



**District of Columbia Department of Housing and Community Development**  
 Housing Regulation Administration – Rental Accommodations Division  
 1800 Martin Luther King Jr. Avenue SE, 2<sup>nd</sup> Floor  
 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

**70% VOLUNTARY AGREEMENT PETITION**

This Petition is filed pursuant to  
 D.C. OFFICIAL CODE § 42-3502.15 (Supp. 2008)  
 and 14 DCMR §§ 4213.1-.21 (2004)

**PRINT OR TYPE ONLY**

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|--|------------|
| <b>FOR OFFICIAL USE ONLY</b>                                   |            |
| Case# VA _____   | Ward _____ |
| Date Proposed Filed _____                                      |            |
| Walk-in <input type="checkbox"/> Mail <input type="checkbox"/> |            |
| Date Final Filed _____   |            |
| Walk-in <input type="checkbox"/> Mail <input type="checkbox"/> |            |
| Contact Representative _____                                   |            |
| Approved For Filing by: _____                                  |            |

Section 215 of the Rental Housing Act of 1985, as amended (Act), and codified at D.C. OFFICIAL CODE § 42-3502.15 (Supp. 2008), allows the Housing Provider and Tenant(s) of a housing accommodation to petition the Rent Administrator for an adjustment in the Rent Charged for the Rental Units in the Housing Accommodation. This Voluntary Agreement must be completed and filed according to 14 DCMR §§ 4213.1-.21 (2004), which contain the regulations for Voluntary Agreements under the Act.

If a Housing Provider initiates a Voluntary Agreement, the Housing Provider shall distribute a copy of the proposed Voluntary Agreement to each Tenant of the Housing Accommodation, accompanied by a written notice that describes in detail the proposed Rent Charged, the proposed changes in related services and facilities, the proposed capital improvements and/or ordinary maintenance and repairs. If one (1) (or more) Tenant(s) (or a tenant association) initiate a Voluntary Agreement, the Tenant(s) shall serve on the Housing Provider a notice and schedule describing in detail the proposed rent charged, the proposed changes in related services and facilities, and/or the proposed capital improvements and ordinary maintenance and repairs. At the same time that either the Housing Provider or the Tenant(s) initiate a Voluntary Agreement and distribute it according to 14 DCMR §§ 4213.3 and 4213.5 (2004), the initiating party shall

also file a copy of the proposed Voluntary Agreement with the Rental Accommodations Division (RAD).

If a Voluntary Agreement is initiated by the Housing Provider, each Tenant of the affected Housing Accommodation shall be permitted a minimum of fourteen (14) business days following receipt of the Voluntary Agreement to consider it and respond to the Housing Provider. If a Voluntary Agreement is initiated by one (1) (or more) Tenants, the Housing Provider shall be permitted a minimum of fourteen (14) business days following receipt of the proposed Voluntary Agreement to consider it and respond to the tenant(s). All notices and responses between the Housing Provider and the Tenant(s) relating to a proposed Voluntary Agreement shall be in writing and filed with the RAD. Responses may include counter-proposals related to the proposed Rent Charged, proposed related services or facilities, or any other proposed terms or conditions of a Voluntary Agreement.

RAD encourages all Housing Providers and Tenants to negotiate the terms of Voluntary Agreements directly with each other, preferably in at least some face-to-face negotiations. If the parties encounter difficulties during negotiations, but otherwise wish to conclude an agreement, they may seek the assistance from RAD.

Before the execution of a final Voluntary Agreement by the Housing Provider and at least 70% of all of the Tenants legally occupying Rental Units in the Housing Accommodation, a copy of the proposed final Voluntary Agreement shall be distributed to all Tenants legally occupying Rental Units in the Housing Accommodation. If at least 70% of the Tenants sign a final Voluntary Agreement, the party initiating the Voluntary Agreement shall then file the final Voluntary Agreement with the RAD.

*\*\*\*If you need assistance in completing this form, contact the Rental Accommodations Division at (202) 442-9505, or in person, Monday to Friday from 8:30 am to 3:30 pm.\*\*\**

**SECTION I – GENERAL INFORMATION**

1. Address of the Housing Accommodation or Rental Units:

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2. Date of acquisition of the Housing Accommodation (if the Voluntary Agreement is filed by the Housing Provider) or commencement date of Rental of the Rental Unit(s) (if the Voluntary Agreement is filed by the Tenants): \_\_\_\_\_

3. Type of Property:

- |  |   |
|--|---|
| <input type="checkbox"/> Single Family | <input type="checkbox"/> Basement Unit                      |
| <input type="checkbox"/> Condominium   | <input type="checkbox"/> English Basement                   |
| <input type="checkbox"/> Cooperative   | <input type="checkbox"/> Au-Pair Suite                      |
| <input type="checkbox"/> Rooming House | <input type="checkbox"/> Multi-Unit Building                |
| <input type="checkbox"/> 2-Unit Flat   | <input type="checkbox"/> Complex with Two or More Buildings |

4. (a) Total number of Rental Units in the Housing Accommodation: \_\_\_\_\_

(b) Total number of Tenants in the Housing Accommodation: \_\_\_\_\_

5. Name of the Housing Accommodation, if applicable:

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6. RAD Registration number of Housing Accommodation: \_\_\_\_\_

7. (a) Owner of Housing Accommodation (as reflected by the D.C. Recorder of Deeds):

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(b) Owner's business address:

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(c) Owner's phone and e-mail: \_\_\_\_\_

8. Name of Housing Provider's agent if owner is not directly serving as the Housing Provider under the Act: \_\_\_\_\_

(b) Agent's business address:

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(c) Agent's telephone and e-mail address:

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9. Name, address and telephone number of agent authorized by the owner of the Housing Accommodation to receive and file documents and notices from/with the RAD regarding the Housing Accommodation if different from owner, housing provider or agent listed above:

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10. Date of last Building-Wide Housing Code Inspection:

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11. Date of last Building-Wide Abatement Report (if applicable): \_\_\_\_\_

12. Date of implementation of last increase in the Rent Charged: \_\_\_\_\_

13. Type of increase in the Rent Charged last implemented (identify by section of Act below): \_\_\_\_\_

| Act Section | Description                   | Act Section | Description  |
|-------------|-------------------------------|-------------|--|
| 206(b)      | CPI-W based                   | 213(a)(1)   | Vacancy (10%)  |
| 210         | Capital Improvement           | 213(a)(2)   | IF APPLICABLE - Highest Comparable Vacancy (30% max) |
| 211         | Change in Services/Facilities | 214         | Substantial Rehabilitation                           |
| 212         | Hardship Petition             | 215         | Voluntary Agreement                                  |

14. Date of last CPI-W annual automatic increase in the Rent Charged: \_\_\_\_\_

15. Does the Housing Accommodation and/or the Rental Unit(s) receive assistance from the D.C. Housing Authority, the D.C. Dept. of Housing and Community Development, the U.S. Dept. of Housing and Urban Development, or other federal or local low-income housing program?  YES  NO. If yes, please provide the name of the program and the nature and amount of the assistance:

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Attach additional pages if necessary.



**SECTION III - PROPOSED RENT ADJUSTMENT SCHEDULE**

(ATTACH ADDITIONAL PAGES WITH SAME INFORMATION AS BELOW, IF NECESSARY)

| A                        | B                     | C                                   | D                          | E   | F   | G                   |
|--------------------------|-----------------------|-------------------------------------|----------------------------|---|---|---------------------|
| RENTAL<br>UNIT<br>NUMBER | NUMBER OF<br>BEDROOMS | DATE<br>CURRENT<br>LEASE<br>EXPIRES | CURRENT<br>RENT<br>CHARGED | AMOUNT OF<br>PROPOSED<br>RENT<br>ADJUSTMENT | PERCENTAGE<br>OF PROPOSED<br>RENT<br>ADJUSTMENT | NEW RENT<br>CHARGED |
|                          |                       |                                     | \$                         | \$  | %   | \$                  |
|                          |                       |                                     |                            |   |   |                     |
|                          |                       |                                     |                            |   |   |                     |
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|                          |                       |                                     |                            |   |   |                     |
| <b>TOTALS</b>            |                       |                                     |                            |   |   |                     |



**SECTION V - CERTIFICATION**

**\*\*\*THIS CERTIFICATION MUST BE SIGNED AND FILED WITH THE FINAL PROPOSED VOLUNTARY AGREEMENT\*\*\***

I/We understand that:

- (1) Each party (party) to this Voluntary Agreement was provided with a copy of the complete proposed Voluntary Agreement and was given at least fourteen (14) days to consider this proposed Voluntary Agreement.
- (2) This proposed voluntary agreement is voluntary and no form of duress, fraud or coercion was imposed by the Housing Provider or any Tenant in securing the signatures of the tenants.
- (3) It shall be the responsibility of the party initiating this Voluntary Agreement to report any substantive changes in the information provided herein if the changes occur while this petition is pending before the Rent Administrator.
- (4) Any party who knowingly charges rent in excess of the maximum allowable rent charged under the Rental Housing Act of 1985, as amended, may be subject to a fine imposed under the provisions of Section 901 of the Act.
- (5) Any party who knowingly decreases a related service and/or facility without the approval of the Rent Administrator may be subject to a fine imposed under the provisions of Section 901 of the Act.
- (6) Any party who willfully violates any provisions of the Rental Housing Act of 1985, as amended, is subject to a fine up to \$5,000 or other penalties for each violation.
- (7) No Tenant, who is also an employee of the Housing Provider, shall be counted as part of the 70% of the Tenants required to approve the Voluntary Agreement.
- (8) The Voluntary Agreement described herein is consistent with, and implements all statutory purposes of the Act, including all remedial purposes, and is not intended in any way to result in the inequitable treatment of Tenants under the Act.
- (9) The Tenants and Housing Provider shall comply with all regulations in 14 DCMR §§ 4213.1-.21 (2004) as recited in Section VI herein and which are incorporated by reference.

I/We hereby certify that the information given herein is true to the best of my/our knowledge on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Signature of Party Initiating the Voluntary Agreement or the Authorized Representative

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Printed Name of Party Initiating the Voluntary Agreement or the Authorized Representative

**ATTACH ADDITIONAL SIGNATURE PAGES (WITH DATES), IF NECESSARY.**



## **SECTION VI – VOLUNTARY AGREEMENT REGULATIONS (14 DCMR § 4213)**

4213.1 Tenants and housing providers may enter into voluntary agreements pursuant to § 215 of the Act, for the following purposes:

- (a) To establish rent [charged];
- (b) To change related services or facilities; or
- (c) To provide for capital improvements and ordinary maintenance and repairs.

4213.2 Either a housing provider or the tenant of a housing accommodation may initiate a voluntary agreement.

4213.3 If a housing provider initiates a voluntary agreement, the housing provider shall distribute a copy of the proposed agreement to each tenant accompanied by a written notice that describes in detail the proposed rent [charged] that would be established, the proposed changes in related services or facilities, and the proposed capital improvements and ordinary maintenance and repairs.

4213.4 Each tenant shall be permitted a minimum of fourteen (14) days to consider the proposal, confer with other tenants, and respond to the housing provider.

4213.5 If the proposed voluntary agreement is initiated by one (1) or more tenants or a tenant association, the tenants shall serve on the housing provider a notice and schedule as required by § 4213.1, and the housing provider shall have a minimum of fourteen (14) days after receipt to consider the proposal and to respond to the tenants.

4213.6 All notices and responses shall be in writing with a copy forwarded to the Rent Administrator. A notice shall contain the name, address, and telephone number of the person(s) to whom the response shall be directed and shall be accompanied by a copy of § 4213.

4213.7 A response may include counter-proposals for proposed rent [charged], related services or facilities, and any other conditions incident to a voluntary agreement.

4213.8 Housing providers and tenants are encouraged to enter into face-to-face negotiations.

4213.9 If the parties involved in negotiating a voluntary agreement find there are difficulties and obstacles to the negotiations, but are desirous of achieving a successful agreement, any party may seek the assistance of the Conciliation Service of the RACD, as established under § 503 of the Act.

4213.10 Before the execution of a voluntary agreement by a housing provider and at least seventy percent (70%) of the tenants who reside in the housing accommodation, a copy of the final proposed agreement shall be distributed to each tenant eligible to sign.

4213.11 A proposed voluntary agreement shall contain at least the following:

- (a) The current and proposed rent [charged] and rent for each rental unit and the amount of the proposed rent change on both;

- (b) The current and proposed levels of related services or facilities under the agreement;
- (c) All other conditions (including specific repairs to be made) by which the housing provider agrees to be bound;
- (d) All other conditions by which the tenants agree to be bound;
- (e) A statement that the agreement is voluntary and that no form of coercion was imposed by the housing provider or any tenant in securing the signatures of the tenants; and
- (f) A listing of all tenants in the housing accommodation by name and rental unit numbers or identifying letters, a space for each tenant's signature and telephone number, and a space for each tenant to approve or disapprove the agreement.

4213.12 Tenants who are employees of the housing provider shall be identified as employees on the agreement and their signatures shall not be counted in determining whether seventy percent (70%) of the tenants approve the agreement.

4213.13 When a voluntary agreement has been approved by seventy percent (70%) of the tenants in a housing accommodation and the housing provider, the Rent Administrator shall approve the voluntary agreement within forty-five (45) days of its submission; Provided, that the Rent Administrator shall provide a reasonable opportunity for tenants with objections to submit the objections in writing.

4213.14 If the Rent does not approve or disapprove the voluntary agreement within the time limit of § 4213.13, the voluntary agreement shall be deemed approved.

4213.15 A written copy of the Rent Administrator's determination shall be mailed to the housing provider and to each tenant of the housing accommodation.

4213.16 If the Rent Administrator certifies approval of a voluntary agreement, the approval shall inform all parties of the following:

- (a) The new rent [charged];
- (b) Any new levels of related services or facilities; and
- (c) All other terms of the agreement.

4213.17 Voluntary agreements approved by the Rent Administrator shall be binding on the housing provider and on all tenants of the housing accommodation, including those tenants who did not sign the agreement.

4213.18 If the Rent Administrator, pursuant to § 4213.13, determines that there is substantial evidence that credible grounds for disapproval are present, a hearing shall be conducted [by the Office of Administrative Hearings] so that the parties can present testimony and documentary evidence in support of or in response to the grounds determined by the Rent Administrator.

4213.19 The Rent Administrator may disapprove a voluntary agreement which has been approved by seventy percent (70%) of the tenants only in the following circumstances:

- (a) If all or part of the tenant approval has been induced by duress, harassment, intimidation or coercion;

- (b) If all or part of the tenant approval has been induced by fraud, deceit or misrepresentation of material facts; or
- (c) If the voluntary agreement contradicts the provisions of § 102 of the Act or results in inequitable treatment of the tenants.

4213.20 Where a housing provider increases the rent for a rental unit to an amount equal to or less than the rent [charged] adjustment permitted by § 4213.1, the housing provider shall comply with the provisions of §§ 4205.4 and 4205.5, and the notices required by §§ 4101.6 and 4205.4(a) may be issued simultaneously to the affected tenant on a form of notice approved by the Rent Administrator.

4213.21 A notice of rent increase shall not be served on any tenant of the housing accommodation prior to the receipt of the Rent Administrator's approval of the voluntary agreement or to the expiration of the limit in §§ 4213.13 and 4213.14.