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DISTRICT OF COLUMBIA
OFFICE OF
ADMINISTRATIVE HEARINGS

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BEVERLY ROBERTS
Tenant/Petitioner,

v.

LAURENCE SMITH
Housing Provider/Respondent

Case No.: RH-TP-06-28791

In re: 3517 13th Street, N.W.

Unit No. 2

FINAL ORDER

I. Introduction

On September 13, 2006, Tenant/Petitioner Beverly Roberts filed (“TP”) 28,791 with the Rental Accommodations and Conversion Division (“RACD”)¹ alleging violations of the Rental Housing Act of 1985 (the “Act”) with respect to her housing accommodation at 3517 13th Street, N.W., Unit No. 2. Tenant appeared *pro se* at a hearing on April 17, 2007. Housing Provider, Laurence Smith, did not appear. A review of the record in its entirety confirms that Housing Provider was properly served with notice of the hearing and as a consequence the hearing proceeded with Tenant alone.

Following a full evidentiary hearing, and for reasons that will be more specifically discussed below, I find that Tenant has proven that Housing Provider violated various provisions of the Rental Housing Act of 1985 and award Tenant \$4,048.19 in rent refunds and interest.

¹ On October 1, 2007, the rental housing functions of the Department of Consumer and Regulatory Affairs were transferred to the Department of Housing and Community Development (“DHCD”). The RACD functions were assumed by the Rental Accommodations Division of DHCD.

II. Background

On September 13, 2006, Tenant Beverly Roberts, filed Tenant Petition (“TP”) 28,791 against Housing Provider/owner Laurence Smith of the housing accommodation at 3517 13th Street NW, Unit 2. Tenant alleged the following violations of the Act with respect to her specific unit: (1) services and facilities provided in connection with the rental of the unit were substantially reduced; (2) retaliatory action was directed against her by Housing Provider for exercising her rights in violation of Section 502 of the Rental Housing Act; and (3) a Notice to Vacate was served on her that violated the requirements of section 501 of the Act.

The tenant appeared for a hearing on April 10, 2007. Tenant presented testimony and offered exhibits.² Based on the testimony of the parties, the exhibits received into evidence and the entire record in this matter, I now make the following Findings of Fact and Conclusions of Law.

III. Findings of Fact:

1. On March 15, 2003, Tenant/Petitioner, Beverly Roberts, signed a lease for Apartment No. 2 at 3517 13th Street NW, in Washington, D.C. The lease was for a term of one year beginning March 15, 2003 and ending April 1, 2004 at a rent of \$850 per month. The lease was executed by Ms. Roberts and Laurence Smith. (Attachment to TP).

² A list of attachments to the Tenant Petition and other exhibits offered and received in evidence is attached as an appendix to this Final Order.

2. During the course of Tenant's tenancy, Tenant complained to Housing Provider relative to the following issues concerning her unit: (1) inoperable washer and dryer (March 2006); (2) Rodents, mice and roaches (October 2003); (3) cracks in living room wall (August 2005); (4) rust in bathtub (August 2005); (5) exposed wall behind stove (August 2005); (6) unfinished wall in bedroom (August 2005); (7) unpainted bathroom wall (August 2005); (8) low water pressure (August 2005); (9) water leaking down into the apartment after a torrential rain (August 2006); and no heat in some of the winter months (October- April, 2003 to 2006).

3. Tenant notified Housing Provider of all of the problems with the habitability of her unit on several occasions. Housing Provider failed to repair or remedy the issues after being put on notice. (Attachment to TP) EX 2, 3, 4 & 5.

4. On July 22, 2006, Housing Provider was cited for the following infractions: (1) entrance foyer- dampness; (2) bathroom-missing parts in caulking around bathing facility, wall dampness, loose and peeling paint; defective door frame; (3) kitchen- loose and peeling paint on the ceiling and walls; (4) living room- door: defective hardware, i.e., hinges, knob, latch, etc., loose or peeling paint on wall, ceiling, and inside of window frame, cracks in wall; (5) bedroom-door: defective hardware; loose or peeling paint in wall, ceiling and door; (6) entire apartment – window not capable of opening or closing with ease. (Attachment to TP)EX 1.

5. Tenant received a notice to vacate on July 21, 2006 advising Tenant that the building would be shutting down on September 30, 2006 and that she should make necessary arrangements to vacate the premises. (Attachment to TP)EX 6.

6. Tenant vacated the property October 1, 2006.

IV. Discussion

A. Housing Provider's Substantial Reduction/Elimination of Services

In March of 2006, Tenant maintained that the washer and dryer were inoperable. The washer and dryer were offered to Tenant from the inception of the tenancy. In October 2003, Tenant complained of mice and roaches. (Attachment to TP) EX 2 & 3. Housing Provider asked Tenant to suggest a qualified exterminator and Tenant gave Housing Provider a name and phone number of an exterminator but no exterminator ever came. Tenant also complained of cracks in the living room wall (August 2005); no heat at least one week each month during the winter months (October to April), rust in the bathtub (August 2005), an exposed wall behind stove, (August 2005); an unfinished wall in the bedroom (August 2005); low water pressure, (August 2005); water leaking down the walls of the living room after a torrential rain (August 2006); and an unpainted bathroom wall. (August 2005).

The evidence establishes that the services and facilities in Tenant's rental unit were substantially decreased beginning in October 2003. The Rental Housing Commission has consistently held that the hearing examiner, now the administrative law judge, is not required to assess the value of a reduction in services and facilities with "scientific precision," but may instead rely on his or her "knowledge, expertise and discretion as long as there is substantial evidence in the record regarding the nature of the violation, duration, and substantiality." *Kemp v. Marshall Heights Cmty. Dev.*, TP 24,786, (RHC Aug. 1, 2000) at 8 (citing *Calomiris v. Misuriello*, TP 4809 (RHC Aug. 30, 1982) and *Nicholls v. Tenants of 5005, 07, 09 D Street, S.E.*, TP 11,302 (RHC Sept. 6, 1985)). It is not necessary for an administrative law judge to receive

expert testimony or precise evidence concerning the degree to which services and facilities have been reduced in order to compensate tenants for the value of the reduced services. “[E]vidence of the existence, duration and severity of a reduction in services and/or facilities is competent evidence upon which the [judge] can find the dollar value of a rent roll back.” *George I. Borgener, Inc. v. Woodson*, TP 11,848, (RHC, June 10, 1987) at 11. In the latter regard, I have computed the approximate value of the reduction in services and facilities as follows:

Substantially Reduced Services and Facilities

Service or Facility	Duration	Severity	Value of Service per Month
Washer and Dryer	3/1/06 - 10/1/06	Not Serious	\$10
Mice and Roaches	10/1/03 - 10/1/06	Serious	\$40
Cracks in Living Room Wall	8/1/05 - 10/1/06	Not Serious	\$10
No Heat ³	10/1/03- 4/30/04 10/1/04 -4/30/05 10/1/05- 4/30/06	Very Serious	\$50
Unpainted Bathroom Wall	8/1/05 - 10/1/06	Not Serious	\$10
Low Water Pressure	8/1/05 - 10/1/06	Not Serious	\$10
Rust in Bathtub	8/1/05 - 10/1/06	Serious	\$20
Unfinished Wall in Bedroom	8/1/05 - 10/1/06	Not Serious	\$10
Exposed Wall behind Stove	8/1/05 - 10/1/06	Not Serious	\$10

³ Tenant was without heat for one week in each month from October to April from 2003-2006. This administrative court finds that the value of being without heat for a week in each month during the period October to April is \$50 per month.

Water Leak in Living Room ⁴	One day in 8/06	Serious	\$50
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The reduction in services or facilities that occurred during Tenant's tenancy qualifies for a rent refund based on the current Act.

If the [Administrative Law Judge] determines that the related services or related facilities supplied by a housing provider for a housing accommodation or for any rental unit in the housing accommodation are substantially increased or decreased, the [Administrative Law Judge] may increase or decrease the rent charged, as applicable, to reflect proportionately the value of the change in services or facilities.

D.C. Official Code 42-3502.11.

Schedule A, below, computes the interest due on each month's overcharge at the 4% per annum interest rate set for judgments of the Superior Court of the District of Columbia. Below are the interest calculation tables for each facility or service reduced during Tenant's tenancy:

Washer and Dryer

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Mar-06	\$10.00	41.90	0.0025	\$1.05
Apr-06	\$10.00	40.90	0.0025	\$1.02
May-06	\$10.00	39.90	0.0025	\$1.00
Jun-06	\$10.00	38.90	0.0025	\$0.97
Jul-06	\$10.00	37.90	0.0025	\$0.95
Aug-06	\$10.00	36.90	0.0025	\$0.92
Sep-06	\$10.00	35.90	0.0025	\$0.90
October 1, 2006	\$0.32	34.90	0.0025	\$0.03
Total	\$70.32			\$6.84

⁴ Tenant endured a water leak in her living room on one day in August of 2006. This administrative court finds that the value of having to endure a water leak of this type for one day is \$50.

Mice and Roaches

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Oct-03	\$40.00	70.90	0.0025	\$7.09
Nov-03	\$40.00	69.90	0.0025	\$6.99
Dec-03	\$40.00	68.90	0.0025	\$6.89
Jan-04	\$40.00	67.90	0.0025	\$6.79
Feb-04	\$40.00	66.90	0.0025	\$6.69
Mar-04	\$40.00	65.90	0.0025	\$6.59
Apr-04	\$40.00	64.90	0.0025	\$6.49
May-04	\$40.00	63.90	0.0025	\$6.39
Jun-04	\$40.00	62.90	0.0025	\$6.29
Jul-04	\$40.00	61.90	0.0025	\$6.19
Aug-04	\$40.00	60.90	0.0025	\$6.09
Sep-04	\$40.00	59.90	0.0025	\$5.99
Oct-04	\$40.00	58.90	0.0025	\$5.89
Nov-04	\$40.00	57.90	0.0025	\$5.79
Dec-04	\$40.00	56.90	0.0025	\$5.69
Jan-05	\$40.00	55.90	0.0025	\$5.59
Feb-05	\$40.00	54.90	0.0025	\$5.49
Mar-05	\$40.00	53.90	0.0025	\$5.39
Apr-05	\$40.00	52.90	0.0025	\$5.29
May-05	\$40.00	51.90	0.0025	\$5.19
Jun-05	\$40.00	50.90	0.0025	\$5.09
Jul-05	\$40.00	49.90	0.0025	\$4.99
Aug-05	\$40.00	48.90	0.0025	\$4.89
Sep-05	\$40.00	47.90	0.0025	\$4.79
Oct-05	\$40.00	46.90	0.0025	\$4.69
Nov-05	\$40.00	45.90	0.0025	\$4.59
Dec-05	\$40.00	44.90	0.0025	\$4.49
Jan-06	\$40.00	43.90	0.0025	\$4.39
Feb-06	\$40.00	42.90	0.0025	\$4.29
Mar-06	\$40.00	41.90	0.0025	\$4.19
Apr-06	\$40.00	40.90	0.0025	\$4.09
May-06	\$40.00	39.90	0.0025	\$3.99
Jun-06	\$40.00	38.90	0.0025	\$3.89
Jul-06	\$40.00	37.90	0.0025	\$3.79
Aug-06	\$40.00	36.90	0.0025	\$3.69

Sep-06	\$40.00	35.90	0.0025	\$3.59
October 1, 2006	\$1.29	34.90	0.0025	\$0.11
Total	\$1,441.29			\$192.35

Cracks in Living Room Wall

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Aug-05	\$10.00	48.09	0.0025	\$1.20
Sep-05	\$10.00	47.09	0.0025	\$1.18
Oct-05	\$10.00	46.09	0.0025	\$1.15
Nov-05	\$10.00	45.09	0.0025	\$1.13
Dec-05	\$10.00	44.09	0.0025	\$1.10
Jan-06	\$10.00	43.09	0.0025	\$1.08
Feb-06	\$10.00	42.09	0.0025	\$1.05
Mar-06	\$10.00	41.09	0.0025	\$1.03
Apr-06	\$10.00	40.09	0.0025	\$1.00
May-06	\$10.00	39.09	0.0025	\$0.98
Jun-06	\$10.00	38.09	0.0025	\$0.95
Jul-06	\$10.00	37.09	0.0025	\$0.93
Aug-06	\$10.00	36.09	0.0025	\$0.90
Sep-06	\$10.00	35.09	0.0025	\$0.88
October 1, 2006	\$0.32	34.09	0.0025	\$0.03
Total	\$140.32			\$14.58

Absence of Heat – October 1, 2003 to April 30, 2004

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Oct-03	\$50.00	70.90	0.0025	\$8.86
Nov-03	\$50.00	69.90	0.0025	\$8.74
Dec-03	\$50.00	68.90	0.0025	\$8.61
Jan-04	\$50.00	67.90	0.0025	\$8.49
Feb-04	\$50.00	66.90	0.0025	\$8.36
Mar-04	\$50.00	65.90	0.0025	\$8.24

Apr-04	\$50.00	64.90	0.0025	\$8.11
Total	\$350.00			\$59.41

Absence of Heat – October 1, 2004 to April 30, 2005

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Oct-04	\$50.00	58.90	0.0025	\$7.36
Nov-04	\$50.00	57.90	0.0025	\$7.24
Dec-04	\$50.00	56.90	0.0025	\$7.11
Jan-05	\$50.00	55.90	0.0025	\$6.99
Feb-05	\$50.00	54.90	0.0025	\$6.86
Mar-05	\$50.00	53.90	0.0025	\$6.74
Apr-05	\$50.00	52.90	0.0025	\$6.61
Total	\$350.00			\$48.91

Absence of Heat – October 1, 2005 to April 30, 2006

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Oct-05	\$50.00	46.90	0.0025	\$5.86
Nov-05	\$50.00	45.90	0.0025	\$5.74
Dec-05	\$50.00	44.90	0.0025	\$5.61
Jan-06	\$50.00	43.90	0.0025	\$5.49
Feb-06	\$50.00	42.90	0.0025	\$5.36
Mar-06	\$50.00	41.90	0.0025	\$5.24
Apr-06	\$50.00	40.90	0.0025	\$5.11
Total	\$350.00			\$38.41

Unpainted Bathroom Wall

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
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Aug-05	\$10.00	48.90	0.0025	\$1.22
Sep-05	\$10.00	47.90	0.0025	\$1.20
Oct-05	\$10.00	46.90	0.0025	\$1.17
Nov-05	\$10.00	45.90	0.0025	\$1.15
Dec-05	\$10.00	44.90	0.0025	\$1.12
Jan-06	\$10.00	43.90	0.0025	\$1.10
Feb-06	\$10.00	42.90	0.0025	\$1.07
Mar-06	\$10.00	41.90	0.0025	\$1.05
Apr-06	\$10.00	40.90	0.0025	\$1.02
May-06	\$10.00	39.90	0.0025	\$1.00
Jun-06	\$10.00	38.90	0.0025	\$0.97
Jul-06	\$10.00	37.90	0.0025	\$0.95
Aug-06	\$10.00	36.90	0.0025	\$0.92
Sep-06	\$10.00	35.90	0.0025	\$0.90
October 1, 2006	\$0.32	34.90	0.0025	\$0.03
Total	\$140.32			\$14.87

Low Water Pressure

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Aug-05	\$10.00	48.90	0.0025	\$1.22
Sep-05	\$10.00	47.90	0.0025	\$1.20
Oct-05	\$10.00	46.90	0.0025	\$1.17
Nov-05	\$10.00	45.90	0.0025	\$1.15
Dec-05	\$10.00	44.90	0.0025	\$1.12
Jan-06	\$10.00	43.90	0.0025	\$1.10
Feb-06	\$10.00	42.90	0.0025	\$1.07
Mar-06	\$10.00	41.90	0.0025	\$1.05
Apr-06	\$10.00	40.90	0.0025	\$1.02
May-06	\$10.00	39.90	0.0025	\$1.00
Jun-06	\$10.00	38.90	0.0025	\$0.97
Jul-06	\$10.00	37.90	0.0025	\$0.95
Aug-06	\$10.00	36.90	0.0025	\$0.92
Sep-06	\$10.00	35.90	0.0025	\$0.90
October 1, 2006	\$0.32	34.90	0.0025	\$0.03
Total	\$140.32			\$14.87

Rust in Bathtub

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Aug-05	\$20.00	48.90	0.0025	\$2.45
Sep-05	\$20.00	47.90	0.0025	\$2.40
Oct-05	\$20.00	46.90	0.0025	\$2.35
Nov-05	\$20.00	45.90	0.0025	\$2.30
Dec-05	\$20.00	44.90	0.0025	\$2.25
Jan-06	\$20.00	43.90	0.0025	\$2.20
Feb-06	\$20.00	42.90	0.0025	\$2.15
Mar-06	\$20.00	41.90	0.0025	\$2.10
Apr-06	\$20.00	40.90	0.0025	\$2.05
May-06	\$20.00	39.90	0.0025	\$2.00
Jun-06	\$20.00	38.90	0.0025	\$1.95
Jul-06	\$20.00	37.90	0.0025	\$1.90
Aug-06	\$20.00	36.90	0.0025	\$1.85
Sep-06	\$20.00	35.90	0.0025	\$1.80
October 1, 2006	\$0.65	34.90	0.0025	\$0.06
Total	\$280.65			\$29.74

Unfinished Wall in Bedroom

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Aug-05	\$10.00	48.90	0.0025	\$1.22
Sep-05	\$10.00	47.90	0.0025	\$1.20
Oct-05	\$10.00	46.90	0.0025	\$1.17
Nov-05	\$10.00	45.90	0.0025	\$1.15
Dec-05	\$10.00	44.90	0.0025	\$1.12
Jan-06	\$10.00	43.90	0.0025	\$1.10
Feb-06	\$10.00	42.90	0.0025	\$1.07
Mar-06	\$10.00	41.90	0.0025	\$1.05
Apr-06	\$10.00	40.90	0.0025	\$1.02
May-06	\$10.00	39.90	0.0025	\$1.00

Jun-06	\$10.00	38.90	0.0025	\$0.97
Jul-06	\$10.00	37.90	0.0025	\$0.95
Aug-06	\$10.00	36.90	0.0025	\$0.92
Sep-06	\$10.00	35.90	0.0025	\$0.90
October 1, 2006	\$0.32	34.90	0.0025	\$0.03
Total	\$140.32			\$14.87

Exposed Wall behind Stove

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Aug-05	\$10.00	48.90	0.0025	\$1.22
Sep-05	\$10.00	47.90	0.0025	\$1.20
Oct-05	\$10.00	46.90	0.0025	\$1.17
Nov-05	\$10.00	45.90	0.0025	\$1.15
Dec-05	\$10.00	44.90	0.0025	\$1.12
Jan-06	\$10.00	43.90	0.0025	\$1.10
Feb-06	\$10.00	42.90	0.0025	\$1.07
Mar-06	\$10.00	41.90	0.0025	\$1.05
Apr-06	\$10.00	40.90	0.0025	\$1.02
May-06	\$10.00	39.90	0.0025	\$1.00
Jun-06	\$10.00	38.90	0.0025	\$0.97
Jul-06	\$10.00	37.90	0.0025	\$0.95
Aug-06	\$10.00	36.90	0.0025	\$0.92
Sep-06	\$10.00	35.90	0.0025	\$0.90
October 1, 2006	\$0.32	34.90	0.0025	\$0.03
Total	\$140.32			\$14.87

Water Leak in Living Room

Date	Amount of Overcharge	Months Held	Monthly Interest Rate	Interest Due
Aug-06	\$50.00	36.90	0.0025	\$4.61

Total	\$50.00			\$4.61
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Tenant is entitled to a rent refund of \$3,593.86 plus interest in the amount of \$454.33, totaling \$4,048.19.

E. Tenants' Claim of Improper Notice to Vacate

The tenant petition asserts that a notice to vacate was served in violation of Section 501 of the Rental Housing Act. The Act provides that:

A natural person with a freehold interest in the rental unit may recover possession of a rental unit where the person seeks in good faith to recover possession of the rental unit for the person's immediate and personal use and occupancy as a dwelling. The housing provider shall serve on the tenant a 90-day notice to vacate in advance of action to recover possession of the rental unit in instances arising under this subsection. . . . A stockholder of a cooperative housing association with a right of possession in a rental unit may exercise the rights of a natural person with a freehold interest under this subsection.

D.C. Official Code § 42-3505.01(d).

The Rental Housing Regulations require that a notice to vacate contain: (a) a statement of the factual basis for eviction, including a reference to the provisions on which the claim of eviction was grounded; (b) the minimum time to vacate; (c) a statement that the housing accommodation was registered and the registration number or a statement that it is exempt from registration; and (d) a statement that a copy of the notice to vacate was being furnished to the Rent Administrator, together with the address to which it was sent. 14 DCMR 4302.1.

There is no evidence in the record that Housing Provider made an attempt to comply with these requirements. Although Housing Provider indicated why Tenant needed to vacate the building, the notice failed to indicate whether the Housing Accommodation was registered or that a copy of the notice to vacate would be sent to the Rent Administrator. Thus, Tenant proved that Housing Provider served a notice to vacate in violation of the requirements of the Rental Housing Act and the Rental Housing Regulations.

F. Tenant's Claim of Retaliatory Action

Tenant also asserted a claim of retaliation, alleging in her petition that: “[r]etaliatory action has been directed against me/us by my/our Housing Provider, manager, or other agent for exercising our rights in violation of Section 502 of the Rental Housing Act Emergency [sic] Act of 1985.”

The Rental Housing Act of 1985 prohibits a housing provider from taking “any retaliatory action against any tenant who exercises any right conferred upon the tenant by this chapter.” D.C. Official Code § 42-3505.02(a). Retaliatory action includes “any action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit, [or] action which would unlawfully increase rent.” *Id.* See also 14 DCMR 4303.3 (“Retaliatory action shall include ... (a) [a]ny action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit; (b) [a]ny action which would unlawfully increase rent.”). Tenant benefits from a rebuttal presumption of retaliation if Housing Provider’s retaliatory action took place within six months of Tenant’s exercise of her rights. D.C. Official Code § 42-3505.02(b).

The Housing Regulations define retaliatory action as an “action intentionally taken against a tenant by a housing provider to injure or get back at the tenant for having exercised rights protected by Section 502 of the Act.” 14 DCMR 4303.1. It follows that some proof must exist demonstrating the housing provider’s failure to make the repairs in a timely and good workmanship manner was motivated by an intent to injure or get back at Tenant for exercising her rights.

Tenant claims that she was retaliated against because the Housing Provider failed to make repairs. There was no claim by Tenant that Housing Provider failed to make the repairs because of some action by Tenant for having exercised her rights under the Act. The evidence failed to prove that Housing Provider retaliated against Tenant by his failure to make the repairs. D.C. Official Code § 42-3505.02(a).

G. Interest

The Rental Housing Commission Rules implementing the Rental Housing Act provide for the award of interest on rent refunds at the interest rate used by the Superior Court of the District of Columbia from the date of the violation to the date of issuance of the decision. 14 DCMR 3826.1 – 3826.3; *Marshall v. District of Columbia Rental Hous. Comm'n*, 533 A.2d 1271, 1278 (D.C. 1987).

H. Conclusions of Law

1. This matter is governed by the Rental Housing Act of 1985, D.C. Official Code §§ 42-3501.01 – 3509.07, the District of Columbia Administrative Procedure Act (DCAPA), D.C. Official Code §§ 2-501 – 510, the District of Columbia Municipal Regulations (DCMR), 1

DCMR 2800 – 2899, 1 DCMR 2920 – 2941, and 14 DCMR 4100 – 4399. As of October 1, 2006, the Office of Administrative Hearings has assumed jurisdiction of rental housing cases pursuant to the OAH Establishment Act, D.C. Official Code § 2-1831.03.

2. Respondent, Laurence Smith, is a Housing Provider under the provisions of the Rental Housing Act. D.C. Official Code § 42-3501.03(15).

3. Tenant contended that (1) services and facilities provided in connection with the rental of the unit have been substantially reduced; (2) a Notice to Vacate had been served on her that violated the requirements of section 501 of the Act.; and (3) retaliatory action had been directed against her by Housing Provider for exercising her rights in violation of Section 502 of the Rental Housing Act.

4. Tenant sufficiently proved that the following services and facilities were substantially reduced during her tenancy: (1) inoperable washer and dryer; (March 2006); (2) Rodents, mice and roaches (October 2003); (3) cracks in living room wall (August 2005); (4) rust in bathtub (August 2005); (5) exposed wall behind stove (August 2005); (6) unfinished wall in bedroom (August 2005); (7) unpainted bathroom wall (August 2005) (8) low water pressure (August 2005); (9) water leaking down into the Apartment after a torrential rain August 2006) and no heat in some of the winter months (October- April, 2003 to 2006). 14 DCMR 4216.2.

5. Tenant sufficiently proved that Housing Provider's Notice to Vacate violated the requirements of the act in that the Notice failed to indicate whether the Housing Accommodation was registered or that a copy of the notice to vacate would be sent to the Rent Administrator. 14 DCMR 4302.1. *See also* D.C. Official Code § 42-3509.01 (b).

6. Tenant failed to prove that Housing Provider directed retaliatory action against Tenant in violation of the Rental Housing Act. D. C. Official Code § 42-3505.02 (b)(1). *See also* 14 DCMR 4303.3.

7. Tenant is entitled to a refund of \$3,593.86, plus interest in the amount of \$454.33 for the substantial reduction in services and facilities in the housing accommodation from October 2003 to April 2007, for a total award of \$ 4,048.19. D.C. Official Code § 42-3502.11.

V. Order

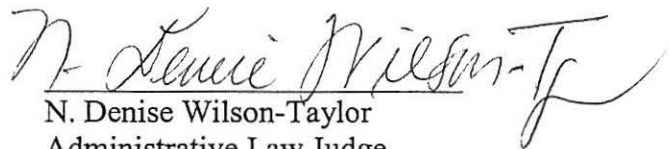
Accordingly, it is this 28th day of August, 2009:

ORDERED that Housing Provider, Laurence Smith, shall pay Beverly Roberts \$3,593.86; plus interest of \$ 454.33 for a total of \$ **4,048.19 (FOUR THOUSAND FORTY-EIGHT DOLLARS AND NINETEEN CENTS)** and it is further

ORDERED that Housing Provider pay to the D.C. Treasurer \$ **1,000** for failing to provide Tenant with a Notice to Vacate in accord with the Act; and it is further

ORDERED that either party may move for reconsideration of this Final Order within ten days under OAH Rule 2937, 1 DCMR 2937; and it is further

ORDERED that the appeal rights of any party aggrieved by this Order are stated below.


N. Denise Wilson-Taylor
Administrative Law Judge

APPENDIX A**Tenant/Petitioner's Exhibits in Evidence**

Exhibit No.	Description
Tenant Petition & attachments	No. 1: Tenant's Apartment Lease dated March 15, 2003 Ex. No. 1 Housing Violation Notice dated July 22, 2006 Ex. No. 2 Letter to Housing Provider from Tenant dated October 13, 2003 Ex. No. 3 Letter to Housing Provider from Tenant dated June 30, 2004 Ex. No. 4 Letter to Housing Provider from Tenant dated August 1, 2005 Ex. No. 5 Letter to Housing Provider from tenant dated April 1, 2003 Ex. No. 6 Notice to vacate dated July 21, 2006 Ex. No. 7 2 nd Notice to vacate dated July 28, 2006 Ex. No. 8 3 rd Notice to vacate dated September 15, 2006

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, NE
Suite 9200
Washington, D.C. 20002
(202) 442-8949

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

Beverly A. Roberts
2422 Ross Road
Silver Spring, Maryland 20910

Laurence Smith
3517 13th Street, N.W.
Washington, D.C. 20010

Laurence Smith
1521 11th Street, N.W.
Washington, DC 20001

By Inter-Agency Mail:

District of Columbia Rental Housing Commission
941 North Capitol Street, N.E.
Suite 9200
Washington, D.C. 20002

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

I hereby certify that on 8-31, 2009 this document was caused to be served upon the above-named parties at the addresses and by the means stated.


Clerk / Deputy Clerk