

**[EXTERNAL] Re: #1105 Vinyl Replacement Schedule Confirmed**

Josh Wiechman <josh.wiechman@gmail.com>

Wed 12/6/2023 2:45 PM

To: The Olivian Manager <theolivianmgr@greystar.com>

Cc: The Olivian Assistant Manager <theolivianamgr@greystar.com>

I am writing to request specific documentation and clarification regarding the recent notices and actions taken by The Olivian, a Greystar Property Management Company, concerning my tenancy.

**1. Evidence of Flooding Causation:** Please provide all evidence that specifically demonstrates the flooding in my apartment was directly caused by my actions. This request is in accordance with the Washington State Residential Landlord-Tenant Act (RCW 59.18), which mandates the landlord's duty to maintain the premises.

**2. Utility Information and Calculation Method:** I request detailed utility information and the precise method used for calculating my utility charges for the last three months. This is in accordance with the City of Seattle's regulations on utility billing for tenants, specifically outlined in the Seattle Municipal Code (SMC) 7.25.050. It is essential that I verify the accuracy and compliance of these charges as per city ordinances.

**3. Service Logs and Repair Details:** Please provide the service logs and detailed descriptions of all repairs conducted in my apartment during the current lease period. This request is to ensure compliance with RCW 59.18.060, which outlines the landlord's responsibility for maintaining the property in a habitable condition.

**4. Concerning the 30-Day Notice:** The issuance of the 30-day notice, following my reports on The Olivian's legal non-compliance, appears to be retaliatory in nature. This action is prohibited under RCW 59.18.240, which forbids retaliatory actions by landlords in response to tenants exercising their legal rights.

**5. Refutation of Notice Characterizations:** I contest the characterizations of my apartment as outlined in the notice. The referenced photographs were taken post-flooding during a period when I was compelled to protect my personal property and after the mitigation team's actions necessitated rearranging furniture. This portrayal inaccurately reflects the usual state of my apartment.

**6. Alleged Denial of Access:** The claim that I denied access to my apartment is factually incorrect. On several occasions, proper notice as required by RCW 59.18.150 was not provided before contractors entered my apartment. Despite this, I have never denied access. Any future instances of entry without proper notice will result in a \$100 fee per incident, in accordance with the stipulations of the Washington State Landlord-Tenant Act.

Please provide the requested documentation at your earliest convenience, preferably via email, to [Your Email Address].

Thank you for your prompt attention to these matters. I anticipate your cooperation in resolving these issues in accordance with state laws and our lease agreement.

Regards,

**Josh**

Sent from my iPhone

On Dec 4, 2023, at 10:49 AM, Josh Wiechman <josh.wiechman@gmail.com> wrote:

Understood, but I wanted to to be clear:

Applying Washington State's legal provisions:

1. **\*\*Maintenance Responsibility\*\***: The property management's liability for maintaining the premises, including plumbing, cannot be waived in the lease. since the flood resulted from the property management's failure to maintain plumbing, they are responsible for the repair costs.
2. **\*\*Claims Against Renter's Insurance\*\***: For the property management to claim against a tenants renter's insurance for maintenance issues like plumbing, this might be considered an attempt to limit the property management's liability, which is prohibited under Washington law.

I also expect to know next steps as the Olivian is still not in compliance with the law.

Regards,

**Josh**

Sent from my iPhone

On Dec 4, 2023, at 10:42 AM, The Olivian Manager <theolivianmgr@greystar.com> wrote:

Hello Josh,

It sounds like we are in disagreement in this matter. We'll be in touch if there is any change to our position.

**Keith Ponis** | Community Manager

**The Olivian** | 809 Olive Way, Seattle, Washington 98101

o 206.340.0809 | [theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com) | [theolivianapts.com](http://theolivianapts.com) | [greystar.com](http://greystar.com)

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**From:** Josh Wiechman <josh.wiechman@gmail.com>

**Sent:** Monday, December 4, 2023 10:19 AM

**To:** The Olivian Manager <theolivianmgr@greystar.com>

**Cc:** The Olivian Assistant Manager <theolivianamgr@greystar.com>

**Subject:** Re: [EXTERNAL] Re: #1105 Vinyl Replacement Schedule Confirmed

Thank you for your message.

I must clarify that the flood in my unit was a result of improperly maintained plumbing mechanisms, not due to any direct action or negligence on my part. According to Washington State Law (RCW 59.18.060) and Seattle's Housing and Building Maintenance Code, it is the responsibility of the property management to maintain the plumbing in good working order, making them [The Olivian] responsible for the related costs.

Under Washington State Law (RCW 59.18.060), landlords, including property management companies, have a duty to maintain their rental properties, which includes keeping all plumbing facilities in reasonably good working order. This law mandates landlords to ensure the premises are fit for human habitation, meaning they must maintain structural components, common areas, and all provided facilities, including plumbing systems. Since the plumbing issue leading to a flood was due to a lack of maintenance or failure on the part of the property management, the property management would be responsible for the repair costs associated with that negligence.

If the property management is attempting to shift these costs onto the tenant or the tenant's insurance, and the damage was due to the property management's failure to maintain the property, this could be a violation of the property management's responsibilities under these laws.

Given these legal requirements, I categorically refuse any claims against my renter's insurance for this incident. I have already filed a complaint with the relevant Seattle government body and have amended the retaliatory actions that I assert are illegal. Any implication of my liability in this matter is incorrect, and I do not authorize any action that suggests otherwise. If necessary, I am prepared to seek legal counsel to resolve this matter in accordance with the relevant laws and our lease agreement.

Regards,

**Josh**

Sent from my iPhone

On Dec 4, 2023, at 9:50 AM, The Olivian Manager  
<[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com)> wrote:

Good Morning Josh,

We are not required to have this language in the lease to file a claim. Ultimately, you would be responsible for any damages to your unit that are caused by you. We typically engage renter's insurance to help you to avoid paying for damages out of pocket. If you do intend to pay out of pocket and would like us to refrain from engaging with your renter's insurance we are happy to make other payment arrangements the balance for damages.

**Keith Ponis** | Community Manager

**The Olivian** | 809 Olive Way, Seattle, Washington 98101

o 206.340.0809 | [theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com) | [theolivianapts.com](http://theolivianapts.com) | [greystar.com](http://greystar.com)

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**From:** The Olivian Assistant Manager <[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com)>

**Sent:** Friday, December 1, 2023 1:02 PM

**To:** The Olivian Manager <[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com)>  
**Subject:** Fw: [EXTERNAL] Re: #1105 Vinyl Replacement Schedule Confirmed

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**From:** Josh Wiechman <[josh.wiechman@gmail.com](mailto:josh.wiechman@gmail.com)>  
**Sent:** Friday, December 1, 2023 10:11 AM  
**To:** The Olivian Assistant Manager <[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com)>  
**Subject:** Re: [EXTERNAL] Re: #1105 Vinyl Replacement Schedule Confirmed

Hello,

Can you please provide where in the leasing agreement the property management has the ability to leverage my renter's insurance relating to plumbing specific issues and damage to the property?

Josh

On Fri, Dec 1, 2023 at 9:40 AM The Olivian Assistant Manager <[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com)> wrote:

Hi Josh,

I am reaching out as we did receive the mitigation invoice for the damages due to the flood. We will reach out to your renters insurance company to help remediate this.

Best,

**Amanda Skupeika** | Assistant Community Manager

**The Olivian** | 809 Olive Way | Seattle, WA 98101

o 206.340.0809 | f 206.340.1809 | [theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com) | [theolivianapts.com](http://theolivianapts.com)

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**From:** Josh Wiechman <[josh.wiechman@gmail.com](mailto:josh.wiechman@gmail.com)>  
**Sent:** Sunday, November 12, 2023 9:26 AM  
**To:** The Olivian Assistant Manager <[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com)>  
**Cc:** The Olivian Maintenance <[theolivianmaint@greystar.com](mailto:theolivianmaint@greystar.com)>; The Olivian Manager <[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com)>  
**Subject:** Re: [EXTERNAL] Re: #1105 Vinyl Replacement Schedule Confirmed

I would like to add that maintenance is currently in the adjacent apartment, 1106, right now setting up a dehumidifier due a water leak that occurred the other day in their apartment.

Josh

On Sat, Nov 11, 2023 at 1:29 PM Josh Wiechman <[josh.wiechman@gmail.com](mailto:josh.wiechman@gmail.com)> wrote:

I wish to clarify that my responsibility as a tenant to report issues is contingent upon my awareness of the issues. As soon as I became aware of the plumbing issue, I fulfilled my duty by reporting it. This, however, does not alleviate the property management of their legal obligations and liabilities, as per the laws I have previously referenced.

I must emphasize that there was no inspection of the toilet flapper. Given that I work from home, I was present for that inspection to confirm that the flapper was not inspected, nor was any preventative maintenance. I also question the assertion stating the inspection occurred, yet in 7-8 months the flapper degraded (as acknowledged by maintenance staff) during the flooding). It calls into question the criteria and method of the inspection you state occurred (though it did not occur). Moreover, the history of emergency plumbing interventions and significant water damage in the building over the past year should be considered relevant context, which I have thorough evidence.

Please be advised that if this matter is not resolved satisfactorily, I am prepared to escalate the issue to the Seattle Department of Construction and Inspection, the Washington State Department of Commerce, and the Washington State Office of the Attorney General. Additionally, I am considering pursuing resolution through small claims court.

At this juncture, I am not seeking compensation for the loss of a workday, the week-long unavailability of my bedroom, or the month-long wait for necessary repairs. I did not seek what I assert is the property managements responsibility to move personal possession for access to the torn up carpet, base boards, and wood flooring. I would also point out the few instances when contractors with keys knocked and without providing time for me to answer entered my apartment. I have previous documentation of the property management giving contractors keys to my apartment for work unrelated to my apartment and without my consent.

Just because I haven't pressed these recent issues, this should not be interpreted as a waiver of any rights pertaining to these matters.

Again, no repairs are authorized until you have confirmed compliance with my assertions and legal rights.

Regards,

**Josh**

Sent from my iPhone

On Nov 11, 2023, at 12:01 PM, The Olivian Assistant Manager <[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com)> wrote:

Hi Josh,

Please see the service request attached that states preventive maintenance was performed on your home back in February by our Service Tech, Jacob.

Yes, we do have a duty to make sure the home is working properly however, you also have a duty to let us know when something is not working in your home. You would have noticed your toilet running during the period for a month or so. Once that started, you should have either told us or put a service request in so we could have looked into it. If we were made aware of this issue, we would have resolved the issue, as law states. Unfortunately, we are unable to fix issues that we are unaware that is happening.

In regards to renters' insurance, you will need to contact them to schedule a moving company to help move your items. This is one of the reasons why we require renters' insurance for all residents.

<image.png>

Best,

**Amanda Skupeika** | Assistant Community Manager

**The Olivian** | 809 Olive Way | Seattle, WA 98101

o [206.340.0809](tel:206.340.0809) | f [206.340.1809](tel:206.340.1809) |  
[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com) | [theolivianapts.com](http://theolivianapts.com)

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**From:** Josh Wiechman <[josh.wiechman@gmail.com](mailto:josh.wiechman@gmail.com)>  
**Sent:** Thursday, November 9, 2023 5:16 PM  
**To:** The Olivian Assistant Manager  
<[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com)>  
**Cc:** The Olivian Maintenance  
<[theolivianmaint@greystar.com](mailto:theolivianmaint@greystar.com)>; The Olivian Manager  
<[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com)>  
**Subject:** Re: [EXTERNAL] Re: #1105 Vinyl Replacement Schedule Confirmed

I wish to clarify that no preventative maintenance was conducted by your Service Team in February at my residence. As I work from home, I am certain of this fact.

Furthermore, regardless of the condition of the flapper, it is important to note that property management holds the responsibility for addressing plumbing-related issues, as mandated by law.

Thus, the assertion about the flapper's condition, true or not, does not diminish this responsibility. Please ensure that all future communications reflect accurate information regarding maintenance activities and responsibilities.

The same aspect about the property management being responsible for plumbing and plumbing related issue, it is inappropriate for the tenant's renters insurance to apply, even if I wanted to leverage the renters assurance.

I am asserting from reading the law, by law it is the property management's responsibility.

These details are required to be confirmed before any work will occur.

Josh

On Thu, Nov 9, 2023 at 4:34 PM The Olivian Assistant Manager <[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com)> wrote:

Hi Josh,

Perfect! I have reserved the guest suite from the 15<sup>th</sup> and 16<sup>th</sup> for you. You can pick up keys on the 15<sup>th</sup> at 9am for check in and check out at 11am. I can also reserve the screening room or conference room if you do not want to work in the guest suite, please let me know.

In regards to your water bill, unfortunately I am not able to prorate the bill. Our Service Team did preventative maintenance in February and saw your flapper which was in good shape. You would have noticed your toilet running during that time that led up to the overflow incident. We were not aware that your toilet was running and because of that, we are not able to prorate your water bill.

In regards to moving your items, you would need to contact your renter's insurance company to have that scheduled. We are providing the storage units at no cost to you during the new flooring and carpet process. Please note that you would need to be out of the storage units by the 17th.

Best,

**Amanda Skupeika** | Assistant Community Manager

**The Olivian** | [809 Olive Way](#) | [Seattle, WA 98101](#)

o [206.340.0809](#) | f [206.340.1809](#) |  
[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com) | [theolivianapts.com](http://theolivianapts.com)

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**From:** Josh Wiechman <[josh.wiechman@gmail.com](mailto:josh.wiechman@gmail.com)>

**Sent:** Thursday, November 9, 2023 8:47 AM

**To:** The Olivian Assistant Manager

<[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com)>

**Cc:** The Olivian Maintenance

<[theolivianmaint@greystar.com](mailto:theolivianmaint@greystar.com)>; The Olivian

Manager <[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com)>

**Subject:** Re: [EXTERNAL] Re: #1105 Vinyl Replacement Schedule Confirmed

I wanted to touch base regarding the reservation plan we discussed. Depending on the specifics of the plan, proceeding with a reservation seems a logical step.

Additionally, I'm seeking an update on the mover logistics. Has there been any information or guidance on the service provided by the Olivian?

Lastly, I would like to inquire about the current status of Olivian's responsibility concerning the water utility bill.

Any information on this matter would be greatly appreciated. Thank you for your attention to these matters. I look forward to your prompt response.

Josh

On Tue, Nov 7, 2023 at 2:51 PM The Olivian Assistant Manager <[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com)> wrote:

Hi Josh,

I am just following up. Since you will have to remove your items in your bedroom as well, we are providing the guest suite on Wednesday, Nov 15th. Please let me know if you would like to book that. Your flooring replacement and carpet replacement will both be on Wednesday, Nov 15<sup>th</sup> as it will line up with the guest suite.



You can either work in the guest suite as there is WIFI or you are more than welcome to use the screening room. Please let me know which one to book.

Best,

**Amanda Skupeika** | Assistant Community Manager

**The Olivian** | [809 Olive Way](#) | [Seattle, WA 98101](#)

o [206.340.0809](tel:206.340.0809) | f [206.340.1809](tel:206.340.1809) |  
[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com) | [theolivianapts.com](http://theolivianapts.com)

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**From:** Josh Wiechman  
<[josh.wiechman@gmail.com](mailto:josh.wiechman@gmail.com)>  
**Sent:** Monday, November 6, 2023 6:30 PM  
**To:** The Olivian Manager  
<[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com)>  
**Cc:** The Olivian Assistant Manager  
<[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com)>; The Olivian  
Maintenance <[theolivianmaint@greystar.com](mailto:theolivianmaint@greystar.com)>  
**Subject:** Re: [EXTERNAL] Re: #1105 Vinyl  
Replacement Schedule Confirmed

Thank you for the update. As for “before the leak”, the flooding only occurred based on the constant running of water due to improper regular maintenance from the property management.

Although the flooding occurred after the billing period, the cause appears to have been occurring for a while.

The increase in the water bill over the average and greater than \$500 is a clear indicator of that improper regular maintenance.

Regards,

**Josh**

Sent from my iPhone

On Nov 6, 2023, at 6:09 PM, The  
Olivian Manager  
<[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com)>  
wrote:

Hi Josh,

Thank you for reaching out. I understand your frustrations with this situation and we are working as quickly as possible to remedy this for you.

The flooring replacement is requirement in order to complete this repair. As mentioned previously, the flooring in your home is no longer in stock and a full flooring replacement is necessary. Additionally, this evening we received notification from ATI that your bedroom items will also require temporary relocation in order to repair/replace the bedroom carpet. Because of this newest development, we do have our Guest Suite available for temporary accommodation on Wednesday, November 15<sup>th</sup>. Please confirm that this timeline will work for you and we will proceed with scheduling.

As for the water bill, your most recent utility charges on your ledger are through 9/5/23 which was before the leak. If a service request had not been entered prior to the leak occurring on 9/15/23, it is difficult for our team to determine when the toilet began having issues. If there is additional information you can

provide regarding this issue,  
please let us know.

Lastly, I will be on vacation 11/7  
through 11/15. Please continue to  
communicate with both Amanda  
and Rob regarding the repair  
process while I am away. We  
appreciate your patience and  
understanding in the meantime.

Best,

**Lani Anderson** | Community Manager  
o [206.340.0809](tel:206.340.0809) | f [206.340.1809](tel:206.340.1809) |  
[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com) |  
[theolivianapts.com](http://theolivianapts.com)

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**From:** Josh Wiechman  
<[josh.wiechman@gmail.com](mailto:josh.wiechman@gmail.com)>  
**Sent:** Monday, November 6, 2023  
2:51 PM  
**To:** The Olivian Manager  
<[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com)>  
**Cc:** The Olivian Assistant Manager  
<[theolivianamgr@greystar.com](mailto:theolivianamgr@greystar.com)>;  
The Olivian Maintenance  
<[theolivianmaint@greystar.com](mailto:theolivianmaint@greystar.com)>  
**Subject:** [EXTERNAL] Re: #1105  
Vinyl Replacement Schedule  
Confirmed

Lani,

The unresolved repairs in my  
apartment have reached a critical  
point with nearly two months  
elapsed. An adjustment to my  
rent, in line with the Washington  
Residential Landlord-Tenant Act  
(RCW 59.18), should be formalized  
to account for this prolonged  
inconvenience.

The expectation that I vacate for repairs necessitates that the Olivian coordinate and finance the relocation of my belongings, including arrangements for my dog. I trust that the Olivian will manage these logistics effectively.

Clarity on the alternative accommodation is also needed, particularly one that is pet-friendly to accommodate my dog. The dates proposed by the Olivian for these repairs are contingent upon receiving satisfactory details and arrangements regarding these concerns.

In addition, there is the pressing issue of the excessive water bill, which seems to be a result of faulty maintenance. A rectification of this billing error must be addressed promptly for existing and future billing related.

The confirmation and specifics of these arrangements will determine my agreement with the proposed dates for repair work. Your attention to these matters and a comprehensive response will help ensure that the impact on my home and remote work environment is minimal.

Regards,

**Josh**

Sent from my iPhone

On Nov 3, 2023, at  
5:47 PM, The Olivian  
Manager  
<[theolivianmgr@grey.  
star.com](mailto:theolivianmgr@grey.star.com)> wrote:

Hi Josh,

Thank you for  
allowing us to come  
in today along with  
Tyler from ATI to  
determine the  
gameplan moving  
forward for the  
necessary water  
damage repairs in  
your home. We did  
confirm that because  
the vinyl plank  
flooring in your home  
is no longer in  
production and we do  
not have spare pieces  
available, the entire  
floor will need to be  
replaced. Our  
restoration vendor,  
ATI, has scheduled the  
vinyl replacement and  
carpet pad stretch for  
Monday, November  
13<sup>th</sup>. Baseboard install  
is scheduled for  
November 15<sup>th</sup> and  
16<sup>th</sup>.

The contents from the dining/living room area will need to be temporarily relocated before 11/13. You do not need to move any items from your bedroom. We have 3 storage units available for you to use: S503, S504, and S506. You can begin moving items into those storage units as soon as possible. Once ATI confirms that the necessary repairs in your home have been completed, you will be able to move all of these items back in.

We appreciate your patience while we've been working to have the damage assessed and repairs scheduled. Please let us know if you have any questions in the meantime.

Best,

**Lani Anderson** |  
Community Manager  
**The Olivian** | [809 Olive Way](#) | [Seattle, WA 98101](#)  
o [206.340.0809](#) | f [206.340.1809](#) |  
[theolivianmgr@greystar.com](mailto:theolivianmgr@greystar.com) | [theolivianapts.com](http://theolivianapts.com)

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Hello,

JOSH WIECHMAN

402-250-1599 | [josh.wiechman@gmail.com](mailto:josh.wiechman@gmail.com)