

LEASE AGREEMENT FOR A DISTRICT OF COLUMBIA SINGLE FAMILY DETACHED DWELLING OR TOWNHOUSE EXEMPT FROM RENT CONTROL

NOTICE: THIS FORM IS FOR USE SOLELY AS A LEASE FOR A DISTRICT OF COLUMBIA SINGLE FAMILY DETACHED DWELLING OR TOWNHOUSE WHICH IS EXEMPT FROM RENT CONTROL. DO NOT USE THIS FORM ANY OTHER PROPERTY. THE TYPE OF EXEMPTION FROM RENT CONTROL APPLICABLE TO THE PROPERTY IS TO BE INSERTED IN SECTION 4 OF THIS FORM AND THE EXEMPTION DOCUMENTS DESCRIBED IN SECTION 4 ARE TO BE ATTACHED TO THIS LEASE.

This Agreement, made this «LEASE DRAFT DAY» day of «LEASE DRAFT DATE»,

by and between

1. TENANT «TENANT 1» «AND» «TENANT 2» «AND1» «TENANT 3» «AND2» «TENANT 4» «AND3» «TENANT 5» «AND4» «TENANT 6Cosigner» «AND5» «TENANT 7Cosigner» «AND6» «TENANT 8Cosigner», hereinafter referred to as Tenant(s), and

LANDLORD EMJ REALTY COMPANY T/A FRED A. SMITH COMPANY, hereinafter referred to as Landlord.

AGENT EMJ REALTY COMPANY T/A FRED A. SMITH COMPANY, hereinafter referred to as Agent, is executing this Lease solely as Agent of Landlord and solely as to the provisions herein which relate to actions by Agent hereunder. Witnesseth, that Landlord has agreed to, and does hereby, let unto Tenant the premises known as

2. PROPERTY ADDRESS «ADDRESS» «UNIT », «CITYSTATE ZIP»

3. TERM (hereinafter referred to as the "premises") for the term commencing on the «START DATE OF DAY» day of «START DATE», and ending at midnight on the «END DATE OF DAY» day of «END DATE», for the total rental of «TOTAL RENT ON THE LEASE»\*\*\*\*\*

4. RENT «TYPE OF TOTAL RENT» and 00/100 Dollars, payable in monthly installments of «START RENT», the first installment payable on the execution of this Agreement and the remaining installments payable in advance, without notice, demand, set off, or deduction, on the FIRST day of each ensuing month. Total monthly rent will be paid on due date.

TENANT ACKNOWLEDGES THAT PRIOR TO EXECUTION OF THIS LEASE BY TENANT, LANDLORD HAS ADVISED TENANT THAT, PURSUANT TO SECTION 205 OF THE DISTRICT OF COLUMBIA RENTAL HOUSING ACT OF 1985, RENT INCREASES FOR THE PREMISES ARE NOT REGULATED BY THE RENT STABILIZATION PROGRAM (I.E. RENT CONTROL PROGRAM) OF THAT ACT, AND THAT THE PREMISES ARE EXEMPT FROM SAID RENT STABILIZATION PROGRAM. THE TYPE OF RENT CONTROL EXEMPTION APPLICABLE TO THIS PREMISES IS AS FOLLOWS AND A COPY OF THE EXEMPTION FORM AND CERTIFICATE OF REGISTRATION/EXEMPTION, BOTH DATE STAMPED AS RECEIVED BY THE RENTAL ACCOMMODATIONS AND CONVERSION DIVISION ARE ATTACHED TO THIS LEASE AND ARE DELIVERED TO TENANT (CHECK AS APPLICABLE):

- A.  Unit whose owner(s) hold and operate four (4) or fewer rental units.
- B.  Unit owned or subsidized by the District of Columbia or the Federal Government.
- C.  Building constructed after DECEMBER 31, 1975.
- D.  Building continuously vacant and not subject to rental agreements since January 1, 1985.
- E.  Building previously exempted under §206(a)(4) of the Rental Housing Act of 1980 (D.C. Law 3-13).
- F.  Building for which a Building Improvement Plan has been executed under the Apartment Improvement Program or other DHCD multi-family assistance programs.

5. PAYMENT Rent shall be payable to EMJ REALTY COMPANY T/A FRED A. SMITH COMPANY at 730 24<sup>TH</sup> STREET N.W. #19 WASHINGTON, DC 20037

The premises  shall  shall not (CHECK ONE) be managed by Agent on behalf of Landlord. If the premises are managed by Agent (as aforesaid), then (a) all requests and questions concerning this lease or the premises are to be made exclusively to Agent at 730 24<sup>TH</sup> STREET N.W. #19 WASHINGTON, DC 20037 (b) where a provision of this lease requires consent or approval by or notice to Landlord, the such consent or approval may be given by Agent and

such notice shall be sent to Agent, unless otherwise specified herein, and © in no case is Landlord to be contacted by Tenant directly.

The place where rent is payable may be changed by written notice to Tenant.

6. JOINT  
LIABILITY

Each tenant joining herein shall be jointly responsible to Landlord for full performance under each and every covenant and condition of this Agreement and for compliance with applicable law.

7.  
SUBLET/  
ASSIGNMENT

Tenant shall not assign this Agreement to sublet the premises or any portion thereof, or permit possession or occupancy thereof by any other person or persons with the prior written consent of the Landlord, in Landlord's sole and absolute discretion. Upon making any request for such approval, Tenant shall pay a \$250.00 service charge, per assignee or sub-tenant, Towards defraying expenses incidental to processing the application for assignment or sub tenancy. In the case of subletting or assignment, Tenant shall remain liable for any breach of this Agreement by the subtenant or assignee.

8.  
CREDIT  
CLAUSE

Tenant has authorized Agent to order and obtain a Consumer Report (Credit Report) from a Consumer Reporting Agency to be used in connection with the processing of this Lease. Tenant hereby also authorizes Agent to disclose to Landlord or any other party involved the credit information provided to Agent by such Consumer Reporting Agency or by Tenant.

9. PRO-RATA  
day of  
RENTAL

It is understood and agreed that Tenant is to commence occupancy of the premises on the «START DATE OF DAY» «START DATE», Tenant is to pay the sum of «START RENT» as rent through the «END FIRST MONTH OF DAY» day of «END FIRST MONTH».

PAYMENT

On «PRORATA START», Tenant shall pay the sum of «PRORATA RENT» as pro-rata rent to «PRORATA END». Thereafter rent in the amount of «START RENT» will be due and payable on the FIRST DAY of each month commencing «COMMENCING DATE».

10. USAGE  
including children,

Tenant will use said property solely as a single family residence for «NUMBER OF TENANTS» persons

and for no other purpose or additional number of persons whatever, except temporary guests without prior written consent of landlord. Temporary guests are those persons on the premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb tenant's neighbor's peaceful enjoyment of their premises, and Tenant further covenants and agrees that he will not use nor permit said permit said premises to be used for any improper, illegal or immoral purposes, nor will Tenant use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner. The following persons, and no others, are authorized by Landlord to reside within the premises:

«TENANT 1» «AND» «TENANT 2» «AND2» «AND7» «OCCUPANTS»

11.  
POSSESSION

In the event that Landlord is unable to deliver possession of the premises at 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.

12.  
SERVICE  
CHARGES

If any installment of rent is not received at the address under Section 5 above within Five (5) days from the due date, Tenant covenants and agrees to pay a Late Fee in the sum of \$ 5% of monthly rent. It is further understood that the late period is NOT a grace period, and the rent is due and payable on the First day of each month. Tenant further agrees to pay a handling charge of \$36.00 or the maximum fee charged by the bank for each check returned by the bank for insufficient funds or any other reason. Landlord or Agent may require any and all payments to be made in cash, money order or certified funds.

13. PETS Tenant shall not keep or allow pets or animals of any kind on premises without written consent of landlord. The following pet(s) may be kept on the premises:       N/A      . Tenant agrees to arrange for and pay the costs of having the premises de-fled and de-ticked by a professional exterminator, should the above consent be given for fur-bearing pets. Paid receipts must be provided to Landlord. Tenant further agrees to assume all liability and to be responsible for any damage caused by said pets (s) such as odor and damage to carpets, screens glass and frames.

14. ACCEPTANCE Tenants acknowledges that he examined the premises and his acceptance of this Lease is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein: Tenant agrees that no representations or warranties as to the condition of the premises have been made; and that no other agreement has been made to redecorate, repair or improve the premises unless hereinafter set specifically in writing. Landlord will deliver the premises and all common areas in a clean, safe and sanitary condition, free of rodents and vermin and in a habitable condition.

15. MAINTENANCE TENANT INITIALS Tenant shall keep all parts of the premises in a state of good order and condition and shall surrender the same at the expiration of the term hereof in the same good order in which they were received, reasonable wear and tear excepted. Tenant shall provide for and be responsible for the following items which have a check mark or "X" in the space provided (CHECK AS APPLICABLE):

- [ X ] The replacement of furnace and air conditioning filters, lights bulbs, and fuses;
- [ X ] Proper cleaning of carpeting, if any, and for proper cleaning and paste waxing of any wooden floors;
- [ X ] Keeping up, preserving in good condition, and keeping trimmed any lawn, trees, vines, shrubbery and gardens;
- [ X ] Removing leaves, sticks and other debris that accumulates on the property.
- [ X ] Promptly removing ice snow as necessary;
- [ X ] Keeping gutters, downspouts and exterior drains cleaned and cleared of leaves and other debris.

Any repairs or replacements of property, equipment, or appliances necessary due to the negligence by acts of commission or omission of Tenant, his family, guests or employees, shall be paid by Tenant. Tenant will not place any heavy articles in the premises including bicycles, motor bikes, and/or motorcycles, will be housed in front of premises, on porches or patios, in public halls, stairways corridors or fire escapes. Also, nothing is to be placed in the windows, upon ledges, balconies, or balcony rails. Tenant additionally covenants and agrees as follows: To comply with the responsibilities imposed on Tenant by Chapter 8 of the Housing Regulations of the District of Columbia, and any amendments thereto; to keep that part of the premises which Tenant occupies and uses as clean and sanitary as the conditions of the premises permit; to dispose from Tenant's dwelling unit all rubbish, garbage, and organic or flammable waste, in a clean, safe and sanitary manner; to keep all plumbing fixtures as clean and sanitary as their condition permits; To properly use and operate all electrical, gas, plumbing and heating fixtures and appliances; and not to permit any person on the premises with Tenant's permission to willfully or maliciously destroy deface, damage or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.

16. VEHICLE PARKING No automobile, truck, motorcycle, trailer or other such vehicle shall be parked on the property without current license plates and said vehicles must be in operating condition. Licensed may be parked only in garages, driveways, if provided, or in the street.

17. NOTIFICATION Tenant shall promptly notify Landlord or agent of any defect, problems, or needed repairs, but shall not order such repairs on or about the premises without prior written approval from the Landlord. Any unauthorized repairs shall be at Tenant's expense and liability. Tenant hereby expressly agrees to limit or restrict any activity on the premises which could cause further damage or injury as a result of defect, problem or needed repair, unit such time or as proper corrective action can be taken.

18. TENANT SELF-SERVICE In the event any repairs are performed by Tenant with Landlord's prior written authorization or made by Tenant in violation hereof, Tenant hereby warrants that such activity will be undertaken only if he is competent and qualified to perform it, assuring that the work done is safe and meets all applicable codes and statutes. Tenant warrants that he will be accountable for any mishaps or accidents resulting from such work he performs or causes to be performed by others, and that he will hold Landlord, the Agent and the manager of the premises free of harm, litigation or claims of other persons. Under no circumstances is the cost of said repairs to be deducted from an installment of rent payment.

19. TRASH REMOVAL/ RECYCLING All garbage and trash must be placed by Tenant in suitable covered containers, supplied by Tenants, and deposited appropriately for regular pick-up and removal. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and 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.
20. UTILITIES Tenant is obligated to pay for the following utilities in addition to the rent payable hereunder: WATER/SEWER [X] GAS [X] ELECTRICITY [X] OTHER TELEPHONE AND TRASH [X] NONE [ ] Tenant shall make all the necessary deposits in connection therewith and promptly pay when due all bills for the foresaid utilities. Tenant shall use reasonable care in conservation of utilities not chargeable to Tenant. If any or all aforesaid utilities are not separately metered, Landlord or Agent will equitably apportion the utility in a manner of Landlord or Agent's choosing. This apportioned amount is due and payable to coincide with rent due and is subject to the same late penalties as rent due. Tenant will not bring into use any articles in the premises that will exceed the floor load capacity thereof or overload the gas, electric or water/sewer capacities thereof or install any major appliances which create excess usage of any utilities that are chargeable to Tenant or to Landlord. Tenant shall be responsible for any damage to the premises that may result from the failure by Tenant to set the thermostat (if any) at such temperature as will insure that no plumbing or heating equipment freezes. Neither Landlord, Agent nor the Property Manager shall be liable in any manner for failure, interruption, or stoppage of gas, electricity and/or water at any time.
21. ALTERATIONS Tenant shall obtain written permission from Landlord before redecorating and shall not make any alterations, additions, or improvements to the premises without first obtaining Landlord's written consent. Such alterations, etc. shall, at the option of Landlord, remain with the property or be removed by Tenant and premises returned to original condition at the expense of Tenant. Tenant will not change the existing locks of the premises or install additional locks without prior written consent of the Landlord. If said consent is granted, Tenant will furnish Landlord or the property manager with a full set of working keys. Failure to provide a set of keys to the changed or additional locks will result in Landlord Replacing said locks at Tenants expense.
22. INSPECTION Tenant shall allow Landlord, Agent and/or their duly designated representative to have access to said premises at any time without notice or warning in case of emergency, or for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of making any repairs Landlord or Agent considers necessary or desirable.
23. NOTICE OF ABSENCE Tenant shall give Landlord notice of an anticipated extended absence of Tenant from the property in excess of seven (7) DAYS. During any such absence of Tenant, Landlord or Agent may enter the property at times reasonably necessary to protect the property and any possessions of Landlord on or in the property.
24. INSURANCE Tenant will do nothing and permit nothing to be done on or about the premises which will contravene any fire insurance policy covering the same. IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO OBTAIN AN INSURANCE POLICY WHICH PROVIDES PUBLIC LIABILITY COVERAGE AND ALSO PROVIDES FOR THE PROTECTION OF TENANT'S PERSONAL PROPERTY.
25. SMOKE DETECTOR If any applicable law or regulation of any governmental body requires the installation of Smoke Detectors at the time of occupancy of the premises by Tenant, said Smoke Detectors have been installed by Landlord and are in proper working condition in accordance with said law or regulation prior to Tenant's occupancy. It shall be 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 in said Smoke Detectors to Landlord in writing. Neither Landlord nor Agent assumes any responsibility or liability for any non-reported malfunctions of or misuse of Smoke Detectors by Tenant which results in injury or damage to persons or to the premises.
26. PERSONAL PROPERTY To the fullest extent permitted by the Housing Regulations of the District of Columbia and by applicable law: All personal property in said premises shall be and remain at Tenant's sole risk and neither Landlord nor Agent shall be liable for any damage to or loss of such personal property arising from any acts of negligence of any other persons nor from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from Buffalo Moths or termites, or from any other cause whatsoever, nor shall the Landlord or agent be liable for any injury to the person of Tenant or other persons In or about said premises; Tenant expressly agreeing to save Landlord and Agent harmless in all such cases; provided However, that the foregoing shall not exempt Landlord or Agent from liability for damages caused by or resulting from Landlord's or Agent own negligence in the operation, care or maintenance of the premises.

27. INDEMNIFICATION Tenant shall indemnify Landlord and Agent against all liabilities, expenses, and losses incurred by Landlord or Agent as a result of (a) failure by the Tenant to perform any covenant required to be performed by the Tenant hereunder ;(b) any accident, injury, or damage which shall happen in or about the premises or appurtenances, or on or under the adjoining streets, sidewalks, curbs, or vaults, other than such accident, injury, or damage as is caused by Landlord's or Agent's own negligence; © Tenant's failure to comply with any requirements of any governmental authority; and (d) any mechanics lien, or security agreement, filed against the premises or the property on which it is located, any equipment therein, or any material used in the construction or alteration of any building or improvement thereon, which arises from work or services performed by or for Tenant.
28. SECURITY DEPOSIT Landlord hereby acknowledges receipt of the sum of «TYPE SECURITY» and 00/100 Dollars («SECURITY DEPOSIT» \*\*\*\*\* ) which is to be retained as a security deposit for the faithful 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 of 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. Said security, if not applied toward the payment of rent in arrears, shall be returned to Tenant in accordance with the terms of said Housing Regulations, when this Lease is terminated and after Tenant has vacated the premises and Landlord has obtained possession thereof. 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. Said security deposit may be transferred or assigned by Landlord in the event of sale of the premises, or in the event of the hiring or termination of professional management services, or any other event, at Landlord or Agent's option. NO PORTION OF SAID DEPOSIT SHALL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE.
29. TERMINATION Nuisance Eminent Domain Uninhabitable Notice to Quit Default Attorney's Fees Tenant hereby expressly agrees: (A) that violation of the terms and conditions of this Lease, or any of them shall be sufficient cause for termination of this Lease at the option of Landlord; (B) that this Lease may be terminated at the option of Landlord in case of commission of any nuisance on premises, boisterousness or any other excessive noise, Or any other offensive conduct or manner to any other occupant of building or neighborhood, including any violation of police regulations; ( C ) that if the premises, or any part thereof, is taken by eminent domain, this lease shall expire on the date when the premises shall be so taken, and the rent shall be apportioned as of that date, and no part of any award tenant shall belong to Tenant; (D) that in the event Tenant is adjudicated a bankrupt or makes an assignment for the benefit of Bankruptcy his creditors, this Lease shall, at the option of Landlord, cease and determine and said premises shall be surrendered to Landlord, who hereby reserves the right, in either of said events, to forthwith reenter and repossess said premises; (E) that if said premises in Landlord's opinion become uninhabitable by reason of fire or other casualty not caused by the negligence of Tenant, his employees or Agents, the rental herein reserved shall be suspended, until said premises shall have been restored to a habitable condition, nothing herein to be construed, however, as requiring Landlord to rebuild or restore said premises; (F) that if proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby Tenant shall be permitted to retain possession of said premises, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof or of this agreement. Provided always, that if Tenant shall fail to pay said rent in advance as aforesaid, although there shall have been no legal or formal demands made, or desert or leave the premises vacant for a period of thirty (30) days, or break or violate any of the within covenants, conditions or agreements, then and in any of said events, this agreement and all things herein contained, shall, at the option of the Landlord, cease and determine and shall operate as a Notice to Quit. TENANT HEREBY EXPRESSLY WAIVING ANY NOTICE TO QUIT OR NOTICE TO VACATE IN THE EVENT SUCH TERMINATION IS FOR NON-PAYMENT OF RENT, Landlord may proceed to recover possession of said premises under and by virtue of the proceedings between landlords and tenants, and when such possession is obtained Landlord may re-rent the premises at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after such default occurs; (G) that if Tenant shall default in the performance of any covenant of this lease required to be performed by Tenant, Landlord, at his option, may, after thirty (30) days written notice to Tenant, or without notice if in Landlord's opinion an emergency exists, perform such covenant or condition for the account and at the expense of Tenant. If Landlord shall incur any expense, including reasonable Attorney's fees, in instituting, prosecuting, or defending any action or proceeding instituted by reason of any default of Tenant, Tenant shall reimburse Landlord for the amount of such expense, as awarded by the court. Should Tenant, pursuant to this lease, become obligated to Reimburse or otherwise pay Landlord any sum of money in addition to the specific rent, the

- amount thereof shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the specific rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this lease. The provisions of this paragraph shall survive the termination of this Lease; (H) that after the expiration of the term of this agreement, if Tenant remains in possession, the tenancy shall be deemed to be a monthly Tenancy and Tenant hereby agrees to pay same monthly rental thereafter as due during the last month of the term of this agreement or such increased monthly rental for which Landlord or agent from time to time has provided to Tenant not less than thirty (30) days written notice in advance of the rental due date. Tenant shall keep and fulfill all the other conditions, covenants and terms of this agreement throughout the monthly tenancy. In so continuing, Landlord reserves the right to renegotiate new terms and conditions at any time and to require Tenant to enter into a new lease agreement and refusal by Tenant shall constitute a breach of this condition. It is agreed that the monthly tenancy created can be terminated by either party giving the other party not less than a full thirty (30) days written notice to expire on the day of the month from which the tenancy commenced to run.
30. **HOLD OVER PERMISSION TO SHOW** Tenant will permit Landlord or Agent to post a "For Rent" sign, along with a lockbox containing a key to the main entrance for prospective tenants and agents' access, and to show said premises at reasonable hours to prospective tenants during the last thirty (30) days of the term herein no less than three (3) times a week. If the premises is put on the market for sale during the tenancy, Tenant will permit Landlord or Agent to post a "For Sale" sign, a lockbox, and to show at schedule above. 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.
31. **SURRENDER UTILITIES CLEANING TRASH REMOVAL CARPETS KEYS REPAIR OF DAMAGE FLOORS WINDOWS ABANDONED PROPERTY** Tenant will, upon termination of this lease, surrender the premises and all fixtures and equipment of the Landlord therein in good, clean, and operating condition, ordinary wear and tear excepted. Utilities shall be disconnected and all final bills paid and proof of receipts provided by Tenant. Tenant shall, at time of vacating the premises, clean said premises including stove and refrigerator and remove trash from the premises. If such cleaning and removal of trash is not accomplished by the Tenant, action deemed necessary by Landlord to accomplish same shall be taken by Landlord at Tenant's expense. If the premises is rented with wall-to-wall carpet or rugs, then Tenant, at the termination of this Lease, will shampoo and clean said rug or carpet prior to vacating the premises. If such rug or carpet is not shampooed, Landlord will shampoo and clean said rug and charge Tenant for such Cleaning. Upon vacating the premises, Tenant shall deliver all keys thereto to the Landlord or Agent managing the premises within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks. Tenant will be responsible for any damages to walls or woodwork including but not limited to those resulting from the use of picture hooks, cup hooks, nails, or screws and said Tenant agrees to repair all holes and damage made in walls and woodwork, etc. at his expense. Tenant will return all floors cleaned and waxed and in the same condition as received. Tenant is responsible for any damage to the floors due to water stains from plants. Should premises be delivered at beginning of tenancy with windows washed at expense of Landlord, premises shall be returned in same clean condition at end of tenancy. Any property which is left on the premises for more than seven (7) days after termination of the tenancy shall be considered to be abandoned by Tenant or other owner and shall, at Landlord's option, become Landlord's property and Landlord may dispose of it without liability to Tenant, or owner of property left with Tenant's former dwelling unit or on the premises, all all at the expense of Tenant.
32. **SUBORDINATION** This Lease shall be subject and subordinate to the lien of all existing and future mortgages placed on the premises, and Tenant agrees to execute whatever additional agreements are required to so subordinate this Lease. Landlord shall have right to assign any or all of his rights under this agreement at any time.
33. **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.
34. **WAIVER OF BREACH** No failure by the Landlord to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition. No term or condition of this Lease required to be performed by the Tenant and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter any term or condition in this Lease, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
35. All individual provisions, paragraphs, sentences, clauses, sections and words in this Lease shall be severable and if

UNENFORCE- any one or more such provision, section, paragraph, sentence, clause or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way violative of or in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, sentences, or words of this Lease,

36. AGENCY Landlord recognizes EMJ REALTY COMPANY T/A FRED A. SMITH COMPANY as the Agent negotiating this lease and agrees to pay the Leasing fee for services rendered in accordance with their separate agreement and Landlord hereby authorizes Agent to deduct the said fee from the proceeds of rentals received by Agent.

37. TRUTHFULLNESS OF RENTAL APPLICATION This lease is subject to a satisfactory Rental Application clearance by Agent, consisting of but not limited to a rental verification, employment verification and satisfactory credit report. The Rental Application submitted by Tenant has an inducement for landlord to rent the premises to Tenant. If any material facts in the Rental Application, Landlord shall have the right to terminate this lease, to hold Tenant liable for any damage to the premises, and to avail himself of all rights and remedies to which he may be entitled at law of equity.

38. HOUSING REGULATIONS TENANT INITIALS Tenant acknowledges receipt from Landlord of a copy of the following provisions of the Housing Regulation of the District of Columbia; Chapter 3; section 101; and section 106.  
LEASE ADDENDUM FOR DRUG-FREE HOUSING, HOUSE RULES & "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" BOOKLET  
Registration/Claim of Exemption Form  
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS  
Additional provisions to Lease

Additional or special provision(s) in the attached addendum, bearing the signatures of all parties concerned are hereby made a part of this Lease. Addendum attached  Yes  No

THIS AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants, conditions, and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to restrictions herein on assignment and subletting by Tenant. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. 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 paragraph, to which they appertain. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND ALL OF THE TERMS OF THE DOCUMENT, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING IT.

**39. DISCLOSURE OF BROKERAGE RELATIONSHIP:**

THE UNDERSIGNED DO HEREBY ACKNOWLEDGE DISCLOSURE THAT: THE LICENSEE EMJ REALTY COMPANY T/A FRED A. SMITH COMPANY REPRESENTS THE FOLLOWING PARTY IN A REAL ESTATE TRANSACTION:

LANDLORD(S) OR  TENANT(S)

**40. DISCLOSURE OF LEAD-BASED PAINT INFORMATION:**

TENANT ACKNOWLEDGES RECEIPT FROM THE LANDLORD, A COPY OF THE "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" PAMPHLET AND "DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS" FORM

**41. 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 HAZARDS IN THE DWELLING. LESSEES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

**IT IS UNDERSTOOD AND AGREED**, THAT SHOULD TENANT VACATE PREMISES UPON EXPIRATION OF LEASE the «**END DATE OF DAY**» Day of «**END DATE**», HE/SHE SHALL GIVE THIRTY (30) DAYS WRITTEN NOTICE; SAID NOTICE TO EXPIRE the «**END DATE OF DAY**» Day of «**END DATE**». SHOULD TENANT CONTINUE IN POSSESSION AND NO DEFAULT OCCURS ON THE PART OF THE TENANT, THAT HE/SHE

SHALL BE ENTITLED TO THIRTY (30) DAYS WRITTEN NOTICE TO VACATE SAID PREMISES; AND LANDLORD SHALL BE ENTITLED TO THE SAME WRITTEN NOTICE FROM TENANT SHOULD TENANT DESIRE TO VACATE SAID PREMISES; SAID NOTICE TO EXPIRE ON THE DAY OF THE MONTH FROM WHICH TENANCY COMMENCED TO RUN.

**IT IS FURTHER UNDERSTOOD AND AGREED**, ALL PROVISIONS RELATING TO THE PROTECTION OF THE LANDLORD SHALL APPLY EQUALLY TO THE LANDLORD'S AGENT AND THE LIABILITY OF THE AGENT SHALL BE AND IS HEREBY LIMITED SOLELY TO THAT OF AGENT FOR THE OWNER OF THE DEMISED PREMISES.

**42. DIPLOMATIC:**

IF TENANT IS A MEMBER OF THE DIPLOMATIC SERVICES ON EXTENDED ACTIVE DUTY AND IS TRANSFERRED UNDER PCS ORDERS DURING THE LEASE TERM, HE MAY TERMINATE THIS LEASE BY GIVING LANDLORD SIXTY (60) DAYS WRITTEN NOTICE TO THAT EFFECT, TOGETHER WITH A CERTIFIED COPY OF HIS ORDERS. SUCH NOTICE SHALL CANCEL THIS LEASE ON THE LAST DAY OF THE FOLLOWING MONTH. A TRANSFER OUT OF THE METRO WASHINGTON AREA IS DEFINED AS AT LEAST FIFTY MILES FROM THE PROMISES.

**43. MILITARY**

Tenant hereby represents and warrants he is not active military nor will the premises be occupied by the family of an active military member. If the tenant becomes active military, he/she shall notify the Landlord immediately of his active status and shall provide Landlord a copy of his military orders and the location of his assignment. Tenant shall be required to notify Landlord of each change of assignment and its location.

**44. REMOVE FOR OBJECTIONABLE CONDUCT**

If Tenant, or his/her family, guests, visitors, employees or invitees, act in and unlawful, offensive or improper manner which annoys other Tenants or interferes with the proper management of the property, Landlord will have the right to terminate this lease by giving Tenant thirty days written notice to quit and vacate the house. Tenant agrees that visits by police to the house for improper behavior are grounds for termination of the lease by Landlord. Landlord may also terminate the lease if Tenant fails to keep the house in a clean and sanitary condition, or if Tenant's family, guests or employees damage the house, the building or the grounds, gardens basements or hallway of the house project of if Tenant breaches any other provision contained in the lease.

WITNESS the following signatures on the day and year first appearing above:

\_\_\_\_\_  
Tenant: «TENANT\_1»

\_\_\_\_\_  
Tenant: «TENANT\_2»

\_\_\_\_\_  
Tenant: «TENANT\_3»

\_\_\_\_\_  
Tenant: «TENANT\_4»

\_\_\_\_\_  
Tenant: «TENANT\_5»

\_\_\_\_\_  
Tenant: «TENANT\_6Cosigner»

\_\_\_\_\_  
Tenant: «TENANT\_7Cosigner»

\_\_\_\_\_  
Tenant: «TENANT\_8Cosigner»

\_\_\_\_\_  
Landlord:

\_\_\_\_\_  
**EMJ REALTY COMPANY t/a  
FRED A. SMITH COMPANY**  
REALTOR FIRM



## ATTACHMENTS

### **LEASE ADDENDUM FOR DRUG-FREE HOUSING CIVIL ENFORCEMENT POLICY CHAPTER 3 LANDLORD AND TENANT**

#### **LEASE ADDENDUM FOR DRUG-FREE HOUSING**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sale, distribute, or use, of a controlled substance (as defined in Section 023 of the Controlled substances Act [21 USC 802] and or as D.C. Code 2559.1
2. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the Tenant's household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Excessive pedestrian traffic or prostitution shall be construed as such activity.
4. Tenant or members of the Tenant's household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

#### **101 CIVIL ENFORCEMENT POLICY**

101.1 The maintenance of leased or rental habitations in violation of the provisions of this subtitle, where those violations constitute a danger to the health, welfare, or safety of the occupants, is declared to be a public nuisance.

101.2 The abatement of the public nuisances referred to in subsection 101.1 by criminal prosecution or by compulsory repair, condemnation, and demolition alone has been and continues to be inadequate.

101.3 The public nuisances referred to in subsection 101.1 additionally cause specific, immediate, irreparable and continuing harm to the occupants of these habitations.

101.4 The public nuisances referred to in subsection 101.1 damage the quality of life and the mental development and well-being of the occupants, as well as their physical health and personal property, and this harm cannot be fully compensated for by an action for damages, rescission or equitable set-off for the reduction in rental value of the premises.

101.5 It is the purpose of this section to declare expressly a public policy in favor of speedy abatement of the public nuisances referred to in subsection 101.1, if necessary, by preliminary and permanent injunction issued by Courts of competent jurisdiction.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2901, Commissioners' Order 55-1503 (August 11, 1955).

## 106 NOTIFICATION OF TENANTS CONCERNING VIOLATIONS

106.1 After an inspection of a habitation, the Director shall provide the Tenant of the habitation a copy of any notification with respect to that habitation issued to the owner pursuant to this subtitle.

106.2 The notification to the Tenant shall state plainly and conspicuously that it is only for the Tenant's information; provided, that if the notice places duties on the Tenant, it shall state those duties.

106.3 In any instance where a violation of this subtitle directly involves more than one habitation, the Director shall post a copy of any notification issued to the owner pursuant to this chapter for a reasonable time in one or more locations within the building or buildings in which the deficiency exists. The locations for posting the notification shall be reasonably selected to give notice to all Tenants affected.

106.4 No person shall alter, modify, destroy, or otherwise tamper with or mutilate a notification posted under this section.

106.5 Any Tenant directly affected by the violation(s) shall, upon request to the Director, be sent a copy of the posted notification.

106.6 This section shall not be subject to any notice requirement of this subtitle.

## Chapter 3 Landlord and Tenant

### Section

- [300](#) Notice to Tenants of Housing Code Provisions
- [301](#) Implied Warranty and Other Remedies
- [302](#) Voiding Lease for Violation of Regulations
- [303](#) Signed Copies of Agreements and Applications
- [304](#) Prohibited Waiver Clauses in Lease Agreements
- [305](#) Inspection of Premises after Breach of Warranty or Voided Lease
- [306](#) Written Receipts for Payments by Tenants
- [307](#) Prohibition of Retaliatory Acts Against Tenants
- [308](#) Security Deposits
- [309](#) Repayment of Security Deposits to Tenants
- [310](#) Return of Security Deposit: Inspection of Premises
- [311](#) Interest on Security Deposit Escrow Accounts

312-314 [Reserved]

[315](#) Notification Required

[399](#) Definitions

### **300 NOTICE TO TENANTS OF HOUSING CODE PROVISIONS**

300.1 The owner of each habitation shall provide to each existing Tenant, and shall at the commencement of any tenancy provide to the Tenant, a copy of the provisions of this chapter and a copy of the following sections of chapter 1 of this subtitle:

- (a) Chapter 1, § 101 (Civil Enforcement Policy); and
- (b) Chapter 1, § 106 (Notification of Tenants Concerning Violations).

AUTHORITY: Unless otherwise noted, the authority for this chapter is contained at paragraphs 28 and 46 of section 7 of An Act Making appropriations to provide for the expenses of the government of the District of Columbia for the fiscal year ending June thirtieth, nineteen hundred and three, and for other purposes ("Act of 1902"), Public, No. 218, 32 Stat. 590, approved July 1, 1902, as amended by: An Act approved July 1, 1932 to amend section 7 [of the Act of 1902], Public, No. 237, 47 Stat. 550; and An Act approved July 22, 1947, Public Law 215, 61 Stat. 402.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2904, Commissioners' Order 55-1503 (August 11, 1955).

### **301 IMPLIED WARRANTY AND OTHER REMEDIES**

301.1 There shall be deemed to be included in the terms of any lease or rental agreement covering a habitation an implied warranty that the owner will maintain the premises in compliance with this subtitle.

301.2 The rights, remedies, and duties set forth in this chapter shall not be deemed to be exclusive of one another unless expressly so declared or to preclude a court of law from determining that practices, acts, lease provisions and other matters not specifically dealt with in this chapter are contrary to public policy or unconscionable or otherwise unlawful.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2902, 2913, Commissioners' Order 55-1503 (August 11, 1955).

### **302 VOIDING LEASE FOR VIOLATION OF REGULATIONS**

302.1 The leasing of any habitation which, at the beginning of the tenancy, is unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not those violations are the subject of a notice issued under this subtitle) of which the owner has knowledge or reasonably should have knowledge, shall render void the lease or rental agreement for the habitation.

302.2 After the beginning of the tenancy, if the habitation becomes unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not the violations are the subject of a notice issued under this subtitle), the lease or rental agreement for the habitation shall be rendered void if both of the following apply:

- (a) The violations did not result from the intentional acts or negligence of the Tenant or his or her invitees; and
- (b) The violations are not corrected within the time allowed for correction under a notice issued under this subtitle (or, if a notice has not been issued, within a reasonable time after the owner has knowledge or reasonably should have knowledge of the violations).

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2902, Commissioners' Order 55-1503 (August 11, 1955).

### **303 SIGNED COPIES OF AGREEMENTS AND APPLICATIONS**

303.1 In each lease or rental of a habitation entered into after June 12, 1970, the owner shall provide to the Tenant upon execution (or within seven (7) days after execution) an exact, legible, completed copy of any agreement or application which the Tenant has signed.

303.2 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2905, Commissioners' Order 55-1503 (August 11, 1955).

### **304 PROHIBITED WAIVER CLAUSES IN LEASE AGREEMENTS**

304.1 Any provision of any lease or agreement contrary to, or providing for a waiver of, the terms of this chapter, or § 101 or § 106 of chapter 1, shall be void and unenforceable.

304.2 No person shall cause any of the provisions prohibited by this section to be included in a lease or agreement respecting the use of the property in the District of Columbia, or demand that any person sign a lease or agreement containing any such provision.

304.3 No owner shall cause to be placed in a lease or rental agreement any provision exempting the owner or premises from liability or limiting the liability of the owner or the residential premises from damages for injuries to persons or property caused by or resulting from the negligence of the owner (or the owner's agents, servants, or employees) in the operation, care, or maintenance of the leased premises, or any facility upon or portion of the property of which the leased premises are a part.

304.4 No owner shall place (or cause to be placed) in a lease or rental agreement a provision waiving the right of a Tenant of residential premises to a jury trial, or requiring that the Tenant pay the owner's court costs or legal fees, or authorizing a person other than the Tenant to confess judgment against a Tenant. This subsection shall not preclude a court from assessing court or legal fees against a Tenant in appropriate circumstances.

304.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2906, 2907, and 2912, Commissioners' Order 55-1503 (August 11, 1955).

### **305 INSPECTION OF PREMISES AFTER BREACH OF WARRANTY OR VOIDED LEASE**

305.1 Following a judicial determination that the owner has breached the implied warranty of habitability applying to the premises (under § 301 of this chapter), or following a judicial determination that a lease or rental agreement is void, the owner shall obtain a certificate from the Director that the habitation is in compliance with this subtitle prior to the next reletting of the habitation.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2911, Commissioners' Order 55-1503 (August 11, 1955).

### **306 WRITTEN RECEIPTS FOR PAYMENTS BY TENANT**

306.1 In each lease or rental of a habitation, the owner shall provide written receipts for all monies paid to him or her by the Tenant as rent, security, or otherwise, unless the payment is made by personal check.

306.2 Each receipt issued under this section shall state the following:

- (a) The exact amount received;
- (b) The date the monies are received; and
- (c) The purpose of the payment.

306.3 Each receipt shall also state any amounts still due which are attributable to late charges, court costs, or any other such charge in

excess of rent.

306.4 If payment is made by personal check, and there is a balance still due which is attributable to late charges, court costs, or any other such charge in excess of rent, the owner shall provide a receipt stating the nature of the charges and the amount due.

306.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2909, Commissioners' Order 55-1503 (August 11, 1955).

### **307 PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS**

307.1 No action or proceeding to recover possession of a habitation may be brought against a Tenant, nor shall an owner otherwise cause a Tenant to quit a habitation involuntarily, in retaliation for any of the Tenant's actions listed in § 307.3.

307.2 No demand for an increase in rent from the Tenant, nor decrease in the services to which the Tenant has been entitled, nor increase in the obligations of a Tenant shall be made in retaliation against a Tenant for any of the Tenant's actions listed in § 307.3.

307.3 This section prohibits the taking of any of the actions set forth in this section in retaliation against the Tenant for any of the following actions by a Tenant:

- (a) A good faith complaint or report concerning housing deficiencies made to the owner or a governmental authority, directly by the Tenant or through a Tenant organization;
- (b) The good faith organization of a Tenant organization or membership in a Tenant organization;
- (c) The good faith assertion of rights under this subtitle, including rights under §§ 301 and 302 of this chapter, or § 101 of chapter 1.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2910, Commissioners' Order 55-1503 (August 11, 1955).

### **308 SECURITY DEPOSITS**

308.1 For purposes of this chapter, the term "security deposit" shall mean all monies paid to the owner by the Tenant as a deposit or other payment made as security for performance of the Tenant's obligations in a lease or rental of the property.

308.2 On or after February 20, 1976, any security deposit or other payment required by an owner as security for performance of the Tenant's obligations in a lease or rental of a dwelling unit shall not exceed an amount equivalent to the first full month's rent charged that Tenant for the dwelling unit, and shall be charged only once by the owner to the Tenant.

308.3 All monies paid to an owner by Tenants for security deposits or other payment made as security for performance of the Tenant's obligations shall be deposited by the owner in an interest bearing escrow account established and held in trust in a financial institution in the District of Columbia insured by a federal or state agency for the sole purposes of holding such deposits or payments.

308.4 All monies held by an owner on February 20, 1976 for security deposits or other payments covered by this section shall be paid into an escrow account within thirty (30) days.

308.5 The owner of more than one residential building may establish one (1) escrow account for holding security deposits or other payments by the Tenants of those buildings.

308.6 For each security deposit or other payment covered by this section, the owner shall clearly state in the lease or agreement or on the receipt for the deposit or other payment the terms and conditions under which the payment was made.

308.7 The housing provider shall post in the lobby of the building and rental office at the end of each calendar year, the following information: Where the Tenants' security deposits are held and what the prevailing rate was for each six-month (6) period over the past year. At the end of a Tenant's tenancy, the housing provider shall list for the Tenant the interest rate for each six month period during the

tenancy.

308.8 The provisions of this section shall not be applicable to Federal or District of Columbia agencies' dwelling units leased in the District of Columbia or to units for which rents are Federally subsidized.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, §§ 2908.1(b) and 2908.5, 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992).

### 309 REPAYMENT OF SECURITY DEPOSITS TO TENANTS

309.1 Within forty-five (45) days after the termination of the tenancy, the owner shall do one of the following:

(a) Tender payment to the Tenant, without demand, any security deposit and any similar payment paid by the Tenant as a condition of tenancy in addition to the stipulated rent, and any interest due the Tenant on that deposit or payment as provided in § 311; or

(b) Notify the Tenant in writing, to be delivered to the Tenant personally or by certified mail at the Tenant's last known address, of the owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement.

309.2 The owner, within thirty (30) days after notification to the Tenant pursuant to the requirement of § 309.1(b), shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses, and at the same time give the Tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.

309.3 Failure by the owner to comply with § 309.1 and § 309.2 of this section shall constitute *prima facie* evidence that the Tenant is entitled to full return, including interest as provided in § 311, of any deposit or other payment made by the Tenant as security for performance of his or her obligations or as a condition of tenancy, in addition to the stipulated rent.

309.4 Failure by the owner to serve the Tenant personally or by certified mail, after good faith effort to do so, shall not constitute a failure by the owner to comply with § 309.1 and

§ 309.2.

309.5 Any housing provider violating the provisions of this chapter by failing to return a security deposit rightfully owed to a Tenant in accordance with the requirements of this chapter shall be liable for the amount of the deposit withheld, or in the event of bad faith, for treble that amount.

309.6 For the purposes of § 309.5, the term "bad faith" means any frivolous or unfounded refusal to return a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgment, or an honest belief in the course of action taken.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Unitary Rent Ceiling Adjustment Amendment Act of 1992, D.C. Law 9-191, §§ 2908.6 and 2908.7, 40 DCR 2184 (April 2, 1993).

### 310 RETURN OF SECURITY DEPOSIT: INSPECTION OF PREMISES

310.1 In order to determine the amount of the security deposit or other payment to be returned to the Tenant, the owner may inspect the dwelling unit within three (3) days, excluding Saturdays, Sundays, and holidays, before or after the termination of the tenancy.

310.2 The owner shall conduct the inspection, if the inspection is to be conducted, at the time and place of which notice is given to the Tenant.

310.3 The owner shall notify the Tenant in writing of the time and date of the inspection.

310.4 The notice of inspection shall be delivered to the Tenant, or at the dwelling unit in question, at least ten (10) days before the date of the intended inspection.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975).

**311 INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS**

311.1 The interest in the escrow account described in § 309 on all money paid by the Tenant prior to or during the tenancy as a security deposit, decorating fee, or similar deposit or fee, shall commence on the date the money is actually paid by the Tenant, or within thirty (30) days after February 20, 1976, whichever is later, and shall accrue at the passbook rate then prevailing on January 1st and on July 1st for each six (6) month period (or part thereof) of the tenancy which follows those dates. On those dates, the passbook rate in the District of Columbia financial institution in which the escrow account is held shall be used.

311.2 Interest on an escrow account shall be due and payable by the owner to the Tenant upon termination of any tenancy of a duration of twelve (12) months or more, unless an amount is deducted under procedures set forth in § 309.

311.3 Except in cases where no interest is paid to the Tenant as provided in § 311.2, no interest or other consideration shall inure to the benefit of the owner by reason of the owner's control over the escrow account nor shall the account be assigned or used as security for loans.

311.4 It is the intent of this section that the account referred to in this section and § 309 shall be used solely for the purpose of securing the lessees' performance under the lease.

311.5 This section and § 309 and § 310 shall not be subject to the notice requirements of any other section of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, § 2908.4(a), 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992).

**312 - 314 [RESERVED]**

**315 NOTIFICATION REQUIRED**

315.1 Prior to the acceptance of a nonrefundable application fee or security deposit, the owner of the habitation shall provide written notice of any requests that are pending for an adjustment in the rent ceiling of the habitation, as the adjustments are specifically enumerated in section 207 of the Rental Housing Act of 1985, D.C. Law 6-10, D.C. Official Code § 42-3502.07 (2001).

315.2 The notification shall include the current rent ceiling, the new rent ceiling requested in the petition, the petition filing date and petition number, and the nature of any repairs or rehabilitation planned in the dwelling unit as part of the petition.

315.3 A violation of this section shall be a Class 2 civil infraction pursuant to Titles I-III of the Department of Consumer and Regulatory Affairs Infractions Act of 1985. Adjudication of any infraction of this article shall be pursuant to titles I-III of the Department of Consumer and Regulatory Affairs Civil Infractions Act of 1985.

SOURCE: Section 2 of the Rent Ceiling Adjustment Notification Amendment Act of 1992, D.C. Law 9-79, §§ 2915.1 through 2915.3, 39 DCR 673 (February 7, 1992).

**399 DEFINITIONS**

399.1 The provisions of section 199 of chapter 1 of this title and the definitions set forth in that section shall be applicable to this chapter.

**HOUSE RULE**

The Management will strive at all times to render prompt and efficient service and maintain the highest standards for the benefit of all residents. In order to realize that objective, it is necessary that residents cooperate by complying with the following rules & regulations:

**ALTERATIONS**

Tenant will not make any alterations, additions or attachments to the structure, equipment or fixtures of said premises. That the Tenant will not erect, install or affix, or cause to be erected, installed or affixed, any antennas, any air conditioning, heating or freezing equipment, or apply paint or other coloring to any portion of said premises without the prior written consent of the Landlord, which, may be granted or denied, at its sole discretion, without the necessity of providing a reason for such action.

**WINDOWSILL AND LEDGES**

That Tenant will not place anything in the windows, upon ledges, balconies, balcony rails, fire escapes, stairways, porches or patios of said premises without first having received the prior written consent of the Landlord, which, may be granted or denied, at its sole discretion, without the necessity of providing a reason for such action.

**PACKAGE DELIVERY**

That employees of Landlord are prohibited as such from receiving any packages or other articles delivered to the building for Tenant or persons residing with Tenant, and that should any such employees receive any such package or article, he/she, in so doing, shall be the agent of Tenant and not of Landlord. Landlord is expressly released from any loss, damages, bodily injury or expenses incurred by Tenant, and Landlord shall not be liable to Tenant in any way, upon any legal theory or however caused, for any loss, damages, bodily injury or expenses.

If Landlord furnishes storage space for which no charge is made, it is expressly understood that such space is not a facility or service which is included in the rent and Landlord may discontinue or change such storage space, or make a reasonable charge for the use of such storage space at any time, without such change or discontinuance being considered in any way, a reduction in services. Tenant agrees to remove all stored property from such gratuitously furnished storage space upon demand by Landlord. If Tenant fails to remove stored property after demand by Landlord, the Landlord may remove Tenant's property from the storage area and dispose of it without any liability on the part of the Landlord. Tenant understands that if Landlord provides assigned or reserved storage space for which a charge is made, such assigned or reserved storage space will not be furnished to Tenant unless there is a separate agreement in writing made between Landlord and Tenant. Tenant must abide by the storage room hours designated by Landlord. The storage space is for storage of trunks and suitcases only. All trunks and suitcases must be kept closed and locked, and must have appropriate identification personal and handles. As further provided in paragraph 20 below, all personal property placed by Tenant in any storage area provided by Landlord is at the sole risk of Tenant or persons that owns the property.

In the event that the Landlord shall establish or cause to be established a "Receiving Room" for the receiving and delivery of packages, parcels and the like for and on behalf of the Tenant, then the Tenant at his/her sole risk may utilize the same together with any service that may be supplied by the operator thereof. No charge is made by the Landlord for such accommodations, and the Landlord assumes no liability for any package, parcel, etc., left therein or in connection with the delivery of any of the same. In the event that this "receiving room" is discontinued, in no event shall the Landlord be liable in any way, in any forum, for such discontinuance.

**DISCLOSURE OF LEAD-BASED PAINT INFORMATION:**

TENANT ACKNOWLEDGES RECEIPT FROM LANDLORD A COPY OF THE "Protect Your Family From Lead In Your Home" PAMPHLET AND "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" FORM.

**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 hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**SUBLET/ASSIGNMENT:**

It is further understood and agreed that Tenant shall not assign this agreement or sublet the premises or any portion thereof, or permit possession or occupancy thereof by any other person or persons without the prior written consent of the Landlord, at Upon making any request for such approval, Tenant shall pay a non-refundable \$ 250.00 service charge, per assignee or sub-Tenant, towards defraying expense incidentals to processing the application for assignment or sub-tenancy. In the case of sub-letting or assignment, Tenant shall remain liable for any breach of this agreement by the sub-Tenant or assignee. Sub-Tenant or assignee shall also be liable for any breaches of this agreement as though said sub-Tenant or assignee is the original Tenant.

**REMOVAL FOR OBJECTIONABLE CONDUCT**

If Tenant, or his/she or her family, guests, visitors, employees or invitees, act in an unlawful, offensive or improper manner which annoys other Tenants or interferes with the proper management of the property, Landlord will have the right to terminate this lease by giving Tenant thirty days written notice to quit and vacate the apartment. Tenant agrees that visits by police to the apartment for improper behavior are grounds for termination of the lease by Landlord. Landlord may also terminate the lease if Tenant fails to keep the



apartment in a clean and sanitary condition, or if Tenant's family, guests or employees damage the apartment, the building or the grounds, gardens basements or hallways of the apartment project of if Tenant breaches any other provision contained in this lease.

**REPAIR AND MAINTENANCE**

The need for repairs should be reported to your Resident Manager or contact the rental office (202)337-5080 Ext 15 or visit [www.fasdcrentals.com](http://www.fasdcrentals.com), click on contacts/maintenance. Maintenance Department staff is available Monday through Friday between the hours of 8:30 AM and 4:30 PM. We are closed on Federal Holidays. The Tenant will be responsible for the bill if said Tenant refuses to permit entry to the maintenance men to affect repair.

**PROPERTY DAMAGE**

Any damage to the property, such as cabinets, refrigerators and other plumbing and electrical fixtures, walls, floor, etc. (inside & outside Tenants' apartment and both inside & outside the building), caused by Tenant negligence, will be charged against the Tenants. Such charge is payable immediately upon rendition of bill to Tenant for damages.

**FRONT ENTRANCES, HALLWAYS AND STAIRWAYS**

The entrance, hallways & stairways are for the purpose of ingress and egress only. Tenants will not sit, loiter nor otherwise obstruct these entrances, hallways & stairways nor allow their guests to do so. That Tenant will conform to the rules and regulations made or hereafter made by Landlord for the management of the building, its corridors, porches, lobbies, garages, drives, grounds and other appurtenances, and for the delivery of goods, merchandise and other things by trades people and other persons. That he will not move any furniture or material into or out of said premises without first notifying the manager of the building, and the moving thereof shall be under the direction and control of said manager. Any violation of the rules and regulations shall be deemed a violation of this lease.

**OCCUPANCY**

The number of occupants will be limited to those listed on the rental agreement or as permitted by the DC Zoning and Housing Code, whichever is less.

**PETS**

Pets of any description are never permitted in any apartment regardless of size or species unless written permission is given to the leaseholder by the Property Manager. Visitors accompanied by a dog must keep the animal on a leash or else be requested to leave the premises.

**WASHING MACHINES**

No washing machines or dryers are permitted in the apartment. In the basement of some building a coin operated washing machine(s) and dryer(s) as well as laundry tub(s) are provided for the convenience of the Tenants. Tinting and dyeing in automatic washers and dryers is absolutely forbidden. Kindly remove clothes from machines promptly when time is up.

**LAWNS**

The Management desires to maintain the lawns in an attractive condition and therefore, the use of lawns for play areas, or as foot paths is strictly prohibited. Tenants will not be permitted to lounge, play or sit on the lawns.

**SECURITY BUILDINGS**

In the interest of safety and security for the Tenants certain buildings have been equipped by the management with a safety lock to the main entrance door. In order to assure and maintain the strictest security Tenants are not to give their keys to friends or relatives under any conditions. Tenants are requested not to allow entry into the building to anyone with whom they are not acquainted.

**NOISE**

Tenants are requested not to make any disturbing noises in the building and are responsible for the conduct of their visitors who inconvenience other Tenants. The playing of radios, television sets, audio equipment or musical instruments is not permitted before 7:30 am or after 10:30 p.m. Volume of audio equipment, radios and television sets at any hour must be kept moderate so as not to disturb other Tenants. Individual's aeriels for any purpose are strictly prohibited. Any parties hosted by any Tenant must be confined to said Tenant's apartment and must conform to all rules herein.

**NOTICE TO VACATE**

Notices to vacate must be given in writing no less than 30 days in advance. Said notice is to be in the rental office by the first day of the month. Such notice is to expire on the last day of the final rent paying period.

**TRASH**

Tenant is to dispose of any and all household trash by depositing said household trash in the proper receptacle. The trash can lid is to be replaced tightly on the receptacle. Tenant is to dispose of furniture and bulk items at their sole cost. Any trash not correctly property placed in containers or bulk items left on, adjacent to, in front or behind the property is a violation of this lease agreement. Tenant will be subject to any and all fines assessed by the city for improper trash storage.

**TELEPHONE**

The telephone company has been advised by this office not to allow the installation of extension telephones in any apartment regardless of size. The management will not permit additional wiring to be placed on the walls and/or wood moldings or holes to be bored in the wall necessary additional telephone installation. Only one (1) telephone is permitted in any apartment and that telephone is to be installed in existing outlet.

**UTILITY SERVICE**

It is the sole responsibility of the incoming Tenant to call the public utilities companies (where necessary) in order to transfer the services to their name. The customer service numbers are as follows: **Potomac Electric Power Company, 202-833-7500, Washington Gas Light Company, 703-750-1000.** If Tenant is responsible for any utilities and does not put the utility in their name within 10 days of the commencement of this lease, the Landlord/Agent reserves the right to place said utility in the Tenant's name on their behalf. Tenant hereby agrees that the Landlord/Agent is given the authority to do so. The Tenant will be charged \$50.00 for this service and will be responsible for any unpaid utilities from the date of the commencement of their lease.

**KEYS, LOCKS**

The Tenant will be responsible for cost and replacement of lost keys. No Tenant shall alter any lock or install a new lock or knocker or peephole on any door of the premises without the written consent of the Landlord, or the Landlord's agent and if installed they shall not be removed. In case such consent is given, the Tenant shall provide the Landlord with a key for the use of the Landlord, pursuant to the Landlord's right to access to the premises.

**CAR WASHING**

The washing or hosing down of automobile(s) is prohibited in all areas surrounding the building.

**FLOORS**

80% of the floors are to be covered with carpet.

**RECYCLING**

The District Government requires separation of cans, garbage and newspapers. The recycling receptacles are provided, please be sure to separate your trash accordingly

The undersigned, having read the aforesaid House Rules, hereby agrees to abide by them at all times during this tenancy. Tenants who violate any of these Rules and or provisions of the Lease Agreement will be served a 30 day notice to quit or vacate.

Witnesses:

(SEAL):

Tenant: «TENANT\_1»

Tenant: «TENANT\_2»

Tenant: «TENANT\_3»

Tenant: «TENANT\_4»

Tenant: «TENANT\_5»