DISTRICT OF COLUMBIA OFFICE OF ADMINISTRATIVE HEARINGS

Cover Sheet for Electronic Filing

I am filing the attached papers at the Office of Administrative Hearings.

1. Check one of the boxes below.	
☑The case number is: 2016 DHCD TP 30,842	☐ This is a new case, and a case number has not yet been assigned.
2. Briefly describe the paper that you are filing:	
Motion for Summary Judgement	
3. My name, mailing address, telephone number,	and e-mail address are:
Name: Gabriel Fineman Mailing Address: 7270 Ashford Place #206 Delray Beach FL 33446-2954 Telephone (202) 290-7460 Email: gabe@gfineman.com City, State, Zip: Washington, DC 20008 I agree to receive documents from the court at r 4. You should complete this form, save it to your copapers you are filing. The e-mail address for filing pany other e-mail address will not be accepted for fil I sent a copy of the attached papers to all other p	omputer, and then attach it to an e-mail, along with the papers at OAH is oah.filing@dc.gov. Papers sent to ing.
Person to Whom the Papers Were Sent: Debra F,Leege, Greenstein Delorme & Luchs Address 1620 L Street, NW, Suite 900 City, State, Zip Code Washington, DC 20036 Date the papers were sent: December 9, 2016	Method of sending: Mail Commercial Carrier Fax (Give Fax number) Hand delivery Email (only if the person has agreed; provide email address)
Person to Whom the Papers Were Sent: Address City, State, Zip Code Date the papers were sent:	Method of sending: Mail Commercial Carrier Fax (Give Fax number) Hand delivery Email (only if the person has agreed; provide email address

If you sent the papers to more than two people, provide the above information for the additional people on a separate sheet.

DISTRICT OF COLUMBIA Office of Administrative Hearings

GABRIEL FINEMAN,

Tenant/Petitioner,

V.

Case No.: 2016 DHCD TP 30,842 3003 Van Ness Street, N.W., Apt. W-1131

Administrative Law Judge: Ann C. Yahner

SMITH PROPERTY HOLDINGS VAN NESS L.P.,

Housing Provider/Respondent

TENANT'S MOTION FOR SUMMARY JUDGMENT

Tenant/Petitioner Gabriel Fineman ("Tenant"), moves for summary judgment of the Tenant Petition to affirm the definition of "rent" as used in Chapter 35 and to require the Housing Provider to correct its incorrect and false filings with the RAD and to make future filings correctly and provide other relief as requested. In support hereof, the Tenant submits the attached Statement of Material Facts Not in Dispute and Memorandum of Points and Au-

Respectfully submitted,

Tenant/Petitioner

Dated: December 9, 2016

thorities.

Gabriel Fineman

7270 Ashford Place #206 Delray Beach FL 33446-2954

Telephone (202) 290-7460

Email: gabe@gfineman.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion and Memorandum of Points and Authorities in support thereof and Statement of Material Facts Not in Dispute, including Exhibits A-F was served on December 9, 2016, by first class mail, postage pre-paid upon the attorney for the housing provider:

Debra F. Leege Greenstein DeLorme & Luchs, P.C. 1620 L Street N.W., Suite 900 Washington, DC 20036-5605

Gabriel Fineman

7270 Ashford Place #206 Delray Beach FL 33446-2954

Telephone (202) 290-7460

Email: gabe@gfineman.com

DISTRICT OF COLUMBIA Office of Administrative Hearings

GABRIEL FINEMAN,

Tenant/Petitioner,

V.

Case No.: 2016 DHCD TP 30,842

3003 Van Ness Street, N.W., Apt. W-1131

Administrative Law Judge: Ann C. Yahner

SMITH PROPERTY HOLDINGS VAN NESS L.P.,

Housing Provider/Respondent

STATEMENT OF MATERIAL FACTS NOT IN DISPUTE

- 1. Smith Property Holdings Van Ness L.P is the owner of the residential rental accommodation located at 3003 Van Ness Street, N.W. in Washington, D.C. (the "Housing Accommodation").
- 2. Equity Residential Management, L.L.C. manages the Housing Accommodation.
- 3. On September 18, 2015, Housing Provider sent Tenant a notice that his rent would be increased from \$3,114 to \$3,161 effective December 22, 2015. Exhibit B.
- 4. On September 22, 2015, Housing Provider filed a Certificate of Notice to RAD of Adjustment in Rent Charged. It identified that effective December 22, 2015, the rent for the Unit increased by \$47 from \$3,114 to \$3,161. Exhibit C.
- 5. On or about October 7, 2016 Tenant sent Housing Provider a notice to correct the RAD form 8 and that request was never answered. Exhibit D and Exhibit A.
- 6. Tenant allowed the Housing Provider to debit his bank account monthly and paid the amount demanded by the Housing Provider. Exhibit E and Exhibit A.
 - 7. Rent is a term defined as follows in DC Code section §42-3501.03 (28)

Case No.: 2016 DHCD TP 30,842 Page 1 of 2

that applies to all of chapter 35, including the filing of RAD forms 8 and 9:

'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. [DC Code section §42-3501.03 (28)]

Dated: December 9, 2016

Respectfully submitted,

Gabriel Fineman
Tenant/Petitioner

7270 Ashford Place #206 Delray Beach FL 33446-2954 Telephone (202) 290-7460 Email: gabe@gfineman.com

Statement of Material Facts Not in Dispute Case No.: 2016 DHCD TP 30,842

DISTRICT OF COLUMBIA Office of Administrative Hearings

GABRIEL FINEMAN,

Tenant/Petitioner,

V.

Case No.: 2016 DHCD TP 30,842

3003 Van Ness Street, N.W., Apt. W-1131

Administrative Law Judge: Ann C. Yahner

SMITH PROPERTY HOLDINGS VAN NESS L.P.,

Housing Provider/Respondent

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF

TENANT'S MOTION FOR SUMMARY JUDGMENT

Tenant/Petitioner Gabriel Fineman ("Tenant") submits its memorandum of points and authorities in support of its Motion for Summary Judgment. In support thereof, Tenant states as follows:

I. THE CLAIMS

In the Tenant Petition filed on July 12, 2016, Tenant/Petitioner Gabriel Fineman ("Petitioner") alleged that (i) the Housing Provider neither provided the correct notices of rent increase to the Tenant nor filed the correct rent increase forms with the RAD; and (ii) this was done as a willful act that calls for a penalty to be assessed by the adjudicator.

In the Complaint Details, Petitioner states that:

The Housing Provider provided the Tenant with an incorrect RAD form 8 and filed an incorrect RAD form 9 with the RAD and has failed to correct the filing despite notice. The Housing Provider incorrectly stated the rent charged by almost \$1,000. ... This petition is only to correct the line entitled "Your current rent charged" on the RAD form 8 and the associated filed RAD form 9. It does not deal with the lease, how the rent is calculated, flex-leases, concession leases, rent ceilings or other items normally decided in a civil court.

Memorandum of points and authorities in support of Tenant's motion for summary judgment Case No.: 2016 DHCD TP 30,842

Page 1 of 7

II. FACTUAL BACKGROUND

A. The Housing Accommodation.

Smith Property Holdings Van Ness L.P is the owner of the residential rental accommodation located at 3003 Van Ness Street, N.W., Washington, D.C. (the "Housing Accommodation"). Equity Residential Management, L.L.C. manages the Housing Accommodation. Petitioner has resided at the Housing Accommodation since December 2013. Petitioner rented Unit W-1131 (the "Unit"). [Exhibit A, Affidavit of Gabriel Fineman.]

B. The RAD Form 8 and RAD form 9.

The Housing Provider is required to provide each tenant with a Notice to Tenants of Adjustment in Rent Charged before it increases rents [42 DCMR 4205.4 (a)] and file that same information with the RAD. [42 DCMR 4205.4 (d)].

On September 18, 2015 Housing Provider sent a RAD form 8 notice to Tenant that the rent for the unit would be increasing from \$3,114 to \$3,161 effective December 22, 2015. A copy of the Rad form 8 is attached as Exhibit B. Thereafter, on or about September 22, 2015, Housing Provider filed a Certificate of Notice of Rent Increase (RAD form 9) with the District of Columbia's Rental Accommodations Division. A copy of the Certificate of Notice of Rent Increase is attached as Exhibit C.

On or about October 7, 2015 the Tenant sent notice to the Housing Provider that the RAD form 8 was incorrect and that it should be corrected. That notice is attached as <u>Exhibit D</u>. No reply was ever received. [Affidavit, Exhibit A.]

C. The statutory definition of "rent".

Rent is a term defined as follows in DC Code section §42-3501.03 (28) that applies to all of chapter 35, including the filing of RAD forms 8 and 9:

'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. [DC Code section §42-3501.03 (28)]

III. STANDARD FOR GRANTING SUMMARY JUDGMENT

The District of Columbia Office of Administrative Hearings ("OAH") Rule 2828.1 provides, "Motions for summary adjudication or comparable relief may be filed in accordance with Rule 2812." OAH Rule 2812 provides instructions for the filing of motions, generally, but it does not specifically address the standard to determine whether summary judgment is appropriate. Where a procedural rule is not specifically addressed by the OAH Rules, the Office of Administrative Hearings may rely upon the District of Columbia Superior Court Rules of Civil Procedure as persuasive authority. See OAH Rule 2801.2.

District of Columbia Superior Court Rule of Civil Procedure 56 provides that summary judgment is appropriate if there is "no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law." See also *Musa* v. *Continental Ins. Co.*, 644 A.2d 999, 100102 (D.C. 1994). Only disputes over facts, viewed in the light most favorable to the non-moving party, which might legitimately affect the outcome of a trial are "material" under Rule 56. See *Anderson* v. *Liberty Lobby*, *Inc.*, 477 U.S. 242, 250 (1986) (There is no issue to be decided at trial unless there is sufficient evidence favoring the non-moving party for the finder of fact to return a verdict for that party.); see also *Barnstead Broadcasting Corp.* v. *Offshore Broadcasting Corp.*, 886 F.Supp. 874, 878 (D.C. Cir. 1995) (Disputed material facts are those that might affect outcome of the suit under governing law.); *Clayton v. Owens-Coming Fiberglass Corp.*, 662 A.2d 1374, 1381 (D.C. 1995).

IV. ANALYSIS

- A. There are no material issues of fact.
- a. Because this petition deals with a single issue, there are no material facts in dispute. The RAD form 8 is attached as Exhibit B and the RAD form 9 as Exhibit C. The on-

Memorandum of points and authorities in support of Tenant's motion for summary judgment Case No.: 2016 DHCD TP 30,842

Page 3 of 7

ly issue is if they were properly filled out with the correct current rent charged and that depends only on how the statutory definition of "rent" is interpreted by the Hearing Examiner. These are very simple forms that should be easy to fill out. Form 9 is a summary of form 8 notices to tenants that is a simple form containing only two numbers that are not computed: 'Your current rent charged' and 'the dollar adjustment to your rent charged'. The Housing Provider incorrectly stated the rent charged to the Tenant by almost \$1,000.

B. There is no material issue at law that is not defined in the Statute

a. There is only one section of the law involved and that is the definition of the term "rent" as used in various phrases.

As stated below, the definition of rent is both clear from its definition in the statute and by its general and common meaning.

b. The term "Your current rent charged" is what the Housing Provider tries to collect.

The term "Your current rent charged" is four words. The word 'your' clearly refers to the Tenant who received the notice. 'Current' mean now, or in this case, October 2015. Rent is a term defined as follows in DC Code section §42-3501.03 (28) that applies to all of chapter 35, including the filing of RAD forms 8 and 9.

'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. [DC Code section §42-3501.03 (28)]

Note that this definition does not depend on how the rent is computed or what rent might have been demanded, but on the actual amount demanded, received or charged by the Housing Provider. It is likewise not dependent on any contract between the Housing Provider and any Tenant or upon any contractual definition of terms. It is an independent definition of how the term "rent" should be construed throughout chapter 35 of Title 42 of the DC Code, including the requirements to issue RAD form 8 and to file RAD form 9.

Memorandum of points and authorities in support of Tenant's motion for summary judgment Case No.: 2016 DHCD TP 30,842

Page 4 of 7

c. What "Charged" means.

Finally the word "charged" seems redundant since it presumed in the definition of "rent". However, because the amount demanded or received might differ from what is charged, that definition is important. The dictionary definitions are rather clear. It means 'the price demanded for something' (Webster) or 'an amount of money that you have to pay' (McMillan) or 'demand (an amount) as a price from someone for a service rendered or goods supplied' (Oxford). Thus, it is the amount that the Housing Provider hoped or expected to receive each month from the Tenant.

d. The amount of rent charged can also be derived from the actions of the Housing Provider.

In the case of the Tenant, Gabriel Fineman allowed the housing provider to debit his bank account each month and thus the three possible amounts in the definition of rent were always the same. The amount that the Housing Provider demand from the Tenant's bank, receive by ACH transfer and charged to the Tenant's account each month was \$2,329. A copy of a bank statement showing the drafting on the Tenant's account by the Housing Provider is attached as Exhibit E. That is clearly the then current rent for the unit plus related garage space (that had a separate charge of \$160 per month). This means that the actual rent charged, demanded and received for unit W-1131 was \$2,169 (\$2,329 -\$160). However, the amount of current rent charged shown on RAD form 8 was falsely stated as \$3,114.

e. Another way to look at the amount of rent charged.

Another way to look at rent charged is the consider under what conditions the Housing Provider could go into Landlord Tenant Court and request eviction for non-payment of rent. Could it claim that the Tenant was in default because he failed to pay some maximum legal rent, or some ceiling rent or some other rent that was not what was asked for or expected each month? Of course not. Could the Housing Provider claim that the amount of money it was owed

Memorandum of points and authorities in support of Tenant's motion for summary judgment Case No.: 2016 DHCD TP 30,842

Page 5 of 7

under the lease was some higher amount not demanded or even required by a lease? It would be laughed out of court. So, in fact, when the Housing Provider tried to evict three tenants for non-payment of rent in September of 2016, in all three cases the amount of rent shown in the complaint was the amount the tenant was expected to pay after any concessions (if any) and not some higher amount. A copy of the Second Affidavit of Gabriel Fineman showing these facts is at-

V. RELIEF

tached as Exhibit F.

Accordingly, the Tenant petition should be granted and the Housing Provider should be ordered to: (i) to correct the existing filings; (ii) notify the tenants of such corrections, and (iii) make future notices and filings correctly.

Furthermore, the actions of the Housing Provider in filing these false RAD 8 and RAD 9 forms was unlawful. The Rad 9 form states:

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.

The penalty for perjury is set forth in D.C. Official Code § 22-2402 (b) is that:

Any person convicted of perjury shall be fined not more than the amount set forth in § 22-3571.01 or imprisoned for not more than 10 years, or both.

The fine in section 22-3571.01 is up to \$25,000 for an individual and twice that (i.e. \$50,000) for an organization.

The RAD form 8, is also false and violates § 42-3509.01 that says:

(b) Any person who wilfully (1) collects a rent increase after it has been disap-

proved under this chapter, until and unless the disapproval has been reversed by a

court of competent jurisdiction, (2) makes a false statement in any document filed un-

der this chapter, (3) commits any other act in violation of any provision of this chapter

or of any final administrative order issued under this chapter, or (4) fails to meet ob-

ligations required under this chapter shall be subject to a civil fine of not more than

\$5,000 for each violation.

These violations were willful because (a) they were not corrected upon notice from the Ten-

ant; and (b) because they were part of a pattern of always listing the ceiling rent instead of the

rent charged as required by the RAD. They were the basis of subsequent rent increases that

exceeded the maximum allowed and thus violated the provisions of Chapter 35 and they

failed to meet the obligations of proper filings also required by chapter 35.

Therefore, the Housing Provider should be fined appropriately under the provisions of D.C. Offi-

cial Code §§ 22-2402 and 42-3509.01.

Such other relief should be provided as the adjudicator thinks appropriate.

VI. CONCLUSION

For the foregoing reasons, Tenant's Motion for Summary Judgment should be granted

and the tenant petition should be granted with the relief stated above.

Respectfully submitted,

Tenant/Petitioner

Dated: December 12, 2016

Gabriel Fineman

7270 Ashford Place #206 Delray Beach FL 33446-2954

Telephone (202) 290-7460

Email: gabe@gfineman.com

EXHIBIT A

DISTRICT OF COLUMBIA Office of Administrative Hearings

GABRIEL FINEMAN,

Tenant/Petitioner.

V.

Case No.: 2016 DHCD TP 30,842

3003 Van Ness Street, N.W., Apt. W-1131

Administrative Law Judge: Ann C. Yahner

SMITH PROPERTY HOLDINGS VAN NESS L.P.,

Housing Provider/Respondent

AFFIDAVIT OF GABRIEL FINEMAN

- I, Gabriel Fineman, declare under penalty of perjury as follows:
 - 1. I am over twenty one (21) years of age and make this Affidavit on personal knowledge and in support of the Tenant/Petitioner's ("Tenant") Motion for Summary Judgment.
 - 2. Smith Property Holdings Van Ness L.P. is the owner of the residential rental accommodation located at 3003 Van Ness Street, N.W. in Washington, D.C. (the "Housing Accommodation").
 - 3. Equity **Residential** Management, L.L.C. manages the Housing Accommodation.
 - Petitioner Gabriel Fineman is the current resident of apartment W 1131 at the Housing Accommodation (the "Unit").
 - 5. On September 18, 2015, Housing Provider sent Tenant a notice that his rent would be increased from \$3,114 to \$3,161 effective December 22, 2015. A true and accurate copy of the Notice (RAD form 8) is attached as Exhibit B.
 - 6. On September 22, 2015, Housing Provider filed a Certificate of Notice to RAD of Adjustment in Rent Charged. It identified that effective December

Affidavit of Gabriel Fineman –Exhibit A Case No.: 2016 DHCD TP 30,842

22, 2015, the rent for the Unit would be increased by \$47 from \$3,114 to \$3,161. A

true and accurate copy of the Certificate (RAD form 9) is attached as Exhibit C.

7. On or about October 7, 2015 the Tenant sent notice to the Housing

Provider that the RAD form 8 was incorrect and that it should be corrected. A true

and accurate copy of that notice is attached as Exhibit D. No reply was ever re-

ceived.

8. Each month from December 2014 until December 2015, including

September 2015 when the RAD form 8 was issued and the RAD form 9 was filed,

the Housing Provider debited the Tenant's bank account at Pentagon Federal Credit

Union. The amount that the Housing Provider demand from the Tenant's bank, re-

ceive by ACH transfer and charged to the Tenant's account each month was

\$2,329. A true and accurate copy of a bank statement showing the drafting on the

Tenant's account by the Housing Provider is attached as Exhibit E.

I hereby declare under penalty of perjury that the foregoing statements are true and cor-

rect.

Dated: August 22, 2016

Jabriel Fineman

Tenant/Petitioner

Affidavit of Gabriel Fineman -Exhibit A Case No.: 2016 DHCD TP 30,842

EXHIBIT B

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

		/vot) 445-8848
	l certify that this is a true and correct copy of the RAD form 8 that I received. Gabriel Fineman	
a	briel Fineman	

Gabriel Fineman 3003 Van Ness Street, N.W. Apt # W1131 Washington, DC 20008

Date: 09/18/2015

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:		\$ 3,114			
The dollar adjustment in your rent charged is:		47			
The percentage adjustment in your rent charged		1.50	%		
Your new rent charged is:	\$	3,161	Aveler de des reconstantes		
The effective date is:		12/22/2	015		

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

[27] 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 changed. 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.

Page 1 of 2

RACD Form 8 (Rev 02/12)

Affidavit of Gabriel Fineman –Exhibit B: RAD Form 8 Case No.: 2016 DHCD TP 30.842

EXHIBIT C

orm 9 received from RAD	Page 1 of 5
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I certify that this is a true and correct copy of the RAD for the Land of the Land of the RAD for the 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

RAD Date Stamo

Washington, DC 20020 (202) 442-9505

CERTIFICATE OF NOTICE TO RAD OF ADJUSTMENTS IN RENT CHARGED

CADa	urrent:
	no 🔲 néa
BL current	D*** []
leg. current:	

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

I.	I am the Housing Provider of the following Housing Accommodation or Rental Unit(s)	
	(address): 3003 Van Ness, 3003 Van Ness Street, N.W.	ويدو
	Washington, D.C. 20008 >>	3
2.	My business address is (No P.O. Box): Robert Greaty	55
	1500 Massachusetts Ave NW, Suite 25, Washington, DC 20005	27
3.	My business telephone number and email address are:	B
	202-971-7065, rgreaty@eqr.com	
4.	The Certificate of Occupancy number for the Housing Accommodation is B175541	23
5.	My Basic Business License number is 54002038 and expires on (date): 10/31/2	
_	My RAD Registration Number for the Housing Accommodation is: 54002038	
6. 7.	Attached hereto are the following documents related to the adjustment(s) in the rent charged Housing Accommodation and the Rental Unit(s): (1) a sample "Housing Provider's Notice to Adjustment in Rent Charged" (except for Vacancy Increases); and (2) a completed "Appendix	Tena
7.	Housing Accommodation and the Rental Unit(s): (1) a sample "Housing Provider's Notice to Adjustment in Rent Charged" (except for Vacancy Increases); and (2) a completed "Appendit of Adjustments in Rent(s) Charged." The "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" was served on extenant(s) listed in the "Appendix of Notices of Adjustments in Rent(s) Charged" prior to the	Tena x of h
7.	Housing Accommodation and the Rental Unit(s): (1) a sample "Housing Provider's Notice to Adjustment in Rent Charged" (except for Vacancy Increases); and (2) a completed "Appendit of Adjustments in Rent(s) Charged." The "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" was served on each of the same of the sam	Tena x of l' ach o filing
7. 8. 9. 1 d to as say	Housing Accommodation and the Rental Unit(s): (1) a sample "Housing Provider's Notice to Adjustment in Rent Charged" (except for Vacancy Increases); and (2) a completed "Appendit of Adjustments in Rent(s) Charged." The "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" was served on extenant(s) listed in the "Appendix of Notices of Adjustments in Rent(s) Charged" prior to the "Certificate of Notice to RAD of Adjustments in Rent Charged." The Rental Unit(s) and common elements of the Housing Accommodation are in substantial with the Housing Code as required by 14 DCMR § 4216.2 (2004), or any noncompliance is to	Tens x of h ach o filing comp the re- d accorded dec
7. 8. 9. 1 di to as san 24	Housing Accommodation and the Rental Unit(s): (1) a sample "Housing Provider's Notice to Adjustment in Rent Charged" (except for Vacancy Increases); and (2) a completed "Appendit of Adjustments in Rent(s) Charged." The "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" was served on et Tenant(s) listed in the "Appendix of Notices of Adjustments in Rent(s) Charged" prior to the "Certificate of Notice to RAD of Adjustments in Rent Charged." The Rental Unit(s) and common elements of the Housing Accommodation are in substantial with the Housing Code as required by 14 DCMR § 4216.2 (2004), or any noncompliance is to Tenant neglect or misconduct. eclare, affirm and ratify under penalty of perjury that the foregoing information is complete and the best of my knowledge. I fully understand and acknowledge that my signature below shall be the taking of an oath or affirmation regarding all of the information provided herein, to which to actions for perjury, false swearing or false statements under D.C. OFFICIAL CODE §§ 22-240.05 (Supp. 2008), respectively, shall apply.	Tens x of h ach o filing comp the re- d accorded dec

Affidavit of Gabriel Fineman -Exhibit C: RAD Form 9

Case No.: 2016 DHCD TP 30,842 Page 1 of 7 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 Mertin Lither King Jr. Avenue SE, 2nd Plear Yeahington, DC 28039 7507-43

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

Yan Li, Li Yangyang 3003 Van Ness Street, N.W. Apt # S0203 Weshington, DC 20008

http://10.1.21.225:9080/navigator/convertDocument.do

Date: 09/18/2015

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:		2,720	
The dollar adjustment in your rent charged is:		95	
The percentage adjustment in your rent charged		3.50	%
Your new rent charged is:	S	2,815	
The effective date is:		12/08/2	015

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

Index 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 changed. 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%.

m k tanamatingka a kanama manatidan ana anaka a aban akta anaka kanama a akan aka a aka a aka a aka a ka

[] Miternatively, a mousting provider may seek an anowable tent adjustment under direct 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.

Affidavit of Gabriel Fineman –Exhibit C: RAD Form 9 Case No.: 2016 DHCD TP 30,842

5/24/2016

Section of A	ct Type of	Increase	Increase Authorized
Effective date Authorization		nd Date of Decision, oplicable	
Section of Act	D	escription	
208(h)(2)	Annual Increase of General Appl	icability (CPI-W based)	***************************************
210	Capital Improvement		
211	Change in Services/Facilities		
212	Hardship Petition		
213(a)(1)	Vacancy (10% Increase)		
213(a)(2) ^a	Highest Comparable Vacancy (L	ip to 30% Increase)	
214	Substantial Rehabilitation		
215	Voluntary Agreement		
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APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED (with Continuation Page)

Tenant(s) Name(s) Unit Dollar Percent Section Date Prior New No. Rent Rènt (\$) . (%) of Act Tenan Change Change Servex with Notice 3.5 208(h)(2) 09/18/20 S0203 Yan Li, Li Yangyang 2770 2815 178 S0324 Tanya Weinberg, Shlono Yahana 184 3.5 208(h)(2) 09/18/20 62 S6418 Omitry Zontov 2140 221: 75 3.5 208(h)(2) 09/18/20 S0502 Ligong Li, Yu Qingahun 2585 2675 90 3.5 208(h)(2) 09/18/20 50708 Jose Sembler, Paz Cisternas 2713 2808 3.5208(h)(2) 09/18/20 SOB21 Sem Lee 167 1733 3.5 208(h)(2) 09/18/20 S0908 Judith Levine 104 3150 3.5 208(h)(2) 107 09/18/20 1741 1809 3.5 200(h)(2) 09/18/20 \$0909 | Ferdous Al Faruque, Samentha Al Faruque 61 3075 3183 S0912 Chinese Embessy 108 3.5 208(h)(2) 09/18/20 S0922 Chinese Embassy 247 2563 3.5 208(h)(2) 09/14/20 S1103 Jordan Kaplan 285 295 100 3.5 208(h)(2) 09/18/20 S1104 Embassy of the Peoples Republic Of China 2832 2931 3.5(208(h)(2) 09/18/20 W0106 Stephen Hill 2329 241 82 3.5 208(h)(2) 09/18/20 205 70 3.5 208(h)(2) 09/18/20 W0132 Jaimle Reid, Pernoll Fowler 1987 1887 1953 66 3.5 208(h)(2) 09/18/20 W0326 Andrew Morrison W0401 Embassy of the Peoples Republic of China 4515 4673 154 3.5 200(h)(2) 09/11/20 W0404 Benjamin Serinsky, Samantha Hassard 3.5 208(h)(2) 273 09/11/20 2642 92 W0406 Jeff Schmidt 1987 201 1.5 208(h)(2) 09/18/20 W0426 Michael Ferrari, Amanda Shipley 3218 3331 113 3.5 208(h)(2) 09/11/20 W0505 Diane Lesson, Kelsey McCutcheon 2214 75 09/18/20 2139 3.5 208(h)(2) 2288 WUS07 Jessica Crippin 2211 3.5 208(h)(2) 09/11/20 W0620 Aisling Swaine 3113 3222 109 3.5 208(h)(2) 09/11/20 W0715 Patricia Remick 2742 1.5 208(h)(2) 2783 09/11/20

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APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED

(with Continuation Page)

Unit- No.	Tenant(s) Name(s)	Prior Rent	New Rent	(2)	Percent (%) Change	of Act	Date Tenant Served with Notice
W0109	Xinofung Yu	3423	3543	120	3.5	208(h)(2)	09/18/201
W0902	Downe Shurpe	2950	3053	103	3.5	208(h)(2)	09/18/201
W1102	Sasha Techet, Patrick Matisi	3075	3183	106	3.5	208(h)(2)	09/18/201
W1126	Alberto Tumieti, Emilia Cristallo	2925	3027	102	3.5	206(h)(2)	09/18/20
W1129	Michael Weber, Michaela Denk	2806	2904	98	3.5	206(h)(2)	09/18/201
W1131	Gebriel Fineman	3114	3161	47	1.5	206(h)(2)	09/18/201

Section of Act	Description
208(h)(2)	Annual Increase of General Applicability (CPI-W based)
210	Capital Improvement
211	Change in Services/Facilities
212	Hardship Petition
213(a)(1)	Vacancy (10%)
213(a)(2)	IF APPLICABLE — State in the Appendix the Substantially Identical Rental Unit used for the Highest Comparable Vacancy Increase (30% max)
214	Substantial Rehabilitation
215	Voluntary Agreement

Type of Service	No.	
TENANT	1	Personal serv
ADULT	2	Personal serv with instructi
AGENT	3	Personal serv of the Tenant
MAIL	4	First class ma
CERTIFIED	3	Certified mai
PRIORITY	6	Priority mail

¹ Housing Provider's Notice to Tens

Page 3 of 3 RAD Form 9 (Rev 02/12)

APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED

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S C	Tenant(s) Narbe(s)	Prior	New	Dollar	Percent	Section of Act	Date	Effective Date of	213(a)(2) Rental	Type of
· :		 !		Change	Change		Served	Rent	Unit No.	So. is
		•					with	Adjustment		below)
					. ,		Notice 1			
50203	You I.d. I.d Yangyung	2720	2815	56	3.52	3.5 208(h)(2)	\$102/81/60	12/08/2015		4
N0324	fanya Weinberg, Shiono Yahuna	1784	1346	G	3.5	3.5 208(h)(2)	09/18/2015	12/08/2015		4
80418	Dinity Zoniov	2140	22.15	12	3.52	3.5208(h)(2)	09/18/2015	12/01/2015		4
20502	Ligong Li, Yu Qingshum	2585	2675	8	3.52	3.5 208(h)(2)	5102/81760	12/08/2015		寸
50708	Jose Sembler, Paz Cisternas	2713	2308	22	3.52	3.5208(h)(2)	09/18/2015	12/30/2015		4
30821	Sum Lee	1674	122	8	3.52	3.5208(h)(2)	09/18/2015	1202/10/21		4
80008	Judith Lewine	Se	3150	50	3.52	3.5/208(h)(2)	\$102/81/60	12/05/2015		4
00005	Ferdous Al Faruque, Samantho Al Faruque	1748	1809	19	3.52	3.5208(h)(2)	09/18/2015	12/20/2015		4
21608	Chinese Embassy	3075	3183	80	3.52	3.5 208(h)(2)	09/18/2015	12/20/2015		4
20922	Chinese Embasky	2476	2563	87	3.52	3.5 208(h)(2)	09/18/2015	12/21/2015	وغيرواوستان خي 🗀 وي ماراسيانه د مد	*
\$1 103	Jordan Kapkan	2851	2951	8	3.52	3.5 208(h)(Z)	09/18/2015	12/26/2015		*
\$ 15	S1104 Emisssy of the Peoples Republic Of Chins	2832	2931	82	3.52	3.5208(h)(2)	09/18/2015	12/31/2015		4
140105	W0106 Stephen Hill	2329	24	2	3.52	3.5 208(h)(2)	\$102/81/60	12/31/2015		-
W0132	W0132 Jaimie Reid, Peniell Fawler	1987	2057	8	3.52	3.5 208(h)(2)	\$102/81/60	12/06/2015		-
110326	W0326 Andrew Morrison	1387	1953	99	3.52	3.5 208(h)(2)	09/18/2015	12/01/20:5		ļ —
W0401	W0401 Embassy of the Peoples Republic of China	4515	4673	158	3.52	3.5 208(h)(2)	09/18/2015	12/15/2015		-
W0404	W0404 Benjamin Semasky, Samaniha Hassard	2642	Z.C.	g	3.52	3.5 208(h)(2)	09/18/2015	12/01/2015		-
W0406	WOMO6 Juff Schmids	1361	2017	E.	1.52	.S 208(A)(Z)	\$102/81/60	12/01/2015		#
W0426	W0426 Michael Ferrari, Antanda Shipley	3218	3331	=	3.52	3.5/208(h)(2)	09/18/2015	12/14/2015		*
W0505	W0505 Dinne Leeson, Kelsey McCutchoon	2139	22.14	22	3.52	3.5 208(h)(2)	09/18/2015	12/01/2015		*
NOSO1	W0507 Tessica Crippin	177	2288	17	3.52	3.5 208(h)(2)	09/18/2015	12/27/2015		4
W0620	W0620 Aisling Swaine	3113	3222	<u>8</u>	3.52	3.5 208(h)(2)	09/18/20:5	12/15/2015		*
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Unit	v the		STATE	aties	flee Pa	3					
W0809 Kiaofang Yu 3423 3540 120 35208(h) W0809 Donna Sharpc 2930 3053 103 3.5208(h) W1102 Sasha Techel, Patrick Manisi 3073 103 3.5208(h) W1102 Jahren Unial, Emilia Cristallo 2923 3077 102 3.5208(h) W112 Jahren Weher, Michaela Description 2900 98 3.5208(h) W113 Jahren Weher, Michaela Description 3114 316 47 1.3208(h) W113 Jahren Weher, Michaela Description Service 3.5208(h) 3.5208(h) W113 Jahren Weher, Michaela Description 3.114 316 47 1.3208(h) W113 Gabriel Fineman Description Type of No. 5.5208(h) 3.5208(h) Section Description Type of No. 7.7 1.3208(h) 3.5208(h) Section Capital Improvement 2114 ADULT 2.5208(h) 3.5208(h) Z12 (Annual Improvement 213(a)(2) [F APPLICABLE - State in the Appendix the Substantial Rehabilitation ADULT 4 Z13(a)(2) [F APPLICABLE - State in the Appendix the Highest Comparab	<u> </u>				100 E	Percent (%)			Effective Date of	213(a)(2) Rental	Type of Service
W0809 Xiaofang Yu W0809 Xiaofang Yu 3423 353 122 3.5204(n) W1102 Sasha Techet, Patrict Manist W1102 Sasha Techet, Patrict Manist 2903 3053 103 3.5204(n) W1102 Sasha Techet, Patrict Manist W1103 Sasha Techet, Patrict Manist 2904 393 3.5204(n) W1112 Michael Wecher, Michaela Description Description 3.114 3161 47 1.5204(n) W113 Gabriel Fineman Description 3.5204(n) 3.5204(n) Section of Act Description TENANT 1 Section of Act Capital Improvement TENANT 1 210 Capital Improvement ADULT 2 210 Change in Services/Facilities AGENT 3 212 Hardship Petition Ademostratical Rental Unit used for the Highest Comparable Vacancy Increase (30% max) CERTIFIED 5 214 Substantial Rehabilitation Housing Provider's N 215 Voluntary Agreement Housing Provider's N							,	Notice -	Adjustment		below)
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W1126 Alberto Turniati, Emilia Cristallo 2973 3183 108 3.5208(h) W1126 Alberto Turniati, Emilia Cristallo 2904 2904 2904 2904 W1127 Alichael Weber, Michaela Iberto Turniati, Emilia Cristallo 2904 2904 2904 2904 W1129 Alichael Weber, Michaela Iberto Turniati Chanal Description 3114 3161 47 1.5208(h) Section Description Type of No. Service 208(h) Section Description Tenant Type of No. 208(h) Section Description Tenant 1 ADULT 2 2 Capital Improvement 210 Capital Improvement 211 Change in Services/Facilities AGENT 3 3 213(a) Vacancy (10%) CERTIFFED 5 213(a) Vacancy (10%) EAPPLICABLE State in the Appendix the PRIORITY 6 Highest Comparable Vacancy Increase (30% max) Housing Provider's 1 1 1 1 1 1 1 1 1	W0902	тирс	2950	3053	<u> </u>		208(h)(2)	-	<u> </u>		-
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Highest Comparable Vacancy Increase (30% max) Substantial Rehabilitation Voluntary Agreement					PRIO	RITY	I	iority mail wi	th defivery co	nfirmation	
Substantial Rehabilitation Voluntary Agreement		Highest Comparable Vacancy Increase (30% max)									
Voluntary Agreement	214	Substantial Rehabilitation	Γ								
	215	Voluntary Agreement	Τ		1 Housir	ng Provi	der's No	ice to Tenant	of Adjustmen	t in Rent Ch	arged

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EXHIBIT D

Gabriel Fineman 3003 Van Ness St. Apt W-1131 Washington, DC 20008 gabe@gfineman.com

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

RE: Notice to Tenants of Adjustment in Rent Charged unit W-1131

Dear Sirs:

I am in receipt of your Notice to Tenants of Adjustment in Rent Charged dated 09/08/2015 relating to my unit number West 1131 in 3003 Van Ness Apartments. It is incorrect.

DC Code section §42-3501.03 (28) clearly defines 'rent" as:

"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.

Note that this definition is independent of any methods of calculation to derive the amount of the rent. The amount that you currently demand from my bank, receive by ACH transfer and is charged to my account each month is \$2,329. That is clearly my current rent for my unit and related garage space. However, your notice states that my current rent is \$3,114.

Please correct your records and send me a corrected notice.

Sincerely.

Cc:

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DC Office of the Tenant Advocate

VNSTA - Harry Gural

a labrul Jenaman

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) 1900 Mertin Luther King Jr. Avenue SE, 2nd Floor Washington, DC 20029 (202) 442-9595

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

Gabriel Fineman 3003 Van Ness Street, N.W. Apt # W1131 Washington, DC 20008

Date: 09/18/2015

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:	\$ 3,114
The dollar adjustment in your rent charged is:	s 47
The percentage adjustment in your rent charged	1.50 %
Your new rent charged is:	\$ 3,161
The effective date is:	12/22/2015

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 changed. 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.

Page 1 of 2

RACD Form 8 (Rev 02/12)

Affidavit of Gabriel Fineman –Exhibit D: Notice to Correct

Case No.: 2016 DHCD TP 30,842 Page 2 of 2

EXHIBIT E

CONSOLIDATED STATEMENT



For the Period: 09/18/15 thru 10/18/15 Member Name: GABRIEL FINEMAN

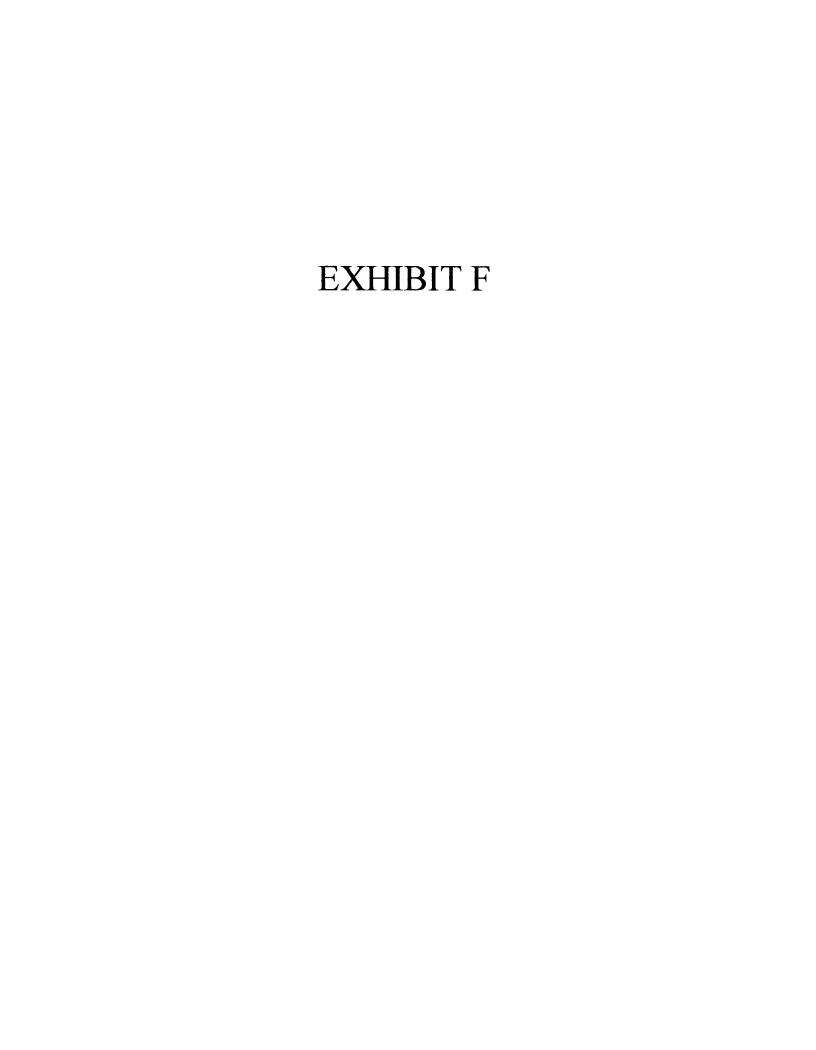
Member Number: 3139961

GABRIEL FINEMAN 3003 VAN NESS STREET APT W1131 WASHINGTON, DC 20008-

Summary of Accounts

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Page 1 of 1



DISTRICT OF COLUMBIA Office of Administrative Hearings

GABRIEL FINEMAN,

Tenant/Petitioner.

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Case No.: 2016 DHCD TP 30,842

3003 Van Ness Street, N.W., Apt. W-1131

Administrative Law Judge: Ann C. Yahner

SMITH PROPERTY HOLDINGS VAN NESS L.P., :

Housing Provider/Respondent

SECOND AFFIDAVIT OF GABRIEL FINEMAN

- I, Gabriel Fineman, declare under penalty of perjury as follows:
- 1. I am over twenty one (21) years of age and make this Affidavit on personal knowledge and in support of the Tenant/Petitioner's ("Tenant") Motion for Summary Judgment.
- 2. Smith Property Holdings Van Ness L.P. is the owner of the residential rental accommodation located at 3003 Van Ness Street, N.W. in Washington, D.C. (the "Housing Accommodation").
- 3. Equity Residential Management, L.L.C. manages the Housing Accommodation.
- 4. Petitioner Gabriel Fineman is the current resident of apartment W-1131 at the Housing Accommodation (the "Unit").
- 5. On 9/27/2016, I accessed, using the Internet, the Court Cases Online system of the District of Columbia Courts at https://www.dccourts.gov/cco/maincase.jsf and searched for all

Affidavit of Gabriel Fineman –Exhibit F: Second Affidavit of Gabriel Fineman Case No.: 2016 DHCD TP 30,842 Page 1 of 4

open cases where Equity Residential Management was the plaintiff and the case type was Landlord & Tenant Branch. Thirty six cases were returned. A true and accurate copy of this list is attached as Exhibit LT1.

- 6. On the same day I went to the Clerk's Office of the Landlord and Tenant's court and used the terminal there to look at each of the thirty six cases.
- 7. Most of these thirty six cases were brought against tenants of other buildings evidently also managed by Equity Residential Management LLC. Only three were against residents of 3003 Van Ness Apartments.
- 8. I was able to photograph the image of the complaint in each case as it appeared on the terminal.
- 9. The first case was case number 2016 LTB 203613 filed 9/20/2016 (Case #1") against Brenda Small ("Tenant # 1") in unit W-129. A true and accurate copy of the photo of the complaint in this case is attached as Exhibit LT2.
- 10. Case #1 alleged that the rent on unit W-129 was \$2,110.00 for the month of September 2016.
- 11. I went and talked with Tenant #1 who told me that the amount of \$2,110 was the rent she was expected to pay each month and, as a long time tenant, she did not have a concession lease.
- The second case was case number 2016 LTB 203612 filed 9/20/2016 (Case #2") against Shaya Tavaf ("Tenant # 2") in unit S-806. A true and accurate copy of the photo of the complaint in this case is attached as Exhibit LT3.
- 13. Case #2 alleged that the rent on unit S-806 was \$1,755.00 for the month of Septem-

Affidavit of Gabriel Fineman –Exhibit F: Second Affidavit of Gabriel Fineman

Case No.: 2016 DHCD TP 30,842

Page 2 of 4

ber 2016.

14. I went and talked with Tenant #2 who told me that the amount of \$1,755 was the rent

she was expected to pay each month after concessions and not the ceiling rent mentioned in

the lease.

15. The third case was case number 2016 LTB 203611 filed 9/20/2016 (Case #3")

against Caroline Cox ("Tenant # 3") in unit S-613. A true and accurate copy of the photo of

the complaint in this case is attached as Exhibit LT4.

16. Case #3 alleged that the rent on unit S-613 was \$1,675.00 for the month of Septem-

ber 2016.

17. I went and talked with Tenant #3 who told me that the amount of \$1,675 was the rent

she was expected to pay each month after concessions and not the ceiling rent mentioned in

the lease.

18. In each of the three cases, the housing provider swore under penalty of perjury that

the unit was "exempt from rent control".

19. In each of the three cases each unit, like all units at 3003 Van Ness Apartments, is

subject to the Rent Stabilization Act, commonly also called rent control.

20. In Case #1, Case #2 and Case #3 (the "Cases") the Housing Provider used the term

"rent" as it is defined in DC Code section §42-3501.03 (28) where it says:

'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. [DC Code section §42-

3501.03 (28)]

Affidavit of Gabriel Fineman –Exhibit F: Second Affidavit of Gabriel Fineman

Case No.: 2016 DHCD TP 30,842

Page 3 of 4

21. In each of the Cases, the Housing Provider did not use the term 'rent' to mean the ceiling or other sum used to compute the actual rent.

I hereby declare under penalty of perjury that the foregoing statements are true and correct.

Dated: October 10, 2016

Gabriel Fineman Tenant/Petitioner

List of open L/T cases with Equity as Plaintiff Sept 27, 2016

Note: The entire result set may be sorted by clicking on the labels for each column.

Select	Case Number ,	Case Type	Party	Party Type	Status	File Date
Ø	2016 LTB 024039	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC	Plaintiff	Open	09/23/2016
Ø	2016 LTB 024036	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC 425 MASS APARTM	Plaintiff	Open	09/23/2016
	2016 LTB 024035	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC 425 MASS APARTM	Plaintiff	Open	09/23/2016
	2016 LTB 024034	Landlord & Tenant Branch		Plaintiff	Open	09/23/2016
	2016 LTB 024033	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC 425 MASS APARTM	Plaintiff	Open	09/23/2016
	2016 LTB 024032	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC 425 MASS APARTM	Plaintiff	Open	09/23/2016
Ø	2016 LTB 024030	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC	Plaintiff	Open	09/23/2016
Ø	2016 LTB 023636	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC	Plaintiff	Open	09/20/2016
\square	2016 LTB 023635	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC	Plaintiff	Open	09/20/2016
Ø	2016 LTB 023634	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC	Plaintiff	Open	09/20/2016
Ø	2016 LTB 023613	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC	Plaintiff	Open	09/20/2016
<u> </u>	2016 LTB 023612	Landlord & Tenant Branch	EQUITY RESIDENTIAL MANAGEMENT, LLC	Plaintiff	Open	09/20/2016

Note: The entire result set may be sorted by clicking on the labels for each column.

Select	Case Number ;	Case Type	Party Type	Status	File Date
Ø	2016 LTB 024039	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	09/23/2016
Ø	2016 LTB 024036	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC 425 MASS APARTM	Open	09/23/2016
]	2016 LTB 024035	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC 425 MASS APARTM	Open	09/23/2016
	2016 LTB 024034	Landlord & Tenant Branch		Open	09/23/2016
	2016 LTB 024033	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC 425 MASS APARTM	Open	09/23/2016
	2016 LTB 024032	Landiord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC 425 MASS APARTM	Open	09/23/2016
Ø	2016 LTB 024030	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	09/23/2016
Image: Control of the	2016 LTB 023636	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	09/20/2016
\mathbf{A}	2016 LTB 023635	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	09/20/2016
<u> </u>	2016 LTB 023634	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	09/20/2016
<u> </u>	2016 LTB 023613	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	09/20/2016
2	2016 LTB 023612	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	09/20/2016

Affidavit of Gabriel Fineman – Exhibit F- Second Affidavit of Gabriel Fineman – Exhibit LT1 Case No.: 2016 DHCD TP 30,842 Page 1 of 2

Note: The entire result set may be sorted by clicking on the labels for each column.

Select	Casa Number :	Case Type	Party Type	Status	File Date
\square	2016 LTB 022114	Landlord & Tenant	EQUITY RESIDENTIAL Plaintiff	Open	08/31/2016
Ø	2016 LTB 022110	Branch Landlord & Tenant Branch	MANAGEMENT, LLC EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	08/31/2016
	2016 LTB 021244	Landlord & Tenant Branch		Open	08/24/2016
	2016 LTB 021242	Landiord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	08/24/2016
	2016 LTB 021238	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	08/24/2016
	2016 LTB 020970	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	08/23/2016
	2016 LTB 020950	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	08/23/2016
	2016 LTB 019433	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	08/04/2016
	2016 LTB 017436	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	07/15/2016
	2016 LTB 014976	Landlord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	06/17/2016
	2016 LTB 012262	Landiord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	05/18/2016
	2016 LTB 010863	Landiord & Tenant Branch	EQUITY RESIDENTIAL Plaintiff MANAGEMENT, LLC	Open	04/27/2016

L/T Complaint filed against Brenda Small (W 129)

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Affidavit of Gabriel Fineman – Exhibit F- Second Affidavit of Gabriel Fineman – Exhibit LT2 Case No.: 2016 DHCD TP 30,842 Page 1 of 1

L/T Complaint filed against Shaya Tavaf (S 806)

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Affidavit of Gabriel Fineman –Exhibit F- Second Affidavit of Gabriel Fineman – Exhibit LT3 Case No.: 2016 DHCD TP 30,842 Page 1 of 1

L/T Complaint filed against Caroline Cox (S 806)

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