

Defendant's Response Motion for Clarification
Hearing Date 2/24/2023 at 1:30 PM
Judge William Houser | Department No. 4

Pendleton Place, LLC

v.

Kaleinainoa Asentista

22-2-01519-18

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KITSAP**

PENDLETON PLACE, LLC,

Plaintiff,

v.

KALEINAINOA ASENTISTA and all
other unauthorized occupants of 5454
Kitsay Way #312, Bremerton,
Washington 98312,

Defendants.

No. 22-2-01519-18 SEA

**DEFENDANT’S RESPONSE TO
MOTION FOR SUMMARY
JUDGMENT**

I. RELIEF REQUESTED

The defendant, Kaleinainoa Asentista, by and through his counsel the Housing Justice Project, respectfully requests that this Court strike the hearing for Plaintiff’s motion for summary judgment to give both parties enough time and opportunity to assert other claims after the case is converted to a ordinary civil case. If the Court decides to hear the motion for summary judgment, the Court should deny the Plaintiff’s motion for summary judgment because Plaintiff failed to state the claim in the complaint for which they seek relief. The Court should also deny Plaintiff’s request

1 for attorney fees pursuant to RCW 59.18.290(3) because the total amount of rent owing alleged by
2 Plaintiff is less than \$1,200. In the alternative, the court should deny the Plaintiff's motion and set
3 it for trial because there is genuine issue of material facts regarding the issue of liability and the
4 amount of damages.

5 II. STATEMENT OF FACTS

6 1. The facts supporting the relief requested by Defendant in this motion, including the facts
7 constituting the defense(s) to the underlying action, are set forth in the pleadings filed with the
8 Court, the Declaration of Kaleinainoa Asentista, and contained in the hearing record.

9 2. Plaintiff is a mental health facility that provides housing and treatment to people with mental
10 health disabilities.

11 3. Mr. Asentista moved onto the premises in August 2022 and vacated on or around October 3,
12 2022. *See* Declaration of Kaleinainoa Asentista at 2.

13 4. The doorknob to Mr. Asentista's unit was broken shortly after he moves in. Mr. Asentista
14 informed Plaintiff about the broken doorknob. Plaintiff agreed to fix it but did not do so. *Id.*

15 5. Because of the broken doorknob, several people entered Mr. Asentista's unit without
16 permission and caused damages to his unit. *Id.*

17 6. In September 2022, Plaintiff initiated this unlawful detainer action against Mr. Asentista.

18 7. At the show cause hearing on October 21, 2022, the Court entered an Order on Show Cause
19 authoring the clerks to issue a writ of restitution, restoring the Premises to the Plaintiff and
20 authorizing the sheriff to remove Mr. Asentista.

21 8. On November 18, 2022, Mr. Asentista filed a notice of appeal from the Order on Show
22 Cause.

1 9. On December 20, 2022, the clerk at the Court of Appeal Division III was confused about
2 whether the appeal is premature because it seems that the Order on Show Cause on its face doesn't
3 fall into any of the decisions defined under RAP 2.2(a). Therefore, Counsel for Defendant filed a
4 motion to clarify the record and set the hearing on January 27, 2023.

5 10. On January 25, 2023, two days before the hearing for the motion for clarification, Plaintiff
6 filed the instant motion for summary judgment.

7 11. On January 27, 2023, at the hearing for Defendant's motion for clarification, the Court ruled
8 the Order on Show Cause entered on October 21st is a decision that discontinues the action with
9 regard to the question of possession and asked Plaintiff to convert this case to an ordinary civil
10 action for resolution on other questions, such as damages. *See* Order Granting Defendant's RAP
11 7.2(B) Motion for Clarification (exhibit A).

12 12. On February 8, 2023, Plaintiff filed a motion to convert this case to an ordinary civil action
13 so that the parties are allowed to assert any "cross claims, counterclaims, and affirmative defenses"
14 and noted the hearing on February 17th. *See* Motion to Convert to Civil Action. (Exhibit B); Note
15 for Hearing (Exhibit C).

16 13. As of the date of this filing, this case has not been converted to an ordinary civil action.
17 Plaintiff also has not amended its complaint.

18 **III. ARGUMENT AND AUTHORITY**

19 The paper and filings in the court record.

20 **IV. ISSUES**

21 1. Whether the court should strike the hearing for Plaintiff's motion for summary judgment
22 to allow this case to be converted to an ordinary civil calendar and the time for parties to assert
23 other claims?

1 2. Whether the court should deny the Plaintiff's motion for summary judgment because it
2 failed to state a claim in the complaint?

3 3. Whether the court should deny Plaintiff's motion for summary judgment when there are
4 genuine issues of material fact as to both the issue of liability and the amount of damages?

5 4. Whether the Plaintiff is entitled to attorney fees under RCW 59.18.290 when the amount
6 of rent allegedly owed is less than \$1,200?

7 **V. ARGUMENT AND AUTHORITY**

8 **A. The Court should strike the hearing for Plaintiff's motion for summary judgment to allow**
9 **this case to be converted to an ordinary civil calendar and the time for parties to assert other**
10 **claims.**

11 The hearing should be struck because the case has not been converted to an ordinary civil
12 action at the time of filing this response and the parties did not have enough time to assert other
13 claims yet. Counterclaims are generally not allowed in unlawful detainer action. *See Barr v. Young*,
14 187 Wn. App. 105, 109 (2015) (citing *Munden v. Hazelrigg*, 105 Wn. 2d 39, 45, 711 P.2d 295
15 (1985)) ("Generally, counterclaims in unlawful detainer actions are not allowed."). However, once
16 the case is converted to a ordinary civil suit for damages, the parties "may then properly assert any
17 cross claims, counterclaims and affirmative defense." *Id.*; *See also* Motion to Convert to Civil
18 Action. Additionally, the court has "inherent power to fashion the method by which an unlawful
19 detainer action is converted to an ordinary civil action. The court may require amended pleadings
20 to convert the unlawful detainer to a civil suit. It may grant a continuance. In any event, once
21 converted, the civil suit is no longer entitled to the calendar priority afforded by an unlawful
22 detainer action by RCW 59.12.130." *Hazelrigg*, 105 Wash. 2d at 47-48 (1985).

1 In this case, Plaintiff filed a motion to convert this action to an ordinary civil action on
2 February 8, 2023 and noted the hearing for the motion to convert on February 17, 2023. Even if
3 the case is converted to ordinary civil action on February 17th, the parties did not have enough time
4 to assert any answer, any crossclaim, counterclaims or affirmative defenses yet and the Plaintiff
5 has not amended its Complaint to reflect the relief sought. Specifically, on one hand, as indicated
6 *infra*, Plaintiff has not amended its complaint to plead that Mr. Asentista caused any damage to
7 the floor, fire sprinkler system, paint, appliances, plumbing, blinds or the bed frame. Nor did the
8 complaint indicate that he owes any rent. On the other hand, because the complaint was not
9 amended, Mr. Asentista was unable to file an answer and make any cross claims, counterclaim, or
10 affirmative defenses.

11 Therefore, the Court should strike the hearing for the motion for summary judgment to give
12 both parties enough time and opportunity to assert other claims.

13 **B. The Court should deny Plaintiff's motion for summary judgment and dismiss its claim for**
14 **damages under CR 12(b) because Plaintiff failed to state a claim for the damages sought in**
15 **the complaint.**

16 Plaintiff cannot maintain an action for damages because it failed to plead it was seeking
17 damages for relief due to the allegations that (1) Mr. Asentista caused any damages that it is
18 seeking including damage to the floor, fire sprinkler system, paint, appliances, plumbing, blinds
19 or the bed frame in the complaint, or (2) Mr. Asentista owes any rent. When a plaintiff files a
20 complaint, "he or she must make a short and plain statement of the claim showing that [he or she]
21 is entitled to relief and a demand for judgment for the relief to which he [or she] deems himself
22 [or herself] entitled." *Havsy v. Flynn*, 88 Wash. App. 514, 517-18, 945 P.2d 221(1997), *as*
23 *amended on reconsideration* (Oct. 17, 1997) (citation omitted) CR 12(b)(6) provides for dismissal

1 of a complaint if it fails to state a claim on which relief can be granted. *West v. State, Washington*
2 *Ass'n of Cnty. Offs.*, 162 Wash. App. 120, 128, 252 P.3d 406, 410 (2011). The dismissal may be
3 properly granted “only when it appears beyond doubt that the plaintiff cannot prove any set of
4 facts that would (a) be consistent with the complaint and (b) warrant relief.” *Havsy* 88 Wash. App.
5 at 518.

6 In this case, Plaintiff listed 17 allegations in the complaint but none of the allegations
7 indicated that Mr. Asentista caused any damage to the unit except for the smoke alarm/detector.
8 *See* Complaint at 8-10. However, Plaintiff did not seek damages for the smoke alarm/detector.
9 Instead, it sought damages for unpaid rent, cleaning, flooring repair, fire sprinkler repair, painting,
10 appliance repair, plumbing fixtures, blinds and bed frame. *See* Motion for Summary Judgment at
11 3. Similarly, Plaintiff did not plead that Defendant failed to pay rent in the complaint. *See*
12 Complaint. Therefore, even if all facts alleged in the Plaintiff’s complaint are true, Plaintiff is not
13 entitled to damages it alleged in the motion for summary judgment.

14 Further, Plaintiff also failed to seek relief for the damages for the floor, fire sprinkler
15 system, paint, appliances, plumbing, blinds or the bed frame in the complaint. Plaintiff also did
16 not seek relief for attorney fees under RCW 59.18.290. As Plaintiff acknowledged in its motion
17 for summary judgment, the only relief it sought for related to damages is “damages for unlawful
18 detention of said premises”. Complaint at 10. As discussed *supra*, Plaintiff did not plead that Mr.
19 Asentista caused any damage to the floor, the fire sprinkler, the paint, appliance, plumbing, blinds
20 or bed frame. Therefore, none of the damages are the result of unlawful detention.

21 Therefore, if the Court decides not to strike the hearing for the motion for summary
22 judgment, the Court should deny Plaintiff’s motion and dismiss its claim for damages because
23 Plaintiff failed to state the claim in the complaint.

1 **C. The matter should be set for trial on the merits because, when drawing inferences in the**
2 **light most favorable to Mr. Asentista, a reasonable person would conclude that he is not**
3 **liable for the damages alleged by the Plaintiff.**

4 The plaintiff is not entitled to judgment as a matter of law because there are genuine issues
5 of material fact as to both the issue of liability and the amount of damages. Summary judgment “is
6 appropriate only when there is no genuine issue as to any material fact and the moving party is
7 entitled to judgment as a matter of law.” *Scrivener v. Clark Coll.*, 181 Wn.2d 439, 444, 334 P.3d
8 541 (2014) (citing CR 56(c)) In determining if a final judgment should be issued, the court should
9 consider: 1) whether the nonmoving party presented admissible evidence in support of its claims;
10 2) whether, when construing inferences in favor of the nonmoving party, there are genuine issues
11 of fact; and 3) whether reasonable minds would come to one conclusion based on the evidence
12 proffered. *Boyer v. Morimoto*, 10 Wn. App. 2d 506, 527, 449 P.3d 285 *review denied*, 194 Wn.2d
13 1022, 455 P.3d 121 (2020) (“A reviewing court should reverse a summary judgment order when
14 evidence supports the nonmoving party’s allegations.”); *In re Washington Builders Ben. Tr.*, 173
15 Wn. App. 34, 57, 293 P.3d 1206 (2013) (“In determining whether a genuine issue exists, we
16 construe the facts and reasonable inferences from the facts in the light most favorable to the
17 nonmoving party.”) (citing *In re Estate of Black*, 153 Wn.2d 152, 157, 102 P.3d 796 (2004));
18 *Sherman v. State*, 128 Wn.2d 164, 184, 905 P.2d 355 (1995), *as amended on denial of*
19 *reconsideration* (Jan. 31, 1996), *amended*, (Wash. Jan. 31, 1996) (“Questions of fact may be
20 determined as a matter of law only when reasonable minds could reach but one conclusion from
21 them.”) (citing *Ruff v. County of King*, 125 Wn.2d 697, 703-04, 887 P.2d 886 (1995)).

22 Drawn in the light most favorable to Mr. Asentista, there was at least a genuine issue of
23 fact as to whether he caused all the damages alleged by the Plaintiff. On one hand, Plaintiff did

1 not submit any evidence indicating that there are damages that needs to be repairs. Plaintiff also
2 failed to submit any evidence proving that if there is any damage that needs to be repaired, it is
3 caused by Mr. Asentista. Finally, Plaintiff failed to explain how they calculated the amount of
4 damages they claimed in the motion of summary judgment. On the other hand, Mr. Asentista stated
5 in his declaration that he didn't cause any damage alleged by the Plaintiff except minor dents on
6 two doors of the fridge. *See* Declaration of Kaleinainoa Asentista. When he left the unit, he packed
7 all his personal belongings, cleaned and swept the unit. *Id.* He didn't do any damage to the floor,
8 the fire sprinkler, the wall, the blinds, plumbing fixtures and bed frames. *Id.* at 2-3. Specifically,
9 the bed frame was returned to the management in a box shortly after he moved in because he
10 prefers to sleep on mattress on the floor. *Id.* at 3. Additionally, because the Plaintiff failure to repair
11 the doorknob that was broken shortly after he moved, there were people going into his unit without
12 permission and caused damage to his unit. *Id.* It is undisputed that Plaintiff's staff member enters
13 Mr. Asentista's unit without permission. *See* Complaint at 9 (On September 6, 2022, Bird Electric
14 "was here to replace the detector in Unit 312 that was tampered with. When she knocked, nobody
15 answered. Staff took the Unit key and went to the Unit with the Bird Electric representative and
16 knocked loudly and waited for an answer. There was no answer. Staff used the key and cracked
17 the door") Even for the fridge that Mr. Asentista caused some minor dents, the dents was only
18 on the doors so that Plaintiff only needs to repair it instead of buying a new fridge. *Id.* at 3.
19 Additionally, the documents submitted in support of the motion for summary judgment are not
20 authenticated or admissible as they contain invoices from third parties.

21 Last but not least, Mr. Asentista disputes the amount of rent he owes. He paid rent through
22 August 2022 and vacated the premises on or around October 3, 2022. *Id.* at 2. He attempted to pay
23 rent for September and October through delivering money orders to the building's office and the

1 checks were returned to me. *Id.* With a monthly rent of \$242, and a move out of date around
2 October 3, 2022, the total amount owed for September and October should be around \$250. *Id.*
3 Additionally, Mr. Asentista also entitled to a set-off for arrears as his quiet enjoyment of the
4 premises was breached when the landlord failed to timely repair the doorknob on his front door
5 causing several people coming in his unit without permission. Landlord has a duty to make
6 necessary repairs and keep the premises in as good condition. RCW 59.18.060(5). The doorknob
7 to Mr. Asentista's unit was broken shortly after he moved in. *See* Declaration of Kaleinaiona
8 Asentista at 2. He requested the Plaintiff to make the repairs, but Plaintiff failed to do not do
9 anything about it. *Id.* Because of the broken doorknob, there were several people including staffs
10 from the Plaintiff going into his unit without permission, interrupting his quiet enjoyment of the
11 premises and causing damage. Therefore, Ms. Asentista does not owe the full amount of rent
12 Plaintiff alleges.

13 As discussed above, a reasonable mind could reach the conclusion that Mr. Asentista is not
14 liable for the damages Plaintiff alleges. Therefore, this case should be set for trial.

15 **D. The court should deny Plaintiff's request for attorney fees under because the amount of**
16 **rent they are seeking is less than \$1,200.**

17 Plaintiff is not entitled to attorney fees under RCW 59.18.290 because the amount of rent
18 they are seeking is less than \$1,200. The court is prohibited to allow attorney fees and court cost
19 in an unlawful detainer action when the total amount is less than \$1,200. Specifically, RCW
20 59.18.290(3) states that

21 (3) Where the court has entered a judgment in favor of the landlord restoring
22 possession of the property to the landlord, the court may award reasonable
23 attorneys' fees to the landlord; however, the court *shall not award attorneys' fees*
24 in the following instances:
25 . . .

1 (b) *If the total amount of rent awarded in the judgment for rent* is equal to or less
2 than two months of the tenant's monthly contract rent or *one thousand two hundred*
3 *dollars, whichever is greater.*
4

5 RCW 59.18.290(3)(b). In this case, Plaintiff alleged that Mr. Asentista owes \$863. As discussed
6 *supra*, Mr. Asentista disputes the amount of rent he owes. However, even if Mr. Asentista does
7 not dispute the amount of rent he owes, the amount of rent he allegedly owed is less than \$1,200.
8 Therefore, the court should not award Plaintiff's attorney fees.

9 **V. CONCLUSION**

10 The Court should strike the hearing for Plaintiff's motion for summary judgment to give
11 both parties enough time and opportunity to assert other claims after the case is converted to an
12 ordinary civil case. If the court decides not to strike the hearing, the Court should deny the
13 Plaintiff's motion for summary judgment because Plaintiff failed to state the claim in the
14 complaint. The Court should also deny Plaintiff's request for attorney fees pursuant to RCW
15 59.18.290(3), in the alternative, the court should deny the Plaintiff's motion and set it for trial
16 because there is genuine issue of material facts regarding the issue of liability and the amount of
17 damages.

18 Presented by:

19 Yuan Ting
20 Yuan Ting, WSBA # 52897

21 King County Bar Association
22 Housing Justice Project
23 1200 Fifth Avenue, Ste. 700
24 Seattle, Washington 98101
25 Phone: (360) 471-5073
Fax: 206-205-8059

Attorneys for Defendant

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Exhibit A

RECEIVED FOR FILING
KITSAP COUNTY CLERK

JAN 27 2023

DAVID T. LEWIS III

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

PENDLETON PLACE, LLC,

Plaintiff,

vs.

KALEINAINOA ASENTISTA; all other
unauthorized occupants, of 5454 Kitsap Way
#312, Bremerton, Washington 98312,

Defendant(s).

No. 22-2-01519-18

**ORDER GRANTING DEFENDANT'S
RAP 7.2(B) MOTION FOR
CLARIFICATION**

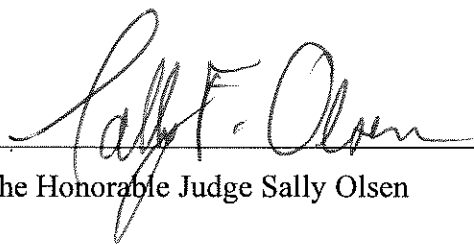
(Clerk's Action Required)

THIS MATTER came before the Court on Defendant Kaleinainoa Asentista's motion for clarification. The Court, having reviewed Defendant's motion and the exhibits attached thereto, and the documents and other pleadings filed in this matter, and being fully advised, hereby ORDERS that:

1. Defendant's Motion is GRANTED.
2. The Order on Show Cause entered on November 18, 2022 is a decision determining action defined under RAP 2.2(a)(3) because it is a written decision "affecting a substantial right in a civil case that in effect determines the action and discontinues the action" with regard to the question of possession. Pursuant to RAP 2.2(d), the Court adopts the written findings of that order and expressly determines that based on those findings, that there is no just reason for delay.
3. Nothing in this ruling limits the right of Plaintiff to convert this case to an ordinary civil action for resolution on other questions, such as damages.

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DATED this 27 day of January 2023.


The Honorable Judge Sally Olsen

Presented by:

Dashiell DeGraff, WSBA No. 46722
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Attorney for Defendant

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Exhibit B

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**SUPERIOR COURT OF WASHINGTON
COUNTY OF KITSAP**

PENDLETON PLACE, LLC,

Plaintiff,

NO. 22-2-01519-18

**MOTION TO CONVERT TO CIVIL
ACTION**

v.

**KALEINAINOA ASENTISTA; and all
other unauthorized occupants of 5454
Kitsap Way #312, Bremerton,
Washington 98312,**

Defendants.

COMES NOW the Plaintiff herein and moves the Court to convert this matter to a standard civil action upon the payment of the difference in filing fee.

Under Washington law, the limited action of unlawful detainer may be converted to a standard civil action as follows:

Where the right to possession ceases to be at issue at any time between the commencement of an unlawful detainer action and trial of that action, the proceeding may be converted into an ordinary civil suit for damages, and the parties may then properly assert any cross claims, counterclaims, and affirmative defenses. . . .No particular method exists for the trial court to convert an unlawful detainer action into a civil suit.

Barr v. Young, 187 Wn. App. 105, 109, 347 P.3d 947, 950 (2015) (citations omitted).

1 Pursuant to the court's direction in this matter at hearing on January 27, 2023, when the show
2 cause holding and the question of possession was certified for appeal, Plaintiff requests the court
3 convert this matter to a standard civil action upon Plaintiff paying the difference between the filing
4 fee for unlawful detainer and a standard civil action (\$43). Plaintiff can then pursue action against
5 the Defendant on the question of damages.
6

7 **I. CONCLUSION**

8 For the reasons stated above, this matter should be permitted to convert to a standard civil action
9 for resolution of any issues between the parties other than the question of possession.
10

11 Dated this 8 day of February, 2023

12 RICHMOND HILL PLLC

13 
14 KAREN RICHMOND WSBA 31618
15 Attorneys for Plaintiff
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Exhibit C

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**SUPERIOR COURT OF WASHINGTON
COUNTY OF KITSAP**

PENDLETON PLACE, LLC,

Plaintiff,

v.

**KALEINAINOA ASENTISTA; and all
other unauthorized occupants of 5454
Kitsap Way #312, Bremerton, Washington
98312,**

Defendants.

NO. 22-2-01519-18

NOTE FOR HEARING

(Clerk's Action Requested)

TO: CLERK OF THE COURT

**PLEASE TAKE NOTICE that the
undersigned will bring on:**

CALENDAR:

THE HEARING IS TO BE HELD:

TIME:

LOCATION:

Reporter Requested: no

Electronic Recorder Acceptable: yes

Court Commissioner may hear this motion: no

Dated: February 8, 2023

Motion To Convert To Civil Action

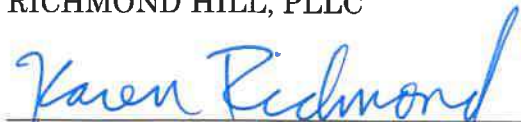
Civil

Friday, February 17, 2023

9:00 a.m.

Kitsap County Superior Court

RICHMOND HILL, PLLC



KAREN RICHMOND, WSBA #31618

Attorney for Plaintiff

Note for Hearing



**RICHMOND HILL, PLLC
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KITSAP

PENDLETON PLACE, LLC,

No. 22-2-011519-18

Plaintiff,

v.

**DECLARATION OF
KALEINAINOA ASENTISTA**

KALEINAINOA ASENTISTA,
individually, and ALL OTHER
OCCUPANTS,

Defendants.

The undersigned declares under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. My name is Kaleinainoa Asentista, the named defendant in this case.
2. I suffer from severe mental health disabilities including bipolar schizophrenia, post-traumatic stress disorder, psychotic psychosis, attention deficit- hyperactivity disorder, and borderline personality disorder.
3. Plaintiff is a mental health facility that provides housing and treatment to people with mental health disabilities.

1 4. I moved onto the premises in August 2022 and vacated on or around October 3, 2022. When
2 I vacated the premises, I packed all my personal belongings and swept the unit.

3 5. My only direct source of income is Social Security Disability Insurance.

4 6. On or around late August 2022, the doorknob on my front door broke and could not be locked.
5 I verbally informed the landlord, Tony Cable, and apartment staff members Margaret and Andy
6 about the broken doorknob. They agreed to fix the doorknob but did not do so.

7 7. Because of the broken doorknob, several people frequented my unit unannounced and
8 without permission.

9 8. Around late August 2022, I informed the landlord Tony Cable about the unwelcome visitors
10 in my apartment. However, he did not do anything about it and still did not replace the doorknob.

11 9. These unwelcome visits began on August 23, 2022 and continued until I vacated the
12 premises. Much of the damage attributed to me by the plaintiff was caused during these visits.

13 10. **Rent.** I dispute the amount of rent that I allegedly owe the landlord. My rent was \$242 per
14 month and I was current on rent through August 2022. I attempted to pay rent for September and
15 October through delivering money orders to the building's office and the checks were returned to
16 me. With a monthly rent of \$242, and a move out of date around October 3, 2022, the total amount
17 owed for September and October is not more than \$484.

18 11. **Cleaning.** I dispute the amount owed for cleaning the apartment upon my move-out. I
19 cleaned and swept the apartment prior to vacating. I completed a move-out walk through with a
20 staff member named Erin from the apartment complex, this staff member can verify that the
21 apartment was cleaned.

22 12. **Flooring.** I did not cause any damage to the floor. Any damage to the apartment flooring
23 was caused by unwelcome visitors during their unannounced entrances to my apartment.

1 13. **Fire sprinkler.** I did not damage the fire sprinkler. The fire sprinklers in the unit were
2 damaged by rust, likely occurring naturally, and as a result of tampering by the unwelcome visitors
3 who entered my apartment because of the broken doorknob.

4 14. **Painting.** I did not damage the walls or the paint in the unit. Rather, any damage was caused
5 by the unwelcome visitors who entered my apartment without my permission, and through rust
6 naturally transferring from the fire extinguishers to the walls.

7 15. **Blinds.** I did not damage the blinds. Damage to the blinds was also caused by the unwelcome
8 visitors during their unannounced visits.

9 16. **Appliances.** I did not damage any appliances besides the refrigerator. This damage consisted
10 of minor dents to the top and bottom refrigerator doors.

11 17. **Plumbing Fixture.** The handle to the bathroom sink was not installed correctly and
12 subsequently came off during normal use. I informed the landlord Tony Cable about the sink
13 handle and it was not remedied.

14 18. **Bed Frame.** Because of my personal preference to sleep on a mattress on the floor, I
15 disassembled the bed frame immediately after moving in. The wooden bedframe and supporting
16 metal pieces were promptly returned in a box to management.

17 19. Prior to my eviction from the premises, a verbal agreement was made with management
18 whereby I would spend five days at a crisis center before any eviction proceedings would
19 commence. Plaintiff agreed to provide me with a referral to a center and did not do so.

20 20. I was served an eviction notice 29 days after this agreement occurred, despite the plaintiff's
21 verbal promise that an eviction would not occur unless I obtained the necessary treatment.

22
23 Signed on 2/9/2023 ^{KA}, 2023, in Bremerton, WA.

2/9/23 ^{KA}
Kaleinainoa Asentista, Defendant

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7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF KITSAP**
9

10 PENDLETON PLACE, LLC,
11 Plaintiff,

No. 22-2-01519-18

12 v.

CERTIFICATE OF SERVICE

13 KALEINAINOA ASENTISTA; all other
14 unauthorized occupants, of 5454 Kitsap
Way #312, Bremerton, Washington
98312

Defendant(s).

15 I, Yuan Ting, certify under penalty of perjury under the laws of the State of Washington
16 that on February 10, 2023, I mailed a true copy of the following documents to Karen Richmond,
17 attorney for Plaintiff, at 1521 SE Piperberry Way Ste. 135, Port Orchard, WA 98366:

- 18 • Defendant's Response to Motion for Summary Judgment
19 • Declaration of Kaleinainoa Asentista

20 I also e-mailed a true copy of the above-referenced documents to Karen Richmond at
21 karen@rrlaw.pro.

22 DATED this 10th day of February, 2023, in Bellevue, WA.

23 Yuan Ting
24 Yuan Ting, WSBA No. 52897

25
26 King County Bar Association
27 Housing Justice Project
28 1200 5th Ave Suite 700

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Seattle, WA 98101
Phone: (253) 260-5129
Fax: 206-205-8059
yuant@kcba.org

Attorney for Defendant

RECEIVED AND FILED
IN OPEN COURT

SEP 14 2022

DAVID T. LEWIS III

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6 SUPERIOR COURT OF WASHINGTON
7 COUNTY OF KITSAP

8 PENDLETON PLACE, LLC,

9 Plaintiff,

10 v.

11 KALEINAINOA ASENTISA; and all other
12 unauthorized occupants of 5454 Kitsap Way
13 #312, Bremerton, Washington 98312,

14 Defendants.

NO. 22-2-01519-18

COMPLAINT IN UNLAWFUL
DETAINER

15 COMES NOW the Plaintiff above-named, and for cause of action against the Defendant, states:

16 I.

17 That Plaintiff, PENDLETON PLACE, LLC, is the legal owner of the real property
18 ("PROPERTY") located in Kitsap County, Washington, commonly known as 5454 Kitsap Way #312,
19 Bremerton, Washington, and legally described as:
20

21 RESULTANT "SINGLE" PARCEL OF DECLARATION OF LOT AGGREGATION
22 RECORDED UNDER AUDITOR'S FILE NO. 202007240146, AND AS CORRECTED PER
23 AFFIDAVIT TO CORRECT A DECLARATION OF LOT AGGREGATION RECORDED
24 UNDER AUDITOR'S FILE NO. 202010020203, RECORDS OF KITSAP COUNTY,
25 WASHINGTON, DESCRIBED AS FOLLOWS: THE WESTERLY 340 FEET OF LOT 28,
BLOCK 1, PLAT OF BRENTWOOD PARK, AS PER PLAT RECORDED IN VOLUME 5 OF
PLATS, PAGE 6, RECORDS OF KITSAP COUNTY, WASHINGTON; EXCEPT THAT
PORTION CONVEYED TO STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY
NUMBER 21 BY DEED RECORDED JUNE 22, 1942 UNDER AUDITOR NUMBER 361676;

Complaint - p. 1



RICHMOND LAW PLLC
(360) 692-7201 / (360) 824-7168 fax
1521 Piperberry Way SE, Suite 135
Port Orchard WA 98366

1 ALSO EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON FOR
2 PRIMARY STATE HIGHWAY NUMBER 21 (STATE ROUTE NUMBER 3) BY DEED
3 RECORDED AUG 19, 1966 UNDER AUDITOR NUMBER 884856; EXCEPT THAT PORTION
4 LYING NORTHWESTERLY OF SAID CRAWFORD DRIVE; TOGETHER WITH THAT
5 PORTION OF VACATED KITSAP WAY BY CITY OF BREMERTON ORDINANCE NUMBER
6 3453 RECORDED UNDER AUDITOR NUMBER 7811070001 BY NORTH OF THE SOUTH
7 LINE OF SAID LOT 28 EXTENDED WESTERLY, THAT WOULD ATTACHED BY
8 OPERATION OF LAW; AND ALSO: ALL OF LOT 29, BLOCK 1, BRENTWOOD PARK,
9 ACCORDING TO PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 6, RECORDS OF
10 KITSAP COUNTY, WASHINGTON; EXCEPT THE FOLLOWING: BEGINNING AT THE
11 NORTHWEST CORNER OF SAID LOT 29; THENCE SOUTH 19*03'56" EAST ALONG
12 STATE ROADWAY NO. 21 A DISTANCE OF 115 FEET; THENCE EAST PARALLEL TO
13 THE NORTH LINE OF SAID LOT 29 A DISTANCE OF 150 FEET; THENCE NORTH
14 19*03'45" WEST PARALLEL WITH THE SAID STATE ROADWAY NO. 21 TO THE NORTH
15 LINE OF SAID LOT 29; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 29 TO
16 THE POINT OF BEGINNING AND THAT PORTION OF SAID LOT 29 DESCRIBED AS
17 FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 29; THENCE
18 SOUTH 19*03'56" EAST ALONG STATE HIGHWAY NO. 21 A DISTANCE OF 115 FEET;
19 THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 29, A DISTANCE OF 150
20 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
21 THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 29 A DISTANCE OF 50
22 FEET; THENCE NORTHERLY IN A STRAIGHT LINE, TO A POINT ON THE NORTH LINE
23 OF SAID LOT 29 WHICH POINT IS NORTH 19*03'56" WEST FROM THE TRUE POINT OF
24 BEGINNING; THENCE SOUTH 19*03'56" EAST TO THE TRUE POINT OF BEGINNING;
25 EXCEPT THAT PORTION OF SAID LOT 29 DESCRIBED AS FOLLOWS: BEGINNING AT
THE NORTHWEST CORNER OF SAID LOT 29; THENCE SOUTH 19*03'56" EAST ALONG
STATE HIGHWAY NO. 21 A DISTANCE OF 115 FEET TO THE TRUE POINT OF
BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE EAST PARALLEL TO THE
NORTH LINE OF SAID LOT 29 A DISTANCE OF 60 FEET; THENCE SOUTHWESTERLY IN
A STRAIGHT LINE TO THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 29 AND
THE EASTERLY MARGIN OF STATE HIGHWAY NO. 21; THENCE NORTHWESTERLY
ALONG SAID EASTERLY MARGIN TO THE TRUE POINT OF BEGINNING; EXCEPT THAT
PORTION OF LOT 29 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST
CORNER OF SAID LOT 29; THENCE WEST ALONG THE SOUTH LINE THEREOF 140
FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE SOUTH LINE THEREOF TO
ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 29; THENCE EAST ALONG
THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF SAID LOT; THENCE
SOUTHEASTERLY ALONG THE EASTERLY LINE 210.63 FEET TO THE SOUTHEAST
CORNER AND THE POINT OF BEGINNING; AND EXCEPT THAT PORTION OF LOT 29
DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID
TRACT 29, 140 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE IN A
SOUTHEASTERLY DIRECTION ON A STRAIGHT LINE TO A POINT ON THE SOUTH
LINE OF SAID TRACT 29 WHICH IS 150 FEET WEST OF THE SOUTHEAST CORNER
THEREOF AND THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY
ALONG SAID LAST DESCRIBED STRAIGHT LINE 11 FEET; THENCE WESTERLY ON A
STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID TRACT 29; THENCE EAST
ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING; EXCEPT THAT
PARCEL CONVEYED TO THE STATE OF WASHINGTON BY WARRANTY DEED
RECORDED UNDER AUDITOR'S FILE NO. 862990, RECORDS OF KITSAP COUNTY,
WASHINGTON; AND ALSO: PARCEL A: THAT PORTION OF LOT 29, BLOCK 1,
BRENTWOOD PARK, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 6,



1 RECORDS OF KITSAP COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE
2 NORTHWEST CORNER OF SAID LOT 29; THENCE S19*03'56 E ALONG STATE ROAD NO.
3 21 A DISTANCE OF 115 FEET; THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID
4 LOT 29, A DISTANCE OF 150 FEET; THENCE N19*03'56 W, PARALLEL WITH SAID STATE
5 ROAD NO. 21, TO THE NORTH LINE OF SAID LOT 29; THENCE WEST ALONG THE
6 NORTH LINE OF SAID LOT 29 TO THE POINT OF BEGINNING; EXCEPT PORTION
7 CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED MAY 8, 1942
8 UNDER AUDITOR'S FILE NO. 359526; TOGETHER WITH THAT PORTION OF VACATED
9 KITSAP WAY AS VACATED UNDER ORDINANCE NO. 3452, AND RECORDED UNDER
10 AUDITOR'S FILE NO. 7811070001, LYING SOUTH OF THE NORTH LINE OF THE ABOVE
11 DESCRIBED MAIN TRACT, EXTENDED WESTERLY; EXCEPT THAT PORTION OF LOT
12 29, BLOCK 1, BRENTWOOD PARK AS PER PLAT RECORDED IN VOLUME 5 OF PLATS,
13 PAGE 6, RECORDS OF KITSAP COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT
14 THE NORTHWEST CORNER OF SAID LOT 29; THENCE S19*03'56 E ALONG STATE
15 HIGHWAY NO. 21, A DISTANCE OF 115 FEET; THENCE EAST PARALLEL TO THE
16 NORTH LINE OF SAID LOT 29, A DISTANCE OF 150 FEET TO THE TRUE POINT OF
17 BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE WEST, PARALLEL TO THE
18 NORTH LINE OF SAID LOT 29, A DISTANCE OF 50 FEET; THENCE NORTHERLY IN A
19 STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 29, WHICH POINT IS
20 NORTH 19*03'56 W FROM THE TRUE POINT OF BEGINNING; THENCE S19*03'56 E TO
21 THE TRUE POINT OF BEGINNING; PARCEL B: THAT PORTION OF LOT 29, BLOCK 1,
22 BRENTWOOD PARK, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 6,
23 RECORDS OF KITSAP COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE
24 NORTHWEST CORNER OF SAID LOT 29; THENCE S19*03'56 E ALONG STATE
25 HIGHWAY NO. 21, A DISTANCE OF 115 FEET OT THE TRUE POINT OF BEGINNING OF
THE TRACT HEREIN DESCRIBED; THENCE EAST PARALLEL TO THE NORTH LINE OF
SAID LOT 29, A DISTANCE OF 60 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT
LINE TO THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 29 AND THE
EASTERLY MARGIN OF STATE HIGHWAY NO. 21; THENCE NORTHWESTERLY
ALONG SAID EASTERLY MARGIN TO THE TRUE POINT OF BEGINNING.

Parcel No. 3719-001-028-0200

II.

The Defendant, KALEINAINOA ASENTISTA, entered into possession of the above-described premises on June 14, 2022. A true and correct copy of that Dwelling Lease is attached as Exhibit A.

III.

On July 21, 2022, a Resident Complaint/Incident report was made indicating Mr. Asentista was told three (3) times to stop coming to the Lobby without a shirt. There were numerous complaints made by Residents. Mr. Asentista was also walking all four (4) floors of the building screaming and making intimidating statements and gestures. Female Residents were hiding in an office and another male



1 Resident left to sleep outside where he felt he was safer. Police were called and spoke to him. Said
2 Complaint is attached as Exhibit B.

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4 IV.

5 On July 22, 2022, Plaintiff, through its property manager, Bremerton Housing Authority, caused
6 to be served on Defendant three (3) 10-Day Notices To Comply Or Vacate to refrain from all illegal
7 activity; comply with Pendleton Place lease and rules, staff instructions in the common areas and not
8 make intimidating gestures, stances or statements toward staff and residents, dress appropriately,
9 attached hereto as Exhibit C and served by posting and mailing from Kitsap County, Washington.

10 V.

11 On July 31, 2022, a Resident Complaint/Incident report was made indicating Mr. Asentista sat
12 near another Resident in the Lobby. He demanded the other Resident's attention, even though the other
13 Resident didn't want to talk. He began to demand Resident's phone and Resident refused. Mr.
14 Asentista became loud and left, headed to his Unit. He returned and continued focusing on other
15 Resident. Mr. Asentista went outside to yell. A Security Office followed to attempt de-escalation. Said
16 Complaint is attached as Exhibit D.

17 VI.

18 On August 6, 2022 at 3:00 a.m., a Resident Complaint/Incident report was made indicating a
19 Resident was going into his room and his guest was waiting and standing by the door. Mr. Asentista
20 thought the guest was standing outside his door. He began yelling about the guest standing outside his
21 door and saying that what was happening here was not okay. Staff spoke with Mr. Asentista to try and
22 de-escalate him and get him to discuss his concerns at a lower volume as it was early and residents were
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1 sleeping. He eventually agreed and said he was fine and would leave a message for his care coordinator.
2 Said Complaint is attached as Exhibit E.

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4 VII.

5 On August 13, 2022, three (3) Resident Complaints were made. At 11:20 p.m., Mr. Asentista
6 was sitting outside of another Resident's room and yelling on the phone. The resident told him to "shut
7 up". Mr. Asentista then verbally assaulted Resident by saying I'm gonna beat your ass, knock out your
8 teeth and calling Resident a "faggot", etc. Another Incident Report on the same day, a Resident
9 indicated Mr. Asentista was outside on his phone during quiet hours. He was so loud, another Resident
10 shouted out to him to "shut up". Mr. Asentista began to yell louder and made threats towards the
11 Resident in the window. Resident called the lobby three (3) times to report Mr. Asentista's threats
12 toward his life and safety. Another Resident also called the lobby to complain about Mr. Asentista's
13 yelling. A third Resident was overhearing Mr. Asentista's outside screaming at another Resident to
14 come outside so they could fight. Said Complaint is attached as Exhibit F.

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16 VIII.

17 On August 14, 2022, three (3) Resident Complaint/Incident reports were made indicating Mr.
18 Asentista was outside a Resident's room, threatening Resident. He demanded that Resident "bring my
19 ass out and fight" and yelled through Resident's window specifically to wake Resident up. He also
20 banged on Resident's window and called Resident a "faggot". The second Complaint indicated by a
21 Resident that he had met Mr. Asentista at Benedict's House and Mr. Asentista had threatened Resident
22 "to tear my legs off, to kill me". Mr. Asentista was doing it again and Resident is afraid to go outside,
23 stating his preferred outcome/solution would be "to get him out of Pendleton". Staff and Security went
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1 to check on Mr. Asentista after he was reported to be screaming in his Unit. When Staff knocked, she
2 heard him scream "What the fuck do you want?". Staff announced herself and Mr. Asentista shouted
3 "leave". He was then heard making more homicidal statements to himself. Said Complaints are
4 attached as Exhibit G.

5
6 IX.

7 On August 18, 2022, at 3:00 a.m., a Resident Complaint/Incident report was made indicating Mr.
8 Asentista was blasting his music in his room and shouting to himself. This woke up two other
9 Residents. When asked to lower his volume, Mr. Asentista complied. Said Complaint is attached as
10 Exhibit H.

11 X.

12 On August 19, 2022, Plaintiff, through its property manager, Bremerton Housing Authority,
13 caused to be served on Defendant a 10-Day Notice To Comply Or Vacate to comply with Pendleton
14 Place staff instructions in the common areas and not make intimidating gestures, stances or statements
15 toward staff and residents, keep door closed to unit when not entering or leaving, not make threats or
16 gestures threatening residents, guests or staff, follow quiet time hours of 10:00 pm to 8:00 am, attached
17 hereto as Exhibit I and served by posting and mail from Kitsap County, Washington.

18 XI.

19 On August 19, 2022, at 12:30 p.m., a Resident Complaint/Incident report was made indicating
20 Mr. Asentista was pacing outside another Resident's room and banging on door. While outside, Mr.
21 Asentista was hovering around Resident and another Resident and shouting aggressively, trying to pick a
22 fight with them. Resident warned him to stay away from me, just wanting to be left alone. Mr.
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1 Asentista threw chips on Resident's doorstep and left marks on Resident's door when he was banging on
2 it. Said Complaint is attached as Exhibit J.

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4 XII.

5 On August 19, 2022, at 12:50 a.m., a Resident Complaint/Incident report was made indicating
6 Mr. Asentista had the door to his Unit open and was yelling. Staff could hear him at the front lobby.
7 Staff asked if we could close his door and if he could talk lower. Said Complaint is attached as Exhibit
8 K.

9 XIII.

10 On September 1, 2022, at 12:30 p.m., a Resident Complaint/Incident report was made to Security
11 saying someone is yelling and banging on a Resident's door. Security went to the person yelling on the
12 third floor. He was missed by Security. Security asked Staff to call 911 and Navigator. Said Complaint
13 is attached as Exhibit L.

14 XIV.

15 On September 4, 2022, two (2) Resident Complaint/Incident reports were made. Staff and
16 Security went to Unit 312. Mr. Asentista's music was very loud. After 3 knocks, the volume was
17 lowered. Mr. Asentista did not address Staff and remained in his room. Staff suspected a cannabis
18 smell was coming through his door. Sometime later, the fire alarm was tripped in the Unit. Staff called
19 the room AND Mr. Asentista began to yell at Staff. Staff told him the fire alarm to his room was
20 activated. He insisted that because he could not hear it, he hadn't set it off. Staff tried to explain that
21 the alarm sounds in the lobby, but Mr. Asentista refused to believe Staff. He remained argumentative
22 through the call. He insisted he needed a fire alarm log to prove it. Staff asked Mr. Asentista if there
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1 was anything that could have tripped it. He said "No B----, if there was you could fuc ___ hear it". Staff
2 then hung up. In another Report the same day, Mr. Asentista came out onto the milieu and accused
3 random Residents of being child molesters. He started raising his voice and was posturing. One
4 Resident began to cry. Mr. Asentista spent time talking to Security before returning to his room. Said
5 Complaints are attached as Exhibit M.
6

7 XV.

8 On September 5, 2022 at 15:47, an Incident Report was done by Staff. Mr. Asentista's smoke
9 alarm was going off in the Unit. There didn't seem to be any smoke in the room. It was believed by
10 Staff that Axe body spray has set off the alarm. 911 was called to have them deactivate the alarm as
11 Staff was not able to reset the alarm. The Incident Report is attached hereto as Exhibit N.
12

13 XVI.

14 On September 5, 2022, at 2:50 a.m. and 4:15 p.m., two (2) a Resident Complaint/Incident reports
15 were made indicating Security reported to Staff that there was loud music coming from a Unit on the 3rd
16 floor. Staff was asked to come identify the room number. Staff confirmed the noise coming from Unit
17 312. Staff attempted to knock on the door and Resident did not answer. After knocking for a few
18 minutes, Resident reduces the noise level, but still ignored the door and does not open it for Staff. Noise
19 level was lower, but still not at acceptable level to comply with quiet hours. In the second Complaint,
20 the smoke alarm went off in Unit 312. Staff tried to reset the alarm panel without success. Staff noticed
21 evidence of some sort of substance had been sprayed into the alarm, damaging it. Said Complaints are
22 attached as Exhibit O.
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XVII.

On September 6, 2022, at 2:45 p.m., a Resident Complaint/Incident report was made indicating Mr. Asentista was blasting his music in his room and shouting to himself. This woke up two other Residents. When asked to lower his volume, Mr. Asentista complied. Said Complaint is attached as Exhibit H.

XVIII.

On September 6, 2022, two (2) Resident Complaint/Incident reports were made. Bird Electric was here to replace the detector in Unit 312 that was tampered with. When she knocked, nobody answered. Staff took the Unit keys and went to the Unit with the Bird Electric representative and knocked loudly and waited for an answer. There was no answer. Staff used the key and cracked the door and yelled loudly and Resident said he was in the shower. Staff let him know we would return in 5 minutes. Resident met us ear the respite room and asked why we were trying to enter his Unit. Staff told him the smoke detector had to be replaced and because it is safety equipment it is deemed an emergency. Resident accused us of not knocking and Staff assured him that we had both times, but he did not answer. The Bird Electric representative entered the apartment and located the detector the was reset to 0 and tampered with in addition to the one the fire department reported. Staff observed a light fixture not up properly and missing range top elements. Staff asked Resident about the elements and he said "they are right here mother fucker" in a very loud and aggressive manner as he opened a cabinet door. Resident then said he was going to his lawyer and Staff let him know that his lawyer can contact mine and that I am done with him threatening and calling me names. Said Complaints are attached as Exhibit P.



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XIX.

On September 7, 2022, four (4) Resident Complaint/Incident reports were made indicating Mr. Asentista's fire alarm was triggered. Staff tried to reset the alarm but were unable to. As told by fire department and Bird Electric, when unable to reset alarm it means the detection unit has been tampered with in some way. When arriving at Unit, Resident claimed to be in the shower. Once Resident opened Unit door, Staff found there to be a tissue paper dangling from the bathroom fan. Staff observed steam in the Unit, bedroom fire detector was down. When Staff asked Resident what he had done with th it, he pulled it out behind a dresser and replaced it. Burn marks were notices around the front door jamb and the bathroom door jamb. A light had been removed and then taped back up. Staff informed Resident fire alarm is a safety issue and has no reason for alarm going off. Said Complaints are attached as Exhibit Q.

XX.

That a period of more than ten [10] days has elapsed since the aforementioned Notices were served on the Defendant and the Defendant has failed to comply with said Notices, is still in possession of said premises and refuses to surrender possession thereof to Plaintiff. Defendant is not in compliance with the Lease.

XXI.

The reasonable rental value of said premises is \$1,253.00 per month.

WHEREFORE, the Plaintiff prays for judgment as follows:

1. For the immediate restitution of said premises; and
2. For damages for unlawful detention of said premises.



1 3. For interest at the statutory rate of 12% of any judgment issued for damages and/or
2 attorney fees and costs; and

3 4. For such other and further relief as the Court may deem just and proper under the
4 circumstances.

5 Dated this 12 day of September, 2022.

7 RICHMOND LAW PLLC

8 
9 KAREN RICHMOND WSBA 31618
10 Attorney for Plaintiff

11 VERIFICATION

12 TONY CAB'LES declares as follows:

13 That I am the Property Manager of this property, am authorized to act for the above-named Plaintiff in the
14 above-entitled action; that I have read the foregoing Complaint, know the contents thereof, and believe the same
15 to be true.

16 I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF THE STATE OF WASHINGTON
17 THAT THE FOREGOING IS TRUE AND CORRECT.

18 Signed this ____ day of September, 2022 at Bremerton, Washington.

19 _____
20 TONY CAB'LES, Property Manager



1 3. For interest at the statutory rate of 12% of any judgment issued for damages and/or
2 attorney fees and costs; and

3 4. For such other and further relief as the Court may deem just and proper under the
4 circumstances.
5

6 Dated this ____ day of September, 2022.

7 RICHMOND LAW PLLC

8
9 KAREN RICHMOND WSBA 31618
10 Attorney for Plaintiff

11 VERIFICATION

12 TONY CAB'LES declares as follows:

13 That I am the Property Manager of this property, am authorized to act for the above-named Plaintiff in the
14 above-entitled action; that I have read the foregoing Complaint, know the contents thereof, and believe the same
15 to be true.

16 I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF THE STATE OF WASHINGTON
17 THAT THE FOREGOING IS TRUE AND CORRECT.

18 Signed this ____ day of September, 2022 at Bremerton, Washington.

19 *Signature via electronic
20 transmission attached*

21 TONY CAB'LES, Property Manager



1 3. For interest at the statutory rate of 12% of any judgment issued for damages and/or
2 attorney fees and costs; and

3 4. For such other and further relief as the Court may deem just and proper under the
4 circumstances.
5

6 Dated this 12 day of September, 2022.

7 RICHMOND LAW PLLC

8 
9 KAREN RICHMOND WSBA 31618
10 Attorney for Plaintiff

11 VERIFICATION

12 TONY CABLES declares as follows:

13 That I am the Property Manager of this property, am authorized to act for the above-named Plaintiff in the
14 above-entitled action; that I have read the foregoing Complaint, know the contents thereof, and believe the same
15 to be true.

16 I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF THE STATE OF WASHINGTON
17 THAT THE FOREGOING IS TRUE AND CORRECT.

18 Signed this 12th day of September, 2022 at Bremerton, Washington.

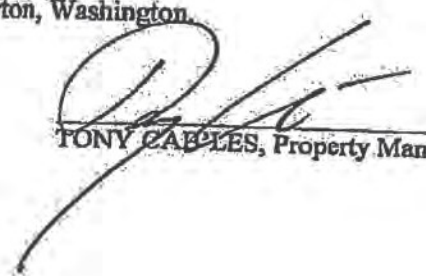
19 
20 TONY CABLES, Property Manager

EXHIBIT A



600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2927
www.bremertonhousing.org

**HOUSING AUTHORITY OF THE CITY OF BREMERTON
DWELLING LEASE**

The Housing Authority of the City of Bremerton ("Authority" or "BHA"), as the authorized agent for Pendleton Place LLC ("Owner"), a Washington limited liability company, hereby leases to:

Kaleinainoa Asentista

"Resident" (as noted above) the "unit" (as described below):

UNIT: 312 ADDRESS 5454 Kitsap Way Bremerton, WA 98312

The term of this Lease shall be for one year starting from 06/14/2022 ending on 05/31/2023. If this Lease begins on a date other than the first of the month, then the prorated amount for the period ending on the last day of said month shall be \$ 6.49. Unless terminated as provided herein, this Lease shall automatically renew annually at the time of the annual recertification, as provided by U.S. Department of Housing and Urban Development (HUD) regulations.

ORIGINAL MOVE-IN DATE 06/14/2022

UNIT CONTRACT RENT**: \$ 1253.00 /monthly

UTILITIES PAID BY TENANT: Cable TV, Internet

UTILITIES PAID BY LANDLORD: Water, Sewer, Trash, Electric

SECURITY DEPOSIT \$250.00 (if applicable)

ADDITIONAL DEPOSIT(S) \$ N/A FOR

** The Unit Rent is the market rent for the Unit and BHA will adjust it annually to reflect the then current market rent. Resident's obligation (hereinafter the "Rent") is based on the Resident's income and may be adjusted during the term of the Lease to reflect changes in the Resident's income, as described below. The difference between the Unit Rent and the Resident's obligation is the subsidy to the Resident.

Rent, plus any additional sums owed under this Lease, shall be due on the first day of each calendar month in advance, without demand or billing, in the mailing envelope provided by BHA or at the place designated by BHA. By accepting rent or other payments from Resident, BHA does not waive its right to proceed with any existing legal proceeding or waive its right to pursue its legal remedies for any breach of this Lease by Resident, other than the failure of Resident to pay Rent or other charges due.

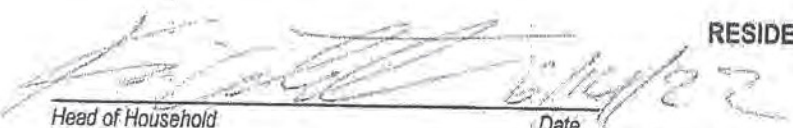
The Terms and Conditions of Occupancy attached to this Lease, and all BHA policies that may change from time to time, are specifically made a part of this Lease and are incorporated herein by reference. Resident hereby acknowledges receipt of a copy of this Lease, the applicable Community Rules and a Resident Lease packet. Policies are available for review at the management office. Based upon payment of all charges and observance of all terms, Resident shall have the right to the exclusive use and possession of the Unit and the right to access common areas of the building and grounds including, parking areas and walkways (the "Premises") in accordance with the terms of the Lease.

The parties hereby execute this Lease and acknowledge the mutual rights and responsibilities described herein.

ATTACHMENTS:

1. Terms and Conditions of Occupancy
2. Unit Inspection Report
3. Community Rules
4. Pet Policy
5. VAWA Addendum
6. List of Charges
7. Lead Based Paint Disclosure
8. Resident Rights and Responsibilities
9. Fact Sheet, for HUD Assisted Residents, Project-Based Section 8
10. EIV & You Brochure
11. Bed Bug Agreement
12. Key Acknowledgement
13. Fire Safety Attachment
14. Mold and Moisture Agreement
15. Mold Brochure
16. Section 8 Tenancy Addendum (if applicable)
17. Tax Credit Lease Rider
18. Home Lease Rider


RESIDENT



Head of Household

Date

**HOUSING AUTHORITY OF THE
CITY OF BREMERTON**



Property Manager



Date

Bremerton Housing Authority

Management Office

600 Park Avenue, Bremerton, WA 98337

Street Address

Zip

(360) 479-3694

Phone

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS
THEY ARE PART OF YOUR LEASE**

TERMS AND CONDITIONS OF OCCUPANCY

The following terms and conditions of occupancy are made a part of this Lease and together with all incorporated items as defined herein, constitute the entire agreement between the parties.

BHA is required to deny assistance/tenancy to Resident who is subject to lifetime registration requirement under a state sex offender registration program.

1. USE OF UNIT

Resident shall use and occupy the Unit exclusively as a private residential dwelling for Resident's household, and for no other purpose, except as allowed in the House Rules. Resident shall live in the Unit as Resident's only place of residence. During the term of this Lease, Resident shall not occupy or receive rent or other financial assistance for any other residence assisted under any federal, state or local housing assistance program. Resident shall comply with all laws relating to the use or occupancy of the Unit, or relating to eligibility to reside in the Unit and with all rules, policies and regulations applying thereto which now exist or hereafter may be established or modified by BHA.

- a. **Subleasing, Boarders or Lodgers** - Resident shall not assign this Lease, sublet or transfer possession of the Unit or provide accommodations to boarders or lodgers, whether for compensation or not.
- b. **Guests** - Guests are allowed between 9 a.m. and 10 p.m. Overnight guests must be pre-approved by the Pendleton Place Manager for Kitsap Mental Health Services. The Resident will be strictly responsible for any and all actions of their guest. Guests may be directed to leave the property and may be legally trespassed from the premises when they substantially interfere with the quiet enjoyment or comfort of any resident or if they damage, deface, or destroy any property belonging to the complex, its residents, or employees.
- c. **Extended Absences** - Resident shall inform BHA in writing of any absences from the Unit of sixty (60) days or more within 7 days of absence, and shall not be absent from the Unit for periods in excess of 180 days except as an accommodation to a disability. Unapproved absences in excess of 180 days shall constitute a material breach of this Lease and may result in termination of this Lease.

2. CONDITION OF UNIT

By signing this Lease, Resident acknowledges he or she has inspected the Unit and that it is safe, clean and in good habitable condition and takes the Unit "as is." Resident acknowledges that all appliances and equipment in the Unit are in good working order, except as described on the Unit Inspection Report attached hereto. Resident also acknowledges that BHA has made no promises to decorate, alter, repair or improve the Unit, except as listed on the Unit Inspection Report.

3. CHARGES

- a. **Additional Charges** - In addition to Rent, Resident shall pay, when due, any charges arising or outstanding on Resident's account. Such charges may include but are not limited to: late fees; payment agreements; costs incurred by BHA related to Resident's failure to perform his or her obligation under this Lease; damage caused by fire or other catastrophic loss; and damage to the Unit or the Premises resulting from deliberate or negligent misuse of the Unit or the Premises by Resident or Resident's invitees or guests. Any additional charges and including charges for utilities shall be due and owing two (2) weeks after Resident receives written notice of the charges. Resident's failure to make such payments when due shall constitute a material breach of this Lease and may result in termination of this Lease as provided in Section 12 below.
- b. **Treatment of Payments** - All money accepted on Resident's account shall be applied first to outstanding amounts due, then to past rent due, then any currently due charges or rent.
- c. **Late Payment** - Rent is due on the first day of each month. A late charge of \$25.00, established and periodically updated by BHA, shall be assessed for any payment received after the fifth (5th) of the month.

- d. **Returned Checks** - If Resident's check, or any check tendered on Resident's behalf is returned for any reason, Resident shall be assessed a non-sufficient funds (NSF) fee of \$10.00 as established and periodically updated by BHA. BHA will require future rental payments to be made by cashier's check or money order for the next 6 months.
- e. **Acceptance of Rent** - BHA shall have ten business days after rent or other payments are tendered to accept the rent or payment. Any rent or other payment not returned or refunded after ten business days shall be deemed "accepted" by BHA.
- f. **Payment Method** - BHA prefers all payments in the form of certified funds (cashier's check or money order) or personal check (unless Resident has been late and certified funds are required). Payments shall be made to the Property Management office on site either in person or using the drop box.

4. SECURITY DEPOSIT

Resident shall pay a security deposit at the time of execution of this Lease. BHA's sole obligation is to return the deposit on termination of the tenancy, less deductions for damage to property in excess of normal wear and tear, unpaid Rent or other outstanding charges, for unpaid utility charges or for cleaning costs incurred by BHA (standard cleaning fee for 1 bedroom home is \$100). BHA will mail a check to the last known address on file postmarked within 21 days of move out. Check will be made payable to resident.

5. UTILITIES AND EQUIPMENT

Utilities and equipment shall be provided by Owner.

6. REPORTING INCOME

- a. **Income** - When requested, Resident shall provide timely and accurate information to BHA concerning income and employment.
 - i. Resident is required to complete an annual review and sign all required forms in order to verify income, provide all necessary documentation and signatures required to ensure compliance with HUD guidelines
 - ii. Resident's Rent may be recalculated at any time during the term of this Lease in accordance with BHA's rent policies and upon written notification Resident shall be obligated to pay the new amount.
 - iii. Resident shall complete other forms designated by BHA, describing Resident's assets and the amount and sources of income. Resident shall submit any other forms as may be required by BHA.
 - iv. Resident shall provide the required information on or before the date specified in BHA's request. The information supplied by Resident shall be verified and will be used to re-compute the Resident's Rent.
 - v. Whenever the Resident's Rent is less than the rental rate for Resident's income as a result of the Resident's failure to provide complete and accurate information, Resident shall be notified and Resident shall pay BHA the difference between the amount actually paid and the correct amount of the Resident obligation. Thereafter, Resident shall pay BHA the properly computed Rent. Copies of the rent calculation formula are available in the Management Office and will be supplied to Resident upon request.

b. Reporting Changes/Interim Reviews

- i. Rent, as established in accordance with BHA's rent policy, and based upon information provided by Resident, shall remain in effect until the next review of income, unless during the interim Resident experiences a change of circumstance or if there is a change in Federal law or regulations that directly affects the Rent. If Resident experiences a change in income, the reason for and amount of the change shall be reported in writing to BHA within 10 calendar days from the date of the change. Upon verification of the change, BHA shall adjust the Rent to reflect the change in income. Any adjustment to the Rent shall become effective as of the date provided in a Notice to Resident in accordance with BHA's rent policy.
- ii. If a rent increase is caused by a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which BHA notifies Resident of the change in law or regulations.

d. **Grievance Hearing** - Upon notification that a change in the amount of Rent owed or a transfer to a different unit is required, Resident may request an explanation of the reasons for the change. If Resident disagrees with the change(s), Resident may request a grievance hearing. Such request shall be in writing within ten (10) business days of notification of the change.

8. RESIDENT RESPONSIBILITIES

In addition to other obligations in this Lease, Resident and Resident's guest(s) and invitees are obligated to:

- a. Cooperate with BHA in its efforts to provide a safe, secure and sanitary living environment for all residents, which includes, but is not limited to, presenting photo identification upon request to security or management personnel when entering the Premises or the common areas, reporting unsafe or unsanitary conditions on the Premises, refraining from acting or speaking in an abusive or threatening manner toward neighbors, guests and employees;
- b. Refrain from all illegal activity; comply with all applicable Federal, State and local laws, orders, rules and regulations;

- c. Keep the Unit and the Premises in a clean, neat and sanitary condition and comply with all laws, health regulations and policies concerning the Unit, the Premises, and the community;
- d. Not use the Premises for any hazardous activity and not conduct any unlawful business activity on the Premises, in the building or on the grounds;
- e. Properly dispose of all rubbish, garbage and all other waste in a clean and sanitary manner at reasonable and regular intervals and place all (including recyclables) in the containers designated for such according to applicable schedules;
- f. Not waste utilities furnished by BHA and properly use and operate all electrical, gas heating, plumbing and other fixtures and appliances;
- g. Not destroy, deface, damage or remove any part of the Unit or Premises, the building or the fixtures therein, including the facilities, equipment, furniture, furnishings and appliances; and not permit any guest, invitee or other person to do so;
- h. Promptly pay the full costs of repairing or restoring any damage caused by Resident, guests, invitees or similar persons;
- i. Report promptly to the Management Office any breakage, or damage of the Unit, Premises, the building or equipment therein in need of repair, including but not limited to smoke detectors and other emergency call systems;
- j. Submit work orders for unit repairs in a timely manner when a repair is required;
- k. Not make alterations to the Unit, Premises, building or grounds on which the Premises are located without prior written permission from BHA. Permission given for specific alterations shall not be permission for any other alterations;
- l. Not permit a nuisance or waste;
- m. Not allow any pets in the Unit without BHA's prior written permission. If a pet is permitted, Resident shall pay the applicable pet deposit and abide by the terms of BHA's Pet Policy;
- n. Take reasonable and necessary precautions to prevent fire and water damage; and pay for damages resulting from fire and water damage.

9. NOTICES

To BHA: Any notice required by this Lease, or by law, to be served upon BHA shall be personally delivered by Resident to BHA's staff at the Management Office during normal business hours or mailed to BHA by first class mail at 600 Park Avenue, Bremerton, WA 98337.

To Resident: BHA shall notify Resident and Owner Case Management Staff in writing of any proposed adverse action and the specific grounds for the action including, but not limited to, a proposed Lease termination, termination of housing subsidy, transfer of Resident to another unit, charges for maintenance and repair and any other charges. Any notice or billing (other than a Lease termination notice) that is required by this Lease to be sent to Resident, shall be deemed sufficient if mailed to Resident at the address on this Lease.

Notice will be considered given in one of the following manners:

- a. Written notice personally delivered to BHA at BHA's property management office or sent by email or fax to BHA's property manager.
- b. Written notice delivered by first-class mail to BHA. If the notice is mailed, the notice will be considered served three days after the date the notice was mailed.
- c. Any other method reasonably calculated to achieve actual receipt of notice, as agreed to and described in the Lease.

10. ENTRY

BHA may enter the Unit at any time when BHA has reasonable cause to believe an emergency exists or reasonably believes the Unit to be abandoned. Upon giving at least forty-eight (48) hours advance written notice, BHA may enter the Unit during reasonable hours for the purpose of making improvements or repairs, performing routine or annual inspections, maintenance or to show the Unit for re-leasing. In the event the Resident is not present at the Unit at the time of entry, BHA shall leave at the Unit a written statement specifying the date, time and purpose of the entry. Tenant may not change locks or install additional locks to the Unit.

11. MAINTENANCE

- a. BHA shall maintain the buildings and facilities (including plumbing, heating, electrical systems, elevators, appliances), common areas and grounds, in a decent, safe and sanitary condition in conformity with the requirements of local housing codes and applicable regulations and guidelines of HUD.
- b. BHA agrees to make needed repairs to the Unit within the time required by law or within a reasonable time after Resident notifies BHA in writing of the defect or damage.

- c. BHA will offer standard accommodations, if available, to Resident when the Unit or the Premises are not habitable through no fault of Resident, and necessary repairs (under b. above) cannot be made within a reasonable time.
- d. BHA shall provide and maintain appropriate receptacles and facilities for the deposit of garbage and other household solid waste to be removed from the Premises by Resident as required by this Lease, and will provide disposal service for garbage and other household solid waste. BHA shall not, however, provide containers for the exclusive use of individual residents and households.
- e. Rent shall be abated if the Unit is uninhabitable, through no fault of Resident, unless alternate accommodations are offered Resident. Rent shall not be abated if Resident rejects standard alternative accommodations or if the damage was caused by Resident or guests.

12. TERMINATION OF LEASE

- a. After the first 12 months of the initial tenancy have been completed, Resident may terminate this Lease by giving written notice to BHA of intention to terminate at least thirty (30) days before the end of the month. After Resident gives notice of termination, Resident shall pay rent until the Unit is vacated, or through the end of the month in which the notice is given, whichever occurs last. If BHA rents the Unit before the end of the month for which rent is to be paid, Resident's obligation to pay rent shall end when a new Resident begins paying rent. In the event Resident fails to give timely notice, Resident shall be liable for Rent for thirty (30) days from the day Resident gives notice or BHA learns that Resident has moved out.
- b. BHA may terminate this Lease in accordance with HUD regulations, BHA policies, State and local law as follows:
 - i. **Notice of Eviction** - BHA shall give Resident fourteen (14) calendar days written notice of BHA's intention to terminate the Lease for failure to pay Rent. In the event Resident commits a nuisance or waste on the Premises, or is involved in serious or repeated breaches, including but not limited to criminal and/or drug related activity as described below, BHA may:
 - a. Give Resident a three (3) day notice, or a notice of a longer period of time depending on the seriousness of the criminal activity including the nature of the threat to the health or safety of other residents or BHA employees.
 - b. For breaches that do not involve criminal activity or a threat to the health or safety of other residents or BHA employees, BHA will take the following steps before issuing the notice to terminate:
 - i. Provide a verbal warning addressing issue with notes to the resident file and a copy to the case manager.
 - ii. Provide a letter to the Resident addressing issue with a copy to the file and case manager.
 - iii. Provide up to four written 10-day notices in a twelve-month period related to the issue with copies to the file and the case manager.
 - iv. If the issue isn't resolved with these steps, BHA will move forward with the notice to terminate the Lease.

When BHA terminates this Lease for any other violation of the Lease, other than nuisance, waste, criminal activity or non-payment of Rent, BHA shall provide not less than sixty (60) days written notice. If Resident had a lease with BHA within the twelve (12) months prior to signing this Lease, BHA may base evictions on any violations that occurred within the previous twelve months, whether during the term of this Lease or the previous lease. BHA will give written notice of 14 calendar days for nonpayment of rent. For all other lease terminations BHA will give 60 days' written notice unless a shorter time period is allowed by Washington State Residential Landlord Tenant Act.

- ii. **Abandonment** - The Unit and the Premises shall be considered abandoned if Resident is delinquent in rent and has indicated by words or actions an intention to discontinue living in the Unit. Resident shall be liable to BHA for the costs and expenses incurred in removing Resident's property from the Unit and the Premises, for storing the property and for any costs that BHA incurs in disposing of the property. If personal property left by Resident is stored, BHA Shall mail a written notice to Resident at Resident's last known address advising that the property will be disposed of in the manner provided by law unless claimed by Resident within 45 days of the notice.
- iii. **Death** - Upon the death of Resident, this Lease shall terminate. Resident's estate shall be liable for any unpaid Rent and other charges accrued until Resident's property is claimed and removed from the Premises or from storage. Resident is encouraged to provide BHA with instructions regarding a person or persons that BHA can contact who should be granted access to Resident's Unit in the event of Resident's incapacity or death, on their Emergency Contact Sheet. If no one is authorized to remove Resident's belongings or if the person authorized cannot be reached after reasonable efforts, BHA Shall dispose of the property.
- iv. **Serious or Repeated Breaches** -
 - i. This Lease will be terminated immediately by BHA if Resident is, or at any time has been, convicted of the manufacture or production of methamphetamine in any federally assisted housing or has been convicted and is required to register as a lifetime sex offender.
 - ii. This Lease may, at BHA's sole discretion, be terminated for the following:
 - 1. Any drug-related criminal activity engaged in on the Premises by Resident;

2. Use of illegal drugs by Resident on the Premises;
3. Any criminal activity by Resident, guest or other person under Resident's control that threatens the health, safety or right to peaceful enjoyment of the Premises by any resident(s), or that threatens the health, safety or right to peaceful enjoyment of other persons residing in the immediate vicinity of the Premises, or creates, permits or maintains a nuisance and/or waste in the unit or on and about the Premises;
4. Failure to pay Rent or other charges when due in compliance with Washington state law;
5. Failure to comply with any material term of this Lease; any amendment or addendum to this Lease; or with the Community Rules attached hereto;
6. Any dangerous or destructive conduct by Resident or guests;
7. Any conduct that threatens other residents, the guests of other residents, employees or agents of BHA, or other persons on BHA property;
8. Any conduct that unreasonably interferes with the quiet enjoyment of other residents;
9. Any behavior, including behavior resulting from drug or alcohol abuse, that adversely affects the health, safety, or the right to peaceful enjoyment of any resident(s) or guest(s), or that adversely affects the health, safety or welfare of BHA employees, agents or invitees;
10. Subletting the Premises, assigning the Lease or allowing unauthorized person(s) to reside on the Premises or any portion thereof;
11. Any actions of Resident or guests that causes a fire or other damage in the Unit or on the Premises or on other BHA property.
 - a. No paints, oils, gasoline or any flammable material or environmentally hazardous materials will be permitted in the apartments.

V. **Costs and Attorney's Fees** - The prevailing party in any legal action or incident to the tenancy shall be entitled to reasonable costs and attorneys' fees or attorney's fees as provided by Washington state law.

13. **Termination of Housing Assistance** - This Lease may be terminated by BHA upon the termination of Resident's low-income housing rent subsidy as described below.

- a. **Notice of Termination** - Notices of termination shall state the basis for the termination and shall summarize
 - I. Resident's right to respond to the notice;
 - II. Resident's right to examine BHA documents related to the termination;
 - III. Resident has a right to a grievance hearing according to the BHA grievance procedure in effect at the time the notice of termination is given.
- b. **Payments following Termination of Tenancy** - Whenever BHA gives Resident a notice of termination of tenancy, Resident shall continue to pay rent when due as long as Resident occupies the Premises, including the period of time for any legal action or procedure. Failure to make such payments shall constitute a breach of this Lease for which Resident may be evicted. BHA may accept rent payments in these circumstances without waiving its right to terminate the Lease or evict Resident. If the Lease is terminated for nonpayment of Rent, acceptance of partial payments by BHA shall not constitute a waiver of BHA's right to proceed with the eviction and terminate the tenancy.
- c. **Grievance Hearings** - Upon request, Resident shall be granted a grievance hearing to contest a proposed tenancy termination.

14. TERMINATION OF HOUSING SUBSIDY

Termination of Resident's tenancy shall also terminate the Resident's housing subsidy. Resident's failure to complete any required recertification for a housing subsidy will result in the automatic termination of Resident's rent subsidy and Resident will be charged the full market rent (Unit Rent) for the Unit effective the first day of the month following termination of the rent subsidy. In addition, the Resident may be subject to eviction in accordance with Section 12.

15. MISREPRESENTATION/FRAUD

Any misrepresentation or fraud by Resident related to this Lease or tenancy, or in connection with any other federal housing assistance program shall be grounds for termination of this Lease and/or Resident's low income housing subsidy. Any misrepresentation or fraud by Resident will also subject Resident to both civil and criminal prosecution that may include restitution, criminal fines and imprisonment. Deliberate misrepresentation includes, but is not limited to knowingly or recklessly providing any false information or statement or knowingly failing to provide information or report changes in family income or in a timely manner and/or any deliberate act or omission that is done to receive benefits or services to which the Resident is not entitled. Fraud includes any deliberate misrepresentation by Resident during the application and income review process, or during the Resident's

tenancy.

16. ADMONISHMENTS

To ensure the safety of residents and Resident's guests and employees, BHA expressly reserves the right to exclude and/or admonish non-residents from the Premises, including all grounds, common areas, parking areas and hallways. Neither Resident nor Resident's guests may invite or allow anyone, who has been excluded from BHA property or for whom a trespass admonishment is in effect, onto the Premises for any reason. Any Resident who invites or allows any family member, guest or invitee onto the Premises, who has been excluded or admonished from the Premises, shall be in violation of this lease and subject to eviction.

17. INSPECTION

After service of lawful notice, Resident shall make the Unit available for inspection by BHA, HUD or other government entity, and by any person or entity that has an ownership interest in the Premises.

- a. **Vacate** - When Resident vacates the Unit, BHA will inspect the Unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or Resident's representative may join in the inspection. Any property left by Resident in the Unit or on the Premises shall be stored and/or disposed of in accordance with law at the expense of the resident.

18. RULES, REGULATIONS AND MODIFICATIONS

Rules, regulations, schedules of charges for special services, repairs, maintenance and other costs identified in this Lease are incorporated herein by reference in their entirety and made a part of this Lease and are available for inspection in the Management Office during normal business hours. These Terms and Conditions of Occupancy, the Community Rules and regulations, schedules of charges for special services, repairs, maintenance and other costs may be modified or amended from time to time. BHA shall provide Resident written notice of, and an opportunity to comment upon, any substantial modifications or amendments to any of the foregoing at least thirty (30) days before their effective date.

19. LIABILITY

BHA shall not be liable for any loss, expense or damage to any person or property except as caused by the negligence of BHA's employees or agents or invitees. Resident shall pay, or reimburse BHA, for any cost incurred by BHA arising from any act or neglect of Resident, guests, invitees or agents.

20. NON-DISCRIMINATION

BHA agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status or disability.

EXHIBIT B



600 Park Avenue
 Bremerton WA 98337
 (p) 360-616-7241
 (f) 360-616-2811
 www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton

Tenant: Roberta

Address/Unit #: 312

Date and Time of Incident: 3:00 pm 7/21/22

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) 312 was told 3 times today to stop coming to the lobby without a shirt. Numerous complaints from residents. Then he was walking all 4 floors of the building screaming & making intimidating statements & gestures. Female residents were hiding in our office and another male resident left to sleep outside where he felt he was safer.

Did you call 911?:

If yes, please describe what took place: (was there a case number given) Police showed up spoke to him less than 10 minutes & said he would be fine. to case if he acts up again

Were there any witnesses?

Witness Information (name address and phone number)

Name	Address	Phone #

Witness Statement: _____

Tenant Signature _____

Date 7/21/22

Witness Signature _____

Date _____

Date/Time Received by Property Manager: _____



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
 Equal Opportunity Employer.
 If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 816-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



EXHIBIT C

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10-DAY NOTICE TO COMPLY OR VACATE

24 CFR § 982.551(e); RCW 59.18.650(2)(b)

Low Income Tax Credit

TO: Kaleinainoa Asentista

AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:

5454 Kitsap Way #312

Bremerton, WA 98312

Kitsap County

YOU ARE HEREBY NOTIFIED under RCW 59.18.650(2)(b), that the tenancy of the premises set forth above will be terminated as of August 5, 2022 (10 days) unless you remediate the following substantial breach of a material term subscribed to you in your rental agreement.

You agreed to the following term(s) in your rental agreement: : Lease Agreement Terms & Conditions of Occupancy under the following sections:

Lease:

8. RESIDENT RESPONSIBILITIES

In addition to other obligations in this Lease, Resident and Resident's guest(s) and invitees are obligated to:

- a. Cooperate with BHA in its efforts to provide a safe, secure and sanitary living environment for all residents, which includes, but is not limited to, presenting photo identification upon request to security or management personnel when entering the Premises or the common areas, reporting unsafe or unsanitary conditions on the Premises, refraining from acting or speaking in an abusive or threatening manner toward neighbors, guests and employees;

- f. Not permit a nuisance or waste;

COMMUNITY RULES

COMMON AREAS:

- Pendleton Place staff controls all common areas.

1 **DISCRIMINATORY & THREATENING BEHAVIOR:**

- 2 • BHA has a zero-tolerance policy toward discriminatory and threatening behavior. Expressions and action
3 of prejudice and disrespect toward or about persons based on issues of race, ethnic background, religion
4 age, disability, gender, or sexual orientation are strictly prohibited. In addition, any threatening actions or
5 words by the Resident toward management or toward other residents are strictly prohibited. Any
6 incidence of discriminatory and/or threatening behavior toward staff or management will be cause for
7 immediate termination of the lease.

8 **The following breach has occurred: Management received a report of an incident that**
9 **occurred on 07/21/2022 at approximately 3:00 PM as follows:**

- 10 A. **When Kitsap Mental Health staff witnessed you screaming down the hallways and making intimidating**
11 **gestures, stances and yelling that made residents and staff feel threatened and the Bremerton Police**
12 **Department were called.**

13 **To comply with this notice:**

- 14 1. **You must comply with Pendleton Place staff instructions in the common areas and**
15 **not make intimidating gestures, stances or statements toward staff and residents.**

16 **If you do not comply with these conditions on or before the date set above, an eviction**
17 **proceeding may be initiated to dispossess you of said premises.**

18 **Under State law you are hereby notified of your legal rights as follow:**

19 State law provides you with the right to legal representation and the court may be able to appoint a
20 lawyer to represent you without cost to you if you are a qualifying low-income renter. If you believe
21 you are a qualifying low-income renter and would like an attorney appointed to represent you, please
22 contact the Eviction Defense Screening Line at 855-657-8387 or apply online at
23 <https://36nwjustice.org/apply-online>. For additional resources, call 2-1-1 or the Northwest Justice
24 Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15
25

1 p.m., or (888) 387-7111 for seniors (age 60 and over). Alternatively, you may find additional
2 information to help you at <http://www.washingtonlawhelp.org>.

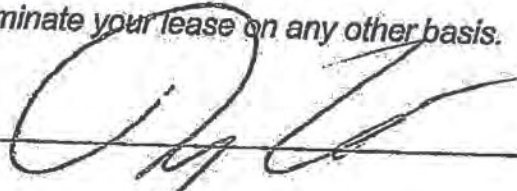
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4 **Under applicable HUD Regulations you are hereby notified of your legal rights as follows:**

- 5 1. You have the right to make such reply as you may wish.
- 6 2. You have the right to defend this action in a court of law.
- 7 3. You have the right to examine BHA documents directly relevant to the termination or eviction.
8 Such documents are available at the address listed below.
- 9 4. You have 10 days to discuss this termination with the landlord through an informal
10 grievance process. The 10-day period begins on the date this notice is delivered to you.
- 11 5. You have the right to examine documents related to this matter, and a right to a formal
12 grievance hearing. If you request a grievance hearing, your lease cannot terminate until the
13 grievance process has been completed. You may request a grievance hearing by
14 contacting the Agent at the address or phone below.
- 15 6. Persons with disabilities have the right to request reasonable accommodations to
16 participate in the hearing process
- 17 7. If the lease violation(s) detailed herein is/are the result of domestic violence, dating
18 violence, sexual assault or stalking, we want to ensure that you understand your
19 protections under the Violence Against Women Act (VAWA). VAWA protections are not
20 only available to women but are available equally to all individuals regardless of sex,
21 gender identity, or sexual orientation. HUD's Notice of Occupancy Rights under VAWA
22 (form HUD-15380) and HUD's Certification of Domestic Violence, Dating Violence, Sexual
23 Assault or Stalking and Alternate Documentation (form HUD-5382) are attached to this
24 notice. If this is applicable to you and you wish to exercise your rights under VAWA, you
25 may do so by completing and submitting the Certification for (or other form of Alternate
Documentation as specified in the Notice and Certification for) so it is received in the
management office no later than 14 business days from the date of your receipt of this
notice.

*If the term of your rental agreement has not expired, you will also be liable for rent for the
balance of the rental term and other costs as provided by law. Nothing in this notice waives the right*

1 of Bremerton Housing Authority to terminate your lease on any other basis.

2
3 DATED: July 22, 2022



4 Landlord: Bremerton Housing Authority

AGENT: Tony Cables

5 Address: 600 Park Ave

Pendleton Place

6 Bremerton, WA 98337

5454 Kitsap Way

7 Phone # (360) 379-4329

Bremerton, WA 98312

360-373-5031 ext. 6207

8
9
10
11 This notice was served on: July 22, 2022 by: _____ a) personally delivering same to the
12 person(s) named above, and/or b) posting a copy of said notice conspicuously on the
13 premises and placing a copy addressed to the above-named person(s) in the U.S. Mail. Check
14 one or both.
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1 **10-DAY NOTICE TO COMPLY OR VACATE**

2 **24 CFR § 982.551(e); RCW 59.18.650(2)(b)**

3 **Low Income Tax Credit**

4
5
6 **TO: Kaleinainoa Asentista**

7 **AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:**

8 **5454 Kitsap Way #312**

9 **Bremerton, WA 98312**

10 **Kitsap County**

11
12 **YOU ARE HEREBY NOTIFIED under RCW 59.18.650(2)(b)), that the tenancy of the**
13 **premises set forth above will be terminated as of August 5, 2022 (10**
14 **days) unless you remediate the following substantial breach of a material term subscribed to**
15 **you in your rental agreement.**

16 **You agreed to the following term(s) in your rental agreement: : Lease Agreement Terms &**
17 **Conditions of Occupancy under the following sections:**

18 **Lease:**

19 **8. RESIDENT RESPONSIBILITIES**

20 **In addition to other obligations in this Lease, Resident and Resident's guest(s) and Invitees are obligated to:**

- 21 a. Cooperate with BHA in its efforts to provide a safe, secure and sanitary living environment for all residents, which includes, but is not limited to, presenting photo identification upon request to security or management personnel when entering the Premises or the common areas, reporting unsafe or unsanitary conditions on the Premises, refraining from acting or speaking in an abusive or threatening manner toward neighbors, guests and employees;

- 22 l. Not permit a nuisance or waste;

23
24 **COMMUNITY RULES**

25 **COMMON AREAS:**

- Pendleton Place staff controls all common areas.

1 ***The following breach has occurred: Management received a report of an incident that***
2 ***occurred on 07/21/2022 at approximately 3:00 PM as follows:***

3 ***A. When Kitsap Mental Health staff witnessed you not wearing a shirt in the common area and instructed***
4 ***you to do so each time.***

5 ***To comply with this notice:***

- 6 ***1. You must comply with Pendleton Place staff instructions in the common areas and***
7 ***be dressed appropriately .***

8
9 ***If you do not comply with these conditions on or before the date set above, an eviction***
10 ***proceeding may be initiated to dispossess you of said premises.***

11
12 ***Under State law you are hereby notified of your legal rights as follow:***

13 State law provides you with the right to legal representation and the court may be able to appoint a
14 lawyer to represent you without cost to you if you are a qualifying low-income renter. If you believe
15 you are a qualifying low-income renter and would like an attorney appointed to represent you, please
16 contact the Eviction Defense Screening Line at 855-657-8387 or apply online at
17 <https://36nwjustice.org/apply-online>. For additional resources, call 2-1-1 or the Northwest Justice
18 Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15
19 p.m., or (888) 387-7111 for seniors (age 60 and over). Alternatively, you may find additional
20 information to help you at <http://www.washingtonlawhelp.org>.

21
22 ***Under applicable HUD Regulations you are hereby notified of your legal rights as follows:***

- 23 ***1. You have the right to make such reply as you may wish.***
24 ***2. You have the right to defend this action in a court of law.***
25 ***3. You have the right to examine BHA documents directly relevant to the termination or eviction.***
Such documents are available at the address listed below.
4. You have 10 days to discuss this termination with the landlord through an informal

- 1 grievance process. The 10-day period begins on the date this notice is delivered to you.
- 2 5. You have the right to examine documents related to this matter, and a right to a formal
- 3 grievance hearing. If you request a grievance hearing, your lease cannot terminate until the
- 4 grievance process has been completed. You may request a grievance hearing by
- 5 contacting the Agent at the address or phone below.
- 6 6. Persons with disabilities have the right to request reasonable accommodations to
- 7 participate in the hearing process
- 8 7. If the lease violation(s) detailed herein is/are the result of domestic violence, dating
- 9 violence, sexual assault or stalking, we want to ensure that you understand your
- 10 protections under the Violence Against Women Act (VAWA). VAWA protections are not
- 11 only available to women but are available equally to all individuals regardless of sex,
- 12 gender identity, or sexual orientation. HUD's Notice of Occupancy Rights under VAWA
- 13 (form HUD-15380) and HUD's Certification of Domestic Violence, Dating Violence, Sexual
- 14 Assault or Stalking and Alternate Documentation (form HUD-5382) are attached to this
- 15 notice. If this is applicable to you and you wish to exercise your rights under VAWA, you
- 16 may do so by completing and submitting the Certification for (or other form of Alternate
- 17 Documentation as specified in the Notice and Certification for) so it is received in the
- 18 management office no later than 14 business days from the date of your receipt of this
- 19 notice.

20 *If the term of your rental agreement has not expired, you will also be liable for rent for the*

21 *balance of the rental term and other costs as provided by law. Nothing in this notice waives the right*

22 *of Bremerton Housing Authority to terminate your lease on any other basis.*

23 DATED: July 22, 2022

24 Landlord: Bremerton Housing Authority

25 Address: 600 Park Ave

Bremerton, WA 98337

Phone # (360) 379-4329

AGENT: Tony Cables

Pendleton Place

5454 Kitsap Way

Bremerton, WA 98312

360-373-5031 ext. 6207

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This notice was served on: July 22, 2022 by: _____ a) personally delivering same to the person(s) named above, and/or b) posting a copy of said notice conspicuously on the premises and placing a copy addressed to the above-named person(s) in the U.S. Mail. Check one or both.

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10-DAY NOTICE TO COMPLY OR VACATE

24 CFR § 982.551(e); RCW 59.18.650(2)(b)

Low Income Tax Credit

TO: Kaleinainoa Asentista

AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:

5454 Kitsap Way #312

Bremerton, WA 98312

Kitsap County

YOU ARE HEREBY NOTIFIED under RCW 59.18.650(2)(b)), that the tenancy of the premises set forth above will be terminated as of August 5, 2022 (10 days) unless you remediate the following substantial breach of a material term subscribed to you in your rental agreement.

You agreed to the following term(s) in your rental agreement: : Lease Agreement Terms & Conditions of Occupancy under the following sections:

Lease:

8. RESIDENT RESPONSIBILITIES

In addition to other obligations in this Lease, Resident and Resident's guest(s) and invitees are obligated to:

- a. Cooperate with BHA in its efforts to provide a safe, secure and sanitary living environment for all residents, which includes, but is not limited to, presenting photo identification upon request to security or management personnel when entering the Premises or the common areas, reporting unsafe or unsanitary conditions on the Premises, refraining from acting or speaking in an abusive or threatening manner toward neighbors, guests and employees;

- l. Not permit a nuisance or waste;

COMMUNITY RULES

DISCRIMINATORY & THREATENING BEHAVIOR:

- 1
- BHA has a zero-tolerance policy toward discriminatory and threatening behavior. Expressions and actions of prejudice and disrespect toward or about persons based on issues of race, ethnic background, religion, age, disability, gender, or sexual orientation are strictly prohibited. In addition, any threatening actions or words by the Resident toward management or toward other residents are strictly prohibited. Any incidence of discriminatory and/or threatening behavior toward staff or management will be cause for immediate termination of the lease.

2

3

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6 ***The following breach has occurred: Management received a report of an incident that***

7 ***occurred on 07/22/2022 at approximately 7:30 AM as follows:***

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- A. ***It was reported to Kitsap Mental Health staff that with your door open you told another resident, "I'm going to skip you, come on and do it." And then began following the resident down the hallway.***

To comply with this notice:

1. ***You must comply with Pendleton Place lease and rules and not make intimidating gestures, stances or statements toward residents.***

If you do not comply with these conditions on or before the date set above, an eviction proceeding may be initiated to dispossess you of said premises.

Under State law you are hereby notified of your legal rights as follow:

State law provides you with the right to legal representation and the court may be able to appoint a lawyer to represent you without cost to you if you are a qualifying low-income renter. If you believe you are a qualifying low-income renter and would like an attorney appointed to represent you, please contact the Eviction Defense Screening Line at 855-657-8387 or apply online at <https://36nwjustice.org/apply-online>. For additional resources, call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). Alternatively, you may find additional information to help you at <http://www.washingtonlawhelp.org>.

1 **Under applicable HUD Regulations you are hereby notified of your legal rights as follows:**

- 2 1. You have the right to make such reply as you may wish.
- 3 2. You have the right to defend this action in a court of law.
- 4 3. You have the right to examine BHA documents directly relevant to the termination or eviction.
5 Such documents are available at the address listed below.
- 6 4. You have 10 days to discuss this termination with the landlord through an informal
7 grievance process. The 10-day period begins on the date this notice is delivered to you.
- 8 5. You have the right to examine documents related to this matter, and a right to a formal
9 grievance hearing. If you request a grievance hearing, your lease cannot terminate until the
10 grievance process has been completed. You may request a grievance hearing by
11 contacting the Agent at the address or phone below.
- 12 6. Persons with disabilities have the right to request reasonable accommodations to
13 participate in the hearing process
- 14 7. If the lease violation(s) detailed herein is/are the result of domestic violence, dating
15 violence, sexual assault or stalking, we want to ensure that you understand your
16 protections under the Violence Against Women Act (VAWA). VAWA protections are not
17 only available to women but are available equally to all individuals regardless of sex,
18 gender identity, or sexual orientation. HUD's Notice of Occupancy Rights under VAWA
19 (form HUD-15380) and HUD's Certification of Domestic Violence, Dating Violence, Sexual
20 Assault or Stalking and Alternate Documentation (form HUD-5382) are attached to this
21 notice. If this is applicable to you and you wish to exercise your rights under VAWA, you
22 may do so by completing and submitting the Certification for (or other form of Alternate
23 Documentation as specified in the Notice and Certification for) so it is received in the
24 management office no later than 14 business days from the date of your receipt of this
25 notice.

If the term of your rental agreement has not expired, you will also be liable for rent for the balance of the rental term and other costs as provided by law. Nothing in this notice waives the right of Bremerton Housing Authority to terminate your lease on any other basis.

DATED: July 22, 2022



1 Landlord: Bremerton Housing Authority

AGENT: Tony Cables

2 Address: 600 Park Ave

Pendleton Place

3 Bremerton, WA 98337

5454 Kitsap Way

4 Phone # (360) 379-4329

Bremerton, WA 98312

360-373-5031 ext. 6207

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8 This notice was served on: July 22, 2022 by: _____ a) personally delivering same to the
9 person(s) named above, and/or b) posting a copy of said notice conspicuously on the
10 premises and placing a copy addressed to the above-named person(s) in the U.S. Mail. Check
11 one or both.
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EXHIBIT D

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

Tenant: KALEI NAHUA ASENTISTA

Address/Unit #: # 312

Date and Time of Incident: 7/31/22 @ 11:20P

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) KALEI sat near MICHAEL COLCORD in the lobby. He demanded Michael's attention, and Michael said he didn't want to talk. Kalei began to demand Michael's phone, and Michael refused. Kalei became loud and left, headed to his unit. He returned and continued focusing on Michael. He went outside to yell, with Security Officers following to attempt deescalation.

Did you call 911?:

If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?

Witness Information (name address and phone number)

Name	Address	Phone #

Witness Statement: _____

[Signature]
Tenant Signature STAFF ARIE ROSE

7/31/22
Date

Witness Signature _____

Date _____

Date/Time Received by Property Manager: 8/22/22 7:30 AM



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
Equal Opportunity Employer.

If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



BARRIER FREE

EXHIBIT E



600 Park Avenue
Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

Tenant: Kala

Address/Unit #: 312

Date and Time of Incident: 8/6 @ 3:00 am

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) #307 was going into his room & his guest was waiting & standing by the door. #312 thought the guest was standing outside his door & saying #312 began yelling about the guest standing outside his door & saying that what was happening here (Pendleton) was not okay. This writer (Tori) spoke with #312 to try & de-escalate him & get him to discuss his concerns at a lower volume as it was early & residents were sleeping. #312 eventually agreed & said he was fine & would leave a message for his

Did you call 911? core coordinator.
If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?

Witness Information (name address and phone number)
Harrison Security Officer on Duty
Name Address Phone #

Witness Statement: _____

[Signature]
Tenant Signature

8/6/2022
Date

[Signature]
Witness Signature

Date

Date/Time Received by Property Manager: 8/8/22 8:30 AM



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
Equal Opportunity Employer.

If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



BARRIER FREE

EXHIBIT F



800 Park Avenue
Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

Tenant: Michael Colcord

Address/Unit #: 114

Date and Time of Incident: 8/13/22 11:20pm

Location of Incident (Including unit #(s)) outside unit 114

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Kalei was sitting outside of my room and yelling on the phone. I told him to "shut up". Kalei then verbally assaulted me by saying "I'm gonna beat your ass, knock out your teeth," calling me a "faggot," etc.

Did you call 911? No

If yes, please describe what took place: (was there a case number given)

Were there any witnesses?

Witness Information (name address and phone number)

Natalie Kostecka (staff)

Name

Address

Phone #

Witness Statement: I (Natalie) heard Kalei making verbally aggressive threats towards Michael while I was descending him.

Michael Colcord

Tenant Signature

resident witness to remain anonymous

8/13/22

Date

Natalie Kostecka

Witness Signature

Natalie Kostecka
Unit Staff

8/13/22

Date

Date/Time Received by Property Manager: 8/15/22 8:30 AM



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
Equal Opportunity Employer.

If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



BARRIER FREE

Kalei was calling Michael a "faggot" and shouted at him to come outside and fight.



600 Park Avenue
 Bremerton WA 98337
 (p) 360-616-7241
 (f) 360-616-2811
 www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

Tenant: Kalei-Nainoa Asentista

Address/Unit #: #312

Date and Time of Incident: 8/13/22

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name)

Resident Kalei was outside on his phone during quiet hours. He was so loud, another resident shouted at him to "shut up." Kalei began to yell louder and made threats towards the resident in the window. The resident in the window called the lobby three times to report Kalei's threats towards his life and safety. Another resident also called

Did you call 911? the lobby to complain about Kalei's screaming
 If yes, please describe what took place (was there a case number given) cont. on back

Were there any witnesses?

Witness Information (name address and phone number)

Name	Address	Phone #

Witness Statement: _____

ARTE ROSE
 Tenant Signature - Staff KMH sk PF

8/13/22
 Date

Witness Signature _____

Date _____

Date/Time Received by Property Manager: 8/15/22 8:30AM



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
 Equal Opportunity Employer.
 If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



The Resident in the window then came down to the lobby, picked up a complaint form, and then went into one of the offices w/ Staff Natalie Kostecha. He spoke w/ Staff about the incident and said he did not like his life being threatened twice by the same guy. Kalli came down to the lobby and laid down on the couch briefly. When the Resident from the window finished his talk w/ Natalie, he went to his unit. Kalli then left shortly thereafter.



600 Park Avenue
Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton

Tenant: Salomon Beshorro

Address/Unit #: 115

Date and Time of Incident: 8/13/2022 - 8/14/2022

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name)

was overhearing # 312 outside screaming at another resident. Taunting to make unknown resident come outside so they could fight. Under my stress I hit the case button to summon staff for help.

Did you call 911?

If yes, please describe what took place: (was there a case number given)

Were there any witnesses?

Witness Information (name address and phone number)

Name	Address	Phone #
Witness Statement: _____		

[Signature]

Tenant Signature

Resident wishes to remain anonymous

Date 8/16/2022

Witness Signature

Date

Date/Time Received by Property Manager: 8/16/22 8 AM



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
Equal Opportunity Employer.

If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



BARRIER FREE

EXHIBIT G



600 Park Avenue
 Bremerton WA 98337
 (p) 360-616-7241
 (f) 360-616-2811
 www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place
 Tenant: Michael Colcord
 Address/Unit #: 114
 Date and Time of Incident: 8/14/22 8:20 am

Location of Incident (Including unit #(s)) 114
 Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Kala was outside my room this morning threatening me. He demanded that I "bring my ass out and fight" and yelled through my window specifically to wake me up. He also banged on my window and called me a "faggot."

Did you call 911?:
 If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?
 Witness Information (name address and phone number)

Name	Address	Phone #
------	---------	---------

Witness Statement: _____

Tenant Signature: Michael Colcord Date: 8/14/22
resident

Witness Signature: _____ Date: _____
wishes to remain anonymous

Date/Time Received by Property Manager: 8/15/22 9:50 AM



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
 Equal Opportunity Employer.

If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.





600 Park Avenue
 Bremerton WA 98337
 (p) 360-616-7241
 (f) 360-616-2811
 www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

RE: 312

Tenant: Kenneth Gerermann

112 does not want
 follow up 8/16/22

Address/Unit #: 5454 Kitsap way #112, Bremerton, WA 98383

Date and Time of Incident: 8/14/22 ~ 9pm

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) "I've met this person at Benedicts House, and he threatened me (to tear my legs off, to kill me.) Now, here he's doing it again. I'm now afraid to go outside" stated his preferred outcome/solution would be: "To get him out of Pendleton"

Did you call 911?:

If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?

Witness Information (name address and phone number)

Name	Address	Phone #
------	---------	---------

Witness Statement: _____

Kenneth Gerermann
 Tenant Signature

8/14/22
 Date

Resident wishes to remain anonymous
 Witness Signature

 Date

Date/Time Received by Property Manager: 8/15/22 8:30 AM



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
 Equal Opportunity Employer.

If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



Kitsap Mental Health Services
Client Grievance Reporting Form

Date Grievance Filed: 8/14/22 Received by: _____

Name of Person Filing Grievance: Kenneth Germann

Client's Name: Kenneth Germann Phone # _____

Address: 5854 Kitsap Way

Do you have help or representation during this process? If so, please let us know the

Designated Advocate/Representative's Name: Bre

Address: _____ Phone # _____

Please describe your grievance (be as specific as possible -- use additional paper if necessary):

I've met this person at Benedict's House, and he threatened me, (to tear my legs off, to kill me.) Now, here he's doing it again. I'm now afraid to go outside

What solution/outcome would you prefer? To get him out of Pendleton

Kenneth Germann
Client/Complainant's Signature

8/14/22
Date



BREMERTON HOUSING AUTHORITY

600 Park Avenue
Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

Tenant: Natalie Kosticka

Address/Unit #: Staff

Date and Time of Incident: 8/14/22 5:00

Location of Incident (Including unit #(s)) outside 312

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Security and I went to check on Kale after he was reported to be screaming in his apartment. When I knocked, I heard him scream, "What the fuck do you want?" I announced myself and he shouted, "Leave!" He was then heard making more homicidal statements to himself.

Did you call 911?:

If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?

Witness Information (name address and phone number)

Name Address Phone #

Witness Statement: Nicholas Eubanks Security Officer

Tenant Signature Natalie Kosticka
Natalie Kosticka
KMH Staff

8/14/22
Date

Witness Signature _____ Date _____

Date/Time Received by Property Manager: 8/15/22 8:30 AM



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs. Equal Opportunity Employer.

If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



BARRIER FREE

A resident mentioned to me that 312 was yelling. Natalie & I went to check on the resident in 312. The resident asked us after knocking and asking if they were okay "What the fuck do you want?" We said we were just checking on him and if he was okay. He responded "Leave", to which we did.

Nicholas Eubanks



EXHIBIT H



RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place
Tenant: Natalie Kosticka
Address/Unit #: 312
Date and Time of Incident: 8/18/22 3 AM

Location of Incident (Including unit #(s)) 312
Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Katei was heard blasting his music in his room and shouting to himself. This woke up two other residents. When asked to lower his volume, Katei complied.

Did you call 911?:
If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?
Witness Information (name address and phone number)
Security
Name Address Phone #

Witness Statement: attached

Natalie Kosticka
Tenant Signature Date 8/18/22
[Signature] Natalie Kosticka
Witness Signature KM + Staff Date 8/18/2022

Date/Time Received by Property Manager: 8/18/22 8 AM



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
Equal Opportunity Employer.

If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



EXHIBIT I

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10-DAY NOTICE TO COMPLY OR VACATE

24 CFR § 982.551(e); RCW 59.18.650(2)(b)

Low Income Tax Credit

TO: Kaleinainoa Asentista

AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:

5454 Kitsap Way #312

Bremerton, WA 98312

Kitsap County

YOU ARE HEREBY NOTIFIED under RCW 59.18.650(2)(b)), that the tenancy of the premises set forth above will be terminated as of August 29, 2022 (10 days) unless you remediate the following substantial breach of a material term subscribed to you in your rental agreement.

You agreed to the following term(s) in your rental agreement: : Lease Agreement Terms & Conditions of Occupancy under the following sections:

Lease:

8. RESIDENT RESPONSIBILITIES

In addition to other obligations in this Lease, Resident and Resident's guest(s) and invitees are obligated to:

a. Cooperate with BHA in its efforts to provide a safe, secure and sanitary living environment for all residents, which includes, but is not limited to, presenting photo identification upon request to security or management personnel when entering the Premises or the common areas, reporting unsafe or unsanitary conditions on the Premises, refraining from acting or speaking in an abusive or threatening manner toward neighbors, guests and employees;

l. Not permit a nuisance or waste;

COMMUNITY RULES

COMMON AREAS:

- Pendleton Place staff controls all common areas.

1 **DISCRIMINATORY & THREATENING BEHAVIOR:**

- 2 • BHA has a zero-tolerance policy toward discriminatory and threatening behavior. Expressions and actions
3 of prejudice and disrespect toward or about persons based on issues of race, ethnic background, religion
4 age, disability, gender, or sexual orientation are strictly prohibited. In addition, any threatening actions or
5 words by the Resident toward management or toward other residents are strictly prohibited. Any
6 incidence of discriminatory and/or threatening behavior toward staff or management will be cause for
7 immediate termination of the lease.

8 ***The following breach has occurred: Management received reports of incidents that occurred***
9 ***on 08/13/2022, 8/14/22, and 8/19/22 follows:***

- 10 A. ***When Kitsap Mental Health staff member Arte Rose witnessed you outside during quiet hours yelling***
11 ***threats towards a resident in their window on 8/13/22.***
- 12 B. ***Kitsap Mental Health staff member Natalie Kostecka and Security Officer Nicholas Eubanks witnessed you***
13 ***screaming from your room and making threats to other residents and yourself on 8/14/22.***
- 14 C. ***Kitsap Mental Health staff member Lisa Cowan and Security Officer Harrison Hunt heard you from the***
15 ***front desk yelling from your unit with the door open threats.***

16 ***To comply with this notice:***

- 17 1. ***You must comply with Pendleton Place staff instructions in the common areas and***
18 ***not make intimidating gestures, stances or statements toward staff and residents.***
- 19 2. ***You must keep door closed to unit when not entering or leaving.***
- 20 3. ***You must not make threats or gestures threatening residents, guests or staff.***
- 21 4. ***You must follow quiet time hours of 10:00 PM to 8:00 AM.***

22 ***If you do not comply with these conditions on or before the date set above, an eviction***
23 ***proceeding may be initiated to dispossess you of said premises.***

24 **Under State law you are hereby notified of your legal rights as follow:**

25 State law provides you with the right to legal representation and the court may be able to appoint a
lawyer to represent you without cost to you if you are a qualifying low-income renter. If you believe

1 you are a qualifying low-income renter and would like an attorney appointed to represent you, please
2 contact the Eviction Defense Screening Line at 855-657-8387 or apply online at
3 <https://36nwjustice.org/apply-online>. For additional resources, call 2-1-1 or the Northwest Justice
4 Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15
5 p.m., or (888) 387-7111 for seniors (age 60 and over). Alternatively, you may find additional
6 information to help you at <http://www.washingtonlawhelp.org>.


7
8 **Under applicable HUD Regulations you are hereby notified of your legal rights as follows:**

- 9 1. You have the right to make such reply as you may wish.
- 10 2. You have the right to defend this action in a court of law.
- 11 3. You have the right to examine BHA documents directly relevant to the termination or eviction.
12 Such documents are available at the address listed below.
- 13 4. You have 10 days to discuss this termination with the landlord through an informal
14 grievance process. The 10-day period begins on the date this notice is delivered to you.
- 15 5. You have the right to examine documents related to this matter, and a right to a formal
16 grievance hearing. If you request a grievance hearing, your lease cannot terminate until the
17 grievance process has been completed. You may request a grievance hearing by
18 contacting the Agent at the address or phone below.
- 19 6. Persons with disabilities have the right to request reasonable accommodations to
20 participate in the hearing process
- 21 7. If the lease violation(s) detailed herein is/are the result of domestic violence, dating
22 violence, sexual assault or stalking, we want to ensure that you understand your
23 protections under the Violence Against Women Act (VAWA). VAWA protections are not
24 only available to women but are available equally to all individuals regardless of sex,
25 gender identity, or sexual orientation. HUD's Notice of Occupancy Rights under VAWA
(form HUD-15380) and HUD's Certification of Domestic Violence, Dating Violence, Sexual
Assault or Stalking and Alternate Documentation (form HUD-5382) are attached to this
notice. If this is applicable to you and you wish to exercise your rights under VAWA, you
may do so by completing and submitting the Certification for (or other form of Alternate
Documentation as specified in the Notice and Certification for) so it is received in the

1 management office no later than 14 business days from the date of your receipt of this
2 notice.

3
4 *If the term of your rental agreement has not expired, you will also be liable for rent for the
5 balance of the rental term and other costs as provided by law. Nothing in this notice waives the right
6 of Bremerton Housing Authority to terminate your lease on any other basis.*

7 DATED: August 19, 2022

8  _____

9 Landlord: Bremerton Housing Authority
10 Address: 600 Park Ave
11 Bremerton, WA 98337
12 Phone # (360) 379-4329

AGENT: Tony Cables
Pendleton Place
5454 Kitsap Way
Bremerton, WA 98312
360-373-5031 ext. 6207

13
14
15 This notice was served on: August 19, 2022 by: _____ a) personally delivering same to the
16 person(s) named above, and/or b) posting a copy of said notice conspicuously on the
17 premises and placing a copy addressed to the above-named person(s) in the U.S. Mail. Check
18 one or both.

19
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21
22
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EXHIBIT J



600 Park Avenue

Bremerton WA 98337

(p) 360-616-7241

(f) 360-616-2811

www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

Tenant: Philip Rosebraugh

Address/Unit #: 307

Date and Time of Incident: 8/14/22 12:30pm

Location of Incident (Including unit #(s)) patio

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Kalei was pacing outside my room and banging on my door. While outside, Kalei was hovering around me and Kenneth and shouting aggressively trying to pick a fight with me and Kenneth. I wanted him to stay away from me. I just want to be left alone. He also threw chips on my doorstep and left marks on my door when he was banging.

Did you call 911?

If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?

Witness Information (name address and phone number)

Name	Address	Phone #

Witness Statement: _____

Tenant Signature Philip Rosebraugh
Resident wishes to remain anonymous

Date 8-14-22

Witness Signature _____ Date _____

Date/Time Received by Property Manager: 8/15/22 8:30 AM



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs. Equal Opportunity Employer.
If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



EXHIBIT K



600 Park Avenue
Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton

Tenant: Sandy G. regarding rm 312

Address/Unit #: ✓

Date and Time of Incident: 12:50 AM 8/19

Location of Incident (Including unit #(s))
Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Tenant in 312 had his door to unit open and was yelling. I asked client if he was okay, and explained we could hear him at the front lobby. Asked tenant if we could close his door and if he could talk lower. The door was closed and I left.

Did you call 911?:
If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?
Witness Information (name address and phone number)
Lisa Coram ✓

Name	Address	Phone #
<u>Security Harrison Hunt</u>		

Witness Statement: Heard noises leaving Staff restroom, asked Sandy & S/O Harrison to speak due to previous concerns w/ writer & 71d

<u>[Signature]</u> Tenant Signature	<u>8/19/22</u> Date
<u>[Signature]</u> Employee	<u>8/19/22</u> Date
<u>[Signature]</u> Witness Signature	<u>8/19/22</u> Date

Date/Time Received by Property Manager: 8/19/22 8 AM



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EXHIBIT L

EXHIBIT M



RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place
 Tenant: KALEI-NANOI ASIENTISTA
 Address/Unit #: 312
 Date and Time of Incident: 9/4/22 @ 2:10A

Location of Incident (Including unit #(s)) In Unit

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Staff Arte and Security Harrison went to #312. His music was very loud. After 3 knocks, the volume was lowered. Kalei did not address staff and remained in his room. Staff Arte suspected a cannabis smell was coming through his door. Some time later, the fire alarm was tripped in Room 312. Staff ARTE called the Room...

Did you call 911?: cont. on back
 If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?
 Witness Information (name address and phone number)

Name	Address	Phone #

Witness Statement: _____

Arte
 Tenant Signature Staff ARTE ROSE Date _____
KMH

Witness Signature _____ Date _____

Date/Time Received by Property Manager: 9/6/22 7:30 AM



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...and Kalei began to yell at Staff. Arto told him the fire alarm to his room was activated. He insisted that because he could not hear it, he hadn't set it off. Staff Arto tried to explain that the alarm sounds off in the lobby, but Kalei refused to believe them. He remained argumentative through the call. He insisted he ~~the~~ needed a fire alarm log to prove it. Arto asked Kalei if there was anything that could have tripped it. He said, "No B—, if there was you could fucking hear it." Staff Arto then hung up.



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Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

Tenant: Natalie Kostecká

Address/Unit #: 282

Date and Time of Incident: 9/4/22 @ 10:45pm

Location of Incident (Including unit #(s)) milien
Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Kalei came out onto the milien and accused random residents (Kenneth and Michael C.) of being child molesters. He started raising his voice and was posturing. Kenneth began to cry. Kalei spent time talking to security before returning to his room.

Did you call 911?
If yes, please describe what took place: (was there a case number given)

Were there any witnesses?
Witness Information (name address and phone number)
[Signature]
Name ARTE ROSE Address _____ Phone # _____

Witness Statement: _____

Natalie Kostecká
Tenant Signature KMH staff

9/4/22
Date

Witness Signature _____

Date _____

Date/Time Received by Property Manager: 9/6/22 7:31Am



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EXHIBIT N

Security Action Report, Pendleton Place

Date Incident Occurred: 9/5/2022 Time Incident Occurred: 1547

Date SAR written: 9/5/2022

Time Written: 1622

Officer Name: Nicholas Eubanks

Report:

Who was involved? Kale (312)

Where did it happen? Resident's room

What occurred? Smoke detector was tampered with

What was the outcome? Staff is advised to replace the smoke detector

What was staff's response? Write up and replacement of the smoke detector.

Follow up actions to prevent future incidents? N/A

Describe incident: 1547 the fire alarm in 312's room was going off. There didn't seem to be any smoke in the room and there was no tampering with the smoke detector itself. It was reported by staff (Jared) that it was axe body spray that set off the detector. 911 was called to have them deactivate the alarm as staff was unable to reset the alarm.

1602 BFD arrived on site.

1605 BFD shut off the alarm. BFD reported to staff (Roberta) that it was appeared to be something sprayed into the detector. (Previous report of no tampering was incorrect.)

EXHIBIT O



600 Park Avenue
Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

Tenant: K. Asentista

Address/Unit #: 312

Date and Time of Incident: 9/5/22 2:50 AM

Location of Incident (Including unit #(s)) _____

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name)

Security reports to staff that there is loud music coming from an apartment on the third floor and asks staff to come identify the room number. Writer approaches 312 and confirms the noise. Writer attempts to knock on the door and resident does not answer. After knocking for a few minutes, resident reduces the noise level but still ignored the door and does not open it for staff. Noise level was lower but still not at acceptable level to comply with quiet hours

Was Law enforcement called ?

If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?

Witness Information (name address and phone number)

Harrison (Security) ~~XXXXXXXXXX~~

Name	Address	Phone #
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Witness Statement: _____

Tenant Signature Tarri Carlson KMH Date _____

Witness Signature Jami Court Date 9/5/22

Date/Time Received by Property Manager: 9/5/22 7:30 AM



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Equal Opportunity Employer.
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RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Rendlehan

Tenant: Kalai

Address/Unit #: #312

Date and Time of Incident: 4:15pm 9/5/22

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Smoke alarm went off. after checking we tried to reset the alarm failed with success. we had to call fire dept. to come. they looked @ the alarm in 312 and noticed evidence of some sort of substance had been sprayed into the alarm damaging it.

Did you call 911?
If yes, please describe what took place: (was there a case number given) no fire responded.

Were there any witnesses?
Witness Information (name address and phone number)

Name	Address	Phone #
Witness Statement:		

Roberta May
Tenant Signature

Roberta May
KMI staff
Witness Signature

9/5/22
Date

Date

Date/Time Received by Property Manager: 9/6/22 7:30am



EXHIBIT P



600 Park Avenue
Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place _____

Tenant: Asentista _____

Address/Unit #: _____ 312 _____

Date and Time of Incident: _____ 9/6/2022 2:45 pm _____

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) KMH Staff reported to me Tony Cables that Bird Electric was here to replace the detector in unit 312 that was tampered with but that when she knocked nobody answered. I then took the unit keys and went to the unit with the Bird Electric representative and knocked loudly and waited for an answer. I asked the Bird rep if they had also knocked prior and he said she had just as loudly. There was not an answer so I used the key and cracked the door and yelled loudly and the resident said he was in the shower. I let him know we would return in 5 minutes. The resident met us near the respite room and asked why we were trying to enter his unit and I let him know that we had to replace the smoke detector that the fire department reported was tampered with and because it is safety equipment it is deemed an emergency. He accused us of not knocking and I assured him that we had both times but he did not answer. The Bird representative entered the apartment and located the detector that he let me know was reset to 0 and tampered with in addition to the one the fire department reported. I observed that there was a light fixture not up properly and missing range top elements. I asked the resident about the elements and he said "they are right here mother fucker" in a very loud and aggressive manner as he opened a cabinet door. He then said that he was going to his lawyer and I let him know that his lawyer can contact mine and that I am done with him threatening and his calling me names.

Did you call 911?:

If yes, please describe what took place: (was there a case number given) No



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If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



Were there any witnesses?

Witness Information (name address and phone number)

Security Officer Tate and Bird Electric representative Brian

Melinda Benitez BHA Janitor

Name

Address

Phone #

Witness Statement: _____

Tenant Signature



Date

9/6/22

Witness Signature

Tony Calles
Property Manager

Date

Date/Time Received by Property Manager:

9/6/22 4:30 PM



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(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

Tenant: Kalaie Amentaka

Address/Unit #: 312

Date and Time of Incident: 3:00pm 9-6-88

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name)

Byrd electric arrived to replace the fire alarm that had been damaged previously. I escorted him to 312 and knocked on the door twice announcing myself one second time. NO reply. I went to get Tony to assist w/ another knock & to order if necessary.

Did you call 911?:

If yes, please describe what took place: (was there a case number given)

Were there any witnesses?

Witness Information (name address and phone number)

Melinda
Name Address Phone #

Witness Statement:

Roberta May _____ Date 9-6-88
Tenant Signature

Witness Signature _____ Date _____

Date/Time Received by Property Manager: 9/6/88 4:30 PM



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If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



EXHIBIT Q

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Rondleston

Tenant: 312 Kalao

Address/Unit #: 312

Date and Time of Incident: 10:30 AM 9-7-22

Location of Incident (Including unit #(s))
Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) fire alarm triggered again. I asked Tony + manager to check on equipment. as they responded I tried resetting the alarm. I was unable to reset. As told by the fire department + byrd electric, when unable to reset an alarm it means the detection unit has been tampered with in some way.

Did you call 911?
If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?
Witness Information (name address and phone number)

Name	Address	Phone #
------	---------	---------

Witness Statement: _____

Roberta May KMT staff 9-7-22
Tenant Signature Date

Witness Signature Date

Date/Time Received by Property Manager: 9/7/22 11 AM



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RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place

Tenant: 312 Kalei Asentista

Address/Unit #: 312

Date and Time of Incident: 9/7 around 1030am

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name)

Fire alarm sounded and staff verified 312 was unit setting Alarm off. Bro Bridget myself & Tony BHA prop manager went to unit. Upon contact resident allowed staff in. Staff observed steam in unit, bedroom fire detector down, light removed/taped back up. Staff informed resident fire alarm is safety issue and

Did you call 911?: was reason for alarm going off.

NO If yes, please describe what took place: (was there a case number given)

Were there any witnesses?

Witness Information (name address and phone number)

<u>Cameron Collins</u>	<u>Prop manager</u>	<u>Bridget Glasspool</u>	<u>Housing/Comm Svc Director</u>
Name	Address	Phone #	

Witness Statement: _____

Cameron Collins KMA Bridget Glasspool KMA
 Tenant Signature Date

Cameron Collins 9/7/22
 Witness Signature Date

Date/Time Received by Property Manager: 9/7/22 11AM



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Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place _____

Tenant: Asentista _____

Address/Unit #: 312 _____

Date and Time of Incident: 9/7/22 10:30-10:45 am _____

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Main fire alarm panel signals that there is trouble with unit 312 alarm. Bridget Glasspoole Kitsap Mental Health and I go to the apartment. Resident claimed to be in the shower. Once resident opened unit door we found there to be a tissue paper dangling from the bathroom fan. Once he opened his bedroom door I could see that the smoke alarm had been removed. I asked him what he had done with it and he pulled it out behind a dresser and replaced it. Noticed burn marks around front door jamb, and bathroom door jamb as well. _____

Did you call 911?: No
If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?
Witness Information (name address and phone number)
Bridget Glasspoole KMH staff Cameron Collins KMH staff

Name	Address	Phone #

Witness Statement: _____

Tenant Signature _____

Date _____

Tony Cables Property Manager II
Witness Signature _____

9/7/22
Date _____



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Equal Opportunity Employer.
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Date/Time Received by Property Manager: 9/7/22 12pm



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Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811
www.bremertonhousing.org

RESIDENT COMPLAINT/INCIDENT/SUGGESTION

Property Name: Pendleton Place _____

Tenant: Asentista _____

Address/Unit #: 312 _____

Date and Time of Incident: 9/7/22 10:30-10:45 am _____

Location of Incident (Including unit #(s))

Describe what happened during incident or complaint: (make sure you give accurate details such as unit #, tenant and or guest of tenant's name) Main fire alarm panel signals that there is trouble with unit 312 alarm. Bridget Glasspoole Kitsap Mental Health and I go to the apartment. Resident claimed to be in the shower. Once resident opened unit door we found there to be a tissue paper dangling from the bathroom fan. Once he opened his bedroom door I could see that the smoke alarm had been removed. I asked him what he had done with it and he pulled it out behind a dresser and replaced it. Noticed burn marks around front door jamb, and bathroom door jamb as well. _____

Did you call 911?: No
If yes, please describe what took place: (was there a case number given) _____

Were there any witnesses?
Witness Information (name address and phone number)
Bridget Glasspoole KMH staff Cameron Collins KMH staff

Name	Address	Phone #

Witness Statement: _____

Tenant Signature _____

Date _____

Tony Cables Property Manager II
Witness Signature _____

9/7/22
Date _____



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Equal Opportunity Employer.
If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 816-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



RECEIVED AND FILED
IN OPEN COURT

OCT 21 2022

DAVID T. LEWIS III

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6 SUPERIOR COURT OF WASHINGTON
COUNTY OF KITSAP

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8 PENDLETON PLACE, LLC,

9 Plaintiff,

10 v.

11 KALEINAINOA ASENTISTA; all other
12 unauthorized occupants of 5454 Kitsap
13 Way #312, Bremerton, Washington
98312,

14 Defendants.

NO. 22-2-01519-18

ORDER ON SHOW CAUSE

15 THIS MATTER having come on duly and regularly to be heard this day before the
16 undersigned Judge of the above-entitled Court upon Motion of Plaintiff for entry of an Order On
17 Show Cause directing the issuance of a Writ of Restitution against Defendants herein; Plaintiff
18 appearing by and through their attorney, Karen Richmond of Richmond & Richmond, Ltd.; the
19 Defendants having failed to show cause why a Writ of Restitution should not issue in the matter;
20 and the Court having considered said Motion, the testimony presented and being otherwise fully
21 advised in the premises; now, therefore, it is hereby

22 ORDERED, ADJUDGED, and DECREED that the Clerk of this Court shall forthwith issue
23 a Writ of Restitution, restoring to Plaintiff the property described in the Complaint, to wit: 5454
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25

Order on Show Cause - p. 1



RICHMOND LAW, PLLC
(360) 692-7201 / (360) 824-7168 fax
1521 Piperberry Way SE, Suite 135
Port Orchard WA 98366

1 Kitsap Way #312, Bremerton, Kitsap County, Washington, and authorizing the Kitsap County
2 Sheriff to remove Defendant and all others claiming occupancy through him and make return of
3 this Writ according to law. If you are not able to return the Writ within 10 days, the return on
4 this Writ shall be automatically extended for a second 10-day period. You are hereby authorized
5 to break and enter as necessary.

6 DONE IN OPEN COURT this 21 day of October, 2022.

8 
9 _____
10 Judge/Court Commissioner
11 MICHELLE ADAMS

12 Presented by:

13 RICHMOND & RICHMOND, LTD.

14 

15 KAREN RICHMOND WSBA 31618
Attorneys for Plaintiff

16 Mrs. Bennett
17 appeared in court

25 Order on Show Cause - p. 2



RICHMOND LAW, PLLC
(360) 692-7201 / (360) 824-7168 fax
1521 Piperberry Way SE, Suite 135
Port Orchard WA 98366

RECEIVED
KITSAP COUNTY CLERK
NOV 13 2022
DAVID T. LEWIS III

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP**

PENDLETON PLACE, LLC,
Plaintiff,

No. 22-2-01519-18

v.

**NOTICE OF APPEAL TO COURT
OF APPEALS**

KALEINAINOA ASENTISTIA, and all
other unauthorized occupants of 5454
Kitsap Way, #312 Bremerton,
Washington 98312.

Defendant(s),

Kaleinainoa Asentistia, Defendant, seeks review by the Court of Appeals,
Division II of the Order on Show Cause, entered on October 21, 2022. A copy of
the decision is attached to this notice.

DATED this 16th day of November, 2022

NOTICE OF APPEAL TO COURT OF
APPEALS

King County Bar Association
Housing Justice Project
1200 Fifth Ave Suite 700
Seattle, WA 98101
T: (253) 260-5129
F: (206) 624-3117

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/s/ Dashiell DeGraff
Dashiell DeGraff, WSBA No. 46722
Christina Jaccard, WSBA No. 55592
Yuan Ting, WSBA No. 52897
1200 5th Ave #700
Seattle, WA 98101
T: (253) 260-5129

Email: dashiellmj@kcba.org
christinaj@kcba.org
yuant@kcba
Attorney for Defendants

Karen Richmond, WSBA No. 31618
Richmond & Richmond, LTD
1521 Piperberry Way SE, Ste 153
Port Orchard, WA 98366
T: (360) 692-7201
Attorney for Plaintiff

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RECEIVED AND FILED
IN OPEN COURT

OCT 21 2022

DAVID T. LEWIS III

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6 **SUPERIOR COURT OF WASHINGTON**
7 **COUNTY OF KITSAP**

8 **PENDLETON PLACE, LLC,**

9 **Plaintiff,**

10 **v.**

11 **KALEINAINOA ASENTISTA; all other**
12 **unauthorized occupants of 5454 Kitsap**
13 **Way #312, Bremerton, Washington**
14 **98312,**

14 **Defendants.**

NO. 22-2-01519-18

ORDER ON SHOW CAUSE

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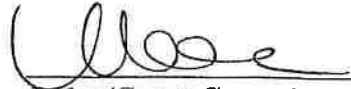
Order on Show Cause - p. 1



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Port Orchard WA 98366

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6 DONE IN OPEN COURT this 21 ^{October} day of ~~September~~, 2022.

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9 Judge/Court Commissioner

10 MICHELLE ADAMS

11 Presented by:

12 RICHMOND & RICHMOND, LTD.

13 

14 KAREN RICHMOND WSBA 31618

15 Attorneys for Plaintiff

16 Mrs. Bennett
17 appeared in court
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Order on Show Cause - p. 2



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