

Hon. John Erlick
Jan. 5, 2015
3:30 p.m.
King County Juvenile Courtroom 4

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

<p>Plaintiff,</p> <p>vs.</p> <p>DSB INVESTMENTS, LLC, and HIGHLAND TEN, LLC</p> <p>Defendants.</p>	<p>No.</p> <p>PRELIMINARY INJUNCTION – CR 65(a)</p> <p>(Proposed)</p>
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This matter came before the Court upon the December 15, 2015, Temporary Restraining Order and Order to Show Cause, which was extended by this Court on December 23, 2015. Now, with a hearing having been held and with the Court duly advised, it is ordered as follows:

I. Findings of Fact

1. Plaintiff lives as a residential tenant at Highland Ten Apartments, a 10-unit apartment building at 7700 – 12th Ave SW in Seattle.
2. Defendants DSB Investments, LLC, and Highland Ten, LLC, are the owner and operator of Highland Ten Apartments.
3. Plaintiff's tenancy is subsidized through a federally-funded Housing Choice Voucher (a.k.a. "Section 8 voucher") administered by Seattle Housing Authority.

1 housing authority's non-payment of that subsidy is not a violation of the tenant's lease. See 24
2 C.F.R. § 982.310(b). Therefore, ; has a clear legal or equitable right not to be
3 charged rent above her tenant portion or for late fees or legal fees related to Seattle Housing
4 Authority's non-payment of the subsidy. She cannot lawfully be evicted for declining to make
5 these payments.

6 3. ; has a well-founded fear of an invasion of her right not to be charged for
7 rent above her tenant portion because the defendants have served a pay-or-vacate notice on her
8 demanding those amounts, and appear poised to file an unlawful detainer action against her.

9 4. If an unlawful detainer action is filed against , she will suffer an injury
10 because her ability to obtain rental housing in the future will be diminished. This is an actual
11 and substantial injury because she anticipates having to move out of Highland Ten in the near
12 future. It is also an irreparable harm because an unlawful detainer record cannot realistically be
13 sealed or redacted to protect her rental prospects, see *Hundtofte v. Encarnacion*, 181 Wn.2d 1,
14 10; 330 P.3d 168 (2014), and because such an injury cannot be effectively compensated by
15 monetary damages.

16 5. Landlords that participate in the Housing Choice Voucher program, and thus receive
17 the subsidy payments from Seattle Housing Authority, are also obligated to maintain their
18 properties in accordance with federally required "housing quality standards." See 24 C.F.R. §
19 982.401. This obligation is included in the written lease agreement between and
20 the defendants. Seattle Housing Authority has repeatedly inspected the Highland Ten
21 Apartments and found that the defendants have failed to maintain the property in accordance
22 with the housing quality standards. has a clear legal or equitable right to have the
23 housing quality violations corrected.
24

1 6. has a well-founded fear of an invasion of her right to have the housing
2 quality violations at her residence cured because both Seattle Housing Authority and
3 have, since September 2015, repeatedly urged the defendants to make the repairs but
4 the defendants have not made the repairs.

5 7. The defendants' failure to correct the housing quality violations is causing
6 an actual and substantial injury because she is forced to reside in housing with
7 substandard conditions and because the subsidy contract at her home will terminate at the end of
8 the month if the infractions are not corrected.

9 8. Public policy factors weigh in favor of the requested injunction because:

10 a. Requiring the defendants to correct the housing quality violations at Highland
11 Ten Apartments would directly advance the "public policy in this state in favor of the
12 ensuring safe, and sanitary housing;" and

13 b. Allowing Highland Ten Apartments to drive out of her home—
14 either by failing to make required repairs or by asserting illegal claims for unpaid rent—
15 would effectively enable Highland Ten to engage in discrimination in rental housing
16 against tenants who participate in Section 8 programs, contrary to Seattle ordinance.

17 **III. Preliminary Injunction**

18 1. For all of the foregoing reasons, IT IS HEREBY ORDERED that neither DSB
19 Investments, LLC, nor Highland Ten, LLC, nor any agent or person acting on behalf of either
20 entity, shall initiate any action for unlawful detainer or otherwise to evict or remove

21 from her apartment at Highland Ten Apartments, or to collect any amount of rent or
22 other tenancy-related fees or charges from her, *without prior leave of the* ~~until further order~~ of this Court.



1 2. IT IS FURTHER ORDERED that defendants DSB Investments, LLC, and Highland
2 Ten, LLC, shall immediately correct all housing quality standards violations that Seattle Housing
3 Authority has identified at Highland Ten Apartments and shall submit proof of the corrections to
4 this Court no later than February 5, 2016.

5 3. Defendants failed to appear or answer
6 the Complaint and did not respond
7 to this motion for preliminary
8 injunction or appear at the hearing.
9 Proof of service and notice were
10 provided to the Court.

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13 Dated this 5th day of January, 2015, at 3:52pm

14 John P. Erlick
15 KING COUNTY SUPERIOR COURT

16 Judge John P. Erlick

17 Presented by:
18 NORTHWEST JUSTICE PROJECT

19 Eric Dunn
20 Eric Dunn, WSBA #36622
21 Attorney for Plaintiff ~~XXXXXX~~