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GABRIEL FINEMAN, Tenant/Petitioner, v. SMITH PROPERTY HOLDINGS VAN NESS LP, Housing Provider/Respondent.	Case No.: 2016-DHCD-TP 30,842 *In re*: 3003 Van Ness Street, NW W-1131

FINAL ORDER

I. Introduction and Procedural History

On July 12, 2016, Tenant/Petitioner Gabriel Fineman filed a tenant petition alleging the following violations of the Rental Housing Act of 1985 (Rental Housing Act or the Act):

- Housing Provider Smith Property Holdings Van Ness, LP, did not file the correct rent increase forms with the Rental Accommodations Division (RAD) (RAD form 9); and
- "Improper notice of RAD form 8 to tenant (Notice in adjustment of rent charged)."[1]

Tenant seeks an order requiring Housing Provider to correct the amount of "current rent charged" shown on RAD Form 8 for Tenant's unit and all other units, and to properly compute "current rent charged" going forward. Tenant also seeks a fine of $5,000 for Housing Provider's willfully making a false statement on Tenant's RAD Form 8 and the same amount for other false RAD Form 8's given to other tenants or for other false statements on RAD Form 9.

[1] Tenant inserted this allegation as an additional "I" to the pre-printed Tenant Petition form.

On October 21, 2016, the parties appeared for mediation which was unsuccessful. On October 28, 2016, I issued a Case Management Order scheduling briefing on motions for summary judgment. Tenant filed his Motion for Summary Judgment (Motion) on December 9, 2016; Housing Provider filed its Opposition to Tenant's Motion and Housing Provider's Cross-Motion for Summary Judgment (Opposition) on January 17, 2017. Tenant filed his Reply and Opposition to the Cross-Motion (Reply) on February 16, 2017.

II. Jurisdiction

This matter is governed by the Rental Housing Act of 1985 (D.C. Official Code §§ 42-3501.01 *et seq.*), Chapters 38-43 of 14 District of Columbia Municipal Regulations (DCMR), the District of Columbia Administrative Procedures Act (DCAPA) (D.C. Official Code §§ 2-501 *et seq.*), and OAH Rules (1 DCMR 2800 *et seq.* and 1 DCMR 2920 *et seq.*).

III. Legal Standard for Summary Judgment

The rules of this administrative court provide that a party may request that an Administrative Law Judge decide a case summarily, without an evidentiary hearing, so long as the motion includes sufficient evidence. OAH Rule 2819. The summary judgment standard set forth in the Super. Ct. Civ. R. 56(c) provides:

> The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

The District of Columbia Court of Appeals described the substantive standard for entry of summary judgment in *Behradrezaee v. Dashtara*, 910 A.2d 349, 364 (D.C. 2006):

> 'A motion for summary judgment is properly granted if (1) taking all reasonable inferences in the light most favorable to the nonmoving party, (2) a reasonable juror, acting reasonably, could not find for the non-moving party, (3) under the appropriate burden of proof.' *Kendrick v. Fox Television*, 659 A.2d 814, 818 (D.C. 1995) (quoting *Nader v. de Toledano,* 408 A.2d 31, 42 (D.C. 1979)).

Here, both Tenant and Housing Provider have filed for summary judgment. There is no dispute concerning the facts that are the basis of these motions. The dispute is over the interpretation of a term on two RAD forms. The appropriate burden of proof here is the preponderance of the evidence. The moving party must show that its interpretation, viewed reasonably, does not allow for judgment against it.

IV. Material Facts Not in Dispute

1. Housing Provider Smith Property Holdings Van Ness LP is the owner of the residential rental accommodation at 3003 Van Ness Street, NW (Housing Accommodation). Motion, Exh. A.

2. The Housing Accommodation is subject to the rent stabilization provisions of the Rental Housing Act.

3. Equity Residential Management, LLC, manages the Housing Accommodation. Motion, Exh. A.

4. Tenant has lived at the Housing Accommodation since December 22, 2013. Tenant Petition.

5. Tenant leased unit W-1131 from Housing Provider pursuant to a lease agreement which began on December 22, 2014, and expired on December 21, 2015 (the 2014 Lease). Opposition, Exh. 1.

6. The Term Sheet for the 2014 Lease includes the following provisions:

   - "Total monthly rent" is $3,274, which includes $3,114 as the apartment rent and $160 for reserved parking. *Id.*
   - "Total monthly rent" is modified by a "monthly recurring concession" of $945 per month. *Id.*

7. The 2014 Lease contains a Concession Addendum, Opposition, Exh.2, which provides:

   - The monthly recurring concession expires at the end of the lease.
   - Housing Provider reserves the right to increase the rent once each year and provide a "Housing Provider's Notice to Tenants of Adjustment in Rent Charged," which will reflect the "new rent charged."
   - If a tenant becomes a month-to-month tenant at the end of the lease, the monthly rent will be the "new rent charged" amount that is reflected on the Housing Provider's Notice.
   - All parties agree that the monthly recurring concession is being given as an inducement to Tenant to enter into the lease

8. Through an electronic transfer, Tenant paid Housing Provider rent of $2,329 monthly during the term of the 2014 Lease, from December 2014, through December 2015. That amount included $2,169 for the apartment and $160 for a reserved parking space.

9. On September 18, 2015, Housing Provider sent Tenant RAD Form 8, a notice that his rent would be increased from $3,114 to $3,161, effective December 22, 2015. Motion, Exh. B. The increase was $47, or 1.5%. *Id.*

10. On September 22, 2015, Housing Provider filed a RAD Form 9, a Certificate of Notice to RAD of Adjustment in Rent Charged. Motion, Exh. C. Among other rents adjusted, it stated that Tenant's rent was being increased from $3,114 to $3,161. *Id.*

11. On or about October 7, 2015, Tenant sent Housing Provider a letter stating that the "current rent" he paid was $2,329, consisting of $2,169 for the apartment and $160 for the reserved parking space. Motion, Exh. D. Tenant asked Housing Provider to correct the RAD Form 8 and re-issue it. *Id.* Housing Provider neither replied nor changed the form. Motion, Exh. A.

12. Tenant signed a second lease with Housing Provider that covered the period December 22, 2015, through December 21, 2016 (2015 Lease). Opposition, Exh. 3.[2]

13. The Term Sheet for the 2015 Lease includes the following provisions:

    - "Total monthly rent" is $3,321, which includes $3,161 as the apartment rent and $160 for reserved parking. *Id.*

[2] Housing Provider substituted a copy of the 2015 Lease for the 2014 Lease it had initially provided as Exh. 3. My reference throughout to Exh. 3 is to the substituted 2015 Lease.

- "Total monthly rent" is modified by a "monthly recurring concession" of $946 per month. *Id.*

14. The 2015 Lease contains a Concession Addendum which is identical to that included with the 2014 Lease. Opposition, Exhs. 2, 4.

15. Tenant relocated to Florida on or about December 8, 2016. Tenant's Notice of Change of Address.

V. Conclusions of Law

A. Housing Provider Filed Accurate RAD Forms 8 and 9 with Respect to Tenant.

1. Introduction

There is no dispute over the facts in this case. The documents say what they say and, other than Tenant's letter of October 7, 2016, to Housing Provider, there apparently was little contact between the parties on these issues. Tenant and Housing Provider agree that, for the year covered by the 2014 Lease, Tenant paid Housing Provider $2,329 a month. There is no allegation from Housing Provider that Tenant was behind in his rent payments. There is no allegation from Tenant that facilities or services were reduced. Tenant contends that the September 2015 RAD Forms 8 and 9 filed by Housing Provider with respect to him and all tenants were incorrect and must be changed. Because Tenant put Housing Provider on notice of the alleged errors and Housing Provider did not re-file corrected forms, Tenant also contends Housing Provider should be fined for intentional misstatements and perjury.

The dispute here focuses on the dollar amount that a housing provider must report to its tenants and to the RAD as "your current rent charged" on RAD Form 8 and "prior rent" on RAD Form 9. Tenant contends the number recorded should be the amount of rent he actually paid each month, which was $2,329 under the 2014 Lease. Housing Provider does not explicitly address the RAD forms in its Opposition. Housing Provider contends that it can legally enter into concessions from the maximum legal rent in its leases with tenants.

2. The Regulatory Schema

The Rental Housing Act regulates the rent for each rental unit under the Rent Stabilization Program by setting terms and conditions for every increase or decrease in rent for covered units. 14 DCMR 4200. 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).

Under the Rental Housing Act and regulations, a housing provider may increase a tenant's rent once every 12 months by an amount authorized by the Act. The most common type of rent increase is known as an adjustment of general applicability or a "CPI-W" increase. The Rental Housing Commission (RHC) determines the amount of the adjustment annually. D.C. Official Code § 42-3502.06(b). The adjustment of general applicability allows housing providers to increase rents annually in order to keep up with inflation. For most tenants, the maximum amount their rent can be increased is the CPI-W percentage plus 2%, but not more than 10% of the current rent charged. D.C. Official Code § 42-3502.06(b). If a housing provider does not "perfect" a rent increase, the increase cannot be imposed.

To increase a tenant's rent, the Act requires that a Housing Provider: (a) provide the tenant with at least 30 days written notice; (b) certify that the unit and common elements are in substantial compliance with the housing regulations; (c) provide the tenant with a notice of rent adjustment filed with the RAD; (d) provide the tenant with a summary of tenant rights under the Act; and (e) simultaneously file with the RAD, a sample copy of the notice of rent adjustment along with an affidavit of service. D.C. Official Code § 42-3502.08(f); 14 DCMR 4205.4

Under the pre-August 2006 Rental Housing Act, there were rent ceilings which placed an upper limit on the rent for each apartment. A housing provider had to take and perfect (by filing with the RAD) a CPI-W increase within 30 days of first being eligible to do so. The housing provider could, however, choose not to implement the increase and hold it in reserve for the future. 14 DCMR 4205.9.

The August 2006 amendments abolished rent ceilings.[3] D.C. Official Code § 42-3502.06(1). The current rent charged at the effective date of the amendments in rent-controlled buildings became the base rent and the maximum allowable rent for all units subject to rent control. The 2006 Amendments also abolished a housing provider's ability to hold CPI-W increases for future imposition. As long as a CPI-W increase occurs at least 12 months after the last increase, a housing provider can implement it at any time in the CPI-W year.

3. RAD Forms and Leases

The amount recorded on the RAD forms as "current rent charged" or "prior rent" is significant for several reasons. It is notice to the tenant of the maximum legal rent for the unit. It is the basis for the calculation of a rent increase. The form itself is notice of a possible rent

[3] Although rent ceilings were abolished in 2006, they "live on" because the rent ceiling regulations have not been amended.

increase. Using Tenant's situation as an example, in 2015 the rent for the unit was increased by 1.5 percent, effective December 22, 2015. If applied to the rent Tenant was actually paying, the rent would have increased by $34 to $2,363. If applied to the then-maximum legal rent, the rent would have increased by $47 to $3,161. In addition, in each succeeding year, any increase is based on the prior year's rent.

Tenant here argues that, in parsing the term "your current rent charged," the term "rent" must be interpreted independently of any lease between the parties. Motion at 4. As used in the definition of "rent," the words "demanded," "received" and "charged" should be given their plain English meanings. Looking to principles of statutory interpretation and various dictionaries, Tenant defines "charged" as "the price demanded for something," "an amount of money you have to pay," or "demand (an amount) as a price from someone for a service rendered or goods supplied." *Id.* at 5. Therefore, Tenant argues, the "rent charged" must be the rent that Housing Provider hoped or expected to receive each month from Tenant. Since Tenant paid $2,329 each month, under this argument, the figure called for as "your current rent charged" and "prior rent" on RAD Forms 8 and 9 must be $2,329.[4]

Leases are to be construed as contracts. *Sobelsohn v. Am. Rental Mgmt. Co.*, 926 A.2d 713 (D.C. 2007). This jurisdiction adheres to an "objective" law of contracts, meaning that the parties' rights and liabilities are governed by the written language unless it is not clear and

[4] Tenant argues that Housing Provider's actions against other tenants at the Housing Accommodation in Landlord-Tenant Branch of D.C. Superior Court supports his interpretation of the term "rent." Reply at 10-11. Tenant argues that Housing Provider is now advertising his former apartment at a rent lower than the maximum legal rent, with the notation "quoted rent may include a concession." Reply at 13. He has also supplied an Affidavit from another tenant discussing contacts with still other tenants about their interactions with Housing Provider and the terms of their leases. Affidavit By Harry Gural. The Tenant Petition here is based on a particular tenant and his lease. Partial histories of others' experiences are not relevant to the interpretation of the terms on the RAD forms. Nothing supplied by Tenant, however, indicates that Housing Provider has used anything other than the maximum legal rent on the RAD forms.

definite. *Id.* at 718. A contract should "generally be enforced as written, absent a showing of good cause to set it aside, such as fraud, duress, or mistake." *Akassy v. William Penn Apts. Ltd. P'ship,* 891 A.2d 291, 298 (D.C. 2006) (*quoting Camalier & Buckley, Inc., v. Sandoz & Lamberton, Inc.*, 667 A.2d 822, 825 (D.C. 1995).

In *Double H Housing Corp. v. David*, 947 A.2d 38, 46 (D.C. 2008), the Court of Appeals found, albeit outside the rent control context, that a housing provider can "condition a discount from an otherwise applicable rent increase on a month-to-month tenant's agreement to enter into a new lease." A tenant and a housing provider are free to contract to rental terms as long as those terms are not contrary to the law. In this case, Tenant knowingly signed a contract agreeing to pay a rent amount lowered by a concession for the one-year term of the lease.

The terms on the RAD Forms cannot be interpreted independently of the Lease. Both leases signed by Tenant identify the "total monthly rent" as the maximum legal rent, from which a "monthly recurring concession" is subtracted. 2014 Lease; 2015 Lease. Tenant himself identifies "current rent charged" by looking to the amount of rent paid after the concession provided in the lease is applied. But for the concession, Housing Provider could be demanding the total monthly rent identified in the lease. But for a 12-month lease, Housing Provider could also be demanding the total monthly rent, as explained in the Concession Addendum. *Id.*

Tenant argues that the definition of rent in a contract between a housing provider and a tenant should not supersede the definition of rent in the Act. Reply at 15. And the statutory definition of "rent" must be strictly applied to the terms used in the RAD forms.

The RAD Forms in the District of Columbia exist in the context of the Rental Housing Act and its implementing regulations. The amount debited from Tenant's account for rent exists

in the context of the Rental Housing Act and its implementing regulations as well as the lease agreement. There are no statutory or regulatory provisions that constrain a housing provider from offering an apartment for lease at less than the maximum amount possible under the regulatory schema. There are no statutory or regulatory provisions that define the terms on the RAD forms to preclude using the maximum legal rent as the "current rent charged" and "prior rent."

Tenant maintains that any reference to the lease between a tenant and housing provider would lead to multiple definitions of the term "rent" and a distortion of the statutory definition of the term. Statutory Construction of "Current Rent Charged" at 2-3. I disagree. Tenant's lease and RAD Form 8 are consistent in identifying the maximum legal rent that could be charged for the unit. The lease is a permissible private agreement between tenant and housing provider that decreases the rent that a housing provider will charge tenant over the term of the lease.[5]

The term "rent charged" has become a term of art in the rent-controlled housing industry. It is beyond doubt that newly revised regulations or revised forms with definitions of terms, consistent with the amended Act, would be useful to both tenants and housing providers. As discussed below, the Council of the District of Columbia has considered changes to the Rental Housing Act itself to address some concerns about concessions but has not enacted any changes as of yet.[6]

[5] Tenant acknowledges that tenants negotiate the amount of the concession with Housing Provider. Reply at 12.

[6] Various bills have also proposed revised definitions of the term "rent." *See* The Rental Housing Affordability Stabilization Amendment Act of 2017 (B22-0025).

4. Concessions

Here, Housing Provider implemented the CPI-W increase (starting December 22, 2015) by notifying Tenant of the increase through RAD Form 8 and informing the RAD of it and other unit increases by filing RAD Form 9. Housing Provider apparently was responding to market pressures when it leased the unit to Tenant at a lower rent. In Tenant's leases, Housing Provider identified the maximum legal rent as the "total monthly rent" but offered Tenant a lease which was subject to a "monthly recurring concession" in the rent. The process was transparent to Tenant as the terms of the pricing are set forth in the Lease and its Concession Addendum. Tenant signed the lease. To argue, as Tenant does, that the lease is irrelevant is simply wrong. The rent that Tenant insists should be on the RAD Forms is the rent that the parties agreed to in the Lease. But the Lease identifies the maximum legal rent as the total monthly rent and the concession from it. The Concession Addendum explains that if the concession lapses by failing to renew on a 12-month basis, the rent returns to the maximum legal rent. Although Tenant argues his Tenant Petition does not raise any questions about concessions, the broader question is whether such concessions violate the policies in the Rental Housing Act.

The five statutory purposes of the Act are:

(1) To protect low- and moderate-income tenants from the erosion of their income from increased housing costs;
(2) To provide incentives for the construction of new rental units and the rehabilitation of vacant rental units in the District;
(3) To continue to improve the administrative machinery for the resolution of disputes and controversies between housing providers and tenants;
(4) To protect the existing supply of rental housing from conversion to other uses; and
(5) To prevent the erosion of moderately priced rental housing while providing housing providers and developers with a reasonable rate of return on their investments.

D.C. Official Code § 42-3501.02. On their face, rent concessions do not contradict these purposes. Rent concessions benefit tenants most obviously by reducing, in some cases substantially, the rent for an apartment. [7] A 12-month lease also protects a tenant from changes in the concession amount. Rent concessions benefit a housing provider because they allow housing providers some ability to respond to fluctuations in the housing market. Using concessions in a slow rental market also benefits housing providers because they can retain past increases to use if and when the market changes.

If a housing provider were required to report the rent a tenant was paying as the "current rent charged" and "prior rent" on RAD Forms 8 and 9, the practical consequence is that a housing provider would lose past authorized increases in the legal rent. When a CPI-W increase became available, there would be pressure to add it to the rent amount in order not to lose it. A housing provider would be less likely to agree to a concession in the relatively short run because it would control the long run.

In 2016, three members of the Council of the District of Columbia introduced the Rent Concession and Rent Ceiling Abolition Clarification Amendment Act of 2016. B21-0880. It was intended to address concerns that rent concessions were a way to avoid rent control. For example, once a rent concession expired, the additional amount would simply become part of the

[7] There are no cases in the District of Columbia directly discussing the validity of rent concessions. In New York State, which also has a rent control scheme, the courts have concluded that specific lease terms take precedence over general provisions of the rent control law. The courts in the State of New York have approved and interpreted the use of "rent preferences" or concessions based on the New York State Rent Stabilization Law. *See* 9 NYCRR 2501.2. In 2003, that law was amended to allow a housing provider to raise the "preferential rent" to the previously established legal rent when renewing a lease with the same tenant. *See Les Filles Quartre, LLC v. McNeur*, 798 N.Y.S. 2d 899, 902 (2005). The New York courts have interpreted the amendment to mean that if a housing provider and tenant agree in a lease to a longer term for a rent preference, e.g., "for the life of the tenancy," they do not thereby run afoul of the amendment. As the *Les Filles Quartre* court put it: "specific lease terms take precedence over the more general 'default' rent stabilization provisions governing renewal lease terms and preferential rents." 798 N.Y.S. at 902.

rent, independent of any approved rent increase. In this case, the 2015 adjustment of general applicability for Tenant's unit increased the rent of $3,114 by $47, to $3,161. Motion, Exh. B. If the rent concession expired and tenant remained as a monthly tenant, $945 would be added to the rent of $2,169, bringing the total to $3,114. Opposition, Exh. 1.

The bill would have prohibited a housing provider from preserving all or part of a rent adjustment for future implementation, unless the housing provider was not permitted to immediately implement an approved rent increase. In that situation, the housing provider could preserve the rent increase, but would have to implement it within 30 days of the housing provider's first opportunity to do so. D.C. Official Code § 42-3502.08(g).

In the bill, two terms related to rent concessions were defined: "rent charged" and "temporarily reduced rent." "Rent charged" was defined as the "maximum amount of monthly rent that the landlord may demand or receive, which shall be no greater than the amount of rent that the tenant is currently obligated to pay," with one exception. "Temporarily reduced rent" was an "amount of monthly rent that is less than the rent charged that the housing provider and tenant agree shall be the maximum amount of rent that the housing provider is entitled to demand or receive for a certain period of time."

Under the bill, a housing provider could not calculate an increase in "rent charged" on any basis other than the "rent charged" or the "temporarily reduced rent" (whichever is lower). The bill did not define "rent concession." But, a housing provider could increase the rent by the amount of a "rent concession" when it expired. A housing provider would lose that right unless the housing provider had a written agreement with the tenant stating forth the "current rent charged," the "temporarily reduced rent," the amount of the "rent concession," the date it expires

and that the concession is unconditional and cannot be rescinded. A housing provider would also have to file with the Rent Administrator the same information.

Thus, the bill would not have prohibited a housing provider from using rent concessions. It would, however, have established procedural limitations to doing so. The bill died in the Committee on Housing and Community Development, the committee to which it was referred. There is nothing in the bill as drafted that would cause me to think that rent concessions used by Housing Provider in its leases with Tenant are illegal.

5. Conclusions

I conclude that a housing provider can interpret the term "current rent charged" and "prior rent" on the RAD Forms to refer to the amount a housing provider can charge that is the maximum legally authorized rent. However, there appears to be no impediment to a housing provider interpreting the term to mean the amount a tenant is actually paying each month. In this case, the Term Sheets and Leases revealed the maximum legal rent to Tenant and set forth the concession granted to Tenant to induce him to rent the unit. Opposition, Exhs. 2, 4. There was no "bait and switch" that somehow worked to Tenant's detriment. Nor has Tenant been harmed by the RAD Forms as filed.

I also conclude that Housing Provider did not intentionally file false documents after notice from Tenant of their alleged falsity. Housing Provider, in fact, did not file false documents.

Tenant's request for summary judgment is denied and Housing Provider's motion for summary judgment is granted.

B. Tenant Cannot Pursue Claims for Other Tenants.

In his Tenant Petition, Tenant requests that I order Housing Provider to properly compute the Form 8 for his unit and all other units. Tenant Petition at 4. He also asks that a fine of $5,000 be imposed for the allegedly false statements made on Forms 8 and 9 to other tenants as well as for the allegedly false statements made on his documents. *Id.*

Tenant is basically seeking to be the representative of a class of all tenants in the building. However, to the extent that a tenant petition is filed for more than one person, the petition must individually name each person. OAH Rule 2922.1. A tenant association may act on behalf of its named members, but no tenant association has been identified. OAH Rule 2922.2. Further, as someone who has not entered his appearance as an attorney, Tenant is not authorized to represent other tenants. OAH Rule 2835. I dismiss Tenant's claims as they relate to other tenants of the Housing Accommodation.

VI. Order

Therefore, it is this **16th day of March, 2017**:

ORDERED, that Tenant Petition 30,842 is **DISMISSED WITH PREJUDICE;** and it is further

ORDERED, that the reconsideration and appeal rights of any party aggrieved by this Order are stated below.

Ann C. Yahner

Ann C. Yahner
Administrative Law Judge

MOTIONS FOR RECONSIDERATION

Any party served with a final order may file a motion for reconsideration within ten (10) calendar days of service of the final order in accordance with 1 DCMR 2938 and 2828.3. When the final order is served by mail, five (5) days are added to the 10 day period in accordance with 1 DCMR 2812.5.

Where substantial justice requires, a motion for reconsideration shall be granted for any reason including, but not limited to: if a party shows that there was a good reason for not attending the hearing; there is a clear error of law in the final order; the final order's findings of fact are not supported by the evidence; or new evidence has been discovered that previously was not reasonably available to the party seeking reconsideration. 1 DCMR 2828.5.

The Administrative Law Judge has ninety (90) days to decide a motion for reconsideration. If a timely motion for reconsideration of a final order is filed, the time to appeal shall not begin to run until the motion for reconsideration is decided or denied by operation of law. If the Judge has not ruled on the motion for reconsideration and 45 days have passed, the motion is automatically denied and the 10 day period for filing an appeal to the Rental Housing Commission begins to run.

APPEAL RIGHTS

Pursuant to D.C. Official Code §§ 2-1831.16(b) and 42-3502.16(h), any party aggrieved by a final order issued by the Office of Administrative Hearings may appeal the final order to the District of Columbia Rental Housing Commission within ten (10) business days after service of the final order, in accordance with the Commission's rule, 14 DCMR 3802. If the final order is served on the parties by mail, an additional three (3) days shall be allowed, in accordance with 14 DCMR 3802.2.

Additional important information about appeals to the Rental Housing Commission may be found in the Commission's rules, 14 DCMR 3800 et seq., or you may contact the Commission at the following address:

District of Columbia Rental Housing Commission
441 4th Street, NW
Suite 1140 North
Washington, DC 20001
(202) 442-8949

Certificate of Service:

By First-Class Mail (Postage Prepaid):

Gabriel Fineman
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Acting Rent Administrator
District of Columbia Department of
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Housing Regulation Administration
1800 Martin Luther King Jr. Avenue, SE
Washington, DC 20020

By Inter-Agency Mail:

District of Columbia Rental Housing
Commission
441 4th Street, NW
Suite 1140 North
Washington, DC 20001

I hereby certify that on 3/16, 2017 this document was caused to be served upon the above-named parties at the addresses and by the means stated.

Clerk / Deputy Clerk