

DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

TP 27,362

In re: 531 Florida Avenue, N.W.

Ward One (1)

GLENN McCUTCHEN
Housing Provider/Appellant

v.

GEORGE MONROVIA SILVERS
Tenant/Appellee

DECISION AND ORDER

January 28, 2004

BANKS, CHAIRPERSON. This case is on appeal to the Rental Housing Commission from a decision and order issued by the Rent Administrator. The applicable provisions of the Rental Housing Act of 1985 (Act), 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. PROCEDURAL HISTORY

George M. Silvers, Tenant, filed Tenant Petition (TP) 27,362 on November 28, 2001. The tenant petition alleged: 1) reduction in services and facilities due to loss of electricity and the presence of pests; 2) improper notices to vacate; and 3) the box for other violations of the Act was checked without an indication of what was the other violation. The hearing was held before Attorney Examiner Desmond Brown on July 29, 2002,¹ and

¹ On August 19, 2002, pursuant to the District of Columbia Administrative Procedure Act, DCAPA, D.C. OFFICIAL CODE § 2-509 (2001); 14 DCMR § 4009.7 (1991), the attorney examiner issued an order in which

the decision and order issued on September 25, 2002. The decision and order contained the following findings of fact and conclusions of law:

Findings of Fact

After a careful evaluation and analysis of the evidence, the Examiner finds, as a matter of fact:

1. The subject property is located at 531 Florida Avenue, N.W., Washington, D.C.
2. George Monrovia Silvers is the Petitioner and has resided at the subject premises since March 2001, and at all times relevant to this matter. Since 1998, he has lived at the subject premises, or at one of several other properties that are owned by Respondent.
3. Many of the tenants who live in Respondent's buildings, including Petitioner, suffer from emotional, mental or social challenges.
4. Community Connections, which provides case management services to Mr. Silvers, arranged for the housing with Respondent. No written lease was executed by Petitioner and Respondent.
5. Community Connections pays Petitioner's rent from the proceeds of his Social Security Check. The Three Hundred Twenty-Five Dollar (\$325) monthly rent includes a furnished room, bathroom, cooking facilities, and a refrigerator.
6. At all relevant times to this matter, Glenn McCutchen, was the owner of the subject property.
7. Mr. McCutchen also owns three other rental properties within the District of Columbia. They are located at 811 11th Street, N.E., 18 Florida Avenue, N.E., and 505 Florida Avenue, N.E.
8. Respondent filed a Registration/Claim of Exemption Form on April 22, 1999, for 811 11th Street, N.E. This property, which contains 3 units, was assigned Registration Number 29908496 by RACD.

he took official notice of the registration and certificate of occupancy documents for the Housing Provider's properties. The attorney examiner gave the parties the opportunity to show contrary facts as required by the DCAPA, D.C. OFFICIAL CODE § 2-509(b) (2001).

9. Respondent filed a Registration/Claim of Exemption Form on May 25, 1999 for 18 Florida Avenue, N.E. This property, which contains 4 units, was assigned Exemption Number 526065 by RACD.
10. Respondent filed a Registration/Claim of Exemption Form on May 24, 2001, for 505 Florida Avenue, N.E. This property, which contains 3 units, was assigned Exemption Number 529150 by RACD.
11. Respondent has not filed a Registration/Claim of Exemption Form for 531 Florida Avenue, N.W. This property contains four units that are available for rental.
12. A Certificate of Occupancy was issued on April 4, 2000, for 531 Florida Avenue, N.W. It permitted the use of the building as a "rooming house."
- 12.[Sic] Electrical services within the subject premises were interrupted on several occasions. The electricity was off for three (3) weeks in March 2001, and the refrigerator, lights and other electrical appliances were not available for use by the Petitioner.
13. An oven in the apartment was not working for four (4) weeks in March 2001. The unit was replaced only after firefighters told the Respondent that the unit had to be replaced due to a possible gas leak.
14. There was no lock on the door of first floor apartment that was rented by Petitioner. As a result, he suffered from frequent, uninvited intrusions into his room. On December 1, 2001, he purchased and installed a lock on the door.
15. Respondent has served Petitioner with at least two (2) separate Notices to Correct or Vacate. A third notice, dated April 11, 2002, was also given to Petitioner. All three (3) of these notices contained false information regarding the exempt status of the building.

McCutchen v. Silvers, TP 27,362 (OAD Sept. 25, 2002) at 5 & 6 (Decision).

Conclusion of Law

Based on the foregoing Findings of Fact and Discussion, I conclude, as a matter of Law, that:

1. The Respondent has substantially reduced Petitioner's services and facilities by failing to timely abate the aggregated outstanding repairs

without proportionally reducing Petitioner's rent, in violation of D.C. Code § 42-3502.11, 14 DCMR § 4211.6, and 14 DCMR § 4216.2(u).

2. The Respondent did serve the Petitioner with a Notice to Vacate that violates the requirements of Section 501 of the Act;
3. The Petitioner has failed to prove, by a preponderance of the evidence, that the Respondent has violated the (unspecified) provisions of the Rental Housing Act of 1985;
4. The Respondent violated Subchapter II of the Act, by willfully failing to file with the Rent Administrator a Registration/Claim of Exemption form for the property at 531 Florida Avenue, N.W, and as required by D.C. Code § [sic] 45-2515(f), and a civil fine in the amount of Five Hundred Dollars (\$500.00) should be imposed for such conduct, pursuant to D.C. Code § 45-2591(b)(4);
5. The Respondent violated Subchapter IX of the Act by willfully filing with the Rent Administrator, on July 20, 2001, a Notice to Vacate pursuant to D.C. Code § 45-2551(a), which contained false information and a civil fine in the amount of One Thousand Dollars[sic] Five Hundred Dollars (\$1500.00) should be imposed for such conduct, pursuant to D.C. Code § 45-2591 (b)(2);
6. The Respondent violated Subchapter IX of the Act, by willfully filing with the Rent Administrator, on January 31, 2001, a Notice to Vacate pursuant to D.C. Code § 45-2551(a), which contained false information, and a civil fine in the amount of One Thousand Dollars[sic] Five Hundred Dollars (\$1500.00) should be imposed for such conduct, pursuant to D.C. Code 45-2591(b)(2); and
7. The Respondent violated Subchapter IX of the Act, by willfully filing with the Rent Administrator, on April 11, 2002, a Notice to Vacate pursuant to D.C. Code § 45-2551(a), which contained false information, and a civil fine in the amount of One Thousand Dollars[sic] Five Hundred Dollars (\$1500.00) should be imposed for such conduct, pursuant to D.C. Code § 45-2591(b)(2).

Decision at 14.

On October 15, 2002, the Housing Provider filed a motion for extension of time to file a motion for reconsideration. On November 6, 2002, Administrative Law Judge Henry McCoy treated the motion as a motion for reconsideration and a motion to enlarge

the time to file a motion for reconsideration. He denied both motions on November 6, 2002.²

II. THE APPEAL

On November 18, 2002, the Housing Provider filed in the Commission a notice of appeal, which states as follows:

I am Filing [sic] an appeal because the evidence be [sic] reconsidered because some documents were not available at the time of the hearing – [sic] I am also requesting a review by the Rental Housing Commissioner[sic]

Petititon [sic] exhibit [sic] No. 1

1. Front window was repaired
2. Floor tile was repaired.
3. Trash was removed -
4. Hot water heater was always operating properly -
5. Fire hazared [sic] materials were removed -
6. Is an Electrical junction box and does not violate electric code
7. Second floor window was repaired
8. Toilet was repaired-
9. Hot water always worked properly-
10. Smoke detectors was [sic] replaced
11. Peeling paint was repaired -
12. Front door was repaired-
13. Problem with First Floor kitchen was corrected -
14. Oven was replaced -
20. [sic] There was no retaliation against Mr. Silvers –

Finding and Facts

12. [sic] Electrical service was never interrupted - I have asked pepco [sic] for a usage or billing history as a means of proof I am yet to receive it -
13. The stove has always worked -
14. Mr. Silvers has always had a lock on his first floor door - he changed the lock for his own reason. But he has always had a lock - I would go in Mr. Silvers[sic] room when I knew he wasn't there (I would see him on the street) and I would encounter those that Mr. Silvers had sublet the place to - And I didn't know they were there - And that's were the problem came in when I

² Attorney Desmond Brown was no longer employed as a attorney examiner when the Housing Provider filed the motion.

would encounter those that Mr. Silvers had moved in without my knowledge[]

Evaluation and Legal Analysis of Evidence-

I [sic]

1. I was trying to get a lawyer to handle these matters - The place is not transient – working people would move into the building but with the Availability [sic] of drugs in the building they get involved and can't pay there [sic] rent – Mr. Silvers has created this problem of Drugs [sic] in the building by making his quarters available to drug dealers – That's why I would always move him from place to place because it always happen at each location- (see notice to vacate date 1-31-02) I wanted to address this at the hearing but was interrupted-I have also requested police intervention many times but they never show up. I have had to fight the drug dealers single handedly – They flat all four of my tires, they put sugar in my gas tank, and they burned the car up – all from Mr. Silvers Associates -
2. I have never seen evidence of Fleas [sic], lice, or ticks – when I went in Mr. Silvers room for a general inspection to correct anything That I may had [sic] found-He Responded by changing The [sic] Lock [sic]- If there were [sic] something that need [sic] my attention he never made it know [sic] to me-

II

2. [sic] There was never a service disruption for more than a few hours and who ever says otherwise is just lying-
3. Stove was replaced as soon as I determined that, I [sic] was the best was to remedy the problem.

There was no substantial reduction in the services to Mr. Silvers- All utilities were always operational – and I had a couple of different people that would keep the place clean - The building has two stoves and They [sic] both always worked, when They [sic] needed replacing it was done promptly-

Enclosed you will find a statement from the Gas Co. disposing Mr. Silvers aligations [sic] of no hot water- And stove not working for 3 weeks (pepco has yet to respond)[] But Mr. Silvers has not payed [sic] any excesses because his services was [sic] not reduced at all[]

Claim of Exemption

I thought this Form had to filled out, as part of the license process- I' [sic] am sure I filled one out but what happen to it I have no [] And I am sure I

claim exemption as I did with my last property at 505 Fla Ave. [sic] My understanding of exemption was less than 5 units- and units are buildings, That's the way I understood what was explained to me-(Enclosed is where I claim Exemption for 505[]

Notice to Vacate

When ever I had to fill out one of those Forms I would refer to a previous Filing [sic] and copy that information- I didn't know there were different numbers- I was arnest [sic] mistake- I did not willfully dicieive [sic] anyone I just transferred The information from one form to another – trying to get it right- They cann't locate The form in the office[] But I am sure I would have check exempt because of my understanding of the question-

Conclusion of Law

1. The services were not reduced - see record from Gas Co.-
2. An Arnest [sic] mistake I thought all the numbers were the same and Could be copied from one form to the other-
3. Mr. Silvers has a constant flow of drug traffic.
4. I Thought that form had to be completed as part of the license process, and I would have check Exempt[]
- 5.
6. An Arnest [sic] Mistake [sic]
- 7.

Thank you
Glen McCutchen
11-18-02

III. THE APPEAL ISSUES

Based on the text of the above quoted notice of appeal, the Commission determined the following issues were raised:

- A. Whether the Commission can reconsider the evidence presented at the hearing, and consider the evidence submitted with the notice of appeal.
- B. Whether the record contains substantial evidence of reduction of services and facilities.
- C. Whether the record contains substantial evidence of retaliation.
- D. Whether the record contains substantial evidence to support the attorney examiner's rulings on registration?

- E. Whether the record contains substantial evidence to support the attorney examiner's rulings on the notice to vacate?

III. THE DISCUSSION AND DECISION ON THE ISSUES

A. Whether the Commission can reconsider the evidence presented at the hearing, and consider evidence submitted with the appeal.

The Commission's rules provide: "The Commission shall not receive new evidence on appeal." 14 DCMR § 3807.5 (1991). The Housing Provider made several statements in his notice of appeal that were not made as testimony at the hearing. Among the new statements, which were not testimony or evidence at the hearing, but are written in the notice of appeal are:

I have never seen evidence of Fleas [sic], lice, or ticks – when I went in Mr. Silvers [sic] room for a general inspection to correct anything that I may had [sic] found-He Responded by changing the Lock-If there were something that need [sic] my attention he never made it know [sic] to me-

Notice of Appeal at unnumbered page 4.

Enclosed you will find a statement from the Gas Co. disposing Mr. Silvers aligations [sic] of no hot water- And stove not working for 3 weeks (pepco has yet to respond)[] But Mr. Silvers has not payed [sic] any excesses because his services was [sic] not reduced at all[]

Notice of Appeal at unnumbered page 5.

The Housing Provider requested in the notice of appeal that the Commission reconsider the evidence presented at the hearing. The Commission cannot reconsider evidence, because the Act requires it to review decisions of the Rent Administrator. Meir v. District of Columbia Rental Hous. Comm'n, 372 A.2d 566, 568 (D.C. 1977) makes clear that the attorney examiner or Rent Administrator makes the initial final decision, and the Commission is limited to its review functions, D.C. OFFICIAL CODE § 42-

3502.16(h) (2001). Therefore, this issue is granted for review of the hearing record, but denied for reconsideration, pursuant to 14 DCMR § 4013 (1991), and admission of new statements, as written by the Housing Provider. See also 14 DCMR § 3807.1 (1991) for the Commission's authority to review decisions.

B. Whether the record contains substantial evidence of reduction of services and facilities.

The Housing Provider raised issues from the Petition, by stating:

Petititon [sic] exhibit [sic] No. 1

- a. Front window was repaired
- b. Floor tile was repaired.
- c. Trash was removed -
- d. Hot water heater was always operating properly -
- e. Fire hazared [sic] materials were removed -
- f. Is an Electrical junction box and does not violate electric code
- g. Second floor window was repaired
- h. Toilet was repaired-
- i. Hot water always worked properly-
- j. Smoke detectors was [sic] replaced
- k. Peeling paint was repaired -
- l. Front door was repaired-
- m. Problem with First Floor kitchen was corrected -
- n. Oven was replaced -

Notice of Appeal at unnumbered pages 1-2.

In contrast to the Housing Provider's list, the attorney examiner found as facts:

- 12.[Sic] Electrical services within the subject premises were interrupted on several occasions. The electricity was off for three (3) weeks in March 2001, and the refrigerator, lights and other electrical appliances were not available for use by the Petitioner.
13. An oven in the apartment was not working for four (4) weeks in March 2001. The unit was replaced only after firefighters told the Respondent that the unit had to be replaced due to a possible gas leak.
14. There was no lock on the door of first floor apartment that was rented by

Petitioner. As a result, he suffered from frequent, uninvited intrusions into his room. On December 1, 2001, he purchased and installed a lock on his door.

Decision at 6.

Based on the findings of fact, the attorney examiner did not decide the reduction of services and facilities in this case on all the items listed by the Housing Provider in the notice of appeal. Specifically, the attorney examiner did not mention items listed as:

1. Front window was repaired
2. Floor tile was repaired.
3. Trash was removed –
4. ...
5. Fire hazared [sic] materials were removed –
6. ...
7. ...
8. Toilet repaired-
9. ...
10. Smoke detectors was [sic] replaced
11. Peeling paint was repaired -
12. Front door was repaired-
13. Problem with First Floor kitchen was corrected -
14. ...

The Housing Provider testified at the hearing about the front window, trash, toilet, fire hazard materials (near boiler) and smoke detector, which were not mentioned in the findings of fact on reduction of services. The Housing Provider did not testify about the floor tile repaired, first floor kitchen, peeling paint, and the attorney examiner did not make findings of fact on those items.

The attorney examiner determined that the Housing Provider substantially reduced the related services and facilities of:

1. electrical outages, affecting the lights, refrigerator and microwave (finding of fact 12 [sic];
2. broken stove (finding of fact 13);
3. lack of privacy (finding of fact 14); and
4. moving the Petitioner to different boarding houses (finding of fact 2).

Decision at 8.

The Housing Provider did not testify about the pest infestation, and lack of privacy, and cannot introduce new evidence in an appeal on those issues, 14 DCMR § 3807.5 (1991). Moreover, the attorney examiner determined that the Tenant could not recover damages for the pest problem, because he did not present evidence regarding the length or duration of the pest problem. Decision at 8. Finally, the attorney examiner did not make a finding of fact or a conclusion of law about the pests.

The Housing Provider testified at the hearing, in contradiction to the Tenant, that the electricity was never cut off at the housing accommodation. Thereby, he denied that electrical outages affected the lights, refrigerator and microwave. The Housing Provider asserted that the hot water heater always worked, and was not broken. The Housing Provider testified that he moved the Tenant from one housing accommodation to another for his best interests and that the Tenant agreed to the moves.

It is the duty of the attorney examiner to determine the credibility of witnesses. Citywide Learning Center v. William C. Smith, 488 A.2d 1310 (D.C. 1985). The Commission will not disturb an examiner's finding that is supported by substantial evidence in the record. Reich & Young v. Scullin, TPs 22,093 & 22,094 (RHC Mar. 31, 1993). Credibility findings are given deference and will not be disturbed, see, Eilers v. Bureau of Motor Vehicle Servs., 583 A.2d 677 (D.C. 1990); Gray v. Davis, TP 23,081 (RHC Dec. 7, 1993).

On the privacy issue, the Housing Provider wrote in the Notice of Appeal:

Mr. Silvers has always had a lock on his first floor door - he changed the lock for his own reason. But he has always had a lock - I would go in Mr.

Silvers[sic] room when I knew he wasn't There (I would see him on the street) and I would encounter those that Mr. Silvers had sublet the place to - And I didn't know they were there - And that's were [sic] the problem came in when I would encounter Those [sic] that Mr. Silvers had moved in without my knowledge-[]

Notice of Appeal at unnumbered pages 2 & 3.

The Housing Provider's statement quoted above is new evidence, because he did not give this testimony at the hearing. According to 14 DCMR § 3807.5 (1991) it is new evidence, which may not be considered on appeal.

The attorney examiner had two witnesses who testified in contradiction to each other on the facts about the electricity cut off, hot water, privacy, and moving the Tenant from one rental unit to another. The hearing record had substantial evidence from the Tenant to support the attorney examiner's findings of fact. Therefore, this issue is denied and the attorney examiner is affirmed.

C. Whether the record contains substantial evidence of retaliation.

On appeal, the Housing Provider asserted there was an issue about retaliation against the Tenant, by stating, "20.[sic] There was no retaliation against Mr. Silvers -" Notice of Appeal at unnumbered page 2. A review of the decision and order showed that the attorney examiner did not make a finding of fact nor a conclusion of law about retaliation. See D.C. OFFICIAL CODE § 42-3505.02 (2001). Accordingly, this issue is dismissed, because there is nothing to consider in the record on appeal.

D. Whether the record contains substantial evidence to support the attorney examiner's ruling on registration.

The Housing Provider raised an issue related to registration by writing in the notice of appeal:

Claim of Exemption

I thought this Form had to [be] filled out, as part of the license process- I [sic] am sure I filled one out but what happen to it I have no [] And I am sure I claim exemption as I did with my last property at 505 Fla [sic] Ave. My understanding of exemption was less than 5 units- and units are buildings, That's the way I understood what was explained to me - (Enclosed is where I claim Exemption for 505)[] (emphasis added.)

The attorney examiner made the following findings of fact, numbered 7 through 11 on registration:

Mr. McCutchen also owns three other rental properties within the District of Columbia. They are located at 811 11th Street, N.E., 18 Florida Avenue, N.E., and 505 Florida Avenue, N.E.

Respondent filed a Registration/Claim of Exemption Form on April 22, 1999, for 811 11th Street, N.E. This property, which contains 3 units, was assigned Registration Number 29908496 by RACD.

Respondent filed a Registration/Claim of Exemption Form on May 25, 1999 for 18 Florida Avenue, N.E. This property, which contains 4 units, was assigned Exemption Number 526065 by RACD.

Respondent filed a Registration/Claim of Exemption Form on May 24, 2001, for 505 Florida Avenue, N.E. This property, which contains 3 units, was assigned Exemption Number 529150 by RACD.

Respondent has not filed a Registration/Claim of Exemption Form for 531 Florida Avenue, N.W. This property contains four units that are available for rental.

Decision at 5 & 6.

The Act provides for exemption from rent control for:

Any rental unit in any housing accommodation of 4 or fewer rental units, including any aggregate of 4 rental units whether within the same structure or not... (emphasis added.)

D.C. OFFICIAL CODE § 42-3502.05(a)(3) (2001).

At the hearing, the Housing Provider testified as to the address and the number of rental units at each address. Excluding the property where the Tenant rented, the Housing Provider admitted that he owned ten (10) rental units in three (3) other buildings. The Housing Provider testified that he believed that each building or housing accommodation constituted one rental unit, because “that’s what someone told him.”

The Housing Provider was misinformed about the law, as quoted above. The four rental units, which may be exempt from rent control, are aggregated, meaning added to each other, the sum, entire number, or total amount,³ “whether in the same structure or not.” D. C. OFFICIAL CODE § 42-3502.05(a)(3) (2001). See Revithes v. District of Columbia Rental Hous. Comm’n, 536 A.2d 1007 (D.C. 1987) (where the court affirmed the Commission’s ruling that an owner of two housing accommodations with three rental units in each for a total of six rental units was not exempt from rent control under the Act. Further, the court sustained the fine for failure to report ownership and registration of one of the housing accommodations). Similarly, in the instant case, the housing accommodation, where the Tenant lived, was not registered, and the Housing Provider was fined \$500.00 for that violation of the Act. D.C. OFFICIAL CODE § 42-3502.05(f) (2001). The actual number of rental units owned by the Housing Provider is more than four units, therefore, he is not eligible for the small housing provider exemption, because he owns and rents more than four rental units. Accordingly, this issue is denied because

³ HENRY C. BLACK, Blacks Law Dictionary, 5th ed. (1979);

there was substantial evidence in the record to support the attorney examiner's rulings on registration. The attorney examiner is affirmed.

E. Whether the record contains substantial evidence to support the attorney examiner's ruling on the notice to vacate?

The Housing Provider raised the issue of improper notice to vacate by writing in the notice of appeal, as follows:

Notice to Vacate

When ever I had to fill out one of those Forms I would refer to a previous Filing [sic] and copy that information- I didn't know There were different numbers- I was arnest [sic] mistake- I did not willfully dicieive [sic] anyone I just transferred the information from one form to another – trying to get it right- They cann't [sic] locate The form in the office[] But I am sure I would have check exempt because of my understanding of the question-

Notice of Appeal at unnumbered pages 6-7.

The attorney examiner made the following finding of fact, numbered 15:

Respondent has served Petitioner with at least two (2) separate Notices to Correct or Vacate. A third notice, dated April 11, 2002, was also given to Petitioner. All three (3) of these notices contained false information regarding the exempt status of the building.

Decision at 6.

In the decision the attorney examiner stated:

Evidence was presented that the Petitioner received several Notices to Vacate. One such notice was attached to the tenant petition. The notice was on a form that is distributed by the Rent Administrator. It was signed by the housing provider, and then filed with the Rent Administrator on July 20, 2001.

The notice contains an area to certify whether the "property is Exempt and that a Registration/Claim of Exemption has been filed with the RACD." This area, which was completed by the Respondent, indicates that the property was assigned the exemption number 529150.

Although the use of an incorrect exemption number might be excusable in some contexts, several factors tend to show that the Respondent's use of an exemption number was neither an inadvertent error nor a mistake. First, the Respondent knew that an exemption number did not exist for the subject property, because he never filed a Registration/Claim of Exemption Form with the RACD. Second, the Exemption number that was used, 529150, was taken from the Registration/Claim of Exemption Form for 505 Florida Avenue, N.E. Third, on the Notice to Vacate, dated January 31, 2002, the form bears a different exemption number. The number used, 526065, was issued for the property at 18 Florida Avenue, N.E. And Fourth, the Notice to Vacate, dated April 11, 2002, contains a third number, 40001715, that is not an exemption number at all. It is the license number for the rooming house that is located at 531 Florida Avenue [sic]."

Decision at 12.

Upon review of the attorney examiner's recitation of the information found on the Notices to Vacate and review of the documents related to registration, the Commission determines that the attorney examiner had substantial evidence in the record to support his finding of fact that the Housing Provider used "false information regarding the exempt status of the building," as stated in finding of fact 15. Based on this finding of fact the Housing Provider was fined \$1500.00 for each improper Notice to Vacate. Decision at 14. Based on the substantial evidence in the record related to the false information on the registration documents and the failure to register the housing accommodation where the Tenant lives, the attorney examiner is affirmed.

IV. CONCLUSION

The Commission granted issue A for review of the decision and order of the attorney examiner, pursuant to the Commission's powers as stated in D.C. OFFICIAL CODE § 42-3502.16(h) (2001). The attorney examiner is affirmed on issues B (reduction of services

and facilities), D (registration), and E (notices to vacate). Issue C was dismissed, because the attorney examiner did not make a finding of fact or conclusion of law on retaliation.

SO ORDERED.


RUTH R. BANKS, CHAIRPERSON


JENNIFER M. LONG, 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's Rule, D.C. App. R. 15(a), provides in part: "Review of orders and decisions of an agency shall be obtained by filing with the clerk of this court a petition for review within thirty days after notice is given, in conformance with the rules or regulations of the agency, of the order or decision sought to be reviewed ... and by tendering the prescribed docketing fee to the clerk." 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., 6th Floor
Washington, D.C. 20001
(202) 879-2700

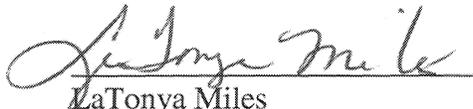
CERTIFICATE OF SERVICE

I certify that a copy of the foregoing (Decision and Order in TP 27,362 was mailed by priority mail, with confirmation of delivery, postage prepaid this **28th day of January, 2004**, to:

George Monrovia Silvers
531 Florida Avenue, N.W.
Washington, D.C. 20002

George Monrovia Silvers
c/o Tolu Tolu
P.O. Box 48331
Washington, D.C. 20002

Glenn McCutchen
P.O. Box 48277
Washington, D.C. 20002



LaTonya Miles
Contact Representative
(202) 442-8949