



Residential Lease Washington, DC

THIS LEASE, is made _____ by and between _____, as Agent for Landlord _____ (hereinafter referred to as "Landlord" or "Landlord/Agent") and _____ (hereinafter referred to as "Tenant") (the "Lease"), WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as _____ (the "Premises") for the term of _____ beginning on the first day of _____ and ending on the last day of _____ (the "Term").
Mail Box Number _____ Reserved Parking Space Number(s)/Location _____

GENERAL PROVISIONS:

1. RENT:

Tenant covenants and agrees to pay rent in equal monthly installments of \$ _____ in advance on the first day of each and every month ("Rent Due Date") of said term. The total rent for the term of the Lease is \$ _____. Tenant is to pay one full month rent prior to commencement of occupancy. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant agrees to pay said rent to _____ at _____ (or at such other place as Landlord/Agent may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may use any remedy afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

2. TENANT LIABILITY:

Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with the applicable law.

3. PRO RATA:

It is additionally understood and agreed that Tenant is to commence occupancy of the premises on _____. On _____ the sum of \$ _____ shall be due as "pro rata" rent for the period _____ through _____.

4. ADDITIONAL CHARGES:

Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within five (5) days of the date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the monthly rent. However, the five (5) day late period is NOT a grace period, and the rent is due and payable on the first of each month. The late charge must be paid as additional rent together with the rent then overdue and in arrears and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing in this lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by the District of Columbia law) of **\$100.00** _____ will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

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5. SECURITY DEPOSIT:

Landlord hereby acknowledges receipt of the sum of \$ _____ (an amount not to exceed the first full month's rent) which is to be retained as a security deposit for the performance by Tenant of all covenants, conditions and terms of this Lease, to be held and deposited in accordance with the applicable provisions of the Housing Regulations of the District of Columbia. Landlord shall not be obligated to apply the same on rent or other charges and arrears or on damages for Tenant's failure to perform said covenants, conditions and terms, although Landlord may so apply the security at Landlord's option. Tenant's loss or Tenant's right to possession of the premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord or Agent holds the security deposit. In the event Landlord repossesses said premises because of the Tenant's default or because of Tenant's failure to carry out the covenants, conditions and terms of this Lease, Landlord may apply such security on account of all damages suffered by reason of Tenant's default or breach.

Pursuant to the D.C. Housing Code, after a tenancy is terminated, 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 toward expenses incurred under the terms and conditions of this lease. If Landlord elects to apply the security deposit to monies owed by the Tenant to the Landlord, either for rent, additional rent, or damages, then Landlord shall notify Tenant that he/she intends to withhold the deposit and Landlord has thirty (30) days, from the date the Tenant was first notified, to refund the balance of the deposit that was not used to pay costs of expenses incurred, and at the same time must provide Tenant with an itemized statement, including costs, of the repairs for which the money was spent.

All utility services in the premises shall be ordered disconnected and all final bills paid by Tenant, with proof of receipts, before any part of the security deposit will be returned. Interest shall be paid or credited Tenant in accordance with the provisions of said Housing Regulations. NO PORTION OF SAID DEPOSIT SHALL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the transferee, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor.

The Landlord, or Landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the Tenant for the maintenance of the security deposit as required by law.

6. POSSESSION:

In the event that Landlord is unable to deliver possession of the premises at the commencement of the tenancy, Landlord agrees to use whatever efforts are, in his determination, reasonable to secure possession of the premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over, but in no event shall Landlord, Agent or the manager of the premises be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this Lease until the premises are available for occupancy by Tenant.

7. USES/AUTHORIZED OCCUPANTS:

The premises will be used solely for residential purposes and be occupied by no more than _____ persons, including children. The following persons and no others, except after born children, children adopted by tenant, or children of whom tenant is appointed guardian are authorized by Landlord to reside within the demised premises: _____

Tenant will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal and local laws and ordinances. Tenant shall not permit any person on the premises with the tenant's permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises or in the common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting family members and guests from possessing or bringing onto the leased premises or common areas any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises or common areas by the Tenant, family or guests shall

constitute a substantial breach of this Lease by the Tenant, which shall entitle Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises or common areas by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of neighbors or, if applicable, common areas.

8. COMMON OWNERSHIP COMMUNITY RULES AND REGULATIONS:

Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or hereafter in effect by the _____ (print name of common ownership community, if applicable). A copy of this Lease Agreement must be submitted to the common ownership community, if required. Any obligation of the owner that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the rules and regulations. Failure to cure any on-going violations of the Rules and Regulations by the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result thereof.

The provisions herein, notwithstanding, if the legal documents and rules and regulations of the named Association prohibit subleasing, Landlord/Agent need not consent to an assignment or sublease of the premises.

FOR CONDOMINIUMS/COOPERATIVES ONLY: In addition to the rights of Landlord under this Lease and at law or in equity in the event of any such breach by Tenant, the Condominium/Cooperative /Home Owners association shall have the right and authority to bring legal action and/or equitable action against Tenant and/or such occupant(s) for such failure to comply with such rules, notices, bylaws, or regulations and to enforce the same against Tenant and/or such occupant(s) as the Condominium/Cooperative association's governing documents may allow.

9. PETS/SERVICE ANIMALS:

A. Pets: (This paragraph does not apply to service animals covered by American with Disabilities Act (ADA).)

Tenant shall not keep or allow pet(s) on premises except as follows or with the subsequent written consent of Landlord/Agent. The following pet(s) may be kept on the premises:

Yes No # ALLOWED _____ TYPE OF PET(S) _____ WEIGHT _____

Should the above consent be given, Tenant agrees to arrange for and pay the costs of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy, Landlord has the right to pre-approve the carpet cleaning company. Paid receipts for such cleaning and treatment must be provided to Landlord/Agent. Tenant further agrees to assume all liability and to be responsible for any damage caused by said pet(s) such as, but not limited to damage to carpets, subflooring and wood floors, screens, glass and frames and landscaping. Tenant must comply with any pet ordinances enacted by the local authorities, homeowners or condominium associations. Tenant shall not keep any pet on the premises if the pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance. Tenant assumes full liability for the results of any actions of pet.

If Tenant permits or harbors a pet on the premises without: 1) permission of Landlord/Agent and 2) payment of an additional required deposit, Tenant shall be in violation of the lease. If Tenant violates the "no pets" provision of the lease, Tenant agrees to pay, additional rent \$ 150.00 per month per animal for each month violation exists, in addition to any damages, physical or otherwise, which in the opinion of Landlord/Agent were caused by the unauthorized animal on the premises. Agent also reserves the right to require removal of the animal from the premises, and require additional security deposit to be held for balance of the tenancy. *The combined total of any and all deposits may not exceed the equivalent of the first month's rent.*

B. Service Animals: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service pet, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said including , but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

10. MAINTENANCE:

A. By Tenant: Tenant must generally maintain the rental dwelling and other appurtenances such as garage or shed, if any, in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, resetting of circuit breakers, batteries and light bulbs; cleaning of carpets, chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers (to include dryer vent), window air conditioning units, humidifiers and de-humidifiers. Tenant is responsible for general control and elimination of household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents.

Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and air gaps free of blockages, and operate all electrical and plumbing fixtures properly. Tenant must not refinish or shellac the wood floors. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

All garbage and trash must be placed by Tenant in suitable covered containers and disposed of in a clean and sanitary manner by depositing it appropriately for regular pick-up and removal or placing it in trash chutes or in a trash room in accordance with the rules and regulations applicable to the Premises. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and removal of recyclables. Any municipal fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. *Tenant must not order repairs or replacements without prior written approval from the Landlord/Agent.* The Landlord may consider the failure of the Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this Lease and may elect to take legal action to terminate this Lease. Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission (including a failure to report a problem to Landlord/Agent in a timely manner) by the Tenant, family, guests, employees, invitees or pets.

If Tenant and Landlord make arrangements for Tenant to meet vendor to make repairs or perform maintenance, and Tenant fails to meet vendor as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor as scheduled. Further, should tenant require that such vendor appointments be made during vendor's overtime hours, and the work required does not qualify as an emergency, Tenant shall be responsible for the additional charges incurred to accommodate said overtime request.

If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be re-keyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.

FOR DETACHED/TOWNHOUSE/ROWHOUSE PROPERTIES ONLY

- Keeping up, preserving in good condition, and keeping trimmed any lawn, trees, vines, shrubbery and gardens;
- removing leaves, sticks and other debris that accumulate on the property;
- promptly removing ice and snow as necessary;
- keeping gutters, downspouts and exterior drains cleaned and cleared of leaves and other debris.

B. By Landlord:

Landlord/Agent is responsible for replacement of or repairs to structural elements of the building (or unit to which this lease applies), major appliances (including washers/dryers and air conditioning, if furnished) and electrical, plumbing, and heating systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways. In the event of a bona fide emergency, and if after reasonable effort, notification to the Landlord/Agent is impractical or impossible; the Tenant may order reasonable and necessary repairs to alleviate the emergency condition at Landlord's expense, through a licensed and insured contractor. Tenant must immediately notify the Landlord in writing of such repairs.

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11. UTILITIES:

Tenant must pay all applicable, individually metered gas, electricity or water utility charges. In instances where water is individually metered, Tenant shall be required to furnish a receipted water bill within 30 days after the termination of the lease, extension or renewals thereof or Landlord/Agent will deduct the amount of the final bill from Tenant's security deposit. Landlord shall provide one working phone jack and is not required to install nor maintain cable, additional phone jacks, cable wiring or multiple phone line access. Tenant may be required to remove satellite dishes and/or visible cables and to restore the premises to its original condition.

Tenant acknowledges responsibility for Water Gas Electric Other All Individual Utilities .

12. HEATING OIL:

Fuel Oil tank will be filled or measured prior to Tenant occupancy; it will then become Tenant's responsibility to leave fuel in tank full or have it measured upon termination of occupancy. If measuring method is elected Landlord/Agent and Tenant agree to reimburse (or pay) other party for overage (or shortage) of measured contents at termination of lease. Tenant agrees to purchase heating oil from _____

Company at _____ Phone _____ , as Landlord/Agent requires the service contract remain in effect with this company.

13. SMOKE DETECTORS:

A. Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing.

B. Landlord/Agent assumes no responsibility or liability for any non-reported malfunctions to or misuse of Smoke Detectors by the Tenant which results in injury or damage to persons or to the leased premises and the Tenant shall be responsible for any fines by any governmental agency.

C. This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupant may want to obtain a dual powered smoke detector or a battery powered smoke detector.

14. ALTERATIONS:

Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, will not drive nails or other devices into the walls or woodwork (except for a reasonable number of picture hangers); and will not change the existing locks of the premises or install additional locks. In any such instance where permission is granted, it shall be incumbent upon the Tenant to secure the necessary permits or community association permission. If the premises are subject to a community association, Tenant may not install anything on any common element.

Tenant may, without the prior written permission of the Landlord/Agent, install a radio or television antennae, subscription or satellite dishes or pay television devices and wiring, provided that dishes do not exceed 1 meter in diameter and that the installation is performed in a safe and secure manner. Applicable community rules and regulation apply. Tenant is responsible for repairing any damage caused by the installation or removal of such devices. Tenant is expressly prohibited from the removal of any existing wiring or equipment without written consent of Landlord/Agent.

15. VEHICLE PARKING:

No unlicensed, dismantled, inoperable and/or wrecked motor vehicles, including but not limited to automobiles, trucks, motorcycles, trailers or other such vehicles shall be parked on the property. Any vehicle as described herein that is parked on the property must have current license plates attached and said vehicles must be in operable condition. Licensed vehicles may be parked only in garage, driveways, if provided, or on the street. No vehicles shall be parked or stored on the grass or lawn of the property. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of said property.

There also shall be no parking or storage of commercial vehicles on the property at any time. For the purposes of this lease, a commercial vehicle is described as any vehicle that is in excess of 10,000 pounds manufacturer's gross vehicle weight, has lettering in excess of four (4) inches, exceed 300 cubic feet of load space, has dual rear axles and/or a stake platform, dump bed, crane, tow truck or roll back bed.

Additional restrictions may apply, as stated in the Rules and Regulations of any applicable Common Ownership Community.

16. SUBLET/ASSIGNMENT:

Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$ 1,000.00 service charge, which must be fair and reasonable, defraying Landlord's expenses incidental to processing the application for assignment or subtenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

17. INSURANCE:

Landlord's insurance policy does not provide tenant coverage for personal belongings or public liability. Tenant is required to obtain Renter's Insurance Policy to protect Tenant's personal belongings and for public liability throughout the tenancy. Tenant must add Landlord/Agent as an additional Interest/Insured. In the event that tenant fails to purchase or maintain a renter's policy the Landlord may at tenant's expense purchase said policy to be in effect throughout the lease. Tenant will do nothing and permit nothing to be done on or about the premises, which will contravene any fire insurance policy covering the premises.

18. HOLD HARMLESS:

Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by Landlord's/Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless the damages are caused by the Landlord's negligence or violation of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any loss sustained by Tenant that is the result of Landlord's negligence.

19. LANDLORD/AGENT ACCESS TO PROPERTY:

- A. Routine Entry:** Landlord/Agent may enter the premises after giving due notice to the Tenant for (i) routine inspection to determine property condition, (ii) make necessary repairs, decorations, alterations or improvements; (iii) supply services only by mutual agreement during normal business hours; or (iv) exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants.
- B. Emergency Entry:** Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation.
- C. Entry to Perform Requested Repairs:** Any request for service from Tenant is construed to mean that permission to enter the premises has been granted for the purpose of making requested repairs.
- D. Entry for Governmental Agency Inspection:** Landlord/Agent may enter the premises after due notice to the Tenant when the Landlord is required to allow access to the government agency responsible for an inspection.
- E. Entry for Good Cause:** Landlord/Agent may enter the premises after due notice to the Tenant when the Landlord has good cause to believe that the Tenant may have breached the lease or may be in violation of local or Federal law.
- F. Entry for Showing Property:** Tenant will permit Landlord or Agent to post a "For Rent" sign, along with a Key-Box to the main entrance for prospective tenants and agents' access, and to show said premises at reasonable hours to prospective tenants during the last 60 days of the term herein. If the premise is put on the market for sale during the tenancy, Tenant will permit Landlord or Agent to post a "For Sale" sign, a Key-Box, and permission to show. If Tenant refuses to allow access to Landlord or Agent as provided above, such refusal shall be a breach of this Lease and Landlord may obtain injunctive relief to compel access or may terminate this Lease, and bring an action for possession and damages sustained, including re-letting costs.

20. DEFAULT:

- A.** In the event of any default, except the failure to pay rent and late charges, or if the Landlord/Agent deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct by the Tenant or Tenant's family, guests, or employees that causes annoyance to neighbors or should the Tenant occupy the premises in violation of any rule, regulation, or ordinances of the Landlord/Agent, any Common Ownership community, any governmental rental authority, or any federal or local law, then, the Landlord/Agent has the right to give the Tenant personally or by sending via first class mail a thirty (30) day written notice to cure or quit the premises that includes the basis for said notification.

B. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District of Columbia Landlord/Tenant Court for Failure to Pay Rent — Landlord's Complaint for Repossession of Rented Property. TENANT HEREBY EXPRESSLY WAIVES ANY NOTICE TO QUIT OR NOTICE TO VACATE IN THE EVENT SUCH TERMINATION IS FOR NONPAYMENT OF RENT.

C. Tenant action to prevent entry after dually authorized notice shall constitute a default.

21. BANKRUPTCY OF TENANT:

If Tenant violates any of the provisions of this lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either by law or in equity (including but not limited to, the right to terminate this lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this lease. In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the premises shall be surrendered to the Landlord who reserves the right to repossess the premises. This provision of this paragraph shall survive the termination of this lease.

22. COURT AWARDED LEGAL FEES:

In an action by the Landlord to recover possession of the leased premises, including a nonpayment of rent action, the Tenant is obligated to pay actual court costs awarded by the court, and to pay any other legal costs or attorney fees awarded by a court. If reasonable attorney's fees are awarded by the Court in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises. If the tenant is the prevailing party, the landlord is obligated to pay the tenant's attorney's fees and costs as awarded by the court.

23. RETALIATORY EVICTION:

A. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to any public agency, or for any lawsuit filed by the tenant against the landlord/agent or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.

B. The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in the District of Columbia law to obtain possession of the dwelling unit.

24. WAIVER CLAUSE:

Any waiver of a default hereunder is not to be deemed a waiver of this Agreement or any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

25. TERMINATION/HOLD-OVER AND NOTICE TO VACATE:

A. Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the Landlord/Agent written notice of termination prior to the expiration of the Term such notice must encompass full rental period(s).

B. If Tenant shall hold over after the expiration of the term of this Lease, tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect. Tenant shall not give less than 60 days written notice to vacate, to coincide with the end date of the Lease Agreement, or any extension thereof. Said notice must be received by Agent, if Agent is managing the property, or by Landlord, if Landlord is managing property, by the first day of the month of which the Tenant is to vacate 30 days later.

C. Landlord may give Tenant ninety (90) days notice for Personal Use and Occupancy pursuant to section 501 (D) of the District of Columbia Rental Housing Act of 1985, as amended (Act), codified as D.C. OFFICIAL CODE. § 42-3505.01(d) (Supp. 2008). This notice must be given ninety (90) days prior to the termination of said lease. Landlord shall not receive rent for said Rental Unit which the Housing Provider has repossessed under this subsection during the twelve (12) month period beginning on the date he will recover possession of said Rental Unit.

D. Failure to vacate the premises after proper notice from Landlord/Agent may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages because of Tenant's holdover occupancy. This lease shall serve as notice of a rent increase of 150.000 % of the last rent charged if Tenant holds over after proper notice.

_____ (Tenant's Initials)

_____ (Tenant's Initials)

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26. MOVE-OUT INSPECTION/SURRENDER OF PREMISES:

A. Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear accepted. Tenant will leave the premises free of trash and debris; however, Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

B. Tenant has the right to be present at the time of inspection if Tenant notifies Landlord by certified mail at least fifteen (15) days prior to Tenant's date of moving of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall provide written notification to Tenant ten (10) days in advance of the time and date when the premises are to be inspected. The inspection date shall occur within three (3) business days before or after the date of intended moving as designated in Tenant's notice.

27. ABANDONED PERSONAL PROPERTY:

Any personal property, which is left on the premises after termination of the tenancy, shall be considered to be abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

28. DESTRUCTION:

If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

29. SUBORDINATION:

This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof.

30. ESTOPPEL CERTIFICATE:

Tenant will, at any time and from time to time, upon not less than fifteen (15) days prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

31. AGENCY:

The Owner recognizes (Brokerage) Peabody Residential (Peabody Real Estate, LLC) as the Agent negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Owner hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent.

32. MANAGEMENT:

These premises will be managed by Peabody Residential (Peabody Real Estate, LLC) (Owner) (Agent). In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner must abide by all provisions of Security Deposit Law in the District of Columbia. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable laws.

33. AUTHORIZATION TO INSTALL KEY-BOX:

The undersigned Tenant agrees that the Landlord/Agent, during the last 60 days of this Lease Agreement or any extension thereof, may install a Key-Box on the door of said property for the convenience and use of any authorized real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself/herself, heirs, and assigns to completely indemnify, save and hold harmless

said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Greater Capital Area Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Key-Box unless occasioned by the negligent omission, commission, fault or other misconduct or violation of law as determined by a court of law.

34. MILITARY/DIPLOMATIC CLAUSE:

In the event Tenant is a member of, or subsequently enlists into, the Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days for purpose of responding to a national emergency, declared by the President and supported by Federal funds and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant may terminate the lease upon delivering written notice to the Landlord/Agent with proof of his/her assignment. Written notice is effective upon personal delivery, delivery by private business carrier or by placing the written notice in the mail, with return receipt requested. Termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered in the case of a month-to-month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis. Tenant is also responsible for the cost of repairing damage to the premises caused by the tenant, if any. The Landlord/Agent will refund the security deposit within 45 days of the date of termination.

If Landlord or spouse is or hereafter becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government Agency on extended active duty and is transferred under PSC/Transfer orders, or is released or retired from active duty and is returning to the dwelling unit during the Lease term, he/she may terminate the Lease by giving the Tenant ninety (90) days written notice pursuant to the District of Columbia Municipal Regulations Title 14.

Applicant is Military/Diplomat

Landlord is Military/Diplomat

35. NOTICES:

All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office by first class mail, postage prepaid, or hand-delivered to the Tenant at the premises address, to the Agent or Landlord at the addresses designated herein, or to such addresses as the parties may designate in writing from time to time.

36. RECEIPTS:

Landlord/Agent agrees to provide to the Tenant a written receipt for payments of rent including remaining unpaid balance if the Tenant pays with cash or a money order.

37. MISCELLANEOUS:

A. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.

B. If this Lease contains a Lease Option Agreement the lease must state on its face: **THIS IS NOT A CONTRACT TO BUY.**

C. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this lease.

D. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.

E. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.

F. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

G. Plural can be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that the Tenant is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.

H. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

I. If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be rekeyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.

38. EMERGENCY NUMBER:

In the event of an emergency affecting the health, safety, or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling the following emergency number: (703) 436-6964 Ext 107 .

39. LEAD PAINT:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

40. LANDLORD REQUIREMENTS UNDER HOUSING REGULATIONS OF DC:

Tenant acknowledges receipt from Landlord/Agent of a copy of the following provisions of the Housing Regulations of the District of Columbia: Chapter 3; Section 101; and Section 106. Any clause or covenant contained in this agreement not in accordance with the amended DC Housing Regulations shall be considered null and void. Rent may not be increased more than once per twelve (12) month period for properties not exempt from rent control.

A. This property is exempt from rent control:
Exemption number: _____ .
BBL number: _____ .

B. This property is under rent control:
Exemption number: _____ .
BBL number: _____ .

_____ (Tenant's Initials)

_____ (Tenant's Initials)

41. ADDITIONAL PROVISIONS: Further Provisions and Additions:

The Peabody Residential Tenant Handbook shall be considered an addendum to this lease.

42. **ADDENDUM ATTACHED:** Yes No

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement:

Tenant _____ Date _____ Landlord _____ Date _____

Tenant _____ Date _____ Landlord _____ Date _____

Tenant _____ Date _____ REALTOR® Firm _____

Tenant _____ Date _____ Agent _____ Date _____

Security Deposit Received: \$ _____ From _____ On _____
Date _____

First Month's Rent Received: \$ _____ From _____ On _____
Date _____

Pro-Rata Rent Received: \$ _____ From _____ On _____
Date _____

Guarantors: If box is checked, this Lease Agreement is subject to the signatures of the following individuals, who by their signing, are agreeing to be guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the courts of the District of Columbia in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of the District of Columbia as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease. All signatures must be notarized unless witnessed by Landlord/Agent.

Name of Guarantor _____ Name of Guarantor _____

Address of Guarantor _____ Address of Guarantor _____

Signature of Guarantor _____ Date _____ Signature of Guarantor _____ Date _____

Name of Guarantor _____ Name of Guarantor _____

Address of Guarantor _____ Address of Guarantor _____

Signature of Guarantor _____ Date _____ Signature of Guarantor _____ Date _____

Name of Guarantor _____ Name of Guarantor _____

Address of Guarantor _____ Address of Guarantor _____

Signature of Guarantor _____ Date _____ Signature of Guarantor _____ Date _____

WASHINGTON, DC - LEASE ADDENDUM

This Addendum is made on _____ to lease (“Lease”) dated _____ between _____ (“Tenant”) and _____ (“Landlord”) for the rental of the Property: _____,

is hereby amended by the incorporation of this addendum, which shall supersede any provisions to the contrary in the Lease.

1. **COMMUNICATION:** Tenant shall initiate all communication and notices with Management Agent on matters associated with the lease through Tenant’s online account or the directed online method by Management Agent exclusively except for Emergencies. Tenant shall not communicate with Landlord directly without the written permission of the Managing Agent.
2. **NON-SMOKING:** No Smoking is allowed inside the house, garage or any enclosed area or structure on the property. If smoke or smoke-related damage or objectionable cooking or general odors are found at the move-out inspection the Tenants shall be liable for all cost to remediate the problem.
3. **NOTICE:** Any Notice provided for or permitted by this Lease to be given by one party or another shall be deemed given for all purposes in writing, mailed U.S mail, addressed to the party to be notified at the Notice Address or delivered personally. Such notice shall be deemed received as of the date of electronic delivery, postmark or personal delivery.
4. **AGENT:** Tenant understands and agrees that Peabody Residential (Peabody Real Estate, LLC) (“Managing Agent” or “Agent”), acts as managing agent for Landlord and as such, Tenant covenants and agrees to never name Managing Agent as a party in any lawsuit attempting to enforce any provision of this Lease, or otherwise concerning this Lease, indemnify Managing Agent for all of Managing Agent’s costs, damages, injury, claims, liability, expenses, losses and fees if Management agent is named in any such lawsuit or claim arising out of this Lease. The Tenant shall consider the the Management Agent as Landlord and as agreed in the Tenant Application Agreement. This provision shall survive termination, expiration or cancellation of the Lease and any Addendum(s).
5. **MOLD AND MILDEW:** Tenant shall maintain the Premises in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant shall provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean, vacuum, and dust on a regular basis and to remove visible moisture accumulation in laundry area, on windows, walls, accessible ducts, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts, vents, and intakes in the Premises. Tenant must immediately report in writing to Landlord any evidence of the following: (i) a water leak or excessive moisture in the residence, as well as in any storage room, shed, garage, attic, crawlspace, or other area on the Premises; (ii) mold- or mildew-like growth; (iii) any failure or malfunction in the plumbing, heating, ventilation, air conditioning systems or laundry systems in the Dwelling Unit; and (iv) any inoperable doors or windows. Landlord neither guarantees against, nor accepts any liability for, conditions existing, or which may exist on or about the Premises (including, but not limited to, dust, mold, or other irritants), unless the responsibility for the treatment or elimination of such conditions is either specifically stated in the Lease, Addendum, or required by applicable laws.
6. **PET(S):** If the lease includes a pet, Tenant agrees that when repairs and inspections are scheduled and when the property is being shown for rent or sale, all pet(s) will be secured (crated) without limiting access to the Premises or removed from the property during these times. Failure to allow access to the property due to a pet(s) will be treated as a violation of the lease and there may be a forfeiture of the pet and/or security deposit.

7. EARLY TERMINATION OF LEASE: The Tenant shall not be released from liability for rent and/or other charges under this Lease unless the Landlord agrees in writing to release the Tenant from such liability. If Tenant terminates the lease prior to the expiration date, Tenant will be charged all costs and damages related to Tenant's breach, including but not limited to an amount equal to 100% of one month's rent as an early termination fee for costs of re-leasing the Premises, which shall be due at the time of notice. In addition, Tenants will remain liable for rent, utilities and, if appropriate, yard maintenance until property is re-rented or the lease expires or until Landlord expressly and in writing releases Tenant from further obligations under the Lease. If the property is re-rented for a term less than the original lease term, or at a rental rate lower than what Tenant paid, the Tenant will remain liable for any applicable leasing commissions and any difference in rental rate through the remaining term of the original lease. The paragraph is not applicable if a Tenant terminates the Lease as provided under the Servicemembers Civil Relief Act of 2003.

8. ADDENDUMS TO LEASE: The Tenant Handbook by Peabody Residential shall be added as an addendum to the lease.

9. MOVE-OUT INSPECTION/SURRENDER OF PREMISES: Tenant shall provide written request for a check out inspection to Landlord no later than Fifteen (15) days prior to Tenant's intended check out date. Landlord shall have the sole discretion in determining the time of the check-out inspection. The Tenant may be present if Tenant wishes. Agent/Landlord shall make a reasonable effort to advise Tenant of the time and date of the check-out inspection, which inspection shall be made within seventy two (72) hours, weather permitting, of termination of occupancy or tenancy, whichever occurs last. The inspection will be made to determine if there are any damages not considered fair wear and tear. More than one inspection may be necessary before all damages can be assessed. Prior to the inspection the Tenant shall:

- A. Have the Premises and carpets cleaned by a professional company acceptable to the Agent/Landlord and provide a paid receipt. If cleaning is not acceptable or a receipt is not supplied, Agent/Landlord reserves the right to hire another company to re-clean the Premises and/or carpets at the Tenants expense.
- B. Have the Premises professionally treated for fleas/ticks if pet(s) have been present and provide a paid receipt. If pest problems arise after Tenant vacates, Agent/Landlord reserves right to have Premises treated as necessary to eliminate the pests at Tenant expense.
- C. Have the gutters professionally cleaned (if applicable) and provide a paid receipt.
- D. Tenant(s) must provide a paid receipt at move-out from a professional chimney sweep evidencing an inspection/cleaning has been done, is the premises has a fireplace(s.)
- E. Insure that the Premises are thoroughly cleaned. Where appropriate, have grass and shrubs properly trimmed and the beds weeded and leaves removed throughout yard.
- F. In a dispute regarding cleanliness to the inside and outside, Agent/Landlord's decision will prevail.

Except as noted, all other terms and conditions will remain in full force and effect. If any terms or provisions in this Addendum conflict with or are inconsistent with the Washington, DC Tenant/Landlord laws, then the Washington, DC laws shall govern.

SIGNATURES:

LANDLORD:

_____/_____

Date: Signature:

_____/_____

Date: Signature:

_____/_____

Date: Signature:

_____/_____

Date: Signature:

TENANT:

_____/_____

Date: Signature:

_____/_____

Date: Signature:

_____/_____

Date: Signature:

_____/_____

Date: Signature:

ACKNOWLEDGEMENT FORM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and/or Pending Government Actions

ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:

Lessee's Acknowledgement

- I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): _____ .
- I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): _____ .

Lessee's Signature

Date

Prospective Purchaser's Acknowledgement

- I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): _____ .
- I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): _____ .

Prospective Purchaser's Signature

Date

Agent's Acknowledgement

- I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

Agent's Signature

Date



INSTRUCTIONS FOR LEAD DISCLOSURE IN THE DISTRICT OF COLUMBIA

This disclosure form is intended to satisfy Federal disclosure requirements under 42 U.S.C. 4852d, as well as the District of Columbia's locally required disclosure requirements under D.C. Official Code § 8-231.01 and § 8-231.04. Under both Federal and District law, lead disclosure must occur before a tenant or purchaser of a pre-1978 residential property is obligated to lease or buy the property.

NOTE: There are some important differences between the Federal disclosure requirements and the District's disclosure requirements. Not all of these differences can be reconciled in the District's Lead Disclosure Form. Accordingly, it is vitally important that you read these instructions carefully, so that you remain in compliance with both Federal and District law pertaining to lead disclosure.

I. WHAT THE DISTRICT'S LEAD DISCLOSURE FORM PROVIDES

The District's Lead Disclosure Form provides:

- The Lead Warning Statement that Federal law requires;
- Notice that any lead-related records or reports must be made available to the prospective tenant or purchaser, as required by both Federal and District law;
- Room for the owner to list relevant details about the location of any known lead-based paint;
- Room for the owner to list relevant details about the location of lead-based paint hazards that the owner reasonably should know about; and
- Room for the owner to list any pending actions related to the property that have been ordered by a District agency.

II. KEY DIFFERENCES BETWEEN THE DISTRICT LAW AND FEDERAL LAW

- The District's lead law's definition of a "lead-based paint hazard" is different from the Federal definition of the same term. The District's definition of the term includes additional conditions that constitute a lead-based paint hazard, meaning it is stricter than the Federal definition. **Owners who use the District's Lead Disclosure Form to meet the District's requirement for disclosure must use the District law's definition of "lead-based paint hazard" when completing the form.** To help owners complete the form correctly, that definition is included on the form itself, as is the District's definition of the term "presumed lead-based paint," another key term to understand when completing the form. *Illustration: If an owner knows that there is peeling paint on their pre-1978 residential property, that paint is presumed by District law to be*

lead-based paint, and because the paint is in deteriorated condition, it is a lead-based paint hazard under District law and must be listed as such on the District's Lead Disclosure Form.

- District law requires the owner to disclose information related to the property about the presence of lead-based paint, lead-based paint hazards, and any pending actions ordered by a District agency, whenever such information is “reasonably known to the owner.” In contrast, Federal law only requires information about the presence of “known” lead-based paint and/or lead-based paint hazards to be disclosed. In other words, the District’s requirements are stricter than the Federal requirements, regarding what the owner must disclose. **To satisfy District law, an owner must not only disclose what they actually know about the presence of lead-based paint and/or lead-based paint hazards on their property, but they must also disclose what it is reasonable for them to know about such presence.** *Illustration: If an owner has not given his or her pre-1978 property a new coat of paint in the past twenty years, it is reasonable for the owner to know that the paint is no longer in intact condition. Therefore, the owner must disclose that lead-based paint hazards are present on the interior and/or the exterior of the property, in the form of deteriorated presumed lead-based paint.*
- The Federal disclosure requirements apply to “target housing,” a smaller category of housing than District law applies to. “Target housing” is a term that means pre-1978 residential properties, but that excludes “housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling [which are dwellings in which the living area is not separated from the sleeping area, such as efficiencies, studio apartments, dormitories, military barracks, and rentals of individual rooms in residential dwellings].” In contrast, the District’s disclosure requirements apply to pre-1978 “dwelling units,” which is a term that means “a room or a group of rooms that form a single independent habitable unit for permanent occupation by one or more individuals, that has living facilities with permanent provisions for living, sleeping, eating, and sanitation.”

The District has the same exception as the Federal exception, with respect to housing for the elderly or designated exclusively for persons with disabilities that does not contain a child under 6 years of age, and the following additional 3 exceptions: “[1] A unit within a hotel, motel, or seasonal or transient facility, unless such unit is or will be occupied by a person at risk for a period exceeding 30 days; [2] an area within the dwelling unit that is secured and accessible only to authorized personnel; [and 3] an unoccupied dwelling unit that is to be demolished, provided that the dwelling unit will remain unoccupied until demolition.” Note that the Federal exception for “0-bedroom dwelling” is not an exception under District law. **Key point: if you are submitting the District’s Lead Disclosure Form with the intent to satisfy both Federal and District disclosure requirements, an initial exemption from the requirement of submitting the form in cases involving pre-1978 residential housing is the one having to do with housing designated for the elderly or for the disabled.**

- Both Federal and District law require the owner to submit a completed Lead Disclosure Form prior to the purchaser or tenant being obligated under a contract to purchase or lease the dwelling unit. However, **Federal law and District law have different exceptions that apply, in addition**

to the above-mentioned initial exemption, and they can also exempt the owner from having to submit a completed disclosure form:

Exceptions under Federal law

- ✓ Sales of pre-1978 residential housing at foreclosure;
- ✓ Leases of pre-1978 residential housing that have been found to be lead-based paint free by a certified lead inspector;
- ✓ Short-term leases of 100 days or less, where no lease renewal or extension can occur; and
- ✓ Renewals of existing leases in pre-1978 residential housing in which the lessor has previously disclosed all information required by the Federal disclosure requirements related to the presence of known lead-based paint and/or lead-based paint hazards.

Exceptions under District law

- ✓ When the owner has a report from a risk assessor or an inspector certifying that a dwelling unit is a lead-free unit, the owner may provide that report instead of a completed disclosure form; and
- ✓ When the owner has three clearance reports issued at least twelve months apart and within the previous seven years, and the property was not and is not subject to any housing code violations that occurred during the past five years or any that are outstanding, the owner may provide those clearance reports instead of a completed disclosure form.

If one of the above exception scenarios exists, the owner must make sure the exception applies to the disclosure situation. For example, if District law requires that the Lead Disclosure Form be completed and submitted, an owner cannot use one of the exceptions provided by Federal law to avoid submitting the completed form. Conversely, an owner who is required by Federal law to disclose the known presence of lead-based paint and/or lead-based paint hazards cannot use an exception created by District law to avoid submitting the federally required information.

- If an owner learns of the presence of lead-based paint in a dwelling unit, District law requires the owner to:
 - ✓ Notify the tenant of the presence of lead-based paint within 10 days after discovering its presence; and
 - ✓ Provide the tenant with (1) the Federal Lead Warning Statement that is currently printed at the top of the District's Lead Disclosure Form, and with (2) the lead hazard information pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001). However, if the tenant has already received the Warning Statement and the pamphlet within the prior 12 month period, then the owner does not have to provide them again during this same time period.

III. ADDITIONAL DISCLOSURE REQUIREMENTS UNDER FEDERAL LAW

Providing the Lead Disclosure Form does not conclude an owner's obligations under related Federal law. Federal law requires that the following additional disclosure-related requirements also be met:

- The seller or lessor must provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet, such as the EPA pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001).
- The seller or lessor must disclose information about the presence of any known lead-based paint and/or lead-based paint hazards, as well as the existence of any available records or reports pertaining to such presence, not just to the purchaser or lessee, but also to each agent involved in the process. The term "agent" is defined as "any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing [except for] purchasers or any purchaser's representative who receives all compensation from the purchaser."
- The Federal disclosure law requires owners to give prospective purchasers and tenants a 10-day opportunity to conduct a risk assessment or inspection to determine whether lead-based paint and/or lead-based paint hazards are present, prior to a purchase and sale agreement or a lease being executed. Owners of residential property in the District of Columbia must also follow this additional requirement imposed by Federal law.
- The Federal disclosure law requires lessors to provide lessees with available records or reports pertaining to lead-based paint and/or lead-based paint hazards, but permits owners to submit report summaries under certain circumstances.¹ Lengthy court documents and construction documents may be excerpted, provided that all information regarding lead-based paint and lead-based paint hazards is included along with sufficient background information, so that the context of the excerpt is clear. For paint inspection and risk assessment reports, EPA and HUD have determined that lessors may provide lessees with a summary of all paint inspection and risk assessment reports, provided that the summary is prepared by a certified paint inspector or risk assessor. Where information about specific units is inconsistent with the conclusions as a whole, this information must be included along with the summary of general conclusions. In situations where documents are excerpted or summarized, they must be accompanied by a list of all complete records and reports available to the lessee. If the lessor chooses to provide excerpts or summaries and document lists in lieu of complete copies, the lessor must provide the lessee with the opportunity to review the complete documents in a central location on the premises, if feasible, and the opportunity to receive copies of any documents not provided, upon request, and at no cost to the lessee.
- The Federal disclosure law requires owners to attach its required disclosure materials, including the Federal Lead Warning Statement, to the sales or leasing contract before a purchaser or lessee is obligated under a contract to purchase or lease pre-1978 residential housing. District law does not require that this information be attached to sales or leasing contracts, only that it be provided before the buyer or renter is obligated. But whenever Federal law is more stringent than local

law, Federal law applies, and therefore owners of residential property in the District of Columbia who want to submit only one disclosure form to satisfy both Federal and District requirements must follow the additional requirement imposed by Federal law, of attaching the Lead Disclosure Form to the sales or leasing contract.

ⁱ Interpretative Guidance for the Real Estate Community on the Requirements for Disclosure of Information Concerning Lead-based Paint in Housing, August 20, 1996, page 6, answer to question 13.

LEAD DISCLOSURE FORM

Federal Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:

The District of Columbia “Lead-Hazard Prevention and Elimination Act of 2008,” as amended (the “Act”), D.C. Official Code § 8-231.01 *et seq.*, requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner’s agent of (*Insert Full Address of Property*)

and affirm that the following answers state what I reasonably know about my property.

CHECK ONE BOX UNDER A, B, AND C, BELOW.

A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:

Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint at this property):

To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978.

B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

NOTE: The following definitions must be followed to comply with District law.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: “Lead-based paint hazard” means any condition that causes exposure to lead from lead- contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. *See* D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: “Presumed lead-based paint” means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. *See* D.C. Official Code § 8-231.01(32).

I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint hazards at this property):

To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:

There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act’s requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

NAME OF OWNER/OWNER’S AUTHORIZED AGENT

DATE



**GOVERNMENT OF THE
DISTRICT OF COLUMBIA**



DISTRICT OF COLUMBIA OFFICE OF THE TENANT ADVOCATE

District of Columbia Tenant Bill of Rights

The Tenant Bill of Rights Amendment Act of 2014 , effective December 17, 2014 (D.C. Law 20-147; D.C. Official Code §§ 42-3531.07(8) & 42-3502.22(b)(1)) requires the D.C. Office of Tenant Advocate to publish a “D.C. Tenant Bill of Rights” to be updated periodically and noticed in the *D.C. Register*. This document is not exhaustive and is intended to provide tenants with an overview of the basic rights of tenancy in the District. Except for rent control, all these rights apply to every tenant in the District.

1. **LEASE**: A written lease is *not* required to establish a tenancy. If there is one, the landlord must provide you with a copy of the lease and all addendums. The landlord must also provide you with copies of certain District housing regulations, including those for Landlord & Tenant relations. Certain lease clauses are prohibited, including waiver of landlord liability for failing to properly maintain the property. The landlord may not change the terms of your lease without your agreement. After the initial lease term expires, you have the right to continue your tenancy month-to-month indefinitely on the same terms, except for lawful rent increases. (14 DCMR §§ 101, 106 & 300-399)
2. **SECURITY DEPOSIT**: The amount of the security deposit may not exceed the amount of 1 month’s rent. The landlord must place your security deposit in an interest-bearing account. The landlord must post notices stating where the security deposit is held and the prevailing interest rate. If there is a “move-out” inspection, the landlord must notify you of the date and time. Within 45 days after you vacate the apartment, the landlord must either return your security deposit with interest, or provide you with written notice that the security deposit will be used to defray legitimate expenses (which must be itemized within 30 more days). (14 DCMR §§ 308-311)
3. **DISCLOSURE OF INFORMATION**: Upon receiving your application to lease an apartment, the landlord must disclose: (a) the applicable rent for the rental unit; (b) any pending petition that could affect the rent (if rent control applies); (c) any surcharges on the rent and the date they expire (if rent control applies); (d) the rent control or exempt status of the accommodation; (e) certain housing code violation reports; (f) the amount of any non-refundable application fee, security deposit, and interest rate; (g) any pending condo or coop conversion; (h) ownership and business license information; (i) either a 3-year history of “mold contamination” (as defined) in the unit and common areas, or proof of proper remediation; and (j) a copy of this D.C. Tenant Bill of Rights document. The landlord must make this information accessible to you throughout your tenancy. Upon a tenant’s request once per year, the landlord must also disclose the amount of, and the basis for, each rent increase for the prior 3 years. (D.C. Official Code §§ 42-3502.22 & .13(d))

4. **RECEIPTS FOR RENTAL PAYMENTS:** The landlord must provide you with a receipt for any money paid, except where the payment is made by personal check *and* is in full satisfaction of all amounts due. The receipt must state the purpose and the date of the payment, as well as the amount of any money that remains due. (14 DCMR § 306)
5. **RENT INCREASES:** “Rent control” limits the amount and the frequency of rent increases. For units that are exempt from rent control, generally only the lease terms limit rent increases. If rent control applies, the landlord may not raise the rent: (a) unless the owner and manager are properly licensed and registered; (b) unless the unit and common areas substantially comply with the housing code; (c) more frequently than once every 12 months; (d) by more than the Consumer Price Index (CPI) for an elderly tenant (age 62 or over) or tenant with a disability, regardless of income, if registered with the Rent Administrator; (e) by more than the CPI + 2% for all other tenants. A rent increase larger than (d) or (e) requires government approval of a landlord petition, which tenants may challenge. You also may challenge a rent increase implemented within the prior 3 years.
6. **BUILDING CONDITIONS:** The landlord must ensure that your unit and all common areas are safe and sanitary as of the first day of your tenancy. This is known as the “*warranty of habitability*.” The landlord must maintain your apartment and all common areas of the building in compliance with the housing code, including keeping the premises safe and secure and free of rodents and pests, keeping the structure and facilities of the building in good repair, and ensuring adequate heat, lighting, and ventilation. The tenant has the right to receive a copy of a notice of violation issued to the landlord (14 DCMR §§ 106; 301; & 400-999)
7. **LEAD PAINT HAZARD:** For properties built prior to 1978, the landlord must (a) provide a prospective tenant household with a form issued by the District Department of the Environment about their rights under the D.C. lead laws; (b) provide a current lead-safe “clearance report” to (i) a prospective tenant household that includes a child less than 6 years of age or a pregnant woman, (ii) an in-place tenant household that gains such a person and requests the report in writing from the landlord, and (iii) any tenant household regularly visited by such a person; and (c) disclose 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. (20 DCMR §§ 3300 *et seq.*)
8. **MOLD:** Upon written notice from a tenant that mold or suspected mold exists in the unit or a common area, the landlord must inspect the premises within 7 days and remediate within 30 days. Mold assessment and remediation must be performed in compliance with District regulations. (D.C. Official Code § 8-241)

9. **QUIET ENJOYMENT AND RETALIATION:** The landlord may not unreasonably interfere with the tenant's comfort, safety or enjoyment of a rental unit, whether for the purpose of causing the housing accommodation to become vacant or otherwise (D.C. Official Code § 42-3402.10). The landlord may not retaliate against you for exercising any right of tenancy. Retaliation includes unlawfully seeking to recover possession of your unit, to increase the rent, to decrease services or increase your obligations; and also includes violating your privacy, harassing you, or refusing to honor your lease. (D.C. Official Code § 42-3505.02)
10. **DISCRIMINATION:** The landlord may not engage in discriminatory acts based upon the 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, status as a victim of an intra-family offense, or place of residence or business of any individual. Discriminatory acts include refusing to rent; renting on unfavorable terms, conditions, or privileges; creating a hostile living environment; and refusing to make reasonable accommodations to give a person an equal opportunity to use and enjoy the premises. (D.C. Official Code § 2-1401.01 *et seq.*)
11. **RIGHT TO ORGANIZE:** The landlord may not interfere with the right of tenants to organize a tenant association, convene meetings, distribute literature, post information, and provide building access to an outside tenant organizer. (D.C. Official Code § 42-3505.06)
12. **SALE AND CONVERSION:** Tenants must be given the opportunity to purchase an accommodation before the landlord sells or demolishes the accommodation or discontinues the housing use. The landlord may not convert the rental accommodation to a cooperative or condominium unless a majority of the tenants votes for the conversion in a tenant election certified by the District's Conversion and Sale Administrator. (D.C. Official Code §§ 42-3404.02 & 42-3402.02)
13. **RELOCATION ASSISTANCE:** If you are displaced by alterations or renovations, substantial rehabilitation, demolition, or the discontinuance of the housing use, you may have the right to receive relocation assistance from your landlord. (D.C. Official Code § 42-3507.01)
14. **EVICTION:** The landlord may evict you only for one of ten specific reasons set forth in Title V of the Rental Housing Act of 1985. For example, you may *not* be evicted just because your lease term expires, or because the rental property has been **sold** or **foreclosed** upon. Even if there is a valid basis to evict you, the landlord may not use "self-help" methods to do so, such as cutting off your utilities or changing the locks. Rather, the landlord must go through the judicial process. You generally must be given a written Notice to Vacate (an exception is non-payment of rent where you waive the right to notice in the lease); an opportunity to cure the lease violation, if that is the basis for the action; and an opportunity to challenge the landlord's claims in court. Finally, any eviction must be pursuant to a court order, and must be scheduled and supervised by the U.S. Marshal Service. (D.C. Official Code § 42-3505.01)

RESOURCES

D.C. Dept. of Housing and Community Development 1800 Martin Luther King Avenue, SE Washington, DC 20020 Phone: (202) 442-9505 Fax: (202) 645-6727 Website: www.dhcd.dc.gov	D.C. Office of the Tenant Advocate 2000 14 th Street, NW, Suite 300 North Washington, DC 20009 Phone: (202) 719-6560 Fax: (202) 719-6586 Website: www.ota.dc.gov
D.C. Dept. of Consumer and Regulatory Affairs 1100 4th Street, SW Washington, DC 20024 Phone: (202) 442-4400 Fax: (202) 442-9445 Website: www.dkra.dc.gov	District Dept. of the Environment 1200 First Street, NE Washington, DC 20002 Phone: (202) 535-2600 Fax: (202) 535-2881 Website: www.ddoe.dc.gov

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