

# Superior Court of the District of Columbia

## CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

Vilma Estela Rosales Vigil, Lidia Gomez, Michaela Hernandez Navat & 2801 15th Street NW Unidos Case Number: \_\_\_\_\_

vs Date: \_\_\_\_\_

2801 Fifteenth Street NW, LLC, UIP Property Management, Inc. & NOVO Management Corporation  One of the defendants is being sued in their official capacity.

Name: <i>(Please Print)</i> Ann Ashton & Shannon McGowan	Relationship to Lawsuit
Firm Name: Proskauer Rose LLP	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: 202-416-6800      Six digit Unified Bar No.: 342345	<input type="checkbox"/> Self (Pro Se)
	<input type="checkbox"/> Other: _____

TYPE OF CASE:  Non-Jury       6 Person Jury       12 Person Jury  
Demand: \$ \_\_\_\_\_ Other: \_\_\_\_\_

PENDING CASE(S) RELATED TO THE ACTION BEING FILED  
Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar #: \_\_\_\_\_  
Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar#: \_\_\_\_\_

NATURE OF SUIT: <i>(Check One Box Only)</i>		
<b>A. CONTRACTS</b>	<b>COLLECTION CASES</b>	
<input type="checkbox"/> 01 Breach of Contract	<input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent	<input type="checkbox"/> 16 Under \$25,000 Consent Denied
<input type="checkbox"/> 02 Breach of Warranty	<input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent	<input type="checkbox"/> 18 OVER \$25,000 Consent Denied
<input type="checkbox"/> 06 Negotiable Instrument	<input type="checkbox"/> 27 Insurance/Subrogation	<input type="checkbox"/> 26 Insurance/Subrogation
<input type="checkbox"/> 07 Personal Property	Over \$25,000 Pltf. Grants Consent	Over \$25,000 Consent Denied
<input type="checkbox"/> 13 Employment Discrimination	<input type="checkbox"/> 07 Insurance/Subrogation	<input type="checkbox"/> 34 Insurance/Subrogation
<input type="checkbox"/> 15 Special Education Fees	Under \$25,000 Pltf. Grants Consent	Under \$25,000 Consent Denied
	<input type="checkbox"/> 28 Motion to Confirm Arbitration Award (Collection Cases Only)	
<b>B. PROPERTY TORTS</b>		
<input type="checkbox"/> 01 Automobile	<input type="checkbox"/> 03 Destruction of Private Property	<input type="checkbox"/> 05 Trespass
<input type="checkbox"/> 02 Conversion	<input type="checkbox"/> 04 Property Damage	
<input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a)		
<b>C. PERSONAL TORTS</b>		
<input type="checkbox"/> 01 Abuse of Process	<input type="checkbox"/> 10 Invasion of Privacy	<input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice)
<input type="checkbox"/> 02 Alienation of Affection	<input type="checkbox"/> 11 Libel and Slander	<input type="checkbox"/> 18 Wrongful Death (Not Malpractice)
<input type="checkbox"/> 03 Assault and Battery	<input type="checkbox"/> 12 Malicious Interference	<input type="checkbox"/> 19 Wrongful Eviction
<input type="checkbox"/> 04 Automobile- Personal Injury	<input type="checkbox"/> 13 Malicious Prosecution	<input type="checkbox"/> 20 Friendly Suit
<input type="checkbox"/> 05 Deceit (Misrepresentation)	<input type="checkbox"/> 14 Malpractice Legal	<input type="checkbox"/> 21 Asbestos
<input type="checkbox"/> 06 False Accusation	<input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death)	<input type="checkbox"/> 22 Toxic/Mass Torts
<input type="checkbox"/> 07 False Arrest	<input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice)	<input type="checkbox"/> 23 Tobacco
<input type="checkbox"/> 08 Fraud		<input type="checkbox"/> 24 Lead Paint

SEE REVERSE SIDE AND CHECK HERE IF USED

# Information Sheet, Continued

**C. OTHERS**

- |   |   |
|---|---|
| <input type="checkbox"/> 01 Accounting                                  | <input type="checkbox"/> 17 Merit Personnel Act (OEA)   |
| <input type="checkbox"/> 02 Att. Before Judgment                        | (D.C. Code Title 1, Chapter 6)  |
| <input type="checkbox"/> 05 Ejectment                                   | <input type="checkbox"/> 18 Product Liability   |
| <input type="checkbox"/> 09 Special Writ/Warrants<br>(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,<br>Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication                        | <input type="checkbox"/> 29 Merit Personnel Act (OHR)   |
| <input type="checkbox"/> 11 Writ of Replevin                            | <input type="checkbox"/> 31 Housing Code Regulations  |
| <input type="checkbox"/> 12 Enforce Mechanics Lien                      | <input type="checkbox"/> 32 Qui Tam   |
| <input type="checkbox"/> 16 Declaratory Judgment                        | <input type="checkbox"/> 33 Whistleblower   |

**II.**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name                                 | <input type="checkbox"/> 15 Libel of Information                                    | <input type="checkbox"/> 21 Petition for Subpoena<br>[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic                      | <input type="checkbox"/> 19 Enter Administrative Order as<br>Judgment [ D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien                   |
| <input type="checkbox"/> 08 Foreign Judgment/International                 | 2-1802.03 (h) or 32-151 9 (a)]  | <input type="checkbox"/> 23 Rule 27(a)(1)<br>(Perpetuate Testimony)  |
| <input type="checkbox"/> 13 Correction of Birth Certificate                | <input type="checkbox"/> 20 Master Meter (D.C. Code §                               | <input type="checkbox"/> 24 Petition for Structured Settlement       |
| <input type="checkbox"/> 14 Correction of Marriage<br>Certificate          | 42-3301, et seq.)   | <input type="checkbox"/> 25 Petition for Liquidation                 |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle)  |   |  |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) |   |  |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other)    |   |  |

**D. REAL PROPERTY**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> 09 Real Property-Real Estate     | <input type="checkbox"/> 08 Quiet Title                                  |
| <input type="checkbox"/> 12 Specific Performance                     | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted           |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain)            | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied            |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale       | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) |  |

*Brook Hill*

\_\_\_\_\_  
Attorney's Signature

*04/04/2022*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

Vilma Estela Rosales Vigil  
2801 15th St. NW, Apt. 304  
Washington, D.C. 20009

*Individually, and on behalf of herself and all others  
similarly situated,*

Lidia Gomez  
2801 15th St. NW, Apt. 310  
Washington, D.C. 20009

*Individually, and on behalf of herself and all others  
similarly situated,*

Micaela Hernandez Navat  
2801 15th St. NW, Apt. 507  
Washington, D.C. 20009

*Individually, and on behalf of herself and all others  
similarly situated, and*

2801 15th Street NW Unidos  
2801 15th St. NW  
Washington, D.C. 20009

*Plaintiffs,*

v.

2801 FIFTEENTH STREET NW, LLC  
REGISTERED AGENT:  
1090 Vermont Ave. NW,  
Washington, D.C. 20005

UIP PROPERTY MANAGEMENT, INC.  
REGISTERED AGENT:  
140 Q St. NE  
Washington, D.C. 20002

NOVO MANAGEMENT CORPORATION  
REGISTERED AGENT:  
1015 15th St NW, Suite 1000  
Washington, D.C. 20005

*Defendants.*

Case No. \_\_\_\_\_

Plaintiffs Vilma Estela Rosales Vigil, Lidia Gomez, and Micaela Hernandez Navat, on behalf of themselves and members of the proposed class, and Plaintiff 2801 15th Street NW Unidos, by and through their undersigned counsel, allege as follows:

### **PRELIMINARY STATEMENT**

1. In the midst of a global pandemic and for years preceding it, Ms. Rosales, Ms. Gomez, and Ms. Hernandez (individually, “Class Plaintiff” and collectively, “Class Plaintiffs”) have lived in uninhabitable and unsafe conditions because Defendants have repeatedly and systematically refused to make necessary repairs to the apartments and common spaces of the Meridian Heights apartment building (“Meridian Heights” or the “Property”) where Class Plaintiffs reside. As a result of the conditions in which Class Plaintiffs and other tenants of the Property have been forced to reside, they have suffered significant physical and psychological harm, as well as financial injury. In addition, Defendants have interfered with the tenants’ ability to engage in organizing activities to address the conditions at Meridian Heights.

2. Meridian Heights is an apartment building with 64 units in the Columbia Heights neighborhood of Washington, D.C. and home to a predominantly Hispanic<sup>1</sup> community. Due to years of neglect caused by Defendants’ failure to maintain the Property in habitable conditions, Class Plaintiffs and tenants in Meridian Heights have been forced to live in unconscionable conditions. These conditions include: (i) excessive interior dampness and inadequate ventilation in apartment units that has led to the growth of mold on the walls and ceilings; (ii) infestations of rats, mice, bed bugs, and cockroaches in apartment units and common areas; (iii) structural issues, including holes in the walls and broken floor boards, in apartment units; (iv) broken and

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<sup>1</sup> Class Plaintiffs identify as Hispanic.

unusable major appliances in apartment units; (v) persistent plumbing issues, including leaks, clogged drains, and broken fixtures; (vi) broken and dangerous electrical outlets in apartment units; (vii) a lack of heat, air conditioning, and/or hot water; and (viii) windows and doors not properly sealed, exacerbating the lack of air conditioning or heat in relevant units. District of Columbia laws set out habitability standards to ensure apartments are kept in livable and safe conditions for tenants. Defendants have egregiously breached these laws, as well as their lease agreements with Class Plaintiffs and other tenants.

3. When confronted with these unlawful conditions, Defendants ignored Class Plaintiffs' and other tenants' maintenance requests or provided incomplete and shoddy fixes—such as, for example, painting over visible mold without even attempting to take steps to ensure the mold had been eradicated. When Class Plaintiffs sought to form and operate a tenant organization to collectively advocate for better conditions, Defendants intimidated and harassed participating tenants in violation of D.C. laws that protect the rights of tenants to organize.

4. Plaintiffs bring this action for declaratory and injunctive relief to require Defendants to make the necessary repairs to the Property that will provide Class Plaintiffs and other tenants with habitable homes and to compensate them for the damages they have incurred as a consequence of Defendants' conduct. Defendants' practice of failing to provide a habitable living space to Class Plaintiffs and tenants has violated their lease agreements, the implied warranties of habitability and quiet enjoyment, the D.C. Consumer Protection Procedures Act ("CPPA"), and Title 14 of the D.C. Municipal Regulations (14 D.C.M.R. § 100 et seq.) ("Housing Code"). In addition, Defendants' efforts to interfere with the tenants' ability to organize is in violation of the D.C. Right of Tenants to Organize Act of 2006 ("Right to Organize Law")

## PARTIES

5. Plaintiff 2801 15th St. NW Unidos (the “Meridian Heights Tenant Association” or the “Tenant Association”) is a tenant membership organization that represents the interests of the tenants of Meridian Heights. As part of its regular activities, the Meridian Heights Tenant Association holds meetings to discuss tenant-related issues, advocates on behalf of the tenants collectively, and disseminates information to tenants about the rights of tenants to organize and advocate for themselves.

6. Class Plaintiff Vilma Estela Rosales Vigil (“Estela Rosales” or “Ms. Rosales”) is an individual living in apartment 304 at Meridian Heights. Ms. Rosales is the President of the Tenant Association. Because of Defendants’ actions (or inaction) as described in detail below, she has experienced and continues to experience unlawful and uninhabitable conditions, including, for example, mold growth, pest infestations, and broken appliances and plumbing, and has been prevented from engaging in tenant advocacy as a tenant and as President of the Tenant Association, in violation of D.C. law.

7. Class Plaintiff Lidia Gomez (“Lidia Gomez” or “Ms. Gomez”) is an individual living in apartment 301 at Meridian Heights. Ms. Gomez serves as Secretary for the Tenant Association. Because of Defendants’ actions (or inaction) as described in detail below, Ms. Gomez has experienced and continues to experience unlawful and uninhabitable conditions, including for example, infestation of rats and cockroaches, mold growth, lack of ventilation, a malfunctioning heater, broken windows, cracked walls and floors, and malfunctioning electrical outlets (which smoke and spark), and has been prevented from engaging in tenant advocacy as a tenant and as Secretary of the Tenant Association, in violation of D.C. law.

8. Class Plaintiff Micaela Hernandez Navat (“Micaela Hernandez” or “Ms. Hernandez”) is an individual living in apartment 507 at Meridian Heights. Because of Defendants’ actions (or inaction) as described in detail below, Ms. Hernandez has experienced and continues to experience unlawful and uninhabitable conditions, including, for example, leaking appliances, mold growth, and damaged floors, and has been prevented from engaging in tenant advocacy in violation of D.C. law.

9. Class Plaintiffs Estela Rosales, Lidia Gomez, and Micaela Hernandez bring this Complaint on their own behalf and on behalf of a class of persons similarly situated (as defined below), pursuant to D.C. Superior Court Rule of Civil Procedure 23.

10. Defendant 2801 Fifteenth Street NW, LLC (“Defendant Owner”) is a limited liability company organized under the laws of the District of Columbia. Based on information and belief, Defendant Owner has a registered address of 3030 Jasper Boulevard, Sullivan’s Island, S.C. 29482, and its registered agent, Corporation Service Company, has an address of 1090 Vermont Ave. NW, Washington, D.C. 20005. Defendant Owner is the corporate owner of the Property. Based on information and belief, beginning in or about 2010, Defendant Owner purchased Meridian Heights. Based on information and belief, Defendant Owner contracts with property management companies to, among other things, maintain the Property and enter into lease agreements with tenants on behalf of Defendant Owner. Based on information and belief, Defendant Owner engaged the defendant parties described in more detail below as the property managers of Meridian Heights. Based on information and belief, from at least 2010, Defendant Owner, directed, controlled, had the authority to control, participated in, or with knowledge approved of the acts, inaction, or practices at Meridian Heights including the acts, inaction, and practices set forth in this Complaint (collectively, the “Wrongful Conduct”). Defendant Owner is

responsible for the Wrongful Conduct because it was carried out by Defendant Owner's employees, representatives, or agents who were acting within the scope of their authority, and, on information and belief, the Wrongful Conduct was ratified and/or approved by Defendant Owner.

11. Defendant Novo Management Corporation ("Novo") is an incorporated entity organized under the laws of the District of Columbia. Based on information and belief, Defendant Novo has a registered address of 519 11th Street SE, Washington, D.C. 20003 and its registered agent, C T Corporation System, has an address of 1015 15th St NW, Suite 1000, Washington, D.C. 20005. Defendant Novo is engaged in the business of real estate management. Based on information and belief, from at least 2019 and until approximately December 2020, Defendant Novo was the property management company responsible for Meridian Heights. During that period, Defendant Novo, directed, controlled, had the authority to control, participated in, or with knowledge approved of the Wrongful Conduct. Defendant Novo is responsible for the Wrongful Conduct occurring during that period because it was carried out by Defendant Novo's employees, representatives, or agents who were acting within the scope of their authority, and, on information and belief, the Wrongful Conduct was ratified and/or approved by Defendant Novo.

12. Defendant UIP Property Management, Inc. ("UIPPM") is an incorporated entity organized under the laws of the District of Columbia. Based on information and belief, Defendant UIPPM maintains a principal place of business at 140 Q Street NE, Suite 140B, Washington, D.C. 20002. Defendant UIPPM is engaged in the business of real estate management and is the current property management company for Meridian Heights. Based on information and belief, beginning in or around December 2020, Defendant UIPPM became the property management company for Meridian Heights and continues in that position as of the filing of this Complaint. Beginning in or around December 2020, Defendant UIPPM directed, controlled, had the authority to control,



participated in, or with knowledge approved of the Wrongful Conduct. Defendant UIPPM is responsible for the Wrongful Conduct occurring during that period because the Wrongful Conduct was carried out by Defendant UIPPM's employees, representatives, or agents who were acting within the scope of their authority, and, on information and belief, the Wrongful Conduct was ratified and/or approved by Defendant UIPPM.

13. Defendant Owner, Defendant Novo, and Defendant UIPPM are collectively referred to throughout this Complaint as "Defendants."

### **JURISDICTION AND VENUE**

14. This Court has subject-matter jurisdiction over this case pursuant to D.C. Code § 11-921 because the claims are brought under the laws of the District of Columbia. This Court has personal jurisdiction over Defendants pursuant to D.C. Code § 13-423 because the claims in this action arise from Defendants' actions in the District of Columbia and/or pursuant to D.C. Code § 13-422 because (i) Defendants are organized under the laws of the District of Columbia or (ii) maintain a principle place of business in the District of Columbia.

15. Venue is proper in this Court because the claims brought in this complaint arise from Defendants' actions in connection with the operation of a facility in the District of Columbia.

### **FACTUAL BACKGROUND**

#### **A. OVERVIEW OF MERIDIAN HEIGHTS**

16. Meridian Heights has been home to a community of Columbia Heights tenants, including Class Plaintiffs, for years. Numerous families with minor children reside at the Property.

17. Between at least March 2019 and December 2020, Defendant Owner, who purchased the Property in or about January 2010, used Defendant Novo as its agent for purposes of leasing apartments at Meridian Heights and managing the Property's maintenance. Based on

information and belief, in or around December 2020, Defendant UIPPM took over management of the Property and has served as the agent of Defendant Owner since then. Defendant UIPPM currently makes use of the office space at the building and purports to be the tenants' point of contact for all leasing and maintenance matters.

18. Defendants entered into lease agreements with Class Plaintiffs. *See, e.g.*, Exhibit 1. Class Plaintiff Estela Rosales signed a lease on February 17, 2017 for an apartment at the Property. Class Plaintiff Lidia Gomez, with her brother-in-law and husband, entered into a lease on October 9, 2006 for an apartment at the Property. Class Plaintiff Micaela Hernandez signed a lease on or about May 1, 2016 for an apartment at the Property.

19. During the period it served as property manager and leasing agent, Defendant Novo, as an agent of Defendant Owner, was responsible for fulfilling maintenance and related obligations under the lease agreement. As the current property manager and leasing agent for Defendant Owner, Defendant UIPPM, as an agent for Defendant Owner, is responsible for fulfilling the maintenance and related obligations under the lease agreement.

20. The lease agreements establish the rights and responsibilities of the parties to the lease. In return for Defendants providing habitable homes, Class Plaintiffs took up residency in the apartments as identified above.

a. There is a lack of ventilation in Ms. Gomez's apartment;

21. Based on information and belief, Defendants entered into lease agreements for each inhabited unit at Meridian Heights.

22. The lease agreements impose various requirements on Defendants, including, for example, to (i) deliver and/or maintain the premises in clean, safe, and sanitary conditions; (ii) keep the premises in a state of good repair, maintenance, and cleanliness; (iii) provide for

waste removal; and/or (iv) enter apartments only after making an appointment or notifying the tenant. *See, e.g.*, Exhibit 2.

23. While some of the lease agreements also contain a “Hold Harmless” clause that purports to bar recovery against the Defendants for “any and all loss, claim, or damage by reason or accident, injury, and damage to persons or property occurring on or about the premises,” *see, e.g.*, Exhibits 1, 2, such clauses are expressly prohibited by the D.C. Housing Code.

**B. CLASS PLAINTIFFS’ HISTORY WITH MERIDIAN HEIGHTS**

24. Each of the Class Plaintiffs has lived at the Property for at least five (5) years and Class Plaintiff Lidia Gomez has called Meridian Heights home for over a decade. Class Plaintiffs have endured, and continue to endure, terrible living conditions caused by Defendants’ failure to maintain the Property.

25. Conditions at Meridian Heights have been miserable for years. Class Plaintiffs and other tenants have routinely faced obstacles to obtaining repairs in their apartments and improving their living conditions. With the onset of the COVID-19 pandemic, the living situation became much worse. Class Plaintiffs (including their children), as well as other tenants, were forced to spend much more time in their apartments. As schools closed, apartments became make-shift classrooms, forcing children to spend not just the evenings in appalling conditions, but also the majority of the day as they attempted to do their classwork under those conditions. Tenants and their families found it difficult to escape the mold and rodents because many places shut down due to COVID-19 related restrictions.

26. When Class Plaintiffs and tenants sought repairs to their apartments, Defendants often promised to provide repairs or remedy the problems. Class Plaintiffs and tenants were led to believe they would shortly obtain relief. Unfortunately, as a general practice, Defendants did

not meet their promises; they routinely failed to provide requested repairs or, if they provided repairs, the repairs were incomplete and shoddy.

27. In addition, many tenants struggled to obtain relief because many face language barriers as a result of their limited English proficiency. Others, such as Class Plaintiff Micaela Hernandez, do not read or write in any language. Defendants routinely failed to address these communication barriers.

28. In trying to obtain relief, Meridian Heights tenants have individually and collectively taken steps to demand Defendants address such issues. For example, they solicited inspections from the D.C. Department of Regulatory and Consumer Affairs (“DCRA”), which is the agency tasked with protecting “the health, safety, economic interests and quality of life of residents, businesses and visitors in the District of Columbia by ensuring code compliance and regulating business.”<sup>2</sup> Although inspections were conducted (and, as discussed below, resulted in deficiency findings and even fines), the inspections did not result in Class Plaintiffs and other tenants obtaining adequate repairs at Meridian Heights.

29. Each of the Class Plaintiffs has personally suffered from Defendants’ Wrongful Conduct regarding maintenance obligations and has brought numerous conditions issues to Defendants’ attention, only to have their complaints ignored or dealt with inadequately.

30. For example, Class Plaintiff Estela Rosales has lived in apartment 304 at Meridian Heights with her husband and minor children for over five (5) years. She has experienced and continues to live with many of the unlawful conditions described in detail below, including, for example:

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<sup>2</sup> See About DCRA, DCRA (available at <https://dcra.dc.gov/page/about-dcra-new>) (last accessed Mar. 14, 2022).

- a. Ms. Rosales's apartment does not have adequate ventilation to prevent moisture accumulation or mold growth;
- b. Ms. Rosales' apartment suffers from poor air quality as a result of the mold growing unabated in the apartment;
- c. Ms. Rosales' and her children suffer from breathing problems, including asthma, which makes them extra sensitive to air quality;
- d. Ms. Rosales's apartment has been infested with rodents and vermin for years and she often finds cockroaches in her kitchen cupboards; and
- e. Ms. Rosales has had many issues with clogged pipes, reducing her ability to use her toilet, bathtub, and kitchen sink.

31. Class Plaintiff Lidia Gomez has lived in apartment 310 for sixteen (16) years with her children. She has experienced and continues to live with a number of the unlawful conditions described in detail below, including, for example:

- b. Ms. Gomez's apartment is infested with rats and cockroaches;
- c. Ms. Gomez's apartment has mold on the walls and in the bathtub;
- d. Ms. Gomez's apartment has a malfunctioning heater, leaking pipes, broken windows, and cracked walls and floors; and
- e. Ms. Gomez's child has asthma, which has been and continues to be exacerbated by the poor air quality in her apartment.

32. Class Plaintiff Micaela Hernandez has lived in apartment 507 at Meridian Heights with her minor son for over six (6) years. Ms. Hernandez has experienced and continues to live with a number of the unlawful conditions described in detail below, including, for example:

- a. Ms. Hernandez's apartment is infested with rats and cockroaches;

- b. Because of poor ventilation and excessive leaks, Ms. Hernandez's apartment is covered in mold and has degraded air quality; and
- c. Ms. Hernandez's appliances are leaking, leading to damaged floors and mold growth.

33. Class Plaintiffs' experience is not unique. Other tenants who have contacted Defendants regarding issues in their units have also had their concerns (often expressed verbally and in numerous written communications) ignored or dealt with inadequately.

34. In an attempt to address Defendants' failure to correct the dire conditions and Wrongful Conduct described above and in more detail below, Class Plaintiffs organized Plaintiff Tenant Association in July 2020. But, Defendants thwarted the Tenant Association's efforts and actively undermined the Class Plaintiffs' and other tenants' ability to seek improved living conditions at the Property through the Tenant Association.

35. Despite their failure to make necessary repairs and provide safe and habitable living spaces, Defendants have continued to charge rent to Class Plaintiffs (and the other tenants) during the entire course of their tenancies.

### **C. OTHER INJURED TENANTS**

36. As noted above, Class Plaintiffs are not the only individuals at Meridian Heights who suffer from despicable housing conditions because of Defendants' Wrongful Conduct.

37. Tenant Elsa Gonzalez, who resides in apartment 411, has lived at the Property for approximately sixteen (16) years. Because of Defendants' Wrongful Conduct, she has experienced and continues to experience unlawful and uninhabitable conditions, including, for example, mold growth, pest infestations, and broken appliances and plumbing, and has been prevented from engaging in tenant advocacy in violation of D.C. law.

38. Tenant Robert Ramsey, who resides in apartment 410, has experienced and continues to experience unlawful and uninhabitable conditions because of Defendants' Wrongful Conduct, including, for example, pest infestations, and broken appliances and plumbing, and has been prevented from engaging in tenant advocacy in violation of D.C. law.

39. Tenant Francisco Rodriguez, who resides in apartment 601, has lived at the Property for approximately eleven (11) years. Because of Defendants' Wrongful Conduct, he has experienced and continues to experience unlawful and uninhabitable conditions, including, for example, mold growth, pest infestations, and broken appliances and plumbing, and has been prevented from engaging in tenant advocacy in violation of D.C. law.

40. Tenant José Ramos, who resides in apartment 306, has lived at the Property for approximately twelve (12) years. Because of Defendants' Wrongful Conduct, he has experienced and continues to experience unlawful and uninhabitable conditions, including, for example, pest infestations, water leaks, and broken appliances and plumbing, and has been prevented from engaging in tenant advocacy in violation of D.C. law.

41. Tenant Nicolle Hernandez, who resides in apartment 305, has lived at the Property for over three (3) years. Because of Defendants' Wrongful Conduct, she has experienced and continues to experience unlawful and uninhabitable conditions, including, for example, mold growth. She has also been prevented from engaging in tenant advocacy in violation of D.C. law.

#### **D. DEFENDANTS' PATTERN OF NEGLIGENCE**

42. As described in detail below, Defendants have utterly failed to maintain the units at Meridian Heights at the required minimum standards for residential properties set by the D.C. Code and D.C. Housing Code. By failing to meet these standards, Defendants breached the lease agreements entered into with Class Plaintiffs and other tenants and violated the warranties of

habitability and warranties of quiet enjoyment, which are implicit in every lease. In addition, the CPPA prohibits a landlord from engaging in unlawful trade practices, such as misrepresenting the conditions of a residential rental unit. By engaging in such prohibited practices, Defendants' Wrongful Conduct has violated the CPPA.

### **1. Ventilation, Moisture Accumulation, and Mold Overgrowth**

43. The D.C. Housing Code requires Defendants to provide adequate ventilation in all habitable rooms and bathrooms and to ensure that the “floors and interior wall surfaces...[are] maintained reasonably free of dampness.” 14 D.C.M.R. §§ 506, 507, 706. The D.C. Housing Code further requires that Defendants correct any violations of these requirements. *Id.*

44. Additionally, the Code of the District of Columbia (“D.C. Code”) provides that “[i]f a residential property owner knows or has reason to know that indoor mold contamination exists in a tenant’s dwelling unit or in a common area of the property, the residential property owner shall cause the mold to be remediated by an indoor mold remediation professional.” D.C. Code § 8–241.04(c).

45. The D.C. Code requires a residential property owner “who receives written or electronic notice from a tenant that indoor mold or suspected indoor mold exists in the dwelling unit or in a common area of the property [to] inspect the property within 7 days and remediate the condition... within 30 days of the inspection.” *Id.* § 8–241.04(a).

46. The Property fails to meet the standards set out in the D.C. Housing Code regarding ventilation and mold and thus fails to provide a safe living environment.<sup>3</sup> Improper and/or

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<sup>3</sup> According to the Centers for Disease Control, “[e]xposure to damp and moldy environments may cause a variety of health effects,” including “upper respiratory tract symptoms, cough[ing], and wheez[ing] in otherwise healthy people.” Basic Facts about Mold and Dampness, CENTERS FOR DISEASE CONTROL (Last updated on August 11, 2020) (<https://www.cdc.gov/mold/faqs.htm>).



inadequate ventilation systems create perpetual moisture accumulation, foster mold growth, and lead to degraded air quality inside the units and throughout the Property. Mold was and is found not only in many of the apartments, but also in common areas—including the hallways.

47. The pervasive presence of mold has harmed the tenants and their ability to live safely in their apartments, including as follows:

- a. In approximately early 2021, Class Plaintiff Micaela Hernandez’s air conditioner unit began to leak. Water seeped into the wood floor. Mold and rot grew throughout the apartment as Defendants delayed addressing the cause, in spite of Ms. Hernandez’s repeated requests for repairs. Finally, in April of 2021, Defendants repaired the unit. By that time the floor was so warped and rotted, it needed to be replaced completely. However, Defendants did not address another root cause of mold—broken windows and a leaking refrigerator—despite Ms. Hernandez informing Defendants of these issues (even showing agents of Defendant UIPPM a video of the leaking refrigerator). As a direct result of Defendants’ failures, Ms. Hernandez’s apartment is currently covered, from floor to ceiling, with mold. The mildewed area is likely larger than 100 square feet. *See, e.g.*, Exhibits 4, 5. The excessive moisture and related degraded indoor air quality have generally caused Ms. Hernandez’s family to suffer, and more specifically, her child’s asthma is aggravated by the conditions. Ms. Hernandez’s child has suffered and continues to suffer as a result of the mold infestation and airborne contaminants. Ms. Hernandez has informed Defendants of these issues, but to no avail.

- b. Class Plaintiff Lidia Gomez's apartment has significant humidity problems due to inadequate ventilation, including in closets, bathrooms, the kitchen, and near the windows, and she has observed mold growing in various parts of her apartment. In the bathroom, for example, Ms. Gomez and her family are forced to use the shower with the bathroom door open to help dissipate the steam that has led to mold overgrowth. Deteriorated caulking around the tub and shower has allowed mold to spread. Defendants painted over some of these growths. However, the paint has not eradicated or abated the mold (nor has it completely covered it), and mold has remained a constant presence in the apartment, affecting both Ms. Gomez and her children, one of whom suffers from asthma. Based on conversations with medical professionals, Ms. Gomez is concerned about the effects of the mold on herself and her child.
- c. Class Plaintiff Estela Rosales observed mold on the walls of her apartment. Ms. Rosales' apartment, particularly the bathroom, lacks adequate ventilation, which has led to moisture accumulating on the walls on a regular basis. Ms. Rosales finds it impossible to run the shower with the bathroom door closed because the bathroom has no vent or fan to prevent moisture build-up. Without proper ventilation, Ms. Rosales is unable to prevent mold, and the resulting poor air quality, from spreading throughout her apartment, which has, in large part, contributed to breathing problems experienced by the family. Ms. Rosales' oldest two children, who have asthma, have suffered attacks that have required hospitalization. At a recent trip to Children's National Hospital, the treating physician cited the conditions in Ms. Rosales' apartment—including the

presence of mold—as a factor that aggravates the two oldest children’s asthma attacks. Despite informing Defendants, both verbally and in writing, of the mold and related inadequate ventilation, Defendants have only exacerbated the problem by painting over the mold.

- d. Since she first moved into Meridian Heights in 2005, tenant Elsa Gonzalez has observed visible mold growing in her apartment and that inadequate ventilation in her apartment allows moisture to accumulate. When she has complained, Defendants have occasionally painted over the mold, but have failed to eradicate the visible mold from her apartment or provide adequate ventilation to prevent additional mold growth.
- e. Tenant Francisco Rodriguez has observed and reported mold visibly growing along the window panes and surrounding wall areas in his bedroom, bathroom, and living room for several years. Mr. Rodriguez has suffered negative health effects as a result of the degraded indoor air quality, which has been made worse by a broken ventilation unit in the apartment’s sole bathroom and a broken window-screen on one of the apartment’s only windows. Mr. Rodriguez can no longer open that window for ventilation without risking insects entering the apartment. Defendants have not remediated these ventilation and mold issues.

48. Despite repeated complaints from Class Plaintiffs and other tenants, Defendants typically respond to mold complaints weeks after the complaints are made, if at all, and take only flagrantly inadequate measures to address the mold. Defendants’ primary response to the mold identified by numerous tenants was to paint over it. Furthermore, Defendants has not conducted timely inspections of apartments following receipt of notice of mold contamination. Based on

information and belief, Defendants have failed to retain an indoor mold remediation professional to address the mold in the units of impacted tenants, including those tenants described above at ¶ 46-48.

49. Because of their wanton disregard for their tenants' safety, Defendants have habitually and flagrantly violated Class Plaintiffs' leases, the D.C. Housing Code, the CPPA, and the D.C. Code.

## **2. Pest Infestations**

50. The D.C. Housing Code prohibits a landlord from "rent[ing] or offer[ing] to rent any habitation..., unless the habitation and its furnishings are...free from rodents or vermin." 14 D.C.M.R. § 400.3.

51. The D.C. Housing Code also provides that "[t]he extermination of vermin and rodents shall be done by the owner or licensee whenever infestation exists in two (2) or more of the habitations in two-family or multiple dwellings." *Id.* § 805.5.

52. The Property fails to meet the requirements set out in the D.C. Housing Code that require homes to be free from rodents or vermin.

### **a. Rodent Infestations**

53. The Property suffers from a severe mice and rat infestation. Rodents are a prevalent problem throughout the entire apartment building, in both common areas and individual apartments. *See, e.g.,* Exhibit 5. In addition to Class Plaintiffs and other tenants having infestations in their apartments, they have seen rodents running through the hallways and riding the elevator.

54. As explained below, rodents have harmed the tenants and their ability to enjoy their apartments safely, including as follows:

- a. Tenant Elsa Gonzalez has observed and continues to observe rats and mice at the Property since at least 2005, including in her apartment. The rodents have taken up residence in her cabinets and, on more than one occasion, she has seen rats scurrying around in her kitchen and other rooms in her apartment. Despite her constant cleaning efforts, she has not been able to keep these rodents at bay. Because of the rats and mice, Ms. Gonzales is often unable to sleep in her own bed. Defendants have not addressed nor abated the presence of rodents that continue to run rampant in Ms. Gonzalez's apartment.
- b. Class Plaintiff Lidia Gomez has endured rodents in her apartment for sixteen (16) years. At night she can hear them running through the walls. Holes in her apartment have permitted rodents to enter her apartment. For example, Defendants opened a wall in her home in an attempt to fix a leak and failed to cover it. Rodents came into the apartment through the holes in that wall, leaving her child unable to use the bathroom for fear of running into mice or rats. Despite Ms. Gomez notifying Defendants verbally and in writing of the issue, Defendants have not eradicated the rodents. Furthermore, while Defendants posted notices indicating imminent exterminations would be conducted, including on or about March 22, 2022, no one came to her apartment on the scheduled days to conduct such exterminations.
- c. Tenant Robert Ramsey has experienced an infestation of mice in his apartment. The mice chew through boxes of food stored in his kitchen and eat his food. Mr. Ramsey has also witnessed mice running in and out of his apartment through a crack under his apartment door. Recently, Mr. Ramsey has developed

a rash, which he believes was caused by mice rummaging in his clothing. Despite making numerous requests to Defendants to adequately address the rodent problem, Defendants have yet to do so.

- d. Tenant Francisco Rodriguez has seen rats enter his apartment through holes in both his bedroom wall and in the doorframe to his front door. Although Mr. Rodriguez has reported the rodents and suspected entry points to Defendants, they have neither enlisted an exterminator nor inspected the holes that may be harboring and facilitating the infestation. *See, e.g.,* Exhibit 6.
- e. For close to ten years, tenant José Ramos has reported seeing rats in the apartments he has rented at Meridian Heights. Despite these reports, Defendants have failed to adequately inspect for and exterminate the infestation. Through the present date, Mr. Ramos continues to have to deal with rats.
- f. Class Plaintiff Estela Rosales has observed mice in her apartment since she moved in five (5) years ago. The mice have invaded her cabinets and eaten food that is meant for her children. Ms. Rosales has informed management of this issue in at least one email, but management has done nothing to address the mice in her apartment.

55. Class Plaintiffs and other tenants have repeatedly provided written notice about the rodent infestation to Defendants. Even so, Defendants have failed to adequately address the infestations, which continue.

56. In addition, the DCRA informed Defendant UIPPM in a report based upon on a March 10, 2021 inspection of tenant José Ramos's apartment (306) that the agency had identified

a rodent infestation in his unit. Defendant UIPPM did nothing to address the issue despite having received the report. One year later, Mr. Ramos continues to observe the presence of rodents in his apartment.

57. After the DCRA inspected additional apartments at Meridian Heights, it cited Defendant UIPPM for a failure to keep the structure free from rodent infestations. This resulted in Defendant UIPPM and Defendant Owner facing a \$1,059 fine for this infraction alone.

58. On information and belief, the DCRA has not found that Defendants resolved the rodent issue with respect to Mr. Ramos or the other tenants' units that the DCRA inspected in March 2021. The issue persists.

59. In addition, on January 24, 2022, the DCRA cited Defendant UIPPM for an ongoing rodent infestation based on a January 19, 2022 inspection of Class Plaintiff Estela Rosales' apartment. The report found that Defendants had not taken the proper precautions to prevent a rodent infestation, including failing to seal all access points. Rodents continue to invade Ms. Rosales' home.

60. Despite these two DCRA reports, Defendants have allowed the rodent infestation at the Property (both in apartments and in public spaces) to continue. In fact, Class Plaintiffs have not observed any reduction in the infestation following issuance of the DCRA reports.

#### **b. Vermin Infestations**

61. The Property also suffers from a severe cockroach infestation. Examples of such infestation include the following:

- a. Class Plaintiff Lidia Gomez has observed cockroaches roaming throughout her apartment since she moved into the apartment. Despite her requests for

extermination, including through fumigation, Defendants have not eradicated the cockroaches.

- b. Although Class Plaintiff Estela Rosales has repeatedly contacted Defendants to request fumigation for cockroaches since she discovered them shortly after moving to the Property in February 2017, her apartment still has cockroaches. Ms. Rosales has observed cockroaches living under her refrigerator and in her cabinets.
- c. Tenant Elsa Gonzalez has observed cockroaches in her apartment since she moved into Meridian Heights 16 years ago. Despite informing Defendants of the problem, she continues to battle the infestation.
- d. Tenant Robert Ramsey has seen cockroaches crawling throughout his apartment and, although he has contacted Defendants, his apartment has not been fumigated. Instead, he had to purchase cockroach spray to attempt to combat the infestation on his own. His efforts have not been successful.

62. Class Plaintiffs and other tenants have repeatedly complained to Defendants regarding cockroach infestations.

63. Additionally Defendants knew of this infestation through citations issued by the DCRA. For example, based on its March 2021 inspection of Class Plaintiff Lidia Gomez's apartment, the DCRA reported that Defendants had failed to take proper precautions to prevent insect re-infestation. Despite the complaints and the DCRA findings, cockroach infestations are an ongoing issue at the Property.



### **c. Bed Bugs Infestations**

64. The Property also suffers from an infestation of bed bugs. Examples of such infestation include the following:

- a. Class Plaintiff Estela Rosales and her family have had to contend with bed bugs since the first night they moved into their unit in February 2017. Ms. Rosales has awoken to find them on her pillows and sheets. Both she and her daughter have been bitten while sleeping, and her children often wake up with fresh bite marks. Ms. Rosales has at times been forced to sleep on the floor in an attempt to avoid the bed bugs. Despite repeated reports to Defendants regarding the issue, Ms. Rosales and her family continue to deal with bed bugs.
- b. Tenant José Ramos has repeatedly made Defendants aware of bed bug infestations his apartment. Despite these complaints his apartment remains plagued by omnipresent bed bugs. Their pervasive presence has forced Mr. Ramos to resort to using collapsible-metal chairs as his apartment's sole seating surfaces because all cloth furniture, including his beds, are saturated with bed bugs and their eggs.
- c. Tenants Elsa Gonzalez and Francisco Rodriguez have also repeatedly complained to Defendants regarding bed bug infestations in their units. Tenant Francisco Rodriguez and his family have experienced immense difficulty and discomfort both when trying to sleep or rest on their furniture due to the bed bugs.

65. Despite complaints from the Class Plaintiffs and other tenants, the bed bug infestation is an ongoing issue in apartments at the Property that Defendants have failed to address.

66. While Defendants have, on occasion, notified Class Plaintiffs of an intention to fumigate their apartments for bed bugs, they have never fumigated Class Plaintiffs' units. For example, Defendant UIPPM notified Ms. Rosales that individuals would enter her apartment on February 23, 2022 to conduct an extermination. Apart from recording her departing for work, Ms. Rosales' security system recorded no entries or exits from her apartment and there was no additional evidence that Defendants had exterminated the apartment. Similarly, exterminators have repeatedly failed to come to tenant José Ramos's apartment at the scheduled time after Mr. Ramos was informed on multiple occasions by Defendants that an exterminator was scheduled. In the case of both tenants, the bed bug infestation continues.

67. In sum, due to their failure to mitigate rodent and vermin infestations plaguing the individual apartments and the building itself, including infestations of mice, rats, cockroaches, and bed bugs, Defendants have violated Class Plaintiffs' leases, the D.C. Housing Code, the CPPA, and the D.C. Code.

### **3. Malfunctioning Heaters and Air Conditioning Systems**

68. D.C. law requires Defendants to supply sufficient heat to maintain certain minimum temperatures in every occupied room, bathroom, and livable areas of a unit. In addition, D.C. law requires the inspection of heating and hot water systems to ensure they are functioning properly.

69. According to the D.C. Housing Code, “[t]he heating facility shall be capable of maintaining a minimum temperature of seventy degrees Fahrenheit (70° F.) in buildings or parts of buildings used for habitation.” 14 D.C.M.R. § 501.2.

70. The D.C. Housing Code also establishes that “[t]he owner of a rental habitation, who provides air conditioning as a service either through individual air conditioning units or a central air conditioning system, shall maintain such unit or system in safe and good working condition so that it provides an inside temperature at least fifteen degrees Fahrenheit (15° F.) less than the outside temperature.” *Id.* § 510.1.

71. The D.C. Housing Code further requires that “[e]ach residential building shall be provided with a water heating facility which is properly connected with the hot water lines of the required fixtures, and which is capable of providing sufficient hot water at a temperature of not less than one hundred twenty degrees Fahrenheit (120° F.) at those fixtures to meet normal demands.” *Id.* § 606.1.

72. Defendants have failed to ensure that the Property meets the standards for the provision of adequate heating, air conditioning, and hot water.

73. Several units in the Property have broken heating systems, periodically lack hot water, and have malfunctioning air conditioners, including, for example, the following:

- a. The hot water heater in Class Plaintiff Estela Rosales’ apartment broke in the fall of 2020 (after a prior 2018 incident). As a result, Ms. Rosales and her family had no access to hot water in their apartment for *over a year* despite Ms. Rosales’ repeated reports to Defendants about the issue. Although Defendants eventually took action to fix the problem after Ms. Rosales obtained an attorney, the failure to do so timely violated the D.C. Housing Code and caused harm to Mr. Rosales and her family. In addition, during a snowstorm on March 12, 2022, Ms. Rosales and her family lost heat and electricity in the apartment. Despite repeated calls to, and a voicemail message left on,

Defendants' designated emergency maintenance phone line, Ms. Rosales received no response. After waiting two days in frigid temperatures—between 10 and 20 degrees Fahrenheit—Defendants finally repaired the heating system. While awaiting completion of the repairs, Defendants offered Ms. Rosales a single portable space heater that proved ineffective at staving off the icy temperatures.

- b. Class Plaintiff Micaela Hernandez and tenant José Ramos have reported leaking air conditioner units to Defendants, but neither system has been repaired.
- c. Tenant Francisco Rodriguez has repeatedly informed Defendants of a non-functioning ventilation unit with exposed wires in his apartment's sole bathroom, but the unit remains in a state of disrepair and Mr. Rodriguez worries it poses an electric hazard to his children.
- d. Class Plaintiff Lidia Gomez has an air conditioning unit that is not currently cooling the apartment effectively. With the approach of summer, Ms. Gomez has contacted Defendants to obtain repairs to her air conditioning, but last summer, when similar issues were reported, Defendants failed to repair her air conditioning unit. Ms. Gomez had either no air conditioning or intermittent air conditioning throughout the summer of 2021.

74. Despite the persistent complaints—sometimes made for a year or more—Defendants have failed to take appropriate measures to timely repair or replace broken heaters or air conditioners. This has forced tenants to live in conditions that are uncomfortable at best, and in some instances, conditions that jeopardize their health and wellbeing.

75. Because of their wanton disregard for their tenants' safety in failing to maintain and provide adequate heating systems, regular hot water, and functioning air conditioners, Defendants have habitually and flagrantly violated Class Plaintiffs' leases, the D.C. Housing Code, the CPPA, and the D.C. Code.

#### **4. Structural Problems**

76. The D.C. Housing Code requires that Defendants maintain the Property in a safe manner. Specifically, the D.C. Housing Code requires that "[a]ll windows, doors, and their frames shall be constructed and maintained in relation to each other and...to do the following: [e]xclude rain completely from entering the structure." 14 D.C.M.R. § 705.6.

77. The D.C. Housing Code further requires that interior walls and ceilings must be free from wide cracks and holes, and that interior floors shall be "free of loose, splintered, protruding, or rotting floor boards." *Id.* § 706.

78. The Property fails to meet these standards for safe living. There are significant structural problems at the Property, both in its common areas and in many apartment units, including cracks in the ceilings, damaged floors, peeling paint, windows and doors that do not adequately shut and/or are not properly sealed. *See, e.g.*, Exhibits 7, 8.

79. These structural issues have harmed Class Plaintiffs and their ability to safely enjoy their apartments, including as follows:

- a. In Class Plaintiff Estela Rosales' apartment, the kitchen floor is badly damaged, is not solid, and appears to have a gummy substance spread over most of its surface. Ms. Rosales believes that the kitchen floor is cement covered by cheap plywood. Based on communications with Defendants, Ms. Rosales understands that Defendants used two different types of flooring in the

apartments and that the flooring used in her apartment was the cheaper of the two. After Ms. Rosales notified Defendants of the problems with her floor, Defendants indicated they would repair it. But, in approximately December 2021, Defendants' employees merely placed new flooring on top of the damaged floors—entirely failing to make any repairs to the floor itself. The work that was done did not alleviate the problem and Ms. Rosales' floor remains warped and improperly installed. In fact, following a January 19, 2022 inspection, the DCRA identified the floor as continuing to be non-compliant with the D.C. Housing Code because the flooring is not properly attached and there are gaps between the flooring and cabinets.

- b. Beginning in March 2021, the floor in Class Plaintiff Micaela Hernandez's kitchen was damaged from water leaks, which she repeatedly reported to Defendants. This damage prevents her from fully utilizing and enjoying that space. The floor tiles have become bubbled, warped, and deformed. Some portions of floor have become moldy and rotted.
- c. Tenant Francisco Rodriguez has reported that his bedroom, bathroom, and closet doors do not shut properly, with the bedroom door having a hole where the lock and handle should be—issues he has repeatedly brought to Defendants' attention for approximately six years. As noted above, Mr. Francisco has observed rats entering his apartment through the hole in his front door and in the wall in his bedroom, and has seen them run throughout his apartment, including through sizable gaps between the floor and doors with rotted-out bottoms. Even though he has complained about his doors to Defendants, they

have failed to fix Mr. Francisco's doors. In addition, one of his windows has a broken screen, which prevents him from opening his window without allowing bugs into the apartment. There is also a black sticky substance emanating from the floor of his apartment. Despite Mr. Rodriguez's request for Defendants to inspect and remove the substance they have failed to do so, forcing Mr. Rodriguez to manually try to scrape off the substance by hand—a measure that has proved ineffective. As a result, Mr. Rodriguez and his family must do their best to avoid stepping in the substance whenever they walk around the apartment.

- d. Tenant Robert Ramsey's apartment ceiling has two wide cracks that are surrounded by what appears to be water damage. Mr. Ramsey has alerted Defendants to the problem, but they have not inspected or repaired the cracks in the ceiling.
- e. As noted above, tenant José Ramos has numerous holes in the walls throughout his apartment that help harbor and enable various infestations in his unit. Mr. Ramos's walls remain riddled with holes and his apartment remains plagued with various infestations despite repeatedly having brought these issues to Defendants' attention.
- f. Class Plaintiff Lidia Gomez's apartment has numerous holes in the walls that permit rodents to enter the apartment. Despite Ms. Gomez's complaints about the holes since at least as early as September 2020, Defendants' only response has been to tack covers over the holes and attempt to seal them with spray-on

foam. While providing temporary relief, either the foam quickly degrades and/or the rodents reopen the holes.

80. To the extent Defendants have responded to repeated complaints from tenants at all regarding such structural deficiencies, they have provided inadequate responses, most notably shoddy fixes. More often than not, however, tenants receive no response from Defendants when they raise such issues.

81. Because Defendants have not repaired or maintained the ceilings, walls, doors, and windows in the Property, Defendants have violated Class Plaintiffs' leases, the D.C. Housing Code, the CPPA, and the D.C. Code.

## **5. Broken Appliances**

82. The D.C. Housing Code requires that “[w]hensoever an owner or licensee of any residential building furnishes any facilities for cooking, storage, or refrigeration of food, those facilities shall be maintained by the owner or licensee in a safe and good working condition.” 14 D.C.M.R. § 600.4.

83. Defendants have failed to maintain appliances at apartment units at the Property in safe and working conditions. Class Plaintiffs and other tenants have broken appliances in their apartments and face multiple obstacles to living a normal life because of the lack of basic food storage and food preparation appliances. Such obstacles include the following:

- a. Tenant Elsa Gonzalez's stove and oven in her apartment are nearly useless. When Ms. Gonzalez turned on two of the four burners on her stove, they made a sound like an explosion. She was worried about safely using these burners and accordingly reported the issue to Defendants. Although Defendants replaced one broken part on the oven, the replacement part was also broken and



thus failed to fix the problem. Ms. Gonzalez is unable to use her oven. In addition, she believes that rats and cockroaches have been able to invade the oven cavity. And, even if rats are not present in the oven when she tries to use it, she cannot safely use the oven since it is unsanitary.

- b. Class Plaintiff Micaela Hernandez has observed her refrigerator leaking for over a year, since at least 2021, and notified Defendants of the issue. The leak has caused water to pool inside the refrigerator, resulting in some foods stored in the refrigerator spoiling and also reducing useable space in the refrigerator. As described above, the leak has also led to structural damage in her apartment. Ms. Hernandez's stove deteriorated until electric cables shorted out, melting together. This left the stove unusable for almost a month. While the stove was eventually repaired, her refrigerator has not been fixed.

84. Tenants have repeatedly complained to Defendants about these D.C. Housing Code violations, but Defendants have failed to make repairs to the broken stoves and refrigerators in at least five apartments.

85. In addition, even when Defendants have attempted to repair such appliances, their efforts have fallen far short of remedying the situation. For example, when Defendants finally acknowledged tenant Elsa Gonzalez's complaint about her broken oven, their inept work (replacing a broken part with another broken part) did nothing to repair the oven. To this date, Ms. Gonzalez's stove remains broken.

86. Defendants' failure to repair appliances violates Class Plaintiffs' leases, the D.C. Housing Code, the CPPA, and the D.C. Code.

## 6. Smoke Detector and Electrical Issues

87. In addition to broken major appliances throughout the Property, Defendants have failed to repair faulty electrical outlets or provide apartments with code-compliant smoke detectors.

88. The D.C. Housing Code requires that Defendants ensure “smoke alarms [are] installed and maintained” in all apartment units. *See* 12-G D.C.M.R. 704.2; 14 D.C.M.R. 904.4.

89. The D.C. Housing Code also requires Defendants ensure that electrical outlets are “properly and safely installed, and [are] maintained in a safe and good working condition.” 14 D.C.M.R. §§ 600.2, 605.1, 605.2.

90. Defendants have failed to provide all apartment units with functioning smoke detectors. For example, Class Plaintiff Estela Rosales’ apartment remains without a functioning smoke detector, despite such code-violation being the subject of a DCRA notice of infraction issued after a March 10, 2021, inspection of her apartment.

91. Defendants have also failed to repair and remediate dangerous electrical issues in multiple apartments. Outlets in those apartments are damaged, and tenants have observed the presence of smoke and burning smells coming from various outlets. In some instances, portions of the outlets are falling out of the wall. In addition, using such outlets frequently causes circuit breakers to trip, at times damaging the personal property of the tenants.

92. For example, as mentioned above, tenant Francisco Rodriguez has an air conditioning ventilation unit that is not properly attached to the wall with exposed wires hanging out. Despite reporting this to Defendants, no repairs have been made. Mr. Rodriguez worries that the exposed wires pose a fire and electrical risk to his children. Likewise, shortly after moving in, Mr. Rodriguez observed that the circuit breaker in his apartment “flips” whenever

more than one kitchen appliance is in active use, and has, as a result, “fried” numerous personal electronics beyond functioning condition.

93. Defendants’ failure to provide smoke detectors and to repair electrical issues creates dangerous living spaces at the Property and violates Class Plaintiffs’ leases, the D.C. Housing Code, the CPPA, and the D.C. Code.

### **7. Clogs, Leaks, and Broken Plumbing Fixtures**

94. The D.C. Housing Code requires Defendants to provide minimum plumbing facilities, including keeping toilets, bathing facilities, and plumbing fixtures properly connected to appropriate water lines or approved sewage systems. 14 D.C.M.R. 601.1, 601.4, & 601.5.

95. The Property fails to meet this basic standard for healthy and safe residence and this failure has led to ongoing problems at the Property, including as follows:

- a. Since sometime in 2020, the faucets, sinks, and other plumbing fixtures in tenant Robert Ramsey’s apartment have been clogged or otherwise do not drain properly. The lack of adequate drainage has impaired Mr. Ramsey’s ability to use his sinks and bathroom fixtures. In addition, in the fall of 2021, these drainage issues caused water to back up in the kitchen sink and flood the kitchen, with water even making its way into the living room. While Defendants eventually snaked the kitchen sink, they failed to repair other drains in the apartment; these continue to drain improperly. For example, the bathtub fills up anytime the shower is used. Despite Mr. Ramsey’s repeated pleas for repairs, Defendants have failed to remediate these conditions.
- b. Tenant Francisco Rodriguez’s has complained to Defendants often that his toilet, beginning in 2017, and shower, beginning in 2021, do not operate

properly. The toilet tank and basin do not fill completely with water, impairing the ability to flush. In addition, there is a leak in the toilet valve that spews water and a mold-like substance onto the floor and surrounding wall area. The water-control knob in his shower is also improperly connected and frequently falls off, thereby impairing the ability to turn off the water or change the water's temperature and pressure. Mr. Rodriguez has repeatedly reported these issues to Defendants, but none of these issues have been adequately addressed by Defendants.

- c. Sometime in 2019, tenant Elsa Gonzalez discovered a leak in her bathroom. Despite reporting the issue, Defendant Novo failed to repair it. After Defendant UIPPM replaced Novo, UIPPM took almost a year before eventually plugging the leak. As a result of the leak, Ms. Gonzalez's walls are covered in mold. Defendants have done nothing to address the mold problem despite Ms. Gonzalez notifying them of the issue.
- d. Class Plaintiff Lidia Gomez's bathroom is nearly unusable. The sink leaks and the wall of the tub has cracked and collapsed. There are also holes in the floor. There is no ventilation in the bathroom, leading to unbearable humidity. Despite Ms. Gomez's frequent complaints to Defendants—both orally and via email—Defendants have not remedied the many problems in Ms. Gomez's bathroom.

96. Defendants have been notified on multiple occasions of damaged or malfunctioning plumbing, but have failed to properly maintain the toilets, sinks, bathtubs, and other plumbing fixtures in multiple apartments. *See, e.g.*, Exhibit 9.

97. Because of their wanton disregard for their tenants' health and safety with respect to these issues, Defendants have habitually and flagrantly violated Class Plaintiffs' leases, the D.C. Housing Code, the CPPA, and the D.C. Code.

### **8. Other Violations of the Lease**

98. In addition to the violations described above, Class Plaintiffs have also suffered from other unsafe and unsanitary conditions, including those resulting from dangerous actions or inaction by Defendants.

99. D.C. Housing Code states that “[n]o entry or inspection of any residential premises shall be made without the permission of the occupant of the premises unless a warrant is obtained first from the Superior Court of the District of Columbia.” 14 D.C.M.R. § 707.18.

100. The D.C. Housing Code also requires Defendants to provide for regular garbage and refuse removal, sufficient to “keep the common space of the premises free from any accumulation of ashes, garbage, or refuse.” *Id.* § 803.2. Tenant lease agreements also require Defendants to provide for trash removal.

101. Defendants have also misrepresented security measures they are providing at the Property in violation of the Class Plaintiffs' leases and the CPPA.

102. Example of such issues include the following:

- a. On multiple occasions, Defendants' workers have entered tenant Nicolle Hernandez's apartment without giving her any notice or they have shown up outside of the time they told her they would be coming, using their key to enter the apartment. On one occasion, Ms. Hernandez exited the shower to discover that Defendants had let themselves into her apartment without notice.

Ms. Hernandez does not feel safe in her apartment knowing that people can enter at any time without providing sufficient notice.

- b. During 2020, Defendants allowed trash to pile up in the garbage area outside of the Property and refused to take any steps to have the trash picked up or to pay for its removal. While the trash was eventually removed, another trash problem arose in March 2022 when the trash again accumulated to unsanitary levels, and Defendants failed to ensure that it was picked up. Based on information and belief, Defendants have not provided for regularly scheduled trash removal days. Because trash has often been allowed to accumulate, a smell permeates the entire Property. In addition, the accumulation of garbage has significantly contributed to the rodent and vermin infestations discussed above.
- c. The Property appears to have security cameras, but Defendants have failed to keep them functional. Defendants created an illusion of safety by implying that the Property had functional security cameras. Tenants expected such measures could assist them in the event of crimes or threats. However, following reports of crimes at or around the Property, tenants have been unable to obtain security camera footage of the incidents due to the fact the security cameras do not work. For example, tenant Nicolle Hernandez sought to obtain camera footage following two separate incidents. However, it proved impossible because the Property's cameras are not operational.

103. Defendants have steadfastly refused to address these ongoing violations of the lease agreements or to comply with the D.C. Housing Code requirements for entry into apartments and trash collection. As a result, tenants are forced to fear for their health and safety.

104. Because of their wanton disregard for their tenants' health and safety, including their misrepresentation regarding security cameras, Defendants have habitually and flagrantly violated Class Plaintiffs' leases, the D.C. Housing Code, the CPPA, and the D.C. Code.

**E. LANDLORDS' INTERFERENCE IN TENANTS' RIGHTS TO ORGANIZE ACTIVITIES**

105. The District of Columbia's Right of Tenants to Organize Act of 2006 (the "Tenants' Right to Organize Law"), D.C. Code § 42-3505.06, establishes the broad right of tenants to organize and create tenant associations.

106. The Tenants' Right to Organize Law explicitly grants tenants the right to engage in self-organization activities in order to assist each other, advocate to address tenants' concerns, and improve the living conditions they face. D.C. Code § 42-3505.06.

107. Defendants have interfered with Class Plaintiffs' efforts to organize and advocate for better living conditions. Further, Defendants have harassed Class Plaintiffs' for their organizing efforts—including during the COVID-19 pandemic, when health and safety was of the utmost importance.

108. On or around July 2, 2020, tenants of Meridian Heights met and formed the Tenant Association in order to address the ongoing health, safety, and security issues at Meridian Heights. Class Plaintiffs Estela Rosales and Lidia Gomez helped lead the organizing efforts.

109. Tenants who sought to join the Tenant Association signed a form stating: "I choose to be represented by the Tenant Association." Approximately 27 tenants have joined the Tenant Association.

110. On or around July 2, 2020, the Tenant Association held an election and elected members to various positions in the Tenant Association including, but not limited to, President, Vice President, Secretary, and Treasurer.

111. Tenants, including Class Plaintiffs Estela Rosales and Lidia Gomez, led initial organizing efforts at Meridian Heights by hosting meetings with other aggrieved tenants, gathering information from tenants about problems in their apartments and within the building, and enlisting assistance conducting these activities from external tenant organizers.

112. In or around July 2020 the Tenant Association attempted to hold a meeting in an outdoor space adjacent to the Property. Defendants informed the President of the Tenant Association that the Tenant Association was not permitted to meet in this area. As a result, the Tenant Association was forced to find alternative areas to meet.

113. As the health, safety, and security problems at Meridian Heights remained unabated and worsened, in the spring of 2020 tenants hung banners from their apartment windows to get Defendant Novo and Defendant Owner's attention.

114. Defendants sent notices to tenants with banners, including on May 12, 2020 and July 27, 2020, instructing tenants to remove the banners even though Defendants acknowledged that the banners were not offensive. For example, in the notice sent on July 27, 2020, Defendant Novo alleged that the banners were in violation of an unnamed D.C. statute and threatened to remove banners that tenants did not remove directly. Rather than addressing the concerns of the tenants—or even allowing tenants to express their concerns—Defendants directed janitorial staff to remove the banners. Not only did the janitorial staff pull down banners from the outside, but in some instances, janitorial staff entered tenants' apartments without notice or authorization to remove banners. Furthermore, agents of Defendants went door to door demanding to speak with



tenants who had banners outside their windows. Tenants, including Class Plaintiff Lidia Gomez, were intimidated by this aggressive tactic.

115. Based on information and belief, in or around July 2020, agents of Defendant Novo called the police to Meridian Heights in connection with the banners hung by the tenants. The arrival of the police at the Property in response to Defendant Novo's phone call intimidated some of the tenants, including Class Plaintiff Lidia Gomez, even though the tenants were not doing anything unlawful. Defendant Novo spoke with the police, but the police did not take any action against any tenants or otherwise suggest they were engaged in unlawful activities.

116. In response to the police coming to the Property, some of the tenants feared further action by Defendants and felt intimidated by the possibility of further police involvement. Following this incident, some tenants declined to actively participate in tenant organizing activities, including by declining to hang banners.

117. Throughout 2020 and 2021, Plaintiff Tenant Association organized protests to draw attention to the deplorable conditions at the Property, and based on information and belief, Defendant Novo and Defendant UIPPM called the police to intimidate tenants during these events. For example, Plaintiff Tenant Association posted notices about an upcoming protest in or around January 2021. On the day of the protest, the police approached tenants as they were beginning to gather outside the Property. The appearance of police at multiple protests instilled fear in the tenants. While many continued with the efforts, others were intimidated.

118. On or about March 2021, the Tenant Association requested that the DCRA perform inspections of certain apartments. Based on information and belief, the DCRA subsequently posted inspection notices in the elevator and entrance-way of Meridian Heights, as well as on the doors of the apartments the DCRA planned to inspect. The purpose of the notices was to inform

the tenants of the date and time of the inspections so that the tenants could make arrangements to allow the inspectors into their apartments.

119. Shortly thereafter, Class Plaintiff Lidia Gomez was told by janitorial staff that Defendants directed the janitorial staff to remove the notices. Defendant UIPMM's instruction to staff to remove the DCRA notices violated the Right to Organize Law. As a result of Defendants' actions, tenants were not able to coordinate schedules to accommodate the DCRA inspections because they did not have information about the date and time of the inspections. As a result, the DCRA was only able to conduct approximately 15 inspections of the 64 units in the building.

120. In spite of Defendants' efforts to inhibit the Tenant Association's right to organize, members of the Tenant Association have continued to pursue a campaign focused on notifying Defendants of the urgent need to address the health, safety, and sanitation problems at Meridian Heights, all of which were exacerbated by the global pandemic that began in early 2020.

121. Defendants' actions have harmed Plaintiff Meridian Heights Tenant Association by impeding and continuing to impede the Tenant Association's ability to advocate on behalf of its members and the tenants of Meridian Heights, generally, to improve the living conditions at Meridian Heights.

#### **F. CLASS ACTION ALLEGATIONS**

122. Class Plaintiffs Estela Rosales, Lidia Gomez, and Micaela Hernandez bring this action on behalf of themselves and all others similarly situated as a class for the claims set out in Counts I through V of this Complaint.

123. Class Plaintiffs seek to maintain this class action pursuant to Rule 23(b)(2) and (b)(3) of the D.C. Superior Court Rules of Civil Procedure.

124. In the alternative, this action may be maintained as a hybrid class pursuant to Rule 23(b)(2) and (c)(4).

125. Because injunctive or declaratory relief is appropriate with respect to the class as a whole, Class Plaintiffs may seek such relief pursuant to Rule 23(b)(2).

126. Because proposed Class Members have been injured by Defendants' Wrongful Conduct, Class Plaintiffs may seek relief pursuant to Rule 23(b)(3).

127. In addition, the Court may certify an issue class pursuant to Rule 23(c)(4), which provides that "an action may be brought or maintained as a class action with respect to particular issues," while resolving on an individual basis the claims for damages that some of the proposed Class Members may have.

128. Class Plaintiffs seek certification of a class action on behalf of the following class: All current and future residents of Meridian Heights who have experienced or will experience one or more violations of the Housing Code (the "Proposed Class").

129. Ascertainability: The Proposed Class is readily ascertainable, and records and/or testimony should exist to determine current and future tenants, as well as violations of the Housing Code.

130. Numerosity: Due to the size of the building in question and the pervasive negligence of Defendants towards the tenants of the Property, based on information and belief, Class Plaintiffs believe there are at least one hundred members of the Proposed Class, the exact number and their identities being known to Defendants.

131. Typicality: Class Plaintiffs' claims are typical of the claims of the members of the Proposed Class. Class Plaintiffs and members of the Proposed Class sustained damages arising out of Defendants' common course of conduct in violation of D.C. law as alleged herein. The

damages and injuries of each member of the Proposed Class were directly caused by Defendants' Wrongful Conduct in violation of the D.C. Housing Code, the CPPA, the D.C. Code, and Class Plaintiffs' and other Proposed Class members' leases.

132. Commonality: There are questions of law and fact common to the claims of Class Plaintiffs and other members of the Proposed Class, including, but not limited to:

- a. Whether Defendants breached the warranty of habitability in the leases of Class Plaintiffs and members of the Proposed Class;
- b. Whether Defendants failed to abide by the D.C. Housing Code, *see* 14 D.C.M.R. § 100 *et seq.*;
- c. Whether Defendants breached the terms of the lease agreements that they entered into with Class Plaintiffs and for the units in which the other members of the Proposed Class reside;
- d. Whether Defendants breached the warranty of quiet enjoyment to which Class Plaintiffs and the other members of the Proposed Class had a right;
- e. Whether Defendants violated the Consumer Protection Procedures Act with respect to Class Plaintiffs and the other members of the Proposed Class members, *see* D.C. Code § 28-3901(a)(6);
- f. Whether Defendants violated the D.C. Housing Code with respect to the Class Plaintiffs and the other members of the Proposed Class by including a prohibited lease term, *see* 14 D.C.M.R. § 304.3;
- g. Whether Defendant Owner and Defendant UIPMM may be ordered to make immediate repairs to address the D.C. Housing Code violations; and

h. Whether the conduct of Defendants, as alleged in this Complaint, caused injury to the Class Plaintiffs and the other members of the Proposed Class.

133. Adequacy: Class Plaintiffs will fairly and adequately protect the interests of the members of the Proposed Class. Class Plaintiffs' interests are aligned with, and not antagonistic to, those of the other members of the Proposed Class. Class Plaintiffs have retained counsel competent and experienced in the prosecution of class actions to represent themselves and the Proposed Class.

134. Predominance: With respect to a Rule 23(b)(3) class, questions of law or fact that are common to the members of the Proposed Class predominate over any questions affecting only individual members of the Proposed Class.

135. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The prosecution of separate actions by individual members of the Proposed Class would impose a heavy burden on the courts, the individual members of the Proposed Class and Defendants, and would create a risk of inconsistent or varying adjudications of the questions of law and fact common to the claims of the members of the Proposed Class. A class action, on the other hand, would achieve substantial economies of time, effort, and expense, and would assure uniformity of decision as to persons similarly situated. Absent a class action, it would likely not be feasible for the vast majority of the members of the Proposed Class to seek redress for the violations of law herein alleged.

## COUNT I

### **BREACH OF WARRANTY OF HABITABILITY (Against All Defendants by the Class Plaintiffs)**

136. Class Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 135 above as if set forth in full herein.

137. Class Plaintiffs and members of the Proposed Class have entered into lease agreements with Defendants or are otherwise lawful tenants of Meridian Heights with rights under the leases governing the units in which they reside.

138. Under D.C. law, in every contract for the lease or rent of a dwelling, there is deemed to be included an implied warranty that the owner will maintain the premises according to the D.C. Housing Code. This is a continuing duty that cannot be waived. Failure to comply creates a private right of action. *See* 14 D.C.M.R. §§ 301, 400-999.

139. Defendants have an affirmative duty to exercise reasonable care to maintain rental premises in compliance with the D.C. Housing Code by virtue of the implied warranty of habitability in the leases between Class Plaintiffs and Defendants. *See* 14 D.C.M.R. § 301; *George Washington Univ. v. Weintraub*, 458 A.2d 43, 47 (D.C.1983); *Javins v. First Nat. Realty Corp.*, 428 F.2d 1071, 1081 (D.C. Cir. 1970).

140. Defendants breached their duty of care by failing to maintain the apartments and common areas of the Property in accordance with the Housing Code. As a result, Class Plaintiffs and members of the Proposed Class experienced and continue to experience unsafe, unsanitary, and indecent conditions, including, but not limited to, growth of mold; poor air quality; kitchens and bathrooms in disrepair; infestations of rodents and vermin; lack of heat, air conditioning, or

hot water; cracks in ceilings; loose, rotting, and protruding floor boards; broken major appliances; and garbage overflow in common areas. See §§ 24-97, 100, 102-104.

141. Defendants breached multiple provisions of the Housing Code, including but not limited to the following:

- a. Tenants' right to safe and sanitary residential units and common areas in good repair, as provided in the D.C. Housing Code. 14 D.C.M.R. § 400 et seq.
- b. "Provid[ing] [a residential] building with adequate facilities for heating, ventilating, and lighting." *Id.* § 500.1.
- c. Maintaining "in a safe and good working condition" any "facilities for cooking, storage, or refrigeration of food" that have been furnished by the owner or licensee. *Id.* § 600.4.
- d. Tenants' right to working plumbing facilities that are properly connected. *Id.* § 601.
- e. Tenants' right to "a continuous supply of running hot water to meet normal needs." *Id.* § 606.
- f. Failing to ensure that "[a]ll windows, doors, and their frames shall be constructed and maintained in relation to each other and...to do the following: [e]xclude rain completely from entering the structure." *Id.* § 705.6.
- g. Failing to remove "[l]oose or peeling wall covering or paint on interior surfaces...[and to] repaint[] or repaper[]" the "surface so exposed." *Id.* § 707.1.
- h. Tenants' right to interior walls and ceilings that are free of wide cracks and holes. *Id.* § 706.

- i. Tenants' right to interior floors "free of loose, splintered, protruding, or rotting floor boards," as well as "dampness." *Id.* § 706.
- j. Allowing entry or inspection of "residential premises...without the permission of the occupant of the premises unless a warrant is obtained first from the Superior Court of the District of Columbia." *Id.* § 707.18.
- k. Failing to ensure that a residential building is "ratproofed and maintained in a ratproof condition." *Id.* § 804.1 et seq.
- l. As an owner or licensee responsible "for the collection or removal of ashes, garbage, or refuse from the individual habitations to a place of common storage or disposal [failing to] cause sufficient daily collections, at an hour to be specified by the owner or licensee, to be made as may be necessary to keep the common space of the premises free from any accumulation of ashes, garbage, or refuse." *Id.* §803.2.
- m. Failing to "keep the common space in [a] residential building free from vermin and rodents, and rodent harborages." *Id.* §805.4.
- n. Failing to ensure that electrical outlets are "properly and safely installed, and [are] maintained in a safe and good working condition." *Id.* §§ 600.2, 605.1, 605.2.
- o. Failing to "install smoke detectors." *Id.* § 904.4.

142. Defendants had actual or constructive notice of defective conditions and failed to cure the violations within a reasonable amount of time. *See Id.* §§ 301 & 400-999; 16 D.C.M.R. § 3305.



143. Defendants, including Defendant Owner by and through its agents, had actual notice of these conditions because Class Plaintiffs and the members of the Proposed Class routinely provided Defendants with written and verbal communications in which they described such conditions. *See* ¶¶ 24-97.

144. Alternatively, Defendants had constructive notice of these conditions because (i) any reasonable person would have been aware of the defective conditions of the Property based on the extreme and highly visible nature of the disrepair—including rats in the hallways—and the numerous and repeated pleas for repairs from tenants of the Property; and (ii) Defendants demonstrated knowledge of the conditions by conducting superficial inspections and occasionally slapping on a “quick-fix” that acknowledged the maintenance needs, but was wholly inadequate.

145. Additionally, Defendant Owner had constructive notice of the conditions by and through the notice received by Defendant Novo or Defendant UIPPM, which were the property management companies retained by Defendant Owner acting within the scope of their authority in connection with the Wrongful Conduct. *See* ¶¶ 24-97.

146. By reason of Defendants’ Wrongful Conduct, Class Plaintiffs and members of the Proposed Class, have suffered substantial injury from Defendants’ breach of the implied warranty of habitability, for which they are entitled to compensatory damages, punitive damages, reasonable attorney’s fees, and any other relief this Court deems just and proper. 14 D.C.M.R. § 301.

147. By reason of Defendants’ unlawful acts and omissions, Class Plaintiffs and members of the Proposed Class are entitled to an injunction requiring Defendant Owner and Defendant UIPPM to conduct a comprehensive inspection of the Property and adequately remedy all violations of the D.C. Housing Code.

## COUNT II

### **BREACH OF CONTRACT ON BEHALF OF CLASS (Against All Defendants by the Class Plaintiffs)**

148. Class Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 147 above as if set forth in full herein.

149. Class Plaintiffs and members of the Proposed Class have entered into lease agreements with Defendants or are otherwise lawful tenants of Meridian Heights with rights under the leases governing the units in which they reside.

150. The lease agreements impose various requirements on Defendants, including, for example, to (i) deliver and/or maintain the premises in clean, safe, and sanitary condition; (ii) keep the premises in a state of good repair, maintenance, and cleanliness; (iii) provide for waste removal; and/or (iv) enter apartments only after making an appointment or notifying the tenants. *See e.g.* Exhibits 1, 2; *see also* ¶¶ 18-23.

151. Defendants breached the lease agreements with Class Plaintiffs and members of the Proposed Class by failing to exercise reasonable care to provide and maintain the rental premises in clean, safe, and sanitary conditions as required under the lease agreements.

152. For example, despite numerous complaints, Defendants:

- a. have not provided adequate ventilation; nor have they remediated the visible mold growth inside individual apartments, *see* ¶¶ 42-48; 68-75;
- b. have not addressed the infestation of bed bugs, cockroaches, mice, and rats that are pervasive at the Property, *see* ¶¶ 50-67;
- c. have ignored tenant complaints identifying Wrongful Conduct, *see* ¶¶ 24-135;

- d. have failed to provide for waste removal and allowed trash to pile up for weeks at a time, causing the smell of garbage to permeate Meridian Heights that not only created an offensive environment, but also contributed to a significant increase in the amount of rodents and vermin entering the Property, *see* ¶¶ 100-103;
- e. have failed to maintain all parts of the premises in a state of good repair and cleanliness, including by failing to fix or otherwise provide tenants with working stoves, refrigerators, heat, hot water, and/or air conditioning, some of which conditions continue as of the filing of this Complaint, *see* ¶¶ 68-86, 94-97;
- f. have entered apartments without making appointments or providing prior notification as required by the lease agreements causing tenants to fear for their physical safety, *see* ¶¶ 102, 114, 152.

153. By reason of Defendants' Wrongful Conduct, Class Plaintiffs and members of the Proposed Class have suffered substantial injury, for which they are entitled to damages. In particular, Defendants have continued to charge Class Plaintiffs (and members of the Proposed Class) full rent even though they were, among other things, (i) forced to live in nearly uninhabitable apartments that violate the agreed upon terms of their leases, (ii) deprived of the full use and enjoyment of their apartments, and (iii) suffered damage to their health.

### COUNT III

#### **BREACH OF WARRANTY OF QUIET ENJOYMENT (Against All Defendants by the Class Plaintiffs)**

154. Class Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 153 above as if set forth in full herein.

155. Class Plaintiffs and members of the Proposed Class have entered into lease agreements with Defendants or are otherwise lawful tenants of Meridian Heights with rights under the leases governing the units in which they reside.

156. Under D.C. law, residential leases contain an implied warranty of quiet enjoyment, which prohibits a landlord from obstructing, interfering with, or depriving a tenant of the beneficial use of the leased premises. *See Sobelsohn v. Am. Rental Management Co.*, 926 A.2d 713, 716 (D.C. 2007).

157. D.C. law also prohibits a landlord from entering the leased premises at an unreasonable time, without providing reasonable notice, or for an unreasonable purpose. *See* D.C. Code § 42-3505.51(b)(1).

158. Plaintiffs and members of the Proposed Class repeatedly made Defendants aware of conditions as detailed above, *see* ¶¶ 24-135, all of which are within Defendants' control or responsibility under the lease agreements, *see, e.g.*, Exhibits 1, 2.

159. Defendants substantially and unreasonably interfered with the right of Class Plaintiffs and members of the Proposed Class to quiet enjoyment of their possessory interest in the leased premises through, among other things:

- a. unreasonably and repeatedly failing to address tenant reports of pest infestations, which foreseeably resulted in pest infestations spreading

throughout the Property and into apartments of Class Plaintiffs and members of the Proposed Class, *see* ¶¶ 50-75, 79-81;

- b. unreasonably and repeatedly failing to provide proper sanitation and trash-pick up services as required under D.C. law which has foreseeably resulted in the spread of vermin and rodent infestations from areas under the Defendant's control or responsibility and into the apartments of Class Plaintiffs and members of the Proposed Class, *see* ¶¶ 100, 102-104;
- c. unreasonably and repeatedly failing to locate, address, and remediate numerous leaks, holes, and moisture-related issues reported by tenants, which foreseeably resulted in water intruding into and damaging apartments and personal items of Class Plaintiffs and members of the Proposed Class, *see* ¶¶ 42-48; 54; 75, 83, 93-97;

160. By reason of Defendants' Wrongful Conduct, Class Plaintiffs and members of the Proposed Class have suffered substantial injury, for which they are entitled to damages. *See* D.C. Code § 42-3505.51(b)(1).

161. By reason of Defendants' Wrongful Conduct, Class Plaintiffs and members of the Proposed Class are entitled to an injunction requiring Defendant Owner and Defendant UIPPM to inspect the Property and adequately remedy all violations of the D.C. Housing Code. *See* D.C. Code § 42-3505.51(b)(1).

## COUNT IV

### **VIOLATION OF D.C. CONSUMER PROTECTION PROCEDURES ACT (Against All Defendants by the Class Plaintiffs and Plaintiff Tenant Association)**

162. Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 161 above as if set forth in full herein.

163. The District of Columbia Consumer Protection Procedures Act (“CPPA”) prohibits unlawful trade practices in connection with the offer, lease, and supply of consumer goods and services. D.C. Code § 28-3901(a)(6).

164. Defendants are subject to the CPPA because in the ordinary course of business, they lease or supply consumer goods and services and, therefore, are merchants under the CPPA. *Id.* § 28-3901(a)(3).

165. Defendants’ offer and leasing of apartments are consumer goods and services under the CPPA. *Id.* § 28-3901(a)(7).

166. Class Plaintiffs and members of the Proposed Class are consumers under the CPPA because they rented their units in Meridian Heights for personal, household, or family purposes. *Id.* § 28-3901(a)(2).

167. Plaintiff Tenant Association is a non-profit organization under the CPPA because its members have organized to promote the interests of the consumers at Meridian Heights. *Id.* § 28-3901(a)(15).

168. The CPPA authorizes consumers to bring an action seeking relief from the use of trade practices in violation of a law of the District of Columbia. *Id.* § 28-3905(k)(1)(A). The CPPA also authorizes a non-profit organization, such as the Meridian Heights Tenant Association, to bring an action “on behalf of itself or any of its members, or on any such behalf

and on behalf of the general public...seeking relief from the use of a trade practice in violation of a law of the District.” *Id.* § 28-3905(k)(1)(C).

169. Under the CPPA, it is an unlawful trade practice for any person to, among other things:

- a. “represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have;”
- b. “represent that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another;”
- c. “misrepresent as to a material fact which has a tendency to mislead;” or
- d. “fail to state a material fact if such failure tends to mislead.” *Id.* §§ 28-3904(a), (d)–(f).

170. Defendants committed unlawful trade practices under the CPPA by expressly and implicitly representing to Class Plaintiffs and members of the Proposed Class through the offering and entering into of leases, and consistent with the obligations established by the existing tenancies of the members of the Proposed Class, that the Property was habitable and would be maintained in compliance with D.C. laws—in particular, the D.C. Housing Code—when, in fact, the Property is not habitable and Defendants have failed to maintain the Property in a manner that is consistent with the D.C. Housing Code, the CPPA, the D.C. Code, and the leases of Class Plaintiffs and members of the Proposed Class.

171. Defendants committed unlawful trade practices under the CPPA by expressly and implicitly representing to Class Plaintiffs and members of the Proposed Class that: (i) the leased apartments would be clean, safe, and sanitary; (ii) the leased apartments would not pose a serious

threat to the health, safety, or security of the Class Plaintiffs or members of the Proposed Class; and (iii) Defendants would not violate the D.C. Housing Code or any other D.C. laws by allowing material defects to exist that posed a serious threat to the health, safety, or security of the Class Plaintiffs and members of the Proposed Class, when, in fact Defendants have not kept the apartments and common areas of the Property in a clean, safe, sanitary, and Housing Code compliant conditions, and as a result the conditions pose a serious threat to the health, safety, and security of Class Plaintiffs and members of the Proposed Class.

172. Defendants additionally committed unlawful trade practices under the CPPA when they charged rent to Class Plaintiffs and members of the Proposed Class while failing to inform them that Defendants would continuously and systematically fail to maintain the Property in a habitable condition and in compliance with the lease agreements, the D.C. Housing Code, and the D.C. Code.

173. Defendants' misrepresentations and material omissions of fact had both the capacity and tendency to mislead consumers in violation of § 28-3904(a), (d), (e) and (f) of the CPPA.

174. Class Plaintiffs and members of the Proposed Class have suffered substantial injury because of Defendants' violations of the CPPA. Class Plaintiffs and members of the Proposed Class have paid Defendants, and Defendants continue to charge full rent while forcing Class Plaintiffs and members of the Proposed Class to live in apartments with egregious D.C. Housing Code violations that pose a threat to their health, safety, and security. Moreover, Defendants continue to make misrepresentations and material omissions about the conditions of the Property and their willingness to maintain it while charging full rent to Class Plaintiffs and members of the Proposed Class.



175. Defendants are liable under the CPPA for acts each of them performed and for acts carried out by Defendants' employees, representatives, or agents who were acting within the scope of their authority, and, on information and belief, were ratified and/or approved by Defendants because they possessed and/or exercised the authority to control the policies and trade practices of their employees, representatives, or agents. Defendants were (and regarding Defendant Owner and Defendant UIPPM, are) responsible for creating and implementing the alleged unfair and deceptive policies and trade practices described in this Complaint, participated (and regarding Defendant Owner and Defendant UIPPM, participate) in the alleged unfair and deceptive trade practices, directed or supervised (and regarding Defendant Owner and Defendant UIPPM, continue to direct or supervise) employees who participated in the alleged unfair and deceptive trade practices, and knew or should have known of the unfair and deceptive trade practices described herein. Defendants had (and, regarding Defendant Owner and Defendant UIPPM, continue to have) the power to stop all of the Wrongful Conduct, but did (and, regarding Defendant Owner and Defendant UIPPM, continue to do) nothing to stop the Wrongful Conduct. Instead, Defendants endorsed and directed the continuance of the activities.

176. Plaintiffs are entitled to an injunction against Defendant Owner and Defendant UIPMM for their unlawful practices and an order that Defendant Owner and Defendant UIPPM repair the apartments. *See* D.C. Code § 28-3905(k)(2)(D). Plaintiffs are also entitled to recover from Defendants compensatory damages, punitive damages, reasonable attorney's fees, and any other relief this Court deems just and proper. *See id.* § 28-3905(k)(2)(A)-(C).

## COUNT V

### **VIOLATION OF THE D.C. HOUSING CODE (Against All Defendants by the Class Plaintiffs)**

177. Class Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 176 above as if set forth in full herein.

178. The D.C. Housing Code prohibits a landlord from including lease terms that limit his liability for injuries arising from the landlord's negligence in the care and maintenance of a residential property. *See* 14 D.C.M.R. § 304.3.

179. The lease agreements between Defendants and Class Plaintiffs contain a "Hold Harmless" clause that purports to bar recovery against Defendants for "any and all loss, claim, or damage by reason or accident, injury, and damage to persons or property occurring on or about the premises." *See, e.g.*, Exhibits 1, 2.

180. The "Hold Harmless" clauses included by Defendants in the lease agreements are overly broad, unenforceable, and actionable under the D.C. Housing Code.

181. By reason of Defendants' unlawful actions, Class Plaintiffs and members of the Proposed Class, have suffered substantial injury in the form of prolonged exposure to numerous harmful housing conditions for which Defendants are responsible.

182. By reason of Defendants' unlawful acts and omissions, Class Plaintiffs and the members of the Proposed Class are entitled to a declaration that the "Hold Harmless" clause violates the D.C. Housing Code.

## COUNT VI

### **VIOLATION OF TENANTS' RIGHT TO ORGANIZE LAW (Against All Defendants by Plaintiff Tenant Association)**

183. Plaintiff Tenant Association repeats and re-alleges every allegation set forth in paragraphs 1 to 182 above as if set forth in full herein.

184. The Right to Organize Law grants tenants the right to organize and create tenant associations. *See* D.C. Code § 42-3505.06(b). The Right to Organize Law also grants tenants and tenant associations the right to conduct activities related to the establishment and operation of a tenant association and engage in organizational activities for the purpose of mutual aid and protection. *See id.* The Right to Organize Law prohibits any owner or agent from interfering with these rights. *See id.* § 42-3505.06(d).

185. Defendants have violated the Right to Organize Law by, among other things:

- a. Preventing tenants from forming a tenant organization or assisting their fellow tenants within or without of a tenant organization through the use of intimidation and threats directed at tenants and tenant organizers, in violation of D.C. Code § 42-3505.06(b)(1)-(2);
- b. Preventing tenants from engaging in other concerted activities for the purpose of mutual aid and protection, including by (i) disrupting protests, (ii) removing fliers related to DCRA inspections and banners addressing the deplorable housing conditions, and (iii) summoning the police to interfere with such activity in violation of D.C. Code § 42-3505.06(b)(4);

- c. Inhibiting tenants from holding tenant organization meetings by telling members of the Meridian Heights Tenant Association that they could not gather outside the building to meet in violation of D.C. Code § 42-3505.06(d)(5);
- d. Preventing tenants from distributing literature, such as DCRA inspection notices and fliers, in common areas of the Meridian Heights building, or by posting on tenants' doors, in violation of D.C. Code § 42-3505.06(d)(1)-(2);  
and
- e. Preventing tenants from taking any other actions reasonably related to the establishment or operation of a tenant union, in violation of D.C. Code § 42-3505.06(d)(8).

186. As a result, Plaintiff Tenant Association and its members have been, and continue to be, harmed by Defendants' efforts to thwart the organization and activities of an effective tenant association, and advocate for their rights as tenants.

187. Absent injunctive relief, Defendant Owner and Defendant UIPPM will continue to engage in the same conduct that has been undertaken with the purpose, and having the effect, of interfering with tenants' ability to organize at Meridian Heights to address health, safety, and security issues at the building, as well as other tenant concerns, as protected under the Right to Organize Law.

188. By reason of Defendants' Wrongful Conduct, Plaintiff Tenant Association and its members have suffered substantial harm for which the Tenant Association seeks an award of damages. *See* D.C. Code § 42-3505.06(e).

**RELIEF REQUESTED**

WHEREFORE, Plaintiffs request the following relief:

- A. Certify this case as a class action by certifying the Proposed Class of tenants pursuant to D.C. Superior Court Rule of Civil Procedure 23(b)(2) and 23(b)(3) or, in the alternative, pursuant to Rule 23(b)(2) and 23(c)(4);
- B. Designate named plaintiffs Estela Rosales, Lidia Gomez, and Micaela Hernandez as representatives of the Proposed Class;
- C. Designate the Washington Lawyers' Committee and Proskauer Rose LLP as counsel for the Proposed Class;
- D. Declare that Defendants' conduct, as alleged above, violated the implied warranty of habitability deemed to be part of the lease agreements with Class Plaintiffs and members of the Proposed Class;
- E. Declare that Defendants' conduct, as alleged above, violated the lease agreements with Class Plaintiffs and members of the Proposed Class;
- F. Declare that Defendants' conduct, as alleged above, violated the implied warranty of quiet enjoyment deemed to be part of the lease agreements with Class Plaintiffs and members of the Proposed Class;
- G. Declare that Defendants' conduct, as alleged above, violated the CPPA;
- H. Declare that Defendants' conduct, as alleged above, violated the Right to Organize Law;
- I. Declare that the "Hold Harmless" clause in the lease agreements of Class Plaintiffs and members of the Proposed Class violates the D.C. Housing Code;

- J. Enjoin Defendant Owner and Defendant UIPPM from continuing to intimidate, harass, and otherwise prevent tenants residing at Meridian Heights from exercising rights protected by the Right to Organize Law, as set forth in D.C. Code § 42-3505.06(e)(2);
- K. Impose civil penalties for each violation of the Right to Organize Law, as set forth in D.C. Code § 42-3505.06(e)(1);
- L. Award compensatory damages to Class Plaintiffs and members of the Proposed Class for violations of the D.C. Housing Code, the CPPA, the Right to Organize Law and breaches of contract, implied warranties of habitability, and implied warranties of quiet enjoyment, as alleged above;
- M. Award punitive damages for violations of the CPPA and bad-faith breaches of contract, implied warranties of habitability, and implied warranties of quiet enjoyment;
- N. Enter injunctive relief requiring Defendant Owner and Defendant UIPPM to inspect the Property and adequately remedy all violations of the D.C. Housing Code through a schedule of repairs;
- O. Enter injunctive relief as appropriate against Defendant Owner and Defendant UIPPM for the use of any unlawful trade practices under the CPPA and an order that Defendant Owner and Defendant UIPPM repair the apartments pursuant to D.C. Code § 28-3909;
- P. Award reasonable attorney's fees pursuant to the D.C. Housing Code and the CPPA;
- Q. Award all allowable costs; and

R. Provide any other relief deemed just and proper by the Court.

**JURY DEMAND**

Pursuant to D.C. Rule of Civil Procedure 38, Plaintiffs demand a trial by jury on all their claims.

Dated: April 4, 2022

*/s/ Brook Hill*

Brook Hill (D.C. Bar No. 1044120)  
([brook\\_hill@washlaw.org](mailto:brook_hill@washlaw.org))  
Catherine Cone (D.C. Bar No. 1032267)  
([catherine\\_cone@washlaw.org](mailto:catherine_cone@washlaw.org))  
Washington Lawyers' Committee for Civil  
Rights and Urban Affairs  
700 14th Street NW, Suite 400  
Washington, DC 20005  
Telephone: 202-319-1000  
Facsimile: 202-319-1010

*/s/ Shannon D. McGowan*

Shannon D. McGowan (D.C. Bar No.  
1738783)  
([smcgowan@proskauer.com](mailto:smcgowan@proskauer.com))  
Corey Rogoff (D.C. Bar No. 1615544)  
([crogoff@proskauer.com](mailto:crogoff@proskauer.com))  
Ben Eisenberg (D.C. Bar No. 1011620)  
([beisenberg@proskauer.com](mailto:beisenberg@proskauer.com))  
Wilderness Castillo-Dobson (D.C. Bar No.  
1780788)  
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Ann Ashton (D.C. Bar No. 342345)  
([aashton@proskauer.com](mailto:aashton@proskauer.com))  
Proskauer Rose LLP  
1001 Pennsylvania Ave NW  
Suite 600 South  
Washington, DC 20004-2533  
Phone: 202-416-6824  
Fax: 202-416-6899

*Amy Gordon (pro hac vice forthcoming)*

([agordon@proskauer.com](mailto:agordon@proskauer.com))  
*Raven Wells-Scott (pro hac vice  
forthcoming)*  
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Eleven Times Square  
New York, NY 10036-8299  
Phone: 212-969-3129  
Fax: 212-969-2900

# **EXHIBIT 1**



# 2801 FIFTEENTH STREET

## NW LLC

### Lease Agreement

**THIS LEASE**, made this **May 1<sup>st</sup> 2016**, between **2801 FIFTEEN STREET NW LLC**, LANDLORD, and **Micaela Hernandez and Socrates Hernandez** TENANT, WITNESSETH, that the LANDLORD hereby leases to the TENANT and the TENANT hereby leases from the LANDLORD the premises known as Apartment **507** (the "Premises") located at **2801 15<sup>TH</sup> Street NW, Washington, DC 20009** (the "Building"). This lease begins on the **1<sup>st</sup> of May, 2016**, and ends on the last day of **April (30<sup>th</sup>) 2017** at a total annual rent of **Fourteen Thousand Six Hundred and Sixteen dollars (\$14,616)** payable in equal monthly installments of **One Thousand Two Hundred and Eighteen dollars (\$1,218.00.00)** each and every month of said term, without demand, to the LANDLORD. If this lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month shall be apportioned **Zero (\$0.00) Dollars**, thereafter, rent shall be paid on the first day of the month as aforesaid.

**SERVICE CHARGES.** LANDLORD requests rent payments be made in the form of a check. LANDLORD shall have the right to require future rent payments to be made in cash, money order, or by cashier's/certified check if Tenant has a check returned by the Tenant's Bank. A SERVICE CHARGE OF \$35.00 WILL BE AUTOMATICALLY MADE FOR EACH INSTANCE IN WHICH A CHECK IS RETURNED UNPAID BY THE TENANT'S BANK FOR ANY REASON. A LATE CHARGE OF FIVE PERCENT (5%) OF RENT DUE SHALL BE ASSESSED FOR ANY PAYMENT DELINQUENT FIVE (5) DAYS AFTER DUE DATE. AMOUNTS DUE AND OWING FOR MORE THAN THIRTY (30) DAYS SHALL BE SUBJECT TO AN INTEREST CHARGE EQUAL TO ONE AND ONE HALF PERCENT (1.5%) PER MONTH (EIGHTEEN PERCENT (18%) PER YEAR).

#### THE PARTIES HERETO DO HEREBY AGREE AND COVENANT AS FOLLOWS:

**ACCEPTANCE OF THE PROPERTY** - The TENANT acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said Premises are in good and satisfactory order and repair and in compliance with the D.C. Housing Regulations unless otherwise specified herein; and the TENANT agrees that no representations as to the condition of the Premises have been made and that no agreement has been made to redecorate, repair, or improve the Premises unless hereinafter set forth specifically in writing. The LANDLORD will deliver the leased Premises and all common areas in a clean, safe, and sanitary condition.

#### 1. USES

The premises will be solely used for the purposes of a residence and shall be occupied by no more than two (2) persons per bedroom. Efficiencies are considered one bedroom, and living rooms, dining rooms, dens and kitchens are not bedrooms. TENANT will not use the Premises for any disorderly or unlawful purpose or to permit any act, which will unreasonably interfere with the rights, quiet enjoyment, comforts, or convenience of other TENANTS. TENANT shall identify all occupants of the premises, other than the TENANT as herein defined and TENANT'S children under the age of 18, in writing to the LANDLORD. TENANT acknowledges receipt of house rules. TENANT agrees to comply with all house rules, as may be amended from time to time.

#### 2. SECURITY DEPOSIT

TENANT will deposit with the LANDLORD the sum of **One Thousand Two Hundred and Eighteen dollars (\$1,218.00)** which is to be held solely for the purpose of securing the TENANT's performance under this lease. This deposit may be applied to any rent or unpaid utility bill remaining due and owing at the expiration of this agreement, any extension thereof or holding-over period or applied on any damages to the premises caused by the TENANT, his family, guests, employees, trades people or pets, or other expenses suffered by the LANDLORD as a result of breach of any covenant of this lease. TENANT MAY NOT UTILIZE THE SECURITY DEPOSIT AS RENT NOR

SHALL HE/SHE DEDUCT THE SAME FROM THE LAST MONTH'S RENT. The LANDLORD acknowledges receipt of the security deposit, which will be deposited by LANDLORD in an interest bearing escrow account in a financial institution in the Washington, DC area. The interest on the deposit shall commence on the date the deposit is paid by the TENANT to the LANDLORD and shall accrue at the Passbook Savings Rate. The security deposit and accrued interest shall be paid to TENANT within thirty (30) days upon termination of the tenancy established under this agreement. In the event of a sale of the demised premises or the transfer or assignment of this lease, the LANDLORD shall transfer the security deposit with interest to the new owner, transferee, assignee, and shall be deemed released from all liability for the return of the deposit. Further, in the event of any rightful or permitted assignment of this lease by the TENANT, the deposit shall be deemed to be held by the LANDLORD as a deposit of the assignee and the LANDLORD shall have no further liability as to the deposit to the TENANT/assignor.

### 3. POSSESSION

If on the date of this lease another person is occupying the Premises and LANDLORD is unable to deliver possession on or before the commencement of the term of this lease, TENANT's right of possession hereunder shall be postponed until said Premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one thirtieth of a monthly installment for each day that possession is postponed.

### 4. UTILITIES/ SERVICES

TENANT shall pay for 100% of the costs associated with TELEPHONE, CABLE SERVICES, COOKING GAS, and ELECTRICITY available to TENANT in the Premises. TENANT shall make all the necessary deposits in connection therewith and pay all bills directly to the utility provider for the aforesaid utilities. Relevant telephone numbers are: VERIZON (telephone) 202-954-6263; COMCAST (cable) 888-266-2278; PEPCO (electricity) 202-833-7500; WASHINGTON GAS (cooking gas) 703.750.1000.

LANDLORD shall pay for waste removal, landscaping, general cleaning and other utilities not expressly paid by TENANT. LANDLORD currently contracts for waste removal with scheduled pickup three times a week. If trash is not picked up regularly, Tenant shall promptly notify LANDLORD for restoration of service.

### 5. INSURANCE

TENANT will do nothing and permit nothing to be done on the Premises that intervenes any fire insurance policy covering the same. If TENANT's use or occupancy of the premises increases the premium on any fire insurance policy, TENANT shall pay any such increase. All goods and personal property of every kind, in and upon the demised premises, shall be at the sole risk and hazard of the TENANT. **TENANT IS REQUIRED TO PURCHASE A RENTER'S INSURANCE POLICY FOR THE PURPOSE OF PROTECTING HIS/HER PERSONAL PROPERTY IN THE EVENT OF A FIRE, BURGLARY, OR OTHER OCCURRENCE THAT MIGHT RESULT IN A LOSS.** TENANT shall provide LANDLORD evidence of such renter's insurance within thirty (30) days of initial occupancy of the Premises. TENANTS are not covered by LANDLORD's insurance for any loss or damage to personal property belonging to TENANT.

### 6. ALTERATIONS

TENANT will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units, radio or television antennae, nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor change the existing locks of the premises, without the prior written permission of the LANDLORD.

### 7. MAINTENANCE

LANDLORD shall keep grass cut, shrubs trimmed and front yard maintained at no additional expense to TENANT. TENANT shall generally maintain grounds in good condition. TENANT shall keep in a state of good repair, maintenance, and cleanliness, all parts of the premises, including equipment therein, and agrees to promptly report running or dripping water and any defects to the LANDLORD. **TENANT can report running water and property defects to the Repair and Maintenance Hotline (202-315-1119).** TENANT agrees to report complaints and repairs IN WRITING, which shall be deemed given when received by LANDLORD. Any repairs made necessary due to negligence by acts of omission of the TENANT, his family, guests, employees, or pets shall be paid

for by the TENANT, but performed by LANDLORD or LANDLORD's contractor at market and reasonable expense.

## 8. SUBLET

TENANT shall not assign this lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other persons without prior written consent of the LANDLORD or his agent, which consent shall not be unreasonably withheld.

## 9. PETS

Tenant will not have any pets in the Premises without the prior written consent of Landlord. If Tenant is allowed to have a pet in the Premises, the TENANT agrees to pay the cost of having the house de-fleaed and de-ticked by a professional exterminator at the termination of occupancy, upon the request of the LANDLORD.

## 10. SURRENDER

TENANT will, upon termination of this lease, surrender the premises and all fixtures and equipment belonging to the LANDLORD therein in good, clean, operating condition, and ordinary wear and tear accepted. TENANT agrees to pay the cost of 1) any labor over and above that usually required for normal cleaning of the stove, refrigerator, kitchen, bathroom, or other parts of the unit; 2) for the removal of trash or other property left or abandoned on the premises; 3) the extra cost of painting and redecorating the unit resulting from general abuse by TENANT, removal of wallpaper or paint installed by TENANT, or any other such action of TENANT which requires more than normal repainting or redecorating; 4) the cost of repairing or replacing any portion of the demised premise or property of the LANDLORD placed thereon which may be injured, defaced, destroyed, removed, or altered in any manner. Upon vacating the premises, TENANT shall deliver all keys thereto to the LANDLORD within twenty-four (24) hours after vacating. Failure to comply will be cause to charge TENANT for changing locks.

## 11. INSPECTION

LANDLORD or his agent may enter the premises during reasonable hours by appointment to examine the same, to make any repairs, and to protect the property from damage. During the last thirty (30) days of the term of this lease or any extension thereof, LANDLORD or his agent may enter the premises by appointment to exhibit the same to other persons.

## 12. DESTRUCTION

If the premises are rendered totally unfit for occupancy by fire, act of God, rioters, public enemies, or accident, the term of this lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and LANDLORD decides to repair the same, such repairs shall be made by LANDLORD without unreasonable delay, and this lease shall remain in force and effect without any abatement of rent.

## 13. LEASE EXPIRATION

TENANT must provide written notification to LANDLORD or his agent thirty (30) calendar days in advance of the lease expiration date whether TENANT intends to leave the premise at the end of the lease term, holdover on a month-to-month basis, or renew the lease for a lease term equal to one year. If TENANT decides to holdover, the tenancy shall be deemed to be a monthly tenancy and the TENANT agrees to pay an increased monthly rental equal to the fair market rental rate as determined by Landlord. The TENANT shall keep and fulfill all other conditions, covenants and terms of this lease agreement throughout the monthly tenancy. If the TENANT decides to renew the lease for one (1) year, the monthly rent will increase for the renewal term to the fair market rental rate as determined by Landlord. All other terms and conditions of the lease shall remain the same. LANDLORD will prepare a lease amendment which Tenant will execute twenty five (25) days prior to the lease expiration date.

The Tenant has authorized the Agent to order and obtain a Consumer Credit Report from a consumer credit reporting agency to be used in connection with the execution of this Lease Agreement.

#### 15. HOLD HARMLESS

LANDLORD and his agent will be held free and harmless for any and all loss, claim or damage by reason or accident, injury, and damage to any person or property occurring on or about the leased premises.

#### 16. DEFAULT

If TENANT fails to pay the rent as scheduled, or if he/she violates any other conditions of this lease, then this lease may be terminated at the option of the LANDLORD. In such cases this lease will operate as a NOTICE TO QUIT, any notice to quit as required by law being hereby expressly waived. In such case the LANDLORD may proceed to recover possession of the premises without a demand for rent or possession under and by virtue of the provisions of the District of Columbia Code, which regulate proceedings between LANDLORD and TENANT. TENANT agrees to remain answerable for all damages or loss of rent resulting from such re-entry, and LANDLORD reserves full power to re-let the premises for his own benefit. In the event legal action to recover possession or for unpaid rent is necessary, LANDLORD shall recover the costs of such action, including, but not limited to, reasonable attorney's fees, court costs and labor costs.

#### 17. WAIVER CLAUSE

The waiver of one condition of this lease does not waive or in any other manner affect the other conditions of this lease.

#### 18. AGENCY

The LANDLORD recognizes and designates NOVO Development Corporation and its successors or assignees, (the "Agent") as negotiator of this lease for the LANDLORD.

#### 19. KEYS

TENANT hereby acknowledges the receipt of one set of keys. A charge of \$5.00 per key will be made for additional or duplicate apartment keys. A charge of \$25.00 per key will be made for additional or duplicate apartment front door keys. A charge of \$95.00 will be made to re-key the lock. All such charges shall be paid in advance.

#### 20. ABANDONMENT

If TENANT shall abandon the demised premises or quit or vacate the premises, voluntarily or involuntarily, without the written consent of the LANDLORD or his agent, TENANT shall remain liable for all loss of rents to the end of the term of this agreement or until such time as LANDLORD re-lets the premises. The LANDLORD may re-let the premises, and in the event of such re-letting, expenses incident to re-letting, as well as any costs and damages sustained due to TENANT's use and occupation of premises shall be borne by TENANT.

#### 21. RENT PAYMENT

All rent payments should be made payable to and delivered to the address noted below:

**NOVO**

**519 11<sup>th</sup> street SE**

**Washington, DC 20003**

Tenant authorizes Landlord to use any consumer reporting agency or credit bureau to investigate Tenant whenever Tenant is late in paying any obligation under this Lease. Landlord agrees to limit credit investigations on Tenant to once every six months.

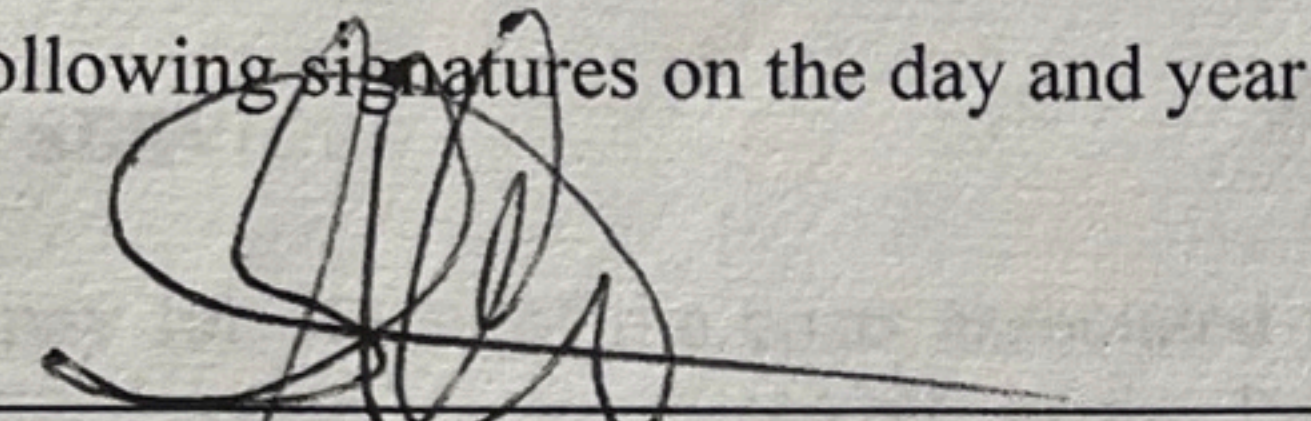
22. MISCELLANEOUS

- a. This lease shall be binding upon and inure to the benefit of the parties thereto, their respective heirs, executors, administrators, successors, and assigns.
- b. Additional or special provisions in the attached addendum bearing the signatures of all parties concerned are hereby made a part of this contract.
- c. This lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained.
- d. This lease may be signed in counterparts.

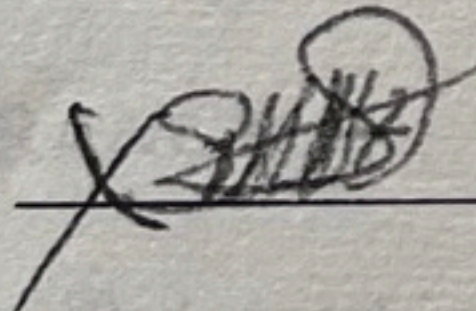
23. OTHER OCCUPANTS: NONE

WITNESS the following signatures on the day and year first appearing above:

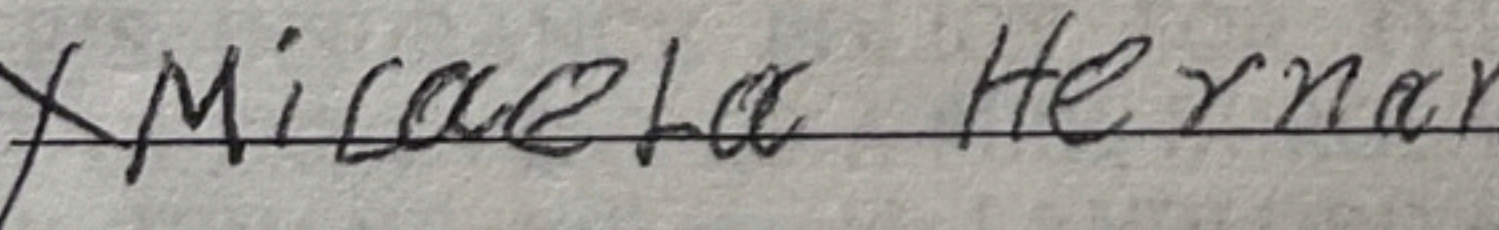
LANDLORD

  
Gladys Zapata  
**NOVO Development Corporation**  
Agent for 2801 15<sup>th</sup> Street NW, LLC

TENANT

 (SEAL)  
Micaela Hernandez

TENANT

 (SEAL)  
Socrates Hernandez

the cost of expenses properly incurred under the terms and conditions of the security deposit agreement, the Housing Provider shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses within thirty (30) days, and at the same time give the Tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.

17. The Rental Unit and/or Housing Accommodation (if applicable) –

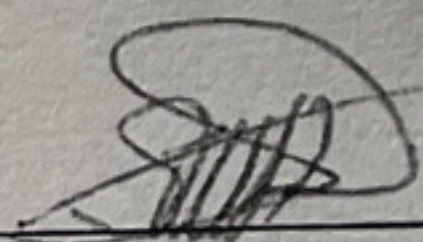
- is registered as a  boarding house or  rooming house;
- is registered as a  condominium or  cooperative; and/or
- is converting to a condominium or cooperative or non-housing use.

18. If there is a pending sales contract for the Housing Accommodation and/or Rental Unit(s) on the date of this Notice of Disclosure, the date of the sales contract is \_\_\_\_\_. If the sales contract is accepted, the date of change of ownership of the Housing Accommodation is intended to be \_\_\_\_\_.

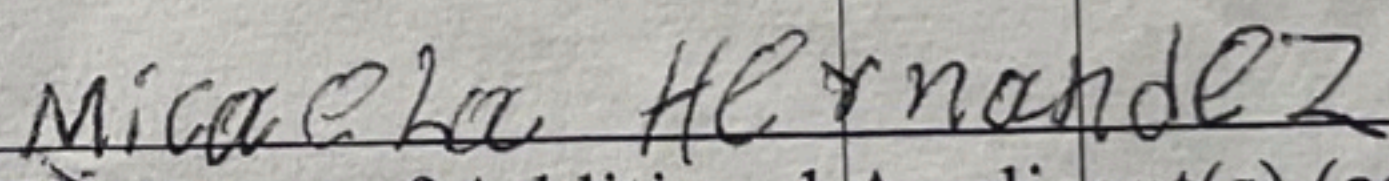
If you have any questions about this Disclosure, please direct them to the Rental Accommodations Division in writing at 1800 Martin Luther King Jr. Avenue SE, Washington, DC 20020. You may call (202) 442-9505 Monday through Friday between the hours of 8:30 am and 4:30 pm or visit the Housing Resource Center, first floor Monday through Friday between the hours of 8:30 am and 3:30 pm.

Printed Name: Socrates Hernandez

Printed Name: Micaela Hernandez



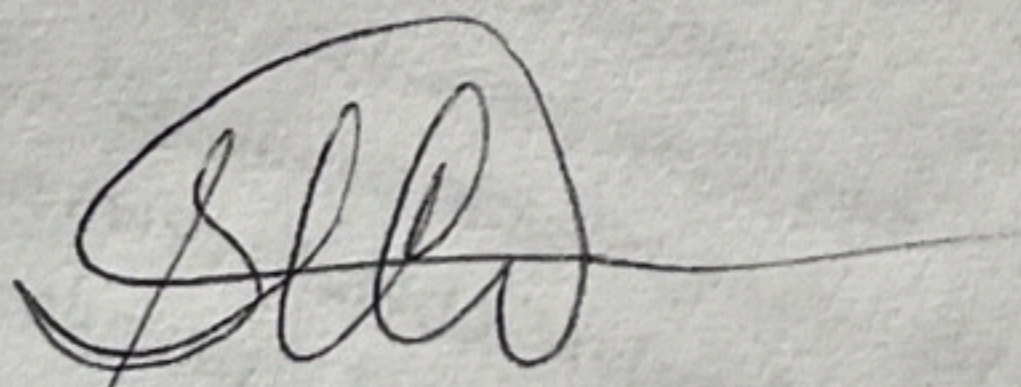
Signature of Applicant:



Signature of Additional Applicant(s) (as necessary):

Date: 04/29/2016

Date: 04/29/2016



Signature of Housing Provider

Date: 04/29/2016

# **EXHIBIT 2**

# 2801 FIFTEENTH STREET NW LLC

## Lease Agreement

**THIS LEASE**, made this **February 17, 2017**, between **2801 FIFTEEN STREET NW LLC**, LANDLORD, and **Henri Moreno & Vilma Rosales** TENANT, WITNESSETH, that the LANDLORD hereby leases to the TENANT and the TENANT hereby leases from the LANDLORD the premises known as **Apartment 304** (the "Premises") located at **2801 15th Street NW, Washington, DC 20009** (the "Building"). This lease begins on the **February 18, 2017**, and ends on the last day of **February 28, 2018** at a total annual rent of **Fourteen Thousand Six Hundred and Sixteen dollars (\$14,616)** payable in equal monthly installments of **One Thousand Two Hundred and Eighteen dollars (\$1,218.00)** each and every month of said term, without demand, to the LANDLORD. If this lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month shall be apportioned **Four Hundred Seventy Eight and 50 Cents (\$478.50)**, thereafter, rent shall be paid on the first day of the month as aforesaid.

**SERVICE CHARGES.** LANDLORD requests rent payments be made in the form of a check. LANDLORD shall have the right to require future rent payments to be made in cash, money order, or by cashier's/certified check if Tenant has a check returned by the Tenant's Bank. A SERVICE CHARGE OF \$35.00 WILL BE AUTOMATICALLY MADE FOR EACH INSTANCE IN WHICH A CHECK IS RETURNED UNPAID BY THE TENANT'S BANK FOR ANY REASON. A LATE CHARGE OF FIFTY DOLLARS (\$50.00) OF RENT DUE SHALL BE ASSESSED FOR ANY PAYMENT DELINQUENT FIVE (5) DAYS AFTER DUE DATE. AMOUNTS DUE AND OWING FOR MORE THAN THIRTY (30) DAYS SHALL BE SUBJECT TO AN INTEREST CHARGE EQUAL TO ONE AND ONE HALF PERCENT (1.5%) PER MONTH (EIGHTEEN PERCENT (18%) PER YEAR).

**THE PARTIES HERETO DO HEREBY AGREE AND COVENANT AS FOLLOWS:**

**ACCEPTANCE OF THE PROPERTY** - The TENANT acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said Premises are in good and satisfactory order and repair and in compliance with the D.C. Housing Regulations unless otherwise specified herein; and the TENANT agrees that no representations as to the condition of the Premises have been made and that no agreement has been made to redecorate, repair, or improve the Premises unless hereinafter set forth specifically in writing. The LANDLORD will deliver the leased Premises and all common areas in a clean, safe, and sanitary condition.

### 1. USES

The premises will be solely used for the purposes of a residence and shall be occupied by no more than two (2) persons per bedroom. Efficiencies are considered one bedroom, and living rooms, dining rooms, dens and kitchens are not bedrooms. TENANT will not use the Premises for any disorderly or unlawful purpose or to permit any act, which will unreasonably interfere with the rights, quiet enjoyment, comforts, or convenience of other TENANTS. TENANT shall identify all occupants of the premises, other than the TENANT as herein defined and TENANT'S children under the age of 18, in writing to the LANDLORD. TENANT acknowledges receipt of house rules. TENANT agrees to comply with all house rules, as may be amended from time to time.



## 2. SECURITY DEPOSIT

TENANT will deposit with the LANDLORD the sum of **One Thousand Two Hundred and Eighteen dollars (\$1,218.00)** which is to be held solely for the purpose of securing the TENANT's performance under this lease. This deposit may be applied to any rent or unpaid utility bill remaining due and owing at the expiration of this agreement, any extension thereof or holding-over period or applied on any damages to the premises caused by the TENANT, his family, guests, employees, trades people or pets, or other expenses suffered by the LANDLORD as a result of breach of any covenant of this lease. TENANT MAY NOT UTILIZE THE SECURITY DEPOSIT AS RENT NOR SHALL HE/SHE DEDUCT THE SAME FROM THE LAST MONTH'S RENT. The LANDLORD acknowledges a receipt of the security deposit, which will be deposited by LANDLORD in an interest bearing escrow account in a financial institution in the Washington, DC area. The interest on the deposit shall commence on the date the deposit is paid by the TENANT to the LANDLORD and shall accrue at the Passbook Savings Rate. The security deposit and accrued interest shall be paid to TENANT within thirty (30) days upon termination of the tenancy established under this agreement. In the event of a sale of the demised premises or the transfer or assignment of this lease, the LANDLORD shall transfer the security deposit with interest to the new owner, transferee, assignee, and shall be deemed released from all liability for the return of the deposit. Further, in the event of any rightful or permitted assignment of this lease by the TENANT, the deposit shall be deemed to be held by the LANDLORD as a deposit of the assignee and the LANDLORD shall have no further liability as to the deposit to the TENANT/assignor.

## 3. POSSESSION

If on the date of this lease another person is occupying the Premises and LANDLORD is unable to deliver possession on or before the commencement of the term of this lease, TENANT's right of possession hereunder shall be postponed until said Premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one thirtieth of a monthly installment for each day that possession is postponed.

## 4. UTILITIES/SERVICES

TENANT shall pay for 100% of the costs associated with TELEPHONE, CABLE SERVICES, and ELECTRICITY available to TENANT in the Premises. TENANT shall make all the necessary deposits in connection therewith and pay all bills directly to the utility provider for the aforesaid utilities. Relevant telephone numbers are: VERIZON (telephone) 202-954-6263; COMCAST (cable) 888-266-2278; PEPCO (electricity) 202-833-7500. LANDLORD shall pay for waste removal, landscaping, general cleaning and other utilities not expressly paid by TENANT. LANDLORD currently contracts for waste removal with scheduled pickup three times a week. If trash is not picked up regularly, Tenant shall promptly notify LANDLORD for restoration of service.

## 5. INSURANCE

TENANT will do nothing and permit nothing to be done on the Premises that intervenes any fire insurance policy covering the same. If TENANT's use or occupancy of the premises increases the premium on any fire insurance policy, TENANT shall pay any such increase. All goods and personal property of every kind, in and upon the demised premises, shall be at the sole risk and hazard of the TENANT. TENANT IS REQUIRED TO PURCHASE A RENTER'S INSURANCE POLICY FOR THE PURPOSE OF PROTECTING HIS/HER PERSONAL PROPERTY IN THE EVENT OF A FIRE, BURGLARY, OR OTHER OCCURRENCE THAT MIGHT RESULT IN A LOSS. TENANT shall provide LANDLORD evidence of such renter's insurance within thirty (30) days of initial occupancy of the Premises. TENANTS are not covered by LANDLORD's insurance for any loss or damage to personal property belonging to TENANT.

## 6. ALTERATIONS

TENANT will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units, radio or television antennae, nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor change the existing locks of the premises, without the prior written permission of the LANDLORD.

#### 7. MAINTENANCE

LANDLORD shall keep grass cut, shrubs trimmed and front yard maintained at no additional expense to TENANT. TENANT shall generally maintain grounds in good condition. TENANT shall keep in a state of good repair, maintenance, and cleanliness, all parts of the premises, including equipment therein, and agrees to promptly report running or dripping water and any defects to the LANDLORD. **TENANT can report running water and property defects to the Repair and Maintenance Hotline (202-315-1119).** TENANT agrees to report complaints and repairs IN WRITING, which shall be deemed given when received by LANDLORD. Any repairs made necessary due to negligence by acts of omission of the TENANT, his family, guests, employees, or pets shall be paid for by the TENANT, but performed by LANDLORD or LANDLORD's contractor at market and reasonable expense.

#### 8. SUBLET

TENANT shall not assign this lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other persons without prior written consent of the LANDLORD or his agent, which consent shall not be unreasonably withheld.

#### 9. PETS

Tenant will not have any pets in the Premises without the prior written consent of Landlord. If Tenant is allowed to have a pet in the Premises, the TENANT agrees to pay the cost of having the house de-fleaed and de-ticked by a professional exterminator at the termination of occupancy, upon the request of the LANDLORD.

#### 10. SURRENDER

TENANT will, upon termination of this lease, surrender the premises and all fixtures and equipment belonging to the LANDLORD therein in good, clean, operating condition, and ordinary wear and tear accepted. TENANT agrees to pay the cost of 1) any labor over and above that usually required for normal cleaning of the stove, refrigerator, kitchen, bathroom, or other parts of the unit; 2) for the removal of trash or other property left or abandoned on the premises; 3) the extra cost of painting and redecorating the unit resulting from general abuse by TENANT, removal of wallpaper or paint installed by TENANT, or any other such action of TENANT which requires more than normal repainting or redecorating; 4) the cost of repairing or replacing any portion of the demised premise or property of the LANDLORD placed thereon which may be injured, defaced, destroyed, removed, or altered in any manner. Upon vacating the premises, TENANT shall deliver all keys thereto to the LANDLORD within twenty-four (24) hours after vacating. Failure to comply will be cause to charge TENANT for changing locks.

#### 11. INSPECTION

LANDLORD or his agent may enter the premises during reasonable hours by appointment to examine the same, to make any repairs, and to protect the property from damage. During the last thirty (30) days of the term of this lease or any extension thereof, LANDLORD or his agent may enter the premises by appointment to exhibit the same to other persons.

#### 12. DESTRUCTION

If the premises are rendered totally unfit for occupancy by fire, act of God, rioters, public enemies, or accident, the term of this lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and LANDLORD decides to repair the same, such repairs shall be made by LANDLORD without unreasonable delay, and this lease shall remain in force and effect without any abatement of rent.

#### 13. LEASE EXPIRATION

TENANT must provide written notification to LANDLORD or his agent thirty (30) calendar days in advance of the lease expiration date whether TENANT intends to leave the premise at the end of the lease term, holdover on a month-to-month basis, or renew the lease for a lease term equal to one year. If TENANT decides to holdover, the tenancy shall be deemed to be a monthly tenancy and the TENANT agrees to pay an increased monthly rental equal to the fair market rental rate as determined by Landlord. The TENANT shall keep and fulfill all other conditions, covenants and terms of this lease agreement throughout the monthly tenancy. If the TENANT decides to renew the lease for one (1) year, the monthly rent will increase for the renewal term to the fair market rental rate as determined by Landlord. All other terms and conditions of the lease shall remain the same. LANDLORD will prepare a lease amendment which Tenant will execute twenty five (25) days prior to the lease expiration date.

#### 14. CREDIT CLAUSE

The Tenant has authorized the Agent to order and obtain a Consumer Credit Report from a consumer credit reporting agency to be used in connection with the execution of this Lease Agreement.

#### 15. HOLD HARMLESS

LANDLORD and his agent will be held free and harmless for any and all loss, claim or damage by reason or accident, injury, and damage to any person or property occurring on or about the leased premises.

#### 16. DEFAULT

If TENANT fails to pay the rent as scheduled, or if he/she violates any other conditions of this lease, then this lease may be terminated at the option of the LANDLORD. In such cases this lease will operate as a NOTICE TO QUIT, any notice to quit as required by law being hereby expressly waived. In such case the LANDLORD may proceed to recover possession of the premises without a demand for rent or possession under and by virtue of the provisions of the District of Columbia Code, which regulate proceedings between LANDLORD and TENANT. TENANT agrees to remain answerable for all damages or loss of rent resulting from such re-entry, and LANDLORD reserves full power to re-let the premises for his own benefit. In the event legal action to recover possession or for unpaid rent is necessary, LANDLORD shall recover the costs of such action, including, but not limited to, reasonable attorney's fees, court costs and labor costs.

#### 17. WAIVER CLAUSE

The waiver of one condition of this lease does not waive or in any other manner affect the other conditions of this lease.

#### 18. AGENCY

The LANDLORD recognizes and designates NOVO Development Corporation and its successors or assignees, (the "Agent") as negotiator of this lease for the LANDLORD.

#### 19. KEYS

TENANT hereby acknowledges the receipt of one set of keys. A charge of \$5.00 per key will be made for additional or duplicate apartment keys. A charge of \$25.00 per key will be made for additional or duplicate apartment front door keys. A charge of \$95.00 will be made to re-key the lock. All such charges shall be paid in advance.

#### 20. ABANDONMENT

If TENANT shall abandon the demised premises or quit or vacate the premises, voluntarily or involuntarily, without the written consent of the LANDLORD or his agent, TENANT shall remain liable for all loss of rents to the end of the term of this agreement or until such time as LANDLORD re-lets the premises. The LANDLORD may re-let the

premises, and in the event of such re-letting, expenses incident to re-letting, as well as any costs and damages sustained due to TENANT's use and occupation of premises shall be borne by TENANT.

**21. RENT PAYMENT**

All rent payments should be made payable to and delivered to the address noted below:

**NOVO**

**519 11<sup>th</sup> street SE**

**Washington, DC 20003**

Tenant authorizes Landlord to use any consumer reporting agency or credit bureau to investigate Tenant whenever Tenant is late in paying any obligation under this Lease. Landlord agrees to limit credit investigations on Tenant to once every six months.

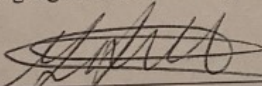
**22. MISCELLANEOUS**

- a. This lease shall be binding upon and inure to the benefit of the parties thereto, their respective heirs, executors, administrators, successors, and assigns.
- b. Additional or special provisions in the attached addendum bearing the signatures of all parties concerned are hereby made a part of this contract.
- c. This lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained.
- d. This lease may be signed in counterparts.

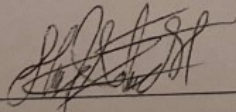
**23. OTHER OCCUPANTS:**     NONE

WITNESS the following signatures on the day and year first appearing above:

LANDLORD \_\_\_\_\_

  
Gladis Garmendez - Property Manager  
**NOVO Development Corporation**  
Agent for 2801 15<sup>th</sup> Street NW, LLC

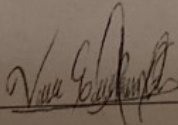
TENANT \_\_\_\_\_



(SEAL)

**Henri Moreno**

TENANT \_\_\_\_\_



(SEAL)

**Vilma Rosales**

# EXHIBIT 3

Apartment 507

March 16, 2022



# EXHIBIT 4

Apartment 507

February 1, 2022



# EXHIBIT 5

Apartment 205

October 10, 2021



# EXHIBIT 6

Apartment 601

March 25, 2022





# EXHIBIT 7

Apartment 507



# EXHIBIT 8

Apartment 308

May 15, 2020



# EXHIBIT 9

Apartment 411

May 16, 2020





**Superior Court of the District of Columbia**  
**CIVIL DIVISION**  
**Civil Actions Branch**  
**500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001**  
**Telephone: (202) 879-1133 Website: www.dccourts.gov**

\_\_\_\_\_ Plaintiff

vs.

Case Number \_\_\_\_\_

\_\_\_\_\_ Defendant

**SUMMONS**

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

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*Clerk of the Court*

\_\_\_\_\_  
 Name of Plaintiff's Attorney

By \_\_\_\_\_  
 Deputy Clerk

\_\_\_\_\_  
 Address

Date \_\_\_\_\_

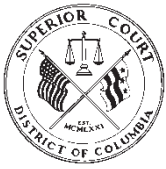
\_\_\_\_\_  
 Telephone

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See reverse side for Spanish translation  
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**TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA**  
**DIVISIÓN CIVIL**  
**Sección de Acciones Civiles**  
**500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001**  
**Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov**

\_\_\_\_\_ Demandante  
 contra \_\_\_\_\_

Número de Caso: \_\_\_\_\_

\_\_\_\_\_ Demandado

**CITATORIO**

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

*SECRETARIO DEL TRIBUNAL*

\_\_\_\_\_  
 Nombre del abogado del Demandante

Por: \_\_\_\_\_  
 Subsecretario

\_\_\_\_\_  
 Dirección

Fecha \_\_\_\_\_

\_\_\_\_\_  
 Teléfono

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**IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE Oponerse a esta acción, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.**

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**Superior Court of the District of Columbia**  
**CIVIL DIVISION**  
**Civil Actions Branch**  
**500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001**  
**Telephone: (202) 879-1133 Website: www.dccourts.gov**

Vilma Estela Rosales Vigil, Lidia Gomez, Michaela Hernandez Navat & 2801 15th Street NW Unidos

\_\_\_\_\_  
 Plaintiff

vs.

Case Number \_\_\_\_\_

UIP Property Management, Inc.  
 Defendant

**SUMMONS**

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

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Ann Ashton & Shannon McGowan

*Clerk of the Court*

\_\_\_\_\_  
 Name of Plaintiff's Attorney

Proskauer Rose LLP

By \_\_\_\_\_

\_\_\_\_\_  
 Address

Deputy Clerk

1001 Pennsylvania Avenue NW Suite 600 South

\_\_\_\_\_  
 Washington D.C. 20004

Date \_\_\_\_\_

\_\_\_\_\_  
 Telephone

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Demandante	
contra	
Demandado	

Número de Caso: \_\_\_\_\_

**CITATORIO**

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

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*SECRETARIO DEL TRIBUNAL*

Nombre del abogado del Demandante	
Dirección	Por: _____ Subsecretario
Teléfono	Fecha _____

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**Superior Court of the District of Columbia**  
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Vilma Estela Rosales Vigil, Lidia Gomez, Michaela Hernandez Navat & 2801 15th Street NW Unidos

\_\_\_\_\_  
 Plaintiff

vs.

Case Number \_\_\_\_\_

**NOVO Management Corporation**

\_\_\_\_\_  
 Defendant

**SUMMONS**

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*Clerk of the Court*

\_\_\_\_\_  
 Name of Plaintiff's Attorney

Proskauer Rose LLP

By \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
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Date \_\_\_\_\_

\_\_\_\_\_  
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Demandante	
contra	
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Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

*SECRETARIO DEL TRIBUNAL*

Nombre del abogado del Demandante	
Dirección	Por: _____ Subsecretario
Teléfono	Fecha _____

如需翻译, 请打电话 (202) 879-4828      Veuillez appeler au (202) 879-4828 pour une traduction      Để có một bản dịch, hãy gọi (202) 879-4828  
 번역을 원하시면 (202) 879-4828 로 전화하십시오      የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

**IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.**

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedir ayuda al respecto.

Vea al dorso el original en inglés  
 See reverse side for English original