

## **2708 REAL PROPERTY SELLER'S DISCLOSURE STATEMENT**

2708.1 The requirements of this section shall apply to the transfer or sale of real property located in the District consisting of at least one (1) but not more than four (4) dwelling units, where:

- (a) The transfer is effected through a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase; and
- (b) The purchaser of the property to be transferred has expressed in writing an interest to reside in the property.

2708.2 This section shall not apply to the following kinds of transfers:

- (a) Court ordered transfers, including;
  - (1) Transfers ordered by a probate court in the administration of an estate;
  - (2) Transfers pursuant to a writ of execution;
  - (3) Transfers by a foreclosure sale;
  - (4) Transfers by a trustee in bankruptcy;
  - (5) Transfers by eminent domain; and
  - (6) Transfers from a decree for specific performance.
- (b) Transfers to a mortgagee by a mortgagor or successor in interest who is in default;
- (c) Transfers by;
  - (1) A sale under a power of sale;
  - (2) A foreclosure sale under a decree of foreclosure after default in an obligation secured by a mortgage or deed of trust or any other instrument containing a power of sale; or
  - (3) A mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or has acquired the real property by a deed in lieu of foreclosure.
- (d) Transfers by a non-occupant fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust;
- (e) Transfers from one cotenant to one or more other cotenants;
- (f) Transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling, or any combination of the foregoing;
- (g) Transfers between spouses resulting from the following:
  - (1) A judgment of divorce;
  - (2) A judgment of separate maintenance; or

- (3) From a property settlement agreement incidental to a judgment;
  - (h) Transfers or exchanges to or from a governmental entity; and
  - (i) Transfers made by a person of newly constructed residential property that has not been inhabited.
- 2708.3 The transferor or seller of real property described in § 2708.1 of this section shall provide a completed Seller's Disclosure Statement in the form prescribed under § 2708.13 of this section. This shall be the form for the disclosure statement required under section 3 of the Residential Real Property Seller Disclosure, Funeral Services Date Change, and Public Services Board Independent Procurement Authority Act of 1998, vetoed by the Mayor on December 29, 1998, and overridden by the Council on January 5, 1999, effective April 20, 1999 (D.C. Law 12-263, §2; D.C. Official Code § 42-1301 et seq.).
- 2708.4 The transferor or seller shall sign the Seller's Disclosure Statement and deliver it to the purchaser or transferee as follows:
  - (a) In the case of a sale, before or at the time the prospective purchaser or transferee executes a purchase agreement with the transferor; or
  - (b) In the case of an installment sales contract where a binding purchase contract has not been executed or in the case of a lease with an option to purchase; before or at the time the prospective purchaser or transferee executes the installment sales contract or lease with the transferor or seller.
- 2708.5 The transferor or seller shall complete the items set forth in Seller's Disclosure Statement as follows:
  - (a) The transferor or seller shall answer all questions on the Seller's Disclosure Statement;
  - (b) If an item does not apply to the subject property, the transferor or seller shall check "N/A" (not applicable) on the Seller's Disclosure Statement; and
  - (c) If the information regarding a specific item is not known, the transferor or seller shall check "UNKNOWN" on the Seller's Disclosure Statement.
- 2708.6 Responses to items on the Seller's Disclosure Statement shall be made in good faith, which means honesty in fact in the making of the disclosure. Information provided in the statement shall be based on information available and actually known to the transferor or seller.
- 2708.7 If additional space is required in responding to an item, the transferor or seller shall attach an additional page for that item. Each additional page shall bear the signature of the transferor or seller.
- 2708.8 The transferor or seller of a condominium unit, cooperative unit, or a lot in a homeowners association shall provide information only as to the transferor's or seller's unit or lot and not as to any common elements, common areas, or other areas outside the unit or lot.
- 2708.9 If the transferor or seller fails to provide a completed Seller's Disclosure Statement before the purchaser executes a purchase agreement, installment sales contract, or lease with an option to purchase, the purchaser or transferee may terminate the agreement, contract or lease by delivering written notice to the transferor or seller not more than five (5) calendar days after the receipt of the disclosure statement. If the agreement, contract, or lease is terminated, the transferor or seller shall return the deposit to the transferee.
- 2708.10 The purchaser waives the right to terminate a purchase agreement, installment sales contract, or lease with an option to purchase under § 2708.9 of this section if the right to terminate is not exercised before the earliest of the following:

- (a) The making of a written application to a lender for a mortgage loan or financing, provided that the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application;
  - (b) Settlement or date of occupancy by the purchaser or transferee in the event of a sale; or
  - (c) Occupancy in the event of a lease with an option to purchase.
- 2708.11 If the information provided in the Seller's Disclosure Statement becomes inaccurate as a result of any action, occurrence or agreement, the inaccuracy shall not be grounds for terminating the transaction under § 2708.9 of this section.
- 2708.12 The Seller's Disclosure Statement shall be furnished by personal delivery, facsimile, or registered mail. The execution of a facsimile counterpart of the statement by the transferor or seller shall be considered execution of the original.
- 2708.13

### **SELLER'S DISCLOSURE STATEMENT**

#### Instructions to the Seller for Seller's Disclosure Statement:

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

- 1. Who must complete the Seller's Disclosure Statement? The Seller, not the broker and not the management company, condominium association, cooperative association or homeowners association.**
  
- 2. In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser? The Act applies to the following types of transfers or sales of District of Columbia real estate:**
  - (a) where the property consists of one to four residential dwelling units, and,
  - (b) the transactions a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase, and,
  - (c) the purchaser expresses, in writing, an interest to reside in the property to be transferred

**However, the Act does not apply to:**

- (a) court ordered transfers;
- (b) transfers to a mortgagee by a mortgagor in default;
- (c) transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- (d) transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- (e) transfers between co-tenants;

- (f) transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling(or any combination of the foregoing);
- (g) transfer between spouses under a divorce judgment incidental to such a judgment;
- (h) transfers or exchanges to or from any governmental entity; and
- (i) transfers made by a person of newly constructed residential property that has not been inhabited.

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

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

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

**5. What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee? If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:**

- (a) the making of an application for a mortgage loan (if the lender discloses in writing that the right to rescind terminates on submission of the application);
- (b) settlement or date of occupancy in the case of a sale; or
- (c) occupancy in the case of a lease with an option to purchase.

**6. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract? If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.**

**7. How must a Seller deliver the Seller's Disclosure Statement to the Transferee? The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.**

**SELLER'S PROPERTY CONDITION STATEMENT**  
**For Washington, DC**

Property

Address: \_\_\_\_\_

Is the property included in a:

condominium association?       Yes                                       No

cooperative?                       Yes                                       No

homeowners association with mandatory participation and fee?                       Yes                       No

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

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

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

The seller(s) completing this disclosure have owned the property from \_\_\_\_\_ to \_\_\_\_\_

The seller(s) completing this disclosure have occupied the residence from \_\_\_\_\_ to \_\_\_\_\_

**A. Structural Conditions**

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

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

Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?

Yes                                       No                                      If yes,

comments: \_\_\_\_\_

Does the seller have actual knowledge of any existing fire retardant treated plywood?

Yes                                       No                                      If yes,

comments: \_\_\_\_\_

**2. Fireplace/Chimney(s)**

Does the seller have actual knowledge of any defects in the working order of the fireplaces?

Yes                       No                       No fireplace(s)                      If yes,

comments: \_\_\_\_\_

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

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

\_\_\_\_\_

**3. Basement**

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement?

Yes       No       Not Applicable

If yes,

comments: \_\_\_\_\_

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

Yes       No

If yes,

comments: \_\_\_\_\_

**4. Walls and floors**

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

Yes       No

If yes,

comments: \_\_\_\_\_

**5. Insulation**

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

Yes       No

If yes,

comments: \_\_\_\_\_

**6. Windows**

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

Yes       No

If yes,

comments: \_\_\_\_\_

**B. Operating Condition of Property Systems**

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

Type of system       Forced Air       Radiator       Heat Pump  
 Electric baseboard       Other  
Heating Fuel       Natural Gas       Electric       Oil       Other  
Age of system       0-5 years       5-10 years       10-15 years  
 Unknown

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

Yes       No

If yes,

comments: \_\_\_\_\_

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

Yes       No

If yes,

comments: \_\_\_\_\_

Does the heating system include:

Humidifier       Yes       No       Unknown  
Electronic air filter       Yes       No       Unknown

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

Yes       No       Not Applicable



TV antenna/controls	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Central vacuum	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Ceiling fan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Attic fan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Sauna/Hot tub	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Pool heater & equip	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Security System	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Intercom System	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Garage door opener & remote controls	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Lawn sprinkler system	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Water treatment system	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Smoke Detectors	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Carbon Monoxide detectors	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Other Fixtures or Appliances	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable

If yes to any of the above, describe defects:

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#### D. Exterior/Environmental Issues

##### 1. Exterior Drainage

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

Yes  No

If yes,  
comments:

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##### 2. Damage to property

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

Fire  Yes  No

Wind  Yes  No

Flooding  Yes  No

If yes,  
comments:

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##### 3. Wood destroying insects or rodents

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

Yes  No

If yes, comments: \_\_\_\_\_

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

Yes  No

If yes, comments: \_\_\_\_\_

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

Yes  No

If yes, comments: \_\_\_\_\_



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

Yes  No

If yes, comments: \_\_\_\_\_

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

Yes  No

If yes, comments: \_\_\_\_\_

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

Yes  No

If yes, comments: \_\_\_\_\_

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

Yes  No

If yes, comments: \_\_\_\_\_

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

SOURCE: Final Rulemaking published at 46 DCR 6966 (August 27, 1999); as amended by Final Rulemaking published at 52 DCR 6998 (July 29, 2005); as amended by Final Rulemaking published at 54 DCR 1303 (February 9, 2007).