

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General

ATTORNEY GENERAL
BRIAN L. SCHWALB

PUBLIC ADVOCACY DIVISION

HOUSING AND ENVIRONMENTAL
JUSTICE SECTION



ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance is entered into between the Office of the Attorney General for the District of Columbia and Mayfair Mansions Limited Partnership. This Assurance¹ resolves all Covered Entities’ liability related to the Property under the Consumer Protection Procedures Act (D.C. Code § 28-3901, et seq.) (“CPPA”), the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act (D.C. Code § 42-3101, et seq.) (“Nuisance Act”), and the Lead-Hazard Prevention and Elimination Act (D.C. Code § 8-231.15, et seq.) (“LHPEA”). The Parties enter into this Assurance voluntarily and agree as follows:

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. Pursuant to D.C. Code §§ 28-3814 and 28-3909(a)-(b), the OAG is authorized to bring legal actions for violations of the CCPA, the Nuisance Act, and the LHPEA.

2. Respondent Mayfair Mansions Limited Partnership is a limited partnership organized under the laws of the District of Columbia, with its principal place of business in the District of Columbia.

¹ Capitalized terms are defined in Section II of this Assurance.

II. DEFINITIONS

3. "Assurance" means this Assurance of Voluntary Compliance.
4. "Covered Entities" means Mayfair and its direct or indirect parents, subsidiaries, affiliates, successors, assigns, principals, officers, directors, employees, agents, any other persons or entities that Mayfair controls or has the ability to control, and any other persons acting in concert with Mayfair now or in the future.
5. "DOB" means the District of Columbia Department of Buildings.
6. "Effective Date" means the date on which all parties have executed this Assurance.
7. "Mayfair" means Mayfair Mansions Limited Partnership.
8. "MPD" means the Metropolitan Police Department.
9. "OAG" means the Office of the Attorney General for the District of Columbia.
10. "Property" refers to the apartment buildings and parcels of land located at 3724 ½ Hayes St. NE, Washington, DC 20019; 3724A ½ Hayes St. NE, Washington, DC 20019; 3724B ½ Hayes St. NE, Washington, DC 20019; 3726 ½ Hayes St. NE, Washington, DC 20019; 3728 ½ Hayes St. NE, Washington, DC 20019; 3730 ½ Hayes St. NE, Washington, DC 20019; 3732 ½ Hayes St. NE, Washington, DC 20019; 3734 ½ Hayes St. NE, Washington, DC 20019; 3736 ½ Hayes St. NE, Washington, DC 20019; 3738 ½ Hayes St. NE, Washington, DC 20019; 3740 ½ Hayes St. NE, Washington, DC 20019; 3742 ½ Hayes St. NE, Washington, DC 20019; 3744 ½ Hayes St. NE, Washington, DC 20019; 3746 ½ Hayes St. NE, Washington, DC 20019; 3748 ½ Hayes St. NE, Washington, DC 20019; 3750 ½ Hayes St. NE, Washington, DC 20019; 3752 ½ Hayes St. NE, Washington, DC 20019; 3754 ½ Hayes St. NE, Washington, DC 20019; 3756 ½ Hayes St. NE, Washington, DC 20019; 3758 ½ Hayes St. NE, Washington, DC 20019; 3760 ½ Hayes St. NE, Washington, DC 20019; 3762 ½ Hayes St. NE, Washington, DC 20019; 3764 ½ Hayes St. NE, Washington, DC 20019; 3766 ½ Hayes St. NE, Washington, DC 20019; 3768 ½ Hayes St. NE,

Washington, DC 20019; 3770 ½ Hayes St. NE, Washington, DC 20019; 3772 ½ Hayes St. NE, Washington, DC 20019; 3774 ½ Hayes St. NE, Washington, DC 20019; 3776 ½ Hayes St. NE, Washington, DC 20019; 3778 ½ Hayes St. NE, Washington, DC 20019; 3780 ½ Hayes St. NE, Washington, DC 20019; 3782 ½ Hayes St. NE, Washington, DC 20019; 3784 ½ Hayes St. NE, Washington, DC 20019; 3800 ½ Hayes St. NE, Washington, DC 20019; 3802 ½ Hayes St. NE, Washington, DC 20019; 3804 ½ Hayes St. NE, Washington, DC 20019; 3806 ½ Hayes St. NE, Washington, DC 20019; 3808 ½ Hayes St. NE, Washington, DC 20019; 3810 ½ Hayes St. NE, Washington, DC 20019; 3812 ½ Hayes St. NE, Washington, DC 20019; 3814 ½ Hayes St. NE, Washington, DC 20019; 3816 ½ Hayes St. NE, Washington, DC 20019; 3818 ½ Hayes St. NE, Washington, DC 20019; 3820 ½ Hayes St. NE, Washington, DC 20019; 3721 Jay St. NE, Washington, DC 20019; 3723 Jay St. NE, Washington, DC 20019; 3725 Jay St. NE, Washington, DC 20019; 3727 Jay St. NE, Washington, DC 20019; 3729 Jay St. NE, Washington, DC 20019; 3731 Jay St. NE, Washington, DC 20019; 3733 Jay St. NE, Washington, DC 20019; 3735 Jay St. NE, Washington, DC 20019; 3737 Jay St. NE, Washington, DC 20019; 3739 Jay St. NE, Washington, DC 20019; 3741 Jay St. NE, Washington, DC 20019; 3819 Jay St. NE, Washington, DC 20019; 3821 Jay St. NE, Washington, DC 20019; 770 Kenilworth Ave NE, Washington, DC 20019; 772 Kenilworth Ave NE, Washington, DC 20019; 774 Kenilworth Ave NE, Washington, DC 20019; 776 Kenilworth Ave NE, Washington, DC 20019; 778 Kenilworth Ave NE, Washington, DC 20019; 780 Kenilworth Ave NE, Washington, DC 20019; and 782 Kenilworth Ave NE, Washington, DC 20019.

III. APPLICATION

11. Mayfair will ensure that all Covered Entities are notified of the terms of this Assurance and directed to comply with its terms.

12. Mayfair represents that it is the current owner of the Property. The obligations in this Assurance are intended to bind the owner of the Property for the term of this Assurance, whether the

owner is Mayfair or a successor owner. If Mayfair ceases to own the Property during the term of this Assurance, Mayfair will no longer be bound by the terms of this Assurance; provided, however, that Mayfair will not voluntarily convey ownership of the Property to another person or entity during the term of this Assurance unless said person or entity agrees to assume Mayfair's obligations under this Assurance for the duration of its term. No entity holding a deed of trust against the Property shall have any liability under this Assurance unless and until such entity becomes the owner of the Property by foreclosure, deed in lieu of foreclosure, or otherwise on account of the enforcement of such entity's rights after the occurrence of a default under such deed of trust. Notwithstanding anything to the contrary contained in this paragraph, upon the transfer of title by foreclosure, deed in lieu of foreclosure, or otherwise, Mayfair shall have no further liability under this Assurance.

IV. CPPA, NUISANCE ACT, AND LHPEA LAWSUITS

13. For the duration of this Assurance, the District of Columbia hereby agrees to forego and not institute a lawsuit against any Covered Entities under the CPPA, the Nuisance Act, or the LHPEA with respect to the Property, except that the District of Columbia may seek legal recourse should Mayfair fail to meet any obligations under this Assurance.

14. If the OAG believes that Mayfair has violated any terms of this Assurance, the OAG shall provide notice by email and first-class mail to Mayfair. Mayfair will have ten (10) business days from receipt of that notice to explain and correct any violation before the OAG may take any legal action against any Covered Entities based on that violation.

15. Effective upon full payment of the "Monetary Payment" referenced in Section IX of this Assurance, the District of Columbia hereby releases and discharges the Covered Entities from any claims that the District of Columbia has or may have against the Covered Entities arising from or relating to conditions at the Property (including without limitation any related acts or omissions of the Covered Entities) prior to the Effective Date, under the CPPA, the Nuisance Act, the LHPEA, or the

common law, whether or not known to the District of Columbia as of the Effective Date or at any time in the future.

V. SECURITY

A. Physical Security Coverage

16. Mayfair will maintain armed special police officers (“SPOs”) at the Property for a minimum of 262 hours per week.

17. Mayfair will follow its security director’s recommendations on appropriate SPO staffing levels, including any recommendations to increase the number of SPOs on site during events at the Property or in response to an increased security risk on the Property; provided, however, that Mayfair will not decrease SPO staffing levels below the minimum hours set forth in Paragraph 16 above.

18. Mayfair will establish the times when SPOs will be at the Property. Mayfair will consider, when establishing those times, historical data reflecting the days and times when the most incidents of criminal activity have occurred at the Property. Mayfair will notify the MPD before making any material change to its SPO schedule, will not implement said change until at least forty-eight (48) hours after providing notice to the MPD, and will consider in good faith any suggestions the MPD may make regarding the schedule change.

19. SPOs will be required to spend the entirety of their shift patrolling the Property, except for scheduled breaks, when responding to a security incident, or when meeting with representatives of Mayfair.

20. At least twice each day, an SPO will check each exterior door and gate at the Property to ensure it is functioning properly.

21. Mayfair will use GuardTrax or an equivalent system to verify that SPOs are making the required patrols. Upon request, Mayfair will provide the MPD or the OAG with a copy of the log created by this system.

B. Barring Notices

22. Mayfair will issue a barring notice for any individual who is not a resident of the Property who engages in criminal activity or other activity on the Property that jeopardizes the health, safety, or security of residents of the Property, provided that Mayfair is able to identify that individual.

23. Mayfair will issue a lease violation notice to any resident of the Property who engages in criminal activity or other activity on the Property that jeopardizes the health, safety, or security of residents of the Property, provided that Mayfair is able to identify that resident.

24. Mayfair will keep copies of all barring notices on file in its management office and will provide copies of those notices to the MPD or the OAG upon request.

25. Mayfair will instruct SPOs to adhere to the following protocol whenever they encounter an individual who has violated a barring notice: (1) contact the MPD and request that an MPD officer come to the Property to take custody of the individual; (2) attempt to hold the individual until the MPD officer arrives and takes custody; and (3) once the MPD officer takes custody, travel to the police station to file charges against the individual.

26. If criminal charges are brought against an individual for criminal activity on or around the Property, Mayfair will fully cooperate with that individual's prosecution by providing any documentary evidence in its possession, and will not interfere with or object to the prosecuting authority's efforts to obtain oral or written testimony from any person with knowledge relevant to the prosecution. If the charges relate to a violation of a barring notice issued by Mayfair, and if requested by the prosecuting authority, Mayfair will direct its security provider to make the SPO(s) who prepared

and served the barring notice available to testify regarding the facts and circumstances relating to the preparation and service of the barring notice.

C. Exterior Lighting

27. Mayfair will maintain existing exterior lighting in good repair so that all exterior common areas are well illuminated from dusk until dawn.

D. Security Cameras

28. Mayfair will maintain security cameras and a security camera monitoring service at the Property. Mayfair will direct the security camera monitoring service to maintain footage from the Property for at least thirty (30) calendar days.

29. Upon request, Mayfair will provide the MPD with copies of security camera footage and call logs from the security camera monitoring service.

E. Exterior Doors and Gates

30. Within one-hundred-and-twenty (120) days of the Effective Date, Mayfair will install pedestrian and automobile gate access control systems at all existing pedestrian and automobile gates.

31. Mayfair will repair or replace any broken gate, gate lock, door, or door lock within 72 hours after receiving notice that said gate, gate lock, exterior door, or exterior door lock is broken; provided, however, that if (1) one or more necessary parts cannot be obtained to complete the repair or replacement within 72 hours, (2) one or more vendors are unavailable to complete the repair or replacement within 72 hours, or (3) the work necessary to complete the repair or replacement cannot reasonably be performed within 72 hours, then Mayfair's failure to complete the repair or replacement within 72 hours will not be a breach of this Assurance. Mayfair will treat any such repair or replacement as an emergency work order of the highest priority.

F. Grounds Maintenance

32. Mayfair will ensure that its premises are landscaped appropriately to prevent vegetation and other objects from interfering with security cameras or creating dangerous conditions.

33. Mayfair will remove all graffiti within three (3) business days of becoming aware of said graffiti.

34. Mayfair will repair any damage caused by vandalism within three (3) business days after becoming aware of said damage or, if replacement parts and materials are not immediately available, as soon as practicable.

G. Abandoned Vehicles

35. Within one-hundred and twenty (120) days of the Effective Date, Mayfair will compile a list of vehicles that are owned by its tenants and their guests. Within (5) business days of identifying a vehicle that is not on its list, Mayfair will have the vehicle ticketed and towed off the Property under the supervision of the MPD; provided, however, that if an MPD officer is unable to visit the Property and approve the ticketing and towing within (5) business days of Mayfair identifying a vehicle that is not on its list, Mayfair will have the vehicle ticketed and towed off the Property promptly after an MPD officer visits the Property for that purpose.

36. Mayfair will inspect or engage a vendor to inspect the Property on a weekly basis for abandoned vehicles and cause abandoned vehicles to be ticketed and towed.

VI. ABATEMENT OF HOUSING CODE VIOLATIONS

37. Within thirty (30) days of the Effective Date, Mayfair will use commercially reasonable efforts to complete abatement of all unabated housing code violations identified in the spreadsheet the OAG provided to Mayfair's counsel on March 15, 2023. Within forty-five (45) days of the Effective Date, Mayfair will submit proof of said abatement to the DOB.

VII. PESTS AND RODENTS

38. Mayfair will engage a pest control vendor to conduct monthly rodent and pest control treatments at the Property for the duration of this Assurance.

39. Mayfair will direct the pest control vendor to inspect the exterior of each building on the Property at least once per month to identify any holes or gaps through which a rodent could enter that building. The pest control vendor will fill all such holes or gaps with foam and Xcluder rodent control fill fabric (or a similar product) and reinforce the holes or gaps with cement and/or metal mesh.

40. Mayfair will direct the pest control vendor to inspect the grounds of the Property at least once per month for rodent burrows. The pest control vendor will treat all burrows with rodenticide and tracking powder.

41. If Mayfair or its pest control vendor reasonably believes that a resident's unit is contributing to a pest or rodent infestation, Mayfair will use commercially reasonable efforts to gain access to that unit and direct the pest control vendor to treat the interior of that unit using whatever rodent and pest control treatment(s) are appropriate in the pest control vendor's professional judgment.

42. Mayfair will direct its pest control vendor to install 132 rodent bait stations around the Property in locations recommended by the pest control vendor in its professional judgment. The vendor will barcode and number each bait station for identification and tracking. Mayfair will direct the pest control vendor to check and service the bait stations at least once per month and scan each bait station's barcode each time that bait station is serviced.

43. Mayfair will install lids on all litter cans stationed on the exterior grounds of the Property.

44. In addition to the requirements above, if the pest control vendor, using its professional judgment, recommends any reasonable and necessary in-unit or exterior pest control treatments, Mayfair will use commercially reasonable efforts to implement those recommendations.

VIII. REPORTING REQUIREMENTS

45. On January 15, April 15, July 15, and October 15 of each year this Assurance is in effect, beginning on April 15, 2024, Mayfair will send to the District, via email to the email address(es) listed for the District in this Assurance, a report for the quarter then-ending containing the following information:

- i. A list of all housing code infractions issued by DOB to Mayfair during the quarter that will include:
 - a. The date of notice of each infraction;
 - b. The DOB's description of each infraction;
 - c. If the infraction was reported to DOB as abated, the date of such report; and
 - d. If the infraction was contested by Mayfair, the date of such report.
- ii. The number of barring notices Mayfair issued during the quarter;
- iii. The number of lease violation notices Mayfair issued to residents engaged in nuisance activity during the quarter;
- iv. A three-month calendar that shows how many SPO hours were scheduled for each day in the quarter;
- v. The number of broken exterior doors (as confirmed by Mayfair personnel) during the quarter;
- vi. The number of instances during the quarter where it took longer than 72 hours to repair a broken exterior door, and an explanation for each such instance;
- vii. The number of resident complaints Mayfair received regarding rodents during the quarter; and

viii. A list with the names, addresses, and contact telephone numbers (if available) of any residents who, during the quarter, refused to allow Mayfair or its vendor(s) access to their unit to abate any housing code violation or lead-based paint hazard.

IX. MONETARY PAYMENT

46. Mayfair will make a payment of \$1,040,000 to the OAG within thirty (30) days of the Effective Date. Payment under this paragraph shall be made via Federal funds wire transfer per written instructions provided by Argatonia Weatherington to Mayfair via email on or before the Effective Date. If the District does not timely provide instructions, or if the instructions contain incorrect or insufficient information to execute the wire transfer, then Mayfair may not be able to complete payment within thirty (30) days of the Effective Date, and such delay in payment will not be a breach of this Assurance so long as Mayfair uses commercially reasonable efforts to effect the wire transfer as soon as reasonably practicable. The use of the money shall be in the sole discretion of the OAG.

X. ADDITIONAL TERMS

47. The obligations contained in this Assurance shall be in force from the date of this Assurance through December 31, 2025.

48. This Assurance represents and contains the entire agreement and understanding among the parties hereto with respect to the subject matter of this Assurance and supersedes any and all prior oral and written agreements and understandings. No representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter shall be relied upon by the parties except those contained herein. This Assurance may not be amended or modified except by an agreement signed by the party against whom enforcement of any modification or amendment is sought.

49. This Assurance may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

Executed counterparts of this Assurance may be delivered by emailing .pdf format copies or via Docusign, and delivery thereof in such a manner will have the same effect as delivery of ink signed originals hereof.

50. This Assurance shall be binding upon and inure to the benefit of the parties' respective legal heirs, successors, and assigns.

51. Nothing in this Assurance may be construed to alter or amend the OAG's right to institute action, after providing advance written notice to Mayfair as required by this Assurance, should the OAG become aware of any violations of this Assurance by Mayfair.

52. The parties voluntarily agree to this Assurance without trial or adjudication of any issue of fact or law as a compromise of all claims that the OAG could have brought against the Covered Entities. The parties agree that execution of this Assurance shall not be construed as an admission of liability, nor shall it be considered an adjudication on the merits of any violations alleged by the OAG.

53. Mayfair shall not cause or encourage third parties, or knowingly permit third parties acting on its behalf, to act in a manner that would violate this Assurance if said action was taken by Mayfair.

54. Mayfair shall deliver a copy of this Assurance to any corporate officers of all Covered Entities within thirty (30) days of the Effective Date of this Assurance.

55. If any clause, provision, or section of this Assurance shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance and this Assurance shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section or other provision had not been contained herein.

56. Nothing in this Assurance shall be construed as relieving Mayfair of the obligation to comply with all District of Columbia and federal laws, regulations, or rules, nor shall any of the

provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

57. Mayfair shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Assurance or for any other purpose that would otherwise circumvent any part of this Assurance or the spirit or purposes of this Assurance.

58. Notwithstanding anything appearing to the contrary in this Assurance, no direct or indirect partner, member, or shareholder of Mayfair (or any officer, director, agent, member, manager, personal representative, trustee or employee of any such direct or indirect partner, member or shareholder) shall be personally liable for the performance of the obligations of, or in respect of any claims against, Mayfair arising under this Assurance. No personal judgment shall be sought or obtained against any of the foregoing in connection with this Assurance.

59. This Assurance shall be considered effective as of the Effective Date.

60. All notices under this Assurance shall be provided to the following addresses via both first-class certified return-receipt-requested mail and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District of Columbia:

Argatonia Weatherington
Housing and Environmental Justice Section
District of Columbia Office of the Attorney General
400 6th Street, N.W., 10th Floor
Washington, D.C. 20001
202-727-6338
Argatonia.Weatherington@dc.gov

For Mayfair:


David Horniak
DLA Piper LLP (US)
500 8th Street, N.W.

Washington, D.C. 20004
202-799-4361
david.horniak@us.dlapiper.com

FOR THE DISTRICT OF COLUMBIA

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Dated: 03/27/2024

FOR MAYFAIR



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Dated: 3/27/2024