

DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

RH-TP-14-30,474

In re: 2443 25th Street, S.E.
Unit #1

Ward Eight (8)

RORI BATTS
Tenant/Appellant

v.

ANTHONY SANBURY
Housing Provider/Appellee

ORDER ON MOTION TO WITHDRAW APPEAL

January 8, 2016

YOUNG, COMMISSIONER. This case is on appeal to the Rental Housing Commission (Commission) from a final order issued by the Office of Administrative Hearings (OAH), based on a petition filed in the Rental Accommodations Division (RAD) of the District of Columbia Department of Housing and Community Development (DHCD).¹ The applicable provisions of the Rental Housing Act of 1985 (Act), D.C. Law 6-10, D.C. OFFICIAL CODE §§ 42-3501.01 -3509.07 (2001), the District of Columbia Administrative Procedure Act (DCAPA), D.C. OFFICIAL CODE §§ 2-501 -510 (2001), and the District of Columbia Municipal Regulations (DCMR), 1 DCMR §§ 2800-2899 (2004), 1 DCMR §§ 2920-2941 (2004), 14 DCMR §§ 3800-4399 (2004) govern these proceedings.

¹ OAH assumed jurisdiction over tenant petitions from the Department of Consumer and Regulatory Affairs (DCRA), Rental Accommodations and Conversion Division (RACD) pursuant to the Office of Administrative Hearings Establishment Act, DC. Law 14-76, D.C. OFFICIAL CODE § 2-1831.03(b-1)(1) (2007 Repl.). The functions and duties of RACD in DCRA were transferred to DHCD effective October 1, 2007, by the Rental Housing Operations Transfer Amendment Act of 2007, D.C. Law 17-20, D.C. OFFICIAL CODE § 42-3502.04b (2010 Repl.).

I. PROCEDURAL HISTORY

On February 6, 2014, Rori Batts (Tenant), residing in 2443 25th Street, S.E., Unit #1 (Housing Accommodation), filed tenant petition RH-TP-14-30,474 (Tenant Petition) against Anthony Sansbury (Housing Provider). In the Tenant Petition, the Tenant alleged that the Housing Provider violated the Act as follows:

1. The Housing Accommodation is not properly registered with the RAD;
2. The Tenant's rent was increased by an amount higher than allowed by the Act;
3. There was no proper thirty (30) day notice of rent increase;
4. The Tenant's rent was increased while the rental unit was not in substantial compliance with the housing regulations;
5. Services or facilities were substantially reduced/permanently eliminated;
6. The Housing Provider retaliated against the Tenant in violation of § 502 of the Act; and
7. The Tenant was served with a notice to vacate in violation of the Act.

See Tenant Petition at 2-4; Record (R.) at 68-69.

On July 23, 2015, Administrative Law Judge Eli Bruch (ALJ) issued a final order on the Tenant Petition: Batts v. Sansbury, 2014-DHCD-TP 30,474 (OAH Jul. 23, 2015) (Final Order). The ALJ dismissed the claims numbered 1-4 on the grounds that litigation over the Tenant's rent is precluded by a consent order signed by the Tenant and the Housing Provider on June 10, 2011, and filed with the District of Columbia Superior Court. Final Order at 11-14; R. at 151-54. The ALJ dismissed the claims numbered 5-7 on the grounds that the Tenant failed to meet the burden of proof that the Housing Provider violated the Act for each claim. *Id.* at 15-23; R. at 142-50.

On August 10, 2015, the Tenant filed a notice of appeal with the Commission (Notice of Appeal). On December 8, 2015, the Commission issued a Notice of Scheduled Hearing and

Notice of Certification of Record, setting a hearing date for January 12, 2016. On January 6, 2016, the Tenant filed the instant motion, requesting the Commission to allow the Tenant to withdraw her appeal and vacate the scheduled hearing (Motion to Withdraw).

II. DISCUSSION

The Commission's regulations, 14 DCMR § 3824 (2004), provide the following with regard to the withdrawal of an appeal pending before the Commission:

3824.1 An appellant may file a motion to withdraw an appeal pending before the Commission.

3824.2 The Commission shall review all motions to withdraw to ensure that the interests of all parties are protected.

The Commission has consistently stated that settlement of litigation is to be encouraged. *See, e.g., Gordon v. United Prop. Owners (USA)*, RH-HP-06-20,806 (RHC May 15, 2015) (granting motion for withdrawal of appeal where appellant submitted settlement agreement with other party); *KMG Mgmt., LLC v. Richardson*, RH-TP-12-30,230 (RHC Mar. 27, 2014); *Hernandez v. Gleason*, TP 27,567 (RHC March 26, 2004).

In this case, the Motion to Withdraw states that the matters between the parties were settled on December 21, 2015, when a consent agreement was filed with the Landlord and Tenant Branch of the District of Columbia Superior Court (Court) in the pending case of *Sansbury v. Batts*, No. 2014 LTB 12709. The Motion to Withdraw is accompanied by a copy of a Stipulation of Dismissal with Prejudice filed with the Court by counsel for both the Tenant and the Housing Provider, Motion to Withdraw at 3, and a copy of a settlement agreement signed by both parties, Motion to Withdraw at 4-6 (Settlement Agreement).

In *Proctor v. D.C. Rental Hous. Comm'n*, 484 A.2d 542, 548 (D.C. 1984), the District of Columbia Court of Appeals (DCCA) established the following five (5) factors for the Commission to use in evaluating settlement agreements:

1. The extent to which the settlement enjoys support among affected tenants;
2. Its potential for finally resolving the dispute;
3. The fairness of the proposal to all affected persons;
4. The saving of litigation costs to the parties; and
5. The difficulty of arriving at a prompt, final evaluation of the merits, given the complexity of law, and the delays inherent in the administrative and judicial processes.

See, e.g., Crawford v. Dye, RH-TP-30,472 (RHC Sept. 25, 2015); Gordon, RH-HP-06-20,806;

Maycroft, LLC v. Tenants of 1474 Columbia Rd., N.W., HP 20,837 (RHC Sept. 4, 2009)

(granting motion for withdrawal of appeal where the parties entered into a “70% Voluntary Agreement” under the Act, which settled the case); Assalaam v. Schauer, TP 27,915 (RHC July 12, 2004) (granting motion to withdraw appeal where parties’ settlement agreement demonstrated that the interests of all parties were protected by “providing for repairs in the Tenant’s rental unit and the disbursement of the funds in the Registry of the court to both parties”).

The Commission’s review of the Settlement Agreement, in light of the Proctor factors, indicates the following:

1. The Settlement Agreement is agreed to by the sole tenant involved in this litigation;
2. The Settlement Agreement provides fully resolves this dispute because it specifically states that the Tenant will withdraw this appeal upon the filing of the Settlement Agreement with the Court, and there is no cross-appeal by the Housing Provider, who prevailed below on all issues;
3. The Settlement Agreement is fair to all affected parties because the Housing Provider will receive rent payments made by the Tenant into the Court’s registry, plus one thousand dollars (\$1,000) for part of the month of January, 2016, the Tenant will vacate the premises by January 18, 2016, and all remaining claims by the Housing Provider relating to possession of and damages to the rental unit will be dismissed;

4. By withdrawing this appeal, both parties will be saved litigation costs associated with the Commission's scheduled hearing, or with any potential appeals to the DCCA or remands to the Office of Administrative Hearings; and
5. By signing the Settlement Agreement, the parties avoid the difficulties and delays inherent in the administrative and judicial process to address the complexities of litigation involving multiple cases filed in Court and their possible effect on the claims made in the Tenant Petition.

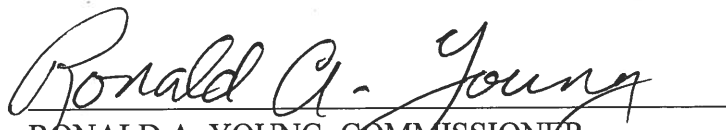
See Settlement Agreement at 1-2; Proctor, 484 A.2d at 548; Crawford, RH-TP-30,472; Gordon, RH-HP-06-20,806.

Moreover, both parties were represented by counsel in the filing of the Settlement Agreement with the Court, and the Commission has found no evidence in the record of this case to indicate that the Settlement Agreement was not knowingly and voluntarily negotiated and executed in good faith. See Motion to Withdraw at 3; Crawford, RH-TP-30,472; Gordon, RH-HP-06-20,806. Therefore, the Commission is satisfied that the interests of all parties are protected by granting the Motion to Withdraw. See 14 DCMR § 3824.2.

III. CONCLUSION

For the reasons stated above, the Commission grants the Tenant's Motion to Withdraw and dismisses the Notice of Appeal *with prejudice*. The Commission's hearing on this appeal scheduled for January 12, 2016, is therefore cancelled.

SO ORDERED


RONALD A. YOUNG, COMMISSIONER

MOTIONS FOR RECONSIDERATION

Pursuant to 14 DCMR § 3823 (2004), final decisions of the Commission are subject to reconsideration or modification. The Commission's rule, 14 DCMR § 3823.1 (2004), provides, "[a]ny party adversely affected by a decision of the Commission issued to dispose of the appeal

may file a motion for reconsideration or modification with the Commission within ten (10) days of receipt of the decision.”

JUDICIAL REVIEW

Pursuant to D.C. OFFICIAL CODE § 42-3502.19 (2001), “[a]ny person aggrieved by a decision of the Rental Housing Commission...may seek judicial review of the decision...by filing a petition for review in the District of Columbia Court of Appeals. Petitions for review of the Commission’s decisions are filed in the District of Columbia Court of Appeals and are governed by Title III of the Rules of the District of Columbia Court of Appeals. The court may be contacted at the following address and telephone number:

D.C. Court of Appeals
Office of the Clerk
430 E Street, N.W.
Washington, D.C. 20001
(202) 879-2700

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing **ORDER ON MOTION TO WITHDRAW APPEAL** in RH-TP-14-30,474 was mailed, postage prepaid, by first class U.S. mail on this **8th** day of **January, 2016**, to:

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