

**DISTRICT OF COLUMBIA
OFFICE OF ADMINISTRATIVE HEARINGS**

| | |
|--|---|
| <p>HARRY GURAL, Tenant/Petitioner,</p> <p style="text-align:center">v.</p> <p>EQUITY RESIDENTIAL MANAGEMENT Housing Provider/Respondent.</p> | <p>Case No.: 2016 DHCD TP 30,855</p> <p>3003 Van Ness Street, N.W. Apt. S-707 Administrative Law Judge: M. Colleen Currie</p> |
|--|---|

TENANT’S REPLY TO HOUSING PROVIDER’S BRIEF REGARDING LACHES

I, Harry Gural (the “Tenant”), acting *pro se*, hereby submit my reply to Equity Residential’s (the “Housing Provider”) Brief Regarding Laches.

The question of the proper court for a Laches argument is outside my area of expertise. However, the Housing Provider’s delay in filing of its case in Landlord and Tenant Court is informative in the Tenant Petition before the Office of Administrative Hearings.

The word “rent” is clearly defined in DC Rental Housing Code section §42-3501.03 (28) and it applies to all of chapter 35. According to the statute:

‘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. [DC Code section §42-3501.03 (28)]

For the period between April 1, 2015 and March 31, 2016, the Tenant paid the Housing Provider \$1,830 plus \$100 parking (*See Exhibit A*). The Housing Provider accepted that amount as full payment for the occupancy of the rental unit, as evidenced by the fact that it took no legal action against the Tenant during that period.

The tenant reasonably relied on this lack of legal action or complaint by the Housing Provider to confirm that his rent for that year was \$1,830 (plus \$100 parking). When planning financial decisions he reasonably believed that the next year’s rent would be limited to the

maximum legal increase under the DC Rental Housing Code—2% plus the CPI-W. However, on Jan. 21, 2016 the Housing Provider demanded a rent increase that exceeded the maximum legal increase by \$297 (*See Exhibit B*). This increase would amount to \$3,564 per year.

In the year beginning April 1, 2016, the Tenant refused to pay the \$297 rent increase demanded by the Housing Provider. His first payment of the new year on March 23 included the maximum legal increase, totaling \$1,885 plus \$100 for parking (*See Exhibit C*). Thirty-three days later on April 25, 2016 the Housing Provider filed a Verified Complaint for Possession of Real Property in the Landlord and Tenant Branch of the DC Superior Court, claiming that it had not been paid in full (*See Exhibit D*).

Because the Housing Provider accepted as full payment of rent the amount the Tenant paid during the first year (April 2014—March 2015), it now cannot claim that the rent during that period was in fact higher than the rent that was paid. It also cannot claim that it is owed a rent increase for the following year that is \$297 higher than the maximum amount allowable under the DC Rental Housing Code.

The Tenant indeed has paid a price for the Housing Provider's failure to pursue legal action in April 2015 when the Housing Provider should have first sought a remedy if it believed that the Tenant was not meeting his financial obligation as a condition of occupancy of the rental unit. The Tenant is now paying \$297 per month under a Protective Order because the Housing Provider did not take legal action at that time but later demanded an illegal rent increase.

Furthermore, the Housing Provider accrues immense benefit by delaying its case in Landlord and Tenant Court because in effect it delays by one year the time in which the Tenant filed a Tenant Petition in the Office of Administrative Hearings. As the President of the Tenants Association representing tenants of 3003 Van Ness, the Tenant will attest under the penalty of perjury that over 60 tenants have sought his help in preventing the Housing Provider from demanding of them illegal rent increases that exceed what is permitted under

the DC Rental Housing statute. Because those tenants fear seeking a remedy in the courts because of the great cost of a legal battle with a \$23 billion corporation and its corporate attorneys, and because of fear of retaliation (the Housing Provider has evicted a tenant for non-payment if an illegal rent increase) the Housing Provider likely earned more than half a million dollars (at a conservative estimate--\$1,000 per year x 600 apartments) by overcharging tenants in the 600+ apartments at 3003 Van Ness during the year delay.

The doctrine of Laches reveals an inconsistency in the Housing Provider's claim of what constitutes rent. In the first year, it accepted the entire amount charged as a condition of occupancy or use of a rental unit was \$1,830. The Housing Provider now claims that the "real" rent that year was several hundred dollars a month higher than the amount paid, and now claims a rent increase that exceeds by \$297 the maximum allowable amount under DC Rental Housing Law.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Tenant's Reply to the Housing Provider's Brief Regarding Laches was served on this 11th day of February by first-class mail, postage pre-paid and by email upon:

Richard W. Luchs (D.C. Bar No. 243931)
Joshua M. Greenberg (D.C. Bar No. 489323)
Debra F. Leege (D.C. Bar No. 497380)
1620 L Street, N.W. Suite 900
Washington, DC 20036-5605



Harry Gural
Tenant/Petitioner, *pro se*

2/11/17

EXHIBIT A

Crown Account Regular

Account number: 1010025493649 ■ February 27, 2015 - March 25, 2015 ■ Page 1 of 4



HARRY D GURAL
3003 VAN NESS ST NW APT S707
WASHINGTON DC 20008-4711

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (389)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

| | | | |
|--------------------|-------------------------------------|-----------------------|-------------------------------------|
| Online Banking | <input checked="" type="checkbox"/> | Direct Deposit | <input checked="" type="checkbox"/> |
| Online Bill Pay | <input checked="" type="checkbox"/> | Auto Transfer/Payment | <input checked="" type="checkbox"/> |
| Online Statements | <input checked="" type="checkbox"/> | Overdraft Protection | <input type="checkbox"/> |
| Mobile Banking | <input type="checkbox"/> | Debit Card | <input type="checkbox"/> |
| My Spending Report | <input checked="" type="checkbox"/> | Overdraft Service | <input type="checkbox"/> |

Activity summary

| | |
|-------------------------------|------------------|
| Beginning balance on 2/27 | 35,000.00 |
| Deposits/Additions | 1,170.05 |
| Withdrawals/Subtractions | 6,270.21 |
| Ending balance on 3/25 | 98,900.04 |

Account number: 1010025493649

HARRY D GURAL

Washington, DC account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 054001220

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



Transaction history

| Date | Check Number | Description | Deposits/ Additions | Withdrawals/ Subtractions | Ending daily balance |
|-------------------------------|--------------|--|---------------------|---------------------------|----------------------|
| 3/2 | | Recurring Transfer to Gural H Waye Save Savings Plan | | 2,000.00 | 8,388.00 |
| 3/3 | | Online Transfer From Gural H Waye Save Savings Plan | 2,000.00 | | 10,388.00 |
| 3/3 | | Bill Pay Barclays Bank DE Recurring | | 24.89 | 10,363.11 |
| 3/3 | | Bill Pay Chase Card Servi Recurring | | 10.00 | 10,353.11 |
| 3/3 | | Bill Pay Chase Card Servi Recurring | | 500.00 | 9,853.11 |
| 3/5 | | US Senate Fed Salary 022615 xxxxx2309 Harry Gural | 9,038.25 | | 8,864.86 |
| 3/6 | 106 | Check | | 15.00 | 8,849.86 |
| 3/10 | | Bill Pay Verizon Wireless Recurring | | 11.22 | 8,838.64 |
| 3/17 | | Bill Pay Barclays Bank DE on Line | | 24.89 | 8,813.75 |
| 3/17 | | Bill Pay Ron Gable Recurring | | 122.21 | 8,691.54 |
| 3/17 | | Bill Pay Chase Card Servi on Line | | 500.00 | 8,191.54 |
| 3/20 | | US Senate Fed Salary 021515 xxxxx2309 Harry Gural | 7,938.25 | | 8,191.54 |
| 3/25 | | Bill Pay Equity Residenti on-Line | | 1,930.00 | 6,261.54 |
| Ending balance on 3/25 | | | | | 8,081.04 |
| Totals | | | 29,076.45 | 5,276.24 | |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

| Number | Date | Amount |
|--------|------|--------|
| 106 | 3/6 | 15.00 |

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

| Fee period 02/27/2015 - 03/25/2015 | Standard monthly service fee \$12.00 | You paid \$0.00 |
|--|--------------------------------------|---|
| How to avoid the monthly service fee | Minimum required | This fee period |
| Have any ONE of the following account requirements | | |
| · Average daily balance | \$1,500.00 | \$8,528.00 <input checked="" type="checkbox"/> |
| · Monthly automatic payment to a Wells Fargo home mortgage | 1 | 0 <input type="checkbox"/> |
| · Combined balances in linked accounts, which may include | \$2,500.00 | \$25,780.03 <input checked="" type="checkbox"/> |
| - Average daily balances in checking and savings accounts | | |
| · Combined balances in linked accounts, which may include | \$5,000.00 | \$0.00 <input type="checkbox"/> |
| - Average daily balances in time accounts and FDIC-insured retirement accounts | | |
| · Combined balances in linked accounts, which may include | \$5,000.00 | \$0.00 <input type="checkbox"/> |
| - Outstanding balances in consumer installment loans | | |
| - Line amount in credit cards and consumer lines of credit | | |

JB:JB

Other Wells Fargo Benefits

We're committed to hiring military veterans. Visit wellsfargo.com/careers to find out how your military experience can translate to a rewarding career at Wells Fargo.*

EXHIBIT B

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

Harry Gural
3003 Van Ness Street, N.W. Apt # S0707
Washington, DC 20008

Date: 01/15/2016

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

| | |
|--|------------|
| Your current rent charged is: | \$ 2,118 |
| The dollar adjustment in your rent charged is: | \$ 74 |
| The percentage adjustment in your rent charged | 3.50 % |
| Your new rent charged is: | \$ 2,192 |
| The effective date is: | 04/01/2016 |

The basis of the adjustment in rent charged is as follows [check one]:

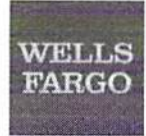
Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

EXHIBIT C

Crown Account Regular

Account number: 1010025493649 ■ February 26, 2016 - March 24, 2016 ■ Page 1 of 3



HARRY D GURAL
3003 VAN NESS ST NW APT S707
WASHINGTON DC 20008-4711

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

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P.O. Box 6995
Portland, OR 97228-6995

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Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

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A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com or call the number above if you have questions or if you would like to add new services.

| | | | |
|--------------------|-------------------------------------|-----------------------|-------------------------------------|
| Online Banking | <input checked="" type="checkbox"/> | Direct Deposit | <input checked="" type="checkbox"/> |
| Online Bill Pay | <input checked="" type="checkbox"/> | Auto Transfer/Payment | <input checked="" type="checkbox"/> |
| Online Statements | <input checked="" type="checkbox"/> | Overdraft Protection | <input type="checkbox"/> |
| Mobile Banking | <input checked="" type="checkbox"/> | Debit Card | <input type="checkbox"/> |
| My Spending Report | <input checked="" type="checkbox"/> | Overdraft Service | <input type="checkbox"/> |



IMPORTANT ACCOUNT INFORMATION

Periodically, we may evaluate the timing of statements, monthly service fee assessment and interest payments to your accounts. We may adjust the timing in order to align your statement, monthly service fee assessment (if any) and interest payment dates with one another. You may receive a partial statement that reflects activity and interest payments from the last statement date to the date of the change. No monthly service fees will be assessed during a partial statement period and there will be no impact to your interest rate or compounding frequency.

Other Wells Fargo Benefits

Students have unique needs when it comes to their money. Whether a younger teen in high school, or an older teen preparing to graduate and take the next step towards college, the military, or directly into the workforce, Wells Fargo has the tools and resources to help students access their money, manage a budget, pay for college, and much more. Visit wellsfargo.com/studentcenter



Activity summary

| | |
|-------------------------------|------------------|
| Beginning balance on 2/26 | 15,691.85 |
| Deposits/Additions | 7,314.53 |
| Withdrawals/Subtractions | 6,778.00 |
| Ending balance on 3/24 | 16,228.38 |

Account number: 1010025493649
HARRY D GURAL
 Washington, DC account terms and conditions apply
 For Direct Deposit use
 Routing Number (RTN): 054001220

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

| Date | Check Number | Description | Deposits/ Additions | Withdrawals/ Subtractions | Ending daily balance |
|-------------------------------|--------------|--|---------------------|---------------------------|----------------------|
| 3/1 | | Recurring Transfer to Gural H Way2Save Savings Acct Open 2988 xxxxx6327 | | 300.00 | 15,391.85 |
| 3/2 | | Bill Pay Chase Card Serv Recurring xxxxxxxx73225 on 03-02 | | 2,000.00 | 13,391.85 |
| 3/4 | | US Senate Fed Salary 022816 xxxxx2309 Harry Gural | 6,857.26 | | 20,249.11 |
| 3/10 | | Bill Pay Verizon Wireless Recurring xxxxxxxx00001 on 03-10 | | 137.84 | 20,111.27 |
| 3/14 | | Paypal Inst Xfer 160313 Nishomrs55 Harry Gural | | 30.00 | 20,081.27 |
| 3/14 | | Chase E pay 160313 255667292 MR Harry D Gural | | 189.85 | 19,891.42 |
| 3/16 | | Bill Pay Ron Cable Recurring xxxxxxxx84104 on 03-16 | | 22.24 | 19,869.18 |
| 3/18 | | US Senate Fed Salary 031516 xxxxx2309 Harry Gural | 1,557.23 | | 21,426.41 |
| 3/23 | | Bill Pay Equity Residenti Recurring xxxxxx07071 on 03-23 | | 1,995.00 | 19,431.41 |
| Ending balance on 3/24 | | | | | 16,228.38 |
| Totals | | | 8,414.49 | 3,778.00 | |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wells Fargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

| | | |
|--|--------------------------------------|---|
| Fee period 02/26/2016 - 03/24/2016 | Standard monthly service fee \$12.00 | You paid \$0.00 |
| How to avoid the monthly service fee | Minimum required | This fee period |
| Have any ONE of the following account requirements | | |
| • Average daily balance | \$1,500.00 | \$15,322.00 <input checked="" type="checkbox"/> |
| • Monthly automatic payment to a Wells Fargo home mortgage | 1 | 0 <input type="checkbox"/> |
| • Combined balances in linked accounts, which may include | \$2,500.00 | \$36,042.82 <input checked="" type="checkbox"/> |
| - Average daily balances in checking and savings accounts | | |
| • Combined balances in linked accounts, which may include | \$5,000.00 | \$0.00 <input type="checkbox"/> |
| - Average daily balances in time accounts and FDIC-insured retirement accounts | | |
| • Combined balances in linked accounts, which may include | \$5,000.00 | \$0.00 <input type="checkbox"/> |
| - Outstanding balances in consumer installment loans | | |
| - Line amount in credit cards and consumer lines of credit | | |

EXHIBIT D

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION
LANDLORD AND TENANT BRANCH
510 4th STREET, N.W., Building B, Room #110, Washington, D.C. 20001 Telephone (202) 879-4879

Case No. LTB _____

EQUITY RESIDENTIAL MANAGEMENT, L.L.C.
Plaintiff(s)
3003 Van Ness Street, N.W.
Address (No post office boxes)
Washington DC 20008
City State Zip Code
(202) 452-1400 - counsel
Phone Number

VS.

HARRY GURAL
Defendant(s)
3003 Van Ness Street, Apt. S707
Address
Washington, D.C. 20008
Zip Code
Phone Number (if known)

VERIFIED COMPLAINT FOR POSSESSION OF REAL PROPERTY -- FORM 1A
(Nonpayment of Rent - Residential Property)

DISTRICT OF COLUMBIA, ss:

- 1. I, (name, address, and phone #) Avis DuVall, 3003 Van Ness Street, N.W., Washington, D.C. 20008 (202) 244-7811, swear or affirm, under penalties of perjury, that I have knowledge of the facts set forth in this Complaint and that I am: [] Plaintiff, or [] Plaintiff's attorney, or [x] Plaintiff's agent authorized to make this verification and my relationship to Plaintiff is (explain, and if Plaintiff is a corporation, include your title) General Manager of 3003 Van Ness and authorized agent of management company as agent for owner.
2. Plaintiff: [x] is the Landlord or Owner, or [] has been appointed Personal Representative of the Estate in case no. _____ and is authorized to take possession of the property, or [] is not the Landlord, Owner, or Personal Representative, but has the right to demand possession because (explain) _____.
3. Plaintiff seeks possession of property located at 3003 Van Ness Street, Apt. S707, Washington, D.C. Property is in possession of Defendant, a tenant who holds it without right. Plaintiff seeks possession of property because: [x] Defendant failed to pay: \$ 297.00, total rent due from April 1, 2016 to April 30, 2016. The monthly rent is \$ 2,192.00. The lease permits late fees of \$ 44.55 (15%) per month. Plaintiff seeks other fees of \$ _____ for _____. (explain), defined as rent under paragraph no. _____ of the lease (bring lease to every court date) for this property, which is not subsidized and is exempt from rent control. The total amount due to Plaintiff is \$ 341.55 **. Notice to quit has been: [] served as required by law, or [x] I have personally reviewed the lease and Defendant has expressly waived the right to be served with a notice to quit in paragraph no. 26 on page number 5 of the lease, or [] Defendant has expressly waived that right in another document (attach copy).
4. Rent for the property of which Plaintiff seeks possession is subsidized by the federal or local government? [] yes [x] no
If the rent is subsidized, answer all of the following:
What amount of rent, if any, is due from the tenant per month? \$ _____
What amount of rent, if any, is due from the subsidy program per month? \$ _____
Is the rent amount alleged due for any month listed in the complaint over and above the tenant's portion of the rent for that month? [] yes [] no
Has the subsidy program failed to pay its portion of the rent for any of the months at issue in this case? [] yes [] no

Therefore, Plaintiff asks the Court for: (check all that apply) without limitation, rent, additional rent (e.g., parking) and applicable late fees, commencing as of May 1, 2016 and continuing on the 1st of _____ month thereafter
[x] Judgment for possession of the property described and costs taxed by the Clerk.
[x] Money judgment for rent, fees defined as rent, and late fees in the total amount of \$ 341.55 **.
[x] A protective order requiring that all future rent be paid into the Court Registry until the case is decided.

Subscribed & sworn to before me this 25 day of April, 2016
Notary Public My Commission expires 11-30-2016

[Signature] 4/25/16
Plaintiff/Plaintiff's Attorney/Plaintiff's Agent Date
General Manager of 3003 Van Ness
Title of Person Signing (if any)

Important Note to Parties: Court of Appeals Rule 49, Superior Court Rule of Civil Procedure 101, and Landlord and Tenant Rule 9 prohibit the unauthorized practice of law. Any person who is not a lawyer in good standing in the District of Columbia should be aware that he or she could be engaging in the unauthorized practice of law if he or she acts on behalf of another in the Landlord and Tenant Branch for any purpose other than to request a continuance.

Joshua M. Greenberg/Debra F. Leege 489323/497380
Plaintiff/Plaintiff's Attorney Unified Bar No.
Greenstein DeLorme & Luchs, P.C., 1620 L Street, N.W., Suite 900, Washington, DC 20036
Address Zip Code
(202) 452-1400 JMG@GDLLAW.COM/DFL@GDLLAW.COM
Phone No. Email Address (required only for attorneys)

CLERK OF THE COURT

Costs of this suit to date are \$ 27.49

