

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

EQUAL RIGHTS CENTER

820 First St. NE
Suite LL160
Washington, DC 20002

Plaintiff,

v.

Case No.

ARCHSTONE NORTH CAPITOL HILL 2 LP

c/o CT Corporation System
4040 Wilson Blvd.
Suite 1000
Arlington, VA 22203

AVALONBAY COMMUNITIES, INC.

c/o CT Corporation System
4040 Wilson Blvd.
Suite 1000
Arlington, VA 22203

Defendants.

**COMPLAINT FOR VIOLATIONS OF THE
D.C. CONSUMER PROTECTION PROCEDURES ACT**

Plaintiff Equal Rights Center, by and through undersigned counsel, brings this action against Archstone North Capitol Hill 2 LP (“Archstone”) and AvalonBay Communities, Inc. (“AvalonBay”) for violations of the D.C. Consumer Protections Procedures Act (“CPPA”).

INTRODUCTION

1. The District of Columbia is in a housing crisis: rents are almost 20% higher than the national average, more than 10% of District residents do not have stable housing, and households with children are twice as likely to face housing insecurity. Housing burdens also disproportionately impact households of color, people with disabilities, and elderly residents.

2. Housing vouchers—government subsidies that low- and moderate-income residents can use to pay rent at privately owned properties—are one of the most effective tools to create stability. One form of housing subsidy, the Housing Choice Voucher Program (“HCVP”) gives tenants the flexibility to choose their own apartment on the private market. This flexibility is a critical tool to improve the life and health of District residents. Tenants can use their voucher to choose an apartment where the location, community supports, and amenities best fit their family’s needs.

3. Defendants Archstone and AvalonBay developed, own, and manage AVA NoMa, a 438-unit apartment building located at 55 M Street, NE, Washington, DC 20002. Many District tenants, including voucher holders, want to live at AVA NoMa because it is centrally located, Metro-accessible, close to many highly rated public schools, and has several desirable amenities like in-unit laundry.

4. Because of Defendants’ false advertising, however, many of the building’s units are unavailable to voucher holders. Although Defendants advertise 1-, 2-, and 3-bedroom apartments at AVA NoMa, in 47% of the 1-bedroom units, 50% of the advertised 2-bedroom units, and 100% of the advertised 3-bedroom units, one or more advertised bedrooms do not meet federal or District requirements because they do not have a window.

5. Defendants’ practice of advertising their units this way violates the CPPA in multiple ways: the advertisements misrepresent the number of bedrooms in available apartments, the units as advertised violate the D.C. Housing Code, and Defendants’ actions discriminate against voucher holders in violation of the D.C. Human Rights Act.

6. Plaintiff Equal Rights Center (“ERC”) is a non-profit civil rights organization that seeks to eliminate unlawful and unfair housing discrimination. It brings this action to enjoin Defendants

from continuing to misrepresent their rental units and the resulting discrimination against families who seek to use government subsidies to pay for part of their rent.

JURISDICTION AND VENUE

7. This Court has subject-matter jurisdiction over this action under D.C. Code § 11-921.

8. This Court has personal jurisdiction over Defendants under D.C. Code § 13-422 and 13-423(a) because they do business in the District of Columbia and the injury occurred in the District of Columbia.

9. Venue is proper in this Court because the events giving rise to the claims occurred in the District of Columbia.

PARTIES

10. Plaintiff Equal Rights Center (“ERC”) is a national non-profit civil rights membership corporation organized under the laws of D.C. ERC’s mission is to eliminate discrimination in housing, employment, and public accommodations based on race, source of income, and other protected classes covered by federal, state, and local anti-discrimination laws. ERC is the only private fair housing organization dedicated to serving the entire greater Washington, D.C. region. 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.

11. Defendant AvalonBay Communities, Inc. (“AvalonBay”) is a corporation with its principal place of business in Arlington, Virginia. AvalonBay developed and built Ava Noma at 55 M Street NE. During all relevant times, AvalonBay managed AVA NoMa.

12. Defendant Archstone North Capitol Hill 2 LP (“Archstone”) is a D.C. limited partnership with its principal place of business in Arlington, Virginia and a subsidiary of AvalonBay. During all relevant periods, Archstone owned AVA NoMa.

FACTUAL BACKGROUND

The Housing Choice Voucher Program

13. The Housing Choice Voucher Program (“HCVP”) is a program federally funded through the United States Department of Housing and Urban Development (“HUD”) and locally administered through the D.C. Housing Authority (“DCHA”). The program, which is the successor to the Section 8 Rental Voucher Program, provides rental assistance to eligible low- and moderate-income families and individuals.

14. HCVP is a form of tenant-based rental assistance. Unlike project-based programs where a particular unit or building is subsidized and that subsidy remains with the unit, HCVP approves families for a voucher that they use to find a rental unit in the private rental market. The voucher holder pays a portion of the rent based on their income, and the government pays the rest of the rent directly to the housing provider.

15. Programs like the Housing Choice Voucher Program are critical lifelines for thousands of District residents. Government rental subsidy programs reduce homelessness, crowding, and housing instability. Tenant-based voucher programs, in particular, improve health and increase children’s chances for long-term success because participants have more flexibility to choose where they will live. This creates greater opportunities to live in communities with more resources, greater convenience, and higher paying jobs.

16. Once a family is approved for a voucher, they typically have 120 days to find an apartment and complete the approval process through DCHA. If they are not able to find a qualified rental unit during that time, they risk losing the voucher.

17. DCHA does not approve particular housing providers to participate in the HCVP, but they do maintain a list of owners who have notified the agency that they will participate in the program. Voucher holders can search the list online and are provided with the list of available buildings when they are accepted into the program.

18. After finding an available rental unit, the housing provider and family jointly complete a Request for Tenancy Approval, which is submitted to DCHA. For DCHA to approve the request, the housing provider must be qualified, the specific unit must be eligible, and DCHA must inspect the unit to make sure that it complies with federal and local law.

19. One factor that determines eligibility is whether the rent charged is reasonable. Rent reasonableness compares the rent of the potential voucher-assisted unit to rents for similar unassisted units in the private market. DHCA will not pay more than what is reasonable, considering the location, bedroom size, type and age of unit, and amenities available in the building. DCHA uses a third-party company, AffordableHousing.com, to determine rent reasonableness. DCHA's actual rent reasonableness formula is not public, but renters can use a public version of the website to get a market estimate for the location and room size.

20. DCHA also annually establishes a payment standard, which is the maximum amount of monthly assistance that DCHA will pay the owner on behalf of the tenant family. For Fiscal Year 2025, DCHA's payment standard is up to \$3,762 for a studio, \$3,845 for a 1-bedroom, \$4,327 for a 2-bedroom, and up to \$5,420 for a 3-bedroom.

21. HUD and DCHA have promulgated Housing Quality Standards to ensure that subsidized rental units are decent, safe, and sanitary.

22. To pass HUD's Housing Quality Standards, any room used for sleeping must have a window. Similarly, the D.C. Housing Code requires each bedroom to have a window or other frosted glass that allows in a certain amount of natural light.

23. If a unit does not pass inspection, DCHA will not approve the tenancy, and the family cannot use the voucher for that unit. The family must then try to find another available unit and start the request process again before their voucher expires.

The D.C. Consumer Protection Procedures Act and the D.C. Human Rights Act

24. The D.C. Consumer Protection Procedures Act ("CPPA") is an important tool to protect consumers in the District. The law prohibits unfair or deceptive trade practices in certain consumer transactions, including rental housing, regardless of whether any consumer was actually misled or harmed.

25. The Council enacted the CPPA as a broad consumer statute, intended to "assure that a just mechanism exists to remedy all improper trade practices and deter the continuing use of such practices"; the statute, therefore, is "construed and applied liberally to promote its purpose." D.C. Code § 28-3901(b)(1), (c).

26. The CPPA includes an enumerated list of unfair or deceptive trade practices, but that list is not exclusive. The statute, in accordance with its broad remedial purpose, can be used to enforce trade practices that are unlawful under other statutes and "trade practices that violate other laws,

including the common law, also fall within the purview of the CPPA.” *Dist. Cablevision Ltd. P’shp v. Bassin*, 828 A.2d 714, 723 (D.C. 2003).

27. The D.C. Human Rights Act prohibits discrimination based on source of income, which includes Housing Choice Vouchers. D.C. Code § 42-2851.06.

28. Under the D.C. Human Rights Act, it is an “unlawful discriminatory practice” to “interrupt or terminate, or refuse or fail to initiate or conduct any transaction in real property; or to require different terms for such transaction; or to represent falsely that an interest in real property is not available for transaction” because someone will use a voucher to pay for their rent. D.C. Code § 2-1402.21(a)(1).

29. The D.C. Human Rights Act also prohibits anyone from making a statement or advertisement indicating a “preference, limitation, or discrimination” based on source of income. D.C. Code § 2-1402.21(a)(5).

30. Trade practices that violate the D.C. Human Rights Act are CPPA violations.

31. Under the CPPA, a public interest organization can bring a suit “on behalf of the interests of a consumer or class of consumers” for relief from an unfair trade practice “if the consumer or class could bring an action under subparagraph (A) of this paragraph for relief from such use by such person of such trade practice.” D.C. Code § 28-3905(k)(1)(D).

32. Plaintiff ERC’s mission is to identify and eliminate discrimination, including housing discrimination, in the Washington, D.C. metropolitan area. As part of this mission, one of ERC’s primary purposes is to protect consumers seeking housing in the District from discrimination based on a protected characteristic, including source of income.

33. ERC helps people who have experienced housing discrimination, including helping them file fair housing complaints and independently investigating allegations of housing discrimination. ERC also provides public information and outreach to consumers, including voucher holders, educating them about housing discrimination.

34. ERC brings this claim for relief on behalf of prospective tenants in the District, specifically prospective tenants of AVA NoMa who are participants in the Housing Choice Voucher Program. These prospective tenants could bring this claim in their own right.

Defendants' Unlawful Trade Practices

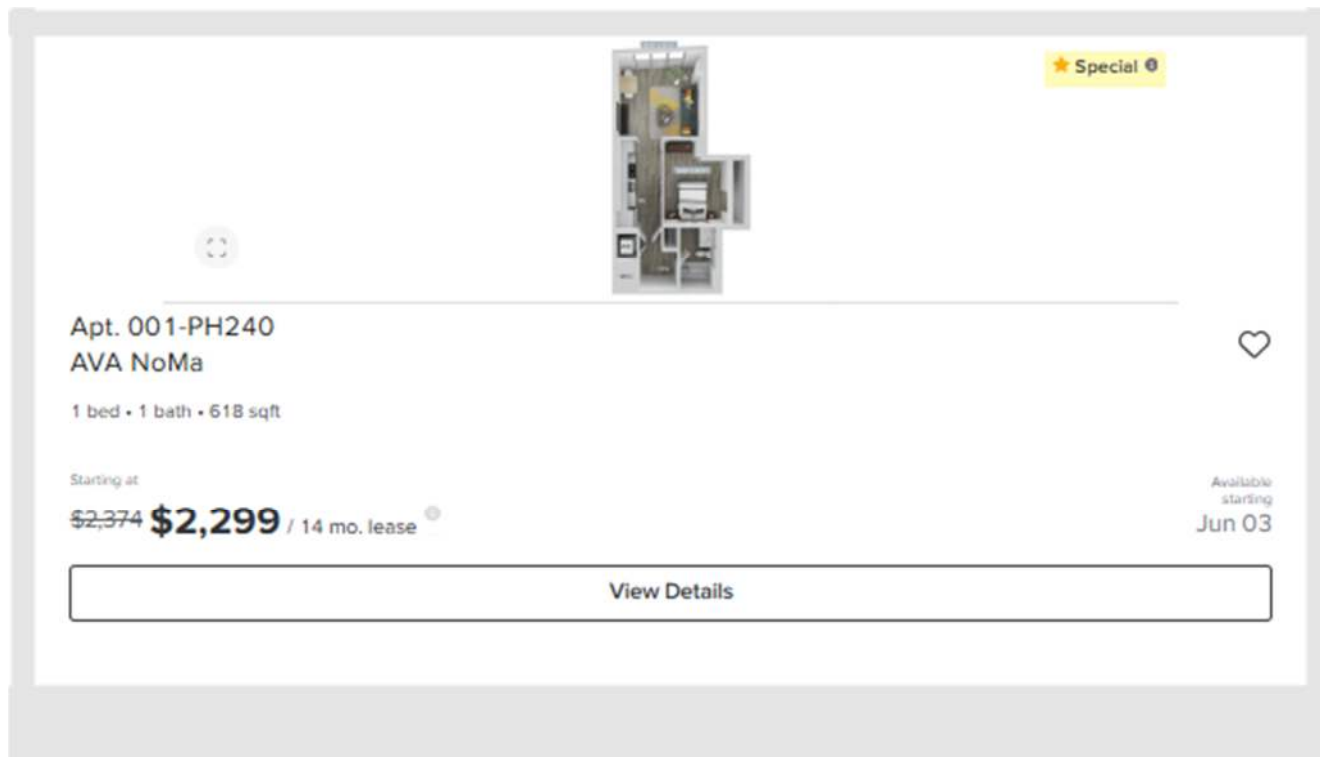
35. In or around 2017, Defendant AvalonBay began advertising “urban-inspired studio, one-, two-, and three-bedroom residential apartments” in the District’s NoMa (North of Massachusetts) neighborhood. Defendant AvalonBay developed AVA NoMa as a “centrally located” building set to become a “highly-connected community.”

36. In or around 2018, residents began moving into AVA NoMa. Defendants advertised AVA NoMa as a 438-unit building with 101 studio, 184 one-bedroom, 96 two-bedroom, and 57 three-bedroom units.

37. Since its opening, Defendants advertisements have misrepresented the number of bedrooms in their units.

38. In 87 out of 184 of Defendants’ advertised 1-bedroom units, the bedroom advertised as a bedroom does not have a window as required by the D.C. Housing Code and HUD HQS.

39. For example, unit 001-PH240 was listed on the AVA NoMa website on June 2, 2025 as a 1-bedroom unit. However, because the room that Defendants advertise as a bedroom does not have a window, this cannot legally be advertised as a 1-bedroom apartment. It is a studio unit.



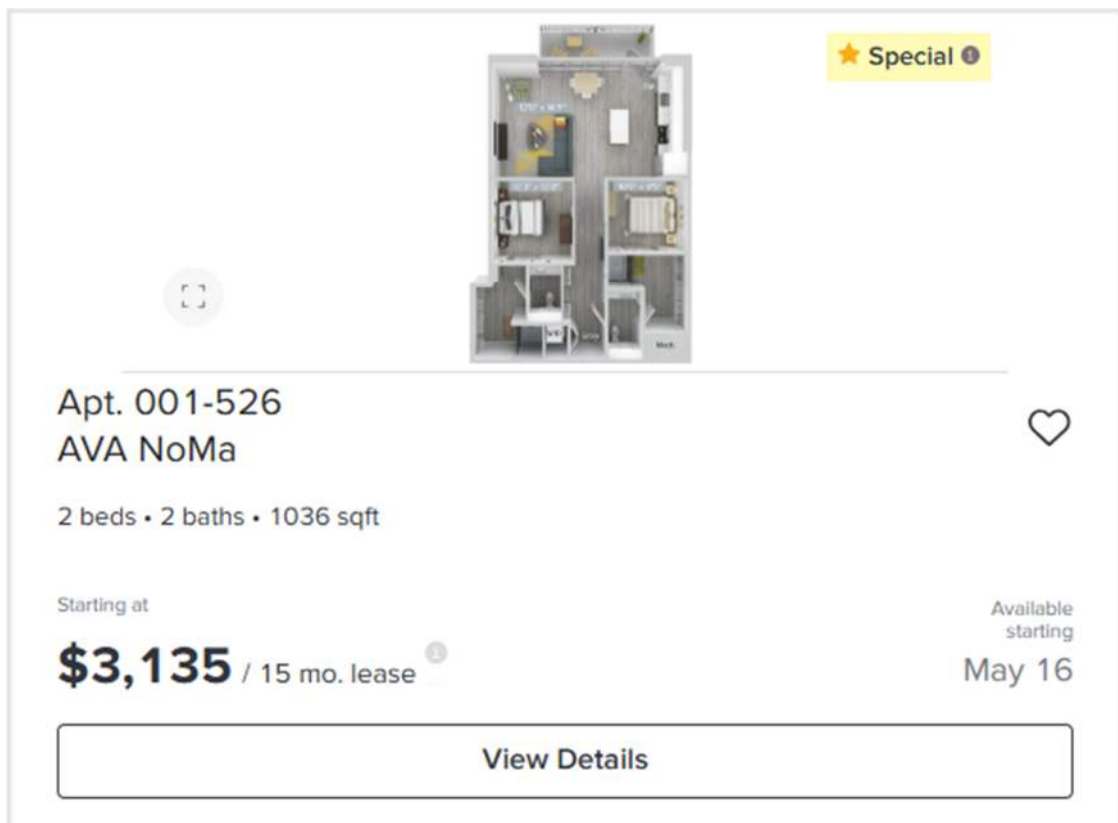
40. Defendants' misrepresentations discriminate against voucher holders. A person not using a housing voucher seeking a 1-bedroom unit could rent unit 001-PH240 or a similar floorplan, despite it not meeting District housing code requirements. A Housing Choice Voucher holder seeking a 1-bedroom unit, however, would not be approved for this unit because it would not pass inspection.

41. Because the advertised bedroom does not have a window, DCHA would only approve this unit as a studio. As a studio, however, DCHA would likely find that \$2,299 is not a reasonable rent

for the unit, especially given that Defendants advertise their studio units for less than \$2,000. All Housing Choice Voucher holders are therefore restricted from renting this unit.

42. Similarly, in 48 of Defendants' advertised 2-bedroom units—50% of the advertised 2-bedroom units—at least one room advertised as a bedroom lacks a window as required by the D.C. Housing Code and HUD HQS.

43. For example, unit 001-526 was listed on the AVA NoMa website on May 15, 2025 as a 2-bedroom unit. However, because neither room that Defendants advertise as a bedroom has a window, this cannot legally be advertised as a 2-bedroom apartment.



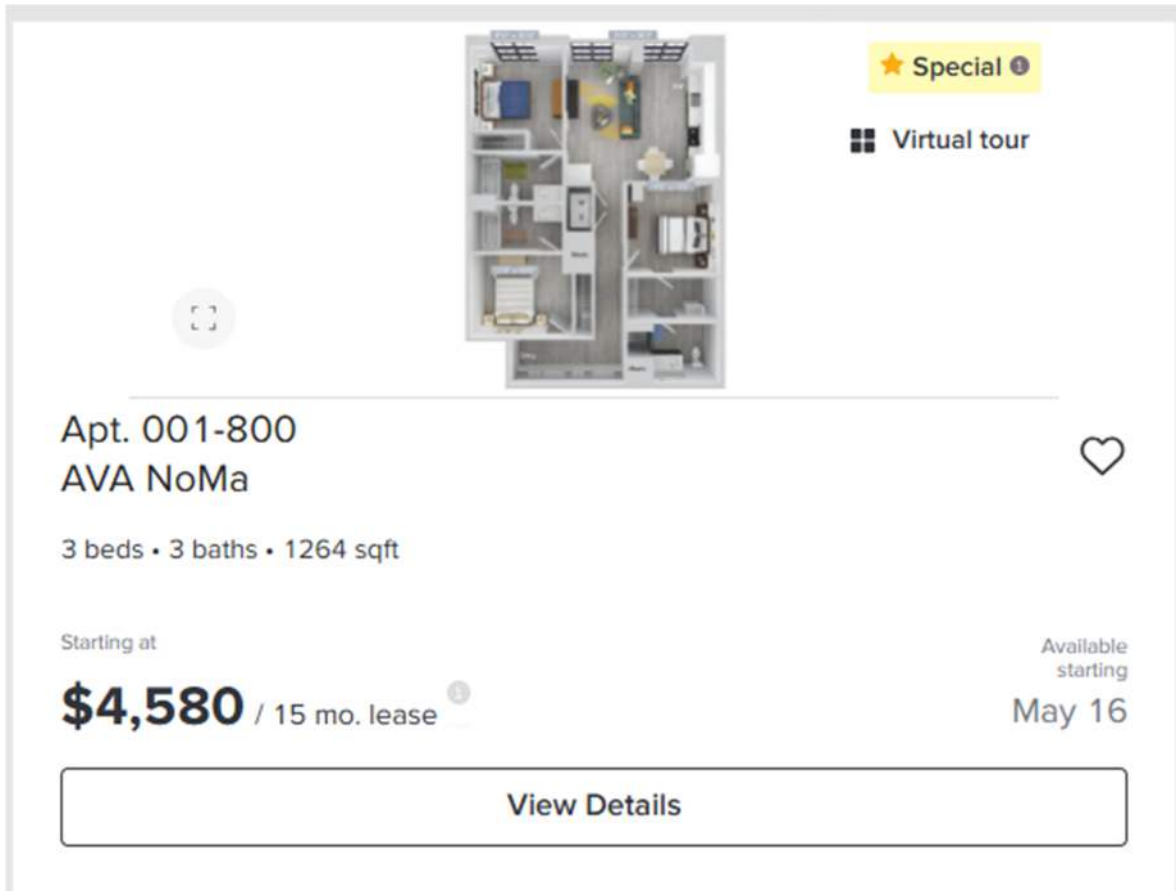
44. Defendants' misrepresentations discriminate against voucher holders. A person not using a housing voucher seeking a 2-bedroom unit could rent unit 001-526 or a similar floorplan, despite

it not meeting District housing code requirements. A Housing Choice Voucher holder seeking a 2-bedroom unit, however, would not be approved for this unit because it would not pass inspection.

45. Because neither of the advertised bedrooms have a window, DCHA would only approve this unit as a studio. As a studio, however, DCHA would likely find that \$3,135 is not a reasonable rent for the unit, especially given that Defendants advertise their “studio” units for less than \$2,000. All Housing Choice Voucher holders are therefore restricted from renting this unit.

46. Likewise, Defendants represent that they have fifty-seven 3-bedroom units, but the building, in fact, does not have any 3-bedroom units because no apartment has 3 sleeping rooms with a window.

47. For example, unit 001-800 was listed on the AVA NoMa website on May 15, 2025 as a 3-bedroom unit, but only one advertised bedroom has a window.



Apt. 001-800
AVA NoMa

3 beds • 3 baths • 1264 sqft


Starting at
\$4,580 / 15 mo. lease

Available starting
May 16

[View Details](#)

48. Because only one of the advertised bedrooms has a window, DCHA would only approve this unit as a 1-bedroom. As a 1-bedroom, however, DCHA would likely find that \$4,580 is not a reasonable rent for the unit. For example, the market estimator for 1-bedrooms in AVA NoMa's zip code is \$2,287. All Housing Choice Voucher holders are therefore restricted from renting this unit.

49. Similarly, unit 001-PH143 was listed on the AVA NoMa website on May 15, 2025 as a 3-bedroom unit, but only 2 of the 3 advertised bedrooms have windows.



Apt. 001-PH143
AVA NoMa

3 beds • 3 baths • 1239 sqft

Starting at
\$4,645 / 13 mo. lease

Available starting
Jun 09

[View Details](#)

50. Because only two of the advertised bedrooms have a window, DCHA would only approve this unit as a 2-bedroom. As a 2-bedroom, however, DCHA would likely find that \$4,645 is not a reasonable rent for the unit. For example, the market estimator for 2-bedrooms in AVA NoMa's zip code is \$3,056. All Housing Choice Voucher holders are therefore restricted from renting this unit.

51. Defendants' misrepresentations discriminate against voucher holders because they treat them differently than people paying their rent without a voucher. A person not using a housing voucher seeking a 3-bedroom unit could rent unit 001-800, 001-PH143, or a similar floorplan, despite it not meeting District housing code requirements. A voucher holder seeking a 3-bedroom

unit, however, would not be approved for any AVA NoMa unit because it would not pass inspection for a 3-bedroom.

52. Defendants know that their false advertisements result in discrimination against voucher holders because voucher holders have applied to rent apartments at AVA NoMa but have been denied because the advertised units do not meet federal and local requirements for bedrooms.

53. Since at least 2020, ERC has worked with several voucher holders who encountered the practices in question and launched its own investigation as a result.

54. Since at least 2020, Defendants have known that their units are improperly categorized, leading to Housing Choice Voucher denials. For example, one individual reported to ERC that in or around November 2020, she applied for an AVA NoMa unit advertised as a 3-bedroom. Once she was approved, however, Defendants told her that the unit for which she was approved would not pass DCHA inspection, and, indeed, that *no* advertised 3-bedroom unit had passed inspection. Despite knowing that their advertisement of 3-bedroom units is misleading and false, Defendants still advertise 3-bedroom units.

55. Similarly, ERC has spoken to other Housing Choice Voucher participants who have been approved for tenancy at AVA NoMa but unable to secure an advertised 3-bedroom unit.

56. After learning about these instances, ERC conducted its own investigation into Defendants' unlawful trade practices, including researching floorplans of the various units and testing at AVA NoMa.

57. On or around April 4, 2025, an ERC tester toured AVA NoMa in person. The tester viewed 1-bedroom and 2-bedroom units and asked a leasing agent whether the 1-bedroom unit they saw that did not have a window would be considered a studio or 1-bedroom unit. The leasing agent

replied that it was a 1-bedroom and that there “is not going to be a window in that one-bedroom.” Similarly, the tester viewed an advertised 2-bedroom unit that had bedrooms without windows.

58. On or around April 24, 2025, an ERC tester called AVA NoMa and inquired about renting a 2- or 3-bedroom unit with a housing voucher. The leasing agent told the tester that the property “accept[s]” vouchers but “when it comes to [DCHA] inspections, our 2-bedrooms and 3-bedrooms aren’t passing due to the inspection” and that “[a] lot of our 2-bedrooms don’t have windows in each bedroom.”

59. Because Defendants know that advertised 2- and 3-bedroom units will not pass DCHA inspection, they tell prospective tenants who are applying with a voucher that they will not be approved for certain 2-bedroom or any 3-bedroom units. Accordingly, Defendants, either directly or indirectly, refuse to rent to applicants with a voucher for certain advertised 2-bedrooms and all advertised 3-bedrooms and/or make statements that unlawfully indicate or attempt unlawfully to indicate a preference for non-voucher holders and/or a limitation on voucher holders renting 2- and 3-bedrooms.

60. Defendants’ trade practices violate the CPPA because they misrepresent the apartments available for rent. Defendants’ trade practices also violate Title 16, which is in turn a violation of the CPPA. Defendants’ trade practices further violate the D.C. Human Rights Act, which is also a violation of the CPPA, because they discriminate against voucher holders.

CLAIM FOR RELIEF

COUNT I – Violations of the CPPA

61. Plaintiff realleges and incorporates by reference all of the allegations set forth above.

62. The District of Columbia Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901 *et seq.* prohibits “any person” from engaging in an unfair or deceptive trade practice, regardless of whether a consumer is actually harmed by the unlawful trade practice.

63. The CPPA prohibits merchants from using unfair and deceptive trade practices in connection with the lease of goods and services to consumers.

64. The lease of a residential housing unit constitutes a “trade practice” of consumer “goods and services” within the meaning of the CPPA, D.C. Code § 28-3901(a)(6), (7).

65. Defendant AvalonBay is a merchant within the meaning of the CPPA, D.C. Code § 28-3901(a)(3), because it, in the ordinary course of its business, directly or indirectly leases real estate.

66. Defendant Archstone is a merchant within the meaning of the CPPA, D.C. Code § 28-3901(a)(3), because, as the property owner, it directly or indirectly provides goods and services related to real estate transactions.

67. District residents who seek to rent at AVA NoMa, including voucher holders, are “consumers” within the meaning of the CPPA, D.C. Code § 28-3901(a)(2), because they are persons who “would lease” goods and services under the CPPA.

68. The CPPA allows consumers and organizations to bring an action to enforce the statute. A public interest organization can, “on behalf of the interests of a consumer or a class of consumers,” bring an action challenging an unfair or deceptive trade practice if the organization has a “nexus to the interests involved of the consumer or class to adequately represent those interests” and the consumer would be able to bring the action themselves. D.C. Code § 28-3905(k)(1)(D).

69. ERC is a public interest organization entitled to bring this action under the CPPA because its mission is to eliminate discrimination in housing, employment, and public accommodations

based on race, source of income, and other protected classes covered by federal, state, and local anti-discrimination laws. ERC provides guidance and information on housing discrimination to the class of consumers injured by Defendants' unlawful trade practices. Those consumers could bring an action themselves.

70. Defendants' unlawful advertisements violate the CPPA because they misrepresent the bedroom sizes of available units. Trade practices that violate other laws are also CPPA violations. Defendants' unlawful trade practices further violate the D.C. Housing Code and the D.C. Human Rights Act.

Misrepresentation

71. It is an unfair or deceptive trade practice under the CPPA to “represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have” or to “represent that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another.” D.C. Code § 28-3904(a), (d).

72. It is an unfair or deceptive trade practice under the CPPA to “misrepresent as to a material fact which has a tendency to mislead” or to “fail to state a material fact if such failure tends to mislead.” D.C. Code § 28-3904(e), (f).

73. It is an unfair or deceptive trade practice under the CPPA to “advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered.” D.C. Code § 28-3904(h).

74. D.C.'s housing code requires “each habitable room” to have “a glass area transmitting natural light equivalent to that which would be transmitted by a clear glass area at least equal to

one tenth (1/10) of the floor area served, consisting of one or more of the following: (a) Windows; (b) Glazed doors; (c) Glazed doors with either or both side lights or transoms; or (d) Other glass construction facing directly to the outside.” 14 DCMR § 502.1.

75. It is an unfair and deceptive trade practice to advertise that an apartment has a certain number of bedrooms if those rooms do not have any window or other glass area to transmit natural light.

76. Defendants’ advertisements for 1-, 2-, and 3-bedroom units where those units do not have 1, 2 or 3 bedrooms with appropriate windows is an unfair and deceptive trade practice.

77. Defendants’ conduct is intentional, willful, and made in reckless disregard of the known rights of others. Defendants know that the units they advertise as 1-, 2-, and 3-bedroom do not actually contain the number of bedrooms advertised and therefore advertise goods and services without the intent to sell them as advertised or offered. These misrepresentations have a tendency to mislead people who believe that they are renting a 1-, 2-, or 3-bedroom but are in fact renting a unit of a different legal size.

Housing Code Violations

78. It is an unlawful trade practice under the CPPA to “violate any provision of title 16 of the District of Columbia Municipal Regulations [‘DCMR’].” D.C. Code § 28-3904(dd). Violations of 14 DCMR § 502 are Class 3 infractions in violation of 16 DCMR § 3305.3(p).

79. Defendants developed, own, and operate units that do not meet 14 DCMR § 502.1’s requirements for windows or glass that allow in appropriate natural light.

80. Defendants entered into lease agreements with District consumers for 1-, 2-, and 3-bedroom units at AVA NoMa where one or more of the rooms meant for sleeping do not have any window or other glass area to transmit natural light.

Source of Income Discrimination

81. Trade practices that violate other laws are also violations of the CPPA.

82. Under the D.C. Human Rights Act, it is a “discriminatory practice” to “interrupt or terminate, or refuse or fail to initiate or conduct any transaction in real property; or to require different terms for such transaction” based “wholly or partially” on “actual or perceived” source of income. D.C. Code § 2-1402.21(a)(1).

83. Source of income under the D.C. Human Rights Act includes “monetary assistance provided to an owner of a housing accommodation under section 8 of the United States Housing Act of 1937 or any District law or program authorizing the payment of rental housing assistance, either directly or through a tenant.” D.C. Code § 42-2851.06. Housing Choice Vouchers are therefore a source of income under the D.C. Human Rights Act.

84. Voucher holders who apply for many AVA NoMa apartments advertised as 1-, 2-, or 3-bedrooms will not be able to rent those apartments because the apartment will not pass DCHA inspection for that bedroom size.

85. Defendants are aware that many of their apartments advertised as 1-, 2-, or 3-bedroom units will not pass DCHA inspection because they do not have windows in all of the rooms as required by federal and local law.

86. Because Defendants know that voucher holders will not be approved for many advertised 1- and 2-bedrooms and all advertised 3-bedrooms, they have a policy or practice of discouraging

voucher-holder applicants from applying for certain 1- and 2-bedrooms and all advertised 3-bedrooms. Defendants therefore violated the D.C. Human Rights Act by refusing or failing to initiate apartment leases for voucher holders seeking certain units advertised as 1- or 2-bedrooms and all units advertised as 3-bedrooms.

87. Defendants rent advertised 1, 2-, or 3-bedroom apartments at AVA NoMa to individuals not using government assistance to pay for their rent.

88. Defendants' practice of misrepresenting the bedrooms in AVA NoMa units discriminates against voucher holders by treating them differently than people who are not using government assistance to pay for their rent. Voucher holders are treated less favorably than non-voucher holders because of Defendants' misrepresentations.

89. Under the D.C. Human Rights Act, it is a "discriminatory practice" to "make . . . or cause to be made any . . . statement[] or advertisement, with respect to a transaction, or proposed transaction, in real property" that "unlawfully indicates or attempts unlawfully to indicate any preference, limitation, or discrimination based on . . . source of income." D.C. Code § 2-1402.21(a)(5).

90. Defendants have a policy or practice of telling applicants that vouchers will not be approved for many advertised 1- and 2-bedrooms and all advertised 3-bedrooms because the units will not pass inspection. Defendants' statements unlawfully indicate a preference, limitation, or discrimination based on source of income in violation of the D.C. Human Rights Act.

91. Defendants discriminate against voucher holders in the context of a consumer transaction.

92. Defendants' violations of the D.C. Human Rights Act are also therefore violations of the CPPA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests:

- a. A declaratory judgment that Defendants' misrepresentations and statements violated the CPPA, the D.C. Housing Code, and the D.C. Human Rights Act;
- b. A permanent injunction requiring Defendants to immediately correct their advertising to reflect the actual number of legal bedrooms available for rent in all units;
- c. Costs and attorneys' fees; and
- d. Any other relief this Court deems appropriate.

By /s/ Megan D. Browder

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Attorneys for Plaintiffs

Dated: June 3, 2025