

ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA

Dorchester House Apartments Expansion)
2480 16th Street, NW)

Case 04-36

2004 MAR 15 2:58

D.C. OFFICE OF ZONING

RECEIVED

PETITION OF THE DORCHESTER RENT ROLLBACK ORGANIZATION
TO PARTICIPATE AS
PARTY

The Dorchester Rent Rollback Organization (DRRO) represents current and former residents in the 392 unit Dorchester House Apartment, the subject of this application, individuals entitled to rent refunds and rent reductions from the Applicant.

The organization, appearing in this proceeding through its Secretary and General Counsel, Benoit Brookens, mailing address P.O. Box 2551 Washington, DC 20013-2551, telephone number 202/636-1695, is seeking party status in this proceeding in OPPOSITION to the Planned Unit Development (PUD) and zoning change.

Witnesses to testify on behalf of the association are Eleanor Johnson and Peter Petropoulos current residents of the Dorchester House Apartments the their rents have not been reduced and Benoit Brookens, former resident, that \$7,000 in rent refunds ordered in Tenant Petition T/P 3788, dated February 14, 2001, by the D.C. Department of Consumer and Regulatory Affairs of the D.C. Government, has not been paid to themselves and other similarly situated individuals. The witnesses will further testify that the Affordable Housing Program does not meet the requirements of the Planned Unit Development and will have an adverse economic and social impact on Dorchester House Residents—and the immediate community--for the reasons as enumerated:

1. the proposal states that there are "approximately forty-five rental units that are restricted by the rent control law," in fact, the entire building, all 392 units, based upon the decision in Tenant Petition 3788 dated February 14, 2001, by the D.C. Department of Consumer and Regulatory Affairs, (attachment 1) is covered by D.C. rent control—leaving none of the current apartment units in the existing Dorchester House Apartments available for the required Affordable Housing Component of the PUD;

2. the owner, through its agent, has not currently registered its rental units with the D.C. Rent Administrator which included the proper ROLL BACK OF THE RENT LEVELS, and has not recognized, according to its May 13, 2003 letter to all Dorchester residents its obligation to reduce current rent levels (Attachment 2), which is against public housing policy;

3. the owner, in its representation to the Zoning Commission, contrary to public policy, has not recognized in its application that it much comply with lawful orders of the D.C. Department of Consumer and Regulatory Affairs, including Tenant Petition T/P 3788 Dated February 14, 2001, to pay approximately \$142,000 in rent refunds to current and former tenants. A \$100,000 payment for development of the area housing stock to Jubilee Housing is not a substitute for this required pay to tenants or in lieu of an offer of rent reductions;

The Rent Administrator, as part of the report of the D.C. Department of Consumer and Regulatory Affairs (DCRA), (and the D.C. Department of Housing) should provide to the Commission the status of the Applicant's compliance with the February 14, 2001, DCRA decision, and can testify to that effect as a witness before this Zoning Commission on the stock of "affordable" rental housing in the District of Columbia.

The Dorchester Rent Rollback Organization, including myself, includes residents who would be beneficiaries of the rent reductions and any rent refunds ordered in Tenant Petitions T/P 11,552 and 12,085.

Respectfully submitted this 15th day of March 2006.



Benoit Brooken, Esq.
Secretary and General Counsel
Dorchester Rent Rollback Organization
P.O. Box 2551
Washington, DC 20013-2551
202/636-1695

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division**

Benoit Brookens)
2 Massachusetts Avenue, NE)
P.O. Box 2551)
Washington, DC 20013-2551)

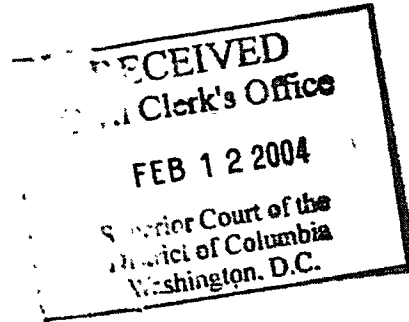
Peter Petropoulos)
2480 16th Street, NW)
Apt. 108)
Washington, DC 20009)

Eleanor Johnson)
2480 16th Street, NW)
Apt. 933)
Washington, DC 20009,)
Plaintiffs)
v.)

Dorchester House Associates, LLC)
2480 16th Street, NW)
Washington, DC 20009)

Modern Property Management, Inc.)
1725 K Street, NW)
Washington, DC 20005)

Hagner Management Corporation, Inc)
1321 Connecticut Avenue, NW)
Washington, DC 20005,)
Defendants.)
_____)



Civil Action No. DMSC 38

Judge _____

Calendar _____

**COMPLAINT TO ENFORCE ADMINISTRATIVE ORDER
AND FOR DECLARATORY RELIEF**

I.
Jurisdiction

1. This action arises under the statutory and equitable jurisdiction of the Superior Court to enforce administrative agency orders and the Court's inherent authority as a court of general jurisdiction to grant full relief to petitioners

pursuant to D.C. Code §§ 1-204.31, 11-921(a), 13-422, 42-3502.18, and District of Columbia Municipal Regulation, 14 DCMR 4217.5. This action also is premised on the Court's plenary authority derived from the All Writs Act, 28 U.S.C. § 1651(a), which is applicable to the Superior Court of the District of Columbia.

II.

Parties

2. Plaintiffs, Benoit Brookens ("Brookens"), Eleanor Johnson ("Johnson"), and Peter Petropolous (Petropoulos), are current or former residents of the Dorchester House Apartments, and at all times relevant to this matter reside or have business offices in the District of Columbia.
3. This action is brought on behalf of the above-referenced plaintiffs as well as on behalf of other persons similarly situated ("judgment plaintiffs") who are entitled to (1) rent refunds and /or (2) rent reductions due to rent ceilings ruled illegal as in accord with the findings of the District of Columbia Department of Consumer and Regulatory Affairs' ("DCRA") Office of Adjudication ("OAD") decision dated February 14, 2001. The judgment plaintiffs are tenants who were awarded monetary relief in the agency order. Such persons are about 2000 in number and are located in all parts of the United States and therefore are so numerous as to make it impractical to bring them all before the Court.

4. Plaintiff Brookens served as the “tenants’ representative” for the judgment plaintiffs in the administrative proceeding below, Agency Order T/P 3788 (2001) (“Agency Order”).
5. Defendants, Dorchester House Associates, LLC (“Dorchester”), Modern Property Management (“Modern Property”), and Hagner Management Corporation, Inc. (“Hagner”) are owners or current or former property/agents of the Dorchester House Apartments, which is located at 2480 16th Street, NW, Washington, D.C., 20009.
6. Defendants are organized under District of Columbia law and have their principal place of business in the District of Columbia.

III.

Failure to Comply With Final Agency Order

7. On or about February 14, 2001, the DCRA OAD entered an Agency Order, T/P 3788, in which the agency granted named plaintiffs and judgment plaintiffs’ the following relief:
 - a. The OAD disallowed comparable vacancy rent increases effective date June 1977;
 - b. The OAD directed Defendants to pay rent refunds to plaintiffs and judgment plaintiffs in the sum of \$142,535.04 plus interest; and
 - c. The OAD required the reduction of the rent ceiling in affect at the Dorchester House Apartments.

8. Pursuant to the Agency Order, Defendants had a right to file a Motion for Reconsideration with the OAD within ten (10) days after the entry of the Agency Order upon reasonable belief that the decision and Agency Order was based upon reversible error.
9. Defendants further had a right to file a Notice of Appeal within ten (10) days after the entry of the Agency Order upon reasonable belief that the decision was not supported by evidence before the OAD Hearing Examiner in T/P 3788.
10. Defendants Dorchester, Modern Property and Hagner did not exercise their rights to move for Reconsideration or for Appeal pursuant to the Agency Order.
11. The time has lapsed for defendants to assert any cognizable defenses under the Agency Order. Thus the Agency Order is final and binding on Defendants.

IV.

Count 1

12. Paragraphs 1-11 are re-alleged and incorporated herein by reference as if fully set forth. Defendants have failed to comply with the Agency Order and, to the date of the filing of this complaint, continue to refuse to comply.
13. No good cause has been asserted or exists for Defendants continued delay and noncompliance with the Agency Order.

Demand for Relief

Wherefore, plaintiffs pray and demand:

1. Enforcement the Agency Order dated February 14, 2001 directing defendants to:
 - a. disallow comparable vacancy rent increases effective June 1977;
 - b. pay rent refunds in the amount of \$142,535.04, plus applicable interest to plaintiffs and judgment plaintiffs; and
 - c. reduce rent ceiling and disallow all comparable unit rent increases at the Dorchester House Apartments in accordance with the Agency Order of February 14, 2001.
2. Award One Hundred Million Dollars (\$100,000,000) in refunds to the unknown judgment plaintiffs and other unidentified members of the class of tenants in T/P 11,552 and T/P 12,085.
3. Grant plaintiffs and judgment plaintiffs all reasonable damages, costs, and attorney's fees pursuant to the Court's authority, including but not limited to D.C. Code § 42-3509.02.

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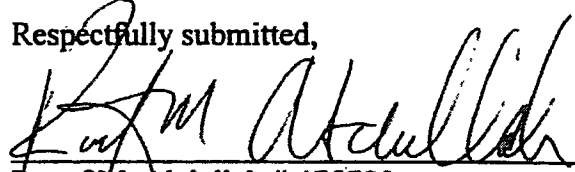
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4. Grant plaintiffs other such relief and orders that the Court deems just and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Raouf M. Abdullah", written over a horizontal line.

Raouf M. Abdullah # 475700

Raouf M. Abdullah & Associates, LLC

6338 Kinsey Terrace

Lanham, MD 20706-2395

(301) 717-8510 Voice

(301) 731-0644 Fax

Attorney for Plaintiffs

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
OFFICE OF ADJUDICATION
941 NORTH CAPITOL STREET, NE NINTH FLOOR
P. O. BOX 37140
WASHINGTON, D.C. 20002

BENOÎT BROOKENS, ET AL.

Tenant Petitioners

V.

HAGNER MANAGEMENT CORPORATION

Housing Provider/Respondent

)
)
) T/P 3788
) 2480 - 16TH Street, NW
)
)
)
)
)
)
)
)

DECISION AND ORDER

(REMAND)

Jurisdiction

GERALD J. ROPER, HEARING EXAMINER: The above captioned matter comes before the District of Columbia Department of Consumer and Regulatory Affairs, Office of Adjudication - Hearing Examiner Division (OAD/HED), from the Rental Accommodations and Conversion Division (RACD), pursuant to Title II of the Rental Housing Act of 1985, D.C. Law 6-10, as amended, effective July 17, 1985, (Act), D.C. Code Section 45-2501 et seq. (1990), the D.C. Administrative Procedures Act, D.C. Code Section 1-1501 et seq. (1981), and the Rules of the Rental Housing Commission, 33 DCR 2656 (May 2, 1986), Administrative Procedures Act, D.C. Code Section 1-1501 et seq.,

and the Rules of the Rental Housing Commission, 33 DCR 2656 (May 2, 1986), 14 DCMR 3800 et seq. (the Rules).

Procedural History

The above-referenced Tenant Petition, TP 3788 has an illustrious history having been first filed with RACD on September 20 1979. For the complete history of the background procedures see the two earlier decisions and orders: Brookens v. Hagner, TP 3788 (OAD May 22, 1984), Hagner v. Brookins, and TP 3788 (Rental Housing Commission, August 9, 1998). Accordingly, those histories are incorporated herein by reference.

This Decision and Order responds to the Rental Housing Commission's (hereinafter, the RHC) Decision and Order of February 4, 1999, remanding TP 3788 back to the Examiner for further findings.

Notice of the date, time and place of the remand hearing was furnished to the parties in accordance with Section 216 of the Act, D.C. Code Ann. Section 45-2526(c) (1986). The hearing was scheduled and held on March 6, 2000.

Present at the remand hearing were: Benoit Brookens, Petitioners' representative and Richard W. Luchs, counsel for the Respondent.

Issues on Remand

The following are the issues on remand by the RHC:

1. Determine whether it is necessary to take additional testimony to replace the testimony on eight tapes of the previous 1993 and 1994 hearings.
2. Identification of the evidence in the record to support each damage award.
3. Recalculation of the appropriate simple interest using the interest formula, interest equals principal multiplied by the rate multiplied by times ($I=PRT$).

Description of the Property

The housing accommodation; the Dorchester House Apartments is a multi-family apartment dwelling located at 2480 16th Street, NW in Ward 3.

Evidence and Pleadings Considered

The following evidence is taken from the 1993 and 1994 hearing de novo in TP 3788 and the RHC'S remand hearing held on March 6, 2000:

1. Tenant Petition Complaint, TP 3788 and the record in the 1993 and 1994 hearing de novo proceedings.

2. A stipulation made by the parties at the remand hearing March 6, 2000, regarding audio and testimonial discrepancies on the tapes of the earlier hearing de novo proceeding.

3. The following Petitioner's Exhibits:

Exhibit #12(A-D): Hagner Management Rent rolls
for Dorchester House
apartments covering period
June 1, 1977-June 30, 1981.

Exhibit #14: 1978 Landlord Registration Form.

Exhibit #17: 1978 Landlord Registration Form
with incomplete signatures.

Exhibit #18: 1978 Landlord Registration filed
March 31, 1978.

Exhibit #42: A floor of the Dorchester House.

4. The following Respondent Exhibits:

Exhibit #1: Decision and Order in HP 396 dated
May 3, 1977.

Exhibit #2: The certificate of calculation of
Operating cost for 1979.

Exhibit #3: The certificate of calculation of
Operating cost for 1980.

5. The following item of which the Examiner took official notice, in accordance with the District of Columbia Administrative Procedures Act, D.C. Code Section 1-1509(c) (1981) and Carey v. District of Columbia Unemployment Compensation Bd., 304 A.2d 18 (D.C. 1973):

Registration records for 2480 16th Street, NW

Summary of the Testimony

At the remand hearing, the Petitioners' representative identified documents to support the damages award using the Hearing Examiners, 1984 Decision and Order. Respondents' representative argued that this evidence was improper based on the RHC remand in this matter that limited this proceeding to the existing record. Petitioners' representative then stated that Petitioners' Exhibit #12 was the principal document used to establish the rent overcharges for the tenants. The parties stipulated that there was no missing testimony on the de novo hearings tapes.

Findings of Fact

I. On the issue of whether it is necessary to take additional testimony on eight tapes of the previous 1993 and 1994 hearings.

The Examiner makes the following finding of fact.

1. All of the testimony on the tapes in the 1993 and 1994 hearing de novo proceedings in TP 3788 are accurate and there are no missing parties or testimony.

II. On the issues of identification of evidence to support the damage award and recalculation of the appropriate interest.

The Examiner makes the following findings of fact.

1. Landlord's Hardship Petition, HP 396 dated May 3, 1977 list the rent ceiling for each rental unit at the Dorchester House Apartments effective June 1, 1977.

2. Hagner Management Corporation, managed the Dorchester House Apartments during the period June 1, 1977 through June 18, 1981. The rent rolls kept in the regular course of business by Hagner covering the period June 1, 1977 to June 18, 1981 constitute all the rents charged.

3. The official custodian of landlord registration records is the Rental Accommodations and Conversion Division (RACD).

4. The RACD has no record of an Amended Landlord Registration being filed for the Dorchester House Apartments during the period June 1, 1977 to June 18, 1981.

5. The 1978 Landlord Registration Form filed in March 1978 list apartments 818, 913, and 940 as comparable units.

6. The Hagner Management Corporations' floor plan for the Dorchester House Apartments is the actual description and configuration of the rental units.

7. Hagner Management Corporation filed the RACD Certificate of Calculation of Operating Cost for 1979 and 1980 that list the rent charges for each rental unit.

8. The following tenants (33) were given rent adjustments during the period June 1, 1977 to June 18, 1981: K. Hagen, apartment 107, W. Conley, apartment 113, G. Petcavage, apartment 114, A. Hollins, apartment 116, L. Salmon, apartment 133, R. Randolph, apartment 135, S. Wheeler, apartment 205, C. Stribling, apartment 211, Kirkwood/Harves, apartment 215, P. Pollett,

apartment 217, D. Moss, apartment 230, Wilkins/Gates, apartment 235, M. Washington, apartment 312, C. Pfanschmit, apartment 318, S. Van Gales, apartment 341, J. Branch, apartment 414, T. Doke, apartment 528, B. Brookens, apartment 532, T. Exton, apartment 535, L. Bramble/W. Cora, apartment 537, B. Durant, apartment 623, B. Morten, apartment 701, A. Cooke, apartment 719, B. Clegg, apartment 735, A. Garibaldi, apartment 736, G. Cohen, apartment, 739, M. Henry, apartment 841, B. Limber, apartment 844, A. Gandini, apartment 908, M. Huffman, apartment 914, K. Johnson, apartment 926, C. Gibson, apartment 919, and M. Barber, apartment 922.

Evaluation and Analysis of the Evidence

I. On the issue of whether it is necessary to take additional testimony to replace the testimony on eight tapes of the previous 1993 and 1994 hearings.

The parties jointly stipulated that there were no discrepancies or inaccuracies on the tapes of the 1993 and 1994 hearing de novo that would require additional testimony or interpretation to explain or replicate the taped testimony.

II. On the issues of identification of evidence to support the damage award.

The following evidence was used to support the damage award.

1. The Hagner Management Corporations rent rolls for the Dorchester house Apartment for the period June 1, 1977 to June 18, 1981.
2. The Decision and Order in Landlord Hardship Petition, HP 396 dated May 3, 1977.
3. The Landlord Registration Forms filed by Hagner Management Corporation for the subject housing accommodation during the year 1978.

The damage award in this case are for the rent overcharged by the Respondent during the violation period, June 1, 1977 to June 18, 1981. The Hagner Management Corporation, Dorchester House Apartment, rent rolls for the period June 1, 1977 to June 18, 1981, (Petitioners' Exhibit #12), show the actual rent charged during this period were kept in the regular course of business and constitute the best evidence of the rent charged. Brandywine Tenants Association v. Charles E. Smith Co., TP 20,126 (RHC May 4, 1989).

The starting point for determining the rent overcharge is June 1, 1977 (the first date of rent payment after the Landlord Hardship

Petition, HP 396) as established by the RHC in there Decision and Order in TP 3788, August 9, 1988. However, during the 1993 and 1994 hearing de novo proceedings, the parties stipulated that for the period June 1, 1977 to June 18, 1981 there were three (3) legally authorized rent increases of general applicability above the authorized HP 396 that are not in dispute. The rent adjustments were the rent increases of general applicability. The first was the D.C. Law 2-54, section 206(a), May 1, 1978, ten percent (10%) increase. The second was the D.C. Law 2-54, section 206(b), June 1, 1979, nine point four percent (9.4%) increase, and the third was the D.C. Law 2-54, Operating Cost Ratio, August 1, 1980, four point five percent (4.5%) increase. These rent adjustments are factored into the rent ceilings as legally calculated rent adjustments.

The evidence also shows that during the period June 1, 1977 to June 18, 1981, the Respondent implemented several vacant unit rent increases based on D.C. Code 2-54, Section 213(a).

D.C. Code 2-54, section 213(a) provides for vacancy rent increases with a comparable unit as follows:

" (a) Notwithstanding subsection (h) of section 208 of this section, when a tenant vacates a rental unit.
. . the rent ceiling may, at the election of the

landlord, be adjusted to either (A) the rent ceiling which would otherwise be applicable to such rental unit under this Act plus three percent (3%) thereof, or (B) the rent ceiling of a substantially identical rental unit in the same housing accommodation. . ."

D.C. Code 2-54, section 205(e) provides in part, that
"[a]n amended registration statement shall be filled by each registrant under this law, within thirty (30) days of any event which changes or substantially affects the rents, . . ."

Notwithstanding, the comparable unit rent increase issues raised by the Petitioners' where they argued that the comparable rental units listed on the 1978 Landlord Registration were not the same size and configuration as the rental units that were increased. A more important aspect of the comparable unit rent increases is that Respondent failed to perfect the increases, this maybe because the Respondents' knew the units were not comparable as argued by the Petitioners'. In any event, D.C. Code 2-54, section 205(e) has been interpreted to mean that after a landlord implements a vacant unit rent adjustment, assuming the rental unit is comparable, the landlord shall within 30 days thereafter file

an Amended Landlord Registration with the RACD. The amended registration first indicates that a rent adjustment has been taken, next it identifies the rental unit adjusted, (the current and new rent ceiling) then it identifies the comparable unit, and the appropriate section of the Act that authorized the rent adjustment.

The official RACD landlord registration files show that during the period June 1, 1977 to June 18, 1981, no Amended Landlord Registration filings were made by the Respondent with regard to vacant unit rent adjustments. Therefore, the vacant unit rent ceiling adjustments taken from June 1, 1977 to June 18, 1981 were illegal pursuant to D.C. Code 2-54 section 205(e).

The evidence to support the damage award after disallowing the vacant unit rent adjustments taken during June 1, 1977 to June 18, 1981, you start with the Landlord Hardship Petition, HP 396 rent ceiling adjustment effective June 1, 1977. Once this rent ceiling is determined, you add all of the rent increases of general applicability for 1978, 1979, and 1980. The result is the legal rent ceiling that may be charged.

The evidence further shows that when you compare the actual rents charged taken from the rent rolls (Petitioners' Exhibit 12), against the HP 396 rent ceiling adjustment, and the rent increases

of general applicability, the result is that the rent charged for 33 tenants' during June 1, 1977 to June 18, 1981 were in violation of the rent ceiling pursuant to D.C. Code Section 206(a).

The affected tenants' are as follows. K. Hagen, apartment 107, W. Conley, apartment 113, G. Petcavage, apartment 114, A. Hollins, apartment 116, L. Salmon, apartment 133, R. Randolph, apartment 135, S. Wheeler, apartment 205, C. Stribling, apartment 211, Kirkwood/Harves, apartment 215, P. Pollett, apartment 217, D. Moss, apartment 230, Wilkins/Gates, apartment 235, M. Washington, apartment 312, C. Pfanschmit, apartment 318, S. Van Gales, apartment 341, J. Branch, apartment 414, T. Doke, apartment 528, B. Brookens, apartment 532, T. Exton, apartment 535, L. Bramble/W. Cora, apartment 537, B. Durant, apartment 623, B. Morten, apartment 701, A. Cooke, apartment 719, B. Clegg, apartment 735, A. Garibaldi, apartment 736, G. Cohen, apartment, 739, M. Henry, apartment 841, B. Limber, apartment 844, A. Gandini, apartment 908, M. Huffman, apartment 914, K. Johnson, apartment 926, C. Gibson, apartment 919, and M. Barber, apartment 922.

III. The recalculation of the appropriate interest.

The recalculation of the interest on the damage award shall be by simple interest. The formula for calculating simple interest is

interest equals principal multiplied by the rate multiplied by time ($I=PRT$). In this case the principal shall be the amount overcharged each tenant. Jerome Management, Inc. v. Lydia Walker, TP 12,089 & HP 10,327 (Oct. 15, 1993), aff'd Jerome Management Inc. v. District of Columbia Rental Housing Commission, 682 A.2d 178 (D.C. 1996). The interest calculated are from the date of the violation to the date of the decision. That allows for prejudgment interest. Marshall v. District of Columbia Rental Housing Commission, 533 A. 2d 1271 (D.C. 1987).

Computation of Refund/Damages

Based on the evidence, 33 tenants were overcharged rent during the period June 1, 1977 to June 18, 1981 and are entitled to a rent refund for the rent overcharge, interest on the overcharge for the violation period, and treble damages on the overcharge (excluding interest).

The RHC decision in Stella G. Guerra v. Shannon Luchs Company, TP 10,939 (RHC April 2, 1986) held that interest may be assessed only on a single damage amount, and not the penalty component of an award of treble damages. The RHC has also held that the Rent Administrator has no discretion under the 1977 Act whether to award treble damages. Accordingly, the Examiner shall award treble damages. Interest on the overcharges in this case shall be

6%¹ calculated from the date of the violation to the date of the issuance of the agency's decision and order. See, Marshall v. D.C. Rental Housing Commission, 533 A.2d 1271,1278 (D.C. 1987).

The methodology for determining the judgement, interest on the judgement and post-judgement interest is based upon Hinton v. Moser, TP 2,774 (RHC February 9, 1989); Jerome Management . Inc. v. Lydia Walker, TP 12,089, HP 10,327 (RHC October 15, 1993); and Helen Johnson v. Shirley Gray and Dorothy Harris, TP 21,400 (RHC August 1, 1994).

The Examiner in Appendix A has listed each tenant entitled to a rent refund, their rental unit, the rent charged for the violation

period, the correct rent for the period, the subtotal for the rent overcharge, the simple interest due on the rent overcharge, treble damages (excluding interest) on the rent overcharge, and a total for the violation period. The Examiner next calculated the monthly simple interest on the rent overcharge from the end of the violation period to the date of this Decision and Order.

¹ The District of Columbia Superior Court prevailing interest rate on the date of this Decision and Order.

Conclusion of Law

After a careful evaluation of the evidence and findings of facts, the Examiner concludes, as a matter of law that:

1. The named Respondent, Hagner Management Corporation has violated the Rental Housing Act of 1977, D.C. Law 2-54, section 213(b) by failing to file an Amended Landlord Registration Form within the required 30 days after implementing the vacant rent adjustments during the period June 1, 1977 to June 18, 1981.

2. The named Respondent, Hagner Management Corporation has violated the Rental Housing Act of 1977, D.C. Law 2-54, section 206(a) by charging and collecting rent in excess of the rent ceiling during the period June 1, 1977 to June 18, 1981.

3. The total amount of rent overcharge, interest and treble damages is one hundred forty two thousand five hundred thirty five dollars and four cent (\$142,535.04).

ORDER

Therefore, it is hereby ORDERED this 14th day of February 2001, that:

Tenant Petitioner 3788 is hereby GRANTED IN PART.

It is FURTHER ORDERED that,

Respondent, Hagner Management Corporation shall refund the rent overcharges plus damages in the amount of one hundred forty two thousand five hundred thirty five dollars and four cent (\$142,535.04) to the tenants of the Dorchester House Apartments. See, Appendix A (hereinafter, incorporated by reference in this order) for the complete breakdown of the rent charged, rent ceiling, rent overcharge, and the simple interest for each affected tenant petitioner.

It is FURTHER ORDERED that,

This Decision is effective immediately.

Right to File Motion For Reconsideration or to Appeal

Any party who believes that this Decision is either: (1) the result of a default judgment because of that Code Law 2-54, sections 205 (3) and 213(b) by failing to file an Amended Landlord Registration Form after implementing a rent ceiling adjustment as well as taking a comparable unit rent adjustment party's failure to appear at the hearing, (2) contains typographical, numerical, or other technical errors; (3) contains clear error that is evident on its face; or (4) should be reconsidered because newly discovered evidence exists which could not have been discussed at the hearing, may file a Motion for Reconsideration with the Office of Adjudication (OAD), Hearing Examiner Division.

Any party who believes that this Decision is not supported by the evidence before the Hearing Examiner or that the law was applied incorrectly, may request a review by the Rental Housing Commission by filing a Notice to Appeal. The Notice must set forth the specific reasons for appeal that must be based on the evidence in the official record or the application of the law.

The filing of either a Motion for Reconsideration or a Notice of Appeal shall stay the effectiveness of this Order until such time as the motion and/or appeal has been resolved.

Motions for Reconsideration and Appeals from the Rent Administrator's Decision must be file-stamped with the Rent Administrator or the Commission, respectively, and served upon the opposing parties within ten (10) days of the Decision of the Rent Administrator, excluding Saturdays, Sundays, holidays on or before

MAR - 6 2001 allowing three (3) additional days for mailing pursuant to 14 DCMR 3912.5. All pleadings and other filings shall be deemed filed when received and stamped by RACD during business hours (9:00 A.M. to 3:00 P.M.) on or before the due date.

Address any Motion for Reconsideration to:

Rental Accommodations and Conversion Division

P.O. Box 37140

Washington, D.C. 20013-7200

Address any Notice of Appeal to:

Rental Housing Commission

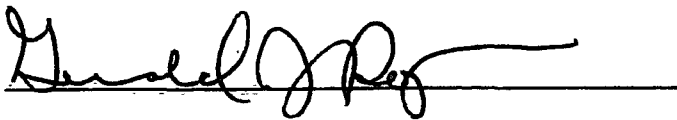
P.O. Box 37200

Washington, D.C. 20013-7200

Right to File Motion for Reconsideration or to Appeal

Motions for Reconsideration must be decided within ten (10) days from the date on which they are filed. If no ruling on the motion is issued within those ten (10) days, the motion is automatically denied.

The time for appeal does not run while a Motion for Reconsideration is pending. However, once a ruling on a Motion for Reconsideration is issued or the time to decide such a motion for reconsideration is issued or the time to decide such motion elapses, the ten (10) days to file an appeal begins to run again. The failure of the party to file a timely appeal shall result in the waiver of the right to have this Decision reviewed by the District of Columbia Court of Appeals.

A handwritten signature in black ink, appearing to read "Gerald J. Roper", is written over a horizontal line.

GERALD J. ROPER, Hearing Examiner

Hearing Examiners Division

Office of Adjudication

Department of Consumer and Regulatory Affairs

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
OFFICE OF ADJUDICATION
941 NORTH CAPITOL STREET, NE NINTH FLOOR
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Copy to:

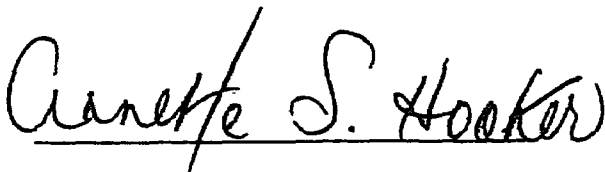
Benoit Brookens, et. als.

P.O. Box 2551

Washington, D.C. 20013-2551

CERTIFICATE OF SERVICE

I hereby certify that I caused to be personally served on 14th day of February, 2001, the Decision and Order in T/P 3788 Remand to the above-named party.



CERTIFYING PARTY



ACCEPTING PARTY

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

Benoit Brookens)
2 Massachusetts Avenue, NE
P.O. Box 2551
Washington, DC 20013-2551)

Peter Petrololous)
2480 16th Street, NW
Apt. 107
Washington, DC 20009)

Eleanor Johnson)
2480 16th Street, NW
Apt. 933)
Washington, DC 20009,
Plaintiffs

v.)

Civil Action No. 04NLS 38

Dorchester House Associates, LLC)
2480 16th Street, NW
Washington, DC 20009)

Judge _____

Calendar _____

Modern Property Management, Inc.)
1725 K Street, NW
Washington, DC 20005)

Hagner Management Corporation, Inc)
1321 Connecticut Avenue, NW
Washington, DC 20005,)
Defendants.
_____)

ORDER OF COURT

Upon consideration of the Plaintiffs' Complaint to enter the Administrative Order of the Office of Adjudication ("OAD") of the District of Columbia's Department of Regulatory Affairs ("DCRA") as a Court Judgment, considering any opposition thereto, and the record herein, and finding that good cause exists therefore, it is by this Court on this ____ day of _____, 2004

ORDERED:

That the Decision of the OAD of the DCRA is hereby declared a judgment of this Court.

IT IS FURTHER ORDERED:

That the defendants shall jointly and severally pay ONE HUNDRED FORTY-TWO THOUSAND, FIVE HUNDRED THIRTY-FIVE DOLLARS AND FOUR CENTS (\$142,535.04) for the persons listed in Appendix 1 to this order.

IT IS FURTHER ORDERED:

That the defendants shall apply the rent reductions as specified in Appendix 2 to this Order.

IT IS FURTHER ORDERED:

That the Defendants shall pay all sums due to the tenants' representative, Benoit Brookens.

There being no just reason for delay, the Clerk shall enter this Order immediately.

Judge

Copies to Counsel of Record for:

Dorchester House Associates, LLC
2480 16th Street, NW
Washington, DC 20009

Modern Property Management, Inc.
1725 K Street, NW
Washington, DC 20005

Hagner Management Corporation, Inc
1321 Connecticut Avenue, NW
Washington, DC 20005

Raouf M. Abdullah,
Raouf M. Abdullah & Associates, LLC
6338 Kinsey Terrace
Lanham, MD 20707-2396

**TOTAL RENT OVERCHARGES
FOR EACH TENANT
DUE AS OF: FEBRUARY 2001**

INDEX

PAGE NO.	TENANT/PETITIONER	APARTMENT NO.	TOTAL MONTHLY SIMPLE INTEREST	TOTAL VIOLATION PERIOD	SUBTOTAL DUE	TOTAL REFUND DUE TENANT
1 - 6	K. HAGEN TOTAL K. HAGEN	Apartment: 107	\$743.40	\$1,907.33	<u>\$2,650.73</u>	\$2,650.73
7 - 12	W. CONLEY	Apartment: 113	\$693.22	\$1,533.18	\$2,226.40	
13 - 18	W. CONLEY (2)	Apartment: 113	\$865.22	\$2,012.21	\$2,877.42	
19 - 24	W. CONLEY (3) TOTAL W. CONLEY	Apartment: 113	\$821.70	\$2,001.45	<u>\$2,823.15</u>	\$7,928.97
25 - 30	G. PETCAVAGE	Apartment: 114	\$262.31	\$604.81	\$867.11	
31 - 36	G. PETCAVAGE (2)	Apartment: 114	\$1,262.17	\$3,104.33	\$4,366.50	
37 - 42	G. PETCAVAGE (3) TOTAL G. PETCAVAGE	Apartment: 114	\$986.48	\$2,533.08	<u>\$3,519.56</u>	\$8,753.17
43 - 48	A. HOLLINS	Apartment: 116	\$4.11	\$9.03	\$13.14	
49 - 54	A. HOLLINS (2) TOTAL A. HOLLINS	Apartment: 116	\$16.97	\$39.46	<u>\$56.42</u>	\$89.56
55 - 60	L. SALMON	Apartment: 133	\$100.49	\$232.54	\$333.03	
61 - 66	L. SALMON (2)	Apartment: 133	\$207.48	\$510.30	\$717.78	
67 - 72	L. SALMON (3) TOTAL L. SALMON	Apartment: 133	\$168.03	\$433.29	<u>\$601.32</u>	\$1,652.12
73 - 78	R. RANDOLPH	Apartment: 135	\$31.32	\$72.18	\$103.50	
79 - 84	R. RANDOLPH (2) TOTAL R. RANDOLPH	Apartment: 135	\$224.77	\$552.83	<u>\$777.60</u>	\$881.10
85 - 90	S. WHEELER	Apartment: 205	\$177.48	\$410.99	\$588.47	
91 - 96	S. WHEELER (2)	Apartment: 205	\$328.51	\$807.98	\$1,136.49	
97 - 101	S. WHEELER (3) TOTAL S. WHEELER	Apartment: 205	\$49.00	\$120.30	<u>\$169.30</u>	\$1,894.26
102 - 107	C. STRIBLING	Apartment: 211	\$446.31	\$1,034.46	\$1,480.77	
108 - 113	C. STRIBLING (2) TOTAL C. STRIBLING	Apartment: 211	\$262.40	\$618.08	<u>\$860.48</u>	\$2,361.24
114 - 119	KIRKWOOK/HARVES	Apartment: 215	\$918.72	\$2,127.84	\$3,046.56	
120 - 125	KIRKWOOK/HARVES (2)	Apartment: 215	\$1,659.84	\$4,082.40	\$5,742.24	
126 - 130	KIRKWOOK/HARVES (3) TOTAL KIRKWOOK/HARVES	Apartment: 215	\$1,323.96	\$3,399.66	<u>\$4,723.62</u>	\$13,512.42
131 - 136	P. POLLETT	Apartment: 217	\$463.13	\$1,130.63	\$1,593.75	
137 - 141	P. POLLETT (2) TOTAL P. POLLETT	Apartment: 217	\$1,012.44	\$2,599.74	<u>\$3,612.18</u>	\$5,205.93
142 - 147	D. MOSS JR.	Apartment: 230	\$234.90	\$542.56	\$777.46	
148 - 153	D. MOSS JR. (2) TOTAL D. MOSS JR.	Apartment: 230	\$35.98	\$84.35	<u>\$120.33</u>	\$897.79
154 - 159	WILKINS/GATES	Apartment: 235	\$160.29	\$353.91	\$514.20	
160 - 165	WILKINS/GATES (2)	Apartment: 235	\$254.48	\$591.83	\$846.30	
166 - 171	WILKINS/GATES (3)	Apartment: 235	\$293.93	\$722.93	\$1,016.86	
172 - 176	WILKINS/GATES (4) TOTAL WILKINS/GATES	Apartment: 235	\$233.64	\$599.94	<u>\$833.58</u>	\$3,210.93
177 - 182	M. WASHINGTON	Apartment: 312	\$180.84	\$399.96	\$580.80	
183 - 188	M. WASHINGTON (2)	Apartment: 312	\$220.55	\$512.92	\$733.46	
189 - 194	M. WASHINGTON (3)	Apartment: 312	\$259.35	\$637.88	\$897.23	
195 - 199	M. WASHINGTON (4) TOTAL M. WASHINGTON	Apartment: 312	\$77.88	\$199.98	<u>\$277.86</u>	\$2,489.35

**TOTAL RENT OVERCHARGE
FOR EACH TENANT
DUE AS OF: FEBRUARY 2001**

INDEX

PAGE NO.	TENANT/PETITIONER	APARTMENT NO.	TOTAL MONTHLY SIMPLE INTEREST	TOTAL VIOLATION PERIOD	SUBTOTAL DUE	TOTAL REFUND DUE TENANT
200 - 204	C. PFANSCHMIDT TOTAL C. PFANSCHMIDT	Apartment: 318	\$336.30	\$859.28	<u>\$1,195.58</u>	\$1,195.58
205 - 210	S. VAN GALES	Apartment: 341	\$446.31	\$1,031.96	\$1,478.27	
211 - 216	S. VAN GALES (2)	Apartment: 341	\$985.53	\$2,423.93	\$3,409.46	
217 - 221	S. VAN GALES (3) TOTAL S. VAN GALES	Apartment: 341	\$322.32	\$822.12	<u>\$1,144.44</u>	\$8,032.16
222 - 227	J. BRANCH	Apartment: 414	\$497.31	\$1,099.89	\$1,597.20	
228 - 233	J. BRANCH (2)	Apartment: 414	\$610.74	\$1,420.38	\$2,031.12	
234 - 239	J. BRANCH (3)	Apartment: 414	\$691.60	\$1,701.00	\$2,392.60	
240 - 244	J. BRANCH (4) TOTAL J. BRANCH	Apartment: 414	\$545.16	\$1,399.86	<u>\$1,945.02</u>	\$7,965.94
245 - 250	T. DOKE TOTAL T. DOKE	Apartment: 528	\$406.89	\$899.82	\$1,306.71	\$1,306.71
251 - 256	B. BROOKENS	Apartment: 532	\$253.45	\$557.78	\$811.23	
257 - 262	B. BROOKENS (2)	Apartment: 532	\$695.57	\$1,617.66	\$2,313.22	
263 - 268	B. BROOKENS (3)	Apartment: 532	\$778.05	\$1,913.63	\$2,691.68	
269 - 273	B. BROOKENS (4) TOTAL B. BROOKENS	Apartment: 532	\$376.42	\$966.57	<u>\$1,342.99</u>	\$7,159.11
274 - 279	T. EXTON	Apartment: 535	\$210.98	\$468.62	\$677.60	
280 - 285	T. EXTON (2)	Apartment: 535	\$271.44	\$631.28	\$902.72	
286 - 291	T. EXTON (3)	Apartment: 535	\$311.22	\$765.45	\$1,076.67	
292 - 296	T. EXTON (4) TOTAL T. EXTON	Apartment: 535	\$246.62	\$633.27	<u>\$879.89</u>	\$3,536.88
297 - 302	L. BRAMBLE/W. CORA	Apartment: 537	\$331.54	\$733.26	\$1,064.80	
303 - 308	L. BRAMBLE/W. CORA (2)	Apartment: 537	\$407.16	\$946.92	\$1,354.08	
309 - 314	L. BRAMBLE/W. CORA (3) TOTAL L. BRAMBLE/W. CORA	Apartment: 537	\$371.25	\$899.91	<u>\$1,271.16</u>	\$3,690.04
315 - 320	B. DURANT	Apartment: 623	\$195.91	\$433.29	\$629.20	
321 - 326	B. DURANT (2)	Apartment: 623	\$254.48	\$591.83	\$846.30	
327 - 332	B. DURANT (3)	Apartment: 623	\$276.64	\$680.40	\$957.04	
333 - 337	B. DURANT (4) TOTAL B. DURANT	Apartment: 623	\$220.66	\$566.61	<u>\$787.27</u>	\$3,219.81
338 - 343	B. MORTEN	Apartment: 701	\$814.32	\$1,892.28	\$2,706.60	
344 - 349	B. MORTEN (2)	Apartment: 701	\$605.15	\$1,488.38	\$2,093.53	
350 - 354	B. MORTEN (3) TOTAL B. MORTEN	Apartment: 701	\$480.26	\$1,233.21	<u>\$1,713.47</u>	\$8,513.60
355 - 360	A. COOKE TOTAL A. COOKE	Apartment: 719	\$271.44	\$631.25	<u>\$902.69</u>	\$902.69
361 - 366	B. CLEGG	Apartment: 735	\$493.20	\$1,088.03	\$1,581.23	
367 - 372	B. CLEGG (2)	Apartment: 735	\$831.29	\$1,933.30	\$2,764.58	
373 - 378	B. CLEGG (3)	Apartment: 735	\$933.66	\$2,296.35	\$3,230.01	
379 - 383	B. CLEGG (4) TOTAL B. CLEGG	Apartment: 735	\$713.90	\$1,833.15	<u>\$2,547.05</u>	\$10,122.87
384 - 389	A. GARIBALDI	Apartment: 736	\$21.92	\$48.36	\$70.28	
390 - 394	A. GARIBALDI (2) TOTAL A. GARIBALDI	Apartment: 736	\$12.98	\$33.33	<u>\$46.31</u>	\$116.59
395 - 400	G. COHEN	Apartment: 739	\$93.96	\$217.24	\$311.20	
401 - 407	G. COHEN (2)	Apartment: 739	\$224.77	\$552.83	\$777.60	
408 - 412	G. COHEN (3) TOTAL G. COHEN	Apartment: 739	\$181.72	\$466.62	<u>\$648.34</u>	\$1,737.14

**TOTAL RENT OVERCHARGES
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INDEX

PAGE NO.	TENANT/PETITIONER	APARTMENT NO.	TOTAL MONTHLY SIMPLE INTEREST	TOTAL VIOLATION PERIOD	SUBTOTAL DUE	TOTAL REFUND DUE TENANT
413 - 418	M. HENRY	Apartment: 841	\$107.01	\$246.62	\$353.63	
419 - 424	M. HENRY (2)	Apartment: 841	\$708.89	\$1,743.53	\$2,452.42	
425 - 429	M. HENRY (3)	Apartment: 841	\$337.48	\$866.58	\$1,204.06	
	TOTAL M. HENRY					\$4,010.10
430 - 435	B. LIMBER	Apartment: 844	\$65.76	\$144.24	\$210.00	
436 - 441	B. LIMBER (2)	Apartment: 844	\$899.15	\$2,091.12	\$2,990.26	
442 - 447	B. LIMBER (3)	Apartment: 844	\$466.83	\$1,148.18	\$1,615.01	
448 - 452	B. LIMBER (4)	Apartment: 844	\$363.44	\$933.24	\$1,296.68	
	TOTAL B. LIMBER					\$8,111.95
453 - 458	A. GANDINI	Apartment: 908	\$283.59	\$626.15	\$909.74	
459 - 464	A. GANDINI (2)	Apartment: 908	\$441.09	\$1,025.83	\$1,466.92	
465 - 470	A. GANDINI (3)	Apartment: 908	\$501.41	\$1,233.23	\$1,734.64	
471 - 475	A. GANDINI (4)	Apartment: 908	\$402.38	\$1,033.23	\$1,435.61	
	TOTAL A. GANDINI					\$5,546.91
476 - 481	M. HUFFMAN	Apartment: 914	\$828.85	\$1,833.15	\$2,662.00	
482 - 487	M. HUFFMAN (2)	Apartment: 914	\$1,034.87	\$2,406.76	\$3,441.62	
488 - 493	M. HUFFMAN (3)	Apartment: 914	\$1,158.43	\$2,849.18	\$4,007.61	
494 - 498	M. HUFFMAN (4)	Apartment: 914	\$921.58	\$2,366.43	\$3,288.01	
	TOTAL M. HUFFMAN					\$13,399.24
499 - 504	C. GIBSON	Apartment: 919	\$172.26	\$400.26	\$572.52	
505 - 510	C. GIBSON (2)	Apartment: 919	\$150.60	\$363.30	\$513.90	
	TOTAL C. GIBSON					\$1,086.42
511 - 516	K. JOHNSON	Apartment: 926	\$186.62	\$433.97	\$620.59	
517 - 522	K. JOHNSON (2)	Apartment: 926	\$207.48	\$510.30	\$717.78	
523 - 527	K. JOHNSON (3)	Apartment: 926	\$168.74	\$433.29	\$602.03	
	TOTAL K. JOHNSON					\$1,940.40
528 - 533	M. BARBER	Apartment: 922	\$346.61	\$766.59	\$1,113.20	
534 - 539	M. BARBER (2)	Apartment: 922	\$424.13	\$986.38	\$1,410.50	
540 - 545	M. BARBER (3)	Apartment: 922	\$466.83	\$1,148.18	\$1,615.01	
546 - 550	M. BARBER (4)	Apartment: 922	\$363.44	\$933.24	\$1,296.68	
	TOTAL M. BARBER					\$5,435.39
TOTAL DUE:			\$41,710.82	\$100,824.23	\$142,535.04	\$142,535.04

NOTE: The tenants: *M. HICKS APT. #223*; *LP EDWARDS APT. #225*; *J. JORDAN APT. #236* & *A. LOWERY APT. #243* were included as Tenants entitled to a rent overcharge in the August 30, 1995 Decision and order. However, they have previously settled with the Respondent. Therefore, a recalculation of rent overcharges through January 2001 has not been prepared.

Dorchester Rent Ceilings: July 26, 2002

Apt.	Ceiling 7/26/02	Apt.	Ceiling 7/26/02	Apt.	Ceiling 7/26/02
101	\$352	201	\$332	301	\$342
102	\$391	202	\$369	302	\$338
103	\$410	203	\$560	303	\$573
104	\$286	204	\$474	304	\$439
105	\$488	205	\$441	305	\$474
106	\$490	206	\$435	306	\$459
107	\$441	207	\$363	307	\$468
108	\$410	208	\$410	308	\$406
109	\$426	209	\$453	309	\$455
110	\$496	210	\$499	310	\$445
111	\$369	211	\$332	311	\$334
112	\$297	212	\$363	312	\$367
113	\$461	213	\$461	313	\$453
114	\$480	214	\$544	314	\$492
115	\$503	215	\$412	315	\$494
116	\$554	216	\$527	316	\$468
117	\$546	217	\$560	317	\$542
118	\$480	218	\$385	318	\$449
119	\$334	219	\$381	319	\$365
		220	\$381	320	\$391
121	\$451	221	\$470	321	\$468
		222	\$466	322	\$482
123	\$406	223	\$468	323	\$424
		224	\$406	324	\$412
125	\$499	225	\$422	325	\$406
		226	\$443	326	\$433
127	\$525	227	\$583	327	\$492
		228	\$587	328	\$908
		229	\$556	329	\$488
		230	\$538	330	\$0
		231	\$468	331	\$435
		232	\$587	332	\$680
133	\$492	233	\$439	333	\$482
		234	\$435	334	\$459
135	\$468	235	\$441	335	\$449
		236	\$410	336	\$379
137	\$422	237	\$552	337	\$451
		238	\$441	338	\$455
139	\$332	239	\$334	339	\$336
		240	\$340	340	\$325
		241	\$583	341	\$499
		242	\$494	342	\$587
		243	\$476	343	\$587
		244	\$509	344	\$453
		245	\$604	345	\$579
		246	\$468	346	\$420

Dorchester Rent Ceilings: July 26, 2002

Apt.	Ceiling 7/26/02	Apt.	Ceiling 7/26/02	Apt.	Ceiling 7/26/02
401	\$328	501	\$328	601	\$328
402	\$342	502	\$375	602	\$342
403	\$657	503	\$614	603	\$577
404	\$422	504	\$435	604	\$439
405	\$445	505	\$435	605	\$552
406	\$552	506	\$426	606	\$435
407	\$406	507	\$439	607	\$439
408	\$406	508	\$468	608	\$404
409	\$468	509	\$552	609	\$459
410	\$420	510	\$449	610	\$422
411	\$391	511	\$391	611	\$371
412	\$391	512	\$404	612	\$334
413	\$468	513	\$525	613	\$496
414	\$488	514	\$556	614	\$521
415	\$488	515	\$468	615	\$468
416	\$515	516	\$587	616	\$496
417	\$542	517	\$657	617	\$626
418	\$496	518	\$552	618	\$439
419	\$391	519	\$391	619	\$328
420	\$363	520	\$361	620	\$391
421	\$449	521	\$455	621	\$422
422	\$426	522	\$435	622	\$527
423	\$406	523	\$406	623	\$441
424	\$439	524	\$387	624	\$404
425	\$527	525	\$474	625	\$426
426	\$464	526	\$455	626	\$435
427	\$439	527	\$468	627	\$482
428	\$468	528	\$531	628	\$468
429	\$468	529	\$474	629	\$525
430	\$468	530	\$468	630	\$525
431	\$422	531	\$459	631	\$451
432	\$577	532	\$602	632	\$657
433	\$496	533	\$445	633	\$435
434	\$501	534	\$445	634	\$435
435	\$406	535	\$439	635	\$439
436	\$406	536	\$420	636	\$447
437	\$431	537	\$422	637	\$426
438	\$433	538	\$527	638	\$478
439	\$334	539	\$352	639	\$363
440	\$342	540	\$334	640	\$334
441	\$511	541	\$501	641	\$554
442	\$587	542	\$527	642	\$587
443	\$556	543	\$494	643	\$468
444	\$587	544	\$527	644	\$525
445	\$618	545	\$577	645	\$577
446	\$422	546	\$499	646	\$422

Dorchester Rent Ceilings: July 26, 2002

Apt.	Ceiling 7/26/02	Apt.	Ceiling 7/26/02	Apt.	Ceiling 7/26/02
701	\$332	801	\$381	901	\$391
702	\$328	802	\$358	902	\$328
703	\$573	803	\$667	903	\$597
704	\$453	804	\$527	904	\$431
705	\$435	805	\$490	905	\$472
706	\$420	806	\$474	906	\$474
707	\$424	807	\$387	907	\$439
708	\$449	808	\$437	908	\$420
709	\$451	809	\$422	909	\$439
710	\$422	810	\$439	910	\$439
711	\$361	811	\$352	911	\$340
712	\$334	812	\$391	912	\$340
713	\$486	813	\$389	913	\$474
714	\$492	814	\$527	914	\$474
715	\$468	815	\$515	915	\$389
716	\$527	816	\$505	916	\$474
717	\$608	817	\$680	917	\$597
718	\$445	818	\$422	918	\$431
719	\$361	819	\$344	919	\$381
720	\$381	820	\$334	920	\$381
721	\$451	821	\$552	921	\$431
722	\$441	822	\$552	922	\$451
723	\$418	823	\$406	923	\$459
724	\$406	824	\$406	924	\$412
725	\$517	825	\$422	925	\$527
726	\$468	826	\$433	926	\$459
727	\$507	827	\$525	927	\$472
728	\$468	828	\$476	928	\$525
729	\$468	829	\$548	929	\$474
730	\$486	830	\$499	930	\$488
731	\$422	831	\$422	931	\$431
732	\$581	832	\$612	932	\$602
733	\$470	833	\$435	933	\$449
734	\$552	834	\$435	934	\$449
735	\$406	835	\$418	935	\$449
736	\$433	836	\$342	936	\$441
737	\$470	837	\$552	937	\$447
738	\$441	838	\$381	938	\$455
739	\$391	839	\$369	939	\$369
740	\$363	840-2	\$946	940-2	\$719
741	\$587	841	\$519	941	\$505
742	\$468	842	\$0	942	\$0
743	\$488	843	\$556	943	\$525
744	\$468	844	\$488	944	\$474
745	\$602	845	\$573	945	\$626
746	\$422	846	\$437	946	\$464



MPM Management, Inc.

Fourth Floor, 1701 K Street, N.W., Washington, DC 20006-1503

Telephone 202-659-5900 Telefacsimile 202-659-8544

13 May 2003

Memorandum

To: Dorchester House Tenants

Re: T/P 11,552 & 12,805

Benoit Brookens recently solicited your participation and, more importantly, your money to pursue a couple of tenant petitions. Very few tenants remain in the building who were originally part of those cases twenty years ago, and those few are still parties to the petition. It is highly unlikely, however, that any other tenant will be allowed to intervene in those cases, or will gain anything if allowed to intervene. Nor is it likely that decisions in those cases will have any effect on the current rent ceilings, because those cases were filed under a prior rent-control law, not the current rent-control law.

Whether you attempt to intervene in those cases is, of course, entirely your decision.

John Hoskinson

File at DORCHS 6.1.2