DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

TP 24,379

In re: 1320 Missouri Avenue, N.W.

Ward Four (4)

MARIE and CHRISTIAN DIAS
Housing Providers/Appellants

v.

AARONITA PERRY
Tenant/Appellee

DECISION AND ORDER

April 20, 2001

YOUNG, COMMISSIONER: This case is on appeal from the District of Columbia Department of Consumer and Regulatory Affairs (DCRA), Office of Adjudication (OAD), to the Rental Housing Commission (Commission), pursuant to the Rental Housing Act of 1985 (Act), D.C. Law 6-10, D.C. CODE § 45-2501, et seq., and the District of Columbia Administrative Procedure Act (DCAPA), D.C. CODE § 1-1501, et seq. The Commission's rules, 14 DCMR 3800 et seq., also apply.

I. PROCEDURAL HISTORY

Aaronita Perry, the tenant/appellee, filed Tenant Petition (TP) 24,379 with the Rental Accommodations and Conversion Division (RACD) on June 30, 1997. In her petition, Ms. Perry, who occupied unit 301 at the housing accommodation located at 1320 Missouri Avenue, N.W., alleged that the housing providers/appellants, Marie and Christian Dias: 1) took a rent increase larger than the amount of increase permitted by the Act; 2) failed to file the proper rent increase forms with RACD; 3) charged rent which

exceeded the legally calculated rent ceiling for her unit; 4) filed an improper rent ceiling for her unit with RACD; and 5) took a rent increase while her unit was not in substantial compliance with the D.C. Housing Regulations.

A hearing on the tenant petition was held on October 7, 1997. The tenant appeared at the hearing, however, neither of the housing providers appeared. The hearing examiner, Gerald J. Roper, issued a decision and order dated May 7, 1999. The hearing examiner concluded in his decision and order that the housing provider committed two violations of the Act. First, the examiner held that the housing providers violated the Act, D.C. CODE § 45-2516, when they increased the tenant's rent to an amount in excess of the applicable rent ceiling. Second, he held that the housing providers violated the Act, D.C. CODE § 45-2518, when they increased the tenant's rent while the housing accommodation was not in substantial compliance with the D.C. Housing Regulations. The hearing examiner awarded the tenant a trebled rent refund, plus interest.

On May 26, 1999, the housing providers filed a notice of appeal with the Commission and argued that the hearing examiner erred when he stated that the notice of the October 7, 1997, OAD hearing was delivered to the housing providers. On June 21, 1999, the tenant filed with the Commission a Motion for Summary Affirmance of the hearing examiner's decision in Perry v. Dias, TP 24,379 (OAD May 7, 1999). In an order dated December 27, 1999, the Commission denied the tenant's Motion for Summary Affirmance. Further, the Commission reversed and remanded the hearing examiner's decision and order to OAD for a hearing de novo, because of the failure of OAD to send the hearing notice to the housing providers by certified mail or by other means that assured delivery as required by the District of Columbia Court of Appeals

(DCCA) decision in Joyce v. District of Columbia Rental Hous. Comm'n, 741 A.2d 24 (D.C. 1999). See Dias v. Perry, TP 24,379 (RHC Dec. 27, 1999). Pursuant to the Commission's order, a remand hearing was held on March 28, 2000, with Hearing Examiner Roper, again presiding.

The evidence of record reflects that the housing provider, Christian Dias, and the tenant, Aaronita Perry, signed a lease on March 11, 1996 (Petitioner's Exhibit (P. Exh.) 6) providing that the tenant would occupy unit 104 at the housing accommodation, commencing on April 1, 1996. The rent specified in the lease was $500.00 per month. The undisputed testimony of record was that unit 104 at the housing accommodation was not in a habitable condition on April 1, 1996; the date the tenant was to begin her occupancy. Further, the testimony of record shows that the tenant continued to pay monthly rent for unit 104 despite the fact that the unit remained uninhabitable. The record further reflects that not until July 2, 1996, did the tenant begin her occupancy at the housing accommodation in unit 301, rather than unit 104, because unit 104 remained uninhabitable. The tenant occupied unit 301 at the housing accommodation under the terms of the lease signed on March 11, 1996 for unit 104; that is, the tenant continued to pay rent, for unit 301, at the rate demanded by the housing provider for unit 104, which was $500.00 per month.

Examiner Roper issued the decision and order, which is the subject of this appeal, on May 9, 2000. Perry v. Dias, TP 24,379 (OAD May 9, 2000). The hearing examiner made the following findings of fact:

1. The subject housing accommodation, 1320 Missouri Avenue, NW, [sic] is registered with the RACD.

2. The housing accommodation, 1320 Missouri Avenue, NW [sic] is owned by

Respondent, Christian Dias. He has owned that property since February 29, 1966.

3. Respondents failed to timely file an [Amended Landlord Registration Form] within 30 days of gaining ownership of the housing accommodation.

4. .Respondents failed to timely file a Certificate of Occupancy upon obtaining ownership of the property.

5. The official RACD landlord registration records show a [Certificate of Election of Adjustment of General Applicability] was filed by the previous owner of the property, effective date March 1, 1993, listing the rent ceiling for apartment 301 as $375.55 (rounded $376).

6. The official RACD landlord registration records show a Certificate of Election of Adjustment of General Applicability was filed by the previous owner of the property, effective date March 1, 1994, listing the rent ceiling for apartment 301 as $386.44 (rounded $386).

7. Petitioner signed a lease agreement with the housing provider for apartment 104 on March 11, 1996 and paid $500.00 rent and $500.00 security deposit for April 1996, the date the Petitioner was to take possession.

8. The Petitioner was unable to move into apartment 104 on April 1, 1996 due to the housing provider's failure to make the apartment ready for occupancy. Petitioner was offered a temporary unit, apartment 301, that was made available for occupancy by the housing provider [on] July 2, 1996.

9. The housing provider filed an an [Amended Landlord Registration Form] on March 20, 1997, attempting to perfect a 12 percent vacancy rent ceiling adjustment for apartment 301, increasing the rent ceiling from $386 to $432.

10. The current rent being charged ($500) exceeds the legally calculated rent ceiling.

11. The rent ceiling of $432 filed with the RACD on the 1997 [Amended Landlord Registration Form] is improper.

12. The rent ceiling for apartment 301 is $386.00.

13. The rent increase taken by Respondents when Petitioner signed the lease agreement from the $386 rent ceiling to the $500 rent charged was larger than the Act allows.

14. There were substantial housing code violations cited by the DCRA Housing

Division in apartment 301 and the common areas of the property during November of 1996 through July of 1997.

15. The housing providers increased the rent while the rental unit was not in substantial compliance with the D.C. Housing Regulations.

16. The housing providers knowingly acted in bad faith when they illegally increased the rent ceiling and increased the rent ceiling [sic] while the rental unit was not in substantial compliance with the housing regulations.

17. Petitioner is entitled to a rent refund of $5,472 trebled to $16,416 plus interest on the treble [sic] is $985.00. The total refund due is $17,401.00.

Id. at 12-13. The hearing examiner concluded as a matter of law:

1. Respondents failed to properly file an [Amended Landlord Registration Form] on the housing accommodation located at 1320 Missouri Avenue, N.W., Washington, D.C., within 30 days of becoming the housing providers for the property in violation of D.C. Code § 45-2515(f).

2. Respondents failed to obtain a new Certificate of Occupancy upon taking ownership of the property in violation of the 14 DCMR 1402.3.

3. Respondents failed to properly file an [Amended Landlord Registration Form] on the housing accommodation located at 1320 Missouri Avenue, N.W., Washington, D.C., within 30 days of an event substantially affecting rents in violation of D.C. Code § 45-2515(g).

4. Respondents charged a rent that exceeded the legally calculated rent ceiling for apartment 301 in violation of D.C. Code § 45-2516 and 14 DCMR 4204.

5. Respondents increased the rent by an amount larger than that allowed by the Act in violation of D.C. Code § 45-2516 and 14 DCMR 4204.

6. Respondents failed to file an [Amended Landlord Registration Form] within 30 days of taking a rental increase or vacancy accommodation in violation of Rule 4101.3.

7. The [Amended Landlord Registration Form] filed on March 20, 1997 was defective under 14 DCMR 4104.3 for providing inaccurate information concerning vacant units.

8. Respondents failed to mail or post a copy of the [Amended Landlord Registration Form] in violation of 14 DCMR 4104.4 and 4104.6.

9. Respondents took a rental increase in a rental unit that was not in substantial compliance with the D.C. housing code in violation of D.C. Code § 45-2518(a)(1)(A).

10. Respondents have illegally demanded rental payments from the Petitioner and Petitioner is entitled to a rent refund, trebled due to Respondents knowing violations carried out in bad faith, plus interest pursuant to D.C. Code § 45-2591.

Id. at 14.

II. ISSUES ON APPEAL

In their timely filed notice of appeal the housing providers argue:

1. The Examiner erred by failing to address the issue raised by Marie Dias regarding her status as a party respondent.

2. The Examiner erred by failing to address the issue raised by the Respondents regarding the occupant's status as a tenant entitled to the protection of the Rental Housing Act.

3. The evidence does not support the conclusion that the Petitioner resided in unit 301 from March 1996 through March 2000.

4. The Examiner failed to address the Respondents Exhibit No. 4, Certificate of Election of General Applicability, undated, as "good faith" in seeking a rental increase.

5. If the Petitioner is entitled to the Act's protection, arguendo, the Examiner erred by using the rent ceiling for #301 [sic] when the Petitioner was residing in #301 [sic] as a temporary measure.

Notice of Appeal at 1.

III. DISCUSSION OF THE ISSUES

A. Whether the hearing examiner erred when he failed to consider the housing providers' argument that Marie Dias was not a proper party.

Counsel for the housing provider, Christian Dias,[1] argues that Marie Dias was not a housing provider as defined by the Act. At the OAD hearing, after the tenant presented

[1] The testimony of record is that Marie Dias and Christian Dias are mother and son.

her case-in-chief, counsel for the housing provider, by motion, requested that the hearing examiner dismiss Marie Dias from the case, because she was not a proper party. The hearing examiner ruled, at the hearing, that Marie Dias was a proper party, and therefore, would not be dismissed. The hearing examiner failed to provide a reason for his conclusion that Marie Dias was a proper party.

The procedure to be followed by the hearing examiner for disposition of motions at the OAD hearing is set out in the regulations at 14 DCMR 4008.

The regulation states in relevant part:

> 4008.1 Application for an order or other relief shall be made by filing a written motion; Provided that motions may be made orally at a hearing.
>
> ...
>
> 4008.5 The hearing examiner shall render a decision in writing on each motion made which shall include the reasons for the ruling.

In the instant case however, the hearing examiner failed to render, in writing, a decision on the motion and his reasons for that decision. Accordingly, this appeal issue is granted and this issue is remanded to the hearing examiner for a decision, in writing, explaining the reasons for the rejection of the housing provider's motion to dismiss Marie Dias from the tenant petition as a party, as required by the regulations at 14 DCMR 4008.

The Commission notes that the tenant's unrebutted testimony at the hearing was that Marie Dias received rent payments from the tenant. The tenant entered into evidence at the hearing rent receipts dated April 5, May 2, and July 1, 1996 (P. Exh. 8b, 8d and 8f), which reflect that Marie Dias received the tenant's rental payments on those dates and signed rent receipts, which reflect that she collected the tenant's rent payments. The Commission further notes that in her testimony at the OAD hearing, Marie Dias stated

that she was Christian Dias' agent for conducting business at the housing accommodation.

The Act, D.C. CODE § 45-2503(15), provides: "'Housing provider' means a landlord, an owner, lessor, sublessor, assignee, or their agent, or any other person receiving or entitled to receive rents or benefits for the use or occupancy of any rental unit within a housing accommodation within the District." (emphasis added). Given the evidence presented by the tenant and the unrebutted testimony of the tenant and Marie Dias at the hearing, it is unclear to the Commission the basis upon which the housing provider argued that Marie Dias was not a proper party as a housing provider as contemplated by the Act at D.C. CODE § 45-2503(15). However, because the hearing examiner failed to follow the procedure set forth in the regulations at 14 DCMR 4008, this issue is remanded for a decision, in writing, regarding the status of Marie Dias as a housing provider as defined in the Act. See Pierre-Smith v. Askin, TP 24,574 (RHC Feb. 29, 2000); Tenants of 1915 Kalorama Road, N.W. v. Columbia Realty Venture, CIs 20,630 and 20,653 (RHC Mar. 28, 1997).

B. Whether the hearing examiner erred when he failed to consider the housing providers' argument that Perry was not a tenant entitled to the protection of the Act.

The housing providers argued on appeal, because the tenant's lease was for unit 104 and because she occupied unit 301, rather than unit 104, she was not a "tenant" as defined by the Act.

The evidence of record shows that the tenant signed a lease for unit 104 on March 11, 1996. The tenant testified that unit 104 was not habitable on April 1, 1996, the date the she was to commence occupancy of unit 104 at the housing accommodation.

The tenant also testified that she paid rent to the housing providers for the months of March through June, 1996 to ensure that unit 104 would be "held" for her, despite the fact that she was unable to occupy the unit due to its uninhabitable condition. Marie Dias testified that the tenant was permitted to occupy unit 301 starting on July 2, 1996, because unit 104, for which the tenant continued to pay rent, was not ready for occupancy.

The Act, D.C. CODE § 45-2503(36), states: "'Tenant' includes a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or other benefits of any rental unit owned by another person." (emphasis added). The Act, D.C. CODE § 45-2503(28), also states: "'Rent' means the entire amount of money, money's worth, benefit, bonus, or gratuity demanded, 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." (emphasis added).

The argument advanced by the housing providers assumed that a tenancy under the Act may only be created by written contract, that is, by the parties' signatures on a lease. However, the Commission has recognized that a landlord-tenant relationship may be created by the agreement of the parties. See King v. Remy, TP 20,962 (RHC May 18, 1988). The DCCA stated: "A landlord-tenant relationship does not arise by mere occupancy of the premises; absent an express or implied contractual agreement, with both privity of estate and privity of contract, the occupier is in adverse possession as a 'squatter.'" Nicholas v. Howard, 459 A.2d 1039, 1040 (D.C. 1983) (emphasis added). In the instant case, the tenant occupied unit 301 at the housing accommodation, with the agreement of the housing providers, paid the rent ($500.00) demanded by the housing

providers, who received the payments as rent, as evidenced by the rent receipts which are substantial evidence found in the record (P. Exh. 8b, 8d and 8f). The evidence of record is clear that while the tenant did not have a lease for occupancy of unit 301, she was entitled to the possession and occupancy of the rental unit, because of the implied contract with the housing providers and rent payments. Accordingly, this appeal issue is denied.

C. Whether the evidence of record supported the hearing examiner's conclusion that the tenant resided in unit 301 from March 1996 through March 2000.

In his decision and order the hearing examiner awarded a rent refund and interest from March 1996 through March 2000, the month of the OAD hearing. The housing providers argue that the evidence of record does not support the hearing examiner's decision and does not support an award for the period provided in the decision.

The uncontroverted testimony of record was that the tenant, after signing a lease on March 11, 1996, paid rent at the rate of $500.00 per month for unit 104 for the months of April, 1996 through June, 1996. However, she was unable to occupy a unit at the housing accommodation until July 2, 1996, when the housing provider permitted her to move into unit 301. In his decision and order, the hearing examiner computed the tenant's rent refund by subtracting the legal rent ceiling for unit 301, $386.00 from the rent charged, $500.00.

This part of the hearing examiner's decision is in error for two reasons. First, it was error for the hearing examiner to begin his calculation of a rent refund beginning in March, 1996, because the evidence of record, the tenant 's lease, reflects that her tenancy was not to begin until April 1, 1996. Therefore, the decision of the hearing examiner is

remanded for a recalculation of the rent refund to reflect that the refund period began in April, 1996, rather than March, 1996. Secondly, the decision of the hearing examiner is in error because he failed to refund to the tenant the entire amount of rent paid between April and June 1996. In his decision, the hearing examiner awarded the tenant a refund of $114.00 for the months of April, 1996 through June, 1996, which was the difference between the rent ceiling for unit 301, $386.00, and the rent paid by the tenant, $500.00. However, the uncontroverted testimony of record was that the tenant paid rent for those months and was unable to occupy unit 104 because it was uninhabitable.

The Act, D.C. CODE § 45-2503(28), provides, "'[R]ent' means the entire amount of money, money's worth, benefit, bonus, or gratuity demanded, 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." In the instant case the testimony of record reflects that the tenant paid rent for the months of April, May, and June, 1996, but the housing provider failed to provide use and occupancy of a rental unit at the housing accommodation. Accordingly, on remand, the hearing examiner is ordered to recalculate the refund due the tenant to include the total of the rent paid the housing provider for the months of April, May, and June, 1996.

The housing providers also argue that the hearing examiner erred when he computed the tenant's rent refund through the date of the OAD hearing in March 2000. The evidence of record shows that the tenant signed a lease for unit 104 on March 11, 1996, with occupancy of the unit to begin in April, 1996. The evidence of record shows that the tenant's occupancy at the housing accommodation began on July 2, 1996. In his decision the hearing examiner awarded a rent refund from March 1996, the date the

tenant signed a lease for unit 104 at the housing accommodation until March 2000, the date of the OAD hearing.

In his decision the hearing examiner awarded the tenant a refund of $17,401.00. The hearing examiner reached this result by multiplying the amount of the overcharge, $114.00 by the duration of the violation 48 months and adding six (6) percent interest to that total. Perry v. Dias, TP 24,379 (OAD May 9, 2000) at 12. However, the hearing examiner failed to make findings of fact and conclusions of law regarding the tenant's dates of occupancy at the housing accommodation as required by the DCAPA. See Tenants of 4501 Connecticut Ave., N.W. v. Albemarle Tower Co., CI 20,523 (RHC June 25, 1992), citing Citizens Ass'n of Georgetown, Inc. v. District of Columbia Zoning Comm'n, 401 A.2d 36 (D.C. 1979); D.C. CODE § 1-1509(e); 14 DCMR 4210.18. The DCAPA, D.C. CODE § 1-1509(e), also provides, "[f]indings of fact and conclusions of law shall be supported by and in accordance with the reliable, probative, and substantial evidence." The evidence (tape) of the OAD hearing reflects that the tenant did not provide direct testimony regarding whether she resided at the housing accommodation until the March 2000 OAD hearing. On cross-examination at the OAD hearing, the tenant testified, in response to a question from counsel for the housing provider, concerning whether she continued to reside at the housing accommodation, that she "resided" at the housing accommodation, again without stating that she continued to reside at the housing accommodation or whether she had moved out of the housing accommodation before the date of the OAD hearing. Again, the housing provider argues that Perry was not a tenant at the housing accommodation on the date of the hearing.

The DCAPA, D.C. CODE § 1-1509(b), provides, in part, "[I]n contested cases, ... the proponent of a rule or order shall have the burden of proof." In the instant case, the tenant, the proponent of the tenant petition, had the burden of proof to show the duration of her tenancy at the housing accommodation. The unrefutted evidence of record reflects that she began actual occupancy of unit 301 on July 2, 1996. However, the tenant failed to carry her burden of proof concerning the ending date of her tenancy or whether she continued to reside at the housing accommodation until the date of the hearing. Therefore she failed to provide reliable, probative, and substantial evidence in the record of whether she was entitled to a refund up to and including the date of the March, 2000 OAD hearing. Accordingly, the decision of the hearing examiner on this issue is reversed and remanded for a determination, based on the present record, of the dates of the tenant's occupancy of unit 301 at the housing accommodation as found in the evidence of record.

D. Whether the hearing examiner erred when he failed to consider the housing providers' Certificate of Election of Adjustment of General Applicability as a good faith effort seeking a rent increase.

The housing providers' Notice of Appeal states: "The Examiner failed to address the Respondent's Exhibit No. 4, Certificate of Election of General Applicability [sic], undated, as "good faith" in seeking a rental increase."[2]

Neither the Act, nor the regulations promulgated pursuant to the Act recognize "good faith" efforts to comply with their provisions. However, the Act does, in the event

[2] Review of the record reflects that R. Exh. 4, is a Certificate of Election of Adjustment of General Applicability, dated and signed by the previous owner of the housing accommodation on January 20, 1995, with an effective date of March 1, 1995. An examination of the Certificate of Election shows that the document does not bear a date-stamp affixed by RACD evidencing receipt of the document by the agency. A further review of the Certificate of Election reflects that the rent ceiling and rent charged for unit 301 at the time the Certificate of Election was completed was $410.00.

of bad faith, permit imposition of treble damages. The Act, D.C. CODE § 45-2591(a), provides in part:

> Any person who knowingly (1) demands or receives any rent for a rental unit in excess of the maximum allowable rent applicable to the rental unit under the provisions of subchapter II of this chapter,... shall be held liable by the Rent Administrator or Rental Housing Commission, as applicable, for the amount by which the rent exceeds the applicable rent ceiling or for treble that amount (in the event of bad faith) and/or for a roll back of the rent to the amount the Rent Administrator or Rental Housing Commission determines.

The Commission has upheld the decision of the Rent Administrator to award treble damages where the evidence of record supported a finding that a housing provider, acting in bad faith, misrepresented the rent ceiling. See Velrey Properties v. Wallace, TP 20,431 (RHC Sept. 11, 1989). While the housing providers assert that their evidence (R. Exh. 4) reflects a "good faith" effort to increase the rent ceiling for unit 301 from $386.00 to $410.00, it also reflects, according to the housing providers' own records, and assuming the validity of the documents which did not bare a RACD date-stamp, that the maximum allowable rent applicable to the rental unit when the tenant began her occupancy on July 2, 1996, was $410.00. The housing providers' reliance on the Certificate of Election (R. Exh. 4) as evidence of their good faith effort to comply with the provisions of the Act is misplaced and their knowledge of the existence of that document in a deliberate attempt to increase the rent ceiling to a level that was below the amount actually charged the tenant is a clear violation of D.C. Code § 45-2516. Therefore, the decision of the hearing examiner awarding treble damages is affirmed and the housing providers' appeal of this issue is denied.

E. Whether the hearing examiner erred when he used the rent ceiling for unit 301 when the tenant resided in that unit as a temporary measure.

The housing providers argue that the hearing examiner erred when he used the rent ceiling for unit 301 as the basis for his rent refund to the tenant, because, they argue, the tenant occupied unit 301 only as a temporary measure.

As previously stated, see supra at 8, the tenant was permitted to occupy unit 301 at the housing accommodation because the unit for which she signed a lease, unit 104, was uninhabitable at the beginning of the lease term in April, 1996, and continued to be uninhabitable on July 2, 1996, when the housing providers permitted her to move into unit 301. The testimony at the OAD hearing was that the tenant never occupied unit 104. Although the Ms. Dias testified that the tenant was "offered" unit 104 after she moved into unit 301, there was no evidence presented that she was given use and occupancy of unit 104.

Because unit 104 was uninhabitable on April 1, 1996, and remained so on July 2, 1996, when she moved into the housing accommodation, Perry became a "tenant" of unit 301 and was entitled to the possession, use, occupancy, and the other benefits of a tenant in unit 301 at the housing accommodation. See D.C. CODE § 45-2503(36). The housing providers demanded and received rent as a condition of her use and occupancy of unit 301. See D.C. CODE § 45-2503(28). By definition of the Act, Perry was a tenant in unit 301, and the housing providers were prohibited from charging or collecting rent for unit 301 in excess of the amount of the rent ceiling for unit 301, which was $386.00.[3] See

[3] The Act, D.C. CODE § 45-2516(a), provides, in part:

> Except to the extent provided in subsection (b) and (c) of this section, no housing provider of any rental unit subject to this chapter may charge or collect rent for the rental unit in excess of the amount computed by adding to the base rent not more than all rent increases authorized after April

Bonheur v. Oparaocha, TP 22,970 (RHC Feb. 4, 1994). Accordingly, the decision of the hearing examiner on this issue is affirmed.

IV. CONCLUSION

The decision of the hearing examiner is affirmed, in part, reversed, in part, and remanded to the hearing examiner: 1) to issue a written order, pursuant to 14 DCMR 4008, explaining the reasons for rejection of the housing providers' motion to dismiss Marie Dias from the tenant petition as a party; 2) to recalculate the tenant's award based on the tenant's entire rent payments for the months of April, May and June, 1996, 3) to make findings of fact and a conclusions of law, based on the evidence found in the record, of the dates of the tenant's occupancy at the housing accommodation, and 4) to recalculate the total refund, if necessary, based on his findings of fact and conclusions of law regarding the tenant's dates of occupancy of unit 301.

SO ORDERED.

RUTH R. BANKS, CHAIRPERSON

RONALD A. YOUNG, COMMISSIONER

JENNIFER M. LONG, COMMISSIONER

30, 1985, for the rental unit by this chapter, by prior rent control laws and any administrative decision under those laws, and by a court of competent jurisdiction.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Decision and Order in TP 24,379 was mailed postage prepaid, by certified mail, this **20th** day of April, 2001, to:

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