

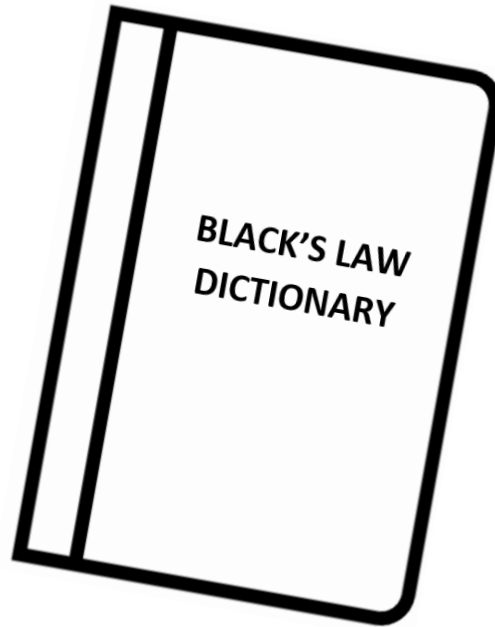


# **EVICTON PREVENTION IN THE DISTRICT OF COLUMBIA**

The purpose of this class is to inform tenants in the District of Columbia in general terms about the eviction laws, applicable tenant defenses, as well as the eviction trial process.

If tenants have questions or concerns regarding eviction after completing this class, we encourage you to sign up for our **Eviction Simulation** class and/or call **OTA's Tenant Hotline at 202-719-6560.**

According to **Black's Law Dictionary**,



**EVICTION:** *The act or process of legally dispossessing a person of land or rental property.*

In the **District of Columbia**, a tenant may be evicted for one of 10 specific reasons, including **nonpayment of rent** and **lease violations**.

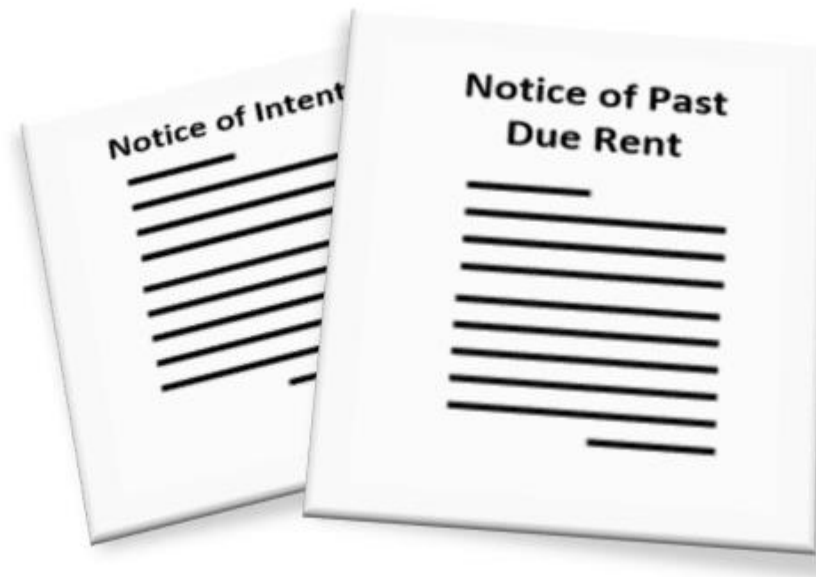
In order to evict a tenant in the District of Columbia, all landlords **MUST** go through the judicial process, and obtain a writ of restitution.



The eviction process begins when a landlord sends a tenant one of several legally required notices.

All tenants being **evicted** for a lawful reason in the District of Columbia must receive a written notice with various requirements, including the reason for eviction.

In **nonpayment of rent cases**, landlords are required to provide a written **notice of past due rent** 30 days before filing a claim in court.



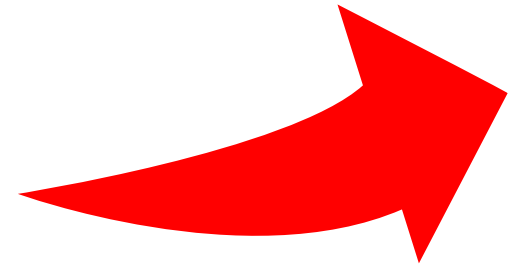
Landlords **MUST** provide a tenant they intend to evict with the following notices.

**For Nonpayment of Rent – Landlords  
must send**

**A 30-Day Notice of Past Due Rent**

**For Lease Violations – Landlords  
must send**

**A 30-Day Notice to Correct or Vacate**



**NONE OF THESE NOTICES MEANS A TENANT  
MUST VACATE THEIR RENTAL UNIT.**



**THE LANDLORD MUST GO THROUGH THE  
JUDICIAL PROCESS.**

**All tenants facing eviction also have the right to:**

1. Bring the rental account completely current, in nonpayment of rent cases;
2. Cure (or correct) the lease violation and/or;
3. Challenge the landlord's claims in court in all eviction cases.

***In other words,....***

# **IN A NONPAYMENT OF RENT EVICTION CASE**

If a tenant pays **all amounts owed** (not including late fees), the **eviction process ends here**.

If **30 days** have passed since receiving the **notice of past due rent** and the tenant still has an outstanding balance (not including late fees), and no pending rental assistance application, then the landlord **may file an eviction complaint** in Landlord & Tenant Court.

**NOTE:** A tenant **cannot be evicted** over unpaid late fees.

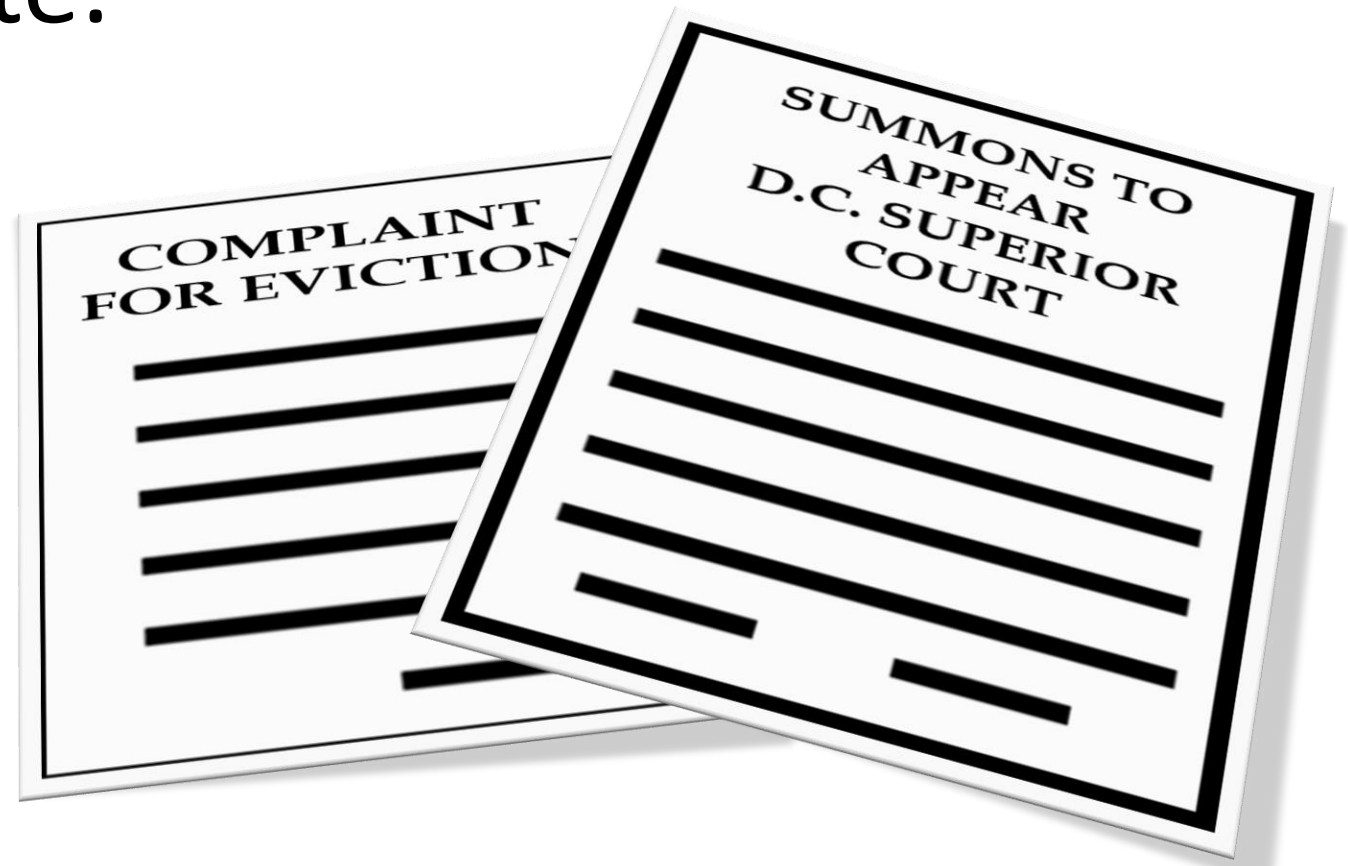
# IN A LEASE VIOLATION EVICTION CASE

If a tenant **corrects** the lease violation, the **eviction process ends here**.

**NOTE:** The tenant should notify the landlord that the alleged issue has been corrected.

If the notice period has expired and the landlord does not believe the tenant "corrected" the alleged lease violation(s), then the landlord **may file an eviction complaint** in Landlord & Tenant Court.

Once the landlord has filed for eviction, the landlord **MUST** also serve the tenant with a **summons and complaint** at least **30 days** before the initial hearing date.



Please review the **summons** and **compliant** carefully. These documents contain important information, including the **date and time for the initial hearing**.



If the **tenant fails to appear** at the initial hearing, the Court will enter a **DEFAULT JUDGEMENT** **in favor of the landlord**.

The **initial Court hearing** will be scheduled at least **30 days after** the complaint was filed.

If you cannot make it to Court on the date provided in the **summons** you have **two options** to reschedule:

(1) Contact the landlord or their attorney and request a  
***“continuance by consent”***

**IF THE LANDLORD REFUSES**

(2) Contact the **Landlord & Tenant Court** any day before your scheduled hearing and request a ***“continuance.”***

# Things to remember when preparing for the initial hearing:

## **1. Court room decorum.**

Be respectful towards the judge, all Court employees, and the landlord and/or the landlord's attorney.

## **2. Prepare your defense.**

You have a limited amount of time to present your case, so prepare a concise, direct and informative defense.

## **3. Bring your evidence.**

## **4. Stay calm and composed.**

## **5. Review the Initial Hearing video on the District of Columbia Superior Court webpage.**

<https://www.dccourts.gov/services/civil-matters/landlord-tenant>

# INITIAL HEARING

## Settlement Opportunity

The Court will provide the parties with an opportunity to settle either by:

A **Consent Judgment**, which is a judgment for possession in favor of the landlord that is put on hold so long as the tenant complies with the agreement;

**OR**

A **Settlement Agreement**, which is a separate agreement between the parties to settle the issue but does not result in a judgment for landlord.

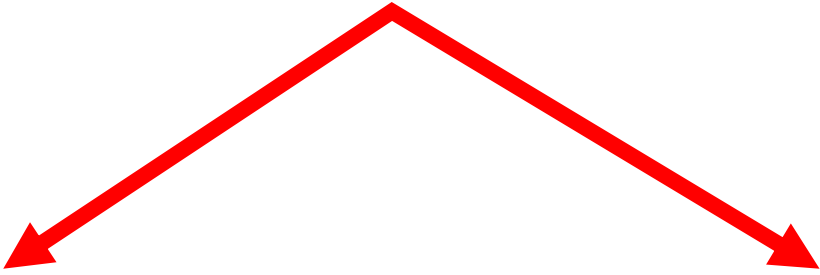
Any settlement agreement is subject to the Court's approval.

# INITIAL HEARING

**If you cannot reach an agreement and settle the case:**

A tenant in the District of Columbia have the right to a trial to challenge their landlords claim(s) and tell their side of the story.

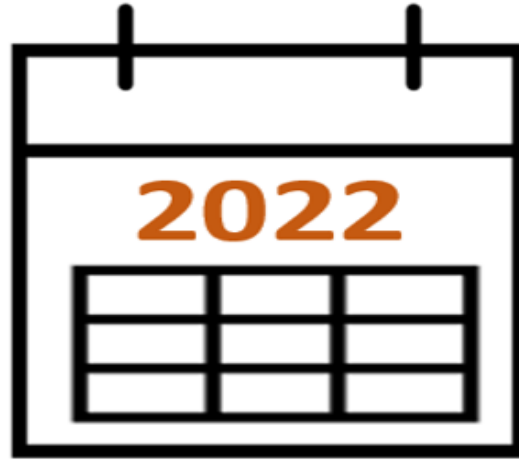
A tenant may request either a bench or jury trial.



**Bench trial** - A judge will make all decisions at the trial, including whether the landlord or the tenant wins the case.

**Jury trial** - A jury will consider all the evidence and decide whether the landlord or tenant wins the case.

If you requested a **bench trial**, the Court will usually schedule the trial within the **next 3 weeks**.



If you requested a **jury trial**, the Court will usually schedule the trial within **3 – 4 months**.  
You will also need to pay a **\$75 fee** (unless the fee is waived) and  
you will have to **file additional documents**.

**NOTE:** There may be pandemic-related delays

**NOTE:** Before the trial date, you will have to take part in (1) a scheduling conference, (2) mediation proceedings, and (3) a pretrial conference.

## PROTECTIVE ORDER



If a **protective order** is granted by the Court, the Court will require the tenant to pay rent into the Court registry while the case is pending. The Court will hold the money until the case is resolved.

**Failure** to make a **Protective Order payment** can have **negative effects**. For example, if a tenant fails to pay, the tenant risks losing their case.

# BELL HEARING



A **Bell Hearing** is an evidentiary hearing to determine the **amount of rent** that the tenant needs to pay to the Court according to the **protective order**.

A tenant can come to an agreement with the landlord on the amount or allow the Court to decide.

While you wait for the trial day, **prepare your defense**, practice your oral argument, and gather and organize all documents, photographs and supporting evidence.



**REMEMBER**, if you need assistance call OTA at **202.719.6560**.

**NOTE**: A tenants **DOES NOT** have to leave the rental unit while they wait for the trial date.

# TRIAL

If the landlord wins at trial and gets a judgment for possession, they can request a “***writ of restitution***” that authorizes the landlord to evict the tenant and take back possession of the rental unit.



**NOTE:** The landlord **CANNOT** physically take back possession of the rental unit on their own. All landlords **MUST** wait for the **United States Marshals Service** to execute the writ and evict a tenant.

If the **tenant wins**, they do not need to vacate the residential rental unit and the Court **MUST** seal the **eviction record within 30 days.**

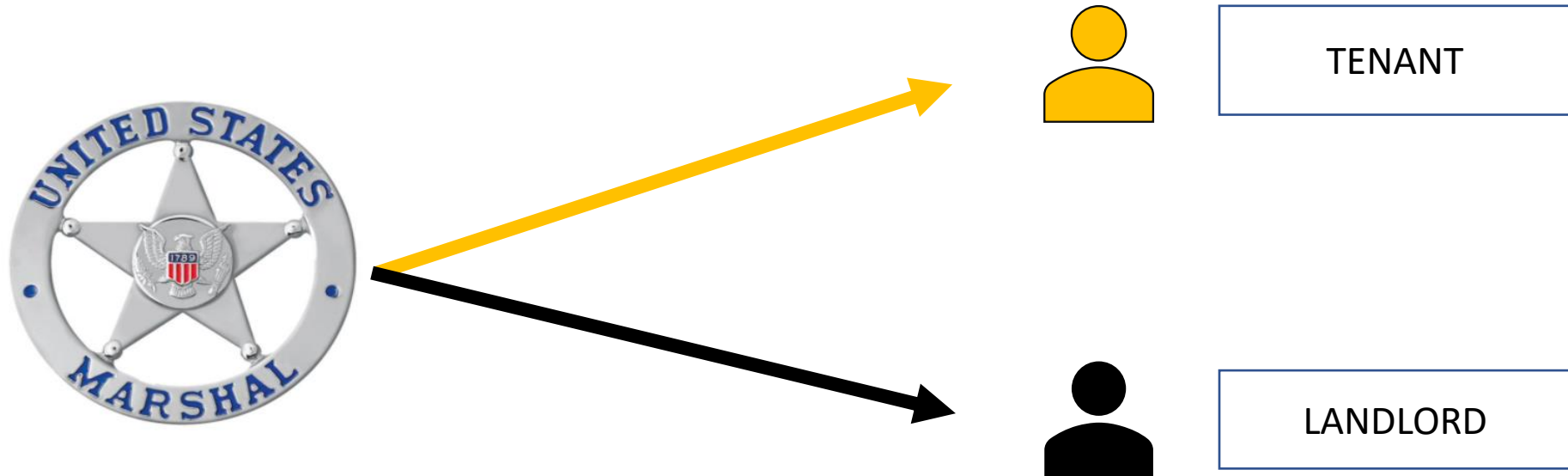


After the Court issues the writ of restitution, the Court forwards the writ of restitution to the **United States Marshals Service (USMS)** so that the writ can be executed.

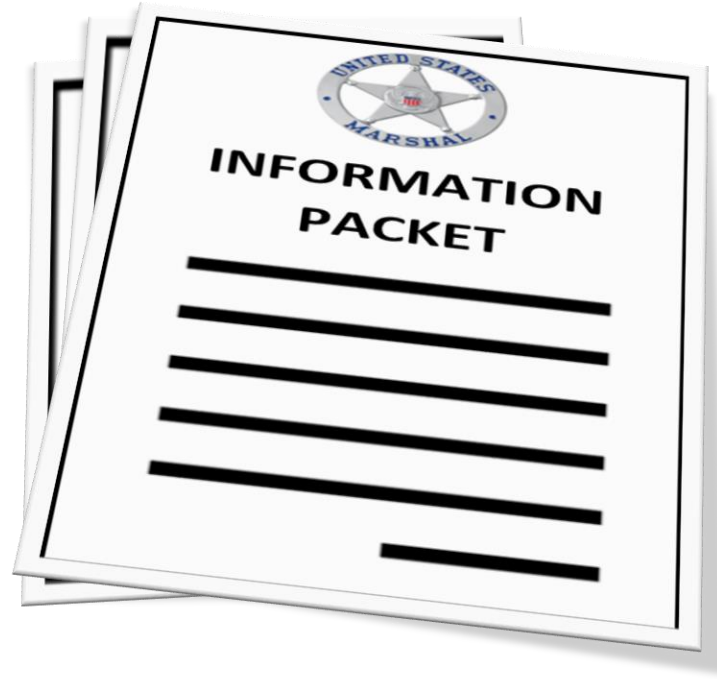


In the District of Columbia **all evictions must** be scheduled by, and executed in the presence of, the **USMS**.

**USMS** will contact the landlord to schedule the eviction date and they will send a notification packet to the tenant by first-class mail to the address on the writ.



The information packet contains:



**(1)** a copy of the Court order, **(2)** instructions from the USMS, and **(3)** the date for which the eviction has been scheduled.

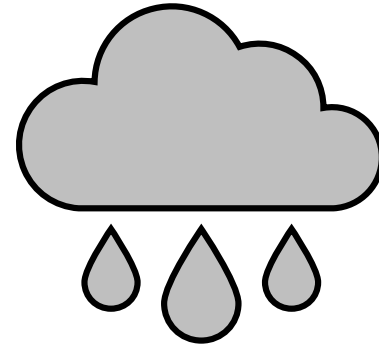
The housing provider **MUST** also deliver a notice confirming the date of eviction



not fewer than **21 days before\*** the date of eviction.

\*Evictions with writs issued prior to the Public Health Emergency (March 11, 2020) must be rescheduled. The landlord must give the tenant a 30-day notice of the rescheduled eviction date.

Once the eviction day has been scheduled, the USMS will make every effort to complete the eviction on that day.



Evictions are **PROHIBITED** when the temperature is forecasted to be below freezing or when precipitation is falling.

On the day before the scheduled eviction, the **USMS** will contact the landlord to inform them of the time slot when the eviction is scheduled.



The landlord or a landlord representative **MUST** be present at the rental unit when the **USMS** arrives

**OR**

the eviction will be cancelled.

# EVICTIION DAY

Remember that while this is a stressful time, please be respectful towards the **Deputy United States Marshals** and others present and comply with the **Deputy United States Marshals'** lawful orders.

**Stay calm and collected.**

On eviction date, **Deputy United States Marshals** will arrive at the address provided in the *writ of restitution* to carry out the eviction.



The Deputies will knock and announce their presence and inform the tenant that they are there to carry out an eviction.

# Redeemable Judgement



If the eviction is for the *nonpayment of rent*, the tenant may avoid eviction by paying the entire amount owed (*Translux amount*) at any point before the eviction is completed.

The **Translux amount is stated on the Writ**. It will include the rent due as of the date of the Writ plus 1) any rent that may have accrued since that date; 2) court costs; 3) the Writ fee; and 4) any other items ordered by the Court.

# In other words...



As long as the **Deputy United States Marshals** are still on the premises and the locks on the rental unit have not been changed,

you can avoid being evicted for **nonpayment of rent** if you pay the  
**Translux amount.**

Any personal property of the evicted tenant remaining in the rental unit at the time of eviction **shall remain in the rental unit for 7 days**, excluding Sundays and Federal holidays, unless removed by the evicted tenant.

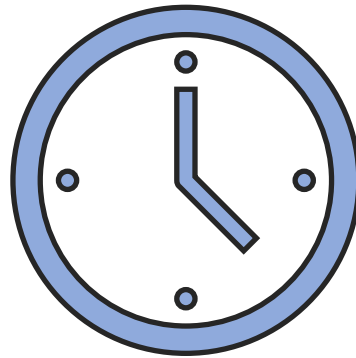


During that 7-day period, the landlord shall grant the evicted tenant access to the rental unit to remove the tenant's personal property from the rental unit as follows.



The landlord shall grant the evicted tenant access to the rental unit for **no fewer than 16 total hours**

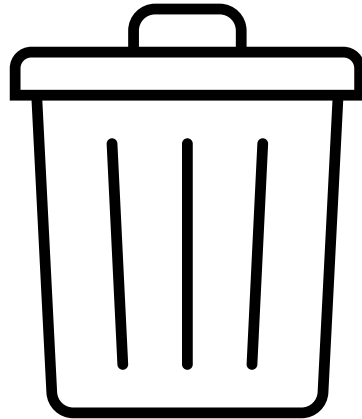
between the hours of **8:00 a.m.** and **6:00 p.m.**



over a period of **2 days**.

However, the landlord may extend the access period.

After the 7-day period ends, any personal property left in the unit will be deemed **abandoned.**



If the landlord violates the tenant's right of access to the unit, the tenant can ask the Court for relief.



The Court will require the landlord to **honor the tenant's rights** and may extend the in-unit storage and tenant access periods.

# TENANT EVICTION DEFENSES



# **A tenant may assert the following defenses:**

- Tenant technical defenses
  - Tenant factual defenses
  - Housing code violations
    - Retaliation

# EXAMPLES OF TENANT TECHNICAL DEFENSES

Tenant technical defenses include, but are not limited to:

- The **notice provided** by the landlord was **insufficient** in **content, timing** or **service**.
- The delinquent rent owed is less than **\$600**.
- The landlord **did not provide** a **Notice of past due rent in Spanish**.
- The eviction case is not for one of the **ten statutory reasons** provided for an eviction.
- The notice does not give the **landlord's registration** or **exemption number** as required by the Rent Administrator.
- The landlord filed the eviction suit **before the notice of past due rent expired**.
- The landlord did not provide the **legally required** amount of **time to cure** the lease violation.
- The landlord does not have a **Basic Business License**.

# EXAMPLES OF TENANT FACTUAL DEFENSES

Tenant factual defenses include, but are not limited to:

- The landlord and tenant **dispute the rent amount owed**;
- The landlord did not **provide the required notice** that includes the reason for eviction
- The landlord claims the tenant did something they **in fact did not do**.
- The landlord claims the tenant did something that in fact **is not a violation of the lease**.
- The landlord claims the tenant did something that the tenant stopped doing (***corrected***) within the 30-day period.
- The landlord's **claim is retaliatory in nature**.

# TENANT DEFENSE: HOUSING CODE VIOLATIONS

A tenant may assert a defense based on a **housing provider's failure** to maintain the premises in accordance with the **District of Columbia Housing Regulations**.



The court will consider the **amount** and **severity of the housing code violations** to determine the **value of the unit**.

# SEVERITY OF THE HOUSING CODE VIOLATIONS

The tenant **must prove** the extent by which the **value** of the premises is or was **reduced** by the condition(s).



# TENANT DEFENSE: HOUSING CODE VIOLATIONS

To use this defense the tenant **MUST PROVE** that:

1. The condition(s) **existed** either at the inception or after the inception of the tenancy;
2. The **period of time** the condition(s) existed;
3. The condition(s) **constituted a violation** of the **Housing Code** and/or **Property Maintenance Code**;
4. The **landlord knew** or reasonably should have known about the condition(s);
5. The landlord **failed to repair** the violation(s) within a reasonable time;
6. The effect of the condition(s) on the **tenant's use and enjoyment of the premises**.

# TENANT DEFENSE: RETALIATION

The tenant claims that the landlord is retaliating against them for asserting a **LEGALLY PROTECTED RIGHT**.

## FOR EXAMPLE:

1. You are being evicted just after you **organized or joined a tenant association**.
2. You are being evicted for **reporting a housing code violation** to the **District of Columbia government**.
3. You are being evicted because you **requested** your landlord make **a repair**.

