DISTRICT OF COLUMBIA
OFFICE OF ADMINISTRATIVE HEARINGS
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ACACIA AND GENORA REED, Tenants/Petitioners, v. STEVE TILLMAN, Housing Provider/Respondent.	Case No.: RH-TP-08-29136 *In re* 2906 Naylor Road SE Unit 154A

FINAL ORDER

Tenants Acacia and Genora Reed filed a tenant petition asserting violations of the Rental Housing Act of 1985 (the "Rental Housing Act" or the "Act"). Housing Provider Steve Tillman failed to appear at the hearing and the hearing proceeded in Housing Provider's absence. I find that Tenants proved that Housing Provider failed to register the property as required under the Act, imposed rent increases while the property was not registered in violation of the Act, served a notice to vacate in violation of the Act, and retaliated against Tenants in violation of the Act. Accordingly, I award Tenants $1,470.59 in rent refunds, including interest, and I impose an additional fine of $1,000 against Housing Provider for willful violations of the Act.

I. Procedural Background

On December 19, 2007, Tenants/Petitioners Acacia and Genora Reed filed Tenant Petition (TP) 29,136 with the Rental Accommodations Division (RAD) of the Department of Housing and Community Development (DHCD) against Housing Provider Steve Tillman,

complaining of violations of the Rental Housing Act at the Housing Accommodation, 2906 Naylor Road SE, Unit A-154. The tenant petition asserted that: (1) the building in which the rental unit is located is not properly registered with the RAD, (2) a rent increase was larger than the amount of increase allowed by any applicable provision of the Rental Housing Act, (3) a rent increase was taken while the unit was not in substantial compliance with the District of Columbia Housing Regulations, (4) retaliatory action had been directed against Tenant by Housing Provider for exercising Tenant's rights in violation of Section 502 of the Rental Housing Act, and (5) a notice to vacate had been served on Tenant in violation of Section 501 of the Rental Housing Act.

The case was scheduled for hearing on March 3, 2008, and a Case Management Order ("CMO") giving notice of the hearing was confirmed to have been delivered to Housing Provider. Tenants appeared at the hearing. Housing Provider did not appear. After determining that Housing Provider was given proper notice of the hearing, I proceeded to take evidence from Tenants, who testified on their own behalves. Tenants offered ten exhibits into evidence, all of which were received.[1] Based on the testimony of the witnesses, the exhibits in evidence, and the record as a whole, I make the following Findings of Fact and Conclusions of Law.

II. Findings of Fact

The Housing Accommodation, a unit in a cooperative apartment building, is owned by Housing Provider Tillman. The Housing Accommodation was not registered with the DCHD as of December 19, 2007. Petitioner's Exhibit ("PX") 103. Nor had Housing Provider obtained a basic business license to operate a rental unit. PX 104.

[1] A list of the exhibits received in evidence is set forth in the Appendix to this Final Order.

Tenants rented the apartment from Housing Provider on November 1, 2004. PX 107. The lease provided for rent of $750 per month. In November 2006 Housing Provider raised the rent to $800 per month. Tenants did not complain and paid the increased rent.

In September 2007 Housing Provider told Tenants that his daughter would be moving into the apartment and Tenants would need to leave. Tenants were not given any written notice to vacate. Then, in October 2007, Housing Provider apparently changed his mind. He told Tenants that he could find another place for his daughter, but that he would increase the rent from $800 to $910 effective November 1, 2007. Housing Provider gave Tenants no written notice of the rent increase.

Tenants, disturbed by the prospect of a 14% rent increase, consulted the Tenant Advocate.[2] Tenants then told Housing Provider that they refused to pay the rent increase because the Tenant Advocate advised them that it was illegal. Tenants paid Housing Provider $800 rent for November, declining to pay the additional $110 that Housing Provider demanded. Housing Provider then sent Tenants a letter asserting: "You owe $110 for Nov. 07," and warning "[b]e clear that to remain there is $910 a month." PX 105.

Tenants refused to pay the additional rent. Housing Provider then sent Tenant Reed a letter on December 8, 2007, stating that: "I will no longer accept monthly funds. I will take possession of the property on Jan. 12th, 08. That is my final decision." PX 106.

Housing Provider's demand that Tenants vacate the apartment was a direct and intentional response to Tenants' refusal to pay Housing Provider's illegal rent increase. The

[2] The Office of Tenant Advocate is an independent agency within the District of Columbia Government that was established "to advocate on behalf of the education of, and outreach to tenants and the people of the District. D.C. Official Code § 42-3531.02.

timing of the demand, shortly following Tenants' withholding of the rent increase, the abruptness of the demand, the absence of any explanation for why Tenants were directed to vacate, the non-negotiable tone, and the short deadline Housing Provider allowed for Tenants to leave demonstrate that Housing Provider intended to punish Tenants for refusing to pay the rent increase. Housing Provider's demand that Tenants vacate the apartment was conscious and intentional.

Tenants filed this tenant petition on December 19, 2007.

On December 31, 2007, Housing Provider sent a letter to Tenants renewing his demand to vacate. Housing Provider asserted that: "I will take immediate possession of the property at 12:01 a.m. on January 12, 2008." PX 100.

Housing Provider continued to demand that Tenants vacate the apartment by January 12, 2008, and threatened to take possession by force on that date. A counselor in the Tenant Advocate's office informed Housing Provider that the eviction would be illegal. On January 12, 2008, the day of the threatened eviction, Housing Provider served Tenants with a Complaint for Possession in the Landlord and Tenant Branch of the Superior Court of the District of Columbia. The complaint did not assert that Tenants failed to pay rent that was due. Instead it sought possession on the grounds that "Tenant failed to vacate property after notice to quit expired." In addition, Housing Provider asserted that he needed the property for "economic reasons," and because "Tenants are consistently late with rent." PX 101.

Housing Provider's possessory action was set for trial on February 1, 2008. The trial judge granted Tenants' motion to dismiss the complaint on the grounds that Housing Provider failed to give them a proper notice to vacate.

On February 28, 2008, three days before the scheduled hearing of the tenant petition, Housing Provider served Tenants with a 90-day Notice To Vacate for Personal Use and Occupancy, demanding that Tenants vacate the unit by June 1, 2008. The Notice stated that a claim of exemption had been filed for the property and provided an exemption number, 548450.

On January 22, 2008, this administrative court issued a CMO scheduling a hearing of this matter on March 3, 2008, at 9:30 a.m. The CMO cautioned that: "If you do not appear for the hearing you may lose this case." A copy of the CMO was confirmed by the United States Postal Service to have been delivered to Housing Provider, Steve Tillman, at the address listed in the tenant petition, 3431 Yuma Street NW, #102, Washington, DC 20008, at 5:55 p.m. on January 23, 2008. The address was the address that Housing Provider provided in his letter to Tenants of December 31, 2007. PX 100.

The case was called for hearing at 9:50 a.m. on March 3, 2008. Housing Provider did not appear. At no time prior to or following the hearing did Housing Provider give any explanation for his non-appearance. The hearing proceeded with the presentation of Tenants' evidence against Housing Provider.

III. Conclusions of Law

A. Jurisdiction

This matter is governed by the District of Columbia Administrative Procedure Act (D.C. Official Code §§ 2-501 *et seq.*) (DCAPA); the Rental Housing Act of 1985 (D.C. Official Code §§ 42-3501.01 *et seq.*); substantive rules implementing the Rental Housing Act at 14 District of Columbia Municipal Regulations (DCMR) 4100 - 4399; the Office of Administrative Hearings

Establishment Act at D.C. Official Code § 2-1831.03(b-1)(1), which authorizes OAH to adjudicate rental housing cases; and OAH procedural rules at 1 DCMR 2800 *et seq.* and 1 DCMR 2920 *et seq.*

B. Notice to Housing Provider

Housing Provider/Respondent was properly served by mail with the Case Management Order of January 22, 2008, which gave notice of the hearing on March 3, 2008, at 9:30 a.m. Because the CMO setting the hearing date was mailed to Housing Provider's last known address, Housing Provider/Respondent received proper notice of the hearing date. D.C. Official Code § 42-3502.16(c); *Kidd Int'l Home Care, Inc. v. Prince,* 917 A.2d 1083, 1086 (D.C. 2007) (notice is adequate if properly mailed and not returned to sender); *see also Jones v. Flowers,* 547 U.S. 220, 226 (2006) ("due process requires the government to provide 'notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action'" (quoting *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950))). Proceeding in his absence was therefore appropriate.

OAH Rule 2818.3, 1 DCMR 2818.3, provides, in part:

> Unless otherwise required by statute, these Rules or an order of this administrative court, where counsel, an authorized representative, or an unrepresented party fails, without good cause, to appear at a hearing, or a pretrial, settlement or status conference, the presiding Administrative Law Judge may dismiss the case or enter an order of default in accordance with D.C. Superior Court Civil Rule 39-I.

D.C. Superior Court Civil Rule 39-I(c) provides that:

> When an action is called for trial and a party against whom affirmative relief is sought fails to respond, in person or through

> counsel, an adversary may where appropriate proceed directly to trial. When an adversary is entitled to a finding in the adversary's favor on the merits, without trial, the adversary may proceed directly to proof of damages.

Because Housing Provider/Respondent failed to appear at the hearing after receiving proper notice, it was appropriate to proceed to take evidence in Housing Provider's absence and to render a decision based on the evidence that Tenants presented. D.C. Superior Court Civil Rule 39-I(c).

C. Tenants' Claim of Improper Registration

Tenants assert in the tenant petition that the building in which the rental unit is located was not properly registered with the RACD. Tenants have proven this claim.

The Rental Housing Act requires that housing providers file a registration statement with the Rent Administrator "for each housing accommodation in the District for which the housing provider is receiving rent or is entitled to receive rent." D.C. Official Code § 42-3502.05(f). The requirement applies to all rental units covered by the Rental Housing Act, "including each rental unit exempt from the Rent Stabilization Program." 14 DCMR 4101.1. The certificates from the Department of Consumer and Regulatory Affairs establish that Housing Provider did not register the property prior to December 2007 or obtain a business license for the property. PXs 103, 104.

D. Tenants' Claim Concerning Improper Rent Increases

Tenants asserted in the tenant petition that Housing Provider violated the Rental Housing Act by taking a rent increase that was larger than the increase allowed by any applicable provision of the Act. Apartments in buildings owned by a cooperative housing association and units whose owners own four or fewer rental units may qualify for exemption from the rent

stabilization provisions of the Rental Housing Act, but the owners must file a Registration/Claim of Exemption Form with the Rent Administrator to obtain the exemption. D.C. Official Code § 42-3502.5(a)(C), (5)(C); 14 DCMR 4106.1, 4106.6; 14 DCMR 4107.2. Housing Provider here had not filed a Registration/Claim of Exemption Form as of the date the tenant petition was filed. PX 103.

A housing provider who fails to file a proper Registration/Claim of Exemption Form "shall not be eligible for and shall not take or implement . . . [a]ny increase in the rent charged for a rental unit which is not properly registered." 14 DCMR 4101.9(b). It follows that Housing Provider's $50 per month rent increase in November 2006 and the subsequent $110 rent increase per month in November 2007 were illegal. As I discuss below, Tenants are entitled to refunds of these illegal rent increases.

E. Tenants' Claim that a Housing Provider Increased Rent While the Unit Was Not in Compliance with the Housing Regulations

The tenant petition asserts that a rent increase was made while the unit was not in substantial compliance with the D.C. Housing Regulations. The Rental Housing Act prohibits a housing provider from implementing a rent increase unless the "rental unit and the common elements are in substantial compliance with the housing regulations." D.C. Official Code § 42-3502.08(a)(1)(A). To establish that a rent increase was implemented while the rental unit was not in substantial compliance with the housing code Tenants must show the existence of violations and that they were substantial. The Rental Housing Act defines a "substantial violation" to be one that "may endanger or materially impair the health and safety of any tenant or person occupying the property," D.C. Official Code § 42-3501.03(35), and the Court of Appeals seems to have approved the requirement that a violation impair health or safety to be

"substantial." *See Parecco v. D.C. Rental Hous. Comm'n*, 885 A.2d 327, 337 (D.C. 2005). The Rental Housing Commission has held that specific violations listed in the Rental Housing Regulations are by definition "substantial." *Covington v. Foley Props., Inc.*, TP 27,985 (RHC June 21, 2006) at 6; 14 DCMR 4216.2.

Here Tenants presented no evidence of any violation of the Housing Regulations. Nor did Tenants describe any conditions in the apartment that might constitute a substantial violation of the Housing Regulations. I conclude, therefore that Tenants have not proven this claim.[3]

F. Tenants' Claim of Improper Notice to Vacate

The tenant petition asserts that a notice to vacate was served in violation of Section 501 of the Rental Housing Act. The Act provides that:

> A natural person with a freehold interest in the rental unit may recover possession of a rental unit where the person seeks in good faith to recover possession of the rental unit for the person's immediate and personal use and occupancy as a dwelling. The housing provider shall serve on the tenant a 90-day notice to vacate in advance of action to recover possession of the rental unit in instances arising under this subsection. . . . A stockholder of a cooperative housing association with a right of possession in a rental unit may exercise the rights of a natural person with a freehold interest under this subsection.

D.C. Official Code § 42-3505.01(d).

The Rental Housing Regulations require that a notice to vacate contain: (a) a statement of the factual basis for eviction, including a reference to the provisions on which the claim of

[3] Tenants' failure to prevail on this claim is inconsequential. If Tenants proved that Housing Provider increased the rent while substantial housing code violations existed, the remedy would be to award a rent refund. Tenants have proven that Housing Provider's two rent increases were illegal and will be awarded rent refunds on that account.

eviction was grounded; (b) the time by which the apartment had to be vacated if the violation was not cured; (c) a statement that the housing accommodation was registered and the registration number or a statement that it is exempt from registration; and (d) a statement that a copy of the notice to vacate was being furnished to the Rent Administrator, together with the address to which it was sent. 14 DCMR 4302.1.

There is no evidence in the record that Housing Provider made any attempt to comply with these requirements. Housing Provider's initial notice to vacate in September 2007 was oral. Housing Provider did not confirm the demand in writing. Housing Provider's second notice, in his letter of December 8, 2007, gave Tenants only slightly more than 30-days notice to vacate, stated no reason for the demand, and did not state that the Housing Accommodation was registered or that a copy of the notice to vacate would be sent to the Rent Administrator. It was not until February 28, 2008, more than two months after the tenant petition was filed and less than a week before the hearing in this case, that Housing Provider finally served Tenants with a notice to vacate that complied in some respects with the Rental Housing Act requirements.[4] Thus, Tenants proved that Housing Provider served a notice to vacate in violation of the requirements of the Rental Housing Act and the Rental Housing Regulations.

[4] If Housing Provider intended to repossess the apartment for use by his daughter, it is unclear whether the daughter's occupancy in Housing Provider's absence would be permissible under the Act, which restricts such repossessions to situations in which a "person with a freehold interest" seeks to recover the unit "for the person's immediate and personal use and occupancy." There seems to be no decision in the District of Columbia as to whether a housing provider can repossess a rental unit for use by a member of his or her immediate family in the housing provider's absence. An old New York State trial court opinion interpreted similar language in New York's then-prevailing rent control law to permit repossession for the benefit of an owner's "blood relations," but the rationale, based on post World War II rent control legislation, would not necessarily be applicable to the District of Columbia Act. *See Ucci v. McBrian*, 77 N.Y.S.2d 190 (Westchester County Ct. 1947).

F. Tenants' Claims of Retaliation

Tenants assert in the tenant petition that "Retaliatory action has been directed against me/us by my/our Housing Provider, manager or other agent for exercising our rights in violation of section 502 of the Rental Housing Emergency [sic] Act of 1985." D.C. Official Code § 42-3505.02(a). The Act prohibits a housing provider from taking "any retaliatory action against any tenant who exercises any right conferred upon the tenant by this chapter." *Id.* Retaliatory action may include "any action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit, [and] action which would unlawfully increase rent . . . ." . The Rental Housing Regulations are more specific than the Act. They direct that retaliatory action "*shall* include . . . (a) Any action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit." 14 DCMR 4303.3(a).

I conclude that Tenants have proven that Housing Provider's attempt to evict Tenants was an act of retaliation. Although Housing Provider spoke of repossessing the unit for his daughter's use in September 2007, he agreed to let Tenants stay in the apartment if they paid a higher rent. It was not until Tenants told Housing Provider that his rent increase was illegal and refused to pay the increased rent that Housing Provider served Tenants with the initial notice to vacate on December 8, 2007. PX 106.[5]

G. Willful Violation

The Rental Housing Act provides that: "Any person who wil[l]fully . . . (3) commits any other act in violation of any provision of this chapter or of any final administrative order issued

[5] My determination that Housing Provider's demand to vacate was retaliatory is based solely on Housing Provider's acts prior to December 19, 2007, when the tenant petition was filed.

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). The District of Columbia Court of Appeals and the Rental Housing Commission have affirmed the imposition of fines for retaliation. *See Revithes v. D.C. Rental Hous. Comm'n,* 536 A.2d 1007, 1021 (D.C. 1987); *Kemp v. Marshall Heights Cmty. Dev.*, TP 24,786 (RHC Aug. 1, 2000) at 8; *Redmond v. Majerle Mgmt., Inc.*, TP 23,146 (RHC June 4, 1999) at 44.

The Court of Appeals and the Rental Housing Commission have stressed that a finding of willfulness must be supported by facts demonstrating that the housing provider intended to violate the law. *See Miller v. D.C. Rental Hous. Comm'n*, 870 A.2d 556, 558 (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) (holding 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"); *Recap – Bradley Gillian v. Powell*, TP 27,042 (RHC Dec. 19, 2002) at 9 (quoting *Ratner Mgmt. Co. v. Tenants of Shipley Park,* TP 11,613 (RHC Nov. 4, 1988) at 4-5, (holding that a finding of willfulness requires a showing that "the landlord's conduct was intentional, or deliberate or the product of a conscious choice").

The cases indicate that it is not necessary to establish that a housing provider had actual knowledge of the controlling law in order to find willfulness. It is sufficient that the act or acts constituting willfulness were intended for an illegal purpose. For a retaliation claim "if the housing provider's actions were actually in response to a tenant's action, that may be considered

willful; however, if the housing provider's actions were merely coincidental, they would not be considered willful." *Hoskinson v. Solem* at 5.

Here, I have found that Housing Provider's December 8, 2007, demand that Tenants vacate the apartment by January 12, 2008, was not coincidental, but an intentional response to Tenants' refusal to pay an illegal rent increase. In reaching that conclusion I have considered the history of the parties' communications and the timing of Housing Provider's eviction threat. When Tenants told Housing Provider that the rent increase was illegal, Housing Provider responded by promptly seeking to evict them. The action was a willful violation of the law.[6]

I will impose a fine of $1,000 for this violation of the Rental Housing Act.

By contrast, I conclude that Tenants have failed to prove that Housing Provider's failure to register the property was willful. There is no evidence that Housing Provider knew of the registration requirements of the Rental Housing Act or intentionally failed to register the property. Moreover, the 90-day notice to vacate that Housing Provider served on Tenants on February 28, 2008, states that a Registration/Claim of Exemption Form had been filed with the Rent Administrator as of that date. PX 102. Thus, it appears that Housing Provider may have registered the property once he fully understood the registration requirements.

H. Award

The Rental Housing Commission has held that rent refunds are appropriate to compensate tenants for illegal rent increases imposed when the housing provider is not properly registered. *See Grayson v. Welch*, TP 10,878 (RHC June 30, 1989) at 13 ("if the rent charged was increased

[6] My finding that Housing Provider's act was willful is based solely on Housing Provider's acts prior to the filing of the tenant petition.

at a time when landlord was not properly registered, each such increase can be held to be illegal, whether or not the increase brought the rent charged above the rent ceiling"); *McCulloch v. D.C. Rental Accomodations Comm'n*, 449 A.2d 1072, 1073 (D.C. 1982) (affirming hearing examiner's award of rent refund under the 1977 Rental Accommodations Act where the landlord failed to file amended registrations to document rent increases). *Cf. Sawyer v. D.C. Rental Hous. Comm'n*, 877 A.2d 96, 111, n.15 (D.C. 2005) (holding that the housing provider's failure to file a timely amended registration statement to document a vacancy rent ceiling adjustment invalidated a subsequent rent increase based on that adjustment). The refund includes all demands and/or payments through the date of the hearing. *See Mann Family Trust v. Johnson*, TP 26,191 (RHC Nov. 21, 2005) at 16; *Jenkins v. Johnson*, TP 23,410 (RHC Jan. 4, 1995) at 9. *See also Majerle Mgmt., Inc. v. D.C. Rental Hous. Comm'n*, 866 A.2d 41, 43 (D.C. 2004) (affirming Rental Housing Commission award of rent refund damages through date of hearing). I therefore hold that Tenants are entitled to a refund through March 2008 of the November 2006 rent increase demanded by and paid to Housing Provider.[7]

Tenants are also entitled to a refund of Housing Provider's illegal November 2007 rent increase through March 2008, even though Tenants did not pay the increase. It is well-established that a tenant is entitled to a rent refund in circumstances where the Housing Provider demands rent illegally, notwithstanding that the rent is not paid. *See* D.C. Official Code § 42-3501.03 (28) (defining "rent" as money "demanded" by a housing provider); *Kapusta v. D.C. Rental Hous. Comm'n*, 704 A.2d 286, 287 (D.C. 1997) (affirming award of rent refund where rent was demanded but not paid); *Schauer v. Assalaam*, TP 27,084 (RHC Dec. 31, 2002)

[7] Because Housing Provider demanded rent payments as of the first of the month, Tenants' refund will include the entire amount of Housing Provider's overcharge for the month of March 2008.

at 6. (holding that tenant's rent refund was based on the amount demanded rather than the amount paid under a court protective order).

The Rental Housing Act permits an award of treble damages in circumstances where a housing provider has acted in bad faith. D.C. Official Code § 42-3509.01(a). A finding of bad faith requires that the housing provider acted out of "some interested or sinister motive" involving "the conscious doing of a wrong because of dishonest motive or moral obliquity." *Third Jones Corp. v. Young,* TP 20,300 (RHC Mar. 22, 1990) at 9. The record here does not reveal such a motive or consciousness of wrongdoing concerning Housing Provider's rent increases. Unlike Housing Provider's attempt to evict Tenants, which reflected an iniquitous retaliatory motive, Housing Provider's rent increases appear to be no more than an attempt to lease the property for what Housing Provider considered to be a fair market value. There is no evidence that Housing Provider knew that the rent increases were illegal at the time they were implemented or imposed them out of any dishonest motive.

Although the Rental Housing Act provides for the roll back of illegal rent increases, D.C. Official Code § 42-3509.01(a), I decline to impose a roll back in the circumstances here. It would appear that Housing Provider may have filed a Registration/Claim of Exemption Form with the Rent Administrator as of February 28, 2008, to claim an exemption for the property. PX 102. If so, the Housing Accommodation could be eligible for an exemption and Housing Provider would be entitled to impose a rent increase free of the restrictions of the Rental Housing Act. *See Hammer v. Manor Mgmt. Corp.*, TP 28,006 (RHC May 17, 2006) at 17. Tenants always have the option to file a further tenant petition to recover any illegal rent increases that Housing Provider may have demanded following the date of the hearing in this matter.

The Rental Housing Commission Rules implementing the Rental Housing Act provide for the award of interest on rent refunds at the interest rate used by the Superior Court of the District of Columbia from the date of the violation to the date of issuance of the decision. 14 DCMR 3826.1 – 3826.3; *Marshall v. D.C. Rental Hous. Comm'n*, 533 A.2d 1271, 1278 (D.C. 1987). The table below computes Tenants' award and the interest due on the award at the 4% interest rate used by the Superior Court of the District of Columbia on the date of this decision.

A Month	B Award	C Interest Rate	D Months Held	E Interest Factor (C x D)	F Interest Due (B x E)
Nov. 2006	$50	.003333	25.48	.0849	$4.25
Dec. 2006	$50	.003333	24.48	.0816	$4.08
Jan. 2007	$50	.003333	23.48	.0783	$3.91
Feb. 2007	$50	.003333	22.48	.0749	$3.75
Mar. 2007	$50	.003333	21.48	.0716	$3.58
Apr. 2007	$50	.003333	20.48	.0683	$3.41
May 2007	$50	.003333	19.48	.0649	$3.25
June 2007	$50	.003333	18.48	.0616	$3.08
July 2007	$50	.003333	17.48	.0583	$2.91
Aug. 2007	$50	.003333	16.48	.0549	$2.75
Sep. 2007	$50	.003333	15.48	.0516	$2.58
Oct. 2007	$50	.003333	14.48	.0483	$2.41
Nov. 2007	$160	.003333	13.48	.0449	$7.19
Dec. 2007	$160	.003333	12.48	.0416	$6.66
Jan. 2008	$160	.003333	11.48	.0383	$6.12
Feb. 2008	$160	.003333	10.48	.0349	$5.59
Mar. 2008	$160	.003333	9.48	.0316	$5.06
Total	$1,400				$70.59

Tenants' total award is $1,470.59, the sum of the rent refunds, $1,400, plus interest of $70.59.[8]

[8] The number of months held are pro-rated for December 2008, the month in which this decision is issued.

In addition, as noted above, I will impose a fine of $1,000 on Housing Provider.

IV. Order

Accordingly, it is this **15th** day of **December, 2008,**

ORDERED that Housing Provider Steve Tillman shall pay Tenants Acacia and Genora Reed the sum of **ONE THOUSAND FOUR HUNDRED AND SEVENTY DOLLARS AND FIFTY-NINE CENTS ($1,470.59)** within 30 days of service of this Final Order; and it is further

ORDERED that Housing Provider Steve Tillman shall pay a total fine of **ONE THOUSAND DOLLARS ($1,000)** to the D.C. Treasurer in accordance with the attached instructions within 30 days of service of this Final Order; and it is further

ORDERED that, pursuant to OAH Rule 2818.3, 1 DCMR 2818.3, this Order shall not become final until fourteen (14) days after the date of service of this Order, and shall be vacated upon the filing of a motion by Housing Provider/Respondent within this fourteen day period showing good cause why judgment should not be entered against Housing Provider/Respondent; and it is further

ORDERED that the appeal rights of any party aggrieved by this Final Order are stated below.

Nicholas H. Cobbs
Administrative Law Judge

APPENDIX

Petitioners' Exhibits in Evidence

Exhibit No.	Pages	Description
100	1	Letter from Steve Tillman to Acacia Reed dated 12/31/08
101	1	D.C. Superior Court Complaint for Possession subscribed 1/10/08
102	6	Notice To Vacate for Personal Use and Occupancy dated 2/28/08
103	1	Certificate from the District of Columbia Housing Regulation Administration dated 12/19/07
104	1	Certificate from the District of Columbia Business License Division dated 21/21/07
105	1	Letter from Steven R. Tillman to Acacia Reed re November 2007 rent
106	1	Letter from Steven R. Tillman to Acacia Reed dated 12/8/07
107	3	Residential Lease dated 11/1/04
108	1	Letter from Steven R. Tillman to Acacia and Genora Reed dated 11/2/04
109	4	Photocopies of cancelled checks

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, in accordance with the Commission's rule, 14 DCMR 3802. The ten (10) day limit shall begin to run when the order becomes final. 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
941 North Capitol Street, N.E.
Suite 9200
Washington, D.C. 20002
(202) 442-8949

PAYMENTS

If a payment is required by this Order, to be properly credited to your case(s) the payment must be sent to the attention of the Clerk of the Office of Administrative Hearings. Payments are only accepted by personal check, cashier's check, or money order and must be made payable to "D.C. TREASURER." **Be sure to write the case number, RH-TP-08-29136 on the front of the check or money order.** Make a photocopy of the check for your records.

Enclose full payment and mail the check in an envelope with required postage to:

Office of Administrative Hearings
P.O. Box 77880
Washington, DC 20013-8880

If you have questions, please call the Clerk's Office at the Office of Administrative Hearings on 202-442-9094

Certificate of Service:

By Priority Mail Delivery Confirmation (Postage Paid):

Acacia and Genora Reed
2906 Naylor Road SE
Unit 154A
Washington, DC 20020

Steve Tillman
3436 Yuma Street NW
Unit 102
Washington, DC 20008

I hereby certify that on 12-15, 2008, this document was caused to be served upon the above-named parties at the addresses and by the means stated.

Clerk / Deputy Clerk

By Inter-Agency Mail:

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