

SUMMARY STATEMENT

Pickering v. Sanchez, Docket No. 49801

This case arises from the dismissal of a tenant's Idaho Consumer Protection Act ("ICPA") counterclaim against her landlords and the district court's decisions concerning certain setoffs against property damages awarded to the landlords. Melissa Sanchez ("Sanchez") and Chris and Jennifer Pickering ("the Pickerings") entered into an agreement concerning the lease and ownership of a mobile home owned by the Pickerings. For reasons that are disputed, Sanchez believed that the lease agreement was a "lease to own" contract, while the Pickerings believed that the agreement was a "lease with purchase option" contract. Sanchez paid the Pickerings a \$10,000 down payment after both parties signed the agreement. Relations between the parties eventually soured, and the Pickerings initiated an eviction action due to Sanchez's alleged violations of the agreement. In response, Sanchez attempted to exercise the option to purchase the residence and subsequently caused extensive damage to the residence when she was forced to leave.

The Pickerings filed suit against Sanchez for waste, alleging that she committed \$40,000 in damages to the interior of the residence. Sanchez counterclaimed, alleging, among other things, violation of the ICPA, breach of contract, unjust enrichment, and retaliatory eviction. Following a bench trial, the district court held that Sanchez was liable for the damages to the residence. In addressing Sanchez's counterclaims, the district court determined that there was no deception on the part of the Pickerings to sustain her ICPA counterclaim, the agreement was unenforceable, and the Pickerings were unjustly enriched by the \$10,000 down payment and offset the Pickerings' damages award by this amount. The remaining counterclaims were dismissed. Sanchez appealed, arguing that the district court erred by denying her ICPA claim, erred by failing to reduce the Pickerings' award of damages to reflect a property damage payment from the Pickerings' insurance company under the collateral source rule, and erred by not awarding her additional unjust enrichment damages to compensate for her rent payments and the increase in the value of the property during her tenancy.

The Idaho Supreme Court affirmed the judgment of the district court. The Court held: (1) the district court committed no error in concluding that the Pickerings did not engage in a deceptive act under the ICPA; (2) the record did not support Sanchez's claim that the judgment should be reduced under Idaho's collateral source rule; and (3) the district court did not err in its unjust enrichment award to Sanchez. In addition, the Court granted the Pickerings attorney fees for the time spent responding to Sanchez's collateral source rule argument because Sanchez appealed the collateral source issue without providing an adequate record.

******This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.*****