NICOLE AYAG 3124 Stafford St. Baltimore, MD 21229	*	IN THE CIRCUIT COURT
Plaintiff,	*	FOR
v.	*	BALTIMORE CITY
	*	
SINGH PLASTIC LLC, 1916 Crain Highway S Suite 17 & 18 Glen Burnie, MD 21061	*	CASE NO:_____
	*	
Serve on: Resident Agent Mansher Singh 1916 Crain Highway S Suite 17 & 18 Glen Burnie, MD 21061	*	
AND	*	
PAY YOUR RENT PROPERTY MANAGEMENT, LLC PO Box 2437 Glen Burnie, MD 21060	*	
	*	
Serve on: Resident Agent Millisia Brown 1916 Crain Highway Glen Burnie MD 21061	*	
	*	
AND		
	*	
MILLISIA “MILLIE” BROWN 1916 Crain Highway Glen Burnie, MD 21061	*	
	*	
Defendants.		
	*	

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COMPLAINT AND PRAYER FOR JURY TRIAL

Nicole Ayag, Plaintiff, by and through undesigned counsel, files this action against the Landlords and Property Management companies, Singh Plastic, LLC, Pay Your Rent Property Management, LLC, and Millisia "Millie" Brown. The Plaintiff states the following in support:

BACKGROUND

Defendants breached a written contract executed as a lease agreement for real property when they increased the monthly rental payments during the life of the lease agreement and attempted to collect the increased rent through threats of eviction and legal actions, in violation of consumer protection statues.

PARTIES

1. Plaintiff is a resident of Baltimore City, Maryland.

2. Defendant Singh Plastic LLC is a limited liability company organized under Maryland law. It is the owner of the subject property.

3. Defendant Pay Your Rent LLC is a limited liability company organized under Maryland law. It is the property management company for the subject property. Its logo is as follows:



4. Millie Brown is employed in Anne Arundel County and the person whom the Plaintiff interacts with in relation to the Property. She is the agent of Pay Your Rent LLC.

JURISDICTION AND VENUE

5. Jurisdiction may properly be exercised by this Court over Defendants pursuant to §§ 6-102, 6-103 of the Courts and Judicial Proceedings Article of the Maryland Code. Defendants regularly conduct business in Baltimore City, Maryland, the property is located in Baltimore City, Maryland, and the cause of action arose in Baltimore City, Maryland.

6. Venue is proper in this Court pursuant to § 6-201 of the Courts and Judicial Proceedings Article of the Maryland Code, because Defendants regularly conduct business in Baltimore City, Maryland, the property is located in Baltimore City, Maryland and the cause of action arose in Baltimore City, Maryland.

FACTS COMMON TO ALL COUNTS

7. On or about April 1, 2013, Plaintiff (Nicole Ayag) entered into a residential lease for real property known as 3124 Stafford Street, Baltimore, MD 21229 (the "Property") with the then owner, JTR Corporation. The April 2013 lease was a five-year term lease with an expiration date of March 31, 2018.

8. The Plaintiff agreed in the April 2013 lease to pay a monthly rent of $850.00 from April 1, 2013 to March 31, 2018, with the condition that she continues to work for Three Brothers. If Plaintiff stopped working for Three Brothers during this period, her rent would have been $1,173.00.

9. The April 2013 lease agreement included a rent increase starting April 1, 2018 to March 31, 2023 of $30; totaling a monthly rental payment of $880 per month until March 2023,

with the condition that Plaintiff continues working for Three Brothers. If during this period Plaintiff stopped working for Three Brothers Plaintiff's rental payment would have increased to $1,213.00.

10. On or about April 1, 2018, Plaintiff renewed her lease with JTR Corporation for a five-year term lease with an expiration on March 31, 2023.

11. The Plaintiff agreed in the current lease, signed April 2018, to pay a monthly rental amount of $880 per month from April 1, 2018 to March 31, 2023 under the condition that she continues working for Three Brothers.

12. If, between April 2018 to March 2023, Plaintiff stopped working for Three Brothers her rental payment would have been $1213.00. Plaintiff continued working for Three Brothers.

13. The Plaintiff agreed in the current lease, signed April 1, 2018, that between April 1, 2023 to March 31, 2028, Plaintiff would pay a monthly rental amount of $910.00.

14. If between April 2023 and March 2028, Plaintiff stopped working for Three Brothers Plaintiff's rent would increase to $1253.00 per month.

15. Plaintiff worked for Three Brothers in 2013 and still works for Three Brothers to present-day.

16. Pursuant to the lease agreement, Plaintiff's current monthly rent is $880.00 with the next scheduled increase in April 2023 to $910.00, as long as she continues working for Three Brothers.

17. On October 5, 2022, Defendant Pay Your Rent Property Management, LLC and its agent, Defendant Millie Brown, informed Plaintiff that the Property was purchased by Defendant Singh Plastic, LLC and that Defendant Pay Your Rent Property Management would

begin collecting rents and utilities. The October 5, 2022 letter was signed by Millie Brown who identified herself as the "Property Manager".

18. On or around November 1, 2022, Defendant Brown informed Plaintiff, through text message, that the Defendants, without any documentation or agreement with the Plaintiff, would begin charging Plaintiff an increased rental amount beginning December 2022.

19. On that same day, Plaintiff informed Defendant Brown that she was under a current lease and that her current rental amount is $880 per month.

20. Defendants disregarded Plaintiff's valid lease agreement signed on April 1, 2018 and insisted, through text message, that Plaintiff was now a tenant under a month-to-month lease.

21. On September 29, 2022, Defendants sent an unsigned letter to Plaintiff that included that rental payments can be paid by zelle to millie@payyourrentpm.com.

22. Pursuant to Md. Code Ann., § 8-101, Plaintiff paid her full rental amount of $880 on November 2, 2022 to Pay Your Rent Property Management LLC.[1]

23. On or around November 1, 2022, Defendant Brown falsely represented, through text message to Plaintiff, that Plaintiff had a month-to-month lease.

24. On or around November 1, 2022, Defendant Brown requested that Plaintiff submit a rental application along with two paystubs to rent the same Property that she lawfully lived in under a lease since 2013.

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[1] A transferee of the reversion in leased property or of the rent has the same remedies by entry, action, or otherwise for nonperformance of any condition or agreement contained in the lease, as the original landlord would have had if the reversion or rent had remained in the original landlord. A transferee of the reversion in leased property is subject to the same remedies, by action or otherwise, for nonperformance of any agreement contained in the lease, as the original landlord. This section applies to any transferee of a reversion in leased property, by voluntary grant or operation of law

Md. Code Ann., Real Prop. § 8-101 (West).

25. From November 2022 to present-day, Defendants, through threats of eviction, repeatedly insist that Plaintiff sign a new lease with a monthly rental payment of $1500.

26. On December 1, 2022, despite Plaintiff's executed five-year term lease, the Defendants charged Plaintiff $1,500 for the month of December 2022.

27. From December 2022 to present the Defendants have overcharged Plaintiff additional $600 per month plus late fees.

28. On December 5, 2022 and again on December 21, 2022, Defendant Pay Your Rent Management LLC, threatened to evict Plaintiff if she did not agree to enter into a new lease with a $1500 monthly rental payment and if she did not pay the unjustified increased amount for December 2022. In December, Defendants sent a letter with a threat of eviction demanding that Plaintiff pay the increased rental amount by December 9, 2022 and that, "[t]his is NOT a negotiation nor is payment of your rent a choice."

29. In the same undated letter, Defendants not only threatened to evict Plaintiff, but also threatened to initiate additional legal actions in retaliation for not meeting their unlawful demands. Defendants stated:

> If your rent is not paid in FULL for both months; that being the amount that you paid the previous owner for November 2022 and the new rental rate of $1.500.00 for December 2022, we will be moving forward with legal action to evict you and include a tenant holding over action to remove you from the property.

30. Throughout December 2022, Defendants sent multiple text messages attempting to force the Plaintiff to sign a new lease under the threat of eviction.

31. On or around December 29, 2022, Defendants sent Plaintiff a "60 Day Notice to Vacate" that was signed by the Property Manager.

COUNT I – BREACH OF CONTRACT
All Defendants

31. Plaintiff incorporates all prior paragraphs.

32. Plaintiff has a valid contract in the form of a lease agreement that expires in March 2023 with an option to renew until 2028 that stipulates that the Plaintiff's monthly rent is $880 per month until March 2023.

33. Defendants breached this contract provision when they demanded that plaintiff pay a $600 per month increase in the middle of her lease term.

34. Defendants breached the contract when they reverted the executed lease from a five-year term lease to a month-to-month lease during the life of the five -year term lease.

35. Defendants breached the contract when they sent the Plaintiff the December 29, 2022 Notice to Vacate.

36. As a result, Plaintiff suffered damages.

WHEREFORE, Plaintiff brings this action against Defendants, Singh LLC, Pay Your Rent Property Management LLC and Millie Brown jointly and severally and claims damages in excess of $75,000 plus costs and attorney's fees, as allowed by law, and such other and further relief as the nature of Plaintiff's cause may require.

COUNT II - VIOLATION OF MARYLAND CONSUMER DEBT COLLECTION ACT
Md. Code Ann., Com. Law § 14-201 *et. seq.*
All Defendants

37. Plaintiff incorporates all prior paragraphs.

38. By demanding Plaintiff pay an increased amount of rent in violation of the contract for an alleged debt arising out of the Lease Agreement, the Defendants were "collecting

or attempting to collect an alleged debt arising out of a consumer transaction." Md. Code Ann., Com. Law § 14-201(b).

39. The transaction between Plaintiff and the Defendants concerned "real or personal property, services, money, or credit for personal, family, or household purposes." Md. Code Ann., Com. Law § 14-201(c).

40. The Defendants' actions in charging and seeking to collect an increased rental amount in breach of the five-year term-lease violates Md. Code Ann., Com. Law § 14-202(8) which prohibits a collector from making any "[c]laim, attempt, or threaten to enforce a right with knowledge that the right does not exist."

41. Defendants' actions in threatening to evict the Plaintiff violated § 14-202(8).

42. Defendants' actions in threatening to file multiple legal actions against Plaintiff violated § 14-202(8).

43. As a result of Defendants' actions, Plaintiff suffered economic and non- economic damages, including stress and emotional damages which manifested themselves physically.

WHEREFORE, Plaintiff brings this action against Defendants, Singh Plastic LLC, Pay Your Rent Property Management LLC, and Millie Brown jointly and severally and claims damages in excess of $75,000 plus costs and attorney's fees and such other and further relief as the nature of Plaintiff's cause may require.

COUNT III- VIOLATION OF MARYLAND CONSUMER PROTECTION ACT
Md. Code Ann., Com. Law § 13-101 *et. seq.*
All Defendants

44. Plaintiff incorporates all prior paragraphs.

45. Plaintiff is a "consumer" as defined by § 13-101 (c)(1) of the Maryland Consumer Protection Act ("MCPA").

46. The Defendants are "merchants" as defined by § 13-101 (g)(1) of the MCPA.

47. The residence is "consumer realty" as defined by § 13-101 (d)(1) of the MCPA.

48. The Defendants' actions in violation of the MCDCA, as described above, constitute a *per se* violation of the MCPA pursuant to Md. Code Ann., Com. Law § 13-301(14)(iii).

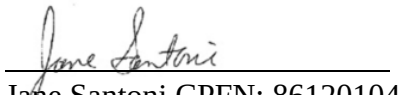
49. In addition, in violation of the MCPA, the Defendants made misleading oral or written statements to the Plaintiff regarding the amount of rent owed, their ability to evict her, and other statements had the effect of deceiving or misleading the Plaintiff.

50. The Defendants also practiced unfair and deceptive practices to induce the Plaintiff to sign a new lease that included an increased rental amount.

51. Defendants may have violated the Consumer Protection Act in other ways to be determined.

52. As a result of Defendants' actions, Plaintiff suffered economic and non- economic damages, including stress and emotional damages which manifested themselves physically.

WHEREFORE, Plaintiffs brings this action against Defendants, Singh Plastic LLC, Pay Your Rent Property Management LLC, and Millie Brown jointly and severally and claims damages in excess of $75,000 plus costs and attorney's fees and such other and further relief as the nature of Plaintiffs' cause may require.



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NOTICE OF CLAIM FOR ATTORNEY'S FEES

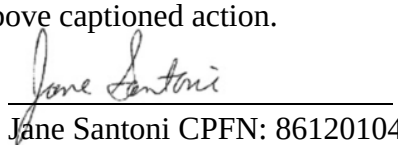
Plaintiff hereby gives notice in accordance with Maryland Rule 3-741 that she is seeking attorneys' fees pursuant to statute, and that as the case progresses these fees may be substantial.



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PRAYER FOR JURY TRIAL

Plaintiff hereby prays a jury in the above captioned action.



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