DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

RH-TP-15-30,710

In re: 330 Taylor Street, N.E., #32

Ward Five (5)

LAWRENCE CALDWELL
Tenant/Appellant

v.

HORNING MANAGEMENT CO., LLC
Housing Provider/Appellee

DECISION AND ORDER

March 2, 2017

SPENCER, 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 Department of Housing and Community Development ("DHCD").[1] These proceedings are governed by 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 (2012 Repl.), the District of Columbia Administrative Procedure Act ("DCAPA"), D.C. OFFICIAL CODE §§ 2-501 - 510 (2012 Repl.), and the District of Columbia Municipal Regulations ("DCMR"), 1 DCMR §§ 2800-2899, 1 DCMR §§ 2920-2941, and 14 DCMR §§ 3800-4399 (2004).

[1] OAH assumed jurisdiction over tenant petitions from the Rental Accommodations and Conversion Division ("RACD") of the Department of Consumer and Regulatory Affairs ("DCRA") pursuant to the Office of Administrative Hearings Establishment Act of 2001, D.C. OFFICIAL CODE § 1831.03(b-1)(1) (2012 Repl.). The functions and duties of RACD were transferred to the RAD within DHCD by § 2003 of 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

Lawrence Caldwell ("Tenant"), former resident of the housing accommodation at 330 Taylor Street, N.E. Unit 32 ("Housing Accommodation"), filed Tenant Petition 2015-DHCD-TP 30,710 ("Tenant Petition") on August 19, 2015, against Horning Management Company, LLC ("Housing Provider"). The Tenant Petition raised the following claims against the Housing Provider:

1. The building where my/our Rental Unit(s) is/are located is not properly registered with RAD.
2. The rent increase was larger than the increase allowed by any applicable provision of the Act.
3. The rent was increased while my/our Rental Units was/were not in substantial compliance with the D.C. Rental Housing Regulations.
4. The rent ceiling exceeds the legally-calculated rent for my/our units.
5. The rent charged is in excess of the rent ceiling for my Rental unit.
6. Services and/or facilities provided as part of my/our rent have been substantially reduced.
7. 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).

Tenant Petition at 2-4; Record ("R.") at 9-10.

On September 30, 2015, Administrative Law Judge Eli B. Bunch issued an order to the Tenant and Housing Provider that scheduled mediation for October 15, 2015. Mediation Order at 1-2; R. at 15-16. The Tenant appeared for mediation but the Housing Provider failed to appear. Mediation Attendance Sheet at 1; R. at 21.

On November 5, 2015, the parties entered a praecipe in the Landlord Tenant Branch ("LTB") of the District of Columbia Superior Court, Case Number LT-2015-16737 ("Praecipe").

Praecipe at 1-4; R. 219-22. The Praecipe was signed by both parties, approved by Judge Michael Rankin, and "filed in open court." *See id.* In relevant part, the Praecipe reads:

> The Clerk of said Court will please enter a non-redeemable judgment for possession but stay execution until 12/31/15 at 5:00 p.m. per the following terms: . . . 2) Tenant warrants and represents that no later than 11/13/15, he will file with the D.C. Office of Administrative Hearings a consent motion to dismiss Tenant Petition 2015-DHCD-30,710 with prejudice[.]"

Praecipe at 1; R. at 222.

On January 8, 2016, the Housing Provider filed a Motion to Dismiss the Tenant Petition ("Motion to Dismiss") with OAH.[2] Motion to Dismiss at 1; R. at 226. A final order granting the Motion to Dismiss was issued on January 13, 2016: Caldwell v. Horning Mgmt. Co, LLC, 2015-DHCD-30,710 (OAH Jan. 13, 2016) ("Final Order") at 1-2; R. at 229-30. In the Final Order, Administrative Law Judge Erika L. Pierson ("ALJ") made the following findings of fact:[3]

1. On August 19, 2015, Lawrence Caldwell filed TP 30,710 and alleged that Horning Company violated various provisions of the Rental Housing Act of 1985, D.C. Official Code §§ 42-3501.01 – 3509.07.

2. On January 8, 2016, Housing Provider filed a Motion to Dismiss.

3. In this case, the motion to dismiss was filed by the Housing Provider, who is not the "party initiating the case." However, the motion to dismiss was based on a settlement agreement entered in a Landlord/Tenant case on November 5, 2015 (LT-2015-16737).

4. The Settlement Agreement was attached to the motion and paragraph two provides the Tenant agrees to dismiss TP 30,710 with prejudice by November 13, 2015. The parties further agreed that the court would enter a non-redeemable judgment for possession; that Tenant's rent was $8,964 in arrears; that Tenant would vacate the premises by December 31, 2015; and $2,128 that Tenant had paid to the Court registry was released to Tenant.

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[2] The Commission's review of the record does not reveal that the Housing Provider misrepresented the nature of its Motion to Dismiss or claimed that, in fact, the Tenant consented to the dismissal of the Tenant Petition.

[3] The findings of fact are recited here using the language of the ALJ in the Final Order, except that the Commission has numbered the facts for ease of reference.

Final Order at 1; R. at 230.

The ALJ made the following conclusions of law in the Final Order:[4]

1. A contested case may be disposed of by agreed settlement. D.C. Official Code § 2-509(a).

2. The OAH rules provide that the parties may file a joint motion for dismissal of a case with or without prejudice. OAH Rule 2817.3. Although this is not a joint motion, I am satisfied the executed settlement agreement in the LTB case amounts to consent to dismissing the tenant petition.[5]

3. The OAH rules provide that a dismissal with prejudice is appropriate in order to prevent harm to the other side. OAH Rule 2817.4. As the Tenant signed a settlement agreement that included an agreement to dismiss the tenant petition, I will grant Housing Provider's motion and dismiss the tenant petition with prejudice.

4. A party who objects the voluntary dismissal of this case may file a motion of reconsideration. OAH Rule 2817.2.

Final Order at 1-2; R. at 229-30.

On March 23, 2016, the Tenant filed a Request Nunc Pro Tunc for Reconsideration of the Final Order ("Motion for Relief").[6] Motion for Relief at 1-14; R. at 242-55. The Tenant asserted

[4] The conclusions of law are recited here using the language of the ALJ in the Final Order, except that the Commission has numbered the conclusions of law for ease of reference.

[5] The Commission notes that it is not satisfied that the ALJ was correct in treating the Motion to Dismiss as a consent motion to withdraw under OAH Rule 2817 (1 DCMR § 2817). *See* Boks v. Charles E. Smith Mgmt., Inc., 453 A.2d 113, 116 n.3 (D.C. 1982) (substantially similar Super. Ct. Civ. R. 41(a) "is a plaintiff's remedy. It does not specifically provide rights to defendants to obtain dismissal based on alleged out-of-court stipulations of dismissal."). However, because the Tenant did not file a timely notice of appeal or motion for reconsideration from the Final Order, that issue is not before the Commission at this time. *See* 14 DCMR § 3802.2; 1 DCMR § 2838.2; Joseph v. Parekh, 351 A.2d 204, 205 (D.C. 1976) (appeal from denial of reconsideration is not review of merits of underlying order); Philip v. Willoughby Real Estate Co., RH-TP-16-30,800 (RHC Aug. 30, 2016) (time to file notice of appeal is mandatory and jurisdictional).

[6] Although the Tenant filed a motion captioned as a being for "reconsideration," the ALJ, in accordance with 1 DCMR § 2828.7, treated the motion as being for relief from the Final Order because it was not filed within ten days of the issuance of the Final Order. *See* Order Denying Motion for Relief from Final Order ("Order Denying Relief") at 2; R. at 283. 1 DCMR § 2828.7 provides:

> After the ten (10) calendar day deadline, a party may file a motion asking the Administrative Law Judge to change the final order. A motion filed under this Subsection is a "motion for relief from the final order."

in the Motion for Relief that the Housing Provider breached an agreement to dismiss claims against the Tenant, and neglected its obligations to adhere to rental housing laws. *See id.*

On April 6, 2016, the Housing Provider filed an Opposition to Petitioner's Motion for Reconsideration of Final Order ("Respondent's Opposition"). Respondent's Opposition at 1-9; R. at 256-66. The Housing Provider maintained that Tenant's Motion for Relief should be denied because it lacked merit and was untimely filed. *See id.* The Tenant filed a Response to Respondent's Opposition to his Reconsideration Request on April 11, 2016 ("Response to Opposition"). Response to Opposition at 1-4; R. at 270-73. The Tenant asserted in the Response to Opposition that the Housing Provider's Motion to Dismiss should have been denied because it failed to establish that the Tenant was not entitled to any relief. *See id.* In a footnote, the Tenant also asserted, in relevant part, that relief should be granted for "misrepresentation and other misconduct of [the Housing Provider] and its agents" pursuant to OAH Rule 2828.10(c) (1 DCMR § 2828.10(c)).[7] Response to Opposition at 1 n.1; R. at 273 n.1.

On May 25, 2016, the ALJ denied the Tenant's Motion for Relief ("Order Denying Relief"). Order Denying Relief at 1-11; R. 274-84. The ALJ denied the Tenant's Motion for Relief because it did not set forth any of the grounds provided by 1 DCMR § 2828.10 ("OAH Rule 2828.10") for granting relief; rather, the Tenant asserted that the Housing Provider had not

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See also 1 DCMR § 2828.11, which provides:

> An Administrative Law Judge shall treat any motion asking for a change in a final order as a motion for relief from the final order, if the motion is not filed within the ten (10) calendar day deadline specified in Subsection 2828.3, regardless of the title that a party gives to that motion.

The ALJ further determined that the Tenant's attempt to file his motion "nunc pro tunc" is not a valid means to circumvent the time limits in procedural rules. Order Denying Relief at 3-4; R. at 281-82 (citing Justice v. Town of Cicero, 682 F.3d 662, 664 (7th Cir. 2012)).

[7] OAH Rule 2828.10(c), 1 DCMR § 2828.10(c) reads, "[o]n a motion for relief from the final order, an Administrative Law Judge may change the final order only if no appeal has been filed, and only for one or more of the following reasons: ...Fraud, misrepresentation, or other misconduct of an adverse party...."

complied with the terms of the settlement agreement contained in the Praecipe. Order Denying Relief at 5; R. at 280. The ALJ, comparing OAH Rule 2828.10 to D.C. Superior Court Civil Rule 60(b) ("Rule 60(b)"), and its equivalent under the Federal Rules of Civil Procedure, concluded that, contrary to the cases cited by the Tenant, breach of a settlement agreement is not grounds to grant relief from a final order. Order Denying Relief at 5-8; R. at 277-80.

On June 3, 2016, the Tenant timely filed a notice of appeal *pro se* ("Notice of Appeal"). Notice of Appeal at 1-2. The Tenant raises the following issue in the Notice of Appeal:

> Judge Pierson's order of dismissal was issued in violation of OAH Rule 2828.10(c), as the [Housing Provider] and its counsel engaged in knowing misrepresentation involved in an illegible, hand-written settlement agreement as well as verbal contractual obligations reached on November 5, 2015, in the Landlord Tenant Branch, that Appellee and counsel never intended to honor and was first breached by counsel and Appellee on November 11, 2015 and continues to date.

Notice of Appeal at 1.

On August 19, 2016, the Tenant filed his brief on appeal ("Tenant's Brief"). The Housing Provider, through counsel, filed its brief on September 20, 2016 ("Housing Provider's Brief"). On September 26, 2016, the Tenant filed an Emergency Motion for a Continuance Due to Housing Provider's Failure to Serve Responsive Brief on Tenant ("Emergency Motion for Continuance"). The Commission held its hearing on September 27, 2016. Hearing CD (RHC Sept. 27, 2016). The Commission denied the Emergency Motion for Continuance orally at the hearing, *id.* at 2:11 p.m., which was memorialized by written order on September 30, 2016 ("Order on Emergency Motion for Continuance and Sanctions"). Nonetheless, the Commission struck the Housing Provider's Brief from its record on appeal because it was untimely filed. *See id.*

II. ISSUE ON APPEAL[8]

Whether the ALJ abused her discretion by denying Tenant's Motion for Relief from the Final Order pursuant to OAH Rule 2828.10.

III. DISCUSSION

Whether the ALJ abused her discretion by denying Tenant's Motion for Relief from the Final Order pursuant to OAH Rule 2828.10.

The Commission's standard of review is contained in 14 DCMR § 3807.1 and provides the following:

> The Commission shall reverse final decisions of the [Office of Administrative Hearings] which the Commission finds to be based upon arbitrary action, capricious action, or an abuse of discretion, or which contain conclusions of law not in accordance with the provisions of the Act, or findings of fact unsupported by substantial evidence on the record of the proceedings before the [Office of Administrative Hearings].[9]

The Commission's review of a matter "shall be limited to the issues raised in the notice of appeal; provided, that the Commission may correct plain error." 1 DCMR § 3807.4.

The Commission will sustain an ALJ's decision so long as it follows rationally from the facts and is supported by substantial evidence.[10] *See* D.C. OFFICIAL CODE § 42-3502.16(h); Dep't. of Hous. & Cmty. Dev. v. 1433 T St. Assocs. LLC, RH-SC-06-002 (RHC May 21, 2015); Majerle Mgmt. v. D.C. Rental Hous. Comm'n, 866 A.2d 41, 46 (D.C. 2004); Bower v. Chaselton Assocs., TP 27,838 (RHC March 27, 2014); *see also* Munchison v. D.C. Dep't. of Pub. Works, 813 A.2d 203, 205 (D.C. 2002). The Commission will review legal questions raised by an ALJ's

[8] As *supra* note 15 indicates, the Notice of Appeal only specifically cites OAH Rule 2828.10(c). The Commission, in its discretion, expanded its review to include the eight subsections of OAH Rule 2828.10.

[9] See *supra* n.1 regarding the transfer of jurisdiction to OAH.

[10] The Commission has consistently defined substantial evidence as "such relevant evidence as a reasonable mind might accept as able to support a conclusion." *See* Fort Chaplin Park Assocs. v. D.C. Rental Hous. Comm'n, 649 A.2d 1076, 1079 n.10; Jackson v. Peters, RH-TP-12-28,898 (RHC Feb. 3, 2012); Eastern Savings Bank v. Mitchell, RH-TP-08-29,397 (RHC Oct. 31, 2012); Marguerite Corsetti Trust v. Segreti, RH-TP-06-28,207 (RHC Sept. 18, 2012).

interpretation of the Act *de novo* to determine if it is unreasonable or embodies a material misconception of the law. *See* United Dominion Mgmt. Co. v. D.C. Rental Hous. Comm'n, 101 A.3d 426, 430-31 (D.C. 2014); Dorchester House Assocs. Ltd. P'ship v. D.C. Rental Hous. Comm'n, 938 A.2d 696, 702 (D.C. 2007) (citing Sawyer Prop. Mgmt. of Md. v. D.C. Rental Hous. Comm'n, 877 A.2d 96, 102-03 (D.C. 2005)); Gelman Mgmt. Co. v. Campbell, RH-TP-09-29,715 (RHC Dec. 23, 2013); Carpenter v. Markswright, RH-TP-10-29,840 (RHC June 5, 2013). Further, the Commission's review of a matter is "limited to the record on appeal and cannot consider issues or evidence not presented to the agency" unless "exceptional circumstances" demand otherwise. *See* Mack v. D.C. Dept. of Emp't Servs., 651 A.2d 804, 806 (D.C. 1994); Goodman v. D.C. Rental Hous. Comm'n, 573 A.2d 1299, 1301 (D.C. 1990).

As indicated herein, the Commission's review of the record shows that the ALJ denied the Motion for Relief pursuant to OAH Rule 2828.10. Order Denying Relief at 4-8; R. at 277-81. In the Order Denying Relief, the ALJ concluded that "[t]he OAH Rule [2828.10] says that [she] may grant relief only for the eight enumerated reasons." Order Denying Relief at 7; R. at 278. The ALJ determined that the alleged breach of the Praecipe by the Housing Provider did not state a cause of action as one of the eight enumerated reasons contained in OAH Rule 2828.10. Order Denying Relief at 5; R. at 280; *see infra* at 9-10. With respect to the Tenant's claims of error in this appeal, the Commission's standard of review is whether the ALJ abused her discretion in denying the Motion for Relief. *See* D.C. Official Code §42-3502.16(h). *See also* Burton, 957 A.2d at 930 ("We review an agency's decision on a motion for relief under § 2833.2 for abuse of discretion, using the same standard for decisions on such motions made under Super. Ct. Civ. R. 60 (b).").[11]

[11] 1 DCMR § 2833.2 (2004), read:

The text of OAH Rule 2828.10 reads as follows:

On a motion for relief from the final order, an Administrative Law Judge may change the final order only if no appeal has been filed, and only for one or more of the following reasons:

(a) Mistake, inadvertence, surprise, or excusable neglect;

(b) Newly discovered evidence that by due diligence could not have been discovered in time to file a motion for reconsideration or for a new hearing within the ten (10) calendar day deadline;

(c) Fraud, misrepresentation, or other misconduct of an adverse party;

(d) The final order is void;

(e) A prior judgment on which the final order is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application;

(f) The party filing the motion did not attend the hearing, has a good reason for not doing so, and states an adequate claim or defense;

(g) The party filing the motion did not file a required answer to a Notice of Infraction, or Notice of Violation or did not file some other required document, has a good reason for not doing so, and states an adequate claim or defense; or

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On motion and upon such terms as are just, this administrative court may relieve a party or a party's legal representative from a final order for the following reasons:

1. Mistake, inadvertence, surprise, or excusable neglect;
2. Newly discovered evidence which by due diligence could not have been discovered in time to move for a new trail under Rule 2831;
3. Fraud, misrepresentation, or other misconduct of an adverse party;
4. The final order is void;
5. A prior judgment on which the final order is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or
6. Any other reason justifying relief from the operation of the final order. Relief under this Section may be granted only to the extent it could be granted under the standards of D.C. Superior Court Civil Rule 60.

The Commission observes the prior version of OAH's rule on relief is substantially identical to the OAH Rule 2828.10.

(h) For good cause shown, the Government may ask that a final order issued in its favor be set aside.

(emphasis added).

The Commission must determine if the language, as written, clearly and unambiguously reveals the drafter's intent. *See* Novak v. Sedova, RH-TP-15-30,653 (Nov. 20, 2015) ("The DCCA has explained that a court must look at the 'plain meaning' of the words of a statute or regulation when the words are clear and unambiguous, and construe the words according to their ordinary sense and with the meaning commonly attributed to them."); *see also* District of Columbia v. Edison Place, LLC, 892 A.2d 1108, 1111 (D.C. 2006) ("The primary and general rule of statutory construction is that the intent of the lawmaker is to be found in the language that [s]he has used." (quoting People's Drug Stores, Inc. v. District of Columbia, 479 A.2d 751, 753 (D.C. 1983))). Further, the Commission must end its inquiry if drafter's intent is clear and unambiguous, and defer to the "plain and ordinary meaning" as it controls interpretation." *See* Carillon House, LP v. Carillon House Tenants Ass'n., CI 20,666 & CI 20,696 (RHC June 16, 2000) at 7 (citing Guerra v. District of Columbia, 501 A.2d 786, 789 (D.C. 1985)); *see also* District of Columbia v. Brookstowne Cmty. Dev. Co., 987 A.2d 442, 447 (D.C. 2010) ("It is axiomatic that 'when the language [of a statute or regulation] is unambiguous and does not produce absurd result [the court] will not look beyond its plain meaning.'" (quoting Citizens Ass'n of Georgetown v. District of Columbia Bd. of Zoning Adjustment, 642 A.2d 125, 128 (D.C. 1994))); Edison Place, 892 A.2d at 1111 ("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.'" (quoting People's Drug Stores, Inc., 479 A.2d at 754 (internal citations omitted))); District of Columbia v. Gallagher, 734 A.2d 1087, 1091 (D.C. 1999) ("[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.").

In analyzing the plain and ordinary meaning of a statute, the DCCA has noted:

> Critically, the use of the word "only" – the pain meaning of which is "[s]olely; merely; for no purpose; ... of or by itself; without anything more; exclusive; nothing else or more," [internal citations omitted] "is very nearly dispositive evidence that the Council intended *only* those entities enumerated to be eligible for consideration[.]

Brookstowne, 987 A.2d at 448.[12]

The Commission's review of the record indicates the ALJ interpreted OAH Rule 2828.10 to mean she could grant relief from a final order "only for the eight enumerated reasons." Order Denying Relief at 7 (emphasis added); R. at 278. Further, the ALJ noted "there is no rule for granting relief from [a] final order in the OAH Rules comparable to Federal Rules 60(b)(6) which would allow [her] to grant relief for "any other reason that justifies relief."[13] *Id.* As such, the ALJ denied the Motion for Relief because it failed "to establish grounds that would warrant granting relief from the Final Order under the rules of the Office of Administrative Hearings (OAH)." Order Denying Relief at 2; R. at 283.

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[12] The statute at issue in Brookstowne read, in relevant part, "[p]roposals for large multi-family dwellings shall be considered only in accordance with the following rules of priority: . . . (3) If there are no proposals [under (1) or (2)], proposals from nonprofit developers . . . shall be considered next." Brookstowne, 987 A.2d at 447 (quoting D.C. CODE § 45-2706 (1996 Repl.)) The DCCA determined that, "on the basis of the use of the word 'only' and the enumeration of a list we must presume to be exhaustive, we are satisfied that the plain meaning of the statute limits DHCD's capacity to contract . . . with entities that are non-profit.." Brookstowne, 987 A.2d at 448.

[13] The Commission observes that a prior version of OAH's rule on relief permitted the ALJ to grant relief from a final order for "any other reason that justifies relief." *See* 1 DCMR § 2833.2 (2004), *supra* n. 11. It read, in relevant part:

> On motion and upon such terms as are just, this administrative court may relieve a party or a party's legal representative from a final order for the following reasons:
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> . . .
>
> 7. Any other reason justifying relief from the operation of the final order. Relief under this Section may be granted only to the extent it could be granted under the standards of D.C. Superior Court Civil Rule 60.

Based on the Commission's thorough review of the record, the Commission is satisfied that the ALJ did not abuse her discretion in her denial of the Motion for Relief. OAH Rule 2828.10 identifies only eight reasons why an administrative law judge could grant relief from a final order. *See* Gallagher, 734 A.2d at 1091; Edison Place, 892 A.2d at 1111; Clay, 683 A.2d at 1390; McGee, 504 A.2d at 1130. Consistent with the DCCA's determination in Brookstowne, 987 A.2d at 448, the Commission determines that the ALJ's denial of the Motion for Relief was not an abuse of discretion, especially because the critical "use of the word 'only'" in OAH Rule 2828.10 "is very nearly dispositive evidence" that the intent of OAH Rule 2828.10 is to limit the ALJ's authority to grant relief from a final order to the eight enumerated reasons.[14] Moreover, as

[14] The Tenant also claims that the ALJ erred in failing to dismiss the Final Order pursuant to OAH Rule 2828.10(c). Notice of Appeal at 1. Specifically, the Tenant alleges that the Housing Provider fraudulently induced him to enter the Praecipe on November 5, 2015 in the LTB of the D.C. Superior Court. Notice of Appeal at 1; Praecipe at 1-4; R. 219-22. As the ALJ noted in Order Denying Relief, OAH does not have jurisdiction to entertain this assertion regarding the Praecipe. Order Denying Relief at 6; R. at 279. The Praecipe was entered into by the parties under the jurisdiction of the D.C. Superior Court. *See* Praecipe at 1-4; R. 219-22.

The Tenant has not provided the Commission with any legal authority or support that continuing jurisdiction over the enforcement of the Praecipe was removed from the Superior Court, or that the Superior Court was an inappropriate venue to determine the Appellant's claims of fraudulent inducement with respect to the Praecipe. The Commission is satisfied that D.C. Superior Court is the appropriate venue for the Tenant to assert his allegations that the Housing Provider fraudulently induced him to enter into the Praecipe. *See* Puckrein v. Jenkins, 884 A.2d 46, 54 (D.C. 2005) ("A consent judgment is an order of the court, 'indistinguishable in its legal effect from any other court order, and therefore subject to enforcement like any other court order.'" (citing Moore v. Jones, 542 A.2d 1253, 1254 (D.C. 1988) (other citation omitted))); Autera v. Robinson, 419 F.2d 1197, 1200 n.10 (D.C. Cir. 1969) ("A compromise or settlement of litigation is always referable to the action or proceeding in the court where the compromise was effected; it is through that court the carrying out of the agreement should thereafter be controlled. Otherwise, the compromise, instead of being an aid to litigation, would be only productive of litigation as a separate and additional impetus." (quoting Melnick v. Binenstock, 318 Pa. 533, 179 A. 77, 78 (1935))); Confederate Memorial Ass'n v. United Daughters of the Confederacy, 629 A.2d 37, 39 (D.C. 1993) ("Trail courts have the power to enforce settlement agreements in cases pending before them."). *See generally*, RDP Dev. Corp. v. District of Columbia, 645 A.2d 1078, 1083 n. 19 (D.C. 1994) ("It is well settled that the Superior Court is 'a court of general jurisdiction with the power to adjudicate any civil action at law or in equity involving local law.'" (quoting Andrade v. Jackson, 401 A.2d 990, 992 (D.C. 1979))); *see* Powell v. Washington Land Co., 684 A.2d 769, 770 (D.C. 1996) ("Further, in the absence of legislative action, the Superior Court has general jurisdiction under D.C. Code § 11-921 any civil action or other matter (at law or in equity) brought in the District of Columbia for relief." (citing King v. Kidd, 640 A.2d 656, 661 (D.C. 1993))).

The Commission notes that the Tenant filed a D.C. Super. Ct. R. 13 Motion to Enforce the Settlement Agreement on January 4, 2016. Case Number LT-2015-16737 (D.C. Super. Ct. Jan. 4, 2016). The docket sheet indicates that D.C. Superior Court Judge John M. Campbell denied the Tenant's Motion to Enforce the Settlement Agreement on

the ALJ correctly noted, unlike Federal Rule 60(b)(6), OAH Rule 2828.10 does not permit an ALJ to grant relief "for any reason that justifies relief." *See supra* at 9-10.

IV. CONCLUSION

For the foregoing reasons, the Commission determines that the ALJ did not abuse her discretion in denying Tenant's Motion for Relief from the Final Order, and that the Tenant's claims in this appeal are otherwise without merit. *See* 14 DCMR § 3807.1; Brookstowne, 987 A.2d at 448; Burton, 957 A.2d at 930.

Accordingly, the Tenant's appeal is dismissed.

SO ORDERED

PETER B. SZEGEDY-MASZAK, CHAIRMAN

DIANA HARRIS-EPPS, COMMISSIONER

MICHAEL T. SPENCER, COMMISSIONER

January 19, 2016. Case Number LT-2015-16737 (D.C. Super. Ct. Jan. 19, 2016). The ALJ noted the filing and denial of the Motion to Enforce in her Order Denying Relief. Order Denying Relief at 8; R, at 277.

The Tenant also asserts that his status as a *pro se* litigant demands that "a judgment secured by misrepresentations by one counsel to another is an 'extraordinary circumstance' warranting relief under [Rule] 60(b)(6)." Response to Opposition at 2; R. at 272. The Commission's appreciation for the central role of *pre se* litigants in the enforcement of the Act cannot overcome its lack of jurisdiction under the Act. *See* Watkins v. Farmer, RH-TP-07-29,045 (RHC Aug. 15, 2013) at n.14 ("In addressing the Housing Provider's *pro se* Notice of Appeal, the Commission is mindful of the important role that *pro se* litigants play in the Act's enforcement."); Goodman v. D.C. Rental Hous. Comm'n, 573 A.2d 1293, 1298-99 (D.C. 1990); Cohen v. D.C. Rental Hous. Comm'n, 496 A.2d 603, 605 (D.C. 1985); Barnes-Mosaid v. Zalco Realty, Inc., RH-TP-08-29,316 (RHC Sept. 28, 2012); Chen v. Moy, RH-TP-08-29,340 (RHC Mar. 27, 2012); Levy v. Carmel Partners, Inc., RH-TP-06-28,830; RH-TP-06-28.835 (RHC Mar. 19, 2012); Levy, RH-TP-06-28,830; RH-TP-06-28,835 (citing Kissi v. Hardesty, 3 A.3d 1125, 1131 (D.C. 2010)); *see also* 1829 Kalorama Rd. Tenant Ass'n, Inc. v. Estate of Fletcher, RH-RP-15-00017 (RHC July 28, 2016).

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 **DECISION AND ORDER** in RH-TP-15-30,710 was served by first-class mail, postage prepaid, on this **2nd day of March, 2017**, to:

Lawrence Caldwell
1409 Staples Street, N.E., #3
Washington, D.C. 20002

Timothy P. Cole, Esq., #464644
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LaTonya Miles
Clerk of Court
(202) 442-8949