

DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

TP 27,604

In re: 1901 13th Street, N.W., Unit 8

Ward One (1)

JOSEPH M. GREENE
Housing Provider/Appellant

v.

PEDRO J. URQUILLA
Tenant/Appellee

DECISION AND ORDER

January 14, 2005

BANKS, CHAIRPERSON. This case is on appeal to the Rental Housing Commission from a decision and order issued by the Rent Administrator, based on a petition filed in the Rental Accommodations and Conversion Division (RACD). The applicable provisions of the Rental Housing Act of 1985 (Act), D.C. Law 6-10, D.C. OFFICIAL CODE §§ 42-3501.01-3509.07 (2001), the District of Columbia Administrative Procedure Act (DCAPA), D.C. OFFICIAL CODE §§ 2-501-510 (2001), and the District of Columbia Municipal Regulations (DCMR), 14 DCMR §§ 3800-4399 (1991), govern the proceedings.

I. THE PROCEDURES

On August 30, 2002, Pedro J. Urquilla, Tenant, filed Tenant Petition (TP) 27,604 in the Housing Regulation Administration (HRA). The petition alleged only one issue for hearing, whether the Tenant's rent increase was larger than allowed by the Act. The Tenant wrote an explanation in the petition:

I, Pedro J. Urquilla, reside at 1901 13th St., N.W. – Apartment #8. I have lived at this address since May of 2000.

On August 1, 2002 I received a notice of rent increase from my landlord – Jody M. Green. This notice proposed an increase in the rent from the current rent of \$515.00 to \$725.00 – an increase of over 40%[]

I hold that this rent increase is [sic] violation of the Rental Housing Emergency Act of 1985 and have chosen to pursue this matter with the Department of Consumer and Regulatory Affairs. (emphasis added.)

Tenant petition at 3A.

The hearing was held on November 20, 2002 by Hearing Examiner Keith Anderson, who issued the decision and order on January 28, 2003. The decision contained the following:

Findings of fact:

1. The subject housing accommodation is located at 1901 – 13th Street, NW [sic], in Ward 1.
2. Pedro J. Urquilla has resided in apartment 8, at the subject property, since May 1, 2000, and is the Petitioner in this matter. Joseph M. Greene owns and manages the subject property and is the Respondent in this matter.
3. Petitioner paid monthly rent in the amount of \$495 for apartment 8 at all relevant times, from May 1, 2000. On August 1, 2002, Petitioner received a Tenant Notice of Increase of General Applicability that purported to increase the rent ceiling, from \$725 to \$744, and the rent charge, from \$515 to \$700, effective September 1, 2002, for apartment 8.
4. [There was no finding of fact numbered 4.]
5. Petitioner never received notice of an increase in the rent charged, from \$495 to \$515, for apartment 8. Respondent never made a demand that Petitioner pay the increase to \$515.
6. Effective September 1, 1999, the rent ceiling was \$686, and the rent charge was \$480, for apartment 8, Petitioner paid \$495 for monthly rent beginning May 1, 2000. Respondent increased the rent ceiling, from \$686 to \$700, and the rent charge, from \$480 to \$495, effective September 1,

2000. Respondent filed rent increase forms for the increases, with RACD, but failed to serve Petitioner with a copy of the forms.

7. Respondent increased the rent ceiling, from \$700 to \$744, and the rent charged, from \$495 to \$515, effective September 1, 2001, for apartment 8. Respondent filed rent increase forms, with RACD, but failed to serve Peitioner with a copy of the forms.
8. Petitioner paid \$15 in excess rent (\$495 minus \$480), for apartment 8, from May 1, 2000, the date he moved into the unit, thru [sic] November 20, 2002, the date of the hearing. Petitioner never paid \$515 or \$700 for rent.
9. Respondent demanded of, but did not receive from Petitioner, a \$220 monthly rent increase, from \$480 to \$700, however, the \$480 rent charge for apartment 8 was at or below fair rental market value and far below the \$686 rent ceiling, Respondent had not demanded a monthly rent increase in two years, and Respondent did not harass Petitioner for not paying the \$220.00 increase.

Conclusions of law:

1. Respondent properly perfected the 1999 annual increase of general applicability, which set the rent ceiling at \$686 and the rent charged at \$80, effective September 1, 1999, for apartment 8, in compliance with Section 206(b) of the Act, and 14 DCMR Sects. 4101.6, 4204.10, 4205.4, 4205.5, and 4206.5.
2. Respondent failed to serve Petitioner with the rent increase forms filed with RACD for the year 2000, 2001 and 2002 annual increases of general applicability, inviolation of Sects. 4204.10, 4205.4, 4205.4, 4205.5(c), and 4206.5 of the Regulations.
3. Because Respondent did not properly perfect the year 2000, 2001 and 2002 annual adjustments, as set forth in Conclusion of Law #2, these adjustments are invalid and the legal rent ceiling was \$686, and the legal rent charge was \$480, at all relevant times, for apartment 8, pursuant to D.C. Official Code Sect. 42-3509.01(a) (2000).
4. Petitioner paid Respondent monthly rent in excess of \$15 (\$495 minus \$480), for 31 months, from May 1, 2000 to November 1, 2002. Petitioner is entitled to a refund of the overcharges, in the amount FOUR HUNDRED SIXTY FIVE DOLLARS, \$465, plus interest, in the amount of THIRTY ONE DOLLARS, \$31, for a total rent refund of FOUR HUNDRED AND NINETY SIX DOLLARS, pursuant to Sect. 42-3509.01(a).

5. Respondent shall not be penalized for the unlawful \$220 monthly rent increase demand, from \$480 to \$700, that he did not receive from Petitioner, for the reasons set forth in Findings of Fact #9, pursuant to the Commission's decision in Ponte v. Flasar, TP 11,609 (RHC Jan. 29, 1986).

Decision at 13-16.

Joseph Green, Housing Provider, filed a notice of appeal in the Commission on February 13, 2003. The Commission held its appellate hearing on September 11, 2003.

II. THE ISSUES

The notice of appeal raised the following issues:

- A. [Whether] [t]he Examiner violated Section 452526 [sic], Section 216[] (The decision and order should have been rendered within 120 days after the petition was filed with the Rent Administrator.)
- B. Whether the Housing Provider properly raised the Tenant's rent from \$515.00 to \$700.00, when the Housing Provider had a rent ceiling of \$744.00.
- C. Whether the Hearing Examiner erred when he found that the Tenant's proper rent charged was \$480.00 not \$495.00, at the time the Tenant signed the lease on June 23, 2000.
- D. Whether Section 206(b) of the Rental Housing Act of 1985 requires the Tenant be served with the Certificate of Election of General Applicability.
- E. Whether the hearing examiner erred when he held that the Tenant was not served with the 2002 Certificate of Election of General Applicability.
- F. Whether the Tenant's petition violates the statute of limitations in the Act.
- G. Whether the Hearing Examiner erred in a calculation in the decision and order.

III. DISCUSSION OF ISSUES

- A. [Whether] [t]he Examiner violated Section 452526 [sic], Section 216[] (The decision and order should have been rendered within 120 days after the petition was filed with the Rent Administrator.)**

The notice of appeal states, “[t]he decision and order should have been rendered within 120 days after the petition was filed with the Rent Administrator” Notice at 2. The Housing Provider relies on D.C. OFFICIAL CODE § 42-3502.16(a) (2001) which states, “[t]he Rent Administrator shall issue a decision and an order approving or denying, in whole or in part, each petition within 120 days after the petition is filed with the Rent Administrator. The time may be extended only by written agreement between the housing provider and tenant of the rental unit.” See Washington Hosp. Ctr. v. District of Columbia Dep’t of Employment Servs., 712 A.2d 1018 (D.C. 1998) (where the court held that time periods for agency action are directory not mandatory, and therefore, do not affect the agency’s jurisdiction to act after the expiration of the time period. See also Mannan v. District of Columbia Bd. of Med., 558 A.2d 329 (D.C. 1989). Since the court held that time periods for agency action are directory not mandatory, the issuance of the hearing examiner’s decision beyond the 120 day period was legal. The hearing examiner is affirmed and this issue is denied.

- B. Whether the Housing Provider improperly raised the Tenant’s rent to \$700.00, when the Housing Provider had a rent ceiling of \$744.00.**

- C. Whether the Hearing Examiner properly found that the Tenant’s proper rent charged was \$480.00 not \$495.00, at the time the Tenant signed the lease on June 23, 2000.**

The Housing Provider wrote in the notice of appeal:

No rent ceiling should have been invalid and the legal rent ceiling should be as the landlord filed since it was filed in a timely manner with the RAO for years to get a ceiling of \$744.00.

Why should the landlord not be getting the rent he wanted to charge the tenant if the landlord was not over the ceiling and never charged an increase to the tenant when the landlord could have?

Notice of appeal at 2.

The rent charged is not in violation.

Notice of appeal at 4.

The Unitary Rent Ceiling Adjustment Amendment Act of 1992 (Unitary Act);

D.C. OFFICIAL CODE § 42-3502.08(h)(1) (2001), states:

[U]nless otherwise ordered by the Rent Administrator, each adjustment in rent charged permitted by this section may implement *not more than 1 authorized and previously unimplemented rent ceiling adjustment*. If the difference between the rent ceiling and the rent charged for the rental unit consists of all or a portion of 1 previously unimplemented rent ceiling adjustment, the housing provider may elect to implement all or a portion of the difference. (emphasis added.)

See Blake v. Pied -A- Terre/Turnkey, LLC, TP 27,199 (RHC June 25, 2004) which discusses the Unitary Act which requires: 1) housing providers may implement one (1) previously perfected and unimplemented rent ceiling adjustment; and 2) a notice of adjustment must contain "other justification for the rent increase" D.C. OFFICIAL CODE § 42-3502.08(f) (2001) which states, "any notice of an adjustment ... shall contain a statement of the current rent, the increased rent, and the utilities covered by the rent which justify the adjustment *or other justification for the rent increase*." (emphasis added.) See also The Rittenhouse, LLC v. Campbell, TP 25,093 (RHC Dec. 17, 2002) (the rent increase was denied, because the housing provider did not identify a previously

perfected but unimplemented rent ceiling adjustment that was used to increase the tenant's rent.) Rittenhouse at 10.

In this appeal, the Commission's rulings on these two issues are based on the Unitary Act and the Commission decisions cited above. The 2002 Tenant Notice of Increase of General Applicability stated:

Your Current Rent Ceiling is:	\$725
Your Current Rent Charged is:	\$515
Your New Rent Ceiling is:	\$744
Your New Rent Charged :	\$700

The hearing examiner wrote:

The increase was to take effect on September 1, 2002 (TP 27,604 Case File p. 4).

Petitioner complained that the increase in the current rent charge, from \$515 of [sic] \$700, was larger than the amount of increase allowed by the Act because it 1) incorrectly stated \$515 as the current rent charge, instead of \$495, and 2) reflected a 41% adjustment in the rent charge, from \$495, instead of the 2.6% adjustment based on the 1999 CPI-W. Petitioner testified that he never received any notice of the increase in the rent charge from \$495 to \$515; that Respondent never demanded that he pay \$515; and that he did not pay the \$700 new rent charge at any time after he received the notice.

Decision at 3.

The difference between the two rents (\$515.00 and \$700.00) stated on the 2002 Tenant Notice of Increase of General Applicability for rent charged is \$185.00 (\$700.00 - \$515.00). To be in compliance with the Unitary Act, for the Housing Provider to take a rent charged increase of \$185.00, he must show that he perfected one (1) unimplemented *rent ceiling adjustment* of \$185.00 or larger, which allowed him to increase the Tenant's rent by \$185.00. Moreover, the Housing Provider must show that he gave the Tenant

notice of the identity of the rent ceiling adjustment that was being implemented. In this appeal, the Housing Provider produced a rent history (Respondent's Exhibit (Exh.) 1) which did not show one (1) \$185.00 filed, perfected, and unimplemented (unused) rent ceiling adjustment. The Housing Provider is not allowed to add together or combine two (2) or more filed and perfected rent ceilings and implement them together as one new rent charged. See Council of the District of Columbia, Committee on Consumer and Regulatory Affairs, Committee Report, Bill 9-305, Unitary Rent Ceiling Adjustment Amendment Act of 1992 (July 14, 1992) at 4, (Council Report) cited in Sawyer v. Mitchell, TP 24,991 (RHC Oct. 31, 2002) at 10, 29 & 30 (where the Council stated, "[t]he bill does prohibit providers from lumping multiple rent increases together to reach the new ceiling, however, so that tenants are not hit with dramatic increases.") Id. at 30.

In this appeal, the hearing examiner held that the 1999 Certificate of Election of Adjustment of General Applicability was completed and filed in accordance with the Act. Decision at 7. The hearing examiner held that the 1999 Certificate of Election properly set forth the correct CPI-W increase, 1%, the prior rent ceiling was \$679.00, the new rent ceiling was \$686.00, and the new rent charge was \$480.00. Decision at 8. Moreover, when the Tenant began his tenancy, on May 1, 2000, the rent charged in the lease was \$495.00, which was \$15.00 more than the rent charge of \$480.00 stated on the 1999 Certificate of Election.¹ Id. Therefore, the difference between the correct rent of \$480.00 stated on the 1999 Certificate of Election of Adjustment of General Applicability and the \$700.00 rent stated on the 2002 Tenant Notice of Increase of General Applicability was \$220.00 (\$700.00 -\$480.00).

¹ The 2000 Certificate of Election of Adjustment of General Applicability was date stamped August 1, 2000, which is after the June 23, 2000 date on the Tenant's lease, which stated that the rent began on May 1, 2000. See Resp. Exh. 4.

The hearing examiner made the following findings of fact:

2. Pedro J. Urquilla has resided in apartment 8, at the subject property, since May 1, 2000, and is the Petitioner in this matter. Joseph M. Greene owns and manages the subject property and is the Respondent in this matter.
3. Petitioner paid monthly rent in the amount of \$495 for apartment 8 at all relevant times, from May 1, 2000. On August 1, 2002, Petitioner received a Tenant Notice of Increase of General Applicability that purported to increase the rent ceiling, from \$725 to \$744, and the rent charge, from \$515 to \$700, effective September 1, 2002, for apartment 8.
4. [There was no finding of fact numbered 4.]
5. Petitioner never received notice of an increase in the rent charged, from \$495 to \$515, for apartment 8. Respondent never made a demand that Petitioner pay the increase to \$515.
6. Effective September 1, 1999, the rent ceiling was \$686, and the rent charge was \$480, for apartment 8, Petitioner paid \$495 for monthly rent beginning May 1, 2000. Respondent increased the rent ceiling, from \$686 to \$700, and the rent charge, from \$480 to \$495, effective September 1, 2000. Respondent filed rent increase forms for the increases, with RACD, but failed to serve Petitioner with a copy of the forms.
7. Respondent increased the rent ceiling, from \$700 to \$744, and the rent charged, from \$495 to \$515, effective September 1, 2001, for apartment 8. Respondent filed rent increase forms, with RACD, but failed to serve Petitioner with a copy of the forms.
8. Petitioner paid \$15 in excess rent (\$495 minus \$480), for apartment 8, from May 1, 2000, the date he moved into the unit, thru November 20, 2002, the date of the hearing. Petitioner never paid \$515 or \$700 for rent.
9. Respondent demanded of, but did not receive from Petitioner, a \$220 monthly rent increase, from \$480 to \$700, however, the \$480 rent charge for apartment 8 was at or below fair rental market value and far below the \$686 rent ceiling, Respondent had not demanded a monthly rent increase in two years, and Respondent did not harass Petitioner for not paying the \$220.00 increase.

The hearing examiner awarded a rent refund for all the months of the \$15.00 rent overcharge. See D.C. OFFICIAL CODE § 42-3509.01(a) (2001), which provides for the roll back of rent to the amount the Rent Administrator determines to be proper.

He also held that all other attempted annual adjustments were invalid. The 2000, 2001, and 2002 annual adjustments were invalid due to lack of proper service of the notices on the Tenant. Decision at 8-10. Thereby, causing the rent ceiling to remain at the 1999 level of \$686.00 and the rent charged to remain at \$480.00. Since the Housing Provider did not demand a rent higher than the \$495.00, which the Tenant paid in accordance with the lease terms, the hearing examiner, citing Ponte v. Flasar, TP 11,609 (RHC Jan. 29, 1986), did not include in the refund order another refund based on the higher rents and rent ceilings stated on the Certificates of Election for 2000, 2001, and 2002. Accordingly, the Housing Provider was not penalized with a higher rent refund, as he could have been, for demanding the higher rent of \$700.00, which was more than the Act allowed, based on the 1999 rent ceiling of \$686.00. The hearing examiner is affirmed and this issue is denied.

D. Whether Section 206(b) of the Rental Housing Act of 1985 requires the Tenant be served with the Certificate of Election of General Applicability.

E. Whether the hearing examiner erred when he held that the Tenant was not served with the 2002 Certificate of Election of General Applicability.

The Housing Provider wrote in the notice of appeal, that Section 206(b) of the Act “does not say the tenant must be served with [the] Certificate of General Applicability.” Notice of appeal at 2. The Housing Provider is correct. However, the regulation, 14 DCMR § 4204.10(c) (1991) states:

[A] housing provider shall take and perfect a rent ceiling increase authorized by § 206(b) of the Act (an adjustment of general applicability) by filing with the Rent Administrator and serving on the affected tenant or tenants in the manner prescribed in § 4101.6 a Certificate of Election of Adjustment of General Applicability, which shall do the following:

...

(c) Be filed *and served* within thirty (30) days following the date when the housing provider is first eligible to take the adjustment. (emphasis added.)

This regulation implements *the law* at D.C. OFFICIAL CODE § 3509.04(b) (2001), which states, in relevant part:

No rent increases ... shall be effective until the first day on which rent is normally paid occurring more than 30 days after notice of the increase is given to the tenant. (emphasis added).

In the context of the legislative mandate to give proper notice before increasing the rent, the word “given” means “served.” This is because D. C. OFFICIAL CODE § 42-3509.04 (2001) is entitled “Service.” In section “a” it describes how a person may be served, and section “b” quoted above simply states more than 30 days must pass before the effective date of the notice “given” or “served” on the Tenant. In this appeal, the 2002 Tenant Notice of Increase of General Applicability was the Tenant’s notice that both his rent ceiling and rent charged would be increased. The rent ceiling was increased from \$725.00 to \$744.00, and the rent charged was increased from \$515.00 to \$700.00. The Certificate was required by the Act to be properly served on the Tenant. The Tenant stated on page 3A of the tenant petition that he received the Tenant Notice of Increase of General Applicability on August 1, 2002. The tenant petition states in relevant part, “[o]n August 1, 2002 I received a notice of rent increase from my landlord.” See p.2, supra. The Certificate stated the increase was effective September 1, 2002. Accordingly, the hearing examiner erred, when discussing the 2002 Certificate of Election, he held that the Housing Provider “failed to serve [Tenant] with a copy of the Certificate of Election, in violation of Sect. 4202.10.” Decision at 9. However, the error was not fatal, because the hearing examiner also gave two other reasons why the 2002 Certificate of Election

was defective. First, the Housing Provider failed to list the correct rent levels on the 2002 Certificate of Election, and second, the Housing Provider failed to provide an alternative authorizing section of the Act for the increase. Decision at 9. See D.C. OFFICIAL CODE § 42-3502.08(f) (2001)) at p. 6, above. Therefore, the hearing examiner is affirmed and these two issues are denied.

F. Whether the Tenant's petition violates the statute of limitations in the Act.

The Housing Provider erroneously wrote in the notice of appeal:

[A] tenant may challenge a rent adjustment implemented under any section of this chapter by filing a petition with the RAO. Under 45252 [sic] this means in a timely manner, within 120 days. The examiner did not do this.

Notice of Appeal at 3.

The Act contains a statute of limitations, which states different text from that quoted above in the notice of appeal. The Act at D.C. OFFICIAL CODE § 42-3502.06(e) (2001) states the statute of limitations as:

A tenant may challenge a rent adjustment implemented under any section of this chapter by filing a petition with the Rent Administrator under § 42-3502.16. No petition may be filed with respect to any rent adjustment, under any section of this chapter, more than 3 years after the effective date of the adjustment.

A Tenant may challenge a rent ceiling or rent charged within three years of its effective date. D.C. OFFICIAL CODE § 42-3502.06 (2001). See Majerle Mgmt. Inc. v. District of Columbia Rental Hous. Comm'n, No 02-AA-427 (D.C filed Dec. 30, 2004) citing Kennedy v. District of Columbia Rental Hous. Comm'n, 709 A.2d 94 (D.C. 1998); Vicente v. Anderson, TP 27,201 (RHC Aug. 20, 2004), (where the 3 year statute of limitations did not bar the rent refund, which was within the 3 year limitation); Amiri v. Gelman Mgmt. Co., TP 27,501 (RHC Oct. 3, 2003) (where the Commission disallowed

rent refund for housing code violations which were eight years in duration, because they exceeded the three year statute of limitations in the Act.) Williams v. Aubinoe, TP 22,821 & TP 22,814 (RHC Aug. 12, 1992) (holds the statute of limitations begins with the effective date of the rent increase and dismissed claims that began more than three years prior to the filing of the petition).

In the instant appeal, the tenant petition filed on August 30, 2002 involved the annual increase in the rent ceiling and increase in rent charged in 2002. Accordingly, the petition did not violate the three year statute of limitations in the Act, because the Tenant's rent increase notice was dated August 1, 2002 and the petition was filed 30 days later on August 30, 2002. Moreover, the hearing examiner considered only the rent ceilings that fell within the three year statute of limitations, beginning August 30, 1999 and ending August 30, 2002, the date the tenant petition was filed. Decision at 4 - 5.

The Housing Provider quoted the wrong section of the Act for the statute of limitations time period for challenging a rent adjustment. Accordingly, the hearing examiner is affirmed and this issue is denied.

G. Whether the Hearing Examiner erred in a calculation in the decision and order.

In general, the Housing Provider wrote a rambling notice of appeal, which did not conform to the Commission's rule, 14 DCMR § 3802.5(b) (1991), on the content of notices of appeal. The rule states, in relevant part, the notice of appeal shall contain "a clear and concise statement of the alleged error(s) in the decision of the Rent Administrator." See Pierre-Smith v. Askin, TP 24,574 (RHC Feb. 29, 2000); Tenants of 2480 16th St., N.W. v. Dorchester Hous. Ass'n, CI 20,739 & CI 20,741 (RHC Jan. 14, 2000) (the Commission denied review on some statements, because the appealing party

failed to provide a clear statement of the alleged error in the decision and order as required by the Commission's regulation, 14 DCMR § 3802.5 (1991)).

The Commission interpreted some of the rambling statements in the notice of appeal to be the issues for review in the instant appeal. The statements selected for review are quoted in the discussion of each issue in this decision. The remainder of the statements in the notice of appeal did not give notice of what was the error in the decision. For example, in many places the notice of appeal merely recited the law, which does not raise an issue, except for when the law was inaccurately stated, as in issues D and F. See Mersha v. Town Center Ltd. P'ship, TP 24,970 (RHC Dec. 21, 2001) (where the Commission dismissed several statements written by the Tenant as issues on appeal cited in Tenants of 829 Quincy St., N.W. v. Bernstein Mgmt. Co., TP 25,072 (RHC Sept. 22, 2004) at 16.

The notice of appeal (p. 4) also stated that "the examiner erred in his calculations" without stating where the error occurred or what was the error. The notice of appeal did not state whether the calculation error was in the statement of the rent history, the statute of limitations, the rent ceilings, the rents charged, or the interest imposed. Therefore, the Commission did not review for a calculation error in the decision. This issue is denied.

IV. THE CONCLUSION

The hearing examiner is affirmed on all issues in the notice of appeal.

SO ORDERED.



RUTH R. BANKS, CHAIRPERSON



RONALD A. YOUNG, COMMISSIONER



JENNIFER M. LONG, COMMISSIONER

MOTIONS FOR RECONSIDERATION

Pursuant to 14 DCMR § 3823 (1991), final decisions of the Commission are subject to reconsideration or modification. The Commission's rule, 14 DCMR § 3823.1 (1991), provides, "[a]ny party adversely affected by a decision of the Commission issued to dispose of the appeal may file a motion for reconsideration or modification with the Commission within ten (10) days of receipt of the decision."

JUDICIAL REVIEW

Pursuant to D.C. OFFICIAL CODE § 42-3502.19 (2001), "[a]ny person aggrieved by a decision of the Rental Housing Commission ... may seek judicial review of the decision ... by filing a petition for review in the District of Columbia Court of Appeals." Petitions for review of the Commission's decisions are filed in the District of Columbia Court of Appeals and are governed by Title III of the Rules of the District of Columbia Court of Appeals. The court may be contacted at the following address and telephone number:

D.C. Court of Appeals
Office of the Clerk
500 Indiana Avenue, N.W.
6th Floor
Washington, D.C. 20001
(202) 879-2700

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Decision and Order in TP 27,604 was mailed by priority mail, with confirmation of delivery, postage prepaid this **14th day of January, 2005**, to:

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1901 13th Street, N.W.
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Joseph M. Greene
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