

FILED
SUPREME COURT
STATE OF WASHINGTON
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BY SUSAN L. CARLSON
CLERK

Supreme Court No. 99438-2
(COA No. 79700-0-1)

SUPREME COURT
OF THE STATE OF WASHINGTON

Dameas Duranzan,
Petitioner,

v.

Seattle Housing and Resource Effort (S.H.A.R.E.),
Respondent.

S.H.A.R.E.'S ANSWER TO PETITION FOR REVIEW

Gregory M. Miller, WSBA No. 14459
Scott R. Weaver, WSBA No. 29267

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Attorneys for Respondent

TABLE OF CONTENTS

	<u>Page</u>
APPENDICES	ii
TABLE OF AUTHORITIES	iii
I. INTRODUCTION	1
II. RESTATEMENT OF THE CASE.....	2
A. Overview.....	2
B. Procedural Facts.....	3
III. RESTATEMENT OF ISSUES	4
IV. REASONS WHY REVIEW SHOULD BE DENIED	4
A. Review Should Be Denied Because The RAP 13.4(b)(1) and (2) Criteria Have Not Been Met.	4
B. Review Should Be Denied Because The Petition Does Not Present Any Issues Of State-Wide Importance This Court Needs To Address.....	7
V. CONCLUSION.....	8

APPENDIX A

Page(s)

March 4, 2019, ejectment order, CP 302-312.....A-1 to A-11

TABLE OF AUTHORITIES

Washington Cases, Statutes, & Court Rules **Page(s)**

Washington Cases

Duranzan v. Seattle Housing And Resource Effort,
15 Wn.App.2d 1011, 2020 WL 6561304..... *passim*

Najewitz v. Seattle, 21 Wn.2d 656, 152 P.2d 722 (1944), 5, 6

Turner v. White, 20 Wn.App. 290, 579 P.2d 410 (1978),..... 5, 6

Statutes and Court Rules

1973 Landlord Tenant Act (RLTA)..... 5-6

RCW 59.18.030(28)..... 6

RCW 59.18.040 3

RCW 59.18.040(8)..... 5

SMC 22.206.160(C)(1)(g) 6-7

Title 13 RAP 1

RAP 13.4(b) 4

RAP 13.4(b)(1) 4-5

RAP 13.4(b)(2) 4-5

RAP 13.4(b)(3). 5

RAP 13.4(b)(4). 5, 7

I. INTRODUCTION

This case arises from the trial court's March, 4, 2019, order granting Respondent Seattle Housing and Resource Effort (S.H.A.R.E.) ("SHARE")'s third summary judgment motion and evicting Petitioner Dameas Duranzan ("Petitioner") and other employees from SHARE housing following events in the summer of 2018. Petitioner was the only former employee-plaintiff who appealed. After the commissioner denied a stay of the order of eviction, the matter was briefed and considered on the merits. The Court of Appeals affirmed the trial court by a unanimous decision filed November 9, 2020, *Duranzan v. Seattle Housing And Resource Effort*, 15 Wn.App.2d 1011, 2020 WL 6561304 ("Decision").

The panel considered Petitioner's arguments and, in a well-reasoned decision by Judge Leach: 1) affirmed the trial court's rulings that Petitioner was a tenant at will; and 2) affirmed the order evicting Petitioner from housing provided by SHARE's housing-for-work program. The Decision explained that the rulings are consistent with applicable law.

The Petition basically argues that the Decision failed to correctly apply the statutes because it did not decide the appeal in Petitioner's favor, and asserts new arguments not previously raised. First, the Petition is wrong because the Decision correctly applied the applicable statute and ordinance. Second, the Petition does not meet the criteria of Title 13. There are no conflicts with published appellate authority nor state-wide issues that require this Court's resources to resolve.

The Petition should be denied.

II. RESTATEMENT OF THE CASE

A. Overview.

SHARE is a non-profit homeless shelter with locations all over Seattle. It is a peer run organization, *i.e.*, it is run, managed, and operated by persons who, for the most part, are or were once homeless themselves. SHARE created a program whereby competent and sober homeless persons can work approximately eight hours *per week* at the various shelters. Pursuant to their employment agreement, in exchange for the work, the employee is provided with a private bedroom at one of its shelters. Also pursuant to the employment agreement, the employment and rooming situation can be immediately terminated for cause.

Petitioner, along with other SHARE employees, was terminated for cause during the summer of 2018. They were directed to vacate the Premises by SHARE, but refused. Petitioner, a very experienced and regular litigant, initiated the first legal action against SHARE. Soon other former employees filed actions, SHARE answered and filed counterclaims, and the various matters were consolidated.¹ Petitioner and the other ex-employees sought to stop SHARE from evicting or ejecting them, along with other remedies including damages.

Numerous court appointed and non-profit attorneys appeared for Petitioner and the other plaintiffs below – Petitioner and his fellow plaintiffs were well represented in the trial court. The various counsel

¹ *Dameas Duranzan v. Sheri Rowe* (18-2-17523-2), *Macias v. S.H.A.R.E.* (18-2-19695-7) and *Macias v. Rowe* (18-2-18524-6). All of those matters were consolidated into (18-2-19695-7). Only Petitioner's case proceeded beyond the trial court.

brought summary judgment motions on behalf of the other plaintiffs, which Petitioner joined.²

B. Procedural Facts.

The Court of Appeals succinctly detailed the procedural context:

Seattle Housing and Resource Effort (SHARE) is a non-profit homeless shelter and a housing-for-work program. Bunkhouse SHARE 2 (BHS2) is an 8-unit single family duplex that houses low-income and homeless tenants. Residents of BHS2 resided there in exchange for work performed with SHARE. Residents paid monthly utility co-payments.

Between July and August 2018, SHARE agents terminated Dameas Duranzan, Brett Gaspard, Emily Walker, and Joshua Dennard (residents) from employment and housing with SHARE. The residents refused to vacate and sued for declarative and injunctive relief to prevent their eviction. The trial court consolidated their cases.

SHARE asked the court to dismiss the residents' claims on summary judgment. The trial court denied this request but stated SHARE could bring a later summary judgment on the issue of ejection "as long as the legal basis is something other than one of the exemptions under RCW 59.18.040 that was argued" previously. SHARE later filed another summary judgment request. The trial court granted SHARE's request in part finding the residents were "tenants at will" and not periodic tenants, and the residents' housing with SHARE was not subject to Seattle's Just Cause Eviction Ordinance. It denied SHARE's request based on unjust enrichment and denied the residents' request for summary judgment.

² For instance, Attorneys Clausen and Gill appeared at different times for Petitioner. The Northwest Justice Project ("NWJP") appeared for a number of the plaintiffs and handled the great bulk of all briefing and argument in opposition to SHARE's multiple summary judgment motions. None appeared in the appeal, or took their own appeal.

Trial court hearings were often packed with the array of attorneys representing Petitioner, other plaintiffs, and SHARE, the plaintiffs and Petitioner themselves, support canines, and various interested persons from SHARE.

SHARE made a third request for summary judgment. Before the court hearing on this request, Duranzan's court appointed counsel Paul Gill asked the court to let him withdraw as Duranzan's counsel. On March 4, 2019, the trial court granted SHARE's third summary judgment request and ordered entry of final judgment on the ejectment claim only. The trial court then allowed Gill to withdraw as counsel.³

Decision, Slip Op. at 1-2. *See* App. A, March 4, 2019, ejectment order, CP 302-312. Petitioner's immediate motion for a stay at the Court of Appeals was denied by the commissioner, and he then sought a stay in the trial court which was also denied. CP 1413-1416.

The writ of ejectment was issued and executed upon by the sheriff, who filed the returns of the ejectments on March 27, 2019, one year before the pandemic began. CP 1203-1242. *See* Brief of Respondent, p. 5. Petitioner has now been out of the premises for over two years.⁴

III. RESTATEMENT OF ISSUES

1. Should review be denied where none of the criteria in RAP 13.4(b) are met and the Court of Appeals correctly applied the law?

IV. REASONS WHY REVIEW SHOULD BE DENIED

A. Review Should Be Denied Because The RAP 13.4(b)(1) and (2) Criteria Have Not Been Met.

RAP 13.4(b) states that review will be accepted "*only*" if the Court of Appeals decision is in conflict with a decision of the Supreme Court or a published decision of the Court of Appeals, or raises a significant

³ Petitioner raised a claim of alleged ineffectiveness of counsel in his appeal and the Decision disposed of it. The Petition does not raise it, so it is not before the Court.

⁴ When the parties mediated the dispute in the summer of 2020, Petitioner was not homeless but was living in an apartment on Capital Hill in Seattle.

question of law under the state or federal Constitutions, or involves an issue of substantial public interest that this Court needs to resolve. RAP 13.4(b)(1)-(4). The Petition does not raise any constitutional issue, instead arguing primarily that the Decision conflicts with state appellate decisions. There is no such conflict. Petitioner just does not like how the Decision applied the statutes.

The Petition takes issue with the Court of Appeals' straightforward application of RCW 59.18.040(8) of the 1973 Landlord Tenant Act and a municipal ordinance, SMC § 22.206(c)(1)(g), claiming the Decision misconstrued both in finding he was a tenant at will. *See* Petition at p. 1.

In fact, the Decision correctly applied the terms of the statute and ordinance in conjunction with *Turner v. White*, 20 Wn.App. 290, 579 P.2d 410 (1978),⁵ to confirm the trial court ruling that Petitioner, and the other resident employees, were tenants at will. The Decision noted that the duties owed to a tenant by a landlord "depend on a tenant's classification":

In *Turner v. White*, an employer allowed its employee to live rent free on employer owned property in exchange for his work. The court there held the employee was a tenant at will where "the tenant had come upon the premises with the permission of the owner, the tenancy was terminable without notice and provided for no monthly or periodic payments." Just as in *Turner*, the residents here had permission to be on the premises in exchange for services provided, the tenancy was terminable without notice, and the residents provided no periodic rent payments. So, the trial court correctly decided Duranzan was a tenant at will.

⁵ *Turner* applied this Court's decision in *Najewitz v. Seattle*, 21 Wn.2d 656, 152 P.2d 722 (1944), which Respondent relied on in its merits briefing in discussing tenancies at will. *See* Response Brief of Respondent, pp. 11-16.

SHARE required Duranzan to pay a utility co-payment. Duranzan also asserts “[u]nder the RLTA utility payments are rent.” But, the RLTA does not say this.

RCW 59.18.030(28) states, “ ‘[r]ent’ or ‘rental amount’ means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities.” This means rent may include utilities but does not mean a charge for only utilities is rent. Duranzan’s assertion fails.

Decision, Slip Op. at 3-4 (footnotes omitted). *See* SHARE’s response brief below, pp. 11-16, analyzing why Petitioner was a tenant at will.

The Petition contends that neither *Turner* nor *Najewitz* apply because they predate the applicable statutes⁶ and the parties in those cases lived at the location where they worked for their rent. First, both cases addressed common law tenants at will with rent forgiveness arising out of employment for the owner-landlords in question. Second, nothing in the statutes precludes the result reached by the trial court and in the Decision. In addition to the analysis of the RLTA quoted *supra*, the Decision rejected Petitioner’s claim the ordinance precluded his eviction with a statutory analysis measured against the undisputed facts:

MC 22.206.160(C)(1)(g) provides:

The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this Section 22.206.160:

⁶ *Turner* is a 1978 case and thus, decided after the 1973 Residential Landlord Tenant Act. That it addressed the unlawful detainer statute and not the RLTA does not undercut its use of the common law tenancy at will concept, nor its proper application here. As Judge Leach noted in the Decision, the duties owed depend on the tenant’s classification.

(g) The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated....

SHARE presented unchallenged evidence that Duranzan's occupancy of its property was conditioned on his employment by SHARE and that this occupancy right terminated upon the termination of his employment. In his complaint, Duranzan admitted that previously SHARE employed him, terminated him on July 13, 2018, and required him to vacate its property. So, SHARE presented unchallenged evidence satisfying the requirements of SMC 22.206.160(C)(1)(g) as just cause for terminating a tenancy.

Decision, Slip Op. at p. 5. *See also* SHARE's response brief below at pp. 18-23, describing how the statutes in question encompassed an employee like Petitioner whose residence was in one location while he performed the work for his rent in another location owned by his employer/landlord, SHARE.

B. Review Should Be Denied Because The Petition Does Not Present Any Issues Of State-Wide Importance This Court Needs To Address.

The Petition also does not present this Court with a state-wide issue that urgently needs to be resolved by this Court per RAP 13.4(b)(4). There is no evidence in the record of "an unprecedented number of evictions in the coming months" (Petition at 8), only an unsupported argument. It is pure speculation.

Moreover, had there been a genuine concern of injustice and exploitation of such employees by non-profit homeless shelters, the lawyers and agencies who were deeply involved in the trial court for the other plaintiffs would have appealed such an unjust result for their clients.

They did not. Instead, the writ of ejectment was issued and executed upon by the sheriff in March of 2019, one year before the pandemic.

The fact that the other evicted employees and their counsel did not appeal the evictions confirms there is no statewide issue that needs this Court's immediate attention.

V. CONCLUSION

Respondent SHARE respectfully asks the Court to deny review.

Dated this 30th day of March, 2021.

CARNEY BADLEY SPELLMAN, P.S.

By /s/ Gregory M. Miller

Gregory M. Miller, WSBA No. 14459

Scott R. Weaver, WSBA No. 29267

Attorneys for Respondent

CERTIFICATE OF SERVICE

The undersigned certifies under penalty of perjury under the laws of the State of Washington that I am an employee at Carney Badley Spellman, P.S., over the age of 18 years, not a party to nor interested in the above-entitled action, and competent to be a witness herein. On the date stated below, I caused to be served a true and correct copy of the foregoing document on the below-listed attorney(s) of record by the method(s) noted:

<i>Pro Se Petitioner Dameas Duranzan</i> Dameas Duranzon 3516 S Juneau Street, Room 203 Seattle, WA 98118 Phone: 253-754-2047 Email: dameassd@gmail.com	<input type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Messenger <input type="checkbox"/> email <input checked="" type="checkbox"/> Other – via Portal
---	---

DATED this 30th day of March, 2021.

/s/ Elizabeth C. Fuhrmann
Elizabeth C. Fuhrmann
Legal Assistant/Paralegal to
Scott R. Weaver

APPENDIX A

Page(s)

March 4, 2019, ejectment order, CP 302-312.....A-1 to A-11

FILED
2019 MAR 04
KING COUNTY
SUPERIOR COURT CLERK

CASE #: 18-2-19695-7 SEA

ISSUED

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN THE COUNTY OF KING

BRANDON N. MACIAS, et al.

Petitioners,

v.

S.H.A.R.E,

Respondent.

NO. 18-2-19695-7 SEA

(Consolidated No. 18-2-18524-6 SEA &
No. 18-2-17523-2 SEA)

ORDER DIRECTING CLERK TO
ISSUE WRITS OF EJECTMENT

(Clerk's Action Required)

BRANDON N. MACIAS,

Petitioner,

v.

SHERI ROWE,

Respondent.

DAMEAS DURANZAN

Petitioner,

v.

SHERI ROWE,

Respondent.

THIS MATTER is before the Court upon Respondent S.H.A.R.E.'s ("Respondent") Motion for Issuance of Writs of Ejectment, and the Court granted Respondent's 3rd Motion for Summary Judgment and ordered entry of final judgment on the ejectment claim only. Therefore, the clerk of the court is ORDERED to issue five writs of ejectment, each as described below.

ORDER DIRECTING CLERK TO ISSUE WRITS
OF EJECTMENT - 1

CARNEY BADLEY SPELLMAN, P.S.
701 Fifth Avenue, Suite 3600
Seattle, WA 98104-7010
(206) 622-8020

ROW013-0001 5674567

ORIGINAL

1
2 The first writ of ejectment to **BRANDON N. MACIAS** shall provide:

3
4 THE STATE OF WASHINGTON TO: THE KING COUNTY SHERIFF:

5 WHEREAS, on March 4, 2018, the above-entitled Court ordered the issuance of
6 a Writ of Ejectment restoring to the Respondent the property described in the
7 RESPONDENTS' SECOND AMENDED ANSWER TO COMPLAINT AND
8 COUNTERCLAIM FOR EJECTMENT AND DAMAGES and hereafter described
9 below. Now, therefore, you, King County Sheriff, are commanded to deliver to said
10 Respondent, SEATTLE HOUSING AND RESOURCE EFFORT (S.H.A.R.E),
11 possession of the Premises located in the City of Seattle, County of King, and State of
12 Washington, currently occupied by the above-named petitioner, **BRANDON N.**
13 **MACIAS**, and more particularly described as real property located at 3516 South
14 Juneau Street, Seattle, WA 98818 ("Premises"), including but not limited to Room 201,
15 and to break and enter, if necessary, and make due return of the writ within ten (10) days
16 from this date according to law, provided that if return is not possible within ten (10)
17 days, the return on this writ shall be automatically extended for a ten (10) day period.
18 All persons occupying Room 201 are to be ejected and are to be removed from the
19 Premises. Other than Brandon N. Macias, any persons in Room 201, and persons named
20 in a separate Writ of Ejectment, no other persons shall be removed from the Premises
21 as this is a group-housing situation.

22 As to Room 201 only, in addition to **BRANDON N. MACIAS**, all other
23 occupants in Room 201 shall be removed from that room, from the Premises, and shall
24 be escorted off the Premises. If **BRANDON N. MACIAS** is found anywhere else on
25 the Premises, he shall be ejected/removed from the Premises. As to other occupants
26 found at the Premises in a location other than Room 201, those persons may remain at

1 the Premises unless directed otherwise in this Writ or a related Writ. The Premises are
2 home to a number of individuals, and as such, only certain individuals are to be removed
3 from the Premises.

4 IMPORTANT NOTICE--PARTIAL PAYMENTS

5 YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU
6 AFTER SERVICE OF THIS WRIT OF EJECTMENT WILL NOT
7 AUTOMATICALLY POSTPONE OR STOP YOUR EJECTMENT. IF YOU HAVE A
8 WRITTEN AGREEMENT WITH YOUR LANDLORD THAT THE EJECTMENT
9 WILL BE POSTPONED OR STOPPED, IT IS YOUR RESPONSIBILITY TO
10 PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE SHERIFF
11 WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE
12 AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE
13 FURTHER ACTION.

1 The second writ of ejectment to **EMILY WALKER** shall provide:

2
3 THE STATE OF WASHINGTON TO: THE KING COUNTY SHERIFF:

4 WHEREAS, on March 4, 2018, the above-entitled Court ordered the issuance of
5 a Writ of Ejectment restoring to the Respondent the property described in the
6 RESPONDENTS' SECOND AMENDED ANSWER TO COMPLAINT AND
7 COUNTERCLAIM FOR EJECTMENT AND DAMAGES and hereafter described
8 below. Now, therefore, you, King County Sheriff, are commanded to deliver to said
9 Respondent, SEATTLE HOUSING AND RESOURCE EFFORT (S.H.A.R.E),
10 possession of the Premises located in the City of Seattle, County of King, and State of
11 Washington, currently occupied by the above-named petitioner, **EMILY WALKER**,
12 and more particularly described as real property located at 3516 South Juneau Street,
13 Seattle, WA 98818 ("Premises"), including but not limited to Room 202, and to break
14 and enter, if necessary, and make due return of the writ within ten (10) days from this
15 date according to law, provided that if return is not possible within ten (10) days, the
16 return on this writ shall be automatically extended for a ten (10) day period. All persons
17 occupying Room 202 are to be ejected and are to be removed from the Premises. Other
18 than Emily Walker, any persons in Room 202, and persons named in a separate Writ of
19 Ejectment, no other persons shall be removed from the Premises as this is a group-
20 housing situation.

21 As to Room 202 only, in addition to **EMILY WALKER**, all other occupants in
22 Room 202 shall be removed from that room, from the Premises, and shall be escorted
23 off the Premises. If **EMILY WALKER** is found anywhere else on the Premises, she
24 shall be ejected/removed from the Premises. As to other occupants found at the Premises
25 in a location other than Room 202, those persons may remain at the Premises unless
26

1 directed otherwise in this Writ or a related Writ. The Premises are home to a number of
2 individuals, and as such, only certain individuals are to be removed from the Premises.

3 IMPORTANT NOTICE--PARTIAL PAYMENTS

4 YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU
5 AFTER SERVICE OF THIS WRIT OF EJECTMENT WILL NOT
6 AUTOMATICALLY POSTPONE OR STOP YOUR EJECTMENT. IF YOU HAVE A
7 WRITTEN AGREEMENT WITH YOUR LANDLORD THAT THE EJECTMENT
8 WILL BE POSTPONED OR STOPPED, IT IS YOUR RESPONSIBILITY TO
9 PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE SHERIFF
10 WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE
11 AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE
12 FURTHER ACTION.

1 The third writ of ejectment to **DAMEAS DURANZAN** shall provide:

2
3 THE STATE OF WASHINGTON TO: THE KING COUNTY SHERIFF:

4 WHEREAS, on March 4, 2018, the above-entitled Court ordered the issuance of
5 a Writ of Ejectment restoring to the Respondent the property described in the
6 RESPONDENTS' SECOND AMENDED ANSWER TO COMPLAINT AND
7 COUNTERCLAIM FOR EJECTMENT AND DAMAGES and hereafter described
8 below. Now, therefore, you, King County Sheriff, are commanded to deliver to said
9 Respondent, SEATTLE HOUSING AND RESOURCE EFFORT (S.H.A.R.E),
10 possession of the Premises located in the City of Seattle, County of King, and State of
11 Washington, currently occupied by the above-named petitioner, **DAMEAS**
12 **DURANZAN**, and more particularly described as real property located at 3516 South
13 Juneau Street, Seattle, WA 98818 ("Premises"), including but not limited to Room 203,
14 and to break and enter, if necessary, and make due return of the writ within ten (10) days
15 from this date according to law, provided that if return is not possible within ten (10)
16 days, the return on this writ shall be automatically extended for a ten (10) day period.
17 All persons occupying Room 203 are to be ejected and are to be removed from the
18 Premises. Other than Dameas Duranzan, any persons in Room 203, and persons named
19 in a separate Writ of Ejectment, no other persons shall be removed from the Premises
20 as this is a group-housing situation.

21 As to Room 203 only, in addition to **DAMAES DURANZAN**, all other
22 occupants in Room 203 shall be removed from that room, from the Premises, and shall
23 be escorted off the Premises. If **DAMAES DURANZAN** is found anywhere else on the
24 Premises, he shall be ejected/removed from the Premises. As to other occupants found
25 at the Premises in a location other than Room 203, those persons may remain at the
26 Premises unless directed otherwise in this Writ or a related Writ. The Premises are home

1 to a number of individuals, and as such, only certain individuals are to be removed from
2 the Premises.

3 IMPORTANT NOTICE--PARTIAL PAYMENTS

4 YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU
5 AFTER SERVICE OF THIS WRIT OF EJECTMENT WILL NOT
6 AUTOMATICALLY POSTPONE OR STOP YOUR EJECTMENT. IF YOU HAVE A
7 WRITTEN AGREEMENT WITH YOUR LANDLORD THAT THE EJECTMENT
8 WILL BE POSTPONED OR STOPPED, IT IS YOUR RESPONSIBILITY TO
9 PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE SHERIFF
10 WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE
11 AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE
12 FURTHER ACTION.

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ORDER DIRECTING CLERK TO ISSUE WRITS
OF EJECTMENT - 7

ROW013-0001 5674567

CARNEY BADLEY SPELLMAN, P.S.
701 Fifth Avenue, Suite 3600
Seattle, WA 98104-7010
(206) 622-8020

1 The fourth writ of ejectment to **JOSHUA DENNARD** shall provide:

2
3 THE STATE OF WASHINGTON TO: THE KING COUNTY SHERIFF:

4 WHEREAS, on March 4, 2018, the above-entitled Court ordered the issuance of
5 a Writ of Ejectment restoring to the Respondent the property described in the
6 RESPONDENTS' SECOND AMENDED ANSWER TO COMPLAINT AND
7 COUNTERCLAIM FOR EJECTMENT AND DAMAGES and hereafter described
8 below. Now, therefore, you, King County Sheriff, are commanded to deliver to said
9 Respondent, SEATTLE HOUSING AND RESOURCE EFFORT (S.H.A.R.E),
10 possession of the Premises located in the City of Seattle, County of King, and State of
11 Washington, currently occupied by the above-named petitioner, **JOSHUA DENNARD**,
12 and more particularly described as real property located at 3516 South Juneau Street,
13 Seattle, WA 98818 ("Premises"), including but not limited to Room 205, and to break
14 and enter, if necessary, and make due return of the writ within ten (10) days from this
15 date according to law, provided that if return is not possible within ten (10) days, the
16 return on this writ shall be automatically extended for a ten (10) day period. All persons
17 occupying Room 205 are to be ejected and are to be removed from the Premises. Other
18 than Joshua Dennard, any persons in Room 205, and persons named in a separate Writ
19 of Ejectment, no other persons shall be removed from the Premises as this is a group-
20 housing situation.

21 As to Room 205 only, in addition to **JOSHUA DENNARD**, all other occupants
22 in Room 205 shall be removed from that room, from the Premises, and shall be escorted
23 off the Premises. If **JOSHUA DENNARD** is found anywhere else on the Premises, he
24 shall be ejected/removed from the Premises. As to other occupants found at the Premises
25 in a location other than Room 205, those persons may remain at the Premises unless
26

1 directed otherwise in this Writ or a related Writ. The Premises are home to a number of
2 individuals, and as such, only certain individuals are to be removed from the Premises.

3 IMPORTANT NOTICE--PARTIAL PAYMENTS

4 YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU
5 AFTER SERVICE OF THIS WRIT OF EJECTMENT WILL NOT
6 AUTOMATICALLY POSTPONE OR STOP YOUR EJECTMENT. IF YOU HAVE A
7 WRITTEN AGREEMENT WITH YOUR LANDLORD THAT THE EJECTMENT
8 WILL BE POSTPONED OR STOPPED, IT IS YOUR RESPONSIBILITY TO
9 PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE SHERIFF
10 WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE
11 AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE
12 FURTHER ACTION.

1 The fifth writ of ejectment to **BRETT GASPARD** shall provide:

2
3 THE STATE OF WASHINGTON TO: THE KING COUNTY SHERIFF:

4 WHEREAS, on March 4, 2018, the above-entitled Court ordered the issuance of
5 a Writ of Ejectment restoring to the Respondent the property described in the
6 RESPONDENTS' SECOND AMENDED ANSWER TO COMPLAINT AND
7 COUNTERCLAIM FOR EJECTMENT AND DAMAGES and hereafter described
8 below. Now, therefore, you, King County Sheriff, are commanded to deliver to said
9 Respondent, SEATTLE HOUSING AND RESOURCE EFFORT (S.H.A.R.E),
10 possession of the Premises located in the City of Seattle, County of King, and State of
11 Washington, currently occupied by the above-named petitioner, **BRETT GASPARD**,
12 and more particularly described as real property located at 3516 South Juneau Street,
13 Seattle, WA 98818 ("Premises"), including but not limited to Room 207, and to break
14 and enter, if necessary, and make due return of the writ within ten (10) days from this
15 date according to law, provided that if return is not possible within ten (10) days, the
16 return on this writ shall be automatically extended for a ten (10) day period. All persons
17 occupying Room 207 are to be ejected and are to be removed from the Premises. Other
18 than Brett Gaspard, any persons in Room 207, and persons named in a separate Writ of
19 Ejectment, no other persons shall be removed from the Premises as this is a group-
20 housing situation.

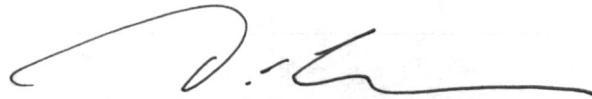
21 As to Room 207 only, in addition to **BRETT GASPARD**, all other occupants
22 in Room 207 shall be removed from that room, from the Premises, and shall be escorted
23 off the Premises. If **BRETT GASPARD** is found anywhere else on the Premises, he
24 shall be ejected/removed from the Premises. As to other occupants found at the Premises
25 in a location other than Room 207, those persons may remain at the Premises unless
26

1 directed otherwise in this Writ or a related Writ. The Premises are home to a number of
2 individuals, and as such, only certain individuals are to be removed from the Premises.

3 IMPORTANT NOTICE--PARTIAL PAYMENTS

4 YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU
5 AFTER SERVICE OF THIS WRIT OF EJECTMENT WILL NOT
6 AUTOMATICALLY POSTPONE OR STOP YOUR EJECTMENT. IF YOU HAVE A
7 WRITTEN AGREEMENT WITH YOUR LANDLORD THAT THE EJECTMENT
8 WILL BE POSTPONED OR STOPPED, IT IS YOUR RESPONSIBILITY TO
9 PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE SHERIFF
10 WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE
11 AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE
12 FURTHER ACTION.

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DONE IN COURT this 8 day of March, 2019.



Honorable Dean S. Lum

Presented By:


CARNEY BADLEY SPELLMAN, P.S.


By

Scott R. Weaver, WSBA No. 29267

Attorneys for Respondents

Approved
~~Agreed~~ as to form only
Allyson O'Mary
Northwest Justice Project


Dim S Cooper WSBA # 30758
Atty for Bank Main


Matt Gill WSBA # 30706
ATTORNEY FOR DEBATE

ORDER DIRECTING CLERK TO ISSUE WRITS
OF EJECTMENT - 11

ROW013-0001 5674567

CARNEY BADLEY SPELLMAN, P.S.
701 Fifth Avenue, Suite 3600
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(206) 622-8020

CARNEY BADLEY SPELLMAN

March 30, 2021 - 2:52 PM

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: 99438-2
Appellate Court Case Title: Dameas Duranzan v. Seattle Housing and Resource Effort

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- 994382_Answer_Reply_20210330142700SC857500_3653.pdf
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