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COURT OF APPEALS  
DIVISION III  
SPokane, WASHINGTON

**No. 32442-7-III**

COURT OF APPEALS, DIVISION III  
OF THE STATE OF WASHINGTON

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JESSICA MAE GOODEILL, Petitioner,

vs.

MADISON REAL ESTATE, Respondent.

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BRIEF OF PETITIONER

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## A. ASSIGNMENTS OF ERROR

### Assignments of Error

1. The Superior Court erred in finding that the Respondent landlord could not obtain contractor invoices until October 1, 2013.
2. The Superior Court erred in concluding that “circumstances beyond the landlord’s control” excused the Respondent landlord from its statutory obligations under RCW 59.18.280 *in toto*.

### Issues Pertaining to Assignments of Error

1. Is the Superior Court’s finding that the Respondent landlord could not obtain contractor invoices until October 1, 2013, when all work was completed on or before September 11, 2013, supported by substantial evidence?
2. As a remedial statute, should a “Force Majeure” standard, rather than a “reasonableness” standard, apply to the remedial exception in RCW 59.18.280?
3. Should the remedial exception in RCW 59.18.280 be narrowly construed and applied in close conformity to the terms of the statute, rather than broadly construed and applied to excuse a landlord’s statutory obligations *in toto*?

## **B. STATEMENT OF THE CASE**

Petitioner Jessica Goodeill commenced this action in Spokane County District Court as a Small Claim alleging that her landlord, Respondent Madison Real Estate (“Madison”), failed to provide her with a “full and specific statement” of the basis for retaining her deposit monies, along with the refund due to her, within 14 days of the termination of her tenancy as required by Washington’s Residential Landlord Tenant Act (“RLTA”). RCW 59.18.280; CP at 2-3. Ms. Goodeill also alleged that Madison had charged erroneous and excessive amounts against her deposit. CP at 2-3, 12, 27.

Ms. Goodeill vacated premises leased from Madison on August 31, 2013, and returned keys to the unit on September 3, 2013. On September 16, 2013, Madison mailed Ms. Goodeill a “Deposit Refund Notice,” which included various estimated costs, including pro-rated rent (\$75.00), utility overages (\$75.00), window cleaning (\$150.00), general house cleaning (\$350.00), lawn care (\$150.00), and maintenance/debris removal (\$100.00). Ex. B at 2. The notice claimed a total estimated amount of \$100.00 due to the Respondent after withholding Ms. Goodeill’s full deposit of \$800.00, for a total amount of \$900.00 claimed due. Ex. B at 2.

Significantly, all work by Madison's contractors was completed on or before September 11, 2013, eight days after Ms. Goodeill handed over her keys and five days before Madison's first "estimate." Ex. B at 4-5, 10, 11-12, 13, 14. The remaining items were either imposed by Madison itself (e.g., additional rent, "admn" fees, prepayment credits, etc.) or were available at or before the time Ms. Goodeill vacated the premises (e.g., previous month's utility charges, etc.). Ex. B at 4-5. All of these charges nonetheless remained undisclosed or overestimated until more than five weeks later.

On October 9, 2014, Madison mailed Ms. Goodeill another statement, which included excessively pro-rated rent of \$120.00; \$140.75 for August utility charges; \$89.05 for window treatments; and \$170.35, almost \$530.00 *less* than its earlier "estimate," for general cleaning, lawn care, and maintenance/debris removal. Ex. B at 4-5. The statement also imposed previously undisclosed "Admn." fees of \$26.94. Ex. B at 4-5. Finally, Madison credited Ms. Goodeill's \$800.00 deposit and a previously unapplied \$45.00 credit to total charges of \$557.09, which resulted in a \$287.91 refund due to her. Ex. B at 4-5.

Ultimately, Madison's September 16, 2013, "estimate" of an additional \$100.00 due to itself was manifested more than three weeks

later, and more than five weeks after the termination of tenancy, as a \$287.91 refund due to Ms. Goodeill. Ex. B at 4-5.

At an October 30, 2013, Small Claims hearing, the Spokane County District Court entered judgment in favor of Ms. Goodeill, ruling that Madison's estimated statement and withholding dated September 16, 2013, did not comply with RCW 59.18.280, which requires landlords to provide a "*full and specific* statement" of the basis for retaining deposit monies, along with "*any* refund due," within 14 days of the termination of tenancy. RCW 59.18.280 (emphases added). In so ruling, the District Court was not persuaded by Madison's claim that "there's no way" it could have satisfied its affirmative duties under RCW 59.18.280. CP at 31.

Madison appealed the District Court's decision to the Spokane County Superior Court, arguing that a lack of invoices from one of its chosen contractors constituted "circumstances beyond its control" under RCW 59.18.280, thereby excusing it from its statutory obligations *in toto*. CP at 39-41. The Superior Court agreed that Madison failed to timely provide the statement and refund due per RCW 59.18.280, but noted that "a final full and specific statement was sent within a reasonable time after the final invoices were obtained." CP at 53. The Superior Court therefore concluded that Madison "did comply with the requirements of RCW

59.18.280,” reversing and remanding the District Court’s decision and dismissing Ms. Goodeill’s claims. CP at 54.

The lower court’s decision has deprived Ms. Goodeill of access to her deposit monies, which are essential for her to secure safe and habitable housing in a new tenancy. This decision also threatens the same adversity for literally tens of thousands of similarly situated residential tenants within the jurisdiction of the Spokane County Superior Court, and tens of thousands more within the jurisdiction of the Division III Court of Appeals.<sup>1</sup>

Ms. Goodeill asks this Court to review the lower court’s finding that Madison could not obtain contractor invoices prior to October 1, 2013, and the lower court’s conclusion that this constituted “circumstances beyond the landlord’s control,” which excused it from its statutory obligations under RCW 59.18.280 *in toto*.

### **C. SUMMARY OF ARGUMENT**

1. The Superior Court’s finding that Madison could not obtain contractor invoices until October 1, 2013, is not supported by substantial evidence. Evidence and testimony within the records

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<sup>1</sup> See University of Washington, Washington Center for Real Estate Research, *Washington Apartment Market Fall 2013* (2013) (also at <http://wcrer.be.washington.edu>) (estimating 35,922 apartment units, not including single-family dwellings, in Spokane County alone). A copy of this report is provided as Exhibit C.

and files of this case confirm that all charges accrued on or before September 11, 2013, almost three weeks prior to the date Madison claims these invoices became available. Madison presented no evidence that it could not obtain invoices until October 1, 2013; it only offered testimony that one of its contractors did not send them out until that date. A failure to request invoices does not substantiate an inability to obtain them.

2. As a remedial statute, a “Force Majeure” standard, rather than the “reasonableness” standard imputed by the lower court, should apply to the remedial exception in RCW 59.18.280. Courts should construe RCW 59.18, *et seq.*, in favor of the tenants it aims to protect. A Force Majeure exception is consistent with the remedial purposes of the RLTA as well as similar exceptions in other statutory schemes.
3. Because remedial statutes are construed in favor of the remedies they provide, and courts construe exceptions in such statutes narrowly, the exception in RCW 59.18.280, should be narrowly construed and applied in close conformity to the statute. The exception applies only to limitations on landlords’ claims and defenses under certain circumstances; it does not excuse them from their statutory obligations *in toto*.

4. Public policy interests support a heightened standard and close conformity to the terms of RCW 59.18.280. The RLTA establishes and maintains a careful balance between the duties and remedies afforded to landlords and tenants. RCW 59.18.280 specifically allocates the benefit of expedited deposit refunds to tenants, regardless of whether or not these are in dispute. This supports the public's interest in access to safe and habitable housing for its citizens, even as it assigns to landlords the burden of collecting amounts alleged due.
5. Pursuant to RCW 59.18.280, Ms. Goodeill is entitled to her costs and fees as the prevailing party in this action. Pursuant to RAP 18.1, she requests that this Court make such an award consistent with RCW 59.18.280.

#### **D. ARGUMENT**

This Court should reverse the ruling of the Superior Court and affirm the decision of the District Court below for two reasons.

First, the Superior Court's finding that Madison could not obtain contractor invoices until October 1, 2013, is not supported by substantial evidence. Higher courts typically review findings of fact for "substantial evidence" that is "sufficient to persuade a fair-minded person that the

premise is true.” *Rainier View Court Homeowners Ass’n, Inc. v. Zenker*, 157 Wn. App. 710, 719 (2010).

Second, the Superior Court erred in concluding that “circumstances beyond the landlord’s control” excused Madison from its statutory obligations and negated Ms. Goodeill’s remedies under RCW 59.18.280 *in toto*. Higher courts typically review conclusions of law *de novo*. *Id.*

Ms. Goodeill addresses each of these issues, with legal authority and argument, in the sections below.

**1. The lower court’s finding that Madison could not obtain contractor invoices until October 1, 2013, is not supported by substantial evidence.**

The Superior Court below erred in finding that Madison could not obtain contractor invoices until October 1, 2013, as the court’s sole basis for concluding that “circumstances beyond the landlord’s control” excused Madison from its duties under RCW 59.18.280. CP at 53.

In this case, the evidence confirms that all invoiced charges accrued on or before September 11, 2013, almost three weeks before Madison claims they became available, and nearly a month before Madison finally reported them to Ms. Goodeill. CP at 29-30. The only evidence to the contrary is Madison’s self-serving testimony that “if they

don't send us the bill, there's no way we can report what the bill is." CP at 30.

The evidence and testimony before the lower courts establish that the great majority of delineated charges and credits were either imposed by Madison itself, in Madison's possession, or readily available at or before the termination of Ms. Goodeill's tenancy. CP at 4-10, 12-13, 19-20, 27, 29-30; Ex. B. The record includes statements, invoices, and other evidence establishing that Madison ultimately delineated 14 charges and credits that were applied to Ms. Goodeill's deposit. Ex. B at 4-5.

Six of these delineated items were solely within Madison's purview, including Ms. Goodeill's \$800 deposit, her prepayment of \$45, three "Admn" fees, and a prorated rent charge. Ex. B at 4-5. Madison is the only entity that can provide such invoices to itself, which presumably occurs through normal bookkeeping records and procedures.

Another five of these delineated items are characterized as utility "reimb[ursements]" through August 31, 2013, three days before the termination of tenancy. Ex. B at 4-5.

Of the three remaining charges, two correspond to invoices in the record, which both pertain to work completed by the same contractor on September 11, 2013, but invoiced separately on September 18, 2013, and October 1, 2013, for unknown reasons. Ex. B at 4-5, 10, 14. In a

September 9, 2013, work order to this same contractor, Madison estimated charges of \$123.75 for the services described. Ex. B at 11-12. A week later, in its September 16, 2013, statement to Ms. Goodeill, Madison estimated charges of \$600 for these services.<sup>2</sup> Ex. B at 2.

The final delineated item is an \$89.05 charge that appears to represent an undated invoice, of a different amount, for window treatments completed on September 11, 2013. Ex. B at 13.

Even without closer scrutiny of the facts and numbers in these documents, the Superior Court's finding that Madison could not obtain all invoices until October 1, 2013, as a basis for excusing Madison from providing *any* specific statement or refund within statutory timelines is not supported by substantial evidence. CP at 53. A cursory review of these documents confirms that Madison itself was the invoicing party for nearly half of its delineated charges and credits; most of the remainder pertain to utility charge reimbursements for the month before the tenancy ended; and all of the invoiced charges accrued several weeks before Madison claims they became available.

As the landlord, Madison bears the burden of showing "that circumstances beyond the landlord's control" prevented it from providing a timely statement. RCW 59.18.280. However, Madison presented no

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<sup>2</sup> This figure represents the total estimates for "General House Cleaning" (\$350), "Lawn Care-Dry & Weeds" (\$150), and "Maint/Debris Removal" (\$100).

evidence that it could not obtain all invoices until October 1, 2013; it merely offered testimony that a particular contractor did not send an invoice until that date. CP at 30-31. The possibility of requesting a bill from that contractor is not considered in the record.

For these reasons, Ms. Goodeill asks this Court to rule that the Superior Court's finding in this regard is not supported by substantial evidence sufficient to excuse Madison from its statutory obligations under RCW 59.18.280.

**2. As a Remedial Statute, a “Force Majeure” Standard Should Apply to the Remedial Exception in RCW 59.18.280.**

As a remedial statute, courts should liberally construe the RLTA, RCW 59.18, *et seq.*, in favor of the tenants it “aims to protect.” *See, e.g., Jametsky v. Rodney A.*, 179 Wn.2d 756, 764 (2014); *Bates v. City of Richland*, 112 Wn. App. 919, 939 (2002). This principle pervades both the interpretation and application of remedial provisions, including those provided in RCW 59.18.280, some of which are subject to an exception for “circumstances beyond the landlord’s control.” Courts narrowly construe exceptions to remedies provided in remedial statutes. *Dice v. City of Montesano*, 131 Wn. App. 675, 689 (2006).

The Superior Court below therefore erred by imputing a “reasonableness” standard in RCW 59.18.280 to conclude that a

“reasonable reason” from Madison, RP at 21, amounted to “circumstances beyond the landlord’s control” that excused Madison from its statutory obligations under RCW 59.18.280.” CP at 53-54.

**a. A “Force Majeure” standard is consistent with the remedial purposes of the RLTA and analogous to similar exceptions in other statutory schemes.**

Because remedial statutes such as the RLTA should be construed liberally in favor of the remedies they provide, *see, e.g., Naches Valley Sch. Dist. No. JT3 v. Cruzen*, 54 Wn. App. 388, 399 (1989) (“remedial statute should be liberally construed to effect its purpose”), and because exceptions to remedial statutes are narrowly construed, *Dice*, 131 Wn. App. at 689, a Force Majeure standard is proper for determining whether “circumstances beyond a landlord’s control” prevented a landlord from providing a timely deposit statement.

A “force majeure” is commonly defined as “an event or effect that can be neither anticipated nor controlled.” Black’s Law Dictionary 673 (8<sup>th</sup> ed. 2004). In contracts, a *force majeure* clause may allocate risk or excuse performance based on unforeseeable and uncontrollable acts of nature (e.g., fires, floods, etc.) or people (e.g., riots, wars, etc.). *Id.* at 674; *see also, e.g., Nat’l Union Ins. Co. v. Puget Sound Power & Light*, 94 Wn.

App. 163, 168-69 (1999) (actions within the control of a party do not excused performance under contract).

When a landlord fails to provide a timely statement or refund due to the tenant, RCW 59.18.280 provides that the landlord “shall be liable to the tenant for the full amount of the deposit.” In addition to this remedy, the statute also bars the landlord from “asserting any claim or raising any defense” in a tenant’s action to recover the deposit “unless the landlord shows that *circumstances beyond the landlord’s control* prevented the landlord from providing the statement within the fourteen days...” RCW 59.18.280 (emphasis added). The operative language is highly analogous to the standard legal definition of “force majeure,” i.e., “an event or effect that can be neither anticipated nor controlled.” Black’s Law Dictionary at 673. This language is also analogous to similar exceptions in other statutory schemes that define “circumstances beyond the control” of a party as “those which are immediate, unexpected, or in the nature of an emergency,” or associate such circumstances with “acts of God.” WAC 458–20–228(9)(a)(ii); RCW 46.93.070(2)(b). These standards are fundamentally and substantially different than the “reasonableness” standard the Superior Court below applied in this case, which undermines, rather than supports, the remedial purposes of the statute.

***b. The lower court's application of a "reasonableness" standard not only disfavors the remedies provided by RCW 59.18.280, but it is also inconsistent with the terms of the statute itself.***

The Superior Court below found that Madison "was prevented from sending a full and specific statement within 14 days because of circumstances beyond their [sic] control, i.e., not receiving invoices until September 18 and October 1, 2013." CP at 53. The court's finding was based on its determination that "there was a reason given" by Madison, and that "it is a reasonable reason," to find that circumstances beyond its control excused Madison from complying with the statute. RP at 21. The court ultimately found that a "final full and specific statement was sent within a reasonable time," thereby concluding that Madison "did comply with the requirements of RCW 59.18.280." CP at 54. As a result, Ms. Goodeill's remedies under the RLTA were completely negated, not necessarily by unanticipated or uncontrollable circumstances, but by the "reasonableness" of Madison's reasons for noncompliance. In fact, Madison fully anticipated that "most contractors are 30 to 40 days out sending us bills," CP at 30, yet apparently chose to do nothing about it.

The court's application of a "reasonableness" standard in this case not only disfavors the remedial purposes of the RLTA in favor of the exceptions to those remedies, but it is also inconsistent with the terms of the statute itself. Nowhere does RCW 59.18.280 state that landlords may be excused from limitations on claims and defenses based on the "reasonableness" of their reasons for noncompliance. The statute plainly states that a narrow exception applies only when "circumstances beyond the landlord's control" prevent delivery of the deposit statement. RCW 59.18.280. Where "a statute is clear on its face, its meaning [should] be derived from the language of the statute alone." *Kilian v. Atkinson*, 147 Wn.2d 16, 20 (2002). "Courts should assume the Legislature means exactly what it says" in a statute and apply it as written. *State v. Keller*, 143 Wn.2d 267, 276 (2001). Statutory construction cannot be used to read additional words into a statute. *State v. Chester*, 133 Wn.2d 15, 21 (1997). Based on the plain language of RCW 59.18.280, the court below erred by imputing a "reasonableness" standard to the circumstances described in the exception.

*c. This Court should reject the lower court's "reasonableness" standard in favor of a "Force Majeure" standard.*

A "Force Majeure" standard, in which "circumstances beyond the landlord's control" involve "an event or effect that can be neither anticipated nor controlled," is the proper standard for determining whether or not the remedial exception in RCW 59.18.280 applies. *See, e.g., Black's Law Dictionary* at 673; WAC 458-20-228(9)(a)(ii); RCW 46.93.070(2)(b). Such a standard favors the remedial purposes of the RLTA, demonstrates consistency with similar exceptions in other statutory schemes, and conforms to the plain language of the statute. For these reasons, this Court should reverse the lower court's decision and adopt a Force Majeure standard for the remedial exception in RCW 59.18.280.

**3. The Remedial Exception in RCW 59.18.280 Should Be Narrowly Construed in Close Conformity with the Terms of the Statute.**

The rule that exceptions in remedial statutes be narrowly construed requires that they conform closely to the terms of the statute. *Dice*, 131 Wn. App. at 689. In the context of RCW 59.18.280, this rule limits the application of the remedial exception to specific circumstances and limitations described by the statute. RCW 59.18.280 provides that:

If the landlord fails to give such statement together with any refund due the tenant within the time limits specified above [i.e., 14 days] he or she shall be liable to the tenant for the full amount of the deposit. The landlord is also *barred in any action brought by the tenant to recover the deposit from asserting any claim or raising any defense for retaining any of the deposit unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement* within the fourteen days.

RCW 59.18.280 (emphasis added).

On its face, the statute provides that once a landlord's liability has been established, and a tenant has brought an action to recover the deposit, the exception may permit the landlord to assert claims or raise defenses for retaining the tenant's deposit monies; it does not excuse landlords from all of their statutory obligations under RCW 59.18.280. *Id.* Any broader application would conflict with the rule that remedial exceptions be narrowly construed and further undermine the remedies afforded by the statute. *Dice*, 131 Wn. App. at 689.

***a. The remedial exception does not excuse landlords from their statutory liability or obligations; it merely lifts the ban on claims and defenses in certain circumstances.***

A landlord's liability is based on whether or not he or she 1) provided a "full and specific statement" and 2) "payment of any refund

due the tenant” within 14 days of the termination of tenancy. RCW 59.18.280. A landlord who provides only generalized or estimated statements, or who fails to provide any statement at all, within the statutory timeframe may be liable “for the full amount of the deposit.” *Id.* A landlord who withholds deposit monies outside “the terms and conditions of the rental agreement” or “on account of wear resulting from ordinary use of the premises” beyond the statutory timeframe may also be liable. *Id.* If such liability exists, and if “any action is brought by the tenant to recover the deposit,” then the landlord may overcome a bar against asserting claims and defenses for retaining deposit monies only if he or she can show that the remedial exception applies. *Id.*

Significantly, the basic determination of a landlord’s liability is independent from and unaffected by the remedial exception in RCW 59.18.280. This is because the remedial exception is adjoined to the statute’s limitation barring a landlord “from asserting any claim or raising any defense ... unless,” not the factors establishing a landlord’s liability to the tenant. *Id.* In fact, the statute does not provide any exception to the requirements that landlords provide a “full and specific statement” and “refund due the tenant” within 14 days of the termination of tenancy, nor does it excuse them from their failure to do so. *Id.*

It is also significant that the remedial exception applies if the landlord can show that circumstances “prevented the landlord from providing the *statement* within the fourteen days”; no such exception exists for a landlord’s failure to provide “any *refund* due.” *Id.* (emphases added). In effect, there is no exception or excuse for retaining a tenant’s refund due beyond 14 days of the termination of tenancy.

Construed narrowly, the remedial exception in RCW 59.18.280 does not excuse landlords for withholding deposit statements or refunds beyond 14 days of termination of the tenancy; it merely allows landlords to raise claims and defenses for doing so under certain circumstances.

***b. The Superior Court erred in excusing Madison from its statutory obligations and dismissing Ms. Goodeill’s claims.***

In this case, the Superior Court below erred in concluding that “circumstances beyond the landlord’s control” excused Madison from its statutory obligations *in toto*. CP at 54. As addressed in sections *supra*, the court’s finding may have entitled Madison to “assert claims or raise defenses” in Ms. Goodeill’s action to recover her deposit, but it does not excuse Madison from potential liability for wrongfully withholding her deposit statement and monies, misrepresenting charges and amounts due,

imposing erroneous and excessive fees, and other claims properly raised before the court. RCW 59.18.280.

Madison claims that “circumstances beyond the landlord’s control” prevented it from obtaining one of its contractor’s invoices until October 1, 2013. CP at 39-41. After circumstances changed, Madison then sat on this invoice for more than a week before finally providing Ms. Goodeill with a statement dated October 9, 2013, and a partial refund, which she disputed through her District Small Claims action to recover her deposit. CP at 2-3, 7. In ruling that Madison “did comply with the requirements of RCW 59.18.280” and dismissing Ms. Goodeill’s claims, CP at 54, the Superior Court applied the remedial exception so broadly that it excused Madison from all of its statutory obligations and any potential liability to Ms. Goodeill under the statute. In this sense, the court’s decision effectively negated all of the remedies afforded to Ms. Goodeill under the RLTA in favor of Madison’s and its contractor’s preferred billing practices.

This decision, and its results, starkly conflict with the principles that a remedial statute such as the RLTA should be construed liberally in favor of the remedies provided to tenants, *see, e.g., Jametsky*, 179 Wn.2d at 764; *Bates*, 112 Wn. App. at 939; *Cruzen*, 54 Wn. App. at 399, and that any exceptions to remedial statutes must be narrowly construed, *Dice*, 131

Wn. App. at 689. The Superior Court erred in expanding a narrow exception to the ban on landlords “asserting claims and raising defenses,” as stated in the statute, into a comprehensive excuse for landlords’ noncompliance with the requirements of RCW 59.18.280. CP at 53-54.

***c. This court should rule that the remedial exception applies only to the ban on claims and defenses; it does not excuse landlords from their statutory obligations under RCW 59.18.280 in toto.***

This Court should rule that, narrowly construed and properly applied, the remedial exception in RCW 59.18.280 may lift the bar against landlords “asserting any claim or raising any defense” when a tenant brings an action to recover deposit monies, but it does not excuse landlords from their statutory duties *in toto*, nor does it permit them to withhold tenants’ monies indefinitely pending the outcome of deposit disputes. This is consistent with the principle that remedial exceptions be construed narrowly and conforms to the terms of the statute itself.

For these reasons, Ms. Goodeill respectfully requests that this Court reverse the decision of the Superior Court excusing Madison from its statutory duties *in toto* and dismissing her claims entirely.

**4. Public Policy Supports a Heightened Standard and Narrow Application of the Remedial Exception in RCW 59.18.280.**

As this Court has previously acknowledged, “[t]he RLTA represents a series of compromises” between landlords and tenants. *Lian v. Stalik*, 106 Wn. App. 811, 819 (2001). The RLTA maintains this balance by ensuring that a “tenant benefits from the imposition of specific affirmative duties imposed upon the landlord,” while a “landlord benefits because while the RLTA imposes a lengthy list of specific duties, it also limits the remedies available to the tenant for breach of those duties.” *Id.* The history of the RLTA “shows the care exercised by the Legislature in writing the act and in delineating the specific rights, duties, and remedies of both landlords and tenants.” *State v. Schwab*, 103 Wn.2d 542, 551 (1985).

As a remedial statute, RCW 59.18.280 states that if a landlord fails to timely provide the requisite statement and refund due, then the landlord “shall be liable to the tenant for the full amount of the deposit.” RCW 59.18.280. This remedy expedites the refund of monies that are often essential for tenants to secure subsequent housing, rather than being forced into transitional or homeless situations. This benefit is allocated to tenants regardless of whether or not amounts are in dispute. *Id.* In this sense, the RLTA allocates the benefit of access to deposit reserves to the tenant, who

may be more dependent on these funds, instead of the landlord, who may be better positioned to release tenants' monies, pending the outcome of disputes. The statute emphasizes this mandate by allowing a court to award tenants twice the amount of their deposit if their landlords fail to provide timely refunds. RCW 59.18.280.

In this case, there is no dispute that Ms. Goodeill was entitled to a refund of at least *some* of her deposit monies; the Superior Court's decision allowed Madison to keep *all* of her monies, without a statutory remedy, for more than five weeks after the termination of her tenancy and another year or more during the course of this litigation. CP at 54. This effectively displaced the statutory remedies afforded to Ms. Goodeill in favor of her landlord's discretionary business practices and third-party billing preferences. For many tenants, the inability to access or maintain their deposit reserves is an absolute barrier to securing independent housing. This appears to be precisely the kind of circumstance the RLTA seeks to remedy by ensuring tenants have timely access to their deposit reserves.

With as many as a third of Washington residents occupying or seeking residential tenancies,<sup>3</sup> the balance between landlords' "affirmative

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<sup>3</sup> See United States Census Bureau, Washington QuickFacts from the US Census Bureau, <http://quickfacts.census.gov/qfd/states/5300.html>. A copy of this report is provided as Exhibit D.

duties” and the “limited remedies available to tenants” in RCW 59.18.280 is a critical issue affecting their ability to secure and maintain decent housing. *Lian v. Stalik*, 106 Wn. App. at 819. Allowing landlords to circumvent their affirmative duties on account of their discretionary business practices upsets the balance this court recognized in *Stalik*, disfavors the remedies intended by a remedial statute, and casts potentially hundreds of thousands of Washington residents into uncertainty regarding if, when, and how much of their deposit reserves will be returned for subsequent housing. As individual tenants suffer from such uncertainty and delay, so too do the communities where they reside, especially those that rely on more apartment-unit and single-family tenancies to support them.

Given the “exhaustive efforts” that went into the RLTA, “it is hard to perceive of a more thoroughly considered piece of legislation.” *Schwab*, 103 Wn.2d at 551. The public policy interests that were so conscientiously incorporated into the RLTA therefore support a heightened standard for any exceptions to them, as well as a narrow application of such exceptions, so as to maintain the RLTA’s careful balance of rights, duties, and remedies afforded to landlords and tenants.

**5. As a Prevailing Party, Ms. Goodeill Is Entitled to an Award of Costs and Fees.**

RCW 59.18.280 provides that the prevailing party in an “action brought by the tenant to recover the deposit . . . shall additionally be entitled to the cost of suit or arbitration including a reasonable attorney’s fee.” Pursuant to RAP 18.1, Ms. Goodeill requests that this Court award her costs and reasonable attorney’s fees consistent with RCW 59.18.280.

**E. CONCLUSION**

The Superior Court’s finding that Madison could not obtain contractor invoices until October 1, 2013, is not supported by substantial evidence. Documentary evidence and testimony in the records and files of this case confirm that all charges accrued before September 11, 2013. Madison offered no evidence showing that it could not obtain invoices before October 1, 2013, only that its contractor did not send them until that date. This court should therefore reverse the lower court’s finding and rule that the proffered reasons for noncompliance with RCW 59.18.280 do not constitute “circumstances beyond the landlord’s control.”

The Superior Court also erred in its applying a “reasonableness” standard to conclude that “circumstances beyond the landlord’s control” excused Madison from its statutory duties under RCW 59.18.280 *in toto*.

As a remedial statute, courts should construe the RLTA liberally in favor of the tenants it aims to protect, and exceptions to the remedies provided should be narrowly construed and applied. Based upon these principles, the language of the statute itself, and analogous exceptions in other statutory schemes, a Force Majeure standard is the proper standard for determining “circumstances beyond the landlord’s control.” If applicable, the remedial exception in RCW 59.18.280 should be narrowly construed and applied in close conformity with the terms of the statute. As such, the exception should apply only to the ban on landlords’ claims and defenses in certain circumstances, and not so broadly as to excuse them from their statutory obligations *in toto*.

These standards and applications are supported by public policies favoring access to safe and habitable housing. Should this court rule in favor of Ms. Goodeill, she requests an award of costs and attorney’s fees pursuant to RAP 18.1 and RCW 59.18.280.

Based upon the legal authorities and arguments herein presented, Ms. Goodeill respectfully requests that this Court reverse the decision of the Superior Court below and rule in favor of her claims or remand with instructions.

DATED this 2d day of February, 2015.

Respectfully submitted,

  
\_\_\_\_\_  
Brian G. Cameron, WSBA #44905  
*Attorney for Petitioner*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies under penalty of perjury under the laws of the State of Washington that on the **2d day of February, 2015**, at Spokane, Washington, I caused to be served the foregoing document(s), and accompanying exhibits, on the following person(s) and/or entity(ies) in the manner indicated:

Neil E. Humphries <i>Attorney at Law</i> 421 W. Riverside Ave., Ste 830 Spokane, WA 99201	<input type="checkbox"/> VIA REGULAR MAIL <input type="checkbox"/> VIA CERTIFIED MAIL <input checked="" type="checkbox"/> <b><i>HAND DELIVERED</i></b> <input type="checkbox"/> VIA REGULAR MAIL <input type="checkbox"/> VIA EXPRESS DELIVERY
--	--

DATED this 2d day of February, 2015.

  
\_\_\_\_\_  
BRIAN G. CAMERON, WSBA #44905  
*Attorney for Petitioner*

**EXHIBITS**

Exhibit A  
RCW 59.18.280 ..... A-1

Exhibit B  
Documents in Record.....B-1

Exhibit C  
University of Washington, Washington Center for  
Real Estate Research, *Washington Apartment Market, Fall 2013*.....C-1

Exhibit D  
United States Census Bureau,  
Washington QuickFacts from the US Census Bureau ..... D-1

# EXHIBIT A

RCW 59.18.280

**RCW 59.18.280**

**Moneys paid as deposit or security for performance by tenant —  
Statement and notice of basis for retention — Remedies for  
landlord's failure to make refund.**

Within fourteen days after the termination of the rental agreement and vacation of the premises or, if the tenant abandons the premises as defined in RCW 59.18.310, within fourteen days after the landlord learns of the abandonment, the landlord shall give a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the tenant under the terms and conditions of the rental agreement. No portion of any deposit shall be withheld on account of wear resulting from ordinary use of the premises. The landlord complies with this section if the required statement or payment, or both, are deposited in the United States mail properly addressed with first-class postage prepaid within the fourteen days.

The notice shall be delivered to the tenant personally or by mail to his or her last known address. If the landlord fails to give such statement together with any refund due the tenant within the time limits specified above he or she shall be liable to the tenant for the full amount of the deposit. The landlord is also barred in any action brought by the tenant to recover the deposit from asserting any claim or raising any defense for retaining any of the deposit unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement within the fourteen days or that the tenant abandoned the premises as defined in RCW 59.18.310. The court may in its discretion award up to two times the amount of the deposit for the intentional refusal of the landlord to give the statement or refund due. In any action brought by the tenant to recover the deposit, the prevailing party shall additionally be entitled to the cost of suit or arbitration including a reasonable attorney's fee.

Nothing in this chapter shall preclude the landlord from proceeding against, and the landlord shall have the right to proceed against a tenant to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property for which the tenant is responsible together with reasonable attorney's fees.

[2010 c 8 § 19027; 1989 c 342 § 9; 1983 c 264 § 7; 1973 1st ex.s. c 207 § 28.]

# EXHIBIT B

Documents in Record

**MADISON REAL ESTATE & PROPERTY MANAGEMENT INC.  
910 N. WASHINGTON ST., SUITE #107  
SPOKANE, WA 99201  
(509) 465-9052**

September 16, 2013 by certificate of mailing

Jessica & Dave Goodeill  
7617 W. Rutter Parkway  
Spokane, WA 99208

**RE: Damage/Security Deposit...1502 W. Cora Ct., Spokane, WA-  
Initial/Estimated Accounting**

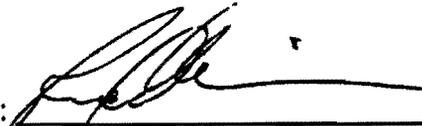
Dear Tenant's:

Your Damage/Security Deposit of \$800.00 is being held as forfeit against estimated charges for which you are considered liable. The enclosed Deposit Refund Notice detail those charges. **Once all estimated costs have been determined, a final accounting will be forwarded to you.**

If payment has been made on the closing utilities 8/31/13, please provide copy of front and back of your canceled check(s) and your account will be adjusted accordingly.

If you have any questions regarding this matter, please address them in writing to our office.

Cordially,

Signed by:   
Designated Broker and/or Managing Broker

MR&PM: djm  
Cc: Owner  
File

Enclosures

MADISON REAL ESTATE & PROP. MGMT. INC.  
910 N. WASHINGTON ST., SUITE 107  
SPOKANE, WA 99201

OFFICE: 509.465-9052  
FAX: 509.467-1036

Tenant ID:  
JESSICA & DAVE GOODEILL  
7617 W. URTTER PARKWAY  
SPOKANE, WA 99208

Property:  
1502 W. COARA CT.  
SPOKANE, WA 99205

September 16, 2013

Keys Returned (Yes/No): Y  
Move Out Date: 9/3/2013  
Lease Begin Date: 7/1/2012  
Lease End Date: 6/30/2013

Forwarding Address: NOTED ABOVE

**DEPOSIT REFUND NOTICE -INITIAL/ESTIMATED ACCOUNTING**

DEPOSITS:	Amount	Total
11/17/11 SECURITY/DAMAGE/CLEANING DEPOSIT	\$800.00	
<b>TOTAL DEPOSIT</b>		<b>\$800.00</b>

**CHARGES DUE:**

9/1/2013 RENT INCOME-SEPTEMBER 2013 (3DAYS)	\$75.00
9/16/2013 ESTIMATED: CITY UTIL-OVERAGES	\$75.00
9/13/2013 ESTIMATED: WINDOWS COVERING CLNG	\$150.00
9/13/2013 ESTIMATED: GENERAL HOUSE CLEANING	\$350.00
9/13/2013 ESTIMATED: LAWN CARE-DRY & WEEDS	\$150.00
9/13/2013 ESTIMATED: MAINT/DEBRIS REMOVAL	\$100.00

**TOTAL ESTIMATED CHARGES DUE: \$900.00**  
**TOTAL ESTIMATED DUE AT THIS TIME: \$100.00**

Once all estimated costs have been determined, a final accounting will be forwarded to you.  
**We will verify againt move-in reported condition and move-out condition report and account**  
for less normal wear & tear. Please provide confirmation that utilities have been paid through  
06/30/13 and your account will be adjusted accordingly.

COPY FILED  
2013 OCT 18 A.D. 25

IN THE DISTRICT COURT OF SPOKANE COUNTY WASHINGTON

SMALL CLAIMS COURT

<u>Jessica Mae Goodeill</u>	SMALL CLAIMS COUNTERCLAIM
Plaintiff	
vs.	CASE NO. <u>1344380</u>
<u>Madison Real Estate</u>	
Property Management, Inc. Defendant	

I. COUNTERCLAIM

1.1 Defendant claims that plaintiff became indebted to defendant in the sum of \$ 557.09 on 10/18/2013 for: Final move out charges per lease

1.2 Defendant has demanded payment from plaintiff and plaintiff refuses to pay.

1.3 Defendant prays that the court dismiss plaintiff's case and enter judgment for defendant for the sum set forth in paragraph 1 above, plus court costs.

II. CERTIFICATION

I CERTIFY under penalty of perjury under the laws of the State of Washington that the foregoing claim is true and correct.

Dated at Spokane, Washington on 10/18/13 (Date)

[Signature]  
Defendant's Signature

ERIC J. BESSETT, MD  
Print or Type Name

Address: 910 N. WASHINGTON #107  
SPOKANE, WA 99201  
Phone: 509-465-9052



# MADISON

REAL ESTATE and  
PROPERTY MANAGEMENT, INC.

10/09/2013

Madison Real Estate and Property Management, Inc.  
910 N. Washington St.  
#107  
Spokane, WA 99201

Jessica M. Goodell, Dave J. Goodell  
7617 W. Rutter Parkway  
Spokane, WA 99208

Re: Security Deposit Return

Dear Jessica M. Goodell, Dave J. Goodell:

According to our records, your balance is \$287.91, representing the refund of your security deposit and/or other amounts.

## Credits

Security Deposit	\$800.00
Prepayment	\$45.00
<b>Total Credits</b>	<b>\$845.00</b>

## Charges

1561 vacancy cleaning	\$112.50
6684 cleaned 7 blinds & 1 shade	\$89.05
Avista Util-gas (tenant to reimb owner)	\$22.49
Avista Util-elec (tenant to reimb owner)	\$29.44
City Util-refuse 8/31 (tenant to reimb owner)	\$5.79
City Util-sewer 8/31 (tenant to reimb owner)	\$36.74
City Util-water 8/31 (tenant to reimb owner)	\$46.29
1592 repairs: replaced bulbs, cleaned up yard debris , pulled gold coin out of vent in entry way, checked all smoke detectors, repaired back door screen, rehung laundry room bi-fold doors (50% of 135.69 tenant exp)	\$67.85
Admin Fee Re Inv1561	\$11.25
Admin Fee Re inv6684	\$8.91
Admin Fee Re Inv1592	\$6.78
Outstanding Amount (Rent Income Sept. 2013 = 3 days)	\$120.00

**Total Charges** \$557.09

**Amount to be Refunded** \$287.91

**If you have any questions or concerns, please contact us at (509) 465-9052.**

**Regards,**

**Madison Real Estate and Property Management, Inc.**

WASHINGTON TRUST BANK  
SPOKANE, WA 99201

76469

28-8/1251

MADISON REAL ESTATE & PROPERTY MANAGEMENT, INC.  
TRUST ACCOUNT  
810 N. WASHINGTON STE. 107  
SPOKANE, WA 99201

10/10/2013

PAY TO THE ORDER OF JESSICA M. GOODEILL & DAVE J. GOODEILL

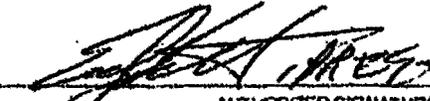
\$ 287.91

\*\*\*\* TWO HUNDRED EIGHTY-SEVEN AND 91/100 DOLLARS

DOLLARS

Jessica M. Goodell & Dave J. Goodell  
7817 W. Rutter Parkway  
Spokane, WA 99208

MEMO

  
AUTHORIZED SIGNATURE

⑈076469⑈ ⑈125100089⑈ 1006329973⑈

Details on Back  
Security Features Included

76469

Date: 10/10/2013 Check #76469 Account: Owner Trust Accl  
Pay to: Jessica M. Goodell & Dave J. Goodell

Property	Reference	Description	Amount
2036 - 1502/1504 W. Cora Ct. Spokane, WA 9...		Jessica M. Goodell, Dave J. Goode...	287.91
			287.91

**Tenant Ledger Report - Jessica M. Goodell, Dave J. Goodell**

Tenant: Jessica M. Goodell, Dave J. Goodell

Mobile: (509) 216-2784

Unit: 1502

Property: 2035 - 1502/1504 W. Cora Ct. Spokane, WA 99205

Status: Past

Move in date: 01/01/2000

Move out date: 09/03/2013

Lease expiration: 09/30/2013

Rent: 750.00

Deposit Paid: 0.00

Date	Payer	Description	Charges	Payments	Balance
		Balance Forward			0.00
11/17/2011		Security Deposits - APFFOLIO BALANCE FORWARD	800.00		800.00
11/17/2011	Jessica M. Goodell	Payment (Reference #0) APFFOLIO BALANCE FORWARD		800.00	0.00
08/08/2012		Utility Income - Baker Beginning Balance	101.00		101.00
08/08/2012		Rent Income - Baker Beginning Balance	750.00		851.00
08/10/2012	Jessica M. Goodell	Payment Baker Beginning Balance		851.00	0.00
07/01/2012		Rent Income - JULY 2012	795.00		795.00
07/01/2012		Water - JULY 2012	80.00		875.00
07/08/2012	Jessica M. Goodell	Payment (Reference #20412422305) JULY 2012		875.00	0.00
08/01/2012		Rent Income - August 2012 pro-rata	795.00		795.00
08/03/2012	Jessica M. Goodell	Payment (Reference #14-532818085) August 2012		795.00	0.00
08/21/2012		Rent Income - WATER/SEWER/GARBAGE	103.00		103.00
08/21/2012	Jessica M. Goodell	Payment (Reference #20412428510) WATER/SEWER/GARBAGE		103.00	0.00
09/01/2012		Rent Income - September 2012	795.00		795.00
09/04/2012	Jessica M. Goodell	Payment (Reference #20412427800) September 2012, W/S/G		840.00	-45.00
10/01/2012		Rent Income - October 2012	750.00		705.00
10/01/2012		Utility Income - October 2012	90.00		795.00
10/04/2012	Jessica M. Goodell	Payment (Reference #202854138850) October 2012		840.00	-45.00
11/01/2012		Rent Income - November 2012	750.00		705.00
11/01/2012		Utility Income - November 2012	90.00		795.00
11/05/2012	Jessica M. Goodell	Payment (Reference #20281732228) NOVEMBER 2012		840.00	-45.00
12/01/2012		Rent Income - December 2012	750.00		705.00
12/01/2012		Utility Income - December 2012	90.00		795.00

Tenant Ledger Report - Jessica M. Goodell, Dave J. Goodell

Date	Payer	Description	Charges	Payments	Balance
12/04/2012	Dave J. Goodell	Payment (Reference #10531250788) DECEMBER 2012		340.00	455.00
12/04/2012	Dave J. Goodell	Payment (Reference #10531250788) DECEMBER 2012		500.00	-45.00
01/01/2013		Rent Income - January 2013	750.00		705.00
01/01/2013		Utility Income - January 2013	90.00		795.00
01/04/2013	Jessica M. Goodell	ACH Payment (Reference #6G9C-FDEB)		795.00	0.00
02/01/2013		Rent Income - February 2013	750.00		750.00
02/01/2013		Utility Income - February 2013	90.00		840.00
02/05/2013	Jessica M. Goodell	ACH Payment (Reference #HAYG-AMFU)		840.00	0.00
03/01/2013		Rent Income - March 2013	750.00		750.00
03/01/2013		Utility Income - March 2013	90.00		840.00
03/05/2013	Jessica M. Goodell	ACH Payment (Reference #LEYK-XKSP)		840.00	0.00
04/01/2013		Rent Income - April 2013	750.00		750.00
04/01/2013		Utility Income - April 2013	90.00		840.00
04/03/2013	Jessica M. Goodell	ACH Payment (Reference #TKBO-L7FV)		840.00	0.00
05/01/2013		Rent Income - May 2013	750.00		750.00
05/01/2013		Utility Income - May 2013	90.00		840.00
05/03/2013	Jessica M. Goodell	ACH Payment (Reference #93F4-B6V3)		840.00	0.00
06/01/2013		Rent Income - June 2013	750.00		750.00
06/01/2013		Utility Income - June 2013	90.00		840.00
06/05/2013	Jessica M. Goodell	ACH Payment (Reference #728H-9E7A)		840.00	0.00
07/01/2013		Rent Income - July 2013	750.00		750.00
07/01/2013		Utility Income - July 2013	90.00		840.00
07/02/2013	Jessica M. Goodell	ACH Payment (Reference #K0YE-M74C)		840.00	0.00
08/01/2013		Rent Income - August 2013	750.00		750.00
08/01/2013		Utility Income - August 2013	90.00		840.00
08/03/2013	Jessica M. Goodell	ACH Payment (Reference #7303-8VLDQ)		840.00	0.00
09/01/2013		Rent Income - September 2013 (3 days)	75.00		75.00
10/09/2013		Janitorial Expense - 1551 vacancy cleaning	112.50		187.50
10/09/2013		Window Covering Cleaning - 8884 cleaned 7 blinds & 1 shade	89.05		276.55
10/09/2013		Gas - Avista Util-gas (tenant to reimb owner)	22.49		299.04
10/09/2013		Electricity - Avista Util-elec (tenant to reimb owner)	28.44		328.48
10/09/2013		Garbage and Recycling - City Util-refuse 8/31 (tenant to reimb owner)	5.78		334.27
10/09/2013		Sewer - City Util-sewer 8/31 (tenant to reimb owner)	35.74		371.01

Tenant Ledger Report - Jessica M. Goodell, Dave J. Goodell

Date	Payee	Description	Charges	Payments	Balance
10/09/2013		Water - City Util-water 8/31 (tenant to reimb owner)	48.28		417.30
10/09/2013		Repair - 1592 repairs: replaced bulbs, cleaned up yard debris, pulled gold coin out of vent in entry way, checked all smoke detectors, repaired back door screen, rehung laundry room bi-fold doors (50% of 135.89 tenant exp)	67.83		485.15
10/09/2013		Admin Fee - Admin Fee Re Inv1591	11.29		496.40
10/09/2013		Admin Fee - Admin Fee Re Inv0384	8.91		505.31
10/09/2013		Admin Fee - Admin Fee Re Inv1592	6.78		512.09
10/09/2013		Security Deposits - Jessica M. Goodell, Dave J. Goodell, 2036 - 1502: Transfer of Security Deposits at Move Out	-800.00		-287.91
10/09/2013		Security Deposits Clearing - Transfer of Security Deposits at Move Out	287.91		0.00
10/09/2013		Security Deposits Clearing - Jessica M. Goodell, Dave J. Goodell, 2036 - 1502: Move Out Refund	-287.91		-287.91
<b>Total</b>					<b>-287.91</b>

2036  
**Invoice**



2324 E Euclid Ave., Ste 103  
 Spokane, WA 99207  
 Phone: (509) 863-9030

Date	Invoice #
9/18/2013	1551

**Bill To**  
 Madison Real Estate and Property Mgt Inc  
 910 N Washington St #107  
 Spokane, WA 99201

Served Date	Description	Amount
9/11/13	1502 W. Cora (w/o 3580) ✓ Vacancy Clezning Spokane County Sales Tax	112.50 0.00
		<b>Subtotal</b> \$112.50
Make all checks payable to DavisPro Cleaning Services. If you have any questions concerning this invoice, contact Brian Davis, (509) 863-8030		<b>Total</b> \$112.50
Please Note: Pass due invoices not paid within 30 days of the invoice date are subjected to a monthly service charge of 1 1/2% (18% annual rate)		<b>Other</b> \$0.00
<b>THANK YOU FOR YOUR BUSINESS!</b>		<b>Balance Due</b> \$112.50

①



# MADISON

REAL ESTATE and  
PROPERTY MANAGEMENT, INC.

Madison Real Estate and Property  
Management, Inc.  
910 N. Washington St.  
#107  
Spokane, WA 99201  
Phone - (509) 465-9052  
Fax - (509) 467-1036

To:  
DavisPro Cleaning & Maintenance  
2324 E. Euclid Ave., Suite #103  
Spokane, WA 99207  
Office - (509) 863-9030  
Fax - (509) 315-2022  
Mobile - (509) 710-4953

Work Order #	3580
Status	Completed
Created On	09/09/2013
Estimate Requested On	--
Estimated On	--
Scheduled On	09/09/2013
Completed On	09/11/2013
Tenant(s) Notified	--
Permission to Enter	--
Job Site	2036 - 1502 1502 W. Cora Ct. Spokane, WA 99205
Maintenance Limit	\$

### Tenant(s)

Name	[REDACTED]	Name	[REDACTED]
Phone Numbers	[REDACTED]	Phone Numbers	[REDACTED]

### Description

cleaning move-out punch list

### Vendor Instructions

Please complete move-out cleaning punch list:  
 INTERIOR (CLEANING)-tenant expense: Can we scheduled for Tues or Wednesday for Thursday Move-in?  
 Kitchen  
 Refrigerator- Dirty on top; dirt and debris under and around  
 Hair and debris in drawers and cabinets; further cleaning needed  
 Stove- Pan drawer needs to be wiped out and cleaned in and under  
 Debris and dirt on floors  
 Deep clean needed  
 Master Bath (Upstairs)  
 Dirt, grime and hair throughout; deep clean needed  
 Bedroom- Master (Upstairs)  
 Hair and debris in window tracks and along baseboards  
 Family Room- Basement  
 Counter/sink have hair on and around  
 HVAC return vent has dirt/dust; cleaning needed

**Bedroom- SE Downstairs**  
 Window track has dirt and debris; needs to be cleaned  
**Bathroom- Downstairs**  
 Hair, dirt and grime throughout; deep clean needed  
**Bedroom- NE Downstairs**  
 Dirt and debris in window track

**GENERAL COMMENTS/CONDITIONS**  
 With the exception of above; good overall condition

**Special Instructions**

---

**Details**

Account	Statement Description	Amount
6251: Janitorial Expense	1561 vacancy cleaning per move-out condition report (tenant exp)	123.75
<b>Total:</b>		<b>123.75</b>

**Created By:** Debbie Martin  
**Authorized By:** \_\_\_\_\_  
**Signed By:** \_\_\_\_\_  
**Dated By:** \_\_\_\_\_  
**Invoice #:** 1561

**Technician's Notes:**







**MADISON**  
REAL ESTATE and  
PROPERTY MANAGEMENT, INC.

PHONE: (509) 465-9052

FAX: (509) 467-1056

E-MAIL: INFO@MADISONSPokane.COM

WEBSITE: WWW.MADISONSPokane.COM

910 N. WASHINGTON ST., SUITE #107 • SPOKANE, WA 99201

**MOVE-OUT CONDITION REPORT**

Address: 1602 W. Cora, Spokane, WA 99205  
Report Date: 9/4/13  
Photos Date: 9/3/13  
By: E. Bassett

CONDITION	ESTIMATED		
	MATERIAL COST	TIME	LABOR COST
<b>EXTERIOR:</b>			
Two plastic lawn chairs left on back porch			
Grass area dry/woods			
Screen on rear storm door torn/separated at edge			
<b>INTERIOR:</b>			
<b>Entry</b>			
Tile have multiple scratches			
Gold toy coin stuck in HVAC register			
<b>Dining Room</b>			
Wall paper separating at seams			
<b>Kitchen</b>			
Refrigerator- Dirty on top; dirt and debris under and around			
Hair and debris in drawers and cabinets; further clearing needed			
Stove- Fan drawer needs to be wiped out and cleaned in and under			
Three large "V" shaped rips in vinyl; have been glued back down			
Debris and dirt on floors			
Deep clean needed			
<b>Master Bath (Upstairs)</b>			
Dirt, urine and hair throughout; deep clean needed			
<b>Bedroom- Master (Upstairs)</b>			
Hair and debris in window tracks and along baseboards			
Closet door off tracks; needs to be re-attached			
Closet light- Globe broken, large hole near top			
<b>Family Room- Basement</b>			
Light over countertop has one (1) bulb out			
Countertop have hair on and around			
HVAC return vent has dirt/dust; cleaning needed			
<b>Bedroom- SE Downstairs</b>			
Window track has dirt and debris; needs to be cleaned			
<b>Bathroom- Downstairs</b>			
Hair, dirt and grime throughout; deep clean needed			
<b>Bedroom- NE Downstairs</b>			
Dirt and debris in window track			
<b>GENERAL COMMENTS/CONDITIONS</b>			
With the exception of above; good overall condition			
<b>ONWERMENT:</b>			
Kitchen: Re-attached hood fan in a more secure manner			



National Association of Residential Property Managers



# MADISON

REAL ESTATE and  
PROPERTY MANAGEMENT, INC.

PHONE: (509) 465-9062

FAX: (509) 467-1036

E-MAIL: [INFO@MADISONSPokane.COM](mailto:INFO@MADISONSPokane.COM)

WEBSITE: [WWW.MADISONSPokane.COM](http://WWW.MADISONSPokane.COM)

910 N. WASHINGTON ST., SUITE #107 • SPOKANE, WA 99201

Re-caulk around basement/family room counter-top



National Association of Residential Property Managers



**MADISON**

REAL ESTATE and  
PROPERTY MANAGEMENT, INC.

10/09/2013

Madison Real Estate and Property Management  
910 N. Washington St.  
#107  
Spokane, WA 99201

Jessica M. Goodell, Dave J. Goodell  
7617 W. Rutter Parkway  
Spokane, WA 99208

Re: Security Deposit Return

Dear Jessica M. Goodell, Dave J. Goodell:

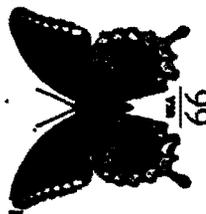
According to our records, your balance is \$28 security deposit and/or other amounts.

**Credits**

Security Deposit  
Prepayment

**Charges**

1561 vacancy cleaning  
6684 cleaned 7 blinds & 1 shade  
Avista Util-gas (tenant to reimb owner)  
Avista Util-elec (tenant to reimb owner)  
City Util-refuse 8/31 (tenant to reimb owner)  
City Util-sewer 8/31 (tenant to reimb owner)  
City Util-water 8/31 (tenant to reimb owner)  
1592 repairs: replaced bulbs, cleaned up vent in entry way, checked all smoke detectors, screen, rehung laundry room bi-fold doors (5)  
Admin Fee Re Inv1561  
Admin Fee Re Inv6684  
Admin Fee Re Inv1592  
Outstanding Amount (Rent Income)



JESSICA GOODELL & DAVE GOODELL  
7617 W. RUTTER PARKWAY  
SPOKANE, WA 99208

**MADISON**  
REAL ESTATE and  
PROPERTY MANAGEMENT, INC.



910 N. WASHINGTON  
SUITE #107  
SPOKANE, WA 99201

RECEIVED

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2013 SEP 23 P 2:35

SPOKANE COUNTY  
IN THE DISTRICT COURT OF SPOKANE COUNTY WASHINGTON  
NOTICE OF SMALL CLAIM

SMALL CLAIM # 1344380  
 AMENDED NOTICE OF SMALL CLAIMS

PLAINTIFF'S NAME <u>Jessica Mae Goodell</u>		PLAINTIFF'S NAME	
ADDRESS <u>7117 W. Rutter PKWY</u>		ADDRESS	
CITY <u>Spokane</u>	STATE <u>Wa</u>	ZIP <u>99208</u>	
HOME PHONE NO <u>(509) 216-2784</u>	WORK PHONE NO	HOME PHONE NO	WORK PHONE NO

VS.

DEFENDANT'S NAME <u>Madison Real Estate</u>		DEFENDANT'S NAME	
ADDRESS <u>910 N. Washington St 107</u>		ADDRESS	
CITY <u>Spokane</u>	STATE <u>Wa</u>	ZIP <u>99201</u>	
HOME PHONE NO	WORK PHONE NO <u>(509) 465-9052</u>	HOME PHONE NO	WORK PHONE NO

YOU ARE HEREBY NOTIFIED that the above named Plaintiff has filed a claim against you amounting to \$ 1100.00 ; the reasons for which are stated below.

YOU ARE HEREBY FURTHER NOTIFIED to be and appear at Spokane County District Court at the

Broadway Center Building, 721 N. Jefferson, Spokane, Washington on 10-30-13 [Date], at 9:00 a.m. p.m. for trial.

Valley Court Office, 12710 E. Sprague, Spokane Valley, WA 99216 on \_\_\_\_\_ [Date], at \_\_\_\_\_ a.m./p.m. for trial.

You are to bring with you any and all papers, contracts and proof needed by you to establish or defend this claim. At the time of trial you must bring any witnesses who will testify on your behalf.

YOU ARE FURTHER NOTIFIED that if you fail to personally appear as directed, a Judgment may be entered against you for the amount claimed, plus Plaintiff's costs of filing and service of the claim upon you. Plaintiff must also appear if a Judgment is to be entered. If Plaintiff fails to appear, the claim may be dismissed. If this claim is settled prior to the hearing date, the parties must notify the Court immediately, in writing.

CW  
Clerk

134438n

Small Claim # \_\_\_\_\_

STATEMENT OF CLAIM

I, Jessica Goodeill, the undersigned plaintiff, declare that the defendant named above owes me the sum of \$ 1100.00, which became due and owing on 09/17/2013 [Date]. Plaintiff has demanded payment and Defendant refuses to pay.

The amount owed is for:

- Faulty Workmanship
- Merchandise
- Auto Damages-Date of Accident \_\_\_\_\_
- Wages
- Loan
- Return of Deposit
- Rent
- Property Damage
- Other \_\_\_\_\_

Explain reason for claim Security / cleaning deposit times two

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at Spokane, Washington on 09/23/2013 [Date].

Amica Mae Hordell  
Signature

Jessica Mae Goodeill  
Print or Type Name

RECEIVED

RECEIVED OCT 15 2013

IN THE DISTRICT COURT OF  
NOTICE OF

PLAINTIFF'S NAME	
Jessica Mae Goodell	
ADDRESS	
71617 W. Rutter PKWY	
CITY	STATE ZIP
Spokane	Wa 99208
HOME PHONE NO	WORK PHONE NO
(509) 216-2784	

DEFENDANT'S NAME	
Madison Real Estate	
ADDRESS	
910 N. Washington St #107	
CITY	STATE ZIP
Spokane	Wa 99208
HOME PHONE NO	WORK PHONE NO
	(509) 465-9100

YOU ARE HEREBY NOTIFIED that the above  
\$ 1100.00 ; the reasons for which

YOU ARE HEREBY FURTHER NOTIFIED to be

Broadway Center Building, 721 N. Jefferson, Sp  
9:00 a.m. p.m. for trial.

Valley Court Office, 12710 E. Sprague, Spokane  
a.m./p.m. for trial.

You are to bring with you any and all papers, contracts  
time of trial you must bring any witnesses who will test

YOU ARE FURTHER NOTIFIED that if you fail to  
you for the amount claimed, plus Plaintiff's costs of filing  
Plaintiff must also appear if a Judgment is to be entered  
claim is settled prior to the hearing date, the parties must

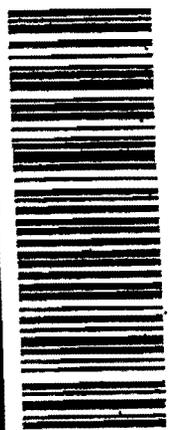
U.S. POSTAGE  
SPOKANE, WA  
OCT 11 2013  
AMOUNT  
\$6.11  
00051590-06



RECEIVED OCT 15 2013

Madison Real Estate  
910 N Washington St #107  
Spokane, Wa 99208

CERTIFIED MAIL



7013 0600 0000 0090 EFDL

J.G.  
71617 W Rutter PKWY  
Spokane, Wa 99208

Vertical barcode on right edge

25092210255

# EXHIBIT C

University of Washington,  
Washington Center for Real Estate Research,  
*Washington Apartment Market, Fall 2013*

Since 1996 the Washington Center for Real Estate Research (WCRER) at Washington State University, now the Runstad Center for Real Estate Studies at the University of Washington, has been providing valuable apartment market statistics for communities throughout the state of Washington. The main goal of the surveys has been to estimate the vacancy rate for each county in addition to determining the average rent charged to the individuals who occupy these properties. The WCRER has become the largest apartment market researcher focusing on markets outside the 5-county Seattle area in Washington. With permission and encouragement from Dupre + Scott Apartment Advisors (D+S), a Seattle-area research firm which conducts apartment research around the Puget Sound, WCRER has positioned itself to facilitate development of consistent, statewide apartment market data—at least in those areas representing a vast majority of the state's apartments.

### Market Coverage/Response Rates

The size of the overall apartment market is based on the number of rental apartments tallied in the 2010 American Community Survey (ACS) prepared by the Census Bureau, augmented by building permit data also collected by the U.S. Bureau of the Census for the last 3 years. Once the total number of apartment units was tallied for each county, the rental share of those units was calculated. The rental share of apartments is based on ACS 2010 data.

The number of apartment units represented by the responses to the survey is compared to the total estimated number of rental apartments in each market to produce a response rate. Response rates for both the D+S market research and the research conducted by the WCRER are combined to give an overall response rate for all the major counties in the State of Washington. The resulting statistic for the combined surveys was 54.2 percent. However, individual local market response rates ranged widely. While a 54 percent response rate may sound low, there are many contributing factors. Reasons for apartment managers not responding range from their complex not having enough units (D+S surveys are limited to projects with at least 20 units), to a manager's unwillingness to give out private information for the survey. Neither the D+S survey nor the WCRER survey includes government-assisted housing, but the total number of rental units includes both subsidized and market rate properties. Significantly, in smaller communities greater proportions of the multifamily market are dependent on Federal or state money. Collectively, these reasons often make it difficult for local response rates to exceed half of the rental units. In addition, response rates to surveys generally are declining, regardless of the business value of the aggregated data.

### WCRER and Dupre + Scott Apartment Market Surveys Market Coverage

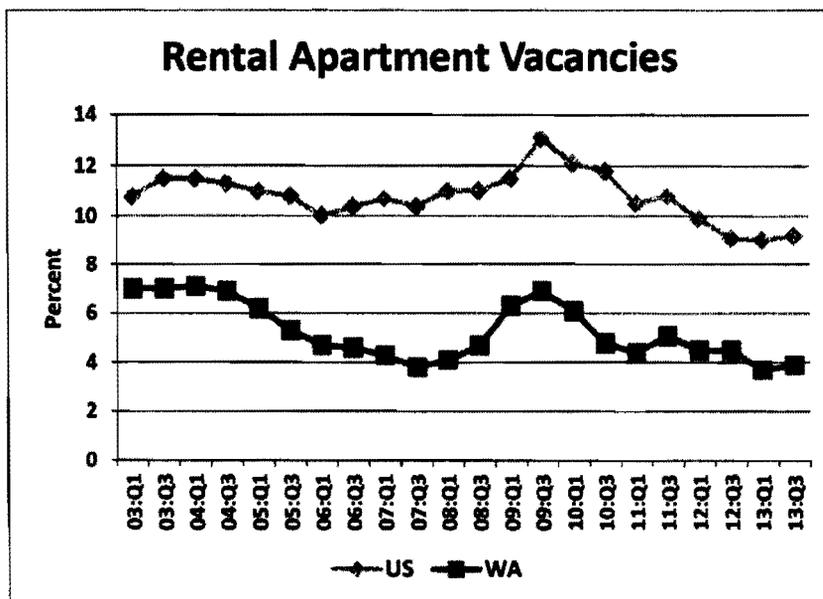
County	2010 Apartments (5+ units)	2010-2012 Apartment Construction	2013 Rental Apartments	September 2013 Survey Responses	Response Rate (%)
Benton/Franklin (Tri-Cities)	13,242	1,077	13,987	5,564	39.8%
Chelan/Douglas (Wenatchee)	4,518	0	3,986	938	23.5%
Clark (Vancouver)	25,551	716	24,570	14,052	57.2%
Cowlitz (Longview/Kelso)	5,343	0	5,166	987	19.1%
King	272,050	13,828	240,182	134,567	56.0%

County	2010 Apartments (5+ units)	2010-2012 Apartment Construction	2013 Rental Apartments	September 2013 Survey Responses	Response Rate (%)
(Seattle/Bellevue)					
Kitsap (Bremerton)	14,171	290	13,229	6,474	48.9%
Kittitas (Ellensburg)	3,058	0	3,030	2,085	68.8%
Pierce (Tacoma)	53,526	1,555	52,801	37,940	71.9%
Skagit (Mt. Vernon/Anacortes)	5,379	0	5,028	1,358	27.0%
Snohomish (Everett)	53,778	2,036	47,369	30,613	64.6%
Spokane	35,619	1,923	35,922	12,085	33.6%
Thurston (Olympia)	15,620	294	15,770	9,569	60.7%
Walla Walla				440	
Whatcom (Bellingham)	18,136	248	16,375	3,491	21.3%
Whitman (Pullman)	5,695	293	5,890	4,381	74.4%
Yakima	7,849	495	7,946	2,124	26.7%
<b>STATEWIDE</b>	<b>533,535</b>	<b>22,755</b>	<b>491,252</b>	<b>266,228</b>	<b>54.2%</b>

## Market Summary

Apartment markets nationwide registered record vacancies in the second quarter of 2004. For the next two years national apartment rental markets improved consistently, but increased multifamily construction thereafter resulted in a modest increase in rental vacancies. However, most recently the apartment rental market

saw rental vacancies decline to their lowest level in a decade. Similarly, as of the third quarter of 2013 the statewide vacancy rate remains near its lowest, at 3.9 percent. Much of the improvement in vacancies can be attributed to improving job prospects coupled with increased household formations and relocations to Washington.



Over the past year Kitsap County has seen the greatest improvement in the vacancy rate with a

considerable drop of 2.1 percent. Meanwhile, four counties have seen an increase in vacancy, led by a 3.0 percentage point increase in Kittitas County placing that area at 3.4 percent vacancy. The lowest vacancy was 1.0 percent in the Chelan/Douglas county market. The Kitsap County market recorded the highest vacancy, with 6.0 percent of units unrented.

Average rents ranged from a low of \$604 in Yakima County to a high of \$1,227 in King County. Since the largest share of apartments are located in the more expensive urban communities, it comes as no surprise that the statewide average rent of \$1,052 is closer to the prevailing level in greater Seattle than it is to the average rent in Yakima. The statewide average rent increased by 6.4 percent in the last year, reflecting the improving market conditions (from the perspective of landlords).

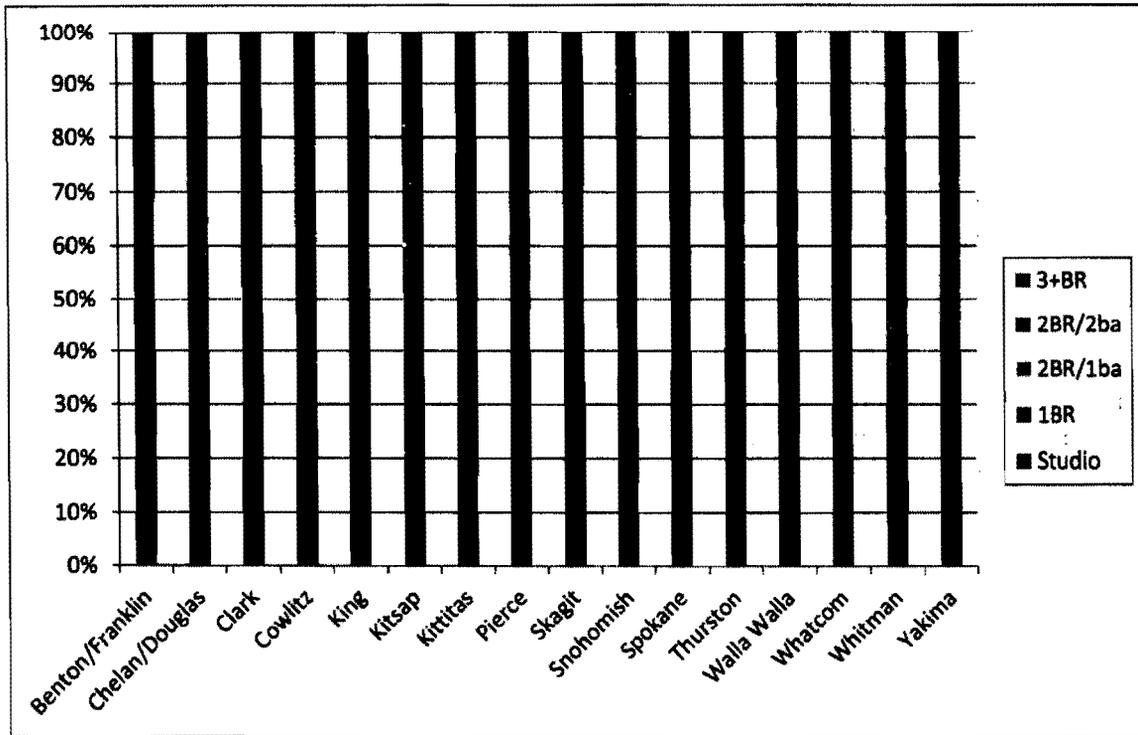
### Summary Apartment Market Statistics—September 2013

Market (County)	Average Size (sq. ft.)	Average Rent (\$)	Number of Units	Number Vacant	Vacancy Rate (%)
Benton/Franklin (Tri-Cities)	849	770	5,564	262	4.7
Chelan/Douglas (Wenatchee)	835	751	938	9	1.0
Clark (Vancouver)	920	864	14,052	323	2.3
Cowlitz (Longview/Kelso)	788	652	987	52	5.3
King (Seattle/Bellevue)	852	1,227	134,567	5,114	3.8
Kitsap (Bremerton)	881	890	6,474	388	6.0
Kittitas (Ellensburg)	869	1,033	2,085	71	3.4
Pierce (Tacoma)	860	869	37,940	1,631	4.3
Skagit (Mt. Vernon/Anacortes)	855	793	1,358	38	2.8
Snohomish (Everett)	909	1,009	30,613	1,286	4.2
Spokane	873	725	12,085	471	3.9
Thurston (Olympia)	867	867	9,569	411	4.3
Walla Walla	831	634	440	7	1.6
Whatcom (Bellingham)	810	822	3,491	42	1.2
Whitman (Pullman)	776	771	4,381	105	2.4
Yakima	766	604	2,124	57	2.7
<b>STATEWIDE</b>	<b>863</b>	<b>1,052</b>	<b>266,668</b>	<b>10,269</b>	<b>3.9</b>

The WCRER survey includes the average size of units within each apartment complex. The smallest apartment units are found in Yakima County where the average size is 766 square feet. The largest apartments are found in Clark County where the average apartment is significantly larger at 920 square feet. While these aggregate statistics are interesting, it is important to compare similar types of properties across the markets.

The following graphic clearly illustrates the differences in the composition of the apartment market from community to community. Studio apartments are more prevalent in Walla Walla, King and Cowlitz counties, while 2-bedroom/2-bath units are most frequently encountered in Cowlitz and Chelan/Douglas county areas. One-bedroom units are especially dominant in King, Yakima and Thurston counties, while units with three or more bedrooms are most significant in Kittitas county, where student renters may choose to share large units to save money. Since 1-bedroom or 2-bedroom units with one bath are most prevalent in virtually all communities, those unit types will be the basis of subsequent comparisons.

**Composition of Apartment Market  
Selected Washington Communities, September 2013**



**1-Bedroom Apartments**

One-bedroom apartments are the most popular type of apartment unit in the state, accounting for 37.2% of all the units in the combined WCRER and D+S surveys. The statewide vacancy rate for 1-bedroom units has steadily decreased from its peak of 6.5% in third quarter 2009 to a 4-year low of 3.4 percent in the third quarter of 2013, similar to first quarter 2013. The average rent for 1-bedroom units has increased by about \$70 (7.9%) from last September to \$958. Vacancy rates varied from county to county throughout the state, with eight counties reporting fewer than 3.5 percent of one-bedroom apartments vacant. The highest vacancy rate for these small units was 5.3 percent in Cowlitz. Kitsap County, which in third quarter of 2012 had led with a vacancy rate of 7.6%, has seen the greatest improvement, with only 3.6% currently vacant. Average rent also ranged widely from a low of \$531 in Yakima County to \$1,129 in urban King County. The average size for a 1-bedroom unit was 676 square feet. The largest 1-bedroom apartments were found in Clark County where the average size was 695 square feet, while in Kittitas County the average 1-bedroom unit was only 569 square feet, roughly 18 percent smaller.

**Apartment Summary Characteristics — September 2013  
One-Bedroom Units**

County	Average Size (Sq. Ft.)	Average Rent (\$)	Vacancy Rate (%)
Benton/Franklin	678	677	4.2
Chelan/Douglas	659	621	0.5
Clark	695	735	2.3
Cowlitz	618	570	5.3
King	680	1129	3.4
Kitsap	676	764	3.6

County	Average Size (Sq. Ft.)	Average Rent (\$)	Vacancy Rate (%)
Kittitas	569	580	0.9
Pierce	662	735	3.7
Skagit	643	704	1.2
Snohomish	690	876	4.0
Spokane	686	620	3.8
Thurston	662	748	4.1
Walla Walla	768	625	2.1
Whatcom	629	714	0.5
Whitman	573	544	0.7
Yakima	648	531	2.0
STATEWIDE	676	958	3.4

## 2-Bedroom/1-Bath Apartments

The second most prevalent unit type in the state was the 2-bedroom/1-bath apartment, which accounted for 23.2% of all the units responding to the survey. Average rent for a 2-bedroom/1-bath unit was \$957, a \$57 (6.3%) increase from the fall 2012 survey. Average rents for 2-bedroom/1-bath units ranged from \$630 in Yakima County to \$1,160 in King County. The vacancy rate for 2-bedroom/1-bath units throughout the state dropped slightly since last September, with the current reading 4.0 percent. Vacancy rates ranged from a high of 7.2% in Kittitas County to a low of 1.2% in Whatcom County. Three additional counties had a shortage of 2-bedroom/1-bath units with vacancy rates less than 3.0 percent. In terms of unit size, Skagit County had the largest average size in the state (892 sq. ft.), with Clark and Snohomish counties close behind. The smallest 2-bedroom/1-bath apartments, on average, were in Kittitas County (707 sq. ft.)

### Apartment Summary Statistics — September 2013 Two-Bedroom/One Bath Units

County	Average Size (Sq. Ft.)	Average Rent (\$)	Vacancy Rate (%)
Benton/Franklin	875	758	5.3
Chelan/Douglas	860	766	1.8
Clark	883	803	2.7
Cowlitz	814	669	5.4
King	872	1160	3.7
Kitsap	860	851	5.7
Kittitas	707	777	7.2
Pierce	871	836	4.6
Skagit	892	779	3.4
Snohomish	888	950	4.2
Spokane	853	702	4.8
Thurston	846	829	4.4
Walla Walla	923	694	2.6
Whatcom	874	811	1.2
Whitman	767	713	3.5
Yakima	833	630	2.2
STATEWIDE	866	957	4.0

## Time Trends

Consistency is the key to a more complete understanding of the time trends associated with different apartment markets. For example, seasonal patterns vary from community to community (e.g. academic year in Whitman and Kittitas counties; agricultural cycle in Yakima and Chelan/Douglas counties). Both WCRER and D+S conduct surveys in March and September—months which are less subject to seasonal

variation. Results from the September 2012 and September 2013 surveys are shown in the following table. The statewide vacancy rate over the last year has decline significantly to 3.9%, a reduction of 0.6 percentage points during the year. Since this rate is somewhat below the 5.0 percent vacancy most apartment owners' view as optimal, rent increases and continued apartment construction should be anticipated in the months ahead.

Average rents across markets increased \$63 (6.4 percent) in the last year, which may be partially attributed to the relatively limited apartment vacancies over the past year. Four counties have seen an increase in the vacancy rate with Kitsap County's 6.0 percent vacancy leading the way. Meanwhile, there has been great improvement in the vacancy rates in other communities with Kitsap County shedding 2.1 percentage points off their total vacancies. King County has seen the greatest increase in rents since fall 2012 with an increase of \$86 (7.5 percent).

### Vacancy Rate and Average Rent Comparisons—September Surveys

Counties	September 2012		September 2013	
	Vacancy Rate	Average Rent	Vacancy Rate	Average Rent
Benton/Franklin	4.7%	\$741	4.7%	\$770
Chelan/Douglas	1.2%	\$730	1.0%	\$751
Clark	2.5%	\$806	2.3%	\$864
Cowlitz	2.8%	\$665	5.3%	\$652
King	4.2%	\$1,141	3.8%	\$1,227
Kitsap	8.1%	\$885	6.0%	\$890
Kittitas	0.4%	\$1,098	3.4%	\$1,033
Pierce	6.3%	\$843	4.3%	\$869
Skagit	2.3%	\$765	2.8%	\$793
Snohomish	4.6%	\$955	4.2%	\$1,009
Spokane	4.3%	\$679	3.9%	\$725
Thurston	6.2%	\$844	4.3%	\$867
Walla Walla	2.5%	\$611	1.6%	\$634
Whatcom	1.7%	\$801	1.2%	\$822
Whitman	0.7%	\$729	2.4%	\$771
Yakima	3.3%	\$587	2.7%	\$604
<b>STATEWIDE</b>	<b>4.5%</b>	<b>\$989</b>	<b>3.9%</b>	<b>\$1,052</b>

Runstad Center for Real Estate Studies/ University of Washington

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# EXHIBIT D

United States Census Bureau,  
Washington QuickFacts  
from the US Census Bureau

**Topics**  
Population, Summary

**Geography**  
Maps, Geographic Data

**Library**  
Infographic, Publications

**Data**  
Tools, Downloads

**About the Bureau**  
Research, Surveys

**Newsroom**  
Press, Events, Blogs

State & County QuickFacts

## Washington

People QuickFacts	Washington	USA
Population, 2013 estimate	6,971,408	316,128,839
Population, 2012 estimate	6,895,318	313,873,685
Population, 2010 (April 1) estimates base	6,724,543	308,747,716
Population, percent change, April 1, 2010 to July 1, 2013	3.7%	2.4%
Population, percent change, April 1, 2010 to July 1, 2012	2.5%	1.7%
Population, 2010	6,724,540	308,745,538
Persons under 5 years, percent, 2012	6.4%	6.4%
Persons under 18 years, percent, 2012	23.0%	23.5%
Persons 65 years and over, percent, 2012	13.2%	13.7%
Female persons, percent, 2012	50.1%	50.8%
White alone, percent, 2012 (a)	81.6%	77.9%
Black or African American alone, percent, 2012 (a)	3.9%	13.1%
American Indian and Alaska Native alone, percent, 2012 (a)	1.8%	1.2%
Asian alone, percent, 2012 (a)	7.7%	5.1%
Native Hawaiian and Other Pacific Islander alone, percent, 2012 (a)	0.7%	0.2%
Two or More Races, percent, 2012	4.3%	2.4%
Hispanic or Latino, percent, 2012 (b)	11.7%	16.9%
White alone, not Hispanic or Latino, percent, 2012	71.6%	63.0%
Living in same house 1 year & over, percent, 2008-2012	82.6%	84.8%
Foreign born persons, percent, 2008-2012	13.0%	12.9%
Language other than English spoken at home, pct age 5+, 2008-2012	18.2%	20.5%
High school graduate or higher, percent of persons age 25+, 2008-2012	90.0%	85.7%
Bachelor's degree or higher, percent of persons age 25+, 2008-2012	31.6%	28.5%
Veterans, 2008-2012	594,914	21,853,912
Mean travel time to work (minutes), workers age 16+, 2008-2012	25.5	25.4
Housing units, 2013	2,928,217	132,802,859
Homeownership rate, 2008-2012	63.6%	65.5%
Housing units in multi-unit structures, percent, 2008-2012	25.7%	25.9%
Median value of owner-occupied housing units, 2008-2012	\$272,900	\$181,400
Households, 2008-2012	2,619,995	115,226,802
Persons per household, 2008-2012	2.52	2.81
Per capita money income in past 12 months (2012 dollars), 2008-2012	\$30,661	\$28,051
Median household income, 2008-2012	\$59,374	\$53,046
Persons below poverty level, percent, 2008-2012	12.9%	14.9%
<b>Business QuickFacts</b>	<b>Washington</b>	<b>USA</b>
Private nonfarm establishments, 2012	175,553 <sup>1</sup>	7,431,808
Private nonfarm employment, 2012	2,361,697 <sup>1</sup>	115,938,468
Private nonfarm employment, percent change, 2011-2012	0.3% <sup>1</sup>	2.2%
Nonemployer establishments, 2012	412,542	22,735,915
Total number of firms, 2007	551,340	27,092,908
Black-owned firms, percent, 2007	S	7.1%
	1.2%	0.9%

American Indian- and Alaska Native-owned firms, percent, 2007		
Asian-owned firms, percent, 2007	6.8%	5.7%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	0.2%	0.1%
Hispanic-owned firms, percent, 2007	3.2%	8.3%
Women-owned firms, percent, 2007	28.7%	28.8%

Manufacturers shipments, 2007 (\$1000)	112,053,283	5,319,458,312
Merchant wholesaler sales, 2007 (\$1000)	76,790,966	4,174,286,516
Retail sales, 2007 (\$1000)	92,968,519	3,917,663,458
Retail sales per capita, 2007	\$14,380	\$12,990
Accommodation and food services sales, 2007 (\$1000)	12,389,422	613,795,732
Building permits, 2012	28,118	829,658

Geography QuickFacts	Washington	USA
Land area in square miles, 2010	66,455.52	3,531,905.43
Persons per square mile, 2010	101.2	87.4
FIPS Code	53	

1: Includes data not distributed by county.

(a) Includes persons reporting only one race.  
 (b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information  
 F: Fewer than 25 firms  
 FN: Footnote on this item for this area in place of data  
 NA: Not available  
 S: Suppressed; does not meet publication standards  
 X: Not applicable  
 Z: Value greater than zero but less than half unit of measure shown

Source: U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits  
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