

DISTRICT OF COLUMBIA
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DISTRICT OF COLUMBIA
OFFICE OF
ADMINISTRATIVE HEARINGS

2009 AUG -3 A 11: 20

MARIA BROCK, SHARON KIBLER,
AND RALPH WHITE

Tenants/Petitioners,

v.

DONNELL KEARNEY

Housing Provider/Respondent.

Case Nos.: RH-TP-06-28673 and
RH-TP-06-28679

In re: 1807 H St., N.E.
(Consolidated)

FINAL ORDER

I. Introduction

On June 22, 2006, Tenant/Petitioner Ralph White filed Tenant Petition (“TP”) 28673 against Housing Provider alleging that Housing Provider violated the Act by increasing Tenant’s rent by an amount larger than allowed by the Act; charging Tenant rent that exceeded the legally calculated rent ceiling for Tenant’s unit;¹ failing to properly register the rental unit RACD; and serving Tenant a notice to vacate that violated section 501 of the Act.²

On June 27, 2006 Tenant/Petitioners Maria Brock and Sharon Kibler filed (TP) 28,679 alleging that Housing Provider/Respondent Donnell Kearney violated the Rental Housing Act of

¹ During the hearing, Tenant White explained he erroneously checked the box alleging that Housing Provider increased his rent by an amount larger than allowed by any applicable provision of the Rental Housing Act. Mr. White withdrew this specific complaint.

² D.C. Official Code § 42-3505.01

1985³ by increasing their rent by an amount larger than allowed by the Rental Housing Act of 1985; charging Tenants rent that exceeded the legally calculated rent ceiling for Tenants' unit; failing to properly register the rental unit with the Rental Accommodations and Conversion Division (RACD), Department of Consumer and Regulatory Affairs ("DCRA")⁴; taking retaliatory action against them for exercising their rights in violation of the Rental Housing Act; and serving Tenants a notice to vacate that violated section 501 of the Act.⁵

Because the two tenant petitions involved common questions of law and fact concerning the same Housing Provider, the petitions were consolidated for hearing purposes pursuant to Office of Administrative Hearings (OAH) Rule 2819.1.

On December 7, and 19, 2006, this administrative court issued Case Management Orders ("CMO") scheduling a hearing in these matters for January 17, 2007, at 9:30 am. Tenants appeared but the Housing Provider did not. After determining that all parties were given proper notice of the hearing, I took evidence from the Tenants, who testified on their own behalves. Tenants offered seven exhibits into evidence, all of which were received.⁶ An evidentiary hearing was held on January 17, 2007.

³ Rental Housing Act of 1985 (D.C. Official Code §§ 42-3501.01 *et seq.*) ("Rental Housing Act" or "Act").

⁴ Effective October 1, 2007, the functions of RACD and DCRA, were transferred to the Rental Accommodations Division, Department of Housing and Community Development. The transfer has no effect on the disposition of this case.

⁵ D.C. Official Code § 42-3505.01

⁶ A list of attachments to the Tenant Petition and other exhibits offered and received in evidence is attached as Appendix B to this Final Order.

Based on the testimony of the witnesses, the exhibits in evidence, and the record as a whole, I find that the housing accommodation is NOT exempt from the rental Housing Act; that tenants Brock and Kibler are entitled to a rent refund of \$ 1,042.06; that tenants Brock and Kibler are entitled to a rent roll back to \$ 700 per month effective February 17, 2007; and the Housing Provider shall pay \$ 3,000 to the DC Treasurer as penalty for retaliation against Tenants Brock and Kibler.

Findings of Fact

A. Tenant Petition RH-TP-06-28679 (Tenants Maria Brock and Sharon Kibler)

In January of 2006, Maria Brock and Sharon Kibler began renting a room from Housing provider at 1807 H Street, NE, ("Housing Accommodation"). The Housing Accommodation is comprised of five one-room rental units. Four of the five units were occupied while Tenants resided there.

The Housing Provider filed a claim of exemption form on May 24, 2006, indicating that he owned fewer than four rental units. (PX 100). The Housing Provider listed 1807 H Street, N.E., (the subject property herein) as one rental unit and listed ownership in two other properties in Northeast and Southeast. (PX 100).

Initially, the rent for Tenants' unit was \$700. In March 2006, Housing Provider orally notified Tenants that he would increase their rent by \$100, effective April 1, 2006, and that additional rent would be charged for months with five weeks. Since there were five weeks in

April of 2006, Tenants paid \$860, \$800 in base rent plus \$60.⁷ Tenants ceased paying rent in May 2006.

On May 25, 2006, Tenants received a 30-day Notice to Vacate. Petitioner's Exhibit ("PX" 101). On May 30, 2006, Tenants asked DCRA staff if the notice was legitimate and whether the proposed rent increase was lawful. A DCRA staff member called the Housing Provider and questioned Housing Provider about the rent increase and the notice to vacate.

Housing Provider cut off the electricity to the housing accommodation for one and a half days beginning June 6, 2006, and for two and a half days beginning November 29, 2006. The air-conditioner for Tenants' unit ceased working for 24 days between May 30, 2006, and June 26, 2006. Housing Provider turned off the water to Tenants' unit for two and one half days beginning September 11, 2006.

B. Tenant Petition RH-TP-06-28673 (Ralph White)

In February 2006, Tenant Ralph White rented a room in the housing accommodation from Housing Provider at \$450 per month. Mr. White's room was very small and resembled a storage area.

In May 2006, Mr. White received a Notice to Vacate, complained to DCRA staff about Housing Provider's notice to vacate, the electricity being cut off, the water being shut down and asked DCRA staff if Housing Provider was properly registered. Housing Provider turned off the electricity to Tenant's unit twice, June 2006 and November 2006. Housing Provider shut down

⁷ I have taken official notice of the 2006 calendar which indicates that there are 5 weeks in the months of March, May, June and August.

the water to his unit for two and one half days beginning September 11, 2006, the same dates that Housing Provider shut of the water to the unit rented by Tenants Brock and Kibler.

IV. Discussion and Conclusions of Law

This matter is governed by the Rental Housing Act of 1985 (D.C. Official Code §§ 42-3501.01 *et. seq.*), Chapters 41-43 of 14 District of Columbia Municipal Regulations (“DCMR”), the District of Columbia Administrative Procedures Act (D.C. Official Code §§ 2-501 *et. seq.*) (“DCAPA”), and OAH Rules (1 DCMR 2800 *et. seq.* and 1 DCMR 2920 *et. seq.*). Tenants have the burden of proving the claims asserted. 14 DCMR 4003.1. Housing Provider has the burden of demonstrating that the rental units are exempt from the rent stabilization provisions of the Act. 14 DCMR 4003.1

A. Tenants’ (Brock, Kibler, and White) allegation that Housing Provider failed to register the building in which their units are located with RACD.

The evidence established that a claim of exemption form had been filed by the Housing Provider on May 24, 2006. PX 100. The Housing Provider indicated on the form that he was claiming an exemption because the housing accommodation consisted of four or fewer units. PX 100, page 2. Housing provider also listed two other rental properties he owns in the District of Columbia. PX 100, page 2. Tenants gave undisputed testimony that the housing accommodation in which they resided consisted of five rental units.

Under the act, a room is defined as a rental unit.⁸ On the claim of exemption form however, the Housing provider listed the housing accommodation as one rental unit. PX 100.

⁸ D.C. Official Code §42-3502.01 (33)

The Act provides that the Rent Stabilization Program, D.C. Official Code §§ 42-3502.05(f) through 42-3502.19 (except § 42-3502.17) “shall apply to each rental unit in the District *except*” [emphasis added]:

(3) 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, provided:

(A) The housing accommodation is owned by not more than 4 natural persons;

(B) None of the housing providers has an interest, either directly or indirectly, in any other rental unit in the District of Columbia;

(C) The housing provider of the housing accommodation files with the Rent Administrator a claim of exemption statement which consists of an oath or affirmation by the housing provider of the valid claim to the exemption. The claim of exemption statement shall also contain the signatures of each person having an interest, direct or indirect, in the housing accommodation

D.C. Official Code § 42-3502.05(a)(3).

The party claiming an exemption from the Rental Housing Act has the burden of proving the exemption. *Goodman v. D.C. Rental Hous. Comm'n*, 573 A.2d 1293, 1297 (D.C. 1990). As the housing accommodation at issue contained five rental units (rooms), and since Housing Provider acknowledged on the claim of exemption form that he owned two other rental units in the District of Columbia, Tenants’ rental units are not exempt on the grounds Housing Provider claimed. Moreover, there is no record evidence of any other grounds for exemption. Therefore, I find that the rental units at issue are not exempt from the Rent Stabilization

provisions of the Rental Housing Act and that Tenants have sustained their burden of proof with respect to this issue.

B. Tenants Brock's and Kibler's allegation that their rent was increased by an amount larger than allowed by the Rental Housing Act.

The Rental Housing Act⁹ regulates how often a Housing Provider may increase rent and by how much. Prior to August 6, 2006, housing providers were prohibited from increasing the rent for a rental unit above a prescribed rent ceiling, which was the maximum amount that a housing provider could charge as rent. The rent ceiling could be increased (or adjusted) every six months by the increase in the CPI-W percentage or a portion of the percentage.¹⁰ If a rent ceiling increase was properly taken and perfected, a housing provider could implement the entire rent ceiling increase amount or a portion as a rent increase.¹¹

⁹ Unitary Rent Ceiling Adjustment Act (D.C. Official Code § 42-3502.08(h)(1)).

¹⁰ The application of the adjustment of general applicability, or CPI-W increase, was described by the District of Columbia Court of Appeals as follows: "The adjustment of general applicability allows housing providers the option to increase rent ceilings annually in order to keep up with inflation. The adjustment 'shall be equal to the change during the previous calendar year, ending each December 31, in the Washington, D.C. Standard Metropolitan Statistical Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for all items during the preceding calendar year,' subject to a cap of ten percent. D.C. Code § 42-3502.06(b). It is the RHC's duty to determine the amount of the general applicability adjustment annually and publish it by March 1 of each year. *See id.* and D.C. Code § 42-3502.02(a)(3). The adjustment is published annually in the D.C. Register with an effective date of May 1." *Sawyer Prop. Mgmt. Inc. v. District of Columbia Rental Hous. Comm'n*, 877 A.2d 96, 104 (D.C. 2005) (footnotes omitted). The CPI-W Index as determined by the Rental Housing Commission for the rent control year May 1, 2005 through April 30, 2006 was 2.7% based on the CPI-W index for calendar year 2004.

¹¹ D.C. Official Code § 42-3502.08(h); 14 DCMR 4204.10 (requiring housing providers to take and perfect an adjustment of general applicability within 30 days following the date they are first eligible to take the adjustment); *see also The Rittenhouse, LLC v. Campbell*, TP 25,093 (RHC Dec. 17, 2002) at 14.

Because Tenants Brock and Kibler filed TP 28,673 on June 26, 2006, their petition is governed by the law in effect prior to August 6, 2006. Tenants failed to proffer any evidence of a rent ceiling for their unit because the Housing Provider claimed an exemption from the Act. As a consequence, no rent ceiling for the housing accommodation is on file.

When Tenants filed the petition herein, the Act permitted a housing provider to increase a tenant's rent once every six months.¹² In this case, notwithstanding the absence of a rent ceiling, Housing Provider proposed increasing Tenants rent by \$100 beginning in April of 2006. Housing Provider also proposed that tenants should pay more in every month with five weeks. The latter proposal would have resulted in a rent increase on more than two occasions per year.¹³

Housing provider was required to give Tenants a written notice of any proposed rent increase.¹⁴ The evidence reflects that Housing Provider provided oral notice of the proposed rent increase in April 2006.

A housing provider may not implement a rent adjustment for a rental unit unless all of the following conditions are met:

(a) The rental unit and the common elements of the housing accommodation are in substantial compliance with the DC Housing Regulations, or any substantial noncompliance is the result of tenant neglect or misconduct;¹⁵

(b) The housing provider has met the registration requirements of §4102 with respect to the rental unit;¹⁶ and

¹² D.C. Official Code § 42-3502.06.

¹³ Tenants Brock and Kibler were unclear as to how much more the Housing Provider wanted them to pay in the months with five weeks.

¹⁴ 14 DCMR 4205.4

¹⁵ 14 DCMR 4205.5 (a)

¹⁶ 14 DCMR 4205.5 (b)

(c) At least one hundred eighty (180) days shall have elapsed since the date of implementation of any prior rent increase.¹⁷

For reasons which will be more specifically enumerated hereafter, I find that the Housing Provider failed to meet the registration requirements of the act and additionally failed to give the Tenants written notice of the rent increase. For this reason, I award tenants a refund of \$100 per month plus interest beginning April 2006 until the date of the hearing. (January 17, 2007).¹⁸

C. Tenants Brock, Kibler, and White's allegation that the rent being charged for their units exceeded the legally calculated rent ceiling for the units.

Tenants could not prove this allegation because the Housing Provider filed a registration form claiming an exemption from the Act. As a consequence, Housing Provider did not file a rent ceiling for the units with RACD.

D. Tenants Brock, Kibler and White's allegation that a notice to vacate has been served which violated the requirements of Section 501 of the Act.

Tenants claim that a notice to vacate was improperly served in violation of Section 501 of the Rental Housing Act, D.C. Official Code 42- 3505.01. D.C. Official Code § 42-3505.01 (a), (b). According to the act, the notice must contain a statement detailing the reasons for eviction and if the housing accommodation is required to be registered, the notice shall also contain a statement that the housing accommodation is registered with the rent administrator.

¹⁷ 14 DCMR 4205.5 (c)

¹⁸ Even though Tenants Brock and Kibler failed to pay the increased rent, the Tenants are entitled to a refund of rent illegally demanded, whether or not paid. (insert citation to Rental Housing Act penalty section]. *Kapusta v. District of Columbia Rental Hous. Comm'n*, 704 A.2d 286, 287 (D.C. 1997).

The documentary evidence established that the notice to vacate which was based on non payment of rent contained the basic requirements of the act. PX 101. I find accordingly that the Tenants have not proven this claim.

E. Tenants Brock and Kibler's claim that retaliatory action was taken against them.¹⁹

Tenants Brock and Kibler claim that Housing Provider retaliated against them by shutting down the water and electricity to their unit and failing to repair the air conditioner because they complained to DCRA staff about the water, electricity, and inoperable air conditioner unit.

The Rental Housing Act prohibits a housing provider from taking "any retaliatory action against any Tenants who exercises any right conferred upon the Tenants by this chapter." Retaliatory action includes, but is not limited to, "any action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit, action which would unlawfully increase rent . . . violate the privacy of the tenant, harass, reduce the quality or quantity of service . . . or any other form of threat or coercion." D.C. Official Code § 42-3505.02(a); *see also* 14 DCMR 4303.3.

To prevail on a claim for retaliation, Tenant must show that Housing Provider's actions were provoked by Tenant's exercise of their rights under the Act. The Act also provides that certain actions taken by a housing provider (i.e. eviction) are presumptively retaliatory if they occur within six months of a tenant exercising certain rights enumerated in the Act.²⁰ D.C.

¹⁹ Tenant White made no claim of retaliation in his tenant petition.

²⁰ The regulations provide: "When a tenant petition, filed in accordance with § 4214.1 alleges retaliatory action as in § 4303.3, the Rent Administrator shall make the presumption that the

Official Code § 42-3505.02(a). I find that because the electricity was turned off a few days after the tenants complained to DCRA, Tenants Brock and Kibler have met their burden of proving this allegation and fine the Housing Provider \$ 3,000.

V. Remedies

A. Rent Refund

Tenants Brock and Kibler have established that the April rent increase of \$ 100 was higher than allowed by law because the Housing Provider did not register until May 24, 2006. PX 100. Moreover, according to undisputed testimony, the registration was inconsistent with the housing provider's alleged retaliatory action was, in fact, retaliatory if it was taken during the six (6) month period after the tenant did any of the following:

- (a) Made a written request or an oral request in the presence of a witness to the housing provider to make repairs necessary to bring the housing accommodation or the rental unit into compliance with the housing regulations;
- (b) Contacted appropriate officials of the District of Columbia 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;
- (c) 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;
- (d) Organized, was a member of, or was involved in any lawful activities pertaining to a tenant organization;
- (e) 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
- (f) Brought legal action against the housing provider.

actual state of affairs of his property, i.e., Housing Provider had 5 units in the Tenants' accommodation and additionally owned two other rental units elsewhere. PX 100. As a consequence, Housing Provider had a total of seven units. Therefore, Tenants Brock and Kibler are awarded a rent refund of \$100 per month, plus interest, for April 1, 2006 thru January 17, 2007. (9 ½ months).²¹ Tenants Kibler and White's **total award is \$ 1,042.06**, which represents **rent overcharges** as calculated in Appendix A.²²

Even though Tenants Brock and Kibler ceased paying rent in June, 2006 they are entitled to a rent refund. It is well-established that a tenant is entitled to a rent refund in circumstances where the Housing Provider demands rent illegally, notwithstanding that the rent is not paid. *See* D.C. Official Code § 42-3501.03 (28) (defining "rent" as money "demanded" by a housing provider) *see also*; *Kapusta v. D.C. Rental Hous. Comm'n*, 704 A.2d 286, 287 (D.C. 1997) (affirming award of rent refund where rent was demanded but not paid); *Schauer v. Assalaam*, TP 27,084 (RHC Dec. 31, 2002) at 6 (holding that tenant's rent refund was based on the amount demanded rather than the amount paid under a court protective order). Thus, Tenants are entitled to a refund for the rent demanded between April 1, 2006 and the date of the hearing. (January 17, 2007).

²¹ The Rental Housing Commission has determined that if the violation did not terminate prior to the timely filing of the petition, and the record contains evidence of the continuing violation, the remedy of a refund for improper rent adjustment may go up to the date the record closed which is usually the hearing date. 14 DCMR 3826.2; *Canales v. Martinez*, TP-27,535 (RHC June 29, 2005) at 11, *citing Jenkins v. Johnson*, TP-23,410 (RHC Jan. 4, 1995).

²² The rules implementing the Rental Housing Act provide for the award of interest on refunds, at the interest rate used by the Superior Court of the District of Columbia on the date of issuance of the decision. *See* 14 DCMR 3826.1 – 3826.3; *Joseph v. Heidary*, TP-27,136 (RHC July 29, 2003); *Marshall v. D.C. Rental Hous. Comm'n*, 533 A.2d 1271, 1278 (D.C. 1987). The Superior Court interest rate is currently 4% per annum.

B. Rent Rollback

The Rental Housing Act provides for a roll back of illegal rent increases. D.C. Official Code § 42-3509.01(a); *Redmond v. Marjele Mgmt., Inc.*, TP-23,146 (RHC March 26, 2002) at 48. The Rental Housing Commission has held that rent rollbacks can be applied prospectively. *See Grayson v. Welch*, TP 10,878 (RHC June 30, 1989) at 13 (holding that where a landlord failed to properly register the property, the Rent Administrator could roll back the rent to the last date when the landlord legally registered and order the tenants to pay the reduced rent henceforth until the landlord properly registers). The District of Columbia Court of Appeals describes the roll back as “a mysterious creature” that “appears to be an equitable measure akin to the reformation of a contract.” *Ashfar v. D.C. Rental Hous. Comm’n* 504 A.2d 1105, 1108. The Court noted that the roll back “directly affects the terms of the existing lease,” and “alters the amount of rent on which the landlord and the tenant have already agreed.” *Id.* It follows that this administrative court may apply the roll back retroactively to reform the lease as of the date of the hearing.

Because Housing Provider failed to register properly, **I direct Housing Provider to roll back Tenants Brock and Kibler’s rent to \$700 per month effective February 1, 2007 (the first month after the hearing)**. This represents the last documented/authorized rent charged for Tenants’ unit prior to the illegal rent increases. The roll back will continue until such time as Housing Provider implements a legal and permissible rent increase under the Act.

V. Order

Therefore, it is this 31st day of **July 2009**:

ORDERED, that Housing Provider, Donnell Kearney, shall pay Maria Brock and Sharon Kibler **ONE THOUSAND FORTY TWO DOLLARS AND SIX CENTS. (\$1,042.06)** and it is further

ORDERED, that Housing Provider shall **roll back Ms. Brock and Ms. Kibler's rent to \$700 per month**, effective February 1, 2007, until such time as a proper rent increase is implemented pursuant to the Rental Housing Act; and it is further

ORDERED, that Housing Provider shall pay to the D.C. Treasurer the sum of \$ 3,000 for retaliating against Tenants Brock, Kibler and White and it is further

ORDERED, that the appeal rights of any party aggrieved by this Order are set forth below.


N. Denise Wilson-Taylor
Administrative Law Judge

APPENDIX A

July 31, 2009 Decision Date – Rent Refund

Date	Amount of Overcharge	Months Held	Monthly Interest	Interest Due
Apr-06	\$100	40	0.0025	\$10.00
May-06	\$100	39	0.0025	\$9.75
Jun-06	\$100	38	0.0025	\$9.50
Jul-06	\$100	37	0.0025	\$9.25
Aug-06	\$100	36	0.0025	\$9.00
Sep-06	\$100	35	0.0025	\$8.75
Oct-06	\$100	34	0.0025	\$8.50
Nov-06	\$100	33	0.0025	\$8.25
Dec-06	\$100	32	0.0025	\$8.00
January 1, 2007 to January 17, 2007	\$56.67	31	0.0025	\$4.39
TOTAL	\$956.67			\$85.39

APPENDIX B

Tenant/Petitioner's Exhibits in Evidence

	Tenant Petitions TP-06-28673 and 06-28679 Attachment #1-rent receipts (06-28679)
PX 100	DCRA Registration Claim of exemption form (5 pages)
PX 101	30 Day Notice to Correct or vacate dated May 25, 2006 consisting of 4 pages
PX 102	Management Information Unit Complaint Intake –September 11, 2006
PX 103	Management Information Unit Complaint Intake-May 30, 2006
PX 104	DCRA Rapids System Completion of Complaints September 11, 2006
PX 105	Management Information Unit Complaint Intake-May 30, 2006
PX 106	Pepco-Notice of Electric Service Disconnection

MOTIONS FOR RECONSIDERATION

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

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

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

APPEAL RIGHTS

Pursuant to D.C. Official Code §§ 2-1831.16(b) and 42-3502.16(h), any party aggrieved by a Final Order issued by the Office of Administrative Hearings may appeal the Final Order to the District of Columbia Rental Housing Commission within ten (10) business days after service of the final order, in accordance with the Commission's rule, 14 DCMR 3802. If the Final Order is served on the parties by mail, an additional three (3) days shall be allowed, in accordance with 14 DCMR 3802.2.

Additional important information about appeals to the Rental Housing Commission may be found in the Commission's rules, 14 DCMR 3800 et seq., or you may contact the Commission at the following address:

District of Columbia Rental Housing Commission
941 North Capitol Street, N.E.
Suite 9200
Washington, D.C. 20002
(202) 442-8949

**Certificate of Service:
By Priority Mail with Delivery
Confirmation (Postage Paid):**

Maria Brock
1807 H Street, N.E.
Unit 2
Washington, D.C. 20002

Sharon Kibler
1807 H Street, N.E.
Unit 2
Washington, D.C. 20002

Ralph White, Jr.
1807 H Street, N.E.
Unit 3
Washington, D.C. 20002

By Inter-Agency Mail:

District of Columbia Rental Housing
Commission
941 North Capitol Street, NE, Suite 9200
Washington, DC 20002

Keith Anderson, Acting Rent Administrator
Rental Accommodations Division
District of Columbia Department of
Housing and Community Development
1800 Martin Luther King Avenue, S.E.
Washington, D.C. 20020

I hereby certify that on 8-3,
2009, this document was caused to be served
upon the above-named parties and upon at
the addresses listed and by the means stated.


Clerk / Deputy Clerk