My name is Sarah Heaton. I am a condominium owner in a building on Rhode Island Avenue NE that is across the street and in the next block from the development involved in this case. I have lived at 318 Rhode Island Av NE #101 for ten years, and in the District of Columbia since 1997. I have never before taken an interest in zoning minutiae, but I do have grave concern about the affordability of housing in the city. I urge the BZA to not grant the zoning exception requested by the developer in case 19101. I understand from the Statement of the Applicant that the developer claims ignorance and absence of warning or information from DCRA about inclusionary Zoning. Unfortunately those claims are not a valid defense for not complying with the law. The IRS does not notify a newly employed young person that they must file a tax return by April, and the police officer does not allow a driver to speed if s/he did not see the speed limit sign. It is the responsibility of the developer to know the specific requirements of his profession and project in a particular locale, and/or to hire knowledgeable staff or consultants. It is the developer's responsibility to ensure that paperwork filed at his direction is complete and accurate. His claim that the permit expediter submitted incorrect information may be an unfortunate error, but DCRA is not to blame and the law remains the law and must be adhered to. I find it incredible that a professional in the housing construction realm in the District of Columbia would not know the basics of affordable housing requirements in multi-family developments, given that they appear in popular media on a monthly, if not weekly, basis. In particular, I find it unbelievable that the developer would know the ZA can grant an exception on lot size if less than 2% change (an action he took as recounted in the Statement of the Applicant), but not know that inclusionary zoning might apply. Whether the developer overlooked the IZ requirements by ignorance, evasion or deception, the District cannot afford to lose two affordable housing units that are due by law. No reduction in the requirement or other accommodation should be made. A fine or alternative concession will not amount to two tangible housing units that are desperately needed in the city. The Statement of the Applicant indicates the development will still be profitable even if two units are made affordable. Since units are still under construction, he may even downgrade finishes in the affordable units to stem his losses. His bank certainly has discretion in whether to foreclose, and is unlikely to do so in this market if the borrower's circumstances otherwise indicate the bank will be fully paid. In any case, the mortgage is not the concern of the BZA. I urge the BZA to stand firm on the IZ requirements and to not grant an exception in BZA case 19101.

Submitted on 9/23/2015 by:
Sarah Heaton
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