

ELZIE WALKER
11215 Georgia Ave, Apt. 1234
Silver Spring, MD 20902,

Plaintiff,

v.

**FPA/WC WHEATON STATION,
LLC**

2082 Michelson Drive
4th Floor
Irvine, CA 92612,

SERVE ON:

The Corporation Trust Inc.
2405 York Rd., Ste. 201
Lutherville Timonium, MD 21093

and

**TRINITY PROPERTY
CONSULTANTS, LLC**

t/a Red Tail Residential
2082 Michelson Drive
4th Floor
Irvine, CA 92612,

SERVE ON:

The Corporation Trust Inc.
2405 York Rd., Ste. 201
Lutherville Timonium, MD 21093,

Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* MONTGOMERY COUNTY

* Case No. C-15-CV-24-002098

* * * * *

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Elzie Walker, by and through undersigned counsel, files this Complaint against Defendants FPA/WC Wheaton Station, LLC and Trinity Property Consultants, LLC (collectively, “Defendants”).

BACKGROUND

1. This action is about the retaliatory and discriminatory actions of Defendants regarding Plaintiff’s tenancy at the real property known as 11215 Georgia Ave, Apt. 1234 Silver Spring, MD 20902 (the “Unit”).

2. Defendants engaged in wrongful behavior against Mr. Walker by, *inter alia*, threatening to evict him in retaliation for his good-faith complaints regarding the condition of the Unit and his tenant organizing activity, targeting him for eviction, disparate treatment, and harassment due to his status as a low-income individual receiving rental assistance, and pursuing debt collection activity against him despite knowledge that they were not entitled to the debt.

3. Defendants are liable to Mr. Walker for compensatory damages for retaliation in violation of Md. Code Ann., Real Prop. (“RP”) § 8-208.1, § 8-206, and Montgomery County Code § 29-32; source of income discrimination in violation of Md. Code Ann. State Gov’t § 20-705 and Montgomery County Code § 27-12; and illegal debt collection activities in violation of the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-202.

PARTIES

4. Mr. Walker is domiciled in the State of Maryland and continues to reside in Montgomery County at the Unit.

5. Defendant FPA/WC Wheaton Station, LLC is the owner of the apartment building located at 11215 Georgia Ave, Apt. 1234 Silver Spring, MD 20902 (“the Apartment Complex”).

FPA/WC Wheaton Station, LLC is incorporated in the state of Delaware and has its principal place of business in Irvine, California.

6. Defendant Trinity Property Consultants, LLC does business under the trade name Red Tail Residential. Trinity Property Consultants, LLC, shares its principal office with the property owner, FPA/WC Wheaton Station, LLC, and is a managing agent at the Apartment Complex acting on behalf of FPA/WC Wheaton Station, LLC. Trinity Property Consultants, LLC is incorporated in the state of California and has its principal place of business in Irvine, California.

JURISDICTION AND VENUE

7. Subject matter jurisdiction is proper under Md. Code Ann., Cts. & Jud. Proc. § 1-501.

8. Jurisdiction may properly be exercised by this Court over the Defendants pursuant to § 6-103 of the Courts and Judicial Proceedings Article of the Maryland Code. The Defendants regularly transact business in Maryland and own real property in Maryland.

9. Venue is proper in this Court pursuant to §§ 6-201, 6-202 of the Courts and Judicial Proceedings Article of the Maryland Code, because the Defendants carry on regular business in Montgomery County, and the cause of action arose in Montgomery County.

FACTS COMMON TO ALL COUNTS

10. On or around May 23, 2018, Mr. Walker moved into the Unit at the Apartment Complex located at 11215 Georgia Ave., Wheaton, MD 20902, pursuant to a written lease.

11. From 2018 to September 2023, Mr. Walker received services from the nonprofit Interfaith Works, which covered a portion of his rent, after which he received a Section 8 Tenant-Based Assistance Housing Choice Voucher (“Section 8 Voucher”).

12. From the date he moved in through the end of 2021, Mr. Walker resided at the Apartment Complex with no conflicts with his landlord.

13. In October 2021, the prior owner sold the Apartment Complex to Defendant FPA/WC Wheaton Station, LLC.

14. On April 17, 2023, Mr. Walker entered a new, one-year lease beginning May 1, 2023, and ending April 30, 2024.

15. In or around August 2023, an inspector with the Montgomery County Housing Opportunities Commission (HOC) inspected the Unit for approval of the use of the Section 8 Voucher at the Unit.

16. Before approving the Unit, the HOC inspector requested that Defendants make minor changes to the Unit, including painting the bathroom ceiling.

17. As part of their discrimination against Mr. Walker based on his source of income, Defendants refused to take routine actions needed to lease the unit. For example, Defendants initially refused to make the minor changes requested by the HOC inspector prior to the next inspection, thus interfering with execution of Mr. Walker's Section 8 Voucher subsidy and denying him the opportunity to continue to rent a dwelling at the Apartment Complex.

18. Only after repeated requests from Mr. Walker and HOC did the Defendants comply with the Section 8 Voucher requirements and make the minor repairs in the Unit.

19. In or around September 2023, Mr. Walker began receiving rental assistance through the Section 8 Voucher.

20. In or around September 2023, Mr. Walker began speaking with other tenants in the Apartment Complex about the possibility of forming a tenant association pursuant to Montgomery County Code § 29-33.

21. In or around September 2023 Mr. Walker hung up flyers throughout the Apartment Complex, notifying other tenants of a tenant association meeting to be held on October 12, 2023.

22. In or around September 2023, Defendants removed Mr. Walker's flyers and denied him access to the Apartment Complex's common meeting space for use by the tenant association.

23. In or around September 2023, Matt Losak, executive director of the nonprofit Renters Alliance, spoke with Alyssa Cortijo, agent of Defendants, to explain Mr. Walker's right to organize and host tenant association meetings.

24. When Mr. Losak provided Ms. Cortijo a printout of the law providing for Mr. Walker's right to organize, Ms. Cortijo threw the printout in the trashcan and continued to deny the tenants' right to organize.

25. In October 2023, Mr. Walker and Renters Alliance filed a complaint with the Montgomery County Office of Landlord-Tenant Affairs regarding the Defendants' obstruction of the tenants' right to organize. The complaint requested that the tenants be allowed to host a private tenant association meeting on October 12, 2023.

26. On November 28, 2023, Mr. Walker and Defendants reached a mediated agreement with the Office of Landlord-Tenant Affairs to allow for tenant association meetings and flyering.

27. In December 2023, Mr. Walker hosted the first tenant association meeting at the Apartment Complex.

28. On December 26, 2023, Defendants filed a complaint for Failure to Pay Rent, *FPA/WC Wheaton Station LLC v. Elzie Walker*, Dist. Ct. Mont. Cty., 0-061-LT-23-037397,

against Mr. Walker, despite being aware that Mr. Walker had paid his portion of rent on time every month, and that any remaining portion was the responsibility of the HOC under his voucher.

29. Mr. Walker learned from his HOC representative that Defendants had not completed the paperwork necessary to receive the Section 8 Voucher funds.

30. From speaking with other tenants at the Apartment Complex facing similar Failure to Pay Rent claims, Mr. Walker learned that Defendants had similarly not completed the paperwork necessary for HOC to make payments on behalf of at least four other tenants with Section 8 Vouchers at the Apartment Complex.

31. These Failure to Pay Rent claims lacked merit and only served to further harass and threaten eviction against Section 8 Voucher holders at the Apartment Complex.

32. In retaliation for Mr. Walker's tenant organizing activity and as part of Defendants' discriminatory conduct, on January 30, 2024, Defendants issued Mr. Walker a notice terminating his tenancy as of April 30, 2024, and requiring that he vacate the Unit by that date.

33. Mr. Walker is not alone in being targeted for eviction due to retaliation for tenant organizing and discrimination based on his status as a Section 8 Voucher holder.

34. That same day, on January 30, 2024, Defendants issued notices to terminate tenancy against at least three other tenants who were actively involved in the tenant association and/or had raised valid complaints of lease violations to Defendants.

35. In cases filed by Defendants since July 2023, Defendants obtained a judgment for possession in cases for Tenant Holding Over against 25% of all tenants with a government subsidized tenancy at the Apartment Complex.

36. In contrast, in cases filed by Defendants since July 2023, Defendants obtained a judgment for possession in cases for Tenant Holding Over against approximately only 1% of all tenants without a government subsidized tenancy at the Apartment Complex.

37. In other words, in cases filed by Defendants since July 2023, Defendants were twenty-four times more likely to seek and obtain a judgment for possession in cases for Tenant Holding Over against a tenant with a government subsidized tenancy than a tenant without.

38. Between January 1, 2024, and April 19, 2024, the number of tenants receiving Section 8 vouchers at the Apartment Complex dropped by 25%.

39. Due to Defendants' retaliatory and discriminatory acts and frequent threats of wrongful eviction, Mr. Walker is suffering from severe emotional distress and anxiety with physical manifestations including sleeplessness and pain in his chest from anxiety over the threats to his housing.

COUNT I – BREACH OF LANDLORD RETALIATION STATUTE
Md. Code Ann., Real Prop. § 8-208.1

40. Plaintiff incorporates herein and realleges each of the foregoing paragraphs as if fully set forth.

41. The Defendants threatened Mr. Walker with eviction within six (6) months of and because of Mr. Walker's protected activity of engaging in tenant organizing activity and raising complaints to the Defendants and the Office of Landlord-Tenant Affairs.

42. Mr. Walker was current on rent at the time of the retaliatory act.

43. In taking or threatening to take an action for possession of the Unit by terminating Mr. Walker's tenancy in response to his complaints and organizing activity, Defendants have illegally retaliated against Mr. Walker in violation of RP § 8-208.1.

44. Because of this retaliation, Mr. Walker has suffered damages as described further above and seeks damages pursuant to RP § 8-208.1 in an amount that is three times the monthly rent for each retaliatory act, or \$4,857.

COUNT II – BREACH OF LANDLORD RETALIATION STATUTE
Md. Code Ann., Real Prop. § 8-206 (Montgomery County)

45. Plaintiff incorporates herein and realleges each of the foregoing paragraphs as if fully set forth.

46. On January 30, 2024, Defendants threatened to pursue eviction against Mr. Walker because of his tenant organizing activity and complaints to the Defendants and the Office of Landlord-Tenant Affairs.

47. Defendants are not entitled to evict Mr. Walker based on the notice issued January 30, 2024, as doing so would be in retaliation for Mr. Walker’s protected activities.

48. Because of this retaliation, Mr. Walker has suffered damages as described further above and is entitled to emotional distress damages and other damages.

COUNT III – BREACH OF LANDLORD RETALIATION STATUTE
Montgomery County Code § 29-32

49. Plaintiff incorporates herein and realleges each of the foregoing paragraphs as if fully set forth.

50. On January 30, 2024, Defendants threatened to bring an action for possession against Mr. Walker because of his tenant organizing activity and complaints to the Defendants and the Office of Landlord-Tenant Affairs.

51. In taking or threatening to take an action for possession by terminating Mr. Walker’s tenancy because of his complaints and organizing activity, Defendants have illegally retaliated against Mr. Walker in violation of Montgomery County Code § 29-32.

52. Because of this retaliation, Mr. Walker has suffered damages as described further above and is entitled to emotional distress damages and other damages.

COUNT IV – SOURCE OF INCOME DISCRIMINATION
Violation of Md. Code Ann., State Gov’t § 20-705

53. Plaintiff incorporates herein and realleges each of the foregoing paragraphs as if fully set forth.

54. Defendants are engaged in a scheme of targeting tenants receiving subsidies, including Mr. Walker, with notices to terminate their tenancies and complaints for Tenant Holding Over.

55. As described in the allegations above, Defendants’ discriminatory intent is corroborated by their disparate use of Tenant Holding Over filings and judgments against tenants with government subsidies at the Apartment Complex, filing Tenant Holding Over cases against voucher holders at a rate twenty-four times greater than that of non-voucher holders.

56. By targeting Mr. Walker with threats of eviction based on his organizing activity and his status as a Section 8 voucher holder, Defendants unlawfully made unavailable or denied Mr. Walker the opportunity to continue renting a dwelling at the Apartment Complex because of his source of income in violation of Md. Code Ann., State Gov’t § 20-705.

57. By refusing to cooperate initially and fully with the Housing Opportunities Commission in placement of Mr. Walker’s Section 8 Voucher as described above, Defendants discriminated against Mr. Walker in the terms, conditions, or privileges of the rental of a dwelling based on his source of income in violation of Md. Code Ann., State Gov’t § 20-705.

58. Because of this discrimination, Mr. Walker has suffered damages as described further above and is entitled to emotional distress damages and other damages.

COUNT V – SOURCE OF INCOME DISCRIMINATION
Montgomery County Code § 27-12

59. Plaintiff incorporates herein and realleges each of the foregoing paragraphs as if fully set forth.

60. As stated further in the paragraphs above, Defendants are engaged in a scheme of targeting tenants receiving subsidies, including Mr. Walker, with notices to terminate their tenancies and complaints for Tenant Holding Over.

61. By targeting Mr. Walker with threats of eviction based on a combination of his organizing activity and his status as a Section 8 voucher holder, Defendants unlawfully made unavailable or denied Mr. Walker the opportunity to continue renting a dwelling at the Apartment Complex because of his source of income in violation of Montgomery County Code § 27-12.

62. By refusing to cooperate initially and fully with the Housing Opportunities Commission in placement of Mr. Walker's Section 8 Voucher as described above, Defendants discriminated against Mr. Walker in the terms, conditions, or privileges of the rental of a dwelling because of his source of income in violation of Montgomery County Code § 27-12.

63. Because of this discrimination, Mr. Walker has suffered damages as described further above and is entitled to emotional distress damages and other damages.

COUNT VI - MARYLAND CONSUMER DEBT COLLECTION ACT
Md. Code Ann., Comm. Law § 14-202

64. Plaintiff incorporates herein and realleges each of the foregoing paragraphs as if fully set forth.

65. Both Defendants are “collectors” pursuant to Md Code, Comm. Law § 14-201 by collecting or attempting to collect alleged rent due from Mr. Walker as part of a consumer transaction as described further above.

66. Defendants’ actions in collecting, attempting to collect, and/or threatening to collect rent against Mr. Walker beyond his allocated portion according to his subsidy violate the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-202(8), which prohibits a debt collector from making any “[c]laim, attempt, or threat to enforce a right with knowledge that the right does not exist.”

67. As the owner and property manager who have rented to tenants with government subsidized tenancies since it bought the Apartment Complex, Defendants knew or should have known that they did not have a right to pursue an action against Mr. Walker for an amount that was the legal obligation of HOC pursuant to the Section 8 Voucher.

68. A collector who violates any provision of the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-201 *et seq.* 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.

69. As a result of Defendants’ violations of the Maryland Consumer Debt Collection Act, Mr. Walker suffered damages, including severe emotional distress damages and other damages as described further above and below.

COUNT VII - MARYLAND CONSUMER PROTECTION ACT
Md. Code Ann., Com. Law §§ 13-101 *et seq.*

70. Plaintiff incorporates herein and realleges each of the foregoing paragraphs as if fully set forth.

71. Mr. Walker is a consumer as defined by the Maryland Consumer Protection Act (“CPA”).

72. A landlord is a merchant as defined by CPA.

73. The landlord-tenant transactions described in this Counterclaim are governed by the CPA.

74. Defendants have violated CPA § 13-301(14) as detailed in Count VI above.

75. Pursuant to CPA § 13-408, any person may bring an action to recover for injury or loss sustained by him as the result of a practice prohibited by this title.

76. Pursuant to § 13-408, Mr. Walker is also entitled to reasonable attorneys’ fees and costs.

DAMAGES AND PRAYERS FOR RELIEF

77. As a direct and proximate result of Defendants’ illegal actions described above, Mr. Walker has suffered severe emotional distress with physical manifestations as described further above and other damages.

WHEREFORE, Mr. Walker prays that this Honorable Court:

- a. Award damages to Mr. Walker against all Defendants, jointly and severally, in an amount that exceeds \$75,000, including compensatory damages for severe emotional distress and damages in the amount of three times the monthly rent for each of Defendant’s retaliatory actions in violation of RP 8-208.1 for Defendants’ discrimination against Mr. Walker for his source of income.
- b. Enjoin Defendants to rescind the notice terminating Mr. Walker’s tenancy;
- c. Enjoin Defendants from proceeding with any action to evict Mr. Walker based on the notice to terminate his tenancy without cause;

- d. Award reasonable attorney's fees and the costs of this action as provided in the Maryland Consumer Protection Act, Com. Law § 13-408; State Gov't § 20-1035; and the Landlord Retaliation statute, RP § 8-208.1.
- e. Award any such further relief this Honorable Court deems just and proper

NOTICE OF CLAIM FOR ATTORNEYS' FEES

Pursuant to Maryland Rule 2-703, Plaintiff hereby gives notice that they seek attorneys' fees in this case.

Respectfully Submitted,

/s/ Samantha Gowing
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues of fact.

/s/ Samantha Gowing
Samantha Gowing