

**District of Columbia  
Court of Appeals**



**No. 22-DA-3**

WASHINGTON PARKS & PEOPLE,  
Applicant,

v.

**2020 SC3 2240**

KERSTIN TEBBE,  
D/B/A COLLECTIVE MIND, LLC,  
Respondent.

BEFORE: Glickman and Howard, Associate Judges, and Steadman, Senior Judge.

**ORDER**

On consideration of the application for allowance of appeal and the opposition thereto, the unopposed motion to supplement the record, and the trial court record, it is

ORDERED that the motion to supplement the record is granted. It is

FURTHER ORDERED that the application for allowance of appeal is denied. *See Sturgis v. Kanter*, 728 A.2d 1229, 1230 n.2 (D.C. 1999) (stating this court usually grants applications for allowance of appeal where applicant “states grounds showing apparent error or a question of law, which has not been but should be decided by this court.”) (citation omitted). Applicant seeks to appeal the trial court’s interpretation of the parties’ contract that respondent’s deposit was refundable under Section 1(a) of the contract because applicant could not provide the rental space as agreed due to COVID-19 restrictions. We conclude that the trial court’s interpretation of Section 1(a) was reasonable and that because applicant could not perform and therefore effectively cancelled the contract, respondent was entitled to a refund of its deposit. *See Carlyle Inv. Mgmt. L.L.C. v. Ace Am. Ins. Co.*, 131 A.3d 886, 895 (D.C. 2016) (“Where the contract language is not susceptible of a clear and definite meaning—i.e., where the contract is determined by the court to be ambiguous—external evidence may be admitted to explain the surrounding circumstances and the positions and actions of the parties at the time of contracting. . . . [T]he correct interpretation becomes a question for a factfinder.”) (internal quotation marks and citations omitted); *Nest & Totah Venture, LLC v. Deutsch*, 31 A.3d 1211, 1218 (D.C. 2011) (stating that the court will reverse the trial

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court's factual findings "only if they are plainly wrong or without evidence to support them.") (internal quotation marks, brackets, and citations omitted).

**PER CURIAM**

Copies e-served to:

Honorable Heidi M. Pasichow

QMU – Civil Division

Hannah Bingham, Esquire

Mohaimina Haque, Esquire

cml