

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

EQUAL RIGHTS CENTER
820 First St. NE, Suite LL160
Washington, D.C. 20002

Plaintiff,

v.

HARRINGTON HOUSING INC.
561 Sherbourne Street
Toronto, Canada M4X 0A1

Defendant.

Case No. _____

COMPLAINT FOR DECLARATORY JUDGMENT, INJUNCTIVE RELIEF,
AND MONETARY DAMAGES

Defendant Harrington Housing Inc. (“Harrington Housing” or “Harrington”) markets itself as offering “a unique and upscale co-living experience in the hub of major cities around the world all at less than the market rate.” There is one catch – Harrington only makes that affordable housing available for students and young professionals, and further restricts families and persons with disabilities from accessing their desired units.

In the District of Columbia, the affordable housing crisis has left thousands of D.C. residents struggling to find safe and affordable housing. As the number of affordable rental homes decreases, older residents, residents with disabilities, and residents with families, particularly with young children, are among the most vulnerable. It is illegal to discriminate against these protected classes under D.C. law, yet citywide housing providers like Harrington discriminate against these groups flagrantly.

The Equal Rights Center (“ERC”) brings this action against Harrington to challenge Harrington’s unlawful discrimination on the basis of age, familial status, disability and sex in

D.C. Defendant's conduct constitutes unlawful housing discrimination in violation of the D.C. Human Rights Act ("DCHRA"), and the D.C. Consumer Protection Procedures Act ("DCCPPA").

NATURE OF THIS ACTION

1. This is a civil rights action under the DCHRA, D.C. Code §§ 2-1401.01, *et seq.*, as well as related claims under the DCCPPA, D.C. Code §§ 28-3901 *et seq.*, for declaratory, injunctive, and monetary relief.
2. Defendant, housing provider and operator of an online platform that connects prospective tenants with housing in the District of Columbia ("D.C." or "the District"), has engaged in unlawful discrimination in violation of the DCHRA by refusing to lease rental units on the basis of age, familial status, disability and sex. By violating the DCHRA in the context of a consumer transaction, Defendant further violated the DCCPPA. *District of Columbia v. Evolve, LLC*, 2020 D.C. Super. LEXIS 6, *12 (D.C. Super. Ct. Feb. 25, 2020).
3. Defendant has implemented a policy or practice of refusing to rent units on the basis of age, familial status, disability and sex.
4. Defendant's agent and/or employee told the ERC's fair housing tester that it only accepts "students and young professionals between the ages of 18-35."
5. Defendant's agent and/or employee told the ERC's fair housing tester that Harrington does not accept tenants with children at its properties.
6. Defendant's agent and/or employee told the ERC's fair housing tester that Harrington does not permit disabled tenants with assistance animals to rent certain units at its properties.
7. Defendant has advertised housing as being available to renters of only one sex.

8. Under the DCHRA, it is unlawful to discriminate in housing based on one's actual or perceived age, familial status, disability and sex. D.C. Code §§ 2-1402.21(a).

Defendant's policy or practice of discrimination facially violates the DCHRA.

9. Under the DCCPPA, it is a violation of law "for any person to engage in an unfair or deceptive trade practice[.]" D.C. Code § 28-3904. Trade practices arising in the context of landlord-tenant relations are subject to the law and may be vindicated by both consumers, on behalf of themselves, and non-profit organizations, on behalf of themselves and the general public. D.C. Code §§ 28-3905(k)(1)(A) – (C), (6). D.C. courts have held that a violation of another D.C. law, including the DCHRA, in the consumer context, constitutes a violation of the DCCPPA. *See, e.g., Dist. Cablevision Ltd. P'shp v. Bassin*, 828 A.2d 714, 723 (D.C. 2003) ("Trade practices that violate other laws, including the common law, also fall within the purview of the CPPA."). By discriminating on the basis of age, familial status, disability and sex in violation of the DCHRA, Defendant engaged in an unfair trade practice in violation of the DCCPPA.

10. Defendant's discrimination has harmed, and continues to harm, the ERC because it frustrated the ERC's mission to end discrimination in the District and led the ERC to redirect significant resources away from its day-to-day activities to address Defendant's discriminatory acts. The ERC has committed, is committing, and will continue to commit, scarce resources to counteract the effects of Defendant's discrimination against prospective tenants, and to prevent the recurrence of discrimination against members of protected groups in the future. These resources, by necessity, are diverted away from the ERC's regular activities, further injuring the ERC.

11. Accordingly, the ERC brings this action to vindicate its civil rights, and the civil rights of those it represents, under the DCHRA, to vindicate consumer protection rights under the DCCPPA, and to obtain an injunction and damages—including statutory and treble damages under the DCCPPA—to remedy those injuries.

PARTIES

12. **Plaintiff Equal Rights Center** is a national non-profit civil rights membership corporation organized under the laws of D.C. Its principal place of business is 820 First Street NE, Suite LL160, Washington, D.C. 20002. The ERC's mission is to eliminate discrimination in housing, employment, and public accommodations based on race and other protected classes covered by federal, state, and local anti-discrimination laws, including the FHA and DCHRA. The ERC is the only private fair housing organization dedicated to serving the entire greater Washington, D.C. region. It is committed to assisting individuals in the area who believe they have experienced housing discrimination or who need assistance with preparing and/or submitting requests for reasonable accommodations and modifications. The ERC's various programs and activities provide guidance and information on civil rights to the community, as well as assistance to members of classes protected under federal, state, and local laws who face discrimination.

13. **Defendant Harrington Housing** is a housing provider organized in Toronto, Canada who does business in Washington, D.C. Harrington Housing advertises available apartments in U.S. cities including New York City, NY, Washington, D.C., Miami, FL, Boston, MA, Chicago, IL, Flint, MI, and Austin, TX, and other international cities.

14. Harrington Housing states that it was “founded on the dream to make those out of reach, luxurious highrise apartments in global cities, accessible to students and young professionals.”

JURISDICTION AND VENUE

15. This Court has jurisdiction over this action pursuant to D.C. Code § 11-921.

16. This Court has jurisdiction over Defendant pursuant to D.C. Code § 13-423 because Defendant transacts business and manages real property in the District of Columbia. The discriminatory conduct at issue in this litigation arises out of these business activities.

FACTUAL BACKGROUND

A. The Affordable Housing Crisis in Washington D.C.

17. Washington D.C. is in the throes of an affordable housing crisis, with the average rent rising around 30% between 2015 and 2022.¹

18. With growing development in the District, long-time residents and larger families are left at risk of eviction and homelessness.²

19. It is increasingly difficult for a household with a single earner to afford a home large enough to accommodate a family. For example, in 2021, in order to afford a two-bedroom apartment at fair market rent, a household must earn \$70,600 per year.³ However, in 2021, the average per capita income in the District was \$63,793 per year.⁴

¹ Marissa J. Lang, “D.C. development has soared under Bowser. So have housing costs.” Washington Post, June 16, 2022, <https://www.washingtonpost.com/dc-md-va/2022/06/16/dc-housing-muriel-bowser-affordability/> (“The average rent in the District has risen from around \$1,700 in 2015 to around \$2,200 by the start of this year, according to a Post analysis of Zillow data.”) (last accessed April 10, 2023)

² Affordable Housing & Ending Homelessness, D.C. Fiscal Policy Institute https://www.dcfpi.org/issue-areas/affordable-housing/?_sft_issue=featured (last accessed April 10, 2023).

³ Out of Reach 2021: Washington D.C., National Low Income Housing Coalition <https://reports.nlihc.org/sites/default/files/oor/files/reports/state/dc-2021-oor.pdf> (last accessed April 10, 2023).

⁴ QuickFacts Washington D.C., U.S. Census Bureau <https://www.census.gov/quickfacts/fact/table/washingtoncitydistrictofcolumbia,DC,US/INC910220> (last accessed April 10, 2023).

20. Further, of the families with incomes below the poverty level in the District in 2022, over 70% have children.⁵

21. The affordable housing crisis has hit older residents of the District particularly hard; over 85% of D.C. seniors live at or below the federal poverty level.⁶ These low-income older adults are more likely to be women and Black.⁷

22. Additionally, older residents of the District who rent their homes tend to have lower incomes and higher household expenses.⁸

23. Likewise, individuals with disabilities in the District are more likely to struggle to find affordable housing; nearly 35% of adults with a disability live below the federal poverty level.⁹

B. Defendant' Rental Operations

24. Defendant owns, leases, operates, controls, supervises, and/or manages, either directly or indirectly through parent-subsidary or other business affiliations, several residential apartments in Washington D.C.

25. As a housing provider, Defendant is required to comply with anti-discrimination laws, including the DCHRA, as well as the DCCPPA.

26. Through its website, Defendant offers rentals throughout the District.

⁵ Housholds/Income Data for City: District of Columbia, DC Health Matters <https://www.dchealthmatters.org/demographicdata?id=130951> (last accessed April 10, 2023).

⁶ The State of Older Adults in the District of Columbia: Getting to Know D.C.'s Older Adults, The Office of the Budget Director Council of the District of Columbia, at 21 <https://static1.squarespace.com/static/5bbd09f3d74562c7f0e4bb10/t/5f91dbfcf4433c22bbc35756/1603394563391/The+State+of+Older+Adults+in+the+District+of+Columbia.pdf> (last accessed April 10, 2023).

⁷ *Id.* at 22.

⁸ *Id.* at 28.

⁹ Persons with Disability Living in Poverty (5-year), DC Health Matters <https://www.dchealthmatters.org/indicators/index/view?indicatorId=6553&localeId=130951> (last accessed February 28, 2023)

27. Each room is fully furnished with bed linens and comes with a large screen Smart TV with streaming subscriptions and high-speed internet.

28. Defendant advertises the apartments it rents as being in “luxurious highrise buildings with high-end amenities such as a fitness center, rooftop terrace, and concierge.”

29. Defendant advertises its apartments as affordable to interns, students, and young professionals.

30. Defendant advertises its apartments as “beautifully furnished rooms less than the market rent” and provides a rent comparison as follows:

Price Chart - Furnished Private Rooms at Downtown Locations (local currencies)

CITY	Market Rate*	Harrington	Other Co-living	Student Residence
Manhattan, NY	\$2,180	\$1,480	\$2,670	\$3,040
Downtown Toronto	\$1,180	\$880	\$1,425	\$1,839
Central London	£1,015	£740	£1,350	£1,560
Washington, DC	\$1,485	\$880	\$1,850	\$1,780
Flint, Michigan	\$440	\$290	N/A	\$800

31. Harrington Housing provides tenants with a Short Term Co-Living Agreement License to Occupy (“License”).

32. The License functions as a lease between tenants and Harrington.

33. Defendant does not operate short-term rental properties. Although Defendant advertises its pricing by the week, its advertised rental units in the District require a three- to five-month minimum lease.

C. The ERC’s Mission, Discovery of Defendant’s Discriminatory Policies, and Testing

34. The ERC’s mission is to identify and eliminate discrimination in the Washington, D.C. metro area, including the District. Specifically, it is dedicated to promoting equal opportunity in the provision of housing, employment, and public accommodations. In connection with its multi-disciplinary Fair Housing Program dedicated to advancing equal housing opportunities in the District, the ERC conducts and participates in programs to educate both consumers and the real estate industry about their rights and obligations under federal, state, and local fair housing laws. In addition, the ERC has grants from the U.S. Department of Housing and Urban Development (“HUD”) to conduct fair housing related education and outreach.

35. On or about September of 2021, the ERC attended a D.C. Office of the Attorney General meeting of housing advocates. At that meeting, a housing organization expressed concerns that Harrington had taken the position that it was exempt from the COVID-19 eviction moratorium because it is not a housing provider.

36. Upon learning of this position taken by Harrington, the ERC was concerned that a housing provider claiming exemption from certain laws covering housing providers could indicate that such provider was also failing to comply with other District legal requirements applicable to housing providers, including anti-discrimination laws.

37. The ERC proceeded to conduct an investigation in which it used a fair housing tester to ascertain whether Defendant was complying with District anti-discrimination laws governing housing providers.

38. On March 31, 2022, the ERC conducted a test consisting of a fair housing tester contacting Harrington inquiring about the availability of housing for a tenant who was a college student with a young child.

39. The representative who answered the fair housing tester's phone call was named Lucy. Lucy responded to the tester and presented herself as acting on behalf of Harrington and its owners. In response to inquiries about the availability of housing for a tenant with children, Lucy stated that the tester would most likely be "matchable" only for a studio (i.e., non-shared) apartment, which the representative confirmed are more expensive than shared apartments. Lucy stated that the baby "makes things difficult in shared housing." Lucy went on to say that she would not want others to "harass" the tester with her baby in shared housing.

40. Lucy instructed the tester to contact the booking team via email to explain her situation. The tester emailed booking@harringtonhousing.com on March 31, 2022 explaining that she was "really in a bind here" because "[t]he housing I had planned for the upcoming academic year (starting in August for the fall semester) fell through[.]" The tester asked about her options for renting, explaining that "[m]y baby and I share a bedroom, of course, and I am fine with a shared apartment if one is available, especially since those seem like they are more within my budget."

41. The Harrington Booking Team responded to the tester's email in April 3, 2022 stating:

Thanks for your interest

Our apartments are generally 3 or 4 bedroom apartments with different room types. **We only accept students and young professionals between the ages of 18-35.** I totally understand you but we are unable to accept your requests. I don't think our current tenants will accept this as we usually provide accommodation for students. I hope you find a better place for you and your baby. Thanks for your understanding.

Best regards
Harrington Housing

(emphasis added).

42. Defendant has a policy or practice of refusing to rent to people who are over 35 years old and people with children.

43. On August 26, 2022, the ERC conducted a test consisting of a fair housing tester contacting Harrington inquiring about the availability of housing for a tenant who was visually impaired with a service dog who has been individually trained as a guide dog.

44. The individual who answered the fair housing tester's call was named Lucy. Lucy responded to the tester and presented herself as acting on behalf of Harrington and its owners. In response to the tester's inquiry about the availability of housing for a visually impaired tenant with a guide dog, Lucy stated that pets are not permitted in shared apartments, only in private or studio apartments. Because the tester informed Lucy she was seeking housing for the spring, Lucy directed the tester to call back in January to determine whether a private apartment was available.

45. On February 18, 2022, the ERC conducted a test consisting of a fair housing tester contacting Harrington inquiring about the availability of housing for a tenant with an emotional support animal.

46. The individual who answered the fair housing tester's call was named Lucy. Lucy responded to the tester and presented herself as acting on behalf of Harrington and its owners. In response to the tester's inquiry about the availability of housing for a tenant with an emotional support animal, Lucy stated that animals are only allowed in private apartments, even in shared units, and that if an animal is permitted, there would be a "special deposit."

47. Lucy directed the fair housing tester to email the booking team before making a booking. On March 2, 2022, the tester emailed booking@harringtonhousing.com explaining that she has an emotional support animal and that "when I spoke with Lucy recently, she told me that I should not book until I had checked with you all. I had told Lucy that I was interested in either a shared apartment or private apartment, but she said that animals are not allowed in a shared apartment." The tester asked "Will I need to look for an entire apartment? I'm also wondering about what kind of documentation I will need and whether there will be any deposit or fee."

48. The Harrington Booking Team responded to the tester's email on March 3, 2022 stating:

The average personal space afforded to each guest is not enough for the safe and humane keeping of any animals (whether they are small or big).

For the prevention of harm to animals (due to confinement or neglect by the tenant) and for the safety of tenants who may have allergies, animals cannot be kept in personal bedrooms or the common areas of the residence

Our apartments are generally 3 or 4 bedroom apartments with different room types. Each room is for one person and private. We do not provide a room to be shared for 2 persons.

49. The fair housing tester responded on March 4, 2022 clarifying that “I would be renting the room on my own – not for two people.” She also explained that her “ESA is required due to a mental health disability” and that she has “documentation from my therapist.” She then asked “If I were to provide a copy of that documentation, would it be possible for there to be an exception? Like I said, I am interested in either the shared or an entire apartment/studio if one were available.”

50. Harrington did not respond to the fair housing tester’s question, and instead on March 5, 2022, and again on March 7, 2022 sent a perfunctory, automated response with information about the Spring Valley neighborhood.

51. Defendant has a policy or practice of refusing to rent to disabled individuals with assistance animals.

52. Defendant also advertises units for rent as “Female Only” or “Male Only”.

53. Defendant states on the “FAQ” section of its website that “We have all-female, all-male, and mixed apartments, based on availability at the time of booking. During the booking process kindly let us know your preference and we will do our best to accommodate it.”

54. Defendant has a policy or practice of refusing to rent certain units to male or female applicants.

55. Through its investigation, the ERC found that Defendant has a policy or practice of refusing to rent to people who are over 35 years old, people with children, people with disabilities, and a policy of refusing to rent certain units to male or female applicants.

56. This policy or practice discriminates against prospective renters on the basis of age, familial status, disability and sex and violates the DCHRA, D.C. Code § 2-1402.21(a)(1).

57. During the ERC's tests, Defendant expressed their policy or practice by making statements to the ERC fair housing tester evidencing Defendant's intent to exclude and discriminate against prospective renters on the basis of age, familial status, disability and sex, in violation of the DCHRA, D.C. Code § 2-1402.21(a)(5).

58. Upon information and belief, Defendant designed, participated in, supervised, controlled, approved and/or ratified the discriminatory policy or practice described above. As a result, Defendant is liable for the unlawful conduct described herein.

59. By its acts, policies, and practices, Defendant refused to rent to people who are over 35 years old, people with children, and people with disabilities, and refused to rent certain units to male or female applicants. In so doing, Defendant unlawfully discriminated against renters in the District based on their age, familial status, disability and sex. Defendant also committed violations of consumer protection law.

60. Defendant acted intentionally and willfully, and with callous and reckless disregard for the statutorily-protected rights of renters to be free from discrimination.

HARM TO THE ERC AND THE COMMUNITY IT SERVES

61. Defendant's unlawful discrimination has harmed the ERC and the communities that it serves by (i) frustrating the ERC's mission of eliminating discrimination against members of statutorily-protected classes, and (ii) causing it to divert and redirect scarce resources to counteract Defendant's unlawful discrimination.

62. Defendant's refusal to rent to people who are over 35 years old, people with children, and people with disabilities, and its refusal to rent certain units to male or female applicants thwarted the ERC's mission to eliminate discrimination against members of statutorily-protected classes.

63. To counteract Defendants' conduct, the ERC conducted outreach to possibly aggrieved individuals taking the following steps:

a. The ERC created a postcard that educates homeseekers seeking shorter-term rental housing about Harrington Housing's discriminatory policies and practices and about fair housing protections so that homeseekers are better able to identify possible discrimination and know how to contact the ERC for further fair housing counseling and assistance.

b. The ERC mailed the postcard created in 63(a) to residents in D.C. properties where Harrington Housing operates in order to educate residents about these discriminatory policies and practices and about fair housing protections so that they are better able to identify possible discrimination and know how to obtain fair housing counseling and assistance.

c. Using the postcard created in 63(a), the ERC published posts on the "sublets / temporary" section of Craigslist about fair housing protections. The purpose of the posts were to educate people seeking shorter-term rental housing in the District of Columbia about their fair housing rights. The posts informed individuals how they can obtain fair housing counseling and assistance.

64. The ERC also undertook steps to educate social service providers and government entities about the discrimination it uncovered by Harrington Housing by taking the following steps:

a. The ERC contacted the District of Columbia Office of the Tenant Advocate to notify the agency of Harrington Housing's discriminatory policies and practices, share the postcard created in 63(a), and offer to provide training to staff so that

they are better able to identify discrimination and make referrals to the ERC if they encounter similar practices.

b. The ERC sent an email to notify various non-profit legal organizations in D.C. who assist individuals who allege that they have experienced housing discrimination providers of Harrington Housing's discriminatory policies and practices, share the postcard created in 63(a), and offer to provide training to staff so that they are better able to identify discrimination and make referrals to the ERC if they encounter similar practices.

c. The ERC sent an email to various non-profit organizations in D.C. who assist individuals with housing searches to notify them of Harrington Housing's discriminatory policies and practices, share the postcard created in 63(a), and offer to provide training to staff so that they are better able to identify discrimination and make referrals to the ERC if they encounter similar practices.

d. The ERC sent an email to various non-profit organizations in D.C. who provide resources and advocacy to individuals with disabilities to notify them of Harrington Housing's discriminatory policies and practices, share the postcard created in 63(a), and offer to provide training to staff so that they are better able to identify discrimination and make referrals to the ERC if they encounter similar practices.

65. The ERC also undertook steps to educate local universities about the discrimination it uncovered by Harrington Housing by taking the following steps:

a. The ERC emailed area universities and colleges to notify them of Harrington Housing's discriminatory policies and practices, share the postcard created in

63(a), and offer to provide training to staff so that they are better able to identify discrimination and make referrals to the ERC if they encounter similar practices.

b. The ERC reached out to student affinity groups at area universities and colleges, such as international student associations, groups for students with disabilities, and groups for students who are parenting, to notify them of Harrington Housing's discriminatory policies and practices, share the postcard created in 63(a), and provide education so that individuals are better able to identify possible discrimination and know how to contact the ERC for further fair housing counseling and assistance.

66. In addition, the ERC notified its members of the discrimination it uncovered at Harrington Housing by taking the following steps:

a. The ERC drafted and published a blog post regarding shorter-term rental housing and fair housing rights. The blog post educated the ERC members about Harrington Housing's discriminatory policies and practices and about fair housing law's applicability to nontraditional housing.

b. The ERC emailed its members to notify them of this practice. The email included a link to the blog and shared the postcard created in 63(a) so that members are informed about their fair housing rights.

67. The efforts described above are examples of the efforts the ERC had to take to address Defendant's discriminatory practice. These efforts are beyond those the ERC normally expends.

68. If Defendant's discriminatory conduct had not required the ERC to divert its scarce resources to investigating and counteracting the specific discriminatory practice adopted by Defendant, the ERC would have been able to use its limited resources toward other activities,

including: (1) completing deliverables and reporting under the organization’s HUD grants; (2) completing new HUD grant applications; (3) conducting client advocacy, including consulting with and advising staff regarding intakes and providing assistance to complainants; (4) onboarding a new staff member; (5) development and deployment of materials for a webinar for ERC corporate clients; and (6) development and deployment of an education and outreach project for Fairfax County, Virginia.

69. As a result, the ERC was directly harmed and injured by Defendant’s unlawful and discriminatory policies and practices.

COUNT I

Age Discrimination in Violation of the D.C. Human Rights Act

70. Plaintiff re-alleges and incorporates herein by reference the allegations set forth in the paragraphs above.

71. Defendant’s policy or practice of refusing to rent to individuals over 35 years old violates the DCHRA because it subjects prospective renters to discrimination on the basis of their age. Under the DCHRA, it is an “unlawful discriminatory practice” to “refuse or fail to initiate or conduct any transaction in real property” if such a practice is “wholly or partially . . . based on the actual or perceived . . . age. . . of any individual.” D.C. Code § 2-1402.21(a)(1).

72. It is also unlawful to make any “statement . . . with respect to a transaction, or proposed transaction, in real property, or financing related thereto” that indicates “any preference, limitation, or discrimination based on” the “age . . . of any individual.” D.C. Code § 2-1402.21(a)(5).

73. Defendant's refusal to rent apartments to individuals over 35 years old is unlawful discrimination based on the actual or perceived age of individuals, in violation of D.C. Code § 2-1402.21(a)(1).

74. Defendant's statements that it only rents to individuals between the ages of 18 and 35 is an obvious attempt to deter older renters and additionally constitutes unlawful discrimination. Defendant's statements express an unlawful preference, limitation, and/or discrimination based on the actual or perceived age of individuals, in violation of D.C. Code § 2-1402.21(a)(5).

75. Defendant's discriminatory conduct has frustrated the ERC's mission by subjecting older D.C. residents to unlawful discrimination—the very conduct the ERC actively seeks to eradicate. Additionally, Defendant's actions have caused the ERC to divert time and resources from its planned activities. Accordingly, the ERC has been injured by Defendants' discriminatory conduct and has suffered damages as a result.

76. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered injuries and monetary damages in an amount to be determined at trial.

77. Defendant's conduct was intentional, willful, and made in reckless disregard of the known rights of others.

COUNT II

Familial Status Discrimination in Violation of the D.C. Human Rights Act

78. Plaintiff re-alleges and incorporates herein by reference the allegations set forth in the paragraphs above.

79. Defendant's policy or practice of refusing to rent to individuals with children violates the DCHRA because it subjects prospective renters to discrimination on the basis of

their familial status. Under the DCHRA, it is an “unlawful discriminatory practice” to “refuse or fail to initiate or conduct any transaction in real property” if such a practice is “wholly or partially . . . based on the actual or perceived . . . familial status. . . of any individual.” D.C. Code § 2-1402.21(a)(1).

80. It is also unlawful to make any “statement . . . with respect to a transaction, or proposed transaction, in real property, or financing related thereto” that indicates “any preference, limitation, or discrimination based on” the “familial status. . . of any individual.” D.C. Code § 2-1402.21(a)(5).

81. Defendant’s refusal to rent apartments to individuals with children is unlawful discrimination based on the actual or perceived familial status of individuals, in violation of D.C. Code § 2-1402.21(a)(1).

82. Defendant’s statements that it only rents certain units to individuals without children is an obvious attempt to deter renters with children and additionally constitutes unlawful discrimination. Defendant’s statements express an unlawful preference, limitation, and/or discrimination based on the actual or perceived familial status of individuals, in violation of D.C. Code § 2-1402.21(a)(5).

83. Defendant’s discriminatory conduct has frustrated the ERC’s mission by subjecting D.C. residents with children to unlawful discrimination—the very conduct the ERC actively seeks to eradicate. Additionally, Defendant’s actions have caused the ERC to divert time and resources from its planned activities. Accordingly, the ERC has been injured by Defendant’s discriminatory conduct and has suffered damages as a result.

84. As a direct and proximate result of Defendant’s conduct, Plaintiff has suffered injuries and monetary damages in an amount to be determined at trial.

85. Defendant's conduct was intentional, willful, and made in reckless disregard of the known rights of others.

COUNT III

Disability Discrimination in Violation of the D.C. Human Rights Act

86. Plaintiff re-alleges and incorporates herein by reference the allegations set forth in the paragraphs above.

87. Defendant's policy or practice of refusing to rent to individuals with disabilities violates the DCHRA because it subjects prospective renters to discrimination on the basis of their disability. Under the DCHRA, it is an "unlawful discriminatory practice" to "refuse or fail to initiate or conduct any transaction in real property" if such a practice is "wholly or partially . . . based on the actual or perceived . . . disability. . . of any individual." D.C. Code § 2-1402.21(a)(1).

88. It is also unlawful to make any "statement . . . with respect to a transaction, or proposed transaction, in real property, or financing related thereto" that indicates "any preference, limitation, or discrimination based on" the "disability . . . of any individual." D.C. Code § 2-1402.21(a)(5).

89. Defendant's refusal to rent apartments to disabled individuals with assistance animals is unlawful discrimination based on the actual or perceived disability of individuals, in violation of D.C. Code § 2-1402.21(a)(1).

90. Defendant's statements that it only rents certain units to disabled individuals with assistance animals is an obvious attempt to deter those renters from applying and additionally constitutes unlawful discrimination. Defendant's statements express an unlawful preference,

limitation, and/or discrimination based on the actual or perceived disability of individuals, in violation of D.C. Code § 2-1402.21(a)(5).

91. Defendant’s discriminatory conduct has frustrated the ERC’s mission by subjecting D.C. residents with disabilities to unlawful discrimination—the very conduct the ERC actively seeks to eradicate. Additionally, Defendant’s actions have caused the ERC to divert time and resources from its planned activities. Accordingly, the ERC has been injured by Defendant’s discriminatory conduct and has suffered damages as a result.

92. As a direct and proximate result of Defendant’s conduct, Plaintiff has suffered injuries and monetary damages in an amount to be determined at trial.

93. Defendant’s conduct was intentional, willful, and made in reckless disregard of the known rights of others.

COUNT IV

Sex Discrimination in Violation of the D.C. Human Rights Act

94. Plaintiff re-alleges and incorporates herein by reference the allegations set forth in the paragraphs above.

95. Defendant’s policy or practice of refusing to rent certain units to female or male applicants violates the DCHRA because it subjects prospective renters to discrimination on the basis of their sex. Under the DCHRA, it is an “unlawful discriminatory practice” to “refuse or fail to initiate or conduct any transaction in real property” if such a practice is “wholly or partially . . . based on the actual or perceived . . . sex. . . of any individual.” D.C. Code § 2-1402.21(a)(1).

96. It is also unlawful to make any “statement . . . with respect to a transaction, or proposed transaction, in real property, or financing related thereto” that indicates “any

preference, limitation, or discrimination based on” the “sex. . . of any individual.” D.C. Code § 2-1402.21(a)(5).

97. Defendant’s refusal to rent certain apartments to female or male individuals is unlawful discrimination based on the actual or perceived sex of individuals, in violation of D.C. Code § 2-1402.21(a)(1).

98. Defendant’s statements that it only rents certain units to female or male individuals to students is an obvious attempt to deter individuals of a different sex and additionally constitutes unlawful discrimination. Defendant’s statements express an unlawful preference, limitation, and/or discrimination based on the actual or perceived matriculation of individuals, in violation of D.C. Code § 2-1402.21(a)(5).

99. Defendant’s discriminatory conduct has frustrated the ERC’s mission by subjecting female and male individuals in D.C. to unlawful discrimination—the very conduct the ERC actively seeks to eradicate. Additionally, Defendant’s actions have caused the ERC to divert time and resources from its planned activities. Accordingly, the ERC has been injured by Defendant’s discriminatory conduct and has suffered damages as a result.

100. As a direct and proximate result of Defendant’s conduct, Plaintiff has suffered injuries and monetary damages in an amount to be determined at trial.

101. Defendant’s conduct was intentional, willful, and made in reckless disregard of the known rights of others.

COUNT V

Trade Practices in Violation of the D.C. Consumer Protection Procedures Act (On Behalf of the ERC and the General Public)

102. Plaintiff re-alleges and incorporates herein by reference the allegations set forth above.

103. The purpose of the DCCPPA is to “assure that a just mechanism exists to remedy all improper trade practices.” D.C. Code § 28-3901(b)(1).

104. Under the DCCPPA, it is a violation of law “for any person to engage in an unfair or deceptive trade practice[.]” D.C. Code § 28-3904.

105. “Trade practices that violate other laws . . . fall within the purview of the [DCCPPA].” *Dist. Cablevision Ltd. P’shp v. Bassin*, 828 A.2d 714, 723 (D.C. 2003). Specifically, a violation of the DCHRA in the context of a consumer transaction is a violation of the DCCPPA. *Dist. of Columbia v. Evolve, LLC*, 2020 D.C. Super. LEXIS 6, *12 (D.C. Super. Ct. Feb. 25, 2020) (granting summary judgment to the plaintiff on a DCCPPA claim upon finding that the defendant violated the provisions prohibiting source of income discrimination in the DCHRA).

106. Under the DCCPPA, a trade practice “means any act which does or would create, alter, repair, furnish, make available, provide information about, or, directly or indirectly, solicit or offer for or effectuate, a sale, lease or transfer, of consumer goods or services.” D.C. Code § 28-3901(a)(6). Trade practices arising in the context of landlord-tenant relations are subject to the law. D.C. Code § 28-3905(k)(6).

107. Under the DCCPPA, an action may be brought by a nonprofit organization “on behalf of itself or any of its members, or in any such behalf and on behalf of the general public.” D.C. Code § 28-3905(k)(1)(C).

108. Plaintiff the ERC brings this claim on behalf of itself and on behalf of the general public.

109. Under the DCCPPA, goods and services “means any and all parts of the economic output of society, at any stage or related or necessary point in the economic process, and includes consumer credit, franchises, business opportunities, real estate transactions, and consumer services of all types.” D.C. Code § 28-3901(a)(7).

110. Defendant meets the definition of “merchant” under the DCCPPA as “a person, whether organized or operating for profit . . . who in the ordinary course of business does or would . . . lease (to) . . . either directly or indirectly, consumer goods or services, or a person who in the ordinary course of business does or would supply the goods or services which are or would be the subject matter of a trade practice.” D.C. Code § 28-3901(a)(3).

111. Defendant’s refusal to rent to people who are over 35 years old, people with children and its refusal to rent certain units to people with disabilities and male or female applicants constitute an unfair trade practices in the context of a real estate transaction in violation of the DCCPPA.

112. Further, by violating the DCHRA in the context of a consumer transaction, Defendant violated the DCCPPA.

113. Defendant’s unfair trade practice also frustrated the ERC’s mission of eliminating housing discrimination, discriminated against the ERC’s members, and forced the ERC to divert its scarce resources to address Defendant’s discriminatory conduct.

PRAYER FOR RELIEF

WHEREFORE Plaintiff respectfully request that the Court:

- (a) Enter judgment declaring that Defendant's acts, policies, practices, and statements of willfully refusing to rent apartment units to individuals over 35 years old constitutes age discrimination in violation of the DCHRA, D.C. Code § 2-1402.21 and is a violation of the DCCPPA § 28-3904;
- (b) Enter judgment declaring that Defendant's acts, policies, practices, and statements of willfully refusing to rent apartment units to individuals with children constitutes familial status discrimination in violation of the DCHRA, D.C. Code § 2-1402.21 and is a violation of the DCCPPA § 28-3904;
- (c) Enter judgment declaring that Defendant's acts, policies, practices, and statements of willfully refusing to rent apartment units to disabled individuals with assistance animals constitutes disability discrimination in violation of the DCHRA, D.C. Code § 2-1402.21 and is a violation of the DCCPPA § 28-3904;
- (d) Enter judgment declaring that Defendant's acts, policies, practices, and statements of willfully refusing to rent certain apartment units to male or female applicants constitutes sex discrimination in violation of the DCHRA, D.C. Code § 2-1402.21 and is a violation of the DCCPPA § 28-3904;
- (e) Enter judgment for appropriate permanent injunctive relief, including an order that:
 - 1. Defendant cease its policy or practice of refusing to rent to people who are over 35 years old, people with children, and people with

disabilities and of refusing to rent certain units to male or female applicants and take appropriate, nondiscriminatory measures to accept these individuals as renters;

2. Defendant take affirmative steps to educate itself as to its legal obligations under the DCHRA;
 3. Defendant provide training to its employees and agents, and adequately supervise them to prevent future illegal housing discrimination;
 4. Defendant participate in outreach and education efforts to promote anti-discrimination, including but not limited to, compliance testing;
- (f) Award the ERC monetary damages in an amount to be determined at trial, which amount is greater than \$10,000;
- (g) Award the ERC reasonable attorneys' fees and costs;
- (h) Award the ERC statutory and treble damages pursuant to DCCPPA § 28-3905;
- (i) Award the ERC punitive damages in an amount to be determined at trial;
and
- (j) Grant such other relief as the Court may deem just and proper.

Dated: April 11, 2023

Respectfully submitted,

/s/ Matthew K. Handley
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