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COVER STORY

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Why is My Toilet in the Living Room?

by Jason Cherkis and Sarah Godfrey

Don't like your hardwood floors? Pissed about the hidden fees? Tired of waiting to move in? Tough luck. That's the market.

Condo entrepreneur Paul Robertson says that D.C. developers have a rule of thumb regarding new residential construction, and it goes like this: Ten percent of your customers will give you a hard time.

The number doesn't come from data generated by the National Association of Home Builders or the Department of Commerce. "It's not necessarily statistically based," says Robertson, principal of Robertson Development LLC. "It's probably just a number they picked out of the air."

Well, actually, the number comes from sources firmer than the ether. People these days are bitching about their luxury condos. They're lawyering up, filing lawsuits, leaving nasty voice-mail messages for their developers, griping to their sympathetic-yet-always-compromised real-estate agents, and otherwise pumping gusts of angst through the exposed ductwork that are their cell phones.

Sometimes the condo complaints sound serious, such as the grievance of the woman who thought she was going to get two bedrooms but instead ended up with one bedroom and another room without a window. Other times, the gripes have less serious consequences, such as the case of the man whose new condo was finished too late, depriving him of the opportunity to watch his team win the national basketball championship on his own television.

TV-watching quirks and the like make condo owners perhaps the most unsympathetic shelter demographic in town. Back in the mid-'90s, says condo magnate Jim Abdo, his customers were chiefly younger, same-sex professional couples; nowadays, they're often empty-nesters. Either way, they've always been well-off professionals with a taste for luxury and eye-catching apartment layouts. "They have an expectation level," says Abdo. "They're usually leaving an accommodation that is generally of some significant quality....They're educated, well-traveled, and stay at nice hotels."

Nor are their nemeses in condo fights terribly sympathetic: They're developers.

So why are erudite urbanites locked in battle with builders? In a word, financing. To get loans for a big condo development, a builder these days often has to "pre-sell" as many as half of the units in the project. That means that buyers see some floor samples, a blueprint of a unit, and perhaps some professional sketches. On the basis of paper alone, they sign contracts ranging in value from \$200,000 on up.

"Pictures, plans, and promises," says Robertson, referring to the sight-unseen approach to condo sales.

After looking at the pictures and signing on the bottom line, buyers sit and wait for their dream home to be built—in secret. Contracts these days don't allow buyers to catch a glimpse of their units in the midst of construction. "It's 'See you in two-and-a-half years,'" says Lance Horsley, a loft-condo specialist at Long & Foster. "You don't get to go into the new building; you're not allowed on site."

And at walk-through, which comes just days before settlement, buyers sometimes realize too late that they lack architectural imagination. "I don't think most of us are really creative enough to really have a clear picture of what we're buying....And basically, that's what's expected when you buy off of a blueprint or floor plan," says Horsley.

That moment—when a condo buyer comes face to face with a unit that fails to meet expectations—marks a new cultural phenomenon in the District. Before the ongoing real-estate boom, rich professionals settling in the District flocked to such neighborhoods as Shepherd Park, Crestwood, Hillcrest, Dupont Circle/Kalorama, and most of Ward 3. There, they bought homes that had been around for decades. If the place had bad floors or the wrong color of granite countertops, they could just bid on another home.

In the past few years, though, high-end condos have provided a new landing pad for rich house-hunters. According to research firm Delta Associates, around 300 new condos came on the market in 2002; in 2004, that number vaulted to more than 3,000.

Many of those units are as yet unbuilt, spawning a new yuppie subgroup with little leverage over its price and housing. Oops, a rainstorm ruined the drywall, so we'll have to push back the move-in date. And there's been a run on Brazilian cherry flooring, so we'll have to go with pine. And the only maple cabinets available for this project are far too big for this unit, so we'll have to go with oak.

Oak! No way!

Quarrels over luxury-condo construction, of course, won't ever become a public-policy preoccupation. Yet there's a bona fide condo boom going on out there, so somebody's got to handle the fallout from crappy construction and too-picky

customers. At this rate, the courthouse may have to consider a Luxury Condo Court, housed next door to its landlord-tenant division.

—Erik Wemple

Early last year, a sign affixed to the Monterey building promised something special. Hastings Development was selling condos from the low \$200,000s in this soon-to-be renovated '20s-era beige-brick Cleveland Park building. The asking price was too good to be true, as was the location, on Porter Street just off Connecticut Avenue.

The building's open house in March 2004 drew many first-time buyers, people who'd come out on the short end of the housing market's popularity contest—the bidding war. They'd started to think about what it would be like to commute from Southwest.

Now they were listening to the Monterey's dream weaver/open-house hostess, Laine Shakerdge Kaufman, who was a company vice president. Then married to Mark Kaufman, Hastings' president, Kaufman showed off pictures of the furniture she had purchased for the lobby and the rooftop deck. In case anyone was interested, she passed out pictures of the plumbing fixtures. Even the gutted hallways got the show-and-sell treatment, with Kaufman brandishing pictures of the "Tiffany chandeliers" she had purchased. "Before the units had horrible, horrible feng shui," Kaufman says. "The units were completely reconfigured for light and space."

Kaufman passed around samples of the flooring and granite countertops. She highlighted the soon-to-be restored mosaic tiles, the upgraded appliances, and the restored ironwork on the balconies. Nothing much was left to the prospective owner's imagination. "She said this was going to be the most elegant luxury," remembers eventual Monterey owner Sarah Hirsch, 26.

When Kaufman ran out of upscale materials, she proffered downscale jargon. "She kept using the term 'shopportunity,'" recalls buyer Ted Sobel.

"She bent over backwards to please," says Thomas Jones. "I had two cats. They had established a rule for one pet only....She said she would talk to them. Within a day or two, they changed the rule....She made everything seem good."

Kaufman sold the majority of the units within the first month. "It was really easy," she recalls.

Prospective Monterey condo owners soon learned that the open-house presentation had left out at least one important detail: The buyers' contracts contained an add-on fee.

Thais Mootz says her additional fee came to approximately \$12,000 for her

\$309,000 property. Ho Sik Shin says his additional fee came to roughly \$15,000 on his \$350,000 property. Laura Harmon says her additional fee came to about \$10,000 on her roughly \$240,000 property.

Monterey management represented the new line item as a “condo-conversion fee.” The fee was in fact the equivalent of a tax placed on the developer. The city levies the tax whenever a rental unit converts to a condo. Typically, developers pay the fee themselves. In this case, the would-be Monterey condo owners got stuck with it.

“I felt backed in a corner,” Sobel says. “I thought it was a real hardball screw-you tactic. It was dropped in when we got the contract.”

Shin vented \$15,000 worth of outrage at Monterey. “I called Laine right after that. I asked her, ‘What’s the deal with this?’ Her response was: ‘Oh, we forgot about that.’ I thought her response was rather ridiculous....I don’t believe for a second they forgot about it.”

The vice president, now called Laine Shakerdge, says she can’t recall that particular conversation. She says that the contracts were clear and detailed; would-be buyer who had problems could have walked away. “They are very educated people, who could afford to buy the units,” Shakerdge explains. “You have an option of signing the contract or not signing the contract.”

But the would-be condo owners were mostly too green to do much of anything about their add-ons. When they complained, they always got the same answer from anybody who would listen: This is just the market. “My realtor said she was shocked that it was in there but the way the market is, nothing surprises her,” recalls Mootz. “The deal was I had to just sign it or they were going to give it to someone else.”

Mootz just signed it. She scrambled for money, mainly by borrowing from her mother and rationing her food budget.

Contract inflation hit Danielle Edwards, 30, even harder. The original price of her unit was \$559,000. But by the time she sat down to sign, she was looking at a significantly beefed-up bottom line—\$22,360 in a condo-conversion fee plus another \$40,000 on the sales price. When she complained, she got the same story as the others.

“Mark told me there’s nothing I could do about it,” Edwards recalls. “My realtor told me there’s nothing I could do about it.”

But Edwards, a recent graduate of Georgetown University Law Center, knew that contracts are made for amending. Instead of simply signing hers, she redacted it by crossing out the new price and fees, signed it, and mailed it to the developer. Hastings’ attorney rejected her handiwork.

Then Edwards hit the law books. After much research, she found that she could fight both the inflated cost of her condo and the conversion fees. All she had to have was something in writing proving that the additional fees were not part of the original deal. After sifting through her records, she says, she was able to find documents to support her arguments.

“A lot of people couldn’t pay the increased price and walked away,” Edwards recalls.

Edwards argued her case with Hastings’ lawyer. There were many times, Edwards says, when Hastings’ lawyer didn’t return her phone calls. Months went by.

Finally Mark Kaufman relented and called Edwards himself.

Edwards remembers that Kaufman said he wanted to end the stalemate and was ready to negotiate with her.

For her tenacity, Edwards got her original price back and did not have to pay the conversion fee. According to Christopher Manning, the attorney representing the Monterey condo owners in a civil suit now pending in D.C. Superior Court, Edwards’ victory marked a turning point in the way the units are sold. Hastings no longer lists the conversion fee as a line item in the contracts. Instead, the fee is folded into the asking price.

Fifteen Monterey condo owners recently filed the suit, against Mark Kaufman and Hastings Development, in an attempt to get their conversion fees back. Mark Kaufman rebuffed repeated requests for comment.

There are always going to be delays in construction. Developers get tied up in obtaining District permits. Windows arrive when the proper installers aren’t available. And digging into the ground always produces long-lost artifacts such as old pipes and concrete. The savvy developers at Metropolis know how to make the bad news go down a lot easier: Don’t apologize—throw a party.

A Metropolis shindig is an occasion to show off construction models, champion the benefits of loft living, and ease any tensions through free drinks. Penny Karas, director of marketing and communications for Metropolis, refers to these affairs not as parties but as “buyer-update events” or “town-hall meetings.”

In the late fall of 2003, Metropolis held one such meeting at a U Street NW office space for clients who’d bought units in Langston Lofts, a five-story glass-and-brick building located at the corner of 14th and V Streets NW. The construction had started to lag months behind its original completion date. According to Metropolis principal Merrick Malone, the party was just one of several thrown for his future Langston condo owners. “We think that’s a good way to make sure the people are able to know their neighbors,” he explains.

Ernest Green thought so, too. Green, a 65-year-old U Street restaurateur, had

signed a contract with Langston Lofts for Unit No. 206. He'd put down a \$16,441 deposit. Green helped himself to the finger food and drinks and stayed for the developers' hype speech and multi-unit model displays. "It was very rah-rah, very upbeat," he remembers. "I felt good. It felt good. It felt secure that I had it. I felt good about the location. I felt good about the property."

But soon after the party, Metropolis didn't feel so good anymore. By early November, the company had torn up his contract and given him his deposit back. According to Malone, Metropolis had a strict policy of excluding renters from Langston Lofts. It believed Green planned on using his loft as a rental property.

On Oct. 1, 2003, agents for the developer sent out a letter to would-be condo owners, which stated in bold: "The developer's plan for Langston Lofts has always been that it be an owner-occupied building....The developer intends to do whatever is possible to ensure that Langston Lofts is an owner-occupant building, including monitoring mortgage loans to determine if they are owner-occupied loans or investor loans." The letter went on to offer an "amnesty" to any Langston Lofts purchasers thinking about renting out their properties. Until Oct. 17, the developer was willing to return all deposits.

Green says he bought the unit as insurance. He currently lives with his wife and daughter in another condo. He wanted the loft for when his daughter decided she needed more space. Green and his wife would then move to the Langston. Metropolis argued that Green's contingency plan violated policy at Langston Lofts.

Now Green has only wistful memories of the punch and cookies and the friendly faces he will never pass in the vaulted-ceilinged hallways. He remembers carrying his rejection letter in his wallet for a long time. "[I was] quite upset," he says. "I was disappointed."

Shiva Ghahremani was disappointed, too, despite being wooed at a Metropolis party. "All I remember was the dessert was really good," she says. "They had pastries and little sandwiches....They gave me a badge with a folder with my name on it." The good feelings and free pastries ended on June 1, 2005, the day of her scheduled closing: When Ghahremani and her husband, Saman Ghahremani, arrived at the settlement office to close on their unit, they were turned away. Metropolis refused to finalize their purchase of their \$255,900 loft.

At first, according to documents filed by the Ghahremanis in U.S. District Court, the company blamed the contract, saying that it had been drawn up under the wrong name after Saman Ghahremani piggybacked on the waiting list with a friend who had signed up earlier. The Ghahremanis argue that the issue had been cleared up months prior to the settlement by an amendment naming Saman as the sole purchaser.

There was one more surprise for the Ghahremanis. Shiva Ghahremani says that a

few days after the settlement meeting, she was told they were not only not getting the loft, they were also going to lose their nearly \$16,000 deposit and options payments. Malone denies that his company made such a statement.

Ten days later, according to the court records, the Ghahremanis received two letters. One offered them their money back. The other expanded on the reasons the Ghahremanis were being denied the loft: Loft agents suspected that the couple would not be using Langston Lofts as their primary residence. During the construction delays—18 months—the Ghahremanis had enlarged their family and now had two children—evidence to Metropolis that they weren't going to move into their 900-square-foot loft.

After the settlement meltdown, Shiva Ghahremani remembered a management rep's wondering aloud about her two children. "She was like, 'You're definitely not going to move there, because you have so many kids,'" she recalls. "I really felt discrimination against me having kids."

The Ghahremanis weren't sure if they were going to live in the loft or not. But they say that that wasn't up to Metropolis to decide. According to their court complaint, Langston Lofts' bylaws allowed for condo owners to rent out their properties. The complaint goes on to allege: "The actual reason for [the developer's] unlawful actions is that the value of the Unit has gone up substantially since 2002 and [the developer] can sell the Unit for...approximately twice the amount."

Malone says that the statements the Ghahremanis reference aren't "in any condo docs I've seen." "We started out from Day One—we did not want a building full of renters," he explains. "We made a corporate decision. We were going to try and keep investors out, or certainly limit it. When we got ready to go forward, there were people who violated that provision. People were telling us, telling me to my face, 'We're going to move in.' We go to closing. I looked on Craigslist—they had flipped it like the day after."

The Ghahremanis' lawyer, Robert Levine, describes Metropolis' contract as "grossly unfair" and "designed to be a trap for the unwary." "According to their Web site," he says, "they are completely sold out. Why would it make a difference to Metropolis what the owners did with their units?"

Soon after the lawsuit was filed earlier this summer, Shiva Ghahremani says, Metropolis offered not only the return of the deposit but also \$15,000 for the Ghahremanis' troubles. "They were like, 'We're doing you a favor giving you \$15,000.'"

The Ghahremanis declined the offer. They still want their loft.

Once contracts are signed, developers often attempt to squeeze more money out of new condo owners by tempting them with option packages. It's akin to the car salesman's loading up your new ride with costly extras such as DVD players and

heated seats.

Mark Kaufman offered his clients at the Monterey \$5,500 storage lockers and hardwood floors instead of carpeting in the bedrooms. Also on the list were custom paint jobs, for those picky customers who didn't want the standard white walls. Merely getting an estimate on a condo paint job cost \$100.

Thomas Jones went for the enhanced paint treatment in his 650-square-foot unit. It wound up costing him more than \$1,900. "It seems I'm a big, dumb animal," Jones says.

When Jeffrey and Kristin Landis began looking to purchase their first home, in January 2005, they restricted their hunt to properties that would provide a safe, cozy environment not only for them but also for their 2003 Honda Civic sedan. The Residences @ 10th & W, a project of Herndon-based developer Loder & Gravett, met the requirements. In addition to its high ceilings and contemporary moldings, the new building in the U Street corridor offered enclosed, secure parking.

On Feb. 2, 2005, the Landises tried to lowball the developers a bit, putting in an offer of \$590,000 for a two-bedroom unit and a parking space. Loder & Gravett countered with \$599,000, the list price, but threw in a perk: The Landises would get the garage's "westernmost" spot.

At first blush, the Landises didn't know what cachet attached to the occidental parking designation. However, a representative associated with the Residences told the couple that the spot was desirable because it was closest to the entrance of the building, had its own garage door, and wasn't surrounded by cars on both sides, like some of the less exclusive parking spaces, according to court documents.

The building and its garage were still under construction, so the Landises had to take the developer's word for it on the desirability of the spot. At least they had written assurance that the space would be 9 feet by 15 feet, just right for the Honda. They chose to proceed with the purchase.

As construction progressed, the Landises checked on their unit several times. However, their parking spot was always too obstructed by construction to allow a decent look. The Landises report that even their home inspector, who visited the Residences @ 10th & W on March 24, couldn't properly survey the space.

Parking space unseen, the Landises closed on their condo five days later.

On move-in day, April 9, the Landises were told, "for the first time" according to court documents, that their space was not 9-by-15, but rather 9-by-11. That wasn't big enough to house their Honda, which is more than 14 feet long, according to manufacturer specs.

The Landises note in court documents that a 9-by-11 spot “will not even accommodate a 2005 MINI Cooper,” which is 11 feet long, according to the dimension figures provided by the auto maker.

On April 14, the couple filed a lawsuit in D.C. Superior Court against Loder & Gravett, its principals, and Urban Land Co. the real-estate company contracted by the developer to sell the units. The couple asked the defendants to pay a whole range of costs for their relocation to a building with more ample parking. The court papers go on to state that there are only two usable spots in the whole garage, and both of them are Cadillac-caliber at 9-by-19.

The Landises classified the developer’s selling of the spot as fraudulent, because “virtually no car can fit in such a small space.”

“Virtually” is the key word here. Smart, a German subsidiary of DaimlerChrysler, offers a two-door Fortwo model of its SmartCar that measures a teeny-weeny 2,500 mm in length, or just over 8 feet.

The Landises refused to comment on the suit. William T. Loder of Loder & Gravett said only that the matter had “completely been resolved,” but would not elaborate.

Last November, 23-year-old Christina Tang signed a contract for a pre-built condo at 1150 K St. NW. She settled on what she thought was a two-bedroom unit and placed a down payment on the \$452,000 property.

But two days before her July 12 walk through, Tang got a phone call from her appraiser with some bad news: Her property wasn’t a two-bedroom but, rather, a one-bedroom with a den. She promptly called her real-estate agent at Long & Foster, who insisted that the room classifications weren’t a big deal.

Tang became an instant expert in a small corner of architectural terminology. A bedroom must have either a window or a door to the outside. A den, meanwhile, needn’t have either. In other words, a den is a frat boy’s bedroom. The demotion is reflected in price, too: According to her appraiser, Tang’s bedroom-and-den combo was worth roughly \$70,000 less than the promised two-bedroom.

Salley Widmayer, Tang’s realtor, says the problem amounted to a five-minute fix. “All you have to do is put in a door,” she explains. “The doors were there. They left the doors off because they thought [the condo buyers] wanted an open plan.”

Widmayer’s prescription, however, conveniently ignores the requirement that the door—or window—must lead to the outside.

Nancy Itteilag, the sales director for 1150 K, says Tang’s problems were of her own making. “I can tell you with a high degree of certainty: This is a young gal who didn’t like her floor plan,” Itteilag says, adding that Tang should have known her model did not have windows in the second room. “The windows start on the

ninth floor. She bought it on the fourth floor. A floor plan is pretty explicit. This is a young woman.”

Tang says she never saw any floor plan that showed which floors were getting the additional windows.

Still, Tang saw problems beyond her sensory-deprivation chamber. On her walk-through, she noted that the water heater had a leak and had gotten water all over a wall and bloated the hardwood floors. She also noted dents and cracks along a wall and rust on the ceiling.

Tang says a rep for the developer kept trying to change the subject away from the cracked walls and busted water heater. ““So look at the window. Isn’t it great?”” Tang recalls the rep’s saying. Soon the rep moved from promoting the window to promoting the roof deck. ““I don’t want to see the roof,”” Tang says she told the rep. ““I want to see my apartment.””

When she got home, Tang called Widmayer. And then, she says, she called again. And again. Still, she didn’t get a call back. “I think she might have thought, She’s young and dumb. She wasn’t very friendly to begin with,” Tang says. “My dad even tried to call her, and she didn’t call him back.”

Widmayer says of the broken water heater, “I’m not aware of that at all. What is she trying to do—get a bad story about our building?” Itteilag speculates that maybe “she didn’t have hot water. We might not have flipped the switch.”

With her condo scheduled to close on July 22, Tang frantically continued to try to get hold of Widmayer. When she finally connected with her, the agent offered her \$3,000 as compensation. Tang asked if there was another option. “They didn’t say anything about the repairs,” Tang says.

Tang decided to walk away from the deal. After a series of negotiations, 1150 K’s owner, the Walton Cos., refunded her deposit in full during the first week of August. “So many things had gone wrong with the [property],” Tang explains. “It just didn’t give me a good feeling about it.”

Itteilag calls Walton Cos. “gracious” for returning Tang’s deposit. “If they’ve never been able to walk that floor plan and they didn’t like what they bought, they shouldn’t have bought from the beginning,” Itteilag says.

When Sarah Hirsch and her husband moved into their Monterey condo last October, they immediately knew they had a problem: The toilet constantly overflowed. “We were told it was a ‘low-water’ toilet,” Hirsch says. “It clogged every day for two weeks.” Then the developer fixed it.

That October, Hirsch also noticed that the bathroom’s exhaust fan didn’t work. She says Monterey’s management suggested that the fan was just really quiet. “I stood on the toilet and tried to listen to it, and there was nothing there,” says

Hirsch.

It turns out the fan was in fact broken. “I got the impression they were just overworked,” Hirsch says. “Everything just went so long. They weren’t as concerned with people who were already there. It was awful. The first couple months were just really, really difficult. We were living in a construction site.”

The Monterey’s first floor was still very much a staging ground for unfinished construction projects. Dust settled over everything. The basement trash area became a mountain of debris. When the elevator worked, it was a miracle. And the first occupants, Hirsch among them, had to make do for weeks without mailboxes. It took the developer until the following spring before the building was up to its promise of luxury.

“It was a little strange,” Mootz says. “I had to move in. I had to get out of this other place. I was happy to be closing. But it wasn’t that feeling that you’re proud and excited to have your own place. I’m walking into a construction site. It wasn’t the dream I had imagined.”

The Monterey still didn’t have its act together when Shin moved in, during the third week of November. After closing, he went to the unit and found his toilet sitting in the living room. The foreman came by, Shin remembers, saw the toilet, and muttered: “Oh, we weren’t expecting you to move in for a day or two.”

“You Work Hard. You’ve Earned It” is the slogan used to lure buyers to the 1700 Kalorama Lofts, a luxury-condominium project of the RWN Development Group. The declaration of entitlement is the first thing that jumps out at anyone perusing the Web site for the Adams Morgan property. But when Julie Nadezna decided to start looking for a condominium to purchase in the spring of 2004, she was more interested in the location of the building than its luxury features.

“I wanted to get out of Glover Park,” she says.

But after meeting John Guggenmos, the McWilliams Ballard sales agent hired to sell the development’s 36 units, Nadezna became sold on the property, even though it hadn’t been built yet.

“He was personable—I liked him. He was a nice guy—or so I thought,” she says.

Nadezna says that during one meeting, Guggenmos, who is also a partner in Northwest’s Halo lounge, shared with her that he has a background in psychology and noted that his degree in the field often comes in handy when hawking condos.

“He told me his background, and how he understood people and would bring psychology into his sales,” she says.

It appears Guggenmos was particularly well-versed in dissecting the psyche of the yuppie. In discussing design inspirations for the 1700 Kalorama Lofts, Nadezna claims, Guggenmos told her and other prospective buyers that if they wanted a

sneak preview of what their floors would look like, all they had to do was take a trip down to the P Street Whole Foods outlet and look down.

Nadezna, who calls herself the hippie of the building, was more interested in talking to Guggenmos about condo reserves and property managers than Bang & Olufsen stereo equipment and high-end kitchen appliances. Even so, she did think it would be cool to have the same floors in her home that graced the upscale grocery.

“They were supposed to be stained cement,” Nadezna says. “He said to three of us, ‘Go to Whole Foods—the floors will look exactly like that.’ Stained cement—it’s very trendy....It’s very expensive and time-consuming. You can do colors, patterns...”

Having expensive of-the-moment flooring didn’t seem unreasonable to Nadezna. After all, condominium homes at 1700 Kalorama were sold at prices from the high \$400s to well beyond the million-dollar mark. “This is a luxury building. I paid a fair amount of money,” she says.

But when Nadezna’s loft was delivered several months later, her floors looked pretty much like the concrete of a parking lot. The building in its previous life was a garage; to Nadezna’s eye, the developer had made almost imperceptible changes to the original floors.

“[The floor] was raw, porous cement. Gray, not shiny. The developer said, ‘That’s it.’ It was a sleight of hand—they poured another layer of concrete over the parking-lot floor and were saying the stain was in the extra layer.”

When Nadezna approached the RWN Development Group and asked that someone “pretty please finish the floors,” she was told that the company had given Guggenmos an accurate idea of what the finished product would look like—and even went so far as to create a flooring sample for him to show to prospective buyers.

“In the sales office, there is a bathroom, and they poured the cement layer down in the bathroom so that John could say, ‘Here’s the floor.’”

RWN refused to comment on the situation; Guggenmos did not respond to requests for comment. Nadezna says she’s inclined to believe the developer’s version of the confusion surrounding the stained concrete—especially since it responded to her request to put a finish on her floors.

The cement floors plagued only one level of the 1700 Kalorama Lofts—Nadezna says that, aside from her level, wood flooring came standard with every other unit. She also says that pretty much all of the owners who got stuck with the concrete have replaced their floors.

“New construction is like the stock market—a gamble,” Nadezna says. “You don’t

know anything.”

When Phil Skillman first heard about Meridian Heights in early 2004, he knew he wanted to live there. The 14-unit luxury-condominium complex planned for Chapin Street NW in Columbia Heights was so alluring that even Skillman’s own real-estate agent, local loft legend Lance Horsley, eventually reserved one of its penthouses. Skillman signed a contract and put down a deposit on his own unit in February 2004.

Meridian Heights, a project of Drummond Development, was scheduled to be completed in September 2004. Skillman anticipated roughly a 90-day delay and expected to close on the sale in November. That target seemed on track when Skillman was told that buyers’ closings would be scheduled for the week of Nov. 15.

“That would have been a two-month delay,” Skillman says. “But a short time after that, we got a letter from the developer.”

In correspondence dated Oct. 25, 2004, the developer explained that the general contractor had pushed the projected completion to Jan. 17, 2005. Drummond promised, however, that it would shoot for a late-2004 finish and, to expedite matters, would “micromanage” the project.

“That’s a word I think of as having a negative connotation,” Skillman says.

Indeed: Skillman didn’t close on his unit June 2005 and didn’t move in until July—approximately nine months after the original estimated delivery date.

For almost a year, Skillman bunked with a friend and often walked over to the construction site to snap photos of Meridian’s progress—or lack thereof. He took pictures of the site on Nov. 24, 2004, shortly after what buyers were initially told would be their closings, that show his loft without a floor, railings, or doors. “It looks so unfinished,” Skillman says.

The only thing that gave Skillman any clue as to when the project would be delivered was the plaque in his building’s front entryway—a bronze sign noting that the building was constructed in 1905 and renovated in 2005.

“We’d joke, ‘They gotta finish in ’05—they put the plaque up,’” he says.

Steve Schwat, a principal of Drummond Development, blames the Meridian Heights delays on a variety of factors, including “scheduling issues” and “rain.” He says that no developer enjoys delays—they cost money—and adds that there’s an easy way for prospective buyers to avoid delays and other problems.

“The reality is, when you sell a property based on a sheet of paper, a set of plans, you have to go in with your eyes wide open,” Schwat says. “It’s a hole in the ground—between now and a finished condo—that’s a large space, and a lot can happen. To avoid frustration entirely, buy a unit that’s already finished.”

The constantly moving move-in date, says Skillman, put him on edge. “You plan around it,” he says. “You don’t travel....I have an SUV that needs work done, but I wanted the car available to move. You order your life around the event of moving.”

And Skillman still thinks about the time he lost in his luxury condo. “The quality of the finished product is excellent—I’m satisfied with my investment. But there are still some things...” Skillman says. “I’m a Chapel Hill fan, and when UNC Chapel Hill won the 2005 NCAA championship, I wasn’t here to watch it on this TV.” CP

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