No. 04-CV-566

DISTRICT OF COLUMBIA COURT OF APPEALS

RENEAU REAL ESTATE,

Appellant,

v.

JANE DOE, CHANTEL BAKER, AND CHANITA BAKER,

Appellees.

Appeal from the Superior Court
of the District of Columbia,
Civil Division, Landlord and Tenant Branch

BRIEF OF APPELLEES CHANTEL AND CHANITA BAKER

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RULE 28(a)(2)(A) STATEMENT

The parties to this case are Reneau Real Estate, the plaintiff-appellant, and Chantel and Chanita Baker, the defendant-intervenors/appellees. Reneau Real Estate was represented in the trial court and is represented in this Court by Morris R. Battino. Chantel and Chanita Baker were not represented by counsel below. They are represented in this Court by Julie H. Becker and Barbara McDowell of the Legal Aid Society of the District of Columbia. Jane Doe, the original named defendant, is a fictitious party.

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STATEMENT OF THE CASE

Reneau Real Estate's appeal challenges the sufficiency of the evidence supporting the trial court's ruling denying possession to the landlord of the apartment occupied by appellees Chantel and Chanita Baker. The landlord filed this action for possession against "Jane Doe," whom the landlord claimed was a "squatter with no right to possession." The trial court granted the Bakers leave to intervene as defendants in the action and then proceeded to trial on the question whether the parties had, by their actions, created an implied landlord-tenant relationship. After hearing testimony from Chantel Baker and from the landlord's office manager, the court resolved conflicts in the testimony in favor of Ms. Baker and found that the parties' conduct had given rise to an implied rental contract. It thus held that the Bakers were not "squatters," as the landlord claimed, but rather were tenants at the unit and were entitled to remain in possession under the implied lease. The court therefore denied the landlord's claim for possession.

STATEMENT OF FACTS

Appellees Chantel and Chanita Baker reside at 1825 Vernon Street NW, Apartment 22, a rental housing unit in the Adams Morgan area of Washington, D.C. 2/18/04 Tr. at 3. Appellee Chantel Baker has lived in the unit her entire life, having been raised there with her grandmother, Gabriella Baker, who moved into Apartment 22 in 1968. 4/21/04 Tr. at 9. Chantel Baker's sister, Chanita Baker, came to live in the apartment sometime later. 2/18/04 Tr. at 3.

Gabriella Baker died in 1999. After her grandmother's death, Chantel Baker continued to live in the home, pay rent in her own name, and interact with the landlord on a regular basis. 4/21/04 Tr. at 28-29. At some point during this period, an agent of the landlord offered to move the Bakers to another apartment. Chantel Baker understood that the landlord wanted to move them elsewhere so as to collect "market rent" for their unit, 4/21/04 Tr. at 29, which currently

rents for $501 per month and is subject to the D.C. rent control laws. See Praecipe, 2/4/04 (setting protective order at $501 per month); D.C. Code § 42-3502.05. Chantel Baker did not accept the offer to move to another unit and continued to live in Apartment 22.

The instant lawsuit: preliminary proceedings. On December 29, 2003, Reneau Real Estate filed suit for possession against "Jane Doe," whom the landlord claimed was a "squatter with no right to possession." See Complaint for Possession of Real Estate. Chantel and Chanita Baker appeared pro se for the initial return date on February 4, 2004, and received a continuance to February 18, 2004. Praecipe, 2/4/04.

At that time, Chantel Baker, still acting pro se, explained to the court that she had resided in the apartment since childhood. She stated that their grandmother, Gabriella Baker, had died several years earlier and that she had been paying rent for the unit until the landlord began refusing payment in late 2003. 2/18/04 Tr. at 3-4.[1]

At that point, the trial court (Dixon, J.) asked the landlord's counsel whether there was "any reason why I should not sua sponte grant these individuals a right to intervene." Plaintiff's counsel opposed intervention, stating that "there is a procedure for intervention" that involves "a motion" and a "motion fee." Regarding the merits of intervention, counsel stated only that he was "not aware of any right that either Chantel or Chanita would have to intervene in this case." 2/18/04 Tr. at 8. The trial court then granted intervention to Chantel and Chanita Baker and scheduled the case for trial.

The trial on the merits. The case came on for a bench trial before Judge Melvin Wright on April 21, 2004. Each side presented one witness: the landlord's office manager, Elisa Leo-

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[1] Although the trial court did not place Chantel Baker under oath before questioning her as to her occupancy of the unit, it accepted her representations as true for the purposes of granting intervention. Counsel for the landlord did not seek to cross-examine Chantel Baker at that time. See 2/18/04 Tr. at 3-8.

nard, testified on behalf of the landlord, while Chantel Baker testified on behalf of herself and her sister.

Ms. Leonard testified that she did not learn of Gabriella Baker's death until 2003. Ms. Leonard stated that Reneau Real Estate became the owner of the property in 1996 and that she began working there in 1998, at which time she was under the impression that Gabriella Baker, the "tenant on record," was living in Apartment 22. 4/21/04 Tr. at 11-12. Regarding the payment of rent, Ms. Leonard testified that Reneau Real Estate regularly accepts third-party checks and that she believed that Chantel Baker's checks were being paid on behalf of Gabriella Baker. Id. at 15, 18. Ms. Leonard acknowledged that Chantel Baker's checks bore both the name "Chantel Baker" and the address of the premises, 1825 Vernon Street, Apartment 22. Id. at 38. Ms. Leonard further testified that, although she came into contact with Chantel Baker on a number of occasions, she believed her to be Gabriella Baker.

In response, Chantel Baker testified that she had resided with her grandmother in Apartment 22 since her birth in 1970. Id. at 26. She testified that she began to manage her grandmother's affairs when Gabriella Baker's health declined, and that, after her grandmother died, she continued to pay the rent with checks bearing her own name. Id. at 29. Chantel Baker submitted two of these rent checks into evidence. Id. at 35.

Chantel Baker also testified that, during the four years following Gabriella Baker's death, she interacted regularly with Ms. Leonard, both in person and by telephone. In addition to paying her rent in person at the rental office, where Ms. Leonard would greet her by name, Chantel Baker telephoned Ms. Leonard more than 20 times during that period to request repairs, identifying herself by name in doing so. Id. at 30-31. Chantel Baker and Ms. Leonard also discussed personal matters, including their children. Id. at 29. Chantel Baker further testified that, after

her grandmother's death, the landlord continued to respond to maintenance needs at the apartment, including replacing the stove and refrigerator and correcting a damaged ceiling. Id. at 32. In addition, she testified that on August 3 – she did not name the year – an agent of Reneau Real Estate, Paul Reneau, had offered to move her to another unit so as to be able to collect more rent for Apartment 22. Id. at 29.

Regarding Ms. Leonard's claim that she believed Chantel Baker to be Gabriella Baker, the court specifically questioned Chantel Baker as to "what [Ms. Leonard] has done that indicate[s] that she knew that you were Chantel Baker and not Gabriella Baker?" Chantel Baker responded that "She's addressed me by name before when I come in to pay the rent . . . I would always go into the office to pay the rent." Id. at 33. She also testified that, to the best of her knowledge, the landlord knew of Gabriella Baker's death and that "they even offered condolences" to her. Id. at 30. She testified that, while she herself did not inform Ms. Leonard that her grandmother had died, she believed that Ms. Leonard learned that fact from the Bakers' mother, Janet Baker, who occupies another unit in the 16-unit apartment building and at that time worked as a maintenance employee for the landlord. Id. at 27-28, 30, 12-13.

The trial court's decision. At the conclusion of trial, the court rendered judgment in favor of the Bakers. In its oral findings of fact and conclusions of law, the court identified the crucial question to be whether the parties had, by their actions, created an implied rental contract for the premises. Id. at 47. The court resolved this issue in favor of the Bakers. Noting that four years had passed since Gabriella Baker's death, the court found that it would be unreasonable to conclude, given the extended duration of that period and the small size of the building, that the landlord did not know that Chantel Baker was not the named tenant, Gabriella Baker. Id. at 47-48. The court cited Chantel Baker's payment of rent by personal check with her name and address

and her conversations with Ms. Leonard in which "she has identified herself as Chantel Baker." Id. at 46-47. While noting that Ms. Leonard "has disputed that that has ever occurred," id. at 47, the court explicitly found Chantel Baker's testimony more credible than Ms. Leonard's. Id. at 49.

Based on the sum of this evidence, the court found that the parties' actions had created "a rental relationship" with respect to Apartment 22. Id. at 48. As a result, the landlord had not met its burden of proving that the Bakers were "squatter[s] with no right to possession." The court therefore denied the landlord's claim for possession and entered judgment in favor of the Bakers.

SUMMARY OF THE ARGUMENT

The trial court properly denied possession to the landlord in this case. The landlord has offered no valid basis for overturning either the trial court's decision to permit Chantel and Chanita Baker to intervene or its ruling that they were tenants rather than "squatters" in their own home.

I. On the question of intervention, the landlord's sole argument for reversal rests on the trial court's decision to waive the Bakers' compliance with Rule 24(c)'s procedural requirement of a written motion to intervene. The court acted within its discretion in doing so, however, for three reasons. First, it is well-established that a court may relieve a party from the procedural requirements of Rule 24 where, as here, the other parties have adequate notice of the intervenor's claims and defenses. Second, waiver of procedural hurdles is particularly appropriate on behalf of parties, like the Bakers, who are proceeding pro se. Third, the landlord has identified no prejudice that resulted from the court's approach. The landlord has not even attempted to argue that the Bakers – the undisputed occupants of the apartment in question and the real target of the

landlord's "Jane Doe" complaint – lacked an interest in the home that entitled them to participate as parties in the case.

Nor could the landlord succeed on such a claim, as the Bakers satisfy all factors for both intervention of right and permissive intervention. Pursuant to Rule 24(a), the Bakers timely appeared in the case, sought participation, and established an interest in the subject matter of the action, i.e., their home. Had the court denied them the right to intervene, they would have been unable to protect that interest; absent their participation, the only party to the case – the nonexistent "Jane Doe" – would undoubtedly have had a default judgment entered against her, and eviction would have followed. Indeed, this Court's decision in McPherson v. District of Columbia Housing Authority, 833 A.2d 991 (D.C. 2003), which held that an occupant must be permitted to intervene following the named tenant's death, virtually compelled the trial court's decision to grant intervention here. Alternatively, because the landlord's claims and the Bakers' defenses involved common "question[s] of law or fact," the court would have acted within its discretion in granting permissive intervention under Rule 24(b).

II. Having permitted the Bakers to intervene, the trial court correctly found that the facts established at trial were sufficient to give rise to an implied landlord-tenant relationship between the Bakers and Reneau Real Estate. "This court will not set aside the judgment of the trial court sitting without a jury unless it is plainly wrong or without evidentiary support." Butler v. Whitting, 647 A.2d 383, 384 (D.C. 1994). The trial court was correct in recognizing that, in the absence of an express lease, a tenancy may arise by implication through the conduct of the parties as landlord and tenant. Moreover, the record in this case contains ample evidentiary support for the trial court's ruling that the parties' conduct created an implied tenancy. The record reflects that, during the four years following her grandmother's death in 1999, Chantel Baker paid rent in

her own name; she requested and received repairs to her apartment; the landlord offered to move her to another unit; and the landlord dealt with her personally as a tenant, including calling her by her name. The trial court credited this testimony over the office manager's testimony that she did not know who Chantel Baker was. The trial court's credibility determination is entitled to deference on appeal, and the sum of the evidence supports its finding that the landlord had implicitly accepted Chantel Baker as a tenant. Having made this factual determination, the court properly found that the landlord had failed in its burden to prove that the Bakers were "squatters with no right to possession," and entered judgment for the Bakers. That ruling should be upheld on appeal.

ARGUMENT

I. THE TRIAL COURT CORRECTLY PERMITTED THE BAKERS TO INTERVENE IN THIS LITIGATION SO AS TO PROTECT THEIR INTEREST IN THEIR HOME.

The trial court was correct in allowing the Bakers to intervene as defendants in this case. The Bakers, who had lived for years in the apartment at issue, had an interest in the unit that the nonexistent "Jane Doe," the nominal defendant, could not protect. As an initial matter, it should be noted that the landlord's argument against permitting the Bakers to participate in this suit is entirely disingenuous. The premise of the landlord's argument is that, by choosing to name "Jane Doe" in the complaint, the landlord could avoid litigating this action against the real parties in interest: the occupants it was attempting to evict. A plaintiff, however, may not escape the duty to prove its case simply by naming an unknown party as the defendant. Because the Bakers were undisputedly the alleged "squatters" named in the complaint, the trial court would have been justified in simply substituting them as the real parties in interest. See Rule 17(a), Superior Court Rules of Civil Procedure; 7C Wright, Miller & Kane, Federal Practice and Procedure:

Civil 2d § 1555, at 414-15 (1986 ed) (noting that Rule 17(a) authorizes substitution where an "honest mistake" has been made as to the proper parties to the action).[2] That the trial court chose to name them as intervenors instead does not alter their right to participate in the lawsuit.

Significantly, the landlord has not seriously challenged the Bakers' right to participate in the action. Instead, the landlord claims only that the trial court should have adhered to the formalities of Rule 24(c) before granting intervention. A trial court, however, has the discretion to dispense with those formalities in appropriate circumstances – particularly where, as here, parties are appearing pro se and where granting intervention will not prejudice the opposing party. The landlord's purely procedural objection does not justify reversal here.

On the merits, furthermore, the Bakers were unquestionably entitled to intervention. Had the court not granted intervention, either as of right or permissively, the landlord would have gained possession against "Jane Doe," the nonexistent named defendant. The landlord then would have sought to evict the Bakers from their apartment. Granting intervention as the court did here was both appropriate and necessary to enable the Bakers to defend their claim to their home.

A. The trial court properly granted intervention without requiring the Bakers to file a written application.

The landlord's challenge to the grant of intervention in this case rests on a single ground: namely, that the trial court committed reversible error in not insisting that the pro se litigants comply with Rule 24(c)'s procedural requirement of filing a motion to intervene that "state[s] the grounds therefor and [is] accompanied by a pleading setting forth the claim or defense for which intervention is sought." Rule 24(c), Superior Court Rules of Civil Procedure. But the trial court

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[2] The landlord itself tacitly acknowledged this fact in arguing that the Bakers had "step[ped] in the shoes" of the nonexistent Jane Doe defendant for the purposes of making protective order payments. 3/10/04 Tr. at 4.

did not err in relieving the Bakers from the requirements of Rule 24(c). Whether to require strict compliance with Rule 24(c), which necessarily depends on the circumstances of each individual case, is a matter within the trial court's discretion, and an appellate court will not ordinarily reverse absent an abuse of that discretion. See, e.g., Gatz v. Southwest Bank, 836 F.2d 1089, 1093 (8th Cir. 1988); Farina v. Mission Inv. Trust, 615 F.2d 1068, 1075 (5th Cir. 1980). No such abuse of discretion occurred here.

1. The trial court had the authority to waive the technical requirements of Rule 24(c).

It is well-established that a court may permit intervention without restricting the intervenor to the procedure set forth in Rule 24, so long as the parties have sufficient notice of the intervenor's position. See 7C Wright, Miller & Kane, Federal Practice and Procedure: Civil 2d § 1914, at 413-15 (1986 ed).[3] "Such lenience is appropriate where the facts and allegations sufficiently apprise the parties of the relevant claim." Gatz, 836 F.2d at 1093. Applying this standard, the courts have permitted intervention without a formal motion;[4] have converted other motions sua sponte into motions to intervene;[5] and have granted motions to intervene even where

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[3] The federal judicial circuits have widely adhered to this approach in applying Federal Rule of Civil Procedure 24(c). See Beckman Indus., Inc. v. International Ins. Co., 966 F.2d 470, 474-75 (9th Cir. 1992); Public Citizen v. Liggett Group, Inc., 858 F.2d 775, 784 (1st Cir. 1988); Gatz, 836 F.2d at 1093; Piambino v. Bailey, 757 F.2d 1112, 1121 (11th Cir. 1985); American Nat'l Bank & Trust Co. v. Bailey, 750 F.2d 577, 582-83 (7th Cir. 1984); Farina, 615 F.2d at 1075; Spring Constr. Co. v. Harris, 614 F.2d 374, 376-77 (4th Cir. 1980). Because D.C.'s Rule 24 is identical to Federal Rule 24, the cases interpreting the federal rule have persuasive force here. See Vale Properties, Ltd. v. Canterbury Tales, Inc., 431 A.2d 11, 14 n.3 (D.C. 1981).

[4] See American Nat'l Bank, 750 F.2d at 582-83 (finding that a party had intervened at the point that it filed a counterclaim against one of the main parties, even though it neglected to file a motion to intervene before submitting pleadings in the case).

[5] See Gatz, 836 F.2d at 1093 (noting that the district court had discretion to treat a motion to enforce a settlement agreement as a motion to intervene and affirming judgment in favor of intervenor); Farina, 615 F.2d at 1075 (granting intervention based on the Federal Deposit Insur-

the applicant failed to submit a pleading as required by the rule.[6] This substance-over-form approach serves the goal of Rule 24 – to "promote judicial economy by facilitating the resolution of related issues in a single lawsuit," Calvin-Humphrey v. District of Columbia, 340 A.2d 795, 798 (D.C. 1975) – by affording trial courts the discretion to hear the claims and defenses of all proper parties and accord relief among them.

In this case, the trial court was soundly within its discretion in granting the Bakers intervenor status without requiring a formal motion. Both the court and the landlord were fully aware of the Bakers' claims. During the initial hearing in this case on February 18, 2004, Chantel Baker explained that she had occupied the apartment in question since childhood and that she had continued to live there and pay rent after her grandmother's death. 2/18/04 Tr. at 4. She further stated that she and her sister hoped to remain in the home with a lease. 2/18/04 Tr. at 7. These statements, made in response to the landlord's claim in its Complaint that the occupants were "squatter[s] with no right to possession," were more than sufficient to apprise the court of the Bakers' claim: that they had a right to occupy the apartment as tenants. Requiring the Bakers to file a written motion and pay the motion fee – particularly in the landlord-tenant context, where defendants are not required to file any responsive pleadings at all[7] – would have served no

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ance Corporation's motion to remove the case to federal court and noting that "[a]lthough FDIC did not formally file a motion to intervene, as specified in Rule 24(c), it was within the discretion of the District Court to treat the motion to remove as also a motion to intervene").

6 See Beckman, 966 F.2d at 474-75 (finding intervention proper where the movant failed to submit a pleading, as required by Rule 24(c), because the motion to intervene "describe[d] the basis for intervention with sufficient specificity to allow the district court to rule"); Piambino, 757 F.2d at 1121 (same); Spring, 614 F.2d at 376-77 (same).

7 See Superior Court Rules of Civil Procedure, Landlord and Tenant Branch, Rule 5(a).

substantive purpose, for either the court or the landlord. The trial court did not err in relieving the Bakers from that formality.

Multi-Family Management, Inc. v. Hancock, 664 A.2d 1210 (D.C. 1995) – the only case the landlord cites in appealing the grant of intervention – is not to the contrary. In Multi-Family, the trial court, purporting to exercise its equitable authority, awarded a portion of a rent abatement to a non-party, the Department of Housing and Urban Development (HUD), that had never intervened or otherwise sought participation in the case. This Court found that the trial court had exceeded its authority because HUD had not been involved in the case in any way prior to the court's sua sponte monetary award. See id. at 1217-18. [8] Here, by contrast, the Bakers were involved in this suit for possession from the outset. They appeared for the initial return date on February 4, 2004, and received a continuance (see Praecipe of 2/4/04); they appeared before the court on February 18, 2004, for the initial hearing, as well as at all subsequent proceedings; and they consented to paying a protective order covering the monthly rent for the apartment (see id.). The court below therefore did not, as in Multi-Family, improperly become "an advocate for a third party not involved in the lawsuit." 664 A.2d at 1219 (quoted in Brief of Appellant, at 4). The Bakers were part of this suit from the start, advocating on their own behalf. Granting intervention merely formalized their involvement by making them named parties to the case.

Nothing in Multi-Family supports the landlord's position that a trial court cannot sua sponte invite parties who have sought to participate in litigation, as the Bakers did here, to inter-

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[8] The Multi-Family case produced three separate opinions, none of which fully garnered a majority. Judges Ferren and Steadman joined in ruling that the trial court's sua sponte award to HUD, without inviting it to become a party to the case, was improper. See 664 A.2d at 1224. Judge Steadman agreed with Judge Farrell, however, that the court had the power to invite HUD into the case and make a monetary award to the agency even if neither of the original parties sought such a remedy. See id. The Court thus ultimately reversed the trial court's award to HUD and remanded the case with instructions to invite the agency to intervene to claim its portion of the abatement. See id. at 1211, 1225.

vene without filing a formal motion. To the contrary, the separate opinions in Multi-Family encourage trial courts to invite intervention in appropriate circumstances. See 664 A.2d at 1224 (Steadman, J.) ("[T]he appropriate course of action was to invite HUD to make its case to the court. While equitable discretion might exist to allow such a showing to be made in a less formal way, it would seem the most appropriate mechanism would be intervention by HUD under Super. Ct. Civ. R. 24. I have no doubt that a trial court has the discretion sua sponte to invite intervention.") (emphasis added); id. at 1223 (Ferren, J.) ("Of course the trial court lawfully could have exercised discretion to invite HUD to participate."). Here, the trial court did exactly that: Exercising its discretion, the court sua sponte invited the Bakers to make their case for intervention and, satisfied by their claim, permitted them to intervene in the suit. Multi-Family supports rather than undermines that action.

2. The Bakers, acting pro se, were entitled to particular consideration from the trial court.

Relief from the technical requirements of Rule 24 is especially appropriate where, as here, a party is proceeding pro se. This Court has recognized that, "[i]n matters involving pleadings, service of process, and timeliness of filings, pro se litigants are not always held to the same standards as are applied to lawyers." Macleod v. Georgetown Univ. Med. Cent., 736 A.2d 977, 980 (D.C. 1999); see Moore v. Agency for Int'l Dev., 994 F.2d 874, 877 (D.C. Cir. 1993) ("Pro se litigants are allowed more latitude than litigants represented by counsel to correct defects in service of process and pleadings."); Johnson-El v. District of Columbia, 579 A.2d 163, 166 (D.C. 1990) ("[P]ro se complaints must be construed liberally in favor of the plaintiff.").

In particular, a trial court may choose to relieve pro se parties of "the merely technical, rather than substantive, rules of procedure." Macleod, 736 A.2d at 980. The Macleod decision set forth several factors a court should consider in assessing whether to hold pro se litigants in

strict compliance with the rules. Relevant issues include the procedural versus substantive nature of the rule at issue; whether the litigant chose to represent himself; and the nature of the alleged violation and requested remedy. See id. at 980-82. Each of these factors supports the trial court's decision in this case. First, the court's decision not to require a written motion involved only the technical elements of Rule 24 and not its substantive aspects. As discussed more fully infra, the Bakers satisfied all the substantive criteria for intervention under the Rule; the trial court's sua sponte waiver of Rule 24(c) ("Procedure") affected only the form by which they would become involved in the case. The procedural nature of Rule 24(c) places it in the same category as rules addressing "pleadings, service of process, and timeliness of filings" – the type of rule applied less strictly to pro se litigants. Id. at 980.

Second, the Bakers did not choose to proceed unrepresented. In setting forth guidelines for the treatment of pro se litigants, Macleod emphasized the degree to which a party is responsible for its own lack of representation: The Court distinguished between pro se prisoners, whose "choice of self-representation is less than voluntary" due to the handicaps of incarceration, and the civil tort action at issue, in which the plaintiff could have obtained representation on a contingency basis for his tort claim but chose not to. See id. at 981-82. The former litigants, the Court held, were entitled to greater solicitude because they – unlike the tort plaintiff – did not voluntarily pursue litigation without the assistance of counsel. See id. Likewise, the Bakers' pro se status was not of their own choice. To the contrary, they sought the assistance of the D.C. Law Students in Court Program, which apparently provided advice initially but could not represent them in the case. 2/18/04 Tr. at 4. Although the record does not reflect whether the Bakers sought other representation, the nature of this landlord-tenant case, which involved no possibility

of monetary recovery, distinguishes it from those civil cases in which attorneys are available to represent plaintiffs on contingency.[9]

Third, the issues at stake in this case warrant every possible consideration in favor of the pro se tenants. Unlike the tort plaintiff in Macleod, who at best hoped to recover money for his injury, the Bakers stood to lose their home. "[T]he risk of being evicted from one's home . . . amounts to irreparable injury that money damages cannot remedy." Lee v. Christian Coalition of Am., Inc., 160 F. Supp. 2d 14, 32-33 (D.D.C. 2001). Before ousting the Bakers from their home, the trial court was entitled, if not obligated, to ensure that they had the opportunity to defend their right to possession, including granting them leave to participate as parties to this case. Doing so without a written motion, as the trial court did here, falls well within the scope of assistance that courts may provide to pro se litigants to help them protect their rights.

3. The landlord has identified no prejudice resulting from the trial court's failure to require a written application.

Although the landlord has objected on procedural grounds to the trial court's action, it has utterly failed to identify any harm resulting from the court's grant of intervention. It should be noted that, by filing this action against "Jane Doe," the landlord knowingly created a situation in which any occupant of the apartment would be required to seek leave to become a party in order to protect his or her rights. Having virtually forced intervention by some party, the landlord

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[9] It should be noted that the Bakers' pro se status is hardly unusual in landlord-tenant court. Only one percent of tenants in the Landlord and Tenant Branch have counsel, in contrast to the 86 percent of landlords who have counsel. See Final Report of the D.C. Bar Public Service Activities Corporation Landlord Tenant Task Force 5 (August 1998).

Moreover, pro se tenants in landlord-tenant court face particular difficulty in navigating the complex substantive law and procedural hurdles of the court process. As the Landlord Tenant Task Force found, "many pro se litigants" in landlord-tenant court – the vast majority of whom are tenants – "either do not understand their legal rights and obligations, or encounter difficulty in asserting their rights, or both." Id.

has not argued, either in the trial court or on appeal, that the Bakers did not qualify to intervene; rather, its entire objection rests on their failure to file a written motion. 2/18/04 Tr. at 7-8; Brief of Appellant, at 3-4. Although the landlord's brief refers generally to "possible legal obstacles" precluding intervention, Brief of Appellant at 4, it does not identify those potential "obstacles," nor does it suggest why they would make intervention erroneous.

Had the court required the Bakers to follow the strict requirements of Rule 24(c) and file a written motion to intervene, the result would have been the same. As discussed infra, the Bakers meet the requirements of Rule 24(a) and 24(b) for both intervention of right and permissive intervention. As a result – and particularly given the liberal purpose and construction of the Rule and its goal of bringing in all interested parties – the trial court would have erred had it not permitted them to intervene.

Especially absent any showing of prejudice to the landlord, the trial court's decision to waive the strict requirements of Rule 24(c) does not warrant reversal. "The Superior Court Rules of Civil Procedure manifest a preference for resolution of disputes on the merits, not on technicalities of pleading." Keith v. Washington, 401 A.2d 468, 470 (D.C. 1979). In order to demonstrate reversible error, the landlord must offer some reason that requiring a written motion to intervene would have altered the outcome of the motion. See, e.g., Industrial Bank v. Allied Consulting Servs., 571 A.2d 1166, 1168 (D.C. 1990) (finding that the plaintiff's failure to specify its grounds for recovery did not warrant dismissal because the defendants understood "the theory of the complaint" and could show no "surprise or other prejudice" from the plaintiff's failures); Estate of Presgrave v. Stephens, 529 A.2d 274, 279 (D.C. 1987) (finding that the trial court's decision to convert a show-cause hearing into trial on the merits, without specific notice to the parties, was not reversible error because the losing party could show no prejudice from the unortho-

dox procedure). Because the landlord has offered no reason, at trial or on this appeal, to conclude that it was prejudiced by the trial court's choice to waive strict compliance with Rule 24(c), that choice should stand.

B. On the merits, the Bakers satisfied all criteria for intervention under Rule 24.

1. The Bakers were entitled to intervene as a matter of right pursuant to Rule 24(a).

Chantel and Chanita Baker satisfied all criteria for intervention of right in this case. Rule 24(a) provides that

> Upon timely application, anyone shall be permitted to intervene in an action . . . when the applicant claims an interest relating to the property or transaction which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

Rule 24(a), Superior Court Rules of Civil Procedure. In assessing whether intervention is proper, the trial court therefore must consider the Rule's four factors of timeliness, interest in the action, impairment of the ability to protect that interest, and adequacy of representation by the existing parties. See, e.g., McPherson v. District of Columbia Housing Auth., 833 A.2d 991, 994 (D.C. 2003); Calvin-Humphrey, 340 A.2d at 798. A trial court's ruling on intervention is reviewed de novo to the extent it is based on questions of law, and otherwise is reviewed for abuse of discretion. See McPherson, 833 A.2d at 994.

This Court has "recognized that Rule 24(a) 'should be liberally interpreted.'" Robinson v. First Nat'l Bank, 765 A.2d 543, 544 (D.C. 2001) (quoting Vale Properties, Ltd. v. Canterbury Tales, Inc., 431 A.2d 11, 14 (D.C. 1981)). The purpose of the Rule is to involve "as many apparently concerned persons as possible" in a given lawsuit, without compromising judicial efficiency and due process. Calvin-Humphrey, 340 A.2d at 799. "Properly applied, the Rule should

promote judicial economy by facilitating the resolution of related issues in a single lawsuit, while preventing litigation from becoming unmanageably complex." Id. The Court has shown particular concern for the rights of non-parties in the context of landlord-tenant litigation, where intervention is often necessary to provide residents not named as parties with a chance to defend their homes. See McPherson, 833 A.2d 991; Robinson, 765 A.2d 543.

In a case almost identical to the one at bar, the Court in McPherson recently addressed the rights of a household member after the death of the named tenant. Reversing the trial court's denial of intervention, the Court found that the occupant had to be permitted to intervene in a suit for possession against her deceased mother in order to assert her "protectable interest" in the property that "arose from her continued occupancy of the unit after her mother's death." 833 A.2d at 994-95. The Court found that the occupant, who had lived in the unit before and after her mother's death, had satisfied all factors in favor of intervention. First, her occupancy of the unit gave her an "interest" in the litigation, even if she did not have a rental contract with the landlord. Id. at 995. Second, allowing the suit to proceed without her, which would inevitably result in eviction, would "impair[] or impede[] her ability to protect that interest"; and, third, no other party to the case could protect the interest. Id. Accordingly, intervention was required under Rule 24(a). See id.; see also Robinson, 765 A.2d at 543-45 (reversing the denial of intervention by an occupant who claimed she was a tenant of the named defendant, and finding that intervention was necessary to enable the occupant to protect her interest in the property).

McPherson not only supports, but virtually compels, the trial court's decision that the Bakers were entitled to intervene under Rule 24(a). First, the Bakers' application was timely. They appeared for the initial return date on February 4, 2004, and the trial court granted intervention just two weeks later, before it had even set a trial date. The court then scheduled a trial for

April 21, 2004, barely two months later. Second, the Bakers, like the occupant in McPherson, have an interest in the subject of the suit, i.e., the home they have occupied for years. Like the daughter in McPherson, the Bakers sought intervention in order to assert the claim that they became tenants of the property in question following the death of the named tenant. Permitting them to do so as intervenors "facilitate[ed] the resolution" of all possession issues by involving "as many apparently concerned persons as possible" in the lawsuit. Calvin-Humphrey, 340 A.2d at 799.

Third, had the Court denied intervention, the Bakers would have been unable to protect their interest in the property. Because the named defendant, "Jane Doe," did not exist, nobody other than the Bakers was available to defend against the claim for possession. Absent intervention, eviction surely would have followed. See McPherson, 833 A.2d at 995 ("Eviction would oust Ms. McPherson from the housing unit, and allowing the underlying eviction action to occur without Ms. McPherson as a party impairs or impedes her ability to protect [her] interest."); Robinson, 765 A.2d at 545 (noting that, if the occupant were a tenant, the case would "impair or impede her ability to protect her interest," as "it would eliminate her tenancy").

Finally, the Bakers' interest could not be adequately protected by the nonexistent "Jane Doe." Accordingly, the Bakers satisfy the fourth factor in favor of intervention as of right. See McPherson, 833 A.2d at 995 (finding that, because the named defendant was dead, "there are no other parties to the action who can protect Ms. McPherson's interest").

2. In the alternative, permissive intervention was justified under Rule 24(b).

The trial court would also have been justified in granting permissive intervention to the Bakers under Rule 24(b).[10] That provision permits intervention whenever a common "question of law or fact" exists between the applicant's claim or defense and the issues in the main case, so long as intervention would not "unduly delay or prejudice the adjudication of the rights of the original parties." Rule 24(b), Superior Court Rules of Civil Procedure. Whether to grant permissive intervention falls within the sound discretion of the trial court. See id.; see also Nuesse v. Camp, 385 F.2d 694, 704 (D.C. Cir. 1967); 7C Wright, Miller & Kane, Federal Practice and Procedure: Civil 2d § 1913, at 376 (1986 ed.) (noting that the scope for the court's discretion is wider under Rule 24(b) than Rule 24(a)).

This case presents no abuse of discretion warranting reversal under Rule 24(b). The landlord's claims and the Bakers' defenses involve "common question[s] of law or fact" under Rule 24(b), i.e., the existence of a tenancy and entitlement to possession of the apartment at issue. Moreover, granting intervention did not delay the adjudication of this case. As discussed above, the court granted intervention only two weeks after the initial return date, before it had even scheduled the trial. The landlord has alleged no delay – undue or otherwise – resulting from the trial court's actions. Indeed, given the timeliness of the Bakers' application, the common questions of law and fact, and the absence of any other party to litigate against the landlord on those questions, it would have been an abuse of discretion for the trial court to deny intervention under Rule 24(b).

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[10] The trial court did not specify whether it was granting intervention pursuant to Rule 24(a) ("Intervention of Right") or 24(b) ("Permissive Intervention"). See 2/18/04 Tr. at 7-8.

II. THE TRIAL COURT CORRECTLY FOUND THAT THE LANDLORD WAS NOT ENTITLED TO POSSESSION.

The trial court held, after a bench trial, that the Bakers were tenants, not squatters, in the apartment that had long been their home. The landlord offers no valid basis to overturn that holding.

"This court will not set aside the judgment of the trial court sitting without a jury unless it is plainly wrong or without evidentiary support." Butler v. Whitting, 647 A.2d 383, 384 (D.C. 1994) (quoting D.C. Code § 17-305(a)); see Queen v. Postell, 513 A.2d 812, 816 (D.C. 1986) ("[T]his court has 'no power to weigh the evidence or to pass upon the credibility of witnesses.'") (quoting V.E.M. Hotel Service, Inc. v. Uline, Inc., 190 A.2d 812, 813 (D.C. 1963)). The trial court was not "plainly wrong" in recognizing, consistent with this Court's decisions, that a lease agreement need not be express, but may be implied from the parties' conduct, such as the landlord's acceptance of rent from the tenant over an extended period of time. Nor does the landlord suggest otherwise here. The trial court's finding of an implied lease agreement has ample evidentiary support on the record of this case, including the landlord's acceptance of rent from Chantel Baker, its performance of repairs to the Bakers' unit, its dealings with Chantel Baker by name, and its offer to move the Bakers to another apartment. Furthermore, the court found that, to the extent that the parties' versions of events conflicted, Chantel Baker was more credible than the landlord's witness. 4/21/04 Tr. at 49.

There is no merit to the landlord's argument that the trial court erred in its allocation of the "burden of proof." Brief of Appellant, at 5-6. As the plaintiff, the landlord had the burden of persuading the trial court that the Bakers were, as it claimed in its Complaint, "squatter[s] with no right to possession." See Nader v. De Toledano, 408 A.2d 31, 48 (D.C. 1979) (noting that the

plaintiff bears the burden of persuasion on all elements of its case). The trial court's conclusion that the landlord failed to meet that burden was fully justified on the record here.

A. Even absent an express lease agreement, a landlord-tenant relationship may arise from the parties' course of dealing.

The central issue at trial, which the court resolved in the Bakers' favor, was whether they had a landlord-tenant relationship with Reneau Real Estate. A lease, like any other contract, need not be expressed in words, but may be implied by the course of the parties' conduct. See Emerine v. Yancey, 680 A.2d 1380, 1383 (D.C. 1996) (noting that an implied contract "is a true contract, containing all the necessary elements of a binding agreement; it differs from other contracts only in that it has not been committed to writing or stated orally in express terms, but rather is inferred from the conduct of the parties in the milieu in which they dealt") (citations omitted); Providence Hosp. v. Dorsey, 634 A.2d 1216, 1219 n.10 (D.C. 1993) ("When [an agreement] is manifested by conduct, it is said to be implied in fact."). In evaluating whether the parties have an implied contract, the trial court must determine whether the dealings between the parties, viewed from the objective of a reasonable person, reflect the existence of a contractual relationship. See Roebling v. Dillon, 288 F.2d 386, 388 (D.C. Cir. 1961) ("In determining the existence of an implied-in-fact contract, . . . the conduct of the parties is to be viewed as a reasonable person would view it in all the circumstances."). Because this issue "usually resolves itself into a question of fact, at least when the evidence is conflicting," Burgess v. Grooms, 81 A.2d 338, 339 (D.C. 1951), the trial court's finding is entitled to deference on appeal.

In the rental housing context, an implied lease may arise from the conduct of the parties regarding the premises. See Young v. District of Columbia, 752 A.2d 138, 154 (D.C. 2000) (recognizing that "[a] landlord-tenant relationship does not arise by mere occupancy of the premises," but requires "an express or implied contractual agreement") (emphasis added). "Whether a

landlord-tenant relationship exists depends on the circumstances surrounding the use and occupancy of the property," including "the payment of rent and other conditions of occupancy between the parties," as well as any express statements of the parties. Id. at 143. This inquiry necessarily involves a case-by-case analysis to determine whether the parties' conduct has created an implied tenancy arrangement. In Madden v. Badgett, 96 A.2d 276 (D.C. 1953), for example, the Court considered the status of parties who originally had been subtenants, but who remained in possession after the main tenant abandoned the premises. See id. at 277. The court found that, because the owner knowingly permitted the subtenants to remain and continued to accept rent from them, the parties had created a new implied tenancy. See id. Similarly, in Young, the Court focused on the tenant's payment of rent and the scope of his physical possession, noting the tenant's alleged oral agreement to pay half of the rent for the right to occupy the entire rental unit. See 752 A.2d at 143-44. The Court found these two factors sufficient to create a factual dispute on the question of tenancy, warranting submission of the issue to the jury. See id. at 145.

Anderson v. William J. Davis, Inc., 553 A.2d 648 (D.C. 1989), this Court's only other modern case discussing the implied landlord-tenant relationship, turned on facts quite different from those in Young and Madden. In Anderson, the Court found that employees who received housing in exchange for maintenance work at an apartment building were not "tenants" and therefore were not entitled to continue living in the unit after their employment ended. See id. at 650. Focusing on the circumstances of their occupancy, the Court noted that the employees "did not pay rent, did not have a lease, and were allowed to occupy the owner-landlord's apartment only as an incident to the services they provided." Id. Unlike the occupants in Young or Madden, they had offered no evidence suggesting that they had conducted themselves as tenants or

that the landlord had dealt with them as such. Accordingly, absent any factors suggesting a landlord-tenant relationship, the employees could not qualify as "tenants" entitled to legal protection.

B. The trial court did not err in finding an implied lease in this case.

The landlord in this case does not dispute that parties, through their conduct, may create an implied tenancy. See Brief of Appellant, at 7. The landlord also does not dispute, as a matter of law, that the conduct found by the trial court is sufficient to establish a tenancy. It does not contest, for example, that an implied tenancy may arise from: 1) the acceptance of rent from the occupant on checks with the occupant's name; 2) the landlord's repeated dealings with the occupant by name; 3) performance of repairs at the occupant's request; and 4) an offer to move the occupant to a different unit in order to receive a higher rent. The landlord merely disputes that the evidence at trial was sufficient to establish such conduct.

The landlord cannot succeed on this claim. The trial court's factual findings must be upheld in the absence of plain error or total lack of evidentiary support, see Butler, 647 A.2d at 384, neither of which the landlord can establish here. This case exhibits all the standard indicia of tenancy other than an express lease, including the landlord's acceptance of rent, performance of repairs, and dealings with the occupant as a tenant. The trial court properly relied on these facts to find an implied contract between Reneau Real Estate and the Bakers.

1. Acceptance of rent. The landlord accepted rent from Chantel Baker, paid by check in her own name, for four years. 4/21/04 Tr. at 28-29. Chantel Baker testified that, when she submitted these checks in person at the landlord's office, the office manager, Ms. Leonard, called her by name and provided her with receipts. Id. at 29. The acceptance of rent is a key factor in establishing an implied landlord-tenant relationship. Compare Madden, 96 A.2d at 277 (noting payment of rent by the purported tenants), with Anderson, 553 A.2d at 650 (noting that the de-

fendants were not tenants because, inter alia, they "did not pay rent"). The landlord does not dispute that it accepted rent from Chantel Baker.

The landlord does argue, however, that this fact does not support the finding of a landlord-tenant relationship because the landlord regularly accepts third-party checks, and believed Chantel Baker's checks to be paid on behalf of Gabriella Baker. See Brief of Appellant, at 7. That the landlord accepts third-party checks – a fact on which the landlord relies on appeal – is simply beside the point. The relevant issue is not whether the landlord regularly accepts third-party checks, but whether, in this case, it believed Chantel Baker to be paying rent as a tenant on her own behalf or as a "third party" on behalf of Gabriella Baker. The trial court justifiably resolved this issue in Chantel Baker's favor. In addition to Chantel Baker's testimony that the landlord knew her identity when it accepted her rent, 4/21/04 Tr. at 29, Ms. Leonard admitted that Chantel Baker's rent checks bore her name and the address of the property in question, 1825 Vernon St. N.W., Apartment 22. Id. at 38. These documents, two of which were submitted into evidence at trial, strongly suggest that Chantel Baker was occupying Apartment 22 as a tenant rather than paying on behalf of another tenant, as the landlord claims to have believed. At the very least, the evidence was sufficient to permit the trial court to find that the landlord could not reasonably have believed, some four years after Gabriella Baker's death, that Chantel Baker was paying rent not on her own behalf, but on behalf of her deceased grandmother.

2. Calling Chantel Baker by name. The evidence at trial supports the finding that during the four years following Gabriella Baker's death, the landlord's office manager, Ms. Leonard, had regular contact with Chantel Baker and knew her identity. Chantel Baker testified that, when she paid her rent, Ms. Leonard called her by name. 4/21/04 Tr. at 29 ("She called me by name before"); id. at 33 ("She's addressed me by name before when I come in to pay the rent.").

Additionally, Chantel Baker testified that, during the previous four years, she had called Ms. Leonard more than 20 times to request repairs to the unit, identifying herself in doing so: "I said this is Chantel Baker calling from apartment – I always identified the apartment – I mean, the address and the apartment number, and told her what the problem was." Id. at 31.

The landlord disputes Chantel Baker's account, claiming that Ms. Leonard believed, as she testified, that Chantel Baker was Gabriella Baker. See Brief of Appellant at 7-8. To the extent that the witnesses' versions of events conflicted, the trial court explicitly resolved the credibility dispute in Chantel Baker's favor; i.e., it did not believe Ms. Leonard's testimony that she did not know who Chantel Baker was. 4/21/04 Tr. at 49. An appellate court has no power to disturb the trial court's judgment regarding credibility of witnesses. Queen, 513 A.2d at 816. That the landlord may disagree with the trial court's decision to believe Chantel Baker rather than Ms. Leonard is not a basis for disturbing the court's ruling on appeal.

3. Performance of repairs. Chantel Baker testified that, on the more than 20 occasions on which she called to request repairs, the landlord responded to her requests, including replacing the refrigerator and the stove and attending to a collapsed ceiling. 4/21/04 Tr. at 32. The landlord did not dispute this testimony. Performance of repairs, like acceptance of rent, is a central element of the landlord-tenant relationship. See, e.g., Javins v. First Nat'l Realty Corp., 428 F.2d 1071, 1081 (D.C. Cir. 1970). The evidence that the landlord performed repairs at Chantel Baker's request over a four-year period – particularly expensive repairs, such as replastering the ceiling and replacing appliances – reinforces the existence of an implied landlord-tenant arrangement, and supports the trial court's conclusion that the landlord viewed Chantel Baker as the tenant of Apartment 22.

4. Offer to move the Bakers to another unit. Chantel Baker also testified that Paul Reneau, an agent of the landlord, offered to move her as a tenant to another unit so that he could lease her apartment at a higher rent. 4/21/04 Tr. at 29-30 ("He asked me would I consider moving to another – he can move me to another place because he can make more money because he's not getting market rent for that apartment."). As with the testimony regarding repairs, the landlord did not dispute at trial that such an offer had been made. The offer to move the Bakers to a different unit wholly supports the existence of a landlord-tenant relationship; if the landlord did not believe the Bakers to be tenants of Apartment 22, it would have felt no need to offer them a different unit in exchange for giving up the original one.

In sum, Chantel Baker's testimony is more than sufficient to support the trial court's finding of a landlord-tenant relationship. In addition to the acceptance of rent, crucial in Young and Madden, the evidence indicates that the landlord performed necessary repairs upon request by Chantel Baker and that it acknowledged her right to occupy the unit by offering to move her to another unit. The evidence that Ms. Leonard called Chantel Baker by name also supports the inference that the landlord knew who Chantel Baker was and that she was occupying the unit as a tenant. See Madden, 96 A.2d at 277 (denying eviction because "with full knowledge of the facts the landlord had accepted the Badgetts as tenants"). These facts, taken together, substantiate the court's finding that an implied tenancy arose between the landlord and the Bakers following Gabriella Baker's death in 1999.

On several of these points, such as performance of repairs, the Bakers' version of events is undisputed; on the remaining issues, as to which Ms. Leonard contradicted the Bakers' account, the trial court explicitly found Chantel Baker to be the more credible witness. Issues of credibility are particularly within the trial court's province. See In re M.A.C., 761 A.2d 32, 42

(D.C. 2000); Johnson v. United States, 616 A.2d 1216, 1234 (D.C. 1992) ("[T]his court must defer to the trial court's credibility determinations."). Moreover, its ultimate factual conclusion, that "all the actions that were taken were consistent with a rental relationship," 4/21/04 Tr. at 48, is subject to reversal only if it was "plainly wrong or without evidentiary support." Butler, 647 A.2d at 384. The landlord has failed to satisfy this stringent standard for appellate review.

Finally, the landlord's reliance on Scott v. H.G. Smithy Co., 53 A.2d 45 (D.C. 1947), is misplaced. Smithy concerned the payment of rent by a wife after her husband, the leaseholder, had vacated the unit. For three months, the wife paid rent on her husband's behalf and received receipts issued in his name. See id. at 45-46. The husband then gave notice to terminate the tenancy and the landlord moved to evict the wife from the unit; the wife defended, claiming that she was a tenant in her own right. See id. The court found that mere acceptance of rent from the wife did not create a tenancy between her and the landlord "since it clearly appears that she paid the rent as that due by her husband and the landlord accepted it in that manner." Id. at 46 (emphasis added).

Smithy contrasts directly with the facts found by the trial court here. As discussed above, Chantel Baker testified that she was paying rent on her own behalf, not for Gabriella Baker, and that the landlord accepted it on that basis. 4/21/04 Tr. at 29. Moreover, in this case, unlike in Smithy, the landlord continued to accept rent from Chantel Baker long after the termination of the named leaseholder's tenancy. Compare Brief of Appellant, at 8 ("Gabriella Baker's death terminated her tenancy.") with Smithy, 53 A.2d at 45-46 (noting that wife paid rent to the landlord only before the husband gave notice terminating his lease). This case also includes evidence of other factors not present in Smithy, such as repair requests and an offer to move the Bakers to

another unit, that imply a landlord-tenant relationship. Each of those factors supports the court's finding of a tenancy here.

C. The goals of the Rental Housing Act support the trial court's finding of a landlord-tenant relationship.

The trial court's finding in the Bakers' favor furthers the housing-preservation goals of the D.C. Rental Housing Act. The Act recognizes, among other things, the "severe shortage of rental housing available to citizens of the District of Columbia," which is "felt most acutely among low- and moderate-income renters, who are finding a shrinking pool of available dwellings." D.C. Code § 42-3505.01. To address these difficulties, the Act includes a number of protections for tenants, including rent control, limits on the landlord's ability to evict a tenant without cause, and protection against retaliation. See generally id. §§ 42-3502; 42-3505.01, 3505.02.

Protecting individuals such as the Bakers, who have an implicit but not express tenancy agreement, falls squarely within this remedial framework. Particularly in low-income families, where several generations may occupy the same household,[11] it may not be unusual for an occupant to take over the responsibilities of tenancy – as Chantel Baker did here – after the named tenant dies or becomes incapacitated. In those circumstances, especially where the landlord has acquiesced, the occupant may not recognize any need to execute a lease with the landlord or otherwise formalize her tenant status. Unless such individuals receive the protections of tenancy, they are vulnerable to eviction as "squatters" at any time, including when the landlord seeks to raise the rent beyond the limits of the rent control law or to retaliate for an individual's exercise of his or her rights as tenants. See 4/21/04 Tr. at 29 (testimony of Chantel Baker) ("He [Paul Reneau] asked me if he could put me somewhere else because he can make more money off the

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[11] In the District of Columbia, for example, more than 24,000 children live with grandparents or other non-parent caregivers. See U.S. Census Bureau, 2000 Census Data, located at http://factfinder.census.gov.

unit. He can get market rent for it."). Refusing to recognize a tenancy in these residents would permit landlords to treat them as tenants so long as it benefits the landlord, but to terminate the tenancy when it becomes inconvenient, troublesome, or unprofitable. The Rental Housing Act, together with the rule that occupants may become tenants under the Act without an express lease, is designed to prevent such displacement of these individuals from their homes.

CONCLUSION

For the foregoing reasons, the judgment of the superior court should be affirmed.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing Brief of Appellees Chantel and Chanita Baker to be delivered by first-class mail, postage prepaid, this 17th day of December 2004, to:

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