

CEASIA BENSON
165 W Hamburg Street
Baltimore, MD 21230

DANIELLE BOWMAN
911 Leadenhall Street, Apt. G2
Baltimore, MD 21230

CHANELLE GREEN
184 W Hamburg Street
Baltimore, MD 21230

DONNA JOHNSON
176 W Hamburg Street
Baltimore, MD 21230

VIVIAN JOHNSON
901 Leadenhall Street
Baltimore, MD 21230

CRAIG JONES
178 W Hamburg Street
Baltimore, MD 21230

SHARNAE JONES
134 W Hamburg Street
Baltimore, MD 21230

TYUANA JONES
123 ½ W Henrietta Street
Baltimore, Md 21230

CRYSTAL RINGGOLD
135 W Henrietta Street
Baltimore, MD 21230

EVAN SELLMAN
930 Leadenhall Street
Baltimore, MD 21230

PATRICIA SKEETER
911 Leadenhall Street, Apt. 309
Baltimore, MD 21230

IN THE

DISTRICT COURT

OF MARYLAND

FOR BALTIMORE CITY

Case No.:

LITA MERRILL-STEVENSON
912 Peach Street
Baltimore, MD 21230

BRISHAMIE SWEETWINE
910 Peach Street
Baltimore, MD 21230

GERTRUDE VAUGHN
182 W Hamburg Street
Baltimore, MD 21230

INDIA VAUGHN
182 W Hamburg Street
Baltimore, MD 21230

PAULA WHITE
854 Bevan Street
Baltimore, MD 21230

JADE WISE
188 W Hamburg Street
Baltimore, MD 21230

Plaintiffs,

v.

HVPG SHARP-LEADENHALL
APARTMENTS, L.P.
2405 York Road Suite 201
Lutherville-Timonium, MD 21093

Serve on:
The Corporation Trust Incorporated
2405 York Road Suite 201
Lutherville-Timonium, MD 21093

and

FPI MANAGEMENT, INC.
800 Iron Point Road
Folsom, California 95630

Serve on:
The Corporation Trust Incorporated

2405 York Road Suite 201
Lutherville-Timonium, MD 21093

Defendants.

COMPLAINT FOR RENT ESCROW

(With Request for Attorneys' Fees)

Plaintiffs Ceasia Benson et al., by their attorneys Annie Toborg, Caroline Tripp, and Maryland Legal Aid, file this Complaint for Rent Escrow, pursuant to Rule 3-212 and Md. Code Ann., Real Prop. art. ("RP") § 8-211(h)(2) ("Tenant Safety Act of 2024"), against Defendants HVPG Sharp-Leadenhall Apartments, L.P. and FPI Management, Inc., and state:

I. INTRODUCTION

1. Plaintiffs bring this petition for rent escrow relief under the Tenant Safety Act provisions of Maryland's rent escrow statute and local law, seeking systemic redress of both dangerous conditions in their apartment building and material lease violations by their landlord. Plaintiffs are residential tenants at Sharp Leadenhall Apartments, a 192-unit, multi-building complex comprised of approximately 66 apartments and 126 townhomes (hereinafter the "Property"). The Property lies on four "Block Lots" as follows:

- 1020 Leadenhall, Block 0946 Lot 001, is comprised of 29 units.
- 150 W. Hamburg, Block 0916 Lot 032, is comprised of 126 units including the apartment building located at 911 Leadenhall Street.
- 115 W. Henrietta Block, 0916 Lot 070A, is comprised of 14 units.
- 199 W. Henrietta, Block 0916 Lot 049, is comprised of 23 units.

At the time of this filing, Defendants lack valid rental licenses for these four parts of the Property.

2. The Property is subsidized through state and federal financing and subsidies from the U.S. Department of Housing and Urban Development (“HUD”). Through these public funding mechanisms, the owner, its agents, and the property itself are subject to Low-Income Housing Tax Credit covenants and HUD regulations for Section 236 and Project-Based Section 8 subsidy programs. Those covenants and regulations require Defendants not only to maintain safe, secure housing for the Plaintiffs, but also fulfill promised services and amenities.

3. At all relevant times, Defendants failed to provide Plaintiffs safe, habitable, and sanitary homes and further failed to provide promised services. Defendants neglected to provide adequate oversight and resources to management and maintenance staff. They also imperiled the Plaintiffs by failing to provide adequate security in and around the premises.

4. Defendants knew about the Property’s unsafe conditions and their own violations of Plaintiffs’ leases but failed to correct them within a reasonable time. Accordingly, Plaintiffs are entitled to relief under both Maryland’s and Baltimore City’s rent escrow laws.

II. PARTIES

5. Plaintiffs are current residential tenants at the Property, each under their own lease agreement with Defendants.

- a. Ceasia Benson resides in the townhome located at 165 W. Hamburg Street.
- b. Danielle Bowman resides in the apartment located at 911 Leadenhall Street Apartment G-2.
- c. Chanelle Green resides in the townhome located at 184 W. Hamburg Street.
- d. Donna Johnson resides in the townhome located at 176 W. Hamburg Street.
- e. Vivian Johnson resides in the townhome located at 901 Leadenhall Street.
- f. Craig Jones resides in the townhome located at 178 W. Hamburg Street.

- g. Sharnae Jones resides in the townhome located at 134 W. Hamburg Street.
 - h. Tyuana Jones resides in the townhome located at 123 ½ W. Henrietta Street.
 - i. Lita Merrill-Stevenson resides in the townhome located at 912 Peach Street.
 - j. Crystal Ringgold resides in the townhome located at 135 W. Henrietta Street.
 - k. Evan Sellman resides in the townhome located at 930 Leadenhall Street.
 - l. Patricia Skeeter resides in the apartment located at 911 Leadenhall Street Apartment 309.
 - m. Brishamie Sweetwine resides in the townhome located at 910 Peach Street.
 - n. Gertrude and India Vaughn reside in the townhome located at 182 W Hamburg Street.
 - o. Paula White resides in the townhome located at 1000 Leadenhall Street.
 - p. Jade Wise resides in the townhome located at 188 W Hamburg Street.
6. Defendant HVPG Sharp-Leadenhall Apartments, L.P. is a domestic limited partnership that owns the Property.
7. Defendant FPI Management, Inc. is a foreign limited corporation that manages the Property.

III. JOINDER OF PLAINTIFFS UNDER TENANT SAFETY ACT

8. Plaintiffs bring this action jointly under the Tenant Safety Act (Md. Laws 2024, Ch. 125), which provides that “[m]ultiple tenants may join as plaintiffs in an action under [the rent escrow law] in accordance with the Maryland Rules on Joinder.” RP § 8-211(h)(2).

9. Under Maryland’s rule for permissive joinder, parties may join as plaintiffs in an action if they seek relief due to facts “arising out of the same transaction, occurrence, or series of

transactions or occurrences,” and if any common question of law or fact will arise for all plaintiffs. Md. Rule 3-212(a).

10. Joinder in this matter is proper because Plaintiffs allege either identical or similar conditions in their respective units, resulting from Defendants’ failure to repair these conditions, and because Plaintiffs now seek the same relief. Accordingly, this action requires adjudication of facts arising out of the same series of transactions or occurrences and common questions of laws and facts will arise for all Plaintiffs.

11. Joinder in this matter will not prejudice either party; rather, it will reduce the burden for both sides that would result from litigation of seventeen separate actions. Joinder will additionally further judicial economy.

IV. JURISIDCTION AND VENUE

12. The District Court has exclusive original jurisdiction over this subject matter under Md. Code Ann., Cts. & Jud. Proc. art. §4-401(7)(i).

13. Venue is proper in that Defendants operate rental housing and transact business within Baltimore City and all Plaintiffs reside in Baltimore City.

V. STATEMENT OF FACTS

A. Systemic Threats to Health and Safety

14. Numerous conditions exist across Plaintiffs’ units and common areas on the Property, posing substantial threats to the Plaintiffs’ health and safety that require systemic intervention.

- a. The Property has a severe and pervasive rodent infestation. Ceasia Benson, Danielle Bowman, Vivian Johnson, Tyuana Jones, Crystal Ringgold, Lita Merrill-Stevenson,

Gertrude and India Vaughn, and Paula White all have rodent infestations, rodent holes within their homes, and/or rodent burrows outside of their homes.

- b. Many Plaintiffs experience infestations of various insects, including roaches and waterbugs. Ceasia Benson, Danielle Bowman, Vivian Johnson, Craig Jones, Sharnae Jones, Crystal Ringgold, Patricia Skeeter, Lita Merrill-Stevenson, Gertrude and India Vaughn, and Paula White all live in insect-infested homes.
- c. Routine blockage of the trash chute in the 911 Leadenhall building and inconsistent or ineffective trash removal throughout the rest of the Property exacerbate the rodent and insect infestations and foster unsanitary conditions.
- d. Many units have damaged windows, window frames, and window screens, which contribute to leaks, insect infestations, and/or rodent infestations. Donna Johnson, Vivian Johnson, Craig Jones, Sharnae Jones, Tyuana Jones, Crystal Ringgold, Evan Sellman, Patricia Skeeter, Lita Merrill-Stevenson, Brishamie Sweetwine, Gertrude and India Vaughn, and Jade Wise all have damaged windows, window frames, and/or window screens in their homes.
- e. Multiple units are water damaged, experience frequent water intrusion (“flooding”), and/or have leaks stemming from structural defects. There are leaks in the homes of Ceasia Benson, Danielle Bowman, Donna Johnson, Vivian Johnson, Craig Jones, Sharnae Jones, Tyuana Jones, Evan Sellman, Patricia Skeeter, Lita Merrill-Stevenson, Gertrude and India Vaughn, Paula White, and Jade Wise.
- f. Under persistent damp conditions, many units pose mold hazards. Mold conditions presently exist throughout the homes of Chanelle Green, Ceasia Jones, Sharnae Jones,

Tyuana Jones, Patricia Skeeter, Gertrude and India Vaughn, Paula White, and Jade Wise.

- g. Many units pose fire hazards from faulting electrical outlets. Ceasia Benson, Danielle Bowman, Chanelle Green, Donna Johnson, Vivian Johnson, Sharnae Jones, Tyuana Jones, Evan Sellman, Patricia Skeeter, Lita Merrill-Stevenson, Brishamie Sweetwine, and Paula White all have faulty electrical outlets in their homes.
- h. Failure to provide safety measures, including continuous fencing, sufficient security cameras, and patrolling, pose serious threats to the Plaintiff's personal safety and interfere with their use of the premises.

15. Defendants had notice of these systemic defects both from individual Plaintiffs and through the Historic Sharp Leadenhall Tenant Council, which sent the Defendants letters in February 2025 describing concerns at the Property. One letter addressed maintenance concerns including rodent infestation, insect infestation, leaks, mold, trash accumulation, lack of maintenance, and lack of extermination. A second letter described security concerns including inoperable security cameras, drug use in the halls of the 911 Leadenhall building, use of empty apartments by non-residents, residents' inability to access the main building and laundry room, maintenance entering homes without first providing notice, and lack of security personnel.

Trash Removal

16. Sharp Leadenhall tenants living in townhomes dispose of their trash in large outside dumpsters. The 911 Leadenhall building has a room on each floor with access to a trash chute.

17. Both the dumpster and the trash chute are emptied irregularly, allowing the accumulation of trash. In February 2025, the Historic Sharp Leadenhall Tenant Council sent a

letter to the Defendants informing them of the trash buildup and its contribution to Sharp Leadenhall's rodent infestation.

18. During a meeting between the Tenant Council and representatives of Defendant FPI Management on April 10, 2025, those representatives acknowledged trash accumulation was a problem and that the solution would require Defendants' coordination with their existing trash removal vendor, or a new one, to increase the frequency of trash removal.

19. Although trash removal increased in frequency thereafter, it is still not regular enough to prevent trash accumulation around the Property.

Extermination

20. The Property is infested with rodents; they feed from dumpsters, burrow in lawns, chew holes through walls and electrical wires, and decompose in the parking lot. Defendants have not adequately addressed the problem through extermination or structural repairs.

21. In February 2025, the Historic Sharp Leadenhall Tenant Council sent a letter to the Defendants notifying them of the rodent infestation and its roots in trash accumulation, lack of maintenance, and lack of extermination.

22. At the meeting on April 10, the maintenance supervisor acknowledged that he was frequently informed about rodents and that the infestation was "a headache." Representatives for FPI Management assured tenants that they were taking steps to address the problem, but four months later rodents still infest the homes of Ceasia Benson, Danielle Bowman, Vivian Johnson, Tyuana Jones, Crystal Ringgold, Lita Merrill-Stevenson, India and Gertrude Vaughn, and Paula White.

Lack of Security

23. Defendants were put on notice of Plaintiffs' safety concerns when the representatives for the Historic Sharp Leadenhall Tenant Council sent them a demand letter in February 2025.

24. The letter raised concerns about drug use in the 911 Leadenhall building, use of empty apartments by non-residents, maintenance workers entering tenants' homes without notice, inoperable security cameras, and lack of security personnel on the Property.

25. On April 10, 2025, Sharp Leadenhall residents including Plaintiffs Donna Johnson and Paula White met with employees of Defendant FPI Management to speak about the security concerns mentioned in their letter. Defendants promised to make changes and address several security issues. They promised that maintenance would provide written notice before entering homes and that they would either work with the Baltimore Police Department to increase police presence on the Property or consider contracting with private security personnel for the property. Since then, neither concern has been adequately addressed.

26. Plaintiffs continue to feel unsafe in the complex and experience a lack of safety while living in their homes. Several Plaintiffs report not feeling safe leaving their homes at night.

27. On August 6, 2025, a maintenance worker entered Plaintiff India Vaughn's home without prior notice while her twelve-year-old daughter was home alone sleeping. Ms. Vaughn had previously told employees from management that she had a young child and that they must provide her with notice before entering her home.

28. On March 8, 2021, a bullet was shot through the wall into Plaintiff Crystal Ringgold's home while she was home with her five children. Ms. Ringgold immediately informed the former management company, but they did not, to her knowledge, address it in any way. She patched the hole herself. While this incident happened before Defendants took over as

owner and manager, it is relevant because several current employees of Defendant FPI Management were employed by the former management company at that time and they are aware of the need for increased security at the Property.

29. In recent years, the media has reported numerous violent crimes on or near the Property. Southbmore.com reported that there was a carjacking at 100 Hamburg Street in November 2024. In May 2024, a man was shot and killed in the 1000 block of Leadenhall, according to WBAL. In June 2022, CBS News reported on a deadly shooting that occurred in Sharp Leadenhall's neighborhood. In October 2020, SouthBMore.com also reported on a deadly brick-throwing attack that also occurred near the Property.

B. Defendants' Systemic Violations of Leases

30. Defendants have also materially violated their contractual and regulatory obligations to provide services and amenities. Defendants' violations negatively impact the quality of life for the Plaintiffs and for the Property across the board.

Laundry Services

31. The laundry facilities are available only Monday through Friday between 8:30 AM and 4:30 PM and are locked outside of those hours. Many tenants who work within that time have no access to on-site laundry services.

32. In February 2025, the Historic Sharp Leadenhall Tenant Council notified management via letter that residents did not have adequate access to the laundry facilities, as is promised in their leases and in online advertisements.

33. On April 10, 2025, residents, including Plaintiffs Donna Johnson and Paula White, met with representatives of FPI Management and again raised the issue. FPI Management

representatives “committed” to brainstorming solutions to this issue including by expanding access hours to evenings and weekends. Since then, there have been no changes.

Community Room

34. There is a community room on the Property that is meant for tenant use. For over a year, the community room has been mostly unavailable to the tenants.

35. On April 10, 2025, when Defendant FPI Management made the community room available for a meeting with residents, the room was in very poor condition. There is a large hole in the wall that used to contain an air conditioning unit. It leaves the room open to the elements. Consequently, the room was filthy, filled with leaves, and well below a tolerable temperature for indoor activities.

36. Tenants cleaned the room as best they could so that the meeting could proceed.

37. Tenants requested regular access to the community room, as is promised in their leases and in online advertisements, and were told that the space would not be made available to residents on a daily basis, but that the Tenant Council could have periodic access for events and meetings.

38. The Historic Sharp Leadenhall Tenant Council hosted their next monthly meeting, which occurred on April 16, in the community room. They arrived to find it in worse condition than it had been the week previous, and after the meeting had to be delayed so that tenants could clean and make the space usable, they decided to go back to hosting meetings at local churches.

39. At the present time, the community room is filled with bulk trash, and most of the furniture is covered with plastic sheets.

Grounds Maintenance

40. Defendants allow grass and shrubbery on the Property to grow tall and harbor pests.

41. The former landscaping vendor, Greenlink, Inc., filed case number D-01-CV-25-022519 on June 10, 2025, alleging that Defendant FPI Management did not pay them \$6,430 for landscaping services. That lawsuit has since been dismissed.

C. Threats to Health and Safety with Respect to Individual Plaintiffs

Ceasia Benson

42. Ceasia Benson resides in the townhome located at 165 W. Hamburg Street.

43. This home is located in Block 0946 Lot 001 of the Property, which does not have a valid rental license.

44. Ms. Benson's monthly rent obligation is \$166.00, she last paid rent in July 2025.

45. Ms. Benson's home has the following conditions: a rodent infestation in her home, which she notified Defendant FPI Management, Inc. of on July 2025; rodent burrows outside of her home (notice to Defendant in July 2025); roach infestation; holes in her bedroom wall (notice to Defendant in June 2025); a leak under the kitchen sink (notice to Defendant in 2023); exposed wiring in her bedroom (notice to Defendant in June 2025); a non-working stove top (notice to Defendant in the summer of 2024); an electrical outlet that is non-working and poses a fire hazard (notice to Defendant in July 2025); exposed nails in her walls; a missing bedroom door (notice to Defendant in 2023).

Danielle Bowman

46. Danielle Bowman resides in the unit located at 911 Leadenhall Street Apartment G-2.

47. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

48. Ms. Bowman's monthly rental obligation is \$800, she last paid rent in June 2025.

49. Ms. Bowman's home has the following conditions: rodent infestation in her home, which she notified Defendants of on August 4, 2025; rodent burrows outside her home (notice to Defendant on August 4, 2025); roach infestation (notice to Defendant in December 2021); nonworking air conditioning, and an air conditioner that leaks and is open directly to the outdoors (notice to Defendant in June 2025); unsecured baseboards; an improperly installed doorknob (notice to Defendant in August 2024); non-working electrical sockets (notice to Defendant in December 2021); a bath tub which does not properly drain because the tub is not level (notice to Defendant in December 2021).

Chanelle Green

50. Chanelle Green resides in the townhome located at 184 W. Hamburg Street.

51. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

52. Ms. Green's monthly rent obligation is \$1025, she last paid rent in July 2025.

53. Ms. Green's home has the following conditions: ant infestation; mold, which she notified Defendant FPI Management, Inc. of in the summer of 2024; a malfunctioning front door (notice to Defendant in February 2025); nonworking electrical outlets; closet doors removed but not re-installed by Defendant (notice to Defendant in February 2025); and a the bathroom sink fixture is separating from the wall (notice to Defendant in February 2024).

Donna Johnson

54. Donna Johnson resides in the townhome located at 176 W. Hamburg Street.

55. This home is located in Block 0916 Lot 032, which does not have a valid rental license. Ms. Johnson's monthly rent obligation is \$0.

56. Ms. Johnson's home has the following conditions: outlets not secured to the walls, which she notified Defendant FPI Management, Inc. of on in June 2025; a large hole in the living room ceiling and cracks in the walls; a damaged door screen (notice to Defendant in May 2025); unsecured locks (notice to Defendant in June 2025); outlets not secured to the walls (notice to Defendant in June 2025); holes in her door (notice to Defendant in June 2025); damaged flooring (notice to Defendant in June 2025); splintered railing (notice to Defendant in June 2025); uncovered air vents (notice to Defendant in June 2025); a toilet that must be re-caulked (notice to Defendant in June 2025); and peeling carpet that presents a trip hazard (notice to Defendant in June 2025).

57. Ms. Johnson's bathtub is in extreme disrepair and needs to be re-glazed and re-caulked. The tub has been leaking through the floor for approximately ten years. The Defendants are aware of the leak and have made a poor attempt at patching the hole caused by the leak but have failed to repair the tub or stop the leak.

Vivian Johnson

58. Vivian Johnson resides in the townhome located at 901 Leadenhall Street.

59. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

60. Ms. Johnson's monthly rent obligation is \$166, she last paid rent in August 2025.

61. Ms. Johnson's home has the following conditions: an insect infestation, which she notified Defendant FPI Management of in July 2025; rodent burrows outside of her home (notice to Defendant in July 2025); mice infestation; leaks by the stairs which make the stairs

structurally unsound (notice to Defendant in March 2025); improperly installed windows; an inoperable back door (notice to Defendant in March 2025); a gap under the front door; nonworking electrical outlets (notice to Defendant in October 2024); improperly installed interior doors; structurally unsound flooring; a nonworking stove exhaust fan (notice to Defendant in winter of 2024); splintered railing (notice to Defendant in March 2025); uncovered air vents (notice to Defendant in October 2024); defective cabinet doors (notice to Defendant in October 2024); a tub that needs to be re-caulked; damaged and missing baseboards; water leaking from a light fixture (notice to Defendant in March 2025); and structurally unsound stairs (notice to Defendant in March 2025).

Craig Jones

62. Craig Jones resides in the townhome located at 178 W. Hamburg Street.

63. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

64. Mr. Jones' monthly rent obligation is \$1560, he last paid rent in May 2025.

65. Mr. Jones' home has the following conditions: a roach infestation, which he notified Defendants of in the summer of 2022; multiple insect infestations including ants (notice to Defendant in the summer of 2022); inoperable air conditioning (notice to Defendant in the summer of 2024); unreliable hot water (notice to Defendant in the winter of 2025); mold (notice to Defendant in the summer of 2025); holes and cracks in the walls and ceiling (notice to Defendant in the winter of 2025); a gap under the front door (notice to Defendant in the summer of 2022); water flooding then pooling outside of front door (notice to Defendant in the summer of 2022); and filthy air filters (notice to Defendant in the winter of 2022).

66. In April 2025, a landscaper hired by the Defendants broke Mr. Jones's front window when a lawnmower launched a rock into the window. Mr. Jones immediately notified the Defendants via email, and maintenance placed a sheet of clear plastic in the window, behind the broken glass. They have not removed the broken glass or replaced the window.

Sharnae Jones

67. Sharnae Jones resides in the townhome located at 134 W Hamburg Street.

68. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

69. Ms. Jones's monthly rent obligation is \$1119. She last paid rent in March 2025.

70. Ms. Jones's home has the following conditions: ant infestation (notice to defendant in February 2025), waterbug infestation (notice to defendant in February 2025), mold and mildew (notice to defendant in March 2025), holes and cracks in walls and window frames (notice to defendant in March 2025), leaks in the walls and ceilings (notice to defendant in April 2025), water spots on the ceiling (notice to defendant in March 2025), gaps in windows (notice to defendant in February 2025), defective outlets in her living room (notice to defendant in April 2025), defective door hinges; a damaged door with cracks in the frame and no strike plate (notice to defendant in February 2025), a malfunctioning living room light; a missing tub handle (notice to defendant in March 2025), and damaged and missing baseboards.

Tyuana Jones

71. Tyuana Jones resides in the townhome located at 123 ½ W Henrietta Street.

72. This home is located in Block 0916 Lot 070A, which does not have a valid rental license. Her monthly rent obligation is \$1118. She last paid rent in May 2025.

73. Ms. Jones's home has the following conditions: rodent holes inside and rodent burrows outside (notice to Defendants in May 2024); mold and mildew (notice to Defendants in June 2025); leaks (notice to Defendants in June 2025); cracks and holes in walls and doors (notice to Defendants in February 2025); defective window that does not lock (Notice to Defendant April 2024); multiple broken outlet covers (notice to Defendant on February 2025); above-stove exhaust fan runs poorly, is dirty, and drips brown liquid; defective kitchen cabinet drawer (notice to Defendant in April 2024); missing kitchen cabinet door (notice to Defendant in April 2024); bathtub faucet separating from the wall (notice to Defendant on March 2025); a missing towel rod, and a damaged front door with missing chunks of the frame and a gap under the door.

74. The entrance to Ms. Jones's home is below-ground level, and the drain immediately in front of her home is defective. Consequently, rainwater pools in front of her home and attracts insects. There is also a pipe leaking next to her front door, contributing to water build up. Ms. Jones informed Defendants of these defects in April 2024, but they have failed to repair them.

Crystal Ringgold

75. Crystal Ringgold resides in the townhome located at 135 W Henrietta Street.

76. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

77. Her monthly rent obligation is \$211 She last paid rent in November 2024.

78. Ms. Ringgold's home has the following conditions: rodents (notice to Defendants March 2021); rodent burrows outside (notice to Defendants July 2025); holes in the walls (notice to Defendants in 2021); insects including flies and gnats (notice to Defendants in the summer of

2024); windows with broken and damaged screens; broken fridge (notice in June 2024); air filters need to be changed (notice to Defendants in 2023); vents with dirty, defective, and missing covers; defective door hinges; and missing, damaged, or defective baseboards (notice to Defendants in January 2024).

79. Ms. Ringgold's home has two bathrooms. The basement bathroom is unusable due to extreme plumbing defects. Sewage comes up through the bathtub's drain and the sink is clogged up and filled with flies and gnats. Ms. Ringgold informed the Defendants of these conditions in the summer of 2024, but they have failed to make repairs.

Evan Sellman

80. Evan Sellman resides in the townhome located at 930 Leadenhall Street.

81. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

82. His monthly rent obligation is \$615. He last paid rent in July 2025.

83. Mr. Sellman's home has the following conditions: chipped and missing outlet covers (notice to Defendants in June 2025); sagging kitchen floor; chipping bathroom floor (notice to Defendants in December 2024); nonfunctional above-stove exhaust fan; air filters that need to be replaced (notice to Defendants in June 2025); dirty and damaged vents (notice to Defendants in June 2025); missing baseboards (notice to Defendants in December 2024); and missing fire alarms (notice to Defendants in July 2024).

84. In February 2025, Mr. Sellman's third-floor air conditioning machine broke, causing a leak into the ceiling above his living room. The leak damaged the over-head lights and some outlets, which now do not work. He immediately notified Defendant's of the leak, but they have failed to repair the air conditioning unit, fix the light and outlets, or address the water

damage to the living room ceiling, which has led to mold growth. Without air conditioning, it is too hot for Mr. Sellman to sleep in his third-floor bedroom, so he sleeps on the couch in the living room. (notice to Defendants in February 2025);

Patricia Skeeter

85. Patricia Skeeter resides in the apartment located at 911 Leadenhall Street Apartment 309.

86. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

87. Her monthly rent obligation is \$800. She last paid rent in April 2025.

88. Ms. Skeeter's home has the following conditions: severe insect infestations including roaches and waterbugs (notice to Defendants in the fall of 2024); water spots on the ceiling (notice to Defendants in the summer of 2024); mold and mildew (notice to Defendants in the summer of 2024); damaged window frames (notice to Defendants in the summer of 2024); a gap under the door (notice to Defendants in the fall of 2024); defective outlets (notice to Defendants in the summer of 2024); a toilet seat that is not properly attached to the toilet; damaged/missing baseboards; and leaking bathroom faucet (notice to Defendants in the fall of 2024).

Lita Merrill-Stevenson

89. Lita Merrill-Stevenson resides in the townhome located at 912 Peach Street.

90. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

91. Her monthly rent obligation is \$1025. She last paid rent in July 2025.

92. M. Merrill-Stevenson's home has the following conditions: rodent infestation (notice to Defendant in July 2024); insect infestation (notice to Defendants in July 2024); defective air conditioning (notice to Defendants in August 2024); missing and damaged window screens (notice to Defendants in July 2024); balcony door does not lock (notice to Defendants in April 2025); outlets that are defective and outlets without covers (notice to Defendants in July 2024); leaks due to structural defects in a deck causing water to pool (notice to Defendants in July 2024); and multiple rooms missing doors (notice to Defendants in August 2024).

93. In March 2025, Ms. Merrill-Stevenson's bathtub and faucet began leaking, causing the sink to separate from the wall, water spots to form on the ceiling below, and mold to form. Ms. Merrill-Stevenson immediately notified Defendants and someone from the maintenance team attempted to fix the leaks. He was unsuccessful, and Ms. Merrill-Stevenson informed Defendants that the issue was ongoing. Someone else from maintenance visited and cut a large hole out of the ceiling under the leak. He covered the hole with a piece of cardboard but did not address the leak, which is ongoing.

Brishamie Sweetwine

94. Brishamie Sweetwine resides in the townhome located at 910 Peach Street.

95. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

96. Her monthly rent obligation is \$1047. Rent was last paid on her behalf via rental assistance in June 2025.

97. Ms. Sweetwine's home has the following conditions: gnats and spiders (notice to Defendant in June 2024); nonfunctioning air conditioning (notice to Defendant in July 2024); holes and cracks in the walls and ceiling (notice to Defendant in December 2024), windows with

bent and damaged screens (notice to Defendant in May 2024); a damaged front door that needs new weather strips (notice to Defendant in June 2025); a back door whose lock sticks; water spots on the walls and ceilings (notice to Defendant in December 2024); nonfunctional outlets; damaged and rusting back stairs (notice to Defendant in June 2025); cracks in the front steps (notice to Defendant in June 2025); an above-stove exhaust fan that needs a filter; dirty and damaged wall vents (notice to Defendant in May 2024); the need for new air filters (notice to Defendant in May 2024); bathroom fan does not work (notice to Defendant in May 2024); and bathroom sink slow to drain (notice to Defendant in May 2024).

98. In August 2024, defective tracks caused a closet door to fall on her then-nine-year-old son. The door has a large hole from where it fell on his head. Despite notice of this occurrence, Defendants have failed to replace the door, which remains unusable and off its tracks.

Gertrude and India Vaughn

99. Gertrude and India Vaughn reside in the townhome located at 182 W Hamburg Street.

100. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

101. Their monthly rent obligation is \$1025. They last paid rent in June 2025.

102. Their home has the following conditions: rodent infestation (notice to Defendant in the spring of 2024); rodent holes (notice to Defendant in the spring of 2024); ant infestation (notice to Defendant in the spring of 2024); gap beneath front door (notice to Defendant in March 2024); damaged front doorbell with an exposed wire (notice to Defendant in March 2024); broken back doorbell (notice to Defendant in March 2024); hole in living room wall that

smells like gas (notice to Defendant in November 2024); dirty vents (notice to Defendant the spring of 2024); large vent without a filter open directly to the crawl space below the home (notice to Defendant in the spring of 2024); holes and cracks in the walls and ceilings (notice to Defendant in the spring of 2024); missing baseboards (notice to Defendant in the spring of 2024); damaged kitchen drawer with exposed nails (notice to Defendant in the spring of 2024); kitchen exhaust fan without a filter (notice to Defendant in the spring of 2024); kitchen closet nailed shut (notice to Defendant in the spring of 2024); bathroom mirror and fixtures not properly attached to the walls (notice to Defendant in June 2024); bathroom sink is in extremely poor condition and appears to be separating from the wall (notice to Defendant in June 2024); mold and mildew (notice to Defendant in November 2024); leaks and water bubbling behind paint (notice to Defendant in the spring of 2024); nonfunctional bathroom fan (notice to Defendant in the spring of 2024); bathtub in extremely poor condition, leaking and in need of caulking (notice to Defendant in June 2024); leaks due to structural defects in a deck causing water to pool (notice to Defendant in June 2025); water spots on the ceilings (notice to Defendant in June 2025); damaged and defective window frames and screens (notice to Defendant in March 2024); leaks from windows (notice to Defendant in the spring of 2024); leak from the attic ceiling (notice to Defendant in June 2024); water damage and mold in closet (notice to Defendant in November 2024); key not provided to a bedroom door (notice to Defendant in the spring of 2024); broken closet shelf (notice to Defendant in the spring of 2024); and rusted washer/dryer connections (notice to Defendant in June 2024).

Paula White

103. Paula White resides in the townhome located at 854 Bevan Street.

104. This home is located in Block 0916 Lot 070A, which does not have a valid rental license.

105. Her monthly rent obligation is \$1025. She last paid rent in April 2025. That rent was returned to her following the disbursement of rent escrow case D-01-CV-25-011009.

106. Ms. White's home has the following conditions: rodent infestation; rodents holes; insect infestation including waterbugs; multiple leaks; clogged gutters; leaks due to structural defects in a deck causing water to pool; mold; tub that needs to be re-glazed; electrical issues including dead outlets and outlets that spark; inoperable vents in the kitchen and bathrooms; holes and cracks in the walls and ceilings; and damaged flooring and chipping tiles.

107. Defendant's received notice of all of the above defects prior to or during the proceedings for rent escrow case D-01-CV-25-011009, whose dismissal in April 2025 is being appealed.

Jade Wise

108. Jade Wise resides in the townhome located at 188 W Hamburg Street.

109. This home is located in Block 0916 Lot 032, which does not have a valid rental license.

110. Her monthly rent obligation is \$184. She last paid rent in March 2025.

111. Conditions in Ms. Wise's home include: insufficient hot water (notice to Defendant in May 2025); missing window screens (notice to Defendant in February 2025); leaks (notice to Defendant in February 2025); water spots on the ceiling (notice to Defendant by the winter of 2022); mold and mildew (notice to Defendant in February 2025); gaps around and under the front door (notice to Defendant in August 2023); water pooling immediately outside of her front door (notice to Defendant by the winter of 2022); dirty air filters (notice to Defendant

by the winter of 2022); towel rack not properly affixed to the wall; dirty, leaking air vents (notice to Defendant by the winter of 2022); tub with chipping glaze that need to be re-glazed (notice to Defendant by the fall of 2022); damaged baseboards (notice to Defendant by the winter of 2022); holes and cracks in the walls and ceiling (notice to Defendant by the winter of 2022); damaged window frame (notice to Defendant notice in the summer of 2023); and damaged door frame (notice to Defendant in the winter of 2024).

VI. CLAIMS FOR RELIEF

Count I

Breach of Duty to Repair or Eliminate Serious Conditions and Defects of Residential Dwellings

(Md. Code Ann., Real Prop. § 8-211; Baltimore City Public Local Law § 9-9)

A. Plaintiffs have a prima facie case that they are entitled to relief under Maryland and Baltimore City's rent escrow statutes.

112. Plaintiffs re-allege and incorporate by reference the allegations set forth above.

113. When a landlord has unreasonably failed after notice to repair or correct hazardous conditions that threaten life, health, or safety, tenants may bring a rent escrow action seeking, *inter alia*, court-ordered repairs of the continuing conditions, abated rent payments to be paid into escrow, and equitable division of escrowed funds. RP § 8-211; PLL § 9-9.

114. RP § 8-211 “imposes an obligation on landlords to repair and eliminate conditions and defects which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health, or safety of occupants.” Lack of security on the property and lack of attention to security concerns like maintenance personal entering units without notice presents a significant threat to the safety of the plaintiffs.

115. The rent escrow statute presumes that a landlord's failure to make repairs within thirty days of receiving notice of the defect is unreasonable. RP § 8-211(g)(3).

116. In this case, numerous hazardous conditions exist throughout the Property, including rodent and insect infestations, leaks, mold, structural defects, and lack of secure doors.

117. Defendants had notice of the hazardous conditions but failed to repair or correct them within a reasonable time.

118. Defendants continue to operate the Property and to attempt to collect rents without a valid rental license issued by the City of Baltimore.

119. Plaintiffs did not cause the asserted defects and have not unreasonably refused Defendants or Defendants' agents entry to repair the conditions.

B. Rent should be abated to \$0 for Plaintiffs until the Property becomes duly licensed.

120. Baltimore City landlords must have a valid rental license to charge, accept, retain, or seek to collect rent for providing occupancy of a rental dwelling. Balt. City Code, Art. 13 § 5-4(a).

121. Sharp Leadenhall Apartments is comprised of homes in four block lots. As of the date of this filing, none of the block lots have a valid rental license.

- 1020 Leadenhall, Block 0946 Lot 001, is comprised of 29 units and is currently unlicensed.
- 150 W. Hamburg, Block 0916 Lot 032, is comprised of 126 units and is currently unlicensed.
- 115 W. Henrietta Block, 0916 Lot 070A, is comprised of 14 units and is currently unlicensed.
- 199 W. Henrietta, Block 0916 Lot 049, is comprised of 23 units and is currently unlicensed.

122. Baltimore City law bars unlicensed landlords from charging, accepting, retaining, or seeking to collect any rental payment unless the owner “was licensed...at both the time of the offering and the time of providing the occupancy.” Baltimore City Code, Article 13, Subtitle 5. Without a valid rental license for a property, Defendants cannot legally collect rent from Plaintiffs living in that property.

123. For the foregoing reasons, this Court should abate rents to \$0 for Plaintiffs living in the unlicensed block lots.

124. If, in the future, Defendant’s obtain valid rental license(s), this Court should abate rent for Plaintiffs living in the licensed block lots to amounts reflecting the present defects.

Count II
Landlord’s Non-Compliance with Lease and Inducements to Rent
(Baltimore City Public Local Law § 9-9A)

125. Plaintiffs re-allege and incorporate by reference the allegations set forth above.

126. Among Plaintiffs’ respective lease agreements are versions that specify the following obligations of the Defendants:

10. Maintenance

a. The Landlord agrees to:

- (1) regularly clean all common areas of the project;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and

(8) maintain grounds and shrubs.

The language in this provision is provided by the HUD Model Lease for Subsidized Programs (Form HUD-90105a). Defendants' use of the model lease is a requirement of their Section 236 and Project-Based Section 8 subsidies.

127. Defendants advertise the community as providing "Laundry Facilities," "Multi Use Room," "On-Site Management & Maintenance," "Trash Pick Up," and "Disposal Shoots," and advertise apartments as featuring "Air Conditioning/Heating," "Washer/Dryer Hookups," "Refrigerator," "Range," "Oven," "Disposal," "Tile Floors," "Carpeting," "Vinyl Flooring," "Window Coverings," and "Handrails."

128. Baltimore City PLL § 9-9(a) provides, distinctly from the Rent Escrow laws cited above, that tenants "may assert... as the basis for affirmative relief, that there exists on the leased premises a condition which constitutes a material noncompliance by the landlord with the written lease or a condition which constitutes a repudiation of a written inducement to rent the premises, such as but not limited to the following:

- (1) lack of functional and sufficient laundry, cooking, or dishwashing facilities;
- (2) lack of functional refrigeration or air conditioning;
- (3) lack of proper maintenance; or
- (4) lack of specified recreational facilities."

A claim under this provision proceeds under the procedures set forth in PLL § 9-9(d)-(n).

129. Defendants have materially violated the Plaintiffs' lease agreements by failing to maintain and to clean the common areas and facilities, failing to arrange for the necessary collection and removal of trash and garbage, failing to maintain all equipment and appliances in

working order, failing to make necessary repairs with reasonable promptness, failing to provide necessary extermination, and failing to maintain grounds and shrubs.

130. Defendants have repudiated their written inducements to the Plaintiffs to rent the premises by failing to provide community services and amenities like reasonable access to the laundry facilities, reasonable access to the community room, adequate trash removal.

131. Defendants have further repudiated their written inducements to the Plaintiffs to rent the premises by failing to provide homes with air conditioning, functional washer/dryer hookups, working refrigerators, stove ranges, and ovens, undamaged flooring, and undamaged handrails.

132. Defendants had notice of these violations but failed to correct them.

133. Defendants' acts and omissions demonstrate material noncompliance with the lease agreements of the Plaintiffs and repudiation of their written inducements to lease.

134. For the foregoing reasons, Plaintiffs are entitled to relief under the Rent Escrow law § 9-9.

135. As a direct result of Defendant's violations of their lease agreements, Plaintiffs have suffered the loss of use of their apartments and common areas in their deteriorated, unusable, or inaccessible conditions.

VII. REQUESTS FOR RELIEF

Plaintiffs respectfully request that this Court:

- A. Order Defendants to repair and abate the complained-of conditions in a thorough, systemic, and professional manner;
- B. Order Defendants to provide Plaintiffs written notice at least 24 hours prior to entering their homes;
- C. Appoint a special administrator who shall cause the repairs to be made;
- D. Abate the monthly rent of Plaintiffs living in unlicensed units to \$0.00 until the Property obtains a valid rental license, and alternatively, should Defendants obtain valid rental licenses, order payment of prospective rent into escrow in abated amounts that reflect any continuing dangerous conditions;
- E. Award Plaintiffs reasonable attorneys' fees, costs, and reasonable expenses related to litigation as allowed by statute (RP § 8-211(o)); and
- F. Award such other and further relief as the Court deems just and proper.

NOTICE OF CLAIM FOR ATTORNEYS' FEES

Pursuant to Maryland Rule 2-703 and Real Prop. § 8-211(o)(1) Plaintiffs hereby give notice that they seek attorneys' fees in this case and these fees could be substantial as litigation progresses.

Respectfully submitted,

/s/ Annie Toborg

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Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on August 12, 2025 a copy of the above Complaint for Rent Escrow was mailed by USPS, First Class, to:

The Corporation Trust Incorporated
Resident Agent for Defendant HVPG Sharp-Leadenhall, LLC
2405 York Road Suite 201
Lutherville-Timonium, MD 21093

and

The Corporation Trust Incorporated
Resident Agent for Defendant FPI Management, INC
2405 York Road Suite 201
Lutherville-Timonium, MD 21093

/s/ Caroline Tripp

Caroline Tripp