

District of Columbia Tenant Bill of Rights

Preamble

The tenant-landlord relationship is established by a contract, whether it is written or verbal. Both the tenant and the landlord have certain rights and responsibilities under the contract. At minimum, the landlord is entitled to the timely payment of rent, and the tenant is entitled to safe, decent, and sanitary housing.

Historically, the landlord has enjoyed greater legal and economic power than the tenant, and thus has had the upper hand in the relationship. This uneven playing field has adversely impacted not only tenant households individually, but also the availability, affordability, and quality of rental housing generally.

The District of Columbia has enacted laws to help level this playing field. The public policy underlying these laws is both to help ensure that the tenant receives the benefit of the bargain with the landlord, and to promote the availability, affordability, and quality of rental housing in the District. Of course, the bargain means that the landlord also has rights, and those rights correspond to tenant responsibilities.

This "D.C. Tenant Bill of Rights and Responsibilities" is not exhaustive, nor can it substitute for legal advice in the event of a dispute with your landlord. Rather, it is intended as a primer to empower you with an overview of the basic rights and responsibilities of tenancy in the District.

Except for rent control, all these rights and responsibilities apply to each and every tenant in the District. The DC Office of the Tenant Advocate (OTA) is available to help you understand your rights and responsibilities, and to advise you in the event of a dispute with your landlord. You may contact the OTA by telephone at (202) 719-6560; fax at (202) 719-6586; on-line at www.ota.dc.gov; or in person at 2000 14th Street, N.W., Suite 300 North, Washington, DC 20009.

Tenant Rights

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 on the same terms, except for lawful rent increases, indefinitely. (14 D.C.M.R. §§ 101, 106 & 300-399)
2. **SECURITY DEPOSIT**: The amount of the security deposit may not exceed the amount of one 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. 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. The landlord must notify you of the date and time of the "move-out" inspection. (14 D.C.M.R. §§ 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; (c) any surcharges on the rent and the date those surcharges expire; (d) the rent control or exempt status of the rental 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; and (h) ownership information in the registration form and the business license. The landlord must make this information accessible to you throughout your tenancy. Upon the 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)
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 D.C.M.R. § 306)
5. **RENT INCREASES**: Unless the unit is exempt from rent control, the landlord may not raise the rent: (a) unless owner and manager are properly licensed and registered; (b) unless the premises substantially complies 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, who has registered as such with the Rent Administrator's office; (e) by more than the CPI + 2% for all other tenants. Any rent increase larger than (d) or (e) requires Rent Administrator approval of a landlord petition. You are entitled to receive a copy of, and you may challenge, any landlord rent increase petition. You may also challenge any 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*," which is implicit in your lease and explicit in District regulations. 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 D.C.M.R. §§ 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 DC Dept. 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 D.C.M.R. 3300 *et seq.*)
8. **QUIET ENJOYMENT**: The landlord may make any necessary repairs, but the landlord may *not* unreasonably interfere with your "*quiet enjoyment*" of the premises. This applies to construction projects and to any unwanted effort to try to get you to vacate your apartment. (D.C. Official Code § 42-3402.10)
9. **DISCRIMINATION**: The landlord may not discriminate against any tenant or prospective tenant who is in a *protected class*. 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. Protected classes include race; color; religion; national origin; sex; age; marital status; personal appearance; sexual orientation; gender identity or expression; familial status; family responsibilities; matriculation; political affiliation; genetic information; disability; source of income (including government subsidies); status as a victim of an intrafamily offense; and place of residence or business. (D.C. Official Code § 2-1401.01 *et seq.*)
10. **RETALIATION**: The landlord may not retaliate against you for exercising any right of tenancy. Retaliation includes unlawfully seeking to recover possession of your unit, increase the rent, decrease services, or increase your obligations. Retaliation also includes violating your privacy, harassing you, or refusing to honor your lease. (D.C. Official Code § 42-3505.02)
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. **CONVERSION**: 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 § 42-3402.02)
13. **SALE**: Before selling the rental accommodation, the landlord must offer you and your fellow tenants the opportunity to purchase the accommodation. (D.C. Official Code § 42-3404.02)

14. RELOCATION ASSISTANCE: If you are displaced by a substantial renovation or rehabilitation, demolition, or the discontinuance of the housing use, you have the right to receive relocation assistance from your landlord. (D.C. Official Code § 42-3507)

15. 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 **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 must be given a written Notice to Vacate (except for non-payment of rent where you waived right to notice in your 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)