



Rental Application Procedures & Policies:

Our company is an Equal Housing Opportunity provider and is a real estate brokerage licensed in Maryland, DC, Virginia and Pennsylvania. The broker of the company is acting as agent for the Owner/Landlord and the agents of the company are sub-agents, all of whom are working to protect and promote the interests of the Owner/Landlord. However, our company policy is to treat all parties fairly.

Thank you for considering us for your housing needs. Please review all information carefully and contact our office for any further assistance you may require.

- A.) All offers to rent must be made by written application. All applications must be COMPLETED and SIGNED and accompanied by all required fees and deposits prior to consideration for approval. Applicants with rent subsidies must provide all supporting documentation at the time of application.
- B.) All adults (18 years or older) must complete a credit check through Rent Spree and a rental application. All persons, adults, and children, who will be residing at the property on a regular basis must be indicated on the rental application form.
- C.) This office utilizes a 3rd party credit reporting agency for credit and criminal background checks. No credit report may be accepted from the applicant in lieu of this office obtaining one.
- D.) Credit check application must be accompanied by a non-refundable cashier's check or money order, made out to "Realty Executives Premier". The fee is \$30 per adult living on the premises.
- E.) Social Security numbers must be provided on the applicable forms.
- F.) Applicants are screened on a first-come, first-qualified basis. All applicants are accepted or rejected by the Owner/Landlord.
- G.) Credit history and income/employment history for a minimum of the preceding 24 months and housing references for the preceding 3 years are required. Satisfactory references are sought in these areas and special circumstances should be explained in writing, in advance, and submitted with the original application whenever possible.
- H.) All applications must be accompanied by a copy of each applicant's driver's license and proof of income – i.e. recent pay stubs or other supporting financial information. If self-employed, copies of Federal Income Tax Returns for the last 2 years are required. Fraudulent information will cause the application(s) to be declined.

- I.) Any and all special requirements, clauses, conditions and contingencies which are a basis for whether or not you will sign a lease – must be stated in advance, in writing, and on the application.
- J.) Applications should NOT be faxed. However, in the event this is unavoidable, the original application(s) and any fees/deposits must be received in the office to protect the priority of placement of the application.
- K.) Applicants are entitled to review, in advance, the lease which they will be required to sign. Applicants are also entitled to review any Condominium or Homeowners Association documents prior to lease signing. Applicants will acknowledge and sign off on receipt of these documents when applicable.
- L.) Applicants are required to sign the lease within 2 business days following the application approval notification, or priority of placement will be forfeited.
- M.) Tenants must obtain a RENTER’S LIABILITY INSURANCE POLICY. Proof must be furnished to Realty Executives Premier prior to move-in.
- N.) A property offered for Sale and for Rent simultaneously is subject to removal from the rental market upon the acceptance of a sales contract.
- O.) A property shall be considered available until the lease is signed by all Lessees and shall be understood to be under a contingent contract until such time.
- P.) If pets are allowed by the Owner/Landlord, an additional deposit shall be required, with the amount determined by the Owner/Landlord.
- Q.) Leases of more than 12 months may include a rent adjustment in each additional year.
- R.) All move-in payments shall be in certified funds. A full month’s rent is due upon move-in. Any partial month’s rent shall be pro-rated based on daily rent of 1/365th of the yearly rent.

Signature of Adult Tenants:

_____	_____
_____	_____
_____	_____

John Burgess
Realty Executives Premier
 Office: 301.681.5093
 John@JohnBurgessRealtor.com



RENTAL APPLICATION
(For Use in Washington, DC)

Applicant's Name: _____ and, if applicable,
 Co-Applicant's Name: _____ ("the Applicant")
 Application is made to lease property located at _____ for
 monthly rental of \$ _____ Security Deposit: \$ _____
 Lease Term: _____ Move-in Date: _____ Move-out Date: _____

A deposit in the amount of \$ _____ (the "Deposit") is to be held by Landlord/Agent with the clear understanding that this Application, including each prospective occupant, is subject to approval and acceptance by owner or his duly authorized property manager. The Applicant has no leasehold interests in the rental property until there is a fully executed lease. In the case of payment by check, the words "Deposit" shall be placed on the check.

Additionally, an Application fee of \$ _____ ("the Application Fee") is to be used by the Landlord/Agent for the credit/consumer check and processing the application with the understanding that this application, including each prospective occupant is subject to Landlord's approval and acceptance. Should the actual cost expended for a credit check or other expenses arising out the Application exceed the amount of the Application fee, a portion of the Deposit shall be applied to pay such excess cost. When so approved and accepted, Applicant agrees to execute a lease and to pay any balance due on the security deposit and/or the first month's rent (as required by Landlord) within three (3) business days after being notified of acceptance and before possession is given.

SPECIAL LEASE REQUIREMENTS: Military/Diplomatic Clause: Yes No
 Contingencies/Special Equipment: _____

OCCUPANTS: The premises are to be occupied only by the following # of occupants:

Total Number of Occupants: _____
 Name: _____ Age: _____
 Name: _____ Age: _____
 Name: _____ Age: _____
 Name: _____ Age: _____
 Pets: Dog: Breed: _____ Weight: _____ Total Number of Dogs: _____
 Cat Total Number of Cats: _____ Other: _____ How many pets total? _____

AUTOMOBILES, MOTORCYCLES, TRUCKS, BOATS, AND TRAILERS:

Total Number of Vehicles: _____
 Type/Make: _____ Year: _____ Tag #: _____ State: _____
 Type/Make: _____ Year: _____ Tag #: _____ State: _____
 Are any of the above commercial vehicles? If so, which ones? _____

All motor vehicles or trailers shall have current licenses and may be parked **ONLY** in garages, driveways, if provided, on the street (not in fire lanes or on the lawn), **OR AS REQUIRED BY THE CONDOMINIUM OR HOMEOWNER'S ASSOCIATION.**

In compliance with federal fair housing regulations, the Property shall be made available to all persons without regard to race, color, religion, national origin, sex, physical or mental handicaps, familial status or any additional protected classes specified by State of Maryland, District of Columbia or local jurisdiction law.

For Office Use Only: Date _____
 Application Received by Agent/Broker: _____

Please Print Legibly:

Applicant's Name: _____

Birth Date: _____ SS#: _____

Driver's License # or Government-Issued ID #: _____ State: _____

Home Phone: _____ Temporary Local # (if applicable): _____ Office Phone: _____

Mobile Phone: _____

E-mail Address: _____ E-mail Address: _____

Current Address: _____

Street City State Zip

Own Rent Years: _____ Rent/Mortgage Payments: \$ _____

Present Landlord/Agent: _____ Phone: _____

Reason for moving: _____

Have you ever paid late? Yes No If yes, Explain _____

Have you ever been evicted? Yes No If yes, Explain _____

List all **previous addresses** for the last five years including period of stay in each and the name and telephone number of Landlord/Agent from whom you rented. (Use additional sheet if needed.)

Previous Address: _____

Street City State Zip

Landlord/Agent's Name: _____ Phone: _____

From (Date): _____ To: _____ Monthly Rent: \$ _____

Previous Address: _____

Street City State Zip

Landlord/Agent's Name: _____ Phone: _____

From (Date): _____ To: _____ Monthly Rent: \$ _____

Current Employer: _____

Position: _____ How Long _____

Address: _____

Street City State Zip

Supervisor: _____ Supervisor's Phone: _____

CURRENT GROSS ANNUAL INCOME:

Base Pay: \$ _____

Overtime: \$ _____

Bonuses: \$ _____

Commissions: \$ _____

Dividends: \$ _____

Other: \$ _____

TOTAL: \$ _____

If employed less than one year with current employer, give previous employment information:

Previous Employer: _____

Position: _____ How Long: _____ Gross Income: \$ _____

Address: _____

Street City State Zip

Supervisor: _____ Supervisor's Phone: _____

IF EMPLOYER REFUSES to verify applicant's employment by phone, it shall become the responsibility of the applicant to provide immediate written confirmation of such information. If applicant is self-employed, attach copies for past two years of individual US tax form 1040 and self-employment US tax schedule C.

Please Print Legibly:

Co-Applicant's Name: _____

Birth Date: _____ SS#: _____

Driver's License # or Government-Issued ID #: _____ State: _____

Home Phone: _____ Temporary Local # (if applicable): _____ Office Phone: _____

Mobile Phone: _____

E-mail Address: _____ E-mail Address: _____

Current Address: _____

Street City State Zip

Own Rent Years: _____ Rent/Mortgage Payments: \$ _____

Present Landlord/Agent: _____ Phone: _____

Reason for moving: _____

Have you ever paid late? Yes No If yes, Explain _____

Have you ever been evicted? Yes No If yes, Explain _____

List all **previous addresses** for the last five years including period of stay in each and the name and telephone number of Landlord/Agent from whom you rented. (Use additional sheet if needed).

Previous Address: _____

Street City State Zip

Landlord/Agent's Name: _____ Phone: _____

From (Date): _____ To: _____ Monthly Rent: \$ _____

Previous Address: _____

Street City State Zip

Landlord/Agent's Name: _____ Phone: _____

From (Date): _____ To: _____ Monthly Rent: \$ _____

Current Employer: _____

Position: _____ How Long _____

Address: _____

Street City State Zip

Supervisor: _____ Supervisor's Phone: _____

CURRENT GROSS ANNUAL INCOME:

Base Pay: \$ _____

Overtime: \$ _____

Bonuses: \$ _____

Commissions: \$ _____

Dividends: \$ _____

Other: \$ _____

TOTAL: \$ _____

If employed less than one year with current employer, give previous employment information:

Previous Employer: _____

Position: _____ How Long: _____ Gross Income: \$ _____

Address: _____

Street City State Zip

Supervisor: _____ Supervisor's Phone: _____

IF EMPLOYER REFUSES to verify applicant's employment by phone, it shall become the responsibility of the applicant to provide immediate written confirmation of such information. If applicant is self-employed, attach copies for past two years of individual US tax form 1040 and self-employment US tax schedule C.

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APPLICANT / CO-APPLICANT:

HOUSING ASSISTANCE PROGRAM:

Are you participating in a Housing Assistance Program? Yes No If yes, please complete info below:

Jurisdiction: _____ / _____

Amount: \$ _____ / _____

Attach appropriate documentation.

ASSETS:

Checking Account: \$ _____ / _____ Bank: _____ / _____

Savings Account: \$ _____ / _____ Bank: _____ / _____

Credit Union: \$ _____ / _____ Name: _____ / _____

Other Assets: \$ _____ / _____ (Specify) _____ / _____

TOTAL: \$ _____ / _____

LIABILITIES: (Auto Loans, Mortgages, Credit Cards, Bank Loans, Installment Loans, Student Loans, Child Support, Alimony etc.)

<i>Creditor</i>	<i>Total Due</i>	<i>Monthly Terms</i>
_____ / _____	\$ _____ / _____	\$ _____ / _____
_____ / _____	\$ _____ / _____	\$ _____ / _____
_____ / _____	\$ _____ / _____	\$ _____ / _____
_____ / _____	\$ _____ / _____	\$ _____ / _____
_____ / _____	\$ _____ / _____	\$ _____ / _____
_____ / _____	\$ _____ / _____	\$ _____ / _____
_____ / _____	\$ _____ / _____	\$ _____ / _____
TOTAL:	\$ _____ / _____	\$ _____ / _____

Have you ever filed for bankruptcy? Yes No If yes, Discharge Date: _____

Do you have a suit for judgments against you? Yes No

Are you obligated to pay or receive child support or pay or receive alimony?

If so, indicate monthly payment: \$ _____

APPLICANT: Citizen of (Country): _____ Passport#: _____

Emergency Contact: _____ Relationship: _____
Address _____ Phone: _____

CO-APPLICANT: Citizen of (Country): _____ Passport#: _____

Emergency Contact: _____ Relationship: _____
Address _____ Phone: _____

LOCAL REFERENCES:

Name: _____ Relationship: _____
Address: _____ Phone: _____

Name: _____ Relationship: _____
Address: _____ Phone: _____

THE FOLLOWING DISCLOSURES ARE REQUIRED BY THE DISTRICT OF COLUMBIA:

1. The housing accommodation is **rent-controlled** **exempt from rent control** .
2. A copy of the current business license is attached.
3. The undersigned acknowledge(s) having been shown the Registration/Claim of Exemption form and having been offered a copy of the form for the undersigned.
4. The housing accommodation is registered as – (check as applicable) **condominium** **cooperative** **is converting** to a condominium or cooperative or non-housing use.
5. The owner of the housing accommodation is
6. The amount of the non-refundable application fee is \$ _____. The amount of the initial security deposit is \$ _____. The amount of the security deposit cannot exceed the first full-month of rent. For any tenancy of twelve months or longer, interest on the security deposit shall accrue at the passbook rate prevailing in the DC financial institution in which the funds are held, which rate is re-set every six months (1st of January and 1st of July). Within forty five days after the termination of the tenancy, the housing provider will either (a) return the security deposit plus any interest to the tenant or (b) notify the tenant of the intent to withhold the deposit for defraying expenses incurred pursuant to the lease. If the housing provider intends to withhold the deposit, then within thirty days after notice to that effect the housing provider will give the tenant an itemized statement of the expenses to which the deposit was applied and refund any remaining balance to the tenant.
7. The applicable rent for the unit at the date of this disclosure is \$ _____.
8. The undersigned acknowledge(s) having been shown all Housing Violation Notices issued by the Department of Consumer and Regulatory Affairs within the last twelve months and any Notices issued earlier but still outstanding, and having been offered copies.
9. The following petitions or proceedings are pending that could affect the rental unit, whether the rent charged, the services and facilities provided or other matters: Case Number _____ Type of Petition/Proceeding _____
10. The following surcharges (rent increases that will subsequently be rescinded) are in effect for the rental unit:

Case Number	Type of Surcharge	Amount of Surcharge	Date of Rescission
11. Except for a rent increase upon vacancy, the rent charged a rental unit under rent control may be increased no more frequently than once every twelve months.
12. The undersigned acknowledge(s) having been shown the most recent Notice of Change Form filed pursuant to section 205(g)(1)(C) of the Act, relating to change of ownership, management, or services and facilities, and having been offered a copy.
13. The undersigned acknowledge(s) receipt of a pamphlet published by the Rent Administrator explaining the Act and any regulations under the Act as they relate to implementation of rent increases and petitions permitted to be filed by housing providers and tenants.
14. DC's Fair Criminal Record Screening for Housing Act of 2016 prevents unlawful screening of a housing applicant's criminal background. All information on requirements, including model forms, available at <https://ohr.dc.gov/page/returningcitizens/housing>.

The undersigned acknowledge(s) receipt of this disclosure form, the attachment and the pamphlet published by the Rent Administrator (<http://newsroom.dc.gov/file.aspx/release/9439/Rent%20Control%208.04.06.pdf>). The undersigned acknowledge(s) having been shown the other documents, having been offered copies of those documents and having received any copies of documents requested by the undersigned as set forth above.

Initials: _____ / _____

ELECTRONIC SIGNATURES: In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the applicant(s) do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this application and /or any future contracts or addenda. The applicants hereby agree that either party may sign electronically by utilizing a digital signature service.

Applicant: _____ / _____ Co-applicant: _____ / _____

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AUTHORIZATION TO RELEASE INFORMATION:

The undersigned applicant affirms under the penalties of perjury that I have read and understand pages 1 through 6 of this application and that my answers to the questions on this application are true and correct to the best of my personal knowledge, information and belief and that I have not knowingly withheld any fact or circumstance which would, if disclosed, affect my application unfavorably.

Upon demand made by Listing Broker/Landlord, at any time during the applicant's tenancy or thereafter, Listing Broker/Landlord is hereby authorized to release any information contained in this application to any consumer reporting agency, credit bureau, or other investigative agencies.

The Applicant hereby authorizes Listing Broker/Landlord to order and obtain a credit/consumer report. I hereby authorize the owner or owner's agent to whom this Application is made and any credit bureau or other investigative agency used by such owner or owner's agent to investigate and to report and disclose to the owner and the owner's agent the results of the references herein listed, statements and other data obtained from me or from any other person pertaining to **my credit, employment, rent history and financial responsibility**. In the event the Listing Broker is acting on behalf of the Landlord, another broker or other party directly or indirectly affected by said transaction, the applicant hereby authorizes the Listing Broker to forward and disclose all or any portion of the information contained in the credit/consumer report to the Landlord, another Broker or other party directly or indirectly involved. The applicant hereby releases Listing Broker/Landlord from any liability whatever for rejection of this application due to credit information or any other reason." After this application has been processed, the Landlord/Owner may be contacted for final approval. Applicant will be contacted when approval is received or denied.

I understand that this **APPLICATION DOES NOT CONSTITUTE A COMMITMENT** to lease or rent and that a **WRITTEN LEASE WILL BE PREPARED** if my application is approved. I further understand that the lease **MUST BE SIGNED BY BOTH THE LANDLORD AND/OR ITS AGENT AND MYSELF TO BE VALID**.

PRINTNAME: _____

APPLICANT SIGNATURE: _____ Date: _____

PRINTNAME: _____

CO-APPLICANT SIGNATURE: _____ Date: _____

Date: _____ Check: \$ _____ Cash: \$ _____

Leasing Broker: _____ BrokerCode: _____

Address: _____ Phone: _____

Leasing Agent: _____ Phone: _____

License #/State: _____ / _____ MRIS# _____

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Consent for Dual Representation and Designated Representation in the District of Columbia (To be attached to all listing agreements and buyer or tenant brokerage agreements for transactions in the District of Columbia.)

“Designated Representation” occurs when the Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with a different licensee affiliated with the same firm. Each of the licensees, known as Designated Representatives, represents fully the interest of his/her individual clients. The Supervising Broker is a Dual Representative of both the Buyer and Seller, and must not disclose information obtained in confidence to other parties in the transaction.

- [If the Seller or Landlord does not consent to Designated Representation, the property may not be shown by any licensees affiliated with the brokerage firm that have entered into a representation agreement with a prospective Buyer or Tenant.
- If the Buyer or Tenant does not consent to Designated Agency, the Buyer or Tenant may not be shown any properties listed by other licensees affiliated with the brokerage firm.
Prior to entering into a contract in which the buyer and seller are represented by Designated Representatives, the relationship of both Designated Agents must be disclosed/confirmed in writing.

“Dual Representation” occurs when Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with the same licensee. When the parties agree to dual representation, the ability of the licensee and the brokerage firm to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained.

- If the Seller or Landlord does not consent to Dual Representation, the property may not be shown by the licensee to any prospective Buyers or Tenants that have entered into a buyer brokerage agreement with the licensee.
- If the Buyer or Tenant does not consent to Dual Agency, the licensee may not show any properties listed by the licensee.
- Prior to entering into a contract in which the buyer and seller are represented by Dual Agency, this relationship must be disclosed/confirmed in writing.

I (We) consent to **Designated Representation**, acknowledging the broker/firm
 Realty Executives Premier
 the sales associate, Jessica C Santizo, may represent both the seller(s) and buyer(s) or landlords and tenants, and
 Representative for the party indicated below: license # SP98379338 as the Designated

Sellers(s) or Buyer(s)
 Landlord(s) or Tenant(s)

I (We) do not consent to **Designated Representation**

I (We) consent to **Dual Representation**, acknowledging the broker/firm
 Realty Executives Premier
Jessica C Santizo and the sales associate,
 license # SP98379338 may represent
 both the seller(s) and buyer(s) (or landlord(s) and tenant(s)), as the **Dual Representatives** for the both parties indicated below:

Sellers(s)and Buyer(s)
 Landlord(s) and Tenant(s)

I (We) do not consent to **Dual Representation**

DocuSigned by:
Adam Robbins 4/2/2021
 Signed _____ Date _____
 Signed _____ Date _____

If you are:	You need to:
The property owner or manager	<ul style="list-style-type: none"> Complete Sections A and B. Provide a copy to the tenant/buyer.
The potential tenant or buyer	<ul style="list-style-type: none"> Carefully review Section B. Sign Section C.

SECTION A: Property Owner/Manager's Signature

Property Address: 1495 Newton St NW	Unit: 302	Washington, DC	ZIP: 20010
I am the (check one) <input checked="" type="checkbox"/> owner <input type="checkbox"/> manager of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property.			
Owner/Manager Name: Adam Robbins	Signature: DocuSigned by: Adam Robbins 919AE0742B504E1		

SECTION B: Information About the Lead-Based Paint in this Property

Lead-based paint is assumed to be present in properties built before 1978. To the best of your knowledge, is there peeling or chipping paint, lead-contaminated dust/soil, or other lead-based paint hazards inside or around the property?

No Yes, in the following location(s): *For more space attach a summary*

Does DC Government have any pending actions related to lead-based paint for this property?
Check all that apply

- Yes, a notice of violation
- Yes, a notice of lead-based paint hazards
- Yes, an administrative order to eliminate lead-based paint hazards
- Yes, other notices or orders related to lead-based paint. Please list:
- No

Are there any reports or documents about lead-based paint or hazards in or around this property?
This includes reports or documents provided to you by a previous or current owner, property manager, DC Government agency, or contractor.

No Yes **and** I understand I must provide a copy of those documents to the tenant/buyer if they ask.

SECTION C: Tenant/Buyer's Acknowledgement

I was provided this form and the Protect Your Family from Lead in Your Home pamphlet before I signed a lease or purchase agreement.

Yes No, I have already signed a lease or purchase agreement.

I understand I have the right to ask the owner or manager for any reports or documents about lead-based paint or hazards in or around this property.

Name:	Signature:	Date:
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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: 1495 Newton St NW #302, Washington DC 20010

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): AK / _____ housing was constructed prior to 1978 **OR** _____ / _____ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
(i) _____ / _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) AK / _____ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) _____ / _____ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) AK / _____ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) _____ / _____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) _____ / _____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i) _____ / _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ / _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) AK Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:
Adam Robbins
4/2/2021
Seller/Landlord Date

Buyer/Tenant Date

Seller/Landlord Date
DocuSigned by:
[Signature]
4/2/2021

Buyer/Tenant Date

Seller's/Landlord's Agent Date

Buyer's/Tenant's Agent Date



GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Energy and Environment

Lead-Safe and Healthy Housing Division
Lead Compliance & Enforcement Branch

TENANT RIGHTS UNDER THE DISTRICT'S LEAD LAW
(for tenants in rental housing built before 1978)

As a tenant in the District of Columbia, you are entitled to live in a property that is free of lead-based paint hazards, including in common areas, such as halls and laundry rooms. A lead-based paint hazard exists if peeling, chipping, or otherwise deteriorating paint conditions are present. A lead-based paint hazard can also exist if there are tiny lead particles mixed into household dust, or into bare soil in a yard at the property.

Rights that you have as a tenant under any other District of Columbia law are not affected in any way by your rights under this Lead Law.

YOUR RIGHTS BEFORE SIGNING A LEASE

Before you sign any lease to rent in the District of Columbia, your landlord must give you a Lead-Based Paint Hazard Disclosure Form, and if a member of your household is a child who is less than six (6) years old, or a pregnant woman, the landlord must also give you a Clearance Report that is dated no more than twelve (12) months before your move in date. A Clearance Report is a document that states that your home has been checked for lead-based paint hazards, and that none were found.

YOUR RIGHTS UNDER THE LEAD LAW AFTER YOU MOVE IN

If a member of your household or someone who regularly visits you is either a child who is less than six (6) years old or a pregnant woman, you may ask your landlord, in writing, to give you a Clearance Report. The landlord then has 30 days to give you a Clearance Report that is no more than twelve (12) months old. A Clearance Report is a document that states that your home has been checked for lead-based paint hazards, and that none were found.

If you see paint that is chipping or peeling, you should notify your landlord about the condition. It is against the law to have peeling, chipping, or other deteriorating paint in any home built before 1978. If your landlord doesn't repair the paint or in repairing the paint, doesn't do the work safely, then you can call the Department of Energy and Environment (DOEE) at 202-535-1934 to make a complaint. A lead specialist will follow up and contact you to discuss the situation and determine if a DOEE lead inspection is appropriate.

If the DC Government finds a lead-based paint hazard in your home, DOEE will order your landlord to eliminate the hazard and will follow up to make sure the repair work gets done according to DC lead regulations. Your other rights under the District's Lead Law include:

A. Protection against retaliation by your landlord

Your landlord may not evict or otherwise punish you just because you have used any of the rights discussed in this notice.

B. Conditions under which your landlord or his employee or agent, may enter your unit

As a tenant, you must allow the landlord to have access to your home at reasonable times for work related to lead-based paint hazards. The landlord must give you advance notice in writing, at least 48 hours before the landlord wants to enter for work related to lead-based paint hazards. The advance notice must:

- Describe the work that will be done in your unit, including the specific location of where the work will occur;
- Explain how the landlord proposes to separate the work area(s) from the rest of the unit, to eliminate the possibility of dust or debris spreading outside the work area(s); and
- State when the work may begin and when it is expected to end.

C. Procedures governing refusal to let the landlord have access to do the lead work in your unit

If you refuse to allow the landlord or his or her agent or employee access to your home to do lead related work or do a lead inspection, and you have already received an official DOEE government property access form, that has been properly signed and dated, the landlord may not be required to continue lead-based hazard work on your property and will be considered to be in compliance with the law.

The only reasons for refusing to allow a landlord to have access to your home that are valid are the following:

- You had a reasonable basis for refusing access because the person to do the work was not properly certified to do the work; or
- You offered the landlord a reasonable alternative for a time to gain access and the landlord rejected the reasonable conditions.

If you refuse your landlord or its agent access to your home without a valid reason and all of the notice requirements have been met, a warrant to enter your home may be issued by the Superior Court.

D. Requirement for lead-safe work practices

Workers removing lead hazards from the unit must follow “lead-safe work practices” and so must anyone who does maintenance, repair, or renovation work that involves drilling, sawing, or otherwise disturbing paint. These are work performance standards that are regulated by the Government.

E. Access to Lead Reports

You have a right to review and photocopy any reports that your landlord has, relating to lead conditions about the building you live in. Property owners must make these reports accessible to

tenants and to tenants' agents, at reasonable hours and at a location reasonably close to the property.

F. Temporary moves

Due to the seriousness of any identified lead-based paint hazards that may be found in your home, the DC Government may require that you temporarily move, to protect any child under six years of age or a pregnant woman living in your household from possible exposure to lead. The cost of the temporary move will be paid for by the landlord. The temporary move would last until all lead-based paint hazards are taken care of in your home, and you've had a reasonable amount of time to move back to your home. The Government must give you an "Order to Relocate" notice within five (5) days of the date before the work to remove the lead begins.

**YOUR RIGHTS REGARDING TEMPORARY MOVES,
IF REQUIRED DURING WORK ON YOUR UNIT**

If the DC Government requires you to move in order to protect you or members of your household from the effects of exposure to lead-based paint hazards, you have the following rights:

- You have the right to a 14-day written notice that indicates when you are being asked to temporarily move, unless you agree to move sooner or the District Government decides that shorter notice is necessary because of health-threatening emergency conditions in your unit.
- You have the right to be temporarily relocated into a comparable, safe unit in the same building where you live, if one is available. If no units are available, the landlord must make all reasonable efforts to move you to a safe place in the same school district or ward that your unit is located in, and near public transportation if possible.
- You have the right to make your own arrangements for a temporary home, instead of moving to the one your landlord chooses for you. Your landlord still has to pay for reasonable relocation expenses.
- You have the right to receive a written, signed statement on a DOEE-issued right to return form completed by the owner/agent and move back home from the temporary location as soon as the lead hazard elimination work is done and the unit has passed a clearance examination, without an increase in rent or any other changes to the lease.
- You have the right to receive a copy of the Clearance Report and written, signed and dated Clearance Acknowledgement before returning to your unit, to document that the lead-based paint hazards and underlying conditions that contributed to them have been eliminated from your unit.

**If you have any questions about your rights,
please call the Office of the Tenant Advocate, at (202) 719-6560**

DocuSigned by:
Adam Robbins
919AER742B54AE1

Owner or Agent's Signature

4/2/2021

Date

Prospective or Current Tenant's Signature
1495 Newton St NW #302, Washington DC 20010

Date

Property Address

DISTRICT OF COLUMBIA OFFICE OF THE TENANT ADVOCATE

District of Columbia Tenant Bill of Rights

The Tenant Bill of Rights Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-147; D.C. Official Code §§ 42-3531.07(8) & 42-3502.22(b)(1)) requires the D.C. Office of Tenant Advocate to publish a “D.C. Tenant Bill of Rights” to be updated periodically and noticed in the *D.C. Register*. This document is not exhaustive and is intended to provide tenants with an overview of the basic rights of tenancy in the District. Except for rent control, all these rights apply to every tenant in the District.

1. **LEASE**: A written lease is *not* required to establish a tenancy. If there is one, the landlord must provide you with a copy of the lease and all addendums. The landlord must also provide you with copies of certain District housing regulations, including those for Landlord & Tenant relations. Certain lease clauses are prohibited, including waiver of landlord liability for failing to properly maintain the property. The landlord may not change the terms of your lease without your agreement. After the initial lease term expires, you have the right to continue your tenancy month-to-month indefinitely on the same terms, except for lawful rent increases. (14 DCMR §§ 101, 106 & 300-399)
2. **SECURITY DEPOSIT**: The amount of the security deposit may not exceed the amount of 1 month’s rent. The landlord must place your security deposit in an interest-bearing account. The landlord must post notices stating where the security deposit is held and the prevailing interest rate. If there is a “move-out” inspection, the landlord must notify you of the date and time. Within 45 days after you vacate the apartment, the landlord must either return your security deposit with interest, or provide you with written notice that the security deposit will be used to defray legitimate expenses (which must be itemized within 30 more days). (14 DCMR §§ 308-311)
3. **DISCLOSURE OF INFORMATION**: Upon receiving your application to lease an apartment, the landlord must disclose: (a) the applicable rent for the rental unit; (b) any pending petition that could affect the rent (if rent control applies); (c) any surcharges on the rent and the date they expire (if rent control applies); (d) the rent control or exempt status of the accommodation; (e) certain housing code violation reports; (f) the amount of any non-refundable application fee, security deposit, and interest rate; (g) any pending condo or coop conversion; (h) ownership and business license information; (i) either a 3-year history of “mold contamination” (as defined) in the unit and common areas, or proof of proper remediation; and (j) a copy of this D.C. Tenant Bill of Rights document. The landlord must make this information accessible to you throughout your tenancy. Upon a tenant’s request once per year, the landlord must also disclose the amount of, and the basis for, each rent increase for the prior 3 years. (D.C. Official Code §§ 42-3502.22 & .13(d))

4. **RECEIPTS FOR RENTAL PAYMENTS:** The landlord must provide you with a receipt for any money paid, except where the payment is made by personal check *and* is in full satisfaction of all amounts due. The receipt must state the purpose and the date of the payment, as well as the amount of any money that remains due. (14 DCMR § 306)
5. **RENT INCREASES:** “Rent control” limits the amount and the frequency of rent increases. For units that are exempt from rent control, generally only the lease terms limit rent increases. If rent control applies, the landlord may not raise the rent: (a) unless the owner and manager are properly licensed and registered; (b) unless the unit and common areas substantially comply with the housing code; (c) more frequently than once every 12 months; (d) by more than the Consumer Price Index (CPI) for an elderly tenant (age 62 or over) or tenant with a disability, regardless of income, if registered with the Rent Administrator; (e) by more than the CPI + 2% for all other tenants. A rent increase larger than (d) or (e) requires government approval of a landlord petition, which tenants may challenge. You also may challenge a rent increase implemented within the prior 3 years.
6. **BUILDING CONDITIONS:** The landlord must ensure that your unit and all common areas are safe and sanitary as of the first day of your tenancy. This is known as the “*warranty of habitability*.” The landlord must maintain your apartment and all common areas of the building in compliance with the housing code, including keeping the premises safe and secure and free of rodents and pests, keeping the structure and facilities of the building in good repair, and ensuring adequate heat, lighting, and ventilation. The tenant has the right to receive a copy of a notice of violation issued to the landlord (14 DCMR §§ 106; 301; & 400-999)
7. **LEAD PAINT HAZARD:** For properties built prior to 1978, the landlord must (a) provide a prospective tenant household with a form issued by the District Department of the Environment about their rights under the D.C. lead laws; (b) provide a current lead-safe “clearance report” to (i) a prospective tenant household that includes a child less than 6 years of age or a pregnant woman, (ii) an in-place tenant household that gains such a person and requests the report in writing from the landlord, and (iii) any tenant household regularly visited by such a person; and (c) disclose to a tenant household what the landlord reasonably should know about the presence in the tenant’s unit of a lead-based paint hazard or of lead-based paint, which is presumed to be present unless there is documentation showing otherwise. (20 DCMR §§ 3300 *et seq.*)
8. **MOLD:** Upon written notice from a tenant that mold or suspected mold exists in the unit or a common area, the landlord must inspect the premises within 7 days and remediate within 30 days. Mold assessment and remediation must be performed in compliance with District regulations. (D.C. Official Code § 8-241)

9. **QUIET ENJOYMENT AND RETALIATION:** The landlord may not unreasonably interfere with the tenant's comfort, safety or enjoyment of a rental unit, whether for the purpose of causing the housing accommodation to become vacant or otherwise (D.C. Official Code § 42-3402.10). The landlord may not retaliate against you for exercising any right of tenancy. Retaliation includes unlawfully seeking to recover possession of your unit, to increase the rent, to decrease services or increase your obligations; and also includes violating your privacy, harassing you, or refusing to honor your lease. (D.C. Official Code § 42-3505.02)

10. **DISCRIMINATION:** The landlord may not engage in discriminatory acts based upon the actual or perceived: race, color, religion, national origin, sex, age, marital status, genetic information, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, status as a victim of an intra-family offense, or place of residence or business of any individual. Discriminatory acts include refusing to rent; renting on unfavorable terms, conditions, or privileges; creating a hostile living environment; and refusing to make reasonable accommodations to give a person an equal opportunity to use and enjoy the premises. (D.C. Official Code § 2-1401.01 *et seq.*)

11. **RIGHT TO ORGANIZE:** The landlord may not interfere with the right of tenants to organize a tenant association, convene meetings, distribute literature, post information, and provide building access to an outside tenant organizer. (D.C. Official Code § 42-3505.06)

12. **SALE AND CONVERSION:** Tenants must be given the opportunity to purchase an accommodation before the landlord sells or demolishes the accommodation or discontinues the housing use. The landlord may not convert the rental accommodation to a cooperative or condominium unless a majority of the tenants votes for the conversion in a tenant election certified by the District's Conversion and Sale Administrator. (D.C. Official Code §§ 42-3404.02 & 42-3402.02)

13. **RELOCATION ASSISTANCE:** If you are displaced by alterations or renovations, substantial rehabilitation, demolition, or the discontinuance of the housing use, you may have the right to receive relocation assistance from your landlord. (D.C. Official Code § 42-3507.01)

14. **EVICITION:** The landlord may evict you only for one of ten specific reasons set forth in Title V of the Rental Housing Act of 1985. For example, you may *not* be evicted just because your lease term expires, or because the rental property has been **sold** or **foreclosed** upon. Even if there is a valid basis to evict you, the landlord may not use "self-help" methods to do so, such as cutting off your utilities or changing the locks. Rather, the landlord must go through the judicial process. You generally must be given a written Notice to Vacate (an exception is non-payment of rent where you waive the right to notice in the lease); an opportunity to cure the lease violation, if that is the basis for the action; and an opportunity to challenge the landlord's claims in court. Finally, any eviction must be pursuant to a court order, and must be scheduled and supervised by the U.S. Marshal Service. (D.C. Official Code § 42-3505.01)

RESOURCES

D.C. Dept. of Housing and Community Development 1800 Martin Luther King Avenue, SE Washington, DC 20020 Phone: (202) 442-9505 Fax: (202) 645-6727 Website: www.dhcd.dc.gov	D.C. Office of the Tenant Advocate 2000 14 th Street, NW, Suite 300 North Washington, DC 20009 Phone: (202) 719-6560 Fax: (202) 719-6586 Website: www.ota.dc.gov
D.C. Dept. of Consumer and Regulatory Affairs 1100 4th Street, SW Washington, DC 20024 Phone: (202) 442-4400 Fax: (202) 442-9445 Website: www.dkra.dc.gov	District Dept. of the Environment 1200 First Street, NE Washington, DC 20002 Phone: (202) 535-2600 Fax: (202) 535-2881 Website: www.ddoe.dc.gov

I/We, _____, confirm that I/We have received a Tenant Bill of Rights and Responsibilities Form on (insert date): _____.