

**DISTRICT OF COLUMBIA
Office of Administrative Hearings**

HARRY GURAL,
Tenant/Petitioner,

v.

SMITH PROPERTY HOLDINGS VAN NESS
L.P.,
Housing Provider/Respondent.

Case No.: 2016 DHCD TP 30,855
3003 Van Ness Street, N.W., Apt. S-707

**HOUSING PROVIDER'S REPLY TO MR. GURAL'S
OPPOSITION TO THE MOTION FOR SUMMARY JUDGMENT**

Housing Provider/Respondent Smith Property Holdings Van Ness L.P. ("Housing Provider"), by undersigned counsel, submits this brief reply to Mr. Gural's Opposition to the Motion for Summary Judgment. Housing Provider states:

1. Mr. Gural has not identified material facts in dispute. Instead, he has merely provided a differing analysis of the effect of the facts presented by the Housing Provider.
2. Upon the expiration of Mr. Gural's lease (the "Lease") on March 31, 2015 (Exhibit D to the Motion for Summary Judgment), Mr. Gural became a month-to-month tenant, by operation of law. That did not mean that Mr. Gural and the Housing Provider were no longer bound by the terms of the conditions of the previously agreed upon lease.
3. Furthermore, at the same time that the Lease expired, so did the \$278 concession. See Exhibit E to the Motion for Summary Judgment. Therefore, Housing Provider was no longer contractually obligated to accept \$1,770 as full payment for use of the Unit.

4. The definition of “rent” in D.C. Code § 42-3501.03(28) does not exist in a vacuum as Mr. Gural seems to suggest.¹ Mr. Gural’s bank records are not a smoking gun as he seems to suggest of the rent charged. Instead, this Court must consider the Lease itself. Here, the Housing Provider was contractually obligated by the Lease to provide a \$278 per month concession only from April 1, 2014 through March 31, 2015. The Housing Provider was also obligated by the Lease to provide certain related services and facilities. The Lease, in its entirety, defined other rights, obligations and responsibilities of each party. This included that Mr. Gural was only entitled to a reduced rent (the Concession) for a period of 12 months. As such, as of April 1, 2015, Housing Provider was entitled to demand that Mr. Gural was to pay \$2,048 as the concession that Mr. Gural had agreed to in the Lease had expired.

5. Mr. Gural has presented no evidence of an event within six months prior to the implementation of the rent increase, entitling him to a presumption of retaliation. Instead, Mr. Gural bases his retaliation claim on actions that are after the filing of this tenant petition or that he fails to identify when they occurred, including (i) testimony before the District of Columbia City Council and an (ii) an article in the City Paper. The City Council has not enacted the proposed legislation efforts.

¹ “Rent” is defined as “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.” D.C. Code § 42-3501.03(28).

Respectfully submitted,

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Dated: December 30, 2016

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Reply was served on this the 30 day of

December, 2016, by first class mail, postage pre-paid upon:

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