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DC Tenant Bill of Rights– Landlords to Amend Their Practices as of July 3!

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In August of 2014, then Mayor Vincent Gray signed a bill into law that requires landlords to provide their tenants with a copy of the District of Columbia Tenant Bill of Rights. The District has long been seen as a relatively tenant-friendly city and this new law, effective July 3, 2015, aims to make sure renters are aware of their rights under the law.

Those rights include:

- Lease—If there is a written lease, the landlord must supply the tenant with a full copy of the lease, along with all addendums and DC housing regulation disclosures. (Written leases are not required in DC). At the end of the lease term, tenants may continue month-to-month, indefinitely, on the same terms, unless there are lawful rent increases.
- Security Deposit— The security deposit cannot be more than one month's rent and, upon termination of the tenancy, landlord only has 30 days to explain any deductions from the deposit.
- Disclosure of Information—Upon receipt of an application to lease a unit, landlord must disclose:
    1. The applicable rent for the unit
    2. Any pending petitions to change the rent (if rent control applies)
    3. Whether the property is subject to rent control or exempt (remember, exemptions have to be applied for – they are not automatic)
    4. Certain housing code violation reports
    5. The amount of any application fee, security deposit and interest rate on the security deposit
    6. Any plans for condo or coop conversions

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7. Information on the ownership by the landlord and business license information
8. 3-year history of mold contamination
9. A copy of the Bill of Rights

- Receipts for Rental Payments—The Landlord must give a receipt for every rental payment. The receipt must state the purpose, the date paid, and the amount, if any that remains due. The only exception to this receipt requirement is when the payment is made by personal check AND pays in full all amounts due.
- Rent Increases—Explains rent control (only for non-exempt units)
- Building Conditions— The unit has to be safe and sanitary as of the first day of tenancy ("warranty of habitability") and must be kept in compliance during the tenancy. Tenant has a right to receive copies from DC of violations.
- Lead Paint Hazard— For properties built prior to 1978, the landlord must provide prospective tenant with:
  - The District Department of the Environment form about their rights under the D.C. lead laws
  - A current lead-safe "clearance report" to:
    - a prospective tenant household that includes a child less than 6 years of age or a pregnant woman
    - a household that gains such a person and requests the report in writing
    - any tenant household that gets regular visits from such a person
  - Disclosure 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
- Mold— After receiving a written notice from a tenant that mold is suspected in the unit or a common area, the landlord must inspect the premises within 7 days and remediate the mold within 30 days.
- Quiet Enjoyment and Retaliation— The landlord may not unfairly interfere with the tenant's comfort, safety or enjoyment of a unit. Additionally, landlords may not retaliate against you for exercising any right of occupancy.
- Discrimination— The landlord cannot discriminate based upon 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, victims of intra-family violence, or place of residence or business of any individual
- Right to Organize—The landlord may not get in the way of tenant's right to organize a tenant association, hold meetings, share and post information, or deny building access to an outside tenant organizer.
- Sale and Conversion— Under the Tenant Opportunity to Purchase Act (TOPA), tenants must be given the opportunity to purchase their unit before the landlord sells, demolishes, or discontinues the housing use. Additionally, the landlord may not convert the rental building into a condominium or cooperative unless a majority of the tenants vote for the conversion in a tenant election.
- Relocation Assistance—Tenants have the right to relocation assistance if they are displaced by alterations, demolition, and other circumstances.
- Evictions— Evictions may only occur for a violation of one of the ten specific reasons set forth in Title V of the Rental Housing Act of 1985. Landlord cannot use "self-help" methods of eviction such as cutting off your utilities or changing the locks.

Current tenants also have benefits under this law. Once a year, a current tenant may request, in writing, a copy of disclosure documents for their unit. The landlord then has ten (10) days to provide the tenant those documents, which should include the Tenant Bill of Rights.

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