

District of Columbia Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This District of Columbia Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement. The Manager is {PropertyManagerName}.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} (“Agreement Term”). Tenant cannot be evicted or asked to move just because the Agreement Term expires. D.C. Code § 42-3505.01 states:

Except as provided in this section, no tenant shall be evicted from a rental unit, notwithstanding the expiration of the tenant's lease or rental agreement, so long as the tenant continues to pay the rent to which the housing provider is entitled for the rental unit.

5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord’s address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per D.C. Mun. Regs. Tit. 14, § 306, Landlord shall provide written receipts to Tenant of payments made other than by check. Each receipt shall include the amount, date, and purpose of the payment.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. Per D.C. Code § 42-3505.31, the late fee may not exceed 5% of the rent amount. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient

funds fee of $\{NSF_Fee\}$. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. **PRORATION OF RENT.** For the period from $\{StartDate\}$ through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of $\{ProratedRent\}$.

8. **SECURITY DEPOSIT.**

- A. **Amount.** Tenant shall deposit with Landlord the amount of $\{SecurityDeposit\}$. **[Note: Per D.C. Mun. Regs. Tit. 14, § 308, the security deposit may not exceed one month's rent].**
- B. **Escrow Account For Security Deposit.** Landlord shall place the security deposit in an interest bearing escrow account established and held in trust in a financial institution in the District of Columbia insured by a federal or state agency for the sole purposes of holding such deposits or payments. Landlord shall post in the lobby of the building and rental office at the end of each calendar year, the following information: where Tenant's security deposits is held and what the prevailing rate was for each 6-month period over the past year. At the end of Tenant's tenancy, the housing provider shall list for Tenant the interest rate for each 6-month period during the tenancy.
- C. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement by Tenant including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; and late charges. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.
- D. **Inspection.** Per D.C. Mun. Regs. Tit. 14, § 310, in order to determine the amount of the security deposit or other payment to be returned to Tenant, Landlord may inspect the Premises within three days, excluding Saturdays, Sundays, and holidays, before or after the termination of the tenancy. Landlord shall conduct the inspection, if the inspection is to be conducted, at the time and place of which notice is given to Tenant. Landlord shall notify Tenant in writing of the time and date of the inspection. The notice of inspection shall be delivered to Tenant, or at the Premises, at least ten days before the date of the intended inspection.
- E. **Return Of Security Deposit.** Within **45 days** after the termination of this Agreement, Landlord shall do one of the following:
- i. return the security deposit to Tenant, without demand, including any interest; or
 - ii. notify Tenant in writing of Landlord's intention to withhold the security deposit to cover damages or other charges. If there are damages or other charges, Landlord then has another **30**

days to return to Tenant the balance of the security deposit, any applicable interest, and an itemized statement of repairs or other charges that Landlord deducted from the security deposit.

- F. **Interest.** Per D.C. Mun. Regs. Tit. 14, § 311, interest on a security deposit in an escrow account shall be due and payable by Landlord to Tenant upon termination of any tenancy of a duration of **12 months** or more. Interest accrual shall commence on the date the security deposit is paid by Tenant and shall accrue at the statement savings rate. At the end of a Tenant's tenancy, Landlord shall list for Tenant the interest rate for each 6-month period during the tenancy.
9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
- A. **Notice to Quit.** After the Agreement Term, per D.C. Code § 42-3202, a residential tenancy may be terminated by a **30-day** notice in writing only from Tenant to Landlord of Tenant's intention to quit. The notice shall expire on the first day of the first month at least 30 days after the date of the notice. Per D.C. Code § 42-3205, after giving notice as described, Tenant shall not be entitled to recall the notice so given without the consent of Landlord.
- B. **Holdover.** Per D.C. Code § 42-3207, if Tenant continues in possession of the Premises after having given notice of Tenant's intention to quit and refuses, without reasonable excuse, to surrender possession according to such notice, Tenant shall pay to Landlord **double the monthly rental amount of \${MonthlyRent}**, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a

proceeding before any court of competent jurisdiction.

14. **WAIVER OF NOTICE TO QUIT FOR FAILURE TO PAY RENT.**

If Tenant fails to pay any of the monthly rental amount or other charges or fees due hereunder, Landlord may terminate this Agreement, and Tenant hereby expressly waives any Notice to Quit or Notice to Vacate.

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15. **RENT CHANGES.**

A. **If The Premises Is Exempt From The Rent Stabilization Program.**

Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant 30 days prior to the end of the Agreement Term or any month-to-month tenancy. Notwithstanding the forgoing, Landlord shall not increase the rental amount until a full 12 months have elapsed since any prior increase, per Per D.C. Mun. Regs. Tit. 14, § 4206.3.

B. **If The Premises Is Subject To The Rent Stabilization Program.** Per

D.C. Mun. Regs. Tit. 14, § 4200.8, an increase in the rental amount shall be authorized only by an increase in the rent ceiling taken and perfected pursuant to D.C. Mun. Regs. Tit. 14, § 4204 and under the following conditions:

- i. at the election of Landlord, pursuant to D.C. Mun. Regs. Tit. 14, §§ 4206 and 4207;
- ii. under an order of the Rent Administrator issued pursuant to D.C. Mun. Regs. Tit. 14, §§ 4209, 4210, 4211 or 4212;
- iii. under a voluntary agreement approved by the Rent Administrator pursuant to D.C. Mun. Regs. Tit. 14, § 4213; or
- iv. under any prior rent control law and the regulations, if any, promulgated under that prior law.

16. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

17. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delay. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

18. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest

lawful rate.

19. MAINTENANCE RESPONSIBILITIES.

A. Landlord's Responsibilities. Landlord shall comply with all applicable building and housing codes materially affecting health and safety, and shall make all repairs and do whatever is necessary to keep the Premises in a fit and habitable condition. If a condition is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such defective condition shall not constitute a breach of Landlord's obligations under this subsection A.

B. Tenant's Responsibilities. Per D.C. Mun. Regs. Tit. 14, § 802:

- i. In those portions of Premises occupied for residential purposes under the exclusive control of Tenant, it shall be the responsibility of Tenant to observe the provisions of D.C. Mun. Regs. Tit. 14, § 802, unless otherwise indicated in D.C. Mun. Regs. Tit. 14, § 802.
- ii. In addition to Tenant's responsibilities under D.C. Mun. Regs. Tit. 14, § 800, Tenant shall specifically be responsible for the following:
 - a. keeping the part of the Premises that Tenant occupies and uses as clean and sanitary as the conditions of the Premises permit;
 - b. disposing from the Premises all rubbish, garbage, and other organic or flammable waste, in a clean, safe, and sanitary manner;
 - c. keeping all plumbing fixtures as clean and sanitary as the condition of those fixtures permit;
 - d. properly using and operating all electrical, gas, plumbing, and heating fixtures and appliances.
- iii. Tenant shall not do or permit any person on the Premises with Tenant's permission to do any of the following:
 - a. willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or Premises; or
 - b. willfully or wantonly destroy, deface, damage, impair, or remove any part of the facilities, equipment, or appurtenances to the Premises.
- iv. Tenant of each dwelling unit in multiple dwellings shall provide as needed for Tenant's own use sufficient, lawful and separate receptacles for the storage of ashes, garbage, and refuse in Tenant's own unit.
- v. All garbage, refuse, and ashes of each unit shall be placed by Tenant in receptacles and transferred by Tenant to the designated place of common storage on the property, unless the collection and transfer is provided by the operator.

20. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

21. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

22. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

23. **RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what

must be done to comply;

v. they are not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

24. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

25. **ABANDONMENT.**

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment.

C. **Personal Property.**

Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.

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26. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:

A. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;

B. to show the Premises to a prospective tenant, purchaser, or lender;

C. to estimate repair costs;

- D. to prevent waste;
- E. to prevent excessive noise or disturbances; or
- F. to make any repairs, additions, or alterations.

Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises.

27. RETALIATORY ACTION.

- A. Per D.C. Code § 42-3505.02, Landlord shall not take any retaliatory action against Tenant who exercises any right conferred upon Tenant by any provision of law. Retaliatory action may include:
 - i. any action or proceeding not otherwise permitted by law which seeks to recover possession of a rental unit;
 - ii. action which would unlawfully increase rent, decrease services, increase the obligation of Tenant, or constitute undue or unavoidable inconvenience;
 - iii. any action which would violate the privacy of Tenant, harass Tenant, or reduce the quality or quantity of service;
 - iv. any refusal to honor a lease or rental agreement or any provision of a lease or rental agreement;
 - v. any refusal to renew a lease or rental agreement;
 - vi. any termination of a tenancy without cause; or
 - vii. or any other form of threat or coercion.
- B. In determining whether an action taken by Landlord against Tenant is retaliatory action, the trier of fact shall presume retaliatory action has been taken, and shall enter judgment in Tenant's favor unless Landlord comes forward with clear and convincing evidence to rebut this presumption, if within the six months preceding Landlord's action, Tenant:
 - i. has made a witnessed oral or written request to Landlord to make repairs which are necessary to bring the housing accommodation or the rental unit into compliance with the housing regulations;
 - ii. contacted appropriate officials of the District government, either orally in the presence of a witness or in writing, concerning existing violations of the housing regulations in the Premises Tenant occupies or pertaining to the housing accommodation in which the Premises is located, or reported to the officials suspected violations which, if confirmed, would render the Premises or housing accommodation in noncompliance with the housing regulations;
 - iii. legally withheld all or part of the Tenant's rent after having given a reasonable notice to Landlord, either orally in the presence of a witness or in writing, of a violation of the housing

regulations;

- iv. organized, been a member of, or been involved in any lawful activities pertaining to a tenant organization;
- v. made an effort to secure or enforce any of Tenant's rights under Tenant's lease or contract with the housing provider; or
- vi. brought legal action against Landlord.

28. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
29. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
30. **LIEN ON PERSONAL PROPERTY.** Per D.C. Code § 42-3213, Landlord has a lien upon Tenant's personal property in the Premises, subject to execution for debt, beginning {StartDate} and continuing until 3 months after termination of the tenancy.
31. **GROUNDS FOR TERMINATION OF THE TENANCY.**
- A. **Termination By Landlord.** Landlord may terminate this Agreement if:
- i. Lawful Eviction. D.C. Code § 42-3505.01 describes the reasons for which a tenant may be evicted, which are summarized as the following:
 - a. nonpayment of rent;
 - b. Tenant violates an obligation of the tenancy;
 - c. Tenant performed an illegal act within the Premises;
 - d. Landlord wants possession of the Premises for its own immediate, personal use;
 - e. sale of the Premises to another person;
 - f. Landlord makes alterations or renovations to the Premises;
 - g. demolition of the Premises and replacement with new construction;

- h. immediate, substantial rehabilitation; or
- i. discontinuing the housing use;
- ii. drug-related evictions allowed under law; or
- iii. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. at the beginning of the Agreement Term, the Premises is unsafe or unsanitary, per D.C. Mun. Regs. Tit. 14, § 302.1;
- ii. during the Agreement Term, the Premises becomes unsafe or sanitary, per D.C. Mun. Regs. Tit. 14, § 302.2;
- iii. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
- iv. Tenant is a victim (or is the parent or guardian of a minor victim) of an intrafamily offense, per D.C. Code § 42-3505.07; or
- v. otherwise provided by law.

32. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
33. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
34. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
35. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
36. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and

conspicuously posted, as follows:

A. To Tenant: the Premises, or at Tenant's last known address

B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

37. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
38. **ATTORNEYS' FEES.** Per D.C. Mun. Regs. Tit. 14 § 304.4, neither party shall be responsible for the other party's attorneys' fees, unless so required by a court of competent jurisdiction.
39. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
40. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
41. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
42. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
43. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Per D.C. Mun. Regs. Tit. 14, § 303.1, Landlord shall provide an executed copy of this Agreement to Tenant within seven days of execution.

Dated as of the date first set forth above.

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