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

FINAL ORDER AFTER REMAND

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 sought 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. The key issue was whether "current rent charged" referred to the amount a tenant was then paying in rent. Tenant also sought a fine of $5,000 for Housing Provider's willful false statement on Tenant's RAD Form 8 and sought the same

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

amount for other false RAD Form 8s given to other tenants or for other false statements on RAD Form 9.

I provide a short history of the litigation. After briefing on cross motions for summary judgment, I issued a Final Order on March 16, 2017, granting summary judgment to Housing Provider.[2] I concluded 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. Tenant appealed that Final Order to the Rental Housing Commission (Commission) which reversed and remanded my decision on February 8, 2018 (February Decision). After Housing Provider requested reconsideration, the Commission issued another order on March 13, 2018 (March Decision), denying reconsideration and expanding on its February 8, 2018, decision.

Housing Provider then appealed to the District of Columbia Court of Appeals (Court of Appeals) and, as a result, I stayed the case at the Office of Administrative Hearings (OAH). Tenant intervened at the Court of Appeals and moved to dismiss. The Court of Appeals dismissed the appeal, finding that there was no final order for its review. The Court of Appeals also noted, "[I]t is unclear what impact, if any, [Tenant's] decision to vacate the subject property has on the underlying tenant petition and remand order." *Smith Property Holdings Van Ness, L.P.* v. *D. C. RentalHous. Comm'n,* No. 18-AA-364 (D.C. June 5, 2018). The case came back to this administrative court based on the Commission's remand.

[2] **I dismissed Tenant's attempt to seek relief for tenants of all other units at the Property (3003 Van Ness Street, NW). I also determined that Housing Provider had not intentionally filed false forms with the Government and declined to impose a fine.**

On June 20, 2018, Tenant filed a Motion for Summary Judgment on Remand (Motion). Tenant asserted that there were no genuine issues of material fact. Motion, 2, 5. Tenant argued that I should order Housing Provider to re-issue and re-file the corrected Form 8 and Form 9, seemingly abandoning his request for imposition of a fine. Motion, 2. On July 13, 2018, Housing Provider filed its Opposition to Tenant's Motion for Summary Judgment on Remand and Request for Dismissal with Prejudice (Opposition). Housing Provider does not contend that there are genuine issues of material fact. Housing Provider argues, however, that this administrative court has lost jurisdiction of the case since the claim is moot. Opposition, 4-5. Therefore, any order I issue would amount to an advisory opinion. *Id.* 5. Tenant filed his Reply on Remand to Housing Provider's Objection to the Motion for Summary Judgment (Reply) on August 3, 2018. Tenant disputes Housing Provider's claims and argues I am still free to order Housing Provider to correct, re-issue, and re-file the forms and, if I wish, to impose a fine even though Tenant has abandoned that claim.

III. 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.)*.

IV. Material Facts Not in Dispute for Purposes of this Motion[3]

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 or Property).

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

3. Tenant lived at the Housing Accommodation in unit W-l131 from December 22, 2013, to December 8, 2016.

4. Tenant signed a lease agreement which began on December 22, 2014, and expired on December 21, 2015. Tenant signed a subsequent lease with Housing Provider that covered the period December 22, 2015, through December 21, 2016

5. 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. The increase was $47, or 1.5%.

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

7. Housing Provider charged Tenant a rent that was lower than that reflected on the RAD forms due to the application of a "rent concession" included in the leases.

[3] Neither party submitted a list of undisputed material facts. Both parties state there are none. These Facts are from my Final Order of March 16, 2017, with minor additions.

8. Tenant relocated to Florida on or about December 8, 2016.

9. Tenant now uses a mailing address of 4450 South Park Avenue, #810, Chevy Chase, MD 20815.

V. Discussion and Conclusions of Law

A. Tenant's Present Claims.

Tenant filed his Tenant Petition on July 12, 2016, when he lived at the Property. He moved out about five months later and has not returned to the Property. Tenant continues to seek an order for Housing Provider to correct and re-file Form 9 and correct and re-issue Form 8 that Housing Provider had created for his unit in September 2015. Tenant has not claimed that he suffered any money damages from the errors in the original RAD forms. He has not argued that the rent he was paying or the rent increase for the second lease period was incorrect. Tenant no longer seeks a fine, although he now asks for "such other relief as the court feels appropriate."[4]

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[4] I do not think a fine is appropriate here. In order to impose a fine, I must find that Housing Provider's actions were *willful*. The Act provides that "[a]ny person who willfully . . . (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 obligations required under this chapter shall be subject to a civil fine of not more than $5,000 for each violation." D.C. Official Code § 42-3509.01(b).

Willfulness is a factual determination that arises out of a defined legal standard. A determination of willfulness focuses on the actor's knowledge that he is violating the law. *See Miller* v. *DC. Rental Horn. Comm'n*, 870 A.2d 556, 559 (D.C. 2005) (holding that a fine may be imposed where the Housing Provider "intended to violate or was aware that it was violating a provision of the Rental Housing Act"); *Quality Mgmt., Inc.* v. *D.C. Rental Hous. Comm'n*, 505 A.2d 73, 76 n.6 (D.C. 1986) (finding that "willfully" implies intent to violate the law and a culpable mental state); *Hoskinson* v. *Solem*, TP 27,673 (RHC July 20, 2005) at 5 ("'willfully' in § 42-3509.1(b) relates to whether or not the person committing the act intended to violate the law").

Given the ambiguity in the language in the Rental Housing Act, acknowledged in the Commission's two Decisions in this case, there is no basis to conclude that Housing Provider willfully violated the Act.

In ray Final Order, I rejected Tenant's attempt to represent the other tenants in the building. That conclusion was not appealed to the Commission. Therefore, Tenant continues to be acting only on his own behalf.

Tenant's present Motion asks that I order Housing Provider to correct and re-issue the 2015 Form 8 to him and re-file the 2015 Form 9. The correction would have the term "current rent charged" interpreted to mean the rent Housing Provider was actually charging to Tenant at the time. In its Opposition, Housing Provider makes three arguments: first, any order I might issue would be an advisory opinion because Tenant no longer has any legal interest in the outcome; second, Tenant's claim is moot because he is no longer a tenant in the building and no relief is available to him; and, third, Tenant has lost standing because he has moved from the apartment and has no personal stake in the outcome.

For his part, Tenant contends that he is not seeking an advisory opinion. He is seeking "mandatory relief that is most akin to specific performance." Reply, 3 (emphasis in original). There is still an actual controversy because Tenant seeks an order for Housing Provider to prepare, serve, and file corrected forms. Therefore, any order would not be an advisory opinion. Second, Tenant argues that the case is not moot because Housing Provider's correcting, serving, and filing amended forms will affect the rights of the parties now and in the future. Whether or not Tenant is still living at the apartment, it is the apartment that is the subject of the case and the subject of the forms. Third, Tenant still has standing to pursue his claim because he has not yet obtained the relief sought—the order to re-issue and re-file corrected forms. A payment of damages is not necessary to keep a case alive.

B. This Administrative Court Cannot Order the Further Relief Sought.

In its February Decision, the Commission framed Tenant's issue on appeal based on Tenant's "narrow" statement of the issue: Did Housing Provider "correctly complete the required notices . . . when it listed the unadjusted Maximum Legal Rent for the rental unit as the 'Current Rent Charged," or should it have used the Actual Rent that was paid by the Tenant each month?"[5] February Decision, n.6. The Commission then concluded that "the Act generally requires a housing provider to file and serve notices of adjustments of the "rent charged" based on the amount of rent actually demanded or received from a tenant as a condition of occupancy of a rent-stabilized unit." February Decision, 37. Housing Provider had not done so and the Commission reversed my grant of summary judgment and remanded the case for "further proceedings consistent with this decision and order." *Id.*

Housing Provider filed a motion for reconsideration. In the March Decision, the Commission denied Housing Provider's motion. It rejected Housing Provider's arguments that the 2006 Amendments in some way preserved the concept of "rent ceiling." The Commission concluded that its

> review of the plain language, statutory context, and legislative history of the Act and the 2006 Amendments reflects the Council's intent to regulate rents actually charged to tenants for rental units covered by the Rent Stabilization Program. . . . Accordingly the Housing Provider was required to complete the RAD Forms for rent increases using the amount of money that was an actual condition of the Tenant's occupancy or use of the rental unit. D.C. Official Code § 42-3501.03(28) (2012 Repl.)

March Decision, 26-27.

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[5] **The Commission concluded this statement was an accurate summary of the seven different assertions of error itemized in Tenant's Notice of Appeal. February Decision, n.6.**

Based upon the Commission's decisions, I conclude that Housing Provider violated the Rental Housing Act when it created, issued and filed the RAD Forms for Tenant's apartment in September 2015, using the unadjusted Maximum Legal Rent for the rental unit as the Current Rent Charged. However, in its decisions, the Commission did not address the proper remedy. Tenant argues the 2015 forms should be corrected, re-issued to Tenant, and re-filed with the RAD. To order Housing Provider to do so, I must be authorized by statute or regulation.

D.C. Official Code § 2-1831.03(b)(1) gives this administrative court, as of October 1, 2006, jurisdiction over adjudicated cases then under the jurisdiction of the Rent Administrator. D.C. Official Code § 2-1831.09(b) enumerates the powers an administrative law judge may exercise in any case:

> **(1)** Issue subpoenas and may order compliance therewith;
> **(2)** Administer oaths;
> (3) Accept documents for filing;
> **(4)** Examine an individual under oath;
> (5) Issue interlocutory orders and orders;
> (6) Issue protective orders;
> (7) Control the conduct of proceedings as deemed necessary or desirable for the sound administration of justice;
> (8) Impose monetary sanctions for failure to comply with a lawful order or lawful interlocutory order, other than an order that solely requires payment of a sum certain as a result of an admission or finding of liability for any infraction or violation that is civil in nature;
> (9) Suspend, revoke, or deny a license or permit;
> **(10)** Perform other necessary and appropriate acts in the performance of his or her duties and properly exercise any other powers authorized by law;
> **(11)** Engage in or encourage the use of alternative dispute resolution;
> **(12)** When authorized by rules promulgated pursuant to § 2-505, issue administrative inspection authorizations that authorize the administrative inspection and administrative search of a business property or premises, whether private or public, and excluding any area of a premises that is used exclusively as a private residential dwelling. Subject to the exclusions of this paragraph, property (including any premises) is subject to administrative inspection and administrative search under this paragraph only if there is probable cause to believe that:

> (A) The property is subject to one or more statutes relating to the public health, safety, or welfare;
> (B) Entry to said property has been denied to officials authorized by civil authority to inspect or otherwise to enforce such statutes or regulations; and
> (C) Reasonable grounds exist for such administrative inspection and search; and
> **(13)** Exercise any other lawful authority.

None of the enumerated powers cover the situation here—ordering a private entity to correct, re-issue and re-file government forms.

In *D.C. Office of Tax and Rev.* v. *Shuman,* 82 A.3d 58 (D.C. 2013), the Court of Appeals addressed the powers of an OAH administrative law judge (ALJ). *Shuman* involved a claim by taxpayers that the Office of Tax and Revenue (OTR) had repeatedly failed to refund $790 to them, although OTR acknowledged the refund was due. Over the course of time, errors attributed by OTR to a computer problem multiplied. The taxpayers not only did not get their refund but suffered repeated attempts by OTR to collect monies not owed. Ultimately, the OAH ALJ issued an order imposing both monetary and equitable relief.[6] If OTR did not repair or replace the computer system that was the source of the problem, fines would escalate.

While the Court of Appeals found that OAH had the jurisdiction to hear the case, it found that the ALJ did not have the statutory authority to impose such relief. The Court of Appeals relied upon *Ramos* v. *D.C. Dep't of Consumer & Regulatory Affairs*, 601 A.2d 1069, 1073 (D.C. 1992). There, the Court of Appeals stated

> [4][I]n contrast with judicial tribunals . . . administrative law tribunals—created by the legislature to serve dispute resolution and rulemaking-by-order functions

[6] The ALJ ordered OTR to pay $80,825.26 to OAH and to pay fines of $250 a day if the OTR computer problems were not fixed. The daily fines escalated by $100 for each month the computer problems were not repaired. 82 A.3d at 65.

> within agencies of the executive branch—by definition and design do not have the inherent "equitable authority" that courts in the judicial branch have derived from common law traditions and powers. Administrative law judges only possess narrowly defined statutory and regulatory powers; they do not have the traditional equity power of courts to formulate remedies.'

Shuman, 82 A.3d at 70, *quoting Ramos*, 603 A.2d at 1073. The *Shuman* Court concluded that nothing in the OAH Establishment Act or any other statute provided a basis for the monetary and equitable relief provided.

In addition to powers in the OAH Establishment Act, OAH ALJs exercise authority under the Rental Housing Act of 1985. The Rental Housing Act specifies penalties that can be imposed for violation of the statute. D.C. Official Code § 42-3509.01. ALJs can rollback rent increases and hold housing providers liable for unlawful rent increases. D.C. Official Code § 42-3509.01(a). ALJs can also impose civil fines for various violations of the Rental Housing Act, including for example, making false statements or continuing to collect unlawful rent increases. D.C. Official Code § 42-3509.01(b). Attorney fees may also be awarded to prevailing parties pursuant to D.C. Official Code § 42-3509.02. There is no provision allowing an ALJ to order a housing provider to correct, re-issue, and re-file forms.

Under 14 DCMR 3910.2, hearing examiners are given powers similar to those provided to OAH ALJs. The focus of the regulation is fair and impartial hearings and the expeditious resolution of petitions. 14 DCMR 3910.1. There does not appear to be any specific authorization to order an applicant to the RAD to do anything. I conclude that 1 do not have statutory authority to order a housing provider to correct, re-issue, and re-file forms with the RAD. Because that order is the only relief Tenant now seeks, I can provide no further relief.

C. The Case is Moot.

My conclusion that there is no further relief I can order raises the question of whether the case is moot and therefore ripe for dismissal. "A case is moot when the legal issues presented are no longer 'live' or when the parties lack a legally cognizable interest in the outcome." *Cropp* v. *Williams,* 841 A.2d 328, 330 (D.C. 2004). "Courts refrain from deciding cases if 'events have so transpired that the decision will neither presently affect the parties' rights nor have a more-than-speculative chance of affecting them in the future.'" *Clarke* v. *United States*, 915 F.2d 699, 701 (D.D.C. 1990) *(en banc) (quoting Transwestern Pipeline Co.* v. *FERC*, 897 F.2d 570, 575 (D.C. Cir 1990). The Court of Appeals has held that whether the court can fashion a remedy is a significant factor in determining whether a case is moot. *Thorn v. Walker,* 912 A.2d 1192, 1195 (D.C. 2006). *See also Holbrook Street, LLCv. Seegers,* RH-TP-14-30,571 (RHC July 15, 2016) at 7 (RHC declining to rule on a motion when resolution of the case on the merits renders the motion moot).

Mr. Fineman moved from the Property about five months after filing his Tenant Petition. He never sought money damages and no longer seeks a fine. Mr. Fineman seeks only an order for Housing Provider to correct the two 2015 forms, re-issue Form 8 to him, and re-file Form 9 with the RAD.

Mr. Fineman asserts that there is an actual controversy about the forms which remains because there has been no order to Housing Provider to correct the forms. He does not seek any action about future forms, just the 2015 forms. Mr. Fineman, however, has not identified any interest he, as a former tenant without a claim for monetary damages, has in receiving a corrected and re-issued Form 8. Receiving a correct 2015 Form 8 does not serve any interest of his, other than perhaps an interest in feeling vindicated.

Mr. Fineman argues that his right to seek a refund of rent if it was improperly charged has not expired. The Reply is the first time he has made this claim and he makes it without any supporting facts. He did not make it in his Tenant Petition and it is not at issue now. He also speculates that there may have been incorrect charges to his successors at the unit but such charges, if they exist, are not relevant to his claims.

Because I have determined that I cannot issue an order to Housing Provider to correct, re-file, and re-issue the forms, the case is moot.

D. This Administrative Court Now Lacks Subject Matter Jurisdiction and Tenant Lacks Standing

Subject matter jurisdiction defines a court's authority to hear a case. *See Gelman Mgmt Co.* v. *Campbell,* RH-TP-09-29,175 (RHC Dec. 23, 2013). Under D.C. Official Code § 2-1831.03, OAH has jurisdiction over adjudicated cases. D.C. Official Code § 2-1831.01(1) defines an "adjudicated case" as a contested case (as defined in D.C. Official Code § 2-502(8)), as well a case involving an adjudicated hearing:

> [A] contested case or other administrative adjudicative proceeding before the Mayor or any agency that results in a final disposition by order and **in which the legal rights, duties, or privileges of specific parties are required by any law or constitutional provision to be determined after an adjudicative hearing of any type**. The term "adjudicated case" includes, without limitation, any required administrative adjudicative proceeding arising from a charge by an agency that a person committed an offense or infraction that is civil in nature.

Emphasis added.

A person has standing to bring a case if he has suffered an injury to a legally protected interest which is concrete and particularized.[7] The injury must be actual or imminent; it must be attributable to the defendant and capable of redress; it may not be hypothetical. *Friends of Tilden Park, Inc.* v. *District of Columbia,* 806 A.2d 1201, 1207 (D.C. 2004); *People for the Ethical Treatment of Animals* v. *U.S. Fish & Wildlife Serv.*, 59 F.Supp. 3d 91, 95 (D.D.C. 2014) (the suit must remain alive throughout the litigation). A simple interest in a problem is not sufficient to provide standing.

Mr. Fineman was living at the Property pursuant to a lease when he filed his Tenant Petition. He therefore was a "tenant" under the Act because he was 'a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit owned by another person." D.C. Official Code § 42-3501.03(36).

The Rental Housing Commission has concluded a person is also a tenant under the Act where the person has paid rent even if there is no lease agreement. *Marguerite Corsetti Trust* v. *Segretti*, RH-TP-06-28,207 (RHC Sept. 18, 2012). The Commission has also found that, where control of a housing accommodation has passed to another provider through a foreclosure, a person can establish that he is a tenant by showing he has continued to pay rent. *Eastern Savings Bank* v. *Mitchell*, RH-TP-08-29,397 (RHC Oct. 31, 2012). In *Eastern Savings*, the Commission relied on *Adm V of Veterans Affairs* v. *Valentine*, 490 A.2d 1165, 1169-70 (D.C. 1985), where the Court of Appeals looked to whether, after a foreclosure, the tenant had continued to pay rent. Finding that he had, the Court of Appeals concluded that the tenant remained a tenant of the new

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[7] The standard required to bring a case under the DCAPA, as here, is similar to that needed for a "case and controversy" under Article III of the Constitution. *See D.C. Appleseed Center for Law & Justice, Inc. v. D.C. Dep't of Insurance,* 54 A3d. 1188, 1199-1200 (D.C. 2012); *Atchison* v. *District of Columbia,* 585 A.2d 150, 153 (D.C. 1991) (generally following federal principles of standing, justiciability, and mootness)..

owner, even though there was no signed lease between the two. *See also The Woodner Apts.* v. *Taylor,* RH-TP-07-29,040 (RHC Sept. 1, 2015) (occupant of an apartment found to be a tenant where housing provider had explicitly acknowledged her presence in the apartment and had accepted rent directly from her, even though she was not named on the lease).

None of these variations on the definition of "tenant" apply to Mr. Fineman now. He no longer lives at the Property and no longer pays rent for the unit. Mr. Fineman no longer has any interest in the Property; he can be said to have only an academic interest in the problem.

Under 14 DCMR 4214, it is the "tenant of a rental unit" who may file petitions challenging various actions of housing providers. It is not the "rental unit" that is the actor, as Mr. Fineman asserts.[8] Mr. Fineman argues that the Rental Housing Act regulates apartments and their pricing. Reply, 6. He argues the regulation of the price of the apartment continues even if a tenant moves out. An action about an apartment, therefore, cannot become moot until the building is tom down.

This argument goes too far. Its logic, if accepted, would lead to disputes among prior tenants over who can represent "the apartment." As Mr. Fineman admits, however, a tenant is a necessary actor because tenant petitions are one mechanism for enforcing the Act. And, it is the current tenant of a unit who has the most immediate and personal stake in insuring the amount of the rent has been correctly calculated. Mr. Fineman has only recently speculated that his rent was incorrectly calculated. He no longer has an immediate and personal stake in the rent for the apartment.

*** The regulations do not speak in terms of an "affected rental unit" taking actions. For example, when rent ceiling adjustments were an issue, a tenant of a unit was not entitled to challenge an adjustment if the tenant "[w]as not a tenant of the affected rental unit prior to the date of perfection of the rent ceiling adjustment." 14 DCMR 4214.5(a) (emphasis added).**

This conclusion does not amount to an assumption that a claim for monetary damages is necessary in all cases. Under the Rental Housing Act, tenants can claim that a property has not been properly registered with the RAD or that housing providers have retaliated against tenants. Such petitions generally involve claims for money damages or fines but do not have to. Here, Mr. Fineman does not make a comparable claim that affects his personal interests.

Since Mr. Fineman moved out of the unit in question on December 8, 2016, and seeks no immediate personal relief, there are no legal rights, duties, or privileges to be determined. There is no relief to be ordered.

Mr. Fineman argues that the legal rights of subsequent tenants in the apartment are affected by any order in this case and therefore the forms must be corrected, re-issued to him, and re-filed with the RAD. However, future tenants can challenge any RAD forms they receive.

E. Conclusion

Housing Provider violated the Rental Housing Act when it filled out RAD Forms 8 and 9 for Tenant's apartment in 2015. I can find no statutory authority to order Housing Provider to correct, re-issue, and re-file the 2015 forms. Because 1 cannot offer relief, the case is moot. Even if I had the authority to order Housing Provider to correct, re-issue, and re-file the 2015 forms, Mr. Fineman is no longer a tenant at the Property. He does not have a personal stake in the outcome of the litigation giving him standing.

VI. Order

Therefore, it is this **2d dav of October, 2018**:

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. Maiuwur"
Ann C. Yahner
Principal 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.

In a Rental Housing Case, the Administrative Law Judge has ninety (90) days to decide a motion for reconsideration. 1 DCMR 2938.1. 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 90 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) and Email where available:

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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 10/2, 2018 this document was caused to be served upon the above-named parties at the addresses and by the means stated.

Clerk / Deputy Clerk