APPEAL NO. 23-CV-0965

IN THE DISTRICT OF COLUMBIA COURT OF APPEALS

PATRICK WOODLEY

Appellant,

v.

WOODBERRY VILLAGE APARTMENT

Appellee.

ON APPEAL FROM THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA, CIVIL DIVISION CASE NO. 2021 CA 002357 B

SUPPLEMENTAL BRIEF OF APPELLEE, WOODBERRY VILLAGE APARTMENT

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RULE 28(A)(2) STATEMENT

The undersigned counsel of record for Woodberry Village Apartment certifies that the following listed parties and their counsel appeared in the Trial Court below and will appear before this court:

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- There are no intervenors or amicus curiae.

[1] 1 Mark Raddatz previously represented the Appellee at trial, however since that time nobody associated with Woodberry Village Apartment, or their current undersigned counsel has been able to reach him. He is not counsel for this appeal.

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STATEMENT OF JURISDICTION

District of Columbia Code, § 11-721 provides that this Court has jurisdiction over appeals from "all final orders and judgments of the Superior Court of the District of Columbia," and a limited, specified category of interlocutory orders, which are not applicable here. *See* D.C. CODE § 11-721(a).

COUNTER STATEMENT OF ISSUES PRESENTED FOR REVIEW

1. Whether there is a basis for the appeal after an accurate record from the Trial Court is acknowledged.

STATEMENT OF THE CASE

Appellant's Statement of the Case contains several inaccuracies that when corrected eliminate any basis for the Appeal. Appellee acknowledges that the relevant record for this case is rather complex due to the multitude of case fillings by the Appellant in the underlying case and in several related cases, however, there can be no dispute that the Trial Court's October 22, 2021 order denying Appellant's motion for a Temporary Restraining Order (TRO) was incorporated into the trial order and is part of the record for this case. Appellee acknowledges that the trial transcript does not provide much guidance as to what exhibits were admitted and for what purpose but in the final order for this case Judge Rigsby cited to the October 22, 2021 findings, which it appears counsel for Appellant may not have been aware of based on the arguments made in his brief. The factual findings made by the Trial Court at the TRO hearing completely contradict the factual basis for this appeal, i.e. that the tenant was not offered a relocation unit on the first floor of a building.

The Capital Realty Group took over management of the Woodberry Village Apartment building in April 2020. At that time, they immediately began efforts to completely renovate the entire building to meet and exceed D.C. code and standards. To accomplish the renovation the building needed to be gutted requiring all of the tenants to move out during the renovation period. The tenants were offered alternative housing in early 2021 and with only one exception they all accepted the

alternative housing offered by Capital Realty Group. The one holdout was the Appellant, Mr. Patrick Woodley, who refused to leave his unit making it impossible to complete the renovation and costing the building ownership thousands of dollars. The Landlord unquestionably offered Woodley an alternative unit on the first floor of a separate building which Appellant refused to even look at. After rejecting the reasonable accommodation that all the other tenants accepted, Woodley requested money to allow him to leave the Woodberry Village Apartments completely. Woodberry responded by offering Woodley $5,000 in moving assistance. (*See* SA 10-14, and SA 31- 33). Mr. Woodley then refused to accept the Landlord's acceptance of his offer and refused to leave the unit for over four years, all while causing tremendous damage due to his complete failure to maintain the unit, including allowing his dog to go to the bathroom in and around the unit regularly.

Over the past four and half years Mr. Woodley has filed numerous complaints against Woodberry Village Apartments, all of which have for the most part alleged the same facts.[2] Most notably, in this case on September 8, 2021, Mr. Woodley filed motion for a Temporary Restraining Order (TRO) and Preliminary Injunction. On October 22, 2021 the Trial Court conducted a hearing on Woodley's motion, several witnesses testified, including a supervisor from the District of

[2] OHR#:20-116H; OHR No. 21-279-H (CN); HUD#2-20-4076; HUD No. 03-21-8878-8; 2021-CA-2781-B; 2023-LTB-6484; 2024-LTB-6484; 2024-CAB-5071

Columbia Department of Consumer and Regulatory Affairs (DCRA), the building manager and the Plaintiff. Judge Ann O'Regan Keary issued an order which Judge Rigsby incorporated into the final trial order that stated in part:

> "Although Defendant offered to move Plaintiff to an apartment on the first floor of one of their renovated buildings nearby, he declined that offer. Plaintiff stated he wished to leave and go to a motel at the expense of the Defendant". (SA 10-14)

The Court at the hearing also found that the Landlord, on multiple occasions, personally issued offers to Mr. Woodley to pay for moving services and moving supplies in May and June of 2021. (SA 10-14). Additional findings from the TRO hearing included that every single tenant of the building moved to new units in response to the notice with just one exception: Mr. Woodley. The Court found that Mr. Woodley rejected the first-floor unit offer and requested to leave Woodberry Village all together to go to a motel until he found a new place to live, and that in response the Appellee's offered him $5,000 in moving assistance. (SA 10-14, SA 33). Mr. Woodley refused to accept either of the options provided to him because he believed that the renovated units offered would have "similar pest problems" to his unit but admitted he never inspected the renovated unit offered to him. (SA 10-14).

Mr. Ferdinand Gamboa, the supervisor for Housing Inspections for the DCRA testified that Mr. Woodley first contacted his office in April of 2021 to report his electricity being turned off. Based on this representation, and because Mr.

Woodley provided no context for the situation, DCRA initially issued a citation against the Defendant. Defendant immediately requested a follow up inspection. During that inspection Mr. Gamboa learned that the electricity was turned off for the renovations and that ample proper notice was provided to the Plaintiff. (*See* SA 10-14). Gamboa confirmed that Plaintiff refused to leave the unit despite the reasonable relocation accommodation provided. Gamboa further testified that at that time, DCRA clearly and unequivocally informed Plaintiff he needed to leave the unit. Plaintiff disobeyed that directive as well as the Trial Court's directive to leave the unit and remained in the unit for over four (4) years, causing tremendous delay to the renovations.

At the end of the TRO hearing, the Court (Judge Keary), found that the Landlord provided reasonable accommodations and assistance to move the Defendant to a suitable unit and that in the alternative the Landlord offered Woodley $5,000 to leave and find alternative housing as Mr. Woodley requested. (SA 10-14). The Court further stated that:

> "Further, if any irreparable harm was present, it is within the capacity of the Plaintiff to remedy that harm by moving to a newly renovated unit or accepting the payout offer by the Defendant. Furthermore, there is no evidence of harm that will be caused to third parties by denying Plaintiff's motions. Instead, Plaintiff's own actions may be causing harm to third parties by preventing neighboring units' renovation. Lastly, the Court finds that the public interest is improved by major renovations to restore and

> rehabilitate the units at Defendant's property. However, the public interest would not be served by Plaintiff remaining in his current unit and preventing the renovations to his building". (SA 10-14)

These findings by Judge Keary, were referenced in the Trial Court's final Order and admitted into evidence as Def. Ex. 1. (JA 7). Judge Rigsby noted that: "[f]urther, the Court has already found that the relocation assistance and renovation efforts were a reasonable remedy." (JA 7). That reference by Judge Rigsby referred to Judge Keary's TRO opinion finding that Woodberry Village did offer Mr. Woodley a first-floor renovated unit and in the alternative, per his request, $5,000 to simply move out and find a new place to live. (SA 10-14).

Lastly, Judge Rigsby ordered that Mr. Woodley be out of the unit within seven (7) days of his order. During the trial Mr. Woodly testified that he could be out of the unit immediately. (JA 51). The Court was willing to give him as much time as he needed and did so. However, Mr. Woodley never moved out and never paid rent for over four (4) years. During that time Mr. Woodley filed a new complaint against Woodberry Village in 2024-CAB-5071 alleging the same facts as he alleged in this case. The Superior Court granted Woodberry Village's motion to dismiss in that case, which Mr. Woodley filed an appeal on as well. The Landlord Tennant Court (2023-LTB-006484) issued orders for Mr. Woodley to make protective order payments which he repeatedly failed to do and in October 2024 the balance owed by Mr. Woodley to Woodberry Village was $31,178.00. The Landlord Tennant Court

issued a judgment against Mr. Woodley for that amount. (SA 51-54). After tremendous efforts and delay, Woodberry Village finally accomplished an eviction of Mr. Woodley on February 28, 2025, at which time Mr. Woodley's unpaid rent and damages totaled $64,135.45. (SA 75-76). To date, the amount remains outstanding.

The Woodberry Village Apartments, its employees and residents, have been terrorized by Mr. Woodley for over five (5) years, all while he could have moved into a separate newly renovated unit or received $5,000 to go elsewhere. There is no dispute that Mr. Woodley needed to vacate the unit to accomplish the renovation. Mr. Woodley continually refused to vacate the unit for years, claiming he needed to remain in the unit while his cases were pending to secure evidence. (JA 75). The Appellee has made every attempt possible to repair and restore the Appellant's unit and each time the Appellant prevented the efforts.

SUMMARY OF ARGUMENT

Appellant argues that "[t]his appears to be the first time that any court, in any jurisdiction, has imposed a duty to mitigate on a tenant seeking damages for his uninhabitable unit." Such a statement could not be further from the truth as D.C. Courts, as well as Courts throughout the country, have refused to award damages to a tenant who fails to allow reasonable access for landlords to make repairs, as has

occurred with this case. Appellant further argues that the Trial Court erred by placing a burden on the tenant to prove he mitigated his damages. The Trial Court did no such thing. It appears Appellant's counsel may not have seen the previous order in the case by Judge Keary denying Woodley's request for a TRO because the Landlord affirmatively proved at hearing that they made reasonable efforts to accommodate the tenant in order to completely renovate his unit which the tenant repeatedly rejected. (See SA 10 –14). Therefore, the Trial Court correctly limited the damages for the Appellant because it would not be equitable to punish a landlord who made numerous attempts to make repairs, that were prevented only by the Tenant himself. Appellant made the same arguments in administrative proceedings, in Landlord Tenant Court, and multiple other civil matters where each time the trier of fact agreed that the Landlord provided reasonable accommodations to relocate Mr. Woodley while a renovation occurred. (See SA 1-79). The Appellant's arguments regarding Mr. Woodley's apparent disabilities requiring him to be relocated to a first-floor unit have no relevance to the appeal because the Landlord offered him a first-floor unit as credited by Judge Keary and Judge Rigsby. However, even if that had not been proven, the Appellant did not raise this argument in his complaint or in his case in chief at trial. The Appellant's only citation regarding a need for a first-floor unit is to a questionable doctor's note that appears to have not been admitted into evidence. (JA 56).

Mr. Woodley caused tremendous financial strain to the owner of an affordable housing building that purchased the building intending to renovate it for its tenants. Mr. Woodley and only Mr. Woodley prevented his unit's renovations causing tremendous delays and hardship for the owner and the other tenants all while not paying a dime in rent for at least four years.

ARGUMENT

I. A TENANT THAT PREVENTS AN OWNER FROM MAKING REPAIRS AFTER OWNER PROVIDES PROPER NOTICE FAILS TO MITIGATE DAMAGES WHICH EXEMPTS OWNER FROM LIABILITY AT THAT POINT

Courts have long established that a duty to mitigate damages is expected in situations akin to the claims Mr. Woodley puts forward. "The duty to mitigate damages from a contractual breach is well established in the common law, see Restatement (Second) of Contracts § 350 (Am. Law Inst. 1981), and 'bars recovery for losses suffered by a non-breaching party that could have been avoided by reasonable effort and without risk of substantial loss or injury.'" *Bolton v. Crowley, Hoge & Fein, P.C.*, 110 A.3d 575, 586 (D.C. 2015) (internal quotation marks omitted). This court has long recognized in other contractual scenarios that "the failure to mitigate damages is an affirmative defense and the tenant has the burden of showing the absence of reasonable efforts to mitigate." *Norris v. Green*, 656 A.2d 282, 287 (D.C. 1995). *Sizer v. Velasquez*, 270 A.3d 299, 302-03 (D.C. 2022); *Crough*

v. Department of Gen. Servs. of the District of Columbia, 572 A.2d 457, 466 (D.C. 1990). As the Trial Court noted in its final order (Citing *Crough*):

> "There is also an inherit duty to mitigate damages. Specifically, the duty to mitigate damages, 'bars recovery for losses suffered by a non-breaching party that could have been avoided by reasonable effort and without risk of substantial loss or injury.'"

(JA 6-7). *Section § 42-3505.51* of the D.C. Code clearly states that "[u]pon the allegation of a housing code violation by a tenant, a tenant may not unreasonably prevent the housing provider from accessing the unit for assessment and abatement of the alleged violation and must provide access to the unit within 48 hours of the written request by the housing provider for access". (§42-3505.51(b)(3)). *Section § 8-231.06* of the D.C. Code requires a tenant to allow access to his or her dwelling unit to facilitate repairs required by law. (§8-231.06). Additionally, this Court has applied the avoidable consequences doctrine when "one injured by the tort of another is not entitled to recover damages for any harm that he could have avoided by the use of reasonable effort." *Flowers v. District of Columbia*, 478 A.2d 1073 (D.C. 1984). From the point Woodberry offered Mr. Woodley alternative housing, D.C. law required Woodley to allow access to his unit to facilitate the necessary repairs. Woodley could have avoided much of the damages claimed at trial by following the law, which justifies the Court limiting the damages claimed by Woodley.

Appellant cites the *Lynch* case in support of his damages claim but fails to recognize that in *Lynch* this Court upheld the Trial Court's determination with respect to a complaint that a tenant's refrigerator and stove were not working, where the landlord attempted to deliver replacement units but the tenant did not allow the Landlord's agent in her unit to install the replacement, concluding that that such an act should limit her damages to the point when the appliances were attempted to be installed but could not be installed because of the tenant's actions. *Lynch v. Ghaida*, 319 A.3d 1008, 1013 (D.C. 2024),

When new ownership acquired the Woodberry Village Apartment building where Mr. Woodley resided in April of 2020, they immediately began efforts to renovate the building and provided proper notices to all of the tenants, including Mr. Woodley stating that in order to renovate the building the tenants would be relocated to previously renovated units. The testimony from DCRA supervisor at the TRO hearing confirmed that Woodberry was in compliance with all notices and efforts made with respect to the renovation of the building. Mr. Woodley did not argue at trial or in any of his pleadings that Woodberry failed to comply with D.C. statutes regarding their notices, plans, or applications with respect to their renovation efforts. Appellant, for the first time, in his brief argues that "the Landlord did not represent that it followed any of these or the law's other procedures in seeking to evict Mr. Woodley". First, the Trial Court heard testimony from the DCRA supervisor who

agreed that Woodberry complied with D.C. law with respect to their efforts. Second, neither of the administrative bodies that reviewed Mr. Woodley allegations concluded that Woodberry was not in compliance with all requirements associated with the renovation. Third, the underlining case for this appeal was not an eviction proceeding; and lastly, Woodley does not even assert in this brief that the Landlord failed to follow proper procedures. Woodley argues that the Landlord did not "represent its compliance" not that landlord failed to comply. Without raising such an issue at trial or without acknowledging the entire record of proceedings suggests that this argument is made in bad faith.

Every other tenant in Mr. Woodley's building acknowledged receipt of the Landlords renovation notice and accepted Woodbery's relocation units before construction began and the utilities were cut off. The Trial Court acknowledged in its final order that Mr. Woodley was given proper notice of the work to be done to his unit, and the Trial Court affirmed what the DCRA supervisor determined that the accommodations offered to Mr. Woodley was adequate under the applicable legal standard. (SA 10-14). The Trial Court properly determined after hearing the testimony, reviewing the evidence and the full case record, that after Woodley refused to accept the reasonable mitigation efforts offered, that Woodberry cannot be liable for the unit's condition because Woodley is required by law to allow the landlord access to his unit to make necessary repairs. None of Mr. Woodley's actions

with respect to this case make any sense, if he was so distraught over the condition of his unit why did he not allow the Landlord to repair it?

Appellant's brief attempts to change the facts that were presented to the Trial Court as well as the case's record and challenges the factual findings made by the Court. Appellant's attempt to hide such an argument through his "duty to mitigate" requirement argument must not be confused by what it really is. Appellant's true argument here is that efforts made by Woodberry to provide Mr. Woodley accommodations while repairing his unit were not reasonable, which is a factual determination. As counsel for Appellant knows, this Court must give strong deference to the factual findings of the Trial Court. "On appeal from a judgment entered after a bench trial, we review the Trial Court's legal conclusions de novo, "but defer to its factual findings if they are supported by the record." *Chibs v. Fisher*, 960 A.2d 588, 589 (D.C. 2008); *See* D.C. Code § 17-305(a) ("the judgment may not be set aside except for errors of law unless it appears that the judgment is plainly wrong or without evidence to support it"). Whether the landlord provided reasonable accommodations to the tenant to complete repairs of his unit is a question of fact to be submitted to the factfinder. *See Reese v. Diamond Hous. Corp*., 259 A.2d 112, 113 (D.C. 1969). These findings of fact may be overturned only when "the reviewing court on the entire evidence is left with the definite and firm conviction that a mistake has been committed." *Anderson v. City of Bessemer City*, 470 U.S. 564, 573, 105 S.

Ct. 1504, 84 L. Ed. 2d 518 (1985) (quoting *United States v. U.S. Gypsum Co*., 333 U.S. 364, 395, 68 S. Ct. 525, 92 L. Ed. 746 (1948), to define the term "clearly erroneous").

The Trial Court correctly concluded that Woodley's own actions prevented the Landlord from making the necessary repairs to his unit in violation of D.C. law. The Court incorporated the findings from the TRO hearing, and the TRO hearing order was admitted into evidence at trial as Defense Exhibit 1. (See JA 1 pg. 3). Those findings correctly concluded that the Appellee went above and beyond their duty to accommodate the Appellant and to make repairs to his unit.

II. PREVENTING OWNERSHIP FROM MAKING REPAIRS VIOLATES D.C. CODE AND AFFIRMATIVELY PROVES A BREACH OF TENANTS DUTY TO MITIGATE

The Trial Court noted that: "a majority of his testimony (and therefore his damages) regarded the period after Defendant offered to relocate Plaintiff. This is evidenced by Plaintiff's statements at previous hearings and in the Trial where he insisted that he wanted to keep his apartment as is "for evidence." Def. Ex 15; see also Amended Complaint filed on July 21, 2023. Therefore, the Court properly evaluated the facts in reaching it's conclusion that the testimony and evidence presented at trial along with the record established that the Plaintiff did not have a legally supportable reason to remain in his unit preventing the restoration efforts, thus finding that the Plaintiff completely failed to mitigate his damages from the

time the Defendant offered him a reasonable accommodation. (JA 7-8). Mr. Woodley did not make an argument at trial nor did he plead that the only unit offered to him for relocation was a third-floor unit that he could not access because of a disability, nor did he prove he had a disability. Mr. Woodley admitted that he never even visited the renovated units that were offered to him which, in and of itself, violates a duty to mitigate but even after refusing to accept the move to the renovated unit and demanding money to move out, the Appellee offered him $5,000 to relocate, all of which is part of the Trial Court's record in this case. Such an effort cannot be characterized as a directive to "self-evict" as Appellant claims. The proper characterization would be that of offer and acceptance, Mr. Woodley requested funds to move out completely, the Landlord accepted that offer by Mr. Woodley and agreed to pay him $5,000 for that purpose.

Despite these good faith efforts Mr. Woodley did not vacate the premises until February of 2025, when after years of efforts, Woodberry was finally able to evict him and begin a very expensive effort to renovate his unit that he made far worse than it ever was.

Furthermore, during the trial Mr. Woodley had an exchange with Judge Rigsby where Judge Rigsby point blank asked him how long he would need to leave the unit permanently after the Court made its findings and Mr. Woodly replied that he could

leave immediately, the Court gave him 7 days to move out and Mr. Woodley never moved out making the entire trial pointless.

III. APPELLANT IS NOT ENTITLED TO DAMAGES ABOVE THE $7,500 AWARDED BY THE TRIAL COURT UNDER THE CLEAN-HANDS AND AVOIDABLE CONSEQUENCES DOCTRINE

For the reasons stated above the Appellant's alternative calculations for damages are without merit as the Court correctly reduced the damages to account for the Landlord's reasonable efforts taken to repair Mr. Woodley's unit. Appellant's re-argument regarding the conditions of the unit bares no relevance to this appeal as there was no dispute that the unit, which was owned and managed by a third party for years before Appellee purchased the property and immediately began renovations, was in need of repair which is why the Landlord took diligent efforts to accomplish the repairs and renovation. Mr. Woodley admitted to several actions taken by him to make the unit worse which Appellant ignores.

Equity courts, including D.C. Superior Court, regularly consider the plaintiff's own actions and bar recovery when the Plaintiff's own actions violate the law as Mr. Woodley's did. Mr. Woodley came before this court of equity with unclean hands because he violated D.C. law, his lease, and general equity principles by preventing the Defendant from repairing his unit. The consequences presented by Woodley at trial would have been avoided starting in mid-2021 had he complied with the law,

the terms of his lease, and the directive from DCRA. "One injured by the tort of another is not entitled to recover damages for any harm that he could have avoided by the use of reasonable effort." *Flowers v. District of Columbia* 478 A.2d 1073 (D.C. 1984). Therefore, Judge Rigsby was well within his authority to limit a damage award based on Mr. Woodley's actions preventing the restoration of his unit. Furthermore, the Court ordered Mr. Woodley to leave the unit within 7 days, which he failed to do. Woodberry subsequently secured a judgment against Mr. Woodley for $31,178, an amount greater than what the Appellant is requesting from this Court, which questions the entire purpose of this appeal.

CONCLUSION AND RELIEF SOUGHT

The extent of harm that Mr. Woodley brought on himself, his neighbors, the Landlord and his community is immeasurable. In a city with an exorbitant cost of living, developers willing to invest in subsidized housing who will maintain the buildings at a high standard are hard to come by. When subjected to nightmare scenarios like the one Mr. Woodley created in this case, developers will likely be less willing to invest in our city. Woodberry will, in all likelihood, never be able to collect on their judgment or any future judgment against Mr. Woodley leaving them with extensive legal costs and no recourse for the wrongs committed by Mr. Woodley. The reality here is that this appeal as well as the majority of the numerous

pleadings filed by Mr. Woodley have been made in bad faith and while the Court is entitled to hold pro se litigants to a less of a standard than represented litigants, Mr. Woodley is no longer pro se and his counsel knew or should have known that Mr. Woodley's claims were meritless. It is somewhat concerning that D.C. legal aid accepted what must be categorized as a frivolous appeal when there are many people in our community with legitimate needs for pro bono counsel. For the reasons stated above Appellee respectfully requests this Court deny the appeal.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5th day of December, 2025, a copy of the foregoing was served electronically to:

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