



District of Columbia Department of Housing and Community Development

Housing Regulation Administration-Rental Accommodations Division
1909 Martin Luther King, Jr. Avenue, SE
Washington, DC 20020
(202) 442-9505

RAD Date Stamp

Internal Use Only

C/O current:

yes no n/a

BBL current: yes no

Reg. current: yes no

180 DAY NOTICE TO VACATE
FOR DISCONTINUANCE OF HOUSING USE

SECTION 501(i) NOTICE

D.C. OFFICIAL CODE § 42-3505.01(i) (Supp. 2008)

14 DCMR §§ 4300 et seq. (2004)

THIS NOTICE MUST BE FILED WITH THE RENTAL ACCOMMODATIONS DIVISION WITHIN FIVE (5) DAYS OF THE DATE OF ISSUANCE TO THE TENANT

TENANT'S NAME: _____ DATE: _____

TENANT'S ADDRESS: _____

Dear Tenant:

This notice is being sent to you pursuant to Section 501(i) of the District of Columbia Rental Housing Act of 1985, as amended (Act), codified as D.C. OFFICIAL CODE § 42-3505.01(i) (Supp. 2008).

Section 501(i) of the Act provides that your Housing Provider may recover possession of your Rental Unit for the immediate purpose of discontinuing the housing use and occupancy of the Rental Unit so long as:

- Your Housing Provider serves on you this one hundred eighty (180)-day notice to vacate in advance of his or her action to recover possession of your Rental Unit. The notice to vacate shall comply with and notify you of your right to relocation assistance under subchapter VII of the Act at D.C. OFFICIAL CODE § 42-3507.01-.03 (Supp. 2008);
- Your Housing Provider shall not cause the Housing Accommodation, of which your Rental Unit is a part, to be substantially rehabilitated for a continuous 12-month period beginning from the date that the rental housing use is discontinued under Section 501(i) of the Act;
- Your Housing Provider shall not resume any housing or commercial use of your Rental Unit for a continuous twelve (12)-month period beginning from the date that the use is discontinued under Section 501(i) of the Act;
- Your Housing Provider shall not resume any housing use of your Rental Unit other than rental housing;
- Upon resumption of the rental housing use, your Housing Provider shall not re-rent your Rental Unit at a greater rent than would have been permitted under the Act if the rental housing use had not been discontinued;
- Your Housing Provider shall, on the attached Certification form, file with the Rent Administrator a statement including, but not limited to, general information about the Housing Accommodation, such as address and number of rental units, the reason for the discontinuance of use, and future plans for the property (Housing Accommodation);

- If your Housing Provider desires to resume a rental housing use of your Rental Unit, the Housing Provider shall notify the Rent Administrator who shall determine whether the provisions of Section 501(i) of the Act have been satisfied; and
- Your Housing Provider shall not demand or receive rent for your Rental Unit which the Housing Provider has repossessed under Section 501(i) for a 12-month period beginning on the date your Housing Provider recovered possession of the Rental Unit.

Before your Housing Provider may issue a notice to vacate for purposes of demolition, the Housing Provider shall give you an opportunity to purchase the housing accommodation at a price and terms which represent a bona fide offer of sale. The Housing Provider affidavit is attached, which certifies that you and any other tenants have been provided the first right to purchase the subject Housing Accommodation, pursuant to D.C. OFFICIAL CODE §§ 42-3401 et. seq. (Supp. 2008).

This letter is a Notice to Vacate within one hundred and eighty (180) days, and you are hereby notified that the Housing Provider desires to have and gain possession of your Rental Unit. You must vacate your Rental Unit no later than midnight on (date): _____.

If you are displaced by actions under this subsection, you are entitled to receive relocation assistance as set forth in subchapter VII of the Act at D.C. OFFICIAL CODE § 42-3507.01-.03 (Supp. 2008), if you meet the eligibility criteria of the Act. Pursuant to Section 703 of the Act at D.C. OFFICIAL CODE § 42-3507.03 (Supp. 2008), you are entitled to relocation assistance in the amount of \$300.00 per “Room,” which is defined under the Act as any space sixty (60) square feet or larger which has a fixed ceiling and a floor and is subdivided with fixed partitions on all sides, but does not mean bathrooms, balconies, closets, pantries, kitchens, foyers, hallways, storage areas, utility rooms or the like. Further, under D.C. OFFICIAL CODE § 42-3507.03(a)(2) (Supp. 2008), you are entitled to relocation assistance in the amount of \$150.00 for each pantry, kitchen, storage area, and utility room that exceeds 60 square feet in area and for which you bear the cost of moving the majority of your furnishings. Notwithstanding the above, the amount of relocation assistance shall be adjusted by the mayor not more than once every twelve months and not less than once every three years after June 22, 2006. The amount of relocation assistance shall reflect the cost of moving, including transporting personal property, packing and unpacking, insurance of property while in transit, storage of personal property, the disconnection and reconnection of utilities and any other reasonable factors within the Washington/Baltimore SMSA. Therefore, according to the amount established for relocation assistance under D.C. OFFICIAL CODE § 42-3507.03(b) (Supp. 2008) the law requires that the Housing Provider provide you with relocation assistance in the total amount of \$_____.

If you notify the Housing Provider named below in writing at least ten (10) business days before you vacate your Rental Unit, you will receive the relocation assistance no later than one (1) day before you vacate your Rental Unit. If you do not notify the Housing Provider in writing at least 10 business days before you vacate your Rental Unit, you will receive the relocation assistance within thirty (30) days after you vacate your Rental Unit.

If you fail to pay rent as required during the 180 day period during which this Notice to Vacate is effective, you may be evicted or may forfeit all or a part of the relocation assistance to which you may otherwise be entitled.

Nothing herein shall be intended to relieve you of your obligation to promptly pay all future rents when due, or intended to prevent your Housing Provider from suing you for possession, based upon non-payment of rent. You are also notified that the rent for the Rental Unit is due in accordance with your lease, up to and including the date by which you are required to vacate. Also, you will be liable for any damages arising from your continuing use and occupancy of your Rental Unit if you fail to vacate by the

date specified in this notice and for any claims for any other damages which may arise out of any provision of the lease agreement.

This Rental Unit is registered with the Rental Accommodations Division. The Housing Provider's registration number is _____.

If you have any questions about this Notice, please direct them to the Rental Accommodations Division in writing at 1909 Martin Luther King, Jr. Avenue, SE, Washington, DC 20020, call (202) 442-9505, or visit the Housing Resource Center on Monday thru Friday from 8:30 am to 3:30 pm.

Housing Provider's Business Address
(No P.O. Box)

Housing Provider's Name (print)

Owner Authorized Agent

Title (if applicable): _____

Housing Provider's Telephone Number and E-mail

Housing Provider's Signature

**NOTICE TO VACATE FOR DISCONTINUANCE OF HOUSING USE
SECTION 501(i)(1)(F) NOTICE
D.C. OFFICIAL CODE § 42-3505.01(i)(1)(F)(2001)**

CERTIFICATION

I/We, (Owner's name(s)) _____,

_____ hereby certify that the below information contained in this statement is true to the best of my knowledge and is being provided pursuant to the provisions of Section 501(i)(1)(F) of the Rental Housing Act of 1985, as amended (Act) and codified as D.C. OFFICIAL CODE § 42-3505.01(i)(1)(F) (Supp. 2008).

TENANT'S NAME:

TENANT'S
ADDRESS:

OWNER'S NAME(S):

OWNER'S ADDRESS(ES):

OWNER'S TELEPHONE NUMBER(S): (_____) _____

HOUSING ACCOMMODATION ADDRESS:

NUMBER OF RENTAL UNITS: _____ NUMBER OF VACANCIES: _____

The specific reason(s) for discontinuance of the rental housing use and occupancy and the future plans for the Housing Accommodation are:

I/we certify, as the Owner, that the information that I have provided on this form is complete and accurate.

I/We will notify the Rent Administrator immediately, in writing, if I desire to resume a rental housing use of the unit. I will not demand or receive rent for any Rental Unit which I have repossessed under this notice for a 12-month period beginning on the date I lawfully recovered possession of the unit.

I/We understand that filing false statement with the Rental Accommodations Division regarding any of the provisions herein is subject to a fine of up to \$5,000, under the Act.

Signature of Owner

Date

Signature(s) of Additional Owner(s) (if applicable)

Date: _____

Date: _____

NOTE: This affidavit must be completed and signed by the Owner of the Housing Accommodation or Rental Unit when the Notice to Vacate is issued pursuant to Section 501(i)(1) of the Act, codified at D.C. OFFICIAL CODE §§ 42-3505.01(i) (Supp. 2008). Each Owner of a Housing Accommodation shall complete a separate Affidavit.

OWNER'S AFFIDAVIT

County: _____ to wit

State: _____

I (Owner's name(s)) _____,
having been first duly sworn according to law, depose and state as follows:

- (1) I am the record Owner of the following Housing Accommodation or Rental Unit (address):

- (2) I am currently leasing the Housing Accommodation or Rental Unit to (Tenant name):

- (3) The Tenant(s) identified in this Section 501(i)(1) Notice have been provided the opportunity to purchase the subject housing accommodation pursuant to the D.C. OFFICIAL CODE §§ 42-3401 et seq. (Supp. 2008) and have failed to exercise those rights as required by D.C. OFFICIAL CODE §§ 42-3401 et seq. (Supp. 2008).
- (4) If I fail for any reason to discontinue the use of said Housing Accommodation or Rental Unit immediately, but no later than _____ business days from the date of this affidavit, I shall notify the Rental Accommodations Division immediately.

Owner's Business Address (No P.O. Box)

Owner's Name (print)

Owner Authorized Agent

Title (if applicable): _____

Owner's Telephone Number and E-mail

Owner's Signature

Subscribed and Sworn to before me this _____ day of _____, 20__.

Notary Public Signature My Commission Expires (date): _____

CERTIFICATE OF SERVICE

Note: If you file a Complaint in the Landlord and Tenant Branch of the Superior Court of the District of Columbia, you may be required to prove that you served this Notice correctly.

I hereby certify that my name is (Please Print) _____ and I am authorized to serve the attached 180 Day Notice to Vacate for Discontinuance of Housing Use under D.C.OFFICIAL CODE § 42-3505.01(i) (Supp. 2008).

I further certify that my age is _____, and my business address is: _____.

At the following time: _____ AM/PM and on the following date: _____, 20__, I served the attached 180 Day Notice to Vacate for Discontinuance of Housing Use under D.C.OFFICIAL CODE § 42-3505.01(i) (Supp. 2008) in both English and Spanish (check only one below):

By personal service upon the Tenant (insert name and address of Tenant):

By substitute service upon (insert name and address of person served):

_____.

Description of person served for personal or substitute service:

Approximate height: _____ Approximate weight: _____ Sex (m/f): _____

Approximate age: _____ Hair color: _____ Other: _____

By certified mail, with delivery confirmation, to (name and address of person served):

_____.

By priority mail, with delivery confirmation, to (name and address of person served):

_____.

By first class mail to (name and address of person served):

_____.

Signature of Process Server

OPTIONAL NOTARIZATION: *Notarization of this Certificate of Service regarding this 180 Day Notice to Vacate for Discontinuance of Housing Use under D.C.OFFICIAL CODE § 42-3505.01(i) (Supp. 2008) is not required.*

Subscribed before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____