

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



ATTORNEY GENERAL
Karl A. Racine

Public Advocacy Division
Social Justice Section

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance is between the District of Columbia (“District”) Office of the Attorney General (“OAG”) and Respondents Yorkshire Apartments, L.L.P. and The Lenkin Company Management, Inc. (“Lenkin”) (collectively, “Respondents”). The District and Respondents (collectively, the “Parties”) agree to resolve the District’s claims as set forth below.

I. THE PARTIES

1. Plaintiff District of Columbia is a municipal corporation empowered to sue and be sued and is the local government for the territory constituting the seat of the government of the United States. OAG is authorized to bring legal actions seeking injunctive relief, consumer restitution, civil penalties, costs, and attorneys’ fees, for violations of the District of Columbia’s consumer laws, including the Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, *et seq.*

2. Respondent Yorkshire Apartments, L.L.P. is a limited liability partnership organized under the laws of the District of Columbia and maintains a principal place of business at 5101 Wisconsin Avenue NW, 5th floor, Washington, D.C. 20016. Yorkshire Apartments, L.L.P. owns the Property located at 3355 16th Street NW, Washington, DC 20010.

3. Respondent Lenkin is a company organized under the laws of the District of Columbia and maintains a principal place of business at 5101 Wisconsin Avenue NW, 5th floor, Washington, D.C. 20016. Lenkin is the property management company for 3355 16th Street NW Washington, DC 20010.

II. DEFINITIONS

4. “CPPA” refers to the D.C. Consumer Protection Procedures Act, D.C. Code §§ 28-3901, *et seq.*

5. “Consumer” includes the definition contained in D.C. Code § 28-3901(a)(2) and for purposes of this Assurance refers to any resident of the District of Columbia to whom Respondents have managed or offered rental housing accommodations at 3355 16th Street NW, Washington, DC 20010.

6. “District’s Housing Laws” means Chapter 32 of Title 42 of the D.C. Code, D.C. Code § 42-3201 *et seq.*, and Chapter 43 of Title 14 of the D.C. Municipal Regulations. 14 D.C.M.R. § 4300 *et seq.*

7. “Property” refers to the residential apartment complex located at 3355 16th Street NW, Washington, DC 20010 and known as “Yorkshire Apartments.”

III. APPLICATION

8. The provisions of this Assurance shall apply to Respondents and all persons or entities that they control or have the ability to control, including without limitation its principals, officers, directors, employees, agents, successors, assignees, affiliates, merged or acquired entities, or wholly owned subsidiaries. This Assurance is entered into by the District pursuant to the authority set out in D.C. Code § 28-3909(c)(6) and any violation of this Assurance is a violation of D.C. Code § 28-3904(jj).

IV. TERMS

9. Respondents shall not engage in any unfair or deceptive trade practice prohibited by the CPPA within the District of Columbia.

10. Respondents shall not engage in any practice that violates the District's Housing Laws.

11. Respondents shall comply with the Housing Laws regarding all notices to quit or vacate served on Respondents' tenants.

12. Respondents shall issue another notice to tenants to withdraw the August 21, 2020 Notice to Vacate in English and Spanish, served on the tenants at the Property in the manner prescribed in D.C. Code § 42-3206, and provide a copy to Counsel for the District, no later than three (3) days of the date of execution of this agreement.

13. The terms set forth in paragraphs 9 through 13 above shall only apply to Respondents' conduct in connection with the Property.

V. PAYMENT TERMS

14. Within seven (7) days of the date of execution of this agreement, Respondents shall pay to the District the sum of Seventeen Thousand Two Hundred and Fifty Dollars (\$17,250.00) as a penalty under the CPPA.

VI. ADDITIONAL TERMS

15. Upon receipt of the payment due under Section V, the District releases Respondents from all claims that the District could have brought under the CPPA based on the Notices to Quit dated August 21, 2020 and the Late Rent Notice Clarification Notices dated August 26, 2020 sent to tenants at the Property.

16. Respondents shall deliver a copy of this Assurance to all their corporate officers and management within seven (7) days of the date of this agreement.

17. Respondents shall not cause or encourage any third-parties over which it has control, or knowingly permit third-parties acting on its behalf, to engage in any practices from which Respondents are prohibited by this Assurance. This Assurance shall be considered effective and fully executed on the last date which any party executes the Assurance. This Assurance may be executed in counterparts, and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

18. All notices under this Assurance shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

Olivia Jerjian (#1034299)
Assistant Attorney General
400 6th Street, N.W., 10th Floor
Washington, D.C. 20001
(202) 215-9161
Olivia.Jerjian@dc.gov

For Respondents Yorkshire Apartments, L.L.P. and The Lenkin Company Management, Inc.:

AGREED TO BY THE DISTRICT OF COLUMBIA:

KARL A. RACINE
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Deputy Attorney General, Public Advocacy Division

JIMMY ROCK
Assistant Deputy Attorney General
Public Advocacy Division

JENNIFER L. BERGER
Chief, Social Justice Section

/s/ Olivia Jerjian
OLIVIA JERJIAN (#1034299)
Assistant Attorney General
600 4th Street, N.W. 10th Floor
Washington, D.C. 20001
(202) 215-9161 (phone)

Dated: 2/19/2021

**AGREED TO BY YORKSHIRE APARTMENTS, L.L.P. AND THE LENKIN
COMPANY MANAGEMENT, INC.**

Yorkshire Apartments, L.L.P.

Dated: _____

The Lenkin Company Management, Inc.

Dated: _____

Counsel for Respondents

Dated: _____