



District of Columbia Department of Housing and Community Development
 Housing Regulation Administration – Rental Accommodations Division (RAD)
 1800 Martin Luther King Jr. Avenue SE,
 Washington, DC 20020
 (202) 442-9505

**HOUSING PROVIDER’S DISCLOSURE TO APPLICANT FOR
 RENTAL UNIT IN THE HOUSING ACCOMMODATION
 (APPLICANT DISCLOSURE FORM)**

DEAR APPLICANT:

In accordance with the provisions of the Rental Housing Act of 1985, as amended (“Act”), codified at D.C. OFFICIAL CODE §§ 42-3502.22(b)(1)-(3) (Supp. 2008), the Housing Provider makes the following disclosures to any person filing an application to lease a Rental Unit in a Housing Accommodation at the time that the application is filed with the Housing Provider.

Date: _____

1. Housing Provider (Name & Business Address) (Do not use a P.O. Box Number):

2. Housing Provider’s Telephone and E-mail Address: _____

3. Name and address of the Rental Unit (please specify the rental unit for which the application is made):

Washington, D.C. _____.

4. Current Rent Charged for the Rental Unit named above: \$_____.

NOTE: ITEMS 5 THROUGH 8 APPLY ONLY TO RENT-CONTROLLED HOUSING ACCOMMODATIONS UNDER THE ACT.

5. All adjustments in the Rent Charged for the Rental Unit for the past three (3) years up to the current Rent Charged, including the authorizing section of the Act (see Tables below):

Year	Rental Unit No.	Prior Rent	New Rent	Amount of Increase in Rent Charged	Effective Date Rent Increase of Act	Section of Act	213(a)(2) Rental Unit No.*
20__							
20__							
20__							

[check if additional pages are attached]

Section of Act	Description
206(b)	Annual Increase of General Applicability (CPI-W based)
210	Capital Improvement
211	Change in Services/Facilities
212	Hardship Petition
213(a)(1)	Vacancy (10% Increase)
213(a)(2)*	Highest Comparable Vacancy (up to 30%). NOTE: IN COLUMN ABOVE WITH (*), PLEASE LIST THE RENTAL UNIT USED TO DETERMINE HIGHEST COMPARABLE VACANCY RENT ADJUSTMENT.
214	Substantial Rehabilitation
215	Voluntary Agreement

6. (a) The following Tenant and/or Housing Provider petitions or proceedings are pending that could affect the Rental Unit (Related Services and/or Facilities Petition, Capital Improvement Petition, Substantial Rehabilitation Petition, Voluntary Agreement Petition, Hardship Petition, other valid Tenant Petition, or any other action affecting the Rental Unit permitted by the Act):

[check if additional pages are attached]

Case Number

Type of Petition/Proceeding

FOR ANY PETITIONS OR PROCEEDINGS LISTED ABOVE REGARDING THE HOUSING ACCOMMODATION AND RENTAL UNIT(S), THE APPLICANT ACKNOWLEDGES HAVING BEEN SHOWN THE PETITIONS OR PROCEEDINGS AND HAVING BEEN OFFERED A COPY OF THE PETITIONS OR PROCEEDINGS BY THE HOUSING PROVIDER.

Tenant's Initials

7. The following Capital Improvement surcharges (temporary rent increases) are in effect:

<u>Case Number</u>	<u>Type of Surcharge</u>	<u>Amount of Surcharge</u>	<u>Date of Expiration</u>
_____	_____	_____	_____
_____	_____	_____	_____

[check if additional pages are attached]

8. **NOTE:** Except for a rent increase on vacancy, the Rent Charged for a Rental Unit under rent control may be increased no more frequently than once every twelve (12) months. The Housing Provider has implemented an increase in the Rent Charged for the Rental Unit(s) for which application was made _____ times in the past twelve (12) months.

9. The Housing Accommodation and/or Rental Unit is

subject to the Act, or

exempt from the Act for the following reason(s): _____.

10. The undersigned acknowledges having been shown the current business license and having been offered a copy by the Housing Provider.

Tenant's Initials

11. The undersigned acknowledges having been shown the Rental Accommodations Division (RAD) Registration/Claim of Exemption Form and having been offered a copy by the Housing Provider.

Tenant's Initials

12. The undersigned acknowledges having been shown the most recent RAD Amended Registration Form (if applicable), and having been offered a copy by the Housing Provider.

Tenant's Initials

13. The undersigned acknowledges having been shown by the Housing Provider all Housing Code Violation Notices issued by the Department of Consumer and Regulatory Affairs for the Housing Accommodation or Rental Unit within the last twelve (12) months and any Housing Code Violation Notices issued earlier but still outstanding (unabated), and having been offered copies. The Housing Code Violation Notices are listed below:

Tenant's Initials

Date

Violation #

[check if additional pages are attached]

14. The undersigned acknowledges receipt of a pamphlet published by the Rent Administrator entitled What You Should Know About Rent Control in the District of Columbia, explaining the Act and any regulations that relate to implementation of adjustments in the Rent Charged and petitions permitted to be filed by Housing Providers and Tenants under the Act.

Tenant's Initials

15. The amount of any non-refundable Rental Unit application fee is \$_____.

16. The initial security deposit for the Rental Unit for which application was made is \$_____. The security deposit shall not exceed one month of the rent charged. The security deposit shall be deposited by the Housing Provider in an interest bearing escrow account established and held in trust in a financial institution in the District of Columbia insured by a federal or state agency for the sole purposes of holding such deposits or payments. Interest on the security deposit shall accrue at the statement savings rate prevailing in the DC financial institution in which the funds are held, which rate is reset every six (6) months (January 1st and July 1st). The Housing Provider shall post in the lobby of the building and rental office at the end of each calendar year the following information: where the tenants' security deposits are held and what the prevailing rate was for each (six) 6-month period over the past year. At the end of a

Tenant's tenancy, the Housing Provider shall list for the Tenant the interest rate for each (six) 6-month period during the tenancy. Within forty-five (45) days after the termination of the tenancy, the Housing Provider shall do one of the following: (i) tender payment to the Tenant, without demand, any security deposit and any interest due; or (ii) notify the Tenant in writing, to be delivered to the Tenant personally or by certified mail at the Tenant's last known address, of the Housing Provider's intention to withhold and apply the security deposit, and any interest thereon, toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement. If the Housing Provider withholds any portion of the security deposit, and any interest thereon, toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement, the Housing Provider shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses within thirty (30) days, and at the same time give the Tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.

17. The Rental Unit and/or Housing Accommodation (if applicable) –

- is registered as a boarding house or rooming house;
- is registered as a condominium or cooperative; and/or
- is converting to a condominium or cooperative or non-housing use.

18. If there is a pending sales contract for the Housing Accommodation and/or Rental Unit(s) on the date of this Notice of Disclosure, the date of the sales contract is _____. If the sales contract is accepted, the date of change of ownership of the Housing Accommodation is intended to be _____.

If you have any questions about this Disclosure, please direct them to the Rental Accommodations Division in writing at 1800 Martin Luther King Jr. Avenue SE, Washington, DC 20020. You may call (202) 442-9505 Monday through Friday between the hours of 8:30 am and 4:30 pm or visit the Housing Resource Center, first floor Monday through Friday between the hours of 8:30 am and 3:30 pm.

Reverse Signatures (PLEASE PLACE PRINTED NAME FIRST).

Signature of Applicant:

Signature of Additional Applicant(s) (as necessary):

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Signature of Housing Provider

Date: _____