

DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

TP 27,262

In re: 210 Varnum Street, N.E., Unit B

Ward Five (5)

WARREN BUTLER
Housing Provider/Appellant

v.

LUVENIA TOYE
Tenant/Appellee

DECISION AND ORDER

December 2, 2004

BANKS, CHAIRPERSON. This case is on appeal to the Rental Housing Commission from a decision and order issued by the Rent Administrator, based on a petition filed in the Rental Accommodations and Conversion Division (RACD). The applicable provisions of the Rental Housing Act of 1985 (Act), D.C. Law 6-10, D.C. OFFICIAL CODE §§ 42-3501.01-3509.07 (2001), the District of Columbia Administrative Procedure Act (DCAPA), D.C. OFFICIAL CODE §§ 2-501-510 (2001), and the District of Columbia Municipal Regulations (DCMR), 14 DCMR §§ 3800-4399 (1991), govern the proceedings.

I. THE PROCEDURES

On August 16, 2001, Luvenia Toye, Tenant, filed Tenant Petition (TP) 27,262 in the Housing Regulation Administration (HRA). The tenant petition alleged: 1) that Warren Butler, Housing Provider, failed to file the proper rent increase forms; 2) that the rent charged exceeds the legal rent ceiling for her rental unit; 3) the building containing

the rental unit is not properly registered; 4) that the Housing Provider retaliated against the Tenant; 5) that the Housing Provider served upon the Tenant an invalid notice to vacate. Administrative Law Judge (ALJ) Henry McCoy issued the Rent Administrator's decision and order on September 24, 2002. It contained the following:

Findings of Fact:

1. Respondent filed for and received a claim of exemption on July 11 1990 as [sic] was assigned exemption # 513048.
2. Petitioner was a tenant at 210 Varnum Street, N.E., #B, from October 1999 through October 2001.
3. Respondent did not notify Petitioner of his claim of exemption prior to, during, or after the execution of the lease.
4. Respondent never received proper authorization from RACD for the rent increase above \$540.00.
5. Respondent filed to recover possession of the unit on three occasions within the relevant time frame for issues in this action: (1) February 3, 2001 in L&T Case No. 5185-01; (2) July 3, 2001 in L&T Case No. 27639-01; and (3) September 7, 2001 in L&T Case No. 037618-01.
6. In L&T 5185-01, Petitioner received an abatement of \$1,700.00, was awarded a refund of \$540.00 because she had been overcharged for her security deposit, and received a set-off for installing a dead bolt lock on the door to the premises by Court Order dated April 23, 2001.
7. After April 23, 2001, Respondent alternated between accepting Petitioner's rental payments and refusing to accept her personal checks.
8. Petitioner's rent was \$540.00 at the beginning of her tenancy and remained at that level until Respondent served her with a notice of increase in July 2001.
9. On July 6, 2001, Respondent sent Petitioner a notice of rent increase to \$750.00.
10. On July 30, 2001, Respondent sent Petitioner a notice to pay a \$150.00/month utility escrow.

11. On July 31, 2001[,] Respondent withdrew the utility escrow notice and increased the Petitioner's rent to \$900.00 inclusive of utilities effective September 1, 2001.
12. Respondent raised Petitioner's rent by 67% without any explanation of his increased costs of operation.
13. Respondent raised Petitioner's rent after she successfully defended herself in landlord and tenant court.
14. Respondent demanded that Petitioner pay rent by money order or cashier's check based on an unsubstantiated concern that she would stop payment on a personal check.
15. On October 30, 2001, Petitioner vacated the rental unit.

Toye v. Butler, TP 27, 262 (OAD Sept. 24, 2002) at 5 & 6.

Conclusions of Law:

1. The housing accommodation is not properly registered with RACD in accordance with D.C. [Sic] Code 42-3502.05(f) [sic], because Respondent failed to notify Petitioner of the exemption of her rental unit under the Act pursuant to D.C. [sic] Code § 42-3502.05(d) [sic].
2. The rent increases implemented by Respondent were larger than the amount of increase allowed by any applicable provision of the Act, D.C. [sic] code § 42-3501.01 et seq. [sic] and exceeded the rent ceiling initially set in the lease between Respondent and Petitioner.
3. Respondent failed to file the proper rent increase forms with RACD as required by 14 DCMR § 4205.4 [sic].
4. Respondent has directed retaliatory action against Petitioner in violation of D.C. [sic] Code § 42-3505.02(b).

Id. at 13.

On October 11, 2002, the Housing Provider filed a notice of appeal, subsequently, on May 23, 2003, the Tenant filed an answer to the notice of appeal. The Commission held its appellate hearing on Thursday, June 12, 2003.

II. THE ISSUES

- A. Whether the Housing Provider is entitled to claim exemption from rent control.
- B. Whether it was harmless error to fail to post the Registration/Claim of Exemption Form in a prominent spot on the property and to mail a copy of the form to the Tenant.
- C. Whether the property is exempt from D.C. OFFICIAL CODE § 42- 3502.07-3502.15 (2001), and therefore the Housing Provider may raise the rent from \$540.00 to \$900.00.
- D. Whether the ALJ properly imposed treble damages on the Housing Provider based on bad faith and a demand for excess rent.
- E. Whether the Housing Provider retaliated against the Tenant pursuant to D.C. OFFICIAL CODE § 3505.02(b) (1991).
- F. Whether the ALJ properly imposed treble damages based on an increase in rent that the Tenant never paid.
- G. Whether the fines were properly imposed.

III. THE COMMISSION'S DISCUSSION AND DECISION

- A. Whether the Housing Provider is entitled to claim exemption under the Act.**
- B. Whether it was harmless error to fail to post the Registration/Claim of Exemption Form in a prominent spot on the property and to [fail to] mail a copy of the form to the Tenant.**

The ALJ findings of fact on these issues were:

1. Respondent filed for and received a claim of exemption on July 11, 1990 as [sic] was assigned exemption # 513048.
2. Petitioner was a tenant at 210 Varnum Street, N.W., #B, from October 1999 through October 30, 2001.
3. Respondent did not notify Petitioner of his claim of exemption prior to, during, or after the execution of the lease.

Decision at 5.

The ALJ concluded on this issue:

1. The housing accommodation is not properly registered with RACD in accordance with D.C. [sic] Code § 42-3502.05(f) [sic], because Respondent failed to notify Petitioner of the exemption of her rental unit under the Act pursuant to D.C. [sic] Code § 42-3502.05(d) [sic].

Decision at 13.

a. The Law

Goodman v. District of Columbia Rental Hous. Comm'n, 572 A.2d 1293, 1297

(D.C. 1990) established that the claim to small housing provider exemption under the Act, §42-3505.02(a), and notice of exemption to the Tenant, pursuant to § 42-3502.05(d), are separate and distinct claims.

The Act provides for exemption based on ownership of four or fewer units, D. C. OFFICIAL CODE § 42-3502.05(a)(3) (2001). The burden of proof is on the housing provider to prove eligibility for an exemption from the Act. Revithes v. District of Columbia Rental Hous. Comm'n, 536 A.2d 1007 (D.C. 1987); Best v. Gayle, TP 23,043 (RHC Nov. 21, 1996) at 5. The Commission stated in The Vista Edgewood Terrace v. Rascoe, TP 24,858 (RHC Oct. 13, 2000) at 12-13:

In each instance of a claimed exemption, the housing provider has the burden of proof. Goodman v. District of Columbia Rental Hous. Comm'n, 573 A.2d 1293, 1297 (D.C. 1990); citing Revithes v. District of Columbia Rental Hous. Comm'n, 536 A.2d 1007, 1017 (D.C. 1987) (other citations omitted). The filing of a claim of exemption form does not ipso facto meet the burden of proof on exemption, because the facts stated therein must be proven not to be a misrepresentation. Revithes at 1011-12. We conclude, some evidence of the exemption must be presented at the OAD hearing, not merely an assertion, or oral statement, or the Registration/Claim of Exemption Form, for the Commission to review to determine the record contains substantial evidence to support the claim of exemption. (citation omitted.)

Failure to give notice of the exemption renders it void ab initio, because it violates D.C. OFFICIAL CODE § 42-3502.05(d) (2001) and it remains void until

proper notice is received by the Tenant. See Kornblum v. Zegeye, TP 24,338 (RHC Aug. 19, 1999); Stets v. Featherstone, TP 24,480 (RHC Aug. 11, 1999); Young v. Rybec, TP 21,976 (RHC Jan. 28, 1992); Chaney v. H. J. Turner Real Estate Co., TP 20,247 (RHC Mar. 24, 1990).

The Act, D.C. OFFICIAL CODE § 42-3502.05(d) (2001), provides:

Prior to the execution of a lease or other rental agreement after July 17, 1985, a prospective tenant of any unit exempted under subsection (a) of this section shall receive a notice in writing advising the prospective tenant that rent increases for the accommodation are not regulated by the rent stabilization program. (emphasis added).

The Act, D.C. OFFICIAL CODE § 42-3502.05(h) (2001), provides:

Each registration statement filed under this section shall be available for public inspection at the Division, and each housing provider shall keep a duplicate of the registration statement posted in a public place on the premises of the housing accommodation to which the registration statement applies. Each housing provider may, instead of posting in each housing accommodation comprised of a single rental unit, mail to each tenant of the housing accommodation a duplicate of the registration statement.

The Commission's rule, 14 DCMR § 4101.6 (1991), provides:

Each housing provider who files a Registration/Claim of Exemption form under the Act shall, prior to or simultaneously with the filing, post a true copy of the Registration/Claim of Exemption form in a conspicuous place at the rental unit or housing accommodation to which it applies, or shall mail a true copy to each tenant of the rental unit or housing accommodation.

Harmless error is error that does not violate a substantial right. Super. Ct.

Civ. R. 61 Harmless Error (2003) states:¹

¹ The Commission's rule, 14 DCMR § 4018.1, D.C. Reg. (Feb. 6, 1998) states:

When these rules are silent on a procedural issue before the Rent Administrator, issues must be decided by using as guidance the current rules of civil procedure published and followed by the Superior Court of the District of Columbia.

No error in either the admission or the exclusion of evidence and no error or defect in any ruling or order or in anything done or omitted by the court or by any of the parties is ground for granting a new trial or for setting aside a verdict or for vacating, modifying or otherwise disturbing a judgment or order, unless refusal to take such action appears to the court inconsistent with substantial justice. The court at every stage of the proceeding must disregard any error or defect in the proceeding which does not affect the substantial rights of the parties. (emphasis added.)

Cited in Heard v. Anderson, TP 23,836 (RHC June 20, 1996) (where the Commission determined the hearing examiner committed harmless error when he failed to identify all witnesses present at the hearing, and failed to identify all the evidence offered, since that evidence related to issues outside the hearing examiner's jurisdiction).

b. The Decision

The Commission reviewed the hearing testimony. The Housing Provider met his burden of proof on the issue of exemption based on four (4) or fewer rental units, with his testimony and exhibits of the Registration/Claim of Exemption Form and Tax Bill. However, the additional testimony of the Housing Provider and the Tenant was that he did not post the exemption form and did not mail a copy to the Tenant, as required by the Act and the rule, § 4101.6. There was also no statement in the Tenant's lease that her unit was exempt. The Housing Provider attempted to excuse his failure to comply with the Act and rule by introducing exhibits, the December 2000 and January 2001 notices to vacate, which showed the exemption number was on his notices to vacate received by the Tenant.

See Radwan v. District of Columbia Rental Hous. Comm'n, 683 A.2d 478 (D.C. 1996), where the court affirmed the Commission's reference to the rules of the Superior Court.

The Act gave the Tenant “the substantial right” to receive notice of the exemption “prior to the execution of [the] lease,” while she was a “prospective tenant.” D.C. OFFICIAL CODE § 42-3502.05(d) (2001). When the Housing Provider failed to follow the Act, he denied the Tenant the substantial right under the Act to receive advance notice of the exemption before she signed the lease. Therefore, the error of not giving the Tenant proper notice, as required by the Act and rule, that the rental property was exempt, coupled with the failure to post the exemption or mail it to the Tenant, was not harmless error. It was error which denied the Tenant a right given to her by the Act. Based on the substantial evidence in the record, this issue is denied and the ALJ is affirmed on his conclusion that the rental property was not exempt from the Act, based on the failure to notify the Tenant of the exemption.

C. Whether the property is exempt from D.C. OFFICIAL CODE § 42-3502.07-3502.15 (2001), and therefore the Housing Provider may raise the rent from \$540.00 to \$900.00.

In issues, A and B, the Commission held the rental property is not exempt, because the Housing Provider did not give the Tenant proper notice of the exemption, which denied the Tenant a substantial right under the Act. It logically follows that the Housing Provider could not raise the rent from \$540.00 to \$900.00 without following the mandates of D.C. OFFICIAL CODE §§ 42-3502.07-3502.15 (2001), as stated in the notice of appeal. For a rent increase to be proper on exempt property, the Tenant was entitled to notice of the exemption. See D.C. OFFICIAL CODE § 42-3502.05(d) & (h) (2001), 14 DCMR § 4101.9 (1991), which states:

Any housing provider who has failed to satisfy the registration requirements of the Act; pursuant to §§4101.3 or 4101.4 shall not be eligible for and shall not take or implement the following:

- (a) Any upward adjustment in the rent ceiling for a rental unit authorized by the Act;
- (b) Any increase in the rent charged for a rental unit which is not properly registered; or
- (c) Any of the benefits which accrue to the housing provider of rental units exempt from the Rent Stabilization Program. (emphasis added.)

One of the benefits which accrue to any housing provider who is exempt, is the ability to raise the rents without following D.C. OFFICIAL CODE § 42-3502.07- 3502.15 (2001), as stated in the notice of appeal, because the Act, D.C. OFFICIAL CODE § 42-3502.05(a) (2001), states, “Sections 42-3502.05(f) through 42-3502.19, except § 42-3502.17, shall apply to each rental unit in the District, except: ... (3) Any rental unit in any housing accommodation of 4 or fewer rental units, including any aggregate of 4 rental units....”

The Act, D.C. OFFICIAL CODE § 3502.05(h) (2001) and Commission’s rules, §§4101.3 and 4101.4 (1991), provide for filing the Registration/Claim of Exemption Form and compliance with the posting and mailing requirements, which implement the notice of exemption in writing as mandated by D.C. OFFICIAL CODE § 42-3502.05(d) (2001). In this appeal, the Housing Provider did not comply with the notice of exemption posting and mailing requirements, and therefore, he cannot benefit from the exemption form he filed. Accordingly, the ALJ is affirmed, on conclusions of law numbered two (2) and three (3), that the Housing Provider increased the Tenant’s rent by an amount larger than allowed by the Act, and failed to file the proper rent increase forms, since he was not exempt, due to his failure to either mail or post notice of the exemption, as well as, his failure to give notice prior to the Tenant signing the lease.

D. Whether the ALJ properly imposed treble damages on the Housing Provider based on bad faith and a demand for excess rent.

The ALJ made the conclusion of law that the rent increases were not allowed by the Act:

The rent increases implemented by Respondent were larger than the amount of increase allowed by any applicable provision of the Act, D.C. [sic] code § 42-3501.01 et seq. [sic] and exceeded the rent ceiling initially set in the lease between Respondent and Petitioner.

Decision at 13; see p. 3 above.

There were no findings of fact or conclusions of law in the ALJ's decision and order on bad faith and treble damages. The ALJ wrote in the text of the decision on bad faith and treble damages:

There is substantial evidence in the record that Respondent knowingly violated the Act and that his conduct toward Petitioner was sufficiently egregious to support a finding that he acted in bad faith toward Petitioner. See Fazekas v. Dreyfuss Brothers, Inc., supra. Respondent is therefore liable for treble damages.

OAD Decision at 10.

The Act, D.C. OFFICIAL CODE § 42-3509.01 (2001), provides:

Any person who knowingly (1) demands or receives any rent for a rental unit in excess of the maximum allowable rent applicable to that rental unit under the provisions of subchapter II of this chapter, or (2) substantially reduces or eliminates related services previously provided for a rental unit, shall be held liable by the Rent Administrator or Rental Housing Commission, as applicable, for the amount by which the rent exceeds the applicable rent ceiling or for treble that amount (in the event of bad faith) and/or for a roll back of the rent to the amount the Rent Administrator or Rental Housing Commission determines. (emphasis added).

As stated above, there were no findings of fact or conclusion of law on bad faith and treble damages. See pages 2 & 3, supra. That violated the District of Columbia Administrative Procedure Act (DCAPA), which states, “[e]very 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.”

D.C. OFFICIAL CODE § 2-509(e) (2001). Since the Commission is an appellate reviewing body, assuming findings of fact and conclusions of law are outside the jurisdiction of the Commission. Meir v. District of Columbia Rental Accommodations Comm’n, 372 A.2d 566, 568 (D.C. 1977). See also Medley v. Johnson, TP 27,565 (RHC July 23, 2004) where the Commission remanded for failure to make findings of fact on the Housing Provider’s behavior for a determination of bad faith and treble damages. Similarly, in this appeal, this issue is remanded for findings of fact and conclusions of law on the existing record and a new hearing is not ordered.

E. Whether the Housing Provider retaliated against the Tenant pursuant to D.C. OFFICIAL CODE § 3505.02(b) (2001).

D.C. OFFICIAL CODE § 42-3505.02. (2001), provides:

(a) No housing provider shall take any retaliatory action against any tenant who exercises any right conferred upon the tenant by this chapter, by any rule or order issued pursuant to this chapter, or by any other provision of law. Retaliatory action may include any action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit, action which would unlawfully increase rent, decrease services, increase the obligation of a tenant, or constitute undue or unavoidable inconvenience, violate the privacy of the tenant, harass, reduce the quality or quantity of service, any refusal to honor a lease or rental agreement or any provision of a lease or rental agreement, refusal to renew a lease or rental agreement, termination of a tenancy without cause, or any other form of threat or coercion.

(b) In determining whether an action taken by a housing provider against a tenant is retaliatory action, the trier of fact shall presume retaliatory action has been taken, and shall enter judgment in the tenant's favor unless the housing provider comes forward with clear and convincing evidence to rebut this presumption, if within the 6 months preceding the housing provider's action, the tenant:

(1) Has made a witnessed oral or written request to the housing provider to make repairs which are necessary to bring the housing

accommodation or the rental unit into compliance with the housing regulations;

(2) Contacted appropriate officials of the District government, either orally in the presence of a witness or in writing, concerning existing violations of the housing regulations in the rental unit the tenant occupies or pertaining to the housing accommodation in which the rental unit is located, or reported to the officials suspected violations which, if confirmed, would render the rental unit or housing accommodation in noncompliance with the housing regulations;

(3) Legally withheld all or part of the tenant's rent after having given a reasonable notice to the housing provider, either orally in the presence of a witness or in writing, of a violation of the housing regulations;

(4) Organized, been a member of, or been involved in any lawful activities pertaining to a tenant organization;

(5) Made an effort to secure or enforce any of the tenant's rights under the tenant's lease or contract with the housing provider; or

(6) Brought legal action against the housing provider.

The retaliation section of the Act applies to exempt, as well as non exempt property.

See Blakney v. Atlantic Terrace/Winn Mgmt., TP 24,972 (RHC Mar. 28, 2002).

Again, there was no finding of fact on retaliation, although the ALJ concluded, “[r]espondent has directed retaliatory action against Petitioner in violation of D.C. [sic] Code § 42-3505.02(b)[.]” Decision at 13. In Goodman v. District of Columbia Rental Hous. Comm’n, 573 A.2d 1293, 1301 (D.C. 1990), the court stated, “an appellate court may not assume the responsibility of the agency to make findings of fact, nor may it decide a case, in the absence of agency findings, on the basis of inferences or hunches drawn from what a lawyer said or did not say.” As stated in the previous issue, in the absence of findings of fact: 1) the Commission, an appellate reviewing body, cannot make the findings of fact, Meier, supra; 2) findings of fact are mandated by law in the DCAPA, D.C. OFFICIAL CODE § 2-509(e) (2001); and 3) where findings of fact are absent from the decision, it must be remanded for those missing findings of fact. Lack of

findings of fact and conclusions of law compels remand, Braddock v. Smith, 711 A.2d 835, 838 (D.C. 1998); Hedgman v. District of Columbia Hackers' License Appeal Bd., 549 A.2d 720, 723 (D.C. 1988). Accordingly, this issue is remanded for findings of fact on retaliation on the existing record. The fact finder must make findings of fact on the dates of the rent increases and the dates the Tenant made complaints against the Housing Provider for a determination of whether the Housing Provider's actions occurred within six (6) months of the Tenant's complaints. A new hearing is not ordered.

F. Whether the ALJ properly imposed treble damages based on an increase in rent that the Tenant never paid.

The law on this issue is that the demand (not the payment) for an illegal rent constitutes a violation of the Act for which a rent refund shall be awarded, whether or not the tenant pays the demanded rent. Kapusta v. District of Columbia Rental Hous. Comm'n, 704 A.2d 286, 287 (D.C. 1997).

The Act, D.C. OFFICIAL CODE § 42-3509.01 (2001), provides:

Any person who knowingly (1) demands or receives any rent for a rental unit in excess of the maximum allowable rent applicable to that rental unit under the provisions of subchapter II of this chapter... shall be held liable by the Rent Administrator or Rental Housing Commission, as applicable, for the amount by which the rent exceeds the applicable rent ceiling or for treble that amount (in the event of bad faith) and/or for a roll back of the rent to the amount the Rent Administrator or Rental Housing Commission determines. (emphasis added.)

The Act states and the court decided that the “demand” for an illegal rent can be the basis for a finding of bad faith and treble damages. However, in this appeal, the ALJ did not make a finding of fact on bad faith and treble damages, and therefore, the ALJ could not make an award of treble damages, based on the demand for an illegal rent.

However, the ALJ did make findings of fact numbered 4, 8, 9, 10, 11, and 12 on the illegal rent increases, and concluded:

The rent increases implemented by Respondent were larger than the amount of increase allowed by any applicable provision of the Act, D.C. [sic] code § 42-3501.01 et seq. [sic] and exceeded the rent ceiling initially set in the lease between Respondent and Petitioner.

Accordingly, the findings of fact and conclusions of law exist on the illegal rent increases. Therefore, this issue is remanded for the findings of fact and conclusion of law on bad faith and treble damages, as stated in issue D above.

G. Whether the fines were properly imposed.

The Act provides:

Any person who willfully (1) collects a rent increase after it has been disapproved under this chapter, until and unless the disapproval has been reversed by a court of competent jurisdiction, (2) makes a false statement in any document filed under this chapter, (3) commits any other act in violation of any provision of this chapter or of any final administrative order issued 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.

Decision at 13; supra, p. 3.

D.C. OFFICIAL CODE § 42-3509.01(b) (2001) (emphasis added.) See Meyers v. Smith, TP 26,129 (RHC Mar. 17, 2003) (to sustain a fine, the hearing examiner must make findings of fact and conclusions of law on whether the housing provider acted “willfully” in accordance with the requirement of Act); Gelman Mgmt. Co. v. Haka, TP 27,442 (RHC Sept. 26, 2003) (where the Commission reversed and vacated a fine because the hearing examiner did not make findings of fact or conclusion of law on whether the Housing Provider acted willfully under D.C. OFFICIAL CODE § 42-3509.01(b) (2001). Since in the

decision there is no finding of fact or conclusion of law that the Housing Provider acted willfully, the fine is reversed and vacated.

IV. THE CONCLUSION

Although the Housing Provider filed the Registration/Claim of Exemption Form, and gave testimony to support his claim of exemption, the Housing Provider did not properly notify the Tenant in accordance with the Act and the regulations that the rental unit was exempt under the Act. Accordingly, the Housing Provider was denied the exemption. The denial of the exemption meant that the Housing Provider was subject to and not exempt from D.C. OFFICIAL CODE § § 42-3502.05(f) - 42-3502.19 (2001). The increases in the Tenant's rent were not valid, because they were not preceded by proper notice to the Tenant.

The Commission remanded the issues of bad faith and treble damages, because the ALJ did not make findings of fact and conclusions of law on them. Similarly, the ALJ did not make findings of fact on retaliation, and that issue was remanded for findings of fact on retaliation. Finally, there was no finding of fact and conclusion of law on the fines, which were vacated.

SO ORDERED.


RUTH R. BANKS, CHAIRPERSON


RONALD A. YOUNG, COMMISSIONER

MOTIONS FOR RECONSIDERATION

Pursuant to 14 DCMR § 3823 (1991), final decisions of the Commission are subject to reconsideration or modification. The Commission's rule, 14 DCMR § 3823.1 (1991), provides, "[a]ny party adversely affected by a decision of the Commission issued to dispose of the appeal may file a motion for reconsideration or modification with the Commission within ten (10) days of receipt of the decision."

JUDICIAL REVIEW

Pursuant to D.C. OFFICIAL CODE § 42-3502.19 (2001), "[a]ny person aggrieved by a decision of the Rental Housing Commission ... may seek judicial review of the decision ... by filing a petition for review in the District of Columbia Court of Appeals." Petitions for review of the Commission's decisions are filed in the District of Columbia Court of Appeals and are governed by Title III of the Rules of the District of Columbia Court of Appeals. The court may be contacted at the following address and telephone number:

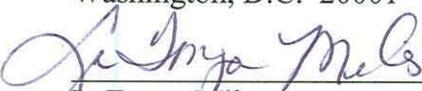
D.C. Court of Appeals
Office of the Clerk
500 Indiana Avenue, N.W.
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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Decision and Order in TP 27,262 was mailed by priority mail, with confirmation of delivery, postage prepaid this **2nd day of December, 2004**, to:

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