

**DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION**

RH-TP-06-28,220

RH-TP-06-28,649

In re: 3133 Connecticut Ave., N.W.

Ward Three (3)

**DON WASSEM**

Tenant/Appellant

v.

**TANYA MARHEFKA,  
KLINGLE CORPORATION, and  
B.F. SAUL COMPANY**

Housing Providers/Appellees

**ORDER DENYING EXTENSION OF TIME**

August 28, 2023

**CARMICHAEL, ADMINISTRATIVE JUDGE:** This is the tenant’s second request in eight days to extend a deadline that was set, on his request, for September 1, 2023. We denied his prior request because it did not set forth good cause except to suggest that he had not made as much progress on his brief as he would have liked by this time. We noted, citing our recently revised rules as guidance, that while first requests for continuances will be liberally granted, subsequent requests will be subject to greater scrutiny. *See* 14 DCMR § 3815.4 (2021). Having already set the due date for the tenant’s brief months ago, we are not inclined to revise it further without a substantial reason. *See Ammerman v. D.C. Rental Accommodations Comm’n*, 375 A.2d 1060, 1063 (D.C. 1977) (“There is no doubt that continuances can upset an agency’s attempts to control its workload and to dispose of the cases before it expeditiously.”).

The tenant now renews his request, further explaining that he had unexpected work in another matter before the District of Columbia Court of Appeals, 23-AA-0524 (responding to an

order issued June 30, 2023, by August 7, 2023). We are not persuaded that this constitutes the kind of “unusually heavy workload” that was once cited by the Office of the Solicitor General in another case involving the tenant; that is a busy law office with multiple attorneys handling high volumes of cases, while the tenant is pro se and has only his own cases to handle. Nor does it appear that any of the extensions of time that the tenant cites were second requests. Moreover, the tenant seems to have found time to prepare this motion – 10 pages, including attachments – to relitigate the extension that was denied earlier this week.<sup>1</sup>

Accordingly, the tenant’s renewed motion for an extension of time is **DENIED**.

**SO ORDERED.**


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TOYA CARMICHAEL, ADMINISTRATIVE JUDGE

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing **ORDER DENYING EXTENSION OF TIME** in RH-TP-06-28,220 & RH-TP-06-28,649 was mailed, postage prepaid, by first class U.S. mail on this **28th day of August, 2023**, to:

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<sup>1</sup> The tenant based his prior motion, in part, on a forecast of extreme weather in his area. We suggested that he might renew his motion if an actual, rather than potential, emergency affected his ability to work, but he makes no suggestion in his renewed motion that it did.