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EXHIBIT A

**DISTRICT OF COLUMBIA
OFFICE OF ADMINISTRATIVE HEARINGS**

<p>HARRY GURAL Tenant/Petitioner,</p> <p style="text-align: center;">v.</p> <p>EQUITY RESIDENTIAL MANAGEMENT Housing Provider/Respondent.</p>	<p>Case No.: 2016 DHCD TP 30,855</p> <p>3003 Van Ness Street, N.W. Apt. S-707 Administrative Law Judge: M. Colleen Currie</p>
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AFFIDAVIT OF HARRY GURAL

I, Harry Gural, declare under penalty of perjury as follows:

1. I am over twenty-one (21) years of age and make this Affidavit on personal knowledge and in support of the Tenant/Petitioner's Motion for Partial Summary Judgment in the above captioned case.
2. I am a tenant at 3003 Van Ness Street (the "Housing Accommodation").
3. I am the president of the Van Ness South Tenants Association ("VNSTA"), which represents tenants at the Housing Accommodation.
4. In my role as President of VNSTA, I have helped more than 60 tenants who have asked my help in dealing with the Housing Provider's demands for rent increases that substantially exceed the amount allowable by law.
5. Each of those tenants has told me that the Housing Provider sent them a rent increase notice listing their current rent as substantially higher than what they pay each month—in some cases, as much as \$1,500 per month higher.
6. Tenants tell me that they were pressured to sign a new lease and to pay a rent increase that is substantially more than the amount allowed under DC law.
7. Tenants have shared with me with me emails and other evidence that corroborates their claims. With their permission, I have shared this information with city official and members of the City Council. *True and accurate copies of 20 tenants' RAD-8 rent increase forms (with names redacted) are attached as Exhibit Q.*
8. To find out more about the Housing Provider's historical rent filings with the Rental Accommodations Division, I submitted a Freedom of Information Act (FOIA) on November 17, 2016. *A true and accurate copy of the request is attached as Exhibit O.*
9. I corresponded about my FOIA request via email with employees of the Rental Accommodations Division between November 17, 2016 and February 17, 2017. In those emails I requested expedited processing of my FOIA request. *See Exhibit R.*

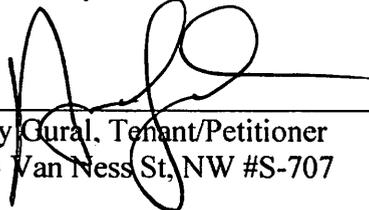
10. I received a partial set of documents on January 13, 2017 then received additional documents on January 14, 2017. The documents for the years 2013 through 2016 appear to be nearly complete. The documents for 2006 through 2012 are incomplete. *True and accurate copies of the Housing Provider's RAD-9 Forms received from the Rental Accommodations Division via the FOIA request are attached as Exhibits AA through EE.*
11. As a result of a Freedom of Information Act (FOIA) request, I found that for many years the Housing Provider has systematically reported rents to the Rental Accommodation Division that appear to be far above market rates. *True and accurate copies of the Housing Provider's RAD-9 Forms received from the Rental Accommodations Division via the FOIA request are attached as Exhibits AA through EE.*
12. Dozens of tenants have told me that when they first moved into the building they were caught in a "bait and switch." They report that the Housing Provider advertises apartments at rents consistent with market prices, but later requires tenants to sign leases listing a much higher "rent" – as much as \$1,500 higher. Tenants tell that leasing agents told them this is "required by DC rent control laws" or "just a formality." *See emails to three tenants attached as Exhibit U.*
13. To check residents' claims, I made screen shot of the Housing Provider's website on February 22, 2017. They show prices for one-bedroom apartments ranging from \$1,834 to \$2,198. *A true and accurate screen shot of the Housing Provider's home page on that date is attached as Exhibit P.*
14. The Housing Provider sends to Tenants a rent increase form (RAD-8) that lists two senders – the Housing Provider and the DC Department of Housing and Community Development. Many Tenants tell me that because this appears to be an official document they paid the high rent increase demanded or ended up paying a new rent substantially higher than what they later learned was the legal maximum. *See Exhibit Q.*
15. My personal experience confirms tenants' reports. In January 2015, the Housing Provider sent me a rent increase form listing my "current rent charged" as \$2,048. *A true and accurate copy of Form RAD-8 is attached as Exhibit E.*
16. My bank statement shows that at that time I was paying \$1,870 (\$1,770 rent plus \$100 parking) to Equity Residential on a recurring basis. *A true and accurate copy of the Wells Fargo bank statement dated January 28, 2015 is attached as Exhibit G.*
17. In January 2016, the Housing Provider sent me a rent increase form listing my "current rent charged" as \$2,118. *A true and accurate copy of Form RAD-8 is attached as Exhibit D.*
18. My Wells Fargo bank statement shows that at that time I was paying \$1,930 (\$1,830 rent plus \$100 parking) to Equity Residential on a recurring basis. *A true and accurate copy of the Wells Fargo bank statement dated January 28, 2016 is attached as Exhibit I.*
19. In 2015, I began rent negotiations with the Housing Provider via email sent on February 8. The Housing Provider attests that it submitted the final rent amount to the RAD on January 27—before negotiations began. In 2016, I began rent negotiations with the Housing Provider via email on March 13. The Housing Provider attests that it submitted the final rent figure to the RAD on February 2—before negotiations began. *True and accurate*

copies of the emails I sent to General Manager Avis Duvall on February 8, 2015 and on March 13, 2016 are attached as Exhibits K and L.

20. On March 18, 2016, I met with the Housing Provider's General Manager to negotiate rent for the year beginning April 1, 2016. We came to an agreement that I would pay \$1,895 per month. However, the General Manager told me that in order to get the negotiated monthly payment I would have to sign a new lease listing the rent as \$2,192. I refused to sign a lease with an incorrect figure listed as the rent. *See email discussing date of meeting – Exhibit L.*
21. In the spring of 2015, after an entire rental year in which the Housing Provider claims that I paid \$278 per month (\$2048-\$1,770) less than the "rent charged," the Housing Provider did not initiate legal proceedings against me.
22. A year later in April, 2016, after I refused to sign a lease listing the rent as \$2,192 when in fact I would pay \$1,895 per month, the Housing Provider filed suit against me in the Landlord and Tenant Branch of DC Superior Court. *A true and accurate copy of the Verified Complaint for Possession of Real Property dated is attached as Exhibit N.*
23. On February 12, I phoned several other Equity Residential properties in Washington DC that are subject to rent stabilization. Leasing agents at five of those properties report that they use "concession" leases—listing on leases rent amounts that exceed the monthly amount paid by tenants.
24. I have been told in multiple conversations with employees of the RAD that it does not verify rent amounts submitted by Housing Providers. This was confirmed in an email exchange with the Acting Rent Administrator. *A true and accurate copy of my email exchange with Acting Rent Administrator Keith Anderson on February 7 to February 10, 2016 is attached as Exhibit S.*
25. The RAD tells me it does not investigate rent filings even when a tenant can provide bank statements proving that the rent paid is far less than the amount the Housing Provider filed. The Acting Rent Administrator told me via email that the RAD has not conducted a single investigation in the past five years. *See Exhibit S.*

I hereby state under penalty of perjury that the foregoing statements are true and correct.

Respectfully submitted,



Harry Gural, Tenant/Petitioner
3003 Van Ness St, NW #S-707

March 3, 2017

Washington, DC 20008
Telephone (202) 527-2280

Email: harrygural@gmail.com

EXHIBIT B

ECONOMIC INTEREST DEED

Transferor Name: Archstone Property Holdings LLC
Archstone Multifamily Series I Trust

Transferor Address: c/o Archstone, 9200 East Panorama Circle,
Suite 400
Englewood, CO 80112



Transferor Phone: 303-708-5959

Transferee Name: ERP Operating Limited Partnership
Transferee Address: Two North Riverside Plaza, Suite 400
Chicago, IL 60606

Transferee Phone: 312-474-1300

Interest Transferred: a 100% membership interest in Archstone DC Master Holdings LLC
Date of Transfer: February 27, 2013

Underlying
(Qualifying)
Real Property: Van Ness South (DC 019) – 3003 Van Ness Street, NW
Lot 0806, Square 2049

Consideration: \$197,834,622

[Signatures on following pages]

Return to:
Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
Attn: Lee Berner

Van Ness South
EAST\55190240.2

45

EXHIBIT C

Section 1: 10-K (10-K)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended **DECEMBER 31, 2015**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 1-12252 (Equity Residential)

Commission File Number: 0-24920 (ERP Operating Limited Partnership)

EQUITY RESIDENTIAL
ERP OPERATING LIMITED PARTNERSHIP
(Exact name of registrant as specified in its charter)

Maryland (Equity Residential)
Illinois (ERP Operating Limited Partnership)
(State or other jurisdiction of incorporation or organization)

Two North Riverside Plaza, Chicago, Illinois 60606
(Address of principal executive offices) (Zip Code)

13-3675988 (Equity Residential)
36-3894853 (ERP Operating Limited Partnership)
(I.R.S. Employer Identification No.)

(312) 474-1300
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Common Shares of Beneficial Interest, \$0.01 Par Value (Equity Residential)
7.57% Notes due August 15, 2026 (ERP Operating Limited Partnership)
(Title of each class)

New York Stock Exchange
New York Stock Exchange
(Name of each exchange on which registered)

Securities registered pursuant to Section 12(g) of the Act:

None (Equity Residential)
Units of Limited Partnership Interest (ERP Operating Limited Partnership)
(Title of each class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Equity Residential Yes No

ERP Operating Limited Partnership Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Equity Residential Yes No

ERP Operating Limited Partnership Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Equity Residential Yes No

ERP Operating Limited Partnership Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Equity Residential Yes No

ERP Operating Limited Partnership Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Equity Residential

ERP Operating Limited Partnership

Corporate Profile



Webcast

Equity Residential 4Q16 Earnings Conference Call
Wednesday, February 1, 2017, 10 am CT

Equity Residential is an S&P 500 company focused on the acquisition, development and management of high quality apartment properties in top U.S. growth markets. Equity Residential owns or has investments in 315 properties consisting of 79,458 apartment units located primarily in Boston, New York, Washington DC, Seattle, San Francisco and Southern California.

We are building value for our shareholders, residents and employees by combining the resources of a large company and a national presence with strong local management and expertise. Shares of the company are traded on the New York Stock Exchange under the symbol, [EQR](#). Equity Residential is a member of the S&P 500.

Market Summary

Trading Symbol	EQR
Exchange	NYSE
Market Value (\$M)	23,347.41
Stock Quote	\$ 63.60
Change 	\$ 0.53 0.84 %
Volume	947,445

As of March 1, 2017 12:33 PM
Minimum 20-minute delay.

Preliminary Estimate of Tax Categorization of EQR 2016

- EARNINGS
- ANNUAL REPORT & PROXY
- SUSTAINABILITY
- CORPORATE PROFILE 
- OFFICERS & DIRECTORS
- CORPORATE GOVERNANCE
- STOCK INFORMATION
- HISTORIC PRICES
- CAPITAL OFFERINGS
- PRESS RELEASES/NEWS
- SEC FILINGS
- SECTION 16 FILINGS
- INSIDER OWNERSHIP
- PRESENTATIONS
- FINANCIAL HIGHLIGHTS
- PEER ANALYSIS
- ANALYST COVERAGE / ESTIMATES
- MARKET SPECIALIST
- CREDIT RATINGS
- DIVIDENDS
- DIVIDEND TAX TREATMENT
- FORM 8937 REPORTING
- EVENT CALENDAR
- EMAIL NOTIFICATION
- INFORMATION REQUEST

EXHIBIT D

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

Harry Gural
3003 Van Ness Street, N.W. Apt # S0707
Washington, DC 20008

Date: 01/15/2016

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 2,118
The dollar adjustment in your rent charged is:	\$ 74
The percentage adjustment in your rent charged	3.50 %
Your new rent charged is:	\$ 2,192
The effective date is:	04/01/2016

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

EXHIBIT E

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

Harry Gural
3003 Van Ness Street, N.W. Apt # S0707
Washington, DC 20008

Date: 01/15/2015

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ <u>2,048</u>
The dollar adjustment in your rent charged is:	\$ <u>70</u>
The percentage adjustment in your rent charged	<u>3.40</u> %
Your new rent charged is:	\$ <u>2,118</u>
The effective date is:	<u>04/01/2015</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2014 through April 2015 is 1.4%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

EXHIBIT F



District of Columbia Department of Housing and Community Development
 Housing Regulation Administration – Rental Accommodations Division (RAD)
 1800 Martin Luther King Jr. Avenue SE, 2nd Floor
 Washington, DC 20020
 (202) 442-9505

RAD Date Stamp

Internal Use Only
 C/O current:

yes no n/a
 BBL current: yes no
 Reg. current: yes no

**CERTIFICATE OF NOTICE TO RAD
 OF ADJUSTMENTS IN RENT CHARGED**

**HOUSING PROVIDER(S) SHALL FILE THIS CERTIFICATE WITH THE RENTAL
 ACCOMMODATIONS DIVISION. THIS FORM IS NOT SERVED ON TENANTS.**

I, Smith Property Holdings Van Ness L.P., declare, affirm and ratify as follows:
 (Housing Provider's Name)

1. I am the Housing Provider of the following Housing Accommodation or Rental Unit(s)
 (address): Archstone Van Ness, 3003 Van Ness Street, N.W.
Washington, D.C. 20008

2. My business address is (No P.O. Box): Robert Grealy
1500 Massachusetts Ave NW, Suite 25, Washington, DC 20005

3. My business telephone number and email address are:
202-971-7065, rgrealy@eqr.com

4. The Certificate of Occupancy number for the Housing Accommodation is B175541

5. My Basic Business License number is 54002038 and expires on (date): 10/31/2015

6. My RAD Registration Number for the Housing Accommodation is: 54002038

7. Attached hereto are the following documents related to the adjustment(s) in the rent charged for the Housing Accommodation and the Rental Unit(s): (1) a sample "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" (except for Vacancy Increases); and (2) a completed "Appendix of Notices of Adjustments in Rent(s) Charged."

8. The "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" was served on each of the Tenant(s) listed in the "Appendix of Notices of Adjustments in Rent(s) Charged" prior to the filing of this "Certificate of Notice to RAD of Adjustments in Rent Charged."

9. The Rental Unit(s) and common elements of the Housing Accommodation are in substantial compliance with the Housing Code as required by 14 DCMR § 4216.2 (2004), or any noncompliance is the result of Tenant neglect or misconduct.

I declare, affirm and ratify under penalty of perjury that the foregoing information is complete and accurate to the best of my knowledge. I fully understand and acknowledge that my signature below shall be deemed as the taking of an oath or affirmation regarding all of the information provided herein, to which the sanctions for perjury, false swearing or false statements under D.C. OFFICIAL CODE §§ 22-2402, 2404 & 2405 (Supp. 2008), respectively, shall apply.

Smith Property Holdings Van Ness L.P.

Housing Provider's Printed Name

Housing Provider's Signature
 Gene Santomartino, Agent For Housing Provider

01/15/2015

Date:

APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED

(with Continuation Page)

Unit No.	Tenant(s) Name(s)	Old Rent	New Rent	Dollar Change	Percent Change	Section of Act	Date when Tenant Served with Notice	Effective Date of Rent Adjustment	21(a)(2) Rental Unit No.	Type of Service (No. is below)
S0107	Chris Pirisino, Sarita Perales	2624	2713	89	3.4	208(h)(2)	01/15/2015	04/01/2015		4
S0217	Nicholas Serrano, Yulia Danilina	2258	2335	77	3.4	208(h)(2)	01/15/2015	04/01/2015		4
S0220	Benjamin McKee, Alanna Tievsky	2995	3097	102	3.4	208(h)(2)	01/15/2015	04/12/2015		4
S0221	Cheryl Thoren	2192	2267	75	3.4	208(h)(2)	01/15/2015	04/05/2015		4
S0407	Bradley Erickson, Anne Limowski	3175	3283	108	3.4	208(h)(2)	01/15/2015	04/25/2015		4
S0417	Jeff Reisman	2339	2419	80	3.4	208(h)(2)	01/15/2015	04/30/2015		4
S0501	Elizabeth Rekowski, Melanie Jones	3721	3848	127	3.4	208(h)(2)	01/15/2015	04/19/2015		4
S0505	Phuong Nguyen, Hoang Do	2158	2231	73	3.4	208(h)(2)	01/15/2015	04/04/2015		4
S0519	Patricia Villaruz	2484	2568	84	3.4	208(h)(2)	01/15/2015	04/11/2015		4
S0612	Hesham Khedr, Sozan Elshamy	2326	2405	79	3.4	208(h)(2)	01/15/2015	04/07/2015		4
S0613	Charles Titus	2398	2480	82	3.4	208(h)(2)	01/15/2015	04/01/2015		4
S0623	Kathy Chiao, Alexandra Bonagura	3060	3164	104	3.4	208(h)(2)	01/15/2015	04/28/2015		4
S0707	Harry Gural	2048	2118	70	3.4	208(h)(2)	01/15/2015	04/01/2015		4
S0723	Sofia Melendez	1886	1950	64	3.4	208(h)(2)	01/15/2015	04/28/2015		4
S0923	Ara Salerian	2583	2671	88	3.4	208(h)(2)	01/15/2015	04/09/2015		4
S1008	Carolina Acosta, Ernesto Gordillo	2723	2816	93	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0111	Hyman Cole	1705	1729	24	1.4	208(h)(2)	01/15/2015	04/01/2015		4
W0125	Darryl Sesler, Robert Heffeman	2365	2445	80	3.4	208(h)(2)	01/15/2015	04/18/2015		4
W0202	Thomas McGinty	2973	3074	101	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0218	Couroche Kalantary, Gilda Kurti	2129	2201	72	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0320	Kristen Freeman, Douglas Johnson	2118	2190	72	3.4	208(h)(2)	01/15/2015	04/01/2015		4
W0332	G Keefe, S Garza, J Karsten, E St John	4616	4773	157	3.4	208(h)(2)	01/15/2015	04/26/2015		4
W0403	Yongmo Ahn	2520	2606	86	3.4	208(h)(2)	01/15/2015	04/07/2015		4

EXHIBIT G

Crown Account Regular

Account number: 1010025493649 ■ December 25, 2014 - January 28, 2015 ■ Page 1 of 3



HARRY D GURAL
3003 VAN NESS ST NW APT S707
WASHINGTON DC 20008-4711

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (389)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input checked="" type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Overdraft Protection	<input type="checkbox"/>
Mobile Banking	<input type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>

Activity summary

Beginning balance on 12/25	██████████
Deposits/Additions	██████████
Withdrawals/Subtractions	██████████
Ending balance on 1/28	██████████

Account number: 1010025493649

HARRY D GURAL

Washington, DC account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 054001220

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/26		Bill Pay Equity Residentl Recurringxxxxxx07071 on 12-26		██████████	██████████
12/31		New Venture Fund Payroll 58646400022518x Gural, Harry	██████████		██████████



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/2		Recurring Transfer to Gural H Way2Save Savings Ref #Opetvzlpes xxxxxx6327			
1/2		Bill Pay Chase Card Servi Recurringxxxxxxxxxx37609 on 01-02			
1/5		ATM Check Deposit on 01/04 5100 Wisconsin Ave NW Washington DC 0006072 ATM ID 0266Q Card 1041			
1/5		Bill Pay Chase Card Servi Recurringxxxxxxxxxx30593 on 01-05			
1/6		Bill Pay Rcn Cable on-Line xxxxxxxx84104 on 01-06			
1/12		ATM Withdrawal authorized on 01/10 5100 Wisconsin Ave NW Washington DC 0006928 ATM ID 0266Q Card 1041			
1/15		New Venture Fund Payroll 58862100031525x Gural, Harry			
1/16		Bill Pay Rcn Cable Recurringxxxxxxxx84104 on 01-16			
1/20		Barclaycard US Creditcard xxxxx1410 Harry Gural			
1/20		Barclaycard US Creditcard xxxxx0969 Harry Gural			
1/21		Bill Pay Chase Card Servi on-Line xxxxxxxxxxx37609 on 01-21			
1/21		Bill Pay Verizon Wireless on-Line xxxxxxxxxxx00001 on 01-21			
1/21		Bill Pay Verizon Wireless on-Line xxxxxxxxxxx00001 on 01-21			
1/21		Bill Pay Chase Card Servi on-Line xxxxxxxxxxx75225 on 01-21			
1/27		Bill Pay Equity Residenti Recurringxxxxxx07071 on 01-27		1,870.00	
Ending balance on 1/28					
Totals					

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 12/25/2014 - 01/28/2015	Standard monthly service fee \$12.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Average daily balance	\$1,500.00	\$11,982.00 <input checked="" type="checkbox"/>
• Monthly automatic payment to a Wells Fargo home mortgage	1	0 <input type="checkbox"/>
• Combined balances in linked accounts, which may include	\$2,500.00	\$30,634.57 <input checked="" type="checkbox"/>
- Average daily balances in checking and savings accounts		
• Combined balances in linked accounts, which may include	\$5,000.00	\$0.00 <input type="checkbox"/>
- Average daily balances in time accounts and FDIC-insured retirement accounts		
• Combined balances in linked accounts, which may include	\$5,000.00	\$0.00 <input type="checkbox"/>
- Outstanding balances in consumer installment loans		
- Line amount in credit cards and consumer lines of credit		

JBUB

IMPORTANT ACCOUNT INFORMATION

Effective February 9, 2015, the combined balances waiver of the monthly service fee will not include credit limits on closed credit accounts.

Crown Account Regular

Account number: 1010025493649 ■ January 29, 2015 - February 26, 2015 ■ Page 1 of 4

WELLS
FARGO

HARRY D GURAL
3003 VAN NESS ST NW APT S707
WASHINGTON DC 20008-4711

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (389)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input checked="" type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Overdraft Protection	<input type="checkbox"/>
Mobile Banking	<input type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>

Activity summary

Beginning balance on 1/29	██████████
Deposits/Additions	██████████
Withdrawals/Subtractions	- ██████████
Ending balance on 2/26	██████████

Account number: 1010025493649

HARRY D GURAL

Washington, DC account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 054001220

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/29		ATM Withdrawal authorized on 01/29 215 Pennsylvania Ave. Washington DC 0000746 ATM ID 2345J Card 1041			
1/30		New Venture Fund Payroll 59094300021306x Gural, Harry			
2/2		Recurring Transfer to Gural H Way2Savo Savings Ref #Opetw9Zjwk xxxxxx6327			
2/3		Bill Pay Barclays Bank DE Recurringxxxxxxxx07995 on 02-03			
2/3		Bill Pay Chase Card Servi Recurringxxxxxxxx37609 on 02-03			
2/3		Bill Pay Chase Card Servi Recurringxxxxxxxx75225 on 02-03			
2/5		US Senate Fed Salary 013115 xxxxx2309 Harry Gural			
2/9		Bill Pay Verizon Wireless Recurringxxxxxxxx00001 on 02-09			
2/18		Bill Pay Barclays Bank DE on-Line Xxxxxxxxx07995 on 02-18			
2/18		Bill Pay Barclays Bank DE on-Line Xxxxxxxxx07995 on 02-18			
2/18		Bill Pay Rcn Cable Recurringxxxxxxxx84104 on 02-18			
2/18		Bill Pay Chase Card Servi on-Line Xxxxxxxxx75225 on 02-18			
2/18		Bill Pay Chase Card Servi on-Line Xxxxxxxxx75225 on 02-18			
2/20		US Senate Fed Salary 021515 xxxxx2309 Harry Gural			
2/25		Bill Pay Equity Residenti Recurringxxxxx07071 on 02-25		1,870.00	
2/26	1405	Check			
Ending balance on 2/26					
Totals					

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
1405	2/26	

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 01/29/2015 - 02/26/2015	Standard monthly service fee \$12.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Average daily balance	\$1,500.00	\$8,208.00 <input checked="" type="checkbox"/>
• Monthly automatic payment to a Wells Fargo home mortgage	1	0 <input type="checkbox"/>
• Combined balances in linked accounts, which may include	\$2,500.00	\$27,104.86 <input checked="" type="checkbox"/>
- Average daily balances in checking and savings accounts		
• Combined balances in linked accounts, which may include	\$5,000.00	\$0.00 <input type="checkbox"/>
- Average daily balances in time accounts and FDIC-insured retirement accounts		
• Combined balances in linked accounts, which may include	\$5,000.00	\$0.00 <input type="checkbox"/>
- Outstanding balances in consumer installment loans		
- Line amount in credit cards and consumer lines of credit		

JB/AB

EXHIBIT H



District of Columbia Department of Housing and Community Development
 Housing Regulation Administration -- Rental Accommodations Division (RAD)
 1800 Martin Luther King Jr. Avenue SE, 2nd Floor
 Washington, DC 20020
 (202) 442-9505

RAD Date Stamp

**CERTIFICATE OF NOTICE TO RAD
 OF ADJUSTMENTS IN RENT CHARGED**

Internal Use Only
 C/O current: yes no n/a
 BBL current: yes no
 Reg. current: yes no

HOUSING PROVIDER(S) SHALL FILE THIS CERTIFICATE WITH THE RENTAL
 ACCOMMODATIONS DIVISION. THIS FORM IS NOT SERVED ON TENANTS.

I, Smith Property Holdings Van Ness L.P., declare, affirm and ratify as follows:
 (Housing Provider's Name)

- I am the Housing Provider of the following Housing Accommodation or Rental Unit(s)
 (address): 3003 Van Ness, 3003 Van Ness Street, N.W.
Washington, D.C. 20008
- My business address is (No P.O. Box): Robert Grealy
1500 Massachusetts Ave NW, Suite 25, Washington, DC 20005
- My business telephone number and email address are:
202-971-7065, rgrealy@eqr.com
- The Certificate of Occupancy number for the Housing Accommodation is B175541
- My Basic Business License number is 54002038 and expires on (date): 10/31/2017
- My RAD Registration Number for the Housing Accommodation is: 54002038
- Attached hereto are the following documents related to the adjustment(s) in the rent charged for the Housing Accommodation and the Rental Unit(s): (1) a sample "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" (except for Vacancy Increases); and (2) a completed "Appendix of Notices of Adjustments in Rent(s) Charged."
- The "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" was served on each of the Tenant(s) listed in the "Appendix of Notices of Adjustments in Rent(s) Charged" prior to the filing of this "Certificate of Notice to RAD of Adjustments in Rent Charged."
- The Rental Unit(s) and common elements of the Housing Accommodation are in substantial compliance with the Housing Code as required by 14 DCMR § 4216.2 (2004), or any noncompliance is the result of Tenant neglect or misconduct.

RECEIVED
 2016 FEB 2 9PM 9 00
 HRA-DHCD
 RENTAL
 ACCOMMODATIONS
 DIVISION

I declare, affirm and ratify under penalty of perjury that the foregoing information is complete and accurate to the best of my knowledge. I fully understand and acknowledge that my signature below shall be deemed as the taking of an oath or affirmation regarding all of the information provided herein, to which the sanctions for perjury, false swearing or false statements under D.C. OFFICIAL CODE §§ 22-2402, 2404 & 2405 (Supp. 2008), respectively, shall apply.

Smith Property Holdings Van Ness L.P.

Housing Provider's Printed Name

Terri Stachura

Housing Provider's Signature
 Terri Stachura, Agent For Housing Provider

01/15/2016

Date:

APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED

(with Continuation Page)

Unit No.	Tenant(s) Name(s)	Aprior Rent (\$)	New Rent (\$)	Dollar Change (\$)	Percent Change (%)	Section of Act	Date Tenant Served with Notice	Effective Date of Rent Adjustment	213(a)(2) Rental Unit No.	Type of Service (No. is below)
S0107	Chris Pirisino, Sarita Perales	2713	2808	95	3.5	208(h)(2)	01/15/2016	04/01/2016		4
S0217	Michael Weaver	2732	2828	96	3.5	208(h)(2)	01/15/2016	04/24/2016		4
S0220	Benjamin McKee, Alanna Tievsky	3097	3205	108	3.5	208(h)(2)	01/15/2016	04/12/2016		4
S0221	Cheryl Thoren	2267	2346	79	3.5	208(h)(2)	01/15/2016	04/05/2016		4
S0409	Leon Lewis	3136	3246	110	3.5	208(h)(2)	01/15/2016	04/03/2016		4
S0423	Nicholas Serrano, Yulia Danilina	3164	3275	111	3.5	208(h)(2)	01/15/2016	04/19/2016		4
S0501	Elizabeth Rekowski, Melanie Jones	3848	3983	135	3.5	208(h)(2)	01/15/2016	04/19/2016		4
S0505	Phuong Nguyen, Hoang Do	2231	2309	78	3.5	208(h)(2)	01/15/2016	04/04/2016		4
S0519	Patricia Villaruz	2568	2658	90	3.5	208(h)(2)	01/15/2016	04/11/2016		4
S0613	Charles Titus	2480	2567	87	3.5	208(h)(2)	01/15/2016	04/01/2016		4
S0623	Kathy Chiao, Alexandra Bonagura	3164	3275	111	3.5	208(h)(2)	01/15/2016	04/28/2016		4
S0706	Christopher Miller	2629	2668	39	1.5	208(h)(2)	01/15/2016	04/21/2016		4
S0707	Harry Gural	2118	2192	74	3.5	208(h)(2)	01/15/2016	04/01/2016		4
S0810	Sarah Murrain	3480	3602	122	3.5	208(h)(2)	01/15/2016	04/22/2016		4
S0921	Marcus Henry	2560	2650	90	3.5	208(h)(2)	01/15/2016	04/23/2016		4
S1025	Embassy of the Peoples Republic of China	3967	4106	139	3.5	208(h)(2)	01/15/2016	04/25/2016		4
W0111	Hyman Cole	1729	1755	26	1.5	208(h)(2)	01/15/2016	04/01/2016		4
W0125	Daniel Knappmiller	2602	2693	91	3.5	208(h)(2)	01/15/2016	04/23/2016		4
W0202	Thomas McGinty	3074	3182	108	3.5	208(h)(2)	01/15/2016	04/01/2016		4
W0218	Couroche Kalantary, Gilda Kurti	2201	2278	77	3.5	208(h)(2)	01/15/2016	04/01/2016		4
W0223	Alina Yarakhmedova, Douglas Thomas	3546	3670	124	3.5	208(h)(2)	01/15/2016	04/17/2016		4
W0312	Santana Crouse, Ashanti Murrain	3312	3428	116	3.5	208(h)(2)	01/15/2016	04/04/2016		4
W0332	G Keefe, R Karston, J Karsten, E St John, L Keefe	4773	4940	167	3.5	208(h)(2)	01/15/2016	04/26/2016		4

EXHIBIT I

Crown Account Regular

Account number: [REDACTED] ■ December 25, 2015 - January 28, 2016 ■ Page 1 of 3



HARRY D GURAL
3003 VAN NESS ST NW APT S707
WASHINGTON DC 20008-4711

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (389)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input checked="" type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Overdraft Protection	<input type="checkbox"/>
Mobile Banking	<input checked="" type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>

Activity summary

Beginning balance on 12/25	[REDACTED]
Deposits/Additions	[REDACTED]
Withdrawals/Subtractions	[REDACTED]
Ending balance on 1/28	[REDACTED]

Account number: [REDACTED]

HARRY D GURAL

Washington, DC account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): [REDACTED]

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/28		Bill Pay Equity Residenti Recurringxxxxxx07071 on 12-28		1,930.00	
1/4		Recurring Transfer to Gural H Way2Save Savings Ref			
1/5		US Senate Fed Salary [redacted] Harry Gural			
1/5		Fid Bkg Svc LLC Moneyline [redacted] Sck8D Harry D Gural			
1/5		Bill Pay Chase Card Servi on-Line [redacted] on 01-05			
1/11		Bill Pay Verizon Wireless Recurring [redacted] on 01-11			
1/15		Vanguard Buy Investment 011416 [redacted] Harry D Gural			
1/19		Bill Pay Rcn Cable Recurring [redacted] on 01-19			
1/20		US Senate Fed Salary [redacted] Harry Gural			
1/21	1517	Check			
1/21	151	Check			
1/26		Bill Pay Equity Residenti Recurringxxxxxx07071 on 01-26		1,930.00	
1/28	1518	Check			
1/28	1515	Check			
1/28	1516	Check			
1/28	1519	Check			
Ending balance on 1/28					
Totals					

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
151	1/21		1516	1/28		1518	1/28	
1515 *	1/28		1517	1/21		1519	1/28	

* Gap in check sequence.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wells Fargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 12/25/2015 - 01/28/2016	Standard monthly service fee \$12.00	You paid \$0.00
How to avoid the monthly service fee		Minimum required
Have any ONE of the following account requirements		This fee period
- Average daily balance	\$1,500.00	[redacted] <input checked="" type="checkbox"/>
- Monthly automatic payment to a Wells Fargo home mortgage	1	0 <input type="checkbox"/>
- Combined balances in linked accounts, which may include	\$2,500.00	[redacted] <input checked="" type="checkbox"/>
- Average daily balances in checking and savings accounts		
- Combined balances in linked accounts, which may include	\$5,000.00	\$0.00 <input type="checkbox"/>
- Average daily balances in time accounts and FDIC-insured retirement accounts		
- Combined balances in linked accounts, which may include	\$5,000.00	\$0.00 <input type="checkbox"/>
- Outstanding balances in consumer installment loans		
- Line amount in credit cards and consumer lines of credit		

JB/JB

Crown Account Regular

Account number: 1010025493649 ■ January 29, 2016 - February 25, 2016 ■ Page 1 of 3

WELLS
FARGO

HARRY D GURAL
3003 VAN NESS ST NW APT S707
WASHINGTON DC 20008-4711

Questions?

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En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (389)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

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Account options

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Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input checked="" type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Overdraft Protection	<input type="checkbox"/>
Mobile Banking	<input checked="" type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>



IMPORTANT ACCOUNT INFORMATION

Periodically, we may evaluate the timing of statements, monthly service fee assessment and interest payments to your accounts. We may adjust the timing in order to align your statement, monthly service fee assessment (if any) and interest payment dates with one another. You may receive a partial statement that reflects activity and interest payments from the last statement date to the date of the change. No monthly service fees will be assessed during a partial statement period and there will be no impact to your interest rate or compounding frequency.

Activity summary

Beginning balance on 1/29
Deposits/Additions
Withdrawals/Subtractions
Ending balance on 2/25

[REDACTED]

Account number: 1010025493649

HARRY D GURAL

Washington, DC account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 054001220



Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/29	1520	Check			
2/1		Recurring Transfer to Gural H Way2Save Savings Ref #Ope5Chgwxf xxxxxx6327			
2/2		Bill Pay Barclays Bank DE Recurringxxxxxxxxxx67456 on 02-02			
2/2		Bill Pay Chase Card Servi Recurringxxxxxxxxxx75225 on 02-02			
2/5		US Senate Fed Salary 013116 xxxxx2309 Harry Gural			
2/8		ATM Withdrawal authorized on 02/07 1804 Adams Mill Road N Washington DC 0009319 ATM ID 0221N Card 1041			
2/9		Bill Pay Verizon Wireless Recurringxxxxxxxxxx00001 on 02-09			
2/17		US Senate Reimburse 021616			
2/17		Rmr*IV*Economist-Dem**400\Ref*Ck*Advertisement\			
2/17		Bill Pay Rcn Cable Recurringxxxxxxxxxx84104 on 02-17			
2/19		US Senate Fed Salary 021516 xxxxx2309 Harry Gural			
2/19		Chase Epay 160218 2527666777 MR Harry D Gural			
2/25		Bill Pay Equity Resident\ Recurringxxxxxxxxxx07071 on 02-25		1,930.00	
Ending balance on 2/25					
Totals			\$7,714.53	\$8,035.78	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
1520	1/29	

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wells Fargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 01/29/2016 - 02/25/2016	Standard monthly service fee \$12.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
- Average daily balance	\$1,500.00	\$15,474.00 <input checked="" type="checkbox"/>
- Monthly automatic payment to a Wells Fargo home mortgage	1	0 <input type="checkbox"/>
- Combined balances in linked accounts, which may include	\$2,500.00	\$35,920.15 <input checked="" type="checkbox"/>
- Average daily balances in checking and savings accounts		
- Combined balances in linked accounts, which may include	\$5,000.00	\$0.00 <input type="checkbox"/>
- Average daily balances in time accounts and FDIC-insured retirement accounts		
- Combined balances in linked accounts, which may include	\$5,000.00	\$0.00 <input type="checkbox"/>
- Outstanding balances in consumer installment loans		
- Line amount in credit cards and consumer lines of credit		

JB/AB

EXHIBIT J

8. On January 15, 2015, Housing Provider sent Mr. Gural a notice that his rent would be increased from \$2,048 to \$2,118 effective April 1, 2015. A true and accurate copy of the Notice is attached as Exhibit F.

9. On January 27, 2015, Housing Provider filed a Certificate of Notice to RAD of Adjustment in Rent Charged. It identified that effective April 1, 2015, the rent for the Unit increased by \$70 from \$2,048 to \$2,118. A true and accurate copy of the Certificate is attached as Exhibit G.

10. On January 15, 2016, Housing Provider sent Mr. Gural a notice that his rent would be increased from \$2,118 to \$2,192 effective April 1, 2016. A true and accurate copy of the Notice is attached as Exhibit H.

11. On February 2, 2016, Housing Provider filed a Certificate of Notice to RAD of Adjustment in Rent Charged. It identified that effective April 1, 2016, the rent for the Unit increased by \$74 from \$2,118 to \$2,192. A true and accurate copy of the Certificate is attached as Exhibit I.

12. Neither a Notice to Quit nor a Notice to Vacate has been issued to Mr. Gural since he moved into Unit S0707 on April 1, 2014.

I hereby declare under penalty of perjury that the foregoing statements are true and correct.



Avis DuVall

Date: 10/21/14

EXHIBIT K

2015 RENT NEGOTIATIONS

Rent increase Inbox x concessions x Family



Harry Gural <harrygural@gmail.com>
to Avis, Jesse, Merci ▾

2/8/15 ★ ↩ ▾

Avis,

I received a letter (attached) from Smith Property Holdings Van Ness L.P. dated Jan. 15, 2015, that claims that my new **rent** beginning on Apr. 1 will be \$2,118. This increase is calculated incorrectly.

District of Columbia laws allow a maximum rent increase of 2% plus CPI-W in **rent** control buildings. The CPI-W for the last year is 1.4% so the maximum allowable **rent** increase is:

$$\$1,770 \times 3.4\% = \$60$$

Therefore the maximum total **rent** would be:

$$\$1,770 + \$60 = \$1,830$$

The difference between the legal maximum (\$1,830) and the amount Smith Property Holdings intends to bill me is:

$$\$2,118 - \$1,830 = \$288 \text{ monthly}$$

The annual overcharge by Smith Property Holdings for the next calendar year would be:

$$\$288 \times 12 = \$3,456$$

These overcharges are illegal under the laws of the District of Columbia.

Please send me a revised letter with the proper legal new **rent** listed -- \$1,830. I would appreciate it if you would expedite this matter.

Harry Gural
S-707

[\(202\) 527-2280](tel:(202)527-2280)



Merci Kearney <mkearney@eqr.com>
to me, Avis, Jesse ▾

2/9/15 ★ ↩ ▾

Harry,

The letter is only informing residents of the increase in **rent**. It does not contain your concession information.

I will follow up with you with the new concession offered.

I apologize for the misunderstanding.

Thank you,

Merci Kearney
Community Administrator

3003 Van Ness
3003 Van Ness St. NW, Washington DC 20008
202.244.7811 202.244.1881 fax
www.EquityResidential.com
Equity Residential -- *how home should feel*

Our goal is to ensure that every resident is very satisfied



Merci Kearney <mkearney@eqr.com>

to me ▾

2/9/15 ★  

Harry,

I understand and the letter is accurate. When you signed a 12 mont lease last year you were given a concession but that is done here on site. The letter coming from Department of Housing only deals with maximum **rent** charged.

Again, I'm sorry for the confusion. The cover letter that comes with the **Rent** increase notice explains that.

Thank you,

EXHIBIT L

2016 RENT NEGOTIATIONS

Equity Residential -- widespread practice of illegal rent increases -- falsified document attached

Inbox x



Harry Gural <harrygural@gmail.com>

3/13/16 ★



to Avis, Jesse, Aaron, Barry, Brian, Joel, Johanna, Jonathan, Mary, Meghan, Shirley, John.Falcicchio

Avis,

I am writing to respond to your recent letter in which you demand of me a rental increase that is well above the legal limit. This is part of Equity's widespread practice of illegal increases in a rent controlled building. I have sent many emails to you about this issue over recent months.

The rent increase you demand is based on a fictitious "rent charged" that is almost \$300 above what I actually pay -- as you know, my monthly rent is \$1,830 but you fraudulently have reported it to the city as \$2,118. The form with the falsified figure is attached.

I have written to you many times about this practice when you have tried to use it with other residents. This is a predatory practice for which Equity Residential is legally liable.

I refuse to pay the amount demanded (\$2,192). The maximum amount you can charge me is $\$1,830 + \$65 = \$1,895$. In fact, I would like to meet with you to discuss even that increase, which I believe is high given market rates and the many recent problems with the building including the dangerous electrical situation that led to shocks to residents and the electrocution of a resident's dog. You cannot ask residents to pay more while you cannot adequately document that this safety issue has been addressed, as you refuse to install security measures to slow the high number of burglaries and fail to make badly needed building repairs.

However, 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.

Harry

Harry Gural
President
Van Ness South Tenants Association

cc: Office of the Tenant Advocate
Office of Councilmember Mary Cheh
Office of Councilmember Anita Bonds
Office of Councilmember Phil Mendelson
Office of Mayor Muriel Bowser
ANC Commissioner Shirley Adelstein
Members of the Van Ness South Tenants Association



Avis Duvall <aduvall@eqr.com>

3/15/16 ★



to me

Hello Harry,

Are you available to meet this Friday at 4:00 PM?



Harry Gural <harrygural@gmail.com>

3/15/16 ★



to Avis

Avis,

I can't meet you at 4:00 but I could meet you at 5:45.



Avis Duvall <aduvall@eqr.com>

3/15/16 ★



to me

Hello Harry,

Ok, see you on Friday at 5:45.



Harry Gural <harrygural@gmail.com>

3/16/16 ★



to Avis

Ok see you then



Harry Gural <harrygural@gmail.com>

3/30/16 ★



to Dennis, Avis, Barry, Brian, Joel, Johanna, Jonathan, Mary, Meghan, Shirley, John.Falcicchio, Beth, Jesse, bcc: Mary, bcc: Mary

Avis,

Thanks for meeting with me on March 18th to discuss my **rent**.

At the meeting, you restated your opinion that Equity has the right to raise my **rent** well beyond the amount defined in the DC **rent** control statute. My **rent** this past year has been \$1,830. The maximum allowable increase is 3.5% (2% plus the CPI), therefore **rent** beginning April 1st should be no more than \$1,895. I have already sent Equity a check for this amount.

Although my **rent** was \$1,830 last year, Equity **falsely** reported to the city that my **rent** was \$2,118 -- \$362 above my current. I know from experience working with tenants, you have sometimes reported to the city **rent** figures that are up to \$1,000 or more than the **rent** paid.

You demand from me \$2,192 in **rent** for the coming year. That is \$362 above my current **rent** -- an increase of almost **20%**. This is almost **six times** the maximum allowable increase of 3.5%.

I am well acquainted with the law, and **I refuse to pay** the \$2,192 in **rent** you demand based on a figure you falsely reported to the city. I also refuse your request to sign a new lease -- as you know, under DC law renters in **rent**-controlled buildings are not required to sign a new lease after the first year.

Equity's actions against me and dozens of other tenants at 3003 Van Ness are **clearly illegal under DC law**. If Equity's attorneys disagree with my position, I invite them to sue me.

Harry Gural
President
Van Ness South Tenants Association

cc: Members of the Van Ness South Tenants Association
Office of the Tenant Advocate
Office of Councilmember Mary Cheh
Office of Councilmember Anita Bonds
Office of Councilmember Phil Mendelson
Office of Mayor Muriel Bowser
ANC Commissioner Shirley Adelstein

Attachment: **Rent** increase notice with falsified **rent** amount



Avis Duvall <aduvall@eqr.com>

4/1/16 ★



to Marco, me

Hello Harry,

Thank you for meeting with me about your renewal options. I am confident that your renewal offer complies with local **rent** control laws and your previous legal **rent** of \$2,118.00 was properly registered with the DHCD. However, I understand your desire to receive a **rent** concession.

After applying the permitted increase your legal **rent**, as discussed, is \$2192.00. However, based on current market conditions, which have changed since our meeting, I am pleased to be able to offer you a concession in the amount of \$297.00 per month, for a 12 month term, so that you will effectively pay \$1895.00 each month.

It will be my sincere pleasure to continue doing business with you. Please contact me about your renewal decision. We will do our utmost to provide great service focused on meeting your expectations. Please let me know if there is anything else I can assist you with.

Sincerely,

Avis DuVall
General Manager

3003 Van Ness
3003 Van Ness Street NW
Washington, DC 20008
[202.244.7811](tel:202.244.7811) Office [202.244.1881](tel:202.244.1881) Fax

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

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



Harry Gural <harrygural@gmail.com>

5/3/16 

to Avis 

Avis,

Could you please send me a copy of my last year's lease? I remember that at the time it was necessary to do an online digital signature but that a copy of the lease couldn't be downloaded. However, I am told that by law you must provide me with a copy of the lease. Could you please send me a copy today?

Many thanks,

Harry



Avis Duvall <aduvall@eqr.com>

5/3/16 

to me 

Hello Harry,

In reviewing your lease history, I see we sent you a 12 month lease on 2/17/15, and you viewed it on 3/28/15. We re-sent the lease to you on 4/9/15, and due to it not being signed you were sent an email on 4/16/15 stating the lease envelope was voided. As a month to month resident you are not required to sign a new lease.

Please let me know if I can be of further assistance.

Sincerely,

Avis

Avis DuVall
General Manager

3003 Van Ness
3003 Van Ness Street NW
Washington, DC 20008
[202.244.7811](tel:202.244.7811) Office [202.244.1881](tel:202.244.1881) Fax

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

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



Harry Gural <harrygural@gmail.com>

5/3/16 

to Avis 

Avis,

Thanks for your note. I am looking for a printed or PDF copy of my lease covering April 2015 to March 2016. I don't want a link to an electronic copy that can't be downloaded -- I would like an actual copy of the lease, either physical or PDF.



Avis Duvall <aduvall@eqr.com>

5/3/16 

to me 

Hello Harry,

I'm sorry, but you never signed a lease covering April 2015 to March 2016. We issued a 12 month lease term one but it was never signed and subsequently voided. As shared, we don't require residents that are month to month sign a lease. You also currently don't have a lease signed covering 2016 to 2017.



Harry Gural <harrygural@gmail.com>

5/3/16 

to Avis 

Thanks, Avis. Sorry to take up so much of your time. Could you send me a copy of the last lease I signed with Equity/Archstone?



Avis Duvall <aduvall@eqr.com>

5/6/16 ★



to me ▾

Hello Harry,

You're welcome and here's a copy of the last **lease** you signed. I thought I sent it to you but just found it in my drafts. I apologize for the delay. The attached **lease** covers the **lease** term of 4/1/14 to 3/31/15.

I'm also attaching cases that affirm our current administration of rent increases for your review.

5 Attachments



Harry Gural <harrygural@gmail.com>

5/6/16 ★



to Avis ▾

Thank you



Avis Duvall <aduvall@eqr.com>

5/6/16 ★



to me ▾

You're welcome Harry!

2016 NEGOTIATION

Renewal  Inbox x



Avis Duvall

to me 

Jan 30 (10 days ago) ★



Good Morning Harry,

Effective 4/1/17 your new rent will be \$2236.00. We're able to offer the following for this renewal term:

Month to month: \$2236.00

12 month **lease** rate: \$2192.00 (\$44.00 Concession)

Please let us know which option you prefer.

Sincerely,

Avis Duvall

General Manager

3003 Van Ness

3003 Van Ness Street NW

Washington, DC 20008

[202.244.7811](tel:202.244.7811) Office [202.244.1881](tel:202.244.1881) Fax

EquityApartments.com

Equity Residential – *how home should feel*

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

EXHIBIT M

RESIDENTIAL LEASE – TERM SHEET



Lessor: Equity Residential Management, L.L.C.,
as agent for the Owner

Community: Archstone Van Ness

Premises: S-0707

Address: 3003 Van Ness St. NW

Premises Address: 3003 Van Ness St NW #S707
Washington, DC, 20008

Washington, DC, 20008
(202) 244-3100

Residents: Harry Gural

Guarantor:

Occupants:

LEASE TERM
Commencement Date: 04/01/2014 Expiration Date: 03/31/2015 Renters' Insurance Required: Yes

Lease Term Expiration: You must provide us with a written notice of your intent to vacate at least 60 days prior to the Expiration Date of the Lease Term. If you fail to provide us with the required notice and you move out anyway, then the Lease term will be automatically extended for an additional month following the Expiration Date, and you will be responsible for paying your current Monthly Apartment Rent until (i) the end of the one month extension or (ii) the day a new resident moves into the Premises, whichever comes first.

Total Deposits Required: \$0.00

Total Monthly Rent: \$2148.00
(Includes all monthly recurring charges listed below)

Charge Description	Amount	Charge Description	Amount
Monthly Apartment Rent	2048.00		
Monthly Reserved Parking	100.00		

*total monthly apartment cost including "concession" — \$1770
monthly parking — \$100
total monthly cost \$1,870*

Assigned Item Description
Garage

Concessions: Monthly Recurring Concession: \$278.00 /per month. Total Amount of One-Time/ Non-Recurring Concession: \$0.00 . Total Amount of Other Recurring Concessions: \$0.00 . The Total Monthly Rent shown above will be adjusted by these lease concession amounts. If this Lease is terminated early, you may be required to pay us a portion of your concession as set forth in the Lease Concession paragraph of the Terms and Conditions.

Total Other Fees and Charges: \$0.00
(includes all charges listed below)

Charge Description	Amount	Charge Description	Amount

Parking is not part of base cost — I may cancel it if my car breaks which was breaking the lease

Approved Pets	Type	Breed	Weight	License/Tag

For additional information regarding our pet policy, please refer to the Resident Handbook and Community Policies.

Resident Account Number: 29819-S-0707-1

EXHIBIT N

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION
LANDLORD AND TENANT BRANCH
510 4th STREET, N.W., Building B, Room #110, Washington, D.C. 20001 Telephone (202) 879-4879

Case No. LTB _____

EQUITY RESIDENTIAL MANAGEMENT, L.L.C.
Plaintiff(s)
3003 Van Ness Street, N.W.
Address (No post office boxes)
Washington DC 20008
City State Zip Code
(202) 452-1400 - counsel
Phone Number

VS. HARRY GURAL
Defendant(s)
3003 Van Ness Street, Apt. S707
Address
Washington, D.C. 20008
Zip Code
Phone Number (if known)

VERIFIED COMPLAINT FOR POSSESSION OF REAL PROPERTY -- FORM 1A
(Nonpayment of Rent - Residential Property)

DISTRICT OF COLUMBIA, ss:

- 1. I, (name, address, and phone #) Avis DuVall, 3003 Van Ness Street, N.W., Washington, D.C. 20008 (202) 244-7811, swear or affirm, under penalties of perjury, that I have knowledge of the facts set forth in this Complaint and that I am: [] Plaintiff, or [] Plaintiff's attorney, or [x] Plaintiff's agent authorized to make this verification and my relationship to Plaintiff is (explain, and if Plaintiff is a corporation, include your title) General Manager of 3003 Van Ness and authorized agent of management company as agent for owner.
2. Plaintiff: [x] is the Landlord or Owner, or [] has been appointed Personal Representative of the Estate in case no. _____ and is authorized to take possession of the property, or [] is not the Landlord, Owner, or Personal Representative, but has the right to demand possession because (explain) _____.
3. Plaintiff seeks possession of property located at 3003 Van Ness Street, Apt. S707, Washington, D.C. Property is in possession of Defendant, a tenant who holds it without right. Plaintiff seeks possession of property because: [x] Defendant failed to pay: \$ 297.00, total rent due from April 1, 2016 to April 30, 2016. The monthly rent is \$ 2,192.00. The lease permits late fees of \$ 44.55 (15%) per month. Plaintiff seeks other fees of \$ _____ for _____. (explain), defined as rent under paragraph no. _____ of the lease (bring lease to every court date) for this property, which is not subsidized and is exempt from rent control. The total amount due to Plaintiff is \$ 341.55 **. Notice to quit has been: [] served as required by law, or [x] I have personally reviewed the lease and Defendant has expressly waived the right to be served with a notice to quit in paragraph no. 26 on page number 5 of the lease, or [] Defendant has expressly waived that right in another document (attach copy).
4. Rent for the property of which Plaintiff seeks possession is subsidized by the federal or local government? [] yes [x] no
If the rent is subsidized, answer all of the following:
What amount of rent, if any, is due from the tenant per month? \$ _____
What amount of rent, if any, is due from the subsidy program per month? \$ _____
Is the rent amount alleged due for any month listed in the complaint over and above the tenant's portion of the rent for that month? [] yes [] no
Has the subsidy program failed to pay its portion of the rent for any of the months at issue in this case? [] yes [] no

Therefore, Plaintiff asks the Court for: (check all that apply) without limitation, rent, additional rent (e.g., parking) and applicable late fees, commencing as of May 1, 2016 and continuing on the 1st of _____ month thereafter
[x] Judgment for possession of the property described and costs taxed by the Clerk.
[x] Money judgment for rent, fees defined as rent, and late fees in the total amount of \$ 341.55 **.
[x] A protective order requiring that all future rent be paid into the Court Registry until the case is decided.

Subscribed & sworn to before me this 25 day of April, 2016
Notary Public My Commission expires 11-30-2016

Plaintiff/Plaintiff's Attorney/Plaintiff's Agent
General Manager of 3003 Van Ness
Title of Person Signing (if any)
Date 4/25/16

Important Note to Parties: Court of Appeals Rule 49, Superior Court Rule of Civil Procedure 101, and Landlord and Tenant Rule 9 prohibit the unauthorized practice of law. Any person who is not a lawyer in good standing in the District of Columbia should be aware that he or she could be engaging in the unauthorized practice of law if he or she acts on behalf of another in the Landlord and Tenant Branch for any purpose other than to request a continuance.

Joshua M. Greenberg/Debra F. Leege 489323/497380
Plaintiff/Plaintiff's Attorney Unified Bar No.
Greenstein DeLorme & Luchs, P.C., 1620 L Street, N.W., Suite 900, Washington, DC 20036
Address Zip Code
(202) 452-1400 JMG@GDLLAW.COM/DFL@GDLLAW.COM
Phone No. Email Address (required only for attorneys)

CLERK OF THE COURT

Costs of this suit to date are \$ 27.49

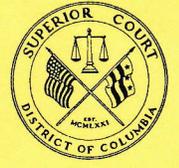


EXHIBIT O

Requester Details

To modify details click on "My Account" in the left panel. If the link is not available contact the FOIA Office to have the changes made.

Harry Gural
President
Van Ness South Tenants Association
3003 Van Ness Street, NW #S-707
Washington, DC 20008
(202) 527-2880 Phone
harrygural@gmail.com

Requester Default Category: Educational or Non-Commercial Scientific

Submit New Request

Please complete all the required fields marked with an asterisk (*).

General Information

*Action Office	DHCD
Action Office Instructions	Department of Housing and Community Development
*Request Type	FOIA
Requester Category	Educational or Non-Commercial Scientific
*Preferred Delivery Mode	Download via FOIA Portal
Preferred Payment Mode	Check

Request Information

Attachment	Equity Residential RAD-9 form 2015-01-27 -- first two pages.pdf
*Description	All DHCD RAD-9 Forms for the period between Jan. 1, 2006 and present. These are forms that are submitted by housing providers that own rent controlled buildings in DC. A sample of the form is attached. To my knowledge, our building at 3003 Van Ness Street submits 12 of these forms per year. Each form my contain 4-5 pages or more.

Please let me know if you have any question whatsoever about my request. I will expect to see these forms within 15 business days as required by DC statute.

Date Range for Record Search	From 1/1/2016 To 11/30/2016
------------------------------	-----------------------------

Fee Information

Willing Amount	50
Fee Waiver Requested	
Attachment	
Fee Waiver Request Reason	
Willing to Pay All Fees	

DOH Additional Fields

Professional License Number

MPD Additional Fields

Central Complaint No.
Incident Date
Incident Time
Place of Incident

FEMSD Additional Fields

Incident No.
Incident Date

EXHIBIT P

Equity Apartments [Washington DC](#) > [Van Ness](#) > [3003 Van Ness Apartm...](#)



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[BOOK A TOUR](#)

[APPLY ONLINE](#)

3003 Van Ness Apartments

3003 Van Ness St. NW Washington DC 20008

[chat](#)

out of ⁴420 reviews

Open today from 10 AM to 6 PM

[VIEW AVAILABILITY](#)

Studio
\$1,749+

1 Bed
\$1,834+

2 Bed
\$2,863+

Living at 3003 Van Ness

There's something especially charming about the homes at 3003 Van Ness Apartments. With amenities that range from an Olympic size pool to an expansive resident library, complete with over 3000 books, this community embodies the blend of heritage and modernity that almost defines the whole of Washington D.C. Inside, the finishes are elegant and the services are all-encompassing. Out and throughout the neighborhood, 3003 Van Ness is situated behind Rock Creek Park, putting our residents within walking distance of the National Zoo, the metro and an amazing variety of restaurants and activities.



Olympic-size
Swimming
Pool



All Utilities
Included



Pet Friendly
policy

Community Amenities

24 Hour Concierge

Doorman

Resident Library

Weekly Community Social Events

Steps from Public Transit

Children's Pool

Underground and Reserved Parking

Updated Resident Lounge

Extra Storage Available

24 Hour Fitness Center

On-site Laundry Facility

Media Room

Wi-Fi in Lobby

Access Controlled Community

24 Hour Business Center with 4 Macs

Full Service Pet Care Available

Apartment Amenities

Bike Storage

Spacious Floor Plans

Full-sized Kitchen

Walk-in Closet

Large Windows

Private Balcony or Patio

Hard Surface Flooring

Central Air Conditioning

Pool and Courtyard Views

Van Ness

3003 Van Ness Apartments is nestled into the residential D.C. neighborhood of Forest Hills, a quiet community surrounded by all the best our nation's capital has

to offer. Just off the quiet, tree-lined streets, you'll find a variety of restaurants and cuisines, local parks and trails, and enough D.C. landmarks and museums to keep you busy! Forest Hills is known for its proximity to schools and universities, but its walkability and convenience is also noteworthy, and locals love leaving the car at home and walking to the nearby grocery store or out to meet friends for dinner. Come visit our quiet, safe neighborhood away from the bustle of downtown D.C. and see what makes Forest Hills such a fantastic place to raise a family!

- Schools**
 - University of the District of Columbia
 - Howard University
 - School of Law
 - Edmund Burke School

- Parks & Fitness**
 - Soapstone
 - Valley Trail

- Dining**
 - Sushi Para
 - Starbucks
- Groceries**
 - Giant

Subway

Van Ness - UDC
Metro (Red Line)

Bus

Connecticut Ave &
Van Ness St (H2,
L1, L2)

Van Ness St &
Connecticut Ave
(H2)

Walk Score[®]

82

Gold's Gym
Rock Creek
Park



Steps from the Van Ness - UDC Metro Red Line Station

Our Availability and Pricing

Pricing and floor plan images below are subject to change. [View our terms and conditions.](#)

Studio from \$1,749

\$1,749 12 MO

0 Bed / 1 Bath

766 sq.ft. /

Available 2/22/2017



- Southern Exposure
- Upgraded Kitchen Features
- View of Community
- Courtyard



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More [+](#)

1 Bed from \$1,834

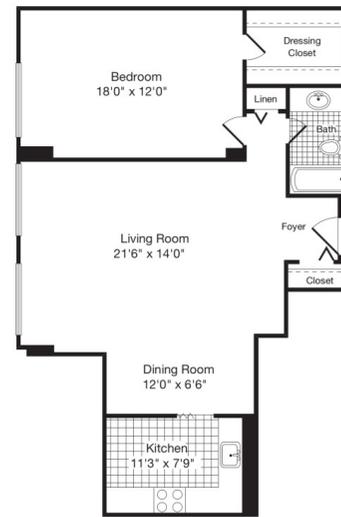
\$1,834 12 MO

1 Bed / 1 Bath

865 sq.ft. /

Available 2/22/2017

Eastern Exposure
Upgraded Kitchen Features



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[More +](#)

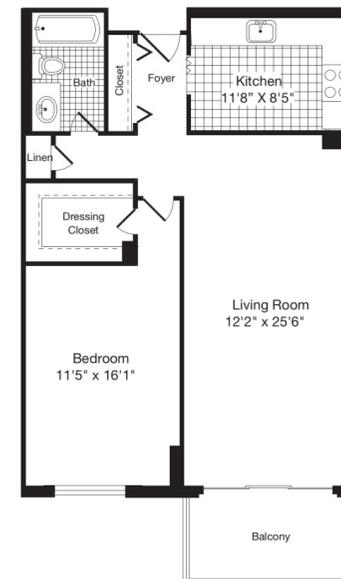
\$1,906 12 MO

1 Bed / 1 Bath

780 sq.ft. / Floor 4

Available 2/28/2017

Balcony
Upgraded Kitchen Features
View of Community
Courtyard
Western Exposure



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[RESERVE NOW](#)

[SCHEDULE TOUR](#)

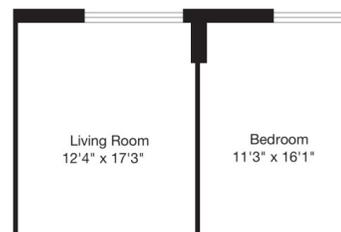
[More +](#)

\$1,912 12 MO

1 Bed / 1 Bath

780 sq.ft. / Floor 8

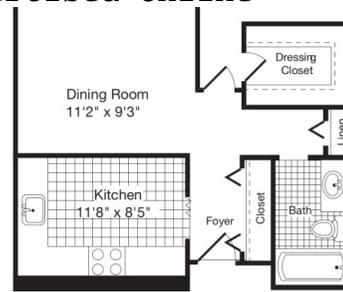
Northern Exposure
Upgraded Kitchen Features
View of Community Pool



[CONTACT US](#)

[RESERVE NOW](#)

Available 2/28/2017



[SCHEDULE TOUR](#)

[More +](#)

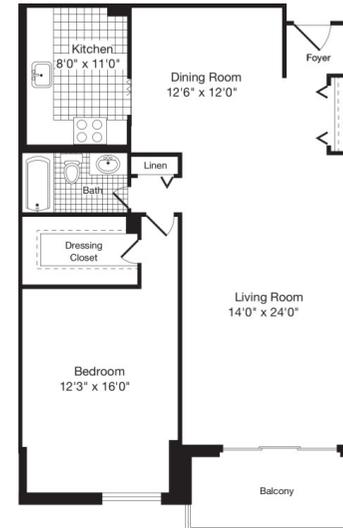
\$1,941 12 MO

1 Bed / 1 Bath

915 sq.ft. /

Available 3/9/2017

- Balcony
- Eastern Exposure
- Southern Exposure
- Upgraded Kitchen Features



[CONTACT US](#)

[RESERVE NOW](#)

[SCHEDULE TOUR](#)

[More +](#)

\$1,964 12 MO

1 Bed / 1 Bath

950 sq.ft. / Floor 10

Available 3/4/2017

- Balcony
- Northern Exposure



[CONTACT US](#)

[RESERVE NOW](#)

[SCHEDULE TOUR](#)

[More +](#)

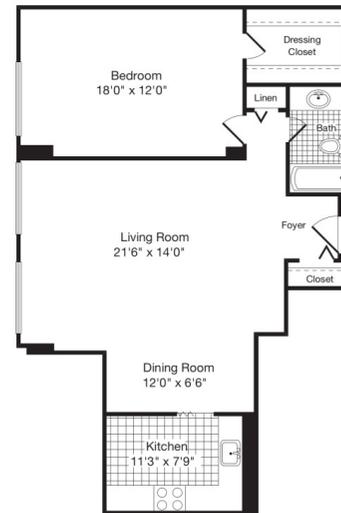
\$1,973 12 MO

1 Bed / 1 Bath

865 sq.ft. / Floor 9

Available 2/22/2017

Eastern Exposure
Upgraded Kitchen Features
View of Community Pool



CONTACT US

RESERVE NOW

SCHEDULE TOUR

More +

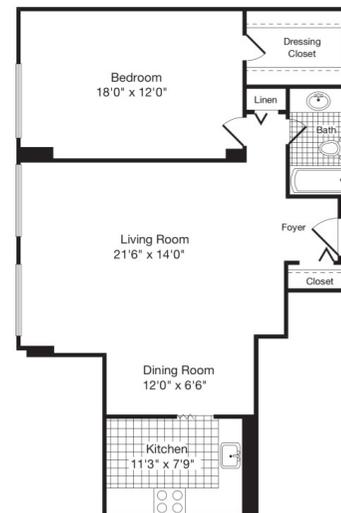
\$1,983 12 MO

1 Bed / 1 Bath

865 sq.ft. / Floor 10

Available 2/22/2017

Eastern Exposure
Upgraded Kitchen Features
View of Community Pool



CONTACT US

RESERVE NOW

SCHEDULE TOUR

More +

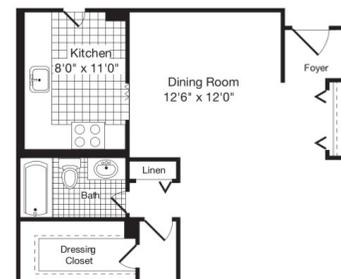
\$1,990 12 MO

1 Bed / 1 Bath

981 sq.ft. / Floor 10

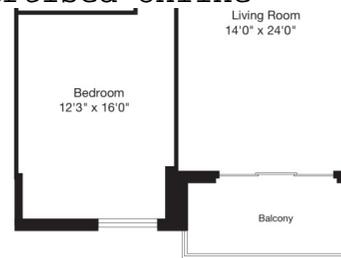
Available 2/28/2017

Balcony
Northern Exposure



CONTACT US

RESERVE NOW



[SCHEDULE TOUR](#)

[More +](#)

\$2,003 12 MO

1 Bed / 1 Bath

950 sq.ft. / Floor 4

Available 2/22/2017

Balcony
Eastern Exposure
Upgraded Kitchen Features



[CONTACT US](#)

[RESERVE NOW](#)

[SCHEDULE TOUR](#)

[More +](#)

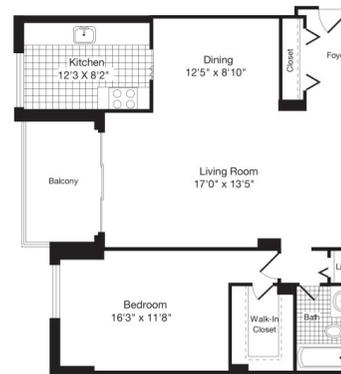
\$2,054 12 MO

1 Bed / 1 Bath

910 sq.ft. / Floor 7

Available 2/28/2017

Balcony
Upgraded Kitchen Features
View of Community Pool
Western Exposure



[CONTACT US](#)

[RESERVE NOW](#)

[SCHEDULE TOUR](#)

[More +](#)



Photos

\$2,064 12 MO

1 Bed / 1 Bath

910 sq.ft. / Floor 5

Available 3/24/2017

- Balcony
- Northern Exposure
- Upgraded Kitchen Features
- View of Community Pool



CONTACT US

RESERVE NOW

SCHEDULE TOUR

More +



Photos

\$2,107 12 MO

1 Bed / 1 Bath

1085 sq.ft. / Floor 11

Available 2/22/2017

- Balcony
- Northern Exposure



CONTACT US

RESERVE NOW

SCHEDULE TOUR

More +

\$2,128 12 MO

1 Bed / 1 Bath

1154 sq.ft. / Floor 8

Available 3/4/2017

- Balcony
- Northern Exposure



CONTACT US

RESERVE NOW

SCHEDULE TOUR

[More +](#)

\$2,141 12 MO

1 Bed / 1 Bath

950 sq.ft. / Floor 10

Available 2/22/2017

Balcony
Northern Exposure
Upgraded Kitchen Features
View of National Cathedral



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[RESERVE NOW](#)

[SCHEDULE TOUR](#)

[More +](#)

\$2,152 12 MO

1 Bed / 1 Bath

910 sq.ft. / Floor 9

Available 2/22/2017

Balcony
Upgraded Kitchen Features
View of Community Pool
View of Rock Creek Park
Western Exposure



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[RESERVE NOW](#)

[SCHEDULE TOUR](#)

[More +](#)

\$2,160 12 MO

1 Bed / 1 Bath

1085 sq.ft. / Floor 6

Balcony
Southern Exposure
Upgraded Kitchen Features



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[RESERVE NOW](#)



SCHEDULE TOUR

More +

\$2,164 12 MO

1 Bed / 1 Bath

1016 sq.ft. / Floor 10

Available 2/28/2017

Balcony
Eastern Exposure
Southern Exposure
View of Community Pool
View of Rock Creek Park



CONTACT US

RESERVE NOW

SCHEDULE TOUR

More +

\$2,198 12 MO

1 Bed / 1 Bath

910 sq.ft. / Floor 11

Available 2/22/2017

Balcony
Upgraded Kitchen Features
View of Community Pool
View of Rock Creek Park
Western Exposure



CONTACT US

RESERVE NOW

SCHEDULE TOUR

More +

2 Bed from \$2,863

\$2,863 12 MO

2 Bed / 2 Bath

1465 sq.ft. / Floor 4

Available 4/6/2017



Photos

- Balcony
- Eastern Exposure
- Energy-efficient
- Appliances
- Western Sunset View of Fountain



CONTACT US

RESERVE NOW

SCHEDULE TOUR

More +

\$2,882 12 MO

2 Bed / 2 Bath

1465 sq.ft. / Floor 9

Available 2/22/2017

- Balcony
- Southern Exposure
- View of Community Pool
- View of Rock Creek Park



CONTACT US

RESERVE NOW

SCHEDULE TOUR

More +

\$2,898 12 MO

2 Bed / 2 Bath

1465 sq.ft. / Floor 5

- Balcony
- Eastern Exposure
- Energy-efficient
- Appliances



CONTACT US

RESERVE NOW

Available 2/28/2017

View of Community

Courtyard

SCHEDULE TOUR

More +

\$2,924 12 MO

2 Bed / 2 Bath

1465 sq.ft. / Floor 10

Available 2/22/2017



Photos

Balcony

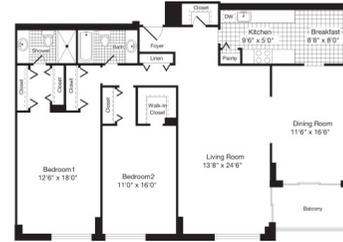
Eastern Exposure

Energy-efficient

Appliances

Western Sunset View of

Fountain



CONTACT US

RESERVE NOW

SCHEDULE TOUR

More +

\$2,960 12 MO

2 Bed / 2 Bath

1465 sq.ft. / Floor 11

Available 4/6/2017



Photos

Balcony

Energy-efficient

Appliances

Southern Exposure

Western Sunset View of

Fountain



CONTACT US

RESERVE NOW

SCHEDULE TOUR

More +

Available Soon...

Our availability changes all the time. We are happy to notify you when a floor plan comes available.

Studio

Studio / 1 Bath

575 sq.ft. / Studio A

NOTIFY ME

Studio / 1 Bath

630 sq.ft. / Studio B

NOTIFY ME

Studio / 1 Bath

630 sq.ft. / Studio C

NOTIFY ME

Studio / 1 Bath

630 sq.ft. / Studio D

NOTIFY ME

Studio / 1 Bath

675 sq.ft. / Studio E

NOTIFY ME

Studio / 1 Bath

800 sq.ft. / Studio G

NOTIFY ME

1 Bed

EXHIBIT Q

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

██
3003 Van Ness Street, N.W. Apt ██████████
Washington, DC 20008

Date: 09/10/2016

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	<u>\$ 3,546</u>
The dollar adjustment in your rent charged is:	<u>\$ 71</u>
The percentage adjustment in your rent charged	<u>2.00 %</u>
Your new rent charged is:	<u>\$ 3,617</u>
The effective date is:	<u>09/10/2016</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2016 through April 2017 is 0%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

[REDACTED]
3003 Van Ness Street, N.W. Apt **[REDACTED]**
Washington, DC 20008

Date: **[REDACTED]**

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ <u>3,400</u>
The dollar adjustment in your rent charged is:	\$ <u>68</u>
The percentage adjustment in your rent charged	<u>2.00</u> %
Your new rent charged is:	\$ <u>3,468</u>
The effective date is:	<u>10/28/2016</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2016 through April 2017 is 0%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

██
3003 Van Ness Street, N.W. Apt ██████████
Washington, DC 20008

Date: ██████████

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 3,306
The dollar adjustment in your rent charged is:	\$ 116
The percentage adjustment in your rent charged	3.50 %
Your new rent charged is:	\$ 3,422
The effective date is:	08/19/2015

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

~~3003 Van Ness Street, N.W. Apt 3003~~
3003 Van Ness Street, N.W. Apt ~~3003~~
Washington, DC 20008

Date: ~~08/19/2016~~

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 3,422
The dollar adjustment in your rent charged is:	\$ 68
The percentage adjustment in your rent charged	2.00 %
Your new rent charged is:	\$ 3,490
The effective date is:	08/19/2016

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2016 through April 2017 is 0%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

~~3003 Van Ness Street, N.W. Apt #1100~~
3003 Van Ness Street, N.W. Apt #1100
Washington, DC 20008

Date: ~~01/12/2016~~

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	<u>\$ 2,949</u>
The dollar adjustment in your rent charged is:	<u>\$ 103</u>
The percentage adjustment in your rent charged	<u>3.50 %</u>
Your new rent charged is:	<u>\$ 3,052</u>
The effective date is:	<u>01/12/2016</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

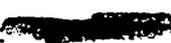
Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED


3003 Van Ness Street, N.W. Apt. 
Washington, DC 20008

Date: 

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 2,648
The dollar adjustment in your rent charged is:	\$ 53
The percentage adjustment in your rent charged	2.00 %
Your new rent charged is:	\$ 2,701
The effective date is:	07/01/2016

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2016 through April 2017 is 0%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9605

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

~~3003 Van Ness Street, N.W. Apt #~~
3003 Van Ness Street, N.W. Apt #~~3003~~
Washington, DC 20008

Date:

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 2,558
The dollar adjustment in your rent charged is:	\$ 90
The percentage adjustment in your rent charged	3.50 %
Your new rent charged is:	\$ 2,648
The effective date is:	07/01/2015

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

[REDACTED]
3003 Van Ness Street, N.W. Apt # W0715
Washington, DC 20008

Date: **[REDACTED]**

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenant(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	<u>\$ 2,742</u>
The dollar adjustment in your rent charged is:	<u>\$ 41</u>
The percentage adjustment in your rent charged	<u>1.50 %</u>
Your new rent charged is:	<u>\$ 2,783</u>
The effective date is:	<u>12/28/2015</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

██████████
3003 Van Ness Street, N.W. ██████████
Washington, DC 20008

Date: ██████████

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	<u>\$ 3,603</u>
The dollar adjustment in your rent charged is:	<u>\$ 54</u>
The percentage adjustment in your rent charged	<u>1.50 %</u>
Your new rent charged is:	<u>\$ 3,657</u>
The effective date is:	<u>02/18/2016</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9606

**HOUSING PROVIDER’S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

██████████
3003 Van Ness Street, N.W. Apt # ██████████
Washington, DC 20008

Date: ██████████

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A “NOTICE OF ELDERLY OR DISABLED STATUS” FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 3,615
The dollar adjustment in your rent charged is:	\$ 72
The percentage adjustment in your rent charged	2.00 %
Your new rent charged is:	\$ 3,687
The effective date is:	01/31/2017

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2016 through April 2017 is 0%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

[REDACTED]
3003 Van Ness Street, N.W. Apt. [REDACTED]
Washington, DC 20008

Date: [REDACTED]

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenant(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	<u>\$ 2,988</u>
The dollar adjustment in your rent charged is:	<u>\$ 105</u>
The percentage adjustment in your rent charged	<u>3.50 %</u>
Your new rent charged is:	<u>\$ 3,093</u>
The effective date is:	<u>08/23/2015</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

~~3003 Van Ness Street, N.W. Apt 3003~~
3003 Van Ness Street, N.W. Apt ~~3003~~
Washington, DC 20008

Date: ~~07/25/2015~~

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 4,104
The dollar adjustment in your rent charged is:	\$ 144
The percentage adjustment in your rent charged	3.50 %
Your new rent charged is:	\$ 4,248
The effective date is:	07/25/2015

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

██████████
3003 Van Ness Street, N.W. Apt ██████████
Washington, DC 20008

Date: ██████████

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 3,616
The dollar adjustment in your rent charged is:	\$ 72
The percentage adjustment in your rent charged	2.00 %
Your new rent charged is:	\$ 3,688
The effective date is:	08/08/2016

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2016 through April 2017 is 0%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development, and
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505



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HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

██████████
3003 Van Ness Street, N.W. Apt # ██████████
Washington, DC 20008

Date: ██████████

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	<u>\$ 3,114</u>
The dollar adjustment in your rent charged is:	<u>\$ 47</u>
The percentage adjustment in your rent charged	<u>1.50 %</u>
Your new rent charged is:	<u>\$ 3,161</u>
The effective date is:	<u>12/22/2015</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-8505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

[REDACTED]
3003 Van Ness Street, N.W. [REDACTED]
Washington, DC 20008

Date: [REDACTED]

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 4,616
The dollar adjustment in your rent charged is:	\$ 162
The percentage adjustment in your rent charged	3.50 %
Your new rent charged is:	\$ 4,778
The effective date is:	07/07/2015

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

~~3003 Van Ness Street, N.W. Apt # W0930~~
3003 Van Ness Street, N.W. Apt # W0930
Washington, DC 20008

Date: ~~10/01/2015~~

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 2,405
The dollar adjustment in your rent charged is:	\$ 36
The percentage adjustment in your rent charged	1.50 %
Your new rent charged is:	\$ 2,441
The effective date is:	10/01/2015

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration - Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

~~XXXXXXXXXXXXXXXXXXXX~~
3003 Van Ness Street, N.W. Apt # S0709
Washington, DC 20008

Date: ~~XXXXXXXXXX~~

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenant(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	<u>\$ 2,851</u>
The dollar adjustment in your rent charged is:	<u>\$ 57</u>
The percentage adjustment in your rent charged	<u>2.00 %</u>
Your new rent charged is:	<u>\$ 2,908</u>
The effective date is:	<u>08/07/2016</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2016 through April 2017 is 0%.

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Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

[REDACTED]
3003 Van Ness Street, N.W. **[REDACTED]**
Washington, DC 20008

Date: **[REDACTED]**

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ <u>2,642</u>
The dollar adjustment in your rent charged is:	\$ <u>92</u>
The percentage adjustment in your rent charged	<u>3.50</u> %
Your new rent charged is:	\$ <u>2,734</u>
The effective date is:	<u>12/01/2015</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

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Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration - Rental Accommodations Division (RAD)
1600 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9508

HOUSING PROVIDER'S NOTICE TO TENANTS OF ADJUSTMENT IN RENT CHARGED

3003 Van Ness Street, N.W. Apt #
Washington, DC 20008

Date: 08/03/2015

IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL ACCOMMODATIONS DIVISION.

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 3,075
The dollar adjustment in your rent charged is:	\$ 108
The percentage adjustment in your rent charged	3.50 %
Your new rent charged is:	\$ 3,183
The effective date is:	08/03/2015

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

EXHIBIT R

Email exchange between Harry Gural and the Rental Accommodations Division re: FOIA November 17, 2016 to February 17, 2017

Rent control violations -- FOIA requesting RAD-9 forms submitted by Equity Residential for 3003 Van Ness



Harry Gural <harrygural@gmail.com>

11/17/16

to keitha.anderson, Mary, Anita, Barry, Beth, Joel, Johanna, John, Jonathan, Meghan, Amir, Shirley, Shirley, Dennis, Umar,

The letter below, along with additional documents, is attached.

Dear Mr. Anderson,

I am writing on behalf of the board of the Van Ness South Tenants Association, which represents residents of 3003 Van Ness in northwest DC. I am writing to let you know that we have submitted a FOIA request (2017-FOIA-00710) for records of rent prices reported to the Rental Accommodations Division (RAD) by Equity Residential, the owner of our building. The building is subject to rent control.

We have evidence that on forms it files with RAD, Equity Residential overstates rents by as much as \$1,500 per month, claiming for example that it collects \$3,500 for a one-bedroom in our neighborhood – a preposterous amount. Equity then bases subsequent annual increases on this fictitious number, greatly exceeding those allowed by DC law.

For this reason, the board of the Van Ness South Tenants Association has submitted a FOIA request for RAD-9 forms filed by Equity Residential for the building at 3003 Van Ness since the passage of the Rent Control Reform Act of 2006. See attached examples of RAD-9 forms filed by Equity with RAD and also RAD-8 forms it uses to demand of residents extremely large rent increases.

We will appreciate your help in making sure that our FOIA request is processed within the 15 business days mandated by law.

Sincerely yours,

Harry Gural
President, Van Ness South Tenants Association



Harry Gural <harrygural@gmail.com>

Jan 6

to thang.nguyen, keitha.anderson, Barry, Beth, Joel, Johanna, John, Jonathan, Mary, Meghan, Amir, Shirley, Shirley, Denni,

Dear Mr. Anderson,

I am writing to follow-up on the FOIA request referenced in my email of Nov. 17, 2016, Case Number 2017-FOIA-00710. I have not yet received any acknowledgment from you about my request or a response to my last letter, nor have I received any of the requested information from the Rental Accommodations Division.

The law mandates that information requested by a citizen in a FOIA request must be delivered to the petitioner within 15 business days of the request. More than twice that number of days has passed since then, with no word either from you or from the RAD.

As explained in my last letter, the information I requested is critical because it likely follows a pattern of information I already have, showing that Equity Residential vastly overstates the rents in collects on apartments at 3003 Van Ness. Equity then bases annual increases on those false figures, which are often inflated well over \$1,000 above the actual rent paid. The information I have shows that Equity has broken DC rent stabilization laws in more than 50 cases. I believe that your files show that Equity has done this in hundreds or thousands of cases. If this proves to be true, this is a scandal worth many millions of dollars. This should be a top concern of your department, yet I have received no information from you.

I again ask you to abide by your legally mandated obligation as soon as possible. Every month, hundreds of Equity Residents are hit with illegal rent increases that can amount to \$500 or \$1,000 or more per apartment per year. This is a scandal should be of highest concern. I request that you act immediately.

Sincerely yours,

Harry Gural
President, Van Ness South Tenants Association

Cc: Members of the Van Ness South Tenants Association
The Office of the Tenant Advocate
Office of the DC Attorney General
Mayor Muriel Bowser
Councilmember Anita Bonds
Councilmember Mary Cheh
ANC Commissioner Shirley Adelstein



Harry Gural <harrygural@gmail.com>

Jan 11 ☆



to Thang, keitha.anderson, Timothy, Anita, Barry, Danilo ▾

Mr. Nguyen,

Thank you for your email regarding my FOIA request, 2017-FOIA-00710. As you know, the information was due mid-December. As I stated in my previous email, this information is important for my court hearing at the OAH this Friday, Jan. 13, at 9:30 am.

I understand that you may not have completed assembling the information requested. Please send what you do have ASAP, with priority to the most recent material. I think it best to send as an attachment to an email. Please let me know if you cannot do that and instead need a fax number.



Wilson, Timothy J. (DHCD) <Timothy.Wilson5@dc.gov>

Jan 13 ☆



🔒 to me ▾

Please select the link below and find a partial listing of documents regarding your request: 2017-FOIA-00710

<https://drive.google.com/drive/folders/OB481R4a9zPlibXJEMHpNeWpqcHM?usp=sharing>

I hope this is helpful.

Best regards...

Tim Wilson



Harry Gural <harrygural@gmail.com>

Jan 14 ☆



to Timothy ▾

Tim,

Thanks for sending the link to those 5 files.

Can you give me a sense for what is here? For example, does the file "2015-2016 RAD Form 9" cover all documents for 2015 and 2016? Does the file "2014-2015" overlap? What is in each of these files?

I assume that you're looking for the other forms going back to 2006?

It's important that I get all of these because there is a pending case against Equity, which apparently is falsifying the numbers on these forms.

Many thanks,

Harry

- 2009 -2013 RAD Form 9 3003 VanNess St., NW (1).pdf
- 2013 RAD Form 9 3003 Van Ness St. NW.pdf
- 2014 RAD Form 9 3003 VanNess St., NW.pdf
- 2014-2015 RAD Form 9 3003 Van Ness St., NW.pdf
- 2015-2016 RAD Form 9 3003 VanNess St.,NW.pdf



Harry Gural <harrygural@gmail.com>

Jan 25



to keitha.anderson, Barry, Beth, Dennis, Joel, Johanna, John, Jonathan, Mary, Meghan, Amir, Shirley, Shirley, Umar, Thang

Dear Mr. Anderson,

I am writing to ask for completion of my FOIA request, case number 2017-FOIA-00710.

Your department is now 30 days late (past the 15 days mandated by law) in responding to my request. My FOIA request was made on Nov. 16th. I wrote to you on Nov. 17th to let you know personally that I had submitted a FOIA. I should have received the information by Dec. 12th. I emailed you on Jan. 6 asking for the information. Councilmember Anita Bonds apparently contacted you to ask you to hasten processing of my request.

I received the first records at 6:11 pm on Jan. 13th. These records were important to the hearing for my tenant petition against Equity Residential that was at 9:30 am on Jan. 13th. Because the records were 30 days late I was unable to use them at my hearing.

There will be additional proceedings in my tenant petition against Equity Residential. To make my case effectively, I will need the records that I FOIA'ed on Nov. 16th. The most important records are the RAD-9 forms for 2016, which presumably would be the easiest to locate. Please send these to me at your very earliest convenience. Many other tenants are considering submitting tenant petitions against Equity Residential for circumventing DC rent control laws, so the records you possess are very important for making sure that they are not charged more than the law allows.

Sincerely yours,

Harry Gural
President, Van Ness South Tenants Association

Cc: Members of the Van Ness South Tenants Association
Mayor Muriel Bowser
The Office of the Tenant Advocate
Councilmember Anita Bonds
Councilmember Mary Cheh



Wilson, Timothy J. (DHCD)

Jan 27



to me

Mr. Gural,

Just to follow up, the documents you received contained RAD-9 forms for 2016 from January to August. However, we will also include forms for the remaining months along with those from 2006 to 2008 as you requested.

I'll update you as those documents become available. Hopefully by next week; Monday at the earliest.

Best regards...

Tim Wilson



Wilson, Timothy J. (DHCD) <Timothy.Wilson5@dc.gov>

Jan 17 ☆



to me ▾

Indeed, we are looking back to 2006 for the remaining items you requested.

From: Harry Gural [mailto:harrygural@gmail.com]

Sent: Saturday, January 14, 2017 4:57 PM

To: Wilson, Timothy J. (DHCD)

Subject: Re: Rent control violations -- FOIA requesting RAD-9 forms submitted by Equity Residential for 3003 Van Ness

...



Harry Gural <harrygural@gmail.com>

Jan 17 ☆



to Timothy ▾

Thank you

...



Wilson, Timothy J. (DHCD)

Jan 27 ☆



to me ▾

Mr. Gural,

Just to follow up, the documents you received contained RAD-9 forms for 2016 from January to August. However, we will also include forms for the remaining months along with those from 2006 to 2008 as you requested.

I'll update you as those documents become available. Hopefully by next week; Monday at the earliest.

Best regards...

Tim Wilson



Harry Gural <harrygural@gmail.com>

Feb 13 ☆



to Timothy, Danilo, Keith ▾

Mr. Wilson,

I am following up regarding FOIA case number 2017-FOIA-00710, filed on Nov. 17, 2016.

Thank you for your update on Jan. 27. I managed to sort through the files you already sent. In some cases the year seems to be complete (or to have at least one filing per month.) In other years, there are a few or almost all months missing. Here is what I have:

2016: A least one filing for each month through Aug. 23
2015: At least one filing for every month
2014: At least one filing for each month except Jan. and Feb.
2013: At least one filing for each month except Jan.
2012: Only one month: Dec.
2011: Only three months: Jan., Feb., and Mar. All others missing.
2010: Missing months -- Jan., Feb., March, Apr., May, June, July, Sept
2009: Only two months -- Nov. and Dec. All others missing.
2008: Nothing
2007: Nothing
2006: Nothing

Please give me an estimate of delivery for the remaining files. I am most interested in filling in the most recent years, and in getting at least one filing for all other years.

Many thanks,

Harry Gural
President
Van Ness South Tenants Association

Email exchange between Harry Gural and the Rental Accommodations Division re: FOIA



Wilson, Timothy J. (DHCD)

to me, Danilo, Keith

Feb 14



Please use the following link for filings from 2006 to 2009: <https://drive.google.com/drive/folders/OB481R4a9zPlibXJEMHpNeWpqcHM?usp=sharing>

From: Harry Gural [mailto:harrygural@gmail.com]

Sent: Monday, February 13, 2017 4:40 PM

To: Wilson, Timothy J. (DHCD)

Cc: Pelletiere, Danilo (DHCD); Anderson, Keith (DHCD)

Subject: Re: Follow-up request for FOIA'ed documents on Equity Residential submissions to RAD



Harry Gural <harrygural@gmail.com>

to Timothy, Danilo, Keith

Feb 17 (11 days ago)



Thank you -- I am sorting through these.

I assume that these don't include the missing files listed below? Can you get those?



EXHIBIT S

Email exchange between VNSTA President Harry Gural and Rent Administrator Keith Anderson February 7-11, 2017

Important question regarding RAD procedure on rent price submissions by housing providers

Inbox x



Harry Gural <harrygural@gmail.com>

Feb 7 (4 days ago) ☆



to keitha.anderson, Danilo, Anita, Barry, Beth, Dennis, Joel, Johanna, John, Jonathan, Mary, Meghan, Amir, Shirley, Shirley, Umar, Perry

Mr. Anderson,

As you know, I have a tenant petition against Equity Residential for charging me a rent increase greater than the legal limit of 2% plus the CPI. I have a court document due on Friday and I need answers to the following two simple questions:

- 1) Does the Rental Accommodations Division check the rent figures submitted by housing providers? (For example, does it check to see if the numbers are plausible -- that a one-bedroom apartment in Van Ness is listed at \$3,500 per month.)
- 2) If a tenant can show that the housing provider has misrepresented rent amounts to RAD (for example, by showing a bank statement), does the RAD investigate?

Many thanks for your attention to this important matter.

...



Anderson, Keith (DHCD)

Feb 7 (4 days ago) ☆



to me, Danilo

Good Afternoon, Mr. Gural:

- 1) Historically, RAD has/does not perform a review of rent adjustment filings for rent calculation accuracy.
- 2) Yes. RAD will investigate an allegation that a housing provider has misrepresented rent levels on a rent adjustment filing. When such an allegation is made, a tenant files a tenant petition/complaint to address the issue. Rarely does a tenant request RAD to launch a show cause investigation to resolve a rent adjustment claim in lieu of choosing the tenant petition/complaint adjudication process.

Mr. Anderson



Harry Gural <harrygural@gmail.com>

Feb 7 (4 days ago) ☆



to Keith, Danilo

Mr. Anderson,

Thank you for your quick response. However, your response is confusing.

- 3) If a tenant complains that a housing provider is misrepresenting the rent filed with RAD, does RAD initiate an investigation or not? Or must a tenant file a tenant petition and get a ruling at OAH before RAD will investigate?
- 4) How many investigations of tenant complaints has RAD done over the past five years?

...



Harry Gural <harrygural@gmail.com>

Feb 7 (4 days ago) ☆



to Keith

I would like to withdraw the second question (#4) in my previous email because I realize that it may not be possible for you to answer that quickly.

But my first question (#3) should be easy to answer:

...



Anderson, Keith (DHCD)

Feb 7 (4 days ago) ☆



to me

Mr. Gural:

If a complaint is lodged in lieu of a tenant petition, RAD will investigate. Over the past five years, RAD has received no complaints. RAD does not conduct its own investigation into the merits of allegations raised in a tenant petition.

Mr. Anderson

 **Harry Gural** <harrygural@gmail.com> Feb 7 (4 days ago) ☆  
to Keith 
In other words, the tenant gives up his or her right to seek a remedy in OAH if he or she requests a RAD investigation?


 **Anderson, Keith (DHCD)** Feb 7 (4 days ago) ☆  
 to me 
No. An RAD investigation is a show cause investigation, pursuant to 14 DCMR Sect. 2015, which may result in a hearing before OAH in which RAD is the petitioner; no remedy is afforded the tenant. A tenant who files the underlying complaint that triggered the show cause investigation is not barred from filing a subsequent tenant petition. The nature of RAD proceedings is such that if a tenant is seeking a remedy for his or her sake, the tenant petition/complaint process is the better route to take.

 **Harry Gural** <harrygural@gmail.com> Feb 10 (1 day ago) ☆  
to Keith 
Does that mean that a housing provider can submit to the Rental Accommodations Division rent figures that are completely made up? Is there any way for RAD to determine whether the figures are accurate?


 **Anderson, Keith (DHCD)** Feb 10 (1 day ago) ☆  
 to me 
The rent levels that appear on the notice form must be based on one of the prescribed rent adjustments/authorizing section (annual CPI, vacancy, capital improvement, etc.). The new rent calculation is based on the authorizing section and the prior or current rent charged.

 **Harry Gural** <harrygural@gmail.com> Feb 10 (1 day ago) ☆  
to Keith 
Does RAD verify that this is true? That the adjustment is correctly calculated?


 **Anderson, Keith (DHCD)** Feb 10 (1 day ago) ☆  
 to me 
No. RAD doesn't check the math. If there's an obvious mistake that's detected on the face of the document when filed, such as the wrong CPI percentage, a typographical error or a simple math miscalculation ($2 + 2 = 5$), the mistake will be corrected at the counter.

 **Harry Gural** <harrygural@gmail.com> Feb 10 (1 day ago) ☆  
to Keith 
Back to an earlier question -- what if the rent amount submitted by a Housing Provider is clearly not accurate, e.g., a rent provider claims that the rent on a one-bedroom in a not-too-expensive neighborhood is \$10,000 a month? Would RAD investigate, contact the Housing Provider or report this to the Attorney General or other department?

THERE IS NO EXHIBIT T

EXHIBIT U



Thank Again for Making 3003 Van Ness Home

James Purnell <jpumell@eqr.com>

Tue, Sep 15, 2015 at 1:47 PM



I wanted to touch base with you in regards to your lease renewal. I see your lease will be expiring soon, so I wanted to make sure we have it all taken care of before it goes into month to month status.

You should have received a letter from DC Dept. of Housing which shows the rent control increase for your apartment. Please note this states your month to month rate effective 11/23/15 will be \$2,734 how ever if you decide to renew for 12 months, we can give you another concession again to bring your rate down closer to what you are currently paying.

I just took some time to review your lease renewal and if you decide to renew your lease with us today, your new rent will be \$2105 which is only \$ 235 difference to what you are currently paying. This offer is only valid for 48 hours. Please let me know within this time frame if you would like to accept it.

Remember, if you decide not to renew your lease you will need to provide us with a 60 day written notice to vacate. Please let me know if you would like to renew your lease, so I can send you the new link to sign electronically or if would like to schedule a time to stop by the leasing office to discuss your options.

Thank you!

James Purnell
Leasing Consultant

3003 Van Ness
3003 Van Ness St. NW, Washington DC 20008
[202.244.3100](tel:202.244.3100) [202.244.1881](tel:202.244.1881) fax

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

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

From: Julie Jackson <jjackson2@eqr.com>
Subject: Re: 3003 Van Ness
Date: November 23, 2015 at 6:08 PM

[REDACTED]

[REDACTED]

We look forward to welcoming you to 3003 Van Ness. I've provided below a few details to help you prepare for your move in.

You will need to pay the amount of **\$2621.00** on-line or by check by no later than 11/25. This amount includes your November pro-rated rent, one application fee and your December rent. The \$500 move in fee was waived. If you make your payment on-line at www.myequityapartments.com do remember to disregard the amount on-line and only pay the amount above.

You will be receiving a separate email to sign your lease electronically. Your lease agreement will state the RCC Rent Control Price of \$3105 The RCC rent amount of \$3105 is the rent amount that is recorded with the city. It is the maximum rent that the city tells us we can charge for your specific apartment. I have also attached a few documents for your review regarding rent control. There will be additional documents for you to sign upon your arrival. Please remember, on the 1st page of the lease you will see a paragraph regarding your concession (discount) of \$1400 which will be subtracted from \$3105 to bring your rent down to \$1705 per month for 12 months. \$1705 is the monthly rent amount that you will pay. Additional items to prepare for your move-in are below. **PROOF OF RENTERS INSURANCE IS REQUIRED ON YOUR MOVE IN DAY.** See below for more information. Don't forget to reserve the freight elevator as soon as possible and to take advantage of residents specials please use the direct contacts below should you choose either Comcast or RCN. If you have any questions feel free to let me know. Thank you again for working with me and for choosing to make 3003 Van Ness your new home.

Julie Jackson
Leasing Consultant

From: Julie Jackson <jjackson2@eqr.com>
Subject: Re: 3003 Van Ness
Date: November 24, 2015 at 10:01:17 EST

[REDACTED]

[REDACTED]

You are correct.

Your pro-rated rent amount for 11/25-30 is \$341.00
One application fee for your wife is \$75.00
Your December rent is \$1705.00

TOTAL = \$2121.00

Julie Jackson
Leasing Consultant



Welcome Home To Archstone

4 messages

James Purnell <jpurnell@eqr.com>

Wed, Jul 30, 2014 at 11:56 AM

I'm so pleased that we were able to work this out for you. I've attached your move in cost sheet for your review. You will need to **pay the amount of \$1090.00 on or before 8/19/2014**. If you make your payment on-line at www.myequityapartments.com do remember to disregard the amount on-line and only pay the amount above. You will also need to get proof of renter's insurance before you can pick up your keys. All Guarantors must review the lease terms before the lease is sent to the resident(s) Further instructions and a suggested provider is below. All Guarantors must review the lease terms before the lease is sent to the resident(s). I have forwarded your lease electronically "Docu-Sign". **Please remember your lease agreement will state the RCC Rent Control Price of \$3306.00. On the 2nd paragraph of the lease you will see your concession of \$-826.00 which will be subtracted from \$3306.00 to bring your rent down to \$2480.00 per month without parking.** Additional items to prepare for your move-in are below and should you have any questions feel free to let me know. Thank you again for working with me and for choosing to make Archstone Van Ness your new home. Have a wonderful day!

ARCHSTONE VAN NESS

Dear, Jason Robinson, John Van Son

Congratulations on your new home! Your lease start date is **8/19/2014**. Your new address is:

**3003 Van Ness Street, NW
Apt S-524
Washington, DC 20008**

Do let me know the time you plan to arrive to pick up your keys. Prior to doing so I have just a few more documents to sign and I will need proof of your renter's insurance.

1. Renter's Insurance:

A total of at least \$100,000 basic liability coverage is required. You are more than welcome to use a company of your choice. We work directly with Assurant Solutions. All leaseholders must be listed on policy.

*** PLEASE NOTE THAT ARCHSTONE VAN NESS MUST BE LISTED AS CERTIFICATE HOLDER OR ADDITIONAL INTEREST IN ORDER TO BE ACCEPTED***

Assurant Solutions:

Phone: [800.554.6434](tel:800.554.6434)

Web: www.RentersDirect.com

PLEASE EMAIL OR FAX PROOF OF INSURANCE TO ARCHSTONEVANNESS@EQR.COM OR 202-244-1881 PRIOR TO YOUR MOVE IN DATE --- KEYS WILL NOT BE RELEASED UNTIL

ARCHSTONE VAN NESS

Leasing Office :
(202) 244-7811
Office/Front Desk:
(202) 244-3100

Email:
archstonevanness@eqr.com

Office Hours:

Mon.,Tues.,Wed,,:

9am-6pm

Thursday: 9am-7pm

Friday: 9am-6pm

Saturday: 9am-5pm

Sunday: 12Noon-5pm

EXHIBIT V



District of Columbia
Department of Housing and Community Development
Rental Accommodations Division (RAD)
 1800 Martin Luther King Jr. Avenue SE, 2nd Floor
 Washington, DC 20020
 (202) 442-9505

RAD Date Stamp

RAD Form 23 (rev 09/10)

Tenant Petition / Complaint

This petition is filed under provisions of D.C. OFFICIAL CODE §§ 42-3501.01 et seq. (Supp. 2008) (DC Law 6-10 § 216).
Please type or print clearly, complete all areas, and make sure to sign the form.
ATTACH ADDITIONAL PAGES FOR RESPONSES, IF NEEDED.

RAD Use Only

Case number	Intake Representative	Date Filed
<input type="checkbox"/> Walk-in <input type="checkbox"/> Mail	Approved For Filing By	Date Approved For Filing

- TO FILE THIS PETITION, TENANT(S) MUST PROVIDE:
- × Proof of tenancy, including rent receipts, cancelled checks, or a copy of a lease.
 - × Copy of any Notice to Vacate and/or Notice of Increase in the Rent Charged
 - × Original & 4 copies of this Petition/Complaint and all documents submitted in support of this Petition/Complaint

Part 1 – Tenant Information

Who is filing this petition? Tenant Tenant Representative Tenant Association Group of Unassociated Tenants

Name of tenant(s), tenant association, or representative Gabriel Fineman		Email Address gabe@gfineman.com	
Cell phone 202-290-7460	Home phone 202-290-7460	Work phone	
Date when you became a tenant of the property for which this petition is being filed: 12/22/2013		Current monthly rent you are charged \$2,215	
<i>Street address of property that is subject of petition/complaint</i>			
Street Address (No P.O. Box) 3003 Van Ness Street, NW			
Unit(s) W-1131	City Washington	State DC	Zip Code 20008
<i>Current Address of Tenant(s) (if different than above)</i>			
Street Address (No P.O. Box)			
Unit	City	State	Zip Code
<i>Petitioner(s)' Representative (Attorney or Other) information (if applicable)</i>			
Name of Representative		Email Address	
Cell phone	Home phone	Work phone	
Street Address (No P.O. Box)			
Unit	City	State	Zip Code

Part 2 – Housing Provider Information

Name of Owner of Housing Accommodation Smith Property Holdings Van Ness L.P.			Email Address
Cell phone	Home phone	Work phone	
Owner's Street Address (No P.O. Box) 3003 Van Ness Street, NW			
Unit	City Washington	State DC	Zip Code 20008
Title/Name of Agent of Owner Avis Duvall, Agent			Email Address
(check the appropriate box for Title): <input type="checkbox"/> Property Manager <input type="checkbox"/> Real Estate Agent <input checked="" type="checkbox"/> Other: <u>agent</u>			
Cell phone	Home phone	Work phone	
Agent's Street Address (No P.O. Box) 3003 Van Ness St, NW			
Unit	City Washington	State DC	Zip Code 20008

Part 3 – Previously Filed Tenant Petitions for this Housing Accommodation or Rental Unit (1985 to present) (ATTACH ADDITIONAL PAGES, IF NEEDED)

<i>Petition Number</i>	<i>Filing Date</i>	<i>Current Status (check the box)</i>	<i>Date of Decision/Order</i>
		<input type="checkbox"/> Open or <input type="checkbox"/> Closed	
		<input type="checkbox"/> Open or <input type="checkbox"/> Closed	
		<input type="checkbox"/> Open or <input type="checkbox"/> Closed	
		<input type="checkbox"/> Open or <input type="checkbox"/> Closed	
		<input type="checkbox"/> Open or <input type="checkbox"/> Closed	

Part 4 – Tenant Complaint

I/We believe that the following violation(s) of the Rental Housing Act of 1985, as amended, (the Act) at D.C. OFFICIAL CODE §§ 42-3501.01 et seq. (Supp. 2008) has/have occurred (check below):

Rent Increase

- A. The building where my/our Rental Unit(s) is/are located is not properly registered with the RAD.
- B. The rent increase was larger than the increase allowed by any applicable provision of the Act.
- C. There was no proper 30-day notice of rent increase within 30 days of the effective date of the increase.
- D. The Housing Provider did not file the correct rent increase forms with the RAD.
- E. (See N.)
- F. The rent was increased while my/our Rental Units was/were not in substantial compliance with the D.C. Housing Regulations.
- G. The rent ceiling exceeds the legally-calculated rent for my/our units.
- H. The rent charged is in excess of the rent ceiling for my Rental Unit.
- I. Improper filing of RAD form 8 (Notice in adjustment of rent charged)

Part 4 – Tenant Complaint (continued)

Services and Facilities

- I. Services and/or facilities provided as part of my/our rent have been permanently eliminated.
- J. Services and/or facilities provided as part of my/our rent have been substantially reduced.
- K. Services and/or facilities, as set forth in the Voluntary Agreement filed with and approved by the Rent Administrator have not been provided as specified.

Retaliation/Notice to Vacate

- L. The Housing Provider, property manager, or other agent of the Housing provider has taken retaliatory action against me/us in violation of D.C. OFFICIAL CODE § 42-3505.02 (Supp. 2008).
- M. A Notice to Vacate has been served on me/us, which violates D.C. OFFICIAL CODE § 42-3505.01(Supp. 2008).

Security Deposit

- N. A security deposit was demanded of me/us by the Housing Provider, property manager, or other agent of the Housing Provider after the date when I/we moved in. No security deposit was demanded before I/we moved in by the Housing Provider, property manager, or other agent of the Housing Provider.
- O. The Housing Provider, property manager, or other agent of the Housing Provider has improperly withheld my security deposit after the date when I/we moved out.
- P. The Housing Provider, property manager, or other agent of the Housing provider failed to return the interest on my security deposit after the date when I/we moved out.

Establishment or Operation of a Tenant Organization

- Q. The owner interfered with (1) distribution of literature in common areas, including lobby areas, (2) placing of literature at or under tenants' doors, (3) posting of information on all building bulletin boards, (4) assistance to tenants to participate in tenant organization activities, (5) convening of tenant or tenant organization meetings, (6) formulation of responses to owner actions, (7) that the owner or management company modify services and facilities, and/or (8) any other activity reasonably related to the establishment or operation of a tenant organization, in violation of the provisions of D.C. OFFICIAL CODE §§ 42-3505.06(d)(1)-(8) (Supp. 2008).

Part 5 - Complaint Details

Use this space to describe in detail the events, dates, experiences, and observations that cause(d) you to file this Tenant Petition/Complaint.

THIS SECTION MUST BE COMPLETED IN ORDER TO FILE THIS TENANT PETITION/COMPLAINT.

ATTACH ADDITIONAL PAGES, IF NEEDED.

The Housing Provider filed an incorrect RAD form 8 with the RAD and has failed to correct the filing despite notice. This notice of adjustment to rent charged is a simple form that contains only two numbers that are not computed: 'Your current rent charged' and 'the dollar adjustment to your rent charged'. The Housing Provider incorrectly stated the rent charged by almost \$1,000.

This petition is only to correct the line entitled "Your current rent charged" on my RAD form 8. It does not deal with the lease, how the rent is calculated, flex-leases, concession leases, rent ceilings or other items normally decided in a civil court.

The term "Your current rent charged" is four words. The word 'your' clearly refers to the petitioner who received the notice. 'Current' mean now, or in this case, October 2015. Rent is a term defined as follows in DC Code section §42-3501.03 (28) that applies to all of chapter 35, including the filing of RAD form 8.

RAD Form 23 (rev 09/10)

Part 5 - Complaint Details (continued)

>"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. [DC Code section §42-3501.03 (28)]

Note that this definition is independent of any methods of calculation to derive the amount of the rent. It is not dependant on any contract between the Housing Provider and the tenant, or related to any rent ceiling or concession or previous RAD form 8 filing.

Finally the word "charged" seems redundant since it presumed in the definition of "rent". However, since the amount demanded or received might differ from what is charged, that definition is important. It means 'the price demanded for something' (Webster) or 'an amount of money that you have to pay' (McMillan) or 'demand (an amount) as a price from someone for a service rendered or goods supplied' (Oxford). In all cases, it is the amount of money the housing provider asked for each month and expected to receive or else he could go to Landlord Tenant Court to have me evicted.

In my case, I allowed the housing provider to debit my bank account each month and thus the three amounts were always the same. The amount that the Housing Provider demand from my bank, receive by ACH transfer and charged to my account each month was \$2,329. That is clearly the then current rent for my unit plus related garage space (that had a separate charge of \$160 per month). This means that my actual rent charged, demanded and received for my unit was \$2,169. However, the amount of current rent charged shown on RAD form 8 was falsely stated as \$3,114.

Please require the Housing Provider to correct this form to show the rent charged as \$2,169 and recompute the other numbers. Please order the Housing Provider to correctly state the current rent charged and properly compute this form in the future both for my unit and for all other units.

Please fine the Housing Provider the amount listed below (\$5,000) for willfully making a false statement in a document filed under this Act [DC Code § 42–3509.01(b)(2)] and a similar amount for any other false filing of a RAD form 8 for other tenants of this Housing Accommodation.

Part 6 – Certification

I/we understand that:

- It is my/our responsibility to report any substantive changes in the information provided here, while this Complaint is pending.
- Any Tenant Petition/Complaint filed with the RAD must result from a true and valid impression that a violation of the Act or the Security Deposit Act has occurred.
- A Tenant Petition/Complaint must contain a description or explanation of the alleged violation of the Act.
- Any person who willfully makes a false statement in any document filed under the Act shall be subject to a fine of not more than \$5,000 for each violation.

I/We hereby certify that the information that I/we will give on this form, according to the best of my knowledge and belief, is correct.

Signature of Tenant/Tenant Representative (check box that applies) <input type="checkbox"/> President <input type="checkbox"/> Officer <input type="checkbox"/> Agent <input type="checkbox"/> Other	Date
Signature of Tenant Association (check box that applies) <input type="checkbox"/> President <input type="checkbox"/> Officer <input type="checkbox"/> Agent <input type="checkbox"/> Other	Date

EXHIBIT W

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion and Memorandum of Points and Authorities in support thereof and Statement of Material Facts Not in Dispute, including Exhibits A-F was served on December 12, 2016, by first class mail, postage pre-paid and by personal delivery upon:

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street, N.W.
Rental Office
Washington, D.C. 20008

And by first class mail upon:

Debra F. Leege
Greenstein DeLorme & Luchs, P.C.
1620 L Street N.W., Suite 900
Washington, DC 20036-5605

Gabriel Fineman
3003 Van Ness St, NW
Apartment W-1131
Washington, DC 20008
Telephone (202) 290-7460
Email: gabe@gfineman.com

DISTRICT OF COLUMBIA
Office of Administrative Hearings

GABRIEL FINEMAN,	:	
	:	
Tenant/Petitioner,	:	
	:	
V.	:	Case No.: 2016 DHCD TP 30,842
	:	3003 Van Ness Street, N.W., Apt. W-1131
	:	Administrative Law Judge: Ann C. Yahner
	:	
SMITH PROPERTY HOLDINGS VAN NESS L.P.,	:	
	:	
Housing Provider/Respondent	:	

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
TENANT’S MOTION FOR SUMMARY JUDGMENT**

Tenant/Petitioner Gabriel Fineman ("Tenant") submits its memorandum of points and authorities in support of its Motion for Summary Judgment. In support thereof, Tenant states as follows:

I. THE CLAIMS

In the Tenant Petition filed on July 12, 2016, Tenant/Petitioner Gabriel Fineman (“Petitioner”) alleged that (i) the Housing Provider neither provided the correct notices of rent increase to the Tenant nor filed the correct rent increase forms with the RAD; and (ii) this was done as a willful act that calls for a penalty to be assessed by the adjudicator.

In the Complaint Details, Petitioner states that:

The Housing Provider provided the Tenant with an incorrect RAD form 8 and filed an incorrect RAD form 9 with the RAD and has failed to correct the filing despite notice. The Housing Provider incorrectly stated the rent charged by almost \$1,000. ... This petition is only to correct the line entitled "Your current rent charged" on the RAD form 8 and the associated filed RAD form 9. It does not deal with the lease, how the rent is calculated, flex-leases, concession leases, rent ceilings or other items normally decided in a civil court.

II. FACTUAL BACKGROUND

A. The Housing Accommodation.

Smith Property Holdings Van Ness L.P is the owner of the residential rental accommodation located at 3003 Van Ness Street, N.W., Washington, D.C. (the "Housing Accommodation"). Equity Residential Management, L.L.C. manages the Housing Accommodation. Petitioner has resided at the Housing Accommodation since December 2013. Petitioner rented Unit W-1131 (the "Unit"). [Exhibit A, Affidavit of Gabriel Fineman.]

B. The RAD Form 8 and RAD form 9.

The Housing Provider is required to provide each tenant with a Notice to Tenants of Adjustment in Rent Charged before it increases rents [42 DCMR 4205.4 (a)] and file that same information with the RAD. [42 DCMR 4205.4 (d)].

On September 18, 2015 Housing Provider sent a RAD form 8 notice to Tenant that the rent for the unit would be increasing from \$3,114 to \$3,161 effective December 22, 2015. A copy of the Rad form 8 is attached as Exhibit B. Thereafter, on or about September 22, 2015, Housing Provider filed a Certificate of Notice of Rent Increase (RAD form 9) with the District of Columbia's Rental Accommodations Division. A copy of the Certificate of Notice of Rent Increase is attached as Exhibit C.

On or about October 7, 2015 the Tenant sent notice to the Housing Provider that the RAD form 8 was incorrect and that it should be corrected. That notice is attached as Exhibit D. No reply was ever received. [Affidavit, Exhibit A.]

C. The statutory definition of "rent".

Rent is a term defined as follows in DC Code section §42-3501.03 (28) that applies to all of chapter 35, including the filing of RAD forms 8 and 9:

‘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. [DC Code section §42-3501.03 (28)]

III. STANDARD FOR GRANTING SUMMARY JUDGMENT

The District of Columbia Office of Administrative Hearings (“OAH”) Rule 2828.1 provides, “Motions for summary adjudication or comparable relief may be filed in accordance with Rule 2812.” OAH Rule 2812 provides instructions for the filing of motions, generally, but it does not specifically address the standard to determine whether summary judgment is appropriate. Where a procedural rule is not specifically addressed by the OAH Rules, the Office of Administrative Hearings may rely upon the District of Columbia Superior Court Rules of Civil Procedure as persuasive authority. See OAH Rule 2801.2.

District of Columbia Superior Court Rule of Civil Procedure 56 provides that summary judgment is appropriate if there is "no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law." See also *Musa v. Continental Ins. Co.*, 644 A.2d 999, 100102 (D.C. 1994). Only disputes over facts, viewed in the light most favorable to the non-moving party, which might legitimately affect the outcome of a trial are "material" under Rule 56. See *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250 (1986) (There is no issue to be decided at trial unless there is sufficient evidence favoring the non-moving party for the finder of fact to return a verdict for that party.); see also *Barnstead Broadcasting Corp. v. Offshore Broadcasting Corp.*, 886 F.Supp. 874, 878 (D.C. Cir. 1995) (Disputed material facts are those that might affect outcome of the suit under governing law.); *Clayton v. Owens-Coming Fiberglass Corp.*, 662 A.2d 1374, 1381 (D.C. 1995).

IV. ANALYSIS

A. There are no material issues of fact.

a. Because this petition deals with a single issue, there are no material facts in dispute. The RAD form 8 is attached as Exhibit B and the RAD form 9 as Exhibit C.

The only issue is if they were properly filled out with the correct current rent charged and that depends only on how the statutory definition of "rent" is interpreted by the Hearing Examiner. These are very simple forms that should be easy to fill out. Form 9 is a summary of form 8 notices to tenants that is a simple form containing only two numbers that are not computed: 'Your current rent charged' and 'the dollar adjustment to your rent charged'. The Housing Provider incorrectly stated the rent charged to the Tenant by almost \$1,000.

B. There is no material issue at law that is not defined in the Statute

a. There is only one section of the law involved and that is the definition of the term "rent" as used in various phrases.

As stated below, the definition of rent is both clear from its definition in the statute and by its general and common meaning.

b. The term "Your current rent charged" is what the Housing Provider tries to collect.

The term "Your current rent charged" is four words. The word 'your' clearly refers to the Tenant who received the notice. 'Current' mean now, or in this case, October 2015. Rent is a term defined as follows in DC Code section §42-3501.03 (28) that applies to all of chapter 35, including the filing of RAD forms 8 and 9.

‘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. [DC Code section §42-3501.03 (28)]

Note that this definition does not depend on how the rent is computed or what rent might have been demanded, but on the actual amount demanded, received or charged by the Housing Provider. It is likewise not dependent on any contract between the Housing Provider and any Tenant or upon any contractual definition of terms. It is an independent definition of how the term "rent" should be construed throughout chapter 35 of Title 42 of the DC Code, including the requirements to issue RAD form 8 and to file RAD form 9.

c. What "Charged" means.

Finally the word "charged" seems redundant since it presumed in the definition of "rent". However, because the amount demanded or received might differ from what is charged, that definition is important. The dictionary definitions are rather clear. It means 'the price demanded for something' (Webster) or 'an amount of money that you have to pay' (McMillan) or 'demand (an amount) as a price from someone for a service rendered or goods supplied' (Oxford). Thus, it is the amount that the Housing Provider hoped or expected to receive each month from the Tenant.

d. The amount of rent charged can also be derived from the actions of the Housing Provider.

In the case of the Tenant, Gabriel Fineman allowed the housing provider to debit his bank account each month and thus the three possible amounts in the definition of rent were always the same. The amount that the Housing Provider demand from the Tenant's bank, receive by ACH transfer and charged to the Tenant's account each month was \$2,329. A copy of a bank statement showing the drafting on the Tenant's account by the Housing Provider is attached as Exhibit E. That is clearly the then current rent for the unit plus related garage space (that had a separate charge of \$160 per month). This means that the actual rent charged, demanded and received for unit W-1131 was \$2,169 (\$2,329 -\$160). However, the amount of current rent charged shown on RAD form 8 was falsely stated as \$3,114.

e. Another way to look at the amount of rent charged.

Another way to look at rent charged is the consider under what conditions the Housing Provider could go into Landlord Tenant Court and request eviction for non-payment of rent. Could it claim that the Tenant was in default because he failed to pay some maximum legal rent, or some ceiling rent or some other rent that was not what was asked for or expected each month? Of course not. Could the Housing Provider claim that the amount of

money it was owed under the lease was some higher amount not demanded or even required by a lease? It would be laughed out of court. So, in fact, when the Housing Provider tried to evict three tenants for non-payment of rent in September of 2016, in all three cases the amount of rent shown in the complaint was the amount the tenant was expected to pay after any concessions (if any) and not some higher amount. A copy of the Second Affidavit of Gabriel Fineman showing these facts is attached as Exhibit F.

V. RELIEF

Accordingly, the Tenant petition should be granted and the Housing Provider should be ordered to: (i) to correct the existing filings; (ii) notify the tenants of such corrections, and (iii) make future notices and filings correctly.

Furthermore, the actions of the Housing Provider in filing these false RAD 8 and RAD 9 forms was unlawful. The Rad 9 form states:

I declare, affirm and ratify under penalty of perjury that the foregoing information is complete and accurate to the best of my knowledge. I fully understand and acknowledge that my signature below shall be deemed as the taking of an oath or affirmation regarding all of the information provided herein, to which the sanctions for perjury, false swearing or false statements under D.C. OFFICIAL CODE §§ 22-2402, 2404 & 2405 (Supp. 2008), respectively, shall apply.

The penalty for perjury is set forth in D.C. Official Code § 22-2402 (b) is that:

Any person convicted of perjury shall be fined not more than the amount set forth in § 22-3571.01 or imprisoned for not more than 10 years, or both.

The fine in section 22-3571.01 is up to \$25,000 for an individual and twice that (i.e. \$50,000) for an organization.

The RAD form 8, is also false and violates § 42- 3509.01 that says:

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

These violations were willful because (a) they were not corrected upon notice from the Tenant; and (b) because they were part of a pattern of always listing the ceiling rent instead of the rent charged as required by the RAD. They were the basis of subsequent rent increases that exceeded the maximum allowed and thus violated the provisions of Chapter 35 and they failed to meet the obligations of proper filings also required by chapter 35.

Therefore, the Housing Provider should be fined appropriately under the provisions of D.C. Official Code §§ 22-2402 and 42- 3509.01.

Such other relief should be provided as the adjudicator thinks appropriate.

VI. CONCLUSION

For the foregoing reasons, Tenant's Motion for Summary Judgment should be granted and the tenant petition should be granted with the relief stated above.

Respectfully submitted,

Tenant/Petitioner

Dated: December 12, 2016

Gabriel Fineman
3003 Van Ness St, NW
Apartment W-1131
Washington, DC 20008
Telephone (202) 290-7460
Email: gabe@gfineman.com

ly and paid the amount demanded by the Housing Provider. Exhibit E and Exhibit A.

7. Rent is a term defined as follows in DC Code section §42-3501.03 (28) that applies to all of chapter 35, including the filing of RAD forms 8 and 9:

‘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. [DC Code section §42-3501.03 (28)]

Respectfully submitted,

Dated: December 12, 2016

Gabriel Fineman
Tenant/Petitioner
3003 Van Ness St, NW
Apartment W-1131
Washington, DC 20008
Telephone (202) 290-7460
Email: gabe@gfineman.com

EXHIBIT X

DISTRICT OF COLUMBIA
Office of Administrative Hearings

GABRIEL FINEMAN,	:	
	:	
Tenant/Petitioner,	:	
	:	
V.	:	Case No.: 2016 DHCD TP 30,842
	:	3003 Van Ness Street, N.W., Apt. W-1131
	:	Administrative Law Judge: Ann C. Yahner
	:	
SMITH PROPERTY HOLDINGS VAN NESS L.P.,	:	
	:	
Housing Provider/Respondent	:	

AFFIDAVIT OF GABRIEL FINEMAN

I, Gabriel Fineman, declare under penalty of perjury as follows:

1. I am over twenty one (21) years of age and make this Affidavit on personal knowledge and in support of the Tenant/Petitioner's ("Tenant") Motion for Summary Judgment.
2. Smith Property Holdings Van Ness L.P. is the owner of the residential rental accommodation located at 3003 Van Ness Street, N.W. in Washington, D.C. (the "Housing Accommodation").
3. Equity Residential Management, L.L.C. manages the Housing Accommodation.
4. Petitioner Gabriel Fineman is the current resident of apartment W-1131 at the Housing Accommodation (the "Unit").
5. On September 18, 2015, Housing Provider sent Tenant a notice that his rent would be increased from \$3,114 to \$3,161 effective December 22, 2015. A true and accurate copy of the Notice (RAD form 8) is attached as Exhibit B.
6. On September 22, 2015, Housing Provider filed a Certificate of

Notice to RAD of Adjustment in Rent Charged. It identified that effective December 22, 2015, the rent for the Unit would be increased by \$47 from \$3,114 to \$3,161. A true and accurate copy of the Certificate (RAD form 9) is attached as Exhibit C.

7. On or about October 7, 2015 the Tenant sent notice to the Housing Provider that the RAD form 8 was incorrect and that it should be corrected. A true and accurate copy of that notice is attached as Exhibit D. No reply was ever received.

8. Each month from December 2014 until December 2015, including September 2015 when the RAD form 8 was issued and the RAD form 9 was filed, the Housing Provider debited the Tenant's bank account at Pentagon Federal Credit Union. The amount that the Housing Provider demand from the Tenant's bank, receive by ACH transfer and charged to the Tenant's account each month was \$2,329. A true and accurate copy of a bank statement showing the drafting on the Tenant's account by the Housing Provider is attached as Exhibit E.

I hereby declare under penalty of perjury that the foregoing statements are true and correct.

Dated: August 22, 2016

Gabriel Fineman
Tenant/Petitioner

EXHIBIT Y

I certify that this is a true and correct copy of the RAD form 9 received from RAD
Gabriel Fineman



District of Columbia Department of Housing and Community Development
Housing Regulation Administration -- Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

RAD Date Stamp

Internal Use Only
C/O current:

yes no n/a

BBL current: yes no

Reg. current: yes no

**CERTIFICATE OF NOTICE TO RAD
OF ADJUSTMENTS IN RENT CHARGED**

**HOUSING PROVIDER(S) SHALL FILE THIS CERTIFICATE WITH THE RENTAL
ACCOMMODATIONS DIVISION. THIS FORM IS NOT SERVED ON TENANTS.**

I, Smith Property Holdings Van Ness L.P., declare, affirm and ratify as follows:
(Housing Provider's Name)

1. I am the Housing Provider of the following Housing Accommodation or Rental Unit(s)

(address): 3003 Van Ness, 3003 Van Ness Street, N.W.
Washington, D.C. 20008

2. My business address is (No P.O. Box): Robert Grealy

1500 Massachusetts Ave NW, Suite 25, Washington, DC 20005

3. My business telephone number and email address are:

202-971-7065, rgrealy@eqr.com

4. The Certificate of Occupancy number for the Housing Accommodation is B175541

5. My Basic Business License number is 54002038 and expires on (date): 10/31/2015

6. My RAD Registration Number for the Housing Accommodation is: 54002038

7. Attached hereto are the following documents related to the adjustment(s) in the rent charged for the Housing Accommodation and the Rental Unit(s): (1) a sample "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" (except for Vacancy Increases); and (2) a completed "Appendix of Notices of Adjustments in Rent(s) Charged."

8. The "Housing Provider's Notice to Tenants of Adjustment in Rent Charged" was served on each of the Tenant(s) listed in the "Appendix of Notices of Adjustments in Rent(s) Charged" prior to the filing of this "Certificate of Notice to RAD of Adjustments in Rent Charged."

9. The Rental Unit(s) and common elements of the Housing Accommodation are in substantial compliance with the Housing Code as required by 14 DCMR § 4216.2 (2004), or any noncompliance is the result of Tenant neglect or misconduct.

I declare, affirm and ratify under penalty of perjury that the foregoing information is complete and accurate to the best of my knowledge. I fully understand and acknowledge that my signature below shall be deemed as the taking of an oath or affirmation regarding all of the information provided herein, to which the sanctions for perjury, false swearing or false statements under D.C. OFFICIAL CODE §§ 22-2402, 2404 & 2405 (Supp. 2008), respectively, shall apply.

Smith Property Holdings Van Ness L.P.

Housing Provider's Printed Name

Housing Provider's Signature

09/18/2015

Date:

RECEIVED
2015 SEP 23 PM 5:22
ACCOMMODATIONS
DIVISION
HEALTH
RENTAL

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration - Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9606

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

Yan Li, Li Yangyang
3003 Van Ness Street, N.W. Apt # S0203
Washington, DC 20008

Date: 09/18/2015

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenants(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	\$ 2,720
The dollar adjustment in your rent charged is:	\$ 95
The percentage adjustment in your rent charged	3.50 %
Your new rent charged is:	\$ 2,815
The effective date is:	12/08/2015

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

The adjustment in rent charged is based on the following provision of the Act:

Section of Act	Type of Increase	Increase Authorized
Effective date of Authorization	Case number and Date of Decision, if applicable	
Section of Act	Description	
208(h)(2)	Annual Increase of General Applicability (CPI-W based)	
210	Capital Improvement	
211	Change in Services/Facilities	
212	Hardship Petition	
213(a)(1)	Vacancy (10% Increase)	
213(a)(2)*	Highest Comparable Vacancy (Up to 30% Increase)	
214	Substantial Rehabilitation	
215	Voluntary Agreement	

The Housing Provider certifies that (1) at least one (1) year has passed since the last rent adjustment (except for any vacancy increases); (2) the Rental Unit and the common elements of the Housing Accommodation are in substantial compliance with the Housing Code of the District of Columbia at the time that the adjustment is implemented, or that any non-compliance is the result of Tenant neglect or misconduct; and (3) the rent adjustment is in compliance with all other provisions of the Act.

You have the right to request that the Rental Accommodations Division (RAD) review this notice. You may contact RAD at 202-442-9505. Walk-in assistance is available Monday through Friday from 8:30 am to 3:30 pm in the Housing Resource Center located at 1800 Martin Luther King Jr. Avenue SE, Washington, DC 20020. A more detailed summary of Tenant rights and sources of technical assistance are available in the RAD pamphlet entitled "What You Should Know about Rent Control in the District of Columbia," which is available from the Housing Provider, the RAD office, and online at www.dhcd.dc.gov.

Certificate of Occupancy Number (if applicable):
B175541

Basic Business License Number: 54002038

RAD Registration Number: 54002038

Housing Provider's Business Address
(No P.O. Box):

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

Equity Residential

Housing Provider's Name (print)

Owner Authorized Agent

Other Title (if applicable):



Housing Provider's Signature

202-244-3100, aduvall@eqr.com

Housing Provider's Telephone Number and E-mail address:

APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED**(with Continuation Page)**

Unit No.	Tenant(s) Name(s)	Prior Rent	New Rent	Dollar (\$) Change	Percent (%) Change	Section of Act	Date Tenan Servex with Notice
S0203	Yan Li, Li Yangyang	2720	2815	95	3.5	208(h)(2)	09/18/20
S0324	Tanya Weinberg, Shlono Yahana	1784	1846	62	3.5	208(h)(2)	09/18/20
S0418	Dmitry Zontov	2140	2215	75	3.5	208(h)(2)	09/18/20
S0502	Ligong Li, Yu Qingshun	2585	2675	90	3.5	208(h)(2)	09/18/20
S0708	Jose Sembler, Paz Cisternas	2713	2808	95	3.5	208(h)(2)	09/18/20
S0821	Sam Lee	1674	1733	59	3.5	208(h)(2)	09/18/20
S0908	Judith Levine	3043	3150	107	3.5	208(h)(2)	09/18/20
S0909	Ferdous Al Faruque, Samantha Al Faruque	1748	1809	61	3.5	208(h)(2)	09/18/20
S0912	Chinese Embassy	3075	3183	108	3.5	208(h)(2)	09/18/20
S0922	Chinese Embassy	2476	2563	87	3.5	208(h)(2)	09/18/20
S1103	Jordan Kaplan	2851	2951	100	3.5	208(h)(2)	09/18/20
S1104	Embassy of the Peoples Republic Of China	2832	2931	99	3.5	208(h)(2)	09/18/20
W0106	Stephen Hill	2329	2411	82	3.5	208(h)(2)	09/18/20
W0132	Jaimie Reid, Pernell Fowler	1987	2057	70	3.5	208(h)(2)	09/18/20
W0326	Andrew Morrison	1887	1953	66	3.5	208(h)(2)	09/18/20
W0401	Embassy of the Peoples Republic of China	4515	4673	158	3.5	208(h)(2)	09/18/20
W0404	Benjamin Serinsky, Samantha Hassard	2642	2734	92	3.5	208(h)(2)	09/18/20
W0406	Jeff Schmidt	1987	2017	30	1.5	208(h)(2)	09/18/20
W0426	Michael Ferrari, Amanda Shipley	3218	3331	113	3.5	208(h)(2)	09/18/20
W0505	Diene Leeson, Kelsey McCutcheon	2139	2214	75	3.5	208(h)(2)	09/18/20
W0507	Jessica Crippin	2211	2288	77	3.5	208(h)(2)	09/18/20
W0620	Aisling Swaine	3113	3222	109	3.5	208(h)(2)	09/18/20
W0715	Patricia Remick	2742	2783	41	1.5	208(h)(2)	09/18/20

Page 2 of 3

RAD Form 9 (Rev 02/12)

APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED**(with Continuation Page)**

Unit No.	Tenant(s) Name(s)	Prior Rent	New Rent	Dollar (\$) Change	Percent (%) Change	Section of Act	Date Tenant Served with Notice
W0809	Xiaofang Yu	3423	3543	120	3.5	208(h)(2)	09/18/201
W0902	Donna Sharpe	2950	3053	103	3.5	208(h)(2)	09/18/201
W1102	Sasha Techet, Patrick Matisi	3075	3183	108	3.5	208(h)(2)	09/18/201
W1126	Alberto Turniati, Emilia Cristallo	2925	3027	102	3.5	208(h)(2)	09/18/201
W1129	Michael Weber, Michaela Denk	2806	2904	98	3.5	208(h)(2)	09/18/201
W1131	Gabriel Fineman	3114	3161	47	1.5	208(h)(2)	09/18/201

Section of Act	Description
208(h)(2)	Annual Increase of General Applicability (CPI-W based)
210	Capital Improvement
211	Change in Services/Facilities
212	Hardship Petition
213(a)(1)	Vacancy (10%)
213(a)(2)	IF APPLICABLE – State in the Appendix the Substantially Identical Rental Unit used for the Highest Comparable Vacancy Increase (30% max)
*	
214	Substantial Rehabilitation
215	Voluntary Agreement

Type of Service	No.	
TENANT	1	Personal serv
ADULT	2	Personal serv with instructi
AGENT	3	Personal serv of the Tenant
MAIL	4	First class ma
CERTIFIED	5	Certified mai
PRIORITY	6	Priority mail

¹ Housing Provider's Notice to Ten

APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED

(with Continuation Page)

Unit No.	Tenant(s) Name(s)	Prior Rent	New Rent	Dollar Change (\$)	Percent Change (%)	Section of Act	Date Tenant Served with Notice	Effective Date of Rent Adjustment	213(a)(2) Rental Unit No.*	Type of Service (No. is below)
S0203	Yan Li, Li Yangyang	2720	2815	95	3.5	208(h)(2)	09/18/2015	12/08/2015		4
S0324	Tanya Weinberg, Shlono Yahana	1784	1846	62	3.5	208(h)(2)	09/18/2015	12/08/2015		4
S0418	Dmitry Zontov	2140	2215	75	3.5	208(h)(2)	09/18/2015	12/01/2015		4
S0502	Ligong Li, Yu Qingshan	2385	2675	90	3.5	208(h)(2)	09/18/2015	12/08/2015		4
S0708	Jesse Sembler, Paz Cisterius	2713	2808	95	3.5	208(h)(2)	09/18/2015	12/30/2015		4
S0821	Sara Lee	1674	1733	59	3.5	208(h)(2)	09/18/2015	12/01/2015		4
S0908	Judith Levine	3043	3150	107	3.5	208(h)(2)	09/18/2015	12/03/2015		4
S0909	Ferdous Al Parouque, Samantha Al Parouque	1748	1809	61	3.5	208(h)(2)	09/18/2015	12/20/2015		4
S0912	Chinese Embassy	3075	3183	108	3.5	208(h)(2)	09/18/2015	12/20/2015		4
S0922	Chinese Embassy	2476	2563	87	3.5	208(h)(2)	09/18/2015	12/21/2015		4
S1103	Jordan Kaplan	2851	2951	100	3.5	208(h)(2)	09/18/2015	12/26/2015		4
S1104	Embassy of the Peoples Republic Of China	2832	2931	99	3.5	208(h)(2)	09/18/2015	12/31/2015		4
W0106	Stephen Hill	2329	2411	82	3.5	208(h)(2)	09/18/2015	12/31/2015		4
W0132	Jaimie Reid, Pernell Fowler	1987	2057	70	3.5	208(h)(2)	09/18/2015	12/06/2015		4
W0326	Andrew Morrison	1887	1953	66	3.5	208(h)(2)	09/18/2015	12/01/2015		4
W0401	Embassy of the Peoples Republic of China	4515	4673	158	3.5	208(h)(2)	09/18/2015	12/15/2015		4
W0404	Benjamin Serhisky, Samantha Hassard	2642	2734	92	3.5	208(h)(2)	09/18/2015	12/01/2015		4
W0406	Jeff Schmitt	1987	2017	30	1.5	208(h)(2)	09/18/2015	12/01/2015		4
W0426	Michael Ferrari, Amanda Shipley	3218	3331	113	3.5	208(h)(2)	09/18/2015	12/14/2015		4
W0505	Diane Lesson, Kelsey McCutcheon	2139	2214	75	3.5	208(h)(2)	09/18/2015	12/01/2015		4
W0507	Jessica Crippin	2211	2288	77	3.5	208(h)(2)	09/18/2015	12/27/2015		4
W0620	Alisha Swaine	3113	3222	109	3.5	208(h)(2)	09/18/2015	12/15/2015		4

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**APPENDIX OF NOTICES OF ADJUSTMENT IN RENT CHARGED
(with Continuation Page)**

Unit No.	Tenant(s) Name(s)	Prior Rent	New Rent	Dollar Change (\$)	Percent Change (%)	Section of Act	Date Tenant Served with Notice ¹	Effective Date of Rent Adjustment	213(a)(2) Rental Unit No.*	Type of Service (No. is below)
W0809	Xiaolang Yu	3423	3543	120	3.5	208(h)(2)	09/18/2015	12/15/2015		4
W0902	Donna Sharpe	2950	3053	103	3.5	208(h)(2)	09/18/2015	12/13/2015		4
W1102	Sasha Tchetch, Patrick Matisi	3075	3183	108	3.5	208(h)(2)	09/18/2015	12/20/2015		4
W1126	Alberto Tumiatl, Emilia Cristallo	2925	3027	102	3.5	208(h)(2)	09/18/2015	12/05/2015		4
W1129	Michael Weber, Michaela Denk	2806	2904	98	3.5	208(h)(2)	09/18/2015	12/01/2015		4
W1131	Gabriel Fineman	3114	3161	47	1.5	208(h)(2)	09/18/2015	12/22/2015		4

I certify that this is a true and correct copy of the RAD form 9 received from RAD
Gabriel Fineman
 Gabriel Fineman

Type of Service	No.	Description
TENANT	1	Personal service on Tenant
ADULT	2	Personal service on an adult at the Rental Unit, with instructions to deliver same to the Tenant(s)
AGENT	3	Personal service on an authorized representative of the Tenant(s)
MAIL	4	First class mail
CERTIFIED	5	Certified mail
PRIORITY	6	Priority mail with delivery confirmation

Section of Act	Description
208(h)(2)	Annual Increase of General Applicability (CPI-W based)
210	Capital Improvement
211	Change in Services/Facilities
212	Hardship Petition
213(a)(1)	Vacancy (10%)
213(a)(2)	IF APPLICABLE -- State in the Appendix the Substantially Identical Rental Unit used for the Highest Comparable Vacancy Increase (30% max)
214	Substantial Rehabilitation
215	Voluntary Agreement

¹ Housing Provider's Notice to Tenant of Adjustment in Rent Charged

Gabriel Fineman
3003 Van Ness St. Apt W-1131
Washington, DC 20008
gabe@gfineman.com

Smith Property Holdings Van Ness L.P.
Avis Duvall, Agent
3003 Van Ness Street, NW
Washington, DC 20008

RE: Notice to Tenants of Adjustment in Rent Charged unit W-1131

Dear Sirs:

I am in receipt of your Notice to Tenants of Adjustment in Rent Charged dated 09/08/2015 relating to my unit number West 1131 in 3003 Van Ness Apartments. It is incorrect.

DC Code section §42-3501.03 (28) clearly defines 'rent' as:

"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.

Note that this definition is independent of any methods of calculation to derive the amount of the rent. The amount that you currently demand from my bank, receive by ACH transfer and is charged to my account each month is \$2,329. That is clearly my current rent for my unit and related garage space. However, your notice states that my current rent is \$3,114.

Please correct your records and send me a corrected notice.

Sincerely,



Gabriel Fineman

Cc: DC Office of the Tenant Advocate
VNSTA – Harry Gural

Smith Property Holdings Van Ness L.P.
3003 Van Ness Street NW
Washington, DC 20008

District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

**HOUSING PROVIDER'S NOTICE TO TENANTS
OF ADJUSTMENT IN RENT CHARGED**

Gabriel Fineman
3003 Van Ness Street, N.W. Apt # W1131
Washington, DC 20008

Date: 09/18/2015

**IF YOU ARE ELDERLY OR DISABLED, CONTACT YOUR HOUSING PROVIDER TO COMPLETE
A "NOTICE OF ELDERLY OR DISABLED STATUS" FORM, AND GIVE A COPY TO YOUR
HOUSING PROVIDER. THIS FORM IS ALSO AVAILABLE FROM THE RENTAL
ACCOMMODATIONS DIVISION.**

Dear Tenant(s):

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), the rent charged for your rental unit will be adjusted as set forth below:

Your current rent charged is:	<u>\$ 3,114</u>
The dollar adjustment in your rent charged is:	<u>\$ 47</u>
The percentage adjustment in your rent charged	<u>1.50 %</u>
Your new rent charged is:	<u>\$ 3,161</u>
The effective date is:	<u>12/22/2015</u>

The basis of the adjustment in rent charged is as follows [check one]:

Under section 206(b) and 208(h) of the Act (D.C. OFFICIAL CODE §§ 42-3502.06(b) & 42-3502.08(h)(2) (Supp. 2008), the increase in rent charged is based on the increase in the Consumer Price Index (CPI-W). For tenants qualified under the Act as elderly or disabled, the maximum increase in rent charged is the lesser of the CPI-W percentage, or 5% of the current allowable rent charged. For other tenants, the maximum percentage increase in rent charged is the CPI-W percentage plus 2%, but the total increase shall not be more than 10% of the current allowable rent charged. The Rental Housing Commission (RHC) determines the annual adjustment of general applicability in the rent charged established by Section 206(b) for each Rental Unit, which shall be equal to the change during the previous calendar year in the Washington, D.C. Standard Metropolitan Statistical Area (SMSA) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W percentage published by the Rental Housing Commission for May 2015 through April 2016 is 1.5%.

Alternatively, a housing provider may seek an allowable rent adjustment under other provisions of the Act, including petitions based on capital improvements, changes in services and/or facilities, hardship, substantial rehabilitation or voluntary agreement with 70% of the tenants.

Exhibit 3

Web listing for Apartment 1131 on January 25, 2017

I, Gabriel Fineman, herby certify under penalty of perjury that this is a true and correct copy of the listing shown on the web for an apartment described as identical to Unit 1131. The apartment listing says nothing about the higher rent that is shown in the lease.

\$1,980 12 MO 12 mo - \$1,980

1 Bed / 1 Bath
1,027 sq. ft. / Floor 11
Available 1/25/2017

This apartment corner apartment features an extra large living room with a walk in coat closet and Juliette balcony, a separate dining room and a kitchen with a wall to wall pantry, a large bedroom and a walk in closet.

Amenities
Northern Exposure
Upgraded Kitchen Features
View of Community Courtyard

Bedroom
18'7" x 13'8"

Living Room
20'0" x 15'11"

Dining
10'9" x 10'6"

Kitchen
11'8" x 8'5"

Bathroom
Walk-In Closet

Other Features: Dressing Closet, Linen, Foyer, Walk-In Closet, Juliette balcony, Wall to wall pantry.

Buttons: CONTACT US, RESERVE NOW, SCHEDULE TOUR

Special Offer Save up to \$500 on select apartment homes
Offer expires on 1/26/2017
Specials subject to change without notice. Contact the property for details.

Square footage and/or room dimensions are approximations and may vary between individual apartments.

However, after the listing of more than 20 one bedroom apartments, plus more studio and two bedroom apartments, is the following cryptic notice [arrow added]. Nowhere is the "legal" or "ceiling" rent specified. This notice was not present in 2015.

EXHIBIT Z

Statutory Construction of the terms

RENT

and

CURRENT RENT CHARGED

STATUTORY CONSTRUCTION OF "CURRENT RENT CHARGED"

The Housing Provider contends that we should not view the definition of "rent" in a vacuum¹. There is no need to try and interpret the meaning of "rent" because the meaning of the definition is clear and unambiguous. However, if we need to perform statutory construction, our courts have provided a clear procedure² to do so³ and it does not involve looking to private contracts at all. The definition of the term "rent" should be interpreted only by common and plain definitions (usually found in dictionaries),⁴ and then any ambiguous words should only be further interpreted in relation to other terms of the statute and or its legislative history. This is because the requirements to file the RAD forms is City wide and independent of any particular contract⁵

¹ Reply to opposition by Housing Provider, point 4. By this the Petitioner thinks the Housing Provider means that the statutory definition of rent requires interpretation. It seems that the Housing Provider wants to pick and choose a definition of rent to suit its purposes in each situation: the Ceiling Rent in the Lease; the Actual Rent in its advertisements; and the Actual Rent in Landlord Tenant Court. However, when it comes to official notices and filings, it has to use the official definition that we examine in this Exhibit.

² The rules of statutory construction are well established in this jurisdiction. "Our first step when interpreting a statute is to look at the language of the statute." *Jeffrey v. United States*, 878 A.2d 1189, 1193 (D.C.2005). "The primary and general rule of statutory construction is that the intent of the lawmaker is to be found in the language that he has used." *Peoples Drug Stores, Inc. v. District of Columbia*, 470 A.2d 751, 753 (D.C.1983) (en banc) (citing *Varela v. Hi-Lo Powered Stirrups, Inc.*, 424 A.2d 61, 64 (D.C.1980) (en banc)). "It is axiomatic that the words of the statute should be construed according to their ordinary sense and with the meaning commonly attributed to them." *Id.* (quoting *Davis v. United States*, 397 A.2d 951, 956 (D.C.1979)). When interpreting the language of a statute, we must look to the plain meaning if the words are clear and unambiguous. *District of Columbia v. District of Columbia Office of Employment Appeals*, 883 A.2d 124, 127 (D.C.2005) (citing *Jeffrey*, supra, 878 A.2d at 1193). Usually "[w]hen the plain meaning of the statutory language is unambiguous, the intent of the legislature is clear, and judicial inquiry need go no further." *District of Columbia v. Gallagher*, 734 A.2d 1087, 1091 (D.C. 1999) (citations omitted). [*District of Columbia v. Place*, 892 A.2d 1108, 1108 (2006)]

³ Any question of statutory interpretation begins with looking at the plain language of the statute to discover its original intent. To discover a statute's original intent, courts first look to the words of the statute and apply their usual and ordinary meanings.

If after looking at the language of the statute the meaning of the statute remains unclear, courts attempt to ascertain the intent of the legislature by looking at legislative history and other sources. Courts generally steer clear of any interpretation that would create an absurd result which the Legislature did not intend. *Wex Legal Dictionary, Legal Information Institute, Cornell University Law School*. https://www.law.cornell.edu/wex/statutory_construction

⁴ The starting point in statutory construction is the language of the statute itself. The Supreme Court often recites the "plain meaning rule," that, if the language of the statute is clear, there is no need to look outside the statute to its legislative history in order to ascertain the statute's meaning. ['Statutory Interpretation General Principles and Recent Trends' by Congressional Research Service - The Library of Congress March 30, 2006 page CRS-1]

⁵ There could be ten different contracts with ten different definitions of rent.

and there is no provision in the law for its definitions to be superseded or modified by private contract. That is, private contracts must abide by the law rather than change or replace it.

A summary of the methodology for statutory construction is:

- Look at the definition of each word in the dictionary
- Put those definitions together to interpret the phrase
- Check that the interpretation is not unreasonable
- If there is still ambiguity, look at the legislative history

The definition of "rent" in the statute⁶ is:

"'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. [DC Code section §42-3501.03 (28)]

Or, to shorten it for this issue:

'Rent' means the ... amount of money... demanded, received, or charged by a housing provider [for the]... use of a rental unit....

Or, more succinctly, how much was demanded, received or charged.

⁶ Rent" is used by the Housing Provider and in parts of the Act to mean different things. Therefore, in this document we use several terms.

1. "**Ceiling Rent**" is the amount that the Housing Provider claims is the maximum rent it is allowed to collect under the law. This seems to be the number filed on the RAD form 9's. It is also the term that the Rent Control Reform Act of 2005 tried to eliminate from the law.⁶
2. "**Lease Defined Rent**" is the amount stated in the adhesion lease as the amount of the rent before any discount or concession. Almost always the Ceiling Rent. The Housing Provider calls this "**legal rent**" in its Opposition.
3. "**Actual Rent**" is the amount that the Housing Provider collects each month (absent a default or hold over) after any discount, concession or other reduction. It is the amount that the Tenant expects to pay.
4. "**Current Rent**" is the amount of Actual Rent charged when the Form 8 is issued and is supposed to be entered on the RAD Form 9.

So, what does the statute mean by "demanded", "received" and "charged" and how does that relate to the common definition of "rent"?

1. First, the most widely used judicial method to understand a definition is to look at the **plain meaning of the words** as they would be understood by a reasonable and prudent person and usually relies on dictionary definitions⁷.

- a. **Demand** is defined in dictionaries as asking with authority or to claim as a right to receive. The main dictionaries define it as follows:

- i. "a : an act of demanding or asking especially with authority <a demand for obedience>
b: something claimed as due or owed <the demands of the workers' union>"
(Merriam Webster) <https://www.merriam-webster.com/dictionary/demand>
- ii. "1. To ask for urgently or peremptorily: *demand an investigation into the murder; demanding that he leave immediately; demanded to speak to the manager.*
2. To claim as just or due: *demand repayment of a loan.*
3. To ask to be informed of: *demanded an explanation for the interruption.*
4. To require as useful, just, proper, or necessary; call for: *a gem that demands a fine setting.*
5. Law
 - a. To lay legal claim to; claim formally.
 - b. To ask that (something) be done in accordance with a legal requirement."(American Heritage)
<https://www.ahdictionary.com/word/search.html?q=demand>
- iii. "[reporting verb] Ask authoritatively or brusquely:
[with direct speech] '*Where is she?*' he demanded'
[with clause] '*the police demanded that he give them the names*' "
(Oxford) <https://en.oxforddictionaries.com/definition/rent>
- iv. "In practice. To claim as one's due; to require; to ask relief. To summon; to call in court. 'Although solemnly demanded, comes not, but makes default.' "
(Blacks) <http://thelawdictionary.org/demand/>

In our case, it means to insist on receiving a certain payment. With the concession lease, the amount demanded to be paid is the Actual Rent that was (in my case) agreed to be paid and demanded by the Housing Provider when it

⁷ MCI Telecommunications Corp. v. AT&T Co., 512 U.S. 218, 224-26 (1994)
<https://supreme.justia.com/cases/federal/us/512/218/case.html> This case examines in detail what happens when there are conflicting dictionary definitions presented to the Court. Although that issue is not present in this case, its analysis of how to do statutory interpretation is clear – use the dictionary to look for the plain meaning of the words.

presented my check for payment. The amount of this demand on my bank was under the control of the Housing Provider in deciding to present my check and it demanded the Actual Rent and not the Lease Defined Rent.

b. **Receive** is defined in most dictionaries as acquiring, taking possession of, or getting something:

- i. "to come into possession of : acquire <receive a gift>" (Merriam Webster) <https://www.merriam-webster.com/dictionary/receive>
- ii. "To take or acquire (something given or offered); get or be given: *receive a present*." (American Heritage) <https://www.ahdictionary.com/word/search.html?q=receive>
- iii. "Be given, presented with, or paid (something): 'the band will receive a £100,000 advance' 'she received her prize from the manager'" (Oxford) <https://en.oxforddictionaries.com/definition/rent>
- iv. "To acquire or get something. Someone can receive an item such as a letter or a gift or can receive something non-tangible such as a word of encouragement or praise." (Blacks) <http://thelawdictionary.org/receive>

In our case, it means to get payment every month. With the concession lease, the amount of actual payment is the Actual Rent that was (in my case) received from the Petitioner's bank. The amount received from my bank was evidently satisfactory to the Housing Provider and it demanded and received the Actual Rent and not the Lease Defined Rent.

c. **Charge** is defined in most dictionaries as the price that is asked for something. In some cases, it is the debit to an account for money owed to the account holder:

- i. "*a* : expense, cost <gave *the banquet at his own charge*>
b : the price demanded for something <*no admission charge*>
c : a debit to an account <*the purchase was a charge*>" (Merriam Webster) <https://www.merriam-webster.com/dictionary/charge>
- ii. "2. To set or ask (a given amount) as a price: *charges ten dollars for a haircut*. To hold financially liable; demand payment from: *charged her for the balance due*." (American Heritage)

<https://www.ahdictionary.com/word/search.html?q=charge>

- iii. "1. Demand (an amount) as a price for a service rendered or goods supplied:
'wedding planners may charge an hourly fee of up to £150'
[with two objects] 'he charged me five dollars for the wine'
1.1. charge something to: Record the cost of something as an amount payable by (someone) or on (an account):
'they charge the calls to their credit-card accounts' " (Oxford)
<https://en.oxforddictionaries.com/definition/charge>
- iv. "To impose a burden, obligation, or lien; to create a claim against property; to claim, to demand; to accuse; to instruct a jury on matters of law."
(Blacks) <http://thelawdictionary.org/charge>

In my case, it means the amount required to be paid. With the concession lease, the amount required to be paid is the Actual Rent that was (in my case) charged to the Petitioner's bank by presenting my check. The amount charged from my bank was under the control of the Housing Provider, and it charged the Actual Rent and not the Lease Defined Rent. Note that this resulted in a debit to my bank account but a credit to my account with the Housing Provider.

So each word in the definition tells us that the term "rent" means the Actual Rent as claimed by the Petitioner and not the Lease Defined Rent.

2. The next step in judicial construction is to test to see if the definition of rent as Actual Rent is **unreasonable**. In our case, the term rent being the Actual Rent is a conclusion that most people would expect. Even the Housing Provider uses it to mean Actual Rent except for this filing. To check on this, we first have to look at the meaning of the word "rent", itself. So we go through the process again, with the word "rent".

Rent is defined in dictionaries as:

- a. "a usually fixed periodical return made by a tenant or occupant of property to the owner for the possession and use thereof; *especially* : an agreed sum paid at fixed intervals by a tenant to the landlord" (Merriam Webster)

<https://www.merriam-webster.com/dictionary/rent>

- b. "Payment, usually of an amount fixed by contract, made by a tenant at specified intervals in return for the right to occupy or use the property of another." (American Heritage) <https://www.ahdictionary.com/word/search.html?q=%20RENT>
- c. "A tenant's regular payment to a landlord for the use of property or land" (Oxford) <https://en.oxforddictionaries.com/definition/rent>
- d. "At common law. A certain profit issuing yearly out of lands and tenements corporeal; a species of incorporeal hereditament. 2 Bl. Comm. 41. A compensation or return yielded periodically, to a certain amount, out of the profits of some corporeal hereditaments, by the tenant thereof. 2 Steph. Comm. 23. A certain yearly profit in money, provisions, chattels, or labor, issuing out of lands and tenements, in retribution for the use. 3 Kent, Comm. 4G0. The compensation, either in money, provisions, chattels, or labor, received by the owner of the soil from the occupant thereof."
(Blacks) <http://thelawdictionary.org/rent/>

Note that each definition uses the amount paid to or received by the landlord and not the amount defined as rent in a lease or other agreement. Note that none talk about discounts, rebates, concessions or other adjustments. This is consistent with the Tenant's term "Actual Rent" and inconsistent with the term legal rent or Lease Defined Rent.

In addition, when looking for the plain meaning of the words, we should look at how the average person would interpret this definition of rent. The typical tenant views the rent as what he/she pays each month and not some other figure. This is consistent with the fact that when the Housing Provider advertises its apartments, it always shows the rent as the amount after concessions and never the amount defined in the written lease (shown to the prospect only when being signed) to avoid such confusion. A true and accurate copy of the advertisement for recently vacated apartment (Unit 1131) is attached as Exhibit 3 that is hereby incorporated herein and is attached as Exhibit 2 (the "**Third Affidavit**"). It shows a rent of \$1,980 per month being offered to a new tenant despite the fact that that the Actual Rent in 2016 for that Unit was \$2,169 the last best offer from the Housing Provider in 2016 (for the 2017 term) was \$2,301 and the Ceiling Rent for Unit 1131 was \$3,161. That is, not

only does the Housing Provider use the Actual Rent as the rent for the apartment, but most people assume that the rent is the Actual Rent.

In fact, the Housing Provider has tried to explain the Lease Defined Rent in its lease to prospective tenants. [Exhibit 4] In a letter to a prospective tenant it said:

You will be receiving a separate email to sign your lease electronically. Your lease agreement will state the RCC Rent Control Price of \$3105. The RCC rent amount of \$3105 is the rent amount that is recorded with the city. It is the maximum rent that the city tells us we can charge for your specific apartment. I have also attached a few documents for your review regarding rent control. There will be additional documents for you to sign upon your arrival. Please remember, on the 1st page of the lease you will see a paragraph regarding your concession (discount) of \$1400 which will be subtracted from \$3105 to bring your rent down to \$1705 per month for 12 months. \$1705 is the monthly rent amount that you will pay.

[Exhibit 4]

Note that the Ceiling Rent is clearly defined as the maximum rent allowed for the apartment, and that it was \$1,400 more than the Actual Rent. "\$1,705 is the monthly rent amount that you will pay." It appears that RCC stands for Rent Control Consultants, Inc. That is, the letter clearly states that the amount stated as "rent" in the lease was the maximum allowable rent and was there to be used to compute the actual amount of rent to be demanded, received, or charged each month, which was \$1,705. In a subsequent email, the Housing Provider stated "Your December rent is \$1705.00".

Indeed, the plain meaning of the word rent in the statute is what the Tenant calls "Actual Rent".

3. Another test of reasonableness is to use the statute, itself. **Definitions should not be inconsistent.** Other definitions and terms in the statute that may help us include:

- a. "Annual fair market rental amount" means the annualized sum of the rents collected for all rental units in the housing accommodation during the base calculation year"

[§ 42-3501.03 (1) – Underlining added] Note that this is not rents that might have been collected if there was no discount. This definition, using the term "rents collected", is consistent with rent being Actual Rent and inconsistent with rent being Lease Defined Rent.

- b. "Base rent" means that rent legally charged or chargeable on April 30, 1985, for the rental unit which shall be the sum of rent charged on September 1, 1983, and all rent increases authorized for that rental unit by prior rent control laws or any administrative decision issued under those laws, and any rent increases authorized by a court of competent jurisdiction. [§ 42-3501.03 (4) – Underlining added]

This is used in DCMR § 4201 to compute the Ceiling Rent and is the base (starting point) for computing the Ceiling Rent. The term is also used in § 42-3502.08 to limit increases in the Ceiling Rent (but note the section § 42-3502.08.a(1) differentiates between rent and base rent when it says "Notwithstanding any provision of this chapter, the rent for any rental unit shall not be increased above the base rent unless:..." underlining added). Thus, this definition, that differentiated between "rent charged" and the computed "rent chargeable", is not inconsistent with rent being Actual Rent and supports the contention that the Ceiling Rent is different (and often higher) than the rent.

- c. "Uncollected rent" means the amount of rent and other charges due for at least 30 days but not received from tenants at the time any statement, form, or petition is filed under this chapter. [§42-3501.03 (37) – Underlining added]

That is, rent means the amount that should be paid and not the amount before any discount. This definition, using the term "uncollected rent", is consistent with rent being Actual Rent and inconsistent with rent being Lease Defined Rent.

- d. "Rent ceilings" (supposedly abolished) refers to the maximum rent that can be charged on a unit. [§ 42-3502.06] It was not envisioned as usually being the Actual Rent charged on a unit. See item 3(c) below. The usage does not conflict with the Petitioner's interpretation of the term rent.

- e. "Rent increases" and "rent adjustments" are used throughout § 42–3502.06 and apply to the increase in the amount of rent paid by the tenant. The usage does not conflict with the Tenant's interpretation of the term rent and usually bolsters its contention that "rent" means what is paid.

Note that none of these definitions conflict with the definition of rent in D.C. Code § 42-3501.03(28) although none confirm that definition. There is no inconsistency of definitions with the Tenant's claim that the word "rent" as used in this statute means Actual Rent.

SUMMARY: The dictionary definitions, the way that the term is used in general usage and even by the Housing Provider in most cases and common sense shows that rent in the Rental Housing Act means Actual Rent. Perhaps this is why the Housing Provider did not offer any definitions of its own or attempt statutory construction in its filings.

4. Yet another test of reasonableness is to **look at the purpose** of the RAD form 8 notice. The official title of this form is "Housing Provider's Notice to Tenant of Adjustment in Rent Charged". Its purpose is to tell the tenant of a change in the rent. This is to give the tenant time to budget for the change or to seek alternative accommodations. Because the Housing Provider almost always offers a new (and lower) concession, this information is useless without the new concession. That is, what the tenant needs to know is how much he/she is currently paying and what he/she will be paying when the lease renews. That amount is the Actual Rent and not the Lease Defined Rent.

Normally, courts would stop at this point.

5. However, if there is still ambiguity after looking at the plain meaning of the words and their reasonableness, one must then look at the **legislative history** to understand the intent of the Council and how they understood the term. The most instructive history was when the

Council tried to eliminate Ceiling Rents and is contained in the Committee Report (June 8, 2006). A true and accurate copy of the Committee report is attached as Exhibit 6. The Committee Report said in part:

- a. On June 6, 2006 on final reading, the Council passed Bill 16-109 as amended on May 2, 2006. It amends the Rental Housing Act of 1985 to:
 1. Limit the frequency of rent increases on occupied units to once per year.
 2. Cap annual rent increases generally at 2% plus the CPI, but not to exceed 10%.
 3. Cap annual rent increases for elderly and disabled tenant at the CPI, but not to exceed 5%, and not to be means-tested.
 4. Cap vacancy rent increases at 10% of the Current Rent charged, or at the Current Rent charged for a substantially identical unit in the building, but not to exceed 30% of the Current Rent charged for the vacant unit.
 5. Abolish rent ceilings and rent ceiling adjustments, except for adjustments by petition previously approved by the Rent Administrator.

[Introduction Page 2 – underlining added]

Note that this says that the intent was to eliminate rent ceilings and not allow rent ceiling adjustments going forward. This did not ban concession leases but if they existed, limited their effect "cap[ping] annual rent increases generally at 2% plus the CPI". Note that this was the summary of the actual bill that only shows intent and not effective language.

- b. "The number of large increases in rental ceilings has resulted in rental ceilings as high as \$6,371 at Columbia Plaza, \$8,225 at Marbury Plaza and \$8,330 for no fewer than twenty-three different units in the Cleveland House. These ceilings are simply not plausible rental rates for the apartments; they serve as reservoirs to allow future rent increases in comparable apartments to virtually any level desired by the landlord."

[Inspector General's Report quoted on page 9 – underlining added]

Note the clear distinction between Ceiling Rent and Actual Rent. Cleveland House is another Equity property.

- c. "An example should suffice. If the rent charged comes to \$1,000 per month and the rent ceiling comes to \$4,000 per month, under the current law, a CPI of even 4% would raise the rent ceiling to \$4,160 per month and the rent charged, which can be increased by that same dollar amount, to \$1,160 per month."

[Reasoning for the Consensus Legislation on Page 12 – underlining added]

This is another case of a clear distinction between rent charged (Actual Rent) and rent ceilings (Lease Defined Rent). Note that the adjustment to the "rent charged" is limited to the CPI amount increase to the rent ceiling. That is, the rent charged cannot be increased by shrinking some concession. (Note also that the adjustment was to the ceiling rent before the Council attempted to abolish Ceiling Rents.)

Thus, the legislative history shows clearly that the term "rent" did not mean the Ceiling Rent or the Lease Defined Rent, but rather the Actual Rent.

6. Finally, we can use **other parts of the Real Property Law** as a guide. Chapter 34 says in section 05.11:

The purposes of this chapter favor resolution of ambiguity by the hearing officer or a court toward the end of strengthening the legal rights of tenants or tenant organizations to the maximum extent permissible under law. If this chapter conflicts with another provision of law of general applicability, the provisions of this chapter control. [DC Code § 42–3405.11]

<https://beta.code.dccouncil.us/dc/council/code/sections/42-3405.11.html>

To strengthen the legal rights of the tenants, it would be advantageous to define the rent as the Actual Rent and not the Lease Defined Rent.

The Meaning of "current"

Looking at the meaning of the word "current" is simple because there is little disagreement about what it means. It means in the present time or now.

- a. "(1) : presently elapsing <the current year> (2) : occurring in or existing at the present time <the current crisis> <current supplies> <current needs> (3) : most recent <the magazine's current issue> <the current survey>" (Merriam Webster) <https://www.merriam-webster.com/dictionary/current>
- b. "a. Belonging to the present time: *current events*; *current leaders*.
b. Being in progress now: *current negotiations*." (American Heritage) <https://ahdictionary.com/word/search.html?q=current>
- c. "Belonging to the present time; happening or being used or done now:
'keep abreast of current events'
'I started my current job in 2001' " (Oxford) <https://en.oxforddictionaries.com/definition/current>
- d. "Running; now in transit; whatever is at present in course of passage; as 'the current month' " (Blacks) <http://thelawdictionary.org/current>

In our case, "current" means the month during which the notice was given or filed.

In Summary

The meanings of "current", "rent" and "charged" are obvious and do not really rate the full blown statutory construction they received above. However, applying the principles of statutory construction results in the phrase "current rent charged" in this context meaning the Actual Rent (after any discount) at the time of the notice and filing.