



Here are some answers to common questions tenants have during the COVID-19 pandemic. For more information on your rights during this public health emergency, visit oag.dc.gov/coronavirus. If you are at risk of losing your home or your utility services, please contact OAG for help by calling (202) 442-9828, emailing Consumer.Protection@dc.gov, or filing a complaint online at oag.dc.gov/ConsumerComplaint.

TENANT RIGHTS DURING THE PUBLIC HEALTH EMERGENCY

Can my landlord evict me?

No. Landlords are prohibited from filing new eviction complaints and evicting any tenant during the public health emergency and for 60 days after the end of the emergency. An eviction cannot move forward right now even if a Notice to Vacate is issued. The Court will mail you a notice with your new court date.

Do I have to keep paying my rent?

Yes, as best as you can, because any rent you do not pay now, will be due later. If you cannot keep up with your rent, you should let your landlord know, and try to pay the portion of rent you can pay.

Does my landlord have to allow me to enter into a rent payment plan?

Yes, if you can show that the public health emergency caused you direct or indirect financial hardship. The payment plan should cover all rent owed during the public health emergency and for one year after the end of the emergency, and fees that are part of your lease, e.g., amenity fees. Your landlord has to create an application procedure for rent payment plans and has to accept applications via telephone and online. You do not lose any of your rights as a tenant if you sign a payment agreement. Before signing a payment agreement, you should consult with an attorney if possible, including the Landlord-Tenant Legal Assistance Network (LTLAN) at [202-780-2575](tel:202-780-2575) or the Office of the Tenant Advocate ([202-719-6560](tel:202-719-6560)). You should not sign an agreement you cannot uphold. If your landlord wrongfully denies you a rent payment plan, you may file a complaint with the Rent Administrator at the D.C. Department of Housing and Community Development (DHCD), Rental Accommodations Division (RAD) at [202-442-9505](tel:202-442-9505). Select option #3 for RAD.

Can my landlord increase my rent during the public health emergency?

If you live in unsubsidized, private housing (rent-controlled or not), your landlord cannot increase your rent during the public health emergency. Your landlord cannot issue you a rent increase notice during the public health emergency, even if the rent increase would take place after the end of the emergency. If you live in subsidized housing (e.g., public housing, housing voucher, etc.), your portion of the rent can increase during recertification. If your income has decreased, report the income decrease **immediately** to: the Housing Choice Voucher Program, by email at hcvpcovid19interim@dchousing.org or telephone at [202-535-1000](tel:202-535-1000); for public housing, by email at phcovid19interim@dchousing.org or call your property management office.

Do I have to pay late fees?

No. Landlords are prohibited from charging a late fee during the public health emergency.

I gave my landlord a Notice to Vacate before the public health emergency. Do I need to move?

No. All Notices to Vacate are delayed until after the public health emergency ends, plus the same amount of days as you had before the emergency was declared on March 11, 2020.

I need to break my lease and move to another location. Can I do that?

If you are in the middle of an unexpired lease, you need your landlord's permission to break your lease. Your landlord can technically require you to pay rent for the remainder of your lease unless they are able to find a new tenant to "replace" you. If you are renting month-to-month, you can provide a 30-day notice to vacate and leave after the 30-day period.



My landlord asked me if I would like to renew my lease or provide a Notice to Vacate.

During the public health emergency and for 30 days afterward, all tenant deadlines are delayed. If your lease period expires, you will go month-to-month without a rent increase while the public health emergency is in place. Thirty days after the public health emergency expires, you will have to decide whether to continue month-to-month, sign a new lease, or vacate the property, depending on your options.

Do I have to pay for amenities that are unavailable?

No. Your landlord must provide you a pro rata refund of the fee for each day the amenity was unavailable. If the amenity fee is included in your rent, then your landlord is not obligated to reduce your rent.

I can't afford to pay my utility bills. Will my utilities be shut-off?

No. Utility companies (including electric, gas, water, cable, and telecommunications) cannot disconnect services during the public health emergency and 15 days after the end of the emergency. However, cable and telecommunication companies can reduce services if you do not pay your bills, as long as they still provide you basic services. Utility providers must offer a payment plan option to eligible customers for payments that occur during the public health emergency plus (a) 60 days for a cable or telecommunications operator that the Public Service Commission does not regulate (Comcast/Xfinity Unlimited, Vonage, and Verizon FiOs), (b) six months for any other utility provider, including electric and gas. If you would like to be eligible for a payment plan with your utility provider(s), you should notify them that you are unable to pay your bills due to the public health emergency.

Does my landlord have to clean the common areas of my residential building?

Yes. Landlords must clean common areas, including doors, railings, seating, and the exterior of mailboxes, at all times, but even more frequently and thoroughly throughout the public health emergency.

Do I have to wear a mask inside my apartment building?

Yes. You also need to maintain 6-feet of distance from other people who are not within your household.

Can my landlord access my unit for repairs?

Yes. For non-emergency repairs, your landlord should provide you with a 48-hours' written notice, such as a text message or an email, and should only enter your unit Monday through Saturday, between 9AM and 5PM, unless you agree to otherwise. During the public health emergency, you may request, ideally in writing, that non-emergency repairs be addressed after the emergency, especially if you are elderly or have a condition that puts you at risk of contracting COVID-19.

I have an urgent repair issue in my rental unit. Does my landlord have to address it?

Yes, your landlord must fix urgent repair issues. Emergency repairs include fire hazards, water leaks or flooding, sewage backups, or anything else that affects your living conditions. If your landlord does not address the emergency repair issue, you can file a Housing Conditions complaint at DC Superior Court by filing an emergency motion and fee waiver application by mailing these documents to Civilefilings@dcsc.gov. You can find Housing Conditions Calendar forms at <https://www.dccourts.gov/services/civilmatters/housing-conditions-calendar>. You can also call the D.C. Department of Consumer and Regulatory Affairs (DCRA) at (202) 442-9557 ext. 6 or dial 311 or email dcr.housingcomplaints@dc.gov. For building-wide issues, contact OAG's Consumer Protection Hotline at: (202) 442-9828 or email us at: consumer.protection@dc.gov.

What is happening to my Tenant Opportunity to Purchase Act (TOPA) rights, and other tenant association rights, during the public health emergency?

All deadlines for the exercise of tenant association rights are tolled during the public health emergency and for 30 days after the end of the public health emergency. These include TOPA rights.



Mayor Bowser recently announced that the public health emergency will be extended to beyond July 24, 2020, through October 9, 2020. You can get up-to-date information on the state of the public health emergency at the special, COVID-related website Mayor Bowser set up at coronavirus.dc.gov.

TENANT RIGHTS AFTER THE END OF THE PUBLIC HEALTH EMERGENCY

My landlord filed an eviction complaint against me before March 11, 2020. What will happen?

The Court has paused all cases until further notice. The Court will mail you a notice with your new court date. You can get updates on the court reopening at www.dccourts.gov, and check on your case online at <https://eaccess.dccourts.gov/eaccess/home.page.2> or call Landlord-Tenant Legal Assistance Network (LTLAN) at **202-780-2575** or the Office of the Tenant Advocate (**202-719-6560**) for help looking up your new court date. You should attend your new court date, even if you are still behind on your rent, and consult with an attorney if possible. You may have defenses or obtain emergency rent assistance to help you remain in your home.

A judgment was entered against me before March 11, 2020. What will happen?

Evictions are paused during the public health emergency. When the public emergency ends, you will receive an updated court notice for your eviction date.

My landlord filed a new eviction case against me after March 11, 2020. What will happen?

Landlords are prohibited from filing eviction cases until the end of the public health emergency and 60 days after the end of the public health emergency. When the public emergency ends, you should receive a notice from the Court with your court date. You should attend your court date, even if you think your landlord should not have filed an eviction case. You should also consult an attorney, if possible. Your landlord is also required you to serve you with Court papers.

Will my landlord be able to impose late fees after the public health emergency?

Not for time periods that fall within the public health emergency period. Your landlord otherwise will be able to impose late fees if your lease allows them and if you do not pay your rent within 5 days of the due date (or within a longer grace period indicated in your lease). The late fee cannot exceed 5% of your rent. If your rent is subsidized, your landlord can only impose a late fee on the rent portion you are responsible for.

Can my landlord increase my rent after the end of the public health emergency?

Depending on whether your unit is subsidized and/or rent-controlled, your landlord can increase your rent as long as it follows the notice and other requirements under DC law and, for subsidized housing, also Federal law.

Can my landlord enter my unit to make repairs or conduct inspections?

Yes, as long as they provide 48-hours' notice in writing and list a time from Monday to Saturday, between 9AM and 5PM (excluding holidays).

I provided a Notice to Vacate before the public health emergency. Do I need to move now that the emergency is over?

To avoid an eviction action, you have the same amount of days to vacate as you had prior to the emergency. For example, if you provided a 30-day notice on March 10th, you have 29 days to move from the end of the emergency.