

URBAN HOUSING ALLIANCE

Campbell C. Johnson, III, Chair
2480 Sixteenth Street, N. W., #234
Washington, D. C. 20009

(202) 232-1127
FAX: (202) 232-8771
cjohnson-edi@mindspring.com

Testimony of Urban Housing Alliance, Campbell Johnson and Dorchester Tenants Association

on

Dorchester House Associates, LLC & Kalorama West, LLC PUD & Zoning Commission Case #04-36

March 30, 2006/ April 13, 2006 (revised)

Presented by:

Campbell C. Johnson, III
Chair, Urban Housing Alliance
President, Dorchester Tenants Association
(throughout relevant period)

RECEIVED
D.C. OFFICE OF ZONING
2006 APR 27 PM 4:42

Good evening Chairwoman Mitten and board members, my name is Campbell C. Johnson, III. First, I thank you for holding this hearing. However, I believe the hearing is premature because it is only looking at several issues and I believe you need a balanced, comprehensive and broader perspective. If approved, the proposed actions will cause irreversible harm to a fragile, at risk neighborhood. In the present context of the neighborhood's development, the proposed project will be totally out of scale for the adjacent streets, neighborhood configuration and heavy traffic congestion that already exists. Despite proposed street reconfigurations and traffic pattern adjustments, this project will deeply undermine the quality of life for all residents living in the neighborhood. (Four large apartment driveways enter the streets within one half block of the proposed project.) It will conflict with the interests of the neighborhood in maintaining its residential character and it conflicts with the Reed-Cooke Overlay, which was developed in consideration of the residents' desire to maintain its residential character. **Both of the groups I represent and I oppose the Commission's approval of the project,**

Motion #1

On behalf of the Urban Housing Alliance, Dorchester Tenants Association and Campbell Johnson, I move that the Commission reconsider and reverse its decision not to admit each of the above parties to this proceeding.

On April 13, 2006, I had to respond to a medical emergency pertaining to my aunt and was unable to arrive at the hearing at its beginning. She is 82 years old, lives alone and suffers from dementia in addition to several health challenges. I am her closest relative and, for the past five years since her husband's death, have had primary responsibility for her medical care (getting her to appointments, filling prescriptions, etc.), food, housing maintenance and related responsibilities.

**ZONING COMMISSION
District of Columbia**

CASE NO. 04-36
ZONING COMMISSION
District of Columbia
EXHIBIT NO. 126
CASE NO. 04-36
EXHIBIT NO. 126

I am a continuing resident of the Dorchester House. I am chair of Urban Housing Alliance (a community based organization, located at the Dorchester House, incorporated in the District, and with a majority of our directors resident in the Dorchester House). I am also president of Dorchester Tenants Association ("DTA"; current litigation in process). I was elected president in 2000. However, the litigation is resolved I am a continuing board member and have total agreement of the sitting DTA party with my testimony and motions.

Motion #2

The hearing should be continued or, preferably set for a re-hearing ("de novo") to:

- **give the parties an opportunity to question the applicant on the materials he submitted just prior to the April 13, 2006 hearing;**
- **require the applicant to review and seek the concurrence of the parties to his construction management plan; and**
- **require more details on proffers and require the applicant to post its hearing notice in several conspicuous places in the Dorchester House for at least a week.**

The applicant provided the Commission with a substantial amount of new materials no earlier than late in the day before the last hearing. All parties that I represent are participating in this proceeding "pro se". In fact, to my knowledge all parties representing the community are "pro se".

The applicant knows that it would take us a reasonable amount of time to examine the new materials so that meaningful questions could be developed. The parties and interested witnesses have much at stake in regard to what will be taking place out side their doors and inside their apartments if this application is approved. The Commission should allow these persons with so much at stake to have the opportunity to review the materials and/or secure legal counsel.

There will be a huge disruption in the lives of all Dorchester residents under the best of circumstances, if this project is approved. However, the applicant has demonstrated that he, Mr. John Hoskinson, and his associates have little regard for the well being of his tenants or the community. (Noted in many instances below.)

While he made many overtures in the neighborhood, as noted in sections below, he only presented this matter to the Dorchester tenants in March 2006. The presentation

was by means of a one page memo that was put on outside doors and a bulletin board. It was not distributed to all residents.

Similarly, the hearing notice was only placed, briefly, on one outside door. There are five outside doors in the building.

Attached are copies of a Capital Improvement petitions which demonstrate the applicant's inclination to proceed with projects without required permits. When the applicant's failure to have required permits was demonstrated, he tried to appeal and his appeals failed. (See page four and conclusions on attached Decision and Order – appeal).

As you will see, the applicant made his presentation before a very friendly forum. Following the hearing after all the evidence was presented and challenged, the hearing examiner, contrary to law, allowed the applicant to withdraw his application “without prejudice”. This decision was overturned on appeal.

It should be noted that in that hearing, the applicant also attempted to have expired contracts, unsigned contracts and **incorrect drawings** entered into evidence. These behaviors, along with the issues noted below indicate that for public safety, the applicant should be required to enter into substantive agreements before gaining the approval of the Commission to proceed.

Citadel Gas Station and Storage Tanks

Also, before considering approval of the proposed actions, the Commission should give serious consideration to the fact that this property abuts a building (The Citadel 1631 Kalorama Road, N. W.) that previously included an automobile gas station. Environmentally, neither the applicant nor the prior owners have done anything toward removing the gas tanks that were kept underground. The Citadel building's entire property line abuts the proposed site of the applicant. The only place that underground gas tanks could have been located is under the south side of the parking lot on which the applicant's building and garage will be located. (District government officials indicated that the three 4,000 gallon storage tanks would not have been located in the building)

The Environmental Health Administration indicated that data reported to the Underground Storage Tank Division stated that the tanks were removed December 2005. However, the proprietor of the neighboring Dorchester Market, a police officer and this witness have no information indicating that any such tanks were removed from the parking lot area or from within the building. Since the above persons are in that vicinity on a daily basis, it is clear that the tanks were not removed.

Lack of Notice to Dorchester House Tenants

Notices of the Zoning Commission hearing were only placed at one entrance to the building. (This witness saw no notice at all.) There are four other entrances to the building. Many persons who drive or use one of the other entrances were likely to have not seen the official notice.

In his attached April 4, 2006 notice to tenants, which was placed in the elevators, the applicant claimed to have met with the tenants association. This meeting took place in mid March 2006. . On this occasion, Mr. Hoskinson did not make the presentation in the Dorchester House lobby, where he and others customarily meet with tenants. His presentation took place two blocks away where disabled and elderly tenants would face substantial obstacles in attending. Neither Mr. Hoskinson or his new management company provided tenants with notice of this meeting.

While Mr. Hoskinson had been silent about his project with Dorchester tenants, I understand that he has "shopped" the project to at least two neighborhood groups, without success. I understand that he is offering a \$100,000 contribution to Jubilee Housing based on his receipt of work permits related to this project.

Motion

Having applied for party status on three bases, I move for a continuance of this hearing until the Commission requests and receives a report from the Department of Health in regard to removal of the gas tanks or abatement of the potential for creating a major health hazard for residents in the neighborhood and to provide an opportunity for all Dorchester House tenants to be provided with proper notice of the hearing. For reasons regarding credibility, identified below, I ask that the Commission not rely on the applicant to provide a commissioned/contracted report on this situation.

I am a tenant in the Dorchester House, a 394-unit building that includes a number of professional and business offices and several stores. The building is located at 2480 Sixteenth Street, N. W. I was elected president of the Dorchester Tenants Association in 2000 and have been a tenant and board member for 26 years. The proposed development project will be on the parking lot right behind our building and attaches directly to our building.

Silence about the Project while Shopping the Project

Only within the past two weeks has Mr. Hoskinson provided any opportunity for Dorchester tenants to learn about this project. On this occasion, Mr. Hoskinson did not

make the presentation in the Dorchester House lobby, where he and others customarily meet with tenants. His presentation took place two blocks away where disabled and elderly tenants would face substantial obstacles in attending.

While Mr. Hoskinson had been silent about his project with Dorchester tenants, I understand that he has "shopped" the project to at least two neighborhood groups, without success. I understand that he made a \$100,000 contribution to Jubilee Housing that was in some way related to this project.

Economic Development and Neighborhood Connections

I am Chair and CEO of the Urban Housing Alliance, which is a D.C. community-based organization. Three of our directors reside in the Dorchester.

The Alliance's mission is to design, organize and implement empowerment initiatives with at-risk residents to challenge displacement. Our constituents include renters, homeowners, seniors, disabled persons, aspiring homeowners and small, community-serving businesses. We believe that economic development can and should uplift a community. It does not have to uproot its residents.

I have 30 years of professional economic development experience in the private and public sectors. I am a former Controller in a major mid-Atlantic bank; EVP of a national development finance firm and business development manager in a state economic development department.

I try to look at the big picture when considering an economic development project. Looking at the big picture and the small picture, this project and a principal in the project, Mr. John Hoskinson, do not deserve the Commission's approval of this application. It will be a huge mistake for the neighbors, the neighborhood and the District of Columbia.

Disregard for Tenant Safety & No Benefit of a Doubt

In presentations of this sort the Commission may accept an applicant's statements on face value or afford an applicant the benefit of a doubt. For substantive and verifiable reasons, this deference should not be granted to Mr. Hoskinson and this application.

For more than a decade Mr. Hoskinson led the Dorchester's property management company (MPM, Inc.) and the Dorchester House ownership group. His business policies and practices clearly demonstrate a callous disregard for the safety and well-being of tenants and an absence of truthfulness.

During the evening of Wednesday, April 6th, 2005 a powerful fire (see attached Dorchester Tenants Association NEWS, April 10, 2005) destroyed much of apartment 242. At least 10 fire trucks responded to the blaze. Firemen used axes to break into the

doors of 14 apartments on the affected wings of the second and third floors. While flames were confined to the one apartment, there was considerable smoke damage throughout the affected second floor wing. Heavy smoke was observed on most floors.

As DTA president, I interviewed about 50 tenants outside the building on Kalorama Road and Euclid Street. **They reported no fire alarms sounded although at least three tenants reported pulling the switches. No smoke detectors were heard anywhere in the building. No staffers were organized to provide notification to tenants before the firemen arrived. Firemen evacuated many tenants.**

Thursday evening Mr. Hoskinson held a meeting in the lobby to inform some tenants about the fire. He claimed that fire alarms are tested monthly. But, questioned tenants stated that fire alarms had not been heard in at least three years. Mr. Hoskinson claimed that the alarms are tested monthly, silently.

Interestingly, the fire inspector met with tenants a day or so later. After examining the building, the fire inspector indicated that testing fire alarms required the sounding of the alarms. Also, after repairs were made, testing of fire alarms could be heard throughout the building for several days.

For more than six months following the fire and fire inspections, one of the building's three elevators was shut down. The reason was because the emergency telephones on all of the elevators would not communicate with the desk. Management failed to contact a repair company to make the repairs for at least three months.

These are not isolated incidents. During the winter several years ago, Mr. Hoskinson allowed Dorchester tenants to suffer a lack of heat & hot water for more than three months. (See attached DTA NEWS, December 2000 & November 13, 2003) Space heaters were provided to tenants only after DTA alerted tenants that management should provide these to help compensate for the failure of the boiler.

In an effort to get a Capital Improvement petition passed for a very expensive and unnecessary fire suppression system, Mr. Hoskinson used stale dated contracts; project diagrams that were shown during the hearing not to reflect the actual project; and failed to produce many required business and management certifications.

At the end of the DCRA hearing Mr. Hoskinson's proposal was found so lacking that he instructed his attorney to ask the hearing examiner for leave to withdraw his proposal "without prejudice". While the pro-management examiner granted this request, he was reversed on appeal.

Mr. Hoskinson would claim that he is providing affordable housing units in the current building and the new structure. However, the affordable units did not result from any kindness of Mr. Hoskinson but from the diligent efforts of DTA, another group of tenants, and various individual tenants to challenge illegal rents and housing code violations. During approximately 12 years of management by his firm, MPM, Inc., he solicited at least 12 Capital Improvement (CI) petitions. Several were defeated. But, some CI petitions included such things as a gymnasium, which would have been paid for by all tenants and for which he charges memberships.

Mr. Hoskinson has displayed highly developed level of greed and fundamental hostility toward tenants. Around this time last year, when he purchased a building west of the Park (on MacArthur Blvd.). The Washington Post reported that he took out the central air conditioning so that he could charge tenants for individual air conditioners that he would require them to purchase from him. Also, he charges for electricity for air conditioning even though the Dorchester is a master metered building.

Increased Parking Congestion

The streets throughout the immediate area are very congested and parking is extremely difficult. Over 120 cars currently park on the Dorchester parking lot. Mr. Hoskinson has made no legitimate provision for current residents to park during the construction period.

The proposed spaces on the Dorchester's green space is problematic. For example, parking adjacent to Euclid Street, where my apartment is located, will place residents in that area at a great risk of breakins since the security fence will have to be undermined.

Additionally, Mr. Hoskinson has oversold the current parking lot. The prices are among the highest in the neighborhood. While there is a waiting list of residents, he has also sold spaces for "daytime" users to maximize his profits.

It is clear that the spaces in the new building's garage will be so expensive that most tenants will not be able to afford the rates. Mr. Hoskinson's greed will not just jeopardize current tenants now but aggravate congestion in the future.

He should be required to sign a document providing damages for tenants and other consequences to require him only to rent these spaces to tenants. Such rentals should be on a basis equal to the least similar parking available within ½ mile of the Dorchester

Existing Heavy Neighborhood Traffic Burden

First, it must be noted that Kalorama Road and the adjacent streets are very small with one driving lane in each direction. These streets are currently heavily burdened with neighborhood and commuter traffic. The proposed apartment building would cause major gridlock throughout the day and evening on all adjacent streets. The proposed variances and one-way routing of traffic on Kalorama Road and 17th Street are not well thought out and would not solve the project's problems. (For example, a one-way 17th Street would be one block from Mozart Place, which is also one way northbound.)

Kalorama Road has two major apartment buildings on it. There are two large condominium-apartment buildings currently under construction at the corner of 17th Street. A huge project was recently completed a short block and a half away toward 18th Street.

Currently, during rush hours, eastbound Columbia Road traffic detours on to Euclid Street. At these times eastbound Euclid Street bumper-to-bumper traffic usually extends from 16th Street to beyond 17th Street. It can take at least five lights before you can cross 16th Street. Gridlock is a frequent occurrence. (Throughout the day, 17th Street picks up Columbia Road's overflow westbound traffic, which would otherwise turn south on 18th Street. This traffic goes to Kalorama Road then turns right toward 18th Street.)

Westbound on Euclid Street, bumper-to-bumper traffic congestion extends from 17th Street almost to 14th Street. There is frequent gridlock on 15th and 16th Streets at the intersections with Euclid Street, Kalorama Road and other streets extending to Florida Avenue and U Street to the south and Columbia Road to the north.

During rush hour Northbound on 16th Street, the congestion usually extends from Euclid Street down the hill three blocks to Florida Avenue. It takes at least four lights to get past Euclid Street.

The proposed street changes and addition of a traffic light at 16th & Kalorama Road will not resolve the traffic problems. It will only shift it to less busy streets and further reduce the quality of life of neighborhood residents.

For the above reasons the application should be denied. At least it should be continued until more important data from residents and the Department of Health can be provided. On behalf of the organizations I represent, I would also like to provide more information and evidence.

Thank you.

Campbell C. Johnson, III

DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

CI 20,767

In re: 2480 16TH STREET, N.W.

Ward One (1)

**TENANTS OF 2480 16TH STREET, N.W.
Tenants/Appellants**

v.

**DORCHESTER HOUSE ASSOCIATES
Housing Provider/Appellee**

ORDER ON MOTION FOR RECONSIDERATION

August 30, 2004

BANKS, CHAIRPERSON. This case is on appeal to the Rental Housing Commission from a decision and order issued by the Rent Administrator, based on a petition filed in the Rental Accommodations and Conversion Division (RACD). The applicable provisions of the Rental Housing Act of 1985 (Act), D.C. Law 6-10, D.C. OFFICIAL CODE §§ 42-3501.01-3509.07 (2001), the District of Columbia Administrative Procedure Act (DCAPA), D.C. OFFICIAL CODE §§ 2-501-510 (2001), and the District of Columbia Municipal Regulations (DCMR), 14 DCMR §§ 3800-4399 (1991), govern the proceedings.

I. THE PROCEDURES

On August 4, 2004, the Commission issued its decision and order, which remanded this case to Administrative Law Judge (ALJ) Henry McCoy for entry of an order dismissing the capital improvement petition with prejudice, pursuant to Super. Ct. Civ. R. 41(b). In the text of the fourth issue in the decision the Commission stated:

al. 14

[Whether] [t]he ALJ erred when he decided the Tenants would suffer no prejudice.

The ALJ wrote in the decision and order:

To prevail in this matter, it is not enough that the tenants show that they will be forced to suffer the incidental annoyance of another hearing on this matter. The tenants need to show a real and substantial detriment. Thoubboron v. Ford Motor Co., 624 A.2d 1210 (App. D.C. 1993). This the tenants have not done. The tenants have only shown that they will be inconvenienced by another hearing.

Dorchester House Assocs. v. Tenants of 2480 16th St., N.W., CI 20,767 (OAD Sept. 30, 2002) at 3.

The Commission wrote in its decision and order:

The Tenants "need to show a real and substantial detriment." Thoubboron supra. The Tenants' detriment is that they will pay for the capital improvement surcharge, by an increase in their rent ceiling and ultimately an increase in their rents, for capital improvements, which were performed without the required governmental permits.¹ In other words, the Housing Provider failed to follow the Act and obtain the required governmental permits before beginning the capital improvements. That made the capital improvements illegal, and not in conformity with the mandates of the Act on permits. The Tenants have shown a real and substantial detriment, based on the illegal capital improvements, which they must pay for over a 96 month period of time. D.C. OFFICIAL CODE § 42-3502.10(c)(1) (2001). The fact that the housing provider performed the capital improvements without the required permits will never change. Accordingly, the ALJ is reversed on this issue, because he was required to apply the correct legal principles and exercise his discretion under Super. Ct. Civ. R. 41. Thoubboron at 1213.

¹ The Housing Provider is allowed to perform the capital improvements if the Rent Administrator does not issue a decision within 60 days of filing the petition. D.C. OFFICIAL CODE § 42-3502.10(e)(1)-(2) (2001). In this appeal, the capital improvement petition was filed on November 2, 2001 and the Rent Administrator's decision and order issued September 30, 2002. That was more than 60 days after the petition was filed, and the Act allowed the Housing Provider to perform the capital improvements, provided it obtained the required governmental permits, § 42-3502.10(b)(3).

Tenants of 2480 16th St., N.W. v. Dorchester House Assocs., CI 20,767 (RHC Aug. 4, 2004) at 9-10.

On August 17, 2004, counsel for the Housing Provider filed a motion for reconsideration in the Commission. The motion was based on the above text in the fourth issue in the decision. In the motion the Housing Provider asserted that it had not started on the capital improvements, and therefore there were no illegal capital improvements. Assuming that to be true, there still remains the critical defect discussed in issues 1-3, of the Commission's decision, that the Housing Provider initiated a hearing on a capital improvement petition, participated in a full hearing on the merits with its witnesses and exhibits, and failed to prove it had obtained the requisite permits as required by the Act, D.C. OFFICIAL CODE § 42-3502.(b)(3) (2001). Decision at 8.

The Commission corrects its statements that the capital improvements were "performed" Decision at 9 & 10, and that the Housing Provider began the capital improvements, Id., when it had not. Further, the Commission corrects its statement that the capital improvements were "illegal," Decision at 10.

The Commission wrote on the first page of its decision and order:

The Housing Provider filed Capital Improvement petition (CI) 20,767 on November 2, 2001, prior to beginning any improvements ...

Id. at 1.

All references that are contrary to this sentence are corrected to reflect that the capital improvement petition was filed before the improvements were done and that according to the Housing Provider, the improvements have not been done.

7

These corrections do not relieve the Housing Provider from its statutory obligation under the Act to produce proof at the hearing on the capital improvement petition that the requisite permits were obtained, as required by the Act, D.C. OFFICIAL CODE § 42-3502.10(b)(3) (2001) which states:

The housing provider shall establish to the satisfaction of the Rent Administrator:

...
(3) That required governmental permits and approvals have been secured.

The Housing Provider failed in its proof at the hearing that it had obtained the required governmental permits, specifically the electrical permit, although it filed the capital improvement petition for a full hearing on the merits of the capital improvement petition. See Tenants of 2480 16th St., N.W. v. Dorchester Hous. Asso., CIs 20,739 & 20,741 (RHC Jan. 14, 2000) at 25-27, which included electrical work on a security system. The Commission reversed the hearing examiner, because the electrical permit was not obtained and proved at the hearing. Where permits are not obtained, the cost of that item and interest must be deducted from the surcharge calculation, Tenants of Marbury Plaza v. Marbury Assocs., CI 20,496 & 497 (RHC Aug. 13, 1992).

The Housing Provider controls when the capital improvement petition is filed, and by law must prove the required permits were obtained at the hearing, which is scheduled after the capital improvement petition is filed. See 14 DCMR § 3903.1 (1991).

To defeat a motion to dismiss without prejudice, one of the factors that the Tenants must show is that they will suffer a legal detriment. In this case, the legal detriment is that the Tenants remain subject to another proceeding, on the merits of the Housing Provider's capital improvement petition, that the Tenants have already defeated

↓

by showing the Housing Provider failed to obtain the permits as required by the Act, D.C. OFFICIAL CODE § 42-3502.10(b)(3) (2001).

In Cohen v. District of Columbia Rental Hous. Comm'n, 496 A. 2d 603 (D.C. 1985), the court reviewed the law on dismissal with or without prejudice. The law favors trial on the merits. Cohen at 605. One factor that the court discussed to affirm the Commission's affirmance of the hearing examiner's dismissal without prejudice in Cohen was the fact that there was no hearing on the merits of the Tenant's petition. Id. at 605-6.

Conversely, in this appeal, the Housing Provider initiated the hearing by filing the capital improvement petition and participated in a full hearing with the introduction of testimony and exhibits on the merits of the capital improvement petition. The Tenants showed through cross examination of the Housing Provider's witness that the required permits were not obtained. At the conclusion of the hearing, the ALJ requested that the parties submit proposed decisions and orders. The Housing Provider submitted both, a motion to dismiss without prejudice and a proposed decision and order. The ALJ granted the Housing Provider's motion to dismiss without prejudice, although the ALJ held the hearing on the merits. That was error as discussed in Cohen, supra.

Finally, the Housing Provider asserted in the motion for reconsideration that the Tenants filed an appeal to the District of Columbia Court of Appeals (DCCA), while the case was before the ALJ. The Housing Provider did not give a citation to an appeal of this case to the DCCA and the Commission did not locate an appeal to the DCCA.

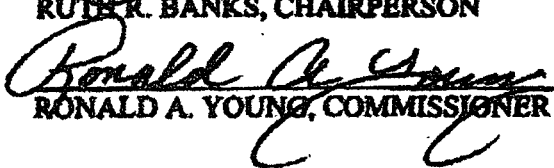
II. CONCLUSION

The Housing Provider requested in the motion for reconsideration that the

Commission reverse its ruling that remanded the case to ALJ for entry of an order of involuntary dismissal of the capital improvement petition, pursuant to Super. Ct. Civ. R. 41(b). For the reasons discussed in this order, the motion for reconsideration is denied.

SO ORDERED.


RUTH R. BANKS, CHAIRPERSON


RONALD A. YOUNG, COMMISSIONER

MOTIONS FOR RECONSIDERATION

Pursuant to 14 DCMR § 3823 (1991), final decisions of the Commission are subject to reconsideration or modification. The Commission's rule, 14 DCMR § 3823.1 (1991), provides, "[a]ny party adversely affected by a decision of the Commission issued to dispose of the appeal may file a motion for reconsideration or modification with the Commission within ten (10) days of receipt of the decision."

JUDICIAL REVIEW

Pursuant to D.C. OFFICIAL CODE § 42-3502.19 (2001), "[a]ny person aggrieved by a decision of the Rental Housing Commission ... may seek judicial review of the decision ... by filing a petition for review in the District of Columbia Court of Appeals." Petitions for review of the Commission's decisions are filed in the District of Columbia Court of Appeals and are governed by Title III of the Rules of the District of Columbia Court of Appeals. The Court's Rule, D.C. App. R. 15(a), provides in part: "Review of orders and decisions of an agency shall be obtained by filing with the clerk of this court a petition for review within thirty days after notice is given, in conformance with the rules or regulations of the agency, of the order or decision sought to be reviewed ... and by tendering the prescribed docketing fee to the clerk." The Court may be contacted at the following address and telephone number:

D.C. Court of Appeals
Office of the Clerk
500 Indiana Avenue, N.W., 6th Floor
Washington, D.C. 20001
(202) 879-2700

DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

CI 20,767

In re: 2480 16th Street, N.W.

Ward One (1)

**TENANTS OF 2480 16th STREET, N.W.
Tenant/Appellant**

v.

**DORCHESTER HOUSE ASSOCIATES
Housing Provider/Appellee**

DECISION AND ORDER

August 4, 2004

BANKS, CHAIRPERSON. This case is on appeal to the Rental Housing Commission from a decision and order issued by the Rent Administrator, based on a petition filed in the Rental Accommodations and Conversion Division (RACD). The applicable provisions of the Rental Housing Act of 1985 (Act), D.C. Law 6-10, D.C. OFFICIAL CODE §§ 42-3501.01-3509.07 (2001), the District of Columbia Administrative Procedure Act (DCAPA), D.C. OFFICIAL CODE §§ 2-501-510 (2001), and the District of Columbia Municipal Regulations (DCMR), 14 DCMR §§ 3800-4399 (1991), govern the proceedings.

I. THE PROCEDURES

The Housing Provider filed Capital Improvement petition (CI) 20,767 on November 2, 2001, prior to beginning any improvements, pursuant to Section 210(g) of the Act. Record (R.) at 98. The petition requested approval of rent ceiling increases for the entire building for the installation of a fire suppression system, including a standpipe,

8/5/4

and fire alarm generator, for a total cost of \$479,146 without adding interest. Petition at 7, R. at 76.

Counsel filed motions for continuance pertaining to both capital improvement petitions, CI 20,767 and CI 20,768. On June 28, 2002, the Administrative Law Judge (ALJ) Henry McCoy granted the Housing Provider's motion to continue the July 2, 2002 hearing date, which was rescheduled to July 26, 2002, because the Housing Provider's principal witness would be out of town. However, on July 15, 2002, the ALJ denied the Tenant's consent motion for a continuance based on the conflict with the new July 26, 2002 hearing date, because Tenant's counsel had a previously scheduled case in the Superior Court of the District of Columbia. The hearing for CI 20,767 was held on July 26, 2002, and Campbell Johnson, the president of the Dorchester House Tenant Association, renewed the motion for continuance, stating counsel for the Tenants was before the Superior Court. The Tenants' motion was denied. Dorchester Hous. Assocs. v. Tenants of 2480 16th Street, N.W., CI 20,767 (OAD Sept. 30, 2004).

On September 30, 2002, the ALJ issued the decision and order, which granted the Housing Provider's motion to withdraw the petition, which was opposed by both counsel for the Tenants. The decision and order did not contain findings of fact, only the ruling on the motion to dismiss.

The decision stated the Commission treated a motion to withdraw a tenant petition as a motion for voluntary dismissal under Super. Ct. Civ. R. 41(a)(1), which requires a voluntary dismissal to be signed by all the parties, citing Burnett v. Sharma, TP 24,910 (RHC July 10, 2001). Decision at 2. The ALJ also wrote:

In this case, it is not possible for the Housing Provider to file a stipulation of dismissal signed by all the parties because both the counsels

[sic] representing the tenants have filed in opposition to the motion to withdraw. Therefore the motion will be reviewed to ensure that all interests of the parties are protected and that no prejudice to any of the parties will ensue.

As reasons for the withdrawal, the Petitioner [Housing Provider] expressed its serious concern over protracted litigation and the associated cost occasioned by the interlocutory appeal taken by the Dorchester House Tenants Association and the potential prejudice to an ultimate decision on the merits. The Petitioner also argues that withdrawal with subsequent resubmission will provide the Respondents [Tenants] with the relief they seek in having time to secure what they believe will be competent counsel to challenge the petition.

In two separate filings, the Respondents oppose the motion to withdraw. On August 14, 2002, counsel for the Dorchester House Tenants Association, Bernard A. Gray, Sr., Esq., [filed] an opposition to the motion by arguing that a full hearing was held, that the Petitioner failed to provide the necessary permits, and that to allow the withdrawal would give the Petitioner two bites at the apple.

On August 20, 2002, Benoit Brookens, who entered an appearance in this matter on behalf of certain named tenants of the Dorchester House, filed in opposition but as Counsel for Dorchester Tenants in T/P 3788 and T/P 11,552. Notwithstanding Mr. Brookens confusion as to whom he represents, his arguments mirror those made on behalf of the tenant association that a full hearing was held and that another hearing would be prejudicial to the interests of the tenants.

In this case, the interests of all of the parties are protected as counsel represents them in arguing their respective positions.^[1] Thus the question becomes whether the tenants will be subjected to any legal prejudice by granting the motion. The tenants argue that the hearing on the capital improvement petition has been held and should be decided based on the evidence presented. It is their contention that allowing the housing provider to withdraw and then resubmit the petition will give a second chance to correct any errors that may cause the petition to be denied if decided now. The housing provider counters that by withdraw [sic] the petition now the tenants will be in a better position in that they would then have their counsel present at the hearing, an advantage they did not have when the petition was heard.

To prevail in this matter, it is not enough that the tenants show that they will be forced to suffer the incidental annoyance of another hearing on this matter. The tenants need to show a real and substantial detriment. Thoubboron v. Ford Motor Co., 624 A.2d 1210 (App. D.C. 1993). This the tenants have not done. The tenants have only shown that they will be inconvenienced by another hearing.

¹ The Commission's rule, 14 DCMR § 3824 (1991), requires the Commission to consider whether the interests of the parties are protected. This is not the standard under Super. Ct. Civ. R. 41. See infra.

II. THE APPEALS

A. Appeals filed by Attorney Bernard Gray, Sr.

On July 23, 2002, Attorney Gray filed in the Commission a notice of appeal from the decision dated July 15, 2002 in CI 20,767, which stated the following issues: 1) The hearing examiner abused his discretion when he denied the Occupants [Tenants] request for a continuance; and 2) this is a final order in that the Occupants are being denied the right to have legal counsel of their choice.

On August 9, 2002, the Commission issued an order, which dismissed the appeal filed on July 23, 2002 by Attorney Gray based on the July 15, 2002 denial of his motion for a continuance of the hearing. Attorney Gray asserted the ALJ's order was arbitrary and capricious. The Commission dismissed the appeal, because it was not from a final decision or order in the case.

On October 15, 2002, Attorney Gray filed in the Commission a second notice of appeal from the decision and order dated September 30, 2002 in CI 20,767, which stated the following issues:

1. The Administrative Law Judge (ALJ) had no authority to permit the Petitioner to withdraw the Petition voluntarily without prejudice once Petitioner began the hearing.
2. The JLA [sic] abused his discretion when he dismissed the [capital improvement] Petition without prejudiced [sic] and without any conditions.
3. The conclusion that the interest of the Parties [sic] was protected do [sic] not follow from the findings of fact and are not supported by the evidence.
4. The ALJ erred when he decided the Tenants would suffer no prejudice.

B. The Appeal filed by Benoit Brookens:

On October 29, 2002, Benoit Brookens filed a notice of appeal of the OAD order denying attorney fees. On November 14, 2002, the Commission issued an order for hearing on representation, which was held on December 19, 2002. On January 24, 2003, the Commission issued an order denying Mr. Brookens status as an attorney, who could represent tenants before the Commission, and dismissed his appeal for attorney's fees, because Mr. Brookens is not an attorney licensed to practice law in the District of Columbia. He was prohibited from practicing law in the District by the court in Brookens v. Comm. on Unauthorized Practice of Law, 538 A.2d 1120, 1126-1127 (D.C. 1988). On February 26, 2003, Attorney Venola Rolle entered her appearance as co-counsel for the Dorchester Tenants. On March 25, 2003, the Commission issued its order on reconsideration, which denied Mr. Brookens motion for reconsideration of the order dismissing the appeal on attorney fees. On June 19, 2003, the appeals court affirmed the Commission's two orders, which dismissed the appeal of the denial of attorney's fees and the Commission's denial of the order on the motion for reconsideration.

The Commission's hearing on the notice of appeal was held on March 13, 2003.

III. THE COMMISSION'S DECISION

1. [Whether] the Administrative Law Judge (ALJ) had no authority to permit the Petitioner to withdraw the Petition voluntarily without prejudice once Petitioner began the hearing.
2. [Whether] the JLA [sic] abused his discretion when he dismissed the [capital improvement] Petition without prejudiced [sic] and without any conditions.
3. [Whether] [t]he conclusion that the interest of the Parties [sic] was protected do [sic] not follow from the findings of fact and are not supported by the evidence.

The ALJ did not cite to a rule or other authority that allowed him to grant the Housing Provider's motion to dismiss the capital improvement petition. The Commission's rules provide at 14 DCMR § 4018, D.C. Reg. (Feb. 6, 1998) at 687:

When these rules are silent on a procedural issue before the Rent Administrator, issues must be decided by using as guidance the current rules of civil procedure published and followed by the Superior Court of the District of Columbia.

See Radwan v. District of Columbia Rental Hous. Comm'n, 683 A.2d 478 (D.C. 1996) (where the court approved this rule). Since this case was before the Rent Administrator, the appropriate Superior Court rule for the ALJ to consider was Super. Ct. Civ. R. 41, not the Commission's rule, 14 DCMR § 3824 (1991). The ALJ stated that Super. Ct. Civ. R. 41 did not apply, because the tenants objected and refused to consent as required by Super. Ct. Civ. R. 41(a)(1). Instead, the ALJ used the Commission's appeal rule for withdrawal of appeals, 14 DCMR § 3824 (1991), which states: "[a]n appellant may file a motion to withdraw an appeal pending before the Commission," § 3824.1, and "[t]he Commission shall review all motions to withdraw to ensure that the interests of all parties are protected," § 3824.2. The ALJ next gave an analysis of § 3824, the Commission's rule for withdrawal of appeals, as follows.

In this case, the interests of all of the parties are protected as counsel represents them in arguing their respective positions.^[2] Thus the question becomes whether the tenants will be subjected to any legal prejudice by granting the motion. The tenants argue that the hearing on the capital improvement petition has been held and should be decided based on the evidence presented. It is their contention that allowing the housing provider to withdraw and then resubmit the petition will give a second chance to correct any errors that may cause the petition to be denied if decided now. The housing provider counters that by withdraw

² The Commission's rule, 14 DCMR § 3824 (1991), requires the Commission to consider whether the interests of the parties are protected. This is not the standard under Super. Ct. Civ. R. 41. See infra.

[sic] the petition now the tenants will be in a better position in that they would then have their counsel present at the hearing, an advantage they did not have when the petition was heard.

See supra, p. 2-3. The ALJ erred by applying the Commission's rule, 14 DCMR § 3824 (1991), rather than Super. Ct. Civ. R. 41, which provides:

Voluntary Dismissal: Effect Thereof.

- (1) ***By Plaintiff, By Stipulation.*** Subject to the provisions of Rule 23(e), of Rule 66, and of any applicable statute, an action may be dismissed by the plaintiff without order of court (i) by filing a notice of dismissal at any time before service by the adverse party of an answer or of a motion for summary judgment, whichever first occurs, or (ii) by filing a stipulation of dismissal signed by all parties who have appeared in the action. Unless otherwise stated in the notice of dismissal or stipulation, the dismissal is without prejudice, except that a notice of dismissal operates as an adjudication upon the merits when filed by the plaintiff who has once dismissed in any court of the United States or of any state an action based on or including the same claim.
- (2) ***By Order of the Court.*** Except as provided in paragraph (1) of this subdivision of this Rule, an action shall not be dismissed at the plaintiff's instance, save upon order of the Court and upon such terms and conditions as the Court deems proper.

(b) Involuntary Dismissal: Effect Thereof: For failure of the plaintiff to prosecute or to comply with these Rules or any order of Court, a defendant may move for dismissal of an action or for any claim against the defendant or the Court may, sua sponte enter an order dismissing the action or any claim therein.... Unless the Court in its order for dismissal otherwise specified, a dismissal under this subdivision and any dismissal not provided for in this Rule, other than a dismissal for lack of jurisdiction, or for failure to join a party under Rule 19, operates as an adjudication upon the merits. (emphasis added.)

The Tenants did not file an answer or motion for summary judgment before the Housing Provider made the motion for dismissal of the capital improvement petition and there was no stipulation of dismissal signed by the parties, since the Tenants opposed the motion to dismiss. Therefore, Super. Ct. Civ. R. 41(a)(1) did not apply to this case.

Super. Ct. Civ. R. 41(a)(2) requires that the plaintiff (Housing Provider) not dismiss a case, unless the court (ALJ) issues an order with “terms and conditions as the court deems proper.” There were no terms and conditions in the ALJ’s dismissal order.

Super. Ct. Civ. R. 41(b) provides for an involuntary dismissal for failure of the plaintiff (Housing Provider) to prosecute. In this case, the Housing Provider failed to produce the required permits at the hearing, and therefore, failed to prosecute his claim for the fire suppression system capital improvements in the petition. The Act at D.C. OFFICIAL CODE § 42-3502.10 (2001) provides for capital improvements, and requires proof of the required government permits and approvals, § 42-3502.10(b)(3) (2001). The court in Columbia Realty Venture v. District of Columbia Rental Hous. Comm’n, 590 A.2d 1043 (D.C. 1991) stated the Commission erred by not requiring proof of all necessary permits. Likewise, at the hearing in this case the Tenants opposed the capital improvement, because the Housing Provider did not prove he had the required governmental permits to perform the capital improvements. Specifically, the Housing Provider did not have the electrical permit. Upon realizing at the hearing the lack of proof of the permits, counsel for the Housing Provider moved to dismiss the petition, after a completed hearing. At this point, the Housing Provider was in litigation with the Tenants, who defended against the capital improvement petition by showing the failure of the Housing Provider’s proof of required permits at the hearing. The proper rule to apply was Super. Ct. Civ. R. 41(b), which provides for involuntary dismissal when the plaintiff (Housing Provider) failed to prosecute (prove) the required governmental permits for the capital improvements.³ Therefore, the ALJ abused his discretion by granting the Housing

³ Counsel for the Housing Provider admitted in a post hearing letter to the ALJ dated August 9, 2002, “our client has been unable to secure the permit for the fire alarm generator thus far.”

Provider's motion to dismiss at the end of the hearing under the Commission's rule, 14 DCMR § 3824 (1991).

Further, the ALJ applied the wrong standard when he wrote the interests of the parties were protected, since that is not a provision in Super. Ct. Civ. R. 41, instead it is an element in the Commission's rule, 14 DCMR § 3824 (1991), which is not applicable to Rent Administrator proceedings. Accordingly, the ALJ abused his discretion, and is reversed on these three issues.

4. [Whether] [t]he ALJ erred when he decided the Tenants would suffer no prejudice.

The ALJ wrote:

To prevail in this matter, it is not enough that the tenants show that they will be forced to suffer the incidental annoyance of another hearing on this matter. The tenants need to show a real and substantial detriment. Thoubboron v. Ford Motor Co., 624 A.2d 1210 (App. D.C. 1993). This the tenants have not done. The tenants have only shown that they will be inconvenienced by another hearing.

Decision at 3.

The Tenants "need to show a real and substantial detriment." Thoubboron supra. The Tenants' detriment is that they will pay for the capital improvement surcharge, by an increase in their rent ceiling and ultimately an increase in their rents, for capital improvements, which were performed without the required governmental permits.⁴ In other words, the Housing Provider failed to follow the Act and obtain the required governmental permits before beginning the capital improvements. That made the capital

⁴ The Housing Provider is allowed to perform the capital improvements if the Rent Administrator does not issue a decision within 60 days of filing the petition. D.C. OFFICIAL CODE § 42-3502.10(e)(1)-(2) (2001). In this appeal, the capital improvement petition was filed on November 2, 2001 and the Rent Administrator's decision and order issued September 30, 2002. That was more than 60 days after the petition was filed, and the Act allowed the Housing Provider to perform the capital improvements, provided it obtained the required governmental permits, § 42-3502.10(b)(3).

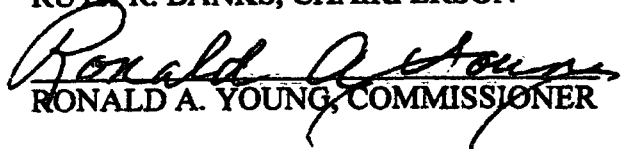
improvements illegal, and not in conformity with the mandates of the Act on permits. The Tenants have shown a real and substantial detriment, based on the illegal capital improvements, which they must pay for over a 96 month period of time. D.C. OFFICIAL CODE § 42-3502.10(c)(1) (2001). The fact that the housing provider performed the capital improvements without the required permits will never change. Accordingly, the ALJ is reversed on this issue, because he was required to apply the correct legal principles and exercise his discretion under Super. Ct. Civ. R. 41. Thoubboron at 1213.

III. CONCLUSION

This appeal is reversed on all issues, because the Housing Provider performed the capital improvement without the proper permits. This case is remanded to the ALJ, who is directed to enter an order of involuntary dismissal of the capital improvement petition pursuant to Super. Ct. Civ. R. 41(b), which operates as an adjudication upon the merits.

SO ORDERED.


RUTH R. BANKS, CHAIRPERSON


RONALD A. YOUNG, COMMISSIONER

MOTIONS FOR RECONSIDERATION

Pursuant to 14 DCMR § 3823 (1991), final decisions of the Commission are subject to reconsideration or modification. The Commission's rule, 14 DCMR § 3823.1 (1991), provides, "[a]ny party adversely affected by a decision of the Commission issued to dispose of the appeal may file a motion for reconsideration or modification with the Commission within ten (10) days of receipt of the decision."

JUDICIAL REVIEW

Pursuant to D.C. OFFICIAL CODE § 42-3502.19 (2001), "[a]ny person aggrieved by a decision of the Rental Housing Commission ... may seek judicial review of the decision ... by filing a petition for review in the District of Columbia Court of Appeals." Petitions

for review of the Commission's decisions are filed in the District of Columbia Court of Appeals and are governed by Title III of the Rules of the District of Columbia Court of Appeals. The Court's Rule, D.C. App. R. 15(a), provides in part: "Review of orders and decisions of an agency shall be obtained by filing with the clerk of this court a petition for review within thirty days after notice is given, in conformance with the rules or regulations of the agency, of the order or decision sought to be reviewed ... and by tendering the prescribed docketing fee to the clerk." The Court may be contacted at the following address and telephone number:

D.C. Court of Appeals
Office of the Clerk
500 Indiana Avenue, N.W., 6th Floor
Washington, D.C. 20001
(202) 879-2700

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Decision and Order in CIs 20,767 was mailed by priority mail, with confirmation of delivery, postage prepaid this 4th day of August, 2004, to:

Attorney Venola Rolle
4211 4th Street, N.W.
Washington, D.C. 20011

Attorney Bernard A. Gray, Sr.
2009 18th Street, S.E.
Washington, D.C. 20020-4201

Attorney Richard Luchs
Greenstein, DeLorme & Luchs, P.C.
1620 L Street, N.W.
Suite 900
Washington, D.C. 20036-5605


LaTonya Miles
Contact Representative
(202) 442-8949

Bernard A. Gray, Sr.
Counselor at Law

2009 18th Street, S.E., Washington, D.C. 20020-4201
Telephone No. 202 610-5300 - Telecopier No. 202 678 6887

August 7, 2004

Mr. Campbell C. Johnson, III
Dorchester House Tenants Association
2480 16th Street N.W. Apt. 234
Washington, D.C. 20009-6709

Re: Order and Judgment
File #: 663.05

Dear Mr. Johnson:

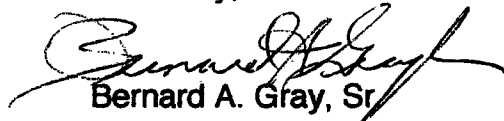
Enclosed is the RHC's decision in the case. After reading the decision, contact me for us to discuss your options.

I am drafting a Motion for Attorney's fees.

It appears that the grounds are solid enough to withstand a challenge to the Court of Appeals.

Should you have any questions, please feel free to contact my office.

Sincerely,


Bernard A. Gray, Sr.

Heat Emergency: What you can do!!

As you know, for the past two weeks we have had major interruptions in our heat and hot water. Management has stated that a new boiler should be operating by the end of the week. Long-term tenants expect a longer delay can be anticipated. Until management gets the new boiler installed and fully restores heat throughout the building, DTA suggests you consider the following steps to deal with this problem (each was offered to at least one tenant):

- Contact the engineer to get one or more space heaters for your apartment. (We suggest you make contact by calling the office. After business hours you may make contact through the reception desk. In either event also put your request in writing and leave it at the desk. Additionally, provide a copy/note under the door of Campbell Johnson, #234 identifying your name, apartment number and the date and time of your request).
 - Contact Ms. Carolyn Bernier (Resident Manager, or her designee) to get written approval so you can buy your own space heater(s) at management's expense. This may be a preferred option—(a) if you don't get a positive response the above request within two hours at night [or by the end of the business day, for a daytime request] or (b) if management's space heaters are unsatisfactory. The approval should be WRITTEN and SIGNED. (A sample of the wording you might want to use is on the back of this page, column 2, under the caption, "Sample Wording for Space Heater Purchase".)
 - If neither of the above steps is satisfactory, ask Ms. Bernier to arrange for a hotel stay until proper heat is restored at the Dorchester. If you do this, we recommend that you (a) get a written and signed approval from her and (b) have her make prior payment arrangements with the hotel so you will not have to use your credit card or
- (Continued on page 1, column 2)*

Importante mensaje: Aun cuando usted solo habla español, nosotros deseamos usted tener el Dorchester Tenants Association (Inquilinos Asociacion) boletín en español. Por favor escribir su nombre y número apartamento por escrito y pone debajo de el puerta de DTA Presidente Campbell Johnson (#234).

(Continued from column 1, "Heat Emergency")
make any cash payments. We believe MPM (the management company) should pay all costs including meals, gratuities, parking and/or transportation outlays during this emergency.

Tenants with frail health and the elderly are particularly at risk. So, if you are unable to make satisfactory contacts with management, please contact Campbell Johnson [232-1127] for assistance.

SAFETY ALERT: We do not recommend using your oven for heat for two reasons. First, the oven can remove enough oxygen from the air that carbon monoxide poisoning can be a real hazard. Secondly, if a kitchen window is opened to replace the oxygen there is a risk of causing a fire or an explosion.

Management Request

On behalf of all tenants, DTA asks management to provide tenants with a specific schedule(s) of which individual units (or tiers) will be without heat and/or hot water. This schedule should indicate, within a half-hour, the time period these units will not have heat and/or hot water. Where possible, the specific hours per day should be identified. If updates are needed, we ask that these be provided as soon as possible.

Additionally, DTA asks that management explore the possibility of making the "model" unit, empty units and other space(s) in the building available for tenants who may not want to relocate outside of the building. DTA President Campbell Johnson hereby requests a meeting with Ms. Bernier to address these matters.

(Important information continues on page 2)

DTA Sanctioned:


Campbell Johnson, DTA President

*Traducción en español de los artículos para
información llame a Sra. Paz, (#118), (202) 667-3882*

*Mensaje Importante: Si solo habla español,
nos gustaría que participará en la
Asociación de Inquilinos de Dorchester
(DTA) y especialmente en este boletín. Puede
escribir su nombre y número de apartamento
y póngalo debajo de la puerta del apto. #234.*

Dorchester House tenants!!

***Sign Up NOW for Rent Refunds
and Lower Rents!***

Don't Miss this Chance.

***DTA Launching Challenge
Against MPM's Greed!!***

All Dorchester tenants can win rent refunds, huge rent rollbacks, an end to illegal air conditioner charges, lower rent ceilings . . . and much more!! Fill out the form on the back and start the ball rolling. (MPM Management, Inc. is the management company for the Dorchester House.)

**DTA Attorney Bernard Gray will represent each
Dorchester case at no direct charge to you. Act now!**
**We'll get started once your completed form is
returned under the door of Apartment #234.**

What we are going after includes:

- challenging the large rent increases many tenants received in recent years;
- getting a rent refund for the nearly two-month "Heat Emergency" we suffered through in November-December 2000; and

(see "Full Court Press", page 2, column 1)

**Dorchester Tenants Association:
Highlights**

The Dorchester House management company (MPM Management) has a track record of aggressively increasing rents and other charges. Due to the action of the Dorchester Tenants Association (DTA), many of these increases were found to be illegal. Recently, we saved tenants at least \$14 in monthly rent increases. This amounts to \$168 per year for each unit. Also, we saved tenants from air conditioning increases for at least one year. Two rent increases are currently being challenged by DTA.

DTA successfully settled lawsuits against management that gave participating tenants up to \$2,136 each. These lawsuits resulted from a series of tenant petitions we filed on behalf of all tenants.

DTA Sanctioned: _____

Questions?? Can you volunteer? Please call (202) 232-1127

Campbell Johnson, DTA President

(*"Full Court Press"*, from page 1, column 1)

- getting a rollback in our outrageous rent ceilings;
- illegal air conditioning charges and increases; and
- dealing with continuing housing code violations like roach & rodent infestations, peeling paint, plumbing problems, etc.

DTA President Campbell Johnson says, **"We have a strong case. I am excited about our prospects of getting major compensation for these issues in a relatively short period of time. In doing this, we may join some cases that are currently ongoing, like TP 3788 and TP 11,552."**

While it will save time, if you could bring the following documentation with you for our meeting, you don't have to have it all together before we meet. It would be helpful if you could provide copies of:

- your lease and any amendments to it;
- rent increase notices for the past three years;
- a rent check/money order before the rent increase(s) and one after the increase(s);
- air conditioner agreement(s).

If you don't have copies of these documents, we'll make copies and return your originals. **Just take a moment NOW, complete and return the form below.** ◇

"Individual commitment to a group effort . . . that's what makes a team".

-- Vince Lombardi

-----CUT HERE-----

Rent Refund Meeting Availability

Date _____

Please complete & return this form to Campbell Johnson (Apt. 234) **under the door.**

Print Name _____ Apartment # _____

Home Phone _____ Work Phone _____

Meeting Availability (for a 45 minute meeting)

Evenings

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Please check available days					

Please identify preferred time(s): _____

Weekend (specify time): Saturday _____

Sunday _____

(*"Candidates"*, from page 1, column 1)

For renters, the election is simple. Mayor Williams is vague and non-committal, all other mayoral candidates were totally supportive.

Our issues are now before city council. So, on August 27th at St. Stephen Church you won't be surprised to learn that the incumbents who showed up – Graham (Ward 1) and Mendelson (at large) – spoke about their past support but made no solid commitments to Rent Control.

Ward 1's Shelore Williams received the Washington Afro American endorsement/ ◇

*Traducción en español de los artículos para información
llame a Sra. Paz, (#118), (240)643-1524*

*Mensaje Importante: Si solo habla español,
nos gustaria que participará en la Asociación
de Inquilinos de Dorchester (DTA) y
especialmente en este boletín. Puede escribir
su nombre y número de apartamento y
póngalo debajo de la puerta del apto. #234.*

Dorchester House FIRE & NO FIRE ALARMS!!!

Help Needed: Displaced Tenant

FIRE: Management's Answers Raise Questions. DTA All-Tenants' Meeting Monday, April 18th

During the evening of Wednesday, April 6th, a powerful fire destroyed much of apartment 242. At least 10 fire trucks responded to the blaze. Firemen used axes to break into the doors of 14 apartments on the affected wings of the second and third floors. While flames were confined to the one apartment, there was considerable smoke damage throughout the affected second floor wing.

No fire alarms sounded although at least three tenants reported pulling the switches. No staffers were organized to provide notification to tenants before the firemen arrived. However, Nan (receptionist) made calls to some tenants. Resident called 911. Firemen evacuated many tenants.

Early Thursday, DTA sent a fax to Mr. John Hoskinson, president, MPM, Inc. and Ms. Moni Jeffries, resident manager, demanding answers to the above issues and (see "FIRE", page 2, column 1)

DTA is YOUR tenants association

— please Volunteer & Contribute

Tenant's Loss: Please Help

Laurie's cat "Buttafucco" is missing. (The fire killed her other cat.) **Three things you can do:** (1) **Help find her cat**—a large, 13 year old Tabby, very sweet, likes people (dark brown & gray, striped and spotted with an "M" on his forehead) **REWARD!** (2) **Make sure Mr. Hoskinson and Ms. Jeffries provide another apartment for Laurie.** She paid her April rent. She's a 23-year resident. (Most likely fire was caused by faulty Dorchester wiring.) (3) **And, while she is not comfortable receiving help from others, she has lost virtually all of her belongings. If you want to help, please make your check payable to "Laurie McPherson" and deliver it under the door of apartment #234,** Campbell Johnson will deliver funds to her.

Laurie was released from the hospital Saturday. She has burns on her hands and feet due to trying to save her other cat. She's still quite distressed. Finding Buttafucco would be a Godsend.

Call (202) 232-1127 for more information. ◇

DTA Sanctioned: Campbell Johnson

Questions?? Can you volunteer? Please call (202) 232-1127

Campbell Johnson, DTA President

(*"FIRE" from page 1, column 1*)

several other key concerns. To date Mr. Hoskinson has not responded to this fax.

Fellow tenant, Ms. Laurie McPherson suffered burns to her hands and feet, when she rushed into her bedroom, despite disabilities, trying to rescue one of her cats. (See notice of lost cat in "Tenant's Loss".)

Thursday evening Mr. Hoskinson held a meeting in the lobby to inform some tenants about the fire.

Management claimed that fire alarms are tested monthly. But, questioned tenants stated that fire alarms had not been heard in three years. Mr. Hoskinson claimed that the alarms are tested monthly, silently. (Hmm) Interestingly, when the fire inspector arrived Thursday (after repairs were made), testing of fire alarms could be heard throughout the building.

Mr. Hoskinson attempted to deflect concerns about fire alarm failures with an attempt to "sell" tenants on a costly "fire suppression" upgrade. Many tenants pointed out that he has an existing obligation to make the current fire alarms work. He claimed that agreeing to this upgrade would not increase rent. Less than a half-truth.

(continued on column 2)

(continued from column 1)

It would increase the rent ceiling which becomes an increase in the rent charged at management's option. Following a DTA membership vote, DTA successfully fought management's unwise proposal. (Reported in *Dorchester Tenants Association NEWS*, August 19, 2004)

A DTA update on the fire will be provided at the April 18th meeting (7:30pm, Lobby). Also, our all tenants meeting will include an update on DTA's work in helping individual tenants; writing and advancing pro-tenant legislation; pursuing litigation to cut our rents; and building a citywide advocacy movement. <

Tenant Talk & Tips

- If you hear light scratching in your ceiling or walls, it might be mice. Ask management to put steel wool around pipes in your apartment, fix cracks in walls, and put poison in common areas.

CUT HERE

CUT HERE

DTA MEMBERSHIP & VOLUNTEER SIGN UP & TENANT REPRESENTATION AUTHORIZATION

Directions: Please complete this form, sign it, detach from newsletter. DTA members can just place it **UNDER THE DOOR OF APT. #234 ASAP**. [If you are **NOT** a member, put it in an envelope with your payment (check, money order, cash) and then **place it under the door**. You will receive a receipt for your payment soon.] **Remember, you will not be able to benefit from DTA's victories unless you're a member and sign a representation authorization. Thank you.**

1. I am currently a member of DTA(check one): Yes _____ No _____ Year joined (approximately) _____
2. (If you are not a DTA member) Membership: \$2.00 per unit. Fee enclosed _____
3. I am contributing (check payable to "DTA"): \$100 _____; \$75 _____; \$50 _____; \$25 _____; other (specify) _____
4. **Please contact me about volunteering for DTA:** Yes _____ No _____
5. ***Tenant Representation Authorization:*** I, the undersigned tenant, am a member of the Dorchester Tenants Association (DTA) and hereby authorize DTA to retain legal counsel to represent me (my unit) and enter appearances on my behalf in all actions before the District Government (DCRA, Rental Housing Commission, etc.), in all courts and housing provider negotiations related to Capital Improvement petitions; tenant petitions and other actions approved by the DTA Board of Directors. **(Only tenants who sign an authorization are eligible for refunds.)**

PRINT NAME(S) _____ SIGNATURE _____

APARTMENT # _____ TELEPHONE(S) _____ DATE _____

Year I moved into my apartment _____ Major problems/needed repairs: _____

I am a senior (over 65) _____ I am disabled _____