DISTRICT OF COLUMBIA
RENTAL HOUSING COMMISSION

CAMBRIDGE HOUSE ENTERPRISES, Housing Provider/Appellant. v. JAMES NIMRI, Tenant/Appellee.	Case No. 2018-DHCD-TP 30,999 *In re*: 618 A St., SE, Apt. 21

BRIEF OF *AMICUS CURIAE* FOR THE OFFICE OF THE TENANT ADVOCATE IN SUPPORT OF TENANT/APPELLEE

Pursuant to the Commission's May 7, 2021 Scheduling Order permitting the Office of the Tenant Advocate ("OTA") to file an *amicus curiae* brief, the OTA hereby submits its Brief of *Amicus Curiae* in Support of Tenant/Appellee, James Nimri ("Mr. Nimri").

The issue presented is whether the ALJ's decision that the statute of limitations set forth in D.C. Code 42-3502.06(e) does not bar a challenge to a rent increase implemented more than three (3) years before the filing of the instant tenant petition is correct. Housing Provider's Motion to Certify August 31, 2018 Order for Interlocutory Appeal, September 7, 2018.

This case presents a unique set of facts that distinguishes it from the facts presented in Commission precedent, yet that precedent squarely supports OAH's ruling on the matter of law at issue. To decide this issue, the Commission needs to determine only whether the facts on the record warrant the equitable tolling of the statute of limitations where the Housing Provider:

1. Took a 64 percent rent increase while the Unit was vacant[1] -- over twice the maximum amount allowed for any vacancy increase at that time;

[1] This was calculated by determining the rate of change between $960, the last rent charged amount that had been filed with RAD at the time of the vacancy, and $1,575, which was the rent amount that was allegedly charged to the new tenants in February 2012. *See* Petitioner's Ex. 101 ("Ex. 101"); Housing Provider Ex. 203 ("Ex. 203").

2. Failed to make *any* attempt to register or "perfect" that increase with the Rent Administrator's office;

3. Failed to meet *any* of at least three other prophylactic requirements of the rent control regime, including a critical disclosure to the tenant, the very purpose of which is to put a new tenant on notice as to any rent increase for the unit, and the lawful basis for each, taken within the prior three-year statute of limitations period, and allow the tenant to timely challenge any increase discovered to be in violation of the Act; and,

4. Elected not to raise the rent for the Unit until over three years had elapsed since the outset of the tenancy, thus ensuring that Mr. Nimri was denied any inquiry notice whatsoever.

I. STATEMENT OF INTEREST OF AMICUS CURIAE

The **Office of the Tenant Advocate** ("**OTA**" or "*Amicus*") is an independent agency within the District of Columbia government that (1) provides legal services to tenants regarding disputes with landlords; (2) educates and informs tenants about rental housing matters; and, (3) advocates for the rights and interests of District renters in legislative, regulatory, and judicial contexts. The OTA regularly advises and represents tenants in rent control cases, and consults closely with the Council, sister agencies, legal service providers and other attorneys and advocates to maintain and strengthen the rent control program as an effective affordable housing tool. The rent control program is the centerpiece of the Rental Housing Act of 1985 ("Act") (D.C. Law 6-10), which was passed in an attempt to address an increasing shortage of affordable rental housing. One of the Act's core purposes is to "protect moderate and low-income tenants against the erosion of their incomes due to increased housing costs." D.C. Official Code § 42-3501.02 (1). Indeed, the rent control program is the District's only affordable housing tool that exists to protect moderate- as well as lower-income residents. Many of these residents continue to be impacted by the shortage

of affordable rental housing, and many experience some level of housing cost burdens due to the high percentage of monthly income.[2]

Enforcement of the Act largely depends on tenants who are willing to pursue their rights through legal action upon discovering that the housing provider has violated those rights. The D.C. Court of Appeals has acknowledged that in order to fulfill the Act's statutory purposes, a "tenant who litigates a meritorious claim under this statutory scheme acts not only on his own behalf, but also as a private attorney general in vindicating the rights of persons of low or moderate income to afford remedial housing." *Goodman v. D.C. Rental Hous. Comm'n*, 573 A.2d 1293, 1299 (D.C. 1990)(internal citations omitted). In order to improve the program's effectiveness and efficiency, and to better enable the tenant to serve as a check and balance on housing provider compliance, the Council requires the housing provider to provide the tenant and the Rent Administrator's office with certain notices and disclosures. Housing provider compliance with these requirements is critical to the effective administration and enforcement the Act.[3] A housing provider's failure to abide by the Act's these requirements thwarts the ability of a tenant to identify and vindicate his/her own legal rights, to the detriment of other rights and interests of other tenants and to the detriment of the Act's statutory purposes.

The OTA's interest in this matter is to protect its clients and District tenants generally from

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[2]According to a 2019 National Low Income Housing Coalition (NLIHC) report, 51 percent of low-income households and 22 percent of middle-income households were housing cost burdened. NLIHC, Housing Needs by State: District of Columbia, Accessed at: https://nlihc.org/housing-needs-by-state/district-columbia.
U.S. Department of Housing and Urban Development ("HUD") classifies household housing cost burdens as follows:

- "No cost burden: Households spending 30 percent or less of adjusted gross income on housing expenses.
- Moderate cost burden: Households spending 31 to 40 percent of income on housing expenses.
- High cost burden: Households spending 41 to 50 percent of income on housing expenses.
- Severe cost burden: Households spending 51 percent or more of income on housing expenses."

U.S. Department of Housing and Urban Development, "Housing Cost Burden Among Housing Choice Voucher Participants," Accessed at: huduser.gov/portal/pdredge/pdr-edge-research-110617.html.

[3] As discussed in the Committee Report for Bill 16-109, the "Tenants' Rights to Information Act of 2005," housing providers have greater access to a unit's rental history, putting tenants at an informational disadvantage. Bill 16-109 mandates housing providers make numerous disclosures regarding the rent controlled status in addition to other rent control information of a unit in order to allow tenants to be better equipped to make informed housing decisions. *See*: Committee Report for Bill 16-109, the "Tenants' Rights to Information Act of 2005," March 20, 2006.

housing provider evasions of legislative and regulatory efforts to level the informational playing field between them and tenants, thereby benefiting from exorbitant and unlawful rent increases that undermine the Act's purposes.

If in the instant case the Housing Provider is permitted to benefit from its own heedlessness of the Act's disclosure and notice requirements, housing providers generally will be encouraged to behave similarly, thus hampering enforcement of the Act and rendering the District's stock of affordable rental housing for moderate- and lower-income residents all the more vulnerable.

II. BACKGROUND

On January 13, 2014, Mr. and Mrs. Nimri signed a lease with the Housing Provider to rent 618 A St., SE, Apt. 21, Washington, D.C. ("Unit") for $1,550 ("2014 Lease"). *See* Housing Provider's Ex. 200. Unbeknownst to the Nimris, the lawful rent charged amount on file with the Rental Accommodations Division (RAD) was $960 pursuant to a 2011 rent adjustment.[4]

After executing the 2014 Lease, the Housing Provider lulled Mr. Nimri into inaction on his claim by:

- Taking the 61%[5] rent adjustment while the Unit was vacant;
- Failing to make any attempt to file the adjustment with RAD;
- Failing to meet any prophylactic requirements of the Act including the failure to:
    - Provide Mr. Nimri "Housing Provider's Disclosure to New and Existing Tenants," RAD Form 4, as section 213(d) of the Act requires. D.C. Official Code §42-

[4] On August 30, 2011, the Housing Provider filed a "Certificate of Notice to RAD of Adjustments in Rent Charged" ("2011 RAD Filing"). *See* Petitioner's Ex. 101. This was the last notice that had been filed with RAD at the time Mr. Nimri Signed his lease. *See* Petitioner's Ex. 104.
In the 2011 RAD Filing, Housing Provider, *inter alia*, notified RAD that (1) the rent charged for the Unit was adjusted from $939 to $960 and the effective date of the rent charged adjustment was October 1, 2011 ("October 2011 Adjustment"). *See* Ex. 101.
[5] This was calculated by determining the rate of change between $960, the last rent charged amount that had been filed with RAD at the time that Mr. Nimri signed the 2014 Lease, and $1,550, which was the rent amount noted in the 2014 Lease.
However, based on the record, after the 2011 RAD Filing, the next time the rent charged amount allegedly increased was in February of 2012 to $1,575 and the rate of change from the $960 rent to $1,575 was 64%. *See* Petitioner's Exhibits for June 12, 2018 Evidentiary Hearing, Ex. 101 ("Ex. 101") and Ex. 203 ("Ex. 203").

3502.13(d);

- File with RAD within 30 days:
  - A Certificate of Notice to RAD of Adjustments in Rent Charged (RAD Form 9), as required by 14 DCMR 4205.4 (d);
  - A copy of a notice to Mr. Nimri of a rent increase stating the calculation of the initial rent charged in the Lease (based on increases during the preceding 3 years, as required by D.C. Official Code § 42-3502.05(g)(1); nor,
  - An amendment to the Registration/Claim of Exemption form (RAD Form 1), as required by 14 DCMR 4103.1(e);[6] and

- Electing not to raise the rent again until the three-year statute of limitations period elapsed.

Housing Provider's failure to file the 61 percent increase on the Unit injured Mr. Nimri and the prior tenants,[7] as well as the affordability of the Unit, by imposing on the Unit an unlawful and unexplained rent increase in an amount that finds no justification in the Act. This adjustment is not reflected in any RAD filing. Rather, it was merely reflected in the initial rent amount as stated on the prior tenant's lease, dated February 4, 2012, and again in the rent amount as stated on Tenant's lease, dated January 13, 2014. Housing Provider's subsequent actions ensured that neither

[6]As noted by Administrative Law Judge England, the parties do not dispute that after executing the 2014 Lease, Housing Provider did not:

- Provide Mr. Nimri within 15 days the Housing Provider's disclosure to New and Existing Tenants, RAD form 4, as required by D.C. Official Code § 42-3502.13(d).
- File with RAD within 30 days:
  - A copy of a notice to Mr. Nimri of a rent increase stating the calculation of the initial rent charged in the Lease (based on increases during the preceding 3 years, as required by D.C. Official Code § 42-3502.05(g)(1);
  - A Certificate of Notice to RAD of Adjustments in Rent Charged (RAD Form 9), as required by D.C. Official Code § 4205.4 (d); nor,
  - An amendment to the Registration/Claim of Exemption form (RAD Form 1), as required by 14 DCMR 4103.1(e).
- Provide Mr. Nimri with the pamphlet or written notices, as required by D.C. Official Code §§ 42-3502.22(b)(1)(G) and 3502.22 (b)(2).

ALJ England, "Order Denying Housing Provider's Motion to Dismiss, in part, and for Summary Judgment," August 31, 2018.

[7] In the record, the Housing Provider alleged that there was a 2012 increase in rent charged and provided a February 4, 2012 lease agreement where Ms. Murphy and Mr. Perkins allegedly agreed to pay a starting rent of $1,575 for the Unit as of February 11, 2012 ("alleged 2012 Rent Charged"). *See* Ex. 203. No RAD Forms have been presented in the record to support that RAD was ever notified about the alleged 2012 Rent Charged.

tenant would be given any reasonable inquiry notice, or any cause to investigate the recent history of rent adjustments for the Unit and the legality of those adjustments. This was in violation of section 213(d) of the Act, which places an affirmative duty on housing providers to inform a new tenant of all rent adjustments for the unit within the past three years, which remain challengeable at the outset of the tenancy. Based on the record, the Housing Provider failed to provide the required section 213(d) notice both to the prior tenant and Mr. Nimri, thus depriving them both of the inquiry notice explicitly required by statute. Subsequently, Housing Provider did not elect to increase the rent for the Unit during the prior tenant's tenancy nor during Mr. Nimri's tenancy until more than three years after the start of that tenancy by giving notice in August 2017.[8] In electing not to increase the rent for the occupied Unit between 2011 and 2017, Housing Provider effectively waited out the statute of limitations period, knowing that a notice of rent increase would provide a tenant with inquiry notice as to any unlawful adjustment within the statute of limitations period. Instead, the Housing Provider effectively waited out the 3-year statute of limitations period before issuing Mr. Nimri a notice of rent increase. Indeed, upon receiving a notice of rent increase on August 2017, Mr. Nimri promptly acted on the inquiry notice; investigated the history of rent adjustments for the Unit; and promptly took legal action by filing a tenant petition. *See* Nimri Declaration, Line 6.[9]

III. ARGUMENT

a. Equitable tolling is warranted where the Housing Provider has evaded the statutory and regulatory requirements with respect to both RAD filings and disclosures to the tenant, specifically those designed to put the tenant on inquiry notice of unlawful rent increases.

[8] On August 2017, the Housing Provider notified Mr. Nimri that it intended to increase the Unit's rent from $1,550 to $1,598 beginning October 1, 2017. *See* Nimri Declaration, Line 6.
On September 7, 2017, the Housing Provider filed with RAD a "Certificate of Notice to RAD of Adjustments in Rent Charged" ("2017 Filing"). *See* Petitioner's Ex. 103 ("Ex. 103").
[9] Had the Housing Provider disclosed to Mr. Nimri the Unit's three year rent history when Mr. Nimri signed the 2014 Lease, Mr. Nimri would have challenged the alleged rent increases no later than October 1, 2014. *See* Nimri Declaration.

In *East v. Graphic Arts*, the Court acknowledged that the failure to post required signage that may have apprised plaintiff of its claim -- substantially analogous to the Housing Provider's failure here to notify Mr. Nimri of prior rent increases to his Unit as required by law -- has been held to toll administrative statutes of limitations in the federal context. *East v. Graphic Arts Indus. Joint Pension Tr.*, 718 A.2d 153, 158-60 (D.C. 1998). While the Court in *East* ultimately decided its case on different grounds, it did state that federal precedent on equitable tolling is persuasive in the District context, and that federal courts have tolled administrative statutes of limitations based on failure to post required notice or signage depending on the facts at hand.

In *Sprint*, at the federal level, the United States Court of Appeals for the District of Columbia Circuit recognized that failures to disclose information can toll a statute of limitations in light of several factors:

> "[S]ilence ...tolls the statute of limitations ...if the defendant has an affirmative duty to disclose the relevant information to the plaintiff." *Smith v. Nixon*, 606 F.2d 1183, 1190 (D.C.Cir.1979); *Rutledge v. Boston Woven Hose & Rubber Co.*, 576 F.2d 248, 250 (9th Cir.1978). That is, absent evidence to the contrary, the plaintiff is entitled to assume that the persons with whom he deals are not in default of their obligations to him. [...] ***[T]he defendant may be under a statutory duty to disclose the relevant information. In Smith v. Nixon, for example, we noted that the Government's breach of its statutory duty to disclose would toll the statute of limitations*** for a damage claim arising out of an unauthorized wiretapping. 606 F.2d at 1190.

Sprint Communications Company, L.P., v. Federal Communications Commission, 76 F.3d 1221, *1226 (1996, D.C. Cir.)(emphasis added)*. The D.C. Court of Appeals has also indicated that it may be appropriate to toll administrative statutes of limitations due to the defendant's failure to act where federal precedent on the matter is persuasive. In *Smith v. Nixon*, the U.S. Court of Appeals for the District of Columbia Circuit, as quoted in the excerpt from *Sprint* above, stated that the statute of limitations can be tolled where a statutory duty to disclose information is violated. Here, without ever having received a notice of the prior three years of rent increases as required by

section 213(d) of the Act, Mr. Nimri had no reason to know that Appellant had imposed an exorbitant previous rent increase without having filed the adjustment at RAD. This is even more crucial in the rent control context where, as discussed in *Christine Grant, et al. v. Gelman Management Co.*, TPs 27,995, 27,997, 27,998, 28,002, 28,004 (March 2006), "[s]trict compliance with [housing provider reporting and monitoring requirements] has been found to be essential to the efficient and effective enforcement of the rent control program." *Gelman* p. 6 (quoting *Sawyer* p. 103-04). Therefore, the landlord should not benefit from a statute of limitations defense.

While the case for equitable tolling in general is strong as stated above, the Commission should also find that the Housing Provider specifically lulled Mr. Nimri into inaction on his claim and therefore the statute of limitations must be tolled. "Under the lulling doctrine, a defendant cannot assert the bar of the statute of limitations, if it appears the defendant has done anything that would tend to lull the plaintiff into inaction, and thereby permit the limitation prescribed by the statute to run." *Coates v. Edgewood Mgmt. Corp.*, 258 F. Supp. 3d 107, 114 (D.D.C. 2017). An affirmative act on the part of the defendant is required for lulling. *Id.*

By taking these courses of action, Appellant created a scenario where Mr. Nimri was never put on notice that there might be any rent increase to challenge. Subsequent rent increase notices to Mr. Nimri within the statute of limitations period would have put Mr. Nimri on notice that he should investigate the rent control records for potential claims. Appellant, however, elected not to increase the rent for a length of time until just beyond the limitations period. As a result, the Housing Provider should not be permitted to avail itself of the statute of limitations.

Furthermore, where none of Housing Provider's filing and notice violations have been cured --as in the instant case -- and at least one (with respect to the section 213(d) disclosure) was repeated, *Amicus* would posit that a housing provider's habitual violations should be deemed to be

an act or acts of commission. This is analogous to a tenant's habitual failure to timely pay rent transforming what would otherwise be a redeemable writ for eviction becoming a non-redeemable writ. *Giddings v. Wilkerson*, D.C.Super.Ct. No. 2012 LTB 034659 (1/9/2014). Here, the Housing Provider failed to provide 213(d) disclosures to either of successive sets of tenants in the Unit. This is distinct from *Coates*, where a defendant's failure to follow its own internal grievance procedures was "best characterized as mere silence, which generally does not rise to the level of affirmative misconduct." *Coates v. Edgewood Mgmt. Corp.*, 258 F. Supp. 3d 107, 115 (D.D.C. 2017) (internal quotation marks omitted). In the instant case, the Housing Provider's violation of the law – distinct from a failure to follow internal, privately-imposed procedures – should be considered a commission of an affirmative act.

Finally, *Amicus* urges the Commission to consider the Court's framing in *McCloskey v. Dickinson*, where it was "clear that in the circumstances before us it was entirely reasonable for plaintiff to rely on the words and conduct of defendant and to file no suit." *McCloskey & Co. v. Dickinson*, 56 A.2d 442, 445 (D.C. 1947). In the instant case, given the circumstances wholly created by the Housing Provider, it was entirely reasonable for Mr. Nimri to rely on the presumption that the Housing Provider was following the law. The sole reason for his untimely action was the Housing Provider's violation of a key disclosure requirement -- the very purpose of which is to apprise tenants of information they cannot be reasonably expected to learn otherwise.

b. The statute of limitations defense is not available where the Housing Provider's own "artful inventions" and evasions caused Mr. Nimri not to timely discover the injury of an unlawful rent increase.

In *Gelman*, the Commission refused to permit a housing provider's "artful invention" of circumstances that would permit it to avoid accountability for an unlawful rent increase by running out the limitations period. The Commission explained that the goal of the District's rent control

regulatory scheme was to "ensure that decent, affordable housing is available for the various sectors of the population[.]" *Gelman* at 5-6 (internal citation omitted). In order to further this goal, "strict compliance" with the Act's reporting requirements have been found to be, "*essential to the efficient and effective enforcement of the rent control program." Gelman* at 5-6 (emphasis added). Even where there are "efforts to circumvent compliance with the Act[,]... the 'Act forecloses sophisticated as well as simple-minded mopeds of nullification or evasion.'" *Gelman* at 6 (internal citation omitted).

Even given only the facts in the record to date, the sum total of the Housing Provider's behavior in the instant case quite "artfully" created just the scenario by which Mr. Nimri was least likely to discover the improper rent increase. Although Appellant had been well aware of the RAD reporting requirements as evidenced by its 2011 filing, it "hid the ball" of an exorbitant increase from the Unit's tenants over the course of two tenancies and ran out the limitations period.

The fact that the Housing Provider in the instant case did not increase the rent charged for the Unit during the tenancy of either the prior tenant or Mr. Nimri until after the statute of limitations had expired is significant. In *United Dominion Mgmt. Co. v. D.C. Rental Hous. Comm'n*, 101 A.3d 426, 433 (D.C. 2014), the existence of a RAD filing memorializing a rent adjustment that could or did affect the tenant's rent charged was not deemed to constitute sufficient notice to the tenant to trigger the statute of limitations for possible challenges. Rather, in *United Dominion*, the Commission held that a tenant is not put on notice of a rent ceiling adjustment for purposes of the statute of limitations until the housing provider issues a notice of an increase in the rent charged based on that adjustment.

While *United Dominion* was decided in the context of a rent ceiling system that no longer exists, that context does not negate what is common between that and the instant case. It would

not be reasonable to infer that tenants under the current rent charged system have a greater obligation than they did under the rent ceiling system to investigate the bases for rent adjustments taken prior to the start of the tenancy. Indeed, the very purpose of the section 213(d) notice – a requirement included in the very same law as rent ceiling abolition – was to obviate the need for the tenant to do so by placing the burden on housing providers to apprise tenants of rent increases and the bases for those rent increases within 15 days of the start of the tenancy. With this notice, tenants would be provided with sufficient knowledge of a unit's rental history and could make timely challenges when appropriate.

Thus, if a landlord is permitted to hide behind the statute of limitations after failing to provide the tenant with the required information, tenants would similarly lose their right to challenge rent increases simply due to the scenario the Housing Provider created, whereby the statute of limitations would bar the tenant's claims. This is precisely what *Gelman* and *United Dominion* proscribe, whether as essential to the effective administration and enforcement of the Act or under rules of fundamental fairness.

c. The unique factual scenario in the instant case requires the equitable tolling of the statute of limitations.

Appellant's behavior with respect to rent adjustment filings and disclosures presents unique factual circumstances that require a different result than the generally strict application of the statute of limitations as articulated in Commission precedent. In *Majerle*, the Commission and the Court recognized that such fact specific inquiry may be necessary to determine how to proceed. They did not permit the housing provider to avail itself of the statute of limitations because its conduct presented a "unique factual scenario," which was distinct from the facts of prior cases where the statute of limitations had been applied strictly. *Majerle Mgmt. Inc. v. D.C. Rental Hous. Comm'n*, 866 A.2d 41, 51 (D.C. 2004). The Court explained that the facts in *Majerle* constituted a

novel scenario and necessitated a different result. *Id.* The Commission reiterated this position in *Gelman*, stating that the Commission's decisions are to be read in light of the facts at hand, thus it is imperative to avoid making broad applications beyond the cases and facts in which their orders discuss. *See Gelman.*

In *Majerle*, the housing provider had charged the tenant a constant level of rent in excess of the lawful rent ceiling for the entire statute of limitations period, without facing any challenge from the tenant. However, the housing provider also submitted notice to the tenant and a filing with RAD a few months prior to the expiration of the limitations period admitting that the lawful rent ceiling was less than what was being charged. The Commission found and the Court affirmed that although the statute of limitations might have been considered to have expired under an overly broad application of applicable precedent, the unique scenario called for tolling of the statute. Given the circumstances as stated above, the facts here are also unique and distinct from precedent that strictly applies the statute of limitations.

d. In the alternative, the Commission should rule that under the facts of the instant case the issuance of a section 213(d) notice serves as the effective date of vacancy increase for statute of limitations purposes.

In *United Dominion*, the Commission held that "the effective date of the improperly perfected rent ceiling adjustment [for the purposes of the statute of limitations] is not [...] the date of a landlord files the amended registration form belatedly claiming the rent ceiling adjustment, but instead, the date on which a landlord issues a notice to the tenant that it is increasing the rent charged based on the earlier improperly perfected rent ceiling adjustment[.]" *United Dominion Mgmt. Co. v. D.C. Rental Hous. Comm'n,* 101 A.3d 426, 431 (D.C. 2014).

In *United Dominion*, the housing provider attempted to increase the rent charged based on a previous rent ceiling adjustment that was filed at RAD belatedly. In the instant case, the Housing

Provider failed to file the rent charged adjustment with RAD – or to issue the required disclosure to either set of tenants -- at all. Rather, the increase was merely slipped into the initial rent amount as stated on each lease, which does not convey the basis for the relevant adjustment as a 213(d) notice would have. Therefore, under *United Dominion*, the Commission could find that the adjustment was never effective for statute of limitations purposes, and Mr. Nimri's claim could be deemed not to be time-barred on that basis. While *Amicus* believes such a conclusion is appropriate, we do not believe that it is necessary to a ruling in Tenant's favor in the instant case.

IV. CONCLUSION

For the reasons stated above, in light of the facts on the record, the OTA respectfully requests that the Commission affirm the ALJ's decision that the statute of limitations set forth in DC. Code 42-3502.06(e) does not bar a challenge to a rent increase implemented more than three (3) years before the filing of the instant tenant petition.

Dated: July 19, 2021

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that on July 19, 2021, I mailed and e-mailed the foregoing BRIEF to counsel for the Housing Provider and the Tenant at the following addresses:

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