

IN THE SUPERIOR COURT
FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

TIANA MARTIN, *on behalf of herself and
all others similarly situated*,
c/o Handley Farah & Anderson
666 7th Street NW, Eleventh Floor
Washington DC 20001,

Plaintiff,

v.

**APARMENT INVESTMENT AND
MANAGEMENT COMPANY**
4582 S. Ulster Street, Suite 1700
Denver, CO 80237

Service at:
Corporation Service Company
1900 W. Littleton Boulevard
Littleton, CO 80120

and

**RHODE ISLAND 15, LP, d/b/a LATROBE
APARTMENT HOMES**
1325 15th Street, NW
Washington, DC 20005

Service at:
Ryan LLC
13155 Noel Road
Dallas, TX 75240

Defendants.

Case No. 2020 CA 000319 B

Class Action Complaint

Jury Trial Demanded

**CLASS ACTION COMPLAINT FOR DECLARATORY JUDGMENT, INJUNCTIVE
RELIEF, AND MONETARY DAMAGES**

Plaintiff Tiana Martin brings suit, on behalf of herself and all others similarly situated,
against Defendant Apartment Investment Management Company (“Aimco”) and Rhode Island

15, LP, d/b/a Latrobe Apartment Homes for violations of the D.C. Human Rights Act and violations of the D.C. Consumer Protection Act.

PRELIMINARY STATEMENT

1. Defendants own, operate, and manage Latrobe Apartment Homes (“Latrobe”) in Washington, D.C. Defendants refuse to lease available rental properties at Latrobe to prospective renters who wish to use Housing Choice Vouchers as a source of payment for their monthly rent. Although the District of Columbia Human Rights Act (“D.C. Human Rights Act” or “DCHRA”) protects Housing Choice Vouchers as a source of income, Latrobe’s website states explicitly that housing vouchers are not accepted at the property. Additionally, when Plaintiff reached out to Defendants’ employee and/or agent to inquire about an available apartment, she was informed that vouchers would not be accepted at Latrobe. Defendants’ statements and policy or practice of refusing to accept Housing Choice Vouchers constitute unlawful source-of-income discrimination under the DCHRA.

2. Additionally, Latrobe’s website states that “[a]ll applications and renewals are considered equally without discrimination on the basis of any class protected by applicable laws.” However, this statement is false, as Defendants blatantly discriminate against voucher-holders, a protected class under applicable law. Accordingly, Defendants’ advertising, statements, and policy or practice of source of income discrimination constitute violations of the D.C. Consumer Protection Procedures Act (the “DC CPPA”).

3. Plaintiff Tiana Martin brings this civil rights action pursuant to the DCHRA and the DC CPPA to remedy unlawful source of income discrimination and violations of consumer protection law.

4. Although the D.C. Human Rights Act requires Defendants to consider vouchers as a lawful source of income to pay rent, Defendants have a policy or practice of unlawfully refusing to rent apartments to individuals intending to use Housing Choice Vouchers to pay for some or all of their rent.

5. Housing Choice Vouchers are subsidies administered by local housing authorities and offered through a larger federal program. Housing Choice Vouchers are designed, among other things, to allow low-income individuals and families to rent safe, decent, and affordable privately-owned housing. Vouchers are especially important in areas like the District of Columbia where the cost of rental housing is particularly high.

6. By refusing to accept Housing Choice Vouchers, and through their statements in connection with such refusals, Defendants have engaged in illegal discrimination on the basis of source of income in violation of the DCHRA, D.C. Code §§ 2.1401.01 *et seq.*

7. Further, by stating that they comply with all applicable fair housing laws when they do not do so, Defendants have violated the DC CPPA, D.C. Code § 28-3901 *et. seq.*

8. Defendants' discrimination and misrepresentations have harmed and continue to harm Plaintiff and others similarly situated. As a result of Defendants' wrongdoing, Plaintiff was denied the opportunity to obtain housing in her desired location for which she was otherwise qualified, causing Plaintiff hardship in securing available housing, and embarrassment and humiliation to be told that she was not welcome at Defendants' property because she had a housing voucher. Accordingly, Plaintiff brings this action on behalf of herself and others similarly situated to enforce the civil rights protections provided under the DCHRA and the consumer protections provided under the DC CPPA, and to obtain an injunction and damages.

PARTIES

9. Plaintiff Tiana Martin is a resident of Washington, D.C. She has a Housing Choice Voucher and was seeking to use her voucher to contribute to her rent on an apartment in Washington, D.C.

10. Defendant Apartment and Investment Management Company (“Aimco”) is a property management company based in Denver, Colorado. Aimco owns, manages and/or operates the Latrobe Apartment Homes (“Latrobe”) located at 1325 15th Street NW in Washington, D.C.

11. Defendant Rhode Island 15, LP, d/b/a Latrobe Apartment Homes, is a subsidiary of Defendant Aimco, is majority-owned by Defendant Aimco, and owns, manages and operates Latrobe.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this action pursuant to D.C. Code § 11-921.

10. This Court has jurisdiction over Defendants pursuant to D.C. Code § 13-423 because Defendants transact business and manage real property in the District of Columbia. The discriminatory conduct at issue in this litigation arises out of these business activities.

FACTUAL BACKGROUND

The Housing Choice Voucher Program

11. The Housing Choice Voucher Program, a successor to the Section 8 Rental Voucher or Rental Certificate Program, is a federally funded housing subsidy program designed to allow low-income families to obtain safe, decent, and affordable housing. Currently assisting more than two million American families, including over 10,500 families in the District of Columbia, the Voucher Program is the largest rental-assistance program administered by the U.S. Department of

Housing and Urban Development (“HUD”). In the District, the designated housing authority administering the Voucher Program is the District of Columbia Housing Authority (the “DCHA”).

12. Housing Choice Vouchers are administered through the Voucher Program. Housing Choice Vouchers are subsidies that are not linked to any particular housing complex, building, or unit, but rather enable individuals and families with a Housing Choice Voucher to rent housing in the private market, at market rates, provided the rent does not exceed the Program’s limitations (*i.e.*, the rental rates or payment standards set by the DCHA). The Voucher Program thus removes some of the barriers that would otherwise restrict low-income families to traditional project-based public housing. One of the primary goals of the Voucher Program is to provide low-income individuals and families with the opportunity to obtain rental housing outside of areas of concentrated poverty.

13. The voucher issued to each individual or family subsidizes rent in privately owned rental housing of the voucher holder’s choice, subject to minimum standards of health and safety.

Plaintiff’s Attempts to Rent at Latrobe

14. On or about August 2019, Plaintiff was looking for available rental properties in or near the Dupont Circle neighborhood of Washington, D.C., where she was living in a different apartment home. Plaintiff is employed full time by a federal government agency. She is also the holder of a Housing Choice Voucher that she uses to subsidize the cost of her rent.

15. In her search for housing, Plaintiff walked by the Latrobe Apartment Homes (“Latrobe”), which are owned and operated by Defendants, and located approximately one block from the apartment she was living in at the time. Latrobe is a residential real estate property offered for rent in the District of Columbia. Latrobe offers studio, one, and two-bedroom apartments with various amenities, including a parking garage. Latrobe is located at 1325 15th Street Northwest

in Washington, D.C., near the neighborhoods of Logan Circle and Dupont Circle. Defendants own, operate, control, supervise, and/or manage, either directly or indirectly through parent-subsidary or other business affiliations, the Latrobe Apartment Homes.

16. Plaintiff thought Latrobe looked like it would be a good fit for her, particularly because she was hoping to stay in the neighborhood and live in a property with a parking garage. She saw a sign outside Latrobe that provided a contact phone number for individuals interested in leasing an apartment. On or about August 15, 2019, Plaintiff called the number on the sign. No one answered the phone, but shortly thereafter she received a text message from Defendants' agent, "Lisa." Lisa provided Plaintiff with a link to Latrobe's website, and stated that there was a one-bedroom apartment available at Latrobe with a move-in date of September 11 or later. However, when Plaintiff informed Lisa that she had a housing choice voucher, Lisa replied: "Unfortunately we do not accept section 8." Plaintiff was surprised to be told this, as it was her understanding that her voucher could be used at any property provided it met the payment standard.

17. On information and belief, Lisa is and/or was an employee, representative, or agent of Defendants.

18. Plaintiff looked at Defendants' website and saw there was an available one-bedroom apartment within the payment standard. She also visited the frequently asked questions page and was surprised to see that the website stated explicitly that the property did not accept vouchers. Specifically, the "Frequently Asked Questions" page of Latrobe's website states as follows:

Q: Do you accept housing vouchers (Section 8)?

A: We do not accept housing vouchers at this community.

Exhibit A is a screenshot of Defendants' website, whose contents are incorporated herein by reference.

19. Based on the statements on Defendants' website and made by Defendants' representatives, it is clear that Defendants have a policy or practice of refusing to accept Housing Choice Vouchers at Latrobe.

20. Indeed, Defendants' website states explicitly that Latrobe does not accept Housing Vouchers as a source of payment for rent.

21. Further, Defendants' employee and/or agent told Plaintiff that Latrobe would not accept her Housing Choice Voucher as a source of payment for rent.

22. Plaintiff was otherwise qualified to rent a one-bedroom apartment at Latrobe. At the time Plaintiff sought housing, Latrobe had at least one one-bedroom apartment that she could have rented if Defendants allowed her to use her housing voucher.

23. Under the DCHRA, it is unlawful for Defendants to discriminate based on Plaintiff's source of income, including where that source of income is a Housing Choice Voucher.

24. Nonetheless, Defendants have a policy or practice of refusing to accept Housing Choice Vouchers. Defendants' policy or practice of refusing to accept Housing Choice Vouchers violates the DCHRA. D.C. Code §§ 2.1401.01, *et seq.* By their acts, policies, and practices of refusing to rent to individuals and families who intend to use Housing Choice Vouchers at Latrobe, Defendants unlawfully discriminate against Plaintiff and others similarly situated based on their source of income.

Defendants' Misrepresentations

25. The Frequently Asked Question Page of Defendants' website also states as follows:

Q: Do you comply with Fair Housing Standards?

A: We do business in accordance with the Federal Fair Housing Law. All applications and renewals are considered equally without discrimination on the basis of any class protected by applicable laws.

Exhibit B is a screenshot of Defendants' website, whose contents are incorporated herein by reference.

26. Under the DC CPPA, it is unlawful for Defendants to make untruthful claims about the goods or services they provide. D.C. Code § 28-3901 *et. seq.*

27. Nonetheless, as noted above, Defendants' website states that "All applications and renewals are considered equally without discrimination on the basis of any class protected by applicable laws." Given Defendants' policy or practice of refusing to accept Housing Choice Vouchers, which plainly discriminates against a class of people protected by applicable law, Defendants have materially misrepresented their goods and services.

28. On information and belief, Defendants and/or their owners, subsidiaries, and affiliates designated, participated in, supervised, controlled, and/or approved the policy and/or practices stated on the website, as well as the content of the messages that the representative or representatives expressed by text messages, which were entirely consistent with the assertions on Defendants' website. As a result, Defendants are liable for the unlawful conduct described herein.

29. Defendants unlawful acts as described above were, and are, intentional and willful, and have been, and are, implemented with callous and reckless disregard for the statutorily protected rights of renters who intend to use Housing Choice Vouchers as a source of income to help pay for the rent and for consumers in the District of Columbia.

CLASS ACTION ALLEGATIONS

30. Plaintiff seeks to certify a class on behalf of herself and all other similarly situated individuals who have a housing voucher and (1) inquired about an apartment at Latrobe and were deterred from applying due to Defendants' policy of not accepting housing vouchers, or (2) applied for an apartment at Latrobe and were denied due to Defendants' policy of not accepting housing

vouchers. Plaintiff will seek to certify the Plaintiff Class pursuant to Rules 23(a) and (b)(3) of the Superior Court Rules of Civil Procedure for both the purposes of injunctive and monetary relief. In the alternative, Plaintiff will seek to certify the Plaintiff class pursuant to Rules 23(a), (b)(2), and (c)(4), or merely under Rules 23(a) and (b)(2).

31. **Plaintiff Class Definition.** Plaintiff brings each claim set forth herein pursuant to Rules 23(a), (b)(2), (b)(3), and/or (c)(4) of the Superior Court Rules of Civil Procedure on behalf of the following persons:

All persons, from the earliest date actionable under the limitations applicable to the given claim until the date of judgment, who have a housing voucher and (1) inquired about an apartment at Latrobe and were deterred from applying due to Defendants' policy of not accepting housing vouchers, or (2) applied for an apartment at Latrobe and were denied due to Defendants' policy of not accepting housing vouchers.

The limitations period for each claim is the full statute of limitations period for each such claim under District of Columbia law.

32. Plaintiff may seek to modify the Proposed Class as the case proceeds, including to add subclasses, and/or additional Class Representatives who would represent such subclasses.

Rule 23(a)

33. **Numerosity.** The Plaintiff class is so numerous that joinder of all members is impracticable. The exact size of the class is not known. On information and belief, a substantial number of persons have been subjected to the challenged practices. Indeed, Defendants have seen fit to place the housing voucher and fair housing inquiries on its "Frequently Asked Questions" page, indicating that they are frequently asked about acceptance of Housing Choice Vouchers. Therefore, joinder of all class members would be impracticable.

34. **Commonality.** Plaintiff and all members of the Proposed Rule 23 Class have been subjected to the same unlawful practices alleged herein, and therefore one or more questions of

law or fact are common to the Proposed Rule 23 Class. These common questions include, but are not limited to, the following:

- i. Whether Defendants' policy of not accepting housing vouchers violates the DCHRA;
- ii. Whether Defendants' website's statements constitute source of income discrimination in violation of the DCHRA; and
- iii. Whether Defendants' website's statements constitute a violation of the DC CPPA.

35. **Typicality.** Plaintiff and members of the Proposed Rule 23 Class were subjected to the same unlawful statements, policies, practices, and procedures and sustained similar injuries and damages. All class members were subjected to the same discriminatory practices by Defendants, as alleged herein, and were denied the opportunity to rent at Latrobe Apartments due to unlawful source of income discrimination. Plaintiff's claims are therefore typical of the claims that could be brought by any member of the Proposed Rule 23 Class, and the relief sought is typical of the relief that could be sought by each member of the Proposed Rule 23 Class in separate actions.

36. **Adequacy of representation.** Plaintiff is able to fairly and adequately protect the interests of all members of the Proposed Rule 23 Class, as she is challenging the same practices as the Proposed Rule 23 Class as a whole, and there are no known conflicts of interest between Plaintiff and the members of the Proposed Rule 23 Class. Plaintiff has retained counsel who has extensive experience with the prosecution of housing discrimination claims, consumer claims, and complex class-action litigation.

Rule 23(b)(3)

37. This action is also properly maintainable as a class action under Rule 23(b)(3) of the Superior Court Rules of Civil Procedure.

38. The questions of law and fact common to the members of the Plaintiff Class predominate over questions affecting individual class members, and a class action is superior to all other available methods for the fair and efficient resolution of this controversy.

39. By resolving the common issues described above in a single class action proceeding, each member of the proposed Plaintiff Class will receive a determination in the same uniform manner of whether (1) Defendants violated District of Columbia source of income discrimination law by stating that they did not rent to voucher holders in both their advertisements and communications with prospective renters and (2) whether Defendants' statements regarding their compliance with all applicable fair housing law violates the DC CPPA.

40. Members of the Class do not have a significant interest in individually controlling the prosecution of separate actions. Although the relative damages that the Plaintiff Class Members have suffered are not *de minimus*, their damages are modest compared to the expense and burden of individual prosecution of this litigation.

41. This is not only an appropriate forum because jurisdiction and venue are proper, but it is the most appropriate forum because Defendants engaged in its unlawful acts regarding property in the District of Columbia in violation of District of Columbia law. Prosecuting this matter as a single class action against Defendants will ensure that there are not inconsistent judgments and that a single injunction and rule will apply to Defendants. Furthermore, consideration of this case as a class action will reduce the burden upon the Court.

Rule 23(b)(2)

42. This action is also properly maintainable as a class action under Rule 23(b)(2) of the Superior Court Rules of Civil Procedure. On information and belief, Defendants have violated source of income discrimination laws and consumer protection laws in the same manner as to all members of the Plaintiff Class, and have acted and/or refused to act on grounds generally

applicable to the Class, making appropriate declaratory and injunctive relief with respect to Plaintiff and the Proposed Class she seeks to represent.

43. On information and belief, Defendants expressly stated that Latrobe did not accept vouchers as payment for rent in both their website advertising as well as communications with prospective tenants, and Defendants continue to do so. This conduct constitutes unlawful source of income discrimination. Defendants expressly stated that Latrobe complies with all applicable fair housing laws and continues to do so, constituting violations of the DC CPPA. Plaintiff seeks a declaration that the source of income discrimination and the misrepresentations challenged in this action are unlawful, and an injunction preventing Defendants from continuing to engage in such unlawful statements and source of income discrimination.

Rule 23(c)(4)

44. Pursuant to Rule 23(c)(4) of the Superior Court Rules of Civil Procedure, Plaintiff brings this action to adjudicate particular issues that are appropriate to adjudicate with respect to Defendants, including but not limited to whether the pattern or practice that they have engaged in --- source of income discrimination and false statements on their website --- violates the DCHRA and the DC CPPA, and whether such unlawful practices should be enjoined to prevent continuing and additional harm to individuals impacted by these practices.

COUNT I

**Source of Income Discrimination in Violation of the D.C. Human Rights Act
(Discriminatory Statements)**

45. Plaintiff realleges and incorporates the preceding paragraphs as if set forth fully herein.

46. The DCHRA makes it an “unlawful discriminatory practice” to “make, print, or publish, or cause to be made, printed or published any notice, statement or advertisement with

respect to a transaction, or proposed transaction, in real property, or financing related thereto” that indicates “any preference, limitation, or discrimination based on” the “source of income . . . of any individual.” D.C. Code § 2-1402.21(a)(5).

47. Source of income includes federal payments for housing assistance, such as Housing Choice Vouchers. D.C. Code § 2-1402.02(29) (defining “source of income” to include “federal payments”); *see also* D.C. Code § 2-1402.21(e) (“The monetary assistance provided to an owner of a housing accommodation under section 8 of the United States Housing Act of 1937 . . . shall be considered a source of income under this section.”).

48. Defendants’ website, which states that “vouchers are not accepted at this community,” constitutes unlawful discrimination. Defendants’ statements express an unlawful preference, limitation, and/or discrimination based on the actual or perceived source of income of individuals, in violation of D.C. Code § 2-1402.21(a)(5).

49. As a direct and proximate result of Defendants’ conduct, Plaintiff and the putative class have suffered injuries and monetary damages in an amount to be determined at trial.

COUNT II

Source of Income Discrimination in Violation of the D.C. Human Rights Act (Discriminatory Refusal to Rent)

50. Plaintiff realleges and incorporates the preceding paragraphs as if set forth fully herein.

51. Under the DCHRA, it is an “unlawful discriminatory practice” to “refuse or fail to initiate or conduct any transaction in real property” if such practice is “wholly or partially . . . based on the actual or perceived . . . source of income . . . of any individual.” D.C. Code § 2-1402.21(a)(1).

52. Defendants' refusal to accept Housing Choice Vouchers for rental units at Latrobe is unlawful discrimination based on the actual or perceived source of income of individuals, in violation of D.C. Code § 2-1402.21(a)(1).

53. As a direct and proximate result of Defendants' conduct, Plaintiff and the proposed class have suffered injuries and monetary damages in an amount to be determined at trial.

COUNT III

Violations of the D.C. Consumer Protection Procedures Act

54. Plaintiff realleges and incorporates the preceding paragraphs as if set forth fully herein.

55. Plaintiff brings this count against Defendants for violations of the District of Columbia Consumer Protection Procedures Act (DC CPPA), D.C. Code § 28-3901 *et. seq.*

56. Defendants are "persons" within the meaning of D.C. Code § 28-3901(a)(1), are "merchants" under § 28-3901(3), and provide "goods and services" within the meaning of § 28-3901(a)(7).

57. Plaintiff Tiana Martin is a "person" and a "consumer" within the meaning of D.C. Code § 28-3901(1) and (2).

58. The facts, as described above and set forth in this count, demonstrate that Defendants have violated D.C. Code § 28-3904, which makes it an "unlawful trade practice" to, *inter alia*, "represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have," D.C. Code § 28-3904(a), "represent that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another," *id.* § 28-3904(d), "misrepresent as to a material fact which has a tendency to mislead," *id.* § 28-3904(e), "[r]epresent that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited

by law,” *id.* § 28-3904(e)(1), and to violate other laws, such as the D.C. Human Rights Act. *See Consumer Protection. Dist. Cablevision Ltd. P’ship v. Bassin*, 828 A.2d 714, 723 (D.C. 2003).

59. The DC CPPA makes such conduct an unlawful trade practice “whether or not any consumer is in fact misled, deceived, or damaged thereby.” D.C. Code § 28-3904.

60. Defendants state on their public website that they follow all fair housing laws and do not discriminate on the basis of any protected class. As a result of these website statements, Defendants represent to consumers and the public generally that they follow fair housing law.

61. These statements, however, are false, because at the same time these statements were made, Defendants were engaged in a pattern or practice of excluding voucher holders from renting at Latrobe—a practice fundamentally disallowed by the fair housing laws of the District of Columbia.

62. At the same time that Defendants have made these false statements, Defendants knew or should have known that they were not following fair housing law and were discriminating on the basis of source of income.

63. As a direct and proximate result of Defendants’ conduct, Plaintiff and the proposed class have suffered injuries and monetary damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE Plaintiff, Tiana Martin, respectfully requests that the Court:

- (a) Certify a Plaintiff Class under Rule 23(a), b(3), or in the alternative 23(a), (b)(2), and (c)(4) of the Superior Court Rules of Civil Procedure, and appoint Plaintiff’s counsel as Class Counsel, and appoint the Named Plaintiff as the Plaintiff Class representative

- (b) Enter judgment declaring that Defendants' acts, policies, practices, and statements of willfully refusing to rent apartments to Housing Choice Voucher holders constitutes source of income discrimination in violation of the DCHRA, D.C. Code § 2-1402.21.
- (c) Enter judgment declaring that Defendants' acts, policies, practices, and statements constitutes violations of the DC CPPA, D.C. Code § 28-3901 *et seq.*
- (d) Enter judgment for appropriate permanent injunctive relief, including an order that Defendants abandon their policy or practice of refusing to rent to Housing Choice Voucher holders and instead follow the law by accepting tenants without regard to source of income, and such remedial actions as are necessary to ameliorate Defendants' past illegal discriminatory conduct and conduct violative of the DC CPPA;
- (e) Award Plaintiff and all class members monetary damages in an amount to be determined at trial;
- (f) Award Plaintiff reasonable attorneys' fees and costs;
- (g) Award Plaintiff and all class members punitive damages in an amount to be determined at trial;
- (h) Award Plaintiff and all class members treble damages, or \$1,500 per violation, whichever is greater, for violations of the DC CPPA
- (i) Grant such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Superior Court Rules of Civil Procedure, Plaintiff Tiana Martin demands a trial by jury of all issues so triable as of right.

Dated: January 14, 2020

Respectfully submitted,

/s/ Matthew K. Handley
Matthew K. Handley (D.C. Bar No. 489946)
William H. Anderson (D.C. Bar No. 502380)
Rachel E. Nadas, *pro hac vice* forthcoming
Handley Farah & Anderson PLLC
777 6th Street NW, 11th Floor
Washington, DC 20001
Telephone: 202-559-2411
Email: mhandley@hfajustice.com

Attorneys for Plaintiff

EXHIBIT A

MENU ()

FREQUENTLY ASKED QUESTIONS


PETS

Do you allow pets?

Are there any costs for pets?

Is there a weight limit for my dog?

Are there breed restrictions?

 [View more](#)
(/en.html)

PARKING AND STORAGE

Do you offer on-site parking?

Do you offer on-site storage?

LEASE INFORMATION

What lease length options are available?

How do I pay rent?

Do you allow smoking within the community?

Are security deposits refundable?

Do I need renters insurance to live here?

EARLY DEPARTURES OR TRANSFERS

Do you offer lease flexibility for members of the U.S. Military?

What if I need to move out of the area?

What if I want to add a roommate to my lease?

What if my roommate moves out?

Do you allow subletting?

APPLICATION INFORMATION

What are the income requirements for living at this community?

Do you allow guarantors/co-signers?

I'm ready to lease, what should I bring?

Who needs an application?

How many people can live in an apartment?

Do you perform background checks on potential residents?

Do you accept housing vouchers (Section 8)?

We do not accept housing vouchers at this community.

What if I've had a previous eviction?

Do you comply with Fair Housing standards?

CAREERS

I'm interested in working here. Do you have any open positions?

CONTACT (</en/apartments/contactus.html>)

Get in touch with a member of The Latrobe team.

REACH OUT TO US (</en/apartments/contactus.html>)

FAQs (</en/apartments/faq-page.html>)

Learn more about vibrant life at Latrobe

ADDITIONAL INFORMATION (</en/apartments/faq-page.html>)

RESIDENT PORTAL (<http://property.onesite.realpage.com/aimcolatrobe/?portallogin=1>)

Pay your rent, submit a maintenance request and more within the Resident Portal.

PAY YOUR RENT (<http://property.onesite.realpage.com/aimcolatrobe/?portallogin=1>)

RATINGS (</en/apartments/Reviews.html>) ★★★★★☆

Learn what our neighbors say.

READ REVIEWS (</en/apartments/Reviews.html>)

[PRIVACY \(/en/terms-conditions/privacy-policy.html\)](/en/terms-conditions/privacy-policy.html) [TERMS OF USE \(/en/terms-conditions.html\)](/en/terms-conditions.html)

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(<https://www.facebook.com/LatrobeApts/>)



(<https://www.instagram.com/latrobeapartments>)



EXHIBIT B

MENU ()

FREQUENTLY ASKED QUESTIONS


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RATINGS (/en/apartments/Reviews.html) ★★★★★

Learn what our neighbors say.

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(<https://www.facebook.com/LatrobeApts/>)



(<https://www.instagram.com/latrobeapartments>)

