



OFFICE OF THE TENANT ADVOCATE

PUTTING PEOPLE FIRST.

# D.C. Renters' Rights 101

Presented by the D.C. Office of the Tenant Advocate

**202-719-6560**

# D.C. Renters' Rights 101



## Topics Covered:

- Verifying the Unit & Application Process
- Disclosures
- The Lease & Security Deposit
- Rent Control & Rent Increases
- Housing Code & Quiet Enjoyment
- Protections Against Discrimination
- Evictions
- Court Sealing Requirements
- Right to Organize and TOPA
- Moving Out

# Verify Unit

## All housing providers must:

- Possess a **Basic Business License** issued by the **Department of Licensing and Consumer Protection (DLCP)**
  - Verify by visiting <https://scout.dhra.dc.gov/login>
- Possess a **Certificate of Occupancy** (except for a single-family dwelling) issued by the **Department of Licensing and Consumer Protection (DLCP)**
  - Verify by visiting <https://scout.dhra.dc.gov/login>; and
- Be **registered** with the Rental Accommodations Division (RAD) of the **Department of Housing and Community Development (DHCD)**.
  - Verify by calling (202) 442-9505.

OTA is available to help tenants navigate the verification process.

# Verify Unit

A housing provider's failure to be properly licensed or registered generally **does not** render a lease null, void, or unenforceable. The lease will likely remain binding on all parties.

# Application

The landlord may require personal information and payment of a nonrefundable fee.

Application fees **may not exceed \$50**, and they **must be refunded** if the landlord does not run a screening

## **Landlord may require a cosigner.**

- Co-signers are generally 100% liable for the lease. Also, co-signers may be prohibited, unless deliberately aimed at excluding students.

## **Criminal Record Screening:**

- Landlord may not conduct a criminal background check before making a conditional offer.
- Criminal background check is limited to 48 specific crimes.
- Scope of check is limited to specific crimes committed within the last 7 years, or a pending accusation.

## **Holding Fees:**

- Demand a receipt; and
- Confirm in writing that holding fee is refundable.



# Disclosures

The landlord **MUST** provide all rental applicants with the following disclosures:

- Basic Business License Number;
- Rental Accommodations Division (RAD) Registration/Claim of Exemption Form;
- Certificate of Occupancy (except for single-family dwellings);
- Applicable rent for the prospective unit AND unit's rent controlled or exempt status.
- Presence of indoor mold in prospective unit or common area in previous 3 years, unless mold has been remediated by licensed professional.
- Lead Safety Disclosures (including DOEE "Tenant Lead Rights" and EPA "Protect Your Family" pamphlet)
- A copy of the OTA Tenant Bill of Rights

D.C. Code § 45-3502.22

# Lease

The tenant-landlord relationship is established by a contract. Under this contract or lease, the tenant and the landlord each have certain rights and certain obligations.

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# Lease

Like other contracts, a lease may be written or oral.

- A written lease is not required to establish a tenancy. If there is one, the landlord **MUST** provide the tenant with a copy of the lease and all addendums.
- 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 indefinitely on a month-to-month basis under the same terms, except for lawful rent increases.





# Security Deposit

If the landlord requires a security deposit, the security deposit **MUST NOT** exceed one month's rent.

The landlord **MUST** also:

- Place the security deposit in an interest-bearing account;
- Post notices at least annually stating where the security deposit is held, and the prevailing interest rate for each 6-month period; and
- Provide a tenant who is moving out with the same information as above, but for the duration of the entire tenancy.

D.C. Code § 42-3502.17

14 D.C.M.R. § 308 - 310



# Security Deposit

## Deductions and Refund

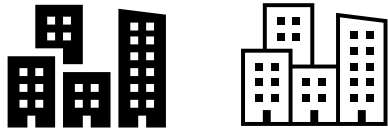
**45 days** after a tenant moves out of the unit the landlord **MUST**

- Return the security deposit with interest **OR** provide the tenant with a written notice that the security deposit will be used to defray legitimate expenses.

**30 days** after the initial notice was sent the landlord **MUST**

- Send the former tenant a refund for the balance of the security deposit and interest (if any) and provide an itemized list of deductions and repairs.

The definition of ***“ordinary wear and tear”*** is any deterioration that results from the intended use of a dwelling unit, including breakage or malfunction due to age or deteriorated condition.



# Rent Control

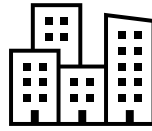
**Rent control limits the amount and frequency of rent increases.**

All residential rental units are subject to rent control except those excluded or exempted by statute.

There are seven rent control exemptions. The most common are:

- Located in buildings constructed after 1975;
- Owned by an individual (not a business entity) who owns 4 or fewer residential rental units; or
- Subject to a federal or DC government subsidy.

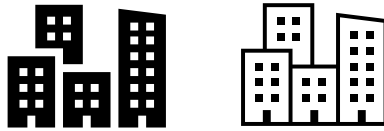
**Note:** If the landlord failed to properly register for an exemption, then rent control apply.



## Rent Increases

Landlords **MUST** give tenants a 30-day written notice before a rent increase takes effect.

The amount of the allowable rent increase depends on whether the unit is subject to rent control or other rent limitations or not.

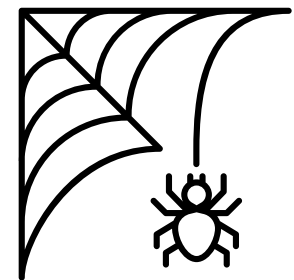


# Rent Increases

## Rent Stabilized Housing Inflation Protection Emergency Amendment Act of 2023

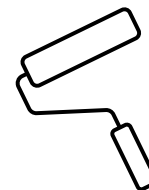
- Capped rent increases in rent-controlled units that take effect between May 1, 2023 and June 30, 2025 to a total of 12% (8% for seniors and tenants with a disability).
- Capped rent increases in rent-controlled units that take effect between July 1, 2023 through April 30, 2024 to a total of 6% (4% for seniors and tenants with a disability).

Rent-Controlled Unit Increases:	Subsidized Unit (IZ, ADU, LIHTC, HCVP) Increases:	Non-rent controlled and non-subsidized unit increases:
Limited to once every 12 months and cannot exceed 12% cumulatively between May 1, 2023 through June 30, 2025 (8% for elderly tenants and tenants with a disability).	Limits on amount and frequency of increases are determined by the laws that govern each specific program.	There is no legal limit on the amount or frequency of increases; limits are determined by contract or market rate.

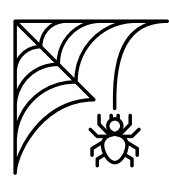


# Housing Code

Landlords **MUST** ensure that the rental 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**. This warranty is **implied** into every lease in the District and is also **explicitly** required by District regulations.

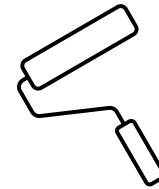


Landlords **MUST** also maintain the unit and all common areas of the building in compliance with the **housing code**.



# Housing Code

Tenants have two avenues for addressing repeated or unresolved housing code violations:



The **Department of Buildings** conducts property maintenance and housing code inspections:

**(202) 671-3500.**

Call **311** to request an **EMERGENCY INSPECTION.**

Tenants may also file a **Complaint to Enforce the Housing Code** at the **Housing Conditions Court (HCC)**, nicknamed **“Fix-it Court.”**

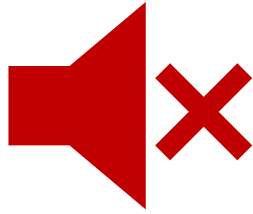


**HCC** is a court of limited jurisdiction that specializes in actions to enforce the **District of Columbia’s housing code regulations.**

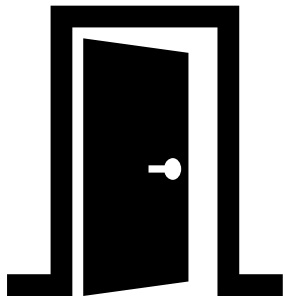
The judge at HCC **can order the landlord to make repairs to a tenant’s unit and/or common areas** of the housing accommodation.



# Quiet Enjoyment



- Landlords **MUST** make *reasonable* efforts to address disturbances caused by other tenants in the building.
- Landlords **may** make any necessary repairs but **may not** unreasonably interfere with the tenant's "**quiet enjoyment**" of the premises.

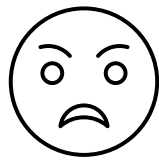


# Quiet Enjoyment

Landlords **MUST** give tenants a **48 hour WRITTEN NOTICE** to enter the unit in nonemergency situations.

Landlords can only enter **Monday - Saturday** from **9 AM to 5 PM.**

By law, a landlord **may not** pressure a tenant to vacate the unit.



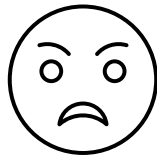
# Discrimination

The landlord **may not** discriminate against any **tenant** or **prospective tenant** who has a protected trait.

- Protected traits include race, color, religion, national origin, sex, age, personal appearance, sexual orientation, gender identity or expression, genetic information, political affiliation, family responsibilities, disability, familial status, matriculation, marital status, source of income, place of residence or business, status as a victim of an intrafamily offense, sealed eviction record, and homeless status.

## Prohibited discriminatory acts include:

- Refusing to rent based on a protected trait.
- 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.



# Discrimination

## Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022

### - Voucher holder protections -

The purpose of this legislation was to protect tenants with subsidies who may have had poor credit or late rent payments in the past.

This legislation makes it an unlawful discriminatory practice if a landlord takes certain actions against prospective tenants with income-based housing subsidies based on

- (1) certain prior nonpayment or late payment of rent history;
- (2) income level;
- (3) credit score or lack of credit score; or,
- (4) any credit issues that happened while the tenant did not have the housing subsidy.

It means landlords cannot charge:

- The prospective tenant with fees or deposits that they would not charge other prospective tenants that do **not** have a housing subsidy; or,
- A greater rent than they would charge other prospective tenants who do **not** have a housing subsidy.



# Evictions

The landlord may terminate a tenancy for only one of the ten specific statutory reasons:

1. Nonpayment of rent; \$600 or more of rent arrears (per the Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022)
2. Violation of an obligation of tenancy, of which the tenant failed to correct after notice;\*
3. Tenant performed an illegal act within the rental unit;\*
4. Landlord seeks in good faith to occupy the rental unit for personal use and occupancy;\*
5. Landlord sells rental unit to a party who seeks in good faith to occupy the rental unit for personal use and occupancy;\*
6. Landlord seeks to renovate rental unit in a manner in which tenant cannot safely occupy;\*
7. Landlord seeks to demolish rental unit;\*
8. Landlord seeks to substantially rehabilitate rental unit;\*
9. Landlord seeks to discontinue use for rental housing and occupancy;\*
10. Landlord seeks to convert rental unit to a condominium or cooperative.\*

\* denotes that a filing with the Rental Accommodations Division is required.



# Evictions

Landlords may file an eviction **ONLY IF** they possess:

- (1) A current **Basic Business License\*** and/or
- (2) Have filed for or registered for a claim of exemption from the Rent Administrator as well as
- (3) Must provide photographic [readable date/time stamped] evidence of a notice, including for past due rent

\*Per the Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022



# Evictions

A tenant may not be evicted because their initial lease term expires, for unpaid late fees or because the rental property was foreclosed upon.

In order to evict a tenant, the landlord **MUST** go through the judicial process. The tenant must be given:

- A written Notice to Vacate, (or “notice of past due rent” for the nonpayment of rent.)
- 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.



# Evictions

All evictions in the District of Columbia **MUST BE** scheduled and supervised by the **United States Marshals Service**.

**Self-help evictions** (changing locks, removing personal property), where the landlord attempts to evict a tenant without the involvement of the **U.S. Marshals Service**, are **PROHIBITED**.

Contact the **Metropolitan Police Department** if a landlord attempts a self-help eviction.



# Evictions

Following the eviction 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** after the time of eviction, unless removed by the evicted tenant.



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**.

# Court Sealing Requirements



## Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022

**Mandatory sealing**\*: Requires the Superior Court to seal certain eviction records.

- 30 days after the final resolution if the judgment is not in favor of the landlord.
- 3 years after the final resolution if the judgment is for the landlord, but the clock resets at zero if this happens again during the 3 years (i.e. no sealing of any records until the tenant goes three years without any landlord winning an eviction case against the tenant).

\*Per the Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022

# Court Sealing Requirements

## Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022

**Discretionary sealing**\*: Authorizes the Superior Court to seal certain evictions records upon motion by a defendant:

- Where tenant demonstrates by preponderance of evidence that:
  - The proceeding is over an amount \$600 or less;
  - The tenant was evicted under a government site-based or tenant-based housing assistance program;
  - The eviction was retaliatory under the Rental Housing Act or the Human Rights Act;
  - The landlord violated the housing regulations (broadly, not just unit conditions) or the property maintenance code in relation to the unit;
  - The eviction was related to the tenant being a victim of domestic violence, dating violence, sexual assault, or stalking;
  - The parties entered a settlement agreement that did not result in the landlord recovering possession; or
- Where the Court determines there are other grounds justifying relief.

\*Per the Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022

# 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.



# Retaliation

The landlord **may not retaliate** against a tenant for exercising any tenancy right.

- Examples of protected tenancy rights include:
  - Requesting that landlord make repairs necessary to bring rental unit into compliance with the housing code;
  - Contacting District government officials concerning suspected housing code violations;
  - Organizing or involvement in a tenant association;
  - Efforts to secure any right under the lease; or
  - Bringing a legal action against landlord.

## **Prohibited acts of retaliation include:**

Unlawfully seeking to recover possession of the unit, increasing the rent, decreasing services, increasing the tenant's obligations, violating the tenant's privacy, harassment, and refusing to honor the lease.

D.C. Code § 45-3502.02

14 D.C.M.R. § 307



# TOPA

## Tenant Opportunity to Purchase Act (TOPA)

Before selling the multi-family rental accommodation, discontinuing rental use, or demolishing the rental unit, the landlord **MUST** offer the tenants the opportunity to purchase the accommodation.

Not all transactions warrants a tenant's right to purchase the building.

- Transfer
- Foreclosure

For more information on TOPA, contact the Office of the Tenant Advocate for free trainings.

D.C. Code § 42-3404.02



# Vacating Unit

- If moving out at the end of initial lease term, **send written notification** to the landlord in accordance with the time specified in the lease.
  - If lease does not contain a specific notice provision, provide notice at least 30 days in advance. If lease requires a notice longer than 30 days, there are additional legal requirements for the lease provision to be enforceable.
- During a **month-to-month tenancy**, the notification period by law is 30 days prior to the date intended to vacate.
  - Note: the 30-day period starts at the beginning of the next lease period.

D.C. Code § 42-3505.53

D.C. Code § 42-3505.54

# Vacating Unit



- Contact the landlord and arrange a unit walk-through. Use a smart phone or camera to document the condition of the unit at move-out. Be sure to have the landlord sign-off on the condition of unit.
- Do not forget to provide a forwarding address to the landlord for the return of the security deposit.



# Key Takeaways

- Tenants have the right to continue their tenancy month-to-month indefinitely with legally permissible rent increases.
- There are only 10 legally permissible reasons for a landlord to evict a tenant. A lease ending is not one of them.
- A written lease is not required to establish tenancy.
- Rent control means the rent cannot increase more than 12% cumulatively between May 1, 2023 and June 30, 2024 (8% for elderly tenants and tenants with a disability).
- Landlords must return security deposits.
- Past eviction records may be sealed.
- Tenants always have the right to organize and form a Tenant Association.
- Discrimination against protected classes, including against those paying rent with a voucher or subsidy, is illegal.
- Landlords must provide at least 30 days notice in writing before filing for eviction or increasing the rent.



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If you have questions or concerns about your rights as a tenant contact the

**District of Columbia  
Office of the Tenant Advocate**

**202-719-6560**

**@OTAatDC**

**[ota.dc.gov](http://ota.dc.gov)**