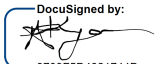

FRED A. SMITH COMPANY

730 24th Street, N.W. #19
Washington, D.C. 20037
Telephone: (202) 337-5080

Receive of: Andrew K. James on 5/9/2022 the sum of Nine Hundred Forty Six and 00/100 Dollars (\$946.00**) As a non-refundable payment of rent for premises 4016 Livingston Road, SE Washington, DC 20032 Apartment #3 at a rate of Nine Hundred Forty Six and 00/100 Dollars (\$946.00**) per month, pursuant to a lease agreement to be signed before possession will be given. Tenancy to commence on May 11, 2022 and the balance of the rent in the amount of \$ N/A and Security Deposit in the amount \$946.00 to be paid before May 11, 2022.

It is understood and agreed that the above referenced apartment is being taken off the rental market and reserved specifically for you. Should for any reason you change your mind and do not take the apartment, this payment will be forfeited in consideration for being taken off the rental market.

Agreed: 
Tenant: Andrew K. James

Accepted: 
Fred A. Smith Company

Agreed: _____
Tenant: _____

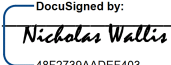
FRED A. SMITH COMPANY

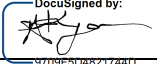
730 24th Street, N.W. #19
Washington, D.C. 20037
Telephone: (202) 337-5080

Receive of: Andrew K. James

The sum of Nine Hundred Forty Six and 00/100 Dollars (\$946.00)


SECURITY DEPOSIT FOR 4016 Livingston Road, SE Washington, DC 20032 Apt #3

FRED A. SMITH COMPANY BY: 


Tenant: Andrew K. James

Tenant: _____

Move in fee **\$50.00:** 


48F2739AADEF403...

LANDLORD AND TENANT LEASE-APARTMENT

This Agreement made and executed this 6th day of May, 2022, by and between **CCP, LLC**, Agent for the Owner, hereinafter called the Landlord, and **Andrew K. James** hereinafter the Tenant(s).

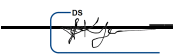
Witnesseth, That Landlord does hereby let unto Tenant the premises known as Apartment #3 in 4016 Livingston Road, SE 20032 in the District of Columbia, for the term of Twelve (12) Months Twenty (20) Days commencing on May 11, 2022, and fully ending at midnight on May 31, 2023, at and for the total rental of Eleven Thousand Nine Hundred Eighty Three and 00/100 Dollars (\$11,983.00) payable in monthly installments of Nine Hundred Forty Six and 00/100 Dollars (\$946.00), in advance, the first installment payable on the execution of this agreement and the remaining installments payable in advance on the **FIRST** day of each ensuing month by **MAIL** to the office of **Fred A. Smith Company, 730 24th Street, NW #19, Washington, DC 20037** or **ONLINE** via our website www.fasdcrentals.com.

It is further understood and agreed that the Lessee is taking possession of premises on May 11, 2022, and shall pay the sum of \$946.00 as rent from that date to June 10, 2022.

On June 11, 2022, Lessee shall pay the sum of \$631.00 as pro-rata rent to June 30, 2022. Thereafter rent in the amount of \$946.00 shall be due and payable on the **FIRST DAY** of each month commencing July 2022.

1. That Tenant will, and does hereby, take and hold said premises as a Tenant for said term, but subject to delivery of possession by any present occupant, or in the case of a new building, subject to the completion of same, but in either of said events the Tenant shall have the rent abated until possession can be given. It is specifically understood that the Landlord shall not be liable to the Tenant for damages for any such postponement of aforesaid. If Landlord is unable to deliver possession of the apartment within 15 days of the beginning date of this lease, either Tenant or Landlord, at its sole discretion may cancel this lease by giving written notice to the other. Upon cancellation, Landlord will return all prepaid rent and security deposit and the parties will be released of all further obligations arising out of this lease.
2. That Tenant will pay said rent, at the time specified, without deduction or demand.
3. That Tenant will pay all electric, gas, water and telephone bills as they become due.
4. That Tenant will make all the necessary deposits in connection therewith and promptly pay when due all bills for the aforesaid utilities. Tenant shall use reasonable care for all conservation of utilities not chargeable to Tenant. If any or all of aforesaid utilities are not separately metered, Landlord or Agent will equitably apportion the utility in a manner of Landlord or Agent's choosing. This apportioned amount is due and payable to coincide with rent due and is subject to the same late penalties as rent due. Tenant will not bring into use any articles in the premises that will exceed the floor load capacity thereof or overload the gas, electric or water/sewer capacities thereof or install any major appliances which create excess usage of any utilities that are chargeable to Tenant or to Landlord. Tenant shall be responsible for any damage to the premises that may result from the failure by Tenant to set the thermostat (if any) at such temperature as will insure that no plumbing or heating equipment freezes. Neither Landlord, Agent nor the property manager shall be liable in any manner for failure, interruption, or stoppage of gas, electricity and/or water at any time.

5. At its sole discretion, Landlord may modify, discontinue or change the character of the telephone or internet service, if furnished, without in any manner affecting the obligations or covenants of the Tenant herein contained, and without rendering Landlord liable for damage for any reason whatsoever.
6. That Tenant will use said premises for a dwelling and for no other purpose whatsoever. Home businesses, of any and all types are specifically prohibited. That said apartment shall be occupied by Andrew K. James that no other person shall occupy apartment or persons shall be permitted to occupy the same without written consent of the Landlord, at its sole discretion. This clause will not apply to after born children of the Tenant provided that the number of persons occupying the apartment does not exceed One (1) person(s).
7. That Tenant will not use or permit said premises or any part thereof to be used for any disorderly or unlawful purpose, nor will the Tenant do anything on the premises or about or in the building that works or causes injury, damage, hurt, inconvenience, annoyance or discomfort to any other occupant of the building or to any employee or agent of Landlord.
8. That Tenant will not transfer or assign this agreement, or let or sub-let nor part with the possession of the whole or any part of said premises without the prior written consent of Landlord, which, may be granted or denied, at its sole discretion, without the necessity of providing a reason for such action. If permission is granted, an administrative fee shall be assessed for each assignee in addition to the application processing fee.
9. That Tenant will keep said premises in good order and condition, and surrender same at the expiration of the term herein, in same order in which they are received, usual wear and tear and damage resulting from acts not caused by Tenant's negligence excepted. Tenant, will be billed and required to pay for all repairs and replacements to the demised premises, including but not limited to the equipment, fixtures, heating plant, pipes, radiators and plumbing fixtures, if due to Tenant neglect or negligence. Tenant must defrost every two weeks if the refrigerator is not frost free; if not done and repairs are required due to buildup of ice, the Tenant will be billed and will be required to pay for repair.
10. Except in the case of emergencies and where service is requested by Tenant, Landlord will attempt to contact Tenant, either verbally or in writing, at least 24 hours before entering Tenant's unit. Upon providing said notice, Landlord, its agents, employees, contractors, or sub-contractors, may enter the Tenant's unit for the purposes of, including but not limited to, installing or removing screens and awnings, making any repairs Landlord considers necessary or desirable, or "to show" premises to prospective Tenants or purchasers. Notwithstanding the foregoing, employees working for any government agency with the authority to enter Tenant's unit may do so without Landlord's providing any notice to Tenant.
11. No additional locks shall be placed upon any doors of the premises. Upon the termination of this Lease, the Tenant shall surrender to the Landlord all keys to the premises. Locks on the door when Tenant takes possession shall not be changed.
12. That Tenant will give Landlord prompt notice of any defect or breakage in the structure, equipment or fixtures of said premises. Unless there is an emergency, all notices must be in writing and must specify the repairs that are required. In the case of emergency, Tenant may give Landlord oral notice of the problem or defect. Emergency is defined as a condition or defect that immediately impairs the health and safety of the Tenant, his/her family, other Tenants or a threat to the property. Tenant expressly understands that Landlord is not liable for making repairs to any defect or problems in the apartment that would otherwise be Landlord's responsibility, unless 1, Tenant notifies Landlord of the defect or problem in the manner described in this paragraph, and 2, permits Landlord access to make repairs during normal working hours.
13. All personal property placed in the leased premises, storage room, or in any other portion of said building or any place appurtenant thereto, shall be placed there at the sole risk of the Tenant or the parties owning the same, and the Landlord shall in no event be liable for the loss, destruction, theft or damage to such property. Landlord shall be held harmless in any and all cases whatsoever for damages arising out of any acts of negligence of any other person or from whatever cause. The Tenant hereby acknowledges that the Landlord has advised Tenant to **secure Renter's Insurance** to adequately and safely protect Tenant's property.

14. It is the responsibility of the Tenant to obtain and maintain an insurance policy that provides public liability coverage and also provides to the protection of Tenant's personal property.  (initial)

15. That the Landlord shall not be liable for any injury or damage whatsoever to the person or property of the Tenant, the members of his/her family, agents, guests, employees, or other persons in and upon said premises, or in and about said building at any time, however caused and for whatever reason.

16. Landlord and Tenant agree that the rental application submitted by Tenant, which is made a part of this lease, has been an inducement for and relied on by the Landlord to rent the apartment to the Tenant. The Tenant represents and warrants that he/she has reviewed all statements and contents of the rental application and that they are true and correct. In the event that any statements of fact made in an application are determined to be false, misleading or incorrect, this lease shall immediately be deemed void and Tenant shall be deemed an occupant with no estate or tenancy and shall not be entitled to assert the eviction control section of any applicable rent control statute. In the event that Landlord sues Tenant for possession of the unit under this paragraph, **NO NOTICE TO QUIT SHALL BE REQUIRED OR NOTICE TO QUIT BEING HEREBY EXPRESSLY WAIVED IN WRITING.** In the event that Landlord sues Tenant for possession under this paragraph, Landlord will also have the right to recover from the Tenant any loss or damages which Landlord may suffer because of such repossession of the apartment, including fair use and occupancy for the full term of the lease, or until the apartment is re-rented.

17. That if default be made by the Tenant in payment of the rent at the time limited for payment there of or any default of any agreement, covenant or condition herein contained all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said Landlord on account of any litigation at law or in equity which may arise by reason of such default, including any action to recover possession of the property, rent or damages resulting from such default, shall be paid by the Tenant. Irrespective of the foregoing and in addition thereto, the minimum charge to be paid by Tenant to the Landlord in the event of default by Tenant shall be **\$45.00**.

18. That if Tenant shall fail to pay said rent in advance as aforesaid, although there shall have been no legal or formal demand made, or shall break or violate any of the formal demand made, or shall break or violate any of the within conditions, covenants, agreements, rules and regulations, then and in any of said events, this agreement and all things herein contained shall at the option of Landlord cease and determine **AND SUCH FAILURE OR VIOLATION SHALL OPERATE AS A NOTICE TO QUIT, ANY OTHER NOTICE TO QUIT BEING HEREBY EXPRESSLY WAIVED**, and Landlord may proceed to recover possession of said premises under and by virtue of the provisions of the Code of Law for the District of Columbia, or by such process as may be in operation and force in like cases relating to proceedings between Landlords and Tenants; and when such possession is obtained Landlord may re-rent the demised premises at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him/her of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after such default occurs.

19. If Proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby Tenant shall be permitted to retain possession of said premises, then such proceedings shall not constitute a waiver of any covenant, condition or agreement contained herein or of any subsequent breach thereof or of this agreement.

20. That Landlord shall be under no liability to Tenant due to any discontinuance of heat, hot water, elevator service, air conditioning, if such services are furnished, or for the discontinuance of any other service, caused by accidents, breakage or strikes, or for any accident or damage caused by the handling of electric wires or lights, and that Landlord shall not be liable for loss of damage to property of Tenant caused by Termites, or other vermin, or by rain, snow, water or steam that may leak onto, or flow from any part of said premises through any defects in the roof or plumbing or from any other source.

21. That in the event Tenant is adjudicated a bankrupt or makes an assignment for the benefit of his creditors, this agreement shall, at the option of the Landlord, cease and determine and said premises shall be surrendered to Landlord, who hereby reserves the right, in either of said events, to forthwith re-enter and repossess said premises.

22. This Agreement is subject and subordinate to any existing deed of trust or mortgage on the buildings, other improvements and land upon which said buildings and improvements are situated, of which the demised premises is a part, and to any deed of trust or mortgage which may hereafter be placed on same during the term of this agreement or any extension thereof.

23. That if said premises becomes uninhabitable by reason of fire or any other casualty not caused by the negligence of Tenant, his/her servants, guests, invitees, family members or agents, the rental herein reserved shall be suspended until said premises shall have been restored to a habitable condition. In the alternative, in Landlord's sole discretion, without the necessity of providing a reason for such action, this lease shall be terminated and Tenant shall not be entitled to re-enter and re-occupy said unit. If said casualty is caused, in any way by the negligence of Tenant, his/her servants, guests, invitees, family members, or agents, then this lease shall immediately terminate and Tenant shall not be entitled to re-enter and re-occupy said unit. In the event of said negligence, Tenant shall be responsible for the payment of any and all losses resulting from said negligence. Nothing herein to be construed, however, as requiring Landlord to rebuild or restore said premises.

24. That should Tenant vacate premises upon expiration of lease May 31, 2023, he/she shall give thirty (30) days written notice; said notice to expire May 31, 2023. And In The Event Tenant shall continue in possession with the permission of the Landlord after the expiration of the term hereby created, said Tenant shall, by virtue of this agreement, become a Tenant by the month, which said monthly tenancy shall be subject to all conditions and covenants of this lease as though the same had been a monthly tenancy, instead of a lease, and in such event the Tenant hereby expressly waives his/her right to any notice to quit in case of default in the payment of rent or breach of any other of the conditions and covenants herein contained.

That should Tenant continue in possession and no default occurs on the part of the Tenant, that he/she shall be entitled to thirty (30) days written notice to vacate said premises; and Landlord shall be entitled to the same written notice from Tenant should Tenant desire to vacate said premises; said notice to be received **by the First of the Month** and to expire on the last day of the month. Should the notice be improper, the Tenant will be financially responsible for any and all rent and late fees which may be due in accordance with the terms of the lease.

25. If any installment of rent is not received within five (5) days from the due date, Tenant covenants and agrees to pay a late charge of 5% of the current monthly rent. It is further understood that the late period is NOT a grace period, and the rent is due and payable on the **FIRST** day of each month. Tenant further agrees to pay a handling charge of **\$36.00** or the maximum fee charged to the Landlord or agent by the bank whichever is greater for each check returned by the bank for any reason. Landlord or Agent may require any and all payments to be made in money order or certified funds at its sole discretion. All charges described in this paragraph shall be considered rent for purposes of conferring jurisdiction upon the Landlord-Tenant Branch of the Superior Court, and said charges must be paid as part of any redemption amount if Tenant wishes to forestall eviction.

26. All provisions relating to the protection of the Landlord shall apply equally to the Landlord's Agent and the liability of the Agent shall be and is hereby limited solely to that of Agent for the owner of the demised premises.

27. **Security Deposit.** That upon the execution of this lease, a security deposit in the amount **\$946.00** shall be paid by the Tenant to Landlord. The security deposit shall be refunded (with simple interest passbook rate) after premises have been vacated and all keys returned to Landlord, subject to charges for damages, debts and other proper claims against Tenant. However, no interest will be paid if Tenant vacates prior to 12 months of occupancy. Said security deposit may be transferred or assigned by Landlord in the event of sale of the premises, or in the event of the hiring or termination of professional management services, or any other event, at Landlord or Agent's option. **NO PORTION OF SAID DEPOSIT SHALL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE.** However, Landlord may apply said deposit to any unpaid rent or other charges, after Tenant vacates, subject to charges for damages, additional late fees and court costs.

28. That the covenants, conditions and agreements contained herein are binding on, and may legally enforced by the parties hereto, their heirs, executors, administrators, successors and assigns, respectively, and that no waiver of any breach of any covenant, condition or agreement contained herein shall be construed to be a waiver of that covenant, condition or agreement or of any subsequent breach thereof or of this agreement. Feminine or neutral

pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number in any place herein in which the context may require such substitution.

29. **This Agreement**, when executed, any addendum and attachments, and any rules and regulations incorporated by reference, contain the entire agreement between Landlord and Tenant. Neither party shall be bound by any oral statements or representations, by way of inducement or otherwise not herein contained. In the event any provision of this Agreement shall be declared void by a court of competent jurisdiction as a result of any existing or future law or regulation passed by the Federal, state or municipal authorities, then and in that event, the parties hereby agree that the remaining provisions of this Agreement shall continue to remain in full force and effect.

30. Tenant states that he/she has inspected premises prior to rental of same and approves apartment in its entirety.

31. **DISCLOSURE OF BROKERAGE RELATIONSHIP:**

THE UNDERSIGNED DO HEREBY ACKNOWLEDGE DISCLOSURE THAT:
THE LICENSEE CCP LLC T/A FRED A. SMITH COMPANY REPRESENTS
THE FOLLOWING PARTY IN A REAL ESTATE TRANSACTION:

X LANDLORD(S) OR TENANT(S)

32. **PARKING:**

It is further understood and agreed that parking is not a service provided in the rent. If parking is available a separate lease agreement will be drawn.

33. **DIPLOMATIC:**

If Tenant is a member of the diplomatic services on extended active duty and is transferred under PCS orders during the lease term, he may terminate this lease by giving owner sixty (60) days written notice to that effect, together with a certified copy of his orders. Such notice shall cancel this lease on the last day of the following month. A transfer into the metro Washington area is defined as at least fifty miles from the premises.

34. **MILITARY:**

Tenant hereby represents and warrants he is not active military nor will the premises be occupied by the family of an active military member. If the Tenant becomes active military, he/she shall notify the Landlord immediately of his active status and shall provide Landlord a copy of his military orders and the location of his assignment. Tenant shall be required to notify Landlord of each change of assignment and its location.

35. **EARLY TERMINATION:**

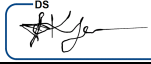
The Tenant(s) may be allowed to cancel this Agreement under the following conditions: The Tenant(s) will be financially responsible for the duration of the lease term unless a replacement leaseholder is located by the Tenant(s) and approved by the ownership. Notice to vacate must still be provided and Tenant(s) will remain financially responsible until the effective date of the new tenancy. If permission is granted, an administrative fee of \$150 shall be assessed for the lease assignment in addition to the application processing fee.

RENT INCREASE:

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE HOUSING PROVIDER IS ENTITLED TO AN INCREASE PURSUANT TO SECTION N/A UNDER DC LAW 6-10. THIS INCREASE WILL NOT BE IMPLEMENTED UNTIL N/A . EFFECTIVE N/A YOUR RENT WILL BE INCREASED FROM N/A TO N/A PER MONTH.

This is a legally binding contract. If not understood, seek competent advice before you sign.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person thereunto duly authorized and their respective seals to be hereunto affixed, the day and year first hereinabove written.



I (we) authorize Landlord to communicate and send notices electronically.
My (our) current email address(es) is (are) andyk193.aj@gmail.com.
Should the email address change, I (we) agree to notify the Landlord immediately so they may update their records.

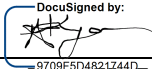
Witnesses:

BY: _____ (SEAL)

(SEAL)

DocuSigned by:
Nicholas Wallis
48FF138AADEF403...
Landlord

CCP LLC
REALTOR FIRM



Tenant: **Andrew K. James**

Tenant: _____

FAS LEASE AGREEMENT

ATTACHMENTS

**LEASE ADDENDUM FOR DRUG-FREE HOUSING
CIVIL ENFORCEMENT POLICY
CHAPTER 3 LANDLORD AND TENANT**

LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sale, distribute, or use, of a controlled substance (as defined in Section 023 of the Controlled substances Act [21 USC 802] and or as D.C. Code 2559.1

2. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.

3. Tenant or members of the Tenant's household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Excessive pedestrian traffic or prostitution shall be construed as such activity.

4. Tenant or members of the Tenant's household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.

5. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near project premises.

6. The Landlord, owner, and/or management company prohibits the possession, consumption, use and/or growing of marijuana on the property you lease from us.

7. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

101 CIVIL ENFORCEMENT POLICY

101.1 The maintenance of leased or rental habitations in violation of the provisions of this subtitle, where those violations constitute a danger to the health, welfare, or safety of the occupants, is declared to be a public nuisance.

101.2 The abatement of the public nuisances referred to in subsection 101.1 by criminal prosecution or by compulsory repair, condemnation, and demolition alone has been and continues to be inadequate.

101.3 The public nuisances referred to in subsection 101.1 additionally cause specific, immediate, irreparable and continuing harm to the occupants of these habitations.

101.4 The public nuisances referred to in subsection 101.1 damage the quality of life and the mental development and well-being of the occupants, as well as their physical health and personal property, and this harm cannot be fully compensated for by an action for damages, rescission or equitable set-off for the reduction in rental value of the premises.

101.5 It is the purpose of this section to declare expressly a public policy in favor of speedy abatement of the public nuisances referred to in subsection 101.1, if necessary, by preliminary and permanent injunction issued by Courts of competent jurisdiction.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2901, Commissioners' Order 55-1503 (August 11, 1955).

106 NOTIFICATION OF TENANTS CONCERNING VIOLATIONS

106.1 After an inspection of a habitation, the Director shall provide the Tenant of the habitation a copy of any notification with respect to that habitation issued to the owner pursuant to this subtitle.

106.2 The notification to the Tenant shall state plainly and conspicuously that it is only for the Tenant's information; provided, that if the notice places duties on the Tenant, it shall state those duties.

106.3 In any instance where a violation of this subtitle directly involves more than one habitation, the Director shall post a copy of any notification issued to the owner pursuant to this chapter for a reasonable time in one or more locations within the building or buildings in which the deficiency exists. The locations for posting the notification shall be reasonably selected to give notice to all Tenants affected.

106.4 No person shall alter, modify, destroy, or otherwise tamper with or mutilate a notification posted under this section.

106.5 Any Tenant directly affected by the violation(s) shall, upon request to the Director, be sent a copy of the posted notification.

106.6 This section shall not be subject to any notice requirement of this subtitle.

Chapter 3 Landlord and Tenant

Section

- 300 Notice to Tenants of Housing Code Provisions
- 301 Implied Warranty and Other Remedies
- 302 Voiding Lease for Violation of Regulations
- 303 Signed Copies of Agreements and Applications
- 304 Prohibited Waiver Clauses in Lease Agreements
- 305 Inspection of Premises after Breach of Warranty or Voided Lease
- 306 Written Receipts for Payments by Tenants
- 307 Prohibition of Retaliatory Acts Against Tenants
- 308 Security Deposits
- 309 Repayment of Security Deposits to Tenants
- 310 Return of Security Deposit: Inspection of Premises
- 311 Interest on Security Deposit Escrow Accounts
- 312-314 [Reserved]
- 315 Notification Required
- 399 Definitions

300 NOTICE TO TENANTS OF HOUSING CODE PROVISIONS

300.1 The owner of each habitation shall provide to each existing Tenant, and shall at the commencement of any tenancy provide to the Tenant, a copy of the provisions of this chapter and a copy of the following sections of chapter 1 of this subtitle:

- (a) Chapter 1, § 101 (Civil Enforcement Policy); and
- (b) Chapter 1, § 106 (Notification of Tenants Concerning Violations).

AUTHORITY: Unless otherwise noted, the authority for this chapter is contained at paragraphs 28 and 46 of section 7 of An Act Making appropriations to provide for the expenses of the government of the District of Columbia for the fiscal year ending June thirtieth, nineteen hundred and three, and for other purposes (“Act of 1902”), Public, No. 218, 32 Stat. 590, approved July 1, 1902, as amended by: An Act approved July 1, 1932 to amend section 7 [of the Act of 1902], Public, No. 237, 47 Stat. 550; and An Act approved July 22, 1947, Public Law 215, 61 Stat. 402.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2904, Commissioners’ Order 55-1503 (August 11, 1955).

301 IMPLIED WARRANTY AND OTHER REMEDIES

301.1 There shall be deemed to be included in the terms of any lease or rental agreement covering a habitation an implied warranty that the owner will maintain the premises in compliance with this subtitle.

301.2 The rights, remedies, and duties set forth in this chapter shall not be deemed to be exclusive of one another unless expressly so declared or to preclude a court of law from determining that practices, acts, lease provisions and other matters not specifically dealt with in this chapter are contrary to public policy or unconscionable or otherwise unlawful.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2902, 2913, Commissioners’ Order 55-1503 (August 11, 1955).

302 VOIDING LEASE FOR VIOLATION OF REGULATIONS

302.1 The leasing of any habitation which, at the beginning of the tenancy, is unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not those violations are the subject of a notice issued under this subtitle) of which the owner has knowledge or reasonably should have knowledge, shall render void the lease or rental agreement for the habitation.

302.2 After the beginning of the tenancy, if the habitation becomes unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not the violations are the subject of a notice issued under this subtitle), the lease or rental agreement for the habitation shall be rendered void if both of the following apply:

- (a) The violations did not result from the intentional acts or negligence of the Tenant or his or her invitees; and
- (b) The violations are not corrected within the time allowed for correction under a notice issued under this subtitle (or, if a notice has not been issued, within a reasonable time after the owner has knowledge or reasonably should have knowledge of the violations).

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2902, Commissioners’ Order 55-1503 (August 11, 1955).

303 SIGNED COPIES OF AGREEMENTS AND APPLICATIONS

303.1 In each lease or rental of a habitation entered into after June 12, 1970, the owner shall provide to the Tenant upon execution (or within seven (7) days after execution) an exact, legible, completed copy of any agreement or application which the Tenant has signed.

303.2 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2905, Commissioners' Order 55-1503 (August 11, 1955).

304 PROHIBITED WAIVER CLAUSES IN LEASE AGREEMENTS

304.1 Any provision of any lease or agreement contrary to, or providing for a waiver of, the terms of this chapter, or § 101 or § 106 of chapter 1, shall be void and unenforceable.

304.2 No person shall cause any of the provisions prohibited by this section to be included in a lease or agreement respecting the use of the property in the District of Columbia, or demand that any person sign a lease or agreement containing any such provision.

304.3 No owner shall cause to be placed in a lease or rental agreement any provision exempting the owner or premises from liability or limiting the liability of the owner or the residential premises from damages for injuries to persons or property caused by or resulting from the negligence of the owner (or the owner's agents, servants, or employees) in the operation, care, or maintenance of the leased premises, or any facility upon or portion of the property of which the leased premises are a part.

304.4 No owner shall place (or cause to be placed) in a lease or rental agreement a provision waiving the right of a Tenant of residential premises to a jury trial, or requiring that the Tenant pay the owner's court costs or legal fees, or authorizing a person other than the Tenant to confess judgment against a Tenant. This subsection shall not preclude a court from assessing court or legal fees against a Tenant in appropriate circumstances.

304.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2906, 2907, and 2912, Commissioners' Order 55-1503 (August 11, 1955).

305 INSPECTION OF PREMISES AFTER BREACH OF WARRANTY OR VOIDED LEASE

305.1 Following a judicial determination that the owner has breached the implied warranty of habitability applying to the premises (under § 301 of this chapter), or following a judicial determination that a lease or rental agreement is void, the owner shall obtain a certificate from the Director that the habitation is in compliance with this subtitle prior to the next reletting of the habitation.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2911, Commissioners' Order 55-1503 (August 11, 1955).

306 WRITTEN RECEIPTS FOR PAYMENTS BY TENANT

306.1 In each lease or rental of a habitation, the owner shall provide written receipts for all monies paid to him or her by the Tenant as rent, security, or otherwise, unless the payment is made by personal check.

306.2 Each receipt issued under this section shall state the following:

- (a) The exact amount received;
- (b) The date the monies are received; and
- (c) The purpose of the payment.

306.3 Each receipt shall also state any amounts still due which are attributable to late charges, court costs, or any other such charge in excess of rent.

306.4 If payment is made by personal check, and there is a balance still due which is attributable to late charges, court costs, or any other such charge in excess of rent, the owner shall provide a receipt stating the nature of the charges and the amount due.

306.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2909, Commissioners' Order 55-1503 (August 11, 1955).

307 PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS

307.1 No action or proceeding to recover possession of a habitation may be brought against a Tenant, nor shall an owner otherwise cause a Tenant to quit a habitation involuntarily, in retaliation for any of the Tenant's actions listed in § 307.3.

307.2 No demand for an increase in rent from the Tenant, nor decrease in the services to which the Tenant has been entitled, nor increase in the obligations of a Tenant shall be made in retaliation against a Tenant for any of the Tenant's actions listed in § 307.3.

307.3 This section prohibits the taking of any of the actions set forth in this section in retaliation against the Tenant for any of the following actions by a Tenant:

- (a) A good faith complaint or report concerning housing deficiencies made to the owner or a governmental authority, directly by the Tenant or through a Tenant organization;
- (b) The good faith organization of a Tenant organization or membership in a Tenant organization;
- (c) The good faith assertion of rights under this subtitle, including rights under §§ 301 and 302 of this chapter, or § 101 of chapter 1.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2910, Commissioners' Order 55-1503 (August 11, 1955).

308 SECURITY DEPOSITS

308.1 For purposes of this chapter, the term "security deposit" shall mean all monies paid to the owner by the Tenant as a deposit or other payment made as security for performance of the Tenant's obligations in a lease or rental of the property.

308.2 On or after February 20, 1976, any security deposit or other payment required by an owner as security for performance of the Tenant's obligations in a lease or rental of a dwelling unit shall not exceed an amount equivalent to the first full month's rent charged that Tenant for the dwelling unit, and shall be charged only once by the owner to the Tenant.

308.3 All monies paid to an owner by Tenants for security deposits or other payment made as security for performance of the Tenant's obligations shall be deposited by the owner 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.

308.4 All monies held by an owner on February 20, 1976 for security deposits or other payments covered by this section shall be paid into an escrow account within thirty (30) days.

308.5 The owner of more than one residential building may establish one (1) escrow account for holding security deposits or other payments by the Tenants of those buildings.

308.6 For each security deposit or other payment covered by this section, the owner shall clearly state in the lease or agreement or on the receipt for the deposit or other payment the terms and conditions under which the payment was made.

308.7 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-month (6) 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 month period during the tenancy.

308.8 The provisions of this section shall not be applicable to Federal or District of Columbia agencies' dwelling units leased in the District of Columbia or to units for which rents are Federally subsidized.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, §§ 2908.1(b) and 2908.5, 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992).

309 REPAYMENT OF SECURITY DEPOSITS TO TENANTS

309.1 Within forty-five (45) days after the termination of the tenancy, the owner shall do one of the following:

(a) Tender payment to the Tenant, without demand, any security deposit and any similar payment paid by the Tenant as a condition of tenancy in addition to the stipulated rent, and any interest due the Tenant on that deposit or payment as provided in § 311; or

(b) 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 owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement.

309.2 The owner, within thirty (30) days after notification to the Tenant pursuant to the requirement of § 309.1(b), shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses, 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.

309.3 Failure by the owner to comply with § 309.1 and § 309.2 of this section shall constitute *prima facie* evidence that the Tenant is entitled to full return, including interest as provided in § 311, of any deposit or other payment made by the Tenant as security for performance of his or her obligations or as a condition of tenancy, in addition to the stipulated rent.

309.4 Failure by the owner to serve the Tenant personally or by certified mail, after good faith effort to do so, shall not constitute a failure by the owner to comply with § 309.1 and § 309.2.

309.5 Any housing provider violating the provisions of this chapter by failing to return a security deposit rightfully owed to a Tenant in accordance with the requirements of this chapter shall be liable for the amount of the deposit withheld, or in the event of bad faith, for treble that amount.

309.6 For the purposes of § 309.5, the term "bad faith" means any frivolous or unfounded refusal to return a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgment, or an honest belief in the course of action taken.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Unitary Rent Ceiling Adjustment Amendment Act of 1992, D.C. Law 9-191, §§ 2908.6 and 2908.7, 40 DCR 2184 (April 2, 1993).

310 RETURN OF SECURITY DEPOSIT: INSPECTION OF PREMISES

310.1 In order to determine the amount of the security deposit or other payment to be returned to the Tenant, the owner may inspect the dwelling unit within three (3) days, excluding Saturdays, Sundays, and holidays, before or after the termination of the tenancy.

310.2 The owner shall conduct the inspection, if the inspection is to be conducted, at the time and place of which notice is given to the Tenant.

310.3 The owner shall notify the Tenant in writing of the time and date of the inspection.

310.4 The notice of inspection shall be delivered to the Tenant, or at the dwelling unit in question, at least ten (10) days before the date of the intended inspection.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975).

311 INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS

311.1 The interest in the escrow account described in § 309 on all money paid by the Tenant prior to or during the tenancy as a security deposit, decorating fee, or similar deposit or fee, shall commence on the date the money is actually paid by the Tenant, or within thirty (30) days after February 20, 1976, whichever is later, and shall accrue at the passbook rate then prevailing on January 1st and on July 1st for each six (6) month period (or part thereof) of the tenancy which follows those dates. On those dates, the passbook rate in the District of Columbia financial institution in which the escrow account is held shall be used.

311.2 Interest on an escrow account shall be due and payable by the owner to the Tenant upon termination of any tenancy of a duration of twelve (12) months or more, unless an amount is deducted under procedures set forth in § 309.

311.3 Except in cases where no interest is paid to the Tenant as provided in § 311.2, no interest or other consideration shall inure to the benefit of the owner by reason of the owner's control over the escrow account nor shall the account be assigned or used as security for loans.

311.4 It is the intent of this section that the account referred to in this section and § 309 shall be used solely for the purpose of securing the lessees' performance under the lease.

311.5 This section and § 309 and § 310 shall not be subject to the notice requirements of any other section of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, § 2908.4(a), 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992).

312 - 314 [RESERVED]

315 NOTIFICATION REQUIRED

315.1 Prior to the acceptance of a nonrefundable application fee or security deposit, the owner of the habitation shall provide written notice of any requests that are pending for an adjustment in the rent ceiling of the habitation, as the adjustments are specifically enumerated in section 207 of the Rental Housing Act of 1985, D.C. Law 6-10, D.C. Official Code § 42-3502.07 (2001).

315.2 The notification shall include the current rent ceiling, the new rent ceiling requested in the petition, the petition filing date and petition number, and the nature of any repairs or rehabilitation planned in the dwelling unit as part of the petition.

315.3 A violation of this section shall be a Class 2 civil infraction pursuant to Titles I-III of the Department of Consumer and Regulatory Affairs Infractions Act of 1985. Adjudication of any infraction of this article shall be pursuant to titles I-III of the Department of Consumer and Regulatory Affairs Civil Infractions Act of 1985.

SOURCE: Section 2 of the Rent Ceiling Adjustment Notification Amendment Act of 1992, D.C. Law 9-79, §§ 2915.1 through 2915.3, 39 DCR 673 (February 7, 1992).

399 DEFINITIONS

399.1 The provisions of section 199 of chapter 1 of this title and the definitions set forth in that section shall be applicable to this chapter.

HOUSE RULES

The Management will strive at all times to render prompt and efficient service and maintain the highest standards for the benefit of all residents. Management reserves the right at anytime to change the HOUSE RULES listed below with a 30 day notice. In order to realize that objective, it is necessary that residents cooperate by complying with the following rules & regulations:

ALTERATIONS

Tenant will not make any alterations, additions or attachments to the structure, equipment or fixtures of said premises. That the Tenant will not erect, install or affix, or cause to be erected, installed or affixed, any antennas, any air conditioning, heating or freezing equipment, or apply paint or other coloring to any portion of said premises without the prior written consent of the Landlord, which, may be granted or denied, at its sole discretion, without the necessity of providing a reason for such action.

WINDOWSILL AND LEDGES

That Tenant will not place anything in the windows, upon ledges, balconies, balcony rails, fire escapes, stairways, porches or patios of said premises without first having received the prior written consent of the Landlord, which, may be granted or denied, at its sole discretion, without the necessity of providing a reason for such action.

PACKAGE DELIVERY

That employees of Landlord are prohibited as such from receiving any packages or other articles delivered to the building for Tenant or persons residing with Tenant, and that should any such employees receive any such package or article, he/she, in so doing, shall be the agent of Tenant and not of Landlord. Landlord is expressly released from any loss, damages, bodily injury or expenses incurred by Tenant, and Landlord shall not be liable to Tenant in any way, upon any legal theory or however caused, for any loss, damages, bodily injury or expenses.

If Landlord furnishes storage space for which no charge is made, it is expressly understood that such space is not a facility or service which is included in the rent and Landlord may discontinue or change such storage space, or make a reasonable charge for the use of such storage space at any time, without such change or discontinuance being considered in any way, a reduction in services. Tenant agrees to remove all stored property from such gratuitously furnished storage space upon demand by Landlord. If Tenant fails to remove stored property after demand by Landlord, the Landlord may remove Tenant's property from the storage area and dispose of it without any liability on the part of the Landlord. Tenant understands that if Landlord provides assigned or reserved storage space for which a charge is made, such assigned or reserved storage space will not be furnished to Tenant unless there is a separate agreement in writing made between Landlord and Tenant. Tenant must abide by the storage room hours designated by Landlord. The storage space is for storage of trunks and suitcases only. All trunks and suitcases must be kept closed and locked, and must have appropriate identification personal and handles. As further provided in paragraph 20 below, all personal property placed by Tenant in any storage area provided by Landlord is at the sole risk of Tenant or persons that owns the property.

In the event that the Landlord shall establish or cause to be established a "Receiving Room" for the receiving and delivery of packages, parcels and the like for and on behalf of the Tenant, then the Tenant at his/her sole risk may utilize the same together with any service that may be supplied by the operator thereof. No charge is made by the Landlord for such accommodations, and the Landlord assumes no liability for any package, parcel, etc., left therein or in connection with the delivery of any of the same. In the event that this "receiving room" is discontinued, in no event shall the Landlord be liable in any way, in any forum, for such discontinuance.

DISCLOSURE OF LEAD-BASED PAINT INFORMATION:

TENANT ACKNOWLEDGES RECEIPT FROM LANDLORD A COPY OF THE "Protect Your Family From Lead In Your Home" PAMPHLET AND "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" FORM.

LEAD WARNING STATEMENT:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

SUBLET/ASSIGNMENT:

It is further understood and agreed that Tenant shall not assign this agreement or sublet the premises or any portion thereof, or permit possession or occupancy thereof by any other person or persons without the prior written consent of the Landlord, at Upon making any request for such approval, Tenant shall pay a non-refundable **\$ 150.00** service charge, per assignee or sub-Tenant, towards defraying expense incidentals to processing the application for assignment or sub-tenancy. In the case of sub-letting or assignment, Tenant shall remain liable for any breach of this agreement by the sub-Tenant or assignee. Sub-Tenant or assignee shall also be liable for any breaches of this agreement as though said sub-Tenant or assignee is the original Tenant.

REMOVAL FOR OBJECTIONABLE CONDUCT

If Tenant, or his/she or her family, guests, visitors, employees or invitees, act in an unlawful, offensive or improper manner which annoys other Tenants or interferes with the proper management of the property, Landlord will have the right to terminate this lease by giving Tenant thirty days written notice to quit and vacate the apartment. Tenant agrees that visits by police to the apartment for improper behavior are grounds for termination of the lease by Landlord. Landlord may also terminate the lease if Tenant fails to keep the apartment in a clean and sanitary condition, or if Tenant's family, guests or employees damage the apartment, the building or the grounds, gardens basements or hallways of the apartment project of if Tenant breaches any other provision contained in this lease.

REPAIR AND MAINTENANCE

The need for repairs should be reported to your Resident Manager or contact the rental office (202)337-5080 or visit www.fasdrentals.com, click on contacts/maintenance. Maintenance Department staff is available Monday through Friday between the hours of 8:30 AM and 4:30 PM. We are closed on Federal Holidays. The Tenant will be responsible for the bill if said Tenant refuses to permit entry to the maintenance men to affect repair.

SMOKE DETECTOR

Lessee acknowledges and agrees a smoke detector is in place and is operational. Lessee agrees to test the detector at least once a month. If the detector is battery powered, Lessee agrees to replace the battery as needed. If after replacing the battery, the smoke detector does not work, Lessee agrees to inform the Lessor immediately in writing. If the detector is not battery powered, Lessee agrees to inform the Lessor immediately in writing of any malfunction.

PROPERTY DAMAGE

Any damage to the property, such as cabinets, refrigerators and other plumbing and electrical fixtures, walls, floor, etc. (inside & outside Tenants' apartment and both inside & outside the building), caused by Tenant negligence, will be charged against the Tenants. Such charge is payable immediately upon rendition of bill to Tenant for damages.

FRONT ENTRANCES, HALLWAYS AND STAIRWAYS

The entrance, hallways & stairways are for the purpose of ingress and egress only. Tenants will not sit, loiter nor otherwise obstruct these entrances, hallways & stairways nor allow their guests to do so. That Tenant will conform to the rules and regulations made or hereafter made by Landlord for the management of the building, its corridors, porches, lobbies, garages, drives, grounds and other appurtenances, and for the delivery of goods, merchandise and other things by trades people and other persons. That he will not move any furniture or material into or out of said premises without first notifying the manager of the building, and the moving thereof shall be under the direction and control of said manager. Any violation of the rules and regulations shall be deemed a violation of this lease.

OCCUPANCY

The number of occupants will be limited to those listed on the rental agreement or as permitted by the DC Zoning and Housing Code, whichever is less.

PETS

Pets of any description are never permitted in any apartment regardless of size or species unless written permission is given to the leaseholder by the Property Manager. Visitors accompanied by a dog must keep the animal on a leash or else be requested to leave the premises. Service and Companion animals are welcome.

WASHING MACHINES

No washing machines or dryers are permitted in the apartment. In the basement of some building a coin operated washing machine(s) and dryer(s) as well as laundry tub(s) are provided for the convenience of the Tenants. Tinting and dyeing in automatic washers and dryers is absolutely forbidden. Kindly remove clothes from machines promptly when time is up.

LAWNS

The Management desires to maintain the lawns in an attractive condition and therefore, the use of lawns for play areas, or as foot paths is strictly prohibited. Tenants will not be permitted to lounge, play or sit on the lawns.

SECURITY BUILDINGS

In the interest of safety and security for the Tenants certain buildings have been equipped by the management with a safety lock to the main entrance door. In order to assure and maintain the strictest security Tenants are not to give their keys to friends or relatives under any conditions. Tenants are requested not to allow entry into the building to anyone with whom they are not acquainted.

NOISE

Tenants are requested not to make any disturbing noises in the building and are responsible for the conduct of their visitors who inconvenience other Tenants. The playing of radios, television sets, audio equipment or musical instruments is not permitted before 7:30 am or after 10:30 p m. Volume of audio equipment, radios and television sets at any hour must be kept moderate so as not to disturb other Tenants. Individual's aerials for any purpose are strictly prohibited. Any parties hosted by any Tenant must be confined to said Tenant's apartment and must conform to all rules herein.

SMOKING

This is a non-smoking property. Lessee shall not smoke nor allow their guests to smoke inside or around the premises. This includes Marijuana.

NOTICE TO VACATE

Notices to vacate must be given in writing no less than 30 days in advance. Said notice is to be in the rental office by the first day of the month. Such notice is to expire on the last day of the final rent paying period.

TRASH

Tenant is to dispose of any and all household trash by depositing said household trash in the proper receptacle. The trash can lid is to be replaced tightly on the receptacle. Tenant is to dispose of furniture and bulk items at their sole cost. Any trash not correctly property placed in containers or bulk items left on, adjacent to, in front or behind the property is a violation of this lease agreement. Tenant will be subject to any and all fines assessed by the city for improper trash storage.

TELEPHONE

The telephone company has been advised by this office not to allow the installation of extension telephones in any apartment regardless of size. The management will not permit additional wiring to be placed on the walls and/or wood moldings or holes to be bored in the wall necessary additional telephone installation. Only one (1) telephone is permitted in any apartment and that telephone is to be installed in existing outlet.

UTILITY SERVICE

It is the sole responsibility of the incoming Tenant to call the public utilities companies (where necessary) in order to transfer the services to their name. The customer service numbers are as follows: **Potomac Electric Power Company, 202-833-7500, Washington Gas Light Company, 703-750-1000.** If Tenant is responsible for any utilities and does not put the utility in their name within 10 days of the commencement of this lease, the Landlord/Agent reserves the right to place said utility in the Tenant's name on their behalf. Tenant hereby agrees

that the Landlord/Agent is given the authority to do so. The Tenant will be charged \$50.00 for this service and will be responsible for any unpaid utilities from the date of the commencement of their lease.

KEYS, LOCKS

The Tenant will be responsible for cost and replacement of lost keys. No Tenant shall alter any lock or install a new lock or knocker or peephole on any door of the premises without the written consent of the Landlord, or the Landlord's agent and if installed they shall not be removed. In case such consent is given, the Tenant shall provide the Landlord with a key for the use of the Landlord, pursuant to the Landlord's right to access to the premises.

CAR WASHING

The washing or hosing down of automobile(s) is prohibited in all areas surrounding the building.

FLOORS

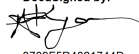
80% of the floors are to be covered with carpet.

RECYCLING

The District Government requires separation of cans, garbage and newspapers. The recycling receptacles are provided, please be sure to separate your trash accordingly.

The undersigned, having read the aforesaid House Rules, hereby agrees to abide by them at all times during this tenancy. Tenants who violate any of these Rules and or provisions of the Lease Agreement will be served a 30 day notice to quit or vacate.


I hereby acknowledge that there is a one-time move in/move out fee of \$50.00 and a pet rent in the amount of \$25.00 per pet, monthly, **if pets are allowed at this leased unit.**

DocuSigned by:

0790F6D4821744D...

Tenant: **Andrew K. James**

Tenant:

Witnesses:

DocuSigned by:

48F2738A0DE1403...

(SEAL)



Department of Housing and Community Development
 Rental Accommodations Division
 Housing Resource Center
 1800 Martin Luther King, Jr. Avenue, S.E.
 Washington, D.C. 20020 | (202) 442-9505

RAD Date Stamp

HOUSING PROVIDER'S DISCLOSURES TO APPLICANT OR TENANT

Date: May 11, 2022

Tenant or Applicant Name(s) Andrew K. James

Tenant Address 4016 Livingston Road, SE #3
Washington, DC 20032

Registration/Exemption No: 540286

Basic Business License No. 500114902926

Certificate of Occupancy No. CO87342
 (if applicable)

Dear Tenant/Applicant(s):

District of Columbia law requires all housing providers to disclose certain information about their housing accommodations. You should receive this form when you apply for a rental unit or, if an application is not required, when you enter a lease or other rental agreement. If you are a current tenant, you may request this information once per calendar year, and your housing provider must give you this completed form within 10 business days.

Your housing provider is required to maintain records of the information reported on this form. Applicants must be given these records along with this form, and existing tenants may request to view or be given a copy of the compiled records when requesting this form. See RAD Form 5 for a description of these records and details on how to obtain copies.

Housing provider: complete and attach Form 5.

The undersigned housing provider certifies the following information to be true with respect to the rental unit and housing accommodation identified above:

A. Housing Provider's Information		
<i>Housing provider: complete all that apply, do not use P.O. boxes</i>		
	Owner (required)	Property Manager
Name	Jeff D. Rupp	Russ Brown, Agent
Street Address	4016 Livingston Road, SE	730 24 th Street, NW #19
City, State & Zip Code	Washington, DC 20032	Washington, DC 20037
Telephone Number	202-337-5080	202-337-5080
Email	rent@fredasmith.com	rent@fredasmith.com

	Additional Owner (attach separate list if more than 2)	Registered Agent for Service
Name		EMJ Realty Company
Street Address		730 24th Street, NW #19
City, State & Zip Code		Washington, DC 20037
Telephone Number		202-337-5080
Email		rent@fredasmith.com

Name on Basic Business License: 500114902926

B. Property Information

The rental unit identified on this form is (check one):

- Covered by the Rent Stabilization Program (reg. no.) 540286; or
 Exempt from the Rent Stabilization Program (ex. no.) _____.

The rental unit is (check one):

- Part of a: condominium or cooperative housing association; or
 In the process of converting to condominium, cooperative housing use, or non-housing use

In the past 12 months, the Department of Consumer and Regulatory Affairs has issued (number) 0 notices of infractions or violations of the housing regulations (Housing Code and Property Maintenance Code) (attach copies of notices).

There are (number) 0 notices of infractions or violations of the housing regulations issued by the Department of Consumer and Regulatory Affairs that have not been abated at this time (attach copies of notices).

The housing provider knows that indoor mold levels at or above the threshold level set by the Department of Energy and Environment has been present in the rental unit or the housing accommodation during the past 3 years and has not been remediated by an indoor mold remediation professional (attach description).

C. Monthly Rent and Other Costs

The current monthly rent charged for your rental unit is: \$946.00, and you are required to pay \$ N/A in monthly rent surcharges (for rent stabilized units, if applicable). **The rent history for this unit is shown on RAD Form 4. Housing provider: complete and attach Form 4.**

The rent for this unit may be increased no more than once every 12 months (required for rent stabilized units) or as provided in the lease, an affordability covenant, a long-term subsidy contract, a housing assistance payment contract, or a housing choice voucher contract.

You are required to pay a nonrefundable application fee of \$50.00.

Your lease requires or will require you to pay a security deposit less than or equal to the first month's rent charged. The amount of the deposit is \$946.00

The deposit is or will be held in an account with a fixed interest rate of _____% or the prevailing statement savings rate of the financial institution in the District of Columbia that holds the deposit.

Within 45 days of the termination of the tenancy, the security deposit will be returned to you, including interest earned on the deposit if the tenancy lasts more than 12 months, or the housing provider will notify you in writing, personally or by certified mail at your last known address, of the housing provider's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement. If costs are withheld, the housing provider shall tender the remaining balance of the deposit and interest, together with an itemized statement of the costs withheld, within 30 days of giving notice.

Housing Provider Signature:	<small>DocuSigned by:</small> <i>Nicholas Wallis</i>
Housing Provider Name (print):	<small>48F2749AADEF403</small> Nicholas Wallis
<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Authorized Agent <input type="checkbox"/> Other Title (if applicable):	

5/9/2022

Date

Attachments: RAD Form 4 (Rent History Disclosure)

RAD Form 5 (Notice of Access to Records)

Tenant Bill of Rights

"What You Should Know About Rent Control in the District of Columbia" (rent stabilized units only)

DC Board of Elections Voter Registration Packet

(see <https://www.dboe.org/Voters/Register-To-Vote/Welcome-to-the-District-of-Columbia>)



Department of Housing and Community Development
 Rental Accommodations Division
 Housing Resource Center
 1800 Martin Luther King, Jr. Avenue, S.E.
 Washington, D.C. 20020 | (202) 442-9505

RAD Date Stamp

RENT HISTORY DISCLOSURE

FOR USE WITH HOUSING PROVIDER'S DISCLOSURES
 (RAD FORM 3) FOR NEW TENANTS OR UPON TENANT REQUEST

Date: May 11, 2022

Tenant or Applicant Name(s) Andrew K. James

Tenant Address: 4016 Livingston Road, SE #3
Washington, DC 20032

Registration/Exemption No: 540286
 Basic Business License No. 500114902926
 Certificate of Occupancy No. CO87342
 (if applicable)

Dear Applicant(s)/Tenant(s):

The Rental Housing Act of 1985 (Act) requires your housing provider to disclose the rent history for your rental unit for the past 3 years. Any tenant may request this information, once per calendar year, on its own or as part of a larger set of disclosures. The housing provider must provide you this information within 10 business days of your request. This information must be provided to an applicant for a rental unit covered by the Act's Rent Stabilization Program (see the directions on RAD Form 3) (commonly called "rent control")

A. For Rental Units EXEMPT from Rent Stabilization

During the past three years, the monthly rent for this unit has been increased as follows:

	(date)	(prior rent)	(increase)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Current monthly rent: _____



B. For Rent-Stabilized Units

Directions for housing providers:

- For “type,” enter CPI, Vac., HP, SF, CI, SR, or VA, as applicable. Enter “209” for adjustments made upon the termination of an exemption. Check the box if rent adjustment is implemented as a rent surcharge (HP, SR, or CI generally, or VA or SI for protected tenants). For “comparable unit,” enter the unit number used as the basis for the vacancy rent adjustment (repealed Feb. 22, 2019).
- *If implementing vacancy adjustments:* if you give RAD Form 3 and this form to new tenant, and the tenant’s rent charged is less than stated in the initial disclosure, you must, within 30 days of the new tenancy beginning: (1) re-issue this form to the tenant with the updated rent charged, and (2) file RAD Form 3 and this form with the updated information.

Section B.1. Monthly Rent Charged. During the past three years, the monthly rent charged for this rental unit has been increased as follows:

(Eff. Date)	(Prior Rent)	(Amount Inc.)	(Type)	(Auth. Date)	(Case No.)	(Comp. Unit)
1. <u>05/11/22</u>	<u>\$860</u>	<u>\$86</u>	<u>213(a)(1)</u>	_____	_____	_____
2. <u>09/01/19</u>	<u>\$825</u>	<u>\$35</u>	<u>208(h)(2)(A)</u>	<u>05/01/19</u>	_____	_____
3. <u>09/01/18</u>	<u>\$825</u>	<u>\$75</u>	<u>213(a)(1)</u>	_____	_____	_____
4. <u>03/01/15</u>	<u>\$750</u>	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____	_____

Current monthly rent charged: \$946

Section § 42-3501.03(29A) of the Rental Housing Act of 1985 defines “rent charged” as “the entire amount of money, money’s worth, benefit, bonus, or gratuity a tenant must actually pay to a housing provider as a condition of occupancy or use of a rental unit, its related services, and its related facilities, pursuant to the Rent Stabilization Program.”

Section B.2. Monthly Rent Surcharges. The monthly rent charged does not include any “rent surcharges,” although you are also required to pay those as part of the total rent for your rental unit. For your rental unit, the following rent surcharges are authorized:

Housing provider: check box if surcharge is included in total rent; do not check if tenant is exempt as protected tenant (see box D). For “type,” enter HP, SF, CI, SR, or VA. SF and VA rent adjustments are considered surcharges for protected tenants.

(Incl.)	(Amount)	(Type)	(Case No.)	(Approval Date)	(Exp. Date)
<input type="checkbox"/>	\$ _____	_____	_____	_____	_____
<input type="checkbox"/>	\$ _____	_____	_____	_____	_____
<input type="checkbox"/>	\$ _____	_____	_____	_____	_____

Total current rent surcharges: \$ _____



Section B.3. Pending Petitions. The following petitions related to the rental unit have been filed and are currently awaiting a final determination, or have been approved but the rent adjustment requested has not yet been implemented:

Directions for housing providers:

- For “case number,” enter the 5-digit number assigned to a TP, HP, SF, CI, SR, or VA petition.
- For “forum” enter RAD, OAH, RHC, or DCCA, based on current status of case.

(Type)	(Case No.)	(Forum)	(Filing Date)	(Approval Date)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

C. Additional information for Tenants

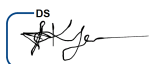
Any tenant may request this information, once per calendar year, on its own or as part of a larger set of disclosures. The housing provider must provide you this information within 10 business days of your request. RAD Form 5 describes how to obtain this information from your housing provider.

For rent-stabilized units, your housing provider is required to maintain records of the rent increases listed above. These records must be given to you at the time you apply for or move into a rental unit covered by the Rent Stabilization Program. For more information, read the pamphlet “What You Should Know About Rent Control in the District of Columbia” published by RAD. This pamphlet is available at <https://dhcd.dc.gov/service/rent-control> and must be given to you with the Housing Provider’s Disclosures form (RAD Form 3).

D. Housing Provider’s Information

Housing Provider Signature:		DocuSigned by: <i>Nicholas Wallis</i>
Housing Provider Name (print):		Nicholas Wallis
<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Authorized Agent <input type="checkbox"/> Other Title (if applicable):		

Housing Provider Telephone No.:	202-337-5080
Housing Provider Email:	rent@fredasmith.com
Housing Provider Address: (no P. O. Boxes)	730 24 th Street, NW #19 Washington, DC 20037
Date:	5/9/2022





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NOTICE OF ACCESS TO RECORDS

FOR USE WITH HOUSING PROVIDER'S DISCLOSURES
(RAD FORM 3) FOR NEW TENANTS OR UPON TENANT REQUEST

Date: May 11, 2022

Tenant or Applicant Name(s) Andrew K. James

Tenant Address 4016 Livingston Road, SE #3
Washington, DC 20032

Registration/Exemption No: 540286

Basic Business License No. 500114902926

Certificate of Occupancy No. CO87342
(if applicable)

Dear Applicant(s)/Tenant(s):

The Rental Housing Act of 1985 requires your housing provider to maintain records of the information reported on the Housing Provider's Disclosures to Applicant or Tenant (RAD Form 3). Applicants must be given these records along with this form, and existing tenants may request to view or be given a copy of the compiled records once per calendar year, and your housing provider must give you this completed form within 10 business days.

A. Location of Records

This set of records is available to you:

At the housing accommodation, in _____;

The housing provider's nearest office, at 730 24st Street, NW #19, Washington, DC 20037

or

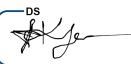
By email or U.S. postal service.

To request these records, contact your housing provider at rent@fredasmith.com

B. Contents of Compilation of Records

Your housing provider must provide you copies of the following documents or other records to support the information about your rental unit disclosed on RAD Form 3:

1. The current Registration/Claim of Exemption form (RAD Form 1 and Form 2, if applicable) for the housing accommodation.
2. The housing provider's current business license.
3. The identity and location of the bank or financial institution holding any security deposit (account number not required).
4. Copies of all notices of infractions or violations issued by the Department of Consumer



and Regulatory Affairs or other government agency with respect to the housing regulations, including the Housing Code and Property Maintenance Code, affecting the rental unit or common elements of the housing accommodation and any related records of abatement or remediation, for the past 3 years.

5. All notices of infractions or violations issued by the Department of Energy and Environment or other government agency with respect to indoor mold contamination, affecting the rental unit or common elements of the housing accommodation, and any related records of abatement or remediation, for the past three years.
6. Information that the owner knows or should know about the presence of indoor mold contamination in the rental unit or common areas for the past 3 years and whether the mold has been remediated by an indoor mold remediation professional certified and licensed by the District of Columbia.
7. The Tenant Bill of Rights.
8. DC Board of Elections Voter Registration Packet.

Additionally, for rent-stabilized units:

10. All notices of rent adjustments sent to the tenant(s) of the unit (RAD Form 8) for the past three years, including new tenant disclosures (RAD Forms 3 & 4) in which a vacancy adjustment was implemented.
11. All certificates of rent adjustments filed with RAD affecting the unit (RAD Form 9) for the past three years.
12. Any final order approving a rent surcharge for the unit and the surcharge expiration date, whether applied to the current tenant or not.
13. Any currently pending tenant petition, housing provider petition, or voluntary agreement that may affect the rental unit (supporting documentation may be made available on request) which could increase rent during the following 12 months.
14. "What You Should Know About Rent Control in the District of Columbia" published by the Rental Accommodations Division.

C. Housing Provider's Information

DocuSigned by:	
Housing Provider Signature:	Nicholas Wallis
Housing Provider Name (print):	Nicholas Wallis
<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Authorized Agent <input type="checkbox"/> Other Title (if applicable):	

Housing Provider Telephone No.:	202-337-5080
Housing Provider Email:	rent@fredasmith.com
Housing Provider Address: (no P. O. Boxes)	730 24 th Street, NW #19 Washington, DC 20037
Date:	5/9/2022



WARNING REGARDING LEAD-BASED PAINT HAZARD & ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE & PAMPHLET

Prior to signing your lease we have provided you with disclosure information concerning possible lead-based hazards and a pamphlet published by the United States Environmental Protection Agency, United States Consumer Protection Agency and United States Department of Housing and Urban Development on how to protect you and your family from any lead-based paint hazards.

Many homes and apartments built before 1978 have lead-based paint. A key factor in protecting your family from those hazards is keeping your apartment CLEAN. Follow the guidelines itemized on page 7 of the pamphlet we have provided you and keep your apartment clean and dust free.

Peeling and chipping paint is another source of lead-based paint hazard. Your Lease Agreement requires you to give the Landlord prompt notice of any defect in your apartment. Tenant understands that Landlord cannot be liable for failure to make repairs or cure a defect in your apartment without actual notice. For your protection, please notify the Landlord, IN WRITING, of peeling and chipping paint.

Tenant has seen apartment #3 at 4016 Livingston Road, SE Washington, DC 20032 prior to signing the Lease Agreement and acknowledges that there is no chipping or peeling paint in said apartment as of date of this lease.

Without actual knowledge of the condition of your apartment the Landlord cannot help protect you and your family from lead-based paint hazards.

Acknowledgment(s) :

DocuSigned by:

9709f5d4821744d...

Tenant: **Andrew K. James**

Tenant:

Received Date: 5/6/2022



Tele: 202.337.5080

Fax: 202.337.0038

Sales . Renovation . Rent Control . Insurance . Appraisal . Licensing





DC Lead Disclosure Form

Information about Lead-Based Paint in this Property

Purpose: Inform potential renters and homebuyers of the presence of lead-based paint and related hazards in the property they are considering.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can be a health hazard, especially for young children and pregnant women. Owners or managers of these properties must provide information about lead-based paint in the property that they want to rent or sell. DC requires the renter or buyer to have this information **before** they decide to rent or purchase the property.

This form does not replace the Federal Lead Disclosure form. DC law provides additional protections for the renter or purchaser. A DC Lead Disclosure form is not required for properties built in 1978 or later.

Are you a POTENTIAL TENANT or BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER or MANAGER?

You will need the following information to complete this form:

- Copies of any lead-based paint reports, assessments, or surveys related to the property.
- The latest version of the EPA Protect Your Family From Lead in Your Home pamphlet.
- Knowledge about lead-contaminated dust/soil and condition of the paint on the property.
- Knowledge about any lead-based paint related legal actions taken against the property.

Property owners and managers: keep the signed original of this form on record for at least 6 years, as you may be audited by the DC Department of Energy and Environment.

What to look for inside the property or in the property's common areas:

- Peeling, chipping, chalking, cracking, or damaged paint.
- Lead-based paint on windows, doors, stairs, railings, banisters, porches, or other high-wear surfaces that children might chew.
- Lead that is present in bare soil.
- Lead dust that forms when lead-based paint is scraped, sanded, or heated, or when painted surfaces with lead in them bump or rub together.
- Surfaces with lead paint chips/dust, or settled dust that reenters the air through vacuuming or sweeping.

For more information see The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Part 35: <http://bit.ly/federallead>.

If you need help in your language, please call 202-535-2600. | በአማርኛ እርዳታ ከፈለጉ በ 202-535-2600 ይደውሉ። | Si necesita ayuda en Español, por favor llame al 202-535-2600. | Si vous avez besoin d'aide en Français appelez-le 202-535-2600. | 如果您需要中文服務，請致電 202-535-2600 | 한국어로 도움이 필요합니까? 무료 한국어통역: 202-535-2600 | Nếu quý vị cần giúp đỡ bằng tiếng Việt, xin gọi 202-535-2600.

If you are:**You need to:**

The property owner or manager

- Complete Sections A and B.
- Provide a copy to the tenant/buyer.

The potential tenant or buyer

- Carefully review Section B.
- Sign Section C.

SECTION A: Property Owner/Manager's SignatureProperty Address: **4016 Livingston Road, SE** Unit: Washington, DC ZIP: **20032**I am the (check one) owner 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: **Russ Brown**Signature: **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: Andrew K. James

Signature: 

DocuSigned by:

Date: 5/6/2022

9709F5D4624744D



Property Address: 4016 Livingston Road, SE Washington, DC 20032

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (Check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to the lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee's Acknowledgement (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d 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.

Lessor: [Signature] Date: 11/22/19
Agent: Fred A Smith Company Date:

Lessee: [Signature] Date: 5/6/2022 Lessee: _____ Date: _____
Lessee: _____ Date: _____ Lessee: _____ Date: _____



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

September 2013



What You Should Know About Rent Control in the District of Columbia

This pamphlet will help you understand rent control laws and regulations. The rent control law is the Rental Housing Act of 1985 (DC Law 6-10) as amended (the Act), which is codified as DC Official Code §42-3501.01 et seq., as well as the corresponding D.C. Municipal Regulations, Title 14, Chapter 4200 et seq. You can find the complete law in most DC public libraries or online at: <http://government.westlaw.com/linkedslice/default.asp?rs=gvt1.0&vr=2.0&sp=dcc-1000>

Rental Accommodations Division

The Rental Accommodations Division (RAD), which is part of the Department of Housing and Community Development's (DHCD) Housing Regulation Administration (HRA), is responsible for administering the Act. The head of RAD is the Rent Administrator. HRA was transferred from the Department of Consumer and Regulatory Affairs to DHCD, effective October 1, 2007.

Office of Administrative Hearings

The Office of Administrative Hearings (OAH) conducts hearings on RAD petitions.

Rental Housing Commission

A separate, 3-member Rental Housing Commission (RHC) is the first level of appeal of the decisions made on RAD petitions. The RHC also writes regulations under the Act.

Rent Control Terms

Under the Act, an apartment building or apartment complex is called a *housing accommodation*, and a single apartment or house is called a *rental unit*. A tenant is a *tenant*, but a landlord is referred to as a *housing provider*.

Applicability

The Act applies to all housing accommodations in the District of Columbia, unless they are specifically exempted by the Act. The most common exemptions are rental units in these categories:

- Federally or District-subsidized rental units,
- Rental units built after 1975,
- Rental units (including condominium or cooperative units) owned by a natural person who owns no more than four rental units, provided the rental units are registered as exempt,
- Rental units that were vacant when the Act took effect, and
- Housing accommodations under a building improvement plan and receiving rehabilitation assistance through DCHD.

Registration

Every housing accommodation or rental unit must be registered with RAD by filing a RAD Registration and Claim of Exemption form. Once registered, the housing accommodation or rental unit is assigned a registration number if it is subject to rent control. If it is exempt, it is assigned an exemption number. If a housing accommodation was initially exempt from the Act but later becomes subject to the Act, the housing provider must amend the RAD Registration and Claim of Exemption form at that time. Changes in ownership or management must be filed with RAD within 30 days of the event.

Increases in Rent

Under the Act, any increase in rent must meet these conditions:

1. The new rent charged may not be more than the prior rent plus an allowable increase, as described below.