

CARLA BECKFORD
102B Hamilton Place
Aberdeen, MD 21001

Plaintiff

v.

WELLINGTON GATE, LLLP
1025 Cranbrook Road
Cockeysville, MD 21030

SERVE ON:
Resident Agent
Herbert Goldman
233 E. Redwood Street
Baltimore, MD 21202

AND

HENDERSEN-WEBB, INC.
1025 Cranbrook Rd
Cockeysville, MD 21030

SERVE ON:
Resident Agent
Herbert Goldman
233 E. Redwood Street
Baltimore MD 21202

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* CASE NO.: _____

2021 JAN 15 PM 2:18
CIVIL DIVISION
BALTIMORE CITY

* * * * *

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Carla Beckford, through her counsel, Matthew Thomas Vocci of Santoni, Vocci & Ortega, LLC hereby sues Defendants Wellington Gate, LLLP (“Wellington”) and Hendersen-Webb, Inc. (“Hendersen-Webb”) and for cause states:

BACKGROUND

1. Plaintiff Carla Beckford files this action against Defendants relating to her rental of 2432 Bridgehampton Drive, Apartment A, Baltimore, MD 21234 (the “Apartment”). The conditions of the Apartment were deplorable and included a rampant rodent infestation. Defendants knew of or showed reckless indifference to the issues within the Apartment. Thus, Defendants were negligent, violated the terms of the lease, the Baltimore City Code, warranties of habitability, and the Maryland Consumer Protection Act.

PARTIES

2. Plaintiff is a resident of Harford County, Maryland and was at all times relevant to this Complaint, a consumer, as she was a lessee of consumer realty renting the Apartment for personal, household and family purposes.

3. Defendant Wellington is a Maryland limited liability limited partnership with a principal place of business in Baltimore County, Maryland. It is the owner of the Wellington Gate Apartments complex where the Apartment is located.

4. Defendant Hendersen-Webb is a Maryland corporation with a principal office in Baltimore County, Maryland. Hendersen-Webb is Wellington’s general partner and acts as Wellington’s agent managing the Wellington Gate Apartments complex where the Apartment is located.

JURISDICTION AND VENUE

5. Jurisdiction may properly be exercised by this Court over Defendants pursuant to §6-10 and §6-103 of the Courts and Judicial Proceedings Article of the Maryland Code as the Defendants are organized under Maryland law and maintain principal places of business in the State as well as transacting business in Maryland and causing tortious injury in Maryland.

6. Venue in this District is proper pursuant to §§6-201, 6-202 of the Courts and Judicial Proceedings Article of the Maryland Code in that Defendants carry on regular business within Baltimore City, have an interest in property in Baltimore City, and the cause of action arose in Baltimore City.

FACTUAL ALLEGATIONS

7. On or about April 12, 2019, Plaintiff entered into a Rental Agreement with Hendersen-Webb, general partner and agent for Wellington, for the rental of the Apartment. The term was set to end on April 30, 2020 with a yearly renewal term.

8. The monthly rent for the one-bedroom Apartment was \$860.00.

9. The Apartment was filthy when Ms. Beckford moved in. The walls had not been painted and had a collection of grime on them.

10. From the beginning of the lease term, Ms. Beckford saw mice and mice feces in the Apartment.

11. Ms. Beckford complained of the mice infestation numerous times to Hendersen-Webb's on-site property managers.

12. The overhead light in the kitchen was not properly installed and dangled from a wire instead of being fastened to the ceiling. Ms. Beckford complained to Hendersen-Webb agents to not avail.



13. “Pest control” would come to the Apartment periodically. All they did was leave sticky pads for Ms. Beckford. They did not investigate the source of the mice or try to close any pathways which the mice were using to enter the Apartment.

14. Ms. Beckford did her best to try to keep the mice out. She bought rodent repellent and used the sticky pads to close areas that she believed were possible entry points.

15. The mice left droppings on her stove and countertops. They ran throughout the Apartment including the bedroom and bathroom. Plaintiff has seen mice on her bed and in her personal belongings. She found mice feces in her bed.





16. <https://tinyurl.com/hwrodent> and <https://tinyurl.com/hwrodent2> show two videos, which are incorporated herein by reference, of mice in the kitchen of the Apartment at night.

17. Ms. Beckford was frightened and sickened by the rodent infestation in her home. She would stay up at night listening to the mice scratch in the walls and run throughout her home. Every time she would see the mice in her apartment her heart would race, and she would feel like she was frozen and could not function. She kept thinking that the mice were going to jump on her and bite her. She was unable to rest, unable to sleep many nights and continues to be afraid and on edge thinking she may see mice in her new home despite months having passed since she left Wellington Gate Apartments.

18. The mice chewed through rugs and carpeting. Eventually, Ms. Beckford saw that the mice were using the HVAC vents to move throughout the Apartment.

19. The vents were filthy and packed with debris.



20. Code of Public Laws, Baltimore City, 9-14.1(a) provides that “[i]n any written or oral lease or agreement for rental of a dwelling intended for human habitation, the landlord shall be deemed to covenant and warrant that the dwelling is fit for human habitation.” This implied

warranty and covenant may not be waived. *Id.* at 9-14.1(d).

21. According to Code of Public Laws, Baltimore City, 9-14.1(b)(3), “‘fit for human habitation’ shall mean the premises shall not have any conditions which endanger the life, health and safety of the tenants, including, but not limited to vermin or rodent infestation, lack of sanitation, lack of heat, lack of running water, or lack of electricity.”

22. The warranty of habitability in Code of Public Laws, Baltimore City, 9-14.1 continues throughout the tenancy. Code of Public Laws, Baltimore City, 9-14.2.

23. According to the Baltimore City Property Maintenance Code §307.7, “[t]he interior of every building must be kept free of infestation by insects, rodents, and other pests.”

24. Numerous apartments within the Wellington Gate apartments had mice infestation before and during the time Ms. Beckford rented the Apartment.

25. Numerous Google reviews on Wellington Gate Apartments’ page indicate that the mice infestation is a long-term problem at the complex.



Shakia Marine
1 review

★★★★☆ 2 years ago - []

When I first moved in last year it was okay at first, I loved it because it was my first time living on my own as a undergrad college student and it was a nice first time apartment. But after just moving in there was a mice problem my apartment was kept clean every Saturday so I didn't understand why I had mice running in and out of my apartment. I did receive a college discount which helped a lot but after the year was up still being a college student my rent went rocket sky high. It way too expensive for a undergrad.



Jessica Poliarco
1 review

★★★★☆ a year ago

Sure, the prices are cheap, but it's not worth the horrible experience that is pretty much guaranteed. We have had countless encounters with mice. Heat won't work when it comes to colder seasons and A/C won't work when it comes to warmer seasons so you're constantly calling maintenance to fix the system that never works. Every single tenant in the building is extremely loud through all hours of the night with screaming and loud music. We made a formal written complaint with the leasing office and 2 calls to the



Shantae C

4 reviews

★★★★★ a year ago -

Literally the worst place only been here for 3 months and already have a **mice** problem. I'm beyond clean when it comes to my home and they scare the hell out of me and all they did was put sticky pads down. Hell I could have did that myself. I want out and I can't do mice period. I wish I would have listen to the reviews. You would think they would really be on top of trying to eliminate this problem seeing as tho every damn review states a mice problem immediately.



Maya Dickerson

6 reviews

★★★★★ 2 years ago -

I am so excited to move out of this place! During my 12 months, I was visited my roaches frequently! I made call to maintenance about **mice** and they did was give me traps, didn't even put them down for me. Living here was a last resort and I am so happy to be moving soon.



Mocha Shakur

12 reviews

★★★★★ 2 years ago -

The worst. **Mice** infested, roach infested. They won't let me move to another apartment. Which probably won't make a difference looking at old reviews I will still have a problem. Heat works, heat doesn't work. No hot water and I have called three times and no one has came out. Maintenance comes in the



Jasmine Thomas

1 review · 4 photos

★★★★★ 2 years ago -

If I could give this place a -star I would. This is the worst place that I have ever experienced. And this was my first real apartment on my own. Lets just start with the **mice**!!! I'm not from Baltimore so I am not use to **mice** just running around all wild and crazy. The exterminator came every single week but that did not help AT ALL. The **mice** were back a day after the exterminator was there. Maintenance did take quit a while to respond to request but I developed a friendly relationship with the maintenance guy so that



KT

8 reviews

★★★★★ 2 years ago

This place need to be shut down. Do not move here! I used to read reviews and not listen but I am telling all truth! This place is infested with mice. Also very unprofessional customer service line. Living here was like renting a room from someone who just wants to scam you of money. I never felt at home



Samuel Portillo

3 reviews

★★★★★ a year ago

That's was the most bad experience that I never had there so many mice in there and many birds in the oven a lot of roach I call customer service and they never answered if they answered they didn't came I'm so excited to live this bad apartment...



26. Defendants did not disclose any issues with rodent infestation when Plaintiff first entered into the Rental Agreement, or at any time before Plaintiff signed the agreement, but instead promised that the Apartment would be habitable. Defendants had no intention of repairing the problems with the rodents or maintaining a habitable place for Plaintiff to live.

27. Defendants would tell Plaintiff that they were going to do treatments for the rodents, but failed to do so.

28. Finally, Plaintiff could not live in the Apartment with the mice any longer and she moved out in early September 2020.

29. Defendants have demanded payment from Plaintiff for 18 days rent in September 2020 despite the fact that the uninhabitable conditions drove Plaintiff from the Apartment.

30. The actions and inactions of the Defendants have caused damages to Plaintiff. She suffered economic damages through lost belongings, payments for rodent repellants, and seeks a refund of her rent paid while the Apartment was uninhabitable. She also suffered inconvenience, aggravation, embarrassment, frustration, humiliation, and significant emotional distress due to the actions and inactions of Defendants.

COUNT I – NEGLIGENCE

31. Plaintiff re-alleges and incorporates by reference the allegations set forth above, and further alleges:

32. There was a duty on the part of Defendants, who rented the Apartment to Plaintiff, accepted rental payments from Plaintiff and/or owned the Apartment, to provide a living space free of conditions materially affecting the life, health and safety of ordinary persons.

33. There was a duty on the part of Defendants, who rented the Apartment to Plaintiff, accepted rental payments from Plaintiff and/or owned the Apartment, to repair known issues within the Apartment and to repair issues to which Plaintiffs notified them.

34. Plaintiff notified Defendants of the rodent infestation and other issues in the Apartment.

35. Defendants merely dropped off sticky pads for Plaintiff. That is not a proper response to significant rodent infestation.

36. Defendants breached their duties to Plaintiff by failing to repair and/or maintain the Apartment, by failing properly to address the rodent infestation, and by failing to provide a living space free of conditions materially affecting the life, health and safety of ordinary persons.

37. Defendants breached their duties to Plaintiff by failing to provide a safe, healthy and habitable home that complied with applicable codes and regulations.

38. Defendants negligently failed to maintain and/or repair the Apartment, and properly exterminate the rodents running rampant in their building and Plaintiff's Apartment.

39. As a sole, direct and proximate result of Defendants' negligence, Plaintiff suffered economic damages through lost belongings, payments for rodent repellants, and payment of rent while the Apartment was uninhabitable. She also suffered inconvenience,

aggravation, embarrassment, frustration, humiliation, and significant emotional distress due to the actions and inactions of Defendants.

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

COUNT II – BREACH OF CONTRACT

40. Plaintiff re-alleges and incorporates by reference the allegations set forth above, and further alleges:

41. On or about April 12, 2019, Plaintiff entered into a Rental Agreement with Hendersen-Webb, general partner and agent for Wellington, for the rental of the Apartment.

42. The Rental Agreement stated that “the Apartment will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to life, health or safety of occupants.

43. The Rental Agreement stated that Agent [Hendersen-Webb] shall be responsible for repairs to the Apartment.

44. Defendants breached the Rental Agreement by providing the Apartment with a rodent infestation at the outset and not repairing and remedying the rodent infestation, which constituted a threat to the life, health, and safety of Plaintiff.

45. As a sole, direct and proximate result of Defendants’ negligence, Plaintiff suffered economic damages through lost belongings, payments for rodent repellants, and payment of rent while the Apartment was uninhabitable. She also suffered inconvenience, aggravation, embarrassment, frustration, humiliation, and significant emotional distress due to the actions and inactions of Defendants.

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

COUNT III – BREACH OF THE WARRANTY OF HABITABILITY

46. Plaintiff re-alleges and incorporates by reference the allegations set forth above, and further alleges:

47. On or about April 12, 2019, Plaintiff entered into a Rental Agreement with Hendersen-Webb, general partner and agent for Wellington, for the rental of the Apartment.

48. Defendants warranted a habitable environment in which Plaintiffs were to live.

49. Defendants provided an unsafe and unhealthy environment to Plaintiff by way of the rodent infestation in the Apartment and throughout the building which housed the Apartment.

50. Given the health, safety and livability issues at the Apartment, Defendants breached the warranty of habitability.

51. As a result of Defendants' breach of warranty of habitability, Plaintiff suffered economic damages through lost belongings, payments for rodent repellants, and payment of rent while the Apartment was uninhabitable. She also suffered inconvenience, aggravation, embarrassment, frustration, humiliation, and significant emotional distress due to the actions and inactions of Defendants.

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

COUNT IV - VIOLATION OF MARYLAND CONSUMER PROTECTION ACT
Md. Code Ann., Com. Law § 13-101, *et. seq.*

52. Plaintiff re-alleges and incorporates by reference the allegations set forth above, and further alleges:

53. Maryland's Consumer Protection Act ("CPA"), Md. Code Ann., Com. Law § 13-

101 *et seq.*, constitutes remedial legislation that is intended to be construed liberally in order to promote its purpose of providing a modicum of protection for the State's consumers. *Wash. Home Remodelers, Inc. v. State, Office of Attorney Gen., Consumer Prot. Div.*, 426 Md. 613, 630, 45 A.3d 208, 219 (2012).

54. As a “person” under the CPA, Md. Code Ann., Com. Law § 13-101(h), Defendants are prohibited from engaging in unfair and deceptive trade practices.

55. The CPA specifically 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).

56. The CPA further prohibits Defendants from deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with: (i) The promotion of any consumer realty, or (iii) the subsequent performance of a merchant with respect to an agreement of sale, lease or rental. Md. Code Ann., Com. Law § 13-301(9).

57. Defendants knew that the Apartment and the building in which it was housed had a rodent infestation.

58. Defendants did not inform Plaintiff of these material facts.

59. Defendants intended that Plaintiff rely on Defendants’ knowing concealment, suppression, or omission of the material facts regarding the rodent infestation.

60. Had Defendants informed Plaintiff of the material facts, Plaintiff could have taken precautions, including but not limited to: not leasing the Apartment in the first place, and protecting herself and her property from the rodents. Plaintiff would not have rented the Apartment had she known of the rodent infestation.

61. Because the material facts were withheld, Plaintiff was deceived about the actual

condition of the premises, and was damaged as a result.

62. In violation of the CPA, Md. Code Ann., Com. Law §§ 13-303(1) and (2) and §13-301(3) and (9), Defendants failed to state material facts and knowingly concealed, suppressed, or omitted material information regarding the rodents in the Apartment with the intent that Plaintiff rely on same.

63. Defendants acted knowingly.

64. As a result of Defendants' actions and omissions, Plaintiff suffered economic damages through lost belongings, payments for rodent repellants, and payment of rent while the Apartment was uninhabitable. She also suffered inconvenience, aggravation, embarrassment, frustration, humiliation, and significant emotional distress due to the actions and inactions of Defendants.

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

NOTICE OF CLAIM FOR ATTORNEYS' FEES

Plaintiff, by and through her attorneys and pursuant to the Maryland Rules, files this notice that Plaintiff intends to request attorneys' fees in this case. Plaintiff further states that as the case progresses, these fees could be substantial.



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