

IN THE SUPREME COURT OF THE UNITED STATES

STEVEN WARD, Petitioner,

v.

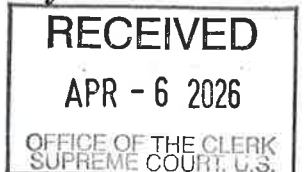
THOS. D. WALSH, INC., REALTORS, Respondent.

No. 25-6967

PETITIONER'S SUPPLEMENTAL BRIEF PURSUANT TO RULE 15.8

Petitioner Steven Ward, *pro se*, respectfully submits this supplemental brief to alert the Court to intervening matters occurring between March 30 and April 2, 2026, which were not available at the time of previous filings:

1. **Intervening Judicial Action (March 30, 2026):** The D.C. Superior Court orally denied Petitioner's **Rule 63-I Affidavit** and granted a "Substitution of Plaintiff" to a non-party (NYT Owner LLC) despite a **2016 Final Judgment** (\$550 rent freeze) and a fraudulent RAD registration claiming a "New Construction" exemption for a 25-year tenancy.
2. **Exhaustion of Local Remedy (March 31, 2026):** Associate Judge Matini issued a written Order (**Exhibit A**) denying Petitioner's **Emergency Rule 73**




Application, explicitly refusing to enforce the **D.C. Code § 16-1501(d)**
"shall dismiss" mandate before the **April 14, 2026 Trial**.

- 3. Intervening Appellate Approval (April 2, 2026):** Petitioner moved the **D.C. Court of Appeals (No. 26-CV-0138)** for an Emergency Stay and to Supplement the Record. On April 2, 2026, the DCCA officially **Approved** the filing of the Motion to Supplement (**Exhibit C**), confirming the appellate court is now seized of these intervening jurisdictional facts.

These new facts demonstrate an imminent unconstitutional seizure of property and a "Review Vacuum" in direct conflict with **SEC v. Jarkesy (2024)**.

Respectfully submitted,


/s/ **Steven Ward**

Dated: April 2, 2026

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

THOS. D. WALSH, INC., REALTORS	:	Case No. 2024 LTB 10829
	:	
v.	:	Judge Shana Frost Matini
	:	
STEVEN WARD	:	Trial: April 14, 2026

ORDER

This matter comes before the Court upon Defendant’s Emergency Rule 73 Application for Review by an Associate Judge and Motion to Stay Trial, filed on March 31, 2026. In the Motion, Defendant seeks review of the Honorable Sherry Trafford’s oral ruling of March 30, 2026 denying Defendant’s Motions for Reconsideration and to Show Cause. As this Court previously stated, *see* Order (Sept. 4, 2025); Order (Oct. 8, 2025); Order (Oct. 15, 2025); Order (Feb. 12, 2026); Order (Feb. 13, 2026); Order (Feb. 17, 2026), judicial review is generally not available for interlocutory decisions. *See* Super. Ct. Civ. R. 73(b)(7); D.C. Code §11-721(a)(2).

To be clear, “[a]n order is final for the purposes of appeal only when it disposes of all issues and claims on the merits as to all parties in the case.” *In re Brown*, 974 A.2d 884, 888 (D.C. 2009) (citing *Rolinski v. Lewis*, 828 A.2d 739, 745 (D.C. 2003)). “A denial of a motion to dismiss is ordinarily not a final, appealable order, because it does not terminate the action on the merits.” *Id.* (citing *Rolinski*, 828 A.2d at 745-46). Moreover, while an exception to the final order requirement exists where the interlocutory order “(1) conclusively determine[s] a disputed question of law, (2) resolve[s] an important issue that is separate from the merits of the case, *and* (3) [would] be effectively unreviewable on appeal from a final judgment, *id.* at 889 (emphasis added) (citing *Finkelstein v. Hemispherx Biopharma, Inc.*, 774 A.2d 332, 339-40 (D.C. 2001)), none of those factors are present here. Rather, there is a non-jury trial scheduled in this matter for

Exhibit A

April 14, 2026 where the issues Defendant raises in his motion for review may still be addressed by the magistrate judge.

Again, as no final order or judgment has been entered that is appropriate for judicial review, it is this 31st day of March 2026 hereby:

ORDERED that Defendant's Emergency Rule 73 Application for Review by an Associate Judge and Motion to Stay Trial is **DENIED**.

SO ORDERED.



Judge Shana Frost Matini
Superior Court of the District of Columbia

Copies e-served on counsel of record and to:

Steven Walsh
stephendavidcegzz@yahoo.com

Exhibit A

Superior Court of the District of Columbia
CIVIL DIVISION

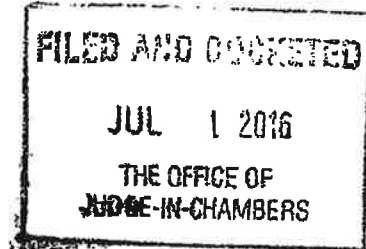
STEPHEN WARD
2023 4th St. NE, Apt. 302
Washington, DC, 20002
Plaintiff

vs.

EVOLVE PROPERTY MGMT., LLC
1344 H St. NW
Washington, DC, 20002
Defendant


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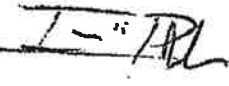
0005010-16



ORDER

Upon review and consideration of Plaintiffs' Petition to Enter Administrative Order as Judgment, I hereby order that Administrative Law Judge Erika L. Pierson's Final Order in the matter of 2013-DHCD-TP 30,440 be entered as the Judgment of the Superior Court of the District of Columbia, in favor of Plaintiffs and in the amount of \$6,877.47, plus interest, costs, and fees.



Judge, Superior Court of the District of Columbia
Clerk. Sup-
lic
By 

July 11, 2016, 2016

DISTRICT OF COLUMBIA
OFFICE OF ADMINISTRATIVE HEARINGS
One Judiciary Square
441 Fourth Street, NW
Washington, DC 20001-2714
TEL: (202) 442-9094
FAX: (202) 442-9451

2016 APR -8 PM 4: 31

STEPHEN WARD,
Tenant/Petitioner,

v.

EVOLVE PROPERTY MANAGEMENT LLC,
Housing Provider/Respondent.

Case No.: 2013-DHCD-TP 30,440

In re: 2023 4th Street, NE, Unit 302

FINAL ORDER

I. Introduction

On October 28, 2013 Tenant/Petitioner Stephen Ward filed a tenant petition alleging the following violations of the Rental Housing Act of 1985: (1) the building was not properly registered; (2) his rent was increased in an amount higher than allowed by the Act; (3) there was no proper 30-day notice of rent increase; (4) Housing Provider did not file the correct rent increase forms with the Rental Accommodations Division (RAD); (5) Tenant's rent was increased when the housing accommodation was not in substantial compliance with the housing regulations; (6) the rent charge filed with the RAD exceeds the legally calculated rent for his unit; (7) services and/or facilities were substantially reduced; and (8) Housing Provider retaliated against Tenant in violation of the Act.

For the reasons discussed below, Tenant has met his burden of proving that the Housing Accommodation was not properly registered when his rent was increased on October 1, 2013,

that Housing Provider did not file the correct rent increase forms, and there was no proper 30-day notice of a rent increase. Tenant is awarded rent refunds totaling \$15,400 plus interest. Tenant has failed to prove the remaining allegations in his tenant petition and those allegations are dismissed with prejudice.

II. Procedural History

This case has a lengthy procedural history with numerous filings, most of which amounted to filings made by Tenant in the form of statements of the case, requests to take official notice of alleged facts relevant to the case, and requests for Housing Provider to provide documents and information. I will not set forth all of these filings in this Final Order, but only those filings relevant to resolution of the case.

In sum, there have been the following hearings:

- January 9, 2014, Status Conference
- March 25, 2015, Hearing on Housing Provider's Motion for Summary Judgment
- September 2, 2015, Status Conference
- January 21, 2016, Evidentiary Hearing

I have issued the following substantive orders:

- November 20, 2013, Order on Pending Motions and Cancelling Mediation (Tab 7)
- March 10, 2014, Second Order on Pending Motions (Tab 23)
- July 18, 2014, Order Denying Housing Provider's Motion for Summary Judgment (Tab 34)
- September 10, 2015, Third Order on Pending Motions (Tab 42)
- October 21, 2015, Order Granting Tenant Partial Summary Judgment (Tab 46)

A. Tenant's Previous Petitions

This is the third tenant petition that Tenant has filed in an 18 month period with the same allegations, and Tenant filed petitions going back to 2008, all of which challenged the registration of his unit, but most were resolved by settlement. In addition, Tenant and Housing Provider have been involved in multiple landlord/tenant cases in D.C. Superior Court. On May 16, 2013, Tenant and Housing Provider entered into a settlement agreement in a landlord/tenant case (2012-LTB-21577), that also resolved two tenant petitions pending at OAH (TP 30,205, filed on March 5, 2012 and TP 30,275, filed on August 22, 2012). Tenant then moved for voluntary dismissal of those petitions.

Tenant appeared before me on July 25, 2013, in TP 30,275 and TP 30,205, where he requested dismissal of those petitions based on the settlement agreement. Tenant expressed concerns about the registration of the property not being fully resolved. The settlement agreement required Housing Provider to register Tenant's unit with the correct certificate of occupancy number. It further stated "any further hearing in the above-referenced tenant petitions shall be limited to the issue of proper registration and not any issue relating to damages of any kind; when registration is certified tenant petitions shall be dismissed." RX 216. At the hearing, Tenant stated that the registration had not been certified, but the rent increase in question had been rescinded. Therefore, I permitted Tenant to dismiss the allegation relating to registration without prejudice. Housing Provider did not attend the status conference and did not file any motion to reconsider the dismissal without prejudice. By Final Order dated August 14, 2013, all of Tenant's allegations were dismissed with prejudice, except the allegation that Tenant's unit was not properly registered which was dismissed without prejudice.

Tenant then filed the instant tenant petition three months later on October 28, 2013, asserting, among other things, that his apartment was still not properly registered and his rent had again been improperly increased.

B. Tenant's Motions and Filings

After scheduling this case for mediation, Tenant filed a motion on November 14, 2013, titled "Motion for Reconsideration and Clarification of Mediation; and Motion for Subpoena of the List of Tenant(s) and the Housing Provider(s) from the Housing Provider(s), Evolve Property Management, LLC, the Government of the District of Columbia Department of Consumer and Regulatory Affairs Housing Regulation Administration Condominium and Cooperative Conversion and Sales Branch or 'Any Representative' Who Will Appear on behalf of the Housing Provider(s) with 'Authority to Resolve the Case'." Tab 3.¹ Housing Provider opposed the motion. Tab 3. On November 20, 2013, I issued "Order on Pending Motion and Cancelling Mediation." Tab 7. The Order informed the parties that the petition failed to identify a rent increase and only vaguely identified alleged reductions in services or facilities that were identical to Tenant's previous petitions. I also scheduled a status conference for January 9, 2014.

In a motion filed on November 21, 2013 (Tab 9), Tenant sought reconsideration of that Order, although nothing had been decided in the Order. The status conference scheduled for January 9, 2014, would address the issues identified in the Order. On December 9, 2013, Tenant filed a motion to amend the petition. Tab 13. The motion did not present new allegations, but

¹ References to "Tab" refer to the numbered tabs in the OAH case record.

requested that a new Registration form filed by Housing Provider be accepted as part of the case and requested that I take judicial notice of certain alleged facts.²

The parties appeared for a status conference on January 9, 2014. Tenant represented himself. Housing Provider was represented by Steven Hessler, Esquire. Christopher Swanson, owner of the building, appeared along with Property Manager Vivian Ebhosiaye. At the status conference Tenant identified the services that were allegedly reduced, most of which had been identified in his previous tenant petition that was dismissed with prejudice. An evidentiary hearing was scheduled for March 25, 2014.

Between January 9, 2014 and February 22, 2014, Tenant filed approximately 14 motions/statements/filings, all of which were denied in a Second Order on Pending Motions issued on March 10, 2014. Tab 23. Tenant was also admonished not to file any further "statements."

C. Housing Provider's Motion for Summary Judgment

On March 21, 2014, four days before the scheduled evidentiary hearing, Housing Provider filed a motion for summary judgment on the issue of registration based on a new Registration/Claim of Exemption that Housing Provider filed with the RAD. Tab 28.

The parties appeared on March 25, 2014, for the scheduled evidentiary hearing, which was converted to a hearing on Housing Provider's motion for summary judgment. Because of extreme animosity that had grown between Tenant and Mr. Hessler, Housing Provider's counsel, a new counsel, Richard Bianco, appeared for the hearing on behalf of Housing Provider. Mr.

² This motion was denied as part of a Third Order on Pending Motions issued on September 10, 2015. Tab 42.

Hessler was permitted to withdraw. Both parties made arguments and submitted documents in regards to the motion for summary judgment. The following exhibits were entered into evidence: 100, 101, 102, 103, 110, 118, 122, 132, 134, 202, 204, 215. Following the hearing, Tenant filed oppositions to the motion for summary judgment on March 26 and 28, 2014. Tab 30. Both parties filed closing briefs on April 8 and 11, 2014. Tab 31. On July 18, 2014, I issued an Order denying Housing Provider's motion for summary judgment and scheduling an evidentiary hearing for September 9, 2014. Tab 34. The findings of fact and conclusions of law from that Order are incorporated here by reference.

D. New Management and Housing Provider's Motion to Dismiss

On September 8, 2014, the day before the scheduled hearing, Counsel for Housing Provider filed a motion to continue the hearing because he had just been informed that his client, Evolve Property Management (Evolve), was no longer managing the property and that a new property management company (Delwin Realty) had been hired. Tab 35. The hearing was cancelled pending additional information from Evolve.

On January 15, 2015, Housing Provider filed a motion to dismiss the tenant petition because it was no longer managing the property and was no longer seeking an exemption for Tenant's unit. Tab 36. As this was not a basis for dismissing the tenant petition, on July 17, 2015, I issued an Order scheduling a status conference for September 2, 2015, on Housing Provider's motion to dismiss and to determine whether the new management company, Delwin, Realty should be added as a party. Tab 38.

The parties appeared for the status conference on September 2, 2015. Housing Provider Evolve was represented by Thomas Helf, Esquire, and Mr. Bianco was granted leave to

withdraw. Delwin Realty was represented by Steven Hessler.³ Tenant represented himself. I determined that all of the allegations in the petition occurred before Delwin Realty became the manager and Tenant would not be entitled to any relief from Delwin. Therefore, Delwin was not added as a party and Evolve remained as a party. An evidentiary hearing was scheduled for January 21, 2016.

E. Tenant's Motion for Summary Judgment

On January 16, 2015, Tenant filed a motion for summary judgment.⁴ Tab 37. On August 29, 2015, Tenant re-filed the same motion for summary judgment. Tab 41. On September 10, 2015, I issued an Order denying Tenant's motion for summary judgment because the motion did not meet the bare requirements for a motion for summary judgment. Tab 42. On October 6, 2015, Tenant filed "Motion for Clarification, Motion for Summary Judgment [in part] on the material factual issues the moving party has met the burden of demonstrating the absence of a genuine issue of material fact," which was a revised motion for summary judgment. Tab 43.

On October 21, 2015, I issued an Order granting Tenant partial summary judgement finding that Tenant's unit was not properly registered on October 1, 2013, when Tenant's rent was increased. Tab 46. That Order is incorporated here by reference. The issue of a remedy was reserved for an evidentiary hearing in light of Housing Provider's argument that the failure to properly register was a "technical defect."

³ Mr. Hessler had previously represented Evolve in these proceedings and had been granted leave to withdraw in March 2014. Mr. Hessler indicated that Delwin Realty had waived any conflicts of interest stemming from this former representation.

⁴ Although Tenant titled his motion "Second Petitioner's Motion for Summary Judgment . . .", it was in fact, the first motion for summary judgment that Tenant had filed.

F. The Hearing

The parties appeared for an evidentiary hearing on January 21, 2016. Mr. Helf represented Housing Provider. Lacey Gabriel appeared as a representative of Evolve, but did not testify. Tenant appeared and testified. The exhibits admitted into evidence are set forth in Appendix A attached to this Order. At the evidentiary hearing, Housing Provider abandoned all claims of exemption regarding Tenant's unit and chose not to present evidence or make arguments that the failure to register amounted to a technical defect.

III. Jurisdiction

This matter is governed by the Rental Housing Act of 1985 (D.C. Official Code §§ 42-3501.01 *et. seq.*), Chapters 38-43 of 14 District of Columbia Municipal Regulations (DCMR), and the District of Columbia Administrative Procedures Act (DCAPA) (D.C. Official Code §§ 2-501 *et. seq.*), and OAH Rules (1 DCMR 2800 *et. seq.* and 1 DCMR 2920 *et. seq.*).

IV. Findings of Fact

1. The Housing Accommodation located at 2023 4th Street, NE, known as "Angelgate Cooperative," is a low-income cooperative with 10 units owned by 2023 4th Street Cooperative, Inc. Petitioner's Exhibit (PX) 122. During all times relevant to the tenant petition, the property was managed by Evolve. Evolve stopped managing the property in September 2014.
2. Tenant Ward is a non-proprietary leaseholder who rents his apartment from the Cooperative. PX 100. Tenant has resided in unit 302 since 1999. Tenant was

charged a monthly rent of \$550 when he moved into the apartment. Tenant's rent has remained \$550 throughout his 17-year tenancy.

3. On June 21, 2006, Tenant filed a tenant petition which was docketed at OAH as Case No. RH-TP-08-28,671, Ward v. Oakes Mgmt (Final Order Sept. 4, 2008).⁵ Tenant challenged two rent increases that increased his rent from \$550 to \$750. The housing provider (Oakes Management) did not appear for that hearing. A Final Order was issued in that case on September 4, 2008. The Administrative Law Judge found that, based on a certification of no records from the Rent Administrator, Tenant's apartment was not registered as exempt with the RAD and the rent increases were invalidated. PX 134 (*Order Deny Summ.J, Tab 34*). Tenant's rent was rolled back to \$550 per month.

4. Housing Provider subsequently increased Tenant's rent in 2012. In a settlement agreement between Tenant and Housing Provider entered on May 16, 2013, in a landlord/tenant case in D.C. Superior Court (Respondent's Exhibit (RX) 216), Housing Provider agreed to rescind a the rent increase and to:

Promptly submit an amended registration form containing the appropriate certificate of occupancy number directly to the Acting Rent Administrator, after which Plaintiff shall secure a certificate of proper registration from the Acting Rent Administrator for the unit, following which Plaintiff may implement any rent increase permitted by law. Defendant's current rent of \$550 shall remain in effect until said increase.

settlement
problem
what can be done?

⁵ I have taken judicial notice of this final order. This administrative court may *sua sponte* take judicial notice of its own decisions. See *Sherman v. Comm'n on Licensure*, 407 A.2d 595, 598 (D.C. 1979).

5. Between August 2012 and May 2014, Housing Provider filed four different Registration/Claim of Exemption forms with the RAD which are set forth in detail in the *Ord. Deny Mot. for Summ. J.* Tab 34, pages 4-6. Housing Provider has conceded that none of the four Registration/Claim of Exemption forms properly registered Tenant's unit as exempt.

6. As of the hearing date in this matter on January 21, 2016, there was no evidence that Tenant's unit was properly registered.

7. On August 22, 2013, Housing Provider served Tenant with a notice that his rent was being increased from \$550/month to \$1,100/month, effective October 1, 2013. PX 138. The notice did not identify any authorization for the increase and did not certify compliance with the housing regulations.

8. Tenant did not pay the increase and stopped paying rent altogether. PX 149. On a date that is not in the record, Housing Provider sought possession of the rental unit for non-payment of rent by filing a complaint in the Landlord/Tenant Branch of D.C. Superior Court. As part of that case, Housing Provider proceeded on the lower rent amount and Tenant was ordered to pay \$550 per month into the Court registry.

9. Evolve's rent ledger records show Tenant's rent history and reflects that, at least between October 1, 2013, and June 1, 2014, Tenant was charged a monthly rent of \$1,100. PX 149.

10. Tenant has had a problem with his refrigerator leaking and has had to place a container to catch the water. Tenant submitted an on-line request to repair his

refrigerator in September 2013. Housing Provider repaired the refrigerator in October 2013.

11. Since 2011, Tenant has had an intermittent leak in his front bedroom ceiling when it rains. He has reported the leak to Housing Provider sometimes, but not every time it has occurred. Work Orders from Evolve reflect that Tenant reported a leak on August 2, 2013, and that Housing Provider repaired it on August 6, 2013, by placing silicone outside the window. RX 211. Tenant also reported a leak on October 12, 2013. RX

212. A work order reflects that Housing Provider repaired the leak on November 11,

2013. *Id.* The leaks caused Tenant's rug to get wet.

work
order
filed
Construction ?

V. Conclusions of Law

A. Registration and Rent Increase

(1) Registration – Summary Judgment Granted

Tenant alleged in his petition that his unit and the housing accommodation were not properly registered when his rent was increased on October 1, 2013.⁶ I concluded Tenant's unit was not properly registered in both an Order Denying Housing Provider's Motion for Summary Judgment issued on July 18, 2014 (Tab 34), and an Order Granting Tenant Partial Summary Judgment issued on October 21, 2015 (Tab 46). Those Orders have been incorporated into this Final Order by reference, but I also summarize those findings below.

In summary, this administrative court found that Tenant's unit was not properly registered in September 4, 2008, when the property was managed by Oakes Management. The record does not reflect the date that Evolve became the managing agent, but Housing Provider did not attempt to register Tenant's unit until August 9, 2012. RX 204 and *Order Deny Mot*

⁶ I do not address Mr. Ward's concerns regarding the registration of the entire Housing Accommodation, which is a separate and distinct issue from the registration of Tenant's unit. Although Mr. Ward argued in early hearings that he is not the only "tenant" in the building, there is ample evidence that the building is a cooperative. There was no dispute that Mr. Ward was not a proprietary lease holder and that he was renting his apartment directly from the cooperative. The regulations are clear that "any units rented from an incorporated cooperative association may not be exempt and shall be registered by the Association." 14 DCMR 4107.3(b). This issue was discussed at length in an Order on Pending Motions issued on November 20, 2013 (Tab 7). At the evidentiary hearing on January 21, 2016, Tenant argued that the settlement agreement required Housing Provider to register the entire building, not just his unit. However, the plain language of the settlement agreement (underlined on next page), refers to Tenant's unit. As such, even if Mr. Ward's assertions were correct that there are other "tenants" in the building who were also non-proprietary leaseholders, an assertion which Housing Provider has vehemently denied, it has no bearing on Housing Provider's requirement to register Tenant's rental unit. Tenant's claim can be resolved without investigation into the occupancy of the other nine units in the building.

Summ. J. Tab 34. Housing Provider however did not claim an exemption in that filing and identified the Housing Accommodation as a condominium. In the hearing on the motion for summary judgment, Housing Provider stated that this Registration was incorrect and in error.

Subsequently, on May 16, 2013, Housing Provider entered into a settlement agreement with Tenant in the Landlord/Tenant Court that resolved both a complaint for possession and two tenant petitions pending with this administrative court. In that settlement agreement Housing Provider agreed to:

Promptly submit an amended registration form containing the appropriate certificate of occupancy number directly to the Acting Rent Administrator, after which Plaintiff shall secure a certificate of proper registration from the Acting Rent Administrator for the unit, following which Plaintiff may implement any rent increase permitted by law. Defendant's current rent of \$550 shall remain in effect until said increase.

RX 216 (emphasis added) and *Order Deny Mot. Summ. J.* (Tab 34). Tenant's allegation of improper registration that was part of his previous tenant petition was dismissed without prejudice so that Tenant could refile his petition, if Housing Provider did not comply with the terms of the settlement agreement.

Following the settlement, Housing Provider filed a second Registration/Claim of Exemption on May 31, 2013, which also did not claim an exemption and identified the Housing Accommodation as a condominium, but left the certificate of occupancy number blank. PX 102 and *Order Deny Mot. Summ. J.* (Tab 34). Housing Provider conceded that this Registration form was also incorrect and in error.

On August 13, 2013, Housing Provider filed a third Registration/Claim of Exemption for Tenant's apartment, claiming an exemption pursuant to D.C. Official Code § 42-3502.05(a)(5),

based on the building's ownership by a cooperative association. RX 214, PX 103, *Ord. Deny Mot. Deny. Summ. J* (Tab 34). Housing Provider then increased Tenant's rent by \$550 effective October 1, 2013. Tenant filed the instant petition on October 28, 2013. Because Tenant is renting his apartment from the Cooperative and not from a proprietary lease holder, his apartment is not entitled to an exemption. Housing Provider conceded this point at the hearing on the motion for summary judgment on March 24, 2014, and argued that Tenant's unit was erroneously registered as a cooperative exemption.

On March 19, 2014, while the tenant petition was pending, Housing Provider filed a fourth Registration/Claim of Exemption for Tenant's apartment. RX 215. Housing Provider claimed for the first time that Tenant's apartment was exempt pursuant to D.C. Official Code § 42-3502.05(a)(1), based on the building receiving a federally or District-subsidized mortgage. At the hearing on the motion for summary judgment, Housing Provider argued that the August 13, 2013, Registration/Claim of Exemption form contained a "technical defect" and that the correct Registration was that filed on March 19, 2014. The "technical defect" was identifying the incorrect basis for the exemption. Housing Provider further argued it should get the benefit of the August 13, 2013, filing date, and thus the October 1, 2013, rent increase was valid.

On July 18, 2014, I issued an Order denying Housing Provider's motion for summary judgment because Housing Provider did not establish that it had a current, existing, federal or District subsidy that permitted Tenant's apartment to be exempt. *See Ord. Deny Mot. Summ. J* (Tab 34) and *Bower v. Chastleton*, TP 27, 838 (RHC Mar. 27, 2014) (holding that there must be substantial evidence that a mortgage subsidy "actually existed" and was not terminated to establish an entitlement to an exemption). The Order stated that Housing Provider could present evidence of a current subsidy at the evidentiary hearing.

By Order dated October 21, 2015, I granted Tenant's motion for partial summary judgement on the issue of registration. Tab 46. Housing Provider conceded that Tenant's apartment was not properly registered on October 1, 2013, when Tenant's rent was increased, even if the improper registration was a "technical defect." A technical defect would not render Tenant's apartment properly registered, but, if established, might affect the remedy that Tenant would be entitled to.

At the evidentiary hearing on January 21, 2016, Housing Provider abandoned all claims that Tenant's unit was exempt from the rent stabilization provisions of the Act and did not present any additional evidence on registration. There was no evidence that Tenant's apartment was properly registered as of the hearing date. The Act and regulations provide that a housing provider who fails to properly register a housing accommodation is prohibited from increasing the rent. D.C. Official Code § 42-3502.08(a); 14 DCMR § 4104.2. Therefore, I conclude that Tenant's apartment was not properly registered when his rent was increased on October 1, 2013, and therefore Housing Provider was not permitted to increase Tenant's rent.

(2) The Rent Increase

Housing Provider argued at the hearing that Tenant's rent was never really increased because Housing Provider never sought to enforce the increase and Tenant was only required to pay \$550 into the court registry through a protective order. The Act defines "rent" as "[T]he entire amount of money, money's worth, benefit, bonus, or gratuity demand, received, or charged by a housing provider as a condition of occupancy or use of a rental unit, its related services, and its related facilities." D.C. Official Code § 42-3501.03(16) (emphasis added). The District of Columbia Court of Appeals has held that because the definition of "rent" includes the

entire amount of money “demanded, received, or charged,” the Act permits a rent refund of ~~money demanded but never received.~~ *Kapusta v. D.C. Rental Hous. Comm’n*, 704 A.2d 286 (D.C. 1997).

The Rental Housing Commission has held that when an improper demand for a rent increase has been made, to contest the award of damages, a housing provider is required by the Act to show that it “withdrew, revoked or otherwise negated” a continuing “demand” for an improper rent increase. *1773 Lanier Pl., NW Tenants’ Ass’n v. Drell*, TP 27,344 (RHC Sept. 9, 2009) at 35 (holding that in the absence of evidence that a rent increase was withdrawn or revoked, housing provider’s correspondence that a rent increase was “temporarily on hold” was an ongoing demand for an illegal rent increase). The question then is whether Housing Provider ever rescinded the rent increase. There was no evidence presented that Housing Provider ever informed Tenant that the increase was rescinded. I have considered whether Housing Provider’s act of proceeding on the lower rent amount in the Landlord/Tenant case and the protective order for rent in the amount of \$550 amounted to a revocation of the rent increase and I conclude that it did not.

Proceeding on the lower rent amount is a common strategy in Landlord/Tenant court to avoid a *Drayton* stay, which Tenant had requested. *Drayton v. Poretsky Mgmt., Inc.*, 462 A.2d 1115 (D.C. 1983) (holding that when a tenant petition is filed challenging a rent increase, the Landlord/Tenant court must stay its proceedings pending resolution of the tenant petition). Proceeding on the lower rent amount permits the housing provider to move forward with a suit for possession even though a challenge to a rent increase is pending in this administrative court. *Id.* at 1120 (“ If the landlord prefers to go ahead with the trial of the possessory action on the basis of the rent level as it was apart from the challenged increase, then the L&T Branch should

permit landlord to do so”). Proceeding on the lower rent amount however, has no bearing on a housing provider’s ability to demand the increased rent after the filing date of the complaint for possession, even if a protective order is entered. A protective order does not determine the legal rent owed or of the legality of a rent increase, particularly in a suit for non-payment of rent. The Court of Appeals has characterized a protective order as follows:

A protective order has no permanent impact on the rights of the parties but only maintains the status quo between the tenant and the landlord. The guiding principal is to arrive at a reasonable monthly payment that will, at one and same time, impose a fair obligation on the defendant, permit the case to be heard on the merits, and assure the plaintiff that if he wins, he will at least receive reasonable intervening rent.

Graham v. Lanier Assoc., 19 A.3d 361 (D.C. 2011) citing *Davis v. Rental Assoc.*, 456 A.2d 782, 785 (D.C. 1983) (*en banc*). As such, a protective order establishes only a “reasonable intervening rent” pending resolution of the Landlord/Tenant case. Housing Provider’s own rent rolls reflect monthly rent charges of \$1,100 on Tenant’s account through June 1, 2014. PX 149. Moreover, the evidence presented at the hearing on the motion for summary judgment suggests that at the time this tenant petition was filed, Housing Provider believed Tenant’s apartment was properly registered and entitled to an exemption; therefore it had no reason to rescind the increase.

Housing Provider did not present any evidence that it otherwise revoked the rent increase after June 1, 2014. At the status conferences held in this case, former counsel for Housing Provider, Mr. Hessler, repeatedly said that there had not been an increase, but that assertion was rebutted by the August 2013 rent increase notice and the rent ledger. The ledger that Tenant submitted only went through June 1, 2014. However, Tenant testified that he was never told by Housing Provider that the rent increase was revoked. Housing Provider did not submit any

evidence that it changed the amount of rent being charged to Tenant at any point after June 1, 2014. In the absence of any evidence in the record that Housing Provider notified Tenant that the rent increase was actually withdrawn or revoked at any time during the period from October 1, 2013 to January 2016 (the date of the hearing), I find that Housing Provider continued to demand the increased rent amount through the hearing date. **Therefore, Tenant is entitled to a rent refund of \$550 per month from October 1, 2013, through January 1, 2016, a period of 28 months for a total of \$15,400 plus interest in the amount of \$437.99, as calculated in Appendix B attached to this Order.**

I have also considered whether Tenant is entitled to treble damages and find that he is not. The Act provides penalties for violations of the Act depending on the nature of the violation, but also on the state of mind of the wrongdoer. Thus, § 42-3509.01(a) subjects a person who “knowingly” commits certain violations having to do with rent charges or provision of services to the penalty of return of excess rent (which may be trebled) or a roll back of rent charged. The Act specifically allows for the imposition of treble damages upon a finding of “bad faith.” See *Bernstein Mgmt. Corp. v. D.C. Rental Hous. Comm’n*, 952 A.2d 190, 198 (D.C. 2008); *Velrey Props. v. Wallace*, TP 20,431 (RHC Sept. 11, 1989).

Bad faith refers to the “character and quality” of a prohibited act, and not to “a specific act in itself.” See *Third Jones Corp. v. Young*, TP 20,300 (RHC Mar. 22, 1990). The determination of whether a housing provider is liable for treble damages is a two-step process. *Id.*; see also, D.C. Official Code § 42-3509.01(a). First, a determination must be made of whether a violation of the Act is “knowing” conduct. *Id.* Second, the housing provider’s conduct must be “sufficiently egregious” to warrant a finding of bad faith. *Notsch v. Carmel Partners, LLC*, RH-TP-06-28,690 (RHC May 16, 2014). The Commission has held that intent or

state of mind of the housing provider is “the most important factor” in determining “bad faith.” *Id.* at 9.

The D.C. Court of Appeals has interpreted the term “knowingly” to mean “only knowledge of the ‘essential facts bringing the person’s conduct within the reach of the penalty provisions’ of the Act, not ‘actual knowledge’ of the unlawfulness of the conduct.” *Washington Communities v. Joyner*, TP 28,151 (July 22, 2008) at 12-13 (quoting *Miller v. D.C. Rental Hous. Comm’n*, 870 A.2d 556, 558 (D.C. 2005)). “Because ‘the law presumes knowledge of the legal consequences arising from performance of the prohibited conduct,’ the section does not require “actual knowledge of the unlawfulness of the [prohibited] act or omission.” *Miller v. D.C. Rental Hous. Comm’n*, 870 A.2d at 558 citing *Quality Mgmt., Inc. v. D.C. Rental Hous. Comm’n*, 505 A.2d 73, 75 (D.C. 1986); see also *Webb v. D.C. Rental Hous. Comm’n*, 505 A.2d 467, 469-70 (D.C. 1986). In this case, the prohibited conduct was increasing Tenant’s rent when his apartment was not properly registered. Housing Provider “knowingly” increased Tenant’s rent on October 1, 2013, although it may or may not have known that Tenant’s unit was not properly registered.

To meet the second step of the process, in finding that a housing provider has acted in bad faith, the evidence must demonstrate that the conduct was “egregious, display[ed] a deliberate refusal to perform without a reasonable excuse and/or manifest[ed] dishonest intent, sinister motive, or heedless disregard of duty.” *Notsch v. Carmel Partners, LLC*, RH-TP-06-28,690 at 30. Further, the Commission has held that a finding of bad faith for the purposes of treble damages must be based upon specific findings of fact that demonstrate a “higher level of culpability.” *Id.*

Although this administrative court held as early as 2008 that Tenant's apartment was not registered, the management company at that time was Oakes Management and not Housing Provider Evolve. There was no evidence that Evolve was aware that Tenant's apartment was not registered when it became the management company. The record does not reflect when Evolve became the management company. Housing Provider Evolve first attempted to register Tenant's apartment on August 9, 2012, one year before Tenant's rent was increased. That registration erroneously identified the property as a condominium and did not claim an exemption. While counsel for Housing Provider argued this Registration/Claim of Exemption was an error, there was no evidence regarding the circumstances surrounding the filing of this Registration. Tenant and Housing Provider then became involved in a Landlord/Tenant case and two tenant petitions before OAH challenging a rent increase and the registration of the property. Tenant and Housing Provider entered into a settlement agreement on May 16, 2013, which resolved both the Landlord/Tenant case and the pending tenant petitions. The only issue regarding registration in that settlement was that the certificate of occupancy number listed on the Registration/Claim of Exemption form did not match the actual certificate of occupancy.

On May 31, 2013, two weeks after the settlement, Housing Provider filed a new claim of exemption based on the property being a condominium, which was also erroneous. Housing Provider then filed a third Registration/Claim of Exemption on August 13, 2013, which claimed an exemption based on the cooperative ownership of the building. Housing Provider then increased Tenant's rent effective October 1, 2013. There is no evidence that establishes Housing Provider's erroneous claim of exemption in August 2013, based on the cooperative ownership of the property, was the result of any dishonest motive.

While no witness testified on behalf of Housing Provider in any of these proceedings, it is a reasonable inference from the sequence of events, beginning with the November 20, 2013, Order on Pending Motion and Cancelling Mediation (Tab 7), that it was during the course of these proceedings that Housing Provider realized that it could not claim an exemption for a non-proprietary lease holder that is renting his unit directly from the Cooperative. There is no evidence in the record regarding the reasons for filing the four different Registration/Claims of Exemption forms, all of which ultimately were invalid. Tenant's conclusory statements that Housing Provider increased his rent and failed to properly register his unit to retaliate for complaints made and attempting to organize a tenant association do not amount to specific findings of fact that demonstrate a higher level of culpability, as required. Accordingly, no treble damages are awarded.

(3) Rent Increase Forms

Tenant's petition alleged that Housing Provider failed to file the proper rent increase forms with the RAD. As Housing Provider claimed an exemption for Tenant's unit, it would not have filed a rent increase form which is not required for exempt units. However, because Tenant's unit was not in fact exempt, Housing Provider was required to file a rent increase form with the RAD. As I have invalidated the rent increase on other grounds, there is no additional relief available to Tenant for Housing Provider's failure to file rent increase forms.

(4) Notice of Rent Increase

Tenant's petition alleged that he did not receive a proper 30-day notice of a rent increase. In order to increase a tenant's rent, the Act requires a Housing Provider: (a) provide the tenant with at least 30 days written notice; (b) certify that the unit and common elements are in

substantial compliance with the housing regulations; (c) provide the tenant with a notice of rent adjustment filed with the RAD; (d) provide the tenant with a summary of tenant rights under the Act; and (e) simultaneously file with the RAD, a sample copy of the notice of rent adjustment along with an affidavit of service. D.C. Official Code § 42-3502.08(f); 14 DCMR 4205.4. A rent adjustment is not deemed properly implemented unless the notice contains: (1) the amount of the adjustment; (2) the new rent amount; (3) the date upon which the adjusted rent shall be due; and (4) the date and authorization for the rent adjustment. 14 DCMR 4205.4.

The notice that Tenant received increasing his rent to \$1,100 did not conform to the requirements of the Act as it did not identify the authorization for the increase and did not certify compliance with the housing regulations. However, as the rent increase was invalidated on other grounds, there is no additional relief available to Tenant.

(5) Tenant's allegation that the rent charged exceeded the legally calculated rent for his unit.

It is not clear from the record whether Tenant was alleging that the \$1,100 rent increase exceeded the legally calculated rent for his unit or that the \$550 rent amount charged before the increase exceeded the legally calculated rent. The evidence in this case established that Tenant's rent has been \$550 since he moved into the apartment 17 years ago, until the October 1, 2013, increase. There is no evidence that the Tenant's rent should be anything other than \$550 per month and Tenant is barred by the statute of limitation from challenging the \$550 rent amount which has been in place for 17 years. *See* D.C. Official Code § 42-3502.06 ("No petition may be filed with respect to any rent adjustment, under any section of this chapter, more than three years after the effective date of the adjustment"). The October 2013 increase is the only increase that

Housing Provider imposed and it has been invalidated. There is no additional relief available for Tenant and I conclude that the \$550 rent is not higher than the legally calculated rent for his unit.

B. Reductions in Services and/or Facilities

The Act provides that where “related services or related facilities supplied by a housing provider for a housing accommodation . . . are substantially increased or decreased, the [administrative law judge] may increase or decrease the rent charged, as applicable, to reflect proportionally the value of the change in services or facilities.” D.C. Official Code § 42-3502.11. In turn, an administrative law judge may award a rent refund to the tenant if the housing provider “substantially reduces or eliminates related services previously provided for a rental unit” (D.C. Official Code § 42-3509.01(a)) or fails to provide services required by the District of Columbia housing code. *Zucker v. NWJ Mgmt.*, TP 27,690 (RHC May 16, 2005) at 10.

The assessment of a tenant’s claims for reductions of services or facilities requires a three-part analysis. *Karpinski v. Evolve Mgmt.*, RH-TP-09-29,590 (RHC Aug. 19, 2014); *Kuratu v. Ahmed, Inc.*, RH-TP-07-28,985 (RHC Dec. 27, 2010). First, the tenant must establish that a “related” service or facility was “substantially” reduced. D.C. Official Code § 42-3509.01(a). Although the Act does not state what constitutes a substantial reduction in services, the District of Columbia Court of Appeals has applied the Act’s definition of a “substantial violation” as one measure of “a substantial reduction in services. A substantial violation requires a housing condition in violation of a statute or regulation that “may endanger or materially impair the health and safety of any tenant or person occupying the property.” *Parreco v. D.C. Rental Hous. Comm’n*, 885 A.2d at 337 (quoting D.C. Official Code § 42-3501.03(35)). The Rental Housing Commission has held that a determination of whether a reduction is “substantial” is “a function

of the 'degree or loss'. . . substantiated by the length of time that the tenants were without the service." *Karpinski v. Evolve Mgmt.*, RH-TP-09-29,590 at 19 (quoting *Newton v. Hope*, TP 27,034 (RHC May 29, 2002)). The regulations also provide a list of 14 housing code violations that are deemed substantial as a matter of law, which means the fact that they exist makes them substantial without additional evidence. 14 DCMR 4216.2. In addition, a large number of minor violations can cumulatively amount to a substantial reduction. *Id.*

Second, the tenant must present "competent evidence of the existence, duration, and severity of the reduced services." *Jonathan Woodner Co. v. Enobakhare*, TP 27,730 (RHC Feb. 3, 2005) at 11 (citations omitted).

Finally, a tenant must show that the housing provider had knowledge of the alleged reduction in services and that the tenant gave the housing provider reasonable access to the premises to make repairs. *Id.* If a tenant fails to prove any of the three elements, the entire claim will fail. *Karpinski v. Evolve Mgmt.*, RH-TP-09-29,590 at 19; *Kuratu v. Ahmed, Inc.*, RH-TP-07-28,985 at 24.

In this case, Tenant identified two reductions in services: a leak in his refrigerator and a leak in the bedroom ceiling when it rains. Tenant testified that in September 2013 he reported the refrigerator leak and it was repaired in October 2013. Tenant did not know the specific dates of the refrigerator leak or the date he requested repairs. As such, Tenant has not established the duration of the reduced services. Relevant times and length of time services are reduced are essential elements to a claim of reductions in services and facilities. *Davis v. Madden*, TP 24,983 (RHC Mar. 28, 2002) at 8. Based on Tenant's testimony, the leak could have been present for 30 days or 2 days. Tenant did not establish that the refrigerator leak was not

promptly repaired and therefore I conclude he did not establish a substantial reduction in services.

Tenant testified that the leak in his bedroom ceiling has been on-going. Tenant testified that he has reported the problem repeatedly, but not necessarily every time it has occurred. Tenant was unable to recall any specific dates that leaks occurred or whether they were repaired, testifying only that after he reported the problem he would see workmen outside. Housing Provider established that Tenant reported a leak on two occasions. On August 2, 2013, Tenant reported a leak which Housing Provider repaired four days later on August 6, 2013. The regulations provide for a reduction in rent only when related services or facilities decrease by accident and "are not *promptly restored* to the previous level." 14 DCMR 2411.6 (emphasis added). The Court of Appeals has held "The regulation therefore does not mandate a refund of rent whenever, by accident, there is a substantial reduction in service, but only when the service is 'not promptly restored to the previous level'." *Parreco v. D.C. Rental Hous. Comm'n*, 885 A.2d 327 (D.C. 2005). As such, the evidence supports that Housing Provider promptly repaired the August leak after it was reported.

On October 12, 2013, Tenant also reported a leak, which was repaired on November 11, 2013. Although the repair was made one month later, which arguably was not prompt, there was no evidence of a substantial reduction. Tenant testified that the leak occurred only when it rained, and did not provide any detail about the leak between October 12, 2013, and November 11, 2013. Tenant did not establish it was raining during this period causing additional leaks, or what impact the leak otherwise had. Therefore, Tenant has not met his burden.

Tenant's petition also alleged that his rent was increased on October 1, 2013, when the Housing Accommodation was not in substantial compliance with the housing regulations. There was no evidence of a housing code violation that existed on October 1, 2013. Nonetheless, as the October 2013 rent increase was invalidated on other grounds, there is not additional relief available to Tenant.

C. Retaliation

Tenant alleges in his petition that Housing Provider retaliated against him. Tenant testified that Housing Provider retaliated against him by raising his rent because Tenant complained about improper late fees and rent increases, and because he tried to start a tenant organization.

The determination of retaliatory action requires a two-step analysis which is outlined in the provisions of the Act and the regulations. First, it must be determined whether the housing provider committed an act that is considered retaliatory under D.C. Official Code § 42-3505.02(a). Second, a tenant is entitled to a presumption of retaliation if it is established that the housing provider's conduct occurred within six months of the tenant performing one of the six protected acts listed in D.C. Official Code § 42-3505.02(b) and 14 DCMR 4303.4.⁷

⁷ 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 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

If retaliation is presumed, then the burden shifts to the housing provider to provide clear and convincing evidence that its actions were not retaliatory. 14 DCMR 4303.4; *See Youssef v. United Mgmt. Co., Inc.*, 683 A.2d 152, 155 (D.C. 1996). In the absence of a presumption of retaliation (i.e. the tenant did not participate in a protected act within six months of the alleged retaliatory conduct), a tenant must prove retaliation by a preponderance of the evidence.

In this case, Tenant is not entitled to a presumption of retaliation. Although Tenant testified that Housing Provider retaliated against him for trying to start a tenant association, which is a protected act, there was no evidence of when and how Tenant attempted to start a tenant association. Tenant did not establish that he participated in any of six protected acts listed in D.C. Official Code § 42-3505.02(b) in the six months prior to the October 1, 2013, rent increase. Therefore, Tenant must prove retaliation by a preponderance of the evidence.

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."

Tenant has failed to meet his burden. Tenant did not present any evidence to lead to a conclusion that Housing Provider retaliated against him. Tenant made only a conclusory statement that Housing Provider retaliated against him for making complaints about late fees and rent increases, and starting a tenant organization. Indeed, even the rent ledger which Tenant submitted does not reflect late fees charged to his account. There is no evidence of any participation in a tenant association. Accordingly, Tenant's allegation of retaliation is dismissed.

VI. Order

Therefore, it is this 8th day of April, 2016:

ORDERED, that Tenant has met his burden of proving that his rent was increased on October 1, 2013, when his apartment was not properly registered, that Housing Provider did not file the correct rent increase forms, and that Tenant did not receive a proper 30-day notice of rent increase. Within 30 days of the issuance of this Final Order, Housing Provider shall pay Tenant rent refunds plus interest totaling **\$15,837.99 (FIFTEEN THOUSAND EIGHT HUNDRED THIRTY SEVEN DOLLARS AND NINETY-NINE CENTS)**; and it is further

ORDERED, that Housing Provider shall not charge Tenant a rent higher than \$550 per month until Tenant's unit is properly registered; and it is further

ORDERED, that Housing Provider failed to prove that Tenant's apartment is entitled to an exemption; and it is further

ORDERED, that all other allegations in Tenant's petition are dismissed with prejudice; and it is further

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

A handwritten signature in black ink, appearing to read "Erika L. Pierson", written over a horizontal line.

Erika L. Pierson
Principal Administrative Law Judge

APPENDIX A: EXHIBITS ADMITTED

EXHIBIT NO.	OFFERED BY	DESCRIPTION
202	Respondent	Deed of Trust Securing District of Columbia Local Development Corporation, April 2, 1991
204	Respondent	RAD Registration/Claim of Exemption Form, August 9, 2012
211	Respondent	Evolve Task 614571
212	Respondent	Evolve Task 632281
214	Respondent	RAD Registration/Claim of Exemption Form, August 14, 2013
215	Respondent	RAD Registration/Claim of Exemption Form, March 19, 2014
216	Respondent	Stipulation of Settlement, May 16, 2013
100	Petitioner	Tenant Lease
102	Petitioner	RAD Registration/Claim of Exemption dated 5/31/13
103	Petitioner	RAD Registration/Claim of Exemption dated 8/14/13
110	Pctitioner	Certification of No Records
118	Petitioner	Notice to Tenant of Rent Increase
122	Petitioner	Articles of Incorporation of 2023 4 th Street, Cooperation
132	Petitioner	Certification of no records
134	Petitioner	Final Order: Ward v. Oakes Management Inc. RH-TP-06-28,672 9/1/2004

APPENDIX B: INTEREST

The rules implementing the Rental Housing Act provide for the award of interest on rent refunds calculated from the date of the violation to the date of the issuance of the Final Order. 14 DCMR 3826.2. The interest rate imposed is the judgment interest rate used by the Superior Court of the District of Columbia on the date of issuance of the decision. See 14 DCMR 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 D.C. Superior Court interest rate is currently 2% per annum.

Interest Award and Chart					
A	B	C	D	E	F
Dates of Overcharges	Amount of Overcharge	Months Held by Housing Provider ⁸	Monthly Interest Rate	Interest Factor	Interest Due
			(2% per annum)	(C x D)	(B x E)
10/1/13	\$ 550.00	30.23	0.0017	0.051391	\$ 28.27
11/1/13	\$ 550.00	129.23	0.0017	0.049691	\$ 27.33
12/1/13	\$ 550.00	28.23	0.0017	0.047991	\$ 26.40
1/1/14	\$ 550.00	27.23	0.0017	0.046291	\$ 25.46
2/1/14	\$ 550.00	26.23	0.0017	0.044591	\$ 24.53
3/1/14	\$ 550.00	25.23	0.0017	0.042891	\$ 23.59
4/1/14	\$ 550.00	24.23	0.0017	0.041191	\$ 22.66
5/1/14	\$ 550.00	23.23	0.0017	0.039491	\$ 21.72
6/1/14	\$ 550.00	22.23	0.0017	0.037791	\$ 20.79
7/1/14	\$ 550.00	21.23	0.0017	0.036091	\$ 19.85
8/1/14	\$ 550.00	20.23	0.0017	0.034391	\$ 18.92
9/1/14	\$ 550.00	19.23	0.0017	0.032691	\$ 17.98
10/1/14	\$ 550.00	18.23	0.0017	0.030991	\$ 17.05
11/1/14	\$ 550.00	17.23	0.0017	0.029291	\$ 16.11
12/1/14	\$ 550.00	16.23	0.0017	0.027591	\$ 15.18
1/1/15	\$ 550.00	15.23	0.0017	0.025891	\$ 14.24
2/1/15	\$ 550.00	14.23	0.0017	0.024191	\$ 13.31
3/1/15	\$ 550.00	13.23	0.0017	0.022491	\$ 12.37
4/1/15	\$ 550.00	12.23	0.0017	0.020791	\$ 11.44
5/1/15	\$ 550.00	11.23	0.0017	0.019091	\$ 10.50
6/1/15	\$ 550.00	10.23	0.0017	0.017391	\$ 9.57
7/1/15	\$ 550.00	9.23	0.0017	0.015691	\$ 8.63

⁸ The number of months is prorated based on the date the decision was issued.

8/1/15	\$ 550.00	8.23	0.0017	0.013991	\$ 7.70
9/1/15	\$ 550.00	7.23	0.0017	0.012291	\$ 6.76
10/1/15	\$ 550.00	6.23	0.0017	0.010591	\$ 5.83
11/1/15	\$ 550.00	5.23	0.0017	0.008891	\$ 4.89
12/1/15	\$ 550.00	4.23	0.0017	0.007191	\$ 3.96
1/1/16	\$ 550.00	3.23	0.0017	0.005491	\$ 3.02
Total	\$ 15,400.00				\$ 437.99

MOTIONS FOR RECONSIDERATION

Any party served with a final order may file a motion for reconsideration within ten (10) calendar days of service of the final order in accordance with 1 DCMR 2938 and 2828.3. When the final order is served by mail, five (5) days are added to the 10 day period in accordance with 1 DCMR 2812.5.

Where substantial justice requires, a motion for reconsideration shall be granted for any reason including, but not limited to: if a party shows that there was a good reason for not attending the hearing; there is a clear error of law in the final order; the final order's findings of fact are not supported by the evidence; or new evidence has been discovered that previously was not reasonably available to the party seeking reconsideration. 1 DCMR 2828.5.

The Administrative Law Judge has forty-five (45) 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 45 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
441 4th Street, NW
Suite 1140 North
Washington, DC 20001
(202) 442-8949

D.C. Court of Appeals E-Filing Approval Notice - 26-CV-0138 - STEVEN WARD V. THOS D. WALSH, INC., REALTORS

From: noreply1@dcaappeals.gov (noreply1@dcaappeals.gov)

To: stephendavidcegzz@yahoo.com

Date: Thursday, April 2, 2026 at 09:38 AM EDT

This is a notice to inform you that the MOTIONS - Supplement The Record filed on 26-CV-0138 has been accepted by the Court Clerk. This filing can be viewed at <https://efile.dcaappeals.gov/filing/summary.do?eservice=true&electronicFilingID=94702>.

Docket Description: Motion To Supplement The Record

Notice will be electronically mailed to:

Ian A. Williams: ianwilliamslaw@verizon.net

Sean K. Cash: scash@mmrlaw.com

This e-mail was sent to stephendavidcegzz@yahoo.com by the D.C. Court of Appeals E-Filing website.

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