

1 4. On or about January 9, 2026 Plaintiff purportedly served a 14-day pay-or-vacate notice on
2 Defendant alleging unpaid periodic “rent” charges. *See* Complaint, Sub# 1 at Exhibit A.

3 5. Defendant did not move into the subject premises on January 1, 2026; instead, Defendant
4 moved in approximately a third of the way into the month of January 2026.

5 6. The 14-day pay-or-vacate predicate notice was dated on January 9, 2026 and was
6 purportedly served on Defendant via alternative service posting and mailing on January 9, 2026.
7 *Id.*

8 7. The 14-day notice appears to be signed by Jill Allen who is purportedly employed by Maple
9 Leaf property management. *Id.* This is not the named Plaintiff in this action.

10 8. The 14-day notice states that the “[m]onthly rent due for (list month(s)): \$3,100” and states
11 that “TOTAL AMOUNT DUE: \$3,100”. *Id.*

12 9. The 14-day notice fails to enumerate what month of rent is purportedly owing. *Id.*

13 10. Plaintiff’s Complaint states that this amount was for January 2026 rent due and owing on
14 January 9, 2026, i.e. the purported date of service of the predicate pay-or-vacate notice. *Id.*

15 11. The 14-day notice requires Defendant to pay the aforementioned \$3,100 to Jill Allen –
16 Maple Leaf property management. *Id.*

17 12. Plaintiff filed a rental agreement as one of its attachments; the explicit term of this
18 agreement began on January 9, 2027 and lasted until January 9, 2027. *See* Declaration, Sub# 13 at
19 *6.

20 13. This rental agreement set out the terms, conditions and obligations of Plaintiff, REDACTED
, and Defendant, Sasan Keyhani. *Id.*

22 14. The rental agreement was signed and initialed by Defendant, but was not acknowledged,
23 signed or initialed by Plaintiff. *Id.*

1 15. At the May 6, 2026 show cause hearing, Plaintiff’s counsel argued that there was only one
2 digit that was incorrect; namely, that the start date of the rental agreement was intended to be
3 January 9, 2026 instead of January 9, 2027.

4 16. Plaintiff also filed, prior to and attempted to rely on at the May 6, 2026 show cause hearing,
5 an “intent to rent” agreement. See Declaration, Sub# 13 at *3-5.

6 17. This agreement is between Defendant and Maple Leaf Real Estate LLC. *Id.*

7 18. The latter entity is not referenced at any point in the substance or actual rental agreement
8 Plaintiff attempts to rely on. See Declaration, Sub# 13 at *6-22. No agent of the latter entity signed,
9 initialed or otherwise acknowledge the rental agreement Plaintiff attempts to rely on. *Id.*

10 19. The “intent to rent” agreement does not set out any substantive terms of a rental agreement
11 as required by Seattle Municipal Code. *Id.* at *3-5.

12 20. The terms of the “intent to rent” are inapposite and at variance with the rental agreement
13 Plaintiff filed in the instant case. *Id.*

14 21. The “intent to rent” agreement explicitly references that an eventual rental agreement
15 would be provided to Defendant which would be “substantially similar” to an attached rental
16 agreement that is not included in Plaintiff’s filings. *Id.*

17 22. The “intent to rent” agreement was signed by Defendant on December 24, 2026; the
18 purported rental agreement was signed by Defendant on January 7, 2026, i.e. two weeks after
19 signature of the “intent to rent” agreement. *Id.* at * 3-22.

20 23. At the show cause hearing held on May 6, 2026, this Court certified the matter for trial,
21 and did not limit the issues that could be raised or argued at trial.

22 24. At the initial show cause hearing on May 6, 2026, no evidence or testimony was actually
23 formally taken, presented, offered, or admitted.

1 **III. STATEMENT OF THE ISSUES**

2 25. Whether this Court must dismiss the action given Plaintiff’s Sole Predicate Pay-or-Vacate
3 Notice failed to comply with RCW 59.18.057? [Yes.]

4 26. Whether the rent amount Plaintiff conditioned possession of the premises on was a good
5 faith estimate of rent then owing? [No.]

6 27. Whether Plaintiff has produced or can produce competent evidence of a rental agreement
7 between the Parties? [No.]

8 28. Whether the “intent to rent” agreement relied on by Plaintiff is a “rental agreement” under
9 Seattle Municipal Code (SMC) or the RLTA? [No.]

10 29. Whether Plaintiff can rely on the 14-day notice Plaintiff predicated the instant unlawful
11 detainer action on? [No.]

12 **IV. ARGUMENT AND AUTHORITY**

13 **A. Principles Governing Unlawful Detainers.**

14 30. An action for unlawful detainer is a special statutory proceeding to determine the right of
15 possession of real property between a landlord and a tenant. It is summary in nature, in derogation
16 of the common law, and therefore must be “strictly construed in favor of the tenant.” *Housing*
17 *Authority v. Terry*, 114 Wn.2d 558, 563, 789 P.2d 558 (1990) (citing *Wilson v. Daniels*, 31 Wn.2d
18 633, 643, 198 P.2d 496 (1948)). In an unlawful detainer action, the plaintiff landlord has the burden
19 of proving by a preponderance of the evidence the right to possession. *Housing Authority of Pasco*
20 *v. Pleasant*, 126 Wn. App. 382, 392, 109 P.3d 422 (2005). If the possession of real property by a
21 tenant is originally lawful, it is presumed to remain so until the contrary appears. *Duprey v.*
22 *Donahoe*, 52 Wn.2d 129, 135, 323 P.2d 903 (1958). To prevail, the Plaintiff must prove: (i) that it
23 has superior title to the property; (ii) that there is a landlord-tenant relationship between the parties;

1 (iii) that there is a default in the agreement within the definition of RCW 59.12.030; (iv) that
2 Plaintiff has complied with statutory prerequisites including proper service of a notice to terminate
3 tenancy; and (v) that the Defendant has failed to cure or present a defense to the default. *See*
4 *generally* RCW 59.12.030; 59.12.040; 59.18.200(1)(a); 59.18.220(1); *Sowers v. Lewis*, 49 Wn.2d
5 891, 894, 307 P.2d 1064 (1957); *Pleasant*, 126 Wn. App. at 392. A plaintiff-landlord’s failure to
6 meet this burden is a failure to make its prima facie case; in such situations a reviewing court
7 cannot grant the plaintiff-landlord’s request, issue a writ of restitution, or enter a judgment in an
8 unlawful detainer action.

9 31. Nearly all unlawful detainer actions commence with the service of a predicate notice
10 pursuant to RCW 59.12.030 and/or RCW 59.18.650. Generally, for tenancies falling under RCW
11 59.18, i.e., the RLTA, a landlord must have a statutorily recognized “just cause basis” to evict a
12 tenant in Washington. RCW 59.18.650(2) (enumerating a list of just cause bases a landlord may
13 predicate an eviction notice on). Further, any predicate notice issued pursuant to one of the bases
14 enumerated by RCW 59.18.650 must provide enough information as to the alleged activity so as
15 to enable the tenant to prepare a defense. RCW 59.18.650(6). Importantly, a landlord cannot cure
16 a defect in its predicate notice, even for lack of sufficient information or specificity, with its
17 complaint or other subsequent pleadings. *Byrnett v. Gardner*, 35 Wash. 668, 674, 77 P. 1048, 1050
18 (1904) (“If the breaches of the conditions of the lease upon which the lessors rely to work its
19 forfeiture are recited in the notice in terms too general or too indefinite and uncertain to inform the
20 lessee of the acts or omissions constituting the breach, so that he can have no opportunity to correct
21 the acts or supply the omissions, it is plain that no sufficient complaint of unlawful detainer can
22 be founded thereon. The notice cannot be aided by particularity in the complaint.”).

1 32. Specifically, the landlord must prove at a minimum that a tenancy exists between the
2 parties; that the tenant has defaulted on a statutory or contractual duty within the definition of
3 RCW 59.12.030 (the unlawful detainer statute); and that there is just cause for eviction under RCW
4 59.18.650(2). *See Hernandez v. France*, 29 Wash.App.2d 1044, 1046 (2024) (“At a minimum, this
5 burden includes establishing the existence of the tenancy ‘and the terms thereof.’”) (*quoting*
6 *Gabalys v. Campbell*, 185 Wash. 387, 388, 55 P.2d 615 (1936)); *Pleasant*, 126 Wn. App. at 392
7 (requiring evidence of material noncompliance of lease); *Litz*, 18 Wn. App. 2d at 252-53 (“To
8 obtain a writ of restitution at a show cause hearing, the landlord must establish by a preponderance
9 of the evidence that the tenant has violated or breached material terms of the lease”); RCW
10 59.12.030 (setting out the exclusive bases for liability for unlawful detainer); RCW 59.18.650(2)
11 (prohibiting eviction except for one the causes enumerated therein). If there is no evidence in the
12 record in an unlawful detainer action that there is a rental agreement between a landlord and a
13 tenant, the landlord cannot prove a violation under a rental agreement. *Pleasant*, 126 Wn. App. at
14 392 (“However, because there is no competent evidence regarding a lease at all, the Housing
15 Authority cannot prove a violation under one.”).

16 33. In an unlawful detainer action, a defendant-tenant may assert “any legal or equitable
17 defense or set-off arising out of the tenancy.” RCW 59.18.380. Specifically, a defense arises out
18 of the tenancy “*when [it] affect[s] the tenant’s right of possession* or [is] ‘based on facts which
19 excuse a tenant’s breach.’” *Josephinium Associates v. Kahli*, 111 Wn. App. 617, 625, 45 P.3d 627,
20 631 (2002) (*quoting Munden v. Hazelrigg*, 105 Wn.2d 39, 45, 711 P.2d 295 (1985)) (emphasis
21 added).

22 **B. Plaintiff’s Predicate 14-day Notice is Substantively Deficient.**

23 **a. Plaintiff’s Predicate 14-day Notice Failed to Comply with RCW 59.18.057.**

1 34. This Court should dismiss the instant unlawful detainer action because Plaintiff's sole
2 predicate 14-day pay-or-vacate notice failed to comply RCW 59.18.057. RCW 59.18.057(1)
3 prescribes specific form requirements for pay-or-vacate notices issued pursuant to the RLTA.
4 ("Every 14-day notice served pursuant to RCW 59.12.030(3) must be in substantially the following
5 form."). Specifically, one of the several requirements under this section of the RLTA is that a
6 landlord must explicitly list the month(s) for which a landlord alleges a tenant has failed to pay
7 rent pursuant to a rental agreement. *Id.* ("**Monthly rent due for (list month(s)): \$ (dollar amount)**
8 (emphasis added). Clearly the Legislature intended to require that a landlord explicitly list each
9 month rent is purportedly owing for and what amount is owing for each specific month. RCW
10 59.18.057, like all sections of the RLTA must be strictly construed in favor of the tenant; thus, if
11 a landlord fails to comply with RCW 59.18.057 by failing to list the specific month(s) for which
12 rent is purportedly owing, the landlord's notice is deficient and it cannot maintain or predicate an
13 unlawful detainer on such notice.

14 35. In the instant case, Plaintiff failed to specify or list what month(s) Defendant allegedly
15 failed to pay rent for, and thus failed to comply with RCW 59.18.057(1). Plaintiff's predicate
16 notice states that: (1) Monthly rent due for (list month(s)): \$3,100." *See* Complaint, Sub# 1 at
17 Exhibit A. Plaintiff obviously completely failed to elucidate or list what month(s) this \$3,100
18 amount was allegedly owing for. Plaintiff's Complaint states that: "The total amount of rent, and
19 other charges owed by the Defendant(s) through January 9, 2026, is \$3,100.00. Defendant has not
20 paid the rent due under the lease for the month(s) of January 9, 2026." *Id.* at Para. II. While
21 Defendant disputes, as argued *infra*, that this amount is accurate or even a "good faith estimate of
22 what was owing, Defendant first argues that this information contained in Plaintiff's Complaint
23 was required to be explicitly included in its predicate 14-day notice under RCW 59.19.057.

1 Plaintiff was well aware that it was alleging rent for January 2026 was owing on January 9, 2026
2 when it purportedly served its predicate notice on Defendant. There is no excuse for failing to
3 include this required information explicitly in its predicate 14-day notice. Because Plaintiff failed
4 to explicitly list the month(s) for which rent was purportedly owing, its notice was deficient under
5 RCW 59.18.057(1) and Plaintiff cannot maintain the instant unlawful detainer action on such a
6 deficient notice.

7 36. Plaintiff argued at the show cause hearing on DATE that, because it was only alleging one
8 month of rent was unpaid in its predicate notice, that it was not required to list the month(s) for
9 which rent was purportedly owing. There is nothing in the RLTA or caselaw that supports this
10 position. The Legislature was explicit in its requirement that, regardless of the number of months
11 allegedly owing, a landlord must list the specific months for which rent was unpaid and how much
12 in each of those specific months was purportedly owing. Even the actual language used by the
13 Legislature makes this clear: RCW 59.18.057(1) requires that a landlord “list month(s)” for which
14 rent is allegedly owing. If the Legislature had intended to make this requirement only applicable
15 to pay-or-vacate notices that listed multiple months it would have i) made such differentiation
16 explicit in RCW 59.18.057 and ii) not used inclusive “month(s)”. The term “month(s)” includes
17 one or more months, meaning that even if only one month of rent was purportedly owing at the
18 time of issuance of a pay-or-vacate notice, Plaintiff was required to list that specific month
19 explicitly in its predicate notice. Plaintiff failed to do so and as a result failed to comply with RCW
20 59.18.057. As a result, Plaintiff served a substantively deficient 14-day predicate notice and cannot
21 maintain the instant action on such notice.

22 **b. Plaintiff’s 14-day Notice is Substantively Deficient Because the Amount**
23 **Demanded by the Notice was *not* a “Good Faith Estimate” of Rent Owing.**

1 37. At the show cause hearing on May 6, 2026, Plaintiff admitted on the record that the amount
2 on the 14-day notice it alleged was owing was incorrect. It argued instead that, under the *Foisy v.*
3 *Wyman* case it was only required to list a “good faith estimate” of the rent allegedly owing.
4 Defendant rejects this argument for two main reasons: first, the Foisy case was decided in 1973,
5 the same year the very first version of the Residential Landlord Tenant Act, Chapter RCW 59.18,
6 was passed by the Legislature, RCW 59.12.030(3) required 3-day’s notice for pay-or-vacate
7 notices, RCW 59.18.650 was not passed until 2019, and RCW 59.18.057 was not passed until
8 2021. Second, even if this Court adopts the out-of-date reasoning relied on by the Foisy Court, i.e.
9 that a landlord must only give a “good faith estimate” for the amount of rent purportedly owing, it
10 cannot find that Plaintiff’s 14-day predicate notice has a “good faith estimate” of the rent owing at
11 the time of issuance of the pay-or-vacate notice.

12 38. In 1973, the *Foisy* court held that substantial compliance was sufficient for form
13 requirements of pay-or-vacate notices. Notably, at the time of this decision, there were no form
14 requirements established for pay-or-vacate notices under the UDA or RLTA. In fact, the *Foisy*
15 court explicitly based its rationale that substantial requirements with “form requirements” was
16 sufficient on the fact that the statutes governing unlawful detainer actions did not prescribe any
17 form requirements. *Foisy v. Wyman*, 83 Wn.2d 22, 32, 515 P.2d 160, 166 (1973) (“[W]e have
18 never adopted the strictest rule of construction as to the form or contents of such notices under our
19 unlawful detainer statutes, *chiefly for the reason, doubtless, that the statutes prescribe no form.*”)
20 (emphasis added). When the Foisy court was decided, the Supreme Court of Washington had no
21 explicit guidance or prescription from the Legislature about form requirements for pay-or-vacate
22 notices. This Court, understanding that *substantial* changes to the RLTA have occurred in the last
23 53 years, including specifically the enactment of RCW 59.18.057, must give effect to the statutes

1 passed subsequently by the Legislature. The Legislature explicitly passed a statute that does
2 prescribe a very specific form, which requires pay-or-vacate notices to include specific prescribed
3 information. While there are portions of the opinion of the *Foisy* case that still have effect, the case
4 was decided prior to passing of any statutes prescribing form requirements of pay-or-vacate notices
5 in unlawful detainer actions.

6 39. Because the Legislature passed RCW 59.18.057 prescribing these requirements explicitly,
7 and because the RLTA is a remedial statute in derogation of the common law that must be strictly
8 construed in favor of tenant-defendants, this Court must find that Plaintiff's failure to list the specific
9 month for which rent was owing, for an amount substantially different than what it admitted at the
10 show cause hearing was actually owing, this Court should find that Plaintiff's notice is deficient,
11 does not strictly or substantially comply with RCW 59.18.057, and as a result, Plaintiff cannot
12 maintain this action on such a deficient predicate notice and this Court must dismiss this action.

13 40. Even if this Court somehow finds that the outdated rationale of the *Foisy* court still applies
14 in the instant case, notwithstanding the Legislature's enactment of RCW 59.18.057, Defendant
15 vehemently disputes that the amount Plaintiff demanded in its predicate notice was neither accurate
16 nor a "good faith estimate" of the amount purportedly owing at the time of issuance of the predicate
17 notice. It is undisputed that Defendant did not owe \$3,100.00 on January 9, 2026 when Plaintiff
18 purportedly served its predicate pay-or-vacate notice; Plaintiff's counsel admitted as much on the
19 record at the show cause hearing on May 6, 2026. Plaintiff argued instead that, because the \$3,100
20 was a "good faith estimate" of the rent then owing, that its pay-or-vacate notice substantially
21 complied with the statutory requirements of the RLTA and was sufficient to predicate the instant
22 unlawful detainer action on; the Court should eschew this argument given the record before the
23 Court.

1 41. It is a well-established fact that a landlord may reject partial payment of rent once it issues
2 a pay-or-vacate notice; simply put, a landlord is not required to accept payment from a tenant when
3 the amount is less than what is demanded by a pay-or-vacate notice. This Court, relying exclusively
4 on the *Foisy* case, indicated that it believed that Defendant could have tendered a different amount
5 than what was demanded by the pay-or-vacate notice. *Foisy*, 83 Wn.2d at 33 (“It appears that the
6 plaintiff’s demand for rental in the notice was in conformity with his *good faith determination* as
7 to the amount of rental due, and that the defendant was not prejudiced as he could have tendered
8 to the plaintiff the amount of rental due according to his understanding of the agreement.”).
9 Notably, the *Foisy* court was dealing with different factual circumstances which heavily involved
10 the plaintiff-landlord’s breach of the implied warranty of habitability. *Id.* (“In tendering the amount
11 due to the plaintiff, of course, he would deduct that amount due which he believed he was relieved
12 from paying due to the landlord’s breach of his implied warranty of habitability.”). Defendant
13 argues first that Plaintiff’s demand for \$3,100 was not a “good faith determination” of the rent due
14 and owing at the time of the predicate notice, and second that Defendant was required explicitly
15 to tender the full amount demanded or else vacate pursuant to the actual language of the predicate
16 pay-or-vacate notice. Plaintiff was not legally required to accept anything less than the full amount
17 demanded by its predicate pay-or-vacate notice, and Defendant didn’t have an option to simply
18 “tender whatever amount Defendant thought was accurate”. Plaintiff’s notice demanded that
19 Defendant pay \$3,100 or else vacate the subject premises by January 28, 2026. The notice did not
20 give Defendant an option to instead “pay whatever Defendant thinks is owing”. A pay-or-vacate
21 notice gives a tenant one of two options: i) pay the amount demanded by the notice, or ii) vacate
22 the premises. Those are the options that Plaintiff’s notice gave Defendant, and the amount is
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1 undisputedly incorrect and cannot be considered a “good faith determination” of the rent owed by
2 Defendant.

3 42. Plaintiff’s demand that Defendant pay \$3,100 or else vacate the subject premises cannot
4 be considered a “good faith determination” of the rent that was then owing. As a starting point,
5 Plaintiff’s counsel admitted on the record at the show cause hearing on May 6, 2026 that this
6 amount was completely incorrect. Both counsels referenced and pointed this Court to review of a
7 document that indicated Defendant’s rent for the month of January 2026 was prorated because
8 Defendant did not actually start living at the subject premises until well into the month of January
9 2026. See Declaration, Sub# 13 at *3-5.

10 43. Beyond Plaintiff’s own admission that its demand for \$3,100 was inaccurate and did not
11 reflect the amount of rent that was actually owing at that time, this Court should also eschew
12 Plaintiff’s argument that this demand for rent was a “good faith determination” of the rent then
13 owing. An agent for Plaintiff signed an agreement between the Parties that indicated that rent for
14 the month of January 2026 was supposed to be prorated. However, even more informative for this
15 Court in determining whether the \$3,100 was a “good faith determination” is the fact that Plaintiff
16 itself credited Defendant \$500.00 on January 19, 2026 which was during the 14-day notice period
17 of its predicate pay-or-vacate notice. *See Attachment, Sub# 32 at *2.* While Defendant argues that
18 even this credit was an inaccurate reflection of what the prorated amount for January 2026,
19 Defendant also argues that this is explicit evidence that Plaintiff i) was or became aware that the
20 \$3,100 was inaccurate and not actually owing at the time of its issuance of the notice, and ii) that
21 Plaintiff took no action to remedy this issue although it was aware of it. Plaintiff, realizing that it
22 served Defendant an erroneous, deficient pay-or-vacate notice, was required to remedy this
23 situation by serving Defendant an accurate pay-or-vacate notice that actually reflected what it
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1 knew to be the correct amount. It failed to do so, sneakily credited Defendant \$500.00 without any
2 communication or notice to Defendant and is still trying to proceed with the instant unlawful
3 detainer predicate on this erroneous, inaccurate notice.

4 44. The instant case is further distinguishable from the *Foisy* case because even at trial the
5 plaintiff-landlord in the *Foisy* case maintained that it had a good faith belief that the amounts in its
6 predicate pay-or-vacate notice were accurate. That simply is not the case here. In the instant case,
7 Plaintiff admitted at a show cause hearing that it was aware that the amount demanded by its pay-
8 or-vacate notice was inaccurate, but that it chose to proceed with the action anyways. This issue
9 and differentiation is furthered by the fact that Plaintiff's own actions, i.e. silently crediting
10 Defendant's ledger \$AMOUNT during the notice period, is evidence that the demand for the
11 \$3,100 was not in good faith. Simply put, Plaintiff could have taken *any* action to indicate to
12 Defendant that the \$3,100 was inaccurate and to clarify what amount was actually purportedly
13 owing in January 2026; instead, Plaintiff took no action even with the knowledge that it served
14 Defendant an inaccurate, erroneous pay-or-vacate notice. This Court cannot find that Plaintiff's
15 demand for \$3,100 was a "good faith determination" of the rent allegedly owing at the time of
16 service of its predicate pay-or-vacate notice. For the aforementioned reasons, this Court cannot
17 find that Plaintiff complied with RCW 59.18.057 or that its demand for \$3,1000 was a "good faith
18 determination" of the rent then owing. Additionally, Defendant will testify at trial that other actions
19 and behavior by Plaintiff's agents further indicate that Plaintiff was not operating in good faith as
20 required by RCW 59.18.020.

21 **C. Plaintiff Cannot Produce Competent Evidence of a Rental Agreement as Required to**
22 **Maintain the Instant.**
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1 45. To prove its prima facie case in the instant unlawful detainer action, Plaintiff is required to
2 produce competent evidence of a rental agreement between the Parties which Defendant
3 purportedly violated. As summarized supra, one of the most basic elements that a landlord must
4 prove with competent evidence is the existence of a rental agreement. In the instant case, Plaintiff
5 purports to rely on two documents to prove the existence of a rental agreement between the Parties:
6 i) an “intent to rent” agreement that was purportedly signed on December 24, 2025 by Defendant
7 and December 26, 2025 by an agent of Plaintiff, and ii) a lease agreement purportedly signed by
8 Defendant on January 7, 2026. See Declaration, Sub# 13 at *3-22. The latter appears to only have
9 been signed by Defendant; neither Plaintiff nor any agent of Plaintiff appears to have signed this
10 “lease agreement”. *Id.*

11 **a. The “Intent to Rent” agreement is not a Rental Agreement**

12 46. Plaintiff attempted to rely on the “intent to rent” agreement it filed in the instant unlawful
13 detainer case as evidence that there was a rental agreement between the Parties. Unfortunately for
14 Plaintiff, the “intent to rent” agreement is not in fact a rental agreement under state or local Seattle
15 law. Further, the “intent to rent” agreement is not even an agreement between Plaintiff,
16 REDACTED, and Defendant Sasan Keyhani.

17 47. Under the RLTA, a rental agreement is defined as “all agreements which establish or
18 modify the terms, conditions, rules, regulations, or any other provisions concerning the use and
19 occupancy of a dwelling unit.” RCW 59.18.030(30). Under SMC 22.204.190.C. a rental agreement
20 is define as “an agreement, oral or written, relating to the use and occupancy of a building, structure
21 or premises.” While the “intent to rent” agreement purportedly sets out certain payment
22 requirements for a future rental agreement, it does not actually set out the terms and conditions for
23 renting the subject premises. *See* Declaration Sub# 13 at *3-5. Notably, this “intent to rent
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1 agreement” also is not signed by Plaintiff, REDACTED, and there is no indication who the
2 person “Lilly Allen” is in legal relation to the instant unlawful detainer action; there is no
3 indication that Lilly Allen’s signature is legally binding on Plaintiff in relation to this purported
4 tenancy or any subsequent rental agreement. The “intent to rent agreement” indicates that “A
5 copy of our lease is attached. Your lease *will* look substantially similar.” *Id.* at *2 (emphasis
6 added). Clearly, whatever document purporting to be the lease was not the same document as is
7 attached as the next pages to the “intent to rent” agreement filed by Plaintiff. The “intent to
8 rent” also has a list of websites, each of which has information and resources required by
9 Seattle Municipal Code in any and all residential rental agreements; however, none of the
10 required information is actually included in Plaintiff’s filing or is attached to the “intent to
11 rent” agreement. *Id.* at *3. Simply put, the “intent to rent” agreement is not a rental agreement.
12 Notably, the “intent to rent” agreement is the document filed by Plaintiff which Plaintiff itself
13 referenced to indicate that Defendant’s rent was supposed to be prorated for the month of
14 January 2026. Defendant argues supra that the \$3,100 was inaccurate, which Plaintiff admitted
15 on the record, but further, Defendant also argues that the “intent to rent” agreement is not a lease
16 under state or local law controlling residential tenancies and is not competent evidence of a
17 rental agreement.

in the Rental Agreement Plaintiff Filed is not an Enforceable Rental Agreement

under the RLTA or Seattle Municipal Code.

19 48. Plaintiff filed and relies on a purported rental agreement whose term begins on January 9,
20 2027 and ends on January 9, 2027. See Declaration, Sub# 13 at *6. The same rental agreement
21 also indicates that rent is due on the first of the month every month. The same rental agreement
22 also is only unilaterally signed by Defendant, Mr. Keyhani, although the landlord/owner listed on
23 the rental agreement is Plaintiff, REDACTED. This rental agreement does evidence mutual

1 assent; it was offered by Plaintiff and signed and initialed by only Defendant. The rental
2 agreement's terms are unambiguous and must therefore be adjudged based on the contents of the
3 four corners of the document. To the extent that this Court finds that it is ambiguous, any ambiguity
4 must be strictly construed against the drafter, which appears to be an agent of Plaintiff; Defendant
5 certainly did not draft that rental agreement document.

6 49. Generally, for a contract to exist under Washington law, there must be mutual assent on
7 the essential terms of the agreement; such mutual assent is manifested in the formation of the
8 contract based upon the offer and acceptance thereof. *Garza v. Perry*, 25 Wash. App. 2d 433, 523
9 P.3d 822 (Div. 1 2023) (trial court properly held that mutual release provision in settlement
10 agreement between driver and injured parties assenting to covenant judgment did not constitute
11 offer to insurer nor did insurer's response constitute acceptance). Acceptance of an offer completes
12 the manifestation of mutual assent. *Id.*; Restatement Second, Contracts § 35 (1981). In the instant
13 case, Plaintiff made an explicit offer to Defendant in the form of a written rental agreement, and
14 Defendant initialed and signed such a document evidencing acceptance.

15 50. The parol evidence rule only applies to writings intended by the parties to be a final
16 expression of their agreement, i.e., an "integration." An integrated writing is one adopted by the
17 parties as the final and complete expression of the agreement. *King v. Rice*, 146 Wash. App. 662,
18 191 P.3d 946 (Div. 1 2008); *Lopez v. Reynoso*, 129 Wash. App. 165, 118 P.3d 398 (Div. 3 2005).
19 In cases where the parties have developed a written document evidencing their agreement, which
20 is both complete and reasonably specific, and which reasonably appears to be a complete contract,
21 it is presumed to be an integrated agreement unless other evidence establishes that the writing does
22 not, in fact, comprise a final and complete expression of the agreement between the parties.
23 Restatement (Second) of Contracts § 209 (1981).

1 51. In any landlord tenant relationship, a landlord has specific duties enumerated by RCW
2 59.18.060. Specifically, RCW 59.18.060(15) requires landlords with the capacity to sue for
3 unlawful detainers to: “[d]esignate to the tenant the name and address of the person who is the
4 landlord by a statement on the rental agreement or by a notice conspicuously posted on the
5 premises. The tenant shall be notified immediately of any changes in writing, which must be either
6 (a) delivered personally to the tenant or (b) mailed to the tenant and conspicuously posted on the
7 premises.” Failure to provide this information as required by statute is another per se violation of
8 a required landlord duty under the RLTA.

9 52. In the instant case, Plaintiff appears to argue that the “intent to rent” agreement was an
10 integrated writing or should supplement the contradictory terms in the rental agreement it offered
11 to Defendant. For a variety of reasons, this Court should ignore the “intent to rent” agreement as
12 parol evidence that is inappropriate to consider. The “intent to rent” agreement may have
13 evidenced some intent by the parties to reach a contractual rental agreement, but the contract
14 certainly was not a complete contract as it contained nearly none of the actual contractual
15 obligations enumerated by the rental agreement. It also did not contain any of the information or
16 resources required by Seattle Municipal Code. Thus, it clearly was not the “complete agreement”.
17 It was also not the “final expression of the agreement” as even the “intent to rent” agreement itself
18 indicated that a rental agreement would be forthcoming in the future, in writing, after the “intent
19 to rent” agreement was signed in late December 2025. Again, the rental agreement was signed on
20 January 7, 2026 and only by Defendant. Generally, under Washington’s “parol evidence rule”
21 when a written contract is intended to be the final and complete agreement between parties to the
22 contract, neither part may introduce prior agreements to contradict or change the the clear terms
23 of the written contract.

1 53. While Washington utilizes a highly “contextual approach” to contract interpretation, as
2 opposed to a “strict four corners approach” utilized by other states, the result in the instant case is
3 the same regardless of what type of interpretation is used. Regardless of whether a partially
4 integrated contract or a contract with an ambiguous terms was before this Court, “extrinsic
5 evidence to prove omitted but not inconsistent terms, or to determine the intent of the parties.”
6 *Berg v. Hudesman*, 115 Wn.2d 657, 662, 801 P.2d 222, 226 (1990). That said, if there are
7 inconsistent terms proposed by extrinsic evidence, they cannot be used to prove the intent of the
8 Parties in contracting an agreement, especially a fully integrated one. In the instant case, the terms
9 of the rental agreement offered by Plaintiff and accepted by Defendant are neither ambiguous nor
10 informed by anything in the “intent to rent” agreement.

11 54. Plaintiff may argue that this “intent to rent” agreement may inform what the intent in the
12 instant agreement was given that Plaintiff has repeatedly argued that the dates and terms of the
13 rental agreement were entered by “mistake”. While Defendant does admit that “mistake” could
14 potentially form the basis for consideration of extrinsic evidence, Defendant also asserts that this
15 is only the case when the terms are ambiguous. Plaintiff admitted on the record at the show cause
16 hearing on DATE that the only mistake to the rental agreements terms related to the date of tenancy
17 were a single number, namely that the term of the rental agreement was supposed to be from
18 January 9, 2026 to January 9, 2027. Even if this Court decides to consider that extrinsic evidence
19 of “mistake” it unfortunately also means that Plaintiff failed to strictly comply with a “time
20 requirement”, which is another fatal flaw to its unlawful detainer action. If Defendant’s term began
21 on January 9, 2026 and Plaintiff served the pay-or-vacate notice on January 9, 2026, Plaintiff
22 served the notice on the first possible date that rent could be due under the integrated rental
23 agreement contract. It was premature and as a result failed to strictly comply with a “time
24

1 requirement” for bringing the instant action. As a result, and regardless of how this Court lands on
2 interpretation of these extremely confusion set of circumstances, this Court should find that
3 Plaintiff has failed to carry its burden and likely has failed to comply with time requirements the
4 result of which must be the dismissal of the instant action. While Defendant argues first for
5 dismissal with prejudice, the dismissal could also be without prejudice depending on which of the
6 several bases this Court rules in Defendant’s favor in relation to.

7 **V. CONCLUSION**

8 Based on the foregoing facts, taken together with the arguments and the legal authority cited
9 herein, the Defendant respectfully requests that this Court dismiss the instant unlawful detainer
10 action and grant Defendant’s request for an Order of Limited Dissemination in the instant action.

11 DATED this 2nd day of June 2026.

12 Respectfully submitted,

13
14 /s/ Sebastian R Stockpyle
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