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

Housing Resources Bainbridge (HRB),  
a Washington non-profit organization,  
  
Plaintiffs/Landlord/Owner,  
  
vs.

NO. 24-2-01082-18  
  
DECLARATION OF PHEDRA  
ELLIOTT

Louis Alloin, Jean Alloin, and any  
other residents of the premises,  
  
Defendants/Tenants/Occupants.

I, PHEDRA ELLIOTT, make the following declaration:

1. I am over the age of eighteen (18) years old and I am a citizen of the United States. The statements contained in this declaration are based upon my personal knowledge, and I am competent to testify in this matter.

2. I am the Executive Director for Plaintiff Housing Resources Bainbridge (hereinafter "HRB") and have been for the past 8 years. I have been employed with HRB for 14 years. As Executive Director, I am well aware of the funding sources and funding structure of HRB.

1           3. HRB rented the real property located at 381 Wallace Way, NE, #204, Bainbridge  
2 Island, Kitsap County, Washington, 98110, to Defendants Louis Alloin and Jean Alloin.

3           4. Under the rental agreement, Defendants' tenancy is a month-to-month tenancy. HRB  
4 does not receive a section 8 voucher or any federal funding for payment of Defendants'  
5 monthly rent. HRB applies for a bi-annual grant with Kitsap County under the Housing and  
6 Homelessness Grant Agreement, which source of funds comes from Washington State's  
7 recording fees, and if the grant is awarded some HRB tenants receive rental assistance. The  
8 Alloins are recipients of rental assistance from this Kitsap County Grant, but are personally  
9 responsible for the full amount of rent, if the grant is not awarded.  
10

11           5. The real property at issue is located within HRB's Village Home community, and is  
12 not a federally funded property. There is one tenant, but not the Alloins, within the Village  
13 Home community, that has a Section 8 housing choice voucher, which is a voucher attached to  
14 the resident- meaning if that resident moves, the voucher moves with him. It is not a project-  
15 based voucher and the Village Home community is not funded by any federal program. The  
16 Village Home community is not subject to any federal mortgage from the Federal Housing  
17 Administration, Veterans Administration, USDA, Fannie Mae or Freddie Mac either.

18           6. On April 8, 2024, Defendants allowed water in their rental unit to overflow from  
19 their rental unit into unit #107, which is directly below Defendants unit #204, causing extensive  
20 water damage to Defendants' rental unit and unit #107. After the flood we found a note on the  
21 door of unit #107, that reads: "CSC Member Had a Water Spill again 206-780-6885 Louis  
22 204W." A true and correct copy of the note is attached hereto as **Exhibit A** and incorporated  
23 herein as though fully set forth.  
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7. The occupants of unit #107 were displaced. HRB has received repair estimates for repair of unit #107 from Servpro Kitsap County in the amount of \$10,296.81, for removal of the damaged drywall and insulation, and a repair estimate from Winslow Home Repair to replace the drywall and molding in the amount of \$17,244.79. True and correct copies of the repair estimates are attached hereto as **Exhibit B** and incorporated herein as though fully set forth. Attached hereto as **Exhibit C** and incorporated herein by this reference are true and correct copies of photographs of the ceiling damage in unit #107, the unit below the Defendants', after the flood in Defendants' unit.

8. HRB has been unable to get estimates or complete repairs to Defendants' rental unit because Defendants have refused to clear excess personal property out of the way.

9. Defendants have received a series of Ten-Day Notices to Comply or Vacate, documenting HRB's requests for Defendants to remove personal property blocking ingress and egress from their unit, and to clear excess personal property out of the way within Defendants' rental unit, so that HRB can complete repairs. Defendants have refused to comply with HRB's requests to remove excess personal property. True and correct copies of the 10 day notices to comply are attached hereto as **Exhibit D** and incorporated herein as though fully set forth.

10. Attached hereto as **Exhibit E** and incorporated herein by this reference are true and correct copies of photographs of Defendants rental until taken on or about April 24, 2024.

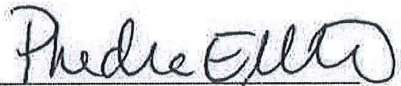
///

///

1 11. As of the signing of this declaration, Defendants have not vacated the rental property  
2 located. 381 Wallace Way, NE, #204, Bainbridge Island, Kitsap County, Washington, 98110.

3 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE  
4 STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

5  
6 EXECUTED at Bainbridge Island, Washington, this 10<sup>th</sup> day of July, 2024

7   
8 Phedra Elliott  
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# EXHIBIT A

Note left on door of unit #107 immediately below Alloins unit #204

CSC Member

Had a water  
spill again

206-789-6885

Louis 204W

**EXHIBIT B**



**Servpro Kitsap County**

Servpro of Kitsap North 12113, Kitsap Central 12124  
 & Kitsap South 12125  
 1830 Bickford Ave, Suite 101  
 Snohomish, WA 98290  
 Business (360)373-1290  
 Tax ID 46-3671828

**HOUSING\_RESOURCE  
 SKETCH1**

CAT	SEL	ACT DESCRIPTION			TAX	TOTAL	
	CALC	QTY	REMOVE	REPLACE			
1. DMO	PU		- Haul debris - per pickup truck load - including dump fees				
	1.5	1.50 EA	242.57+	0.00 =	33.48	397.34	
2. HMR	ASBT		+ Asbestos test fee - full service survey - base fee				
	1	1.00 EA	0.00+	450.00 =	41.40	491.40	
3. FEE	ASBTPS		+ Asbestos test fee - full service survey - per sample				
	1	1.00 EA	0.00+	65.00 =	5.98	70.98	
Drywall							
4. WTR	EQ		+ Equipment setup, take down, and monitoring (hourly charge)				
	1.5*4	6.00 HR	0.00+	84.54 =	46.67	553.91	
10. HMR	PPEGHD		+ Personal protective gloves - Heavy duty (per pair)				
	4	4.00 EA	0.00+	6.84 =	2.52	29.88	
11. HMR	PPEG6		+ Personal protective gloves - Disposable (per pair)				
	10	10.00 EA	0.00+	0.44 =	0.40	4.80	
12. HMR	PPERH		+ Respirator - Half face - multi-purpose resp. (per day)				
	2*4	8.00 DA	0.00+	1.67 =	1.23	14.59	
13. HMR	PPERCM		+ Respirator cartridge - HEPA & vapor & gas (per pair)				
	4	4.00 EA	0.00+	38.12 =	14.03	166.51	
31. TCR	PPEC		+ Disposable coveralls w/hood and boots				
	8	8.00 EA	0.00+	10.04 =	7.39	87.71	
<b>Totals: Main Level</b>					<b>153.10</b>	<b>1,817.12</b>	

**Main Level**



# Servpro Kitsap County

Servpro of Kitsap North 12113, Kitsap Central 12124  
 & Kitsap South 12125  
 1830 Bickford Ave, Suite 101  
 Snohomish, WA 98290  
 Business (360)373-1290  
 Tax ID 46-3671828



## Office Space

Height: 8' 9"

714.79 SF Walls	410.76 SF Ceiling
1125.56 SF Walls & Ceiling	410.76 SF Floor
45.64 SY Flooring	80.50 LF Floor Perimeter
85.50 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into Exterior</b>

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
14. HMR	GRMB	+ Apply plant-based anti-microbial agent to the surface area				
	200	200.00 SF	0.00+	0.46 =	8.46	100.46
16. CLN	DODR	+ Anti-Microbial Fog				
	V	3594.18 CF	0.00+	0.11 =	36.37	431.73
18. HMR	INSS	- Tear out and bag wet insulation - Category 3 water				
	201.2	201.20 SF	2.09+	0.00 =	38.69	459.20
Ceiling						
20. HMR	BASEB	- Tear out baseboard and bag for disposal				
	PF	80.50 LF	1.58+	0.00 =	11.70	138.89
21. HMR	FCWS	- Tear out non-salv wood floor & bag - Category 3 water				
	F	410.76 SF	9.59+	0.00 =	362.41	4,301.60
22. HMR	TRIM	- Tear out trim and bag for disposal				
	13.8	13.80 LF	1.58+	0.00 =	2.01	23.81
Door Casing						
23. HMR	DRYWS	- Tear out wet drywall, cleanup, bag - Cat 3				
	201.2	201.20 SF	2.40+	0.00 =	44.42	527.30
Ceiling 1st Layer						
24. HMR	DRYWS	- Tear out wet drywall, cleanup, bag - Cat 3				
	201.2	201.20 SF	2.40+	0.00 =	44.42	527.30
Ceiling 2nd Layer						
25. HMR	DRYWS	- Tear out wet drywall, cleanup, bag - Cat 3				
	71.2	71.20 SF	2.40+	0.00 =	15.72	186.60
Wall 1st layer						
26. WTR	DRYWS	- Tear out wet drywall, cleanup, bag - Cat 3				
	71.2	71.20 SF	2.07+	0.00 =	13.56	160.94
Wall 2nd Layer						
27. WTR	DRYWS	- Tear out wet drywall, cleanup, bag - Cat 3				
	71.2	71.20 SF	2.07+	0.00 =	13.56	160.94
Wall 3rd Layer						
28. WTR	DHM>	+ Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.				
	1*4	4.00 EA	0.00+	88.89 =	32.71	388.27



# Servpro Kitsap County

Servpro of Kitsap North 12113, Kitsap Central 12124  
 & Kitsap South 12125  
 1830 Bickford Ave, Suite 101  
 Snohomish, WA 98290  
 Business (360)373-1290  
 Tax ID 46-3671828

## CONTINUED - Office Space

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
29. WTR	NAFAN	+ Negative air fan/Air scrubber (24 hr period) - No monit.				
	1*4	4.00 DA	0.00+	80.57 =	29.65	351.93
30. WTR	DRY	+ Air mover (per 24 hour period) - No monitoring				
	5*4	20.00 EA	0.00+	33.00 =	60.72	720.72
<b>Totals: Office Space</b>					<b>714.40</b>	<b>8,479.69</b>
<b>Total: Main Level</b>					<b>714.40</b>	<b>8,479.69</b>
<b>Total: SKETCH1</b>					<b>867.50</b>	<b>10,296.81</b>
<b>Line Item Totals: HOUSING_RESOURCE</b>					<b>867.50</b>	<b>10,296.81</b>

### Grand Total Areas:

714.79 SF Walls	410.76 SF Ceiling	1,125.56 SF Walls and Ceiling
410.76 SF Floor	45.64 SY Flooring	80.50 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	85.50 LF Ceil. Perimeter
410.76 Floor Area	439.71 Total Area	714.79 Interior Wall Area
826.29 Exterior Wall Area	88.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



## Servpro Kitsap County

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Servpro of Kitsap North 12113, Kitsap Central 12124  
& Kitsap South 12125  
1830 Bickford Ave, Suite 101  
Snohomish, WA 98290  
Business (360)373-1290  
Tax ID 46-3671828

### Summary for Dwelling

Line Item Total	9,429.31
Sales Tax	867.50
<b>Replacement Cost Value</b>	<b>\$10,296.81</b>
<b>Net Claim</b>	<b>\$10,296.81</b>

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Christopher Street

**From:** [jared noury](#)  
**To:** [Jessica](#)  
**Subject:** water damage bid  
**Date:** Wednesday, June 12, 2024 6:21:18 AM

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Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

### **WINSLOW HOME REPAIR BID**

381 Wallace Way, Bainbridge Island.

#### **Scope of work for ceiling leak**

Mold Remediation Specialty analysis. 680\$

Removal of 20' of crown molding.

Removal of 280 square feet of Drywall and affected insulation.

Frame-In and replacing of shims.

Replace Insulation and 2 layers of 5/8" drywall.

Tape and Mud.

Sand, Prime, Texture, and Prime

Paint match, with 2 coats entire ceiling, 364 square feet.

Replace crown.

Fill nail holes and repaint crown

Labor 9460\$

#### **Patch 1 square foot of Drywall with fire blocker.**

Patch hole with a layer of 5/8" drywall, ½ "Fire Blocking material and another sheet of 5/8" drywall.

Tape and mud.

Sand, Prime, Texture and Prime.

Paint match and apply 2 coats, corner to corner.

Labor 580\$

#### **Materials**

24 sheets 5/8" drywall.

8 2x6.

2 Blue Tape.  
2 Mesh Tape.  
1 Paper Tape.  
8 45-minute Joint Compound.  
8 All Purpose Joint Compound.  
5 Gallons of Primer.  
5 Gallons of ceiling Paint.  
2 Gallons of wall paint.  
8 1x4 crown trim.  
2 Insulation.  
1 5 lb box Drywall Screws.  
1 box all-purpose 3 1/2 "screws.  
1 Box Texture.  
Drywall hoist rental.  
Sandpaper.

2439.94\$

Operational costs and administrative overhead 20% 2631.99\$

9.2% Tax 1452.86\$

Will provide all tools and materials.

Total 17244.79\$

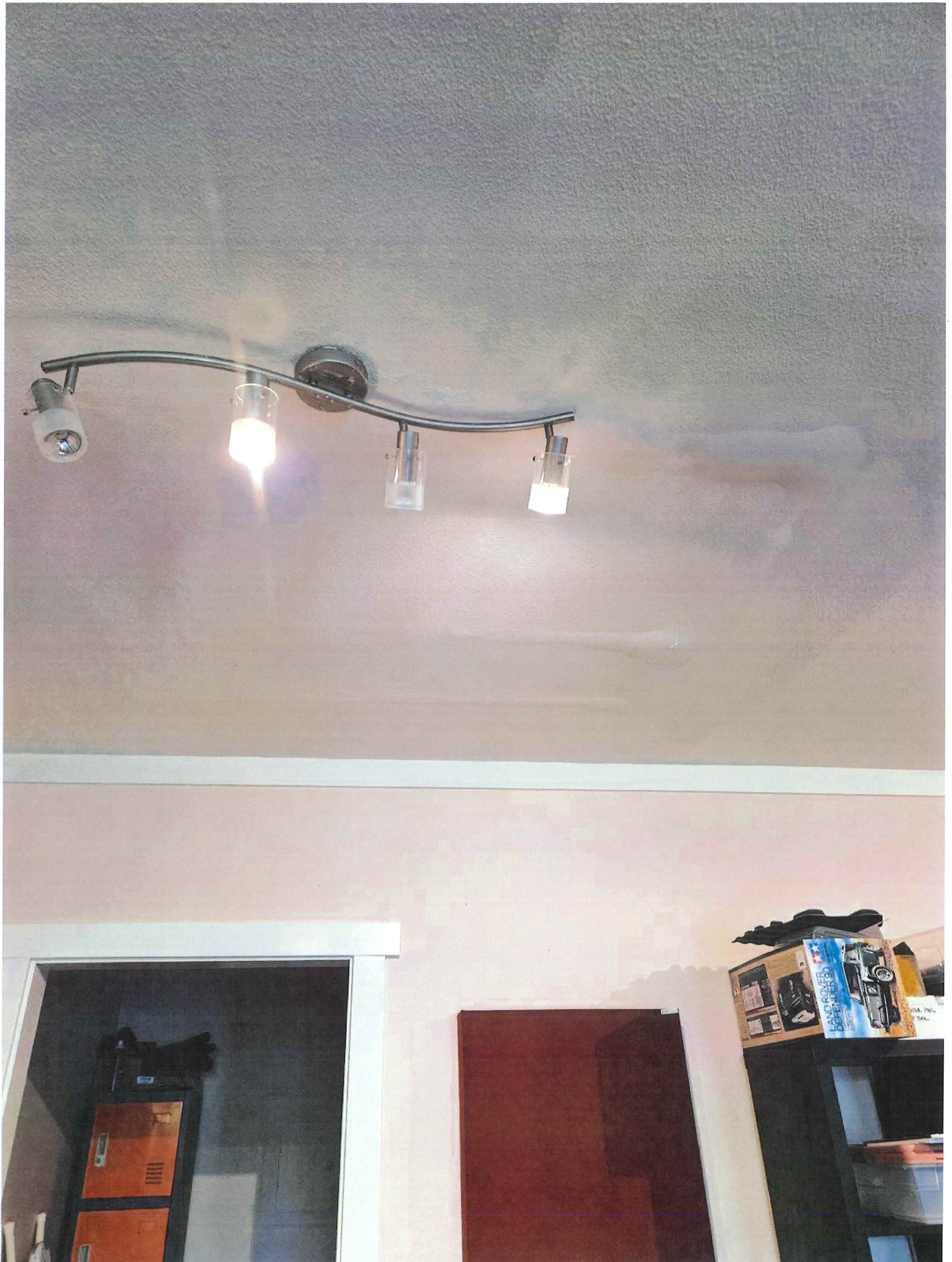
**Winslow Home Repair UBI 604476051 License WINSLHR819P1**

50% down-payment due on acceptance.

1 week lead time required

# EXHIBIT C





# EXHIBIT D

TEN DAY NOTICE TO COMPLY OR VACATE

TO: Louis and Jeanne Alloin

AND TO ALL PERSONS IN POSSESSION

Each of you are notified that you are in violation of the rules, regulations, rental agreement, and/or obligations or restrictions applicable to your tenancy of the premises known as:

381 Wallace Way NE #204  
Bainbridge Island  
WA 98110  
Aka: Village Home, VH204w

Your non-compliance is described as:

**Flooding of unit and commercial unit below, insufficient access to assess damages, and large amounts of standing water under shelving and around stored items.**

On April 8, 2024, HRB was informed by the commercial owner below the Alloin's unit that, for the 4<sup>th</sup> time, they had flooded their unit and the commercial unit below theirs.

Immediately, HRB staff stopped by the Alloin's unit to be sure that Louis and Jeanne were aware of the flood and had turned off the water. Then HRB staff went down to assist the owner of the commercial unit by providing buckets, a mop, rags, and helping to move their belongings out of the path of the water which continued to come through their ceiling.

Several hours later, after the commercial owners' immediate need to address the flooding had been met, HRB staff returned to the Alloin's unit to assess the damage there. At that time, staff asked what had happened to cause the flood, and Louis indicated that he had been providing wound care for Jeanne at the kitchen sink (as opposed to the large shower in the bathroom). Given the quantity of water that had already been cleaned up in the unit below, it was clear that running water had been left unattended again or that Louis had knowingly allowed the water to flood into the unit below.

While in the Alloin's unit, staff noted large quantities of standing water still present under the central shelving unit and around stored items in the kitchen. Staff were unable to assess the damage to the unit because of the stored items and shelving unit blocking access. Additionally, standing water can continue to cause damage to the unit over time and creates an environment that fosters mold growth.

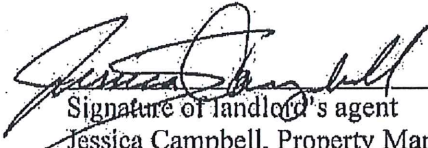
Pursuant to RCW 59.12.030, you are instructed within **10 (ten) days** of service of this notice either to comply with the obligations of your tenancy as noted above or to vacate. If you fail to either comply or vacate, your tenancy will be terminated, and the landlord will be entitled to all remedies, relief, and damages allowed by law.

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**Cure:**

By Tuesday, April 23, 2024, the tenants of unit 204 must remove the large central shelving unit and remove items stored on the floor in the kitchen so that HRB and its contractors can fully assess the damage caused by the flooding and ensure that all standing water has been cleaned up and there is no mold growth in the unit as a result of standing water. Tenants must be present and attentive at all times when running water in the unit and cannot allow water to flow onto the floor.

**April 10, 2024**

  
\_\_\_\_\_  
Signature of landlord's agent  
Jessica Campbell, Property Manager  
Housing Resources Bainbridge (HRB)  
730 Ericksen Ave NE, #100  
PO Box 11391  
Bainbridge Island, WA 98110  
(206) 842-1909 x12  
jessica@housingresourcesbi.org

TEN DAY NOTICE TO COMPLY OR VACATE

TO: Louis and Jean Alloin

AND TO ALL PERSONS IN POSSESSION

Each of you are notified that you are in violation of the rules, regulations, rental agreement, and/or obligations or restrictions applicable to your tenancy of the premises known as:

381 Wallace Way NE #204  
Bainbridge Island, WA 98110  
Aka: Village Home, VH204w

Your non-compliance is described as:

**Blocking access/egress at entry to unit and through unit.**



While on site on April 8, 2024, to address the most recent flooding incident, HRB staff noted that once again the tenants of unit 204 have blocked egress/access to the front door/entry. As HRB staff moved into the unit to attempt to check on the damage caused by the flooding, egress/access at various points from the front door into the kitchen was also blocked. Egress/access into and through the unit must be at least as wide as the front door. Egress/access must be at least as wide as the door all the way from the floor to the ceiling. Safe egress/access must be maintained at all times.

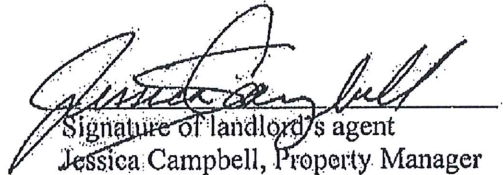
Pursuant to RCW 59.12.030, you are instructed within **10 (ten) days** of service of this notice either to comply with the obligations of your tenancy as noted above or to vacate. If you fail to either comply or vacate, your tenancy will be terminated, and the landlord will be entitled to all remedies, relief, and damages allowed by law.

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**Cure:**

By Tuesday, April 23, 2024, egress/access at the door and through the unit into the kitchen, bathroom, and to the back window must be clear-- at least as wide as the front door and for the full height of the unit from floor to ceiling. Safe egress/access must be maintained at all times.

**April 10, 2024**

  
Signature of landlord's agent  
Jessica Campbell, Property Manager  
Housing Resources Bainbridge (HRB)  
730 Ericksen Ave NE, #100  
PO Box 11391  
Bainbridge Island, WA 98110  
(206) 842-1909 x12  
jessica@housingresourcesbi.org

**TEN DAY NOTICE TO COMPLY OR VACATE**

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**TO: Louis and Jean Alloin**

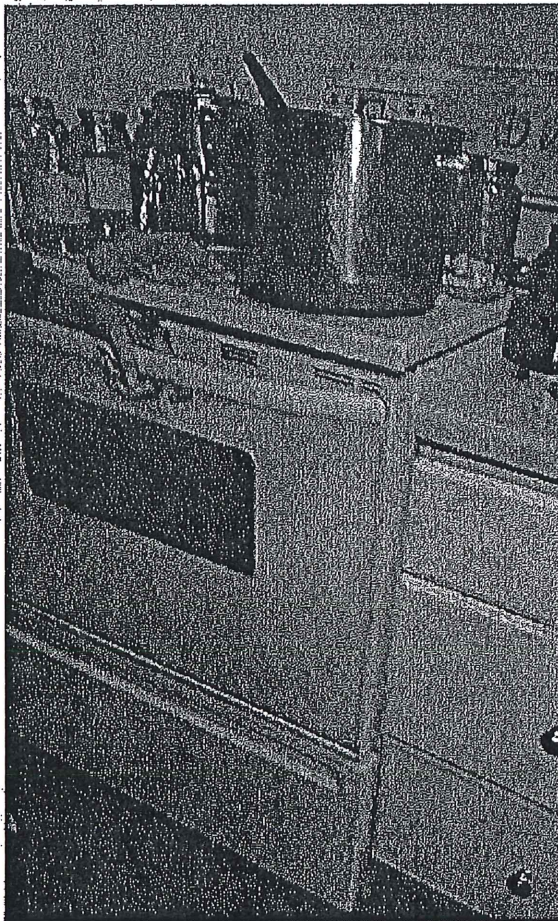
**AND TO ALL PERSONS IN POSSESSION**

Each of you are notified that you are in violation of the rules, regulations, rental agreement, and/or obligations or restrictions applicable to your tenancy of the premises known as:

**381 Wallace Way NE #204  
Bainbridge Island, WA 98110  
Aka: Village Home, VH204w**

Your non-compliance is described as:

**Unauthorized, non-ADA appliance in use without hood/fan in the unit. Items stored on the stove creating a safety hazard.**



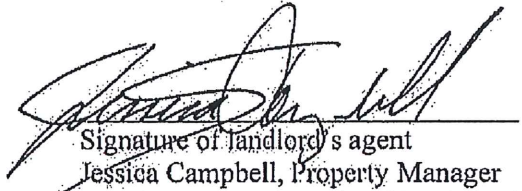
1 While on site on April 8, 2024, to address the most recent flooding incident, HRB staff noted that  
2 the tenants of unit 204 have added an unauthorized, standard (non-ADA) range to the unit. The  
3 tenants of unit 204 have been instructed on multiple occasions to clear sufficient and safe access  
4 into and through the unit in order for HRB's contractors to install heat shielding on the wall and  
5 an approved ADA range, which HRB has on hand. The tenants of unit 204 have been informed  
6 multiple times that they may not install their own range. Furthermore, the tenants have been  
7 using this range without a hood/fan (Louis removed the one that had been present without  
8 authorization), and items can be seen being stored on the surface of the range. Not only is this a  
9 lease violation, it also represents a safety hazard.

10 Pursuant to RCW 59.12.030, you are instructed within **10 (ten) days** of service of this notice  
11 either to comply with the obligations of your tenancy as noted above or vacate. If you fail to  
12 either comply or vacate, your tenancy will be terminated, and the landlord will be entitled to all  
13 remedies, relief, and damages allowed by law.

14 **Cure:**

15 By Tuesday, April 23, 2024, the tenants of unit 204 must remove the unauthorized non-ADA  
16 range. The tenants of unit 204 must ensure sufficient and safe access to the kitchen, by removing  
17 the central shelving unit and clearing items that block the front door, and access into and through  
18 unit 204. The tenants of unit 204 must also clear sufficient space on counters and in and around  
19 the space where the hood/fan goes. There must be sufficient safe space for HRB's contractors to  
20 install heat shielding, an approved ADA range, and a range hood/fan, which HRB has on hand.

21 **April 10, 2024**

22   
23 Signature of landlord's agent  
24 Jessica Campbell, Property Manager  
25 Housing Resources Bainbridge (HRB)  
26 730 Ericksen Ave NE, #100  
27 PO Box 11391  
Bainbridge Island, WA 98110  
(206) 842-1909 x12  
jessica@housingresourcesbi.org

TEN DAY NOTICE TO COMPLY OR VACATE

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TO: Louis and Jean Alloin

AND TO ALL PERSONS IN POSSESSION

Each of you are notified that you are in violation of the rules, regulations, rental agreement, and/or obligations or restrictions applicable to your tenancy of the premises known as:

381 Wallace Way NE #204  
Bainbridge Island, WA 98110  
Aka: Village Home, VH204w

Your non-compliance is described as:

**Blocking free and easy access to the fire extinguisher**



While on site on April 8, 2024, to address the most recent flooding incident, HRB staff noted that once again the tenants of unit 204 have blocked free and easy access to the fire extinguisher. Free and easy access to the fire extinguisher must be maintained at all times.

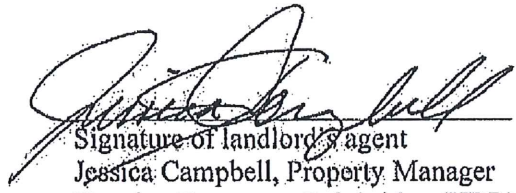
Pursuant to RCW 59.12.030, you are instructed within **10 (ten) days** of service of this notice either to comply with the obligations of your tenancy as noted above or to vacate. If you fail to

1 either comply or vacate, your tenancy will be terminated, and the landlord will be entitled to all  
2 remedies, relief, and damages allowed by law.

3 **Cure:**

4 By Tuesday, April 23, 2024, the tenants of 204 must clear items blocking free and easy access to  
5 the fire extinguisher. Free and easy access to the fire extinguisher must be maintained at all  
6 times.

7 **April 10, 2024**

8   
9 Signature of landlord's agent  
10 Jessica Campbell, Property Manager  
11 Housing Resources Bainbridge (HRB)  
12 730 Ericksen Ave NE, #100  
13 PO Box 11391  
14 Bainbridge Island, WA 98110  
15 (206) 842-1909 x12  
16 jessica@housingresourcesbi.org  
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# EXHIBIT E

