

District of Columbia Tenant Bill of Rights

The tenant-landlord relationship is established by a contract, which gives both the tenant and the landlord certain rights and obligations. 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 the upper hand in this relationship, and has been better able to reap the benefit of this bargain. Additionally, the tenant is a consumer in a market whose behavior greatly impacts the availability, affordability, and quality of an essential commodity -- housing. That is why the District of Columbia has enacted laws to help the tenant benefit from his or her bargain with the landlord, and also to promote available, affordable, and quality rental housing in the District.

This Tenant Bill of Rights is not exhaustive, nor should 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 knowledge of the basic rights of tenancy in the District. Except for rent control, all the rights below apply to each and every tenant in the District. If you do not know your rights or fail to exercise them, the District's tenant protection laws will do you little good! Learn your rights and if you have questions, contact the D.C. Office of the Tenant Advocate at (202) 719-6560 or www.ota.dc.gov.

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, indefinitely. (14 D.C.M.R. §§ 101, 106 & 300-399)
2. **SECURITY DEPOSIT**: 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 CONTROL**: 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 or disabled tenant; (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. (14 D.C.M.R. §§ 301 & 400-999)
7. **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)
8. **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; age; disability; familial status; sexual orientation; victim of intra-family offense; source of income (including government subsidies); and about 10 other categories. (D.C. Official Code § 2-1401.01 *et seq.*)
9. **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)
10. **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)
11. **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)
12. **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)
13. **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)
14. **EVICITION**: 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)