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FILED
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WASHINGTON STATE
SUPREME COURT

SUPREME COURT
OF THE
STATE OF WASHINGTON

LYDIA LUTAAYA)	CASE NO: 74563-8-1
Appellant,)	
V)	MOTION FOR
BOEING EMPLOYEES')	PETITION FOR
CREDIT UNION,)	REVIEW
Respondent.)	

.....

PETITION FOR REVIEW FROM
THE COURT OF APPEALS, DIVISION ONE
OF THE
STATE OF WASHINGTON

OPINION DATED: APRIL 17TH, 2017
BY COMMISSIONERS:
SPEARMAN J, COX J & DWYER

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FILED
COURT OF APPEALS DIV 1
STATE OF WASHINGTON
2017 MAY 16 PM 12:09

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TABLE OF AUTHORITY

CASE NO: 15-CV-146:

TURQUOISE WYLIE (APPELLANT)

V

GLENNCREST (RESPONDANT)

COURT OF APPEALS OF DISTRICT OF COLUMBIA

DATED: JULY 21, 2016

That judgment on appeal was reversed. Rule 60(b) (1) (4)

Page 17

PETITIONER: (PRO SE)

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Lydia Lutaaya, Petitioner, respectfully asks this court to accept review of the Court of Appeals, Division One's opinion in the above-referenced appeal which states in part:

“Affirmed.”

The above referenced petition for review should be reviewed because it involves an issue of substantial public interest in that this case may potentially help re-write the court rules in terms of homeowners who are faced with unlawful detainer actions by a mortgage lender yet there are claims against the mortgage lender that are still pending in the court of law which claims should be disposed of completely before a writ of restitution is granted. This situation affects a lot of homeowners.

CITATIONS TO COURT of APPEAL DECISION

- The trial court ruled that BECU was entitled to possession and ordered Lutaaya evicted. Lutaaya appeals, arguing that the trial court erred in evicting her because BECU engaged in a variety of misconduct. Because Lutaaya's arguments are outside the scope of an unlawful detainer action, we affirm. Page 1
- BECU initiated a nonjudicial foreclosure in 2014, after Lutaaya defaulted on a home loan. Page 1
- Lutaaya also asserted these claims in a number of lawsuits against BECU, separate from the unlawful detainer. Her separate legal actions are not part of the record in this case. Page 2
- That Lutaaya contends that the trial court erred in granting BECU a writ of restitution and evicting her from the property. She asserts that BECU altered her mortgage records and relied on those falsified records to foreclose.

- Opinion filed: April 17th, 2107

ISSUES PRESENTED FOR REVIEW

I am respectfully asking the Supreme Court to review the appellant's opening brief and appellant's response to respondent, BECU's brief to get a clear picture about this case. Brief page 3 to 41

The Court of Appeals claims that the legal actions I have against BECU are not part of the record in this case. See verbatim report dated January 5, 2016 page 21 to 24

BECU violated my rights as a homeowner even though my mortgage was current at the time with never a missed mortgage payment in the 10 years I owned my home.

BECU violated the state consumer protection laws and breach of contract violating the purpose of the duty of good faith and fair dealing. Brief page 4

BECU's conduct frustrated the petitioner's contractual expectations which included unreasonable and reckless behavior. BECU's conduct exceeded my justifiable expectations because BECU's behavior was arbitrary, capricious and unreasonable as clearly referenced below:

1. BECU added Renton PD on my mortgage and BECU refused to take Renton PD off my mortgage despite my pleadings. For the past 3 years, BECU failed to answer why Renton PD was added on my mortgage. Brief page 4, 10, 11
2. BECU started deleting payments I made several years ago to make it look like I missed those payments to force a foreclosure even though my payments were current at the time. Brief page 4, 5,8
3. BECU collaborated with the Renton PD in affecting my income with the intention to deliberately force me to default on my mortgage so BECU could foreclose on my home. Renton PD would call my employers and asking them not to hire me claiming I was prostituting myself. Brief page 6, 11, 17, 18,
4. Renton PD also reported falsely on my criminal record so I never get a job again. Brief page 9,11
5. BECU deliberately allowed Renton PD to hack my accounts and write notes on my account instructing BECU employees to pull money from my account so that I could not have money to pay for the mortgage for that month. To disclose my credit card numbers, social security number and employer bank information. Brief page 13

6. BECU prosecuted the plan by aiding the Renton PD in obtaining all my credit card information and messing up my accounts. Brief page 4, 6,7,12, 13, 15, 16, 17,
7. BECU failed to report the hacking despite Renton PD disclosing very clearly on the account who they were and documenting very well what BECU needs to do to mess up my account to force a repossession. Brief 16.
8. BECU denied me access to my mortgage and car account. Printing was disabled so I could not print the evidence that was very clearly documented on the account. Brief page 5, 8, 12, 13, 26, 27
9. BECU together with the Renton PD stole my identity and used it to scam millions of dollars from several companies claiming I am the Face of Boeing. The reason BECU added Renton PD on my mortgage to lie to all these companies that I was somehow connected to the Renton PD. Brief 4, 9, 10, 24,
10. Due to the fact that BECU had all the evidence on the account, BECU deleted the entire mortgage to hide the evidence. Brief 5, 7
11. When I subpoenaed BECU to produce the 10 years of my mortgage history plus my car account information, BECU failed to

do so. BECU presented partial recreated mortgage information on plain pieces of papers. Brief 5, 6, 8, 22, 26

12. BECU denied me access to the bank to review my mortgage history to make sure it matches with the hard copies BECU presented in response to the subpoena. Brief page 26, 27. BECU failed and deliberately refused to review my mortgage and car information during any of the court hearing to prove that my accusation that BECU had re-created the mortgage information were false. 26, 27

13. Was all the above-referenced fraudulent violation of consumer protection laws, breach of contract violating the purpose of the duty of good faith and fair dealing be ignored by the Superior Court before granting a writ of restitution to BECU?

STATEMENT OF THE CASE

I bought my home at the above referenced address as a single woman, to be used as my primary residence for \$275,000 with a monthly payment of \$1,850 on October 2006 and BECU financed the home. For the entire 10 years I owned my home, I never missed a mortgage or car payment not even once until January 2014 when BECU deliberately collaborated with Renton PD in scamming several companies of millions of dollars claiming I was the Face of Boeing and if these companies could pay to meet. Brief page 6, 9, 10

All this was after several of these companies started responding to my picture that Renton PD had posted on their website claiming I was a “Wanted Person” and yet I was not a “Wanted Person.” Brief 9

Shortly after, Renton PD went to BECU – The Landing in Renton and asked a BECU employee to add them (Renton PD) on my mortgage. Brief page 4, 10, 11

I have spent the 2 years going from BECU branch to another to ask why Renton PD was added to my mortgage, to ask BECU to take Renton PD off my mortgage and why BECU was refusing to take Renton PD off my mortgage. Brief page 11, 12

BECU continued to act unreasonably and recklessly by deleting payments I made several years ago to make it look like I missed those payments to force a foreclosure. Brief page 4, 7, 8, 15

BECU then allowed Renton PD to hack all my accounts and write notes in my internal notes asking BECU to disclose my credit card numbers, pull money out of my accounts so I don't have money to pay for the mortgage, disabled the printing features so that I am not able to print all the evidence on the account, online banking blocked. Brief 4, 5, 7, 13

BECU collaborated with Renton PD deliberately to affect my income to force me to default on my mortgage so BECU could now repossess the home. To hide the evidence, BECU deleted the mortgage. Brief page 6, 11, 17, 18

As a frustrated homeowner, I went to several BECU branches to complain and as a result, I was banned from any BECU facilities. I sued BECU starting from the Superior Court in Seattle where the case was dismissed. I sued again at the Superior Court in Kent and asked BECU to subpoena my 10 years of my mortgage and car accounts. BECU responded by submitting fake recreated mortgage documents. Brief page 5, 6, 8, 22, 23, 26, 27

I challenged BECU to grant me access to any BECU branch to verify the documents online but BECU declined and declined my pleadings to review the entire mortgage online during the scheduled court hearings that were going on at the Superior Court in Kent. Brief page 26, 27

Why was BECU refusing to prove me wrong that my claims were false by allowing me to review my online mortgage history to verify the mortgage documents BECU submitted in response to the subpoena were legitimate? Brief page 27

Because BECU violated my consumer rights even when my mortgage was current, I asked BECU to write off my home plus some monetary damages for all the violation of consumer rights. Brief page 16, 30.

In response to my claim, BECU instead of settling my claims, finds an easy way out and starts an unlawful detainer against me. Brief page 27, 28, 29, 30. BECU is continuing to fool itself. BECU may think they cheated my home but are in for a drastic turn in case.

I responded to the unlawful detainer hearing which was held in Commissioner Nancy Bradburn's chambers but Binh Nguyen, the attorney for BECU never argued the case but still Commissioner Nancy Bradburn granted the order of Writ of Restitution to BECU. Brief page 27, 28, 29, 30,

I appealed the case to the Court of Appeals who also erred and affirmed that the Superior Court did not error in granting a Writ of Restitution of my home to BECU. The Court of Appeals claimed that my “arguments are outside the scope of an unlawful detainer action and affirmed the Superior Court’s order.

So, I have submitted a motion to the Supreme Court to review this case for the sake of justice. Even though BECU is the mortgage lender, BECU should not be violating a homeowner’s mortgage just to deliberately force a foreclosure.

ARGUMENT

Let the law be the law. And that is why we have the law. The Superior court and Court of Appeals should not to be aiding BECU’s mortgage scams by considering the law only when the law is in BECU’s favor. The Superior Court granting the writ of restitution of my home to BECU and the Court of Appeals affirming that decision.

The Superior Court deliberately ignored the fact that BECU sabotaged a homeowner’s home who was current on her payments. I had never had any issues with BECU whatsoever but simply my life got

caught up in the scam BECU and Renton PD were involved in when both companies lied that I was the Face of Boeing and scammed companies of millions of dollars using my Face.

In an effort by both BECU and Renton PD thinking I was a woman who could be easily manipulated (they were dead wrong) by adding Renton PD on my mortgage and get me involved in the scam of millions of dollars but failed to do so, both Renton PD and BECU resorted to deliberately deleting payments I made several years ago to make it look like I missed those payments, collaboration between the BECU and Renton PD to affect my great income in order to force me to default on my mortgage and all the above-referenced claims as declared.

Then the Court of Appeals claimed that “Lutaaya’s arguments are outside the scope of an unlawful detainer” and therefore affirmed the Superior Court’s order to award BECU the writ of restitution of my home.

Here is the key point that both the Superior Court and the Court of Appeals are deliberately ignoring. BECU started sabotaging my current mortgage and tried to force a foreclosure. So, BECU saw an easy way out to get the home. All they had to do was fight me, a single woman, who was helpless in fighting an entire Renton PD of over 300 officers plus an entire BECU of over 3000 employees who were determined to take that

home away from me for whatever reason well known to them. Evidence of this is when BECU added Renton PD on my mortgage and deleting payments.

And this is where the law should have kicked in by the Superior Court that has the power to enforce the law to judge the case honestly for the sake of justice to make sure that the law protects me as a homeowner who had never defaulted on her mortgage payments to make sure that such mortgages scams by BECU are not encouraged.

The Court of Appeals claims that “Lutaaya’s arguments are outside the scope of an unlawful detainer” and affirmed the Superior Court’s decision, which was wrong because the Superior Court should have stepped in for the sake of justice and made sure that the law was applied by BECU regarding consumer protection rights of a homeowner. BECU is the one that violated the law in the first place by adding Renton PD on my mortgage, deleting mortgage payments to try and force a repossession, denying me my online access, submitting fake recreated notes and so forth as declared above.

Therefore, that is where and when the law should have kicked in and protected me from BECU’s mortgage scam and not waiting for the law to be in BECU’s favor after BECU having deliberately forced me to

default on the mortgage and then the law applies because it is in BECU's favor and therefore, the Writ of restitution of my home was granted.

This was a big error by the Superior Court and the Court of Appeals' opinion that my arguments are outside the scope of an unlawful detainer are biased, unreasonable and simply unconstitutional because the law should not be considered only when it is in BECU's favor but also considered my pleadings even though I am a single citizen. BECU broke the law first. A bank does not do what BECU did to my home.

BECU altered my mortgage records because of all the evidence that was on the account. BECU deleted my mortgage information and relied on those falsified records to foreclose on my home. That is why I challenged the validity of the foreclosure. Evidence is true because when I challenged BECU to prove my allegations that BECU submitted fake documents to repossess my home by letting us review my online mortgage information to verify it with the documents submitted, BECU declined. BECU also declined me access to any BECU location to review the submitted documents in person.

CONCLUSION

I am requesting the Supreme Court to review this petition and reverse the Superior Court's order of the writ of restitution of my home and the Court of Appeals opinion and grant an order awarding the possession of my home back to me.

See Turquoise Wylie V Glenncest (Columbia- 2016)

The law should not be awarding the writ of restitution of my home to BECU, a bank that tried to scam my home when my mortgage was current. That is why the Supreme Court should reverse both the Superior Court and the Court of Appeals' decisions.

Submitted by:

Lydia Lutaaya



3001 SE 10th St #1013

Renton, WA 98058

Tel: 206-321-1057

Dated: May 16th, 2017

May 16th, 2017

DECLARATION OF SERVICE

I declare under penalty of perjury for the laws of the State of Washington that on May 16th, 2107 I served a copy of Motion for Petition for Review to the following parties who are lawyers for the respondent, BECU.

1. John David Du Wors
Keith Patrick Scully
Of
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(HAND DELIVERED)

2. Binh Nyugen
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(REGULAR MAIL WITH THE
CORRECT POSTAGE)

Declared by:

Lydia Lutaaya.



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IN THE COURT OF APPEALS FOR THE STATE OF WASHINGTON

LYDIA LUTAAYA,

Appellant,

v.

BOEING EMPLOYEES'
CREDIT UNION,

Respondent.

No. 74563-8-I

DIVISION ONE

UNPUBLISHED OPINION

FILED: April 17, 2017

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COURT OF APPEALS DIV I
STATE OF WASHINGTON

SPEARMAN, J. — Unlawful detainer is a narrow cause of action limited to determining the right of possession. After purchasing Lydia Lutaaya's home at a nonjudicial foreclosure sale, Boeing Employees' Credit Union (BECU) brought an unlawful detainer action. The trial court ruled that BECU was entitled to possession and ordered Lutaaya evicted. Lutaaya appeals, arguing that the trial court erred in evicting her because BECU engaged in a variety of misconduct. Because Lutaaya's arguments are outside the scope of an unlawful detainer action, we affirm.

FACTS

BECU initiated a nonjudicial foreclosure in 2014, after Lutaaya defaulted on a home loan.¹ Lutaaya did not seek to restrain the sale. BECU purchased the

¹ Lutaaya disputes that she defaulted on the loan.

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home at the foreclosure sale in 2015. Lutaaya did not vacate and BECU brought an unlawful detainer action.

At the show-cause hearing, BECU asserted that it purchased the home at the foreclosure sale, gave Lutaaya notice to vacate, and complied with service requirements. Lutaaya did not dispute that BECU purchased the home or deny that she received notice and service. But Lutaaya urged the trial court not to award possession to BECU because it had engaged in a variety of unlawful conduct, including falsifying Lutaaya's account records and conspiring with the Renton Police Department to target Lutaaya.²

The trial court found that BECU was entitled to possession of the home and issued a writ of restitution. Lutaaya appeals.

DISCUSSION

Lutaaya contends that the trial court erred in granting BECU a writ of restitution and ordering her to vacate the property.

An unlawful detainer action is a summary proceeding for determining the right of possession of real property. Munden v. Hazelrigg, 105 Wn.2d 39, 45, 711 P.2d 295 (1985) (citing RCW 59.12.030). Because it is a summary proceeding, the action is limited to the question of possession. Id. (citing Kessler v. Nielsen, 3 Wn. App. 120, 472 P.2d 616 (1970)). Unlawful detainer is available to the purchaser at a nonjudicial foreclosure sale if the previous owner does not vacate.

² Lutaaya also asserted these claims in a number of lawsuits against BECU, separate from the unlawful detainer action. Her separate legal actions are not part of the record in this case.

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RCW 61.24.060(1). The purchaser must comply with statutory notice requirements. RCW 61.24.060(2).

In reviewing an unlawful detainer action, we review findings of fact for substantial evidence and conclusions of law de novo. Pham v. Corbett, 187 Wn. App. 816, 825, 351 P.3d 214 (2015) (citing Hegwine v. Longview Fibre Co., Inc., 132 Wn. App. 546, 555-56, 132 P.3d 789 (2006)). We begin with a presumption in favor of the trial court's findings. Id. (citing Green v. Normandy Park Riviera Section Comm. Club, Inc., 137 Wn. App. 665, 689, 151 P.3d 1038 (2007)). The appellant has the burden of demonstrating that findings of fact are not supported by substantial evidence. Id.

In this case, Lutaaya contends that the trial court erred in granting BECU a writ of restitution and evicting her from the property. She asserts that BECU altered her mortgage records and relied on these falsified records to foreclose. Lutaaya thus appears to challenge the validity of the foreclosure sale. She also claims that BECU, acting alone or in collaboration with the Renton Police Department, violated her rights as a member of the credit union, violated consumer protection laws, used her image to solicit funds, and engaged in various efforts aimed at destroying Lutaaya and her family. But an unlawful detainer action "do[es] not provide a forum for litigating claims to title" or other issues unrelated to the right of possession. Fed. Nat. Mortg. Ass'n v. Ndiaye, 188 Wn. App. 376, 382, 353 P.3d 376 (2015) (citing Puget Sound Inv. Grp., Inc. v. Bridges, 92 Wn. App. 523, 526, 963 P.2d 944 (1998)). Because Lutaaya's claims that the foreclosure was invalid and that BECU acted improperly are outside the

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scope of an unlawful detainer action, the trial court did not err in declining to consider them.

Lutaaya does not dispute that BECU purchased the property at the foreclosure sale and gave her notice to vacate. Because BECU was the lawful owner of the property and complied with procedural requirements, the trial court did not err in granting BECU a writ of restitution.

Affirmed.

WE CONCUR:

D. J. [Signature]

Spears, J.

Cox, J.