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LOIS R. GOODMAN, Tenant/Petitioner, v. JUNE LAYNE Housing Provider/Respondent	Case No.: RH-TP-06-28768

FINAL ORDER

I. Introduction

On August 21, 2006, Tenant/Petitioner Lois R. Goodman filed Tenant Petition ("TP") 28,768 with the Rental Accommodations and Conversion Division of the Department of Consumer and Regulatory Affairs ("RACD").[1] The petition asserted that Respondent/Housing Provider June Layne violated multiple provisions of the Rental Housing Act of 1985 (the "Act") with respect to apartment No. 21 (the "Rental Unit") at 6805 Georgia Avenue, N.W. (the "Housing Accommodation"). On March 5, 2007, the parties appeared at a hearing and testified. For reasons discussed below, I find that Tenant proved that Housing Provider charged rent that exceeded the permissible rent ceiling for the Rental Unit. Therefore, Tenant is entitled to a rent refund for the amounts that were overcharged plus interest. Tenant's total award is $3,310.40.

[1] On October 1, 2007, the rental housing functions of the Department of Consumer and Regulatory Affairs were transferred to the Department of Housing and Community Development ("DCHD"). The RACD functions were assumed by the Rental Accommodations Division of DCHD. The transfer does not affect any of the issues in this case.

II. Findings of Fact

At all times relevant to these proceedings Respondent June Layne acted as agent for the owner of the Housing Accommodation at 6805 Georgia Avenue, N.W.

On November 30, 1998, Housing Provider filed a Certificate of Election of Adjustment of General Applicability with the RACD certifying that the rent ceiling for the Rental Unit was increased to $592 per month. There were no subsequent filings with the RACD for the Housing Accommodation prior to the date of the hearing. Petitioner's Exhibit ("PX") 108.[2]

On January 4, 2006, Housing Provider and Tenant entered into a lease agreement for the Rental Unit. The lease provided for a monthly rent of $800 for the apartment on a month-to-month basis. The lease provided for a reduced payment of $400 for the month of January 2006. PX 100.

At all times relevant to these proceedings, Tenant Lois R. Goodman was the court-appointed guardian *ad litem* for Elmer Morgan. Tenant rented the apartment as trustee for Mr. Morgan, who occupied the apartment. PX 100.

After Mr. Morgan moved into the apartment, there were frequent complaints from other tenants in the building about disorderly behavior by Mr. Morgan and persons he invited into the building and into his apartment. Prior to July, 2006, Ms. Layne received phone calls and letters from tenants complaining that Mr. Morgan let drug addicts and prostitutes into the building. The window in the apartment was broken during this period. On at least one occasion prior to July 2006, and multiple occasions after that, the police were called to the apartment. RX 201. In addition, tiles were removed from the kitchen floor in the apartment and the toilet stopped up on

[2] A list of the exhibits received in evidence is set forth in the appendix.

three occasions causing damage to the floor and to the apartment below, although the date of these incidents was not established.

Prior to July 28, 2006, Ms. Layne telephoned Ms. Goodman on several occasions to complain about Mr. Morgan's behavior. On some of these occasions, Ms. Layne asked Ms. Goodman to have Mr. Morgan vacate the apartment. Ms. Goodman said she would "look into" the situation. Tenants continued to complain about Mr. Morgan's behavior after Ms. Layne informed Ms. Goodman about his disruptive actions.

On May 18, 2006, Mr. Morgan complained to Ms. Goodman that his key didn't work and he could not get into his apartment. Because Ms. Layne had complained about Mr. Morgan's behavior, Ms. Goodman assumed that the locks on the apartment had been changed. Ms. Goodman did not attempt to phone Ms. Layne before she filed a Complaint for Wrongful Eviction and Motion for Temporary Restraining Order and Preliminary Injunction in the Superior Court of the District of Columbia. RX 204. The complaint was served on Ms. Layne by fax early the following morning. The case was dismissed after Ms. Layne testified that she had not changed the locks in Mr. Morgan's apartment. Ms. Layne determined that the lock was broken, had a locksmith install a new lock, and gave a key to Mr. Morgan.

On July 28, 2006, Ms. Layne left Mr. Morgan a 30 Day Notice To Vacate citing "destruction of property, illegal activities, uncooperative with landlord," and designating 11 paragraphs of the lease alleged to be in breach. The notice did not specify actions that the Tenant needed to take to avoid eviction, did not state whether the housing accommodation was registered with the RACD or exempt from registration, and did not state that a copy of the notice

was being furnished to the Rent Administrator. The notice was left outside the door of Mr. Morgan's apartment and was not mailed to Ms. Goodman.

After issuing the notice to vacate, Housing Provider brought one or more suits for possession in the Superior Court of the District of Columbia. Mr. Morgan had not vacated the apartment as of the date of the hearing. A suit to evict him was pending.

On July 31, 2006, Housing Provider served a Tenant Notice of Increase of General Applicability stating that the rent in the apartment would increase from $800 to $856 per month as of September 1, 2006. PX 103. Tenant refused to pay the increase that was demanded and continued to pay rent of $800 per month. PX 104.

On August 26, 2006, Tenant filed TP 28,768 with the Rent Administrator. The petition alleged that: (1) Housing Provider failed to file the proper rent increase forms with the RACD; (2) the rent being charged exceeds the legally calculated rent ceiling for the unit; (3) the rent was increased while a written lease prohibiting such increases was in effect; (4) retaliatory action had been directed against Tenant by Housing Provider for exercising Tenant's rights in violation of Section 502 of the Rental Housing Act; and (5) a notice to vacate had been served on Tenant in violation of Section 501 of the Rental Housing Act.

III. Conclusions of Law

A. OAH Jurisdiction

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

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

Ms. Layne, as agent for the owner of record of the Housing Accommodation, is a Housing Provider within the meaning of the Rental Housing Act. D.C. Official Code § 42-3501.03 (15).

B. Tenant's Claims Concerning Forms and the Rent Ceiling

Tenant's first two claims are closely related. Tenant asserts that Housing Provider failed to file the proper forms with the RACD and charged a rent in excess of the legally calculated rent ceiling for the unit. I conclude that Tenant has proven these claims.

The evidence shows that rent ceiling for the rental unit, as documented in filings with the RACD, was $592. PX 108. The lease provided for a rent of $800, well in excess of the rent ceiling. PX 100. On July 31, 2006, Housing Provider demanded an increase in the rent to $856, effective September 1, 2006. PX 103. The certified record from the Rent Administrator shows no filings to justify either the initial rent or the demand for a rent increase. PX 108.

Ms. Layne testified that there were no filings subsequent to 1998 because the building was sold and renovated and the new owner received government funding that qualified the building for an exemption from the rent stabilization provisions of the Rental Housing Act. *See* D.C. Official Code § 42-3502.05(a). Aside from her testimony, Housing Provider did not offer any proof that the housing accommodation received government funding or was otherwise

eligible for an exemption. Nor did Housing Provider file a claim of exemption with the RACD as required by the rental housing regulations. 14 DCMR 4106.1. In addition, Housing Provider did not notify Tenant of the alleged exemption in the lease or any other writing, as required by both the Act, D.C. Official Code § 42-3502.05(d) and the regulations, 14 DCMR 4106.8.

The housing provider bears the burden of proving that a housing accommodation or rental unit is exempt from rent control. *Goodman v. D.C. Rental Hous. Comm'n*, 573 A.2d 1293, 1297 (D.C. 1990). Housing Provider has not sustained her burden of proof on this issue, so I conclude that the housing accommodation is not exempt from rent control. It follows that Housing Provider charged and demanded rent in excess of the rent ceiling. It also follows that Housing Provider did not file the proper forms with the RACD, since neither the exemption, the rent charged in the lease, or the demand for increased rent were documented as required by the Rental Housing Act and the rental housing regulations. *See generally* D.C. Official Code § 42-3502.07; 14 DCMR 1404.

C. Tenant's Claim Concerning the Rent Increase

Tenant's assertion that Housing Provider increased the rent in violation of the terms of the written lease is not borne out by the evidence. The lease expressly states that the terms of the tenancy are month to month and that it can be terminated on 30 days notice. PX 100, ¶ 16. Housing Provider's Tenant Notice of Increase of General Applicability was dated July 31, 2006, more than 30 days prior to the effective date of the rent increase. The attempted rent increase was illegal because the rent and the rent increase exceeded the rent ceiling for the apartment, and the Notice was not documented by a Certificate of Election of Adjustment of General Applicability, as required by the rental housing regulations. 14 DCMR 4204.10. But the rent

increase did not violate the terms of the written lease. *Cf. Weaver Bros., Inc. v. D.C. Rental Hous. Comm'n.,* 473 A.2d 384, 387 (D.C. 1984) (holding that the Rental Housing Act only prohibits adjustment of rent during the period of a fixed lease term).

D. Tenant's Claim of Retaliation

Tenant asserts in the petition that "Retaliatory action has been directed against me/us by my/our Housing Provider, manager or other agent for exercising our rights in violation of section 502 of the Rental Housing Emergency [sic] Act of 1985." The Act prohibits a housing provider from taking "any retaliatory action against any Tenants who exercise any right conferred upon the Tenants by this chapter." Retaliatory action includes "any action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit . . . ." D.C. Official Code § 42-3505.02(a). *See also* 14 DCMR 4303.3 ("Retaliatory action shall include . . . (a) Any action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit."). The evidence here shows that Housing Provider sought to evict Tenant. But the evidence does not show that this act was retaliatory.

To prevail on a claim for retaliation, Tenant must show that the Housing Provider's act was provoked by Tenant's exercise of rights under the Act. I conclude that Tenant has not established a link between any exercise of these rights and Housing Provider's decision to terminate the tenancy.

In her tenant petition and in her testimony at the hearing, Tenant described two alleged acts of retaliation by Housing Provider. The first was Ms. Layne's purported changing of the

locks on Mr. Morgan's apartment on May 18, 2006. The second was Housing Provider's issuance of the notice to vacate on July 28, 2006.[3]

Tenant failed to prove that Housing Provider changed the locks as a retaliatory measure because the weight of the evidence indicates that the locks had not been changed, but were merely broken. I credit Ms. Layne's testimony that she did not change the locks on May 18, 2006, when Mr. Morgan was unable to gain access to his apartment, and that she was forced to change them on May 19, following the emergency hearing in the Superior Court of the District of Columbia, because even the master key did not work. I find Ms. Layne's account credible not only because she had an honest demeanor, but also because her testimony was detailed and consistent. Tenant presented no evidence that Housing Provider had changed the locks and Ms. Goodman made no attempt to contact Ms. Layne before she filed her action in Superior Court. Moreover, Ms. Goodman acknowledged that the Superior Court judge dismissed the wrongful eviction suit because he believed Housing Provider had not changed the locks.

I also conclude that Housing Provider's attempt to evict Mr. Morgan by serving him with a 30 day notice to vacate was not an act of retaliation. The Rental Housing Act requires that a retaliatory act be one that is "not otherwise permitted by law." D.C. Official Code § 42-3505.02(a). As I discuss below, Housing Provider's service of the notice to vacate was invalid because the notice did not comply with the requirements of the Act. But, I credit Ms. Layne's testimony that she sought to evict Mr. Morgan for the lawful reason that he was in violation of multiple provisions of the lease. Ms. Layne's testimony that she received constant complaints about Mr. Morgan was supported by the police call report, which reported seven

[3] Tenant did not allege either in the tenant petition or in Ms. Goodman's testimony that the Housing Provider's demand for increased rent on July 31, 2006, (PX 103) was retaliatory.

occasions on which police were called to Mr. Morgan's apartment between May and November, 2006, RX 201, and by photographs showing damage to the apartment that was inconsistent with proper care by the tenant, RX 203A – 203F. Although Tenant objected that Ms. Layne's testimony and other evidence from Housing Provider was hearsay, Tenant did not call Mr. Morgan to testify and presented no affirmative evidence to controvert Housing Provider's evidence that he was disorderly and disruptive. For these reasons, I conclude that Housing Provider's notice to vacate was prompted by reasons to evict that were permitted by law, rather than by a retaliatory motive.

I reach this conclusion after careful consideration of the presumption established by the Rental Housing Act that a rent increase is a retaliatory act if the housing provider implements it within six months after the tenant engages in certain specified activities:

> (b) In determining whether an action taken by a housing provider against a tenant is retaliatory action, the trier of fact shall presume retaliatory action has been taken, and shall enter judgment in the tenant's favor unless the housing provider comes forward with clear and convincing evidence to rebut this presumption, if within the 6 months preceding the housing provider's action the tenant:
>
> * * *
>
> (6) Brought legal action against the housing provider.

D.C. Official Code § 42-3505.02(b).

Housing Provider sought to evict Mr. Morgan within six months of when Tenant brought legal action against Housing Provider, so the presumption of retaliation clearly applies. Notwithstanding, I conclude that Housing Provider rebutted the presumption of retaliation by presenting clear and convincing evidence that the motive for eviction was not retaliatory but was

provoked by Mr. Morgan's own conduct. Clear and convincing evidence has been described by the District of Columbia Court of Appeals as "evidence that will produce in the mind of the trier of fact a firm belief or conviction as to the facts sought to be established." *Lumpkins v. CSL Locksmith, LLC*, 911 A.2d 418, 426, n. 7 (D.C. 2006) (quoting *In re Dortch,* 860 A.2d 346, 358 (D.C. 2004)). As I noted before, Ms. Layne's sworn testimony concerning the continuing problems she experienced with Mr. Morgan was detailed and consistent. It was supported by evidence from photographs and police records.[4] It was not rebutted by any direct testimony either from Ms. Goodman or Mr. Morgan, the occupant of the apartment, whose absence at the hearing was unexplained. This evidence is more than sufficient to produce the "firm belief and conviction" necessary to sustain a "clear and convincing evidence" standard.

E. Tenant's Claim That a Notice To Vacate Was Improperly Served

Tenant's final claim is that a notice to vacate was improperly served in violation of Section 501 of the Rental Housing Act, D.C. Official Code 42-3505.01. The Act provides that:

> (a) Except as provided in this section, no tenant shall be evicted from a rental unit, notwithstanding the expiration of the tenant's lease or rental agreement, so long as the tenant continues to pay rent to which the housing provider is entitled for the rental unit. No tenant shall be evicted from a rental unit for any reason other than for nonpayment of rent unless the tenant has been served with a written notice to vacate which meets the requirements of this section. Notices to vacate for all reasons other than for nonpayment of rent shall be served upon both the tenant and the Rent Administrator. All notices to vacate shall contain a statement detailing the reasons for the eviction and, if the housing

[4] The photographs were taken after Tenant was served with the notice to vacate and after Tenant filed her petition. RX 203A – 203F. All but one of the police interventions at the apartment occurred after the notice to vacate was served. RX 201. Notwithstanding, I find these exhibits corroborate Ms. Layne's testimony that Mr. Morgan was habitually disruptive and that she attempted to evict him because she received numerous complaints about his behavior from the other tenants.

> accommodation is required to be registered by this chapter, a statement that the housing accommodation is registered with the Rent Administrator.
>
> (b) A housing provider may recover possession of a rental unit where the tenant is violating an obligation of tenancy and fails to correct the violation within 30 days after receiving from the housing provider a notice to correct the violation or vacate.

D.C. Official Code § 42-3505.01 (a), (b).

The requirements of the Rental Housing Act are supplemented by the rental housing regulations at 14 DCMR:

> 4301.1 If a housing provider seeks to recover possession of a rental unit on the grounds that the tenant is violating an obligation of the tenancy, the housing provider shall first serve the tenant with a notice to correct the violation or to vacate.
>
> 4301.2 The notice shall provide at least thirty (30) days for correction of the violation and shall specify what actions need to be taken by the tenant to avoid an eviction.
>
> * * *
>
> 4302.1 In order to be valid, a notice to vacate shall include the following:
>
> (a) A statement detailing the factual basis on which the housing provider relies, including references to the specific provisions of Title V of the Act on which the claim for eviction is grounded;
>
> (b) The minimum time to vacate (under § 502 of the Act);
>
> (c) A statement that the housing accommodation is registered with the Rent Administrator, and the registration number, or a statement that the

> accommodation is exempt from registration, and the basis for the exemption; and
>
> (d) A statement that a copy of the notice to vacate is being furnished to the Rent Administrator including the address and telephone number of the RACD.

Patently, Housing Provider's July 28, 2007, notice to vacate did not comply either with the requirements of the Rental Housing Act or those of the rental housing regulations. Although the notice specified the reasons that Housing Provider sought to evict Tenant and the specific lease provisions that were involved, the notice provided no opportunity for Tenant to cure the deficiencies or a description of how the deficiencies could be cured. The notice was not served on the Rent Administrator and did not contain any of the information that was required to inform Tenant of the rental unit's registration status. Thus, I conclude that Tenant proved that Housing Provider served a notice to vacate in violation of the provisions of the Act.[5]

F. Tenant's Award

The Rental Housing Act, prior to its amendment in August, 2006, provided that a Housing Provider who "demands or receives any rent for a rental unit in excess of the maximum allowable rent applicable to that rental unit . . . shall be held liable . . . for the amount by which

[5] Ms. Goodman testified that the notice to vacate was improperly served because it was left outside the door of the apartment and not served by mail in violation of D.C. Official Code § 42-3206. Because the notice was improper on its face, I do not reach the issue of whether it was also improperly served.

the rent exceeds the applicable rent ceiling . . . ." D.C. Official Code § 42-3509.01(a) (2005).[6] The applicable rental housing regulations provide that: "Where it has been determined that a housing provider knowingly demanded or received rent above the rent ceiling," the administrative court may award a rent refund 14 DCMR 4217.1. Refunds should be awarded up to the date of the hearing for continuing violations. *Mann Family Trust v. Johnson*, TP 26,191 (RHC Nov. 21, 2005) at 16; *see also Majerle Mgmt., Inc. v. D.C. Rental Hous. Comm'n,* 866 A. 2d 41, 43 (D.C. 2004) (affirming Rental Housing Commission award of rent refund damages through date of hearing).

The evidence demonstrated that the rent ceiling for the rental unit here was $592 per month, the amount reflected in the last filing with the Rent Administrator. PX 108. The appropriate refund has two components. From February 1, 2006 through September 1, 2006, Housing Provider demanded and Tenant paid a monthly rent of $800. The appropriate refund for this period is $208 per month for a period of six months, or $1,248.[7]

The amount of Tenant's monthly refund increased as of September 1, 2006, the effective date of Housing Provider's demand for an increased rent of $856 per month. Although it is undisputed that Tenant refused to pay the rent increase, "rent" is defined in the Rental Housing Act as money that is "demanded, received, or charged" by the Housing Provider. D.C. Official

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[6] Rent ceilings were abolished by the Rent Control Reform and Amendment Act of 2006, which amended the Rental Housing Act of 1985 to provide that permissible rent ceilings would be based on the present rent charged for a housing unit rather than the rent ceiling. *See* 53 D.C. Reg. 4489 (Jun. 23, 2006). The revised Act provides that the Housing Provider shall be held liable for "the amount by which the rent exceeds the applicable rent charged." D.C. Official Code § 42-3509.01(a)(2007). The amendment was effective as of August 5, 2006, and therefore does not affect the Tenants' petition here because all of Tenant's claims arose before the effective date of the revisions. *See* 53 D.C. Reg. 6688 (Aug. 18, 2006).

[7] I do not award a rent refund for January 2006 because the lease indicates that Tenant paid only $400 for January, an amount less than the rent ceiling. PX 100.

Code § 42-3501.03(33). Rent refunds therefore are based on the amount that the Housing Provider demands, rather than the amount actually paid. *Vicente v. Jackson*, TP 27,614 (RHC Sept. 19, 2005) at 15; *Kapusta v. D.C. Rental Hous. Comm'n*, 704 A.2d 286, 287 (D.C. 1997). The appropriate refund for the period from September 2006, through March 2007, the month of the hearing, is $264, or $1,848 for seven months.[8] Thus, the Tenant is entitled to a total refund of $3,096.

The Rental Housing Act permits the award of a rent roll back at the discretion of the Administrative Law Judge. D.C. Official Code § 42-3509.01(a). I will not exercise that option in this case. The amendments to the Rental Housing Act in August 2006 abolished rent ceilings. The appropriate measure for a roll back here would have been the rent ceiling, but now that rent ceilings are no longer in force, a roll back based on the rent ceiling would be inappropriate.

The Rental Housing Act and the rental housing regulations provide for treble damages in circumstances where the Housing Provider demonstrates "bad faith." *See* D.C. Official Code § 42-3509.01(a). But the evidence here does not reflect the culpable motive or intentional violation of law that is required to support an award of treble damages for bad faith violations under the Act. *See Vicente v. Jackson*, TP 27,614 (RHC Sept. 19, 2005) at 12 (a finding of bad faith to justify treble damages requires "egregious conduct, dishonest intent, sinister motive, or a heedless disregard of duty," citing *Quality Mgmt. v. D.C. Rental Hous. Comm'n*, 505 A.2d 73, 75 (D.C. 1986) and *Third Jones Corp. v. Young,* TP 20,300 (RHC Mar. 22, 1990)). The Housing Provider, Ms. Layne, testified that she believed the property was exempt and therefore that she

[8] Although the hearing took place on March 5, 2007, I have not prorated the refund for the month of March. The lease provided that payment in advance was due on the first day of the month. PX 100, ¶ 1. Therefore, as of the date of the hearing, the full rent for March was due and payable.

was not required to comply with the registration requirements or the rent control laws. Although Housing Provider failed to sustain its burden to prove that the Housing Accommodation was exempt, there was no evidence that Ms. Layne intentionally violated Rental Housing Act or otherwise acted culpably. For similar reasons, I find that Tenant has not proved any "willful" violation that would justify imposition of a fine under the Act. D.C. Official Code § 42-3509.01(b); *Miller v. D.C. Rental Hous. Comm'n*, 870 A.2d 556, 558 (D.C. 2005) (holding that a fine may be imposed where the housing provider "intended to violate or was aware that it was violating a provision of the Rental Housing Act"); *Quality Mgmt.*, 505 A.2d at 76 ("willfully" implies intent to violate the law and a culpable mental state). In the absence of any evidence of bad faith or willfulness, I will not award treble damages or impose any fine.[9]

G. Interest

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

[9] Under the Rental Housing Act, a fine is the only penalty that may be imposed for Housing Provider's failure to register the property and file the proper forms and for serving an improper notice to vacate. D.C. Official Code § 42-3509.01(b)

Interest Chart
TP 28,768
Date of Violation March 1, 2007, through
Date of OAH Decision November 7, 2007

A	B	C	D	E	F
Dates of Overcharges	Amount of Overcharge	Months Held by Housing Provider	Monthly Interest Rate	Interest Factor (CxD)	Interest Due (BxE)
Mar. 2006	$208	20.23[10]	.005[11]	.10115	$21.24
Apr. 2006	$208	19.23	.005	.09615	$20.00
May 2006	$208	18.23	.005	.09115	$18.96
June 2006	$208	17.23	.005	.08615	$17.92
July 2006	$208	16.23	.005	.08115	$16.88
Aug. 2006	$208	15.23	.005	.07615	$15.84
Sept. 2006	$264[12]	14.23	.005	.07115	$18.78
Oct. 2006	$264	13.23	.005	.06615	$17.46
Nov. 2006	$264	12.23	.005	.06115	$16.14
Dec. 2006	$264	11.23	.005	.05615	$14.82
Jan 2007	$264	10.23	.005	.05115	$13.50
Feb. 2007	$264	9.23	.005	.04615	$12.18
Mar. 2007	$264	8.23	.005	.04115	$10.86
Total	$3,096				**$214.40**

Tenant's total award is $3,310.40, consisting of a rent refund of $3,096 and interest of $214.40.

[10] The interest for November 2007 is pro rated through the date of the hearing. 30/7 = .23.

[11] The monthly interest rate is the 6% annual interest rate on judgments of the Superior Court of the District of Columbia on the date of the hearing, March 5, 2007, divided by 12, or .005.

[12] The amount of the rent overcharge increased as of September 2006 because Housing Provider demanded a rent increase of $56 as of September 1, 2006. PX 103.

IV. Order

Accordingly, it is this **7th** day of **November, 2007,**

ORDERED that Housing Provider June Layne pay Tenant Lois R. Goodman **THREE THOUSAND, THREE HUNDRED AND TEN DOLLARS AND FORTY CENTS ($3,310.40)**; and it is further

ORDERED that either party may move for reconsideration of this Final Order within ten days under OAH Rule 2937.1, 1 DCMR 2937.1; and it is further

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

November 7, 2007

/s/
Nicholas H. Cobbs
Administrative Law Judge

APPENDIX

Exhibits in Evidence

Exhibit No.	#Pages	Description
Petitioner		
100	5	Lease Agreement
101	6	Certificate of Election of Adjustment of General Applicability filed 11/30/98 and attached Certificate of Election of Adjustment of General Applicability filed 11/30/98, Business License No. M044769,and Certificate of Occupancy No. B00182063
102	1	Table of CPI-W Increases
103	1	Tenant Notice of Increase of General Applicability dated 7/31/06
104	1	Letter from Louis R. Goodman to June Layne dated 8/31/06
105	1	30 Day Notice To Vacate dated July 28, 2006
106	1	Letter from Louis R. Goodman to June Layne dated 1/2/07
107	1	Letter from Louis R. Goodman to June Layne dated 11/2/06
108	8	Certifications of Records from the Rent Administrator, Department of Consumer and Regulatory Affairs, dated 3/5/07 (2 pp.) and attached Certificate of Election of Adjustment of General Applicability filed 11/30/98, Business License No. M044769,and Certificate of Occupancy No. B00182063
Respondent		
200	2	Rental Application dated 12/13/05
201	1	Table of Calls for Service 6805 Georgia Avenue. N.W. #21
202A– 202C	2	Photographs
203A-203F	3	Photographs
204	6	Complaint for Wrongful Eviction dated 5/19/06