



Harry Gural <harrygural@gmail.com>

Consent praecipe to lift protective order

Harry Gural <harrygural@gmail.com>
To: "Gwynne L. Booth" <GLB@gdllaw.com>

Mon, Nov 30, 2020 at 10:00 AM

Gwynne,

Please see the attached letter requesting that your client join me in filing a consent praecipe to lift the protective order against me in 2016-LTB-10863.

Many thanks,

Harry

Harry Gural
270 Ridgecrest Circle
Apt. 109
Lewisburg, PA 17837

 **11-30-2020 Letter to GDL re consent praecipe to lift protective order.pdf**
377K

HARRY GURAL

270 Ridgcrest Circle, Apt. 109

Lewisburg, PA 17837

November 30, 2020

Gwynne L. Booth, Esq.
Greenstein DeLorme & Luchs, P.C.
801 17th Street, N.W.
Suite 1000
Washington, D.C. 20006

Dear Gwynne,

I am writing to ask if your client would be willing to file a consent praecipe to remove the protective order for Equity Residential Management LLC vs. Harry Gural, case #2016-LTB-10863.

As you know, the Rental Housing Commission issued on Feb. 18, 2020 a final order in my favor regarding my appeal (RH-TP-16-30,855) of a decision by Administrative Law Judge M. Colleen Curry in my tenant petition against Equity Residential Management in the Office of Administrative Hearings (2016-DHCD-TP-30,855).

The Rental Housing Commission's decision clearly affirms my position, stating that "the ALJ's interpretation of the phrase 'rent charged' is incompatible with the structure and the purpose of the [Rental Housing] Act." The basis of Equity Residential's claim against me in 2016-LTB-10863 in the Landlord and Tenant Branch of DC Superior Court is that the company is permitted to raise my rent on the basis of this "rent charged" that substantially exceeds the amount I actually paid, which the RHC has found to be incompatible with DC law.

For this reason, there is no reason for Equity Residential to receive "protection" in its Landlord and Tenant court case – the protective order should be rescinded. I request that you file on behalf of your client a consent praecipe in Landlord and Tenant Court, calling for an end to the protective order and an immediate full refund of the \$16,103 held in escrow.

Please let me know at your earliest convenience how your client wishes to proceed.

Sincerely yours,


Harry Gural

Email: harrygural@gmail.com

Cell: (202) 527-2280



Harry Gural <harrygural@gmail.com>

Consent praecipe to lift protective order

Gwynne L. Booth <GLB@gdllaw.com>
To: Harry Gural <harrygural@gmail.com>
Cc: "Richard W. Luchs" <RWL@gdllaw.com>

Mon, Nov 30, 2020 at 10:53 AM

Good morning Harry,

The Rental Housing Commission decision is not a final decision for any purpose, as the case was remanded for further proceedings. As such, now is not an appropriate time for elimination of the protective order.

Thanks,

Gwynne

WE HAVE MOVED. PLEASE TAKE NOTE OF OUR NEW ADDRESS:



Gwynne L. Booth, Esq.

Greenstein DeLorme & Luchs, P.C.
801 17th Street, N.W.
Suite 1000
Washington, D.C. 20006
Phone: 202.452.1400

Fax: 202.452.1410
E-mail: glb@gdllaw.com

www.gdllaw.com



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[Quoted text hidden]



Harry Gural <harrygural@gmail.com>

Letter requesting consent praecipe to lift the protective order

Harry Gural <harrygural@gmail.com>
To: "Gwynne L. Booth" <GLB@gdllaw.com>
Cc: "Richard W. Luchs" <RWL@gdllaw.com>

Thu, Aug 19, 2021 at 3:17 PM

Gwynne,

Please see the attached letter requesting that your client join in a request to lift the protective order in Landlord and Tenant Court.

Many thanks,

Harry

 **08-19-2021 Letter to GDL re lifting protective order.pdf**
443K

HARRY GURAL

270 Ridgcrest Circle, Apt. 109 Lewisburg, PA 17837

August 19, 2021

Gwynne L. Booth, Esq.
Greenstein DeLorme & Luchs, P.C.
801 17th Street, N.W.
Suite 1000
Washington, D.C. 20006

Dear Gwynne,

I am writing to ask if your client would be willing to file a joint consent praecipe to remove the protective order for Equity Residential Management LLC vs. Harry Gural, case 2016-LTB-10863.

As you know, the Rental Housing Commission issued on Feb. 18, 2020 a final order in my favor (RH-TP-16-30,855). Although the case was remanded to the Office of Administrative Hearings for additional adjudication, it is clear from the RHC decision that Equity acted illegally in demanding of me a rent increase based on the fictitious figure listed in a lease signed under duress.

In addition, the decision by Superior Court Judge Yvonne Williams in District of Columbia v. Equity Residential Management (2017-CA-008334-B) confirms the RHC's ruling. For this reason, Equity's demand that I pay an additional \$297 per month – the amount I am now paying into court escrow under the protective order – is illegal. Furthermore, it is further evidence of Equity's retaliatory action against me for my advocacy on behalf of tenants.

For these reasons, the protective order should be rescinded. I request that you join me in filing a consent praecipe in Landlord and Tenant Court, calling for an end to the protective order and an immediate full refund of the \$19,103 held in escrow.

Please let me know at your earliest convenience how your client wishes to proceed.

Sincerely yours,



Harry Gural

Email: harrygural@gmail.com
Cell: (202) 527-2280



Harry Gural <harrygural@gmail.com>

Letter requesting consent praecipe to lift the protective order

Harry Gural <harrygural@gmail.com>
To: "Gwynne L. Booth" <GLB@gdllaw.com>
Cc: "Richard W. Luchs" <RWL@gdllaw.com>

Tue, Oct 19, 2021 at 2:03 PM

Gwynne,

In light of the recent decision by Judge Williams in the District's case against Equity, I reiterate my request for you/Equity to join me in submitting a motion to the L&T branch of DC Superior Court to modify the protective order so that I am no longer required to pay \$297 per month into escrow and so the more than \$19,000 I have paid into escrow is returned to me.

I note that Judge Williams rejects the Attorney General's request for injunctive relief, stating -- incorrectly -- that Equity stopped the use of rent "concessions" 2.5 years ago. However, Equity has continued the practice by forcing me to pay \$297 per month under protective order, undermining its claim that it no longer engages in the illegal practice of basing rent increase on the false, pre-"concession" rent listed in a lease. Judge Williams writes that "without a cognizable danger of recurrent violation, no sufficient basis exists to impose injunctive relief."

Continuing to force me to pay \$297 month after month appears to be a recurrent violation. Will you and your client join me in requesting a modification of the protective order so the monies paid are returned to me and so I am no longer forced to pay an additional sum that Equity has calculated using a "concession" scheme that has been ruled illegal?

Many thanks,

Harry Gural

[Quoted text hidden]



Harry Gural <harrygural@gmail.com>

Letter requesting consent praecipe to lift the protective order

Gwynne L. Booth <GLB@gdllaw.com>
To: Harry Gural <harrygural@gmail.com>
Cc: "Richard W. Luchs" <RWL@gdllaw.com>

Thu, Oct 28, 2021 at 1:44 PM

Harry,

Thanks for your patience while I discussed the below proposal with our client. Our client will not agree to release the escrow or terminate the protective order.

[Quoted text hidden]

HARRY GURAL

3003 Van Ness Street, NW, #S-707

Washington, DC 20008

harrygural@gmail.com

January 25, 2022

Mr. Josh Luper
Equity Residential
3003 Van Ness Street, NW
Washington, DC 20008

Dear Mr. Luper,

I received a letter from one of your attorneys, rescinding Equity Residential's threat to evict me. However, the claim that this was merely a mistake seems far-fetched.

Notably, your attorney's letter doesn't offer to rescind the \$297 per month *above the maximum legal rent* that I've been forced to pay over the last five and a half years – [more than \\$21,000 thus far](#). The letter also makes no mention of the [\\$34,236 that Equity claims that I owe](#).

To my knowledge, I am the only Equity Residential tenant in Washington, DC who is being forced to pay excess rent according to the "rent concession" scam, which has been found to be illegal. The fact that I am the president of the tenants association that blew the whistle on your illegal activity is no coincidence.

It seems to me that you have two choices:

1. File a motion in Superior Court to remove the protective order in your suit against me, refunding the \$21,103 that have been forced to pay. Eliminate the \$34,236 in overcharges on my Equity Residential statement.
2. Continue to use the illegal "rent concession" scam against me, *demonstrating that injunctive relief against Equity Residential* or further litigation are needed to deter it from engaging in illegal activity. *Continue to retaliate against me* by forcing me to pay \$297 per month above the legal rent for my apartment and by continuing your suit against me in Superior Court in your attempt to collect more than \$34,000 in overcharges.

Please instruct your attorneys to let me know which option Equity Residential chooses.

Sincerely,



Harry Gural

CC:

Stacey Aguiar, Equity Residential Assistant Vice President
Frances Nolan, Equity Residential Vice President
Alison Graham, Attorney, Shulman Rogers
Richard Luchs, Greenstein, DeLorme and Luchs
Gwynne Booth, Greenstein, DeLorme and Luchs

Attorney General Karl Racine
Councilmember Mary Cheh
Councilmember Anita Bonds
Councilmember Elissa Silverman
Councilmember Robert White
Councilmember Christina Henderson
Drew Hubbard, Interim Director, DC Department of Housing and Community Development
Johanna Shreve, Chief Tenant Advocate, Office of the Tenant Advocate



Harry Gural <harrygural@gmail.com>

Letter requesting consent praecipe to lift the protective order

Harry Gural <harrygural@gmail.com>

Tue, Mar 15, 2022 at 11:05 AM

To: "Spencer B. Ritchie" <sbr@gdllaw.com>, "Richard W. Luchs" <RWL@gdllaw.com>

Cc: "Gwynne L. Booth" <GLB@gdllaw.com>

Spencer,

I am writing again to ask if Equity Residential would join me in filing a consent praecipe in L&T Court to rescind the protective order in Equity's case against me. It seems to me that the RHC decision was very clear and it also appears that Equity has not appealed the decision in DC vs. Equity, so despite the fact that my tenant petition has not yet been re-heard in OAH, it's clear that I will prevail. Will your client join me in filing a motion to remove the protective order?

Harry

[Quoted text hidden]



Harry Gural <harrygural@gmail.com>

Letter requesting consent praecipe to lift the protective order

Richard W. Luchs <RWL@gdllaw.com>

Tue, Mar 15, 2022 at 12:06 PM

To: Harry Gural <harrygural@gmail.com>

Cc: "Spencer B. Ritchie" <sbr@gdllaw.com>, "Gwynne L. Booth" <GLB@gdllaw.com>

No, Mr. Gural, we will not agree to go so. Thank you

Sent from my iPhone

Richard W. Luchs

Greenstein Delorme and Luchs, P.C

[801 17th Street, N.W.](#)

[Suite 1000](#)

[Washington , D.C. 20006](#)

On Mar 15, 2022, at 11:05 AM, Harry Gural <harrygural@gmail.com> wrote:

[Quoted text hidden]



Harry Gural <harrygural@gmail.com>

Consent praecipe to lift the protective order in light of OAG's announcement

Richard W. Luchs <RWL@gdllaw.com>

Wed, May 25, 2022 at 3:38 PM

To: Harry Gural <harrygural@gmail.com>, "Spencer B. Ritchie" <sbr@gdllaw.com>

Cc: "Gwynne L. Booth" <GLB@gdllaw.com>

Dear Mr. Gural, no, my client will not agree to do so. We are familiar with the case referenced in the article and it does not impact your individual case. Thank you.

Richard W. Luchs, Esq.

Greenstein DeLorme & Luchs, P.C.

801 17th Street, N.W.

Suite 1000

Washington, D.C. 20006

Phone: 202.452.1400 x 5672

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[Quoted text hidden]



Harry Gural <harrygural@gmail.com>

L&T court protective order

1 message

Harry Gural <harrygural@gmail.com>

Mon, Jun 12, 2023 at 12:42 PM

To: "Spencer B. Ritchie" <sbr@gdllaw.com>

Cc: Natasha Mishra <nnm@gdllaw.com>, "Richard W. Luchs" <RWL@gdllaw.com>

Mr. Ritchie,

Given the [recent OAH decision](#) rejecting your client's Motion for Partial Summary Judgment, would your client be willing to join me in asking the Landlord and Tenant Court to remove the protective order against me? Because of this protective order, I am forced to pay \$297 per month above the maximum legal rent on my apartment. So far, I have been forced to pay more than \$23,000 into the protective order. It seems to me that, given the decisions in my favor by the Rental Housing Commission and the Office of Administrative Hearings, the entire sum should be refunded to me and no future payments should be made.

Please let me know prior to our Wednesday phone conference with OAH whether your client will agree to removing the protective order and refunding all money I have paid to date.

Harry Gural



Harry Gural <harrygural@gmail.com>

Lifting the protective order

Harry Gural <harrygural@gmail.com>
To: "Spencer B. Ritchie" <sbr@gdllaw.com>
Cc: "Richard W. Luchs" <RWL@gdllaw.com>

Wed, Mar 13, 2024 at 10:12 AM

Mr. Ritchie,

I am writing again to ask whether your client will join me in submitting a motion to Superior Court to lift the protective order against me and to have all funds held in escrow returned to me.

As you know, the Rental Housing Commission found long ago that Equity Residential's systematic practice of demanding rent increases based on effective rent ceilings, instead of the rent actually charged, was illegal. Nonetheless, Equity continues to charge me an illegal rent increase every month, and it forces me to pay \$297 per month -- \$27,474 is now held in escrow.

The rent increase demanded of me in 2016, and imposed on me every month, is clearly in bad faith. And forcing me to pay \$297 per month into escrow is clearly an act of retaliation for my work as tenant association president.

For these reasons I ask you again, will your client join me in submitting a motion to have the protective order lifted and to have my money refunded to me?

Harry Gural



Harry Gural <harrygural@gmail.com>

Lifting the protective order

Harry Gural <harrygural@gmail.com>
To: "Spencer B. Ritchie" <sbr@gdllaw.com>
Cc: "Richard W. Luchs" <RWL@gdllaw.com>

Fri, Mar 15, 2024 at 1:12 PM

Mr. Ritchie,

I have not yet received an answer to my email. Please let me know how your client would like to proceed regarding my request to rescind the protective order in Superior Court.

Harry Gural
[Quoted text hidden]