

CHANNEL SQUARE

APARTMENTS

LEASING APPLICATION REQUIREMENTS

The following items must be submitted before the application can be completely processed. Please note, all adult household members and cosigners must submit an application and all supplemental information.

- **\$50 Non Refundable Application Fee**

Please make payments in the form of a **money order or cashier's check** payable to Channel Square Apartments. An application fee is required for all adult members.

- **Social Security Card**

A copy of the **original** social security card for each applicant must be submitted with your application. A copy will be made and the original given back to the applicant.

- **Proof of Identity**

A copy of photo identification for each applicant must be submitted with your application. A copy will be made and the original given back to the applicant. The following items are acceptable forms of identification. All documents must have a picture and clearly list the complete name of the applicant.

- State Issued Drivers License or ID
- Military or Government ID
- US Passport or Visa

- **Proof of Income**

Please provide any of the following:

- 6 consecutive and consistent most recent pay check stubs
- W-2- If the applicant is currently working with the same employer
- Hire or Offer letter from an anticipated employer (please ensure a start date is listed)
- Proof of No Income or Other Income – Applicant may submit a notarized letter stating unemployment, no income, or other means of financial support
- Other-Statement of government/state issued payments/benefits

- **\$300 Holding Deposit – Due before Notice of Application Approval**

This payment is used to secure the unit being offered and is applied to the security deposit should the applicant accept the unit being offered. This payment becomes non refundable after seven business days from the notice. Please make payments in the form of a **money order or cashier's check payable** to Channel Square Apartments.

- **Applicant Disclosure Form – Provided to the applicant once all documents are submitted**

This documents the rental amount and unit the applicant is applying for. This document must be signed prior to the application being processed.

EAGLE POINT MANAGEMENT, LLC



MULTIFAMILY HOUSING MANAGERS

APPLICATION FOR RENTAL - _____

(USE PEN ONLY; PLEASE PRINT)

Name: _____ Date: _____ Time: _____

Current Address: _____

Current Phone Number: _____ Bedroom size requested: _____

Do you require special accommodations? _____
 Applications are placed in order of date and time received. An applicant may be interviewed only after the receipt of this resident application.

A. HOUSEHOLD COMPOSITION

List ALL persons who will live in the apartment. *List Head of Household first*

	Name	Birth Date	Relationship to Head	Marital Status	M Or F	Social Security or Federal Tax ID Number	Student Status* Yes or No	Student FT or PT
Head				[] Single [] Married [] Divorced [] Widowed [] Separated [] Minor			[] Yes [] No	
Co-Head				[] Single [] Married [] Divorced [] Widowed [] Separated [] Minor			[] Yes [] No	
3.				[] Single [] Married [] Divorced [] Widowed [] Separated [] Minor			[] Yes [] No	
4.				[] Single [] Married [] Divorced [] Widowed [] Separated [] Minor			[] Yes [] No	
5.				[] Single [] Married [] Divorced [] Widowed [] Separated [] Minor			[] Yes [] No	
6.				[] Single [] Married [] Divorced [] Widowed [] Separated [] Minor			[] Yes [] No	

Do you want to be considered: [] Mobility Impaired [] Vision Impaired [] Hearing Impaired [] Impaired [] N/A

Do you anticipate any additions to this household in the next twelve months or does someone live with you now that is not listed above? [] Yes [] No Explain: _____

B. ADDITIONAL INFORMATION

Are you or any member of your household currently using an illegal substance? [] Yes [] No

Have you or any member of your household ever been convicted of drug use or manufacture or any other felony? [] Yes [] No
 If yes, describe _____

Have you or any member of your household ever:
 Been evicted from any housing? [] Yes [] No Been sued for rent? [] Yes [] No
 Broken a lease? [] Yes [] No Been sued for property damage? [] Yes [] No

Have you ever filed for bankruptcy? [] Yes [] No
 If yes, describe _____

EAGLE POINT MANAGEMENT, LLC



MULTIFAMILY HOUSING MANAGERS

APPLICATION FOR RENTAL - _____

ADDITIONAL INFORMATION (cont.)

Have you or any member of your household ever been convicted, plead guilty, received probations, deferred adjudication, court-ordered supervision, or pre-trial diversion for a felony, sex-related crime or misdemeanor assault against another person? Yes No

Will you take an apartment when one is available? Yes No

Briefly describe your reasons for applying _____

PETS: Do you own any pets or service animals? Yes No

If yes, describe _____

C. EMPLOYER INFORMATION

(Please indicate a status if a member is not employed, i.e.: "Unemployed" or "Student")

Head of Household Name: _____

Employer: _____

Address: _____ Phone #: _____

Position Held: _____ Salary/Monthly Income: _____

Co-Head of Household Name: _____

Employer: _____

Address: _____ Phone #: _____

Position Held: _____ Salary/Monthly Income: _____

Other Occupant Name: _____

Employer: _____

Address: _____ Phone #: _____

Position Held: _____ Salary/Monthly Income: _____

Other Occupant Name: _____

Employer: _____

Address: _____ Phone #: _____

Position Held: _____ Salary/Monthly Income: _____

Is any member of your household claiming zero income? Yes No

(This means you have no source of income such as wages, interests, dividends, Social Security, SSI, and/or other assistance)

If yes, which member(s): _____

Do you anticipate any changes in income in the next 12 months? Yes No

If yes, explain: _____



EAGLE POINT MANAGEMENT, LLC



MULTIFAMILY HOUSING MANAGERS

APPLICATION FOR RENTAL - _____

D. HOUSING REFERENCE – At least 24 months of consecutive history is required

Current Home Address:	From:	To:
City, State, Zip:		
Home Phone #:	Work Phone #:	
<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Live with Friend/Relative	Monthly Payment:	
Landlord Name:	Landlord Phone #:	
Mortgage Company Name:	Mortgage Co. Phone #:	

Previous Home Address:	From:	To:
City, State, Zip:		
Home Phone #:	Work Phone #:	
<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Live with Friend/Relative	Monthly Payment:	
Landlord Name:	Landlord Phone #:	
Mortgage Company Name:	Mortgage Co. Phone #:	

Use a separate sheet of paper for other household members with different addresses than listed above.

E. VEHICLE INFORMATION

VEHICLES: List any cars, trucks or other vehicles owned. (Parking will be provided for one vehicle. Arrangements with management will be necessary for more than one vehicle.)

Type of Vehicle _____ Year/Make _____ Color _____
License Plate # _____

Type of Vehicle _____ Year/Make _____ Color _____
License Plate # _____

A. APPLICATION AGREEMENT – Please Initial

- Application Fee:** You have delivered to our representative an application fee in the amount of \$ _____. This fee is nonrefundable. Application Fee does not apply to Sec 8 properties.
- Holding Fee:** A holding fee in the amount of \$ _____ is required to hold a specific apartment. This fee is not a security deposit; however, once the lease is signed it shall be credited toward the required security deposit for your unit # _____. If a lease is not signed, the fee shall be forfeited.
- Completed Application:** An application is considered complete when the application is signed and dated by both the applicant and Owners Representative.
- Refund of Holding Fee:** The holding fee shall only be refunded in the event that you are not approved for residency and/or you withdraw your application within three (3) days of completion. NOTE: Failure to provide all requested documentation to assist us in the approval process is not grounds for the refund of your application deposit as we reserve the right to approve your application after three (3) business days pending the receipt of additional paperwork that would allow us to verify your income and asset information.

EAGLE POINT MANAGEMENT, LLC



MULTIFAMILY HOUSING MANAGERS

APPLICATION FOR RENTAL - _____

B. APPLICATION AGREEMENT (cont.) – Please Initial

Withdrawal of Application: Should you withdraw your application after three (3) business days of completion and/or before your application is approved or denied, you will forfeit the holding fee as liquidated damages and terminate all further obligations under this Agreement.

Lease Signing: You agree to sign your lease within 5 days of our notification to you regarding your approval. At this time, if applicable, your holding fee will be credited toward the required security deposit.

In the event of serious illness, death or other circumstances that would make you unavailable; the emergency contact can remove your property from your unit or other common areas. Please add an additional contact should the community become unsuccessful in reaching the listed individual(s).

In Case of Emergency Notify: Name: _____ Relationship: _____

Address _____ Phone: _____

In Case of Emergency Notify: Name: _____ Relationship: _____

Address _____ Phone: _____

I/We hereby certify that I/We do/will not maintain a separate subsidized rental unit in another location. I/We further certify that this will be my/our permanent residence. I/We understand I/We must pay a security deposit for this apartment prior to occupancy. I/We understand that my eligibility for housing will be based on applicable income limits and by management's selection criteria. I/We certify that all information in this application is true to the best of my/our knowledge and I/We understand that false statements or information are punishable by law and will lead to cancellation of this application or termination of tenancy after occupancy.

SIGNATURE(S):

Applicant's Signature Date

Applicant's Signature Date

Applicant's Signature Date

Applicant's Signature Date

I/We do hereby authorize _____ and its staff or authorized representative to contact any agencies, local police departments, offices, groups or organizations to obtain and verify any information or materials which are deemed necessary to complete my/our application for housing in programs.

SIGNATURE(S):

Applicant's Signature Date

Applicant's Signature Date

Applicant's Signature Date

Applicant's Signature Date

CHANNEL SQUARE

APARTMENTS

EMPLOYMENT VERIFICATION

To: _____

From: Channel Square Apartments

Re: _____

SSN: _____

I, _____, hereby authorize the release of my employment information to Channel Square Apartments.

Applicant Signature _____

Date _____

Please take note that the above applicant, _____, has made application to rent one of our homes. We respectfully request that you assist us in qualifying said applicant by taking a moment to fill out the information listed below.

Thank you in advance for a prompt response.

Landlord/Landlord Representative DATE

Please Respond By _____

TO BE COMPLETED BY EMPLOYER

Name of Applicant: _____ Position (Job Title): _____

Hourly Monthly Annually

Date of Hire: _____ Pay Rate: _____

of Hours per week if hourly _____

Is There Be Any Anticipated Change in the Employee's Salary in the Next 12 Months? _____

Likelihood of Continued Employment (circle one): Strong Average Poor

Additional Comments: _____

PRINT NAME & TITLE

DATE

SIGNATURE

Phone Number

EMAIL

CHANNEL SQUARE

APARTMENTS

RENTAL VERIFICATION

To: _____

From: Channel Square Apartments

I, _____, hereby authorize the firm to whom application is made, credit bureau or other investigative agency employed by such firm, to investigate and to report and disclose to the property agent the results of the references herein listed, statements and other data obtained from any other person pertaining to credit, employment, rental history and financial responsibility or criminal record of the above applicant(s)

Applicant Signature _____

Current Address of Applicant _____

Date _____

Please take note that the above applicant, _____, has made application to rent one of our homes. We respectfully request that you assist us in qualifying said applicant by taking a moment to fill out the information listed below.

Thank you in advance for a prompt response.

Landlord/Landlord Representative _____

DATE _____

Please Respond By _____

TO BE COMPLETED BY CURRENT LANDLORD

MOVE IN DATE _____ DATE VACATED _____ MONTHLY RENT _____

PAYMENT HISTORY

ALWAYS PROMPT LATE _____ #times RETURNED CHECK _____ #times

#NOTICES TO VACATE BY LANDLORD _____ CURRENT BALANCE _____
Is this balance outstanding? YES NO

HAS PROPER NOTICE TO VACATE BEEN GIVEN? YES NO LEASE EXPIRATION DATE _____

ANY NOISE COMPLAINTS AGAINST THIS RESIDENT? YES NO HOW MANY? _____

ANY UNAUTHORIZED RESIDENT COMPLAINTS AGAINST THIS RESIDENT? YES NO HOW MANY? _____

ANY DAMAGE COMPLAINTS AGAINST THIS RESIDENT? YES NO HOW MANY? _____

CONDITION OF UNIT AT MOVE OUT? _____

WOULD YOU RE-RENT TO THIS RESIDENT? YES NO

Additional Comments: _____

PRINT NAME & TITLE _____

DATE _____

SIGNATURE _____

Phone Number _____

EMAIL _____

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

RESOURCES

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

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



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=qvt1.0&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.g.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.

Notice of Non-Discrimination: In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq., (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

Technical Assistance and Resource Support

For Housing Providers and Tenants

The District of Columbia Rent Administrator hereby gives notice of those groups and organizations that provide technical assistance and resource support to housing providers and tenants under the Rental Housing Act of 1985 ("Act"), as amended, D.C. Law 6-10, D.C. Official Code §42-3501 *et seq.*, pursuant to D.C. Official Code §42-3502.08 (f) of the Act.

D.C. Law Students in Court Program
George Washington University
4640 Connecticut Avenue, NW, Suite 100
Washington, DC 20001
(202) 638-4798
www.dclawstudents.org

DC Bar Pro Bono Legal Advice and Referral Clinic/Bread for the City
1525 – 7th Street, N.W.
Washington, D.C. 20001
(202) 265-2400
www.breadforthecity.org

DC Bar Pro Bono Legal Advice and Referral Clinic/Bread for the City
1640 Good Hope Road, SE
Washington, D.C. 20020
(202) 561-8587
www.breadforthecity.org

Rent Control Consultants
60 Market Street, NW, Suite 211
Gaithersburg, MD 20878
(240) 361-6161
www.rentalcontrolconsultants.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, N.W., Suite 350
Washington, D.C. 20005
(202) 628-1161
www.legalaiddc.org

Legal Aid Society of the District of Columbia In Southeast
2041 Martin Luther King Jr. Avenue, SE, Suite 400
Washington, D.C. 20020
(202) 628-1161
www.legalaiddc.org

Legal Aid Society of the District of Columbia
900 Delaware Avenue, SW
Washington, DC 20024
(202) 628-1161
www.legalaiddc.org

Housing Counseling Services
2410 – 17th Street, NW, Suite 100
(Adams Alley Entrance)
Washington, DC 20009
(202) 667-7006
www.housingetc.org

Archdiocesan Legal Network of Catholic Charities
924 G Street, NW
Washington, D.C. 20005
(202) 772-4300
<http://www.catholiccharitiesdc.org>

Landlord/Tenant Resource Center
Superior Court Building B, Room 115
1050 – 17th Street, N.W., Suite 300
Washington, D.C. 20036
(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, N.W. Bldg. 38
Washington, DC 20008
(202) 274-5120
<http://www.law.udc.edu/programs/housing/index.html>

Legal Counsel for the Elderly
601 E Street, NW, Suite A4400
Washington, DC 20049
(202) 434-2170
www.aarp.org/lce

 **What You Should Know About Rent Control in the District of Columbia – rev.**
February 2014

**Department of Housing and Community
Development**

Housing Regulation Administration
Rental Accommodations Division
Housing Service Center
1800 Martin Luther King Avenue., SE
Washington, DC 20020
(202) 442-9505

www.dhcd.dc.gov – click on "Housing and
Condo Regulation then click Rent Control

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

1800 Martin Luther King, Avenue, SE
Washington, DC 20020
(202) 442-7214

www.dhcd.dc.gov

**Department of Consumer and Regulatory
Affairs**

1100 4th Street, SW
Washington, DC 20024
(202) 442-4400

www.dkra.dc.gov

Office of the Tenant Advocate

2000 14th Street, NW, Suite 300N
Washington, DC 20009
(202) 719-6560

www.ota.dc.gov

**George Washington University Community
Legal Clinic**

2000 G Street, NW
Washington, DC 20052 (No Walk-ins)
(202) 994-7463

www.law.gwu.edu/academics - click on "Legal
Clinics"

**Apartment and Office Building Association of
Metro Washington (AOBA)**

1050 17th Street, NW, Suite 300
Washington, DC 20036
(202) 296-3390

www.aoba-metro.org

Latino Economic Development Corporation

2316 18th Street, NW
Washington, DC 20009
(202) 588-5102

<http://www.ledcdc.org/>

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 (No Walk-ins)
(202) 319-6788

www.law/cua/edi/clinics/clc

Lydia's House

4101 Martin Luther King Jr., Ave., SW
Washington, DC 20024
(202) 373-1050

<http://www.lydiashousendc.org/>

University Legal Services, Inc. (Southeast)

1800 Martin Luther King Jr., Ave., SE
Washington, DC 20020
(202) 889-2196

<http://www.uls-dc.org/>

University Legal Services (Northeast)

201 I Street, NE, Suite 130
Washington, DC 20002
(202) 547-4747

<http://www.uls-dc.org/>

University Legal Services (Far Northeast)

3939 Benning Road, NE
Washington, DC 20019
(202) 650-5633

<http://www.uls-dc.org/>

Office of Administrative Hearings

441 4th Street, NW, Suite 450 N
Washington, DC 20001
(202) 442-9094

www.oah.dc.gov

**Department of Housing and Community
Development Rental Housing Commission**

441 4th Street, NW, Suite 1140B North
Washington, DC 20001
(202) 442-8949

www.dhcd.dc.gov