

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 Benning Courts

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”), Gales Place Associates 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 1701-1713 Benning Rd 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. Gales Place Associates 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. Gales Place Associates

Limited Partnership owns the Property located at 1701-1713 Benning Rd NE, Washington, DC 20002 (“Benning Courts”).

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 Benning Courts.

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 1701-1713 Benning Rd NE, Washington, DC 20002.

III. FACTUAL BACKGROUND AND THE DISTRICT’S ALLEGATIONS

9. In August 2024, the District began investigating housing conditions at Benning Courts after receiving complaints from tenants regarding potential violations of the District’s Housing Code.

10. Between August 22 and 30, 2024, OAG inspected Benning Courts to determine whether Housing Code violations existed at the Property. In total, OAG investigators inspected 14 individual units and found evidence of Housing Code violations including, but not limited to, suspected mold growth, chipping and peeling paint, water leaks, and unsecured doors. Tenants separately reported rodent infestations.

11. On October 29, 2024, the District sent Respondents Gales Place Associates Limited Partnership and Horning Management Company LLC a letter detailing alleged violations of the Housing Code identified during OAG's August 2024 inspections as well as a list of outstanding Housing Code and Property Maintenance Code violations cited by the Department of Buildings ("DOB") in numerous Notices of Infractions.

12. On December 2, 2024, Respondents Gales Place Associates Limited Partnership and Horning Management Company LLC provided the District with a comprehensive response detailing the repairs that had been made in response to OAG's October 2024 letter and the status of violations cited by DOB.

13. On January 17 and 22, 2025, the District reinspected the Property to determine whether previously identified issues had been abated and to inspect additional units in response to new tenant complaints.

14. On February 10, 2025, the District sent Respondents a list of outstanding issues.

15. On February 25, 2025, OAG reinspected 13 units, two of which were either vacant or appeared to be vacant. The District found that only a couple of violations remained unabated.

16. On February 27, 2025, the District returned to the Property to meet with Respondent Horning Management Company LLC and Department of Health ("DOH") rodent inspectors. During the inspection, DOH identified approximately 45 rodent burrows. Respondent Horning

Management Company LLC was accompanied by an Orkin Pest Control representative who explained the steps currently being taken to address rodent issues. DOH recommended that Respondent Horning Management Company LLC implement additional rodent treatments, reposition existing bait stations, and install additional bait stations at the property. Respondent Horning Management Company LLC agreed to treat rodent burrows once per week for three months—until May 27, 2025— and install additional bait stations.

17. On July 9, 2025, Respondents hosted a tenant meeting in collaboration with tenant advocates, two tenant representatives, and the District.

IV. PROPERTY MAINTENANCE

18. **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. Respondent agrees 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.

19. **Extermination:** Respondent agrees to maintain an agreement with a District licensed pest control company. Respondent agrees 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 in between routine services. Upon request, Respondents will schedule an additional extermination service at the earliest possible date based on vendor availability.

20. **Mold Assessment and Remediation:** Respondent shall act diligently if notified of suspected mold growth in individual units or common areas of the Property. Respondent 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, Respondent shall use a DOEE licensed mold remediator to remediate the mold.

21. **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, Respondent 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. Respondent will continue to accept maintenance requests via phone and in-person. Respondent will also maintain a 24-hour monitored emergency phone number for urgent maintenance requests.

22. **Response to Maintenance Requests:** Respondents are committed to addressing tenant maintenance requests at the Property within 30 days of the Effective Date, subject to the availability of materials necessary for the repairs. 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, Respondent 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 Respondent to make corrective work shall be extended one additional day for every day that access is denied by the tenant.

23. **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 Respondent 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

24. The provisions of this Agreement shall apply to the Parties and shall remain in effect through January 1, 2028 or until Respondent Gales Place Associates Limited Partnership no longer owns the Property, whichever comes first.

VI. DISTRICT LAWSUIT AND RELEASE

25. The District of Columbia hereby agrees to forego a lawsuit against Respondents for violations of the CPPA with respect to habitability issues at Benning Courts for the period of August 1, 2024 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.

26. 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 25.

VII. ADDITIONAL TERMS

27. Subject to Paragraphs 25 and 26 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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:

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For the Respondent(s):

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With copy to:

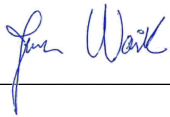
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Effective Date:

FOR RESPONDENTS



RICHARD W. LUCHS
Attorney for Respondents

Dated:


Respondent Gales Place Associates Limited Partnership

Dated: 2/12/2026

Jamison L. Weinbaum
Respondent Horning Management Company LLC

Dated: 2/12/2026