

# Renters' Rights in the District of Columbia



## *Residents of privately-owned housing*

The following is general information and does not constitute legal advice and is not guaranteed to be correct, complete or up-to-date and is not assured to protect you from any liabilities or other legal exposures. This document is to be used for informational purposes only. To find out what your rights are, in your specific circumstances, or if you believe your rights are being violated, contact an attorney.

**GENERALLY.** As a tenant in privately owned housing in D.C., you are allowed to live with a pet<sup>i</sup> if 1) the lease does not prohibit pets and 2) the pet has not been deemed a nuisance or dangerous by the proper authorities.<sup>ii</sup> This flyer applies to you if you have a private landlord, whether or not the government helps pay your rent.

**EXCEPTIONS.** Even if your lease prohibits pets, you may have a right to live with a pet:

- If you have a mental or physical impairment and need the pet as a service or assistance animal,<sup>iii</sup>
- If you live in certain locally assisted<sup>iv</sup> or federally assisted<sup>v</sup> housing accommodations for elderly persons or persons with disabilities,
- If, possibly, you have been living with your pet, in violation of the lease, with your landlord's knowledge, for a sufficient amount of time.<sup>vi</sup> There may be other reasons why you can have a pet even though your lease prohibits it.<sup>vii</sup>

**NUISANCE.** A pet can be deemed a "nuisance" by a court if it interferes with a neighbor's ability to use and enjoy his or her home.<sup>viii</sup>

**DANGEROUS DOGS.** A dog that has been cited by the District as being "dangerous" or "potentially dangerous" can be kept only if the landlord gives written permission.<sup>ix</sup>

**MENTAL OR PHYSICAL IMPAIRMENTS.** If you need the pet to live with you because you have a mental or physical impairment, such as depression or HIV infection, you may have a right to keep the pet. To request a "reasonable accommodation," notify your landlord about your need. You may need to provide some documentation from a professional, but you do not have to identify your impairment.<sup>x</sup> For assistance requesting a service or assistance animal as a reasonable accommodation, contact the Equal Rights Center: (202) 234-3062♦ (toll free) (866) 719-4372♦ Relay 711

**EVICITION.** Before a landlord can evict you for having a pet, the landlord must provide you with a valid notice, stating that you have 30 days to either 1) remove the pet or 2) move out.<sup>xi</sup> The landlord must then file a copy of the notice with the District within 5 days.<sup>xii</sup>

**COURT.** After the 30-day period, if you have not removed the pet or moved out of your home, your landlord may file an eviction action against you in court.<sup>xiii</sup> **A landlord may not** change your locks,<sup>xiv</sup> turn off your utilities,<sup>xv</sup> or **remove the pet.**<sup>xvi</sup> A landlord cannot harass or otherwise retaliate against you for exercising your rights.<sup>xvii</sup> Once the landlord files suit, he or she must properly serve you with a summons, which tells you your court date.<sup>xviii</sup> If you have reasons why you believe you can keep your pet, you can request that a judge or a jury decide your case.<sup>xix</sup> A jury trial would not take place for many months. If you lose, a judge probably will permit your eviction, but the judge may have the option to order you to remove the pet, instead.<sup>xx</sup>

**HOUSING CHOICE VOUCHER PROGRAM.** Caution: If your rent is subsidized through the Housing Choice Voucher Program, you could lose your voucher if you commit serious or repeated violations of your lease.<sup>xxi</sup>

**PET DEPOSITS.** In the District, a landlord is not allowed to require payment of more than one month's rent as security for performance of a tenant's obligations under the lease.<sup>xxii</sup> Therefore, if the landlord is requesting a separate "pet deposit" in addition to a month's rent as "security deposit," the landlord may be violating the law. Consult an attorney if you want to challenge such a landlord's "pet deposit" practice.

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<sup>i</sup> D.C. Code §§ 8-1808(h)(1). Only the following animals may be kept as household pets: domestic dogs, domestic cats, domesticated rodents and rabbits, captive-bred species of common cage birds, nonpoisonous snakes, fish, and turtles, traditionally kept in the home for pleasure rather than for commercial purposes, and racing pigeons (when kept in compliance with permit requirements.)

<sup>ii</sup> See the cases below, about what happens when there's waiver/acquiescence of no-pets provisions in a lease: If those provisions are waived, the tenant can have a pet. So absent a lease provision to the contrary, a tenant can have a pet.

<sup>iii</sup> <http://www.bazelon.org/Where-We-Stand/Community-Integration/Housing/Housing-Policy-Documents.aspx>

<sup>iv</sup> D.C. Code §§ 8-2031, 8-2032. This is part of the Pet Ownership Nonrestriction Act of 1988

<sup>v</sup> 12 U.S.C. § 1701r-1; 24 C.F.R. 5.300 et seq.

<sup>vi</sup> *Capital View Realty Co. v. Meigs*, 92 A.2d 765 (Mun. Ct. App. D.C. 1952) (where landlord knew of and permitted dog to remain for one and a half years in violation of lease, landlord lost right to enforce that provision); *Stewart v. Shannon & Luchs Co.*, 46 A.2d 863 (D.C. 1946) (where landlord knew that tenants would be living with dog prior to move-in, and landlord did not complain for five years, court must determine whether landlord waived no-pets provision); *Shannon & Luchs Co. v. Tindal*, 415 A.2d 805 (D.C. 1980) (“In cases involving waivers of no-pet covenants, we have considered not only whether the landlord has subsequently accepted rent, but also whether he has acquiesced in the pet’s presence, as reflected by his direct or indirect knowledge and his inaction over a significant period of time.”); but see *Grubb v. WM. Calomiris Invest Corp.*, 588 A.2d 1144, 1146 (D.C. 1991) (even after a long period of time, a landlord can still enforce a lease provision, as long as the landlord gives notice of his intention to do so and an opportunity to cure the default).

<sup>vii</sup> Such reasons may include the lease being void because of housing code violations, *Brown v. Southall Realty Co.*, 237 A.2d 834 (D.C. 1968), or because the landlord did not have a business license when the lease was signed, *Hartman v. Lubar*, 133 F.2d 44, 45 (D.C. Cir. 1942), cert. denied, 319 U.S. 767 (1943); *Rubin v. Douglas*, 59 A.2d 690 (D.C. 1948); *Fields v. Hunter*, 368 A.2d 1156 (D.C. 1977); *Hernandez v. Banks*, 65 A.3d 59, 65 (D.C. 2013) (en banc). The D.C. Court of Appeals has not held that the provisions of a void lease, other than the rent amount, cannot be enforced, but this would appear logical. The D.C. Court of Appeals also has not ruled on whether leases signed without business licenses are void.

<sup>viii</sup> *Carrigan v. Purkhiser*, 466 A.2d 1243 (D.C. 1983) (dog’s barking and unpleasant smell may constitute a private nuisance if it interferes with a neighbor’s reasonable use and enjoyment of land).

<sup>ix</sup> D.C. Code §§ 8-1902, 1904, 1905.

<sup>x</sup> See, generally, *Right to Emotional Support Animals in “No Pet” Housing*. Bazelon Center for Mental Health Law.

<sup>xi</sup> D.C. Code § 42-3505.01(b); 14 DCMR § 4300.1; 14 DCMR § 4301; 14 DCMR § 4302.

<sup>xii</sup> 14 DCMR § 4300.1.

<sup>xiii</sup> 14 DCMR § 4300.2.

<sup>xiv</sup> *Mendes v. Johnson*, 389 A.2d 781 (D.C. 1978) (en banc).

<sup>xv</sup> *Id.*

<sup>xvi</sup> This would be a trespass and would violate the tenant’s possessory interest. For some discussion of the covenant of quiet enjoyment, implied in every lease, see *Sobelsohn v. Am. Rental Mgmt. Co.*, 926 A.2d 713 (D.C. 2006).

<sup>xvii</sup> D.C. Code § 42-3505.02(a).

<sup>xviii</sup> D.C. Code § 16-1501.

<sup>xix</sup> Rule 6 of the D.C. Superior Court Rules of Civil Procedure for the Landlord and Tenant Branch.

<sup>xx</sup> *Shapiro v. Tauber*, 575 A.2d 297 (D.C. 1990).

<sup>xxi</sup> 24 C.F.R. §§ 982.551(e); 982.552(b)(2); 14 D.C.M.R. § 5808.7.

<sup>xxii</sup> 14 D.C.M.R. §§ 308.1, 308.2.