

Renters' Rights in the District of Columbia



Residents of public housing

The following is general information about limitations placed on pet ownership by residents of DC Housing Authority (DCHA) properties. This document is to be used for informational purposes only. It 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. To find out what your rights are, in your specific circumstances, or if you believe your rights are being violated, contact an attorney.

DC Housing Authority properties designated for the elderly or individuals with disabilities:

If the DC Housing Authority is your landlord and you live in a property designated for seniors or residents with disabilities, you are permitted to own pets as long as:

- The animal is a common household pet such as a dog, cat, bird, rodent, fish, or turtle and is otherwise a species that is legal to own in the District of Columbia,
- No more than two pets live in the residence, with few exceptions,¹
- The animal is not expected to weigh more than 40 pounds and 20 inches in height, if a dog²,
- The resident complies with registration requirements, including:
 - o Register the animal with the property manager.
 - o Provide up to date vaccine records.
 - o Provide proof of spay/neuter if the animal is older than 6 months.
 - o Pay a refundable pet ownership fee, as reflected in the DCHA Schedule of Maintenance Charges.
 - o Abide by any applicable Pet Lease Addendum.

Housing *not* designated for the elderly or individuals with disabilities:

If the DC Housing Authority is your landlord and you do NOT live in a property designated for seniors or residents with disabilities, DC Housing Authority does not permit residents to have pets, unless the pet serves as a service or assistance animal (see information below).

Service and assistance animals:

If a resident of any DCHA property has or has had a mental or physical impairment that substantially limits one or more major life activities (such as walking, seeing, working, learning, washing, dressing, etc.), the resident may have a right to keep an animal as a service or assistance animal. **Service and assistance animals are NOT subject to any breed or size restrictions.** The resident must request a “reasonable accommodation,” in writing, from his or her housing manager that states how the requested accommodation would be helpful.³ The resident should also include a note from an

¹ Two pet maximum does not include any animal kept as a Service or Assistance animal. Fish appropriately housed in a single aquarium are considered to be one pet.

² Animals owned as of Feb 8, 2017, and Service and Assistance dogs are exempted from this provision.

³ 24 C.F.R. § 966.7

appropriate professional, such as a doctor, teacher, therapist, or social worker verifying the need for the support animal. The impairment or disability does *not* need to be identified and the resident does not need to provide medical history.⁴ If DCHA denies the resident's request, or if it does not make a prompt decision, the resident can file a Complaint, known as a "grievance," with the DCHA Office of Fair Hearings.⁵

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

Animals that are a nuisance or pose risk to others:

Residents may not be permitted to keep their pet if the city has cited it as a "dangerous dog." A dog that has been cited by the District as being "dangerous" or "potentially dangerous" can be kept only if DCHA gives written permission.⁶

Eviction for pet ownership:

Before DCHA can evict a resident for having a pet, DCHA must provide valid notice, stating that the resident has 30 days to either 1) remove the pet, or 2) move out.⁷ Once the resident receives this written notice, the resident can file a Complaint with DCHA's Office of Fair Hearings, if there is reason to believe that DCHA is violating the resident's rights.⁸

After the 30-day period, if the resident has not filed a grievance, removed the pet, or moved out of the home, DCHA may file an eviction action against the resident in court.⁹ DCHA may not change the locks¹⁰, turn off utilities,¹¹ or remove the animal.¹² DCHA cannot harass or otherwise retaliate against the resident.¹³ Once DCHA files suit, it must properly serve the resident with a summons, which informs the resident of a court date.¹⁴ If the resident has reason to believe that he or she can keep the pet, the resident can request that a judge or jury decide the case.¹⁵ A jury trial would not take place for many months. If the resident loses, a judge will probably permit the eviction, but the judge may have the option to order the removal of the pet, in lieu of eviction.¹⁶

⁴ See, generally, Right to Emotional Support Animals in "No Pet" Housing. Bazelon Center for Mental Health Law.

⁵ 24 C.F.R. §§ 966.50 et seq.; 14 D.C.M.R. § 6301 et seq.; 14 D.C.M.R. § 7406.1.

⁶ D.C. Code §§ 8-1902, 1904, 1905.

⁷ D.C. Code § 42-3505.01(b); 14 DCMR § 4300.1; 14 DCMR § 4301; 14 DCMR § 4302; 14 D.C.M.R. § 6404.2.

⁸ 24 C.F.R. §§ 966.50 et seq.; 14 D.C.M.R. § 6301 et seq.; 14 D.C.M.R. § 6404.2(a).

⁹ 14 DCMR § 4300.2.

¹⁰ *Mendes v. Johnson*, 389 A.2d 781 (D.C. 1978) (en banc).

¹¹ *Id.*

¹² 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).

¹³ D.C. Code § 42-3505.02(a).

¹⁴ D.C. Code § 16-1501.

¹⁵ Rule 6 of the D.C. Superior Court Rules of Civil Procedure for the Landlord and Tenant Branch.

¹⁶ *Shapiro v. Tauber*, 575 A.2d 297 (D.C. 1990).