



Tenancy Addendum for District of Columbia (Single-Family Accommodation)
 (Required for use with Form #1313 where any Tenancy exists)

The Contract of Sale dated _____ Address 1117 10th St NW
 City Washington State DC Zip 20001 Lot: _____
 Block/Square: _____ Unit: 810 Section: _____ Tax ID # _____
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project Name Old City #2
 between Seller Auria Styles and
 Buyer _____ is hereby

amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. **TENANCY:** As provided in GCAAR Form #1313, District of Columbia Jurisdictional Disclosure and Addendum, the property is/was at the time the Seller decided to sell the Property subject to existing tenancy(ies) and/or lease(s) as follows:

Tenant Name(s)	Unit#	Current Rent	Copy of Lease Attached
A. _____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
B. _____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
C. _____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
D. _____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. **TENANT OPPORTUNITY TO PURCHASE ("TOPA"):**

TOPA provides certain Tenants in the District of Columbia with the opportunity to purchase their rental accommodation. Pursuant to DC Official Code §42-3404 et seq., as amended on July 3, 2018, Single-Family Accommodations are exempt from the requirements of TOPA with the exception of rental units occupied by elderly or disabled tenants.

A Single-Family Accommodation means (A) a housing accommodation, whether freestanding or attached, and the appurtenant land that contains: (i) one single-family dwelling; or (ii) one single-family dwelling with one accessory dwelling unit or (B) a single rental unit in a condominium, cooperative, or homeowners association as that term is defined in DC Official Code § 47-871(2).

3. **NOTICE TO TENANT:**

In compliance with DC Official Code §42-3404, the Seller must send to the Tenant(s) and the Mayor c/o the District of Columbia Department of Housing and Community Development ("DHCD") and the Office of Tenant Advocate ("OTA), on the same day, the Notice to Tenant of Landlord's Receipt or Solicitation of an Offer to Sell the Single-Family Accommodation and Notice of Intent to Sell ("Form 1"), Letter to Landlord ("Form 2"), and Response Letter to DHCD if Claiming Elderly or Disabled Status ("Form 4").

4. **LETTER TO LANDLORD:**

In compliance with DC Official Code §42-3404, following receipt of Form 1, Tenants have 20 days to send to Landlord and DHCD Form 2 claiming to be elderly or disabled and to meet the necessary requirements in order to receive rights under TOPA.

5. **REQUIRED TOPA NOTICES FOR ELDERLY AND DISABLED TENANTS:**

In accordance with the provisions of TOPA and on the forms provided by DHCD, Seller (choose one):

HAS provided on _____ Date to Tenant(s) and the Mayor a written Offer of Sale and Tenant Opportunity to Purchase Without A Third Party Contract (Form 3B), a copy of which is attached hereto. Seller represents and agrees that within 5 Business Days after Date of Ratification of this Contract, Seller will send to the Tenant(s) and the Mayor by certified mail, or a delivery service providing delivery tracking confirmation the 15-day Right of First Refusal Notice (Form 3C) together with a copy of this Contract.

HAS NOT provided to Tenant(s) and the Mayor a written Offer of Sale and Tenant Opportunity to Purchase Without A Third Party Contract (Form 3B). Seller represents and agrees that, within 5 Business Days of receipt of Form 2 from the Tenant(s), Seller will send to the Tenant(s) and the Mayor by certified mail, or a delivery service providing delivery tracking confirmation the Offer of Sale and Tenant Opportunity to Purchase With A Third Party Contract, which Notice also contains 15-day right of first refusal (Form 3A).



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Housing Regulation Administration
Rental Conversion and Sale Division



FORM 1

NOTICE TO TENANT OF LANDLORD'S RECEIPT OR SOLICITATION OF AN OFFER TO SELL THE SINGLE-FAMILY ACCOMMODATION AND NOTICE OF INTENT TO SELL

TENANT: _____

ADDRESS OF TENANT: _____

Washington DC, ZIP CODE: _____

MODE OF DELIVERY (check all that apply):

- hand-delivered
- delivered by certified mail
- delivered by first-class mail
- delivered by a delivery service providing delivery tracking confirmation

Re: _____ ("Accommodation" address of the property)

Auna Styles ("Landlord")

To Whom It May Concern:

You are receiving this notification in compliance with D.C. Official Code §42-3404.09(b), (d), and (e). The Landlord has either received or solicited a written offer to purchase the Accommodation which is a Single Family Accommodation.¹

¹ A Single-Family Accommodation means (A) a housing accommodation, whether freestanding or attached, and the appurtenant land that contains: (i) one single-family dwelling; or (ii) one single-family dwelling with one accessory dwelling unit or (B) a single rental unit in a condominium, cooperative, or homeowners association as that term is defined in D.C. Official Code § 47-871(2). A Single-Family Dwelling means a structure, whether freestanding or attached, that contains a room or group of rooms forming a single living space, which includes a kitchen, that is intended to be used for living, eating, and sleeping, and the structure's appurtenant land.

If you would like further information with responding to this notice and with understanding your TOPA rights and obligations, you may contact:

Housing Counseling Services
2410 17th Street NW, Suite 100
Washington, DC 20009
(202) 667-7006
<http://housingetc.org/>

DHCD Rental Conversion and Sale Division
1800 Martin Luther King Jr. Ave. SE
Washington, DC 20020
(202) 442-4407

Latino Economic Development Corporation
641 S Street NW
Washington, DC 20009
202-588-5102
www.ledcmetro.org

D.C. Office of the Tenant Advocate
2000 14th Street, NW, Suite 300 North
Washington, DC 20009
(202) 719-6560
<https://ota.dc.gov/>

Sincerely,

Aunia Styles

Name of Landlord

Name of Landlord's
Agent or Representative

Address

Telephone

Email

Enclosures

cc: (via hand delivery, first-class mail, certified mail, or a delivery service providing delivery tracking confirmation to be sent same day as when sent to Tenant, with all enclosures) to:

Office of the Tenant Advocate
2000 14th Street, NW, Suite 300 N
Washington DC 20009

Rental Conversion and Sale Division
DC Department of Housing and Community Development
1800 Martin Luther King, Jr. Avenue, SE
Washington, DC 20020

Names of other tenants in the same Accommodation: _____

I understand that by delivering this letter to Landlord and DHCD within 20 days after the Landlord's notice was delivered to me, that I am claiming to be elderly or disabled and to meet the necessary requirements in order to receive rights under the Tenant Opportunity to Purchase Act (TOPA). The next step would be for the Landlord to provide me with a written Offer of Sale, substantially similar to FORM 3. I then have 20 days from receipt of the written Offer of Sale to provide evidence supporting my claim of elderly or disabled status, and meeting the necessary requirements in order to receive rights under TOPA, to DHCD, pursuant to FORM 4. DHCD will make a determination and notify me within 30 days of receipt of FORM 4 and will not share the evidence with the Landlord or anyone else.

I affirm the following:

- I must deliver this letter to Landlord and DHCD within 20 days after the Landlord's notice was delivered to me.
- I do not send this letter to Landlord and DHCD within 20 days after Landlord's notice was delivered to me, that I have waived my TOPA rights.
- If I am 62 years of age or older or have a disability and would like to invoke my rights under TOPA that within 20 days of receipt of a written Offer of Sale, I have to deliver FORM 4 and supporting documentation to DHCD.

SIGNATURE OF TENANT

NAME OF TENANT (print)

ADDRESS

PHONE

EMAIL

Copy sent to DHCD:

Rental Conversion and Sale Division
DC Department of Housing and Community Development
1800 Martin Luther King, Jr. Avenue, SE
Washington, DC 20020



SELLER'S DISCLOSURE STATEMENT
Instructions to the Seller for Seller's Disclosure Statement

These Instructions are to assist the Seller in completing the required Seller's Disclosure Statement in order to comply with the District of Columbia Residential Real Property Seller Disclosure Act.

1. Who must complete the Seller's Disclosure Statement? The Seller, not the broker and not the management company, condominium association, cooperative association or homeowners association.

2. In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser? The Act applies to the following types of transfers or sales of District of Columbia real estate:

- (a) where the property consists of one to four residential dwelling units, and,
- (b) the transactions a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase, and,
- (c) the purchaser expresses, in writing, an interest to reside in the property to be transferred.

However, the Act does not apply to:

- (a) court ordered transfers;
- (b) transfers to a mortgagee by a mortgagor in default;
- (c) transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- (d) transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- (e) transfers between co-tenants;
- (f) transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combinations of the foregoing);
- (g) transfer between spouses under a divorce judgment incidental to such a judgment;
- (h) transfers or exchanges to or from any governmental entity; and
- (i) transfers made by a person of newly constructed residential property that has not been inhabited.

3. When does the Seller's Disclosure Statement have to be provided to the Purchaser? In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with no option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor.

4. What information must the Seller disclose? Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.

The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

Property Address: 1117 10th St NW Washington, DC 20001

Is the property included in a:

- condominium association? Yes No
- cooperative? Yes No
- homeowners association with mandatory participation and fee? Yes No

If this is a sale of a condominium unit or cooperative unit, or in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

Purpose of Statement: This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess an expertise in construction, architecture, engineering, or any other specific area related to the construction of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

Seller Disclosure: The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent (s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent (s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

The seller(s) completing this disclosure statement have owned the property from 2006 **to** 2019

The seller(s) completing this disclosure have occupied the residence from _____ **to** _____.

A. Structural Conditions

1. Roof roof is a common element maintained by condominium or cooperative (no further roof disclosure required).

Age of Roof 0-5 years 5-10 years 10-15 years 15+ years Unknown

Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?
 Yes No If yes, comments: _____

Does the seller have actual knowledge of any existing fire retardant treated plywood?
 Yes No If yes, comments: _____

2. Fireplace/Chimney(s)

Does the seller have actual knowledge of any defects in the working order of the fireplaces?
 Yes No No fireplace(s)

If yes, comments: _____

Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced?

Yes No No chimneys or flues
If yes, when were they last serviced or inspected? _____

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? Yes No Not Applicable

If yes, comments: _____

Does the seller have actual knowledge of any problems or defects in the cooling system?

Yes No Not Applicable

If yes, comments: _____

3. Plumbing System

Type of system: Copper Galvanized Plastic Polybutelene Unknown

Water Supply: Public Well

Sewage Disposal: Public Well

Water Heater Fuel: Natural Gas Electric Oil Other

Does the seller have actual knowledge of any defects with the plumbing system?

Yes No

If yes, comments: _____

4. Electrical System

Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring?

Yes No

If yes, comments: _____

C. Appliances

Does the seller have actual knowledge of any defects with the following appliances?

Range/Oven Yes No Not Applicable

Dishwasher Yes No Not Applicable

Refrigerator Yes No Not Applicable

Range hood/fan Yes No Not Applicable

Microwave oven Yes No Not Applicable

Garbage Disposal Yes No Not Applicable

Sump Pump Yes No Not Applicable

Trash compactor Yes No Not Applicable

TV antenna/controls Yes No Not Applicable

Central vacuum Yes No Not Applicable

Ceiling fan Yes No Not Applicable

Attic fan Yes No Not Applicable

Sauna/Hot tub Yes No Not Applicable

Pool heater & equip. Yes No Not Applicable

Security System Yes No Not Applicable

Intercom System Yes No Not Applicable

Garage door opener Yes No Not Applicable

& remote controls Yes No Not Applicable

Lawn sprinkler system Yes No Not Applicable

Water treatment system Yes No Not Applicable

Smoke Detectors Yes No Not Applicable

Carbon Monoxide Yes No Not Applicable

Detectors Yes No Not Applicable

Other Fixtures Yes No Not Applicable

Or Appliances Yes No Not Applicable

If yes to any of the above, describe defects: _____

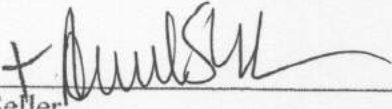
This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

8. Does the seller have actual knowledge if an façade easement or a conservation easement has been placed on the property?

Yes No

If yes, comments: _____

The seller(s) certifies that the information in this statement is true and correct to the best of their knowledge as known on the date of signature.



Seller

3/14/19

Date

Seller

Date

Buyer(s) have read and acknowledge receipt of this statement and acknowledge that this statement is made based upon the seller's actual knowledge as of the above date. This disclosure is not a substitute for any inspections or warranties which the buyer(s) may wish to obtain. This disclosure is NOT a statement, representation, or warranty by any of the seller's agents or any sub-agents as to the presence or absence of any condition, defect or malfunction or as to the nature of any condition, defect or malfunction.

Buyer

Date

Buyer

Date

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

D. Exterior/Environmental Issues

1. Exterior Drainage

Does the seller have actual knowledge of any problem with drainage on the property?

Yes No

If yes, comments: _____

2. Damage to property

Does the seller have actual knowledge whether the property has previously been damaged by:

Fire Yes No

Wind Yes No

Flooding Yes No

If yes, comments: _____

3. Wood destroying insects or rodents:

Does the seller have actual knowledge of any infestation or treatment for infestations?

Yes No

If yes, comments: _____

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?

Yes No

If yes, comments: _____

4. Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property?

Yes No

If yes, comments: _____

5. Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property?

Yes No

If yes, comments: _____

6. Does the seller have actual knowledge that this property is a DC Landmark, included in a designated historic district or is designated a historic property?

Yes No

If yes, comments: _____

7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?

Yes No

If yes, comments: _____

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

3. Basement

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement? Yes No Not Applicable

If yes, comments: _____

Does the seller have actual knowledge of any structural defects in the foundation?

Yes No

If yes, comments: _____

4. Walls and floors

Does the seller have actual knowledge of any structural defects in walls or floors?

Yes No

If yes, comments: _____

5. Insulation

Does the seller have actual knowledge of presence of urea formaldehyde foam insulation?

Yes No

If yes, comments: _____

6. Windows

Does the seller have actual knowledge of any windows not in normal working order?

Yes No

If yes, comments: _____

B. Operating Condition of Property Systems

1. Heating System heating system is a common element maintained by condominium or cooperative (no further disclosure on heating system required).

Type of system	<input type="checkbox"/> Forced Air	<input type="checkbox"/> Radiator	<input type="checkbox"/> Heat Pump
	<input type="checkbox"/> Electric baseboard	<input type="checkbox"/> Other	
Heating Fuel	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Oil <input type="checkbox"/> Other
Age of system	<input type="checkbox"/> 0-5 years	<input type="checkbox"/> 5-10 years	<input type="checkbox"/> 10-15 years <input type="checkbox"/> Unknown

Does the seller have actual knowledge that heat is not supplied to any finished rooms?

Yes No

If yes, comments: _____

Does the seller have actual knowledge of any defects in the heating system?

Yes No

If yes, comments: _____

Does the heating system include:

Humidifier	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Electronic air filter	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown

If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter?

Yes No Not Applicable

If yes, comments: _____

2. Air Conditioning System air conditioning is a common element maintained by condominium or cooperative (no further disclosure on air conditioning system required).

Type of system:	<input type="checkbox"/> Central AC	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Window/wall units
	<input type="checkbox"/> Other	<input type="checkbox"/> Not Applicable	
Air Conditioning Fuel	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Oil <input type="checkbox"/> Other
Age of system	<input type="checkbox"/> 0-5 years	<input type="checkbox"/> 5-10 years	<input type="checkbox"/> 10-15 years <input type="checkbox"/> Unknown

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.



SELLER'S DISCLOSURE STATEMENT

Instructions to the Seller for Seller's Disclosure Statement

5. **What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee?** If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:
- (a) the making of an application for a mortgage loan (if the lender discloses that the right to rescind terminates on submission of the application); or
 - (b) settlement or date of occupancy in the case of a sale; or
 - (c) occupancy in the case of a lease with an option to purchase.
6. **If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract?** If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.
7. **How must a Seller deliver the Seller's Disclosure Statement to the Transferee?** The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.



Inclusions/Exclusions Disclosure and/or Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: **1117 10th St NW**

Washington DC 20001

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items shall be noted in the blank.

KITCHEN APPLIANCES

- Stove/Range
- Cooktop
- Wall Oven
- Microwave
- Refrigerator
- w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

LAUNDRY

- Washer
- Dryer

ELECTRONICS

- Alarm System
- Intercom
- Satellite Dishes

LIVING AREAS

- Fireplace Screen/Doors
- Gas Logs
- Ceiling Fans
- Window Fans
- Window Treatments

WATER/HVAC

- Water Softener/Conditioner
- Electronic Air Filter
- Furnace Humidifier
- Window AC Units

RECREATION

- Hot Tub/Spa, Equipment & Cover
- Pool Equipment & Cover
- Sauna
- Playground Equipment

OTHER

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

Seller Auria Styles Date 3/14/19

2. ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: (Completed only after presentation to the Buyer)

The Contract of Sale dated [REDACTED] between Seller Auria Styles and Buyer _____ referenced above is hereby amended by the incorporation of this Addendum.

Seller (signed only after Buyer) _____ Date _____ Buyer _____ Date _____

Seller (signed only after Buyer) _____ Date _____ Buyer _____ Date _____

© 2017 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only. Previous editions of this form should be destroyed



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Housing Regulation Administration
Rental Conversion and Sale Division



FORM 2
LETTER TO LANDLORD

**THIS LETTER MUST BE DELIVERED TO THE LANDLORD AND DHCD WITHIN
20 DAYS OF DELIVERY OF THE NOTICE FROM LANDLORD TO YOU.**

Date: _____

Sent by:

- UPS, Federal Express or similar overnight delivery service providing delivery tracking confirmation
- Hand
- First-Class Mail
- Certified Mail

NAME OF LANDLORD Auna Styles

ADDRESS OF LANDLORD _____

CITY, STATE, ZIP CODE _____

Re: 1117 10th St NW #810

("Single-Family Accommodation" or "Accommodation" address of property)

To Landlord:

I received your Notice to Tenant of Landlord's Receipt or Solicitation of an Offer to Sell the Single Family Accommodation and Notice of Intent to Sell dated _____.

I signed a rental agreement on or before March 31, 2018 Yes No (Check one)

I occupied the Accommodation by April, 15, 2018 Yes No (Check one)

I am 62 years of age or older Yes No (Check one)
*If yes, please refer to FORM 4

I have a disability Yes No (Check one)
*If yes, please refer to FORM 4

If you:

1. signed a written rental agreement for the Accommodation on or before March 31, 2018; and
2. occupied the Accommodation by April 15, 2018; and
3. are elderly (62 years of age or older) or have a disability (see attached FORM 4 regarding documentation to establish status as an elderly tenant or a tenant with a disability)

you may be entitled to rights under the District of Columbia's Tenant Opportunity to Purchase Act (TOPA), such as the ability to purchase the Accommodation or assign your right to purchase the Accommodation. However, the only consideration you may receive in exchange for assigning your right to purchase the Accommodation is the right to immediately use and occupy your unit for a period of 12 months following the sale of the Accommodation at the rate of rent charged as of the date of the Offer of Sale.

In order to assert your rights under TOPA, you must deliver to Landlord a response to this notice within 20 days from the date this notice was delivered to you. FORM 2, attached as part of this notice, is a sample letter that you may use to respond to Landlord. Additionally, you must send the Mayor a copy of your response to Landlord. The District of Columbia's Department of Housing and Community Development (DHCD) will accept delivery on behalf of the Mayor at the address listed on the bottom of FORM 2.

If you are eligible for rights under TOPA, you will receive a written Offer of Sale from the Landlord; examples of said form are located on the DHCD website at dhcd.dc.gov. The Landlord is not allowed to deliver this letter to you more than 60 days before delivering an Offer of Sale to you. FORM 4, attached as part of this notice, is a letter that you may use to send DHCD, on behalf of the Mayor, to support your claim of being elderly or disabled. You must send evidence as indicated in FORM 4 and DHCD will make a determination within 30 days of receipt and notify you of such determination. FORM 4 and the supporting documentation should not be sent to the Landlord, only to DHCD.

It is your responsibility to prove that:

1. **Within 20 days from the date this notice was delivered to you that you delivered your response to Landlord and DHCD.** If you do not send the required response to Landlord and DHCD within 20 days from the date this notice was delivered to you, you will have waived your TOPA rights.
2. **Within 20 days of receiving a written Offer of Sale from the Landlord you sent DHCD, on behalf of the Mayor, the documentation identified on FORM 4.** Therefore, the use of mailing options with tracking services (such as USPS Priority Mail, FedEx, UPS or a similar service) is strongly encouraged, but not required.

6. TOPA COMPLIANCE:

To ensure Buyer's ability to procure an owner's title insurance policy without exception to TOPA, Seller agrees to contact Settlement Agent within 3 Business Days of Ratification to determine that Seller is either in compliance with both TOPA Notice requirements and title insurance underwriting requirements pertaining to TOPA or to establish the necessary steps to be in compliance with such requirements (either of which shall constitute "TOPA Compliance").

7. BUYER'S RIGHT TO VOID:

In the event that Seller has not accomplished TOPA Compliance, within _____ days following the Date of Ratification ("Deadline"), Buyer may, at any time thereafter, but prior to Seller accomplishing TOPA Compliance, Deliver Notice to Seller declaring this Contract Void. If Buyer Delivers such Notice, this Contract will become Void at 6:00 p.m. on the third day following Delivery of Buyer's Notice, unless prior to that date and time Seller has accomplished TOPA Compliance.

8. GENERAL PROVISIONS:

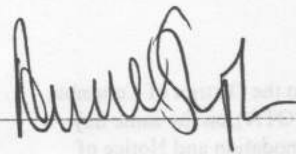
Seller shall keep Buyer and Agents apprised of all negotiations, correspondence, contracts and other developments with respect to negotiations with Tenant(s). All actions required hereunder to be taken by Seller shall be taken in accordance with District of Columbia law and regulations. Without the prior written consent of Buyer, Seller shall not modify the terms of or terminate such tenancy(ies). In addition, the Seller will not enter into any new leases or tenancies with respect to the Property.

9. SETTLEMENT:

Buyer and Seller acknowledge that Seller must accomplish TOPA Compliance prior to the Settlement Date. If Settlement does not occur on the Settlement Date due to Seller not having accomplished TOPA Compliance, and Seller is not in Default, then the Settlement Date shall automatically be extended to the date which is the third Business Day following the date Seller accomplishes TOPA Compliance unless otherwise agreed by Buyer and Seller. Buyer and Seller further agree that Buyer's obligation to complete Settlement IS or IS NOT (choose one) contingent upon Seller delivering the Property vacant and free of tenancies at Settlement.

10. BUYER ACKNOWLEDGEMENT:

Buyer acknowledges that as an owner of rental property in the District of Columbia there are a number of legal issues/requirements an owner should be aware of, including but not limited to: rental registration requirements, landlord/tenant rights and obligations, business license requirements, rent control, Tenant Opportunity to Purchase Act and Right of First Refusal, and the eviction process. Buyer is advised to consult the District of Columbia and/or obtain legal counsel regarding such matters.

x  3/14/19
Seller _____ Date

Buyer _____ Date

Seller _____ Date

Buyer _____ Date

©2018 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this Form should be destroyed.