



Tenant Guide to Eviction Cases for Non-Payment of Rent

Updated May 2024

1331 H Street NW, Suite 350, Washington DC 20005

202-628-1161

legalaiddc.org

Please Note

This packet gives you information about how you can defend yourself if your landlord is suing to evict you in D.C. Superior Court for not paying rent.

If you have a subsidy, or receive help paying your rent each month, this information may not apply to your case.

This packet does not contain legal advice.

This guide contains legal information. Legal information is background information about your rights. Legal advice is advice from a lawyer about what to do in your own specific situation. Legal Aid is not your lawyer in your eviction matter. To find out about help that may be available, please contact the Landlord Tenant Legal Assistance Network at 202-780-2575.

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Section 1: Introduction

What is in This Packet?

This packet tells you what to do when you have been sued by your landlord in Landlord Tenant Court **for not paying rent**.

This packet does not contain information about other types of evictions or about housing subsidies and evictions. If you're facing eviction for any reason, free legal advice and representation is available. Call 202-780-2575.

What is Landlord Tenant Court?

Landlord Tenant Court allows landlords to sue their tenants for eviction. It is part of the D.C. Superior Court.

- Location: Court Building B, 510 4th Street NW
- Hours: Monday - Friday - 8:30AM to 5:00PM
- Landlord Tenant Clerk: (202) 879-4879

What Happens After You Have Been Sued?

You do not have to move just because your landlord has sued you!

- Evictions outside of court are illegal in D.C. Your landlord can only evict you through the court process. That means a judge must give your landlord permission to evict you.
- It is illegal for a landlord to change the locks without a court order. It is also illegal for a landlord to do other things to force a tenant to leave, like cut off a tenant's utilities (water, gas, or electric) or remove a tenant's possessions.
- If your landlord takes any illegal steps to force you to leave, you can **call the Landlord Tenant Legal Assistance Network at 202-780-2575** for further assistance.

The eviction process is lengthy and has many steps.

1. The **Initial Hearing** will take place at least 30 days after the case is filed [[see p.9](#)].
2. A **Bell Hearing** could take place within a few weeks after the Initial Hearing [[see p.10](#)].
3. A **Mediation** may be scheduled at the Initial Hearing [[see p. 12](#)].
4. A **Bench Trial** may be scheduled at the Initial Hearing [[see p. 14](#)].
5. **Eviction Date:** If you lose at trial, your landlord must provide you with at least 21 days' notice of the date of your eviction.
 - You must receive three types of notice of your eviction: phone call/text message or email; mail; and posting on your door.
 - You have 7 days to remove your personal property after you've been evicted. These 7 days exclude Sundays and federal holidays.
 - You can arrange a time with your landlord to pick up your items between 8:00AM – 6:00PM over a period of no more than 2 days.
 - Personal property left in the rental unit will be taken out and thrown away after 7 days.

What are My Options if I'm Facing Eviction?

You have the right to pay the balance and stay in your unit.

Your case will be dismissed if you pay all your past due rent. Your past due rent includes the amount of rent stated in the complaint as well as any rent owed for all the months following the date when the complaint was filed.

You can try to negotiate a payment plan with your landlord.

A payment plan requires that you pay your current monthly rent in addition to a percentage of your past due rent each month. For example, a payment plan might require you to pay your current monthly rent on the first of each month and an additional \$200 dollars on the 15th of each month. If you fail to make a payment on time, there can be negative consequences, including eviction.

You can try to negotiate a move-out agreement with your landlord.

If moving is an option for you, then you can try negotiating a move-out settlement agreement. You can agree to move out of your apartment by a certain date in exchange for the landlord dismissing your case. You can also try to ask the landlord for other agreements such as waiving your remaining rent and/or other charges.

You can apply for rental assistance.

- **Emergency Rental Assistance Program (ERAP):** ERAP assists low-income tenants with past due rent, security deposits, and first month's rent. For more information on how and when to apply, please visit: <https://erap.dhs.dc.gov/>
 - If your ERAP application is pending, then your case will be paused until a decision on your ERAP application is made. If your ERAP application is approved, then your case will continue to be paused until the payment has been received by your landlord.
- **Virginia Williams Family Resources Center:** Virginia Williams is for families with children seeking assistance with their housing needs. Intakes should be done in person with all adult family members present.
 - The Virginia Williams central intake office is at 920 Rhode Island Ave NE. It is open Monday – Thursday from 8:30AM to 4:00PM and Friday from 8:30AM to 12:00PM.

You can fight!

You can choose to fight your case in court.

Section 2: Preparing a Case

What Will it Cost to Litigate My Case?

If you do not get a fee waiver, you may need to pay to file documents with the court. The cost will depend on what you are trying to file.

Fee Waiver Application: If you file a fee waiver application and the court approves it, you will not have to pay any court costs or fees. A waiver form is included at the end of this packet.

Protective Order: You may be expected to pay your monthly rent to the court while your case is going [\[see p. 10\]](#).

If I Choose to Go to Court, How Can I Defend Myself?

To fight your case, you will need to present a legal defense. Inability to pay **is not** a legal defense. The following are examples of legal defenses that you may have:

Housing code violations

Your landlord is supposed to keep your unit in decent condition. If they haven't done that, they may have violated the law. Housing condition violations can reduce the amount of rent that you owe. To prove these violations, you need to show:

- What the problem is;
- How long the problem has been going on;
- That you told your landlord about the problem(s), or that your landlord should have known about the problem(s); and
- The effect the condition had on you and your family.

You will need to show the Judge each of these things. You could bring:

- Pictures or videos of the conditions;
- Testimony from friends, neighbors, or other people who have seen the conditions;
- Text messages or emails with your landlord about the conditions; and
- Any inspection records.

Improper service

Your landlord is required to serve you with a notice of past due rent before they take you to court. The notice of past due rent must be posted to your door, directly handed to you, or directly handed to someone else in your unit who is over the age of 16.

Once your landlord sues you, they are required to serve you with a copy of the Complaint they filed with the Court. The Complaint must be posted to your door, directly handed to you, or directly handed to someone else in your unit who is over the age of 16.

If you weren't properly given these documents, it may be a defense to your case.

You owed less than \$600 when the Complaint was filed

Your landlord is only allowed to sue you if you owe \$600 or more in past due rent. You have a defense if you owed less than \$600 in past due rent when the Complaint was filed.

Illegal rent increase

Your landlord must provide you with written notice of any rent increase at least 30 days before the increase takes effect. If the rent increase took place after January 1, 2024, your landlord must provide written notice at least 60 days before the increase takes effect.

If your landlord did not provide written notice in time, the rent increase is illegal.

Retaliation

It is illegal for you landlord to retaliate against you for taking any actions you have a legal right to take as a tenant, including:

- Asking them to fix problems in your apartment;
- Contacting the DC government about housing code violations;
- Withholding your rent after you first notified your landlord about housing code violations;
- Organizing or being a member of a tenant organization;
- Enforcing your rights under your lease; or
- Suing your landlord in another case.

How Do I Respond to an Eviction Suit?

Answer

When fighting your case, it is helpful to file a written answer telling the Court your defenses before your initial hearing. A blank answer is included at the end of this packet. In order to file with the Court, you must take it to the Court building and give it to the clerks.

Counterclaim

When filing your answer, you can file a counterclaim against your landlord. A counterclaim means that you would be suing your landlord in the same case. You can file a counterclaim to ask them to make repairs to your unit, or you can file a counterclaim for money.

If you think you have overpaid your rent in the past because of the problems in your apartment, a counterclaim allows you to ask the landlord to pay back some of the money you overpaid for the last three years.

Filing a counterclaim for money can be risky. You may want to talk to a lawyer before doing so.

Recoupment

When filing your answer, you have the option of asking for a Recoupment. If you have overpaid your rent in the past due to housing code violations, a Recoupment allows you to reduce the amount of rent you currently owe based on your previous overpayments.

If you have housing code violations, then you should request a Recoupment.

Set-Off

If you had to spend any of your own money repairing housing code violations in your unit, you may have a claim for a Set-Off. You will need to present evidence of how much money you spent, such as itemized receipts.

Section 3: Hearings

What Happens at the Initial Hearing?

The Initial Hearing is the first time to go before the Judge. The Court should send you a notice in the mail telling you when you must appear for court.

If you cannot attend the Initial Hearing, you may call the Landlord-Tenant Clerk's Office to ask that the hearing be delayed: (202) 879-4879.

The Judge will want to know how you plan to move forward with the case. Refer to [pages 6-7](#) to review your legal options.

What to Expect at an Initial Hearing

You can be at the hearing either in person or on your computer/phone. At the time of the hearing, there will be other cases too. You will need to wait until the judge calls your case. Have your case number with you.

- When your case is called, walk to the front of the courtroom or come off mute on your computer/phone.
- You and your landlord (or your landlord's attorney) will state your names. The Judge will then ask if you consent to a Magistrate Judge. [See page 10](#) for information on Magistrate Judges.
- Your landlord or its attorney will tell the judge how much they say you owe in missed rent. You have the right to get an updated ledger.
- The Judge will then ask you how you would like the case to go forward.
- If you have defenses and would like to fight your case through the court process, you can request a Trial.
 - You have the right to a trial by a jury. Please speak with a lawyer for advice if you are interested in asking for a Jury Trial.
- The Judge will schedule Mediation as the next date in the case.
- Your landlord or its attorney may ask the Judge to require you to make a Protective Order payment to the court.
- If your home currently needs repairs (Housing Code Violations) you can ask the Judge to schedule a "Bell" Hearing. [Refer to page 10](#) for more information on Protective Orders and Bell Hearings.
- Once these hearings have been scheduled, the Judge will ask you if you have anything else to say before the hearing ends. **This hearing is not the time to go into details about your case. You will be able to do this at later hearings.*

Consenting to a Magistrate Judge

A type of judge called a Magistrate Judge will be present at your Initial Hearing. At the beginning of the hearing, the Judge will ask you if you consent to have a Magistrate Judge hear your case.

The alternative is to have your case heard by an Associate Judge, whose role in the court system is slightly different. Depending on your case, there may be a strategic reason to request an Associate Judge; however, this is rare and will likely delay your hearing. In most cases, the tenant consents to a Magistrate Judge at the Initial Hearing. You should speak with an attorney before deciding against a Magistrate Judge.

What is a Protective Order?

While your case is making its way through the court process, your landlord can ask the Court to make you pay your monthly rent to the Court. The Court will hold this money until the case is over.

If there are problems in your apartment, or you can't afford the rent, you can argue that you should pay less than your current monthly rent. The most common reason for seeking to lower your Protective Order payment amount is housing code violations.

What is a Bell Hearing?

At the Initial Hearing, your landlord may ask the Court to order you to make rent payments to the Court during your case. If you need repairs in your home, you can request a Bell Hearing to lower the amount of rent you pay each month.

At the Bell Hearing, you can explain to the Judge that you should not have to pay as much rent because of the problems in your home. You should also bring pictures of the current problems in your home and any evidence you have that you told your landlord about these conditions (such as texts or emails).

The Judge will decide how much monthly rent you will be required to pay while your case is going on. The Judge cannot order a payment amount above your current rent.

The Court will mail you information for how to make the monthly payments.

What Happens if I Miss a Protective Order Payment?

If you miss a Protective Order Payment, the Judge can order penalties or sanctions against you. Examples of the penalties Judges often order are taking away your right to a Jury Trial, taking away any counterclaims you have against your landlord, taking away defenses and entering judgment against you.

You can typically avoid penalties or sanctions if you catch up with your payments before the sanctions hearing.

Section 4: Mediation and Settlement

What is Mediation?

Mediation is meant to help people agree to settle the case and avoid trial. Your mediation may be virtual or in person. If you aren't sure, you can call the Landlord Tenant Clerk's Office at 202-879-4879.

What Happens at Mediation?

On the day of your mediation, you will either go in person or join the mediation online. Everything said in mediation is confidential.

The conversation will be led by a mediator. The mediator is not a judge and will not make decisions about your case. The mediator is not supposed to take sides. They are supposed to help both sides come to an agreement. If you are able to agree, the mediator can help you write down the agreement.

Your landlord or someone from the management office will be there. Your landlord will probably have a lawyer with them.

You will have a chance to explain your side of the case. You should raise any defenses you have. ([Refer to page 6](#) for more info on defenses). If you want repairs to your apartment, be sure to talk about the problems in your apartment. You do not need to bring evidence, but you can bring pictures or reports showing any issues.

What Would a Settlement Agreement Include?

A settlement agreement could include many different things, depending on what you and your landlord want.

- You could agree to move out in exchange for the landlord forgiving some of the rent they say you owe.
- You could agree to a payment plan if your landlord makes some repairs.
- Your landlord could forgive some of the rent because of the issues in your apartment.

Do I Have to Agree to Settle the Case?

No! If you don't settle at mediation, you will still have a trial.

What Happens if We Settle the Case, But One of Us Breaks the Agreement?

If you agree to a payment plan but don't make the payments, the landlord may be able to go back to court and ask for a judgment against you. If that happens, your landlord may be able to evict you.

If your landlord agrees to make repairs, but doesn't make them, you may be able to go back to the Court and ask the Court to enforce the Settlement Agreement.

Section 5: Trial

If My Case Goes to Trial, How Should I Prepare?

To prepare for your trial, you should organize your evidence and help your witnesses practice explaining what they know about your defenses.

What Evidence Should I Bring to Trial?

- **Proof of rent payments:**
 - Rent Receipts
 - Money Orders
 - Cashier's Checks
 - Bank Statements
- **Proof of problems with the conditions in your home:**
 - Pictures and videos of the problems in your home
 - Be prepared to explain when these problems started
 - Be prepared to explain how these problems have affected you and your family's lives
- **Notice you gave your landlord of the problems in your home:**
 - Emails, texts, and letters you sent your landlord about the problems in your home
 - Print-outs from online portals your landlord uses to track repair requests
- **Evidence of any other defenses you believe apply to your case.**
- **Prepared witnesses.**
 - Your witnesses can be whoever knows about the important facts in your case. Friends and neighbors who have seen the problems in your home would be especially helpful.
- **Be ready to explain how your evidence and witnesses are relevant to your defenses.**
- **Be honest.**

What Happens If I Lose?

An eviction date will be scheduled.

If you lose at trial, your landlord must provide you with at least 21 days' notice of the date of your eviction. You must receive three types of notice of your eviction:

1. Phone call, text message, or email;
2. Mail; and
3. Posted on your door

You have 7 days to remove your personal property after you've been evicted.

- You have 7 days excluding Sundays and federal holidays. You can arrange a time with your landlord to pick up your items between 8:00AM and 6:00PM over a period of no more than 2 days.
- Personal property left in the rental unit will be considered abandoned after 7 days and will be thrown out.

Will Future Landlords Be Able to See Records of My Case?

Eventually, the Court will hide the records of your case so that future landlords cannot see them. How quickly that happens will depend on how your case ends.

The records of your case will automatically be hidden 30 days after your case ends in the following situations. You will not have to take any action to ask the Court to hide the records of your case.

- The judge dismisses your case.
- You win at trial.
- Most of the time, if you reach a settlement agreement with your landlord, the Court will hide the records of your case within 30 days of your case ending. However, if you agree that the landlord can have “a judgment” against you, then it may take longer for the Court to hide the records of your case.

The records of your case will automatically be hidden 3 years after your case ends in the following situations. You will not have to take any action to ask the court to hide the records of your case.

- You sign a “Consent Judgment,” agreeing that your landlord can evict you, even if the landlord promises not to move forward on evicting you.

- Your landlord wins at trial.
- If you tell the judge that you do not have any defenses, then they may decide the landlord can have “a judgment” against you.

If you want the records of your case hidden more quickly, you can ask the Court to hide the records sooner. You will have to file a motion with the Court. This is called a “Motion to Seal.” Here are some arguments you can make that the records of your case should be hidden.

- You owed \$600 or less when your landlord sued you.
- Your landlord sued you as retaliation.
- There were problems with the conditions of your home that your landlord failed to fix quickly enough.
- Your landlord tried to evict you because you are a survivor of domestic violence.
- You and your landlord reached a settlement agreement which allowed you to stay in your home.

Additional Resources

Landlord Tenant Court

- Location: Court Building B, 510 4th Street NW
- Hours: Monday - Friday - 8:30AM to 5:00PM
- Landlord Tenant Clerk: (202) 879-4879

Landlord Tenant Legal Assistance Network: To speak to a lawyer about your specific housing case, please call 202-780-2575.

Emergency Rental Assistance Program (ERAP): Residents seeking emergency rental assistance can submit their application when the ERAP portal re-opens on July 1, October 1, January 2, and April 1 of each year. Tenants can go to <https://erap.dhs.dc.gov/> to submit an application.

- **Documents required for your application include:**
 - Proof of residency: Lease or a letter from your landlord
 - Government-issued photo ID for all adults in the household (like a driver's license or passport)
- **Additional documents that are not required but will make your application easier include:**
 - Proof of Income for the last 30 days: paystubs, SSI, SSDI, unemployment benefits, retirement income, child support, TANF
 - If you do not have income, you must sign a zero-income statement
 - Proof of resources or benefits: Bank statement from the last 30 days for all accounts

Virginia Williams Family Resource Center: Virginia Williams provides services and resources to stabilize families at risk of homelessness. Virginia Williams only assists D.C. residents with children.

- To conduct an intake with Virginia Williams, visit Virginia Williams in-person with your family. Virginia Williams is located at 920 Rhode Island Avenue NE
- You can visit Virginia Williams Monday – Thursday from 8:30AM to 4:00PM and Friday from 8:30AM to 12:00PM.
 - All adult family members must be present to complete intakes.
 - Each adult family member must bring an ID and Proof of DC Residency if it's not already demonstrated on the ID.
 - Birth Certificates must be provided for all family members under 18.

- Families may access emergency shelter by calling the Virginia Williams shelter hotline at (202) 399-7093
 - The shelter hotline is open every day from 8:00AM – 12:00PM. From November 1 to April 15, the shelter hotline is open 24 hours a day.
 - Make sure you bring identification, birth certificates for each child, proof of income, and proof of District residency if not already established through identification.



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
500 Indiana Avenue, NW, Washington, DC 20001
(202) 879-1010 | www.dccourts.gov

Case Caption: _____ Case Number: _____

APPLICATION TO WAIVE COURT COSTS AND FEES

This application and any financial information provided therein will be treated as confidential except to the court, authorized court personnel, the applicant and persons authorized by the applicant or as ordered by the court.

I, _____ am the: (check one)
 (Your Name)

- | | |
|---|---|
| <input type="checkbox"/> Plaintiff/Petitioner | <input type="checkbox"/> Filer |
| <input type="checkbox"/> Defendant/Respondent | <input type="checkbox"/> Intervenor/Proposed Intervenor |
| <input type="checkbox"/> Guardian | <input type="checkbox"/> Other: _____ |

I respectfully ask that I not be required to pay court fees in this case for the following reason(s):

1. I, or my dependent, receive financial help from one or more of the following programs:
 (check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Child Care Subsidy/Voucher Program | <input type="checkbox"/> Public Housing |
| <input type="checkbox"/> Close Relative Caregiver Pilot Program (CRCP) | <input type="checkbox"/> Qualified Medicare Beneficiary Program (QMB) |
| <input type="checkbox"/> Domiciliary Care for Homeless Veterans (DCHV) | <input type="checkbox"/> Rapid Rehousing Program (RRH) including Flex and CareerMap |
| <input type="checkbox"/> Free and Reduced-priced Meals (FARM) | <input type="checkbox"/> Section 202 Supportive Housing for the Elderly Program |
| <input type="checkbox"/> General Assistance for Children (GAC) | <input type="checkbox"/> Section 811 Housing for Persons with Disabilities Program |
| <input type="checkbox"/> Grandparent Caregivers Program (GCP) | <input type="checkbox"/> Social Security Disability Insurance (SSDI) |
| <input type="checkbox"/> Head Start Program | <input type="checkbox"/> Special Supplemental Nutrition Program for Women, Infants and Children (WIC) |
| <input type="checkbox"/> Health Care for Homeless Veterans (HCHV) | <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) |
| <input type="checkbox"/> Home First Subsidy Program | <input type="checkbox"/> Supplemental Security Income (SSI) |
| <input type="checkbox"/> Homeless Veteran Community Employment Services Program (HVCES) | <input type="checkbox"/> Supportive Services for Veteran Families (SSVF) |
| <input type="checkbox"/> Housing Choice Voucher Program (HCVP) | <input type="checkbox"/> Targeted Affordable Housing (TAH) |
| <input type="checkbox"/> Interim Disability Assistance (IDA) | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) | <input type="checkbox"/> U.S. Department of Housing and Urban Affairs – Veterans’ Affairs Supportive Housing (HUD-VASH) Program |
| <input type="checkbox"/> Local Rent Supplement Program (LRSP) | <input type="checkbox"/> Veterans Affairs Supportive Housing |
| <input type="checkbox"/> Medicaid or D.C. HealthCare Alliance | <input type="checkbox"/> Veterans’ Pensions or Pensions to Surviving Spouses and Children |
| <input type="checkbox"/> Permanent Supportive Housing (PSH) | |
| <input type="checkbox"/> Program on Work, Employment, and Responsibility (POWER) | |
| <input type="checkbox"/> Project-Based Section 8 Rental Assistance | |

(If you checked any of the boxes in Question 1 - STOP and do not answer Questions 2 through 9. Go directly to the Declaration section on page 3. If you did not check any of the boxes in Question 1, go to Question 2.)

9. Other circumstances that I want the judge to consider in support of my request are:
(explain any other reasons, such as any child support orders, large monthly expenses, debts, wage or bank account garnishments, or judgments)

DECLARATION

I solemnly swear or affirm under criminal penalties for the making of a false statement, which include 180 days in jail or a \$1,000 fine or both, that I have read this Application and that the factual statements made in it are true to the best of my personal knowledge, information and belief.

 Signature

 Date

 Street Address

 Telephone

 City, State, Zip Code

 Email address

To be completed by Superior Court Staff Only			
This Application to Waive Court Costs and Fees has been reviewed and approved by:			
Signature	Printed Name	Title	Date

Appendix to Application to Waive Cost and Fees

I. Law Schools

American University Washington College of Law
Catholic University of America Columbus School of Law
George Washington University Law School
Georgetown University Law Center
Howard University School of Law
University of the District of Columbia David A. Clarke School of Law

II. Examples of Legal Service Organizations

Advocates for Justice and Education	Legal Counsel for the Elderly
Asian Pacific American Legal Resource Center	Mother's Outreach Network
Ayuda	Neighborhood Legal Services Program
Bread for the City Legal Clinic	Network for Victim Recovery DC
Capital Area Immigrants' Right Coalition	Open City Advocates
Catholic Charities Legal Network of the Archdiocese of Washington	Public Defender Service for the District of Columbia
Central American Resource Center	Quality Trust for Individuals with Disabilities
Children's Law Center	Rising for Justice
Christian Legal Aid of DC	Safe Sisters Circle
DC Bar Pro Bono Center	School Justice Project
DC Kincare Alliance	The Amara Legal Center
DC Volunteer Lawyers' Project	Tzedek DC, Inc
Disability Rights DC at University Legal Services	US Committee for Refugee & Immigrant Children
First Shift Justice Project	Washington Lawyers' Committee for Civil Rights & Urban Affairs
Human Rights First	Washington Legal Clinic for the Homeless
Legal Aid DC	Whitman-Walker Clinic Legal Services Program

III. U.S. Federal Poverty Guidelines¹

The secretary of the Department of Health and Human Services establishes the Federal Poverty Guidelines annually. The chart below outlines the maximum monthly income per household size based on 200% of the U.S. Federal Poverty Guidelines for 2024.

Household Size	Maximum Monthly Income
1	\$2,510
2	\$3,407
3	\$4,303
4	\$5,200
5	\$6,097
6	\$6,993
7	\$7,890
8	\$8,787
9	\$9,683
10	\$10,580
11	\$11,477
12	\$12,373
13	\$13,270
14	\$14,167

¹ 89 Fed. Reg. 2961 (Jan. 17, 2024); D.C. Code § 15-712(a)(1)(C).

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION, LANDLORD AND TENANT BRANCH
BLDG. B, 510 4th STREET, N.W., RM. 110
Washington, D.C. 20001 Telephone (202) 879-1152

Plaintiff/Landlord

v.

L&T. _____

Defendant/Tenant

THE CLERK OF THE COURT will please note that Defendant/Tenant submits the following (check only those that apply):

Answer In A Residential Non-Payment of Rent Case

Bench Trial Request

Jury Demand

If you want a jury trial, you must reserve your right to do so at your first court hearing. You also must include your request for a jury trial at the time you file an Answer. Before you do this, you should speak to a lawyer about whether requesting a jury trial is the best thing to do in your case. Jury trials are very complicated, can take a lot of time to prepare for, and will include several court appearances. If you do not request a jury trial, a bench trial will be scheduled by default.

The \$75 fee has been paid to the Court.

The \$75 fee has been waived by the Court (You must complete an "Application to Proceed Without Prepayment of Costs or Fees, With Affidavit").

Counterclaim

If you are going to file a counterclaim, you must do so at the time you file an Answer. Before you do this, you should speak to a lawyer about whether filing a counterclaim is the best thing to do in your case. If a judgment is entered against you, filing a counterclaim for a money judgment may allow your landlord to take money from (garnish) your wages and bank account even if you were not personally served or hand-delivered the Complaint.

The \$10 fee has been paid to the Court.

The \$10 fee has been waived by the Court (You must complete an "Application to Proceed Without Prepayment of Costs or Fees, With Affidavit").

Recoupment

A recoupment asks the Court to lower the amount of back rent allegedly owed because of housing code violations in the unit. If you are going to file a recoupment, you must do so at the time you file an Answer. There is no fee to file a recoupment.

Set-Off

A set-off asks the Court to lower the amount of back rent owed because the tenant paid for repairs or damages to the unit out of their own pocket. If you are going to file a set-off, you must do so at the time you file an Answer. There is no fee to file a set-off.

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION, LANDLORD AND TENANT BRANCH
BLDG. B, 510 4th STREET, N.W., RM. 110
Washington, D.C. 20001 Telephone (202) 879-1152

Plaintiff/Landlord

v.

L&T. _____

Defendant/Tenant

ANSWER IN A RESIDENTIAL NON-PAYMENT OF RENT CASE (FORM A)

Use this form if your landlord filed Complaint Form 1A. You are not required to complete this form to defend your case unless requesting a jury trial or filing a counterclaim, recoupment and/or set-off.

1. I do not owe the amount of money my landlord says because (check only those that apply):
- (a) the landlord is suing me for money I already paid.
 - (b) I am a Section 8 voucher tenant and have paid my portion of the rent, but I believe the D.C. Housing Authority (DCHA) has stopped paying the landlord through no fault of my own.
 - (c) other (specify): _____.
2. At the time the complaint was filed, I owed less than \$600
3. I do not owe the amount of money my landlord says because there are and/or have been serious housing code violations in my residence that the landlord knew about or should have known about, but refused or failed to fix, and which were not caused by me or my family or guests, including serious problems with (check only those that apply):
- | | |
|--|--|
| <input type="checkbox"/> hot water or no water | <input type="checkbox"/> leaks |
| <input type="checkbox"/> heat or no heat | <input type="checkbox"/> electric wiring |
| <input type="checkbox"/> smoke detectors or fire hazards | <input type="checkbox"/> holes |
| <input type="checkbox"/> toilet, shower, or sinks | <input type="checkbox"/> peeling paint |
| <input type="checkbox"/> stove | <input type="checkbox"/> windows or screens |
| <input type="checkbox"/> refrigerator | <input type="checkbox"/> floors or carpeting |
| <input type="checkbox"/> other kitchen appliance | <input type="checkbox"/> walls |
| <input type="checkbox"/> mice, rats, roaches, or other pests | <input type="checkbox"/> existing A/C unit |
| <input type="checkbox"/> building complex or property | <input type="checkbox"/> doors or door locks |
| <input type="checkbox"/> mold or mildew | <input type="checkbox"/> other _____ |

I do not owe the amount of money my landlord says because my landlord is charging me an illegal rent level.

(a) I filed Tenant Petition No. _____ at the Rental Accommodations and Conversion Division to decide this issue.

4. My landlord wants to evict me because (check only those that apply):

(a) I complained about problems in my residence to the landlord.

(b) I complained about problems in my residence to a government agency or a housing inspector (ex. DCRA)

(c) I am helping or organizing other tenants to improve the conditions in their residences and/or the building complex.

(d) other (specify): _____.

5. Before your landlord files a case in Landlord Tenant Court, you are entitled to receive a notice telling you how much money you owe, called a Notice of Past Due Rent or a Notice of Intent to File a Claim (check no more than one):

(a) I **did not** receive a Notice of Past Due Rent/Notice of Intent to File a Claim before being sued for eviction and served with a Complaint to appear in Court.

(b) I **did** receive a Notice of Past Due Rent/Notice of Intent to File a Claim before being sued for eviction and served with a Complaint to appear in Court,

but:

(i) I do not owe the amount of money in the Notice.

(ii) The Notice gave me fewer than 30 days

(iii) I paid all the money required under the Notice.

(iv) The Notice was not written in both English and Spanish.

(v) Other (specify): _____

6. I do not know (check only those that apply):

(a) if the Plaintiff owns the property in which I reside.

(b) if the Plaintiff has the authority to act on behalf of the property owner.

7. My landlord did not provide me with a copy of the Complaint correctly because (check only those that apply):

(a) I never received a copy of the Complaint.

(b) it was handed to a person under 16 years old.

(c) it was handed to a person who does not reside on or is not in possession of the premises sought to be recovered.

(d) it was delivered directly by my landlord (instead of having someone else deliver it).

(e) my landlord mailed me a copy, but did not put a copy on my door.

(f) my landlord put a copy on my door, but did not mail me a copy.

(g) my landlord did not provide photographic evidence of alleged service by posting

(h) other (specify): _____.

8. State any other reason(s) why your landlord cannot evict you: _____

COUNTERCLAIM: *Make sure you understand the consequences of filing a counterclaim before checking this box. There is a \$10 fee unless waived.*

I paid more rent to my landlord than what my residence is worth because of the serious housing code violations I described in #3 above which started on the following date (but which is not more than 3 years ago): _____, 20__.

(a) I request a money judgment against my landlord for the amount I overpaid.

(b) I request the Court order my landlord to repair the serious housing code violations I described above.

RECOUPMENT:

I paid more rent to my landlord than what my residence is worth because of the serious housing code violations I described in #2 above which started on the following date: _____, 20__. I therefore request the amount I

overpaid be applied to any amount I owe my landlord.

SET-OFF:

I paid to fix some of the serious problems I described in #2 above which my landlord should have fixed, but refused or failed to fix. I therefore request the amount I paid to fix some of the serious problems be applied to off-set any amount I owe my landlord.

REQUIRED TO CHECK AND COMPLETE ONE (AND ONLY ONE):

I am requesting a judge decide my case.

I have read my Answer and declare under penalty of perjury that all the foregoing information is true and accurate to the best of my knowledge and belief.

I am requesting a jury decide my case. *Make sure you understand the consequences of filing a jury demand before checking this box. There is a \$75 fee unless waived.*

I have read my Answer and declare under penalty of perjury that all the foregoing information is true and accurate to the best of my knowledge and belief.

Defendant/Tenant

Address

Phone Number

Executed this _____ day of _____, 20____.

CERTIFICATE OF SERVICE

REQUIRED: I hereby certify that a copy of this Answer was

(check one) hand-delivered mailed to

Plaintiff/Landlord or Plaintiff/Landlord's Lawyer on the following date:

_____, 20____ at the following address: _____

_____.

Signature of person who hand-delivered or mailed a copy of the Answer

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
LANDLORD AND TENANT BRANCH
510 4th STREET, N.W., Building B, Room 110
Washington, D.C. 20001 Telephone (202) 879-4879

Plaintiff/Landlord

v.

L&T No. _____

Defendant/Tenant

APPLICATION FOR TEMPORARY RESTRAINING ORDER

I ask the Court for a Temporary Restraining Order enjoining Plaintiff/Landlord to do the following:

1. Check all that apply:
 - (a) Restore me access to the premises located at _____.
 - (b) Restore essential services that Plaintiff/Landlord is obligated to provide (specify): _____.
 - (c) Correct serious housing code violations that prevent me from using or enjoying the premises. The violation(s) include (specify): _____.
 - (d) Other (specify): _____.
2. Not interfere with my right to possession, use or enjoyment of the premises, barring further order of the Court.
3. The Court should issue a Temporary Restraining Order because:
 - (a) Check all that apply:
 - (i) I am likely to win on the merits of my case at trial because Plaintiff/Landlord wrongfully evicted me. Plaintiff/Landlord evicted me without suing me for possession of real estate in Landlord-Tenant Court, without serving me with a Complaint for Possession of Real Estate and/or Writ of Restitution, and/or without the U.S. Marshals being present during the eviction. *Mendes v Johnson*, 389 A.2d 781 (D.C. 1978).
 - (ii) I am likely to win on the merits of my case at trial because Plaintiff/Landlord stopped providing essential services that Plaintiff/Landlord is obligated to provide. *Javins v. First Nat'l Realty Corp.*, 428 F.2d 1071, 1072-73, 138 U.S. App. D.C. 369,

370-71 (D.C. Cir. 1970), cert. denied, 400 U.S. 925, 91 S.Ct. 186, 27 L.Ed.2d 185 (1970).

- (iii) I am likely to win on the merits of my case at trial because Plaintiff/Landlord failed to correct serious housing code violations that prevent me from using or enjoying the premises. *Javins v. First Nat'l Realty Corp.*, 428 F.2d 1071, 1072-73, 138 U.S. App. D.C. 369, 370-71 (D.C. Cir. 1970), cert. denied, 400 U.S. 925, 91 S.Ct. 186, 27 L.Ed.2d 185 (1970).
- (iv) I am likely to win on the merits of my case at trial because (specify): _____

(b) I will suffer irreparable harm if my Application is denied because (Check all that apply):

- (i) I have been actually or constructively evicted from the premises.
- (ii) Other (specify): _____

(c) If my Application is denied, I will suffer more harm than Plaintiff/Landlord will suffer if my Application is granted.

(d) Granting my Application is in the public interest.

4. The Court has discretion to grant my Application under SCR-Civ. 65. I should not be required to post bond because I am only asking the Court to order Landlord to do what the law requires.

WHEREFORE, Defendant/Tenant prays that this Court:

1. Grant my Application for a Temporary Restraining Order; and
2. Grant such other and further relief as the Court may deem proper.

Defendant/Tenant

Address

Phone Number

Date

CERTIFICATE OF SERVICE

REQUIRED: You must serve all other parties or their lawyers. If a party has a lawyer, you must serve the lawyer instead of the party.

I hereby certify that a copy of this Application was

(check one) hand-delivered mailed to

Plaintiff/Landlord or Plaintiff/Landlord's Lawyer on the following date:

_____, 20____ at the following address: _____

_____.

Signature of person who hand-delivered or mailed a copy of the Application

**POINTS AND AUTHORITIES IN SUPPORT OF MY
APPLICATION FOR TEMPORARY RESTRAINING ORDER**

1. *Mendes v. Johnson*, 389 A.2d 781 (D.C. 1978).
2. *Javins v. First Nat'l Realty Corp.*, 428 F.2d 1071, 1072-73, 138 U.S. App. D.C. 369, 370-71 (D.C. Cir. 1970), cert. denied, 400 U.S. 925, 91 S.Ct. 186, 27 L.Ed.2d 185 (1970).
3. SCR-Civ. 65.
4. D.C. Mun. Regs. Tit. 14, §301.1 (1991).

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
LANDLORD AND TENANT BRANCH
510 4th STREET, N.W., Building B, Room 110
Washington, D.C. 20001 Telephone (202) 879-4879

Plaintiff/Landlord

v.

L&T No. _____

Defendant/Tenant

ORDER

Having considered Defendant/Tenant's Application for Temporary Restraining Order, the Court hereby makes the following findings of fact: _____

Having considered Defendant/Tenant's Application for Temporary Restraining Order, the Court hereby makes the following conclusions of law: _____

It is hereby ORDERED that:

- This Temporary Restraining Order issue, without cost to Defendant/Tenant, pending a hearing on Defendant/Tenant's Motion for Preliminary Injunction. The Motion will be heard on _____, 201___ at _____ AM/PM, at which time this Restraining Order will expire, barring further order from the Court.
- Plaintiff/Landlord is hereby ordered to restore Defendant/Tenant's access to the premises located at _____ immediately, and to refrain from any further acts which interfere with Defendant/Tenant's right to possession, use or enjoyment of the premises, barring further order of the Court.
- Plaintiff/Landlord is hereby ordered to restore essential services to the premises occupied by Defendant/Tenant located at _____ immediately, and to refrain from any further acts which interfere with Defendant/Tenant's right to possession, use or enjoyment of the premises, barring further order of the Court.
- Plaintiff/Landlord is hereby ordered to correct severe housing code violations to the premises occupied by Defendant/Tenant located at _____ immediately, and to refrain from any further acts which interfere with Defendant/Tenant's right to possession, use or enjoyment of the premises, barring further order of the Court.
- Plaintiff/Landlord is hereby ordered to (specify): _____
_____.
- The D.C. Metropolitan Police Department shall escort Defendant/Tenant back in to the premises, if necessary.
- Defendant/Tenant shall not be required to post bond.

Judge

Date

Time