

FILED

JUL 25 2014

**Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia**

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

CATHERINE GRAHAM,

Plaintiff,

v.

MELVIN OTEY,

Defendant.

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Civil Action No. **14-1267**

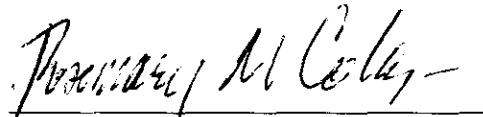
MEMORANDUM OPINION

This matter comes before the court on review of plaintiff's application to proceed *in forma pauperis* and *pro se* civil complaint. The Court will grant the application, and dismiss the complaint.

It appears that defendant was plaintiff's landlord. Plaintiff alleges the parties entered in to an agreement that defendant pay plaintiff \$1,500.00 if she would vacate the unit before May 27, 2012. Compl. at 1. She further alleges that, even though she moved on May 26, 2012, defendant has not paid her. *Id.* at 2. She demands damages of \$200,000.00, *id.* at 3.

Federal district courts have jurisdiction in civil actions arising under the Constitution, laws or treaties of the United States. *See* 28 U.S.C. § 1331. In addition, federal district courts have jurisdiction over civil actions where the matter in controversy exceeds \$75,000, and the suit is between citizens of different states. *See* 28 U.S.C. § 1332(a). Plaintiff's breach of contract claim presents no federal question. And, notwithstanding her demand for damages in excess of \$75,000, plaintiff does not establish diversity of citizenship. Accordingly, the complaint will be

dismissed for lack of subject matter jurisdiction. An Order consistent with this Memorandum Opinion is issued separately.


United States District Judge

DATE: 24 July 2014