



Government of the District of Columbia
Department of Consumer and Regulatory Affairs
Inspections and Compliance Administration

Inspection Consent Form

Tenant's Name: _____

Address: _____

Telephone #: _____ Cell #: _____

The Department of Consumer and Regulatory Affairs (DCRA) Inspection and Compliance Administration

_____ has _____ does not have (check one)

my permission to enter my unit for the purpose of inspecting the unit to determine whether it complies with the District of Columbia's construction and housing codes.

Signed: _____
Tenant Date

If I am not present for an inspection of my unit, I give _____ BBL PROCESSORS _____ (print name of owner or owner's agent) permission to let DCRA's inspectors into my unit to perform the inspection.

Signed: _____
Owner or Owner's agent Date

Any questions related to the inspection should be directed to DCRA's Scheduling Unit at (202) 442-9557 option 6.



District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division (RAD)
1800 Martin Luther King Jr. Avenue SE
Washington, DC 20020
(202) 442-9505

**NOTICE OF TENANT RIGHTS REGARDING
HOUSING PROVIDER DISCLOSURE FORMS
(NOTICE OF DISCLOSURE FORMS)**

Dear Tenant:

In accordance with the provisions of the Rental Housing Act of 1985, as amended (Act), as codified at D.C. OFFICIAL CODE § 42-3502.22 (Supp. 2008), you are notified that the Disclosure to Applicants and Disclosure to New and Existing Tenants, which contain information and documents on each Rental Unit, are available to you for inspection at a publicly accessible area of the Housing Accommodation. The contents of the Disclosure to Applicants and Disclosure to New and Existing Tenants shall be updated within thirty (30) days of any change.

Tenant's Name & Address (Do not use a P.O. Box Number):

Housing Provider's Name & Business Address (Do not use a P.O. Box Number):

Housing Provider's Telephone and E-mail Address: _____

Housing Accommodation Name and Address:

Housing Accommodation Registration or Exemption Number: _____

The Disclosure to Applicants and Disclosure to New and Existing Tenants contain the following information:

1. The applicable rent for the Rental Unit;
2. Any petitions pending that could affect the Rental Unit or Housing Accommodation;
3. Any surcharges (temporary rent increases) in effect;
4. Notification regarding the frequency of increases in the Rent Charged;
5. Status of Rental Unit or Housing Accommodation as Rent-Controlled or Exempt;
6. The current business license;
7. The RAD Registration/Claim of Exemption Form;

8. The most recent Amended Registration Form (if applicable);
9. Housing Violation Notices issued in the last twelve (12) months;
10. The pamphlet, What You Should Know About Rent Control in the District of Columbia, published by the Rent Administrator that explains the laws and regulations applicable to adjustments in the Rent Charged and petitions filed under the Act;
11. The amount of any nonrefundable application fee;
12. The initial security deposit amount, interest thereon, and how the deposit is returned to the Tenant;
13. The registration status of the Rental Unit or Housing Accommodation as an existing condominium, cooperative or non-housing use, or whether the Rental Unit or Housing Accommodation is in the process of converting to such use; and
14. The ownership information of the Rental Unit or Housing Accommodation as indicated in the RAD Registration /Claim of Exemption Form.

Location of the Disclosure to Applicants and Disclosure to New Tenants

The Applicant Disclosure Form and Disclosure of Basis of Rent Charged Form are maintained in a publicly accessible area of the Housing Accommodation:

- At the on-site reception desk or rental office;.
- At the on-site residence of the manager or superintendent;.
- At the office of the on-site management company or Housing Provider;
- At other on-site location (please specify): _____.

Note: A copy of the Applicant Disclosure Form and Disclosure of Basis of Rent Charged Form will be delivered to a tenant within ten (10) business days after a written request from the Tenant, at no charge, once a year.

**NOTICE OF PENALTIES FOR FAILURE TO COMPLY WITH
TENANT INSPECTION AND DISCLOSURE REQUIREMENTS**

The Rent Charged for any Rental Unit in a Housing Accommodation shall not be increased if the Housing Provider (a) willfully violates any provision of D.C. OFFICIAL CODE § 42-3502.22 (Supp. 2008) or (b) fails to comply with any provision of D.C. OFFICIAL CODE § 42-3502.22 (Supp. 2008) within ten (10) business days of written notice from the Rent Administrator.

Name of Housing Provider [Type or Print]

Signature of Housing Provider

Date

If you have any questions about this Disclosure, please direct them to the Rental Accommodations Division in writing at 1800 Martin Luther King Jr. Avenue SE, Washington, DC 20020. You may call (202) 442-9505 between the hours of 8:30 am and 4:30 pm, or visit the Housing Resource Center, first floor Monday thru Friday between the hours of 8:30 and 3:30 pm.

PAMPHLET

WHAT YOU SHOULD KNOW ABOUT RENT CONTROL IN THE DISTRICT OF COLUMBIA

Revised October 2018

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Deputy Mayor for Planning and Economic Development

Polly Donaldson, DHCD Director
1800 Martin Luther King Jr. Avenue SE
Washington, DC 20020

Table of Contents

Introduction	3
Key Divisions	3
Rental Accommodations Division	3
Office of Administrative Hearings	3
Rental Housing Commission	3
Rent Control Terms	3
Applicability	3
Registration	4
Increases in Rent	4
Allowable Rent Increases Based on CPI-W.....	4
Rent Increases When a Unit Becomes Vacant or “Vacancy Increase”	5
Other Allowable Rent Increases	5
Hardship	5
Capital Improvements	5
Services And Facilities	6
Substantial Rehabilitation	7
70 Percent Voluntary Agreement	7
Tenant Petition	7
Protections for Elderly and Disabled Persons	8
Act and Regulations	8
Where to Get Help	9
Technical Assistance and Resource Support for Housing Providers and Tenants	10

Introduction

This pamphlet will help you understand rent control laws and regulations. The rent control law is the Rental Housing Act of 1985 (D.C. Law 6-10) as amended (the Act), which is codified as D.C. Official Code §42-3501.01 et seq., as well as the corresponding D.C. Municipal Regulations, Title 14, Chapter 4200 et seq. You can find the complete law in most District of Columbia public libraries or online at:

<https://code.dccouncil.us/dc/council/code/titles/42/chapters/35/subchapters/11/>.

Key Divisions

Rental Accommodations Division

The Rental Accommodations Division (RAD), which is part of the Department of Housing and Community Development's (DHCD) Housing Regulation Administration (HRA), is responsible for administering the Act. The head of RAD is the Rent Administrator. HRA was transferred from the Department of Consumer and Regulatory Affairs (DCRA) to DHCD effective October 1, 2007.

Office of Administrative Hearings

The Office of Administrative Hearings (OAH) conducts hearings on RAD petitions.

Rental Housing Commission

A separate, three-member Rental Housing Commission (RHC) is the first level of appeal of the decisions made on RAD petitions. The RHC also writes regulations under the Act.

Rent Control Terms

Under the Act, an apartment building, apartment complex or house is called a *housing accommodation*, and a single apartment or room is called a *rental unit*. A tenant is a *tenant*, but a landlord is referred to as a *housing provider*.

Applicability

The Act applies to all housing accommodations and rental units in the District of Columbia. The rent adjustment section of the Act does not apply to rental units that are specifically exempted by the Act. The most common exemptions are rental units in these categories:

- federally or District-subsidized rental units;
- rental units built after 1975;
- rental units (including condominium or cooperative units) owned by a natural person who owns no more than four rental units;
- rental units that were vacant when the Act took effect; and

- Housing accommodations under a building improvement plan and receiving rehabilitation assistance through DCHD.

Registration

Every housing accommodation or rental unit must be registered with RAD by filing a RAD Registration and Claim of Exemption form. Once registered, the housing accommodation or rental unit is assigned a registration number. If the housing accommodation or rental unit is subject to an exemption, it is assigned an exemption number. If a housing accommodation or rental unit was initially exempt from the Act but later becomes subject to the Act, the housing provider must amend the RAD Registration and Claim of Exemption form at that time. Changes in ownership or management must be filed with RAD within 30 days of the event.

Increases in Rent

Under the Act, any increase in rent for a rental unit that is not subject to an exemption must meet these conditions:

1. The new rent charged may not be more than the prior rent plus an allowable increase, as described below.
2. The increase in rent charged cannot be more than the increase allowed under any single section of the Act.
3. The last increase in rent must have been at least 12 months ago (unless the unit is vacant).
4. The increase must not violate the terms of the lease.
5. The housing accommodation must be properly registered with the RAD.
6. The rental unit and the housing accommodation's common elements must be in substantial compliance with housing condition regulations.
7. The housing provider must give a tenant a 30-day notice of any increase in rent.

Allowable Rent Increases Based on CPI-W

The most common allowable increase in rent is an annual adjustment, based on the increase in the Consumer Price Index (CPI-W). For most tenants, the most that their rent can increase is the CPI-W percentage plus 2 percent, but not more than 10 percent. For tenants who are elderly or disabled, the maximum increase in rent charged is the only the CPI percentage or the Social Security Act Cost of Living Adjustment (COLA), whichever is less, but not more than 5 percent.

Allowable increases based on CPI or COLA are sometimes called *automatic* – because no petition or other special steps are required.

Rent Increases When a Unit Becomes Vacant or ‘Vacancy Increase’

The only exception to the limit of one rent increase per year is when a rental unit becomes vacant. The housing provider can raise the rent charged upon a vacancy to:

1. 10 percent more than was charged to the former tenant; or
2. rent for a comparable rental unit, but not more than 30 percent.

Comparable rental units have essentially the same square footage and floor plan; comparable amenities and equipment; comparable locations with respect to exposure and height (if exposure and height have previously been factors in the amount of rent charged) and comparable physical condition.

Once there has been a vacancy increase in rent, the housing provider cannot make another increase in rent of any type for 12 months, even if another vacancy occurs.

Other Allowable Rent Increases

A housing provider may choose to seek larger allowable increases under other provisions of the Act, including hardship, capital improvements, services and facilities or substantial rehabilitation, or agreement with 70 percent of the tenants. The other allowable increases, described in more detail below, are not automatic. The housing provider must petition or otherwise seek the consent of the Rent Administrator, and tenants may choose to participate in the process, often at hearings before an administrative hearing judge.

Hardship

Under the Act, housing providers are allowed to raise rents enough to earn a 12 percent rate-of-return on the housing provider’s rental property investment.

To apply for this increase, the housing provider must document operating expenses for 12 of the last 15 months preceding the filing of the hardship petition. RAD will notify the tenants that a hardship petition has been filed and allow the tenants to designate a representative to support or oppose it.

RAD performs an audit of the hardship petition and supporting documents. The Rent Administrator issues an order granting or denying the hardship petition. The housing provider and tenants may each submit exceptions and objections to the Rent Administrator’s order. If exceptions and objections are submitted, a hearing will be held with OAH to resolve the disputed matters. OAH then issues an order setting the rent increase.

Capital Improvements

A housing provider can petition to increase rents by an amount enough to cover the cost of capital improvements. This type of increase in rent is called a *surcharge*. A capital improvement is an improvement or renovation other than ordinary repair, repair or maintenance if the improvement or renovation is deemed depreciable under the Internal Revenue Code. A housing provider files a

petition, serves copies to the tenants, and presents the case to OAH. For non-emergency improvements, the capital improvement petition must be filed before the work begins. For emergency improvements, the capital improvement petition must be filed no later than 10 calendar days after the installation of the emergency improvement. Tenants may support or oppose the petition. If OAH does not approve or deny the surcharge within 60 days after the petition is filed, the housing provider may begin to perform the work pending OAH approval. If OAH approves the surcharge, the housing provider completes the work and may then raise rents.

OAH makes a ruling on the petition, based on whether:

- the improvement will protect or enhance the health, safety and security of the tenants or the habitability of the housing accommodation;
- the improvement will be depreciable under the Internal Revenue Code;
- required governmental permits and approvals have been secured; and
- the design and cost of the work are sufficiently documented.

In addition to the work's cost, the housing provider can include financing costs, including interest and service charges. The housing provider must spread the costs of a building-wide improvement project over 96 months. For an improvement to one or more but not all rental units, the costs must be spread over 64 months. Only units affected by the capital improvements are subject to rent increases.

The surcharge may be no more than 20 percent of the prior rent charged for a building-wide capital improvement and no more than 15 percent for an improvement that does not affect all rental units.

The Act allows a housing provider to continue the surcharge until the housing provider has recovered all costs, including interest and service charges, of the capital improvement. Certain low-income elderly and disabled tenants can be exempted from a capital improvement surcharge.

The surcharge is terminated once the housing provider recovers all costs of the capital improvements.

Services and Facilities

The Act allows an adjustment in rents when related services or facilities supplied by a housing provider or a housing accommodation or for any rental unit in the housing accommodation are increased or decreased.

A housing provider files a petition, serves copies to the tenants, and presents the case for the change at an OAH hearing. Tenants may support or oppose the petition. OAH makes a ruling on the petition, based on:

- the cost to the tenant of buying alternate related services or facilities comparable;
- the operating cost to the housing provider of the related services or facilities; or
- the fair market value of comparable related services or facilities.

Substantial Rehabilitation

The housing provider may submit a petition to raise rents for a substantial rehabilitation of the housing accommodation. A substantial rehabilitation petition is filed only when proposed rehabilitation cost equals or is more than 50 percent of the real property tax assessment of the rental unit or housing accommodation. The petition must include detailed plans, specifications and projected costs. The tenants are notified, a hearing is conducted, and OAH issues a decision before the work starts. The maximum allowed rent increase is 125 percent.

This rent increase is not a temporary surcharge, but a permanent increase. When determining if a substantial rehabilitation is warranted, OAH considers:

- whether the substantial rehabilitation is in the interest of the tenants;
- the existing physical condition of the rental unit or housing accommodation as shown by reports or testimony of DC housing inspectors, licensed engineers, architects and contractors, or other qualified experts;
- whether the existing physical condition impairs or tends to impair the health, safety, or welfare of any tenant;
- whether the existing physical conditions can be corrected by improved maintenance, repair or capital improvement; and
- the impact of the proposed rehabilitation on the tenant or tenants in terms of proposed financial cost, inconvenience, or relocation.

70 Percent Voluntary Agreement

The Act allows tenants of a housing accommodation to enter into a Voluntary Agreement with the housing provider to establish the rent, capital improvements, services and facilities, or repairs and maintenance. If the housing provider initiates the Voluntary Agreement, the tenants must be given at least 14 days to review it following the filing of the Voluntary Agreement with RAD and service on the tenants.

The Rent Administrator must approve the Voluntary Agreement and any conditions in the Voluntary Agreement must be met before rents can be raised. If approved, the Voluntary Agreement will affect all tenants, including those tenants who did not sign the Voluntary Agreement.

Tenant Petition

A tenant who believes that a rent adjustment is incorrect may file a tenant petition with RAD. When a petition is filed:

1. RAD accepts the Petition;
2. RAD sends the Petition to OAH for a hearing;

3. OAH conducts a hearing;
4. the tenant and the housing provider each present their argument(s); and
5. OAH issues a decision and order.

A tenant petition may address any perceived violation(s) of the Act.

Protections for Elderly and Disabled Persons

Under the Act, elderly and disabled persons are exempt from specific rent adjustments.

To qualify:

- As elderly – a tenant must be at least 62.
- As disabled – a tenant must have a disability as defined by the Americans With Disabilities Act of 1990 (Title 42, Section 12102(2)(A) of the United States Code).

A tenant who believes he or she fits the definitions of elderly or disabled under the Act should contact the Rental Accommodations Division when receiving a rent increase to determine whether he or she qualifies for an exemption from the rent increase.

Act and Regulations

This pamphlet is intended to outline the Act but does not include every detail. Interested parties are encouraged to review the Act and its regulations, or to ask a lawyer or housing professional for more help.

When laws are enacted, they are called statutes. Later they become part of the DC Official Code; in that process section numbers are changed. The website shows the law in code form. The agency usually uses statute numbers.

The section numbers from the statute appear in the notes below the text of the law.

To find the Act online, go to

<https://code.dccouncil.us/dc/council/code/titles/42/chapters/35/subchapters/II/> and click on the section you want.

The Act can be printed from the site.

The regulations are part of Title 14 of the DC Municipal Regulations. The complete regulations run from Chapter 38-43, but Chapter 42 has most key provisions.

To find the regulations online, go to

<https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=14-42&ChapterId=2275> and click on the section you want.

The regulations can be printed from the site.

Where to Get Help

For a list of organizations that provide help and support to housing providers and tenants, go to the end of this pamphlet.

At the time this pamphlet was prepared, the regulations had not been revised to correspond with the latest version of the law.

Notice of Non-Discrimination: In accordance with the DC Human Rights Act of 1977, as amended, DC Official Code Section 2-1401.01 et seq. (Act) the District of Columbia does not discriminate on the basis of actual or perceived: 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, status as a victim of an intrafamily offense, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

Technical Assistance and Resource Support for Housing Providers and Tenants

These groups and organizations provide technical assistance and resource support to housing providers and/or tenants under the Rental Housing Act of 1985 (“Act”), as amended, DC Law 6-10, DC Official Code §42-3501 et seq., pursuant to DC Official Code §42-3502.08(f) of the Act.

Archdiocesan Legal Network of Catholic Charities **

924 G Street NW
Washington, DC 20005
(202) 772-4300
<http://www.catholiccharitiesdc.org>

DC Bar Pro Bono Legal Advice and Referral Clinic/Bread for the City

1640 Good Hope Road SE
Washington, DC.20020
(202) 561-8587
www.breadforthecity.org

Apartment and Office Building Association of Metro Washington (AOBA)

1050 17th Street NW, Suite 300
Washington, DC 20036
(202) 296-3390
www.aoba-metro.org

DC Law Students in Court Program George Washington University

4640 Connecticut Avenue NW, Suite 100
Washington, DC 20001
(202) 638-4798
www.dclawstudents.org

Columbus Community Legal Clinic Catholic University School of Law

3602 John McCormick Road NE
Washington, DC 20008 (No Walk-ins)
(202) 319-6788
www.law/cua/edi/clinics/clc

Department of Consumer and Regulatory Affairs (DCRA)

1100 4th Street SW
Washington, DC 20024
(202) 442-4400
www.dkra.dc.gov

DC Bar Association Referral Service

(202) 296-7845
www.badc.org/htm/lawref.htm

Department of Housing and Community Development (DHCD)

Housing Regulation Administration
Rental Accommodations Division
Housing Service Center
1800 Martin Luther King Jr. Avenue SE
Washington, DC 20020
(202) 442-9505
www.dhcd.dc.gov

DC Bar Pro Bono Legal Advice and Referral Clinic/Bread for the City

1525 7th Street NW
Washington, DC 20001
(202) 265-2400
www.breadforthecity.org

Department of Housing and Community Development (DHCD)

Housing Provider Ombudsman*
1800 Martin Luther King, Jr. Avenue SE
Washington, DC 20020
(202) 442-7214
<https://dhcd.dc.gov/service/housing-provider-ombudsman>

Department of Housing and Community Development (DHCD)

Rental Housing Commission
441 4th Street NW, Suite 1140B North
Washington, DC 20001
(202) 442-8949
<https://dhcd.dc.gov/service/rental-housing-commission>

**George Washington University
Community Legal Clinic**

2000 G Street NW
Washington, DC 20052 (No Walk-ins)
(202) 994-7463
www.law.gwu.edu/academics: click on
“Clinics”

Harrison Institute for Public Law **

111 F Street NW, Room 102
Washington, DC 20001
(202) 662-9600
www.law.georgetown.edu/clinics/hi

Housing Counseling Services

2410 17th Street NW, Suite 100
(Adams Alley Entrance)
Washington, DC 20009
(202) 667-7006
www.housingetc.org

Landlord/Tenant Resource Center

Superior Court Building B, Room 115
1050 17th Street NW, Suite 300
Washington, DC 20036
(202) 508-1710
<https://www.dccourts.gov/services/civil-matters/landlord-tenant>

Latino Economic Development Corporation

2316 18th Street NW
Washington, DC 20009
(202) 588-5102
<http://www.ledcdc.org/>

**Legal Aid Society of the District of Columbia
Main Office**

1331 H Street NW, Suite 350
Washington, DC 20005
(202) 628-1161
www.legalaiddc.org

**Legal Aid Society of the District of Columbia
in Southeast**

2041 Martin Luther King Jr. Avenue SE
Suite 400
Washington, DC 20020
(202) 628-1161
www.legalaiddc.org

Legal Aid Society of the District of Columbia

900 Delaware Avenue SW
Washington, DC 20024
(202) 628-1161
www.legalaiddc.org

Legal Counsel for the Elderly

601 E Street NW, Suite A4400
Washington, DC 20049
(202) 434-2170
www.aarp.org/lce

Lydia's House

4101 Martin Luther King Jr. Avenue SW
Washington, DC 20024
(202) 373-1050
<http://www.lydiashousendc.org/>

Marshall Heights Community Development Organization

3939 Benning Road, NE, 2nd Floor
Washington, DC 20019
(202) 396-1200
<http://www.mhcdo.org/>

Office of Administrative Hearings (OAH)

441 4th Street NW, Suite 450 N
Washington, DC 20001
(202) 442-9094
www.oah.dc.gov

Office of the Tenant Advocate (OTA) **

2000 14th Street NW, Suite 300N
Washington, DC 20009
(202) 719-6560
www.ota.dc.gov

University of the District of Columbia**David A. Clarke School of Law
Housing/Consumer Clinic ****

4200 Connecticut Avenue NW, Bldg. 38
Washington, DC 20008
(202) 274-5120
<https://www.law.udc.edu/page/HousingClinic>

University Legal Services, Inc. (Southeast)

1800 Martin Luther King Jr. Avenue SE
Washington, DC 20020
(202) 889-2196
<http://www.uls-dc.org/>

University Legal Services (Northeast)

201 I Street NE, Suite 130
Washington, DC 20002
(202) 547-4747
<http://www.uls-dc.org/>

University Legal Services (Far Northeast)

3939 Benning Road, NE
Washington DC 20019
(202) 527-7070
<http://www.uls-dc.org/>

* for landlords only

** for tenants only

DISTRICT OF COLUMBIA OFFICE OF THE TENANT ADVOCATE

District of Columbia Tenant Bill of Rights

The Tenant Bill of Rights Amendment Act of 2014 , effective December 17, 2014 (D.C. Law 20-147; D.C. Official Code §§ 42-3531.07(8) & 42-3502.22(b)(1)) requires the D.C. Office of Tenant Advocate to publish a “D.C. Tenant Bill of Rights” to be updated periodically and noticed in the *D.C. Register*. This document is not exhaustive and is intended to provide tenants with an overview of the basic rights of tenancy in the District. Except for rent control, all these rights apply to every tenant in the District.

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 indefinitely on the same terms, except for lawful rent increases. (14 DCMR §§ 101, 106 & 300-399)
2. **SECURITY DEPOSIT**: The amount of the security deposit may not exceed the amount of 1 month’s rent. 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. If there is a “move-out” inspection, the landlord must notify you of the date and time. 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 (which must be itemized within 30 more days). (14 DCMR §§ 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 (if rent control applies); (c) any surcharges on the rent and the date they expire (if rent control applies); (d) the rent control or exempt status of the 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; (h) ownership and business license information; (i) either a 3-year history of “mold contamination” (as defined) in the unit and common areas, or proof of proper remediation; and (j) a copy of this D.C. Tenant Bill of Rights document. The landlord must make this information accessible to you throughout your tenancy. Upon a 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 & .13(d))

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 DCMR § 306)
5. **RENT INCREASES:** “Rent control” limits the amount and the frequency of rent increases. For units that are exempt from rent control, generally only the lease terms limit rent increases. If rent control applies, the landlord may not raise the rent: (a) unless the owner and manager are properly licensed and registered; (b) unless the unit and common areas substantially comply 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, if registered with the Rent Administrator; (e) by more than the CPI + 2% for all other tenants. A rent increase larger than (d) or (e) requires government approval of a landlord petition, which tenants may challenge. You also may challenge a 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*.” 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. The tenant has the right to receive a copy of a notice of violation issued to the landlord (14 DCMR §§ 106; 301; & 400-999)
7. **LEAD PAINT HAZARD:** For properties built prior to 1978, the landlord must (a) provide a prospective tenant household with a form issued by the District Department of the Environment about their rights under the D.C. lead laws; (b) provide a current lead-safe “clearance report” to (i) a prospective tenant household that includes a child less than 6 years of age or a pregnant woman, (ii) an in-place tenant household that gains such a person and requests the report in writing from the landlord, and (iii) any tenant household regularly visited by such a person; and (c) disclose to a tenant household what the landlord reasonably should know about the presence in the tenant’s unit of a lead-based paint hazard or of lead-based paint, which is presumed to be present unless there is documentation showing otherwise. (20 DCMR §§ 3300 *et seq.*)
8. **MOLD:** Upon written notice from a tenant that mold or suspected mold exists in the unit or a common area, the landlord must inspect the premises within 7 days and remediate within 30 days. Mold assessment and remediation must be performed in compliance with District regulations. (D.C. Official Code § 8-241)

9. **QUIET ENJOYMENT AND RETALIATION:** The landlord may not unreasonably interfere with the tenant's comfort, safety or enjoyment of a rental unit, whether for the purpose of causing the housing accommodation to become vacant or otherwise (D.C. Official Code § 42-3402.10). The landlord may not retaliate against you for exercising any right of tenancy. Retaliation includes unlawfully seeking to recover possession of your unit, to increase the rent, to decrease services or increase your obligations; and also includes violating your privacy, harassing you, or refusing to honor your lease. (D.C. Official Code § 42-3505.02)
10. **DISCRIMINATION:** The landlord may not engage in discriminatory acts based upon the actual or perceived: race, color, religion, national origin, sex, age, marital status, genetic information, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, status as a victim of an intra-family offense, or place of residence or business of any individual. 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.*)
11. **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)
12. **SALE AND CONVERSION:** Tenants must be given the opportunity to purchase an accommodation before the landlord sells or demolishes the accommodation or discontinues the housing use. 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 §§ 42-3404.02 & 42-3402.02)
13. **RELOCATION ASSISTANCE:** If you are displaced by alterations or renovations, substantial rehabilitation, demolition, or the discontinuance of the housing use, you may have the right to receive relocation assistance from your landlord. (D.C. Official Code § 42-3507.01)
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 **sold** or **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 generally must be given a written Notice to Vacate (an exception is non-payment of rent where you waive the right to notice in the 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)

RESOURCES

D.C. Dept. of Housing and Community Development 1800 Martin Luther King Avenue, SE Washington, DC 20020 Phone: (202) 442-9505 Fax: (202) 645-6727 Website: www.dhcd.dc.gov	D.C. Office of the Tenant Advocate 2000 14 th Street, NW, Suite 300 North Washington, DC 20009 Phone: (202) 719-6560 Fax: (202) 719-6586 Website: www.ota.dc.gov
D.C. Dept. of Consumer and Regulatory Affairs 1100 4th Street, SW Washington, DC 20024 Phone: (202) 442-4400 Fax: (202) 442-9445 Website: www.dkra.dc.gov	District Dept. of the Environment 1200 First Street, NE Washington, DC 20002 Phone: (202) 535-2600 Fax: (202) 535-2881 Website: www.ddoe.dc.gov

I/We, _____, confirm that I/We have received a Tenant Bill of Rights and Responsibilities Form on (insert date): _____.

AN ACT

D.C. ACT 9-341

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

DECEMBER 21, 1992

To amend the Housing Regulations of the District of Columbia to reflect fluctuations in interest rates paid on rent security deposits held in interest bearing accounts.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA,
That this act may be cited as the "Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992".

Sec. 2. The Housing Regulations of the District of Columbia, effective February 20, 1976 (D.C. Law 1-48; 14 DCMR 308 et seq.), is amended as follows:

- (a) Section 2906.1 (b) (14 DCMR 306.3) is amended by inserting after the phrase "District of Columbia" the phrase "insured by a federal or state agency" in its place.
- (b) Subsection 2906.4 (a) (14 DCMR 311.1) is amended by striking the phrase "a rate or not less than five percent per annum simple interest" and inserting the phrase "the passbook rate, then prevailing on January 1 and on July 1 for each six month period (or part thereof) of the tenancy which follows those dates. On those dates, the passbook rate in the District of Columbia financial institution in which the escrow account is held shall be used" in its place.
- (c) A new subsection 2908.5 is added to read as follows: "2908.5 The housing provider shall post in the lobby of the building and rental office at the end of each calendar year, the following information: where the tenants' security deposits are held and what the prevailing rate was for each six month period over the past year. At the end of a tenant's tenancy, the housing provider shall list for the tenant the interest rate for each six month period during the tenancy."

Sec. 3. This act shall take effect after a 30 day period of Congressional review following approval by the Mayor (or in the event of veto by the Mayor, action by the Council of the District of Columbia to override the veto) as provided in section 602 (c) (1) of the District of Columbia Self-Government and Governmental Reorganization Act, approval December 24, 1973 (87 Stat. 813; D.C. Code § 1-233 (c) (1)), and publication in either the District of Columbia Register, the District

101 CIVIL ENFORCEMENT POLICY

- 101.1 The maintenance, of leased or rental habitations in violation of the provisions of this subtitle, where those violations constitute a danger to the health, welfare, or safety of the occupants, is declared to be a public nuisance.
- 101.2 The abatement of the public nuisances referred to in §101.1 by criminal prosecution or by compulsory repair, condemnation, and demolition alone has been and continues to be inadequate.
- 101.3 The public nuisances referred to in §101.1 additionally cause specific, immediate, irreparable and continuing harm to the occupants of these habitations.
- 101.4 The public nuisances referred to in §101.1 damage the quality of life and the mental development and well-being of the occupants, as well as their physical health and personal property, and this harm cannot be fully compensated for by an action for damages, rescission or equitable set-off for the reduction in rental value of the premises.
- 101.5 It is the purpose of this section to declare expressly a public policy in favor of speedy abatement of the public nuisances referred to in §101.1, if necessary, by preliminary and permanent injunction issued by Courts of competent jurisdiction.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §12901, CO. 55-1503 (August 11,1955)

106 NOTIFICATION OF TENANTS CONCERNING VIOLATIONS

- 106.1 After an inspection of a habitation, the Director shall provide the tenant of the habitation a copy of any notification with respect to that habitation issued to the owner pursuant to this subtitle.
- 106.2 The notification to the tenant shall state plainly and conspicuously that it is only for the tenant's information; Provided, that if the notice places duties on the tenant, it shall state those duties.
- 106.3 In any instance where a violation of this subtitle directly involves more than one habitation, the Director shall post a copy of any notification issued to the owner pursuant to this chapter for a reasonable time in one or more locations for posting the notification shall be reasonably selected to give notice to all tenants affected.
- 106.4 No person shall alter, modify, destroy, or otherwise tamper with or mutilate a notification posted under this section.
- 106.5 Any tenant directly affected by the violation(s) shall, upon request to the Director, be sent a copy o the posted notification.
- 106.6 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations, 5G DCRR §2903(b). C.O. 55-1503 (August 11,1955).

CHAPTER 3 LANDLORD AND TENANT

Secs.

- 300 Notice to Tenant of Housing Code Provisions
- 301 Implied Warranty and Other Remedies
- 302 Voiding Lease for Violation of Regulations
- 303 Signed Copies of Agreements and Applications
- 304 Prohibited Waiver Clauses in Lease Agreements
- 305 Inspection of Premises after Breach of Warranty or Voided Lease
- 306 Written Receipts for Payments by Tenants
- 307 Prohibition of Retaliatory Acts Against Tenants
- 308 Security Deposits
- 309 Repayment of Security Deposits to Tenants
- 310 Return of Security Deposit Inspection of Premises
- 311 Interest on Security Deposit Escrow Accounts
- 399 Definitions

102 NOTICE TO TENANTS OF HOUSING CODE PROVISIONS

102.1 The owner of each habitation shall provide to each existing tenant, and shall at the commencement of any tenancy provide to the tenant, a copy of the provisions of this chapter and a copy of the following sections of chapter 1 of this subtitle:

- (a) Chapter 1, §101 (Civil Enforcement Policy); and
- (b) Chapter 1, §106 (Notification of Tenants Concerning Violations).

AUTHORITY: Unless otherwise noted, the authority for this chapter is contained in paragraphs 28 and 48 of §7 of An Act to make appropriations to provide for the government of the District of Columbia for fiscal year ending June 30, 1903, and for other purposes, public No. 218, approved July 1, 1902, as amended by An Act approved July 1, 1932, and as further amended by An Act approved July 22 1947.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR§2904C.O. 56-1503 (August 11, 1965)

103 IMPLIED WARRANTY AND OTHER REMEDIES

103.1 There shall be deemed to be included in the terms of any lease or rental agreement covering a habitation an implied warranty that the owner will maintain the premises in compliance with this subtitle.

103.2 The rights, remedies, and duties set forth in this chapter shall not be deemed to be exclusive of one another unless expressly so declared or to preclude a court of law from determining that practices, acts lease provisions and other matters not specifically dealt with in this chapter are contrary to public policy or are unconscionable or otherwise unlawful.

SOURCE: The Housing Regulations of the District of Columbia 5G DCRR §§2902.2913 C.O. 56-1503 (August 11, 1965)

104 VOIDING LEASE FOR VIOLATION OF REGULATIONS

- 104.1 The leasing of any habitation which at the beginning of the tenancy is unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not those violations are subject of a notice issued under this subtitle) of which the owner has knowledge or reasonably should have knowledge, shall render void the lease or rental agreement for the habitation.
- 104.2 After the beginning of the tenancy, If the habitation becomes unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not the violations are the subject of a notice issued under this subtitle), the lease or rental agreement for the habitation shall be rendered void if both of the following apply.
- (a) The violations did not result from the intentional acts or negligence of the tenant or his or her invitees; and
 - (b) The violations are not corrected within the time allowed for correction under a notice issued under this subtitle (or, If a notice has not been issued, within a reasonable time after the owner has knowledge or reasonably should have knowledge of the violations)

SOURCE: The Housing Regulations of the District of Columbia 5G DCRR §2902, C.O. 55-1503 (August 11, 1955).

105 SIGNED COPIES OF AGREEMENTS AND APPLICATIONS

- 105.1 In each lease or rental of a habitation entered into after June 12, 1970, the owner shall provide to the tenant upon execution (or within seven (7) days after execution) an exact legible, completed copy of any agreement or application, which the tenant has signed.
- 105.2 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia 5G DCRR §2905, C.O. 55-1503 (August 11, 1955).

106 PROHIBITED WAIVER CLAUSES IN LEASE AGREEMENTS

- 106.1 Any provision of any lease or agreement contrary to, or providing for a waiver of, the terms of this chapter, or §101 or §106 of chapter 1 shall be void and unenforceable.
- 106.2 No person shall cause any of the provisions prohibited by this section to be included in a lease or agreement respecting the use of the property in the District of Columbia, or demand that any person sign a lease or agreement containing any such provision.
- 106.3 No owner shall cause to be placed in a lease or rental agreement any provision exempting the owner or premises from liability or limiting the liability of the owner or the residential premises from damages for injuries to persons or property caused by or resulting from the negligence of the owner (or the owner's agents, servants, or employees) in the operation, care, or maintenance of the leased premises, or any facility upon or portion of the property of which the leased premises are a part.

- 304.4** No owner shall place (or cause to be placed) in a lease or rental agreement a provision waiving the right of a tenant of residential premises to a jury trial or requiring that the tenant pay the owner's court costs or legal fees, or authorizing a person other than the tenant to confess judgment against a tenant. This subsection shall not preclude a court from assessing court or legal fees against a tenant in appropriate circumstances.
- 304.5** The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia 5G DCRR §§2912,2906 2907, C.O. 55-1503 (August 11,1955)

305 INSPECTION OF PREMISES AFTER BREACH OF WARRANTY OR VOIDED LEASE

- 305.1** Following a judicial determination that the owner has breached the implied warranty of habitability applying to the premises (under §301 of this chapter), or following a judicial determination that a lease or rental agreement is voided, the owner shall obtain a certificate from the Director that the habitation is in compliance with this subtitle prior to the next reletting of the habitation.

SOURCE: The Housing Regulations of the District of Columbia 5G DCRR §2611, C.O. 55-1503 (August 11, 1955)

306 WRITTEN RECEIPTS FOR PAYMENTS BY TENANT

- 306.1** In each lease or rental of a habitation, the owner shall provide written receipts for all monies paid to him or her by the tenant as rent, security, or otherwise, unless the payment is made by personal check.
- 306.2** Each receipt issued under this section shall state the following:
- (c) The exact amount received;
 - (d) The date the monies are received; and
 - (e) The purpose of the payment.
- 306.3** Each receipt shall also state any amounts still due which are attributable to late charges court costs, or any other such charge in excess of rent.
- 306.4** If payment is made by personal check, and there is a balance still due which is attributable to late charges, court cost, or any other such charge in excess of rent, the owner shall provide a receipt stating the nature of the charges and the amount due.
- 306.5** The provision of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia 5G DCRR §2906, C.O. 55-1503 (August 11,1955)

307 PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS

- 307.1** No action or proceeding to recover possession of a habitation may be brought against a tenant, nor shall an owner otherwise cause a tenant to quit a habitation involuntarily, in retaliation for any of the tenant's actions listed in § 307.3.
- 307.2** No demand for an increase in rent from the tenant, nor decrease in the services to which the tenant has been entitled, nor increase in the obligations of a tenant shall be made in retaliation against a tenant's actions listed in §307.3.
- 307.3** This section prohibits the taking of any of the actions set forth in this section in retaliation against the tenant for any of the following actions by a tenant:
- (a) A good faith complaint or report concerning housing deficiencies made to the owner or a government authority, directly by the tenant or through a tenant organization;
 - (b) The good faith organization of a tenant organization or membership in a tenant organization;
 - (c) The good faith assertion of rights under this subtitle, including rights under §301 and §302 of this chapter, or §101 of chapter 1 of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §2910, C.O. 55-1503 (August 11, 1955)

308 SECURITY DEPOSITS

- 308.1** For purpose of this chapter, the term "security deposit" shall mean all monies paid to the owner by the tenant as a deposit or other payment made as security for performance of the tenant's obligations in a lease or rental of the property.
- 308.2** On or after February 20,1976, any security deposit or other payment required by an owner as security for performance of the tenant's obligations in a lease or rental of a dwelling unit shall not exceed an amount equivalent to the first full month's rent charged that tenant for the dwelling unit, and shall be charged only once by the owner to the tenant.
- 308.3** All monies paid to an owner by tenants for security deposits or other payment made as security for performance of the tenant's obligations shall be deposited by the owner in an interest bearing escrow account established and held in trust in a financial institution in the District for sole purpose of holding such deposits or payments.
- 308.4** All monies held by an owner on February 20, 1976 for security deposits or other payments covered by this section shall be paid into an escrow account within thirty (30) days.
- 308.5** The owner of more than one residential building may establish one (1) escrow account for holding security deposits or other payments by the tenants of those buildings.
- 308.6** For each security deposit or other payment covered by this section, the owner shall clearly state in the lease or agreement or on the receipt for the deposit or other payment, the terms and condition under which the payment was made.

- 308.7** The provision of this section shall not be applicable to Federal or District of Columbia agencies dwelling units leased in the District of Columbia or to units for which rents are Federally subsidized.

SOURCE: The Housing Regulations of the District of Columbia 5G DCRR §2908, C.O. 55-1503 (August 11, 1955) as amended by §3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975).

309 REPAYMENT OF SECURITY DEPOSITS TO TENANTS

- 309.1** Within forty-five (45) days after the termination of the tenancy , the owner shall do one of the following:

- (a) Tender payment to the tenant, without demand, any security deposit and any similar payment paid by the tenant as a condition of tenancy in addition to the stipulated rent., and any interest due the tenant on that deposit or payment as provided in §311; or
- (b) Notify the tenant in writing, to be delivered to the tenant personally or by certified mail at the tenant's last known address, of the owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement.

- 309.2** The owner, within thirty (30) days after notification to the tenant pursuant to the requirement of §309.1 (b), shall tender a refund of the balance of the deposit or payment, including interest, not used to defray such expenses, and at the same time give the tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.

- 309.3** Failure by the owner to comply with §309.1 and §309.2 of this section shall constitute prima facie evidence that the tenant is entitled to full return, including interest as provided in §311, of any deposit or other payment made by the tenant as security for performance of his or her obligations or as a condition of tenancy, in addition to the stipulated rent.

- 309.4** Failure by the owner to serve the tenant personally or by certified mail, after good faith effort to do so, shall not constitute a failure by the owner to comply with §309.1 and §309.2 of this section.

SOURCE: The Housing Regulations of the District of Columbia 5G DCRR §2908, C.O. 55-1503 (August 11, 1955) ; as amended by §3 of the Security Deposit Act Law 1-48, 22 DCR 2823 (November 28, 1975).

310 RETURN OF SECURITY DEPOSIT; INSPECTION OF PREMISES

- 310.1** In order to determine the amount of the security deposit or other payment to be returned to the tenant, the owner may inspect the dwelling unit within (3) days, excluding Saturday, Sundays, and holidays, before or after the termination of the tenancy.

- 310.2** The owner shall conduct the inspection, if the inspection is to be conducted, at the time and place of which notice is given to the tenant.

- 310.3** The owner shall notify the tenant in writing of the time and date of the inspection.

310.4 The notice of inspection shall be delivered to the tenant, or at the dwelling unit in question, at least ten (10) days before the date of the intended inspection.

SOURCE: The Housing Regulations of the District of Columbia 5G DCRR §2908. C.O. 55-1503 (August 11, 1955) ; as amended by §3 of the Security Deposit Act Law 1-48, 22 DCR 2823 (November 28, 1975).

311 INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS

311.1 The interest in the escrow account described in §309 on all money paid by the tenant prior to or during the tenancy as a security deposit, decorating fee, or similar deposit or fee shall commence on the date the money is actually paid by the tenant, or within thirty (30) days after February 20, 1976, whichever is later, and shall accrue at a rate of not less than five percent (5%) per annum simple interest.

311.2 Interest on an escrow account shall be due and payable by the owner to the tenant upon termination of any tenancy of duration of twelve (12) months or more, unless an amount is deducted under procedures set forth in §309.

311.3 Except in cases where no interest is paid to the tenant as provided in §311.2, no interest or other consideration shall insure to the benefit of the owner by reason of the owner's control over escrow account nor shall the account be assigned or used as security for loans.

311.4 It is the intent of this section that the account referred to in this section and §309 shall be used solely for the purpose of securing the lessees' performance under the lease.

311.5 This section and §309 and §310 shall not be subject to the notice requirements of any other section of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia 5G DCRR §2908. C.O. 55-1503 (August 11, 1955) ; as amended by §3 of the Security Deposit Act Law 1-48, 22 DCR 2823 (November 28, 1975).

399 DEFINITIONS

399.1 The provisions of §199 of chapter 1 of this title and the definitions set forth in that section shall be applicable to this chapter.