

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Attorney General**

**ATTORNEY GENERAL**  
**BRIAN L. SCHWALB**



**PUBLIC ADVOCACY DIVISION**  
**HOUSING & ENVIRONMENTAL JUSTICE SECTION**

*In the Matter of Azeeze Bates Apartments*

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into between the Office of the Attorney General for the District of Columbia (“the District” or “OAG”), Azeeze Bates Limited Partnership, and Horning Management Company LLC (“Respondents”) (collectively, the “Parties”). This Agreement resolves the District’s investigation into potential violations of the Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.* due to housing conditions issues at 1515-1525 F Street NE, Washington, DC 20002. The Parties enter this Agreement voluntarily and agree as follows:

**I. THE PARTIES**

1. The 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 Attorney General is authorized to bring legal actions seeking injunctive relief, consumer restitution, civil penalties, costs, and attorneys’ fees for violations of the CPPA.

2. Azeeze Bates Limited Partnership is a domestic limited partnership organized under the laws of the District of Columbia that regularly conducts business in the District as an owner of real property and housing provider to District residents. Azeeze Bates Limited

Partnership owns the Property located at 1515-1525 F Street NE, Washington, DC 20002 (“Azeeze Bates Apartments”).

3. Horning Management Company LLC is a domestic limited liability company organized under the laws of the District of Columbia that regularly conducts business in the District as an owner of real property and housing provider to District residents. Horning Management Company LLC manages Azeeze Bates Apartments.

## **II. DEFINITIONS**

5. “Consumer” shall include the definition contained in D.C. Code § 28-3901(a)(2) and for purposes of this Agreement shall refer to any resident of the District of Columbia to whom Respondents offer or sell rental housing accommodations.

6. “Effective Date” shall mean the date this Agreement is executed by all Parties.

7. “Habitable Housing” for purposes of this Agreement shall mean housing in compliance with the D.C. Housing Code, Sections 1 through 16 of Title 14 of the District of Columbia Municipal Regulations; the D.C. Property Maintenance Code, 12G D.C.M.R. § PM-101, *et seq.*; the Lead-Hazard Prevention and Elimination Act, D.C. Code § 8-231.01, *et seq.*; and the D.C. indoor mold law, D.C. Code §§ 8-241.01—241.09, and regulations, 20 D.C.M.R. §§ 3200-3299.

8. “The Property” refers to the property located at 1515-1525 F Street NE, Washington, DC 20002.

## **III. FACTUAL BACKGROUND AND THE DISTRICT’S ALLEGATIONS**

9. In October 2023, the District began investigating conditions at the Azeeze Bates Apartments after receiving complaints from tenants describing potential violations of the District’s Housing Code.

10. On November 28, 2023, the District sent Respondent Azeze Bates Limited Partnership a letter detailing alleged violations of the Housing Code that were identified during OAG's November 2, 2023 inspection of three individual units and of common areas at the Property.<sup>1</sup>

11. In January 2024, the District again inspected the property. OAG inspected 16 units and common areas. This inspection revealed evidence of housing code violations, which the District contends threatened tenants' health, safety, and security. OAG observed evidence of rodent infestation, broken or insecure doors and windows, water damage, mold, and inoperable or missing fire safety equipment, amongst other issues. The District's Department of Health ("DOH") was also present at the January 2024 inspection. DOH inspected 21 units and common areas. Following the inspection, DOH issued a Rodent and Pest Inspection Report detailing the findings from its inspection. DOH's report indicates that it found evidence of rodents in at least 70 percent of the units it inspected.

12. On February 12, 2024, the District sent Respondents Azeze Bates Limited Partnership and Horning Management Company LLC a letter alleging violations of the Housing Code and CPPA and demanding repairs within 90 days.<sup>2</sup>

13. In May 2024 (before the 90-day deadline), Respondent Azeze Bates Limited Partnership provided the District a comprehensive response, including photographic evidence of abatement of all issues identified during the January 2024 inspection. Shortly after, the District performed a reinspection and confirmed the complete abatement of issues identified during the January 2024 inspection.

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<sup>1</sup> The District's letter included photos illustrating the violations alleged in the letter.

<sup>2</sup> The District's letter included DOH's Rodent and Pest Inspection Report.

#### IV. PROPERTY MAINTENANCE

14. **DOB Infractions:** Attached as Exhibit A is a complete list of unabated DOB Infractions at the Property as of the Effective Date. Respondents shall abate all emergency and non-emergency DOB Infractions, subject, however, to the availability of materials necessary to make the repairs.<sup>3</sup> All repairs shall be done in compliance with District law. Within 35 days of the Effective Date, Respondents agree to provide the District with proof of either: (1) abatement of the outstanding DOB Infractions or (2) unavailability of the materials and the expected date of completion of the abatement.

15. **Preventative Maintenance:** At least once a year, Respondents shall perform regular inspections and preventative maintenance in all individual units and common areas at the Property. Inspections and maintenance shall be conducted on all major systems and structures including but not limited to plumbing, HVAC, electrical systems, and interior and exterior structures. Respondents agree to repair all Housing Code violations discovered during the inspections including but not limited to broken exterior and interior doors, water leaks and damage, mold growth, pest or rodent infestations, inoperable smoke and/or carbon monoxide detectors, and replacement of HVAC filters.

16. **Extermination:** Respondents agree to maintain an agreement with a District licensed pest control company. Respondents agree that the pest control company will conduct quarterly preventative maintenance treatments in interior and exterior structures at the Property. Tenants shall have the option to request additional in-unit extermination services between routine services. Upon request, Respondents will schedule an additional extermination service at the earliest possible date based on vendor availability.

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<sup>3</sup> Emergency infractions are those identified by DOB as “NOIE” and/or those requiring abatement within 1 day.

17. **Mold Assessment and Remediation:** Respondents shall act diligently if notified of suspected mold growth in individual units or common areas of the Property. Respondents shall inspect within seven days of receiving notice of mold. If an inspection reveals Indoor Mold Contamination—more than 10 square feet of mold growth—Respondents shall use a Department of Energy and the Environment (“DOEE”) licensed mold assessor to assess the mold and, if necessary, develop a remediation protocol in compliance with the requirements set forth in 20 DCMR Ch. 32. If Indoor Mold Contamination is found, Respondents shall use a DOEE licensed mold remediator to remediate the mold.

18. **Maintenance Requests:** Tenants currently have the option to submit maintenance requests through an electronic portal (“Maintenance Request Portal” or the “Portal”). Within 14 days of the Effective Date, Respondents shall notify tenants at the Property of the Maintenance Request Portal and provide instructions of how to submit requests via the Portal. Notice shall be provided by posting fliers in all interior common areas. Respondents will continue to accept maintenance requests via phone and in-person. Respondents will also maintain a 24-hour monitored emergency phone number for urgent maintenance requests.

19. **Response to Maintenance Requests:** Respondents are committed to promptly addressing tenant maintenance requests at the Property. Emergency maintenance requests shall be addressed within 24 hours, subject to the availability of materials necessary for the repair. If such materials are not available, Respondents shall provide evidence of the same to the District and the anticipated date of completion of the repairs. For the purpose of this Agreement, “emergency” conditions or housing code violations, as defined in 16 D.C.M.R. § 3305.1(a), include any condition that presents an imminent risk to the health or safety of a tenant at the Property, including but not limited to: lack of water, lack of air conditioning (provided that the temperature in the unit

exceeds the maximum level permitted under 12G D.C.M.R. § 608.1), lack of heat (provided that the temperature in the unit is below the minimum level permitted under 12G D.C.M.R. § 602.3), lack of electricity, fire/storm damage, or a leak or flood. If an emergency housing code violation cannot be abated within 24 hours, Respondents shall provide the impacted tenant with alternative accommodations until the emergency violation is abated. Notwithstanding the foregoing, Respondents reserve the right to challenge whether any condition cited constitutes a housing code violation. In the event that a tenant does not allow access to a unit for repair, the time periods set forth herein for Respondents to make corrective work shall be extended one additional day for every day that access is denied by the tenant.

20. **Future Inspections:** At the request of the District, Respondents shall facilitate inspections of up to ten percent (10%) of all units and common areas at the Property by the District once each calendar year. The District shall provide Respondents at least two weeks' notice of its intent to inspect the Property, including the specific units to be inspected. Respondent shall use best efforts to abate non-emergency housing code violations identified by the inspection within 30 days of completion of the inspection. Emergency housing code violations shall be abated within 24 hours. If an emergency housing code violation cannot be abated within 24 hours, Respondents shall provide the impacted tenant with alternative accommodations until the emergency violation is abated. Any violations identified that Respondents timely abate shall not be deemed to be a violation of this Agreement. Any violations not abated within these time periods shall not be deemed a violation of this Agreement if Respondent provides an explanation for the delay that the District deems reasonable. Notwithstanding the foregoing, Respondents reserve the right to challenge whether any condition cited constitutes a housing code violation.

**V. APPLICATION**

21. The provisions of this Agreement shall apply to the Parties and shall remain in effect through January 1, 2028.

**VI. DISTRICT LAWSUIT AND RELEASE**

22. The District of Columbia hereby agrees to forego a lawsuit against Respondents for violations of the CPPA with respect to habitability issues at Azeze Bates Apartments for the period of October 1, 2023 through the Effective Date, except that the District may seek legal recourse against Respondents if they default on their obligations hereunder. This Agreement does not prevent the District from filing a lawsuit regarding conduct occurring after the Effective Date of this Agreement.

23. The District hereby releases and discharges Respondents from claims that the District could have brought against the Respondents under the CPPA and common law with respect to habitability issues at the Property for the period stated in Paragraph 22.

**VII. ADDITIONAL TERMS**

24. Subject to Paragraphs 22 and 23 above, nothing in this Agreement may be construed to alter or amend the District's right to institute an action for relief, after providing advance written notice to Respondents, should the District become aware of any violations of this Agreement by Respondents.

25. The Parties agree that execution of this Agreement shall not be construed as an admission of liability, nor shall it be considered an adjudication on the merits of the violations alleged by the District.

26. If any clause, provision, or section of this Agreement 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 Agreement, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

27. Nothing in this Agreement shall be construed as relieving Respondents of the obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the provisions of this Agreement be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

28. This Agreement shall be considered effective and fully executed on the last date which any party executes the Agreement. This Agreement may be executed in counterparts, and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

29. All notices under this Agreement 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:

Francesca Gibson  
Assistant Attorneys General  
Housing & Environmental Justice Section, Public Advocacy Division  
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For the Respondent(s):

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Horning  
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With copy to:

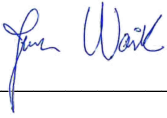
Richard W. Luchs  
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*Attorneys for the District of Columbia*

Effective Date:

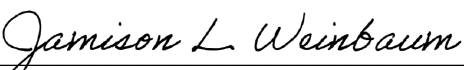
**FOR RESPONDENTS**



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RICHARD W. LUCHS  
*Attorney for Respondents*

Dated:



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Respondent Azeze Bates Limited Partnership

Dated: 2/12/2026

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*Jamison L. Weinbaum*  
Respondent Horning Management Company LLC

Dated: 2/12/2026

# EXHIBIT A