*Jeremy L. Bass, Pro Se*

*1515 21st Ave*

*Lewiston, ID 83501-3926*

*Ph: 208-549-9584*

*Quantum.J.L.Bass@RAWdeal.io*

**IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT**

**FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY**

|  |  |
| --- | --- |
| DPW Enterprises LLC and Mountain Prime 2018 LLC,  Plaintiff,  vs.  Jeremy L. Bass, Dwayne Pike, and Current  occupant, and Unknown Parties in  Possession of the real property commonly  known as 1515 21st Avenue, Lewiston,  Idaho 83501  Defendants. | Case No. CV35-24-1063  **DEFENDANT'S RESPONSE TO PLAINTIFF'S**  **ALLEGATIONS IN SECTION D**  **DEMAND FOR JURY** |

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), perforce representing himself pro se, and hereby responds to the Plaintiffs' Reply Memorandum in Support of Motion for Summary Judgment as Against Defendant Jeremy L. Bass, (hereinafter "Plaintiff’s Memorandum"), filed in this proceeding on the 18th day of October, 2024, delivered on the 20th day of October mid-day to Defendant Bass. This response is based on the facts and arguments set forth herein.

**I. INTRODUCTION**

The Defendant submits this response to address the allegations made by Plaintiffs in Section D of the Plaintiff’s Memorandum, entitled “Defendant’s Challenges to the Notice to Vacate are Meritless,” received just yesterday. Plaintiffs assert that Defendant Bass’s challenge to the Notice to Vacate is without merit, claiming that he has not provided a copy of the purported insufficient notices. However, the burden of proving that a proper and complete eviction notice was duly served rests on the Plaintiffs, and their failure to provide any evidence supporting this claim undermines their argument.

**II. PLAINTIFFS BEAR THE BURDEN OF PROVING PROPER NOTICE**

1. **Plaintiffs' Failure to Provide Evidence of Proper Notice**  
   In eviction cases, the party asserting proper service of an eviction notice is required to provide evidence. Plaintiffs have failed to produce any documentation, such as certified mail receipts or sheriff’s office records, to substantiate their claim that a valid and complete eviction notice was served. Without such evidence, their assertion that Defendant Bass’s challenge is meritless is unsupported by the necessary proof.
2. **Attendance at Trustee’s Sale Does Not Satisfy the Requirement of Proper Notice**  
   Plaintiffs argue that Defendant Bass’s presence at the Trustee’s Sale implies that he had knowledge of the property's sale and therefore received proper notice to vacate. However, this argument is legally insufficient. Attendance at the sale does not substitute for the formal legal requirement to serve a proper and complete notice to vacate under Idaho law. Defendant’s knowledge of the sale does not negate Plaintiffs' obligation to follow the proper legal procedures.

III. **INSUFFICIENT NOTICE AND PLAINTIFFS’ FAILURE TO MEET LEGAL REQUIREMENTS**

1. **Deficient Notices and Lack of Documentation**  
   Defendant Bass maintains that the notices served by Plaintiffs were incomplete and referenced attachments, such as the deed, which were never provided. As such, these notices are legally defective under Idaho law. Plaintiffs must present verifiable proof that they served a proper and complete notice to vacate, which they have failed to do.
2. **Service of the Complaint Does Not Fulfill Notice Requirements**  
   Plaintiffs also attempt to argue that the service of the Complaint, which includes an eviction notice, satisfies their legal obligation. However, Idaho law mandates that a separate and complete notice to vacate must be served independently of the Complaint. Plaintiffs have not provided sufficient evidence to show that they complied with these statutory requirements.
3. **Legal Argument Regarding Notice To Vacate**

**Under Idaho law, the requirements for terminating a tenancy or other estate at will are set forth in Idaho Code § 55-208. The statute requires that the landlord provide written notice to the tenant, specifying a vacate date that is no less than one month from the date of the notice. Similarly, a tenant may terminate the tenancy by providing the landlord with written notice that also specifies a vacate date not less than one month from the date of the notice.**

**In the present case, the Plaintiffs have failed to produce adequate evidence that a valid notice to quit or vacate was served upon the Defendant, as required by Idaho Code § 55-208. Without proper documentation showing that a written notice was served in accordance with the statute, the Plaintiffs' claim that Defendant was provided proper notice is unsupported. Furthermore, Idaho law makes clear that proper notice is an essential requirement for termination of tenancy and cannot be substituted by attendance at a Trustee’s Sale or by any other informal means of communication. The Plaintiffs must demonstrate that they provided written notice that conforms to the statutory requirements.**

**Therefore, Defendant contends that the Plaintiffs’ failure to meet the legal standards outlined in Idaho Code § 55-208 undermines their argument and calls into question the validity of their notice to vacate**.

**IV. CONCLUSION**

For the foregoing reasons, Defendant Bass respectfully requests that the Court:

1. Dismiss Plaintiffs' arguments regarding the validity of the notice to vacate;
2. Require Plaintiffs to provide proof of proper and complete service of a lawful eviction notice as mandated by Idaho law; and
3. Deny Plaintiffs' Motion for Summary Judgment based on their failure to meet the legal requirements for serving a valid eviction notice.

Dated this \_21\_ day of October 2024.

Respectfully submitted,

Jeremy L. Bass

Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 2024, at the following email address and postal address:

|  |  |
| --- | --- |
| Email: lewis@hwmlawfirm.com  Postal: Lewis N. Stoddard, Bar No. 7766  Halliday, Watkins & Mann, P.C.  376 East 400 South, Suite 300  Salt Lake City, UT 84111 | Ken Nagy  Idaho Legal Aid Services, Inc.  Email: kennagy@idaholegalaid.org  Counsel for Dwayne Pike |

Jeremy L. Bass

Defendant

Signature

**ACKNOWLEDGMENT**

STATE OF IDAHO )

: ss.

County of NEZ PERCE COUNTY )

On the \_21\_\_ day of \_\_October\_\_, 2024, before me, the undersigned Notary Public, personally appeared \_\_Jeremy Bass\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public for Idaho

Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_