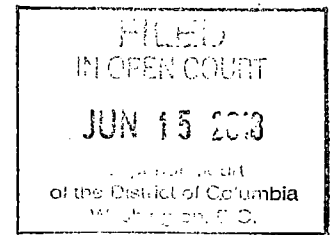


SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION
Landlord and Tenant Branch



E&G Group, LLC TA
Elsinore Apts.

Plaintiff,

v.

Debra Briscoe,

Defendant.

2018-LTB-009692

VERIFIED ANSWER AND JURY DEMAND

Defendant, by and through counsel, admits to being in possession of the subject premises, and denies that Plaintiff is entitled to possession. Defendant denies having knowledge or information sufficient to form a belief as to whether Plaintiff is the owner or properly authorized agent of the subject premises and demands strict proof of same. Defendant reserves the right to demand an evidentiary hearing, including a trial by jury, on the disbursement of any funds deposited into the Court registry pendente lite, due to violations of the D.C. housing regulations on the subject premises. Defendant asserts that anything not specifically admitted herein is denied, and states as follows:

FIRST DEFENSE

1. The complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

2. The Court lacks jurisdiction over the Defendant and over this action because service of process was not performed in accordance with D.C. Code. Ann. Sec. 16-1502 (2001). Specifically, the Defendant did not receive a mailed copy of the summons and complaint at the address named in the complaint within 3 calendar days of the date of the service of process by posting. D.C. Sup. Ct. L & T Rule 4.

THIRD DEFENSE

3. Defendant denies owing Plaintiff the amount alleged in the complaint.

FOURTH DEFENSE

4. Plaintiff cannot be granted relief because of substantial violations of the District of Columbia Housing Regulations that existed at or following the inception of the tenancy, which neither Defendant nor invitees caused and of which Plaintiff knew or should have known, because its failure to repair the aforementioned violations within a reasonable period of time constitutes a breach of the warranty of habitability implied by law into all leases in the District of Columbia by 14 D.C.M.R. Sec. 301.1. Such violations include but are not limited to:

- (a) Exterior door does not lock or close properly. 14 DCMR Sec. 705.5.
- (b) Exterior door does not have any locking mechanism or hardware. 14 DCMR Sec. 705.4.
- (c) Exit or emergency lights not maintained in an operable condition. 14 DCMR Sec. 903.1.
- (d) Parking lot and exterior areas do not have adequate lighting facilities. 14 DCMR Sec. 501.1.
- (e) Kitchen sink drain pipe has leaks. 14 DCMR Sec. 600.2.
- (f) Bathroom sink drain pipe has leaks. 14 DCMR Sec. 600.2.

(g) Operator has not kept the Defendant's unit free from rodents. 14 DCMR Sec. 804.

(h) Operator does not maintain public corridors that are free of obstructions to egress. 14 DCMR Sec. 902.4.

(i) Operator does not take action against drinking, drug use, gambling, and loitering in common areas. 14 DCMR Sec. 800.6.

(j) Operator does not maintain common areas that are clean and free from free of dirt, dust, filth, garbage, human or animal wastes, litter, refuse, or any other insanitary matter. 14 DCMR Sec. 800.2.

(k) Smoke detectors not installed and maintained in an operable condition. 14 DCMR Sec. 904.4.

FIFTH DEFENSE

5. Defendant incorporates by reference the allegations in Paragraph 4 and states further that Plaintiff's claim for rent is barred because it is based on a lease that is void due to the aforementioned violations of the District of Columbia Housing Regulations that caused the premises to be unsafe or unsanitary within the meaning of 14 D.C.M.R. Sec. 302.1 and 302.2.

RECOUPMENT

6. Defendant incorporates the allegations contained in the foregoing paragraphs by reference and asserts that Plaintiff's violations of the Housing Regulations since the inception of tenancy has caused Defendant damages in that:

(a) Plaintiff has collected rent in excess of the true value of the premises due to the Plaintiff's breach of the implied warranty of habitability; and

(b) Plaintiff has collected rent under a void lease.

Defendant by way of recoupment, asserts any such damages as a defense to Plaintiff's claims in the present case.

FIRST COUNTERCLAIM

7. Defendant incorporates the allegations contained in the foregoing paragraphs by reference and asserts that Plaintiff's violations of the Housing Regulations since the inception of defendant's tenancy and counterclaims for a money judgment:

- (a) for rent paid to Plaintiff from July 21, 2016 to present because of Plaintiff's breach of the warranty of habitability as set forth in Paragraph 3 above, which is incorporated herein by reference; and
- (b) for rent paid to Plaintiff from July 21, 2016 to present because the lease was void at or following its inception as set forth in Paragraph 3 above, which is incorporated herein by reference.

SECOND COUNTERCLAIM

8. Defendant incorporates by reference the allegations of the foregoing Paragraphs and asserts that the deficiencies set out above constitute violations of the Housing Regulations of the District of Columbia, and such violations constitute a danger to the health, welfare and safety of the Defendant, and Defendant's family, invitees, and guests. Defendant counterclaims for injunctive relief compelling Plaintiff to maintain the premises in compliance with the laws of the District of Columbia.

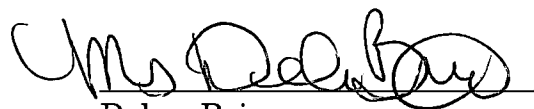
WHEREFORE, Defendant requests that the Court:

1. dismiss the complaint with prejudice and enter judgment for Defendant, all costs to be paid by Plaintiff;
2. grant Defendant's claim for a recoupment;
3. grant Defendant's counterclaim (a) or in the alternative grant Defendant's counterclaim (b);
4. compel Plaintiff to maintain the premises in compliance with the laws of the District of Columbia; and
5. grant such other and further relief as it may deem proper.

JURY DEMAND

Defendant demands a trial by a jury of six on all issues, including the disbursement of any funds from the court registry due to violations of the District of Columbia Housing Regulations on the subject premises.


I declare under penalty of perjury that the foregoing is true and correct.


Debra Briscoe

Executed this 15th day of June 2018

Respectfully submitted,

June 15, 2018


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