



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

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

DEAR APPLICANT:

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

Date: _____

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

MacArthur Partners, LLC
c/o ROBTCO Property Management, LLC
206 Riggs Road, NE
Washington, DC 20011

2. Housing Provider's Telephone and E-mail Address: 888.762.8261; rjones@robtco.com

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

4564 MacArthur Boulevard, Unit _____ , Washington, DC 20007

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

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

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

Year	Rental Unit No.	Prior Rent	New Rent	Amount of Increase in Rent Charged	Effective Date Rent Increase of Act	Section of Act	213(a)(2) Rental Unit No.*
2014							
2015							
20__							

☐ [check if additional pages are attached]

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

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

☐ [check if additional pages are attached]

Case Number

Type of Petition/Proceeding

NONE

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

Tenant's Initials

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

<u>Case Number</u>	<u>Type of Surcharge</u>	<u>Amount of Surcharge</u>	<u>Date of Expiration</u>
_____	<u>NONE</u>	_____	_____
_____	_____	_____	_____

☐ [check if additional pages are attached]

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

9. The Housing Accommodation and/or Rental Unit is

☒ subject to the Act, or

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

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

Tenant's Initials

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

Tenant's Initials

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

Tenant's Initials

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

Tenant's Initials

<u>Date</u>	<u>Violation #</u>
_____	<u>NONE</u>
_____	_____

☐ [check if additional pages are attached]

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

Tenant's Initials

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

16. The initial security deposit for the Rental Unit for which application was made is \$_____. The security deposit shall not exceed one month of the rent charged. The security deposit shall be deposited by the Housing Provider in an interest bearing escrow account established and held in trust in a financial institution in the District of Columbia insured by a federal or state agency for the sole purposes of holding such deposits or payments. Interest on the security deposit shall accrue at the statement savings rate prevailing in the DC financial institution in which the funds are held, which rate is reset every six (6) months (January 1st and July 1st). The Housing Provider shall post in the lobby of the building and rental office at the end of each calendar year the following information: where the tenants' security deposits are held and what the prevailing rate was for each (six) 6-month period over the past year. At the end of a Tenant's tenancy, the Housing Provider shall list for the Tenant the interest rate for each (six) 6-month period during the tenancy. Within forty-five (45) days after the termination of the tenancy, the Housing Provider shall do one of the following: (i) tender payment to the Tenant, without demand, any security deposit and any interest due; or (ii) notify the Tenant in writing, to be delivered to the Tenant personally or by certified mail at the Tenant's last known address, of the Housing Provider's intention to withhold and apply the security deposit, and any interest thereon, toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement. If the Housing Provider withholds any portion of the security deposit, and any interest thereon, toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement, the Housing Provider shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses within thirty (30) days, and at the same time give the Tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.

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

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

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

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

Signature of Applicant:

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

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

ROBTCO Property Management, LLC

By: _____

Signature of Housing Provider or Housing Provider's Agent

Date: _____



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.
- 2 The increase in rent charged cannot be more than the increase allowed under any single section of the Act.
- 3 The last increase in rent must have been at least 12 months ago (unless the unit is vacant).
- 4 The increase must not violate the terms of the lease.
- 5 The housing accommodation must be properly registered with the RAD.
- 6 The rental unit and the housing accommodation's common elements must be in substantial compliance with housing regulations.
- 7 The housing provider must give a 30-day notice of any increase in rent.

Allowable Rent Increases Based on CPI-W

The most common allowable increase in rent is an annual adjustment, based on the increase in the Consumer Price Index (CPI-W). For most tenants, the most that their rent can increase is the CPI-W percentage plus 2%, but not more than 10%. For tenants who are elderly or disabled, the maximum increase in rent charged is the CPI percentage only, but not more than 5%.

Allowable increases based on CPI are sometimes called *automatic* -- because no petition or other special steps are required.

Rent Increases When a Unit Becomes Vacant or "Vacancy Increase"

The only exception to the limit of one rent increase per year is when a rental unit becomes vacant. The housing provider can raise the rent charged upon a vacancy to:

- 10% more than was charged to the former tenant, or
- Rent for a comparable rental unit, but not more than 30%.

Comparable rental units have essentially the same square footage and floor plan; comparable amenities and equipment; comparable locations with respect to exposure and height (if exposure and height have previously been factors in the amount of rent charged) and comparable physical condition.

Once there has been a vacancy increase in rent, the housing provider cannot make another increase in rent for 12 months, even if another vacancy occurs.

Other Allowable Rent Increases

A housing provider may choose to seek larger allowable increases under other provisions of the Act, including hardship, capital improvements, services and facilities or substantial rehabilitation, or agreement with 70% of the tenants. The other allowable increases, described in more detail below, are not automatic. The housing provider must petition or otherwise seek the consent of the Rent Administrator, and tenants may choose to participate in the process, often at hearings before an administrative hearing judge.

Hardship

Under the Act, housing providers are allowed to raise rents enough to earn a 12% rate of return on the housing provider's rental property investment.

To apply for this increase, the housing provider must document operating expenses for 12 of the last 15 months preceding the filing of the hardship petition. RAD will notify the tenants that a hardship petition has been filed and allow the tenants to designate a representative to support or oppose it.

RAD performs an audit of the hardship petition and supporting documents. The Rent Administrator issues an order granting or denying the hardship petition. The housing provider and tenants may each submit exceptions and objections to the Rent Administrator's order. If exceptions and objections are submitted, a hearing will be held with OAH to resolve the disputed matters. OAH then issues an order setting the rent increase.

Capital Improvements

A housing provider can petition to raise rents by an amount enough to cover the cost of capital improvements. A capital improvement is an improvement or renovation other than ordinary repair, repair or maintenance if the improvement or renovation is deemed depreciable under the Internal Revenue Code. A housing provider files a petition, serves copies to the tenants, and presents the case to the Office of Administrative Hearings (OAH). The capital improvement petition must be filed no later than 10 calendar days after the installation of the capital improvements. Tenants may support or oppose the petition. If OAH approves the surcharge, the housing provider performs the work and may then raise rents.

OAH makes a ruling on the petition, based on:

- Whether the improvement will protect or enhance the health, safety and security of the tenants or the habitability of the housing accommodation;
- Whether the improvement will be depreciable under the Internal Revenue Code;
- Whether required governmental permits and approvals have been secured; and
- Whether the design and cost of the work are sufficiently documented.

In addition to the work's cost, the housing provider can include financing costs, including interest and service charges. The housing provider must spread the costs of a building-wide improvement project for 96 months. For an improvement to one or more but not all rental units, the costs must be spread over for 64 months. Only units affected by the capital improvements are subject to rent increases.

The surcharge may be no more than 20% of the prior rent charged for a building-wide capital improvement and no more than 15% for an improvement that does not affect all rental units.

The Act allows a housing provider to continue the surcharge until the housing provider has recovered all costs, including interest and service charges, of the capital improvement. Certain low-income elderly and disabled tenants can be exempted from a capital improvement surcharge.

The increase is terminated once the housing provider recovers all costs of the capital improvements. This type of increase in rent is called a *surcharge*.

Services & Facilities

The Act allows an adjustment in rents when related services or facilities supplied by a housing provider or a housing accommodation or for any rental unit in the housing accommodation are increased or decreased.

A housing provider files a petition, serves copies to the tenants, and presents the case for the change at an OAH hearing. Tenants may support or oppose the petition. The OAH makes a ruling on the petition, based on:

- The cost to the tenant of buying alternate related services or facilities comparable;
- The operating cost to the housing provider of the related services or facilities; or
- The fair market value of comparable related services or facilities.

Substantial Rehabilitation

The housing provider may submit a petition to raise rents for a substantial rehabilitation of the housing accommodation. A substantial rehabilitation petition is filed only when proposed rehabilitation cost equals or is more than 50% of the real property tax assessment of the rental unit or housing accommodation. The petition must include detailed plans, specifications and projected costs. The tenants are notified, a hearing is conducted, and the OAH issues a decision before the work starts. The maximum allowed rent increase is 125%.

This rent increase is not a temporary surcharge, but a permanent increase. When determining if a substantial rehabilitation is warranted, OAH considers:

- Whether the substantial rehabilitation is in the interest of the tenants;
- The existing physical condition of the rental unit or housing accommodation as shown by reports or testimony of DC housing inspectors, licensed engineers, architects and contractors, or other qualified experts;
- Whether the existing physical condition impairs or tends to impair the health, safety or welfare of any tenant;
- Whether the existing physical conditions can be corrected by improved maintenance, repair or capital improvement; and
- The impact of the proposed rehabilitation on the tenant or tenants in terms of proposed financial cost, inconvenience, or relocation.

70% Voluntary Agreement

The Act allows tenants of a housing accommodation to enter into a Voluntary Agreement with the housing provider to establish the rent, capital improvements, services and facilities, or repairs and maintenance. If the housing provider initiates the Voluntary Agreement, the tenants must be given at least 14 days to review it following the filing of the Voluntary Agreement with RAD and service on the tenants.

The Rent Administrator must approve the Voluntary Agreement and any conditions in the Voluntary Agreement must be met, before rents can be raised. If approved, the Voluntary Agreement will affect all tenants, including those tenants who did not sign the Voluntary Agreement.

Tenant Petition

A tenant who believes that a rent adjustment is incorrect may file a tenant petition with RAD. When a petition is filed:

1. RAD accepts the Petition,
2. RAD sends the Petition to OAH for a hearing,
3. OAH conducts a hearing,
4. The tenant and the housing provider each present arguments, and
5. OAH issues a decision and order.

A tenant petition may address any perceived violation(s) of the Act.

Protections for Elderly and Disabled People

A tenant who believes he or she fits the definitions of elderly or disabled under the Act must file an application with the Rent Administrator and give a copy of the application to the housing provider.

To qualify:

- As elderly -- a tenant must be at least 62.
- As disabled -- a tenant must have a disability as defined by the Americans with Disabilities Act of 1990 (title 42, section 12102(2)(A) of the *United States Code*).

Act and Regulations

This pamphlet is intended to outline the Act, but does not include every detail. Interested parties are encouraged to review the Act and its regulations, or to ask a lawyer or housing professional for more help.

When laws are enacted, they are called statutes. Later they become part of the DC Official Code; in that process section numbers are changed. The web site shows the law in code form. The agency usually uses statute numbers. The section numbers from the statute appear in the notes below the text of the law.

To find the Act on line, go to

<http://government.westlaw.com/linkedslice/default.asp?rs=gvt1.0&vr=2.0&sp=dcc-1000>

1. Under **Division VII, Property**, click on **Title 42, Real Property**.
2. Click on **Subtitle VII, Rental Housing**.
3. Click on **Chapter 35, Rental Housing Generally**.
4. Click on **Subchapter II, Rent Stabilization Program**, which shows all the sections of the rent-control law.
5. Click on the section you want.

The regulations are part of Title 14 of the DC Municipal Regulations. The complete regulations run from Chapter 38-43, but Chapter 42 has most key provisions.

To find the regulations on line, go to

<http://os.dc.gov/os/cwp/view,a,1206,q,522357,osNav,%7C31374%7C.asp>

1. Click on **DCMR and DCR Online**
2. Click on **DCMR Basic Version**
3. On the left side of the screen, click on **CONTENTS**
4. Click on **Title 14, Housing**
5. Click on **Chapter 42** (or other chapter of interest).

The regulations can be printed from the site.

Where to Get Help

For a list of organizations that provide help and support to housing providers and tenants, go to the end of this pamphlet.

At the time this pamphlet was prepared, the regulations had not been revised to correspond with the latest version of the law.

Help for Tenants & Housing Providers

These organizations can help housing providers and tenants.

DC Law Students in Court Program

806 7th Street, NW, Suite 300
Washington, DC 20001
(202) 638-4798
www.dclawstudents.org

Neighborhood Legal Service Program, Southeast/Southwest

3101 Martin Luther King, Jr. Ave, SE
Washington, DC 20002
(202) 678-2000
www.nlsp.org

Neighborhood Legal Service Program, Northwest/Northeast

680 Rhode Island Avenue, NE
Washington, DC 20001
(202) 269-5100
www.nlsp.org

Neighborhood Legal Service Program, Northeast

4645 Nannie Helen Burroughs Avenue, NE
Washington, DC 20019
(202) 399-1346
www.nlsp.org

DC Bar Pro Bono Program Legal Advice and Referral Clinic/ Bread for the City

1525 7th Street, NW
Washington, DC 20001
(202) 265-2400
www.breadforthecity.org

DC Bar Pro Bono Program Legal Advice and Referral Clinic/ Bread for the City

1640 Good Hope Road, SE
Washington, DC 20020
(202) 561-8587
www.breadforthecity.org

Rent Control Consultants *

60 Market Street, NW, Suite 211
Gaithersburg, MD 20878
(240) 361-6161
www.rentcontrolconsultants.com

DC Bar Association Referral Service

(202) 296-7845
www.badc.org/html/lawref.htm

Legal Aid Society of the District of Columbia – main office

1331 H Street, NW, Suite 350

Washington, DC 20005
(202) 628-1161
www.legalaiddc.org

Legal Aid Society of the District of Columbia in SE

2041 Martin Luther King Jr. Avenue, SE, Ste. 400
Washington, DC 20020
(202) 628-1161
www.legalaiddc.org

Legal Aid Society of the District of Columbia in SE

THE ARC 1901 Mississippi Avenue, SE
Washington, DC 20020
(202) 628-1161
www.legalaiddc.org

Housing Counseling Services

2410 17th St. NW, Suite 100
Adams Alley Entrance
Washington, DC 20009
(202) 667-7006
www.housingetc.org

Archdiocesan Legal Network of Catholic Charities **

924 G St., NW Washington,
DC 20001
(202) 772-4300
<http://www.catholiccharitiesdc.org>

Landlord/Tenant Resource Center

Superior Court Building B, Room 115 510 4th Street,
NW Washington, DC 20001
(202) 508-1710
http://www.dccourts.gov/dccourts/superior/civil/landlord_tenant.jsp

University of the District of Columbia David A. Clarke School of Law Housing/Consumer Clinic **

4200 Connecticut Avenue, NW, Bldg. 38
Washington, DC 20008
(202) 274-5120
<http://www.law.udc.edu/programs/housing/index.html>

**Department of Housing and Community
Development Housing Regulation Administration,
Rental Accommodations Division Housing Service
Center**

941 North Capitol Street, NE, Suite 7100 Washington,
DC 20002

(202) 442-4610 www.dhcd.dc.gov – click on
“Rental Property Services”

**Housing Provider Ombudsman - Dept. of Housing and
Community Development ***

941 North Capitol Street, NE, Suite 7100 Washington,
DC 20002

(202) 442-4569
www.dhcd.dc.gov

Department of Consumer and Regulatory Affairs

941 North Capitol Street, NE
Washington, DC 20002

(202) 442-4400
www.dkra.dc.gov

Office of the Tenant Advocate

941 North Capitol Street, NE, 7th Floor
Washington, DC 20002

(202) 442-8359
www.ota.dc.gov

**George Washington University
Community Legal Clinic**

2000 G Street, NW Washington,
DC 20052

(202) 994-7463 www.law.gwu.edu/Academics -
click on “legal clinics”

Harrison Institute for Public Law **

111 F Street, NW, Room 102
Washington, DC 20001

(202) 662-9600
www.law.georgetown.edu/clinics/hi

**Columbus Community Legal Clinic Catholic
University School of Law**

3602 John McCormick Road, NE
Washington, DC 20008

(202) 319-6788
www.law/cua/edi/clinics/clc

* For Housing Providers only ** For
Tenants only

Legal Counsel for the Elderly

601 E Street, NW, Suite A4400
Washington, DC 20049

(202) 434-2170
www.aarp.org/lce

**Apartment and Office Building Association of
Metro Washington***

1050 17th Street, NW, Suite 300 Washington,
DC 20036

(202) 296-3390 [www.aoba-
metro.org](http://www.aoba-metro.org)

Latino Economic Development Corporation

2316 18th Street, NW Washington,
DC 20009 <http://www.ledcdc.org/>

Lydia's House

3939 South Capitol St., SW Washington,
DC 20032

(202) 373-1050
<http://www.lydiashousendc.org/>

**Marshall Heights Community
Development Organization**

3939 Benning Road, NE, 2nd Floor Washington,
DC 20019

(202) 396-1200
<http://www.mhcdo.org/>

University Legal Services

2201 I Street, NE, Suite 130 Washington,
DC 20002

(202) 547-4747 [http://www.uls-
dc.org/](http://www.uls-dc.org/)

University Legal Services

3220 Pennsylvania Avenue, SE, Suite 4 Washington, DC
20020

(202) 442-7180 [http://www.uls-
dc.org/](http://www.uls-dc.org/)

Office of Administrative Hearings

825 North Capitol Street, NE, Suite 4150 Washington, DC
20002

(202) 442-9091
www.oah.dc.gov

Rental Housing Commission

941 North Capitol Street, NE, Suite 9200 Washington, DC
20002

(202) 442-8949
www.dhcd.dc.gov

DISTRICT OF COLUMBIA OFFICE OF THE TENANT ADVOCATE

District of Columbia Tenant Bill of Rights

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

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

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

9. **QUIET ENJOYMENT AND RETALIATION:** The landlord may not unreasonably interfere with the tenant's comfort, safety or enjoyment of a rental unit, whether for the purpose of causing the housing accommodation to become vacant or otherwise (D.C. Official Code § 42-3402.10). The landlord may not retaliate against you for exercising any right of tenancy. Retaliation includes unlawfully seeking to recover possession of your unit, to increase the rent, to decrease services or increase your obligations; and also includes violating your privacy, harassing you, or refusing to honor your lease. (D.C. Official Code § 42-3505.02)
10. **DISCRIMINATION:** The landlord may not engage in discriminatory acts based upon the actual or perceived: race, color, religion, national origin, sex, age, marital status, genetic information, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, status as a victim of an intra-family offense, or place of residence or business of any individual. Discriminatory acts include refusing to rent; renting on unfavorable terms, conditions, or privileges; creating a hostile living environment; and refusing to make reasonable accommodations to give a person an equal opportunity to use and enjoy the premises. (D.C. Official Code § 2-1401.01 *et seq.*)
11. **RIGHT TO ORGANIZE:** The landlord may not interfere with the right of tenants to organize a tenant association, convene meetings, distribute literature, post information, and provide building access to an outside tenant organizer. (D.C. Official Code § 42-3505.06)
12. **SALE AND CONVERSION:** Tenants must be given the opportunity to purchase an accommodation before the landlord sells or demolishes the accommodation or discontinues the housing use. The landlord may not convert the rental accommodation to a cooperative or condominium unless a majority of the tenants votes for the conversion in a tenant election certified by the District's Conversion and Sale Administrator. (D.C. Official Code §§ 42-3404.02 & 42-3402.02)
13. **RELOCATION ASSISTANCE:** If you are displaced by alterations or renovations, substantial rehabilitation, demolition, or the discontinuance of the housing use, you may have the right to receive relocation assistance from your landlord. (D.C. Official Code § 42-3507.01)
14. **EVICTIION:** The landlord may evict you only for one of ten specific reasons set forth in Title V of the Rental Housing Act of 1985. For example, you may *not* be evicted just because your lease term expires, or because the rental property has been **sold** or **foreclosed** upon. Even if there is a valid basis to evict you, the landlord may not use "self-help" methods to do so, such as cutting off your utilities or changing the locks. Rather, the landlord must go through the judicial process. You generally must be given a written Notice to Vacate (an exception is non-payment of rent where you waive the right to notice in the lease); an opportunity to cure the lease violation, if that is the basis for the action; and an opportunity to challenge the landlord's claims in court. Finally, any eviction must be pursuant to a court order, and must be scheduled and supervised by the U.S. Marshal Service. (D.C. Official Code § 42-3505.01)

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

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

LEAD-BASED PAINT DISCLOSURE FORM

Federal 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.

ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:

4564 MacArthur Boulevard, Unit , Washington, DC 20007

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.*, requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of *(Insert Full Address of Property)*

4564 MacArthur Boulevard, Washington, DC 20007

and affirm that the following answers state what I reasonably know about my property.

CHECK ONE BOX UNDER A, B, AND C, BELOW.

A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:

- ☐ Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint at this property):
-
- ☐ To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.
- ☐ While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978.

B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

NOTE: The following definitions must be followed to comply with District law.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: “Lead-based paint hazard” means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. *See* D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: “Presumed lead-based paint” means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. *See* D.C. Official Code § 8-231.01(32).

☐ I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint hazards at this property):

☐ To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:

☐ There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

☐ There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows: _____

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act’s requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties.

D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

ROBTCO Property Management, LLC

By: _____
NAME OF OWNER/OWNER’S AUTHORIZED AGENT

DATE



GOVERNMENT OF THE
DISTRICT OF COLUMBIA



ACKNOWLEDGEMENT FORM

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

ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:

4564 MacArthur Boulevard, Unit _____, Washington, DC 20007

Lessee's Acknowledgement

☒ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): _____

☒ I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): _____

Lessee's Signature

Date

Prospective Purchaser's Acknowledgement

☐ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): _____

☐ I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): _____

Prospective Purchaser's Signature

Date

Agent's Acknowledgement

☒ I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

Agent's Signature

Date

Lead Paint – Federal Disclosure

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

RE: 4564 MacArthur Boulevard, Unit, , Washington, DC 20007

Property Address

LEAD WARNING STATEMENT

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

_____ (a) **Presence of lead-based paint and/or lead-based paint hazards (check one below):**
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____ ☐ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) **Records and reports available to the seller/landlord (check one below):**

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

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

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

_____ (c) Purchaser/Tenant has read the Lead Warning Statement above

_____ (d) Purchaser/Tenant has received copies of all information listed above. ☐ Yes ☐ No ☐ None listed

_____ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. ☐ Yes ☐ No

_____ (f) Purchaser has (check one below):

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

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

_____ (g) Agent has informed the seller/landlord of the seller's/landlord'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 provided by the signatory is true and accurate.

ROBTCO Property Management, LLC

By: _____
Landlord's Agent Date

_____, Tenant Date

_____, Tenant Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

District Department of the Environment

Lead and Healthy Housing Division
Compliance & Enforcement Branch



TENANT RIGHTS UNDER THE DISTRICT'S LEAD LAW

(for tenants in rental housing built before 1978)

As a tenant in the District of Columbia, you are entitled to live in a property that is free of lead-based paint hazards, including in common areas, such as halls and laundry rooms.

A lead-based paint hazard exists if peeling, chipping, or otherwise deteriorating paint conditions are present. A lead-based paint hazard can also exist if there are tiny lead particles mixed into household dust, or into bare soil in a yard at the property.

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

YOUR RIGHTS BEFORE SIGNING A LEASE

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

YOUR RIGHTS UNDER THE LEAD LAW AFTER YOU MOVE IN

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

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

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

include:

A. Protection against retaliation by your landlord

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

B. Conditions for entrance to your unit by landlord or by landlord's hired help

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

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

C. Refusal to let the landlord into your unit

If after you get the landlord's advance notice, you refuse to let the landlord or his/her hired help into your home to do lead-related work or conduct a lead inspection, the landlord may no longer be required to perform the lead-based paint hazard activity. If you do not have a valid reason for refusing to let the landlord into your home to take care of a lead problem, and the landlord can show that you did not allow access to the unit after receiving at least seven (7) days notice, the landlord will not be in violation of the District's lead law, unless:

- You had a reasonable basis for saying, "do not enter" (for example, if the person the landlord has chosen to do the work is not properly certified to do this kind of work); or
- You provided a reasonable alternative that would enable the landlord to gain access (for example, you do not want to let the landlord in at 7 AM but would allow access at 9 AM), and the landlord refused to comply with your reasonable conditions.

If you refuse access to your home, access may be granted by the Superior Court through use of a warrant.

D. Requirement for lead-safe work practices

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

E. Access to Lead Reports

You have a right to review and photocopy any reports that your landlord has,

relating to lead conditions about the building you live in. Property owners must make these reports accessible to tenants and to tenants' agents, at reasonable hours and at a location reasonably close to the property.

F. Temporary moves

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

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

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

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

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

ROBTCO Property Management, LLC

By:

Owner or Agent's Signature

Date

Prospective or Current Tenant's Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

District Department of the Environment

Lead and Healthy Housing Division
Compliance & Enforcement Branch



DERECHOS DEL INQUILINO CONFORME A LA LEGISLACIÓN DE PLOMO DEL DISTRITO

(para los inquilinos de hogares construidos antes de 1978)

En calidad de inquilino del Distrito de Columbia, usted tiene el derecho a vivir en una propiedad que esté libre de peligros de pintura a base de plomo, que incluye áreas comunes, tales como pasillos y lavanderías. Un peligro de pintura a base de plomo existe si hay desprendimientos, fragmentos o condiciones deterioradas de pintura. Un peligro de pintura a base de plomo también puede existir si existen partículas diminutas de plomo mezcladas con el polvo del hogar, o en el suelo en un patio de la propiedad.

Los derechos que posee en calidad de inquilino conforme a cualquier legislación del Distrito de Columbia no están afectados de ninguna manera por sus derechos conforme a esta legislación del plomo.

SUS DERECHOS ANTES DE FIRMAR UN CONTRATO DE ALQUILER

Antes de que firme cualquier contrato de alquiler en el Distrito de Columbia, su propietario debe entregarle un formulario de divulgación de los peligros de la pintura a base de plomo, y si un miembro de su hogar es un niño de menos de seis (6) años de edad, o una mujer embarazada, el propietario también debe entregarle un Informe de Autorización con fecha que comprenda un período máximo de doce (12) meses antes de la fecha de su mudanza. Un Informe de Autorización es un documento que establece que su hogar ha sido verificado respecto de los peligros de pintura a base de plomo, y que no se encontró ninguno.

SUS DERECHOS CONFORME A LA LEGISLACIÓN DEL PLOMO DESPUÉS DE QUE SE HAYA MUDADO

Si un miembro de su hogar o alguien que lo visite, de manera habitual, es ya sea un niño de menos de seis (6) años de edad o una mujer embarazada, usted puede solicitarle a su propietario, por escrito, que le entregue un Informe de Autorización. Luego, el propietario tiene 30 días para entregarle un Informe de Autorización que no tenga una antigüedad mayor a doce (12) meses. Un Informe de Autorización es un documento que establece que su hogar ha sido verificado respecto de los peligros de pintura a base de plomo, y que no se encontró ninguno.

Si usted ve pintura que está fragmentada o desprendida, deberá notificarle a su propietario acerca de la condición. Tener pintura fragmentada, desprendida o deteriorada

en cualquier hogar construido antes de 1978 constituye una violación a la ley. Si su propietario no repara la pintura o en la reparación de la pintura, no hace el trabajo de manera segura, entonces usted puede llamar al Departamento de Medio Ambiente del Distrito (DDOE, por sus siglas en inglés) al 202-535-1934 para presentar una demanda. Un especialista de plomo hará seguimiento y se comunicará con usted para tratar la situación y determinar si es apropiada una inspección de plomo por el DDOE.

Si el Gobierno del DC encuentra un peligro de pintura a base de plomo en su hogar, el DDOE le ordenará a su propietario eliminar el peligro y hará seguimiento para garantizar que el trabajo de reparación se realice de conformidad con las reglamentaciones del plomo del DC.

Entre sus otros derechos conforme a la legislación del plomo del Distrito, se incluye:

A. Protección contra represalias por parte de su propietario.

Su propietario no puede desalojarlo ni sancionarlo por el hecho de que usted haya usado cualquiera de los derechos tratados en esta notificación.

B. Condiciones para el ingreso a su unidad por el propietario o por la ayuda contratada por el propietario

Una vez que usted se mude a su unidad alquilada, en calidad de inquilino, usted debe permitir el acceso a su hogar en horarios razonables. El propietario debe entregarle una notificación escrita por adelantado, al menos 48 horas antes de que el propietario quiera ingresar para hacer trabajos relacionados con los peligros de pintura a base de plomo. Esta notificación por adelantado debe:

- Describir el trabajo que hará en su unidad, incluido el lugar de su casa donde el trabajo tendrá lugar.
- Explicar cómo el propietario propone separar las áreas de trabajo del resto de la unidad, para eliminar la posibilidad de polvo o residuos que se dispersen fuera del área de trabajo, y
- Establecer cuándo el trabajo puede comenzar y cuándo se espera que termine.

C. Rechazar el permiso de ingreso del propietario en su unidad

Si después de recibir la notificación por adelantado del propietario, usted rechaza el ingreso a su hogar del propietario o su ayudante contratado para que realice el trabajo relacionado con el plomo o realice una inspección de plomo, podría no exigírsele más al propietario que realice la actividad de peligro de pintura a base de plomo. Si usted no tiene una razón válida para rechazar el ingreso del propietario en su hogar para que se haga cargo de un problema relacionado con el plomo, y el propietario puede demostrar que usted no le permitió el acceso a la unidad después de recibir la notificación al menos con siete (7) días de antelación, el propietario no estará violando la legislación del plomo del Distrito, a menos que:

- Usted tuviera un fundamento razonable para decir, “no ingrese” (por ejemplo, si la persona que el propietario ha elegido para realizar el trabajo no está apropiadamente certificada para hacer este tipo de trabajo); o bien
- Usted proporcionara una alternativa razonable que le permitiría al propietario obtener acceso (por ejemplo, usted no quiere permitir el ingreso del propietario a

las 7 de la mañana, pero permitiría el acceso a las 9 de la mañana), y el propietario rechazó cumplir con sus condiciones razonables.

Si usted rechazó el acceso a su hogar, el acceso puede otorgarlo el Tribunal Superior a través del uso de una garantía.

D. Requisitos para las prácticas laborales seguras para el plomo

Los trabajadores que remuevan los peligros del plomo de la unidad deben seguir las “prácticas laborales seguras para el plomo” y, por lo tanto, cualquiera que realice trabajos de mantenimiento, reparación o renovación que involucre excavaciones, serrado, o por el contrario, pintura preocupante. Estas son las pautas de desempeño laboral que están reglamentadas por el Gobierno.

E. Acceso a los informes de plomo

Usted tiene el derecho a revisar y fotocopiar cualquier informe que tenga su propietario, relacionado con las condiciones del plomo acerca del edificio donde usted vive. Los propietarios deben hacer que estos informes estén accesibles a los inquilinos y representantes de inquilinos, en horarios razonables y en una ubicación razonablemente cerca de la propiedad.

F. Mudanzas temporales

Debido a la gravedad de cualquier peligro identificado de pintura a base de plomo que pueda encontrarse en su hogar, el Gobierno del DC puede exigir que usted se mude temporalmente, para proteger a cualquier niño de menos de seis años de edad o mujer embarazada que viva en su hogar de una posible exposición al plomo. El costo de la mudanza temporal será pagado por el propietario. La mudanza temporal duraría hasta que se hayan encargado de todos los peligros de pintura a base de plomo de su hogar, y usted tendría una cantidad de tiempo razonable para volver a mudarse a su hogar. El Gobierno debe entregarle una notificación de “Orden para reubicarse” dentro de un plazo de antelación de cinco (5) días de la fecha en que el trabajo para remover el plomo comience.

SUS DERECHOS RESPECTO DE LAS MUDANZAS TEMPORALES, DE REQUERIRSE DURANTE EL TRABAJO EN SU UNIDAD

Si el Gobierno del DC exige que usted se mude para protegerlo a usted o a los miembros de su hogar de los efectos de la exposición a los peligros de la pintura a base de plomo, usted tiene los siguientes derechos:

- Usted tiene el derecho a recibir una notificación escrita con antelación de 14 días que indique cuándo se le solicitará a usted mudarse temporalmente, a menos que usted acepte mudarse antes o el Gobierno del Distrito decida que la notificación con mayor antelación es necesaria debido a las condiciones de emergencia amenazantes a la salud en su unidad.
- Usted tiene el derecho a reubicarse temporalmente en una unidad segura, similar en el mismo edificio donde vive, si existe alguna unidad disponible. Si no existe ninguna unidad disponible, el propietario debe hacer todos los esfuerzos razonables para mudarlo a un lugar seguro en el mismo barrio o distrito escolar donde su unidad se encuentra, y cerca del transporte público de ser posible.

- Usted tiene el derecho a hacer sus propios arreglos para un hogar temporal, en vez de mudarse al hogar que elija el propietario para usted. Aun así, su propietario tiene que pagar los gastos de reubicación razonables.
- Usted tiene el derecho a regresar al hogar desde la ubicación temporal tan pronto como se realice el trabajo de eliminación del peligro del plomo, sin un aumento en el alquiler ni ningún cambio al contrato de alquiler.
- Usted tiene el derecho a recibir una copia del Informe de Autorización antes de regresar a su unidad, para documentar que los peligros de pintura a base de plomo y las condiciones subyacentes que contribuyeron a ellos hayan sido, de hecho, eliminados de su unidad.

En caso de que tenga alguna duda acerca de sus derechos, comuníquese con la Oficina del Defensor del Inquilino, al (202) 719-6560.

ROBTCO Property Management, LLC

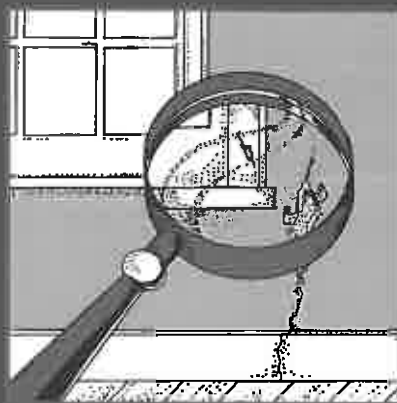
By: _____

La firma del agente del dueño o dueño

Fecha

Firma del inquilino prospectivo o actual

Fecha



Protect Your Family From Lead In Your Home



U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

EPA747-K-99-001
September 2001

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS have to give you this pamphlet before starting work.

IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Center at **1-800-424-LEAD (424-5323)**.

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IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

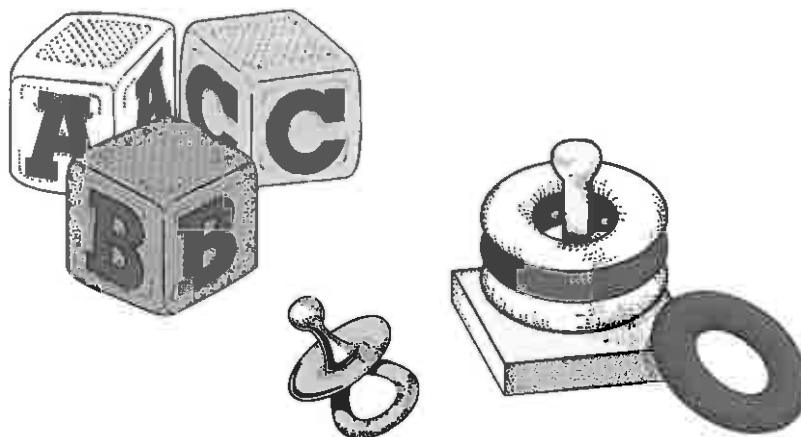
Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children than adults because:

- ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



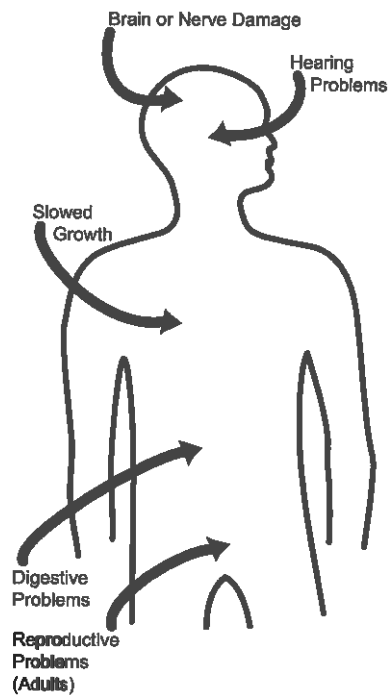
Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



***Lead affects
the body in
many ways.***

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside *and* outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

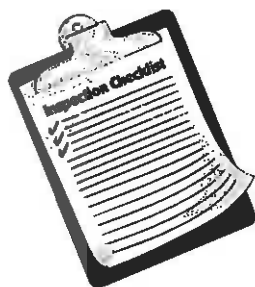
- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home checked for lead in one of two ways, or both:

- ◆ A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

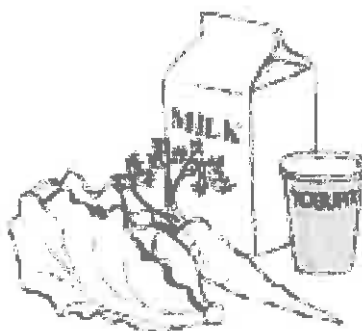
There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call **1-800-424-LEAD** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your local agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

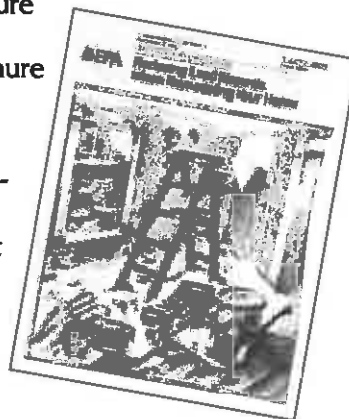
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



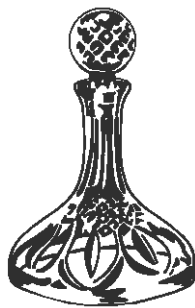
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD**.

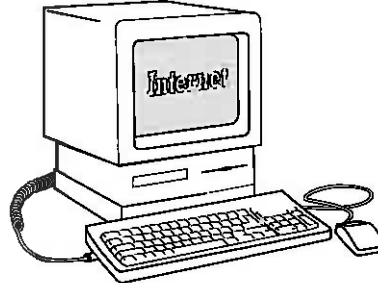


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's website at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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