

DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

TP 27,478

In re: 617 Hamilton Street, N.E., Unit 1

Ward Five (5)

MARSHAN JEFFERSON
Tenant/Appellant

v.

HERCULES REAL ESTATE, INC.
Housing Provider/Appellee

ORDER ON CONSENT MOTION TO WITHDRAW APPEAL

January 21, 2003

BANKS, CHAIRPERSON. On August 7, 2002, the Rent Administrator issued the decision and order, which the Tenant appealed to the Rental Housing Commission on August 22, 2002. The Commission held the hearing on November 12, 2002, and on January 16, 2003, the parties filed a consent motion to dismiss the appeal, because they entered into a settlement agreement.

THE COMMISSION'S ORDER

A. The Law

Settlement of litigation is to be encouraged. The Court in Proctor v. District of Columbia Rental Hous. Comm'n, 484 A.2d 542 (D.C. 1984) required the Commission to consider: 1) the extent to which the settlement enjoys support among the affected Tenants, 2) the potential for finally resolving the dispute, 3) fairness of the proposal to all affected persons, 4) saving of litigation costs to the parties, and 5) difficulty of arriving at prompt final evaluation of merits, given the

complexity of law, and delays inherent in administrative and judicial processes. Id. at 548. When a case is settled on appeal, the pending litigation will be considered moot, and further court action is unnecessary. Milar Elevator Co. v. District of Columbia Dep't of Employment Servs., 704 A.2d 291 (D.C. 1997). The Commission is required to review all settlement agreements that withdraw appeals, 14 DCMR § 3824.2 (1991).

B. The Analysis

The Commission applied the Proctor factors as follows. The extent to which the settlement enjoys support among the affected Tenants is unanimous, since this appeal is by only one Tenant, Marshan Jefferson, who signed the settlement agreement along with her attorney. 2) The potential for finally resolving the dispute is evident by the parties' consent motion to withdraw the appeal and the text in the settlement agreement that it "settles all claims" between the Housing Provider and the Tenant. See Settlement Agreement at 3. 3) The fairness of the proposal to all affected persons is in the terms of the settlement agreement that provides for the distribution of an equal amount of the funds in the court registry to both parties, that the Tenant will vacate the rental unit, that the Housing Provider will provide a neutral reference, and other terms that ensure compliance with the terms of the settlement agreement. 4) The settlement results in the saving of litigation costs to the parties, because due to the settlement no further costs will be incurred for litigation. 5) The Commission considered the difficulty of arriving at prompt final evaluation of the merits, given complexity of law, and delays inherent in administrative and judicial processes. Accordingly,

pursuant to Proctor, the Commission reviewed the settlement agreement, and determined it was the proper basis for dismissal of this appeal.

SO ORDERED.


RUTH R. BANKS, CHAIRPERSON

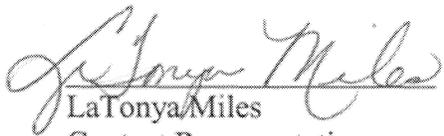
CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Order on Consent Motion to Withdraw Appeal in TP 27,478 was mailed by priority mail, with confirmation of delivery, postage prepaid this 21st day of January, 2003, to:

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