

MARGARET LITTLE
2100 Madison Avenue
Apt. 208
Baltimore, MD 21217

and

DIANE JACKSON
2100 Madison Avenue
Apt. 208
Baltimore, MD 21217

and

JOHNETTA JOHNSON
2100 Madison Avenue
Apt. 108
Baltimore, MD 21217

and

CORA WILLIAMS
342 Bloom Street
Apt. 305
Baltimore, MD 21217

and

ELWOOD DORSEY
342 Bloom Street
Apt. 103
Baltimore, MD 21217

and

VIVIAN HIRES
342 Bloom Street
Apt. 204
Baltimore, MD 21217

Plaintiffs

v.

REGINALD AND MARGUERITE
DANIELS HOUSING FOR

* IN THE CIRCUIT COURT

* FOR BALTIMORE CITY

* STATE OF MARYLAND

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* **COMPLAINT AND DEMAND**

* **FOR JURY TRIAL**

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2023 APR 23 PM 10:06
CIVIL DIVISION
CLERK OF COURT

THE ELDERLY, INC. *
2100-02 Madison Avenue *
Baltimore, MD 21217 *

Serve On: Resident Agent *
Gina Sammons *
2100 Eutaw Place *
Baltimore, MD 21217 *

and *

BELLEVIEU-MANCHESTER *
LIMITED PARTNERSHIP *
342 Bloom Street *
Baltimore, MD 21217 *

Serve On: Resident Agent *
Gina Sammons *
2100 Eutaw Place *
Baltimore, MD 21217 *

and *

THE TOWNER MANAGEMENT *
COMPANY, INC. *
429 N. Eutaw Street *
Suite 3N *
Baltimore, MD 21201 *

Serve On: Resident Agent *
Jay French *
429 N. Eutaw Street *
Suite 3N *
Baltimore, MD 21201 *

Defendants *

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Margaret Little, Elwood Dorsey, Cora Williams, Vivian Hires, Diane Jackson, and
Johnetta Johnson, by and through undersigned counsel Theda Saffo, Esq., Kyle Coleman, Esq., and
Maryland Legal Aid, sue Defendants Reginald and Marguerite Daniels Housing for the Elderly, Inc.

("Walker Daniels"), Bellevieu-Manchester Limited Partnership ("Bellevieu-Manchester"), and The Towner Management Company, Inc. ("Towner Management"), and state as follows:

INTRODUCTION

1. This case involves senior citizens, many of whom are disabled, who reside at properties owned by Walker Daniels and Bellevieu-Manchester, that lack rental licenses, have numerous housing code violations, have fallen into disrepair, and whose ownership and agents knowingly and unlawfully assessed, collected, and retained rent and other compensation relevant to Plaintiffs' tenancies despite lacking valid rental licenses.

2. The Plaintiffs in this case were subjected to the illegal and deceptive collection of rent by Towner Management, managing agent of Walker Daniels and Bellevieu-Manchester.

3. The Plaintiffs have had to live with numerous housing code violations, including rodent infestations, water damage, and dangerous fire safety conditions. Defendants received notice of these conditions via Plaintiffs complaints to Defendants, the relevant state agencies, and rent escrow actions.

4. As of August 1, 2018, Baltimore City has required that all rental properties, excluding owner-occupied properties and properties owned by the Housing Authority of Baltimore City ("HABC"), to be licensed. Baltimore, Md. Municipal Code, Art. 13 § 5-4(b). A property seeking a rental license must be registered and inspected for compliance with the Baltimore City housing code. Art. 13 §§ 5-6, 5-7 of the Baltimore City Code.

5. Art. 13 § 5-4 of the Baltimore City Code states that unless otherwise exempted, landlords without an effective rental license may not: (1) rent or offer to rent any part of a dwelling; (2) charge, collect, or retain rent; or (3) utilize the summary ejectment process in the District Court of Maryland.

6. As set forth in this Complaint, Defendants' actions violate Maryland's Consumer Protection Act ("MCPA"), Md. Code Ann., Com. Law Art. § 13-101 *et seq.* and Maryland's Consumer Debt Collection Act ("MCDCA"), Md. Code Ann., Com. Law Art. § 14-201 *et seq.* In doing those things as alleged herein, Defendants have also engaged in fraud and deceit, as well as money had and received.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to Md. Code Ann., Courts and Judicial Proceedings § 1-501 and § 3-403.

8. This Court is the proper venue pursuant to Md. Code Ann., Courts and Judicial Proceedings § 6-201(a) as Walker Daniels, Belleveu-Manchester, and Towner Management have their principal places of business in Baltimore, Maryland, and a substantial part of the events giving rise to the claims occurred within Baltimore, Maryland.

PARTIES

9. Walker Daniels is a Maryland corporation with its principal place of business in Baltimore, Maryland. Walker Daniels owns and operates the property located at 2100 Madison Avenue, Baltimore, MD 21217 ("2100 Madison Avenue"). 2100 Madison Avenue is a multifamily housing complex for senior citizens receiving rental subsidies from the U.S. Department of Housing & Urban Development ("HUD"). 2100 Madison Avenue is a HUD-subsidized, Section 202 Supportive Housing for the Elderly, multifamily housing complex comprised of twenty-three one-bedroom apartments.

10. Belleveu-Manchester is a Maryland limited partnership with its principal place of business in Baltimore, Maryland. Belleveu-Manchester owns and operates the property located at 342 Bloom Street, Baltimore, MD 21217 ("342 Bloom Street"). 342 Bloom Street is a multifamily

Low Income Housing Tax Credit property comprised of forty-eight one-bedroom apartments, leasing exclusively to low-income senior citizens, many of whom have age-related impairments and disabilities.

11. Towner Management is a Maryland corporation with its principal place of business in Baltimore, Maryland. Towner Management served as property manager of both 2100 Madison Avenue and 342 Bloom Street from on or before the inception of Baltimore City's rental licensing law until December 31, 2022.

12. The following Plaintiffs are senior citizens residing at 2100 Madison Avenue: Margaret Little, Johnetta Johnson, and Diane Jackson.

13. The following Plaintiffs are senior citizens residing at 342 Bloom Street: Elwood Dorsey, Cora Williams, and Vivian Hires.

FACTS

Ms. Little and Ms. Jackson

14. Plaintiff Margaret Little is a sixty-six-year-old disabled resident of 2100 Madison Avenue. Ms. Little has lived at 2100 Madison Avenue since on or about 2014 with co-Plaintiff, Diane Jackson. Ms. Little subsists on Supplemental Security Income benefits of \$914 monthly.

15. Ms. Jackson has likewise resided in 2100 Madison Avenue since on or about 2014. Ms. Jackson is a sixty-two-year-old disabled resident and subsists on monthly Social Security and Supplemental Security Income benefits of \$957 monthly.

16. The conditions in Ms. Little and Ms. Jackson's shared unit include, but are not limited to, rodent infestation, persistent water intrusion and water damage throughout, flooding of the nine-year-old carpeting and lack of air-tight windows.

17. Ms. Little and Ms. Jackson notified Walker Daniels via Towner Management of the

habitability conditions in their unit and these Defendants failed to make repairs.

18. On June 15, 2022, the Maryland Department of Housing and Community Development (“DHCD”) issued three housing code violations for these Plaintiffs’ unit consisting of rodent entries and infestation and a defective bedroom ceiling. DHCD ordered Walker Daniels to abate within thirty days.

19. On July 1, 2022, Ms. Little filed an Affirmative Rent Escrow case with the District Court of Baltimore City pursuant to Md. Code, Real Property, § 8-211 in order to remedy these dangerous, uninhabitable conditions.

20. At all relevant times, Ms. Little and Ms. Jackson paid monthly rent to Walker Daniels via Towner Management while 2100 Madison Avenue was unlicensed, and both the Property and their unit were in a state of disrepair.

21. Due to the conditions and actions of Defendants, Ms. Little has experienced aggravations to her mental health diagnoses, depression, anxiety, anger, panic attacks, fear of going home, sleep loss, loss of appetite, medical expenses, privacy loss, among other emotional and mental distress.

22. Due to the conditions and actions of Defendants, Ms. Jackson has experienced depression, aggravations due to a cancer diagnosis, anxiety, anger, panic attacks, fear of going home, medical expenses, sleep loss, appetite gain, privacy loss, among other emotional and mental distress.

Mr. Dorsey

23. Plaintiff Elwood Dorsey is a seventy-one-year-old disabled senior citizen and veteran of the Marine Corps. Mr. Dorsey has lived at 342 Bloom Street for approximately four years.

24. Mr. Dorsey subsists on a Veterans Administration pension and Social Security Retirement benefits totaling approximately \$2,100 monthly.

25. The conditions in Mr. Dorsey's apartment include, but are not limited to, rodent infestation. Mice routinely run throughout his apartment leaving droppings on his kitchen floor, in his hot water heater closet, and behind his furniture.

26. Mr. Dorsey has complained to Bellevieu-Manchester of rodent infestation via Towner Management, but these Defendants failed to make repairs.

27. On November 18, 2022, Mr. Dorsey filed an Affirmative Rent Escrow in the District Court for Baltimore City and on January 3, 2023, DHCD issued two housing code violations consisting of defective stove burners and rodent infestation. DHCD ordered Bellevieu-Manchester to abate within thirty days and ten days, respectively.

28. At all relevant times, Mr. Dorsey paid monthly rent to Bellevieu-Manchester via Towner Management while 342 Bloom Street was unlicensed, and both the Property and his unit were in a state of disrepair.

29. Due to the conditions and actions of Defendants, Mr. Dorsey has experienced anxiety, anger, fear of going home, privacy loss, among other emotional and mental distress.

Ms. Williams

30. Plaintiff Cora Williams has resided at 342 Bloom Street for approximately nine years. Ms. Williams is a sixty-nine-year-old disabled resident who subsists on \$914 a month in Supplemental Security Income benefits.

31. The conditions in Ms. Williams apartment include, but are not limited to, persistent flooding, water intrusion and plumbing issues, rodent infestation and entries, dry rotted bathroom and kitchen cabinets and windowsills, defective appliances, mold, chipping and peeling paint, and

an inability to control the temperature of her heat and air conditioning.

32. Ms. Williams notified Walker Daniels via Towner Management of the habitability issues, but these Defendants failed to make repairs.

33. On October 11, 2022, Ms. Williams filed an Affirmative Rent Escrow in the District Court for Baltimore City and on November 18, 2022, DHCD issued eight housing code violations consisting of a clogged kitchen sink, water-damaged kitchen cabinet, broken toilet seat, leaking shower head, dry-rotted bathroom cabinet and missing kitchen cabinet drawer. DHCD ordered Walker Daniels to abate within thirty days.

34. At all relevant times, Ms. Williams paid rent to Walker Daniels via Towner Management while 342 Bloom Street was unlicensed, and both the Property and her unit were in a state of disrepair.

35. Due to the conditions and actions of Defendants, Ms. Williams has experienced aggravations to her asthma and hypertension, anger, anxiety, depression, medical expenses, shortness of breath, sleep loss, privacy loss, among other emotional and mental distress.

Ms. Johnson

36. Plaintiff Johnetta Johnson has lived at 2100 Madison Avenue for approximately ten years. Ms. Johnson subsists on Supplemental Security Income benefits of \$914 monthly.

37. The conditions in Ms. Johnson's apartment, include but are not limited to, rodent infestation. Mice leave droppings in Ms. Johnson's hall closet and run throughout her apartment. Ms. Johnson notified Walker Daniels via Towner Management of the persistent infestation and these Defendants failed to make repairs.

38. On February 16, 2023, DHCD issued three housing code violations for defective wall and closet door and rodent entries and ordered Walker Daniels to abate within thirty days.

39. At all relevant times, Ms. Johnson paid monthly rent to Walker Daniels via Towner Management while 2100 Madison Avenue was unlicensed, and both the Property and her unit were in a state of disrepair.

40. Due to the conditions and actions of Defendants, Ms. Johnson has experienced aggravations to her mental health diagnoses, anger, anxiety, appetite loss, depression, fear of going home, medical expenses, sleep loss, panic attacks, privacy loss, among other emotional and mental distress.

Ms. Hires

41. Plaintiff Vivian Hires is a sixty-nine-year-old senior citizen who has lived at 342 Bloom Street for approximately one year. Ms. Hires' monthly income is \$1,600 from a pension and Social Security Retirement benefits.

42. The conditions in Ms. Hires apartment include, but are not limited to, defective electrical sockets, defective refrigerator, broiler and oven doors, defective toilet, leaky bathroom sink, mice and ant infestation and exterior trash accumulation. Ms. Hires complained to Bellevieu-Manchester via Towner Management of the habitability issues and these Defendants failed to make repairs.

43. On March 7, 2023, Ms. Hires filed an Affirmative Rent Escrow in the District Court for Baltimore City and on March 20, 2023, DHCD issued nine violation notices in the common areas consisting of defective fire alarm system in the ground floor utility room, defective ceiling in the first floor stairway, insufficient lighting in the second and fourth floor stairway and fourth floor hallway, defective fire doors in the fourth and fifth floor hallway and a defective ceiling in the first and fifth floor stairway.

44. At all relevant times, Ms. Hires paid monthly rent to Bellevieu-Manchester via

Towner Management while 342 Bloom Street was unlicensed, and both the Property and her unit were in a state of disrepair.

45. Due to the conditions and actions of Defendants, Ms. Hires has experienced anger, anxiety, among other emotional and mental distress.

All Plaintiffs

46. All Plaintiffs resided in the Properties while the common areas were deemed to have housing code violations, there was no management regularly onsite at the Properties, there was no controlled access to the Properties, and the Properties lacked the required fire safety measures in the stairwells and emergency exits.

All Defendants

47. From on or before the inception of the rental licensing law until December 31, 2022, Towner Management maintained a physical presence in 342 Bloom Street for the management of both Properties. From the effective date of Baltimore City's rental licensing law through to December 31, 2022, Towner Management served as co-Defendants' managing agent charged with overseeing the day-to-day operations of the subject Properties and with administering these low-income housing programs. In its management capacity, Towner Management was responsible for leasing vacant units, assessing and collecting rents, maintaining the physical integrity of the Properties, and conducting periodic reviews of tenant income and family composition.

48. 342 Bloom Street obtained a rental license on August 14, 2019. Its rental license expired on August 13, 2021. Consequently, from January 1, 2019, through August 13, 2019, and from August 14, 2021, to the present, this Property has been unlicensed.

49. 2100 Madison Avenue obtained a rental license on January 3, 2020. Its rental license expired on December 9, 2021. From January 1, 2019, to January 2, 2020, and from December 9,

2021, to the present, this Property has been unlicensed.

50. Towner Management, at the direction of Bellevieu-Manchester and Walker Daniels, assessed, collected, and retained monthly rent and other compensation from all Plaintiffs while these Properties were unlicensed. All Defendants failed to upkeep the Properties and make the necessary repairs and oversaw the steady decline in the habitability and safety of the Properties.

51. All Defendants are aware that—due to the income limitations under which their low-income residents live—they are unable to secure alternative safe, decent, habitable, and licensed housing in the private rental market. Their residents, including Plaintiffs, have been held captive to Defendants’ dangerous business and unlawful collection practices, and continue to be to this day.

CAUSES OF ACTION

Count One

Violation of the Maryland Consumer Protection Act Md. Code Ann., Com. Law Art. § 13-101 *et seq.*

52. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

53. The MCPA forbids deceptive trade practices in “The sale, lease, rental, loan, or bailment of any consumer goods, consumer realty, or consumer services,” and “The offer for sale, lease, rental, loan, or bailment of consumer goods, consumer realty, or consumer services.” Md. Code Ann., Com. Law Art. §§ 13-303(1), (2).

54. “Failure to state a material fact if the failure deceives or tends to deceive” is an unfair or deceptive trade practice. Md. Code Ann., Com. Law Art. § 13-101(3).

55. The Maryland Supreme Court (formerly “The Court of Appeals of Maryland”) has held:

A landlord may not engage in collection activities or pursue claims against a tenant who has failed to pay rent during a period when the landlord was unlicensed, a tenant may have a right of action under the MCDCA and the MCPA where the landlord engages in such activity, and the tenant can establish that the unlawful conduct caused

damages. *Assanah-Carroll v. Law Offices of Edward J. Maher, P.C.*, 480 Md. 394, 440–41 (2022), *reconsideration denied* (Sept. 26, 2022).

56. Any violation of the MCDCA is an unfair or deceptive trade practice. Md. Code Ann., Com. Law Art. § 13-101(14)(iii).

57. At all relevant times, Walker Daniels and Bellevieu-Manchester have assessed, collected, and retained rent and other compensation for the unlicensed and dilapidated Properties, 2100 Madison Avenue and 342 Bloom Street, in knowing violation of Art. 13 § 5-4(a) of the Baltimore City Code. This constitutes an unfair and deceptive trade practice.

58. Walker Daniels and Bellevieu-Manchester offered, entered into, and renewed existing lease agreements at the Properties while remaining unlicensed. This constitutes an unfair and deceptive trade practice.

59. Towner Management, as Defendants’ managing agent and property manager for the Properties at all relevant times until December 31, 2022, collected rent for the unlicensed and dilapidated Properties, and offered, entered into and renewed existing lease agreements while the Properties were unlicensed. This constitutes an unfair and deceptive trade practice.

60. Plaintiffs were subjected to Walker Daniels and Bellevieu-Manchester’s collection activities while the Properties remain unlicensed and subject to numerous housing code violations.

61. Plaintiffs were subjected to Towner Management’s collection activities while the Properties remain unlicensed and subject to numerous housing code violations.

62. Plaintiffs have suffered damages as a result.

Count Two
Violation of the Maryland Consumer Debt Collection Act
Md. Code Ann., Com. Law Art. § 14-201 *et seq.*

63. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

64. The MCDCA states that, “in collecting or attempting to collect an alleged debt a

collector may not: Claim, attempt, or threaten to enforce a right with knowledge that the right does not exist.” Md. Code Ann., Com. Law Art. § 14-202(8).

65. The MCDCA defines a “collector” as “a person collecting or attempting to collect an alleged debt arising out of a consumer transaction.” Md. Code Ann., Com. Law Art. § 14-201(b).

66. The Defendants are all debt collectors as defined by the MCDCA.

67. The MCDCA defines a “consumer transaction” as “any transaction involving a person seeking or acquiring real or personal property, services, money, or credit for personal, family, or household purposes.” Md. Code Ann., Com. Law Art. § 14-201(c).

68. The Defendants collection of the alleged rents at the Properties arises from a consumer transaction.

69. The Plaintiffs are all consumers as defined by the MCDCA. Any debt collector in violation of the MCDCA, “is liable for any damages proximately caused by the violation, including damages for emotional distress or mental anguish suffered with or without accompanying physical injury.” Md. Code Ann., Com. Law Art. § 14-203.

70. As Walker Daniels and Bellevieu-Manchester are the owners and operators of 2100 Madison Avenue and 342 Bloom Street respectively, they are aware they may not assess and collect rent and offer to rent units without a valid rental license.

71. Accordingly, by collecting rent while the Properties remain unlicensed, Walker Daniels and Bellevieu-Manchester are attempting to enforce and have enforced a right with knowledge that it does not exist.

72. As Towner Management is a property management company operating throughout Baltimore City, it is aware that it may not assess and collect rent and offer to rent units and renew dwelling leases without a valid rental license.

73. Accordingly, by assessing and collecting rent and offering to rent and renew existing dwelling leases without a valid rental license, Towner Management enforced a right with knowledge that it did not exist.

74. Plaintiffs have suffered damages as a result.

Count Three
Fraud and Deceit

75. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

76. To recover in an action for fraud and deceit, a Plaintiff must prove:

(1) that the defendant made a false representation to the plaintiff, (2) that its falsity was either known to the defendant or that the representation was made with reckless indifference as to its truth, (3) that the misrepresentation was made for the purpose of defrauding the plaintiff, (4) that the plaintiff relied on the misrepresentation and had the right to rely on it, and (5) that the plaintiff suffered compensable injury resulting from the misrepresentation. *Ellerin v. Fairfax Sav., F.S.B.*, 337 Md. 216, 229 (1995).

77. The purpose of Art. 13 § 103 of the Baltimore City Housing Code is to:

Establish and maintain basic requirements, standards and conditions essential for the protection of the health, safety, morals and general welfare of the public . . . in the City of Baltimore; to establish minimum standards governing the condition, use, operation, occupancy and maintenance of dwellings . . . in order to make the dwelling safe, sanitary and fit for human habitation.

78. Pursuant to Article 13 § 702, residential properties and their common areas must be maintained in good repair and fit for human habitation. To achieve these ends, landlords must offer dwellings that are safe, sanitary and habitable.

79. Section 9-14.1 of the Public Local Laws of Baltimore City imputes a covenant and warranty of habitability in every written and verbal lease and agreement that a leased dwelling is fit for human habitation and in leasing the dwelling, the landlord covenants and warrants that the property is habitable.

80. Implicit in the advertisement and rental of a leased dwelling is the assurance that the rental property is fit for human habitation and that it is licensed within the meaning of Baltimore City's rental licensing law. The landlord is presumed to know the Baltimore City Code regarding both rental licensing requirements and housing code standards.

81. A leased dwelling containing housing code violations violates the Baltimore City Code.

82. The lack of a proper rental license within the meaning of Art. 13, subparagraph five, violates Baltimore City's Housing Code and constitutes a material fact that tenants would deem important in determining whether to enter into a lease and/or to continue to make payments under an existing lease.

83. All Defendants knew they were required to obtain and maintain a valid rental license. All Defendants knew that in order to secure a rental license, the Properties must be free of housing code violations and able to pass a physical inspection. Defendants owed a duty to all Plaintiffs to disclose the material facts that: (1) Defendants were required to secure a rental license as a condition of leasing and accepting rents; (2) Defendants declined to subject their Properties to the scrutiny of a physical inspection by a qualified housing inspector; (3) Defendants' failure to secure a rental license was a calculated business decision to avoid making the repairs necessary to pass a physical inspection by a qualified housing inspector; and (4) consequently, Defendants were legally prohibited from assessing, collecting and retaining rent and other compensation associated with Plaintiffs' tenancies.

84. In doing those things as hereinbefore alleged, Towner Management conspired with its co-Defendants to manage the Properties in the absence of a rental license.

85. Defendants' failure to disclose such defective licensure status and the bases thereof,

constitutes a willful, false misrepresentation of material fact regarding the status of the Properties made as an inducement to Plaintiffs to enter into lease agreements and/or to renew existing leases and continue to pay monthly rent and other compensation associated with their tenancies while their Properties were in a state of disrepair. These misrepresentations were undertaken with actual knowledge that they were false, and they were made with the intent to deceive Plaintiffs. Defendants' actual knowledge that their misrepresentations were false, coupled with Defendants' intent to deceive Plaintiffs by means of those misrepresentations, constitute actual malice.

86. Defendants' failure to disclose their licensure status was motivated by an intent to defraud and deceive Plaintiffs into executing leases with Defendants and/or renewing existing leases and continuing to make monthly rental payments and other associated costs and fees under existing leases based on contractual lease provisions Defendants had no legal authority to enforce.

87. In executing leases with Defendants and/or renewing existing leases and continuing to pay monthly rent and other compensation to Defendants, Plaintiffs justifiably relied on Defendants' concealment.

88. Plaintiffs suffered damages in the form of actual damages and mental distress and physical injuries as a direct, proximate and foreseeable result of Defendants' failure to disclose their defective rental licensure status, all while maintaining their Properties in a state of disrepair.

89. Actual malice is required to recover punitive damages in an action for Fraud and Deceit. *See Ellerin*, 337 Md. at 236. "A person's actual knowledge that his statement is false, coupled with his intent to deceive another by means of that statement, constitute the 'actual malice' required for the availability of punitive damages." *Id.* at 240.

90. Defendants knew the Properties lacked valid rental licenses, did not disclose the lack of licensure to Plaintiffs, and intended to deceive Plaintiffs by collecting and attempting to collect

rent and other compensation. Accordingly, Plaintiffs are entitled to punitive damages.

91. Plaintiffs have suffered damages as a result.

Count Four
Money Had and Received

92. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

93. “Money had and received is a claim for restitution in circumstances in which ‘the defendant has obtained possession of money which, in equity and good conscience, [the defendant] ought not to be allowed to retain.’” *Aleti v. Metro. Baltimore, LLC*, 251 Md. App. 482, 514 (2021), *aff’d*, 479 Md. 696, 279 A.3d 905 (2022), *quoting* (*Bourgeois v. Live Nation Entertainment, Inc.*, 430 Md. 14, 46 (2013)).

94. Defendants assessed, collected, and retained rent payments and other compensation when they were legally prohibited from doing so due to the Properties’ defective licensure status and/or pursuant to dwelling leases that were entered into and/or renewed while the Properties were unlicensed.

95. At all relevant times, Towner Management and Bellevieu-Manchester knew that 342 Bloom Street was unlicensed from January 1, 2019, through August 13, 2019, and from August 14, 2021, to the present.

96. At all relevant times, Towner Management and Walker-Daniels knew that 2100 Madison Avenue was unlicensed from January 1, 2019, to January 2, 2020, and from December 9, 2021, to the present.

97. By assessing, collecting and retaining rent for these unlicensed periods pursuant to leases that were entered into and/or renewed, Defendants have come into the possession of money in the form of rent payments and other compensation which they had and have no legal right to retain.

98. Plaintiffs were provided less than they had bargained for in their leases and it is inequitable for Defendants to retain any such monies to which they have no legal right.

99. Plaintiffs have suffered damages as a result.

Count Five
Maryland Declaratory Judgment Act
Md. Code Ann., Cts. & Jud. Proc. Art., § 3-409 *et seq.*

100. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

101. This Court may grant a declaratory judgment or decree in a civil case, if it will terminate the uncertainty or controversy giving rise to the proceeding, and if:

- (1) An actual controversy exists between contending parties;
- (2) Antagonistic claims are present between the parties involved which indicate imminent and inevitable litigation; or
- (3) A party asserts a legal relation, status, right, or privilege and this is challenged or denied by an adversary party, who also has or asserts a concrete interest in it. Md. Code Ann., Cts. & Jud. Proc., § 3-409(a).

102. An actual controversy exists between Plaintiffs and Defendants—namely, that Defendants are seeking rent on dangerous, unlicensed housing from Plaintiffs.

103. Antagonistic claims exist between Plaintiffs and Defendants—namely, Plaintiffs have already complained about the conditions to public officials, and many have filed affirmative rent-escrow actions against Defendants.

104. Plaintiffs and Defendants have asserted a shared legal interest—namely, in the Properties and the associated rent.

105. A declaratory judgment that states the Defendants' demand, collection and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated Art. 13 § 5-4 of the Baltimore City Code, will alleviate all uncertainty in this proceeding.

106. A declaratory judgment that states the Defendants' demand, collection and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated the Maryland Consumer Protection Act, Md. Code Ann., § 13-101 *et seq.*, will alleviate all uncertainty in this proceeding.

107. A declaratory judgment that states the Defendants' demand, collection and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated the Maryland Consumer Debt Collection Act, Md. Code Ann., Comm. § 14-201 *et seq.*, will alleviate all uncertainty in this proceeding.

108. A declaratory judgment that states the Defendants' demand, collection and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated the common law action for money had and received, will alleviate all uncertainty in this proceeding.

VII.

PRAYER FOR RELIEF

109. WHEREFORE, Plaintiffs pray that this Court:

a. For violation of the Maryland Consumer Protection Act, Com. Law Art. § 13-101, *et seq.*, award Plaintiffs

1. Actual Damages according to proof;

a. For Plaintiff Little and Plaintiff Jackson, all rent and other compensation paid during the unlicensed period to date, under the amount of \$75,000.

b. For Plaintiff Dorsey, all rent and other compensation paid during the unlicensed period to date, under the amount of \$75,000.

- c. For Plaintiff Williams, all rent and other compensation paid during the unlicensed period to date, under the amount of \$75,000.
 - d. For Plaintiff Johnson, all rent and other compensation paid during the unlicensed period to date, under the amount of \$75,000.
 - e. For Plaintiff Hires, all rent and other compensation paid during the unlicensed period to date, under the amount of \$75,000.
 2. Attorney fees, prejudgment and post-judgement interest, and costs; and
 3. Such other relief as the Court deems proper.
- b. For violation of the Maryland Consumer Debt Collection Act, Com. Law Art. § 14-201, *et. seq.*, award Plaintiffs
 1. Actual Damages according to proof;
 2. Damages for emotional distress and mental anguish
 - a. For Plaintiff Little damages for emotional distress and mental anguish in excess of \$75,000.
 - b. For Plaintiff Jackson damages for emotional distress and mental anguish in excess of \$75,000.
 - c. For Plaintiff Dorsey damages for emotional distress and mental anguish in excess of \$75,000.
 - d. For Plaintiff Williams damages for emotional distress and mental anguish in excess of \$75,000.
 - e. For Plaintiff Johnson damages for emotional distress and mental anguish in excess of \$75,000.

- f. For Plaintiff Hires damages for emotional distress and mental anguish in excess of \$75,000; and
 3. Such other relief as the Court deems proper.
- c. For Fraud and Deceit, award each Plaintiff
 1. Compensatory Damages according to proof;
 2. Punitive Damages according to proof in excess of \$75,000;
 3. Attorney fees, prejudgment and post-judgement interest and costs; and
 4. Such other relief as the Court deems proper.
- d. For Money had and Received, award each Plaintiff
 1. Actual Damages in an amount equal to all amounts paid by Plaintiffs for rent and other compensation for the period during which the Properties were unlicensed or pursuant to leases that were entered into and/or renewed during such unlicensed periods; and
 2. Such other relief as the Court deems proper.
- e. For the Maryland Declaratory Judgment Act, Md. Code Ann., Cts. & Jud. Proc. Art., § 3-409, *et., seq.*
 1. Enter a declaration that Walker Daniels and Bellevieu-Manchester's demand, collection and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated Art. 13 § 5-4 of the Baltimore City Code.
 2. Enter a declaration that Towner Management's demand, collection and retention of rent and other compensation during the period when 2100

Madison Avenue and 342 Bloom Street were unlicensed, violated Art. 13 § 5-4 of the Baltimore City Code.

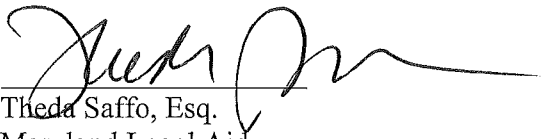
3. Enter a declaration that Walker Daniels and Bellevieu-Manchester's demand, collection, and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated the Maryland Consumer Protection Act, Md. Code Ann., Com. Law Art. § 13-101 *et seq.*
4. Enter a declaration that Towner Management's demand, collection, and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated the Maryland Consumer Protection Act, Md. Code Ann., Com. Law Art. § 13-101 *et seq.*
5. Enter a declaration that Walker Daniels and Bellevieu-Manchester's demand, collection, and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law Art. § 14-201 *et seq.*
6. Enter a declaration that Towner Management's demand, collection, and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law Art. § 14-201 *et seq.*

7. Enter a declaration that Walker Daniels and Bellevieu-Manchester's demand, collection and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated the common law action for money had and received.
8. Enter a declaration that Towner Management's demand, collection and retention of rent and other compensation during the period when 2100 Madison Avenue and 342 Bloom Street were unlicensed, violated the common law action for money had and received.

JURY DEMAND

Plaintiffs hereby demand a trial by jury of all issues so triable as of right.

Dated: August 23, 2023



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