

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
Civil Division**

**DISTRICT OF COLUMBIA,**  
a municipal corporation  
400 6th Street NW  
Washington, DC 20001,

*Plaintiff,*

v.

**MID-AMERICA APARTMENT  
COMMUNITIES, INC.,**  
6815 Poplar Avenue  
Suite 500  
Germantown, TN 38138,

**MID-AMERICA APARTMENTS, L.P.,**  
6815 Poplar Avenue  
Suite 500  
Germantown, TN 38138,

**POST 1499 MASSACHUSETTS, LLC,**  
6815 Poplar Avenue  
Suite 500  
Germantown, TN 38138.

*Defendants.*

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

**JURY TRIAL DEMANDED**

**COMPLAINT**

Plaintiff the District of Columbia (the “District”), by the Office of the Attorney General, brings this action against Defendants Mid-America Apartment Communities, Inc., Mid-America Apartments, L.P., and Post 1499 Massachusetts, LLC, (collectively, “MAA”), which own and manage the residential apartment building located at 1499 Massachusetts Avenue NW (“MAA Massachusetts Avenue”), for violations of the District’s Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, *et seq.* In support of its claims, the District states as follows:

## INTRODUCTION

1. The District of Columbia is a majority-renter city, and rental costs are one of the biggest financial challenges District residents face. Since at least 2021, according to U.S. Census data, almost half of District renters have been “rent burdened,” meaning that they pay more than 30 percent of their gross income to rent.

2. Some landlords have added to District renters’ burdens by charging them what are commonly known as “junk fees”—fees that cover services and operational costs that the landlords are already legally required to provide as part of tenants’ rent and that District law thus forbids them to charge, or fees that serve no clear purpose and provide no apparent benefit to tenants.

3. MAA is one of those landlords. Through at least March 2026, MAA has unlawfully increased the cost of housing at MAA Massachusetts Avenue, charging both prospective and current tenants several illegal junk fees.

4. Landlords in the District are forbidden by law to charge fees for services that the District’s housing regulations require landlords to provide, like basic upkeep of the premises.

5. Despite this prohibition, MAA has charged tenants for services and operational costs that are its obligation to provide—namely, an \$18 monthly “community fee,” purportedly for the basic upkeep of its premises.

6. Landlords in the District also may not charge tenants any fee other than an application fee prior to the signing of a lease, and they may not charge a fee to replace a roommate in excess of the cost of an application fee.

7. Nonetheless, MAA has charged tenants a \$385 “processing fee” that served no purpose and was paid prior to executing a lease, and a \$350 “roommate release fee,” even though District law limits such fees to \$54.

8. Landlords in the District are also required by law to be transparent with potential applicants about the fees they charge, their purpose, and their amount prior to collecting applicant information and application fees.

9. However, MAA has hidden the total cost of living in its apartments from prospective tenants. When MAA has listed its rental units, whether on its own website or on a listing aggregator's website, it has falsely advertised to prospective tenants a price that has omitted mandatory monthly fees like the community fee and a \$3.50 "utility admin fee." Instead, MAA has advertised a lower, so-called "base" or "starting at" rent price that is less than what tenants would ever actually pay to live at MAA Massachusetts Avenue because of these required monthly fees. MAA's listings on aggregator websites frequently have failed to disclose the existence of additional fees altogether.

10. What's more, MAA has obscured the existence of other fees it may charge based on the occurrence of certain events, such as the roommate release fee and early lease termination fees, omitting them from the more prominent disclosure pages on its website. Until 2025, moreover, MAA did not disclose the existence of the monthly utility admin fee prior to the signing of a lease.

11. In this action, the District seeks restitution for tenants, civil penalties, and injunctive relief to change MAA's unlawful practices.

### **PARTIES**

12. Plaintiff the District of Columbia is a municipal corporation empowered to sue and be sued and 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 Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the

District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is specifically authorized to enforce the District's consumer protection laws, including the CPPA. D.C. Code § 28-3909.

13. Defendant Mid-America Apartment Communities, Inc. is a Tennessee corporation and real estate investment trust with its principal place of business at 6815 Poplar Avenue, Suite 500, Germantown, TN, 38138.

14. Defendant Mid-America Apartments, L.P. is a Tennessee limited partnership and subsidiary of Defendant Mid-America Apartment Communities, Inc., with its principal place of business at 6815 Poplar Avenue, Suite 500, Germantown, TN, 38138. Defendant Mid-America Apartment Communities, Inc. is the sole general partner of Mid-America Apartments, L.P. and has the ability to control all of the day-to-day operations of the partnership.

15. Defendant Post 1499 Massachusetts, LLC is a Georgia limited liability company with its principal place of business at 6815 Poplar Avenue, Suite 500, Germantown, TN, 38138. Defendant Post 1499 Massachusetts, LLC is the record owner of MAA Massachusetts Avenue, a 269-unit apartment building, located at 1499 Massachusetts Avenue NW, Washington, DC 20005. Post 1499 Massachusetts, LLC is the party that leases with tenants who reside at MAA Massachusetts Avenue and is the entity that receives rent and fees from tenants. The sole member and the manager of Post 1499 Massachusetts, LLC is 1499 Massachusetts Avenue, Inc., which is structured as a real estate investment trust. The common shares of 1499 Massachusetts Avenue, Inc. are owned by a joint venture in which Mid-America Apartment Communities, Inc. and Mid-America Apartments, L.P. have a 35% ownership stake, with the remaining 65% owned by an institutional investor unaffiliated with MAA.

16. Defendants Mid-America Apartment Communities, Inc. and Mid-America Apartments, L.P. “operate as one business” according to their filings with the U.S. Securities and Exchange Commission (“SEC”). Mid-America Apartments, L.P. and Mid-America Apartment Communities, Inc. own, operate, acquire, and develop apartment communities primarily located in the Southeast, Southwest, and Mid-Atlantic regions in the U.S., and they own, operate, and manage MAA Massachusetts Avenue through Post 1499 Massachusetts, LLC.

17. Mid-America Apartment Communities, Inc. owns and operates the website for MAA Massachusetts Avenue, where available units and their prices are advertised and where MAA makes disclosures relating to the application process, leasing practices, and fees charged at the property.

### **JURISDICTION**

18. This Court has subject matter jurisdiction over this matter pursuant to D.C. Code §§ 11-921 and 28-3909.

19. This Court has personal jurisdiction over Defendant pursuant to D.C. Code § 13-423(a).

### **FACTUAL ALLEGATIONS**

#### **I. MAA Has Charged Junk Fees That Are Prohibited by District Law.**

##### **A. *MAA Has Charged Prospective Tenants an Illegal “Processing Fee” That Served No Purpose.***

20. In the District, lease application fees, which cover the cost of reviewing, processing, and screening a prospective tenant’s application, are currently capped by law at \$54 per application.

21. Under the District’s Rental Housing Act, housing providers may only charge applicants an application fee and may not charge any other fee prior to the signing of the lease.

22. MAA charges prospective tenants an application fee for any lease application that a prospective tenant submits.

23. Through at least April 2024, however, MAA also charged prospective tenants a non-refundable “processing fee” of \$385 that was due and payable after approval of a lease application. MAA did not explain the purpose of this fee to prospective tenants, or how its purpose differed from the application fee that MAA also charged.

***B. MAA Has Charged Tenants Changing Roommates a “Roommate Release Fee” That Exceeds Lawful Replacement Fee Limits.***

24. To share costs, tenants sometimes rent MAA’s apartments as roommates. In the event that one roommate needs to leave, the District’s Rental Housing Act permits landlords to charge the outgoing tenant a replacement fee, which is currently capped at \$54, the same as a lease application.

25. Through at least March 2026, MAA’s “roommate release fee,” however, was \$350.

26. Through at least March 2026, MAA also required the remaining tenant to re-apply to the unit and charged both the remaining tenant and any new roommate additional application fees.

***C. MAA Has Charged Tenants Community Fees That Purport to Cover Services MAA Is Required to Provide Under DC Housing Regulations and Separately Misrepresents and Obscures How It Uses the Community Fee.***

27. The Rental Housing Act forbids housing providers from charging fees for services required under the District’s housing regulations.

28. The District’s housing regulations require housing providers to provide housing premises, including common areas, that are safe, secure, and in good repair.

29. Nevertheless, through at least March 2026, MAA charged tenants a monthly \$18 “community fee” that it represented in its tenant-facing materials and disclosures was used to pay

for MAA’s property taxes and insurance, as well as “the operation, repair, [and] maintenance of common areas like our green spaces, lawns, sidewalks, breezeways, and parking lot and more.”

30. With this fee, MAA has shifted the costs for its basic operational obligations onto tenants, charging them—in addition to the monthly rent they pay—for basic upkeep of the premises. Because that is MAA’s responsibility under the District’s housing regulations, the Rental Housing Act forbids it.

31. Moreover, MAA has deceived tenants as to how it uses the funds from the monthly community fee. Though MAA has stated in its fee disclosures to tenants that the community fee has been applied toward, among other things, the operation, repair, and maintenance of certain areas and facilities that it has specifically enumerated (*e.g.*, parking lots, green spaces), MAA has failed to disclose that it has in fact used the funds collected from the community fee to offset the costs of amenities, like a fitness center and “sparkling pool.”

32. While failing to disclose that it uses community fee funds to pay for amenity costs, MAA has *also* charged tenants a separate non-refundable \$300 “amenity fee” that it has told tenants and prospective tenants is “to help pay for costs associated with community amenities” that include a daily newspaper, concierge service, and “wellness amenities” like the fitness center and “sparkling pool,” sometimes as a “one-time” charge and at other times on an annual basis.

## **II. MAA Has Hidden the Total Cost of Living in Its Apartments From Prospective Tenants.**

### ***A. MAA’s Initially Advertised “Starting At” Price Has Been Impossible to Obtain.***

33. Price is a key element that prospective tenants consider when searching for a place to live. Websites that aggregate rental listings frequently allow searchers to filter their

results by price. The initially advertised price for a rental unit is therefore a critical data point for renters.


34. Through at least March 2026, MAA’s advertised rental prices did not include the mandatory monthly fees a tenant must pay to actually live at MAA Massachusetts Avenue, including the mandatory community fee and utility admin fee that MAA has charged monthly and that add up to hundreds of dollars extra that a tenant must pay over the course of a lease.

35. For example, a prospective tenant viewing MAA’s listing on Zillow.com, would see units listed with a “base” rent:

### Available units

Price may not include required fees and charges | [Costs & fees breakdown](#)

All (24) **Studio \$2,015+** 1 bed \$3,000+ 2 bed \$4,480+

Unit	Sqft	Available	Base rent ↑	
 <b>215A</b> Studio, 1 ba	405	Now	\$2,015	>
 <b>203B</b> <b>Special offer</b> Studio, 1 ba <a href="#">Floor plan</a>	397	Jan 5	\$2,565	>
 <b>213A</b> <b>Special offer</b> Studio, 1 ba <a href="#">Floor plan</a>	405	Nov 23	\$2,585	>
 <b>119</b> <b>Special offer</b> Studio, 1 ba <a href="#">Floor plan</a>	660	Now	\$3,100	>

36. Although the listing generically disclosed that listed prices “may not include required fees and charges,” MAA did not disclose either the type or the amount of any of the mandatory, recurring monthly fees it charged. When the prospective tenant clicked on a unit to

view the cost and fees breakdown, MAA only disclosed the upfront, one-time amenity fee and application fee:

Special offer

### Unit 119

Studio, 1 bath | \$3,100

Price may not include required fees and charges

[+ Book tour now](#)  
Next: Today, 4:00pm

[Request to apply](#)

^ Monthly rent, fees & charges

Required	
Monthly base rent	\$3,100

Optional

Pet rent	Contact
<small>Contact property for amount</small>	

**Estimated monthly total**      **\$3,100**

^ One-time fees & charges

Required	
Administration fee	\$385
Application fee	\$85

Optional

Pet deposit	Contact
<small>Contact property for amount</small>	

**Estimated total**      **\$470**

37. If a prospective tenant went to MAA’s website for its Massachusetts Avenue property,<sup>1</sup> “Available Units” were similarly listed with a “starting at” price:

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<sup>1</sup> <https://www.maac.com/district-of-columbia/washington-dc/maa-massachusetts-avenue/> (as displayed Oct. 21, 2025)

ALL (24)   STUDIO (3)   1 BEDROOM (17)   2 BEDROOM (4)

Unit #	Bedrooms/Baths	Sq. Ft.	Floor	Move-in	Rent Starting At	Amenities
Unit #119	Studio, 1 Bath	660 Sq. Ft.	1st Floor	10/25 - 10/28	\$3100	Stainless Steel Appliances, Den/Study, Hardwood Flooring, Upgraded Light Fixtures, Upgraded Plumbing Fixture, Backsplash, Studio Oxi-660 SF-FP
Unit #213A	Studio, 1 Bath	405 Sq. Ft.	2nd Floor	11/23 - 11/26	\$2580	Stainless Steel Appliances, Backsplash, Hardwood Flooring, Upgraded Light Fixtures, Upgraded Plumbing Fixture
Unit #203B	Studio, 1 Bath	397 Sq. Ft.	2nd Floor	01/05 - 01/08	\$2565	Alarm System, Stainless Steel Appliances, Backsplash, Hardwood Flooring, Upgraded Light Fixtures, Upgraded Plumbing Fixture

38. MAA, however, never charged the prospective tenant *only* that “base” or “starting at” rent. In reality, the actual rent for Unit #119 was \$3,121.50 because of MAA’s mandatory community fee and utility admin fee.

39. The use of ambiguous language like “base” rent or rent “starting at” to characterize the advertised rent implies that one could pay that amount to live in one of MAA’s units. In reality, because MAA charged mandatory monthly fees, there was no way to live at MAA Massachusetts Avenue by paying just the “base” or “starting at” price that was initially advertised.

***B. MAA Has Also Obscured the Existence of Event-Based Fees and a Utility Admin Fee From Potential Tenants Prior to Collecting Their Information and Application Fees.***

40. On top of the mandatory monthly fees MAA has charged its tenants, MAA charges a host of “event-based” fees that, through at least March 2026, it obscured from prospective tenants. These fees, which are triggered by the occurrence of certain events after lease signing, include a transfer fee for changing units mid-lease (50% of the monthly rent), an early lease termination fee (two months’ base rent), an “additional” early termination fee

charged at pro-rated rent for less than 60 days' notice of early lease termination, a \$16 monthly fee for failure to obtain renters' insurance, late payment fees (5% of monthly rent), a \$4 fee if a payment is returned for insufficient funds, and the \$350 roommate release fee.

41. Through at least March 2026, MAA did not disclose these fees on its website's fee disclosure page (where fees like the monthly community fee and amenity fee are listed) and instead obscured these fees by including them only on the third and fourth pages of a PDF labeled "Residency Selection Criteria," which is linked on a separate page, apart from other fee disclosures, where prospective tenants were less likely to find them.

42. Through at least March 2026, MAA also did not disclose these fees in its listings on aggregator sites like Zillow or Apartments.com, again reducing the likelihood that prospective tenants would learn about the fees prior to the signing of a lease.

43. In addition, through at least March 2026, MAA charged tenants a monthly \$3.50 utility admin fee, which it stated on its website was not for utilities themselves, but rather for "administrative services" associated with "utility metering, allocation, account management, and/or billing." Prior to 2025, MAA did not disclose this fee, its purpose, or its amount to prospective tenants prior to the signing of a lease, as the fee was only mentioned in the lease agreement.

## **CAUSES OF ACTION**

### **COUNT ONE**

#### **Unlawful Trade Practices Violating D.C. Code § 42-3505.10, in Violation of the Consumer Protection Procedures Act, D.C. Code § 28-3904**

44. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

45. The CPPA is a broadly construed remedial statute that prohibits unfair and deceptive trade practices.

46. The CPPA requires merchants, including landlords and residential property management companies, to provide consumers with truthful information about consumer goods and services that are or would be sold, leased, or transferred in the District by prohibiting specifically enumerated unfair and deceptive trade practices.

47. In addition, the CPPA prohibits merchants, including landlords and residential property management companies, from violating certain District of Columbia laws, including the Rental Housing Act, D.C. Code § 42-3505.10, in connection with consumer transactions. Violating D.C. Code § 42-3505.10 in connection with a consumer transaction is a per se violation of the CPPA under D.C. Code § 28-3904.

48. The goods and services that MAA provides to consumers, i.e. rental housing, are for personal, household, or family purposes and, therefore, under D.C. Code § 28-3901(a)(2)(B), (a)(7), are consumer goods and services.

49. MAA, in the ordinary course of business, supplies consumer goods and services and, therefore, is a merchant under the CPPA, D.C. Code § 28-3901(a)(3).

50. Tenants and prospective tenants who seek to enter into lease agreements with MAA are consumers under the CPPA because they lease and receive rental units for personal, household, or family purposes. D.C. Code § 28-3901(a)(2)(A).

51. D.C. Code § 42-3505.10 sets out requirements for housing providers in connection with the tenant screening and application process.

52. D.C. Code § 42-3505.10(b)(3) forbids charging a prospective tenant a fee other than an application fee prior to the signing of a lease.

53. Through at least April 2024, MAA violated D.C. Code § 42-3505.10(b)(3) by charging prospective tenants a \$385 processing fee after an application was approved but prior to the signing of a lease.

54. D.C. Code § 42-3505.10(b)(4) prohibits charging an outgoing tenant a replacement fee in excess of the amount allowed for an application fee, currently \$54.

55. Through at least March 2026, MAA violated D.C. Code § 42-3505.10(b)(4) by charging a \$350 roommate release fee that, under the terms of MAA's standard lease agreement, had to be paid by residents seeking a roommate release.

56. D.C. Code § 42-3505.10(b-2)(1) forbids charging fees “for services required of the housing provider to maintain a unit in a condition consistent with the implied warranty of habitability and with Titles 12 and 14 of the District of Columbia Municipal Regulations, or substantially similar subsequent regulations.”

57. Through at least March 2026, MAA violated D.C. Code § 42-3505.10(b-2)(1) by charging tenants a monthly community fee for services required by the implied warranty of habitability and Titles 12 and 14 of the District of Columbia Municipal Regulations, including 12 D.C.M.R §§ G-302, 305 and 14 D.C.M.R. §§ 701, 800. In particular, MAA charged a community fee for the operation, maintenance, and repair of common areas it is required to keep in habitable condition.

58. D.C. Code § 42-3505.10(a)(1) requires that, before requesting any information or fees as part of a screening, a housing provider must notify a prospective tenant in writing or in “a manner accessible to [the] prospective tenant” of “the amount and purpose of each fee or deposit, whether mandatory or voluntary, that may be charged to a tenant or prospective tenant and whether the fee or deposit is refundable[.]”

59. MAA violates D.C. Code § 42-3505.10(a)(1) by failing to adequately notify prospective tenants of the amount and purpose of its event-based fees—including a roommate release fee, a unit transfer fee, early termination fees, a fee for failure to obtain renters' insurance, a late payment fee, and a fee for payments returned for insufficient funds—in an accessible manner prior to collecting any fees or information from them. In addition, MAA violated D.C. Code § 42-3505.10(a)(1) until 2025 by failing to notify prospective tenants of the existence of, amount, and purpose of its monthly utility admin fee.

60. Therefore, MAA has violated the CPPA, D.C. Code § 28-3904, by engaging in trade practices that violate D.C. Code § 42-3505.10, including by:

- a. Charging prospective tenants a processing fee in addition to an application fee prior to the signing of a lease;
- b. Charging tenants a roommate release fee in excess of the statutory cap on such fees;
- c. Charging tenants a monthly community fee for services already required of MAA under the implied warranty of habitability and District of Columbia housing regulations, including the basic upkeep of premises; and
- d. Failing to adequately notify prospective tenants of the amount and purpose of its event-based fees and, until 2025, its utility admin fee before requesting information and fees as part of its tenant screening process.

61. Each of MAA's violations of D.C. Code § 42-3505.10, as alleged in this Count, constitutes a separate violation of the CPPA.

**COUNT TWO**  
**Deceptive Trade Practices in Violation of the Consumer Protection Procedures Act,**  
**D.C. Code § 28-3904**

62. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

63. The deceptive trade practices that the CPPA prohibits in connection with the offer, sale, and supply of consumer goods and services include:

- a. Misrepresenting as to a material fact which has a tendency to mislead, D.C. Code § 28-3904(e);
- b. Failing to state a material fact if such failure tends to mislead, D.C. Code § 28-3904(f);
- c. Using innuendo or ambiguity as to a material fact, which has a tendency to mislead, D.C. Code § 28-3904(f-1); and
- d. Advertising or offering 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).

64. Through at least March 2026, MAA has violated the CPPA, including one or more of the foregoing CPPA provisions, by:

- a. Misrepresenting to prospective tenants the actual cost of renting a unit;
- b. Failing to disclose to prospective tenants the total cost of renting a unit;
- c. Misrepresenting to prospective and current tenants how its community fee is used;
- d. Failing to disclose it charges tenants a monthly community fee in part to cover the cost of the amenities that it already has charged a separate amenity fee for;
- e. Using innuendo or ambiguity in disclosures about the community fee to obscure the community fee's purpose;

- f. Using innuendo or ambiguity in consumer-facing materials and its website as to the actual cost of renting a unit; and
  - g. Advertising rental units without the intent to rent them at the “base” or “starting at” price initially advertised when it is not possible to rent a unit for that price because of mandatory monthly fees.
65. Each of these deceptive acts or practices constitutes a separate violation of the CPPA.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff the District of Columbia respectfully requests the Court:

- (a) Issue, in accordance with D.C. Code § 28-3909(a), a permanent injunction that prohibits Defendant from continuing to engage in unfair and deceptive conduct that harms District consumers in violation of the CPPA;
- (b) Order Defendant to pay restitution and damages in an amount to be proved at trial, in accordance with D.C. Code § 28-3909;
- (c) Award civil penalties per violation of the CPPA in an amount to be proved at trial, in accordance with D.C. Code § 28-3909(b);
- (d) Award the District the costs of this action and reasonable attorney’s fees, in accordance with D.C. Code § 28-3909(b); and
- (e) Grant such further relief as the Court deems just and proper.

**JURY DEMAND**

The District of Columbia demands a jury trial by the maximum number of jurors permitted by law.

Dated: April 27, 2026

Respectfully submitted,

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