

# NEW TENANT KIT



If you have been offered tenancy, please download and read this kit before you sign the lease. It is intended to provide you with an overview of the basic rights of tenancy in the District of Columbia and includes the following documents:

CONDITION OF RENTAL PROPERTY CHECKLIST  
TENANT BILL OF RIGHTS,  
CHAPTER 1, SECTION 101 (CIVIL ENFORCEMENT POLICY),  
CHAPTER 1, SECTION 106 (NOTIFICATION OF TENANTS CONCERNING VIOLATIONS),  
CHAPTER 3 (LANDLORD AND TENANT),  
DC TENANT SURVIVAL GUIDE,  
PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

# NEW TENANT KIT



**Acceptance.** If your application is accepted please download this kit before signing the lease. Additionally we ask you to pay the security deposit. The property will remain on the market until the lease is signed and security deposit paid.

**Rent collection.** We utilize the services of SIMPLIFYEM in collecting the rents at no cost to our tenants. All rents are due on the 1<sup>st</sup> of each month and are considered late after the 5<sup>th</sup> of each month. We send out a letter of delinquency on the 6<sup>th</sup>. For those tenants that have not paid in full by the 20<sup>th</sup> of the month, we initiate a *Notice to Vacate*.

**Service or repair** requests must be submitted through the *Service Request* link at BUZIPROPERTIES.COM or by email.

**Emergencies.** If the emergency is life threatening, dial 911. If anything that poses damage risk to the property if not corrected immediately, contact us without delay.

We look forward to providing you with a great home and service

## CONDITION OF RENTAL PROPERTY CHECKLIST

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

TENANT(S) \_\_\_\_\_

MOVE-IN INSPECTION DATE \_\_\_\_\_ MOVE-OUT INSPECTION DATE \_\_\_\_\_

INSTRUCTIONS: Tenant(s) must complete and submit this checklist within THREE DAYS of moving in. Tenant(s) and manager use the move-in/move-out checklist to determine if any of the tenant's security deposit will be retained for cleaning or repairs after move-out. BE SPECIFIC and DETAILED when filling out the checklist.

√	ITEMS	CONDITION AT MOVE-IN	CONDITION AT MOVE-OUT	CHARGE
	Unit must be completely cleaned and free of trash			
	Closets, cabinets and storage areas must be emptied and cleaned			
	Ceramic/Vinyl floors need to be cleaned and mopped			
	Kitchen counter, cabinets and back splash must be cleaned			
	Sinks must be cleaned (bleached if necessary)			
	Appliances (drip pans and knobs) must be cleaned and sanitized			
	Fireplaces must be cleaned out and dust free			
	Smoke and carbon monoxide detectors should be tested			
	Patios and balconies must be swept and free from debris and trash			
	Doorstoppers must work and any damages corrected			
	Light and plug switches must be cleaned or replaced if cracked			
	Light bulbs must be in working order			
	Light fixtures must be of the same style as found			
	Doors and door frames must be cleaned			
	Locks and doorknobs must be in working order			
	Drawers must be in working order			

Window coverings must be straightened and cleaned			
Mirrors must be cleaned			
Ceiling fan blades must be cleaned and dusted, both sides			
Nail holes must be patched and painted with matching color			
Check HVAC and then leave at 60° in winter and 80° in summer			
Check the working condition of the STOVE and OVEN			
Check the working condition of the REFRIGERATOR/FREEZER			
Check the working condition of the DISPOSAL			
Check the working condition of the WASHER/DRYER			
Check the working condition of the AIR CONDITIONER			
Check the working condition of the HEATER			
Check the working condition of the HOT WATER HEATER			
Check the working condition of all SINKS FOR LEAKS			
Check the working condition of the GARAGE DOOR OPENERS			
Check the working condition of all WINDOW AND DOOR LOCKS			
Check the working condition of all TOILETS AND TUBS			
Trash must be removed and any unwanted items taken to the dump			
Keys, receipts and instruction manuals must be left at the premises			
# of keys/ # of sets			

# DISTRICT OF COLUMBIA OFFICE OF THE TENANT ADVOCATE

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## District of Columbia Tenant Bill of Rights

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The Tenant Bill of Rights Amendment Act of 2014 , effective December 17, 2014 (D.C. Law 20-147; D.C. Official Code §§ 42-3531.07(8) & 42-3502.22(b)(1)) requires the D.C. Office of Tenant Advocate to publish a “D.C. Tenant Bill of Rights” to be updated periodically and noticed in the *D.C. Register*. This document is not exhaustive and is intended to provide tenants with an overview of the basic rights of tenancy in the District. Except for rent control, all these rights apply to every tenant in the District.

1. **LEASE**: A written lease is *not* required to establish a tenancy. If there is one, the landlord must provide you with a copy of the lease and all addendums. The landlord must also provide you with copies of certain District housing regulations, including those for Landlord & Tenant relations. Certain lease clauses are prohibited, including waiver of landlord liability for failing to properly maintain the property. The landlord may not change the terms of your lease without your agreement. After the initial lease term expires, you have the right to continue your tenancy month-to-month indefinitely on the same terms, except for lawful rent increases. (14 DCMR §§ 101, 106 & 300-399)
2. **SECURITY DEPOSIT**: The amount of the security deposit may not exceed the amount of 1 month’s rent. The landlord must place your security deposit in an interest-bearing account. The landlord must post notices stating where the security deposit is held and the prevailing interest rate. If there is a “move-out” inspection, the landlord must notify you of the date and time. Within 45 days after you vacate the apartment, the landlord must either return your security deposit with interest, or provide you with written notice that the security deposit will be used to defray legitimate expenses (which must be itemized within 30 more days). (14 DCMR §§ 308-311)
3. **DISCLOSURE OF INFORMATION**: Upon receiving your application to lease an apartment, the landlord must disclose: (a) the applicable rent for the rental unit; (b) any pending petition that could affect the rent (if rent control applies); (c) any surcharges on the rent and the date they expire (if rent control applies); (d) the rent control or exempt status of the accommodation; (e) certain housing code violation reports; (f) the amount of any non-refundable application fee, security deposit, and interest rate; (g) any pending condo or coop conversion; (h) ownership and business license information; (i) either a 3-year history of “mold contamination” (as defined) in the unit and common areas, or proof of proper remediation; and (j) a copy of this D.C. Tenant Bill of Rights document. The landlord must make this information accessible to you throughout your tenancy. Upon a tenant’s request once per year, the landlord must also disclose the amount of, and the basis for, each rent increase for the prior 3 years. (D.C. Official Code §§ 42-3502.22 & .13(d))

4. **RECEIPTS FOR RENTAL PAYMENTS:** The landlord must provide you with a receipt for any money paid, except where the payment is made by personal check *and* is in full satisfaction of all amounts due. The receipt must state the purpose and the date of the payment, as well as the amount of any money that remains due. (14 DCMR § 306)
5. **RENT INCREASES:** “Rent control” limits the amount and the frequency of rent increases. For units that are exempt from rent control, generally only the lease terms limit rent increases. If rent control applies, the landlord may not raise the rent: (a) unless the owner and manager are properly licensed and registered; (b) unless the unit and common areas substantially comply with the housing code; (c) more frequently than once every 12 months; (d) by more than the Consumer Price Index (CPI) for an elderly tenant (age 62 or over) or tenant with a disability, regardless of income, if registered with the Rent Administrator; (e) by more than the CPI + 2% for all other tenants. A rent increase larger than (d) or (e) requires government approval of a landlord petition, which tenants may challenge. You also may challenge a rent increase implemented within the prior 3 years.
6. **BUILDING CONDITIONS:** The landlord must ensure that your unit and all common areas are safe and sanitary as of the first day of your tenancy. This is known as the “*warranty of habitability*.” The landlord must maintain your apartment and all common areas of the building in compliance with the housing code, including keeping the premises safe and secure and free of rodents and pests, keeping the structure and facilities of the building in good repair, and ensuring adequate heat, lighting, and ventilation. The tenant has the right to receive a copy of a notice of violation issued to the landlord (14 DCMR §§ 106; 301; & 400-999)
7. **LEAD PAINT HAZARD:** For properties built prior to 1978, the landlord must (a) provide a prospective tenant household with a form issued by the District Department of the Environment about their rights under the D.C. lead laws; (b) provide a current lead-safe “clearance report” to (i) a prospective tenant household that includes a child less than 6 years of age or a pregnant woman, (ii) an in-place tenant household that gains such a person and requests the report in writing from the landlord, and (iii) any tenant household regularly visited by such a person; and (c) disclose to a tenant household what the landlord reasonably should know about the presence in the tenant’s unit of a lead-based paint hazard or of lead-based paint, which is presumed to be present unless there is documentation showing otherwise. (20 DCMR §§ 3300 *et seq.*)
8. **MOLD:** Upon written notice from a tenant that mold or suspected mold exists in the unit or a common area, the landlord must inspect the premises within 7 days and remediate within 30 days. Mold assessment and remediation must be performed in compliance with District regulations. (D.C. Official Code § 8-241)

9. **QUIET ENJOYMENT AND RETALIATION:** The landlord may not unreasonably interfere with the tenant's comfort, safety or enjoyment of a rental unit, whether for the purpose of causing the housing accommodation to become vacant or otherwise (D.C. Official Code § 42-3402.10). The landlord may not retaliate against you for exercising any right of tenancy. Retaliation includes unlawfully seeking to recover possession of your unit, to increase the rent, to decrease services or increase your obligations; and also includes violating your privacy, harassing you, or refusing to honor your lease. (D.C. Official Code § 42-3505.02)
10. **DISCRIMINATION:** The landlord may not engage in discriminatory acts based upon the actual or perceived: race, color, religion, national origin, sex, age, marital status, genetic information, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, status as a victim of an intra-family offense, or place of residence or business of any individual. Discriminatory acts include refusing to rent; renting on unfavorable terms, conditions, or privileges; creating a hostile living environment; and refusing to make reasonable accommodations to give a person an equal opportunity to use and enjoy the premises. (D.C. Official Code § 2-1401.01 *et seq.*)
11. **RIGHT TO ORGANIZE:** The landlord may not interfere with the right of tenants to organize a tenant association, convene meetings, distribute literature, post information, and provide building access to an outside tenant organizer. (D.C. Official Code § 42-3505.06)
12. **SALE AND CONVERSION:** Tenants must be given the opportunity to purchase an accommodation before the landlord sells or demolishes the accommodation or discontinues the housing use. The landlord may not convert the rental accommodation to a cooperative or condominium unless a majority of the tenants votes for the conversion in a tenant election certified by the District's Conversion and Sale Administrator. (D.C. Official Code §§ 42-3404.02 & 42-3402.02)
13. **RELOCATION ASSISTANCE:** If you are displaced by alterations or renovations, substantial rehabilitation, demolition, or the discontinuance of the housing use, you may have the right to receive relocation assistance from your landlord. (D.C. Official Code § 42-3507.01)
14. **EVICTION:** The landlord may evict you only for one of ten specific reasons set forth in Title V of the Rental Housing Act of 1985. For example, you may *not* be evicted just because your lease term expires, or because the rental property has been **sold** or **foreclosed** upon. Even if there is a valid basis to evict you, the landlord may not use "self-help" methods to do so, such as cutting off your utilities or changing the locks. Rather, the landlord must go through the judicial process. You generally must be given a written Notice to Vacate (an exception is non-payment of rent where you waive the right to notice in the lease); an opportunity to cure the lease violation, if that is the basis for the action; and an opportunity to challenge the landlord's claims in court. Finally, any eviction must be pursuant to a court order, and must be scheduled and supervised by the U.S. Marshal Service. (D.C. Official Code § 42-3505.01)

**RESOURCES**

D.C. Dept. of Housing and Community Development 1800 Martin Luther King Avenue, SE Washington, DC 20020 <b>Phone:</b> (202) 442-9505 <b>Fax:</b> (202) 645-6727 <b>Website:</b> <a href="http://www.dhcd.dc.gov">www.dhcd.dc.gov</a>	D.C. Office of the Tenant Advocate 2000 14 <sup>th</sup> Street, NW, Suite 300 North Washington, DC 20009 <b>Phone:</b> (202) 719-6560 <b>Fax:</b> (202) 719-6586 <b>Website:</b> <a href="http://www.ota.dc.gov">www.ota.dc.gov</a>
D.C. Dept. of Consumer and Regulatory Affairs 1100 4th Street, SW Washington, DC 20024 <b>Phone:</b> (202) 442-4400 <b>Fax:</b> (202) 442-9445 <b>Website:</b> <a href="http://www.dkra.dc.gov">www.dkra.dc.gov</a>	District Dept. of the Environment 1200 First Street, NE Washington, DC 20002 <b>Phone:</b> (202) 535-2600 <b>Fax:</b> (202) 535-2881 <b>Website:</b> <a href="http://www.ddoe.dc.gov">www.ddoe.dc.gov</a>

I/We, \_\_\_\_\_, confirm that I/We have received a Tenant Bill of Rights and Responsibilities Form on (insert date): \_\_\_\_\_.



## **101            CIVIL ENFORCEMENT POLICY**

- 101.1    The maintenance of leased or rental habitations in violation of the provisions of this subtitle, where those violations constitute a danger to the health, welfare, or safety of the occupants, is declared to be a public nuisance.
- 101.2    The abatement of the public nuisances referred to in subsection 101.1 by criminal prosecution or by compulsory repair, condemnation, and demolition alone has been and continues to be inadequate.
- 101.3    The public nuisances referred to in subsection 101.1 additionally cause specific, immediate, irreparable and continuing harm to the occupants of these habitations.
- 101.4    The public nuisances referred to in subsection 101.1 damage the quality of life and the mental development and well-being of the occupants, as well as their physical health and personal property, and this harm cannot be fully compensated for by an action for damages, rescission or equitable set-off for the reduction in rental value of the premises.
- 101.5    It is the purpose of this section to declare expressly a public policy in favor of speedy abatement of the public nuisances referred to in subsection 101.1, if necessary, by preliminary and permanent injunction issued by Courts of competent jurisdiction.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2901, Commissioners' Order 55-1503 (August 11, 1955).

## **106 NOTIFICATION OF TENANTS CONCERNING VIOLATIONS**

- 106.1 After an inspection of a habitation, the Director shall provide the tenant of the habitation a copy of any notification with respect to that habitation issued to the owner pursuant to this subtitle.
- 106.2 The notification to the tenant shall state plainly and conspicuously that it is only for the tenant's information; Provided, that if the notice places duties on the tenant, it shall state those duties.
- 106.3 In any instance where a violation of this subtitle directly involves more than one habitation, the Director shall post a copy of any notification issued to the owner pursuant to this chapter for a reasonable time in one or more locations within the building or buildings in which the deficiency exists. The locations for posting the notification shall be reasonably selected to give notice to all tenants affected.
- 106.4 No person shall alter, modify, destroy, or otherwise tamper with or mutilate a notification posted under this section.
- 106.5 Any tenant directly affected by the violation(s) shall, upon request to the Director, be sent a copy of the posted notification.
- 106.6 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2903(b), Commissioners' Order 55-1503 (August 11, 1955).

## **300 NOTICE TO TENANTS OF HOUSING CODE PROVISIONS**

300.1 The owner of each habitation shall provide to each existing tenant, and shall at the commencement of any tenancy provide to the tenant, a copy of the provisions of this chapter and a copy of the following sections of chapter 1 of this subtitle:

- (a) Chapter 1, § 101 (Civil Enforcement Policy); and
- (b) Chapter 1, § 106 (Notification of Tenants Concerning Violations).

AUTHORITY: Unless otherwise noted, the authority for this chapter is contained at paragraphs 28 and 46 of section 7 of An Act Making appropriations to provide for the expenses of the government of the District of Columbia for the fiscal year ending June thirtieth, nineteen hundred and three, and for other purposes (“Act of 1902”), Public, No.218, 32 Stat. 590, approved July 1, 1902, as amended by: An Act approved July 1, 1932 to amend section 7 [of the Act of 1902], Public, No. 237, 47 Stat. 550; and An Act approved July 22, 1947, Public Law 215, 61 Stat. 402.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2904, Commissioners’ Order 55-1503 (August 11, 1955).

## **301 IMPLIED WARRANTY AND OTHER REMEDIES**

301.1 There shall be deemed to be included in the terms of any lease or rental agreement covering a habitation an implied warranty that the owner will maintain the premises in compliance with this subtitle.

301.2 The rights, remedies, and duties set forth in this chapter shall not be deemed to be exclusive of one another unless expressly so declared or to preclude a court of law from determining that practices, acts, lease provisions and other matters not specifically dealt with in this chapter are contrary to public policy or unconscionable or otherwise unlawful.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2902, 2913, Commissioners’ Order 55-1503 (August 11, 1955).

## **302 VOIDING LEASE FOR VIOLATION OF REGULATIONS**

302.1 The leasing of any habitation which, at the beginning of the tenancy, is unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not those violations are the subject of a notice issued under this subtitle) of which the owner has knowledge or reasonably should have knowledge, shall render void the lease or rental agreement for the habitation.

302.2 After the beginning of the tenancy, if the habitation becomes unsafe or unsanitary due to violations of

this subtitle in that habitation or in the common space of the premises (whether or not the violations are the subject of a notice issued under this subtitle), the lease or rental agreement for the habitation shall be rendered void if both of the following apply:

- (a) The violations did not result from the intentional acts or negligence of the tenant or his or her invitees; and
- (b) The violations are not corrected within the time allowed for correction under a notice issued under this subtitle (or, if a notice has not been issued, within a reasonable time after the owner has knowledge or reasonably should have knowledge of the violations).

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2902, Commissioners' Order 55-1503 (August 11, 1955).

### **303 SIGNED COPIES OF AGREEMENTS AND APPLICATIONS**

303.1 In each lease or rental of a habitation entered into after June 12, 1970, the owner shall provide to the tenant upon execution (or within seven (7) days after execution) an exact, legible, completed copy of any agreement or application which the tenant has signed.

303.2 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2905, Commissioners' Order 55-1503 (August 11, 1955).

### **304 PROHIBITED WAIVER CLAUSES IN LEASE AGREEMENTS**

304.1 Any provision of any lease or agreement contrary to, or providing for a waiver of, the terms of this chapter, or § 101 or § 106 of chapter 1, shall be void and unenforceable.

304.2 No person shall cause any of the provisions prohibited by this section to be included in a lease or agreement respecting the use of the property in the District of Columbia, or demand that any person sign a lease or agreement containing any such provision.

304.3 No owner shall cause to be placed in a lease or rental agreement any provision exempting the owner or premises from liability or limiting the liability of the owner or the residential premises from damages for injuries to persons or property caused by or resulting from the negligence of the owner (or the owner's agents, servants, or employees) in the operation, care, or maintenance of the leased premises, or any facility upon or portion of the property of which the leased premises are a part.

304.4 No owner shall place (or cause to be placed) in a lease or rental agreement a provision waiving the right of a tenant of residential premises to a jury trial, or requiring that the tenant pay the owner's court costs or legal fees, or authorizing a person other than the tenant to confess judgment against a tenant. This subsection shall not preclude a court from assessing court or legal fees against a tenant in

appropriate circumstances.

304.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2906, 2907, and 2912, Commissioners' Order 55-1503 (August 11, 1955).

## **305 INSPECTION OF PREMISES AFTER BREACH OF WARRANTY OR VOIDED LEASE**

305.1 Following a judicial determination that the owner has breached the implied warranty of habitability applying to the premises (under § 301 of this chapter), or following a judicial determination that a lease or rental agreement is void, the owner shall obtain a certificate from the Director that the habitation is in compliance with this subtitle prior to the next reletting of the habitation.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2911, Commissioners' Order 55-1503 (August 11, 1955).

## **306 WRITTEN RECEIPTS FOR PAYMENTS BY TENANT**

306.1 In each lease or rental of a habitation, the owner shall provide written receipts for all monies paid to him or her by the tenant as rent, security, or otherwise, unless the payment is made by personal check.

306.2 Each receipt issued under this section shall state the following:

- (a) The exact amount received;
- (b) The date the monies are received; and
- (c) The purpose of the payment.

306.3 Each receipt shall also state any amounts still due which are attributable to late charges, court costs, or any other such charge in excess of rent.

306.4 If payment is made by personal check, and there is a balance still due which is attributable to late charges, court costs, or any other such charge in excess of rent, the owner shall provide a receipt stating the nature of the charges and the amount due.

306.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2909, Commissioners' Order 55-1503 (August 11, 1955).

## **307 PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS**

- 307.1 No action or proceeding to recover possession of a habitation may be brought against a tenant, nor shall an owner otherwise cause a tenant to quit a habitation involuntarily, in retaliation for any of the tenant's actions listed in § 307.3.
- 307.2 No demand for an increase in rent from the tenant, nor decrease in the services to which the tenant has been entitled, nor increase in the obligations of a tenant shall be made in retaliation against a tenant for any of the tenant's actions listed in § 307.3.
- 307.3 This section prohibits the taking of any of the actions set forth in this section in retaliation against the tenant for any of the following actions by a tenant:
- (a) A good faith complaint or report concerning housing deficiencies made to the owner or a governmental authority, directly by the tenant or through a tenant organization;
  - (b) The good faith organization of a tenant organization or membership in a tenant organization;
  - (c) The good faith assertion of rights under this subtitle, including rights under §§ 301 and 302 of this chapter, or § 101 of chapter 1.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2910, Commissioners' Order 55-1503 (August 11, 1955).

## **308 SECURITY DEPOSITS**

- 308.1 For purposes of this chapter, the term "security deposit" shall mean all monies paid to the owner by the tenant as a deposit or other payment made as security for performance of the tenant's obligations in a lease or rental of the property.
- 308.2 On or after February 20, 1976, any security deposit or other payment required by an owner as security for performance of the tenant's obligations in a lease or rental of a dwelling unit shall not exceed an amount equivalent to the first full month's rent charged that tenant for the dwelling unit, and shall be charged only once by the owner to the tenant.
- 308.3 All monies paid to an owner by tenants for security deposits or other payment made as security for performance of the tenant's obligations shall be deposited by the owner in an interest bearing escrow account established and held in trust in a financial institution in the District of Columbia insured by a federal or state agency for the sole purposes of holding such deposits or payments.
- 308.4 All monies held by an owner on February 20, 1976 for security deposits or other payments covered by this section shall be paid into an escrow account within thirty (30) days.

- 308.5 The owner of more than one residential building may establish one (1) escrow account for holding security deposits or other payments by the tenants of those buildings.
- 308.6 For each security deposit or other payment covered by this section, the owner shall clearly state in the lease or agreement or on the receipt for the deposit or other payment the terms and conditions under which the payment was made.
- 308.7 The housing provider shall post in the lobby of the building and rental office at the end of each calendar year, the following information: Where the tenants' security deposits are held and what the prevailing rate was for each 6-month period over the past year. At the end of a tenant's tenancy, the housing provider shall list for the tenant the interest rate for each 6-month period during the tenancy.
- 308.8 The provisions of this section shall not be applicable to Federal or District of Columbia agencies' dwelling units leased in the District of Columbia or to units for which rents are Federally subsidized.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, §§ 2908.1(b) and 2908.5, 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992); as amended by D.C. Act 16-633 at 54 DCR 889 (February 2, 2007).

## **309 REPAYMENT OF SECURITY DEPOSITS TO TENANTS**

- 309.1 Within forty-five (45) days after the termination of the tenancy, the owner shall do one of the following:
- (1) Tender payment to the tenant, without demand, any security deposit and any similar payment paid by the tenant as a condition of tenancy in addition to the stipulated rent, and any interest due the tenant on that deposit or payment as provided in paragraph (4)(a) and (a-1) (14 DCMR § 311); or
  - (2) Notify the tenant in writing, to be delivered to the tenant personally or by certified mail at the tenant's last known address, of the owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement.
- 309.2 The owner, within 30 days after notification to the tenant pursuant to the requirement of paragraph (2)(a)(2) (14 DCMR § 309.1(b)), shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses, and at the same time give the tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.
- 309.3 Failure by the owner to comply with § 309.1 and § 309.2 of this section shall constitute prima facie evidence that the tenant is entitled to full return, including interest as provided

in § 311, of any deposit or other payment made by the tenant as security for performance of his or her obligations or as a condition of tenancy, in addition to the stipulated rent.

309.4 Failure by the owner to serve the tenant personally or by certified mail, after good faith effort to do so, shall not constitute a failure by the owner to comply with § 309.1 and § 309.2.

309.5

(1) Any housing provider violating the provisions of this section by failing to return a security deposit rightfully owed to a tenant in accordance with the requirements of this section shall be liable for the amount of the deposit withheld or, in the event of bad faith, for treble damages.

(2) For the purposes of this sub-paragraph, the term “bad faith” means any frivolous or unfounded refusal to return a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgment, or an honest belief in the course of action taken.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners’ Order 55-1503 (August 11, 1955); as amended by Section 3 of the Security Deposit Act, effective February 20, 1976 (D.C. Law 1-48; 22 DCR 2823 (November 28, 1975)); as amended by Section 2 of the Unitary Rent Ceiling Adjustment Amendment Act of 1992, effective March 16, 1993 (D.C. Law 9-191; 40 DCR 2184 (April 2, 1993)); as amended by the Interest on Rental Security Deposits Amendment Act of 2006, effective March 14, 2007 (D.C. Law 16-276; 54 DCR 889 (February 2, 2007)); as amended by the Tenant Security Deposits Clarification Amendment Act of 2012, effective June 7, 2012 (D.C. Law 19-140; 59 DCR 2879 (April 13, 2012)).

## **310 RETURN OF SECURITY DEPOSIT: INSPECTION OF PREMISES**

310.1 In order to determine the amount of the security deposit or other payment to be returned to the tenant, the owner may inspect the dwelling unit within three (3) days, excluding Saturdays, Sundays, and holidays, before or after the termination of the tenancy.

310.2 The owner shall conduct the inspection, if the inspection is to be conducted, at the time and place of which notice is given to the tenant.

310.3 The owner shall notify the tenant in writing of the time and date of the inspection.

310.4 The notice of inspection shall be delivered to the tenant, or at the dwelling unit in question, at least ten (10) days before the date of the intended inspection.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners’ Order 55-1503 (August 11, 1955); as amended by section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975).



## **311 INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS**

- 311.1 The interest in the escrow account described in Section 2908.1(b) (14 DCMR § 308.3) on all money paid by the tenant prior to or during the tenancy as a security deposit, decorating fee, or similar deposit or fee, shall commence on the date the money is actually paid by the tenant, or within thirty (30) days after February 20, 1976, whichever is later, and shall accrue at not less than the statement savings rate then prevailing on January 1st and on July 1st for each 6-month period (or part thereof) of the tenancy which follows those dates. On those dates, the statement savings rate in the District of Columbia financial institution in which the escrow account is held shall be used. All interest earned shall accrue to the tenant except for that described in paragraph (4)(a-1) or as set forth in paragraph (2) (14 DCMR § 309).
- 311.2 Interest on an escrow account shall be due and payable by the owner to the tenant upon termination of any tenancy of a duration of twelve (12) months or more, unless an amount is deducted under procedures set forth in paragraph (2) (14 DCMR §§ 309.1 and 309.2). Any housing provider violating the provisions of this section by failing to pay interest on a security deposit escrow account that is rightfully owed to a tenant in accordance with the requirements of this section, shall be liable to the tenant, as applicable, for the amount of the interest owed, or in the event of bad faith, for treble that amount. For the purposes of this paragraph, the term "bad faith" means any frivolous or unfounded refusal to pay interest on a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgment, or an honest belief in the course of action taken. Any housing provider who willfully violates the provisions of this section by failing to pay interest on a security deposit escrow account that is rightfully owed to a tenant in accordance with the requirements of this section shall be subject to a civil fine of not more than \$ 5000 for each violation.
- (1) If the housing provider invests the security deposit in an account with an interest rate that exceeds that of the statement savings rate as required in subparagraph (a)(14) (14 DCMR § 311.1), the housing provider may apply up to 30% of the excess interest for administrative costs or other purposes.
- 311.3 Except in cases where no interest is paid to the tenant as provided in § 311.2, the owner shall not assign the account or use it as security for loans.
- 311.4 It is the intent of this section that the account referred to in this section and § 309 shall be used solely for the purpose of securing the lessees' performance under the lease.
- 311.5 This section and § 309 and § 310 shall not be subject to the notice requirements of any other section of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by Section 3 of the Security Deposit Act, effective February 20, 1976 (D.C. Law 1-48; 22 DCR 2823 (November 28, 1975)); as amended by Section 2 of the Adjustment of Interest

Rates Paid on Rental Security Deposits Amendment Act of 1992, effective March 17, 1993 (D.C. Law 9-212, § 2908.4(a); 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, published at 40 DCR 23 (December 21, 1992); as amended by the Interest on Rental Security Deposits Amendment Act of 2006, effective March 14, 2007 (D.C. Law 16-276; 54 DCR 889 (February 2, 2007); as amended by the Tenant Security Deposits Clarification Amendment Act of 2012, effective June 7, 2012 (D.C. Law 19-140; 59 DCR 2879 (April 13, 2012).

**312 [RESERVED]**

**313 [RESERVED]**

**314 [RESERVED]**

**315 NOTIFICATION REQUIRED**

315.1 Prior to the acceptance of a nonrefundable application fee or security deposit, the owner of the habitation shall provide written notice of any requests that are pending for an adjustment in the rent ceiling of the habitation, as the adjustments are specifically enumerated in section 207 of the Rental Housing Act of 1985, D.C. Law 6-10, D.C. Official Code § 42-3502.07 (2001).

315.2 The notification shall include the current rent ceiling, the new rent ceiling requested in the petition, the petition filing date and petition number, and the nature of any repairs or rehabilitation planned in the dwelling unit as part of the petition.

315.3 A violation of this section shall be a Class 2 civil infraction pursuant to Titles I- III of the Department of Consumer and Regulatory Affairs Infractions Act of 1985. Adjudication of any infraction of this article shall be pursuant to titles I-III of the Department of Consumer and Regulatory Affairs Civil Infractions Act of 1985.

SOURCE: Section 2 of the Rent Ceiling Adjustment Notification Amendment Act of 1992, D.C. Law 9-79, §§ 2915.1 through 2915.3, 39 DCR 673 (February 7, 1992).

**399 DEFINITIONS**

399.1 The provisions of section 199 of chapter 1 of this title and the definitions set forth in that section shall be applicable to this chapter.

# Washington, D.C. Tenant Survival Guide

Seventh Edition December 2006, Published by the Harrison Institute for Public Law in conjunction with the District of Columbia Office of the Tenant Advocate,

Georgetown University Law Center, 111 F Street, NW, Suite 102, Washington, D.C. 20001, (202) 662-9600

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For hundreds of years, the relationship between landlords and tenants was characterized by tenants having very few rights against landlords. Now, however, the courts and the Council of the District of Columbia have made laws that redefine this relationship and, as a result, tenants in the District of Columbia today have many legal rights related to rent, building condition, and purchase of their buildings. This guide is an introduction to these reforms in landlord-tenant law. The guide not only outlines tenant rights, but also is a reminder of tenant responsibilities to pay rent, respect the landlord's property, and comply with lease terms. Because the law is complex and constantly changing, tenants should not rely solely on the brief summaries of law contained in this guide. Tenants should contact the legal service organizations or other agencies listed in the last section of the guide (Agencies and Information) for detailed information.

## Acknowledgements

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## How to Order Copies of this Guide

Copies are available at the Harrison Institute for Public Law, 111 F Street, NW, Suite 102, Washington, D.C. 20001, (202) 662-9600. For more information about the Harrison Institute, visit:  
<http://www.law.georgetown.edu/clinics/hi/housing.html>.

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## 1.0 Leases

A lease is an agreement between you and your landlord. The landlord agrees to provide a clean, sanitary, and vacant apartment and to make repairs required by the D.C. Housing Code. You agree to pay the rent, keep your apartment or house clean and undamaged, and follow the rules and regulations of your lease.

Leases are usually in writing. Typically, a landlord will provide a pre-printed form that you will be asked to sign. Leases may also be "oral" or unwritten agreements. An oral lease gives you the same basic rights as a written lease, but they are harder to enforce and you should try to have your lease put in writing.

### A. Application for a Lease

When you apply to rent a house or apartment, you are actually applying to qualify for a lease. Usually, the landlord will require you to fill out an application form and pay an application fee before you sign the lease. The application typically requests information on employment history and credit references and often becomes part of the lease. Read the application thoroughly and give true and accurate information. If you give false information, the landlord may later be able to evict you.

When you fill out a rental application to lease any rent-controlled unit in the District, the landlord is required to inform you of the unit's rental history. The landlord must give you a disclosure form that lists the following:

- that the unit has been properly registered as exempt from rent-control;
- the amount of the non-refundable application fee;
- the amount of rent and any additional surcharges for the unit;
- the frequency that rent increases may be implemented;
- a pamphlet published by RACD explaining tenant rights and resources;

- the amount of the initial security deposit (if any), the interest rate of the deposit, and how the deposit will be returned once you leave;
- all reports for housing code violations issued within the previous year;
- any pending tenant or landlord petitions that could effect the unit;
- information identifying the building's owner; and
- if the building is in the process of converting to a cooperative or a condominium.

## B. Discrimination

It is illegal for a landlord to refuse to rent to you or discriminate against you because of your race, color, national origin, sex, age, source of income, religion, marital status, sexual orientation, family responsibilities, parental status, personal appearance, physical handicap, political affiliations, place of residence or business, or student status. It is also illegal to refuse to rent to someone because they would pay the rent using a Section 8 voucher. If you believe the landlord has discriminated against you, a complaint can be filed with the D.C. Office of Human Rights, 441 4th Street, NW, 9th Floor North, Room 970, (202) 727-4559. If you believe the discrimination is based on eligibility to receive assistance from the Tenant Assistance Program, age, or presence of children, you may also file a complaint with the D.C. Department of Consumer and Regulatory Affairs, Rental Accommodations and Conversion Division (RACD), 941 North Capitol Street, NE, Room 7100, (202) 442-4477.

## C. Signing a Lease

Once the landlord approves your application, the landlord may require you to sign a written lease before moving into the apartment or house. Read the lease before you sign it. If you have trouble understanding any provisions, ask for an explanation or assistance. Be aware that some lease clauses are illegal. (See the subsection below entitled "Illegal Lease Clauses".) If the landlord requires a security deposit, make sure that the amount and terms of the security deposit are clearly spelled out in the lease. (See the section on Security Deposits.)

When you are about to sign a written lease, sometimes the landlord will promise orally, or ask you to promise orally, to do something that is not contained in the written lease. If this happens, you must be careful because oral promises are very hard to prove. If the landlord makes any oral additions to your written lease, make sure to write the additions or changes in the lease before you sign it. Then sign your initials and ask your landlord to sign his or her initials next to each addition or change.

Before you sign the lease, the landlord must give you:

- a written notice if the landlord is exempt from rent control;
- a copy of the application you filled out; and,
- a copy of Chapter 1, Section 101 (Civil Enforcement Policy), Chapter 1, Section 106 (Notification of Tenants Concerning Violations), and Chapter 3 (Landlord and Tenant) of the D.C. Housing Regulations.

After you sign a lease the landlord must give you an exact, legible, and signed copy of the lease and application within 7 days. Always keep your lease, application, and other documents concerning your apartment or house in a safe place.

If a vacant unit is rent-controlled, certain rules apply to the landlord's ability to raise the rent for a new tenant. Once a tenant has vacated an apartment, a landlord may raise the price of the unit before renting the unit to a new tenant. The landlord can choose to raise the rent to 10% more than the former tenant's rent, or to the equivalent rent of a comparable unit in the building. However, if the landlord chooses to raise the rent to the equivalent of a comparable unit in the same building, the total increase cannot be more than 30% higher than the former tenant's rent. Also, the landlord must provide the new tenant with a statement indicating the amount of all rent increases for the apartment over the previous 3 years (including the most recent vacancy increase), and the basis for each increase, within 15 days. If the landlord has taken the vacancy increase, the disclosure statement to the new tenant must identify the substantially similar unit on which the increase was based. For further information on rent increases, see the section on Rent Control.

## D. The Meaning of Certain Lease Clauses

### • Waiver of Notice to Quit

"Waiver of notice to quit" is a lease clause that allows the landlord to start eviction proceedings without giving a tenant the usual 30-day Notice to Quit. (See the section on Evictions for further details on the eviction process.) This waiver is legal only when the eviction is based on non-payment of rent. When the eviction is based on other reasons the landlord must give you proper written notice before evicting you.

### • Late Fee

A "late fee" is the money the landlord may charge for late payment of rent. The landlord cannot charge a tenant a late fee for late payment of rent unless the lease states that it will be charged. The landlord is also prohibited from raising the amount of the late fee above the amount written in the lease. If you pay your rent late one month and do not pay the late fee, some landlords will continue to charge a late fee every month until all fees are paid, even if the rent is paid on time during those months. The law is not clear on this practice, but most judges will not allow the landlord to do this. If your landlord is charging you late fees every month, even though you are paying on time, you should get help from a lawyer. (See the section on Agencies and Information for legal assistance.)

## • Right of Entry

"Right of entry" means that the landlord may come into a tenant's apartment to inspect for damages, make repairs, and show the apartment to persons interested in living in the building. However, the landlord can request entry only at reasonable times and for a good business reason. A tenant has a right to privacy and can object to excessive or unreasonable visits. For more information, contact the Rental Accommodations and Conversion Division (RACD) of the D.C. Department of Consumer and Regulatory Affairs, at (202) 442-4477.

## • Rules and Regulations for Tenant Conduct

"Rules and Regulations for Tenant Conduct" refers to rules included in the lease or other rules established by the landlord. A landlord may evict a tenant for violating these rules, but the landlord must first give the tenant a written notice (generally called a "Notice to Cure or Vacate") that states the tenant has 30 days to correct the problem. If the tenant fails to correct the problem within 30 days the landlord may then start eviction proceedings.

## E. Illegal Lease Clauses

A lease clause is illegal or has no legal effect if it violates a D.C. law or denies a tenant the rights provided by the D.C. Housing Regulations. The following are examples of illegal clauses:

### • Waiver of D.C. Housing Regulations

A lease cannot contradict or require a tenant to waive any terms of Chapter 1, Section 101 (Civil Enforcement Policy) and Section 106 (Notification of Tenants Concerning Violations), or Chapter 3 (Landlord and Tenant) of the D.C. Housing Regulations. You should receive a copy of these regulations before you sign the lease.

### • Waiver of Warranty of Habitability or Duty to Repair

A landlord has a duty to provide habitable apartments or houses and to repair housing code violations. A landlord cannot waive this duty in a lease. (See the section on Repairs for more details regarding Housing Code violations.) Landlords have the responsibility to provide habitable or livable apartments or houses, in accordance with the Housing Code Standards. You should not be asked to sign any waiver in the lease that relieves the landlord from repairing housing code violations.

### • Waiver of Liability or "Exculpatory Clauses"

A lease cannot limit the landlord's liability for negligence or failure to make repairs.

### • Requirement that the Tenant Pay Attorney and Court Fees

A lease cannot require a tenant to pay attorney fees and court costs in any court action. The judge decides who pays the court costs and tenants rarely have to pay their landlord's attorney fees.

## • Waiver of Right to a Jury Trial

When faced with eviction tenants have the right to either a trial by jury or a trial by a judge. A lease cannot require a tenant to waive the right to a jury trial.

## • Confessed Judgment by Someone Other Than Tenant

A lease cannot authorize any person other than the tenant to confess judgment against the tenant. A "confessed judgment" is a written agreement that allows judgment to be entered against the tenant if he or she does not pay rent or violates some other lease term.

## • Waiver of Notice of Offer of Sale

When a landlord wishes to sell or demolish a building or wants to discontinue the building's housing use, D.C. law requires the landlord to provide the tenants with notice informing them that tenants have the right to buy the building. A lease cannot require a tenant to waive this notice requirement. (See the section on How To Buy Your Building for details about the tenant purchase process.)

## F. What Happens When Your Lease Expires

No matter what type of lease you have—written or oral, month to month or annual—your landlord cannot evict you without a legally valid reason. (See the section on Evictions for details on the eviction process.) In fact, after a lease expires you can continue to stay in your apartment as long as you continue to pay rent. The terms of your expired lease continue to be in effect with the exception that your rent may increase after a valid 30 day notice. To increase your rent, your landlord must file a notice with the RACD. Any increase must meet certain legal requirements. (See the section on Rent Control for details regarding rent increases.)

If you do not wish to remain in your apartment after your lease expires (or you wish to leave at some later date), you must comply with the terms of your lease regarding proper notice to your landlord. Upon vacating your apartment, you are entitled to the return of your security deposit (with interest in some cases) from your landlord unless you have damaged your apartment. (See the section on Security Deposits for more details on this process.)

## 2.0 Security Deposits

Most tenants in D.C. pay their landlord an additional one month's rent (called a "security deposit") when they first move into their apartment. D.C. law requires the landlord to return the entire security deposit (plus interest if you have lived there for 12 months or more) when you move out, unless there are damages in the apartment beyond normal wear and tear. Unfortunately, many landlords do not comply with the law and return this money only if the

tenant knows the law and exercises his or her legal rights.

## **A. How to Protect Your Money Before You Move In**

There are important steps you should take to protect your security deposit before you move in:

1. Inspect the apartment with your landlord and a witness (for example, a friend, family member, or community organizer) before you move in. Make a list of all existing damages such as holes or cracks in the walls or floors, water damage, etc. Make sure you sign and date the list. Also ask the landlord to sign the list. Give one copy of the list to the landlord and keep one copy for yourself. You may also want to take photographs. This list will prevent the landlord from trying to charge you for these damages when you move out.
2. The landlord is not allowed to ask for more than the one month's rent as a security deposit. Also, a security deposit can only be collected once. "If you paid more than one month's security deposit, you can file a tenant petition at DCRA/OAH."
3. The landlord must immediately place your security deposit in an escrow account that earns interest at the prevailing passbook rate. At the end of each calendar year, the landlord is required to post a statement in the lobby of your building and the rental office that indicates where your security deposit is held and what the interest rate was for each 6 month period in the past year. Neither you nor your landlord can use the security deposit or interest for anything until you move out.
4. Make sure that the landlord has clearly stated the terms and conditions of your security deposit in the lease or on the receipt for your security deposit or other payment. Keep a copy of these terms in a safe place.

## **B. How to Protect Your Money While You Are Renting**

A landlord may attempt to keep your security deposit after you move out by claiming that you failed to pay your rent or caused damage to the apartment. Therefore, in addition to the steps mentioned in this guide, you should keep good records of all your rent payments and any requests for repairs while you are living in your apartment. For instance, each time you pay your rent, keep your cancelled check, a bank statement showing that the check has cleared, a copy of your money order, or a receipt from the landlord for cash payment. Keep these records in a safe place. Also, whenever you write or call the landlord about your rent, repairs, or other matters, make a list of the calls and keep a copy of all correspondence.

## **C. How to Protect Your Money When You Move Out**

When you decide to move out, there are important steps you should take to ensure that your landlord returns all the money that is owed you:

1. At least 30 days before you move out, write a letter to the landlord that states the date you will move out".....and send the letter certified mail, return receipt." Keep a copy of this letter. If you must move sooner than 30 days and cannot give the usual 30 day notice, ask the landlord to agree in writing that you may move out sooner without any penalty and without waiving (or giving up) your right to your security deposit. If you are moving out before the end of your lease term (or, in other words, you have "broken your lease"), you may need a lawyer to help you get your security deposit back.
2. Be present if your landlord conducts an inspection of your apartment. Under D.C. law, your landlord may inspect your apartment from 3 days before to 3 days after the end of your tenancy to see if you have caused any damages beyond normal wear and tear. Notice of this inspection must be sent to you at least 10 days before the inspection.
3. If your landlord does not inspect your apartment before you leave, make a list of damages that were not caused by you (as you did when you first moved in) and invite a witness to inspect the apartment with you. Take photographs and make sure you sign and date your list. If the landlord then tries to keep part of your security deposit due to these damages, you should be able to claim (and prove) that the damages existed before you moved in (based on your move-in list and photographs) or occurred after you moved out.
4. Leave your future address with your landlord.

Within 45 days after the termination of your tenancy, your landlord must either return your security deposit plus interest or notify you in writing that he or she plans to keep all or part of your security deposit. The written notice must be delivered to you personally or sent by certified mail. You are also entitled to a list of the interest rates for each 6 month period during your tenancy.

Within 30 days of the notice that your landlord intends to keep part or all of you security deposit, your landlord must return the balance plus interest and send you an itemized list of all repairs or other uses of the money not returned to you.

The failure of your landlord to comply with this refund and notice process gives you the right to a full

return of your deposit plus interest.

In addition, any landlord who acts in bad faith in failing to return a security deposit will have to give you triple the amount of the security deposit. Bad faith is any frivolous or unfounded refusal to return a security deposit as required by law, which could be motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonable self-serving purpose. A landlord does not act in bad faith by acting out of simple negligence, bad judgment, or an honest belief in the course of action that he or she has taken. "In addition, any landlord who acts in bad faith in failing to return a security deposit **may** have to give you triple the amount of the security deposit."

## D. What Steps Can You Take To Get Your Money Back

If your landlord does not notify you of the status of your security deposit within 45 days, refuses to refund your security deposit, or keeps more money than you think is fair, you can take one or more of the following steps:

1. Call the Rental Accommodations and Conversion Division (RACD) of the D.C. Department of Consumer and Regulatory Affairs (DCRA), (202) 442-4477, and ask for assistance in getting your security deposit back.
2. Take the landlord to Small Claims Court. This is a quick and inexpensive method: it takes 30 days to get a hearing, and the cost for filing a lawsuit is \$3.74 for each person being sued plus \$5 for claims up to \$500, \$10 for claims between \$500 and \$2,500, and \$45 for claims over \$2,500. The court is simple and informal, and you do not need a lawyer. Many landlords will return your security deposit when faced with a summons to appear at Small Claims Court. To use the Small Claims Court, your claim must be less than \$5,000. For further information, call the Small Claims Court Clerk at (202) 879-1037 for information in both English and Spanish.
3. If you think the landlord is violating the law, call the RACD, (202) 442-4477, and ask for assistance in filing a tenant petition against the landlord. A tenant petition is similar to a lawsuit, and you can initiate a case against the landlord.

Whatever step you take, you should act as quickly as possible. If you take no action in the three years after your tenancy ends, your landlord has no obligation to return the security deposit.

## 3.0 Repairs

District of Columbia laws require your landlord to provide apartments that are in a safe, habitable and livable condition. The landlord has a duty to make all repairs necessary to make buildings and apartments habitable. D.C. law also requires landlords to maintain buildings and apartments according to many established standards, including the Housing Code Standards listed below. The Housing Regulation and Enforcement Division of the

Housing Regulation Administration, a part of the Department of Consumer and Regulatory Affairs (DCRA) is responsible for administering the D.C. Housing Code and related regulations. For more information on the D.C. Housing Code, refer to Title 14 of the D.C. Municipal Regulations. You can request a copy of the D.C. Housing Code by contacting the Housing Inspection Section of the Housing Regulation Administration at DCRA at (202) 442-4400.

You should frequently check your building and apartment to determine if repairs are needed and whether your landlord is complying with the Housing Code based on the standards below. If repairs are needed, you should notify the landlord using the method described in the lease. As often as possible, make your repair requests in writing. (See the subsection below entitled "Steps for Getting Repairs Made" for details on this process.) As with any matter discussed with your landlord, you should keep a record of all telephone calls and copies of all correspondences (letters, forms, etc.).

You will usually be more successful in getting repairs made if you have a tenant organization negotiating with the landlord. (See the sections entitled Forming a Tenant Organization and Incorporating a Tenant Organization.) Being a member of a strong tenant organization will make it much easier for you to get repairs made.

## A. "Inside the Apartment" Housing Code Standards

- **Bathrooms:** A bathroom must be private and ventilated, it must have a bathtub or shower, toilet, sink with hot (at least 120 degrees) and cold running water, and it must have a waterproof floor and wall base.
- **Cleanliness:** Apartments must be free of insects, rats, and mice. Apartments must also be free of dirt, dust, cobwebs, garbage, and litter at the time of move-in. Tenants are responsible for keeping their apartments clean after they move in.
- **Insects:** Insects such as roaches, ants, water bugs, etc. are prohibited.
- **Doors:** Doors must not be blocked, must open and close easily (particularly emergency exits and fire doors), and must fit reasonably well within their frame. Knobs and locks must be in good working condition.
- **Electricity:** Each apartment or house must have two separate electrical outlets per habitable room (one of which must be a wall or floor convenience outlet), wires with good insulation, and correct fuses. Permanent extension cords are prohibited. Each room must have lights.
- **Fire Safety:** Lighted fire exit signs, fire extinguishers, a fire alarm system, and



smoke detectors in good working order are required. Fire doors must be unlocked and fire escapes (where applicable) must be in working order. (The D.C. Fire Safety Act also provides requirements related to fire safety and smoke detectors.)

- **Floors:** Floors must be clean, sound, waterproof, and level. Cracks, holes, splinters, and rat or mouse holes are prohibited.
- **Hallways:** Halls must be clean, well lit, and without blockage or obstruction.
- **Heat:** If a tenant cannot control heat settings within the unit, the landlord must insure heating equipment maintains the temperature at least 68 degrees Fahrenheit during the day and 65 degrees Fahrenheit at night in all occupied rooms and bathrooms.
- **Hot Water:** Water temperature must reach 120 degrees Fahrenheit in the kitchen and bathroom.
- **Kitchens:** All facilities provided by the landlord for cooking, storage, or refrigeration of food must be maintained in a safe and good working condition. The kitchen sink must have hot and cold running water.
- **Lighting:** All rooms, including laundry, furnace, and storage areas, must have natural and/or artificial lighting. Lighting must be provided in all hallways and over stairs.
- **Paint:** Paint must not be peeling or flaking and must not contain exposed lead paint.
- **Plumbing:** Leaky plumbing is prohibited. Each apartment must have hot and cold running water in the kitchen and bathroom.
- **Privacy:** Each apartment must have a door to an outside hallway or the street. Bathrooms must permit privacy; tenants must be able to get to the bathroom and bedrooms without going through another bathroom or bedroom.
- **Security:** Tenants must be able to lock the apartment from both the outside and inside. Building entrances must have locks.
- **Space:** At least 70 square feet is required for each room used for sleeping by one tenant over 1 year old. For rooms used by 2 or more tenants for sleeping, there must be at least 50 square feet for each tenant. Under the D.C. Human Rights Act (not the Housing Code), it may be considered unlawful discrimination if a landlord tries to evict a family with children in order to limit the number of tenants living in the apartment. For purposes of the Human Rights Act, in general up to 2 persons are allowed in an efficiency, 3 persons in a one bedroom, 5 persons in a two bedroom, and 7 persons in a three bedroom.
- **Stairs:** Stairs must be firm and secure with good railings and good lighting. Obstructions are prohibited.
- **Walls And Ceilings:** Holes, wide cracks, or peeling paint, plaster, or wallpaper is prohibited.
- **Windows:** Windows must have screens from March 15 to November 15. Windows must open

and close easily, must contain glass without cracks or holes, and must be without air or water leaks.

## B. "Outside the Apartment" Housing Code Standards -

- **Cleanliness:** All walks must be free of dirt, garbage, litter, rats, mice, and insects. The grass must be cut.
- **Foundation:** The foundation must have sound joints between the bricks and stones. Holes and cracks are prohibited.
- **Porches:** Porches must have safe and secure floors and railings.
- **Roof:** The roof must have gutters, drains, and down spouts that do not leak. Roof leaks are prohibited.
- **Stairs And Steps:** Stairs and steps must be evenly spaced with railings. Tripping hazards or obstructions are prohibited.
- **Trash:** Waterproof plastic or metal covered trash cans must be provided. Grounds and walks must be free of junk, trash, and litter.
- **Walkways:** Walkways must be free of obstructions and trash. Holes in the sidewalk are not permitted.
- **Walls:** Walls must be waterproof and clean. Holes, cracks, and mouse or rat holes are not permitted.
- **Water:** Flooding in yards, walks, basements as well as damp walls and floors are not permitted.
- **Wood Surfaces:** Wooden walls, doors, and windows must be painted. Peeling paint is not permitted.

## C. Steps for Getting Repairs Made

If your apartment or building does not comply with the standards outlined above, you should take the following steps to identify necessary repairs:

1. Write out a list of code violations using the Housing Code Standards in this section or the more detailed regulations in Title 14 of the D.C. Municipal Regulations to determine what must be repaired. Make one list of violations in your apartment and another list of violations for common areas such as the hallways, stairs, yard, etc. "Send the letters certified mail, return receipt, and/or obtain a receipt from the landlord for in-person delivery of letters, if possible." Sign and date any lists you make. Preserve physical evidence of violations (including photographs or dead insects, rats, or mice) to show to the D.C. housing inspector. Try to bring a witness with you for complaints."
2. **All requests for repairs should**

**be sent in writing to the** landlord, resident manager, or rental office and ask them to make the repairs. **Keep a copy of every letter or note you write and make a list of all calls, letters, and meetings** along with the date and time they occurred. When calling the landlord, make certain you obtain the name of the person who takes your complaint. Keep a calendar or other written notes which include when the problems started, when the landlord was contacted, what was done in response to the complaint, and when and if the repairs were completed.

3. If you receive no response to your complaint or the repairs are not made, invite the landlord or resident manager to meet with you or the tenant organization to discuss the violations and repairs.
4. If management still does not respond, you should request a housing inspection by calling or writing the Housing Inspection Section of the D.C. Department of Consumer and Regulatory Affairs, 941 North Capitol Street NE, Room 7100, Washington, D.C. 20002, (202) 442-4400. An inspector will usually come within a week but can arrive sooner in emergencies. Remember:, **keep a copy of every letter or note and make a list of all calls, letters, and meetings along with the date and time they occurred.**
5. **Before the inspection:**
  - a. The housing inspector may distribute a waiver form for you to sign stating that you allow the inspector to enter your apartment. Read the form and follow the directions regarding your signature and other matters. If you do not understand the form, ask the inspector or another tenant to explain it to you.
  - b. Carefully read any notices posted in the common areas or sent to your apartment regarding the date and time of the inspection. If you do not understand the notice, ask another tenant to explain it to you.
  - c. Choose one or more tenants to act as guides to show the inspector through the building. Other tenants should give the guide(s) their keys so their apartments can be inspected. If you do not want to give your key to the apartment representative(s), you should arrange to be home when the inspector comes. It is important for the inspector to see as many apartments as possible.
  - d. Each tenant who will not be home when the inspector comes must provide written permission to the tenant apartment representative stating: the tenant gives the tenant **apartment representative permission to show the inspector his or her apartment.**
  - e. The apartment unit should be clean before the housing inspector arrives. The housing inspector can cite a tenant for very dirty rooms, sinks, or

appliances, overcrowding, hoarding, blocked hallways, or vandalism.

**6. During the inspection:**

- a. The tenant apartment representative should be in charge of letting the inspector into the building and pointing out the violations to the inspector during the walkthrough. The tenant apartment representative should ask the inspector to write down the violations. The tenant apartment representative or tenant should show the inspector any physical evidence (such as photographs or dead insects). The landlord is responsible for fixing all violations found by the inspector.
- b. The tenant apartment representative should write down the inspector's name and telephone number as well as the date and time of the inspection.
- c. Before the inspector leaves, the tenant apartment representative should ask the housing inspection to provide a copy of the list of violations once the report has been prepared. And returned to the landlord. The violation notice will have the abatement period for each violation. If the tenant does not receive a copy of the violation notice when it is issued to the landlord, the tenant may request DCRA to mail a copy to their unit or they can pick up a copy at the Housing Inspection Section, 941 North Capitol Street NE, Room 7100.

**7. After the inspection:**

- a. The housing inspector will re-inspect the building and/or apartment units (in the case of a building-wide) based on the abatement requirements. If the housing inspector has not returned within 48 hours of the abatement period, call DCRA at 202/442-4400 and request a re-inspection.
- b. During the re-inspection, a tenant or apartment representative should be present to point out any deficiencies found in the repairs or to verify that no repairs have been made.

**8. If you still receive no response, or the repairs are not made, take one or more of the following steps:**

- a. You can file a tenant petition with the Rental Accommodations and Conversion Division (RACD) Suite 7100, (202) 442-4477 or the Office of the Tenant Advocate Suite 9500, (202) 442-8359 at the D.C. Department of Consumer and Regulatory Affairs, 941 North Capitol Street NE,. Although you or the tenant organization can file a petition on your own, you may want to seek legal assistance. A tenant petition is similar to a lawsuit but is heard by the office of Administrative Hearings located at 825 N. Capitol St, N.E. " The tenant petition

process can sometimes take longer than a lawsuit to remedy the problem.” At the tenant petition hearing, be prepared to testify about the problems you have identified on your petition. Make sure the type and length of the violations are clear to support your request for a rent reduction due to the housing code violations..

b. You can take your landlord to Small Claims Court. This is a quick and inexpensive method: it takes 30 days to get a hearing, and the cost for filing a lawsuit is \$3.74 for each person being sued plus \$5 for claims up to \$500, \$10 for claims between \$500 and \$2,500, and \$45 for claims over \$2,500. The court is simple and informal, and you do not need a lawyer. To use the Small Claims Court, your claim must be less than \$5,000. For further information, call the **Small Claims Court Clerk at (202) 879-1037 for information in both English and Spanish.**

c. You can sue your landlord in the District of Columbia, Civil Division, if the estimated amount of your claim is **\$5,000 or greater**. Be aware, however, that filing a lawsuit in court may be time consuming and expensive. It takes approximately 2 to 3 months to get a hearing, and the cost for filing a lawsuit is \$120 (but this fee can be waived with an application to proceed *In Forma Pauperis*.) **Contact the Superior Court Clerk in Room 2500, (202) 879-1400** for the forms. Superior Court is more formal than Small Claims Court and you will most likely need a lawyer. For further information, call the Superior Court Clerk at or one of the legal assistance organizations listed in the section on Agencies and Information.

d. If you are sued for eviction based on nonpayment of rent, you may use the Housing Code violations or other building conditions as a defense against eviction. (See the section on Evictions for details regarding the eviction process.) For example, you may tell the judge that you did not pay rent because your apartment has mice or roaches, inadequate heat or hot water, or other unsafe or unhealthy conditions. If the judge finds that your landlord has violated the Housing Code, the amount of rent you owe may be reduced.

Some tenants have used this defense as a tactic and have withheld their rent on purpose in order to get repairs made. Withholding rent is commonly known as a "rent strike". A rent strike can be a good way to force your landlord to make repairs, but it is also risky **Note:** You should only try a rent strike after you receive the advice and representation of a lawyer or one of the legal assistance organizations listed in the section on Agencies and Information.

e. You can contact the DCRA Housing Inspection Administration at, (202) 442-4400, and ask them to do the following:

i. fine your landlord under the D.C. Civil

Infractions Program which allows the city to collect fines for violations of the Housing Code and other laws that protect the health and safety of tenants;

ii. ask the city to make the repairs,

iii. refer the problem to the city's Corporation Counsel for criminal prosecution of the landlord.

f. You can notify your landlord in writing that you will pay for the cost of the repair and deduct it from your next month's rent. Give the landlord a reasonable deadline to make the repair before paying for it yourself. Paying for repairs yourself, however, may be risky. Some judges may not approve the rent deduction for the repairs and may order you to pay the deducted rent to your landlord.

g. You can call your city council member and complain if the city fails to enforce the Housing Code.

h. You can petition the court to appoint a receiver for the building. The receiver would have the power to collect rents and make repairs. The process for having a receiver appointed is discussed in the next section.

i. You can contact the Office of the Tenant Advocate at 202/442-8359 for assistance.

## D. Receivership

Sometimes a court may place an apartment building under receivership. This means that someone other than the landlord—**the receiver**—has the power to collect rents. The receiver then uses the rent to meet obligations that the landlord failed to meet, for example paying utility bills or making repairs. This section describes the three (3) most common situations in which a court can appoint a receiver: 1) persistent housing code violations; 2) unpaid gas or electric bills; or 3) unpaid water and sewer bills.

### Appointment of a Tenant Receiver

#### When a tenant receiver can be appointed:

Tenant receivership is available if (1) a housing inspector from the Department of Consumer and Regulatory Affairs has cited the apartment building for any housing code violations (see the previous sub-sections on Housing Code Standards – Inside and Outside for these violations) or any similar violations that pose a serious threat to your health, safety or security, and (2) the landlord knows of the problem but has not taken action to correct it in a reasonable period of time.

**What the tenant receiver does:** Once appointed by the court, the receiver assumes the role and

power of the landlord. During the period of receivership, the landlord is prohibited from collecting rents. Therefore, if you are notified that a tenant receiver has been appointed for your building, it is important that you read the notice to make certain you are aware of all changes regarding rent payments.

The receiver will use the money collected to correct the housing code violations and for ordinary expenses, such as maintenance or utility bills. A receiver may also apply for grants and subsidies to help repair distressed properties.

Every six months the court requires the receiver to provide an update on the condition of the building, the projected costs, and any conditions that may change the completion date. The court will also determine a reasonable fee to be paid to the receiver out of the revenues collected from rents.

**How to have a tenant receiver appointed:** To petition for receivership, you should first contact the **D.C. Office of the Corporation Counsel, 441 4th Street, NW, Suite 1060 N, (202) 727-3400, [www.occ.dc.gov/main.shtm](http://www.occ.dc.gov/main.shtm)**. If a majority of the tenants believe a receiver should be appointed, the Corporation Counsel may petition the Superior Court of the District of Columbia on behalf of the tenants to have one appointed. You can also contact your D.C. Council member for assistance in working with Office of the Corporation Counsel. To contact your Council member for you may write to: the Council of the District of Columbia, 1350 Pennsylvania Avenue, NW, or call (202) 724-8000, or sent an e-mail to: [www.dccouncil.washington.dc.us](http://www.dccouncil.washington.dc.us).

If the Corporation Counsel denies your request for a receiver or does not file a petition in court within **5 business days of your request**, you may file a petition for appointment of a receivership directly with the Superior Court of the District of Columbia, 500 Indiana Avenue, NW, Washington, D.C. 20001, (202) 879-1010 [www.dccourts.gov](http://www.dccourts.gov). Before doing this you should talk with a lawyer.

After a receivership petition has been filed, the landlord has an opportunity to submit to the court a plan to correct the housing code violations. If the court accepts the plan, the petition for receivership may be dismissed or the court may continue to monitor the case until the landlord completes the plan. If the landlord does not submit a plan, or if the court does not accept the plan, then the court may appoint a receiver. Once a receiver is appointed, every tenant must be given notice.

The appointment process can take four-to-six weeks. If your situation is one that poses immediate danger to the health, safety or security of the tenants, the court may issue an order appointing a receiver immediately and require a hearing within 14 days to determine if the receivership should be continued.

The receivership will continue until the court determines that the housing code violations for which the receiver was appointed no longer exist (or the court and receiver agree that the receiver cannot correct the problems he or she was appointed to correct). If the court terminates the receivership and the landlord violates the housing code within the next 2 years, the receiver may be reinstated by the court after another hearing.

## Persistent Housing Code Violations

The court can appoint a receiver for a building when an owner has consistently ( for a period of two (2) years or more) not responded to the government's request to abate the housing code violations. This method of receivership is "relatively new", so its effectiveness has not been tested.

## Delinquent Gas or Electric Accounts and Receivership

Another type of receivership can occur if the landlord does not pay the gas or electric bill in a "master-metered" building. A master-metered building is a building in which the landlord pays for the utility instead of each tenant paying for the utility. If the landlord does not pay the utility bill, D.C. law requires the gas or electric company to take certain steps before turning off the utility service. Normally the utility company petitions the court for the appointment of a receiver. The other option is to allow tenants the opportunity to receive utility service in their own names, either individually or collectively.

**Receivership:** Either tenants or the gas or electric company may petition the Superior Court of the District of Columbia, 500 Indiana Avenue, NW, Washington, D.C. 20001, (202) 879-1010, [www.dccourts.gov](http://www.dccourts.gov), to have a receiver appointed. The utility company can only petition to have a receiver appointed if it is not practicable for tenants to receive service in their own names or if the tenants chose not to receive service in their own names. If you would like to receive service in your own name but were not given the opportunity to do so, contact the **District of Columbia Public Service Commission, 1333 H Street, NW, (202) 626-5100, [www.dcpssc.org](http://www.dcpssc.org)**. The options for receiving service in your own name are discussed below.

Before appointing a receiver the court will give the landlord a chance to explain why a receiver should not be appointed. If no reasonable explanation is provided, the court will appoint a receiver to collect rents and payments from the tenants in order to pay the electric or gas bills.

If a receiver is appointed you will receive notice and you are then required to pay rent to the receiver. If you do not pay your rent to the receiver you can be evicted (See the section on Evictions). If the landlord attempts to collect rental payments after a receiver

has been appointed, **do not pay** the landlord; report him or her to the court. An attempt by the landlord to collect rent when a receiver has been appointed **is illegal**.

The receiver will report to the court the amount of money he or she receives from the tenants and the amount paid to the electric and/or gas company. The receiver will continue to collect rents from tenants until the court determines that the delinquent amount has been paid, or, all tenants have agreed to individually assume liability for the nonpayment of the account(s), or the building is sold to a new owner who assumes liability for the delinquencies.

**Obtaining service in the name of the tenants:** If it is possible to determine each unit's share of the utility bill, before terminating service the utility company **must offer** the tenants the chance to receive utility service in their own names. There are three (3) ways this could happen: (1) individual meters for each apartment; (2) collective payment of the utility bill by a tenant association; or (3) individual payment by each tenant based on a fair allocation of the utility bill. If you would like to pursue one of these options, contact the utility company or the **Public Service Commission, 133 H Street, NW, (202) 626-5100, www.dcpsc.org**.

## Delinquent Water Accounts and Receivership

If your landlord pays for water and sewer services but fails to pay the District of Columbia Water and Sewer Authority, D.C. law allows the Authority or the tenants to ask a court to appoint a receiver. In addition, before the authority can terminate service, it must provide tenants with the option to meter each apartment individually or bill a tenant organization directly.

**Receivership:** Either you or the Water and Sewer Authority may petition the **Superior Court of the District of Columbia, 500 Indiana Avenue, NW, (202) 879-1010, www.dccourts.gov**, to have a receiver appointed.

Appointment of a receiver to pay water bills is similar to an appointment of a receiver to pay electric and gas bills (See previous section on Delinquent Gas or Electric Accounts and Receivership) and one receiver may be appointed for all utilities. At a court hearing, the landlord will have an opportunity to provide an explanation for nonpayment and the court will then decide whether or not to appoint a receiver to collect rent and payments from the tenants and pay for the water services. If a receiver is appointed, all tenants will receive notice of the appointment and all rental payments must be directly paid to the receiver or you will risk eviction (see section on Evictions). If the landlord attempts to collect rent from you after a receiver is appointed by the court, **do not pay him or her**; report the landlord to the court because an attempt by the landlord to collect rent when a receiver is appointed **is illegal**.

The receiver will create an "escrow" account with the money he or she collects from the tenants and pay

current and delinquent water and sewer fees out of that account. (A water and sewer receiver, unlike a gas or electric receiver, can use rents to pay off the past bills as well as current bills). The receiver will also use a portion of the rents to pay its fees and expenses for the job. Finally, the receiver will give any remaining money to the landlord. The receiver will continue to collect rents and payments until the court determines either all services have been paid for or the building is sold to a new owner who assumes liability for the outstanding balance.

**Obtaining service in the name of the tenants:** Before the Water and Sewer Authority may stop water service to your building, it has to give each tenant the chance to pay the water bill directly. This can be done in one of two (2) ways: individual water meters can be installed; or a tenant association can pay the bill. The Authority does not have to approve a request to direct bill if it is not feasible. To learn more about these options, contact the **D.C. Water and Sewer Authority, 500 Overlook Avenue, SW (202) 787-2000, www.dccwasw.com**.

## 4.0 Renter's Insurance

Your landlord is required to maintain insurance coverage on the physical apartment building and common areas such as hallways, stairwells, and lobbies against damage resulting from natural and accidental occurrences such as fire, water damage from flooding, theft, and vandalism. However, this insurance will not cover your personal belongings, nor will it protect you from liability if someone is injured in your apartment. If you have electronics, clothing, jewelry, televisions or other valuables you can't afford to replace if stolen, damaged or destroyed, consider purchasing renter's insurance.

There are two types of renter's insurance coverage: (1) policies that cover actual cash value and (2) policies that cover the replacement cost of your property. Under actual cash value coverage, if your property is damaged by one of the events the policy covers the insurance company will pay you for what your items were worth at the time they were damaged. Replacement cost coverage will pay the amount it would currently cost to replace any lost, stolen, or damaged property with new items of the same kind or quality. Premiums are usually higher on replacement cost policies. Some policies will also cover your temporary living expenses if you are displaced from your damaged unit. In addition to protecting your personal property, both types of policies will protect your assets if someone slips and falls in your apartment, then tries to sue.

Consider the following when purchasing renters insurance:

- **Create an itemized list of your belongings:** Taking an inventory of everything you own will help you determine how much coverage you need. Make a list of your belongings and include price estimates,

serial numbers, receipts, cancelled checks or credit card statements, and purchase dates in order to establish a proof of purchase for your items if you ever file a claim. Keep a copy of this list in a safe place outside of your home to assist you in filing a claim. In addition to a written inventory, it is also helpful to take pictures of your belongings—this will assist you and your insurance agent if you ever need to file a claim.

- **Inquire about theft limits:** Most renter's policies only cover theft of rare or valuable items, such as jewelry or computers, up to a certain amount. If you own items that are worth more than the coverage limits, you will have to purchase additional insurance to recover the loss.
- **Shop around:** Contact several insurance companies and ask questions to determine the most affordable premiums and deductibles. Many companies will provide discounts on renters insurance if you are already an auto policyholder. You may also qualify for discounts if your apartment has a security system or smoke detectors, or if you are a non-smoker.
- **Read and understand your policy:** An insurance policy is a contract between you and your insurance company that states the terms of your coverage and the obligations that both you and the company must fulfill. Read the policy carefully, and do not sign the contract unless you understand all the terms. If you have questions or if something is unclear about the extent of your coverage or the claims process, do not hesitate to call your insurance agent.

Some landlords require tenants to purchase renter's insurance; check your lease to determine if this has been stipulated by your landlord. For general information on renter's insurance policies, or to voice a complaint if you feel you have been treated unfairly by your insurance company, contact the D.C. Department of Insurance, Banking and Securities, 810 First Street NE, Suite 701, (202) 727-8000. [www.disb.dc.gov](http://www.disb.dc.gov)

## 5.0 Evictions

D.C. Law provides tenant rights which may help you fight an eviction. It is important that you act immediately when you get a notice regarding eviction from your landlord or the court. By responding quickly to notices and getting information and help, you may be able to stay in your apartment.

### A. What Happens When Your Lease Expires

You cannot be evicted or asked to move just because your lease expires. The terms of your expired lease continue to be in effect, but the amount you pay for rent may change if you get a valid 30 day notice of a rent increase. Your landlord must file this notice with the Rental Accommodations and Conversion Division (RACD) of the D.C. Department of Consumer and Regulatory Affairs, 941 North Capitol Street NE, Suite 7100, (202) 442-4477. Any increase must meet certain legal requirements. (See the section on Rent Control for Legal Requirements for Rent Increases.) Your landlord can evict you only for one of the reasons listed in Section D below.

### B. How Does the Eviction Process Work?

You cannot be evicted unless your landlord has given you proper notice and you have had a chance to go to court to argue against the eviction. The District of Columbia does not allow a landlord to physically evict a tenant; only the U.S. Marshals can evict you. The information below outlines the steps that the landlord must follow before you can be evicted.

#### 1. Notice from Your Landlord

Your landlord must give you a written letter or notice before evicting you. Depending on the reason for the eviction, this letter may be called a "Notice to Quit or Vacate", "Notice to Correct or Vacate", or "Notice to Vacate".

Any clause in your lease that states that you can be evicted without receiving notice is invalid unless the clause relates to evictions based on nonpayment of rent. This type of clause is called a "waiver of notice to quit." (See the section on Leases.) The "waiver of notice to quit" is a written statement in your lease that says your landlord does not have to give you an eviction notice if you are behind in paying your rent. If you are being sued for back rent and your landlord did not give you written notice, check your lease to see whether your landlord must send you a written notice before taking you to court for nonpayment of rent.

A written notice for eviction must meet certain legal requirements to be valid. Proper notice is very important because if your landlord takes you to court without giving you proper notice the suit against you can be dismissed. Call RACD... at (202) 442-4477 or check with a lawyer to ensure that the notice is valid. An invalid Notice to Correct or Vate can be a basis for dismissing a subsequent lawsuit based on the notice. The notice must:

- a. **BE written in both English and Spanish;** although forgetting to serve a Spanish notice on an English speaker has been determined not to be a basis for dismissal of an ensuring landlord/Tenant Court case;
- b. **Identify your name and address and apartment number;**
- c. **Provide the basis for** eviction (See sub-section 5.0 D): the Notice needs to state

with specificity the basis (both legal and factual) for the notice;

**Provide an opportunity to cure (fix) the problem, as applicable:** When the Notice is for breach of lease, the Notice needs to describe how you can fix the problems the landlord alleges exist. The legal cure period for lease violations is thirty days. If the Notice does not have a description of how you can fix the problem, then a subsequent lawsuit based on that notice may be dismissible.

- e. **Depending on the reason for eviction, the notice must allow you from 30 to 180 days to move** (See subsection on 5.0 D);
- f. **State your rights for relocation help, if applicable** (See subsection 5.0 E);
- g. **State the address and phone number for RACD.**

## Notice of Eviction

The way you receive the eviction notice is very important. The notice must be served upon you in person. If you cannot be found, the service of the notice may be made to a person of proper age (16 years) upon the premises. If neither of these can be done, service may be made by posting the notice in some conspicuous place upon the leased premises. If the notice is posted on the premises, a copy of the notice must be mailed through first class U.S. mail, postage prepaid, to the premises within 3 calendar days of the date of posting.

You do not have to respond immediately to the landlord when you receive this notice; however, you should begin to plan your response. The notice alone is not enough to evict you. The landlord must sue you in court and get a judgment before you can be evicted.

## 2. Summons to Appear in Landlord-Tenant Court

Even if your landlord has given you a notice or has ordered you out of your apartment, you cannot be evicted until the landlord goes to court, files a lawsuit for possession of your apartment (known as a suit for possession), and obtains a judgment against you. Nor do you have to move out of your apartment until a court has entered judgment against you.

You have an absolute right to go to defend yourself against the landlord's suit for possession. You must first receive a summons from the landlord telling you the date of your court appearance. It should be hand delivered or placed on your door. **It is very important that you follow the instructions and go to court on the date stamped on the summons.** The date is written in red, halfway down the page.

If you cannot go to court on the date specified, you must notify the landlord and/or the landlord's lawyer to arrange a "continuance by consent, and you can also notify the court clerk that you can not appear in court, so there is a note in the file then go to 510 4<sup>th</sup> Street, NW, Room 110 and ask to have your court appearance date rescheduled.

## C. How to Challenge A Notice To Vacate

You can challenge a notice to vacate for any of the following reasons:

1. The landlord did not give you one of the 10 legal reasons for eviction. (See the following subsection on "Legal Reasons for Eviction".)
2. The landlord claims you did something that you in fact did not do, or you did do but stopped doing before the 30-day cure period expired
3. You do not believe the landlord's stated reason is in good faith. In other words, you know the landlord has reasons other than those given in the notice.
4. The landlord did not allow you the legally required amount of time to move.
5. The notice does not give the landlord's registration or exemption number as required by the RACD.
6. You believe the landlord is retaliating against you for exercising your rights as a tenant (for example, you are being evicted just after you organized or joined a tenant organization).
7. If you are being evicted because you owe rent, you should tell the judge if your apartment has mice or roaches, inadequate heat or hot water, or other unsafe conditions (housing code violations). If the judge finds that your landlord has violated the housing code, the amount of rent you owe can be reduced. (Read the section on Repairs for a list of housing code violations.)
8. For lease violation cases, the landlord did not adequately detail in the Notice the reason for eviction and/or the way to cure/fix the lease violation.
9. The landlord did not provide a Spanish speaker a Notice that properly was translated into Spanish

A tenant can fight a notice (and ultimate suite) if the issuer of the notice is a new owner/landlord and whose ownership can be challenged based on denial of the tenant's rights of first refusal (then refer to Section 14.0 D).

You can challenge a notice to vacate by asking for a trial when your landlord sues you in landlord-tenant court or by filing a form called a tenant petition with the RACD, 941 North Capitol Street NE, Suite 7100, (202) 442-4477.

If your case goes to trial, you may still be required to pay your rent, but you will pay it into the Court Registry under a "Protective Order." The Protective Order can be reduced by requesting a Bell hearing when the landlord requests a protective order. A Bell hearing is a hearing that permits the tenant to present evidence of housing code violations in the apartment as a basis to reduce the protective order

from the original rent amount. Paying your rent on time under a "Protective Order" is crucial. If you miss any payments or your payment is late, you may lose your case. If the judge decides at the trial that substantial housing code violations existed, the judge may reduce your rent or order the landlord to pay back some of the rent you have paid in the past. If you made rent payments to the court under a Protective Order, the judge will decide what portion of the money the landlord is entitled to and what portion will be returned to you. Tenants can check if a lawsuit has been brought by the landlord by going to [www.dccourts.gov/pa](http://www.dccourts.gov/pa) to search for any court cases in their name.

## D. Legal Reasons for Eviction

Under D.C. law, your landlord may evict you only for the reasons listed below. The landlord must give you a legally valid notice to vacate before you can be evicted unless you have not paid your rent and you expressly waived your right to receive notice after nonpayment. Unless it is for not paying your rent, any part of your lease that says you can be evicted without notice is invalid.

Notice requirements are different for each reason for eviction. The eviction process has several steps, and the time period for eviction stated in the notice does not mean you will be forced to leave your apartment after that amount of time. Rather, this is the amount of time that the landlord must give you to voluntarily vacate (or correct the lease violation, if this is the reason for the eviction) before the landlord can file a suit for possession against you and seek a writ of eviction (See subsection on "What Is a Writ of Eviction?" below). Remember, however, that a tenant may take the landlord to court for the reasons listed above in "How to Challenge a Notice to Vacate" before the landlord files a suit.

The legal reasons for eviction are: *(remember the initial notice is only for the landlord to have a right to sue, NOT for you to leave)*

- 1. Nonpayment of Rent:** Your landlord must give you at least 30 days notice if you do not pay your rent. You will not receive a notice to vacate if you waived this right in your lease.
- 2. Violation of Lease Obligation:** Your landlord must give you at least 30 days notice if you continue to violate an obligation, rule, or regulation that is listed in your lease or rental agreement. Before evicting you, your landlord must give you written notice (a "Notice to Cure or Vacate") stating that you are violating the lease or rental agreement and that you have 30 days to correct the problem.
- 3. Illegal Act:** Your landlord must give you at least 30 days notice if a court has decided that you have committed an illegal act in your apartment or building.
- 4. Landlord or Owner's Personal Use:** Your landlord must give you at least 90 days notice if the landlord or owner of your apartment wants to live in your apartment. You cannot be evicted if the landlord's friend wants to live in the apartment ..... "or if the landlord intends to rent or sell the property within a year of acquiring? The property.".
- 5. Sale of the Apartment:** Your landlord must give you at least 90 days notice if the landlord sells your apartment to someone who will live in your apartment. However, your landlord cannot use this reason unless the landlord gives you the first chance to buy your apartment. (See the section on How To Buy Your Building for details on the tenant purchase process.)
- 6. Unsafe Renovations:** Your landlord must give you at least 120 days notice if your landlord wants to make renovations to your apartment or building that cannot be done safely while you are living there. The landlord must notify the tenants of the renovations that will occur, and the plans for the renovations and an explanation of why renovations cannot occur while the unit is occupied must be on file with RACD and the Chief Tenant Advocate. A tenant also has 21 days following the notice to send comments to the Rent Administrator and the Chief Tenant Advocate on the impact of the eviction. The landlord plans and tenant comments must be reviewed will be reviewed by RACD, and the plans must be approved in writing by the RACD before any evictions occur. If approved, the renovations must begin no more than 120 days after you have vacated your unit, or the Rent Administrator may rescind the approval. Once the renovations are complete, you have the absolute right to return to your old apartment and must receive a notice from the landlord that your unit is available for you to reoccupy no more than 5 days following the end of the renovations. If the renovations were done to comply with housing regulations, you have the right to re-rent at the same price and under the same obligations that were in effect when you were evicted.
- 7. Demolition:** Your landlord must give you 180 days notice if the landlord wishes to demolish your apartment for new construction. Your landlord cannot use this reason unless your landlord first gives you the chance to buy your apartment. (See the section on How To Buy Your Building for details on the tenant purchase process.)
- 8. Substantial Rehabilitation:** Your landlord must give you at least 120 days notice if the landlord wants to substantially rehabilitate your apartment. Before eviction the rehabilitation must be approved in writing by the RACD. When the renovations are complete, you have the absolute right to immediately return to your old apartment; however, the landlord may increase the rent. (See section on Rent Control.)
- 9. Discontinued Housing Use:** You can be



evicted if your landlord wants to discontinue renting your apartment. Your landlord cannot use this reason unless your landlord first gives you the chance to buy your apartment, and you will have 180 days notice after the expiration of the tenant purchase rights. (See the section on How To Buy Your Building for details on the tenant purchase process.) The landlord cannot use the apartment for any purpose for one year following the date you move out. In addition, if after that one year period the landlord decides to use the apartment for residential purposes, it must be as rental housing and not as a condominium or cooperative.

#### **10. Conversion to a Cooperative or**

**Condominium:** Your landlord must give a 120-day notice if the landlord wishes to convert the property to a condominium or cooperative. In order to convert the property, there must be an election and a majority (**51% or more**) of the eligible residents need to vote in favor of conversion. Even if the conversion vote is successful, the landlord cannot evict you unless you are first given the chance to buy your apartment. (See the section on Condo and Coop Conversion Controls for details on the conversion process.)

## **E. Relocation Assistance**

Relocation assistance is available to tenants in a variety of cases: demolition of a building, substantial rehabilitation (capital improvement 501(f)), discontinued use, or conversion of your apartment building. Relocation resources are available through the Department of Housing and Community Development (DHCD) and the Office of the Tenant Advocate. Services through DHCD include help in finding alternative housing, information on public housing, and other advisory services.

In addition, your landlord is required to provide monetary assistance to help you move. If your eviction is due to demolition, substantial rehabilitation, or discontinued use, you should receive \$150 for each pantry, kitchen, storage area, or utility room over 60 square feet in your unit, and \$300 for every other room over 60 square feet in your unit (these amounts are subject to change annually.) If you have provided your landlord with 10 days notice of the date you will vacate your unit, the landlord must pay the relocation assistance to you no later than 24 hours before you vacate; if you have not provided notice, then the landlord must pay the assistance within 30 days after you leave. If your eviction is due to conversion, you should receive a minimum of \$125 and further housing assistance based upon a formula for a period of up to three years.

## **F. Drug Related Evictions**

The District of Columbia has enacted special rules for evictions of tenants or occupants of an apartment used as a "drug haven." The court procedures in these types of actions take less time and the tenants' defenses are limited. A landlord can begin an action for possession of a

rental apartment, or the Mayor can begin an action for eviction if the Superior Court of the District of Columbia determines by a "preponderance of the evidence" that an apartment is a "drug haven." (See section below on Drug Related Evictions.)

## **G. What You Should Do When You Get an Eviction Notice**

When you receive a notice regarding eviction from your landlord, you should seek help as soon as possible from a local community organization, legal service, or the RACD. (See the section on Agencies And Information.) These organizations will be able to tell you whether the notice meets all the legal requirements and whether the landlord has complied with the law.

The best way to defend your rights is to get help from a lawyer. Low-income individuals may qualify for free or reduced fee legal assistance. (Check the list in the section on Agencies and Information for legal assistance.)

If you have not spoken to a lawyer by the date you have to be in court, you can ask the judge to postpone your case for 2 weeks so you have time to consult a lawyer. You can also ask the judge to appoint a lawyer or law student to represent you.

If you decide to defend yourself, be sure you are well informed about your rights. Prepare in advance what you want to say to the judge. You might want to write down your defenses on paper. Some of these defenses are listed in the subsection above "How to Challenge a Notice to Vacate"; you can find more information on *pro se* representation (how to represent yourself) on the Landlord Tenant Resource Center website at [http://www.dccourts.gov/dccourts/superior/civil/landlord\\_tenant\\_prose.jsp](http://www.dccourts.gov/dccourts/superior/civil/landlord_tenant_prose.jsp). Once you are in court, you can tell the judge that you disagree with the landlord and that you want to schedule a trial.

## **H. Going To Court**

If you receive a court notice, you should always appear in court. Many tenants lose their right to remain in their apartments because they do not go to court. Going to court can help you keep your apartment even if you owe rent. If you paid your rent late and then received a "summons and complaint" for the late rent, it is still best to go to court and make sure your payment is properly credited and the landlord's complaint is dismissed.

You must be in court by 9:00 a.m. and answer "present" when the court clerk calls your name. **Do not be late.** If you are late or do not answer, you will lose your chance to fight the eviction.

You may be asked to speak to the landlord's lawyer about agreeing to settle. Be sure that you do not rely only on the advice of the landlord's lawyer's. What the lawyer recommends may not be in your best interests but instead may be in the landlord's best interests. Always get your own advice. (See the

Agencies and Information section of this guide for a list of legal service organizations that may help you.) If you did not already get legal advice, you may be able to get help while you are at the court from D.C. Law Students in Court.

The landlord's lawyer may ask you to sign a consent agreement—sometimes called a "Consent Judgment Praecipe" or Form (4)—to settle the case. Do not sign it unless you fully understand it. By signing, you lose all your rights to challenge what the landlord is saying and the right to tell the judge about any housing code violations or other defenses. If you do not comply precisely with the terms of the consent agreement you can be evicted. In other words, if you miss a payment, make a partial payment, or make a late payment, receive a judgment against you for the entire amount of rent requested in the suit. You will have a right to redeem (pay all of the amount of rent owed to date, including additional months of rent that have become due) and remain on the premises. If you choose not to sign it, you can wait and tell the judge that you want to have a trial where you can present your defenses.

## I. You Have a Right to a Trial

D.C. law gives all tenants the right to a trial when they are facing eviction if they have defenses to the landlord's complaint. A trial gives the tenant a chance to tell his or her side of the story. You have the right to request a jury trial; however, you must specifically request it from the court at the first court appearance (or continued court appearance if you reserve all rights at the first appearance). Otherwise, you would need to write a motion to request a jury trial, which may be difficult to procure without a strong basis for the late request. The filing fee for a jury trial is \$75, but if you cannot afford the \$75 or if you have *In Forma Pauperis* status, the court may waive the filing fee for a jury trial and other filing fees.

You can stay in your apartment while you are waiting for the trial, but the landlord can ask the court to require that you pay all of your rent into the Court Registry. This is called a Protective Order. You must make these protective order payments on time, or you may be evicted and lose your right to a trial.

## J. What Happens if You Lose At Trial?

If you lose at trial, your landlord will win a "judgment" against you. This means that the landlord can ask for a "writ of eviction" authorizing the eviction. If you lose and you think the judge was wrong, you have the right to appeal if you act quickly. To be successful, the appeal must be based on significant legal error. Get legal help.

In addition, you will have a "money judgment" against you which you are required to pay to remain in possession of the apartment. An unpaid money judgment can affect your credit rating.

## K. What Is A Writ Of Eviction?

The "**writ of eviction**" is a court paper which gives the landlord, with the aid of the U.S. Marshal, the right to remove you and your possessions from your home. The court sends the writ to the Marshal's office and from there it is sent to you by mail. A landlord has the right to ask for a writ of eviction only after the court has entered a judgment against you. This can happen if:

- You don't go to court and there is a "default" judgment entered by the court against you;
- You break your consent agreement and the court enters a judgment against you; or,
- You go to court and lose your case.

## L. How to Fight a Writ of Eviction

You may be able to fight a writ of eviction. A lawyer can help. If you never received a summons to go to court, go to the court immediately, see the judge, and ask to have the writ stopped. If the judgment against you is for nonpayment of rent, you can stop the eviction at the last minute by paying all back rent, current rent, court costs, and fees, even if the Marshal is at your door. You can try to recover the money later in Small Claims Court.

## M. What If You Cannot Stop The Eviction?

The "writ of eviction" will tell you the first date on which you may be evicted. This may be as soon as three full days after the trial, although evictions often do not take place on the first possible date. The Marshal's office makes up a new eviction list each day; you can find when the eviction is actually scheduled to take place by calling the Marshal's office at (202) 616-8631 after 2:30 p.m. for the next day's evictions. You may also call the Landlord and Tenant Court Clerk's Office at (202) 879-1152 or after 2:30 p.m.

You cannot be evicted on a day when the National Weather Service predicts (at 8:00 am) that the temperature at National Airport will fall below 32 degrees at any time within the next 24 hours or if the chance of rain is greater than 50% for the day.

If you are evicted, you may be able to stay temporarily in a shelter. For non-emergency admission to shelters run by the D.C. Government, contact the D.C. Family Resource Center (located at 25 M Street, SW, (202) 724-3932) to receive a waiting list number. Tenants can check if a lawsuit has been brought by the landlord by going to [www.dccourts.gov/pa](http://www.dccourts.gov/pa) to search for any court cases in their name. Call daily to check the waiting list number being served at (202) 724-1382. Single adults (without children) may be eligible for the CCNV Shelter at 425 2nd Street, NW, (202) 393-1909.

## 6.0 Drug Related Evictions

### A. Drug Related Evictions

The District of Columbia has enacted special rules for evictions of tenants or occupants of an apartment used as a "drug haven". The court procedures in these types of actions take less time and the tenants' defenses are limited.

A "drug haven" is defined as a "housing accommodation" or land attached to "common areas of a housing accommodation" where drugs are illegally stored, manufactured, used, or distributed. A court will use the following factors to determine whether an apartment is a "drug haven":

1. If the tenant or occupant has been charged with the manufacturing, distributing, or dispensing of controlled substances due to activities in the housing accommodation or has violated parole or probation for a conviction for manufacturing, distributing, or dispensing of illegal drugs.
2. If the tenant or an occupant in the rental apartment has been arrested more than one time because drugs were found in the apartment.
3. If a firearm has been discharged in the apartment.
4. If a witness testifies that a tenant or occupant has or has attempted to possess, manufacture, store, distribute, or use illegal drugs in the housing accommodation.
5. If the property has a general reputation that supports evidence introduced under any of the first four sections above. General reputation alone is not enough to establish that a house is a drug haven.
6. If the activities have been discontinued by the time of the court hearing.
7. Any other relevant and admissible evidence related to whether the apartment is a drug haven.

### B. What Happens When an Action is Commenced?

After an action is commenced, a court will hold a full hearing. This hearing must be held within 10 days after the issuance of a preliminary injunction (refer to the subsection on "Preliminary Injunctions") or, if an injunction is not issued, the court "shall expeditiously schedule" an injunction. Notice of the action must be received at least 5 days before a hearing. If a court determines, using the previously mentioned factors, that the rental apartment is a "drug haven", it will issue a final order that should be executed within 5 business days after the hearing. The court can order one or both of the following:

1. Eviction of the tenant or occupant; and/or,
2. Closure of the rental apartment for a certain period of time.

### C. Preliminary Injunction

After an action has begun, a plaintiff bringing this action can request a preliminary injunction to immediately prevent a tenant from maintaining a "drug haven". A court will hold a hearing on this request and use the following factors in determining whether to grant the injunction:

1. Whether the plaintiff is likely to prevail on the merits of the case;
2. Whether in the absence of relief, the plaintiff will suffer irreparable harm;
3. Whether there will be substantial harm to the defendant or another party if relief is granted; and,
4. Whether the public interest favors granting the injunction.

Note that a full hearing must still take place within 10 days after an injunction is granted. An injunction is not a final court order; rather, it is a form of temporary relief until a court can make a determination.

### D. Defenses Against an Action

There are only three (3) defenses against drug related evictions. The court will not enter an order for eviction or possession if the tenant shows that it is more likely than not that the events or actions alleged:

1. Could not reasonably have been known to the tenant or occupant;
2. Were not part of a pattern and practice of the tenant or occupant of the apartment; or,
3. Were reported to the Metropolitan Police Department by the tenant or occupant.

### E. Other Parties Who May Make a Drug-Related Eviction Complaint

A complaint regarding a possible "drug haven" may also be made by an affected tenant, resident, or resident association, Attorney General and the U.S. Attorney. These parties must submit their complaint and a petition to the Mayor who should review these items within 7 days of their receipt. If the Mayor determines the petition and complaint are complete, the parties may file their complaint with the court to begin an action. The petition to the mayor should include the following information:

1. The date and time the party witnessed the illegal drug related activity in the rental apartment by the tenant or occupant;
2. The name, address, and telephone number of any corroborating witness; and,
3. Any other information relevant to the petition that can be verified by a named

witness or independent authority including the Metropolitan Police Department.

## Know Your Rent Officials

**Housing Regulation Administration (HRA):** The Housing Regulation Administration, or HRA, is a part of the District of Columbia Department of Consumer and Regulatory Affairs (DCRA). The HRA administers the laws and regulations governing rental housing, condominium and cooperative sales and conversions, and housing standards, including housing-code and lead paint inspections. The main contact number for HRA is (202) 442-4400.

- **Rental Accommodations and Conversion Division (RACD):** The Rental Accommodations and Conversion Division, or RACD, is part of the Housing Regulation Administration of the Department of Consumer and Regulatory Affairs. This agency is responsible for administering the Rental Housing Act of 1985 (as amended), which establishes rent control, and the Conversion and Sales Act (as amended). All tenant and landlord petitions are filed with RACD. The main contact number for RACD is **(202) 442-4477**.
- **Rent Administrator:** The Rent Administrator is the head of the RACD where all petitions must be filed. The contact number for the office of the Rent Administrator is (202) **442-4610**.
- **Rental Housing Commission:** The Rental Housing Commission is a 3 member panel that writes regulations for rental properties and hears appeals of decisions made by the Rent Administrator. The main contact number for the Rental Housing Commission is (202) 442-8949.
- **The Office of Administrative Hearings (OAH): is an autonomous and impartial administrative tribunal, within the Executive Branch of the District of Columbia Government, for hearing administrative litigation involving the Government's enforcement programs. The main contact number is 442-8167 and the website is: www.OAH.dc.gov**
- **Office of the Chief Tenant Advocate (OTA):** The Office of the Tenant Advocate (OTA) advocate on behalf of tenants through legal representation, creates educational materials focused on tenants rights, provides community technical assistance to tenant organizations and others interested in preserving the rights and affordable housing for renters in the District of Columbia. The main contact number for the OTA is (202) 442-8359.
- **Tenant Advisory Council:** The Tenant Advisory Council is composed of tenant organizers, representatives of tenant organizations, and other tenant advocates who make recommendations for improving Office of the Tenant Advocate services.

## 7.0 Rent Control

### A. Limitations on Rent Increases

The Rental Housing Act of 1985 and the Rent Control Reform Amendment Act of 2006 regulates rent increases in the District. As of August 4, 2006, the Rent Control Reform Act abolished the use of rent ceilings to limit increases for rental properties in D.C. Instead, a new system was implemented with the goal of keeping rent prices in tandem with comparable market values and inflation. Tenants may challenge rent levels for months preceding August 4, 200, and would need to apply the former law. Tenants who decide that this action is necessary should obtain legal support. (see Legal Service Section)

Under the new law, a landlord can implement an annual rent increase to keep pace with inflation based on the increase in the Consumer Price Index (CPI), a monthly measure of the average change in prices for consumer goods in urban areas established by the U.S. Department of Labor. For most tenants, an automatic rent increase will be at least the CPI percentage plus 2 percentage but no more than 10% higher than the previous rent charged. The CPI percentage that will be used to determine increases for a rent-control year (May 1-April 30) will be issued at the end of each calendar year. For any increase other than the annual adjustment, a landlord must provide a justification to the Rent Administrator.

Although the annual rent increase is "automatic", a landlord must issue proper written notice at least 30 days in advance of an increase for the increase to be valid. Also, the automatic increase is "use or lose"—if the landlord does not implement the appropriate rent increase for one 12 month period, the landlord cannot implement the same increase in the following year. A landlord can only impose automatic rent increases once every 12 months; if your landlord attempts to raise your rent twice in one year, or you are not sure if the notice of increase is proper, you should check with RACD or a lawyer to confirm the validity of the increase. In addition to invalid notice, you can also challenge an automatic rent increase on the grounds of housing code violations, lack of apartment/manager registration, insufficient notification period, unlawful calculation, and the terms of your lease.

For additional information or questions regarding rent control, contact the Rental Accommodations and Conversion Division (RACD) of the D.C. Department of Consumer & Regulatory Affairs at 941 North Capitol Street NE, Suite 7100, (202) 442-4477.

### B. Protection For Elderly and Disabled Tenants

The allowable amount for an automatic rent increase is less for tenants who qualify as elderly or disabled. For any tenant who the Rent Administrator determines to be elderly or disabled, the automatic rent increase percentage allowed is the lesser of (1) the previous rent charged plus the CPI or (2) a maximum of 5 percent of the previous rent.

To qualify:

- As elderly, a tenant must be at least 62 years.
- As disabled, [ADA has a three-part definition of "disability" . The definition is based on the definition under the Rehabilitation Act, and reflects the specific types of discrimination experienced by people with disabilities. Under the ADA, an individual with a disability is a person who:
  - - has a physical or mental impairment that substantially limits one or more major life activities;
  - - has a record of such an impairment; or
  - - is regarded as having such an impairment.

Individuals who meet this definition will complete the RACD disability application and submit it to RACD Rent Administrator to be validated. Tenants should provide a copy of this validated application to the landlord.

## C. Other Allowable Rent Increases

A landlord can seek a rent increase larger than the annual automatic increase by petitioning the Rent Administrator. Tenants can participate in hearings regarding these rent increases, and can challenge these increases if approved.

### Hardship Increase

**How It Works:** Landlords may choose to petition for a hardship increase instead of an automatic increase. A landlord can claim a "hardship" if the landlord makes less than a 12% rate of return on the property. The landlord determines rate of return by dividing the property's profit (rents and fees collected minus expenses to operate the building) by the landlord's equity in the property (the value of the property for tax purposes minus any outstanding debt). You can pick up a copy of the Hardship Petition Instructions at RACD, 941 North Capitol Street, NE, Room 7100 (202) 442-4477. RACD will notify all of a building's tenants once the landlord has filed a hardship petition.

**Opposition:** After a landlord files for a hardship petition, the Rent Administrator will examine the landlord's claim and will issue an "audit report". This report is not a final decision, and a representative from your tenant organization may challenge the report by giving a written objection to the Rent Administrator and the landlord within 30 days. A hearing with the Rent Administrator will then be scheduled to examine the objections. You should review the landlord's documentation and be sure to write down all objections you have to the report. Only written objections can be argued at the hearing.

### Challenging a Hardship Petition - Accounting

**Errors:** The landlord must provide documentation of the need for a rent increase when he or she files a hardship petition. Someone with accounting experience should review these documents for mistakes. These documents can be reviewed and copied at RACD, 941 North Capitol Street, NE, Room 7100. Bring calculators, paper, and a lot of change for the photocopy machine. Plan to spend the day.

Some of the issues to focus on are as follows:

1. The management's documentation must come from a consecutive 12 month accounting period chosen out of any 15 previous months before filing the petition. Make sure all expenses fall within the 12 month period.
2. Expense and income amounts must relate only to your building. Check for receipts that include other buildings.
3. Without a special exemption, the landlord is not allowed to claim management fees of more than 6% of the maximum rental income or vacancy losses of more than 6%.
4. Check the management's calculation of income. In addition to rent, the management must include all fees (parking fees, retained security deposits and laundry machine profits) as income.
5. Operating expenses that were really capital improvements (roof or boiler repair, carpet or appliance replacement) cannot be included as expenses. Look for expenses that could be challenged as capital improvements.
6. All payments must be verified. This means the landlord must file a bill, a check, and usually an internal ledger entry for each payment. If you do not find a bill or check for any item, it cannot be used as an expense.

### Challenging a Hardship Petition - Housing Code

**Violations:** A hardship petition increase may not go into effect if substantial Housing Code violations exist. All Housing Code violations should be clearly stated in your written objections. If you believe that Housing Code violations exist, call the Housing Customer Service Center at (202) 442-4477.

### Capital Improvement Increase

**How It Works:** A landlord may petition for a rent increase to cover the cost of improvements beyond ordinary maintenance and repair, or "capital" improvements. Examples of capital improvements include replacing the roof or elevators in the building, or the heating system or window frames in individual units. Even if the landlord only plans to make improvements in certain individual units, the increase can cover the entire building. Increases to cover costs of improvements in individual units cannot be more than 15% higher than the original rent, and no more than 21% higher for building-wide improvements. The landlord can only implement the increase after all the improvements have been completed, and it will only be in effect long enough for the landlord to recover the costs of the improvements. D.C. regulations allow the landlord to spread the costs of building-wide improvements over 96 months and individual unit improvements over 64

months.

**Opposition:** You can challenge a capital improvement increase by arguing that the improvement is an ordinary replacement or repair, rather than a capital improvement. This argument must be made under the Federal income tax depreciation rule, so ask the RACD or a lawyer for help if needed. The landlord must also prove that the improvements would protect or enhance the health, safety, and security of the affected tenants or result in a net saving in energy costs which is passed on to the tenants. Tenants have successfully opposed capital improvement increases in cases where repairs were required to comply with the housing code without any overall plan of rehabilitation.

#### **Opposition by low-income elderly or disabled**

**tenants:** A low-income elderly or disabled tenant may request an exemption from a capital improvement rent increase. To qualify for an exemption, a low-income elderly tenant must be 62 or older and have an annual income of less than \$40,000. Similarly a qualifying low-income disabled tenant must have a significant medical impairment and have an annual household income under \$40,000. If you think you meet these requirements, you must file a claim for exemption with RACD within 15 days of receiving notice of the landlord's capital improvement petition. You must also give a copy of this claim to the landlord or the landlord's attorney. The RACD will determine if you qualify for the exemption at the same hearing it determines whether the landlord may implement the capital improvement increase. If the RACD determines that you qualify for this exemption, the landlord may only increase your rent under limited circumstances.

### **Substantial Rehabilitation Increase**

**How It Works:** If a proposed rehabilitation will cost more than 50% of the assessed value of the property (the "assessed value" is what the property is worth for property tax purposes), the landlord may petition for a "substantial rehabilitation" increase to cover these costs. This is a permanent increase that cannot exceed 125% of the current rent charged. Once a landlord submits a substantial rehabilitation petition, the tenants will be notified. The landlord may evict tenants in order to do the rehabilitation but must give tenants at least 120 days notice before they must vacate. Tenants evicted for the rehabilitation have the right to move back in, but at the higher rent level. Once a landlord files a petition and detailed plans to raise rents because of a substantial rehabilitation, the tenants are notified and have an opportunity to voice their concerns at a hearing conducted by the Rent Administrator.

**Opposition:** The proposed level of rehabilitation may be challenged as greater than that necessary to bring the apartments into compliance with the housing code. Before approving the landlord's petition for the increase, the Office of Administrative Hearings must consider if the proposed rehabilitation is in the best interest of the tenants (i.e., to correct serious health and safety problems), and the financial costs and inconvenience of relocation on the tenants if the rehab is approved they must consider the validity of the Housing provider's cost estimates for repairs. The tenants' goal should be to prove to the RACD that the cost of the rehabilitation is

less than 50% of the assessed value of the apartments to be rehabilitated.

### **Service and Facilities Increase**

**How It Works:** A landlord who substantially increases services or facilities (perhaps building security or laundry facilities) may petition for a rent increase which proportionately reflects the value of the service or facility.

**Opposition:** Tenants can challenge the accuracy of whether the service or facility has been increased by showing that there has been little or no change in services or by showing that the additional service is actually a housing code requirement. Additionally, because landlords must reduce the rent for a service or facility reduction, tenants can petition for a rent reduction on the grounds that services have been decreased.

### **Vacancy Increase**

**How It Works:** Once a tenant has vacated an apartment, a landlord may raise the price of the unit before renting the unit to a new tenant. The landlord can choose to raise the rent to 10% more than the former tenant's rent, or to the equivalent rent of a comparable unit in the building. However, if the landlord chooses to raise the rent to the equivalent of a comparable unit in the same building, the total increase cannot be more than 30% higher than the former tenant's rent. Once there has been a vacancy increase in rent, the landlord cannot make another rent increase in 12 months, even if another vacancy occurs. Also, the landlord cannot take a vacancy increase if a hardship increase has been implemented within the past 12 months.

**Opposition:** A landlord can only implement a vacancy increase if a true vacancy has occurred and the landlord has experienced a lapse in rent payment. If you are living in an apartment with a lease in someone else's name and you wish to change the lease to your own name, many landlords consider this a vacancy and will raise your rent at that time. This is not allowed. No vacancy increase in the rent charged is permitted when the rental apartment has never actually been vacant because a subtenant has remained in the apartment and rent has continued to be paid.

### **Voluntary Increase**

**How It Works:** A landlord may increase rent without a petition if 70% of the tenants (excluding the landlord's employees) sign an agreement that sets out the amount each tenant will pay. This agreement must include detailed information on the changes in rent, services, or facilities, as well as any capital improvements, ordinary maintenance, or repairs. The tenants have 14 days to consider and respond to the landlord. If at least 70% of the tenants sign the agreement, rents for all tenants can be raised, even those who did not sign the agreement. When you sign a lease agreement you should review it carefully to ensure it does not contain a voluntary agreement.

Before the rent increase can be implemented, however, the agreement must be approved by the

Rent Administrator. Tenants are encouraged to seek legal advice before signing any contract that contains a voluntary rent increase agreement because such agreements are very difficult to vacate after signed.

**Opposition:** Even voluntary increases are challengeable if tenants were coerced (i.e., the landlord threatened to sell or discontinue housing use of the building or otherwise pressured tenants); if tenants did not understand the rent increase agreement; if tenants agreed to pay more than they could afford; if tenants accepted cash in exchange for an agreement to leave; or, if the agreement imposed an unequal burden on a minority of tenants in the building.

## D. Legal Requirements for Rent Increases

Landlords must meet the following standards to legally raise rents:

- 1. Notice:** The landlord must give written notice of a rent increase at least 30 days before the next rent payment date. The notice must contain a statement of the current rent, the increased rent, and justification for the rent increase. The notice should also include a summary of tenant rights to challenge the rent increase and a list of sources of technical assistance.
- 2. Housing Code Compliance:** The rental apartment and common areas must be in substantial compliance with the Housing Code. Violations are proven with housing inspection reports, photographs, and similar evidence. "Substantial" violations are those which endanger the health or safety of tenants.
- 3. Apartment Registration:** The rental apartment must be registered with RACD and the landlord must be properly licensed. Any new landlord must register within 30 days of becoming a new landlord. To determine if your landlord has registered, review the file for the building address at RACD.
- 4. Manager Registration:** When the building is managed by someone other than the landlord, the manager must register with RACD.
- 5. Waiting Period:** The landlord must wait at least 12 months between implementing increases (unless the unit is vacant).
- 6. Lawful Calculation:** Rent increases are calculated from the "rent charged". The Rent Control Reform Amendment Act defines "rent charged" as the legal rent as of August 4, 2006. The landlord must file all rent increases with RACD. You can check the records to determine if the rent increases have been properly calculated.
- 7. Lease:** The rent charged may not exceed the amount stated in an effective lease.

## E. How to Challenge a Rent Increase

Tenants have a right to challenge any proposed rent increases. To improve your chances of successfully challenging your landlord's petition for any type of rent increase, your first step should be to get organized. Several concerned tenants should call a general meeting to discuss the landlord's requested increase, and if your building does not already have a tenant organization, form one. (See section on Forming a Tenant Organization and groups that can provide help for this process in the Agencies and Information section). Once you form a tenant organization, assign people to particular tasks and collect dues to cover expense such as photocopying, purchasing documents, and legal assistance. Also, find out if any tenants have accounting experience—members of the group with accounting skills will be useful in some of the more technical aspects of filing the necessary paperwork to challenge the increase.

To challenge a rent increase, follow these steps:

- 1. Evidence:** Collect information and evidence to support your case. For example, you should put together all letters and notices between you and your landlord and a copy of the latest housing inspection report. You should also check at the file room at RACD, 941 North Capitol Street, NE, Room 7100, to make sure that your landlord has filed the proper forms to manage your building and collect rent increases.
- 2. File a tenant petition:** You can both pick up and file a tenant petition form at RACD, 941 North Capitol Street, NE, Room 7100. On the form, check off the appropriate boxes that describe your problem and provide a short description. You must file four copies of the petition plus the original. The clerk will stamp one copy with the filing date and return it to you to keep in your records.

The tenant petitions are divided into two types of complaints:

- Complaints involving increases in rent*—You can challenge a rent increase if it was:
  - larger than legally allowed;
  - made without a 30 day written notice;
  - made when your apartment had housing code violations; or,
  - made while a written lease was in effect.Can challenge a rent increase if:
  - o An exemption from rent control was taken while there were code violations; and
  - o If the tenant is elderly or disabled and the increase exceeds the lesser of the CPI or 5%
- Complaints involving decreases in related services or facilities*—If your landlord reduces or eliminates a service that you are supposed to receive as part of your monthly rent, your landlord must lower your rent to

reflect the reduction in service. Your landlord may also be required to refund rent already paid if your opportunity to use optional services while you paid the high rent was reduced or eliminated.

- 3. The hearing:** After you file the petition with the RACD Rent Administrator, it will be sent to the Office of Administrative Hearing (OAH) to schedule a hearing.

The hearing process mimicks that of the Superior Court so a tenant needs to be well prepared; or, seek legal representative through the Office of the Tenant Advocate at 202 442-8359..

If either party needs more time to prepare for the hearing, the party may file a motion for continuance, extension of time to file a pleading, or leave to amend a pleading if the motion is filed five (5) business days before the hearing or the due date. This motion must be based on good and sufficient cause supported by documentation

At the hearing, you will need to explain your problem before the Administrative Law Judge (ALJ) For example: If you seek a reduction in rent as a result of the landlord not providing the services promised in the lease, describe what services you have not received, how this has affected you, and how much the reduction is worth.

If your apartment has housing code violations, you should show the ALJ pictures of the problems and the dates the problems occurred.

After the tenant presents their case, the landlord has a chance to give an explanation. Stay calm and do not be afraid to ask the landlord questions.

- 4. The decision:** The Hearing Examiner mails out a Decision and Order (DO), a written decision on behalf of the Rent Administrator, after the hearing. This should not take more than 60 days, but OAH often has a large backlog and decisions are often delayed for many more months. With 10 business days of receiving the decision, either party can file a motion for reconsideration with the Hearing Examiner for the following: a default judgment was entered if the party failed to appear; if the judgment contains typographical, numerical, or technical errors; if the judgment contains obvious errors; or if new evidence has been discovered. The OAH has 10 business days to respond to the motion for reconsideration, or the motion is denied automatically.

- 5. The appeal:** Either party can appeal the OAH decision to the three-member Rental Housing Commission (RHC). You can represent yourself or be represented by a lawyer in front of the RHC. An appeal must be filed within 10 business days after a final decision has been issued, and must contain a statement of error(s) made in the OAH's decision. The RHC can only review questions of law - it is up to the ALJ to make findings of fact. In addition to filing three (3) copies of the appeal with the Commission, the opposing party must receive a copy of the appeal as well. Once your appeal

has been filed, the Commission will schedule a hearing on the appeal. If you find error in the RHC decision, you may file a motion for reconsideration within 10 business days, and/or petition the D.C. Court of Appeals for review within 30 calendar days

## F. Disclosure to Tenants

All tenants living in rent-controlled properties are entitled to receive certain information regarding previous rent increases for their unit. Once a year, tenants can submit a written request to the landlord for a statement indicating the rent increases for the unit over the previous 3 years and the basis for the increase. If the landlord implemented a vacancy increase for the unit, the landlord must disclose the substantially identical unit on which the rent increase was based. The landlord must comply and provide this information within 10 business days of the tenant request; if your landlord does not provide this information within 10 business days, contact RACD. If the landlord is notified that he or she has failed to comply with the disclosure laws and does not correct this error within 10 days, the landlord can lose the right to implement rent increases until he or she complies. Also, the updated disclosure documents for each unit should be kept in an easily accessible place in the building (like a reception desk) for tenants to inspect.

## G. Rent Control Exemptions

Every housing accommodation in the District must be registered with RACD as either a rent-controlled property or as an exempt from the rent control provisions. To check if your landlord has filed for an exemption, visit the RACD and ask to review the file for your building address.

If an apartment is not rent-controlled, the landlord can charge as rent whatever the market will allow, or whatever someone is willing to pay. The terms of the lease, a binding contract, will govern the rights and responsibilities of the landlord and tenant regarding rent, rather than the rent control law. The following types of properties are not covered by rent control:

- 1. "Small" Landlords:** Apartments that are owned by landlords who own four or fewer apartments, whether or not in the same building. (Cooperatives and other corporate owners that own four or fewer apartments are not eligible for the small landlord exemption.)
- 2. Publicly Owned or Subsidized Housing**
- 3. New Apartments:** Apartments in buildings for which the building permit was issued after 12/31/75 or for which the certificate of occupancy was issued after 1/1/80.
- 4. Vacant Housing:** Apartments continuously vacant and not subject to a rent agreement since 1/1/85.
- 5. Apartments Under a Building Improvement Plan:** Apartments under the



Apartment Improvement Program or Rehabilitation with D.C. Department of Housing and Community Development (DHCD) and approved by 70% of the tenants.

- 6. Diplomatic Residences, Dormitories, Hospitals, Nursing Homes, and Similar Facilities.**
- 7. Housing for low income individuals or families** that is owned by a nonprofit corporation which offers a comprehensive social services program to residents (very few properties qualify for this exemption).
- 8. Hotels, Motels, and Guest Quarters:** Buildings with at least 60% transient occupancy.

## 8.0 Retaliatory Action

It is against the law for the landlord to retaliate against you for exercising your rights under the 1985 Rental Housing Act. A landlord cannot threaten, harass, try to evict, unlawfully increase the rent, or decrease services because a tenant reports a housing code violation or exercises any other rights under D.C. law. If a landlord attempts to retaliate for exercising a right, you should notify the Rental Accommodations and Conversion Division of the D.C. Department of Consumer and Regulatory Affairs (RACD), 941 North Capitol Street, NE, Room 7100, (202) 442-4477. You can then either file a tenant petition or complain in court.

## 9.0 Tenant Petitions and Conciliation

If you believe your landlord has violated the Rental Housing Act of 1985 (as amended), all tenants have a right to file a tenant petition at RACD to initiate a case against the landlord. A tenant can challenge a landlord for any of the following reasons:

- illegal rent increases
- proposed retaliatory eviction or other retaliatory acts
- decrease or change in services and facilities
- housing code violations
- improper eviction notices
- improper registration
- rent refunds
- illegal security deposit

Once you have filed your tenant petition, it will be sent to the Office of Administrative Hearings(OAH) and a hearing will be scheduled. Each party will receive a copy of the petition and a notice of the hearing with the time, date, and place of hearing at least fifteen (15) days prior to the hearing. After the hearing, the Administrative Law Judge (ALJ) will issue a Decision and Order (DO) on behalf of the Rent Administrator. If you disagree with a Decision and Order (DO), you may file a motion for reconsideration within ten (10) business days of service of the DO; the OAH has ten (10) business days to decide or the motion is denied automatically. If this is unsuccessful, you may file a notice of appeal within ten (10) business days of service of the DO or order to the Rental Housing Commission

(RHC). For a more detailed discussion of the filing, hearing and appeals process, see the subsection on "How to Challenge a Rent Increase" in the section on Rent Control.

Conciliation can be a faster and easier process than a formal hearing to settle disputes with your landlord. Even after you have filed a tenant petition, you can ask for conciliation before your hearing. In this process, a both you and your landlord will meet with a conciliator at the RACD office, and the conciliator will listen to both sides, help the landlord and tenant find areas of agreement, explain the rights and duties of landlords and tenants under D.C. law, and interpret the possible violations of the law by either party. You do not have to have an attorney in conciliation, and unlike in a hearing all parties can work together to arrive at a mutually agreeable settlement. For more information on conciliation or to request a conciliation meeting, contact RACD at (202) 442-4477.

## 10.0 Office of the Tenant Advocate

The Office of the Tenant Advocate (OTA), an independent agency within the District of Columbia government, is an invaluable resource for information on landlord/tenant relations in the District. The OTA works closely with the Office of the Rent Administrator, DHCD and other agencies to provide education and materials to D.C. tenants that will help them effectively exercise their rights. In order to identify tenants who are in need of assistance in organizing an association, the OTA receives copies of all tenant petitions and building sale/conversion filings, and OTA staff members are available to attend tenant organization meetings. Other duties of the OTA include:

- Providing education and outreach to tenants about laws, rules and policies involving rental housing in the District;
- Educating and advising tenants on how to file petitions and their rights in the petition process;
- Representing the interest of tenants in legislative, executive and judicial issues and advocating tenant-friendly changes in laws and rules;
- Reviewing landlord petitions on behalf of tenants;
- Advising and assisting tenants at conciliation meetings;
- Organizing tenant participation in building-wide inspections; and
- Informing tenants on their right to form tenant organizations.
- Works closely with legal service providers and;
- Coordinates referrals of tenants to legal service providers.

For more information on the increasing number of

services offered by the OTA, contact the OTA directly at 941 North Capitol Street, NE, Suite 9500, (202) 442-8359.

## 11.0 Federally Subsidized Housing

Some buildings are part of federal programs that keep the rents affordable. The most common programs are: The Housing Choice Voucher Program Project based Section 8), which pays 70% of a income-eligible tenant's rent, Section 236 and Section 221(d)(3) and Section 202 are housing production programs, that provide landlords with low interest mortgage loans in exchange for providing lower rents.

At times, the landlord has the option to leave the program and this could result in an increase in rent. Tenants in buildings that are part of these programs have several protections if the landlord decides to leave the program.

Before a landlord may leave one of these programs, D.C. and Federal law require the landlord to give all tenants notice of the situation. The landlord must provide all tenants with notice at least one year prior to leaving the federal program. If you are not given a one-year notice you should contact a lawyer. The lawyer may be able to delay or prevent the ending of the program. The notice should indicate the type of program the building is under and what type of assistance is available to you.

If you receive such notice, it is important for you to understand it does not necessarily mean you will have to move out of your apartment. Rather, you will continue to have the same rights against evictions as other tenants in the city (see section on Evictions). In addition, once the building leaves the federal program it may become subject to rent control (see section on Rent Control). Buildings under these federal programs are exempt from rent control. Once the program ends, the building is no longer exempt unless it is exempt for another reason.

Whether or not your apartment will be subject to rent control when the building leaves the federal program, you may become eligible for an Enhanced voucher, which allows you to use a DCHA-issued voucher in the same building. Section 8 vouchers, another program that helps you pay rent. The notice from the landlord will provide information on whom to apply for a voucher. The office that can assist you is the Housing Voucher Office of the D.C. Housing Authority (DCHA), 1133 North Capitol Street NE, Washington D.C. 20002-7561, (202) 535-1433, [www.dchousing.org](http://www.dchousing.org). When you contact the Housing Voucher Office, be sure to make it clear that it is because your landlord is leaving a federal program. There are a number of rules and regulations that the Housing Voucher Office will have to explain to you before you enroll in the program.

Another way to make sure the rents in your building stay affordable is to find an organization interested in purchasing the building and keeping the federal program in place. Two organizations that might be able to help, or refer you to other organizations that could help, are The

National Housing Trust/Enterprise Preservation Corporation, (202) 333-8931, or The Harrison Institute for Public Law, (202) 662-9607.

If you do not have a tenant organization when you receive the notice from the landlord, it is critical that you form one immediately (see section on Forming a Tenant Organization). An association can help minimize any rent increase by giving you bargaining power to deal with the landlord. A united tenant group may also give the D.C. government an incentive to provide aid to help the group remain in the federal program.

If you are a low-income family and have to move because the landlord leaves a federal program and increases the rent, the landlord may be required to pay a portion of your moving expense. If your notice does not indicate an amount the landlord will to pay for relocation, ask the DCHA if the landlord is required to make such a payment. You may also receive assistance services from the DCHA to find comparable available housing, information on federal and local housing programs, or financial assistance for moving expense.

## 12.0 Public Housing

Public Housing is housing that is owned by the city government through the District of Columbia Housing Authority. Public housing is often subject to different rules than other types of housing. This section describes some of the most important differences between public and private housing.

### 1. Damages or Maintenance Problems

The D.C. Housing Authority is responsible for the maintenance and repair of public housing apartments. This means the Authority must make sure the apartment is in a safe and sanitary condition, there are no building code violations, all necessary repairs are made, and all utilities are operating properly. The tenant can address repair issues through the same means a private tenant can (and refer back to Section 3.0), but also that a public housing tenant can address repair issues through the grievance process.

The D.C. Housing Authority inspects public housing apartments annually. The Authority should promptly repair any damages found during the inspection. If the damage is more than reasonable wear and tear and was caused by a tenant, members of a tenant's household, or a guest of a tenant, that tenant will be charged for the cost of the repair.

Any maintenance problems or damages found by residences should be immediately reported to the D.C. Housing Authority Control Center, (202) 535-1044. The Control Center will give you a control number that will be a reference number for the

problem. You should save this number so you can call back later and find out the status of the repair. The Property Maintenance division of the Housing Authority will send someone to fix the problem. If the problem is an emergency, be sure to indicate this to the Control Center and a person should be sent as soon as possible to fix it. If it is not an emergency, it may take a few days before the problem is fixed. Again, any problems found to be beyond normal wear and tear will be charged to the responsible tenant.

## 2. Evictions

Grounds for eviction are the same in public housing as they are for private housing (See section on Evictions) with an exception for evictions based on drug-related criminal activities. Drug related evictions in public housing are controlled by federal law. The federal law gives the D.C. Housing Authority the right to evict a tenant if the tenant, any person living with the tenant or any guest of the tenant engages in a drug-related criminal activity. That means the D.C. Housing Authority can evict a tenant in public housing even if the tenant did not know about the drug-related activity and even if the drug-related activity took place somewhere outside of the apartment building's premises. When deciding whether or not to evict the tenant, the Housing Authority may consider whether or not the tenant knew of the criminal activities and if the tenant did anything to stop the activities, but there are no defenses that will assure a tenant will not be evicted.

## 13.0 Condo and Coop Conversion Controls

The Rental Housing Conversion and Sale Act (as amended) gives tenants a valuable protection when an owner wishes to convert from rental to condominium or cooperative ownership. An owner may convert a rental property to an condominium or cooperative ownership structure only if over half of the eligible tenants vote in favor of the conversion.

For clarification of any of the procedures described in this section or any further questions on the conversion of rental property, contact the Conversion and Sales Office of RACD, 941 North Capitol Street, NE, Room 9500, (202) 442-4477.

### A. Who May Convert?

Only an owner may convert. A developer who wants to buy a building and later convert cannot convert until it actually buys the building and becomes the new owner.

### B. Notice of Tenant Election

To begin the process of converting a building, the owner must request an election by giving a written request to each tenant and to the RACD Conversion and Sales Office within the Department of Consumer and Regulatory Affairs. 202 442-4477. The request for election must be sent by first class mail and posted in the building. It must include information on tenant rights and tenant assistance organizations in English and in Spanish if necessary.

In order to exercise their right to consent or withhold consent to a conversion, the tenants must participate in an election. If no election takes place within 60 days of receiving the request for election, the tenants lose their right to an election. Therefore, it is important that the tenants follow the procedures below:

1. A tenant organization, if one exists or can be organized, has 30 days to decide whether to hold an election. If so, within those 30 days, it must give notice of the election to each tenant, the owner and the Conversion and Sales Office. The notice must include the date, time, and place of the election; a list of voter qualifications and disqualifications; a voter qualification form; an absentee ballot information form; and a summary of tenant information. The election must be held within 60 days of the landlord's request for an election. The tenant organization should speak with the Conversion and Sales Office to schedule an election.
2. If a tenant organization does not exist, or does not give notice of an election, then the owner or a tenant who is eligible to vote may request that the Conversion and Sales Office hold an election. This request must be made within 60 days of the landlord's request for election. If no tenant or owner requests an election, the conversion will be certified as approved without an election. Housing Counseling Service and University Legal Services assist tenants in organizing tenant associations.

### C. Tenant Voter Eligibility

Only a "head of household" living in a rental apartment is eligible to vote in the tenant election. A "head of household" is an individual who permanently lives in the rental unit and provides more than half of the income needed to maintain the unit. The following households are not permitted to vote:

- households in which any member is a low-income elderly or disabled tenant who exercises their right to be protected from eviction (see "Protection of Elderly and Disabled Tenants" sub-section below);
- households in which any member moved into the building less than 90 days before the election; and,
- households in which any member has been an

employee of the landlord within 120 days of the landlord's request for a tenant election.

The voter qualification forms must be completed and sent to the Conversion and Sales Office no later than 7 business days prior to the election. Only residents who complete the form and are eligible can vote. The Conversion and Sales Office will determine the qualified voters and prepare a qualified voter list which will be available at the election.

## **D. Conduct and Results Of The Election**

The current practice of the Conversion and Sales Office is to conduct elections by mail. All eligible voters must mail or deliver their ballots to the Conversion and Sale Office before the date and time of the election. Residents can be present when the ballots are opened and counted. The Conversion and Sale Office will send a notification to the owner stating the results of the election, and a copy will be sent to the president of the tenant organization to post in the building.

In order to convert, the vote must be more than 50% in favor of conversion. If the tenants approve conversion (or no election is held), the owner has 180 days to convert (although an extension can be requested). If the tenants do not approve (or if they do, but the owner does not convert within 180 days) the owner may not request another election for 1 year.

## **E. Coercion Prohibited**

Election results will be invalidated if there is evidence of fraud or coercion on the part of the owner, the tenant organization, or any other party. Coercion includes knowing distribution of inaccurate information, frequent visits or calls in spite of household's objections, threat of retaliation (including illegal demands for higher rent, decreased services, increased lease obligations, or outright eviction), violation of privacy, or refusal to renew a tenant's lease. If coercion is found by the Conversion and Sale Regulatory Office, another election will be held within 47 days of its finding.

## **F. Notice of Intent To Convert**

The owner converts the property by providing the tenants a 120 day notice of intent to convert to cooperative or condominium ownership. The notice must be in a form approved by the Conversion and Sales Office.

The Notice of Intent to Convert must be delivered by first class mail (or hand delivered if a condominium) and it must be posted in conspicuous places in the common areas of the housing accommodation. During the first 60 days of the notice period, each of the tenants has the exclusive right to contract for the purchase of the apartment.

For condominium conversions, the Notice of Intent to Convert may specify a date by which the apartment must be vacated if the tenant does not contract to purchase. The date to vacate must be no sooner than 120 days from the date of the Notice of Intent and the tenant must have

received a full 60 days to contract for the purchase of the apartment.

For cooperative conversions, or for condominium conversion notices that do not include a date to vacate, the owner may give a 30 day notice to vacate 90 days after the tenant has received the 120 day Notice of Intent to Convert or after the expiration of the 60 day right to purchase, whichever is later.

## **G. Protection for Low-Income Elderly and Disabled Tenants**

Even if a building is converted to a condominium or cooperative, under D.C. law an owner may not evict elderly or disabled tenants who meet certain income requirements.

On the day of the conversion election, to qualify:

- As elderly, a tenant must be at least 62 years old.
- As disabled, a tenant must have a medically determinable physical impairment, including blindness, which limits 75% of the tenant's ability to move about, to assist him- or herself, or to engage in an occupation.

The Conversion and Sales Office may request a tenant to provide medical documentation of the physical disability; however, a tenant must be given at least 30 days to provide any requested documentation. In addition, to qualify an elderly or disabled tenant must meet certain income restrictions. Under the Conversion and Sales Act (as amended), an elderly or disabled tenant's annual household income must be less than a designated percentage of the area median income for an average household in the Washington-Arlington-Alexandria Metropolitan area as determined each year by the U.S. Department of Housing and Urban Development. At this printing, an elderly or disabled tenant must have an annual income of under \$40,000 to qualify for this protection. For the most recent information on qualifying as a low-income elderly or disabled tenant, contact the Condominium and Cooperative Conversion and Sales Office at (202) 442-4477.

A qualifying elderly or disabled tenant can waive his or her right to remain a tenant after a conversion, however, if the tenant wishes to participate in the conversion election. To become eligible to vote in the conversion election, a tenant must send a written notice to the Conversion and Sales Office stating that he or she waives the right to remain a tenant if the property is converted.

An owner may still evict a protected elderly or disabled tenant on the grounds of failure to pay rent, conviction of an illegal act on the premises, or violation of the lease terms, but only after the tenant has been allowed 30 days to correct the violation.

## H. Relocation Assistance

The owner is required to provide relocation payments to tenants displaced by condominium or cooperative conversion. The owner is required to provide relocation assistance up to \$500 to each tenant who does not purchase an apartment or share or enter into a lease or lease option of at least 5 years duration. The owner is required to pay only if the tenant provides a relocation expense receipt or a written estimate from a moving company or other relocation service. Regardless of the amount of the receipt or written estimate, the owner is required to pay at least \$125 but is not required to pay more than \$500 to the tenant.

The 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.

Housing assistance payments are also available from the city for tenants displaced by condominium or cooperative conversion. The city will provide low income families a lump sum payment to cover increased housing costs. For further information call the Conversion and Sales Office at (202) 442-4477.

## 14.0 How to Buy Your Building

What are your rights if your landlord plans to sell, demolish or discontinue the housing use for your apartment building? The Rental Housing Conversion and Sale Act gives tenants purchase rights that can help you purchase your apartment building.

A number of D.C. tenants and tenant organizations have taken advantage of this right and purchased their buildings. Some have joined with outside developers; others have purchased by themselves. Other tenants and tenant organizations have used this right as a negotiating tool for improving building conditions or controlling rents if an outside investor buys the building. Tenants can use their right to purchase to receive a payment from a third-party for assignment of the purchase right or a payment from the landlord in exchange for moving. Tenants should consult with an attorney before signing any related agreements.

### A. Why Buy Your Building?

When the owner plans to discontinue housing use or to demolish the building, tenants are forced to move out. A tenant purchase allows the tenants to continue living in the building.

When the owner sells the building to an outsider, rents might increase or the building might be converted to a condominium or cooperative at higher prices. By purchasing the building, tenants are often able to keep the rent lower, and if they choose to convert the building to a condominium or cooperative, they are often able to become homeowners at affordable prices.

In addition, when tenants own their building (either by themselves or together with a developer), they control

the decisions on how to run the building, which includes input on which management company to hire.

The process of purchasing a building is very complex. This section gives an overview of the most important legal requirements. There are many other issues involved. To get help understanding these other issues, contact one of the organizations listed at the end of this section.

### B. The Offer of Sale

Before the owner can sell to another party, demolish or discontinue the housing use, the owner must provide each tenant with an offer of sale that includes the following:

1. a statement of the asking price and terms;
2. a statement of the tenants' rights and sources of technical assistance;
3. a statement as to whether the owner has a contract to sell the building to another person or group (a third party contract) and;
4. a statement that the owner shall make available a floor plan, a list of operating expenses, utility consumption rates, expenditures for the past two calendar years, the most recent rent roll, a list of tenants, and list of vacant apartments.

The tenants should request copies of the third party contract and access to the financial information and floor plans. The buyer must provide these within 7 days of the tenants' request.

### C. The Purchase Process

Once tenants receive a notice of intent to sell, the tenant purchase law describes the steps in the purchase process and the time period in which each step must be achieved. The purchase of a rental building by the tenants is a three-stage process. First, the tenants must register their interest in purchasing. Second, there is a negotiation period during which the parties negotiate the price and terms of the contract. Third, after the contract is signed, there is a time period before settlement during which the tenants look for financing and arrangements are made for the settlement date. (The "settlement" date or "closing" date is the day on which money and title to the property are exchanged.) The timing and requirement for each stage of the process depend on how large the building is: whether it has one apartment, 2 to 4 apartments, or 5 or more apartments.

#### 1. First Stage: Registration

- **Buildings with 5 or more apartments.** The tenants cannot purchase unless they are organized into an incorporated association. (See the section On Incorporating a Tenant

Organization.) The tenant organization must represent a majority of the households in the building. When determining if the association represents a majority, do not count people who have worked for the owner in the last 120 days or who have lived in the building less than 90 days. If you do not already have a tenant organization, you have 45 days from the date of the offer of sale to organize and incorporate one, and deliver (by hand or mail) an application of registration to the owner and the Conversion and Sales Office of the D.C. Department of Consumer and Regulatory Affairs (referred to as the "Conversion and Sales Office" throughout this guide). If you already have a tenant organization at the time you receive the offer of sale, you must deliver your application of registration to the owner and the Conversion and Sale Branch within 30 days after receiving the offer. The application of registration is available at the Conversion and Sales Office, 941 North Capitol Street, NE, (202) 442-4477.

- **Buildings with one rental apartment.** You have 30 days to give the owner and the Conversion and Sales Office a written statement of interest in purchasing.
- **Buildings with 2 to 4 apartments.** A group of tenants acting together have 15 days to provide the owner and the Conversion and Sales Office with a written statement of interest. The tenants do not need to formally organize a tenants association. If the tenants acting together have failed to submit a written statement of interest in that 15 day period, an individual tenant then has 7 days to provide a statement of interest to the owner and the Conversion and Sale Office. 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.

## 2. Second Stage: Negotiation of Contract

Once you've registered your interest in purchasing, the next step is to negotiate a contract with the owner. The minimum periods for the negotiation of a contract are as follows:

- Buildings with 5 or more apartments: 120 days
- Buildings with 2 to 4 apartments: 90 days for the tenant group, and if the group does not negotiate a contract during this time, the owner must give individual tenants an additional 30 days; and
- Single family dwellings: 60 days.

The negotiation period will be extended one day for every day the owner fails to hand over required information.

The negotiation period is extended by 15 days if the owner enters into a purchase contract with a third party before or during the negotiation period.

Tenants and owner are required to bargain in good faith. The law does not define good faith, but it does list examples of bargaining without good faith. The owner is not bargaining in good faith if:

1. the owner offers to sell to a third party at a price lower (10% or more) than the price which the owner offered to the tenants.
2. the owner requires the tenants to prove financial ability to purchase before entering into a contract.

It is customary for purchasers to pay sellers a deposit upon signing the contract for sale. The owner cannot require a deposit that is more than 5% of the agreed purchase price. If the tenants fail to purchase after making good faith efforts, the owner must return the entire deposit. There are several organizations that will loan tenants associations the money necessary to make the good faith deposit. Many of the organizations listed at the end of this section can help you obtain such a loan.

## 3. Third Stage: Settlement Period

Once you have signed a purchase contract, the next step is to get a loan or other financing and to actually purchase the building. The minimum time periods before settlement are:

- Buildings with 5 or more apartments: 120 days in general; but 180 days if the tenant organization's purpose is to convert the building to a limited equity cooperative. These time periods will be extended to 240 days if the lender says it will act on tenants' application within that extended time.
- Buildings with 2 to 4 apartments: 90 days, which can be extended to 120 days with a letter from a lender stating that it will make a decision within that additional time.
- Single family dwellings: 60 days, which can be extended to 90 days with a letter from a lender stating that it will make a decision within that additional time.

## D. The Right of First Refusal

In addition to the first right to purchase, tenants also have what's called a right of first refusal. That means they have the right to match any contract for sale between the owner and someone else. The law gives the tenants 15 days to match the contract. If the owner gives the tenants the contract during or before the negotiation period discussed above, the fifteen days is added to the negotiation period. If the tenants receive the contract after their rights have expired, for example because they did not register their interest in purchasing or they did not sign a contract, they will only have 15 days to respond.

## E. The Start Over Period

If the owner does not enter into a contract for sale with anyone after a specified period of days after the offer is made to the tenants, the owner must start over. This means the owner must offer the building to the tenants again and comply with the time periods. The time periods after which the owner must start over are:

Buildings with 5 or more apartments: 360 days  
Buildings with 24 apartments: 240 days; and  
Single family dwellings: 180 days.

## F. Assignments and Partners

Instead of purchasing the building themselves, tenants can exercise their rights in partnership with other groups or they can sell their rights to other groups. A partnership might make sense if the tenants want to purchase the building but are having trouble managing the process or finding the money. Possible partners include nonprofit organizations, private developers, or the government. If the tenants don't want to purchase the building, they may want to consider assigning or selling their right to purchase to a private party or a federal or district government agency. The tenants' rights to purchase are very valuable, and can be used to negotiate better building conditions, limits on rent increases, or other benefits.

## G. Waiver of Rights

A tenant cannot waive right to receive the offer of sale. That means the owner must give you the offer of sale even if you agreed that he would not have to give you the offer if he decided to sell the building. Also, owners cannot require tenants to waive other rights under the Act, in a lease or otherwise, although it is possible for tenants and owners to bargain over these rights.

## H. The Homestead Program

The Homestead Housing Preservation Act of 1986 provides an opportunity for tenants to purchase abandoned buildings at the price of \$250 per dwelling apartment. The program will give preference to purchase by low income tenants and low income tenant organizations.

The tenants in the Homestead Program may get a loan of up to \$10,000 per apartment. In exchange, tenants in the program must agree to participate in the Technical Training Program, improve the property to meet the Building Code, and agree not to sell, lease or put liens on the building for 5 years.

The Homestead Program is administered by the D.C. Department of Housing and Community Development (DHCD). For more information on the Homestead Program, tenants may call DHCD at (202) 442-7200.

## I. Getting Assistance

The purchase of an apartment building is a complicated process. There are strict deadlines and special procedures that vary depending on the number of apartments in the building. It is important to get assistance so that you fully understand your rights and the procedures you must follow.

A good starting place is the Conversion and Sales Office (202) 442-4477, which can assist you in organizing your tenant organization and direct you to legal, financial, and technical assistance. The following organizations provide organizing, financial planning and/or legal help to low to moderate income tenants.

1. **CARECEN**, 1459 Columbia Rd. NW, Washington D.C., 20009, (202) 328-9799 (organizing and planning);
2. **Development Corporation of Columbia Heights**, 3419 14<sup>th</sup> Street, NW, Washington, D.C. 20010, (202) 483-4986 (development assistance);
2. **Eisen & Rome**, One Thomas Circle NW, Suite 350, Washington, D.C. 20005, (202) 659-2822 (legal);
3. **Harrison Institute for Public Law**, 111 F Street, NW, Suite 102, Washington. D.C. 20001, (202) 662-9600 (legal);
4. **Latino Economic Development Corporation**, 2316 18th Street, NW, Washington, D.C. 20009, (202) 588-5102 (organizing, financial and development assistance);
5. **Marshall Heights Community Development Corporation**, 3939 Benning Road, NE, Washington, D.C. 20019, (202) 396-1200 (organizing, planning, development assistance);
6. **Manna, Inc.**, 828 Everts Street, NE, Washington, D.C. 20018, (202) 832-1845 (development assistance);
7. **One D.C.**, 614 S Street, NW, Rear Carriage House, Washington, D.C. 20001, (202) 232-2915 (organizing);
8. **New Columbia Community Land Trust**, 1419 V Street, NW, Washington, D.C. 20009, (202) 986-9225 (development assistance);
9. **University Legal Services**, 2200 I Street, NE, 2nd Floor, Washington, D.C. 20002, (202) 547-4747 (development assistance);
10. **Washington Inner City Self Help**. 1419 V Street, NW, Washington, D.C. 20009, (202) 332-8800 (organizing).

## 15.0 Forming a Tenant Organization

### A. Steps to Form a Tenant Association

In order to protect your rights it is often very helpful, if not necessary, to form a tenant organization. By acting collectively, tenants are often in a better position to force the owner to make repairs, to ask for a receiver, to challenge illegal rent increases, and to purchase the building. Organizing is hard work that requires the time and energy of many people. The following are some things you can do to form and strengthen your group:

- **Hold regular meetings:** An effective tenant organization is active. Hold frequent meetings to discuss the building condition, needed improvements, and the services you want. Meetings can be held monthly or more frequently depending on the needs of your organization. Always keep written minutes of the meetings, particularly of the decisions you make.
- **Adopt Bylaws:** Bylaws are rules for making decisions, electing officers, and running the business of the association. Bylaws ensure that everyone understands the rules and enables a tenant organization to operate democratically and fairly.
- **Distribute a regular newsletter:** Generally, your negotiating position is strengthened by the number of residents involved in your tenant organization. A regular newsletter is a good way to get all tenants involved and keep them aware of what is happening in your tenant group.
- **Be unified:** Do not meet with your landlord until you have reached an agreement within your organization. Nothing weakens your bargaining position more than showing your landlord that the tenant organization does not know what it wants. Hold several tenant organization meetings and discuss exactly what you want from the landlord before confronting him or her.
- **Meet with your landlord and be specific about what you want:** Hold meetings with your landlord to discuss the condition of your building. Be as specific as possible about the existing problems and the remedies you want. Establishing a relationship with your landlord may help resolve the problems in the building. It may also help the tenant organization avoid taking legal action against the landlord.
- **Seek legal counsel, if necessary:** If your association is in an unfair bargaining position a lawyer may be helpful, especially if you cannot effectively negotiate with the landlord without taking legal action. A lawyer will be able to outline legal choices, negotiation strategies, and legal action.
- **Be realistic in your expectation:** In order to get concessions on your requests, you must be willing to bargain on certain issues. Tenants may have to pay more rent or give up some services to get other desired services. If your aim is to get your landlord to correct substantial violations of the D.C. Housing Code, then no additional rent should be charged. Seek legal counsel if possible.

The Tenant Right to Organize Act (TRO Act) affirms the rights of all tenants residing in rental units in the District to hold meetings, assist each other in interactions with landlords, and form a tenant organization. Tenants can also engage the help of a tenant organizer to work on their behalf. A tenant organizer assists tenants in forming and running a tenant organization. (See "Forming a Tenant Organization" subsection in the Agencies and Information section for a list of area groups that can provide a tenant organizer) A tenant organizer cannot work for a landlord or property manager. A landlord cannot interfere with a tenant or tenant organizer engaging in any of the following activities:

- Distributing literature about a tenant organization in lobbies and other common areas;
- Placing literature about a tenant organization under individual unit doors;
- Posting information about a tenant organization on bulletin boards;
- Helping tenants participate in tenant organization activities;
- Holding tenant organization meetings in individual units, lobbies, or common areas;
- Responding to landlord petitions for rent increases or conversion.

A landlord who violates the TRO act can face high financial penalties and can lose the right to implement future rent increases.

## 16.0 Incorporating a Tenant Organization

### A. Why Incorporate

Generally, a tenant organization need not incorporate in order to accomplish its goals. Sometimes, however, it is important to incorporate. For example, if you receive a notice from your landlord that your building is for sale, you must incorporate your tenant organization in order to negotiate for purchase of the building. (See the section on Buying Your Building.)

### B. What Does Incorporation Mean

Incorporation of a tenant organization establishes a formal structure to represent the tenants. Buying a building is a business venture, and the business world finds it easier to deal with corporations rather than a large number of loosely connected people.

## B. Tenant Right to Organize Act



## C. How Do You Incorporate?

Incorporating is a simple process which you can do on your own by filing articles of incorporation with the Corporations Division of DCRA at 941 North Capitol Street NE, Room 9500. Form documents and instructions for filing are available from DCRA at that address or on their website, [www.dkra.dc.gov](http://www.dkra.dc.gov). Although incorporating is relatively simple, it is always preferable to speak to a lawyer or tenant organizer before you incorporate in order to get advice on bylaws, taxes, purchase of the building, and ownership forms (such as those for condominiums or cooperatives).

## D. Bylaws

Bylaws are an internal document that states your tenant organization's rules for membership, meetings, quorums, and elections of directors and officers, etc. They are not filed with the Corporation Division—rather you should keep the bylaws in a file with other important documents for your organization. Bylaws should be prepared before you file your articles of incorporation so that your organization will have rules for operating.

## E. Sample Articles and Bylaws

Examples of articles and bylaws that other tenant organizations have used are available from most of the organizations listed in the Agencies and Information section of this guide.

# 17. Homeownership Programs

There are many different forms of homeownership—through holding a share in a housing cooperative, buying your unit as a condominium, or purchasing a single-family house. Regardless of the path to becoming a homeowner, a home is one of the largest financial investments most people will ever make. You should carefully assess your finances and thoroughly understand the risks and benefits of homeownership before embarking on this path.

There are many programs that offer financial education, counseling and assistance to potential homebuyers in the District. The D.C. Housing Finance Agency (HFA) operates the Home Resource Center, which distributes free information on homeownership and offers mortgage pre-qualification consultations. HFA also offers several free homebuyers workshops each week. For more information on resources and programs offered through HFA, contact the HFA main information number at (202) 777-1600.

In addition to financial counseling, HFA also administers the D.C. Bond Program. This program provides low-interest mortgage loans to first-time homebuyers at below market rates. Potential homebuyers can apply for these loans through several participating area lenders. For more information on the D.C. Bond Program, contact HFA's Home Resource Center at (202) 777-HOME (4663).

The Department of Housing and Community Development (DHCD) administers interest-free and low-interest loans to assist in financing home purchases for District residents. Contact DHCD at (202) 442-7200 or [www.dhcd.dc.gov](http://www.dhcd.dc.gov) for more information and applications for the following homebuyer financial assistance programs:

- **Home Purchase Assistance Program (HPAP):** The Home Purchase Assistance program provides interest-free and low-interest loans to assist in the purchase of single-family homes, condominiums, or cooperative apartments. D.C. residents who meet certain income qualifications are eligible for loans to meet down payment and closing cost requirements.
- **D.C. Employer Assisted Housing Program (EAHP):** The D.C. Employer Assisted Housing program provides grants and deferred loans of up to \$11,500 to employees of the D.C. government who are first-time homebuyers in the District.
- **D.C. Metropolitan Police Housing Assistance Program:** The D.C. Metropolitan Police Housing Assistance program provides up to \$10,000 in deferred loans for down payment and closing cost assistance to first-time homebuyers who are also members of the Metropolitan Police Department. The program also provides income and property tax credits.
- **Homestead Housing Preservation Program:** The Homestead Housing Preservation program enables first-time homebuyers to purchase tax delinquent and foreclosure properties for as little as \$250 per unit. In exchange, the homebuyer must complete a homeownership training course, rehabilitate the property, reside in the property for a minimum of five years, and return it to the real property tax rolls. Low and moderate-income participants receive a \$10,000 deferred mortgage to assist with financing.
- **Single Family Residential Rehabilitation Program:** The Single Family Residential Rehabilitation Program provides low-interest loans to rehabilitate single family, owner-occupied residential housing that is located in a Community Development Area or Enterprise Community. Loan amounts are determined by the financial circumstances of the borrower and the amount of rehabilitation required to correct code deficiencies in the property.
- **First Right Purchase Assistance Program:** The First Right Purchase program provides short-term and permanent financing loans to qualifying tenant groups to exercise their rights under the District's Tenant Opportunity to Purchase law. These loans may be converted to or used to provide permanent financing, and can be used for earnest money deposits, actual purchase of property, initial operating costs, or for "soft

costs” such as legal, architectural, engineering, and other technical services related to the purchase and rehabilitation of a property.

## 18. Agencies and Information

### A. District Government Regulatory Agencies

#### **Housing Customer Service Center, Rental Accommodations And Conversion Division (RACD), Department of Consumer and Regulatory Affairs**

(202) 442-4477; 941 North Capitol Street, NE, Suite 7100

Hours: Walk-ins, 8:30 a.m.-3:30 p.m.

File tenant petitions related to improper rent increases, housing code violations, decreases in services, retaliatory actions, illegal evictions, security deposit problems, etc. Examine landlord registration forms, occupancy and license permit numbers, owners (and other buildings they own), services, rents and sizes of all apartments, operating expenses and profit, etc. Examine and oppose landlord hardship, substantial rehabilitation, or petitions related to capital improvement.

#### **Corporations Division, Department of Consumer And Regulatory Affairs**

(202) 442-4400; 941 North Capitol Street, NE, Room 9500

[www.dkra.dc.gov](http://www.dkra.dc.gov)

Hours: 8:30a.m.-3:30p.m.

Incorporate your tenant organization. If the current owner of your building is a corporation, you can obtain corporation information including the names and addresses of corporate officers.

#### **Office of the Tenant Advocate**

(202) 442-8359; 941 North Capitol Street, NE, Suite 9500

Provides information and resources for tenants on a variety of issues. Offers assistance in forming a tenant organization.

#### **Housing Management Administration**

(202) 535-1044; 1133 North Capitol Street, NE, Suite 150

Hours: 8:15a.m.-4:45p.m.

Obtain maintenance help for public housing projects.

#### **D.C. Housing Authority**

(202) 535-1000; 1133 North Capitol Street, NE, 1<sup>st</sup> Floor

Hours: Walk-ins, Tuesday or Thursday, 8:30a.m. – 3:30p.m.; Calls accepted Monday – Friday, 8:15a.m. – 4:45p.m.

[www.dchousing.org](http://www.dchousing.org)

Obtain general help and information related to public and subsidized housing.

#### **Office of Zoning**

(202) 727-6311; 441 4<sup>th</sup> Street, NW, Suite 210 South

[www.dcoz.dc.gov](http://www.dcoz.dc.gov)

Hours: 8:30a.m.-5p.m.

Find out how a property is zoned or if an owner has a certification of eligibility permitting condominium conversions. You can also protest a certification of eligibility.

#### **Condominium and Cooperative Conversion and Sales Office**

(202) 442-4477; 941 North Capitol Street, NE, Room 7100

Hours: Walk-ins, 8:30a.m.-3:30p.m.; Calls accepted, 8:30a.m. – 4:30p.m.

Administers the law that requires owners of residential properties to give tenants the first right of purchase when an owner decides to sell. Oversees the establishment of all cooperatives and condominiums in the District.

#### **Office & Tax Revenue—Real Property Division**

(202) 727-4829; 941 North Capitol Street, NE, Room 110

Hours: 8:15 a.m.-4:30 p.m.

[www.cfo.dc.gov](http://www.cfo.dc.gov)

Obtain the assessed value of a building.

#### **D.C. Office of Human Rights—Fair Housing Division**

(202) 727-4559; 441 4th Street, NW, Suite 570 North

[www.ohr.dc.gov](http://www.ohr.dc.gov)

Hours: 8:30a.m.-5:00p.m.

File a complaint against a landlord for housing discrimination or complain about discrimination on the basis of race, religion, nationality, age, sex, marital status, source of income, presence of children, etc. The booklet entitled "Human Rights Act of 1977" is available in this office.

#### **Department of Housing & Community Development (DHCD) Home Purchase Assistance Program**

(202) 442-7200; 801 North Capitol Street, NE, Suite 6000

[www.dhcd.dc.gov](http://www.dhcd.dc.gov)

Hours: 8:15a.m.-4:45p.m.

Provides second mortgages to single family home purchasers and administers the HOMESTEAD program. DHCD has other programs for rehabilitation of single family homes.

#### **D.C. Housing Finance Agency**

(202) 777-1600 (General information); (202) 777-HOME (Questions on homeownership); (202) 777-1644 (Schedule a homeownership workshop)

815 Florida Avenue, NW

[www.dchfa.org](http://www.dchfa.org)

Hours: 9a.m.-5p.m.

Provides free credit and budget counseling and workshops to potential homebuyers in the District. Also administers the D.C. Bond Program, which offers low-interest mortgage loans for first-time homebuyers in the District.

## B. Inspectors

### Residential Housing Inspection Administration (Regulatory Agency at DCRA)

(202) 442-4400; 941 North Capitol Street, NE, Room 7100

[www.dkra.dc.gov/services/inspections/index.shtm](http://www.dkra.dc.gov/services/inspections/index.shtm)

Hours: Walk-ins, 8:30 a.m.-3:30 p.m.; Calls accepted, 8:30a.m.-4:30p.m.

Contact the Housing Inspection Section to request housing inspections and to obtain a copy of Housing Regulations and Housing Code.

### U.S. Post Office (Inspection Branch)

(202) 636-1330; 900 Brentwood Road, NE, Room 2175; P.O. Box 96096-6096 Washington, D.C. 20066-6096

Hours: 8:15a.m.-4:45p.m.

Report stolen mail, insecure boxes, and mail crimes to this office. To report mail fraud, call 1-800-372-8347.

### Fire Prevention Division

(202) 727-1614; 441 4<sup>th</sup> Street, NW

[www.fems.dc.gov](http://www.fems.dc.gov)

Hours: 8:15a.m.-4:45p.m.

Request fire safety inspections for common areas of multiple occupancy buildings. For inspections of individual units, call (202) 673-3331.

### D.C. Department of Health, Environmental Health Administration Lead Based Paint Management

(202) 535-1934; 51 N Street, NE, 3rd Floor  
D.C. Lead Hotline: (202) 535-2637

[www.doh.dc.gov](http://www.doh.dc.gov)

Request lead-based paint inspections.

## C. Evictions

### Clerk, Landlord & Tenant Court

(202) 879-1152 (recording) (202) 879-4879; Court Building B, 510 4<sup>th</sup> Street, NW, Room 110

Hours: Monday-Friday, 8:30a.m.-5p.m.; Saturday, 9a.m.-12p.m. (for emergency and individual filings). Call for detailed message on appropriate hours.

[www.dccourts.gov/dccourts/superior/civil/landlord\\_tenant.jsp](http://www.dccourts.gov/dccourts/superior/civil/landlord_tenant.jsp)

Find out if a summons for possession (eviction) has been issued or if a judgment has been made against a tenant.

### Rental Accommodations And Conversion Division (RACD) (Eviction Section)

(202) 442-4477; 941 North Capitol Street, Suite 7100

Hours: 8:30a.m.-3:30p.m.

Check if a notice to vacate is legal and get a non-compliance letter sent to a landlord for illegal notice.

### U.S. Marshal's Service, D.C. Superior Court

(202) 616-8631; 500 Indiana Avenue, NW, Room C-250

Hours: 9a.m.-4:30p.m.

Inquire whether a tenant has been scheduled for an eviction (must come in person).

## D. Emergency Shelters

### D.C. Government Family Resource Center

(202) 724-3932 or (202) 863-1370, 25 M Street, SW, for families only; Madison Emergency Shelter, 651 10th street, NE, (202) 547-2600, for women, no children; CCNV, 425 2nd Street, NW, (202) 393-1909, for single adults; or, the Shelter Hotline, (202) 399-7093.

Hours: Varied- Inquire within.

Obtain temporary housing for evicted low income families and individuals.

### Jubilee Housing

(202) 299-1240; 2482 Ontario Road, NW

Hours: Monday-Friday, 9a.m.-5p.m.

[www.jubileehousing.org](http://www.jubileehousing.org)

A faith-based nonprofit that provides affordable housing and supportive services to low-income families in Adams Morgan and surrounding neighborhoods.

## E. Legal Services for Individual Tenants

For free legal help to low-income tenants.

(The eligibility criteria follow each address)

### Archdiocesan Legal Network

(202) 772-4324; 924 G Street, NW

[http://www.catholiccharitiesdc.org/center/spec\\_services/arch\\_legal.html](http://www.catholiccharitiesdc.org/center/spec_services/arch_legal.html)

Hours: 9a.m.-5p.m.

Provides pro bono legal assistance to low income individuals and families.

### Ayuda/Latino Project

(Spanish Speaking) (202) 387-4848; 1707 Kalorama Road, NW

Hours: Immigration assistance Mondays and Thursdays 9a.m.-11a.m.

[www.ayudainc.org](http://www.ayudainc.org)

Provides assistance related to immigration and domestic violence. No landlord/tenant services are available. Consultation fee is \$15.

### **Neighborhood Legal Services**

(202) 682-2700; 701 4th Street, NW

Hours: 9a.m.-5p.m.

[www.nlsp.org](http://www.nlsp.org)

[www.lawhelp.org/dc](http://www.lawhelp.org/dc)

Provides a full range of civil legal services. The main office will refer the case to a local office based on the zip code. Call for income eligibility.

### **D.C. Law Students in Court**

(202) 638-4798; 806 7<sup>th</sup> Street, NW, Suite 300

Hours: 10 a.m.-2p.m.

Inquire about the income criteria for these services.

### **D.C. School of Law - Housing Clinic**

(202) 274-5120; 4200 Connecticut Avenue, NW, Building 38, 2nd Floor

Hours: 9a.m.-5:30p.m.

The D.C. School of Law may or may not use Section 8 guidelines. Income for 1 person must be less than \$119.71/week, for 2 people less than \$161/week and for 3 people less than \$203/week.

### **Catholic University- Columbus Community Law Services**

(202) 319-6788; 3602 John McCormack Road, NE Hours: 9a.m.-5p.m.

In order to use these services, annual income for 1 person must be under \$17,720; for each dependent, add \$6,140/year.

### **Landlord Tenant Resource Center**

(202) 508-1710; 510 4<sup>th</sup> Street, NW, Court Building B, Room 115

Hours: 9:15a.m.-12p.m.

Volunteer attorneys provide free legal information to both unrepresented landlords and tenants who have residential housing disputes in the District of Columbia.

### **Legal Counsel For The Elderly**

(202) 434-2170; 601 E Street, NW, Building A, 4th Floor

Hours: Legal hotline open from 9:30a.m.-5:30p.m.

[www.aarp.org/states/dc/dc-lce/](http://www.aarp.org/states/dc/dc-lce/)

Generally for tenants over 60 years of age; however, handles disability cases for tenants over 55 years of age. Provides over-the-phone advice. Inquire about income criteria needed for legal services.

### **Legal Aid Society**

(202) 628-1161 (intakes); 666 11th Street, NW, Room 800

[www.legalaiddc.org](http://www.legalaiddc.org)

Hours: Mondays, 9a.m.-7p.m.; Tuesdays 9a.m.-3p.m.; Thursdays 9a.m.-3p.m.

Income must be under \$19,140 for individuals plus \$6,800 per dependent. Handles landlord-tenant, family law, and public benefit cases.

### **Washington Legal Clinic For The Homeless**

(202) 328-5500; 1200 U Street, NW

[www.legalclinic.org](http://www.legalclinic.org)

Hours: No walk-ins; call for intake sites and hours or visit website

Inquire about the income criteria for these services, which are generally for homeless or those at risk of becoming homeless.

## **F. Legal Services For Tenant Organizations**

### **The Harrison Institute for Public Law**

(202) 662-9600; 111 F Street, NW, Room 102

<http://www.law.georgetown.edu/clinics/hi/housing.html>

Hours: 9a.m.-5p.m.

Provides representation for tenant organizations, cooperative and condominium associations, and community organizations. The Institute is a nonprofit service of Georgetown University Law Center and charges fees only to cover its costs.

### **D.C. Bar Pro Bono Program, Community Economic Development Project**

(202) 737-4700, ext. 369 1250 H Street NW, Sixth Floor

[www.dcbar.org/for\\_the\\_public/programs\\_and\\_services/ced\\_project/index.cfm](http://www.dcbar.org/for_the_public/programs_and_services/ced_project/index.cfm)

Helps tenants associations obtain pro bono counsel to assist them in efforts to purchase buildings.

### **D.C. Tenants Advocacy Coalition (TENAC)**

(202) 628-3688; [tenacdc@yahoo.com](mailto:tenacdc@yahoo.com)

[www.tenac.org](http://www.tenac.org)

Prepares legislative proposals on behalf of tenants and provides legal information for individual tenants and tenant organizations. Hotline answers landlord/tenant, rent control, and evictions questions. Also assists in forming tenant organizations.

## **G. Legal Services For Those Who Do Not Qualify For Free Legal Help**

Referrals to compensated attorneys are available from the following organizations

### **D.C. Bar Lawyer Helpline Service**

(202) 626-3499

[www.lawhelp.org/dc](http://www.lawhelp.org/dc)

Reduced fee legal services may be available.

### **D.C. Bar Association**

(202) 737-4700

[www.dcbar.org](http://www.dcbar.org)

### **Eisen & Rome**

(202) 659-2822; One Thomas Circle NW, Suite 850

Provides legal services for a fee.

### **Carol Blumenthal, Blumenthal & Shanley**

(202) 332-5279; 1700 17<sup>th</sup> Street, NW, Suite 301

Provides legal services for a fee.

### **The Harrison Institute for Public Law**

(202) 662-9600; 111 F Street, NW, Suite 102

See above description.

## **H. Forming a Tenant Organization**

The following groups can help tenant form a tenant organization

### **CARECEN**

(202) 328-9799; 1459 Columbia Road, NW

[www.carecencdc.org](http://www.carecencdc.org)

Offers technical assistance and education to Latino renters to form or strengthen tenant organizations and to solve their own housing problems. Bilingual assistance.

### **Gray Panthers of Metro Washington**

(202) 737-6637; 1612 K Street, NW, Suite 300

[www.graypanthers.org](http://www.graypanthers.org)

Demonstrates against laws that are unpopular with the community. They must be contacted about the specific law and are active on many issues along with housing issues.

### **Latino Economic Development Corporation, Inc.**

(202) 588-5102; 2316 18th Street, NW

[www.ledcdc.org](http://www.ledcdc.org)

Hours: 9a.m.-5:30p.m.

Assists tenants in addressing building conditions, tenant purchase, conversion to cooperative, and organization.

### **One D.C.**

(202) 232-2915; 614 S Street, NW, Rear Carriage House

[www.onedconline.org](http://www.onedconline.org)

Assists tenants in organizing, tenant purchase, and cooperative conversion.

### **University Legal Services**

(202) 547-4747; 2200 I Street, NE, 2<sup>nd</sup> Floor

Assists tenants and tenant organizations in buildings that are being sold.

### **Washington Inner City Self Help**

(202) 332-8800; 1419 V Street, NW

Assists tenants in organizing.

## **I. Affordable Housing Developers**

### **Community Preservation and Development Corporation**

(202) 895-8900; 5513 Connecticut Avenue NW, Suite 250

[www.cpdc.org](http://www.cpdc.org)

Develops affordable housing.

### **Development Corporation of Columbia Heights**

(202) 483-4986; 3419 14<sup>th</sup> Street NW

[www.dcch.org](http://www.dcch.org)

Preserves and develops affordable housing in Columbia Heights.

### **East of the River CDC**

(202) 561-4974; 3029 Martin Luther King, Jr. Avenue, SE, 3<sup>rd</sup> Floor

[www.ercdc.org](http://www.ercdc.org)

Develops affordable housing.

### **The Jair Lynch Companies**

(202) 462-1092; 1508 U Street, NW

[www.jairlynch.com](http://www.jairlynch.com)

Develops affordable housing.

### **Latino Economic Development Corporation, Inc.**

(202) 588-5102; 2316 18th Street, NW

[www.ledcdc.org](http://www.ledcdc.org)

Hours: 9a.m.-5:30p.m.

Provides organizing and development assistance to low-income tenants, especially in Spanish-speaking communities.

### **Manna, Inc.**

(202) 832-1845; 828 Everts Street, NE

[www.mannadc.org](http://www.mannadc.org)

Provides organizing and development assistance to low-income tenants.

### **Mi Casa, Inc.**

(202) 722-7423; 6230 3<sup>rd</sup> Street, NW, Suite 2

[www.micasa-inc.org](http://www.micasa-inc.org)

Provides organizing and development assistance to low-income tenants, especially Spanish-speaking communities.

### **The National Housing Trust/Enterprise Preservation Corporation**

(202) 333-8931, 1101 30th St. NW, Suite 400, Washington, D.C., 20007

Helps tenants preserve the affordability of buildings with rents that are subsidized through federal programs like project-based Section 8, Section 236, and Section 221(d)(3)

### **New Columbia Community Land Trust**

(202) 986-9225; 1419 V Street, NW

[www.cdsc.org/ncclt/home.html](http://www.cdsc.org/ncclt/home.html)

Provides organizing and development assistance to low-income tenants.

### **Victory Housing**

(301) 493-6000; 5430 Grosvenor Lane, Suite 210, Bethesda, MD 20814

[www.victoryhousing.org](http://www.victoryhousing.org)

Provides affordable housing and related social services to low and moderate-income senior citizens, families with children, and other with special needs.

### **Wheeler Creek Estates, CDC**

(202) 574-1508; 1130 Varney Street, SE

[www.wheelercc.org](http://www.wheelercc.org)

Provides affordable housing in Washington Highlands and surrounding neighborhoods.

## **J. Miscellaneous**

### **Small Claims Court**

(202) 879-1120; 510 4th Street NW, Room 120

[http://www.dccourts.gov/dccourts/superior/civil/small\\_claims.jsp](http://www.dccourts.gov/dccourts/superior/civil/small_claims.jsp)

Hours: Monday through Friday 8:30am - 4pm; Wednesday night 6:30pm - 8pm; Saturday morning 9a.m.-12p.m.

Individuals can sue any D.C. business for amounts in controversy up to \$5,000.

### **The Equal Rights Center**

(202) 234-3062; 11 DuPont Circle, NW, Suite 400

[www.equalrightscenter.org](http://www.equalrightscenter.org)

Hours: 9a.m.-5p.m.

Provides aid in making claims of housing discrimination.

### **Housing Counseling Services**

(202) 667-1939; 2410 17<sup>th</sup> Street, NW, Adams Alley

Hours: Monday-Friday 9a.m.-5p.m., Wednesday 9a.m.-8p.m.

Provides counseling, training, and advocacy for tenants, home owners, and homebuyers. (Spanish is spoken).

### **SOME (So Others Might Eat)**

(202) 797-8806; 71 O Street, NW

[www.some.org](http://www.some.org)

Hours: 8a.m.-4p.m.

Provides food programs, clothing and shower rooms, health services, addictions recovery, job training, transitional housing, and long-term housing. In addition, SOME provides services to the elderly and the mentally ill.

### **Robert Pierre Johnson Housing Development Corporation**

(703) 528-5606; 2666 Military Road, Arlington, VA 22207

[www.rpjhousing.org](http://www.rpjhousing.org)

Hours: 9a.m. - 5p.m.

Assists low income, first time homeowners with down payments. This organization also operates a transitional home and helps to rehabilitate homes. No emergency services for tenants are provided.

### **D.C. Energy Office**

(202) 673-6700; 2000 14<sup>th</sup> Street NW, Suite 300E

Energy Hotline: (202) 673-6750

[www.dceo.dc.gov](http://www.dceo.dc.gov)

Hours: 8:30a.m.-4:30p.m.

Provides a variety of assistance programs to help reduce utility bills and costs for low income and elderly individuals.

### **Legislative Services**

(202) 724-8050; John A. Wilson Building, 1350 Pennsylvania Avenue, NW,

[www.dccouncil.washington.dc.us](http://www.dccouncil.washington.dc.us)

Hours: 9a.m.-5:30p.m.

To order copies of laws concerning rent control, condominium conversions, security deposits, etc.

### **D.C. Public Service Commission**

(202) 626-5100; 1333 H Street, NW, Suite 200

[www.dcpssc.org](http://www.dcpssc.org)

Hours: 9am-5:30p.m.

Handles complaints about utility problems such as high bills, service cut offs, or bad service.

### **My Sister's Place**

(202) 529-5991; P.O. Box 29596, NE, Washington, D.C. 20017

Hours: 24 Hours, call before coming.

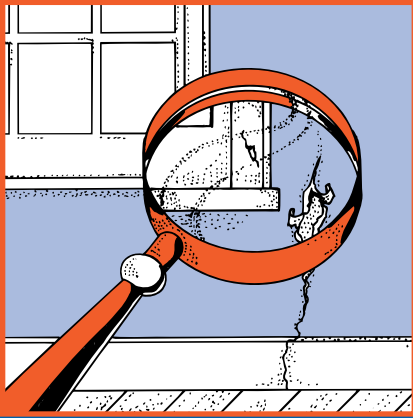
Provides assistance and shelter for battered women and their children.

### **Section 8 Rental Assistance**

(202) 535-1433; 1133 North Capitol Street, NE, Room 100

Hours: 8:15a.m.-4:45p.m.

Obtain rental assistance for low income persons.



# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.



# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

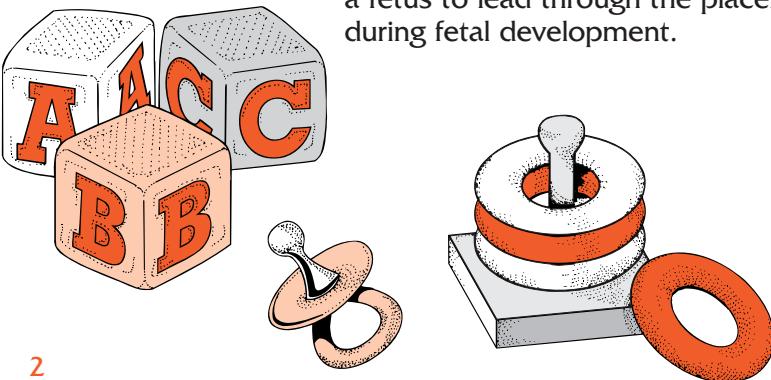
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

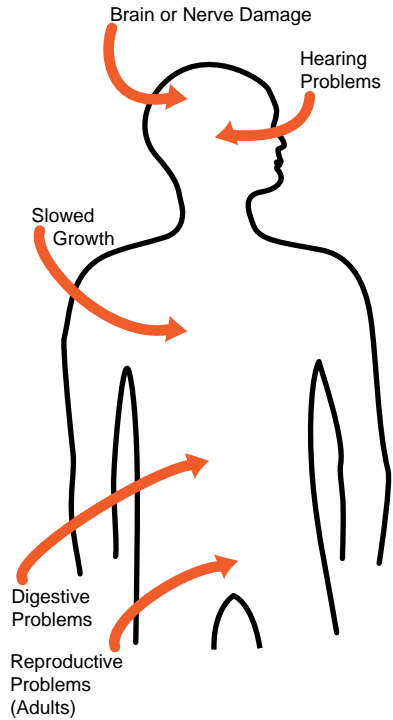
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

# Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

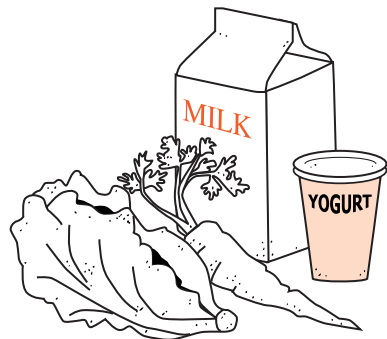
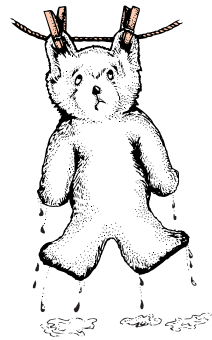
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



# Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.



# Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

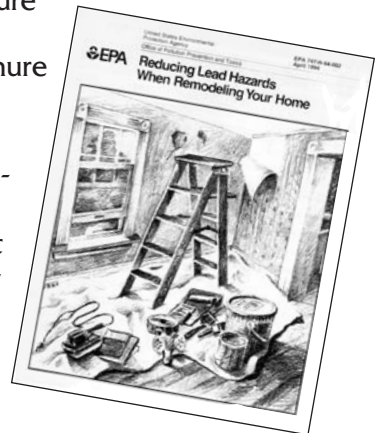
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

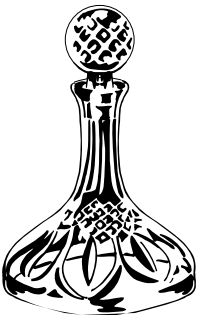
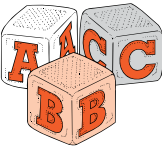
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

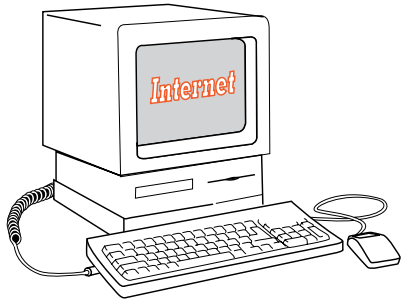


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

# Simple Steps To Protect Your Family From Lead Hazards

## If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**

Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.

