

**DISTRICT OF COLUMBIA  
OFFICE OF ADMINISTRATIVE HEARINGS**

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DISTRICT OF COLUMBIA  
OFFICE OF  
ADMINISTRATIVE HEARINGS

2010 MAY 19 P 4:08

SAN LUISA BARNES-MOSAID,  
Tenant/Petitioner,

v.

ZALCO REALTY, INC.,  
Housing Provider/Respondent.

Case No.: RH-TP-08-29316  
*In re* 3900 16<sup>th</sup> Street NW,  
Unit 410

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**FINAL ORDER**

**I. Introduction**

On June 2, 2008,<sup>1</sup> Tenant/Petitioner San Luisa Barnes-Mosaïd filed Tenant Petition (TP) 29,316 against Housing Provider/Respondent Zalco Realty, Inc., alleging that Housing Provider violated the Rental Housing Act of 1985 (“Rental Housing Act” or “Act”)<sup>2</sup> by failing to file the correct rent increase forms with the Rental Accommodations Division, Department of Housing and Community Development; and substantially reducing services and/or facilities provided as part of her rent or tenancy.

By Order dated December 4, 2008, I granted Housing Provider’s motion to bar Tenant’s litigation of any claim that Housing Provider failed to file proper rent increase forms on or before

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<sup>1</sup>Tenant filed TP 29,316 on May 29, 2008, unsigned. On June 2, 2008, the Rent Administrator returned the petition to Tenant because she had not signed it. Tenant filed the signed petition on June 20, 2008.

<sup>2</sup> D.C. Official Code §§ 42-3501.01 *et. seq.*

September 26, 2006, on grounds that litigation of any such claim was barred by *res judicata*.<sup>3</sup> At the hearing, Tenant withdrew her complaint relative to rent increases implemented after September 26, 2006.

A hearing was held on Tenant's reduction in services and/or facilities complaint on December 22, 2008. Tenant appeared for the hearing and represented herself.<sup>4</sup> Bill Everngam, Supervisory Property Manager, and Marian Carmouze, Site Property Manager, appeared for Housing Provider, with counsel, Susan Magazine, Esquire. A list of admitted exhibits is attached to this order.<sup>5</sup>

Based on the record, including testimony, documentary evidence, and legal arguments, I find that Tenant did not prove by a preponderance of evidence that Housing Provider substantially reduced services or facilities provided as part of Tenant's rent or tenancy in violation of the Rental Housing Act. This complaint is dismissed with prejudice.

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<sup>3</sup> *San Luisa Barnes-Mosaid v. Zalco Realty, Inc.*, OAH Case No. RH-TP-08-29316 (Order Granting, In Part, and Denying, In Part, Housing Provider's Motion to Preclude Claims on the Basis of *Res Judicata*, December 4, 2008). Rent increases implemented before on or before September 26, 2006, were litigated in *Barnes-Mosaid v. Zalco Realty, Inc.*, OAH Case No. RH-TP-06-28798 (Final Order, May 7, 2007).

<sup>4</sup> By Order dated December 16, 2008, I granted Tenant's Motion to Terminate Representation by Counsel.

<sup>5</sup> Tenant pre-filed exhibits marked 100 – 118, but stated at the beginning of the hearing that she would not offer them for admission. A second set of exhibits beginning with the number 100 was offered. For clarity, the letter "A" is inserted behind each of these exhibit numbers, which are marked 100A through 111A, though referred to as 100 – 111 during the hearing.

## II. Findings of Fact

### A. General

1. The rental unit at issue is located at 3900 16<sup>th</sup> Street, NW, Unit 410. Tenant resided in the unit since April 1980. Respondent's Exhibit (RX) 228.

### B. Access Order

2. In the fall of 2007, Housing Provider noticed that chunks of concrete had fallen onto the garage roof from balconies on rental units in Tenant's building. Housing Provider retained an engineer to test all balconies and make needed repairs. All tenants were notified that Housing Provider needed access to their balconies for inspections and, if necessary, repairs.
3. On March 6, 2008, Housing Provider scheduled an inspection of Tenant's balcony for March 11, 2008, or March 12, 2008. Tenant responded as follows:

I regret the need to request a make up date. I will not be available on either of the dates you have scheduled nor will I have time to remove the balcony's furniture. I am not giving permission for "**Management**" to enter my apartment in my absence.

As you know, my apartment is on the front of the building, which faces highly trafficked 16<sup>th</sup> Street. During the Fall and winter my balcony furniture gets extremely dirty from the soot from the cars, trucks and bus [sic] that travel 16<sup>th</sup> Street. Too dirty to just bring into my apartment. And, that brings up another issue. It is too cold to wash balcony furniture. The temperature has been consistently below freezing and the wind factor of 20 miles per hour, gusting to 30 miles per hour, makes the situation worse.

Since it's too cold to do repairs, may I ask that you set the next date with a consideration of the weather and the time and effort required from the tenants, which will be reflected by notification which allows time to make the requested move during warmer weather.

RX 240.

4. By letter dated April 10, 2008, Housing Provider asked Tenant to provide a convenient date and time for Housing Provider to inspect Tenant's balcony. On April 12, 2008, Tenant hand delivered a letter to Housing Provider scheduling an appointment for the inspection for April 28, 2008. RX 240.
5. By letter from Housing Provider to Tenant dated May 20, 2008, Housing Provider stated that Tenant did not respond on April 28, 2008, when a management representative came to her apartment to inspect the balcony, as scheduled; further delay could not be tolerated; and, if Tenant did not permit access, it would obtain a court order to require the inspection. Housing Provider asked Tenant to allow the inspection on June 3, 2008, or June 4, 2008. RX 222, 240.
6. Tenant filed TP 29,316, on May 29, 2008, unsigned; and filed the signed petition on June 2, 2008, initiating this action.
7. On June 2, 2008, Housing Provider faxed a memorandum to Tenant informing her that it had rearranged its schedule to accommodate Tenant's request to inspect her balcony on June 2<sup>nd</sup>. A hand written note on the fax states that Housing Provider was denied access on that date.
8. By letter dated June 3, 2008, Housing Provider told Tenant that June 9, 2008, was not a good date for the balcony inspection, offered June 16<sup>th</sup> at 2:00 p.m., and requested written confirmation of the June 16<sup>th</sup> date. Tenant confirmed the June 16<sup>th</sup> appointment in writing. RX 240. When Housing Provider attempted to access Tenant's unit on June 16<sup>th</sup>, Tenant called the police. Housing Provider did not conduct the scheduled inspection.

9. On August 6, 2008, Housing Provider asked to meet with Tenant on August 12, 2008, to inspect her balcony and make repairs to her unit. RX 225. Tenant denied Housing Provider's oral request and asked Housing Provider to schedule a meeting in writing. By correspondence dated August 6, 2008, Housing Provider requested Tenant's permission to inspect her unit and schedule repairs on August 12, 2008, at 2:00 p.m. By letter dated August 7, 2008, Housing Provider confirmed the August 12<sup>th</sup> appointment. RX 241. When Housing Provider appeared on August 12<sup>th</sup> at 2:00 p.m., as scheduled, Tenant told Housing Provider she was not dressed and Housing Provider should return an hour later. RX 223.
10. On August 14, 2008, Housing Provider filed a Motion for Access in the Superior Court of the District of Columbia, Landlord and Tenant Branch (Landlord and Tenant Court), asking the court to order Tenant to allow Housing Provider access to Tenant's rental unit. In support of its motion, Housing Provider informed the court that Tenant had alleged in TP 29,316, that there were holes on the walls of her unit and mold in the air conditioning unit, but Tenant repeatedly denied Housing Provider access to the rental unit to make repairs. RX 223.
11. By Order dated August 20, 2008, the Landlord and Tenant Court ordered Tenant to grant Housing Provider access to Tenant's unit on August 27, 2008, to inspect the unit; and on September 2, 2008, to make repairs. RX 228.
12. On August 27, 2008, Tenant allowed Housing Provider to inspect her rental unit, including the balcony, as ordered. The kitchen, dining room, living room, and bedrooms were crowded with personal property, including at least one shopping cart; and stacks of bags and boxes. The site manager was able to negotiate a narrow pathway through the unit by

walking sideways. Housing Provider attempted to take photographs of the unit but Tenant would not allow it.

13. By letter from Housing Provider to Tenant dated August 28, 2008, Housing Provider stated that, during the August 27<sup>th</sup> meeting and consistent with the Access Order, Tenant and Housing Provider agreed that repair personnel and painters would conduct minimal repairs on September 2<sup>nd</sup> between 9:00 a.m. and 5:00 p.m.; no later than October 31<sup>st</sup>, Tenant would remove all articles that blocked and prohibited management from conducting much needed remaining repairs, which would take up to a week to complete; and Housing Provider would begin remaining repairs within 24 hours after notice to proceed from Tenant. Housing Provider also stated:

Ms. San Luisa Barnes-Mosaid, your apartment is in deplorable condition, both from unacceptable housekeeping standards and needed repairs. Management strongly encourages you to clean up your apartment and remove the majority of the articles so management can do its part. Thank you for your cooperation.

RX 229.

14. By letter dated August 30, 2008, Tenant stated that "I am not free to allow 'Tuesday, September 2<sup>nd</sup> between the hours of 9:00 – 5:00 pm to conduct minimal repairs.' Eight hours set aside for what could be done in two. Please postpone the work scheduled for Tuesday until you, your staff, and I, can compose a [sic] itinerary listing: - what is to be done, -date, time frame for repair, and space and condition needed: - name of personnel correcting defect. The itinerary can be developed with a conference call Tuesday morning at 9 am."
- RXs 228, 230.

15. By letter from Tenant to Housing Provider, dated August 30, 2008, but faxed to Housing Provider on September 4, 2008, Tenant stated that she had reported serious housing code violations to Housing Provider's site manager, but Housing Provider had been unwilling to schedule repairs. Tenant listed the following complaints with spaces left for Housing Provider to fill in the "Work date", "Condition needed"; "Start time", and "Approx. time needed":

Dropped plaster and metal mess caused by water from air conditioner in above apartment, which left a huge hole in the large bedroom ceiling with dropping plaster entire length of window wall.

[W]indow blinds, in living room and large bedroom corroded and stained with rust by water and dropped plaster, need to be replaced.

Plaster above bathtub and toilet puffed and dropping.

Entire apartment painted. (Items stored in unit will be removed and office will be contacted by October 31, 2008 to schedule painting).

Exterminate for roaches. (Please schedule extermination for Friday, due to tenant's respiratory condition. Extermination on Friday will allow tenant stay [sic] with a friend over the weekend while air clears.

Exterminate for mice. Holes around pipes (range, air conditioners, need to be sealed to stop mice access).

[D]rain pipes under the sink and basin leak.

[T]oilet plunger leaks and needs to be replaced.

The toilet seats need to be replaced.

The air conditioning system needs to be repaired. The dropped plaster and metal mess caused by the corrosion in the air conditioners above the units in 410, has definitely affected the mechanism of the 410 units.

Security lock needs to be replaced. As repeatedly reported, Maintenance has repeatedly entered 410 at will, without being announced by the clerk from the main lobby. Recently, the maintenance man walked in on me while I was working at my desk in the small bedroom, wearing nothing but a tee shirt and panties . . . . Due to there [sic] was similar problem a few years ago, Management installed a chain lock with key on my door. About a week after the above

incident, I found the lock had been popped by someone entering the apartment. I reported it to management and bought a new lock, which has not been installed.

Tenant did not indicate when she had reported the listed conditions to Housing Provider previously or how long the conditions existed. RX 232.

16. By letter dated September 2, 2008, Tenant refuted Housing Provider's estimate of time needed to make repairs – stating that less time was required; stated that she worked from home and repairs should be made around her work schedule; and notified Housing Provider that no one should be in her rental unit when she was not there. RX 231. Tenant testified that she needed to be in the rental unit when repairmen were present because sensitive papers related to her real estate business were in her unit and she feared personal items would be stolen.

17. By Order dated September 16, 2008, the Landlord and Tenant Court ordered Tenant to remove the personal property from her rental unit that blocked access and hindered Housing Provider from making repairs, on or before October 31, 2008; and allow Housing Provider and/or Housing Provider's agents access to the rental unit to make repairs from 9:00 a.m. to 5:00 p.m., with 24 hours notice to Tenant by taping the notice to the outside door of Tenant's unit. RX 236.

18. On September 22, 2008, Housing Provider contacted Department of Consumer and Regulatory Affairs (DCRA) housing inspectors to ask them to inspect Tenant's unit and order repairs since Tenant denied Housing Provider access for this purpose. Housing Provider faxed a copy of the September 2008 Access Order to the inspectors. RX 236. DCRA inspectors did not inspect Tenant's unit.



19. By letters dated September 30, 2008, October 9, 2008, and October 17, 2008, Housing Provider reminded Tenant of the deadline for complying with the Access Orders and offered Tenant storage space for her personal items, free of charge, so repairmen would have space to work. RXs 237-239. In October 2008, Tenant accepted free use of an efficiency unit in the building to store personal items while repairs were made.

**C. Semi – Annual Inspections**

20. Housing Provider's business practice was to conduct semi-annual inspections of rental units in Tenant's building to detect conditions in need of repair.

21. A handwritten note on Housing Provider's Semi-Annual Unit Inspection Report, dated April 19, 2006, reads: "Tenant refused the inspection." RX 235.

22. A handwritten note on Housing Provider's Semi-Annual Unit Inspection Report, dated December 12, 2006, reads: "No entry. Something behind door. Can't open door to go in." RX 235.

23. A handwritten note on Housing Provider's Semi-Annual Unit Inspection Report, dated April 14, 2008, reads: "This is every year. She does not let maintenance change filters." The filters referred to are filters for Tenant's heating/cooling unit.

24. A handwritten note on Housing Provider's Semi-Annual Unit Inspection Report, dated October 9, 2008, reads: "Tenant Home. No Entry Resident Refused." RX 235.

**D. Water Leaks**

25. On November 13, 2007, Tenant reported a water leak from the unit above her unit. The leak was repaired the same day. RXs 221-A, 233.
26. On July 18, 2008, Tenant and the tenant in the unit below Tenant's reported a water leak into the unit below Tenant's. Housing Provider sent maintenance staff to investigate the origin and extent of the leak. Tenant was in her rental unit when maintenance staff entered to conduct the investigation. Tenant complained immediately to the site manager that the receptionist had not called to tell her that maintenance staff was on his way. Tenant began to put a shopping cart in front of her door after this incident. Petitioner's Exhibit (PX) 110, RX 234.

**E. Heating/Cooling Units**

27. Tenant testified that her heating/cooling units did not work for 10 years; and, during the four years preceding the hearing, she used fans in the summer and space heaters in the winter. Tenant testified that, over the years, she orally notified the site manager that the heating/cooling units did not work when Housing Provider scheduled filter changes. But, Tenant testified that she did not allow maintenance staff access to her unit to change filters for at least five years preceding the hearing date. RX 235.

**F. Rodents**

28. Tenant testified that she complained to Housing Provider about mice and roaches inside her unit and rats outside the building – but provided no dates or notices of violation for rodents. In 2007, Housing Provider conducted a campaign to rid the building of roaches and rodents.

When Tenant received the notice, she did not allow exterminators access to her rental unit because she determined that the chemicals used were hazardous to her health. PX 110.

**G. Photographs**

29. Tenant photographed conditions in the unit beginning in September 2008. PXs 100A – 111A.
30. Tenant photographed seven mice in a glue trap in her unit in September 2008.
31. In October 2008, Tenant photographed the ceiling and wall above the heating/cooling unit in her large bedroom. The photograph showed a hole in the ceiling, which was caused by flooding from the unit above; and the wall below the ceiling showed cracked plaster, peeling paint, and water stains. PX 105.
32. In October 2008, Tenant photographed mold and rust on the outside of the heating/cooling unit in the large bedroom. PX 106.
33. In October 2008, Tenant photographed the heating/cooling unit and the floor around the unit in Tenant's living room. The photograph shows rust and peeling paint; and water damage on the floor and carpet around the unit. The damage was caused by water that leaked from the unit above Tenant's. PX 108.
34. In October 2008, Tenant photographed two holes in the walls of her small bedroom. PX 104A.

35. In October 2008, Tenant photographed conditions in her bathroom, which showed stained and cracked caulking; and flaking plaster on the ceiling above the toilet and shower. PX 109.

36. In November 2008, Tenant photographed the heating/cooling unit in her small bedroom, which showed water stains and peeling paint on the exterior; and extensive rust, mold, and mildew in the interior. PXs 100A, 101A.

#### **H. Repairs**

37. Since by court order, Tenant had until October 31, 2008, to remove items that interfered with access to areas in need of repair, Housing Provider made some repairs in October 2008, and began major repairs in November 2008.

38. Housing Provider repaired the heating/cooling unit in Tenant's large bedroom painted the bedroom, replaced the blinds, and sanded and finished the floor in October 2008. PX 107.

39. Tenant testified that Housing Provider repaired the holes in the walls in her small bedroom in October 2008.

40. Housing Provider repaired the heating/cooling units in November 2008, by removing water stains, peeling paint, and rust; and replacing interior parts, including the motor. PXs 102A, 103A.

41. Tenant did not see mice by December 2008.

42. Tenant testified that if the cold water was turned on while the hot water was turned on, the water temperature changed from completely hot to completely cold. Tenant also testified

that the water pressure in the shower was low after Housing Provider replaced the shower head and the pressure had not been restored by the date of the hearing. Tenant testified that these conditions were not corrected by the date of the hearing.

43. Tenant testified that she cared for her dying mother from 1997 to 2003, and grieved her mother's death until 2008. She testified that she did not address issues in her unit during that time and the unit deteriorated.

### **III. Discussion and Conclusions of Law**

#### **A. Jurisdiction**

This matter is governed by the Rental Housing Act of 1985; substantive rules implementing the Rental Housing Act at 14 District of Columbia Municipal Regulations (DCMR) 3800 - 4399; the Office of Administrative Hearings Establishment Act at D.C. Official Code § 2-1831.03(b-1)(1), which authorizes the Office of Administrative Hearings (OAH) to adjudicate rental housing cases; the District of Columbia Administrative Procedure Act (D.C. Official Code §§ 2-501 *et seq.*); and OAH procedural rules at 1 DCMR 2800 *et seq.* and 1 DCMR 2920 *et seq.* Tenant has the burden of proving the claims asserted.<sup>6</sup>

#### **B. Substantial Reduction in Services and/or Facilities**

To establish a claim for a substantial reduction in related services or facilities, Tenant must present competent evidence of: the existence, duration, and severity of the reductions;

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<sup>6</sup> D.C. Official Code § 2-509(b); 1 DCMR 2932.1.

notice to Housing Provider that the services were needed, if the conditions are in the tenant's unit; and Housing Provider's failure to make repairs within a reasonable time.<sup>7</sup>

Tenant's unit was in a state of disrepair on June 2, 2008, when Tenant filed TP 29,316; and the extent of disrepair indicated that the damage was not recent. RX 229, PXs 100A – 111A. Water leaks damaged walls, ceilings, and heating/cooling units in Tenant's living room and bedrooms. Housing Provider did not dispute Tenant's claim that her heating/cooling units did not function. Neither did Housing Provider dispute Tenant's claim that conditions in her bathroom needed repair. But the preponderance of evidence shows that Tenant did not notify Housing Provider that conditions in her unit needed repair in the three years preceding June 2, 2008, with one exception. In November 2007, Tenant notified Housing Provider that water was leaking into her unit. Housing Provider stopped that leak the same day. RXs 221-A, 233.

Tenant refused to allow Housing Provider to exterminate her unit for roaches and rodents during an effort Housing Provider initiated in 2007. Housing Provider disputed Tenant's claim that, after maintenance staff came to her unit to change filters, she notified Housing Provider orally that her heating/cooling units did not work. Tenant testified that, for at least five years preceding the date of the hearing, she did not allow staff to enter her unit to change the filters. And, from 2006 to 2008, Tenant denied Housing Provider access to her unit for semi-annual inspections – the purposes of which were to assess the condition of Tenant's unit and make repairs, if needed. RX 235.

Tenant filed TP 29,316 while she was denying Housing Provider permission to inspect her unit. Beginning in March 2008, Housing Provider repeatedly requested access, which Tenant

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<sup>7</sup> *Jonathan Woodner Co. v. Enobakhare*, TP 27,730 (RHC Feb. 3, 2005) at 11 (citations omitted).

denied. RXs 222, 225, 235, 240, 241. Housing Provider obtained a court order in August 2008 to gain access and was eager to repair the conditions observed. RXs 228, 229. Housing Provider demonstrated its commitment to repair the Tenant's unit within a reasonable time by obtaining a second access order, reminding Tenant of deadlines for complying with the orders, contacting DCRA housing inspectors for assistance in gaining access to Tenant's unit, and providing Tenant free use of an efficiency apartment in the building to store her personal effects while repairs were made. RXs 232, 236 - 239. By court order, Tenant had until October 31, 2008, to move items to facilitate repairs. RXs 228, 236. By Tenant's own account, Housing Provider began repairs in October 2008, and completed major repairs in November 2008 – compelling evidence that Housing Provider made repairs within a reasonable time after notice.

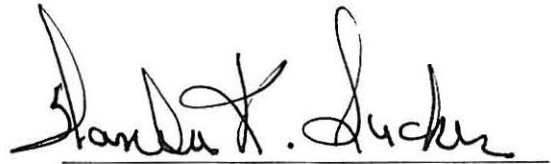
Tenant failed to demonstrate that Housing Provider substantially reduced services or facilities provided as part of her rent or tenancy. Instead, the record shows that Tenant allowed her rental unit to deteriorate and failed to notify Housing Provider of deteriorating conditions. After Housing Provider learned of the conditions through its own efforts, Housing Provider made repairs within a reasonable time. Tenant's services and facilities complaint is dismissed with prejudice.

**IV. Order**

Therefore, it is, this 19<sup>th</sup> day of May, 2010:

**ORDERED**, that Tenant's complaint that Housing Provider substantially reduced services and facilities provided as part of Tenant's rent and/or tenancy is **DISMISSED WITH PREJUDICE**; and it is further

**ORDERED**, that OAH Case No. RH-TP-08-29316 is **DISMISSED WITH PREJUDICE**.

A handwritten signature in black ink, appearing to read "Wanda R. Tucker", written over a horizontal line.

Wanda R. Tucker  
Administrative Law Judge



## Admitted Exhibits

101A	3 photographs of inside of heating/cooling unit
102A	3 photographs - one of blinds; two of area above blinds
103A	3 photographs heating/cooling unit
104A	3 photographs of holes in wall
105A	3 photographs of holes in ceiling
105A	3 photographs of area above blinds
106A	3 photographs of heating/cooling unit
107A	One photograph of unit after repairs
108A	3 photographs –blinds,area above blinds, heating cooling unit
109A	3 photographs - bathroom
110A	3 photographs –6 rodents; 1 rodent; chain lock
111A	E-mail from Tenant to Crestwood Mgr dated December 2008 re: appt for plumbing work in unit
221A	Work Order # 00990424, dated 13 Nov 08
221B	Work Order # 00991197, dated 18 Jul 08
222	Letter from Zalco Realty to Barnes-Mosaid, dated 05-20-08
223	Motion for Access, Superior Court of the District of Columbia, Landlord and Tenant Branch (Landlord Tenant Court), dated 14 Aug 08 (pages 3)
225	Letter from Zalco Realty to Barnes-Mosaid re: August 12 <sup>th</sup> inspection, dated 08-06-08
226	Letter from Zalco Realty to Barnes-Mosaid re: August 12 <sup>th</sup> apartment inspection, dated 08-07-08
227	Tenant's Lease made 2 April 80
228	Access Order, Landlord and Tenant Court, dated 20 Aug 08
229	Letter from Zalco Realty to Barnes-Mosaid, dated 28 Aug 08, re: 27 Aug 08 Inspection (2 pages)
230	Letter from Barnes-Mosaid to Bill Everngam (Zalco Realty) re August 27 <sup>th</sup> inspection, dated 30 Aug 08 (4 pages)
231	Letter from Barnes-Mosaid to Lucha Carmouze, Manager, Crestwood Apartments, dated 2 Sept 08 re: August 27 <sup>th</sup> inspection (2 pages)
232	Letter from Barnes-Mosaid to Bill Everngam (Zalco Realty) re: repairs and repair schedule, dated 30 Aug 08 (4 pages)
233	Work Order – leak from Unit 510 repaired, 13 Nov 07
234	Work Order – unplug drain pan AC unit, Apt 510, dated 18 Jul 08
235	Semi-Annual Inspection reports, dated 12 Dec 06, 19 Apr 06, 14 April 08, and 9 Oct 08.
236	FAX cover page to DCRA Inspector Harris from Bill Everngam, September 2008 Landlord and Tenant Court Order attached.
237	Memo dated 30 Sept 08 from Housing Provider to Tenant re: Temporary Building Storage and Access Order compliance dates.

238	Memo dated 9 Oct 08 from Housing Provider to Tenant re: Temporary Building Storage and Access Order compliance dates.
239	Memo dated 17 Oct 08 from Housing Provider to Tenant re: Temporary Building Storage and Access Order compliance dates. Ad for "U Store It" attached. Offer of on-site storage renewed.
240	Letter from Tenant to Bill Everngam (Zalco Realty) requesting make-up date for balcony inspection scheduled for 8 or 11 Mar 08.
241	Handwritten request from Housing Provider to inspect unit, dated 6 Aug 08; note from Housing Provider's staff, dated 13 Aug 08, re: Housing Provider's attempts to schedule meeting w/ Tenant; letter from Housing Provider to Tenant, dated 7 Aug 08 to confirm appt for 12 Aug 2008 to inspect Tenant's unit

## **MOTIONS FOR RECONSIDERATION**

Any party served with a final order may file a motion for reconsideration within ten (10) days of service of the final order in accordance with 1 DCMR 2937. When the final order is served by mail, five (5) days are added to the 10 day period in accordance with 1 DCMR 2811.5.

A motion for reconsideration shall be granted only if there has been an intervening change in the law; if new evidence has been discovered that previously was not reasonably available to the party seeking reconsideration; if there is a clear error of law in the final order; if the final order contains typographical, numerical, or technical errors; or if a party shows that there was a good reason for not attending the hearing.

The Administrative Law Judge has thirty (30) days to decide a motion for reconsideration. If a timely motion for reconsideration of a final order is filed, the time to appeal shall not begin to run until the motion for reconsideration is decided or denied by operation of law. If the Judge has not ruled on the motion for reconsideration and 30 days have passed, the motion is automatically denied and the 10 day period for filing an appeal to the Rental Housing Commission begins to run.

## **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 after service of the final order, in accordance with the Commission's rule, 14 DCMR 3802. 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  
441 Fourth Street, NW  
Suite 1140 North  
Washington, DC 20001-2714  
(202) 442-8949

**Certificate of Service:  
By United States Postal Service  
First Class Mail (Postage Pre-Paid):**

San Luisa Barnes-Mosaid  
3900 16<sup>th</sup> Street, NW  
Unit 410  
Washington, DC 20011

Susan S. Magazine, Esquire  
611 Rockville Pike  
Suite 100  
Rockville, MD 20852-1178

**By Interagency Mail**

District of Columbia Rental Housing Commission  
441 Fourth Street, NW  
Suite 1140 North  
Washington, DC 20001

Keith Anderson  
Acting Rent Administrator  
Rental Accommodations Division  
Department of Housing and Community Development  
1800 Martin Luther King Avenue, SE  
Washington, DC 20020

I hereby certify that on 5-19, 2010 this document was caused to be served upon the above-named parties at the addresses and by the means stated.

  
Clerk/Deputy Clerk