Government of the District of Columbia

Office of the Tenant Advocate

Testimony of

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Bill 20-58, the "Tenant Bill of Rights Act of 2013"

Committee on Economic Development
The Honorable Muriel Bowser, Chairperson
Council of the District of Columbia

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Room 412
John A. Wilson Building
1350 Pennsylvania Avenue, NW
Washington, DC 20004

Good morning, Councilmember Bowser and members of the Committee on Economic Development and staff. I am Johanna Shreve, the Chief Tenant Advocate of the District of Columbia in the D.C. Office of the Tenant Advocate. I am here this afternoon to present testimony regarding Bill 20-58, the "Tenant Bill of Rights Amendment Act of 2013."

First I wish to thank you, Chairperson Bowser, for holding this hearing and for being one of the eleven original co-introducers and co-sponsors of the legislation. As you may recall, the OTA first presented the D.C. Tenant Bill of Rights at our Second Annual Tenant Summit in 2009. Indeed you were there to assist the agency with the public roll-out of this important document, which we greatly appreciated. Shortly thereafter, you introduced legislation virtually identical to the bill under consideration today (Bill 18-484, the "Tenant Bill of Rights Amendment Act of 2009").

Since then, the agency has circulated copies of the Tenant Bill of Rights every chance we get. It is posted on our website in English and Spanish; we make copies available to all-comers at our reception desk; each OTA client receives a copy in a resource packet; and we distribute copies at OTA and other events, including community forums, housing expos, and student off-campus housing fairs.

What Bill 20-58 would do

Bill 20-58 would:

1. Require the OTA to promulgate a D.C. Tenant Bill of Rights;
2. Require the landlord to provide a copy to the tenant "at the time the lease is first presented"; and
3. Impose a penalty on a landlord who fails to do so, but only if that failure is "willful."

The significance of this legislation

The OTA was established to help close chronic gaps in terms of tenant resources and thus help level the playing field between landlords and tenants. Accordingly, the OTA's key functions include education and outreach, legal assistance, and policy advocacy. Each is a critical component of our mission, but education and outreach can be said to be the first among equals. The very first legislative finding in the agency's establishment act is: *"[t]enants in the District are under-informed of their rights"*; and *"[i]t is difficult for tenants to obtain information"* (D.C. Code § 42-3531.03(1 & 2)). The OTA's very first statutory duty is to: *"[p]rovide education and outreach to tenants and the community about laws, rules, and other policy matters involving rental housing.*" (D.C. Code § 42-3531.07(1)).

The D.C. Tenant Bill of Rights has been an essential tool for advancing the agency's education and outreach mission for five (5) years. The document and the agency itself are reaching District tenants in increasing numbers. Nevertheless, approximately 350,000 District residents (60 percent of the District's population) are renters, thus expanding our reach is a perennial challenge. Many tenants still do not know about the OTA or about tenant rights; thus we often hear about tenants who have been too easily pushed or priced out of their homes unlawfully, or have felt compelled to live in sub-standard conditions for far too long. That is why I believe Bill 20-58 is so critically needed in the District.

The importance of the Tenant Bill of Rights

I wish to emphasize what the purpose of the Tenant Bill of Rights is and is not. The Tenant Bill of Rights is ***not*** a tenant survival guide like the one compiled by the Harrison Institute. Nor is it a "rental housing rights and responsibilities guide" like the one compiled for California and other jurisdictions. These documents generally run over 100 pages long; they are essentially handbooks to be used topically and selectively in the event of a dispute – almost like an encyclopedia.

The Tenant Bill of Rights is intended to serve entirely different purposes: to provide tenants with a brief but comprehensive overview of

their rights as renters; to empower them with a general level of knowledge; and to give them a general sense as to the scope of tenant protections. The need for such a document should be abundantly clear to anyone who has worked in the tenant rights arena. Too often tenants don't know that they have rights at all, and that legally speaking their tenancies are subject to the whims of the owner of the rental property. Therefore, tenants often fail to take timely action, only to discover when it is too late that they have been deprived of important rights. That is why exposure to key legal concepts at the start of the tenancy is so critical, so that tenants are better positioned to exercise their rights if the need arises. *That* is the purpose of the Tenant Bill of Rights. To serve that purpose, the document must strike the right balance between substance and brevity; it must be a document that is likely to be read and understood in one sitting.

Who benefits

The benefits of the legislation would be far-reaching.

1. Raise tenant awareness:

By requiring landlords to attach the document to each new lease, Bill 20-58 would give tenants basic knowledge about their rights, and also apprise them about the OTA should disputes arise.

2. Raise landlord awareness:

Landlords – particularly small landlords – contact the OTA on a fairly regular basis with questions about tenant rights. Sometimes they do so after seeing the Tenant Bill of Rights document for the first time. Such landlords want to do right by their tenants but have been unaware, or only vaguely aware, of the relevant laws. For every landlord who contacts the OTA about rental housing or tenant rights laws, we can be sure that many others also would want the benefit of this information. [I note that the OTA answers landlords' general legal questions, but also as a matter of policy refers all such calls to the Housing Provider Ombudsman at DHCD.]

3. Promote legal compliance:

A lack of awareness is one reason for the lack of compliance with District laws. One factor is the influx of new tenants and new landlords into the community, for example in the student off-campus rental housing market. Like most businesspersons, most landlords do want to comply with District law, and will do so if they have the right information. There are always some landlords, however, who are all too willing to wreak havoc with tenants' lives -- and with the public interest -- regardless of what information they are given and how often.

That is why the applicable penalty provision in section 222 of the Rental Housing Act (D.C. Code § 42-3502.22(c)) is appropriate. The penalty is that the rent cannot be increased *if* a judge finds that the landlord's failure to provide tenants with the Bill of Rights document was "willful" (or similarly if the document is not provided within 10 days of the tenant's request). Under that standard, a landlord will not be penalized absent a finding that the landlord acted with *an intentional disregard of, or a plain indifference to, the law.*

4. Reduce complaints to government officials:

Council offices, the Mayor's office, and relevant District agencies receive a high volume of complaints from both tenants and landlords. Some of these complaints are based simply on a lack of knowledge about the rental housing laws. By putting tenants and landlords literally "on the same page" at the outset of the tenancy, the legislation will prevent some of the more unnecessary disputes from arising. Because information about the OTA is included in the Bill of Rights, the legislation also promotes more efficient government by better directing complaints and inquiries that do arise.

Possible amendments to Bill 20-58 as introduced

I wish now to discuss five (5) possible amendments to Bill 20-58 as introduced.

1. Clarify that section 3 of the bill amends section 222 of the Rental Housing Act of 1985

Section 3 of the bill would require the landlord to provide the tenant with a copy of the Tenant Bill of Rights "at the time the lease is first presented." The name of the D.C. law and law number (the "Right of Tenants to Organize Amendment Act of 2006," D.C. Law 16-160) do not correspond to the D.C. code citation (D.C. Code § 42-3502.22). We believe and we hope that the intention is to amend the "tenant disclosure" provision at section 222 of Rental Housing Act (D.C. Code § 42-3502.22). That was also the OTA's recommendation regarding Bill 18-484.

Because section 222 enumerates other disclosure information the landlord must provide to each tenant or prospective tenant, we believe that is the more logical place for the Bill of Rights requirement. The placement within a new subsection 222(b-1) is also important. It would ensure that the penalty provision of section 222(c) (D.C. Code §42-3502.22(c)) applies in the event that a landlord willfully refuses to comply with the new requirement. I also note that the penalty provision is not, as the long title of the bill suggests, a civil penalty *per se*. Rather it is a penalty that actually benefits the tenant, and thus will more effectively encourage enforcement and compliance. In any event, we respectfully request that the Committee clarify these matters.

2. Clarify what document landlords must provide

Additionally, we recommend that section 3(a) of the bill be amended so that new section 222(b-1) of the Act reads as follows:

> (b-1) At the time any lease or renewal lease is first presented, a housing provider shall provide to the tenant or prospective tenant a copy of the D.C. Tenant Bill of Rights, as promulgated by the D.C. Office of the Tenant Advocate pursuant to section 2 of this Act.

The purpose of this language is two-fold. First, the language it replaces does not reference the document that the OTA must produce under section 2 of the bill, an ambiguity that the recommended language resolves. Second, it also clarifies that the landlord ***must*** attach the Bill of Rights document to any renewal lease as well as the initial lease.

3. Require the OTA to periodically update the document as legal developments warrant

We believe that the requirement that OTA produce a document – despite the fact we have already done so -- is a logical prerequisite to the requirement that the landlord attach a copy to each new lease. We also believe that the agency should be required, and authorized, to update the document as developments in cross-cutting federal as well as District law may warrant (for example, we plan to include the federal and as well as the District's lead disclosure law).

4. Include tenant responsibilities in the legislation

Last year, Chairperson Bowser, I was pleased to meet with you and staff to discuss a number of tenant-related legislative matters. You suggested that we expand the Tenant Bill of Rights to also include tenant responsibilities. We accepted that challenge, as you will see in the attached revision entitled "District of Columbia Tenant Bill of Rights and Responsibilities." I am not sure that amending the legislation to reflect the addition of tenant responsibilities is necessary, since we are happy to include them anyway. However, I would have no objection to such an amendment.

For the Committee's information, we developed the list of tenant responsibilities from various sources, including:

a. Statutory provisions that suggest certain tenant responsibilities, including D.C. Code §42-3505.01("Evictions") and § 42-3509.08 ("Inspection of rental housing);

b. Regulatory provisions that suggest certain tenant responsibilities, including:

    a. 14 D.C.M.R. 102.6 ("Any person, including a tenant, who causes a violation of any provision of this subtitle is subject to the same penalties as those provided in this section");

    b. 12G DCMR PM-106.4.3 ("Culpability. Any person, including a tenant, who causes a violation of the *Property Maintenance Code,* is subject to the same penalties as those provided in PM-106.4");

c. Common provisions in standard leases used in the District; and

d. Non-District sources of general relevance including:

   a. A HUD document entitled "Resident Rights & Responsibilities"; and

   b. The "Uniform Residential Landlord and Tenant Act" (URLTA), a document first promulgated in 1972 and periodically amended by the National Conference of Commissioners on Uniform State Laws, partially adopted by a number of states.

We would welcome any further suggestions that AOBA or any other interested party may have.

5. <u>Make the Tenant Bill of Rights document itself subject to rulemaking</u>

The OTA has widely circulated the Tenant Bill of Rights document for the past five (5) years. In that time, we have seen no evidence whatsoever to contradict our belief that it has benefited everyone concerned. It is the product of collaboration and we continue to welcome input from all interested parties. The legislation as introduced does not require that the document be made subject to the rulemaking process, and I am not sure that this is necessary given its broad acceptance thus far. Regardless, should the Committee prefer to make the document a matter of OTA rule-making, I would have no objection. I would note that the OTA already has relevant rule-making authority (D.C. Code § 42-3531.10).

The importance of the OTA's role

The imperative I believe is that the requirements of Bill 20-58 be enacted and that the OTA has ultimate responsibility for the document. The OTA alone has the statutory responsibility and purview regarding the entire scope of tenant rights in the District, and the broad expertise necessary to educate tenants and the community about them.

By contrast, the Rent Administrator and the Rental Housing Commission have statutory authority and purview only regarding a single District law – the Rental Housing Act of 1985. Certainly the Act encompasses several key components of tenant rights, including rent control, eviction protections, and the right to organize. But many more tenant rights are to be found in District law other than the Rental Housing Act. Examples include the Conversion and Sale Act; the D.C. Human Rights Act; environmental and health laws such as the lead law; regulations including the housing and property maintenance codes; and judicial and administrative case-law.

The OTA alone has the "competence" to create a Tenants Bill of Rights document that is well-suited to its core purposes, and to effectively and efficiently keep it updated. I do not intend to demean any other District agency or any other part of District government. It is simply a statement of

fact regarding the OTA's singular purview and role in the District government.

An analogy to another consumer rights document already exists in the District. The "Utility Consumer Bill of Rights" is issued and periodically updated by the Public Service Commission (PSC). Like the OTA, the PSC is an independent agency of the District government. It serves an important consumer rights information function, but one that is no greater than the scope of its own statutory responsibility and expertise. The OTA is the only government agency that can do the same in the realm of tenant rights.

Thank you, Chairperson Bowser, for the opportunity to testify, and for your leadership on this and other important rental housing matters. I would be happy to provide the Committee with any further assistance I can. This concludes my testimony and I welcome any questions you may have.

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. ***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 **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)

Defensoría de los Arrendatarios del Distrito de Columbia
("District of Columbia Office of the Tenant Advocate-OTA")

DECLARACIÓN DE DERECHOS DE LOS ARRENDATARIOS EN EL DISTRITO DE COLUMBIA ("DISTRICT OF COLUMBIA TENANT BILL OF RIGHTS")

La relación arrendador-arrendatario ("tenant-landlord relationship") se establece mediante un contrato que le confiere tanto al arrendatario como al arrendador ciertos derechos y obligaciones. Como mínimo, el arrendador tiene derecho al pago puntual del alquiler, y el arrendatario tiene derecho a una vivienda segura, digna y en buenas condiciones sanitarias. Históricamente, el arrendador ha tenido la vara alta en esta relación, y ha estado en mejores condiciones de obtener beneficios de esta relación. Además, el arrendatario es un consumidor en un mercado cuyo comportamiento tiene efectos significativos en la disponibilidad, asequibilidad y calidad de un bien esencial: la vivienda. Por esta razón, el Distrito de Columbia ha adoptado leyes para ayudar a los arrendatarios a beneficiarse de su acuerdo con el arrendador y también para mejorar la disponibilidad, asequibilidad y calidad de las viviendas de alquiler en el Distrito de Columbia.

Esta Declaración de Derechos de los Arrendatarios no es exhaustiva y no debe usarse como sustituto de asesoría jurídica en caso de una disputa con su arrendador. Su propósito más bien es servirle de guía y empoderarlo proporcionándole información sobre los derechos básicos de los arrendatarios en el Distrito de Columbia. Con excepción de lo relativo al control de los alquileres, todos los derechos que se enumeran a continuación les corresponden a todos y cada uno de los arrendatarios en el Distrito de Columbia. Si usted no conoce sus derechos o no insiste en que se respeten, las leyes de protección de los arrendatarios en el Distrito de Columbia no le servirán de mucho. Entérese de sus derechos y, si tiene preguntas, póngase en contacto con la Oficina de Defensoría de los Arrendatarios del Distrito de Columbia ("D.C. Office of the Tenant Advocate") llamando al 202-719-6560 o visitando el sitio www.ota.dc.gov.

1.CONTRATO DE ARRENDAMIENTO ("LEASE"): *No* es preciso que exista un contrato de arrendamiento escrito para establecer una relación arrendador-arrendatario ("tenancy"). Si hay un contrato escrito, el arrendador debe darle a usted una copia de dicho contrato y de todos sus anexos. El arrendador también debe darle copias de ciertos reglamentos de vivienda del Distrito de Columbia, incluidos los que rigen las relaciones entre arrendador y arrendatario. Está prohibido usar ciertas cláusulas en los contratos de arrendamiento, incluidas las que eximen al arrendador de responsabilidad por no mantener la propiedad en las condiciones debidas. El arrendador no puede cambiar los términos de su contrato de arrendamiento sin el consentimiento de usted. Después de que expire el contrato de arrendamiento inicial, usted tiene derecho a seguir indefinidamente en su unidad, de mes a mes, en las mismas condiciones establecidas en el contrato inicial. [14 D.C.M.R.§§ 101, 106 y 300-399]

2.FIANZA ("SECURITY DEPOSIT"): El arrendador debe depositar su fianza en una cuenta que pague intereses. El arrendador debe indicar por escrito el lugar en que está depositada la fianza y la tasa de interés aplicable. Dentro de los 45 días siguientes al desalojo de su

apartamento, el arrendador debe ya sea devolverle su fianza con intereses o darle un aviso por escrito de que la fianza se utilizará para sufragar gastos legítimos. El arrendador debe notificarle a usted la fecha y hora de la inspección de mudanza ("move-out inspection"). [14 D.C.M.R.§§ 308-311]

3.DIVULGACIÓN DE INFORMACIÓN: Cuando recibe su solicitud de alquilar un apartamento, el arrendador debe proporcionarle la información siguiente: (a) el alquiler aplicable a la unidad en cuestión; (b) cualquier petición pendiente que pudiera afectar el monto del alquiler; (c) cualquier recargo sobre el alquiler y la fecha en que dicho recargo caducará; (d) la aplicabilidad del control del alquiler o la exención de dicho control ("exempt status") de la unidad en cuestión (e) ciertos informes de violaciones del código de vivienda; (f) la cantidad de cualquier cargo no reembolsable aplicable a la solicitud de alquiler de la unidad en cuestión, la fianza y la tasa de interés; (g) información sobre cualquier conversión pendiente a condominio o cooperativa, y (h) información relativa a la propiedad que figura en el formulario de registro y la licencia comercial. El arrendador debe darle a usted acceso a esta información durante todo el período de vigencia de la relación arrendador-arrendatario. Previa solicitud del arrendatario formulada una vez cada año, el arrendador también deberá divulgar la cantidad de cada aumento del alquiler en los últimos tres años y la base utilizada para determinar dicho aumento. [D.C. Official Code §42-3502.22]

4.RECIBOS POR LOS PAGOS DE ALQUILER: El arrendador debe darle a usted un recibo por cualquier dinero que usted pague, salvo cuando el pago se hace mediante un cheque personal *y* satisface completamente todas las cantidades adeudadas. El recibo debe indicar la finalidad del pago y la fecha en que se realizó, así como cualquier cantidad que quede impagada. [14 D.C.M.R. § 306]

5.CONTROL DEL ALQUILER: A menos que la unidad esté exenta del control del alquiler, el arrendador no podrá aumentar el alquiler: (a) a menos que el propietario y administrador tengan la debida licencia y están registrados, (b) a menos que la unidad cumpla sustancialmente los requisitos del código de vivienda; (c) con una frecuencia mayor que una vez cada 12 meses, (d) por una tasa superior al índice de precios al consumidor ("Consumer Price Index-CPI") en el caso de arrendatarios de la tercera edad o discapacitados; (3) por una tasa superior al "CPI" + 2%" en el caso de todos los demás arrendatarios. Para todo aumento superior a lo indicado en los apartados (d) o (e) se precisa que la Administración de Alquileres ("Rent Administrator") apruebe una solicitud del arrendador en ese sentido. Usted tiene derecho a recibir una copia de esta solicitud y puede impugnar cualquier solicitud de aumento del alquiler presentada por el arrendador. Usted también puede impugnar cualquier aumento del alquiler efectuado en los tres años anteriores.

6.CONDICIONES DEL INMUEBLE: El arrendador debe asegurar que su unidad y todas las áreas comunes reúnan condiciones sanitarias y de seguridad adecuadas desde el primer día. Esto se conoce como la "garantía habitabilidad" ("warranty of habitability"), que está implícita en su contrato de arrendamiento y explícita en los reglamentos del Distrito de Columbia. El arrendador debe asegurar que su apartamento y todas las áreas comunes del edificio cumplan los requisitos del código de vivienda, incluido el mantenimiento de la seguridad del inmueble y el control de roedores e insectos, el mantenimiento adecuado de las estructuras y servicios del

edificio y el suministro adecuado de calefacción, iluminación y ventilación. [14 D.C.M.R. §§ 301 y 400-999]

7.GOCE PACÍFICO Y TRANQUILO ("QUIET ENJOYMENT"): El arrendador puede hacer arreglos que sean necesarios, pero *no* puede interferir en forma irrazonable con su "goce pacífico y tranquilo" del inmueble. Esto se aplica a proyectos de construcción y a cualquier esfuerzo indeseado de tratar que usted desaloje su apartamento. [D.C. Official Code § 42-3402-10]

8.DISCRIMINACIÓN: El arrendador no puede discriminar contra ningún arrendatario o posible arrendatario que pertenece a un *grupo protegido* ("protected class"). Los actos de discriminación comprenden el rehusarse a alquilar; el alquilar en términos o condiciones desfavorables o de privilegio; el crear condiciones de vida hostiles, y el rehusarse a hacer ajustes razonables para proporcionarle a una persona igualdad de oportunidad para usar y disfrutar el inmueble. Los grupos protegidos comprenden raza; edad; discapacidad; situación familiar; orientación sexual; víctimas de ofensas intrafamiliares; fuente de ingresos (incluidos subsidios gubernamentales), y alrededor de otras 10 categorías de grupos. [(D.C. Official Code § 2-1401.01 y siguientes]

REPRESALIAS: El arrendador no puede tomar represalias contra usted por ejercer ninguno de sus derechos como arrendatario. Las represalias comprenden tratar de recuperar ilegalmente la posesión de su unidad, aumentar el alquiler, reducir los servicios o aumentar sus obligaciones. Las represalias también comprenden violar su privacidad, acosarlo o negarse a cumplir los términos de su contrato de arrendamiento. [(D.C. Official Code § 42-3505.02]

10.DERECHO DE ORGANIZARSE: El arrendador no puede interferir con el derecho de los arrendatarios a organizar una asociación de arrendatarios, convocar reuniones, distribuir material, apostar avisos y darle acceso al edificio a una persona ajena al mismo para que organice a los arrendatarios. [D.C. Official Code § 42-3505.06.]

11.CONVERSIÓN: El arrendador no puede convertir una vivienda de alquiler a un régimen de cooperativa o condominio a menos que una mayoría de los arrendatarios vote a favor de tal conversión en una elección certificada por la Administración de Conversiones y Ventas del Distrito de Columbia ("District's Conversion and Sale Administrator"). [D.C. Official Code § 42-3402.02]

12.VENTA: Antes de vender la vivienda de alquiler, el arrendador debe ofrecerle a usted y a los demás arrendatarios la oportunidad de adquirir dicha vivienda. [D.C. Official Code § 42-3404.02]

13.AYUDA PARA LA REUBICACIÓN: Si usted resulta desalojado por una renovación o rehabilitación sustancial, demolición o suspensión del uso del inmueble para fines de vivienda, usted tiene derecho a recibir ayuda de su arrendador para su reubicación. [D.C. Official Code § 42-3507]

14.DESAHUCIO: El arrendador sólo puede desahuciarlo a usted por una de las diez razones específicas establecidas en el Título V de la Ley de Viviendas de Alquiler de 1985 ("Title V of the Rental Housing Act of 1985"). Por ejemplo, usted *no* puede ser desahuciado sólo debido a que expira su contrato de arrendamiento o a que la propiedad de alquiler ha sido **objeto de juicio hipotecario ("foreclosed").** Aun cuando tenga una razón valida para desahuciarlo, el arrendador no puede "hacerlo por cuenta propia" ("self-help methods"), como cortándole los servicios (electricidad, gas, etc.) o cambiándole las cerraduras. Más bien, el arrendador tiene que utilizar la vía del proceso judicial. El arrendador debe darle a usted por escrito una Notificación de Desalojo ("Notice to Vacate") (salvo en casos de no pago del alquiler si en su contrato usted ha renunciado a su derecho a recibir tal notificación); la oportunidad de resarcir la violación de su contrato de arrendamiento, si esa es la base para la acción judicial, y la oportunidad de impugnar sus alegaciones en la corte. Por último, cualquier desahucio tiene que efectuarse mediante una orden de la corte y debe ser programada y supervisada por el Servicios de Alguaciles de los Estados Unidos ("U.S. Marshal Service"). [(D.C. Official Code § 42-3505.01]

District of Columbia Tenant Bill of Rights and Responsibilities

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.

Accordingly, the District of Columbia has enacted laws to help level this playing field. The public policy underlying these laws is to help ensure that the tenant-landlord bargain benefits both parties equitably, and to promote the availability, affordability, and quality of rental housing in the District.

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 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 tenant 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; by 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 a lease, the landlord must provide a copy of the lease and all addendums. The landlord must also provide 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 the lease without the tenant's agreement. After the initial lease term expires, the tenant has the right to continue the 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 the 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 the tenant vacates the apartment, the landlord must either return the security deposit with interest, or provide written notice that the security deposit will be used to defray legitimate expenses. The balance must be returned within 30 days of that notice. The landlord must provide notice of the date and time of the "move-out" inspection. (14 D.C.M.R. §§ 308-311)

3. ***DISCLOSURE OF INFORMATION***: Along with the 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 throughout the 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 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. The tenant may challenge any rent increase implemented within the prior 3 years. The tenant is also entitled to receive a copy of, and may challenge, any landlord rent increase petition. (D.C. Official Code § 42-3502.08 - .15)

6. ***BUILDING CONDITIONS***: The landlord must ensure that the 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*," which is implicit in the lease itself and explicit in District regulations. The landlord must maintain the unit

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. An affected 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) Regarding rental buildings built prior to 1978, District and federal law protects tenants against lead-based paint hazards.

7. ***QUIET ENJOYMENT***: The landlord may make any necessary repairs, but the landlord may *not* unreasonably interfere with the tenant's "*quiet enjoyment*" of the premises. This applies to construction projects and to any unwanted effort to try to get the tenant to vacate the 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*. Protected classes are 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. 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.*)

9. ***RETALIATION***: The landlord may not retaliate against a tenant for exercising any right of tenancy. Retaliation includes unlawfully seeking to recover possession of the unit, increase the rent, decrease services, or increase tenant's obligations. Retaliation also includes violations of privacy, harassment, and refusing to honor the 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 tenants vote for the conversion, and the tenant election must be 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 the tenants the opportunity to purchase the accommodation. (D.C. Official Code § 42-3404.02)

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

14. ***EVICTION***:

(a) The landlord may evict the tenant only for one of ten specific reasons set forth in Title V of the Rental Housing Act of 1985. They are: nonpayment of rent; violation of an obligation of tenancy; court determination that tenant or occupant has performed an illegal act; personal use and occupancy of owner or contracted purchaser; alterations and renovations that cannot safely be

made while the units are occupied (temporary relocation); demolition; substantial rehabilitation (temporary relocation); discontinuation of housing use; or conversion to condo or coop.

(b) A tenant may *not* be evicted just because the lease term expires, or because the rental property has been foreclosed upon.

(c) The landlord may not use "self-help" methods to evict a tenant. Rather, the landlord must go through the judicial process, including a written Notice to Vacate (except for non-payment of rent if the lease waives the right to notice); the opportunity to cure, if the basis for the eviction is a lease violation; and an opportunity to challenge the landlord's claims in court. The eviction itself 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)

Tenant Responsibilities

1. Pay the correct amount of rent on a timely basis each month.
2. Comply with other rules and guidelines that govern the lease.
3. Refrain from conduct that may disturb fellow tenants.
4. Not engage in criminal activity in the unit, common area, or grounds.
5. Keep the unit clean and not litter the grounds or common areas.
6. Dispose of garbage and waste in a proper manner.
7. Comply with District regulations that affect the health or safety of the residence.
8. Maintain the unit and common areas in the same general physical condition that existed upon moving in.
9. Prevent others from damaging both the unit and common areas.
10. Promptly report to the landlord or management any apparent environmental hazard, such as peeling paint, and any defects in building systems, fixtures, appliances, or other parts of the unit, the grounds, or related facilities.
11. Promptly report to the landlord or management any evidence of pest infestation, such as rodents, roaches, or bedbugs.
12. Provide reasonable access to the landlord and landlord's agents for inspections, repairs, and maintenance.