

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

Venus Little)
1200 North Capitol Street NW, #C501)
Washington, DC 20002)
)
Tyler House Tenant Association)
1200 North Capitol Street NW)
Washington, DC 20002)
)
Plaintiff,)
)
v.)
)
Tyler House Associates 1995 LLC)
832 Germantown Pike, Suite 5)
Plymouth Meeting, PA 19462)
)
SHNIR Management)
2502 Eutaw Place)
Baltimore, MD 21217)
)
Defendants.)

Docket No: _____

COMPLAINT

Plaintiffs Venus Little and the Tyler House Tenant Association (“Tenant Association”),
by and through their undersigned counsel, allege as follows:

1. Ms. Venus Little is a longtime resident of Tyler House, an apartment complex located in the Truxton Circle neighborhood of Washington, D.C. As President of the Tenant Association, she and her fellow tenants have sought to exercise their right to organize to address housing conditions, safety, and other tenant concerns that have not received an adequate response from management. Yet, in open defiance of District of Columbia law protecting the rights of tenants to form and operate a tenant organization, management at Tyler House has repeatedly thwarted her efforts. Ms. Little and the Tenant Association bring this lawsuit to

remove the illegal barriers preventing the Tenant Association and its leaders and members from organizing and asserting their rights with a collective voice, as protected under DC law.

2. SHNIR Management staff at Tyler House Apartments and Tyler House Associates 1995, LLC, through their property management agents, (collectively, “Defendants”) have repeatedly refused to allow use of the community room for organizing activities, refused to allow tenants to freely distribute information regarding the Tenant Association, denied or impeded invited tenant organizers from canvassing and meeting with tenants, and threatened to evict Tenant Association president, Venus Little.

3. Tenants at Tyler House have attempted to engage in protected organizing activities, such as holding Tenant Association meetings, disseminating informational literature, inviting tenant organizers to assist their organizing efforts, and advocating for each other as a unified group in response to concerns with the Owner and Property Management. Defendants responded to these lawful organizing activities with consistent obstruction and targeted retaliation.

4. Defendants refused to grant the Tenant Association access to the community room on numerous occasions, while allowing other groups to use the space during the same timeframe. Defendants removed lawfully placed organizing literature from the flier holder in the building’s entry way and demanded that Ms. Little receive approval from management for any future literature before posting it. Further, Defendants served Ms. Little with a baseless Notice to Quit alleging she owed thousands of dollars in unpaid rent and that Defendants had previously terminated her lease - even though she had paid and was current with her rent. Defendants’ attorney also threatened Ms. Little with legal action if she continued her organizing

activities, and contacted Ms. Little directly even though Defendants knew she and the Tenant Association were represented by counsel.

5. Defendants' actions, described in greater detail below, are in clear violation of the District of Columbia' Right to Organize Act of 2006 ("Tenants' Right to Organize Law" or "Right to Organize law"). D.C. Code § 42-3505.06. Under the Right to Organize Law, tenants are explicitly granted the right to engage in self-organization activities to assist each other, advocate to address tenants' concerns, and improve the living conditions they face. Defendants' actions preventing Plaintiffs from engaging in these protected activities violate the statutorily ascribed rights of Plaintiffs Venus Little and the Tenant Association.

6. These actions by Defendants were taken with the purpose, and have had the effect, of intimidating the Tenant Association and its members to prevent engagement in protected activities that advocate for better treatment and living conditions property-wide. Tenants who organize have been put in such jeopardy that they have halted their organizing activities, thwarting the Tenant Association's mission of serving its members. This situation will continue unabated unless Defendants are enjoined from taking further unlawful actions against Plaintiffs. Plaintiffs therefore seek injunctive and declaratory relief to prevent the continuation of these unlawful practices, as well as appropriate damages for the harm already inflicted upon Plaintiffs.

PARTIES

7. Defendant Tyler House Associates 1995, LLC (the "Owner") owns and operates the Tyler House Apartments ("Tyler House"), a 284-unit apartment building located at 1200 North Capitol St. NW, Washington D.C., 20002.

8. Defendant SHNIR Management (the “Property Manager”, “Property Management”, or “Management”) is the management company Tyler House Associates 1995 contracted to provide property management services at Tyler House.

9. Plaintiff Tyler House Tenant Association is an incorporated association under D.C. Code § 29-402, representing the interests of Tyler House tenants. As part of its regular activities, Plaintiff Tenant Association holds meetings to discuss tenant-related issues, attempts to advocate on behalf of the tenants collectively with the Owner and Property Management, and disseminates information to tenants regarding the Tyler House Tenant Association’s activities and other information about the rights of Tyler House tenants to organize and advocate for themselves.

10. Plaintiff Venus Little (Ms. Little) is the President of the Tenant Association and a resident of Tyler House. As discussed below, Defendants prevented Ms. Little from engaging in activities as President of the Tenant Association in violation of the Tenants’ Right to Organize Law.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this case pursuant to D.C. Code §§ 11-921 and 13-423, as the claims are made under District of Columbia law and arose from actions taken by the Defendants in the District of Columbia.

12. Venue in this Court is proper as the causes of action alleged herein arise from the operation of a facility within the District of Columbia that is subject to the laws and regulations of the District that govern the use of real property and rental housing.

FACTUAL BACKGROUND

I. D.C.’s Tenants’ Right to Organize Law

13. The Right to Organize Law, D.C. Code § 42-3505.06, establishes the broad right of tenants to organize and create tenant unions in the District of Columbia. To protect this right, the Right to Organize Law: (i) prohibits landlord interference with tenant organizing activities, and (ii) allows for civil penalties, injunctive relief, suspension of the owner’s or agent’s business registration, and liability for damages to tenants and tenant organizations, including reasonable attorneys’ fees.

14. Under the Right to Organize Law, tenants have the right to: (i) self-organization; (ii) form, join, meet, or assist one another within and without tenant organizations; (iii) meet and confer with the property owner through representatives of their own choosing; (iv) engage in other concerted activities for the purpose of mutual aid and protection; (v) bring in outside organizers to help with outreach by canvassing and passing out literature, (vi) distribute literature or information in common areas such as lobbies, at or under tenants’ doors, or on bulletin boards; (vii) assist tenants to participate in tenant organization activities; (viii) convene and hold tenant and tenant organization meetings, (ix) engage with the property owner to address issues relevant to the tenants; and (x) engage in any other activity reasonably related to the establishment or operation of a tenant organization. D.C. Code § 42-3505.06 (b)-(d).

II. Plaintiffs’ Goals for Organizing

15. Tyler House is a project-based voucher (“PBV”) property – each of the property’s 284 units are federally subsidized by the US Department of Housing and Urban Development (“HUD”). That subsidy is administered by the District of Columbia Housing Authority (“DCHA”). Unit-based subsidies create housing accessible to those who cannot

afford the high cost of market-rate rentals in DC, such as low-wage workers or people with disabilities.

16. HUD and DCHA guidelines require each tenant of a PBV unit to complete an annual recertification directly with the property, providing information on their income and family situation, which, importantly, determines their monthly rent. The property is responsible for collecting recertification materials and supporting documentation, then reviewing those recertification materials to make any changes to the monthly rents as required by federal and District law. Tenants rely on Property Management to facilitate a smooth and functional recertification process in order to be able to stay in their homes.

17. Each year, Tyler House tenants have reported experiencing barriers to completing the recertification process created by Property Management: tenants receive notice and the required forms months after their recertification is due, recertification materials are not timely processed, and tenants do not receive notice of changes to their rent in accordance with federal and District law. Property Management failures have repeatedly led to tenants falling behind on rent that they did not know was increased, leading to potential eviction. Tenants are faced with the prospect of losing their homes through no fault of their own.

18. In addition, tenants at Tyler House are living with poor housing conditions in their individual units and in common areas, such as rodent infestations, broken appliances, and other issues that remain pervasive due to unresponsive management. Many tenants are concerned for their and their families' safety. Tenants believe building security is ineffective and lacks the capacity needed for such a large property.

19. In order to collectively address the above problems as well as others, Plaintiffs have sought to exercise their rights to form an active tenants' association.

20. The Owner and Property Manager have indicated that they are not aware of tenants' rights under the law – demonstrating through their actions they believe wrongly that a tenants' association does not have the right to hold private meetings or distribute literature. Further, Defendants have incorrectly indicated that if the building were to be sold, the tenants have no rights and cannot take any action. In February 2023, Mr. Israel Roizman, principal of Defendants, stated directly to Ms. Little that if he were to sell the building, he would not owe the tenants anything.

21. Defendants' interference with organizing attempts has prevented the Tenant Association from working effectively to assist tenants experiencing these property-wide problems. An active, strong tenants' association can help residents by advocating for tenants' rights in current and potential future circumstances, and ensuring management and tenants are aware of tenant rights.

III. Defendants' Interference with Tenant Organizing and Retaliation Against Tenant Organizers

a. Repeatedly denying access to community room without justification

22. In the months and years following the lifting of COVID-19 related restrictions by the District of Columbia Mayor on May 21, 2021, Ms. Little has attempted to conduct outreach to her fellow tenants and use the on-site community room to convene Tenant Association meetings. She has been prevented from doing so by Property Management. After months of trying to exercise her right to organize, Defendants unsuccessfully tried to evict her.

23. Property Management has denied emailed requests for access to the community room on numerous occasions over the past three years. The Tenant Association made requests to management on July 27, 2021, September 14, 2021, December 15, 2021, December 23, 2021,

April 21, 2022, August 1, 2022, October 6, 2022, October 20, 2022 and December 22, 2022. On all but one occasion, Property Management denied Ms. Little access to the room.

24. In three cases, Property Management claimed that access had been denied because of rising COVID cases. This excuse was pretextual: at the time, all the Mayor's COVID-19-related restrictions on gatherings had been lifted, and Property Management was allowing other groups such as Better Tomorrow, DC Central Kitchen, and a tenant hosting a birthday party to use the room during the same timeframe.

25. On August 3, 2021, an individual with the initials JH replied to Ms. Little's July 27, 2021 request, denying her use of the room, ostensibly because of rising COVID-19 cases. However, the District government had long since dropped restrictions on in-person gatherings in the common spaces of rental housing, and there is no indication that the building maintained such a policy.

26. Likewise, JH denied Ms. Little's September 14, 2021 request on September 15, 2021, again referring to the rising COVID-19 cases. Ms. Little photographed an event hosted by Better Tomorrow in the community room on that very same day.

27. Ms. Little photographed events held in the community room on several other occasions in the weeks following management's refusal to allow the Tenant Association access to the room. On September 22, 2021, DC Central Kitchen held an event; on October 28, 2021, a tenant had a birthday party in the room, and on November 17, 2021, Better Tomorrow hosted a bingo night.

28. On September 28, 2022, Venus Little sent an email requesting access to the community room for a Tenant Association meeting on October 6, 2022. Valeria Kelly from Property Management responded on September 29, 2022, denying access to the community

room: “Due to COVID and other virus [sic] which is spreading throughout the community for your safety we are not allow [sic] to rent out the community room at this current time.”

29. After being denied access to the community room for the October 6, 2022 meeting, the Tenant Association organized a meeting in the lobby of Tyler House’s Building B. During the meeting, tenants discussed the conditions of their units and common areas of the building. Security guards stood by the lobby listening to tenants’ concerns. Without invitation, the security guards interrupted the meeting to defend Property Management’s practices and put an end to the meeting. Many tenants were fearful that their negative comments about the condition of the building would be relayed to Property Management by the security officer.

30. On December 14, 2022, Ms. Little requested access to the community room for a tenants’ association meeting on December 22, 2022 via email. Sandy Jones, a regional manager working with Property Management, replied to Ms. Little’s email the same day allowing the meeting to be held in the community room. The tenants planned to discuss the changes they wished to see in the security and management of the building. However, six to eight members of the security and front desk staff entered the community room before the meeting and refused to leave despite being asked to multiple times by Ms. Little and the attending tenants. Instead of leaving, the security and management staff talked over attendees and used their phones to record videos of tenants at the meeting without their consent. Ms. Little was forced to end the meeting after tenants stated that they felt intimidated by the security staff.

31. In February 2024, Defendants hired Jo Ann Thomas as the new Regional Manager assigned to the property. On March 5, 2024, Ms. Little requested access to the community room for Tenant Association meetings on the third Thursday of each month via email. Ms. Thomas told Ms. Little to communicate the dates to a different Management

employee, Pat Lancaster. When Ms. Little reached out to Ms. Lancaster, she was told to bring a list of dates to the office. On March 15, 2024, Ms. Little brought the list of 2024 Tenant Association meeting dates to the office, including a request to use the community room on March 21, 2024. However, Ms. Little never received a response as to whether she would have access to the community room on the dates provided.

32. In the morning of March 21, 2024, Ms. Little contacted Property Management to confirm the reservation of the community room for the meeting that evening. Management representatives told Ms. Little that her reservation request was denied, purportedly because she needed to provide 24 hours' notice to reserve the community room, and even though Ms. Little had previously given Management a list of requested dates that provided far more than 24 hours' notice. The community room was still available for her requested reservation; Ms. Little walked by the room at the requested meeting time and saw it vacant.

33. In April 2024, Management told Ms. Little that the community room was temporarily closed for renovations. They told her that she would be informed once the room was open again. On April 23, 2024, Ms. Little was informed that Little Friends for Peace was holding an event in the community room later that week, on April 26, 2024. Ms. Little had not been told by Management that the community room was available for use yet.

34. On April 23, 2024, Ms. Little requested via email to use the community room on April 25, 2024. Staff informed Ms. Little that she was now required to fill out and sign a form or contract in person in the rental office to reserve the community room. Ms. Little tried scheduling a time to sign that form, but no one was available to give her the form. Therefore, Ms. Little was not granted access to the community room. However, on April 26, 2024, Little

Friends for Peace held their event in the room and informed Ms. Little that they were not required to sign a contract.

35. On June 13, 2024, Ms. Little went to the rental office with another tenant to complete the form to reserve the community room. Ms. Thomas refused to provide the form to reserve the community room. Ms. Thomas told Ms. Little she would mail her the form.

36. On June 20, 2024, Ms. Little finally received the form via email and posted on her door. She filled out the form and emailed it to Ms. Thomas. Ms. Thomas responded that Ms. Little needed to return the form to the rental office in person. On June 21, 2024, Ms. Little walked with the forms, which she had filled out to reserve the community room for the Tenant Association meetings for the rest of the year, to the rental office. She gave them to the Management representative at the front desk, but shortly after handing them in, the representative returned all the forms to Ms. Little without any approval or denial noted. The community room was not reserved, and Ms. Little was unable to hold the June Tenant Association meeting.

37. On June 2 and July 10, 2024, different tenants used the community room; both tenants told Ms. Little that they did not have to sign a contract.

b. Removing Tenant Association literature and denying access to bulletin boards

38. In October 2021, Ms. Little attempted to post tenant organizing literature on the front door of the building, a place where other literature with tenant information is usually placed. Latrice, a Property Management employee, removed the tenant flier from the flier holder. Latrice also told Ms. Little that she needed permission from the Property Manager to distribute or post literature with information for tenants.

39. On June 21, 2024, Ms. Little posted fliers on behalf of the Tenant Association about opportunities for tenants with the Boys and Girls Club of America. Property Management staff took down the fliers and returned them to Ms. Little. A Property Management representative, a member of security, told Ms. Little that she was not allowed to post anything in the building without it first being reviewed and approved by Property Management. Yet, in July 2024, other community groups and the local Advisory Neighborhood Commissioner were able to post fliers on the front doors of the building and in the lobby without obtaining permission from management, and these fliers were not taken down.

c. Retaliation against Tenant Association President Venus Little

40. In 2021, Defendants began the process to evict Ms. Little for supposed unpaid rent dating back to 2019. On November 16, 2021, Ms. Little received a baseless Notice to Quit from Management. The Notice to Quit indicated Ms. Little must vacate her Tyler House apartment by July 31, 2019, or she would face eviction proceedings brought by Management. The notice included claims that her lease had been terminated as of July 2019 and that she owed thousands of dollars in unpaid rent, both of which were untrue. She was thereafter forced to meet with Property Management's general manager to prove that she had paid all her 2019 rent.

41. On March 21, 2022, the Tenant Association, through counsel, sent a demand letter to Defendants, advising them of the group's right to organize under D.C. Code § 42-3505.06, and demanding that Defendants provide them access to the community room and permit the Tenant Association to distribute literature without interference. Defendants did not respond to the Tenant Association's demand letter.

42. On April 16, 2022, after receiving inquiries from other tenants about a memo from Property Management calling for housekeeping inspections, the Tenant Association

distributed its own memo interpreting Management’s memo and informing tenants of their rights with respect to those inspections. Shortly thereafter, Ms. Little received a letter directly from the Property Manager’s attorney threatening her with legal action if she continued her outreach efforts. When Ms. Little responded to the attorney informing him she was represented by counsel, and thus had a right for communications to be routed through her lawyers, the attorney circumvented this protection and proceeded to directly threaten Ms. Little with litigation if she continued to “spread falsehoods” about management.

d. Denying or impeding access for Tenant Organizers

43. On January 11, 2024, Management employee Ms. Lancaster observed Ms. Little speaking with a tenant advocate that she had invited in the community room. Management staff interrupted the meeting, demanded to know who the tenant advocate was, and forced them both to leave the community room after 30 minutes, even though the meeting was ongoing.

44. On January 30, 2024, Management again denied Ms. Little access to the community room for a meeting with a tenant organizer.

e. Refusing to meet with the Tenant Association President Venus Little and Representatives

45. In February 2024, shortly after Ms. Thomas started working at Tyler House, she agreed to attend a Tenant Association meeting to hear and respond to concerns directly from tenants. Ms. Thomas failed to attend the Tenant Association meeting and has since failed to respond to several requests to meet with Ms. Little directly.

46. On April 2, 2024, Ms. Little asked via email to meet with Ms. Thomas to discuss tenants’ right to organize. Ms. Thomas did not respond. On April 26, 2024, Ms. Little again asked via email to meet with Ms. Thomas to discuss tenants’ right to organize and did not

receive a response. On April 30, 2024, Ms. Little followed up on her request for the third time. Ms. Thomas has not responded.

47. On June 13, 2024, Ms. Little went to the rental office with another tenant to complete the form to reserve the community room. Ms. Thomas came into the front office and asked Ms. Little to come back to her office for a one-on-one meeting. When Ms. Little explained she was not prepared for a meeting and asked to schedule one, Ms. Thomas refused to schedule a meeting. Ms. Thomas insisted Ms. Little come back to her office, but when Ms. Little followed her back with the other tenant, Ms. Thomas insisted that she meet with Ms. Little alone, then refused to meet with Ms. Little at all.

48. At all times, Defendant's attorneys, building security, Property Management and its staff acted as agents of the Owner.

49. Because of systematic interference with Ms. Little and the Tenant Association's right to organize, Tyler House tenants have not been able to present effectively a unified response to property-wide problems. Tenants feel intimidated and have expressed fear of exercising their right to organize. Attendance at Tenant Association meetings first dwindled and then vanished altogether due to the consistent interference in scheduling. Tenants have been unable to address collectively the poor housing conditions in individual units and common areas.

50. The Tenant Association was prevented from providing important information to tenants about their rights regarding recertification and written payment plan agreements. Property Management reassured tenants they could enter payment plan agreements verbally, then proceeded to file eviction proceedings against those tenants. It is believed certain Tyler House tenants have been evicted because they were unaware of these rights.

CAUSE OF ACTION

51. Based on the foregoing allegations, Defendants have knowingly and repeatedly violated D.C.'s Tenants' Right to Organize Law by interfering with the Tenant Association's tenant organizing activities.

52. Defendants have interfered with Ms. Little and the Tenant Association's organizing activities by refusing to allow the Tenant Association to use the community room and post tenant organizing literature and by threatening to take legal action against the Ms. Little for her outreach to other tenants.

53. Specifically, Defendants have violated the Tenants' Right to Organize Law in the following ways:

- a. Interfering with Venus Little's right to invite tenant organizers to the property to assist with organizing, in violation of D.C. Code § 42-3505.06(c)(1-3);
- b. Preventing tenants from distributing literature in common areas of the Tyler House building, in violation of D.C. Code § 42-3505.06(d)(1)-(3);
- c. Preventing the Tenant Association from hosting meetings in the community room, in violation of D.C. Code § 42-3505.06(d)(5)
- d. Interfering with the Tenant Association's outreach efforts by threatening legal action, in violation of D.C. Code § 42-3505.06(d)(6); and
- e. Refusing to meet with tenants and representatives of their choosing, in violation of D.C. Code § 42-3505.06(b)(3)

54. Plaintiffs Venus Little and the Tenant Association have been, and continue to be, harmed by Defendants' efforts to thwart the organization and activities of an effective tenant union.

55. Absent injunctive relief, Defendants will continue to engage in the same conduct that has been undertaken with the purpose, and having the effect, of interfering with Plaintiffs' ability to organize tenants at Tyler House, as protected under the Right to Organize Law.

56. Defendants' unlawful conduct, as alleged above, has additionally caused individual Plaintiff Venus Little emotional distress and other harm for which she seeks an award of compensatory damages.

PRAYER FOR RELIEF

57. Plaintiffs request the following relief:

- a. Declare that Defendants' conduct, alleged above, violated the Tenants' Right to Organize Law;
- b. Enjoin the Owner and the Property Manager from continuing to intimidate, harass, and otherwise prevent tenants residing at Tyler House from exercising rights protected by the Tenants' Right to Organize Law, as set forth in D.C. Code § 42-3505.06(e)(2);
- c. Impose civil penalties for each violation of the Tenants' Right to Organize Law, as set forth in § 42-3505.06(e)(1);
- d. Award compensatory damages to Plaintiffs in amounts appropriate to the proof at trial, as set forth in § 42-3505.06(e)(1) and (3);
- e. Award reasonable attorneys' fees and costs, as set forth in § 42-3505.06(e)(5); and
- f. Award such other relief as is just and appropriate.

Dated: September 13, 2024

Respectfully submitted,

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