

**DISTRICT OF COLUMBIA
OFFICE OF ADMINISTRATIVE HEARINGS**

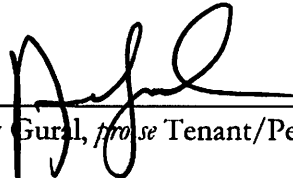
<p>HARRY GURAL Tenant/Petitioner,</p> <p style="text-align: center;">v.</p> <p>EQUITY RESIDENTIAL MANAGEMENT and SMITH PROPERTY HOLDINGS LP</p> <p style="text-align: center;">Housing Provider/Respondent.</p>	<p>Case No.: 2016 DHCD TP 30,855</p> <p>In re: 3003 Van Ness Street, N.W. Unit S-707</p>
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POST HEARING BRIEF AND CLOSING ARGUMENTS

Harry Gural (Tenant/Petitioner) hereby submits to the court the attached Post-Hearing Brief and Closing Arguments, Findings of Fact and Conclusions of Law, which were first submitted electronically yesterday. The attached brief updates citations that hadn't been fully updated.

For the convenience of the court, Petitioner also attaches the full transcript of the hearing on May 22 through 24, as well as exhibits. Because the transcript is almost two hundred pages long it was delivered to the Court by hand on July 28th.

Respectfully submitted,



Harry Gural, *pro se* Tenant/Petitioner

3003 Van Ness St, NW #S-707
Washington, DC 20008

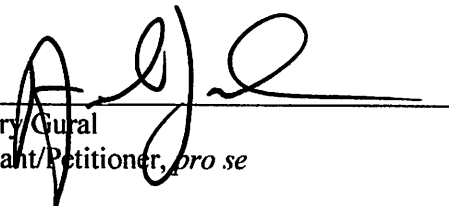
July 29, 2017

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Post-Hearing Brief and Closing Arguments was served on this 29 day of July by USPS express mail, postage pre-paid and by email upon:

Richard W. Luchs (D.C. Bar No. 243931)
Joshua M. Greenberg (D.C. Bar No. 489323)
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1620 L Street, N.W. Suite 900
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July 29, 2017



Harry Gural
Tenant/Petitioner, *pro se*

3003 Van Ness St, NW #S-707
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POST-HEARING BRIEF AND CLOSING ARGUMENTS

I. PETITIONER’S CLAIMS

The retaliation claim of Petitioner Harry Gural (“Tenant” or “Petitioner”) against Equity Residential Management and its subsidiary, Smith Property Holdings Van Ness, LP (“Equity,” “Housing Provider,” or “Respondent”), centers on the Housing Provider’s systematic retaliation against Gural for challenging its use of concession leases to circumvent the rent stabilization provisions of the Rental Housing Act of 1985, D.C. Code §§ 42-3501.01, *et seq.* (“Rental Housing Act”).

Gural is president of the Van Ness South Tenant Association (“VNSTA”), one of the most active tenant associations in the city. VNSTA represents the residents of Equity Residential’s accommodation at 3003 Van Ness, one of the District’s largest rental housing accommodations and one of the most valuable properties in Equity Residential’s portfolio.¹ As tenant association president, Gural is a vociferous defender of the rights of his tenant association members and has an extensive record working on issues including

¹ Gural resides at 3003 Van Ness Street, N.W., a 625-unit apartment building with a value of more than \$200 million; it is Equity’s largest property in terms of number of units and one of the most valuable properties in its portfolio. Equity Residential (and ERP Operating Limited Partnership), Annual Report (Form 10-K) at S-4 (Feb. 17, 2017). Equity, through its operating partnership, owns a total of 302 apartment buildings, with 77,458 units, with a post-depreciation value of \$20.026 billion. *Id.* at 37. Some 17.95% of its units are located in the Washington, D.C., area. *Id.* at 42. Equity is based in Chicago and has 2,700 employees. *Id.* at 7.

zoning violations, air conditioning problems, fire alarm malfunctions, elevator outages, security breaches, construction dust, the electrocution of a dog and other issues. (Exhibit 110, Affidavit of Harry Gural)

In his role as tenant association president, Gural has helped over 75 tenants trapped in “concession” leases² negotiate lower increases than those demanded by the Housing Provider, which can be several hundred dollars a month. He tangles frequently with Equity management on this issue, which has tried to exclude him from negotiations with tenants despite their wish for Gural’s involvement. (Exhibit 202, Emails between Harry Gural and Equity Regional Manager Jesse Jennell, and Exhibit 101, Email testimony by tenants). He has become the leading advocate on the “concession” issue in the city, and has worked with the D.C. Office of the Attorney General, the D.C. Office of the Tenant Advocate and members of the D.C. City Council, and has also been featured in a *City Paper* expose of the rent “concessions” issue.

Gural alleges that the Housing Provider has retaliated against him because of his strong advocacy for the rights of his tenants, and that it is trying to evict him both to put an end to his work as tenant association president and to send a message to other tenants who question the legitimacy of “concession” leases. He specifically points to five forms of retaliation: requiring him to sign a written lease (with an incorrect figure listed as “rent”) in spite of the fact that he had established a month-to-month tenancy, failure to file a legally mandated 30-day notice to quit before initiating eviction proceedings, attempting to evict him for a \$297 dispute, imposing late fees on his account despite the fact that he had paid in full

² A “concession lease” is a lease that attempts to preserve or bank for future use a one-time rent increase authorized by the District’s rent stabilization laws. If fully implemented, these authorized rent increases (like a vacancy increase or a rent increase authorized by a voluntary agreement) would, in many cases, increase the rent for the unit to well above market rates. In an attempt to both rent units at market rates and hang onto these above-market rate rent increases for later use, Equity listed the “rent charged” for Tenant’s unit in filings to the D.C. Rental Accommodations Division as the rent that would be realized if the allowable rent increase were fully implemented rather than the amount it actually charged the Tenant. Equity then labeled the difference between the amount filed and the amount actual paid as a “concession,” filing the “rent charged” with the District’s rent control authorities as the highest amount that could be charged for the unit under the District’s rent stabilization laws and effectively reinstating the District’s long repealed “rent ceilings.” Under this concession scheme, Equity provides “concessions” to the tenant either through an addendum to the tenant’s lease (if a written lease is still in effect) or by unwritten agreement in the case of month-to-month tenants. By establishing the amount of “rent charged” as a theoretical amount that is much greater than the actual amount paid by the tenant, Equity circumvents the statutory cap on standard annual rent increases of 2% plus the increase in the Consumer Price Index (“CPI”) (D.C. Code § 42-3502.08(h)(2)) and subverts the express determination by the District Council in 2006 to abolish “rent ceilings.” *See, e.g.*, D.C. Code § 42-3502.06 (“rent ceilings abolished”). Further, Equity aggressively ties the availability of concessions to written leases with certain tenants, forcing those tenants into an endless cycle of negotiating new written leases every year to preserve a concession of some sort and effectively denying many of them the District’s month-to-month statutory tenancy.

(including the disputed amount to the court registry), and attempting to win its case against him in the Landlord and Tenant Branch of Superior Court by failing to properly serve him information of a pending court hearing date that it had arranged without his knowledge.

The Rental Housing Act provides strong protections against retaliation for tenants who exercise their rights under the Act. If a tenant can demonstrate that he or she engaged in certain protected actions, e.g., “organized, been a member of, or been involved in any lawful activities pertaining to a tenant organization” (§ 42-3505.02(b)(4)), the law shifts the burden of proof to the Respondent by triggering a statutory rebuttable presumption that requires the Housing Provider to show by “clear and convincing evidence” that its actions were taken for legitimate reasons and were not retaliatory.

Furthermore, the D.C. Court of Appeals makes it clear in *DeSzunyogh v. William C. Smith & Co.*, 604 A.2d 1 (D.C. 1992), a ruling that overturned earlier case law, that the Housing Provider cannot claim that an act was not retaliatory because the action was not by itself illegal.

Petitioner will show, based on the evidence introduced during a three-day hearing before Judge M. Colleen Currie of the Office of Administrative Hearings (“OAH”), that he strongly engaged in protected actions within the time frame needed to trigger to a statutory rebuttable presumption, thereby shifting the burden to the Housing Provider to show “by clear and convincing evidence” that its actions were not retaliation as defined by the law. The record will clearly show that the Housing Provider/Respondent failed to dispute the Petitioner’s allegations of retaliation, fails to challenge his record of protected actions, and failed to meet the heightened burden of proof requiring it to show legitimate, non-retaliatory reasons for retaliatory actions against a tenant occurring no more than six months after the tenant engaged in activities defined by District law as protected.

II. APPLICABLE STATUTES AND REGULATIONS

A. Retaliation

The Rental Housing Act includes broad protections for tenants exercising their rights under the District’s rent stabilization laws, prohibiting a housing provider from retaliating against a tenant who “exercises any right conferred upon the tenant” by the Rental Housing Act. D.C. Code § 42-3505.02(a). The Act provides a long list of illustrative (but not exhaustive) prohibited forms of retaliation, including:

- “[A]ny action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit;”
- “[A]ction 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;”
- “[A]ny refusal to honor a lease or rental agreement or any provision of a lease or rental agreement;”
- “[R]efusal to renew a lease or rental agreement;”
- “[T]ermination of a tenancy without cause;” and
- “[A]ny other form of threat or coercion.”

Section 42-3505.02(b) strengthens these vital tenant protections by providing that if a tenant engaged in one or more protected activity in the six-month period preceding the housing provider’s commission of any act either covered by the provision’s general definition of retaliatory action or within the six categories of actions defined as retaliatory, *supra*, then the housing provider is presumed to have retaliated against the tenant unless the housing provider provides “clear and convincing evidence to rebut this presumption.”

Early case law limited the application of the rebuttable presumption to situations in which the housing provider also had acted illegally (*Wahl v. Watkins*, 491 A.2d 477 (D.C.1985)). However, it is critical to note that the D.C. Court of Appeals overruled this interpretation in *DeSzunyogh v. William C. Smith & Co.*, 604 A.2d 1 (D.C. 1992), clarifying that the reach of the rebuttable presumption of retaliation established by § 42-3505.02(b) applies even in cases where the housing provider’s actions against the tenant were legal:

To clarify for the trial court and for future litigants, we now state that *if a tenant alleges acts which fall under the retaliatory eviction statute*, D.C. Code § 45-2552, the statute applies, and the landlord is *presumed to have taken “an action not otherwise permitted by law”* unless it can meet its burden under the statute. (emphasis added)

Section 42-3505.02(b) specifies six categories of protected activity that trigger the rebuttable presumption of retaliation, the following four of which are relevant in this case:

- The tenant “[c]ontacted appropriate officials of the District government, either orally in the presence of a witness or in writing, concerning existing violations of the housing regulations in the rental unit the tenant occupies or pertaining to the housing accommodation in which the rental unit is located, or reported to the officials suspected violations which, if confirmed, would render the rental unit or housing accommodation in noncompliance with the housing regulations” (D.C. Code § 42-3505.02(b)(2));
- The tenant “[o]rganized, been a member of, or been involved in any lawful activities pertaining to a tenant organization” (D.C. Code § 42-3505.02(b)(4));
- The tenant “[m]ade an effort to secure or enforce any of the tenant’s rights under the tenant’s lease or contract with the housing provider” (D.C. Code § 42-3505.02(b)(5)); and
- The tenant “[b]rought legal action against the housing provider” (D.C. Code § 42-3505.02(b)(6)).

The rebuttable presumption shifts the burden of proof to the housing provider, requiring that it do much more than simply show a legitimate, non-retaliatory reason for its actions against the tenant:

But when the statutory presumption comes into play, it will not suffice merely to articulate a legitimate, non-retaliatory reason, because the legislature has assigned a substantial burden of proof (“clear and convincing evidence”) to the landlord. *Gomez v. Independence Management of Delaware, Inc.*, 967 A.2d 1276, 1291 (D.C. 2009).

Under the clear and convincing evidence standard of proof, the proponent of a disputed fact is required to meet a burden of proof that falls somewhere between the more lenient “preponderance of evidence” standard (a greater than 50% probability) standard and the more exacting “beyond a reasonable doubt” standard typically applicable in criminal cases (in the 90-100% certainty range):

The preponderance standard is a more-likely-than-not rule, under which the trier of fact rules for the plaintiff if it thinks the chance greater than 0.5 that the plaintiff is in the right. The reasonable doubt standard is much higher, perhaps 0.9 or better. The clear-and-convincing standard is somewhere in between. *Brown v. Bowen*, 847 F.2d 342, 345-46 (7th Cir. 1988).

The clear and convincing evidentiary standard requires that the party with the burden of proof (in this case, the Housing Provider) show that the probability that a disputed fact is true is in the 70-75% range. *See, e.g., United States v. Fatco*, 458 F.Supp. 388, 405 (E.D.N.Y. 1978) (70% probability); C.M.A. McCauliff, *Burdens of Proof: Degrees of Belief, Quanta of Evidence or Constitutional Guarantees?*, 35 VAND. L. REV. 1293, 1328 tbl.5 (1982). (According to a survey of 170 federal judges, the clear and convincing standard requires that the party with the burden of proof show that there is a 75% probability that a disputed fact is true).

B. Eviction

At the core of the Rental Housing Act is the statutory tenancy, which typically kicks in for most tenants after the tenant's initial one-year lease expires. D.C. Code § 42-3505.01(a). This provision of the D.C. Code limits the grounds for evicting a tenant to specific statutory grounds once the tenant's written lease has expired if the tenant continues to pay his or her rent:

Except as provided in this section, no tenant shall be evicted from a rental unit, notwithstanding the expiration of the tenant's lease or rental agreement, so long as the tenant continues to pay the rent to which the housing provider is entitled for the rental unit; provided that the nonpayment of a late fee shall not be the basis for an eviction. D.C. Code § 42-3505.01(a) (emphasis added).

In this case, Petitioner contends, based on his unwritten lease and his rights as a statutory tenant, that he paid the Housing Provider the amount of rent to which it was entitled (*i.e.*, the past year's rent adjusted by the statutory increase authorized by D.C. Code § 42-3502.08(h)(2) of 2% plus the increase in the CPI). The Housing Provider, on the other hand, claims that it was entitled to disregard the Tenant's month-to-month statutory tenancy and increase his rent by an amount equal to more than six times the amount generally allowed by the District's rent stabilization laws by reaching back to pull on past rent increases that had not been implemented at the time they were authorized.

This administrative court has ruled in favor of the Housing Provider on the rent concessions issue, embracing the Housing Provider's argument that it is entitled to submit to the District's rent administrator as the "rent charged" for Gural's unit an amount that is much higher than the amount he actually paid. *Gural v. Equity Residential Management et al.*, 2016-DHCD-TP 30,855 (April 12, 2017).

Regardless of the administrative court's ruling, neither the Rental Housing Commission nor the D.C. Court of Appeals has sanctioned Equity's practice of ignoring the 2006 amendment of the Act that abolished rent ceilings. Accordingly, the Tenant asserts that, as a month-to-month statutory tenant, he was not in arrears in his rent payments in April 2016 and was entitled to the 30-day notice to correct or vacate:

(a) . . . *No tenant shall be evicted from a rental unit for any reason other than for nonpayment of rent unless the tenant has been served with a written notice to vacate which meets the requirements of this section.* Notices to vacate for all reasons other than for nonpayment of rent shall be served upon both the tenant and the Rent Administrator. All notices to vacate shall contain a statement detailing the reasons for the eviction, and if the housing accommodation is required to be registered by this chapter, a statement that the housing accommodation is registered with the Rent Administrator.

(b) *A housing provider may recover possession of a rental unit where the tenant is violating an obligation of tenancy and fails to correct the violation within 30 days after receiving from the housing provider a notice to correct the violation or vacate.* D.C. Code §§ 42-3505.02(a), (b) (emphasis supplied).

C. Penalties

The Rental Housing Act authorizes the imposition of civil fines of up to \$5,000 per violation against a housing provider who willfully retaliates against a tenant:

Any person who willfully (1) collects a rent increase after it has been disapproved under this chapter, until and unless the disapproval has been reversed by a court of competent jurisdiction, (2) makes a false statement in any document filed under this chapter, (3) *commits any other act in violation of any provision of this chapter* or of any final administrative order issued under this chapter, or (4) *fails to meet obligations required under this chapter* shall be subject to a civil fine of not more than \$5,000 for each violation. D.C. Code § 42–3509.01(b). (emphasis supplied).

The D.C. Court of Appeals has provided inconsistent guidance as to what constitutes a willful violation, construing it narrowly in *Quality Mgmt., Inc. v. D.C. Rental Housing Comm’n*, 505 A.2d 73, 74-75 (D.C. 1986), as “go[ing] to intent to violate the law” and more broadly in *Bernstein Mgmt. v. D.C. Rental Housing*, 952 A.2d 190, 199 (D.C. 2008), as applying if “the person intended to do the action that constitutes the violation, not necessarily that the person was conscious of the fact that it was a violation.” The U.S. Supreme Court has consistently construed willful violations as including those involving reckless disregard of the law as well as knowing disregard of the law. *See, e.g., TWA, Inc. v. Thurston*, 469 U.S. 111 (1985); *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988); *Safeco Insurance Co. of America v. Burr*, 551 U.S. 47 (2007).

III. HOUSING PROVIDER’S RETALIATORY ACTS AGAINST TENANT

The Respondent’s five major acts of retaliation against the Petitioner are:

- Requiring Tenant to sign a written lease in March 2016 in spite of the fact that he had established a month-to-month tenancy April 1, 2015;
- Failing to provide in April 2016 the 30-day notice to correct or vacate required by District law before commencing an eviction proceeding;
- Attempting to evict Tenant for nonpayment of a disputed rent increase by filing a complaint for possession of his apartment on April 27, 2016, in the Landlord and Tenant Branch of D.C. Superior Court;
- Imposing improper late fees on Tenant from April 6, 2016, through Aug. 6, 2016, and double billing the Tenant for the disputed rent increase (once by billing him for the disputed increase and a second time by requiring payment of the disputed rent increase to Superior Court via the registry through a protective order) from April 1, 2016, through Aug. 1, 2016; and

- Falsely claiming to have served a motion to vacate a *Drayton* stay on Tenant by hand on Aug. 23, 2016, putting him at risk of losing his case in Landlord and Tenant Court.

A. Retaliatory Act No. 1: Requiring Petitioner to Sign a Written Lease in Contravention of his Month-to-month Tenancy

In March 2016, the Housing Provider demanded that Tenant forego his established rights as a month-to-month statutory tenant, requiring him to sign a new written lease for April 1, 2016, through March 31, 2017. It thereby violated various provisions of D.C. Code § 42-3505.02(a), including refusing to honor an existing rental agreement with Gural and attempting to terminate his tenancy without cause.

Housing Provider demanded that Gural sign a written lease, disregarding the fact that it entered into an implied unwritten lease with the Tenant by accepting his monthly rent payments of \$1,830 for a full 12 months (April 2015 through March 2016). Gural responded to Equity's demand for a written lease by seeking to enforce his tenant rights as a party to an implied month-to-month lease that commenced April 1, 2015, and, by operation of D.C. Code § 42-3505.01(a), converted his tenancy to a statutory tenancy that would remain in effect as long as Tenant properly paid his rent.

During the first year of his month-to-month tenancy, Gural paid a monthly rent of \$1,830, which was equal to the rent under his expired written lease (\$1,770), augmented by a statutory rent increase of 2% plus the increase of general applicability, *i.e.*, the CPI at 3.4% (D.C. Code § 42-3502.08(h)(2)). Due to a bank auto-pay processing error the 3.4% statutory increase was not collected until December 2015, but it was applied retroactively to cover April through November 2015 via a one-time payment on Dec. 4, 2015 of \$549 that was equal to the 3.4% increase owed for that period plus a 15% late payment fee. (Exhibit 201, Ledger for Unit S-707 at 3-4.)

Housing Provider began the process of revoking Gural's statutory tenancy in March 2016 by providing the Tenant with the Hobson's choice of signing a new written concession lease with a modest rent increase of \$65 for a total monthly rent of \$1,895 – roughly an average market price for a one-bedroom apartment in the building -- or paying a large rent increase of \$362 consisting of a \$65 rent increase plus a \$297 penalty to maintain his month-to-month tenancy at a total new monthly rent of \$2,192. (Exhibit 203, Emails between Harry Gural and Avis DuVall). When Gural attempted to continue his month-to-month tenancy by paying the \$1,895 rent that would have been due by application of the standard annual rent increase (2%

plus the CPI) to the \$1,830 charged during the previous 12-month cycle of his month-to-month tenancy, Housing Provider cashed his check but then moved to evict him by claiming an underpayment of \$297.

This eviction proceeding is extremely harsh as it not only would end Gural's established month-to-month statutory tenancy but would also terminate Gural's tenancy in its entirety because of his attempt to exercise his rights under the Rental Housing Act of 1985.

B. Retaliatory Act No. 2: Failing to Provide Petitioner with the 30-day Notice to Correct or Vacate Required by the D.C. Code

On April 27, 2016, Housing Provider initiated an eviction proceeding against Gural by filing a complaint for possession of his apartment without providing the 30-day notice to correct or vacate required by District law. (Exhibit 112, Verified Complaint for Possession of Real Property.) Housing Provider violated D.C. Code § 42-3505.02(a) by, among other things, seeking, in a proceeding not otherwise permitted by law, to recover possession of Gural's rental unit.

Instead of providing the 30-day notice required by D.C. Code §§ 42-3505.01(a) and (b) for statutory tenants, Equity checked a box in ¶ 3 of the complaint claiming that the Petitioner had waived his right to the 30-day statutory notice though a provision of Gural's old, expired lease (that lease, including the provision in question (¶ 26), had expired on March 31, 2015, or more than a year before the complaint was filed and had been supplanted by a statutory tenancy under D.C. Code § 42-3505.01, including its requirement for a 30-day notice to correct and vacate). (Exhibit 112, Verified Complaint for Possession of Real Property at ¶ 3).

Equity treats rent as late if it has not been paid by the sixth day of the month, with a policy of filing a legal action for nonpayment after the 11th of the month. (DuVall testimony, hearing transcript page 127, lines 1-9) In the case of Gural's dispute with the Housing Provider over whether it was legal to charge a premium to a month-to-month tenant, the Housing Provider failed to provide the Tenant with the 30-day notice to correct or vacate required by statute before initiating an eviction proceeding. Instead, the Housing Provider jumped straight to an eviction proceeding on April 27, 2016, thereby denying the Tenant the opportunity to correct the alleged violation, reach a compromise with the Housing Provider, or seek resolution of the underlying legal question by filing a tenant petition or taking other legal action. At the hearing, the attorney for the Housing Provider negotiated a Protective Order with the court, which took

Equity's claim at face value without evaluating whether the \$297 increase was legal. The Protective Order forced Gural to pay \$297 per month directly to the court registry, which he continues to do today.

C. Retaliatory Act No. 3: Attempting to Evict Petitioner for Nonpayment of a Disputed Rent Increase by Filing a Complaint for Possession of his Apartment

On April 27, 2016, Equity filed a complaint against Gural in D.C. Superior Court for possession of his apartment, alleging that he had underpaid his April rent by \$297 and that he owed an additional \$44.55 in late fees for a total underpayment of \$341.55 for the month. (Exhibit 112, Verified Complaint for Possession of Real Property.) Housing Provider, through this action against Gural, violated D.C. Code § 42-3505.02(a) by, among other things, seeking, in a proceeding not otherwise permitted by law, to recover possession of Gural's rental unit, attempting to terminate Gural's tenancy without cause, and threatening and coercing him by ousting him from his home.

The additional \$297 in monthly rent represented the difference in rent that Equity claimed Gural was required to pay in order to reside in Van Ness South as a month-to-month statutory tenant (\$2,192; a \$362 or a 19.8% increase) versus the rent that would be charged under a written lease (\$1,895; a \$65 or a 3.4% rent increase, a typical rent for an apartment at 3003 Van Ness). Equity has provided no documentary or testimonial evidence that it had ever previously taken the extreme step of evicting a tenant for a small underpayment of the rent, for a disagreement over the legality of revoking a month-to-month statutory tenancy, or for a disagreement over the legality of a rent increase based solely on the portion of a claimed "rent charged" not actually paid by the tenant. During her testimony, Building Manager Avis DuVall could not think of any other case in which the Housing Provider had filed a complaint for possession for an amount less than \$1,000 – indeed, she struggled to think of an example of a case filed for less than \$2,000 (DuVall testimony, hearing transcript page 173).

D. Retaliatory Acts No. 4: Imposing Improper Late Fees on Petitioner and Double Billing the Petitioner for the Disputed Rent Increase

Equity imposed monthly late fees on Gural on April 6, May 6, June 6, July 6 and Aug. 6, 2016, of \$44.50, \$89.10, \$131.40, \$175.95, and \$343.80 respectively. (Exhibit 201, Ledger for Unit S-707 at 5.) Equity created the illusion that Gural was delinquent in paying his bills by double billing him, starting April 1, 2016, by adding an extra \$297 to Tenant's bill every month even as, starting in May 2016, Gural was depositing the disputed amount (\$297) into the court registry pursuant to a protective order sought and

obtained by Housing Provider.³ (Exhibit 201, Ledger for Unit S-707 at 5.) This set of retaliatory acts involves two distinct sets of acts of retaliation done on five separate occasions—improperly charging the Tenant a monthly late fee and double billing Gural for the disputed amount of rent for a total of 10 violations. (Exhibit 201, Ledger for Unit S-707 at 5.) Housing Provider, through these closely related actions against Gural, violated D.C. Code § 42-3505.02(a) by, among other things, acting to unlawfully increase Gural’s rent, harassing Tenant, violating his privacy by improperly submitting a delinquency notice to a credit reporting agency, and threatening and coercing him by damaging his reputation for financial responsibility.

Gural feared that these late fees would affect his credit record, particularly because the Housing Provider aggressively advertised on community bulletin boards that it was reporting rent payments to the TransUnion credit rating agency. (Exhibit 105, Transunion/Equity Flyer) Gural testifies that he and many other tenants viewed this as an implicit threat that Equity would attack the credit rating of tenants who refuse to pay the amount demanded of them. (Gural testimony, hearing transcript page 57 lines 14-24). For this reason, Gural emailed Avis DuVall on May 30, 2016, requesting that the late fees be removed from his account. Leasing manager Marco Cruz responded via email on June 8, 2016, refusing to remove the late fees: “Once we resolve all disputes at court and receive the correct paperwork from our attorney’s, we’ll start making all the proper adjustments on the account at that time, if any changes are necessary. For now, everything will stay the way it is, until we come to a final resolution.” (Exhibit 113)

These improper late fees continued for six additional months after Gural filed this petition on Aug. 30, 2016, with late fees charged to Gural Sept. 6, Oct. 6, Nov. 6, Dec. 6, 2016, and Jan. 6, 2017, of \$328.80, \$309.60, \$328.80, \$328.80, and \$109.60 respectively. (Exhibit 201, Ledger for Unit S-707 at 5-6.)

Gural complained again about the late fees in an email to DuVall on Oct. 22, 2016. On Oct. 26, 2016, the Housing Provider posted a credit of \$1,143.20 to Gural’s account for the late fees improperly imposed during the period between April 6 through Oct. 6, 2016. However, the Housing Provider resumed

³ See *Equity Residential Management, LLC v. Gural*, 2016-LTB-10863; <https://www.dccourts.gov/cco/maincase.jsf> for a record of Gural’s registry payments.

improperly charging large late fees just 11 days later when it imposed a new late fee of \$328.80 on Nov. 6, 2016. (Exhibit 201, Ledger for Unit S-707 at 6.) Equity did not remove the improper late fees until Feb. 3, 2017, when a credit of \$986.40 was posted to Gural's account. Nevertheless, the Housing Provider continues assess new late fees to his account every month and continues to charge Gural's account every month with the disputed amount of rent (which rose from \$297 to \$341 in April 2017) even as the Tenant dutifully pays that amount into the court registry every month. (Exhibit 201, Ledger for Unit S-707 at 6.)

E. Retaliatory Act No. 5: Falsely Claiming to Have Served a Motion to Vacate a *Drayton* a Stay on Petitioner

On Aug. 23, 2016, Equity's attorney falsely claimed to have personally served a notice of a motion to vacate Petitioner's *Drayton* stay in the Landlord and Tenant Branch of D.C. Superior Court,⁴ almost causing Gural to lose the temporary protections against eviction provided by the stay by delaying provision of notice of the motion (and the associated Sept. 1, 2016, hearing) to Gural by four full days.⁵ Housing Provider, through this action against Gural, violated D.C. Code § 42-3505.02(a) by, among other things, seeking, in a proceeding not otherwise permitted by law, to recover possession of Gural's rental unit, attempting to terminate Gural's tenancy without cause, and threatening and coercing him by ousting him from his home and damaging his reputation.

The Superior Court Rules of Civil Procedure provide six methods for serving a motion on a party who is not represented by counsel. D.C. Sup. Ct. Rule 5(b)(2). Those methods include: "handing it to the person" and five other methods, including leaving the motion at the person's usual abode with "someone of suitable age and discretion who resides there." These service rules apply to proceedings in the Landlord and Tenant Branch if the moving party is represented by counsel. Superior Court Rules – Landlord and Tenant ("SCR-LT") 13(b)(3)(A). In this case, Respondent elected the "handing it to the person" option for service, claiming to have served the motion to vacate Petitioner's *Drayton* stay by "hand delivery" on Petitioner on Aug. 23, 2016, at his apartment. (Exhibit 207 (certificate of service (dated Aug. 23, 2016).)

⁴ A *Drayton* stay requires the stay of an eviction proceeding when the tenant challenges the legality of a rent increase before the District agency with primary jurisdiction (e.g., the tenant files a tenant petition with the Rent Administrator as Gural did in this case). *Drayton v. Poretsky Mgmt. Inc.*, 462 A.2d 115 (D.C. 1983).

⁵ *Equity Residential Management, LLC v. Gural*, 2016-LTB-10863

In fact, the certificate of service was false as Petitioner was out of town and did not receive the motion until Aug. 27, 2016, when he returned to the District of Columbia from Boston, leaving him, a *pro se* litigant, only four days to prepare for a Sept. 1, 2016, hearing instead of the nine days that would have been available if service had been proper. (Exhibit 107, Gural's airline boarding pass and rail ticket). In so doing, Equity attempted to obtain a court order lifting Gural's *Drayton* stay without his knowledge, which likely would have forced him to lose his case in Landlord and Tenant court and thus face eviction. (Gural testimony, hearing transcript from page 61 line 21 to page 63 line 29).

IV. PETITIONER'S ESTABLISHMENT OF A REBUTTABLE PRESUMPTION OF RETALIATION AND RESPONDENT'S FAILURE TO REBUT THE PRESUMPTION OF RETALIATION

Petitioner has established a rebuttable presumption of retaliation regarding Equity's five major retaliatory actions, as is demonstrated *infra*, triggering the Respondent's obligation to prove by "clear and convincing evidence" (the probability that Respondent's claimed facts are likely true with a degree of certainty in the 70-75% range) that its acts against Tenant were taken for *bona fide*, non-retaliatory reasons.

A. Retaliatory Act No. 1: Requiring Petitioner to Sign a Written Lease in Contravention of his Month-to-month Statutory Tenancy (March 2016)

1. Petitioner's protected activities in the preceding 6 months (Oct. 1, 2015, to March 31, 2016)

Petitioner engaged in protected activities in three different areas in the Oct. 1, 2015, to March 31, 2016, period during which the rebuttable presumption established by D.C. Code § 42-3502.02(b) attached in connection with the Respondent's demand that Petitioner sign a written lease in contravention of his month-to-month statutory tenancy.

First, Petitioner contacted District officials regarding existing or suspected violations of the District's housing regulations at Van Ness South with regard to the building's elevators, activating the rebuttable presumption under D.C. Code § 42-3505.02(b)(2) (Exhibit 100, Affidavit of Harry Gural).

Second, as president of the tenant association, Petitioner was actively involved in its lawful activities on almost a daily basis during the six-month statutory window, triggering the rebuttable presumption under D.C. Code § 42-3505.02(b)(4). Among other things, Gural intervened on behalf of individual members of the VNSTA with Equity in an effort to help them secure the statutory limits on annual rent increases of 2% plus the CPI and to end the practice of concession leases. He also worked other major problems, including

an exposed wire in the building's electrical system that caused a dog to be killed by electrocution and two people to be shocked in the building's patio area. (Gural testimony, hearing transcript pages 21 through 23, page 36 lines 8-20, and page 42 line 31 through page 43 line 10. Also, Shawn Janzen testimony, hearing transcript pages 81 line 18 through page 84 line 10).

Third, Petitioner attempted to enforce his tenant rights under his lease, which were established in April 2015 when he entered into an implied month-to-month lease, activating the rebuttable presumption under D.C. Code § 42-3505.02(b)(5). *See also* D.C. Code § 42-3505.01(a) (a tenant may only be evicted for specific statutory reasons once his or her lease expires if he or she continues to pay the rent).

2. Respondent's failure to rebut presumption of retaliation with regard to retaliatory act No. 1

Respondent failed to satisfy its burden of proof under the clear and convincing standard of evidence to rebut the presumption of retaliation with regard to retaliatory act No. 1, making no effort to rebut Petitioner's claim that he was protected by the provisions of District law that establish a month-to-month statutory tenancy for tenants whose initial written lease has expired and who continue to pay the rent to which the housing provider was entitled. Respondent's primary defense is that it attempted to require that Gural sign written lease after an "audit" showed that Gural was a month-to-month tenant. However, Equity undercut the credibility of this claim by failing to produce documentary evidence of the audit and not being able to describe the audit or its circumstances (DuVall testimony, hearing transcript page 162, lines 1-5).

Respondent further undermined its defense by admitting that its official policies now allow for unwritten concession leases like Gural's implied lease that was in effect from March 1, 2015, through March 31, 2016 (DuVall testimony, hearing transcript page 123 lines 11-12). In addition, Equity was unable to specify when this policy went into effect, failing to show that that policy was not already in effect in April 2016 when it launched the eviction proceeding against Gural. Avis DuVall states that "I don't want to guess but it is our policy now. But I don't want to guess when it started. I mean, I know that it has been for at least six months." (DuVall testimony, hearing transcript page 123 lines 13-15) Equity also failed to produce documentary evidence of the policy, providing additional support for the un rebutted implication that Equity required Gural to sign a written lease in March 2016 in contravention of his established statutory tenancy in retaliation for his various protected activities listed *supra*, especially his activities as president of the tenant association for his building.

B. Retaliatory Act No. 2: Failing to Provide Petitioner with the 30-day Notice to Correct or Vacate Required by the D.C. Code (April 6, 2016)

1. Petitioner's protected activities in the preceding six months (Oct. 7, 2015, to April 6, 2016)

Petitioner engaged in many protected activities in three different areas in the Oct. 7, 2015, to April 6, 2016, period during which the rebuttable presumption attached in connection with the Respondent's failure to provide Petitioner with the 30-day notice to correct or vacate required by the D.C. Code on or about April 6, 2016. *See* § III.B.2, *supra*, for a more detailed discussion of Housing Provider's denial of Gural's statutory right to a notice to correct and vacate.

The Petitioner's protected activities in the Oct. 7, 2015, to April 6, 2016, period are identical to those specified *supra* in § IV.A.1, which are incorporated by reference. In addition, Petitioner engaged in several other protected activities during the first week of April 2016 relating to Petitioner's involvement in the lawful activities of the VNSTA (D.C. Code § 42-3505.02(b)(4)) and his right to enforce his tenant rights under his unwritten lease with the Housing Provider (D.C. Code § 42-3505.02(b)(5)).

As the president of the VNSTA, Petitioner was actively involved in the lawful activities of the tenant organization in several areas in the first week of April 2016. (Exhibit 204, Gural's April 1, 2016 email to DuVall about the illegality of Equity's rent increase, and his April 5, 2016, email to DuVall an upcoming tenants association meeting); (Gural testimony, hearing transcript page 42 lines 3-11).

As the party to an unwritten lease, Petitioner attempted to enforce his tenant rights associated with an implied month-to-month tenancy and its statutory protections in the first week of April 2016, triggering the rebuttable presumption under D.C. Code § 42-3505.02(b)(5). (Exhibit 204, Gural's April 1, 2016 email to DuVall about the illegality of Equity's rent increase).

2. Respondent's failure to rebut presumption of retaliation with regard to retaliatory act No. 2

Respondent failed to satisfy its burden of proof under the clear and convincing standard of evidence to rebut the presumption of retaliation with regard to retaliatory act No. 2, providing no evidence to support or justify its failure to provide Gural with the notice to correct or vacate required by D.C. Code §§ 42-3502.01(a), (b) for statutory tenants other than the complaint for possession. (Exhibit 112, Verified Complaint for Possession of Real Property.) That complaint included a check mark in ¶ 3 referring to a waiver-of-notice provision included in Gural's expired lease. *Id.* That complaint, with its reference to an expired lease, does not, in and of itself, establish with a degree of certainty in the 70-75% range, as is

required by the clear and convincing evidentiary standard, that Equity took the legal steps necessary required by the D.C. Code to terminate Gural's month-to-month statutory tenancy established and recognized by Equity in the April 1, 2015, through March 31, 2016, period by its course of dealing with Gural, including its acceptance of his monthly payments of rent throughout that period.

C. Retaliatory Act No. 3: Attempting to Evict Petitioner for Nonpayment of a Disputed Rent Increase by Filing a Complaint for Possession of his Apartment (April 27, 2016)

1. Petitioner's protected activities in the six-month window (Oct. 28, 2015, to April 27, 2016)

Petitioner engaged in many protected activities in three different areas in the Oct. 28, 2015, to April 27, 2016, period during which the rebuttable presumption applied in connection with the Respondent's attempt to evict Petitioner for nonpayment of a disputed rent increase by filing a complaint for possession of his apartment. The Petitioner's protected activities in the Oct. 28, 2015, to April 27, 2016, period are identical to those specified *supra* in §§ IV.A.1 and .2, which are incorporated by reference.

2. Respondent's failure to rebut presumption of retaliation with regard to retaliatory act No. 3

Respondent failed to satisfy its burden of proof under the clear and convincing standard of evidence to rebut the presumption of retaliation with regard to retaliatory act No. 3, failing to cite any other instance in which it has evicted a tenant for partial nonpayment of rent or to produce any other evidence of a policy requiring immediate eviction in the case of *bona fide* disputes over the lawfulness of a small portion of a tenant's rent (DuVall testimony, hearing transcript page 173). Even more important, Equity admitted under oath that it moved to evict Gural based in large part on personal animus toward Petitioner and, by implication, a desire to punish him for challenging the lawfulness of Equity's rent concession regime. According to Equity, the idea to "sue [Gural for eviction] was [Gurals]"; DuVall made the decision to sue Gural "after you [Gural] suggested it." (DuVall testimony, hearing transcript page 171, lines 8-9).

D. Retaliatory Acts No. 4: Imposing Improper Late Fees on Petitioner (April 6, May 6, June 6, July 6 and Aug. 6, 2016) and Double Billing Petitioner for the Disputed Rent Increase (April 1, May 1, June 1, July 1 and Aug. 1, 2016)

1. Petitioner's protected activities in the preceding six months (Oct. 2, 2015, to Aug. 6, 2016)

Petitioner engaged in many protected activities in four different areas in the Oct. 2, 2015, to Aug. 6, 2016, period during which the rebuttable presumption attached in connection with the Respondent's imposition of improper late fees and double billing the Petitioner for the disputed rent increase.

The Petitioner’s protected activities in the Oct. 2, 2015, to Aug. 6, 2016, period are identical to those specified *supra* in §§ IV.A.1 and .2, which are incorporated by reference. In addition, Petitioner filed a tenant petition within the relevant time period (triggering the rebuttable presumption under D.C. Code § 42-3505.02(b)(6) for bringing a “legal action” against a housing provider) and engaged in several additional protected activities during the April 7 to Aug. 6, 2016, period relating to Petitioner’s involvement in the lawful activities of the VNSTA (D.C. Code § 42-3505.02(b)(4)) and his right to enforce his tenant rights under his unwritten lease with the Housing Provider (D.C. Code § 42-3505.02(b)(5)).

As the president of the VNSTA, Petitioner was actively involved in the lawful activities of the tenant organization in several areas during the April 7 to Aug. 6, 2016, period.⁶ In addition, as the party to an unwritten lease, Petitioner continued his attempt to enforce his tenant rights in an implied month-to-month tenancy and its associated statutory protection during the April 7 to Aug. 6, 2016, period.⁷

Finally, Petitioner engaged in a fourth area of protected activity by bringing a “legal action” against a housing provider within the relevant time frame, thereby triggering the rebuttable presumption under D.C. Code § 42-3505.02(b)(6). Specifically, Petitioner filed TP 30,818 on May 12, 2016, alleging violations of the District’s rent control rules, focusing in particular on the rent concession issue. OAH dismissed this petition on July 28, 2016, at the request of Gural without prejudice.⁸

⁶ Exhibit 202, Jesse Jennell’s May 16, 2016 email on behalf of Equity to Gural asking whether he had shared three pro-Equity OAH rulings with the VNSTA, expressing Equity’s interest in making sure that the “tenants are not being misled (sic).”

See also extensive Gural testimony on protected actions between April 7 and Aug. 6 on hearing transcript pages 39 through 43. He summarizes a range of emails exchanged in that period: a June 19 email to Avis DuVall regarding problems with the gym renovation, a June 19 email to Jesse Jennell and Avis DuVall about rent for Charlie and Amelia Finch, a June 19 email to Andrew Giambrone of the *City Paper* updating him on the “concessions” issue, a June 20th email to Joel Cohn of the Office of the Tenant Advocate about rent concessions, a May 20 email to Avis DuVall regarding pool passes, a May 13 email to Jesse Jennell regarding Charlie and Amelia Finch, a May 18 email to Equity management on the Finch cases that is cc’ed to members of the City Council, a May 23 email to Councilmember Mary Cheh thanking her for her work on “concessions,” as well as other emails on other related topics.

⁷ Exhibit 203, email exchange between Harry Gural and Avis DuVall regarding tenant’s rent. See also Gural’s oral testimony, in which he cites meetings with the Office of the Attorney General on June 6 and June 27, as well as multiple email exchanges with staff of the OAG during that period. See hearing transcript page 30, lines 14-28)

⁸ Gural refiled this petition on Aug. 30, 2016, alleging multiple violations of the Rental Housing Act, including illegal rent increases, the filing of incorrect rent increase forms with the Rental Accommodations Division, retaliation by the Housing Provider against the Tenant, and the Housing Provider’s failure to provide the tenant with the 30-day notice to correct or vacate required by District law for statutory tenants. See Tenant Petition 30,855.

2. Respondent’s failure to rebut presumption of retaliation with regard to retaliatory act No. 4

Respondent failed to satisfy its burden of proof under the clear and convincing standard of evidence to rebut the presumption of retaliation with regard to retaliatory acts No. 4, refusing to remove the improper late fees it charged Gural or end the double charges every month for the \$297 rental charge at issue in this case and directly connecting the refusal to remove the improper late fees to Gural’s assertion of his tenant rights. (Exhibit 113, Marco Cruz’ June 6, 2016, email to Gural on behalf of Equity) (“*Once we resolve all disputes at court and receive the correct paperwork from our attorney’s (sic), we’ll start making all the proper adjustments on the account at that time, if any changes are necessary*” (emphasis supplied)).) Several months later on Oct. 26, 2016, Equity provided a credit for the accumulated improper late fees but immediately resumed imposing late fees on Nov. 6, 2016. (Exhibit 201, Ledger for Unit S-707 at 6.) Equity’s sole justification for the improper late fees (and presumably for double billing Gural for the \$297 monthly payment in dispute) was that its electronic “system” automatically generated them but it discredited that defense by also admitting that it adjusted Gural’s account by hand on several occasions. (Avis DuVall testimony, hearing transcript page 127 lines 18-27). (“We can’t stop the late fees. The late fees are automatically generated.”; (Avis DuVall testimony, hearing transcript page 141 lines 10-13). “What we have done based upon the ledger that we went over was come to the conclusion that we would go ahead and give you adjustments [for the late fees], and so that is what we did.” (Avis DuVall testimony, hearing transcript page 140 lines 22-25) *see also* (Exhibit 201, Ledger for Unit S-707 at 5-6.)

E. Retaliatory Act No. 5: Falsely Claiming to Have Served a Motion to Vacate a *Drayton* a Stay on Petitioner (Aug. 23, 2016)

1. Petitioner’s protected activities in the preceding 6 months (Feb. 24, 2016, to Aug. 23, 2016)

Petitioner engaged in many protected activities in three different areas in the period between Feb. 24 and Aug. 23, 2016, during which the rebuttable presumption attached in connection with the Respondent’s false claim of having served a motion to vacate a *Drayton* a stay on Petitioner.

First, as president of the VNSTA, Petitioner was actively involved in the lawful activities of the tenant organization on almost a daily basis during the six-month statutory window, triggering the rebuttable presumption under D.C. Code § 42-3505.02(b)(4). Among other things, Gural intervened on behalf of individual members of the tenant association with Equity management in an attempt to limit annual rent increases to the statutory cap of 2% plus the CPI and to end the practice of concession leases. In addition,

he worked on resolution of a wide range of problems regarding building conditions, including major problems with the building's electrical system that caused a dog to be killed by electrocution and to injure two people in the building's courtyard.⁹

Second, as the party to an unwritten lease, Petitioner continued his attempt to enforce his tenant rights as a party to an implied month-to-month lease and its associated statutory protection during the Feb. 24, 2016, to Aug. 23, 2016, period.¹⁰

Third, Petitioner brought a "legal action" against the Housing Provider within the relevant period, thereby triggering the rebuttable presumption under D.C. Code § 42-3505.02(b)(6). Specifically, Petitioner filed TP 30,818 on May 12, 2016, alleging violations of the District's rent control rules. Tenant's actions regarding this tenant petition are described in more detail, *supra* in § IV.B.4., and are incorporated by reference and will not be repeated for reasons of efficiency.

2. Respondent's failure to rebut presumption of retaliation with regard to retaliatory act No. 5

Respondent failed to satisfy its burden of proof under the clear and convincing standard of evidence to rebut the presumption of retaliation with regard to retaliatory act No. 5, failing to provide any evidence whatsoever to justify or explain its violation of basic service rules by falsely claiming to have served Gural by hand delivery at his apartment on Aug. 23, 2016, at a time when he was not in the District of Columbia. In doing so, Equity acted to deprive Gural of the basic right to be notified that his property interest as a leaseholder under District law was about to be effectively terminated by removing the protections of the *Drayton* stay against eviction.

⁹ See Gural testimony for a summary of emails demonstrating his activities during the protected period, for example, emails to Avis DuVall regarding safety issues following the electrocution of a dog (hearing transcript page 42 line 31 through page 43 line 10), an April 1, 2016 email to DuVall regarding Gural's rent increase (page 42 lines 10-11), etc. Such activity is covered extensively on hearing transcript pages 39 through 43.

¹⁰ See Exhibit 203, emails between Harry Gural and Avis DuVall. See also Gural testimony in hearing transcript, in which protected actions are discussed extensively on pages 39 through 43. See also Avis DuVall testimony, hearing transcript pages 160 and 161.

V. RELIEF REQUESTED

Based on the willful nature of Equity's violations and its failure to present any real defense to most of Petition's retaliation claims, Petitioner respectfully requests that this administrative court levy the maximum civil fine possible on Equity pursuant to D.C. Code § 42-3509.01(b) for each of Equity's 14 violations for a total of \$70,000 in fines. Those violations arise from multiple acts of retaliation against Gural (four single acts of retaliation (retaliatory acts nos. 1, 2, 3 and 5) and a fifth set of acts of retaliation consisting of 10 violations (retaliatory act No. 4)) for his attempt to exercise various rights conferred on him by the Rental Housing Act, especially his right to participate in the lawful activities of the tenant association.

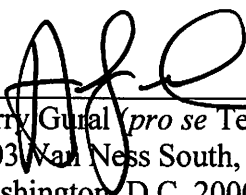
With its large size and access to a wide array of legal resources, it goes without saying that Equity was fully aware of its basic obligation under District law not to retaliate against tenants, especially against the president of a tenant association for one of its buildings during a period in which that tenant association was seeking resolution of the lawfulness of rent concessions and various building problems associated with compliance with District housing regulations and basic safety matters. In presenting its defense to this administrative court, Equity made no claim that it was ignorant of the existence of the District's laws against retaliation and, if it had done so, it would have been acting in reckless disregard of one of the District's most basic tenant protections.

VI. CONCLUSION

For the foregoing reasons, Petitioner's retaliation petition should be approved in full and his request for relief should granted as described, *supra*.

Respectfully submitted,

July 29, 2017



Harry Gural (*pro se* Tenant/Petitioner)
3003 Van Ness South, Apt. S-707
Washington, D.C. 20008

**DISTRICT OF COLUMBIA
OFFICE OF ADMINISTRATIVE HEARINGS**

HARRY GURAL
Tenant/Petitioner,

v.

EQUITY RESIDENTIAL MANAGEMENT
and SMITH PROPERTY HOLDINGS
VAN NESS, L.P.,
Housing Provider/Respondent.

Case No.: 2016-DHCD-TP 30,818

In re: 3003 Van Ness Street, N.W.
Unit S-707

FINDINGS OF FACT

1. Harry Gural is the president of the tenant association representing the residents of the Equity Residential property at 3003 Van Ness Street.
2. Gural actively works with building management and city officials to address rental housing violations. Twenty members of the Van Ness South Tenants Association cite his work on rent increases, security breaches, zoning violations, air conditioning problems, fire alarm failures, elevator outages, construction dust, the electrocution of a dog and other issues. They specifically mention his role as main contact with city officials including the Department of Consumer and Regulatory Affairs (DCRA), the Office of the Tenant Advocate (OTA) and the City Council (Exhibit 101).
3. Gural participated in four of six activities that receive heightened protection against retaliation under the Rental Housing Act. There is clear evidence that he took part in these activities within the six month period before the alleged acts of retaliation and in the subsequent three months before he filed his tenant petition (October 2015 to August 2016). Specifically:
 - a. Gural made oral and written requests to the housing provider to make repairs that are necessary to bring the housing accommodation compliance with the housing regulations (§42-3509.02(b)(1)). Respondent's witness Avis DuVall testifies that Gural was her primary liaison with the tenant association regarding community maintenance requests (hearing transcript page 120). Gural's affidavit and testimony confirm this (Exhibit 110, hearing transcript page 39 line 30 through 43 line 32).
 - b. Gural frequently contacted appropriate officials of the District government regarding violations of housing regulations (§42-3509.02(b)(2)). He testifies that, for example, within the protected period he was in contact with officials at the DCRA regarding

- dangerous conditions that had led to the electrocution of a dog. (Exhibit 110 and hearing transcript pages 21 through 23, page 36 lines 8-20, and page 42 line 31 through page 43 line 10). Witness Shawn Janzen confirms that Gural was heavily involved during the protected period in efforts to repair the faulty electrical system following the dog's electrocution (hearing transcript pages 81 line 18 through page 84 line 10).
- c. Gural served as the president of the Van Ness South Tenant Association throughout the protected period (§42–3509.02(b)(4)). Building Manager Avis Duvall confirms that she dealt with Mr. Gural as president of the tenants association in the period between October 2015 and August 2016 (hearing transcript page 133, lines 5-9).
 - d. Gural has taken many actions to secure and enforce his tenant's rights and those of other tenants throughout the protected period (§42–3509.02(b)(5)). This is evidenced in Respondent's Exhibits 202, 203 and 204, by the testimony of Building Manager Avis DuVall (hearing transcript pages 120 to 124) and the testimony of witness Gabe Fineman (hearing transcript page 95).
4. The Housing Provider required Gural to sign a written lease in March of 2016 in spite of the fact that he had established a month-to-month tenancy on April 1, 2016 (Respondent Exhibit 203).
 5. On March 23, 2016 Gural paid the full rent including parking (\$1,995) without the additional \$297 per month rent increase demanded by the Housing Provider. The Housing Provider deposited Gural's check on that date and did not return the check to him claiming that the full amount had not been paid (Exhibit 201).
 6. The Housing Provider did not give Gural a 30-day notice to correct or vacate in April 2016 as required by District law before commencing to an eviction hearing.
 7. The Housing Provider attempted to evict Gural for nonpayment of a disputed rent increase by filing a complaint for possession of his apartment on April 27, 2016 in the Landlord and Tenant Branch of D.C. Superior Court (Exhibit 112).
 8. Under cross examination, the Housing Provider's Building Manager Avis DuVall could not think of any other case in which the Housing Provider had filed a complaint for possession for an amount less than \$1,000 (hearing transcript page 173).
 9. The Housing Provider imposed improper late fees on Gural from April 6, 2016, through August 6, 2016, and double billed him for the disputed rent increase (once by billing him for the disputed increase and a second time by requiring payment of the disputed rent increase to Superior Court via the registry through a protective order) from April 1, 2016, through August 1, 2016 (Exhibit 201).
 10. The Tenant attempted to get the Housing Provider to stop assessing late fees on his account via emails sent to Avis DuVall and Marco Cruz on May 19, 2016 and to Avis DuVall on May 30, 2016. Marco Cruz refused to remove the late fees in an email to Gural on June 8, 2016 (Exhibit 113).

11. After the June 8 email from Cruz refusing to remove the late fees, Equity assessed Gural another late fee of \$343.80 on August 8, 2016 (Exhibit 201).
12. Gural received warning from MyIDCare on September 3, 2016 that his credit rating had been downgraded by TransUnion because of a “30 Days Past Due” claim by Equity Residential. Tenant reported Equity Residential to TransUnion, which subsequently removed Equity’s damaging claim from his file. (Exhibit 104)
13. The Housing Provider assessed additional late fees on Mr. Gural’s account on September 6 and October 6, 2016. Gural complained to the Housing Provider about new late fees in emails of October 16, 18 and 22 (Exhibit 113). The Housing Provider refunded accrued late fees of 1,423.20, then assessed new late fees on November 6 and December 6, 2016, and then later on January 6, February 6, March 6, April 6 and May 6, 2017 (Exhibit 201).
14. The Housing Provider has provided no evidence that it has attempted to stop assessing improper late fees on his account.
15. The Housing Provider improperly served Gural notice of a hearing that it had scheduled without consulting him. Its attorney certified that the motion had been delivered to Gural on August 23rd (Exhibit 106). However, Gural did not return to Washington until the evening of Saturday, August 27 as evidenced by plane and train tickets (Exhibit 107). These facts are not disputed by the Housing Provider.

**DISTRICT OF COLUMBIA
OFFICE OF ADMINISTRATIVE HEARINGS**

<p>HARRY GURAL Tenant/Petitioner,</p> <p style="text-align:center">v.</p> <p>EQUITY RESIDENTIAL MANAGEMENT and SMITH PROPERTY HOLDINGS LP</p> <p style="text-align:center">Housing Provider/Respondent.</p>	<p>Case No.: 2016 DHCD TP 30,855</p> <p>In re: 3003 Van Ness Street, N.W. Unit S-707</p>
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CONCLUSIONS OF LAW

- (a) The Rental Housing Act includes broad protections for tenants exercising their rights under the law (D.C. Code § 42-3505.02(a)):

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.

- (b) The further states that if the tenant takes certain protected actions during the six months before an alleged act of retaliation, the burden of the proof shifts to the housing provider who must show convincing evidence that the claims are false:

“In determining whether an action taken by a housing provider against a tenant is retaliatory action, the trier of fact shall presume retaliatory action has been taken, and shall enter judgment in the tenant’s favor unless the housing provider comes forward with clear and convincing evidence to rebut this presumption, if within the 6 months preceding the housing provider’s action, the tenant:”

- (c) The Act defines six protected actions. The Tenant asserts that he has participated in four of the six protected actions. In its defense, the Respondent/Housing Provider does not provide any evidence that the Tenant did not take these actions. The covered actions listed in D.C. Code § 42-3505.02(b) are:

- (1) *“Has made a witnessed oral or written request to the housing provider to make repairs which are necessary to bring the housing accommodation or the rental unit into compliance with the housing regulations;”*
 - (2) *“Contacted appropriate officials of the District government, either orally in the presence of a witness or in writing, concerning existing violations of the housing regulations in the rental unit the tenant occupies or pertaining to the housing accommodation in which the rental unit is located, or reported to the officials suspected violations which, if confirmed, would render the rental unit or housing accommodation in noncompliance with the housing regulations;”*
 - (3) *“Legally withheld all or part of the tenant’s rent after having given a reasonable notice to the housing provider, either orally in the presence of a witness or in writing, of a violation of the housing regulations;”*
 - (4) *“Organized, been a member of, or been involved in any lawful activities pertaining to a tenant organization.”*
 - (5) *“Made an effort to secure or enforce any of the tenant’s rights under the tenant’s lease or contract with the housing provider; or”*
 - (6) *“Brought legal action against the housing provider.”*
- (d) Some previously have interpreted the language in D.C. Code § 42-3505.02(a) to mean that an act cannot be retaliatory if it is not illegal. (*Wahl v. Watkis*, 491 A.2d 477 (D.C.1985)) However, this is clearly not the intent of the language, which defines retaliation to include actions that not only do harm to an individual but which threaten to do harm.
- (e) The D.C. Court of Appeals clarified the reach of the rebuttable presumption of retaliation established by § 42-3505.02(b) in *DeSzunyogh v. William C. Smith & Co.*, 604 A.2d 1 (D.C. 1992), ruling that the rebuttable presumption of retaliation applies even in cases where the housing provider’s actions against the tenant were legal and overruling earlier case law that limited the application of the rebuttable presumption to cases where the housing provider had also acted illegally (*Wahl v. Watkis*, 491 A.2d 477 (D.C.1985)). Specifically, the ruling in *DeSzunyogh v. William C. Smith & Co* states:
- “To clarify for the trial court and for future litigants, we now state that if a tenant alleges acts which fall under the retaliatory eviction statute, D.C. Code § 45-2552, the statute applies, and the landlord is presumed to have taken ‘an action not otherwise permitted by law’ unless it can meet its burden under the statute.”*
- (f) For this reasons, if the Tenant can show that he took any of the protected actions during the 6 month period triggering a rebuttable presumption of retaliation, the Housing Provider/Respondent must provide clear and compelling evidence that the retaliation did not take place. Furthermore, it cannot claim that its actions were not retaliation because they were not illegal. The D.C. Court of Appeals made it clear in *DeSzunyogh v. William C. Smith & Co* that an act does not have to be illegal to be retaliatory.

EMAIL TESTIMONY FROM 3003 VAN NESS TENANTS ABOUT HARRY GURAL'S ADVOCACY WORK

From: **REDACTED**
Date: Wed, May 17, 2017 at 12:44 PM
Subject: Helpful advocate for tenants
To: "harrygural@gmail.com" <harrygural@gmail.com>

Harry's research and sharing of information has been very helpful in regards to Equity's use of rent "concessions" to unfairly treat tenants. I wish I had read his information before Equity coerced me into signing another lease, even though I should have been able to go month to month (and subsequently had to pay a bundle of money for breaking this coerced lease).

His role in helping tenants have access to knowledge to help combat the way Equity games the system is invaluable.

Signed,

A former Equity resident who will not disclose their name for fear of retaliation.

From: **David Wilson** **EMAIL ADDRESS REDACTED**
Date: Wed, May 17, 2017 at 1:10 PM
Subject: Retaliation
To: Harry Gural <harrygural@gmail.com>

Harry,

To the Presiding Administrative Law Judge:

I have been a tenant at 3003 Van Ness Street (previously known as Van Ness South) for almost 15 years. During this entire period, I have been a member of the Van Ness South Tenants' Association, serving on its Board in 2005 and otherwise actively participating in its affairs.

I am extremely concerned that our housing provider is trying to decapitate our tenant organization by evicting our president, Harry Gural.

Mr. Gural has worked tirelessly on behalf of the tenants in our building during the past several years that he has served as president of VNSTA. In particular, he immediately informed the members of the association and all other tenants as soon as he became aware of the abusive use of "rent concessions" by our landlord, Equity Residential. Equity was clearly using this contrivance to circumvent the intent of the District of Columbia Council when it enacted amendments to the Rental Housing Act eliminating rent ceilings in order to stop abuses of the Rent Stabilization Program. Unfortunately, these abuses are now continuing in a new configuration.

EMAIL TESTIMONY FROM 3003 VAN NESS TENANTS ABOUT HARRY GURAL'S ADVOCACY WORK

Mr. Gural also brought this problem to the attention of the Office of Tenant Advocate, numerous Council Members and their staffs, and the Office of the Attorney General, among others. His efforts on behalf of all tenants began well before he became personally involved by receiving a notice of eviction. I share the conviction of all VNSTA members that Equity is blatantly retaliating against Mr. Gural for his strenuous efforts to protect the interests of all tenants in our building. I sincerely urge you not to allow our tenant association to be silenced and rendered leaderless by the removal of Mr. Gural from our building.

Respectfully submitted,

David G Wilson
Apt. S1006, 3003 Van Ness Street, NW

From: **Amelia Finch** **EMAIL ADDRESS REDACTED**
Date: Wed, May 17, 2017 at 9:44 AM
Subject: Assistance with Rent Negotiations
To: Harry Gural <harrygural@gmail.com>

To whom it may concern:

Harry has been generous with his time and professional knowledge in assisting myself and numerous other tenants in negotiations with apartment management at 3003 Van Ness. Harry worked tirelessly and without compensation on a variety of projects that advocated for tenants rights at 3003 Van Ness. In my personal experience, the one that had the most impact for me, was his assistance in rent and lease negotiations with the Equity management company. Equity is set on manipulation of the current rent control laws that leave renters in a dangerously vulnerable position. Harry worked with me to explain my rights to me and warned me of certain scare tactics that Equity may use to try to force me into forfeiting my tenants rights. He did this over numerous occasions by email, in person one-on-one, and in group settings. Harry continued this assistance over several years, each time Equity tried to strong me into giving up my tenants rights.

Harry assisted myself and many others as the President of the Van Ness Tenants association and I know without his help my outcomes would not have been as positive.

Amelia Finch

EMAIL TESTIMONY FROM 3003 VAN NESS TENANTS ABOUT HARRY GURAL'S ADVOCACY WORK

From: **Adelstein, Shirley (SMD 3F02)** <3F02@anc.dc.gov>
Date: Wed, May 17, 2017 at 9:20 AM
Subject: Thank you
To: Harry Gural <harrygural@gmail.com>

Dear Harry,

I would like to thank you for all your hard work in support of tenants at 3003 Van Ness and elsewhere. I have heard from numerous residents that you have guided them through housing challenges, including difficulties with so-called "concessions" that threaten tenants' abilities to stay in their homes. You have been a tireless advocate and dedicated neighbor. For that, our community is very grateful.

Sincerely,

Shirley Adelstein
ANC Commissioner, SMD 3F02

From: **Benjamin Serinsky** **EMAIL ADDRESS REDACTED**
Date: Tue, May 16, 2017 at 8:52 PM
Subject: What Harry has done for me
To: Harry Gural <harrygural@gmail.com>

Harry is the rock of the 3003 Van Ness community. He not only provides trust in the community, but he also provides the sense of having a community, something that management is not fond of.

When management was trying to take advantage of my rent increase, I contacted Harry for help and guidance. He not only met with me and gave me advice, but he also followed up and asked how things were going. He's invested in the well being of everyone in the community.

When I was in mediation with Avis and Jesse, I remember Avis being frustrated that the tenant association "all talk to eachother" on Harry's listserv. Harry wants to bring the community together, while management wants to keep it separate so they can take advantage of the tenants.

From: **Sarah Pleznac** **EMAIL ADDRESS REDACTED**
Date: Wed, May 17, 2017 at 9:03 AM
Subject: Support of Harry Gural
To: Harry Gural <harrygural@gmail.com>

I met Harry Gural in 2013 when I joined the Van Ness South Tenants Association (VNSTA). At that time he was a Board Member of the VNSTA. In early 2013 when I first met Harry, several tenants including

EMAIL TESTIMONY FROM 3003 VAN NESS TENANTS ABOUT HARRY GURAL'S ADVOCACY WORK

myself were having problems during the building's balcony renovations. The jackhammers used for the project were disruptive and unpleasant throughout the day, it was so horrific that the floor in my apartment would shake. I had allergic reactions from construction dust that would enter my apartment through the windows and ventilation system. Management would not address any of these issues. Harry Gural told me about my rights as a tenant and the resources available to me. He encouraged me and told me how to document the construction dust and the noise, so I could report it to DCRA and file a tenant petition.

Harry tried to help me negotiate with management when they attempted to increase my rent by more than \$1,200 in January 2015. Harry has organized other tenants who've experienced the same problem with management circumventing rent control laws by using rent concessions. Harry planned a VNSTA meeting where Councilmember Mary Cheh and Councilmember Anita Bonds spoke and took questions regarding the rent control problem in our building. He has brought awareness and a voice to this issue that many of our residents face. Harry has been a tremendous resource and advocate for tenants at 3003 Van Ness. He's one of the first people I call when I have a problem.

Sarah Pleznac
3003 Van Ness Street NW
Apt. W619
Washington, DC 20008

From: **Harry Herman** **EMAIL ADDRESS REDACTED**
Date: Wed, May 17, 2017 at 10:35 AM
Subject: Example of your assistance re Equity's eviction attempt
To: "harrygural@gmail.com" <harrygural@gmail.com>

Dear Mr. Gural,

I want to thank you for your assistance when Equity tried to evict me. I am a long term resident and according to my lease I must pay my rent by the 10 of the month. Equity had been harassing me and finally falsely tried to evict me. Your help was quite valuable in this matter in preparation of the attached letter which resolved the issue and their harassment.

Harry Herman Jr. PE

From: Jeff Schmidt **EMAIL ADDRESS REDACTED**
Date: Wed, May 17, 2017 at 4:52 AM
Subject: Equity's retaliation against you
To: harrygural@gmail.com

EMAIL TESTIMONY FROM 3003 VAN NESS TENANTS ABOUT HARRY GURAL'S ADVOCACY WORK

Hi Harry,

I have lived in our building since before Equity owned it, and so I have witnessed all of their behavior here.

It appears that Equity has become fed up with your persistent, public advocacy on behalf of tenants. Your long history of making well-reasoned challenges to Equity's abusive practices has made it clear to them that the only way to silence you is to harass you until you move out. Nothing else explains Equity's effort to attack you in every way that they can.

Equity certainly has not forgotten that your video documentation of their illegal pollution of the building with concrete (silica) dust caused them to be fined by the city more than once. The attached file documents one of those fines.

For the sake of all of the tenants, I hope that the court has the courage to stop Equity's retaliation against you.

Best,

Jeff

Jeff Schmidt
W406
3003 Van Ness Street NW
Washington, DC 20008
jeffschmidt@alumni.uci.edu

From: **Nicolas Fiorini** **EMAIL ADDRESS REDACTED**

Date: Mon, May 15, 2017 at 7:50 PM

Subject: Thank you Harry

To: harrygural@gmail.com

Hi Harry,

This email is to express how thankful I am for your help regarding the "concession". As you certainly recall, Equity wanted to increase my rent from \$1,695 to about \$2,500 in January. I went to you to be advised as to how I should approach them. I went to you because you warned residents about it on the tenants association website.

After your help, I was able to get a new concession from Equity bringing the new rent to \$1,813. Even if it is an effective increase of \$118 or 7%, we decided to accept it as clearly, otherwise we would have

EMAIL TESTIMONY FROM 3003 VAN NESS TENANTS ABOUT HARRY GURAL'S ADVOCACY WORK

had to move out with the price it incurs.

Next January, I truly hope that Equity will be effectively prevented to do the same, as we will not be able to pay for the same kind of increase. Thank you again for your help, and thank you for representing the tenants in this trial. For many of us, it would be very difficult or impossible to commit to a trial. We all know it requires a lot of dedication and motivation, so thank you for that too.

Best,
Nicolas Fiorini

From: **Luzelenia Casanova** **EMAIL ADDRESS REDACTED**
Date: Wed, May 17, 2017 at 10:54 AM
Subject: Equity
To: Harry Gural <harrygural@gmail.com>

To Whom It May Concern,

I'm a former tenant of Equity and had a terrible experience and Harry was very helpful. I find that these large rental corporations get away with unethical practices. Tenants at Equity should appreciate Harry's work. Justice is desperately needed and I have faith that he will this battle with Goliath.

Thank you Harry for all your help.

Luzelenia Casanova
202-848-2447

From: **Puff** **EMAIL ADDRESS REDACTED**
Date: Tue, May 16, 2017 at 10:25 PM
Subject: Thank you
To: Harry Gural <harrygural@gmail.com>

Dear Harry Gural,

I am writing to thank you for all your work and commitment to assisting residents of Van Ness South with many important issues including rent control laws and fire / building safety. We truly appreciate your looking out for us and all your efforts.

Sincerely .

EMAIL TESTIMONY FROM 3003 VAN NESS TENANTS ABOUT HARRY GURAL'S ADVOCACY WORK

Sam Straw

From: **Susan Cohen** **EMAIL ADDRESS REDACTED**

Date: Wed, May 17, 2017 at 8:14 AM

Subject: Just so you know.....

To: Harry Gural <harrygural@gmail.com>

Hi Harry,

After all you've done to help fellow tenants deal with rent concessions and other Issues, it's such a shame you're being subjected to all this nonsense now. I don't have personal experience with rent concessions, but I can attest to the other help you've provided me and other tenants at 3003 Van Ness vis a vis the following:

1. Electrical safety issues following a dog's electrocution death on our building's property and injury to his owners,
2. Security issues following a spate of robberies in the building
3. Lack of air conditioning and other building maintenance issues.
4. Problems resulting from badly behaved UDC students living in our building
5. UDC zoning violations regarding summer "conference guests" in our building

The list goes on and on, but suffice it to say you've been extremely helpful to all of us here at Van Ness and we're all very grateful.

Susan

From: **Sheri Brady** **EMAIL ADDRESS REDACTED**

Date: Tue, May 16, 2017 at 10:50 PM

Subject: Harry Gural's advocacy

To: harrygural@gmail.com

To Whom it May Concern

I am a tenant at 3003 Van Ness St and have witnessed via the tenant's association Harry's hard work and advocacy on behalf of his fellow tenants, who have been battleing unfair and seemingly illegal increases. I have been impressed with his willingness to stand up to a corporation that seems to put money befor the concerns and wellbeing of its tenants.

I think it is great that the tenants of this building have such an advocate.

Sheri Brady

EMAIL TESTIMONY FROM 3003 VAN NESS TENANTS ABOUT HARRY GURAL'S ADVOCACY WORK

From: **Katie Pettet** **EMAIL ADDRESS REDACTED**
Date: Tue, May 16, 2017 at 10:46 PM
Subject: Thank you for your help - 3003 Van Ness Tenant Association
To: Harry Gural <harrygural@gmail.com>

Dear Harry,

We would like to thank you for helping us last summer as we tried to negotiate with Equity on the issue of raising rent above the legal percent allowed by DC law. You were easy to get in touch with and provided solid guidance on how we could proceed. Thank you for writing emails to Equity management on our behalf. Sadly, we were forced to move when Equity would not offer us a reasonable rent. We greatly appreciate your help, you are a true public servant and are fighting for all of us current and former tenants.

Sincerely,
Nick & Katie Pettet

From: **isabelle daverne** **EMAIL ADDRESS REDACTED**
Date: Tue, May 16, 2017 at 8:37 PM
Subject: Many thanks
To: Harry Gural <harrygural@gmail.com>

Hello Harry,

Many thanks for your hard work as a tenant advocate in our building. This has been invaluable. You have indeed provided a great deal of information. We have been made aware of our rights, so we could fight the numerous illegalities coming from the landlord.

Regards

Isabelle, W 718

Isabelle Daverne
IDaverne77@alumni.gsb.columbia.edu
Skype: Isabelle.Daverne

From: **Dee Foscherari** **EMAIL ADDRESS REDACTED**
Date: Tue, May 16, 2017 at 8:20 PM
Subject: To Whom it May Concern
To: harrygural@gmail.com

EMAIL TESTIMONY FROM 3003 VAN NESS TENANTS ABOUT HARRY GURAL'S ADVOCACY WORK

Please be advised Mr. Harry Gural has been an outstanding President of our VNSTA Tenants Association and has chaired every meeting providing assistance to those tenants who have and are being unfairly targeted with huge concession charges by Equity Residential when their leases are up for renewal. They are discouraged from renting month to month because should they decide they would prefer to do so their monthly rents will escalate to an amount far and above what they could afford. Therefore they must accept a negotiated amount which still exceeds what they were quoted when moving in as a new tenant. Many, many tenants were forced to move because the amount designated by Equity is still excessive and not in line with DCRA rent control recommendations.

Renters here in DC are all at the mercy of the greed of landlords with very little protections they should be able to expect. Because rental properties are at a premium here in DC it is very difficult to remain here in the city.

Mr Gural has given much of his valuable time to work with tenants, Equity and our city council to resolve this terrible practice. We have lost many good neighbors because of these landlord policies.

Thank you.

Dee Foscherari

3003 Van Ness Street NW
Washington, DC
foscherari@verizon.net

From: **Mary Jane Maxwell** **EMAIL ADDRESS REDACTED**

Date: Tue, May 16, 2017 at 6:02 AM

Subject: Assistance

To: Harry Gural <harrygural@gmail.com>

To whom it may concern:

Harry Gural's assistance to the Van Ness tenet group helped me investigate rent laws in DC. I was new to DC, and I moved to 3001 Van Ness because of the price. Then my rent skyrocketed after the first year.

As a result of Harry's willingness to talk to me about rent laws, I learned that I could rent an apartment in DC without having my rent increase 20% as it did at VanNess. I moved two years later (at great expense and inconvenience), and I am so grateful for Harry's research. He was fair, professional and respectful always to me, to the tenets, and to Van Ness management in all his correspondence.

Happy now in a normal, law-abiding apartment! Thank you, Harry!

EMAIL TESTIMONY FROM 3003 VAN NESS TENANTS ABOUT HARRY GURAL'S ADVOCACY WORK

Mary Jane

Mary Jane Maxwell
2511 Q St NW, Apt 15 Washington, DC 20007

From: **Daisy Chung** **EMAIL ADDRESS REDACTED**
Date: Mon, May 15, 2017 at 10:33 PM
Subject: Help on rent increase by Equity
To: Harry Gural <harrygural@gmail.com>

Thank you for helping me understand the ways that equity has been sneaking in extra rent raise by creating a fake rent ceiling using concession for the rent. I was able to inform the leasing office about my knowledge on this matter and fought for a slightly lower rent raise last year. But still, this behavior is unacceptable in any case. Best of luck with the case !

Daisy
#604 resident of Cleveland apt

From: **Arai Monteforte** <arai.monteforte@gmail.com>
Date: Mon, May 15, 2017 at 7:36 PM
Subject: Your tenant advocacy
To: Harry Gural harrygural@gmail.com

Dear Harry,

I am very sorry to hear the troubles you are going through with Equity. I live abroad and have very little time so I hope the following --albeit very brief-- can help.

Back in 2015, Equity tried to increase my rent from from 2,119 to 3,183 at the end of my one year lease. Your support and community meetings were instrumental in my negotiation with Equity. Although not ideal, I was able to move to an apartment down the hall with a short-term lease for them not to hike up my rent. I have since moved out but have no doubt that they continue their predatory practices towards their tenants. Please keep up your good work.

Best,

Arai

Calvin Geon Hee Lee's Testimony

On or around August 1, 2015, I moved to 3003 Van Ness apartment. The rent I paid under the lease was \$2030 per month. When Van Ness apartment sent a letter on or around May 19, 2016 with the new rent, I found that Van Ness was increasing the rent 2% under the DC law and CPI for that year. I also discovered that Van Ness was increasing the rent from \$2851, not \$2030, the rent I have been paying for a year, with the new rent price as \$2908. Van Ness mentioned that \$2030 was the concession price for the year and \$2851 rent is the price that they are going to base the increase of rent. I contacted Van Ness office and they told me that if I wanted to renew my lease for another year, I will need to pay \$2851 plus 2% increase or they can renegotiate the price that is above \$2030. I searched online for this type of practice by Van Ness apartment and other apartments in DC. I found that this scam was common practice by landlords in DC. I contacted Harry Gural, the head of the Van Ness Tenants Association for help. When I met with Harry, he listened to my story. Then he explained this practice that Van Ness has been doing for years. He helped me understand the situation and helped me resolve this matter with the Van Ness.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Date: May 17, 2017

 /s/ Calvin Geon Hee Lee
Calvin Geon Hee Lee

Your Credit Score has changed

Inbox x credit card x



L.L.Bean® Visa Card <service@alerts.llbeanvisa.com> [Unsubscribe](#)

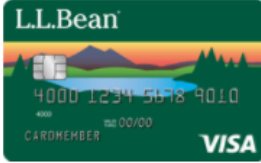
9/3/16 ☆

to me ▾

Check your L.L.Bean® Visa® Card account, [view your credit score](#).

Credit Score

Account ending in 7456



Dear Harry,

There's been a **change** in your FICO® Score, "the score lenders use"¹. To view your updated **credit** score at no cost, please visit www.llbeanvisa.com/servicing/score, log in to your **credit** card account, and select "Tools". This Alert and complimentary online **credit** score access are available to you as a L.L.Bean® Visa® Card Cardmember²

Credit Score

FICO® Score is one of the factors we use to manage your account with us, and it is based on your **credit** file at TransUnion. TransUnion and FICO – Fair Isaac Corporation – are third party providers and are not affiliated with Barclaycard. Barclaycard cannot guarantee the accuracy of the **credit** information that is provided by third parties.



Tri-Bureau Credit Report and Monitoring


Tri-Bureau Credit Monitoring monitors your credit file and alerts you if new activity like credit inquiries, delinquencies, bankruptcies, and new loans are reported by the credit bureaus to ID Experts.

Alerts ID EXPERTS

Please select an alert to view additional information.

Type	Date	Actions
<input type="checkbox"/> New Account - BROOKS BROTHERS / CBNA	10/09/2016	
<input type="checkbox"/> New Account - BROOKS BROTHERS/CBNA	09/29/2016	
<input type="checkbox"/> New Account - BRKSB/CBNA	09/27/2016	
<input type="checkbox"/> Inquiry - CITI RETAIL SERVICES	09/11/2016	
<input checked="" type="checkbox"/> 30 days past due - EQUITY/ARCHSTONE VAN NES	09/03/2016	

EQUITY/ARCHSTONE VAN NES has flagged your account as 30 days past due.



Alert Type: Potentially Negative
Found On: Sep 3, 2016

New information has appeared on your credit report. Please review the details of the alert for information that may indicate identity theft.

Additional Info

Please review the alert. If you feel you are a victim of identity theft, follow the steps below to ensure your personal information is secure.

Alert Date	9/3/2016	Status Date	1/1/0001
Source	TRANSUNION	Balance	\$0 00
Company	EQUITY/ARCHSTONE VAN NES	Balance Date	1/1/0001
Payment Status	30 DAYS PAST DUE	Address	2 NORTH RIVERSIDE PLAZA SUITE 400 CHICAGO , IL 60606-



09/30/2016

TransUnion^{tu}



MDG2013 00000316 01 65BYH2
HARRY D. GURAL
3003 VAN NESS ST NW APT S707
WASHINGTON, DC 20008-4711

TransUnion requests your feedback. Please take this brief anonymous survey and tell us how we are doing.

www.TUCares.com



Our investigation of the dispute you recently submitted is now complete. If we were able to make changes to your credit report based on information you provided, we have done so. Otherwise, we have contacted the company reporting the information you disputed, supplied them all relevant information and any documents you gave us with your dispute, and instructed them to: review all information we provide them about your dispute; verify the accuracy of the information; provide us a response to your dispute; and update their records and systems as necessary.

The results are listed below. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the requested status at the time of our investigation. If an item says, "Deleted" we have removed it from your credit report and taken steps so it does not reappear. If an item says, "Verified, no change" it means the company that reports the information to us has certified it is reported accurately. If an item says "New Information Below" you should look at the item carefully to see whether you believe it is now accurate. Sometimes the new information reflects only a change to a balance or date, because the company that reports that item to us has certified that the rest of the information is accurate.

If our investigation has not resolved your dispute, you have several options:

- You may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you.
- You may contact the company that reports the information to us and dispute it directly with them. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.
- You may provide us additional information or documents about your dispute to help us resolve it by visiting www.transunion.com/dispute and indicating you are filing a repeat dispute. You will be prompted to add additional information you feel is relevant to your dispute as well as upload supporting documentation.
- You may file a complaint about TransUnion, or the company reporting the item, with the Consumer Financial Protection Bureau or your State Attorney General's office.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last six months for any other purpose.

If interested, you may also request a more detailed description of how the investigation was conducted along with the business name, address and telephone number of the source of information.

Thank you for helping ensure the accuracy of your credit information.

For frequently asked questions about your credit report, please visit <http://transunion.com/consumerfaqs>.

Investigation Results

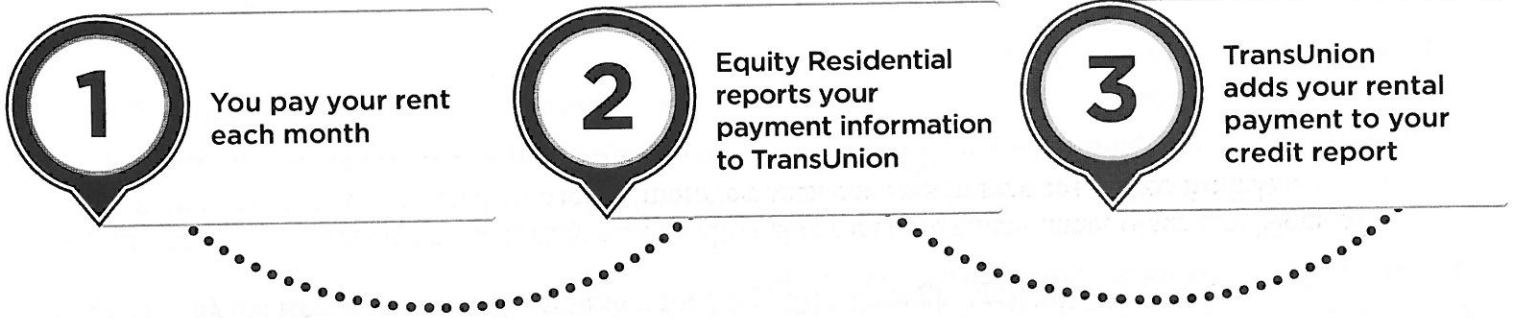
ITEM	DESCRIPTION	RESULTS
EQUITY/ARCHSTONE VAN NES	# 29819S0****	DELETED



Build your credit with Equity Residential

Equity Residential is now reporting rental payments using TransUnion ResidentCredit. It may help residents like you build and strengthen your credit.

















Here's how it works:



Here's how it looks:

TransUnion ResidentCredit will report your rent payments as an "open" tradeline on your credit report. Each month you continue to live in an Equity Residential property, your payments will be reported - giving you an opportunity to develop a payment pattern showing your monthly rent payment history.

Sample rental payment tradeline

ABC Property Management Rental Payment	Account Type: Open	Date Opened: 09/01/2012	Last Payment Made: 1/30/2014	Payment Received: \$900								
Status: Current, paid or paying as agreed												
Terms: Paid monthly												
Payment history												
2014				Jan								
2013												Jan
2012												Dec
												Nov
												Oct
												Sep

Here's what you need to do:

No further action is required on your part and there is no cost to participate. If you use a credit monitoring service, you should expect the new tradeline to generate a notification that there has been a change to your credit report.

Want more information?

Check out our FAQs at equityapartments.com/ResidentCredit or contact TransUnion at residentcredit@transunion.com

PX 105

TransUnion Resident Credit FAQs

Equity Residential will begin reporting rental payments using TransUnion ResidentCredit for all residents with leases starting on or after February 1, 2016.

Q: What impact will rental data have on my credit?

A: While scoring models vary, consumers who pay rent on-time will generally experience a neutral to positive change to their credit score. Late payments will likely see negative score movements. For those with limited credit activity, adding a lease to your credit file will allow you to obtain a score on many credit reports. ResidentCredit reporting is a way to build your credit history.

Q: How will this appear on my credit file?

A: TransUnion will structure all ResidentCredit rental lease accounts as “open” portfolio accounts. This approach captures the amounts of your last rent payment and your next payment due, and allows you to develop a payment pattern showing your monthly payment history.

Q: How long will this data appear on my credit file?

A: Under the current law, ResidentCredit accounts will continue to be included on your credit report for seven years after the lease is terminated.

Q: How do I report an error in the rental data shown in my credit file?

A: First contact the Leasing Office at your community to discuss the error with a member of the community team. You can also contact the TransUnion’s Consumer Relations team at <http://dispute.transunion.com> to discuss any error you notice.

Q: Can I opt-out of having my lease account reported to TransUnion?

A: No, residents cannot opt out. Equity Residential is reporting all lease accounts with lease dates starting on or after February 1, 2016.

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division – Landlord and Tenant Branch

EQUITY RESIDENTIAL
MANAGEMENT, LLC,

Plaintiff,

v.

HARRY GURAL,

Defendant.

Case No. 2016 LTB 10863

**Please set this matter for a Hearing on
September 1, 2016 at 10:00 a.m. in the
Courtroom B-53 (2nd Floor of Landlord
& Tenant Court building)**

**PLAINTIFF EQUITY RESIDENTIAL MANAGEMENT, LLC'S
MOTION TO VACATE THE *DRAYTON* STAY**

COMES NOW THE PLAINTIFF, EQUITY RESIDENTIAL MANAGEMENT, LLC (“Equity”), through undersigned counsel, hereby moves that the *Drayton* stay entered by the Court on May 19, 2016, be vacated. In support of its Motion, Equity states:

At the initial hearing on May 19, 2016, a *Drayton* stay and a protective order for the disputed amount of rent were entered based on Defendant Harry Gural’s filing of a tenant petition, captioned *Gural v. Smith Property Holdings Van Ness, L.P.*, 2016-DHCD-TP 30,818 (the “Tenant Petition”). As Equity was aware of the filing of the Tenant Petition, it consented to the entry of the *Drayton* stay and a status hearing date significant later in the year.

After Equity filed a Motion for Summary Judgment in the Tenant Petition, Mr. Gural filed an Opposition, as well as a Motion for Voluntary Dismissal of the Tenant Petition. Consequentially, on July 28, 2016, a Final Order was issued, dismissing the Tenant Petition. See Exhibit A, Final Order. Accordingly, as of July 28, 2016, the Tenant Petition that served as the

basis for the *Drayton* stay no longer was active and the instant Landlord and Tenant matter should proceed without further delay.

In *Drayton v. Poretsky Management, Inc.*, 462 A.2d 1115 (D.C. 1983), the Court of Appeals held that the pendency of issues within the primary jurisdiction of the Rent Administrator requires a trial court to stay a proceeding before it involving the same issues. *Drayton*, and its progeny, limited its application to tenant petitions which challenge the rent paid by the tenant. See, e.g., *Akassy v. William Penn Apartments Limited Partnership*, 891 A.2d 291, 305 n. 18 (D.C. 2006). The Court of Appeals premised its rulings on that fact that rent issues arising under the Rental Housing Act fall within the “special competence” of the Rent Administrator. *Drayton*, 462 A.2d at 1118.

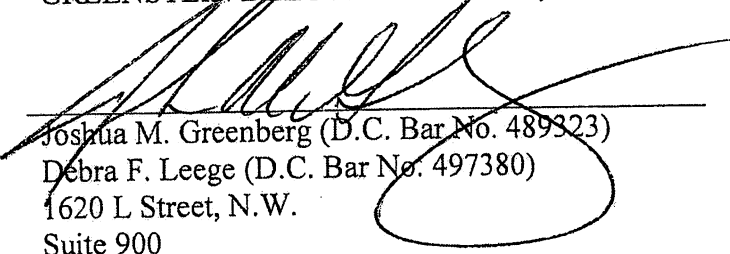
As the Tenant Petition has been dismissed, there is nothing that falls within the “special competence” of the Rent Administrator and there is no basis for a continued *Drayton* stay. This Court is now free to address the issue pending before it, namely, did Mr. Gural pay the rent demanded by Equity.

Accordingly, the *Drayton* stay must be vacated and this case set for trial.

Respectfully submitted,

GREENSTEIN DELORME & LUCHS, P.C.

Dated: August 23, 2016



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
Telephone: (202) 452-1400
E-mail: jmg@gdllaw.com

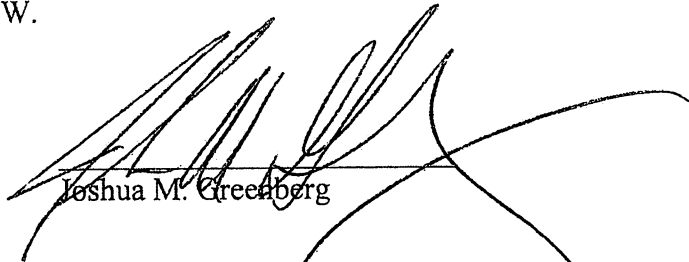
Counsel for Equity Residential Management, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion to Vacate

Drayton Stay was served by hand delivery this 23rd day of August, 2016, on:

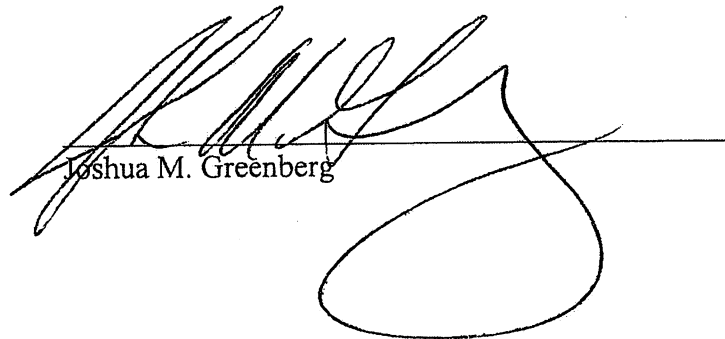
Harry Gural
3003 Van Ness Street, N.W.
Unit S-707
Washington, D.C. 20008



Joshua M. Greenberg

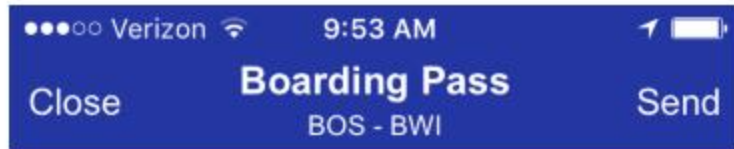
NOTICE OF HEARING

THIS MATTER HAS BEEN SCHEDULED FOR HEARING ON ~~SEPTEMBER 1, 2016~~
AT 10:00 A.M. IN COURTROOM B-53 (2ND FLOOR OF LANDLORD & TENANT COURT
BUILDING).



Joshua M. Greenberg

EVIDENCE THAT HARRY GURAL WAS IN BOSTON ON AUG 23 WHEN EQUITY'S ATTORNEY CLAIMED HE WAS SERVED BY HAND



Aug 27
Baltimore



Boarding Group

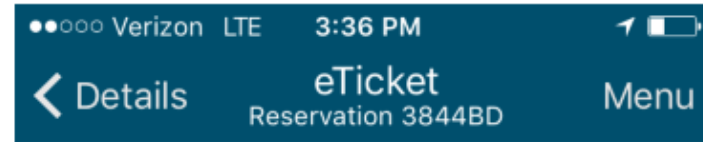
B
57

Boarding Position



Passenger **Gural / Harry**
BOARDING TIME 12:05 PM

Flight 1401
Boston, MA (BOS) - Baltimore, MD (BWI)



Saturday
August 27, 2016

147

Northeast Regional

BWI Airport, MD (BWI) BWI Thurgood Marshall Airport	Departs 3:38 PM
Washington, DC (WAS) Union Station	Arrives 4:10 PM

1 Coach Seat

Harry Gural

Reservation Details

PX 107

**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>
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AFFIDAVIT OF HARRY GURAL

I, Harry Gural, declare under penalty of perjury that as president of the Van Ness South Tenants Association, I have participated in six of the seven activities protected against retaliation under the Rental Housing Act. The protected actions enumerated in the retaliation section (§42–3509.02) of the statute appear below, following in each case by examples of my actions:

§42–3509.02(b)(1) Has made a witnessed oral or written request to the housing provider to make repairs which are necessary to bring the housing accommodation or the rental unit into compliance with the housing regulations;

- 1) As president of the Van Ness South Tenants Association, I am the primary liaison between residents and Housing Provider management concerning safety and other issues, including elevator repair, electrical problems, security concerns, safety concern and other tenant complaints. I am in frequent oral and written communications with the building manager. Additional information about specific actions is provided below.

§42–3509.02(b)(2) Contacted appropriate officials of the District government, either orally in the presence of a witness or in writing, concerning existing violations of the housing regulations in the rental unit the tenant occupies or pertaining to the housing accommodation in which the rental unit is located, or reported to the officials suspected violations which, if confirmed, would render the rental unit or housing accommodation in noncompliance with the housing regulations;

- 2) I have reported dozens of possible violations of the DC Rental Housing Act after more than 75 tenants of the Housing Accommodations complained to me that the Housing Provider had assessed annual rent increases in excess of 2 percent plus the CPI-W. I have reported these actions many times to the

Office of the Mayor, the Rental Accommodations Division, the Office of the Tenant Advocate and the offices of several City Council Members. (2013-present).

- 3) I have provided information to the DC Office of the Attorney General for its current investigation of possible consumer protection violations by the Housing Provider. (2016-2017)
- 4) I am the lead investigator citywide of the Housing Provider's practice of filing with the Rental Accommodations Division "rents" that appear to far exceed the amounts paid by residents. As part of that effort, I have obtained almost 1,000 pages of corroborating evidence via the Freedom of Information Act (FOIA). I also have discovered by speaking to rental agents at six other Equity Residential buildings that the corporation has a widespread practice of using "concession" leases in rent-stabilized buildings. The Tenant has filed a second FOIA request, which is pending (2016-2017).
- 5) I testified twice before the City Council's Committee on Housing and Neighborhood Revitalization about the use of rent "concessions" by the Housing Provider and about the failure of the DC Rental Accommodations Division to conduct even minimal oversight. (2016-2017)
- 6) I organized a meeting of the tenants association featuring as guests Councilmember Anita Bonds and Councilmember Mary Cheh. Over 85 residents attended, and dozens were given the chance to tell the Councilmembers their personal stories of very large rent increases by the Housing Provider. Tenants complained not only about the rent practices, but about the many hours of their time it took to combat them. (October 2016)
- 7) At the request of the Office of the Tenant Advocate (OTA), I appeared on a panel on rent "concessions" at the annual Tenants Summit on September 24, 2016.
- 8) In response to frequent complaints by residents, I have reported multiple elevator problems over several years to the Housing Inspections unit of the Department of Consumer and Regulatory Affairs (DCRA) after receiving tenant complaints, including that elevator doors close suddenly and with enough force to cause harm (2014-2017).
- 9) In response to angry complaints by residents the Tenant, working with other VNSTA board members, reported fire safety violations to DCRA after several fire drills during which alarms did not go off in some parts of the Housing Accommodation (August 2016).

- 10) In response to dozens of noise complaints by residents, I investigated the practice by the Housing Provider of leasing a block of approximately 30 apartments to the University of the District of Columbia (UDC), which created a de-facto dorm of about 100 students in the Housing Accommodation. I further found that the UDC was violating the terms of the Zoning Order by subleasing apartments in summer months to interns, a summer camp program, a secondary-school program other various others. Effectively, the Housing Provider and UDC were allowing the Housing Accommodation to be used for short-term rentals, in some case less than a week long. As president of the tenants association, I submitted a complaint to the Office of the Zoning Administrator, which issued an order banning this practice. I continue to work directly with UDC on noise issues because the Housing Provider refuses to provide adequate oversight of its de-facto dorm within the Housing Accommodation (2014 to present).
- 11) In coordination with other VNSTA board members, I have worked with the head of DCRA's Housing Inspection Program to address dangerous conditions after a dog was electrocuted on the grounds of the Housing Accommodation. He convened a meeting with the head of DCRA Housing Inspections and with Equity Residential executives. DCRA cited Equity Residential for multiple safety violations (2015).
- 12) I have worked with the DC Metropolitan Police (PSA-2) to improve public safety after a rash of over 20 burglaries in 2014-15 due to lax security procedures at the Housing Accommodation, including failure to repair exterior doors, failure to install security cameras in critical areas, failure to archive the video of existing video cameras, failure to fix a garage door for several weeks, failure to maintain a security guard when burglaries were a consistent problem, and failure to adequately screen visitors to the building.
- 13) The Tenant worked inspectors from District Department of the Environment (DDOE) to stop illegal emissions of carcinogenic concrete dust caused by a balcony reconstruction project at the Housing Accommodations. The Tenant provided extensive video evidence of these actions to the DDOE and to the U.S. Environmental Protection Agency (EPA). The contractor was reprimanded for safety and air quality violations. (2013)

§42-3509.02(b)(4) Organized, been a member of, or been involved in any lawful activities pertaining to a tenant organization;

- 14) First as a board member then as president of the tenants association, I have helped a small, inactive organization grow to become one of the strongest tenant associations in the District of Columbia, with almost 200 members. I created a listserv for members, a website and social media accounts, which allow tenants to share general information as well as complaints about problems with the Housing Provider.

§42–3509.02(b)(5) Made an effort to secure or enforce any of the tenant’s rights under the tenant’s lease or contract with the housing provider; or

15) I have advocated for his my right to a maximum annual rent increase of 2 percent plus the CPI-W. He has advocated for the same on behalf of more than 75 members of the Van Ness South Tenants Association. I have also advocated for tenants’ rights to rent month-to-month after the expiration of a first lease. In addition, he has worked vigorously a safe environment for all residents of the Housing Accommodation, as outlined above.

§42–3509.02(b)(6) Brought legal action against the housing provider.

Not only have I brought my own Tenant Petition to the Office of Administrative hearings, I have advised dozens of other tenants who have filed or considered filing tenant petitions in response to what they believe are violations of the Rental Housing Act.

Harry Gural
President, Van Ness South Tenants Association

May 17, 2017

4 9 4 0 1 0 1 0 0 0

**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:

- 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 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.
- Plaintiff: 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) _____.
- 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: 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 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).
- Rent for the property of which Plaintiff seeks possession is subsidized by the federal or local government? yes 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) Judgment for possession of the property described and costs taxed by the Clerk, commencing as of May 1, 2016 and Money judgment for rent, fees defined as rent, and late fees in the total amount of \$ \$341.55** continuing on the 1st of month thereafter; 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
[Signature]
 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



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 www.dccourts.gov

Case No. LTB 10863-16

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
City State Zip Code
Phone Number (if known)

SUMMONS TO APPEAR IN COURT AND NOTICE OF HEARING -- FORM 1S

YOU ARE HEREBY SUMMONED AND REQUIRED TO APPEAR ON MAY 19 2016 AT 9:00 A.M.
PROMPTLY, in the Landlord and Tenant Courtroom, Room 109, Bldg. B, 510 4th Street, NW.
Between E and F Streets, N.W., Judiciary Square Red Line Metro stop ♦ Wheelchair accessible entrance located on F Street side of building

- 1. You are being sued for possession of the premises you occupy.
- 2. This paper is a Summons in a lawsuit seeking your eviction.
- 3. The Complaint attached to this Summons states the grounds for possession claimed by the Plaintiff. If the Complaint is not attached, a copy is available in the Landlord and Tenant Clerk's Office at 510 4th Street, Building B, Room #110.
- 4. If you, or your attorney, do not appear on the date and time listed above, a default judgment may be entered against you giving Plaintiff the right to evict you from the premises without any further court hearings.
- 5. Court employees are not permitted to give advice on legal questions.

Notice to Occupant(s) Not Named on the Summons: If you live on the premises and wish to remain, you must come to Court even if you are not named as a Defendant on the Summons or Complaint.

PLEASE SEE THE BACK OF THIS FORM FOR IMPORTANT INFORMATION ABOUT THE COURT PROCESS. IF YOU HAVE ANY ADDITIONAL QUESTIONS ABOUT THE SUMMONS AND COMPLAINT, OR YOUR RIGHTS AND RESPONSIBILITIES, PLEASE CONSULT AN ATTORNEY PROMPTLY.

CITATORIO DE COMPARENCIA AL TRIBUNAL Y AVISO DE AUDIENCIA

POR MEDIO DE LA PRESENTE SE LE EXIGE Y ORDENA QUE COMPAREZCA EL MAY 19 2016 A LAS 9:00 A.M. PUNTUALMENTE a la Sala de Arrendadores e Inquilinos, 510 4th Street, NW. Edificio B. Entre las Calles E y F, N.W., paradero de Metro, Judiciary Square, línea roja ♦ Entrada accesible para silla de ruedas por la Calle F.

- 1. Se le demanda por transferencia de la tenencia de la propiedad en que habita.
- 2. Este escrito es un citatorio de una demanda para su desalojamiento.
- 3. La demanda adjunta a este citatorio declara la base del demandante para la tenencia que pide. Si la demanda no está adjunta, hay una copia disponible en la oficina de la Secretaría de Arrendador e Inquilino en la 510 4th Street, NW, Edificio B #110.
- 4. Si usted o su abogado no comparecen a la hora y en la fecha indicadas, se podría emitir un fallo en su contra por incomparecencia, permitiendo así que el demandante lo desaloje del lugar sin necesitarse audiencias posteriores.
- 5. Al personal del tribunal no se les permite asesorar en cuestiones jurídicas.

Advertencia a los inquilinos no nombrados en la demanda: Si usted vive en la propiedad y desea permanecer ahí pero no ha sido mencionado como inquilino, debe presentarse al Tribunal aun si no es nombrado como demandado en la convocatoria o demanda.

VEA AL DORSO DE ESTE FORMULARIO: INFORMACIÓN IMPORTANTE SOBRE EL PROCESO JUDICIAL. SI TIENE MÁS PREGUNTAS SOBRE EL CITATORIO Y LA DEMANDA O SOBRE SUS DERECHOS Y DEBERES, CONSÚLTELE A UN ABOGADO PRONTO.

Joshua M. Greenberg/Debra F. Leege 489323/497380
Plaintiff/Plaintiff's Attorney Unified Bar No.
Greenslein 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
Costas a la fecha



如需翻译,请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction 번역을 원하시면, (202) 879-4828 로 전화하십시오
Để có một bản dịch, hãy gọi (202) 879-4828 የአገልግሎት ትርጉም ለማግኘት (202) 879-4828 ይደውሉ



Harry Gural <harrygural@gmail.com>

Stop payments

2 messages

Harry Gural <harrygural@gmail.com>
To: Avis Duvall <aduvall@eqr.com>
Cc: Marco Cruz <mcruz2@eqr.com>

Thu, May 19, 2016 at 2:11 PM

Avis,

I have tried to pay you for recent overnight parking -- your system has put stop payments on my electronic checks.

I sent \$15 on 5/19 and \$30 on 5/16.

You may want to check why your system is rejecting my payments. I am trying in good faith to pay for overnight parking.

Harry

Marco Cruz <mcruz2@eqr.com>
To: Harry Gural <harrygural@gmail.com>
Cc: Avis Duvall <aduvall@eqr.com>

Thu, May 19, 2016 at 4:40 PM

Hello Harry,

I'll go ahead and check with our IT department and you should be able to submit the online payment tonight.

Please let me know if any further questions - Thank you!

Marco Cruz
Community Administrator

3003 Van Ness
3003 Van Ness Street NW, Washington, DC 20008
202.244.7811 Office 202.244.1881 Fax

EquityApartments.com
Equity Residential – *how home should feel.*

**Let me know what I can do to make your living experience more enjoyable.
Very Satisfied is my goal!**



[Quoted text hidden]

PX 113



Harry Gural <harrygural@gmail.com>

Mistake on charge to my account

2 messages

Harry Gural <harrygural@gmail.com>
To: Avis Duvall <aduvall@eqr.com>

Mon, May 30, 2016 at 8:33 PM

Avis,

In addition to the amount that we are disputing in court, I note that Equity charged me an additional \$89.10 "auto late fee." It appears from my records that I paid my rent on time in both April and May, so please remove this late fee from my account.

Harry

Marco Cruz <mcruz2@eqr.com>
To: Harry Gural <harrygural@gmail.com>
Cc: Avis Duvall <aduvall@eqr.com>

Wed, Jun 8, 2016 at 6:14 PM

Good Afternoon Harry,

Unfortunately, we won't be able to remove any late fees from your account at this time. The system doesn't recognize that we're currently going through the dispute at court for the monthly payment charges, so it's automatically charging a portion of late fee on the remaining balance that is left on the account every month.

Once we resolve all disputes at court and receive the correct paperwork from our attorney's, we'll start making all the proper adjustments on the account at that time, if any changes are necessary.

For now, everything will stay the way it is, until we come to a final resolution. Please let us know if any further questions!

Thank you and have a nice evening,

Marco Cruz
Community Administrator**3003 Van Ness**
3003 Van Ness Street NW, Washington, DC 20008
202.244.7811 Office 202.244.1881 FaxEquityApartments.com
Equity Residential – *how home should feel.***Let me know what I can do to make your living experience more enjoyable.**
Very Satisfied is my goal!

[Quoted text hidden]

PX 113



Harry Gural <harrygural@gmail.com>

Please remove auto "late fees" -- this is illegal

Harry Gural <harrygural@gmail.com>
To: Avis Duvall <aduvall@eqr.com>

Sun, Oct 16, 2016 at 7:59 PM

Avis,

I checked my online account and found that you are deliberately generating auto late fees on my account. It is illegal to direct payments in order to generate higher fees. Please fix this ASAP.

Harry

6/1/2016	Monthly Apartment Rent	June Charge	2,192.00	909.65
6/1/2016	Monthly Reserved Parking	June Charge	100.00	1,009.65
6/6/2016	Late Fee	Auto Late Fee	131.40	1,141.05
6/24/2016	Check	#012200240027026	1,995.00	-853.95
7/1/2016	Monthly Apartment Rent	July Charge	2,192.00	1,338.05
7/1/2016	Monthly Reserved Parking	July Charge	100.00	1,438.05
7/6/2016	Late Fee	Auto Late Fee	175.95	1,614.00
8/1/2016	Monthly Apartment Rent	August Charge	2,192.00	3,806.00
8/1/2016	Monthly Reserved Parking	August Charge	100.00	3,906.00
8/6/2016	Late Fee	Auto Late Fee	343.80	4,249.80
9/1/2016	Monthly Apartment Rent	September Charge	2,192.00	6,441.80
9/1/2016	Monthly Reserved Parking	September Charge	100.00	6,541.80
9/2/2016	Check	#012200240060090	1,995.00	4,546.80
9/6/2016	Check	#012200240048527	1,995.00	2,551.80
9/6/2016	Late Fee	Auto Late Fee	328.80	2,880.60
9/26/2016	Check	#34083	1,995.00	885.60
10/1/2016	Monthly Apartment Rent	October Charge	2,192.00	3,077.60
10/1/2016	Monthly Reserved Parking	October Charge	100.00	3,177.60
10/6/2016	Late Fee	Auto Late Fee	309.60	3,487.20

PX 113



Harry Gural <harrygural@gmail.com>

Balance Due Notification - 3003 Van Ness

Marco Cruz Barzola <mcruzbarzola@eqr.com>

Wed, Sep 14, 2016 at 12:14 PM

Dear Resident (s),

You are receiving this email because you currently have a balance on your account. If the balance due is under \$500, please be sure to log in to our resident's portal at www.myequityapartments.com and make your payment by no later than Thursday, September 15th to avoid further collection activity.

If the balance due on your account is over \$500, please stop by to the leasing office as soon as possible with certified funds only, such as cashier's check or money order to avoid further collection activity.

Please reach out to me directly should you have any questions!

Thank you!

Marco Cruz
Community Administrator

3003 Van Ness
(202) 244-3100
my.equityapartments.com

PX 113



Harry Gural <harrygural@gmail.com>

Please remove auto "late fees" -- this is illegal

Harry Gural <harrygural@gmail.com>

Tue, Oct 18, 2016 at 7:47 PM

To: Avis Duvall <aduvall@eqr.com>

Cc: Jesse Jennell <jjennell@eqr.com>, Julie Jackson <jackson2@eqr.com>

Avis,

Asking you again to remove the "Auto Late Fee." It is illegal to prioritize payments in order to generate additional late fees.

Harry

[Quoted text hidden]

PX 113



Harry Gural <harrygural@gmail.com>

Please remove auto "late fees" -- this is illegal

Avis Duvall <aduvall@eqr.com>
To: Harry Gural <harrygural@gmail.com>
Cc: Jesse Jennell <jjennell@eqr.com>, aduvall@eqr.com

Wed, Oct 19, 2016 at 7:03 AM

Good Morning Harry,

I apologize for the delayed acknowledgment of your email. Just want to let you know that I'm looking into this and will get back to you.

Sincerely,

Avis DuVall
General Manager
3003 Van Ness Apartments
3003 Van Ness Street, NW 20008
202-244-7811 (Office)

[Quoted text hidden]

PX 113



Harry Gural <harrygural@gmail.com>

Please remove auto "late fees" -- this is illegal

Harry Gural <harrygural@gmail.com>

Sat, Oct 22, 2016 at 5:12 PM

To: Avis Duvall <aduvall@eqr.com>

Avis,

Have you had a chance to talk to your admin people about removing all those penalties on my account. This illegal. See the numbers below or attached.

Also, could you please make sure your computer system stops rejecting my checks. This makes it difficult for me to keep track of what has been credited to my account.

Harry


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3/1/2016	Conc - Rent Control	March Credit		288.00	0.00
3/23/2016	Check	#012200240025797		1,995.00	-1,995.00
4/1/2016	Monthly Reserved Parking	April Charge	100.00		-1,895.00
4/1/2016	Monthly Apartment Rent	April Charge	2,192.00		297.00
4/6/2016	Late Fee	Auto Late Fee	44.55		341.55
4/13/2016	Check	#012200240026803		15.00	326.55
4/13/2016	Monthly Parking	Guest Parking	15.00		341.55
4/25/2016	Check	#012200240033873		1,995.00	-1,653.45
5/1/2016	Monthly Apartment Rent	May Charge	2,192.00		538.55
5/1/2016	Monthly Reserved Parking	May Charge	100.00		638.55
5/6/2016	Late Fee	Auto Late Fee	89.10		727.65
5/13/2016	Monthly Parking	Guest Parking	15.00		742.65
5/16/2016	Monthly Parking	Guest Parking	15.00		757.65
5/24/2016	Check	#012200240059690		1,995.00	-1,237.35
6/1/2016	Check	#012200240081159		45.00	-1,282.35
6/1/2016	Monthly Apartment Rent	June Charge	2,192.00		909.65
6/1/2016	Monthly Reserved Parking	June Charge	100.00		1,009.65
6/6/2016	Late Fee	Auto Late Fee	131.40		1,141.05
6/24/2016	Check	#012200240027026		1,995.00	-853.95
7/1/2016	Monthly Apartment Rent	July Charge	2,192.00		1,338.05
7/1/2016	Monthly Reserved Parking	July Charge	100.00		1,438.05
7/6/2016	Late Fee	Auto Late Fee	175.95		1,614.00

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8/1/2016	Monthly Apartment Rent	August Charge	2,192.00	3,806.00
8/1/2016	Monthly Reserved Parking	August Charge	100.00	3,906.00
8/6/2016	Late Fee	Auto Late Fee	343.80	4,249.80
9/1/2016	Monthly Apartment Rent	September Charge	2,192.00	6,441.80
9/1/2016	Monthly Reserved Parking	September Charge	100.00	6,541.80
9/2/2016	Check	#012200240060090	1,995.00	4,546.80
9/6/2016	Check	#012200240048527	1,995.00	2,551.80
9/6/2016	Late Fee	Auto Late Fee	328.80	2,880.60
9/26/2016	Check	#34083	1,995.00	885.60
10/1/2016	Monthly Apartment Rent	October Charge	2,192.00	3,077.60
10/1/2016	Monthly Reserved Parking	October Charge	100.00	3,177.60
10/6/2016	Late Fee	Auto Late Fee	309.60	3,487.20
11/1/2016	Monthly Apartment Rent	November Charge	2,192.00	5,679.20
11/1/2016	Monthly Reserved Parking	November Charge	100.00	5,779.20

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 **Equity billing to 3-1 to 11-1-2016 Harry Gural.pdf**
383K

PX 113



Harry Gural <harrygural@gmail.com>

Please remove auto "late fees" -- this is illegal

Harry Gural <harrygural@gmail.com>

Sat, Oct 22, 2016 at 5:16 PM


To: Gabriel Fineman <gabe@gfineman.com>, Joel Cohn <joel.cohn@dc.gov>

See below for my latest problem with Equity -- they keep charging me late fees against my parking payment, even though I am already paying parking. It seems to me that there shouldn't be any additional fees at all while the suits are pending.

Also, note the first line below -- "Conc - Rent Control." This is very misleading -- another attempt to make residents think the scam is mandated by DC Rent Control

H

[Quoted text hidden]

 **Equity billing to 3-1 to 11-1-2016 Harry Gural.pdf**
383K

PX 113



Harry Gural <harrygural@gmail.com>

Please remove auto "late fees" -- this is illegal

Avis Duvall <aduvall@eqr.com>
To: Harry Gural <harrygural@gmail.com>
Cc: Robert Brandon <rbrandon@eqr.com>

Mon, Oct 24, 2016 at 9:21 AM

Hello Harry,

We're working on this for you and yes, we will do what is necessary to stop rejecting your payments that are made on time.

Avis

Avis DuVall
General Manager

3003 Van Ness
3003 Van Ness Street NW
Washington, DC 20008
202.244.7811 Office 202.244.1881 Fax

EquityApartments.com
Equity Residential – *how home should feel*

Our goal is to ensure that every resident is very satisfied.

[Quoted text hidden]

PX 113



Harry Gural <harrygural@gmail.com>

Balance Due Notification

Robert Brandon <rbrandon@eqr.com>

Mon, Nov 14, 2016 at 4:14 PM

Dear Resident (s),

You are receiving this email because you currently have a balance on your account. If the balance due is under \$500, please be sure to log in to our resident's portal at www.myequityapartments.com and make your payment by no later than Tuesday, November 15th to avoid further collection activity.

If the balance due on your account is over \$500, please stop by to the leasing office as soon as possible with certified funds only, such as cashier's check or money order to avoid further collection activity.

Please reach out to me directly should you have any questions!

Thank you!

Robert Brandon
Community Administrator

3003 Van Ness
(202) 244-3100
my.equityapartments.com

PX 113



Harry Gural <harrygural@gmail.com>

Balance Due Notification

Harry Gural <harrygural@gmail.com>

Tue, Nov 15, 2016 at 10:12 PM

To: Robert Brandon <rbrandon@eqr.com>, Avis Duvall <aduvall@eqr.com>

Avis,

I received the note below from Robert saying that I owe money on my apartment. I checked online and your bookkeeping also shows that I have a balance.

However, I have paid the correct amount every month via autopay and I have bank statements to prove it. If you think that I owe Equity anything please explain your accounting to me.

Also, please note that on 11/6 you again charged me an auto late fee. Please this fee and stop this charge from happening again.

Harry

10/25/2016	Check	#000000000060328	1,995.00	1,492.20
10/26/2016	Late Fee	VP Approved-Customer Service	1,423.20	69.00
11/1/2016	Monthly Apartment Rent	November Charge	2,192.00	2,261.00
11/1/2016	Monthly Reserved Parking	November Charge	100.00	2,361.00
11/6/2016	Late Fee	Auto Late Fee	328.80	2,689.80

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PX 113



Harry Gural <harrygural@gmail.com>

Balance Due Notification

Avis Duvall <aduvall@eqr.com>
To: Harry Gural <harrygural@gmail.com>
Cc: Robert Brandon <rbrandon@eqr.com>

Wed, Nov 16, 2016 at 4:56 AM

Hello Harry,

The fees are added automatically and we have to submit special requests to have the fees adjusted.

I'm copying Robert so he can request any current adjustments needed and not send you the balance due letters when the balance is the result of the account needing adjustments.

Avis DuVall
General Manager
3003 Van Ness Apartments
3003 Van Ness Street, NW 20008
202-244-7811 (Office)

[Quoted text hidden]

PX 113



Harry Gural <harrygural@gmail.com>

Balance Due Notification- 3003 Van Ness

Robert Brandon <rbrandon@eqr.com>

Wed, Oct 19, 2016 at 1:03 PM

Dear Resident (s),

You are receiving this email because you currently have a balance on your account. If the balance due is under \$500, please be sure to log in to our resident's portal at www.myequityapartments.com and make your payment by no later than Friday, October 21st to avoid further collection activity.

If the balance due on your account is over \$500, please stop by to the leasing office as soon as possible with certified funds only, such as cashier's check or money order to avoid further collection activity.

Please reach out to me directly should you have any questions!

Thank you!

Robert Brandon
Community Administrator

3003 Van Ness
(202) 244-3100
my.equityapartments.com

PX 113



Court Cases Online

[Click here to view search criteria](#)

Case Search for Person: GURAL, HARRY

Search retrieved 3 cases in less than a second.

[Click here to view search results](#)

Selected 3 cases to view

Viewing entry 1 of 3 cases; Details retrieved in less than a second.

[Click here to view case summary](#)

2016 LTB 010863: EQUITY RESIDENTIAL MANAGEMENT, LLC Vs. GURAL, HARRY	
Case Type: Landlord & Tenant Branch	File Date: 04/27/2016
Status: Open	Status Date: 04/27/2016
Disposition: Undisposed	Disposition Date:
Next ▶	

Party Name	Party Alias(es)	Party Type	Attorney(s)
EQUITY RESIDENTIAL MANAGEMENT, LLC		Plaintiff	GREENBERG, JOSHUA M
GURAL, HARRY		Defendant	PRO SE

Schedule Date	Schedule Time	Description
06/22/2017	09:30 AM	Status Hearing

Docket Date	Description	Messages
04/19/2017	Status Hearing	Status Hearing Event: Status Hearing Date: 06/22/2017 Time: 9:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53
04/19/2017	Praeipce to Continue:	Consent Praeipce Continuing Status Conference to Thursday, June 22, 2017 at 9:30 a.m. HARRY GURAL (Defendant); ; JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)
04/19/2017	Event Resulted:	Event Resulted: The following event: Status Hearing scheduled for 04/21/2017 at 9:30 am has been resulted as follows: Result: Status Hearing Continued by consent praecipce Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53
04/12/2017	Protective Order Assessment in the Amount of \$ * Paid and Docketed on *. *	Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 4/12/2017 Receipt: 419174 Date: 04/12/2017
03/13/2017	Protective Order Assessment in the Amount of \$ * Paid and Docketed on *. *	Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 3/13/2017. HE Receipt: 416094 Date: 03/13/2017
02/23/2017	Protective Order Assessment in the Amount of \$ * Paid and Docketed on *. *	Protective Order Assessment in the Amount of \$ 297.00 Paid and Docketed HARRY GURAL (Defendant); Receipt: 413650 Date: 02/23/2017
02/01/2017	Status Hearing	Status Hearing Event: Status Hearing Date: 04/21/2017 Time: 9:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53
02/01/2017	Notice Mailed	Notice Mailed Notice Of Hearing [L&T] Sent on: 02/01/2017 10:45:33.25

01/23/2017	Status Hearing	Status Hearing Event: Status Hearing Date: 04/07/2017 Time: 9:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53
01/23/2017	Praecepto to Continue:	Praecepto to Continue the above matter until 04/07/2017 for a Status Hearing by consent. HARRY GURAL (Defendant); ; JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)
01/23/2017	Event Resulted:	Event Resulted: The following event: Status Hearing scheduled for 01/25/2017 at 9:30 am has been resulted as follows: Result: Status Hearing Continued until 04/07/2017 @ 9:30 a.m. by consent per praecipe filed 01/23/2017. Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53
01/18/2017	Protective Order Assessment in the Amount of \$ * Paid and Docketed on *. *	Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 01/18/2017. HARRY GURAL (Defendant); Receipt: 409027 Date: 01/18/2017
12/14/2016	Protective Order Assessment in the Amount of \$ * Paid and Docketed on *. *	Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 12/14/2016. HARRY GURAL (Defendant); Receipt: 405226 Date: 12/14/2016
11/16/2016	Protective Order Assessment in the Amount of \$ * Paid and Docketed on *. *	Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 11/16/2016. HE Receipt: 401930 Date: 11/16/2016
10/28/2016	Protective Order Assessment in the Amount of \$ * Paid and Docketed on *. *	Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 10/28/2016. HARRY GURAL (Defendant); Receipt: 399852 Date: 10/28/2016
09/28/2016	Protective Order Assessment in the Amount of \$ * Paid and Docketed on *. *	Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 09/28/16 Receipt: 395703 Date: 09/28/2016
09/01/2016	Status Hearing	Status Hearing Event: Status Hearing Date: 01/25/2017 Time: 9:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53
09/01/2016	Event Resulted:	Event Resulted: The following event: Further Initial Hearing scheduled for 09/19/2016 at 10:00 am has been resulted as follows: Result: Event Cancelled Judge: LANDLORD & TENANT COURTROOM Location: LandLord & Tenant Courtroom B-109

09/01/2016	Event Resulted:	Event Resulted: The following event: Rule 13 Motions Hearing To Vacate Drayton Stay (Hand Delivered) scheduled for 09/01/2016 at 10:30 am has been resulted as follows: Result: Rule 13 Motion Hearing Held and DENIED. Case continued until 1/25/2017 at 9:30a.m. for Status Hearing. Drayton stay remains. Judge: JOHNSON, JOHN RAMSEY Location: Courtroom B-53 EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff); HARRY GURAL (Defendant); ; JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff); PRO SE (Attorney) on behalf of HARRY GURAL (Defendant)
08/30/2016	Event Scheduled	Event Scheduled Event: Rule 13 Motions Hearing to Strike Equity Residential's Motion to Vacate the Drayton Stay (Mailed) Date: 09/13/2016 Time: 10:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53
08/30/2016	Motion to Strike Pleading Filed	Defendant'sd Harry Gural's Opposition and Motion to Strike Equity Residential's Motion to Vacate the Drayton Stay Filed HARRY GURAL (Defendant); Receipt: 392441 Date: 08/30/2016
08/30/2016	Protective Order Assessment in the Amount of \$ * Paid and Docketed on * . *	Protective Order Assessment in the Amount of \$ 297.00 Paid and Docketed Receipt: 392071 Date: 08/30/2016
08/23/2016	Event Scheduled	Event Scheduled Event: Rule 13 Motions Hearing to Vacate Drayton Stay (Hand Delivered) Date: 09/01/2016 Time: 10:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53
08/23/2016	Motion to Vacate:	Plaintiff Equity Residential Management, LLC's Motion to Vacate the Drayton Stay Filed 8/23/2016. HE Receipt: 391471 Date: 08/23/2016
07/28/2016	Protective Order Assessment in the Amount of \$ * Paid and Docketed on * . *	Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 7/28/2016. HE Receipt: 388317 Date: 07/28/2016
06/24/2016	Protective Order Assessment in the Amount of \$ * Paid and Docketed on * . *	Protective Order Assessment in the Amount of \$ 297.00 Paid and Docketed Receipt: 384275 Date: 06/24/2016
05/31/2016	Protective Order Assessment in the Amount of \$ * Paid and Docketed on * . *	Protective Order Assessment in the Amount of \$ 297.00 Paid and Docketed Receipt: 381096 Date: 05/31/2016
05/19/2016	Event Scheduled	Event Scheduled Event: Further Initial Hearing Date: 09/19/2016 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: LandLord & Tenant Courtroom B-109

05/19/2016	Event Resulted:	Event Resulted: The following event: Initial Hearing scheduled for 05/19/2016 at 9:00 am has been resulted as follows: Result: Initial Hearing Held; Consent Praeipce Entering a Drayton Stay Until 9/19/2016; Entering a Protective Order; Continuing for a Further Initial Hearing on 9/19/2016 at 10:00 a.m., All Rights Reserved filed and approved herein Judge: CAMPBELL, JOHN M Location: LandLord & Tenant Courtroom B-109
05/19/2016	Praeipce to Continue:	Consent Praeipce Entering a Drayton Stay Until 9/19/2016; Entering a Protective Order; and Continuing Case for a Further Initial Hearing on 9/19/2016 at 10:00 a.m., All Rights Reserved HARRY GURAL (Defendant); ; JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)
05/19/2016	Drayton Stay Entered	Drayton Stay Entered
05/19/2016	Protective Order Granted Orally in Court by Judge.	Protective Order Granted Orally in Court by Judge Campbell. Defendant ordered to pay into the Court Registry the sum of \$297.00 by the 5th day of June and the sum of \$297.00 on the 5th day of each month thereafter during the pendency of this case. Protective Order information sheet provided to the tenant. Form 8 -Judge Sent on: 05/19/2016 10:47:12.49
05/13/2016	Praeipce Filed:	Praeipce Filed:
05/10/2016	Affidavit of Service of Summons & Complaint by Personal Service Filed	Affidavit of Service of Summons & Complaint by Personal Service Filed docketed 5-11-16 NA
04/27/2016	Event Scheduled	Event Scheduled Event: Initial Hearing Date: 05/19/2016 Time: 9:00 am Judge: LANDLORD & TENANT COURTROOM Location: LandLord & Tenant Courtroom B-109
04/27/2016	Complaint for Non-Payment of Rent Filed	Complaint for Non-Payment of Rent Filed Receipt: 377598 Date: 04/27/2016

Receipt #	Date	From	Payments	Fee	Amount Paid
419174	04/12/2017	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
416094	03/13/2017	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
413650	02/23/2017	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
409027	01/18/2017	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
405226	12/14/2016	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
401930	11/16/2016	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
399852	10/28/2016	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
395703	09/28/2016	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
392441	08/30/2016	GURAL, HARRY	Cash \$10.00	Cost \$10.00	\$10.00
392071	08/30/2016	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
391471	08/23/2016	GREENBERG, JOSHUA M	Check \$10.00	Cost \$10.00	\$10.00
388317	07/28/2016	GURAL HARRY	Check \$297.00	Holding \$297.00	\$297.00
384275	06/24/2016	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
381096	05/31/2016	GURAL, HARRY	Check \$297.00	Holding \$297.00	\$297.00
377598	04/27/2016	JOSHUA M GREENBERG	Check \$15.00	Cost \$15.00	\$15.00

**EQUITY RESIDENTIAL
ERP OPERATING LIMITED PARTNERSHIP
Schedule III - Real Estate and Accumulated Depreciation
December 31, 2016**

Description	Apartment Name	Location	Retail/Commercial Space	Date of Construction	Apartment Units (H)	Initial Cost to Company		Cost Capitalized Subsequent to Acquisition (Improvements, net) (E)	Gross Amount Carried at Close of Period 12/31/16			Accumulated Depreciation (C)	Investment in Real Estate, Net at 12/31/16	Encumbrances
						Land	Building & Fixtures	Building & Fixtures	Land	Building & Fixtures (A)	Total (B)			
Wholly Owned Unencumbered:														
100 K Street	Washington, D.C.	—	(F)	—	—	\$ 15,600,000	\$ 10,782,320	\$ —	\$ 15,600,000	\$ 10,782,320	\$ 26,382,320	\$ —	\$ 26,382,320	\$ —
140 Riverside Boulevard	New York, NY	G	2003	354	103,539,100	94,082,725	6,750,405	103,539,100	100,833,130	204,372,230	(41,010,422)	163,361,808	—	
160 Riverside Boulevard	New York, NY	G	2001	455	139,933,500	190,964,745	12,780,175	139,933,500	203,744,920	343,678,420	(81,836,307)	261,842,113	—	
170 Amsterdam	New York, NY	G	2015	236	—	111,872,438	60,750	—	111,933,188	111,933,188	(7,014,736)	104,918,452	—	
175 Kent	Brooklyn, NY	G	2011	113	22,037,831	53,962,169	1,396,338	22,037,831	55,358,507	77,396,338	(12,584,288)	64,812,050	—	
180 Montague (fka Brooklyn Heights)	Brooklyn, NY	G	2000	193	32,400,000	92,675,228	2,910,862	32,400,000	95,586,090	127,986,090	(16,638,099)	111,347,991	—	
180 Riverside Boulevard	New York, NY	G	1998	516	144,968,250	138,346,681	11,344,206	144,968,250	149,690,887	294,659,137	(61,661,842)	232,997,295	—	
1111 Belle Pre (fka The Madison)	Alexandria, VA	G	2014	360	18,937,702	94,758,679	101,850	18,937,702	94,860,529	113,798,231	(12,803,962)	100,994,269	—	
1210 Mass	Washington, D.C.	G	2004	144	9,213,513	36,559,189	2,112,056	9,213,513	38,671,245	47,884,758	(15,416,324)	32,468,434	—	
1401 E. Madison	Seattle, WA	—	(F)	—	10,401,958	4,932,954	—	10,401,958	4,932,954	15,334,912	—	15,334,912	—	
1500 Mass Ave	Washington, D.C.	G	1951	556	54,638,298	40,361,702	14,505,801	54,638,298	54,867,503	109,505,801	(21,697,139)	87,808,662	—	
1800 Oak (fka Rosslyn)	Arlington, VA	G	2003	314	31,400,000	109,005,734	2,999,587	31,400,000	112,005,321	143,405,321	(19,795,492)	123,609,829	—	
2201 Pershing Drive	Arlington, VA	G	2012	188	11,321,198	49,674,175	2,103,036	11,321,198	51,777,211	63,098,409	(9,394,581)	53,703,828	—	
2201 Wilson	Arlington, VA	G	2000	219	21,900,000	78,724,663	2,390,730	21,900,000	81,115,393	103,015,393	(13,936,506)	89,078,887	—	
2400 M St	Washington, D.C.	G	2006	359	30,006,593	114,013,785	4,082,076	30,006,593	118,095,861	148,102,454	(45,418,266)	102,684,188	—	
315 on A	Boston, MA	G	2013	202	14,450,070	115,824,930	517,562	14,450,070	116,342,492	130,792,562	(10,319,919)	120,472,643	—	
340 Fremont (fka Rincon Hill)	San Francisco, CA	—	2016	348	42,000,000	244,995,446	88	42,000,000	244,995,534	286,995,534	(4,611,169)	282,384,365	—	
3003 Van Ness (fka Van Ness)	Washington, D.C.	—	1970	625	56,300,000	141,191,580	4,018,369	56,300,000	145,209,949	201,509,949	(27,557,126)	173,952,823	—	
45 Worthington (CityView II)	Boston, MA	—	(F)	—	—	2,058,673	—	—	2,058,673	2,058,673	—	2,058,673	—	
420 East 80th Street	New York, NY	—	1961	155	39,277,000	23,026,984	4,252,598	39,277,000	27,279,582	66,556,582	(12,559,376)	53,997,206	—	
425 Mass	Washington, D.C.	G	2009	559	28,150,000	138,600,000	3,740,413	28,150,000	142,340,413	170,490,413	(39,542,039)	130,948,374	—	
455 Eye Street	Washington, D.C.	G	(F)	—	12,762,857	45,794,997	—	12,762,857	45,794,997	58,557,854	—	58,557,854	—	
4885 Edgemoor Lane	Bethesda, MD	—	(F)	—	—	1,237,673	—	—	1,237,673	1,237,673	—	1,237,673	—	
4th and Hill	Los Angeles, CA	—	(F)	—	13,131,456	11,144,682	—	13,131,456	11,144,682	24,276,138	—	24,276,138	—	
600 Washington	New York, NY	G	2004	135	32,852,000	43,140,551	734,411	32,852,000	43,874,962	76,726,962	(17,905,409)	58,821,553	—	
660 Washington (fka Boston Common)	Boston, MA	G	2006	420	106,100,000	166,311,679	2,325,428	106,100,000	168,637,107	274,737,107	(29,635,573)	245,101,534	—	
70 Greene	Jersey City, NJ	G	2010	480	28,108,899	236,763,553	1,103,051	28,108,899	237,866,604	265,975,503	(57,907,087)	208,068,416	—	
71 Broadway	New York, NY	G	1997	238	22,611,600	77,492,171	12,799,538	22,611,600	90,291,709	112,903,309	(39,723,414)	73,179,895	—	
77 Bluxome	San Francisco, CA	—	2007	102	5,249,124	18,609,876	264,502	5,249,124	18,874,378	24,123,502	(4,400,965)	19,722,537	—	
77 Park Avenue (fka Hoboken)	Hoboken, NJ	G	2000	301	27,900,000	168,992,440	5,319,200	27,900,000	174,311,640	202,211,640	(28,587,488)	173,624,152	—	
777 Sixth	New York, NY	G	2002	294	65,352,706	65,747,294	1,975,718	65,352,706	67,228,012	133,075,718	(24,056,905)	109,018,813	—	
88 Hillside	Daly City, CA	G	2011	95	7,786,800	31,587,325	1,965,143	7,786,800	33,552,468	41,339,268	(7,400,305)	33,938,963	—	
855 Brannan	San Francisco, CA	G	(F)	—	41,363,921	166,903,627	—	41,363,921	166,903,627	208,267,548	—	208,267,548	—	
Acton Courtyard	Berkeley, CA	G	2003	71	5,550,000	15,785,509	199,531	5,550,000	15,985,040	21,535,040	(6,078,896)	15,456,144	—	
Alban Towers	Washington, D.C.	—	1934	229	18,900,000	89,794,201	1,712,897	18,900,000	91,507,098	110,407,098	(15,639,767)	94,767,331	—	
Altitude (fka Village at Howard Hughes, The (Lots 1 & 2))	Los Angeles, CA	—	2016	545	43,783,485	147,918,661	25,744	43,783,485	147,944,405	191,727,890	(2,490,933)	189,236,957	—	
Alton, The (fka Millikan)	Irvine, CA	—	(F)	—	11,049,027	90,857,975	—	11,049,027	90,857,975	101,907,002	—	101,907,002	—	
Arbor Terrace	Sunnyvale, CA	—	1979	175	9,057,300	18,483,642	4,162,140	9,057,300	22,645,782	31,703,082	(13,943,284)	17,759,798	—	
Artech Building	Berkeley, CA	G	2002	27	1,642,000	9,152,518	329,292	1,642,000	9,481,810	11,123,810	(3,371,389)	7,752,421	—	
Artisan on Second	Los Angeles, CA	—	2008	118	8,000,400	36,074,600	670,299	8,000,400	36,744,899	44,745,299	(9,258,909)	35,486,390	—	
Artistry Emeryville (fka Emeryville)	Emeryville, CA	—	1994	261	12,300,000	61,466,267	2,277,634	12,300,000	63,743,901	76,043,901	(12,191,117)	63,852,784	—	
Atelier	Brooklyn, NY	—	2015	120	32,401,680	47,135,432	90,854	32,401,680	47,226,286	79,627,966	(3,149,449)	76,478,517	—	
Avenue Two	Redwood City, CA	—	1972	123	7,995,000	18,005,000	1,749,322	7,995,000	19,754,322	27,749,322	(5,134,751)	22,614,571	—	
Azure (fka Mission Bay-Block 13)	San Francisco, CA	—	2015	273	32,855,115	152,254,155	26,494	32,855,115	152,280,649	185,135,764	(7,791,579)	177,344,185	—	
Bay Hill	Long Beach, CA	—	2002	160	7,600,000	27,437,239	2,909,175	7,600,000	30,346,414	37,946,414	(13,103,323)	24,843,091	—	
Beatrice, The	New York, NY	G	2010	302	114,351,405	165,648,595	1,000,140	114,351,405	166,648,735	281,000,140	(35,148,328)	245,851,812	—	

§ 42–3505.02. Retaliatory action.

- (a) 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.
- (b) In determining whether an action taken by a housing provider against a tenant is retaliatory action, the trier of fact shall presume retaliatory action has been taken, and shall enter judgment in the tenant's favor unless the housing provider comes forward with clear and convincing evidence to rebut this presumption, if within the 6 months preceding the housing provider's action, the tenant:
 - (1) Has made a witnessed oral or written request to the housing provider to make repairs which are necessary to bring the housing accommodation or the rental unit into compliance with the housing regulations;
 - (2) Contacted appropriate officials of the District government, either orally in the presence of a witness or in writing, concerning existing violations of the housing regulations in the rental unit the tenant occupies or pertaining to the housing accommodation in which the rental unit is located, or reported to the officials suspected violations which, if confirmed, would render the rental unit or housing accommodation in noncompliance with the housing regulations;
 - (3) Legally withheld all or part of the tenant's rent after having given a reasonable notice to the housing provider, either orally in the presence of a witness or in writing, of a violation of the housing regulations;
 - (4) Organized, been a member of, or been involved in any lawful activities pertaining to a tenant organization;
 - (5) Made an effort to secure or enforce any of the tenant's rights under the tenant's lease or contract with the housing provider; or
 - (6) Brought legal action against the housing provider.