

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA,
a municipal corporation,
400 6th Street, N.W.
Washington, D.C. 20001,

Plaintiff,

v.

UDR, Inc.
1745 Shea Center Dr, STE 200,
Highlands Ranch, Colorado, 80129

Serve On:
CT CORPORATION SYSTEM,
1015 15th St NW, Suite 1000
Washington, District of Columbia, 20005

Defendant.

Case No.:

COMPLAINT

The District of Columbia (the District) brings this action against UDR, Inc. (UDR), a District property manager, for creating a hostile housing environment for Black female tenants in violation of the District of Columbia Human Rights Act (DCHRA), D.C. Code §§ 2-1401.01, *et seq.*, and the Consumer Protection Procedures Act, D.C. Code §§ 28-3901, *et seq.*

In support of its claims, the District states as follows:

INTRODUCTION

1. UDR knowingly allowed a male tenant, Gueorgui Iskrenov (Iskrenov), to engage in a months-long targeted campaign of race- and sex-based harassment against Black female tenants at Waterside Towers Apartments (Waterside Towers), the building they called home.

2. At different times in 2020, two Black female tenants at Waterside Towers, Ms. G. and Ms. M.,¹ independently notified UDR that Iskrenov was committing acts of physical violence against them, was threatening them with physical violence, and was hurling racist and sexist epithets at them. In response, UDR sat idle. It permitted the harassment to continue unabated for months, even when it became so severe that Iskrenov was charged with and ultimately convicted of a hate crime for his behavior.

3. UDR's knowing failure to address Iskrenov's race- and sex-based misconduct created a hostile housing environment for Black female tenants at Waterside Towers, including but not limited to Ms. G. and Ms. M.

4. By creating a hostile housing environment for Black female tenants at Waterside Towers, UDR altered and impaired the living conditions of those tenants, restricted their access to services and facilities, and interfered with their enjoyment of their homes because of their race and sex. UDR thus violated both the DCHRA, which protects tenants from race- and sex-based discrimination, and the CPPA, which protects tenants from unfair and deceptive housing practices.

5. To remedy UDR's unlawful conduct, the District seeks a declaration that UDR violated the DCHRA and the CPPA, an injunction prohibiting UDR from violating the DCHRA and the CPPA, restitution and damages for UDR's victims, civil penalties payable to the District, and the District's reasonable attorneys' fees and costs.

PARTIES

6. Plaintiff District of Columbia, a municipal corporation, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of

¹ Due to the sensitive nature of the events contained herein, the District is anonymizing the identity of the identified victims for the purposes of this Complaint.

Columbia. Under D.C. Code § 1-301.81(a)(1), the Attorney General conducts the District’s legal business and is responsible for upholding the public interest. Under D.C. Code §§ 2-1403.16a and 28-3909, the Attorney General is expressly authorized to enforce the District’s anti-discrimination and consumer protection laws.

7. UDR is a corporation whose principal place of business is 1745 Shea Center Dr., STE 200, Highlands Ranch, Colorado, 80129. UDR manages multiple apartment complexes in the District of Columbia, including Waterside Towers, located at 907 6th Street S.W., Washington, D.C., 20024.

JURISDICTION

8. The Attorney General for the District of Columbia brings this action on behalf of the District of Columbia to uphold the public interest and enforce District law, including the DCHRA and CPPA, under D.C. Code §§ 2-1403.16a and 28-3909.

9. The Attorney General for the District of Columbia also brings this action on behalf of Ms. G. and Ms. M. under D.C. Code § 2-1403.05(f)-(g).

10. This Court has subject matter jurisdiction over this case pursuant to D.C. Code § 11-921(a).

11. This Court has personal jurisdiction over defendant UDR pursuant to D.C. Code § 13-423 because UDR transacts business in the District.

PROCEDURAL HISTORY

12. Mses. G. and M. each filed a housing discrimination complaint with the District of Columbia Office of Human Rights (OHR) on February 8, 2021. These complaints alleged that UDR, as their housing provider, subjected them to intimidation and harassment based on their race (Black) and sex (female).

13. On June 28, 2022, OHR issued Letters of Determination finding probable cause that UDR had discriminated against Ms. G. and M. based on their race and sex by subjecting them to a hostile housing environment for failing to prevent another tenant from intimidating and harassing them on the basis of their race (Black) and sex (female) after they repeatedly reported this intimidation and harassment to UDR and its staff members.

14. On July 8, 2022, UDR elected that both complaints be adjudicated in Superior Court pursuant to D.C. Code § 2-1403.05(f).

15. On July 21, 2022, OHR referred the matters to the Office of the Attorney General pursuant to D.C. Code § 2-1403.05(g). Thereafter, the Attorney General's attempts to resolve the complaints between UDR and the complainants were unsuccessful.

FACTS

Ms. M.

16. In or around April 2020, Ms. M., a Black woman, signed a lease with UDR and moved into her new home at Waterside Towers.

17. On April 20, 2020, Ms. M. was in the building's elevator with another tenant, Gueorgui Iskrenov (Iskrenov), a white male, and his pit bull. Ms. M. was uncomfortable being in the elevator with Iskrenov, who was not wearing a mask in the confined space of the elevator despite the onset of the COVID-19 pandemic. After Iskrenov's dog jumped on Ms. M., she tried to exit the elevator but was blocked by Iskrenov. Ms. M. had to force Iskrenov to let her off the elevator, after which Iskrenov called her a "Black b***h," a "n****r c**t," and a "Black lives matter n****r" as she was exiting the elevator.

18. On April 23, 2020, Ms. M. emailed a UDR employee to report this incident, identifying Iskrenov by his dog and relaying that he had trapped her in the elevator and called her

a racial slur. Ms. M. requested that UDR advise all tenants to not verbally assault their neighbors. A few days after sending her April 23, 2020 email, Ms. M. asked the UDR employee she had emailed if they had received the email, to which the employee responded that they would “get around to it.”

19. However, UDR failed to protect Ms. M. or to send any notice to tenants not to verbally assault their neighbors. On June 7, 2020, as Ms. M. was reporting another incident of racial harassment by Iskrenov to a UDR employee working the building’s front desk, Iskrenov and Ms. M. had yet another encounter in front of the UDR employee. This incident escalated, leading to Ms. M. calling the police.

20. Despite the confrontation occurring in front of a UDR employee, no one from UDR intervened, nor did UDR follow-up with Ms. M. after the June 7, 2020 incident or do anything to prevent Ms. M. from being subjected to additional racist slurs and sex-based harassment.

21. On July 2, 2020, Ms. M. was exiting Waterside Tower’s parking garage when she encountered Iskrenov, who swung a metal door at her, striking her in the arm. Iskrenov then pushed past Ms. M., again calling her a “b***h”, “n****r”, and a “c**t” as he walked by.

22. Just days later, on July 7, 2020, Iskrenov drove past Ms. M. in the building’s parking garage and made a gun with his hand, pointing it at Ms. M. as he drove by.

23. The following day, July 8, 2020, Ms. M. again emailed UDR—this time, multiple members of management—to summarize Iskrenov’s persistent race- and sex-based harassment, including him calling her a “b***h n****r” and his threat from the day before. In her email, Ms. M. identified Iskrenov as a tenant and stated that she was becoming very concerned about encountering him because of his pattern of harassing her and other Black female tenants.

24. In her July 8, 2020 email, Ms. M. further informed UDR that another tenant had approached her after Iskrenov called that tenant and her daughter, both Black women, “Popeye’s chicken eating N****r.”

25. UDR’s community director responded to Ms. M. that same day, stating that he wanted to set up a time to meet with Ms. M. to discuss her email.

26. On July 9, 2020, Ms. M. replied to the community director’s email, stating that she was available to meet several times that week. UDR’s community director replied seven days later, on July 16, 2020, asking to delay their meeting by another week.

27. Having heard nothing more from UDR, on July 30, 2020, Ms. M. provided UDR with the name and the apartment number of Iskrenov, information she was forced to obtain without UDR’s assistance. Ms. M. also reiterated her earlier encounters with Iskrenov, stating that on several occasions, Iskrenov had threatened her and followed her out of the building while engaging in racist rants. Ms. M.’s email warned that UDR’s lack of attention to the matter had given Iskrenov the green light to continue harassing Ms. M.

28. On August 4, 2020, UDR’s attorney replied to Ms. M.’s July 30, 2020 email and instructed that she direct all future correspondence to him. UDR’s attorney claimed he could not comment directly on UDR’s interactions with other tenants, stating only that UDR planned to enforce its leases to the full extent of the law.

29. On August 18, 2020, Ms. M. reported to UDR yet another encounter with Iskrenov in the building’s elevator, which occurred on August 14. She *again* reiterated that Iskrenov had been harassing her for months and often used his dog to threaten her, as she reported he had done on August 14. The following day, UDR’s attorney replied, stating only that a UDR employee

provided a different account from Ms. M. of the August 14 incident. UDR provided no additional assistance.

30. UDR made no further efforts to address Ms. M.'s fears.

31. On October 7, 2020, Iskrenov voluntarily moved out of the apartment complex.

Ms. G.

32. On July 20, 2020, Iskrenov began a pattern of harassment and intimidation directed at another Black female resident of Waterside Towers, Ms. G. Ms. G. had lived at Waterside Towers since October 2018.

33. In the building's parking garage, Iskrenov almost struck Ms. G. with his car when he accelerated towards her while she was crossing in a pedestrian crosswalk.

34. Iskrenov then rolled his window down and yelled racist slurs at Ms. G. before spitting in her face—during the height of the Covid-19 pandemic—and threatening her.

35. That same day—July 20, 2020—Ms. G. verbally reported the incident to a UDR employee as well as the police.

36. On July 30, 2020, having received no response from UDR, Ms. G. emailed four members of UDR's management staff and described the July 20, 2020 incident with Iskrenov, informing them that Iskrenov referred to her as "n****r b****h, black b****h, fat b****h, ugly b****h; told [her] to shut the f**k up, threatened to f**k [her] up". She also provided Iskrenov's name and identified his vehicle to UDR.

37. On August 4, 2020, UDR's attorney emailed Ms. G. and instructed that she direct all future correspondence regarding the July 20, 2020 incident to him.

38. On August 12, 2020, Iskrenov was arrested as a result of the July 20, 2020 incident with Ms. G., due to her police complaint. On August 13, 2020, the United States Attorney's Office for the District of Columbia filed a simple assault charge against Iskrenov based on that incident. That same day, the Superior Court of the District of Columbia, Criminal Division issued a Stay Away / No Contact Order, ordering Iskrenov to engage in "no assaultive, abusive, harassing, or stalking behavior" toward Ms. G.

39. Despite this order, Iskrenov again harassed Ms. G. on August 15, 2020. While Ms. G. was standing outside of Waterside Towers having a conversation with another neighbor, Iskrenov walked out of the building and approached her. Iskrenov then stood directly in front of her and glared at her, pacing back and forth in front of her several times.

40. Ms. G. emailed UDR's attorney about his ongoing harassment on August 18, 2020. Ms. G. also reported the August 15 incident to her representative from the Equal Rights Center, who in turn immediately relayed both the July 20 and August 15 encounter in an August 27, 2020 email to UDR's attorney.

41. Ms. G.'s representative from the Equal Rights Center asked UDR to take immediate steps to address Mr. Iskrenov's harassment by investigating her allegations, as well as any other allegations from other residents against Iskrenov, and transferring Ms. G. to a comparable two-bedroom unit so that Iskrenov did not know where she lived.

42. UDR still took no action against Iskrenov, even after the assault which led to his arrest and after Ms. G. notified them that he had violated his subsequent Stay Away / No Contact Order.

43. UDR's inaction was particularly egregious in light of the crime-free housing addendum in its Waterside Towers leases, which established that criminal activity, even absent a

criminal conviction, was a material violation of the lease and good cause for the termination of a tenancy.

44. Ms. G. reiterated the request to be transferred to a comparable unit in an email she sent to UDR's attorney on September 2, 2020. In this email, she informed UDR that she wanted to transfer units as soon as possible because she was constantly scared for her safety and wellbeing in her home, as she knew Iskrenov knew where she lived. She described to UDR how this fear had inflicted severe emotional and physical distress, often manifesting as insomnia.

45. Despite Ms. G. informing UDR of the severe adverse impact Iskrenov's conduct was having on her, UDR failed to offer Ms. G. an alternate apartment comparable to the unit she was then renting.

46. On February 1, 2023, Iskrenov was convicted of committing a hate crime based on his July 20, 2020 assault of Ms. G.

47. Over the course of multiple months, UDR was repeatedly put on notice that Iskrenov was subjecting Black women at Waterside Towers to severe, pervasive, targeted harassment. Time and again, UDR failed to act.

48. UDR's failure to counsel, discipline, or evict Iskrenov, or take any other action to address his intimidating and harassing behavior or remedy the fear it was intended to spawn, denied UDR's Black female tenants use and enjoyment of their homes equal to that of UDR's non-Black and non-female tenants.

CAUSES OF ACTION

**COUNT I
VIOLATIONS OF DCHRA'S PROHIBITION
AGAINST HOUSING DISCRIMINATION
(D.C. CODE § 2-1402.21(a))**

49. All prior paragraphs in the Complaint are repeated and incorporated here.

50. The DCHRA is intended "to secure an end in the District of Columbia to discrimination for any reason other than that of individual merit, including, but not limited to, discrimination by reason of race, [... or] sex..." D.C. Code § 2-1401.01.

51. D.C. Code § 2-1402.21(a) makes it an unlawful discriminatory housing practice to do any of the following "wholly or partially for a discriminatory reason based on the actual or perceived: race [... or] sex" of a person:

- a. "refuse or restrict facilities [or] services ... for a tenant;"
- b. "require different terms" for any transaction in real property; or
- c. "include in the terms or conditions of a transaction in real property, any clause, condition or restriction."

52. A hostile housing environment exists when an individual is subjected to unwelcome conduct based on a protected trait which is sufficiently severe or pervasive as to interfere with the use or enjoyment of a dwelling.

53. Subjecting a tenant to a hostile housing environment on the basis of race and sex restricts the tenant's ability to access building facilities, common areas, amenities, and their own units based on those traits, and thus discriminates against the tenant based on those traits.

54. Subjecting a tenant to a hostile housing environment on the basis of race and sex includes a refusal to provide the tenant services required for the tenant's safety based on those traits, and thus discriminates against the tenant based on those traits.

55. Subjecting a tenant to a hostile housing environment on the basis of race and sex subjects the tenant to different terms or conditions in a real estate transaction based on those traits, as compared to tenants not subjected to a hostile housing environment based on those traits, and thus discriminates against the tenant based on those traits.

56. By failing to take any action to address repeated complaints of Izkrenov's race- and sex-based intimidation and harassment, UDR subjected Black women residing at Waterside Towers, including but not limited to Ms. M. and Ms. G., to a hostile housing environment on the basis of race and sex, and thus discriminated against them in violation of D.C. Code § 2-1402.21(a). Specifically, UDR's inaction created a hostile housing environment at Waterside Towers based on race and sex by restricting the access of Black female tenants to facilities and services in the building, denying Black female tenants the services necessary to keep them safe and secure in their homes, and subjecting Black female tenants to different terms and conditions in their housing as compared to non-Black, non-female tenants.

COUNT II
INTERFERENCE WITH RIGHTS PROTECTED BY THE DCHRA
(D.C. CODE § 2-1402.61)

57. All prior paragraphs in the Complaint are repeated and incorporated here.

58. D.C. Code § 2-1402.61 makes it unlawful to “interfere with any person in the exercise or enjoyment of ... any right granted or protected under this chapter.”

59. The rights that D.C. Code § 2-1402.61 shields from interference include the right protected by D.C. Code § 2-1402.01, which guarantees that “[e]very individual *shall* have an equal opportunity to participate fully in the economic, cultural and intellectual life of the District and to have an equal opportunity to participate in all aspects of life, including, [...] housing.” (Emphasis added.)

60. The rights that D.C. Code § 2–1402.61 shields from interference also include all other rights in Chapter 14, including but not limited to those guaranteed by D.C. Code § 2–1402.21(a).

61. Subjecting Black women to a hostile housing environment based on their race and sex interferes with their exercise and enjoyment of these rights, in violation of D.C. Code § 2–1402.61.

62. UDR violated D.C. Code § 2–1402.61 because it subjected Black women, including but not limited to Ms. M. and Ms. G., to a hostile housing environment that interfered with the exercise and enjoyment of their protected rights that D.C. Code §§ 2–1402.02 and 2–1402.21(a) guarantee.

COUNT III
VIOLATIONS OF THE CONSUMER PROTECTION PROCEDURES ACT
(D.C. CODE § 28–3904)

63. All prior paragraphs in the Complaint are repeated and incorporated here.

64. The CPPA prohibits merchants from engaging in unfair or deceptive trade practices in connection with a transaction for consumer goods or services. D.C. Code § 28–3904.

65. The rental housing that UDR offers is for personal, household or family purposes and, therefore, is a consumer good or service. D.C. Code § 28–3901(a)(7).

66. UDR, in the ordinary course of business, supplies consumer goods or services—namely apartment rentals—and therefore is a “merchant” under the CPPA. D.C. Code § 28–3901(a)(3).

67. District residents or other individuals who sought to rent UDR’s housing properties are “consumers” under the CPPA because they are persons who “would [] lease [] consumer goods,” such as the housing properties rented by UDR. D.C. Code § 28–3901(a)(2).

68. Under D.C. Code § 28–3904, it is an unlawful trade practice for any person (1) to represent that goods or services have a particular standard, quality, grade, style or model, if in fact they are of another; (2) to misrepresent as to material fact which has a tendency to mislead; and (3) fail to state a material fact if such failure tends to mislead.

69. UDR committed unfair or deceptive trade practices under the CPPA when, among other acts, UDR:

- a. Implicitly represented to tenants, through offering and entering into leases and other acts, that it would abide by the warranty of quiet enjoyment when, in fact, it violated this warranty by failing to stop Iskrenov from interfering with the right of Black female tenants to possess, inhabit, and peacefully enjoy their property, even after Ms. M and Ms. G. requested that UDR take action.
- b. Implicitly represented to tenants, through offering and entering into leases and other acts, that it would abide by the duty of protection when, in fact, UDR violated this duty by failing to protect its Black female tenants from the foreseeable risk of harassment, threats and assault by Iskrenov on its property, even though it was provided notice of this risk.
- c. Collected rent from Black female tenants while failing to inform them that it would continuously and systematically fail to meet its obligations under applicable law as a housing provider.

70. UDR's misrepresentations and omissions of material fact had the tendency to mislead consumers and thus were unfair and deceptive trade practices in violation of the CPPA, D.C. Code § 28–3904(d), (e) & (f).

71. Under the CPPA, a violation of other District laws in the course of a consumer transaction is also an unfair or deceptive trade practice. D.C. Code § 28–3904.

72. By engaging in trade practices that violate the DCHRA, as described above, UDR has engaged in unlawful, unfair, and deceptive practices affecting District consumers, in violation of the CPPA. D.C. Code § 28–3904.

PRAYER FOR RELIEF

WHEREFORE, the District requests that this Court enter judgment in its favor and grant relief against UDR as follows:

- a. Declaratory relief, including but not limited to declarations that UDR violated the DCHRA and CPPA;
- b. Injunctive relief, including but not limited to permanent injunctions prohibiting UDR from engaging in conduct that violates the DCHRA and CPPA, and from permitting a hostile housing environment in buildings UDR owns or manages in the District;
- c. Equitable relief, including but not limited to requiring that UDR take actions to ensure ongoing compliance with the DCHRA and CPPA;
- d. Restitution and damages to all tenants harmed by UDR’s violations of the DCHRA and CPPA;
- e. Civil penalties for violations of the DCHRA and CPPA;
- f. The District’s reasonable attorneys’ fees and costs; and
- g. Such other and further relief as this Court deems appropriate based on the facts and applicable law.

JURY DEMAND

The District of Columbia demands a jury trial.

Dated: January 31, 2024

Respectfully submitted,

BRIAN L. SCHWALB
Attorney General for the District of Columbia

JENNIFER C. JONES
Deputy Attorney General
Public Advocacy Division

/s/ Alicia M. Lendon
ALICIA M. LENDON [1765057]
Chief, Civil Rights & Elder Justice Section
Public Advocacy Division

/s/ Griffin Simpson
GRIFFIN SIMPSON [1753943]
JESSICA E. FEINBERG [1779644]
Assistant Attorneys General
400 Sixth Street, N.W., Suite 10100
Washington, D.C. 20001
(202) 227-5364
Griffin.Simpson1@dc.gov

Attorneys for the District of Columbia