



District of Columbia Department of Housing and Community Development

Housing Regulation Administration – Rental Conversion and Sale Division

1800 Martin Luther King, Jr. Avenue, S.E.

Washington, DC 20020

Telephone (202) 442-4407 | www.dhcd.dc.gov

**INSTRUCTIONS FOR PREPARING AND ISSUING
AN OFFER OF SALE WITHOUT A THIRD PARTY SALE CONTRACT FOR A
SINGLE RENTED FAMILY HOUSE, SINGLE RENTED CONDOMINIUM UNIT OR
SINGLE RENTED COOPERATIVE UNIT**

PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY

These instructions apply to an Offer of Sale (Form B) for the sale of a single rented family house, single rented residential condominium unit or single rented residential cooperative unit. This Offer of Sale (Form B) is used when an owner gives the tenants an opportunity to purchase **before** the owner has accepted (ratified) a third party sale contract for the housing accommodation.

INSTRUCTIONS FOR ISSUING THE OFFER OF SALE (FORM B)

1. Do not delete or alter any part of the Offer of Sale (Form B).
2. Fill in the date, name of each tenant, and indicate whether the housing accommodation is a single family house, a single condominium unit (include the unit number) or single cooperative unit (include the unit number). Each tenant must receive a separate Offer of Sale (Form B) addressed to him or her.
3. The selling price and the material terms of the sale must be stated in the Offer of Sale (Form B). The material terms include the type of financial arrangements, if any, the owner will accept at settlement. If the material terms do not fit in the space provided, attach a supplemental page listing those additional material terms to the Offer of Sale (Form B).
4. The address and telephone number of the owner, or the owner's agent, **must** be stated on the Offer of Sale (Form B).
5. The owner or the owner's agent, must sign his or her full name on the Offer of Sale (Form B). For the purposes of legibility, a printed or typed name must also be placed on the appropriate line. An individual's **name**, not a business name, must be on this line. The name of the business may be placed in the address area.
6. When the owner ratifies a third party sale contract, the owner or the owner's agent must send each tenant a notice, called a First Right of Refusal (Form C), along with a copy of the ratified third party sale contract. See "Right of First Refusal" (Form C).
7. Send each tenant the Offer of Sale (Form B) by **certified mail**. (Faxing or emailing the Offer of Sale (Form B) is **NOT** proper delivery).
8. One (1) copy of the Offer of Sale (Form B) must be sent **by certified mail** to or **filed in person** at the Rental Conversion and Sale Division. **Do NOT send the Offer of Sale (Form B) by facsimile or email.** **Faxing or emailing an Offer of Sale is NOT proper delivery.**

9. **The owner or the owner’s agent must certify that the Rental Conversion and Sale Division and each tenant were sent copies of the Offer of Sale (Form B) on the same day.** Fill in and sign the attached affidavit, and include the completed and signed affidavit to the Rental Conversion and Sale Division when the Offer of Sale (Form B) is sent or delivered. Attach a list of tenants to the Affidavit and label the list “Exhibit A.”

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(Revised 04/02/2015)

AFFIDAVIT OF DELIVERY OF OFFER OF SALE
WITHOUT A THIRD PARTY CONTRACT
FOR HOUSING ACCOMMODATIONS CONSISTING OF 1 RENTAL UNIT

PROPERTY ADDRESS: _____

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

1. That on _____ at _____ 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 _____, with proper postage affixed for delivery by certified mail, containing a true, correct and complete copy of the Offer of Sale dated _____ for the housing accommodation located at the above stated address;

2. 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 _____ 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 _____ 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

3. 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.

Date

Signature

Print Name

FORM B

DO NOT DELETE OR ALTER ANY PART OF THIS OFFER OF SALE

OFFER OF SALE & TENANT OPPORTUNITY TO PURCHASE WITHOUT
A THIRD PARTY SALE CONTRACT FOR A SINGLE RENTED FAMILY HOUSE,
A SINGLE RENTED CONDOMINIUM UNIT OR A SINGLE RENTED COOPERATIVE UNIT

BY CERTIFIED MAIL

DATE: _____

Dear _____:

This is to advise you of the owner's offer to sell the

(Check one)

- Single Family House
 Condominium Unit Number _____
 Cooperative Unit Number _____

in which you live located at _____, Washington,
D.C. _____.

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

If you wish to respond to this Offer of Sale, you shall provide **both** the owner and the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division with a written statement accepting the owner's offer to sell the housing accommodation either by certified mail or hand delivery on or before the thirtieth (30th) day after you received this Offer of Sale, or the Rental Conversion and Sale Division's receipt of this Offer of Sale, whichever date is later.

If you fail to provide a written statement accepting the owner's offer to sell the housing accommodation to the owner and the Rental Conversion and Sale Division during the thirty (30) day response time period, your 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) if floor plan is not available, owner must tell you in writing; (3) an itemized list of monthly operation expenses; (4) utility consumption rates and capital expenditures for each of the two (2) preceding calendar years; and (5) the most recent rent roll, listing of tenants and a list of vacant rental units.

4. NEGOTIATION

FORM B

DO NOT DELETE OR ALTER ANY PART OF THIS OFFER OF SALE

If you properly submit your written statement accepting the owner's offer to sell the housing accommodation to the owner and the Rental Conversion and Sale Division, you have a minimum of sixty (60) days to ratify a sale contract with the owner.

5. PRICE AND MATERIAL TERMS

The asking price for the housing accommodation is \$_____. You must be informed of the type of financial arrangements, if any, the owner will accept at settlement. The owner may not require that you 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 deferred purchase money financing. The material terms of the sale for the tenant(s) are as follows:

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

6. DEPOSIT

At the time of contracting, you are 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 you decide to purchase and the owner accepts your offer, you will have a minimum of sixty (60) 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 ninety (90) days after the sale contract is ratified, the owner will provide you 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 **not** accepted a sale contract to sell the housing accommodation to another party. If the owner accepts a third party sale contract, the owner will send you a copy of the ratified contract and a Right of First Refusal to each tenant. 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

FORM B

DO NOT DELETE OR ALTER ANY PART OF THIS OFFER OF SALE

which would constitute bargaining without good faith. In addition, if the owner has not contracted or sold this housing accommodation within one hundred eighty (180) 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 of your other tenant’s rights in exchange for any consideration which you find acceptable. You must sign a written statement waiving any of your tenant’s 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.

If you have any questions regarding this matter, please call _____ (insert contact name) on telephone number (_____)_____.

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

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

Owner’s <u>SIGNATURE</u>	Owner’s Agent’s <u>SIGNATURE</u>
Owner’s <u>PRINTED</u> Name	Owner’s Agent’s <u>PRINTED</u> Name
Owner’s Address, City, State & Zip Code)	Owner’s Agent’s Address, City, State & Zip Code)

cc: 1 copy of the Offer of Sale, Affidavit and an Exhibit A attachment by certified mail or hand delivery to:
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Rental Conversion and Sale Division
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Washington, D.C. 20020
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(Revised 04/02/2015)