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KING COUNTY
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CASE #: 19-2-08019-1 SEA

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

JUANITA SQUARE, LLC,

Plaintiffs,

vs.

Mohammed R. Bhatti and Aisya Bhatti, and
all possessors at 9714 Juanita Drive NE,
Kirkland, Washington
Defendants.

NO.

DECLARATION OF BERGE
HOVSEPIAN

1. I, Berge Hovsepien declare under penalty of perjury under the laws of the State of Washington the following is true and correct:
2. I am over the age of 18 and I am competent to be a witness herein.
3. I am one of the managing members of ABS Associates 1, LLC which is one of the managing members of Juanita Square, LLC.
4. Juanita Square, LLC, as successor in interest to NVSH Partnership, owns real property in Kirkland, King County, Washington, and leases a building to a chiropractic office, and two restaurants. One of the restaurants is owned and operated by tenant Mohammad Bhatti and Aisya Bhatti, who are the Defendants herein.
5. Juanita Square, LLC, as successor in interest to NVSH Partnership, entered into a lease with defendants Mohammad Bhatti and Aisya Bhatti.
6. The lease is a triple net commercial lease for the premises at known as 9714 Juanita Drive NE, Kirkland, King County, Washington. Unpaid amounts for rent and common area charges, late fees, attorneys fees and other charges, which are owed under the lease agreement are defined

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as rent, according to the parties, and their written agreement. Attached is a copy of the relevant lease provisions as **Exhibit A**.

7. The rent for January 2019 was delinquent, and on January 10, 2019, LLC issued a Three Day notice to pay rent or quit the premises. The Three Day Notice was served on January 12, and also a true copy was e-mailed to the Defendant, at his e-mail address where he acknowledged receipt of legal documents before. The Defendants failed to pay rent or vacate within the allotted time. About a month later, Defendants tendered the delinquent rent for January, under protest, which has been rejected by Juanita Square, LLC. For the reasons in the verified complaint, and in this declaration, the Owners have decided to reject Defendants' tendered rent, because Defendants do not comply with the basic lease provisions, and it has damaged our building and our reputation with other tenants in the commercial complex, due to Royal India's failure to properly maintain its premises.

8. The amount of rent which was partially unpaid for January, 2019, was in the amount of \$8,752.25. This includes \$433.75 in late fees, and attorney's fees and service of process costs in the amount of \$409.00. Defendants waited almost an entire month after service of the Notice to Pay or Vacate until they tendered the monies, however, that tender was appropriately rejected, and we have decided they are hold over tenants, and we request the court's assistance in evicting them.

9. The Defendants failed to pay or vacate, and are now guilty of unlawful detainer. Attached, as **Exhibit B**, are the Three Day Pay or Vacate, and the Affidavit of Service.

10. Defendants have had prior Notices of Default issued: August 11, 2018 for rodent issues at the premises, leaving both partially eaten food out, and raw meat out, attracting rodents, leaving the doors unlocked, grease traps not cleaned, etc. A copy of the August 11, 2018 Notice and proof of service is attached as **Exhibit C**.

11. Defendants were issued another Notice of Default on October 24, 2018, giving them 20 days to cure the defaults in failing to provide proof of commercial cleaning of the grease traps and vent hoods, failure to pay attorneys fees; leaving the entry door open after hours; failure to keep the premises neat and clean; leaving food left out, partially eaten food left out overnight; attracting rodents; and failure to allow access for necessary repairs by Landlord. A copy of that notice and proof of service is attached as **Exhibit D**. Defendants cured by providing copies of

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1 receipts, however their rent checks bounced in December, and the landlord incurred fees with
2 their bank for depositing NSF checks. The Defendants continue to still deny access to the
3 property to the landlord and its agents. Very recently we received a notice of cancellation of
4 insurance, and a truck recently hit the building, damaging it, and the defendants refuse to permit
5 access and provide information about the truck which damaged the building. The landlord
6 desires to be put in immediate possession of the premises now.

7 12. Defendants are holding over, and will owe monthly rent for February and March, in the
8 amount of \$7,102.73, plus common area charges of \$3,200.00, totaling \$10,302.73 per month.

9 13. Judgment will also be sought in the future for their failure to pay for rodent control charges
10 which were necessary due to Royal India leaving uneaten food out in the open, and not properly
11 storing or disposing of waste and grease, and attracting rodents to the building. Defendants have
12 refused to vacate, and are unlawfully occupying the property, in spite of the lease being
13 terminated. Attached as **Exhibit E** is a true copy of the rodent control expenses totaling
14 \$23,075.14, which are Defendants' responsibility pursuant to the terms of the lease, and due to
15 their failure to simply properly store food and keep the restaurant premises neat and clean.

16 14. Their failure to simply properly secure the building, and leaving food out, and leaving
17 partially eaten food out, failure to properly dispose of food, led to another rodent infestation
18 problem, and they have failed to pay for the rodent eradication services incurred by landlord to
19 protect the property. The rodents also found their way into other tenants leased premises in the
20 same building, causing problems for our other tenants. Attached, as **Exhibit F**, are true copies
21 of the inside of Royal India's premises showing evidence of the rodent infestation.

22 15. This is not the first time we have had difficulty with this tenant. We had similar difficulty
23 with this tenant back in 2008 and now since 2017. However, we are not willing to look the other
24 way anymore and ask the court to issue an immediate Writ of Restitution so we may take
25 possession of the premises and schedule a future hearing on damages.

SIGNATURE PAGE FOLLOWS

I, Berge Hovsepien, declare under penalty of perjury the foregoing and the attached are true and correct.

DATED this 14th day of March, 2019.

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JUANITA SQUARE, LLC



By: ABS Associates 1, LLC by
Berge Hovsepian, Manager
Signed at San Diego, California

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