

SAWYER v. D.C. RENTAL HOUSING COMMISSION, 877 A.2nd 96 (2005)

Court: D.C. Court of Appeals, opinion by Glickman, J.

Judicial History: Low-income housing provider sought review of Rental Housing Commission (RHC), which fined provider and disallowed a rent increase for a rent-controlled apartment due to defects in provider's registration, provider's lack of notice to tenant, and provider's failure to implement a properly perfected upward adjustment of rent ceiling for apartment.

Facts: RHC disallowed a rent increase for a rent-controlled apartment because of defects in the housing provider's registration and notice to the tenant and, more critically, because the increase did not implement a properly perfected upward adjustment of the rent ceiling for the apartment.

Holding: The Court of Appeals held that:

- 1.) RHC did not misinterpret rent control laws in finding that provider forfeited its right to rent ceiling adjustments by failing to perfect them by timely filing certificate of election of adjustment of general applicability;
- 2.) rent control statute requiring no amended registration statement for change in rent did not conflict with nor supersede rent control regulation requiring timely perfection of rent ceiling adjustments lest face forfeiture of right to adjustment;
- 3.) provider waived for appellate review question as to whether rent control regulation and statute conflicted;
- 4.) rent control regulation was neither *ultra vires* nor demonstration of unreasonable exercise of authority by RHC;
- 5.) provider waived for appellate review question as to whether regulation was *ultra vires* or demonstration of unreasonable exercise of authority;
- 6.) rent control regulation was not superseded by Unitary Rent Ceiling Adjustment Amendment Act;
- 7.) regulation's 30-day deadline for perfecting rent ceiling adjustments of general applicability was not affected by RHC's reenactment of Unitary Rent Ceiling Adjustment Act that allowed provider to delay implementation of any rent ceiling increase without forfeiture.

Reasoning:

- 1.) RHC did not misinterpret rent control laws in finding that low-income housing provider forfeited its right to rent ceiling adjustments by failing to perfect them by timely filing with rent administrator and affected tenants a certificate of election of adjustment of general applicability; none of provider's certificates of election were filed within requisite 30 days of effective dates of adjustments, but were instead file late or not at all.
- 2.) There is a fundamental difference, manifest throughout rent control regulations, between increasing rent ceiling and increasing rent, regulation addressed the former, and statute the latter, specifically, regulation imposed filing requirements for perfection of rent ceiling adjustments of general applicability, not for rent increases based on those adjustments.

3.) Low-income housing provider waived for appellate review issue of whether rent control regulation and statute conflicted, where provider failed to raise issue at administrative level, at hearing before Rental Housing Commission.

4.) Rent control regulation was neither *ultra vires* nor demonstration of unreasonable exercise of authority by RHC, given the importance of reporting requirements to enforcement of rent control laws, and RHC had express power to promulgate rules and procedures that effectuated administration of rental housing laws, pursuant to enabling statute.

5.) Provider waived for appellate review question as to whether regulation was *ultra vires* or demonstration of unreasonable exercise of authority where provider failed to raise issue at administrative level, at hearing before Rental Housing Commission.

6.) Rent control regulation's 30-day deadline for perfecting rent ceiling adjustments of general applicability, was not superseded by Unitary Rent Ceiling Adjustment Amendment Act which allowed housing provider to delay implementation of any rent ceiling increase without forfeiture; that Unitary Act allowed provider to delay implementing any rent ceiling adjustment in rent increase without forfeiting adjustment did not mean that provider was free to delay perfecting its entitlement to adjustment as well, and Unitary Act did not address requirements for perfection, as opposed to implementation, of rent ceiling adjustments.

Decision: Affirmed.