

RECEIVED  
SUPREME COURT  
STATE OF WASHINGTON  
Dec 22, 2014, 8:33 am  
BY RONALD R. CARPENTER  
CLERK

No. 90088-4

RECEIVED BY E-MAIL

---

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

---

JOSE SEGURA AND TABETHA GONZALEZ,

*Plaintiffs/Petitioners,*

vs.

ROGACIANO AND RAQUEL CABRERA,

*Defendants/Respondents.*

---


BRIEF OF AMICUS CURIAE  
WASHINGTON STATE ASSOCIATION FOR JUSTICE  
FOUNDATION


---

George M. Ahrend  
WSBA #25160  
16 Basin St. SW  
Ephrata, WA 98823  
(509) 764-9000

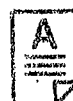
Bryan P. Harnetiaux  
WSBA #5169  
517 E. 17th Avenue  
Spokane, WA 99203  
(509) 624-3890  
OID #91108

On Behalf of Washington State Association for Justice Foundation

Received   
Washington State Supreme Court

JAN - 6 2015 

Ronald R. Carpenter  
Clerk



ORIGINAL

## TABLE OF CONTENTS

	Pages
I. IDENTITY AND INTEREST OF AMICUS CURIAE	1
II. INTRODUCTION AND STATEMENT OF THE CASE	1
III. ISSUE PRESENTED	4
IV. SUMMARY OF ARGUMENT	4
V. ARGUMENT	4
A. Overview Of RCW 59.18.085.	5
B. As Used In RCW 59.18.085(3)(e), The Undefined Phrase "Actual Damages" Plainly And Unambiguously Allows For The Recovery Of All Compensatory Damages, Including Emotional Distress Damages.	7
VI. CONCLUSION	11
APPENDIX	

## TABLE OF AUTHORITIES

Cases	Pages
<u>Adams v. Dept of Labor &amp; Indus.</u> , 128 Wn.2d 224, 905 P.2d 1220 (1995)	4
<u>Bank of America, N.A. v. Owens</u> , 173 Wn. 2d 40, 266 P.3d 211 (2011)	11
<u>Bowie v. Washington Dept of Revenue</u> , 171 Wn.2d 1, 248 P.3d 504 (2011)	7
<u>Burns v. City of Seattle</u> , 161 Wn. 2d 129, 164 P.3d 475 (2007)	7
<u>Ellingson v. Spokane Mortg. Co.</u> , 19 Wn. App. 48, 573 P.2d 389 (1978)	8
<u>Guimond v. Trans Union Credit Info. Co.</u> , 45 F.3d 1329 (9 <sup>th</sup> Cir. 1995)	8
<u>Harris v. Department of Labor &amp; Indus.</u> , 120 Wn. 2d 461, 843 P.2d 1056 (1993)	9
<u>Martini v. Boeing Co.</u> , 137 Wn. 2d 357, 971 P.2d 45 (1999)	3, 8
<u>Rasor v. Retail Credit Co.</u> , 87 Wn. 2d 516, 554 P.2d 1041 (1976)	3, 7-8
<u>Segura v. Cabrera</u> , 179 Wn. App. 630, 319 P.3d 98, <i>review granted</i> , 181 Wn. 2d 1006 (2014)	1-2, 7, 9
<u>Sixty-01 Ass'n of Apartment Owners v. Parsons</u> , 181 Wn. 2d 316, 335 P.3d 933 (2014)	4
<u>Sofie v. Fibreboard Corp.</u> , 112 Wn. 2d 636, 711 P.2d 711, 780 P.2d 260 (1989)	9

<u>Washington St. Physicians Ins. Exchange &amp; Ass'n v. Fisons Corp.</u> , 122 Wn. 2d 299, 858 P.2d 1054 (1993)	10
<u>White River Estates v. Hiltbruner</u> , 134 Wn. 2d 761, 953 P.2d 796 (1998)	3-4, 10-11

**Constitution, Statutes and Rules**

15 U.S.C. §1681o(a)(1)	3
Ch. 19.86 RCW	9
Ch. 49.60 RCW	3
Ch. 59.18 RCW	1
RCW 4.56.250	9
RCW 19.86.090	9
RCW 59.18.085	1-5, 10
RCW 59.18.085(1)	5
RCW 59.18.085(2)	5-6
RCW 59.18.085(2)(a)-(b)	5
RCW 59.18.085(3)	3, 6, 7, 9-10
RCW 59.18.085(3)(a)(i)-(iii)	6
RCW 59.18.085(3)(a)-(c) & (e)	6
RCW 59.18.085(3)(b)	6
RCW 59.18.085(3)(e)	2-4, 6, 9

**Other Authorities**

Black's Law Dictionary (9 <sup>th</sup> ed.)	11
WPI 30.06	9

## I. IDENTITY AND INTEREST OF AMICUS CURIAE

The Washington State Association for Justice Foundation (WSAJ Foundation) is a not-for-profit corporation under Washington law, and a supporting organization to Washington State Association for Justice (WSAJ). WSAJ Foundation is the new name of Washington State Trial Lawyers Association Foundation (WSTLA Foundation), a supporting organization to Washington State Trial Lawyers Association (WSTLA), now renamed WSAJ. WSAJ Foundation has an interest in the rights of persons seeking legal redress under the civil justice system, including the rights of those seeking to recover damages for statutory causes of action.

## II. INTRODUCTION AND STATEMENT OF THE CASE

This case involves the interpretation of the phrase “actual damages” as it appears in RCW 59.18.085, a section of the Residential Landlord-Tenant Act, Ch. 59.18 RCW. Jose Segura and Tabettha Gonzalez (Segura) brought this action against their landlords, Rogaciano and Raquel Cabrera (Cabrera), for recovery of damages authorized under subsection (3) of RCW 59.18.085, after they were forced to leave the premises as a result of violations of the local housing code. The underlying facts are drawn from the Court of Appeals opinion and the briefing of Segura. See Segura v. Cabrera, 179 Wn. App. 630, 319 P.3d 98, *review granted*, 181

Wn. 2d 1006 (2014); Segura Br. at 3-9; Segura Pet. for Rev. at 2-6. (Cabrera has not filed any briefing in the Court of Appeals or this Court.)

For purposes of this amicus curiae brief, the following facts are relevant: Cabrera purchased a house in Pasco to use as a residential rental. The city licensed the rental as a single unit, but Cabrera converted the basement into a second unit and leased it to Segura. After performing an inspection, the city found the basement unit unpermitted and uninhabitable, and ordered Segura to vacate the premises. Segura sued Cabrera under RCW 59.18.085, providing statutory remedies for a rental that is condemned or unlawful to occupy. Segura requested damages under subsection (3) of the statute, including \$2,000 in relocation assistance, \$600 in prepaid rent, \$600 in rent deposit, \$150 in electricity deposit, \$200 in fuel, and \$1,200 “for the anxiety, worry, inconvenience, and upheaval inflicted upon the plaintiffs and their children.” Segura, 179 Wn. App. at 633 (quoting Clerk’s Papers). The superior court granted summary judgment in favor of Segura, and awarded all damages except those for emotional distress, concluding they were not recoverable as “actual damages” under RCW 59.18.085(3)(e).

Segura appealed the denial of emotional distress damages, and the Court of Appeals affirmed over dissent. The majority initially determined that the undefined phrase “actual damages” is ambiguous. See Segura at

635. Then, relying primarily on this Court's decision in White River Estates v. Hiltbruner, 134 Wn. 2d 761, 953 P.2d 796 (1998), the majority reasoned that emotional distress damages are not available because liability under RCW 59.18.085(3)(e) does not require intentional conduct. See Segura at 634-35, 637.

The dissent noted that the generally accepted legal meaning of the phrase "actual damages" includes emotional distress damages, relying on this Court's decisions in Razor v. Retail Credit Co., 87 Wn. 2d 516, 529, 554 P.2d 1041 (1976), involving the federal Fair Credit Reporting Act, 15 U.S.C. §1681o(a)(1) (FCRA), and Martini v. Boeing Co., 137 Wn. 2d 357, 368, 971 P.2d 45 (1999), involving the Washington Law Against Discrimination, Ch. 49.60 RCW (WLAD). See Segura at 645-48 (Fearing, J., dissenting). The dissent was persuaded that the Legislature was presumably aware of this generally accepted meaning when it adopted RCW 59.18.085, and that this meaning is otherwise consistent with the language of the statute. See id. at 650-51.

This Court subsequently accepted Segura's petition for review, challenging the denial of emotional distress damages under RCW 59.18.085(3)(e). See Segura Pet. for Rev. at 1.



### III. ISSUE PRESENTED

What is the meaning of the undefined phrase “actual damages” as it appears in RCW 59.18.085(3)(e)? In particular, does it include emotional distress damages?

### IV. SUMMARY OF ARGUMENT

Under RCW 59.18.085(3)(e), the undefined phrase “actual damages” plainly and unambiguously means all compensatory damages, including damages for emotional distress. There is no basis for defining actual damages differently under this statute. White River Estates, supra, requiring intentional conduct as a prerequisite for recovery of emotional distress damages for a statutory violation, is distinguishable because the statute at issue in that case did not provide for the recovery of actual damages.

### V. ARGUMENT

The issue on appeal involves statutory interpretation, a question of law that is subject to de novo review. See Sixty-01 Ass'n of Apartment Owners v. Parsons, 181 Wn. 2d 316, 335 P.3d 933, 936 (2014). This brief begins with an overview of the relevant statute, RCW 59.18.085, and then addresses the meaning of the phrase “actual damages,” used in subsections (2) and (3) of the statute.<sup>1</sup>

---

<sup>1</sup> Although Cabrera has not submitted responsive briefing in the Court of Appeals or this Court, WSAJ Foundation assumes that the Court will address the merits of this appeal as in any other case. See Adams v. Dep't of Labor & Indus., 128 Wn.2d 224, 229, 905 P.2d

**A. Overview Of RCW 59.18.085.**

RCW 59.18.085 addresses tenant remedies when rental property is condemned or unlawful to occupy.<sup>2</sup> Under the statute, a landlord is prohibited from entering into a rental agreement for a dwelling unit that is condemned or unlawful to occupy due to conditions that violate applicable regulations, until such conditions are corrected. See RCW 59.18.085(1). A landlord who knowingly violates this provision is subject to liability for “either three months’ periodic rent or up to treble the *actual damages* sustained as a result of the violation, whichever is greater,” plus costs and attorney fees. RCW 59.18.085(2) (emphasis added). In addition, if the tenant elects to terminate the tenancy or the appropriate government agency requires the tenant to vacate the premises, the tenant shall also recover the amount of any deposit or prepaid rent. See RCW 59.18.085(2)(a)-(b).

When a tenant is already residing on the premises, if the appropriate government agency notifies the landlord that the dwelling will be condemned or that it will be unlawful to occupy due to conditions that violate applicable regulations *and* the landlord knew or should have known about the conditions, then the landlord is obligated to provide

---

1220 (1995) (holding that under the Rules of Appellate Procedure there is no longer a lesser standard of review when a respondent elects not to file a brief).

<sup>2</sup> The full text of the current version of RCW 59.18.085 is reproduced in the Appendix to this brief.

relocation assistance to the tenant and refund any deposit or prepaid rent. See RCW 59.18.085(3)(a)-(c) & (e).<sup>3</sup> Relocation assistance is calculated as \$2,000 or three times the monthly rent, whichever is greater. See RCW 59.18.085(3)(b).

Tenants have a statutory cause of action to recover relocation assistance and other amounts, as follows:

Displaced tenants shall be entitled to recover any relocation assistance, prepaid deposits, and prepaid rent required by (b) of this subsection. *In addition, displaced tenants shall be entitled to recover any actual damages sustained by them as a result of the condemnation, eviction, or displacement that exceed the amount of relocation assistance that is payable.* In any action brought by displaced tenants to recover any payments or damages required or authorized by this subsection (3)(e) or (c) of this subsection that are not paid by the landlord or advanced by the city, town, county, or municipal corporation, the displaced tenants shall also be entitled to recover their costs of suit or arbitration and reasonable attorneys' fees.

RCW 59.18.085(3)(e) (emphasis added).

The phrase "actual damages" in RCW 59.18.085(2) and (3)(e) is undefined.

---

<sup>3</sup> The obligation to provide relocation assistance is subject to certain exceptions that do not appear to be implicated in this case. See RCW 59.18.085(3)(a)(i)-(iii).

**B. As Used In RCW 59.18.085(3)(e), The Undefined Phrase “Actual Damages” Plainly And Unambiguously Allows For The Recovery Of All Compensatory Damages, Including Emotional Distress Damages.**

Contrary to the Court of Appeals majority below, see Segura, supra, 179 Wn. App. at 635, the undefined phrase “actual damages” is plain and unambiguous. The goal of statutory interpretation is to effectuate the intent of the Legislature, and, when the meaning of a statute is plain, enforcing it as written effectuates the legislative intent. See Burns v. City of Seattle, 161 Wn. 2d 129, 140, 164 P.3d 475 (2007). A statute is not ambiguous merely because different interpretations are conceivable. See Bowie v. Washington Dep't of Revenue, 171 Wn.2d 1, 11 n.7, 248 P.3d 504 (2011). As noted in Rasor v. Retail Credit Co., supra, 87 Wn.2d at 522:

Words used in a statute are to be given their ordinary meaning in the absence of persuasive reasons to the contrary. Where the language of a provision is clear, the words employed are to be considered the final expression of legislative intent.

(Citations omitted.)

The phrase “actual damages” has a well-understood meaning under Washington law. This Court has previously found that the phrase encompasses the full complement of compensatory damages recoverable in tort, excluding only nominal, exemplary or punitive damages. See

Rasor, 87 Wn.2d at 525-31 & n.3 (interpreting “actual damages” under FCRA in accord with generally accepted legal meaning); Martini v. Boeing Co., *supra*, 137 Wn.2d at 366-68 (following Rasor and finding the meaning of “actual damages” under WLAD to be plain and unambiguous); see also Ellingson v. Spokane Mortg. Co., 19 Wn. App. 48, 57, 573 P.2d 389 (1978) (indicating “[t]he generally accepted legal meaning of ‘actual damages’ is recognized in Rasor” and applying this definition under WLAD).<sup>4</sup>

Rasor and Martini both involve statutes that are subject to a rule of liberal construction, but this rule was not determinative in either case. See Guimond v. Trans Union Credit Info. Co., 45 F.3d 1329, 1333 (9<sup>th</sup> Cir. 1995) (noting rule of liberal construction under FCRA); Martini, 137 Wn. 2d at 364 (noting rule of liberal construction under WLAD). In Rasor, the Court did not reference the rule of liberal construction under FCRA, but rather rested its decision on the plain language of the statute. See 87 Wn.2d at 529-30 & n.3. Likewise, in Martini, while acknowledging the rule of liberal construction under the WLAD, the Court followed Rasor and the plain meaning rule. See Martini at 364, 367-68. When the

---

<sup>4</sup> Notwithstanding its determination that the phrase is ambiguous, the Court of Appeals majority below seems to recognize that “‘actual damages’ do not ordinarily exclude emotional distress damages[.]” Segura at 636 (discussing Ellingson).

language of a statute is unambiguous, a rule of liberal construction is simply inapplicable. See Harris v. Department of Labor & Indus., 120 Wn. 2d 461, 474, 843 P.2d 1056 (1993) (acknowledging rule of liberal construction under industrial insurance legislation, but declining to invoke the rule to construe an unambiguous statute).

Under the above plain meaning analysis—equating actual damages under RCW 59.18.085(3)(e) with compensatory damages recoverable in tort—a successful plaintiff should be entitled to recover damages for emotional distress and similar types of noneconomic damages.<sup>5</sup> This reading is consistent with the other language of the statute. The actual damages that may be recovered are described as being “[i]n addition” to relocation assistance, prepaid deposits, and prepaid rent. The statute contains no express limitation on actual damages, and only requires a causal relationship between the damages and the “condemnation, eviction or displacement” of the tenant. RCW 59.18.085(3)(e).<sup>6</sup>

---

<sup>5</sup> Emotional distress damages are a type of noneconomic damages. RCW 4.56.250(1)(b) defines “noneconomic damages” to mean “subjective, nonmonetary losses, including, but not limited to pain, suffering, inconvenience, mental anguish, disability or disfigurement incurred by the injured party, emotional distress, loss of society and companionship, loss of consortium, injury to reputation and humiliation, and destruction of the parent-child relationship.” (The cap on damages provision in subsection (2) of this statute was found unconstitutional in Sofie v. Fibreboard Corp., 112 Wn. 2d 636, 711 P.2d 711, 780 P.2d 260 (1989).) See also WPI 30.06 (phrasing this type of compensatory damage in terms of mental pain and suffering).

<sup>6</sup> Contrast the Consumer Protection Act, Ch. 19.86 RCW, where “actual damages” are limited to those resulting from injury to the business or property of the plaintiff. See RCW 19.86.090; Segura, 179 Wn. App. at 646 (Fearing, J., dissenting; acknowledging

The Court of Appeals majority relies on White River Estates, supra, for the proposition that emotional distress damages may only be recovered for a statutory violation that is based on intentional conduct. See Segura at 634-37.<sup>7</sup> However, White River Estates is distinguishable because the statute at issue in the case was silent regarding the issue of damages. See 134 Wn. 2d at 766 (involving the Mobile Home Landlord-Tenant Act, Ch. 59.20 RCW). The case stands for the proposition that the Court will not interpret a statute to authorize recovery of damages for emotional distress for unintentional conduct when the statute in question is silent on the issue of damages. Because RCW 59.18.085(3) expressly authorizes the recovery of “actual damages,” White River Estates poses no impediment to interpreting the phrase to include damages for emotional distress.

Furthermore, applying the rule of White River Estates to interpret RCW 59.18.085(3)(e) would create an incongruity between subsection (2), which authorizes the recovery of “up to treble the actual damages” for knowing violations of the statute, and subsection (3)(e), which authorizes

---

this distinction, relying on Washington St. Physicians Ins. Exchange & Ass’n v. Fisons Corp., 122 Wn. 2d 299, 318, 858 P.2d 1054 (1993)).

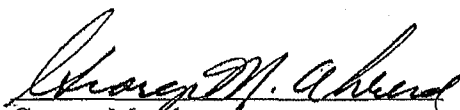
<sup>7</sup>The majority opinion characterizes RCW 59.18.085(3) as permitting liability to be imposed based on a recklessness standard, while the dissent interprets subsection (3) as permitting liability to be imposed for merely negligent conduct. Compare Segura at 635 (majority) with id. at 643 (Fearing, J., dissent). The “knew or should have known” language of RCW 59.18.085(3) appears to incorporate a negligence standard, but the resolution of the issue on review does not hinge upon the distinction between negligence and recklessness.

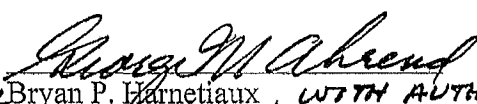
the recovery of actual damages for non-intentional violations of the statute. Presumably, the knowing violations referenced in subsection (2) amount to intentional conduct. See Black's Law Dictionary, s.v. "knowing" (9<sup>th</sup> ed.) (defining term as "[h]aving or showing awareness or understanding .... [d]eliberate; conscious"). If so, then White River Estates would permit recovery of damages for emotional distress as actual damages under subsection (2), but not under subsection (3)(e). This outcome would be contrary to the rule of statutory construction requiring the same words used in different parts of the same statutory enactment to be given the same meaning. See Bank of America, N.A. v. Owens, 173 Wn. 2d 40, 54, 266 P.3d 211 (2011) (stating "where similar words are used in different parts of the same statute we presume the words are given the same meaning"). White River Estates is inapplicable here.

## VI. CONCLUSION

The Court should resolve this appeal in accordance with the analysis set forth in this brief.

Submitted this 20<sup>th</sup> day of December, 2014.

  
George M. Ahrend

  
for Bryan P. Harnetiaux, WITH AUTHORITY

On Behalf of WSAJ Foundation



# APPENDIX

West's Revised Code of Washington Annotated  
Title 59. Landlord and Tenant (Refs & Annos)  
Chapter 59.18. Residential Landlord-Tenant Act (Refs & Annos)

West's RCWA 59.18.085

59.18.085. Rental of condemned or unlawful dwelling--Tenant's remedies--Relocation assistance--Penalties

Effective: July 26, 2009  
Currentness

- (1) If a governmental agency responsible for the enforcement of a building, housing, or other appropriate code has notified the landlord that a dwelling is condemned or unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, a landlord shall not enter into a rental agreement for the dwelling unit until the conditions are corrected.
- (2) If a landlord knowingly violates subsection (1) of this section, the tenant shall recover either three months' periodic rent or up to treble the actual damages sustained as a result of the violation, whichever is greater, costs of suit, or arbitration and reasonable attorneys' fees. If the tenant elects to terminate the tenancy as a result of the conditions leading to the posting, or if the appropriate governmental agency requires that the tenant vacate the premises, the tenant also shall recover:
- (a) The entire amount of any deposit prepaid by the tenant; and
  - (b) All prepaid rent.
- (3)(a) If a governmental agency responsible for the enforcement of a building, housing, or other appropriate code has notified the landlord that a dwelling will be condemned or will be unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, a landlord, who knew or should have known of the existence of these conditions, shall be required to pay relocation assistance to the displaced tenants except that:
- (i) A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in which the condemnation or no occupancy order affects one or more dwelling units and directly results from conditions caused by a tenant's or any third party's illegal conduct without the landlord's prior knowledge;
  - (ii) A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in which the condemnation or no occupancy order affects one or more dwelling units and results from conditions arising from a natural disaster such as, but not exclusively, an earthquake, tsunami, wind storm, or hurricane; and
  - (iii) A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in which a condemnation affects one or more dwelling units and the tenant's displacement is a direct result of the acquisition of the property by eminent domain.

(b) Relocation assistance provided to displaced tenants under this subsection shall be the greater amount of two thousand dollars per dwelling unit or three times the monthly rent. In addition to relocation assistance, the landlord shall be required to pay to the displaced tenants the entire amount of any deposit prepaid by the tenant and all prepaid rent.

(c) The landlord shall pay relocation assistance and any prepaid deposit and prepaid rent to displaced tenants within seven days of the governmental agency sending notice of the condemnation, eviction, or displacement order to the landlord. The landlord shall pay relocation assistance and any prepaid deposit and prepaid rent either by making individual payments by certified check to displaced tenants or by providing a certified check to the governmental agency ordering condemnation, eviction, or displacement, for distribution to the displaced tenants. If the landlord fails to complete payment of relocation assistance within the period required under this subsection, the city, town, county, or municipal corporation may advance the cost of the relocation assistance payments to the displaced tenants.

(d) During the period from the date that a governmental agency responsible for the enforcement of a building, housing, or other appropriate code first notifies the landlord of conditions that violate applicable codes, statutes, ordinances, or regulations to the time that relocation assistance payments are paid to eligible tenants, or the conditions leading to the notification are corrected, the landlord may not:

(i) Evict, harass, or intimidate tenants into vacating their units for the purpose of avoiding or diminishing application of this section;

(ii) Reduce services to any tenant; or

(iii) Materially increase or change the obligations of any tenant, including but not limited to any rent increase.

(e) Displaced tenants shall be entitled to recover any relocation assistance, prepaid deposits, and prepaid rent required by (b) of this subsection. In addition, displaced tenants shall be entitled to recover any actual damages sustained by them as a result of the condemnation, eviction, or displacement that exceed the amount of relocation assistance that is payable. In any action brought by displaced tenants to recover any payments or damages required or authorized by this subsection (3)(e) or (c) of this subsection that are not paid by the landlord or advanced by the city, town, county, or municipal corporation, the displaced tenants shall also be entitled to recover their costs of suit or arbitration and reasonable attorneys' fees.

(f) If, after sixty days from the date that the city, town, county, or municipal corporation first advanced relocation assistance funds to the displaced tenants, a landlord has failed to repay the amount of relocation assistance advanced by the city, town, county, or municipal corporation under (c) of this subsection, then the city, town, county, or municipal corporation shall assess civil penalties in the amount of fifty dollars per day for each tenant to whom the city, town, county, or municipal corporation has advanced a relocation assistance payment.

(g) In addition to the penalties set forth in (f) of this subsection, interest will accrue on the amount of relocation assistance paid by the city, town, county, or municipal corporation for which the property owner has not reimbursed the city, town, county, or municipal corporation. The rate of interest shall be the maximum legal rate of interest permitted under RCW 19.52.020, commencing thirty days after the date that the city, town, county, or municipal corporation first advanced relocation assistance funds to the displaced tenants.

(h) If the city, town, county, or municipal corporation must initiate legal action in order to recover the amount of relocation assistance payments that it has advanced to low-income tenants, including any interest and penalties under (f) and (g) of this subsection, the city, town, county, or municipal corporation shall be entitled to attorneys' fees and costs arising from its legal action.

(4) The governmental agency that has notified the landlord that a dwelling will be condemned or will be unlawful to occupy shall notify the displaced tenants that they may be entitled to relocation assistance under this section.

(5) No payment received by a displaced tenant under this section may be considered as income for the purpose of determining the eligibility or extent of eligibility of any person for assistance under any state law or for the purposes of any tax imposed under Title 82 RCW, and the payments shall not be deducted from any amount to which any recipient would otherwise be entitled under Title 74 RCW.

(6)(a) A person whose living arrangements are exempted from this chapter under RCW 59.18.040(3) and who has resided in or occupied one or more dwelling units within a hotel, motel, or other place of transient lodging for thirty or more consecutive days with the knowledge and consent of the owner of the hotel, motel, or other place of transient lodging, or any manager, clerk, or other agent representing the owner, is deemed to be a tenant for the purposes of this section and is entitled to receive relocation assistance under the circumstances described in subsection (2) or (3) of this section except that all relocation assistance and other payments shall be made directly to the displaced tenants.

(b) An interruption in occupancy primarily intended to avoid the application of this section does not affect the application of this section.

(c) An occupancy agreement, whether oral or written, in which the provisions of this section are waived is deemed against public policy and is unenforceable.

#### Credits

[2009 c 165 § 1, eff. July 26, 2009; 2005 c 364 § 2, eff. July 24, 2005; 1989 c 342 § 13.]

#### Notes of Decisions (1)

West's RCWA 59.18.085, WA ST 59.18.085

Current with all 2014 Legislation and Initiative Measures 594 (2015 c 1) and 1351 (2015 c 2)

## OFFICE RECEPTIONIST, CLERK

---

**To:** George Ahrend  
**Cc:** Bryan P Harnetiaux; scottk@nwjustice.org; sestest@kbmlawyers.com  
**Subject:** RE: Segura v. Cabrera, S.C. #90088-4

Received 12-22-2014

Supreme Court Clerk's Office

Please note that any pleading filed as an attachment to e-mail will be treated as the original. Therefore, if a filing is by e-mail attachment, it is not necessary to mail to the court the original of the document.

**From:** George Ahrend [mailto:gahrend@ahrendlaw.com]  
**Sent:** Saturday, December 20, 2014 12:48 PM  
**To:** OFFICE RECEPTIONIST, CLERK  
**Cc:** Bryan P Harnetiaux; scottk@nwjustice.org; sestest@kbmlawyers.com  
**Subject:** Segura v. Cabrera, S.C. #90088-4

Dear Mr. Carpenter,

On behalf of the Washington State Association for Justice Foundation, a letter-application to appear as amicus curiae in the above-referenced case and a proposed amicus curiae brief are attached to this email. The parties are being served as described in the letter application.

Respectfully submitted,

George Ahrend  
16 Basin St. SW  
Ephrata, WA 98823  
Tel. (509) 764-9000  
Fax (509) 464-6290  
Cell (509) 237-1339

This email is confidential. If you are not the intended recipient, please notify the sender immediately