

**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 RESPONSE TO HOUSING PROVIDER’S OPPOSITION TO MOTION TO
RECONSIDER EXHIBITS NOT ADMITED AS EVIDENCE**

Tenant submits his Response to the Housing Provider’s effort to block introduction of Exhibits 624, 637, 656, 651, 652, and 657 as evidence.

The primary issue at this state in this case is whether the Housing Provider acted *in bad faith* when in April 2016 it began charging the Tenant \$297 per month above the maximum legal rent increase. (§42–3502.08. Increases above base rent)

The Housing Provider’s account statement for the Tenant as of March 15, 2024, shows that it has imposed additional rent increases and added additional fees in the past eight years. Housing Provider now claims that the total amount the Tenant owes is \$51,306.42. (EXHIBIT A)

In addition, Tenant has been forced to pay \$27,474.00 into a protective order the Housing Provider’s case in the Landlord and Tenant Branch of DC Superior Court. (Equity Residential Management vs. Gural, 2016-LTB-10863) (EXHIBIT B)

Housing Provider claims that these overcharges were an honest mistake – a misinterpretation of the law. The Tenant argues that the overcharges were made *in bad faith* and he is therefore due damages of treble the overcharge – more than \$150,000. (§42–3509.01. Penalties)

At the recent hearing on February 28, 2024, the Equity Residential general manager for the apartment building at 3003 Van Ness, Josh Luper, claimed that he did not know the meaning of the word “rent” and that he has no idea how the Housing Provider calculates rent increases. As implausible as those claims may be, the Tenant intends to provide overwhelming evidence that Equity Residential knew the meaning of the word “rent,” and that its actions were illegal.

The aforementioned exhibits bolster the Tenant’s argument that the Housing Provider imposed rent increases *in bad faith*. The documents were provided to the Tenant by the Housing Provider under a court-ordered, limited process of discovery; the Housing Provider cannot question the authenticity of the documents that it itself provided, unless it now claims that it provided false documents. The Tenant provided in his March 12th Motion for Reconsideration additional information regarding the foundation for admitting these documents as evidence, arguing that the documents provide evidence that the Housing Provider imposed rent increases *in bad faith*.

Clearly, the Housing Provider would rather suppress such evidence. Since 2016, the Housing Provider’s strategy has been to block evidence, block witnesses and to attempt to intimidate with tens of thousands of dollars in charges.

The Tenant respectfully requests that the Court allow a robust examination of the available evidence and that it accept into evidence Exhibits 624, 637, 656, 651, 652, and 657.

Respectfully submitted,

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

HARRY GURAL
Tenant/Petitioner *pro se*

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

Dated: March 15, 2024