DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

RH-TP-07-28,907

In re: 3003 Van Ness Street, NW, Unit S1006

Ward Three (3)

DAVID G. WILSON
Tenant/Appellant

v.

SMITH PROPERTY HOLDINGS VAN NESS and **ARCHSTONE-SMITH COMMUNITIES, LLC**
Housing Providers/Appellees

DECISION AND ORDER

March 10, 2015

SZEGEDY-MASZAK, CHAIRMAN. This case is on appeal to the Rental Housing Commission (Commission) from a final order issued by the Office of Administrative Hearings (OAH) based on a petition filed in the Housing Regulation Administration (HRA) of the District of Columbia Department of Department of Consumer and Regulatory Affairs (DCRA).[1] The applicable provisions of the Rental Housing Act of 1985 (Act), D.C. Law 6-10, D.C. OFFICIAL CODE §§ 42-3501.01-3509.07 (2001), the District of Columbia Administrative Procedure Act ("DCAPA"), D.C. OFFICIAL CODE §§ 2-501-510 (2001), and the District of Columbia Municipal Regulations ("DCMR"), 1 DCMR §§ 2800-2899 (2004), 1 DCMR §§ 2920-2941 (2004), 14 DCMR §§ 3800-4399 (2004) govern these proceedings.

I. PROCEDURAL HISTORY

[1] OAH assumed jurisdiction over tenant petitions from the DCRA, Rental Accommodations and Conversion Division (RACD) pursuant to the Office of Administrative Hearings Establishment Act, D.C. Law 14-76, D.C. OFFICIAL CODE § 2-1831.03(b-1)(1) (2007 Repl.). The functions and duties of RACD in DCRA were transferred to Department of Housing and Community Development (DHCD) by § 2003 the Fiscal Year 2008 Budget Support Act of 2007, D.C. Law 17-20, D.C. OFFICIAL CODE § 42-3502.04b (2010 Repl.)).

On March 6, 2007, Tenant/Appellant David Wilson (Tenant), resident of 3003 Van Ness Street, unit S1006 (Housing Accommodation) filed Tenant Petition RH-TP-07-28,907 (Tenant Petition) with HRA, against Archstone-Smith Communities, LLC and Smith Property Holdings Van Ness (collectively, Housing Provider). *See* Tenant Petition; Record for RH-TP-07-28,907 (R.) at 1-22. The Tenant Petition raised the following claims against the Housing Provider:

1. The rent increase was larger than the amount of increase which was allowed by any applicable provision of the Rental Housing Emergency Act of 1985.

2. A proper thirty (30) day notice of rent increase was not provided before the rent increase became effective.

3. Services and/or facilities provided in connection with the rental of my/our unit(s) have been permanently eliminated.

4. Retaliatory action has been directed against me/us by my/our Housing Provider, manager or other agent for exercising our rights in violation of section 502 of the Rental Housing Emergency Act of 1985.

Tenant Petition at 3-5; R. at 18-20.

On September 5, 2007, the Tenant filed a Motion for Voluntary Dismissal of Claim and Issue regarding his third claim, for a reduction in services and/or facilities related to telephone charges. Motion for Voluntary Dismissal of Claim at 1-2; R. at 156-57.[2]

By agreement of the parties, no evidentiary hearing was held in this matter, and Administrative Law Judge Margaret Mangan (ALJ) issued a Final Order, based solely on the

[2] The Tenant filed a Notice of Re-Statement of Relief Sought in Petition on September 14, 2007, clarifying that the issue regarding telephone charges had been resolved, and that the remaining issues were (1) whether the lease options letter constituted an unlawful demand for increased rent, (2) whether the Housing Provider received a benefit from the Tenant entering into a twelve-month term lease, and (3) whether the Housing Provider retaliated against the Tenant. Notice of Re-Statement of Relief Sought in Petition at 1-2; R. at 160-59. At the Status Conference on October 12, 2010, the parties stated that telephone charge issue was resolved. Hearing CD (OAH Oct. 12, 2010) at 9:38-9:39. The Commission notes that neither party has appealed this issue.

written record,[3] on January 7, 2011: Wilson v. Archstone-Smith Communities, LLC, RH-TP-07-28,907 (OAH Jan. 7, 2011) (Final Order); R. at 193-99.

The ALJ made the following findings of fact in the Final Order: [4]

1. On August 4, 2004, Housing Provider sent a letter to Tenant that stated:

   > With our flexible lease options and competitive pricing, you can turn your current month-to-month lease into a term lease that best suits your needs . . . . Take a look at the options below, then call or stop by the management office to discuss your renewal, or just circle your lease and pricing option, sign your name and drop it off at our front desk.

2. The letter then gave Tenant twelve pricing options based on the number of months Tenant wished to lease with inversely proportional pricing – the longer the term of the lease, the lower the monthly rent. When Tenant received the letter, Tenant was leasing his unit on a month-to-month basis. According to the letter, if Tenant chose to continue to lease the unit month-to-month, his rent would increase from $1,303 to $1,755 per month. The letter also stated "If we don't hear from you by **8/24/2004** your lease will convert to month-to-month status effective the first day of the month following expiration. The monthly rate indicated in the month-to-month option will apply. The official letter you receive from the Department of Consumer and Regulatory Affairs will reflect that month-to-month rate." (Emphasis in Original). Tenant chose the twelve month lease option, which did not increase his rent.

Final Order at 1-2; R. at 198-99 (emphasis in original). The ALJ made the following conclusions of law in the Final Order:[5]

1. The lease options letter must be examined in the context of the law at the time. In 2004, D[.]C[.] OFFICIAL CODE § 42-3502.08(h) stated:

---

[3] At the OAH Status Conference on October 12, 2010, the parties orally agreed that the ALJ could decide the remaining issues in this case without an evidentiary hearing. Hearing CD (OAH Oct. 12, 2010) at 9:37-9:51. The ALJ reiterated this agreement in the Final Order, stating "[b]y agreement of the Parties, I make the decision on the written record without testimony." Final Order at 1; R. at 199.

[4] The findings of fact are recited here using the language of the ALJ in the Final Order, except they have been numbered for ease of reference.

[5] The ALJ's conclusions of law were contained in a section of the Final Order titled "Discussion," and are recited here using the language of the ALJ in the Final Order, except that the Commission has numbered the ALJ's paragraphs for ease of reference.

(1) One year from March 16, 1993, unless otherwise ordered by the Rent Administrator, each adjustment in rent charged permitted by this section may implement not more than 1 authorized and previously unimplemented rent ceiling adjustment. If the difference between the rent ceiling and the rent charged for the rental unit consists of all or a portion of 1 previously unimplemented rent ceiling adjustment, the housing provider may elect to implement all or a portion of the difference.

(2) Nothing in this subsection shall be construed to prevent a housing provider, at his or her election, from delaying the implementation of any rent ceiling adjustment, or from implementing less than the full amount of any rent ceiling adjustment. A rent ceiling adjustment, or portion thereof, which remains unimplemented shall not expire and shall not be deemed forfeited or otherwise diminished.

2. This provision of the Rental Housing Act of 1985 was enacted under the "Rent Ceiling Adjustment Notification Amendment Act of 1992", D[.]C[.] Law 9-79, and came into effect on March 20, 1992. This provision remained in effect until the "Rent Control Reform Amendment Act of 2006," D[.]C[.] Law 16-145. Under D.C. OFFICIAL CODE § 42-3502.08(h)(1), only one authorized and previously unimplemented rent ceiling adjustment could be implemented at a time. Under D[.]C[.] OFFICIAL CODE § 42-3502.08(h)(2), implementation of any perfected rent ceiling adjustment could be delayed for as long as the housing provider wished.

3. Housing Provider here has shown that there was a previously perfected rent ceiling adjustment that Housing Provider had the right to use to significantly increase rent. In Housing Provider's June 27, 2010, Opposition to Tenant's Second Motion for Issuance of Subpoenas, or Alternatively, Resubmitted Motion for Partial Summary Judgment and Issuance of Subpoenas, Housing Provider stated "an amended registration statement filed in 1999 with respect to the apartment building in which Wilson resides, evidences that the rent ceiling on Wilson's unit was increased then by $1108, in 1999 (sic.), to $2445." *Id.* at 3. Housing Provider's amended registration statement was filed with the Rental Accommodations and Conversion Division on August 25, 1998. Page 2 of the amended registration statement shows that there was a rent ceiling increase of 89.0% from $1,337 to $2,445 on Tenant's unit, S1006, effective August 9, 1998. I accept that Housing Provider's amended registration statement was properly filed and perfected. The Tenant Petition at issue was filed on March 6, 2007, more than eight years after the effective date of the rent ceiling adjustment. D[.]C[.] OFFICIAL CODE § 42-3502.06(e)(1992)("No petition may be filed with respect to any rent adjustment, under any section of this chapter more than 3 years after the effective date of the adjustment . . ."). Hence, any challenge to that rent ceiling increase is barred.

4. Under the Rental Housing Act on August 4, 2004, the date the lease options letter was written, Housing Provider had the legal right to raise the rent on Tenant's unit by up to $1,108 per month (the amount the rent ceiling had increased due to the 1998 vacancy adjustment) to a maximum of $2,411. D[.]C[.] OFFICIAL CODE § 42-3502.08(h)(2)(1992). However, Housing Provider was not required to increase the rent on Tenant's unit by all or even part of that amount. *Id.* Instead of raising Tenant's month-to-month rate to an amount set by Housing Provider without input from Tenant, as allowed by law, Housing Provider decided to allow Tenant to choose from a list of options, giving Tenant lower rent in return for the certainty of a lease of increasing length.

5. Housing Provider must meet certain notice requirements before implementing a previously perfected increase. At least 30 days before a rent increase, Housing Provider must give notice of the date and authority for the properly perfected rent ceiling adjustment and provide tenant a notice of rights and a list of sources of technical assistance. D[.]C[.] OFFICIAL CODE § 42-3502.08(f)(2001) and D[.]C[.] OFFICIAL CODE § 42-3509.04(b)(2001). Housing Provider must also file notice with the Rental Accommodations and Conversion Division (RACD) of the D[.]C[.] Department of Consumer and Regulatory Affairs. 14 DCMR [§] 4205.4(c) and (d) (1998).

6. The notice and filing requirements were not necessary in this case. Tenant was given a choice among twelve options, eleven of which would have raised his rent. If [T]enant chose one of the options that raised his rent, Housing Provider would have had to meet the notice and filing requirements. Housing Provider required Tenant to notify it of Tenant's choice by August 23 [sic], 2004, which gave Housing Provider eight days to file the necessary documents with RACD and provide Tenant with the required 30 day notice. Tenant chose an option that did not raise his rent, thus no document filing was required. To require Housing Provider to file forms with RACD prior to giving Tenant multiple options of varying rent increases –or no rent increase-- based on differing term leases, would create extra paperwork, unnecessary confusion, and frustrate administrative economy should Tenant chose an option that did not increase his rent.

7. Disallowing a lease options letter would be detrimental to both housing providers and tenants by precluding discussion and choice among alternative lease arrangements that might prove beneficial to both parties. The proposal of an alternative lease arrangement has not been found by this administrative court to be a demand for rent. *Lomax v. Enonchong and Fabrice*, OAH Case No. RH-TP-08-29327, 2009 WL 2496429 (2009) (holding that a housing provider's proposal of a new lease that would require tenant to pay utilities as well as rent was an attempt to explore an alternative lease arrangement, and not a demand for rent). In the instant case, Housing Provider was proposing alternative lease arrangements giving Tenant lower rent in return for a longer

lease. The idea that the lease options letter in the instant case was a proposal of alternative lease arrangements is further supported by the letter itself, which states: "Take a look at the options below, then call or stop by the management office to discuss your renewal. . ." This shows that in the letter itself, Housing Provider was inviting Tenant to discuss the lease alternatives.

8. A discount in the amount of legal rent charged in return for a lease is not illegal. The District of Columbia Court of Appeals has held that "a landlord, entitled to increase the rent charged to its month-to-month tenant, may require the tenant to execute a new lease agreement as a condition of receiving a discount from the otherwise applicable rent increase." *Double H Housing Corporation* [sic] *v. David*, 947 A.2d 38 (D.C 2008) (stating that while D.C. OFFICIAL CODE § 42-3505.01 "guarantees a holdover tenant the opportunity to continue his tenancy on a month-to-month basis as long as he pays the rent, [,i]t does not, however, mandate that any continued tenancy must be month-to-month or preclude the landlord and tenant from agreeing to a new or renewed lease." The Court of Appeals further stated "To hold otherwise would, we think, encroach on the landlord's-and tenant's [']basic freedom to contract as he will, which we have said remains one of the "rather basic rights incident to the ownership of property [that] ought not to be summarily dismissed as obsolete['] even under our modern statutory rental housing law." Id. (citing *Goodman v. District of Columbia Rental Hous. Comm'n*, 573 A.2d 1293, 1297 (D.C. 1990) (quoting *White v. Allan*, 70 A,2d 252, 255 (D.C. 1949)). This is not a situation where a tenant is coerced into "abandoning a month-to-month tenancy." *Id.* Housing Provider's lease option letter encourages choice provided to Tenant and promotes Housing Provider's and Tenant's basic freedom to contract as they will.

Id. at 2-6; R. at 194-98 (emphasis in original) (footnotes omitted). In conclusion, the ALJ stated the following:

> The August 4, 2004, lease options letter sent to Tenant by Housing Provider was not a demand for rent; it was a proposal of alternative lease arrangements allowed under the Rental Housing Act at the time. Tenant chose an option that did not raise his rent, in return for a 12-month lease. Housing Providers can choose not to raise rent under the Rental Housing Act, and can do so in return for a lease to which they might not otherwise be entitled.

Id. at 6; R. at 194.

On January 20, 2011 the Tenant filed a timely Notice of Appeal of the Final Order with the Commission (Notice of Appeal). *See* Notice of Appeal at 1. The Tenant raises the following issues on appeal:[6]

1. The Final Order misstates the issue for decision as being whether the Housing Provider's August 4, 2004, letter offering lease options to Wilson was a demand for rent in excess of the amount allowed by law. The real issues for decision are whether Wilson's rent was increased as a result of the lease options letter and, if so, whether the Housing Provider complied with the notice and filing requirements for that rent increase.

2. The Final Order errs in finding that Wilson received no "rent" increase because it considers only the lack of change in the cash amount charged and fails to consider as a "rent" increase the change in the amount of benefit received by the Housing Provider by the forced change in lease terms from a month-to-month lease to a 12-month lease. The term "rent" is a word of art defined under the Rent Stabilization Program (D.C. OFFICIAL CODE §§42-3501 *et seq.* (2001)) to include "the *entire* amount of money, *money's worth* [and] *benefit* . . . demanded, received, or charged by a housing provider as a condition of occupancy or use of a rental unit . . . ." D.C. OFFICIAL CODE 42-3501.03 (28) (2001) (emphasis added).

3. Because the Final Order erroneously finds that there was no "rent" increase, it further erroneously finds that the Housing Provider was not required to comply with the notice and filing requirements of the Rent Stabilization Program. There was a "rent" increase; the Housing Provider failed to comply with the notice and filing requirements applicable to that increase (D.C. OFFICIAL CODE §§ 42-3502.08(f) and 42-3509.04(b) (2001)); and therefore the Housing Provider was not allowed to receive the $452 per month benefit of that increase (D.C. OFFICIAL CODE § 42-3502.16(i) (2001)).

4. The Final Order erroneously relies upon *Double H Housing Corp. v. David*, 947 A.2d 38 (D.C. 2008). The apartment therein was not subject to rent control and therefore the questions of what constitutes a "rent" increase and compliance with the notice and filing requirements of the rent control program never arose.

5. The Final Order errs in failing to find that Wilson was coerced into abandoning his month-to-month lease when the only option offered for continuing that lease would have raised his cash rent by $452 a month, a 35% rent increase, and forced Wilson to pay far in excess of the market-constrained rents charged for comparable units by the Housing Provider.

[6] The Commission recites the issues in the language of the Tenant in the Notice of Appeal.

Notice of Appeal at 1-2 (emphasis in original). The Tenant filed his brief with the Commission on May 21, 2012. Brief of Appellant David G. Wilson at 1-14. The Housing Provider filed its brief with the Commission on June 5, 2012. Brief of Housing Provider/Appellees at 1-6. The Commission held its hearing in on June 6, 2012.

II. ISSUES ON APPEAL

A. The Final Order misstates the issue for decision as being whether the Housing Provider's August 4, 2004, letter offering lease options to Wilson was a demand for rent in excess of the amount allowed by law. The real issues for decision are whether Wilson's rent was increased as a result of the lease options letter and, if so, whether the Housing Provider complied with the notice and filing requirements for that rent increase.

B. The Final Order errs in finding that Wilson received no "rent" increase because it considers only the lack of change in the cash amount charged and fails to consider as a "rent" increase the change in the amount of benefits received by the Housing Provider by the forced changes in lease terms from a month to month lease to a 12-month lease. The term "rent" is a word of art defined under the Rent Stabilization Program (D.C. OFFICIAL CODE §§42-3501 *et seq.* (2001)) to include "the *entire* amount of money, *money's worth* [and] *benefit* . . . demanded, received, or charged by a housing provider as a condition of occupancy or use of a rental unit . . . ." D.C. OFFICIAL CODE § 42-3501.03 (28) (2001) (emphasis added).

C. Because the Final Order erroneously finds that there was no "rent" increase, it further erroneously finds that the Housing Provider was not required to comply with the notice and filing requirements of the Rent Stabilization Program. There was a "rent" increase; the Housing Provider failed to comply with the notice and filing requirements applicable to that increase (D.C. OFFICIAL CODE §§ 42-3502.08(f) and 42-3509.04(b) (2001)); and therefore the Housing Provider was not allowed to receive the $452 per month benefit of that increase (D.C. OFFICIAL CODE § 42-3502.16(i) (2001)).

D. The Final Order erroneously relies upon *Double H Housing Corp. v. David*, 947 A.2d 38 (D.C. 2008). The apartment therein was not subject to rent control and therefore the questions of what constitutes a "rent" increase and compliance with the notice and filing requirements of the rent control program never arose.

E. The Final Order errs in failing to find that Wilson was coerced into abandoning his month-to-month lease when the only option offered for

continuing that lease would have raised his cash rent by $42 a month, a 35% rent increase, and forced Wilson to pay far in excess of the market-constrained rents charged for comparable units by the Housing Provider.

III. DISCUSSION

A. The Final Order misstates the issue for decision as being whether the Housing Provider's August 4, 2004, letter offering lease options to Wilson was a demand for rent in excess of the amount allowed by law. The real issues for decision are whether Wilson's rent was increased as a result of the lease options letter and, if so, whether the Housing Provider complied with the notice and filing requirements for that rent increase.

B. The Final Order errs in finding that Wilson received no "rent" increase because it considers only the lack of change in the cash amount charged and fails to consider as a "rent" increase the change in the amount of benefits received by the Housing Provider by the forced changes in lease terms from a month to month lease to a 12-month lease. The term "rent" is a word of art defined under the Rent Stabilization Program (D.C. OFFICIAL CODE §§42-3501 *et seq.* (2001)) to include "the *entire* amount of money, *money's worth* [and] *benefit* . . . demanded, received, or charged by a housing provider as a condition of occupancy or use of a rental unit . . . ." D.C. OFFICIAL CODE 42-3501.03 (28) (2001) (emphasis added).

C. Because the Final Order erroneously finds that there was no "rent" increase, it further erroneously finds that the Housing Provider was not required to comply with the notice and filing requirements of the Rent Stabilization Program. There was a "rent" increase; the Housing Provider failed to comply with the notice and filing requirements applicable to that increase (D.C. OFFICIAL CODE § 42-3502.08(f) and 42-3509.04(b) (2001)); and therefore the Housing Provider was not allowed to receive the $452 per month benefit of that increase (D.C. OFFICIAL CODE § 42-3502.16(i) (2001)).

D. The Final Order erroneously relies upon *Double H Housing Corp. v. David*, 947 A.2d 38 (D.C. 2008). The apartment therein was not subject to rent control and therefore the questions of what constitutes a "rent" increase and compliance with the notice and filing requirements of the rent control program never arose.[7]

---

[7] The Commission, in its discretion, will combine its discussion of the first four (4) issues raised by the Tenant in the Notice of Appeal, because it observes that these issues raise substantially similar contentions – namely whether the ALJ erred in her determination that the flexible lease letter was not a rent increase, and because these issues involve overlapping legal issues and the application of common legal principles. *See, e.g.*, Bower v. Chastleton Assocs., TP

The Tenant claims on appeal that the ALJ erred in determining that a letter sent to him by the Housing Provider on August 4, 2004,[8] did not constitute an illegal demand for a rent increase. Notice of Appeal at 1. Specifically, the Tenant reasons that the Housing Provider received a benefit, equivalent to a rent increase as defined by the Act,[9] when the Tenant entered into a new twelve-month lease term, even though the dollar amount of his monthly rent did not increase. *Id.* at 1-2. Therefore, the Tenant asserts that the Housing Provider violated the Act by failing to comply with the notice requirements for instituting a rent increase when it served the Tenant with the Lease Option Letter. *Id.*

1. Whether the ALJ erred in determining that no rent increase occurred

The Tenant claims on appeal that the ALJ erred by concluding that no rent increase occurred as a result of the Lease Option Letter. Notice of Appeal at 1-2. Specifically, the Tenant asserts that the Housing Provider received a benefit akin to rent when the Tenant entered into the new twelve-month lease term because the Housing Provider in offering a discount for

---

27,838 (RHC Mar. 27, 2014); Barac Co. v. Tenants of 809 Kennedy St., VA 02-107 (RHC Sept. 27, 2013); Ahmed, Inc. v. Avila, RH-TP-28,799 (RHC Oct. 9, 2012) at n.8; Lew v. Carmel Partners, Inc., RH-TP-06-28,830 & RH-TP-06-28,835 (RHC Mar. 19, 2012) at n.9.

[8] The Commission's review of the record reveals that the Housing Provider sent the Tenant a letter dated August 4, 2004, which contained several different rent increases amounts corresponding with an optional length of a new lease agreement, as follows:

Lease Option	Monthly Rent	Lease Option	Monthly Rent
12 – Month Lease	$1,303.00	6 – Month Lease	$1,505.00
11 – Month Lease	$1,540.00	5 – Month Lease	$1,605.00
10 – Month Lease	$1,555.00	4 – Month Lease	$1,655.00
9 – Month Lease	$1,495.00	3 – Month Lease	$1,665.00
8 – Month Lease	$1,535.00	2 – Month Lease	$1,665.00
7 – Month Lease	$1,545.00	Month-to-Month	$1,755.00

RX 3; R. at 208. *See* Final Order at 2; R. at 198. The letter also directed the Tenant to inform the Housing Provider of his lease selection by August 23, 2004, or his lease would convert to the month-to-month amount of $1,755.00. RX 3; R. at 208. Regardless of the option the Tenant selected, the lease term would take effect on October 1, 2004. RX 3; R. at 208. The Commission will henceforth refer to this letter as "Lease Option Letter."

[9] The Act's definition of "rent" is contained at D.C. OFFICIAL CODE § 42-3501.03(28) (2001), and is recited *infra* at 11.

signing a twelve-month lease term, versus a month-to-month lease, demonstrated that it valued, or benefitted from, the longer term.[10] Brief of David G. Wilson at 5.

> The Commission's standard of review is detailed in 14 DCMR § 3807.1 (2004):
>
> [T]he Commission shall reverse final decisions of the Rent Administrator which the Commission finds to be based on arbitrary action, capricious action, or an abuse of discretion, or which contains conclusions of law not in accordance with the provisions of the Act, or findings of fact unsupported by substantial evidence on the record of the proceedings before the Rent Administrator.

14 DCMR § 3807.1; *see, e.g.,* Burkhardt v. B.F. Saul Co., RH-TP-06-28,708 (RHC Sept. 25, 2014); Karpinski v. Evolve Prop. Mgmt., LLC, RH-TP-09-29,590 (RHC Aug. 19, 2014). The Commission shall "defer to a hearing examiner's decision so long as it flows rationally from the facts and is supported by substantial evidence." 1773 Lanier Place, N.W. Tenants' Ass'n v. Drell, TP 27,344 (RHC Aug. 31, 2009) at 58 (citing Majerle Mgmt., Inc. v. D.C. Rental Hous. Comm'n, 866 A.2d 41, 46 (D.C. 2004)). The Commission has defined "substantial evidence" "as such relevant evidence as a reasonable mind might accept as able to support a conclusion." Marguerite Corsetti Trust v. Segreti, RH-TP-06-28,207 (RHC Sept. 18, 2012) at 12 (citing Hago v. Gewirz, RH-TP-08-11,552 & RH-TP-08-12,085 (RHC Aug. 4, 2011); Fort Chaplin Park Assocs. v. D.C. Rental Hous. Comm'n, 649 A.2d 1076, 1079 (D.C. 1994)); Hardy v. Sigalas, RH-TP-09-29,503 (RHC July 21, 2014). It is not the Commission's role "to 'weigh the testimony and substitute ourselves for the trier of fact.'" Washington Cmtys. v. Joyner, TP 28,151 (RHC Jul. 22, 2008) at 15 (quoting Fort Chaplin Park Assocs., 49 A.2d at 1079).

---

[10] The Tenant asserted, without citing any legal authority or record evidence, that the Housing Provider benefited from the twelve-month lease because it could use it to demonstrate proof of future income to a bank to secure a loan. *See* Brief of Appellant David G. Wilson at 4-6; Notice of Appeal at 1-2; Tenant Petition Statement of Facts and Statement of Law at 2-3; R. at 12-13. The Commission's review of the record reveals no evidentiary support for the Tenant's mere speculation regarding the Housing Provider's future use of the income stream from the term lease as collateral for bank or other financing.

The Act defines "rent" as "the entire amount of money, money's worth, benefit, bonus, or gratuity demanded, received, or charged by a housing provider as a condition of occupancy or use of a rental unit, its related services, and its related facilities." D.C. OFFICIAL CODE § 42-3501.03(28). The Commission has determined that even if money is not exchanged between the tenant and housing provider, where the housing provider receives a "benefit" from the tenant in exchange for tenancy, the "benefit" is considered rent, and implicates the requirements for rent increases under the Act.[11] *See, e.g.*, Kornblum v. Zegeye, TP 24,338 (RHC Aug. 19, 1999).

Although neither the Act nor the regulations provide a definition for "benefit," the Commission discussed the meaning of "benefit" as it relates to "rent" in Kornblum, TP 24,338. In Kornblum, TP 24,338, the housing accommodation had five units, but the housing provider asserted that because the use of the fifth unit was reserved for family and friends to use for free, the landlord did not receive rent for the unit, and thus was entitled to an exemption from the Act.[12] *Id.* at 6. The housing provider's brother lived in the fifth unit, and "acted as the housing provider's agent in communicating with the [other tenants] and in collecting rent." *Id.* at 7.

The Commission concluded that "[t]he service provided by the housing provider's relative was a benefit to the housing provider within the meaning of the regulation's definition of 'rent,'" and therefore the housing provider was not entitled to the exemption. *Id.*; *see, e.g.*, Worthington v. Sipper, TP 21,118 (RHC Mar. 23, 1990) (where lifeguard/pool manager services were determined to be "benefits received" by the housing provider as "rent"). Thus, the meaning of "benefit" within the Act's definition of "rent" has typically been limited to situations where a

---

[11] The regulations containing the requirements for rent increases are recited *infra* at 15.

[12] D.C. OFFICIAL CODE § 42-3502.05(a)(3) exempts "small landlords" from complying with the notice, filing, and registration provisions of the rent stabilization program. D.C. OFFICIAL CODE § 42-3502.05(a)(3). Provided the housing provider meets additional criteria laid out in D.C. OFFICIAL CODE § 42-3502.05(a)(3), a housing provider may claim an exemption from the Act's rent stabilization provisions as a "small landlord" for any rental unit in a housing accommodation with four or fewer units. *Id.*; *see also* Marguerite Corsetti Trust, RH-TP-06-28,207.

tenant provides a service or a good other than money to a housing provider related to the housing accommodation in lieu of payment of monetary rent or any discount on such rent. *See* Revithes v. D.C. Rental Hous. Comm'n, 536 A.2d 1007, 1017 n.25 (D.C. 1987) (explaining that "[t]here is no question that a unit occupied by an owner is not 'rented or offered for rent' and thus cannot be included in the aggregate number of units under the control of an owner for so long as the owner occupies the unit. . . . A relative, on the other hand, who pays 'rent' of some form - - money, goods, or services - - would appear to occupy a unit that is 'offered for rent,' and that is consequently non-excludible"); Kornblum, TP 24,338; Worthington, TP 21,118; *cf.* Marguerite Corsetti Trust, RH-TP-09-28,207 (affirming ALJ's finding that the tenant, who had lived in the housing accommodation owned by his grandmother was a "tenant" within the meaning of the Act because he paid $350 in monthly rent and performed certain maintenance and repair services for the housing accommodation throughout his time living there).

In this case, the Housing Provider sent the Tenant the Lease Option Letter on August 4, 2004, detailing twelve pricing options inversely proportional to the length of a corresponding lease term. RX 3; R. at 208; *see supra* at n.8. Since the Tenant selected a twelve-month lease term with no corresponding rent increase amount, the ALJ concluded that no rent increase occurred. Final Order at 5; R. at 195; RX 3; R. at 208; *see supra* at n.8. The Tenant claims that the Housing Provider received a "benefit" from his selection of the twelve-month lease term option within the statutory definition of "rent," and that therefore, his rent did increase. Tenant Petition at 10-11; R. at 12-13; Tenant's Motion for Partial Summary Judgment at 5; R. at 69; Notice of Appeal at 1-2; Brief of Appellant David G. Wilson at 4-8. *See supra* n.10 at 11.

Contrary to the Tenant's assertions, after reviewing the record, the Commission is satisfied that substantial record evidence supports the ALJ's determination that the twelve-month

lease term was not a "benefit" within the Act's definition of "rent." Final Order at 5; R. at 195; Lease Option Letter; RX 3; R. at 208; Notice of Appeal at 1-2. For example, the Commission's review of the record does not reveal any evidence, nor does the Tenant direct the Commission to any record evidence, that the Tenant was obligated to perform, or did perform, any services to benefit the Housing Provider in lieu of the monetary rent under the new lease. Final Order 1-7; R. at 193-99; RX 4; R. at 209; RX 5; R. at 210-25; s*ee* Kornblum, TP 24,338; Worthington, TP 21,118.

Based on its review of the record, the Commission is satisfied that the ALJ's determination that the Tenant's monthly rent did not increase when the Tenant selected the twelve-month lease option, is supported by substantial evidence, including the stated terms of the lease option letter and the Tenant's admission that the monthly amount of his rent did not increase. Tenant's Motion for Partial Summary Judgment at 9; R. at 65; Final Order at 5; R. at 195; Brief of Appellant David G. Wilson at 3; Lease Option Letter; RX 3; R. at 208; RX 5; R. at 210-24. Equally important, the Commission is satisfied that the record evidence supports the ALJ's determinations that, since the Tenant did not provide any goods or services to the Housing Provider related to the Housing Accommodation in lieu of monetary rent or for a monetary reduction of such rent in exchange for the Tenant's occupancy and use of the Housing Accommodation, the Tenant did not confer a "benefit" to the Housing Provider in lieu of the payment of monetary rent for the Housing Accommodation. *See generally*, D.C. OFFICIAL CODE § 42-3501.03(28) (defining "rent"); Kornblum, TP 24,338; 1773 Lanier Place, N.W. Tenants' Association, TP 27,344. *See also, supra* n. 10 at 11. Accordingly, the Commission determines that the ALJ's holding that no rent increase occurred as a result of the Lease Option Letter is

supported by substantial evidence and is otherwise in accordance with the Act. *See* 14 DCMR § 3807.1. The Commission affirms the ALJ on this issue.[13]

2. Whether the ALJ erred in finding that the Housing Provider was not required to comply with the notice and filing requirements

The Tenant claims on appeal that because the ALJ wrongly found that no rent increase occurred, the ALJ also erred in finding that the Housing Provider was not required to comply with the notice and filing requirements of the Act. Notice of Appeal at 2.

The notice and filing requirements for implementing a rent increase are set forth in 14 DCMR § 4205.4, which provides:

> A housing provider shall implement a rent adjustment by taking the following actions, and no rent adjustment shall be deemed properly implemented unless the following actions were taken:
>
> > (a) The housing provider shall provide the tenant of the rental unit, not less than thirty (30) days written notice pursuant to § 904 of the Act, the following:
> >
> > > (1) The amount of the rent adjustment;
> > >
> > > (2) The amount of the adjusted rent;
> > >
> > > (3) The date upon which the adjusted rent shall become due; and

[13] The Tenant asserts that the ALJ erroneously relied on Double H Housing Corp. v. David, 947 A.2d 38 (D.C. 2008), in the Final Order because in that case the housing accommodation was an exempt property, and thus the Housing Provider was not required to comply with the Act's notice provisions in order to implement a rent increase. Brief of Appellant David G. Wilson at 6-7.

In the Final Order, the ALJ cites Double H Housing Corp., 947 A.2d 38, for the following assertions: (1) landlords are entitled to increase the rent charged to month-to-month tenants and may require the tenant to execute a new lease in order to receive a discount in rent, *see* Final Order at 6; R. at 194; and (2) while a holdover tenant must have the opportunity to continue his tenancy month-to-month provided he continues to pay rent, the landlord and tenant may agree on a new lease. *Id.* Thus, contrary to the Tenant's assertion, the Commission determines that the ALJ did not interpret the legal standards articulated in Double H Housing Corp., 947 A.2d 38, in the context of requisite notices to tenants of rent increases for non-exempt properties or the legal grounds for determining a rent increase under the Act. Rather, the ALJ cited the case as precedent for the permissibility of rent discounts by housing providers as an inducement for a month-to-month tenant's agreement to a term lease so long as the tenant cannot reasonably be determined to have been coerced by a housing provider to accept such inducement. Final Order at 6; R. at 194.

> (4) The date and authorization for the rent ceiling adjustment taken and perfected pursuant to 4202.9;
>
> (b) The housing provider shall certify to the tenant, with the notice of rent adjustment, that the rental unit and the common elements of the housing accommodations are in substantial compliance with the housing regulations or if not in substantial compliance, that any noncompliance is the result of tenant neglect or misconduct;
>
> (c) The housing provider shall advise the tenant, with the notice of rent adjustment by petition filed with the Rent Administrator; and
>
> (d) The housing provider shall simultaneously file with the Rent Administrator a sample copy of the notice of rent adjustment along with an affidavit containing the names, unit numbers, date and type of service provided, certifying that the notice was served on all affected tenants in the housing accommodation.

14 DCMR § 4205.4. Thus, if a housing provider institutes a rent increase, it is required by the Act to provide a tenant with thirty (30) days written notice of the increase (including the amount and due date) and the authorization for the increase under the Act; to certify compliance with the housing regulations; to advise the tenant of necessary filings with the Rent Administrator; and to provide certain filings regarding the rent adjustment to the Rent Administrator. *See generally*, 14 DCMR § 4205.4; *see, e.g.*, Tenants of 2480 16th Street St., N.W. v. Dorchester House Associates, CI 20,768 (RHC Nov. 18, 2014) (". . . the Commission notes that actual compliance with the housing regulations remains a requirement prior to the taking of any rent increase under the Act") (emphasis added); Battle v. McElvene, TP 24,752 (RHC May 18, 2000) (finding that "the housing provider violated the [Act], when he failed to provide the tenant with a thirty (30) day notice of rent increase, the date and authorization for the rent ceiling adjustments he attempted to implement").

As explained *supra* at 11, "[t]he Commission will sustain an ALJ's interpretation of the Act unless it is unreasonable or embodies a material misconception of the law. 14 DCMR

§ 3807.1; Carpenter v. Markswright Co., RH-TP-10-29,840 (RHC June 5, 2013). In this case, the ALJ concluded that because the Tenant did not select an option from the Lease Option Letter which actually increased his rent, the Housing Provider was not required to comply with the notice and filing requirements of 14 DCMR § 4205.4. Final Order at 5; R. at 195. Moreover, the ALJ explained that if the Tenant had selected an option from the August 4, 2004 Lease Option Letter that increased his rent, the Housing Provider would have had time to comply with the requirements of 14 DCMR § 4205.4, including the filing of the necessary documents with the RACD and provision to the Tenant of the required thirty (30) day notice. Final Order at 5; R. at 195.

The Commission is satisfied that the ALJ's conclusion that the Housing Provider was not required to comply with the notice requirements for taking a rent increase because the twelve-month lease term contained no corresponding rent increase amount, *see supra* at 10-15, is in accordance with the provisions of the Act and its regulations, and is supported by substantial evidence on the record. *See* 14 DCMR §§ 3807.1, 4205.4; Tenants of 2480 16th Street St., N.W., CI 20,768; Carpenter, RH-TP-10-29,840. Accordingly, the Commission affirms the ALJ's decision regarding this issue.

E. The Final Order errs in failing to find that Wilson was coerced into abandoning his month-to-month lease when the only option offered for continuing that lease would have raised his cash rent by $452 a month, a 35% rent increase, and forced Wilson to pay far in excess of the market-constrained rents charged for comparable units by the Housing Provider.

The Tenant asserts on appeal that the ALJ erred by failing to find that the Tenant was "coerced" into entering into the twelve-month lease term because his rent would have increased $452 a month if he had remained a month-to-month tenant. Notice of Appeal at 2. In his brief the Tenant further stated that the ALJ failed to address whether the Housing Provider's conduct

in coercing him to enter into a twelve-month lease constituted retaliatory action, in violation of D.C. OFFICIAL CODE § 42-3505.02(a). Brief of Appellant David G. Wilson at 11-12.

The section of the Act addressing retaliatory action is contained in D.C. OFFICIAL CODE § 42-3505.02, which provides as follows:

> (a) No housing provider shall take any retaliatory action against any tenant who exercises any right conferred upon the tenant by this chapter, by any rule or order issued pursuant to this chapter, or by any other provision of law. Retaliatory action may include any action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit, action which would unlawfully increase rent, decrease services, increase the obligation of a tenant, or constitute undue or unavoidable inconvenience, violate the privacy of the tenant, harass, reduce the quality or quantity of service, any refusal to honor a lease or rental agreement or any provision of a lease or rental agreement, refusal to renew a lease or rental agreement, termination of a tenancy without cause, or any other form of threat or coercion.
>
> (b) In determining whether an action taken by a housing provider against a tenant is retaliatory action, the trier of fact shall presume retaliatory action has been taken, and shall enter judgment in the tenant's favor unless the housing provider comes forward with clear and convincing evidence to rebut this presumption, if within the 6 months preceding the housing provider's action, the tenant
>
> > (1) Has made a witnessed oral or written request to the housing provider to make repairs which are necessary to bring the housing accommodation or the rental unit into compliance with the housing regulations;
> >
> > (2) Contacted appropriate officials of the District government, either orally in the presence of a witness or in writing, concerning existing violations of the housing regulations in the rental unit the tenant occupies or pertaining to the housing accommodation in which the rental unit is located, or reported to the officials suspected violations which, if confirmed, would render the rental unit or housing accommodation in noncompliance with the housing regulations;
> >
> > (3) Legally withheld all or part of the tenant's rent after having given a reasonable notice to the housing provider, either orally in the presence of a witness or in writing, of a violation of the housing regulations;
> >
> > (4) Organized, been a member of, or been involved in any lawful activities pertaining to a tenant organization;

> (5) Made an effort to secure or enforce any of the tenant's rights under the tenant's lease or contract with the housing provider; or
>
> (6) Brought legal action against the housing provider.

D.C. OFFICIAL CODE § 42-3505.02; *see, e.g.*, Smith v. Joshua, RH-TP-07-28,961 (RHC Feb. 3, 2012) (finding that it was "plain error" "for the ALJ to place the burden of proof for retaliation on the [t]enant"); Jackson v. Peters, RH-TP-07-28,898 (RHC Feb. 3, 2012) (stating that although the ALJ "correctly recited the legal standards for analysis of retaliation claims under D.C. Official Code §§ 42-3505.02(a)-(b), the Commission determin[ed] that the Final Order fail[ed] to indicate how the ALJ applied these legal standards to the substantial evidence in the record to support the conclusion of law that the [h]ousing [p]rovider did not engage in illegal retaliatory actions under the Act."); Austin v. Paige, TP 27,145 (RHC Dec. 12, 2003).

As explained *supra* at 11, the Commission will reverse final decisions of the ALJ "which the Commission finds to be based on arbitrary action, capricious action, or an abuse of discretion, or which contains conclusions of law not in accordance with provisions of the Act." 14 DCMR § 3807.1; *see, e.g.*, Burkhardt, RH-TP-06-28,708; Karpinski, RH-TP-09-29,590.

The administrative procedure requirements that apply to cases arising under the Act are provided in the DCAPA at D.C. OFFICIAL CODE § 2-509. Relevant to this case, D.C. OFFICIAL CODE § 2-509(e) states as follows:

> (e) Every decision and order adverse to a party to the case, rendered by the Mayor or an agency in a contested case, shall be in writing and shall be accompanied by findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. Findings of fact and conclusions of law shall be supported by and in accordance with the reliable, probative, and substantial evidence. A copy of the decision and order and accompanying findings and conclusions shall be given by the Mayor or the agency, as the case may be, to each party or to his attorney of record.

D.C. OFFICIAL CODE § 2-509(e) (emphasis added); *see also* 14 DCMR § 4012.2 ("Each draft decision shall contain the following: (a) Findings of fact and conclusions of law (including the reasons or basis for those findings) upon each material contested issue of fact and law presented on the record...."); Dreyfuss Mgmt., LLC v. Beckford, RH-TP-07-28,895 (RHC Sept. 27, 2013) (vacating and remanding the imposition of fines for failure to state clear findings of fact and conclusions of law). Thus, to satisfy the DCAPA, a final order must meet three criteria: "(1) the decision must state the findings of fact on each material, contested issue; (2) those findings must be based on substantial evidence; and (3) the conclusions of law must follow rationally from the findings." Gelman Mgmt. Co. v. Grant, TPs 27,995; 27,997; 27,998; 28,002; & 28,004 (RHC Aug. 19, 2014) at 13 (citing Perkins v. D.C. Dep't of Emp. Servs., 482 A.2d 401, 402 (D.C. 1984); *see, e.g.*, Branson v. D.C. Dep't of Emp't Servs., 801 A.2d 975, 979 (D.C. 2002) ("Since the issue [raised by the petitioner was] presented to the agency, and the agency failed to address it, we must remand the case . . . for a determination of [the claim]"); Butler-Truesdale v. Aimco Props., LLC, 945 A.2d 1170, 1170-71 (D.C. 2008) ("[The ALJ] failed to consider all of the evidence and testimony presented at the hearing. Because the ALJ did not make findings on all contested issues of material fact, we remand for further proceedings." (internal quotations omitted)).

When specific findings of fact and conclusions of law on each of the contested issues are missing from the record, the Commission is unable to properly perform its review function. 14 DCMR § 3807.1; Gelman Mgmt. Co., TPs 27,995; 27,997; 27,998; 28,002; & 28,004 at 15; Butler-Truesdale, 945 A.2d at 1170-71. It is not the Commission's role to weigh the testimony and substitute its judgment for that of the ALJ. Bohn Corp. v. Robinson, RH-TP-08-29,328 (RHC July 2, 2014). Consequently, the Commission has concluded that both the DCAPA and

the Act require it to remand issues which are not fully considered in a final order for further consideration. Gelman Mgmt. Co., TPs 27,995; 27,997; 27,998; 28,002; & 28,004 at 15; Notsch v. Carmel Partners, LLC, RH-TP-06-28,690 (RHC May 16, 2014).

The Commission's review of the Final Order reveals that the ALJ failed to address the Tenant's claim of retaliation, even though the Tenant raised the claim in the Tenant Petition, and addressed the issue in greater detail in subsequent filings. *See* Tenant Petition; R. at 18; Notice of Re-Statement of Relief Sought in Petition at 2; R. at 159; Tenant's Motion for Issuance of Subpoenas at 4; R. at 83. The Commission notes that while the ALJ concluded that "[t]his is not a situation where a tenant is coerced into 'abandoning a month-to-month tenancy'" (emphasis added), the ALJ failed to address the legal requirements of a claim of retaliation under the Act, and make factual findings and provide conclusions of law with respect to the merits of the Tenant's claim of retaliation under the Act. *Id.*

Accordingly, the Commission remands this issue to the ALJ to provide findings of fact and conclusions of law on any alleged retaliation. D.C. OFFICIAL CODE § 2-509(e); 14 DCMR § 3807.1; *see, e.g.*, Butler, 945 A.2d at 1170-71; Karpinski, RH-TP-09-29,590; Dreyfuss Mgmt., RH-TP-07-28,895. The ALJ, in her discretion, may determine that the record needs to be supplemented through additional proceedings, including an evidentiary hearing, to assist her in her determination of the retaliation claim. On remand, the Commission instructs the ALJ to address the following elements of a claim of retaliation under the Act: (1) whether the Housing Provider engaged in prohibited conduct under the Act in D.C. OFFICIAL CODE § 42-3505.02(a); (2) whether the Tenant raised a presumption of retaliation by engaging in one of the six protected activities enumerated in D.C. OFFICIAL CODE § 42-3505.02(b), *supra* at 18-19; and (3) whether

the Housing Provider rebutted the presumption of retaliation by clear and convincing evidence as required by D.C. OFFICIAL CODE § 42-3505.02(b). *See* D.C. OFFICIAL CODE §§ 2-509(e), 42-3505.02; Karpinski, RH-TP-09-29,590; Jackson v. Peters, RH-TP-07-28,898 (RHC Feb. 3, 2012); Norwood v. Peters, TP 27,678 (RHC Feb. 3, 2005) at 7; Smith v. Christian, TP 27,661 (RHC Sept. 23, 2005).

IV. CONCLUSION

Based on the foregoing, the Commission affirms the ALJ on issues A, B, C, and D. The Commission has determined that there is no legal merit under the Act to the Tenant's following claims: (1) the Tenant's selection of a twelve-month lease term with no corresponding rent increase as contained in the Lease Option Letter constituted a rent increase under the Act; and (2) the Housing Provider was required to comply with the notice and filing requirements of the Act for taking a rent increase. *See supra* at 9-17.

The Commission remands Issue E to the ALJ for findings of fact and conclusions of law on the Tenant's claim of retaliation, in accordance with the Act's requirements in D.C. OFFICIAL CODE § 42-3505.02(a)-(b) and the Commission's considerations discussed *supra* at 17-22.[14] *See*

[14] On remand, the Commission cautions the ALJ to support her conclusions of law with decisions issued by the DCCA and the Commission interpreting the relevant provisions of the Act. The Commission notes that the ALJ cited to Lomax v. Enonchong and Fabrice, RH-TP-08-29,327 (OAH 2009) in the Final Order, an unpublished OAH decision that is unavailable for review by the Commission, and described the decision as holding "that a housing provider's proposal of a new lease that would require tenant to pay utilities as well as rent was an attempt to explore an alternative lease arrangement, and not a demand for rent." Final Order at 5; R. at 195. If the ALJ's description of the holding in this case is accurate, the Commission observes that Lomax, RH-TP-08-29,327, misstated the applicable law under the Act. Kuratu v. Ahmed, Inc., RH-TP-07-28,985 (RHC Dec. 27, 2012) (holding that where electricity had previously been included in the payment of rent, and was thus a related service under the Act, landlord's attempt to begin charging the tenant separately for electricity constituted a violation of the Act). As the ALJ did not rely on Lomax, RH-TP-08-29,327, in making her findings of fact and conclusions of law, the Commission is satisfied that this error is not cause for reversal or remand.

14 DCMR § 3807.1; *see, e.g.*, Karpinski, RH-TP-09-29,590 at 24 (citing Jackson, RH-TP-07-28,898); Norwood, TP 27,678; Smith, TP 27,661.

SO ORDERED

PETER B. SZEGEDY-MASZAK, CHAIRMAN

RONALD A. YOUNG, COMMISSIONER

MOTIONS FOR RECONSIDERATION

Pursuant to 14 DCMR § 3823 (2004), final decisions of the Commission are subject to reconsideration or modification. The Commission's rule, 14 DCMR § 3823.1 (2004), provides, "[a]ny party adversely affected by a decision of the Commission issued to dispose of the appeal may file a motion for reconsideration or modification with the Commission within ten (10) days of receipt of the decision."

JUDICIAL REVIEW

Pursuant to D.C. OFFICIAL CODE § 42-3502.19 (2001), "[a]ny person aggrieved by a decision of the Rental Housing Commission…may seek judicial review of the decision…by filing a petition for review in the District of Columbia Court of Appeals." Petitions for review of the Commission's decisions are filed in the District of Columbia Court of Appeals and are governed by Title III of the Rules of the District of Columbia Court of Appeals. The court may be contacted at the following address and telephone number:

D.C. Court of Appeals
Office of the Clerk
Historic Courthouse
430 E Street, N.W.
Washington, DC 20001
(202) 879-2700

CERTIFICATE OF SERVICE

I certify that a copy of the **DECISION AND ORDER** in RH-TP-07-28,907 was served by first-class mail, postage prepaid, this **10th day of March, 2015**, to:

Copies to:

David G. Wilson
3003 Van Ness Street, N.W.
Apartment S1006
Washington, D.C. 20008

Roger D. Luchs
Greenstein, DeLorme, & Luchs, P.C.
1620 L Street, N.W.
Suite 900
Washington, D.C. 20036

LaTonya Miles
Clerk of Court
(202) 442-8949