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FILED

AUG 10 2017

Timothy W. Fitzgerald  
SPOKANE COUNTY CLERK

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

**IN AND FOR THE COUNTY OF SPOKANE**

THOMAS SILVER, an individual, and all  
those similarly situated,

Plaintiff,

vs.

RUDEEN MANAGEMENT COMPANY,  
INC., a Washington corporation,

Defendant.

Case No.

17203103-2

**COMPLAINT FOR DAMAGES**

COMES NOW the Plaintiff, by and through his attorneys of record and for causes of  
action against the above-named Defendant, complains and alleges as follows:

**I. INTRODUCTION**

1.1 This is an action to recover tenants' deposit trust monies, pursuant to RCW  
59.18.280, based upon their landlords' and their landlords' agents' systematic and wrongful  
withholding of their deposit trust monies after the termination of tenancies.

1       1.2 Plaintiff Thomas Silver brings this action against defendant Rudeen Management  
2 Company, Inc. (hereinafter “Rudeen Management”), on his own behalf and on behalf of  
3 similarly situated persons, to recover damages, costs, attorneys’ fees, and any other relief the  
4 court deems just and proper for the Defendant’s violations of Washington’s Residential Landlord  
5 Tenant Act (hereinafter “RLTA”), RCW 59.18, *et seq.*

## II. IDENTITY OF PARTIES

7           2.1 Plaintiff Thomas Silver, at all times relevant to this action, was a resident of  
8 Spokane County, Washington, who entered into a residential lease as a tenant of Rudeen  
9 Management.

10        2.2     Defendant Rudeen Management, is a Washington corporation that is engaged in  
11 the business of rental property management in Spokane County and elsewhere. Rudeen  
12 Management served as Mr. Silver's "landlord," and is a former landlord of similarly situated  
13 persons, as that term is defined by RCW 59.18.030(11).

### **III. STATEMENT OF JURISDICTION AND VENUE**

15       3.1     This Court has jurisdiction over the parties to this action pursuant to RCW  
16     4.28.080, RCW 4.28.185, RCW 59.18.050, and RCW 59.18.060(15).

17 ||| 3.2 Venue is proper in this Court pursuant to RCW 4.12.020.

#### **IV. FACTUAL BACKGROUND**

19           4.1     The Plaintiff incorporates and realleges the allegations contained in Paragraphs  
20           1.1 through 3.2 above.

21           4.2     On or about March 26, 2012, Mr. Silver entered into a residential lease agreement  
22 with Rudeen Management for the premises commonly known as "Pheasant Ridge Apartments"  
23 and located at 601 South Woodruff Road in Spokane Valley, Washington.

24        4.3      The parties' lease provided for a six-month term ending on September 30, 2012,  
25 with the tenancy continuing on a month-to-month basis thereafter.

1       4.4     The parties' lease agreement provided that, in addition to monthly rent of  
2     \$810.00, Mr. Silver paid a "Damage/Cleaning/Security Deposit" of \$300.00, plus a  
3     nonrefundable fee of \$100.00 for carpet cleaning and drip pan replacement, at the  
4     commencement of the tenancy.

5       4.5     Rudeen Management's standardized lease specified that "Within fourteen days of  
6     the termination of the contract and vacating the premises, Landlord shall send an itemized  
7     accounting to Tenancy stating the basis for retaining any part of the deposit, together with  
8     payment of any refund."

9       4.6     Rudeen Management's standardized lease also specified that "Tenant shall forfeit  
10    unclaimed [deposit] funds after 45 days."

11      4.7     An addendum to the lease, titled "Replacement Costs Charged to Tenant," stated  
12    that "Carpet will be billed based on estimate," and that "Life expectancy of carpet is 7 years."

13      4.8     Mr. Silver paid the \$300.00 security deposit required by his lease to the  
14    Defendant.

15      4.9     After residing at the Pheasant Road premises for several years, Mr. Silver  
16    provided proper notice of his intent to terminate his month-to-month tenancy on June 30, 2015.

17      4.10    Mr. Silver vacated the premises on or before June 30, 2015.

18      4.11    The same date as the termination of the tenancy, Rudeen Management sent Mr.  
19    Silver a statement titled "Deposit Disposition" and marked "preliminary," which claimed  
20    \$3,000.00 due for allegedly excessive wear and tear to the premises.

21      4.12    Mr. Silver was not responsible for the allegedly excessive wear and tear to the  
22    premises.

23      4.13    More than six weeks later on or about August 18, 2015, Rudeen Management sent  
24    Mr. Silver another statement titled "Deposit Disposition" and marked "final," which claimed a  
25    revised amount due of \$2,765.35 for allegedly excessive wear and tear to the premises.

1           4.14   Included with Rudeen Management's August 18, 2015, statement was an invoice  
2 from "Sydney's Sparkle Cleaning," with the invoice amount redacted, dated August 10, 2015.

3           4.15   Also included with Rudeen Management's August 18, 2015, statement was a  
4 \$3,315.35 invoice from "Renewing Flooring Services, LLC," dated August 4, 2015.

5           4.16   At the time Rudeen Management sent its "preliminary" deposit disposition  
6 statement, none of the work to be invoiced had been completed.

7           4.17   After application of Mr. Silver's deposit and credits, Rudeen Management's June  
8 30, 2015, "preliminary" deposit disposition statement calculated a balance of \$2,516.00 due from  
9 Mr. Silver.

10           4.18   After application of Mr. Silver's deposit and credits, Rudeen Management's June  
11 August 18, 2015, "final" deposit disposition statement calculated a balance of \$2,281.35 due  
12 from Mr. Silver.

13           4.19   When Mr. Silver questioned the basis and amounts alleged due, Rudeen  
14 Management referred its claim to a third-party collection agency.

15           4.20   Rudeen Management did not provide Mr. Silver with a full and complete  
16 statement regarding the bases for withholding his deposit monies until after August 18, 2015,  
17 more than six (6) weeks after the termination of his tenancy.

18           4.21   Rudeen Management, acting on its own behalf and as the designated  
19 representative and agent of its client Property Owners, violated Washington's Residential  
20 Landlord Tenant Act (RLTA), RCW 59.18.280, by failing to provide a full and specific  
21 statement of the basis for retaining Mr. Silver's deposit trust monies, along with any refund due  
22 from his trust account, within 14 days of the termination of his tenancy.

23           4.22   Rudeen Management intentionally refused to provide a full and specific statement  
24 of the basis for retaining Mr. Silver's deposit monies, along with any refund due from his trust  
25 account, within 14 days of the termination of his tenancy.

1       4.23 Rudeen Management cannot account for active and passive delays sufficient to  
2 show that it made a conscientious attempt to provide a full and specific statement of the basis for  
3 retaining Mr. Silver's deposit trust monies, along with any refund due from his trust account,  
4 within 14 days of the termination of his tenancy.

## **V. CLASS ALLEGATIONS**

6 5.1 This action is brought on behalf of a class consisting of:

7                   5.1.1 All persons who rented properties owned or managed by the Defendant in  
8 the state of Washington;

9                   5.1.2 Who paid a damage and/or security deposit at, or any time after, the  
10 commencement of their tenancy;

11                   5.1.3 Who, within the three (3) years prior to the filing of this lawsuit, vacated  
12 or abandoned the property;

13                   5.1.4 Where, at the time of move-out or abandonment, the Defendant were in  
14 possession of the tenants' security deposit;

15                   5.1.5 Where, fifteen (15) or more days following termination of the rental  
16                   agreement and vacation of the premises or, if the tenant abandoned the premises, fifteen (15) or  
17                   more days after the Defendant learned of the abandonment, the Defendant withheld all, or any  
18                   portion, of the deposit; and

19                   5.1.6 Where, within fourteen (14) days following termination of the rental  
20 agreement and vacation of the premises or, if the tenant abandoned the premises, within fourteen  
21 (14) days after the Defendant learned of the abandonment, the Defendant did not send to the  
22 former tenant a full and specific statement of the basis for retaining the deposit, or a portion  
23 thereof from the former tenant: or

24                   5.1.7 In circumstances arising after the term specified in RCW 59.18.280 was  
25 amended from fourteen (14) days to twenty-one (21) days, then where, within twenty-two (22)

1 days following termination of the rental agreement and vacation of the premises or, if the tenant  
2 abandoned the premises, twenty-two (22) or more days after the Defendant learned of the  
3 abandonment, the Defendant withheld all, or any portion, of the deposit; and

4           5.1.8 Where, within twenty-one (21) days following termination of the rental  
5 agreement and vacation of the premises or, if the tenant abandoned the premises, within twenty-  
6 one (21) days after the Defendant learned of the abandonment, the Defendant did not send to the  
7 former tenant a full and specific statement of the basis for retaining the deposit, or a portion  
8 thereof, from the former tenant.

9           5.2 Plaintiff has the same claims as the members of the class. All of the claims are  
10 based on the same factual and legal theories.

11           5.3 Plaintiff will fairly and adequately represent the interests of the class members.  
12 He is committed to vigorously litigating this matter.

13           5.4 Neither the Plaintiff nor his counsel has any interests which might cause them not  
14 to vigorously pursue this claim.

15           5.5 A class action is a superior method for the fair and efficient adjudication of this  
16 controversy.

17           5.6 Class-wide damages are essential to induce the Defendant to comply with the law.

18           5.7 The interest of the class members in individually controlling the presentation of  
19 separate claims against the Defendant is small, because the amount of damages suffered by each  
20 individual class member is relatively small.

21           5.8 Certification of a class pursuant to Rule 23(b)(3) of the Superior Court Civil  
22 Rules is appropriate. A class action is the only appropriate means of resolving this controversy  
23 because the class members are not aware of their rights, the class is comprised of a largely  
24 vulnerable population, and the amount of available damages for many of the class members may  
25 be relatively small. In the absence of a class action, a failure of justice will result.

## VI. CAUSE OF ACTION

## 6.1 Violation of the Washington Residential Landlord-Tenant Act

3           6.1.1 RCW 59.18.280 specifies that “[w]ithin twenty-one days after the  
4 termination of the rental agreement and vacation of the premises or...within twenty-one days  
5 after the landlord learns of the abandonment, the landlord shall give a full and specific statement  
6 of the basis for retaining any of the deposit together with the payment of any refund due the  
7 tenant under the terms and conditions of the rental agreement.”

### 6.1.3 An estimate is not a full and specific statement.

#### 6.1.4 An undisclosed charge is not a full and specific statement.

### 6.1.5 An anticipated charge is not a full and specific statement.

17                   6.1.6 The Defendant cannot avail itself of RCW 59.18.280's exception or show  
18 that circumstances beyond their control prevented their compliance with the statute.

19                   6.1.7 The Defendant did not, within fourteen (14) days after the termination of  
20 the rental agreement with the Plaintiff, provide a full specific statement or return any portion of  
21 deposit to the Plaintiff.

22                   6.1.8 The Defendant did not, within twenty-one (21) days after the termination  
23 of the rental agreement with the Plaintiff, provide a full specific statement or return any portion  
24 of deposit to the Plaintiff.

1                   6.1.9 Pursuant to RCW 59.18.030(11), Rudeen Management is a “landlord”  
2 subject to the provisions of RCW 59.18, *et seq.*, including RCW 59.18.280.

3                   6.1.10 The Defendant is therefore liable to the Plaintiff and to the affected class  
4 members for damages as set forth in RCW 59.18.280.

5                   **VII. RELIEF REQUESTED**

6                   WHEREFORE, the Plaintiff prays for relief as follows:

7                   7.1       An order certifying class members’ claims pursuant to CR 23(b)(3), appointing  
8 named Plaintiff as representative of the proposed class, or such other class as the Court may  
9 deem appropriate, and appointing undersigned counsel as class counsel;

10                  7.2       For refund of each class members’ security deposit paid to or retained by  
11 Defendant;

12                  7.3       Declaratory relief holding that Defendant’s actions were willful;

13                  7.4       Two times the amount of the deposit illegally retained by Defendant, for each  
14 member of the class;

15                  7.5       Reasonable attorney’s fees and costs pursuant to RCW 59.18.280 and  
16 RCW4.84.330;

17                  7.6       Any such other and further relief as the Court deems just and equitable.

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1  
2 DATED this 18<sup>th</sup> day of August, 2017.  
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4 KIRK MILLER, PS  
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6   
7 KIRK D. MILLER, WSBA #40025  
8 *Attorney for Plaintiff*  
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10 Spokane, WA 99201

11 and  
12

13 CAMERON SUTHERLAND, PLLC  
14

15   
16 BRIAN G. CAMERON, WSBA #44905  
17 *Attorney for Plaintiff*  
18 421 W. Riverside Ave., Ste. 660  
19 Spokane, WA 99201  
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## **VERIFICATION**

I, THOMAS SILVER, declare under penalty of perjury under the laws of the State of Washington that I am the Plaintiff herein; I have read the foregoing Complaint for Damages; I know the contents thereof; and I believe the same to be true and correct.

Signed this 31 day of July, 2017,  
at Spokane, Washington.

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THOMAS SILVER  
*Plaintiff*