

**DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION**

TP 27,666

**THERESA LAMB**  
Housing Provider/Appellant

v.

**ANARI, INC.**  
Tenant/Appellee

**ORDER ON MOTION FOR STAY**

**July 3, 2003**

**BANKS, CHAIRPERSON.** On June 13, 2003, the Housing Provider/Appellant, through her attorney moved the Commission for an order waiving the requirements of 14 DCMR § 3802.10 (1991), which requires a party to establish an escrow account or purchase a supersedeas bond to stay the enforcement of damages. The primary reason for the stay was the allegation of a mathematical error in the hearing examiner's decision and order in the calculation of the damages, that related to a factual discrepancy about the actual rent charged and used to calculate the damages. The Tenant did not file an opposition.

**THE COMMISSION'S ORDER**

The Commission denies the motion for stay for the following reasons. Motions for stay are governed by the Commission's regulations, 14 DCMR §§ 3802.10 & 3802.11 (1991).<sup>1</sup>

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<sup>1</sup> 14 DCMR §§ 3802.10-11 (1991) state:

Any party appealing a decision of the Rent Administrator which orders the payment of money may stay the enforcement of such decision by establishing an escrow account or purchasing a supersedeas bond which complies with the requirements of § 3806 within five (5) days of filing the notice of appeal.

The court interpreted these regulations in Hanson v. District of Columbia Rental Hous. Comm'n, 584 A.2d 592, 595 (D.C. 1991). The court stated:

[T]he Commission action was not 'final' and could not be enforced in the trial court until after judicial review of the agency's action was completed or the appeal period has expired. (citation omitted). If Commission actions cannot be judicially enforced, then it would seem to follow logically that RACD decisions of the hearing examiner also cannot be enforced until appellate review has been exhausted. (citation omitted). If the decisions of the hearing examiner cannot be enforced until after judicial review, then there is no need for rules requiring a motion to stay since decisions of the examiner are, in effect, automatically stayed. Since the regulations were inconsistent with the doctrine of primary jurisdiction, the Commission was not bound to follow them. (citation omitted.) (emphasis added.)

Cited in Oxford House-Bellevue v. Asher, TP 27,583 (RHC June 10, 2003), Redman v. Graham, TP 24,681 (RHC Jan. 6, 2003); Lanier Asso./Larry Drell v. 1773 Lanier Place, N.W., Tenants' Asso., TP 27,344 (RHC Nov. 8, 2002); Vicente v. Anderson, TP 27,201 (RHC Sept. 23, 2002); Barnes v. MacDonald, TP 25,070 (RHC Oct. 3, 2001); Dias v. Perry, TP 24,379 (RHC June 17, 1999).

Therefore, the enforcement of the award of damages is automatically stayed in this case, until the cross appeals before the Commission are final.

SO ORDERED.

  
RUTH R. BANKS, CHAIRPERSON

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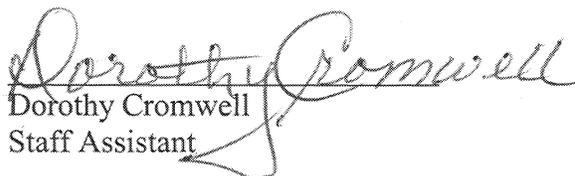
The payment of money described in §3802.10 shall include the award of rent increases to a housing provider. Establishment of an escrow account or the purchase of a supersedeas bond pursuant to § 3802.10 shall be based on at least six (6) months of the rent increase per party appealing; Provided, that the escrow may be paid in monthly deposits during the pendency of the appeal and the appellee shall be notified of the deposits.

## CERTIFICATE OF SERVICE

I certify that a copy of the foregoing ORDER ON MOTION FOR STAY in TP 27,666 was mailed by priority mail, with confirmation of delivery, postage prepaid this **3rd day of July, 2003**, to:

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