

**DISTRICT OF COLUMBIA
Office of Administrative Hearings**

HARRY GURAL,

Tenant/Petitioner,

v.

EQUITY RESIDENTIAL MANAGEMENT

Housing Provider/Respondent.

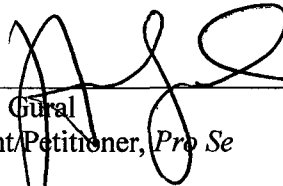
Case No.: 2016 DHCD TP 30,855

3003 Van Ness Street, N.W. Apt. S-707

TENANT OPPOSITION TO HOUSING PROVIDER'S MOTION FOR SUMMARY JUDGMENT

I ask this Court to deny Equity Residential Management's ("Housing Provider") Motion for Summary Judgment because the facts of the case are highly in dispute. In support hereof, I provide the attached Memorandum of Points and Authorities.

Respectfully submitted this November 4, 2016,



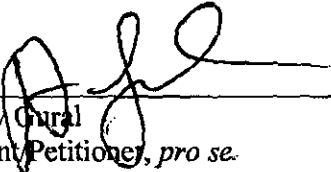
Harry Gural
Tenant/Petitioner, *Pro Se*

3003 Van Ness Street, N.W., Apt. S-707
Washington, D.C. 20008

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion and Memorandum of Points and Authorities in Support thereof was served on this 4th of November by USPS Priority Mail, postage pre-paid upon:

Richard W. Luchs (D.C. Bar No. 243931)
Joshua M. Greenberg (D.C. Bar No. 489323)
Debra F. Leege (D.C. Bar No. 497380)
1620 L Street, N.W. Suite 900
Washington, DC 20036-5605



Harry Gural
Tenant/Petitioner, *pro se.*

**DISTRICT OF COLUMBIA
Office of Administrative Hearings**

HARRY GURAL,

Tenant/Petitioner,

v.

EQUITY RESIDENTIAL MANAGEMENT

Housing Provider/Respondent.

Case No.: 2016 DHCD TP 30,855

3003 Van Ness Street, N.W. Apt. S-707

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
TENANT OPPOSITION TO HOUSING PROVIDER’S MOTION FOR SUMMARY JUDGMENT**

I, Harry Gural, the Tenant/Petitioner, acting *pro se*, hereby submit my Memorandum of Points and Authorities in opposition to the Housing Provider’s Motion for Summary Judgment. The facts of the case are highly in dispute.

The request by Equity Residential Management (“Housing Provider”) to dismiss my case before it can be heard comes less than two weeks before the Court-ordered mediation, which is scheduled for November 16th. The date was set with the written agreement of the Housing Provider’s attorneys, Greenstein, DeLorme and Luchs. *See Exhibit A.*

Furthermore, Equity Residential, a \$22 billion corporation, cannot be prejudiced by allowing the case to be heard by the Court because I am paying the disputed \$297 per month into escrow under a Protective Order in Landlord and Tenant Court. *See Exhibit B.*

This case is at the center of an evolving controversy over Equity Residential’s efforts to circumvent DC rent control laws. These practices are currently under investigation. In

addition, legislation already has been introduced in the DC City Council that would make clear that Equity Residential's actions are illegal.

As the president of the Van Ness South Tenants Association, which represents tenants of the Equity Residential apartments at 3003 Van Ness, over 50 residents have told me that Equity Residential has demanded rent increases that far exceed the legal limit. Many tenants have asked for my help submitting Tenant Petitions against Equity Residential, but they are awaiting the results of my case before the Office of Administrative Hearings (OAH). Granting the Housing Providers' Motion for Summary Judgment effectively would strongly deter those residents from seeking justice in the OAH.

I. MATERIAL FACTS IN DISPUTE

In its Motion for Summary Judgment, Equity Residential Management claims that there is no disagreement about the material facts of the case. In fact, the most important facts in the case are highly in dispute.

- 1) Equity Residential claims that my monthly rent between April 1, 2015 and March 31, 2016 was \$2,118. However, Wells Fargo bank statements clearly show that I paid \$1,830 per month (plus \$100 parking) during that period. *See Exhibit C.*
- 2) There is no lease covering the period from April 1, 2015 to March 31, 2016. Equity Residential's Property Manager, Avis Duvall, has conceded in writing that no lease exists for that period. *See Exhibit D.*
- 3) Early this year, I negotiated rent for the period beginning April 1, 2015 with property manager Avis Duvall. The amount agreed upon was \$1,895. However, Equity demanded that in order to get this price I sign a lease stating that the monthly rent was \$2,192. When I refused to sign a lease, as it my right in the

District of Columbia, Equity sued me in Landlord and Tenant Court for the amount in dispute (\$297).

- 4) Equity Residential accepted \$1,830 as monthly rent for the entire period from April 1, 2015 to March 31, 2016, as evidenced in the Wells Fargo bank statements. If the Equity Residential contends that the monthly rent was \$2,118 it would have initiated legal action many months ago.
- 5) The rent (\$2,192) demanded by Equity Residential on RAD 8 form sent on January 15, 2016 amounts to a 19.8% increase over last year's rent (\$1,830). DC Code § 42–3502 permits a maximum increase of 2% plus the adjustment of general applicability (CPI), a total of 3.4%. The 19.8% increase demanded by Equity Residential is more than five times the legal limit.
- 6) In an affidavit for the Motion for Summary Judgment, Equity Residential property manager Avis Duvall swears under penalty of perjury that the Housing Provider submitted “true and accurate” copies of the Housing Provider’s Notice to Tenants of Adjustments in Rent Charged (RAD Form 8) in January 2015 and January 2016. However, the rent figures listed on both forms are significantly inflated and thus false. *See Exhibit E.*
- 7) The rent statute [DC Code § 42–3509.01(b)(2)] calls for a fine of \$5,000 for willfully making a false statement in a document filed under the Rent Control Reform Act.
- 8) The RAD 8 forms sent to the Tenant and submitted to the RAD are inaccurate and misleading because they include in the header the names and addresses of both the Housing Provider and the Rental Accommodations Division – the form

cannot simultaneously be from the RAD and from the Housing Provider. This gives the appearance that the figures on the form have been checked, authorized and issued by the city, when in fact these numbers are self-reported by Equity Residential and are significantly inflated and thus false. *See Exhibit E.*

- 9) In an affidavit submitted with the Motion for Summary Judgment, Equity Residential property manager Avis Duvall swears under penalty of perjury that the Housing Provider submitted “true and accurate” copies of the Certificate of Notice to RAD of Adjustments in Rent Charged (RAD Form 9) in January 2015 and February 2016. However, the rent figures listed on both forms are false. *See Exhibit F.*
- 10) The RAD 9 Forms submitted by Equity Residential in its Motion for Summary Judgment reveal that Equity systematically overstates the amount it receives in rent. The rents reported on the RAD Form 9 dated January 1, 2015 average approximately \$2,700. One-bedroom apartments at 3003 Van Ness rent for approximately between \$1,900 and \$2,000. *See Exhibit F.*
- 11) Equity reports to the Rental Accommodations Divisions rents for one-bedroom apartments that exceed \$3,500 – an unheard of amount in the Van Ness neighborhood. It then bases rent increases on these absurdly high figures. *See Exhibit G.*

II. ANALYSIS

- 1) The rent figures that Equity Residential submits to the Rental Accommodation Division are far in excess of the amount actually paid by the tenant. These inflated figures are effective rent ceilings.

- 2) Rent ceilings were “abolished” by the Rent Control Reform Act of 2006. DC Code § 42–3502.06 states that rent ceilings are “abolished.”
- 3) Equity Residential’s presentation of the facts and its analysis of the case rely heavily on the term “concession.” This term does not appear in the definitions in statute governing rent control, DC Code § 42-3501.03.
- 4) Equity Residential attempts to define the word “rent” as an effective rent ceiling that far exceeds what the tenant actually pays. The definition in the statute, DC Code § 42–3501.03 (28) states that “‘Rent’ means 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.”
- 5) Equity Residential bases its arguments for effective rent ceilings and “rent concessions” on two OAH cases – *Pope vs. Equity Residential Management* and *Mary Jane Maxwell vs. Equity Residential Management*. The decision in the *Pope* case is not based on DC law, but on law and custom in New York City. It states that:

“The propriety of rent concessions has not been addressed by the District of Columbia Court of Appeals or the Rental Housing Commission in the context of the District’s rent control scheme. However, New York City, which is also rent controlled, has addressed rent concessions in the scheme of rent control. Although New York does not have any laws or regulations pertaining to rent concessions, there is a similar concept within its legislative framework called ‘preferential rent.’”

- 6) On the issue of rent ceilings and “rent concessions,” the *Maxwell* decision depends entirely on the *Pope* decision.

III. THE HOUSING PROVIDER’S POSSIBLE REASONS FOR RETALIATION

In its Motion for Summary Judgment, Equity Residential claims that its actions against me are not retaliatory in nature. However, I can provide ample evidence to demonstrate that they are retaliatory. Moreover, there are a number of reasons why Equity Residential seeks to retaliate against me:

- 1) I am the president of the Van Ness South Tenants Association and also one of the leading tenant advocates in the District of Columbia fighting against efforts by Equity Residential to circumvent DC rent control laws.
- 2) I have advised over 50 tenants of 3003 Van Ness on their rights under DC rent control laws, and have helped to negotiate lower increases for many of them.
- 3) If my efforts are successful in demonstrating that Equity Residential’s efforts to circumvent DC rent control are to be illegal, the corporation may lose tens of millions in revenue.
- 4) At the request of the Office of the Tenant Advocate, I appeared on a panel on “rent concessions” at the Tenants Summit on September 24, 2016. I explained in detail the method by which Equity Residential circumvents DC rent control laws and maintains effective rent ceilings.
- 5) I testified on the issue before the DC City Council’s Committee on Housing. I appeared at the hearing at the request of Chairwoman Anita Bonds, who is cosponsoring legislation to make it clear that DC rent control laws do not permit the establishment of effective rent ceilings.

- 6) I am one of the principal subjects of a City Paper expose on efforts by Equity Residential to circumvent DC rent control laws. *See Exhibit H.*

IV. RETALIATORY ACTION

In its Motion for Summary Judgment, Equity Residential states that “Mr. Gural alleges Housing Provider took retaliatory action against him in violation of D.C. Code § 42–3505.02 by enforcing concession language that Mr. Gural agreed to sign in his lease.” However, that is false—although my Tenant Petition does claim retaliation, but for the purposes of that short document provides no additional information.

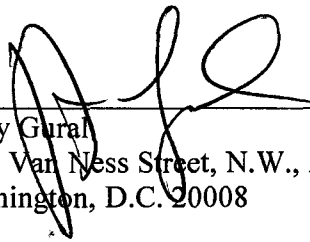
The following are three specific ways in which Equity Residential has retaliated against me.

- 1) Equity Residential’s Motion for Summary Judgment seeks to deny me the right to a hearing in the Office of Administration Hearings. There is no other court that has jurisdiction over specific issues regarding rent control.
- 2) Equity Residential has been charging me late fees on my account despite the fact that I am paying to it the legal rent, and in additions I am paying the disputed amount (\$297) under a Protective Order mandated by the Landlord and Tenant Court. *See Exhibit J.*
- 3) According to the Office of Personnel Management MyIDCare program, Equity Residential has claimed to credit agencies that I have not paid my rent. The OPM program reports that Equity Residential’s actions have lowered my credit score.

V. SUMMARY

The principal argument for denying Equity Residential's Motion of Summary Judgment is that the facts themselves are intensely disputed. It is my right to present my case in the Office of Administrative Hearings, and I look forward to the opportunity to appear before the Court and to answer any questions about these factual disputes. I respectfully request that the Court deny the Housing Provider's Motion of Summary Judgment and its attempt to prevent me from having my case heard in Court.

Respectfully submitted this 4th of November, 2016,



Harry Gural
3003 Van Ness Street, N.W., Apt. S-707
Washington, D.C. 20008

EXHIBIT A

Changing date for mediation

Inbox x



Harry Gural <harrygural@gmail.com>
to Joshua, Debra

Oct 21 (13 days ago) ☆



Josh and **Debra**,

I received a notice from OAH scheduling mediation for Nov. 8 at 1:30. I plan to be in Boston that day as well as Tuesday and Wednesday that week. Can we reschedule for Thursday? Anytime works for me.

...



Debra F. Leege
to me

Oct 21 (13 days ago) ☆



Mr. Gural:

I consent to a continuance of the mediation. However, I am not sure when the mediator at the Office of Administrative Hearings will be available. I am awaiting my client's availability but will be back in touch as soon as I have confirmation of schedules.

Debra

Debra Fischer Leege, Esq.
Greenstein DeLorme & Luchs, P.C.
1620 L Street, N.W., Suite 900
Washington, D.C. 20036
Telephone: [\(202\) 452-1400, x5426](tel:(202)452-1400)
Facsimile: [\(202\) 452-1410](tel:(202)452-1410)
E-Mail: df@gdllaw.com

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administrator@gdllaw.com

THANK YOU



Debra F. Leege
to Richard, me

Oct 21 (13 days ago) ☆



Mr. Gural:

I have checked with my clients. We are available on the following days:

November 10 (morning only), 11, 14-16, 29-30

Debra

From: Debra F. Leege
Sent: Friday, October 21, 2016 12:50 PM
To: 'Harry Gural'
Subject: RE: Changing date for mediation

...



Harry Gural <harrygural@gmail.com>
to Debra

Oct 21 (13 days ago) ☆



OK -- I'll request 10th in the am or 16th.

...

EXHIBIT B



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION – LANDLORD AND TENANT BRANCH

FILED
IN OPEN COURT
MAY 19 2016
Superior Court
of the District of Columbia
Washington, D.C.

EQUITY RESIDENTIAL MANAGEMENT, LLC Plaintiff

versus

Case # 2016 LTB 010863

HARRY GURAL Defendant

Protective Order Information Sheet
(Judge Campbell)

The Court entered a Protective Order on the record on 5/19/2016

The Protective Order requires the Defendant to pay into the Court Registry the sum of \$ 297.00 by the 5th day of June and the sum of \$ 297.00 by the 5th day of each month thereafter during the pendency of this case.

Deposits to the Court Registry must be paid at the Landlord and Tenant Clerk's Office and may not be paid by mail. Deposits to the Court Registry must be made by any combination of CASH, MONEY ORDER, CASHIER'S CHECK, CERTIFIED CHECK, or ATTORNEY'S ESCROW ACCOUNT CHECK made payable to **Clerk, D.C. Superior Court.** The Court cannot accept personal checks.

Bring this form with you to the Landlord and Tenant Clerk's Office, Building B, 510 4th Street N.W., Rm. 110 each time you make a protective order payment. Go to Window #1 to process your protective order payment.

- This case has been continued to _____ for trial at _____ am/pm.
- This case has been continued to 9/19/2016 for Further Initial Hearing at 10:00 am.
- This case has been certified to the Civil Division for trial. You will receive a notice in the mail of your next court date and location.

OFFICE HOURS:

Monday through Friday	8:30 a.m. to 5:00 p.m.
Wednesday (for Protective Order payments only).....	6:30 p.m. to 8:00 p.m.
Saturday	9:00 a.m. to 12:00 noon

PLEASE DO NOT MAIL YOUR PROTECTIVE ORDER PAYMENTS!

- A copy of this form has been hand delivered/mailed to all Parties; **or**
- A copy of this form has been hand-delivered/mailed to Plaintiff; **and**
- A copy of this form has been hand-delivered/mailed to Defendant.

EXHIBIT C

Crown Account Regular

Account number: 1010025493649 ■ December 25, 2015 - January 28, 2016 ■ Page 1 of 3



HARRY D GURAL
3003 VAN NESS ST NW APT S707
WASHINGTON DC 20008-4711

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (389)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input checked="" type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Overdraft Protection	<input type="checkbox"/>
Mobile Banking	<input checked="" type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>

Activity summary

Beginning balance on 12/25	██████████
Deposits/Additions	██████████
Withdrawals/Subtractions	██████████
Ending balance on 1/28	\$15,013.10

Account number: 1010025493649

HARRY D GURAL

Washington, DC account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 054001220

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/28		Bill Pay Equity Residenti Recurringxxxxxx07071 on 12-28		1,930.00	8,455.39
1/4		Recurring Transfer to Gural H Way2Save Savings Ref #Ope5Q6Q8VP xxxxxx6327		300.00	8,155.39
1/5		US Senate Fed Salary 123115 xxxxx2309 Harry Gural	3,539.50		
1/5		Fid Bkg Svc LLC Moneyline 160105 x01329207 Sck8D Harry D Gural	4,902.14		
1/5		Bill Pay Chase Card Servi on-Line XXXXXXXXXXXX75225 on 01-05		2,000.00	14,597.03
1/11		Bill Pay Verizon Wireless RecurringXXXXXXXXXX00001 on 01-11		153.22	14,443.81
1/15		Vanguard Buy Investment 011416 652268613212917 Harry D Gural		500.00	13,943.81
1/19		Bill Pay Rcn Cable RecurringXXXXXXXXX84104 on 01-19		122.21	13,821.60
1/20		US Senate Fed Salary 011516 xxxxx2309 Harry Gural	3,662.98		17,484.58
1/21	1517	Check		100.00	
1/21	151	Check		41.48	17,343.10
1/26		Bill Pay Equity Residenti Recurringxxxxxx07071 on 01-26		1,930.00	15,413.10
1/28	1518	Check		50.00	
1/28	1515	Check		200.00	
1/28	1516	Check		50.00	
1/28	1519	Check		100.00	15,013.10
Ending balance on 1/28					15,013.10

Totals **\$12,104.62** **\$7,476.91**

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
151	1/21		1516	1/28	50.00	1518	1/28	50.00
1515 *	1/28	200.00	1517	1/21	100.00	1519	1/28	100.00

* Gap in check sequence.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 12/25/2015 - 01/28/2016	Standard monthly service fee \$12.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average daily balance	\$1,500.00	\$13,243.00 <input checked="" type="checkbox"/>
· Monthly automatic payment to a Wells Fargo home mortgage	1	0 <input type="checkbox"/>
· Combined balances in linked accounts, which may include	\$2,500.00	\$33,274.55 <input checked="" type="checkbox"/>
- Average daily balances in checking and savings accounts		
· Combined balances in linked accounts, which may include	\$5,000.00	\$0.00 <input type="checkbox"/>
- Average daily balances in time accounts and FDIC-insured retirement accounts		
· Combined balances in linked accounts, which may include	\$5,000.00	\$0.00 <input type="checkbox"/>
- Outstanding balances in consumer installment loans		
- Line amount in credit cards and consumer lines of credit		

EXHIBIT D

EMAIL EXCHANGE WITH AVIS DUVALL (EQUITY BUILDING MANAGER) RE: HARRY GURAL'S LEASE

Copy of my lease

Inbox x



Harry Gural <harrygural@gmail.com>

May 3 ☆



to Avis ▾

Avis,

Could you please send me a copy of my last year's lease? I remember that at the time it was necessary to do an online digital signature but that a copy of the lease couldn't be downloaded. However, I am told that by law you must provide me with a copy of the lease. Could you please send me a copy today?

Many thanks,

Harry



Avis Duvall <aduvall@eqr.com>

May 3 ★



to me ▾

Hello Harry,

In reviewing your lease history, I see we sent you a 12 month lease on 2/17/15, and you viewed it on 3/28/15. We re-sent the lease to you on 4/9/15, and due to it not being signed you were sent an email on 4/16/15 stating the lease envelope was voided. As a month to month resident you are not required to sign a new lease.

Please let me know if I can be of further assistance.

Sincerely,

Avis

Avis DuVall
General Manager

3003 Van Ness
3003 Van Ness Street NW
Washington, DC 20008
[202.244.7811](tel:202.244.7811) Office [202.244.1881](tel:202.244.1881) Fax

EquityApartments.com
Equity Residential – *how home should feel*

Our goal is to ensure that every resident is very satisfied.

EMAIL EXCHANGE WITH AVIS DUVALL (EQUITY BUILDING MANAGER) RE: HARRY GURAL'S LEASE



Harry Gural <harrygural@gmail.com>

May 3 ☆



to Avis ▾

Avis,

Thanks for your note. I am looking for a printed or PDF copy of my **lease** covering April 2015 to March 2016. I don't want a link to an electronic copy that can't be downloaded -- I would like an actual copy of the **lease**, either physical or PDF.



Avis Duvall <aduvall@eqr.com>

May 3 ★



to me ▾

Hello Harry,

I'm sorry, but you never signed a **lease** covering April 2015 to March 2016. We issued a 12 month **lease** term one but it was never signed and subsequently voided. As shared, we don't require residents that are month to month sign a **lease**. You also currently don't have a **lease** signed covering 2016 to 2017.



EXHIBIT E

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

Harry Gural
3003 Van Ness Street, N.W. Apt # S0707
Washington, DC 20008

Date: 01/15/2015

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ <u>2,048</u>
The dollar adjustment in your rent charged is:	\$ <u>70</u>
The percentage adjustment in your rent charged	<u>3.40</u> %
Your new rent charged is:	\$ <u>2,118</u>
The effective date is:	<u>04/01/2015</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2014 through April 2015 is 1.4%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

Harry Gural
3003 Van Ness Street, N.W. Apt # S0707
Washington, DC 20008

Date: 01/15/2016

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	<u>\$ 2,118</u>
The dollar adjustment in your rent charged is:	<u>\$ 74</u>
The percentage adjustment in your rent charged	<u>3.50 %</u>
Your new rent charged is:	<u>\$ 2,192</u>
The effective date is:	<u>04/01/2016</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

EXHIBIT F



RAD Date Stamp

Internal Use Only

C/O current:

yes no n/a

BBL current: yes no

Reg. current: yes no

**CERTIFICATE OF NOTICE TO RAD
 OF ADJUSTMENTS IN RENT CHARGED**

HOUSING PROVIDER(S) SHALL FILE THIS CERTIFICATE WITH THE RENTAL
 ACCOMMODATIONS DIVISION. THIS FORM IS NOT SERVED ON TENANTS.

I, Smith Property Holdings Van Ness L.P., declare, affirm and ratify as follows:
 (Housing Provider's Name)

1. I am the Housing Provider of the following Housing Accommodation or Rental Unit(s)

(address): Archstone Van Ness, 3003 Van Ness Street, N.W.

Washington, D.C. 20008

2. My business address is (No P.O. Box): Robert Grealy

1500 Massachusetts Ave NW, Suite 25, Washington, DC 20005

3. My business telephone number and email address are:

202-971-7065, rgrealy@eqr.com

4. The Certificate of Occupancy number for the Housing Accommodation is B175541

5. My Basic Business License number is 54002038 and expires on (date): 10/31/2015

6. My RAD Registration Number for the Housing Accommodation is: 54002038

7. Attached hereto are the following documents related to the adjustment(s) in the rent charged for the Housing Accommodation and the Rental Unit(s): (1) a sample "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" (except for Vacancy Increases); and (2) a completed "Appendix of Notices of Adjustments in Rent(s) Charged."

8. The "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" was served on each of the Tenant(s) listed in the "Appendix of Notices of Adjustments in Rent(s) Charged" prior to the filing of this "Certificate of Notice to RAD of Adjustments in Rent Charged."

9. The Rental Unit(s) and common elements of the Housing Accommodation are in substantial compliance with the Housing Code as required by 14 DCMR § 4216.2 (2004), or any noncompliance is the result of Tenant neglect or misconduct.

I declare, affirm and ratify under penalty of perjury that the foregoing information is complete and accurate to the best of my knowledge. I fully understand and acknowledge that my signature below shall be deemed as the taking of an oath or affirmation regarding all of the information provided herein, to which the sanctions for perjury, false swearing or false statements under D.C. OFFICIAL CODE §§ 22-2402, 2404 & 2405 (Supp. 2008), respectively, shall apply.

Smith Property Holdings Van Ness L.P.

Housing Provider's Printed Name

Housing Provider's Signature

Gene Santomartino, Agent For Housing Provider

01/15/2015

Date:

RECEIVED
 2015 JAN 27 PM 2 00
 HRA-DHCD
 RENTAL
 ACCOMMODATIONS
 DIVISION

APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED

(with Continuation Page)

Unit No.	Tenant(s) Name(s)	Prop. Rental	New Rent	Dollar Change	Percent Change	Section of Act	Date Tenant Served with Notice	Effective Date of Rent Adjustment	13(a)(2) Rental Unit No.	Type of Service (No. is below)
S0107	Chris Prismo, Sarita Perales	2624	2713	89	3.4	208(h)(2)	01/15/2015	04/01/2015		4
S0217	Nicholas Serrano, Yulia Danilina	2258	2335	77	3.4	208(h)(2)	01/15/2015	04/01/2015		4
S0220	Benjamin McKee, Alanna Tievsky	2995	3097	102	3.4	208(h)(2)	01/15/2015	04/12/2015		4
S0221	Cheryl Thoren	2192	2267	75	3.4	208(h)(2)	01/15/2015	04/05/2015		4
S0407	Bradley Erickson, Anne Limowski	3175	3283	108	3.4	208(h)(2)	01/15/2015	04/25/2015		4
S0417	Jeff Reisman	2339	2419	80	3.4	208(h)(2)	01/15/2015	04/30/2015		4
S0501	Elizabeth Rekowski, Melanie Jones	3721	3848	127	3.4	208(h)(2)	01/15/2015	04/19/2015		4
S0505	Phuong Nguyen, Hoang Do	2158	2231	73	3.4	208(h)(2)	01/15/2015	04/04/2015		4
S0519	Patricia Villaruz	2484	2568	84	3.4	208(h)(2)	01/15/2015	04/11/2015		4
S0612	Hesham Khedr, Sozan Elshamy	2326	2405	79	3.4	208(h)(2)	01/15/2015	04/07/2015		4
S0613	Charles Titus	2398	2480	82	3.4	208(h)(2)	01/15/2015	04/01/2015		4
S0623	Kathy Chiao, Alexandra Bonagura	3060	3164	104	3.4	208(h)(2)	01/15/2015	04/28/2015		4
S0707	Harry Gural	2048	2118	70	3.4	208(h)(2)	01/15/2015	04/01/2015		4
S0723	Sofia Melendez	1886	1950	64	3.4	208(h)(2)	01/15/2015	04/28/2015		4
S0923	Ara Salerian	2583	2671	88	3.4	208(h)(2)	01/15/2015	04/09/2015		4
S1008	Carolina Acosta, Ernesto Gordillo	2723	2816	93	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0111	Hyman Cole	1705	1729	24	1.4	208(h)(2)	01/15/2015	04/01/2015		4
W0125	Darryl Sester, Robert Heffernan	2365	2445	80	3.4	208(h)(2)	01/15/2015	04/18/2015		4
W0202	Thomas McGinty	2973	3074	101	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0218	Couroche Kalantary, Giilda Kurdi	2129	2201	72	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0320	Kristen Freeman, Douglas Johnson	2118	2190	72	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0332	G Keefe, S Garza, J Karsten, E St John	4616	4773	157	3.4	208(h)(2)	01/15/2015	04/26/2015		4
W0403	Yongmo Ahn	2520	2606	86	3.4	208(h)(2)	01/15/2015	04/07/2015		4

APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED

(with Continuation Page)

Unit No.	Tenant(s) Name(s)	Priority Rent	New Rent	Dollar Change (\$)	Percent Change (%)	Section of Act	Date Tenant Served with Notice	Effective Date of Rent Adjustment	213(a)(2) Rental Unit No.	Type of Service (No. is below)
W0409	Lorin Shirwani, Julie Grysavage, Robert Gibson	3310	3423	113	3.4	208(h)(2)	01/15/2015	04/26/2015		4
W0511	Embassy Lebanese, Carla Jazzar	2365	2445	80	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0523	Karen Reinauer	2829	2925	96	3.4	208(h)(2)	01/15/2015	04/05/2015		4
W0604	Marie Brodeur	3179	3287	108	3.4	208(h)(2)	01/15/2015	04/25/2015		4
W0631	Navneet Jaswal, Sandeep Mahajan	3200	3309	109	3.4	208(h)(2)	01/15/2015	04/09/2015		4
W0707	Priya Chopra	2211	2286	75	3.4	208(h)(2)	01/15/2015	04/19/2015		4
W0716	Nicolas Viggolo, Maria Smaldone	3179	3287	108	3.4	208(h)(2)	01/15/2015	04/19/2015		4
W0727	Jeffrey Stevenson Jr.	2874	2972	98	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0731	Martin Keeney	2811	2907	96	3.4	208(h)(2)	01/15/2015	04/19/2015		4
W0807	Larissa Da Silva	1766	1826	60	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0825	Chinese Embassy	2365	2445	80	3.4	208(h)(2)	01/15/2015	04/08/2015		4
W0905	Erin Lindgren, Claude Warzecha	3007	3109	102	3.4	208(h)(2)	01/15/2015	04/26/2015		4
W0908	Kathryn Berlin, Anne Drury, Alexis Niekamp	3228	3338	110	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W1016	Friedrich Kretschmer, Viola Kretschmer	2855	2952	97	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W1108	Michael Nagle, Kyle Byrd	3551	3672	121	3.4	208(h)(2)	01/15/2015	04/04/2015		4
W1111	Veronice Holt	2214	2289	75	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W1123	Ivana Horvathova, Edward Levin	3224	3334	110	3.4	208(h)(2)	01/15/2015	04/19/2015		4
W1125	Abby Harvey, Daniel Carlson	2365	2445	80	3.4	208(h)(2)	01/15/2015	04/05/2015		4

EXHIBIT G

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

Date: 07/19/2016

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 3,400
The dollar adjustment in your rent charged is:	\$ 68
The percentage adjustment in your rent charged	2.00 %
Your new rent charged is:	\$ 3,468
The effective date is:	10/28/2016

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2016 through April 2017 is 0%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

Date: 05/19/2016

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 3,616
The dollar adjustment in your rent charged is:	\$ 72
The percentage adjustment in your rent charged	2.00 %
Your new rent charged is:	\$ 3,688
The effective date is:	08/08/2016

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2016 through April 2017 is 0%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

Date: 06/20/2016

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ <u>3,546</u>
The dollar adjustment in your rent charged is:	\$ <u>71</u>
The percentage adjustment in your rent charged	<u>2.00</u> %
Your new rent charged is:	\$ <u>3,617</u>
The effective date is:	<u>09/10/2016</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2016 through April 2017 is 0%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

EXHIBIT H



Landlords Exploit D.C. Rent Control Laws, Jacking Up Prices After 'Concessions' Expire

Rent ploys

[Andrew Giambrone](#)

Sep. 1, 2016 8:30 a.m.

Pat Remick is bracing herself for a battle with her landlord.

A senior who qualifies for limited rent increases under D.C. law, she moved into 3003 Van Ness Apartments in 2012. The residential complex sits between the law schools of Howard University and the University of the District of Columbia in leafy Ward 3, and is composed of two highrises linked by a ground-floor lobby. It's in a prime location—a five-minute walk from both the Van Ness-UDC Metro station and Rock Creek Park—and contains roughly 600 units, ranging from studios to two-bedrooms.

Built in the 1970s, the rent-controlled property has perks to boot: spacious rooms, a 24-hour fitness center, even an Olympic-size pool. And it's relatively affordable for the tony ward.

Or at least it purports to be.

Remick learned this the hard way over time. While the former homeowner hopes to hold onto her one-bedroom apartment, she's grown tired of rent negotiations with Equity Residential, the company that owns 3003 Van Ness. "They become more stressful year after year," she explains.

Remick and half a dozen other tenants interviewed say Equity has a misleading practice of offering annual "concessions," or discounts, on units, subject to its discretion. The custom undermines the meaning of "rent control," residents say: It's not what they signed up for.

District law limits increases for rent-controlled units to 2 percent plus the Consumer Price Index—a measure of inflation—once a year, and to the CPI alone for disabled or elderly tenants like Remick. She received a lease-renewal letter last September, when the CPI was set at 1.5 percent (today it's 0 percent). So Remick anticipated a new rent of \$2,030 a month, or 1.5 percent above the \$2,000 she'd been paying. But the company's memo, containing the letterheads of Smith Property Holdings—an Equity affiliate—and the Department of Housing and Community Development, showed a "new rent charged" of \$2,783, effective at the end of December. Shocked by the new figure, Remick fought to get her rent lowered to \$2,030 a month. She threatened to file a tenant petition with the city if Equity didn't reassess.

"I find this to be a ridiculous exchange we have every year," Remick says. "It's all a charade. I don't understand how a building can claim it's rent-controlled when it's not related to payments."

That's the crux of an ongoing dispute between the tenants of 3003 Van Ness and Equity, a \$24 billion company founded by business mogul **Sam Zell**. Equity has more than 300 properties boasting upwards of 85,000 apartment units across the U.S., including Boston, New York, Seattle, San Francisco, and D.C. Its corporate office declined to comment.

Harry Gural, who heads the property's tenant association, alleges that Equity "outmaneuvers" those unfamiliar with concessions, which he believes the company applies illegally. He suspects that the practice is "fairly widespread" within the District, equating it to a "bait-and-switch" scheme and "false advertising." Gural says more than 30 units at 3003 Van Ness have contacted him about rent negotiations. There are probably many more going through the motions with Equity who are too afraid, uninformed, or old to push back, he adds.

On Equity's webpage for 3003 Van Ness, rents and floor plans are depicted side-by-side. Scroll down further and Equity disclaims, "Quoted rent may include a concession." It doesn't specify how steep that discount would be, or from what value it would be subtracted. Tenants say those figures generally come up at the point of lease signing. Many agree to go through with the agreement when management tells them a higher, non-discounted rent is merely a formality or for internal purposes. Months later, renewal letters like the one Remick received describe that figure as a tenant's "current rent charged," which Equity uses to calculate a percentage "adjustment."

This modification often results in renewal rates that are hundreds of dollars—and in some cases over \$1,000—above the monthly rent a resident pays. Usually, that's when an anxious or irked renter contacts the company, and negotiations begin. Although savvy tenants can achieve rent increases that fall within "2 percent plus CPI" of their payments, others aren't as fortunate.

"The key issue here is what the word 'rent' means," Gural explains. "99.9 percent of the people out there think it's what you pay every month—or what they take out of your bank

account every month. Equity says it's what they wish it were, to have head room. People are getting screwed."

To corroborate Equity's rent policies, *City Paper* called the 3003 Van Ness leasing office as a prospective tenant. The property has "maximum rents that can be charged on an apartment," an agent says, some of which are "way beyond what the market would bear." When that's the case, Equity offers concessions that reduce rent payments. "What you see [on the website] is absolutely what you would pay," she says. For example, a one-bedroom advertised with a rent of \$1,950 a month (utilities included) has a maximum of \$2,352, so Equity would offer a \$402 concession on it for one year. Such discounts are determined "based on the market," the agent notes. But she's unable to provide an average or median concession amount, adding that "at least 75 percent of the apartments" at 3003 Van Ness receive "competitive" ones.

Asked about future lease renewals, the agent says any increases would apply to the "maximum rent." A tenant could "come and talk to us and we can figure out what kind of concession we can give" after receiving a renewal notice from Equity two to three months before a lease expiration.

In communications with tenants, Equity has argued that it isn't doing anything illegal by offering concessions, a practice that's becoming more common, housing advocates say. But a difference in interpretation of the District's rent control laws seems to be at play.

Joel Cohn, legislative director for the D.C. Office of the Tenant Advocate, says rent-concession cases have formed a "groundswell" over the past several years, involving a "gray area" of laws governing rent control. So far, though, decisions by the Office of Administrative Hearings, D.C.'s small-claims court, haven't favored tenants. And OAH's rulings don't set precedent.

Still, if such a case were to come on appeal, Cohn believes there's a strong argument "that is yet to be heard in full that some rent concessions are operating as de facto rent ceilings."

Rent ceilings were abolished in 2006 as part of housing reforms spearheaded by **Jim Graham**, then Ward 1 Councilmember. Before that, landlords had to report two numbers to the District for rent-controlled units: the ceiling, or maximum allowable rent, and "rent charged," what a tenant paid each month. But because of loopholes that permitted owners to raise prices on these units, the discrepancies between the two were "getting so wildly large that tenants were being subject to huge increases," Cohn recalls. For instance, one dubbed the "vacancy high comparable" allowed landlords to bump up a given unit's rent to that of a similar unit when a vacancy occurred. Legal increase thresholds for units that become vacant are now lower.

"Say there's a grandma in one unit with a low rent ceiling, and another [separate] unit with a lot of turnover—students tended to be there, say—where the rent ceiling would be way, way above the rent charged," Cohn explains. "Within one fell swoop of grandma

vacating her unit, the rent charged to that unit would jump to a much higher rent, leading to an instant loss of affordability.”

Cohn notes that owners use concessions as leverage during lease negotiations. While tenants have a right to go month-to-month after their first year, many of them feel pressured into signing annual leases with significant rent increases when an owner threatens to “whammy” them by reducing or eliminating concessions. “Rent control is supposed to mean that the rent increase is going to be manageable and predictable,” Cohn says, adding that concessions can “violate the letter and spirit” of D.C.’s laws. The facts that the term “rent concession” doesn’t show up in the books, and that “rent charged” isn’t explicitly defined, benefit landlords.

A 2011 report by the Urban Institute found that up to 80,000 housing units across approximately 4,800 properties in the District were “potentially subject to rent control.” Of those properties, 5.4 percent were located in Ward 3 (where 3003 Van Ness sits), the lowest share in D.C. Still, about a fifth of the rent-controlled buildings in that ward had 51 or more units—larger than those in other parts of the city.

All that’s to say that rent concessions affect thousands of D.C. residents. As Gural and **Shirley Adelstein**—a neighborhood commissioner who lives at 3003 Van Ness—point out, rents based on purported maximum numbers could be generating substantial profits for owners in the aggregate. “It often takes some time for people to become aware of what’s going on,” says the ANC commissioner, who moved into the Equity property two years ago. “People would contact Harry or me—or both of us—in a real state of stress and despair not knowing what to do because the increase that was proposed would have essentially priced them out of their home.”

(Over the weekend, Adelstein got a renewal letter showing a more than \$1,000 increase in the rent she and her husband pay for their one-bedroom-plus-den unit. They plan to negotiate.)

One fix to the alleged distortions in prices at rent-controlled buildings could be an official investigation into owners’ policies and practices. Another would be a legislative clarification of existing laws. A spokeswoman for Ward 3 Councilmember **Mary Cheh** says her office is drafting a pertinent bill.

Meanwhile, residents are losing patience. **Nick** and **Katie Pettet** plan to leave 3003 Van Ness for another building in the neighborhood, less than a year after settling in. The newlyweds says they intend to file a tenant petition with the District, seeking to recoup some of their relocation expenses, after Equity tried raising their payments from a little under \$1,800 a month to \$1,930. According to documentation the two provided, Equity was basing that increase on a rent adjustment up to \$3,468: precisely 2 percent above a “current rent charged” of \$3,400.

At most, the Pettets were expecting a monthly uptick of \$35 a month, not an effective 9-percent jump. Like other tenants, it seemed impossible to them that their one-bedroom

could be worth \$3,400. Though they've enjoyed living at 3003 Van Ness with their cat, they say they're fed up.

"We just wanted to get out and not deal with this anymore," Nick says, citing "financial and ethical" reasons. As a matter of principle, the couple notes, Equity betrayed their trust by brushing off their appeals to D.C. law during days of back-and-forth with the leasing office.

"We didn't feel we could sign and say, 'We agree with what you're doing,'" Katie adds. "Then, what leverage would you have the next time?"

"The outcome we would like to see is that landlords raise rent based on the rent you pay, not just some other number," she explains. "We feel taken advantage of, but we know we'll be OK."

EXHIBIT I

WELCOME
Harry Gural

YOUR HOME
3003 Van Ness
Building: S Apartment: 0707

[CHANGE PASSWORD](#) | [LOGOUT](#)

[CONTACT US](#)

Home

Payments

Service

myCommunity

Bulletin Board

myAccount

myRewards

Refer A Friend

[PROFILE](#) [LEASE](#) [EXTRAS](#) [STATEMENT](#) [RENEWAL](#) [DIGITAL DOCS](#)

Account Information

Beginning Period: 03/2010 Ending Period: 12/2016 Current Balance: \$2,361.00 [View Current Statement](#)
Move-In Date: 3/6/2010

We're missing
important info.

Please update
your profile.



Resident Statement Detail

DATE	TYPE	DESCRIPTION	CHARGES/ DEPOSITS	PAYMENTS/ CREDITS	BALANCE
3/23/2016	Check	#012200240025797		1,995.00	-1,995.00
4/1/2016	Monthly Reserved Parking	April Charge	100.00		-1,895.00
4/1/2016	Monthly Apartment Rent	April Charge	2,192.00		297.00
4/6/2016	Late Fee	Auto Late Fee	44.55		341.55
4/13/2016	Check	#012200240026803		15.00	326.55
4/13/2016	Monthly Parking	Guest Parking	15.00		341.55
4/25/2016	Check	#012200240033873		1,995.00	-1,653.45
5/1/2016	Monthly Apartment Rent	May Charge	2,192.00		538.55
5/1/2016	Monthly Reserved Parking	May Charge	100.00		638.55
5/6/2016	Late Fee	Auto Late Fee	89.10		727.65
5/13/2016	Monthly Parking	Guest Parking	15.00		742.65
5/16/2016	Monthly Parking	Guest Parking	15.00		757.65
5/24/2016	Check	#012200240059690		1,995.00	-1,237.35
6/1/2016	Check	#012200240081159		45.00	-1,282.35
6/1/2016	Monthly Apartment Rent	June Charge	2,192.00		909.65
6/1/2016	Monthly Reserved Parking	June Charge	100.00		1,009.65
6/6/2016	Late Fee	Auto Late Fee	131.40		1,141.05

6/24/2016	Check	#012200240027026		1,995.00	-853.95
7/1/2016	Monthly Apartment Rent	July Charge	2,192.00		1,338.05
7/1/2016	Monthly Reserved Parking	July Charge	100.00		1,438.05
7/6/2016	Late Fee	Auto Late Fee	175.95		1,614.00
8/1/2016	Monthly Apartment Rent	August Charge	2,192.00		3,806.00
8/1/2016	Monthly Reserved Parking	August Charge	100.00		3,906.00
8/6/2016	Late Fee	Auto Late Fee	343.80		4,249.80
9/1/2016	Monthly Apartment Rent	September Charge	2,192.00		6,441.80
9/1/2016	Monthly Reserved Parking	September Charge	100.00		6,541.80
9/2/2016	Check	#012200240060090		1,995.00	4,546.80
9/6/2016	Check	#012200240048527		1,995.00	2,551.80
9/6/2016	Late Fee	Auto Late Fee	328.80		2,880.60
9/26/2016	Check	#34083		1,995.00	885.60
10/1/2016	Monthly Apartment Rent	October Charge	2,192.00		3,077.60
10/1/2016	Monthly Reserved Parking	October Charge	100.00		3,177.60
10/6/2016	Late Fee	Auto Late Fee	309.60		3,487.20