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STATE OF WASHINGTON  
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Supreme Court No. 1034041  
Court of Appeals No. 58183-3-II

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SUPREME COURT OF THE STATE OF WASHINGTON

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PRINCETON PROPERTY MANAGEMENT, INC.,

Petitioner,

v.

KATHLEEN ALLEN AND AARON ALLEN,

Respondent.

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AMICUS CURIAE MEMORANDUM BRIEF ON BEHALF  
BRIAN H. ANDREWS

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By:

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## 1. ISSUES OF CONCERN TO AMICUS CURIAE

Division Two's Decision causes landlords and tenants to no longer enter into CR 2A Agreements.

## 2. IDENTITY AND INTEREST OF AMICUS CURIAE

Undersigned is a competent and practicing landlord-tenant attorney within this state. I move to file an amicus brief based on my own personal knowledge regarding the area of landlord-tenant law, my years of practicing law in this field, and my review of the published decision issued in this case.

## 3. STATEMENT OF THE CASE

Amicus incorporates the statement of facts as set forth in Petitioner's Petition for Review.

## 4. ARGUMENT

The published decision in this matter results in landlords and property owners no longer entering into CR 2A or other settlement agreements in unlawful detainer actions. This is because of the risk of such agreements being vacated as void.

Since this decision was published, I have advised my clients on several occasions to decline a tenant' s invitation to voluntary mediation with a dispute resolution center, because any agreement reached in mediation would be unenforceable under *Princeton*.

Prior to the publication of the *Princeton* decision, I routinely entered into CR 2A settlement agreements on behalf of my landlord clients. The terms of these settlements were often favorable to tenants, allowing the tenant to remain in the rented premises without any eviction on their record, on condition that the tenant make specified payments towards their (sometimes very substantial) arrears - typically between \$200 and \$350 per month - in addition to their normal monthly rent obligation. Often these agreements would permit the tenant to make such repayments over a period of many months. Since *Princeton*, this is unfortunately no longer possible. Even where the tenant wants to settle, I advise my clients that *Princeton* requires them to set for show cause, and any repayment plan entered must be no

longer than three months in duration pursuant to RCW 59.18.410(3)(C)(i).

To take one example among many, a tenant recently communicated that she did not want to go to the show cause hearing because she did not have paid time off of work and she might face discipline if she attended a show cause hearing. Nonetheless, under *Princeton*, I was obliged to advise my clients that we must proceed to show cause. Examples like this are legion around Washington State since the publication of this decision.

Prior to the *Princeton* decision, my ordinary practice was to serve a summons and complaint for unlawful detainer, but not file it with the court unless the tenant refused settlement or breached the terms of the settlement agreement reached under CR 2A. When this was my practice, I appeared in court for unlawful detainer show cause hearings maybe once every month or two. After *Princeton*, I appear on unlawful detainer dockets between three and eight times a week, because that holding

obliges me to advise my clients to file all cases with the court and proceed immediately to show cause. Even where the court stays the writ under RCW 59.18.410(3)(c)(i)-(v), to allow for repayment, the costs and fees which the tenant must pay are generally higher than they were prior to *Princeton*, and the repayment terms are more stringent with respect to the tenant's obligations than they typically were under the CR 2A Agreements reached prior to that decision.

It is my professional opinion and experience that out-of-court settlements have effectively become impossible under this new appellate court decision because landlords face substantial and foreseeable risks by entering into settlements, and that this is bad for both tenants and landlords in Washington State. Since *Princeton*, the safest option for landlords is to proceed with an eviction without attempting settlement prior to going to court.

## 5. CONCLUSION

For the above reasons, I respectfully request this Court grant Petitioner's Petition for Review.

Respectfully submitted this 24<sup>th</sup> day of October, 2024


A handwritten signature in blue ink, appearing to read "B. H. Andrews", with a long, sweeping horizontal flourish extending to the right.

Brian H. Andrews, WSBA #57791  
Attorney at Law



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# HARBOR APPEALS AND LAW, PLLC

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## Transmittal Information

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