

PETITION IN OPPOSITION TO THE DORCHESTER HOUSE APARTMENTS EXPANSION

We the undersigned tenants of the Dorchester House Apartments, 2480 16th Street, N.W., Washington, 20009 are opposed to the application of 04-36 (the Dorchester Expansion). The expansion will reduce the quality of life, safety and habitability. The project will increase congestion and result in the loss of affordable rental housing and parking. Moreover, this project will have an adverse economic and social and impact on all residents.

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9 Brian Lombard	#617			3-15-06
10. LISA HOLLEY	#617	202-262-7921		3/15/06
11. Sheryl Winick	#637	202-271-2099		03/15/06
12. Carolyn Davis	#916	202-319-1008		3/15/06
13) PAT PATRICK	#810	797-1513		3/15/06
14. CA. Chapman	#320	483-0354		3-15-06
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ZONING COMMISSION
District of Columbia

CASE NO. 04-36

ZONING COMMISSION

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EXHIBIT NO. 125

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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**

At the previous hearing held on March 30, 2006 before the Zoning Commission during the landlord's presentation there was a feeling of *deja' 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

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

ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA

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

CASE 04 - 36

**REASONS FOR DISALLOWING THE PROPOSED
DORCHESTER HOUSE EXPANSION**

On behalf of resident tenants of the Dorchester House the following arguments are offered as to why the Zoning Commission Should Not Allow the zoning amendments requested by the landlords.

PREAMBLE

Many of the current tenants moved in the Dorchester House for its beautiful external appearance, the spacious apartments, the wonderful landscaping with large age old trees and delightful green gardens. To an onlooker, it is almost as though the Dorchester House should be declared a historic site.

However if the landlords have their way before the Zoning Commission, those beautiful trees will be gone so also will the green gardens spaces as we know them since the landlords intend to replace them with "green spaces" we do not appreciate. In addition the few remaining affordable apartments are programmed for extinction since the present apartments are due for a luxury upgrade in order to charge present tenants more rent. Apparently not only is the image and ambience of the Dorchester House as we know it in serious jeopardy but also many tenants who are senior and those on fixed income stand to be displaced by the landlords' future plans for the present Dorchester House. Besides these proposed changes in the landscape of the yard area amounts to the violation of our leases which we signed with the expectation of enjoying the ambience of the shade trees and green gardens.

Parking Problem

It is to be expected that with additional tenants enter the Dorchester complex, parking for those tenants who may not be able to afford the fee for parking in the garage will be on the streets. At present the streets around the proposed building complex is at a saturation point where parking is concern. The question then is where those people are going to park.

Another point is during the destruction of the present parking lot and the construction of the new facility where will tenants park? I believe landlords plan is to create a new parking lot on the Euclid street side near to the sixteen street side,

right under the windows and outside the patios of tenants in that area of the building. This is one example of the resultant destruction of green garden spaces and the falling of aged old trees. Here, there is a lack of assurance that adequate standards are put in place for the protection of tenants' health safety because of the potential of excess exhaust fume and vehicular noise in close proximity with apartments. Surely this planned parking area is not a desirable public space. Excavation of the last remaining garden space will occur in order to construct the underground garage. Needless to say, once more matured shade trees will be sacrificed. When earth surfaces are replaced by concrete or other artificial surfaces the heat from the sun is not absorbed but is reflected back causing a rise in temperature of the affected area and more water run off to the surrounding areas

Connecting Building

Clearly landlord is constructing the connection between the two building in order to satisfy the "contiguous" clause contained in Chapter 24 of the District of Columbia Municipal Regulation, Title 11, section 2104.3. However in so doing such construction will negatively impact on the tenants on that side of the building. The negative effects include excess noise and the actual displacement of some tenants in that area of the building.

Rent Controlled Building-Non Rent Controlled and Luxury Creep

Landlord is attempting to merge a supposedly rent controlled building with a non rent controlled. The understanding is that the new building will be a luxury apartment building with a few affordable apartments set asides. However already the landlords have embarked upon the luxury upgrade of the apartments in the existing apartment building with the promise that tenants will be charge market rates. Such on going project in the existing building will lead to extensive tenant displacements and a gradual phasing out of the few remaining affordable rentals units that presently exist. All things consider this proposed merging of the two buildings promises to be a classic case of a "luxury creep conversion" involving a rent controlled building and a luxury building.

R -5 - B Merged With R 5 D

The zone of the proposed new building is supposedly in a split zoned area of R -5 B and R -5- D. Actually it appears that the bulk of said building will be in R 5- B; only the connecting structure will be in the R -5- D zone. Hence since the proposed luxury apartments units will be exclusively in zone R 5- B then the density for that part of the building should be what zone R 5- b density mandated to be. It is obvious especially when considering the landlords initial plans that the only reason the connecting building is being introduced is to make an argument for the transference of R -5- D density to

R 5- B density and not for the convenience of the public good as is stated. It is our belief that this merger maneuver is simply a move to maximize landlords' return on their investment. What it does inadvertently is it increases the density of the number of tenants who may need to park on the street. We know it is like musical

chairs finding a parking space around the Dorchester. Some tenants decide just not to possess a vehicle because of the existing parking problem.

Public Use – Public Good – Public Purpose

When one examines this proposed venture from the lens of the Public Use vis a vis Public Purpose one realizes that the majority of the Public that may use the facilities will be the tenant occupants of the complex. One then wonders what Public Purpose was the motivation for the proposed venture. Certainly it was not for the enhancement of the quality of life of the tenants of Dorchester House. Landlords are busy courting the support of our neighbors by providing amenity packages to Jubilee Housing and the Meridian Park Association but they neglect to offer anything to Dorchester House Tenants but grievances, inconveniences, possible displacement of tenant and an eventual erosion of the few remaining affordable rental apartments. So where is the Public Good as far Dorchester House tenants are concerned? It seems to be sadly overlooked or more exactly – ignored.

The Lipstick – The Pig

Landlords' willing to court the support the surrounding neighbors by offering them amenity packages, landlords' attempt to adjust the density of the R - 5- B zone to that of a R 5-D zone and landlords' proposed solution of the parking problem are the lipstick (cosmetics). The Pig is the potential discomforts, inconveniences, parking headaches, destruction of aged old trees and green gardens, displacement of tenants by the erosion of affordable housing and the creep of luxury apartment conversions; all this accompanied by a blatant disregard for the health welfare, safety and quality of life of the present Dorchester house tenants.

Conclusion

Honorable members of the Zoning it is the opinion of many tenants at Dorchester House that the landlords in constructing this proposal have the Lipstick on a Pig. For that reason we respectfully request that you deny the zoning amendments sought by the landlords.

Submitted by:

**Rudolph Douglas
Member, Board of Directors
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facsimile transmittal

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Chairman Carol J Mitten

To: ZONING COMMISSIONERS Fax: 727-6072

From: Eleanor Johnson Date: 4/27/06

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DTA's (Dorchester House Association
and fellow tenants Petition in
Opposition to Dorchester House
Expansion. Case #04-36
including Rudolph Douglas's
post hearing statement