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KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 20-2-05339-2 SEA

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

NW PROPERTY SOLUTIONS, a
Washington sole proprietorship; NWPS
WA, LLC, a Washington limited liability
company; and TRAVIS A. JACKSON,
individually,

Defendants.

NO.

COMPLAINT FOR INJUNCTIVE AND
OTHER RELIEF

The Plaintiff, State of Washington, by and through its attorneys Robert W. Ferguson, Attorney General, and Ben J. Brysacz and Daniel L. Allen, Assistant Attorneys General, brings this action against corporate defendants NW Property Solutions and NWPS WA, LLC, as well as individual defendant Travis A. Jackson (collectively, "Defendants"). The State alleges the following on information and belief:

I. INTRODUCTION

1.1 Since at least 2016, Defendants have engaged in an unlawful, misleading, and deceptive scheme to market "free" rental property management services to Washington consumers. Defendants are not licensed to provide property management services, but nonetheless advertise that they "provide homeowners with FREE supervision and maintenance

1 for their rental properties.” “Too good to be true? Not at all! You will not pay us a dime for our
2 services.” Those services include “finding/maintaining proper tenants,” “leasing & tenant
3 paperwork,” and “handyman and maintenance services,” among others. The offer is, in fact, too
4 good to be true. Without consumers’ knowledge or permission, Defendants modify the interior
5 of consumers’ homes, increasing the number of bedrooms, and fill these homes above their
6 occupancy limits, sometimes in violation of local building codes and health and safety
7 ordinances. Defendants are frequently late in delivering payments to homeowners, do not
8 respond to homeowner inquiries, threaten legal action against homeowners who attempt to
9 contact them, and communicate exclusively with a phone app designed to send calls directly to
10 voicemail. Homeowners are left footing the bill for unpaid utilities, municipal fines, extensive
11 home repair, and legal fees. This scheme is unfair and deceptive in violation of the Washington
12 Consumer Protection Act (CPA), RCW 19.86.020.

13 1.2 Further, Defendants’ scheme involves inducing consumers to sign substantively
14 unconscionable contracts purporting to give Defendants “sole authority and unrestricted access”
15 over the subject homes for the duration of the term. The contracts further state that “NWPS and
16 all of their representatives cannot be evicted, vacated, or removed from the Premises, for any
17 reason, by the Homeowner, or by any person, company, or legal entity representing them, or by
18 all courts, judges, commissioners, or the legal system.” Nor can the contract be terminated by
19 any person or court for any reason. The contracts also contain hair-trigger provisions voiding
20 any payments to the homeowner in some circumstances. These unconscionable contracts are
21 unfair practices in violation of the CPA.

22 II. PARTIES

23 2.1 The Plaintiff is the State of Washington.

24 2.2 Defendant NW Property Solutions is a Washington sole proprietorship with its
25 principal place of business in Auburn, WA. At all times material to this lawsuit, NW Property
26 Solutions was registered to do business in the State of Washington and conducted business

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IV. NATURE OF TRADE OR COMMERCE

4.1 Defendants, at all times relevant to this action, have been engaged in trade or commerce within the meaning of RCW 19.86.010.

V. FACTS

5.1 All the corporate defendants are businesses founded and controlled by Travis A. Jackson that participated in the solicitation, advertisement, and/or sale of property management services to consumers located in various counties throughout the State of Washington.

5.2 All corporate defendants were and are based in Auburn, Washington.

5.3 The business practices of Defendants detailed herein are ongoing.

Defendants' Corporate History

5.4 On May 2, 2018, Jackson registered NWPS WA, LLC (UBI # 604-273-694). Jackson is listed as the only governing person.

5.5 On February 1, 2019, Jackson registered NW Property Solutions, a sole proprietorship (UBI # 604-352-761), with two registered trade names: NW Property Solutions and WA Property Solutions. Jackson is listed as the only governing person.

5.6 On information and belief, Jackson previously operated a property management business called ATA Property Services.

5.7 On information and belief, none of the Defendants are licensed to provide property management services or real estate services in the State of Washington.

NW Property Solutions' Online Marketing

5.8 NW Property Solutions operates a website available at <https://www.nwpropertysolutions.org>. On information and belief, NW Property Solutions is a for-profit entity, despite the non-profit web address. A true and correct copy of the webpages as they existed on January 13, 2020 is attached as **Exhibit A**.

5.9 NW Property Solutions' website claims that the company "provide[s] homeowners with FREE supervision and maintenance for their rental properties." "Too good to

1 | be true? Not at all! You will not pay us a dime for our services.” Those services include
2 | “finding/maintaining proper tenants,” “leasing & tenant paperwork,” “handyman and
3 | maintenance services,” and “We take special care of your home,” among others.

4 | 5.10 The website claims that consumers “can make thousands of dollars EXTRA per
5 | year from your rental home! And you don’t have to do anything! It’s simple and there is no
6 | catch! Relax and let us supervise your rental, maintain it, and pay all of the utilities for it!”

7 | 5.11 The website claims that Defendants “ARE NOT a property management
8 | company. We are a property services company that provides professional landlord and
9 | maintenance services for free.” On information and belief, Defendants emphasize that distinction
10 | because they are aware that offering property management services requires a professional
11 | license that Defendants lack.

12 | 5.12 Defendants’ website displayed eight testimonials, each appearing under five gold
13 | stars.

14 | 5.13 One testimonial, purportedly from Andrea H. in Kent, Washington, states “They
15 | have been taking care of my home for over 2 years and everything has been wonderful!”

16 | 5.14 Another testimonial, purportedly from Dennis G. in Kirkland, Washington, stated
17 | “The company’s free services are so helpful. I thought it was good to be true but it’s turned out
18 | to be the best thing I could have done.”

19 | 5.15 Another testimonial, purportedly from Seo-yun K. in Redmond, Washington,
20 | claimed “Everything is free! I do nothing and don’t worry about anything! Thank u!”

21 | 5.16 The testimonials were removed from Defendants’ website after the State served
22 | Defendants with a Civil Investigative Demand that, in part, requested documents and
23 | information regarding the testimonials and the people who made them.

24 | 5.17 On information and belief, some or all of these testimonials were fake.

25 | 5.18 The website invites consumers to contact the company via phone, email, or by
26 | submitting an online form.

1 **Defendants' Unfair and Deceptive Property Management Scheme**

2 5.19 On information and belief, Defendants rely on inquiries generated from their
3 website and word of mouth to generate potential leads.

4 5.20 Defendants also respond to advertisements for rooms for rent, offering to take
5 over property management responsibilities for homeowners who are renting rooms directly.

6 5.21 Once Defendants have made contact with potential customers, Defendants induce
7 consumers to sign property management contracts. An example of one such contract is attached
8 hereto as **Exhibit B**.

9 5.22 The standard contract states that Defendants "shall make sure that the Premises
10 is only used for lawful purposes."

11 5.23 However, without homeowner knowledge or permission, Defendants erect new
12 interior walls in the homes, creating additional bedrooms, install locks and apartment numbers
13 on interior doors, and fill the homes with additional tenants above and beyond the occupancy
14 limits of the homes.

15 5.24 In at least one instance, this involved Defendants converting a single-family home
16 with a septic system zoned for no more than six occupants into a group home with fourteen
17 tenants. Those modifications triggered inspections, notices of violations, and fines by local
18 building authorities.

19 5.25 Defendants have refused to pay municipal fines incurred as a result of their
20 activities.

21 5.26 On information and belief, in some instances Defendants have returned homes to
22 their originally constructed state in order to pass code enforcement inspections, and then
23 immediately re-erected the interior modifications so that the additional, unpermitted tenants
24 could return.

1 5.27 Defendants are frequently late in delivering payments to homeowners, do not
2 respond to homeowner inquiries, and threaten legal action against homeowners who attempt to
3 contact them or complain about late payments and other issues.

4 5.28 In one instance, Defendants threatened to withhold overdue payments to a
5 homeowner until she agreed to sign a new contract. When that homeowner signed the new
6 contract with an annotation that it was "under duress," Defendants threatened her with legal
7 action and continued to withhold payments owed to her.

8 5.29 On information and belief, Jackson communicates exclusively with a phone app
9 designed to send his calls directly to voicemail in order to frustrate homeowner attempts at
10 communication.

11 5.30 Defendants' actions have imposed significant financial and emotional costs on
12 Washington consumers, including but not limited to damage to their homes, unpaid fines, unpaid
13 utilities, legal fees, and emotional distress.

14 **Defendants' Substantively Unconscionable Property Services Contracts**

15 5.31 Defendants' contracts are one-sided, contain hair-trigger provisions voiding
16 Defendants' obligation to pay homeowners for minor violations of contract terms, and are
17 substantively unconscionable and unfair.

18 5.32 These contracts grant Defendants "sole authority and unrestricted access" over
19 the subject homes for the duration of the term (typically one year).

20 5.33 The contracts further state that "NWPS and all of their representatives cannot be
21 evicted, vacated, or removed from the Premises, for any reason, by the Homeowner, or by any
22 person, company, or legal entity representing them, or by all courts, judges, commissioners, or
23 the legal system." Nor can the contracts be terminated by any person or court for any reason.

24 5.34 The contracts also prohibit homeowners from contacting Defendants about late
25 payments or other issues, from contacting any tenants during the contract term, from visiting the
26 home without an invitation from Defendants, from posting legal notices at the home, and from

1 contacting utility companies that serve the home. Any violation “shall result in the permanent
2 forfeiture of a monthly payment to the Homeowner.”

3 **Defendants’ Continuous Unlawful Conduct**

4 5.35 On information and belief, Defendants scheme is ongoing and undeterred by
5 private action by individual homeowners or by municipal code enforcement.

6 5.36 Since 2016, least eight Washington homeowners in Seattle, Tacoma, Bothell,
7 Renton, Everett, Marysville, and Auburn have been subject to Defendants’ unfair and deceptive
8 acts and practices. These homeowners are currently in contract with Jackson and in various
9 stages of removing Jackson and his companies from their properties.

10 5.37 On information and belief, additional consumers unknown to the State are
11 currently under contract with Defendants for property management services.

12 5.38 On information and belief, Defendants have targeted vulnerable consumers —
13 homeowners dealing with health care concerns, individuals with disabilities, and consumers
14 who speak English as a second language, among other characteristics.

15 **State’s Civil Investigative Demand and Defendants’ Non-Response**

16 5.39 The State has received numerous consumer complaints regarding Defendants’
17 conduct.

18 5.40 On January 6, 2020 at an unrelated criminal hearing in which Jackson appeared
19 as a defendant, the State personally served Travis A. Jackson and the Corporate Defendants
20 with a Civil Investigative Demand (CID) requesting information and documents related to
21 Defendants’ property management services, including a list of the homes under contract with
22 Defendants.

23 5.41 After service of the CID, Defendants removed all testimonials from their website.

24 5.42 Defendants did not respond by the February 5, 2020 deadline. Instead, the State
25 received on February 11, 2020 a letter from Jackson requesting additional time.

- 1 g. Failing to clearly disclose to consumers that they may remain liable for fines
2 and penalties levied against their homes as a result of Defendants' conduct;
3 and/or
4 h. Misleading consumers about their status as a licensed property management
5 services company in violation of RCW 18.85, or that they provide better,
6 different and/or greater services than licensed property management service
7 companies.

8 6.2 The acts or practices described herein occurred in trade or commerce as defined in
9 RCW 19.86.010(2) because they included an offer to sell services to Washington consumers.

10 6.3 These practices affected the public interest because they impacted numerous
11 Washington consumers. These practices constituted a pattern of conduct that Defendants committed
12 in the course of business and for which there is a real and substantial potential for repetition.

13 **VII. SECOND CAUSE OF ACTION**
14 **(RCW 19.86.020 Unfair and/or Deceptive Acts and Practices in Fostering an Online**
15 **Reputation)**

16 7.1 Plaintiff re-alleges Paragraphs 1.1 through 5.38 and incorporates them as if set fully
17 herein.

18 7.2 In connection with creating or soliciting fake online reviews, Defendants have
19 engaged in unfair and/or deceptive acts or practices in violation of the CPA, RCW 19.86.020,
20 including but not limited to the following:

- 21 a. Misrepresenting the quality of services provided by Defendants;
22 b. Misrepresenting Defendants' reputation as service providers;
23 c. Misrepresenting Defendants as the same as or related to other service
24 providers with similar names;
25 d. Failing to disclose a connection between the reviewer and Defendants that
26 might materially affect the weight or credibility of the endorsement; and/or

1 e. Misleading consumers to believe they will get the same result and/or quality
2 of service provided by Defendants as the online reviewers.

3 7.3 The acts or practices described herein occurred in trade or commerce as defined in
4 RCW 19.86.010(2) because they included an offer to sell services to Washington consumers.

5 7.4 These practices affected the public interest because they impacted numerous
6 Washington consumers. These practices constituted a pattern of conduct that Defendants committed
7 in the course of business and for which there is a real and substantial potential for repetition.

8 **VIII. THIRD CAUSE OF ACTION**
9 **(RCW 19.86.020 Unfair and/or Deceptive Acts and Practices in Property Management**
10 **Services)**

11 7.5 Plaintiff re-alleges Paragraphs 1.1 through 5.38 and incorporates them as if set fully
12 herein.

13 7.6 In connection with providing their property management services, Defendants have
14 engaged in unfair and/or deceptive acts or practices in violation of the CPA, RCW 19.86.020,
15 including but not limited to the following:

- 16 a. Modifying the interior of homes without homeowner knowledge or
17 approval;
- 18 b. Failing to pay utilities as promised;
- 19 c. Failing to pay or making late payments to homeowners;
- 20 d. Withholding payments in order to induce consumers to sign new contracts;
- 21 e. Filling homes above occupancy limits in violation of local zoning and health
22 and safety regulations;
- 23 f. Damaging homes and refusing to make or pay for repairs;
- 24 g. Misleading code enforcement officials about interior modifications and/or
25 the number of tenants living in homes under contract;
- 26 h. Refusing to pay fines and/or penalties levied against consumer homes as a
result of Defendants' conduct; and

- 1 i. Threatening consumers with legal action for attempting to communicate
2 with Defendants and/or for reporting concerns to state and local
3 governmental authorities.

4 7.7 The acts or practices described herein occurred in trade or commerce as defined in
5 RCW 19.86.010(2) because they included an offer to sell services to Washington consumers.

6 7.8 These practices affected the public interest because they impacted numerous
7 Washington consumers. These practices constituted a pattern of conduct that Defendants committed
8 in the course of business and for which there is a real and substantial potential for repetition.

9 **IX. FOURTH CAUSE OF ACTION**
10 **(RCW 19.86.020 Unfair Acts and Practices in Property Management Contracts)**

11 7.9 Plaintiff re-alleges Paragraphs 1.1 through 5.38 and incorporates them as if set fully
12 herein.

13 7.10 In soliciting consumers to enter into property management service contracts,
14 Defendants have engaged in unfair acts or practices in violation of the CPA, RCW 19.86.020,
15 including but not limited to the following:

- 16 a. Purporting to give Defendants “sole authority and unrestricted access” over
17 subject homes;
- 18 b. Asserting that “NWPS and all of their representatives cannot be evicted,
19 vacated, or removed from the Premises, for any reason, by the Homeowner,
20 or by any person, company, or legal entity representing them, or by all
21 courts, judges, commissioners, or the legal system”;
- 22 c. Asserting that the contract cannot be terminated by any person or court for
23 any reason;
- 24 d. Prohibiting homeowners from contacting Defendants about late payments
25 or other issues in any manner not authorized by Defendants;
- 26

- 1 e. Prohibiting homeowners from visiting the home or posting legal notices at
2 the home without prior authorization from Defendants;
3 f. Prohibiting homeowners from contacting utility companies that service the
4 home without prior authorization from Defendants; and
5 g. Claiming that any violation of the terms described above “shall result in the
6 permanent forfeiture of a monthly payment to the Homeowner.”

7 7.11 The acts or practices described herein occurred in trade or commerce as defined in
8 RCW 19.86.010(2) because they included an offer to sell services to Washington consumers.

9 7.12 These practices affected the public interest because they impacted numerous
10 Washington consumers. These practices constituted a pattern of conduct that Defendants committed
11 in the course of business and for which there is a real and substantial potential for repetition.

12 **X. PRAYER FOR RELIEF**

13 Wherefore, the State prays for the following relief:

14 8.1 That the Court adjudge and decree that Defendants have engaged in the conduct
15 complained of herein.

16 8.2 That the Court adjudge and decree that the conduct complained of herein constitutes
17 unfair and deceptive acts or practices in violation of the Consumer Protection Act, RCW 19.86.

18 8.3 That the Court issue a permanent injunction enjoining and restraining Defendants
19 and their representatives, successors, assignees, officers, agents, servants, employees, and all other
20 persons acting or claiming to act for, on behalf of, or in active concert or participation with
21 Defendants from continuing or engaging in the unlawful conduct complained of herein.

22 8.4 That the Court assess civil penalties, pursuant to RCW 19.86.140, of up to \$2,000
23 per violation against Defendants for each and every violation of RCW 19.86.020 alleged herein.

24 8.5 That the Court, as an equitable remedy, disgorge Defendants of money or property
25 acquired by Defendants as a result of the conduct complained of herein.



BUSINESS ACQUISITIONS

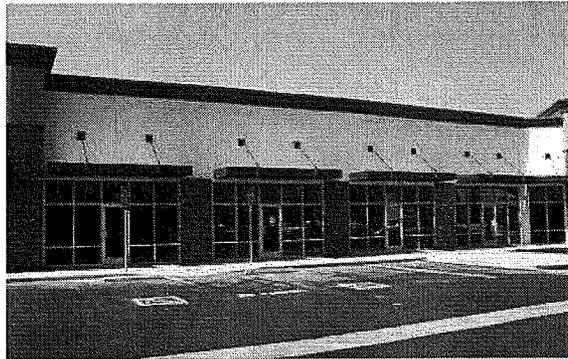


Our company can buy your business and help you make up to 50% more than your asking price!

Are you trying to sell your business? We purchase businesses through creative financing with a lease to own agreement. We know most business owners would prefer to sell their companies outright, but sometimes that isn't possible or doesn't happen right away. We can offer you 20% to 50% more than your selling price when you accept monthly payments for a term of 12 to 60 months.

We Specialize In Purchasing:

- Restaurants
- Cafes
- Delis
- Bakeries
- Coffee Stands
- Bars
- Tanning Salons
- Hair Salons
- Nail Salons
- Salon & Spas
- Limousines



If you're looking to sell your business soon, we are available immediately. Our offers are authentic and generous. The offer you receive will depend on us viewing your business and determining if it will be a beneficial investment. If we decide to purchase the business, we will make sure the transition is smooth and painless, without either party having to jump through hoops. You will not receive a down payment with our proposals. The substantial amount extra that you receive is to compensate for a down payment, deposit, and our specific payment and lease terms, etc. Both parties would sign a simple lease to own agreement that contains all of the terms, payments, and information. If you deal with a landlord, we would simply sublease from you until your lease is up or our terms are met.

Sale Example: Your business selling price is \$50,000 - We would offer \$60,000 to \$75,000 to be paid to you within 12 to 60 months. You would make \$10,000 to \$25,000 extra in 1 to 5 years! No bank or interest paying account can compete with that! Plus you will be receiving a payment each month!

Let us help you sell your business and make a larger return on your investment than you ever hoped to receive!
Please contact us today!



CONTACT US

NW PROPERTY SOLUTIONS

Business Acquisitions

** Indicates required field*

Name *

First	Last
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First

Last

Phone Number *

Email Address *

City The Business Is Located In *

Sale Price of Business *

Type of Business *

- Restaurant
- Cafe
- Deli
- Bakery
- Coffee Stand
- Bar
- Tanning Salon
- Hair Salon
- Nail Salon
- Salon & Spa
- Limousine
- Other

Comment *

SUBMIT

FORECLOSURE PROCUREMENT



Is Your Home Going Into Foreclosure?

Is your mortgage underwater? Or are you unable to make your payments and thinking of walking away from your home? If so, we can help you make money immediately when you move out. The sooner you move out, the more money you will make. Before you stop paying your loan, come talk to us. If you have already stopped paying your mortgage, are about move out, have recently left your home, or your home is being auctioned, don't worry, we can probably still help you.

You can receive a \$2,500 (or more) one-time payout!
And you don't have to do anything.
You just walk away from your home and leave the stress to us.

There is no cost to use our services. And there is no catch.

Foreclosures can be extremely difficult. When you're dealing with this situation, every day matters.
So don't wait, contact us today!



CONTACT US

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Foreclosure Supervision

** Indicates required field*

Name *

First

Last

Phone Number *

Email Address *

City The Property Is Located In *

Type of Home *

- House
- Condominium
- Townhouse

Number of Bedrooms *

- 1
- 2
- 3
- 4
- 5
- 6+

Whole Bathrooms *

- 1
- 2
- 3
- 4+

Partial Bathrooms *

- .50
- .75
- None

Additional Rooms *

- Family Room
- Living Room
- Office / Den
- Bonus Room
- Loft / Other

Garage Size *

- 1
- 2
- 3
- Carport Only
- None

Status of Home *

- Pre-Foreclosure: Demand Letter Received
- Notice of Default Received: 0 to 90 days
- Notice of Sale Received: 3 to 6 months
- Foreclosure: 6 to 12 Months
- Foreclosure: Over 1 Year

Comment *

SUBMIT

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Property Solutions - Introduction



What We Do:

- Provide homeowners with **FREE** supervision and maintenance for their rental properties.
- Help distressed homeowners make money from their foreclosures.
- Purchase specific businesses through creative financing.
- Assist tenants with landlord issues.

Please view our website pages and contact us with any questions.

(206) 290-2938

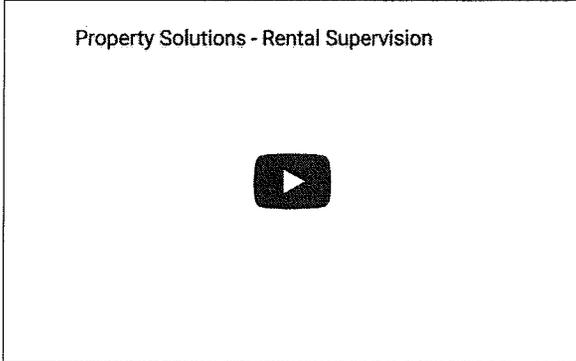
NWPropertySolutions@Hotmail.com

NW Property Solutions
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RENTAL SUPERVISION



Do you have a 3+ bedroom rental house, condo, or townhouse? Let us supervise and maintain it for you for **FREE!** Too good to be true? Not at all! You will not pay us a dime for our services!

- We actually pay you and supervise your property!
- We find and maintain the tenants!
- We do all of the paperwork!
- We take special care of your home!
- We replace washers, dryers, refrigerators, etc.!
- We pay all of the utilities!
- We do all this with our money, not yours!

We **ARE NOT** a property management company. We are a property services company that provides professional landlord and maintenance services for free.

We **DO NOT**:

- Charge you 50% to 100% of your first month's rental amount to begin service.
- Charge you 10% or more (per month) of your rental income to maintain service.
- Charge you management fees, leasing fees, vacancy fees, set-up fees, or any other fees.
- Charge you **AT ALL!**

Unlike property management companies, our services are completely **FREE!**

We Will Get You The Most Money Possible For Your Rental Home!



"They have been taking care of my home for over 2 years and everything has been wonderful!"

-Andrea H., Kent, WA



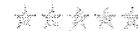
"The company's free services are so helpful. I thought it was too good to be true but it's turned out to be the best thing I could have done."

-Dennis G., Kirkland, WA



"Thank you for the years you supervised my property before I sold it. Will call again with other properties!"

-Kate Y., Tacoma, WA



"Everything is free! I do nothing and don't worry about anything! Thank u!"

-Seo-yun K., Redmond, WA



"Nice people and great services and its all free. Very happy and impressed."

-LaMarcus J., Bothell, WA



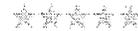
"I have 2 houses that they maintain for me and it has been a amazing experience from the start. Thankx!"

-Megan A., Puyallup, WA



"It's been great. Thank you for taking great care of my home. Not having to be a landlord but getting all of the free services is so wonderful."

-Sarah C., Everett, WA



"They have always been so helpful. I don't even have to do anything! Pleased beyond belief"

-Bruce P., Federal Way, WA

Don't try to deal with your rental home yourself or spend thousands of dollars with a property management company. They only want your money and hardly provide anything to you in return. Who does a property management company charge for their services? You? Tenants? They charge you! We don't! Allow us to personally supervise all of the important aspects of your rental for you. **COMPLETELY FREE!**

Our services include the following:

- Advertising/Marketing for your Rental Home
- Showing the Home to Potential Tenants
- Finding/Maintaining Proper Tenants
- Leasing & Tenant Paperwork
- Handyman and Maintenance Services
- Maintaining Locks
- Repair/Replace Appliances: Refrigerator, Washer, Dryer, Oven, Dishwasher
- Monthly House Cleaning for the Home
- Paying Utilities: Electricity, Gas, Water, Sewer, Garbage



Are you getting all of these services for FREE? If not, please contact us today. Don't lease out your rental until you talk with us! How do we provide all of these wonderful services for free? We receive our compensation from our tenants.

AT NO COST TO YOU AT ALL!

You can make thousands of dollars EXTRA per year from your rental home! And you don't have to do anything! It's simple and there is no catch! Relax and let us supervise your rental, maintain it, and pay all of the utilities for it!

Don't stress about taking care of your rental, leases, and finding tenants. Let us do that for you! Contact us today!



CONTACT US

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Rental Supervision

** Indicates required field*

Name *

First

Last

Phone Number *

Email Address *

City The Property Is Located In *

Type of Home *

- House
- Condo
- Townhouse
- Other

Number of Bedrooms *

- 3
- 4
- 5
- 6+

Whole Bathrooms *

- 1
- 2
- 3
- 4+

Partial Bathrooms *

- .25
- .50
- .75
- None

Additional Rooms *

- Family Room
- Living Room
- Office / Den
- Bonus Room
- Loft / Other

Garage Size *

- 1
- 2
- 3
- Carport Only
- None

Comment *

SUBMIT



TENANT ASSISTANCE



Do you need assistance dealing with your landlord or a rental situation?

Are you a tenant who is renting a home or a room and you have found out that the homeowner doesn't actually own the property or have permission to be renting it out? Or is the house that you are leasing going into foreclosure or owned by a bank? Or maybe the homeowner or landlord has vanished. Do you have one of these or a different tenant/landlord issue or problem? If so, we might be able to help you. Depending on your circumstance, you could actually earn hundreds of dollars each month by having us get involved.

If you are in a situation where a homeowner or landlord has misrepresented themselves, or someone has deceived you about the home or room you are leasing, please contact us immediately and let us try to assist you.



[CONTACT US](#)

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Tenant Assistance

** Indicates required field*

Name *

First	Last
-------	------

First

Last

Phone Number *

Email Address *

City The Property Is Located In *

Type of Home *

- House
- Condo
- Townhouse
- Other

Number of Bedrooms *

- 3
- 4
- 5
- 6+

Whole Bathrooms *

- 1
- 2
- 3
- 4+

Partial Bathrooms *

- .50
- .75

Additional Rooms *

- Family Room
- Living Room
- Office / Den
- Bonus Room
- Loft / Other

Garage Size *

- 1
- 2
- 3
- Carport Only
- None

Comment *

SUBMIT

them, or by all courts, judges, commissioners, or the legal system. NWPS pays a monthly business payment to the Homeowner. The monthly payment shall never be considered a rent or lease payment by either party, attorneys, all courts, judges, commissioners, or the legal system. This legal and binding Contract cannot be terminated earlier than the Contract term, or at any time during the Contract term, for any reason, by either party, attorneys, all courts, judges, commissioners, or the legal system, unless agreed upon by the Homeowner and NWPS in writing. If more than one Contract has been signed by both parties, only the most recent Contract is current and valid. This specific term, (7B) is completely understood, acknowledged, and agreed upon by both parties.

C. During the Contract term, the Homeowner, their associates, and representatives shall not interfere with, or disturb NWPS with phone calls, text messages, and emails inquiring about monthly payments, or threatening defamation or legal action for payments that have not been received prior to a payment Due Date. If the Homeowner has not received a payment by a Due Date, the Homeowner may send an email to NWPS inquiring about that late payment five (5) days after that Due Date.

D. During the Contract term, tenants/occupants cannot be directed, communicated with, evicted, or vacated in any way by the Homeowner for the duration of this Contract. All tenants/occupants are lessees/sublessees of NWPS and are not lessees/sublessees of the Homeowner. Therefore, during this Contract term, NWPS and all of their tenants/occupants cannot be evicted, vacated, or removed from the Premises, for any reason, by the Homeowner, or by any person, company, or legal entity representing them, or by all courts, judges, commissioners, or the legal system.

E. During the Contract term, the Homeowner, their associates, and representatives shall not interfere with the Premises or tenants in any way. This includes; any visitation to the Premises (unless invited to the Premises by current representatives of NWPS), disturbing tenants/occupants, communicating with tenants/occupants, posting documents or notices on the Premises, sending documents or notices to the Premises, issuing leases or placing occupants in the home, or any legal action.

F. The Homeowner shall not interfere with the utilities, utility accounts, or utility companies associated with the Premises in any way during the Contract term, including canceling or shutting off any utilities that NWPS is responsible for. The Homeowner is not financially responsible for any utility payments during the Contract term.

G. The Homeowner is responsible for making any and all monthly mortgage payments for the Premises. Any action of foreclosure, or any foreclosure situation is a violation of the Contract. Foreclosures can result in the Homeowner indefinitely losing possession of the Premises to the bank/lender.

H. Each and every violation of any of these Contract Terms shall result in the permanent forfeiture of a monthly payment to the Homeowner, after any violation, at the discretion of NWPS. Late fees will not apply to held or forfeited payments. Any violation of these Contract terms can deem the Homeowner financially liable where NWPS incurs a financial loss or business related impediment.

I. Providing this Contract is followed completely by the Homeowner, NWPS shall return the Premises to the Homeowner in the same condition or better than it was received. This is outside of any normal wear as time progresses. NWPS will fix any new visually cosmetic issues inside the home prior to the Contract expiration and the home will look at least as good as it did at the beginning of the Contract.

J. NWPS shall make sure that the Premises is only used for lawful purposes. This includes ensuring that the tenants/occupants will not participate in the production, sale, or use of any illegal substances prohibited by state and federal laws.

8. DISCLAIMER

If one sentence, section, or portion of this Contract is deemed to be invalid, it does not affect the rest of this document.

9. TIME

Is of the essence.

10. AUTHORIZATION & WITNESS

IN WITNESS WHEREOF, the Homeowner and NWPS agree to the terms of this Contract and have executed and dated it below.

Homeowner(s):



Signature

ASHUTOSH UPALEKAR

Printed Name

5/14/2019

Date

NW Property Solutions:



Representative's Signature

TRAVIS A. JACKSON

Representative's Printed Name

5/14/2019

Date

Signature

Printed Name

Date