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**IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT,  
OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF NEZ PERCE**

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p><b>Plaintiffs,</b></p> <p><b>v.</b></p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p><b>Defendants.</b></p>	<p><b>PLAINTIFFS' MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND IN OPPOSITION TO MOTION TO DISMISS AND STRIKE SUMMONS AND COMPLAINT</b></p> <p>Case No.: CV35-24-1063</p>
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COMES NOW, Plaintiffs by and through their counsel of record, Lewis N. Stoddard, and hereby submits this Memorandum in Support of Motion for Summary Judgment against Defendants and in Opposition to Defendant Jeremy L. Bass's Motion to Dismiss and Strike Summons and Complaint.

## I. INTRODUCTION

Pursuant to a Trustee’s Deed recorded in the Nez Perce County land records on March 4, 2024 as Instrument No. 912874, Plaintiffs are the owners of the real property commonly known as 1515 21<sup>st</sup> Ave., Lewiston, ID 83501-3926 (“Property”). Under Idaho Code § 45-1506(11), Plaintiffs were entitled to possession of the Property on the tenth day following the sale; however,

as evidenced by the Answer filed in this matter by Defendant Jeremy L. Bass, who is the former owner of the property, and Dwayne Pike, who is a tenant residing in the Property, possession has been refused and both continue to occupy the Property.

As discussed in greater detail below, when the undisputed land records of Nez Perce County are considered in conjunction with well-established Idaho case law, it is clear that summary judgment is appropriate and Mr. Bass, as former owner of the Property, has no right to remain in the Property and his allegations against his prior lender and the Trustee under his Deed of Trust provide no defense as against Plaintiffs who are good-faith purchasers for value. With respect to the tenant of the Property, Mr. Pike, even accepting his contention that the Plaintiffs are required to honor his Lease, he is still subject to being ejected from the Property for non-compliance with the terms of the lease agreement due to non-payment of rent to Plaintiffs.

Accordingly, both should be ejected from the Property. For the same reasons that summary judgment in favor of Plaintiffs is proper, the Motion to Dismiss and Strike Summons and Complaint filed by Mr. Bass should also be denied.

## **II. STANDARD OF REVIEW**

Idaho Rule of Civil Procedure 56(c) states, in pertinent part:

The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

*Id.*

Pursuant to I.R.C.P. 56(c), summary judgment is appropriate where the pleadings, depositions, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

*Sewell v. Neilsen, Monroe, Inc.*, 109 Idaho 192, 707 P.2d 81 (Ct. App. 1985); *Ambrose v. Buhl Joint School Dist.* 412, 126 Idaho 581, 887 P.2d 1034 (1994).

Additionally, the moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial. *Badell v. Beeks*, 115 Idaho 101, 765 P.2d 126 (1988); *Celotex v. Catrett*, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986).

Idaho courts have held that in order to forestall summary judgment, a party "must do more than present a scintilla of evidence, and merely raising the 'slightest doubt' as to facts is not sufficient to create a genuine issue." *Petricevich v. Salmon River Canal Co.*, 92 Idaho 865, 871, 452 P.2d 362 (1969); *G&M Farms v. Funk Irrigation Co.*, 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion "is merely colorable" or "is not significantly probative", relying in part upon *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249-50, 106 S. Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, "the [non-moving party's] case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue." *Edwards v. Conchemco, Inc.*, 111 Idaho 851, 727 P.2d 1279 (Ct. App. 1986). Further, with respect to a claimed affirmative defense, it is the obligation and burden of the non-moving defendant to support a claimed affirmative defense on a motion for summary judgment. *Chandler v. Hayden*, 215 P.3d 485, 147 Idaho 765 (Idaho 2009).

### **III. STATEMENT OF UNDISPUTED FACTS**

Based upon the pleadings in this case, public land records of Nez Perce County, and the statutory presumptions afforded to a trustee's deed, the following facts are undisputed.

1.) Jeremy L. Bass was the fee simple owner of the Property and pledge the property as security under a Deed of Trust which was recorded on October 30, 2009 as Instrument No. 774964 in the land records of Nez Perce County, Idaho. (Complaint, Ex. A.; Affidavit of Counsel, Ex. A.)

2.) A Notice of Default was recorded on August 17, 2022 as Instrument No. 902262 in the land records of Nez Perce County, Idaho, which default still existed at the time of sale. (*Id.*, Ex. A, (a); *See* Affidavit of Counsel, Ex. B.)

3.) Notice of the time and place of a Trustee's Sale was given via registered/certified mail, personal service upon all occupants of the Property and/or by posting on said premises, and by publication as more fully set forth in Affidavits recorded as Instrument Nos. 904186, 904187, 904188, 904189, and 904190. (Complaint, Ex. A, (b).)

4.) Following various postponements of the original Trustee's Sale,<sup>1</sup> a sale was reset for February 29, 2024 at 11:00 a.m. as evidenced by an Affidavit of Mailing recorded in the Nez Perce County land records on January 29, 2024 as Instrument No. 912340. (*See* Affidavit of Counsel, Ex. C.)

5.) Plaintiffs were the highest bidders at the Trustee's Sale, purchasing the Property for \$165,346.71, and a Trustee's Deed was executed on March 1, 2024 and recorded on March 2, 2024 as Instrument No. 912874 in the Nez Perce County land records. (Complaint, Ex. A.)

6.) Following the Trustee's Sale, on or about March 21, 2024, a Notice of Vacate was sent to Defendants informing them of the new owners of the Property and demanding that the Property be vacated. (Complaint, Ex. B.)

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<sup>1</sup> Nez Perce County Court records indicate that Mr. Bass sought to stop the foreclosure by filing a Complaint for Injunctive and Declaratory Relief and Damages and seeking a Temporary Restraining Order in CV35-22-1875. An Opinion and Order on Motion to Dismiss and Strike Summons and Complaint was issued by the Honorable Mark T. Monson, on February 17, 2023. (Affidavit of Counsel, Ex. D.)

7.) With respect to any tenants of the Property, the Notice to Vacate specifically informed them of protections under the Protecting Tenants at Foreclosure Act and requested a copy of any written lease agreement and proof that all monthly rental payments due under the lease had been made, amongst other things. (*Id.*)

8.) The Notice to Vacate also informed any tenants that if they were a bona fide tenant with an expired lease, they had 90 days to vacate and that if they were a bona fide tenant they were required to make monthly lease payments during the remainder of the lease agreement. (*Id.*)

9.) The Notice to Vacate was sent via certified mail to the Defendants and records reflect was received on March 25, 2024. (*Id.*, Ex. E and F.)

10.) Records indicate that on March 26, 2024, Dwayne Pike called Plaintiffs' counsel in response to receipt of the Notice to Vacate advising that he couldn't find new housing on 3 days notice, asserting that his landlord believed the foreclosure to be illegal, requesting 90 days to vacate under the PTFA, and advising that he was on a month to month lease, and was requested to send a copy of the lease to Plaintiff's counsel so it could be reviewed, which Mr. Pike never provided. (*Id.*, ¶ 8.)

11.) Records indicate that on March 28, 2024, Jeremy Bass called Plaintiffs' counsel in response to receipt of the Notice to Vacate advising that he could not vacate within 3 days as set forth in the Notice to Vacate and that his tenant in the basement was entitled to 90 days to vacate. Mr. Bass was asked for a copy of the lease agreement, which has never been provided. (*Id.*, ¶ 9.)

12.) Mr. Pike's Answer in this matter was the first time that a copy of the purported Lease entered on February 28, 2024 has ever been provided to Plaintiffs. (*Id.*, ¶ 10; Declaration of Mountain Prime 2018 LLC, ¶ 7; Declaration of DPW Enterprises LLC, ¶ 7.)

13.) To date, neither Plaintiffs nor Plaintiffs' counsel has received any rental payments under any purported lease agreement from Mr. Pike. (Counsel Aff., ¶11; Declaration of Mountain Prime 2018 LLC, ¶ 8; Declaration of DPW Enterprises LLC, ¶ 8.)

14.) Both Mr. Bass and Mr. Pike remain in possession of the Property and both are refusing to relinquish possession. (Response to Summons and Complaint, *generally*; *See also* Verified Answer and Affirmative Defenses, ¶ 5.)

#### **IV. ARGUMENT**

Summary Judgment is appropriate as the undisputed facts prove each of the elements necessary to support a claim for ejectment as against Mr. Bass as the former owner of the Property, and as against Mr. Pike as a tenant of the Property.

##### **A. Summary Judgment is Appropriate as The Undisputed Facts Prove Each of the Necessary Elements for Ejectment from The Property.**

In an action for ejectment, Plaintiff must only prove “(1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession.” *Pro Indiviso, Inc. v. Mid-Mile Holding Trust*, 131 Idaho 741, 745, 963 P.2d 1178, 1182 (1998)(citation omitted).

Here, the Answer filed by Jeremy Bass and Dwayne Pike establish the last two elements. Specifically, Mr. Bass admits that he is in possession and, as demonstrated by the Answer generally, is refusing to surrender the Property to Plaintiff based upon a number of baseless assertions of wrongful foreclosure against his prior lender and the Trustee which have no bearing on Plaintiffs' rights to the Property as a good faith purchaser. Mr. Pike, as a tenant has taken a different approach admitting that he is in possession of the Property, denying that Plaintiffs are entitled to possession and otherwise asserting that he is entitled to remain in the Property pursuant to the Protecting Tenants at Foreclosure Act of 2009 (“PTFA”) which is an affirmative defense which is addressed in further detail below.

With respect to the element of ownership, it is undisputed that Plaintiffs are the owners of the Property by virtue of the trustee's sale of the Property and the issuance and recording of a trustee's deed. Pursuant to Idaho Code § 45-1506(11), "The purchaser at the trustee's sale shall be entitled to possession of the property on the tenth day following the sale, and any persons remaining in possession thereafter under any interest except one prior to the deed of trust shall be deemed to be tenants at sufferance."

The effect of a trustee's sale is set forth in Idaho Code § 45-1508, which states:

A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the deed of trust if all persons to whom notice is given under § 45-1506, Idaho Code, and any other persons claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with § 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any persons having actual knowledge of the sale.

*See* I.C. § 45-1508. In interpreting I.C. § 45-1508, the Idaho Supreme Court recently reiterated that the "provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506," ie... the manner of foreclosure including notice of the sale. *See Breckenridge Property Fund 2016, LLC, v. Wally Enterprises, Inc.*, 170 Idaho 649 (Idaho 2022).

Similarly, Idaho Code § 45-1510 provides that the recitals and affidavits in a Trustee's Deed are "**conclusive in favor of a purchaser in good faith for value** or any successor in interests thereof." (emphasis added). The Idaho Supreme Court has acknowledged and upheld the finality of trustee's sales noting that the Idaho Trust Deeds Act is "a comprehensive regulatory scheme for non-judicial foreclosure of deeds of trust, which includes the exclusive remedies for a statutory violation." *Spencer v. Jameson*, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that "the legislature did not intend for a sale to be set

aside once the trustee accepts the credit bid as payment in full.” Rather, the legislature’s interest was “in preserving the finality of title to real property.” *Id.* Thus, “a sale is final once the trustee accepts a bid as payment in full unless there are issues surrounding the notice of the sale (which are admittedly not present in this case).” *Id.*

Based upon the foregoing, the recitals and affidavits in the Trustee’s Deed for the Property confirm that Mr. Bass defaulted on his payment obligations, a Notice of Default was issued and recorded, a Notice of Trustee’s Sale was issued, notice was provided in multiple methods as required by Idaho Code, and a Trustee’s Sale held where Plaintiffs were the highest bidders at the sale, paying \$165,346.71 to purchase the Property.

These facts are ultimately conclusive as to Plaintiffs and cannot be challenged by Mr. Bass or Mr. Pike in an effort to retain title to the Property. Moreover, all of Mr. Bass’s allegations deal with his interaction with his prior lender and stem from conclusory allegations about the Trustee, neither of whom are parties to this suit, nor has he sought to bring into this action. While it certainly appears that Mr. Bass has a number of disputes with his previous lender or that he believes the actions of the Trustee and his lender were wrongful, those disputes do not allow him to retain title or possession of the Property. Rather, title to the property has passed to Plaintiff pursuant to the valid and recorded Trustee’s Deed leaving Defendant with no legal avenue to recover title.

As such, Mr. Bass has no option but to vacate the Property, which he has failed to do and as such, Judgment against him authorizing the Nez Perce County Sheriff to remove him from the Property is required. Mr. Pike similarly has no basis to remain in the Property pursuant to the PTFA where he is not in compliance with his purported lease because he has failed to pay his lease payments in a timely manner to Plaintiffs.

**B. The Motion to Dismiss and Strike Summons and Complaint is Meritless and Should be Denied.**



In connection with his Answer in this matter, Mr. Bass also filed what is titled as a Motion to Dismiss and Strike Summons and Complaint, through which he alleges 5 arguments, each of which appear to be defenses to the present action as opposed to valid grounds for dismissal of the Complaint outright. Mr. Bass fails to cite any rule or grounds upon which he is seeking dismissal which if considered under I.R.C.P. 12(b)(6) should be denied outright where all factual allegations must be construed in favor of the non-moving party, and when viewed through that lens clearly plead an entitlement to possession of the Property in this case. Even if Mr. Bass were moving for dismissal based upon some other uncited authority, his stated grounds are meritless for the following reasons.

First, Mr. Bass asserts that the underlying foreclosure is invalid because it's based upon an alleged "fraudulent instrument" which he contends is detailed in his Response; however, no such explanation is given in any of Defendant's filings. Mr. Bass makes reference to the Trustee's Deed being unrecorded; however, such a statement is false as evidenced by the recording stamp located on the top of the Trustee's Deed which is attached to Plaintiffs' complaint as Exhibit A. The omission of any other basis for claiming there is a fraudulent instrument is likely intentional where Mr. Bass asserted similar baseless allegations in his prior lawsuit where the court found it "inconceivable...that Mr. Bass would [make payments on a loan] that he did not actually enter into..." (Counsel Aff., Ex. D, pg. 5.) Accordingly, without support, Defendant presents no valid basis for dismissal.

Second, Mr. Bass asserts that the foreclosure action was somehow rigged, again without providing any evidence or explanation as to how it was rigged. In some parts of his pleadings he appears to contend that the sale was not openly held while in other parts he appears to claim that bidding should have been started at the fair market value of the Property. Ultimately, Mr. Bass

has not and cannot point to any legal or factual support for his position, and clearly fails to account for the fact that foreclosing lender can only bid what it is owed and what may be paid to purchase the Property beyond that is up to those interested purchasers in attendance. Moreover, the facts of the case refute Defendant's conclusory assertion and reflect that the Property was sold at a public sale to Plaintiffs who were third-party purchasers at the sale and who paid \$165,346.71 to purchase the Property. That Mr. Bass believed he had more equity is clearly refuted by the results of an open sale and he identifies no other basis upon which he believes the sale was improper.

Third, Mr. Bass contends that Plaintiffs have failed to join indispensable parties including both Carrington and the prior trustee because they played a role in the underlying non-judicial foreclosure. Again, Defendant's arguments are misplaced. In seeking possession of the premises, pursuant to a issued and recorded Trustee's Deed, Plaintiffs need only name those parties interfering with its possession which has been done. That Mr. Bass has issues with his prior lender and Trustee does not involve Plaintiffs who are good faith purchasers and thus they are not necessary parties to Plaintiffs' claim for ejectment.

Fourth, Mr. Bass claims that the Trustee had a conflict of interest. Again, if Mr. Bass has qualms with his prior lender or Trustee, he's free to litigate those claims, and in fact the record shows that he is fully aware of how to do so; however, his qualms do not involve Plaintiffs as good faith purchasers of the Property, nor do they create a basis for dismissal of a valid claim for possession.

Lastly, Mr. Bass claims that Plaintiffs' Complaint should be dismissed because he has not been served with a notice of any hearing concerning the eviction. Again his arguments are without merit as no such hearings have been set, and thus he has not been deprived of due process. Rather, the present motion is being set as is required by the Idaho Rules of Civil Procedure and a proper

hearing held.

For the forgoing reasons, the Motion to Dismiss is without merit.

**C. Mr. Pike is Not Entitled to Remain in Possession Pursuant to a Lease which he is in Breach of for Non-payment of Rent.**

In response to the Complaint for Ejectment, Mr. Pike has raised one affirmative defense which seeks to invoke the protections of the PTFA and to force Plaintiffs to honor a renewed Lease agreement that was allegedly entered into on February 28, 2024 one day prior to the non-judicial foreclosure sale of the Property, and which was never provided to Plaintiffs or their counsel until it was attached to Mr. Pike's Verified Answer and Affirmative Defenses. While Idaho law makes clear that it is Mr. Pike's burden to support his claimed affirmative defense on a motion for summary judgment, meaning it is his burden to show that the PTFA applies, for the following reasons, Mr. Pike cannot meet his burden. *See Chandler v. Hayden*, 215 P.3d 485, 147 Idaho 765 (Idaho 2009).

For purposes of the present motion for summary judgment, even if the Court were to accept Mr. Pike's assertions that he is a Tenant under a bona fide lease and that Plaintiffs are required to honor his lease agreement under the Protecting Tenants at Foreclosure Act of 2009, Mr. Pike is still subject to being ejected from the Property for breach of his lease agreement due to non-payment of rent to Plaintiffs. Specifically, the Lease that Mr. Pike attaches to his Verified Answer in this matter provides in salient part as follows:

10. Rent

10. Subject to the provisions of this Lease, the rent for the Property is \$700 per month (the "Rent").

11. The Tenant will pay the Rent on or before the first (1<sup>st</sup>) day of each and every month of the term of this Lease to the Landlord at 1515 21<sup>st</sup> Ave. or at such other place as the Landlord may later designate by cash or Money order, Cashier's Check.

13. The Tenant will be charged an additional amount of \$75.00 per infraction for any Rent that is received after the greater of 5 days after the due date and any mandatory grace period required under the Act, if any...

*See Verified Answer and Affirmative Defenses, pgs. 7-15.*

With the foregoing in mind, the undisputed facts establish that Mr. Pike has not paid rent to Plaintiffs since they took ownership of the Property. Stated differently, under the terms of Lease that Mr. Pike seeks to enforce and seeks to have Plaintiffs' honor, Mr. Pike cannot show that he has timely paid all rent that has become due to Plaintiffs since Plaintiffs took ownership of the Property.

It is anticipated that Mr. Pike may assert two arguments in response. First, it is anticipated that Mr. Pike will assert that he has kept current with his rent obligations because he has continued to pay his rent directly to Mr. Bass, the former owner of the Property and second, that Plaintiffs have never demanded rent nor provided him with an address to tender rent to; however, both arguments fail where the Notice to Vacate served upon Mr. Pike informed him of both who the new owners of the Property were, the address for Plaintiffs' attorney of record and informed him of his obligation to continuing making all rent payments. Specifically, the Notice to Vacate that was sent and received by Mr. Pike at the end of March 2004 informed him as follows:

**YOU ARE HEREBY NOTIFIED** that the premises you are occupying was sold at a foreclosure sale on February 29, 2024 and was purchased by DPW Enterprises LLC and Mountain Prime 2018 LLC ("Property Owner"). A copy of the Trustee's/Sheriff's Deed is attached to this Notice. Pursuant to Idaho Code § 45-1506(11) the Property Owner is entitled to possession of the below referenced property after 10 days of the foreclosure sale...

If you are a tenant of the former owner of the property, and not a child, spouse, or parent of the former owner of the property, you may be entitled to additional rights as provided in the Protecting Tenants at Foreclosure Act of 2009. In order for us to determine on behalf of the Property Owner what rights you may have under the Protecting Tenants at Foreclosure Act of 2009, you must immediately forward to us the following:

- (a) a copy of your written lease (if an oral lease you must provide us a summary of the terms of your oral lease, including: the terms of the lease, monthly rental amount, and all other relevant least terms);

- (b) proof of your alleged monthly rental amount (proof may be in the form of a copy of you lease showing the rent amount, or, if an oral lease, copies of cancelled checks or money orders);
- (c) proof that all monthly rental payments due under the lease have been paid to date (proof may be in the form of copies of cancelled checks, money orders, or a signed statement from your landlord stating that you have paid your rent in full as required by your lease);
- (d) the names of all occupants of the Property who are over 18 years of age; and
- (e) indicate whether you are a Section 8 tenant.

If you are determined to be a bona fide tenant with an expired lease, the Property Owner hereby provides notice that your right to remain at the property expires no later than 90 calendar days after the service of this Notice. If you are still in possession of the property at that time, the Property Owner will immediately begin eviction proceedings against you.

If you believe you are a bona fide tenant with a unexpired lease or a bona fide tenant with an expired lease, you are required to make your required monthly lease payments during the remainder of your lease agreement if your lease is unexpired and/or during the 90 day notice of eviction period if your lease is expired.

*See Complaint, Ex. B.*

In the case at hand, and in response to the Notice to Vacate, Mr. Pike complied with none of the foregoing including failing to provide a copy of the Lease which was only recently attached to his Answer, failing to provide proof of all monthly rental payments due under the lease that had been paid and most importantly, failure to make his required monthly lease payments during the remainder of his lease agreement. According to the terms of the lease agreement, the following amounts would have had to have been paid to Plaintiffs to be in compliance with the Lease he now seeks to enforce:

April Rent:	\$700
Late Fee:	\$75
May Rent:	\$700
Late Fee:	\$75
June Rent:	\$700
Late Fee:	\$75
July Rent:	\$700
Late Fee:	\$75

August Rent:	\$700
Late Fee:	\$75
September Rent:	\$700
Late Fee:	\$75
<b>TOTAL DUE:</b>	<b>\$4,650.00</b>

*See Verified Answer and Affirmative Defenses, pgs. 7-15.)*

Here, Mr. Pike cannot support his affirmative defense that he is protected from eviction under the PTFA, where even assuming he were a bona fide tenant under a bona fide lease and Plaintiffs were entitled to honor his lease, he cannot prove that he is compliance with the terms of the Lease having failed to pay each monthly rent payment to Plaintiffs who became owners of the Property on March 2, 2024,<sup>2</sup> which Mr. Pike was clearly made aware of at the end of March 2024.

Accordingly, summary judgment is proper with respect to Mr. Pike and he should be ejected from the Property.

## **V. CONCLUSION**

Plaintiffs are the legal owners of the Property pursuant to a final and valid trustee's deed issued following a properly noticed and conducted Trustee's Sale. Plaintiffs were good faith purchasers and as such, are entitled to judgment as prayed for in Plaintiff's Complaint requiring that Defendant Jeremy Bass surrender the Property to Plaintiff and the Court should issue a Writ of Ejectment to the County Sherriff ordering that Jerney Bass be removed from the Property and that Plaintiff have immediate possession thereof.

Plaintiffs are similarly entitled to a Writ of Ejectment ordering that Mr. Pike be removed from the Property and that Plaintiff have immediate possession thereof due to non-payment of rent under the terms of his Lease agreement dated February 29, 2024.

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<sup>2</sup> I.C. § 6-303(2) provides that a tenant of real property is guilty of unlawful detainer "where he continues in possession, in person or by subtenant, without permission of his landlord, or successor in estate of his landlord, if any there be, after default in the payment of rent, pursuant to the lease or agreement under which the property is held..."

DATED This September 16, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard  
Lewis N. Stoddard  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this September 16, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 <sup>st</sup> Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. <a href="mailto:kennagy@idaholegalaid.org">kennagy@idaholegalaid.org</a> <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard  
Lewis N. Stoddard