

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

January 24, 2022

VIA EMAIL (harrygural@gmail.com)

Harry Gural
3003 Van Ness St, NW #S707
Washington, D.C. 20008

Re: 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 No.: 115608.00101

Dear Mr. Gural:

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”). Landlord received your email dated January 24, 2022, and requested that I respond. Earlier this month you were served with a Notice of Past Due Rent dated December 30, 2021 (the “Notice”). I am writing to let you know that the Notice was generated and sent to you in error and is not related to your activities with or relationship to the Van Ness South Tenants Association. In fact, your Landlord requested that the Notice not be served. Unfortunately, the private process server proceeded with service despite my office’s request not to serve the Notice.

This letter confirms that the Notice is rescinded immediately and that no further action will be taken with regard to the same. Accordingly, please disregard the Notice in its entirety.

Sincerely yours,



Alison H. Graham

cc: Equity Residential Management, L.L.C. as agent for the Owner d/b/a 3003 Van Ness

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.

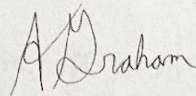
Only a court can order your eviction. For further help or to seek free legal services, including help applying for rental assistance or preparing a payment plan, contact the Office of the Tenant Advocate at 202-719-6560 or the Landlord Tenant Legal Assistance Network at 202-780-2575.

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

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
Cell: (202) 527-2280

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 10th by letter or email.

Thank you,



Harry Gural

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