

# HARRY GURAL

3003 Van Ness Street, NW Apt S-707 Washington, DC 20008

August 5, 2018

Ms. Gwynne Booth  
Greenstein, DeLorme and Luchs  
1620 L Street, NW Suite 900  
Washington, DC 20036

Dear Ms. Booth,

Welcome to Harry Gural v. Equity Residential. I am sure that you have been briefed on the cases – a suit against me in L&T court and a tenant petition against Equity in OAH and an appeal that will soon be heard by the Rental Housing Commission.

In the L&T case (2016-LTB-10863) there is a \$297 per month protective order against me for money which Equity Residential claims I owe. I have paid \$8,054 in total so far.

However, the Rental Housing Commission recently found in the case of Gabriel Fineman vs. Equity Residential that “rent,” as it is construed in the DC Rental Housing Act, is the amount actually paid by the tenant, not – as Equity claims – an amount that significantly exceeds the amount per month that is actually paid. See the decision handed down on January 18, 2018 in favor of the tenant and against Equity Residential.

Equity Residential asked the RHC for reconsideration of its ruling, and on March 13 it issued an even stronger ruling against Equity, making it clear that the Rental Housing Act stipulates that annual rent increases, which are limited to 2 percent plus the CPI-W, must be applied to the rent actually paid, not the fictional number Equity claims.

For this reason, it is clear that if Equity Residential continues to claim right to \$297 per month in addition to my actual rent, it would be acting illegally under the laws of the District of Columbia and would be in defiance of a carefully rendered decision by the Rental Housing Commission.

For this reason, I hope that you will come to an agreement with me to request that the Landlord and Tenant court issue an order rescinding the protective order. It would save both me and your client time and money to avoid an appearance before the Court to settle this simple matter. Please respond by this Friday, August 10<sup>th</sup> by letter or email.

Thank you,



Harry Gural

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

# HARRY GURAL

3003 Van Ness Street, NW Apt S-707 Washington, DC 20008

September 6, 2018

Mr. Richard Luchs  
Greenstein, DeLorme and Luchs  
1620 L Street, NW Suite 900  
Washington, DC 20036

Dear Mr. Luchs,

I am writing to ask you to come to mutual agreement to lift the protective order in Equity Residential's case against me in Landlord and Tenant court. We have a hearing in court next Thursday, September 13, at 9:30 am. Equity's case against me is currently suspended because of a Drayton stay.

Equity Residential is now flagrantly violating DC law in its relations to many tenants by continuing to claim rent increases based on a fictitious "maximum legal rent," a concept that has been rejected by the Rental Housing Commission in Gabriel Fineman v. Equity Residential. This very strong ruling finds that "rent" is the amount that the tenant pays, and that rent increases can only be based on the rent. The rejection of Equity's motion for reconsideration specifically states that rent increases can only be based on the actual rent.

Equity Residential also is violating the law in my case, as it continues to charge me an excess of \$297 per month based on a false amount filed with the RAD. The maximum rent increase on my apartment should be based on the actual amount paid.

Nevertheless, a protective order in L&T court continues to force me to pay \$297 per month above the maximum rent on my apartment. If Equity continues to claim the right to this extra \$297, it will be in flagrant violation of the law. I have already paid over \$8,000 – supposedly to protect a \$25 billion corporation.

For this reason, I request that you come to an agreement with me asking the Landlord and Tenant Court to rescind the protective order. It would save both me and your client time and money to avoid an appearance before the Court to settle this simple matter. Please respond by this Monday, September 10, via fax or email.



Harry Gural

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

# HARRY GURAL

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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](mailto:harrygural@gmail.com)

Cell: (202) 527-2280

# HARRY GURAL

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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.

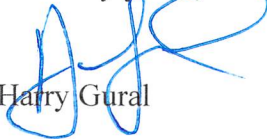
As you know, the Rental Housing Commission issued on Feb. 18, 2020 a final order in my favor (RH-TP-16-30,855). Although the case was remanded to the Office of Administrative Hearings for additional adjudication, it is clear from the RHC decision that Equity acted illegally in demanding of me a rent 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](mailto:harrygural@gmail.com)  
Cell: (202) 527-2280

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**Letter requesting consent praecipe to lift the protective order**

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

Thu, Aug 19, 2021 at 4:25 PM

Hello Harry,

We do not consent to such a proposal.

Thanks,

Gwynne

**Gwynne L. Booth, Esq.**

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

Fax: 202.452.1410  
E-mail: [glb@gdllaw.com](mailto:glb@gdllaw.com)

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Harry Gural <harrygural@gmail.com>

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## Letter requesting consent praecipe to lift the protective order

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**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>

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## Letter requesting consent praecipe to lift the protective order

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**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

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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





Harry Gural <harrygural@gmail.com>

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## Letter requesting consent praecipe to lift the protective order

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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>

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

2 messages

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**Harry Gural** <harrygural@gmail.com>

Wed, May 25, 2022 at 3:18 PM

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

Cc: "Gwynne L. Booth" <GLB@gdllaw.com>, "Richard W. Luchs" <RWL@gdllaw.com>

In light of the announcement of DC Attorney General Racine's announcement, would your client be willing to joint a consent praecipe to lift the protective order against me in Superior Court?

[AG Racine Secures Nearly \\$2 Million For Victims of Rent Hike Scam and District Through Trial Victory \(dc.gov\)](#)

Harry

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**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

Fax: 202.452.1410

E-mail: [rwl@gdllaw.com](mailto:rwl@gdllaw.com)

[www.gdllaw.com](http://www.gdllaw.com)

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Harry Gural <harrygural@gmail.com>

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## L&T court protective order

1 message

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**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