

DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

TP 27,887

In re: 5204 3rd Street, N.W., Unit 11

Ward Four (4)

GREGORY HEMBY
Tenant/Appellant

v.

RESIDENTIAL RESCUE, INC.
Housing Provider/Appellee

DECISION AND ORDER

April 16, 2004

LONG, COMMISSIONER. This case is on appeal from the Department of Consumer and Regulatory Affairs (DCRA), Rental Accommodations and Conversion Division (RACD), to the Rental Housing Commission (Commission). 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, 14 DCMR §§ 3800-4399 (1991), govern the proceedings.

I. PROCEDURAL HISTORY

Gregory Hemby filed Tenant Petition (TP) 27,887 on June 24, 2003 with the Housing Regulation Administration (HRA). In the petition, Mr. Hemby identified Residential Rescue, Inc., as the landlord, Harold H. Huggins Realty, Inc., as the property manager, and 5204 3rd Street Cooperative Association, as the owner. He alleged that the named housing providers failed to properly register the housing accommodation,

substantially reduced his services and facilities, and served a notice to vacate that violated § 501 of the Act.

The HRA scheduled the matter for a hearing on August 19, 2003 and issued hearing notices to the tenant and each housing provider that the tenant listed in the petition. Hearing Examiner Carl Bradford convened the hearing on August 19, 2003. The tenant appeared; however, none of the housing providers attended the scheduled hearing. The hearing examiner indicated that the record reflected that proper notice was mailed to all of the parties. As a result, the hearing examiner held the hearing and received the tenant's testimony. On November 12, 2003, Hearing Examiner Bradford issued the decision and order, which contained the following findings of fact and conclusions of law.

Findings of Fact

1. The subject housing accommodation is a multi-unit apartment building located at 5204 3rd Street, N.W., Washington, D.C. Petitioner rents apartment 11 in the housing accommodation.
2. Petitioner has resided in the subject premises since June 27, 2002 and at all times relevant to this Petition.
3. Residential Rescue, Inc. has managed the subject premises at all relevant times and is the Respondent in this matter.
4. The Respondent failed to make timely repairs in the unit after being put on notice of violations.
5. Petitioner on October 9, 2002 contacted the D.C. Housing Inspection Division to inspect unit #11.
6. The Petitioner contacted the Respondent on at least three different occasions about making repairs to his unit.
7. The Petitioner did provide Respondent with written notice of alleged defects in the apartment #11.

8. Housing code violations which were made known to Respondent were not repaired in a timely manner.
- 10.¹ The evidence did not support a finding of substantial housing code violations in the housing accommodation.
11. The evidence did not support a finding that services or facilities have been reduced.
12. There was no documentation of the improper notice to vacate the housing accommodation.
13. Respondent did not collect a security deposit of \$1250.00 while the rent was only \$625.00.

Hemby v. Residential Rescue, Inc., TP 27,887 (RACD Nov. 12, 2003) at 2-3.

Conclusions of Law

1. The subject rental accommodation is not properly registered under the Rental Housing Act of 1985 pursuant to D.C. Official Code § 42-3502.11 [sic] (2001).
2. No rent increases were implemented by the Respondent on the subject property while the unit was not in substantial compliance in violation of 14 DCMR § 4205.5.
3. The Respondent did not substantially reduce services and facilities to the subject accommodation in violation of D.C. Official Code § 42-3502.12 [sic] (2001).
4. Respondent is fined \$250.00 for failing to register the property 5204 3rd Street, N.W. pursuant to D.C. Official Code § 42-3505.11 [sic] (2001).

Id. at 8. The hearing examiner concluded the decision by ordering the housing provider to pay a fine in the amount of \$250.00 for violating D.C. OFFICIAL CODE § 42-3502.16 [sic] (2001).

The housing provider, Residential Rescue, Inc., filed a motion for reconsideration of the hearing examiner's decision and order. There is no response to the motion for

¹ The hearing examiner did not include the number 9 in the findings of fact.

reconsideration in the record. On December 2, 2003, the tenant appealed the hearing examiner's decision. The Commission held the appellate hearing on February 10, 2004.

II. ISSUES ON APPEAL

The tenant raised the following issues in the notice of appeal.

- A. Under "Procedural History" the Hearing Examiner failed to include and cite both respondents even though both were serve [sic] notice.
- B. Under "Issues Considered" the examiner failed to apply or equitably consider rent abatement according to evidenced [sic] adduced and submitted or to justifiable [sic] consider the value of such affected services.
- C. Under "Findings of Fact" item number 3 is a wrong finding of fact. Residential Rescue, Inc. leased the property from Harold H. Huggins Realty, Inc. Harold H. Huggins Realty, Inc. was the property management company in charge of the daily and routine maintenance and care of the property.
- D. Under "Findings of Fact" item number 10 is in clear error on its face based upon the record and evidence presented and submitted providing that substantial housing code violations did in fact exist and occurred for more than a year. **Further, the Hearing Examiner did not include the most recent compilation of housing code violations that were submitted to the record. These violations were cited in July 2003 which includes a collapsed living room ceiling not being abated and bathroom facilities continuously not working for more than eight months.**
- E. Under "Findings of Fact" for item number 11, the Hearing Examiner did not apply all evidence submitted that would or could possibly be considered to support a finding that my services and facilities were in fact reduced by the length of time that housing code violations occurred and [sic] not being addressed.
- F. Under "Summary of Testimony" the Hearing Examiner has lacked a competent detailed chronology that was presented with exhibits. Housing Inspection Division inspected my unit December 9, 2002 and again in July 2003. Neighborhood Stabilization Division Records were submitted and the dates could not be misstated or misinterpreted thus showing substantial housing code violations.

- G. Under "Evidence and Pleadings Considered" the Hearing Examiner did not list all of the exhibits submitted for the record which included pictures.
- H. Under "Evaluation and Analysis of the Evidence" Respondent, Harold H. Huggins Realty, Inc. was cited by the DCRA Building and Land Regulation Administration concerning structural integrity housing code violations and electrical housing code violations. These additional housing code violations were cited in September, one month after this petition was heard on August 19, 2003. In addition, the Hearing Examiner was presented with a DC Health Department Report that include [sic] pictures concerning how dangerous and unsafe the condition of the collapsed living room ceiling [sic]. This report was submitted for the record and I testified to this inspection. The Hearing Examiner failed to consider or acknowledge these facts and evidence.
- I. Under "Whether the property was properly registered as required by the Rental Housing Act?" Harold H. Huggins Realty, Inc. was not cited pursuant to D.C. Official Code 42-3502.05(f) (2001).
- J. Under "Remedies" petitioner asserts that from all evidence adduced that he was and has not been adequately compensated with specified and directed treble damages as a result of proven violations over time.
- K. Under "Conclusions of Law" the Hearing Examiner does not justifiable [sic] or equitably construes [sic] all evidence, exhibits and testimony adequately.
- L. The "Order" does not specifically Grant [sic] treble damages from both Respondents as appropriate.

Notice of Appeal at 1-2.

III. DISCUSSION

A. Whether the hearing examiner erred when he failed to include and cite both housing providers even though both were served notice.

When the tenant filed the petition, he listed three entities in the section of the

petition that is reserved for the housing provider.² The tenant listed Residential Rescue, Inc., and identified it as the landlord; he identified Harold H. Huggins Realty, Inc., as the property manager, and he listed 5204 3rd Street Cooperative Association as the owner.³ When the HRA issued the hearing notices, it sent a hearing notice to each housing provider that the tenant listed in the petition. When no one appeared on behalf of the housing providers, the hearing examiner noted that the agency mailed notices to the three parties that the tenant identified in the petition. However, the hearing examiner only included Residential Rescue, Inc. in the caption of the decision and order.⁴

The rules that govern captions in contested proceedings before the Rent Administrator contain the following provisions:

In order to achieve uniformity of pleadings before the Rent Administrator in all contested proceedings arising under this Act, and to ensure that the rights and liabilities of proper parties in interest are secured, all cases arising from complaints and petitions shall be properly captioned as provided in this section.

14 DCMR § 3905.1 (1991).

Captions shall contain the RACD case number; the address of the housing accommodation; the ward wherein the housing accommodation is located; the name of the tenant or tenants' association; and the name of the housing provider as listed on the registration statement; Provided, however, that if the management agent represents the housing provider in any proceeding, the management agent shall also be listed in the caption and identified as the agent.

² The Act defines a housing provider as "a landlord, an owner, lessor, sublessor, assignee, or their agent, or any other person receiving or entitled to receive rents or benefits for the use or occupancy of any rental unit within a housing accommodation within the District." D.C. OFFICIAL CODE § 42-3501.03(15) (2001).

³ When the tenant filed the petition, he listed 5204 3rd Street Cooperative Association as the owner. However, the tenant has not challenged the hearing examiner's decision to exclude 5204 3rd Street Cooperative Association from the caption. See *infra* Issues B and C. As a result, the Commission will not consider the absence of 5204 3rd Street Cooperative Association from the caption.

⁴ The decision and order contains a certificate of service, which reflects that the agency mailed a copy of the decision and order to Harold H. Huggins, Jessie Banks at Residential Rescue, Inc., and Gregory Hemby, the tenant.

14 DCMR § 3905.2 (1991).

The Commission remands this matter to the hearing examiner with instructions to include all of the appropriate parties in the caption. If the hearing examiner does not include Harold H. Huggins Realty, Inc. and Residential Rescue, Inc., in the caption, the hearing examiner shall explain why he excluded the entity from the caption and cite the legal authorities that support the exclusion. See Dias v. Perry, TP 24,379 (RHC Apr. 20, 2001); D.C. OFFICIAL CODE § 42-3501.03(15) (2001).

- B. Whether Finding of Fact 3 is a wrong finding of fact since Residential Rescue, Inc. leased the property from Harold H. Huggins Realty, Inc., which was the property management company in charge of the daily and routine maintenance and care of the property.**
- C. Whether the hearing examiner erred under “Whether the property was properly registered as required by the Rental Housing Act?” because Harold H. Huggins Realty, Inc. was not cited pursuant to D.C. OFFICIAL CODE § 42-3502.05(f) (2001).**

The hearing examiner found that Residential Rescue, Inc. managed the housing accommodation at all relevant times and was the Respondent. Finding of Fact 3. The hearing examiner did not issue findings of fact concerning Harold H. Huggins Realty, Inc., which is one of the entities that the tenant named as a housing provider in the petition. See discussion supra Part III.A.

For the reasons cited in Issue A supra, the Commission vacates Finding of Fact 3 and instructs the hearing examiner to determine the function and role of Residential Rescue, Inc. and Harold H. Huggins Realty, Inc., which the tenant named as housing providers in the petition. The hearing examiner shall issue findings of fact concerning the status of Harold H. Huggins Realty, Inc., and Residential Rescue, Inc. The hearing

examiner shall determine who the housing providers are, place the names of the parties in the caption, and assess the appropriate penalties, if any, against them.

- D. Whether under the “Summary of Testimony” the hearing examiner lacked a competent detailed chronology that was presented with exhibits including Neighborhood Stabilization Division records that were submitted with the dates that could not be misstated or misinterpreted thus showing substantial housing code violations (Housing Inspection Division inspected unit December 9, 2002 and in July 2003).**
- E. Whether the hearing examiner failed to list under “Evidence and Pleadings Considered” all of the exhibits, including pictures, submitted for the record.**
- F. Whether the hearing examiner erred when he failed to consider or acknowledge the D.C. Health Department Report that included pictures concerning the dangerous and unsafe condition of the collapsed living room ceiling, which the tenant testified to and submitted for the record.**

In the notice of appeal and in his argument during the Commission’s hearing, the tenant asserted that he introduced housing inspection reports, photographs, and other documents that the hearing examiner did not place in the record or consider in his written decision. The Commission reviewed the tape from the hearing below and found support for the tenant’s assertions.

When Hearing Examiner Bradford convened the hearing, the housing providers did not appear. The tenant appeared pro se.⁵ After reviewing the record and finding that the housing providers were properly served, the hearing examiner moved into the evidentiary portion of the hearing. The hearing examiner administered the oath to the tenant and informed the tenant that he had to meet his burden of proof even though the housing providers did not appear. Immediately thereafter, the hearing examiner told the tenant to proceed with his testimony. The tenant complied and presented his case.

⁵ The tenant petition contains the name of a tenant representative. When the tenant appeared for the hearing, he indicated that he was proceeding without a representative.

The tenant, who did not have the assistance of counsel, testified about the conditions in his unit and the problems that he encountered throughout his tenancy. The tape recording of the hearing reflects that the tenant offered several documents to support his claims. The hearing examiner did not utter a word during the tenant's presentation or acknowledge the introduction of the documents. The following excerpts from the hearing illustrate the tenant's efforts to introduce evidence.

Tenant: On June 24, 2003, I filed a petition with this office. On July 1, 2003, I received at my place of work a faxed letter by my landlord and signed by the property manager requesting return of the apartment keys and move out inspection. ... This is a copy of what they sent me.

Tenant: On July 7, 2003 my living room ceiling collapsed. I requested a housing inspection. On July 8th, because of the emergency, I called DCRA Housing Regulation Administration for an emergency inspection. On July 9th, the housing inspection was done by Kevin Jackson. The current and previous violations cited and notices served to the property owner, property management and owner. Here's [sic] the copies, the lists of all of the violations that were served. It's in the record.

Tenant: On July 14, 2003 the Department of Health conducted an inspection. Here is their report and the pictures from the Department of Health. It indicates airborne fiberglass materials, which are hazardous.

Tenant: On July 17, 2003, I sent a letter to the property manager and to my landlord. This letter was by Neighborhood Legal Services regarding D.C. Housing Regulations prescribing the form a notice to quit must adhere to. This letter right here. Attached is a copy of Police Chief Ramsey's circular on self-help evictions from Neighborhood Legal Services. I think it's in the record. It might not be in the record.

Tenant: On July 18th I sent my landlord a letter requesting emergency temporary housing and repairs to cure the existing and historical housing code violations. This letter right here.

Tape Recording (RACD Aug. 19, 2003) (emphasis added).

The hearing examiner did not speak or facilitate the hearing in any way during the tenant's presentation. When the tenant stated, "Here [are] the copies" and "This letter right here," the hearing examiner did not respond. The hearing examiner did not mark the tenant's exhibits or verbally acknowledge the tenant when he introduced documentary evidence. When the tenant offered documentary evidence, the hearing examiner was silent. When the tenant completed his testimony, the hearing examiner stated, "Is that it? Thanks a lot." When the hearing examiner concluded the hearing, he did not state what if any documents he accepted or rejected as record evidence.⁶

When Hearing Examiner Bradford issued the decision and order, he listed the following nine items in the section of the decision entitled Evidence and Pleadings Considered.

1. Tenant Petition #27,887.
2. Testimony given at hearing.
3. Copy of lease dated June 27, 2002.
4. Copy of letter to Respondent dated July 7, 2002.
5. Copy of letter to Respondent dated July 24, 2002.
6. Copy of letter to Respondent dated July 31, 2002[.]
7. Copy of memo to Respondent dated July 31, 2002.
8. Copy of housing inspection report dated 12/5/2002.
9. Copy of housing inspection report dated 1/02/2003 containing six violations.

⁶ "[W]e reiterate that the Rental Housing Act is a remedial statute that 'relies largely on lay persons, operating without legal assistance to initiate and litigate administrative and judicial proceeding[s].'
Goodman v. District of Columbia Rental Hous. Comm'n, 573 A.2d 1293, 1299 (D.C. 1990). Accordingly, the [hearing examiner] should make its procedures as simple and nontechnical as possible." Redding v. District of Columbia Rental Hous. Comm'n, No. 02-AA-1051, mem. op. j. at 3 n.6 (D.C. Nov. 24, 2003) (citation omitted).

Decision at 3-4. The documents that the hearing examiner listed in the Evidence and Pleadings Considered were attached to the tenant petition. However, none of the documents that the tenant offered during the hearing appear in the official record. Moreover, the hearing examiner did not list the documents in the decision and order.

The DCAPA and the regulations that govern the hearing examiner's proceedings require the agency to maintain each document in the official record of the proceedings.

The DCAPA, D.C. OFFICIAL CODE § 2-509(c) (2001), provides:

The Mayor or the agency shall maintain an official record in each contested case, to include testimony and exhibits The testimony and exhibits, together with all papers and requests filed in the proceeding ... shall constitute the exclusive record for order or decision. No sanction shall be imposed or rule or order or decision be issued except upon consideration of such exclusive record, or such lesser portions thereof as may be agreed upon by all the parties to such case. (emphasis added).

Similarly, 14 DCMR § 4007.1(c) (1991) states that the official record of a proceeding before the RACD shall contain “[a]ll documents and exhibits offered into evidence at the hearing.” (emphasis added). The regulation, 14 DCMR § 4009.3 (1991), provides that all evidence that is offered at a hearing, “but excluded by the hearing examiner, shall be retained as part of the official record of the hearing or petition.”

The official record in the instant case is not complete, because it does not contain the following evidence that the tenant offered during the hearing.

1. The letter dated July 1, 2003 that the housing provider faxed to the tenant's place of employment.
2. The report for the housing inspection that Kevin Jackson conducted on July 9, 2003.
3. The Department of Health report and pictures for the inspection conducted on July 14, 2003.

4. The July 17, 2004 letter from Neighborhood Legal Services to the property manager regarding the form of a notice to quit and self-help evictions.
5. The July 18, 2003 letter from the tenant to the housing provider requesting temporary housing and repairs to cure existing violations.

When the Commission receives a record that does not contain all of the evidence offered during the adjudicatory hearing, the Commission is constrained to remand the matter. A remand is required, because the Commission cannot conduct its review of the record, when the official record is incomplete. See Mersha v. Town Center Ltd. P'ship, TP 24,970 (RHC Dec. 21, 2001); Dorchester House Assoc. v. Tenants of Dorchester House, CI 20,672, TPs 22,558, 23,520, 23,909, 23,973 (RHC June 3, 1997).

Accordingly, the Commission vacates the decision and order and remands this matter to Hearing Examiner Bradford with instructions to reconstruct the official record. The official record shall contain all of the documents that the tenant offered during the hearing. If the hearing examiner rejects any of the documents as record evidence, the hearing examiner shall include the documents in the official record and provide a legal rationale to support his decision to exclude the documents.

- G. Whether Findings of Fact 10 is clear error on its face based upon the record and evidence presented and submitted providing that substantial housing code violations did in fact exist and occurred for more than a year; whether the hearing examiner did not include the most recent compilation of housing code violations that were submitted to the record and were cited in July 2003 which includes a collapsed living room ceiling not being abated and bathroom facilities continuously not working for more than eight months.**
- H. Whether the hearing examiner erred when he issued Finding of Fact 11 because the hearing examiner failed to apply all evidence submitted that would or could possibly be considered to support a finding that the tenant's services and facilities were in fact reduced by the length of time that housing code violations occurred and were not being addressed.**

I. Whether the hearing examiner adequately, justifiably or equitably construed all of the evidence, exhibits, and testimony.

In the issues cited above, the tenant alleges that the hearing examiner did not properly apply or evaluate the evidence presented in support of the tenant's reduction in services and facilities claim. In Issue G the tenant asserts that the hearing examiner's failure to consider the violations cited in July 2003 prevented him from evaluating the ongoing nature of the violations.

The record contains several letters, which the tenant testified that he sent to the housing provider requesting repairs and maintenance. The record also contains a Housing Violation Notice dated December 5, 2002 and a Housing Deficiency Notice dated January 2, 2003. The hearing examiner included the housing violation notices in the list of evidence that he purportedly considered.

The Housing Violation Notice that is dated December 5, 2002 contains seven housing code violations and fines in the amount of \$2700.00. The housing inspector fined the housing provider for failing to: properly install, provide, and maintain a smoke detector; provide proper heat and proper facilities for heat, ventilation and lighting; and failing to maintain plumbing and water heating facilities and utilities such as water, electricity, and gas. The Housing Deficiency Notice dated January 2, 2003 contains six housing code violations and fines in the amount of \$500.00. The deficiency notice reflected that the tenant's unit was infested with insects and rodents and contained a defective stove, doors, faucet, and lavatory facility.

In Shapiro v. Comer, TP 21,742 (RHC Aug. 19, 1993), the Commission held that failure to provide services required by the housing code constituted a reduction in services. The regulation, 14 DCMR § 4216.2 (1991), delineates the conditions that

constitute violations of the housing code. The regulation contains many of the housing code violations found in the December 5, 2002 and January 2, 2003 notices that the hearing examiner stated he considered, including the curtailment of utility service, defective toilet facilities, and infestation of insects or rodents. 14 DCMR § 4216.2(d), (h)-(i) (1991). In addition, § 4216.2(u) provides that a large number of non-substantial housing code violations constitute substantial violations of the housing code.

In the face of the housing code violation notices and the uncontroverted testimonial evidence offered by the tenant, the hearing examiner inexplicably determined that the housing provider did not reduce the services and facilities provided in connection with the tenant's rental unit. Moreover, the hearing examiner's findings of fact did not appear to be logical or consistent.

The hearing examiner found that the housing provider failed to make timely repairs after being placed on notice. He found that the tenant contacted the D.C. Housing Inspection Division, contacted the housing provider on at least three different occasions about making repairs to his unit, and provided the housing provider with written notice of alleged defects in his unit. The hearing examiner also found that the housing provider did not repair known housing code violations in a timely manner. See Findings of Fact 4-10 cited supra p. 2-3. However, in the very next finding of fact, the hearing examiner stated that the evidence did not support a finding of substantial housing code violations in the housing accommodation and the evidence did not support a finding that services or facilities had been reduced. See id. Finding of Fact 11.

In addition, the conclusions of law are flawed. In the conclusions of law, the hearing examiner incorrectly cited several provisions of the Act, including the statutory

provisions governing services and facilities, registration, and fines. See Conclusions of Law 1-4 supra p. 3. Moreover, the hearing examiner's failure to consider the documentary evidence offered during the hearing adversely affected his ability to properly assess the tenant's claims.

Since the record does not contain all of the evidence that the tenant offered during the hearing, the record is incomplete. See supra Part III.D-F. In the absence of a complete record on appeal, the Commission cannot issue a final ruling on the issues cited above.

For the foregoing reason, the Commission vacates the decision and order and remands this matter to the Rent Administrator. The Commission directs the hearing examiner to consider all of the tenant's oral and documentary evidence, and urges the hearing examiner to take a second look at the housing violation notices that he purportedly considered. The hearing examiner shall issue a decision and order that contains cogent findings of fact and conclusions of law, and proper citations to the Act. Finally, the decision and order shall be written in accordance with the provisions of the Act and supported by substantial evidence. D.C. OFFICIAL CODE § 42-3502.16(h) (2001).

- J. Whether the hearing examiner failed to apply or equitably consider rent abatement according to evidence adduced and submitted or to justifiably consider the value of such affected services under Issues Considered.**
- K. Whether the hearing examiner erred under "Remedies" because the Petitioner asserts that from all evidence adduced that he was and has not been adequately compensated with specified and directed treble damages as a result of proven violations over time.**
- L. Whether the hearing examiner erred because the "Order" does not specifically grant treble damages from both Respondents as appropriate.**

When a housing provider demands excess rent or substantially reduces or eliminates related services and facilities, the housing provider shall be liable for the amount of rent that exceeds the rent ceiling, a rent roll back, or treble damages in the event of bad faith. D.C. OFFICIAL CODE § 42-3509.01(a) (2001). The hearing examiner did not impose a penalty, because he did not determine that the housing provider reduced or permanently eliminated the tenant's services and facilities.

As discussed supra, the official record is incomplete, because it does not contain all the evidence offered during the hearing. In addition, the hearing examiner's decision appears to be contrary to the evidence that the hearing examiner purportedly considered.

On remand, the hearing examiner shall assess all of the tenant's evidence and consider the appropriate penalty, if he determines that the housing providers violated the provisions of the Act. See Gelman Co. v. Jolly, TP 21,451 (RHC Oct. 25, 1990) (holding the housing provider responsible for damages from the time he received notice of the reduction in services and awarding tenant a refund because the housing provider took six months to correct violations); see also Third Jones Corp. v. Young, TP 20,300 (RHC Mar. 22, 1990) (holding that a treble damage award requires a finding of egregious conduct, a deliberate refusal to make repairs, dishonest intent, or a sinister motive).

IV. CONCLUSION

For the foregoing reasons, the Commission vacates the decision and order and remands this matter to the Rent Administrator. The hearing examiner shall reconstruct the official record and include all of the documents that the tenant offered during the

hearing. Thereafter, the hearing examiner shall consider the record evidence and issue a decision and order that is consistent with the Act, the regulations, and the Commission's decisions.⁷

SO ORDERED.


RUTH R. BANKS, CHAIRPERSON


RONALD A. YOUNG, COMMISSIONER


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 D.C. 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

⁷ "Because this is a 'case' remand, review by [the Commission] of any future final decision by the [Rent Administrator] will require the filing of a new notice of appeal." Majerle Mgmt., Inc. v. District of Columbia Rental Hous. Comm'n, 777 A.2d 785, n.2 (D.C. 2001) (citation omitted).

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 phone 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 hereby certify that a copy of the foregoing Decision and Order in TP 27,887 was mailed by priority mail with delivery confirmation, postage prepaid, this 16th day of April 2004 to:

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Washington, D.C. 20007

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