

HARRY GURAL

3003 Van Ness Street, NW, #S-707

Washington, DC 20008

harrygural@gmail.com

January 24, 2022

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

Dear Mr. Luper,

I am writing in response to Equity Residential's recent letter (attached) threatening to evict me, which a neighbor discovered taped to my door while I was out of town. This is further evidence of Equity Residential's retaliation against me for my work as president of the Van Ness South Tenants Association.

The letter from your attorney, Alison Graham of Shulman Rogers, claims that I owe Equity Residential \$30,979 in rent past due. However, this is false – I have paid my rent in full. Presumably, this figure refers to additional \$297 per month penalties that Equity claims that I owe – the amount *above* the maximum rent increase permitted under rent stabilization, DC Code §42–3502.08(1)(A).

As you know, because of Equity Residential's 2016 retaliatory suit against me (2016-LTB-10863), I already have been forced to pay *more than \$21,000* into a protective order in the Landlord and Tenant Branch of DC Superior Court. That case is still pending in Superior Court and therefore further steps to evict me, like the threat in the letter from your attorney, *are illegal*.

The \$30,979 that you claim that I owe and for which you threaten to evict me is the amount you have illegally charged under the “rent concession” scam (plus approximately \$10,000 in penalties and fees), which the Rental Housing Commission has found to be *illegal*.

The following events put an end to Equity Residential's “rent concession” scam:

- The Rental Housing Commission ruled against Equity Residential's Smith Property Holdings in *Gabriel Fineman vs. Smith Property Holdings Van Ness LP* (January 18, 2018).
- The Rental Housing Commission ruled against *Equity Residential in Harry Gural vs. Equity Residential and Smith Property Holdings LP* (February 18, 2020).
- *The Rent Charged Definition Clarification Act of 2018* was signed into law, affirming that the word “rent” in DC law means the same thing as in any English dictionary – the amount one actually pays, not the fictitious, much higher number that Equity Residential put on leases and reported to the city. (January 16, 2019)

- DC Attorney General Karl Racine filed suit against Equity Residential for using false advertising and “rent concessions” to overcharge residents of 3003 Van Ness (Dec. 13, 2017).
- In the District of Columbia’s case against Equity, DC Superior Court Judge Yvonne Williams found Equity Residential guilty of violating the DC Consumer Protection Procedures Act in its use of “concession” pricing and false advertising (October 8, 2021). The judge awarded \$1 million in restitution to residents of 3003 Van Ness.

It is important to note that in Judge Williams’ decision, she denies the request by the District of Columbia for injunctive relief against Equity Residential; the request was intended to prevent Equity from using the “rent concession” scam to overcharge residents in the future. The judge believed that Equity Residential had abolished “concession” pricing after enactment of the 2019 Rent Charged Definition Clarification Act.

However, by threatening me with eviction for refusing to pay \$297 per month *above* the legal limit (\$30,979 total over more than five years including Equity-imposed penalties), Equity Residential clearly has demonstrated that *it has not given up concession pricing*, and therefore should be subject to additional penalties or further litigation.

Furthermore, it raises the question of whether Equity Residential should be held liable via a class action suit or other means for overcharging tenants of its other rent-stabilized properties in the District of Columbia using the “rent concession” scam. Records obtained via the Freedom of Information Act suggest that Equity Residential’s system for circumventing DC rent stabilization law was not limited to 3003 Van Ness. This practice likely affected thousands of DC residents.

Equity Residential *has clearly engaged in retaliation* against me as the president of the Van Ness South Tenants Association, one of the most active associations in the District of Columbia, which played a critical role in helping to put an end to the “rent concession” scam.

This retaliation is not merely a one-time action demonstrated by the recent threat to evict me. Rather, Equity Residential *repeatedly has retaliated against me for more than five years* – threatening eviction in 2016 for refusing to sign a lease with a false number listed as the “rent,” fighting my efforts in the Office of Administrative Hearings prevent “concession” rent increases by simply applying the common English definition of the word “rent,” forcing me to pay \$297 per month into a protective order over more than five years (\$21,103), refusing to join me in requesting that the court rescind the protective order after the RHC decisions against Equity, and now threatening me again with eviction.

The most recent statement I received from Equity Residential actually claims that I owe \$34,236 – despite the fact that I have paid the full legal rent. These statements continue to arrive month after month, steadily increasing Equity’s claims for additional rent, each time in violation of DC law.

This retaliatory action has forced me to endure a five-year saga in the courts – simply to avoid persecution for refusing to sign a lease with a false amount listed as the “rent” and refusing to pay a rent increase that obviously exceeds the maximum legal amount. The sixth anniversary of retaliation comes this April.

As your attorneys know, the laws of the District of Columbia *specifically prohibit retaliatory action* by housing providers against tenants who participate in a tenants association or who otherwise pursue their rights under the law. Specifically, DC Code §42-3505.02 states:

“No housing provider shall take any retaliatory action against any tenant who exercises any right conferred upon the tenant by this chapter, by any rule or order issued pursuant to this chapter, or by any other provision of law. Retaliatory action may include any action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit, action which would unlawfully increase rent, decrease services, increase the obligation of a tenant, or constitute undue or unavoidable inconvenience, violate the privacy of the tenant, harass, reduce the quality or quantity of service, any refusal to honor a lease or rental agreement or any provision of a lease or rental agreement, refusal to renew a lease or rental agreement, termination of a tenancy without cause, or any other form of threat or coercion.”

I demand that you *immediately rescind your threat to evict me* and that you stop your five-year harassment of me for my activities as president of the Van Ness South Tenants Association.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Gural', with a stylized flourish at the end.

Harry Gural

CC:

Stacey Aguiar, Equity Residential Assistant Vice President

Frances Nolan, Equity Residential Vice President

Alison Graham, Attorney, Shulman Rogers

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

December 30, 2021

VIA PRIVATE PROCESS SERVER

Harry Gural
3003 Van Ness St, NW #S707
Washington, DC 20008

Re: NOTICE OF PAST DUE RENT

30-Day Notice to Quit for Non-Payment of Rent (Section 501(a)) under the lease agreement dated April 1, 2014 ("Lease") for the premises located at 3003 Van Ness St, NW #S707, Washington, D.C. 20008 (the "Premises")

Our File Number: 115608.00101

Dear Tenant(s),

This Firm and I represent your landlord, Equity Residential Management, L.L.C., as agent for the Owner d/b/a 3003 Van Ness ("Landlord/Housing Provider"). This Notice is being sent to you pursuant to D.C. Code §42-3505.01(a), (b-1)(2) and (q-1)(2) of the Rental Housing Act of 1985, D.C. Law 6-10. You are hereby notified that you do not have to vacate the rental unit until and unless a court orders you to do so. You are also notified that you have the right to dispute the Landlord's allegations through the court process and remain in the rental unit until the court reaches a decision on the matter.

You may contact the Office of the Tenant Advocate by calling (202) 719-6560 and/or the Tenant Legal Assistance Network by calling (202) 780-2575. Both of these resources may provide or refer you to free legal services for tenants facing eviction.

This is a notice of past due rent. The total amount of the rent owed is \$30979. Your current monthly rent is \$2383. A ledger showing the dates of rent charges and payments for the period of delinquency is attached. **You have the right to remain in the rental unit** if the total balance of the unpaid rent is paid in full or if you are current on a rent payment plan.

You may qualify for Emergency Rental Program Assistance (ERAP) if your household's annual income is equal to or less than the amounts shown below:

People in Household	Maximum Income	People in Household	Maximum Income
1	\$57,650	5	\$88,900
2	\$65,850	6	\$95,500
3	\$74,100	7	\$102,100
4	\$82,300	8	\$108,650

Only you or your authorized agent may apply for ERAP. To learn more about the program and apply for assistance, please visit <https://erap.dhs.dc.gov>.

3003 Van Ness has the right to file a case in court seeking your eviction, without further notice, if you do not pay the total balance of unpaid rent in full or you miss payments under a rent payment plan totaling at least \$600 or two months of rent, whichever is greater.

If 3003 Van Ness files in court, your next notice will be a summons to appear in court. You have the right to defend yourself in court, including filling out the attached declaration of financial hardship. This declaration should be submitted to the court if you receive a summons.

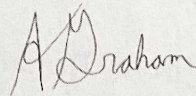
Only a court can order your eviction. For further help or to seek free legal services, including help applying for rental assistance or preparing a payment plan, contact the Office of the Tenant Advocate at 202-719-6560 or the Landlord Tenant Legal Assistance Network at 202-780-2575.

Nothing herein shall be deemed to relieve you of your obligation to promptly pay all future rents due or prevent management from suing for possession based upon non-payment of rent. You are also notified that the rent for the premises is due in accordance with your lease, up to and including the date by which this Notice expires (60 days after service upon you) pursuant to the terms thereof. This notice shall not relieve you from any claims for any other breaches, which may arise out of the lease agreement. Payment by you or acceptance of rent by the owner or landlord shall not be construed as a waiver of the Landlord's right to enforce this Notice or enforce any other Notice that may have been issued or additional amounts that may be owed.

This property is registered with the Rental Accommodation and Conversion Division. The Housing Provider's Registration Number is 54002038.

Payment by you, or acceptance of rent by the owner/management after this notice will not waive this notice of your violation of the lease/tenancy unless you cure the violation noted above. If you have any questions about this notice, please contact the Rental Accommodations and Conversion Division at 202-442-9505.

Sincerely yours,



Alison H. Graham

cc: Equity Residential Management, L.L.C., as agent for the Owner d/b/a 3003 Van Ness
3003 Van Ness St, NW
Washington, DC 20008
(202) 244-3100