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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF DESCHUTES

PAUL RUETTGERS and HEESYUN
RUETTGERS,

Plaintiffs,

vs.

JOHN AUDETTE and SUZANNE DAY
AUDETTE,

Defendants.

CASE No.: _____
Fee Authority: ORS 21.160(1)(c)
Amount Sought: \$104,315.00

COMPLAINT
(Damages)

(Not subject to Mandatory Arbitration)

COME NOW PLAINTIFFS, through their attorney, Paul Heatherman, and hereby allege:

GENERAL ALLEGATIONS

1.

At all material times, the subject real property was a residential dwelling utilized as a rental property, in Deschutes County, Oregon. Plaintiffs were the landlords, and defendants were the tenants.

2.

On or about July 23, 2020, the parties entered into a rental agreement for defendants to reside at 1215 NW Austin Ct., Bend, OR ("Property").

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3.

On or about October 16, 2021, defendants vacated the property.

4.

At all material times, during and through the conclusion of the tenancy, defendants committed material damage to the Property, including, but not limited to the following:

- A. Indelible carpet stains;
- B. Destruction of walls, flooring, and baseboards;
- C. Damage to kitchen cabinets;
- D. Damage to several doors;
- E. Damage to kitchen fixtures;
- F. Damage to custom drapes;
- G. Damage to garage doors;
- H. Damages to window and patio screens;
- I. Damages to door locks.

The total amount of physical damages to the property amount to approximately \$69,015.00, to be fully determined at trial.

5.

Unpaid rent and loss of rent in the amount of \$35,300.00.

FIRST CLAIM FOR RELIEF
(Breach of Lease)

6.

Plaintiffs reallege paragraphs 1-5.

7.

Section 13 of the Lease between the parties provides:

“Resident agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.”

1 As a result of the above-described damages, caused by defendants, defendants have
2 materially breached the Lease.

3 8.

4 Defendants therefore are liable to plaintiffs, in the approximate amount of \$104,315.00.

5 **SECOND CLAIM FOR RELIEF**

6 **(Negligence)**

7 9.

8 Plaintiffs reallege paragraphs 1 - 8 above.

9 10.

10 The damages caused by defendants were a foreseeable result of defendants' actions.
11 Defendants breached their duty of care as residential tenants, and by causing said damages,
12 defendants' actions during the tenancy fell below the standard of care.

13 11.

14 As a result, defendants were negligent and said conduct was the proximate and actual cause
15 of the damages alleged.

16 12.

17 The above-described damages have resulted in liability to plaintiffs in the amount of
18 \$104,515.00.

19 **THIRD CLAIM FOR RELIEF**

20 **(Statutory Damages Under ORS Chapter 90)**

21 13.

22 Plaintiffs reallege paragraphs 1 - 12.

23 14.

24 ORS 90.325 provides, in part:

25 "(1) The tenant shall:

26 (d) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their
27 condition permits.

1 (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air
2 conditioning, and other facilities and appliances including elevators in the premises.

3 (2) A tenant may not:

4 (b) Deliberately or negligently destroy, deface, damage, impair or remove any part of the
5 premises or knowingly permit any person to do so.”

6 15.

7 As described above, Defendants violated each of the statutory requirements set forth in
8 paragraph 14. As a result, Defendants are liable for the damages alleged in paragraph 4.

9 16.

10 Plaintiffs are entitled to an award of attorney fees pursuant to section 19 of the Lease and
11 ORS 90.255.

12 **PLAINTIFFS REQUEST RELIEF AS FOLLOWS:**

- 13 1. A Money Judgment against Defendants in the amount of \$104,315.00;
14 2. Reasonable attorney fees pursuant to paragraph 16 above;
15 3. Court costs and the prevailing party fee; and
16 4. All other just and proper relief.

17 DATED this 29 day of September, 2022.

18 LAW OFFICE OF PAUL HEATHERMAN PC

19 

20 Paul B. Heatherman - OSB #933000
21 Attorney for Plaintiffs