DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

TP 24,805

In re: 800 4th Street, S.W., Unit N511

Ward Two (2)

GAIL M. HAMILTON
Tenant/Appellant

v.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Housing Provider /Appellee

DECISION AND ORDER

July 31, 2000

YOUNG, COMMISSIONER: This case is on appeal from the District of Columbia Department of Consumer and Regulatory Affairs (DCRA), Office of Adjudication (OAD), to the Rental Housing Commission (Commission), pursuant to the Rental Housing Act of 1985 (Act), D. C. Law 6-10, D. C. Code § 45-2501, et seq., and the District of Columbia Administrative Procedure Act (DCAPA), D.C. Code § 1-1501, et seq. The Commission's rules, 14 DCMR 3800 et seq., also apply.

I. PROCEDURAL HISTORY

The housing accommodation, located at 800 4th Street, S.W., is a multi-unit building owned by the Massachusetts Mutual Life Insurance Company, the housing provider/appellee. The tenant/appellant, Gail Hamilton, filed Tenant Petition (TP) 24,805 on September 7, 1999. The petition alleged: 1) the rent being charged exceeded the legally calculated rent ceiling for the tenant's unit; 2) the rent ceiling filed with RACD for her unit was improper; 3) a rent increase was taken while her unit was not in

substantial compliance with the D.C. Housing Regulations; 4) the housing accommodation in which her unit is located was not properly registered with RACD; 5) services and facilities provided in connection with her unit were substantially reduced; and 6) services and facilities, as set forth in a Voluntary Agreement filed with and approved by the Rent Administrator under Section 215 of the Rental Housing Emergency Act of 1985, were not provided as specified.

A hearing on the petition was held on October 21, 1999. OAD Hearing Examiner Carl Bradford was the presiding official at the hearing. The hearing examiner issued his decision and order on January 6, 2000. The hearing examiner made the following findings of fact:

1. The subject property is located at 800 4th Street, S.W.

2. Petitioner, Gail Hamilton, assumed occupancy at the subject housing accommodation on July 1, 1997.

3. Respondent, Lincoln Property Management manages [the] subject property.

4. Maintenance and repairs are related services.

5. Respondent Massachusetts Mutual Life Inc. owns the housing accommodation.

6. The housing accommodation is properly registered as required by the Rental Housing [sic] of 1985.

7. The air conditioning service to the housing accommodation was interrupted for 3 days in August 1999. Petitioner was compensated with a payment of sixty dollars ($60.00).

8. In July 1997, Respondent took a vacancy increase in the rent ceiling with respect to unit N511.

9. The rent charged for unit N511 was increased effective October 1, 1999 to $624.

10. The rent charged did not at any time exceed the legally calculated rent ceiling.

11. The examiner did not find that Petitioner should be compensated for the lack of hot water or the lack of cold water.

Hamilton v. Mass. Mutual Life Insurance Co., TP 24,805 (OAD Jan. 6, 2000) at 9.

The hearing examiner concluded as a matter of law:

1. Subject property is properly registered with RACD.

2. Respondent did not substantially reduced [sic] Petitioner's services/facilities in violation of D.C. Code Section 45-2522 [sic] (1990).

3. Respondent did not charge Petitioner a rent higher than the rent ceiling in violation of D.C. Code Section 45-2516 (1990).

4. The Examiner dismisses all issues.

Id. at 10.

II. ISSUES ON APPEAL

On appeal to the Commission, the tenant argues that the decision of the hearing examiner contained errors because: 1) the decision misstated the date of the commencement of her occupancy of unit N511; 2) the decision erred in stating her current rent; 3) the decision failed to consider her sworn testimony that she failed to receive a Tenant Notice of Increase of General Applicability dated February 26, 1999; 4) the decision failed to note the errors found in the Tenant Notice of Increase of General Applicability dated February 26, 1999, which stated that the tenant's current rent was $564.00; 5) the decision was in error because the hearing examiner failed to find that the housing provider increased the tenant's rent within twelve (12) months of a previous rent increase; 6) the decision erred in stating that notices of rent increase were transmitted to the tenant in advance of the increases in violation of 14 DCMR 4206.5 and 4214.4(f); 7) the decision of the hearing examiner is in error wherein it states that the housing provider

submitted copies of its certificate of occupancy and housing business license; 8) the decision was in error in that the housing provider's failure to produce a certificate of occupancy or housing business license, at the hearing, precluded it from seeking a rent ceiling increase in violation of 14 DCMR 4101.9(a)(b) and (c); 9) the hearing examiner erred when he found as a fact that the tenant should not be compensated for lack of hot or cold running water in violation of 14 DCMR 4216.2(a) and (b); 10) the hearing examiner failed to find that the tenant's services were reduced in August 1999, as a result of the lack of air conditioning; 11) the hearing examiner failed to award a rent refund, treble that amount, or a rent rollback as a result of his finding that the tenant's testimony was credible when she alleged that the housing provider failed to maintain the common areas of the housing accommodation.

III. DISCUSSION OF THE ISSUES

A. Whether the hearing examiner erred when he determined the date on which the tenant commenced her occupancy of the housing accommodation.

In her notice of appeal, the tenant argues that the decision of the Rent Administrator was in error in declaring that she began occupancy of unit N511 on July 1, 1997.

In his decision and order the hearing examiner stated, "[p]etitioner moved into the unit[,] N511 on or about July 1, 1997." Hamilton v. Mass. Mutual Life Insurance Co., supra, at 3. The record contains two (2) "Lease Agreement Declarations Pages," signed by the parties and submitted by the housing provider (Respondent's Exhibit (R. Exh.)1). The first lease agreement dated March 13, 1997, reflects that the tenant's occupancy at the housing accommodation in unit N410 began on March 20, 1997. The record also contains a Rent Control Information sheet, a Residential Lease Application, and a Rental

Application Procedures sheet, signed by the tenant, dated March 13, 1997, and reflecting that the tenant was to occupy unit N410. The lease agreement reflected a pro rata rent for unit N410 of $187.00. The second lease agreement dated July 1, 1997, reflected that the tenant was to occupy unit N511 from July 1, 1997 through July 31, 1998, at a monthly rent of $550.00.

The tenant did not testify regarding the date she began her occupancy of unit N511; however, there was no testimony which contradicted the date of March 20, 1997, as the date the tenant commenced her tenancy in unit N410.[1]

Previous Commission decisions and the DCAPA rules governing contested cases provide that the proponent of a rule or order, the tenant in the instant case, must carry the burden of proving his or her entitlement to the relief requested. Where the proponent of a rule or order fails to put sufficient competent evidence into the record to support his or her claim, it is properly denied. Rosenboro v. Askin, TP 3,991 & 4,673 (RHC Feb. 26,1993); D.C. Code § 1-1509(b).[2]

In this case, the housing provider put sufficient competent evidence in the record (R. Exh.1) to show that the tenant's occupancy at the housing accommodation commenced in unit N410, on March 20, 1997, and that she did not occupy unit N511 until approximately July 1, 1997, as concluded by the hearing examiner. Accordingly, the tenant's appeal of this issue is denied and the decision of the hearing examiner on this issue is affirmed, because it is supported by substantial evidence in the record.

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[1] At the April 20, 2000 Commission hearing, in response to a question by Commissioner Long, the tenant stated that she began occupancy of unit N511 in June, 1997.

[2] D.C. Code § 1-1509(b) provides in relevant part: "In contested cases, except as may otherwise be provided by law, other than this subchapter, the proponent of a rule or order shall have the burden of proof."

B. Whether the decision of the hearing examiner was in error where it stated the tenant's current rent.

The tenant argues that the hearing examiner's decision was in error where it stated the amount of the tenant's current rent. The decision of the hearing examiner stated, "[p]etitioner's initial rent charged was $540 per month, which the housing provider increased to $560 per month on October 1, 1998, and to $624 per month on October 1, 1999." Hamilton v. Mass. Mutual Life Insurance Co., at 3. The tenant argues that the decision failed to mention the Tenant Notice of Increase of General Applicability dated August 31, 1999, (R. Exh. 6), submitted to her by the housing provider, which reflected that her current rent as of that date was $584.00.

The record does reflect that on August 31, 1999 the tenant's current rent charged was $584.00. However, the tenant does not make an argument on appeal regarding the illegality of the $584.00 rent charged. Therefore, this was harmless error, which did not adversely affect the substantive rights of the tenant in this case. See Guaranty Development Co. v. Liberstein, 83 A.2d 669 (D.C. 1951). Accordingly, this appeal issue is dismissed.

C, D & F. Whether the hearing examiner erred when he stated that the tenant received a Tenant Notice of Increase of General Applicability dated February 26, 1999 and effective April 1, 1999.

The tenant argues on appeal that she failed to receive a Tenant Notice of Increase of General Applicability dated February 26, 1999, in violation of the regulations. She also argues that the current rent listed in the notice, $564.00 was in error in that her current rent charged was $560.00.

The applicable regulation, 14 DCMR 4205.4, provides, in part:

A housing provider shall implement a rent adjustment by taking the following actions, and no rent adjustment shall be deemed properly implemented unless the following actions have been taken:

(a) The housing provider shall provide the tenant of the rental unit, not less than thirty (30) days written notice pursuant to §904 of the Act, the following:

(1) The amount of the rent adjustment;

(2) The amount of adjusted rent;

(3) The date upon which the adjusted rent shall be due; and

(4) The date and authorization for the most recent rent ceiling adjustment taken and perfected pursuant to §4204.9;

At the OAD hearing, the business manager for the housing accommodation testified that the tenant was provided a copy of the Tenant Notice of Increase of General Applicability dated February 26, 1999. However, the tenant testified that she did not receive a copy of the notice. The record reflects that the tenant continued to pay rent in the amount of $560.00 per month through August, 1999, rather than the $584.00 demanded by the housing provider in the February 26, 1999 notice of rent increase, which became effective on April 1, 1999.

The record (R. Exh. 6) contains a February 26, 1999, Tenant Notice of Increase of General Applicability naming the tenant, Gail Hamilton, and establishing the tenant's current rent and rent ceiling, as well as the increased rent and rent ceiling, pursuant to a 1.8% general applicability rent ceiling increase for calendar year 1997.

The issue of whether the tenant received the Tenant Notice of Increase of General Applicability dated February 26, 1999 is one of credibility. The Commission has held that findings of credibility by the hearing examiner will be given deference and will not be disturbed absent evidence in the record to the contrary. Gray v. Davis, TP 23,081

(RHC Dec. 7, 1993), cited in Eilers v. Bureau of Motor Vehicles Services, 583 A.2d 677, 684 (D.C. 1990). The Commission affirms the decision of the hearing examiner because the housing provider presented evidence that a notice of increase of general applicability dated February 26, 1999, was provided to the tenant. The evidence presented by the housing provider was substantial evidence which supported the hearing examiner's determination.

The hearing examiner committed error when he stated in his decision that the current rent charged was $564.00 rather than $560.00 as was reflected in the record. However, this was harmless error, which did not adversely affect the substantive rights of the tenant in this case. See Guaranty Development Co., supra. Accordingly, this appeal issue is dismissed.

E. Whether the hearing examiner was in error when he determined that the rent ceiling increases perfected by the housing provider were properly taken.

1. Vacant Accommodation Rent Increase.

On appeal, the tenant argues the vacancy rent ceiling increase, on unit N511, taken by the housing provider on July 1, 1997, was illegal. The tenant argues that the housing provider took a vacant accommodation rent ceiling increase of 11.9% on July 1, 1997, on unit N511, more than thirty days (30) days after she began her occupancy at the housing accommodation on March 20, 1997.

The tenant's argument is without merit.[3] The tenant did in fact begin her occupancy at the housing accommodation on March 20, 1997, however, she occupied unit N410 until approximately July 1, 1997, the date the housing provider perfected the

[3] See Section III, Discussion of the Issues, A at 4-5.

vacant accommodation rent ceiling increase on unit N511, and the date on which the tenant began to occupy unit N511.

Therefore, the tenant's argument that the housing provider perfected a vacant accommodation rent ceiling increase, pursuant to D.C. Code § 45-2523(a)(2), more than thirty (30) days after she began occupancy of unit N511 is denied and this appeal issue is dismissed.

2. Rent Increases Within a Twelve (12) Month Period.

The tenant argues that the hearing examiner erred in permitting the July 1, 1997, 11.9% vacancy rent ceiling increase on unit N511, because the housing provider had on February 1, 1997, filed an amended registration form for a rent ceiling increase of general applicability of 1.9% for unit N511. The tenant argued that the vacancy rent ceiling increase of July 1, 1997 occurred less than twelve (12) months after the filing of the increase of general applicability of 1.9% of February 1, 1997. The tenant argued that this was a violation of the regulations at 14 DCMR 4207.3.[4]

The record (R. Exh. 3) reflects that on July 1, 1997, the housing provider filed an amended registration form increasing the rent ceiling for unit N511 by 11.9%, pursuant to the vacant accommodation provisions of the Act, D.C. Code § 45-2523(a)(2), using unit N111 as the comparable unit.

The tenant's reliance on 14 DCMR 4207.3 is misplaced. This regulation only applies where the housing provider first perfects a rent ceiling adjustment pursuant to the

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[4] 14 DCMR 4207.3, provides:

> Notwithstanding §4207.1, a housing provider shall not take and perfect a rent ceiling adjustment authorized by §213(a) of the Act (vacant accommodation) within the twelve (12) month period following the date of perfection of any rent ceiling adjustment for the rental unit under §212 (hardship petition) of the Act.

provisions of §212 of the Act, D.C. Code § 45-2522 (hardship petitions). Therefore, a housing provider would only be prevented from perfecting a rent increase in less than twelve (12) months if he first perfected a hardship petition increase.

The provision of the Act, D.C. Code § 45-2518(g), applicable to this issue provides: "No adjustments in rent under this chapter may be implemented until a full 180 days have elapsed since any prior adjustment." Therefore, contrary to the tenant's argument, the Act permits adjustments in rent every 180 days. Moreover, the housing provider did not violate the Act, because the rent charged for unit N511 was not adjusted as a result of the February 1, 1997 rent ceiling increase of general applicability. The record reflects that the rent charged for unit N511 remained at $525.00 despite the 1.9% general applicability rent ceiling increase perfected by the housing provider. Accordingly, this appeal issue is dismissed.

G. Whether the hearing examiner erred when he stated in his decision that the housing provider submitted a copy of its housing business license and certificate of occupancy at the OAD hearing.

The record (tape) of the OAD hearing reflects that the hearing examiner requested from the housing provider, for the record, a copy of its housing business license and certificate of occupancy. Counsel for the housing provider indicated that he did not have the documents in his possession at the hearing. The hearing examiner requested that the housing provider submit the documents in two (2) business days. The record contains a letter dated October 25, 1999, which reflects that counsel for the housing provider forwarded to the hearing examiner a copy of the housing provider's certificate of occupancy and housing business license on that date after the OAD hearing.

In his decision and order the hearing examiner stated: "[T]he Respondent appear [sic] at the hearing, provided the Examiner with a copy of his [sic] Certificate of occupancy and Business license [sic] for the housing accommodation."

The Act at D.C. Code § 45-2526(h), provides:

> The Rental Housing Commission may reverse, in whole or in part, any decision of the Rent Administrator which it finds to be arbitrary, capricious, an abuse of discretion, not in accordance with the provisions of this chapter, or unsupported by substantial evidence on the record of the proceedings before the Rent Administrator.

In the instant case, after a review of the substantial evidence in the record, the Commission reverses the hearing examiner's decision wherein he stated that the housing provider submitted a copy of its certificate of occupancy and housing business license at the OAD hearing, because the housing provider submitted those documents after the OAD hearing.

Accordingly, the decision of the hearing examiner on this issue is reversed.

H. Whether the hearing examiner erred when he decided the rent increases taken by the housing provider were proper when the evidence of record reflected that the housing provider did not possess a valid housing business license or a certificate of occupancy.

The tenant argues that the decision of the hearing examiner was in error because she never saw a copy of the housing provider's certificate of occupancy or housing business license. A review of the tenant's petition reveals that the tenant raised no issues regarding the housing provider's possession of either a certificate of occupancy or housing business license for the accommodation.

The DCAPA, D.C. Code § 1-1509(a), provides, in part, "[a respondent] shall be given reasonable notice of the afforded hearing.... The notice shall state the time, place, and issues involved...." (emphasis added). Therefore, the housing provider's possession

of a certificate of occupancy and housing business license are not properly before the Commission, because they were not a part of the notice of these proceedings to the housing provider. Accord Hedgman v. District of Columbia Hackers' License Appeal Board, 549 A.2d 720, 723-24 (D.C. 1988), cited in Chamberlain Apartments Tenants' Ass'n v. 1429-51 Ltd. Partnership, TP 23,984 (RHC Oct. 15, 1999). This failure by the tenant violated the due process requirement of proper notice of the OAD proceedings, including notice of the issues involved. DCAPA, D.C. Code § 1-1509(a)-(b). The failure to give proper notice is a violation of due process. A "hearing" begins with "[n]otice of the proposed action and the grounds asserted for it." Kenneth Culp Davis and Richard J. Pierce, Jr., Administrative Law Treatise, § 9.5, (3rd ed.) p. 47.

Accordingly, because there was no proper notice to the housing provider of the issue of possession of a valid certificate of occupancy or housing business license as they relate to the rent increases challenged by the tenant. This appeal issue is denied and the hearing examiner is affirmed.

I & J. Whether the hearing examiner erred when he dismissed the tenant's allegations of reduction of services and facilities in her unit.

On appeal to the Commission, the tenant argues that the housing provider reduced her services and facilities. She contends that the housing provider failed to provide air conditioning during August, 1999, and failed to provide hot and cold running water on a continuous basis. The tenant argues, therefore, that the housing provider violated the regulation at 14 DCMR 4216.2, which provides, in part:

> For purposes of the subtitle, 'substantial compliance with the housing code' means the absence of any substantial housing violations as defined in §103(35) of the Act, including but not limited to, the following:
>
> (a) Frequent lack of sufficient water supply;

(b) Frequent lack of hot water.

At the OAD hearing the tenant testified that the air conditioning in her unit was inoperative for approximately one (1) week during August, 1999. The business manager of the housing provider, Teguest Shifferaw, testified that the air conditioning system at the housing accommodation was inoperable for a period of two and one-half (2.5) days as a result of a malfunctioning gear box in the accommodation's cooling tower. She further testified that the tenants were compensated for the lack of air conditioning during that period with a $60.00 credit toward their rent, which was deducted from their September, 1999 rental payment. Ms. Shifferaw also testified that the tenant did not notify the housing provider of a lack of hot or cold running water until after TP 24,805 was filed.

The tenant, in order to prove a claim for reduction in services and/or facilities, was required to present evidence of the existence, duration and severity of the reduced services and/or facilities. Further, if the tenant, as is the instant case, claims a reduction of services in the interior of the housing accommodation, she must give the housing provider notice of the allegations that constitute violations of the housing code. Hall v. DeFabio, TP 11,554 (RHC Mar. 6, 1989), cited in Pierre-Smith v. Askin, TP 24,574 (RHC Feb. 29, 2000); Jerome v. Wilkerson, TP 24,517 (RHC Sept. 30, 1999).

At the OAD hearing, the tenant presented no evidence that showed she provided notice to the housing provider of the lack of hot and cold running water. The Commission has held that the tenant must give the housing provider notice of conditions that constitute violations of the housing code. Hall v. DeFabio, supra.

The tenant further argues that the housing provider's failure to provide air

conditioning was a violation of the regulations which should entitle her to a rent refund.[5] While the decision of the hearing examiner reflects that there was a lack of air conditioning at the housing accommodation during August, 1999 (Hamilton v. Mass. Mutual Life Insurance Co., supra at 7) the tenant's testimony was that her air conditioning malfunctioned for approximately one (1) week, while the testimony by the manager of the housing accommodation was that the air conditioning at the housing accommodation was inoperable for a period of two and one-half (2.5) days.

In his decision the hearing examiner found that the air conditioning service at the housing accommodation was interrupted for three (3) days, and that the tenant received a $60.00 rent refund. Therefore, he concluded as a matter of law that the housing provider did not substantially reduce the tenant's air conditioning service.

The Commission will uphold the decision of a hearing examiner as it relates to a reduction in services or facilities where the decision of the hearing examiner is based on his evaluation of the evidence as to the nature, duration, and substantiality of housing code violations. See Bernstien v. Estrill, TP 21,792 (RHC Aug. 19, 1991). In this case the hearing examiner determined that the three (3) day interruption of air conditioning services was not a substantial violation of the housing code. The hearing examiner relied on the testimony of the manager of the accommodation which reflected that the lack of air conditioning service in the tenant's unit was of short duration, not due to the negligence of the housing provider, and was compensated for with a $60.00 rent

[5] The tenant cited 14 DCMR 510.1, which provides:

> The owner of a rental habitation, who provides air conditioning as a service either through individual air conditioning units or a central air conditioning system, shall maintain such unit or system in safe and good working condition so that it provides an inside temperature at least fifteen degrees Fahrenheit (15° F.) less than the outside temperature.

reduction the following month. We agree with the decision of the hearing examiner. Accordingly, this appeal issue is affirmed.

K. Whether the hearing examiner erred when he failed to award the tenant a rent refund or rent roll back as a result of the housing provider's failure to maintain the common areas of the housing accommodation.

In her petition and at the OAD hearing, the tenant argued that the housing provider failed to properly maintain the common areas of the housing accommodation.

In his decision and order the hearing examiner stated:

> The Examiner finds the Petitioner [sic] testimony to be creditable [sic]. However, the Petitioner must present sufficient evidence for the rent ceiling to be reduced to such a level that the rent charged would have been above the rent ceiling. In this case, in 1999, the rent ceiling of $1,242 was significantly higher than the rent charged of $624, and there is no set of circumstances in which the Examiner would reduce the rent ceiling to such a level that the rent charged would be higher than the rent ceiling so as to warrant any award to the Petitioner. See United Management Co. v. Tenants of 3150 16th Street, N.W., TP 22,558 (RHC September 15, 1993).

Hamilton v. Mass. Mutual Life Insurance Co., supra, at 8.

The DCAPA, D.C. Code § 1-1509(e), provides:

> Every decision and order adverse to a party to the case, rendered by the Mayor or an agency in a contested case, shall be in writing and shall be accompanied by findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. Findings of fact and conclusions of law shall be supported by and in accordance with the reliable, probative, and substantial evidence. (emphasis added).

In order to meet the requirements of the DCAPA, D.C. Code § 1-1509, "(1) the decision must state findings of fact on each material, contested, factual issue; (2) those findings must be based on substantial evidence; and (3) the conclusions of law must follow rationally from the findings." King v. District of Columbia Dep't of Employment Services, 742 A.2d 460, 465 (D.C. 1999). To sustain a decision by the Rent Administrator on appeal there must be findings of fact on each contested issue and the

decision must rationally flow from the facts adduced. The failure of a hearing examiner to make findings of fact and conclusions of law is reversible error. Velrey Properties v. Wallace, TP 20,431 (RHC Sept. 11, 1989); Lustine Realty v. Pinson, TP 20,117 (RHC Jan. 13, 1988); cited in Mellon Property Management Co. v. Embrack, TP 23,456-23,458 (RHC Sept. 30, 1997).

In the instant case, the hearing examiner determined that the tenant offered credible evidence of the reduction in services regarding the maintenance of the common areas in the housing accommodation. However, based on his finding of the amount of rent paid by the tenant, $624.00, and the rent ceiling applicable to her unit, $1242.00, he concluded that the value of the reduction in services to the tenant, based on the rent she paid, would not exceed the rent ceiling, and therefore, would not benefit the tenant by providing her a rent refund. Because he failed to find a substantial reduction in services and failed to place a value on the reduced service complained of by the tenant, the hearing examiner violated the DCAPA, D.C. Code § 1-1509(e).

In order for the tenant to prevail in a petition alleging a reduction of services or facilities, the hearing examiner must find that the housing provider has eliminated a service or facility previously provided, that the reduction was substantial, and the value of the reduced service to the tenant. Lustine Realty, supra. Because the decision of the hearing examiner failed to determine the value of the reduction of services proved by the tenant, this issue is reversed and remanded to the hearing examiner for findings of fact and a conclusion of law on whether there was a substantial reduction of services and the value of the reduced service, if any, for lack of maintenance of the common areas of the housing accommodation.

IV. CONCLUSION

The decision of the Rent Administrator is affirmed in part, reversed in part, and remanded to the hearing examiner for findings of fact and a conclusion of law, on the present record, of whether there was a substantial reduction of services and a determination of the value of the reduced services, if any, regarding maintenance of the common areas in the housing accommodation.

SO ORDERED.

RUTH R. BANKS, CHAIRPERSON

RONALD A. YOUNG, COMMISSIONER

JENNIFER M. LONG, COMMISSIONER

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Decision and Order in TP 24,805 was mailed postage prepaid, by certified mail, this **31st** day of July, 2000 to:

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