

Top Ten Legal Pitfalls of Being a District of Columbia Landlord

1) Once a landlord, always a landlord. With some notable exceptions that I will discuss in more depth in later posts, if you rent someone an apartment in DC and they comply with the lease, and pay the rent, that lease is good until they move or die, no matter what it says about the end date. This is a "perpetual tenancy" and is the right of residential tenants that gets many landlords in trouble.

2) You must give a "legally sufficient" thirty day notice to cure or quit before you can file for possession based on a lease violation. It must be specific about what the tenant did to violate the lease and it must tell them how to cure the violation. If they cure, a concept I will discuss at greater length but can mean many things, you cannot file suit. Again, notable exceptions, like the Federal Drug Related Evictions Act, exist, but they are rare.

3) The notice to cure or quit must be in English and Spanish. Period.

4) If you want to rent residential property in DC your lease should contain a waiver of notice to quit for failure to pay rent. Most national lease forms don't. It is a storage quirk of DC landlord/tenant law. If your lease doesn't have a waiver of notice to quit for nonpayment of rent, you must serve a thirty day notice as described in number 2 and 3 before filing for possession because your tenant has stopped paying rent. Wipe that look of horror off your face, yes, they will get even more behind while you go through this process.

5) Tenants can demand a jury trial no matter how little they owe or what the lease violation is. Your case will be certified to the Civil Division, a process I will explain fully later, but for now you just need to know it is often very long. Perhaps up to a year. During this time, the lease violation may very well continue and in nonpayment of rent cases you won't be getting any rent, some, hopefully all of the monthly rent going forward from the first court date, will be paid into the court escrow.

6) In order to get the money paid into escrow, you must request a protective order. If the tenant says they have problems with the house or apartment the court will set another hearing to determine what the amount of the rent should be. That hearing is like a mini trial on the conditions of the apartment at the time of the hearing. Be prepared.

7) You are only entitled to a protective order in cases that are about nonpayment of rent. However, if you sue a tenant who you have already sued or given a notice for another lease violation for nonpayment you could lose your other case. This is a hyper technical legal issue, but if you have both a tenant who has stopped paying rent and is committing other serious lease violations, this is a good time to talk to an experienced landlord/tenant attorney so you don't waste time and money later. If you have sued on both issues, you can try using the magic words: "Your Honor, I would like the tenant to agree that they will pay rent to me going forward or pay a protective order and that acceptance of rent does not constitute a waiver of my other claims." But the judge is always going to say something else and that is when you will really want to phone a friend. My advice in these situations is to start with the legal advice.

8) Tenants can file tenant petitions with the DCRA and request a "Drayton Stay" in your landlord/tenant case until the agency decides their tenant petition, which can take years. If they filed certain types of petitions, they are legally entitled to the stay and you could be in limbo for a long time.

9) In nonpayment cases, the tenant can counterclaim for three years of back rent if they claim the conditions of the unit violated the DC Housing Code. It is possible to sue a tenant for nonpayment of rent and end up owing them money.

10) There is always something new. I love this area of the law because it is complex, the DC Court of Appeals issues many landlord/tenant decisions, so the law is always changing, it takes place in DC Superior Court, Housing Court, DCRA, and the court rules committee, who have changed many of the filing procedures recently. Landlords hate this and I don't blame them. Trying to protect your property in several places at once

with conflicting, constantly changing rules is incredibly stressful, making change and complexity the top legal pitfalls for DC landlords.