Claudio & Lucia Rosan 2005 Columbia Road, N.W. Washington, D.C. 20009-5164
Voice: 703-768-0335 Fax: (703)768-3384 E-mail:info@americanguesthouse.com

Mr. Geoffrey H. Griffis, Chairman
Board of Zoning Adjustment
441 4th Street, N.W.
Washington, DC 20001

RECEIVED
D.C. OFFICE OF ZONING
2003 SEP -3 PM 4:51

RE: BZA Case #:17044
2005 Columbia Road, N.W. Washington, DC 20009

Dear Chairman Griffis and Board Members:

In answer to Mrs. Ann H. Hargrove's Summary of Conclusions:

We, Claudio & Lucia Rosan, known as the "Applicants", purchased the above-referenced property with the intent of residing and continuing the 13 bedroom Inn business the previous owner was running since at least 1976. However, at this point we are unsure about residing at the guesthouse.

Please note:
We used 15 units on the original application because we took that information from the previous owner Business License and the Rental Administrator's Exemption Form. However, as per approved Demo Plans, there were actually only 13 bedrooms in the house, and we were approved for 12 bedrooms plus bathrooms.

SUMMARY OF CONCLUSIONS

1. **As stated at the Public Hearing, we did not believe we should be involved in a public hearing for a use variance. The only reason we were there is because the Zoning Administrator's office sent us there and offered no other alternative.**

No one ever mentioned to us that we should file an Appeal. However, we certainly filed several **Verbal Appeals** once we found out that we should be talking to Ms. Ogunneye. We made several calls and requested meetings and pursued the grandfathered issue as much as we new how.

Ms. Ogunneye tried to help, however, she didn't know how to go about grandfathering us. She brought in Mr. Noble to help on the day of our first meeting, however, he didn't know how to go about that either. He told us he could do no such thing, because the zoning laws did not allow him to grandfather us.

Weeks after that disappointing meeting at Ms. Ogunneye's office, she called us to let us know that we had a small chance of being grandfathered but she needed to find the Amendments to the DC Zoning laws which would allow that. Unfortunately nothing

BZA
Case No. 17044
Exhibit No. 45

Board of Zoning Adjustment
District of Columbia
CASE NO. 17044
EXHIBIT NO. 45

happened before the hearing date. Some time after our hearing date on 7/29/03, Ms. Ogunneye let us know she wasn't able to find the Amendments and gave us the information so we could find it for her which we did right away.

On 8/11/03, we met with Ms. Ogunneye and Mr. Noble with the Amendments in hand and letter from the Tax and Revenue Office dated 7/9/03, and a new C. Of O. application for a 12 unit Inn (as per Ms. Ogunneye's instructions) in hopes that Mr. Noble would approve us, however, he went on to recite the present zoning laws and repeated the same thing as before, there was no way we could be grandfathered, the law did not allow that. Instead he decided to approve us for a 12 unit rooming house (attachment # 1). However, on 8/27/03 we got a phone call from Mr. Robert Chen, Structural Engineer, Zoning Reviewing Department, informing us that due to neighborhood association complaints in connection with our public hearing ongoing process, Mr. Noble had negated on the 12 unit certificate, saying he made a mistake. Mr. Chen also informed us the approved construction plans must be re-designed to correct mistakes overseen during review, otherwise, Mr. Noble will shut down the job (we were given 2 days to re-design, of course we are paying the costs of somebody's mistake). No one has taken into consideration the fact that we are about 70% built according to the approved building plans. So far no one at DCRA is willing to help us resolve this matter.

On 8/19/03 we met with Mr. Noble and pleaded our case again, since we had an even more detailed letter from the Office of Tax and Revenue. However, Mr. Noble stated that he did not feel comfortable with the law, he didn't want to have to answer for it and told us to wait for the Board's decision. He'd grandfather us once we had an approval letter from the Board of Zoning Adjustment.

2. **As to the claim of grandfathered rights to operate an Inn, we present the following facts and evidences:**

a) First we bring to your attention an article on the Washington Post dated 3/12/87 **(attachment #2)**, and we quote:

"....The confusion lies partly in definitions. Since a 1980 zoning case that prevented the expansion of the Washington Hilton on Connecticut Avenue, hotels have been barred from expanding or locating in residential zones. **But the inns are not technically "hotels" under zoning definitions because they lack full restaurants."**

"...Attorneys at Wilkes, Artis, Hedrick & Lane, a law firm that represents many Washington inns and bed-and-breakfast inns, say the residents are "hairsplitting". **"I would not call these commercial uses any more than apartment houses are," said Steven Sher, the firm's director of zoning services**".

"**Most of the inns have been issued certificates of occupancy as "rooming houses**." But residents object to that classification, saying it implies long-term tenants, not the one night stays common at Kalorama Guest Houses and other inns. **Ann Hargrove, zoning**

chairman of the Kalorama Citizens Association, said what's needed is to add a strong definition of "transient" to the zoning regulations, and to prohibit transient accommodations in residential areas."

Please take the time to read the whole article, it clearly explains the inn business issues we are involved with right now, and it also shows that Mr. Bird was not running an illegal Guesthouse Business, he was doing what the law clearly allowed him to do.

As stated on the newspaper article and I quote, "**Most Inns have been issued certificate of occupancy as "rooming houses".** This means, Mr. Bird could not have gotten anything other than a rooming house C. Of O, even though he was operating a guesthouse/hostel with transient business.

b) Letter dated 11/12/85, were Mr. Bird states that he rented most of his house to visiting transient students and youth hostelers and he quotes the law allowing him to do so. He also mentions the fact that he was registered and paying the applicable sales & hotel occupancy tax since 1976, even though current DC tax records shows 1979 (**attachment #3**).

c) On the Registration/Claim of Exemption Form approved by the Rental Accommodations and Conversion Division, (enclosed with previous package) it clearly states 15 beds, meaning 15 rooms, one bed per room (this explain the reason Mr. Bird had always been licensed for 15 rooms), it also shows that he could use 3 residential rooms or LESS and 4 transient rooms or MORE, up to 15. According to these documents he was not obligated to using only 8 units.

d) Previous owner was paying required Hotel Occupancy Tax later know as Sales and Use Tax as per attached letters dated 7/9/03 and 8/19/03 (enclosed with previous package). **Please be it known that we haven't made any tax payments on behalf of Mr. Bird** and as per conversations with the Estate Administrator's office, Mr. Eric Williams stated that they will not pay the tax amount due until they can verify its accurateness.

e) Statement from Mr. Bird's common law wife, Irina Sokolovskaia, which demonstrates that he was in business at the guesthouse until up to the day he died, (**attachment #4**)

f) As for the house being occupied after Mr. Bird's death, we met one of the people living at the guesthouse when we first toured the house with the selling real estate agent, his name was Earl (can't remember last name). He told us, he worked for Mr. Bird as an Innkeeper, front desk service, handyman, etc., for the last four years. He also told us there was another man that stayed at the guesthouse every time he was in town, his name was Mike. Please see copy of Sales Contract (**attachment #5**) indicating post settlement occupancy issues.

3. As to the claim of grandfathered rights to operate an 8-unit rooming house, we bring to your attention the following facts:

a) Mr. Bird was in business at the guesthouse up to the day he died, as per statement from his common law wife, Irina Sokolovskaia, (please see attachment #3)

b) Mr. Bird paid the applicable taxes until March 2001, as per Office of Tax and Revenue letters dated 7/9/03 and 8/19/03. The burden here was for us to prove that tax payments had not elapsed within the last Three Years. If Mr. Bird had not paid his taxes, the property would have been sold at tax sales or there would have been tax liens attached to the property. The title policy showed a clear title, no tax or other liens attached to the property.

4. As to the expansion of number of rooms:

a) We did not expand the number of rooms in the rooming/guesthouse, instead, we reduced it from 13 bedrooms to 12 bedrooms and kept the Living Room (calling it Conference Room) and the Dining Room and Kitchen as it was before. Please see Demo Plans (**attachment #6**) for number of pre-existing rooms and construction plans (enclosed with previous package) for number of proposed rooms.

b) Mr. Bird was licensed for 15 rooms because he was using the Dining and Living Rooms as sleeping rooms, please refer to business licenses and Rental Administrator Exemption Form which state 15 rooms (enclosed with previous package).

DISCUSSION

I. A preliminary point: the nature of the Case

A. Variance case

The following explanation is to show the reasons why we ended up in a public hearing for an use variance instead of being grandfathered by the Zoning Administrator's Office.

On 3/10/03, when we first started going through the steps to acquire a business license for the Inn (because we thought that was what we had to do) we spoke with Mr. Frank Moody at the Zoning Office. We explained to him our situation mentioning that we wanted to be grandfathered into the previous business. However, he said we couldn't do that and explained to us the steps we should take. He went on to say that First thing was to apply for a C. of O. for an Inn and then just wait for a response letter and go from there. Mr. Moody did not allow us to do a change of ownership at that time.

On 3/14/03 we signed a contract with Mr. Girma Allaro, from G. A. Engineering Associates, P.C., for engineering and zoning processing services (**attachment #7**)

attached). On 3/20 Mr. Allaro got us the C. of O. evidencing the change in ownership.

B. Applicant's failure to appeal Zoning Administrator's ruling...

We, the applicants, followed the instructions given to us by the professionals working at the Zoning offices. As you can see under "Summary of Conclusions", we didn't know we were supposed to file an appeal since this option was never given to us.

Nonetheless, we pursued the Administrator's office regarding the grandfathering law via several phone calls, e-mails and meetings, once we found out they were the ones that should help us. Under the circumstances we believe we appealed, even though not formally, but this should be acceptable as a **Verbal Appeal**.

II. Is there a basis for a claim of grandfathered rights to operate an inn?

A. Yes, there is! Please refer to the following attachments:

- Letters from the Office of Tax and Revenue evidencing that the applicable taxes were paid by the previous owner since at least 1976 until March 2001 (enclosed with previous package).

- Enacted Hotel Occupancy and Surtax on Corporations and Unincorporated Business Tax Act of 1977. On 1989 Amendment 7628 was ADOPTED and one of its purpose was to allow landlords subject to the Tax Act of 1977 to continue transient business in residential areas, including rooming houses (enclosed with previous package).

- **1989 DC Register, Vol. 36 – Amendments 7627 and 7628: (enclosed with previous package)**

  Amendment 7627 amended the definition of **rooming house** to include a length of stay limit and to preclude transient accommodation establishments, such as a hotel, motel, inn, bed and breakfast, private club, tourist home and guest house from its definition.

  Prior to the issuance of Amendment 7627 the rooming house definition **did not specify a limit on the length of stay, nor did it preclude inns, guesthouses, tourist homes**, and other transient accommodations from its definition. (see DCMR Title 11 of 1987).

  Our grandfather claim is based on the definitions in place prior to the changes made in 1989. Evidently at this point the previous owner was grandfathered into the new law as an inn.

The 1989 Amendment 7627 also amended the definition of **inn** ~~to include~~ establishments known as bed and breakfast, hostel or tourist home, and to preclude, amongst others, **rooming houses**.

Prior to the issuance of Amendment 7627 the inn definition did not preclude rooming house. Evidently at this point the previous owner was grandfathered into the law.

Again our grandfather claim is based on the definition in place prior to changes made in 1989.

- Amendment 7628 **ADOPTED** a definition of transient accommodation where as, transient accommodation was permitted if a property was subject to the "District of Columbia Hotel and Occupancy and Surtax on Corporations and Unincorporated Business Tax Act of 1977", which this property was, see letters from the Office of Tax and Revenue.

- 1987 Washington Post article regarding the issue of inns operating with rooming house certificate of occupancy and the legality of it, and much more. This article evidences that Mrs. Hargrove was/is aware of inns operating with rooming house C. Of O. even back then.

As for the non-existence of a certificate of occupancy for an Inn, please refer to the newspaper article of 1987 which clearly states that inns were issued certificates of occupancy as rooming houses. Mrs. Ann Hargrove, was aware of this problem and said, and I quote "what's needed is to add a strong definition of "transient" to the zoning regulations", and this was accomplished with the Adoption of Amendment 7628.

B) Provisions of law having to do with transient usage in residential zones??

Please refer to 1987 Washington Post article on the subject and Amendments 7627 and 7628 issued and adopted in 1989, which allows for the transient usage in this case.

Again we state our position as to the reason we purchased the 2005 Columbia Guesthouse property, which was with the sole intention of making it our residence and continue to run the guesthouse business being run there by the previous owner. He was not running an 8-unit rooming house nor a 6 unit bed and breakfast. He was running a 15 unit guesthouse because evidently he was being allowed to use his Living and Dining Rooms as sleeping rooms. I say evidently, because he was being inspected and approved for 15 rooms, as it is evidenced by his Business License and Rent Administrator's Exemption form.

The point here is, as per the Demo Plans, there were 13 bedrooms, 1 living room, 1 dining room and a kitchen. Zoning approved a construction plan for 12 bedrooms, 1 living room, 1 dining room and kitchen.

C) **History of Usage by previous owner before and after the revised regulations on transience were adopted.**

1. **Certificate of Occupancy:** Owner had a Certificate of Occupancy for a rooming house. As previously stated, please refer to the newspaper article of 1987 which clearly states that inns were issued certificates of occupancy as rooming houses. Mrs. Ann Hargrove, was aware of this problem and said, and I quote "what's needed is to add a strong definition of "transient" to the zoning regulations", and this was accomplished with the Adoption of Amendment 7628.

2. **Business tax registration**.
As per letter dated 8/19/03 from Mr. William Bowie, Disclosure Attorney, Office of General Counsel letter to Mr. Watsky, Special Administrator of the Estate of Richard Bird, Mr. Bird was registered with the Office of Tax and Revenue (then Finance and Revenue) since 1979 and was paying the Hotel Occupancy Tax and (until when it was abolished) and Sales and Use Tax until March 2001.

The point that we would like to make here is that if Mr. Bird had not paid his taxes, wouldn't his property be sold at a tax sale or wouldn't that show when a title search was done for the closing on 3/7/03? The title search revealed no tax lien or any other type of liens on the property.

Be it known that we the applicants have not made any tax payments on Mr. Bird's account neither had the Estate Administrator's assistant, Mr. Eric Williams until we last spoke on 8/27/03. As a matter of fact he asked us for any information we might have on tax payments made by Mr. Bird so he could ascertain the accurateness of the outstanding bill.

3(c & d) Business taxes: analysis of payments.

We were asked at the public hearing by Mr.Griffis to provide proof that 3 years have not elapsed since the previous owner made his last applicable tax payments. We believe we have accomplished that with letter from Mr. William Bowie, Disclosure Attorney, Office of General Counsel, Office of Tax and Revenue, dated 8/19/03, which states that Mr. Bird's last payment was made on March 2001 for Sales and Use Tax and 1998 for the Hotel Occupancy Tax that was abolished in 1998.

As far as accurateness as to what is still owed, all we know is that when a property owes taxes to the government, they end up in tax sales. This property was not sold at a tax sale and there is no record showing that it was ever referred to a tax sale.

When we purchased this property a title search was performed (this is a requirement by the lending bank), they want to make sure there are no liens attached to the property. The title company got a clear title **(attachment #8)**, no tax or other liens found, otherwise the sale would not have gone through.

4. Business license and rental accommodation exemption

a. Business license history:

As we previously stated, there were 13 bedrooms in the guesthouse (please refer to the approved Demo Plans), Mr. Bird counted as 15 by adding the Dining Room and Living Room as sleeping rooms. This we know because we purchased the house with everything in it, as it was when he died. So there were a total of 15 rooms, if you count it the way Mr. Bird and obviously all the inspectors did. As you know, the property has to be inspected every time you renew a business license.

b. Registration/Claim for Rental Accommodations exemption:

On the attached Claim of Exemption form from the Rental Administrator, they were not referring to number of beds but to number of rooms. Also, it clearly states the use of 3 Residential Rooms OR less and 4 transient rooms OR more, this said, its clear that Mr. Bird could use up to 15 rooms if he so chose and evidently he wasn't required to get a new C. of O. for15 units because the Claim of Exemption form allowed him to have up to 15 rooms.

5. Cessation of operation.

Mr. Bird died on 4/8/2003, as stated on the Affidavit of Irina Sokolovskaia, his common law wife.

As for the "Closed" sign, it was actually placed on the front door by me, Lucia Rosan, after we purchased the building, I don't know if it had been there before and removed. As for the occupants of the guesthouse, there were 2 that we knew of. Earl lived at the guesthouse as a handyman, front desk clerk, housekeeper, etc, in exchange for a place to stay, so we were told by him and the selling agent. There was also a Mike (the last names can be obtained from Mr. Watsky's office), this man had a key to the house and came in whenever he was in town, as per Earl.

As you can see per copy of attached Sales Contract dated 2/12/03, and Sales Contract Addendum of same date (see attachment #4), there were provisions for rent back in accordance with terms of post occupancy agreement. The Selling Agent and the Estate Administrator were negotiating with Earl to vacate the premises prior to the closing date. Earl actually vacated a few days prior to closing. We never heard from the other person until after closing when we secured the front door with another lock. Mike stopped by the guesthouse and since he could no longer get in, he left us a note letting us know that he needed to get some of his tools left in the guesthouse. We passed this information onto the Estate Administrator.

III. If a grandfathered right to an 8-room transient accommodation should be established, can that nonconforming use be expanded to more than 8-rooms?

In this case the answer is Yes, because there are Two documents evidencing 15 units.

First of all please let it be known that Mr. Allaro, from G. A. Engineering Associates, P.C., told us he met and discussed the construction plans with the zoning reviewers prior to it being approved several times because he wanted them to tell him the best way to go about the process. He assured us he had many years of experience and we felt safe with him because we met him at the zoning office, while waiting for Mr. Frank Moody to process our application for the inn C. of O. Mr. Allaro also told us he worked in the zoning department, with the reviewers in a superior position. After a long wait, the plans were approved by all including Mr. Agipong, Chief Structural Engineer. We first got the Demo Permit for the existing 13 bedrooms, 1 living room, 1 dining room and a kitchen, and then the Construction Permit for 12 bedrooms, including bathrooms.

As you can see per the plans, we ended up with one less bedroom (12 instead of 13). However, we added bathrooms to most of the bedrooms to make it more desirable.

As to the other problems mentioned by Mrs. Hargrove, contrary to what she says, there is access to the fire escapes from all of the floors and from all of the rooms. We met and discussed this issue with Mr. Chen, Structural Engineer, and he said the plans were correct, no problem there.

As for the parking requirement issue, it was waived because this is a historical property in a historical district (**attachment #9**).

ATTACHMENT # 1

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION
APPLICATION FOR CERTIFICATE OF OCCUPANCY

Date 8/11/03 Receipt No.

Application Fee $33.00 Non Refundable
Certificate Fee is Based on square footage 60010 Cashier=s No.

INFORMATION ON PROPOSED BUSINESS

1. Premise Address 2005 Columbia Rd, NW Suite/Room No
2. Business Telephone No. 703-768-0335 Fax No. 703-768-3334 Lot 150 Square 2536
3. Trade Name of Business
4. Is Business Incorporated? Y/N Partnership? Y/N Sole Proprietor Y/N New/Existing
5. Corporate Name
6. President Vice President Secretary
7. Sole Proprietor Lucia Rosan & Claudio Rosan
8. Business Owner=s Mailing Address 2005 Columbia Rd, NW phone # (daytime) 703-768-0335

INFORMATION ON OCCUPANCY

9. Ownership Change ☐ Partial Occupancy ☐ New Bldg. ☐ Use change ☒ Load Change ☐ B.Z.A No.
10. Proposed Use of Premises Rooming House
11. Prior Use of Premises Rooming House
12. Proposed Occupancy Load 12 room units Square Feet Occupied 5377
13. Floors to be Occupied all & Basement Basement? ☒ Yes ☐ No
14. Is this Business Sexually Oriented according to the DC Zoning Regulations ? ☐ Yes ☒ No

INFORMATION ON ENTIRE BUILDING

15. Building Owner Lucia & Claudio Rosan Telephone No. 703-768-0335
16. Building Owner=s Address: 2005 Columbia Rd, NW
17. Square feet 5377 Numbers of floors 4 Basement Yes

ATTESTATION & SIGNATURE

I certify that all of the statements on this application are true to the best of my knowledge and belief. I agree to comply with all applicable laws and regulations of the District of Columbia.

18. Owner of Business Lucia Rosan (Etg) Date 8/11/03
Signature

If Authorized Agent for owner of Business (Attach Authorization)

19. Agent=s Name Date
Print Clearly Signature

20. Agent=s Address

Visit our website www.dcra.org/permits for permit applications.

ATTACHMENT # 2

DISTRICT
WEEKLY



BY SHARON FARMER FOR THE WASHINGTON POST

ene Thompson, owner Adams Inn, and Sybille Cooke, hostess and manager, stand in the dining room of 1744 Lanier Place. Thompson plans to annex his inn.

The Bed-and-Breakfast Dilemma



BY SHARON FARMER FOR THE WASHINGTON POST

hen Gayle Ellsworth, who lives on Mintwood Place, says the inns add to parking and traffic problems.



BY VANESSA BARNES HILLIARD—THE WASHINGTON POST

na Guest Houses owner Roberta Pieczenik: "I came into a community and dramatically upgraded it."

Some Lodge Complaints, Others Lodge Relatives

By Viveca Novak
Special to The Washington Post

In a war on what some residents call "creeping commercialization," the latest front seems rather comfortable.

"A brass bed with plush comforter in a warm and cozy atmosphere," says a description of Kalorama Guest Houses in a recent guide to bed-and-breakfast inns.

Neighbors of the inn, which takes up four houses on one-block-long Mintwood Place in Adams-Morgan, aren't willing to nestle in. They and others in similar proximity to inns throughout the city complain of increased traffic and parking problems, the loss of housing units, and the commercialization of their residential neighborhoods—where, they say, the inns are illegal.

"There's the immediate impact of double parking and additional traffic," said Gretchen Gayle Ellsworth, who lives on Mintwood with her husband and three children. The guest houses there provide four parking spaces for 31 rooms.

"But far more serious for me is that the [guests] are not 'eyes of the street,' " Ellsworth said. "They don't know the neighborhood."

Roberta Pieczenik, who purchased the building at 1854 Mintwood nearly five years ago with her husband and began transforming it into her version of a European-style pensione and what has become the flagship of her guest-house business, said she has only improved what were once run-down rooming houses.

"I consider that I came into a community and dramatically upgraded it," said the former criminologist. "It's a very nice idea," and legal, too, she said, adding that some neighbors have lodged relatives, rather than complaints, with her.

Several blocks away, at the 11-room Adams Inn at 1744 Lanier Place, owner Eugene Thompson said his disapproving neighbors are selfish.

"One of the advantages of Adams-Morgan is the diversity that's allowed here," he explained. He plans to open a six-room annex in a neighboring house and owns two other buildings on Lanier Place.

Across the street, George Frain, secretary of

See BED, Page 3, Col. 2

The District Weekly

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Education/Jane Fisher.
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TELEPHONE: 334-7280

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TELEPHONE: 334-6567.

Neighborhood Report:
Bernard Mergo.
TELEPHONE: 334-7448
Anne Simpson.
TELEPHONE: 334-7310.
Valica Valentine.
TELEPHONE: 334-7290

Photographer:
Vanessa Barnes Hilton.

Slow Dancing in the Big City,
Friday in "Weekend"

Some Residents Lodge Complaints About Inns

BED, From Page 1

the 18th and Columbia Road Business Association, said Thompson is ducking city zoning regulations and could sour relations between business people and residents.

"Business should not expand into residential areas," he said.

The conflict about whether guest houses are permitted in residential areas may be resolved this spring, when the city's planning office is to submit a memo to the D.C. Zoning Commission on the extent of the problem. But it will not be the first memo on the issue, which has become something of a political football since incensed residents began attempts last year to ply vague zoning definitions, an underused D.C. law, and the mayor to hold the encroaching business at bay.

The confusion lies partly in definitions. Since a 1980 zoning case that prevented the expansion of the Washington Hilton on Connecticut Avenue, hotels have been barred from expanding or locating in residential zones. But the inns are not technically "hotels" under zoning definitions because they lack full restaurants.

Most of the inns have been issued certificates of occupancy as "rooming houses." But residents object to that classification, saying it implies long-term tenants, not the one-night stays common at Kalorama Guest Houses and other inns. Ann Hargrove, zoning chairman of the Kalorama Citizens Association, said what's needed is to add a strong definition of "transient" to the zoning regulations, and to prohibit transient accommodations in residential areas.

"They are using a creative interpretation of the term rooming house," said Zoning Commission Chairman Lindsley Williams.

The issues were scheduled to be addressed at the commission's scheduled April hearings on home occupations, but it will not pending further research. That is partly because of further meetings between city officials and residents, who were concerned that proposed definitions would not solve the problem. On Monday, a new memo was ordered.

In a December memo to the Zoning Commission, Fred Greene, director of the D.C. Office of Planning, said of the inns: "It is clear that this use is in contradiction to the purpose and intent of the zoning regulations and is not consistent with the objectives of the Housing Element of the Comprehensive Plan." The regulations, Greene said, need amending, partly because of the potential for further erosion of the city's housing stock.

Attorneys at Wilkes, Artis, Hedrick & Lane, a law firm that represents many Washington inns and bed-and-breakfast inns, say the residents are "hairsplitting."

"I would not call these commercial uses any more than apartment houses are," said Steven Sher, the firm's director of zoning services.

Greene said this week his office is "very sympathetic" with the residents' concerns, especially on the issue of "rental housing being converted to bed and breakfasts disguised as rooming houses."

A second line of attack for residents is a 1980 city law that prevents any building with rental units on or after that date from converting to transient use. James Aldridge, legal counsel to the Rental Accommodations Office, said he is investigating the legality of about 30 inns, and expects to start "show cause" proceedings against some of the inns this month. Responding to allegations that the law has not been enforced for years, he said it was only in November that large numbers of complaints began to pour in.

Aldridge said it is often difficult to prove a building once had rental units, especially in houses where only a portion might have been rented. Clearly some of the facilities don't fall under this law.

Some residents said they don't mind the quintessential, and increasingly common, bed-and-breakfast inn, in which a homeowner rents a room or two to overnight guests. Millie Groobey, president of the Bed and Breakfast League of Washington, a reservation service, estimated that about 80 of these facilities exist in the District, an increase from about 12 bed-and-breakfast inns five years ago.

But the larger inns, the kind upsetting residential zone harmony, also appeal to travelers who don't want to stay in sometimes impersonal and more expensive Washington hotels. Nightly charges at the inns range from about $30 to about $70 for two people.

The inn issue is one that spans the city's residential neighborhoods, and the zoning commission file is thick with letters from residents and citizens' action groups.

Other facilities targeted include 220 C St. SE, once an apartment house, now the 153-room Capitol Hill Hotel; the eight-room Gallery Inn at 19th Street NW and Florida Avenue, and the 38-room Windsor Inn, 1842 16th St. NW. David Hampson, owner of the Windsor Inn, said he hasn't heard complaints from neighbors and plans to expand soon next door. Hampson said he thinks the inn "brings something p the neighborhood."

Owners of rooming hou have the same certificates pancy as the inns, have t reasons to be furious. Mar owns a nine-unit rooming 2515 Cliffbourne Place NV 15 years has had long-term Restricted by rent contr sures, the rooms rent fo $240 per month. Godwin found it hard to believe th rama Guest Houses and th Inn seem to be growing, a officials informed her that ticonveraion law prevents l turning her building into an

Pieczenik, who has cour Philadelphia String Quartet the guests at her inn, said sh sure what she w[illegible] the a one-week mini[illegible] stay f ities like hers.

"It's a difficult position attacked for something you' carefully, with great conce hopefully, legality," she said.



Budget has Weekend Wheels for your getaway days, from Thursday noon through same time as rental Monday with a 2 day minimum. *Rent any economy through full-size car and get unlimited mileage. Our economy car

ATTACHMENT #21

COPY

ATTACHMENT # 3

2005 Columbia Road NW
Washington, DC 20009
November 12 , 1985

Rent Administrator
Government of the District of Columbia
Department of Regulatory and Consumer Affairs
Washington, DC 20001

Re: 2005 Columbia Road, NW (Rooming House--Rental Part of Home)

Explanation--Part II

The above premises constitute part of my home which I rent out mostly to visiting transient students and youth hostelers. Basis the provisions of D.C. Law 6-10 please consider this a claim for exemption of the above premises. Specifically said law makes provisions for housing accommodations (rooms) for transients, i.e., guests staying less than 90 days, excluding such from its coverage. Section 103, Pa 14 of this law stipulates:

> "Housing accommodation" means any structure or building in the District containing 1 or more rental units and the land appurtenant thereto. The term "housing accommodation" does not include any hotel or inn with a valid certificate of occupancy or any structure, including any room in the structure, used primarily for transient occupancy, and in which at least 60% of the rooms devoted to living quarters for tenants were used for transient occupancy as of May 20, 1980. For the purpose of this act, a rental unit shall be deemed to be used for transient occupancy only if the landlord of the rental unit is subject to and pays the sales tax imposed by section 114(1)(3) of the District of Columbia Sales Tax Act, approved May 27, 1949 (63 Stat. 112; D.C. Code, sec. 47-2001(n)(1)(C)." (Underlining for emphasis only--not in original)

As the housing provider I have been registered since 1976 for, and have paid (and continue to pay) both the applicable sales & hotel occupancy taxes, including said date of May 20, 1980, retaining at least 60% of the commercial living quarters for transient occupancy. Thus, the Act expressly excludes the above premises from its coverage.

D.C. Law 6-10 further excludes the above premises from its coverage basis Pa 3, Section 205 which excludes:

> "Any rental unit in any housing accommodation of 4 or fewer rental units, provided:
> (A) The housing accommodation is owned by not more than 4 natural persons;
> (B) None of the housing providers has an interest, either directly or indirectly, in any other rental unit in the District of Columbia."

Section 103, Pa 33, stipulates that the term "rental unit" means "any part of a housing accommodation which is rented or offered for rent for residential occupancy and includes any apartment, efficiency apartment, room..." (underlining not in original). "Residential occupancy" in contrast to transient occupancy is, basis D.C. tax law, an occupancy over 90 days and I offer 3 such units only. The above premises constitute my sole residence and are not owned by more than 4 natural persons nor does the housing provider, i.e., myself, have any interest directly or indirectly in any other rental unit in the District of Columbia. Thus D.C. law 6-10 exempts the above premises basis Pa 3 of Section 205 and excludes it from its coverage basis Pa 14 of Section 103.

Sincerely,

Richard W. Bird
Housing Provider

Superior Court of the District of Columbia
Probate Division
Washington DC 20001-2131

ATTACHMENT # 4

In Re:

Estate of Richard W. Bird
(Deceased April 8, 2002) Adm. No. 959-02

AFFIDAVIT OF IRINA SOKOLOVSKAIA

COMES NOW Irina Sokolovskaia and being first duly sworn hereby deposes and states as follows:

1. My name is Irina Sokolovskaia, and I currently live at 1011 Arlington Boulevard Apt. 625, Arlington, Virginia. I was born in Moscow, Russia. I am a lawful permanent resident of the United States. I arrived in the United States in 1992.

2. I first met Richard W. Bird upon my arrival in Washington DC in 1992. I met him when I first took a job as a housekeeper in his guesthouse at 2005 Columbia Road NW, Washington DC.

3. Richard's father died many years ago and is buried in Arlington Cemetery.

4. Richard's mother was born in Germany. She died in 1966 and her will was probated in DC Superior Court leaving her estate to her only son, Richard (Case #117352)

5. I have never been married and I was eligible to marry Richard. Richard was never married and he was eligible to marry me.

6. Soon in 1992 we developed a romantic relationship. We remained romantically involved with each other until he died. I was with him at the hospital when he died.

7. In 1994 he began talking constantly about the two of us getting married. In about 1995 he said directly to me "we should get married".

8 I am of Russian Orthodox faith, receiving the sacrament of Baptism there as a baby. Though Richard was raised a Christian, he was agnostic and only went to church because I would go. A religious marriage ceremony then in my mind, was not possible.

Bernard J. Simbole, Esq.
2528 North McKinley Street
Arlington, Virginia 22207
(703) 538-4860

ATTACHMENT #4

9. In my former Country of the USSR – the custom of a formal marriage was not necessary. Couples may, if they wish, get government papers to get married. But a "Civil Marriage" was the act of becoming married without a ceremony and without papers. Many people married this way.

10. So, I accepted his proposal for marriage, and I agreed to be his wife. We immediately took up living arrangements in his guesthouse at 2005 Columbia Road in cohabitation. As proof of this fact I attach a copy of my District of Columbia identification card listing his address as my address.

11. After some time I asked him if I could move out of the rooming house because it lacked privacy. Guests were constantly coming and going from the home, and the common areas of kitchen and bathroom were also the areas that we had to use as husband and wife. He agreed and began to give me regular financial support on a monthly basis. I accepted his financial support as his wife. He had been providing this support since 1992 until the day he died.

OK

As his wife, I cleaned our home, mended his clothes, and shopped for our food, tools and maintenance items. I picked up our mail from the post office boxes, as well as sort mail that came directly to his house. I occasionally cooked meals for us, but he preferred going out for meals together, which was almost every day. I spent almost every day with him at the house.

13. I assisted him in organizing and paying his bills monthly. We usually did this together.

14. Richard was very intelligent and physically active. But he was also eccentric. We did often socialize with Alex and Kate Arce when they were neighbors, and after the Arce's moved to MacArthur Boulevard. Richard would refer to me as his wife in front of the Arce's and I would acknowledge this relationship in their presence.

15. On April 7, the day before he died, I was with Richard from early in the morning into that afternoon. He wanted to go swimming and asked me to go with him. I said I preferred to do some window-shopping while he exercised. He said he would call me later to go out for dinner. A couple hours later I received a phone call from his cellular number. I immediately called him back. A lady answered the phone. I asked who she was and she identified herself as a nurse at George Washington University Hospital. She told me that he was in the emergency room and she was his nurse. I rushed to be at his side.

16. I had to wait several hours until he was medically stabilized in intensive care before I could see him. One of his doctors asked me if he had any living relatives, and I said "no". They informed me he had severe bleeding in his

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Arlington, Virginia 22207
(703) 536-4360

ATTACHMENT # 4

brain and could not live. I tried to speak to him, but she told me he could not hear. That was the last time I saw him alive.

17. I have since asked for and received possession of his body from the DC Medical Examiner's office. I have arranged for interment of his body at Arlington National Cemetery, next to his mother and father, through Murphy's Funeral Home. I am awaiting permission of this court through letters and testamentary to accomplish this task. Mr. Bird's body remains unembalmed in cold storage until I receive that permission.

18. We were together for the last ten years and we were husband and wife for the last 7 years.

Dated June 11, 2002

Irina Sokolovskaia

Irina Sokolovskaia

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

Before me appeared Irina Sokolovskaia, and having produced acceptable identification, I administered an oath under penalty of perjury. She declared this to be her sworn statement on this June 11, 2002.

Margaret Ann Hile

Margaret Hiie, Notary Public at Large

My commission expires on 6/30/2005

Bernard J. Simbale, Esq.
2528 North McKinley Street
Arlington, Virginia 22207
(703) 538-4860

MR. WOLFSKY, ESQ.
(202) [redacted]1-1257

ATTACHMENT #5

SALES CONTRACT ADDENDUM # _____

Date of the addendum February 12, 2003 Contract date February 12, 2003

Between Estate of R. W. Bird (Seller) and

Claudio and Lucia Rosen (Purchaser)

For Lot: 0150 Block: 2536 Subdivision: Kalorama

Address: 2005 Columbia Rd. N.W. Washington D.C. 20009

Purchaser(s) acknowledge and agree to pay an administrative fee of $195.00 to the selling broker at the time of settlement. In the event this fee is considered non-allowable by FHA/VA/HUD, this fee shall be included in the FHA/VA/HUD non-allowable costs paid by the seller.

1. Purchaser will take care of disposing of all trash and debris on the property.
2. Seller agrees to keep water and heat and electricity turned on until Settlement.
3. Property to convey in the same condition as of contract ratification.
4. All furnishings and everything presently in the house to convey.
5. House to be free of all occupants at settlement.

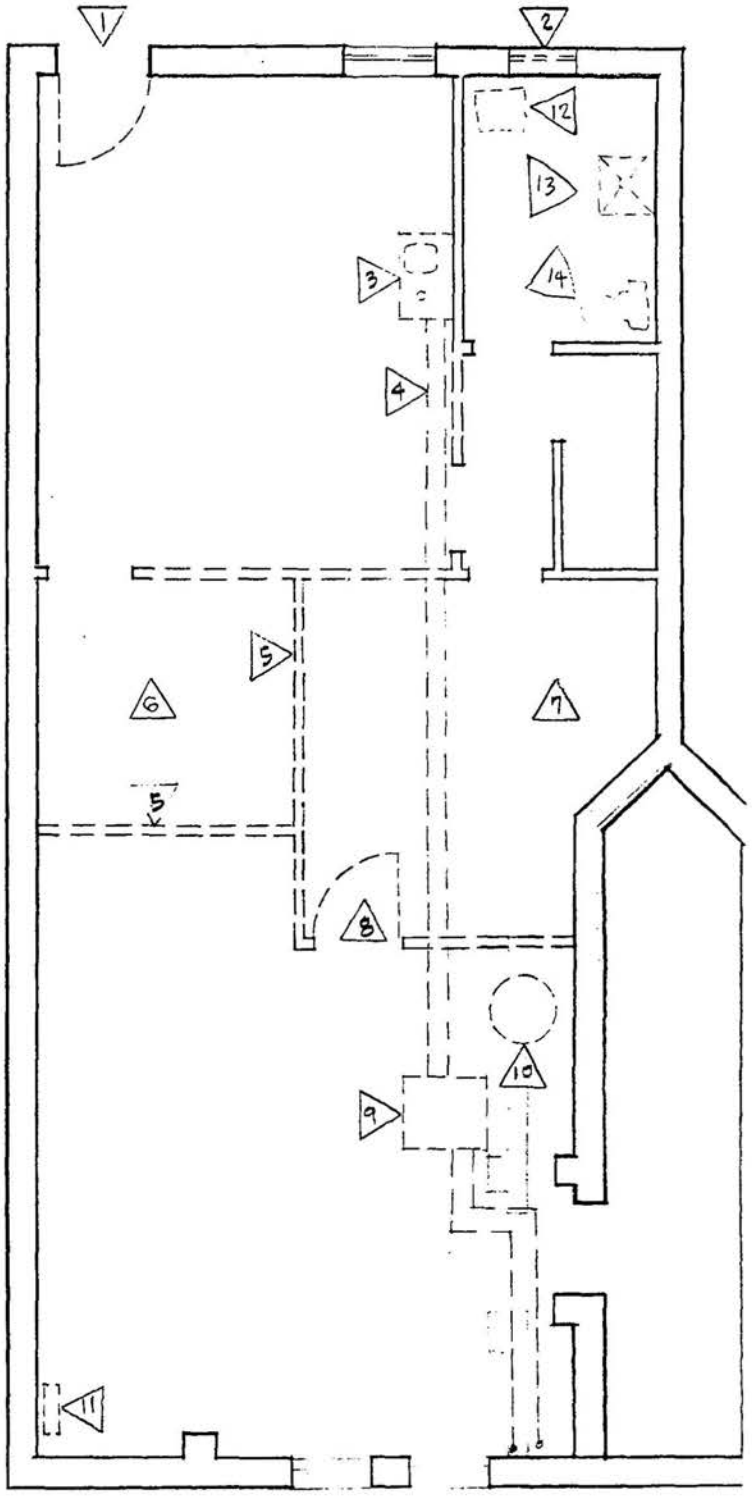
This addendum shall not alter, modify or change in any other respect the Contract, and except as modified herein, all of the terms and provisions of the Contract are expressly ratified and confirmed and shall remain in full force and effect.

(Seller) (Date) (Purchaser) (Date)

(Seller) (Date) (Purchaser) (Date)

CBS 137 Rev 9/00

ATTACHMENT #6



BASEMENT FLOOR EXISTING C

DEMOLITION F

ATTACHMENT # 6

DEMOLITION NOTES

1. REMOVE METAL DOOR
2. REMOVE WINDOW
3. REMOVE SINK AND ASSOCIATED PLUMBING
4. REMOVE HOT WATER HEATING PIPES
5. REMOVE PARTITION
6. REMOVE FLOOR TILE
7. REMOVE GYP BD. CEILING
8. REMOVE WOOD DOOR AND FRAME
9. REMOVE HOT WATER FURNACE
10. REMOVE WATER HEATER
11. REMOVE FUSE PANEL
12. REMOVE LAVATORY
13. REMOVE SHOWER STALL
14. REMOVE WATER CLOSET

ADITIONS &

N:

G.A.

ENGINEERING ASSOCIATES, P.C.

WASHINGTON, D.C . 20011
(202) 223-4439

DISTRICT OF COLUMBIA
GIRMA G. G. ALLARO
No. 9042
REGISTERED
PROFESSIONAL ENGINEER

WE HAVE REVIEWED THIS DRAWINC AND AFFIRM ITS GENERAL CONFORMANCE WITH GOOD ENGINEERING PRACTICE. CONSTRUCTION TECHNIQUES AND COORDINATION WITH OTHER TRADES IS THE RESPONSIBILITY OF THE CONTRACTOR.

REPAIRS AND ALTERATIONS TO INN
2005 COLUMBIA ROAD, N.W.
WASHINGTON, D.C.

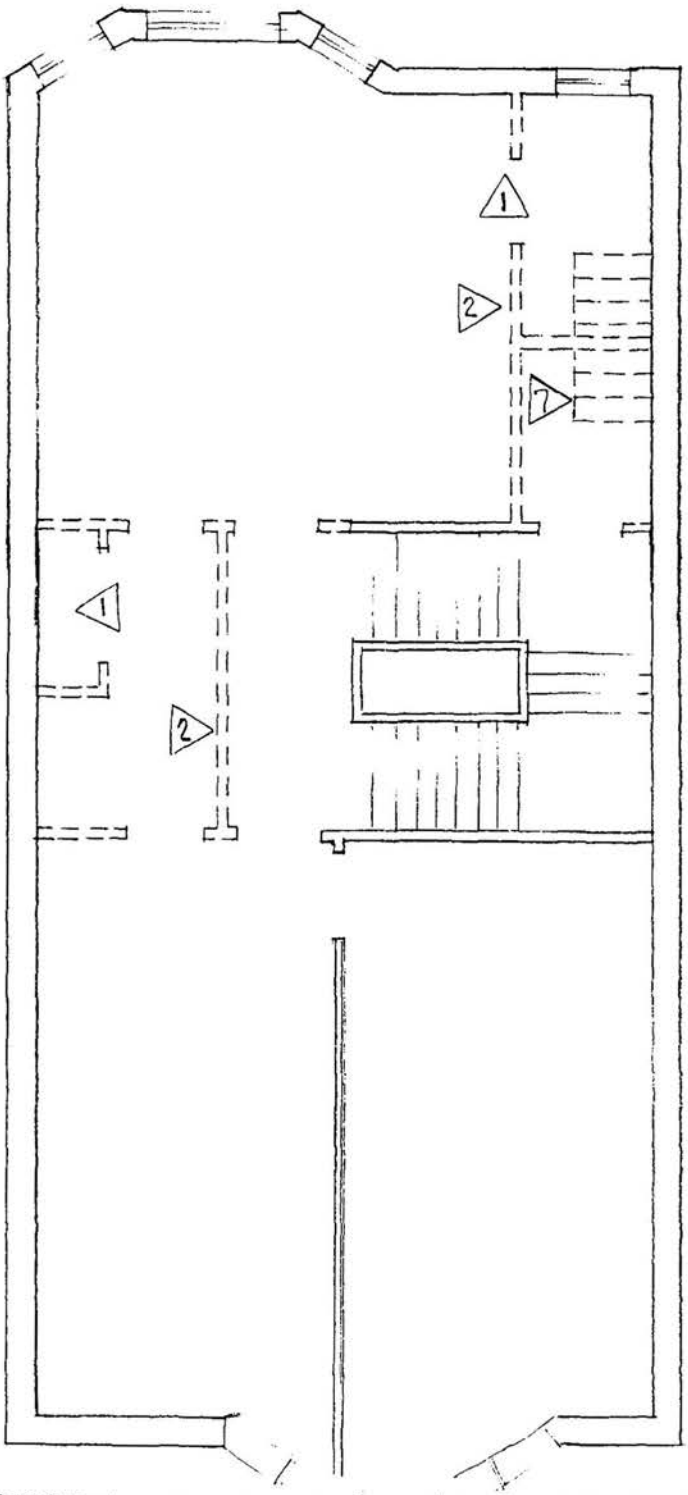
NO.	DESCRIPTION	DATE:

PROJECT NO 04-2003-45
DESIGNED BY: RMills
OWNER Eng.
CHECKED BY: RMills
DATE: 04-21-2003
SCALE: 1/4" = 1'-0"
ARCHITECTURAL CONSULTANT: Robert J. Mills

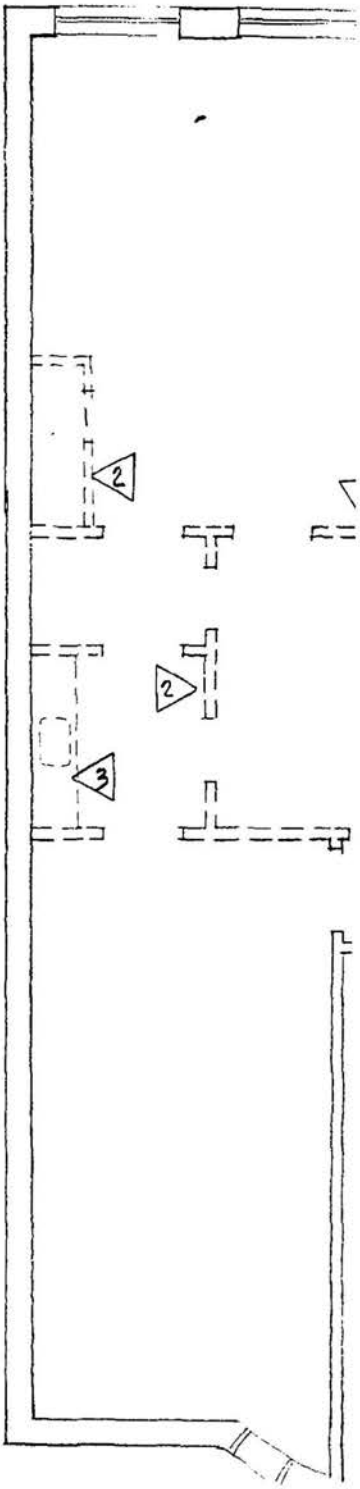
D-1

ATTACHMENT 7

1. REMOVE DOOR
2. REMOVE PARTITION
3. REMOVE SINK AND ASSOCIATED PLUMBING
4. REMOVE LAVATORY AND ASSOCIATED PLUMBING
5. REMOVE SHOWER STALL AND ASSOCIATED PLUMBING
6. REMOVE WATER CLOSET AND ASSOCIATED PLUMBING
7. REMOVE STAIR TO FIRST FLOOR



SECOND FLOOR EXISTING CONDITIONS & DEMOLITION PLAN

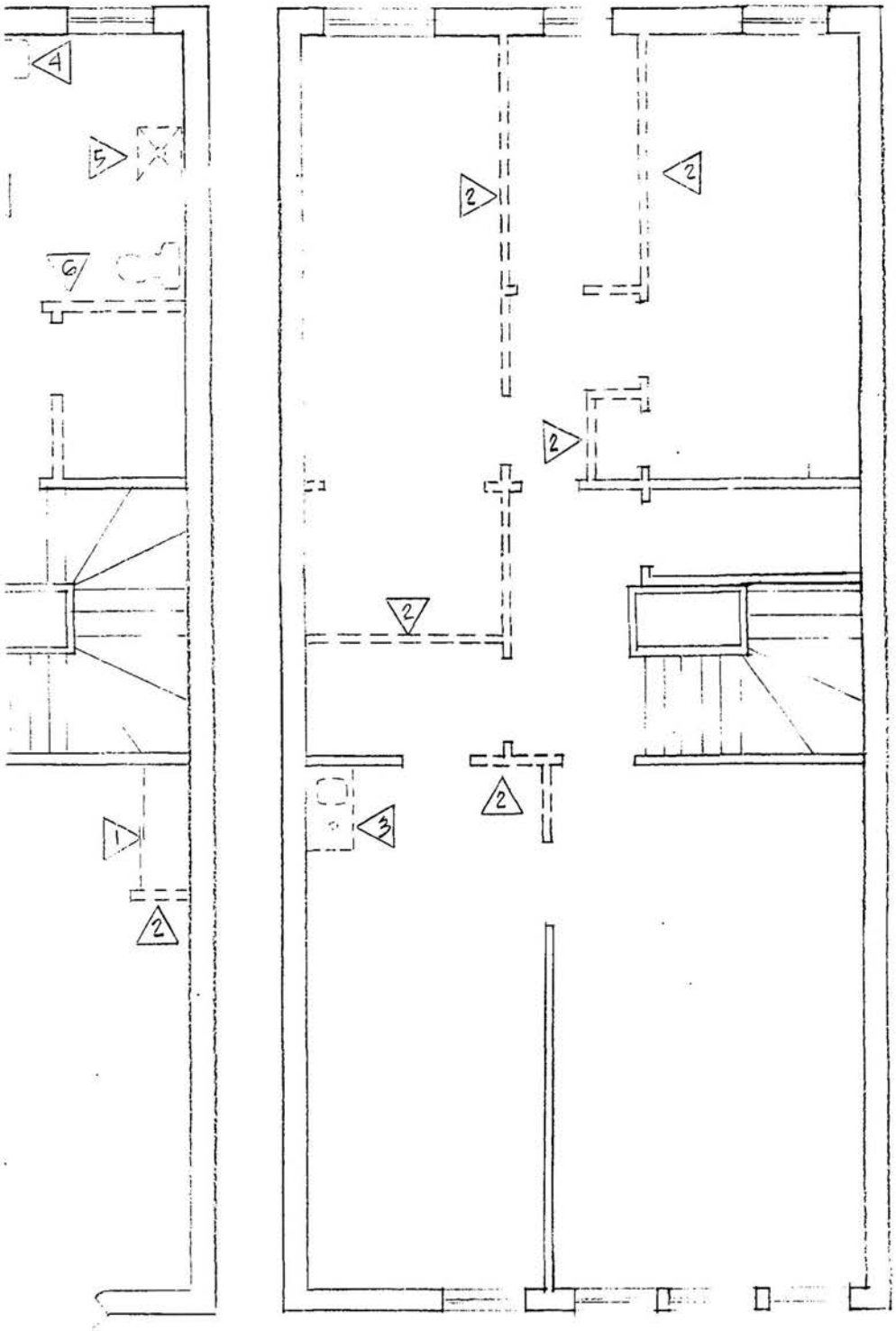


THIRD FLOOR EXI
DEMOLITIC

G.A.

ENGINEERING ASSOCIATES, P.C.

1326 MISSOURI AVE. N.W.
WASHINGTON, D.C. 20011
(202) 223-4439



CONDITIONS & LAY

FOURTH FLOOR EXISTING CONDITIONS & DEMOLITION PLAN

REPAIRS AND ALTERATIONS TO INN
2005 COLUMBIA ROAD, N.W.
WASHINGTON, D.C.

NO.	DESCRIPTION	DATE:

PROJECT NO.	04-2003-45
DESIGNED BY:	Mills
OWNER:	Ray
CHECKED BY:	Mills
DATE:	04-21-2003
SCALE:	1/4" = 1'-0"
ARCHITECTURAL CONSULTANT:	Robert J. Mills

D-2

ATTACHMENT # 7

G.A. ENGINEERING ASSOCIATES, P.C.
1325 Missouri Avenue, N.W., Suite 100
Washington, D.C. 20011
(Cell) 301-675-7786
Fax: (202) 293-1094

March 14, 2003

Lucia Claudio Rosan
Washington, D.C.

PROPOSAL

FOR ENGINEERING AND ZONING PROCESSING SERVICES

Phase 1: Engineering zoning services to secure inspection, plan for renovation (if necessary), to secure a Certificate of Occupancy and Business License for 2005 Columbia Road, N.W., Washington, D.C. 20009. The anticipated time frame to complete this task is approximately three weeks.

Phase 2: Engineering services and building code consultation for the property to provide a complete building plan, stamped and signed by a Professional Engineer, and having the property inspected by DCRA to secure a Certificate of Completion, Certificate of Occupancy, and Business License for an inn/tourist home. The anticipated time frame to complete this phase, including preparation of plan (eight weeks) and completion of construction is a period of not more than one year pursuant to D.C. Building Code).

Professional Engineering Services
Administrative Services
Maximum cost of services not to exceed

Payment Terms:
Down payment
Upon completion of Phase 1 (securing Certificate of Occupancy and Business License):
Upon completion of Phase 2 (securing complete plan and permits):
Upon securing of Certificate of Completion, Certificate of Occupancy, and Business License:

REVIEWED AND AGREED TO:

Lucia Claudio Rosan

Girma Allaro, P.E.

F.P. Form 19.1

ATTACHMENT # 8

GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRE DEPARTMENT
WASHINGTON, D. C. 20001

Ms. Ruby Coston-White
Program Manager
License Renewal Branch
Department of Consumer and Regulatory Affairs
941 North Capitol Street, NE, Suite 7242
Washington, DC 20001

Dear Ms. Coston-White:

The following facility has been inspected and found to be in compliance with the District of Columbia Fire Prevention Code.

NAME OF FACILITY	ADDRESS
Richard Walter Bird Rooming House	2005 Columbia Rd N Washington, D.C. 2000

Insp. Early 24 Feb. 00

ATTACHMENT # 4

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION

APPLICATION TO CERTIFY A HISTORIC BUILDING FOR D.C. ZONING REGULATIONS OR CONSTRUCTION CODES

I hereby request certification that the following property is a historic landmark or a building or structure contributing to the character of a historic district in the D.C. Inventory of Historic Sites, for the purpose of D.C. Zoning Regulations or the D.C. Construction Code. A photograph of the front of the building is attached.

Address: 2005 COLUMBIA RD NW

Square: 2536 Lot: ~~1~~50
150

PURPOSE OF REQUEST:

✓ Waiver of Additional Off-Street Parking Spaces (Section 2100.5)

____ Waiver of Additional Off-Street Loading Spaces (Section 2200.5)

X Increase in Number of Sleeping Rooms in a Bed-and-Breakfast Facility (Section 203.8)

____ Non-Mandatory Compliance with Code Provisions (BOCA Section 3406.1)

____ Alternative Compliance Provisions for Existing Buildings (Chapter 34, DC Construction Code Supplement of 1999)

CLAUDIO & LUCIA ROSAN — (703)768-0335
Applicant — Telephone

2005 COLUMBIA RD NW 20009
Address

[signature] — 7/10/03
Signature — Date

HISTORIC PRESERVATION DIVISION USE ONLY
I hereby certify that this property is either a historic landmark or a building or structure contributing to the character of a historic district listed in the D.C. Inventory of Historic Sites.

[signature] — 7/10/03
State Historic Preservation Officer — Date