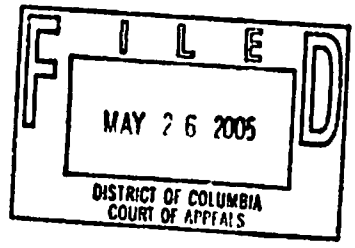
DISTRICT OF COLUMBIA COURT OF APPEALS

No. 04-CV-566

RENEAU REAL ESTATE, APPELLANT,

v. L1-47568-03

JANE DOE, *et al.*, APPELLEES.



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

(Hon. Melvin R. Wright, Trial Judge)

(Submitted May 24, 2005 Decided May 26, 2005)

Before TERRY and FARRELL, *Associate Judges*, and NEBEKER, *Senior Judge*.

MEMORANDUM OPINION AND JUDGMENT

PER CURIAM: Reneau Real Estate (Reneau) filed a complaint for eviction from a residential property, naming "Jane Doe" as the occupant-defendant. The trial court permitted appellees, Chantel and Chanita Baker (the Bakers), to intervene in the action, and following a bench trial the court ruled in favor of the Bakers, finding that the parties' conduct had given rise to an implied rental contract — so that the Bakers were not a "squatter with no right to possession," as the complaint had alleged.

On appeal, Reneau first contends that the court erred in granting the Bakers the right to intervene under Super. Ct. Civ. R. 24, because they had not filed a motion to do so under Rule 24 (c). This argument exalts form over substance. First, the original lessee and tenant of record, the Bakers' grandmother, had died in 1999, and the Bakers came to court in answer to the complaint as the persons who, above all others, had an interest in opposing the eviction — Chantel, for example, having lived at the address since her birth in 1970. Hence, even without regard to Rule 24, the trial court could permissibly have chosen to substitute the Bakers for "Jane Doe" as the real parties in interest. *See* Super. Ct. Civ. R. 17. Moreover, Rule 24, like all of the civil rules, must be "construed and administered to secure the just, speedy, and inexpensive determination of every action." Super. Ct. Civ. R. 1. Granting the Bakers intervention without need for a formal motion stating their obvious interest in doing so followed Rule 1's command, and was consistent also with the authority that inheres in the trial court to relax the formal requirements of Rule 24 when circumstances so warrant. *See* 7C WRIGHT, MILLER & KANE, FEDERAL PRACTICE AND PROCEDURE CIVIL 2D § 1914, at 413-15 (1986 ed.). Appellant has made no showing that the *sua sponte* grant of intervention -- rather than a continuance to allow the Bakers

formally to seek intervention — impeded in any way its ability to challenge the defense to eviction which the appellees mounted.

Appellant further challenges the trial court's ruling on the merits that an implied tenancy had arisen. We find no factual or legal error in the court's determination. *See* D.C. Code § 17-305 (a) (2001). True, "[a] landlord-tenant relationship does not arise by mere occupancy of the premises: absent an express or implied contractual agreement, with both privity of estate and privity of contract, the occupier is in adverse possession as a 'squatter.'" *Young v. District of Columbia*, 752 A.2d 138, 143 (D.C. 2000) (quoting *Nicholas v. Howard*, 459 A.2d 1039, 1040 (D.C. 1983)). Whether a landlord-tenant relationship exists depends upon the circumstances surrounding the use and occupancy of the property, including any lease agreement between the parties and the payment of rent. *Young*, 752 A.2d at 143. Here, the trial judge made factual and credibility findings in favor of the Bakers. He found that appellant reasonably should have known that Chantel Baker was not Gabriella Baker (the named tenant) given the passage of more than four years since the grandmother's death and the small size of the apartment building. He found further that the parties' actions had established an implied rental contract for the premises. First, Reneau had routinely accepted rent payments from Chantel Baker in the form of a personal check with her name and address printed on them, clearly indicating that she resided at Unit 22, 1825 Vernon Street, NW. Second, the landlord had responded on at least twenty occasions to Chantel Baker's requests for repairs and other maintenance work, which she made by telephone calls to Reneau's office manager, Elisa Leonard, after identifying herself and the unit. Third, Leonard had had regular contact with Chantel Baker following her grandmother's death; Leonard always identified Chantel by name, and someone from the property's management allegedly offered the Bakers their condolences. Lastly, Paul Reneau, an agent of the landlord, had offered to move the Bakers to another unit sometime after 1999 so that he could lease Unit 22 at a higher rent, suggesting that he believed that Reneau had a contractual obligation to the Bakers as tenants. These findings fully support the determination by the court that Reneau had failed in its burden to establish that the Bakers were mere squatters.

Affirmed.

ENTERED BY DIRECTION OF THE COURT:

GARLAND PINKSTON, JR.
Clerk

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