

AFFIDAVIT OF DELIVERY OF OFFER OF SALE WITH A THIRD PARTY CONTRACT FOR HOUSING ACCOMMODATIONS CONSISTING OF MORE THAN 1 RENTAL UNIT

PROPERTY ADDRESS: 3927 9th Street NE 20017

The undersigned hereby certifies the following to the Mayor of the District of Columbia:

1. That on 12-11-2023 at 3:00 a.m. (p.m.) [circle one], I delivered envelopes addressed to each tenant identified on the list attached to this Affidavit as Exhibit A to a U.S. Postal Service employee at the U.S. Post Office located at 2300 18th Street NW Washington DC 20036 with proper postage affixed for delivery by certified mail, and containing a true, correct and complete copy of the Offer of Sale dated 12-11-2023 and a complete copy of the ratified third party contract for the housing accommodation located at the above stated address;

2. I posted a true, correct and complete copy of the Offer of Sale dated 12-11-2023 in a conspicuous place in common areas of the housing accommodation;

3. That on _____ at _____ a.m. / p.m. [circle one], I [check only one]

hand-delivered a copy of the attached true, correct and complete Offer of Sale dated _____ and a complete copy of the ratified third party contract for the housing accommodation located at the above stated address and a list of the tenants identified on the list attached to this Affidavit as Exhibit A to the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division; **OR**

delivered by certified mail a copy of the attached true, correct and complete Offer of Sale dated 12-11-2023 and a complete copy of the ratified third party contract for the housing accommodation located at the above stated address and a list of the tenants identified on the list attached to this Affidavit as Exhibit A to the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division; and

4. I hereby certify that the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division and each tenant listed on Exhibit A of this Affidavit were provided copies of the Offer of Sale **on the same day**.

I declare under penalty of law for making a false statement, as set out in D.C. Official Code § 22-2405, 2001 ed., as amended, that the foregoing representations and statements are true and correct.

12-11-2023
Date

[Signature]
Signature
Jonathan Wilson
Print Name

EXHIBIT A

The real property located in Washington, the District of Columbia, addressed as 3927 9th Street SE, Washington DC 20017 and designated for Assessment and Taxation purposes as Square 3818 Lot 0010 and as may be depicted by a survey and described by metes and bounds in the D.C. Office of the Surveyor.

LIST OF TENANTS

Apt 1	Joanne Blanco
Apt 3	Ronald Thompson
Apt 4	Jennifer Reifsteck

FORM A

DO NOT DELETE OR ALTER ANY PART OF THIS OFFER OF SALE
POST A COPY IN THE HOUSING ACCOMMODATION

OFFER OF SALE & TENANT OPPORTUNITY TO PURCHASE WITH A THIRD PARTY SALE
CONTRACT FOR HOUSING ACCOMMODATIONS WITH
TWO, THREE OR FOUR RENTAL UNITS

TWO, THREE OR FOUR RENTAL UNITS

DATE: 12-11-2023

Number of Occupied Rental Units 3

Number of Vacant Rental Units 1

COMBINED TOTAL NUMBER OF RENTAL UNITS 4

BY CERTIFIED MAIL

Dear Tenant:

This is to advise you of the owner's offer to sell the housing accommodation in which you live located at
3927 9th Street NE, Washington, D.C. 20017. The
total number of rental units in the housing accommodation is: 4.

1. OFFER OF SALE

As a tenant of a housing accommodation in the District of Columbia, you must be given an opportunity to purchase this housing accommodation in accordance with Title IV of the Rental Housing Conversion and Sale Act of 1980, as amended (D.C. Law 3-86, § 42-3401.01 et. seq. (2001)) (the "Act"). This Offer of Sale also describes your tenant rights and responsibilities and the statutory time periods under the Act.

2. ACCEPTANCE PERIOD

Any reference to a "tenant group" means the tenants from more than one rental unit are acting together. Any reference to an "individual tenant" means all of the tenants (if more than one) from a single rental unit who sign a written statement accepting the owner's offer to sell the housing accommodation.

If you wish to respond to this Offer of Sale, the tenants acting together shall provide **both** the owner and the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division with a **joint** written statement accepting the owner's offer to sell the housing accommodation either by certified mail or hand delivery on or before the fifteenth (15th) day after you and the other tenants received this Offer of Sale, or the Rental Conversion and Sale Division's receipt of a copy of this Offer of Sale, whichever date is later.

After the fifteen (15) day period, if the tenants acting together do not submit a written statement accepting the owner's offer to sell the housing accommodation, then you, as an individual tenant, have seven (7) days to provide **both** the owner and the Rental Conversion and Sale Division with a written statement accepting the owner's offer to sell the housing accommodation, either by hand-delivery or by certified mail on or before the twenty-second (22nd) day after you and the other tenants received this Offer of Sale, or the Rental Conversion and Sale Division's receipt of a copy of this Offer of Sale, whichever date is later.

If the tenants acting together or you, acting individually, do not provide a written statement accepting the owner's offer to sell the housing accommodation to the owner and the Rental Conversion and Sale

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Division within the fifteen (15) day and seven (7) day response time periods, the tenants' rights under this Offer of Sale will expire, except as to the right of first refusal discussed below.

3. INFORMATION

Within seven (7) days of receiving a written request for the information, the owner shall provide you with copies of: (1) a floor plan of the housing accommodation, if available; (2) an itemized list of monthly operation expenses, (3) utility consumption rates and capital expenditures for each of the two (2) preceding calendar years; and (4) the most recent rent roll, listing of tenants and a list of vacant rental units.

4. NEGOTIATION

If a tenant group or an individual tenant properly submits a written statement accepting the owner's offer to sell the housing accommodation to the owner and the Rental Conversion and Sale Division, upon the owner's receipt, the tenant group or an individual tenant has a minimum of ninety (90) days to ratify a sale contract with the owner.

If at the end of the ninety (90) day negotiation time period, or any extension thereof, a tenant group has not entered into a sale contract with the owner, the owner will provide an additional thirty (30) day period, during which any one (1) of the individual tenants may contract with the owner for the purchase of the housing accommodation.

If the owner receives a written statement accepting the owner's offer to sell the housing accommodation from more than one individual tenant, the owner will negotiate with each tenant separately, or jointly if you agree to negotiate jointly. However, if the owner is required to negotiate with more than one tenant, the owner will decide which sale contract is more favorable without liability to the other tenant(s).

5. PRICE AND MATERIAL TERMS

The asking price for the housing accommodation is \$ 990,000.00. You must be informed of the type of financial arrangements, if any, the owner will accept at settlement. The owner may not require that a tenant group or an individual tenant prove financial ability to enter into a sale contract. However, in the event the third party sale contract provides for deferred purchase money financing, the owner may require that prior to settlement, you prove (either alone or in conjunction with a third party) the ability to pay back financing before the owner grants a tenant group or an individual tenant deferred purchase money financing. The material terms of the sale for the tenants are as follows:

ALL CASH TO SELLER AT SETTLEMENT

Check here ONLY if a separate page of material terms is attached.

A COPY OF THE RATIFIED THIRD PARTY SALE CONTRACT IS ATTACHED.

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6. DEPOSIT

At the time of contracting, a tenant group or an individual tenant is required to deposit no more than five (5) percent of the contract sale price. This deposit, with interest accrued thereon, is refundable in case there is a good faith inability to perform under the sale contract.

7. SETTLEMENT TIME

If a tenant group or an individual tenant decides to purchase, and the owner accepts, the tenant group or the individual tenant has a minimum of ninety (90) days to secure financing or financial assistance and go to settlement for the purchase of this housing accommodation. However, if a lending institution or agency estimates that a decision regarding financing or financial assistance will be made within one hundred twenty (120) days after the sale contract is ratified, the owner will provide the tenant group or the individual tenant with an extension of time consistent with the written estimate.

8. THIRD PARTY SALE CONTRACT AND RIGHT OF FIRST REFUSAL

As of this date, the owner has accepted a sale contract to sell the housing accommodation to another party, if you do not purchase. **The owner has enclosed a copy of the ratified third party sale contract for your review.** In accordance with the Act, in addition to your rights stipulated in this Offer of Sale, you will have an additional fifteen (15) days (right of first refusal) to match the third party sale contract, even if you do not submit a written statement accepting the owner's offer to sell the housing accommodation or if you reject this Offer of Sale. If a written statement accepting the owner's offer to sell the housing accommodation is submitted, the fifteen (15) day Right of First Refusal time period will commence at the end of the negotiation time period.

9. NEW OFFER OF SALE

You will be issued a new Offer of Sale if the owner sells or signs a sale contract with a third party purchaser for a price that is more than ten (10) percent less than the price offered to you or for other terms which would constitute bargaining without good faith. In addition, if the owner has not contracted or sold this housing accommodation within two hundred and forty (240) days from the date of this Offer of Sale, and, if the owner still desires to sell the housing accommodation at that time, the owner must comply anew with the provisions of the Act.

10. WAIVER

You are prohibited from waiving your right to receive this Offer of Sale. However, upon receipt of this Offer of Sale, you may waive any other tenants' rights in exchange for any consideration which you find acceptable. You must sign a written statement waiving any of your tenants' rights. The owner will provide the Rental Conversion and Sale Division with a copy of the signed waiver document.

11. ASSISTANCE

If you would like information concerning technical and financial assistance, you may contact Housing Counseling Services on (202) 667-7006, Latino Economic Development Corporation on (202) 540-7417, the Rental Conversion and Sale Division on (202) 442-4407, or the D.C. Office of the Tenant Advocate on (202) 719-6560.

FORM A

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If you have any questions regarding this matter, please call Jonathan Wilson (insert contact name) on telephone number (202) 232-0950 x1.

THIS IS OFFER OF SALE IS NOT A NOTICE TO VACATE.

Sincerely (either Owner or Owner's Agent may sign),

C/O Agent
Owner's SIGNATURE
3927 9th Street NE LLC
Owner's PRINTED Name

Owner's Address, City, State & Zip Code)

Owner's Agent's SIGNATURE
Jonathan Wilson
Owner's Agent's PRINTED Name
2202 18th Street NW #380
Washington DC 20009
Owner's Agent's Address, City, State & Zip Code)

cc: 1 copy of the Offer of Sale, 1 copy of the third party sale contract, Affidavit and an Exhibit A attachment by hand delivery or certified mail to:
District of Columbia Department of Housing and Community Development
Rental Conversion and Sale Division
1800 Martin Luther King, Jr. Avenue, S.E.
Washington, D.C. 20020
Telephone (202) 442-4407

(Revised 04/02/2015)

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Sincerely (either Owner or Owner's Agent may sign),

<u>C/O Agent</u>	
Owner's <u>SIGNATURE</u>	
3927 9th Street NE LLC	Owner's Agent's <u>SIGNATURE</u>
	Jonathan Wilson
Owner's <u>PRINTED</u> Name	Owner's Agent's <u>PRINTED</u> Name
_____ →	2202 18th Street NW #380
	Washington DC 20009
Owner's Address, City, State & Zip Code)	Owner's Agent's Address, City, State & Zip Code)

cc: 1 copy of the Offer of Sale, 1 copy of the third party sale contract, Affidavit and an Exhibit A attachment by hand delivery or certified mail to:
District of Columbia Department of Housing and Community Development
Rental Conversion and Sale Division
1800 Martin Luther King, Jr. Avenue, S.E.
Washington, D.C. 20020
Telephone (202) 442-4407

(Revised 04/02/2015)

FORMULARIO A

NO ELIMINE NI MODIFIQUE NINGUNA PARTE DE ESTA OFERTA DE VENTA
ANUNCIE UNA COPIA EN LA UNIDAD HABITACIONAL

OFERTA DE VENTA Y OPORTUNIDAD DE COMPRA PARA EL INQUILINO CON UN
CONTRATO DE COMPRA-VENTA DE TERCEROS PARA UNIDADES HABITACIONALES
CON

DOS (2), TRES (3) O CUATRO (4) MÓDULOS DE ALQUILER

DOS, TRES O CUATRO MÓDULOS DE ALQUILER

FECHA: 12-11-2023

Número de módulos de alquiler ocupados 3

Número de módulos de alquiler desocupados 1

POR CORREO
CERTIFICADO

NÚMERO TOTAL COMBINADO DE MÓDULOS DE ALQUILER 4

Estimado/a Inquilino:

Mediante la presente se le notifica que el propietario le ofrece vender una de las siguientes propiedades mencionadas a continuación unidad habitacional en la que usted habita, situada en 3927 9th Street NE, Washington, D.C. 20017. El número total de módulos de alquiler en la unidad habitacional es de: 4.

1. OFERTA DE VENTA

Como inquilino de una unidad habitacional situada en el Distrito de Columbia, deben brindarle la oportunidad de comprar esta unidad habitacional, de conformidad con lo estipulado en el Título IV de la Ley de Conversión de Vivienda en Alquiler y Ventas de 1980, con sus respectivas enmiendas (Ley 3-86 del D.C., Art. 42-3401.01 y subsiguientes (2001)) (la "Ley"). Esta oferta de venta describe también sus derechos y obligaciones como inquilino, así como también, los períodos estatutarios en virtud de la Ley.

2. PERÍODO DE ACEPTACIÓN

Toda referencia que se haga a un "grupo de inquilinos" comprende a los inquilinos pertenecientes a más de un módulo de alquiler que actúan en forma conjunta. Toda referencia que se haga a un "inquilino individual" abarca a todos los inquilinos (si fuera más de uno) que pertenecen a un solo módulo de alquiler, que firman una declaración escrita, por la que aceptan la oferta del propietario de vender la unidad habitacional.

En caso de que desee responder a esta oferta de venta, los inquilinos que actúen en forma conjunta suministrarán a **ambos**, tanto al propietario como a la División de Conversión de la Renta y Ventas del Departamento de Vivienda y Desarrollo de la Comunidad del D.C. con una declaración por escrito **conjunta**, en la que acepten la oferta del propietario de vender la unidad habitacional, ya sea por correo certificado o por entrega en mano pasados o antes de que pasen los quince (15) días de que usted y los demás inquilinos reciban esta oferta de venta o de que la División de Conversión de

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la Renta y Ventas reciba una copia de esta oferta de venta, la fecha que sea posterior.

Después de transcurrido el periodo de quince (15) días, si los inquilinos que actúan en forma conjunta no presentan una declaración por escrito aceptando la oferta del propietario de vender la unidad habitacional, entonces usted, en calidad de inquilino individual, tiene siete (7) días para entregarle a **ambos**, tanto al propietario como a la División de Conversión de la Renta y Ventas una declaración por escrito aceptando la oferta del propietario de vender la unidad habitacional, ya sea en mano o por correo certificado, pasados o antes de que pasen los veintidós (22) días de que usted y los demás inquilinos reciban esta oferta de venta o de que la División de Conversión de la Renta y Ventas reciba una copia de esta oferta de venta, la fecha que sea posterior.

Si los inquilinos que actúan en forma conjunta o usted, que actúa individualmente, no suministran una declaración por escrito aceptando la oferta del propietario de vender la unidad habitacional al propietario y a la División de Conversión de la Renta y Ventas dentro de los periodos de respuesta de quince (15) días y siete (7) días, expirarán los derechos de los inquilinos en virtud de la presente oferta de venta, salvo en lo que atañe al derecho a la primera denegación, que se explica más adelante.

3. INFORMACIÓN

Dentro de los siete (7) días de recibir una solicitud de información por escrito, el propietario le suministrará copias de lo siguiente: (1) un plano de la unidad habitacional, si estuviera disponible; (2) una lista pormenorizada de los gastos operativos mensuales; (3) tasas de consumo de servicios públicos y gastos de capital para cada uno de los dos (2) años calendarios precedentes; y (4) la lista de renta más reciente, donde figuren los inquilinos y un listado de los módulos de alquiler disponibles.

4. NEGOCIACIÓN

Si un grupo de inquilinos o un inquilino individual presentan debidamente una declaración por escrito aceptando la oferta del propietario de vender la unidad habitacional al propietario y a la División de Conversión de la Renta y Ventas, ante el recibo de la misma por parte del propietario, el grupo de inquilinos o el inquilino individual cuentan con un mínimo de noventa (90) días para ratificar un contrato de compra-venta con el propietario.

Si al finalizar el periodo de negociación de noventa (90) días o cualquier prórroga de dicho periodo, un grupo de inquilinos no ha celebrado un contrato de compra-venta con el propietario, el propietario proporcionará un periodo adicional de treinta (30) días, durante el cual cualquiera —uno (1) cualquiera de los inquilinos individuales— puede formalizar un contrato con el propietario para la compra de la unidad habitacional.

Si el propietario recibe una declaración por escrito aceptando la oferta del propietario de vender la unidad habitacional por parte de más de un inquilino individual, el propietario negociará con cada uno de los inquilinos por separado o en forma conjunta, si usted estuviera de acuerdo en que la negociación sea conjunta. No obstante, si el propietario tuviera la obligación de negociar con más de un inquilino, será el propietario quien decida qué contrato de compra-venta es más favorable, sin

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incurrir en ningún tipo de responsabilidades frente al o a los demás inquilinos.

5. PRECIO Y TÉRMINOS MATERIALES

El precio solicitado para la unidad habitacional es de \$ \$990,000.00. Deben suministrarle información acerca del tipo de acuerdos financieros, si los hubiera, que el propietario aceptará en la transacción. El propietario no puede exigir a un grupo de inquilinos o un inquilino individual que demuestre su solvencia financiera para celebrar un contrato de compra-venta. No obstante, en el supuesto en que el contrato de compra-venta de terceros contemple la financiación de dinero por compra diferida, el propietario puede exigirle que antes de llegar a un convenio, usted demuestre (ya sea solo o en forma conjunta con un tercero), su capacidad de devolver la financiación, antes de que el propietario otorgue a un grupo de inquilinos o a un inquilino individual el beneficio de financiación monetaria para compra diferida. Los términos materiales de la venta para los inquilinos son los siguientes:

Todo el efectivo a la vendedora en el acuerdo

Marque aquí SÓLO si se adjunta una hoja separada con los términos materiales.

**SE ADJUNTA UNA COPIA DEL CONTRATO DE COMPRA-VENTA DE TERCEROS
RATIFICADO.**

6. DEPÓSITO

En el momento de la contratación, el grupo de inquilinos o el inquilino individual deben depositar no más que el cinco por ciento (5%) del precio de venta estipulado en el contrato. Este depósito, junto con los intereses acumulados sobre el mismo, es reembolsable ante una incapacidad de buena fe de cumplir en virtud del contrato de compra-venta.

7. PLAZO PARA CONCRETAR LA OPERACIÓN

Si un grupo de inquilinos o un inquilino individual deciden comprar y el propietario acepta, el grupo de inquilinos o el inquilino individual tiene un mínimo de noventa (90) días para obtener financiación o asistencia financiera y concretar la compra de esta unidad habitacional. No obstante, si una institución o agencia de préstamo estima que se tomará una decisión sobre la concesión de financiación o asistencia financiera, dentro de los ciento veinte (120) días después de que el contrato de compra-venta sea ratificado, el propietario otorgará al grupo de inquilinos o al inquilino individual una prórroga que sea congruente con la estimación por escrito.

8. CONTRATO DE COMPRA-VENTA DE TERCEROS Y DERECHO A LA PRIMERA
DENEGACIÓN

A partir de la fecha, el propietario ha aceptado un contrato de compra-venta, que contempla la venta de la unidad habitacional a un tercero, si usted no compra. **El propietario ha adjuntado una copia**

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del contrato de compra-venta de terceros ratificado para su revisión. De acuerdo con la Ley, además de sus derechos estipulados en esta oferta de venta, usted gozará de quince (15) días (derecho a la primera denegación) adicionales para equiparar el contrato de compra-venta de terceros, aunque no presente una declaración escrita, aceptando la oferta del propietario de vender la unidad habitacional o si usted rechaza esta oferta de venta. En caso de presentarse una declaración escrita aceptando la oferta del propietario de vender la unidad habitacional, el período de quince (15) días correspondiente al derecho a la primera denegación comenzará al finalizar el período de negociación.

9. NUEVA OFERTA DE VENTA

Le harán una nueva oferta de venta, si el propietario vende o firma un contrato de compra-venta con un tercero comprador, por un precio que sea más que el diez por ciento (10%) menor que el precio que le ofrecieron a usted o por otros términos que constituirían una negociación sin buena fe. Además, si el propietario no ha contratado o no ha vendido esta unidad habitacional en el transcurso de los doscientos cuarenta (240) días desde la fecha de esta oferta de venta y, si el propietario aún desea vender la unidad habitacional en ese momento, el propietario debe cumplir nuevamente con las disposiciones de la Ley.

10. RENUNCIA

Se le prohíbe renunciar a su derecho de recibir esta oferta de venta. No obstante, al recibir esta oferta de venta, usted puede renunciar a cualquiera de los otros derechos inherentes a los inquilinos por cualquier contraprestación que a su criterio sea aceptable. Debe firmar una declaración escrita por la que renuncie a cualquiera de sus derechos como inquilino. El propietario suministrará a la División de Conversión de la Renta y Ventas una copia del documento de renuncia firmado.

11. ASISTENCIA

Si desea información referida a la asistencia técnica y financiera, puede comunicarse con Servicios de Asesoría de Vivienda, al (202) 667-7006, con El Centro Latino para el Desarrollo Económico, al (202) 540-7417, con la División de Conversión de la Renta y Ventas, al (202) 442-4407, o la Oficina del Asesor de Inquilinos del D.C., al (202) 719-6560.

Si tiene alguna duda con respecto a esta cuestión, por favor llame al Jonathan Wilson
(inserte el nombre del contacto), al número de teléfono (202) 232-0950 x1.

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**NO ELIMINE NI MODIFIQUE NINGUNA PARTE DE ESTA OFERTA DE VENTA
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ÉSTA ES UNA OFERTA DE VENTA, NO UN AVISO DE DESALOJO.

Saluda atentamente (el propietario o el apoderado del propietario debe firmar).

Agente

FIRMA del propietario

3927 9th Street NE LLC

Nombre del propietario EN LETRA DE MOLDE

—————→

Domicilio, ciudad, estado y código postal del
propietario



FIRMA del apoderado del propietario

Jonathan Wilson

Nombre del apoderado del propietario EN
LETRA DE MOLDE

2202 18th Street NW #380

Washington DC 20009

Domicilio, ciudad, estado y código postal del
apoderado del propietario

cc: 1 copia de la oferta de venta, 1 copia del contrato de compra-venta de terceros, declaración jurada y un adjunto del Anexo A, entregado en mano o enviado por correo certificado a:
Departamento de Vivienda y Desarrollo de la Comunidad
División de Conversión de la Renta y Ventas
1800 Martin Luther King, Jr. Avenue, S.E.
Washington, D.C. 20020
Teléfono (202) 442-4407

(Revisado en enero de 04/02/2015)