

## § 42–3401.03. Definitions.

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As used in this chapter, the term:

(1) “Appraised value” means the value of a housing accommodation as of the date of the appraisal, based on an objective, independent property valuation, performed according to professional appraisal industry standards.

(2) “Bona fide offer of sale” means an offer of sale for a housing accommodation or the interest in the housing accommodation that is either:

(A) For a price and other material terms that are at least as favorable as those accepted by a purchaser in an arm’s length third-party contract; or

(B) In the absence of an arm’s length third-party contract, an offer of sale with a price and other material terms comparable to that at which a willing seller and a willing buyer would sell and purchase the housing accommodation, or the appraised value.

(2A) “Condominium” has the same meaning as in § [42-1901.02](#)(4).

(2B) “Condominium Act” means the Condominium Act of 1976 (§ [42-1901.01](#) et seq.).

(3) “Condominium conversion” is the issuance of notice of filing pursuant to § [42-1904.06](#)(a).

(4) “Conversion” shall include cooperative conversions and condominium conversions as defined in this chapter.

(5) “Cooperative” means a cooperative legally incorporated pursuant to the District of Columbia Cooperative Association Act (§ [29-901](#) et seq.) or a cooperative corporation incorporated in another jurisdiction for the primary purpose of owning and operating real property in which its members reside.

(6) “Cooperative Act” means the District of Columbia Cooperative Association Act (§ [29-901](#) et seq.).

(7) “Cooperative conversion” is the filing of articles of incorporation pursuant to the Cooperative Act, or the comparable act of another jurisdiction and compliance with the requirements of this chapter, in either order.

(8) “District” means the District of Columbia government.

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(9) [“Delivery Receipt” means \(a\) confirmation from the United States Postal Service \(“USPS”\), including postings on the USPS tracking website, that delivery has been made to the recipient’s address or a notice has been delivered to recipient’s address that a package is being held at the Post Office for pick-up, or \(b\) confirmation from a commercial mailing service, including postings on the commercial mailing service’s tracking website, that a package has been delivered to the recipient’s address, or \(c\) a date-stamped receipt from the recipient, or \(d\) an affidavit of personal service.](#)

(10) [“Secure Delivery Method” means by hand or by sending by USPS Priority Mail, USPS Express Mail, \(but not USPS Certified Mail\), or by delivery by a commercial delivery service that maintains proof of delivery.](#)

Tracked Changes made by Roy L. Kaufmann, on behalf of DC Land Title Assn (202) 457-6710

**Rationale for change:** There currently exists confusion on the date from which time lines should be counted. By defining “delivery receipt,” confusion and ambiguity is eliminated for both the tenants, the sellers, the buyers, and the title industry. This change also provides consistency with standards set forth in §42-3404.02(d)(1)(C)(2).

(9) “Division” means the Rental Accommodations Division established by § [42-3502.03](#) or the Rental Conversion and Sale Division established by § [42-3502.04a](#).

(9A) "Elderly tenant" means a tenant who is 62 years of age or older.

(10) “Head of household” means a tenant who maintains the affected rental unit as the tenant’s principal place of residence, is a resident and domiciliary of the District of Columbia, and contributes more than one-half of the cost of maintaining the rental unit. If no member of a household contributes more than one-half of the cost of maintaining the rental unit, the members of the household who maintain the affected rental unit as their principal place of residence are residents and domiciliaries of the District of Columbia, and contribute to the cost of maintaining the rental unit, may designate one of themselves as the head of household. An individual may be considered a head of household for the purposes of this chapter without regard to whether the individual would qualify as a head of household for the purpose of any other law.

(10A) “Highest and best use” means the reasonably probable legal use of a property that is physically possible, appropriately supported, and financially feasible and that results in the highest value of the property.

(11) “Housing accommodation” or “accommodation” means a structure in the District of Columbia containing 1 or more rental units and the appurtenant land. The term does not include a hotel, motel, or other structure used primarily for transient occupancy and in which at least 60 percent of the rooms devoted to living quarters for tenants or guests are used for transient occupancy if the owner or other person or entity entitled to receive rents is subject to the sales tax imposed by § [47-2001\(n\)\(1\)\(C\)](#) and the occupant of the rental unit has been in occupancy for less than 15 days.

(12) “Low-income” means a household with a combined annual income, in a manner to be determined by the Mayor, which may include federal income tax returns where applicable, totaling less than the following percentages of the lower income guidelines established pursuant to § 8 of the United States Housing Act of 1937 (42 U.S.C. § 1437f) for a family of 4 for the Washington Standard Metropolitan Statistical Area (SMSA), as the median is determined by the United States Department of Housing and Urban Development and adjusted yearly by historic trends of that median, and as may be further adjusted by an interim census of District of Columbia incomes by local or regional government agencies:~~one-person household—50%two-person household 60%three-person household or a 1 or2 person household containing a person who is 62 years of age or older or who has a disability 90%four-person household—100%five-person household 110%more than 5 person household—120%~~

one-person household 50%

two-person household 60%

three-person household or a 1 or2 person household containing ~~a person~~[a person](#) who is 62 years of age or older or who has a disability 90%

four-person household 100%  
five-person household 110%

more than 5 person household 120%

(12A) “Matter-of-right” means a land use, development density, or structural dimension to which a property owner is entitled by current zoning regulations or law.

(13) “Mayor” means the Mayor of the District of Columbia or the designated representative of the Mayor.

(14) “Owner” means an individual, corporation, association, joint venture, business entity and its respective agents, who hold title to the housing accommodation unit or cooperative share.

(15) “Rental Housing Act” means the Rental Housing Act of 1985, effective July 17, 1985 (D.C. Law 6-10; § 42-3501.01 et seq.), or any successor rent control act.

(16) DCLTA Request. “Rental unit” or “unit” means only that part of a housing accommodation which is rented or offered for rent for residential occupancy ~~and includes~~. For the purposes of this subchapter, a “rental unit” or “unit” is an apartment, efficiency apartment, room, or suite of rooms used for living, sleeping and the preparation of meals, and single-family home or duplex, and the appurtenant land to such rental unit.

Rationale for DCLTA-requested change: To eliminate ambiguity. For example, if a commercial lease provided for the use of a space for commercial purposes only, a space used by the commercial tenant for living quarters would not be included in the definition of “rental unit.”

(17) DCLTA Request: “Tenant” means a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, ~~or~~ occupancy ~~or benefits~~ of a rental unit within a housing accommodation at the time the housing accommodation is offered for sale and who has resided in the rental unit for 90 days immediately preceding the offer of sale. If the names of 2 or more persons appear on a rental agreement, those persons shall determine which person may exercise a vote under this chapter. The singular term “tenant” includes the plural. A person residing in a housing accommodation in connection with or to facilitate the provision of services to the owner or tenant, as defined above, is not a tenant under the Rental Housing Conversion and Sale Act of 1980 as amended and extended.

Rationale for DCLTA-requested change: The change regarding residency conforms to the requirement found in § 42-3401.03(18) that limits TOPA rights to those tenants who have resided in the housing accommodation for at least 90 days. The exclusion regarding an employee recognizes that the employee is residing in the accommodation not as a tenant but as a condition of employment and is consistent with the restriction on employees found at § 42-3401.03(18).

(18) "Tenant organization" means an organization that represents at least a majority of the heads of household in the housing accommodation excluding those households in which no member has resided in the housing accommodation for at least 90 days and those households in which any member has been an employee of the owner during the preceding 120 days.

(19) "Tenant with a disability" means a tenant who has a disability as defined in section 3(1)(A) of the Americans with Disabilities Act of 1990, approved July 26, 1990 (104 Stat. 329; 42 U.S.C. § 12102(1)(A)).

## § 42–3403.02. Relocation payment.

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(a) **Required.** — If an owner converts a housing accommodation into a condominium or cooperative pursuant to this chapter, the owner shall provide a relocation payment to each tenant who does not purchase a unit or share or enter into a lease or lease option of at least 5 years' duration.

(b) **Amount.** — An owner shall pay the tenant only if the tenant provides a relocation expense receipt or a written estimate from a moving company or other relocation service provider. Regardless of the amount on the receipt or written estimates, the owner shall pay no less than \$125, but is not required to pay more than \$1,000 to the tenant.

(c) **Method.** — An owner may pay by check or cash to the tenant or person designated by the tenant, and shall pay within 7 days of receipt of the written estimate or receipt, the amount indicated or an amount required by subsection (b) of this section.

(d) **Entitlement to receive.** —

(1) The tenant who bears the cost of relocation is entitled to the payment. If there is more than 1 tenant who bears the cost of relocation from a unit, the owner shall pay the tenants proportionally.

(2) The owner is not required to make a relocation payment to a tenant against whom the owner has obtained a judgment for possession of the unit.

(3) If an owner does not make a relocation payment as required, the tenant has a private right of action to collect the payment and is entitled to costs and reasonable attorney fees for bringing the action.

## § 42–3404.02. Tenant opportunity to purchase; “sale” defined.

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**(a)** Before an owner of a housing accommodation may sell the housing accommodation or issue a notice to vacate for purposes of demolition or discontinuance of housing use, the owner shall give the tenant an opportunity to purchase the housing accommodation at a price and terms that represent a bona fide offer of sale.

**(a-1)** Whenever an offer of sale is made to tenants for a housing accommodation with 5 or more units that is required by subsection (a) of this section before the owner may issue a notice to vacate for purposes of demolition or discontinuance of housing use, and the offer is made in the absence of an arm’s-length third-party contract, the following shall apply:

**(1)** The sales price contained in the offer of sale shall be less than or equal to a price and other material terms comparable to that at which a willing seller and a willing buyer would sell and purchase the housing accommodation, or the appraised value of the housing accommodation as determined by this subsection.

**(2)** An appraised value shall only be based on rights an owner has as a matter-of-right as of the date of the offer, including any existing right an owner may have to convert the property to another use.

**(3)** Within the restrictions of paragraph (2) of this subsection, an appraised value may take into consideration the highest and best use of the property.

**(4)** The owner of the housing accommodation shall have the burden of proof to establish that an offer of sale under this subsection is a bona fide offer of sale.

**(5)(A)** A tenant organization registered according to § [42-3404.11\(1\)](#) may challenge the offer presented by an owner of a housing accommodation as not being a bona fide offer of sale, and request a determination of the appraised value of the housing accommodation.

**(B) DCLTA Request:** The tenant organization shall request an appraisal by delivering the request to the Mayor and the owner by hand or ~~by certified mail~~ a Secure Delivery Method within 45 days of ~~receipt~~ delivery of the alleged bona fide offer of sale by owner in accordance with § 42–3404.03. The delivery receipt from the United States Postal Service or the delivery receipt from the commercial delivery service or affidavit of hand-delivery shall be conclusive evidence for all purposes of the date of delivery.

**Rationale for changes:** To provide options regarding methods, to provide certainty regarding delivery dates, and to provide consistency with standards set forth in §42-3404.02(d)(1)(C)(2).

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(a-2) Notwithstanding subsection (a-1) of this section, for a tenant organization that before February 26, 2016 has registered the tenant organization with the Mayor pursuant to § [42-3404.11](#)(1) and pursuant to either § [42-3405.03](#) or § [42-3405.03a](#) has filed a complaint concerning this section, the following shall apply, beginning January 1, 2014:

(1) For the purposes of this subsection:

(A) “Appraised value” means the value of a housing accommodation as of the date of the appraisal, based on an objective, independent property valuation, performed according to professional appraisal industry standards.

(B) “Bona fide offer of sale” means an offer of sale for a housing accommodation or the interest in the housing accommodation that is either:

(i) For a price and other material terms that are at least as favorable as those accepted by a purchaser in an arm’s length third-party contract; or

(ii) In the absence of an arm’s length third-party contract, an offer of sale with a price and other material terms comparable to that at which a willing seller and a willing buyer would sell and purchase the housing accommodation, or the appraised value.

(C) “Highest and best use” means the reasonably probable legal use of a property that is physically possible, appropriately supported, and financially feasible and that results in the highest value of the property.

(D) “Matter-of-right” means a land use, development density, or structural dimension to which a property owner is entitled by current zoning regulations or law.

(2) Whenever an offer of sale is made to tenants for a housing accommodation with 5 or more units that is required by subsection (a) or (a-1) of this section before the owner may issue a notice to vacate for purposes of demolition or discontinuance of housing use, and the offer is made in the absence of an arm’s-length third-party contract, the following shall apply:

(A) The sales price contained in the offer of sale shall be less than or equal to a price and other material terms comparable to that at which a willing seller and a willing buyer would sell and purchase the housing accommodation, or the appraised value of the housing accommodation as determined by this subsection.

(B) An appraised value shall only be based on rights an owner has as a matter-of-right as of the date of the offer, including any existing right an owner may have to convert the property to another use.

(C) Within the restrictions of subparagraph (B) of this paragraph, an appraised value may take into consideration the highest and best use of the property.

(D) The owner of the housing accommodation shall have the burden of proof to establish that an offer of sale under this subsection is a bona fide offer of sale.

(E)(i) A tenant organization registered according to § [42-3404.11](#)(1) may challenge the offer presented by an owner of a housing accommodation as not being a bona fide offer of sale, and request a determination of the appraised value of the housing accommodation.

(ii) [DCLTA Request](#): The tenant organization shall request an appraisal by delivering the request to the Mayor and the owner by hand or by ~~certified mail~~ [USPS Certified Mail or Secure Delivery Method](#) within 45 days of ~~receipt~~ [delivery](#) of the ~~alleged~~ bona fide offer of sale. [by owner in accordance with § 42-3404.03. The Delivery Receipt shall be conclusive evidence for all purposes of the date of delivery.](#)

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[Rationale for changes: To provide options regarding methods, to provide certainty regarding delivery dates, and to provide consistency with standards set forth in §42-3404.02\(d\)\(1\)\(C\)\(2\).](#)

**(b) For the purposes of subchapters IV and V of this chapter, the terms “sell” or “sale” include, but are not limited to, the execution of any agreement pursuant to which the owner of the housing accommodation agrees to some, but not all, of the following:**

- (1) Relinquishes possession of the property;
- (2) Extends an option to purchase the property for a sum certain at the end of the assignment, lease, or encumbrance and provides that a portion of the payments received pursuant to the agreement is to be applied to the purchase price;
- (3) Assigns all rights and interests in all contracts that relate to the property;

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(4) Requires that the costs of all taxes and other government charges assessed and levied against the property during the term of the agreement are to be paid by the lessee either directly or through a surcharge paid to the owner;

(5) Extends an option to purchase an ownership interest in the property, which may be exercised at any time after execution of the agreement but shall be exercised before the expiration of the agreement; and

(6) Requires the assignee or lessee to maintain personal injury and property damage liability insurance on the property that names the owner as the additional insured.

## § 42–3404.03. Offer of sale.

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The owner shall provide each tenant a written copy of the bona fide offer of sale by ~~certified mail~~ Secure Delivery Method and post a copy of the offer of sale in a conspicuous place in common areas of the housing accommodation if it consists of more than one unit. The Delivery Receipt shall constitute conclusive evidence for all purposes of the date of delivery or date of posting. The owner shall provide the Mayor with a written copy of the bona fide offer of sale by ~~certified mail~~ USPS Certified Mail or by a Secure Delivery Method, or by filing it with the Conversion and Sale Administrator within the Department of Housing and Community Development. The owner shall certify to the Mayor that copies of the bona fide offer of sale were sent to or delivered to the Mayor and to each tenant ~~were provided copies of the offer of sale on the same day. An offer includes, at a minimum:~~

**Rationale for changes:** These changes remove ambiguity from the statute. With this new language the seller will know when he has complied with the notice provisions and there will be clarity that the tenants have had the bona fide offer of sale delivered to them. These changes also provide consistency with standards set forth in §42-3404.02(d)(1)(C)(2).

## § 42–3404.05. Contract negotiation.

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(a) **Bargaining in good faith.** — The tenant and owner shall bargain in good faith. The following constitute prima facie evidence of bargaining without good faith:

(1) The failure of an owner to offer the tenant a price or term at least as favorable as that offered to a third party, within the periods specified in §§ [42-3404.09\(4\)](#), [42-3404.10\(4\)](#), and [42-3404.11\(4\)](#), respectively, without a reasonable justification for so doing;

(2) The failure of an owner to make a contract with the tenant which substantially conforms with the price and terms of a third party contract within the time periods specified in §§ [42-3404.09\(4\)](#), [42-3404.10\(4\)](#), and [42-3404.11\(4\)](#), respectively, without a reasonable justification for so doing; or

(3) The intentional failure of a tenant or an owner to comply with the provisions of this subchapter.

(a-1) **Reduced price.** — If the owner sells or contracts to sell the accommodation to a third party for a price more than 10% less than the price offered to the tenant or for other terms which would constitute bargaining without good faith, the owner shall comply anew with all requirements of §§ [42-3404.09](#), [42-3404.10](#), and [42-3404.11](#), as applicable.

(a-2) **Financial assurances.** — The owner may not require the tenant to prove financial ability to perform as a prerequisite to entering into a contract. The owner may not require the tenant to pay the purchase price in installments unless the owner provides deferred purchase money financing on terms reasonably acceptable to the tenant. The owner may require the tenant to prove that the tenant, either alone or in conjunction with a third party, has comparable financial ability to the third-party contractor before the owner will be required to grant deferred purchase money financing to the tenant on the same terms and conditions agreed between the owner and the third-party contractor. If the tenant can prove comparable financial ability alone, the owner may not require the tenant to secure a third-party guarantor. This proof cannot be required as a prerequisite to contracting. It may be required only as a prerequisite to the owner granting deferred purchase money financing at settlement.

(a-3) **Transfers of interest in a partnership or corporation and master leases.** — In the event of a transfer of interest in a partnership or corporation or in the event of a master lease or agreement that is considered a sale within the meaning of § [42-3404.02](#), but which does not involve a transfer of record title to the real property, the owner shall be bargaining in good faith if the owner offers the tenant the opportunity to acquire record title to the real property or offers the tenant the opportunity to match the type of transfer or agreement entered into with the third party. With respect to either type of offer, all provisions of this subchapter apply.

(b) **Deposit.** — The owner shall not require the tenant to pay a deposit of more than 5% of the contract sales price in order to make a contract. The deposit is refundable in the event of a good faith failure of the tenant to perform under the contract.

## § 42–3404.06. Exercise or assignment of rights.

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The tenant(s), except the tenant of a single family accommodation, may exercise rights under this subchapter in conjunction with a third party or by assigning or selling those rights to any party, whether private or governmental. The exercise, assignment, or sale of tenant rights may be for any consideration which the tenant, in the tenant's sole discretion, finds acceptable. Such an exercise, assignment, or sale may occur at any time in the process provided in this subchapter and may be structured in any way the tenant, in the tenant's sole discretion, finds acceptable.

**Rationale for DCLTA-requested change:** The provision for assignment of TOPA rights when the structure consists of multiple units allows the tenants to join together and, when unable to buy the multi-family structure, to negotiate with a third party through the assignment process to obtain concessions regarding their housing accommodations. In a single-family accommodation, the tenant's position is quite different. Whereas a tenant may not be able to buy an entire multi-family structure, tenants in a single-family structure do not face the same economic barriers to buying the accommodation.

## § 42–3404.08. Right of first refusal.

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In addition to any and all other rights specified in this subchapter, a tenant or tenant organization provided the tenant organization has been registered with the Conversion and Sale Administrator within the Department of Housing and Urban Development in accordance with § 42–3404.11(1), shall also have the right of first refusal during the 15 days after the tenant or tenant organization has received from the owner a valid sales contract to purchase by a third party. If the contract is ~~received~~ delivered by a Secure Delivery Method during the negotiation period pursuant to § 42-3404.09(2), § 42-3404.10(2), or § 42-3404.11(2), the 15-day period will begin to run at the end of the negotiation period. The Delivery Receipt shall be conclusive evidence for all purposes of the delivery date. In exercising rights pursuant to this section, all rights specified in this subchapter shall apply except the minimum negotiation periods specified in §§ 42-3404.09(2), 42-3404.10(2), and 42-3404.11(2).

**Rationale for DCLTA-requested:** There is confusion in the industry regarding the right of tenants in a 5 or more-unit accommodation to receive the notice of a right of first refusal. In accordance with § 42–3404.11(1), in order to make a contract of sale with an owner, the tenants must register a tenants organization and, upon registration, a tenant organization constitutes the sole representative of the tenants. If no tenants’ organization has been registered, then there is no party to whom a notice regarding a right of first refusal may be given. This changed language clarifies under what circumstances the right of first refusal must be given for an accommodation with 5 or more units.

## § 42–3404.09. Single-family accommodations.

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The following provisions apply to single-family accommodations:

(1) **Written statement of interest.** — Upon ~~receipt~~delivery of a written offer of sale from the owner, sent by a Secure Delivery Method, that includes a description of the tenant’s rights and obligations under this section, or upon delivery to the Mayor~~’s receipt~~ by USPS Certified Mail or by a Secure Delivery Method of a copy of the written offer of sale, whichever is later, the tenant shall have 30 days to provide~~deliver to~~ the owner and the Mayor, ~~by hand or by sending by certified mail, with~~USPS Certified Mail or by a Secure Delivery Method a written statement of interest. The Delivery Receipt shall be conclusive evidence for all purposes of the delivery date. The statement of interest shall be a clear expression of interest on the part of the tenant to exercise the right to purchase as specified in this subchapter;

(2) **Negotiation period.** — If a tenant has provided a written statement of interest in accordance with paragraph (1) of this section, the owner shall afford the tenant a reasonable period to negotiate a contract of sale, and shall not require less than 60 days, not including the 30 days provided by paragraph (1) of this section. For every day of delay in providing information by the owner as required by this subchapter, the negotiation period is extended by 1 day;

(3) **Time before settlement.** — The owner shall afford the tenant a reasonable period prior to settlement in order to secure financing and financial assistance, and shall not require less than 60 days after the date of contracting. If a lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within 90 days after the date of contracting, the owner shall afford an extension of time consistent with that written estimate;

(4) **Lapse of time.** — If 180 days elapse from the date of a valid offer under this subchapter and the owner has not sold or contracted for the sale of the accommodation, the owner shall comply anew with the terms of this subchapter.

**Rationale for DCLTA- requested changes:** There has been continuing confusion in the industry and among tenants as to the start date for statutorily provided time for actions or rights under TOPA. By tying time lines to delivery receipts, confusion and ambiguity is removed from the statute. By providing more common methods of delivery, more opportunity is provided to tenants to actually receive the bona fide offer of sale. Based on years of experience, the title industry has found that tenants frequently do not go to the post office to retrieve certified mail. These changes provide consistency with standards set forth in §42-3404.02(d)(1)(C)(2).

## § 42–3404.10. Accommodations with 2 through 4 units.

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The following provisions apply to accommodations with 2 through 4 units:

(1) **Joint and several response.** — The tenants may respond to an owner’s offer first jointly, then severally. Upon ~~receipt~~delivery of a written offer of sale from the owner that includes a description of the tenant’s rights and obligations under this section, or upon delivery to the Mayor~~’s receipt~~ of a copy of the written bona fide offer of sale, whichever is later, a group of tenants acting jointly shall have 15 days to provide the owner and the Mayor, by hand or by sending by ~~certified mail, with~~USPS Certified Mail or by a Secure Delivery Method a written statement of interest. The United States Postal Service mailing receipt or the receipt from a commercial delivery service demonstrating date of delivery shall constitute conclusive evidence for all purposes of the delivery date of the written statement of interest. Following that time period, if the tenants acting jointly have failed to submit a written statement of interest, an individual tenant shall have 7 days to ~~provide~~deliver a statement of interest to the owner and the Mayor; by hand or by sending by ~~certified mail,~~USPS Certified Mail or by a Secure Delivery Method. The Delivery Receipt shall be conclusive evidence for all purposes of the delivery date. Each statement of interest must be clear expression of interest on the part of the tenant or tenant group to exercise the right to purchase as specified in this subchapter;

**Rationale for DCLTA- requested changes:** There has been continuing confusion in the industry and among tenants as to the start date for statutorily provided time for actions or rights under TOPA. By tying time lines to delivery receipts, confusion and ambiguity is removed from the statute. By providing more common methods of delivery, more opportunity is provided to tenants to actually receive the bona fide offer of sale. Based on years of experience, the title industry has found that tenants frequently do not go to the post office to retrieve certified mail. These changes provide consistency with standards set forth in §42-3404.02(d)(1)(C)(2).

## § 42–3404.11. Accommodations with 5 or more units.

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The following provisions apply to accommodations with 5 or more units:

(1) **Tenant organization.** — In order to make a contract of sale with an owner, the tenants shall: (A) form a tenant organization with the legal capacity to hold real property, elect officers, and adopt bylaws, unless such a tenant organization exists in a form desired by the tenants; (B) file articles of incorporation; and (C) deliver an application for registration to the Mayor and the owner by hand or by USPS certified mail or by a Secure Delivery Method within 45 days of ~~receipt~~delivery of a ~~valid~~valid bona fide offer ~~or of sale to the Mayor's receipt~~tenants or delivery of a copy of a ~~valid~~valid bona fide offer to the Mayor, whichever is later. If, at the time of receipt of the valid offer, a tenant organization exists in a form desired by the tenants, the delivery of the application for registration to the Mayor and the owner by hand or by ~~certified mail~~USPS Certified Mail or by a Secure Delivery Method shall be within 30 days of receipt of a valid offer or delivery to the Mayor's receipt of a valid offer, whichever is later. The application shall include the name, address, and phone number of tenant officers and legal counsel (if any); a copy of the articles of incorporation, as filed; a copy of the bylaws; documentation that the organization represents at least a majority of the occupied rental units as of the time of ~~registration~~delivery of the bona fide offer of sale and such other information as the Mayor may require. The Delivery Receipt shall be conclusive evidence for all purposes of the delivery date. Upon registration, the organization constitutes the sole representative of the tenants, and the prior offer of sale is deemed an offer to the organization;

Rationale for DCLTA-requested changes: There has been continuing confusion in the industry and among tenants as to the start date for statutorily provided time for actions or rights under TOPA. By tying time lines to delivery receipts, confusion and ambiguity is removed from the statute. By providing more common methods of delivery, more opportunity is provided to tenants to actually receive the bona fide offer of sale. Based on years of experience, the title industry has found that tenants frequently do not go to the post office to retrieve certified mail. These changes provide consistency with standards set forth in §42-3404.02(d)(1)(C)(2).

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