

ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA

**DORCHESTER HOUSE APARTMENTS EXPANSION
2480 – 16TH STREET, N.W.,
WASHINGTON DC**

CASE 04 – 36

**ADDITIONAL TESTIMONY ON BEHALF OF
DORCHESTER HOUSE TENANTS**

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At the previous hearing held on March 30, 2006 before the Zoning Commission during the landlord's presentation there was a feeling of déjà vu – all over again. A rich powerful landlord with his hired experts and high priced lawyers against pro se tenants. Quite frankly I felt rather discouraged. Consequently I had planned to just read my submitted testimony into the record and call it a day. My hope continued to decline with the testimony of the office of Planning in support of the landlords. However my hope began to grow when the cross examination of the landlords' testimony by the Zoning Commissioners occurred. My hope continued to rebuild by listening to the testimonies of Christine Saum of the National Planning Commission, S. Batra from the Reed-Cooke Neighborhood Association and that of our ANC-1C Commissioner. However my hope really soared when the ANC chairman Mr. Roth did a masterful job at revealing the weaknesses in the landlords' plans and presentation. We the tenants of the Dorchester House wish to thank those presenters very much for their support; we are very grateful to you.

Several other things dawned on me during the hearing most obvious were the following:

- 1]. There was a general lack of details and specificity in the maps displayed by the landlords making it difficult to fully realize the extent of the proposed changes.
- 2] How little information the Dorchester House tenants had going into the hearing in spite of the fact that Dorchester Tenant Association (DTA) president Elinor Johnson had made a request for said information; her request was ignored. Landlord entered into the record that the reason they did not meet with the tenants was because they were in a lawsuit regarding the election of officers. We believe that the landlords is just making excuses because during that period we had a court agreement that while things were being sorted out in mediation the status quo of the DTA was to be maintained. This meant that if the landlord really wished to meet with Dorchester tenants they could have done so through Campbell Johnson, the president of DTA at that time. Besides our election took place since October, 2005 yet no attempt was made by the landlords to contact us about meeting. It was we who contacted the landlords requesting a meeting. We were then informed that landlords will not meet us in the building; we had to agree to meet at another location some blocks away. That maneuver was not lost on tenants; it was clear to us that landlord wish to minimize the participation of tenants at the meeting. Some of us

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attended the meeting anyway in spite of the fact that it was only a few days removed from the Zoning Commission hearing. Many tenants did not attend.

The not so obvious observations made at the hearing were the clever games that were played out in the presence of the Zoning Commission viz.:

1] In order for the landlord to transfer 16th Street Zoning parameters to the 17th Street Zoning parameters landlords made the attempt to satisfy the requirement of Rule 2401.3 of the DC Municipal Regulations that calls for “contiguity” between the two buildings by proposing the construction of a “minimal connecting link” between the buildings. In order to do so the most beautiful gardenlike green space adorned with matured majestic trees will be destroyed and will be replaced by some cosmetically designed allotted green space area which pales in comparison to what was there previously. It is pretty obvious that the only reason for constructing the “minimal connecting link” is to be able to transfer the parameters of one zone (R-5-D) to that of another (R-5-B) so as to represent the two buildings as one. It is obvious that landlord is about to construct a building that is much different than the existing building; two stand alone building, each independent of the other and therefore the landlords should not be allowed to qualify them as one building based on a “minimal connecting link”, a connection of convenience.

2] In an attempt to provide parking spaces during the period when the present parking lot is not available landlords is planning to destroy not only the two other gardenlike green spaces along with their beautiful shade trees but also some pedestrian sidewalks on the Kalorama Road side of the Dorchester House. Destruction of sidewalks will expose pedestrians, thus affected, to unsafe and hazardous conditions. In addition the anticipated traffic load placed on 17th Street delivery entrance by the delivery trucks of Harris Teeter grocery (40 a day, we are told) plus the landlords’ planned 17th Street entrance to the new building juxtaposed right next to the Harris Teeter delivery site entrance promises to be a horrendous if not nightmarish traffic and parking problem. Besides 17th Street is a narrow street with just two available lanes that are incapable of accommodating such congestion.

3] When the question was put the land lord as to how long will the new building remain a rental their only response to such inquiry was that at present they had no plans to convert to condo. However the writing is on the wall. Most of the rentals in the new building will be high priced and as such will be out of rent control. Currently landlords have already started a project to put individual meters in each apartment and in the present Dorchester House and is about to make major renovations to the present building that can result in major “temporary” displacements and resulting in drastic changes in rents that will make the “temporary” displacements permanent. Connecting the dots one can foresee that by embarking on a gradual process of displacements followed by non affordable rent increases the landlords will slowly but surely make the two buildings one building free from rent control. Under this scenario the proposed “minimal connecting link” that attempts to make the two buildings one looms large in importance. Should the landlords be allowed to get away with this “false linkage” Dorchester House tenants and others in the community will suffer immensely?

Because of these games played out before the Zoning Commission we are convinced that the landlord is trying to put lipstick (the games; false amenities packages) on a pig (their proposed plans). Actually the games that people play knowingly or inadvertently can have profound negative effects and even unintended consequences. The Intent of the landlords may have been noble. What they intend to do is clear. What is not so clear and what we who are opposed to their plans are trying to make clear before this august body of Commissioners are the Effects of their Intent on the tenants of Dorchester House and members of the surrounding community. Focusing mainly on the Intent of their proposed plans without equal concerns for probable Effects is indeed irresponsible and even reckless.

Violation of Title 11, Chapter 24 DC Municipal Regulations

Some Rules under Sections 2400 PUD) of chapter 24 were violated viz.:

2400.2

Rule calls for “...provision of desired public spaces and amenities;”

Violation – the proposed “desired public spaces” are not desired by the ANC’s, the Reede-Cooke Neighborhood Association (RCNA), the National Planning Commission (NPC) nor by the tenants of Dorchester House (t-DH)-as per testimonies.

2400.3

Rule calls for “....compatibility with city wide and neighborhood goals and sensitivity to environmental protection and historic preservation objectives;”

Violation – clearly there is little or no compatibility with the concerns of ANC’s, RCNA, NPC, and t-DH and little or no environmental protection as is seen from the destruction of the various green garden like spaces and matured majestic trees.

2400.4

Rule calls for”...assurance of adequate standards for the protection of public health, safety, welfare and convenience;”

Violation – the placing of parked vehicles right under the bedroom windows of some apartments become a serious health hazard during summer months when tenants tend to leave their windows open to get fresh air. This does not give assurance to those tenants in that location that adequate standards are being put in place for the protection of public and their health safety welfare and conveniences. Additionally, the proposed disruption of the sidewalk on the Kalorama side of Dorchester House does not meet assurance standards that pedestrians will view as adequate protection of their health, safety, welfare and convenience.

2401 Area Requirement

2401.1

- b) ...minimum area requirement for zone division R-5-B is 1 acre;**

Violation – The parking lot area does not appear to be 1 acre.

2401.3 ...buildings should be contiguous

Violation – “minimal connecting link” proposed is analogous to the landlords releasing two bird flu birds on us. One of those birds (the lipstick bird) flies between R-5-B and R-5-D trying to make those two zone districts one (perhaps creating a new zone district - zone R-5-BD – one strain of the bird flu). The other bird (the irresponsible bird) flies between the Intent of the proposed plans and the probable Effects of the proposed plans without seriously acknowledging what those Effects can be. Pursuing Intent without adequately accounting for the Effects must be considered as irresponsible. It seems to reason that in order to avoid the spread of the bird flu in zones R-5-B and R-5-D we must kill those two birds with one stone – the stone of denial of the proposed plans submitted by applicants.

2404 Filing Requirement

2404.9 Notice to the relevant parties SHALL also include applicants availability to discuss the proposed development with all interested and affected parties.

Violation – This condition was never met by applicant. If we the tenants of the Dorchester House through our DTA president Elinor Johnson did not request a meeting with applicant we would have entered the hearing without meeting applicant. Applicant was quick to point out that the reason for not meeting with us was because the DTA was engaged in a lawsuit over election of officer and perhaps could not wait on us to resolve the issue. Two things: 1] there was a court agreement that the status quo shall prevail while we sort a solution to our problem. This meant that DTA was alive and was to be represented by Campbell Johnson until in the interim. So applicant could have address the tenants via Campbell Johnson. 2] New officers were elected since October, 2005 satisfying the mediated agreement between the contending parties bringing a resolution to the conflict, but still there was no request for a meeting with our tenants was made by applicant since that time. Surely 2404.9 was violated.

In closing I wish to mention that the Dorchester House tenants represent a cross section of America - there are seniors, the middle aged and the young; people of all races, colors, religion and nationality. Some of us have lived here well over ten years now and will like to continue living here. Should the landlord be allowed to move forward with their plans, in the grand scheme of things many of us tenants

may be eventually displaced. Even right now some of us are beginning to feel like the last hold outs against the ravages of gentrification.

The other night some tenants of the Dorchester House braved the night to attend a meeting with Mr. Hoskinson that he scheduled some blocks away from the Dorchester House. I was really touched by a tenant who came to the meeting in a wheel chair and accompanied by his wife. At the end of the meeting some of us rallied around the wheel chair participant and walked he and his wife safely back to the building. In the group some us were young, some not so young, some white, some black individuals; for sure none of us were rich. We were just a group of tenants who cared for each other and who care for our home.

Finally we understand that of course the landlord is within their rights to build a separate building on the parking lot under the zoning laws governing that zoning area. However we strongly disagree with landlords' request to do otherwise.

On behalf of the tenants of the Dorchester House we wish to thank the members of the Zoning Commission for giving us an opportunity to voice our opposition in this matter before you.

Submitted by:

**Rudolph Douglas.
Member of Board of Directors
Dorchester Tenant Association**