

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

DISTRICT OF COLUMBIA  
441 4th Street, NW  
Washington, D.C. 20001

*Plaintiff,*

v.

TAVANA CORPORATION  
730 24th Street, NW, Apt. #19  
Washington, D.C. 20037

**SERVE ON Registered Agent:**  
JAMES BROWN  
4569 Benning Road, SE, Apt. #103  
Washington, D.C. 20019

and

MEHRDAD VALIBEIGI  
12577 Royal Wolf Place  
Fairfax, VA 22030-6648

*Defendants.*

Civ. No. \_\_\_\_\_

**JURY TRIAL DEMANDED**

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**COMPLAINT FOR APPOINTMENT OF RECEIVER AND VIOLATIONS OF THE  
CONSUMER PROTECTION PROCEDURES ACT<sup>1</sup>**

The District of Columbia (the “District”) files suit against Tavana Corporation and Mehrdad Valibeigi, (collectively, “Defendants”), seeking appointment of a receiver for the apartment buildings located at 1850 and 1854 Kendall Street, NE, Washington, D.C., 20002 (“Westwood Apartments” or the “Property”) in accordance with the Tenant Receivership Act, D.C.

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<sup>1</sup> While the Tenant Receivership Act references a “Petition” for Appointment of Receiver and refers to relevant parties as “Petitioner” and “Respondents,” the District has captioned this matter as a “Complaint,” given its other claims, and will refer to parties throughout this matter as “Plaintiff” or “Defendants.”

Code §§ 42-3651.01 to - .08 (“TRA”), and for restitution, civil penalties, costs, attorney’s fees and injunctive relief pursuant to the Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, 3913. In support of its claims, the District alleges the following:

**PRELIMINARY STATEMENT**

1. The TRA authorizes this Court to appoint a receiver for a rental housing accommodation in the District of Columbia in order to safeguard the health, safety, and security of tenants from a landlord’s continued failure to address housing conditions. Receivership is statutorily authorized where a landlord has demonstrated a “pattern of neglect” toward the property that poses a serious threat to the health, safety, or security of the tenants for a period of thirty consecutive days.

2. The District files this action to appoint a receiver to address hazardous housing conditions at the Westwood Apartments that Defendants have failed to abate. This action also seeks to secure injunctive relief, restitution to tenants, assess penalties, and collect reasonable attorney’s fees and costs for violations of the CPPA.

3. The Property is a rental housing accommodation located within the District of Columbia comprised of two apartment buildings with a total of twenty-four units that Defendants own, operate, manage, and otherwise control. When Defendants offered and leased the rental accommodations to their tenants, they represented that they would maintain the Property in accordance with District of Columbia laws and regulations, including the District’s housing code, property maintenance code, fire code, and mold laws.<sup>2</sup> Defendants have failed to do so.

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<sup>2</sup> The term “housing code” refers to Title 14, Chapters 1 – 16 of the District of Columbia Municipal Regulations (“DCMR”). The term “property maintenance code” refers to Title 12-G of the DCMR. The term “fire code” refers to the Fire Code Supplement found in Title 12-H of the DCMR and applicable provisions of the 2012 International Fire Code, available at [https://www.willmarmn.gov/14%20-%20International%20Fire%20Code%20\(2012\).pdf](https://www.willmarmn.gov/14%20-%20International%20Fire%20Code%20(2012).pdf). The term “mold laws” refers to the District of Columbia’s Air Quality Amendment Act of 2014, codified at D.C. Code §§ 8-241.01, *et seq.* and regulated at Title 20, Chapters 1 – 15 of the DCMR.

4. The Property suffers from a demonstrated history of neglect and indifference resulting from the actions or omissions of the Defendants, jointly and severally. Defendants' pattern of neglect at the Property stretches numerous years. The tenants at the Property have suffered from many dangerous conditions, including: lack of heat; severe rodent, roach, and bedbug infestations; defective plumbing which has resulted in water damage and widespread leaks; electrical hazards; and missing fire suppression systems.

5. All of these conditions pose a serious threat to the health, safety, and security of the tenants. Tenants repeatedly informed Defendants of these hazardous conditions, yet Defendants allowed the conditions to remain unabated for years—well above the thirty-day threshold necessary to warrant receivership under D.C. Code § 42-3651.02(b). The refusal of the Defendants to abate these housing or other code violations in a timely manner is particularly troubling in light of the fact that the tenants have modest financial means, and therefore lack feasible alternatives to the unsafe and unhealthy rental accommodations inflicted upon them by the Defendants.

6. Notwithstanding their refusal to maintain the Property, Defendants have consistently demanded and collected full rental payments for all of the affected units. In some instances, Defendants have increased the rent for specific units despite the presence of continuing housing code violations.

7. Finally, Defendants' misrepresentations that they would make repairs to the Property and maintain it in accordance with the District's laws and regulations, including all applicable building and maintenance codes, constitute violations of the CPPA §§ 28-3904(a), (d), (e), (f), and (dd).

## I. JURISDICTION

8. The Court has subject matter jurisdiction pursuant to D.C. Code § 11-921 and § 28-3909.

9. The Court has personal jurisdiction pursuant to D.C. Code § 13-423.

## II. PARTIES

10. Plaintiff the District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District brings this case 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 also specifically authorized to enforce both the TRA and the CPPA. *See* D.C. Code § 42-3651.03; *see also* D.C. Code § 28-3909.

11. Defendant Tavana Corporation is a corporation organized under the laws of the District of Columbia and maintains its principal place of business at 730 24th Street, NW, Apt. #19, Washington, D.C. 20037. Tavana Corporation is the owner of the apartment buildings located at 1850 and 1854 Kendall Street, NE, also known as “Westwood Apartments.” Tavana Corporation is engaged in the business of purchasing, selling, and managing real estate and other investments. Defendant Merhdad Valibeigi is the President of Tavana Corporation. (*See* Ex. 1, Tavana Corporation Corporate Filings).

12. Defendant Mehrdad Valibeigi, known to his tenants as Mike Valley, is the President of Tavana Corporation. (*Id.*). At all times material to this Complaint, acting alone or with others, Mehrdad Valibeigi formulated, directed, controlled, or had the authority to control, participated

in, or with knowledge approved of the acts or practices of Defendant Tavana Corporation, including the acts and practices set forth in this Complaint.

### **III. FACTS**

13. The Property is comprised of two residential apartment buildings consisting of twenty-four total units, located in Northeast Washington, D.C.

14. Defendant Tavana Corporation acquired legal title to the Property on May 6, 1994. (*See* Ex. 2, Property Deed).

15. After acquiring the Property, Tavana Corporation through its managing officer, Mehrdad Valibeigi, leased units in the Property to tenants through lease agreements.

16. Each lease agreement contained an implied warranty of habitability that obligated Defendants to maintain the Property in a livable condition and in compliance with the District's laws and regulations.

17. Additionally, some lease agreements also made explicit representations about the condition of the apartment at the time the lease was executed.

18. In some instances, Defendants also served Notices to Tenants of Adjustment in Rent Charged ("rent increase notices") that increased the rent for specific units. The rent increase notices included an express certification from Defendants that the tenant's unit was in substantial compliance with the District's housing code.

19. Defendants collected, and continue to collect, rent from tenants without disclosing that Defendants would not maintain the Property in a manner consistent with the District's laws and regulations—including the District's housing code, property maintenance code, fire code, and mold laws—or in a habitable condition.

20. Defendants' failure to abate serious and hazardous housing conditions for years despite repeated requests from tenants demonstrates a pattern of neglect.

**The Defendants Have Demonstrated a Pattern of Neglect for the Property that Threatens the Health, Safety, and Security of the Tenants**

21. An investigator from the Office of the Attorney General visited the Property on November 13, 2018 and December 28, 2018. (*See* Ex. 3, Declaration of Investigator Brown ("Brown Declr.")). During her visits, the investigator took photographs of the conditions at the Property. Those conditions are reflected in photographs that are attached to this Complaint. (*See* Ex. 4, Photos from Investigator Brown). Those photographs show the following conditions: floor boards separating from the floor; tiles missing from the restroom floor; leaking plumbing; water damaged ceilings and walls; faultily repaired ceilings (i.e., uneven boards nailed to the ceiling), exposed electrical wiring; a missing ventilation system; and evidence of rodent and roach infestation among other things. Six current tenants of the Property have submitted affidavits in connection with this Complaint that also detail the conditions that tenants at the Property have experienced:

- **Dorothy Wylie**, a tenant who has resided at 1850 Kendall Street NE, Unit #T-4 for more than 45 years. (Ex. 5, Affidavit of Dorothy Wylie ("Wylie Aff.") ¶ 2.).
- **Charles Harley**, a tenant who has resided at 1850 Kendall Street NE, Unit #101 for 10 years. (Ex. 6, Affidavit of Charles Harley ("Harley Aff.") ¶ 2.).
- **Eddie Dyson**, a tenant who has resided at 1850 Kendall Street NE, Unit #204 for 7 years. (Ex. 7, Affidavit of Eddie Dyson ("Dyson Aff.") ¶ 2.).
- **Kimberly Gibson**, a tenant who has resided at 1850 Kendall Street NE, Unit #T-1 for 4 years. (Ex. 8, Affidavit of Kimberly Gibson ("Gibson Aff.") ¶ 2.).
- **Antonio Brown**, a tenant who has resided at 1850 Kendall Street NE, Unit #102 for 4 years. (Ex. 9, Affidavit of Antonio Brown ("Antonio Brown Aff.") ¶ 2.).
- **Ashanti Washington**, a tenant who has resided at 1850 Kendall Street NE, Unit #203 for 10 months. (Ex. 10, Affidavit of Ashanti Washington ("Washington Aff.") ¶ 2.).

22. All six of these representative tenants have resided at the Property during a time that Tavana Corporation has owned the buildings and all six continue to live at the Property.

23. Many of these tenants have made the difficult decision to continue residing at the Property despite hazardous and dangerous conditions simply because they lack the means to seek other residential options.

24. All six of these representative tenants have suffered from a multitude of unsafe and unsanitary conditions. While the tenants notified Defendants of these conditions, in some cases repeatedly notified Defendants, Defendants failed to remedy the conditions. The ongoing failure to abate these hazardous conditions for months and years at a time demonstrates a pattern of neglect at the Property. Evidence of this pattern of neglect includes:

**a. Lack of Central Heating**

25. There are at least two units at the Property that do not have a working heating unit. (Brown Dclr. ¶ 4); (Washington Aff. ¶ 6) (“One of the first major issues I noticed was the issue with the heating unit. Washington Gas tagged the heating unit as not properly connected. Mike was aware of the issue with the heating unit. At that time, he told me he would address this issue closer to the winter months. In November 2018, as temperatures began to drop, I called at least twice to remind Mike about this heating issue. He never sent anyone to make the repairs, so I purchased four space heaters to keep my unit warm.”); (Dyson Aff. ¶ 6) (“The HVAC unit in my apartment does not work properly. If it is hot outside when I turn on the central air conditioning, hot air comes in. If it is cold outside when I turn on the central heat, cold air comes in. This has been an issue for the past seven years. I have reported this issue to Mike over the phone and through text messages.”). The heating units were not working at the time of the visits to the Property by OAG on November 13, 2018 and December 28, 2018. (Brown Dclr. ¶¶ 4-5.).

**b. Electrical Hazards**

26. At least two of the tenants have electrical hazards in their unit. (Harley Aff. ¶ 10) (“There is a short in the electrical outlet in my living room. It makes a buzzing noise.”); (Gibson Aff. ¶ 6) (“When we first moved in, we tried to plug several things into the electrical sockets. Even though there were several outlets throughout the apartment, only one outlet worked in the entire apartment. Every time we tried to plug something into any of the other outlets, such as a lamp or other items that require electricity, the item we plugged in would blow out and the power would go off.”).

**c. Missing Fire Suppression Systems**

27. A Fire Inspector from the District of Columbia Fire and Emergency Management Services Department (“FEMS”) also conducted three inspections at the Property on December 13, 2018; December 31, 2018; and March 1, 2019.

28. The Fire Inspector first inspected the Westwood Apartments on December 13, 2018. (*See* Ex. 11, December 13, 2018 Fire Inspection Reports). During the first inspection, the Fire Inspector issued a fire inspection report citing violations for electrical hazards in units #T-4, #101, and #104 at 1850 Kendall Street. (*Id.*). The fire inspection report for 1850 Kendall Street NE included the following violations: missing fire extinguishers; missing pull station placards; fire alarm system not working properly; and missing or inoperable smoke detectors in units #101, #103, and #204. (*Id.*). At 1854 Kendall Street, NE, the Fire Inspector issued a fire inspection report citing violations for an electrical hazard in the common area. (*Id.*). The fire inspection report for 1854 Kendall Street, NE, included the following violations: failure to provide illuminated exit signs; light fixture hanging from exposed wires; fire alarm systems not working properly; a



missing fire extinguisher in the hallway; improperly mounted fire extinguishers; and missing pull station placards. (*Id.*).

29. When the Fire Inspector returned to the property on December 31, 2018, the only violation that was abated by Defendants was the installation of smoke detectors in units #101, #103, and #204 of 1850 Kendall Street, NE. None of the other violations at the Property had been abated. (*See Ex. 12, December 31, 2018 Fire Re-inspection Report*).

30. The Fire Inspector returned to the Property again on March 1, 2019 and found that several violations had not been addressed. These deficiencies include but are not limited to the failure to maintain fire protection equipment and systems, and the failure to provide fire extinguishers in required locations. (*See Ex. 13, March 1, 2019 Notice of Infraction*).

31. The threats to the tenants' safety due to these fire code violations are exacerbated by the electrical hazards in the units because some tenants rely on space heaters to warm their units in the absence of a functioning central heating system.

**d. Pest Infestation**

32. The Property suffers from a severe rodent infestation. (Brown Dclr. ¶ 4; Washington Aff. ¶ 7; Wylie Aff. ¶ 6; Dyson Aff. ¶ 5; Harley Aff. ¶ 6.) The mice appear year-round, but the issue gets worse in the winter. (Wylie Aff. ¶ 6) (“I see mice around my television and my stove. There are many cracks and holes throughout my apartment, and they can enter and exit as they wish.”). The tenants report seeing mice in almost every room of their unit, especially in their kitchens, bedrooms, and bathrooms. (Washington Aff. ¶ 7) (“There are mice everywhere. I see them in the kitchen, living room, bedrooms and closets.”); (Dyson Aff. ¶ 7) (“I see [mice] in the kitchen, living room, and bathroom. I see mice every day.”).

33. Tenants reported these issues to Defendants, but the issues have gone unaddressed for years at a time. (Washington Aff. ¶ 7) (“I reported this issue to Mike in July 2018 by texting him. He told me that he would hire an exterminator at the end of the Summer. An exterminator never came.”); (Harley Aff. ¶ 6) (“I reported this [rodent infestation] issue to Mike verbally and maybe once or twice over the phone.”); (Antonio Brown Aff. ¶ 6) (“I have reported the [rodent infestation] issue to Mike through several text messages, some with videos attached. After several years, Mike sent a rodent exterminator in April 2019.”).

34. The rodent infestation has gone unaddressed so long that tenants have tried to address the issues themselves. (Antonio Brown Aff. ¶ 6); (Washington Aff. ¶ 7) (“My family and I got a cat to help with the mice issue. Even though the cat catches at least one mouse every two weeks, I still see mice droppings on my stove every day.”); (Harley Aff. ¶ 6) (“I don’t have time to constantly call him [to report issues with rodents]. This is one of the main reasons why I got a cat.”); (Wylie Aff. ¶ 6) (“I have had to spend my own money on glue traps. I cannot keep spending my own money because it is getting very expensive.”).

35. The Property also suffers from a severe roach infestation. (Brown Dclr. ¶ 4); (Harley Aff. ¶ 7) (“I see roaches everywhere throughout my unit. They are in our food and that makes me upset because food is expensive to buy.”); (Antonio Brown Aff. ¶ 7) (“There has been a roach infestation since I first moved in.”).

36. Tenants reported the roach infestation to Defendants, but the issues remain ongoing. (Antonio Brown Aff. ¶ 7) (“I have told Mike about the [roach infestation] several times through text messages, some with attached videos.”). In some instances, tenants report that Defendants send exterminators to treat the roach infestation, but exterminations are infrequent and

inconsistent. (Antonio Brown Aff. ¶ 7) (“An exterminator came to treat my unit for roaches in April 2019, prior to that, an exterminator had not serviced my unit since late 2016 or early 2017.”).

37. Some tenants report that Defendant has never sent an exterminator to treat their unit for roaches. (Washington Aff. ¶ 8) (“[Mike] told me that he would hire an exterminator [to treat the roach infestation] by the end of the Summer. He never hired the roach exterminator.”).

38. In the past six months, there have been bed bug infestation in at least one unit at the Property. (Harley Aff. ¶ 8) (“I have had bed bugs ever since I moved in. They are in my bedroom and living room. I used to report this issue to Bruce [the on-site maintenance person] when I would see him . . . he did nothing about it.”). At least one tenant has been the treating bedbug infestation himself. (Harley Aff. ¶ 8) (“I have to purchase bed bug spray with my own money, because I know that Mike will not do anything to address the infestation.”).

**e. Leaks and Defective Plumbing**

39. There are several leaks in the ceiling and walls in various units throughout the Property. (Brown Dclr. ¶ 4); (Gibson Aff. ¶ 10) (“Since I moved in, every time it rains, water comes through the walls of the bedroom and the living room. When the neighbors upstairs run water in their bathtub, water leaks into my bathroom. When water comes into my apartment, whether by the rain or the upstairs neighbors, the water floods my apartment. I have to use a machine to drain the water because of the flooding in my apartment.”); (Wylie Aff. ¶ 7) (“In the past, water has poured into my apartment as if I was standing outside in a rainstorm. Water has leaked into my living room, dining room, and bathroom.”); (Harley Aff. ¶ 9) (“There is a ceiling leak in the bathroom that is making the ceiling collapse.”).

40. On the occasions Defendants attempted to address the leaks, the repairs were inadequate or ineffective. (Wylie Aff. ¶ 7) (“I would immediately report the leaks to Mike by

phone. Mike would direct me to Bruce [the on-site maintenance person] to have him find the source of the leak. After the water stopped pouring or leaking into my apartment, Bruce would use putty, and nothing else, to repair my ceiling.”). Several tenants have boards nailed to their ceilings to cover up leaks and keep the ceiling from collapsing. (Ex. 4., Photos from Investigator Brown at KendallRBPhotos000028, KendallRBPhotos000033, and KendallRBPhotos000094).

41. There are issues with plumbing throughout the Property. (Brown Dclr. ¶ 4); (Wylie Aff. ¶ 7); (Dyson Aff. ¶ 10) (“The kitchen sink faucet also constantly drips.”).

42. At least one tenant has a clamped wrench in the place where the bathtub faucet knob should be. (Ex. 4., Photos from Investigator Brown at KendallRBPhotos000041).

43. Multiple tenants have issues with leaking pipes under their kitchen and bathroom sinks. Pervasive leaks have led to the formation of mold. (Dyson Aff. ¶ 10) (“I had a leak under the kitchen sink for years. It leaked so much that it led to the formation of mold under the sink.”). Several tenants placed buckets under their sinks to catch leaking water or placed sponges in their sinks to quiet the noise from leaking faucets. (Ex. 4., Photos from Investigator Brown at KendallRBPhotos000039, KendallRBPhotos000051).

44. Tenants report these issues to Defendants, but Defendants have either delayed in making repairs or not addressed the issues at all. (Dyson Aff. ¶ 10) (“I reported the leaking pipe to Mike over the phone about four times a month. In February 2019, there was a temporary fix to stop the leak.”); (Gibson Aff. ¶ 10) (“I reported these issues to Mike every time he came to the property to collect rent. Mike said he would have someone come look at these issues, but he hasn’t done anything to address the leaks.”).

**f. Lack of Ventilation**

45. At least one unit at the Property lacks proper ventilation in the kitchen or the bathroom. (Dyson Aff. ¶ 5) (“There is also no ventilation in the kitchen, and the bathroom vent doesn’t work.”).

**g. Other Evidence of a Pattern of Neglect**

46. There are several issues at the Property where the flooring or tile is missing. (Brown Dclr. ¶¶ 6, 9); *see* Ex. 4., Photos from Investigator Brown; (Antonio Brown Aff. ¶ 5) (“When I first moved into my unit, it was a dump. Tiles on the bathroom floor were missing . . . .”); (Harley Aff. ¶ 5) (“When I first moved into the unit, it was in okay condition. They asked me to take it ‘as is.’ They never fixed the initial issues, and they have become worse.”).

47. At least one tenant resorted to pursuing legal action against Defendants for failure to make repairs. Will Coleman, a tenant living at 1854 Kendall Street, NE, Unit B-2, filed a housing code violations case against Defendants in 2015. (*Will Coleman v. Tavana Corporation*, Case No. 2015 CA 005625 H). In the complaint, the tenant stated that he reported to Defendants that he had rodent and insect infestations; leaks from the walls, faucet, and the pipes under the sink; a broken or stopped toilet; and cracks and holes in the walls. (*See* Ex. 14, Complaint at 3, *Will Coleman v. Tavana Corporation*, Case No. 2015 CA 005625). An inspector from the Department of Consumer and Regulatory Affairs (“DCRA”)<sup>3</sup> inspected and cited Defendants for multiple violations, including but not limited to: rodent infestation, extensive water leaks, and evidence of water

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<sup>3</sup> A DCRA inspector is specifically assigned to assist with case management and inspections of properties that are at issue in cases on the Housing Conditions Calendar. As part of the procedure for these cases, the presiding judge orders a DCRA inspector to conduct an inspection and provide summary reports of their findings. A re-inspection is ordered under at least two circumstances: (1) there is a dispute about whether conditions from a previous inspection were abated, or (2) if the tenants report new issues since the case was initiated.

damage. (*See* Ex. 15, Inspection Summary Report). Defendants did not address the issue until months after Mr. Coleman filed the complaint.

48. Tenants at the Property organized and formed 1850-1854 Kendall Street Tenant Association (“Tenant Association”). The Tenant Association drafted a demand letter citing subpar living conditions and several housing or other code violations. The Tenants Association sent the letter to Defendants on December 21, 2018 requesting immediate abatement of the housing conditions issues listed in the letter. (*See* Ex. 16, Tenant Association Demand Letter).

49. In the Demand Letter, the Tenant Association listed violations common to both 1850 and 1854 Kendall Street NE which included: service records for Fire Alarm System not being provided; electrical hazards needing abatement; fire extinguishers missing in the hallway; exit sign not being illuminated at the front door; and the fire alarm system not working properly. (*Id.*). The Tenant Association also listed several unit specific issues, several of which are discussed in this Complaint. (*Id.*). As of the date of this filing, based on the affidavits submitted in connection with this Complaint, many of the issues continue to exist. (*See* Exs. 5 through 10).

#### **Statutory Basis for Appointment of Receiver**

50. In accordance with D.C. Code § 42-3651.03, the Attorney General for the District of Columbia may petition the Court to appoint a receiver over a rental housing accommodation that “has been 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). The term “pattern of neglect” includes “all evidence that the owner, agent, lessor, or manager of the rental housing accommodation has maintained the premises in a serious state of disrepair, including vermin or rat infestation, filth or contamination, inadequate ventilation, illumination, sanitary, heating or life safety facilities,

inoperative fire suppression or warning equipment, or any other condition that constitutes a hazard to its occupants or to the public.” (*Id.*).

51. The D.C. Council enacted the TRA to protect tenants in instances where the landlord has refused to remedy dangerous housing or other code violations despite efforts to compel abatement. As stated in the 2008 Committee Report recommending adoption of the legislation:

Despite the existence of an inspections process, many tenants live in unsanitary and unsafe conditions without meaningful options for remedies. For example, reports abound of tenants living in housing units infested with vermin, of children developing respiratory problems caused by mold buildup, and of people living without heat or hot water. In the absence of a meaningful remedy, tenants are typically confronted with an impossible choice: persist in unsanitary conditions or move out. Disturbingly, some landlords have used the lack of a meaningful remedy to their advantage. Recently, the *Washington Post* reported that some landlords purposely neglected apartment units in the hope that conditions would become so intolerable that tenants would be forced to vacate their homes. Once vacant, buildings command higher prices on the market because they are more easily converted to lucrative condominiums.

Comm. Rep., B17-0729, Abatement of Nuisance Properties and Tenant Am. Act of 2008, at 2 (Nov. 14, 2008) [“Committee Report”].

52. Once appointed, the receiver shall, among other things: “Take charge of the operation and management of the rental housing accommodation and assume all rights to possess and use the building, fixtures, furnishings, records, and other related property and goods that the owner or property manager would have if the receiver had not been appointed . . . .” D.C. Code § 42-3651.06(1).

**COUNT I**  
**(Petition for Appointment of Receiver under the Tenant Receivership Act)**

53. The District incorporates by reference Paragraphs 1 through 52.

54. Defendants have operated the Property in a manner that demonstrates a pattern of neglect under D.C. Code § 42-3651.02(b). The Property has suffered from severe rodent, roach, and bedbug infestations; defective plumbing which has resulted in water damage and widespread leaks; defective heating systems leaving some tenants with no heat; and missing fire suppression systems.

55. The aforementioned and ongoing pattern of neglect has been established well beyond the statutory period of 30 consecutive days. Defendants have ignored repeated complaints from tenants, a demand letter sent by the Tenant Association, and notices of violations. Defendants have shown themselves unwilling and incapable of undertaking the necessary actions to abate and eliminate these unhealthy and unsafe conditions.

**COUNT II**  
**(Violations of the Consumer Protection Procedures Act)**

56. The District incorporates by reference paragraphs 1 through 55.

57. The District of Columbia Consumer Protection Procedures Act (“CPPA”) prohibits unlawful trade practices in connection with the offer, lease and supplying of consumer goods and services. D.C. Code § 28-3901(a)(6). Defendants offer and lease apartments to tenants, which are consumer goods and services under the CPPA.

58. The tenants in the Property are consumers because they rented their units in the Property for personal, household, or family purposes. D.C. Code §28-3901(a)(2).

59. Defendants, in the ordinary course of business, offer to lease or supply consumer goods and services and, therefore, are merchants under the CPPA. D.C. Code § 28-3901(a)(3).

60. The CPPA authorizes the Attorney General to file suit against any person the Attorney General has reason to believe “is using or intends to use any method, act, or practice [that is an unlawful trade practice] in violation of ... D.C. Code § 28-3904.” D.C. Code § 28-3909(a).



61. Under the CPPA, it is an unlawful trade practice for any person to:

(a) represent that goods or services have a source, sponsorship, approval, certification, or connection that they do not have;

\* \* \*

(d) represent that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another;

(e) misrepresent as to a material fact which has a tendency to mislead; [or]

(f) fail to state a material fact if such failure tends to mislead [....]

D.C. Code § 28-3904.

62. Here, Defendants committed unlawful trade practices under the CPPA when they:

a. represented to tenants/consumers that the units Defendants offered to lease and did lease were in compliance or would be brought into compliance with the District's laws and regulations (including the District's housing code) when, in fact, the units were not habitable and were not maintained in a manner consistent with the District's laws and regulations;

b. represented to tenants/consumers that the units Defendants offered to lease and did lease would be maintained free and clear of water intrusions and mold when, in fact, the units were not maintained free and clear of water intrusions and mold;

c. represented to tenants/consumers that the units would be maintained with functioning utilities and services like heat, electricity, and running water when, in fact, the units were not maintained with functioning utilities and services;

d. represented to tenants/consumers that the units would be maintained free and clear of pest infestations, when, in fact, the units were not maintained free and clear of pest infestations;

e. represented to tenants/consumers that Defendants have abated or would abate all housing or other code violations and any other material defects that pose a serious threat to the health, safety, or security of the tenants/consumers when, in fact, Defendants have not done so;

f. collected rent from tenants/consumers while failing to inform them that Defendants would continuously and systematically fail to maintain the Property in a habitable condition; and

g. served notices of rent increase to the tenants certifying that the Property was in substantial compliance with the housing code at the time the adjustment in rent was to be implemented.

63. Defendants made the above express and implied representations, in the lease agreement and in other communication.

64. Defendants' misrepresentations and material omissions of fact both had the capacity and tendency to mislead consumers and constitute unfair and deceptive trade practices in violation of §28-3904(a), (d), (e) and (f) of the CPPA.

65. Defendants' failure to address the numerous housing or other code violations found within their buildings constitute violations of 16 DCMR § 3305. Such violations are also unlawful trade practices that violate § 28-3904(dd) of the CPPA.

66. Tenants/consumers in the District have suffered substantial injury because of Defendants' violations of the CPPA. In particular, tenants/consumer have paid, and continue to pay, rent to Defendants while being forced to live in apartments with substantial housing or other code violations. Defendants have continued to collect rent payments from tenants/consumers despite Defendants' false representations, misrepresentations, and material omissions about the conditions of the Property and their willingness to maintain it. As such, Defendants have been unjustly enriched by their unlawful acts or practices.

67. Where the Attorney General establishes a violation of the CPPA, the Court may, among other relief, award "restitution of money or property," issue a temporary or permanent injunction against the use of the unlawful "method act or practice," and award "a civil penalty of not more than \$10,000 for each subsequent violation," "the costs of the action, and reasonable attorney's fees." D.C. Code § 28-3909(a)-(b).

68. Defendant Mehrdad Valibeigi is personally liable under the CPPA even for acts that may have been performed in the name of the corporation he controlled because he possessed and/or exercised the authority to control policies and trade practices of the corporate Defendant; was responsible for creating and implementing the alleged unfair and deceptive policies and trade practices that are described herein; participated in the alleged deceptive trade practices that are

described herein; directed or supervised their employees who participated in the alleged unfair and deceptive trade practices that are described herein; and knew or should have known of the unfair and deceptive trade practices that are described herein and had the power to stop them, but rather than stopping them, promoted their use.

#### **IV. RELIEF REQUESTED**

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

(a) Appoint a receiver who has demonstrated to the Court the expertise to develop and supervise a viable financial and repair plan for the satisfactory rehabilitation of the multi-unit rental housing accommodations which are the subject of this lawsuit;

(b) Order that the Defendants, jointly and severally, contribute funds in excess of the rents collected from the rental housing accommodation for the purposes of abating housing or other code violations and assuring that any conditions that are a serious threat to the health, safety, or security of the occupants or public are corrected pursuant to D.C. Code § 42-3651.05(f);

(c) Award restitution against the Defendants sufficient to disgorge the rent amounts that were unlawfully charged to tenants while the Properties were maintained in violation of the District's laws and regulations, including the housing code, property maintenance code, fire code, and mold laws, and was unfairly and deceptively offered and leased pursuant to D.C. Code § 28-3909(a);

(d) Award the maximum in civil penalties in an amount to be proven at trial and as authorized per violation of the CPPA pursuant to D.C. Code § 28-3909(b)(2);

(e) Award economic damages in an amount to be proven at trial pursuant to D.C. § 28-3909(b)(3);

- (f) Enter injunctive relief as appropriate against Defendants for the use of any unlawful trade practices pursuant to D.C. Code § 28-3909(a);
- (g) Award all allowable costs;
- (h) Award reasonable attorney's fees pursuant to D.C. Code § 28-3909(b)(4); and
- (i) Provide any other relief deemed appropriate by the Court, including a permanent injunction against any further violation of the CPPA.

**Jury Demand**

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

Dated: June 4, 2019

KARL A. RACINE  
Attorney General for the District of Columbia

ROBYN R. BENDER  
Deputy Attorney General  
Public Advocacy Division

/s/ Benjamin M. Wiseman  
BENJAMIN M. WISEMAN [1005442]  
Director, Office of Consumer Protection

/s/ Argatonia D. Weatherington  
ARGATONIA D. WEATHERINGTON [1021691]  
Acting Chief, Housing and Community Justice  
Section

/s/ Reginald Whitaker Jr.  
REGINALD WHITAKER JR. [1618471]  
Assistant Attorney General  
441 4th Street, N.W., Suite 630 South  
Washington, D.C. 20001  
(202) 724-5079 (phone)  
(202) 730-0632 (e-fax)  
Email: Reginald.Whitaker@dc.gov

*/s/ John Lui*

---

JOHN LUI [1021222]  
Assistant Attorney General  
441 4th Street, N.W., Suite 630 South  
Washington, D.C. 20001  
(202) 724-6526 (phone)  
(202) 730-1474 (e-fax)  
Email: John.Lui@dc.gov

*/s/ Stephon D. Woods*

---

STEPHON D. WOODS [1025232]  
Assistant Attorney General  
441 4th Street, N.W., Suite 630 South  
Washington, D.C. 20001  
(202) 724-5319 (phone)  
(202) 715-7728 (e-fax)  
Email: Stephon.Woods@dc.gov

*Attorneys for the District of Columbia*



District of Columbia Government  
Corporations Division

Form BRA-25, Ver. 4, April 2018.  
Two-Year Report for Domestic & Foreign Filing Entity.

Use this form to file a two-year report for a domestic or foreign filing entity.

Year of Filing: 2019  
File Number: 941111  
Date of Filing: 4-18-2018  
Filing Fee: \$400

Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the domestic or foreign filing entity listed below is filing its biannual report and for that purpose submits the statement below.

1. Entity Name.

Javana Corporation

2. Organized under the laws of which state or country.

Dist. of Columbia

3. Address of principal office.

730 24th St. NW #19  
Washington D.C. 20037

4. Name of Registered Agent and address of registered office in DC.

~~JAVANA CORPORATION~~ ~~JAVANA CORPORATION~~ Brown, James  
4569 Benni's Pl SE #10370

5. Brief statement of business affairs conducted in DC.

Apartment Building

2009

6. List all entity governors (attach list if needed)

TITLE	NAME	ADDRESS
1. Mehrdad Valibeigi	Pres	12577 Royal Wolf Place Fairfax Va 22030
2. Nima Valibeigi	Treasurer	Same

7. Is foreign filing entity in good standing in state / country where it is organized?  
 Yes  No

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCCDC § 22-2405.

8. Name of the Governor or Authorized Person.

Mehrdad Valibeigi

8A. Signature of the Governor or Authorized Person.

Mehrdad Valibeigi

Department of Consumer and  
Regulatory Affairs Corporations  
Division  
PO Box 92300  
Phone: (202) 442-4432

Corporate Online Services Information:  
Many corporate filings are available by using CorpOnline Service at <https://corponline.dcrad.gov>, create the profile, access the online services page and proceed. Online filers must pay by using the credit card.

EXHIBIT

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
CORPORATIONS DIVISION



**C E R T I F I C A T E**

**THIS IS TO CERTIFY** that all applicable Trade Name requirements of the Omnibus Regulatory Reform Act of 1998 have been complied with and accordingly, this ***CERTIFICATE OF TRADE NAME REGISTRATION*** is hereby issued to:

TAVANA Corporation

**Trade Name:** WESTWOOD APTS

**IN TESTIMONY WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 4/24/2018 3:04 PM

Business and Professional Licensing Administration



A handwritten signature in black ink that reads 'Patricia E. Grays'.

---

PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Muriel Bowser  
Mayor

Tracking #: fqlsx5PI

GOVERNMENT OF THE DISTRICT OF COLUMBIA 941111  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



**CERTIFICATE**

**THIS IS TO CERTIFY** that all applicable provisions of the DISTRICT OF COLUMBIA BUSINESS CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of **INCORPORATION** is hereby issued to

**TAVANA CORPORATION**

as of **APRIL 8TH, 1994** .

Hampton Cross  
Acting Director

Barry K. Campbell  
Administrator  
Business Regulation Administration

*[Handwritten Signature]*  
Patricia E. Grays  
Assistant Superintendent of Corporations  
Corporations Division

Sharon Pratt Kelly  
Mayor



ARTICLES OF INCORPORATION  
OF  
TAVANA CORPORATION

To: Department of Consumer and Regulatory Affairs  
Corporations Division  
614 H Street, N.W., Washington, D.C. 20001

*W.E. M.V.*

*M.V.*  
I, the undersigned natural persons of the age of eighteen years or more acting as incorporators of a corporation under the BUSINESS CORPORATION ACT (D.C. Code, 1981 edition, Title 29, Chapter 3), adopt the following Articles of Incorporation:

FIRST: The name of the corporation (which is hereafter called the "Corporation") is: TAVANA CORPORATION

SECOND: The purpose for which the Corporation is formed and the business of objects to be carried on and promoted by it are as follows:

A. To purchase, sell and manage real estate and other investments; and to do all such things that may be incidental to carry out the foregoing purpose.

B. To engage in any other lawful purpose and business and to do anything permitted by law as limited by said Code.

THIRD: The post office address of the place at which the principle office of the Corporation in the District of Columbia will be located is c/o Mehrdad Valibeigi, 4569 Benning Road S.E., No. 103, Washington D.C., 20019. The registered agent of the Corporation is Beatrice B. Ross, 1854 Kendall St. N.E., Apt. No. 201, Washington D.C. 20002. Said registered agent is a citizen of the District of Columbia, actually residing therein.

FOURTH: The Corporation shall have a maximum of nine (9) and a minimum of three (3) directors at all times. The number of directors to be chosen within the maximum and minimum limits shall be determined in the manner prescribed by the By-Laws.

The Corporation shall initially have three (3) directors: Mehrdad Valibeigi, 9003 Fort Craig Dr., Burke, Virginia 22015, Said Miremsadi, 5859 Wye Oak Common Ct. Burke, Virginia, 22015, and Farhad Hakimelahi, 5653 Derby Ct. No. 122, Alexandria, Virginia 22311, all of whom shall act as such directors until the first annual meeting, or until their successors are duly chosen and qualified.

*Aggregate M.V.*

FIFTH: The ~~total~~ number of shares of the authorized capital stock of the Corporation shall be one Thousand (1,000) shares of common stock of One Dollar (\$1.00) par value.

FILED

APR - 8 1994

BY: \_\_\_\_\_  
*Phil*

SIXTH: The preferences, qualifications, limitations, restrictions, and special or relative rights in respect of the shares of each class are: NONE.

SEVENTH: The Corporation will not commence business until at least One Thousand Dollars (\$1,000.00) has been received by it as consideration for the issuance of shares.

EIGHTH: The provisions limiting or denying to shareholders the preemptive right to acquire additional shares of the Corporation are: NONE.

NINTH: The Corporation reserves the right to amend, alter or change any provision contained in these Articles of Incorporation in any manner prescribed by statute, and all rights conferred on stockholders herein are granted subject to this provision.

TENTH: The duration of this Corporation shall be perpetual.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and I acknowledge the same to be my act on this 18th day of April, 1994.

Witness 9003 Fort Craig Dr. Burke Va. 22015 Bak Salemi

Witness 4003 Fort Craig Dr. Burke Va. 22015 Cathy Zamanpour

Witness 5854 Wye Oak Common Ct. Burke, Va. 22015 Mehran Valibeigi

APR 18 1994

RECEIVED

WRITTEN CONSENT TO ACT AS REGISTERED AGENT

TO: THE SUPERINTENDENT OF CORPORATIONS  
BUSINESS REGULATION ADMINISTRATION  
DEPT. OF CONSUMER & REGULATORY AFFAIRS  
WASHINGTON, D.C.

(A) BY A DISTRICT OF COLUMBIA RESIDENT

PURSUANT TO THE DISTRICT OF COLUMBIA BUSINESS CORPORATION ACT AS AMENDED (D.C. CODE, 1981 EDITION, TITLE 29, SECTION 29-310(2),

I, Beatrice B. Ross  
A BONAFIDE RESIDENT OF THE DISTRICT OF COLUMBIA HEREBY CONSENT TO ACT AS REGISTERED AGENT FOR:

(NAME OF CORPORATION) Pavana Corporation.

SIGNATURE OF REGISTERED AGENT Beatrice B. Ross

DATE: 4/8/94

(B) BY A LEGALLY AUTHORIZED CORPORATION

THE CORPORATION HEREBY NAMED AS:

\_\_\_\_\_

AN AUTHORIZED CORPORATE REGISTERED AGENT IN THE DISTRICT OF COLUMBIA, PER SIGNATURES OF ITS PRESIDENT/ VICE-PRESIDENT AND SECRETARY/ASSISTANT SECRETARY, HEREBY CONSENTS TO ACT AS REGISTERED AGENT FOR:

(NAME OF CORPORATION) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ OF ITS PRESIDENT  
OR VICE-PRESIDENT  
NAME: \_\_\_\_\_

ATTEST : \_\_\_\_\_ OF SECRETARY  
OR ASSISTANT SECRETARY  
NAME: \_\_\_\_\_

DATE : \_\_\_\_\_

RECEIVED  
FILED APR - 8 1994  
BY: [Signature]

19/1

DC 972 603 M

# This Deed

Made this 6th day of May in the year 1994  
by and between JOHN K. NSTAIH and HAROLD DENBY, Joint Tenants

part 1es of the first part, and TAVANA CORPORATION, a District of Columbia Corporation

part y of the second part:

**Witnesseth**, that for and in consideration of the sum of Ten Dollars (\$10.00), receipt whereof is hereby acknowledged, the said part 1es of the first part does grant unto the said part y of the second part, in fee simple, the following described land and premises, situate in the City of Washington, District of Columbia and known and distinguished as

Lot numbered 59 in Square numbered 4048 in a subdivision made by Joseph F. Fernebok and others as per plat recorded in Liber 148 at folio 54 in the Office of the Surveyor for the District of Columbia.

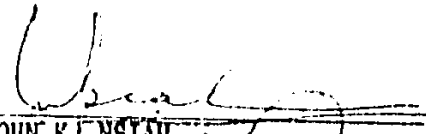
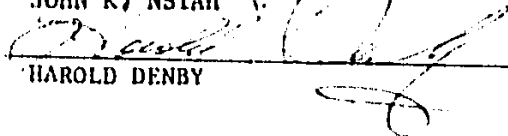
9400038244

OFFICE OF THE SURVEYOR

Together with all and singular the ways, easements, rights, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the said party of the first part, of, in, to, or out of the said land and premises.

And the said part 1es of the first part covenant that they will warrant and defend the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness our hand s and seal s the day and year first hereinbefore written.

_____	[SEAL]		[SEAL]
		JOHN K. NSTAIH	
_____	[SEAL]		[SEAL]
		HAROLD DENBY	



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Declaration of Investigator Renardra Brown

1. I am over the age of 18 and competent to give testimony.
2. I am an investigator with the Office of Attorney General for the District of Columbia (“OAG”). I have been an investigator at the OAG since April 2018; however, prior to my time at OAG, I was an investigator with the District of Columbia’s Department of Consumer and Regulatory Affairs (“DCRA”) for five years.
3. On November 13, 2018 and December 28, 2018, I conducted investigations at 1850 and 1854 Kendall Street, NE, also known as the Westwood Apartments. Specifically, I visited units #101, #102, #103, #104, #203, #204 and #T4 in 1850 Kendall Street, NE and unit #101 in 1854 Kendall Street, NE. During my investigation, I interviewed eight tenants, took note of certain living conditions, and took photographs and video.<sup>1</sup> Throughout the units I visited, tenants reported the same or similar issues.
4. I visited seven units at 1850 Kendall Street SE and one unit at 1854 Kendall Street SE over the course of two visits. When I first went to 1850 Kendall Street on November 13, 2018, I visited six units. The tenant in each unit I visited reported having mice and roaches, as well as leaks in the ceiling and/or walls. At least two units did not have working smoke detectors, or a working furnace for heat in their unit. The tenant I interviewed in the unit at 1854 Kendall Street SE also reported having a mice and roaches, and water leaks throughout the unit. To substantiate tenants’ claims, I observed and photographed roaches, mouse traps and visible water damage where tenants reported leaks.
5. When I returned to the property on December 28, 2018, I was not able to access units #102 or #103 at 1850 Kendall Street SE. However, the tenants in the remaining units stated that most, if not all, of the conditions they reported on November 13, 2018, remained the same. I took photographs that show that the conditions remained, mostly, the same or became worse. Specifically, tenants in 1850 Kendall Street, SE, units #203 and #204 reported that conditions became worse. In unit #203, the tenant reported that there were new leaks in the bathroom ceiling, the toilet began leaking, and the kitchen sink began leaking. In unit #204, the tenant reported that the bathroom sink stopped working. Additionally, the heat in each of these units still was not working. On December 28, 2018, I visited unit #104 for the first time. Like the other tenants, the tenant in unit #104 reported mice and roach infestations and multiple water leaks throughout the unit. The tenant also reported that several light switches did not work.

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<sup>1</sup> Some of the photos that I took during my investigation have been submitted with the District’s complaint. Photos taken on November 23, 2018 are Bates Stamped KendallRBPhotos000001 – KendallRBPhotos000069. Photos taken on December 28, 2018 are Bates Stamped KendallRBPhotos000070 – KendallRBPhotos000114.



6. In addition to the conditions mentioned above, 1850 Kendall Street, NE, units #101, #103, #204, and T4, have conditions worth noting in greater detail. In unit #101, I photographed portions of the ceiling where the ceiling looked to be peeling; exposed brick where a portion of the wall was missing; the lock on the front door, which did not appear to be secure; a hole above the stove where the kitchen ventilator was missing; visible water damage in the ceiling; boards nailed to the bathroom ceiling, which reportedly were to stop leaks; and the bathroom floor where tile was missing from some of the floor. The tenant also reported that there were bed bugs in the unit.
7. In unit #103, I photographed dark spots in the ceiling above the shower; a missing bath tub nob, where there was a wrench clamped on to turn water on and off; a window that had cracks around it and did not appear to be secure; and exposed wiring taped up and over door.
8. In unit #204, I photographed a hole in the wall; a hole in the bathtub that had been taped over; a hole in the wall around the shower head; portions of the wall where drywall was not in place; and a window with cracks around it.
9. In unit #T4, I photographed the kitchen where the cabinets above the counter were missing in part of the kitchen; a kitchen cabinet that was missing a door; the kitchen floor where tile was missing; an exposed electrical socket; and dark spots in the bathroom ceiling. Additionally, I photographed an entire wall that had visible water damage and cracks in the ceiling near the wall.

  
Investigator Renardra Brown

Renardra Brown personally appeared this 22<sup>nd</sup> day of May 2019 and made oath before me that the facts set forth in the above statement are true.

  
Reginald Whitaker Jr.

Assistant Attorney General

Oath Administered pursuant to D.C. Code § 1-301.88

# Renardra Brown Photographs

1850 Kendall Street, N.E. Unit T4  
Inspection on November 13, 2018  
Tenant: Dorothy Wylie

**EXHIBIT**

**4**

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KendallRBPhotos000002



KendallRBPhotos000003



KendallRBPhotos000004



KendallRBPhotos000005



KendallRBPhotos000006





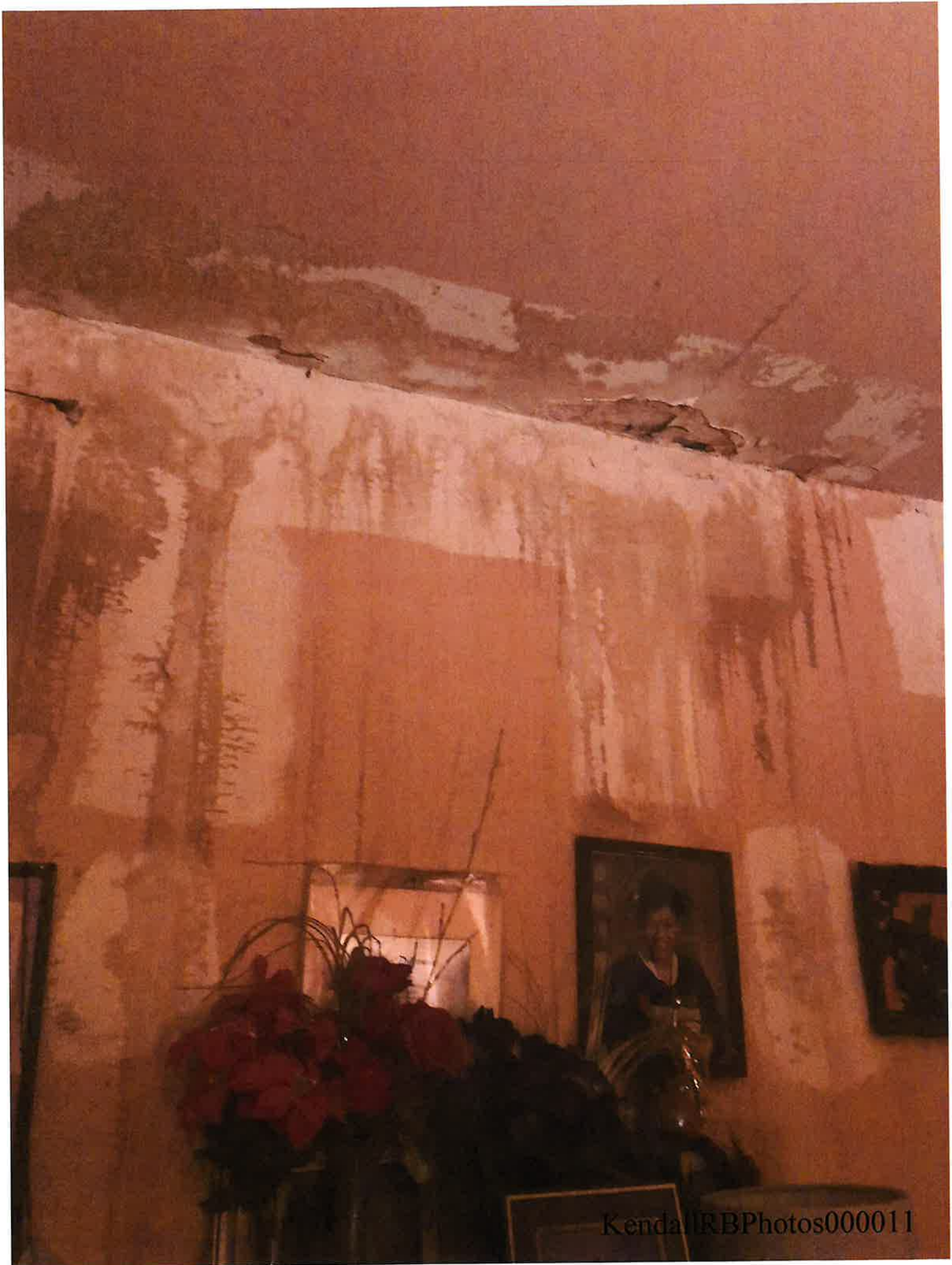


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KendallRBPhotos000009





KendallRBPhotos000011





www.123.com

Kendall's Photos 000013

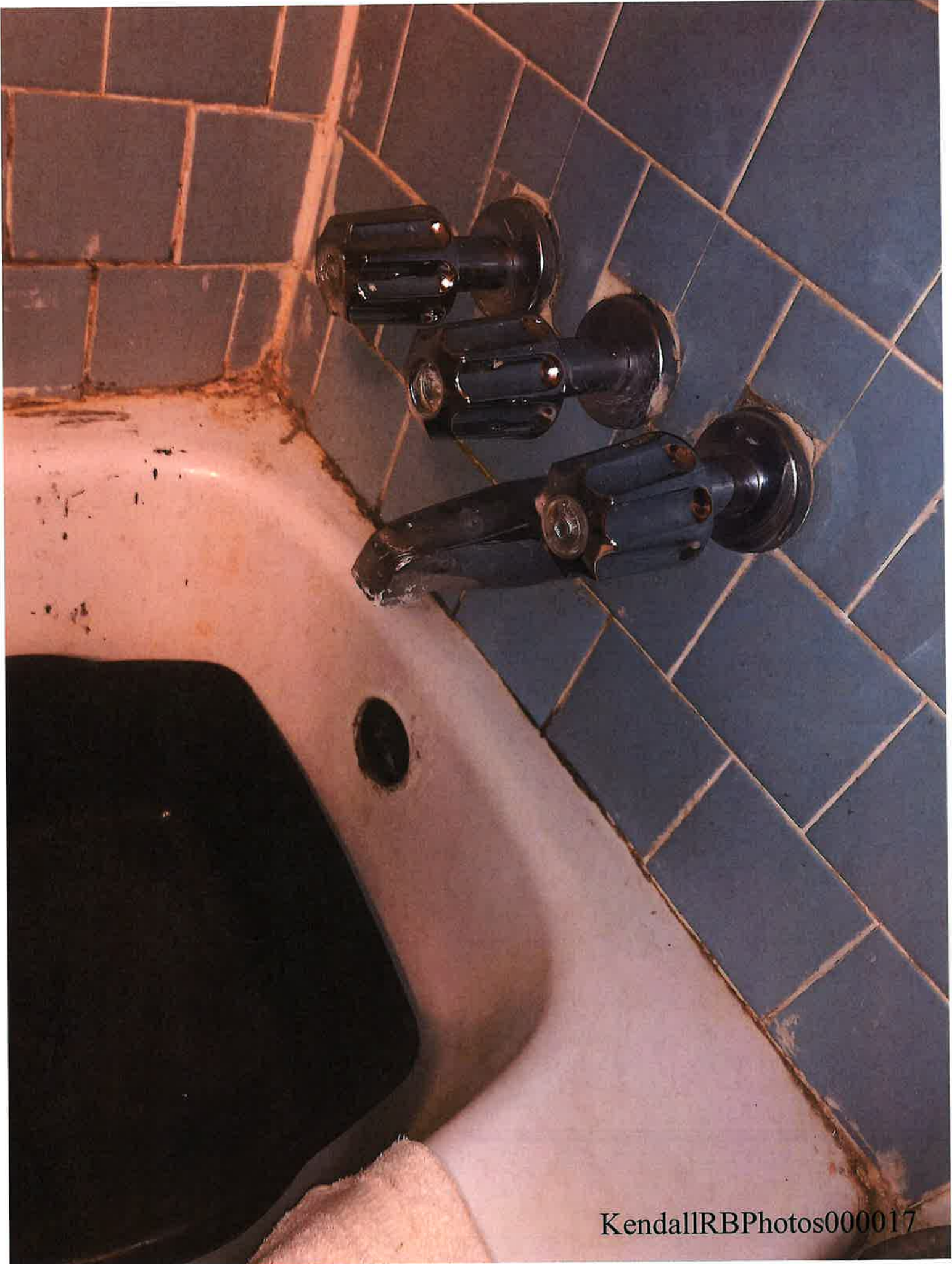


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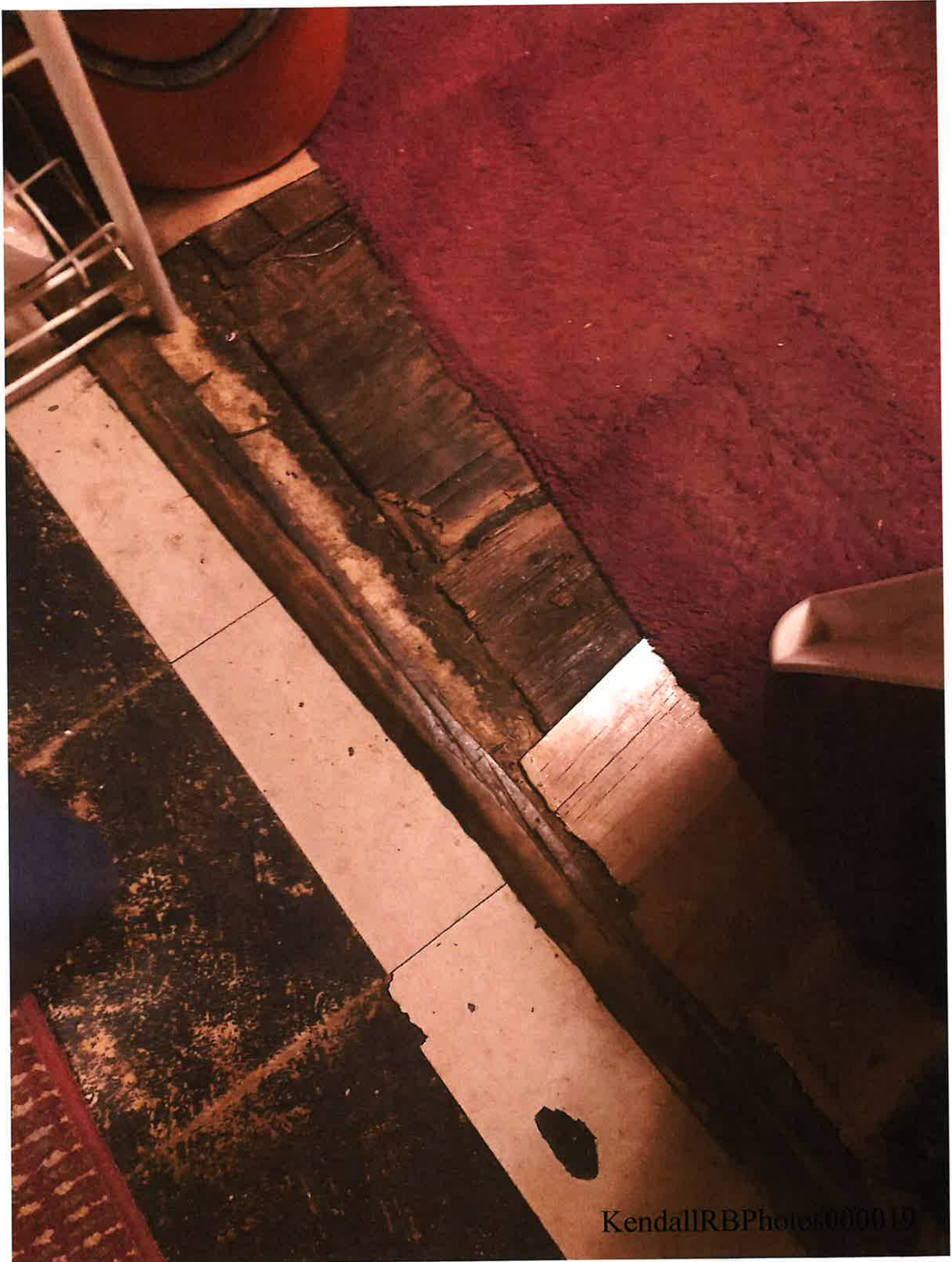






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# Renardra Brown Photographs

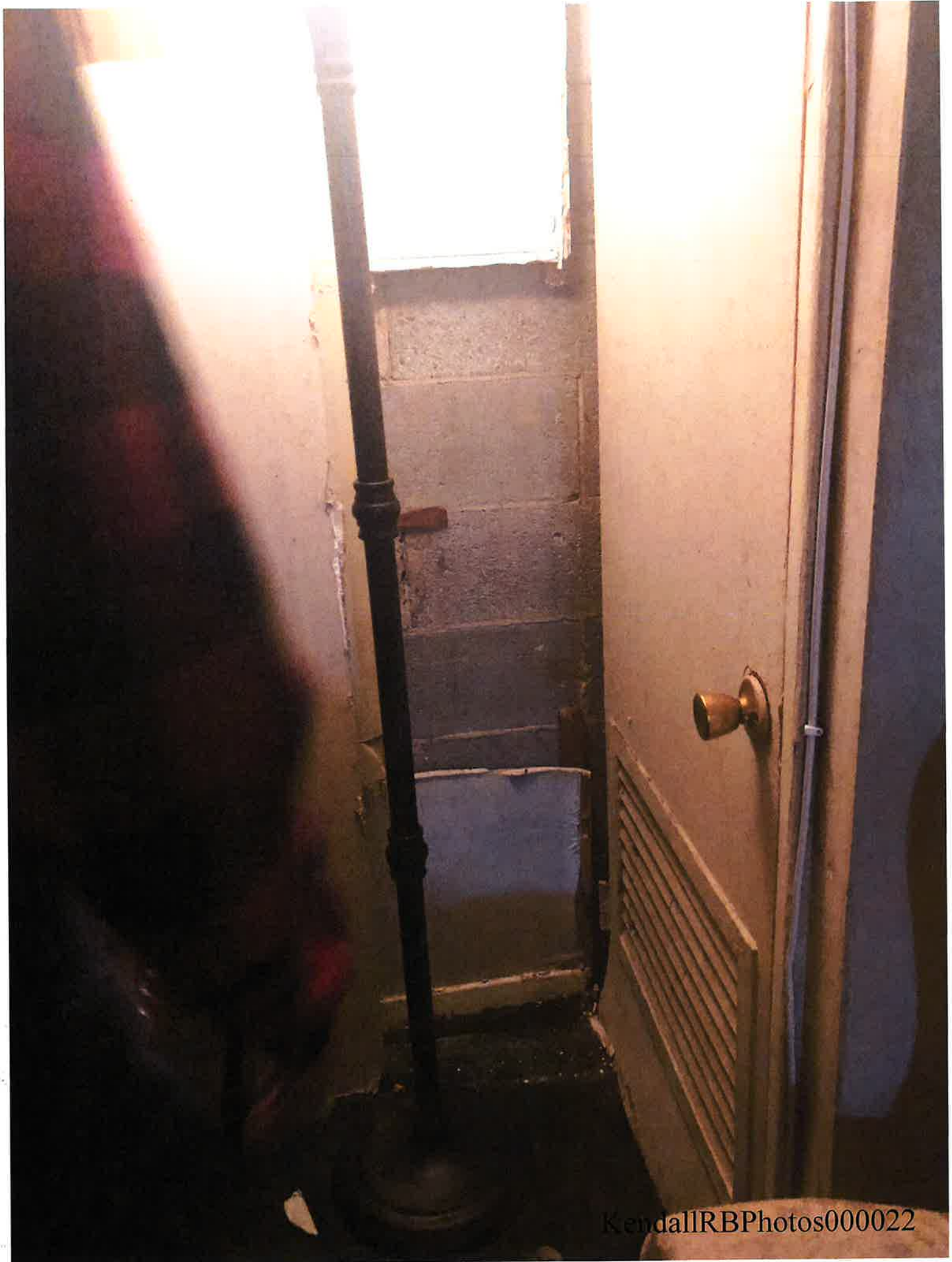
1850 Kendall Street, N.E. Unit 101

Inspection on November 13, 2018

Tenant: Charles Harley



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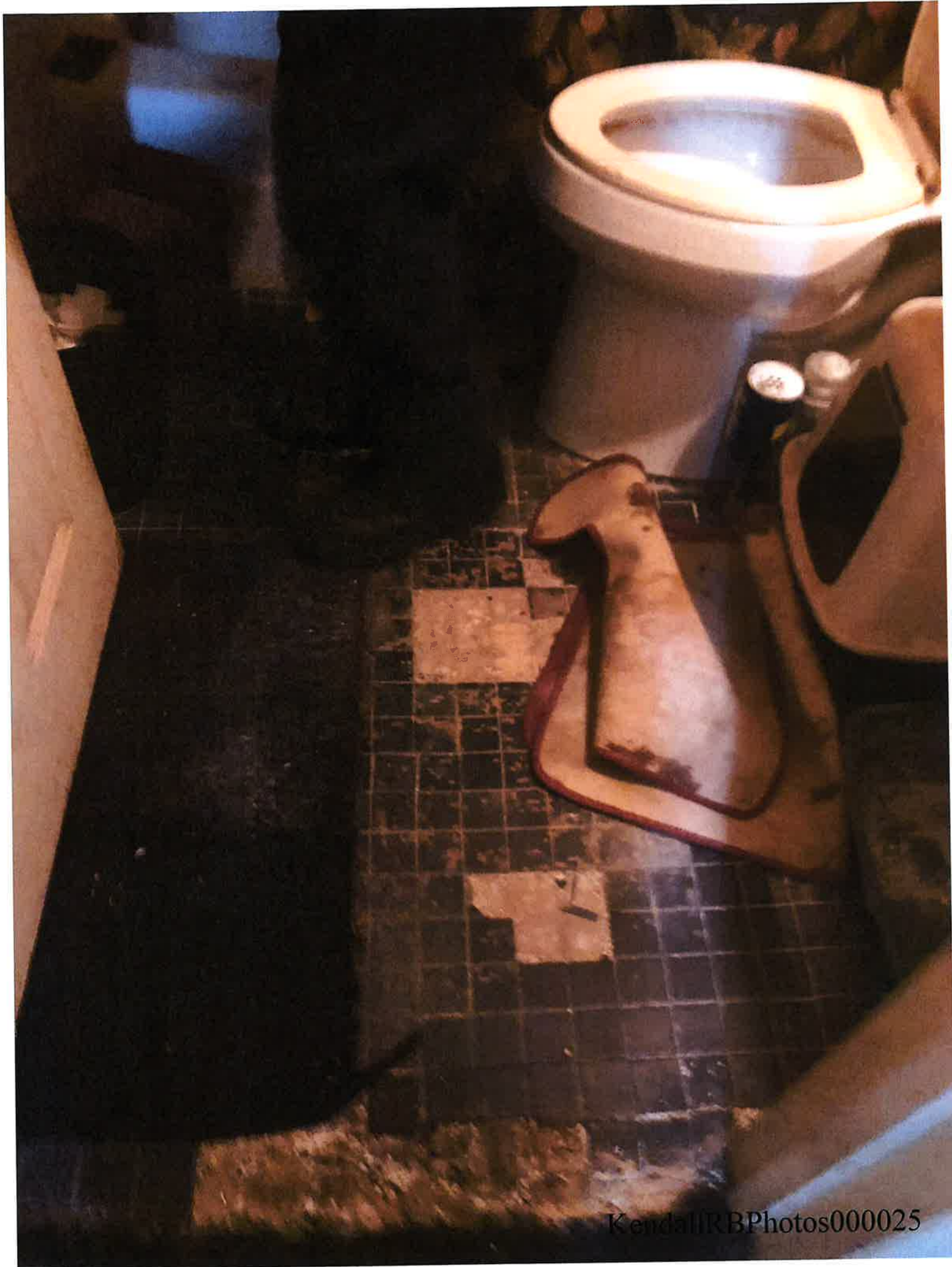


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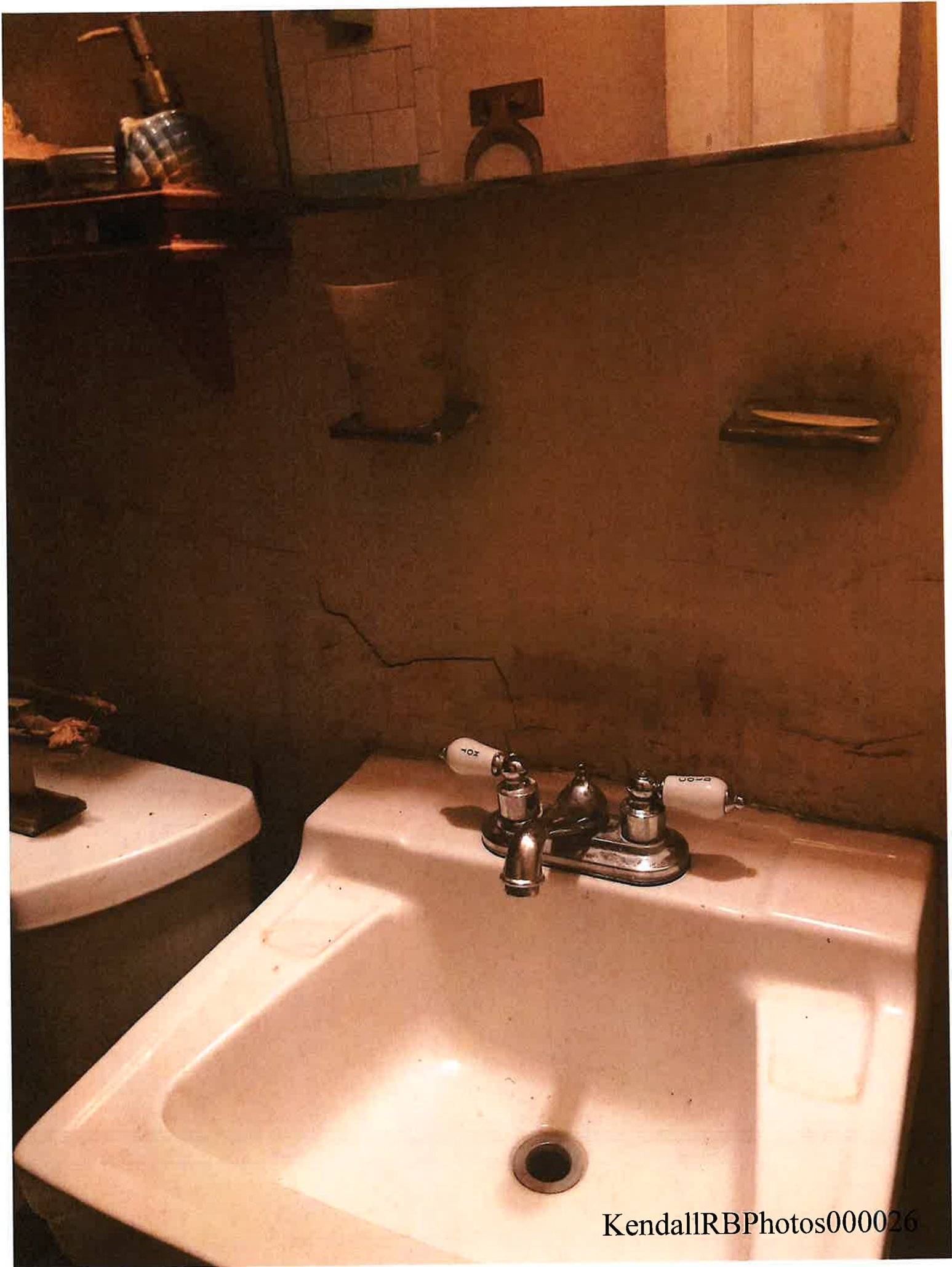




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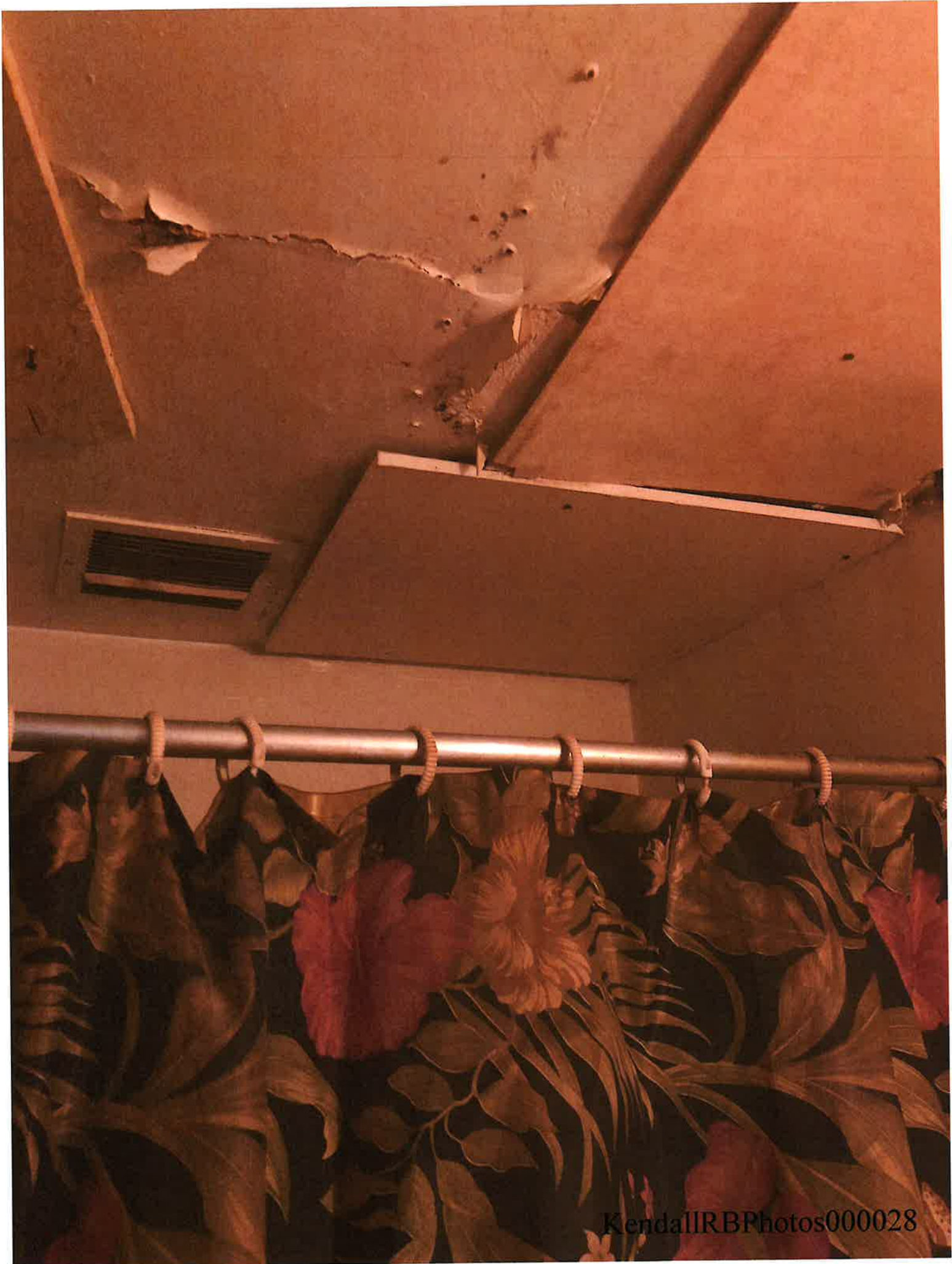
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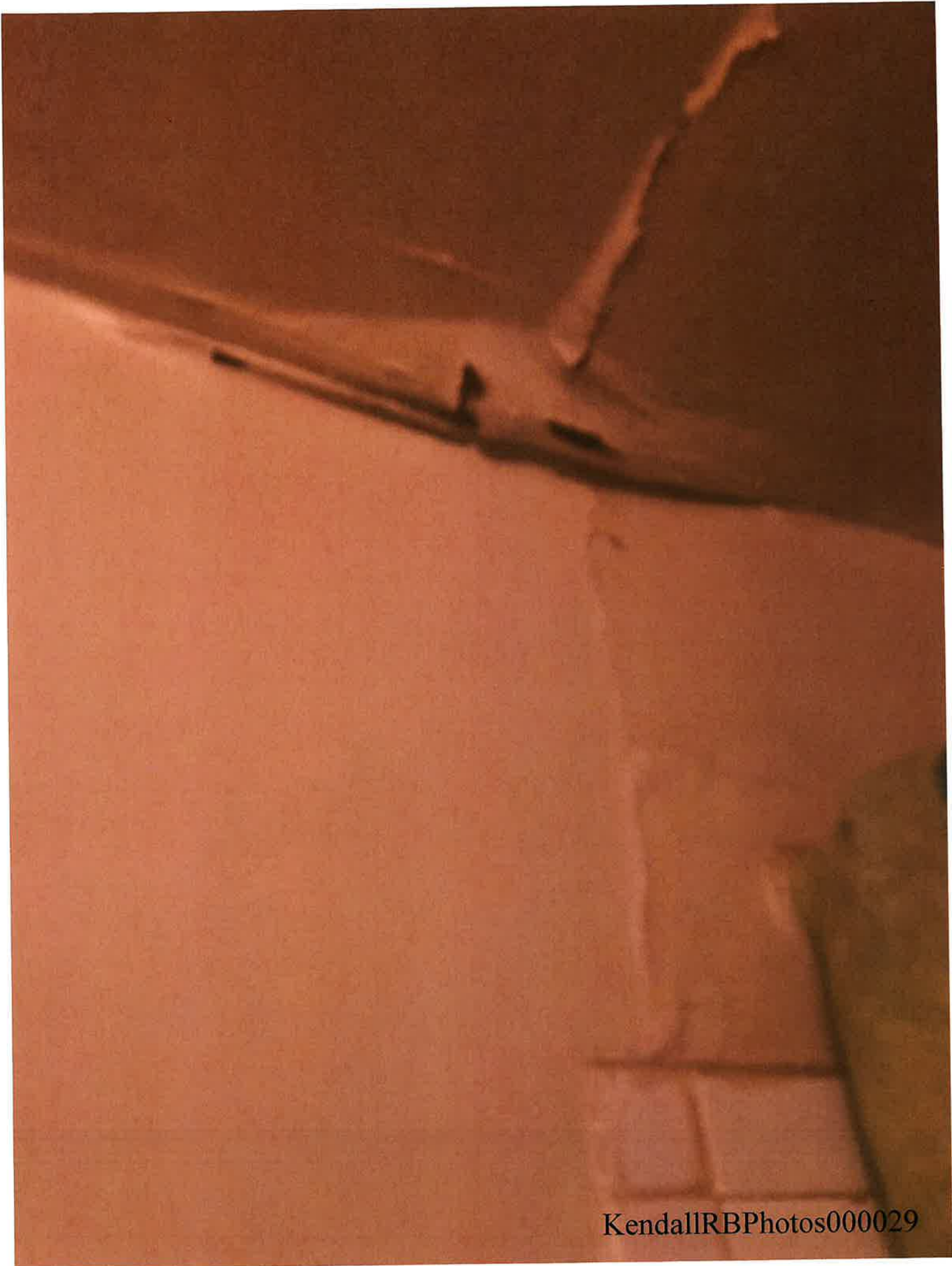
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KendallRBPhotos000027



KendallRBPhotos000028



KendallRBPhotos000029

KendallRBPhotos000030

# Renardra Brown Photographs

1850 Kendall Street, N.E. Unit 102

Inspection on November 13, 2018

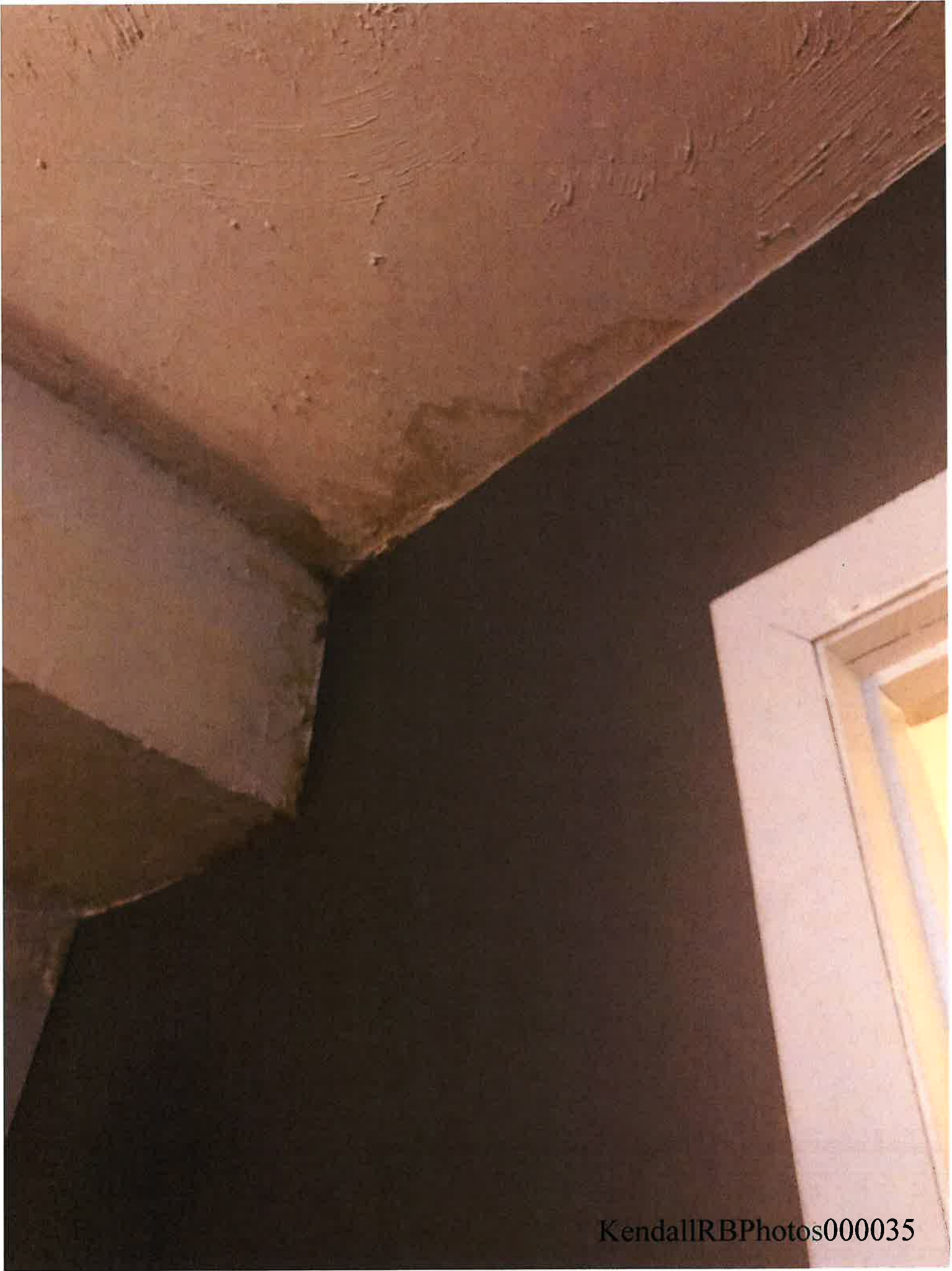
Tenant: Antonio Brown



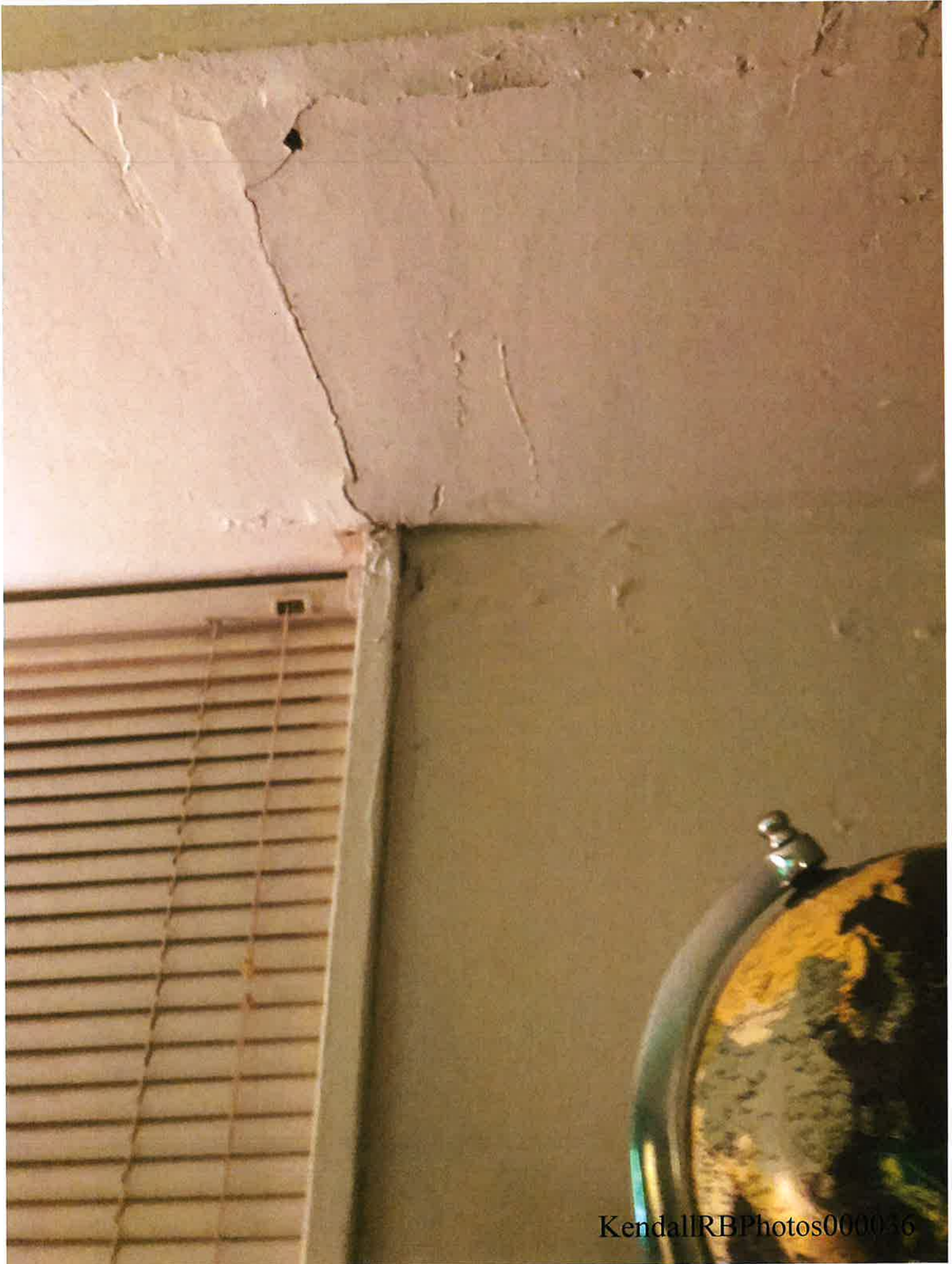








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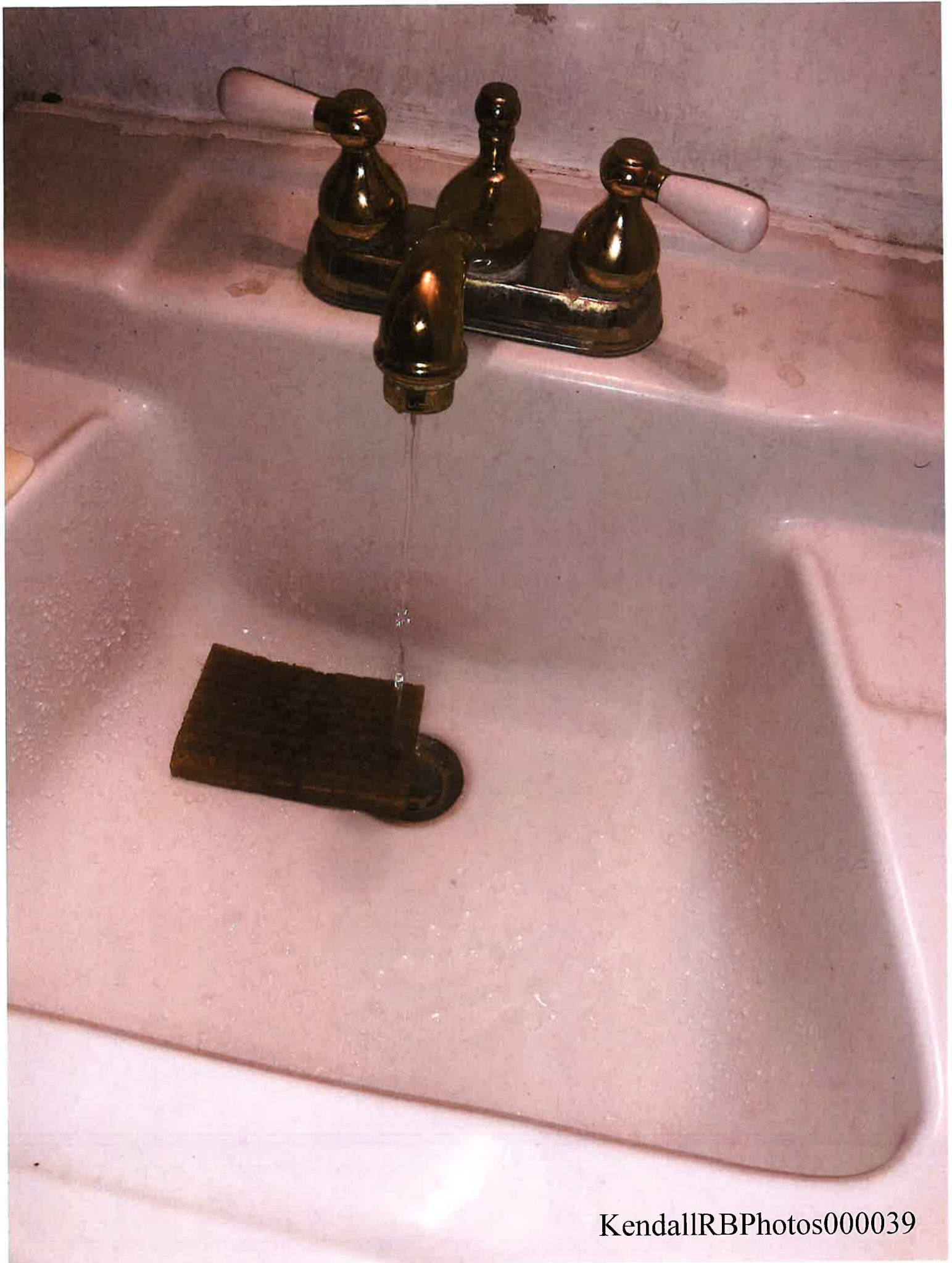
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Inspection on November 13, 2018

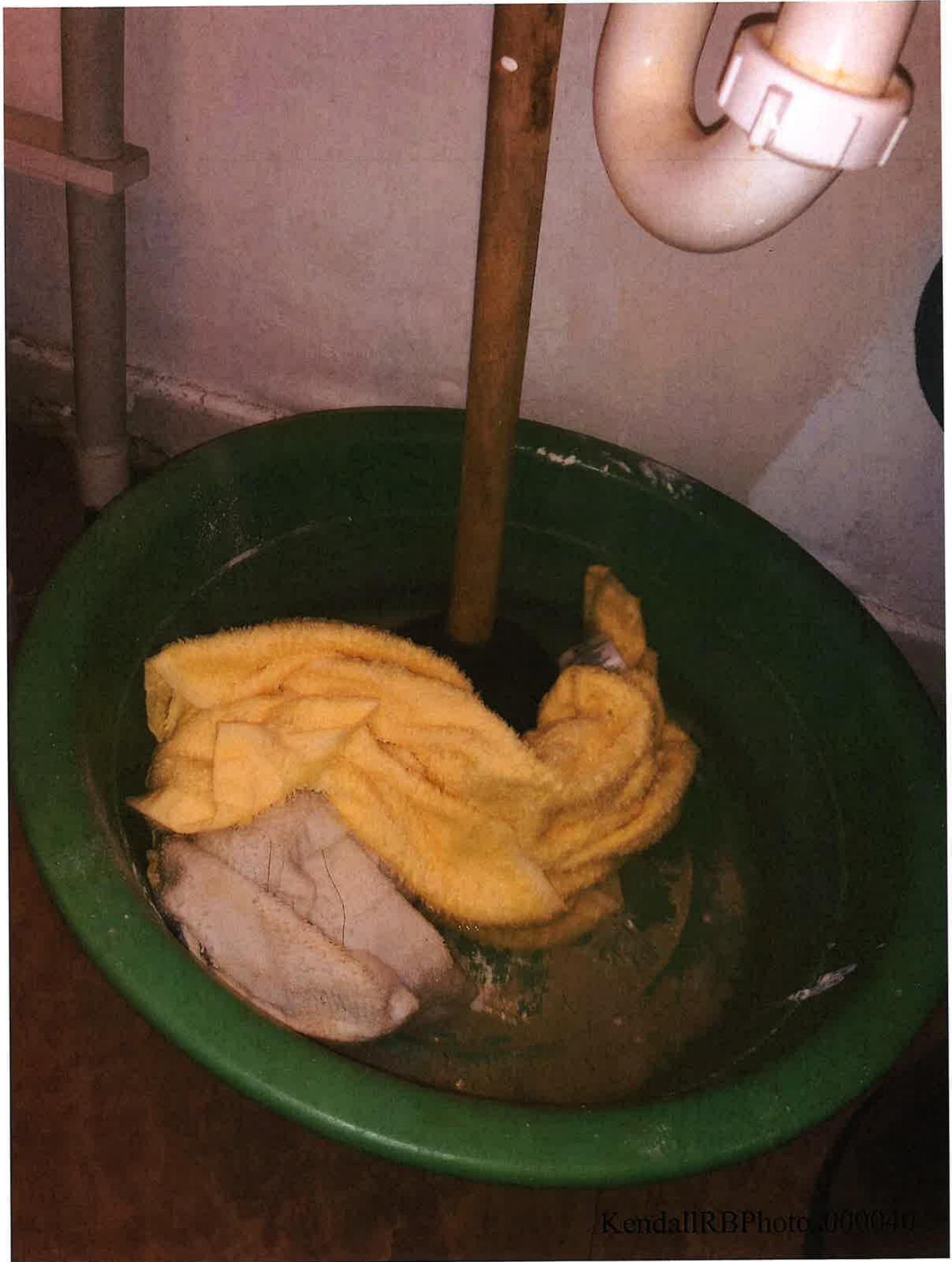
Tenant: Ricky Shumo





KendallRBPhotos000039







KendallRBPhotos000041



KendallRBPhotos000042



KendallRBPhotos000043

# Renardra Brown Photographs

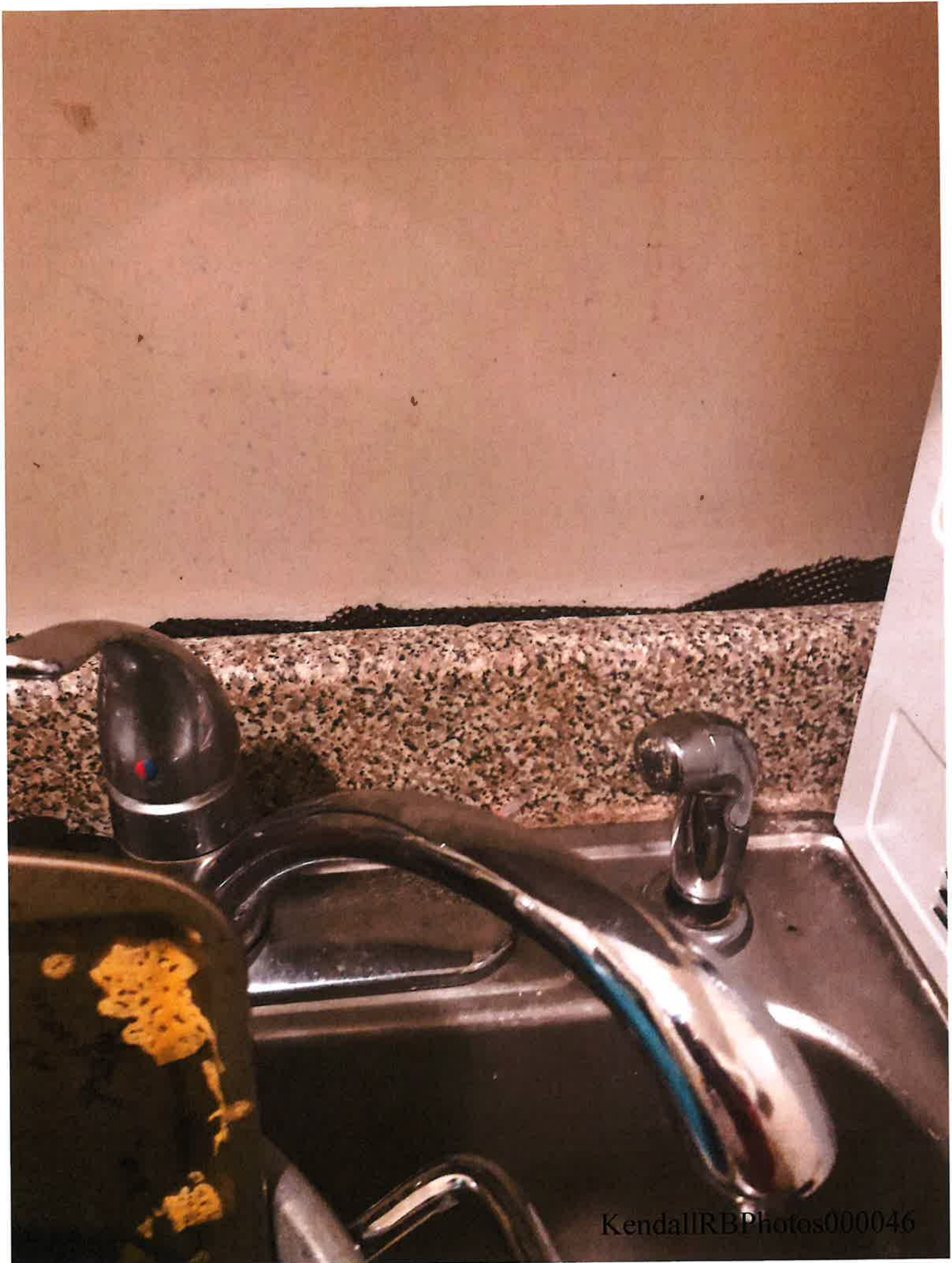
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Inspection on November 13, 2018

Tenant: Ashanti Washington



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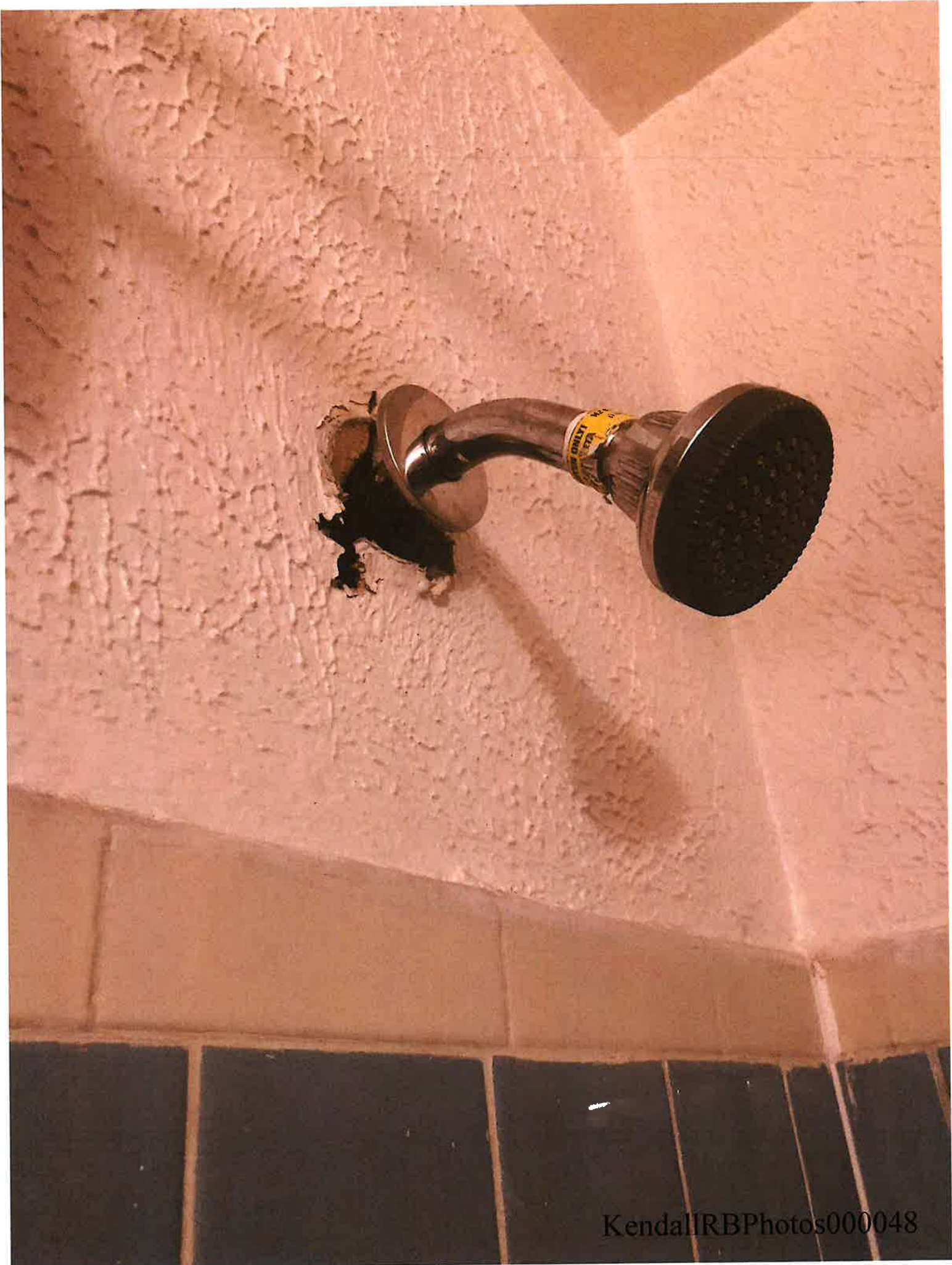


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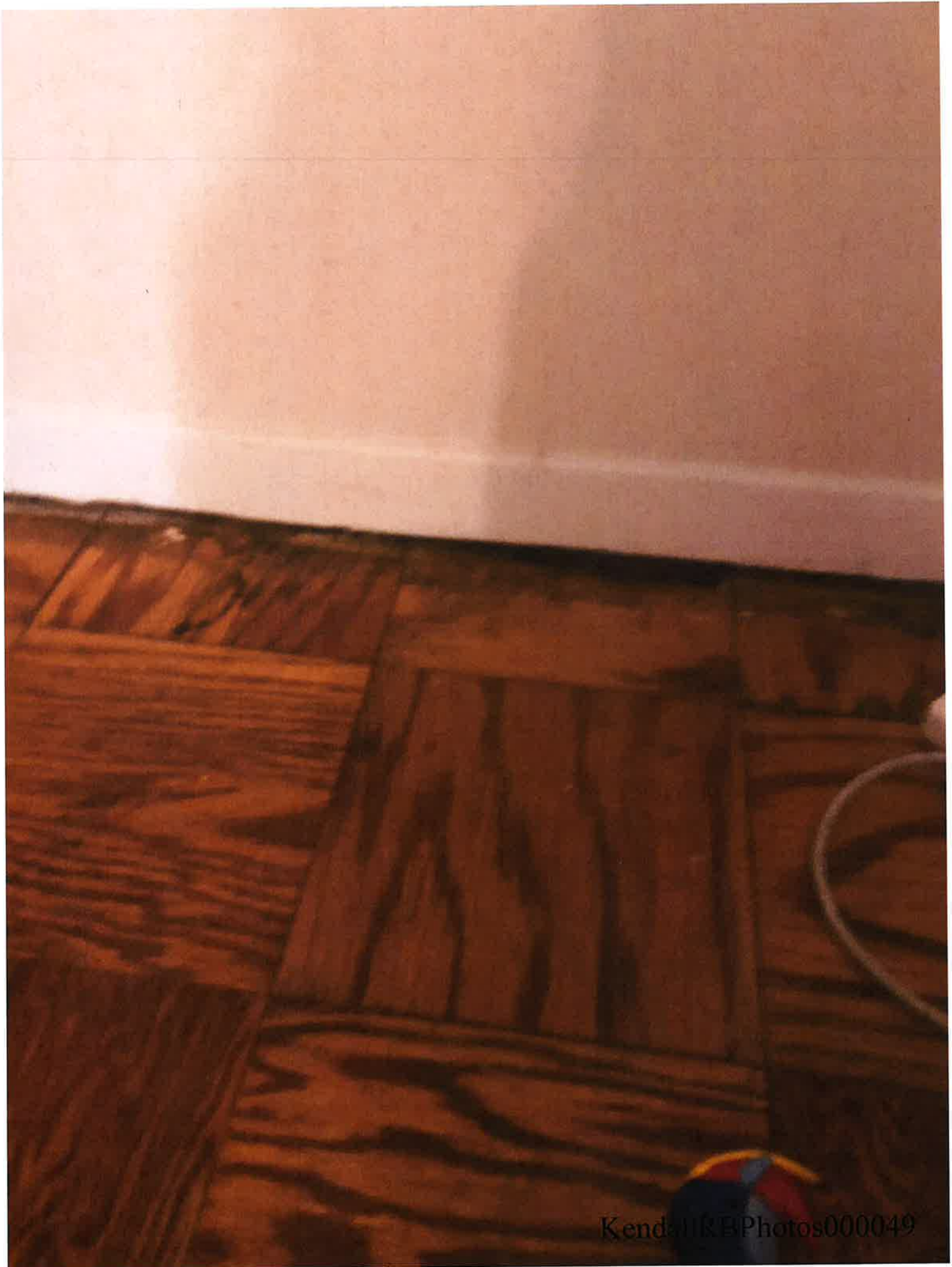


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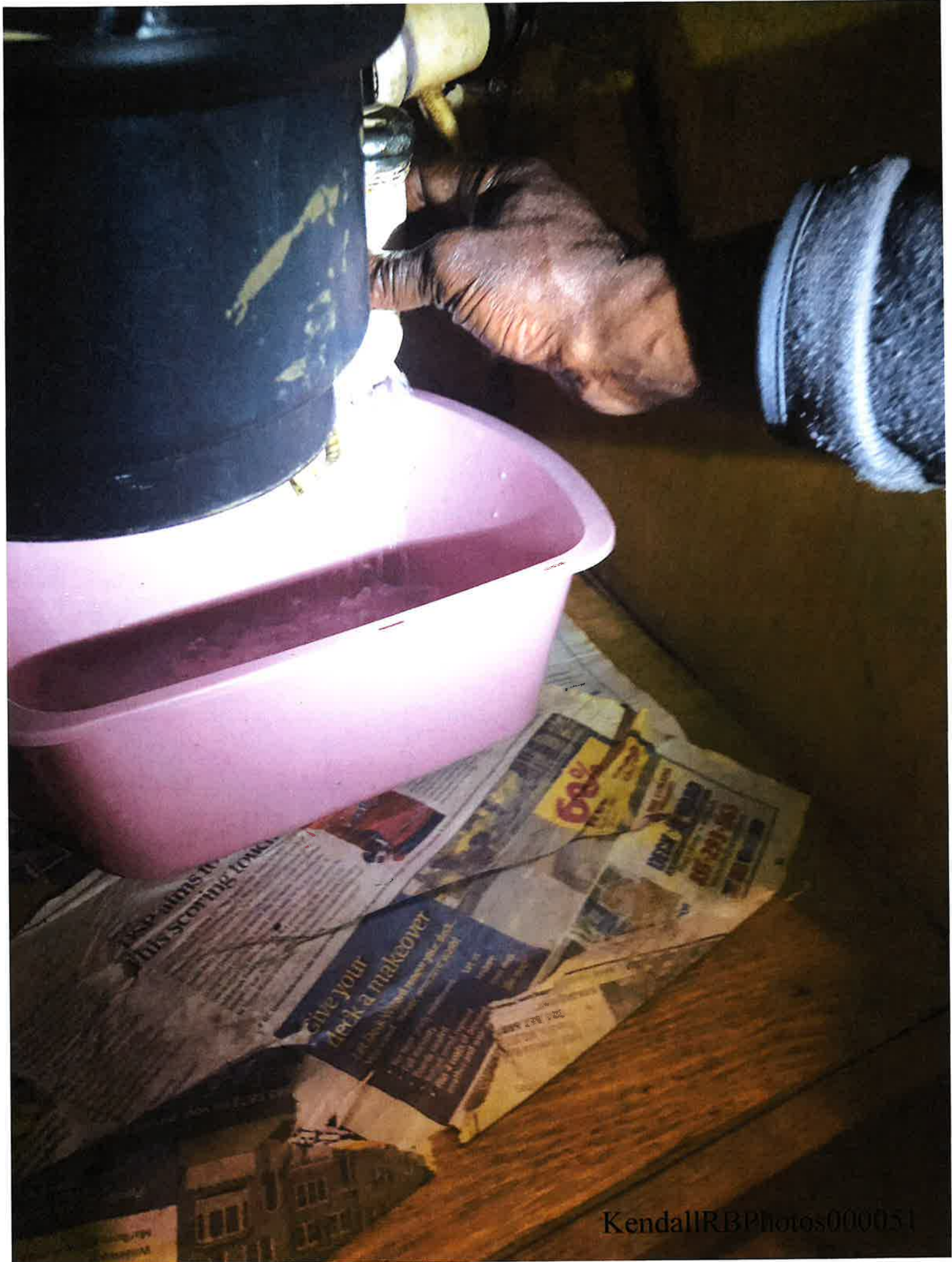
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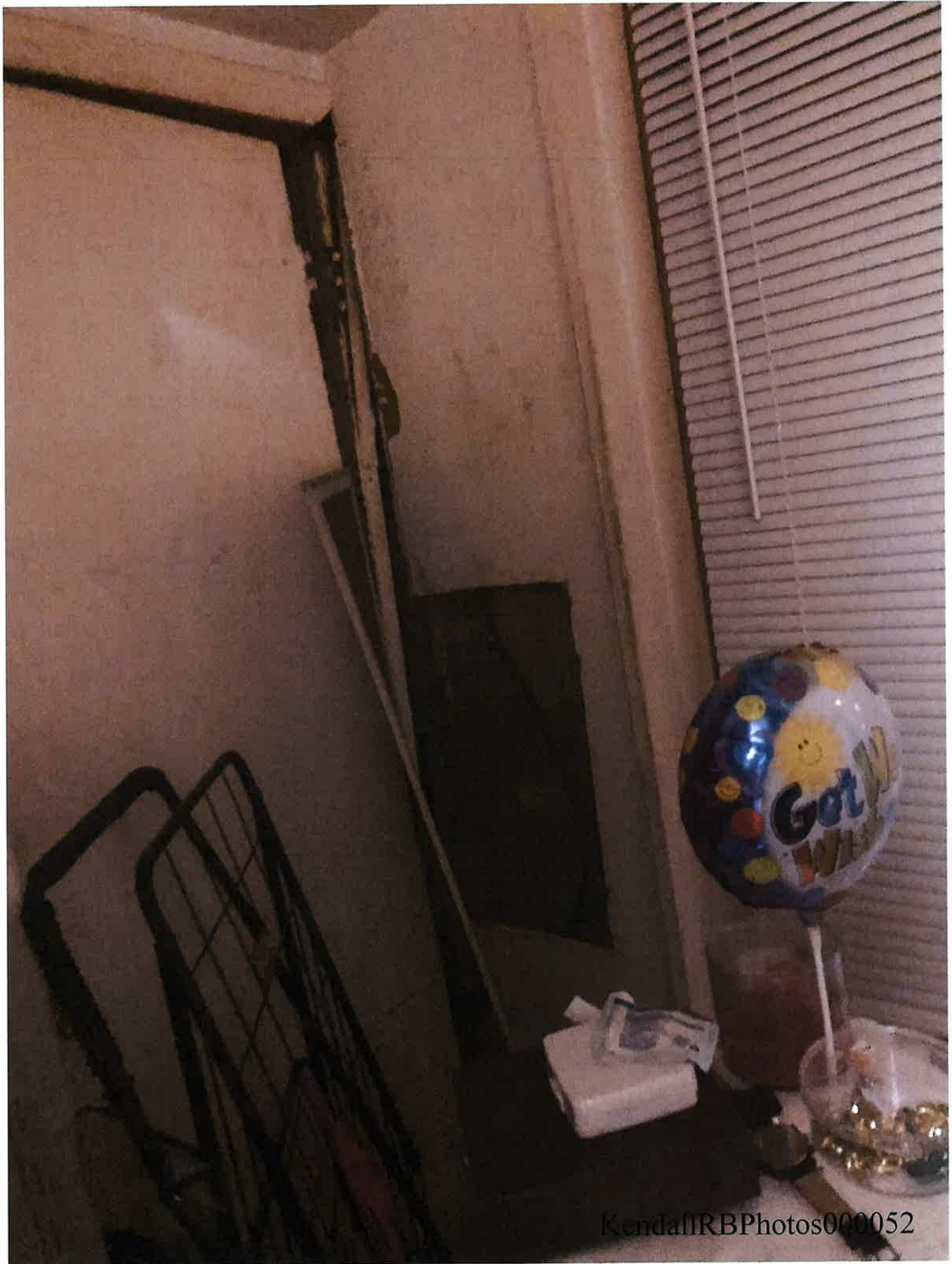
# Renardra Brown Photographs

1850 Kendall Street, N.E. Unit 204

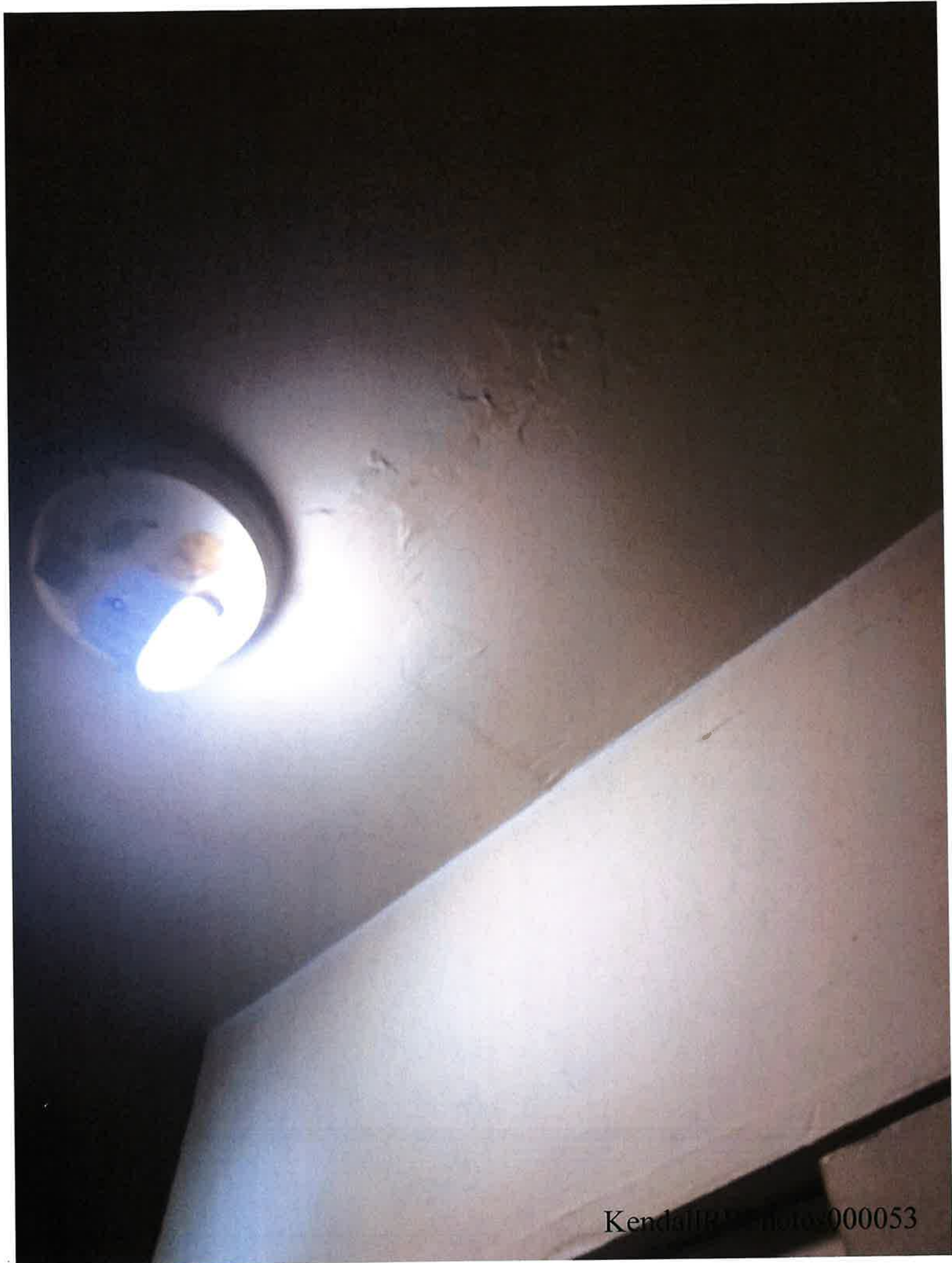
Inspection on November 13, 2018

Tenant: Eddie Dyson

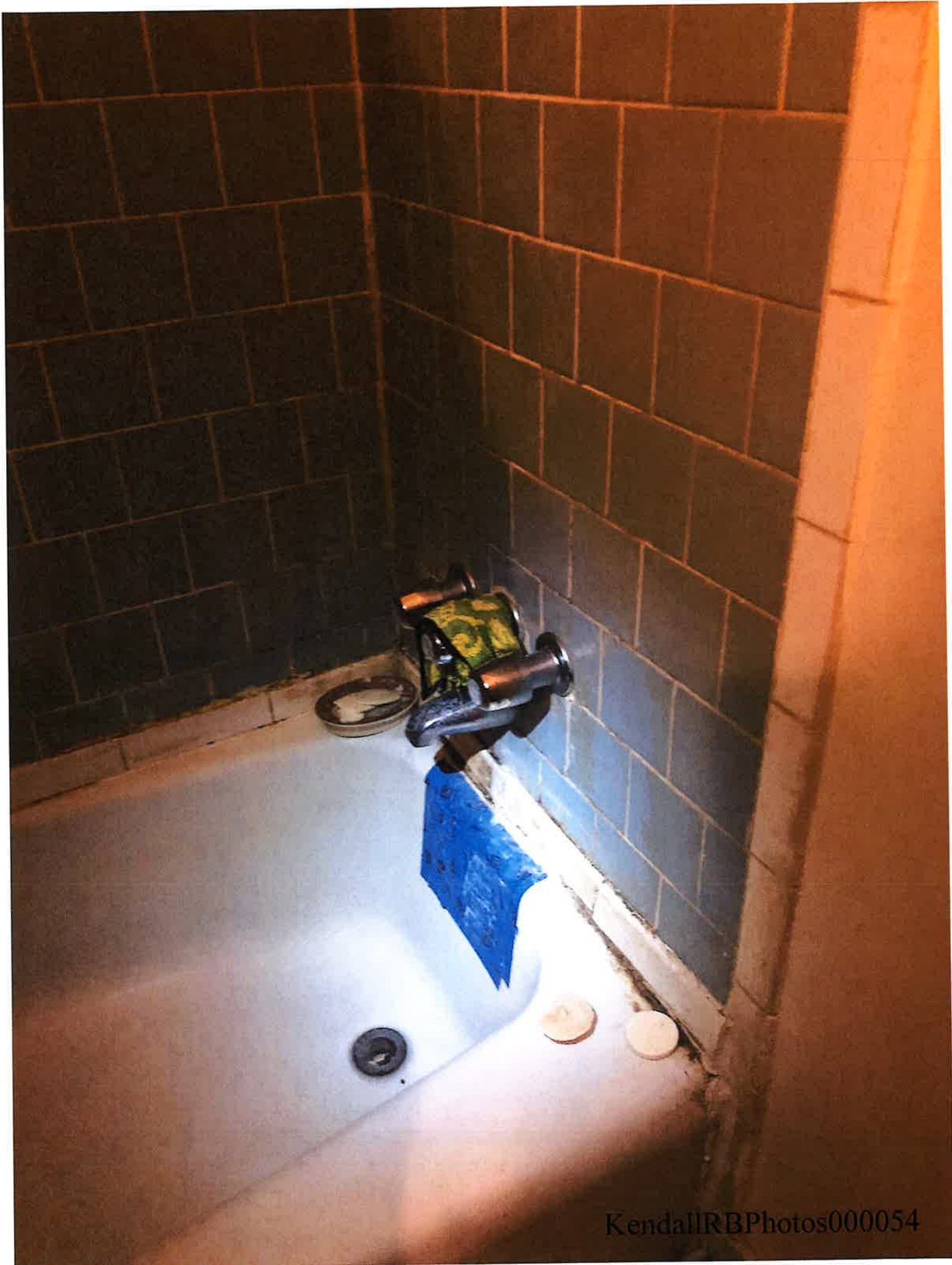




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KendallRB Photos 000053



KendallRBPhotos000054



KendallRBPhotos000055



# Renardra Brown Photographs

1854 Kendall Street, N.E. Unit 101

Inspection on November 13, 2018

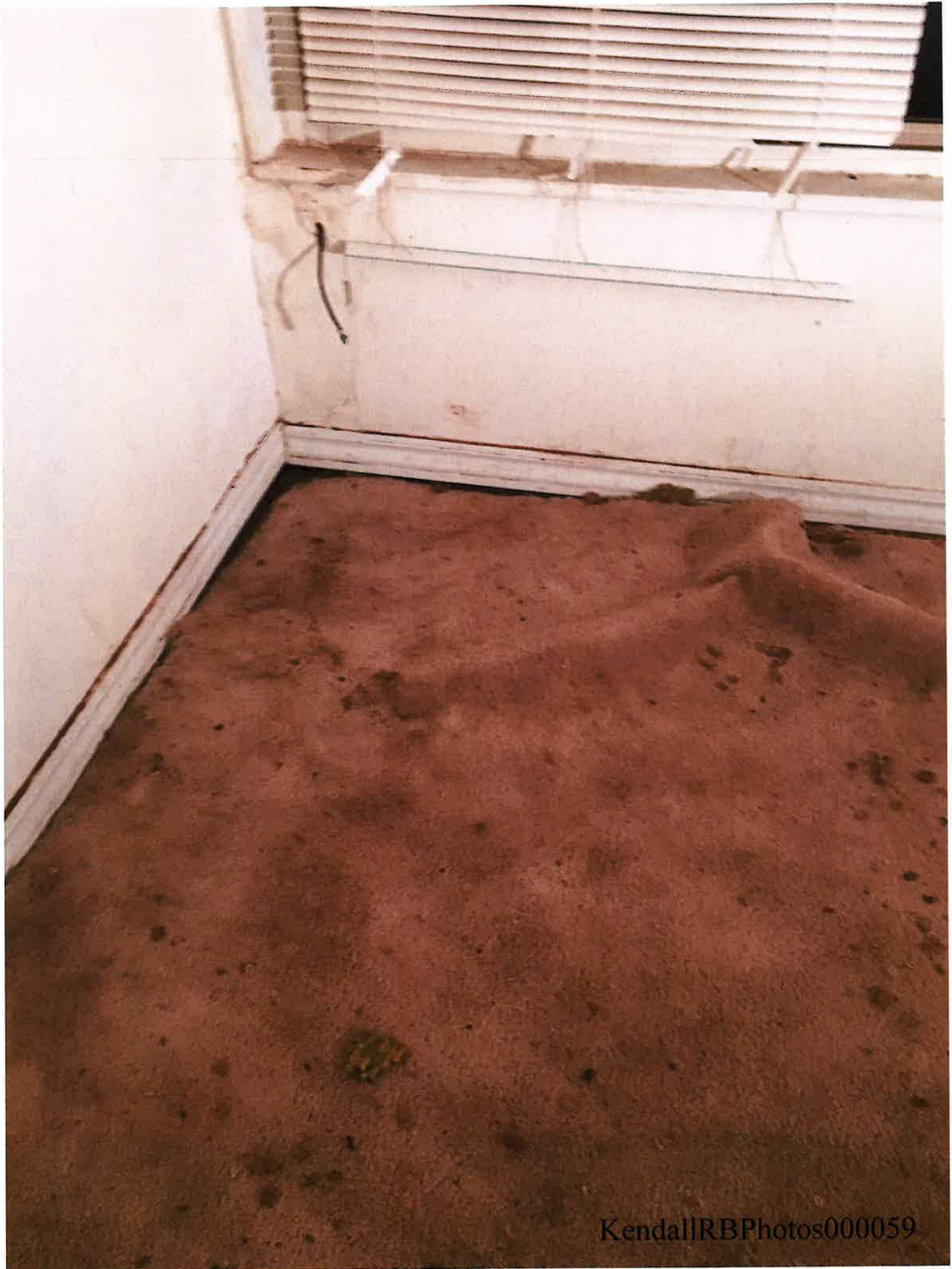
Tenant: Warren Tyson



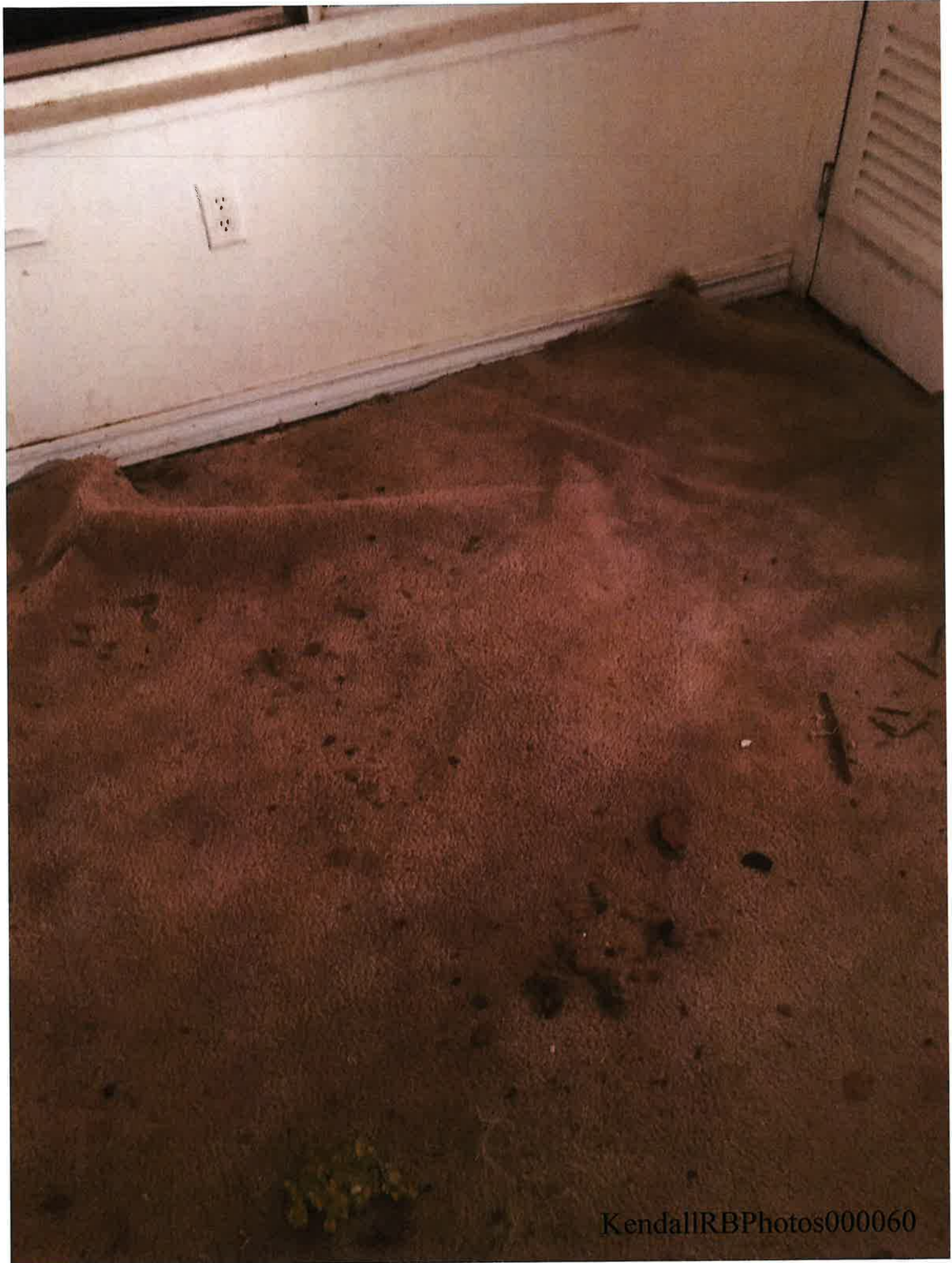
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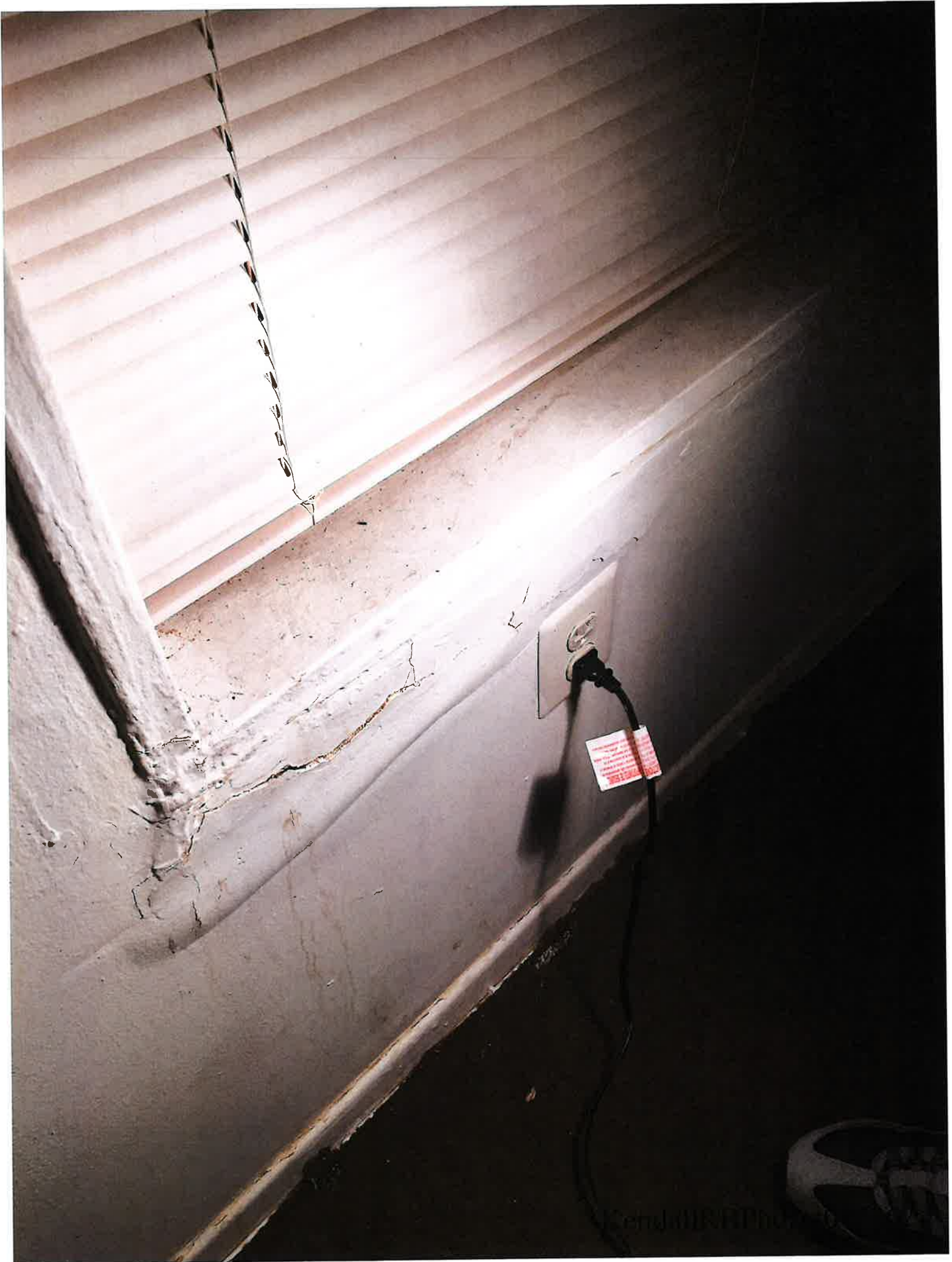
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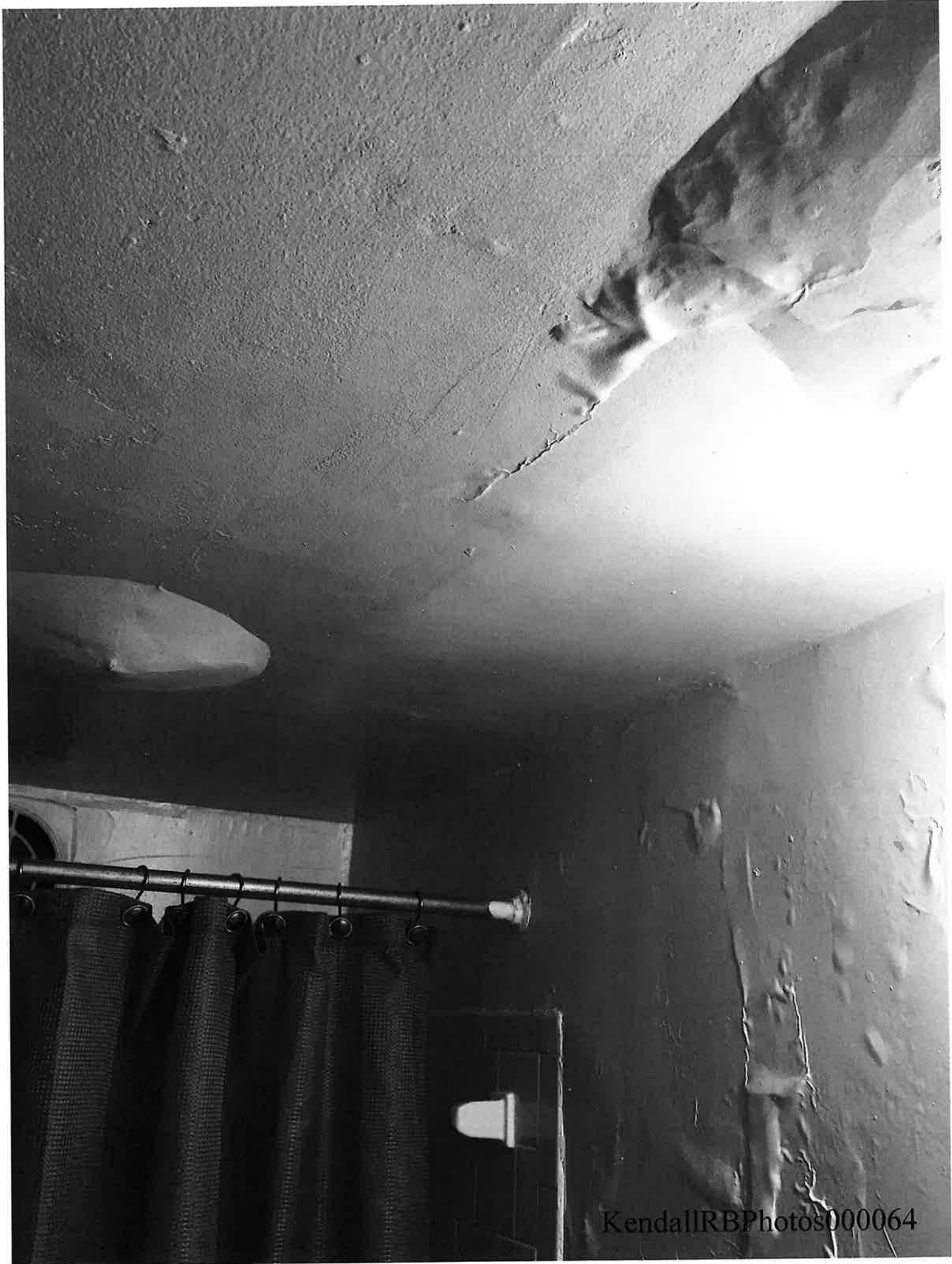


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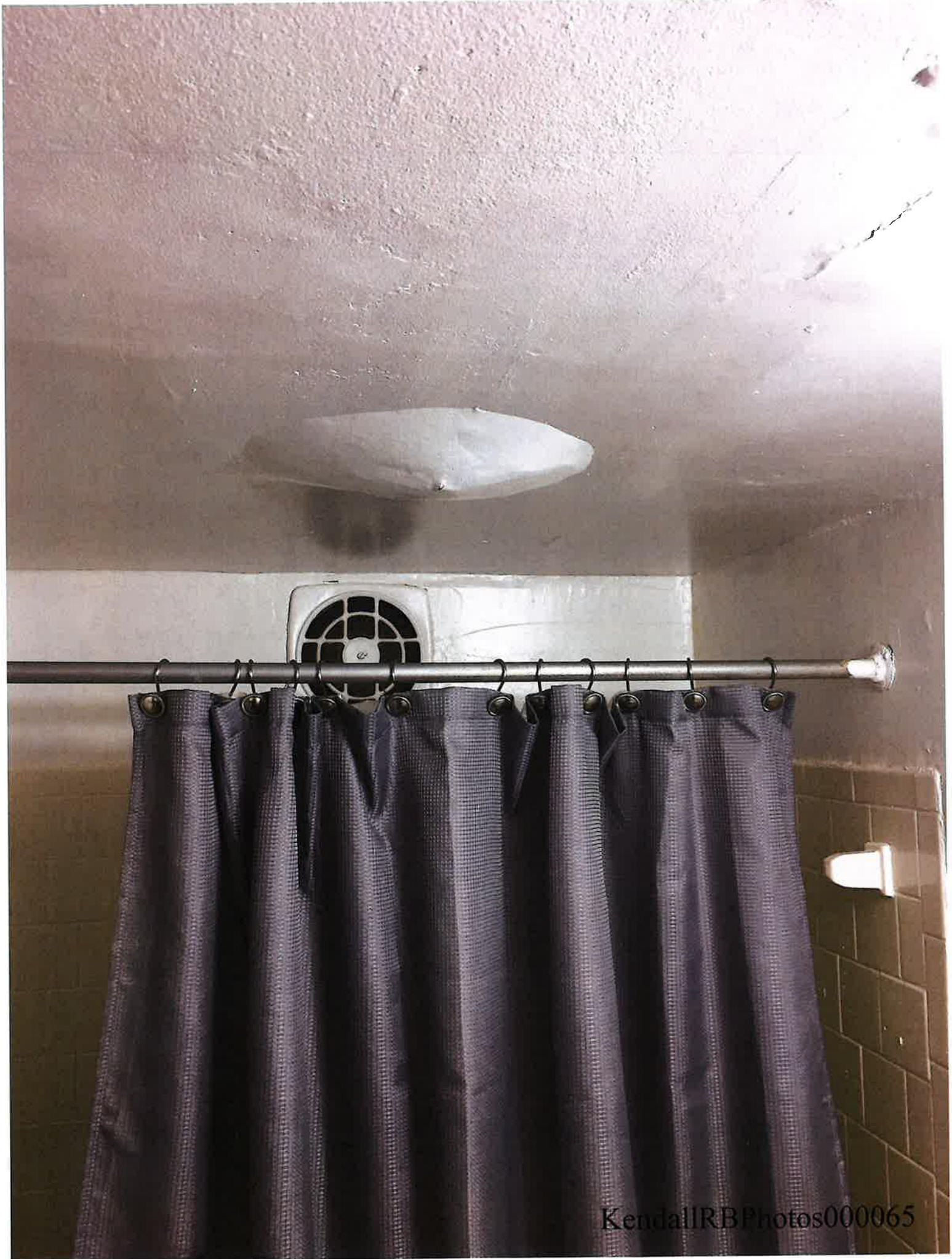




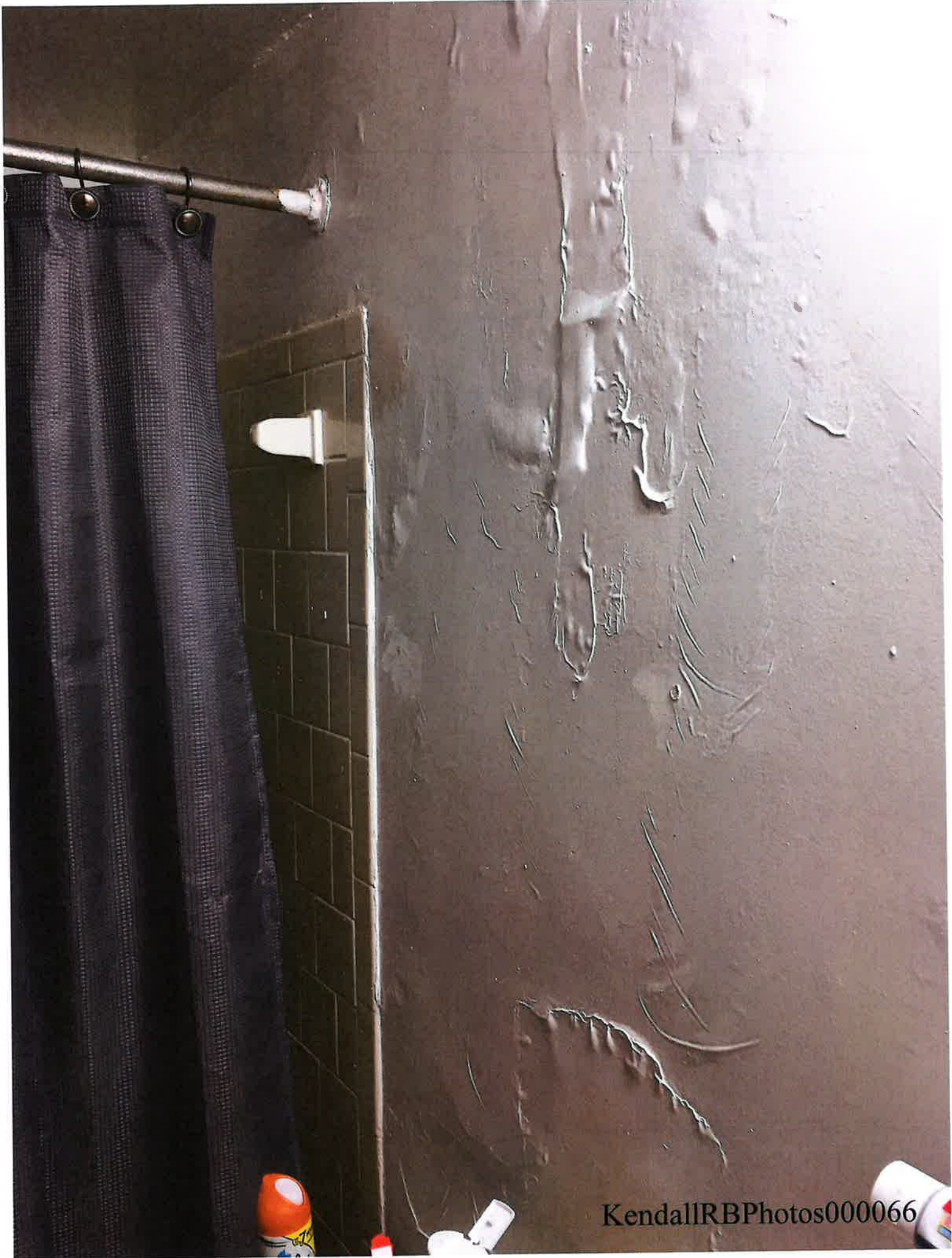




KendallRBPhotos000064



KendallRBPhotos000065



KendallRBPhotos000066



**Keep Out Of Reach Of Children:** Dispose of in a sanitary manner. In case of accidental contact with adhesive, easy to clean up with paint remover on floors. Use ice to remove mineral oils to free humans or animals.

**Keep Out Of Reach Of Children:** Descarte la trampa de modo higiénico. En caso de quedar residuo en los pisos, limpie con agua y jabón. En caso de contacto accidental con la sustancia adhesiva, puede limpiarse fácilmente con adelgazador de pintura. Para limpiar el residuo de la piel humana o animal, use hielo, aceite de vegetales, o minerales.

**Keep Out Of Reach Of Children:** A jeter de façon sûre. En cas de contact accidentel avec l'adhésif, utiliser de la lessive de l'huile végétale ou minérale pour libérer les humains et les animaux. Nettoyer avec l'eau, l'huile végétale, ou les minéraux.



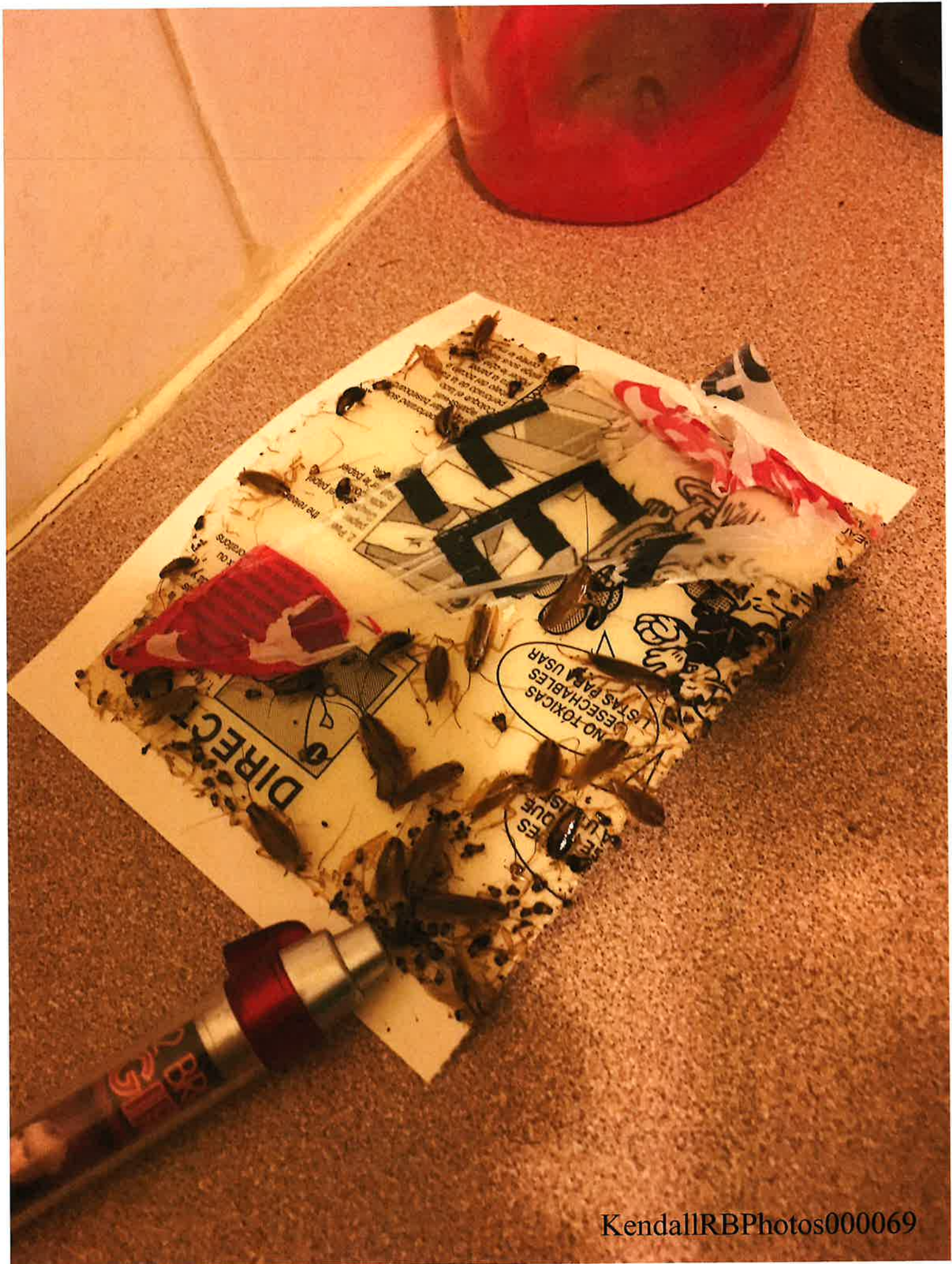
Oven Control

Bake

Temp Recall

Stop  
On

KendallRBPhotos000068



# Renardra Brown Photographs

1850 Kendall Street, N.E. Unit T4

Inspection on December 28, 2018

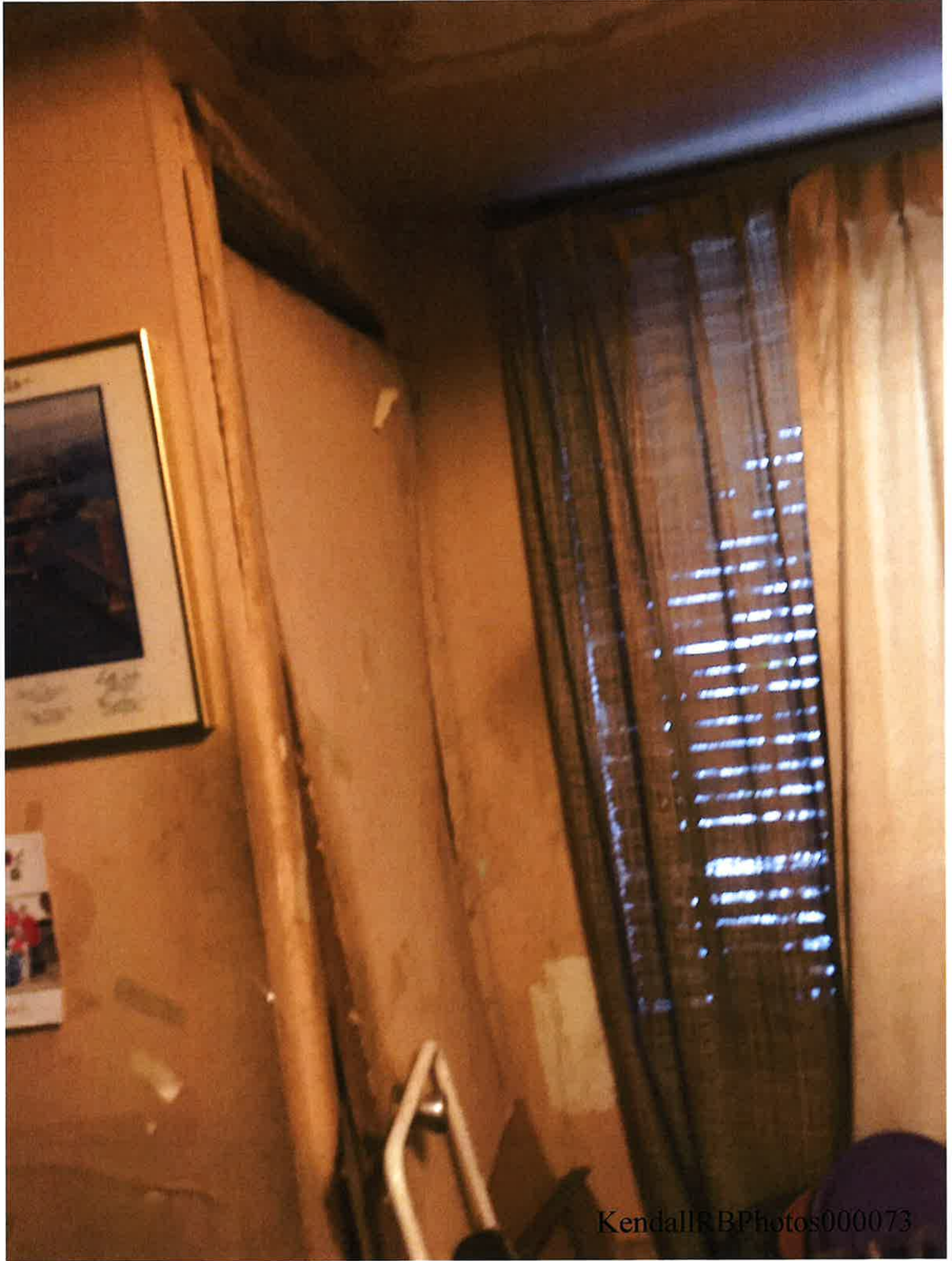
Tenant: Dorothy Wylie



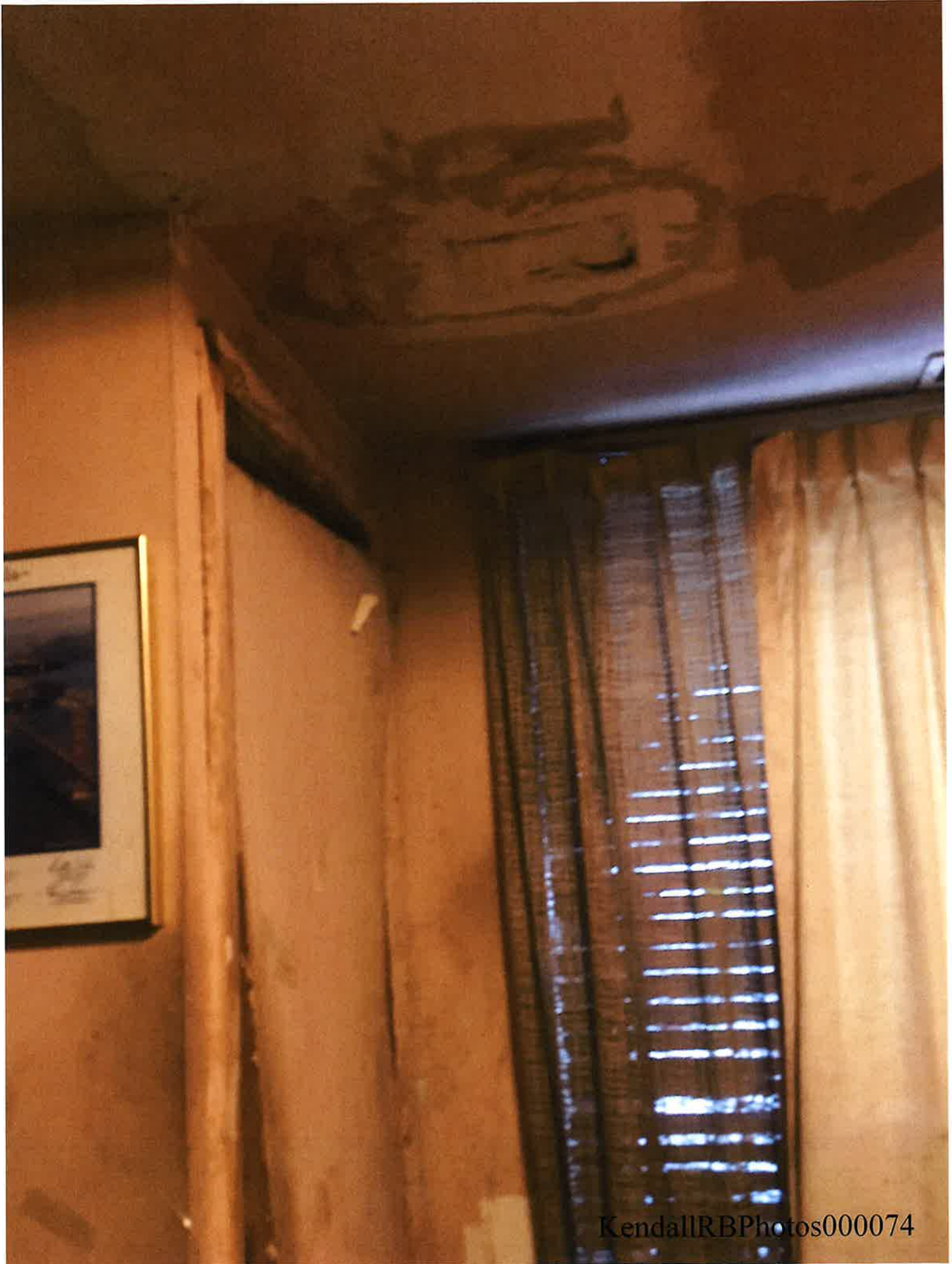
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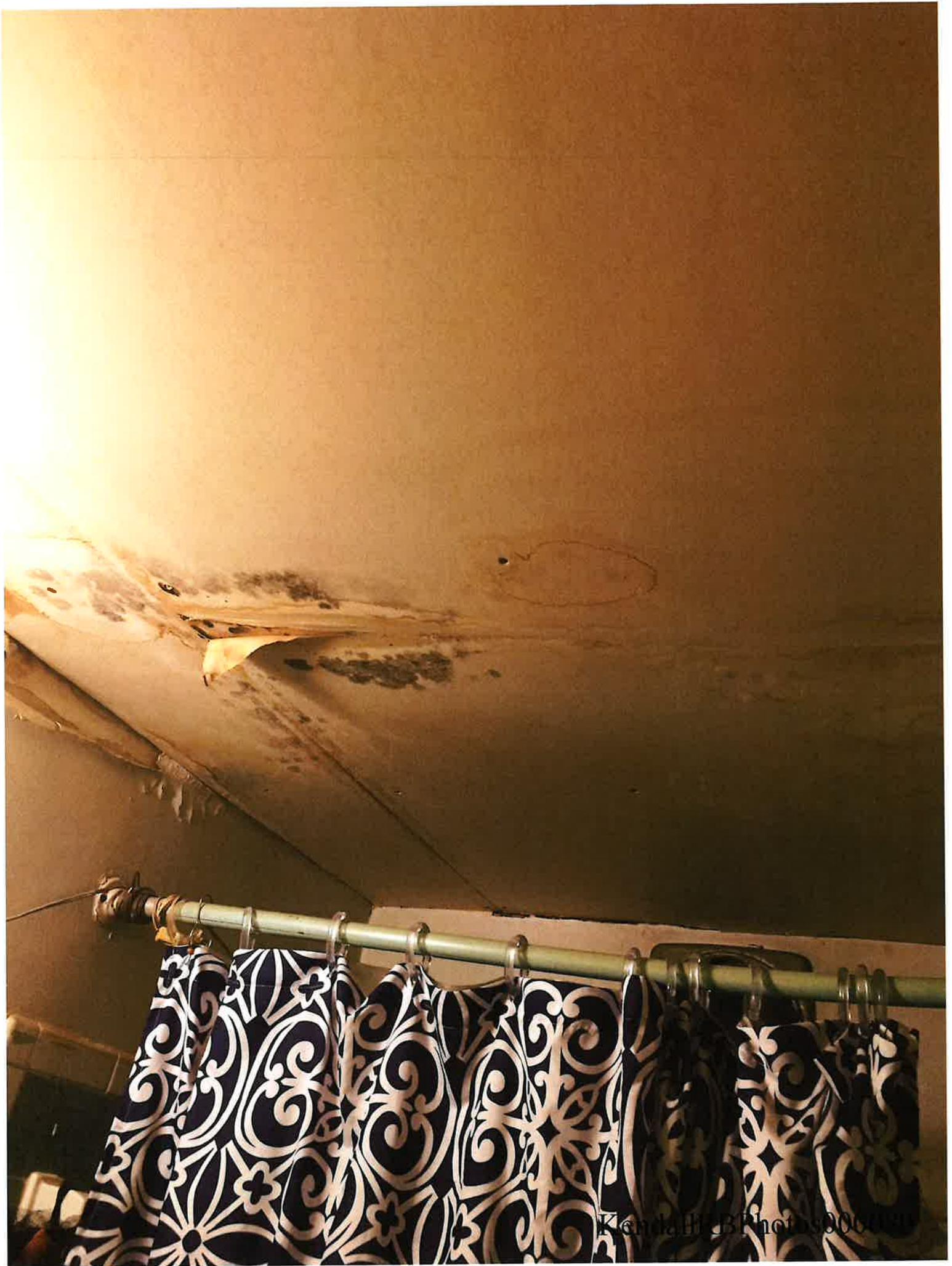
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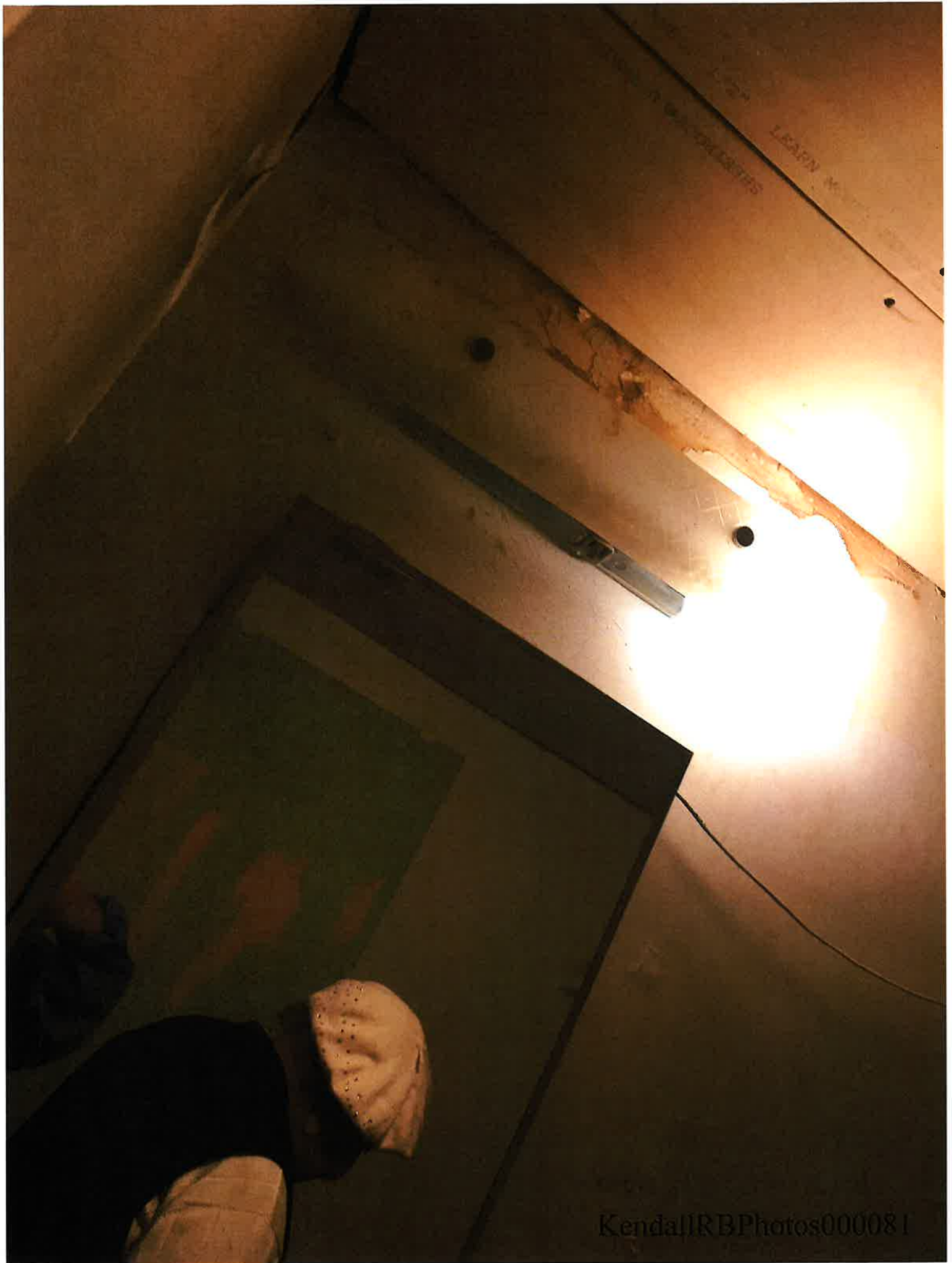








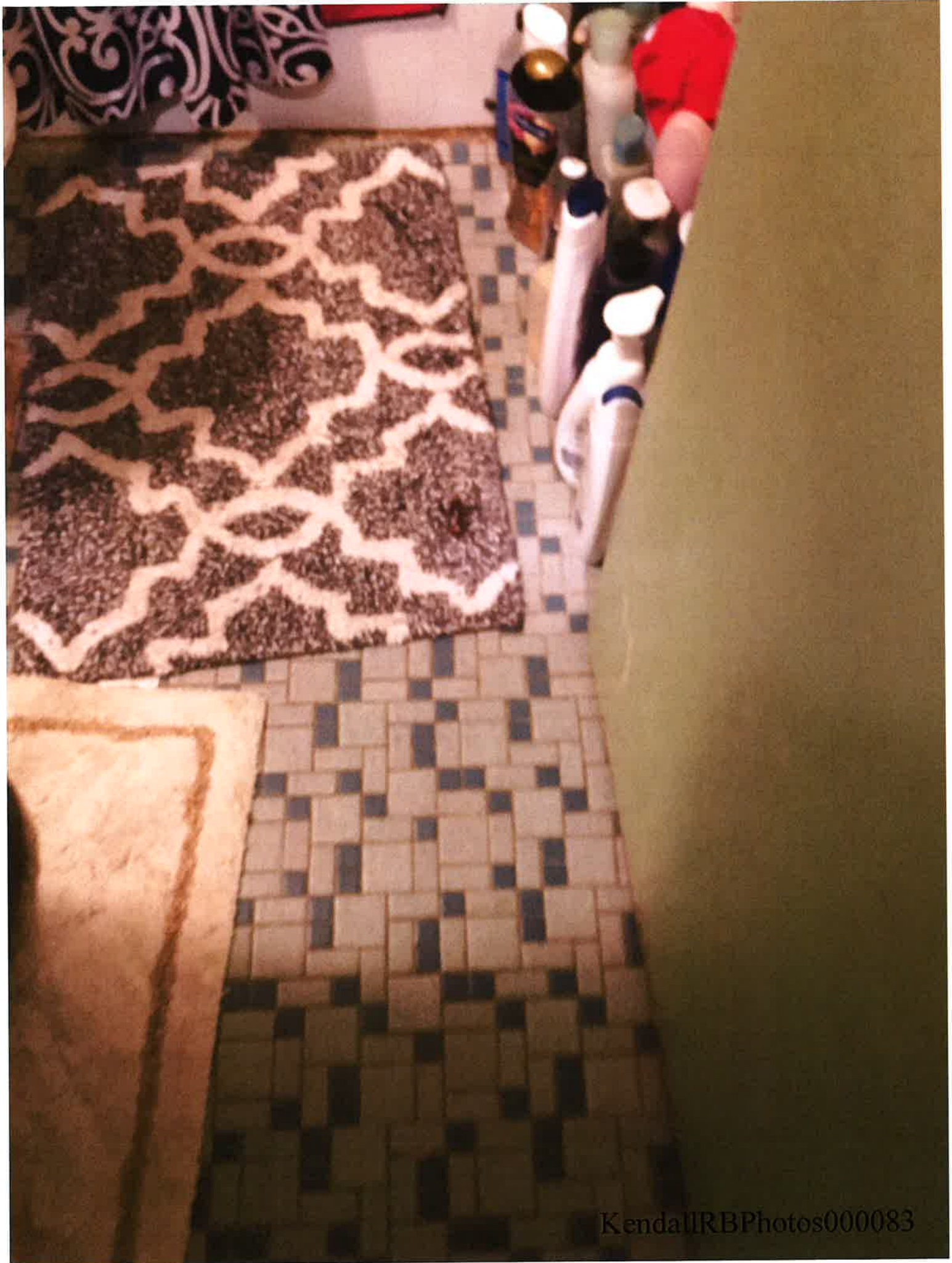




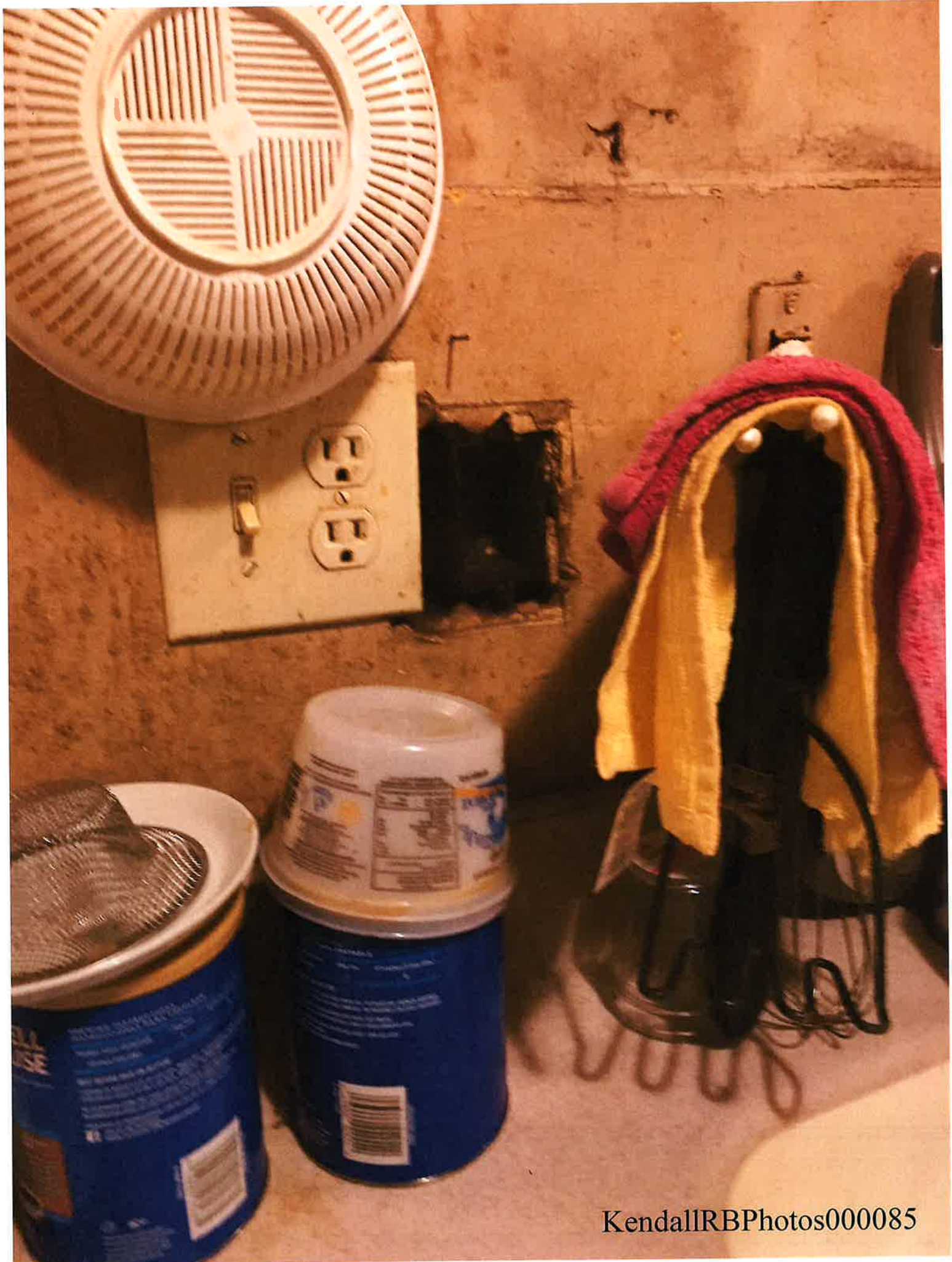
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