

OFFICE OF THE TENANT ADVOCATE



 PUTTING PEOPLE FIRST.



D.C. Renters' Rights 101

Presented by the D.C. Office of the Tenant Advocate

D.C. Office of the Tenant Advocate

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D.C. Renters' Rights 101

Established in 2005, the D.C. Office of the Tenant Advocate (OTA) is an independent District agency charged with providing legal, policy advocacy, and education and outreach services to District renters.

The purpose of “D.C. Renters’ Rights 101” is to provide first-time District renters with a brief overview of their rights and responsibilities. Future publications in this series will cover each main topic in greater detail.

Please do not hesitate to contact the OTA if you have a dispute with your landlord, or if you have any questions about your tenant rights and responsibilities.

**Identifying
& Verifying
Rental Unit**

**Applying for
Rental
Housing**

Disclosures

Leasing

Moving In

**Security
Deposits &
Rental
Receipts**

Rent Control

**Housing
Code &
Relocation
Assistance**

**Quiet
Enjoyment &
Protections
Against
Discrimination**

Moving Out

**Tenant Right
To Purchase**

Conversion

**Protections
Against
Retaliation
& Right to
Organize**

Evictions

D.C. Renters' Rights 101

Identify Unit

Determine personal requirements and preferences:

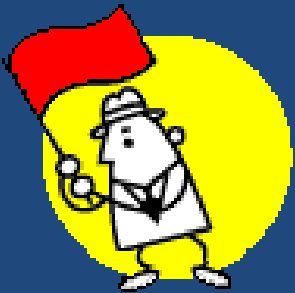
- Budget, location, amenities, type of property, size.

Carefully search using available resources:

- Websites, classified ads, signs on properties, word of mouth, university resources.

Beware of:

- Renting any property sight unseen;
- Listings and rents that sound too good to be true;
- Listings with antiquated/excessively formal language;
- Any request for electronic money transfers;
- Addresses that don't exist (use Google Maps); and
- Any demand for a security deposit in excess of one month's rent, which is unenforceable.



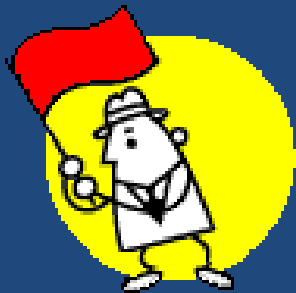
Verify Unit

All housing providers must:

- Possess a Basic Business License issued by the Department of Consumer and Regulatory Affairs (DCRA). Verify by visiting <http://pivs.dcra.dc.gov>;
- Possess a Certificate of Occupancy (except for a single-family dwelling) issued by the Department of Consumer and Regulatory Affairs (DCRA). Verify by visiting <http://pivs.dcra.dc.gov>; and
- Be registered with the Rental Accommodations Division (RAD) of the Department of Housing and Community Development (DHCD). Verify by calling (202) 442-9505.

OTA is available to help tenants navigate the verification process.

D.C. Code § 3502.05



The landlord must disclose to all rental applicants the rental unit's:

- Basic Business License Number;
- Rental Accommodations Division (RAD) Registration/Claim of Exemption Form;
- Certificate of Occupancy (except for a single-family dwelling); and
- Applicable rent for the prospective unit.

D.C. Code § 45-3502.22

Verify Unit



A housing provider's failure to be properly licensed or registered generally does not render a lease null, void, or unenforceable. The lease will likely remain binding on all parties.

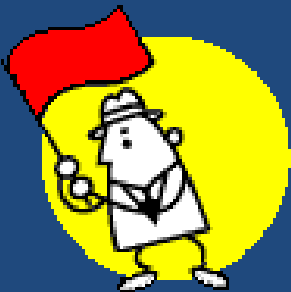
Application

The landlord may require personal information and payment of a nonrefundable fee:

- Credit and background checks can be intrusive, and may include: ID and Social Security number; rental history and landlord references; employer reference and/or paystubs; and any criminal record.
- However, there are limits to the credit and background check.

Co-signing provisions are permissible:

- Both co-signer and tenant are generally 100% liable for the lease.
- Also, co-signers may be prohibited, unless deliberately aimed at excluding students.



Holding Fees:

- Demand a receipt; and
- Confirm in writing that holding fee is refundable.

Touring the unit at time of application is not the same as a Walk-Through/Move-In Inspection at time of occupancy.

- Confirm that a model unit is not being shown.

Disclosures

If rent control applies, the landlord must also disclose to the rental applicant:

- Any pending tenant or housing provider petition(s) that may affect the rent for the rental unit;
- A copy of any housing code violation report issued by DCRA within the last 12 months, or for any other violations that remain unabated; and
- A pamphlet published by the Rent Administrator that explains the requirements for rent increases.

Disclosures

The landlord must also make additional disclosures to all new and existing tenants:

- Certain portions of housing regulations; and
- For rent control units, the last three (3) rent increases for the unit and the basis for each of those increases.

D.C. Code § 45-3502.22

14 D.C.M.R. § 300

Disclosures

Federal and District law requires lead safety disclosures:

- All rental applicants must receive Protect Your Family from Lead in Your Home, a pamphlet issued by EPA, HUD and the Consumer Product Safety Commission (CPSC); and
- All tenants must receive a Tenant Lead Rights form issued by the D.C. Department of the Environment (DDOE).

Federal Residential Lead-Based
Paint Hazard Reduction Act of 1992

D.C. Lead Hazard Prevention and
Elimination Act of 2008

Lease

The tenant-landlord relationship is established by a contract. Under this contract, or lease, the tenant and the landlord each have certain rights and certain obligations.

*Like other contracts, a lease may be written or oral.

- A written lease is not required to establish a tenancy. If there is one, the landlord must provide the tenant with a copy of the lease and all addendums.
- The landlord may not change the terms of the lease without the tenant's agreement.
- After the initial lease term expires, the tenant has the right to continue the tenancy indefinitely on a month-to-month basis under the same terms, except for lawful rent increases.

Lease

Make sure to READ the lease!

Especially key provisions about tenant responsibilities:

- Joint and Several Liability (especially for group house / roommate situations);
- Amount due at move-in;
- Rent increases and discounts;
- Paying the rent on time and how to pay rent;
- Penalties for late payment;
- Any fees in addition to rent;
- Services included and not included in the rent:
 - Water, Gas, Electric, Cable, Trash, Climate Control;
- Subletting limitations; and
- Move-out notification procedures.

Lease



Be aware of any lease provision that:

- Provides a “grace period” for late payment of rent, but still subjects the tenant to eviction for “chronic late payment” even when rent is always paid during the grace period;
- Requires tenants to select a “house manager” but still holds all tenants liable for the house manager’s actions; and
- Requires tenants who move out to find new tenants to replace them or still be held liable (group leases).

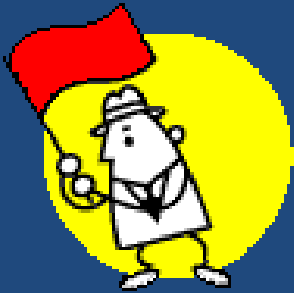
Lease



Beware of leases that contain:

- Blank spaces. Insert “N/A” to prevent the addition of terms not agreed upon;
- Missing landlord contact information, including street and e-mail addresses;
- Excessively high late fees, especially if based upon a percentage;
- Excessively high other fees;
- Lease Addendums, including “house rules,” which can be fully incorporated into lease and enforceable.
- Complex arrangements for the payment of utilities;
- Requirement that tenants remove furniture left by previous tenants;
- Onerous limitations on subletting;
- Extensive limitations on conduct with words like “immoral” and “annoyances;” and
- Pre-signed Notice to Terminate Lease at lease execution.

Lease



If the landlord attempts to enforce an unenforceable clause, seek legal advice. Examples of unenforceable clauses:

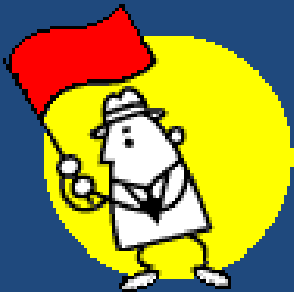
- Right of landlord to terminate lease for any cause;
- Tenant acknowledgement of suitability of property for occupancy prior to actual occupancy;
- Tenant waiver of right to void lease due to uninhabitability;
- Tenant waiver of District housing code enforcement;
- Tenant waiver of right to judicial process prior to eviction;
- Tenant waiver of right to notice to quit, except for non-payment of rent;
- Tenant waiver of jury trial in the event of a dispute;
- Tenant waiver of rights under Tenant Opportunity to Purchase Act (TOPA);
- Authorization for someone other than the tenant to confess to a judgment against the tenant;
- Tenant waiver of landlord's responsibility for basic maintenance;
- Tenant waiver of landlord's liability for personal injuries caused by housing conditions for which the landlord is responsible;
- Bankruptcy or foreclosure itself terminates lease; and
- Assignment of attorneys fees, notwithstanding court determinations.

Moving In

Request a Walk-Through/Move-In Inspection at the beginning of the tenancy to establish the condition of the unit at the time of move-in.

- OTA recommends the move-in inspection occur before move-in or within the first 5 days of occupancy.
- OTA also recommends using a Move-in Form, which can be obtained from the agency.

Take advantage of technology. Use a smart phone or camera to document the condition of the unit.



- Take diligent steps to avoid future responsibility for damages caused by others;
- Do not accept occupancy of a unit that is uninhabitable or inconsistent with the conditions promised;
- Demand that the landlord complete significant repairs prior to accepting occupancy; and
- Beware of “rolling” security deposits.

Security Deposit

The landlord must:

- Place the security deposit in an interest-bearing account;
- Post notices at least annually stating where the security deposit is held, and the prevailing interest rate for each 6-month period; and
- At move-out, provide the bank and interest information for the duration of the entire tenancy.

D.C. Code § 45-3502.17

14 D.C.M.R. §§ 308 - 311

Security Deposit

The landlord may:

- Inspect the unit within three (3) days before or after the termination of the tenancy.

The landlord must:

- Notify the tenant in writing of the date and time of any inspection, at least ten (10) days before the date of the intended inspection.
- Either return the security deposit with interest within 45 days after the tenant vacates the apartment, or provide a written notice that the security deposit will be used to defray legitimate expenses; and
- Refund the balance of the security deposit and interest within 30 days of that written notice, and provide the tenant with an itemized list of deductions and repairs.

D.C. Code § 45-3502.17

14 D.C.M.R. §§ 308 - 311

Rental Receipts

The landlord must provide written receipts for all monies paid by the tenant as rent, security, or otherwise:

- Unless the payment is made by personal check AND the tenant owes no outstanding amount.

Each receipt must state:

- The exact amount received;
- The date the monies were received;
- The purpose of the payment; and
- The amount and nature of any amount still due.

Rent Control

Rent control limits the amount and frequency of rent increases.

Generally, rent control applies to units:

- Located in buildings constructed prior to 1976;
- Owned by a business entity or by person(s) who own 5 or more rental units; and
- Not subject to a federal or DC government subsidy.

Notes:

- There are seven (7) rent control exemptions.
- If the landlord has failed to properly register for an exemption, then rent control applies.

Housing Code

The landlord must ensure that the rental unit and all common areas are safe and sanitary as of the first day of the tenancy. This is known as the warranty of habitability. This warranty is implied into every lease in the District, and is also explicitly required by District regulations.

The landlord must also maintain the unit and all common areas of the building in compliance with the housing code (as well as in a manner directed by any government funding entity).

The Department of Consumer and Regulatory Affairs (DCRA) conducts inspections. Call (202) 442-9557 to schedule an inspection.

Quiet Enjoyment

- The landlord must make reasonable efforts to address disturbances caused by other tenants in the building.
- The landlord may make any necessary repairs, but may not unreasonably interfere with the tenant's "quiet enjoyment" of the premises.
- The landlord must give reasonable notice under the circumstances to enter the unit.
- By law, the landlord may not pressure a tenant to vacate the unit.

Discrimination

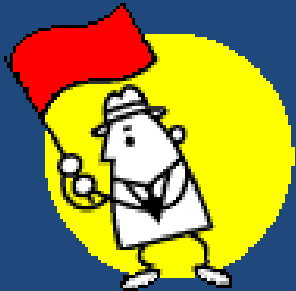
The landlord may not discriminate against any tenant or prospective tenant who is in a protected class.

- Protected classes include race, color, religion, national origin, sex, age, personal appearance, sexual orientation, gender identity or expression, genetic information, political affiliation, family responsibilities, disability, familial status, matriculation, marital status, source of income, place of residence or business, and status as a victim of an intrafamily offense.

The Office of Human Rights (OHR) investigates discrimination complaints. Call (202) 727-4559 to file a claim.

Prohibited 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.



Evictions

The landlord may evict a tenant for only one of ten specific statutory reasons:

1. Nonpayment of rent;
2. Violation of an obligation of tenancy, of which the tenant failed to correct after notice;
3. Tenant performed an illegal act within the rental unit;
4. Landlord seeks in good faith to occupy the rental unit for personal use and occupancy;
5. Landlord sells rental unit to a party who seeks in good faith to occupy the rental unit for personal use and occupancy;
6. Landlord seeks to renovate rental unit in a manner in which tenant cannot safely occupy;
7. Landlord seeks to demolish rental unit;
8. Landlord seeks to substantially rehabilitate rental unit;
9. Landlord seeks to discontinue rental unit for housing and occupancy; or
10. Landlord seeks to convert rental unit to a condominium or cooperative after securing governmental approval.

Judicial process is required for all evictions. Furthermore, in all cases other than non-payment of rent, a filing with the Rental Accommodations Division (RAD) is required.

Evictions

- A tenant may not be evicted just because the initial lease term expires, or because the rental property has been foreclosed upon.
- In order to evict a tenant, the landlord must go through the judicial process. The tenant must be given:
 - A written Notice to Vacate (except for non-payment of rent, if the tenant waived 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.
- Any eviction must be pursuant to a court order, and must be scheduled and supervised by the U.S. Marshals Service.
 - Self-help evictions (where the landlord attempts to evict a tenant without the involvement of the U.S. Marshals Service) are not allowed.
 - Contact the Metropolitan Police Department if a landlord attempts a self-help eviction.
 - If the tenant is being evicted due to non-payment of rent, the tenant has the right to avoid eviction by paying the total amount owed, as determined by the court, up until the time the eviction is executed.
 - After an eviction Writ is issued, the landlord may demand the full amount determined by the court (plus all fees and court costs) be paid in cash or certified funds.

Relocation

Tenant has the right to receive relocation assistance from the landlord if displaced from the unit by:

- An alteration, renovation, or substantial rehabilitation, as filed and approved by the Rent Administrator and/or the Office of Administrative Hearings (OAH);
- Demolition; or
- The discontinuance of the housing use.

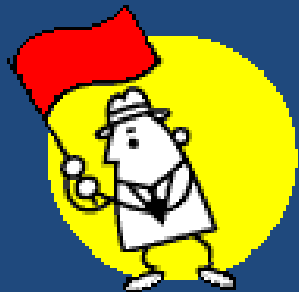
D.C. Code § 45-3507.01

14 D.C.M.R. § 4401

Retaliation

The landlord may not retaliate against a tenant for exercising any tenancy right.

- Examples of protected tenancy rights include:
 - Requesting that landlord make repairs necessary to bring rental unit into compliance with the housing code;
 - Contacting District government officials concerning suspected housing code violations;
 - Legally withholding rent (after reasonable notice to landlord) because of housing code violations;
 - Organizing, or involvement in, a tenant association;
 - Efforts to secure any right under the lease; or
 - Bringing a legal action against landlord.



Prohibited acts of retaliation include:

Unlawfully seeking to recover possession of the unit, increasing the rent, decreasing services, increasing the tenant's obligations, violating the tenant's privacy, harassment, and refusing to honor the lease.

D.C. Code § 45-3502.02

14 D.C.M.R. § 307

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.

Conversion

The landlord may not convert the rental unit to a cooperative or condominium unless:

- A majority of eligible tenants vote for the conversion in a tenant election; and
- The District's Conversion and Sale Administrator certifies the election.

Conversion to cooperative or condominium notwithstanding, the following tenants may continue to occupy their rental unit, subject only to applicable rent control increases:

- Meet certain low-income requirements; and
 - Are age 62 or older; or
 - Have a disability, as defined by the Americans with Disabilities Act.



D.C. Code § 45-3502.02

D.C. Code § 45-3402.08

TOPA

Tenant Opportunity to Purchase Act (TOPA)

Before selling, demolishing, or discontinuing the rental accommodation, the landlord must offer the tenants the opportunity to purchase the accommodation.

Moving Out

- If moving out at the end of initial lease term, send written notification to the landlord in accordance with the time specified in the lease.
 - If lease does not contain a specific notice provision, provide notice at least 30 days in advance.
- During a month-to-month tenancy, the notification period by law is 30 days prior to the date intended to vacate.
 - Note: the 30-day period starts at the beginning of the next lease period.
- Contact the landlord and arrange a unit walk-through. Use a smart phone or camera to document the condition of the unit at move-out.
- Be sure to have the landlord sign-off on the condition of unit.
- Do not forget to provide a forwarding address to the landlord for the return of the security deposit.

Moving Out

Ensure that the unit is left in good condition.

The landlord may retain any portion of your security deposit that is necessary to defray the cost of damage to the unit that is "beyond normal wear & tear."

- Stoves – all burners/ovens must be cleaned;
- Refrigerators – the entire inside, all storage bins;
- Bathroom – tub, vanity sink, floor;
- Entire unit – swept clean; and
- Remove ALL belongings.

www.ota.dc.gov

OTA

Online

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your tenant rights?

Log on to

www.ota.dc.gov and

click

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OTA Live Q&A Chat

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