No. 23-CV-965

DISTRICT OF COLUMBIA COURT OF APPEALS

Patrick Woodley, Jr.,

Appellant,

v.

Woodberry Village Apartment,

Appellee.

ON APPEAL FROM
THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA,
CIVIL DIVISION CASE NO. 2021 CA 002357 B

REPLY SUPPLEMENTAL BRIEF OF APPELLANT PATRICK WOODLEY

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SUMMARY OF THE ARGUMENT

The Landlord's brief does not deny that Mr. Woodley's apartment was uninhabitable for the period of time alleged by Mr. Woodley or that it violated the District's Housing Code or its lease with Mr. Woodley, which included an implied warranty of habitability. Instead, its primary argument is that Mr. Woodley failed to mitigate his damages, either by allowing access to his home for repairs by the Landlord or by accepting the Landlord's offer to move to a relocation unit. The Landlord appears to consider dispositive its allegations that it offered Mr. Woodley

a first-floor relocation unit, which he allegedly rejected. But there was no finding or evidence that Mr. Woodley improperly denied access to his unit, and the Landlord provided no basis for its assertion that it could force Mr. Woodley to move. Indeed, the latter argument asks this Court to upend decades of statutory and case law in the District and allow landlords to constructively evict tenants at will. That is not, and should not be, the law. The law is D.C. Code § 42-3505.01(f) – curiously ignored by the Landlord – which imposes a plethora of restrictions on landlords' ability to evict tenants to make renovations, and which clearly forecloses any forced relocation here.

ARGUMENT

I. THE LANDLORD HAD NO RIGHT TO INVOLUNTARILY RELOCATE MR. WOODLEY.

As an initial matter, it is difficult to reply to the Landlord's brief because it is based on a fundamentally flawed and unsupported view of the legal obligations of a landlord in the District of Columbia. The Landlord asserts – without citation to any authority – that it purchased "an affordable housing building" "intending to renovate it for its tenants," and it therefore had no obligation under statute, common law, or its lease to provide Mr. Woodley with a habitable unit because it "provided reasonable accommodations to relocate Mr. Woodley while a renovation occurred." Landlord Br. 8-9 (citing its entire 79-page Supplemental Appendix). The Landlord cites nothing to support its notion that a landlord can evade its legal obligations by

just (1) asserting a desire to renovate and (2) providing what it views as "reasonable accommodations to relocate."

This lack of authority is unsurprising: The District has a very different, detailed, and stringent legal regime governing the conduct of a landlord that wants to evict a tenant to renovate the tenant's unit. As a starting point, for decades, through a combination of its Housing Code and the warranty of habitability implied in every residential lease, the District has placed a heavy legal burden on every landlord to maintain every leased unit in a manner that meets basic requirements of modern habitation, including "adequate heat, light and ventilation, serviceable plumbing facilities, secure windows and doors, proper sanitation, and proper maintenance." *Javins v. First National Realty Corp.*, 428 F.2d 1071, 1074 (D.C. Cir. 1970). These requirements are primarily enforced through injunctive relief, essentially orders requiring specific performance of the implied warranty of habitability. *Id.* at 1082 n. 61. While awaiting specific performance, tenants are entitled to damages, which are often, but not always, in the form of rent abatement. *See Lynch v. Ghaida*, 319 A.3d 1008, 1016 (D.C. 2024).

The Landlord asserts that this obligation ends whenever it decides to renovate and offers a "reasonable accommodation." *See, e.g.*, Landlord Br. 9. That is not the law – a landlord is always under an obligation to ensure that its leased premises are inhabitable. The law does allow a landlord to recover possession of a unit to make

alterations or renovations but only if the landlord follows the very specific statutory scheme in D.C. Code § 42-3505.01(f), which is set out in full as the Statutory Addendum to this Reply Brief. These requirements apply both where renovations are discretionary and where they are necessary to bring a rental unit into compliance with the Housing Code. *See* D.C. Code § 42-3505.01(f)(1)(A)(v)(II). Among the many statutory prerequisites to ousting a tenant to renovate are:

- a determination by the Rent Administrator that the renovations cannot be performed while the unit is occupied and those renovations are in the tenant's interest;
- specified notice to the tenant;
- an opportunity for the tenant to be heard;
- the landlord filing a notice with public agencies that includes a detailed relocation plan and timetable;
- a Department of Buildings inspection with specified results;
- the landlord submitting a detailed statement explaining the need for the renovations and the reasons they cannot be completed while the unit is occupied;
- the tenant being given a right to return to the unit after renovation on specified terms; and
- the tenant being given specified statutory relocation assistance.

D.C. Code § 42-3505.01(f); *see also* 14 DCMR 4302.1(a), .2(d), .4-.5 (implementing regulations).

There is no evidence that the Landlord attempted to comply with this statute (and its regulations), much less that it did so.[1] Under these circumstances, District law gave the Landlord no right to involuntarily relocate Mr. Woodley, and it follows that Mr. Woodley's choice not to voluntarily relocate did not nullify the lease or abrogate his statutory and lease rights. To the contrary, the Landlord's efforts to constructively evict Mr. Woodley by rendering his unit uninhabitable and refusing to fix it were violations of those rights by the Landlord and conferred on the Landlord no rights. The Landlord's contrary argument boils down to the absurd assertion that because it violated D.C. Code § 42-3505.01(f) and its associated regulations, the Landlord should benefit by not having to pay Mr. Woodley damages for violating his lease and District law.[2]

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[1] The Landlord does mention that "testimony from [a] DCRA supervisor at the TRO hearing confirmed that Woodberry was in compliance with all notices and efforts made with respect to the renovation of the building." Landlord Br. 11. But this assertion is unsupported by the record and is insufficient to establish compliance with the numerous statutory and regulatory requirements detailed above. And a review of the record shows that not only did the Landlord not attempt to comply with the statute – the notices that it sent actually violate the statute in important ways. *See* JA 110; SA 31-32.

[2] The Landlord argues that Mr. Woodley misbehaved because he rejected its offer to move, which was a "reasonable accommodation that all the other tenants accepted," Landlord Br. 3; a "reasonable relocation accommodation," *id.* at 5; a

II. THERE IS NO FINDING (AND NO EVIDENCE) THAT MR. WOODLEY DENIED HIS LANDLORD ACCESS NECESSARY TO MAKE REPAIRS.

The Landlord alleges that "D.C. law required [Mr.] Woodley to allow access to his unit to facilitate the necessary repairs. [Mr.] Woodley could have avoided much of the damages claimed at trial by following the law, which justifies the Court limiting the damages claimed by Woodley." Landlord Br. 10. The implication of this statement is that Mr. Woodley in some way failed to "allow access to his unit to facilitate the necessary repairs."[3] But the trial court made no findings of any such failure. *See* JA 5-8.[4] This Court cannot rule on the basis of facts not found by the trial court. *See Tax Analysts v. District of Columbia*, 298 A.3d 334, 342 n.25 (D.C.

"reasonable accommodation," *id.* at 5, 8, 13, 15; a "reasonable remedy," *id.* at 6; and "reasonable efforts," *id.* at 8, 16. Importantly, the statute does not let a landlord providing uninhabitable housing off the hook by simply characterizing its actions as "reasonable." Instead, as noted above, D.C. Code § 42-3505.01(f) imposes numerous specific requirements on landlords with which the Landlord here failed to comply.

[3] *Accord* Landlord Br. 7-8 (referring, without citation to the record, to "a tenant who fails to allow reasonable access for landlords to make repairs, as has occurred with this case"); *id.* at 10 (citing statute requiring tenant to provide access within 48 hours of written request without citing any evidence that the Landlord ever made such a request, or, if it did, that Mr. Woodley failed to provide the requested access).

[4] *But see* Landlord Br. 12 (falsely, and without citation to any actual statement by the trial court, asserting that "[t]he Trial Court properly determined . . . that Woodberry cannot be liable for the unit's condition because Woodley is required by law to allow the landlord access to his unit to make necessary repairs").

2023) (declining to make factual findings that the trial court did not because this Court is a "court of review, not first view" (quoting *Cutter v. Wilkinson*, 544 U.S. 709, 718 n.17 (2005)). And even if this Court could find facts in the first instance, the Landlord points to nothing in the record to support its statements that Mr. Woodly denied access to the Landlord when he was required to provide such access. *See, e.g.*, *Clark v. Bridges*, 75 A.3d 149, 155 (D.C. 2013) (affirming directed verdict against landlord claiming "that the tenant breached the lease by failing to allow the landlord access to the property for the purpose of inspection and to make repairs" because the landlord failed to prove that he ever requested such access).

Moreover, the Landlord asserts that "Mr. Woodley needed to vacate the unit to accomplish the renovation." Landlord Br. 7; *accord id.* at 2 (stating, without citation to the record, that "the building needed to be gutted requiring all of the tenants to move out during the renovation period"). The necessary corollary of this argument is that, even if Mr. Woodley had allowed access to his unit, that would not have enabled the Landlord to perform the necessary repairs. This means that Mr. Woodley allowing access would not have mitigated the Landlord's damages at all, as mitigation would only flow from the actual repair of the Housing Code violations and making the unit habitable.

III. A TENANT HAS NO LEGAL DUTY TO MITIGATE DAMAGES CAUSED BY HIS LANDLORD'S BREACH OF THE IMPLIED WARRANTY OF HABITABILITY.

Rehashing the eviction-for-renovations argument, the Landlord argues that Mr. Woodley's decision not to move in the face of the Landlord's lease violations constitutes a failure to mitigate damages, meaning that he is entitled to no damages after he made that decision. Landlord Br. 14.

But the Landlord provides no basis for such a legal rule. It cites no statute or case imposing such a duty to mitigate, from this or any other jurisdiction, and we are aware of none. There are many cases – and the Landlord cites two from this jurisdiction – imposing *a duty on landlords* to mitigate the harm caused by *a tenant's breach*. *See* Landlord Br. 9 (citing *Norris v. Green*, 656 A.2d 282, 287 (D.C. 1995) and *Sizer v. Velasquez*, 270 A.3d 299, 303 (D.C. 2022)). But those cases do not apply here. *Norris* involved a commercial lease, imposed a duty to mitigate on the landlord, and found that the tenant had not proven that the landlord failed to mitigate. 656 A.2d at 283, 287-88. That case does not support the Landlord's attempt to impose a duty to mitigate on a tenant in a residential lease. Similarly, *Sizer* involved a landlord's duty to mitigate, and relied on a District statute, D.C. Code § 42-3505.52, that addresses only a landlord's duty to mitigate.[5] Again, that case does

[5] "If a tenant refuses to take possession of a rental unit in bad faith, or vacates a rental unit before the end of a lease term, any actual damages the housing provider

not support the Landlord's attempt to impose a duty to mitigate on a tenant without any statutory basis.

The absence of any analog to D.C. Code § 42-3505.52 requiring tenants to mitigate damages caused by landlords' failure to provide habitable housing leads to an inference opposite that proposed by the Landlord. The Council (and this Court) knows how to impose a mitigation burden in the residential lease context and has done so only on landlords, strongly implying a choice *not* to impose a similar burden on tenants. And, indeed, this Court has refused to place this type of mitigation duty on tenants. When "the landlord has transgressed a regulation which substantially and directly affects the habitability of the premises," the tenant is "entitled to remain in possession and yet be relieved of full liability for rent." *Curry v. Dunbar House, Inc.*, 362 A.2d 686, 690 (D.C. 1976). A residential tenant has no duty to leave his home to mitigate damages caused by his landlord's violations of the Housing Code.

Importantly, the rule follows the general principles of mitigation, which "bars recovery for losses suffered by a non-breaching party that could have been avoided *by reasonable effort and without risk of substantial loss or injury*." *Sizer*, 270 A.3d at 302 (emphasis added) (cited at Landlord Br. 9). This principle is easy to apply when a tenant violates a lease by abandoning the tenancy. In that case, the landlord

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may be entitled to shall be subject to the duty of the housing provider to mitigate actual damages for breach of the rental agreement." D.C. Code § 42-3505.52.

must attempt to find a replacement tenant. In *Sizer*, the landlord failed to mitigate because it was presented with (but rejected) a proposal for a replacement tenant that "would have put [the landlord] in exactly the same financial position they would have been had the contract never been breached." 270 A.3d at 303.

A tenant's interest in a residential lease is dramatically different from a landlord's. A landlord's interest is primarily financial, and it is therefore reasonable to place a mitigation burden on it, which requires it to seek and accept another tenant who can provide that same financial benefit. But a tenant's interest is primarily non-financial; it is to have a place to call home. While a rent payment is fungible, a home is quintessentially unique. It is therefore not reasonable to require a tenant to mitigate harms by abandoning his home, and the law does not require that kind of mitigation. So, for example, in *Scoggins v. Jude*, 419 A.2d 999, 1004-05 (D.C. 1980), this Court refused to allow a landlord to invoke the defense of assumption of risk based on a tenant not leaving "substandard premises." Doing so "would undermine the public policy implicit in the Housing Regulations" and allow landlords to "avoid their responsibilities under the Regulations." *Id.* at 1004. Imposing a duty to mitigate landlord-caused uninhabitability by moving would similarly undermine the public policy implicit in the Housing Code and allow landlords to avoid their legal responsibilities to tenants. This explains why the case law is full of examples requiring landlords to mitigate harm by obtaining substitute

tenants but includes no examples requiring tenants to mitigate harms by abandoning their homes. And it makes sense because this Court recognizes that we treat people and the homes they live in differently from how we treat businesses. *See Espenschied v. Mallick*, 633 A.2d 388, 394-95 (D.C. 1993) (explaining that one of the differences between a residential and a commercial lease is that when a commercial landlord violates the warranty of habitability, it is reasonable to place a burden on the commercial tenant to mitigate the violations by fixing them itself and then suing the landlord for damages, while it is not reasonable to place that same burden on a residential tenant).

IV. THE LANDLORD DID NOT PROVE FAILURE TO MITIGATE.

When a duty to mitigate exists, the party asserting the failure to mitigate bears the burden of proof, meaning that it must prove the alleged failure and its unreasonable nature. *See Caesar v. Westchester Corp.*, 280 A.3d 176, 190-91 (D.C. 2022). The Landlord failed to meet this burden.

The Landlord asserts that Mr. Woodley failed to mitigate because "he could have moved into a separate newly renovated unit or received $5,000 to go elsewhere." Landlord Br. 7. But the Landlord did not – and never meaningfully tried – to meet its burden of proving that the options Mr. Woodley forewent were reasonable options that included no risk of substantial loss or injury.

The Landlord failed to meet its burden both as a matter of law and as a matter of fact. As a matter of law, the District has decided that it is only reasonable to force a tenant out of his home "to make repairs" under the circumstances described in detail in D.C. Code § 42-3505.01(f). It was reasonable for Mr. Woodley to decline to move when he was not offered even a small fraction of those statutory safeguards and assurances, especially proof that it was necessary for him to leave his home and assurance that he would be able to return.

The Landlord also failed to meet its burden factually. The Landlord provided far too little information to prove that Mr. Woodley acted unreasonably. The Landlord argues that the alternative apartment it offered Mr. Woodley was "on the first floor of one of [the Landlord's] renovated buildings." Landlord Br. 4 (added emphasis omitted) (citing SA 10-14). But the trial court made no finding on this point; instead, it simply referenced inadmissible (and apparently unsworn) statements by the Landlord to this effect, SA 10, and recited (without adopting as true) the Landlord's agent's testimony, SA 11.[6] And there was contrary evidence.

[6] Even if the court had made any factual findings on this topic, the Landlord cites only to the earlier TRO proceeding in this case. There are several problems with this. First, "the findings of fact and conclusions of law made by a court granting a preliminary injunction are not binding at trial on the merits," *University of Texas v. Camenisch*, 451 U.S. 390, 395 (1981), and necessarily so too with the findings of fact and conclusions of law made by courts deciding TROs. But, unlike with a court considering a preliminary injunction, evidence that is received on a TRO motion and that would be admissible at trial does not become part of the trial record and would

See SA 56 (Landlord citing an order stating that Mr. Woodley refused the Landlord's "offer to relocate him to another unit (*because it was on the third floor of a building*)") (emphasis added).

Moreover, Mr. Woodley's decision not to leave his home may have been reasonable for myriad reasons, even if he had been offered a different unit that was also on the first floor. Given his intimate knowledge of the complex where he lived, he stated that he was concerned that the other unit had pests. SA 11. The Landlord points to no finding or evidence that this concern was unreasonable. Moving would undoubtedly have been disruptive and traumatic for Mr. Woodley and his dogs; changing homes can be very difficult, especially for a person with disabilities. The new unit may also have been substantially smaller than Mr. Woodley's home or adjacent to a busy street or garbage dumpster. These unknowns mean that the Landlord did not meet its burden of proof.

Moreover, given the Landlord's burden, the trial court could not find a failure to mitigate without "particularized," "clear and reasoned findings," that the unit the Landlord offered him was "comparable" to Mr. Woodley's. *Walker v. Office of Chief Information Technology Officer*, 127 A.3d 524, 535 (D.C. 2015). But the trial court

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need to be repeated at trial. *Compare* Superior Court Rule 65(a)(2) (expressly providing that evidence received on a preliminary injunction motion and that would be admissible at trial becomes part of the trial record without the need to enter it into evidence) *with* Superior Court Rule 65(b) (providing no such mechanism for evidence introduced on a TRO motion).

made no such finding. Instead, it relied on a previous finding that the Landlord had acted "reasonably," which does not mean that the Landlord proved that Mr. Woodley acted unreasonably. *See* JA 3.[7]

V. THE DEFENSES THE LANDLORD RAISES FOR THE FIRST TIME ON APPEAL ARE FORFEITED AND MERITLESS.

On appeal, as at trial, the Landlord does not contest the uninhabitable condition of Mr. Woodley's apartment – a caved in ceiling, no working toilet or refrigerator, mice "running everywhere" – or the duration of that condition. Woodley Opening Br. 9. Nor does the Landlord contest that Mr. Woodley is entitled to at least $22,500 if it loses its mitigation argument. Woodley Opening Br. 9-12.

Instead, the Landlord maintains, without citation, that it later secured a money judgment of over $30,000 against Mr. Woodley. Landlord Br. 17. The Landlord did not obtain such a money judgment. Additionally, whether the trial court's judgment below was correct cannot turn on something that happened after that judgment was issued, and the Landlord's questioning of "the entire purpose" of this appeal, *id*.,

[7] And the earlier finding that the trial court cited was a finding from the TRO proceeding. The remedy question in the TRO proceeding was whether Mr. Woodley was entitled to the "extraordinary remedy" of a TRO which "may only be awarded upon a clear showing that [he] is entitled to such relief." *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7, 22 (2008). It would have been error for the trial court, in its final judgment, to rely on that equitable determination applying a very different standard on which Mr. Woodley had the burden to here hold that the Landlord carried *its* burden to establish that Mr. Woodley failed to mitigate his damages.

similarly says nothing about the issue raised in this appeal, which is whether the trial court awarded legally adequate damages to Mr. Woodley. And the Landlord did not plead this purported offset as a counterclaim or affirmative defense at trial and is foreclosed from making this new argument on appeal.

The Landlord asserts, also for the first time, that Mr. Woodley "came before this court of equity with unclean hands because he violated D.C. law, his lease, and general equity principles." Landlord Br. 16. This argument largely repeats the mitigation arguments addressed above and fails for the same reasons. To the extent the Landlord attempts to make a different argument relying on the principle of unclean hands, it fails because that doctrine "has no applicability in an action for damages." *Truitt v. Miller*, 407 A.2d 1073, 1080 (D.C. 1979); *see also Billes v. Bailey*, 555 A.2d 460, 462-63 (D.C. 1989) ("since [a party] seeks money damages, the equitable principle of unclean hands is unavailable as a defense").

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that I caused a true and correct copy of the foregoing REPLY SUPPLEMENTAL BRIEF OF APPELLANT to be delivered electronically, through this Court's e-filing system on December 26, 2025, to:

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STATUTORY ADDENDUM

D.C. Code § 42-3505.01(f)

§ 42–3505.01. Evictions.

. . .

(f)(1)(A) A housing provider may recover possession of a rental unit for the immediate purpose of making alterations or renovations to the rental unit which cannot safely or reasonably be accomplished while the rental unit is occupied, so long as:

(i) The plans for the alterations or renovations have been filed with the Rent Administrator and the Chief Tenant Advocate;

(ii) The tenant has had 21 days after receiving notice of the application to submit to the Rent Administrator and to the Chief Tenant Advocate comments on the impact that an approved application would have on the tenant or any household member, and on any statement made in the application;

(iii) An inspector from the Department of Buildings has inspected the housing accommodation for the accuracy of material statements in the application and has reported his or her findings to the Rent Administrator and the Chief Tenant Advocate;

(iv) On or before the filing of the application, the housing provider has given the tenant:

(I) Notice of the application;

(II) Notice of all tenant rights;

(III) A list of sources of technical assistance as published in the District of Columbia Register by the Mayor;

(IV) A summary of the plan for the alterations and renovations to be made; and

(V) Notice that the plan in its entirety is on file and available for review at the office of the Rent Administrator, at the office of the Chief Tenant Advocate, and at the rental office of the housing provider; and

(v) The Rent Administrator, in consultation with the Chief Tenant Advocate, has determined in writing:

(I) That the proposed alterations and renovations cannot safely or reasonably be made while the rental unit is occupied;

(II) Whether the alterations and renovations are necessary to bring the rental unit into compliance with the housing code and the tenant shall have the right to reoccupy the rental unit at the same rent; and

(III) That the proposal is in the interest of each affected tenant after considering the physical condition of the rental unit or the housing accommodation and the overall impact of relocation on the tenant.

(B) As part of the application under this subsection, a housing provider shall submit to the Rent Administrator for review and approval, and to the Chief Tenant Advocate, the following plans and documents:

(i) A detailed statement setting forth why the alterations and renovations are necessary and why they cannot safely or reasonably be accomplished while the rental unit is occupied;

(ii) A copy of the notice that the housing provider has circulated informing the tenant of the application under this subsection;

(iii) A draft of the notice to vacate to be issued to the tenant if the application is approved by the Rent Administrator;

(iv) A timetable for all aspects of the plan for alterations and renovations, including:

(I) The relocation of the tenant from the rental unit and back into the rental unit;

(II) The commencement of the work, which shall be within a reasonable period of time, not to exceed 120 days, after the tenant has vacated the rental unit;

(III) The completion of the work; and

(IV) The housing provider's submission to the Rent Administrator and the Chief Tenant Advocate of periodic progress reports, which shall be due at least once every 60 days until the work is complete and the tenant is notified that the rent unit is ready to be reoccupied;

(v) A relocation plan for each tenant that provides:

(I) The amount of the relocation assistance payment for each unit;

(II) A specific plan for relocating each tenant to another unit in the housing accommodation or in a complex or set of buildings of which the housing accommodation is a part, or, if the housing provider states that relocation within the same building or complex is not practicable, the reasons for the statement;

(III) If relocation to a rental unit pursuant to sub-sub-subparagraph (II) of this sub-subparagraph is not practicable, a list of units within the housing provider's portfolio of rental accommodations made available to each dispossessed tenant, or, where the housing provider asserts that relocation within the housing provider's portfolio of rental accommodations is not practicable, the justification for such assertion;

(IV) If relocation to a rental unit pursuant to sub-sub-subparagraph (II) or (III) of this sub-subparagraph is not practicable, a list for each tenant affected by the relocation plan of at least 3 other rental units available to rent in a housing accommodation in the District of Columbia, each of which shall be comparable to the rental unit in which the tenant currently lives; and

(V) A list of tenants with their current addresses and telephone numbers.

(C) The Chief Tenant Advocate, in consultation with the Rent Administrator, shall:

(i) Within 5 days of receipt of the application, issue a notice, which shall include the address and telephone number of the Office of the Chief Tenant Advocate, to each affected tenant stating that the tenant:

(I) Has the right to review or obtain a copy of the application, including all supporting documentation, at the rental office of the housing provider, the Office of the Chief Tenant Advocate, or the office of the Rent Administrator;

(II) Shall have 21 days in which to file with the Rent Administrator and serve on the housing provider comments upon any statement made in the application, and on the impact an approved application would have on the tenant or any household member; and

(III) May consult the Office of the Chief Tenant Advocate with respect to ascertaining the tenant's legal rights, responding to the application or to any ancillary offer made by the housing provider, or otherwise safeguarding the tenant's interests;

(ii) At any time prior to or subsequent to the Rent Administrator's approval of the application, make such inquiries as the Chief Tenant Advocate considers appropriate to determine whether the housing provider has complied with the requirements of this subsection and whether the interests of the tenants are being protected, and shall promptly report any findings to the Rent Administrator; and

(iii) Upon the Rent Administrator's approval of the application:

(I) Maintain a registry of the affected tenants, including their subsequent interim addresses; and

(II) Issue a written notice, which shall include the address and telephone number of the Office of the Chief Tenant Advocate, to each affected tenant that notifies the tenant of the right to maintain his or her tenancy and the need to keep the Chief Tenant Advocate informed of interim addresses;

(D) The housing provider shall serve on the tenant a 120-day notice to vacate prior to the filing of an action to recover possession of the rental unit that shall:

(i) Notify the tenant of the tenant's rights under this subsection, including the absolute right to reoccupy the rental unit, the right to reoccupy the rental unit at the same rate if the Rent Administrator has determined that the alterations or renovations are necessary to bring the rental unit into substantial compliance with the housing regulations, and the right to relocation assistance under the provisions of subchapter VII of this chapter;

(ii) Include a list of sources of technical assistance as published in the District of Columbia Register by the Mayor; and

(iii) Include a copy of the notice issued by the Chief Tenant Advocate pursuant to paragraph (1)(C)(iii)(II) of this subsection.

(E) Within 5 days of the completion of alterations and renovations, the housing provider shall provide notice, by registered mail, return receipt requested, to the tenant, the Rent Administrator, and the Chief Tenant Advocate that the rental unit is ready to be occupied by the tenant.

(F) Any notice required by this section to be issued to the tenant by the housing provider, the Rent Administrator, or the Chief Tenant Advocate shall be published in the languages as would be required by § 2-1933(a).

(2) Immediately upon completion of the proposed alterations or renovations, the tenant shall have the absolute right to reoccupy the rental unit. A tenant displaced by actions under this subsection shall continue to be a tenant of the rental unit as defined in § 42-3401.03(17), for purposes of rights and remedies under Chapter 34 of this title, until the tenant has waived his or her rights in writing. Until the tenant's right to reoccupy the rental unit has terminated, the housing provider shall serve on the tenant any notice or other document regarding the rental unit as required by any provision of Chapter 34 of this title, this chapter, or any other law or regulation, except that service shall be made by first-class mail at the address identified as the tenant's interim address pursuant to paragraph (1)(C)(iii) of this subsection.

(3) Where the renovations or alterations are necessary to bring the rental unit into substantial compliance with the housing regulations, the tenant may rerent at the same rent and under the same obligations that were in effect at the time the tenant

was dispossessed, if the renovations or alterations were not made necessary by the negligent or malicious conduct of the tenant.

(4) Tenants displaced by actions under this subsection shall be entitled to receive relocation assistance as set forth in subchapter VII of this chapter, if the tenants meet the eligibility criteria of that subchapter.

(5) Prior to the date that the tenant vacates the unit, the Rent Administrator shall rescind the approval of any application under this subsection upon determining that the housing provider has not complied with this subsection.

(6) If, after the tenant has vacated the unit, the housing provider fails to comply with the provisions of this subsection, the aggrieved tenant or a tenant organization authorized by the tenant may seek enforcement of any right or provision under this subsection by an action in law or equity. If the aggrieved tenant or tenant organization prevails, the aggrieved tenant or tenant organization shall be entitled to reasonable attorney's fees. In an equitable action, bond requirements shall be waived to the extent permissible under law or court rule.