

DISTRICT OF COLUMBIA OFFICE OF THE TENANT ADVOCATE

District of Columbia Tenant Bill of Rights

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))

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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. **EVICTIION:** 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 Phone: (202) 442-9505 Fax: (202) 645-6727 Website: www.dhcd.dc.gov	D.C. Office of the Tenant Advocate 2000 14th Street, NW, Suite 300 North Washington, DC 20009 Phone: (202) 719-6560 Fax: (202) 719-6586 Website: www.ota.dc.gov
D.C. Dept of Consumer and Regulatory Affairs 1100 4th Street, SW Washington, DC 20024 Phone: (202) 442-4400 Fax: (202) 442-9445 Website: www.dkra.dc.gov	District Dept. of the Environment 1200 First Street, NE Washington, DC 20002 Phone: (202) 535-2600 Fax: (202) 535-2881 Website: www.ddoe.dc.gov

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



Department of Housing and Community Development
 Rental Accommodations Division
 Housing Resource Center
 1800 Martin Luther King, Jr. Avenue, S.E.
 Washington, D.C. 20020 | (202) 442-9505

RAD Date Stamp

HOUSING PROVIDER'S DISCLOSURES TO APPLICANT OR TENANT

Date: _____

Tenant or Applicant Name(s) _____

Tenant Address _____

Washington, D.C. _____

Registration/Exemption No. _____

Basic Business License No. _____

Certificate of Occupancy No. _____
 (if applicable)

Dear Tenant/Applicant(s):

District of Columbia law requires all housing providers to disclose certain information about their housing accommodations. You should receive this form when you apply for a rental unit or, if an application is not required, when you enter a lease or other rental agreement. If you are a current tenant, you may request this information once per calendar year, and your housing provider must give you this completed form within 10 business days.

Your housing provider is required to maintain records of the information reported on this form. Applicants must be given these records along with this form, and existing tenants may request to view or be given a copy of the compiled records when requesting this form. See RAD Form 5 for a description of these records and details on how to obtain copies.

Housing provider: complete and attach Form 5.

The undersigned housing provider certifies the following information to be true with respect to the rental unit and housing accommodation identified above:

A. Housing Provider's Information

Housing provider: complete all that apply, do not use P.O. boxes

	Owner (<i>required</i>)	Property Manager
Name	Erin N Boyland	
Street Address	2250 11th St NW	
City, State & Zip Code	Washington, DC 20001	
Telephone Number		
Email	eboyland@gmail.com	
	Additional Owner (<i>attach separate list if more than 2</i>)	Registered Agent for Service
Name		

Street Address		
City, State & Zip Code		
Telephone Number		
Email		

Name on Basic Business License: _____

B. Property Information

The rental unit identified on this form is (*check one*):

- ☐ Covered by the Rent Stabilization Program (reg. no.) _____ ; or
- ☐ Exempt from the Rent Stabilization Program (ex. no.) _____ .

The rental unit is (*check one*):

- ☐ Part of a: ☐ condominium or ☐ cooperative housing association; or
- ☐ In the process of converting to ☐ condominium, ☐ cooperative housing use,
or ☐ non-housing use

In the past 12 months, the Department of Consumer and Regulatory Affairs has issued (number) _____ notices of infractions or violations of the housing regulations (Housing Code and Property Maintenance Code) (*attach copies of notices*).

There are (number) notices of infractions or violations of the housing regulations issued by the Department of Consumer and Regulatory Affairs that have not been abated at this time (*attach copies of notices*).

☐ The housing provider knows that indoor mold levels at or above the threshold level set by the Department of Energy and Environment has been present in the rental unit or the housing accommodation during the past 3 years and has not been remediated by an indoor mold remediation professional (*attach description*).

C. Monthly Rent and Other Costs

The current monthly rent charged for your rental unit is: _____, and you are required to pay \$ _____ in monthly rent surcharges (for rent stabilized units, if applicable). **The rent history for this unit is shown on RAD Form 4.** *Housing provider: complete and attach Form 4.*

The rent for this unit may be increased ☐ no more than once every 12 months (required for rent stabilized units) or ☐ as provided in the lease, an affordability covenant, a long-term subsidy contract, a housing assistance payment contract, or a housing choice voucher contract.

You are required to pay a nonrefundable application fee of \$_____.

☐ Your lease requires or will require you to pay a security deposit less than or equal to the first month's rent charged. The amount of the deposit is \$_____.

The deposit is or will be held in an account with a ☐ fixed interest rate of _____ % or ☐ the prevailing statement savings rate of the financial institution in the District of Columbia that holds the deposit.

Within 45 days of the termination of the tenancy, the security deposit will be returned to you, including interest earned on the deposit if the tenancy lasts more than 12 months, or the housing provider will notify you in writing, personally or by certified mail at your last known address, of the housing provider'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. If costs are withheld, the housing provider shall tender the remaining balance of the deposit and interest, together with an itemized statement of the costs withheld, within 30 days of giving notice.

Housing Provider Signature:	
Housing Provider Name (print):	
☒ Owner ☐ Authorized Agent ☐ Other Title (if applicable):	

Date

Attachments: RAD Form 4 (Rent History Disclosure)
 RAD Form 5 (Notice of Access to Records)
 Tenant Bill of Rights
 "What You Should Know About Rent Control in the District of Columbia" (rentstabilized units only)
 DC Board of Elections Voter Registration Packet
 (see <https://www.dcboe.org/Voters/Register-To-Vote/Welcome-to-the-District-of-Columbia>)

THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.

THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.

Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does NOT represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned ☐ Buyer(s)/Tenant(s) or ☒ Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are **NOT** represented by the licensee identified below.

Sarah Beatty/ SP98368287

(Licensee & License #)

and

Samson Properties

(Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

☒ **Seller(s)/Landlord(s)** (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

☒ **Buyer(s)/Tenant(s)** (The licensee has entered into a written agency agreement with the buyer/tenant.)

☐ **Designated Agent of the** ☐ **Buyer(s)/Tenant(s)** or ☐ **Seller(s)/Landlord(s)**
(Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

Acknowledged

Date

Acknowledged

Date

Name of Person(s): _____

I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

Signed (Licensee)

Sarah Beatty

Date

Previous editions of this form should be destroyed.

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Acknowledged

Date

Acknowledged

Date

Name of Person(s): _____

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Signed (Licensee)

Date

Sarah Beatty

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