

**DISTRICT OF COLUMBIA
OFFICE OF ADMINISTRATIVE HEARINGS**

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Harry Gural v. Equity Residential
Management / Smith Property Holdings
Van Ness LP

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Tenant's Closing Arguments

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Representing: *pro se*

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**DISTRICT OF COLUMBIA
OFFICE OF ADMINISTRATIVE HEARINGS**

HARRY GURAL <i>Tenant/Petitioner,</i>	2016-DHCD-TP 30,855
v.	
EQUITY RESIDENTIAL MANAGEMENT and SMITH PROPERTY HOLDINGS VAN NESS LP <i>Housing Provider/Respondent</i>	<i>In re:</i> 3003 Van Ness St. NW, S-707 Chief Judge M. Colleen Currie

TENANT’S CLOSING ARGUMENTS

This case has been remanded by the District of Columbia Rental Housing Commission (“RHC” or “the Commission”) to the Office of Administrative Hearings for further proceedings regarding the Tenant’s claim that the Housing Provider demanded a rent increase that exceeds what is allowed under the District of Columbia rental housing law regarding rent stabilization.¹ The second purpose of these proceedings is to evaluate the Tenant’s claim that the Housing Provider retaliated against him for his advocacy as the president of the tenant association by demanding he sign a lease with an incorrect, inflated amount listed as the rent, and that it further retaliated against him by filing suit against him and threatening to evict him in the Landlord and Tenant Branch of DC Superior Court.

The Housing Provider contends that it can calculate rent increases on a “rent charged” that it reports to the city, which far exceeds the rent that is actually charged. The Tenant argues that the words have their simple English meaning – “rent that is charged.”

¹ [Subchapter II. Rent Stabilization Program](#)

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The Rental Housing Commission already has decided with the Tenant on this central issue. In its Decision and Order, it states:

“The Commission concluded that the phrase "rent charged" is intended to refer to the rent actually demanded or received from a tenant and that the Act does not permit a housing provider to use the RAD forms to preserve a maximum, legal rent in excess of what is actually charged.”

This very strongly implies that, as the Tenant has argued since 2016, the Housing Provider has charged him a rent increase that far exceeds what is permitted under the law.

Apart from the allegations of retaliation, the primary remaining question concerns the remedies. Evidence shows that as of April 1, 2024, the Housing Provider has overcharged the Tenant by \$52,097. If the overcharges were made in bad faith, the statute calls for remedies of treble that amount of the overcharge.

The Housing Provider contends that it could not have possibly understood the meaning of the law prior to the Commission’s ruling in the *Fineman* case;² i.e., that it is not responsible for violations of the law prior to January 2018. The Rental Housing Commission has already dispatched that claim.

In the current case, it is more important to look at what the Housing Provider did after losing *Fineman*, after losing *District of Columbia v. Equity Residential Management*, and after losing the Rental Housing Commission decision in *Harry Gural v. Equity Residential*, and after enactment of the *Rent Charged Definition Clarification Act*.

After all these crystal-clear signs that the Housing Provider had raised the Tenant’s rent far beyond what is permitted by law, it *continued to knowingly overcharge* the Tenant – by more than \$50,000. What remains to be decided are the remedies.

² [Gabriel Fineman v. Smith Prop. Holdings Van Ness LP](#), RH-TP-16-30,842

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I. MATERIAL FACTS NOT IN DISPUTE

A. FACTS PREVIOUSLY ESTABLISHED BY THE COURT

The Court, in its Order Granting in Part and Denying in Part Housing Provider's Motion for Summary Judgment issued on April 12, 2017, listed the following Material Facts not in Dispute. The Rental Housing Commission's Decision and Order of February 18, 2020, incorporates those facts verbatim. The list of Material Facts below is unchanged, except that the Exhibit numbers associated with those facts have been added in parentheses and italics.

1. The Housing Accommodation located at 3003 Van Ness is owned by Smith Property Holdings Van Ness LP and managed by Equity Residential Management.
2. The Housing Accommodation is subject to the rent stabilization provisions of the Act.
3. Tenant has resided in unit S707 (the Unit) since at least April 1, 2014.
4. Tenant signed a one-year lease on March 19, 2014, for the Unit for the period April 1, 2014, through March 31, 2015. The "term sheet" of the lease identified two "monthly recurring charges:" "Monthly Apartment Rent" of \$2,048 per month and "Monthly Reserved Parking" of \$100. (*Exhibit 117*)
5. The term sheet also identified a "Monthly Recurring Concession" of \$278 per month. The term sheet stated: "The Total Monthly Rent shown above will be adjusted by these lease concession amounts." The concession reduced the amount Tenant was obligated to pay to Housing Provider during the term of the lease from \$2,048 to \$1,870 per month.
6. The lease included a "Concession Addendum." That addendum states in pertinent part:

"You have been granted a monthly recurring concession as reflected on the Term Sheet. The monthly recurring concession will expire and be of no further force and effect as of the Expiration Date shown on the Term Sheet.

Consistent with the provisions of the Rental Housing Act of 1985 (DC Law 6-10) as amended (the Act), we reserve the right to increase your rent once each year. In doing so, we will deliver to you a "Housing Provider's Notice to Tenants of Adjustment in Rent Charged," which will reflect the "new rent charged." If you allow your Lease to roll on a month-to-month basis after the Expiration Date, your monthly rent will be the "new rent charged" amount that is reflected on the Housing Provider's Notice.

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It is understood and agreed by all parties that the monthly recurring concession is being given to you as an inducement to enter into the Lease. You acknowledge and agree that you have read and understand the Lease Concessions provision contained in the Terms and Conditions of your Lease.”

7. Through the term of the written lease, Tenant paid \$1,870 per month to Housing Provider. This sum equals the "Monthly Apartment Rent" and the "Monthly Reserved Parking" combined, less the "Monthly Concession." (*Exhibits 116, 121, 122*)
8. Tenant continued to reside in the Unit after the written lease expired on March 31, 2015.
9. On January 15, 2015, Housing Provider provided Tenant with RAD Form 8, "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" which stated that "your current rent charged" for the Unit would increase from \$2,048 to \$2,118 (a 3.4% increase), effective April 1, 2015. (*Exhibit 127*)
10. On January 27, 2015, Housing Provider filed RAD Form 9, "Certificate of Notice to RAD of Adjustments in Rent Charged," with the Rental Accommodations Division. The appendix attached to the Certificate listed the Unit and stated that the "prior rent" was \$2,048, the increase was \$70, the new "rent charged" was \$2,118, the percentage increase was 3.4%, and the effective date was April 1, 2015. (*Exhibit 125*)
11. For the months April 2015 through March 2016, Tenant paid to Housing Provider \$1,930 each month, which amount included \$100 for reserved parking. (*Exhibits 116, 123, 124*)
12. On January 15, 2016, Housing Provider gave Tenant another RAD Form 8, "Housing Provider's Notice to Tenants of Adjustment in Rent Charged." This one stated that "rent charged" for the Unit would increase from \$2,118 to \$2,192 (a 3.5% increase), effective April 1, 2016. (*Exhibit 128*)
13. On February 2, 2016, Housing Provider filed RAD Form 9, "Certificate of Notice to RAD of Adjustments in Rent Charged," with the Rental Accommodations Division. The appendix attached to that Certificate listed the Unit and noted that the "rent charged" was \$2,118, the increase was \$74, the new "rent charged" was \$2,192, the percentage increase was 3.5%, and the effective date was April 1, 2016. (*Exhibit 126*)
14. Housing Provider agreed to accept \$1,895 for monthly apartment rent starting April 1, 2016, provided Tenant sign a one-year lease which identified "Monthly Apartment Rent" as \$2,192 and provided for a "Monthly Recurring Concession" of \$297. (*Exhibit 142*)
15. Tenant refused to sign the offered lease. (*Exhibit 653*)

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16. On March 25, 2016, Tenant paid Housing Provider \$1,995, which amount included \$100 for reserved parking, for the month of April 2016. (*Exhibit 116*)
17. On April 27, 2016, Housing Provider filed a complaint for non-payment of rent in the Landlord-Tenant Branch of D.C. Superior Court (the LTB Case). It was assigned case number 2016-LTB-010863. (*Exhibit 112*)
18. Tenant filed Tenant Petition 30,818 on May 12, 2016, alleging that Smith Properties Holdings Van Ness LP and Equity Property Management violated various provisions of the Act.
19. At the initial hearing in the LTB Case on May 19, 2016, a Drayton stay was entered by consent. Additionally, a protective order was signed requiring Tenant to pay \$297 per month into the court registry during the pendency of the case. (*Exhibit 113*)
20. In TP 30,818, Housing Provider filed a motion for summary judgment on June 28, 2016. In his response to that motion, Tenant stated that he wished to voluntarily dismiss the Petition without prejudice. Presiding Administrative Law Judge Vergeer granted that request and on July 28, 2016, TP 30,818 was dismissed without prejudice.
21. On August 23, 2016, Housing Provider filed a motion to vacate the Drayton stay in the LTB Case.
22. On August 30, 2016, Tenant filed the Tenant Petition in this matter.
23. On September 1, 2016, Housing Provider's motion to vacate the Drayton stay was denied and the stay remains in place as of the date of this order.

B. OTHER MATERIAL FACTS NOT IN DISPUTE

In addition to the Material Facts not in Dispute that were incorporated from previous Orders by the Office of Administrative Hearings and by the Rental Housing Commission, Tenant states that these additional facts, also are not in dispute:

24. The Tenant's Wells Fargo bank statements of Jan. 28, 2015, and Feb. 25, 2015, show payments of \$1,870 to Equity Residential.
25. The Tenant's Wells Fargo bank statements of Jan. 28, 2016, and Feb. 25, 2016, show payments of \$1,930 to Equity Residential.
26. Equity Residential's online statement to Harry Gural shows a balance on April 1, 2024, of \$52,097.42. (*Updated and attached as Appendix A*)
27. The Court docket for *Equity Residential Management v. Harry Gural*, 2016-LTB-010863, in DC Superior Court, show a Court Ordered Escrow Balance on April 2, 2024, of \$28,474.00. (*Updated and attached as Appendix B*)

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II. RENT INCREASES

A. HOUSING PROVIDER CALCULATED RENT INCREASE BASED ON INFLATED “RENT”

According to the Rent Stabilization provisions³ of the DC rental housing law, the owner of a rent-stabilized apartment building may not impose on a tenant an annual rent increase that exceeds a percentage established for the current year by the Rental Housing Commission multiplied by the current rent charged. The Rental Housing Commission set a maximum rent increase of 3.5% for the period beginning April 1, 2016.

Housing Provider reports an incorrect, inflated “rent charged”

For the rental year beginning on April 1, 2015, the Tenant paid Equity Residential \$1,830 per month for the right to occupy unit S-707, plus \$100 per month for parking. This is confirmed by his Wells Fargo bank statements of Jan. 28, 2016, and Feb. 25, 2016, which show total payments of \$1,930 per month. (*Exhibits 123 and 124*) The Housing Provider accepted the \$1,930 per month as payment in full as evidenced by the Tenant's My Equity Statement. (*Exhibit 116*)

On Jan. 15, 2016, the Housing Provider sent the Tenant a letter announcing that his rent would increase on April 1, 2016. The letter was accompanied by a “Housing Provider's Notice to Tenants of Adjustment in Rent Charged,” DHCD Form RAD-8. (*Exhibit 128*) The form inaccurately stated that the Tenant's current rent charged was \$2,118 – \$288 per month more than the rent that the Tenant actually had been paying. The Housing Provider also stated on the form that the Tenant would be assessed a rent increase of \$74 and that the new rent charged would increase to \$2,192.

³ [D.C. Official Code, § 42-3502. Rent Stabilization Program](#)

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Also on Jan. 15, 2016, the Housing Provider filed a "Certificate of Notice to RAD of Rent Charged," RAD Form 9, with the DC Department of Housing and Community Development ("DHCD"). (*Exhibit 126*) The form includes what the Housing Provider claims are the current rents, rent increases, and new rents for 43 apartment units. On page 2, the Housing Provider again claims, inaccurately, that the Tenant's current rent (\$2,118).

The RAD Form 9 Form is signed by Terri Stachura, listed as an agent for the Housing Provider, under penalty of perjury.

Housing Provider calculated the Tenant's rent increase using the inflated figure

The Rental Housing Commission's maximum percentage rent increase for the rental year from April 2016 to May 2017 was 3.5%. Therefore, the maximum rent increase to the Tenant and the maximum rent for the year beginning in April 2016 should have been calculated this way:

Current rent (\$1,830) x Percentage increase (3.5%) = Maximum rent increase (\$64)

*Current rent (\$1,830) + Maximum rent increase (\$64) = **Maximum new rent (\$1,894)***

However, the Housing Provider used the incorrect, inflated current "rent" listed on the RAD-8 and RAD-9 forms to calculate the maximum rent increase and the maximum new rent for the Tenant. It calculated the new maximum rent this way:

Inflated rent (\$2,118) x Percentage increase (3.5%) = Maximum rent increase (\$74)

*Inflated rent (\$2,118) + Maximum rent increase (\$74) = **Maximum new rent (\$2,192)***

The rent increase of \$362 per month was five times the legal amount

The Housing Provider's use of an incorrect, inflated amount listed on the forms instead of the actual rent paid by the Tenant resulted in calculating a much higher rent increase of \$362 per month, instead of the \$64 per month maximum increase allowed by law. This would be a 20% rent increase over what the Tenant was paying – *more than five*

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times the 3.5% legal limit set by the Rental Housing Commission for that year. On an annual basis, the rent increase would amount to \$4,344.

B. HOUSING PROVIDER PRESSURED TENANT TO SIGN AN INACCURATE LEASE

Tenant attempted to negotiate rent no higher than the maximum legal amount

After receiving the letter and “Housing Provider’s Notice to Tenants of Adjustment in Rent Charged,” Form RAD-8 (*Exhibit 128*), which demanded that the Tenant pay a \$362 per month (20%) rent increase during a year when the maximum percentage increase set by the Rental Housing Commission was only 3.5%, the Tenant decided that he would negotiate a rent increase that did not exceed the maximum legal rent increase for his unit that year.

By the spring of 2016, the Tenant had already confronted the Housing Provider numerous times about rent increases that far exceeded what were permissible by law, both on his own behalf and on behalf of other residents. (*Exhibits 164 and 165.*)⁴ He also had alerted members of the DC Council and the Office of the Tenant Advocate about the Housing Provider’s overcharges. (*Exhibits 616 and 623.*)

The Tenant emailed General Manager Avis DuVall and Regional Manager Jesse Jennell on March 13, 2016, to complain about the Housing Provider’s demand on the RAD-8 Form that he pay a rent increase of \$362 per month. Having spent many hours attempting to help other residents fight illegal rent increases demanded by the Housing Provider, he used blunt language in the subject line of his email to DuVall: “Equity Residential – widespread practice of illegal rent increases – falsified document attached.” The Tenant copied the email to DC Councilmember Mary Cheh, Chief Tenant Advocate Johanna Shreve, Deputy Mayor

⁴ As well as many others not admitted as evidence.

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John Falcicchio, and senior staff members of the DC Council and Office of the Tenant Advocate.

As he had in the previous year, the Tenant explained that the Housing Provider had reported an incorrect, inflated amount as his rent, and had calculated an annual rent increase based on that inflated amount. He stated that the maximum amount he would pay, based on the Rental Housing Commission's published rate of 3.5%, would be \$1,895. Furthermore, he again put the Housing Provider on notice that the rent increase it was demanding was illegal:

"... the key issue here is that Equity has systematically broken the rent control laws of the District of Columbia. I would be happy to meet to discuss a fair rent but I won't pay an increase based on a base rent that deliberately was reported incorrectly to the city." (*Exhibit 147*)

General Manager Avis DuVall replied to the Tenant on March 15, 2016, stripping DC Councilmember Cheh, Chief Tenant Advocate Shreve, and all others who had been copied on the Tenant's email of March 13. DuVall offered to meet the Tenant in person on Friday, March 18 to discuss his rent. They met as planned but they could not come to terms.

The Tenant emailed General Manager Avis Duvall again on March 30, copying Equity Residential Regional Manager Jesse Jennell, DC Councilmember Mary Cheh, Chief Tenant Advocate Johanna Shreve, Deputy Mayor John Falcicchio, and others. (*Exhibit 140*) He reiterated his position that Equity Residential had falsely reported his rent, and that it was attempting to calculate a rent increase based on that incorrect, inflated amount. He again warned that such rent increases are "clearly illegal under DC law."

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Housing Provider agreed to a smaller rent increase if Tenant signed lease with inflated “rent charged”

On April 1, General Manager Avis DuVall responded to the Tenant's email, again removing Councilmember Cheh, Chief Tenant Advocate Shreve, Deputy Mayor Falcicchio, and all others whom the Tenant had copied on his March 30 email. (*Exhibit 142*)

DuVall stated that she would offer the Tenant a \$297 per month “concession” – supposedly a discount – that would enable him to pay no more than the legal rent increase that he had calculated, with a new monthly rent of \$1,895. DuVall agreed to charge exactly the maximum legal rent for the new year, suggesting that the Housing Provider knew that if it charged the Tenant more than the maximum legal rent it might create legal jeopardy.⁵

However, DuVall's email stated that the “concession” would only be offered if the Tenant signed a new 12-month lease, even though DC law allows tenants to go month-to-month after the first year. (D.C. Official Code §42–3505.01)⁶ The lease would list the new rent as \$2,192 – a false, inflated amount – and the Tenant would be forced to sign.

Housing Provider's rent “concession” was a method of maintaining a rent ceiling

At the time that the Housing Provider was claiming that the “rent” on the Tenant's apartment was \$2,192 per month and that it was offering the Tenant a \$297 per month “rent concession,” presumably a discount, the Housing Provider's online advertisements posted on its website showed that one-bedroom apartments were being offered for far less than the Housing Provider intended to list as the “rent charged” on the Tenant's unit. (*Exhibit 130*)

⁵ After prolonged negotiations with other residents about rent increases on their units, the Housing Provider frequently gave in to their demand, made with the assistance of the Tenant, for the Housing Provider not to charge more than the maximum legal rent increase. The Housing Provider appeared to be hedging against potential legal liability. Written testimony by other residents was not permitted as evidence when this case was first heard in 2017.

⁶ [§ 42–3505.01, Evictions](#)

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Specifically, the online advertisements listed one-bedroom units for \$1,675, \$1,680, \$1,740, \$1,745, \$1,770 (two units), \$1,790 (two units), \$1,800, \$1,810, \$1,815 (two units), \$1,820, \$1,830 (two units), \$1,835 (two units), \$1,840 (two units), \$1,850 (two units), \$1,865, \$1,880, \$1,890, \$1,895 (two units), \$1,915, \$1,940 (two units), \$1,945, \$1,950, and \$1,955, \$1,970, \$1,980, \$1,995, \$2,000, and \$2,050. The rent that the Housing Provider demanded that the Tenant pay (\$2,192) would not only be more than the legal amount, it also would be \$142 more expensive than any other one-bedroom unit advertised.

It is clear that the rent “concession” that the Housing Provider offered to the Tenant was not a discount but an accounting trick that would enable the Housing Provider to file incorrect, inflated “rents charged” with the city. The Housing Provider pressured the Tenant to sign a lease with the inflated amount listed as the “rent” so that it could calculate a rent increase a year the following year on the basis of the inflated rent.

In effect, the amounts that that Housing Provider had listed on official filings to DC Department of Housing and Community Development – the RAD-8 and RAD-9 forms – were not actual “rents,” they were rent ceilings. However, rent ceilings were illegal and had been specifically abolished by the *Rent Control Reform Amendment Act of 2006*,⁷ D.C. Official Code § 42–3502.06, “Rent ceilings abolished)”⁸

C. HOUSING PROVIDER FILED SUIT AGAINST TENANT AND THREATENED EVICTION

Tenant voluntarily paid the maximum legal rent increase

The Tenant voluntarily began paying the new maximum legal rent on his unit (\$1,895 plus \$100 parking) on March 23, 2016. However, the Housing Provider continued to claim

⁷ [Rent Control Reform Amendment Act of 2006](#)

⁸ [§ 42–3502.06. Rent ceilings abolished](#)

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that because the Tenant had refused to sign a lease with a higher amount listed as the “rent charged,” he would be forced to pay \$2,192.

On April 1, 2016, the Tenant wrote an email to General Manager Avis DuVall, copied to Councilmember Mary Cheh, Chief Tenant Advocate Johanna Shreve, and others, stating:

“Increases beyond those stipulated in rent control law are illegal. Moreover, you cannot force me to sign a lease to get the (maximum) increase allowed by law. This also is illegal....” “If your lawyers are so confident that they are right they should sue me.” (*Exhibit 653*)

Housing Provider filed suit against Tenant in DC Superior Court

On April 25, the Housing Provider filed a Verified Complaint for Possession of Real Property against the Tenant in the Landlord and Tenant Branch of DC Superior Court, claiming that the Tenant had failed to pay \$297 in rent. (*Exhibit 112*) The Verified Complaint states in point #3:

“Plaintiff seeks possession of property located at 3003 Van Ness, Apt. S-707, Washington, D.C. Property is in possession of the Defendant, a tenant who holds it without right. Plaintiff seeks possession of property because Defendant failed to pay \$297, total rent due from April 1, 2016, to April 30, 2016. The monthly rent is \$2,192.”

Joshua Greenberg and Debra Leege of Greenstein, DeLorme and Luchs were listed as the Housing Provider's attorneys. The complaint was signed by General Manager Avis DuVall, as the Housing Provider's authorized agent, under penalty of perjury. (*Exhibit 112*)

On the same day, Attorney Joshua Greenberg sent a letter to the Tenant with the subject line, “Notice of Landlord's Reservation of Rights.” (*Exhibit 655*) Greenberg claimed that “Tenant's analysis is incorrect as Landlord has not, in any manner, violated applicable law.” He also stated that although the Tenant had paid \$1,995 (rent plus parking) on March 23, the Housing Provider claimed that the total amount owed was \$2,192 – leaving a balance

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due for April of \$297. Furthermore, Greenberg claimed that the Housing Provider would accept the Tenant's monthly payments of \$1,995 but would reserve its right to evict the him.

Tenant is forced to pay \$297 per month into escrow – more than \$28,000 to date

A hearing was held in the Landlord and Tenant Branch of DC Superior Court on May 19, 2016, with Judge John Campbell presiding. Attorney Joshua M. Greenberg requested, and the Court granted, imposition on the Tenant of a Protective Order in the amount of \$297 per month. (*Exhibit 113*) The Tenant would be forced to pay \$297 per month into escrow in the court registry until the Tenant's petition against Equity Residential / Smith Property Holdings Van Ness LP could be adjudicated in the Office of the Administrative Hearings. In the almost eight years since the date of the hearing, in addition to his full legal rent paid in full, *the Tenant has paid out-of-pocket into escrow \$28,474.*

D. PROPOSED CONCLUSIONS OF LAW

The law states that rent increases are to be calculated on the current rent charged

The D.C. Official Code states that a Housing Provider may increase the rent on an occupied unit by an amount calculated by multiplying the current rent by a measure of inflation determined by the Rental Housing Commission plus 2% (for residents under age 62). Specifically, the law states that the annual rent increase:

“Shall not exceed the current allowable amount of rent charged for the unit, plus the adjustment of general applicability plus 2%, taken as a percentage of the current allowable amount of rent charged; provided, that the total adjustment shall not exceed 10% (D.C. Official Code §42–3502.08).”

The Housing Provider contends that the “rent charged” for a unit can be an amount that substantially exceeds the rent that is actually charged. In the current case, it claims that that Tenant's rent charged from April 2015 to March 2016 was \$2,118 – the amount it put on

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the RAD-8 form given to the Tenant and the RAD-9 form filed with the city. The Tenant disagrees, arguing that the words “rent charged” have the plain English meaning of “rent that is charged,” the amount that the Housing Provider actually demands or receives from the tenant to occupy the rental unit – in the current case, \$1,830.

Commission ruled that “rent charged” means rent that is actually charged

The Commission has confirmed that the Tenant is correct. In its Decision and Order in *Fineman*, it specifically states that:

“... the meaning of the phrase “rent charged in the [Rental Housing] Act’s sometimes conflicting text should, ordinarily, be construed based on the Act’s definition of “rent” as “the entire amount of money, money’s worth, benefit, bonus, or gratuity,” that “is actually “demanded, received, or charged by a housing provider as a condition of occupancy or use of a rental units. (D.C. Official Code § 42–3501.03(28))⁹

The Commission further rules in *Fineman* that the determination of the “rent charged” should be based on records of what actually was demanded or received as a condition of occupancy.

“In determining what amount of rent has been charged, the Commission looks to the course of dealings between a tenant and a housing provider to determine how much money or value was demanded or received as a “condition of occupancy” of a particular rental unit.”¹⁰

Commission stated that actual rent must be used for calculating rent increases

The Rental Housing Commission, having determined that the words “rent charged” mean rent that is actually charged, proceeds to make clear that this amount is the legal basis for calculating maximum annual rent increases in rent-stabilized rental units.

“... the Commission determines that the “rent charged” that must be used as the basis for calculating and reporting rent adjustments on the RAD

⁹ [§ 42–3501.03. Definitions](#)

¹⁰ [Gabriel Fineman v. Smith Prop. Holdings Van Ness LP](#), RH-TP-16-30,842

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Forms, in accordance with the statutory meaning of the term "rent" in the Act, is the amount actually demanded, received, or charged as a condition of occupancy of a rental unit, rather than a maximum legal limit that may be preserved by a housing provider. D.C. OFFICIAL CODE § 42-3501.03(28) (2012 Repl.).” (*Fineman*)¹¹

In other words, the Tenant is correct in arguing that the maximum rent increase must be based on the current rent that is actually charged. As the Rental Housing Commission had sent the maximum percentage increase for the period at 3.5%, the maximum rent for the Tenant beginning in April 2016 should have been – as he has stated – \$1,894, not \$2,192 as the Housing Provider has claimed.

Commission says that Gural and Fineman cases are indistinguishable

The Rental Housing Commission further states that the Tenant’s case and *Fineman* are indistinguishable on these issues:

“In this case, the Tenant resides at the same Housing Accommodation with the same Housing Provider and an identical concession addendum to his lease (other than the amount of rent) as was at issue in *Fineman*. The Housing Provider acknowledges that the two cases are not factually distinguishable on this issue. Hearing CD (RHC Mar. 19, 2019) at 11:29.” (*Gural*)

Commission finds that the Housing Provider’s “rent charged” is a rent ceiling

In its Decision and Order in the present case, the Rental Housing Commission not only re-affirms what “rent charged” is; it also specifically says what it is not – a rent ceiling. It states that upon reviewing applicable law as well as the legislative history of the *Rent Control Reform Amendment Act of 2006*:

“The Commission concluded that the phrase "rent charged" is intended to refer to the rent actually demanded or received from a tenant and that the Act does not permit a housing provider to use the RAD forms to preserve a

¹¹ [Gabriel Fineman v. Smith Prop. Holdings Van Ness LP](#), RH-TP-16-30,842; [D.C. Official Code § 42-3501.03\(28\)](#)

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maximum, legal rent in excess of what is actually charged. *Fineman*, RH-TP-16-30,842, at 31-32. Reviewing the lease agreements between the Housing Provider and the tenant in that case, the Commission found no basis in the course of dealings between the parties to treat the higher amount of rent stated in the leases and on the RAD forms as having ever been an actual "condition of occupancy or use of [the] rental unit." *Id.* at 35-36 (quoting D.C. OFFICIAL CODE § 42-3501.03(28) (2012 Repl.) (defining "rent")).” (*Gural*)

Rent ceilings had been abolished in landmark 2006 legislation

The D.C. Council specifically abolished rent ceilings when it passed the *Rent Control Reform Amendment Act of 2006*. (D.C. Official Code §42–3502.06)¹²

The Rental Housing Commission cited the 2006 law when it repudiated the Housing Provider’s claim that the Rental Housing Act allows housing providers to preserve a maximum legal rent – an effective rent ceiling – for future implementation:

“For the reasons described supra at 17-31, the Commission is not persuaded that preservation of a maximum legal rent level is consistent with the language, structure, or remedial purposes the Act generally and the purposes of the abolition of rent ceilings specifically. See D.C. OFFICIAL CODE§ 42-3501.02 (2012 Repl.); *Goodman*, 573 A.2d at 1299; *James Parreco & Son*, 567 A.2d at 44; 2006 Committee Report at 15.”¹³

Treating “rent charged” as a “maximum legal rent” subverts one of the main purposes of the rent stabilization provisions of the law. Under the Housing Provider’s interpretation of the words “rent charged,” the rent stabilization provisions of the Rental Housing Act would do little if anything to slow increases in the cost of rental housing.

¹² [Rent Control Reform Amendment Act of 2006; §42–3502.06. Rent ceilings abolished](#)

¹³ [Fineman](#)

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III. OVERCHARGES

A. HOUSING PROVIDER IMPOSED ADDITIONAL ILLEGAL RENT INCREASES

The Housing Provider began overcharging the Tenant in April 2016

On March 1, 2016, before the Housing Provider unilaterally increased its rent demands, the Tenant's My Equity statement showed a zero balance. (*Exhibit 116*) The Tenant then voluntarily increased his rent payment by the maximum legal rent increase, multiplying his then current rent (\$1,830) by the percentage set by the Rental Housing Commission (3.5%) – calculating a rent increase of \$64.05, which he rounded up to \$65. On March 23, he remitted an electronic payment to the Housing Provider in the sum of \$1,995 -- \$1,895 plus \$100 for parking.

On April 1, the Housing Provider charged the Tenant's account \$2,192, what it claimed was the Tenant's new rent for the period between April 2016 and March 2017. The difference between what the Tenant paid voluntarily and what the Housing Provider charged his account was \$297.

The Rental Housing Commission's decision in *Gural* suggests very strongly that the Housing Provider's demand for \$297 was an overcharge. However, the Housing Provider's attorneys had convinced the judge in the Landlord and Tenant Branch of DC Superior Court to impose protective order, under which the Tenant is forced to pay into escrow \$297 per month in addition to the maximum legal rent he pays in full.

The Housing Provider substantially increased overcharges over eight years

In April 2017, eight months after the Tenant had filed his petition, the Housing Provider illegally raised the Tenant's monthly rent again, this time from \$2,192 to \$2,236 – again calculating the rent increase based on the inaccurate and inflated “rent charged.” Then

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in April 2018, it raised the rent to \$2,305. In April 2019, the Housing Provider raised the rent to \$2,383. Rents were frozen citywide in 2020 and 2021 due to the COVID pandemic. Then in March 2022, the Housing Provider raised the rent to \$2,454. Finally, in October 2023, it raised the rent to \$2,601 (*Exhibit 116, also updated and attached as Exhibit A*)

In addition, every month, beginning in April 2016, the Housing Provider added “auto late fees,” sometimes upward of \$300 per month, to the Tenant’s account. The Housing Provider also occasionally added other mysterious fees, e.g., a “reservation fee” of \$250. Housing Provider sometimes credited the Tenant’s account for a “legal compliance fee.”

Overcharges currently exceed \$50,000

While it is difficult to sort out the many fees that were added and the fewer that were subtracted, it is easy to notice a pattern – the balance went up and up. The statement balance on April 1, 2024 – the amount the Housing Provider says that the Tenant owes – was \$52,097.42. (*Exhibit A*)

B. OVERCHARGES WERE MADE IN BAD FAITH

Housing Provider denies that it knows the meaning of the word “rent”

Equity Residential is \$24 billion Real Estate Investment Trust, listed on the New York Stock exchange as EQR,¹⁴ that owns or manages tens of thousands of rental housing units in the United States. Given its substantial experience in the rental housing industry, it is extremely difficult to imagine that senior employees of the corporation do not know the meaning of the word “rent” or the phrase “rent charged.”

¹⁴ Add footnote for EQR

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However, this is precisely the claim that the Housing Provider has been making in litigation of this case for the past eight years. At the evidentiary hearing on Feb. 28, 2024, Josh Luper, the current General Manager of 3003 Van Ness, claimed that he did not know the meaning of the word “rent.” It is simply implausible that the Housing Provider has not known the meaning of the word “rent” or of the phrase “rent charged,” and that it was genuinely surprised by the Rental Housing Commission’s decision in *Gural* and *Fineman*. It is much more likely that the Housing Provider knew very well the meaning of these common words, and that it was deliberately overcharging tenants, including Gural, *in bad faith*.

Housing Provider overcharged Tenant even after losing multiple court decisions

There is no clearer evidence that the Housing Provider overcharges were in bad faith than the fact that it continues to overcharge the Tenant today – even after the Rental Housing Commission ruled against it in *Gabriel Fineman v. Smith Property Holdings Van Ness LP* (Jan. 18, 2018), after the Rental Housing Commission ruled against it in *Harry Gural v. Equity Residential / Smith Property Holdings Van Ness LP* (Feb. 18, 2020), after a DC Superior Court judge ruled against it in *District of Columbia v. Equity Residential Management* (April 23, 2021), and after it was forced to pay \$1 million in restitution to residents of 3003 Van Ness as a result of the Superior Court decision (Oct. 8, 2021).

Moreover, the Housing Provider has abandoned further legal action in *District of Columbia v. Equity Residential Management* and *Gabriel Fineman v. Smith Property Holdings Van Ness LP*. The Rental Housing Commission has stated that *Fineman* and *Gural* are indistinguishable on issues related to rent increase, yet the Housing Provider continues to overcharge the Tenant event after abandoning *Fineman*.

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Likewise, even after enactment of the *Rent Charged Definition Clarification Act* (Jan. 16, 2019), it continues to overcharge the Tenant.

The fact that the even after these extremely strong indications that the Housing Provider's rent policies have been illegal, it continues to overcharge the Tenant and to claim that he owes more than \$50,000, and that it continues to refuse to lift the \$28,474 protective order in Superior Court (Appendix C), are clear evidence that the Housing Provider's overcharges of the Tenant were made in bad faith.

District officials warned Housing Provider that its rent increases were illegal

Since at least September 2015, District of Columbia officials warned the Housing Provider that its method of reporting inflated rents and calculating extremely high rent increases was likely illegal. The fact that the Housing Provider ignored their warnings is additional evidence that its overcharges were in bad faith.

Joel Cohn, Legislative Director of the DC Office of the Tenant Advocate, wrote an email (*Exhibit 616*) addressed to Cheh's chief of staff Jonathan Willingham, Equity Residential Regional Manager Jesse Jennell, Equity Residential Property Manager Avis DuVall, Equity Residential Leasing Agent James Purnell, Chief Tenant Advocate Johanna Shreve, Councilmember Mary Cheh, Harry Gural, and others, stating that:

“As Harry is well aware, we at the OTA [Office of the Tenant Advocate] believe that rent concessions – when used in this manner -- *violate a number of provisions in the rent control law*. The issue has been litigated, however as yet we have no judicial clarity on the matter. Nor to my knowledge have all the legal arguments yet been made. *The OTA is discussing more comprehensive & collective litigation* with Harry & the Van Ness South TA.” *[emphasis added]*

“The bottom line is -- rent concessions are often used to misreport rent charged amounts to the Rent Administrator & establish illicit de facto rent ceilings (which the Council abolished in 2006), thereby eviscerating the

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affordability of rent control units. The OTA is seeking resolution in court and at the Council.” (*Exhibit 616*)

Similarly, DC Councilmember Mary Cheh copied General Manager Avis DuVall on an email to Legislative Director Joel Cohn of the Office of the Tenant Advocate, Chief Tenant Advocate Johanna Shreve, and others stating:

“Joel – Please look into this for the tenants. I think they need your assistance to protect their rights under the law.” (*Exhibit 626*)

Housing Provider demanded extremely high rent increases of many other tenants

There is ample evidence that the Housing Provider demanded extremely high rent increases from other residents of 3003 Van Ness. For example, an email sent by Equity Residential Regional Property Manager Jesse Jennell to Gural, includes a forwarded email from residents Charlie and Amelia Finch to Jennell about Equity’s demand that they pay a rent increase of almost \$500. Finch stated that Equity had falsely reported that his previous rent was \$2,648 per month when in fact it was \$2,085 per month. (*Exhibit 164*)

Another email from Jesse Jennell to Gural, includes at the bottom previous emails between residents Justin and Emma Pennisi, and Jesse Jennell. (*Exhibit 165*) The Pennisi’s object to plans by Equity Residential to raise their rent from \$1,855 per month to \$3,617 per month – an increase of more than \$1,700 per month (more than \$21,000 per year).

Another email shows that Equity Residential knew that it was demanding rent increases that vastly exceeded the percentages set by the Rental Housing Commission. On Sept. 23, 2015, during a period in which the maximum legal rent increase set by the RHC was 3.4%, General Manager Avis DuVall sent an email to Regional Manager Jesse Jennell about proposed rent increases to residents Benjamin Serinsky and Samantha Hassard.

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(*Exhibit 637*)¹⁵ DuVall recommends that the Housing Provider offer Serinsky and Hassard a rent of \$2,045 for the next rental year, which in her words “would represent a 9.35% increase over their current rent of \$1,870.” The maximum legal rent increase set by the Rental Housing Commission for that period was only 3.4%. DuVall was recommending a rent increase that was almost triple the legal limit.

An email from Avis DuVall to Jesse Jennell on Oct. 13, 2015, suggests that DuVall was aware that the Housing Provider’s rent increases practices may be illegal. (*Exhibit 624*)¹⁶ She quotes legal language sent to her by resident Gabriel Fineman:

“Rent” means the entire amount of money, money’s worth, benefit, bonus, or gratuity demanded, received, or charged by a housing provider as a condition of occupancy or use of a rental unit, its related services, and its related facilities. (D.C. Official Code § 42–3501.03 Definitions)¹⁷

DuVall asks Jennell to “Please let me know if okay for me to respond, or if we need to run this by legal.” While Jennell’s response has not been made public, it is clear that the Housing Provider had not only been warned by tenants that its rent practices may be illegal, it was provided the exact legal language that would lead to that conclusion.

Internal records show that Housing Provider systematically reported inflated rents

Internal Equity Residential documents (*Exhibits 651 and 652*) recovered as the result of limited discovery permitted by this Court¹⁸ reveal that the Housing Provider systematically recorded “rents charged” on one-bedroom apartments that substantially

¹⁵ The Court denied introduction of Exhibit 637 into evidence at the evidentiary hearing on Feb. 28, 2024. Tenant subsequently filed a motion for reconsideration on March 12, 2024, requesting that Exhibit 637 and others be admitted as evidence.

¹⁶ The Court denied introduction of Exhibit 638 into evidence at the evidentiary hearing on Feb. 28, 2024. Tenant subsequently filed a motion for reconsideration on March 12, 2024, requesting that Exhibit 637 and others be admitted as evidence.

¹⁷ [D.C. Official Code § 42–3501.03 Definitions](#)

¹⁸ Reference the court order

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exceed \$3,000 per month – more than \$1,000 per month above market rates at that time.

(Exhibit X) In addition, the documents reveal that the Housing Provider systematically based annual rent increases on those highly inflated “rents.”¹⁹ These documents reveal that the Housing Provider had a systematic practice of demanding rent increases in bad faith. Information recovered via a Freedom of Information Act request, not admitted as evidence, suggest that the practice of filing incorrect, inflated rents was extensive.²⁰

Housing Provider eventually stopped overcharging residents – except for the Tenant

In approximately 2019, it appears from rent filings from the Rental Accommodations Division, now available online²¹, that the Housing Provider appears to have ceased using incorrect, inflated “rents charged” on official rent filings to the city and as the basis for calculating annual rent increases in rent-stabilized apartment units. Hundreds of rent filings with DHCD show that the Housing Provider substantially decreased the amounts of “rents charged” that it reported to the city.²² Presumably, it is now basing rent increases on the current rent that actually is charged – it is clear that the Housing Provider knows that to do otherwise would be illegal.

Nevertheless, the Housing Provider continues to overcharge the Tenant – and apparently only the Tenant – claiming that he owes more than \$50,000.

¹⁹ Exhibits 651 and 652 were not admitted as evidence during the Feb. 28, 2024, evidentiary hearing, but on March 12 the Tenant filed a request for the Court to reconsider admitting those two exhibits and four others.

²⁰ [Rent filings to the Rental Accommodations Division recovered by FOIA](#)

²¹ [Searchable online rent filings](#) at the Department of Housing and Community Development

²² [Searchable online rent filings](#) at the Department of Housing and Community Development

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C. PROPOSED CONCLUSIONS OF LAW

Legal analysis regarding overcharges will appear in Section V below about remedies for overcharges that are made in bad faith.

IV. RETALIATION

The Rental Housing Commission has remanded for final adjudication two related claims of retaliation by the Tenant, First, he alleges that the Housing Provider retaliated against him by demanding that he sign a new lease with a false amount listed as the “rent charged.” Second, the Tenant alleges that the Housing Provider retaliated against him by filing suit against him and threatening eviction in the Landlord and Tenant Branch of DC Superior Court.

The law creates a higher level of legal protection for those who, like the Tenant, have engaged in certain “protected activities,” including having “organized, been a member of, or been involved in any lawful activities pertaining to a tenant organization.” It states that for persons who engage in such activities, the court “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.” (§42–3505.02)²³

A. TENANT ENGAGED IN PROTECTED ACTIVITIES

Tenant association president helps other residents fight illegal rent increases

The Tenant has served as the president of the Van Ness South Tenants Association, representing the residents of the housing accommodation at 3003 Van Ness, since 2015.

²³ [§42–3505.02. Retaliatory action](#)

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From 2015 until at least 2019, he was directly engaged in the types of protected activities that are defined by the statute. Specifically, over the year prior to the filing of the Tenant's petition in August 2016, he spent many hours helping other tenants who came to him as tenant association president with claims that the Housing Provider was demanding of them extremely high rent increases.

For example, an email of Oct. 20, 2015, sent by the Tenant to Property Manager Avis DuVall and copied to DC Councilmember Mary Cheh, Chief Tenant Advocate Johanna Shreve, and others, requested that the Housing Provider stop efforts to overcharge resident Gabriel Fineman, a senior citizen. (*Exhibit 623*) The email includes forwarded an email from Fineman to DuVall, in which Fineman reports that the Housing Provider falsely claimed that his current rent was \$3,114, when in fact bank records showed that the Housing Provider was deducting only \$2,169 via autopay – the Housing Provider inflated Fineman's rent by \$945. Based on this incorrect, inflated "rent," the Housing Provider demanded from Fineman, a senior citizen, a rent increase of \$941 per month – more than \$11,000 per year – a \$46% rent increase.

An email of September 22, 2015, shows that the Tenant attempted to help residents Benjamin Serinsky and Samantha Hassard fight the Housing Provider's attempt to raise their rent from \$1,874 to \$2,734 per month, an \$864 per month increase. (*Exhibit 616*) The Tenant forwarded Serinsky's complaint to Property Manager Avis DuVall and Regional Manager Jesse Jennell, copying DC Councilmember Mary Cheh.

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The Tenant testified in a 2017 affidavit and in evidentiary hearings that he has helped well over 75 residents fight demands by the Housing Provider for rent increases that far exceed what is permitted under the rent stabilization statute.²⁴

B. RETALIATION #1 – PRESSURING TENANT TO SIGN A LEASE WITH AN INCORRECT RENT

As accounted in Section II.B above, in the spring of 2016, the Housing Provider pressured the Tenant to sign a new lease with an incorrect, inflated amount listed as the “rent charged.” (*Exhibit 141*) By law, a Tenant has the right not to sign a lease after the first year of tenancy. (D.C. Official Code §42–3505.01)²⁵

Evidence shows that the Housing Provider was aware of the law. In an email of May 3, 2016, Equity Residential General Manager for 3003 Van Ness, Avis Duvall, conceded to the Tenant that he had not signed a lease for the rental year beginning in April 2015. (*Exhibit 144*) DuVall’s email states: “As a month-to-month resident you are not required to sign a lease.”

C. RETALIATION #2 – FILING SUIT AGAINST TENANT IN SUPERIOR COURT

As accounted previously, the Tenant refused to sign a lease with an inflated amount listed as the “rent charged.” However, he voluntarily accepted the maximum legal increase allowed by law and he paid the maximum new rent for the year beginning April 1, 2016.

In less than a month, on April 25, the Housing Provider filed suit against the Tenant for supposed underpayment of only \$297 – an exceptionally small amount. General Manager

²⁴ The Tenant attempted to submit as evidence other emails from 2015 demonstrating that he attempted to help other residents, including Pat Remick, Chara and Maya Annaberdiev, and Charlie and Amelia Finch, but these emails were not admitted by the Court. (*Exhibits 159, 160, 161, 162, 617, 618, 619, 620, 621, and 622*)

²⁵ [§42–3505.01. Evictions](#)

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Avis DuVall, under cross examination in the evidentiary hearing of May 24, 2017, could not remember another instance of a tenant being sued for such a small amount.

Notably, the Housing Provider did not file suit against the Tenant in the spring of the previous year (2015), when he also refused to sign a lease with an incorrect, inflated amount listed as the “rent charged.” However, at that time he had not yet begun attempting to help other residents fight the Housing Provider’s demands for exceptionally large rent increases that far exceeded the percentage increase allowed by law. The Tenant contends that the Housing Provider filed the lawsuit against him in April 2016 because of his advocacy on behalf of other residents.

D. PROPOSED CONCLUSIONS OF LAW

Housing Provider must prove that retaliation did not take place

The law requires that a Court presume that retaliation has occurred if the tenant has participated in certain defined, protected actions – including participating in a tenant association. In addition, the Housing Provider has a higher standard of proof to rebut the charge that retaliation has taken place – it must show “clear and convincing evidence to rebut this presumption.” The statute states:

“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... (§42–3505.02(b)) Organized, been a member of, or been involved in any lawful activities pertaining to a tenant organization. (§42–3505.02(b)(4))²⁶

²⁶ [§42–3505.02. Retaliatory action](#)

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The Rental Housing Commission, in its Decision and Order in *Gural*, cites precedents that cite or explain the statute:

“If a tenant establishes a presumption of retaliation under D.C. OFFICIAL CODE § 42-3505.02(b), the evidentiary burden shifts to the housing provider to come forward with "clear and convincing" evidence that its actions were not retaliatory, that is, not "intentionally taken . . . to injure or get back the tenant for having exercised" the protected right. 14 DCMR § 4303.1; *Gomez v. Independence Mgmt. of Delaware. Inc.*, 967 A.2d 1276, 1291 (D.C. 2009) (citing *Robinson v. Diamond Rous. Corp.*, 463 F.2d 853, 865 (1972) ("Once the presumption is established, it is then up to the landlord to rebut it by demonstrating that he is motivated by some legitimate business purpose rather than by the illicit motive which would otherwise be presumed.")).” (*Gural*, page 20)

The legal standard for proof is “clear and convincing evidence”

The Rental Housing Commission provides the definition of “clear and convincing evidence” cited by the statute:

"Clear and convincing evidence" has been defined by the DCCA as "the evidentiary standard that lies somewhere between a preponderance of evidence and evidence probative beyond a reasonable doubt." (*Gural*, page 20)

Furthermore, the Commission’s Decision and Order in *Gural* provides cites a precedent demonstrating that there is a very high bar for demonstrating “clear and convincing evidence:”

“If the housing provider does not rebut the presumption of retaliation with clear and convincing evidence, an ALJ is required to enter judgment in favor of the tenant. *Smith v. Christian*, TP 27,661 (RHC Sept. 23, 2005) at 22-23 (upholding determination that housing provider failed to produce clear and convincing evidence that rent increase was not retaliatory where housing provider testified about increased expenses for the housing accommodation as a whole, but was unable to show that the tenant's rent increase was proportional to the expenses attributable to her unit). Moreover, "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.”

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Housing Provider has provided insufficient evidence that retaliation did not occur

The Rental Housing Commission’s Decision and Order in *Gural* demonstrates that the bar is high for a housing provider to disprove an allegation of retaliation by an active member of a tenant association. The Housing Provider has provided no “clear and convincing evidence” that it did not retaliate against the Tenant by demanding that he sign a lease with a false amount listed as the “rent charged” and by filing a lawsuit against him.

V. REMEDIES

A. COMMISSION REJECTS HOUSING PROVIDER’S ARGUMENTS ABOUT “RETROACTIVITY”

Commission rejects claim that Fineman ruling does not apply before 2018

The issue of remedies in turn depends in part on the question of the period of time for which the Housing Provider is liable for violations of the rent stabilization statute and thus responsible for remedies. The Housing Provider argued in its Brief on Appeal to the Rental Housing Commission that it is not legally responsible for overcharges that may have occurred before the Commission’s decision in *Fineman* in January 2018. The Commission rejected this argument in its Decision and Order in *Gural*, writing that:

“The Commission is satisfied that its determinations in *Fineman* are correct interpretations of the Act and that the statutory interpretation articulated in that case applies here. We start from the principle that “judicial decisions interpreting statutes are “given full retroactive effect in all cases still open on direct review and as to all events, regardless of whether such events predate or postdate our announcement of the rule.” *Zanders v. Baker*, 207 A.3d 1129, 1139 (D.C. 2019) (quoting *Harper v. Va. Dep’t of Taxation*, 509 U.S. 86, 97 (1993)).” (*Gural*, page 10)²⁷

²⁷ [*Harry Gural v. Equity Residential / Smith Property Holdings Van Ness LP*](#), RH-TP-16-30,855

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The Housing Provider was not satisfied with the Rental Housing Commission’s decision regarding its argument about *Fineman* and retroactivity, so it made the argument again in a Motion for Partial Summary Judgment filed with this Court on Jan. 23, 2023. The Housing Provider again claimed that it is not responsible for overcharges that occurred before the Rental Housing Commission’s Final Order in the *Fineman* case on Jan. 18, 2018. The Housing Provider bases its claim on the final decision in *District of Columbia v. Equity Residential Management*, which found that *Fineman* “constituted legislative rulemaking.”

This Court, in its Order Denying Housing Provider’s Motion for Partial Summary Judgment of May 2, 2023, rejected the Housing Provider’s reliance on the Superior Court decision:

“I disagree for two interconnected reasons. First, the Commission - not the Superior Court - has appellate authority to review Final Orders issued by OAH ALJs regarding matters brought under the RHA.²⁸ District of Columbia Municipal Regulations also give the Commission direct authority to review RHA decisions issued by OAH.²⁹ Review of decisions issued by the Commission are appealable to, and can only be reviewed by, the Court of Appeals.³⁰”

“Second, that the *Fineman* decision may be applied retroactively is the law of this case and I am bound to follow it. In this matter, Tenant appealed, among other things, the dismissal of his claim that the rent increase was greater than that permitted under the RHA. The Commission reversed the dismissal of that claim and remanded the matter to this administrative court. In doing so, the Commission specifically held that the *Fineman* decision could be applied retroactively.³¹”

²⁸ D.C. Official Code §42-3502.02 (the Rental Housing Commission shall decide appeals brought to it from decisions of the Rent Administrator or the Office of Administrative Hearings, including appeals under the Rental Accommodations Act of 1975, the Rental Housing Act of 1977, and the Rental Housing Act of 1980.”).

²⁹ 14 DCMR 3802.1 states: "Any party aggrieved in whole or in part by a final order of the Rent Administrator or the Office of Administrative Hearings on a matter arising under the Act may obtain review of the order by filing a notice of appeal with the Commission."

³⁰ D.C. Official Code §42-3502.19.

³¹ [*Harry Gural v. Equity Residential / Smith Property Holdings Van Ness LP*](#), RH-TP-16-30,855

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Commission rules Rent Charged Definition Clarification Act did not change the law

The Tenant has argued that the term “rent charged” has the simple English meaning of “rent that is charged.” Prior to the passage of the *Rent Charged Definition Clarification Act of 2018*, “rent charged” was not a defined term. Instead, Chapter 35 simply defined the word “rent:”

“‘Rent’ means the entire amount of money, money’s worth, benefit, bonus, or gratuity demanded, received, or charged by a housing provider as a condition of occupancy or use of a rental unit, its related services, and its related facilities.” (D.C. Official Code §42–3501.03)³²

The *Rent Charged Definition Clarification Act of 2018*, which was signed into law on January 16, 2019, very closely approximates the definition of the word “rent” in the statute. It also reinforces the Rental Housing Commission decision in *Gabriel Fineman vs. Smith Property Holdings Van Ness LP*.

“‘Rent charged’ means the entire amount of money, money’s worth, benefit, bonus, or gratuity a tenant must actually pay to a housing provider as a condition of occupancy or use of a rental unit, its related services, and its related facilities, pursuant to the Rent Stabilization Program.”

The Housing Provider argued in its Brief on Appeal to the Rental Housing Commission that the *Rent Charged Definition Clarification Amendment Act of 2018*,³³ fundamentally changed the law and that the Housing Provider therefore cannot be liable for actions taken before enactment of the Act on Jan. 16, 2019. The Commission rejected that logic, finding in its Decision and Order that:

“The Housing Provider asserts that the Clarification Act is a substantial departure from prior law, thus altering its vested rights. The Commission is satisfied, however, that the Clarification Act does not result in any change in the legal standards that applied to the Housing Provider from 2006 to

³² [§42–3501.03. Rental Housing Generally: Definitions](#)

³³ [Rent Charged Definition Clarification Amendment Act of 2018](#)

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2019. The Clarification Act essentially ratified the Commission's decision in Fineman, which was decided based on the text and history of the 2006 Amendments.” (*Gural*)

B. REMEDIES SHOULD BE ASSESSED UNTIL TO THE FINAL HEARING

Housing Provider argues for endless litigation

The Housing Provider has argued that it is not responsible for overcharges or for retaliatory behavior after the filing of the tenant petition filed on Aug. 30, 2016. If this were true, after this Court issues its final decision in the current tenant petition, the Tenant would be forced to file another petition, or file suit in DC Superior Court, to recover remedies for the almost \$50,000 in overcharges accrued *after* August 30th, 2016. Even if the Tenant prevailed in the second legal action, he would be forced to file a third tenant and then a fourth, and so on. This would place undue burden on both the Tenant and on the Court.

Previous Commission rulings find that remedies are calculated until the final hearing

The Rental Housing Commission has issued several decisions finding that awards for rent overcharges by a housing provider should be calculated on the basis of the overcharges to date as of the evidentiary hearing. For example, in its Decision and Order in *Union Dominion Management Company and Nell Sowers v. Tresa Rice, RH-TP-06-28,749* (Rental Housing Commission, August 15, 2013), the Commission summarizes key cases that have addressed the issue of the time frame for which damages can be calculated:

“The Commission's cases have consistently determined that an ALJ only has jurisdiction to award a rent refund up to (and including) the date of the evidentiary hearing. See *1773 Lanier Place, N.W., Tenants' Ass'n v. Drell, TP 27,344 (RHC Aug. 31, 2009)* (remanding final order for calculation of damages only to date of final evidentiary hearing in case involving multiple evidentiary hearing dates); *Canales v. Martinez, TP 27,535 (RHC June 29, 2005)* (determining that the hearing examiner erred when he awarded a refund to the tenant after the date of the evidentiary hearing); *Zucker v. NWJ Mgmt., TP 27,690*

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(RHC May 16, 2005) (explaining that the refund of an improper rent adjustment may go up to the date of the hearing); *Jenkins v. Johnson, TP 26,191 (RHC Nov. 21, 2005)* (observing that "[t]he hearing examiner can award damages up to the date of the hearing for continuing violations.").

C. OVERCHARGES MADE IN BAD FAITH TRIGGER TREBLE REMEDIES

The statute calls for a housing provider to pay the tenant three times the amount of rent overcharges if the overcharges were made in bad faith:

“Any person who knowingly (1) demands or receives any rent for a rental unit in excess of the maximum allowable rent applicable to that rental unit under the provisions of subchapter II of this chapter, or (2) substantially reduces or eliminates related services previously provided for a rental unit, shall be held liable by the Rent Administrator or Rental Housing Commission, as applicable, *for the amount by which the rent exceeds the applicable rent charged or for treble that amount (in the event of bad faith)* and/or for a roll back of the rent to the amount the Rent Administrator or Rental Housing Commission determines.” (§42–3509.01) [*Emphasis added*]³⁴

There is extensive evidence that the Housing Provider’s rent overcharges were made in bad faith, for the reasons specified in Part III (B) above. As of April 1, 2024, the total overcharges (rent overcharges plus excessive late fees) amount to \$52,097. Excessive late fees, like rent overcharges, are liable for treble penalties.

Previous Court of Appeals ruling finds this is based on rent that is demanded

The Housing Provider likely will argue that the \$52,097 recorded on the Tenant’s My Equity statement was not paid by the Tenant, so the Tenant is not due restitution based on the full amount. However, the Court of Appeals in *Kapusta v. D.C. Rental Housing Commission* found that a Housing Provider is liable for the full amount of the rent demanded of the Tenant:

³⁴ [§42–3509.01. Penalties](#)

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“A petitioning landlord, Peter P. Kapusta, challenges the decision of the Rental Housing Commission affirming a hearing examiner's order that he pay \$2004 to a tenant for demanding rent in excess of the rent ceiling. Kapusta contends the Commission erred in ordering him to pay a "rent refund" of money he overcharged but never collected. We affirm.” *Kapusta v. D.C. Rental Housing Commission*, 704 A.2d 286 (D.C. 1997)³⁵

The Court of Appeals continues its analysis in great detail, citing other cases which find that treble damages should be calculated on the basis of *rent demanded* by the Housing Provider, not rent collected.

“This interpretation of the statute accords with our case law discussing the related remedy of treble damages in prior versions of the statute. See, e.g., *Delwin Realty Co. v. District of Columbia Hous. Comm'n*, 458 A.2d 58, 60 (D.C. 1983) (*stating that the award of treble damages "is triggered by mere demand for excess rent; there is no requirement of proof that excess rent was actually collected"*); *Afshar v. District of Columbia Rental Hous. Comm'n*, 504 A.2d 1105, 1108 (D.C. 1986) (*concluding that "a landlord who even demands rent in excess of the established ceiling will be liable for either treble the excess . . . a rollback of the rent, or both"*); *Temple v. District of Columbia Rental Hous. Comm'n*, 536 A.2d 1024, 1025 (D.C. 1987) (describing orders to pay "trebled rent overcharges" as a "refund," though only one third of the amount had been collected); *id.* At 1037 (noting "the rent refunds were trebled, there- by resulting in a substantial damage award"). Thus, we reject Kapusta's contention and conclude the Commission did not err in ordering a rent refund based on the amount of money that Kapusta demanded in excess of the rent ceiling.” *Kapusta v. D.C. Rental Housing Commission*, 704 A.2d 286 (D.C. 1997)³⁶

D. LATE FEES

Housing provider is liable for treble overcharges and civil penalties for late fees

As described in Section IV above on overcharges, the Housing Provider has been adding late fees to the Tenant’s account since April 2016. These, along with the overcharges for rent, constitute the \$52,097 that the Housing Provider claims that it is owed.

³⁵ [Kapusta v. D.C. Rental Housing Commission](#), 704 A.2d 286 (D.C. 1997)

³⁶ [Kapusta v. D.C. Rental Housing Commission](#), 704 A.2d 286 (D.C. 1997)

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The statute on penalties specifies payment to the Tenant of treble the excessive late fees in the case of bad faith on the part of the Housing Provider.

“Any housing provider who knowingly or willfully violates § 42-3505.31, or § 42-3505.01(a), regarding a prohibited eviction for the nonpayment of a late fee, shall be liable to the tenant for the amount by which the late fee exceeds the allowable late fee, or for treble that amount in the event of bad faith, and shall be subject to a civil fine of at least \$100 and not more than \$ 5,000 for each violation.” (§42–3509.01(a-1))³⁷

As the Tenant has paid in full the maximum legal rent since April 2016, there should be no late fees on his account; all late fees assessed to the Tenant exceed the allowable amount (zero).

While it would take some time to calculate the amount of the late fee overcharges apart from the overcharges specifically for rent, treble damages apply for both types of overcharges, therefore treble remedies can be assessed on the total amount of overcharges.

In addition, the statute calls for civil fines of at least \$100 and not more than \$5,000 per violation. There has been approximately one late fee per month for 96 months. However, it appears that the Housing Provider has credited the Tenant’s account for a portion of those fees.

E. FALSE FILINGS

Civil penalties of \$5,000 per infraction

The section of DC rental housing law on penalties calls for civil penalties of not more than \$5,000 per violation:

“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

³⁷ [D.C. Official Code §42–3509.01. Penalties](#)

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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. Official Code §42–3509.01) *[emphasis added]*

The RAD-8 and RAD-9 forms that the Housing Provider filed with the Rental Accommodations Division of the DC Department of Housing and Community Development contain incorrect, inflated amounts for the “rent charged” to the Tenant. Civil penalties should be imposed for each of these four forms. (*Exhibits 125, 126, 127 and 128*)

F. INTEREST AND PROCESSING FEES

The Tenant has been forced to pay \$297 per month into a protective order for eight years – a total of \$28,474 to date. Interest should accrue on the amount paid, according to the time the money payments were held in escrow. This is a complicated calculation and will require some expert financial assistance.

In addition, the Tenant has been assessed processing fees by the Clerk of the Court for electronic payments under the protective order. The Tenant made the payments by check in person at the DC Superior Court (as required by the Clerk) until the beginning of the COVID pandemic in March 2020. Since then, he has made 17 electronic payments at a cost of \$26 per payment – for a total of \$442 dollars.³⁸

G. PERJURY

The Housing Provider also reported incorrect, inflated “rents charged” on RAD-9 forms, the “Certificate of Notice to RAD of Adjustments of Rent Charged.” Representatives of the Housing Provider signed the forms “under penalty of perjury” and the forms were

³⁸ Receipts available on request

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filed with the Rental Accommodations Division of the DC Department of Housing and Community Development.

H. OTHER CONSIDERATIONS REGARDING REMEDIES

In assessing penalties, the broader harm to the Tenant, and the substantial benefits that have accrued to the Housing Provider, should be taken into consideration.

The Housing Provider has deliberately and substantially harmed the Tenant

The tenant has spent eight years fighting predatory behavior by a Housing Provider that clearly was aware that its policies regarding rent increases violated the law. He has spent thousands of hours attempting to learn rental housing law, writing long legal briefs, and responding to dozens of filings by the Housing Provider's attorneys. While in other cases he would have hired an attorney to handle such an arduous task, in this case the attorneys' fees would have been extremely high, in the tens of thousands of dollars or more. No attorney was willing to take such a case on contingency in administrative court.

The Housing Provider could have conceded the case several years ago after the Rental Housing Commission cases in *Fineman* or *Gural*, after the Superior Court decision in *District of Columbia v. Equity Residential Management*, or after passage of the *Rent Charged Definition Clarification Act*. The Housing Provider could have stopped overcharging the Tenant, or it could have agreed with his repeated request to submit a joint motion to lift the protective order in the Landlord and Tenant Branch of DC Superior Court.

Instead, the Housing Provider *increased* charges made to the Tenant's account, now \$52,097 and it *repeatedly refused* to lift the protective order, under which the Tenant has paid \$28,474 as of April 1, 2024. (Appendix C) This was a deliberate attempt to injure the

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attempt for his advocacy on behalf of other residents of 3003 Van Ness and of other DC residents, and to pressure him to give up his case.

The Housing Provider has benefited handsomely

The Housing Provider was forced to pay \$1,000,000 in restitution for residents of 3003 Van Ness for false advertising and other deceptive practices related to its use of “rent concessions” to demand large rent increases of its tenants. However, the Superior Court judge in the case did not grant restitution to tenants for harm done during the period before the *Fineman* decision. As a result, the Housing Provider has paid little compared to what it has gained from violating the District’s rent stabilization laws.

The Rental Housing Commission, which has jurisdiction cases that fall under the Rental Housing Act, found that the conclusions of *Fineman* apply prior to the Commission’s decision in January 2018. Rent records filed by Equity Residential³⁹ with the DC Department of Housing and Community Development suggest that the company reported incorrect, inflated amounts for the “rent charged” since its purchase of Smith Property Holdings Van Ness LP in 2014. Furthermore, the records suggest the Smith used the same method of circumventing the rent stabilization statute in years before Equity purchased Smith. Presumably, when Equity bought Smith it also purchased its liabilities.

In addition to 3003 Van Ness, Equity Residential appears to own at least six other rent-stabilized apartment buildings in the District of Columbia. If it also overstated the “rent

³⁹ While the [Equity Residential rent records obtained via FOIA](#) were not admitted as evidence in the present petition, they are [easily available online](#) via the DC Department of Housing and Community Development.

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charged” in those buildings and based rent increases on those inaccurate figures, it would have benefited handsomely at those properties as well.

Finally, despite frequent complaints by the Housing Provider’s attorneys about delays in the litigation of the tenant petition, the Housing Provider has benefited substantially by those delays, as residents lose their ability to seek restitution due to the statute of limitations. Even if the Court decides for the Tenant and it assesses the maximum remedies requested, the Housing Provider will still come out very far ahead.

Respectfully submitted,



HARRY GURAL, Tenant/Petitioner *pro se*

April 1, 2024

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

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

EXHIBIT A



My Statement

Balance
\$52,097.42

You have a balance of \$52,097.42

[Make a Payment](#)

Statement Detail

Activity	Description	Amount	Balance
4/1/2024			
Monthly Reserved Parking	April Charge	\$185.00	\$52,097.42
Monthly Apartment Rent	April Charge	\$2,601.00	\$51,912.42
3/27/2024			
Check	#0000995440	-\$1,995.00	\$49,311.42
3/6/2024			
Late Fee	Auto Late Fee	\$139.30	\$51,306.42
3/1/2024			
Monthly Reserved Parking	March Charge	\$185.00	\$51,167.12
Monthly Apartment Rent	March Charge	\$2,601.00	\$50,982.12
2/29/2024			

Office Hours

Mon:
Close

Tue:
10:00 AM - 6:00 PM

Wed:
10:00 AM - 6:00 PM

Thu:
10:00 AM - 6:00 PM

Fri:
10:00 AM - 6:00 PM

Sat:
10:00 AM - 5:00 PM

Sun:
Close

Activity	Description	Amount	Balance
Check	#0000995433	-\$1,995.00	\$48,381.12
2/6/2024			
Late Fee	Auto Late Fee	\$139.30	\$50,376.12
2/1/2024			
Monthly Reserved Parking	February Charge	\$185.00	\$50,236.82
Monthly Apartment Rent	February Charge	\$2,601.00	\$50,051.82
1/31/2024			
Check	#0000995429	-\$1,995.00	\$47,450.82
1/6/2024			
Late Fee	Auto Late Fee	\$139.30	\$49,445.82
1/5/2024			
Late Fee	RM Approved-Customer Service	-\$804.40	\$49,306.52
Check	#0000995424	-\$1,995.00	\$50,110.92
1/1/2024			
Monthly Reserved Parking	January Charge	\$185.00	\$52,105.92
Monthly Apartment Rent	January Charge	\$2,601.00	\$51,920.92
12/6/2023			
Late Fee	Auto Late Fee	\$139.30	\$49,319.92

Activity	Description	Amount	Balance
12/1/2023			
Monthly Reserved Parking	December Charge	\$185.00	\$49,180.62
Monthly Apartment Rent	December Charge	\$2,601.00	\$48,995.62
11/30/2023			
Check	#0000995420	-\$1,995.00	\$46,394.62
11/6/2023			
Late Fee	Auto Late Fee	\$139.30	\$48,389.62
11/1/2023			
Monthly Reserved Parking	November Charge	\$185.00	\$48,250.32
Monthly Apartment Rent	November Charge	\$2,601.00	\$48,065.32
Check	#0000995416	-\$1,995.00	\$45,464.32
10/6/2023			
Late Fee	Auto Late Fee	\$139.30	\$47,459.32
10/1/2023			
Monthly Reserved Parking	October Charge	\$185.00	\$47,320.02
Monthly Apartment Rent	October Charge	\$2,601.00	\$47,135.02
9/26/2023			
Check	#0000995412	-\$1,995.00	\$44,534.02
9/6/2023			

Activity	Description	Amount	Balance
Late Fee	Auto Late Fee	\$131.45	\$46,529.02
9/1/2023			
Monthly Reserved Parking	September Charge	\$175.00	\$46,397.57
Monthly Apartment Rent	September Charge	\$2,454.00	\$46,222.57
Check	#0000995406	-\$1,995.00	\$43,768.57
8/6/2023			
Late Fee	Auto Late Fee	\$131.45	\$45,763.57
8/5/2023			
Check	#0000995402	-\$1,995.00	\$45,632.12
8/1/2023			
Monthly Reserved Parking	August Charge	\$175.00	\$47,627.12
Monthly Apartment Rent	August Charge	\$2,454.00	\$47,452.12
7/6/2023			
Late Fee	Auto Late Fee	\$131.45	\$44,998.12
7/1/2023			
Monthly Reserved Parking	July Charge	\$175.00	\$44,866.67
Monthly Apartment Rent	July Charge	\$2,454.00	\$44,691.67
6/30/2023			

Activity	Description	Amount	Balance
Check	#0000995398	-\$1,995.00	\$42,237.67
6/6/2023			
Late Fee	Auto Late Fee	\$131.45	\$44,232.67
6/1/2023			
Monthly Reserved Parking	June Charge	\$175.00	\$44,101.22
Monthly Apartment Rent	June Charge	\$2,454.00	\$43,926.22
Check	#29819s07071	-\$1,995.00	\$41,472.22
5/12/2023			
Late Fee	VP Approved-Customer Service	-\$1,708.85	\$43,467.22
5/6/2023			
Late Fee	Auto Late Fee	\$131.45	\$45,176.07
5/2/2023			
Check	#0000995387	-\$1,995.00	\$45,044.62
5/1/2023			
Monthly Reserved Parking	May Charge	\$175.00	\$47,039.62
Monthly Apartment Rent	May Charge	\$2,454.00	\$46,864.62
4/6/2023			
Late Fee	Auto Late Fee	\$131.45	\$44,410.62
4/5/2023			

Activity	Description	Amount	Balance
Check	#0000995383	-\$1,995.00	\$44,279.17
4/1/2023			
Monthly Reserved Parking	April Charge	\$175.00	\$46,274.17
Monthly Apartment Rent	April Charge	\$2,454.00	\$46,099.17
3/6/2023			
Late Fee	Auto Late Fee	\$131.45	\$43,645.17
3/2/2023			
Check	#000995378	-\$1,995.00	\$43,513.72
3/1/2023			
Monthly Reserved Parking	March Charge	\$175.00	\$45,508.72
Monthly Apartment Rent	March Charge	\$2,454.00	\$45,333.72
2/6/2023			
Late Fee	Auto Late Fee	\$131.45	\$42,879.72
2/1/2023			
Monthly Reserved Parking	February Charge	\$175.00	\$42,748.27
Monthly Apartment Rent	February Charge	\$2,454.00	\$42,573.27
1/31/2023			
Check	#0000995373	-\$1,995.00	\$40,119.27

Activity	Description	Amount	Balance
1/6/2023			
Late Fee	Auto Late Fee	\$131.45	\$42,114.27
1/1/2023			
Monthly Reserved Parking	January Charge	\$175.00	\$41,982.82
Monthly Apartment Rent	January Charge	\$2,454.00	\$41,807.82
12/30/2022			
Check	#0000995367	-\$1,995.00	\$39,353.82
12/6/2022			
Late Fee	Auto Late Fee	\$131.45	\$41,348.82
12/1/2022			
Monthly Reserved Parking	December Charge	\$175.00	\$41,217.37
Monthly Apartment Rent	December Charge	\$2,454.00	\$41,042.37
11/26/2022			
Check	#0000995359	-\$1,995.00	\$38,588.37
11/6/2022			
Late Fee	Auto Late Fee	\$131.45	\$40,583.37
11/2/2022			
Check	#0000995351	-\$1,995.00	\$40,451.92
11/1/2022			

Activity	Description	Amount	Balance
Monthly Reserved Parking	November Charge	\$175.00	\$42,446.92
Monthly Apartment Rent	November Charge	\$2,454.00	\$42,271.92
10/6/2022			
Late Fee	Auto Late Fee	\$131.45	\$39,817.92
10/1/2022			
Monthly Reserved Parking	October Charge	\$175.00	\$39,686.47
Monthly Apartment Rent	October Charge	\$2,454.00	\$39,511.47
Check	#0000995345	-\$1,995.00	\$37,057.47
9/6/2022			
Late Fee	Auto Late Fee	\$131.45	\$39,052.47
9/1/2022			
Monthly Reserved Parking	September Charge	\$175.00	\$38,921.02
Monthly Apartment Rent	September Charge	\$2,454.00	\$38,746.02
8/31/2022			
Check	#0000995333	-\$1,995.00	\$36,292.02
8/6/2022			
Late Fee	Auto Late Fee	\$131.45	\$38,287.02
8/5/2022			

Activity	Description	Amount	Balance
Check	#0000995330	-\$1,995.00	\$38,155.57
8/1/2022			
Monthly Reserved Parking	August Charge	\$175.00	\$40,150.57
Monthly Apartment Rent	August Charge	\$2,454.00	\$39,975.57
7/6/2022			
Late Fee	Auto Late Fee	\$131.45	\$37,521.57
7/2/2022			
Check	#0000995326	-\$1,995.00	\$37,390.12
7/1/2022			
Monthly Reserved Parking	July Charge	\$175.00	\$39,385.12
Monthly Apartment Rent	July Charge	\$2,454.00	\$39,210.12
6/6/2022			
Late Fee	Auto Late Fee	\$131.45	\$36,756.12
6/1/2022			
Monthly Reserved Parking	June Charge	\$175.00	\$36,624.67
Monthly Apartment Rent	June Charge	\$2,454.00	\$36,449.67
Check	#0000995320	-\$1,995.00	\$33,995.67
5/6/2022			
Late Fee	Auto Late Fee	\$131.45	\$35,990.67

Activity	Description	Amount	Balance
5/3/2022			
Check	#0000995317	-\$1,995.00	\$35,859.22
5/1/2022			
Monthly Reserved Parking	May Charge	\$175.00	\$37,854.22
Monthly Apartment Rent	May Charge	\$2,454.00	\$37,679.22
4/8/2022			
Late Fee	VP Approved-Customer Service	-\$1,017.05	\$35,225.22
4/6/2022			
Late Fee	Auto Late Fee	\$122.70	\$36,242.27
Monthly Apartment Rent	Legal Compliance	-\$16.03	\$36,119.57
4/1/2022			
Monthly Apartment Rent	April Charge	\$2,454.00	\$36,135.60
3/31/2022			
Check	#0000995310	-\$1,995.00	\$33,681.60
3/6/2022			
Late Fee	Auto Late Fee	\$131.45	\$35,676.60
3/2/2022			
Check	#0000995306	-\$1,995.00	\$35,545.15

Activity	Description	Amount	Balance
3/1/2022			
Monthly Reserved Parking	March Charge	\$175.00	\$37,540.15
Monthly Apartment Rent	March Charge	\$2,454.00	\$37,365.15
2/6/2022			
Late Fee	Auto Late Fee	\$127.15	\$34,911.15
2/2/2022			
Check	#0000995302	-\$1,995.00	\$34,784.00
2/1/2022			
Monthly Reserved Parking	February Charge	\$160.00	\$36,779.00
Monthly Apartment Rent	February Charge	\$2,383.00	\$36,619.00
1/6/2022			
Late Fee	Auto Late Fee	\$127.15	\$34,236.00
1/4/2022			
Check	#0000995295	-\$1,995.00	\$34,108.85
1/1/2022			
Monthly Reserved Parking	January Charge	\$160.00	\$36,103.85
Monthly Apartment Rent	January Charge	\$2,383.00	\$35,943.85
12/6/2021			
Late Fee	Auto Late Fee	\$127.15	\$33,560.85

Activity	Description	Amount	Balance
12/2/2021			
Check	#0000995287	-\$1,995.00	\$33,433.70
12/1/2021			
Monthly Reserved Parking	December Charge	\$160.00	\$35,428.70
Monthly Apartment Rent	December Charge	\$2,383.00	\$35,268.70
11/6/2021			
Late Fee	Auto Late Fee	\$127.15	\$32,885.70
11/1/2021			
Monthly Reserved Parking	November Charge	\$160.00	\$32,758.55
Monthly Apartment Rent	November Charge	\$2,383.00	\$32,598.55
Check	#0000995281	-\$1,995.00	\$30,215.55
10/6/2021			
Late Fee	Auto Late Fee	\$127.15	\$32,210.55
10/1/2021			
Monthly Reserved Parking	October Charge	\$160.00	\$32,083.40
Monthly Apartment Rent	October Charge	\$2,383.00	\$31,923.40
9/30/2021			
Check	#0000995276	-\$1,995.00	\$29,540.40

Activity	Description	Amount	Balance
9/6/2021			
Late Fee	Auto Late Fee	\$127.15	\$31,535.40
9/1/2021			
Late Fee	RM Approved- Customer Service	-\$127.15	\$31,408.25
Monthly Reserved Parking	September Charge	\$160.00	\$31,535.40
Monthly Apartment Rent	September Charge	\$2,383.00	\$31,375.40
8/29/2021			
Check	#0000995269	-\$1,995.00	\$28,992.40
8/6/2021			
Late Fee	Auto Late Fee	\$127.15	\$30,987.40
8/5/2021			
Check	#0000995263	-\$1,995.00	\$30,860.25
8/1/2021			
Monthly Reserved Parking	August Charge	\$160.00	\$32,855.25
Monthly Apartment Rent	August Charge	\$2,383.00	\$32,695.25
7/1/2021			
Monthly Reserved Parking	July Charge	\$160.00	\$30,312.25
Monthly Apartment Rent	July Charge	\$2,383.00	\$30,152.25
Check	#0000995257	-\$1,995.00	\$27,769.25

Activity	Description	Amount	Balance
6/1/2021			
Monthly Reserved Parking	June Charge	\$160.00	\$29,764.25
Monthly Apartment Rent	June Charge	\$2,383.00	\$29,604.25
5/31/2021			
Check	#0000995250	-\$1,995.00	\$27,221.25
5/1/2021			
Monthly Reserved Parking	May Charge	\$160.00	\$29,216.25
Monthly Apartment Rent	May Charge	\$2,383.00	\$29,056.25
4/26/2021			
Check	#0000995241	-\$1,995.00	\$26,673.25
4/2/2021			
Check	#0000995235	-\$1,995.00	\$28,668.25
4/1/2021			
Monthly Reserved Parking	April Charge	\$160.00	\$30,663.25
Monthly Apartment Rent	April Charge	\$2,383.00	\$30,503.25
3/1/2021			
Monthly Reserved Parking	March Charge	\$160.00	\$28,120.25
Monthly Apartment Rent	March Charge	\$2,383.00	\$27,960.25

Activity	Description	Amount	Balance
Rent			
2/27/2021			
Check	#0000995233	-\$1,995.00	\$25,577.25
2/1/2021			
Monthly Reserved Parking	February Charge	\$160.00	\$27,572.25
Monthly Apartment Rent	February Charge	\$2,383.00	\$27,412.25
1/31/2021			
Check	#0000995229	-\$1,995.00	\$25,029.25
1/1/2021			
Monthly Reserved Parking	January Charge	\$160.00	\$27,024.25
Monthly Apartment Rent	January Charge	\$2,383.00	\$26,864.25
12/3/2020			
Check	#0000995220	-\$1,995.00	\$24,481.25
12/1/2020			
Monthly Reserved Parking	December Charge	\$160.00	\$26,476.25
Monthly Apartment Rent	December Charge	\$2,383.00	\$26,316.25
11/8/2020			
Check	#0000995216	-\$1,995.00	\$23,933.25
11/1/2020			

Activity	Description	Amount	Balance
Monthly Reserved Parking	November Charge	\$160.00	\$25,928.25
Monthly Apartment Rent	November Charge	\$2,383.00	\$25,768.25
10/2/2020			
Check	#0000995213	-\$1,995.00	\$23,385.25
10/1/2020			
Monthly Reserved Parking	October Charge	\$160.00	\$25,380.25
Monthly Apartment Rent	October Charge	\$2,383.00	\$25,220.25
9/1/2020			
Monthly Reserved Parking	September Charge	\$160.00	\$22,837.25
Monthly Apartment Rent	September Charge	\$2,383.00	\$22,677.25
Check	#0000995208	-\$1,995.00	\$20,294.25
8/5/2020			
Check	#0000995206	-\$1,995.00	\$22,289.25
8/1/2020			
Monthly Reserved Parking	August Charge	\$160.00	\$24,284.25
Monthly Apartment Rent	August Charge	\$2,383.00	\$24,124.25
7/6/2020			
Check	#0000995202	-\$1,995.00	\$21,741.25

Activity	Description	Amount	Balance
7/1/2020			
Monthly Reserved Parking	July Charge	\$160.00	\$23,736.25
Monthly Apartment Rent	July Charge	\$2,383.00	\$23,576.25
6/5/2020			
Check	#995200	-\$1,995.00	\$21,193.25
6/1/2020			
Monthly Reserved Parking	June Charge	\$160.00	\$23,188.25
Monthly Apartment Rent	June Charge	\$2,383.00	\$23,028.25
5/4/2020			
Check	#0000995193	-\$1,995.00	\$20,645.25
5/1/2020			
Monthly Reserved Parking	May Charge	\$160.00	\$22,640.25
Monthly Apartment Rent	May Charge	\$2,383.00	\$22,480.25
4/1/2020			
Monthly Reserved Parking	April Charge	\$160.00	\$20,097.25
Monthly Apartment Rent	April Charge	\$2,383.00	\$19,937.25
Check	#995188	-\$1,995.00	\$17,554.25
3/6/2020			

Activity	Description	Amount	Balance
Late Fee	Auto Late Fee	\$127.15	\$19,549.25
3/4/2020			
Check	#0000995180	-\$1,995.00	\$19,422.10
3/1/2020			
Monthly Reserved Parking	March Charge	\$160.00	\$21,417.10
Monthly Apartment Rent	March Charge	\$2,383.00	\$21,257.10
2/25/2020			
Late Fee	RM Approved-Customer Service	-\$127.15	\$18,874.10
Late Fee	RM Approved-Customer Service	-\$127.15	\$19,001.25
Late Fee	RM Approved-Customer Service	-\$127.15	\$19,128.40
Late Fee	RM Approved-Customer Service	-\$127.15	\$19,255.55
2/6/2020			
Late Fee	Auto Late Fee	\$127.15	\$19,382.70
2/3/2020			
Check	#0000995174	-\$1,995.00	\$19,255.55
2/2/2020			
Monthly Reserved Parking	February Charge	\$160.00	\$21,250.55
Monthly Apartment Rent	February Charge	\$2,383.00	\$21,090.55
1/24/2020			

Activity	Description	Amount	Balance
Check	#0000995179	-\$30.00	\$18,707.55
1/17/2020			
Guest Parking	Guest Parking	\$30.00	\$18,737.55
1/6/2020			
Late Fee	Auto Late Fee	\$127.15	\$18,707.55
1/1/2020			
Monthly Reserved Parking	January Charge	\$160.00	\$18,580.40
Monthly Apartment Rent	January Charge	\$2,383.00	\$18,420.40
12/27/2019			
Check	#995168	-\$1,995.00	\$16,037.40
12/6/2019			
Late Fee	Auto Late Fee	\$127.15	\$18,032.40
12/1/2019			
Monthly Reserved Parking	December Charge	\$160.00	\$17,905.25
Monthly Apartment Rent	December Charge	\$2,383.00	\$17,745.25
11/27/2019			
Check	#0000995163	-\$1,995.00	\$15,362.25
11/6/2019			
Late Fee	Auto Late Fee	\$127.15	\$17,357.25

Activity	Description	Amount	Balance
11/1/2019			
Monthly Reserved Parking	November Charge	\$160.00	\$17,230.10
Monthly Apartment Rent	November Charge	\$2,383.00	\$17,070.10
10/28/2019			
Check	#995158	-\$1,995.00	\$14,687.10
10/14/2019			
Late Fee	RM Approved-Customer Service	-\$127.15	\$16,682.10
Late Fee	RM Approved-Customer Service	-\$127.15	\$16,809.25
Late Fee	RM Approved-Customer Service	-\$127.15	\$16,936.40
Late Fee	RM Approved-Customer Service	-\$129.40	\$17,063.55
10/6/2019			
Late Fee	Auto Late Fee	\$127.15	\$17,192.95
10/1/2019			
Monthly Reserved Parking	October Charge	\$160.00	\$17,065.80
Monthly Apartment Rent	October Charge	\$2,383.00	\$16,905.80
9/29/2019			
Check	#0000995150	-\$1,995.00	\$14,522.80
9/6/2019			

Activity	Description	Amount	Balance
Late Fee	Auto Late Fee	\$127.15	\$16,517.80
9/1/2019			
Monthly Reserved Parking	September Charge	\$160.00	\$16,390.65
Monthly Apartment Rent	September Charge	\$2,383.00	\$16,230.65
8/26/2019			
Check	#0000995146	-\$1,995.00	\$13,847.65
8/6/2019			
Late Fee	Auto Late Fee	\$129.40	\$15,842.65
8/4/2019			
Guest Parking	Guest Parking	\$45.00	\$15,713.25
8/3/2019			
Check	#160	-\$45.00	\$15,668.25
8/1/2019			
Monthly Reserved Parking	August Charge	\$160.00	\$15,713.25
Monthly Apartment Rent	August Charge	\$2,383.00	\$15,553.25
7/25/2019			
Check	#0000995140	-\$1,995.00	\$13,170.25
7/6/2019			
Late Fee	Auto Late Fee	\$127.15	\$15,165.25

Activity	Description	Amount	Balance
7/1/2019			
Monthly Reserved Parking	July Charge	\$160.00	\$15,038.10
Monthly Apartment Rent	July Charge	\$2,383.00	\$14,878.10
6/26/2019			
Check	#0000995137	-\$1,995.00	\$12,495.10
6/21/2019			
Reservation Fee	Reservation Fee	-\$250.00	\$14,490.10
6/14/2019			
Late Fee	RM Approved-Customer Service	-\$127.15	\$14,740.10
6/13/2019			
Reservation Fee	Reservation Fee	\$250.00	\$14,867.25
6/6/2019			
Late Fee	Auto Late Fee	\$127.15	\$14,617.25
6/1/2019			
Monthly Reserved Parking	June Charge	\$160.00	\$14,490.10
Monthly Apartment Rent	June Charge	\$2,383.00	\$14,330.10
5/28/2019			
Check	#0000995134	-\$1,995.00	\$11,947.10
5/6/2019			

Activity	Description	Amount	Balance
Late Fee	Auto Late Fee	\$127.15	\$13,942.10
5/1/2019			
Monthly Reserved Parking	May Charge	\$160.00	\$13,814.95
Monthly Apartment Rent	May Charge	\$2,383.00	\$13,654.95
4/24/2019			
Check	#0000995125	-\$1,995.00	\$11,271.95
4/6/2019			
Late Fee	Auto Late Fee	\$127.15	\$13,266.95
4/1/2019			
Monthly Reserved Parking	April Charge	\$160.00	\$13,139.80
Monthly Apartment Rent	April Charge	\$2,383.00	\$12,979.80
3/25/2019			
Check	#0000995119	-\$1,995.00	\$10,596.80
3/6/2019			
Late Fee	Auto Late Fee	\$120.25	\$12,591.80
Late Fee	Legal Compliance	-\$120.25	\$12,471.55
3/1/2019			
Monthly Reserved Parking	March Charge	\$100.00	\$12,591.80

Activity	Description	Amount	Balance
Monthly Apartment Rent	March Charge	\$2,305.00	\$12,491.80
2/20/2019			
Check	#0000995114	-\$1,995.00	\$10,186.80
2/12/2019			
Late Fee	Legal Compliance	-\$115.25	\$12,181.80
Late Fee	Legal Compliance	-\$115.25	\$12,297.05
Late Fee	Legal Compliance	-\$115.25	\$12,412.30
Late Fee	Legal Compliance	-\$120.25	\$12,527.55
2/6/2019			
Late Fee	Auto Late Fee	\$115.25	\$12,647.80
2/1/2019			
Monthly Reserved Parking	February Charge	\$100.00	\$12,532.55
Monthly Apartment Rent	February Charge	\$2,305.00	\$12,432.55
1/31/2019			
Check	#0000995112	-\$1,995.00	\$10,127.55
1/6/2019			
Late Fee	Auto Late Fee	\$120.25	\$12,122.55
1/1/2019			
Monthly Reserved	January Charge	\$100.00	\$12,002.30

Activity	Description	Amount	Balance
Parking			
Monthly Apartment Rent	January Charge	\$2,305.00	\$11,902.30
12/26/2018			
Check	#0000995110	-\$1,995.00	\$9,597.30
12/6/2018			
Late Fee	Auto Late Fee	\$115.25	\$11,592.30
12/1/2018			
Monthly Reserved Parking	December Charge	\$100.00	\$11,477.05
Monthly Apartment Rent	December Charge	\$2,305.00	\$11,377.05
11/27/2018			
Check	#0000995105	-\$1,995.00	\$9,072.05
11/6/2018			
Late Fee	Auto Late Fee	\$115.25	\$11,067.05
11/1/2018			
Monthly Reserved Parking	November Charge	\$100.00	\$10,951.80
Monthly Apartment Rent	November Charge	\$2,305.00	\$10,851.80
10/29/2018			
Check	#995102	-\$1,995.00	\$8,546.80
10/9/2018			

Activity	Description	Amount	Balance
Late Fee	Legal Compliance	-\$120.25	\$10,541.80
10/6/2018			
Late Fee	Auto Late Fee	\$120.25	\$10,662.05
10/1/2018			
Monthly Reserved Parking	October Charge	\$100.00	\$10,541.80
Monthly Apartment Rent	October Charge	\$2,305.00	\$10,441.80
9/25/2018			
Check	#0000995097	-\$1,995.00	\$8,136.80
9/11/2018			
Late Fee	Legal Compliance	-\$120.25	\$10,131.80
9/6/2018			
Late Fee	Auto Late Fee	\$120.25	\$10,252.05
9/1/2018			
Monthly Reserved Parking	September Charge	\$100.00	\$10,131.80
Monthly Apartment Rent	September Charge	\$2,305.00	\$10,031.80
8/21/2018			
Check	#0000995093	-\$1,995.00	\$7,726.80
8/6/2018			
Late Fee	Auto Late Fee	\$120.25	\$9,721.80

Activity	Description	Amount	Balance
Late Fee	Legal Compliance	-\$120.25	\$9,601.55
8/1/2018			
Monthly Reserved Parking	August Charge	\$100.00	\$9,721.80
Monthly Apartment Rent	August Charge	\$2,305.00	\$9,621.80
7/27/2018			
Check	#0000995087	-\$1,995.00	\$7,316.80
7/6/2018			
Late Fee	Auto Late Fee	\$120.25	\$9,311.80
Late Fee	Legal Compliance	-\$120.25	\$9,191.55
7/1/2018			
Monthly Reserved Parking	July Charge	\$100.00	\$9,311.80
Monthly Apartment Rent	July Charge	\$2,305.00	\$9,211.80
6/27/2018			
Check	#0000995081	-\$1,995.00	\$6,906.80
6/20/2018			
Late Fee	Legal Compliance	-\$120.25	\$8,901.80
6/7/2018			
Late Fee	Legal Compliance	-\$120.25	\$9,022.05
6/6/2018			

Activity	Description	Amount	Balance
Late Fee	Auto Late Fee	\$120.25	\$9,142.30
Reservation Fee	Reservation Fee	\$250.00	\$9,022.05
6/1/2018			
Monthly Reserved Parking	June Charge	\$100.00	\$8,772.05
Monthly Apartment Rent	June Charge	\$2,305.00	\$8,672.05
5/24/2018			
Check	#0000995076	-\$1,995.00	\$6,367.05
5/6/2018			
Late Fee	Auto Late Fee	\$120.25	\$8,362.05
5/1/2018			
Monthly Reserved Parking	May Charge	\$100.00	\$8,241.80
Monthly Apartment Rent	May Charge	\$2,305.00	\$8,141.80
4/26/2018			
Check	#0000995072	-\$1,995.00	\$5,836.80
4/11/2018			
Late Fee	Legal Compliance	-\$120.25	\$7,831.80
4/6/2018			
Late Fee	Auto Late Fee	\$120.25	\$7,952.05

Activity	Description	Amount	Balance
4/1/2018			
Monthly Apartment Rent	April Charge	\$2,305.00	\$7,831.80
Monthly Reserved Parking	April Charge	\$100.00	\$5,526.80
3/28/2018			
Check	#0000995069	-\$1,995.00	\$5,426.80
3/13/2018			
Late Fee	Legal Compliance	-\$116.80	\$7,421.80
3/6/2018			
Late Fee	Auto Late Fee	\$116.80	\$7,538.60
3/1/2018			
Monthly Reserved Parking	March Charge	\$100.00	\$7,421.80
Monthly Apartment Rent	March Charge	\$2,236.00	\$7,321.80
2/21/2018			
Check	#0000995063	-\$1,995.00	\$5,085.80
2/9/2018			
Late Fee	Legal Compliance	-\$116.80	\$7,080.80
2/6/2018			
Late Fee	Auto Late Fee	\$116.80	\$7,197.60
2/1/2018			

Activity	Description	Amount	Balance
Monthly Reserved Parking	February Charge	\$100.00	\$7,080.80
Monthly Apartment Rent	February Charge	\$2,236.00	\$6,980.80
1/26/2018			
Check	#0000995059	-\$1,995.00	\$4,744.80
1/10/2018			
Late Fee	Legal Compliance	-\$116.80	\$6,739.80
1/6/2018			
Late Fee	Auto Late Fee	\$116.80	\$6,856.60
1/1/2018			
Monthly Reserved Parking	January Charge	\$100.00	\$6,739.80
Monthly Apartment Rent	January Charge	\$2,236.00	\$6,639.80
12/22/2017			
Check	#0000995049	-\$1,995.00	\$4,403.80
12/7/2017			
Late Fee	Legal Compliance	-\$116.80	\$6,398.80
12/6/2017			
Late Fee	Auto Late Fee	\$116.80	\$6,515.60
12/1/2017			

Activity	Description	Amount	Balance
Monthly Reserved Parking	December Charge	\$100.00	\$6,398.80
Monthly Apartment Rent	December Charge	\$2,236.00	\$6,298.80
11/21/2017			
Check	#0000995046	-\$1,995.00	\$4,062.80
11/7/2017			
Late Fee	Legal Compliance	-\$116.80	\$6,057.80
11/6/2017			
Late Fee	Auto Late Fee	\$116.80	\$6,174.60
11/1/2017			
Monthly Reserved Parking	November Charge	\$100.00	\$6,057.80
Monthly Apartment Rent	November Charge	\$2,236.00	\$5,957.80
10/23/2017			
Check	#0000995036	-\$1,995.00	\$3,721.80
10/6/2017			
Late Fee	Auto Late Fee	\$116.80	\$5,716.80
Late Fee	Legal Compliance	-\$116.80	\$5,600.00
10/1/2017			
Monthly Reserved Parking	October Charge	\$100.00	\$5,716.80

Activity	Description	Amount	Balance
Monthly Apartment Rent	October Charge	\$2,236.00	\$5,616.80
9/26/2017			
Check	#0000995028	-\$1,995.00	\$3,380.80
9/12/2017			
Late Fee	Legal Compliance	-\$116.80	\$5,375.80
9/6/2017			
Late Fee	Auto Late Fee	\$116.80	\$5,492.60
9/1/2017			
Monthly Reserved Parking	September Charge	\$100.00	\$5,375.80
Monthly Apartment Rent	September Charge	\$2,236.00	\$5,275.80
8/28/2017			
Check	#0000995024	-\$1,995.00	\$3,039.80
8/9/2017			
Late Fee	Legal Compliance	-\$116.80	\$5,034.80
8/6/2017			
Late Fee	Auto Late Fee	\$116.80	\$5,151.60
8/1/2017			
Monthly Reserved Parking	August Charge	\$100.00	\$5,034.80
Monthly Apartment	August Charge	\$2,236.00	\$4,934.80

Activity	Description	Amount	Balance
Rent			
7/22/2017			
Check	#0000995015	-\$1,995.00	\$2,698.80
7/13/2017			
Late Fee	Legal Compliance	-\$116.80	\$4,693.80
7/6/2017			
Late Fee	Auto Late Fee	\$116.80	\$4,810.60
7/1/2017			
Monthly Reserved Parking	July Charge	\$100.00	\$4,693.80
Monthly Apartment Rent	July Charge	\$2,236.00	\$4,593.80
6/28/2017			
Check	#0000995014	-\$1,995.00	\$2,357.80
6/20/2017			
Late Fee	Legal Compliance	-\$111.80	\$4,352.80
6/15/2017			
Conc - Rent Control	Reverse Concession	\$303.00	\$4,464.60
6/6/2017			
Late Fee	Auto Late Fee	\$111.80	\$4,161.60
6/5/2017			
Check	#0000995004	-\$1,995.00	\$4,049.80

Activity	Description	Amount	Balance
6/1/2017			
Conc - Rent Control	June Credit	-\$303.00	\$6,044.80
Monthly Reserved Parking	June Charge	\$100.00	\$6,347.80
Monthly Apartment Rent	June Charge	\$2,236.00	\$6,247.80
5/18/2017			
Late Fee	Legal Compliance	-\$116.80	\$4,011.80
5/6/2017			
Late Fee	Auto Late Fee	\$116.80	\$4,128.60
5/1/2017			
Monthly Reserved Parking	May Charge	\$100.00	\$4,011.80
Monthly Apartment Rent	May Charge	\$2,236.00	\$3,911.80
4/24/2017			
Check	#0000005027	-\$1,995.00	\$1,675.80
4/18/2017			
Late Fee	RM Approved-Customer Service	-\$116.80	\$3,670.80
4/6/2017			
Late Fee	Auto Late Fee	\$116.80	\$3,787.60
4/1/2017			

Activity	Description	Amount	Balance
Monthly Apartment Rent	April Charge	\$2,236.00	\$3,670.80
Monthly Reserved Parking	April Charge	\$100.00	\$1,434.80
3/30/2017			
Check	#0000005020	-\$1,995.00	\$1,334.80
3/10/2017			
Late Fee	RM Approved-Customer Service	-\$109.60	\$3,329.80
3/6/2017			
Late Fee	Auto Late Fee	\$109.60	\$3,439.40
3/1/2017			
Monthly Reserved Parking	March Charge	\$100.00	\$3,329.80
Monthly Apartment Rent	March Charge	\$2,192.00	\$3,229.80
2/28/2017			
Check	#0000005016	-\$1,995.00	\$1,037.80
2/8/2017			
Late Fee	RM Approved-Customer Service	-\$109.60	\$3,032.80
2/6/2017			
Late Fee	Auto Late Fee	\$109.60	\$3,142.40
2/3/2017			

Activity	Description	Amount	Balance
Late Fee	VP Approved- Customer Service	-\$986.40	\$3,032.80
2/1/2017			
Monthly Reserved Parking	February Charge	\$100.00	\$4,019.20
Monthly Apartment Rent	February Charge	\$2,192.00	\$3,919.20
1/23/2017			
Check	#0000005011	-\$1,995.00	\$1,727.20
1/6/2017			
Late Fee	Auto Late Fee	\$109.60	\$3,722.20
1/1/2017			
Monthly Reserved Parking	January Charge	\$100.00	\$3,612.60
Monthly Apartment Rent	January Charge	\$2,192.00	\$3,512.60
12/31/2016			
Check	#0000005006	-\$1,995.00	\$1,320.60
12/6/2016			
Late Fee	Auto Late Fee	\$328.80	\$3,315.60
12/1/2016			
Monthly Reserved Parking	December Charge	\$100.00	\$2,986.80
Monthly Apartment Rent	December Charge	\$2,192.00	\$2,886.80
11/23/2016			

Activity	Description	Amount	Balance
Check	#0000005003	-\$1,995.00	\$694.80
11/6/2016			
Late Fee	Auto Late Fee	\$328.80	\$2,689.80
11/1/2016			
Monthly Reserved Parking	November Charge	\$100.00	\$2,361.00
Monthly Apartment Rent	November Charge	\$2,192.00	\$2,261.00
10/26/2016			
Late Fee	VP Approved-Customer Service	-\$1,423.20	\$69.00
10/25/2016			
Check	#000000000060328	-\$1,995.00	\$1,492.20
10/6/2016			
Late Fee	Auto Late Fee	\$309.60	\$3,487.20
10/1/2016			
Monthly Reserved Parking	October Charge	\$100.00	\$3,177.60
Monthly Apartment Rent	October Charge	\$2,192.00	\$3,077.60
9/26/2016			
Check	#34083	-\$1,995.00	\$885.60
9/6/2016			

Activity	Description	Amount	Balance
Late Fee	Auto Late Fee	\$328.80	\$2,880.60
Check	#012200240048527	-\$1,995.00	\$2,551.80
9/2/2016			
Check	#012200240060090	-\$1,995.00	\$4,546.80
9/1/2016			
Monthly Reserved Parking	September Charge	\$100.00	\$6,541.80
Monthly Apartment Rent	September Charge	\$2,192.00	\$6,441.80
8/6/2016			
Late Fee	Auto Late Fee	\$343.80	\$4,249.80
8/1/2016			
Monthly Reserved Parking	August Charge	\$100.00	\$3,906.00
Monthly Apartment Rent	August Charge	\$2,192.00	\$3,806.00
7/6/2016			
Late Fee	Auto Late Fee	\$175.95	\$1,614.00
7/1/2016			
Monthly Reserved Parking	July Charge	\$100.00	\$1,438.05
Monthly Apartment Rent	July Charge	\$2,192.00	\$1,338.05
6/24/2016			
Check	#012200240027026	-\$1,995.00	-\$853.95

Activity	Description	Amount	Balance
6/6/2016			
Late Fee	Auto Late Fee	\$131.40	\$1,141.05
6/1/2016			
Monthly Reserved Parking	June Charge	\$100.00	\$1,009.65
Monthly Apartment Rent	June Charge	\$2,192.00	\$909.65
Check	#012200240081159	-\$45.00	-\$1,282.35
5/24/2016			
Check	#012200240059690	-\$1,995.00	-\$1,237.35
5/16/2016			
Monthly Parking	Guest Parking	\$15.00	\$757.65
5/13/2016			
Monthly Parking	Guest Parking	\$15.00	\$742.65
5/6/2016			
Late Fee	Auto Late Fee	\$89.10	\$727.65
5/1/2016			
Monthly Reserved Parking	May Charge	\$100.00	\$638.55
Monthly Apartment Rent	May Charge	\$2,192.00	\$538.55
4/25/2016			

Activity	Description	Amount	Balance
Check	#012200240033873	-\$1,995.00	-\$1,653.45
4/13/2016			
Monthly Parking	Guest Parking	\$15.00	\$341.55
Check	#012200240026803	-\$15.00	\$326.55
4/6/2016			
Late Fee	Auto Late Fee	\$44.55	\$341.55
4/1/2016			
Monthly Apartment Rent	April Charge	\$2,192.00	\$297.00
Monthly Reserved Parking	April Charge	\$100.00	-\$1,895.00
3/23/2016			
Check	#012200240025797	-\$1,995.00	-\$1,995.00
3/1/2016			
Conc - Rent Control	March Credit	-\$288.00	\$0.00
Monthly Reserved Parking	March Charge	\$100.00	\$288.00
Monthly Apartment Rent	March Charge	\$2,118.00	\$188.00
2/25/2016			
Check	#012200240030657	-\$1,930.00	-\$1,930.00
2/1/2016			

Activity	Description	Amount	Balance
Conc - Rent Control	February Credit	-\$288.00	\$0.00
Monthly Reserved Parking	February Charge	\$100.00	\$288.00
Monthly Apartment Rent	February Charge	\$2,118.00	\$188.00
1/26/2016			
Check	#012200240060493	-\$1,930.00	-\$1,930.00
1/7/2016			
Late Fee	VP Approved-Customer Service	-\$332.70	\$0.00
1/1/2016			
Conc - Rent Control	January Credit	-\$288.00	\$332.70
Monthly Reserved Parking	January Charge	\$100.00	\$620.70
Monthly Apartment Rent	January Charge	\$2,118.00	\$520.70
12/30/2015			
Other Miscel. Income	Guest Parking	\$15.00	-\$1,597.30
12/28/2015			
Check	#012200240026824	-\$1,930.00	-\$1,612.30
12/14/2015			
Check	#012200240036054	-\$15.00	\$317.70
12/4/2015			
Check	#9841	-\$549.00	\$332.70

Activity	Description	Amount	Balance
Check	#9840	-\$1,930.00	\$881.70
Check	#9839	-\$1,930.00	\$2,811.70
12/1/2015			
Conc - Rent Control	December Credit	-\$288.00	\$4,741.70
Monthly Reserved Parking	December Charge	\$100.00	\$5,029.70
Monthly Apartment Rent	December Charge	\$2,118.00	\$4,929.70
11/6/2015			
Late Fee	Auto Late Fee	\$332.70	\$2,811.70
11/1/2015			
Conc - Rent Control	November Credit	-\$288.00	\$2,479.00
Monthly Reserved Parking	November Charge	\$100.00	\$2,767.00
Monthly Apartment Rent	November Charge	\$2,118.00	\$2,667.00
10/6/2015			
Late Fee	Auto Late Fee	\$54.00	\$549.00
10/1/2015			
Conc - Rent Control	October Credit	-\$288.00	\$495.00
Monthly Reserved Parking	October Charge	\$100.00	\$783.00
Monthly Apartment Rent	October Charge	\$2,118.00	\$683.00

Activity	Description	Amount	Balance
9/25/2015			
Check	#012200240027132	-\$1,870.00	-\$1,435.00
9/6/2015			
Late Fee	Auto Late Fee	\$45.00	\$435.00
9/1/2015			
Conc - Rent Control	September Credit	-\$288.00	\$390.00
Monthly Reserved Parking	September Charge	\$100.00	\$678.00
Monthly Apartment Rent	September Charge	\$2,118.00	\$578.00
8/26/2015			
Check	#051000019697832	-\$1,870.00	-\$1,540.00
8/6/2015			
Late Fee	Auto Late Fee	\$36.00	\$330.00
8/1/2015			
Conc - Rent Control	August Credit	-\$288.00	\$294.00
Monthly Reserved Parking	August Charge	\$100.00	\$582.00
Monthly Apartment Rent	August Charge	\$2,118.00	\$482.00
7/29/2015			
Reservation Fee	Cancelled Reservation	-\$250.00	-\$1,636.00
7/28/2015			

Activity	Description	Amount	Balance
Check	#051000014523640	-\$1,870.00	-\$1,386.00
7/26/2015			
Reservation Fee	Reservation Fee	\$250.00	\$484.00
7/6/2015			
Late Fee	Auto Late Fee	\$27.00	\$234.00
7/1/2015			
Conc - Rent Control	July Credit	-\$288.00	\$207.00
Monthly Reserved Parking	July Charge	\$100.00	\$495.00
Monthly Apartment Rent	July Charge	\$2,118.00	\$395.00
6/26/2015			
Check	#051000016245585	-\$1,870.00	-\$1,723.00
6/6/2015			
Late Fee	Auto Late Fee	\$18.00	\$147.00
6/1/2015			
Conc - Rent Control	June Credit	-\$288.00	\$129.00
Monthly Reserved Parking	June Charge	\$100.00	\$417.00
Monthly Apartment Rent	June Charge	\$2,118.00	\$317.00
5/28/2015			
Check	#051000010773602	-\$1,870.00	-\$1,801.00

Activity	Description	Amount	Balance
<hr/>			
5/6/2015			
Late Fee	Auto Late Fee	\$9.00	\$69.00
<hr/>			
5/1/2015			
Conc - Rent Control	May Credit	-\$288.00	\$60.00
Monthly Reserved Parking	May Charge	\$100.00	\$348.00
Monthly Apartment Rent	May Charge	\$2,118.00	\$248.00
<hr/>			
4/28/2015			
Check	#051000012823889	-\$1,870.00	-\$1,870.00
<hr/>			
4/1/2015			
Conc - Rent Control	April Credit	-\$288.00	\$0.00

EXHIBIT B

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

**EQUITY RESIDENTIAL MANAGEMENT, LLC VS. GURAL, §
HARRY §
§**

Location: **Landlord Tenant**
Judicial Officer: **Landlord & Tenant, Judge**
Filed on: **04/27/2016**

Case Information

File Date 04/27/2016

Cause of Action
Non-Payment of Rent

Description/Remedy
Action
Non-Payment of Rent

Case Type: Landlord & Tenant - Residential
Subtype: Non-Payment of Rent
Case Status: **04/27/2016 Open**

Assignment Information

Current Case Assignment


Case Number 2016-LTB-010863
Court Landlord Tenant
Date Assigned 04/27/2016
Judicial Officer Landlord & Tenant, Judge

Party Information


Lead Attorneys

Plaintiff	Equity Residential Management, LLC 3003 Van Ness St., N.W. WASHINGTON, DC 20008	Greenberg, Joshua M Retained 202-452-1400(W) 301-731-4601(H) GREENSTEIN DELORME & LUCHS PC 801 17TH STRET NW, SUITE 1000 WASHINGTON, DC 20006 jmg@gdlla.com
Defendant	Gural, Harry 3003 Van Ness Street, NW Apt. S707 WASHINGTON, DC 20008	Pro Se 202-713-6722(W) 3003 Van Ness Street, NW Apt. S707 WASHINGTON, DC 20008 harrygural@gmail.com

Events and Orders of the Court

04/27/2016  Complaint for Non-Payment of Rent Filed
Complaint for Non-Payment of Rent Filed Receipt: 377598 Date: 04/27/2016

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

05/10/2016  Aff of Service of Summons & Complaint by Personal Service
Affidavit of Service of Summons & Complaint by Personal Service Filed docketed 5-11-16 NA

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

05/13/2016



Praecipe Filed:
Praecipe Filed:

05/19/2016 **Initial Hearing** (9:00 AM) (Judicial Officer: Campbell, John M)
Initial Hearing Held

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

05/19/2016 Drayton Stay Entered
Drayton Stay Entered

05/19/2016

Praecipe to Continue:
Consent Praecipe 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

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 Praecipe 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

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

05/31/2016 Protective Order Assessment Paid and Docketed
Protective Order Assessment in the Amount of \$ 297.00 Paid and Docketed Receipt: 381096 Date: 05/31/2016

06/24/2016 Protective Order Assessment Paid and Docketed
Protective Order Assessment in the Amount of \$ 297.00 Paid and Docketed Receipt: 384275 Date: 06/24/2016

07/28/2016

Protective Order Assessment Paid and Docketed
Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 7/28/2016. HE Receipt: 388317 Date: 07/28/2016

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

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

08/30/2016 Protective Order Assessment Paid and Docketed
Protective Order Assessment in the Amount of \$ 297.00 Paid and Docketed Receipt: 392071 Date: 08/30/2016

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

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

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

09/01/2016 **Rule 13 Motions Hearing (Hand Delivered)** (10:30 AM) (Judicial Officer: Johnson, John Ramsey)
Rule 13 Motion Hearing Held

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)

09/01/2016 Order Denying Motion Entered on the Docket

Oral Order Denying Motion To Vacate Drayton Stay Entered on the Docket

09/01/2016

Event Resulted:

Event Resulted: The following event: Rule 13 Motions Hearing (Mailed) scheduled for 09/13/2016 at 10:30 am has been resulted as follows: Result: Event Cancelled 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

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

09/13/2016 **Rule 13 Motions Hearing (Mailed)** (10:30 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Event Cancelled

09/19/2016 **Further Initial Hearing** (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Event Cancelled

09/28/2016

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 09/28/16 Receipt: 395703 Date: 09/28/2016

10/28/2016

Protective Order Assessment Paid and Docketed

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

11/16/2016

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 11/16/2016. HE Receipt: 401930 Date: 11/16/2016

12/14/2016

Protective Order Assessment Paid and Docketed

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

01/18/2017

Protective Order Assessment Paid and Docketed


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

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

01/23/2017

 Praecipe to Continue:

Praecipe 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)

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

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

01/25/2017

Status Hearing (9:30 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Continued

02/01/2017

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 04/07/2017 at 9:30 am has been resulted as follows: Result: Status Hearing Continued 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

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

02/23/2017

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$ 297.00 Paid and Docketed HARRY GURAL (Defendant); Receipt: 413650 Date: 02/23/2017

03/13/2017

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 3/13/2017. HE Receipt: 416094 Date: 03/13/2017

04/07/2017

Status Hearing (9:30 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Continued

04/12/2017

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 4/12/2017 Receipt: 419174 Date: 04/12/2017

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 praecipe Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53

04/19/2017



Praecipe to Continue:

Consent Praecipe 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

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

04/21/2017

Status Hearing (9:30 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Continued

05/24/2017

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 5/24/17. Receipt: 424067 Date: 05/24/2017

06/21/2017

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00. Paid and Docketed on 6/21/17 HARRY GURAL (Defendant); Receipt: 427003 Date: 06/21/2017

06/22/2017

Status Hearing (9:30 AM) (Judicial Officer: Von Kann, Curtis E)

Status Hearing Held

06/22/2017

Event Resulted:

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

Event Resulted: The following event: Status Hearing scheduled for 06/22/2017 at 9:30 am has been resulted as follows: Result: Status Hearing Held. Courtsmart. Courtroom B-53. No parties appeared. Status Hearing continued to 07/06/2017 at 9:30am. Notice to parties. Judge: VON KANN, CURTIS E Location: Courtroom B-53 Participant(s): Judge CURTIS E VON KANN on behalf of Judge LANDLORD & TENANT COURTROOM

06/22/2017



Notice Mailed

Notice Mailed Notice Of Hearing [L&T] Sent on: 06/22/2017 15:32:49.11

06/22/2017

Status Hearing

Status Hearing Event: Status Hearing Date: 07/06/2017 Time: 9:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53

06/27/2017

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 07/06/2017 at 9:30 am has been resulted as follows: Result: Status Hearing Continued. Per Praecipe Filed Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53

06/27/2017



Praecipe Filed:

Consent Praecipe to Continue Status Hearing Scheduled for July 6, 2017 at 9:30 am to August 29, 2017 at 9:30 am Filed JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

06/27/2017

Status Hearing

Status Hearing Event: Status Hearing Date: 08/29/2017 Time: 9:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53

07/06/2017 **Status Hearing** (9:30 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Continued

07/26/2017

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$ 297.00 Paid and Docketed HARRY GURAL (Defendant); Receipt: 431203 Date: 07/26/2017

08/22/2017

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 08/29/2017 at 9:30 am has been resulted as follows: Result: Status Hearing Continued per Consent Praecipe Filed Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53

08/22/2017



Praecipe Filed:

Consent Praecipe Requesting Continuance Filed HARRY GURAL (Defendant); ; JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

08/22/2017

Status Hearing

Status Hearing Event: Status Hearing per Consent Praecipe Filed Date: 09/29/2017 Time: 9:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53

08/28/2017

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 8/28/17. HARRY GURAL (Defendant); Receipt: 435247 Date: 08/28/2017

08/29/2017 **Status Hearing** (9:30 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Continued

09/26/2017

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 09/29/2017 at 9:30 am has been resulted as follows: Result: Status Hearing Continued to November 7, 2017 Judge: SATTERFIELD, LEE F Location: Courtroom B-53

09/26/2017



Praecipe Filed:

Consent Praecipe to Continue Status Hearing Scheduled for September 29, 2017 to November 7, 2017 at 9:30 AM Filed HARRY

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

GURAL (Defendant); ; JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

09/26/2017

Status Hearing

Status Hearing Event: Status Hearing Date: 11/07/2017 Time: 9:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53

09/28/2017

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00. Paid and Docketed on 9/28/17 HARRY GURAL (Defendant); Receipt: 438903 Date: 09/29/2017

09/29/2017

Status Hearing (9:30 AM) (Judicial Officer: Satterfield, Lee F)

Status Hearing Continued

10/02/2017

pro se motion mailed by Clerk's Office


Protective Order Receipt Mailed by Clerk's Office

10/17/2017

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00. Paid and Docketed on 10/17/17 HARRY GURAL (Defendant) Receipt: 440932 Date: 10/17/2017

11/01/2017

 Praeipce to Continue:

Consent Praeipce Requesting Continuance Filed. HARRY GURAL (Defendant); ; JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

11/01/2017

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 11/07/2017 at 9:30 am has been resulted as follows: Result: Status Hearing Not Held. Consent Praeipce filed to Continue Status Hearing to March 29, 2017 at 9:30a.m. Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53

11/01/2017

Status Hearing

Status Hearing Event: Status Hearing Date: 03/29/2018 Time: 9:30 am Judge: LANDLORD & TENANT JUDGE B-53 Location: Courtroom B-53

11/07/2017

Status Hearing (9:30 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Not Held

11/24/2017

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$594.00. Paid and Docketed on 11/24/17 HARRY GURAL (Defendant) Receipt: 445927 Date: 11/24/2017

01/10/2018

 Notice Mailed

Notice Mailed Notice Of Hearing [L&T]] Sent on: 01/10/2018 10:16:49.13

01/29/2018

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297 Paid and Docketed on 1/29/18 HARRY GURAL (Defendant); Receipt: 453216 Date: 01/29/2018

02/28/2018

Protective Order Assessment Paid and Docketed


Protective Order Assessment in the Amount of \$297.00. Paid and Docketed on 2/28/18 HARRY GURAL (Defendant) Receipt: 457139 Date: 02/28/2018

03/28/2018

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 3/28/18. HARRY GURAL (Defendant); Receipt: 460404 Date: 03/28/2018

03/28/2018

 Praeipce to Continue:

Consent Praeipce Requesting Continuance HARRY GURAL (Defendant); ; JOSHUA M GREENBERG (Attorney) on behalf of EQUITY

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

03/28/2018

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 03/29/2018 at 9:30 am has been resulted as follows: Result: Status Hearing Continued to 9/13/18 at 9:30 am per Consent Praeipce Judge: LANDLORD & TENANT COURTROOM Location: LandLord & Tenant Courtroom B-109

03/28/2018

Status Hearing

Status Hearing Event: Status Hearing Date: 09/13/2018 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: LandLord & Tenant Courtroom B-109

03/29/2018 **Status Hearing** (9:30 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Continued

04/26/2018

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297 Paid and Docketed on 4/26/18 HARRY GURAL (Defendant); Receipt: 463727 Date: 04/26/2018

05/31/2018

Protective Order Assessment Paid and Docketed


Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 5/31/2018. HARRY GURAL (Defendant); Receipt: 468106 Date: 05/31/2018

06/26/2018

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 06/26/2018 HARRY GURAL (Defendant); Receipt: 471261 Date: 06/26/2018

07/12/2018

 Praeipce Substituting Counsel Filed

Praeipce Substituting Appearance Filed DEBRA F LEEGE (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff); GWYNNE BOOTH (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

07/26/2018

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$ 297.00 Paid and Docketed on 7/26/2018. HARRY GURAL (Defendant); Receipt: 475132 Date: 07/26/2018

08/28/2018

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00. Paid and Docketed on 8/28/18 HARRY GURAL (Defendant); Receipt: 479534 Date: 08/28/2018

09/12/2018

 Praeipce to Continue:

Consent Praeipce Requesting Continuance Filed HARRY GURAL (Defendant); ; PRO SE (Attorney) on behalf of HARRY GURAL (Defendant); GWYNNE BOOTH (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

09/12/2018

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 09/13/2018 at 10:00 am has been resulted as follows: Result: Status Hearing Continued until January 10, 2019 at 10:30am by consent of parties SV Judge: LANDLORD & TENANT COURTROOM Location: LandLord & Tenant Courtroom B-109

09/12/2018

 Notice Mailed

Notice Mailed Notice Of Hearing [L&T]] Sent on: 09/12/2018 11:23:46.80

09/12/2018

Status Hearing

Status Hearing Event: Status Hearing Date: 01/10/2019 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: LandLord & Tenant Courtroom B-109

09/13/2018 **Status Hearing** (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Continued

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

10/02/2018

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 10/02/2018 HARRY GURAL (Defendant); Receipt: 483909 Date: 10/02/2018

11/29/2018

Protective Order Assessment Paid and Docketed


Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 11/29/18 HARRY GURAL (Defendant); Receipt: 490740 Date: 11/29/2018

11/29/2018

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 11/29/18 HARRY GURAL (Defendant); Receipt: 490740 Date: 11/29/2018

01/08/2019

 Praeipce to Continue:

Consent Praeipce to Continue Status Hearing to 7/9/19 Filed submitted 01/08/2019 12:37. -MT HARRY GURAL (Defendant); ; JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

01/09/2019

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 01/10/2019 at 10:00 am has been resulted as follows: Result: Status Hearing Continued until July 9, 2019 by consent of parties Judge: LANDLORD & TENANT COURTROOM Location: LandLord & Tenant Courtroom B-109

01/09/2019

Status Hearing

Status Hearing Event: Status Hearing Date: 07/09/2019 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: LandLord & Tenant Courtroom B-109

01/09/2019

 Praeipce Entering Attorney Appearance Filed

[NO SIGNATURE] Praeipce Entering Attorney Appearance Filed submitted 01/09/2019 12:55. -MT Attorney: STEVENS, LINDY (888242180)

01/09/2019

 Praeipce Entering Attorney Appearance Filed

Praeipce Entering Attorney Appearance Filed. Submitted 01/09/2019 13:14-BL LINDY STEVENS (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

01/10/2019 **Status Hearing** (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)
Status Hearing Continued

01/10/2019

 Notice Mailed

Notice Mailed Notice Of Hearing [L&T]) Sent on: 01/10/2019 08:16:27.35

02/04/2019

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$891 Paid and Docketed on 2/4/19. HARRY GURAL (Defendant); Receipt: 498483 Date: 02/04/2019

05/07/2019

 Praeipce to Withdraw Appearance Filed

Praeipce to Withdraw Appearance Filed submitted 05/07/2019 14:18 -MT LINDY STEVENS (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

06/13/2019

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 6/13/2019. HARRY GURAL (Defendant); Receipt: 513549 Date: 06/13/2019

06/25/2019

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$ 297.00 Paid for July and Docketed on 6/25/2019 HARRY GURAL (Defendant);

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

Receipt: 514581 Date: 06/25/2019


06/25/2019

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid for August and Docketed on 6/25/2019 HARRY GURAL (Defendant);

Receipt: 514582 Date: 06/25/2019

06/27/2019

 Praecepto to Continue:

Consent Praecepto Requesting to Continue: Submitted 06/27/2019 15:14. cy HARRY GURAL (Defendant); ; JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

06/28/2019

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 07/09/2019 at 10:00 am has been resulted as follows: Result: Status Hearing Not Held Per Consent Praecepto filed 6/27/2019. cy Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

06/28/2019

Status Hearing

[SCHEDULED IN ERROR] Status Hearing Event: Status Hearing Date: 07/17/2019 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

07/01/2019

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 07/17/2019 at 10:00 am has been resulted as follows: Result: Event Scheduled in Error Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

07/01/2019

Status Hearing

Status Hearing Event: Status Hearing Date: 09/17/2019 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

07/01/2019



Notice Mailed

Notice Mailed Notice Of Hearing [L&T] Sent on: 07/01/2019 09:05:44.69

07/09/2019

Status Hearing (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Not Held

07/17/2019

Status Hearing (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)


Event Scheduled in Error

08/30/2019

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 08/30/2019. HARRY GURAL (Defendant); Receipt: 523098 Date: 08/30/2019

09/05/2019

 Praecepto to Continue:

Consent Praecepto to Continue Submitted 09/05/2019 10:11-MP GWYNNE BOOTH (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

09/05/2019

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 09/17/2019 at 10:00 am has been resulted as follows: Result: Event Cancelled Per Consent Praecepto to Continue Filed Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

09/05/2019

Status Hearing

Status Hearing Event: Status Hearing Date: 11/06/2019 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

09/06/2019



Notice Mailed

Notice Mailed Notice Of Hearing [L&T] Sent on: 09/06/2019 08:34:31.64

09/17/2019

Status Hearing (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

Event Cancelled

09/30/2019

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 9/30/2019. HARRY GURAL (Defendant); Receipt: 526630 Date: 09/30/2019

10/28/2019



Praecipe to Continue:

Consent Praecipe Requesting to Continue: Submitted 10/28/2019 14:13. cy

10/29/2019

Status Hearing

Status Hearing Event: Status Hearing Date: 11/18/2019 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

10/29/2019

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 11/06/2019 at 10:00 am has been resulted as follows: Result: Status Hearing Not Held Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

10/29/2019

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 11/18/2019 at 10:00 am has been resulted as follows: Result: Status Hearing Not Held Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

10/29/2019

Status Hearing

Status Hearing Event: Status Hearing Date: 12/18/2019 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

10/30/2019



Notice Mailed

Notice Mailed Notice Of Hearing [L&T]] Sent on: 10/30/2019 08:27:13.37

11/06/2019

Status Hearing (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Not Held

11/06/2019

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 11/06/2019. HARRY GURAL (Defendant); Receipt: 531641 Date: 11/06/2019

11/18/2019

Status Hearing (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Status Hearing Not Held

11/26/2019

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$594.00 Paid and Docketed on 11/26/2019 HARRY GURAL (Defendant); Receipt: 534083 Date: 11/26/2019

12/04/2019



Praecipe to Continue:

Consent Praecipe Requesting Continuance Filed. Submitted 12/04/2019 14:04-ME HARRY GURAL (Defendant); ; GWYNNE BOOTH (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

12/09/2019

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 12/18/2019 at 10:00 am has been resulted as follows: Result: Status Hearing Continued per Consent Praecipe Filed. Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

12/09/2019

Status Hearing

Status Hearing Event: Status Hearing Date: 01/29/2020 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

12/10/2019



Notice Mailed

Notice Mailed Notice Of Hearing [L&T]] Sent on: 12/10/2019 09:01:12.29


Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

12/18/2019 **Status Hearing** (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)
Status Hearing Continued

01/21/2020

 Praecepto to Continue:
Consent Praecepto Requesting Continuance Filed. Submitted 01/21/2020 16:08-ME HARRY GURAL (Defendant); ; GWYNNE BOOTH (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

01/23/2020

Event Resulted:
Event Resulted: The following event: Status Hearing scheduled for 01/29/2020 at 10:00 am has been resulted as follows: Result: Status Hearing Continued per consent praecipe filed Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

01/23/2020

Status Hearing
Status Hearing Event: Status Hearing Date: 04/15/2020 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

01/23/2020

 Notice Mailed
Notice Mailed Notice Of Hearing [L&T]] Sent on: 01/23/2020 09:05:06.79

01/29/2020

Status Hearing (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)
Status Hearing Continued

03/09/2020

Protective Order Assessment Paid and Docketed
Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 03/09/2020. HARRY GURAL (Defendant); Receipt: 547913 Date: 03/09/2020

03/09/2020

Protective Order Assessment Paid and Docketed
Protective Order Assessment in the Amount of \$297.00 Paid and Docketed on 03/09/2020. HARRY GURAL (Defendant); Receipt: 547914 Date: 03/09/2020

03/20/2020

Status Hearing
Status Hearing Event: Status Hearing Date: 06/03/2020 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

03/20/2020

Event Resulted:
Event Resulted: The following event: Status Hearing scheduled for 04/15/2020 at 10:00 am has been resulted as follows: Result: Status Hearing Continued to 6/3/2020 at 10:00 am due to court closure. Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

03/23/2020

 Notice Mailed
Notice Mailed Notice Of Hearing [L&T]] Sent on: 03/23/2020 10:11:02.55

04/15/2020

Status Hearing (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)
Status Hearing Continued

05/21/2020

Event Resulted:
Event Resulted: The following event: Status Hearing scheduled for 06/03/2020 at 10:00 am has been resulted as follows: Result: Event Cancelled due the current public health state of emergency. Case to be rescheduled at a later date. Notice mailed. JA Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

05/21/2020

Event Resulted:
Event Resulted: Event: Event Cancelled - Will Be Rescheduled Date: 05/01/2022 Time: 7:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

05/21/2020

Event Resulted:
Event Resulted: Event: Event Cancelled - Will Be Rescheduled Date: 05/01/2022 Time: 7:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

- 05/21/2020  Event Cancelled, Notice Sent
Event Cancelled, Notice Sent Cancellation Notice Sent on: 05/21/2020 10:44:58.52
- 06/03/2020 **Status Hearing** (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)
Event Cancelled
- 07/16/2020
Protective Order Assessment Paid and Docketed
Protective Order Assessment in the Amount of \$1188 Paid and Docketed on 7/16/2020 HARRY GURAL (Defendant); Receipt: 550714 Date: 07/16/2020 Receipt 550714 reversed by 550715 on 07/16/2020.
- 07/20/2020
Protective Order Assessment Paid and Docketed
Protective Order Assessment in the Amount of \$1000 Paid and Docketed on 07/20/2020. HARRY GURAL (Defendant); Receipt: 550720 Date: 07/21/2020
- 07/20/2020  Miscellaneous Docket
Receipt for Protective Order Assessment in the Amount of \$1000 Paid and Docketed on 07/20/2020.
- 10/14/2020
Protective Order Assessment Paid and Docketed
Protective Order Assessment in the Amount of \$1,000.00 Paid and Docketed on 10/14/2020. HARRY GURAL (Defendant); Receipt: 550982 Date: 10/15/2020
- 10/14/2020  Miscellaneous Docket
Receipt for Protective Order Assessment in the Amount of \$1,000.00 Paid and Docketed on 10/14/2020.
- 10/25/2020 
Praeceipt to Change Address
Praeceipt to Change Address. Submitted 10/25/2020 22:43 AL JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)
- 10/25/2020 
Praeceipt to Change Address
Praeceipt to Change Address. Submitted 10/25/2020 22:46. AL JOSHUA M GREENBERG (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)
- 11/25/2020
Protective Order Assessment Paid and Docketed
Protective Order Assessment in the Amount of \$1000.00 Paid and Docketed on 11/25/2020 HARRY GURAL (Defendant); Receipt: 551156 Date: 11/25/2020
- 11/25/2020  Miscellaneous Docket
Receipt for Protective Order Assessment in the Amount of \$1,000.00 Paid and Docketed on 11/25/2020
- 12/15/2020
Event Resulted:
Event Resulted: The following event: Event Cancelled - Will Be Rescheduled scheduled for 05/01/2022 at 7:00 am has been resulted as follows: Result: Event Cancelled Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109
- 02/04/2021
Event Scheduled
Event Scheduled The following event: Event Cancelled - Will Be Rescheduled scheduled for 05/01/2022 at 7:00 am has been resulted as follows: Result: Future Event Scheduled Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109
- 02/04/2021
Status Hearing
Status Hearing Event: Status Hearing Date: 04/01/2021 Time: 9:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109
- 02/05/2021  Notice Mailed
Notice Mailed Notice Of Remote Hearing [L&T] Sent on: 02/05/2021 09:52:35.90
- 03/22/2021

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$1,000.00 Paid and Docketed on 3/22/21. HARRY GURAL (Defendant); Receipt: 551809 Date: 03/22/2021

03/22/2021



Miscellaneous Docket

Protective Order Receipt

03/25/2021



Praecipe to Continue:

Consent Praecipe to Continue. Submitted 03/25/2021 10:19. AL

03/25/2021

Status Hearing

Status Hearing Event: Status Hearing Date: 11/17/2021 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

03/25/2021

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 04/01/2021 at 9:00 am has been resulted as follows: Result: Event Cancelled Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

03/26/2021



Notice Mailed

Notice Mailed Notice Of Remote Hearing [L&T] Sent on: 03/26/2021 08:49:21.01

04/01/2021

Status Hearing (9:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)

Event Cancelled

06/22/2021

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$1000 Paid and Docketed on 06/22/2021. Receipt: 552398 Date: 06/22/2021

06/22/2021

Miscellaneous Docket

Receipt for Protective Order 61677110

08/17/2021

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$1,000.00 Paid and Docketed on 08/17/2021. KNE HARRY GURAL (Defendant); Receipt: 552800 Date: 08/17/2021

08/17/2021



Miscellaneous Docket

Receipt 62686868 For Protective Order Assessment in the Amount of \$1,000.00 Paid and Docketed on 08/17/2021. KNE HARRY GURAL (Defendant);

10/15/2021

Praecipe to Continue:

Consent Praecipe Requesting Continuance Filed. Submitted on 10/15/2021 13:11. sw Attorney: BOOTH, GWYNNE (996112)

10/25/2021

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 11/17/2021 at 10:00 am has been resulted as follows: Result: Status Hearing Continued Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

10/25/2021

Status Hearing

Status Hearing Event: Status Hearing Date: 07/29/2022 Time: 12:00 pm Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

10/26/2021



Notice Mailed

Notice Mailed Notice Of Remote Hearing [L&T] Sent on: 10/26/2021 12:48:53.61

11/02/2021

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$ 1,000.00 Paid and Docketed on 11/02/2021 Receipt: 553534 Date: 11/02/2021

11/02/2021



Miscellaneous Docket

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

Protective Order Assessment in the Amount of \$ 1,000.00 Paid and Docketed on 11/02/2021 Receipt: 553534 Date: 11/02/2021

11/17/2021 **Status Hearing** (10:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)
Status Hearing Continued

01/18/2022

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$1000.00 Paid and Docketed on 1/18/2022. AL HARRY GURAL (Defendant); Receipt: 554432 Date: 01/18/2022

01/18/2022 Miscellaneous Docket

Receipt for Protective Order Assessment in the Amount of \$1000.00 Paid and Docketed on 1/18/2022. AL

05/01/2022 **Event Cancelled - Will Be Rescheduled** (7:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)
Event Cancelled


05/01/2022 **Event Cancelled - Will Be Rescheduled** (7:00 AM) (Judicial Officer: Landlord & Tenant, Courtroom)
Future Event Scheduled

06/22/2022

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$1000 Paid and Docketed on 06/22/2022 HARRY GURAL (Defendant); Receipt: 558784 Date: 06/22/2022

06/22/2022

 Miscellaneous Docket

Receipt for Protective Order Assessment in the Amount of \$1000 Paid and Docketed on 06/22/2022

07/11/2022

 Praecepto to Continue:

Praecepto to Continue Status Hearing Filed submitted 07/11/2022 16:22. lpw GWYNNE BOOTH (Attorney) on behalf of EQUITY RESIDENTIAL MANAGEMENT, LLC (Plaintiff)

07/11/2022

Status Hearing

Status Hearing Event: Status Hearing Date: 12/14/2022 Time: 10:00 am Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

07/11/2022

Event Resulted:

Event Resulted: The following event: Status Hearing scheduled for 07/29/2022 at 12:00 pm has been resulted as follows: Result: Status Hearing Continued Judge: LANDLORD & TENANT COURTROOM Location: Landlord & Tenant Courtroom B-109

07/13/2022

 Notice Mailed

Notice Mailed Notice Of Remote Hearing [L&T] Sent on: 07/13/2022 10:05:08.63

07/26/2022

Protective Order Assessment Paid and Docketed

Protective Order Assessment in the Amount of \$1,000.00 Paid and Docketed on 07/26/2022. KNE HARRY GURAL (Defendant); Receipt: 560041 Date: 07/26/2022

07/26/2022

 Miscellaneous Docket

Receipt For Protective Order ID 68555940 Assessment in the Amount of \$1,000.00 Paid and Docketed on 07/26/2022 HARRY GURAL (Defendant);

07/29/2022 **Status Hearing** (12:00 PM) (Judicial Officer: Landlord & Tenant, Courtroom)
Status Hearing Continued

10/14/2022 Court Ordered Escrow

Court Ordered Escrow Receipt: 564138 Date: 10/14/2022

10/14/2022

Protective Order Assessment Paid and Docketed

(((ERROR)))Protective Order Assessment in the Amount of \$1000 Paid and Docketed on 10/17/2022. LKG HARRY GURAL (Defendant); Receipt: 564251 Date: 10/17/2022 Receipt 564251 reversed by 564261 on 10/17/2022.

10/17/2022






Miscellaneous Docket

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

Receipt For Protective Order ID 69985272 Assessment in the Amount of \$1,000.00 Paid and Docketed on 10/17/2022 LKG. HARRY GURAL (Defendant);

- 12/12/2022  Notice to Court (Praecipe) Requesting Continuance
Party: Defendant Gural, Harry
- 12/14/2022 **CANCELED Status Hearing** (10:00 AM) (Judicial Officer: Assigned Landlord and Tenant Courtroom, Judge)
Vacated
- 02/21/2023 Protective Order Assessment Paid and Docketed
in the amount of \$1000.
Party: Defendant Gural, Harry
- 05/01/2023  Notice to Court (Praecipe) Requesting Continuance
Party: Plaintiff Equity Residential Management, LLC;
Primary Attorney Greenberg, Joshua M
- 05/17/2023  **CANCELED Remote Status Conference** (9:00 AM) (Judicial Officer: Landlord & Tenant, Judge)
Withdrawn
- 05/24/2023  Notice to Court (Praecipe) to Withdraw Filed
Party: Plaintiff Equity Residential Management, LLC
- 06/26/2023  Protective Order Assessment Paid and Docketed
in the amount of \$1,000.00.
Party: Defendant Gural, Harry
- 08/02/2023  Protective Order Assessment Paid and Docketed
in the amount of \$1,000.00.
Party: Defendant Gural, Harry
- 10/17/2023  Protective Order Assessment Paid and Docketed
in the amount of \$1000.
Party: Defendant Gural, Harry
- 11/14/2023  Notice Entering Limited/Temporary Appearance Filed
Docketed on: 11/14/2023
Filed by: Defendant Gural, Harry
- 11/14/2023  Notice to Court (Praecipe) Requesting Continuance
Consent Praecipe Requesting Continuance
Party: Defendant Gural, Harry;
Plaintiff Equity Residential Management, LLC;
Primary Attorney Greenberg, Joshua M
- 11/15/2023  **CANCELED Remote Status Hearing** (10:00 AM) (Judicial Officer: Landlord & Tenant, Judge)
Request of Party/Parties
- 02/05/2024  Protective Order Assessment Paid and Docketed
in the amount of \$1,000.00.
Party: Defendant Gural, Harry
- 02/22/2024  Notice to Court (Praecipe) to Extend Time
Party: Plaintiff Equity Residential Management, LLC
- 02/28/2024  **Remote Status Hearing** (10:00 AM)
MINUTES - 02/28/2024
Held and Continued;
Journal Entry Details:
(CourtSmart) REMOTE Plaintiff's attorney Smith present through WebEx. Defendant failed to appear. Case

Landlord Tenant

Case Summary

Case No. 2016-LTB-010863

continued for Remote Status Hearing on 4/24/2024 at 9:00 am in Courtroom B-52.;
Held and Continued

03/26/2024



Protective Order Assessment Paid and Docketed
in the amount of \$1000.00.
Party: Defendant Gural, Harry

04/24/2024



Remote Status Hearing (9:00 AM) (Judicial Officer: Landlord & Tenant, Judge)

Financial Information

Defendant Gural, Harry

Total Financial Assessment

10.00

Total Payments and Credits

10.00

Balance Due as of 04/02/2024

0.00

Plaintiff Equity Residential Management, LLC

Total Financial Assessment

25.00

Total Payments and Credits

25.00

Balance Due as of 04/02/2024

0.00

Defendant Gural, Harry

Court Ordered Escrow Balance as of

04/02/2024

28,474.00

Plaintiff Equity Residential Management, LLC

Court Ordered Escrow Balance as of

04/02/2024

1,594.00

EXHIBIT C



Harry Gural <harrygural@gmail.com>

Consent praecipe to lift protective order

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

Mon, Nov 30, 2020 at 10:00 AM

Gwynne,

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

Many thanks,

Harry

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

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

HARRY GURAL

270 Ridgcrest Circle, Apt. 109

Lewisburg, PA 17837

November 30, 2020

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

Dear Gwynne,

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

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

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

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

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

Sincerely yours,


Harry Gural

Email: harrygural@gmail.com

Cell: (202) 527-2280

Consent praecipe to lift protective order

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

Mon, Nov 30, 2020 at 10:53 AM

Good morning Harry,

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

Thanks,

Gwynne

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

**Gwynne L. Booth, Esq.**

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

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

www.gdllaw.com



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[Quoted text hidden]



Harry Gural <harrygural@gmail.com>

Letter requesting consent praecipe to lift the protective order

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

Thu, Aug 19, 2021 at 3:17 PM

Gwynne,

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

Many thanks,

Harry

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

HARRY GURAL

270 Ridgcrest Circle, Apt. 109 Lewisburg, PA 17837

August 19, 2021

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

Dear Gwynne,

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

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

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

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

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

Sincerely yours,



Harry Gural

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

Letter requesting consent praecipe to lift the protective order

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

Tue, Oct 19, 2021 at 2:03 PM

Gwynne,

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

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

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

Many thanks,

Harry Gural

[Quoted text hidden]



Harry Gural <harrygural@gmail.com>

Letter requesting consent praecipe to lift the protective order

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

Thu, Oct 28, 2021 at 1:44 PM

Harry,

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

[Quoted text hidden]

HARRY GURAL

3003 Van Ness Street, NW, #S-707

Washington, DC 20008

harrygural@gmail.com

January 25, 2022

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

Dear Mr. Luper,

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

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

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

It seems to me that you have two choices:

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

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

Sincerely,



Harry Gural

CC:

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

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



Harry Gural <harrygural@gmail.com>

Letter requesting consent praecipe to lift the protective order

Harry Gural <harrygural@gmail.com>

Tue, Mar 15, 2022 at 11:05 AM

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

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

Spencer,

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

Harry

[Quoted text hidden]



Harry Gural <harrygural@gmail.com>

Letter requesting consent praecipe to lift the protective order

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

Tue, Mar 15, 2022 at 12:06 PM

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

Sent from my iPhone
Richard W. Luchs
Greenstein Delorme and Luchs, P.C
[801 17th Street, N.W.](#)
[Suite 1000](#)
[Washington , D.C. 20006](#)

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

[Quoted text hidden]



Harry Gural <harrygural@gmail.com>

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

Richard W. Luchs <RWL@gdllaw.com>

Wed, May 25, 2022 at 3:38 PM

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

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

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

Richard W. Luchs, Esq.

Greenstein DeLorme & Luchs, P.C.

801 17th Street, N.W.

Suite 1000

Washington, D.C. 20006

Phone: 202.452.1400 x 5672

Fax: 202.452.1410

E-mail: rwl@gdllaw.com

www.gdllaw.com

[Quoted text hidden]



Harry Gural <harrygural@gmail.com>

L&T court protective order

1 message

Harry Gural <harrygural@gmail.com>

Mon, Jun 12, 2023 at 12:42 PM

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

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

Mr. Ritchie,

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

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

Harry Gural



Harry Gural <harrygural@gmail.com>

Lifting the protective order

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

Wed, Mar 13, 2024 at 10:12 AM

Mr. Ritchie,

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

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

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

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

Harry Gural



Harry Gural <harrygural@gmail.com>

Lifting the protective order

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

Fri, Mar 15, 2024 at 1:12 PM

Mr. Ritchie,

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

Harry Gural
[Quoted text hidden]

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Tenant's Closing Arguments was served on this 2nd day of April, 2024, at approximately 4:30 am, by email upon:

Spencer B. Ritchie (D.C. Bar No. 167352)
Richard W. Luchs (D.C. Bar No. 243931)
Greenstein, DeLorme and Luchs
801 17th Street, N.W., Suite 1000
Washington, DC 20006-3967



April 2, 2024

Harry Gural
Tenant/Petitioner, *pro se*

144 Ridgeway Drive
Lewisburg, PA 17837