

District of Columbia Tenant Bill of Rights

The Tenant Bill of Rights Amendment Act of 2014¹ requires the D.C. Office of the Tenant Advocate to publish a “D.C. Tenant Bill of Rights” (TBR) to be updated periodically and published in the D.C. Register. This document provides an overview of the basic rights of residential tenancy in the District. It is not exhaustive and does not constitute legal advice. Except for rent control and the right of purchase, the rights below generally apply to every tenant in the District.² See ota.dc.gov/publication/tbr-addendum for a TBR addendum including further information about your tenant rights and other resources.

1. **DISCLOSURE OF INFORMATION:** When you apply to lease a rental unit, the landlord must disclose: **(a)** the rent; **(b)** whether the unit is rent-controlled; **(c)** how often the rent may be increased; **(d)** housing code violations that are less than a year old or remain unabated; **(e)** the amount of any application fee; **(f)** the amount, interest rate, and means of return for any security deposit; **(g)** any pending condo or co-op conversion; **(h)** ownership and business license information; **(i)** either a 3-year history of mold contamination in the unit and common areas, or proof of proper remediation; **(j)** a D.C. Board of Elections voter registration packet; and **(k)** a copy of this D.C. Tenant Bill of Rights document. **For a rent-controlled unit**, the landlord must also disclose: **(l)** any surcharges on the rent and the date they expire; **(m)** any pending petition that could affect the rent; and **(n)** a pamphlet published by the Rent Administrator explaining rent control’s restrictions on rent increases. The landlord must make this information accessible to you for your review throughout your tenancy. Once per year during your tenancy, upon your request, the landlord must provide you a copy of (1) the above information; and (2) the amount of, and the basis for, each rent increase for the prior 3 years. At the start of your tenancy, the landlord must also provide you with copies of certain District housing regulations, including those for landlord and tenant relations. (D.C. Official Code §§ 42-3502.22 & .13(d); 14 D.C. Municipal Regulations (DCMR) §§ 101, 106 & 300-399).
2. **LEAD HAZARD DISCLOSURE:** The landlord must provide you with a lead pipe disclosure form and information about whether the unit may have a lead water service line. For properties built prior to 1978, the landlord must provide a prospective tenant household with a form issued by the Department of Energy and the Environment about their rights under D.C. lead laws. The landlord must also provide a current lead-safe “clearance report” to **(a)** a prospective tenant household that includes a child less than 6 years of age or a pregnant woman; **(b)** upon request a current tenant household that gains such a person; and **(c)** upon request, any tenant household regularly visited by such a person. The landlord must disclose to a tenant household what the landlord reasonably should know about the presence in the unit of a lead-based paint hazard or of lead-based paint. Lead-based paint is presumed to be present in properties built prior to 1978 unless there is an inspection report showing otherwise. (D.C. Official Code §§ 8–231.04; 42-3271).
3. **LEASE:** A written lease is generally *not* required to establish a tenancy. If there is a written lease, the landlord must provide you with a copy and all addenda. Certain lease clauses are prohibited, including waiver of landlord liability for failing to properly maintain the property. **The landlord may not change a material term of your lease without your agreement.** After the initial lease term expires, you generally have the right to continue your tenancy month-to-month indefinitely on the

¹ Effective December 17, 2014 (D.C. Law 20-147; D.C. Official Code §§ 42-3531.07(8) & 42-3502.22(b)(1)).

² For additional rights that apply D.C. Housing Authority (DCHA) public housing tenants, visit <https://www.dchousing.org/wordpress/wp-content/uploads/2022/05/Public-Housing-Bill-of-Rights.pdf>.

same material terms, except for lawful rent increases.³ (14 DCMR §§ 101, 106 & 300-399; D.C. Official Code § 42-3505.01(a)(1)).

4. **SECURITY DEPOSIT:** The amount of the security deposit may not exceed the initial monthly rent amount, and must be held in an interest-bearing account. Within **45 days** after you vacate the unit, the landlord must either return your security deposit **with interest** (for tenancies of 12+ months) or provide you with written notice of any unpaid amounts due to the landlord. Within **30 days** following the initial notice, **(a)** you may attempt to resolve any dispute with the landlord regarding these amounts; and **(b)** the landlord must return the balance of the security deposit. The costs of repairing damage caused by the tenant or a guest are legitimate costs; the costs of repairing ordinary wear and tear are not. (14 DCMR §§ 308-311; D.C. Official Code § 42-3502.17).
5. **RECEIPTS FOR RENTAL PAYMENTS:** The landlord must give you a receipt (including for an electronic payment), unless a payment you make to the landlord is by personal check **and** fully satisfies the amount owed. The receipt must state the amount, purpose, and date of the payment, as well as the amount of any money that remains due. (14 DCMR § 306).
6. **RENT INCREASES:** Any tenant is entitled to a minimum of **60 days'** written notice of any rent increase, **regardless of the unit's rent control status**. For units properly registered as **exempt** from rent control, generally only the lease terms may limit rent increases. If a unit is not properly registered as exempt then the unit is subject to rent control. For **rent-controlled** units, the landlord can only raise the rent if: **(a)** the owner and property manager are properly licensed and registered; **(b)** the unit and common areas substantially comply with the housing code; and **(c)** the rent has not been increased within the last 12 months. For tenants in rent-controlled units who have registered their elderly/disability status with the Rent Administrator, the maximum rent increase is the lowest of the Consumer Price Index (CPI), the Social Security Cost of Living Adjustment, or 5%. For all other tenants in rent-controlled units, the cap is the lesser of the CPI + 2%, or 10%. There are **five bases** upon which a landlord may file a petition for a rent increase larger than these standard caps.⁴ Registered elderly/disability tenants may be exempt from housing provider petition surcharges – but only if their incomes fall under a certain level. Under rent control, you may challenge a rent increase implemented within the prior 3 years. (D.C. Official Code §§ 42-3509.04(b); 42-3502.08; 42-3502.24; 42-3502.06(e)).
7. **BUILDING CONDITIONS AND QUIET ENJOYMENT:** Your lease includes an implied ***“warranty of habitability.”*** The maintenance of your unit in compliance with the housing regulations is a shared responsibility between you and the landlord, while common areas are primarily the landlord's responsibility. This includes keeping the premises safe, 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. You have the right to request an **inspection** of your unit by the Department of Buildings and to receive a copy of any **notice of violation** issued to the landlord. If the landlord causes or permits a condition or circumstance that amounts to a constructive eviction, this may be a breach of the ***“covenant of quiet enjoyment.”***⁵ The landlord may access your unit at any time for an emergency purpose. Otherwise, the landlord must provide you with reasonable notice (48 hours unless the lease states otherwise or tenant otherwise agrees) of entry for a reasonable purpose and at a reasonable time, as the law defines each. (12G DCMR § 305.1; 14 DCMR §§ 106; 301; 802; & 400-999; D.C. Official Code § 42-3505.51).

³ Exceptions include some subsidized or otherwise District-supported housing. See the TBR addendum for more information.

⁴ See the TBR addendum for an explanation of the four kinds of Housing Provider Petitions and Voluntary Agreements.

⁵ See *Caesar v. Westchester Corp.*, 280 A.3d 176, 188-189 (D.C. 2022).

8. **PRESENCE OF MOLD:** Upon written notice from you that mold or suspected mold exists in your 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 § 8-241.04).
9. **RETALIATION:** The landlord may not retaliate against you for exercising any right of tenancy. Retaliation may include any of the following if done unlawfully: seeking to recover possession of your unit, increasing the rent, decreasing services, increasing your obligations, violating your privacy, harassing you, or refusing to honor your lease. Similarly, the landlord may not unreasonably interfere with your comfort, safety or enjoyment of a rental unit, or retaliate against you, to try to force you out of your unit. (D.C. Official Code § 42-3402.10; § 42-3505.02).
10. **FAIR HOUSING:** The landlord may not engage in discriminatory acts based upon your 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, sealed eviction record, status as a victim of an intra-family offense, place of residence or business, or homeless status. 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 with a disability 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 on any common area bulletin board, or provide building access to an outside tenant organizer if accompanied by a tenant. (D.C. Official Code § 42-3505.06).
12. **TENANT RIGHT TO PURCHASE:** Under the Tenant Opportunity to Purchase Act, or “TOPA,” tenants may have a statutory right to purchase their rental property if the landlord intends to sell the property, demolish the property, or stop using the property for housing. Under TOPA, the rules vary depending on the property size. **For single-family dwellings**, all tenants are entitled to a notice of the landlord’s intention to sell the property, but only elderly tenants and tenants with a disability who have written leases and who moved in by April 15, 2018 continue to have a right to purchase. **For 2-4 unit buildings**, only tenants who live in buildings owned in majority by a D.C. corporation and that were constructed more than 15 years ago have a right to purchase, but all other tenants are entitled to a notice of the landlord’s intention to sell the property. **For 5+ unit buildings**, tenants generally have a right to purchase and must receive an Offer of Sale. However, the right to purchase is subject to numerous **exemptions**, including **(a)** any accommodation constructed within the last 15 years; **(b)** the entry and exit of Low-Income Housing Tax Credit and other equity investors subject to certain conditions; and **(c)** transfers of interest among existing owners.⁶ If one of the exemptions applies, tenants in a 5+ unit building may be entitled to a Notice of Transfer alerting the tenant to changes in the ownership. (D.C. Official Code §§ 42-3404.02; 42-3404.02b; 42-3404.09; 42-3404.10).
13. **CONVERSION TO CO-OP OR CONDO:** The landlord may not convert the rental accommodation to a cooperative or condominium unless a majority of the tenants votes for the conversion in a tenant election certified by the District’s Conversion and Sale Administrator. (D.C. Official Code §§ 42-3402.02; 42-3402.03).

⁶ There are numerous other TOPA exemptions. See D.C. Official Code § 42-3404.02b(b). Also see the Tenant Bill of Rights Addendum for more information.

14. **RELOCATION ASSISTANCE**: If you are displaced pursuant to a valid Notice to Vacate for the purpose of alterations or renovations, substantial rehabilitation, demolition, or the discontinuance of the housing use of the property, you have the right to receive relocation assistance from your landlord. (D.C. Official Code § 42-3507.01 *et seq.*).
15. **EVICTIION**: The landlord may evict you *only* for one of eleven specific statutory reasons. The landlord may *not* evict you just because your lease term expires, or due to a sale or foreclosure. The landlord may *not* use “self-help” methods to evict you, such as cutting off your utilities or changing the locks. **Rather, any eviction must be pursuant to a court order following the expiration of a written Notice to Vacate (NTV), and must be scheduled and supervised by the U.S. Marshals Service.** A written NTV must include the basis for the eviction and, for a lease violation, the action(s) you must take to correct that violation. For nonpayment of rent evictions, you can avoid eviction by paying the landlord all that you owe before the scheduled eviction date. In all cases, you have an opportunity to challenge the landlord’s claims in court. The landlord **(a)** may not file an action in court to evict you for nonpayment of rent in an amount less than \$600 and **(b)** may not evict you for unpaid late fees. Absent extenuating circumstances, an eviction filing without a valid business license or Rent Stabilization registration or claim of exemption is legally deficient. (D.C. Official Code §§ 42-3505.01; 42-3505.01a; 16-1501).
16. **EVICTIION RECORD SEALING**: D.C. Superior Court **must** seal court records relating to an eviction proceeding against you **(a) 30 days** after a final decision where the landlord does not win a judgment for possession; or **(b) three years** after a final decision where the landlord wins a judgment for possession. The court also may seal eviction records under certain other circumstances. (D.C. Official Code § 42-3505.09).

DC GOVERNMENT RESOURCES		
<i>Tenant Rights and Remedies</i> Office of the Tenant Advocate 899 North Capitol Street, NE Suite 6200 Washington, DC 20002 Phone: (202) 719-6560 Fax: (202) 719-6586 Website: ota.dc.gov	<i>Rent Control, TOPA, and Conversion</i> Department of Housing and Community Development 1909 Martin Luther King Avenue, SE Washington, DC 20020 Phone: (202) 442-7200 Fax: (202) 645-6727 Website: dhcd.dc.gov	<i>Lead and Asbestos</i> Department of Energy and the Environment 1200 First Street, NE Washington, DC 20002 Phone: (202) 535-2600 Fax: (202) 535-2881 Website: doee.dc.gov
<i>Unit/Building Inspections</i> Department of Buildings 1100 4th Street, SW Washington, DC 20024 Phone: (202) 671-3500 Website: dob.dc.gov	<i>Discrimination Complaints & Inquiries</i> Office of Human Rights 441 4th St NW, Suite 570N Washington, DC 20001 Phone: (202) 727-4559 Fax: (202) 727-9589 Website: ohr.dc.gov	<i>Services for Older Adults</i> Department of Aging and Community Living 500 K Street, NE Washington, DC 20002 Phone: (202) 724-5626 Fax: (202) 724-2008 Website: dacl.dc.gov

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