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No. 324427

COURT OF APPEALS, DIVISION III  
OF THE STATE OF WASHINGTON

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JESSICA MAE GOODEILL, Petitioner.

vs.

MADISON REAL ESTATE, Respondent.

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PETITIONER JESSICA MAE GOODEILL'S ANSWER  
TO RESPONDENT'S MOTION FOR DISCRETIONARY REVIEW  
BY THE SUPREME COURT OF WASHINGTON

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 ORIGINAL

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### **A. IDENTITY OF THE PARTIES**

Jessica Mae Goodeill, who is the Petitioner in this matter, asks this Court to deny the request of Madison Real Estate (hereinafter "Madison"), who is the Respondent in this matter, for discretionary review of the Opinion entered by Washington's Division III Court of Appeals on November 4, 2015.

### **B. STATEMENT OF RELIEF SOUGHT**

For the reasons articulated in sections *infra*, Ms. Goodeill requests that this Court deny Madison's Petition for Discretionary Review.

### **C. DIVISION III COURT OF APPEALS DECISION**

On November 3, 2015, Washington's Division III Court of Appeals filed its published Opinion reversing the decision<sup>1</sup> of the Spokane County Superior Court, which was entered on March 21, 2014, by Judge Harold D. Clarke III. The Superior Court's decision reversed the decision of the Spokane County District Court in favor of Ms. Goodeill on October 30, 2013.

Pursuant to RAP 6.1 and RAP 6.2(b), Madison filed and served its Petition for Discretionary Review on or about December 3, 2015. Madison did not serve Ms. Goodeill a Notice of Discretionary Review as required by RAP 5.1 and RAP 5.2(b). Ms. Goodeill therefore objects to

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<sup>1</sup> In addition to reversing the lower court's decision, the Division III Court also remanded an award of damages, court costs, and certain attorneys' fees to the court below.

Madison's Petition, and she requests that this Court deny it on both these procedural grounds and those substantive grounds summarized below.

#### **D. FACTS RELEVANT TO PETITION**

The facts relevant to Madison's Petition are adequately presented in the Division III Court of Appeals' published Opinion. *Goodeill v. Madison Real Estate*, 32442-7-III (pending) (Div. 3, 2015).

Ms. Goodeill commenced this action in Spokane County District Court as a Small Claim alleging that her landlord, Respondent Madison Real Estate, failed to provide her with a "full and specific statement" of the basis for retaining her deposit monies, along with the refund due to her, within 14 days of the termination of her tenancy as required by RCW 59.18.280.

Ms. Goodeill vacated premises leased from Madison on August 31, 2014, and returned keys to the unit on September 3, 2014. On September 16, 2014, Madison mailed Ms. Goodeill a "Deposit Refund Notice," which claimed a total estimated amount of \$900.00 due, including Ms. Goodeill's full deposit of \$800.00, and an additional \$100.00 for unspecified costs. *Id.* at 4-5.

On October 9, 2014, more than five weeks after the termination of her tenancy, Madison mailed Ms. Goodeill another statement, which included excessively pro-rated rent; utility charges; costs of window

treatments; previously undisclosed "Admin" fees; and almost \$530.00 less than its earlier "estimate," for general cleaning, lawn care, and maintenance/debris removal. *Id.* at 6-7. In the end, Madison calculated a \$287.91 refund due to Ms. Goodeill. *Id.*

At an October 30, 2013, Small Claims hearing, the District Court entered judgment in favor of Ms. Goodeill, ruling that the Respondent's estimated statement and withholding dated September 16, 2013, did not comply with RCW 59.18.280, which requires landlords to provide a "full and specific statement" of the basis for retaining deposit monies, along with any refund due, within 14 days of the termination of tenancy. RCW 59.18.280.

Madison appealed the District Court's decision to the Spokane County Superior Court, which agreed that Madison had failed to timely provide the required statement and refund due per RCW 59.18.280, but found that Madison "was prevented from sending a full and specific statement within 14 days because of circumstances beyond their [sic] control, i.e., not receiving invoices until September 18 and October 1, 2013." *Id.* at 9.

On April 18, 2014, Ms. Goodeill requested discretionary review from the Division III Court of Appeals. A commissioner of that court denied her Motion. On September 3, 2014, Ms. Goodeill moved the court

to modify the commissioner's ruling, and the court granted her motion for discretionary review. On November 3, 2015, the court filed its published Opinion holding that "a landlord may not avail itself of RCW 59.18.280's exception unless it accounts for any active or passive delays sufficient to show that it made a conscientious attempt to comply with the 14 day statutory notice." *Id.* at 1, 15. Madison subsequently moved the Supreme Court for discretionary review.

#### **E. ARGUMENT WHY REVIEW SHOULD NOT BE ACCEPTED**

Having opposed Ms. Goodeill's Petition for Discretionary Review with the Division III Court of Appeals on the basis that the matter did not involve an issue of substantial public interest, Madison now presents the parties and courts with an about-face embrace of the public interests involved. Pet. of Madison Real Estate for Review Per RAP 13.3. 3. While Ms. Goodeill applauds Madison's change of perspective, factors at stake in the review by Division III no longer exist.

Previously, there was no published case addressing RCW 59.18.180's exception regarding "circumstances beyond the landlord's control." Division III has resolved that issue by publishing its Opinion in the present matter. Also, the clarifications provided by Division III are still rippling to the shores of matters that implicate RCW 59.18.280. The inconsistencies that existed among lower courts have been resolved, and

no other Division has yet criticized, contradicted, or otherwise attempted to undermine Division III's decision on this matter.

Finally, Madison imagines that the *Goodeill* decision will lead to "an absurd amount of work" and a "substantial increase in expenses to tenants." Pet. of Madison Real Estate for Review Per RAP 13.3, 4.

To avoid such hyperbolic consequences, Madison need only 1) process cleaning, repairs, and tenancy deposits within 14 days of termination as required by law; or 2) if work is expected to exceed 14 days, refund the balance of deposits to-date, and do what the contractors do for their customers (including Madison) – simply invoice and collect additional amounts due through normal business billing practices.

In crafting the Residential Landlord Tenant Act (RLTA), RCW 59.18, et seq., the Legislature struck a careful and conscientious balance between the rights and obligations of landlords and tenants. *See, e.g., State v. Schwab*, 103 Wn.2d 542, 551 (1985); *Liam v. Stalik*, 106 Wn. App. 811, 819 (2001). With regard to deposit withholdings, and the inevitable disputes that accompany them, lawmakers clearly weighted tenants' need for timely deposit refunds over landlords' preferred business practices. Far from upsetting RLTA's balance that has stood for so many years, the *Goodeill* decision appropriately reinforces it.

**F. CONCLUSION**

For the reasons presented in sections *supra*, this court should deny Madison's request for discretionary review of the decision below.

DATED this 14th day of December, 2015.

Respectfully submitted,

  
Brian G. Cameron, WSBA #44905  
*Attorney for Petitioner,  
Jessica Mae Goodeill*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies under penalty of perjury under the laws of the State of Washington that on the **14<sup>th</sup> day of December, 2015**, at Spokane, Washington, I caused to be served the foregoing document(s), on the following person(s) and/or entity(ies) in the manner indicated:

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

DATED this 14<sup>th</sup> day of December, 2015.

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

## OFFICE RECEPTIONIST, CLERK

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Dear Sir or Madam:

Please find attached the Petitioner's Answer to the Respondent's "Petition of Madison Real Estate for Review Per RAP 13.3." Identifying information is as follows:

Case Name: Goodeill v. Madison Real Estate

Case Number: Division III #324427

Attorney: Brian Cameron, WSBA #44905  
Attorney for Petitioner,  
Jessica Goodeill

If you have any questions or require any additional information, please feel free to contact my office, and we will be happy to respond.

Regards,

Brian Cameron  
Attorney at Law

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