

My name is Jackie Doyle, I live at 3107 Speedway, Apt. 202, one of the sixteen apartments at this address.

I am chagrined to learn that this property's developer/owner/landlord (Amir Kalantari) defied the Historic Landmark Commission and undertook the demolition/construction work at this address before the Commission could hold this hearing, notice of which I received only last week.

Along with a number of other residents, I started reporting the extreme noise and hazardous conditions caused by the demolition and construction activities at this complex to Code Compliance in early June. The Code inspector informed us that there was no building permit, and he came to the property on numerous occasions, documented violations, and told the crews to stop work—which they nevertheless resumed when he was not there. A number of tenants, including myself, started taking photos and videos of the work and hazardous conditions.

While this developer (Amir Kalantari), apparently contemptuous of the Commission's and the City's authority, clearly views the process of securing a permit as a bureaucratic inconvenience, his tenants have very painfully experienced how un-permitted, unregulated, and unmonitored demolition and construction activities cause havoc, creating very dangerous conditions at an *occupied property* and destroying the unique, defining characteristics of a building.

In June, the Code inspector sent (to the name and address on file) a certified letter concerning this un-permitted work; the building permit application gave only "Parker at Hyde Park LLC" as the name, and a PO box as the owner's address. The name of the owner/developer/landlord is Amir Kalantari, and he continued to have the contractors perform the work. The Code inspector spoke directly with Amir's representative, Solé, telling her the work must stop; at one point, she deceitfully attempted to pass off an old permit as current.

This work did not involve any repairs whatsoever. None of the work was necessary. It did not represent an improvement in any way, shape, or form. In fact, the construction activities themselves made the property dangerous for everyone:

- there was debris strewn everywhere, including large blades for cutting metal;
- welding work was undertaken right outside our doors, leaving us exposed to potentially blinding welding arcs when we came out of our apartments;
- stairways and breezeways were often blocked in both directions, forcing us to maneuver around workers and their gear;
- metal railings were being cut all day (for many days) right outside our doors—the excruciatingly painful noise made it almost impossible to work, read, have a conversation, or do anything else in one's apartment; and
- the garage was turned into a workshop for cutting the siding, making cars already parked there filthy, and leaving us nowhere to park, in addition to making it impossible to access the laundry area without tripping on construction materials.

Incredibly, when the workers were hammering the siding onto the building, they actually *broke* the topmost, trapezoidal windows—in one case shattering the window *into* a tenant's apartment (#204) (which he witnessed, as

he was inside at the time). In my apartment, the hammering caused the trapezoidal window to crack, at which time the workers took it out and hammered siding over the opening.

When the architects included these unique windows in the design, they doubtless considered the desirability for additional light. My next-door neighbor (#201), who said she got beautiful light in her apartment at about 4pm, now gets no direct sunlight *at all* since they boarded over her west-facing trapezoidal window, leaving her with only north-facing windows shielded by deep eaves. These apartments have high, sloping ceilings (really just the underside of the roof, as there is no proper ceiling), and the sills of the trapezoidal windows are 8 1/2 feet off the floor. After the windows were carelessly broken, the developer initially (and absurdly) suggested they would be turned into (impossible-to-reach) shelves! Soon after, he decided they should be stuffed with insulation and finished over. Yesterday, workers entered two tenants' apartments to do this, while they were away. (The tenants would have been unaware of the intrusion but for their having installed security cameras in their apartments following the earlier construction debacles. In one case (#201), workers actually covered the cameras after entering the apartment.) Having left this for weeks, it is despicable that the developer is now hastening to "finish out" the work from the inside just a day before the hearing.

Neither a shelf nor a plastered-over window is an acceptable "solution": **The windows should instead be restored.**

Concerning the main, openable windows: Before we were aware there was no permit in place, contractors given keys to our apartments were told to enter at will and replace those windows. Some of us were home for this; some were not. (I was.) The energy-saving solar screens, which afforded residents some measure of privacy during the day—insofar as one cannot see through them *into* the apartments in daytime, while still allowing tenants to see outside—were removed. Now we must use blinds, shades, and blackout curtains to keep the heat and prying eyes out. It's like being closed up in a box. The workers made an absolute mess while tearing out the windows and screens, getting construction dust everywhere, dripping caulk on the floor, breaking the brackets for the blinds, and not bothering to cover/protect tenants' furniture or other items. A number of tenants called management to complain—and were chastised for doing so! Some of us explicitly told management not to allow workers into our units again, especially without our being there *and* being informed in advance. Management dismisses all concerns, asserting their right to do whatever they want, wherever and whenever.

The railings also did not need replacing. They were secure and functional. Nevertheless, the developer's "aesthetic" demanded different ones. As they were replacing the railings, the workers would remove the old ones and sometimes leave sections of stairs *without any railings whatsoever* for days at a time. As for the new railings, they do not have handrails. It appears that the developer and contractor believe that the top rail of the guard rails can serve as a handrail. *It cannot:* The guard rails are well above the maximum allowed height for handrails. As well, in some places, the guardrails make contact with the side of the breezeways, meaning one has to let go of the top rail and reach past that portion to resume their grip. Per ADA—and common sense—handrails must be **continuously graspable**. These are not. There is not one thing about the new railings that represents an improvement over the previous railings; in addition to having zero character, they are less safe. **Handrails must now be added to them.** This is not a minor thing: The stairs and landing on this (north) side of the building froze over and were solid ice for three days in February—something the owner declined to address, with his agent

blaming a salt shortage(?!). I had to clutch the handrails and very slowly ease myself down the stairs to leave. **Handrails of proper height are required.**

No one asked for these so-called improvements. All of this work was done for “curb appeal” so that the developer could raise rents and sell the building for more money. In fact, a tenant paying \$920/month for her not-even-550sf apartment was told she could renew her lease for \$1,300. (She is instead moving.) The landlord’s agent said new tenants would be charged \$1,400 or more for these tiny one-bedrooms.

The owner’s response to complaints about the dangerous conditions, debris, excessive noise, and unwelcome intrusions into our apartments (where workers made, and left, a mess) was to tell us *to move*. We all know that apartments are scarce and rents are highest at this time of year because students are looking for accommodation. Amir would happily have us move because he would be able to get higher rents sooner than later for our units. His agent was similarly rude, even berating us for safety complaints. Neither Amir nor his agent made any apologies, there was no effort whatsoever to remedy the problems, and there was no offer of compensation for depriving us of the **safe living conditions and quiet enjoyment to which we are entitled under any lease in Texas.**

I urge the Commission to take any and all action within its power against this developer to compel him to remedy faults introduced through his un-permitted demolition and construction; to levy fines, as permitted; and to flag any future application he might make, under whatever alias, so that he cannot subvert the Commission’s—and the City’s—authority in his haste to make a killing in this very tight housing market to which he has contributed *zero* new units while raising rent almost 45%.

Thank you in advance for taking my testimony into consideration. I only hope you have some recourse to address the actions of this developer.