

SHERMIKA PITTMAN
11 W. 20th STREET
APT. 2K
BALTIMORE, MARYLAND 21218

PLAINTIFF

v.

HOUSING AUTHORITY OF
BALTIMORE CITY
417 E. FAYETTE STREET
BALTIMORE, MARYLAND 21202

SERVE ON: RESIDENT AGENT
RAINBOW LN
417 E. FAYETTE STREET
SUITE 401
BALTIMORE, MARYLAND 21202

FENTRESS JACKSON
3 VALDIVIA COURT
WINDSOR MILL, MARYLAND 21244

and

JOHANN WOODS
4310 PLAINFIELD AVENUE
BALTIMORE, MARYLAND 21206

DEFENDANTS

* * * * *

* IN THE
* CIRCUIT COURT FOR
* BALTIMORE CITY

* CASE NO: _____

CIVIL DIVISION
SEP 19 PM 2:26
BALTIMORE CITY

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Shermika Pittman ("Plaintiff" or "Ms. Pittman"), through her counsel, Matthew Thomas Vocci of Santoni, Vocci & Ortega, LLC hereby sues Defendants Housing Authority of Baltimore City ("HABC"), Fentress Jackson and JoHann Woods and for cause states:

BACKGROUND

1. The case relates to the actions of the HABC which constitute violations of the Maryland Consumer Debt Collection Act, the Maryland Consumer Protection Act, breaches of

the lease between Ms. Pittman and HABC and wrongful eviction on the part of HABC and its employees/agents.

PARTIES

2. Plaintiff Shermika Pittman is a resident at the J. Van Story Branch Sr. Apartments, a high-rise building located at 11 W. 20th Street, Baltimore, Maryland 21218. The apartment building is owned and/or operated by the Housing Authority of Baltimore City. Ms. Pittman is indigent and receives subsidized housing through HABC.

3. Defendant HABC is a public body, corporate, politic, exercising public and essential government functions, organized and created pursuant to The Housing and Community Development Article §§ 15-101 *et seq.* HABC is a public housing authority ("PHA") authorized to operate and administer a federally-subsidized low rent housing program.

4. Defendant Fentress Jackson is an employee/agent of HABC, who completed actions in the scope of her employment with HABC that are described in this Complaint. Ms. Jackson is a resident of Baltimore County, Maryland.

5. Defendant JoHann Woods Defendant Fentress Jackson is an employee/agent of HABC, who completed actions in the scope of his employment with HABC that are described in this Complaint. Ms. Jackson is a resident of Baltimore City, Maryland.

JURISDICTION AND VENUE

6. Jurisdiction may properly be exercised by this Court over Defendants pursuant to §§6-102 and 6-103 of the Courts and Judicial Proceedings Article of the Maryland Code. HABC maintains its principal place of business in Maryland, transacts business in Maryland, caused tortious injury in Maryland, has an interest in, uses or possesses real property in the State. Ms.

Jackson and Mr. Woods are domiciled in Maryland, transact business and perform work or service in Maryland and caused tortious injury in Maryland.

7. Venue is proper pursuant to §6-201 of the Courts and Judicial Proceedings Article of the Maryland Code in that HABC maintains its principal office in Baltimore City and carries on regular business within Baltimore City. Ms. Jackson and Mr. Woods carry on a regular business, are employed and/or habitually engage in a vocation in Baltimore City. Mr. Woods also resides in Baltimore City. Further, venue is proper pursuant to §6-202 of the Courts and Judicial Proceedings Article of the Maryland Code in that the cause of action for negligence arose in Baltimore City.

FACTUAL ALLEGATIONS

8. Ms. Pittman entered into a lease agreement with HABC on or about December 13, 2013.

9. Pursuant to the lease agreement, Ms. Pittman was to reside at Apartment 2K at 11 W. 20th Street, Baltimore, Maryland 21218 (the "Apartment"). She has resided at the Apartment for several years with the exception of the time she was illegally evicted by HABC as described below.

10. Ms. Pittman's monthly rental payment is determined by the amount of her income.

11. As of March 2016, Ms. Pittman's monthly rent payment was \$188.00 per month.

12. On April 1, 2016, Ms. Pittman's Supplemental Security Income ("SSI") payment went down to \$204.30 per month and an additional \$73.30 taken out for an alleged prior overpayment. Her net SSI payment per month was then \$131.00.

13. At the time of the SSI reduction, Ms. Pittman's was unable to pay rent of \$188.00 per month.

14. In June, July and August 2016, Ms. Pittman was charged \$25.00 per month for Court Charges.

15. In August 2016, HABC issued a credit of \$159.00 for July and August 2016 rent; Ms. Pittman's rent having been set at \$29.00 per month beginning in July 2016.

16. However, the June rent and Court Charge were not remedied. HABC also did not issue a credit for July and August 2016 Court Charges. There are two Court Charges in August 2016 – one on August 2, 2016 and the other on August 31, 2016 for a total additional amount of \$50.00 (nearly twice Ms. Pittman's rent).

17. On or about October 6, 2016, HABC, through JoHann Woods, filed a Failure to Pay Rent Action ("FTPR") against Ms. Pittman in which Mr. Woods averred that \$29.00 in rent for September 2016 had not been paid. District Court for Baltimore City Case No. 2016014400425097 ("September FTPR").

18. However, Ms. Pittman had already paid the September rent by the time HABC filed the September FTPR. HABC's Resident Ledger shows a payment from Ms. Pittman on September 30, 2016 applied to September rent.

19. Despite Ms. Pittman's having paid rent for September 2016, HABC, through Mr. Woods, wrongfully continued to pursue the rent and the eviction of Ms. Pittman. HABC, through Mr. Woods, sought a Warrant of Restitution in the case, which was granted on December 22, 2016. The Warrant allowed Ms. Pittman to redeem the Apartment for a payment of \$29.00 in rent and \$35.00 in costs for a total of \$64.00.

20. The eviction was scheduled for January 25, 2017.

21. On that date, Ms. Pittman tried to pay \$64.00 (the amount in the Warrant of Restitution) to redeem her apartment. However, HABC's representative refused to accept the \$64.00 tendered and demanded over \$457.00 before Ms. Pittman would be allowed to redeem her apartment.

22. Ms. Pittman was evicted as a result of HABC's refusal to accept the redemption payment amount. A Baltimore City Sherriff escorted her out of the building.

23. Ms. Pittman, on the same date, filed an Emergency Motion with the District Court for Baltimore City stating that the landlord refused her tender of \$64.00 in cash to redeem the Apartment.

24. Ms. Pittman wrongfully was evicted and was out of her home until February 13, 2017 when the District Court for Baltimore City ordered that she be allowed to stay in the apartment. She was placed back into the apartment; only to find that certain items were missing.

25. During the nearly three weeks in which she was evicted from her Apartment, she was without a permanent home and most of her belongings. A friend took Ms. Pittman in after the wrongful eviction and allowed her temporarily to stay at her house.

26. Despite being returned to her home by Court Order, HABC added an eviction charge of \$230.00 to Ms. Pittman's resident ledger and demanded payment for the wrongful eviction.

27. HABC filed a FTPR against Ms. Pittman in which Ms. Jackson averred that \$29.00 in rent for February 2017 had not been paid. District Court for Baltimore City Case No. 2017014200209172 ("February FTPR"). The February FTPR was filed despite Ms. Pittman having been wrongfully evicted and out of her apartment until February 13, 2017 and despite Ms. Pittman having made a \$64.00 payment on February 21, 2017.

28. On April 13, 2017, at a trial date, HABC dismissed the FTPR relating to the February 2017 rent.

29. On or about December 7, 2016, HABC, through JoHann Woods, filed a FTPR in which Mr. Woods averred that \$29.00 in rent for November 2016 had not been paid. District Court for Baltimore City Case No. 2016014500538801 ("November FTPR"). However, HABC's Resident Ledger shows a payment of \$50.00 was made on November 3, 2016. The \$50.00 payment more than covered the November rent.

30. Further exacerbating the issues with HABC's actions, Court charges of \$25.00 were applied to Ms. Pittman's ledger on November 9, 2016 for a court proceeding that never should have been brought.

31. On or about January 4, 2017, HABC, through JoHann Woods, filed a FTPR against Ms. Pittman in which Mr. Woods averred that \$29.00 in rent for December 2016 had not been paid. Case District Court for Baltimore City Case No. 2017014300300194 ("December FTPR"). However, HABC's Resident Ledger shows a payment of \$29.00 was made on December 5, 2016.

32. Further exacerbating the issues with HABC's actions, Court charges of \$25.00 were applied to Ms. Pittman's ledger on December 13, 2016 and a Warrant Cost of \$10.00 was added on December 14, 2016 for court proceedings that never should have been brought.

33. On or about February 15, 2017, HABC, through Fentress Jackson, filed a FTPR against Ms. Pittman in which Ms. Jackson averred that \$29.00 in rent for January 2017 had not been paid. District Court for Baltimore City Case No. 2017014300303086 ("January FTPR"). However, HABC's Resident Ledger shows a payment of \$54.00 on January 5, 2017.

34. HABC, through Ms. Jackson, also requested that Ms. Pittman's right of redemption be foreclosed based upon Case Nos. 2016-425097 (September FTPR), 2016-220898, 2016-538801 (November FTPR) and 2016-300194 (December FTPR).

35. As noted above, three of the cases relied upon by HABC have significant issues with payment being made before the FTPR were filed. Further, the averment that January 2017 rent was not paid is belied by HABC's Resident Ledger.

36. The right to redemption should not have been foreclosed based upon the FTPR actions that wrongfully were filed and averments by HABC, through its employees/agents that were false.

37. On March 3, 2017, the District Court for Baltimore City foreclosed the right of redemption and HABC requested a Warrant of Restitution based upon the averments in the January FTPR. On March 21, 2017, the District Court ordered that HABC be put in possession of Ms. Pittman's apartment without a right of redemption.

38. Ms. Pittman made a payment of \$460.00 to HABC on March 30, 2017. That payment more than covered the amount that Ms. Pittman owed HABC, when wrongful charges are removed from the ledger.

39. The eviction was scheduled for April 19, 2017.

40. On April 18, 2017, Plaintiff provided HABC with notice of the numerous tort and statutory violations relating to the above recited facts. The notice was served upon HABC's resident agent pursuant to the Local Government Tort Claims Act.

41. HABC, after receiving the notice, cancelled Ms. Pittman's eviction scheduled for April 19, 2017.

42. HABC sent Ms. Pittman a detailed invoice on or about April 24, 2017 in which HABC reversed the \$230.00 eviction charge, noted that rent and other charges were paid and stated that there was a 0\$ balance due on May 1, 2017.

43. On November 28, 2016, water poured into the Apartments through vents and down the walls.

44. Ms. Pittman reported a property damage claim to HABC for the November 28, 2016 water infiltration event. A television, sound system and curtains were damaged by water.

45. Ms. Pittman requested \$600.00 for the damaged items. No payment for the personal property was ever made by HABC.

46. Ms. Pittman's apartment suffered from mice infestation and, upon information and belief, this was an issue plaguing the building.

47. Upon information and belief, water infiltration and burst pipes are known, unresolved issues in the building.

48. HABC's errors and omissions, wrongful acts, wrongful debt collection activities, wrongful eviction caused extreme emotional distress and economic damages.

COUNT I – BREACH OF CONTRACT

(Defendant HABC)

49. Plaintiff incorporates by reference the allegations in the paragraphs above as if set forth herein.

50. Plaintiff and HABC entered into a written lease on or about December 30, 2013.

51. Pursuant to the lease, HABC agreed to accept rent, without court costs, up to and including the fifth day following the due date.

52. Pursuant to the lease, "[o]ther charges due under this Lease include any balance due on the security deposit, utility charges, repair charges, returned check charges and court

costs and other expenses incurred by HABC by reason of the failure of Resident to pay the rent for the Dwelling Unit ... HABC shall accept scheduled rent without regard for Resident's failure to pay or make arrangements to pay such other charges."

53. Pursuant to the lease, "if HABC has been awarded a judgment of repossession in an action for non-payment of rent, HABC is not obligated to accept scheduled rent and cancel eviction unless Resident tenders with the rent found by the court to be due and unpaid all court costs awarded in such action or enters into a formal repayment agreement for the court cost."

54. Pursuant to the lease, HABC has an obligation to "maintain the Dwelling Unit and the development in a decent, safe and sanitary condition."

55. Pursuant to the lease, HABC has an obligation to "keep the development buildings, facilities and common areas ... in a clean and safe condition."

56. Pursuant to the lease, HABC has an obligation to "maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances ... supplied or required to be supplied by HABC."

57. As described above, Defendants breached their duties to Plaintiff by failing to accept rent payments, by seeking court costs and bringing actions for failure to pay rent when rent had been paid, by refusing to accept the redemption amount specified by the Court, by charging and demanding court costs and eviction fees when such items should never have been incurred, and by failing to maintain the building so that leaks and mice infestation did not occur in the Apartment.

58. As a result of HABC's breach of their agreement and contractual duties, Plaintiff suffered monetary damages, eviction from her home, loss of use of the Apartment, inconvenience, fear, mental anguish, aggravation, embarrassment, frustration, humiliation, and

emotional distress.

WHEREFORE, Plaintiff demands in excess of \$75,000.00 in damages against Defendant Housing Authority of Baltimore City plus costs and fees and other relief as justice demands.

COUNT II - VIOLATION OF MARYLAND CONSUMER DEBT

COLLECTION ACT

Md. Code Ann., Com. Law § 14-201 *et. seq.*

(All Defendants)

59. Plaintiff incorporates by reference the allegations in the paragraphs above as if set forth herein.

60. By attempting to collect rent, filing failure to pay rent actions, charging and receiving payment for rent and court costs, each of the Defendants is considered a “collector” as they were “collecting or attempting to collect an alleged debt arising out of a consumer transaction.” Md. Code Ann., Com. Law § 14-201(b).

61. The fees and costs which Defendants attempted to collect and collected under the guise of court costs and eviction fees relate to “real or personal property, services, money, or credit for personal, family, or household purposes.” Md. Code Ann., Com. Law § 14-201(c), namely the underlying debt was for personal, residential housing.

62. Defendants actions in attempting and collecting of rent, court costs and eviction fees at a time when the rent, court costs and eviction fees should not have been sought and were not due and owing pursuant to Lease terms and Maryland law violates Md. Code Ann., Com. Law § 14-202(8) which prohibits a debt collector from making any “[c]laim, attempt, or threaten to enforce a right with knowledge that the right does not exist.”

63. HABC’s actions in attempting to collect amounts above the court ordered redemption amount of \$64.00 on January 25, 2017 in violation of Maryland law and the lease

terms constitutes a violation of Md. Code Ann., Com. Law § 14-202(8) which prohibits a debt collector from making any “[c]laim, attempt, or threaten to enforce a right with knowledge that the right does not exist.”

64. HABC’s actions in demanding amounts above the court ordered redemption amount of \$64.00 on January 25, 2017 resulting in Plaintiff’s eviction in violation of Maryland law and the lease terms constitutes a violation of Md. Code Ann., Com. Law § 14-202(8) which prohibits a debt collector from making any “[c]laim, attempt, or threaten to enforce a right with knowledge that the right does not exist.”

65. HABC, through Defendant Ms. Jackson, also requested that Ms. Pittman’s right of redemption be foreclosed based upon Case Nos. 2016-425097 (September FTPR), 2016-220898, 2016-538801 (November FTPR) and 2016-300194 (December FTPR).

66. The right to redemption should not have been foreclosed based upon the FTPR actions that wrongfully were filed and averments by HABC, through its employees/agents that were false.

67. On March 3, 2017, the District Court for Baltimore City foreclosed the right of redemption and HABC requested a Warrant of Restitution based upon the averments in the January FTPR. On March 21, 2017, the District Court ordered that HABC be put in possession of Ms. Pittman’s apartment without a right of redemption.

68. Defendants’ actions resulting in the Court denying any right of redemption constitutes a violation of Md. Code Ann., Com. Law § 14-202(8) which prohibits a debt collector from making any “[c]laim, attempt, or threaten to enforce a right with knowledge that the right does not exist.”

69. Ms. Pittman believed that she was going to be evicted and homeless again after the Court foreclosed her right of redemption.

70. Defendants' repeated filing of FTPR actions when no such action should have been filed, the repeated attempts to collect of court costs and eviction fees for which they did not have a legally enforceable right to collect along with HABC's demand to collect amounts not due and owing for purposes of redemption of the Apartment when a Sheriff was going to evict Ms. Pittman also violated Md. Code Ann., Com. Law § 14-202(6), which prohibits a collector from "communicat[ing] with the debtor or a person related to him with the frequency, at the unusual hours, or in any other manner as reasonably can be expected to abuse or harass the debtor."

71. As a result of Defendants' action, Plaintiff suffered monetary damages, eviction from her home, loss of use of the Apartment, inconvenience, fear, mental anguish, aggravation, embarrassment, frustration, humiliation, and emotional distress.

WHEREFORE, Plaintiff demands in excess of \$75,000.00 in compensatory and punitive damages against Defendants jointly and severally, plus costs and fees and other relief as justice demands.

COUNT III - VIOLATION OF MARYLAND CONSUMER PROTECTION ACT

Md. Code Ann., Com. Law § 13-101 *et. seq.*

(All Defendants)

72. Plaintiff incorporates by reference the allegations in the paragraphs above as if set forth herein.

73. Plaintiff is a "consumer" as defined by § 13-101 (c)(1) of the Maryland Consumer Protection Act ("MCPA").

74. The Apartment is "consumer realty" as defined by § 13-101 (d)(1) of the MCPA.

75. The Defendants' actions in violation of the MCDCA constitute a *per se* violation of the MCPA pursuant to Md. Code Ann., Com. Law § 13-301(14)(iii).

76. Further, MCPA, Md. Code Ann., Com. Law § 13-101 *et seq.*, prohibits any "person" from engaging in any unfair or deceptive trade practices regarding, among other things, the collection of consumer debts. Md. Code Ann., Com. Law § 13-303(5).

77. "Consumer debts" is defined as "debts or obligations ... which are primarily for personal, household, family, or agricultural purposes." Md. Code Ann., Com. Law § 13-101(d)(1).

78. The MCPA specifically prohibits Defendants from making any false or misleading oral or written statement or other representation of any kind which has the capacity, tendency or effect of deceiving or misleading consumers. Md. Code Ann., Com. Law § 13-301(1).

79. The MCPA further prohibits Defendants from failing to state a material fact if the failure deceives or tends to deceive. Md. Code Ann., Com. Law § 13-301(3).

80. In violation of the MCPA, Md. Code Ann., Com. Law §§ 13-301(1) and (3), Defendants told the Plaintiff orally and in writing that she was obligated to pay court costs and eviction fees for which she was not obligated to pay.

81. Defendants also brought failure to pay rent actions in the District Court against Plaintiff seeking a determination of possession of the Apartment based upon statements that were false, including that rent was due and owing.

82. HABC, through Defendant Ms. Jackson, also requested that Ms. Pittman's right of redemption be foreclosed based upon Case Nos. 2016-425097 (September FTPR), 2016-220898, 2016-538801 (November FTPR) and 2016-300194 (December FTPR).

83. The right to redemption should not have been foreclosed based upon the FTPR actions that wrongfully were filed and averments by HABC, through its employees/agents that were false.

84. On March 3, 2017, the District Court for Baltimore City foreclosed the right of redemption and HABC requested a Warrant of Restitution based upon the averments in the January FTPR. On March 21, 2017, the District Court ordered that HABC be put in possession of Ms. Pittman's apartment without a right of redemption.

85. Defendants engaged in unfair and deceptive practices by collecting and attempting to collect on monies which, in fact, were not legally due, were not legally enforceable and this conduct constitutes unfair and deceptive trade practices in violation of the CPA, Md. Code Ann., Com. Law § 13-101 *et seq.*, including Md. Code Ann., Com. Law §§ 13-303(1) and (5), and §§ 13-301(1) and (3).

86. As a result of Defendants' action, Plaintiff suffered monetary damages, eviction from her home, loss of use of the Apartment, inconvenience, fear, mental anguish, aggravation, embarrassment, frustration, humiliation, and emotional distress.

WHEREFORE, Plaintiff demands in excess of \$75,000.00 in damages against Defendants, jointly and severally, plus costs and attorneys' fees and other relief as justice demands.

COUNT IV – WRONGFUL EVICTION

Md. Code Ann., Real Prop. § 8-216

(Defendant HABC)

87. Plaintiff incorporates by reference the allegations in the paragraphs above as if set forth herein.

88. Plaintiff was evicted from and forced out of her Apartment on January 25, 2017 by HABC.

89. HABC did not allow Plaintiff to redeem her right of possession by tendering the amount found due by the Court in the Warrant of Restitution.

90. HABC demanded that Plaintiff pay amounts well in excess of the amount stated in the Warrant of Restitution.

91. HABC violated the lease and Md. Code Ann., Real Prop. §8-216 by forcibly removing Ms. Pittman from the Apartment.

92. Md. Code Ann., Real Prop. §8-216(b) provides that “[a] landlord may take possession of a dwelling unit from a tenant or tenant holding over only: (i) In accordance with a warrant of restitution issued by a court and executed by a sheriff or constable; or (ii) If the tenant has abandoned or surrendered possession of the dwelling unit.”

93. HABC took possession of the Apartment by willfully violating the terms of the Warrant of Restitution issued by the District Court.

94. Ms. Pittman did not abandon or surrender possession of the dwelling unit.

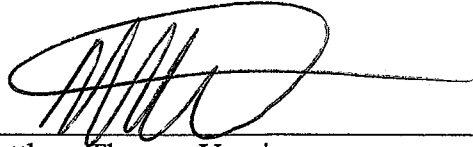
95. Md. Code Ann., Real Prop. §8-216(c) provides, “If in any proceeding the court finds in favor of the tenant because the landlord violated subsection (b) of this section, the tenant may recover: (i) Actual damages; and (ii) Reasonable attorney's fees and costs.”

96. As a result of HABC's wrongful eviction, Plaintiff suffered monetary damages, eviction from her home, loss of use of the Apartment, inconvenience, fear, mental anguish, aggravation, embarrassment, frustration, humiliation, and emotional distress.

WHEREFORE, Plaintiff demands in excess of \$75,000.00 in damages against Defendant Housing Authority of Baltimore City plus costs and attorneys' fees and other relief as justice demands.

NOTICE OF CLAIM FOR ATTORNEYS' FEES

Plaintiff, by her attorneys and pursuant to the Maryland Rules, files this notice that she intends to request attorneys' fees in accordance with the law in this case.



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DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on each issue so triable.



Matthew Thomas Vocci