

Tenant's Guide to Safe and Decent Housing



Government of the District of Columbia
Department of Consumer and Regulatory Affairs

Anthony A. Williams, Mayor





ANTHONY A. WILLIAMS
MAYOR

Dear Citizens:

An essential element to transforming District Government is the empowerment of the citizens we serve. This publication, "The Tenant's Guide to Safe and Decent Rental Housing," provides District citizens, living in private residential rental property, with the power of knowledge. It establishes a solid foundation upon which residents, owners and District government employees can work together to maintain the beauty of our neighborhoods and communities and to combat blight and deterioration in the Nation's Capital.

The "The Tenant's Guide To Safe and Decent Rental Housing " describes the various codes, rules, and regulations that help to provide and maintain safe and decent housing. The "Guide" also provides detailed discussions of what to do when you find that your rights have been violated, and need assistance in resolving the problem. Indeed, in the transformed D.C. Government, you will find that this Government's employees are the most knowledgeable, skilled, and professional workforce anywhere in the world!

Finally, while this publication focuses on tenant's concerns, it is also recommended for landlords, residential property managers, and other interested individuals and organizations. We recognize that it is only through the combined efforts of residents, owners, and the government, that the District of Columbia can become the "jewel" of the nation, and continue to be a desirable place to live.

Sincerely,

Anthony A. Williams
Mayor

FORWARD

This publication is intended for use by individuals, tenant associations, and organizations whose focus is to assist tenants with issues and concerns regarding the provision and maintenance of private residential rental housing. It is also recommended for small landlords and those interested in becoming landlords. Sections of this publication are being developed into "Housing Fact Sheets" which will be distributed to tenants and others interested in specific issues regarding the regulation of rental housing. It is hoped that this publication, and others that are developed, will assist tenants as well as landlords, in providing and maintaining decent housing for citizens of the District of Columbia.

Sincerely,

Patrick J. Canavan
Director

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TENANT'S GUIDE TO SAFE AND DECENT HOUSING

INTRODUCTION

Ensuring safe and decent housing is an important responsibility of the District of Columbia Government. To carry out this responsibility, it is recognized that a major focus must be placed on educating both tenants and housing providers (commonly referred to as landlords) about the various laws, rules, and regulations which govern the rents, maintenance, and provision of housing accommodations. While this publication is intended to help tenants understand their rights and responsibilities, it is also recommended for landlords, and any individual or organization involved in the provision and maintenance of residential rental property.

In the District of Columbia, two major laws regulate private residential rental property: the District of Columbia Housing Code and the Rental Housing Act of 1985, as amended. In general, the Housing Code contains the standards by which residential housing must be maintained. The Rental Housing Act of 1985 contains, among other things, the provisions for establishing the maximum amount of rent that can be charged in residential property that is subject to the Act.

Regulations pertaining to both the Housing Code (Chapters 1-9) and the Rental Housing Act of 1985 (Chapters 38-44) are contained in Title 14 of the District of Columbia Municipal Regulations, (14 DCMR). This document can be purchased at the Office of Documents and Administrative Issuances, 441 4th Street, N.W., Room 520 - South, Washington, D.C. 20001.

WHO IS RESPONSIBLE FOR ADMINISTERING AND ENFORCING THE DISTRICT OF COLUMBIA HOUSING CODE AND THE RENTAL HOUSING ACT OF 1985?

The Department of Consumer and Regulatory Affairs (DCRA), through its' Housing Regulation Administration (HRA), is responsible for administering and enforcing the provisions of the Housing Code and the Rental Housing Act of 1985. - There are two Divisions within the HRA. The Housing Regulation and Enforcement Division is responsible for administering the District's Housing Code and related regulations. The Rental Accommodations and Conversion Division is responsible for administering the Rental Housing Act of 1985 as well as the Condominium, Conversion and Sales Act. The Department is located at 941 North Capitol Street, N. E., Washington, D.C. 20002. The Housing Regulation Administration (HRA) is located on the seventh floor, and can be contacted by dialing (202) 442-4610.

In October of 1994, the DCRA officially opened the Housing Regulation Administration Customer Service Center, which was created to improve access to services provided by the administration. The Center is located in Room 7280. All intake and outreach services provided by the administration can be requested through the HRA Customer Service Center. Services include general information regarding both the Housing Code and the Rental Housing Act of 1985, requests for inspections, filing of registration forms, filing of complaints, and review of records.

WHAT SHOULD YOU KNOW ABOUT THE DISTRICT OF COLUMBIA HOUSING CODE?

It is important to understand the scope of the Housing Code. Chapter 1, Section 100 of the Housing Regulations (14 DCMR) states, in part, that the regulations are for the purpose of “preserving and promoting the public health, safety, welfare, and morals through the abatement of certain conditions affecting residential buildings and areas, including dilapidation, inadequate maintenance, overcrowding, inadequate toilet facilities, inadequate bathing or washing facilities, inadequate heating, insufficient protection against fire hazards, inadequate lighting and ventilation, and other unsanitary or unsafe conditions.” In sum, the Housing Code focuses on the “physical maintenance and operation” of the rental property.

Both the tenant and landlord share in the responsibility of maintaining the property. Tenant responsibilities will vary at times, depending upon the lease agreement. It is therefore important to carefully read lease agreements before signing them. Following are some important facts about the Housing Code and related regulations, and how these are applied when problems arise.

INFORMATION ABOUT SECURITY DEPOSITS



Before entering into a lease agreement with the landlord, a tenant should clearly know the terms under which payment of the security deposit is to be made. The tenant should be aware of the following requirements.

1. The landlord is required to state in the lease agreement, or on the receipt for the security deposit, the terms and conditions under which the security deposit payment is being made.

2. After a tenancy is terminated, the landlord has forty-five (45) days to return the deposit or notify the tenant in writing of his or her intention to withhold and apply the monies towards the cost of expenses incurred under the terms and conditions of the security deposit clause of the lease agreement. The amount of the security deposit must be 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. You should check with the financial institution where the escrow account is held when deciding to terminate the tenancy.
3. If the landlord notifies a tenant that he or she intends to withhold the security deposit, the landlord has thirty (30) days, from the date that the tenant was first notified, to refund the balance of the deposit that was not used to pay the costs of expenses incurred, and at the same time give the tenant an itemized statement, including cost, of the repairs and other uses for which the money was spent.

HOUSING FACT



You should carefully plan your move from the housing unit to allow sufficient time to clean and ensure that the unit is in good condition. The regulations allow the landlord to inspect the unit within three (3) days before or after termination of the tenancy. However, the landlord is required to notify you of his or her intent to inspect the unit at least ten (10) days before the inspection is to take place. If the landlord does not notify the tenant of his or her intent to inspect the unit, it is strongly suggested that the tenant give a written request to the landlord for an inspection, and be present at the inspection.

HOW CAN DCRA HELP TENANTS IF THEY FEEL THAT THEIR RIGHTS REGARDING THE SECURITY DEPOSIT HAVE BEEN VIOLATED?

Within the HRA, tenants should contact the HRA Customer Services Center for assistance. The Center is located in room 7280 and can be reached by dialing (202) 442-4610 for concerns regarding security deposits.

After a tenant explains his or her concern to a Contact Representative, the Contact Representative will attempt to resolve the problem by contacting the landlord and/or arranging a meeting between the tenant and the landlord. Staff in the Center have been very helpful in resolving disputes regarding security deposits. However, when staff in the Center are unable to resolve the dispute through mediation, and it appears from the tenant's complaint that the landlord may have violated the Security Deposit Regulations, the tenant may file a complaint in Small Claims Court.

If a tenant elects to go to Small Claims Court, a letter outlining the facts as they relate to information on file in the Housing Regulation Administration is provided to the tenant to assist the tenant in supporting his or her claim against the landlord.

WHAT SHOULD TENANTS KNOW ABOUT THE CONDITION OF A HOUSING UNIT BEFORE MOVING IN?



Many of the complaints received by the Department involve tenants who are dissatisfied with the condition of their rental unit when they first move into it. The complaints range from simply dirty walls and floors to broken or missing appliances. It is important that you request that you be allowed to examine the housing unit you will be moving into, before signing the lease, paying the rent, and security deposit. Here is a fact you should know!

HOUSING FACT

Section 400.3 of the Housing Regulations states, "no person shall rent or offer to rent any habitation or the furnishings of any habitation, unless the habitation and it's furnishings are in a clean, safe, and sanitary condition, in good repair, and free from rodents or vermin."

HOUSING INSPECTION CHECKLIST



- () If the property is a two family flat or has more than three (3) housing units, check to confirm that a certificate of occupancy was issued for the building. A certificate of occupancy indicates that the building meets the required building, electrical, and plumbing codes as well as the Zoning Regulations.
- () If a building contains three (3) or more housing units, check to make sure that a Housing Business License has been issued.
- () Check all walls and ceilings to make sure that they are free of peeling paint, wide cracks, and holes.
- () Check all windows to make sure that they are in good working order and not broken. Windows should be capable of being easily opened and held in open or closed position by window hardware.
- () If the housing unit does not have central air conditioning, check to make sure that the windows have secure screens. This is very important for families with children.
- () Check all doors to make sure that they are in good condition. The exterior door, when closed, shall fit reasonably well within its frame and shall be equipped with a lock.
- () Check the floors to make sure that they are structurally sound, reasonably level, free of holes and wide cracks, loose, splintered, protruding, or rotting floor boards.
- () Check the steps, in the common areas of a multi-family dwelling, within the rental unit, and steps located on the exterior of the property. Stairways, steps, and porches shall be firm, and sufficiently smooth so as to be readily cleaned and provide a safe passageway, free of tripping hazards.
- () Check all electrical outlets to make sure that they are covered with plates and work properly.
- () Check the plumbing facilities to make sure that they do not leak and are clean and sanitary. Also check the hot and cold water supply in both the kitchen and bathrooms.
- () Check the toilet facilities to make sure that they work properly.
- () Check all appliances to make sure that they are clean and in good working order.
- () Check around baseboards to make sure there are no openings for rodents or vermin.

On page 5, there is a checklist of locations, inside and outside of the housing unit, that you should examine before signing a lease agreement and paying the rent.

If a tenant moves into a rental unit, and finds that the unit is not in good condition, the tenant should undertake the following steps.



1. **Make a detailed list of the problems and repairs needed. Send a copy of the list to the landlord or agent. It is suggested that the list be sent by registered mail if a rental office or resident manager is not on the premise. If there is a rental office or resident manager, it is suggested that the tenant have his or her copy of the list signed and dated by the agent or resident manager. Remember to keep a copy of the list and the date it was mailed or given to the landlord or agent. It is also suggested that the tenant maintain a log of all calls, letters, and meetings with the landlord, agent, repairmen, etc.**



2. **Allow the landlord or agent reasonable time to correct the repairs. Remember, it takes time to schedule repairmen, obtain supplies, etc.**

HOUSING FACT



Many disputes arise because a tenant does not want repairs to be made unless he or she is present. This presents a problem to the landlord who must schedule repairmen, based upon costs and demand. In addition, if the landlord receives a Housing Violation Notice, he or she is required to correct the conditions within the compliance period given. A tenant must be flexible, and work with the landlord to have repairs corrected in a timely manner.

3. If a reasonable time has elapsed, and the landlord or agent has not begun to make repairs, a tenant should call the HRA Customer Service Center on (202) 442-4610.

HOUSING FACT



Many complaints are received from tenants about landlords or their representatives (such as repairmen) who enter their housing units without prior notification. The D.C. Housing Regulations do not address this issue. It is recommended that you establish an agreement with the Landlord prior to occupying the housing unit.

MAINTAINING THE RENTAL UNIT



While in your housing unit, the landlord is responsible for continuing to ensure that the unit is in safe and working condition. However, tenants have an important responsibility in helping to maintain the rental unit. This includes keeping walls, floors, ceilings, and windows clean and free of cobwebs, dirt, dust, greasy film, or any other unsanitary matter. Tenant responsibilities also include properly using and operating all electrical, gas, plumbing, heating fixtures and appliances.

HOUSING FACT



Tenants can be and are issued Housing Violation Notices for unsanitary conditions. A landlord may request that an inspection be conducted to determine if a tenant is in violation. These requests require some evidence that unsanitary conditions do exist, such as foul odors coming from a tenant's unit.

While occupying the rental unit, a tenant should continue to maintain a log of calls, letters, and discussions exchanged with the landlord or agent. When a problem arises, a tenant should follow the three steps previously outlined. Listed below is additional information tenants should know about the housing code and maintenance of the rental unit.

- O When air conditioning is provided as a part of the rent, the air conditioning systems shall be maintained in safe and good working condition.

HOUSING FACT



A landlord is not required to "turn on" the air conditioning at a specific time of the year. The law requires that the system be in such condition that it provides an inside temperature at least fifteen (15) degrees Fahrenheit less than the outside temperature.

- O Whenever a heating facility is not under the control of the tenant or occupant, the landlord is responsible for providing a minimum temperature of 68 degrees Fahrenheit between the hours of 6:30 a.m. and 11:00 p.m. and 65 degrees Fahrenheit between 11:00 p.m. and 6:30 a.m.
- O If a tenant is renting a single family home, he or she is responsible for keeping the property free from vermin, rodents, and rodent harborage.
- O If you live in a two-family or multi-family dwelling, and more than one unit is found to be infested with vermin and/or roaches, it is the responsibility of the landlord to exterminate the property.

WHAT WILL HAPPEN WHEN A COMPLAINT IS FILED WITH THE HOUSING REGULATION SERVICES CENTER?



When you are experiencing difficulties in resolving problems regarding substandard housing conditions, you can contact the HRA Customer Service Center for assistance. The telephone number is 442-4610.

Upon receiving a complaint, staff in the Center will check records to obtain basic information such as ownership, square and lot of the property, telephone numbers, etc. Having correct information about the location of the property, ownership, the name and telephone number of the property manager or resident manager, will help staff to quickly process your complaint and distribute it to the appropriate Inspection Section.

HOUSING FACT



Many complaints received by the Housing Regulation Services Center are delayed because tenants do not have sufficient information regarding the actual owner, important telephone numbers, and addresses.

Complaints are normally distributed to the Inspection Section during the next work day. However, complaints regarding emergency conditions are forwarded directly to the Inspection Section for immediate action.

RESPONDING TO INDIVIDUAL TENANT COMPLAINTS

Once a complaint or request for inspection is received by the Inspection Section, the Supervisor or designated staff member will attempt to contact the complainant to schedule an inspection date. This is done in response to complaints or requests involving an occupied housing unit. Persons submitting complaints regarding exterior conditions are not contacted prior to conducting the inspection. This is because priority is given to serious conditions in occupied housing units, which may alter the date scheduled for an exterior complaint. This frequently happens during the winter season, when numerous complaints are received regarding the lack of heat and other utilities.

Given the workload, the Inspection Sections are allowed up to three (3) working days to make contact with the individual and schedule the inspection. The actual inspection normally takes place within five (5)

working days of contacting the complainant. For exterior complaints, the inspection is scheduled to be conducted within seven (7) working days.

It is extremely important that upon submitting a complaint or request for inspection, you provide a telephone number where you can be reached during normal working hours or where a message can be left. If staff is unable to reach you within the initial three (3) day period, your case may be closed. You may then be required to begin the process again, starting with submission of your complaint to the Housing Regulation Administration Customer Service Center.

Because it is difficult to determine what an inspector will find upon conducting an inspection, it is difficult to schedule a specific time that an inspector will arrive at the housing unit. However, to reduce the amount of time that a tenant must wait, inspectors are instructed to first inspect occupied units during the early part of the day, before proceeding to inspect vacant units or exterior areas.

BUILDING-WIDE INSPECTIONS

Many landlords request building-wide inspections as a requirement for submitting Capital Improvement and Hardship Petitions. Under the Rental Housing Act of 1985, Tenant Associations also may make requests for building-wide inspections.

In general, it requires approximately eighteen (18) days to prepare for a building-wide inspection. In the case of Capital Improvements and Hardship Petitions, as well as when there is no organized tenant association, HRA staff will "post" the building approximately five (5) working days prior to the scheduled inspection. "Posting" means that a Notice of Inspection will be placed in common areas that can be seen by all tenants, or placed under the door of each tenant when selective units are to be inspected. This is also done when HRA initiates an inspection as a result of finding evidence that a housing accommodation is being maintained in a substandard manner. In all circumstances, when a building-wide inspection is scheduled, prior notification is given to the landlord or agent so that a representative can be present and allow access to secured common areas.

WORKING WITH COMMUNITY ORGANIZATIONS

Special arrangements are made with community organizations to conduct inspections. Most of these involve exterior conditions. For example, Advisory Neighborhood Commission members frequently request that housing inspectors accompany them on walks through a neighborhood, and assist them in identifying violations such as trash and debris, high weeds, and unbarricaded vacant buildings.

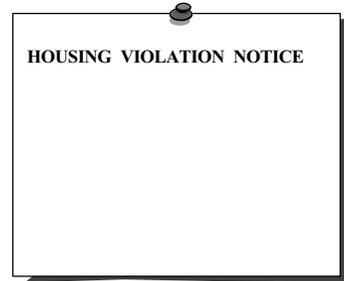
When these inspections are conducted, the housing inspector will issue violation notices to owners of properties found to have housing code deficiencies.

LEAD-BASED PAINT INSPECTIONS

When a child, who is six (6) years of age or younger, is found to have high levels of lead in his or her blood, an inspection is conducted of the housing unit in which he or she lives. Inspections are also conducted in any other dwelling where the child spends a substantial amount of time, including a child day care center. The inspection is conducted to identify any lead-based paint hazards. If hazards are found, the owner of the property is issued a Housing Violation Notice to correct the hazardous conditions.

If you suspect that a child has lead poisoning, or desire to have your child examined for lead poisoning, you should contact the Childhood Lead Poisoning Prevention Program (CLPPP), Department of Health and Human Services. CLPPP is located at 51 N Street, N.E., Third Floor, Washington, D.C. You may contact that office on (202) 535-2690. The Housing Regulation Administration will only conduct a lead-based paint inspection upon receiving a referral from CLPPP.

NOTIFICATION OF SUBSTANDARD HOUSING CONDITIONS



Upon conducting an inspection, and finding that substandard conditions do exist, the inspector will prepare and issue a "Housing Violation Notice." The notice is also referred to as a "Housing Deficiency Notice." The period of time that is given to correct the deficiencies does not begin until the notice is actually received by the landlord or agent, or in the case of a tenant violation, by the tenant. This is referred to as "service" of the notice. Often, it takes time to "serve" the notice because it is difficult to contact or locate the landlord or agent. The law requires that a reasonable attempt be made to "personally serve" the notice. After a reasonable attempt has been made, the notice is then served by certified mail.

There are two types of Housing Violation Notices. One notice is used for deficiencies, where less than ten (10) days are normally allowed to correct the deficiencies. These deficiencies, which are considered

hazardous to the health, safety, and welfare of the occupant and/or general public, include inoperable smoke detectors, sewer back-ups, lack of heat and air conditioning, vacant buildings that have been entered by vagrants, etc. An inspector will prepare these types of "short term" notices at the inspection site, if all of the information regarding ownership is available.

The other type of notice is for general housekeeping deficiencies, also referred to as "routine" notices. There are over four hundred (400) citations that can be issued, and include such deficiencies as peeling paint, broken cabinets, leaking faucets, holes in walls and floors, broken venetian blinds, etc. Landlords are given from 15 days to 30 days to correct routine deficiencies. However, depending upon the number of deficiencies cited, such as when conducting a building-wide inspection, more time may be given.

HOUSING FACT



Before leaving the housing unit, a tenant may request the inspector to provide a copy of a short term deficiency notice. However, for routine deficiency notices, the inspector must return to the office and forward his or her information to an inspection clerk so that a formal deficiency notice can be prepared. This process takes approximately one week. Due to the limited staff, you must come to the HRA Customer Service Center to obtain a copy or call the Center (442-4610) so that a copy will be mailed to you. You must allow up to three (3) weeks if the request is by telephone.

ACTIONS AGAINST THE LANDLORD FOR FAILURE TO CORRECT HOUSING CODE DEFICIENCIES

At the end of the time allowed to correct housing code deficiencies, a re-inspection is conducted to determine if the deficiencies have been corrected. If the deficiencies are found to be corrected, an "abatement notice" is mailed to the landlord. If the deficiencies have not been corrected, the notice is referred to the Housing Code Enforcement Branch where civil infractions fines are issued and further action is taken to compel the landlord to correct the deficiencies.

In the case of conditions that threaten the health and safety of tenants or the public, the Department has the authority to correct the deficiencies and to place a lien against the property to recover the cost of repairs. For both routine and short term deficiencies that are not corrected within the

required time, a Civil Infraction fine is issued. The Landlord can respond to the issuance of a fine in one of three (3) ways: (1) he or she may pay the fine and admit the violation within fifteen days; (2) admit the violation with an explanation; or (3) deny the violation. If the landlord admits with an explanation or denies the violation, a hearing is scheduled so that the landlord and the government can present their facts. An Administrative Law Judge will hear the merits of the facts and render a decision.

Because of the number of cases handled each year, the hearing process can take several months to be completed. During this time, we ask that tenants be patient. In many instances where the landlord decides to have a hearing, violations will remain in the housing unit. However, even if a hearing is pending, it is the Department's policy to repair violations that threaten the health and safety of tenants, if the landlord fails to correct them.

There are other procedures that the tenants can pursue if they are subject to prolonged housing code deficiencies and/or feel that the housing code deficiencies reduced the level of services that their rent payment covers. These procedures are discussed further in this publication, under the section pertaining to the Rental Housing Act of 1985, "Tenant Petitions," pages 21 and 22.

After the hearing is held, and if the landlord is found to be in violation, he or she must pay the fine. The Department does have the authority to place a lien against the property to recover the fine if the owner does not pay it. In addition, the tenant is contacted to make sure that the deficiencies have been corrected. If the deficiencies have not been corrected, the process will begin again and the landlord will receive another fine. If the process must begin again, the fine will be doubled. These are fines that are payable to the District of Columbia Government, not the tenant.



CONVERSION AND SALE OF RENTAL HOUSING

It is also important that tenants, living in rental housing, whether a single family home or multi-family dwelling, understand their rights when the landlord plans to sell or convert the rental unit(s) to other uses, such as condominiums or cooperatives.

When selling a rental unit, a landlord is required to first offer to sell the unit to the tenant. This is referred to as the "Right of First Refusal." The offer must be made in writing to the tenant. The Condominium and Cooperative Conversion and Sales Branch of the Housing Regulation Administration maintains form letters that can be used by the landlord,

and contains detailed instructions regarding how an offer for sale must be undertaken. The form letter and instructions are available to the public, and can be obtained from the Department in Room 7100.

A landlord who wishes to convert rental property to condominium or cooperative use must allow tenants to vote on the conversion. Staff in the Condominium and Cooperative Conversion and Sales Branch conducts the vote, using secret ballots, for or against the conversion. It is strongly suggested that both the tenant and landlord contact the Branch to schedule an appointment to discuss the requirements and process in detail. The telephone number is (202) 442-4680.

WHAT SHOULD TENANTS KNOW ABOUT THE RENTAL HOUSING ACT OF 1985?



The District of Columbia Rent Stabilization Program, commonly known as the Rent Control Program, was first enacted into law on November 1, 1975, under D.C. Law 1-33, the Rental Accommodations Act of 1975. For the most part, the basic components of the current law, the Rental Housing Act of 1985, remain the same. In establishing the Rent Stabilization Program, the District of Columbia City Council and government officials sought to achieve five major objectives. These are:

- (1) To protect low- and moderate-income tenants from the erosion of their income from increased housing costs;
- (2) To provide incentives for the construction of new rental units and the rehabilitation of vacant rental units in the District;
- (3) To continue to improve the administrative machinery for the resolution of disputes and controversies between landlords and tenants;
- (4) To protect the existing supply of rental housing from conversion to other uses; and
- (5) To prevent the erosion of moderately priced rental housing while providing landlords and developers with a reasonable rate of return on their investments.

A Rent Administrator heads the Rental Accommodations and Conversion Division (RACD), which is directly responsible for administering the Rental Housing Act of 1985. The Rent Administrator can be reached by dialing (202) 442-4610. Access to the services provided by RACD is through the Housing Regulation Administration Service Center. For general assistance regarding the Rental Housing Act of 1985, you may call (202) 442-4610.

WHY IS THE RENTAL HOUSING ACT IMPORTANT TO ME?

For tenants living in residential rental property that is subject to Subchapter II of the Act, "the Rent Stabilization Program," it is important because the law establishes a maximum amount of rent a landlord can charge for a rental unit. This is referred to as a "rent ceiling." For all tenants living in privately owned residential rental property, the Rental Housing Act of 1985 provides mechanisms for redress against rent overcharges, retaliatory actions, and wrongful evictions (Subchapter V of the Act). Under the Rental Housing Act of 1985 all landlords, whether they are subject to the "Act" or exempt, are required to register with the Housing Regulation Administration. You may visit the Housing Regulation Services Center to find out if the rental property you live in, or are moving to, is properly registered.

IS MY RENTAL UNIT SUBJECT TO Subchapter II OF THE RENTAL HOUSING ACT OF 1985?

If the rental unit that you live in DOES NOT FALL within the "Exemption" or "Exclusion" categories described below, it is subject to Subchapter II of the Rental Housing Act of 1985.

Exempted Units

- a. A housing accommodation or rental unit owned by the federal or District of Columbia government.
- b. A housing accommodation or rental unit which is enrolled in a formal program of the federal or District of Columbia government under which the operating expenses or mortgage is subsidized and the rents charged the tenant(s) are determined and regulated by formula. This includes programs such as Section 8 and FHA 236 rentals, but does not include rental units under the District's Tenant Assistance Program (TAP).

- c. **A housing accommodation for which the building permit was issued after December 31, 1975; or is an addition to a housing accommodation converted from non-residential space and in which a Certificate of Occupancy for housing was issued after January 1, 1980; or where the housing provider can certify that construction of a housing accommodation required the demolition of an existing housing accommodation subject to the Rent Stabilization Program and the number of newly constructed rental units exceeds the number of demolished rental units.**
- d. **An individual who has an interest with no more than three (3) other natural persons in four (4) or fewer rental units. This also applies to rented condominium and cooperative housing units.**
- e. **A housing accommodation which was continually vacant and not subject to a rental agreement for the period beginning on January 1, 1985, and continuing at least until the effective date of the Act (July 17, 1985).**
- f. **A housing accommodation regulated by a Building Improvement Plan executed under the District of Columbia Apartment Improvement Program, Inc. or regulated by and receiving assistance under any multi-family assistance program of the Department of Housing and Community Development.**

Excluded Units

- g. **A rental unit operated by a foreign government as a residence for diplomatic personnel.**
- h. **A rental unit operated by a hospital, convalescent, nursing or personal care home, or other entity which has as its primary purpose providing diagnostic care and treatment of disease, and the rental unit is occupied or intended for occupancy by a recipient of the diagnostic care or treatment of disease.**

- i. A rental unit as part of a university or college dormitory occupied or intended for occupancy by a matriculating student.
- j. A rental unit intended for use as long-term housing by families with two (2) or more members with incomes below fifty percent (50%) of the District of Columbia median income for which the rent to be paid is less than the payment by the housing provider for operating costs and interest payments. The housing provider of the rental unit is a nonprofit charitable organization that operates the unit as part of a comprehensive social services program.

WHAT IS "BASE RENT," A "RENT CEILING," AND WHAT RELATIONSHIP DO THESE HAVE TO THE AMOUNT OF "RENT" I AM CHARGED?

To clearly understand Subchapter II of the Rental Housing Act of 1985, it is important that you understand the terms "base rent," "rent ceiling," and "rent charge."

Base Rent: The base rent was the amount of rent the landlord was charging on September 1, 1983, plus all lawful increases that occurred since that time. This established the "rent ceiling" for rental units that were subject to Title II of the Act.

Rent Ceiling: The rent ceiling is the maximum amount of rent a landlord can charge for a rental unit. This does not mean that landlords must charge that amount, but has the legal right to do so. Later in this publication, you will see how the rent ceiling can be increased or decreased.

Rent Charged: The rent charged is the actual amount of rent that the landlord requires you to pay on a monthly or weekly basis. This amount cannot be more than the rent ceiling.

The law provides seven ways a landlord may increase (or adjust) "rent ceilings." These are described in the following sections:

1. Automatic Rent Increase

On an annual basis, landlords may elect to increase rent ceilings, under the Adjustment of General Applicability, which is commonly referred to as the "Automatic Rent Increase." This increase is determined by the

percentage of increase of the Consumer Price Index for Urban Wage Earners and Clerical Workers. This is known as the "CPI-W." For Example, during the year 1990, the "CPI-W" increased by 5.4 percent. A housing provider who charged \$400.00 for a one bedroom apartment was allowed to increase the rent on that apartment by \$21.60 in 1990. The "CPI-W" rate is published in February of each year, and is available by calling the HRA Customer Service Center on 442-4610. The rent ceiling increase can be put into effect in May of each year. An "Automatic Increase" in the rent ceiling can only be taken once every twelve (12) months.

2. Vacant Unit Increase

When a rental unit becomes vacant, a housing provider may increase the rent ceiling in one of two ways. One way is to increase the rent ceiling by twelve percent (12%) of the previously authorized rent ceiling. The other way is to increase the rent ceiling to the rent ceiling of a rental unit that is substantially the same as the rental unit that is vacant. This means that the rental unit is under rent control, is located in the same building or similar building within a housing complex, and has essentially the same floor plan, square footage, amenities, and equipment.

3. Hardship Petition

Landlords may elect to adjust the amount of rent through a Hardship Petition. Under the law, landlords are ensured that the rent ceilings allowed provide a rate of return of on a rental property. When landlords find that their rent ceilings in a particular establishment do not provide for a 12% rate of return, they may file a hardship petition. It should be pointed out that a housing provider is eligible to petition for a hardship only if nine (9) months have elapsed since the filing of a previous hardship, or nine (9) months since an automatic rent increase was implemented.

4. Capital Improvement Petition

Landlords must consider the cost of maintaining their housing accommodations, particularly within the standards of the District of Columbia Housing Regulations. At times, this may require costly repair and replacement of major systems of the housing accommodation. These repairs and replacements are considered capital improvements under the Rental Housing Act and must be deemed depreciable under the Internal Revenue Code. The Rental Housing Act allows the landlord to increase rents in order to recover the cost of the capital improvements. It should

be noted however, that since 1989, the increase is not a permanent increase in the rent ceiling, but referred to as a "rent ceiling

Elderly and Disabled Exemption

Under D.C. Law 9-154, elderly and disabled tenants cannot be charged an increase in the amount of rent based on a capital improvement. The landlord can receive a tax credit for the amount of the increase that is not implemented due to an elderly or disabled tenant. For additional information regarding this law, you should contact the HRA Customer Service Center at (202) 442-4610.

5. Change In Services and Facilities

When a landlord decides to change the type of services and facilities that are provided in rental units, the rent ceiling must be adjusted upward or downward. For example, a housing provider may decide to install electrical meters in each unit, and require tenants to pay their own electrical bills. In doing so, the housing provider must estimate the value of any increase or decrease in service. Using the example given, the landlord may estimate that each unit consumed approximately \$40.00 per month in electricity and therefore reduces the rent ceiling of each unit by that amount.

When deciding to undertake a change in services or facilities, landlords must obtain approval from the Rent Administrator. Among the types of information the Rent Administrator will require is the estimated value of the change, the reason for the change, and the proposed rent ceiling. In deciding whether to approve or disapprove an adjustment in the rent increase, the Rent Administrator may take into consideration the cost to the tenant of obtaining the type of services that the landlord is proposing to reduce; the cost of the service or facility to the landlord; and the fair market value of the service or facility.

6. Voluntary Agreements

Tenants and landlords may enter into agreements to increase or decrease the amount of rent ceiling, to make changes to the services or facilities, or to undertake capital improvements and ordinary maintenance and repairs. A tenant or a housing provider may initiate a voluntary agreement.

If a landlord initiates a voluntary agreement, he or she must distribute to each tenant a copy of the proposed agreement which includes the proposed rent ceiling and the proposed rent charge, along with any proposed changes or improvements in services and facilities. The tenants

must be given fourteen (14) days to consider the proposal. The landlord must obtain the agreement of at least seventy percent (70%) of the Tenants. Tenants who are employees of the landlord are not counted when determining the seventy percent requirement.

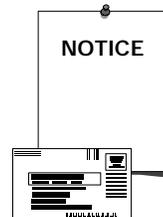
If a tenant initiates the agreement, he or she must provide the landlord with a proposed agreement. The Landlord has fourteen (14) days to respond.

7. Substantial Rehabilitation

Landlords may also petition to increase the rent ceilings when the cost of improvements or renovations equals or exceeds fifty percent (50%) of the assessed value of the housing accommodation or rental unit before the rehabilitation took place. In preparing to petition the Rent Administrator for an increase due to a planned substantial rehabilitation, landlords must, among other things, provide to the Rent Administrator detailed plans, specifications, and projected costs of the proposed work as well as documentation of the assessed value of the housing accommodation. The assessed value must be the official assessment as determined by the District's Department of Finance and Revenue.

In considering to undertake a substantial rehabilitation on units that are occupied, landlords must notify the tenants that no work will begin for at least 120 days. Moreover, if the tenants are required to vacate in order to perform the work, the landlord is required to provide relocation assistance.

TENANT NOTICE OF ADJUSTMENTS IN RENT CEILINGS AND RENT CHARGES



Whenever a landlord receives approval for the rent ceiling adjustments identified in the previous section, or decides to implement an "Automatic Rent Increase," Section 4101.6 of the Regulations requires him or her to post a Rent Control Registration Form or Amended Registration Form in a conspicuous place at the rental unit or housing accommodation to which it applies, or mail a true copy to each tenant of the rental unit or housing accommodation. The Rent Control Registration Form and Amended Registration Form contains information regarding the authority under which the rent ceiling increase is being implemented, the amount of the previous rent ceiling, and the amount of the new rent ceiling, pursuant to 14 DCMR 4204.10.

HOUSING FACT



The landlord **MUST** give a tenant thirty (30) day written notice of an increase in the amount of "rent charged" for a housing unit, and such increase cannot take place unless 180 days have elapsed since the last increase.



TENANT PETITIONS

Tenants can seek relief against illegal rent increases, and any other action of the landlord that violates the Rental Housing Act of 1985. When a tenant petition is filed, a hearing is scheduled for the tenant and the landlord. Prior to filing a petition, the tenant is interviewed by trained staff in the Rental Accommodations and Conversion Division to determine the validity of the complaint against the landlord, and to assist the tenant in filing the appropriate forms. Beginning in 1996, tenant petitions will first be reviewed by staff that will attempt to schedule a meeting with the tenant and landlord in order to resolve the dispute through a formal settlement agreement. It is hoped that this procedure will reduce the number of petitions requiring the more lengthy and costly hearing process. Tenants can challenge the landlord for the following reasons.

1. Increases in the amount of rent actually charged: (1) if the increase is larger than the rent ceiling; (2) if the tenant did not receive a thirty (30) day written notice; (3) if the rental unit had substantial housing code violations; (4) if the rental unit was not properly registered with the Rental Accommodations and Conversion Division, and/or does not have proper business licenses; (5) if the increase is in violation of the lease agreement; and (6) if the increase is to be or was implemented sooner than 180 days following a previous increase in the rent charged.

2. A tenant may challenge the "base rent" or "rent ceiling." Challenges to the base rent must have been not later than six (6) months after the date the owner registered the unit with the Department. Challenges with regard to the rent ceiling pertain to allegations that the landlord did not follow the requirements of any of the allowable rent ceiling increases (see page 17 through 20). This includes allegations that the landlord increased the rent ceiling more than was allowed.
3. A tenant may challenge the landlord for not complying with the notice requirements of the Act (see page 21).
4. A tenant may challenge a landlord for proposed retaliatory eviction or other retaliatory acts.
5. A tenant may challenge a landlord for an unlawful demand for security deposit.
6. A tenant may challenge a landlord for any unauthorized reduction in services or facilities. Refer to pages 12 and 13, "Actions Against the Landlord For Failure To Correct Housing Code Deficiencies."
7. A tenant may challenge a landlord regarding any condition of the rental unit or housing accommodation, which constitutes a substantial or prolonged violation of the housing code and regulations. Refer to pages 12 and 13, "Actions Against the Landlord For Failure To Correct Housing Code Deficiencies."

THE HEARING PROCESS



A hearing is held when a tenant petition cannot be resolved through mediation or conciliation. It should be noted that hearings are also held

when a landlord petitions the Rent Administrator to increase rent ceilings based upon a capital improvement, hardship, increases in services and facilities, and substantial rehabilitation. It is suggested that tenants and landlords obtain the assistance of legal counsel to represent them regarding their petitions. It is recognized that obtaining legal counsel can be extremely costly. There are, however, a number of organizations that may provide free or low cost legal counsel. These organizations are listed at the end of this publication. Regardless of whether you obtain legal counsel or decide to represent yourself, the following discussion will provide you with a general understanding of the hearing process.

Petitions are filed at the HRA Customer Service Center. Once a petition has been filed, it is logged in and transmitted to the Office of Adjudication, which is responsible for scheduling the hearing date. The Hearing Examiners, who preside over the hearings and prepare decisions regarding your case, are also assigned to the Office of Adjudication.

Notification of the hearing date normally requires from two to four weeks. Upon receiving notice of the hearing date, it is important that you immediately check the time and date and mark your calendar. If you find that the scheduled hearing date conflicts with another planned activity, you may request a continuance. However, continuances are granted only for good cause and must be requested in writing at least five (5) business days before the hearing. ***DO NOT ASSUME THAT THE CONTINUANCE WILL BE GRANTED.*** At times, a response to a request for continuance may be delayed in the postal system, or for other reasons. It is recommended that you make an early request for a continuance, and contact the Office of Adjudication if you have not received a response at least five (5) days prior to the scheduled hearing date. The telephone number for the Office of Adjudication is (202) 442-8167.

A number of things can happen between the date the notice of a hearing is sent to you and the date of the hearing. Some of these are:

- Both parties (i.e., landlord and tenant) may request a subpoena to compel a person to testify, produce documents, or both. For example, in a case regarding substandard housing conditions, a party may subpoena a housing inspector to provide copies of Housing Deficiency Notices and provide expert testimony regarding the substandard housing conditions.
- The parties may submit motions for continuance hearing, for example

- due to illness, or a motion to dismiss the case for various reasons.
- The parties may attempt to settle or conciliate the issues. If a settlement is reached, the parties should file a copy of the settlement agreement with the Office of Adjudication, along with a motion to dismiss the case. The Department encourages settlement between the parties and will assist you in this effort.

In preparing for a hearing, each party must decide what information and supporting documents the hearing examiner will need to decide on the issues raised. For example, an issue regarding an illegal rent increase will require copies of previously filed petitions or Automatic Rent Increases, copies of rent receipts, etc. In a complaint about substandard housing conditions, a tenant will need copies of housing code violation notices. Make sure that you have enough copies of the documents so that the hearing examiner may have a copy as well as the tenant and the landlord. Also make sure that you have allowed sufficient time prior to the hearing to gather the documents. A common problem encountered by the Housing Regulation Administration is the request for documents a few hours or a day before a hearing. It is strongly recommended that you schedule a meeting with a contact representative several weeks prior to the hearing. During that meeting, you should familiarize yourself with the appropriate sections of the Rental Housing Act and related regulations. If substandard housing code violations are involved in the case, the contact representative can arrange to have a housing inspector present to answer any questions you may have.

On the day of the hearing, you should arrive at least fifteen minutes before it begins. Hearings begin promptly and if you are not on time, the hearing examiner can dismiss your case. The hearing examiner will first explain the hearing procedures. Once this is done, the petitioner, i.e. the person who initiated the hearing, will have the opportunity to present his or her case first. You will be required to go to the witness stand and the hearing examiner will swear you in. You are then seated and may begin to tell the hearing examiner the facts that are relevant to your

petition. If you have any documents that you want the hearing examiner to consider as evidence, you must give the documents to the examiner as you testify. Copies must also be given to the opposing party.

After you have told the hearing examiner about your documents, you may move them into evidence. The opposing party has the right to object if the documents are not relevant or if there is a question as to their authenticity. The examiner will then decide whether to admit them into evidence. Remember, all documents must be admitted into evidence if the examiner is to consider them. Simply attaching a document to the petition will not put it into evidence!

After the petitioner has finished his or her testimony, the opposing party may cross-examine or ask questions about the testimony. The petitioner may then call any other witnesses he or she may have. They are sworn in, and the petitioner may ask the witnesses questions relevant to the case.

The opposing party may also cross-examine the witnesses. After the petitioner completes his or her presentation, the opposing party may present his or her case, including witnesses. After each witness, the petitioner has the right to cross-examine.

Finally, the hearing examiner will decide whether he or she wants any legal briefs, memoranda or other documents submitted and, if so, the deadline for filing. The hearing examiner will not decide the case at the hearing. A written decision will be prepared on behalf of the Rent Administrator. The law requires that the hearings be held and decisions issued within 60 days of filing a petition.

Any party served with a final decision and order may file a motion for reconsideration with the hearing examiner within ten (10) days of receipt of that decision if any of the following have happened: a default judgment was entered due to non-appearance of the party; decisions or order contains typographical, numerical, or technical errors; the decision or order contains error that is evident on its face; or the existence of newly discovered which could not have been discussed prior to the hearing date has been discovered. The motion for reconsideration shall be granted or denied by the hearing examiner within ten (10) days after receipt, and may only be granted on the basis of circumstances set forth in 14 DCMR §4013.1. Failure of a hearing examiner to act on a motion for reconsideration within the time limit prescribed shall constitute a denial of the motion for reconsideration.

APPEALING A DECISION OF THE RENT ADMINISTRATOR

If you do not agree with the decision rendered, you may appeal the decision before the Rental Housing Commission. A person has ten (10) days to appeal a final decision of the Rent Administrator. The notice of appeal must contain the following.

- The name, address, and telephone number of the person(s) appealing the decision;
- The "case number" assigned to the case (Petition) at the time it was filed with Rental Accommodation and Conversion Division (Housing Regulation Customer Service Center);
- The date the decision was rendered;
- A clear and concise statement of the alleged error(s) that were made in the final decision;
- The signature of the person appealing the decision, or his or her attorney or person authorized to represent the person appealing the decision along with their address and phone number.

It is important to note that when filing an appeal with the Rental Housing Commission, a copy of the appeal must also be served on the opposing party prior to or at the same time it is filed with the Commission. You must file and original and four (4) copies of any document with the commission. You must also file proof of service of the appeal on the opposing party.

The Commission will hold a hearing on your appeal. As with hearings held in regard to petitions that are filed, it is recommended that a person schedule a meeting with the Contact Representative of the Rental Housing Commission to discuss the appeal process. This is strongly recommended if you intend to represent yourself. The Rental Housing Commission is located in room 9200 at 941 N. Capitol Street, NE and can be reached at (202) 442-8949.

INFORMATION REGARDING EVICTIONS



A landlord may not evict a tenant from a rental unit for any reason, other than for non-payment, unless he or she has served the tenant with a valid written notice to vacate. There are several types of notices to vacate, which may be challenged. These are explained below.

Violations of Obligation of Tenancy

An "obligation of tenancy" refers only to those obligations, which are contained in the written lease agreement or in the Housing Code. The alleged violation must have occurred no more than six (6) months prior to the issuance of the notice. The law requires a landlord to provide to the tenant a thirty (30) day written notice, referred to as a "Notice To Correct Or Vacate." The tenant has 30 days to correct the alleged violation. The law allows the landlord to include in the notice a statement that if the violations are not corrected in the thirty (30) day period, the tenant may be evicted, after the housing provider takes the appropriate steps to secure possession of the premises.

Substantial Rehabilitation, Alteration, Renovation

At times, a landlord may plan to substantially rehabilitate or renovate the housing unit. Under these circumstances, the landlord must also provide a notice to vacate that includes among other things the basis for the eviction, and the minimum time to vacate. There are several other points regarding these types of notices to vacate:

1. If the tenant is required to vacate the unit to complete the rehabilitation, the notice shall provide the tenants 120 days to vacate.
2. The notice shall also inform the tenant of their right to relocation assistance. You should check with the Housing Regulation Customer Service Center regarding the amounts of money that are to be provided by the landlord.



RETALIATORY ACTION

Many tenants express concern, regarding the reaction of landlords, when voicing their complaints regarding alleged violations of the Housing Code and the Rental Housing Act of 1985. Subchapter V of the Rental Housing Act of 1985 and Section 307 of the District of Columbia Housing Regulations prevent landlords from taking retaliatory action against tenants for exercising their rights as allowed by the regulations. Retaliatory action includes the following.

- 0 Any action by the landlord to recover possession of the rental unit in violation of the rules and regulations pursuant to the District of Columbia Housing Regulations and the Rental Housing Act of 1985.
- 0 Any action which would unlawfully increase rent, decrease services, increase the obligation of a tenant, or constitute undue or unavoidable inconvenience, violate the privacy of a tenant, harass the tenant, or reduce the quality or quantity of service.
- 0 Any refusal to honor a lease or rental agreement or any provision of a lease or rental agreement, refusal to renew a lease or rental agreement, and
- 0 Any other form of threat or coercion.

Tenants, who feel that a landlord has retaliated against them for exercising their rights, should contact the Housing Regulation Administration Customer Service Center.



SUMMARY OF IMPORTANT TELEPHONE NUMBERS AND ADDRESSES

- 1. Office of Director** **442-8947**
Department of Consumer & Regulatory Affairs
941 N. Capitol Street, N.E.
Suite 9500
Washington, D.C. 20002
- 2. Office of Administrator** **442-4600**
Housing Regulation Administration
Room 7280
- 3. Office of the Rent Administrator** **442-4610**
Rental Accommodations and Conversion
Division – Room 7280
- 4. Program Manager** **442-7317**
Housing Regulation and Enforcement
Division – Room 7228
Code Enforcement Branch - Room 412
- 5. Housing Regulation Services Center** **442-4610**
For Rent Control Act Concerns and
Housing Code Violations
- 6. Office of Adjudication** **442-8167**
Room 9100
- 7. Rental Housing Commission** **442-8949**
Room 9200
- 8. Housing Business Licenses** **442-4150**
Business Service Division - First Floor
Business Regulation Administration
- 9. Certificate of Occupancy Branch** **442-9470**
Building and Land Regulation Administration
Room 2400

A GUIDE TO FREE OR LOW COST LEGAL SERVICES



D.C. Law Students In Court Program (202) 638-4798
702 H Street, N.W., Suite 400
Washington, D.C. 20001

Neighborhood Legal Services Program
(Listed below are the NLSP offices & locations)

Anacostia (202) 678-2000
1213 Good Hope Road, S.E.
Washington, D.C. 20020

Northwest (202) 682-2700
701 4th Street, N.W.
Washington, D.C. 20001

Zacchaeus Legal Clinic (202) 265-2400
1525 7th Street, N.W.
Washington, D.C. 20001

**Legal Aid Society of the
District of Columbia** (202) 628-1161
666 11th Street, N.W.
Washington, D.C. 20001

Harrison Institute for Public Law (202) 662-9600
111 F Street, N.W., Room 102
Washington, D.C. 20001