

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

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)  
**SHANTA RODRIGUEZ** )  
**1511 Franklin St NE, Apt. 208** )  
**Washington, D.C. 20018,** )  
)  
**TANIYA ROGERS** )  
**1511 Franklin St NE, Apt. 509** )  
**Washington, D.C. 20018,** )  
)  
**CAROLINA NUÑEZ** )  
**1511 Franklin St NE, Apt. 210** )  
**Washington, D.C. 20018,** )  
)  
**TAPPI SMALL** )  
**1511 Franklin St NE, Apt. 203** )  
**Washington, D.C. 20018,** )  
  
**KIANSA MCLEAN-SPIVEY** )  
**1511 Franklin St NE, Apt. 106** )  
**Washington, D.C. 20018,** )  
  
**FRANKLIN ARMS TENANT ASSOCIATION** )  
**1511 Franklin St NE,** )  
**Washington, D.C. 20018,** )

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

**JURY DEMAND**

*Plaintiffs,*

v.

**BROOKLAND INVESTMENTS I LLC**  
**1511 Franklin St NE**  
**Washington, D.C. 20018,**

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

*Defendants.*

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## **COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES**

Plaintiffs Shanta Rodriguez, Taniya Rogers, Carolina Núñez, Tappi Small, Kiansa McLean-Spivey, and the Franklin Arms Tenant Association, allege as follows:

### **SUMMARY OF THE ACTION**

1. This complaint arises from egregious housing code and other violations at the Franklin Arms apartment building (“The Franklin”) in Washington, D.C., where the individual Plaintiffs reside. Defendants’ refusal to make necessary repairs to the apartments and common spaces of The Franklin has resulted in the individual Plaintiffs having to endure uninhabitable and unsafe living conditions for both themselves and, for some of them, their families, including children. As a result, the individual Plaintiffs and other tenants of The Franklin have suffered significant physical and psychological harm, as well as financial injury.

2. Defendants’ failure to provide habitable, safe, and secure apartment dwellings to Plaintiffs violates the District of Columbia’s implied warranty of habitability, the implied warranty of quiet enjoyment, Titles 14 and 16 of the D.C. Municipal Regulations (14 D.C.M.R. § 100 et seq.) (“Housing Code”), the Air Quality Amendments Act of 2014 (“Air Quality Act”), and the Consumer Protection Procedures Act (“Consumer Protection Act”).

3. Most of the conditions described in this Complaint are confirmed by a plethora of inspection reports documented by the Department of Consumer and Regulatory Affairs (DCRA)<sup>1</sup> and the Department of Buildings (DOB)<sup>2</sup>. The unlawful housing conditions include: (i) leaks in walls, windows, and ceilings that are prevalent during rain events; (ii) pervasive mold growth on

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<sup>1</sup> The Department of Consumer and Regulatory Affairs is a District of Columbia agency that was responsible for enforcement of the D.C. Housing Code prior to Oct. 1, 2021.

<sup>2</sup> The Department of Buildings is a District of Columbia agency that has been responsible for enforcements of the D.C. Housing Code since Oct. 1, 2021.

the walls and ceilings due to excessive interior dampness and inadequate ventilation in apartment units; (iii) infestations of rats, mice, and cockroaches in apartment units and common areas; (iv) frequent natural gas leaks that have led to hospitalizations and heat shutoffs; (v) structural issues, including gaping holes in the walls and doors of Plaintiffs' apartment units; (vi) broken and inoperative major appliances in apartment units; (vii) persistent plumbing issues, including discolored water; (viii) a dangerous elevator that frequently breaks down; and (ix) unsecure building access that has led to squatters and illegal drug use in common areas.

4. Defendants routinely and repeatedly have been made aware of these unlawful conditions by the Plaintiffs' and other tenants' maintenance requests, yet have either ignored them or provided at best incomplete or shoddy fixes. For example, one response to complaints of incessant mold has been to repeatedly paint over the same visible areas of mold without any attempt to treat the underlying mold and prevent its recurrence.

5. Furthermore, when Plaintiffs sought to form and operate a tenant association to collectively advocate for habitable living conditions, Defendants intimidated and harassed participating tenants in violation of D.C. laws that protect the right of tenants to organize.

6. Plaintiffs bring this action both to compel Defendants to fulfill their legal duties to make repairs necessary to provide Plaintiffs and other tenants of The Franklin with habitable dwellings and to compensate Plaintiffs for the damages they have incurred as a consequence of Defendants' unlawful conduct. Defendants' deliberate and systematic failure to provide habitable apartment dwellings to Plaintiffs is in breach of the implied warranties of habitability, and a violation of the Air Quality Act, the Consumer Protection Act, and Titles 14 and 16 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 violates the D.C. Rights of Tenants to Organize Act of 2006 ("Tenants' Right to Organize Law").

### **PARTIES**

7. Plaintiff Shanta Rodriguez is an individual who has resided at The Franklin for more than a decade. Ms. Rodriguez has served as the President of the Franklin Arms Tenant Association since 2022. Because of Defendants' actions (or inactions) as described in this Complaint, Ms. Rodriguez has experienced and continues to experience unlawful and uninhabitable conditions, including water leaks, mold growth, pest infestations, gas leaks, and broken appliances. Defendants have also retaliated against Ms. Rodriguez for organizing with other tenants to advocate for better living conditions at The Franklin, in violation of D.C. law.

8. Plaintiff Taniya Rogers is an individual residing at The Franklin with her two children, who are 9 and 4 years old. Because of Defendants' actions (or inactions) as described in this Complaint, Ms. Rogers and her children have experienced and continue to experience unlawful and uninhabitable conditions, including mold growth, pest infestations, inoperable plumbing, and defective appliances. At one point, Ms. Rogers and her children had to evacuate their unit for nearly two months to escape The Franklin's uninhabitable conditions.

9. Plaintiff Carolina Nuñez is an individual residing at The Franklin with her 5-year-old asthmatic son and adult daughter. Because of Defendants' actions (or inactions) as described in this Complaint, Ms. Nuñez and her children have experienced and continue to experience unlawful and uninhabitable conditions, including mold growth, pest infestations, inoperable appliances, lack of heat, lack of ventilation, persistent gas leaks, and leaking windows and ceilings. During or following rainstorms, Ms. Nuñez routinely experiences water leaks through her roof, windows, and walls.

10. Plaintiff Tappi Small moved into The Franklin in July 2019. She has been an active member of the Franklin Arms Tenant Association since 2022. Because of Defendants' actions (or inactions) as described in this Complaint, Ms. Small has experienced and continues to experience unlawful and uninhabitable conditions, including pest infestations, mold growth, and persistent gas leaks.

11. Plaintiff Kiansa McLean-Spivey is an individual residing at The Franklin with her two children who are under the age of five. Because of Defendants' actions (or inactions) as described in this Complaint, Ms. McLean-Spivey and her children have experienced and continue to experience unlawful and uninhabitable conditions, including pest infestations, peeling paint, warped and uneven floors, mold, uncovered heating pipes, confirmed gas inside her apartment, and detached electrical sockets.

12. Plaintiff Franklin Arms Tenants Association, Inc. (the "Franklin Arms Tenant Association" or the "Tenant Association") is a non-profit tenant membership organization organized under the laws of the District of Columbia that represents the interests of the tenants of The Franklin. As part of its regular activities, the Tenant Association holds meetings to discuss tenant-related issues, advocates on behalf of tenants collectively, and disseminates information to tenants about their right to organize and advocate for themselves.

13. Defendant Brookland Investments I LLC ("Brookland") is a limited liability company organized under the laws of the District of Columbia. Based on information and belief, Brookland has a registered address of 1511 Franklin Street SE, Washington, D.C. 20003. Based on information and belief, beginning in or about 2004, Brookland purchased The Franklin. Based on information and belief, Brookland contracts with property management companies to, among other things, maintain The Franklin and enter into lease agreements with tenants on behalf of

Brookland. Based on information and belief, Brookland engaged Defendant Novo Management Corporation as the property manager of The Franklin.

14. Based on information and belief, from at least 2004, Brookland directed, controlled, had the authority to control, participated in, or with knowledge approved the acts, inaction, or practices at The Franklin including the acts, inaction, and practices set forth in this Complaint (collectively, the “Unlawful Conduct”). Brookland is responsible for the Unlawful Conduct because it was carried out by Brookland’s employees, representatives, or agents who were acting within the scope of their authority, or at other times, on information and belief, was ratified or approved by Brookland.

15. Defendant Novo Management Corporation (“Novo”) is an incorporated entity organized under the laws of the District of Columbia. Based on information and belief, Novo has a registered address of 519 11th Street SE, Washington, D.C. 20003. Novo is engaged in the business of real estate management. Based on information and belief, Novo is the property management company for The Franklin. During the period relevant to this Complaint, Novo, directed, controlled, had the authority to control, participated in, or with knowledge approved of the Unlawful Conduct. Novo is responsible for the Unlawful Conduct occurring during that period because it was carried out by Novo’s employees, representatives, or agents who were acting within the scope of their authority, or at other times, on information and belief, was ratified or approved by Novo.

### **STANDING**

16. Plaintiffs Shanta Rodriguez, Taniya Rogers, Carolina Nunez, Tappi Small, and Kiansa McLean-Spivey have standing to bring this action because they have been, and continue to

be, direct victims of Defendants' Unlawful Conduct and have been and continue to be injured by Defendants' Unlawful Conduct.

17. Plaintiff Franklin Arms Tenant Association has both organizational and associational standing to bring this action. As an organization, Defendants' Unlawful Conduct has injured the Tenant Association directly by impinging on its ability to advocate on behalf of the tenants of The Franklin. And as an association, the Tenant Association has standing because its members individually have standing to sue Defendants, the Tenant Association exists in part to advocate for its members' interests, and the participation of all of its members in this lawsuit is not necessary in order for the Court to grant the relief sought by the Tenant Association.

#### **JURISDICTION AND VENUE**

18. 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.

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

#### **D.C. HOUSING LAW**

20. The case raises claims under the implied warranty of habitability, the implied warranty of quiet enjoyment, the D.C. Housing Code, the D.C. Code, the Air Quality Act, and the Consumer Protection Act.

21. District of Columbia law implies into all residential leases a warranty of habitability, requiring the landlord to maintain the premises in compliance with the D.C. Housing

Code. *See Javins v. First Nat'l Realty Corp.*, 428 F.2d 1071, 1081 (D.C. Cir. 1970), *cert. denied*, 400 U.S. 925 (1970); *see also* District of Columbia Municipal Regulations (“D.C.M.R.”) tit. 14, § 301 (Implied Warranty and Other Remedies). A landlord’s failure to provide a habitable dwelling is actionable by an aggrieved tenant through a claim for breach of that implied warranty. *See George Washington Univ. v. Weintraub*, 458 A.2d 43, 49 (D.C. 1983).

22. Among other things, the D.C. Housing Code--

- (a) 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, and to correct any violation of these requirements, *id.*;
- (b) prohibits a landlord from “rent[ing] or offer[ing] to rent any habitation..., unless the habitation and its furnishing are...free from rodents or vermin,” 14 D.C.M.R. § 400.3;
- (c) requires 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;
- (d) 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, *id.* §§ 601.1, 601.4, & 601.5;



- (e) requires that “[w]henver 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,” *id.* § 600.4;
- (f) requires that Defendants maintain The Franklin in a safe manner. Specifically, the D.C. Housing Code requires that “all 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) 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.* §§ 706.2 & 706.4;
- (h) requires that “the owner of any apartment building or a house consisting of five (5) or more floors which contains one (1) or more elevators shall maintain the elevators in *good working order*,” *id.* § 1205.1 (emphasis added);

23. For its part, the D.C. Code—

- (a) 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 mold to be remediated by an indoor mold remediation professional,” D.C. Code § 8-241.04(c);

(b) 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).

24. Under the Air Quality Act, a 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 shall inspect the property within 7 days and remediate the condition in accordance with subsections (b) and (c) of this section within 30 days of the inspection unless a shorter timeframe is ordered by a court or the Mayor.” D.C. Code § 8-241.04.

25. For its part, the Consumer Protection Act combats deceptive trade-practices in landlord-tenant disputes. D.C. Code § 28-3905(k)(6) (2021 Supp.). Specifically, the Consumer Protection Act makes it a violation for “any person to engage in...[a] deceptive trade practice, whether or not any consumer is in fact misled, deceived, or damaged thereby, including to...[r]epresent that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law.” *Sizer v. Lopez Velasquez*, 270 A.3d 299, 305 (D.C. 2022); D.C. Code § 28-3904(e-1). Where a property owner fails to remedy Housing Code violations in a residential unit, they violate the Consumer Protection Act. D.C. Code § 28-3904 *et. seq.*; *District of Columbia v. Stephenson*, No. 2018 CA 004448 B (D.C. Sup. Ct. 2020).

## **FACTUAL BACKGROUND**

### **I. The Franklin**

26. For years, The Franklin has been home to a community of low-income District residents, including Plaintiffs. Families with children reside at The Franklin.

27. Brookland purchased the nearly century-old property in 2002 and has owned or managed The Franklin since that time.

28. In due course, Brookland entered into lease agreements with Plaintiffs:

- (a) Plaintiff Shanta Rodriguez entered into a lease in February 2011;
- (b) Plaintiff Taniya Rogers entered into a lease in August 2016;
- (c) Plaintiff Carolina Nuñez entered into a lease in September 2019;
- (d) Plaintiff Tappi Small entered into a lease in August 2019;
- (e) Plaintiff Kiansa McLean-Spivey entered into a lease in March 2021.

29. During the period it served as property manager and leasing agent, Defendant Novo, as an agent of Defendant Owner, failed to fulfill maintenance and related obligations under the D.C. Housing Code and Air Quality Act.

30. District of Columbia law establishes the rights and responsibilities of the parties to a residential lease with respect to maintenance. In return for Defendants' duty to provide habitable homes, Plaintiffs took up residency in the apartments as identified above.

31. Defendants entered into lease agreements for each inhabited unit at The Franklin.

32. By virtue of Defendants' status as property owner or manager, D.C. law imposes various duties on Defendants including, for example, to (i) deliver and 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 (iv) enter apartments only after making an appointment or notifying the tenant.

## **II. Defendants' Pattern of Neglect**

33. Each of the Plaintiffs has suffered, and continues to suffer, unlawful living conditions caused by Defendants' failure to maintain The Franklin.

34. Conditions at The Franklin have been miserable for years. Plaintiffs and other tenants have routinely faced obstacles to obtaining repairs to their apartments and improving their living conditions. Prior to the COVID-19 pandemic, Plaintiffs deliberately limited the time spent in their apartments. During the COVID-19 pandemic, however, Plaintiffs' living situations deteriorated as they were forced to spend more time in their apartments. As schools and workplaces closed or operated on a remote basis, apartments became make-shift classrooms. At The Franklin, this meant that school-age residents, including the school-aged children of Plaintiffs, were forced to spend the majority of every day in appalling conditions, even as they attempted to pay attention in virtual classrooms and do their course work. Plaintiffs, other tenants, and their families found it impossible to escape the pests and mold.

35. When Plaintiffs and tenants sought repairs, Defendants often made false promises to make the necessary repairs. But Defendants routinely failed to make the necessary repairs or at most made only incomplete or shoddy repairs.

36. Plaintiffs have individually and collectively demanded that Defendants address the persistent issues in their apartments, but to no avail.

37. Each of the Plaintiffs has personally suffered from Defendants' Unlawful Conduct and has brought numerous conditions to Defendants' attention, only to have their complaints ignored—or, at best, dealt with inadequately.

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

39. In an attempt to address Defendants' failure to correct the dire conditions and Unlawful Conduct, Plaintiffs organized the Tenant Association in September 2022. But,

Defendants thwarted Plaintiffs' efforts and actively undermined their and other tenants' ability to collaboratively seek improved living conditions at The Franklin through the Tenant Association.

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

41. As described in detail below, Defendants have utterly failed to maintain the units at The Franklin at the required minimum standards set by D.C. law. By failing to meet these standards, Defendant breached the warranties that are implicit in every lease: habitability and quiet enjoyment. In addition, the landlord engaged in unlawful trade practices by misrepresenting the conditions of the units at The Franklin and failing to remedy Housing Code violations. Further, the landlord repeatedly failed to inspect for mold within 7 days after receiving reports of visible mold and yet again failed when they did not remediate that mold within 30 days in violation of the Air Quality Act.

42. Plaintiffs have frequently solicited inspections from DCRA and DOB. Those agencies have found numerous violations of the D.C. Housing Code in multiple inspections conducted during the time-period relevant to this Complaint and issued fines and notices of violations. Defendants' pattern and practice has been to ignore or downplay these repeated notices and refused to provide adequate repairs.

**A. Broken Plumbing, Water Leaks, and Improper Ventilation**

43. In multiple respects, The Franklin fails to satisfy standards set out in the D.C. Housing Code regarding ventilation and thus fails to provide a safe living environment.<sup>3</sup> The

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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 visited on July 28, 2023) (<https://www.cdc.gov/mold/faqs.htm>).

Franklin also fails to meet basic plumbing standards for healthy and safe residences and fails to adequately address other leaks, in violation of the D.C. Housing Code. These failures have led to ongoing problems at The Franklin, including as follows:

- (a) In 2020, Ms. Rodriguez had black water leaking into her apartment through the kitchen sink. The black water covered the inside and outside of the kitchen cabinets. Water has also leaked into her unit through cracks in the windowsills and pooled in her walls and ceiling between the paint and drywall.
- (b) Water comes into Ms. Nuñez's unit through the bedroom, bathroom, kitchen, and living room windows when it rains. Water also leaks through the ceiling during the winter when the unit upstairs has its radiator on.
- (c) Water enters Ms. Smalls' unit through the window in the bedroom when it rains and through a light fixture in the closet when the unit above her turns on the water. She has let management know about these leaks several times. They have attempted to fix the window, but water still comes in when it rains and management has not addressed the leaks in the closet.
- (d) In Ms. Rogers' unit, water comes through the frame of the window in the bedroom and down the wall across from the window when it rains. Brown water comes out of the shower and will not heat to an adequate temperature. Further, the toilet in Ms. Rogers' bathroom

will not flush and water gushes from the shower knobs when the shower is on.

**B. Mold Growth, and Improper Ventilation**

44. Improper or inadequate ventilation systems, faulty plumbing, and failure to cure leaks have created perpetual moisture accumulation, fostered mold growth, and led to degraded air quality inside the units and throughout The Franklin. Mold has been found in many of the apartments and also in common areas—including hallways.

45. The pervasive presence of mold has harmed Plaintiffs and their ability to live safely in their apartments:

- (a) Ms. Rodriguez has been dealing with mold throughout her home. For example, on May 20, 2020, the D.C. Department of Energy & Environment notified Defendants that it found mold contamination throughout Ms. Rodriguez’s entire kitchen cabinet area. In response, Defendants sent a worker who “cleaned” the cabinets with a disinfectant spray and a rag. Defendants did nothing to abate any mold beyond the surface level nor did they do anything to prevent a recurrence. When Ms. Rodriguez complained that this was not an adequate remediation, Defendants refused to provide further assistance.
- (b) Due to improper ventilation, water has become trapped in the wall of Ms. Rodriguez’s bathroom, causing bubbles to form on the paint and drywall. The ceilings show signs of mold and rot. Instead of making repairs to abate the root cause of the mold damage to the bathroom walls and drywall, Defendants painted over the mold.

- (c) The water and mold damage in Ms. Roger's apartment have caused a hole to form in her bedroom ceiling. In addition, Ms. Rogers' bathroom ceiling is cracked and has mold developing. There is also mold in her refrigerator. Ms. Rogers has requested that defendants address the mold issue multiple times without success.
- (d) Persistent leaks have also caused water damage and mold in Ms. Small's unit. There is mold on the bathroom ceiling and around the window in the bedroom of Ms. Small's unit.
- (e) Similarly, Ms. McLean-Spivey has been dealing with mold on the ceiling of her bathroom and hallway. Defendants painted over it in the hallway, but it is coming back. They did not do anything to address the mold in the bathroom.
- (f) Ms. Nuñez has had visible water damage and been living with mold in her living room, bathroom, and kitchen. The visible mold growth present in Ms. Nuñez's son's room is so severe that he is often unable to sleep in his room. Within three months of moving into her apartment, Ms. Nuñez let management know about these leaks, and she has reported the issue multiple times since, including most recently in June 2023.

46. At Plaintiffs' direction, William R. Spearman, a Board-Certified Indoor Environmentalist who operates Arrowhead Consulting, inspected each of the individual Plaintiffs' apartments on August 1 for signs of mold. As part of his inspection, Mr. Spearman performed (1) an assessment of potential mold growth and/or remediation attempts in each apartment, and (2) a



moisture-level evaluation of building materials. Mr. Spearman also took air and surface samples in each unit to confirm airborne spore counts and suspected visual or hidden mold growth. Mr. Spearman prepared a Mold Assessment Report to document his findings. Mr. Spearman concluded that all five of the units he inspected “have indoor mold contamination exceeding 10 sf. of contiguous growth.” Ex. 1 at 2.

47. Despite repeated complaints from Plaintiffs and other tenants, Defendants typically respond to mold complaints weeks after tenants notify them of visible mold, if at all, and take only flagrantly inadequate measures to address the mold. Defendants’ primary response to complaints of mold has been to paint over it. Furthermore, Defendants have not conducted inspections of apartments following receipt of notice of mold contamination within 7 days as required by D.C. law. 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, pursuant to their legal obligations.

**C. Pest Infestation**

48. Defendants have also failed to meet the requirements set out in the D.C. Housing Code that require homes to be free from rodents or vermin. 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.

49. 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

**1. Rodent Infestations**

50. The Franklin suffers from a severe mice and rat infestation. Rodents are prevalent throughout the entire apartment building, in both common areas and individual apartments. In

addition to Plaintiffs and other tenants having rodent infestations inside their apartments, they have seen rodents running through the hallways and riding the elevator.

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

- (a) Since the time she moved into the Franklin in 2011, Ms. Rodriguez has observed and continues to observe rats and mice in her unit and throughout The Franklin. Despite her constant cleaning efforts within her unit, she has not been able to keep the rodents at bay. Ms. Rodriguez notified Defendants of the issue, but they did nothing. Ms. Rodriguez was forced to buy her own mousetraps, catching multiple mice over the course of her time at The Franklin.
- (b) Ms. Rogers has endured rodents in her apartment since she moved into The Franklin in 2016. Ms. Rogers was forced to buy a cat to reduce the presence of mice in her unit. She has taken photos of mouse droppings throughout her apartment, and DOB inspections have confirmed the infestation. Notwithstanding, Defendants have refused to remediate the infestation.
- (c) Ms. Nuñez has observed and continues to observe rats and mice in her apartment. The rats and mice enter her apartment through a hole in the floor of her daughter's bedroom. Ms. Nuñez reached out to Pest Control and they provided her with a sticky patch to cover the hole as a temporary solution. Ms. Nuñez notified Defendants of the issue over a year ago, and she and her family are still waiting for a

permanent solution. Throughout this time, rats and mice have destroyed the bottoms of Ms. Núñez's furniture, forcing her to purchase replacements. The mice infestation has also forced her to clean bedding more frequently than is usual to remove mice droppings. Moreover, the mice destroy any food she stores in her cabinets.

- (d) Rodents have infested Ms. McLean-Spivey's apartment since March 2021. There are holes in the floor of her bedroom and closet where they come into the unit. The mice have chewed up important documents and children's clothes, as well as left droppings all over her apartment, including the kitchen.
- (e) Mice are a serious problem in Ms. Small's unit and have been since she moved in. The mice eat her food and leave droppings throughout her unit. She has let management know about the mice issue numerous times, but they have not adequately addressed the problem.
- (f) Plaintiffs have repeatedly provided written notice about the rodent infestation to Defendants. Even so, Defendants have failed to adequately address the infestations.

52. Defendants have known about this infestation since at least October 2019 through citations issued by DCRA. DCRA reported that Defendants had failed to take proper precautions to exterminate rodent infestation. Despite the complaints and the DCRA findings, rodent infestations are an ongoing issue at The Franklin.

## 2. Cockroach Infestation

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

- (a) Ms. Rodriguez discovered cockroaches shortly after moving to The Franklin in February 2011. She has repeatedly contacted Defendants to request fumigation, but her apartment still has cockroaches. Ms. Rodriguez has observed cockroaches living under her refrigerator and in her cabinets, forcing her to purchase a wire rack and plastic bins to store her groceries.
- (b) Ms. Rogers has observed cockroaches in her apartment since she moved into the building in 2016. The cockroach infestation reached its peak in 2022, when cockroaches fell from the ceiling of Ms. Rogers' apartment and onto her 9-year-old son while he was in the shower, causing Ms. Rogers to relocate her children for nearly two months. Despite informing Defendants of the problem, Defendants have failed to remedy the situation, and Ms. Rogers continues to battle the cockroach infestation.
- (c) Ms. Nuñez has seen cockroaches crawling throughout her apartment. They are under and inside the refrigerator, and in the cabinets. They have also eaten some of her food, making it nearly impossible for her to store food in her kitchen. Although she has contacted Defendants about the issue, they have not taken adequate steps to get rid of the cockroaches.

- (d) Ms. Small has had a cockroach infestation since she moved in. They infested every parts of her unit, including behind and inside the refrigerator. She has let Defendants know repeatedly about this issue, but they have not adequately addressed it.
- (e) Cockroaches have also taken root in Ms. McLean-Spivey's apartment. She has let management know about the cockroaches, but Defendants have not adequately addressed the problem.

54. Defendants have known about this infestation since at least March 2021 through citations issued by DCRA. In March 2021, 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 Franklin.

**D. Dangerous Gas Leaks and Defective Carbon Monoxide Detectors**

55. Ms. Rodriguez' stove has had to be replaced several times due to gas leaks. Ms. Rodriguez has called Washington Gas on four separate occasions, and each time, Ms. Rodriguez' stove was tagged for immediate removal. Further, her gas had to be shut off for days at a time.

56. In November 2022, Ms. Rodriguez smelled gas in the hallway outside of her unit and immediately called Washington Gas. Upon entering the building, Washington Gas ordered an emergency inspection of the building's gas line. Washington Gas' inspection confirmed Ms. Rodriguez' suspicion that the gas levels were dangerously high: 3.9%. The inspector explained to Ms. Rodriguez that if the gas leak had continued through the night and reached 5%, The Franklin would have been at high risk for explosion.

**E. Unsecured Building Access**

57. In addition to conditions issues, tenants at The Franklin have raised security concerns with Defendants. For example, in February 2023, there was an attempt to break into the

mailboxes located in the building lobby. This attempt resulted in several of the tenants' mailboxes becoming open to public access. Plaintiffs informed Defendants that the mailboxes were broken and exposed, but Defendants failed to repair the mailboxes as of August 2023.

58. Since approximately one year ago, a squatter has taken up residence in the hallways and stairwells of The Franklin. The squatter has engaged in drug use and consistently uses furniture to block tenants' access to stairwells. Plaintiffs notified Defendants about the squatter, but Defendants have failed to secure the side doors, front entry gate, and back gate.

**F. Broken Appliances**

59. Defendants have failed to maintain appliances at apartment units at The Franklin in safe and working conditions. Plaintiffs have broken appliances in their apartments and as a result, they lack basic food storage and access to appliances to prepare food.

60. In late 2021, Ms. Nuñez's stove stopped working. She notified Defendants immediately and followed up multiple times, but it took nearly a year for Defendants to replace the oven.

61. In Ms. Rogers' apartment, several appliances have broken down and leaked water onto her already warped floors. In one instance, Ms. Rogers' refrigerator remained broken for three months, and she had to live without a functioning refrigerator despite having provided Defendants notice of the issue.

**G. Structural Problems**

62. The Franklin fails to meet D.C. Housing Code standards for safe living. There are significant structural problems at The Franklin, both in its common areas and in many apartment units, including life-threatening elevator malfunctions, lax security and protection for tenant mail, cracks in the ceilings, damaged floors, peeling paint, and windows and doors that do not adequately shut and/or are not properly sealed.

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

- (a) In 2022, Ms. Núñez' four-year-old son opened the elevator gate to Defendants' elevator, but the elevator had not arrived. Nevertheless, the gate opened and Ms. Núñez had to grab her son to prevent him from falling down the elevator shaft.
- (b) In addition, the building elevator is persistently out of order for days/weeks at a time.

#### **H. Unlawful Unit Entries**

64. The Lease agreement permits Defendants to conduct maintenance inspections or repairs during reasonable hours by appointment. Defendants' maintenance personnel have repeatedly entered Plaintiffs' apartments—without an appointment—during inappropriate times. On one occasion, a maintenance worker entered Ms. Nuñez's apartment unannounced when her daughter was home alone and recovering from a medical procedure.

### **III. Harm to Tenants**

65. Each of the individual Plaintiffs have suffered direct harm to their health, safety, welfare, or property as a result of The Franklin's negligence.

66. Shanta Rodriguez suffers from asthma and the conditions of the building have irritated her asthma significantly. On July 23rd, 2023, Ms. Rodriguez entered the stairwell to walk her dog and lost consciousness after inhaling thick cigarette smoke. A squatter had been smoking cigarettes in the hallway with no ventilation for an unknown period of time. The thick smoke in the stairwell caused Ms. Rodriguez to have an asthma attack and seizure. An ambulance took Ms. Rodriguez to the hospital where she spent a day recovering.

67. Taniya Rogers was forced to move from her unit because of the severity of her roach infestation and the fear that a gas leak would hurt her or her children. In early November 2022, Ms. Rogers concluded that the constant gas leaks in the building posed an imminent risk to her well-being and the well-being of her children. The combination of the pest infestation and fear of a gas leak forced Ms. Rogers and her two children to sleep in their car outside the building for over a month from November to December 2022. Understanding the risk that sleeping in the car posed, Ms. Rogers' grandmother offered to allow Ms. Rogers and her children to live with her in College Park, Maryland; approximately 8 miles away. Ms. Rogers' grandmother lives in a senior living facility and she had to risk violating her lease in order to ensure the health and safety of Ms. Rogers and her children. Finally, seeing that there were no more suitable options available and wanting to keep her children in their normal routine, Ms. Rogers moved back into her unit in January 2023. Before returning, Ms. Rogers paid to have exterminators treat her apartment.

68. Tappi Small was treated for carbon monoxide exposure after management failed to repair her gas line and ignored her pleas for emergency repairs. On October 27, 2022, the DOB issued a Notice of Infraction to Brookland Investments I LLC for several Priority 1 housing code violations, including failure to provide a CO2 detector, failing to replace or repair a stove that Washington Gas determined was leaking gas, and failure to install smoke detectors in the sleeping room. *See Exhibit A.* On November 23, 2022, less than a month after the Notice of Infraction, Ms. Small's carbon monoxide alarm went off. Ms. Small alerted management about the carbon monoxide alarm and management told her that the meter was faulty and that she should reset the alarm and ignore the warning. However, Shanta Rodriguez encouraged Ms. Small to call Washington Gas Company. When Washington Gas Co. arrived, they tagged Ms. Small's stove for producing extremely high levels of carbon monoxide and Ms. Small had to be treated for carbon



monoxide exposure by an ambulance on site. *See Exhibit B.* The rest of the building had to be evacuated because of how much carbon monoxide Ms. Small's apartment was emitting. The responding fire chief told Ms. Small that if Ms. Rodriguez had not encouraged her to call the fire department, she would not be alive the next day.

69. Carolina Nuñez has had to replace furniture destroyed by mice and cannot cook or keep food in her house because of the roach and mice infestations. Ms. Nuñez has had problems with mice in her unit as long as she has lived in the apartment despite telling the owner and maintenance worker multiple times about the mice. Ms. Nuñez most recently complained to management about the pest infestations in late June 2023. Mice have chewed Ms. Nuñez' furniture so badly that she had to purchase a new sofa for \$2,000. The mice also constantly leave droppings on her family's beds, forcing her to do laundry more frequently. The mice also eat any food left in the cabinets by tearing open boxes of dry goods like pancake mix, cereal, oatmeal and rice. Ms. Nuñez has had to throw away food on multiple occasions. Ms. Nuñez has notified Novo about the damage the mice have been causing and they have not fixed the problem.

70. Kiansa Mclean-Spivey has also had to replace property destroyed by mice. Mice have eaten multiple pieces of Ms. Mclean-Spivey's children's clothing and have chewed up important documents in her unit. The mice also leave droppings around the apartment including in the kitchen. Along with the pest infestation, the pipes in her kitchen and bathroom are exposed; leaving her and her family at risk for severe burns. In the winter, the pipes get very hot and Ms. Mclean-Spivey and her family have to avoid them. Last winter, Ms. Mclean-Spivey's daughter touched the pipe and it severely burned her. Ms. Mclean-Spivey has let management know about the danger posed by the exposed pipes but they have not covered the pipes.

71. Management's negligent maintenance of the common areas has also caused great harm to the Tenant Association's membership. The Franklin Arms Tenant Association has repeatedly complained to management about squatters entering the building through unsecured entrances. Each time the Franklin Arms Tenant Association has notified management about break-ins, management has failed to respond by properly securing the building. As a result of management's negligence, tenants live in fear that an intruder will enter the building and cause harm to them at any time. The Franklin Arms Tenant Association has also complained to management, DOB, and Washington Gas about the recurring gas leaks and flooding in the building. Management has failed to make meaningful repairs to either the water or the gas. As a result, all tenants in The Franklin, including the members of Franklin Arms Tenant Association, experience inconsistent water pressure, inconsistent water temperature, poor water quality, frequent water and gas shut-offs, and exposure to mold. Management has also consistently failed to clear the trash in the trash room; attracting rats, mice, and cockroaches to the building. Despite multiple DOB Notices of Infraction, management has not remedied the situation.

72. Although the foregoing allegations are specific to Plaintiffs, many of the dangerous and uninhabitable conditions experienced by Plaintiffs at The Franklin are illustrative of the problems experienced by many other tenants—and with respect to some of the conditions, all tenants—living in The Franklin, hence the need for the Tenant Association to join this lawsuit on behalf of all of its members.

#### **IV. Landlords' Interference in Tenants' Rights to Organize Activities**

73. The Tenants' Right to Organize Law, D.C. Code § 42-3505.06, establishes the broad right of tenants to organize and create tenant associations.

74. 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.

75. Defendants have interfered with Plaintiffs' efforts to organize and advocate for better living conditions and refused to meet with tenant representatives as required by the statute. Further, Defendants have harassed Plaintiffs for their organizing efforts including during the COVID-19 pandemic when health and safety was of the utmost importance.

76. In early September 2022, tenants of The Franklin met and formed the Tenant Association in order to address the ongoing health, safety, and security issues at The Franklin. Plaintiffs Shanta Rodriguez and Taniya Rogers led the organizing efforts.

77. Tenants who sought to join the Tenant Association attended the September 10, 2022 meeting and signed a sign in sheet stating that the tenants were taking collective action to obtain better maintenance and security services. Approximately 30 tenants have joined the Tenant Association.

## **CLAIMS**

### **COUNT I**

#### **BREACH OF IMPLIED WARRANTY OF HABITABILITY**

78. Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 77 above as if set forth in full herein.

79. The individual Plaintiffs and other members of the Tenant Association entered into lease agreements with Defendants and are lawful tenants of The Franklin with rights under the leases governing the units in which they reside and are entitled to occupy.

80. 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 landlord 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.

81. Defendants, individually or collectively, are the landlord for The Franklin and have an affirmative duty to exercise reasonable care to maintain the premises of The Franklin in compliance with the D.C. Housing Code and in conformity with the implied warranty of habitability in the leases between Plaintiffs and Defendants. *See* 14 D.C.M.R. § 301; *Weintraub*, 458 A.2d at 47; *Javins*, 428 F.2d 1071, 1081 (D.C. Cir. 1970).

82. Defendants breached the implied warranty of habitability to the individual Plaintiffs and other members of the Tenant Association by failing to maintain the apartments and common areas of The Franklin in accordance with the D.C. Housing Code. As a result, the individual Plaintiffs and other members of the Tenant Association have 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* ¶¶ 43-71.

83. 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.

84. 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.

85. Defendants, including Brookland by and through its agents, had both actual and constructive notice of these conditions because Plaintiffs routinely provided Defendants with written and verbal communications in which they described such conditions and because of the numerous notices of violations issued by the DCRA and DOB. *See* ¶¶ 24-97.

86. Additional constructive notice of these conditions was given to Defendants because (i) any reasonable property owner or manager would have been aware of the defective conditions of The Franklin 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 Franklin; 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—the proverbial white wash, over and over again.

87. By reason of Defendants’ Unlawful Conduct, the individual Plaintiffs and other members of the Tenant Association 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.

**COUNT II**  
**BREACH OF WARRANTY OF QUIET ENJOYMENT**

88. Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 87 above as if set forth in full herein.

89. The individual Plaintiffs and other members of the Tenant Association entered into lease agreements with Defendants and are lawful tenants of The Franklin with rights under the leases governing the units in which they reside.

90. 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 Mgmt. Co.*, 926 A.2d 713, 716 (D.C. 2007).

91. 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).

92. Plaintiffs repeatedly made Defendants aware of conditions as detailed above, *see* ¶¶ 26-76, all of which are within Defendants' control or responsibility under the lease agreements.

93. Defendants substantially and unreasonably interfered with the right of the individual Plaintiffs and other members of the Tenant Association to quiet enjoyment of their possessory interest in the leased premises. By way of example only, Defendants' unreasonably and repeatedly failed to address reports of pest infestations which foreseeably resulted in Ms. Rogers not safely being able to occupy her unit from November 2022 through January 2023, *see* ¶¶ 66. Ms. Rogers was not able to move back into her unit until she paid for her own exterminator to address the rampant cockroaches.

94. By reason of Defendants' Unlawful Conduct, the individual Plaintiffs and other members of the Tenant Association have suffered substantial injury, for which they are entitled to damages. *See* D.C. Code § 42-3505.51(b)(1).

**COUNT III**  
**VIOLATION OF THE D.C. HOUSING CODE**

95. Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 94 above as if set forth in full herein.

96. 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.

97. The lease agreements between Defendants and the individual Plaintiffs and other members of the Tenant Association 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.”

98. This “Hold Harmless” clause is overly broad, unenforceable, and actionable under the D.C. Housing Code.

99. By reason of Defendants’ unlawful actions, the individual Plaintiffs and other members of the Tenant Association have suffered substantial injury in the form of prolonged exposure to numerous harmful housing conditions for which Defendants are responsible.

**COUNT IV**  
**VIOLATION OF THE AIR QUALITY AMENDMENTS ACT OF 2014**

100. Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 99 above as if set forth in full herein.

101. The Air Quality Act requires a property owner to inspect a dwelling unit or common area for mold within seven days of receiving written or electronic notice of suspected mold. Property owners must have mold remediated by an indoor mold professional. D.C. Code § 8-241.04 (a)-(c).

102. Defendants violated the Air Quality Act by failing to inspect dwelling units and common areas where tenants reported visible mold within seven days and by failing to use an indoor mold professional to remediate the mold within 30 days of its being reported. D.C. Code § 8-241.04 (a)-(c).

**COUNT V**  
**VIOLATION OF D.C. CONSUMER PROTECTION PROCEDURES ACT**

103. Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 102 above as if set forth in full herein.

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

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

106. Defendants' offer and leasing of apartments are consumer goods and services under the Consumer Protection Act. *Id.* § 28-3901(a)(7).

107. Individual Plaintiffs and other members of the Tenant Association are consumers under the Consumer Protection Act because they rented their units in The Franklin for personal, household, or family purposes. *Id.* § 28-3901(a)(2).

108. Plaintiff Tenant Association is a non-profit organization under the Consumer Protection Act because its members have organized to promote the interests of the consumers at The Franklin. *Id.* § 28-3901(a)(15).

109. The Consumer Protection Act 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 Consumer Protection Act also authorizes a non-profit organization, such as the 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).

110. Under the Consumer Protection Act, 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;”
- (d) “fail to state a material fact if such failure tends to mislead.”
- (e) “violate any provision of title 16 of the District of Columbia Municipal Regulations.” *Id.* §§ 28-3904(a), (d)–(f) and (dd).

111. Defendants committed unlawful trade practices under the Consumer Protection Act by expressly and implicitly representing to the individual Plaintiffs and other members of the Tenant Association through the offering and entering into of leases, and consistent with the obligations established by the existing tenancies of the individual Plaintiffs and other members of the Tenant Association, that The Franklin was habitable and would be maintained in compliance with D.C. laws—in particular, the D.C. Housing Code—when, in fact, The Franklin is not habitable and Defendants have failed to maintain The Franklin in a manner that is consistent with the D.C. Housing Code, the Consumer Protection Act, the D.C. Code, and the relevant lease agreements.

112. Defendants committed unlawful trade practices under the Consumer Protection Act by expressly and implicitly representing to the individual Plaintiffs and other members of the Tenant Association 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 individual Plaintiffs or other members of the Tenant Association; 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 individual Plaintiffs or other members of the Tenant Association, when, in fact Defendants have not kept the apartments and common areas of The Franklin 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 the individual Plaintiffs and other members of the Tenant Association.

113. Defendants additionally committed unlawful trade practices under the Consumer Protection Act when they charged rent to the individual Plaintiffs and other members of the Tenant Association while failing to inform them that Defendants would continuously and systematically fail to maintain The Franklin in a habitable condition and in compliance with the lease agreements, the D.C. Housing Code, the D.C. Code, and the Air Quality Act.

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

115. Plaintiffs have suffered substantial injury because of Defendants' violations of the Consumer Protection Act. The individual Plaintiffs and other members of the Tenant Association have paid Defendants, and Defendants continue to charge full rent, while leaving the individual Plaintiffs and other members of the Tenant Association with no feasible option but 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 Franklin and their willingness to maintain it while charging full rent to the individual Plaintiffs and other members of the Tenant Association.

116. Defendants are liable under the Consumer Protection Act 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 or approved by Defendants because they possessed or exercised the authority to control the policies and trade practices of their employees, representatives, or agents. Defendants were responsible for creating and implementing the alleged unfair and deceptive policies and trade practices described in this Complaint, participated in the alleged unfair and deceptive trade practices, directed or supervised 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 the power to stop all of the Unlawful Conduct, but did nothing to stop the Unlawful Conduct. Instead, Defendants endorsed and directed the continuance of the activities.

**COUNT VI**  
**VIOLATION OF D.C. RIGHT TO ORGANIZE ACT OF 2006**

117. Plaintiffs repeat and re-allege every allegation set forth in paragraphs 1 to 116 above as if set forth in full herein.

118. The Tenants' Right to Organize Law", D.C. Code § 42-3505.06, establishes the broad right of tenants to organize and create tenant associations.

119. 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.

120. Defendants have interfered with Plaintiffs' efforts to organize and advocate for better living conditions and refused to meet with tenant representatives as required by the statute. Further, Defendants have harassed Plaintiffs for their organizing efforts including during the COVID-19 pandemic when health and safety was of the utmost importance.

121. Defendants' actions violated Plaintiffs' rights under the Tenants' Right to Organize Law.

### **REQUESTED RELIEF**

122. Plaintiffs respectfully request that this Court enter judgment in Plaintiff's favor, granting the following relief against the Defendants:

- (a) Declare that Defendants' conduct, as alleged above, violated the implied warranty of habitability and implied warranty of quiet enjoyment deemed to be part of the lease agreements with Plaintiffs;
- (b) Declare that Defendants' conduct, as alleged above, violated the D.C. Housing Code, the D.C. Code, the Air Quality Act, and the Consumer Protection Act;
- (c) Declare specifically that the "Hold Harmless" clause in Plaintiffs' lease agreements violates the D.C. Housing Code;
- (d) Declare that Defendants' conduct, as alleged above, violated the Right to Organize Law;
- (e) Enjoin Defendants from continuing to intimidate and harass Plaintiffs and other tenants residing at The Franklin for exercising rights protected by the Right to Organize Law, as set forth in D.C. Code § 42-3505.06(e)(2), and otherwise prevent Plaintiffs and other tenants from exercising those rights;
- (f) Impose civil penalties for each violation of the Right to Organize Law, as set forth in D.C. Code § 42-3505.06(e)(1);

- (g) Award compensatory damages to Plaintiffs for violations of the D.C. Housing Code, the Air Quality Act, the Consumer Protection Act, the Right to Organize Law and implied warranties of habitability and quiet enjoyment, as alleged above;
- (h) Award punitive damages for violations of the Consumer Protection Act and bad-faith breaches of the implied warranties of habitability and quiet enjoyment;
- (i) Award injunctive relief that orders the following: (i) Defendants shall obtain immediately a comprehensive inspection of The Franklin, including all apartment units and common areas, by DOB or some other qualified third-party inspector, but only after reasonable notice (no less than 72 hours) being given to Plaintiffs so that they or their agents may observe the inspection; (ii) Defendants shall remedy any defects found during the inspection, as well as any other violations of the D.C. Code or D.C. Housing Code known to exist at The Franklin; (iii) Defendants shall file with the Court progress reports until all such defects and violations are remedied;
- (j) Award further injunctive relief as appropriate against Defendants prohibiting any and all unlawful trade practices under the Consumer Protection Act, and ordering that as part of the injunctive relief awarded per paragraph (k), above, Defendants remedy at The Franklin any violations of D.C. Code § 28-3909;

- (k) Award compensatory damages, punitive damages, reasonable attorney’s fees, and any other relief this Court deems just and proper pursuant to the D.C. Housing Code, D.C. Code, the Consumer Protection Act, or other applicable law;
- (l) Award all allowable costs; and
- (m) 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: September 14, 2023

Respectfully submitted,

Kelechi Agbakwuru (D.C. Bar No. 1619056) Mirela Missova (D.C. Bar No. 1024571) Washington Lawyers Committee for Civil Rights and Urban Affairs 700 14th Street NW, Suite 400 Washington, D.C. 200005 (202) 319-1000 kelechi_agbakwuru@washlaw.org mirela_missova@washlaw.org	<u>/s/Daniel W. Wolff</u> Daniel W. Wolff (D.C. Bar. No. 486733) Marie Sage Dennis (D.C. Bar No. 474209) Felicia L. Isaac (D.C. Bar No. 1722003) Kyle Lyons-Burke (D.C. Bar No. 1655452) CROWELL & MORING LLP 1001 Pennsylvania Avenue, NW Washington, DC 20004 (202) 624-2500 dwolff@crowell.com mdennis@crowell.com fisaac@crowell.com klyons-burke@crowell.com
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*Counsel for Plaintiffs*



# **Exhibit A**



Notice Number:  
**23NOIE-INS-03087**

Date of Service:  
**10/27/2022**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**NOTICE OF INFRACTION**

BROOKLAND INVESTMENTS I LLC  
519 11TH ST SE  
WASHINGTON, DC 20003-2831

**Notice of Infraction Number: 23NOIE-INS-03087**

**CERTIFICATE OF SERVICE**

I hereby certify that the attached Notice of Infraction **23NOIE-INS-03087** and accompanying exhibits were served ONLY via email should an email and mailing address be listed below or ONLY via first class U.S. Mail Postage Prepaid on the parties below should a mailing address be listed on **October 27, 2022**.

cmahjoubi@novodev.com

BROOKLAND INVESTMENTS I LLC  
519 11TH ST SE  
WASHINGTON, DC 20003-2831

**DOB/OFFICE OF STRATEGIC CODE ENFORCEMENT**



Notice Number:  
**23NOIE-INS-03087**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**NOTICE OF INFRACTION**

Date of Service:  
**10/27/2022**

**1511 FRANKLIN ST NE, Unit:203**

Location of Infraction: Type of Location: \_\_\_ Vacant Lot/Property \_\_\_ Construction Site **X** Occupied

**BROOKLAND INVESTMENTS I LLC**

Respondent Name Charge as Respondent (check) **X** Yes \_\_\_ No

Respondent's Agent Name Charge as Respondent (check) \_\_\_ Yes **X** No

**519 11TH ST SE**

Mailing Address Email Address

**WASHINGTON** **DC** **20003-2831**  
City State Zip Code

You are charged with violating the District of Columbia laws or regulations stated below. You MUST SIGN and RETURN this Notice **WITHIN 15 CALENDAR DAYS (20 CALENDAR DAYS IF RECEIVED BY MAIL)** of the date of service. You must also indicate below each infraction whether you **ADMIT, ADMIT WITH EXPLANATION, or DENY. Instructions are on the reverse side of this Notice.**

**Priority 1 Violations** have been deemed by DOB to be life-safety hazards and must be abated in one (1) day). All violations must be abated, in addition to paying applicable fines. If you abate all Priority 1 Violations in one (1) day you may qualify for deferred enforcement. If you do not abate any violation, you may be required to pay the cost of abatement incurred by the Government of the District of Columbia in addition to any fine or other penalty. For questions, please call DOB Customer Service at (202) 671-3500 or email [dob@dc.gov](mailto:dob@dc.gov).

Item#:	D.C. Official Code AND/OR D.C. Municipal Regulation Citation	Priority	Abate in	Fine for Infraction	Penalty
1	12-G DCMR § 310.2	1	1 Day	\$2,214.00	

**Violation:** Failure to install an approved carbon monoxide alarm in the immediate vicinity of the bedrooms in dwelling units located in a building containing a fuel-burning appliance or a building which has an attached garage

**Location:** Living room **Floor Number:** Interior

**Notes:** Failure to provide a CO2 detector.

**Date of Infraction:** 10/26/2022 **Time of Infraction:** 09:53 PM

**Answer:**  ADMIT (Pay Fine)  DENY (Appear for Hearing)  ADMIT WITH EXPLANATION (See Back)

**Signature:** \_\_\_\_\_

Item#:	D.C. Official Code AND/OR D.C. Municipal Regulation Citation	Priority	Abate in	Fine for Infraction	Penalty
2	IPMC § 603.1	1	1 Day	\$1,107.00	

**Violation:** Failure to properly install and maintain mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances, and water heating appliances in a safe working condition capable of performing the intended function

**Location:** Cooking room **Floor Number:** Interior

**Notes:** Tenant unable to use cooking appliance due to Washington Gas determining there is a gas leak .

**Date of Infraction:** 10/26/2022 **Time of Infraction:** 09:53 PM

**Answer:**  ADMIT (Pay Fine)  DENY (Appear for Hearing)  ADMIT WITH EXPLANATION (See Back)

**Signature:** \_\_\_\_\_



Notice Number:  
**23NOIE-INS-03087**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

Date of Service:

**NOTICE OF INFRACTION**

**10/27/2022**

Item#:	D.C. Official Code AND/OR D.C. Municipal Regulation Citation	Priority	Abate in	Fine for Infraction	Penalty
3	12-G DCMR § 704.2	1	1 Day	\$2,214.00	

**Violation:** Failure to install or maintain single- or multiple-station smoke alarms in Group I-1 and R occupancies, and dwellings not regulated as Group R occupancies, regardless of occupant load in each room used for sleeping purposes

**Location:** Sleeping Room **Floor Number:** Interior

**Notes:** Failure to install a smoke detector in the sleeping room.

**Date of Infraction:** 10/26/2022

**Time of Infraction:** 09:53 PM

**Answer:**  ADMIT (Pay Fine)

DENY (Appear for Hearing)

ADMIT WITH EXPLANATION (See Back)

**Signature:** \_\_\_\_\_

**Total Fines and Penalties:** \$5,535.00

**If you fail to answer each charge on this Notice within the required timeframe, you may be subject to a penalty equal to twice the amount of the fine, in addition to the fine set forth in this Notice.**

I personally declare under penalty of perjury that I observed and/or determined that the infraction(s) charged have been committed.

I further certify under penalty of perjury that:

I am unable to determine whether the respondent is in the military service of the United States.

<u>SONIA ADAMS</u>	<u>SONIA ADAMS</u>	<u>10/26/2022</u>	<u>2009</u>
DOB Employee Signature	Print Name	Date	Badge/Identification Number



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**NOTICE OF INFRACTION**  
**RESPONSE AND RESOLUTION**

**ALTERNATIVE RESOLUTION TEAM:** If you wish to settle and possibly dismiss this matter before adjudication at the Office of Administrative Hearings (OAH), please contact the Department of Buildings (DOB) Alternative Resolution Team (ART) team at [dcra.art@dc.gov](mailto:dcra.art@dc.gov) immediately after receiving this Notice of Infraction (NOI). Appearing for a hearing may lead to the imposition of the full fine set forth in the NOI, plus any penalties incurred. You must submit evidence that demonstrates the complete abatement of all violations along with details regarding the status of the property in the correspondence with the ART team. Please sign this Notice and include with any communication.

If you wish to resolve the case you must provide proof that each violation on this Notice has been abated. Please submit proof of abatement to include, for example photos and/or receipts for repairs to <https://dcra.kustomer.help/contact/abatement-tracking-BJbZLthgw>.

**HOW TO ANSWER:** You must answer this Notice within 30 calendar days of the date of service listed on the top of this Notice. If you do not answer within the required timeframe, the Office of Administrative Hearings (OAH) will issue a default order and assess both the fine set forth in this Notice and an additional civil penalty equal to the amount of that fine.

Please note that a response to the Office of Administrative Hearings is required. In your answer to each charge, you should either ADMIT, or ADMIT WITH EXPLANATION, or DENY.

**1. Admit the Infraction.** You may admit the infraction and waive your right to a hearing by paying the fine.

- A. **ONLINE** by credit card at <https://govservices.dcra.dc.gov/paymentportal>.
- B. You may pay in-person at the *District of Columbia Office of the Chief Financial Officer's cashier's office at 1101 4th Street, S.W. STE. W1665, Washington, DC 20024 between the hours of 8:15-4:30. The walk-in cashier's office requires payment be accompanied with a payment voucher that the customer must secure from DOB's Office of Strategic Code Enforcement/Civil Infractions* by email at [DCRA.Civilinfractions@dc.gov](mailto:DCRA.Civilinfractions@dc.gov).
- C. You may pay via mail to to *Office of Strategic Code Enforcement/Civil Infractions 1100 4th Street, S.W. Suite E510, Washington, DC 20024.*

**Note: Payment of the fine does not relieve you of the obligation to abate the violation(s) or infraction(s) cited in this Notice.**

**2. Admit the Infraction with Explanation.** If you wish to **admit the the violation(s) or infraction(s) but want to submit an explanation** for the Administrative law judge to consider in deciding whether the fine should be reduced or suspended, please sign this Notice, check the **ADMIT WITH EXPLANATION** box, and include with any communication. **Do not send payment.** Mail or bring this Notice along with your written explanation and any supporting documents, photographs or other materials to *the Office of Administrative Hearings, One Judiciary Square, 441 4th Street, N.W., Suite 450 N, Washington, D.C. 20001-2714;* telephone: (202) 442-9094; **or send electronically to [OAH.Filing@dc.gov](mailto:OAH.Filing@dc.gov).** You will receive a notice from the Office of Administrative Hearings with information about your next steps.

**3. To Deny the Infraction.** If you wish to deny commission of the violation(s) or infraction(s), **you are requesting a hearing on the charges in this Notice.** Please sign this Notice, check the **DENY** box and include with any communication. **Do not send payment.** Mail or bring this Notice to *the Office of Administrative Hearings, One Judiciary Square, 441 4th Street, N.W., Suite 450 N, Washington, D.C. 20001-2714;* telephone: 202-442-9094; **or send electronically to [OAH.Filing@dc.gov](mailto:OAH.Filing@dc.gov).** A hearing on this Notice will be scheduled at which you must appear. You will receive a notice from the Office of Administrative Hearings with information about your hearing date.

Questions can be directed to DOB Customer Service at (202) 671-3500 or [dob@dc.gov](mailto:dob@dc.gov).

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Date:** \_\_\_\_\_

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
**NOTICE OF INFRACTION**

Wed, 26 Oct 2022 - 09:29 PM

Violation Location: Sleeping Room

Floor Number: Interior

23ENF-HOUS-00594

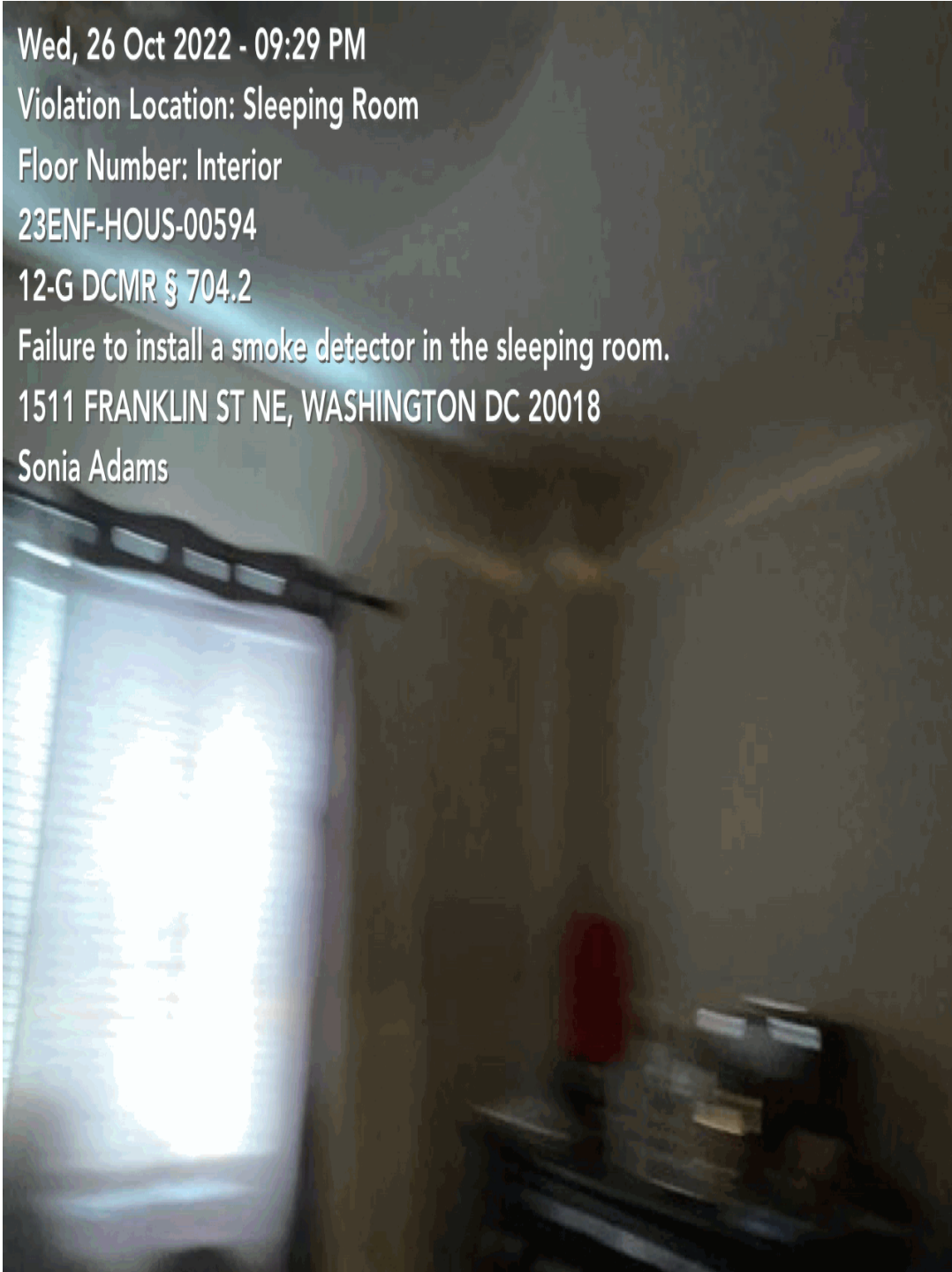
12-G DCMR § 704.2

Failure to install a smoke detector in the sleeping room.

1511 FRANKLIN ST NE, WASHINGTON DC 20018

Sonia Adams

Exhibit 1





**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**NOTICE OF INFRACTION**

Wed, 26 Oct 2022 - 09:39 PM

Violation Location: Cooking room

Floor Number: Interior

23ENF-HOUS-00594

IPMC § 603.1

Tenant unable to use cooking appliance due to Washington Gas determining there is a gas leak.

1511 FRANKLIN ST NE, WASHINGTON DC 20018

Sonia Adams

**Exhibit 2**



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**NOTICE OF INFRACTION**

Wed, 26 Oct 2022 - 09:31 PM

Violation Location: Living room

Floor Number: Interior

23ENF-HOUS-00594

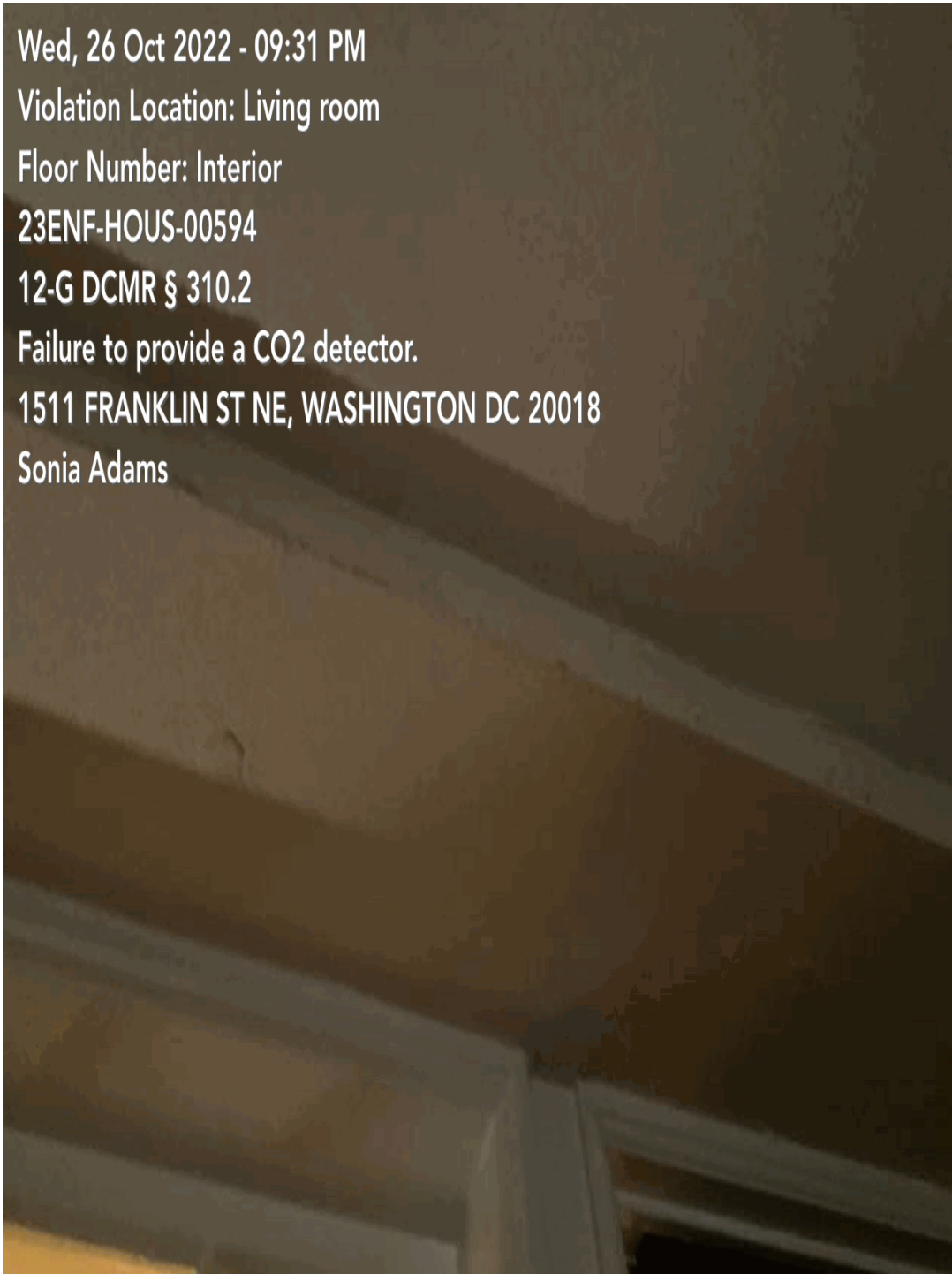
12-G DCMR § 310.2

Failure to provide a CO2 detector.

1511 FRANKLIN ST NE, WASHINGTON DC 20018

Sonia Adams

**Exhibit 3**





**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**NOTICE OF INFRACTION**

Wed, 26 Oct 2022 - 09:29 PM

Violation Location: Sleeping Room

Floor Number: Interior

23ENF-HOUS-00594

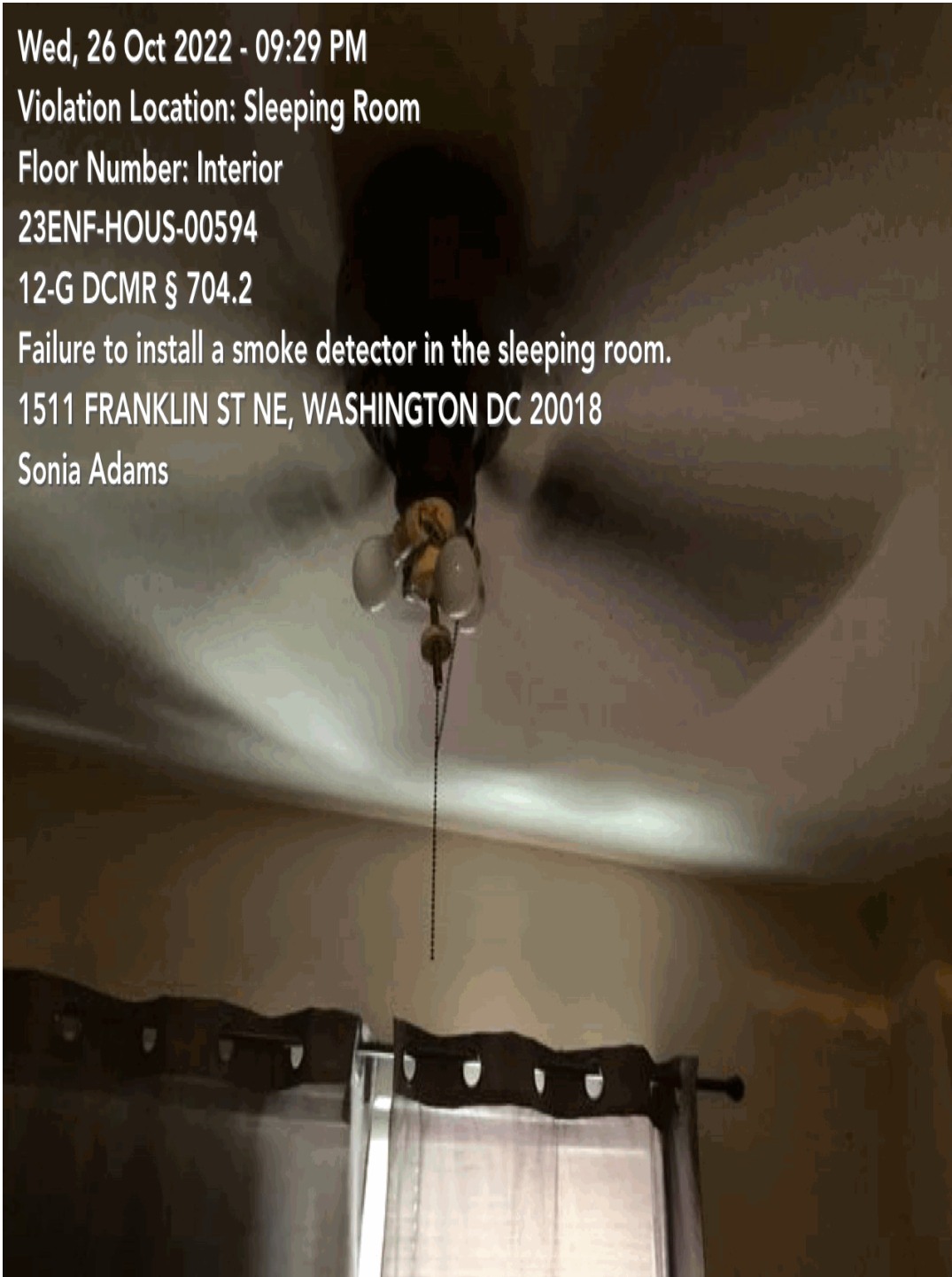
12-G DCMR § 704.2

Failure to install a smoke detector in the sleeping room.

1511 FRANKLIN ST NE, WASHINGTON DC 20018

Sonia Adams

Exhibit 4



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**NOTICE OF INFRACTION**

Wed, 26 Oct 2022 - 09:29 PM

Violation Location: Sleeping Room

Floor Number: Interior

23ENF-HOUS-00594

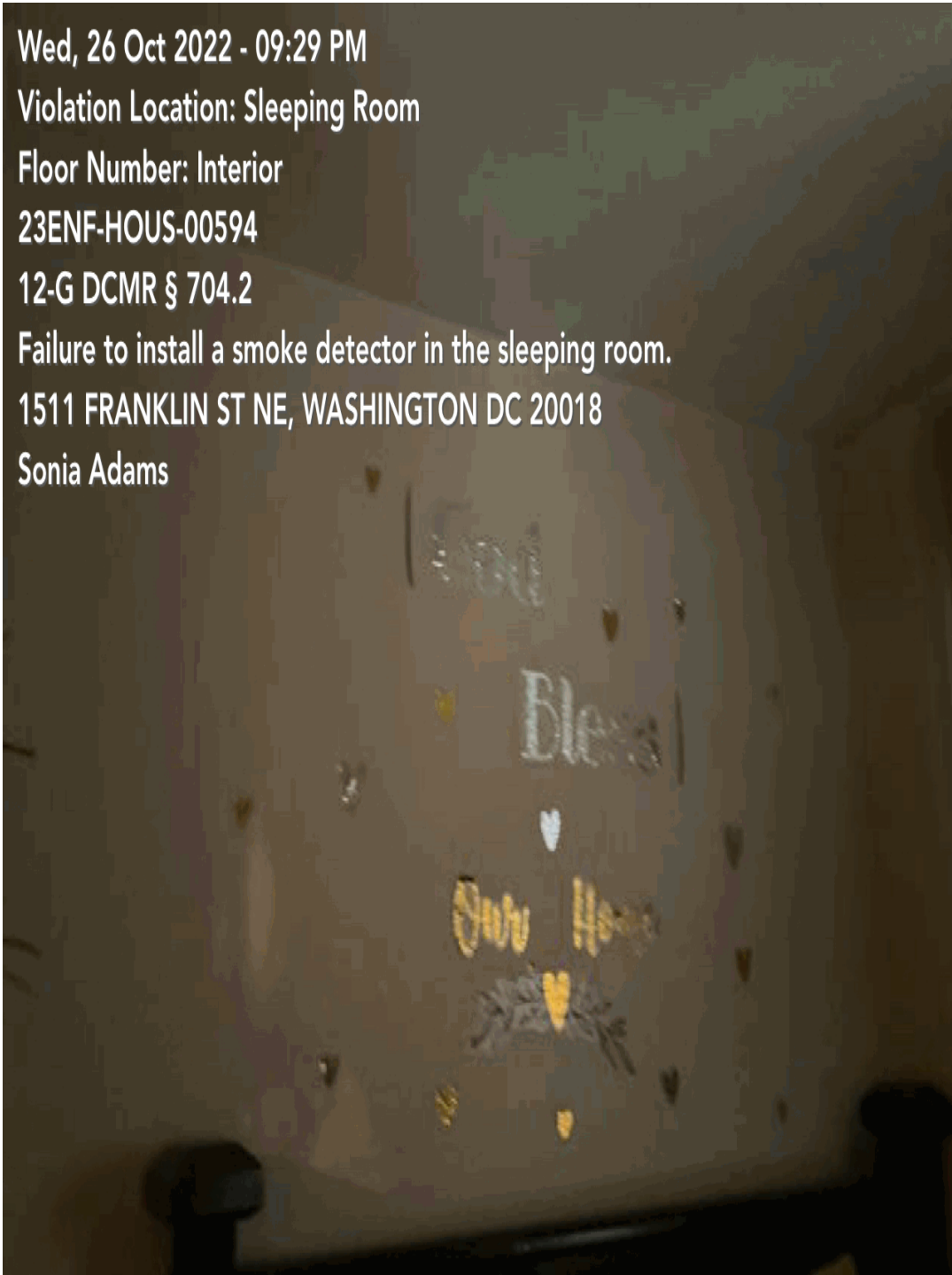
12-G DCMR § 704.2

Failure to install a smoke detector in the sleeping room.

1511 FRANKLIN ST NE, WASHINGTON DC 20018

Sonia Adams

Exhibit 5



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**NOTICE OF INFRACTION**

Wed, 26 Oct 2022 - 09:29 PM

Violation Location: Sleeping Room

Floor Number: Interior

23ENF-HOUS-00594

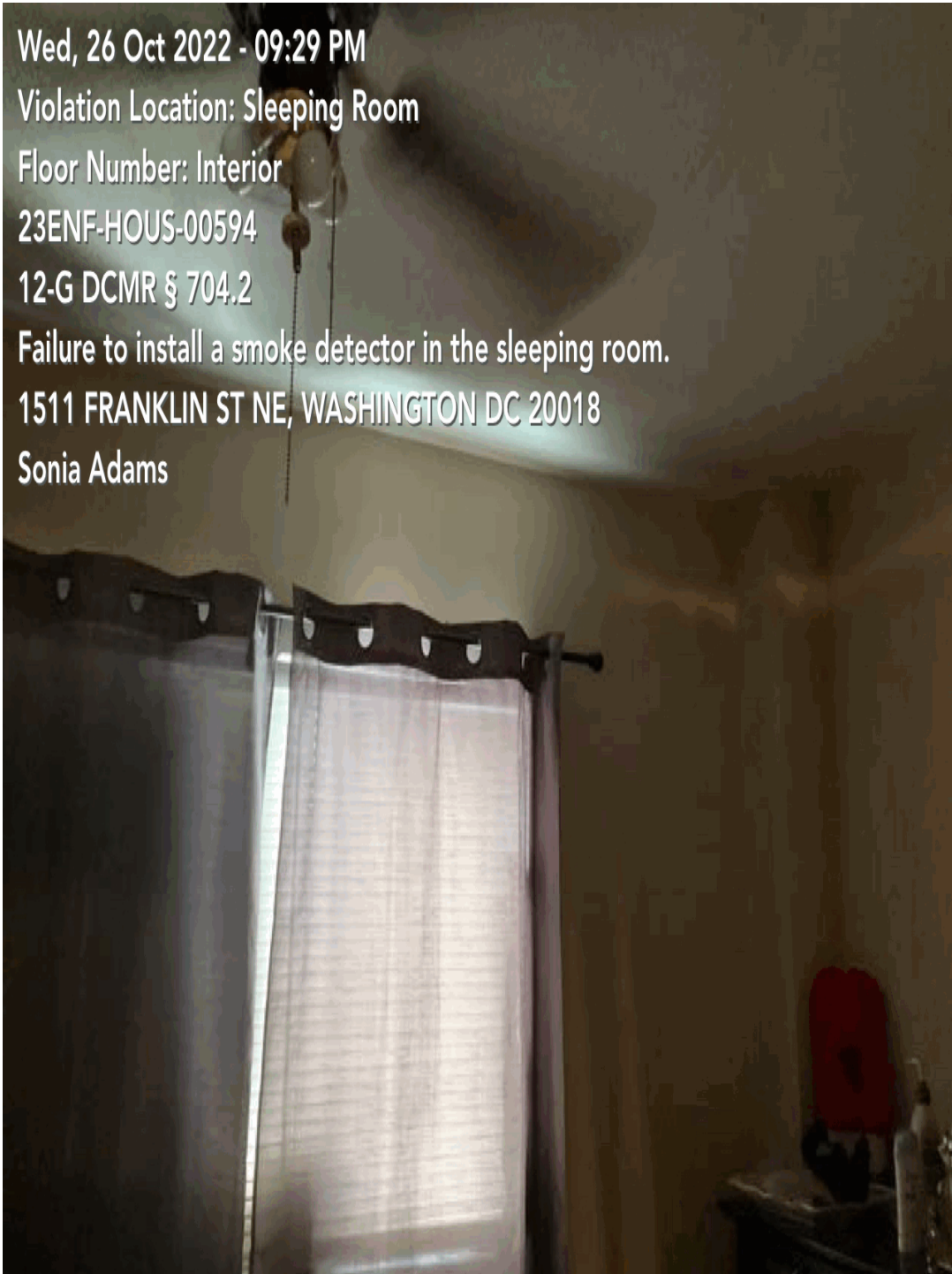
12-G DCMR § 704.2

Failure to install a smoke detector in the sleeping room.

1511 FRANKLIN ST NE, WASHINGTON DC 20018

Sonia Adams

Exhibit 6





GOVERNMENT OF THE DISTRICT OF COLUMBIA  
**NOTICE OF INFRACTION**

Exhibit 7

Wed, 26 Oct 2022 - 09:39 PM

Violation Location: Cooking room

Floor Number: Interior

23ENF-HOUS-00594

IPMC § 603.1

Tenant unable to use cooking appliance due to Washington Gas determining there is a gas leak.

1511 FRANKLIN ST NE, WASHINGTON DC 20018

Sonia Adams



# **Exhibit B**



# DANGER

## NOTICE OF HAZARDOUS CONDITION

Address 1511 FRANKLIN ST NE

City WASHINGTON, DC Apt # \_\_\_\_\_

GAS TURNED OFF AT STOVE - HOUSELINE SHUT-OFF VALVE

- |  |  |
|--|--|
| <input type="checkbox"/> No water in system      | <input type="checkbox"/> No electric                               |
| <input type="checkbox"/> Unvented                | <input type="checkbox"/> Gas leak in houseline                     |
| <input type="checkbox"/> Obstructed flue/vent    | <input type="checkbox"/> Leak - appl. connector                    |
| <input type="checkbox"/> Down draft              | <input type="checkbox"/> Gas leak at appliance                     |
| <input type="checkbox"/> Flue pipe deteriorated  | <input type="checkbox"/> No safety pilot/control                   |
| <input type="checkbox"/> No draft diverter       | <input type="checkbox"/> Defective safety pilot                    |
| <input type="checkbox"/> Improper draft diverter | <input type="checkbox"/> Possible cracked/defective heat exchanger |
| <input type="checkbox"/> Lack of combustion air  | <input type="checkbox"/> Plugged heat exchanger                    |
| <input type="checkbox"/> No relief valve         | <input type="checkbox"/> Inoperative appliance                     |
| <input type="checkbox"/> Passing auto. valve     |  |

Other OVEN IS PRODUCING HIGH LEVEL OF CARBON MONOXIDE OVER 300 PPM C/O

I have been notified of the conditions indicated and understand that the affected appliance(s) must not be used under any circumstances until corrections are made by a licensed plumber or other qualified person.

Signature X Deppi Small

Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_

No Signature Reason: \_\_\_\_\_

Customer's copy left at: IN HAND

Owner  Tenant  Other

Service Technician O.B. Iosso Date 11-23-2022

Jurisdiction \_\_\_\_\_  
Work Center: 5450



**Washington Gas**  
A WGL Company

(703) 750-1000