IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DISTRICT OF COLUMBIA 400 6th Street NW Washington, DC 20001 *Plaintiff*, v. **DELTA 2 OWNER LLC** 1121 12th Street NW Washington, DC 20005 **DP MANAGEMENT LLC D/B/A/ FARIA MANAGEMENT** 1121 12th Street NW Washington, DC 20005 **BUWA BINITIE** 1121 12th Street NW Washington, DC 20005 *Defendants*.	Case No: **JURY TRIAL DEMANDED**

COMPLAINT

Plaintiff the District of Columbia ("District") brings this civil action against Defendants Delta 2 Owner LLC, DP Management LLC d/b/a Faria Management, and Buwa Binitie (collectively, "Defendants") for failure to maintain 1400 Florida Avenue NE, a multi-family residential property otherwise known as Delta Pearl, in a safe, habitable, and secure condition, in violation of the Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901, *et seq*., and the Tenant Receivership Act ("TRA"), D.C. Code § 42-3651.01, *et seq.* In support of its claims, the District states as follows:

INTRODUCTION

1. Delta Pearl is a 10-story, 166-unit apartment building located at 1400 Florida Avenue NE, Washington, DC 20002 ("Property"). Fifty-one percent of its units are designated as affordable housing for individuals earning below 80 percent of the area's median income, based on a covenant recorded with the Recorder of Deeds.

2. Located in Ward 5's H Street Corridor, Delta Pearl remains an important source of affordable housing in a rapidly developing area in the District.

3. The structure that is now Delta Pearl was built in 1979 and originally housed senior citizens in affordable housing units. Defendant Delta 2 Owner LLC purchased the Property in 2022, and in 2023, Defendant Buwa Binitie acquired financing to renovate and redevelop the building through his development company, Dantes Partners LLC, and in partnership with Gilbane Development Corporation and the Delta Housing Corporation. The tenants in the senior living community were relocated to a new building, and Defendant Binitie completed the renovation of Delta Pearl in November 2023.

4. While the Property appeared freshly repaired when it re-opened in 2023, conditions quickly deteriorated. Since 2023, Defendants have allowed conditions at the Property to decline to a level that poses a severe threat to the life, health, and safety of tenants.

5. The serious and chronic issues at the Property include an ongoing, building-wide HVAC outage, which has left tenants without air conditioning during the hottest days of summer; frequently inoperable elevators; persistent rodent and pest infestations; a complete lack of secured doors, both externally and internally; a fire whose resulting damage was left unaddressed, leading to an entire floor of boarded-up units; badly damaged interior surfaces caused by persistent water leaks; and piles of unaddressed trash within the building that exacerbate the preexisting infestations.

6. During the sweltering temperatures of the summer of 2026, when the Office of the Attorney General for the District of Columbia ("OAG") questioned Defendant Binitie about the building-wide lack of air conditioning, he openly admitted that he had no immediate plan to remedy the issue.

7. The District's Department of Buildings ("DOB") has cited Defendants for numerous Property Maintenance Code violations at the Property since October 2024. The Property has 199 unabated violations from the past 15 months alone, 169 of which occurred in 2026. Seventy-one of the violations are emergency violations that require abatement within one day.

8. These unabated Property Maintenance Code violations and other dangerous and unsanitary conditions demonstrate that Defendants are consistently failing to address unsafe, squalid, deteriorating conditions at the Property.

9. Because of Defendants' repeated violations of District law, the District seeks temporary, preliminary, and permanent injunctive relief, restitution for the Property's tenants, and civil penalties.

PARTIES

10. 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 CPPA and the TRA. *See* D.C. Code §§ 28-3909, 42-3651.03.

11. Delta 2 Owner LLC ("Delta LLC") is a domestic limited liability company organized under the laws of the District of Columbia. It has owned the Property since 2022. Delta LLC's principal business address is 1121 12th Street NW, Washington, DC 20005.

12. DP Management LLC d/b/a Faria Management LLC ("Faria") is a domestic limited liability company organized under the laws of the District of Columbia. Faria is the property management company that manages day-to-day operations of the Property. Faria has managed the Property since its redevelopment in November 2023. Faria's principal business address is the same as Delta LLC's address.

13. Buwa Binitie is a natural person and a beneficial owner of both Delta LLC and Faria. His address as the beneficial owner of the two other Defendants is the same as the listed address of both entities. His personal address is 7409 16th Street NW, Washington, DC 20012.

14. Defendant Binitie is also the Founder and CEO of Dumas Collective, which its website describes as a "collective of companies focused on development, acquisition, property management, and construction management" that has "successfully financed, developed, and acquired over 9,000 units" and currently "manages a robust portfolio of over 2,000 units" across the Mid-Atlantic region. The collective's holdings include Faria, as well as Dantes Partners, a real estate development company. In DC specifically, Defendant Binitie currently owns 15 properties located in Wards 1, 2, 4, 5, 6, 7, and 8. Each property is owned by a unique LLC, of which Defendant Binitie is a beneficial owner. Faria manages 12 of those 15 properties. All 15 properties are designated affordable housing and are supported by various public housing finance and/or subsidy programs.

JURISDICTION

15. This Court has subject matter jurisdiction under D.C. Code §§ 11-921(a)(6), 28-3909, and 42-3651.03(a).

16. This Court has personal jurisdiction over Defendants under D.C. Code § 13-423.

FACTUAL ALLEGATIONS

I. DOB's Inspections and OAG's Investigation Have Revealed Pervasive and Longstanding Unsafe and Unsanitary Conditions Throughout the Property.

17. For over a year, tenants at Delta Pearl have endured rodent and pest infestations, a lack of security, elevator outages, heat and air conditioning outages, fire and electrical hazards, and trash buildup throughout the Property.

18. Because of Defendants' neglect, conditions at the Property have rapidly deteriorated and become increasingly dire over the past six months.

19. Defendant Faria has been largely absent from the Property, with no property manager on site throughout 2026, and tenants' requests for repairs have gone unanswered.

20. Air conditioning at the Property stopped working completely on July 1, 2026, in the middle of a heat wave, with outside temperatures reaching 102 degrees. When OAG notified Defendants of the issue, Defendant Faria explicitly confirmed that they were not planning to restore air conditioning to the building because of alleged tenant "bad actors." Defendant Binitie himself later stated that instead of repairing the building-wide air conditioning outage, as required by District law, he intended to relocate some tenants, rid the building of "bad actors," and "in turn shut the building down," thus allowing the tenants whom he chooses not to relocate to continue living in uninhabitable conditions.

21. Defendants' neglect of the Property and explicit refusal to comply with District laws have harmed tenants and rendered critical affordable housing units effectively uninhabitable.

A. Defendants Have Failed to Remedy a Months-Long, Building-Wide Lack of Air Conditioning.

22. Tenants at the Property have been without working air conditioning since July 1, 2026.

23. In early July, OAG's Consumer and Tenant Response ("CTR") team began receiving complaints from tenants at the Property who stated that they did not have working air conditioning. CTR staff spoke to four tenants, all of whom stated that the entire Property had not had air conditioning since July 1, 2026.

24. Tenants attempted to contact Defendants to inform them of the non-working air conditioning, reaching out to Defendants by phone, by email, through an online portal, and even by going in person to the on-site office, which was empty. Tenants reported that Defendants did not respond to any of their attempts to notify them of the non-working air conditioning.

25. On July 16, 2026, CTR sent a letter to Defendants Faria and Binitie informing them of the tenants' complaints regarding air conditioning, reminding them of their obligation to maintain working air conditioning, and asking for repairs on behalf of the tenants.

26. Also on July 16, Corey Powell, who is upon information and belief the Chief Operating Officer of both Defendant Faria and Dantes Partners, acknowledged receipt of CTR's letter from an email address connected to Dantes Partners, Defendant Binitie's development company.

27. On July 17, CTR again requested a response from Defendant Faria to its letter regarding the air conditioning outage. Corey Powell responded again, this time from an email address connected to Defendant Faria, and confirmed that the building's chiller was not working. He stated that the lack of air conditioning was "caused by an act of vandalism" and Defendants could not provide a timeline for its repair.

28. Defendant Faria also blamed the lack of repairs on tenants' alleged failure to pay rent and claimed that the non-payment of rent and alleged vandalism had "rendered continued operations financially unsustainable."

29. On July 30, Defendant Binitie reiterated that Defendant Delta LLC did not have the necessary resources to address the conditions at the Property and stated that he intended to relocate some tenants, rid the Property of the "bad actors," and "in turn shut the building down."

30. Tenants have reported temperatures in their units as high as 84 and 94 degrees.

31. As of the date of this Complaint, the building-wide air conditioning outage at the Property has not been repaired.

B. Defendants Have Failed to Maintain Elevators in Proper and Safe Condition.

32. The Property's 10 stories are served by only two elevators. For several months, many tenants at the Property have been forced to either climb multiple flights of stairs or risk using elevators that are frequently inoperable. The persistent lack of reliable elevator service has created daily hardship for residents.

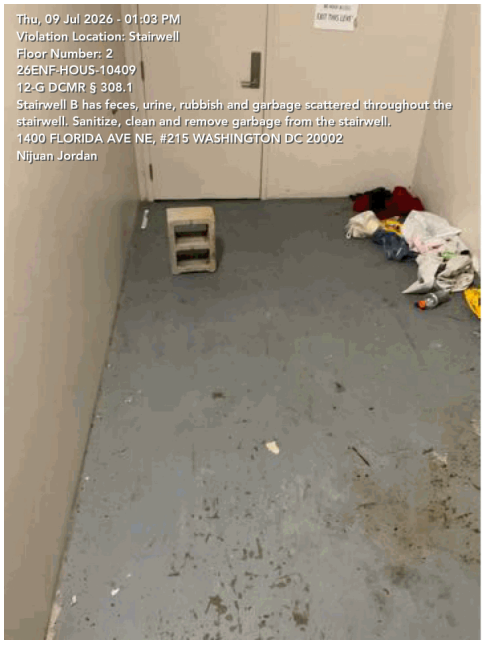
33. From December 2025 to August 2026, DOB issued Defendants 15 separate emergency Notices of Infraction ("NOIs") regarding at least one elevator being non-functional, including six violations in July 2026 alone.

34. Between June and July 2026, both elevators were simultaneously inoperable for several weeks. During this time, tenants were forced to navigate unsafe and exhausting conditions: parents struggled to carry children up and down multiple flights of stairs, and tenants with serious medical conditions worried about exacerbating them due to the physical strain.

35. The condition of the elevators has been compounded by the state of the stairwells, which routinely have been unsanitary and hazardous. On July 8 and July 9, 2026, DOB inspectors observed feces, urine, trash, and debris throughout the stairwells. Tenants have expressed fear of even touching the railings due to the unsanitary conditions.

36. On July 23, DOB placed "unsafe for use" tags on both elevators. As of the date of this Complaint, those tags remain in place, rendering both elevators unusable.

An August 4, 2026 photo showing DOB's "unsafe for use" tags.



A photo attached to a July 9, 2026 NOI concerning feces, urine, rubbish, and garbage scattered throughout the stairwell.

37. Despite their awareness of the elevators' repeated failures and the prolonged periods during which both elevators have been inoperable, Defendants have failed to take adequate corrective measures.

C. Defendants Have Failed to Address Chronic Rodent and Pest Infestations That Endanger Residents.

38. Tenants at the Property have suffered from rodent and pest infestations since at least August 2025. DOB has issued 10 NOIs regarding infestations since then, and each remains unabated. DOB has documented insect infestations in one tenant's dishwasher, extensive rodent burrows on the exterior of the Property, and evidence that a rodent chewed through cabinets in a tenant's kitchen.

39. When OAG investigators visited the Property on June 10, 2026, they noticed a strong odor associated with rodent infestation in the building's lobby and observed a dead rat in the

Property's parking lot. Rodents had chewed through the ceiling of the Property's lobby, and dead horseflies were visible throughout the lobby.

40. One tenant, Starr Lindsey, reported that she has seen both rats and mice in the building. She has noticed the smell of the rats throughout the lobby. She has also seen roaches, flies, and gnats; the flies are so bad in the lobby that the on-site security purchased their own fly traps. Ms. Lindsey has estimated that the fly traps in the lobby need to be changed out at least weekly, if not daily. She has purchased so many extermination products for her own apartment, including bug sprays and products to mask the rodent smell, that she has had difficulty keeping track of the total cost. Ms. Lindsey even adopted a cat to keep rodents out of her own unit.

41. Another tenant, Tiara Humphrey, also reported seeing rats and mice in the building. The rodent infestation has caused Ms. Humphrey significant distress because she has two very young children, and she has concerns about the diseases and germs that rodents can carry. Ms. Humphrey has had roaches in her unit since she moved in in January 2025. Despite having been notified of the issue, Defendants have never sent an exterminator to her unit. A housing program that Ms. Humphrey participates in sent an exterminator to her unit in spring 2025, which helped, but because the rest of the building was untreated, roaches quickly began coming back to her unit after the extermination. Ms. Humphrey has spent roughly $50 of her own money to buy extermination products, including roach spray.

D. Defendants Have Been Repeatedly Cited for Exposing Tenants to Ongoing Fire and Electrical Hazards.

42. Since December 2025, DOB has issued Defendants nine separate NOIs related to the requirement that an owner of a property must provide and maintain code-compliant fire safety facilities and equipment. DOB also has documented Defendants' failures to display annual fire safety certifications and malfunctioning fire alarm panels. One tenant, Shawana Taylor, reported that she

does not have a working smoke detector in her unit. She reported the issue to Faria, but no one has come to the unit to assess or fix her smoke detector.

43. DOB has issued another five NOIs to Defendants for failing to maintain fire alarm and sprinkler systems in accordance with the District's Property Maintenance Code.

44. Further, DOB issued an NOI to Defendants for exposed electrical wiring in June 2025—an emergency, Priority 1 infraction that requires abatement within one day. That violation remains unabated to this day.

45. In February 2026, there was a fire on the 7th floor of the Property. After the fire, Defendants boarded up most of the apartments on the 7th floor. Those apartments remain boarded. DOB issued an NOI mandating that Defendants repair all defective surface conditions on the walls and ceilings of the common hallway on the 7th floor. Defendants have not made any repairs, and the floor appears to be deserted.

Photos taken on June 10, 2026 of boarded up units on the 7th floor of the Property.

E. Defendants Have Failed to Maintain Doors in Proper and Secure Condition and to Control Access to the Property.

46. Of the Property's 199 outstanding infractions cited by DOB, 13 relate to the failure to maintain windows, doors, and gates in proper condition.

47. The Property's exterior gate has been broken since at least August 2025, allowing anyone to enter the grounds surrounding the building. DOB first cited Defendants for the broken exterior gate in August 2025, and OAG investigators noted in their June 10, 2026, visit that the Property's exterior gate remained broken, 10 months after DOB issued its first NOI to Defendants.

48. Prior to February 2026, a key fob was required to access the main entrance of the Property from outside and to exit the stairwells on residential floors once inside the building. In February 2026, the fire on the 7th floor disrupted the Property's electrical system, rendering the key fob system throughout the building inoperable. Despite Defendants' knowledge of this issue, they have yet to make repairs. Defendants' failure to restore the key fob system for the past six months has allowed unrestricted access to all floors of the Property.

49. On June 9 and July 28, 2026, DOB issued NOIs citing Defendants for failing to maintain the Property's entrance door in a condition that allows it to properly lock, and even prior to the February 2026 fire, Defendants received an NOI showing that stairwell doors were missing doorknobs.

50. Tenants have observed individuals who are not tenants sleeping in the common areas of the Property.

51. On July 8, 2026, a DOB inspector observed bedding and furnishing associated with residential occupancy in the Property's package room. DOB issued an NOI with an emergency infraction directing Defendants to immediately cease allowing individuals to use the package room for sleeping purposes. That infraction remains unabated.

52. Compounding the issue of uncontrolled access to the Property is the fact that the majority of the units in the Property are vacant. Tenants report that individuals who are not tenants have been occupying these vacant units, and despite the tenants voicing serious concerns for their own safety and well-being, Defendants have failed to take reasonable steps to investigate or remove such individuals.

53. Tenants have reported recent shootings at the Property, both in the building and in the parking lot. Metropolitan Police Department incident reports show that there have been at least three incidents involving gunfire on the Property or in the immediate vicinity of the Property in the past year. These events, in addition to the unsecured doors, parking gate, and unauthorized persons in the building, have caused tenants to feel unsafe at the Property.

F. Defendants Have Allowed Extensive Trash Buildup, Causing Unsanitary Conditions and Rodent and Insect Infestations.

54. During the past year, Defendants have failed to adequately dispose of trash at the Property, allowing trash to back up the trash chute and accumulate throughout the Property.

55. DOB issued at least nine infractions to Defendants in July 2026 alone for their failure to keep the Property free of garbage. Pictures included in NOIs show debris scattered throughout the Property's stairwells and on the exterior of the Property, and bags of trash left throughout the Property's hallways and trash room.

56. Tenants report that trash oftentimes does not get picked up, causing the trash chute to become clogged with excess trash. As a result, new bags of trash do not fit in the trash chute, and instead accumulate outside the chute in the trash room and hallways. The accumulation of trash attracts insects, roaches, and rodents. One tenant reported the trash chute being full all the way up to the 7th floor because no one came to pick up the trash.

G. Defendants Have Failed to Maintain Interior Surfaces Within Units in a Safe, Sanitary, and Waterproof Condition.

57. Since June 2025, DOB has issued at least 15 NOIs related to poorly maintained interior surfaces at the Property caused by water leaks. All 15 violations remain unabated.

58. Throughout the Property, tenants have lived with warped, water-damaged, and stained walls, ceiling, and floors. These conditions have persisted despite repeated tenant complaints to the Property's management and DOB's issuance of NOIs.

59. In one unit, DOB inspectors observed that water had accumulated beneath the flooring and that water rose to the surface whenever pressure was applied. DOB inspectors also observed staining on the kitchen ceiling consistent with water damage.

60. On multiple occasions, DOB inspections have revealed water damage throughout entire apartments. In unit 503, inspectors noted drooping paint on the walls in the living room and bedroom and stains on the kitchen ceiling. In unit 403, inspectors noted drooping paint in the bathroom and closet and stains on the kitchen ceiling.

CAUSES OF ACTION

COUNT ONE
Unfair and Deceptive Trade Practices in Failing to Maintain the Property in Habitable Condition, in Violation of the Consumer Protection Procedures Act, D.C. Code § 28-3904

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

62. The CPPA is a broadly construed remedial statute that prohibits unfair and deceptive trade practices. It requires merchants to provide consumers with truthful information about consumer goods and services that are or would be sold, leased, or transferred in the District. The CPPA also prohibits merchants from violating other District of Columbia laws.

63. The leasing of housing is for personal, household, or family purposes and, therefore, under D.C. Code § 28-3901(a)(2)(B), (a)(7), is a consumer good and service.

64. Defendants, in their ordinary course of business, offer either directly or indirectly to lease or supply consumer goods and services—i.e., housing—and therefore are "merchants" under the CPPA. D.C. Code § 28-3901(a)(3).

65. Tenants at the Property are "consumers" under the CPPA because they rent their apartments for personal, household, or family purposes. D.C. Code § 28-3901(a)(2).

66. The deceptive trade practices that the CPPA prohibits in connection with the sale, lease, or transfer of consumer goods and services include:

a. Representing that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have, D.C. Code § 28-3904(a);

b. Misrepresenting as to a material fact which has a tendency to mislead, D.C. Code § 28-3904(e);

c. Failing to state a material fact if such failure tends to mislead, D.C. Code § 28-3904(f); and

d. Using innuendo or ambiguity as to a material fact, which has a tendency to mislead, D.C. Code § 28-3904(f-1).

67. The unfair trade practices that the CPPA prohibits in connection with the sale, lease, or transfer of consumer goods and services include trade practices that, though not separately enumerated in D.C. Code 28-3904, violate other District of Columbia laws and regulations, as well as trade practices that violate "any provision of Title 16 of the District of Columbia Municipal Regulations." D.C. Code § 28-3904(dd).

68. Defendants have violated the CPPA, including one or more of the foregoing CPPA provisions, by:

a. Representing to tenants affirmatively and/or through ambiguity that the Property is safe and habitable and is maintained in compliance with the District's Property Maintenance Code when, in fact, the Property is not safe and habitable and Defendants do not maintain the Property up to code, in violation of D.C. Code § 28-3904(a), (e), (f);

b. Representing to tenants affirmatively and/or through ambiguity that Defendants comply with the implied warranty of habitability by maintaining the Property in compliance with the District's Property Maintenance Code, when, in fact, Defendants do not maintain the Property up to code, in violation of D.C. Code § 28-3904(a), (e), and (f-1);

c. Representing to tenants affirmatively and/or through ambiguity that Defendants have abated or will abate all District Property Maintenance Code violations and any other material defects that pose a threat to the health, safety, or security of the tenants when, in fact, they have not done so, in violation of D.C. Code § 28-3904(e);

d. Failing to disclose to tenants that the Property is not safe and habitable and that Defendants do not maintain the Property in compliance with the District's Property Maintenance Code, in violation of D.C. Code § 28-3904(f);

e. Failing to disclose to tenants that Defendants do not comply with the implied warranty of habitability and do not maintain the Property up to code, in violation of D.C. Code § 28-3904(f);

f. Failing to disclose to tenants that Defendants have not abated and will not abate all District Property Maintenance Code violations and any other material defects that pose a threat to the health, safety, or security of the tenants, in violation of D.C. Code § 28-3904(f); and

g. Failing to maintain the Property in compliance with the District's Property Maintenance Code, in violation of 16 D.C.M.R. § 3309, and therefore in violation of D.C. Code § 28-3904(dd).

h. Failing to maintain the Property in compliance with the implied warranty of habitability, in violation of 14 D.C.M.R. § 301, and therefore in violation of D.C. Code § 28-3904.

69. Each of these deceptive and unfair acts or practices constitutes a separate violation of the CPPA.

70. Defendants' unlawful acts and practices in violation of the CPPA have harmed District residents, including current and former tenants of the Property.

71. Defendants' unlawful acts and practices in violation of the CPPA have harmed the public interest by presenting a clear threat to the health and safety of District residents.

72. Defendant Buwa Binitie is personally liable under the CPPA for illegal conduct in violation of the CPPA because he has had the authority to control Delta LLC and Faria and has known of the unfair and deceptive trade practices described above, has had the power to stop them, and has not stopped them.

COUNT TWO
Petition for Appointment of a Receiver under the Tenant Receivership Act for Failure to Maintain the Property in a Safe and Habitable Condition, D.C. Code §42-3651.02

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

74. The Attorney General may petition the Court to appoint a receiver over a rental housing accommodation when it is "operated in a manner that demonstrates a pattern of neglect for the property for a period of 30 consecutive days and such neglect poses a serious threat to the health, safety, or security of the tenants." D.C. Code § 42-3651.02(b).

75. A pattern of neglect exists where the "owner, agent, lessor, or manager of the rental housing accommodation has maintained the premises in a state of disrepair that constitutes a serious threat to the health, safety, or security of the tenants" including "vermin or rat infestation; filth or contamination; inadequate ventilation, illumination, sanitary, heating or life safety facilities; inoperative fire suppression or warning equipment; inoperative doors or window locks; or any other condition that constitutes a hazard to tenants, occupants or the public." D.C. Code § 42-3651.02(c)(1)-(2) (sequential lettering and capitalization omitted).

76. A receiver may also be appointed if "a rental housing accommodation has been cited by the Department of Buildings for a violation of chapters 1 through 16 of Title 14 of the District of Columbia Municipal Regulations or Title 12 of the District of Columbia Municipal Regulations, or its equivalent, which violation poses a serious threat to the health, safety, or security of the tenants," and the owner, lessor, or manager has failed to abate the violations after being properly notified. D.C. Code § 42-3651.02(a)(1)-(2).

77. Defendants Buwa Binitie, Delta 2 Owner LLC, and DP Management LLC d/b/a Faria Management are the owners and/or agents of the owners of the Property under D.C. Code §§ 42-3651.02(c)(1), 42-3651.05(f)(2).

78. Defendants have operated the Property in a manner that demonstrates a pattern of neglect for over 30 days under D.C. Code § 42-3651.02(b)-(c). The Property suffers from chronic and severe disrepair, including but not limited to a building-wide, longstanding air conditioning outage; frequent elevator outages; rodent, insect, and roach infestation; faulty or missing fire safety systems and unrepaired damage after an apartment fire; unsecure exterior and interior doors, including a nonfunctioning key fob system; and persistent water leaks leading to unsafe and unsanitary conditions. This pattern of neglect began after Defendants purchased and redeveloped the Property and has been ongoing for at least one year—well beyond the statutory minimum of 30 consecutive days.

79. DOB properly notified Defendants of their violations of law via first class U.S. mail in accordance with D.C. Code § 42-3651.02(a)(2).

80. Since being notified by DOB, Defendants have failed to timely abate the violations DOB has cited, instead disregarding numerous DOB notices of infraction.

81. Defendants' neglect of the Property poses a serious threat to the health, safety, and security of the tenants.

PRAYER FOR RELIEF

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

a. Declare that Defendants have violated the CPPA by failing to comply with the Property Maintenance Code and engaging in unfair and deceptive trade practices, in violation of D.C. Code § 28-3904;

b. Temporarily, preliminarily, and permanently enjoin Defendants from violating the CPPA by failing to comply with the Property Maintenance Code and engaging in unfair or deceptive trade practices, under D.C. Code § 28-3909(a);

c. Award restitution and damages to the Property's tenants, to be paid by Defendants, for Defendants' violations of the CPPA, in an amount to be proven at trial, under D.C. Code § 28-3909(a)-(b);

d. Award against Defendants civil penalties payable to the District for each violation of the CPPA, in an amount to be proven at trial, under D.C. Code § 28-3909(b);

e. Appoint a receiver who has demonstrated to the Court the expertise to develop and supervise a viable abatement plan for the satisfactory rehabilitation of the Property, under D.C. Code § 42-3651.05;

f. Order that Defendants contribute funds in excess of the rents collected from the Property for the purpose of abating Property Maintenance Code violations and assuring that any conditions that are a serious threat to the health, safety, or security of the occupants or the public are corrected, under D.C. Code § 42.3651.05(f);

g. Award the District the attorneys' fees and costs it incurs in bringing this action, under D.C. Code § 28-3909(b); and

h. Award such other relief as this Court deems just and proper.

JURY DEMAND

The District demands a trial by jury on all issues triable as of right by a jury in this action.

Respectfully Submitted,

Dated: September 2, 2026

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[1] Admission to the DC Bar pending; practicing in the District of Columbia pursuant to Rule 49(c)(4), which permits an attorney who is not a member of the D.C. Bar to provide legal services to the District as an employee during the first year of employment if the attorney is admitted to another United States jurisdiction.