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SUPERIOR COURT  
THURSTON COUNTY, WA

2017 FEB 27 PM 1:09

Linda Myhre Enlow  
Thurston County Clerk

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17-2-00893-34  
CMP  
Complaint  
1079424



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

SCOTT CREELEY,  Plaintiff,  vs.  WILLIAM R MCMULLEN, FRANKIE DALEANN KNOX, and THOMAS MCMULLEN  Defendants.
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17-2-00893-34

Cause No.

COMPLAINT FOR UNLAWFUL  
DETAINER

COMES NOW Plaintiff, by and through their attorney ALAN J. WERTJES, and allege as follows:

1. Plaintiff owns the property located at 8316 James Road SW, Rochester, Washington (the "Premises").
2. On or about January 3, 2015, Plaintiff, and Defendants executed a Residential Lease for the Premises (the "Rental Agreement", a copy of which is attached as Exhibit A). Defendants are tenants under the Residential Lease.
3. Under the terms of the Residential Lease, Defendants agreed to pay rent to Plaintiff for the Premises in the amount of \$1,325.00 per month with additional fee of \$25.00 per month for a

1 refrigerator charge.

2 4. On February 20, 2017, Plaintiff served on Defendants a three (3) day notice to pay rent  
3 or vacate. (A copy of the notice is attached as Exhibit B.)  
4

5 5. Defendants did not pay the amount set forth in the three day notice. As a result,  
6 Defendants have lost any right to occupy the Premises.

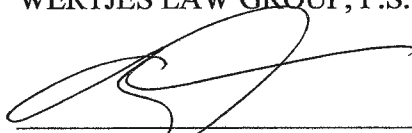
7 6. In addition, under the Residential Lease, Defendants are liable for all legal fees and costs  
8 incurred by Plaintiff associated with Defendant's breach of their lease obligations.  
9

10 WHEREFORE, Plaintiffs pray for the following relief:

- 11 1. For rent past due;  
12 2. For the refrigerator monthly charges;  
13 3. For late fees;  
14 3. For restitution of the Premises;  
15 4. For Plaintiffs' reasonable attorney's costs and fees incurred herein; and  
16 5. For such other and further relief as the court deems just and equitable.  
17

18 DATED this 27 day of February, 2017.

19  
20 WERTJES LAW GROUP, P.S.

21 

22 Alan J. Wertjes, WSBA No. 29994  
23 Attorney for Plaintiff  
24  
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28

**Washington  
Residential Lease Agreement**

This Lease Agreement (the "Agreement") is made and entered on January 03, 2015 (the "Effective Date") by and between Scott Creeley (the "Landlord") and the following tenants:

William R McMullen  
Frankie Daleann Knox

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

**1. Property.** Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant a house with 3 bedrooms and 2 bathrooms, located at 8316 James Rd SW, Rochester, Washington 98579 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

**2. Term.** This Agreement will begin on January 04, 2015 (the "Start Date"), and will continue from that date as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. Landlord may terminate the tenancy by giving written notice as provided by law.

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate as specified above. All other terms and conditions of this Agreement will remain in full force and effect.

**3. Management.** The Tenant is hereby notified that Scott Creeley is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact Scott Creeley by one of the methods below:

**Address:** 8421 Estate Ln SW, Olympia, Washington 98512

**Telephone:** 760-224-6334

**Email:** \_\_\_\_\_

**4. Rent.** Tenant will pay to Landlord rent in the amount of **\$1,325.00** (the "Rent"), payable in advance on the 3rd day of each month, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

**Payments should be sent to:**



Payment address: 8421 Estate Ln SW, Olympia, Washington 98512, or at such other place as Landlord may designate from time to time.

**Payments can be made by using one of the following methods of payment:**

Acceptable forms of payment:

- Personal check
- Money order
- Cashier's check

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. Rent payments for any partial month will be pro-rated at the rate of 1/30th of the monthly rent payment per day.

Landlord will give Tenant a written receipt within two business days for all monies paid.

**5. Security Deposit.** At the time of signing this Agreement, Tenant must pay to Landlord a security deposit in the amount of **\$1,325.00** (the "Security Deposit"). Landlord may use therefrom such amounts as are reasonably necessary to remedy Tenants' default in the payment of rent, repair damages to the Property exclusive of ordinary wear and tear, and to clean the Property if necessary. In accordance with RCW 59.18.270, the Security Deposit will be deposited in a trust account at the following Washington financial institution:

**Bank name:** WSECU

**Bank address:** 575 Trosper Rd SW ste 104, Tumwater, Washington 98512.

At the end of the tenancy, Tenant will provide Landlord with a forwarding address to which any refund will be sent with a written list of reasons why Landlord retains any portion of the deposit. Landlord and Tenant agree an Inventory and Inspection Checklist (attached hereto) is required to collect a deposit per RCW 59.18.260. The Inventory and Inspection Checklist will be used to determine the refund of the Security Deposit at the end of the tenancy.

In accordance with RCW 59.18.280, Landlords itemized statement for retaining any of the deposit, together with any deposit will be sent to Tenants forwarding address with 14 days after the termination of this Agreement and vacation of the Property.

**6. Non-Sufficient Funds.** Tenant will be charged a monetary fee of \$40.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement (if any). All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Agreement.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three (3) returned checks in any 12 month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

**7. Late Payments.** In the event that any payment required to be paid hereunder by Tenant is not made within 15 days of when due, Tenant will pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \$75.00.

**8. Failure to Pay.** Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

**9. Occupants.** The only persons who may live on the Property during the term of this Agreement are:

- William R McMullen
- Frankie Daleann Knox
- \_\_\_\_\_

Tenant may have guests on the Property for not over 5 consecutive days or 10 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 5 consecutive days or more than 10 days in any calendar year will NOT be considered original occupants of the Property. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 5 consecutive days or 10 days in a calendar year.

**10. Possession.** Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**11. Use of Property/Absences.** Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

**12. Appliances.** The following appliances will be provided by Landlord:

- Stove
- Dishwasher
- Microwave oven
- Refrigerator will be provided for a rental of \$25.00 per month. If it is not paid for at time rent is due, it will be removed from the property.

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

**13. Storage.** Tenant will be allowed use of the following additional storage:

2 car detached garage

Tenant will store only personal property Tenant owns, and will not store property claimed by another or in which another has any right, title or interest. Tenant will not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Landlord will not be liable for loss of, or damage to, such stored items.

**14. Parking.** This Agreement does not include or provide for parking spaces for motor vehicles or motorcycles anywhere in or about the Property.

**15. Roof/Fire Escapes.** Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

**16. Pets.** Tenant is not allowed to keep any animals or pets on or about the Property without Landlord's prior written consent, except for the following:

**Number of pets allowed: 2**

**Type of pets allowed:**

- Dog

**Weight limit for each pet: No pets larger than 50 lbs.**

**17. Keys and Locks.** Tenant will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

**18. Smoking.** Smoking is prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Property due to Tenant or Tenant's visitors or guests smoking in or on the Property. Any violation of this policy will be seen as a breach of this Agreement and Landlord will be entitled to all remedies allowable by law including eviction.

**19. Smoke Detectors.** Landlord has provided Tenant with functional smoke detectors. All smoke detectors have been checked and are operational.

Tenant must maintain all smoke detectors, including battery replacement. Tenant will not tamper with or otherwise disable smoke detectors, or Tenant may face a fine up to \$200 under RCW 43.44.110/WAC 212.10.050. Tenant must check smoke detectors monthly and report any problems to Landlord. Tenant may be liable for damages if he or she has not maintained smoke detectors.

**20. Maintenance.** Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability, except that Tenant will be responsible for the following:

- Sidewalk and/or driveway
- Yard areas

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry.

**21. Repairs.** The Tenant must notify the Landlord of all damages and defects known to or discovered. This notification is for the Landlord's information only. The Landlord is not obligated to repair the damage or defect unless obligated to repair under Washington Residential Landlord-Tenant Act of 1973.

**22. Deductions in Rent.** Unless the Landlord has agreed in writing or is required by the Washington Residential Landlord-Tenant Act of 1973, the Tenant cannot offset, reduce or claim a credit in rent for Tenant's actual or imputed costs of labor or materials for repairs, maintenance, alterations, improvements, or other work done to the property; and Landlord is not required to remit payment, compensate or otherwise reimburse the Tenant.

**23. Utilities and Services.** Tenant will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits required.

**24. Water-Heater.** Pursuant to RCW 19.27, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water heater within a rental dwelling be set no higher than 120 degrees Fahrenheit. Resident acknowledges that, if accessible, Resident has inspected the hot-water heater and to the best of Resident's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

**25. Default.** Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action will be added to Tenant's financial obligations under this Agreement. All sums of money or charges required to be paid by Tenant under this Agreement will be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**26. Termination upon Sale of Property.** Notwithstanding any other provision of this Agreement, Landlord may terminate this Agreement upon 30 days' written notice to Tenant that the Property has been sold.

**27. Military Termination.** In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

**28. Condition of Property.** Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenable condition.

**29. Alterations and Improvements.** Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

**30. Hazardous Materials.** Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.



**31. Lead Disclosure.** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. Federal law requires that tenants and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Landlord has provided Tenant with such information, including, but not limited to, the EPA booklet entitled *Protect Your Family from Lead in Your Home*.

**32. Damage to Property.** If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

**33. Landlord Access to Property.** Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, forty eight (48) hour written notice will be deemed reasonable. This is in accordance with RCW 59.18.150.

**34. Indemnity Regarding Use of Property.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

**35. Accommodation.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenants responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

**36. Compliance with Regulations.** Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**37. Statutory Obligations.** Tenant's obligations can be found in RCW 59.18.130. Landlord's obligations can be found in RCW 59.18.060.

**38. Mechanics Liens.** Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

**39. Subordination of Lease.** This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

**40. Assignment and Subletting.** Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

**41. Notice.** Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

**Landlord:**

Scott Creeley  
8421 Estate Ln SW, Olympia, Washington 98512

**Tenant:**

William R McMullen  
Frankie Daleann Knox  
8316 James Rd SW, Rochester, Washington 98579

Such addresses may be changed from time to time by any party by providing notice as set forth above.

**42. Attorney's Fees.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Property, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

**43. Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Washington. The arbitrators award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Washington.

**44. Governing Law.** This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Washington.

**45. Waiver and Severability.** The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

**46. Time of Essence.** Time is of the essence with respect to the execution of this Lease Agreement.

**47. Estoppel Certificate.** Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**48. Entire Agreement.** This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

**49. Application.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's

## Lease Agreement Inventory & Inspection Checklist

**Address:** 8316 James Rd SW, Rochester, Washington 98579

Tenant has inspected the Property and states that the Property is in satisfactory condition, free of defects, except as noted below:

	Satisfactory	Comments
<b>Kitchen</b>		
Cupboards	<del>Good</del> OK	above the mic is loose
Floor ceiling	<del>Good</del> OK	few skuff marks
Walls and ceiling	<del>Good</del> OK	white mark on the wall
Counter surfaces	Good	
Stove and oven	Good	
Refrigerator	Good	
Garbage disposal	Good	
Windows	Good	
Doors	<del>Good</del> OK	hole in master door, and the trim
Light fixtures	<del>Good</del> OK	one is out
<b>Living Room</b>		
Floor covering	Good	
Walls and ceiling	Good	
Windows	Good	
Doors	Good	
Light fixtures	Good	
<b>Bathroom</b>		
Floor covering	<del>Good</del> OK	there is stain stain
Walls and ceiling	Good	
Shower and tub	Good	
Toilet	Good	
Plumbing fixtures	Good	
Windows	Good	
Doors	Good	
Light fixtures	Good	
Sink	Good	
Vanity	Good	

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**Bedroom**

Floor covering	_____	_____
Walls and ceiling	_____	_____
Closet	_____	_____
Windows	_____	_____
Doors	_____	_____
Light fixtures	_____	_____

**Tenant:**

By:  Date: \_\_\_\_\_  
William R McMullen

**Tenant:**

By:  Date: 01-3-2015  
Frankie Daleann Knox

**Acknowledged by Landlord:**

By:  Date: 1-3-2015  
Scott Creeley

## Washington Department of Health Mold - Frequently Asked Questions

### **Mold**

#### **What are molds?**

Molds are tiny microscopic organisms that digest organic matter and reproduce by releasing spores. Molds are a type of fungi and there are over 100,000 species. In nature, mold helps decompose or break-down leaves, wood and other plant debris. Molds become a problem when they go where they are not wanted and digest materials such as our homes.

#### **What makes molds grow in my home?**

Mold enters your home as tiny spores. The spores need moisture to begin growing, digesting and destroying. Molds can grow on almost any surface, such as wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. The mold grows best when there is lots of moisture from a leaky roof, high humidity, or flood. There is no way to get rid of all molds and mold spores from your home. But you can control mold growth by keeping your home dry.

#### **Can I be exposed to mold?**

When molds are disturbed, they release spores into the air. You can be exposed by breathing air containing these mold spores. You can also be exposed through touching moldy items, eating moldy food or accidental hand to mouth contact.

#### **Do molds affect my health?**

Most molds do not harm healthy people. But people who have allergies or asthma may be more sensitive to molds. Sensitive people may experience skin rash, running nose, eye irritation, cough, nasal congestion, aggravation of asthma or difficulty breathing. People with an immune suppression or underlying lung disease, may be at increased risk for infections from molds.

A small number of molds produce toxins called mycotoxins. When people are exposed to high levels of mold mycotoxins they may suffer toxic effects, including fatigue, nausea, headaches, and irritation to the lungs and eyes. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

#### **When is mold a problem?**

You know you have mold when you smell the "musty" odor or see small black or white specks along your damp bathroom or basement walls. Some mold is hidden growing behind wall coverings or ceiling tiles. Even dry, dead mold can cause health problems, so always take precautions when you suspect mold.

Mold is often found in areas where water has damaged building materials and furniture from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Mold often grows in rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

### **When should I sample for mold?**

You don't need to sample for mold because in most cases you can see or smell mold. Even a clean, dry house will have some mold spores, but not enough to cause health problems. If you smell mold it may be hidden behind wallpaper, in the walls or ceiling, or under the carpet. If you suspect you have hidden mold be very careful when you investigate, protect yourself from exposure in the same manner as you would for a clean-up. See the chart below.

### **Can I control mold growth in my home?**

Yes you can. Dry out the house and fix any moisture problems in your home:

- Stop water leaks, repair leaky roofs and plumbing. Keep water away from concrete slabs and basement walls.
- Open windows and doors to increase air flow in your home, especially along the inside of exterior walls. Use a fan if there are no windows available.
- Make sure that warm air flows into all areas of the home. Move large objects a few inches away from the inside of exterior walls to increase air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Use heavy plastic to cover earth floors in crawl spaces.
- Clean and dry water damaged carpets, clothing, bedding, and upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly to remove mold spores.
- Check around your windows for signs of condensation and water droplets. Wipe them up right away so mold can't start to grow.

### **What can I use to clean up mold?**

Clean up mold and take care of the problem by following the advice above to keep your home dry and keep mold out. Act fast! Mold damages your home as it grows. Clean it up as soon as possible.

### **Size the Moldy Area**

Decide if you have a large or small area of mold. A small area is less than about ten square feet, or a patch three feet by three feet square. To clean a small area, follow the advice below. You may use a cotton face mask for protection.

If you have a lot of mold damage (more than ten square feet) consider hiring a cleaning professional. If the moldy area has been contaminated by sewage or is in hidden places, hire a professional. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.

### Use Protection

Wear goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should wear an Occupational Safety and Health Administration (OSHA) approved particle mask.

### Seal the Area

Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.

### Remove Items

Remove all your furnishings to a mold-free area. Clean the surrounding moldy area then follow cleaning directions below for the items you removed and the new space.

### Bag Moldy Trash

Bag all moldy materials and tie off the top of the bag. Bring them outdoors and place in your garbage container right away.

### Scrub Surfaces

- First wash with a mild detergent solution, such as laundry detergent and warm water. Allow to dry.
- (Optional step) Then wipe with a solution of 1/4 cup bleach to one gallon of water. Wait 20 minutes and repeat. Wait another 20 minutes.
- Last apply a borate-based detergent solution and don't rinse. This will help prevent mold from growing again. A borate-based laundry or dish washer detergent has "borate" listed on the ingredients label.

### Clean and Wash

Give the entire area a good cleaning, vacuum floors, and wash any exposed bedding or clothing.

### Monitor

Check regularly to make sure mold has not returned to the clean-up area.

### **What cleans moldy furniture and other items?**



- For wood, metal, plastic, glass, ceramics, and other objects that don't absorb water but are washable - wipe them with a solution of lukewarm water and laundry detergent.
- For clothes, bedding, and other materials that absorb water and are washable - wash them in the laundry.
- For beds, sofas, and other furniture that absorb water but are not washable - these items may need to be discarded. Or, try to save them by vacuuming well and allowing to air out. If there is no odor it may be okay. Mold can come back, so watch for any mold growth or mold related health problems. Discard the item if you suspect mold is growing inside or outside the item.

### **Should I paint over mold?**

No. Don't paint or caulk over mold. The mold will grow under the paint and the paint will peel.

### **I'm a renter or landlord, what help can you provide for a mold problem?**

Mold problems in buildings are a result of water and moisture problems. Excess moisture comes from leaks or condensation. Tenants and landlords both have responsibilities for addressing water and moisture problems that can cause mold. Generally, fixing leaks is the landlord's responsibility and reducing condensation is the renter's responsibility. See our mold resources for renters and landlords.

### **Who are my local contacts for more information about mold?**

In Washington, you can contact your local county health department for more information about mold. If you live outside of Washington State, try contacting your county or state health department.

**Lease Agreement**  
**Disclosure of Information on Lead-Based Paint**  
**or Lead-Based Paint Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

**Landlord's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) FK Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

(ii) X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i) FK Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):  
\_\_\_\_\_

(ii) X Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment (initial)**

(c) FK Tenant has received copies of all information listed above.

(d) FK Tenant has received the pamphlet *Protect Your Family From Lead In Your Home*.

**Agent's Acknowledgment (initial)**

\* The term Agent is defined as any party who enters into a contract with the Landlord, including anyone who enters into a contract with a representative of the Landlord for the purpose of leasing housing.

(e) FK Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

**50. Binding Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.


200  
25  
650

**Receipt**

		Tenant	Landlord
			Initials
	\$ 675	_____	_____
Security Deposit:	<del>\$1,325.00</del>	_____	SEC
Pet Deposit:	\$ 25.00	_____	_____
Prorated rent for the Period:	\$	_____	_____
Prepaid rent for the Period:	\$1,325.00	_____	SEC
<i>January 03, 2015 to February 03, 2015</i>			
Other Charges or Deposits:	\$200.00	_____	_____
<i>one time pet fee \$200.00</i>			
Total Charges Received:	<del>\$2,850.00</del> \$ 2000.00	_____	SEC

**IN WITNESS WHEREOF**, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

**Landlord:**

By:  Date: 01-03-2015  
 Scott Creeley  
 8421 Estate Ln SW  
 Olympia, Washington 98512

**Tenant:**

By:  Date: 1-3-2015  
 William R McMullen

I Scott Creeley received \$2000.00 which is first month rent \$1325  
 The remainder of 675 dollars would be applied to deposit,  
 I William R McMullen owe Scott Creeley \$875.00 to be paid on  
 or before 1-22-15

**Tenant:**

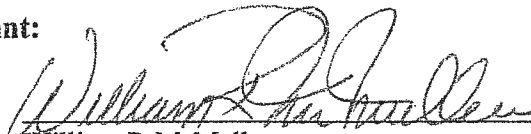
By: Frankie Daleann Knox  
Frankie Daleann Knox

Date: 01-3-2015

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Tenant:**

By:  Date: 1-3-2015  
William R McMullen

**Tenant:**

By:  Date: 01-03-2015  
Frankie Daleann Knox

**Acknowledged by Landlord/Agent:**

By:  Date: 01-03-2015  
Scott Creeley

WA  
USA

**WASHINGTON**

COMMERCIAL  
DRIVER LICENSE



4d LIC# MCMULWR490B0  
 1 MC MULLEN  
 2 WILLIAM ROY  
 3 DOB 01-20-1951  
 4a Iss 07-12-2013  
 8 113 PARK RD  
 WINLOCK WA 98596-9699  
 15 Sex M 16 Hgt 5-11  
 17 Wgt 200 18 Eyes BRN  
 9 Class A 9a End T  
 12 Restrictions C  
 4b Exp 01-20-2018

*William Roy Mullen*

5 DD MCMULWR490B034131935B1418 Rev 09-16-2009

WA  
USA

**WASHINGTON**

DRIVER LICENSE



4d LIC# MCMULTW137PN  
 1 MCMULLEN  
 2 THOMAS WILLIAM  
 3 DOB 10-15-1987  
 4a Iss 01-31-2014  
 6 1206 NW CRYSTAL CT  
 YELM WA 98597-9775  
 15 Sex M 16 Hgt 5-10  
 17 Wgt 200 18 Eyes BLU  
 9 Class 9a End NONE  
 12 Restrictions C  
 4b Exp 10-15-2018

*Thomas William Mullen*

5 DD MCMULTW137PN33140315B1523 Rev 09-16-2009

WA  
USA

**WASHINGTON**

IDENTIFICATION CARD



4d LIC# KNOX\*FD075CL  
 3 DOB 02-13-1993  
 4a Iss 04-05-2012  
 4b Exp 02-13-2017  
 DONOR  
 AGE 21 ON  
 02-13-2014

*Frankie Knox*

1 KNOX  
 2 FRANKIE DALEANN  
 6 6645 DIANN ST NE  
 OLYMPIA WA 98516-9322  
 15 Sex F 16 Hgt 5-01  
 17 Wgt 130 18 Eyes BLU

5 DD KNOX\*FD075CL211206GAD1248 Rev 09-16-2009

**WASHINGTON 3 DAY NOTICE  
TO PAY OR TO VACATE**

Scott Creeley  
8421 Estate Ln SW  
Olympia, WA 98512

William R McMullen  
8316 James Rd SW  
Rochester, WA 98579

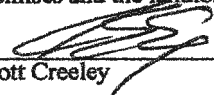
To: William R McMullen  
From: Scott Creeley  
Date of Notice: Feb. 20, 2017  
RE: 8316 James Rd SW

To the above Tenant(s) and all others now in possession of the Leased Premises:

You are hereby notified that you have violated your rental agreement by failing to pay the rent and therefore have the following amount due \$\$3175.00.

You must either pay the amount due in full OR vacate the premises within THREE DAYS after service on you of this notice which is on or before 02/24/2017.

FAILURE TO COMPLY will result in legal proceedings against you, to terminate the lease under which you occupy said premises and the landlord will be entitled to all remedies, relief, and damages allowed by law.

 2/19/17  
\_\_\_\_\_  
Scott Creeley

**SERVICE OF NOTICE**

I hereby certify that a copy of the following Notice was served upon the above named tenant(s) at the above address on the following date: Feb. 20, 2017 by the following means: (check all that apply)

Hand delivered to tenant: William McMullen x   
Print Name Signature

Hand delivered to some person of suitable age and discretion PLUS mailing a copy to the tenant

\_\_\_\_\_  
Print Name Signature

If neither the tenant nor a person of suitable age and discretion is present then posting a copy of the notice in a conspicuous place on the premises PLUS mailing a copy

  
\_\_\_\_\_  
Scott Creeley



**WASHINGTON 3 DAY NOTICE  
TO PAY OR TO VACATE**

Scott Creeley  
8421 Estate Ln SW  
Olympia, WA 98512

Frankie Deleann Knox  
8316 James Rd SW  
Rochester, WA 98579

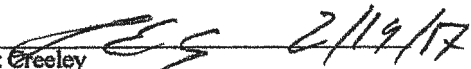
To: Frankie Deleann Knox / Thomas McMullen Grandson  
From: Scott Creeley  
Date of Notice: Feb. 20, 2017  
RE: 8316 James Rd SW

**To the above Tenant(s) and all others now in possession of the Leased Premises:**

You are hereby notified that you have violated your rental agreement by failing to pay the rent and therefore have the following amount due \$\$3175.00.

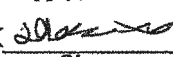
You must either pay the amount due in full OR vacate the premises within THREE DAYS after service on you of this notice which is on or before 02/24/2017.

**FAILURE TO COMPLY** will result in legal proceedings against you, to terminate the lease under which you occupy said premises and the landlord will be entitled to all remedies, relief, and damages allowed by law.

Scott Creeley  2/19/17

**SERVICE OF NOTICE**

I hereby certify that a copy of the following Notice was served upon the above named tenant(s) at the above address on the following date: Feb. 20, 2017 by the following means: (check all that apply)

Hand delivered to tenant: Thomas McMullen   
Print Name Signature

Hand delivered to some person of suitable age and discretion PLUS mailing a copy to the tenant

\_\_\_\_\_  
Print Name Signature

If neither the tenant nor a person of suitable age and discretion is present then posting a copy of the notice in a conspicuous place on the premises PLUS mailing a copy

  
Scott Creeley



**WASHINGTON 3 DAY NOTICE  
TO PAY OR TO VACATE**

Scott Creeley  
8421 Estate Ln SW  
Olympia, WA 98512

Frankie Deleann Knox  
8316 James Rd SW  
Rochester, WA 98579

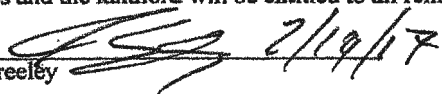
To: Frankie Deleann Knox  
From: Scott Creeley  
Date of Notice: Feb. 20, 2017  
RE: 8316 James Rd SW

**To the above Tenant(s) and all others now in possession of the Leased Premises:**

You are hereby notified that you have violated your rental agreement by failing to pay the rent and therefore have the following amount due \$3175.00.

You must either pay the amount due in full OR vacate the premises within THREE DAYS after service on you of this notice which is on or before 02/24/2017.

**FAILURE TO COMPLY** will result in legal proceedings against you, to terminate the lease under which you occupy said premises and the landlord will be entitled to all remedies, relief, and damages allowed by law.

Scott Creeley  2/19/17

**SERVICE OF NOTICE**


I hereby certify that a copy of the following Notice was served upon the above named tenant(s) at the above address on the following date: Feb. 20, 2017 by the following means: (check all that apply)

Hand delivered to tenant: Frankie Knox x Frankie Knox  
Print Name Signature

Hand delivered to some person of suitable age and discretion PLUS mailing a copy to the tenant

\_\_\_\_\_  
Print Name Signature

If neither the tenant nor a person of suitable age and discretion is present then posting a copy of the notice in a conspicuous place on the premises PLUS mailing a copy

  
Scott Creeley