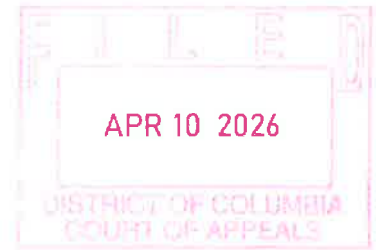


**District of Columbia  
Court of Appeals**



No. 26-CV-0138

STEVEN WARD,  
Appellant

v.

2024-LTB-010829

NYT OWNER, LLC,  
Appellee.

BEFORE: Beckwith, Easterly, and Shanker, Associate Judges.

**O R D E R**

On consideration of appellant's response (filed in Superior Court) to this court's March 19, 2026, order directing him to show cause why this appeal should not be dismissed as taken from nonfinal orders; appellant's emergency motion for a stay, which the March 19, 2026, order denied in part and held in abeyance in part; appellant's combined motion to supplement the record and renewed emergency motion for a stay; appellant's various "notices"; and appellant's motion for leave to file a lodged supplemental notice; and it appearing that NYT Owner, LLC, has been substituted as the plaintiff below, it is

ORDERED that NYT Owner, LLC, is substituted for Thos. D. Walsh, Inc., Realtors, as the appellee in this matter. It is

FURTHER ORDERED that appellant's motion for leave to file the lodged supplemental notice is granted and the Clerk shall file the lodged notice. It is

FURTHER ORDERED that appellant's combined motion to supplement the record and renewed emergency motion for a stay is denied to the extent appellant seeks to supplement the record. It is

FURTHER ORDERED that appellant's stay motions are denied. *See Barry v. Wash. Post Co.*, 529 A.2d 319, 321 (D.C. 1987) (explaining that to prevail on a motion for stay, the movant must demonstrate that he is likely to succeed on the

Exhibit A

**No. 26-CV-0138**

merits of the appeal; irreparable harm will result if the stay is denied; the opposing party will not be harmed by the stay; and a stay would be in the public interest); *see also FTC v. Dean Foods Co.*, 384 U.S. 597, 603 (1966) (explaining that the All Writs Act, 28 U.S.C § 1651(a), empowers appellate courts to issue writs appropriate in aid of their jurisdiction); *A.C. v. N.W.*, 160 A.3d 509, 524 n.22 (D.C. 2017) (noting that the All Writs Act applies to “all courts established by Act of Congress” including the D.C. courts). It is

FURTHER ORDERED that the appeal is dismissed as having been taken from nonfinal and nonappealable orders of the Superior Court. *See* D.C. Code § 11-721(a) (stating this court has jurisdiction over appeals from “all final orders and judgments of the Superior Court of the District of Columbia” and “interlocutory orders . . . granting, continuing, modifying, refusing, or dissolving or refusing to dissolve or modify injunctions”); *Rolinski v. Lewis*, 828 A.2d 739, 745-46 (D.C. 2003) (“Normally, an order or judgment is deemed to be final only if it disposes of the whole case on its merits so that the court has nothing remaining to do but to execute the judgment or decree already rendered.” (citations and internal quotation marks omitted)). An appeal may be taken after an adverse final judgment of the Superior Court.

**PER CURIAM**

Copies e-served to:

Honorable Shana Frost Matini

Magistrate Judge Sherry M. Trafford

QMU – Civil Division

Steven Ward

Ian A. Williams, Esquire

cml

Exhibit A

**DISTRICT OF COLUMBIA  
OFFICE OF ADMINISTRATIVE HEARINGS**  
One Judiciary Square  
441 Fourth Street, NW  
Washington, DC 20001-2714  
TEL: (202) 442-9094  
FAX: (202) 442-4789

STEPHEN WARD,  
Tenant/Petitioner,

v.

EVOLVE PROPERTY MANAGEMENT LLC,  
Housing Provider/Respondent.

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

*In re:* 2023 4<sup>th</sup> Street, NE, Unit 302

**SECOND AMENDED 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,

Exhibit B

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

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

the six protected acts listed in D.C. Official Code § 42-3505.02(b) and 14 DCMR 4303.4.<sup>7</sup> 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.

---

<sup>7</sup> 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 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.”

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.

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 14<sup>th</sup> day of August, 2017:

**ORDERED**, that the Final Order issued on April 8, 2016, and the Amended Final Order issued on May 27, 2016, are **VACATED** and replaced by this Second Amended Final Order; and it is further

**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. If not already paid, within 30 days of the issuance of this Amended Final Order, Housing Provider shall pay Tenant rent refunds plus interest totaling **\$6,877.47 (SIX**

**THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS AND FORTY-SEVEN CENTS), and it is further**

**ORDERED**, that Tenant shall not be charged a rent higher than \$550 per month until Tenant's unit is properly registered and a proper rent increase is taken in compliance with the Rental Housing Act of 1985; 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.

---

Erika L. Pierson  
Principal Administrative Law Judge

1 matched up. Thomas D. Walsh is the property manager, and  
2 they're bringing the case in the name of -- or on behalf  
3 of an agent of NYT Owner, LLC.

4 Is that your understanding, Mr. Williams?

5 MR. WILLIAMS: Yes, Your Honor.

6 THE COURT: All right. That's what the  
7 paperwork says. Tell me what you think about that. Go  
8 ahead.

9 MR. WARD: So then the paperwork is saying that  
10 they have a proper registration, right? Except the -- the  
11 -- the law says that the proper registration --  
12 registration means that they would have submitted the  
13 documents showing how they arrived at the calculations for  
14 the -- for the rent, for one.

15 So they arrived at calculations of 700 and  
16 something and my lease is 550, so -- okay -- but that  
17 dispute. And then the RA -- the registration, in order to  
18 get the registration, don't you have to have a business  
19 license and a certificate of occupancy? And for you to  
20 have a business license and certificate of occupancy,  
21 don't those have to be valid and posted on the -- at the  
22 entrance of the building?

23 They both say that. Whether it's a certificate  
24 of occupancy or the business license. And here the image  
25 shows that all the way through -- I mean, it's October,

1 November, December, January, February, March, April, May;  
2 they don't have anything posted. The -- none of the  
3 residents of the property know anything about NYT or -- or  
4 Thomas Walsh. But I'm supposed to come in here and say  
5 why I -- I'm not paying them rent?

6 THE COURT: So the picture you've got up on the  
7 wall of the basic business license is not the one attached  
8 to the complaint. It's a different basic business license  
9 for the 4th Street Cooperative. I'm looking at that now,  
10 it's a little hard to read. 2023 4th Street Northeast for  
11 that basic business licenses. All right. I see that  
12 argument now that they've posted a different business  
13 license and the unit here as well as --

14 MR. WILLIAMS: If I may, Your Honor --

15 THE COURT: Give me one minute, I'm still just  
16 trying to make sure I understand all the different things.  
17 Can you just give me one moment to get caught up with you  
18 all?

19 I can't read the other. Let me see the  
20 certificate of -- no, these are all just basic business  
21 licenses, this one says -- and that's for one unit. This  
22 business license on the wall is for one unit for the 4th  
23 Street Cooperative. One unit and the business license  
24 attached to the complaint.

25 MR. WARD: Isn't there a condition -- precedent

# Notification of Service for Case No. 2024-LTB-010829 (NYT OWNER LLC v. STEVEN WARD)

From: no-reply@efilingmail.tylertech.cloud (no-reply@efilingmail.tylertech.cloud)

To: stephendavidcegzz@yahoo.com

Date: Saturday, April 11, 2026 at 04:15 PM EDT

## Notification of Service

Envelope Number: 568093

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
<b>Case Number</b>	2024-LTB-010829
<b>Case Style</b>	NYT OWNER LLC v. STEVEN WARD
<b>Date/Time Submitted</b>	4/11/2026 3:14 PM CST
<b>Filing Type</b>	Motion for Summary Judgment Filed
<b>Filed By</b>	Stephen Ward
<b>Service Contacts</b>	Other Service Contacts not associated with a party on the case:  Melissa Polito (mpolito@mmrlaw.com)  Ian Williams (ianwilliamslaw1@gmail.com)  Stephen Ward (stephendavidcegzz@yahoo.com)

Document Details	
<b>Service Copy</b>	You have received a service copy of a filing. Access the filing by clicking: <a href="https://efmdc.tylertech.cloud/ViewServiceDocuments.aspx?ADMIN=0&amp;SID=f4e1ee0a-1c72-4174-9150-42551f266298">https://efmdc.tylertech.cloud/ViewServiceDocuments.aspx?ADMIN=0&amp;SID=f4e1ee0a-1c72-4174-9150-42551f266298</a> This link is active for 45 days. To access this document, you will be required to enter your email address. Click <a href="#">here</a> for more information.

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*Exhibit C*