

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 the 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 into 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 plans to replace them with “green spaces” that we will not appreciate. In addition to this the few remaining affordable apartments are now programmed for extinction because those apartments are now due for a luxury upgrade. After the upgrade tenants will be charged more rent. Apparently not only will the image and the ambience of the Dorchester House as we know it be 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. It can be said that these proposed changes in the landscape of the yard are disappointing to those tenants who had sign a lease with the expectation of enjoying the landscaping around the Dorchester House; destruction of these 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 of the existing building, right under the windows and outside the patios of tenants in that area of the building. Actually this is one example of the resultant destruction of

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EXHIBIT NO. 14

green garden spaces and the falling of aged old trees in that building this parking lot will result in the destruction of one of the green gardens. There appears to be a lack of assurance that adequate standards are put in place for the protection of tenants' health and 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 of the gardens 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 areas and also more water run off to the surrounding areas will result.

Connecting Building

Clearly landlords are 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 exposure to excess noise and the actual displacement of some tenants in that area of the building; not to mention that it will result in the destruction of the other green garden space.

Rent Controlled Building-Non Rent Controlled and Luxury Creep Conversion

Landlords are attempting to merge a supposedly rent controlled building with a non rent controlled one. 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 when the upgrade is complete. 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 referred to as 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 building should be what the zone R -5- B density mandated to be. Thus it is obvious, especially when considering the landlords initial plans, that the only reason the connecting building was introduced in the plan was to make an argument for the transference of R -5- D density to R -5- B density. It certainly was not done for the convenience of the public good as is stated. It is our belief that this merger maneuver in order to get transference of one density to another density 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 and also disrupt the scenic view that presently exist in that area of the complex. We know for a fact that finding parking on the surrounding streets is like musical chairs. Some tenants decided 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. The landlords invested a lot of time courting the support of our neighbors; they even provided amenity packages to Jubilee Housing and the Meridian Park Association. However they neglect to even consult us (until we requested an audience with them) and did not offer anything to Dorchester House Tenants but grievances, inconveniencies, possible displacement of tenants a potential erosion of the few remaining affordable rental apartments. So the question is 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 satisfy the contiguity clause of rule 2104.3 for reasons of adjusting 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, inconveniencies, 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 disregards for the health welfare, safety and quality of life of the present Dorchester house tenants.

Conclusion

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

Submitted by:



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