

SHORT-TERM LEASING DURING THE INAUGURAL PERIOD FREQUENTLY ASKED QUESTIONS

- 1. What does the Mayor's Order regarding short-term rental activity during the inauguration actually do?***

In the District of Columbia, the renting of residential property generally requires a Certificate of Occupancy and a Basic Business License with the relevant housing endorsements. The Mayor has suspended enforcement of these requirements during the inaugural period to alleviate the expected shortage of hotel and other accommodations. The District will not enforce these requirements with respect to rental agreements that begin after January 12, 2009 and end before January 28, 2009, and in which the property was already being used for residential purposes on November 18, 2008.

- 2. Does this mean that the District is giving a free pass for this 2 week period to all landlords who may not be in compliance with licensing and C of O requirements?***

No. This relaxation in enforcement applies only to rental agreements that both begin and end within the 2 week inaugural period.

- 3. Does this mean for the inaugural weekend I may sublet the apartment or the house that I am renting?***

The answer to this question is to be found in your lease, not in the Mayor's Order. You may sublet your apartment if your lease so permits or is silent on the issue. Generally, however, rental leases prohibit subletting. Subletting in violation of a lease prohibition -- as does the violation of any material lease term -- gives your landlord grounds to evict you. You may also be liable to your landlord for damage caused by the sub-lessee and for violating your lease.

- 4. Do I have rights under a verbal agreement to lease residential living space?***

Yes, while the terms of the agreement may be more difficult to prove in court, verbal agreements regarding residential rentals are legally binding in the District of Columbia.

- 5. What do I do if the condition of the house or apartment I rented for the inauguration is unsafe or uninhabitable?***

Ask the lessor to immediately resolve the problem, or, if the lessor is unavailable or unable to do so, call the District government's response services at 311, or for emergencies call 911.

6. *How can I best assure that the lessor will return my security deposit in full?*

We strongly recommend that upon arriving at the apartment or house you are renting, you “walk through” the entire premises with the lessor and make a written note of any pre-existing property damage and appliance malfunctions. Give the lessor a copy of the note and keep one for yourself. If the lessor is not available to do so, then conduct a walk-through on your own, make a written note of any property damage and appliance malfunctions, provide a dated and signed copy to the lessor, and keep a copy for yourself. If possible, also “walk through” the entire premises with the lessor just prior to departing.

7. *What do I do if the house or apartment I rented for the inauguration does not comport with the terms of my agreement with the lessor?*

This is a consumer protection issue. If the lessor is a company regularly in the rental business, call the Consumer Hotline at 442-4615, operated by the Department of Consumer and Regulatory Affairs, Consumer Protection Office. Or fill out the Consumer Complaint Form found at www.dkra.dc.gov under the “Services, Consumer Protection” tab. That Office will respond to your inquiry once it reopens on Wednesday, January 21, 2009. If the lessor is not regularly in the rental business, you may only have a judicial remedy. Note that in the case of a sub-lease, a sub-lessee generally only has rights against the sub-lessor.