

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

UNITED STATES OF AMERICA,)	
)	
)	
Plaintiff,)	
)	
v.)	Case No. 20-10172
)	
DEBORAH LEVENSON,)	
)	
Defendant.)	

COMPLAINT

1. The United States brings this action under the Servicemembers Civil Relief Act (“SCRA”), 50 U.S.C. §§ 3901-4043, against Deborah Levenson, a landlord who failed to timely return a security deposit and refuses to refund overpaid rent to an active duty soldier in the United States Army who had to terminate his lease because he received military orders requiring him to move with his family to a new location.

2. The purpose of the SCRA is to provide servicemembers with protections against certain civil proceedings that could adversely affect their legal rights while they are in military service. One of those protections permits servicemembers to terminate their residential leases when they receive military orders requiring them to move to a new location. The SCRA provides that, when a servicemember terminates a lease following receipt of military orders under the terms of the statute, his or her landlord must timely return or repay overpayments in rent and security deposits.

3. The Defendant violated the SCRA by refusing to return an overpayment in rent and delaying the return of a servicemember’s security deposit after he properly terminated his lease under the SCRA.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action under 28 U.S.C. § 1331, 28 U.S.C. § 1345, and 50 U.S.C. § 4041.

5. Defendant resides in Roslindale, Massachusetts.

6. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) because Defendant resides in the District of Massachusetts.

BACKGROUND

7. From May 23, 2009 through the present, Captain Jeremy Paquin has served the United States as a full-time active member of the Army.

8. In August 2018, the United States Army assigned Captain Paquin to a duty at the Massachusetts Institute of Technology in Cambridge.

9. Defendant owns an apartment at 149 University Road in Brookline, Massachusetts.

10. Defendant rented the apartment at 149 University Road in Brookline, Massachusetts to Captain Jeremy Paquin and his wife, Jessica Paquin, for a term of 12.5 months, beginning on August 15, 2018 and ending on August 31, 2019.

11. Captain Paquin and Ms. Paquin entered into a written lease with the Defendant specifying that the Paquins would pay a monthly rent, due in advance on the first day of every month.

12. Upon signing the lease, Captain Paquin and Ms. Paquin paid Defendant their first month's rent, last month's rent, and security deposit.

13. Captain Paquin, his wife, and their two young children then moved into 149 University Road in Brookline, Massachusetts on or around August 15, 2018 and continued to occupy the premises.

14. On April 8, 2019, Captain Paquin received military orders for a permanent change of station, with dependents, to West Point, New York.

15. Under the SCRA, servicemembers who receive military orders for a permanent change of station may terminate their leases early. The SCRA provides that the effective date of lease termination is “30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered.” 50 U.S.C. § 3955(d)(1).

16. On April 30, 2019, Captain Paquin and Ms. Paquin delivered written notice to Defendant, enclosing a copy of Captain Paquin’s military orders, stating that they needed to terminate their lease on June 21, 2019.

17. Because the next rental payment was due on May 1, 2019, under the SCRA, Captain Paquin and Ms. Paquin were entitled to terminate their lease on May 31, 2019. However, they gave three additional weeks of notice to Defendant.

18. Even though they had no obligation to do so, Captain Paquin and Ms. Paquin helped Defendant to find a new tenant for the apartment, and the new tenant moved in shortly after the Paquins vacated the apartment.

19. Captain Paquin and Ms. Paquin had already paid the entirety of their June 2019 rent when they paid their last month’s rent upon signing the lease, so they asked Defendant to refund to them the overpaid rent for the nine days in June after the termination date. Captain Paquin and Ms. Paquin also asked Defendant to return their security deposit.

20. Despite Captain Paquin telling her that he was in the military before entering into the lease, Defendant initially refused to refund any money to Captain Paquin and Ms. Paquin.

21. Captain Paquin and his family vacated 149 University Road in Brookline, Massachusetts on June 21, 2019.

22. Captain Paquin and Ms. Paquin tried numerous times to seek reimbursement from Defendant.

23. On September 30, 2019, the case was referred to the Department of Justice. On October 7, 2019, the United States notified Defendant of its involvement in the matter. On October 17, 2019, Levenson sent the Paquins an email complaining about their involving of the Department of Justice. When Levenson failed to respond to the United States' first letter demanding that Levenson return to the Paquins the overdue rent and security deposit, the United States sent a second letter to her on October 31, 2019 again demanding the overdue amounts.

24. Finally, after withholding the security deposit for over 120 days, Defendant refunded it to Captain Paquin and Ms. Paquin on November 1, 2019.

25. Defendant continues to refuse to reimburse Captain Paquin and Ms. Paquin for the overpaid rent.

SERVICEMEMBERS CIVIL RELIEF ACT VIOLATIONS

26. Under the SCRA, when a servicemember, while in military service, signs a lease of premises then occupied by the servicemember and his dependents and "thereafter receives military orders for a permanent change of station," the servicemember may terminate that lease at any time after the date of the military orders. 50 U.S.C. § 3955(a)(1)(B); (b)(1)(B).

27. A servicemember's termination of a lease pursuant to the SCRA terminates any obligation a dependent of the servicemember, including a spouse, may have under the lease. 50 U.S.C. §§ 3955(a)(2); 3911(4)(A).

28. The SCRA requires the servicemember to deliver written notice of such termination, with a copy of military orders, to the lessor. 50 U.S.C. § 3955(c)(1)(A).

29. The effective date of lease termination is "30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered." 50 U.S.C. § 3955(d)(1).

30. "Rent amounts . . . that are unpaid for the period preceding the effective date of the lease termination shall be paid on a prorated basis." 50 U.S.C. § 3955(e)(1).

31. "Rents or lease amounts paid in advance for a period after the effective date of the termination of the lease shall be refunded to the lessee by the lessor (or the lessor's assignee or the assignee's agent) within 30 days of the effective date of the termination of the lease." 50 U.S.C. § 3955(f).

32. Defendant's refusal to refund to Captain Paquin and Ms. Paquin rent amounts paid in advance for a period after the effective date of their termination of the lease violates the SCRA, 50 U.S.C. § 3955.

33. Defendant's knowing refusal to return the Paquins' security deposit for over 120 days following their lawful termination of their lease violates the SCRA, 50 U.S.C. § 3955.

34. Defendant's conduct was intentional, willful, and taken in disregard for the rights of servicemembers.

35. Defendant's violations of the SCRA raise an issue of significant public importance.

36. As a result of Defendant wrongfully refusing to refund their money in violation of the SCRA, Captain Paquin and Ms. Paquin are “person[s] aggrieved” pursuant to 50 U.S.C. § 4041(b)(2) and have suffered damages as a result of Defendant’s conduct.

PRAYER FOR RELIEF

WHEREFORE, the United States requests that the Court enter an ORDER that:

1. Declares that Defendant’s conduct violated the SCRA;
2. Enjoins Defendant, her agents, employees, and successors, and all other persons and entities in active concert or participation with her from:
 - a. violating the SCRA, 50 U.S.C. § 3955;
 - b. failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, Captain Paquin and Ms. Paquin to the position they would have been in but for that illegal conduct; and
 - c. failing or refusing to take such affirmative steps as may be necessary to prevent the recurrence of any illegal conduct in the future and to eliminate, to the extent practicable, the effects of Defendant’s illegal conduct;
3. Awards appropriate monetary damages to Captain Jeremy Paquin and Jessica Paquin, pursuant to 50 U.S.C. § 4041(b)(2); and
4. Assesses civil penalties against Defendant in order to vindicate the public interest, pursuant to 50 U.S.C. § 4041(b)(3).

The United States further requests such additional relief as the interests of justice may require.

Respectfully submitted,

ERIC S. DREIBAND
Assistant Attorney General
Civil Rights Division

SAMEENA SHINA MAJEED
Chief
ELIZABETH A. SINGER
Director, U.S. Attorneys' Fair Housing Program
Housing and Civil Enforcement Section

ANDREW E. LELLING
United States Attorney

/s/ Torey B. Cummings
TOREY B. CUMMINGS, BBO #664549
Assistant United States Attorney
United States Attorney's Office
District of Massachusetts
John Joseph Moakley Courthouse
1 Courthouse Way, Suite 9200
Boston, Massachusetts, 02210
Telephone: (617) 748-3281
E-Mail: torey.cummings@usdoj.gov

Dated: January 29, 2020