

No. 737961

**IN THE COURT OF APPEALS  
OF THE STATE OF WASHINGTON  
DIVISION I**

---

MICHAEL NHYE, LACY JOLIN, Husband and Wife and their  
Marital Community composed thereof; *Pro Se*

Appellants,

vs.

CALIBRATE PROPERTY MANAGEMENT, LLC,  
a Delaware Corporation doing business in Washington

Respondent.

FILED  
COURT OF APPEALS DIV. I  
STATE OF WASHINGTON  
2016 JUL 20 AM 11:08

---

**ON APPEALS FROM THE SUPERIOR COURT OF THE  
STATE OF WASHINGTON – KING COUNTY**

1. The Hon. Comm. TANYA THORP – 18<sup>th</sup>, 06. 2015 A.D.
2. The Hon. Comm. VERONICA GALVIN – 25<sup>th</sup>, 06.2015 A.D.

Cause No. 15-2-13447-7 KNT

---

APPELLANTS' REPLY TO RESPONDENT CALIBRATE  
PROPERTY MANAGEMENT, LLC'S RESPONSE BRIEF

---

Michael Nhye; *Pro Se*  
Lacy Jolin; *Pro Se*  
P.O. Box 3522  
Federal Way, WA 98063-3522

**TABLE OF CONTENTS:**

**I. REPLY TO RESPONDENT CALIBRATE PROPERTY MANAGEMENT, LLC’S RESPONSE BRIEF** ..... 1,2,3,4

**II. ADDITIONAL ISSUES TO BE RAISED IN REPLY TO RESPONDENT CALIBRATE PROPERTY MANAGEMENT, LLC’S RESPONSE BRIEF**.....4,5

**III. ARGUMENT**.....6,7,8,9,10,11,12,13,14,15,16,17,18,19,20

(“The Respondent Is Deliberately Seeking To Distract This Honorable Court From The Real Issues Which Has To Do With Reprisals And Retaliations, Violations Of The Fair Housing Act, Unfair Housing Practices, Discrimination, Unfair Business Practices, Judicial And Professional Misconducts, Etc.”):

1. — 42 USC 3601-3619; Fair Housing Act  
— RCW 49.60; Discrimination  
— RCW 59.18.060; Duties of a Landlord  
— KCC12.20.040; Unfair Housing Practices..... 6,7,9

2. — RCW 59.18.240/RCW 59.18.250; Reprisals and Retaliatory Actions by Landlord..... 8,9,10

3. — 42 USC 3601-3619; Fair Housing Act  
— RCW 49.60.030; Freedom From Discrimination  
— KCC12.20.040; Unfair Housing Practices.....10,11,12

4. — RCW 59.18.130; Duties of Tenants..... 12

5. — RCW 59.18.140; Reasonable Obligations Restrictions  
— RCW 19.86; Unfair Business Practices.....12,13,14

6. — Code of Judicial Conduct; Canons 1, 2  
— RPC 8.4(c)(d)(k)(m); Professional Misconduct..... 14,15,16,17,18,19

7. — Acceptance After Commencement As Waiver  
— Acceptance As Waiver Of Prior Breaches.....19,20

III. **NHYE, ET. AL. VS. RSRC MARINA CLUB, LLC,  
CAUSE NO. 15-2-06362-1; SUPERIOR COURT OF THE  
STATE OF WASHINGTON, FOR PIERCE  
COUNTY**.....20,21

IV. **CONCLUSION**.....22,23

V. **PRAYER**.....24

**TABLE OF AUTHORITIES:**

**CASES (State):**

**Leda v. Whisnand,**  
150 Wn. App. 69, 207 P.3d 468 (2009).....4,18

**Josephinum Assoc. vs. Kahli,**  
111 Wn. App. 617 (2002).....4,8,11,12

**Housing Authority v. Newbigging,**  
105 Wn. App. 178 (2001)..... 19

**Housing Authority v. Newbigging,**  
105 Wn. App. 178, 187, 19 P.3d 1081, 1086, (2001) ..... 16,19

**Housing Authority vs. Silva,**  
94 Wn. App. 731 (1999).....4,16

**Alaska Pac. V. Eagon Forest Prods.,**  
85 Wn. App. 354, 361 (1997).....4,19

**Housing Authority v. Terry,**  
114 Wn.2d 558 (1990), (citing Wilson vs. Daniels, 31 Wn.2d  
at 643).....5,16

**First Union Management v. Slack,** supra.....5,19

**Lee vs. Sauvage,**  
38 Wn. App. 699 (1984).....5,10

**McGary vs. Westlake Investors,**  
99 Wn.2d 280, 287 (1983).....5,16

**Stevenson v. Parker,**  
25 Wn. App. 639 (1980).....5,16,19,20

**Stephanus vs. Anderson,**  
26 Wn. App. 326 (1980).....5,10

**Kessler vs. Nielson,**  
3 Wn. App. 120, 123 (1970).....5,16

**24 WASH. L. REV.,**.....5,20  
165 (1949)

**Wilson v. Daniels,**  
31 Wn.2d 633 (1948).....19

**Spedden vs. Sykes,**  
51 Wash. 267, 272 (1908).....5,16

**Byrkett v. Gardner,**  
35 Wash. 668, 77 P. 1048 (1904).....12,14

**STATUTES (Federal, State, County, Municipal):**

42 USC 3601-3619 .....8,11,12

RCW 19.86 .....14

RCW 49.60.....5

RCW 49.60.030 .....11

RCW 59.12.030 (5) .....?

RCW 59.18.130 .....12

RCW 59.18.130 (5) .....?

RCW 59.18.140 .....12,13

RCW 59.18.060 .....5,8,10

RCW 59.18.200(1)(a) .....5,14

RCW 59.18.240 .....8,9

RCW 59.18.250 .....8,9

King County Code 12.20.040 .....8,11

Des Moines Municipal Code 7.08.020 .....9

**RULES (State):**

Code of Judicial Conduct’s Canons 1, 2 .....15  
RPC 8.4(c)(d)(k)(m) .....18

**I. REPLY TO RESPONDENT CALIBRATE PROPERTY MANAGEMENT, LLC’S RESPONSE BRIEF:**

Appellants Michael Nhye and Lacy Jolin, on behalf of themselves, and pursuant to RAP 10.2 (d), make this reply to Respondent Calibrate Property Management, LLC’s Response Brief.

In reply to Respondent Calibrate Property Management, LLC’s Response Brief, the Appellants would show all of the following as listed in 1 through 8 of this section:

1. That the Respondent’s answer is replete with misleading facts, unsubstantiated claims, and boilerplate legalese, which can only be interpreted as a very clever attempt to prejudice the standing of the Appellants, by having this Honorable Court to believe that the Respondent’s claims are without fault of their unlawful actions which led to the Appellants and their minor children being wrongfully evicted from their apartment.
2. That the Respondent’s claims that the Appellants’ appeal is frivolous should not be taken seriously by this Honorable Court, as nothing could be further from the truth. Such claim should be ignored in its entirety as mere distraction tactics on the part of the Respondent.

3. That the Respondent continues to deliberately attach little or no importance to the discriminatory, reprisal and retaliatory actions that would eventually lead to the Appellants' being singled-out and targeted for restrictive tenancy based on race/national origin, familial status, rental conditions, rental privileges, or rental terms, etc.; discriminatory, reprisal and retaliatory actions which had everything to do with the Appellants filing several complaints with the Code Enforcement Department of the City of Des Moines, WA, which in turn led to that governmental authority fining the Property Management of Marina Club Apartments, LLC, for numerous violations of the City's codes and/or ordinances.

4. That the Respondent continues to deliberately attach little or no importance to the fact that when the Appellants' lease was about to expire... that they were given no Written Notice of Rent Increase as is required by State statute. Instead, Appellant Nhye alone was made an offer to renew the Residential Lease Agreement for a restrictive period of 6-months, while other tenants were given offers ranging from 9-months to 12-months. Appellant Jolin on the other hand, though an original signatory to the Residential Lease Agreement, was completely excluded. No offer to renew the Residential Lease Agreement was made to her, neither was she given any Written Notice of Rent Increase as is required by State statute, even though she is the spouse of Appellant Nhye.

5. That the Respondent continues to deliberately attach little or no importance to the discriminatory actions that would eventually lead to the

Appellants' being evicted from their apartment... discriminatory actions which had everything to do with the Appellants refusing to sign a Residential Lease Agreement which placed a restriction on their tenancy under the pretext of lies, deceptions, falsehood, and an utter deliberate failure to act in good faith. The Appellants, having lived at the Marina Club Apartments, LLC for approximately 2-years, were told that there was no tenancy available to them beyond 6-months, and that the apartment they occupied at the time had been rented out to a "future tenant" who was to move in after the Appellants had left.

6. That the Respondent continues to deliberately attach little or no importance to the fact that both Appellant Nhye and Jolin had at all times been tenants in good standing... that they owed no back rent or fees whatsoever, and that they never had any complaint brought against them by other tenants, or by the Property Management.

7. That the Respondent continues to deliberately attach little or no importance to the fact that since the Appellants were not given any Written Notice of Rent Increase (that since an offer to renew a Residential Lease Agreement made to one of two spouses who were both signatories to the original agreement did not amount to anything); that the Appellants were not obligated by law to honor such offer in the first place since it intentionally excluded one of the parties (a spouse) to the original agreement.

8. That the Respondent continues to deliberately attach little or no importance to the fact that they commenced Unlawful Detainer actions against the Appellants on 19<sup>th</sup>, 05.2015 A.D., then went on to accept the Appellants payment of their rent and utilities in the amount of \$1,245.00, on 5<sup>th</sup>, 06.2015 A.D., only for said rent and utilities payment to be accepted by the Property Management and then later returned to them via Certified Mail by the U.S. Postal Service. Said action on the part of the Respondent (to accept rent and utilities payments, and later reject the same) completely violates State statute and various case laws.

**II. ADDITIONAL ISSUES TO BE RAISED IN REPLY TO  
RESPONDENT CALIBRATE PROPERTY  
MANAGEMENT, LLC'S RESPONSE BRIEF:**

In addition to other issues already raised in their Opening Brief, with the permission of this Honorable Court, Appellants Nhye and Jolin wishes to raise all of the following additional issues for legal consideration in determining the outcome of their appeal:

**CASES (State):**

- a. **Leda v. Whisnand,**  
150 Wn. App. 69, 207 P.3d 468 (2009)
- b. **Josephinium Assoc. vs. Kahli,**  
111 Wn. App. 617 (2002)
- d. **Housing Authority vs. Silva,**  
94 Wn. App. 731 (1999)
- e. **Alaska Pac. V. Eagon Forest Prods.,**  
85 Wn. App. 354, 361 (1997)

- f. *Housing Authority v. Terry*,  
114 Wn.2d 558 (1990), (citing Wilson vs. Daniels, 31  
Wn.2d at 643)
- g. *First Union Management v. Slack*, supra
- h. *Lee vs. Sauvage*,  
38 Wn. App. 699 (1984)
- i. *McGary vs. Westlake Investors*,  
99 Wn.2d 280, 287 (1983)
- j. *Stevenson v. Parker*,  
25 Wn. App. 639 (1980)
- k. *Stephanus vs. Anderson*,  
26 Wn. App. 326 (1980)
- l. *Kessler vs. Nielson*,  
3 Wn. App. 120, 123 (1970)
- m. **24 WASH. L. REV.**,  
165 (1949)
- n. *Spedden vs. Sykes*,  
51 Wash. 267, 272 (1908)

**STATUTES (State):**

- o. RCW 49.60
- p. RCW 59.18.060
- q. RCW 59.18.200(1)(a)

### III. ARGUMENT:

**(“The Respondent Is Deliberately Seeking To Distract This Honorable Court From The Real Issues Which Has To Do With Reprisals And Retaliations, Violations Of The Fair Housing Act, Unfair Housing Practices, Discrimination, Unfair Business Practices, Judicial And Professional Misconducts, Etc.”)**

The Respondent is being very deliberate in not addressing those core issues that have given rise to the Appellants appeal. The Respondent’s response has been inadequate at best, and is intended to simply distract and mislead this Honorable Court, and for which the Court should not allow.

Hence, the Appellants will seek to keep their reply focused on those issues that they want the Court to address.

1. — **42 USC 3601-3619; Fair Housing Act**  
— **RCW 49.60; Discrimination**  
— **RCW 59.18.060; Duties of a Landlord**  
— **KCC12.20.040; Unfair Housing Practices**

Appellants Nhye and Jolin make the argument that all of the Respondent’s actions were simply motivated by racial and other forms of discrimination. Appellant Nhye was robbed of his wallet and mobile phone on 13<sup>th</sup>, 12.2014 A.D., by guests of a certain tenant that the Appellants had repeatedly complained about for over 3-months to the Property Management (of Marina Club Apartments, LLC) of causing almost daily nuisances (including but not limited to: nightly loud and wild partying, the use of drugs and alcohol, purposefully breaking bottles and leaving beer cans in the parking lot, fighting, gang-related activities, etc.);

and for which the Property Management took no action against, only because the troublemaking tenant involved was a Section-8 Clients... basically a “protected tenant.”

The prevailing situation was so bad that the Appellants even filed a complaint with the Office of the Director King County Housing Authority, which oversees the Section-8 program, but that effort too was to no avail as the nuisance continued.

On 13<sup>th</sup>, 12.2014 A.D., upon confronting the thieves who were both Black individuals in a desperate attempt to get back his stolen items (particularly his wallet) Appellant Nhye was bitten, pepper-sprayed, and nearly stabbed by the thieves prior to the intervention of Officers of the Des Moines (WA) Police Department, who were able to apprehend one of the assailants.

The Property Management upon learning from Appellant Nhye himself of what had transpired shockingly stated that it would start cleaning-up the apartment complex of those it perceived to be “troublemakers” as they have done in the past at another property they managed. In this instance, the “troublemakers” they were referring to included Appellant Nhye and family who were actually the traumatized victims of the robbery.

It would not be long before the Appellants began seeing Black tenants being somehow let go from the apartment complex, and rental restriction being placed on the Appellants. All these were done in clear

violations of **42 USC 3601-3619**, **RCW 49.60**, and **KCC12.20.040**. *See **Josephinium Assoc. v. Kahli, 111 Wn. App. 617 (2002)***.

Appellant Nhye should not have been punished because individuals (tenants) involved in causing numerous nuisances on the apartments were Blacks. The actions of the Property Management against Appellant Nhye violated Federal, State, and County statutes.

Furthermore, **RCW 59.18.060** requires landlords to keep the premises fit for human habitation during tenancy and, in particular, substantially comply with codes, statutes, and ordinances with respect to conditions that endanger or impair a tenant's health or safety; among other things. The Respondent violated all these and yet had the audacity to begin targeting the Appellants.

The negligent failure of the Respondent to fulfil its duties under the laws of the State of Washington lead to the health and safety of Appellant Nhye to be endangered to the point of assaults and injuries; property loss, etc., and for which he and his family were singled-out and targeted for eviction regardless.

**2. — RCW 59.18.240/RCW 59.18.250; Reprisals and Retaliatory Actions by Landlord**

Appellants Nhye and Jolin further make the argument that between 29<sup>th</sup>, 12.2014 A.D., and 30<sup>th</sup>, 06.2015 A.D. (183-days in total), that they were at all times in active communication with Ms. Nancy Uhrich, Code Enforcement Officer of the Code Enforcement Department of the City of

Des Moines, WA. During said time, the Appellants also filed numerous complaints with the City and submitted numerous evidences as well having to do with the continuous violation of **Des Moines Municipal Code (DMMC 7)**.

On 02<sup>nd</sup>, 03.2015 A.D., Appellant Nhye once again submitted two discs containing digital photographic evidences to the Code Enforcement Department of the City of Des Moines, WA, in another round of complaint against the Respondents for repeated violation of **Des Moines Municipal Code (DMMC 7)**.

By 19<sup>th</sup>, 05.2015 A.D., (exactly 78-days after) filing a second complaint with the Code Enforcement Department of the City of Des Moines, WA, against the Respondent, the Respondent responded by commencing legal actions against the Appellant intended to evict the Appellants from their apartment. Said action by the Respondent was taken in a clear, intentional, and reckless statutory violation of **RCW 59.18.250**, which prohibited the Respondent from taking such actions within and/or after 90-days, depending on the prevailing situation.

These acts of good citizenship on the part of the Appellants led to the City fining the Marina Club Apartments, LLC, among other things. In a clear, intentional, and reckless statutory violation of **RCW 59.18.240**, **and RCW 59.18.250**, the Marina Club Apartments, LLC began instituting several reprisals and retaliatory acts against the Appellants, even though the Appellants had been in good standing of their Residential Lease

Agreement. Those reprisals and retaliatory actions were intended to serve as punishment to the Appellants, and warning to other tenants. *See Stephanus v. Anderson, 26 Wn. App. 326 (1980). See also Lee v. Sauvage, 38 Wn. App. 699 (1984).*

All the Appellants wanted was nothing more than a clean and healthy community environment, and for that they would pay the ultimate price of homelessness.

As previously stated, **RCW 59.18.060** requires landlords to keep the premises fit for human habitation during tenancy and, in particular, substantially comply with codes, statutes, and ordinances with respect to conditions that endanger or impair a tenant's health or safety; among other things. The Respondent violated all these and yet had the audacity to begin targeting the Appellants.

The negligent failure of the Respondent to fulfil its duties under the laws of the State of Washington lead to the health and safety of Appellant Nhye to be endangered to the point of assaults and injuries; property loss, etc., and for which he and his family were singled-out and targeted for eviction regardless.

3. — **42 USC 3601-3619; Fair Housing Act**  
— **RCW 49.60.030; Freedom From Discrimination**  
— **KCC12.20.040; Unfair Housing Practices**

- a. Appellants Nhye and Jolin further make the argument that because the Respondent simply wanted them out of their apartment at all

cost, that they (the Respondent) began infringing upon their rights to fair housing on the basis of Race, Color, and Familial Status among other things; charging them far more than what was being charged to other tenants; setting different terms and conditions for the Appellant which paled in comparison to how other tenants were treated. At the end of their lease terms, other tenants were allowed to negotiate new and favorable lease terms while the Appellants on the other hand were denied and/or restricted from doing the same. These acts recklessly violated **42 USC 3601-3619; RCW 49.60.030; and KCC12.20.040. See Josephinium Assoc. v. Kahli, 111 Wn. App. 617 (2002).**

b. Appellants Nhye and Jolin further make the argument that because the Respondent simply wanted them out of their apartment at all cost, that they the Respondent began infringing upon their rights to fair housing whereby a 6-months tenancy restriction was placed on them when it became time for the Appellants to resign their Residential Lease Agreement. Hoping that they would be resigning for another 1-year term, the Appellants were given the deceptive and lying pretext that their apartment had been rented out to another tenant who had not even applied for the apartment. The Appellants were never asked whether they wanted a 6-months lease term or not. It was imposed on them regardless of their input. The Appellants had never informed the Respondent of any intention of wanting to move out of their apartment whatsoever. The Respondent

simply wanted them out of their apartment at all cost, that they were willing to do whatever it took to achieve said goal, including but not limited to, recklessly violating **42 USC 3601-3619**; **RCW 49.60.030**; and **KCC12.20.040**. *See Josephinium Assoc. v. Kahli, 111 Wn. App. 617 (2002)*.

**4. — RCW 59.18.130; Duties of Tenants**

Appellants Nhye and Jolin further make the argument that they were at all times very good tenants... never having had any complaint brought against them to the Property Management by another tenant, nor did they owe any back rent; *See RCW 59.18.130*. The Respondent failed to adequately inform the Appellants of any lease or statutory violation they were being asked to correct, when they sent them various 3-day and 10-day Notices. *See Byrkett v. Gardner, 35 Wash. 668, 77 P. 1048 (1904)*.

**5. — RCW 59.18.140; Reasonable Obligations or Restrictions  
— RCW 19.86; Unfair Business Practices**

Appellants Nhye and Jolin further make the argument that their eviction from their apartment was unlawful and wrongful on grounds that they were not given any written Notice of Rent Increase; *See RCW 59.18.140*.

Ordinarily, a landlord is not allowed to increase rent during the term of the Residential Lease Agreement, if a tenant has an agreement for

a specified period of time. Changes can only be made to said agreement only if the agreement precisely authorizes so. However, a landlord may increase the rent of a month-to-month tenant by giving written notice of such increase 30-days or more before the rent due date. Furthermore, a rent increase can only be implemented upon completion of the term of a Residential Lease Agreement.

Rather than make the Appellants a one-sided offer (which they refused to sign because it clearly excluded Appellant Jolin, a spouse); the Respondent had a duty to give the Appellants a written Notice of Rent Increase reflective of a month-to-month tenancy which would have automatically been the case, since the Appellants chose not to accept the offer (which again was due to it excluding a spouse in a marital community of well over 12-years at the time.)

The Respondent did not. The Appellants on the hand had no legal obligation to pay more in rent and utilities than what they were already paying; (\$1,245.00).

The Appellants had simply insisted on their legal rights to be given written notice before the increase of their rental rate. Said insistence would prove futile as the Respondent used that as a pretext for evicting them and their minor children from their apartment through a very flawed legal process, in which the Respondent literally hijacked through collusion.

An offer to resign a Residential Lease Agreement is not a Written Notice of Rent Increase; See RCW 59.18.140.

Because the Respondent is claiming that the Appellants' previous Residential Lease Agreement had automatically converted to a month-to-month tenancy since they (the Appellants) did not accept the offer to renew their lease for a restrictive 6-months, the Respondent should have by law given the Appellants a 30-day Written Notice of Rent Increase, since they wanted to increase the rent from the previous \$1,245.00, but they clearly did not; See RCW 59.18.140.

Because the Respondent is claiming that the Appellants' previous Residential Lease Agreement had automatically converted to a month-to-month tenancy since they (the Appellants) did not accept the offer to renew their lease for a restrictive 6-months, the Respondent should have by law given the Appellants a 20-day Written Notice to terminate tenancy, instead of the various 3-day and 10-day Written Notice; See RCW 59.18.200(1)(a).

The Respondent failed to adequately inform the Appellants of any lease or statutory violation they were being asked to correct, when they sent them various 3-day and 10-day Notices. See **Byrnett v. Gardner**, 35 Wash. 668, 77 P. 1048 (1904).

By fully knowing their legal obligation(s) to the Appellants and yet knowingly and willfully acting in bad faith of the same, evidently violated the State of Washington's Consumer Protection Act. **See RCW 1986 – Unfair Business Practices**. Not only did the actions of the Respondent harm the Appellants, it also harmed the interest of the public.

**6. — Code of Judicial Conduct; Canons 1, 2  
— RPC 8.4(c)(d)(k)(m); Professional Misconduct**

Appellants Nhye and Jolin further make the argument that Unlawful Detainer cases are special statutory civil proceedings, and not criminal. Appellant Nhye (who was the only one who attended the proceedings) did not ask the trial court for representation, and neither was the Court obligated to provide one. There was no need for a Public Defendant since the proceedings was not criminal. There was no criminal elements whatsoever. The Court grossly overstepped its authority when it insisted that Appellant Nhye be represented by an Attorney.

The Hon. Comm. Tanya Thorp, the presiding Judicial Official who presided over Appellant's Nhye case on 18<sup>th</sup>, 06. 2015 A.D., did not appear to know what was going on in her courtroom, even though she was present on the bench the morning while her Bailiff/Courtroom Officer ordered people around.

Had the Bailiff/Courtroom Officer not interfered in Appellant Nhye's business at the Court that fateful day, and had the Hon. Comm. Tanya Thorp (in accordance with **Rule 2.12 of the Code of Judicial Conduct's Canons**) properly supervised her courtroom staff, the Appellants, given the evidences that were to be presented that day in Court, would not have been evicted from their apartment and made homeless for almost 5-months. *See also Code of Judicial Conduct's Canons 1, 2.*

The three principles that governs Unlawful Detainer cases generally favors tenants (in this case the Appellants) over landlords (in this case the Respondent):

a. That the trial courts should strictly construe Unlawful Detainer laws in the tenant's favor. This is so because Unlawful Detainer statutes are in derogation of common law. See **Housing Authority vs. Terry, 114 Wn.2d 558 (1990), (citing Wilson vs. Daniels, 31 Wn.2d at 643).** See also **Housing Authority vs. Silva, 94 Wn. App. 731 (1999); Kessler vs. Nielson, 3 Wn. App. 120, 123 (1970).**

b. That the trial courts should avoid the forfeiture of tenancy when possible. This is so because Unlawful Detainer statutes are seen with very strong repulsion. See **Stevenson vs. Parker, 25 Wn. App. 639 (1980).** See also **Spedden vs. Sykes, 51 Wash. 267, 272 (1908).**

c. That the trial courts should interpret any ambiguity in the Residential Lease Agreement against the landlord that supplied it. This is so as a matter of principal to acknowledge the equal bargaining powers of the parties. See **McGary vs. Westlake Investors, 99 Wn.2d 280, 287 (1983).**

Knowing all of the aforesaid, Ms. K. Michele Hunter (WSBA# 47902), who represented Appellant Nhye through the instrumentality of the trial court, chose not to have the Appellant appear before the Commissioner; neither did she present copy of his Residential Lease Agreement to the Court.

Having been told that the matter at hand had to do with various forms of the statutory violations listed below, Ms. Hunter owed Appellant Nhye an ethical and professional duty to have had him appear before the Commissioner with she (Ms. Hunter) by his side, if she sincerely intended to represent him. Instead, she did not and allowed issues that immediately raise legal red flags to prevail to the detriment of a client whose interest she was to be protecting:

- a. **Discriminations;**
- b. **Reprisals and Retaliations;**
- c. **Disability (Appellant Nhye).**

Very unfortunately, Ms. Hunter had Appellant Nhye sitting in a tiny conference room, and later in the lobby area of the Regional Justice Center, Kent, WA, for approximately 1 ½ hours while all others who had business at the Court (Ex Parte Department) that day were in the courtroom. So why not Appellant Nhye? Why could they not have allowed him to go back into the courtroom after intake by the Housing Justice Project? It is because Ms. Hunter, who had colluded with the Respondent to have the Appellants evicted from their apartment, wanted to prevent Appellant Nhye from appearing before a Commissioner at all cost. Had Appellant Nhye been able to appear before the Commissioner, and told the Commissioner things that Ms. Hunter was unwilling to say, there would have been no way that the Respondent could have prevailed in their Unlawful Detainer action against the Appellants.

Having been presented with copies of rent payment that the Appellants had paid to the Respondent, which was accepted (after the Respondent had already commenced a legal action) but then later rejected, Ms. Hunter chose not to tell that to the Commissioner. Instead, she decided on her own accord to negotiate an outcome that favored her fellow colleagues (Attorney for the Respondent) at the expense of the Appellants and their minor children.

A tenant who raises a viable legal defense, either in written submissions or during the show cause hearing, is entitled to testify in support of that defense; *See Leda v. Whisnand, 150 Wn. App. 69, 207 P.3d 468 (2009)*. Unfortunately for Appellant, Ms. Hunter prevented this from ever happening.

Furthermore, this Court has ruled in the past that a tenant (the Appellants) who raises a viable legal defense, either in written submissions or during the show cause hearing, is entitled to testify in support of that defense; *See Leda v. Whisnand, 150 Wn. App. 69, 207 P.3d 468 (2009)*. Unfortunately for Appellant Nhye, Ms. Hunter prevented this from ever happening due to her collusion with the Respondent, in which she purposefully kept the Appellant away from the courtroom.

Ms. Hunter colluded with the Respondent to have the Appellants evicted; deceived and lied to Appellant Nhye, used scaremongering and even coerced him into signing an agreement; all of which culminating into

the wrongful eviction of a family. Such abysmal representation violated

**RPC 8.4(c)(d)(k)(m) — Professional Misconduct.**

**7. — Acceptance After Commencement As Waiver  
— Acceptance As Waiver Of Prior Breaches**

Appellants Nhye and Jolin further make the argument that the Unlawful Detainer action against them was unjust, and that their subsequent eviction was wrongful.

The Appellants were served with a Summon and Complaint on 19<sup>th</sup>, 05.2015 A.D., which by law officially commenced the Unlawful Detainer legal proceedings against them.

Exactly 17-days later on 5<sup>th</sup>, 06.2015 A.D., the Appellants paid their rent and utilities in full in the total amount of \$1,245, which was accepted in person by the Property Management, only to be mailed back to them several days later via Certified Mail by the U.S. Postal Service.

The Respondent, by accepting the Appellants rent and utilities payments on 5<sup>th</sup>, 06.2015 A.D., after they had commenced legal actions against the Appellants on 19<sup>th</sup>, 05.2015 A.D., waived their right under the law to have brought the Unlawful Detainer actions against the Appellants in the first place. See **Housing Authority v. Newbigging, 105 Wn. App. 178 (2001).** See **Housing Authority v. Newbigging, 105 Wn. App. 178, 187, 19 P.3d 1081, 1086, (2001).** See also **Wilson v. Daniels, 31 Wn.2d 633 (1948); First Union Management v. Slack, supra; Stevenson v.**

**Parker, 25 Wn. App. 639 (1980); 24 WASH. L. REV. 165 (1949);**

**Alaska Pac. v. Eagon Forest Prods., 85 Wn. App. 354, 361 (1997).**

**III. NHYE, ET. AL. VS. RSRC MARINA CLUB, LLC,  
CAUSE NO. 15-2-06362-1; SUPERIOR COURT OF THE  
STATE OF WASHINGTON, FOR PIERCE COUNTY:**

The Appellants respectfully request this Honorable Court to ignore the Respondent's attempt to involve the separate and ongoing matter captioned above in Part III; **See "Part E" of Respondent Calibrate Property Management, LLC's Response Brief.**) This is nothing more than another desperate attempt by the Respondent to create an unnecessary distraction for the Court with regards to the matter before it.

The Appellants brought a lawsuit against RSRC Marina Club, LLC (parent and/or partner company of Calibrate Property Management, LLC) and others, for their negligible actions which directly contributed to Appellant Nhye being robbed and assaulted on 13<sup>th</sup>, 12.2014 A.D. Almost 5-months later, the Respondent would initiate an Unlawful Detainer action against the Appellants. This was another all part of the retaliatory actions.

The filing of this appeal by the Appellants is a right, not a privilege, and is intended to correct a wrong by the Superior Court of Washington, King County, and by Ms. Hunter of the Housing Justice Project.

The Appellants intends to bring a separate legal action against the Respondent for Wrongful Eviction among other things, after the appellate process has been completed.

#### IV. CONCLUSION:

The matter of eviction (Unlawful Detainer) is not one that should be taken lightly, especially so when it involves not only individuals, but families with minor children. As a matter of legal principle, Courts often generally rule in favor of tenants in eviction (Unlawful Detainer) actions due to it (a) strictly construing Unlawful Detainer laws in the tenant's favor; (b) avoiding the forfeiture of tenancy when possible; and (c) interpret any ambiguity in the Residential Lease Agreement against the landlord that supplied it.

This whole process was hijacked because Ms. Hunter with the Respondent to undermine the due process of law by petty trickery, etc.

The Superior Court of Washington – King County, failed to be impartial, compromised the confidence in, and the overall independence of the judiciary branch of our government, and caused the Appellants and their minor children to suffer many hardships which emanated from it issuing poor judgments.

Unlawful Detainer actions are not criminal matters and therefore the Superior Court of Washington – King County should not have insisted on having Appellant Nhye sign-up/go through the in-take process with the Housing Justice Project, which through Ms. Hunter did a horrible job in representing his interest.

Ms. Hunter who represented Appellant Nhye through the instigation and/or instrumentality of the Superior Court of Washington –

King County, failed to adequately represent Appellant Nhye due to her collusion with the Respondent; and due to her deceiving and lying to Appellant Nhye, using scaremongering as a tactic, etc.

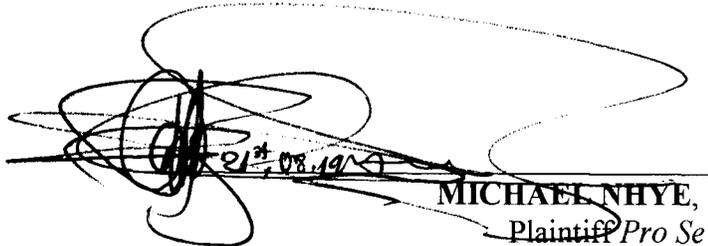
V. **PRAYER:**

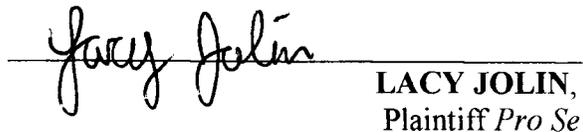
For all of the reasons stated herein, and in their Opening Brief, Appellants Nhye and Jolin most respectfully makes the following request this Honorable Court:

1. Reverse the decisions of the Superior Court of the State of Washington – King County (Ex-Parte Department); dated 18<sup>th</sup>, 06.2015 A.D.;
2. Reverse the decisions of the Superior Court of the State of Washington – King County(Ex-Parte Department); dated 25<sup>th</sup>, 06.2015 A.D.;
3. Deny the Respondent’s request for an award of reasonable Attorney fees, cost, and expenses.
4. All other relief as this Honorable Court deems just.

RESPECTFULLY SUBMITTED.

DATED this 20<sup>th</sup> day of the 7<sup>th</sup> month, 2016 A.D.

  
MICHAEL NYHE,  
Plaintiff Pro Se

  
LACY JOLIN,  
Plaintiff Pro Se