



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

Housing Regulation Administration  
Rental Conversion and Sale Division



## **INSTRUCTIONS FOR PREPARING AND ISSUING FORM 3A AN OFFER OF SALE WITH A THIRD PARTY SALE CONTRACT FOR A SINGLE-FAMILY ACCOMMODATION**

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### **Please Read and Follow These Instructions Carefully**

These instructions apply to an Offer of Sale (Form 3A) for the sale of a single-family accommodation<sup>1</sup>. This Offer of Sale (Form 3A) is used after an owner has given the tenants a Notice to Tenant of Landlord's Receipt or Solicitation of an Offer to Sell the Single-Family Accommodation and Notice of Intent to Sell and after the tenant has provided Form 2 Letter to Landlord, claiming to be elderly or disabled and meeting other certain requirements and after the owner has accepted (ratified) a third party sale contract for the housing accommodation.

### **Instructions for Issuing the Offer of Sale (Form 3A)**

1. Do not delete or alter any part of the Offer of Sale (Form 3A).
2. Fill in the date, name of each tenant, and the address of the single-family accommodation. Each tenant must receive a separate Offer of Sale (Form 3A) addressed to him or her.
3. The asking price and the material terms of the sale must be stated in the Offer of Sale (Form 3A). The material terms include the type of financial arrangements, if any, the owner will accept at settlement. If the material terms do not fit in the space provided, attach a supplemental page listing those additional material terms to the Offer of Sale (Form 3A).
4. The address and telephone number of the owner, or the owner's agent, must be stated on the Offer of Sale (Form 3A).

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<sup>1</sup> 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.

## FORM 3A INSTRUCTIONS, OFFER OF SALE WITH 3RD PARTY CONTRACT, PAGE 2 OF 2

5. The owner or the owner's agent must sign his or her full name on the Offer of Sale (Form 3A). For the purposes of legibility, a printed or typed name must also be placed on the appropriate line. An individual's name, not a business name, must be on this line. The name of the business may be placed in the address area.
6. Send each tenant the Offer of Sale (Form 3A) and a copy of the third party sale contract by certified mail. (Faxing or emailing the Offer of Sale (Form 3A) is NOT proper delivery.)
7. One (1) copy of the Offer of Sale (Form 3A) and one (1) copy of the ratified third party sale contract must be sent by certified mail to or filed in person at the Rental Conversion and Sale Division and the D.C. Office of the Tenant Advocate. Do NOT send the Offer of Sale (Form 3A) by facsimile or email. Faxing or emailing an Offer of Sale is NOT proper delivery.
8. The owner or the owner's agent must certify that the Rental Conversion and Sale Division, Office of the Tenant Advocate and each tenant were sent copies of the Offer of Sale (Form 3A) on the same day. Fill in and sign the attached affidavit, and include the completed and signed affidavit to the Rental Conversion and Sale Division when the Offer of Sale (Form 3A) is sent or delivered. Attach a list of tenants to the Affidavit and label the list "Exhibit A."

District of Columbia Department of Housing and Community  
Development Rental Conversion and Sale Division  
1800 Martin Luther King, Jr. Avenue,  
S.E. Washington, D.C. 20020  
Telephone (202) 442-4407 | [www.dhcd.dc.gov](http://www.dhcd.dc.gov)

D.C. Office of the Tenant Advocate  
2000 14th Street NW  
Suite 300 North  
Washington, D.C. 20009  
Telephone (202) 719-6560 | [www.ota.dc.gov](http://www.ota.dc.gov)



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

Housing Regulation Administration  
Rental Conversion and Sale Division



**AFFIDAVIT OF DELIVERY FOR FORM 3A**  
**OFFER OF SALE WITH A THIRD PARTY CONTRACT FOR**  
**SINGLE-FAMILY ACCOMMODATIONS**

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PROPERTY ADDRESS: \_\_\_\_\_

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

1. That on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. [circle one], I delivered envelopes addressed to each tenant identified on the list attached to this Affidavit as Exhibit A to a U.S. Postal Service employee at the U.S. Post Office located at \_\_\_\_\_, with proper postage affixed for delivery by certified mail, and containing a true, correct and complete copy of the Offer of Sale dated \_\_\_\_\_ and a complete copy of the ratified third party contract for the single-family accommodation located at the above stated address;
  
2. That on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. [circle one], I [check only one]
  - hand-delivered a copy of the attached true, correct and complete Offer of Sale dated \_\_\_\_\_ and a complete copy of the ratified third party contract for the single-family accommodation located at the above stated address and a list of the tenants identified on the list attached to this Affidavit as Exhibit A to the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division and the Office of the Tenant Advocate; OR
  
  - delivered by certified mail a copy of the attached true, correct and complete Offer of Sale dated \_\_\_\_\_ and a complete copy of the ratified third party contract for the single-family accommodation located at the above stated address and a list of the tenants identified on the list attached to this Affidavit as Exhibit A to the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division and the Office of the Tenant Advocate; and

3. I hereby certify that the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division, Office of the Tenant Advocate and each tenant listed on Exhibit A of this Affidavit were provided copies of the Offer of Sale on the same day.

I declare under penalty of law for making a false statement, as set out in D.C. Official Code §22-2405, 2001 ed., as amended, that the foregoing representations and statements are true and correct.

Signature\_\_\_\_\_ Date\_\_\_\_\_

Print Name\_\_\_\_\_



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
 Housing Regulation Administration – Rental Conversion and Sale Division



## **FORM 3A**

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

# **OFFER OF SALE AND TENANT OPPORTUNITY TO PURCHASE WITH A THIRD PARTY SALE CONTRACT FOR A SINGLE-FAMILY ACCOMMODATION**

**BY CERTIFIED MAIL**

DATE: \_\_\_\_\_

Dear \_\_\_\_\_:

This is to advise you of the owner’s offer to sell the single-family accommodation in which you live located at \_\_\_\_\_, Washington, D.C.\_\_\_\_\_.

### **1. Offer of Sale**

As an elderly or disabled tenant who signed a rental agreement to occupy the single-family accommodation or a unit in the single-family accommodation by March 31, 2018 and took occupancy by April 15, 2018 of a single-family accommodation in the District of Columbia, you must be given an opportunity to purchase this single-family accommodation in accordance with Title IV of the Rental Housing Conversion and Sale Act of 1980, as amended (D.C. Law 3-86, §42-3401.01 et. seq. (2001)) (the “Act”). This Offer of Sale also describes your tenant rights and responsibilities and the statutory time periods under the Act.

### **2. Acceptance Period**

If you wish to respond to this Offer of Sale, you shall provide both the owner and the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division, with a written statement accepting the owner’s offer to sell the housing accommodation either by first-class mail, a delivery service providing delivery tracking confirmation, certified mail or hand delivery on or before the 20th day after you received this Offer of Sale.

If you fail to provide a written statement accepting the owner’s offer to sell the single-family accommodation to the owner and the Rental Conversion and Sale Division during the 20 day response time period, your rights under this Offer of Sale will expire except as to the right of first refusal discussed below.

**3. Information**

Within seven days of receiving a written request for the information, the owner shall provide you with copies of: (a) a floor plan of the single-family accommodation, if available; (b) if floor plan is not available, owner must tell you in writing; (c) an itemized list of monthly operation expenses; (d) utility consumption rates and capital expenditures for each of the two preceding calendar years; and (e) the most recent rent roll, listing of tenants and a list of vacant rental units.

**4. Negotiation**

If you properly submit your written statement accepting the owner’s offer to sell the single-family accommodation to the owner and the Rental Conversion and Sale Division, you have 25 days to ratify a sale contract with the owner.

**5. Price and Material Terms**

The asking price for the single-family accommodation is \$\_\_\_\_\_. You must be informed of the type of financial arrangements, if any, the owner will accept at settlement. The owner may not require that you prove financial ability to enter into a sale contract. However, in the event the third party sale contract provides for deferred purchase money financing, the owner may require that prior to settlement, you prove (either alone or in conjunction with a third party) the ability to pay back financing before the owner grants deferred purchase money financing. The material terms of the sale for the tenant(s) are as follows:

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

A copy of the ratified third party sale contract is attached.

**6. Deposit**

At the time of contracting, you are required to deposit no more than 5 percent of the contract sale price. This deposit, with interest accrued thereon, is refundable in case there is a good faith inability to perform under the sale contract.

### **7. Settlement Time**

If you decide to purchase and the owner accepts your offer, you will have 45 days after the date of contracting to secure financing or financial assistance and go to settlement for the purchase of this single-family accommodation. However, if within 45 days after the date of contracting, you present the owner with the written decision of a lending institution or agency that states that the institution or agency estimates that a decision with respect to financing or financial assistance will be made within 75 days after the date of contracting, the owner shall provide you with an extension of time consistent with the written estimate.

### **8. Third Party Sale Contract and Right of First Refusal**

As of this date, the owner has accepted a sale contract to sell the single-family accommodation to another party, if you do not purchase. The owner has enclosed a copy of the sale contract for your review. In accordance with the Act, in addition to your rights stipulated in this offer, you will have an additional 15 days (right of first refusal) to match the enclosed third party sale contract, even if you do not submit a written statement accepting the owner's offer to sell the single-family accommodation or if you reject this Offer of Sale. If a written statement accepting the owner's offer to sell the single-family accommodation is submitted, the 15 day Right of First Refusal time period will commence at the end of the negotiation time period.

### **9. New Offer of Sale**

You will be issued a new Offer of Sale if the owner sells or signs a sale contract with a third party purchaser for a price that is more than 10 percent less than the price offered to you or for other terms which would constitute bargaining without good faith. In addition, if the owner has not contracted or sold this housing accommodation within (180) days from the date of this Offer of Sale, and, if the owner still desires to sell the single-family accommodation at that time, the owner must comply anew with the provisions of the Act.

### **10. Waiver**

You are prohibited from waiving your right to receive this Offer of Sale. However, upon receipt of this Offer of Sale, you may waive any of your other tenant's rights in exchange for any consideration which you find acceptable. You must sign a written statement waiving any of your tenant's rights. The owner will provide the Rental Conversion and Sale Division with a copy of the signed waiver document.

### **11. Assistance**

If you would like information concerning technical and financial assistance, you may contact Housing Counseling Services on (202) 667-7006, Latino Economic Development Corporation on (202) 540-7417, the Rental Conversion and Sale Division on (202) 442-4407, or the D.C. Office of the Tenant Advocate on (202) 719-6560.

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

cc: 1 copy of the Offer of Sale, 1 copy of the third party sale contract, Affidavit and an Exhibit A attachment must be hand delivered or sent by certified mail to:

District of Columbia  
Department of Housing and  
Community Development  
Rental Conversion and Sale Division  
1800 Martin Luther King, Jr. Avenue, S.E.  
Washington, D.C. 20020  
Telephone (202) 442-4407

AND

District of Columbia  
Office of the Tenant Advocate  
2000 14th Street NW  
Suite 300 North  
Washington, D.C. 20009  
(202) 719-6560

(Revised 07/10/2018)





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

Housing Regulation Administration  
Rental Conversion and Sale Division



## **INSTRUCTIONS FOR PREPARING AND ISSUING FORM 3B AN OFFER OF SALE WITHOUT A THIRD PARTY SALE CONTRACT FOR A SINGLE-FAMILY ACCOMMODATION**

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### **Please Read and Follow These Instructions Carefully**

These instructions apply to an Offer of Sale (Form 3B) for the sale of a single-family accommodation<sup>2</sup>. This Offer of Sale (Form 3B) is used when an owner gives the tenants an opportunity to purchase before the owner has accepted (ratified) a third party sale contract for the single-family accommodation.

### **Instructions for Issuing The Offer of Sale (Form 3B)**

1. Do not delete or alter any part of the Offer of Sale (Form 3B).
2. Fill in the date, name of each tenant, and the address of the single-family accommodation. Each tenant must receive a separate Offer of Sale (Form 3B) addressed to him or her.
3. The selling price and the material terms of the sale must be stated in the Offer of Sale (Form 3B). The material terms include the type of financial arrangements, if any, the owner will accept at settlement. If the material terms do not fit in the space provided, attach a supplemental page listing those additional material terms to the Offer of Sale (Form 3B).
4. The address and telephone number of the owner, or the owner's agent, must be stated on the Offer of Sale (Form 3B).
5. The owner or the owner's agent must sign his or her full name on the Offer of Sale (Form 3B). For the purposes of legibility, a printed or typed name must also be placed on the appropriate line. An individual's name, not a business name, must be on this line. The name of the business may be placed in the address area.

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<sup>2</sup> 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.

FORM 3B INSTRUCTIONS, OFFER OF SALE W/O 3RD PARTY CONTRACT, PAGE 2 OF 2

6. When the owner ratifies a third party sale contract, the owner or the owner's agent must send each tenant a notice, called a First Right of Refusal (Form 3C), along with a copy of the ratified third party sale contract. See "Right of First Refusal" (Form 3C).
7. Send each tenant the Offer of Sale (Form 3B) by certified mail. (Faxing or emailing the Offer of Sale (Form 3B) is NOT proper delivery).
8. One (1) copy of the Offer of Sale (Form 3B) must be sent by certified mail to or filed in person at the Rental Conversion and Sale Division and the D.C. Office of the Tenant Advocate. Do NOT send the Offer of Sale (Form 3B) by facsimile or email. Faxing or emailing an Offer of Sale is NOT proper delivery.
9. The owner or the owner's agent must certify that the Rental Conversion and Sale Division, Office of the Tenant Advocate and each tenant were sent copies of the Offer of Sale (Form 3B) on the same day. Fill in and sign the attached affidavit, and include the completed and signed affidavit to the Rental Conversion and Sale Division when the Offer of Sale (Form 3B) is sent or delivered. Attach a list of tenants to the Affidavit and label the list "Exhibit A."

District of Columbia Department of Housing and Community  
Development Rental Conversion and Sale Division  
1800 Martin Luther King, Jr. Avenue,  
S.E. Washington, D.C. 20020  
Telephone (202) 442-4407 | [www.dhcd.dc.gov](http://www.dhcd.dc.gov)

D.C. Office of the Tenant Advocate  
2000 14<sup>th</sup> Street NW  
Suite 300 North  
Washington, D.C. 20009  
Telephone (202) 719-6560 | [www.ota.dc.gov](http://www.ota.dc.gov)



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

Housing Regulation Administration  
Rental Conversion and Sale Division



**AFFIDAVIT OF DELIVERY FOR FORM 3B**  
**OFFER OF SALE WITHOUT A THIRD PARTY CONTRACT**  
**FOR SINGLE-FAMILY ACCOMMODATIONS**

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PROPERTY ADDRESS: \_\_\_\_\_

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

1. That on        at                                  a.m. / p.m. [circle one], I delivered envelopes addressed to each tenant identified on the list attached to this Affidavit as Exhibit A to a U.S. Postal Service employee at the U.S. Post Office located at \_\_\_\_\_, with proper postage affixed for delivery by certified mail, containing a true, correct and complete copy of the Offer of Sale dated \_\_\_\_\_ for the single-family accommodation located at the above stated address;
  
2. That on \_\_\_\_\_ at \_\_\_\_\_ a.m. / p.m. [circle one], I [check only one]
  - hand-delivered a copy of the attached true, correct and complete Offer of Sale dated \_\_\_\_\_ for the single-family accommodation located at the above stated address and a list of the tenants identified on the list attached to this Affidavit as Exhibit A to the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division and the Office of the Tenant Advocate; OR
  - delivered by certified mail a copy of the attached true, correct and complete Offer of Sale dated \_\_\_\_\_ for the single-family accommodation located at the above stated address and a list of the tenants identified on the list attached to this Affidavit as Exhibit A to the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division and the Office of Tenant Advocate; and
  
3. I hereby certify that the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division, the Office of the Tenant Advocate and each tenant listed on Exhibit A of this Affidavit were provided copies of the Offer of Sale on the same day.

FORM 3B AFFIDAVIT, OFFER OF SALE W/O 3RD PARTY CONTRACT, PAGE 2 OF 2

I declare under penalty of law for making a false statement, as set out in D.C. Official Code § 22-2405, 2001 ed., as amended, that the foregoing representations and statements are true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



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



Housing Regulation Administration  
Rental Conversion and Sale Division

**FORM 3B**

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

**OFFER OF SALE AND TENANT OPPORTUNITY TO  
PURCHASE WITHOUT A THIRD PARTY SALE CONTRACT  
FOR A SINGLE-FAMILY ACCOMMODATION**

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BY CERTIFIED MAIL

DATE: \_\_\_\_\_

Dear \_\_\_\_\_:

This is to advise you of the owner’s offer to sell the single-family accommodation in which you live located at \_\_\_\_\_, Washington, D.C.\_\_\_\_\_.

**1. Offer of Sale**

As an elderly or disabled tenant who signed a rental agreement to occupy the single-family accommodation or a unit in the single-family accommodation by March 31, 2018 and took occupancy by April 15, 2018 of a single-family accommodation in the District of Columbia, you must be given an opportunity to purchase this single-family accommodation in accordance with Title IV of the Rental Housing Conversion and Sale Act of 1980, as amended (D.C. Law 3-86, §42-3401.01 et. seq. (2001)) (the “Act”). This Offer of Sale also describes your tenant rights and responsibilities and the statutory time periods under the Act.

**2. Acceptance Period**

If you wish to respond to this Offer of Sale, you shall provide both the owner and the D.C. Department of Housing and Community Development, Rental Conversion and Sale Division with a written statement accepting the owner’s offer to sell the single-family accommodation either by first-class mail, a delivery service providing delivery tracking confirmation, certified mail or hand delivery on or before the 20th day after you received this Offer of Sale.

If you fail to provide a written statement accepting the owner’s offer to sell the single-family accommodation to the owner and the Rental Conversion and Sale Division during the 20 day

response time period, your rights under this Offer of Sale will expire except as to the right of first refusal discussed below.

**3. Information**

Within seven days of receiving a written request for the information, the owner shall provide you with copies of: (a) a floor plan of the single-family accommodation, if available; (b) if floor plan is not available, owner must tell you in writing; (c) an itemized list of monthly operation expenses; (d) utility consumption rates and capital expenditures for each of the two preceding calendar years; and (e) the most recent rent roll, listing of tenants and a list of vacant rental units.

**4. Negotiation**

If you properly submit your written statement accepting the owner’s offer to sell the single-family accommodation to the owner and the Rental Conversion and Sale Division, you have 25 days to ratify a sale contract with the owner.

**5. Price And Material Terms**

The asking price for the single-family accommodation is \$\_\_\_\_\_. You must be informed of the type of financial arrangements, if any, the owner will accept at settlement. The owner may not require that you prove financial ability to enter into a sale contract. However, in the event the third party sale contract provides for deferred purchase money financing, the owner may require that prior to settlement, you prove (either alone or in conjunction with a third party) the ability to pay back financing before the owner grants deferred purchase money financing. The material terms of the sale for the tenant(s) are as follows:

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

**6. Deposit**

At the time of contracting, you are required to deposit no more than 5 percent of the contract sale price. This deposit, with interest accrued thereon, is refundable in case there is a good faith inability to perform under the sale contract.

### **7. Settlement Time**

If you decide to purchase and the owner accepts your offer, you will have 45 days after the date of contracting to secure financing or financial assistance and go to settlement for the purchase of this single-family accommodation. However, if within 45 days after the date of contracting, you present the owner with the written decision of a lending institution or agency that states that the institution or agency estimates that a decision with respect to financing or financial assistance will be made within 75 days after the date of contracting, the owner shall provide you with an extension of time consistent with the written estimate.

### **8. Third Party Sale Contract And Right Of First Refusal**

As of this date, the owner has not accepted a sale contract to sell the single-family accommodation to another party. If the owner accepts a third party sale contract, the owner will send you a copy of the ratified contract and a Right of First Refusal to each tenant. You will have an additional 15 days (right of first refusal) to match the third party sale contract, even if you do not submit a written statement accepting the owner's offer to sell the single-family accommodation or if you reject this Offer of Sale. If a written statement accepting the owner's offer to sell the single-family accommodation is submitted, the 15 day Right of First Refusal time period will commence at the end of the negotiation time period.

### **9. New Offer Of Sale**

You will be issued a new Offer of Sale if the owner sells or signs a sale contract with a third party purchaser for a price that is more than 10 percent less than the price offered to you or for other terms which would constitute bargaining without good faith. In addition, if the owner has not contracted or sold this single-family accommodation within 180 days from the date of this Offer of Sale, and, if the owner still desires to sell the single-family accommodation at that time, the owner must comply anew with the provisions of the Act.

### **10. Waiver**

You are prohibited from waiving your right to receive this Offer of Sale. However, upon receipt of this Offer of Sale, you may waive any of your other tenant's rights in exchange for any consideration which you find acceptable. You must sign a written statement waiving any of your tenant's rights. The owner will provide the Rental Conversion and Sale Division with a copy of the signed waiver document.

### **11. Assistance**

If you would like information concerning technical and financial assistance, you may contact Housing Counseling Services on (202) 667-7006, Latino Economic Development Corporation on (202) 540-7417, the Rental Conversion and Sale Division on (202) 442-4407, or the D.C. Office of the Tenant Advocate on (202) 719-6560.

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

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

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

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OWNER'S SIGNATURE

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OWNER'S AGENT'S SIGNATURE

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OWNER'S NAME PRINTED

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OWNER'S AGENT'S NAME PRINTED

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Owner's Address, City, State & Zip Code

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Owner's Agent's Address, City, State & Zip Code



cc: 1 copy of the Offer of Sale, 1 copy of the third party sale contract, Affidavit and an Exhibit A attachment must be hand delivered or sent by certified mail to:

District of Columbia  
Department of Housing and  
Community Development  
Rental Conversion and Sale Division  
1800 Martin Luther King, Jr. Avenue, S.E.  
Washington, D.C. 20020  
Telephone (202) 442-4407

AND

District of Columbia  
Office of the Tenant Advocate  
2000 14<sup>th</sup> Street NW  
Suite 300 North  
Washington, D.C. 20009  
(202) 719-6560



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

Housing Regulation Administration  
Rental Conversion and Sale Division



## **INSTRUCTIONS FOR PREPARING AND ISSUING FORM 3C A RIGHT OF FIRST REFUSAL FOR A SINGLE-FAMILY ACCOMMODATION**

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Please Read and Follow These Instructions Carefully

These instructions apply to a Right of First Refusal (Form 3C) for the sale of a single-family accommodation<sup>3</sup>. This Right of First Refusal (Form 3C) notifies tenants after the owner has accepted (ratified) a third party sale contract on the single-family accommodation. This Right of First Refusal (Form 3C) is used only when the owner has issued an Offer of Sale Without a Third Party Sale Contract (Form 3B). The tenants have 15 days to match the ratified third party sale contract. The right of first refusal period commences after the end of the negotiation period.

### **Instructions for Issuing The Right Of First Refusal (Form 3c)**

1. Do not delete or alter any part of the Right of First Refusal (Form 3C).
2. Fill in the date, the name of each tenant, the single-family accommodation address, the Offer of Sale (Form 3B) date, and the address and telephone number of the owner or owner's agent.
3. The owner or the owner's agent must sign his/her full name on the Right of First Refusal (Form 3C). For the purposes of legibility, a printed or typed name must also be placed on the appropriate line. An individual name, not a business name, must be on this line. The name of the business may be placed in the address area.

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<sup>3</sup>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.

4. Send the Right of First Refusal (Form 3C) and a copy of the third party sale contract to each tenant by certified mail. (Faxing or emailing the Right of First Refusal (Form 3C) is NOT proper delivery.)
5. Send a copy of the Right of First Refusal (Form 3C) and a copy of the third party sale contract to the Rental Conversion and Sale Division and the Office of the Tenant Advocate. The addresses and telephone numbers are listed below and on the Right of First Refusal (Form 3C).

Department of Housing and  
Community Development  
Rental Conversion and Sale Division  
1800 Martin Luther King, Jr. Avenue, SE  
Washington, D.C. 20020  
Telephone (202) 442-4407  
[www.dhcd.dc.gov](http://www.dhcd.dc.gov)

AND

Office of the Tenant Advocate  
2000 14th Street NW  
Suite 300 North  
Washington, D.C. 20009  
(202) 719-6560  
[www.ota.dc.gov](http://www.ota.dc.gov)



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



Housing Regulation Administration  
Rental Conversion and Sale Division

**FORM 3C**

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

**RIGHT OF FIRST REFUSAL FOR A  
SINGLE-FAMILY ACCOMMODATION**

Date: \_\_\_\_\_

Dear \_\_\_\_\_:

Pursuant to Section 408 of the Rental Housing Conversion and Sale Act of 1980 (D.C. Law 3-86, §42- 3401.01 et. seq. (2001)), as amended (the “Act”), the owner has enclosed a copy of the third party sale contract, dated\_\_\_\_, which the owner accepted (ratified) for the sale of the single-family accommodation in which you reside at \_\_\_\_\_, Washington, D.C.\_\_\_\_\_.

In accordance with the Act, in addition to the statutory time periods of which you were notified in the owner’s Offer of Sale Without a Third Party Sale Contract for a Single-Family Accommodation, dated \_\_\_\_\_, you have 15 days to match the enclosed third party sale contract. The 15 day time period starts at the end of the statutory 25 day negotiation time period. If you did not send the owner and the Rental Conversion and Sale Division a written acceptance statement accepting the owner’s offer to sell the single-family accommodation or if the statutory 25 day negotiation time period has expired, you will have 15 days from receipt of this Right of First Refusal to match the third party sale contract.

If you match the ratified third party sale contract and you sign a sale contract with the owner, you will have 45 days to obtain financing or financial assistance and go to settlement for the purchase of this single-family accommodation. However, if, within 45 days after the date of contracting, you present the owner with the written decision of a lending institution or agency that states that the institution or agency estimates that a decision with respect to financing or financial assistance will be made within 75 days after the date of contracting, the owner shall provide you with an extension of time consistent with the written estimate.

If you would like information concerning technical and financial assistance, you may contact Housing Counseling Services on (202) 667-7006, Latino Economic Development Corporation on (202) 540-7417, the Rental Conversion and Sale Division on (202) 442-4407, or the D.C. Office of the Tenant Advocate on (202) 719-6560.

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

*THIS RIGHT OF FIRST REFUSAL IS NOT A NOTICE TO VACATE.*

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

\_\_\_\_\_  
Owner's SIGNATURE

\_\_\_\_\_  
Owner's PRINTED Name

\_\_\_\_\_  
Owner's Address, City, State and Zip Code

\_\_\_\_\_  
Owner's Agent's SIGNATURE

\_\_\_\_\_  
Owner's Agent's PRINTED Name

\_\_\_\_\_  
Owner's Agents Address, City, State and Zip Code

cc: 1 copy of Right of First Refusal and a copy of the third party ratified sale contract to:  
Department of Housing and Community Development      AND      Office of the Tenant Advocate  
Rental Conversion and Sale Division      2000 14th Street NW  
1800 Martin Luther King, Jr. Avenue, S.E.      Suite 300 North  
Washington, D.C. 20020      Washington, D.C. 20009  
Telephone (202) 442-4407      (202) 719-6560  
www.dhcd.dc.gov      www.ota.dc.gov