

## **2020 Housing Conditions Training Manual**

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## Frequently Asked Questions

*Children's Law Center's pro bono attorneys serve more than 400 children and families every year. All our cases are designed to provide children in the District of Columbia with the solid foundation of family, health, and education we believe they need to succeed. See below for more information and answers to frequently asked questions regarding our pro bono program.*

### **What types of cases does Children's Law Center offer for pro bono attorneys?**

#### *Custody Guardian ad litem (CGAL)*

Pro bono attorneys represent the best interests of children involved in complex custody disputes between parents or other prospective caregivers. Judges refer these matters directly to Children's Law Center when they identify the need for a GAL to represent the child's best interests. CGAL cases are heard in the Domestic Relations branch of DC Superior Court.

#### *Caregiver Representation*

Pro bono attorneys represent caregivers seeking to provide children with loving homes through adoption, guardianship, or custody. These caregivers include foster parents, grandparents, and other relatives who want to provide stability for children who are in foster care or at risk of entering foster care. Caregiver representation cases are heard in the Neglect branch or the Domestic Relations branch of DC Superior Court.

#### *Special Education*

Pro bono attorneys represent parents of children with special education needs that are not being adequately addressed in the child's current educational environment. These cases may involve obtaining evaluations, advocating for special education services or challenging the denial of services at due process hearings held at the Student Hearing Office of the Office of the State Superintendent of Education (OSSE).

#### *Housing Conditions*

Pro Bono attorneys represent parents of children whose health is at risk due to the presence of environmental health hazards in the home. These housing conditions cases may involve negotiating with the family's landlord and/or filing a civil case to force the landlord to address housing code violations and substandard housing.

### **How does Children's Law Center identify pro bono cases?**

Cases are referred to Children's Law Center from a variety of sources, including the DC Superior Court, Guardians *ad litem* for children in the abuse and neglect system, attorneys practicing in DC Superior Court, social workers, and other legal services organizations. Prospective clients may also call our intake line. Children's Law Center conducts extensive screening before we refer cases to pro bono attorneys.



### **How can I find out what cases are currently available?**

CLC emails a list of available cases approximately twice per month. Cases are placed with qualified pro bono attorneys on a first-come, first-served basis. Please contact CLC's Pro Bono Director, Jen Masi, or CLC's Pro Bono and Intake Assistant Alyssa Tender, if you would like to receive information about available cases.

### **I have no experience in family law—is that OK? Are there cases that can be matched to my skill set? Will I go to trial?**

No background in family law is necessary to be a pro bono attorney with Children's Law Center. We have worked successfully with many attorneys with no prior family law experience and/or limited litigation experience. Our trainings, online resources, and mentors are available to ensure all our pro bono attorneys are well equipped for their cases.

All our cases involve oral and written advocacy as well as strong client skills. Some cases are more likely to go to trial or an evidentiary hearing, while others are less likely. Many cases place a premium on negotiation skills, legal advocacy, and other pre-trial skills, while some are more likely to proceed to litigation.

We are happy to talk with you about which cases are most likely to match your skills and interests.

### **What trainings and resources does Children's Law Center offer for pro bono attorneys?**

Children's Law Center regularly conducts training in all four areas of pro bono representation, custody guardian ad litem, caregiver, housing conditions, and special education. These trainings are either full or half days and are conducted at locations around the District. In addition to the live training, all attendees receive an extensive reference manual covering the particular area of representation.

CLC also offers on-line versions of our trainings on the pro bono page of our website. Our website also contains a plethora of additional resources for pro bono attorneys, including power point presentations, model pleadings, the videos mentioned above, and recent training manuals in each area of pro bono representation. Please contact Jen Masi or Alyssa Tender for access to these online materials.

Attorneys should attend a relevant training before taking a pro bono case. A list of upcoming trainings can be found in the pro bono section of our website.

### **Are CLC staff available to support pro bono attorneys throughout the case?**

Experienced attorneys from CLC serve as mentors for our pro bono attorneys. A list of mentors is available on the pro bono section of our website. Together, these lawyers bring decades of experience in family and special education law. **We do not "co-counsel" or "supervise" pro bono attorneys**, but we are available to discuss strategy, legal issues, and local family court practice. We can also help you identify model pleadings, which you will also find on our website, and plan for trial or evidentiary hearings.

Updated February 2019

In a limited number of cases, Children's Law Center will have a conflict and will not be able to provide mentoring. Whenever possible, we let pro bono attorneys know in advance when a conflict exists and try to identify a third-party mentor to provide the pro bono attorney with support.

**What is the typical time commitment for a pro bono case?**

Every case and area of pro bono representation is unique. While case circumstances may change over time, we do our best to evaluate the complexity of a case during the screening process, make every effort to let pro bono attorneys know of circumstances that may make a case particularly complex, and rate cases as beginner, high beginner, intermediate, or advanced. Pro bono attorneys are encouraged to talk to Jen Masi, CLC's Pro Bono Director, when evaluating a particular case to discuss the potential complexity and/or anticipated time commitment.

**Am I responsible for costs and fees?**

Yes, pro bono attorneys are responsible for any litigation costs and other fees incurred during the handling of your case. Filing and eFiling fees are waived for Guardians ad Litem and those parties with in forma pauperis (IFP) status.

**Do I have to be licensed to practice law in DC?**

Pro bono attorneys must be admitted to practice in the District of Columbia or be eligible to practice under District of Columbia Court of Appeals Rule 49(c):

- Attorneys who regularly practice in another jurisdiction (outside of DC) may qualify for admission *pro hac vice*;
- Federal government employees may be eligible to provide pro bono legal services under the supervision of an active member of the DC Bar;
- Attorneys who are eligible to practice in DC under the supervision of a DC Bar member while an application for admission to the DC Bar is pending may be eligible to practice for a limited duration; and
- Inactive DC Bar members may be eligible to accept referrals for pro bono cases.

**Do I have to be affiliated with a law firm, government, or corporate law department?**

While most of our pro bono attorneys are affiliated with a law firm, the Federal government, or a corporate law department, we do refer cases to solo practitioners who have the requisite experience and resources to handle a pro bono case without institutional support. If you are a solo practitioner who is interested in taking a pro bono case, please contact CLC's Pro Bono Director, Jen Masi, to discuss your particular circumstances.

**Do I have to carry my own malpractice insurance?**

No, Children's Law Center does not require pro bono attorneys to carry malpractice insurance. Our policy covers pro bono attorneys who are not otherwise covered up to \$2 million.

**Can I pair up with another pro bono attorney to handle a case?**

We encourage pro bono attorneys to pair up with another attorney in their office. For example, an experienced pro bono attorney might pair up with an attorney taking their first case, or a litigator might pair up with a transactional attorney. Additionally, some law firms have partnerships with in-house corporate legal departments.

**I'm not a lawyer—can I still get involved?**

Absolutely! Legal assistants or other staff can serve a critical role as an investigator or translator on a pro bono matter being handled by an attorney in your office. This may involve attending meetings, locating witnesses, and obtaining documents. It is a great opportunity to get out into the community and you may even have the chance to serve as a witness in a trial or hearing. Children's Law Center also offers other volunteer opportunities outside handling a pro bono case, such as volunteering to participate in our annual Holiday Hope Drive.

**I'm a current law student—how can I get involved? Do you have interns or law clerks?**

Law students in the DC area may work with Children's Law Center via clinical programs at their law school. Please contact your school for more information. Law students may also apply to serve as a law clerk at Children's Law Center. Information on our law clerk program is on our website.

**I'm interested in doing pro bono work with Children's Law Center. What are the next steps?**

The best way to get involved is to attend one of our trainings. Check our pro bono homepage for upcoming training information. You may also contact Jen Masi, CLC's Pro Bono Director, or Alyssa Tender, CLC's Pro Bono and Intake Assistant, to discuss getting involved.

**I have more questions. Who should I contact?**

Contact our Pro Bono Director, Jen Masi at (202) 467-4900 ext. 541 or [jmasi@childrenslawcenter.org](mailto:jmasi@childrenslawcenter.org) or Pro Bono and Intake Assistant Alyssa Tender at (202) 467-4900 ext. 586 or [atender@childrenslawcenter.org](mailto:atender@childrenslawcenter.org).

**AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION IN ACCORDANCE WITH 45 C.F.R. §164.508 (HIPAA) & THE DISTRICT OF COLUMBIA MENTAL HEALTH INFORMATION ACT OF 1978**

I hereby authorize \_\_\_\_\_ to send and/or release all documents that are found in my child's, \_\_\_\_\_ (Date of Birth: \_\_\_\_\_) education file, housing file, public benefits file, social security file, employment file, medical file, mental health file, and social work file, including information about [my/my child's] medical diagnosis, condition, and treatment, including information about [my/my child's] mental health condition or treatment, [my/my child's] health insurance information, and information that identifies [me/my child], including [my/my child's] name, address, telephone number, and other demographic information, to [organization/attorney name], its attorneys and agents (collectively, "**XYZ**"), and to discuss those documents and the information contained in them with [organization/attorney name].

Commented [RG1]: Insert as appropriate

[Organization/Attorney Name] may receive, use, and share the information described above in order to provide legal services to [me/my child] and for [organization/attorney name] internal evaluation and research to improve legal service delivery.

[Organization/Attorney Name] may further disclose this information to those involved in [my/my child's] case, such as experts and other supporting professionals, including in court at trial, for the purpose of providing legal services to [me/my child].

I understand that once my health information is shared with [organization/attorney name], federal privacy laws may no longer protect the information, which may be shared with other third parties by [organization/attorney name] pursuant to this authorization and may be subject to re-disclosure by those individuals.

I further understand that:

- I do not have to sign this authorization. My treatment, payment for treatment, insurance enrollment, or eligibility for insurance benefits will not be directly affected.
- I am entitled to a copy of this signed authorization.
- This authorization will remain in effect until I revoke (cancel) it, at which point it will expire.
- I may revoke (cancel) this Authorization at any time by faxing a signed, written request to [INSERT POINT OF CONTACT], at which point \_\_\_\_\_ will immediately cease disclosing my health information to [organization/attorney name]. However, revoking this authorization will not affect [organization/attorney name]'s ability to use and disclose my/my child's health information that it has already received.
- This authorization will expire 365 days from the date of this authorization indicated below.
- This information has been disclosed to [organization/attorney name] from records whose confidentiality is protected by District of Columbia law. The unauthorized disclosure or re-disclosure of mental health information violates the provisions of the District of Columbia Mental Health Information Act of 1978. Disclosure or re-disclosure may be made pursuant to this valid authorization by me or as provided in Titles III and IV of the Act. The Act provides for civil damage and criminal penalties for violations.
- I have the right to inspect the record of [my/my child's] mental health information.

ACCEPTED AND AGREED:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Relationship to Patient<sup>1</sup>:

\_\_\_\_\_  
Date:

**UNLESS YOU SIGN HERE, NO  
INFORMATION ABOUT  
ALCOHOL/SUBSTANCE ABUSE, GENETIC  
TESTING, HIV/AIDS, OR MENTAL HEALTH  
WILL BE DISCLOSED.**

**YES, DISCLOSE THIS INFORMATION**

\* \_\_\_\_\_

**NO, DO NOT DISCLOSE THIS INFORMATION**

\* \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> Guardian signature required if patient is under 18 years old.

**AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION IN ACCORDANCE WITH 45 C.F.R.  
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I hereby authorize \_\_\_\_\_ to send and/or release all documents that are found in my, \_\_\_\_\_ (Date of Birth: \_\_\_\_\_) housing file, public benefits file, social security file, employment file, medical file, mental health file, and social work file, including information about my medical diagnosis, condition, and treatment, including information about my child's mental health condition or treatment, my child's health insurance information, and information that identifies me, including my name, address, telephone number, and other demographic information, to **[organization/attorney name]**, its attorneys and agents (collectively, "**XYZ**"), and to discuss those documents and the information contained in them with **[organization/attorney name]**.

**Commented [RG1]:** Insert as appropriate

CLC may receive, use, and share the information described above in order to provide legal services to me/my child and for CLC's internal evaluation and research to improve legal service delivery.

CLC may further disclose this information to those involved in my/my child's case, such as experts and other supporting professionals, including in court at trial, for the purpose of providing legal services to me/my child.

I understand that once my health information is shared with CLC, federal privacy laws may no longer protect the information, which may be shared with other third parties by CLC pursuant to this authorization and may be subject to re-disclosure by those individuals.

I further understand that:

- I do not have to sign this authorization. My treatment, payment for treatment, insurance enrollment, or eligibility for insurance benefits will not be directly affected.
- I am entitled to a copy of this signed authorization.
- This authorization will remain in effect until I revoke (cancel) it, at which point it will expire.
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By:

Name:

Relationship to Patient:

Date:

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INFORMATION ABOUT  
ALCOHOL/SUBSTANCE ABUSE, GENETIC  
TESTING, HIV/AIDS, OR MENTAL HEALTH  
WILL BE DISCLOSED.**

**YES, DISCLOSE THIS INFORMATION**

\*

**NO, DO NOT DISCLOSE THIS INFORMATION**

\*



# Housing Inspection Records Release Form

*Please complete the form below in its entirety.*

Requestor First Name: \_\_\_\_\_ Requestor Last Name: \_\_\_\_\_

Relationship to Tenant/Owner: ☐ Attorney ☐ Self ☐ Agent Bar #: \_\_\_\_\_

Tenant First Name: \_\_\_\_\_ Tenant Last Name: \_\_\_\_\_  
*(Only complete the tenant name section if the name is different than requestor above.)*

Property Address Including Unit Number (If applicable): \_\_\_\_\_

Name of Requestor's Agency/Firm (If applicable): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Inspection(s) Date(s): \_\_\_\_\_

**Document(s) Requested:**

☐ Notices of Violation (NOV)

☐ Inspection Photographs

☐ Notices of Infraction (NOI)

☐ Inspection Activity Log

☐ Inspection Report

I, \_\_\_\_\_, authorize the Department of Consumer and Regulatory Affairs to release the above-referenced documents to \_\_\_\_\_ (Tenant/ Representative), collected during the course of the residential housing unit inspection as of the inspection date requested.

\_\_\_\_\_  
Tenant (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Requestor (Signature)

\_\_\_\_\_  
Date

The International Property Maintenance Code can be found here:

<<https://law.resource.org/pub/us/code/ibr/icc.ipmc.2012.html>>)

The DC rulemaking is here (and in this manual):

<<http://www.dcregs.dc.gov/Gateway/IssueHome.aspx?IssueId=486>>

Note: The new provision with respect to conflicts between the PMC and the Housing Code:

102.4.1 Code precedence. If a conflict arises between the \*Housing Code\*, Title 14 DCMR, Subtitle A and the \*Property Maintenance Code\*, the provisions of the \*Property Maintenance Code\* shall take precedence.

Note: The intention of DC Government is to eventually eliminate Title 14 and rely only on the Property Maintenance Code. However, as of May of 2014, both are in effect.

**DISTRICT OF COLUMBIA  
CONSTRUCTION CODES SUPPLEMENT OF 2013  
12 DCMR G PROPERTY MAINTENANCE  
CODE SUPPLEMENT**

The District of Columbia has adopted the 2012 edition of the *International Property Maintenance Code* (IPMC), as amended by this Supplement.

**IPMC CHAPTERS AMENDED BY THIS SUPPLEMENT:**

CHAPTER 1	ADMINISTRATION AND ENFORCEMENT
CHAPTER 2	DEFINITIONS
CHAPTER 3	REQUIREMENTS
CHAPTER 4	LIGHT, VENTILATION, AND OCCUPANCY LIMITATIONS
CHAPTER 5	PLUMBING FACILITIES AND FIXTURES REQUIREMENTS
CHAPTER 6	MECHANICAL AND ELECTRICAL REQUIREMENTS
CHAPTER 7	FIRE SAFETY REQUIREMENTS
CHAPTER 8	REFERENCED STANDARDS

The *District of Columbia Property Maintenance Code* (2013), referred to as the “*Property Maintenance Code*,” consists of the 2012 edition of the *International Property Maintenance Code*, published by the International Code Council (ICC), as amended by the *District of Columbia Property Maintenance Code Supplement* (2013) (12 DCMR G). The *International Property Maintenance Code* is copyrighted by the ICC and therefore is not republished here. However, a copy of the text may be obtained at: <http://publicecodes.cyberregs.com/icod/ipmc/2012/index.htm?bu=IC-P-2012-000006&bu2=IC-P-2012-000019>.



## CHAPTER 1 ADMINISTRATION AND ENFORCEMENT

- 101 General
- 102 Applicability
- 103 Department of Consumer and Regulatory Affairs
- 104 Duties and Powers of the Code Official
- 105 Approval
- 106 Violations and Infractions
- 107 Notice and Orders
- 108 Unsafe Structures Premises and Equipment
- 109 Emergency Measures
- 110 Demolition

*Strike Chapter 1 of the International Property Maintenance Code in its entirety and insert new Chapter 1 in the Property Maintenance Code in its place to read as follows:*

### 101 GENERAL

**101.1 Title.** The *D.C. Property Maintenance Code* (2013), hereinafter referred to as the “*Property Maintenance Code*,” shall consist of the 2012 edition of the *International Property Maintenance Code*, as amended by the *D.C. Property Maintenance Code Supplement* (2013) (12 DCMR G).

**101.2 Scope.** The scope of the *Property Maintenance Code* shall be as defined in Section 101.4.5.2 of 12 DCMR A.

**101.3 Intent.** The intent of the *Property Maintenance Code* shall be as defined in Section 101.4.5.3 of 12 DCMR A.

**101.4 Severability.** The provisions of Sections 102.5, Partial Invalidity, and 102.5.1, Segregation of Invalid Provisions, of 12 DCMR A, shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

### 102 APPLICABILITY

**102.1 Conflicting provisions.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of the *Property Maintenance Code* and its referenced standards, the provisions of the *Property Maintenance Code* shall apply. Where, in a specific case, different sections of the *Property Maintenance Code* specify different requirements, the most restrictive shall govern.

The District of Columbia Property Maintenance Code (2013), referred to as the “Property Maintenance Code,” consists of the 2012 edition of the International Property Maintenance Code, published by the International Code Council (ICC), as amended by the District of Columbia Property Maintenance Code Supplement (2013) (12 DCMR G). The International Property Maintenance Code is copyrighted by the ICC and therefore is not republished here. However, a copy of the text may be obtained at: <http://publicecodes.cyberregs.com/icod/ipmc/2012/index.htm?bu=IC-P-2012-000006&bu2=IC-P-2012-000019>.

**102.2 Maintenance.** Equipment, systems, devices and safeguards required by the *Property Maintenance Code* or a previous regulation or code under which the *structure* or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *operator* or *occupant* shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied *dwelling*, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of the *Property Maintenance Code* are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing *structures*. Except as otherwise specified herein, the *owner* or the *owner's* designated agent shall be responsible for the maintenance of buildings, *structures* and *premises*.

**102.3 Application of other codes.** Repairs, additions, demolition, razing or alterations to a structure, or changes of use or occupancy, shall be done in accordance with the provisions of the *Construction Codes*. Nothing in the *Property Maintenance Code* shall be construed to cancel, modify or set aside any provision of the *Construction Codes* or the *Zoning Regulations*, Title 11 DCMR.

**102.4 Existing remedies.** The provisions in the *Property Maintenance Code* shall not be construed to abolish or impair existing remedies of the District of Columbia or its officers or agencies relating to the condemnation, removal or demolition of any structure which is dangerous, unsafe and/or unsanitary, the abatement of nuisance property, or the maintenance of vacant buildings.

**102.4.1 Code precedence.** If a conflict arises between the *Housing Code*, Title 14 DCMR, Subtitle A and the *Property Maintenance Code*, the provisions of the *Property Maintenance Code* shall take precedence.

**102.5 Workmanship.** Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of the *Property Maintenance Code* shall be executed and installed in a workmanlike manner, installed in accordance with the manufacturer's installation instructions, and use materials of a quality and kind suitable for the purpose for which used and of a kind normally used in the applicable trade.

**102.6 Historic buildings.** Any *building* or other *structure* that is listed (either as an individual listing or as a contributing resource to a listed historic district) in the D.C. or National Register of Historic Places shall be exempt from specific provisions of the *Property Maintenance Code*; provided, that (a) the D.C. Historic Preservation Officer or the Keeper of the National Register of Historic Places certifies that compliance with the specific provisions of the *Property Maintenance Code* will cause the loss of irretrievable historic components that may lead to the de-listing of the *building* or other *structure*; and (b) the *code official* determines the exemption does not adversely affect the safety of the building or other structure or the public interest of

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health, safety and welfare.

**102.7 Referenced codes and standards.** The provisions of Section 102.4, Referenced Standards, of 12 DCMR A, shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

**Exception:** Where enforcement of a *Property Maintenance Code* provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

**102.8 Matters not covered by the code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public health, safety and welfare, not specifically covered by the *Property Maintenance Code*, shall be determined by the *code official*.

**102.9 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of the *Property Maintenance Code*.

**102.10 Other laws.** The provisions of the *Property Maintenance Code* shall not be deemed to nullify any provisions of local or federal law.

**102.11 Special flood hazard areas.** The storage of equipment or materials that are listed as dangerous materials in 20 DCMR § 3106.2 or that will affect either the base flood elevation or the floodway in any Special Flood Hazard Area, as delineated on the Federal Emergency Management Agency's Flood Insurance Rate Map for the District (20 DCMR § 3101.2), shall be required to obtain a building permit from the Department of Consumer and Regulatory Affairs, pursuant to 12 DCMR A § 105, and comply with the requirements of 20 DCMR Chapter 31.

## **103 DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS**

**103.1 Department of Consumer and Regulatory Affairs.** The provisions of Section 103, Department of Consumer and Regulatory Affairs, of 12 DCMR A, shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

**103.2 Liability.** The provisions of Section 104.8, Relief from Personal Liability, of 12 DCMR A, shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

**103.3 Fees.** The fees for activities and services performed by the Department of Consumer and Regulatory Affairs in carrying out its responsibilities under the *Property Maintenance Code* shall be paid in accordance with the applicable fee schedule published in 12 DCMR M as amended from time to time.

The District of Columbia Property Maintenance Code (2013), referred to as the "Property Maintenance Code," consists of the 2012 edition of the International Property Maintenance Code, published by the International Code Council (ICC), as amended by the District of Columbia Property Maintenance Code Supplement (2013) (12 DCMR G). The International Property Maintenance Code is copyrighted by the ICC and therefore is not republished here. However, a copy of the text may be obtained at: <http://publicecodes.cyberregs.com/icod/ipmc/2012/index.htm?bu=IC-P-2012-000006&bu2=IC-P-2012-000019>.

## 104 DUTIES AND POWERS OF THE CODE OFFICIAL

**104.1 General.** The *code official* shall enforce the provisions of the *Property Maintenance Code*.

**104.1.1 Rulemaking authority.** The provisions of Section 104.1.1, Legal Authority, of 12 DCMR A, shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

**104.2 Inspections.** The *code official* is authorized to make all of the required inspections, or to accept reports of inspection by *approved* agencies. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise.

**104.3 Right of entry.** The *code official* is authorized to enter a structure or *premises* at all reasonable times to inspect and for the purpose of enforcing the *Property Maintenance Code*, subject to constitutional restrictions on unreasonable searches and seizures, and subject to the provisions of this Section. If entry is refused or not obtained, the *code official* is authorized to obtain an administrative search warrant issued pursuant to D.C. Official Code § 11-941 (2012 Repl.) or D.C. Superior Court Civil Rule 204 or to pursue any other recourse as provided by law.

**104.3.1 Right of entry – housing business license property.** The *code official*, both prior to the issuance of a *housing business* license and during the license period, is authorized, at all reasonable hours, to enter and inspect the *premises* occupied or to be occupied by a *housing business* except as provided in Section 104.3.2

**104.3.2 Right of entry of housing business license property with tenant.** If it appears that any portion of a *premises* is under the exclusive control of a *tenant*, or if the operator of a *housing business* so claims, the *code official* shall not enter that portion of the *premises* without first having obtained permission from the *tenant* or the *tenant's* agent, except as provided in Section 104.3.3.

**104.3.3 Tenant refusal to permit inspection.** If a *tenant* of a *housing business* does not give permission to inspect that portion of the *premises* under the *tenant's* exclusive control, the *code official* shall not enter that portion of the *premises* unless the *code official* has:

1. A valid administrative warrant permitting the inspection, issued pursuant to D.C. Official Code § 11-941 (2012 Repl.) or D.C. Superior Court Civil Rule 204; or
2. A reasonable basis to believe that exigent circumstances require immediate entry into that portion of the *premises* in order to prevent any *imminent danger* to the public health or welfare.

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The refusal of any *tenant* to permit such an inspection shall not result in the revocation or suspension of the *housing business* license, nor shall such refusal result in the assessment of penalties against the *operator* of a *housing business*, provided however, that when the *code official* presents a valid administrative search warrant that permits inspection of *premises* under a *tenant's* exclusive control, the *tenant* of a *housing business* who refuses to give permission to inspect that portion of the *premises* shall be in violation of the *Property Maintenance Code*.

**104.3.4 Refusal to permit inspection.** If the *owner* or *operator* of a *housing business*, or agent of such *owner* or *operator*, refuses to permit the *code official* to inspect the *premises* occupied or to be occupied by a *housing business*, such refusal shall be cause for withholding the issuance of a license for those *premises* until the inspection is permitted, and/or cause for the revocation of any existing license.

**104.3.4.1** As a condition of receiving a *housing business* license under D.C. Official Code § 47-2828 (2012 Repl.), the *owner* or *operator* of a *housing business* must agree to:

1. Allow access to the *Department* for any inspection required under the *Construction Codes*; and
2. Notify any affected *tenant* whose unit requires inspection.

**104.4 Identification.** The provisions of Section 104.5, Credentials, of 12 DCMR A, shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

**104.5 Notices and orders.** The *code official* is authorized to issue all necessary notices or orders to ensure compliance with the *Property Maintenance Code*, and to institute administrative and legal actions to correct violations or infractions, including actions pursuant to An Act To provide for the abatement of nuisances in the District of Columbia by the Commissioners of said District, and for other purposes, approved April 14, 1906 (34 Stat. 114; D.C. Official Code § 42-3131.01 *et seq.* (2012 Repl.)), and the Abatement and Condemnation of Nuisance Properties Omnibus Amendment Act of 2002, effective April 19, 2002 (D.C. Law 14-114; D.C. Official Code § 42-3171.01 *et seq.* (2012 Repl.)).

**104.6 Department records.** The provisions of Section 104.7, Department Records, of 12 DCMR A, shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

**104.7 Coordination of inspections.** Whenever in the enforcement of the *Property Maintenance Code* or another code or ordinance, the responsibility of more than one *code official* of the

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District is involved, it shall be the duty of the *code officials* involved to coordinate their inspections and administrative orders as fully as practicable so that the *owners* and occupants of the structure shall not be subjected to visits by numerous inspectors or multiple or conflicting orders.

## **105 APPROVAL**

**105.1 Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of the *Property Maintenance Code*, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* representative, provided the *code official* shall first find that special individual reasons makes the strict letter of the *Property Maintenance Code* impractical, that the modification is in compliance with the intent and purpose of the *Property Maintenance Code*, and that such modification does not lessen health, life and fire safety requirements or violate District law or regulations. The details of any action granting modifications shall be recorded and entered in the *Department* files.

**105.2 Alternative materials, methods and equipment.** The provisions of Section 104.11, Alternative Materials, Equipment, Methods of Construction and Design, of 12 DCMR A, shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

**105.3 Required testing.** Whenever there is insufficient evidence of compliance with the provisions of the *Property Maintenance Code*, or evidence that a material or method does not conform to the requirements of the *Property Maintenance Code*, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

**105.3.1 Test methods.** Test methods shall be as specified in the *Property Maintenance Code* or by other recognized and accepted test methods in the industry. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an agency *approved* by the *code official*.

**105.3.2 Test reports.** The provisions of Section 104.7, Department Records, of 12 DCMR A, regarding retention of test reports, shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

**105.4 Used material and equipment.** The provisions of Section 104.9.1, Used Materials, Equipment and Devices, of 12 DCMR A shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

**105.5 Permits for repairs and improvements.** Any repair or improvement which may be required by a notice issued under the authority of the *Property Maintenance Code* for which a permit is required shall not be made until that permit has been issued by the District.

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**105.5.1 Compliance with applicable laws.** All work under a permit shall be done in accordance with all applicable laws and regulations. The provisions of Section 102.4.1, Conflicts, of 12 DCMR A, shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

## **106 VIOLATIONS AND INFRACTIONS**

**106.1 Unlawful acts.** It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of the *Property Maintenance Code*.

**106.2 Notice of violation or order.** Service of a notice of violation or order shall be in accordance with Section 107.

**106.3 Code official authority.** Whenever the *code official* has reasonable grounds to believe that a violation of the *Property Maintenance Code* exists, he or she is authorized to take the following actions either singly or in combination, in addition to imposing any other remedies or penalties otherwise available to the *code official* in the *Property Maintenance Code* or otherwise:

1. Institute the appropriate proceeding at law or in equity to prosecute, restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of the *Property Maintenance Code* or of the order or direction made pursuant thereto;
2. Issue a notice of violation, which may afford the person responsible for the correction of the violation an opportunity to abate the violation;
3. Issue a notice of infraction, assessing a fine for the infraction;
4. Issue a combined notice of violation and notice of infraction;
5. Issue an order requiring a deposit of collateral for uncorrected violations;
6. Effect summary correction of the violation, or demolition of the structure, as authorized by law;
7. Refer the property to the Board of Condemnation of Insanitary Buildings (BCIB) for condemnation proceedings pursuant to D.C. Official Code § 6-902 *et seq.* (2012 Repl. & 2013 Supp.); or
8. Issue any other order or notice authorized to be issued by the *code official*.

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**106.4 Violation fines and penalties.** Any person who violates a provision of the *Property Maintenance Code*, or fails to comply therewith or with any of the requirements thereof, shall be subject to the penalties established hereafter and shall be subject to prosecution. In the event of any failure to comply with any provision of the *Property Maintenance Code* following service of a notice of violation or order in accordance with Section 107, each and every day such violation continues shall constitute a separate offense.

**106.4.1 Penalty.** Any person who violates any of the provisions of the *Construction Codes* or orders issued under the authority of the *Construction Codes*, shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$2,000, or by imprisonment not exceeding 90 days, or both, for each such offense. Each day a violation continues shall be deemed a separate offense. Prosecutions pursuant to this section shall be brought in the name of the District of Columbia by the Attorney General for the District of Columbia.

**106.4.2 Additional penalties.** Civil fines, penalties, and fees may be imposed, in addition to other available remedies, for any infraction of the provisions of the *Construction Codes*, including the provisions of the *Property Maintenance Code*, pursuant to the Department of Consumer and Regulatory Affairs Civil Infractions Act of 1985, effective October 5, 1985 (D.C. Law 6-42; D.C. Official Code § 2-1801 *et seq.* (2012 Repl.)) (“Civil Infractions Act”). Violation of the provisions of the *Property Maintenance Code* shall be deemed a strict liability offense for which a fine may be imposed pursuant to the *Civil Infractions Act* and Title 16 of the DCMR. Adjudication of any infraction shall be pursuant to the *Civil Infractions Act*.

**106.4.3 Culpability.** Any person, including a *tenant*, who causes a violation of the *Property Maintenance Code*, is subject to the same penalties as those provided in Section 106.4.

**106.4.4 Separate offenses.** The penalties prescribed in Section 106.4 shall be applicable to each separate offense.

**106.4.5 Housing business license.** The violation of any of the provisions of the *Property Maintenance Code* may be grounds for denial, suspension or revocation of any *housing business* license or license endorsement under Chapter 28 of Title 47 of the D.C. Official Code and/or the *Housing Code*, Title 14 DCMR.

**106.5 Abatement of violation.** Notwithstanding any other penalties or remedies set forth in Section 106.4, where any person violates a provision of the *Property Maintenance Code*, or fails to comply therewith or with any of the requirements thereof, following notice as prescribed in Section 107 of this chapter, the *code official* may cause such condition to be corrected. The costs of any corrective action, and all expenses incident thereto, shall be deemed a special assessment

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and shall be assessed as a tax against the property on which the violating condition existed, bear interest and be collected in the same manner as delinquent general taxes in the District are collected, in accordance with D.C. Official Code § 47-1205 (2012 Repl.). Nothing herein shall be construed to abolish or impair existing remedies relating to abatement of nuisance property, including, but not limited to, Chapters 31 and 31A of Title 42 of the D.C. Official Code, or to preclude conversion of a special assessment lien to an administrative judgment, enforceable in the same manner as any other civil judgment under District of Columbia law, as authorized by D.C. Official Code § 42-3131.01 (2012 Repl.).

**106.6 Deposit of collateral.** The *code official* is authorized to require a deposit of collateral as directed, from an owner or person(s) responsible, for uncorrected violations of the *Property Maintenance Code* where a notice or order has been issued for the violation, reinspection indicates that the violation has not been corrected, and no appeal from the notice or order is pending. The collateral amount shall be based on the reasonable estimated cost of labor and materials to correct the violative condition. The *code official* is authorized to draw down on the collateral deposited to cover the costs of *summary abatement*.

## **107 NOTICES AND ORDERS**

**107.1 Notice to owner or to person or persons responsible.** In addition to other penalties authorized by statute or regulation, whenever the *code official* determines that there has been a violation of the *Property Maintenance Code* or has grounds to believe that a violation has occurred, the *code official* is authorized to serve one or more of the following notices or orders, which may impose a fine or other penalty, on an *owner* or the person or persons responsible therefore:

1. A notice of violation;
2. A notice of infraction;
3. A combined notice of violation and notice of infraction; or
4. Any other order or notice authorized to be issued by the *code official*.

**107.1.1 Applicable procedures.** Service of a notice of violation or any other authorized notice or order, other than a notice of infraction, shall be in the manner prescribed in Sections 107.2 and 107.3, except as otherwise provided herein. Notices of infraction shall be issued in accordance with the procedures and fine amounts set forth in Section 201 of the *Civil Infractions Act* and Title 16 of the DCMR.

**107.1.2 Code official discretion.** Issuance of a notice of violation, notice of infraction, or combined notice of violation and notice of infraction pursuant to this section, prior to

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taking other enforcement action, is at the discretion of the *code official*. Failure to issue a notice of violation, notice of infraction, or combined notice of violation and notice of infraction shall not be a bar or a prerequisite to criminal prosecution, civil action, corrective action, or civil infraction proceeding based upon a violation of the *Property Maintenance Code*.

**107.1.3 Historic Preservation.** Additional notice procedures may apply to historic buildings pursuant to D.C. Official Code § 6-801 *et seq.* (2012 Repl.).

**107.2 Form of notice or order.** Notices or orders issued under the *Property Maintenance Code* must:

1. Be in writing;
2. Include the name and address of the person or entity being cited;
3. Include a description of the real estate sufficient for identification;
4. Include a statement of the violation or violations, the code section(s) violated and why the notice or order is being issued;
5. Include, if the notice or order affords an opportunity to abate a violation, a reasonable period of time by which the required repairs and improvements must be made;
6. Include, if applicable, a specific time by which unsafe or imminently dangerous *premises* shall be closed, barricaded and/or vacated, or equipment placed out of service;
7. Include a statement informing the property *owner* of the right to appeal pursuant to Section 107.8; and
8. Include a statement of the District of Columbia's right in accordance with Section 106.5 to abate the violation without the *owner's* consent if the *owner* fails to comply with the notice or order or to file a timely appeal, to assess the costs of such abatement against the *owner*, and to place a tax lien on the property for the costs of such abatement.

**107.2.1 Special notice provisions for residential premises.** Where the *code official* (a) issues a notice or order to close and barricade a residential structure or *dwelling unit*, pursuant to Section 108.3, or (b) posts a closure or imminently dangerous notice or order pursuant to Section 109.1.1, the following additional provisions shall apply:

1. The notice or order shall specify a date by which *tenants* or occupants of the structure or unit are required to vacate the structure or unit;

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2. The notice or order shall include a statement informing *tenants* or occupants of the structure or unit of the right to appeal pursuant to Section 107.8, including, where applicable, the right to an expedited hearing pursuant to Section 107.8.2;
3. A copy of the notice or order shall be provided to *tenants* in accordance with Section 107.7; and
4. The notice shall provide contact information for the Office of the Tenant Advocate.

**107.3 Method of service of notices and orders.** The *code official* shall effect service of any notice or order (except notices of infraction) upon the property *owner* or person(s) responsible for the violation or violations by one of the following methods, any of which shall be deemed proper service:

1. Personal service on the property *owner* or persons responsible, or the agents thereof; or
2. By electronic mail to the last-known electronic mail address of the person or business to be notified, provided that a copy of the notice or order is posted in a conspicuous place in or about the structure or *premises* affected by such notice; or
3. Delivering the notice to the last known home or business address of the property *owner* or persons responsible as identified by the tax records, business license records, or corporate registration records, and leaving it with a person over the age of 16 years old residing or employed therein; or
4. Mailing the notice, via first class mail postage pre-paid, to the last known home or business address of the property *owner* or persons responsible or the agents thereof as identified by the tax records, business license records or corporate registration records; or
5. If the notice is returned as undeliverable by the Post Office authorities, or if no address is known or can be ascertained by reasonable diligence, by posting a copy of the notice in a conspicuous place in or about the structure or *premises* affected by such notice.

**107.4 Unauthorized tampering.** Signs, placards, tags, or seals posted or affixed by the *code official* shall not be mutilated, destroyed, obstructed or tampered with, or removed without authorization from the *code official*.

**107.5 Penalties.** Penalties for noncompliance with *the Property Maintenance Code* shall be as set forth in Section 106.

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**107.6 Transfer of ownership.** It shall be unlawful for the *owner* of any *dwelling unit* or structure upon whom a notice of violation or order has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another person or entity until the provisions of the notice or order have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any notice or order issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such notice or order and fully accepting the responsibility without condition for making the corrections or repairs required by such notice or order.

**107.7 Copy of notices and orders.** After an inspection of a *dwelling unit* occupied by a *tenant*, the *code official* ~~Director~~ shall provide the *tenant* with a copy of any notice or order with respect to that unit issued to the *owner* pursuant to the *Property Maintenance Code*. This requirement will be satisfied by mailing a copy to the *tenant* by first-class mail, leaving a copy at the *tenant's* residence or any other reasonable method in the *code official's* discretion.

**107.7.1 Notification for multiple tenants.** In any instance where a violation or violations of the *Property Maintenance Code* involve more than one *tenant* of a residential building or dwelling, including violations involving common space, the *code official* shall post a copy of any notice or order issued to the *owner* pursuant to Section 107 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. Any *tenant* directly affected by the violation(s) shall, upon request to the *code official*, be sent a copy of the posted notification.

**107.7.1.1 Building Closures.** Where the *code official* (a) issues an order or notice to close and barricade a residential *structure* or *dwelling unit*, pursuant to Section 108, or (b) posts a closure or imminently dangerous order or notice pursuant to Section 109, in addition to posting the notice or order as provided in 107.7.1, the *code official* shall provide a copy of the notice or order to each *tenant* affected by the notice or order by leaving a copy at each *dwelling unit* or any other reasonable method in the *code official's* discretion.

**107.7.2 Tampering with notification.** No person shall alter, modify, destroy, obstruct or otherwise tamper with or mutilate a notification posted under Section 107.7.1 or Section 107.3.

**107.7.3 Exclusivity of tenant notice provisions.** The *code official* shall not be subject to any other *tenant* notification provisions, except as set forth in this Section 107.

**107.8 Appeal and hearing.** Any person directly affected by a notice or order issued under this

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*Property Maintenance Code* shall have the right to appeal to the Office of Administrative Hearings (OAH).—Except where an expedited hearing is requested pursuant to Section 107.8.2, the OAH appeal shall be filed within 10 business days after the date the *person* appealing the decision of the *code official* had notice or knowledge of the decision, or should have had notice or knowledge of the decision, whichever is earlier. The appeal shall specify that the *Property Maintenance Code* or the rules legally adopted thereunder have been incorrectly interpreted or applied by the *code official*, the provisions of the *Property Maintenance Code* do not fully apply, or the requirements of the *Property Maintenance Code* are adequately satisfied by other means. OAH shall have no authority to waive requirements of the *Property Maintenance Code*.

**Exceptions:**

1. OAH review of a notice or order to close or vacate residential *premises* issued pursuant to Section 108 shall be based solely on the issue of whether the *premises* are unsafe or unfit for occupancy requiring a building closure under the provisions of Section 108.
2. OAH review of a notice or order to close or vacate residential *premises* issued pursuant to Section 109 shall be based solely on the issue of whether the *code official's* building closure decision comported with Section 109.1.
3. Where the *owner* waives the right to an administrative hearing pursuant to Section 302.4.2.1.

**107.8.1 Stay of enforcement.** Appeals of notices or orders shall stay the enforcement of the notice or order until the appeal is heard by OAH.

**Exceptions:**

1. Closure or imminent danger notices or orders issued pursuant to Section 109, and related orders to vacate *premises*; or
2. Closure notices or orders issued pursuant to Section 108, and related orders to vacate *premises*, except where the *tenant* or occupant has requested an expedited OAH hearing in accordance with Section 107.8.2.

**107.8.2 Expedited OAH hearing for Section 108 closure orders.** Where a notice or order to close or vacate a residential *premises* is issued pursuant to Section 108, a *tenant* or occupant of the *premises* affected by the closure has a right to request an expedited hearing by OAH prior to the closure subject to the following requirements:

1. The *tenant* or occupant shall file the request for an expedited hearing with OAH no later than the date specified in the closure order for *tenants* or occupants to

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vacate the structure or unit;

2. OAH review shall be based solely on the issue of whether the *premises* are unsafe or unfit for occupancy requiring a building closure under the provisions of Section 108 of the *Property Maintenance Code*;
3. Enforcement of the closure notice or order shall be stayed until OAH issues a written decision; and
4. OAH shall hold a hearing within 72 hours of receipt of a timely request, and shall issue a decision within 72 hours after the hearing. For purposes of computing the 72 hour period, weekends and legal holidays shall be excluded.

Nothing herein shall be construed to authorize an expedited hearing for any notices or orders issued, or actions taken, pursuant to Section 109.

**107.8.3 Section 109 closure or imminently dangerous orders and notices.** Appeal of a closure notice or order issued pursuant to Section 108, or a request for an expedited hearing pursuant to 107.8.2, shall not preclude the *code official* from issuing a notice or order pursuant to Section 109 for the same *premises* or structure, while such appeal or hearing is pending.

## **108 UNSAFE STRUCTURES AND EQUIPMENT**

**108.1 General.** When structures, *premises* or equipment, in whole or in part, are found by the *code official* to be unsafe or dangerous, or when a structure is found unfit for human occupancy, or is found to be unlawful, such structure may be closed by the *code official* pursuant to the provisions of the *Property Maintenance Code* and may be referred to the Board of Condemnation for issuance of a condemnation order, pursuant to An Act To create a board for the condemnation of insanitary buildings in the District of Columbia, and for other purposes, as amended, approved May 1, 1906 (34 Stat. 157; D.C. Official Code § 6-901 *et seq.* (2012 Repl. & 2013 Supp.)).

**108.1.1 Unsafe structures.** An unsafe structure or anything attached to or connected with any building or other structure that is found to be unsafe or dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment, or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that partial or complete collapse is possible.

**108.1.2 Unsafe equipment.** Unsafe equipment includes any boiler, heating equipment,

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elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the *premises* or structure.

**108.1.3 Structure unfit for human occupancy.** A *structure* is unfit for human occupancy whenever the *code official* finds that such structure is: unsafe; unlawful; or, due to the degree to which the structure is in disrepair or lacks maintenance, is unsanitary or vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by the *Property Maintenance Code*; or whenever the *code official* finds that the location of the structure constitutes a hazard to the *occupants* of the *structure* or to the public.

**108.1.4 Unlawful structure.** An unlawful *structure* is one found in whole or in part to be occupied by more persons than permitted under the *Property Maintenance Code*, or was erected, altered or occupied contrary to law.

**108.1.5 Dangerous structure or premises.** For the purpose of this code, any *structure* or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *Construction Codes* as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, *structure* or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof, that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or *structure*, or part of the building or *structure*, is likely to collapse partially or completely, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary

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for the support, or for any other reason, or some portion of the foundation or underpinning of the building or *structure* is likely to fail or give way.

6. The building or *structure*, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or *structure* is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or *structure* to their danger, become a harbor for vagrants, criminals or immoral persons, or enable persons to resort to the building or *structure* for committing a nuisance or an unlawful act.
8. The building or *structure* has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or *structure* provided by the *Construction Codes*, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or *structure*, used or intended to be used for dwelling purposes, that is determined by the *code official* to be unsanitary, unfit for human habitation, or in such a condition that is likely to cause sickness or disease because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system or otherwise.
10. Any building or *structure* that is determined by the *code official* to be a threat to life or health because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause.
11. Any portion of a building or *structure* that remains on a site after the demolition or destruction of the building or *structure*, or whenever any building or *structure* or portion thereof is abandoned so as to become an attractive nuisance or hazard to the public.

**108.1.6 Unserviceable equipment.** Whenever the *code official* determines that the repair record on any boiler, air conditioning system, heating equipment, elevator, moving stairway or other equipment on the *premises* or within a *structure* reflects the need for replacement of the equipment, the *code official* may declare the equipment “unserviceable” and order the replacement of the equipment.

**108.2 Closing of vacant *structures*.** If the *structure* is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the *code official*, after providing notice as

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prescribed in Section 108.3, is authorized to post a closure placard on the *premises* and order the *structure* closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement with private persons, and the cost thereof shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate and may be collected by any other legal resource.

**108.2.1 Authority to disconnect service utilities.** The provisions of Section 111.3, Authority to Disconnect Service Utilities, of 12 DCMR A shall apply to the *Property Maintenance Code* and are hereby incorporated by reference.

**108.3 Notice.** Whenever the *code official* has found a *premises* or *structure* to be unsafe or unfit for occupancy or has found the use of equipment to be unsafe or unlawful under the provisions of this Section 108, notice shall be posted in a conspicuous place in or about the *premises* or *structure* affected by such notice and shall be served on the *owner* or the person or persons responsible for the *premises*, *structure* or equipment in accordance with Section 107.3 and An Act To authorize the Commissioners of the District of Columbia to remove dangerous or unsafe buildings and parts thereof, and for other purposes, as amended, approved March 1, 1899 (30 Stat. 923; D.C. Official Code § 6-801 *et seq.* (2012 Repl.)). If the notice pertains to equipment, it shall also be placed on the equipment found to be unsafe or unlawful. The notice shall be in the form prescribed in Section 107.2. The *code official* is authorized to order the *owner* to close and barricade the structure or *dwelling unit* within a specified period of time.

#### **108.3.1 Special provisions applicable to residential premises.**

**108.3.1.1 Copies of notices and orders.** The *code official* shall provide *tenants* of *residential premises* with copies of notices and orders issued pursuant to Section 108 in accordance with Section 107.7. The *code official* shall not be subject to any other *tenant* notification provisions, except as expressly set forth in Section 107.7.

**108.3.1.2 Building closures.** The *code official* is authorized to order *tenants* or occupants of *residential premises* to vacate the premises within a time sufficient to allow the *owner* to comply with the order to close and barricade the premises, provided that *tenants* shall be given at least five calendar days to vacate the *premises*. If any *tenant* or occupant fails to vacate the *premises* within the time period set forth in the notice or order, subject to the appeal provisions of Section 107.8, the *code official* is authorized to order the removal of the *tenants* or occupants.

**108.3.1.3 Other rental housing provisions.** The removal of *tenants* from unsafe *residential premises*, or the service of an order to vacate pursuant to this Section 108, shall not be considered an eviction or notice to vacate under D.C. Official Code § 42-

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3505.01 (2012 Repl.). Notwithstanding the foregoing, nothing herein shall be construed to nullify or abrogate any other rights to which a *tenant* is entitled under District laws or regulations, including relocation assistance, the right to reoccupy the rental unit following rehabilitation, or the right to pursue rights and remedies under D.C. Official Code Title 42, Chapter 34 (2012 Repl. & 2013 Supp.).

**108.3.2 Historic preservation.** Repairs to, or removal or demolition of, a historic landmark or building or structure located within an historic district shall comply with D.C. Official Code § 6-801 *et seq.* (2012 Repl.).

**108.4 Placarding.** Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* is authorized to ~~shall~~ post on the *premises* a closure placard bearing the words “These Premises are Unsafe and Its Occupancy Has Been Prohibited by the Code Official,” or to post on the defective equipment a placard bearing the words “Removed from Service.” The placard shall include a statement of the penalties provided for occupying the *premises* or operating the equipment, and for removing the placard.

**108.4.1 Removal of placard.** The *code official* shall authorize removal of the applicable placards whenever the defect or defects upon which the closure or removal from service actions were based have been eliminated. Any person who defaces or removes a placard without the approval of the *code official* shall be subject to the penalties provided by the *Property Maintenance Code*.

**108.5 Prohibited occupancy.** Any occupied *structure*, closed and placarded by the *code official*, shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment, shall be liable for the penalties provided by the *Property Maintenance Code*.

**108.6 Abatement methods.** The *owner*, *operator* or *occupant* of a *structure*, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

**108.6.1 Costs of abatement.** Where the *owner*, *operator* or *occupant* of a *premises*, including any *buildings*, other *structures*, or equipment, deemed unsafe by the *code official* fails to abate such unsafe condition following notice as prescribed in Section 107, the *code official* may cause such condition to be corrected and assess the costs of any corrective action, and all expenses incident thereto, as a tax against the property in accordance with Section 106.5. Nothing herein shall be deemed to preclude or negate any other penalties or remedies set forth in Section 106.4, or to preclude conversion of a special assessment lien to an administrative judgment, enforceable in the same manner as

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any other civil judgment under District of Columbia law, as authorized by D.C. Official Code § 42-3131.01 (2012 Repl.).

**108.7 Record.** The *code official* shall maintain a report on an unsafe condition. The report shall state the *occupancy* of the *structure* and the nature of the unsafe condition.

**108.8 Condemnation.** The *code official* is authorized to refer a building or structure determined to be unsafe under this Section 108 to the Board for the Condemnation of Insanitary Buildings for issuance of an order of condemnation, pursuant to D.C. Official Code § 6-903 (2012 Repl.).

## **109 EMERGENCY MEASURES**

**109.1 Imminent danger.** The *code official* is hereby authorized and empowered to order and require the tenants or occupants to vacate a *premises* forthwith when, in the opinion of the *code official*: there is imminent danger of failure or collapse of a building or other structure which endangers life; or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure; or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials; or when the health or safety of occupants of the *premises* or those in the proximity of the *premises* is immediately endangered by an unsanitary condition or the operation of defective or dangerous equipment. The *code official* shall cause to be posted at each entrance to such structure a notice or order reading as follows: “This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the *code official*.” It shall be unlawful for any *person* to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition, or demolishing the same.

### **109.1.1 Special provisions applicable to residential premises.**

**109.1.1.1 Copies of notices and orders.** The *code official* shall provide *tenants* of *residential premises* with copies of notices and orders issued pursuant to Section 109 in accordance with Section 107.7. The *code official* shall not be subject to any other *tenant* notification provisions, except as expressly set forth in Section 107.7.

**109.1.1.2 Building closures.** Where the *code official* posts a closure or imminently dangerous notice or order pursuant to Section 109.1, the *code official* is authorized to order all *tenants* or occupants to vacate the imminently dangerous structure or *dwelling unit*. The notice or order shall include the time by which the *premises* must be vacated, provided that tenants and occupants shall be given at least 24 hours to vacate, unless the *code official* determines that *tenants* and occupants must leave the *premises* immediately for their personal safety. If any

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*tenant* or occupant fails to vacate the structure or unit within the time specified in the notice or order, the *code official* is authorized to order removal of the *tenant* or occupant from the structure or unit.

**109.1.1.3 Other rental housing provisions.** The removal of tenants from imminently dangerous premises, or the service of an order to vacate, pursuant to this Section 109 shall not be considered an eviction or notice to vacate under D.C. Official Code § 42-3505.01 (2012 Repl.). Notwithstanding the foregoing, nothing herein shall be construed to nullify or abrogate any other rights to which a *tenant* is entitled under District laws or regulations, including relocation assistance, the right to reoccupy the rental unit following rehabilitation, or the right to pursue rights and remedies under D.C. Official Code Title 42, Chapter 34 (2012 Repl. & 2013 Supp.).

**109.1.2 Appeals.** Imminent danger notices and orders, and other notices and orders issued pursuant to Section 109, are appealable to OAH pursuant to Section 107.8, but any appeal shall not stay the enforcement of the notice or order. Any person ordered to take emergency measures or actions shall comply with such order forthwith. The expedited hearing procedures set forth in Section 107.8.2 shall not apply to orders and notices issued pursuant to Section 109.

**109.1.3 Historic preservation.** Emergency measures affecting a historic landmark or a building or structure located within an historic district shall comply with D.C. Code § 6-803(b) (2012 Repl.).

**109.2 Temporary safeguards.** Whenever, in the opinion of the *code official*, there is imminent danger due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall further cause such other action to be taken as the *code official* deems necessary to meet such emergency.

**109.3 Closing streets.** When necessary for the public safety, the *code official* is authorized to temporarily close sidewalks, streets, buildings, other structures, and places adjacent to such unsafe structure, and prohibit them from being used.

**109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

**109.5 Costs of emergency repairs.** Where the *code official* causes emergency work to be done pursuant to Section 109.2 or Section 109.4, the costs incurred in the performance of emergency work and expenses incident thereto shall be paid from appropriations of the District of Columbia on certification of the *code official* and shall be assessed as a tax against the property on which

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the emergency work or repairs were performed in accordance with Section 106.5. Nothing herein shall be deemed to preclude conversion of a special assessment lien to an administrative judgment, enforceable in the same manner as any other civil judgment under District of Columbia law, as authorized by D.C. Official Code § 42-3131.01 (2012 Repl.).

**109.5.1 Additional costs of emergency repairs.** Costs of emergency repairs shall also be deemed to include, but are not limited to, costs associated with cleaning the premises to comply with the *Property Maintenance Code*, utility removal or disconnection costs, court costs, fines, and penalties. If the *code official* determines that no other shelter is available to tenants or occupants removed from residential premises pursuant to Section 109.1, the *code official* has discretion to assess all expenses incident to *tenant* relocation as a cost of emergency repairs, including, but not limited to, temporary housing, security deposits and the first month's rent if required.

**109.6 Condemnation.** The *code official* is authorized to refer a building or structure determined to be imminently dangerous under this Section 109 to the Board of Condemnation of Insanitary Buildings for issuance of an order of condemnation pursuant to D.C. Official Code § 6-903 (2012 Repl.).

## **110 DEMOLITION**

**110.1 Demolition of deteriorated structures.** The *code official* is authorized to initiate proceedings pursuant to D.C. Official Code § 42-3173 (2012 Repl.) to demolish or enclose a “deteriorated structure”, as defined in D.C. Official Code § 42-3173.01 (2012 Repl.).

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## CHAPTER 2 DEFINITIONS

### 202 General Definitions

#### 202 GENERAL DEFINITIONS

*Insert the following new definitions in Section 202 of the Property Maintenance Code:*

**COMMON SPACE.** All portions of the *premises* used in common by the occupants of a *building* or *structure* not under the exclusive control of a single *tenant*.

**GROWING SEASON.** The time period from May 1 through October 31 of the same calendar year.

**HOUSING BUSINESS.** A business licensed, or required to be licensed, under D.C. Official Code § 47-2828 (2012 Repl.), including any *dwelling unit* or *rooming unit* in a residential building that is offered for rent or lease. A housing business also includes the rental of a *dwelling unit* or *rooming unit* in a residential building that the housing business owner or operator also occupies. A housing business does not include any transient housing providers, such as a hotel, bed and breakfast, inn and motel, boarding house or *rooming house*.

**MAIN ENTRANCE (for Section 304.3).** The principal point of entry into a building or other structure from a public street, private street or officially named alley.

**PRIVATE THOROUGHFARE (for Section 304.3).** Streets, alleys and other thoroughfares where the underlying land is owned by private citizens or entities, or is part of existing tax or record lots adjoining a *public thoroughfare*.

**PUBLIC THOROUGHFARE (for Section 304.3).** Streets, alleys and other thoroughfares that are under the jurisdiction of the District of Columbia, any other public government, including the Federal Government or its branches, or by any adjoining state government.

**QUALIFIED PERSON.** One who has received training in and has demonstrated skills and knowledge in the construction and operation of specific equipment and installations and the hazards involved.

**STREET NUMBER (for Section 304.3).** A number used to provide specific identification for a *premises* on a public or private thoroughfare in the District of Columbia. A street number may be (1) the address of the *main entrance* of a *premises* or (2) an address created when a *building* has an entrance from the exterior, other than the *main entrance*, that directly serves a tenant different than that served by the *main entrance*. It shall be stored as a numeric value.

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**SUMMARY ABATEMENT.** The process by which the *code official* may remove a nuisance from any *premises*, at the expense of the *owner* in situations where the *owner* fails to comply with or to appeal a notice or order to abate, or where emergency measures are required.

**UNTENDED.** Conditions that evidence a lack of care, maintenance, or management or a *premises*, including buildings or structures.

**VEGETATIVE GROWTH.** Vegetation of all types, including weeds, poison ivy, poison oak, poison sumac, kudzu, plants with noxious odors, and grasses.

*Strike the definitions of ROOMING HOUSE and ROOMING UNIT in Section 202 of the International Property Maintenance Code and insert new definitions in Section 202 of the Property Maintenance Code in their place to read as follows:*

**ROOMING HOUSE (for the *Property Maintenance Code*).** A building or part thereof that provides sleeping accommodations for three or more persons who are not members of the immediate family of the resident operator or manager, with or without the provision of meals, for compensation; *sleeping units* are not under the exclusive control of the *occupants*. The term *rooming house* shall not be interpreted to include an establishment known as, or defined in the *Construction Codes* as, a hotel, motel, inn, bed and breakfast, private club, tourist home, guest house, or other transient accommodation.

**ROOMING UNIT.** One or more *habitable spaces* forming a single habitable unit occupied or intended to be occupied for sleeping or living purposes; but not for the preparation or eating of meals.

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## CHAPTER 3 REQUIREMENTS

302	Exterior Property Areas
303	Exterior Structure
304	Interior Structure
307	Handrails and Guardrails
308	Rubbish and Garbage
309	Pest Elimination
310	Carbon Monoxide Alarms

### 302 EXTERIOR PROPERTY AREAS

*Strike Section 302.1 of the International Property Maintenance Code in its entirety and insert new Section 302.1 in the Property Maintenance Code in its place to read as follows:*

**302.1 Sanitation.** All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition. Without limiting the generality of the foregoing, the accumulation of trash on a *premises* shall constitute an unsanitary and unhealthy condition if it creates a:

1. Harbor or concealment (including hiding places for persons);
2. Harbor or refuge for snakes, rodents, or other vermin, including rats and mice;
3. Noxious or unpleasant odor; or
4. Fire hazard.

*Strike Section 302.4 of the International Property Maintenance Code in its entirety and insert new Section 302.4 in the Property Maintenance Code in its place to read as follows:*

**302.4 Weeds.** All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of 8 inches (203 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation other than trees or shrubs; provided, however, that this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds or *vegetative growth* (as described below) after service of a notice of violation, the owner shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the District of Columbia. Upon failure to comply with the notice of violation, any duly authorized employee of

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the District of Columbia or contractor hired by the District of Columbia shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

**302.4.1 Vegetative growth.** The following types of *vegetative growth* are prohibited regardless of height:

1. *Vegetative growth* that is *untended*;
2. Shrubbery that is a detriment to the health, safety, or welfare of the public;
3. *Vegetative growth* that creates a harbor or concealment, including hiding places for persons and harbors or concealments for refuse or trash;
4. *Vegetative growth* that harbors, or provides a refuge for, snakes, rodents, or other vermin, including rats and mice;
5. *Vegetative growth* that creates an unpleasant or noxious odor;
6. *Vegetative growth* that constitutes a fire hazard;
7. *Vegetative growth* that creates a breeding place for mosquitoes; and
8. *Vegetative growth* that is dead or diseased.

**Exceptions:**

1. Weeds, grasses, or other vegetation planted for agricultural use, if such weeds, grasses or vegetation are located at least 150 feet (45.72 m) from property zoned for nonagricultural use.
2. Healthy plants, grasses, or shrubbery in tended grounds, gardens, or landscape designed yards, which exceed 8 inches in height.

**302.4.2 Additional enforcement provisions.**

**302.4.2.1 Written consent of owner.** The *owner* of the *premises* may give written consent to the Mayor or the Mayor's designee authorizing the removal of trash or the mowing of weeds or grass pursuant to a notice of violation requiring abatement of a prohibited condition. By giving such written consent, the *owner* waives the right to an administrative hearing challenging the Mayor's abatement actions.

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**302.4.2.2 Summary abatement during the same growing season.** If the *owner* of any *premises* is served in accordance with the procedures set forth in Section 107.2 and 107.3 with a notice of violation under Section 302.4 but fails to comply with the terms of the notice of violation, then, the District of Columbia government may summarily abate the violating condition during the same growing season in which the notice of violation was issued without issuance of another notice.

## **304 EXTERIOR STRUCTURE**

*Insert new Section 304.2.1 in the Property Maintenance Code to read as follows:*

**304.2.1 Elimination of peeling, flaking and chipped paint; pre-1978 structures.** In *structures*, including *building* components, built before 1978, peeling, flaking and chipped paint covered by Section 304.2 shall be eliminated in accordance with the work practice standards for renovations set forth in regulations governing lead-based paint promulgated, or as may be promulgated, by the District's Department of the Environment (DDOE) or the federal Environmental Protection Agency, including, but not limited to, 40 CFR § 745.85 (7-1-12 edition) and in conformance with all pertinent lead abatement requirements in D.C. Official Code § 8-231.01 *et seq.* (2012 Repl. & 2013 Supp.), including all pertinent implementing regulations.

### **Exceptions:**

1. *Structures* and building components built in 1978 or later; or
2. Where all components containing deteriorated paint (as defined in 40 CFR § 745.63) have been tested in accordance with 40 CFR § 745.82(a) (7-1-12 edition) and are documented to be exempt from lead-safe work practice requirements.

*Strike Section 304.3 of the International Property Maintenance Code in its entirety and insert new Section 304.3 to the Property Maintenance Code in its place to read as follows.*

**304.3 Premises identification.** Each *premises*, including buildings and *structures*, to which a *street number* has been assigned shall have the number displayed in conformance with the requirements specified in 12 DCMR A Section 118. The *owner* of a *premises* shall obtain a *street number* assignment, as applicable, pursuant to Section 118, Addresses of Premises, of 12 DCMR A. The minimum size of a street number shall be 3 inches (76 mm) high and 1/2 inch (13 mm) wide and shall be in Arabic figures on a contrasting background.

### **304.3.1 Main entrance location.**

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**304.3.1.1** The assigned *street number* shall be located directly over or near the *main entrance* in a position easily observed and readable from the opposite side of a *public thoroughfare*.

**304.3.1.2** Multi-tenant buildings having separate exterior entrances with separate numbers shall post the assigned *street number* near each entrance in accordance with this section.

**304.3.1.3** In addition to posting the street number of the building or other structure in a position easily observed and readable from the opposite side of the *public thoroughfare* serving that entrance, the *owner* of a building or other structure located on a lot where the *main entrance* is not located at and fronting on a *public thoroughfare*, shall post the *street number* directly above or near the *main entrance*.

**304.3.24 Rear entrance location.** If the rear of a *premises*, to which a *street number* has been assigned, faces a street or *public thoroughfare* accessible to the public, the *owner* shall also place the *street number* of the *main entrance* in a position easily observed and readable from the *public thoroughfare* serving the rear of that *premises*.

**304.3.35 Construction Sites-location.** *Street numbers* shall be posted at construction sites in a position easily observed and readable from any *public thoroughfare* serving the construction site.

**304.3.46 Private Thoroughfare Streets.** The *owner* of a *private thoroughfare* shall provide standard street signs in compliance with Sections 118.14.1, 118.14.3 and 118.14.4 of 12 DCMR A. The *owner* of a building, *premises*, or *structure* located on a *private thoroughfare* shall comply with the *street number* display provisions of Section 304.3; provided, the *street number* need not be readable from a *public thoroughfare* if, under the circumstances, this requirement would be impracticable and the *approved street numbers* are placed in a position to be plainly legible and visible from the *private thoroughfare* fronting the property.

*Strike Section 304.7 of the International Property Maintenance Code in its entirety and insert new Section 304.7 to the Property Maintenance Code in its place to read as follows.*

**304.7 Roofs and drainage.** The roof and flashing shall be sound and tight and shall not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the *structure*. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

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**304.7.1 Storm drainage.** Storm water shall drain into a separate storm sewer system, or a combined sewer system, or to an *approved* place of disposal.

**304.7.2 Grading.** The yard or area at the *premises* shall be graded so that all storm drainage flows freely from all parts of the *premises* into an inlet or place of disposal that complies with Section 304.7.1, and so that the drainage shall flow away from any building on the *premises*.

**304.7.3 Water accumulation.** Yard spaces and other areas appurtenant to a residential building shall be graded to avoid the accumulation of water.

*Strike Section 304.11 in the International Property Maintenance Code in its entirety and insert new Section 304.11, to the Property Maintenance Code in its place to read as follows:*

**304.11 Chimneys and towers.** All chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe and sound and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

**304.11.1** Unused openings in chimneys shall be closed.

**304.11.2** All flue openings in chimneys shall be supplied with flue crocks, and metal or masonry thimbles.

*Strike Section 304.14 of the International Property Maintenance Code in its entirety and insert new Section 304.14 in its place to read as follows:*

**304.14 Insect screens.** During the period from March 15 to November 15 of each year, every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device in good working condition.

**Exception:** Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

*Strike Section 304.18.3 of the International Property Maintenance Code in its entirety and insert new Section 304.18.3 in its place to read as follows:*

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**304.18.3 Basement hatchways.** *Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry. Each basement hatchway shall be constructed and maintained to prevent the entrance of rodents, rain or surface drainage water into the dwelling unit, rooming unit or housekeeping unit.*

## **305 INTERIOR STRUCTURE**

*Strike Section 305.3 in the International Property Maintenance Code in its entirety and insert new Sections 305.3 and 305.3.1 in the Property Maintenance Code in its place to read as follows:*

**305.3 Interior surfaces.** All interior surfaces, including windows and doors, shall be maintained in good, clean, dry and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, holes, decayed wood, water damage and other defective surface conditions shall be corrected.

**305.3.1 Elimination of peeling, flaking and chipped paint; pre-1978 structures.** In structures, including *building* components, built before 1978, peeling, flaking and chipped paint covered by Section 305.3 shall be repaired, removed or covered in accordance with the work practice standards for renovations set forth in regulations governing lead-based paint promulgated, or as may be promulgated, by the District's Department of the Environment (DDOE) or the federal Environmental Protection Agency, including, but not limited to, 40 CFR § 745.85 (7-1-12 edition), and in conformance with all pertinent lead abatement requirements in D.C. Official Code § 8-231.01 *et seq.* (2012 Repl. & 2013 Supp.), including all pertinent implementing regulations.

### **Exceptions:**

1. *Structures and building components built in 1978 or later; or*
2. *Where all components containing deteriorated paint (as defined in 40 CFR §745.63) have been tested in accordance with 40 CFR § 745.82(a) (7-1-12 edition) and are documented to be exempt from lead-safe work practice requirements.*

*Strike Section 305.4 in the International Property Maintenance Code in its entirety and insert new Section 305.4 in the Property Maintenance Code in its place to read as follows:*

**305.4 Stairs and walking surfaces.** Every stair, ramp, landing, balcony, porch, deck or other

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walking surface shall be maintained in sound condition and good repair, and maintained free from hazardous conditions.

### **307 HANDRAILS AND GUARDRAILS**

*Strike Section 307.1 in the International Property Maintenance Code in its entirety and insert new Section 307.1 in the Property Maintenance Code in its place to read as follows:*

**307.1 General.** Every exterior and interior flight of stairs having more than three risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall not be less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

**Exception:** *Guards* shall not be required where exempted by the *Building Code*

### **308 RUBBISH AND GARBAGE**

*Strike Section 308.1 of the International Property Maintenance Code in its entirety and insert new Section 308.1 in the Property Maintenance Code in its place to read as follows:*

**308.1 Accumulation of rubbish or garbage.** All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage. The occupant of a *sleeping unit*, *dwelling unit*, multiple occupancy or a *rooming house* shall not permit the accumulation of rags, waste paper, broken furniture or any combustible junk in any portions of the *premises* under the occupant's control.

*Strike Section 308.2 in the International Property Maintenance Code in its entirety and insert new Section 308.2 in the Property Maintenance Code in its place to read as follows:*

**308.2 Disposal of rubbish.** Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

**308.2.1 Rubbish storage facilities.** The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*. The place of common storage or disposal for such containers shall be readily accessible to all occupants at all times through *common space*.

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**308.2.2 Refrigerators.** Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

**308.2.3 Housing business.** The *operator* of a *housing business* shall not permit the accumulation or rags, waste paper, broken furniture or any combustible junk in any portions of the premises under the *operator's* control.

*Strike Section 308.3 in the International Property Maintenance Code in its entirety and insert new Section 308.3 in the Property Maintenance Code in its place to read as follows:*

**308.3 Disposal of garbage.** Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

**308.3.1 Garbage facilities.** The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit* or an *approved* leakproof, covered, outside garbage container.

**308.3.2 Containers.** The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal. The place of common storage or disposal for such containers shall be readily accessible to all occupants at all times through *common space*.

*Insert new Section 308.4 in the Property Maintenance Code to read as follows:*

**308.4. Condition of storage receptacles.** Persons required by this Section 308 to provide and maintain storage receptacles shall keep them free of accumulated grease, filth, or insect breeding, and shall keep them in a clean condition.

*Strike Section 309 of the International Property Maintenance Code in its entirety and insert new Section 309 in the Property Maintenance Code in its place to read as follows:*

## **309 PEST ELIMINATION**

**309.1 Infestation.** All *structures* shall be kept free from insect and rodent *infestation*. The maintenance of all *structures* in a reasonably insect-free and rodent-free state shall be the responsibility of the *owner* and *occupant* or *tenant*. All *structures* in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After extermination, proper precautions shall be taken by the *owner* and *occupant* or *tenant* to prevent re-infestation.

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**309.2 Owner.** The *owner* of any *structure* shall be responsible for extermination within the *structure* prior to renting or leasing the *structure*.

**309.3 Single occupant.** The *occupant* of a one-family dwelling or of a single-tenant non-residential *structure* shall be responsible for extermination on the *premises*.

**309.4 Non-residential multiple occupancy.** The *owner* of a non-residential *structure* containing multiple *occupants* shall maintain the public or shared areas of the *structure* and *exterior property* free from insects, rodents and rodent harborages. It shall be the responsibility of each *occupant* to maintain the area occupied in a safe and sanitary condition so as to minimize the potential for *infestation* by insects or rodents.

**309.4.1 Infestation.** If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* shall be responsible for extermination; or, where the *infestation* is caused by defects in the *structure*, the *owner* shall be responsible for extermination.

**Exception:** A lease between *owner* and *occupant* may assign responsibility for extermination.

**309.5 Residential multiple occupancy.** The *owner* of a *structure* containing two or more *sleeping units* or *dwelling units*, a Group R occupancy (other than a single-family *dwelling*) or a *rooming house*, shall maintain the public or shared areas of the *structure* and *exterior property* free from insects, rodents and rodent harborages. In addition, the *owner* shall provide regular extermination services that may be utilized by the *occupant* of each dwelling upon reasonable request. Each *occupant* shall maintain the occupied areas in a safe and sanitary condition so as to minimize the potential for *infestation* by insects or rodents, promptly report any *infestation* to the *owner* and request and allow the extermination services provided by the *owner*.

**309.5.1 Multiple sleeping unit or dwelling unit infestation.** Where more than one *sleeping unit* or *dwelling unit* in a *structure* is infested with insects or rodents, the *owner* shall provide extermination services at the *owner's* expense.

**309.5.2 Single sleeping unit or dwelling unit infestation.** Where only one *sleeping unit* or *dwelling unit* is infested, and there is evidence that the *occupant* has not kept their *sleeping unit* or *dwelling unit* in a safe and sanitary condition, the *owner* may charge the *occupant* for the cost of the extermination services in that *sleeping unit* or *dwelling unit*.

**309.5.3 Owner responsibility.** Where the *owner* fails to provide regular extermination services that may be utilized by the *occupant* upon reasonable request, the *owner* shall pay for all extermination services as are required.

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## 310 CARBON MONOXIDE ALARMS

*Insert new Section 310 in the Property Maintenance Code to read as follows:*

**310.1. Carbon monoxide alarms.** Effective one year from the date that the 2013 edition of the *Construction Codes* is adopted pursuant to Section 122 of the *Building Code*, an *approved* carbon monoxide alarm shall be installed, in Group I and R occupancies and buildings regulated by the *Residential Code*, in the immediate vicinity of the *bedrooms* in *dwelling units* located in a building containing a fuel-burning appliance or a building which has an attached garage. Only one alarm shall be required outside each separate sleeping area or grouping of *bedrooms*. The carbon monoxide alarms shall be listed as complying with UL 2034 and be installed and maintained in accordance with NFPA 720 and the manufacturer's instructions. An *open parking garage*, as defined by Chapter 2 of the *Building Code*, or an enclosed parking garage ventilated in accordance with section 404 of the *Mechanical Code*, shall not be considered an attached garage.

**Exception:** A *sleeping unit* or *dwelling unit* which does not itself contain a fuel-burning appliance or have an attached garage, but which is located in a building with a fuel-burning appliance or an attached garage, need not be equipped with a carbon monoxide alarm provided that:

1. The *sleeping unit* or *dwelling unit* is located more than one story above or below any story which contains a fuel-burning appliance or attached garage;
2. The *sleeping unit* or *dwelling unit* is not connected by ductwork or ventilation shafts to any room containing a fuel-burning appliance or to an attached garage; and
3. The building is equipped with a common area carbon monoxide alarm system.

**310.1.1 Single station carbon monoxide alarms.** Single station carbon monoxide alarms shall be battery operated, or shall receive their primary power from the building wiring system. Plug-in devices securely fastened to the *structure* and installed in accordance with the manufacturer's installation instructions are deemed to satisfy this requirement. Hard wired and plug-in carbon monoxide alarms shall be equipped with battery back up.

**310.1.2 Combination smoke/carbon monoxide alarms.** Combination smoke/carbon monoxide alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Smoke alarm features of combination smoke/carbon monoxide alarms shall be interconnected.

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**310.2 Carbon monoxide detection systems.** Carbon monoxide detection systems, which include carbon monoxide detectors and audible notification appliances, installed and maintained in accordance with this section for carbon monoxide alarms and NFPA 720 shall be permitted. The carbon monoxide detectors shall be listed as complying with UL 2075.

**310.2.1 Housing business.** The *owner* or *operator* of a *housing business* shall replace or repair the carbon monoxide detectors within 15 days of receipt of written notification by an *occupant* or *tenant* that replacement or repairs are needed. The *owner* or *operator* shall ensure that a carbon monoxide detector is operable and in good repair at the beginning of each tenancy.

**310.3 Where required in existing dwellings.** Where work requiring a permit occurs in an existing *dwelling unit*, carbon monoxide alarms shall be provided in the *dwelling unit* in accordance with Section 908.7 of the *Building Code* for new construction.

**Exception:** Work involving the exterior surfaces of a *building* or *structure*, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, are exempt from the requirements of Section 310.

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## CHAPTER 4 LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

- 401 General
- 402 Light
- 403 Ventilation
- 404 Occupancy Limits

### 401 GENERAL

*Strike Section 401.3 in the International Property Maintenance Code in its entirety and insert new Sections 401.3 and 401.4 in the Property Maintenance Code in its place to read as follows:*

**401.3. Window obstruction where natural light or natural ventilation is required.** Exterior glazed openings shall open directly onto a *public way* or onto a *yard* or *court* in accordance with the provisions in effect when the building was approved for occupancy. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above the sill of the window, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room. A reasonable number of trees or shrubs shall not violate this section.

**401.4 Habitable spaces.** *Habitable spaces* are permitted below grade plane, provided they meet the requirements of this code.

### 402 LIGHT

#### 402.1 Habitable Space.

*Strike Section 402.1 of the International Property Maintenance Code in its entirety and insert new Section 402.1 in its place in the Property Maintenance Code to read as follows:*

**402.1 General.** Every space intended for human occupancy shall be provided with natural light by means of exterior glazed openings in accordance with Section 1205.2 of the *Building Code* or shall be provided with artificial light in accordance with Section 1205.3 of the *Building Code*.

**Exception:** Artificial light shall not be used to meet the lighting requirements for bedrooms, living rooms and *sleeping units*.

**402.1.1 Natural light.** Where natural light is required, the minimum net glazed area shall be not less than 8 percent of the floor area of the room or rooms served. At least 50

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percent of required glazing shall be clear glass; it is permissible for the remainder of the required glazing to be obscure glass, glass block or other *approved* translucent material.

**402.1.1.1 Adjoining spaces.** For the purpose of natural lighting, any room is permitted to be considered as a portion of an adjoining room where one-half of the area of the common wall is open and unobstructed and provides an opening of not less than one-tenth of the floor area of the interior room or 25 square feet (2.32 m<sup>2</sup>), whichever is greater.

1. It is permissible for glazing to fill a portion or all of the required opening between adjoining spaces.
2. It is permissible to install doors in openings between adjoining spaces. However, opaque portions of doors shall not contribute to meeting the minimum opening requirement of not less than one-tenth of the floor area of the interior room or 25 square feet (2.32 m<sup>2</sup>), whichever is greater.

**Exception:** Openings required for natural light shall be permitted to open into a sunroom with *thermal isolation* or a patio cover where the common wall provides a glazed area of not less than one-tenth of the floor area of the interior room or 20 square feet (1.86 m<sup>2</sup>), whichever is greater.

**402.1.1.2 Exterior openings.** Exterior openings required by Section 402.1 for natural light shall open directly onto a *public way, yard or court*, as set forth in Section 401.3.

**Exceptions:**

1. Required exterior openings are permitted to open into a roofed porch where the porch:
  - 1.1. Abuts a *public way, yard or court*;
  - 1.2. Has a ceiling height of not less than 7 feet (2134 mm); and
  - 1.3. Has a longer side at least 65 percent open and unobstructed.
2. Skylights are not required to open directly onto a *public way, yard or court*.

*Strike Section 402.1.2 in the International Property Maintenance Code in its entirety and insert new Section 402.1.2 in the Property Maintenance Code in its place to read as follows:*

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**402.1.2 Artificial light.** Artificial light shall be provided that is adequate to provide an average illumination of 10 footcandles (107 lux) over the area of the room at a height of 30 inches (762 mm) above the floor level.

*Strike Section 402.2 of the International Property Maintenance Code in its entirety and insert new Section 402.2 in the Property Maintenance Code in its place to read as follows:*

**402.2 Common space and stairways.** Every *common space* and stairway in residential occupancies, other than in one-family dwellings, shall be lighted at all times with a minimum of 15 footcandles (164 lux) at floor level. Means of egress serving more than two *dwelling units*, including exterior means of egress, shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

### **402.3 Other spaces.**

*Insert new subsection 402.3.1 to Section 402.3 of the Property Maintenance Code to read as follows:*

**402.3.1 Bathrooms.** Each *bathroom, toilet room* or compartment, and other similar rooms shall be naturally or artificially lighted at least equivalent to the requirements of Section 402. Naturally lighted *bathrooms, toilet rooms* or compartments, and other similar rooms shall be provided with aggregate glazing area of not less than 3 square feet (0.3 m<sup>2</sup>).

## **403 VENTILATION**

*Strike Section 403.1 of the International Property Maintenance Code in its entirety and insert new Section 403.1 in its place in the Property Maintenance Code to read as follows:*

**403.1 General.** Every space intended for human occupancy shall be provided with natural ventilation in accordance with Section 1203.4 of the *Building Code*, or mechanical ventilation in accordance with the *Mechanical Code*. Each new *dwelling unit* shall be ventilated by mechanical means in accordance with Section 403 of the *Mechanical Code* and shall have at least one opening to the outdoors for natural ventilation of not less than 4 percent of the floor area of the habitable spaces of the *dwelling unit*.

## **404 OCCUPANCY LIMITS**

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*Strike Section 404.1 in the International Property Maintenance Code in its entirety and insert new Section 404.1 in the Property Maintenance Code in its place to read as follows:*

**404.1 Privacy.** *Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces, and shall be arranged so that occupants can access common space without going through another unit.*

*Insert new Subsection 404.4.1.1 to Section 404.4.1 of the Property Maintenance Code to read as follows:*

**404.4.1.1 Special provisions for existing high-density transient uses.** Where a hotel or motel has a valid certificate of occupancy as of January 1, 2014, and the hotel or motel uses any sleeping room for the accommodation of a greater number of occupants than is authorized by Sections 404.4.1 and 404.5, the increased density of occupancy (referred to as “high density occupancy” or “high density use”) shall be permitted only if there is compliance with the following conditions:

1. Each occupant of a high density use room shall be a transient;
2. The maximum number of occupants accommodated on any single floor of the hotel or motel shall not exceed one person for each 50 square feet (4.6 m<sup>2</sup>) the total habitable room area in all of the *rooming units* located on that floor;
3. High density occupancy rooms shall be provided with daily maid service which shall include at least one thorough cleaning of the room each day it is occupied;
4. Each high density occupancy room shall be given a daily airing, unless the room is mechanically ventilated;
5. The beds in each high density occupancy room shall be arranged so that the head end of each bed is at least 3 feet distant from the head end of any other bed;
6. A high density use room shall be located in a hotel or a motel protected by a supervised watchman service comprised of such number of employees, with such number of watchmen’s clock stations, and with inspection tours following such routes, as may be approved by the Fire Marshal; and
7. Each floor and stairway in a high density use hotel or a motel shall be inspected by the employees of the supervised watchman service at least

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once every 30 minutes during the period beginning at midnight and ending at 7:00 a.m. the following morning.

*Strike Section 404.4.3 in the International Property Maintenance Code in its entirety and insert new Section 404.4.3 in the Property Maintenance Code in its place to read as follows:*

**404.4.3 Water closet accessibility.** Every *bedroom* shall have access to at least one water closet and one lavatory without passing through another *bedroom*, or a non-residential space. Every *bedroom* in a *dwelling unit* shall have access to at least one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

*Insert new Section 404.4.6 in the Property Maintenance Code to read as follows:*

**404.4.6** No room shall be divided in any manner into space intended for living, sleeping, eating or cooking purposes by an installed partition or divider of any type above four feet (1219 mm) in height, unless each such subdivided part complies with the requirements for a *habitable* space.

**Exception:** The enclosure of cabinet-type kitchenettes by doors or other closing devices, where those kitchenettes are too small to be occupied when the doors or other closing devices are closed in a normal manner, shall not be deemed to subdivide the room.

#### **404.7 Food preparation.**

*Insert new Subsection 404.7.1 to Section 404.7 of the Property Maintenance Code to read as follows:*

**404.7.1 Facilities provided by an owner.** If an *owner* furnishes any facilities for cooking, storage or refrigeration of food that are not within a *sleeping unit* or *dwelling unit*, these facilities shall be maintained by the *owner* in a safe and sanitary condition and in good working order.

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## CHAPTER 5 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

- 503 Toilet Rooms
- 505 Water System

### 503 TOILET ROOMS

*Strike Section 503.4 of the International Property Maintenance Code in its entirety and insert new Section 503.4 in the Property Maintenance Code in its place to read as follows:*

**503.4 Floor surface.** In other than *dwelling units*, every *toilet room* floor and every wall base in a *toilet room* shall be a smooth, hard, nonabsorbent surface that permits such floor to be easily kept in a clean and sanitary condition. The wall base shall be at least 3 inches (76.20 mm) in height.

### 505 WATER SYSTEM

#### 505.4 Water heating facilities.

*Insert new Subsection 505.4.1 in the Property Maintenance Code to read as follows:*

**505.4.1 Inspection.** The owner or operator of a *housing business*, with one or more *dwelling units* occupied by a *tenant* or *tenants* served by a water heating facility, shall cause the water heating facility, including the flues, vents and dampers for escape of carbon monoxide gas, to be inspected by a qualified person annually. A copy of all inspection and service reports shall be available on site.

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## CHAPTER 6 MECHANICAL AND ELECTRICAL REQUIREMENTS

602	Heating Facilities
603	Mechanical Equipment
604	Electrical Facilities
605	Electrical Equipment
606	Elevators and Conveying Systems
608	Air Conditioning

### 602 HEATING FACILITIES

*Strike Section 602.3 of the International Property Maintenance Code in its entirety and insert new Section 602.3 in the Property Maintenance Code in its place to read as follows:*

**602.3 Heat supply.** Every owner and operator of any building who rents, leases or lets one or more *dwelling units*, or *rooming units*, dormitory or guestrooms on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during a period starting no later than October 1 and ending no earlier than May 1 to maintain a temperature of not less than 68 °F (20 °C) in all habitable rooms, *bathrooms* and *toilet rooms*.

#### **Exceptions:**

1. When the outdoor temperature is below the winter outdoor design temperature for the District, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full capacity. The winter outdoor design temperature for the District of Columbia is 17°F (-8.33°C).
2. Heat in a building with a two-pipe system, or any other system reasonably requiring more than 15 days to transition from air-conditioning to heat, shall be supplied during a period starting no later than October 15 and ending no earlier than May 1 to maintain a temperature of not less than 68 °F (20 °C) in all habitable rooms, *bathrooms* and *toilet rooms*.

*Strike Section 602.4 of the International Property Maintenance Code in its entirety and insert new Section 602.4 in the Property Maintenance Code in its place to read as follows (maintain Exceptions to this Section):*

**602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with sufficient heat during the period from October 15 to May 15 to maintain a minimum temperature of 65 °F (18 °C) during the hours the spaces are occupied.

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**Exceptions:**

1. Processing, storage and operation areas that require cooling or specific temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

*Insert new Section 602.6 in the Property Maintenance Code to read as follows:*

**602.6 Inspection of heating facilities by qualified persons.** The *owner* of a multiple dwelling, containing two or more units served by a heating facility, shall cause the heating facility to be inspected by a qualified person annually. A copy of all inspection and service reports shall be available for public inspection on site in the office of the building *operator*.

**Exception:** If the building operator does not have an on site office, the reports shall be made available for inspection:

1. By posting the reports in an on site location accessible to all building residents; or
2. By mailing or delivering a copy of the reports to each unit; or
3. By mailing or delivering a notice to each unit identifying a location within the District of Columbia where the reports are available for public inspection during normal business hours.

## **603 MECHANICAL EQUIPMENT**

### **603.1 Mechanical appliances.**

*Insert new Subsection 603.1.1 to Section 603.1 of the Property Maintenance Code to read as follows:*

**603.1.1 Prohibited Locations.** Gas meters and fuel-fired appliances and equipment shall not be located in sleeping rooms, *bathrooms*, *toilet rooms*, storage closets, or surgical rooms, or in a space that opens only into such rooms or spaces, except where the installation complies with one of the following:

1. The appliance is a direct-vent appliance installed in accordance with the conditions of the listing and the manufacturer's instructions.
2. Vented room heaters, wall furnaces, vented decorative appliances, vented gas fireplaces, vented gas fireplace heaters and decorative appliances for installation

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in vented solid fuel-burning fireplaces are installed in rooms that meet the required volume criteria of the *Fuel Gas Code* Section 304.5.

3. A single wall-mounted unvented room heater is installed in a bathroom and such unvented room heater is equipped as specified in the *Fuel Gas Code* Section 621.6 and has an input rating not greater than 6,000 Btu/h (1.76 kW). The bathroom shall meet the required volume criteria of the *Fuel Gas Code* Section 304.5.
4. A single wall-mounted unvented room heater is installed in a bedroom and such unvented room heater is equipped as specified in the *Fuel Gas Code* Section 621.6 and has an input rating not greater than 10,000 Btu/h (2.93 kW). The bedroom shall meet the required volume criteria of the *Fuel Gas Code* Section 304.5.
5. The appliance is installed in a room or space that opens only into a bedroom or bathroom, and such room or space is used for no other purpose and is provided with a solid weather-stripped door equipped with an approved self-closing device. All combustion air shall be taken directly from the outdoors in accordance with the *Fuel Gas Code* Section 304.6.

## **604 ELECTRICAL FACILITIES**

*Strike Section 604.2 of the International Property Maintenance Code in its entirety and insert new Section 604.2 in the Property Maintenance Code in its place to read as follows:*

**604.2 Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

**Exception:** For installations consisting of not more than two 2-wire branch circuits, service disconnecting means shall have a rating of not less than 30 amperes.

## **605 ELECTRICAL EQUIPMENT**

*Insert new Section 605.4 in the Property Maintenance Code to read as follows:*

**605.4 Switchboards of 1000 amperes or larger.** Preventative maintenance shall be performed on switchboards having a capacity of 1000 amperes or larger as required by Article 408.23 of the *Electrical Code*, as amended.

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*Strike Section 606 of the International Property Maintenance Code in its entirety and insert new Section 606 in the Property Maintenance Code in its place to read as follows:*

## **606 ELEVATORS AND CONVEYING SYSTEMS**

**606.1 General.** No elevator or conveying system, including, but not limited to, escalators, dumbwaiters, wheelchair lifts, cartveyors, manlifts and moving walks, shall be operated without a valid certificate of inspection issued by the *code official*.

### **Exceptions:**

1. Where the *code official* authorizes limited approval of use in accordance with the provisions of Section 606.2, or Section 3010.2 of the *Building Code*.
2. Elevators and conveying systems covered by the *Residential Code* where the equipment is serving one *dwelling unit*.
3. In Groups R-2 and R-3 occupancies where the equipment is serving one *dwelling unit*.

**606.2 Content of certificate of inspection; posting.** The certificate of inspection shall contain the following information:

1. The address of the structure;
2. The name and address of the owner;
3. A description of the vertical transportation equipment (e.g., escalator, elevator, dumbwaiter, wheelchair lift, moving walk or conveyor);
4. The rated load and speed;
5. A statement that the described equipment has been inspected for compliance with the requirements of the *Construction Codes*;
6. The name of the *code official*; and
7. Any special stipulations and conditions of the permit under which the equipment was installed, relocated or altered.

**606.2.1 Posting of certificate.** A copy of the most current certificate of inspection shall be conspicuously displayed at all times within the elevator car or attached to the

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conveying system unless display of certificates is exempted pursuant to Section 606.4. If the building operator maintains an office in the same building, the certificate of inspection may be made available for public inspection in the office instead of being on display within the elevator.

**606.3 Maintenance, testing, inspections.** Periodic tests and inspections shall be made by the *code official*, or by an *approved* Third Party Inspection Agency, and shall be made at the expense and responsibility of the *owner*. Except as otherwise provided for in this code, the maintenance, inspection and testing of all elevators and conveying systems and their components, including the frequency of inspections and testing, shall conform to:

**606.3.1 Elevators, escalators and other conveyances listed in ASME A17.1, Appendix N.** Inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the *code official*.

**Exception:** Units in residential use serving one family *dwelling unit*.

**606.3.2 Platform lifts and stairway chair lifts.** Inspections and testing of platform lifts and stairway chair lifts shall be performed for all units as stated in ASME A18.1, Safety Standard for Platform Lifts and Stairway Chairlifts.

**Exception:** Units in residential use serving one family *dwelling unit*.

**606.3.3 Manlifts.** Inspections and testing of manlifts shall be performed for all units as stated in ASME A90.1, Safety Standard for Manlifts.

**606.3.4 Conveyors and related equipment.** Inspections and testing of conveyors and related equipment shall be performed as stated in ASME B20.1, Safety Standard for Conveyors and Related Equipment.

**606.3.4.1 Cartveyors.** Cartveyors shall be maintained as per original equipment manufacturer's recommendations. Inspection and testing shall be at the same frequency as escalators as stated in ASME A17.1, Appendix N.

**606.4 Reports and certificates.** Where inspections and tests are not made by the *code official*, the *approved* agency shall submit a report of the inspections and tests to the *code official* on *approved* forms not more than 30 days after completion of the inspection and tests. Upon receipt of satisfactory inspection and test reports, the *code official* shall authorize the issuance of a certificate of inspection, or a renewal certificate as provided in Section 3010.9, for each unit of equipment.

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**Exceptions:** The submission of test reports to the *code official* and the issuance of certificates and display of certificates is not required:

1. In Group R-2 and R-3 occupancies where the equipment is serving one *dwelling unit*.
2. In buildings under the jurisdiction of the *Residential Code* where the equipment is serving one *dwelling unit*.

**606.5 Out of service; temporarily dormant.** A permit from the *Department* shall be required: (a) to take an elevator or conveying system out of service pursuant to ASME A17.1, Section 8.11.1.4; or (b) to place an elevator or conveying system in temporarily dormant status as set forth in Section 606.5.1.

**606.5.1 Temporarily dormant.** An elevator or conveying system shall be temporarily dormant where removed from its normal class of service for an extended period of time (not to exceed five years) by an owner's decision and not due to maintenance or repair. During this period of time, the equipment shall be secured for the benefit of public safety in accordance with the following requirements:

1. The power supply shall be disconnected by removing fuses and placing a padlock on the mainline disconnect switch in the "OFF" position. This padlock shall not be removed without permission from the *code official*.
2. The unit shall be parked and the hoistway/runway doors securely bolted from opening in any plane. The means of securing the doors shall be exclusive of the interlocks.
3. A wire seal shall be installed on the mainline disconnect switch by an elevator inspector accredited by a national certifying agency and *approved* by the *code official* which wire seal shall not be removed without permission from the *code official*.
4. The equipment shall not be used again until it has been put in safe running order and passed an acceptance test, congruent with the installation date or the Code Data Tag posted on the equipment, as provided in ASME 17.1, Section 8.10, and the *owner* has obtained a valid certificate of inspection from the *code official*.
5. Annual inspections shall continue for the duration of the period that the elevator is temporarily dormant, and the inspector shall file an annual report with the *code official* to confirm that the requirements set forth in this section are met.

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**606.6 Equipment in operation.** In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

**Exception:** Buildings equipped with only one elevator or conveying system shall be permitted to have the elevator or conveying system temporarily out of service for testing, maintenance and/or repair.

**606.7 Renewal of certificates.** The certificate of inspection, for each elevator and conveying system, must be renewed every 24 months, or at an alternate interval specified by the *code official*, as long as the unit is in service. Renewal of the certificate of inspection will be granted upon satisfactory demonstration to the *code official* that the unit of equipment has met all of the inspections and testing required by the *Construction Codes* and referenced standards.

**606.8 Unsafe equipment.** When, in the opinion of the *code official*, an elevator or conveying system or its components are unsafe or unlawful, the *code official* is authorized and empowered to place the unit out of service, and to prohibit the operation of the equipment until the unsafe or unlawful condition is corrected pursuant to the procedures set forth in Section 108. When, in the opinion of the *code official*, there is imminent danger due to an unsafe condition, the *code official* is authorized to place the equipment out of service and to take other emergency measures, without notice to the owner, pursuant to Section 109. Whenever the *code official* places an elevator or conveying system out of service, a placard or notice bearing the words “Unsafe to Use” shall be posted on the equipment and the *code official* may also attach a lead seal to prevent the equipment from being operated.

**606.8.1 Notification of code official by third party inspection agency.** When an *approved* Third Party Inspection Agency inspector observes or identifies unsafe, unlawful or imminently dangerous condition(s) causing an elevator to be removed from service, the inspector shall notify the *code official* immediately. Where emergency measures are required, the Third Party Inspector is authorized to place on the unit adjudged to be unsafe or unlawful an “Unsafe to Use” placard; provided, that the *code official* is notified immediately of the Third Party Inspector’s action, pursuant to the notification procedures established by the *code official*.

**606.8.2. Placard removal.** The *code official* shall remove the “Unsafe to Use” notice whenever the defect or defects upon which a ~~the~~ closure action was based have been eliminated. Any person who defaces or removes an “Unsafe to Use” notice or lead seal without the approval of the *code official*, or operates placarded equipment, shall be subject to the penalties provided by this code. An *approved* Third Party Inspector is permitted to remove an “Unsafe to Use Notice” issued by that inspector, after abatement of the unsafe or unlawful condition and appropriate reinspection of the conveyance.

**Exception:** Placarded equipment may be operated only as necessary to effectuate

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repairs.

**606.8.3 Abatement methods.** The *owner* of the equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, replacement or other *approved* corrective action.

*Insert new Section 606.9 in the Property Maintenance Code to read as follows:*

**606.9 Required Elevator Signage.** A permanent sign of durable material, with lettering no smaller than one quarter inch (6 mm) high shall be placed in all elevators cars, with the following wording:

**ALL ACCIDENTS ON OR DAMAGE TO ELEVATORS ARE TO BE  
REPORTED TO THE DEPARTMENT OF CONSUMER AND  
REGULATORY AFFAIRS 202 442-4400; OR AFTER WORKING HOURS  
BY CALLING 311.**

*Insert new Section 608 in the Property Maintenance Code to read as follows:*

## **608 AIR CONDITIONING**

**608.1 General.** The *owner* or *operator* of a *housing business*, who provides air conditioning as a service either through individual air conditioning units or a central air conditioning system, shall maintain each such air conditioning unit or system in safe and good working condition so that it is capable of providing, during a period starting no later than May 15 and ending no earlier than September 15, an inside temperature, in the rooms it is intended to serve, equal to the greater of: (a) 78 °F (26 °C); or (b) at least 15 °F (9 °C) less than the outside temperature.

**Exception:** The air conditioning system in a building with a two-pipe system, or any other system reasonably requiring more than 15 days to transition from heat to air conditioning, shall be maintained in safe and good working condition so that it is capable of providing, during the period starting no later than June 1 and ending no earlier than September 15, an inside temperature, in the rooms it is intended to serve, equal to the greater of: (a) 78 °F (26 °C); or (b) at least 15 °F (8 °C) less than the outside temperature.

**608.2 Inspection of air conditioning equipment by qualified persons.** The *owner* of a *structure* containing two or more units served by central or shared air conditioning equipment, or wall-mounted air conditioning units (not including window air conditioning units), shall cause the air conditioning equipment to be inspected by a *qualified person* annually. A copy of current inspection and service reports shall be available for public inspection on site in the office of the building *operator*.

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**Exception:** If the building operator does not have an on-site office, the reports shall be made available for inspection:

1. By posting the reports in an on site location accessible to all building residents; or
2. By mailing or delivering a copy of the reports to each unit; or
3. By mailing or delivering a notice to each unit identifying a location within the District of Columbia where the reports are available for public inspection during normal business hours.

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## CHAPTER 7 FIRE SAFETY REQUIREMENTS

- 701 General
- 702 Means of Egress
- 704 Fire Protection Systems

### 701 GENERAL

*Insert new Section 701.3 in the Property Maintenance Code to read as follows:*

**701.3 Hazardous and combustible materials.** Combustible, flammable, explosive or other hazardous materials, such as paint, volatile oils and cleaning fluids, or combustible *rubbish*, such as wastepaper, boxes and rags, shall not be accumulated or stored unless such storage complies with the applicable requirements of the *Building Code* and the *Fire Code*.

### 702 MEANS OF EGRESS

*Strike Section 702.4 of the International Property Maintenance Code in its entirety and insert new Section 702.4 in the Property Maintenance Code in its place to read as follows:*

**702.4 Emergency escape openings.** Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and shall conform with the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening. It shall be the duty of the *owner* to keep fire escapes, stairways, and other egress facilities in a good state of repair, painted and free from obstruction.

*Insert new Sections 702.5, 702.6 and 702.7 to the Property Maintenance Code to read to as follows:*

**702.5 Arrangements.** Exits from *dwelling units*, *rooming units* and *sleeping units*, including guestrooms and dormitory units, shall not lead through other such units, or through *toilet rooms* or *bathrooms*.

**702.6 Exit signs.** All means of egress shall be indicated with approved “Exit” signs where required by the *Building Code*. All “Exit” signs shall be maintained visible, and all illuminated “Exit” signs shall be illuminated at all times that the building is occupied.

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**702.7 Stair identification.** The interior and exterior of all stairway doors shall be provided with signage as required by Section 1022.9 of the *Building Code*.

## **704 FIRE PROTECTION SYSTEMS**

### **704.1. General.**

*Insert new Subsection 704.1.2 in the Property Maintenance Code to read as follows:*

**704.1.2 Fire extinguishers.** All portable fire extinguishers required by a prior or current *Building Code* or *Fire Code* shall be visible, readily accessible and maintained in an efficient and safe operating condition. Extinguishers shall be of an *approved* type. Fire extinguishers shall be maintained in accordance with NFPA 10 as referenced in the *Fire Code*.

*Strike Section 704.2 of the International Property Maintenance Code in its entirety and insert new Sections 704.2 and 704.2.1 in the Property Maintenance Code in its place to read as follows:*

**704.2 Smoke alarms.** Single- or multiple-station smoke alarms shall be installed and maintained in Group R or I-1 occupancies, regardless of *occupant* load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* and cellars but not including crawl spaces and uninhabitable attics. In dwellings or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the *Fire Code*.

**704.2.1 Existing occupancies.** Existing Group I-1 and R occupancies shall have a 36 month period, commencing on the date of adoption of the 2013 edition of the *D.C. Construction Codes* in accordance with Section 122 of the *Building Code*, to install smoke alarms that comply with the requirements of Section 704.2.

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*Insert new Section 704.5 in the International Property Maintenance Code to read as follows:*

**704.5 Fire alarm systems.** Fire alarm systems shall be continuously maintained in accordance with applicable NFPA requirements or as otherwise directed by the *code official*.

**704.5.1 Manual fire alarm boxes.** All manual fire alarm boxes shall be operational and unobstructed.

**704.5.2 Fire alarm signage.** Where fire alarm systems are not monitored by a supervising station, an approved permanent sign shall be installed adjacent to each manual fire alarm box that reads: “**WHEN ALARM SOUNDS CALL FIRE DEPARTMENT**”.

**Exception:** When the manufacturer has permanently provided this information on the manual fire alarm box.

**704.5.3 Fire alarm notice.** In accordance with the requirements of the Fire Alarm Notice and Tenant Fire Safety Amendment Act of 2009, effective March 11, 2010 (D.C. Law 18-116; D.C. Official Code § 6-751.11 (2012 Repl.), the *owner* of a *building* containing four or more *dwelling units*, *rooming units* or *sleeping units* shall post in conspicuous places in the *common space* of the *building*, and distribute to each *tenant* or *unit owner*, a written notice that provides information about fire alarm systems in the *building*. The notice shall be on a form developed and published by the *code official* in English and in the languages required under section 4 of the Language Access Act of 2004, effective June 19, 2004 (D.C. Law 15-167; D.C. Official Code § 2-1933 (2012 Repl.).

*Insert new Section 704.6 in the Property Maintenance Code to read as follows:*

**704.6 High rise buildings.** The *owner* of a *high-rise building* shall:

1. Prepare and maintain a fire safety and evacuation plan for the building; and
2. Conduct fire drills at least once every year.

The *District of Columbia Property Maintenance Code* (2013), referred to as the “*Property Maintenance Code*,” consists of the 2012 edition of the *International Property Maintenance Code*, published by the International Code Council (ICC), as amended by the *District of Columbia Property Maintenance Code Supplement* (2013) (12 DCMR G). The *International Property Maintenance Code* is copyrighted by the ICC and therefore is not republished here. However, a copy of the text may be obtained at: <http://publicecodes.cyberregs.com/icod/ipmc/2012/index.htm?bu=IC-P-2012-000006&bu2=IC-P-2012-000019>.

## CHAPTER 8 REFERENCED STANDARDS

*Strike the ASME referenced standard in Chapter 8 of the International Property Maintenance Code in its entirety and insert the following new ASME referenced standards in its place to read as follows:*

---

### ASME

American Society of Mechanical Engineers  
Three Park Avenue  
New York, NY 10016-5990

---

Standard Reference Number	Title	Referenced in code section number
A17.1 /CSA B44- 2010	Safety Code for Elevators and Escalators	606.2.1, 606.2.4.1
A18.1-2008	Safety Standard for Platform Lifts and Stairway Chairlifts	606.2.2
A90.1-2009	Safety Standard for Manlifts	606.2.3
B20.1-2009	Safety Standard for Conveyors and Related Equipment	606.2.4

---

*Insert a new NFPA referenced standard in Chapter 8 of the Property Maintenance Code to read as follows:*

---

### NFPA

National Fire Protection Association  
1 Batterymarch Park  
Quincy, MA 02169

---

Standard Reference Number	Title	Referenced in code section number
720-05	Standard for the Installation of Carbon Monoxide (CO) Warning Equipment in Dwelling Units	310

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The *District of Columbia Property Maintenance Code* (2013), referred to as the “*Property Maintenance Code*,” consists of the 2012 edition of the *International Property Maintenance Code*, published by the International Code Council (ICC), as amended by the *District of Columbia Property Maintenance Code Supplement* (2013) (12 DCMR G). The *International Property Maintenance Code* is copyrighted by the ICC and therefore is not republished here. However, a copy of the text may be obtained at: <http://publicecodes.cyberregs.com/icod/ipmc/2012/index.htm?bu=IC-P-2012-000006&bu2=IC-P-2012-000019>.



*Insert a new UL referenced standard in Chapter 8 of the Property Maintenance Code to read as follows:*

---

UL			Underwriters Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062
Standard Reference Number	Title	Referenced in code section number	
2304-08	Single and Multiple-station Carbon Monoxide Alarms	310	

---

The *District of Columbia Property Maintenance Code* (2013), referred to as the “*Property Maintenance Code*,” consists of the 2012 edition of the *International Property Maintenance Code*, published by the International Code Council (ICC), as amended by the *District of Columbia Property Maintenance Code Supplement* (2013) (12 DCMR G). The *International Property Maintenance Code* is copyrighted by the ICC and therefore is not republished here. However, a copy of the text may be obtained at: <http://publicecodes.cyberregs.com/icod/ipmc/2012/index.htm?bu=IC-P-2012-000006&bu2=IC-P-2012-000019>.



616 H Street, NW · Suite 300  
Washington, DC 20001  
T 202.467.4900 · F 202.467.4949  
[www.childrenslawcenter.org](http://www.childrenslawcenter.org)

Title 14, aka the Housing Code, can be found here:

<http://www.dcregs.dc.gov/gateway/TitleHome.aspx?TitleNumber=14>

**\*\*Note:** The intention of DC Government is to eventually eliminate Title 14 and rely only on the Property Maintenance Code. However, as of April of 2016, both are in effect.

Link to unified International Property Maintenance Code and Housing Code:

[http://www.ecodes.biz/ecodes\\_support/Free\\_Resources/2013DistrictofColumbia/13PropertyMaint/13DCPropMaint\\_main.html](http://www.ecodes.biz/ecodes_support/Free_Resources/2013DistrictofColumbia/13PropertyMaint/13DCPropMaint_main.html)

[https://os.dc.gov/sites/default/files/dc/sites/os/publication/attachments/OS\\_DCMR\\_12G\\_Property\\_Maintenance\\_Code\\_Supplement.pdf](https://os.dc.gov/sites/default/files/dc/sites/os/publication/attachments/OS_DCMR_12G_Property_Maintenance_Code_Supplement.pdf)

Title 8, Chapter 2A. Paint Hazards and Paint Stewardship, can be found here:

<https://beta.code.dccouncil.us/dc/council/code/titles/8/chapters/2A/>

Title 20, Section 33: Regulation of Lead-Based Paint Activities, can be found here:

<http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=20-33>

AN ACT

D.C. ACT 20-365

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

JUNE 23, 2014

To amend the District of Columbia Air Pollution Control Act of 1984 to modify and clarify the authority of the Mayor to establish a comprehensive program for the control and prevention of air pollution in the District of Columbia, to establish an indoor air hazard education program, to provide the Mayor with inspection authority and a right of entry to safeguard and preserve air quality in the District, to require the Mayor to establish an electronic procedure for receiving and responding to air quality complaints, to provide for civil, criminal, administrative and other enforcement of the act, to provide a penalty for false statements, and to provide a right to an administrative appeal of certain actions; to require disclosure of information related to the operation of demand response generating sources to the District Department of the Environment, to prohibit demand response generating sources from being permitted as emergency generators, to require that demand response generating sources implement, at a minimum, best available control technology; to amend the Rental Housing Act of 1985 to require a residential property owner to disclose indoor mold contamination to a tenant; to provide definitions for indoor mold, professional indoor mold assessment, and professional indoor mold remediation, to require the District Department of the Environment to set a threshold of indoor mold beyond which professional remediation is required, to require the District Department of the Environment to issue standards and certifications for indoor mold assessment and remediation, to require a residential property owner to remediate indoor mold, to provide that in a cause of action by a tenant against a residential property owner for a violation of the District Housing or Property Maintenance Codes (“Codes”), an indoor mold assessment finding a threshold level of indoor mold shall create a rebuttable presumption of a violation of the property owner’s obligation to maintain the property under the Codes, to establish the Indoor Mold Assessment and Remediation Fund; and to repeal a section of the District of Columbia Air Pollution Control Act of 1984.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the “Air Quality Amendment Act of 2014”.

TITLE I. AIR POLLUTION CONTROL PROGRAM.

Sec. 101. The District of Columbia Air Pollution Control Act of 1984, effective March 15, 1985 (D.C. Law 5-165; D.C. Official Code § 8-101.01 *et seq.*), is amended as follows:

(a) Section 5 (D.C. Official Code § 8-101.05) is amended to read as follows:

“Sec. 5. Comprehensive air pollution control program.

“(a) The Mayor shall develop a comprehensive program for the control and prevention of air pollution in the District that provides for the administration and enforcement of the requirements of this act and the regulations promulgated pursuant to this act.

“(b)(1) The Mayor, in the administration of the comprehensive program for the control and prevention of outdoor air pollution, may exercise the following powers to safeguard and preserve air quality in the District:

“(A) Conduct research, monitoring, modeling, investigations, experiments, training demonstrations, surveys, and studies, relating to the causes, effects, extent, prevention, and control of air pollution in the District;

“(B) Collect and distribute, through publication, educational and training programs, and other means, the results of, and other information pertaining to, the activities carried out under subparagraph (A) of this paragraph;

“(C) Advise, consult, cooperate, and enter into agreements with the governments and agencies of any state or political subdivision and any interstate or other regional organization representing these states or political subdivisions to:

“(i) Establish cooperative effort and mutual assistance agreements or programs for the prevention and control of air pollution and the enforcement of their respective air pollution laws; and

“(ii) Establish or participate in any organization as may be necessary to carry out these agreements;

“(D) Adopt air pollution control standards, require and issue permits, and establish any other program necessary to regulate sources of air pollution emissions in the District;

“(E) Adopt ambient air quality standards;

“(F) Adopt standards governing emission of nuisance air pollutants likely to injure public health or welfare or interfere with reasonable enjoyment of life and property; and

“(G) Establish and maintain an indoor air hazard education program to educate District residents on the potential threats posed by and mitigation methods for indoor air hazards.

“(2) In determining interference with reasonable enjoyment of life and property under paragraph (1)(F) of this subsection, the Mayor shall consider:

“(A) The frequency, duration, and intensity of the source;

“(B) The number of complaints filed about the source;

“(C) The number of distinct complaints filed about the source;

“(D) The zoning classification of the affected area; and

“(E) The source’s ability to prevent complaints.

“(c) For the purpose of executing the authority under this act, the Mayor may:

“(1) Hold hearings relating to the administration of this act;

“(2) Secure necessary scientific, technical, administrative, and operational services, including laboratory facilities, by contract, or otherwise;

“(3) Receive and administer grants or donations made to carry out the purposes of this act; and

“(4) Take any other action necessary.

“(d) To assist in enforcing the provisions of this act and regulations issued pursuant to this act, the Mayor shall:

“(1) Make available an electronic complaint form to receive complaints of air quality violations from the public, including, at a minimum, complaints of odors and engine idling;

“(2) Acknowledge receipt of an air quality complaint to the complainant no later than 7 days after receipt, in a writing or through an electronic message;

“(3) Track all air quality complaints, the agency’s response to each complaint, and the resolution of each complaint;

“(4) Establish an electronic mechanism by which the complainant, the source of the complaint, and any interested party may access any publically available information on the complaint; and

“(5) Make publicly available on the District Department of the Environment’s website a quarterly report listing all air quality complaints received and their resolution.”.

(b) New sections 5a, 5b, 5c, 5d, 5e, 5f, 5g, and 5h are added to read as follows:

“Sec. 5a. Inspection; right of entry.

“(a) Upon the presentation of appropriate credentials to the owner, agent in charge, or tenant, the Mayor shall have the right, subject to subsection (c) of this section, to enter a premises or inspect an activity reasonably believed to be subject to this act to determine compliance with this act or a regulation promulgated pursuant to this act. The right of entry shall be for the following purposes:

“(1) Inspection, including the right to inspect and copy records related to compliance with this act and regulations promulgated pursuant to this act;

“(2) Observation;

“(3) Measurement;

“(4) Sampling;

“(5) Testing; and

“(6) Collection of evidence.

“(b) The Mayor may:

“(1) Investigate and take testimony under oath regarding any report of noncompliance with a federal or District law or regulation applicable to air pollution control;

“(2) Require a person or entity subject to this act or a regulation promulgated pursuant to this act, or who the Mayor reasonably believes may have information necessary to carry out the purposes of this act, on a one-time, periodic, or continuous basis to:



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“(A) Establish, maintain, and submit records and reports;

“(B) Install, use, and maintain monitoring equipment, and use audit procedures, or methods;

“(C) Sample emissions in accordance with such procedures or methods, at such locations, at such intervals, during such periods and in such manner as the Mayor shall prescribe;

“(D) Keep records on control equipment parameters, production variables, or other indirect data, as appropriate;

“(E) Submit compliance certifications; and

“(F) Provide other information as the Mayor may require.

“(c) If the Mayor is denied access to enter or inspect the premises in accordance with this section, the Mayor may apply to the Superior Court of the District of Columbia, pursuant to D.C. Official Code § 11-941, or the Office of Administrative Hearings, pursuant to section 12(b)(12) of the Office of Administrative Hearings Establishment Act of 2001, effective March 6, 2002 (D.C. Law 14-76; D.C. Official Code § 2-1831.09(b)(12)), for a search warrant. An owner’s denial of access to conduct an inspection in accordance with this section shall constitute a violation of this section, and the owner shall be subject to the civil and administrative penalties imposed by section 5c and the criminal penalties imposed by section 5d.

“(d) The Mayor may require reimbursement of costs for services, including inspections, sample collection, document review, or other reasonable costs or fees incurred in implementing this section and section 5.

“Sec. 5b. Violations.

“Each day of a violation of or failure to comply with this act or a regulation promulgated pursuant to this act shall constitute a separate offense, and the penalties set forth in sections 5c, 5d, 5e, and 5f shall be applicable to each separate offense.

“Sec. 5c. Civil penalties.

“(a) A person who violates this act or a regulation promulgated pursuant to this act shall be civilly liable and shall be subject to a civil penalty of no more than \$37,500 per day per offense. The Mayor may adjust this civil penalty by rulemaking to account for inflation and shall adjust this civil penalty by rulemaking to meet or exceed the civil penalty authorized for violations pertaining to the Clean Air Act, approved July 14, 1955 (77 Stat. 392; 42 U.S.C. § 7401 *et seq.*).

“(b) The Mayor may impose civil infraction penalties, fines, and fees as alternative sanctions for any violation of this act or a regulation promulgated pursuant to this act, pursuant to the procedures of the Department of Consumer and Regulatory Affairs Civil Infractions Act of 1985, effective October 5, 1985 (D.C. Law 6-42; D.C. Official Code § 2-1801.01 *et seq.*).

“Sec. 5d. Criminal penalties.

“A person who willfully or recklessly violates this act or a regulation promulgated pursuant to this act shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed \$25,000 per offense per day, imprisonment not to exceed one year, or both. The fines set forth in this section shall not be limited by section 101 of the Criminal Fine

Proportionality Amendment Act of 2012, approved June 11, 2013 (D.C. Law 19-317; D.C. Official Code § 22-3571.01).

“Sec. 5e. False statements.

“A person who knowingly makes a false statement in an application, record, report, plan, or other document submitted or maintained under this act shall be guilty of a misdemeanor, and subject to a fine not to exceed \$10,000, imprisonment not to exceed 6 months, or both. The fines set forth in this section shall not be limited by section 101 of the Criminal Fine Proportionality Amendment Act of 2011, effective June 11, 2013 (D.C. Law 19-317; D.C. Official Code § 22-3571.01).

“Sec. 5f. Other sanctions.

“In addition to, or in lieu of, a civil or criminal penalty or fee:

“(1) The Mayor may modify, suspend, revoke, or deny a permit or certification issued by the District for failure to comply with this act or a regulation promulgated pursuant to this act, after notice and opportunity for a hearing pursuant to section 5h; and

“(2) The Attorney General for the District of Columbia may commence appropriate civil action in the Superior Court of the District of Columbia or any other court of competent jurisdiction for damages, cost recovery, reasonable attorney and expert witness fees, and injunctive or other appropriate relief to enforce compliance with this act or the regulations adopted pursuant to this act.

“Sec. 5g. Orders.

“(a) If the Mayor determines that a hazardous condition exists that may endanger the health or safety of the residents or property, or the environment in the District due to a person’s noncompliance with this act or a regulation promulgated pursuant to this act, the Mayor may issue a cease and desist order requiring the person to cease operations immediately or to otherwise cease noncompliance with this act or a regulation promulgated pursuant to this act.

“(b) If the Mayor has reason to believe that there has been a violation of this act or a regulation promulgated pursuant to this act, the Mayor may issue a compliance order requiring a violator to take action to come into compliance with this act or a regulation promulgated pursuant to this act and to take such measures as may be necessary to remedy a hazardous condition.

“Sec. 5h. Administrative appeals.

“(a) A person aggrieved by an action of the Mayor taken pursuant to this act or a regulation promulgated pursuant to this act may appeal the action of the Mayor to the Office of Administrative Hearings, pursuant to section 6(a) of the Office of Administrative Hearings Establishment Act of 2001, effective March 6, 2002 (D.C. Law 14-76; D.C. Official Code § 2-1831.03(a)). The Office of Administrative Hearings shall provide a de novo hearing and shall determine whether the Mayor’s action was legally proper.

“(b) An appeal shall be filed within 15 days after the adverse action of the Mayor or within 20 days if notice of the adverse action is served by United States mail or commercial carrier.

“(c) A person subject to an order issued pursuant to section 5g shall comply with the order pending appeal.”.

## TITLE II. DEMAND RESPONSE GENERATING SOURCES.

### Sec. 201. Definitions.

For the purposes of this title, the term:

(1) “Best available control technology” or “BACT” means the pollution control standard as determined by the Director consistent with, but no less stringent than, section 169(3) of the federal Clean Air Act, approved July 14, 1955 (77 Stat. 392; 42 U.S.C. § 7479(3)).

(2) “Demand response generating source” means a stationary generator subject to an agreement or obligation to provide power in response to power grid needs, economic signals from competitive wholesale electric markets, or special retail rates. The term “demand response generating source” shall not include a generator that derives its energy from an energy source that qualifies as a tier one renewable source under the Renewable Energy Portfolio Standard Act of 2004, effective April 12, 2005 (D.C. Law 15-340; D.C. Official Code § 34-1431 *et seq.*).

(3) “Director” means the Director of the District Department of the Environment.

### Sec. 202. Disclosure.

A person who owns or operates an internal combustion engine as a demand response generating source shall track and submit an annual report disclosing the total number of hours, including the dates and times, that the source operated during the preceding year, and the total number of hours, including the dates and times, that the source operated as a demand response generating source during the preceding year, as well as any additional information the Director requires. The report shall be submitted to the District Department of the Environment by March 1, 2015, and annually on March 1 thereafter.

### Sec. 203. Limitation on the use of a generator as a demand response generating source.

(a) No person shall construct or operate an internal combustion engine as a demand response generating source unless the source implements, at a minimum, current best available control technology in accordance with a permit issued by the Director.

(b) A demand response generating source shall not be classified or permitted as an emergency generator.

(c) Nothing in this title shall prevent the Director from denying an application for or renewal of a permit for a demand response generating source to protect air quality or to encourage energy efficiency or conservation-based demand response in the District.

(d) A person found by the Director to be in violation of this section shall be subject to the civil penalties available under section 5c of the District of Columbia Air Pollution Control Act of 1984, passed on 2nd reading on June 3, 2014 (Enrolled version of Bill 20-368).

Sec. 204. Rules; fees

(a) The Mayor, pursuant to the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this title, including establishing permit fees and other fees necessary to support the implementation of this title.

(b) The Mayor may require reimbursement of costs for services, including inspections, sample collection, document review, or other reasonable costs or fees incurred in implementing this title or a regulation promulgated pursuant to this title.

TITLE III. INDOOR AIR QUALITY.

SUBTITLE A. INDOOR MOLD DISCLOSURE AMENDMENT.

Sec. 301. The Rental Housing Act of 1985, effective July 17, 1985 (D.C. Law 6-10; D.C. Official Code § 42-3501.01 *et seq.*), is amended as follows:

(a) Section 222(b)(1) (D.C. Official Code § 42-3502.22(b)(1)) is amended as follows:

(1) Subparagraph (F) is amended by striking the phrase “housing code” and inserting the phrase “housing code and property maintenance code” in its place.

(2) Subparagraph (J) is amended by striking the period and inserting the phrase “; and” in its place.

(3) A new subparagraph (K) is added to read as follows:

“(K) Information known or that should have been known about the presence of indoor mold contamination as defined in section 302(5) of the Air Quality Amendment Act of 2014, passed on 2nd reading on June 3, 2014 (Enrolled version of Bill 20-368), in the rental unit or common areas in the previous 3 years, unless the mold has been remediated by an indoor mold remediation professional certified and licensed by the District.”.

SUBTITLE B. RESIDENTIAL INDOOR MOLD ASSESSMENT AND REMEDIATION.

Sec. 302. Definitions.

For the purposes of this subtitle, the term:

(1) “Director” means the Director of the District Department of the Environment.

(2) “Dwelling unit” means a building or structure used or designed to be used, in whole or in part, as a living or sleeping place for one or more persons.

(3) “Indoor mold assessment professional” means an indoor mold assessor certified and licensed by the District in accordance with section 304.

(4) “Indoor mold” means living or dead fungi or related products or parts, including spores hyphae, and mycotoxins, on an interior surface of a building, including common spaces, utility spaces, HVAC, or other systems.

(5) “Indoor mold contamination” means indoor mold at or above the threshold established under section 303(a)(1).

(6) “Indoor mold remediation professional” means an indoor mold remediator certified and licensed by the District in accordance with section 304.

(7) “Professional indoor mold assessment” means an indoor mold assessment conducted by an indoor mold assessment professional.

(8) “Professional indoor mold remediation” means an indoor mold remediation conducted by an indoor mold remediation professional.

Sec. 303. Indoor mold assessment and remediation standards.

(a) Consistent with applicable U.S. Environmental Protection Agency or U.S. Department of Labor, Occupational Safety and Health Administration guidelines and regulations relating to the assessment and remediation of mold, the Director shall:

(1) Set a threshold level of indoor mold contamination that requires professional indoor mold remediation at residential properties;

(2) Establish scientific and objective methods to be used by individuals certified by the District when conducting an indoor mold assessment;

(3) Establish minimum performance standards and work practices for conducting professional indoor mold remediation in the District; and

(4) Establish guidelines for the removal of indoor mold below the threshold set by paragraph (1) of this subsection.

(b) When professional indoor mold remediation is required under section 305 because a professional indoor mold assessment found indoor mold contamination at a property, the Director may require the property owner to provide a remediation report from an indoor mold remediation professional to the tenant and to the Department of the Environment.

Sec. 304. Certification of mold assessment and remediation professionals.

(a)(1) The Director shall issue licenses and may issue certifications for conducting indoor mold assessment and remediation in the District.

(2) In licensing a person to conduct indoor mold assessment or remediation, the Director may recognize certification programs of other states or independent bodies that the Director determines to be sufficient to ensure professional conduct of indoor mold assessment or remediation.

(b) No person shall engage in the business of residential indoor mold assessment or remediation unless the person is certified and licensed in accordance with requirements promulgated by the Director.

(c) The Director shall maintain a publicly available list of all certified indoor mold assessment and remediation professionals in the District.

(d) The Director shall establish reasonable and necessary fees to administer this section, including fees for certifications and licenses. The fees shall be set, at a minimum, in an amount sufficient to recover the costs of administering this section. All fees collected under this subsection shall be deposited into the Indoor Mold Assessment and Remediation Fund established under section 308.

Sec. 305. Indoor mold remediation obligations at residential properties.

(a) A residential property owner who receives written or electronic notice from a tenant that indoor mold or suspected indoor mold exists in the dwelling unit or in a common area of the property shall inspect the property within 7 days and remediate the condition in accordance with subsections (b) and (c) of this section within 30 days of the inspection unless a shorter timeframe is ordered by a court or the Mayor.

(b) Where professional indoor mold remediation is not required under subsection (c) of this section, a residential property owner notified of indoor mold by a tenant in accordance with subsection (a) shall clean and remove the indoor mold from the contaminated surface in accordance with the guidelines established under section 303(a)(4). Failure of the Director to issue guidelines under section 303(a)(4) shall not excuse the residential property owner from the obligation to clean and remove visible indoor mold from the contaminated surface.

(c) If a residential property owner knows or has reason to know that indoor mold contamination exists in a tenant's dwelling unit or in a common area of the property, the residential property owner shall cause the mold to be remediated by an indoor mold remediation professional.

(d) The provisions of this section may be enforced pursuant to section 306.

Sec. 306. Violations.

(a) In a private cause of action, claim, or defense by a tenant against a residential property owner for a violation of Title 12G of the District of Columbia Municipal Regulations (12G DCMR § 101G *et seq.*) ("Property Maintenance Code") or Title 14 of the District of Columbia Municipal Regulations (14 DCMR § 100 *et seq.*) ("Housing Code"):

(1) A professional indoor mold assessment finding indoor mold contamination in a tenant's dwelling unit or a common area of the property shall create a rebuttable presumption of a violation of the property owner's obligation to maintain the property free from defective surface conditions as required by the Property Maintenance Code and the Housing Code. To establish the presumption, the tenant must demonstrate that the property owner received a professional indoor mold assessment in written or electronic form that determined that indoor mold contamination existed in the tenant's dwelling unit.

(2) When ruling in favor of a tenant with respect to a Property Maintenance Code or Housing Code violation based on a professional mold assessment, the court shall have discretion to reimburse indoor mold assessment costs and award attorney fees and court costs to the tenant. The court may award treble damages to a tenant when:

- (A) The tenant discovered the indoor mold;
- (B) A professional indoor mold assessment determined that indoor mold contamination existed in the tenant's dwelling unit;
- (C) The residential property owner received the indoor mold assessment in written or electronic form;
- (D) The residential property owner did not remediate the indoor mold within 60 days; and

(E) The court finds that the residential property owner acted in bad faith.

(b) In issuing a notice of violation to a property owner for failure to maintain the property free from defective surface conditions as required by the Property Maintenance Code and the Housing Code, the Mayor shall have discretion to rely upon a professional indoor mold assessment.

Sec. 307. No private right of action against the District.

Nothing in this subtitle is intended to, or does, create a private right of action against the government of the District of Columbia and its officers, employees, agents, representatives, contractors, successors, and assigns based upon compliance or noncompliance with its provisions. No person or entity may assert any claim or right as a beneficiary or protected class under this act in any civil, criminal, or administrative action against the District of Columbia.

Sec. 308. Indoor Mold Assessment and Remediation Fund.

(a) There is established a special fund the Indoor Mold Assessment Fund, which shall be administered by the District Department of the Environment in accordance with subsection (c) of this section.

(b) The Fund shall consist of the revenue from the fees collected in accordance with section 304 and any other money accepted for the benefit of the Fund. The Fund may be supplemented by other District funds at the Mayor's discretion or by an act of the Council.

(c)(1) The Fund shall be used to administer the certification and licensing programs established under section 304 and may be used to administer grants issued under paragraph (2) of this subsection.

(2) Where there are funds in excess of the amount needed to administer the certification and licensing programs under section 304, those funds shall be used to provide financial assistance grants to:

(A) Low-income District residents for the purpose of having a professional mold assessment conducted in their premises, in the event that the owner of the resident's property fails to comply with the requirements in section 305; and

(B) Residential property owners without financial means, as determined by the Mayor, to comply with section 305.

(d)(1) The money deposited into the Fund, and any interest earned, shall not revert to the unrestricted fund balance of the General Fund of the District of Columbia at the end of a fiscal year, or at any other time.

(2) Subject to authorization in an approved budget and financial plan, any funds appropriated in the Fund shall be continually available without regard to fiscal year limitation.

Sec. 309. Common law unaffected.

The remedies under this subtitle do not supplant rights and remedies that may be available against property owners and other liable parties under the common law.



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Sec. 310. Rules.

The Mayor, pursuant to the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this subtitle, including civil penalties or fines to enforce this subtitle.

TITLE IV. REPEALER.

Sec. 401. Section 4 of the District of Columbia Air Pollution Control Act of 1984, effective March 15, 1985 (D.C. Law 5-165; D.C. Official Code § 8-101.04), is repealed.

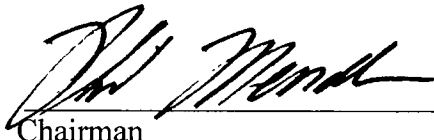
TITLE V. FISCAL IMPACT AND EFFECTIVE DATE.

Sec. 501. Fiscal impact statement.

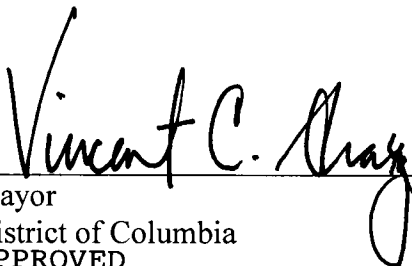
The Council adopts the June 3, 2014 fiscal impact statement of the Chief Financial Officer as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

Sec. 502. Effective date.

This act shall take effect following approval by the Mayor (or in the event of veto by the Mayor, action by the Council to override the veto), a 30-day period of congressional review as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.



Chairman  
Council of the District of Columbia



Mayor  
District of Columbia  
APPROVED  
June 23, 2014

## DEPARTMENT OF ENERGY AND ENVIRONMENT

### NOTICE OF FINAL RULEMAKING

#### **Mold Assessment and Remediation Licensure Regulations**

The Director of the Department of Energy and Environment (DOEE or Department), pursuant to the authority set forth in Sections 103(b)(1)(B)(ii)(III) and 107(4) of the District Department of the Environment Establishment Act of 2005, effective February 15, 2006 (D.C. Law 16-51; D.C. Official Code § 8-151.03 (b)(1)(B)(ii)(III) and 8-151.07(4) (2013 Repl. & 2015 Supp.)); Title III, Subtitle B of the Air Quality Amendment Act of 2014, effective September 9, 2014 (D.C. Law 20-135; D.C. Official Code §§ 8-241.01 *et seq.* (2013 Repl. & 2015 Supp.)); and Mayor's Order 2006-61, dated June 14, 2006, hereby gives notice of the intent to promulgate a new Chapter 32 of Title 20 (Environment) of the District of Columbia Municipal Regulations (DCMR), the Mold Assessment and Remediation Licensure Regulations.

This rulemaking implements the provisions of Title III, Subtitle B of the Air Quality Amendment Act of 2014 by providing mold licensure and certification mechanisms for all mold assessment or remediation professionals who operate in the District of Columbia. This rulemaking also sets a threshold above which a property owner must employ assessment and remediation professionals if the property is rented for residential use.

The proposed regulations were first published in the *D.C. Register* on April 3, 2015 at 62 DCR 3941, followed by a Notice of Public Hearing posted in the *D.C. Register* on May 29, 2015, at 62 DCR 6954. A Notice of Second Proposed Rulemaking was published on September 25, 2015, at 62 DCR 12746. This Notice of Final Rulemaking includes non-substantial revisions that clarify the original intent of the rules, including a clarifying change to the definition of “dwelling unit,” by adding a definition for “transient housing business,” in accordance with Chapter 28 of Title 47 of the District of Columbia Official Code. The Department received comments on the second proposed rulemaking. All comments were given due consideration and provided a response. Interested persons can find both the comments and the Department's response at <http://doee.dc.gov/moldlicensureregs>.

These rules were adopted as final on January 12, 2016, and will become effective upon publication of this notice in the *D.C. Register*.

**Title 20, ENVIRONMENT, is amended by adding a new Chapter 32 as follows:**

#### **CHAPTER 32            MOLD LICENSURE AND CERTIFICATION**

<b>3200</b>	<b>PURPOSE AND SCOPE</b>
<b>3201</b>	<b>EXCEPTIONS AND THRESHOLD FOR MOLD PROFESSIONALS</b>
<b>3202</b>	<b>REQUIREMENTS AND FEES TO OBTAIN A LICENSE</b>
<b>3203</b>	<b>SCOPE OF MOLD LICENSES</b>
<b>3204</b>	<b>PROHIBITIONS AND LICENSEE OBLIGATIONS</b>

<b>3205</b>	<b>MINIMUM PERFORMANCE STANDARDS AND WORK PRACTICES FOR LICENSEES</b>
<b>3206</b>	<b>MINIMUM WORK GUIDELINES AND REQUIREMENTS FOR NON-LICENSEES: ASSESSMENT</b>
<b>3207</b>	<b>LICENSEE INSURANCE REQUIREMENTS</b>
<b>3208</b>	<b>APPLICANT AND LICENSEE TRAINING REQUIREMENTS</b>
<b>3209</b>	<b>NOTIFICATION REQUIREMENTS</b>
<b>3210</b>	<b>INDOOR MOLD REMEDIATION PROFESSIONAL RECORD-KEEPING REQUIREMENTS</b>
<b>3211</b>	<b>INSPECTION</b>
<b>3212</b>	<b>DENIAL, SUSPENSION, MODIFICATION, OR REVOCATION OF LICENSES</b>
<b>3213</b>	<b>ENFORCEMENT AND PENALTIES</b>
<b>3299</b>	<b>DEFINITIONS</b>

## **3200 PURPOSE AND SCOPE**

- 3200.1 The purpose of this chapter is to implement Title III of the Air Quality Amendment Act of 2014 (Act), effective September 9, 2014 (D.C. Law 20-135; D.C. Official Code §§ 8-241.01 *et seq.*
- 3200.2 This chapter establishes (1) a licensing program for indoor mold assessment and remediation professionals performing work on all properties in the District of Columbia, (2) a mold contamination threshold for residential properties of ten square feet (10 ft.<sup>2</sup>) of indoor mold growth in an affected area, and (3) guidelines for residential indoor mold assessment and remediation below the threshold level.
- 3200.3 Indoor mold remediation obligations of residential property owners and tenants are stated in D.C. Official Code § 8-241.04 (2013 Repl. & 2015 Supp.).

## **3201 EXCEPTIONS AND THRESHOLD FOR MOLD PROFESSIONALS**

- 3201.1 This chapter shall not apply to:
- (a) The following activities when not conducted for the purpose of complying with D.C. Official Code § 8-241.04 (2013 Repl. & 2015 Supp.):
    - (1) Routine cleaning;
    - (2) The diagnosis, repair, cleaning, or replacement of plumbing, heating ventilation, air conditioning, electrical, or air duct systems or appliances;
    - (3) Commercial or residential real estate inspections; or
    - (4) The incidental discovery or emergency containment of indoor

mold growth during the conduct or performance of services listed in this subsection.

- (b) The repair, replacement, or cleaning of construction materials during the construction of a structure; or
- (c) A pest control inspection conducted by a person regulated under Chapter 23 of this title.

3201.2 A license shall not be required under this chapter to perform mold assessment or remediation in a residential property containing a total surface area of less than ten square feet (10 ft.<sup>2</sup>) of indoor mold growth in an affected area.

3201.3 A license shall not be required under this chapter to perform mold assessment or remediation in an outdoor area or a non-residential property.

3201.4 A license shall not be required under this chapter to perform mold assessment or remediation when it is performed by the owner of a residential dwelling unit when the dwelling unit is owner occupied.

3201.5 An individual shall not be required to be licensed under this chapter to perform mold assessment or mold remediation while supervised by a licensee.

3201.6 An individual shall not be required to be licensed under this chapter if they are currently licensed by the District of Columbia or another jurisdiction in another field (including, but not limited to, medicine, architecture, or engineering) who provide to a licensee only consultation related to that other field. In such a case, the responsibility for the project or activity remains with the licensee.

3201.7 An individual shall not be required to be licensed under this chapter if they are performing the regulated activities of a licensed insurance adjuster, including investigation and review of losses to insured property, assignment of coverage, and estimation of the usual and customary expenses due under the applicable insurance policy, including expenses for reasonable and customary mold assessment and remediation.

3201.8 An individual who is performing mold assessment or remediation under the licensing exemption(s) of § 3201.2 and identifies indoor mold growth of ten square feet (10 ft.<sup>2</sup>) or more in an affected area shall:

- (a) Immediately cease all assessment or remediation work; and
- (b) Advise the person requesting the assessment or remediation that the exemption under § 3201.2 is no longer applicable and that any additional work in the area shall be conducted by a licensee under this chapter.

## **3202 REQUIREMENTS AND FEES TO OBTAIN A LICENSE**

- 3202.1 Regardless of the exceptions in § 3201, an individual shall not engage in the business of mold assessment or mold remediation without a license issued pursuant to this section.
- 3202.2 Each individual applying for a license under this chapter shall be at least eighteen (18) years old at the time of application.
- 3202.3 An individual applying for a license under this chapter shall apply to the Department after passing an examination approved by the Department pursuant to this subsection.
- 3202.4 The Department may administer an examination following the standards enumerated in this section to assist in the licensure of indoor mold assessment and remediation professionals.
- 3202.5 The Department may approve examinations offered by organizations that are recognized in the mold assessment or mold remediation industry. The Department may also approve other states' examinations. The Department's website shall contain an active list of approved examinations.
- 3202.6 The Department shall adhere to the following standards for approval of mold assessment and remediation examinations:
- (a) The examination shall be proctored;
  - (b) The mold assessment examination shall cover:
    - (1) The physical sampling and detailed evaluation of data obtained from a building history and inspection to formulate a hypothesis about the origin, identity, location, and extent of amplification of indoor mold growth; and
    - (2) Mold remediation strategies.
  - (c) The mold remediation examination shall cover remediation planning and the removal, cleaning, sanitizing, demolition, or other treatment, including preventive activities, of mold or mold-contaminated matter.
- 3202.7 The Department may consider the following standards when approving an examination:
- (a) The overall difficulty of the examination, including the depth and variety of questions, and the score required to pass;

- (b) The examination covers topics referenced in § 3208.7; and
  - (c) The recognized organization providing the examination requires examinees to participate in initial and refresher training, following the standards in § 3208, in the areas of mold assessment or remediation.
- 3202.8 An individual shall have either passed a Department-approved examination or recertified their credential no more than two (2) years prior to submitting an application to the Department.
- 3202.9 An individual applying to be licensed as an indoor mold assessment or remediation professional shall meet one or more of the following education and experience requirements of this subsection:
  - (a) At least a two (2) year associate degree, or the equivalent, with at least thirty (30) semester hours in microbiology, engineering, architecture, industrial hygiene, occupational safety, or a related field of science from an accredited institution and a minimum of one (1) year of documented relevant field experience;
  - (b) A certified industrial hygienist, a professional engineer, a professional registered sanitarian, a certified safety professional, or a registered architect, with at least six (6) months of documented relevant field experience; or
  - (c) A high school diploma or the equivalent with a minimum of three (3) years of documented relevant field experience.
- 3202.10 An applicant for an indoor mold assessment or remediation professional license shall submit a completed application that includes the following:
  - (a) A fee of three hundred dollars (\$300) for an initial application.
  - (b) Documentation that the applicant meets the following requirements:
    - (1) The age requirement, as specified in § 3202.2;
    - (2) The examination requirement, as specified in § 3202.4 or 3202.5;
    - (3) One of the educational and experience requirements, as specified in § 3202.9;
    - (4) The insurance requirement, as specified in § 3207;
    - (5) Upon Department approval of training providers, the training requirements, as specified in § 3208; and

(6) Any other information that the Department requires for a complete application.

(c) For a renewal, submit the evidence required in § 3202.10(b)(2), (4), (5), and (6), and a fee of one hundred and five dollars (\$105).

3202.11 Submission of a current, valid license for mold assessment or remediation that is issued by another state, as approved by the Department following the standards established in this section, is sufficient for practice as an indoor mold assessment or remediation professional in the District of Columbia, if the applicant includes in an application to the Department:

(a) A fee of three hundred dollars (\$300) for an initial application.

(b) Documentation that the applicant meets the following requirements:

(1) The applicant is licensed and in good standing by an approved state; and

(2) Any other information that the Department requires for a complete application.

(c) For a renewal, submit the evidence required in paragraph (b) and a fee of one hundred and five dollars (\$105).

3202.12 The term of each license shall be two (2) years.

3202.13 A licensee whose license has expired but continues to hold himself or herself out as an indoor mold assessment or remediation professional is in violation of this chapter.

3202.14 Beginning in 2017, license fees charged by the Department may be adjusted annually based on the change in the Consumer Price Index value published by the U.S. Department of Labor for all-urban consumers.

### **3203 SCOPE OF MOLD LICENSES**

3203.1 An indoor mold assessment professional is permitted to:

(a) Record visual observations and take on-site measurements, including temperature, humidity, and moisture levels, during an initial or post-remediation mold assessment;

(b) Collect samples for mold analysis during a mold assessment;



- (c) Plan surveys to identify conditions favorable for indoor mold growth or to determine the presence, extent, amount, or identity of mold or suspected mold in a building;
- (d) Conduct activities recommended in a plan developed under paragraph (c) of this subsection and describe and interpret the results of those activities;
- (e) Determine locations at which the licensee or individuals under the licensee's supervision shall record observations, take measurements, or collect samples;
- (f) Prepare a mold assessment report, including the observations made, measurements taken, and locations and analysis;
- (g) Develop a mold management plan for a building or dwelling unit, including recommendations for periodic surveillance, response actions, and prevention and control of indoor mold growth;
- (h) Prepare a mold remediation protocol, including the evaluation and selection of appropriate remediation strategies, personal protective equipment, engineering controls, project layout, post-remediation verification evaluation methods and criteria, and preparation of plans and specifications; and
- (i) Evaluate a mold remediation project for the purpose of verifying that indoor mold identified for the remediation project has been remediated as outlined in a mold remediation protocol.

3203.2 An indoor mold remediation professional is permitted to:

- (a) Perform mold remediation, as defined in § 3299.1;
- (b) Prepare a mold remediation work plan providing instructions for the remediation efforts to be performed for a mold remediation project;
- (c) Conduct and interpret the results of activities recommended in a mold remediation work plan developed under paragraph (b) of this subsection; and
- (d) Complete appropriate sections of a verification report, as defined in § 3299.1.

## **3204 PROHIBITIONS AND LICENSEE OBLIGATIONS**

3204.1 An individual shall not perform indoor mold assessment or remediation in the District of Columbia, unless licensed by the Department, or exempted by § 3201.

- 3204.2        Regardless of the exceptions in § 3201, a person shall not use the name or title of “licensed,” “professional,” “certified,” or any other term or terms that communicates a level of expertise in mold assessment or remediation, unless that person is an individual licensed by the Department or employs individuals who are licensed with the Department.
- 3204.3        All persons using such names or titles as referenced in § 3204.2 shall have readily available their name and license number or the name and license number of the individual(s) who are an employee of that person and who are also licensed by the Department.
- 3204.4        All licensees shall:
- (a)        Perform only services that they are licensed to conduct;
  - (b)        Meet or exceed the minimum industry standards for mold assessment and remediation and the standards set in this chapter;
  - (c)        Disclose any known or potential conflict of interest to any party affected by such conflicts;
  - (d)        To the extent required by law, keep confidential any personal information (including medical conditions) obtained during the course of a mold-related activity;
  - (e)        Promptly furnish required documents or information to the Department and promptly respond to requests for information from the Department;
  - (f)        Maintain knowledge and skills for continuing professional competence;
  - (g)        Promptly report alleged misrepresentation or violations of the Act or this chapter to the Department;
  - (h)        Competently and efficiently perform their duties and report to the Department incompetent, illegal, or unethical conduct of any licensee; and
  - (i)        Supervise any person assisting with the licensee’s work and ensure that supervisees are following best practices and applicable laws and regulations.
- 3204.5        Licensees shall not:
- (a)        Accept or offer any compensation to any other mold licensee or their company for the referral of any mold-related business;

- (b) Assess or remediate any property in which the indoor mold assessment professional or indoor mold remediation professional or their company has any financial interest;
- (c) Misrepresent any professional qualifications or credentials;
- (d) Provide any information to the Department or client that is false, deceptive, or misleading;
- (e) Work if impaired as a result of drugs, alcohol, sleep deprivation, or other conditions and not allow supervisees to work if the licensee knows or reasonably should know that the supervisee is impaired;
- (f) Make any false, misleading, or deceptive claims, or claims that are not readily subject to verification, in any advertising, announcement, presentation, or competitive bidding;
- (g) Make a representation that is designed to take advantage of the fears or emotions of the public or a customer;
- (h) Retaliate against any person who reported in good faith to any District of Columbia agency, department, or instrumentality, alleging incompetent, illegal, or unethical conduct; or
- (i) Supervise the work of more than ten (10) individuals at one time.

3204.6 Indoor mold assessment professionals shall:

- (a) Provide to the client a mold assessment report following an initial mold assessment;
- (b) If the licensee includes the results of the initial assessment in a mold remediation protocol or a mold management plan, not provide a separate assessment report;
- (c) If indoor mold growth is identified in a mold assessment, provide to the client a mold remediation protocol before a remediation project begins;
- (d) Within ten (10) days, after successful completion of remediation activities, provide a verification report to the client and the appropriate indoor mold remediation professional or, if an indoor mold assessment professional ceases to be involved with a project before it passes verification, provide a final status report to the client and the appropriate indoor mold remediation professional; and

- (e) In all issued reports, protocols, or other documents, include the date when the document was issued to the client and all indoor mold assessment professionals' names, license numbers, and, if applicable, business name and addresses.

3204.7 When conducting mold remediation, indoor mold remediation professionals shall:

- (a) Provide to a client a mold remediation work plan for the project before the mold remediation preparation work begins;
- (b) Inquire of the client or property owner whether any known or suspected hazardous materials, including lead-based paint and asbestos, are present in the project area, and, if present, follow appropriate work practices in accordance with District and federal law;
- (c) Provide to the property owner a completed verification report not later than the tenth (10<sup>th</sup>) day after receiving the verification report from the indoor mold assessment professional; and
- (d) In all issued reports, plans, or other documents, include the date when the document was issued to the client and all indoor mold remediation professionals' names, license numbers, and, if applicable, business name and addresses.

**3205 MINIMUM PERFORMANCE STANDARDS AND WORK PRACTICES FOR LICENSEES**

3205.1 Indoor mold assessment professionals shall adhere to the following minimum standards:

- (a) If an indoor mold assessment professional determines that personal protective equipment should be used during a mold assessment project, the indoor mold assessment professional shall ensure that all individuals who engage in assessment activities and who will be, or are anticipated to be, exposed to indoor mold growth are provided with, fit tested for, and trained on the appropriate use and care of the specified personal protective equipment;
- (b) If samples for laboratory analysis are collected during the assessment:
  - (1) Sampling and analysis shall be performed according to industry best practices;
  - (2) Preservation methods shall be implemented for all samples where necessary;

- (3) Proper sample documentation, including the sampling method, the sample identification code, each location and material sampled, the date collected, the name of the person who collected the samples, and the project name or number, shall be recorded for each sample; and
  - (4) Proper chain of custody procedures shall be used;
- (c) If mold remediation is to be conducted by an indoor mold remediation professional, prepare a mold remediation protocol that is specific to each remediation project and provide the protocol to the client before the remediation begins. The mold remediation protocol shall specify:
  - (1) The rooms or areas where the work shall be performed;
  - (2) The estimated quantities of materials to be cleaned or removed;
  - (3) The methods to be used for each type of remediation in each area;
  - (4) The personal protective equipment to be used by indoor mold remediation professionals. A minimum of an N-95 respirator is recommended during mold-related activities when indoor mold growth could or will be disturbed. An indoor mold assessment professional may specify additional or more protective personal protective equipment if he or she determines that it is warranted;
  - (5) The proposed types of containment, as described in (d) of this subsection, to be used during the project in each area; and
  - (6) The proposed verification procedures and criteria, as described in paragraph (h) of this subsection, for each type of remediation in each area;
- (d) Containment shall be specified in a mold remediation protocol when a total surface area of ten square feet (10 ft.<sup>2</sup>) or more of indoor mold growth is in an affected area, unless the indoor mold assessment professional describes in the mold remediation protocol why containment is not necessary;
- (e) If walk-in containment is used, supply and return air vents shall be covered with plastic, and air pressure within the walk-in containment shall be lower than the pressure in building areas adjacent to the containment;
- (f) An indoor mold assessment professional indicating a specific disinfectant, biocide, or antimicrobial coating in a mold remediation protocol shall recommend only products or brands if it is registered by the District of

Columbia and the United States Environmental Protection Agency for the intended use and uses consistent with the manufacturer's labeling instructions;

- (g) A decision by an indoor mold assessment professional to use products in paragraph (f) of this subsection shall take into account the potential for occupant sensitivities and possible adverse reactions to chemicals that have the potential to be off-gassed from surfaces coated with such products; and
- (h) In the remediation protocol for the project, the indoor mold assessment professional shall specify:
  - (1) At least one industry-recognized analytical method for use within each remediated area to determine whether the indoor mold growth identified for the project has been remediated as outlined in the mold remediation protocol;
  - (2) The criteria to be used for evaluating analytical results to determine whether the mold remediation project is verified as complete;
  - (3) That post-remediation assessment shall be conducted while walk-in containment is in place, if walk-in containment is specified for the project; and
  - (4) The procedures to be used in determining whether the underlying causes of the mold identified for the project have been remediated so that it is reasonably certain that the mold will not return from those same causes.

3205.2 Indoor mold remediation professionals shall adhere to the following standards:

- (a) An indoor mold remediation professional shall prepare a mold remediation work plan that is specific to each project, fulfills all the requirements of the mold remediation protocol, and provides specific instructions or standard operating procedures for how a mold remediation project shall be performed. The indoor mold remediation professional shall provide the mold remediation work plan to the client before site preparation work begins;
- (b) If an indoor mold assessment professional specifies in the mold remediation protocol that personal protective equipment is required for the project or if the indoor mold remediation professional determines that individuals require personal protective equipment, the indoor mold remediation professional shall provide the specified personal protective

equipment to all individuals who engage in remediation activities and who will, or are anticipated to, disturb or remove indoor mold growth. The recommended minimum personal protective equipment is an N-95 respirator;

- (c) Containment specified in the remediation protocol shall be used on a mold remediation project;
- (d) If walk-in containment is used, supply and return air vents shall be covered with plastic, and air pressure within the walk-in containment shall be lower than the pressure in building areas adjacent to the containment;
- (e) Signs advising that a mold remediation project is in progress shall be displayed at all accessible entrances to remediation areas and shall meet the following requirements:
  - (1) The signs shall be at least eight (8) inches by ten (10) inches in size and shall bear the words “NOTICE: Mold remediation project in progress” in black on a yellow background; and
  - (2) The text of the signs shall be legible from a distance of ten (10) feet;
- (f) No person shall remove or dismantle any walk-in containment structures or materials from a project site prior to receipt, by the indoor mold remediation professional overseeing the project, of a written notice from an indoor mold assessment professional that the project has been verified as complete as described under § 3299.1;
- (g) Disinfectants, biocides, and antimicrobial coatings may be used only if their use is specified in a mold remediation protocol, if they are registered by the District of Columbia and the United States Environmental Protection Agency for the intended use, and if the use is consistent with the manufacturer’s labeling instructions; and
- (h) If a protocol specifies the use of such a product, as referenced in paragraph (g), but does not specify the brand or type of product, an indoor mold remediation professional may select the brand or type of product to be used, subject to the other provisions of this chapter.

## **3206 MINIMUM WORK GUIDELINES AND REQUIREMENTS FOR NON-LICENSEES: ASSESSMENT**

3206.1 In general, an indoor mold assessment professional should be consulted when assessing the extent of a moisture problem, indoor mold growth, and performing other related activities.



- 3206.2 The following guidelines are applicable to non-licensed individuals performing mold assessment on areas potentially affected by less than ten square feet (10 ft.<sup>2</sup>) of indoor mold growth; unless exempt by § 3201, a non-licensed individual shall not perform mold assessment on ten square feet (10 ft.<sup>2</sup>) or more of indoor mold growth in an affected area.
- 3206.3 Prior to taking any steps to clean, scrape, remove, paint over, or otherwise remediate any indoor mold growth, a visual inspection should be performed that assesses the following:
- (a) The extent of water damage, indoor mold growth, and affected building materials;
  - (b) Crawl spaces, attics, behind wallboards, carpet backing and padding, wallpaper, baseboards, insulation, and other materials that are suspected of hiding indoor mold growth;
  - (c) Ventilation systems for damp conditions and indoor mold growth on system components, like filters, insulations, and coils or fins; and
  - (d) Certain materials that are susceptible to indoor mold growth when damp, including ceiling tiles, paper-covered gypsum wallboard (drywall), structural wood, and other cellulose-containing surfaces.
- 3206.4 If assessment work might disturb indoor mold growth, personal protective equipment, like gloves and respiratory protection, should be worn.
- 3206.5 If indoor mold growth or water-damaged materials are visually identified, remediation shall be conducted in accordance with the guidance document published by the Department.
- 3206.6 If ten or more square feet (10 ft.<sup>2</sup>) of indoor mold growth in an affected area is visually identified, the property owner, unless if exempt by § 3201.4, shall hire an indoor mold assessment professional who is licensed pursuant to § 3202 to conduct an indoor mold assessment.

### **3207 LICENSEE INSURANCE REQUIREMENTS**

- 3207.1 An indoor mold assessment professional shall maintain general liability and errors and omissions insurance coverage of at least one million dollars (\$1,000,000) for preliminary and post-remediation mold assessment.
- 3207.2 An indoor mold remediation professional shall maintain a general liability insurance policy in an amount of at least one million dollars (\$1,000,000) that includes specific coverage for mold-related and general pollution claims.

3207.3 An indoor mold assessment professional or an indoor mold remediation professional shall maintain the applicable insurance policy unless covered under an employer's policy.

**3208 APPLICANT AND LICENSEE TRAINING REQUIREMENTS**

3208.1 Upon the Department's approval of training organizations, applicants and licensees shall meet the training requirements in this section.

3208.2 The same training performed to obtain and maintain a third-party accreditation can be used to meet the requirements in this section.

3208.3 Applicants and licensees shall take and complete training performed by Department-approved training providers.

3208.4 The Department shall require the following individuals to complete twenty-four (24) hours of training, with a minimum of four (4) hours of hands-on training, no more than two (2) years prior to submission of the application:

- (a) Applicants seeking an initial District indoor mold assessment or remediation professional license; and
- (b) Applicants that have allowed their District indoor mold assessment or remediation professional license to lapse for two (2) years or more.

3208.5 The Department shall require the following individuals to complete four (4) hours of refresher training no more than two (2) years prior to submission of the application: licensees seeking to renew a District indoor mold assessment or remediation professional license that either have not allowed their license to lapse or have allowed their license to lapse for less than two (2) years.

3208.6 Upon the Department's approval of training organizations, the Department shall develop and maintain an active list of approved training providers on its website.

3208.7 The Department shall consider the following standards when approving twenty-four (24) hour training courses:

- (a) For an indoor mold assessment professional, the course shall address the following topics:
  - (1) Role and responsibilities of an indoor mold assessment professional;
  - (2) Background information on mold, including health effects;

- (3) Employee personal protective equipment;
  - (4) Workplace safety hazards, including other environmental hazards, such as lead and asbestos;
  - (5) Knowledge of building construction related to eliminating moisture problems, including elements of airflow, mechanisms of moisture and heat flow, humidity, the building envelope, and porous and nonporous materials;
  - (6) Current relevant industry work practices and standards, including the use and reading of moisture meters and an understanding of HVAC systems;
  - (7) Pre-assessment planning and interpretation of previous mold assessment records;
  - (8) Mold assessment report development and recordkeeping;
  - (9) Inspection and sampling techniques for mold assessment;
  - (10) Designing a mold management plan, mold remediation protocol, and verification report;
  - (11) Public, employee, and building occupant relations;
  - (12) Liability and insurance issues relating to mold assessment; and
  - (13) Supervisory techniques for mold assessment activities including implementation of required work practices and prevention of unsafe work practices.
- (b) For an indoor mold remediation professional, the course shall address the following topics:
- (1) Role and responsibilities of an indoor mold remediation professional;
  - (2) Background information on mold including health effects;
  - (3) Employee personal protective equipment;
  - (4) Workplace safety hazards, including other environmental hazards such as lead and asbestos;
  - (5) Knowledge of building construction related to eliminating

moisture problems, including elements of airflow, mechanisms of moisture and heat flow, humidity, the building envelope, and porous and nonporous materials;

- (6) Current relevant industry work practices, including the use and reading of moisture meters, duct cleaning, and use of drying equipment;
  - (7) Pre-remediation planning and interpretation of a mold assessment report and a mold remediation protocol;
  - (8) Designing a mold remediation work plan;
  - (9) Liability and insurance issues relating to mold remediation;
  - (10) Recordkeeping for mold remediation projects; and
  - (11) Supervisory techniques for mold remediation activities including implementation of required work practices and prevention of unsafe work practices.
- (c) For an indoor mold assessment and remediation professional, the course should address the District's mold statute (D.C. Official Code §§ 8-231.01 *et seq.*) and this chapter.

3208.8 The Department shall consider the following standards when approving refresher training courses lasting four (4) hours: Comprehensive review of the respective twenty-four-hour (24) course topics with specific emphasis and update on current relevant mold assessment and remediation industry work practices and standards.

3208.9 When considering training providers for approval, the Department shall give preference to training providers that meet the following standards:

- (a) Instructors and guest speakers present in person at least fifty percent (50%) of the classroom instruction and all of the hands on instruction;
- (b) Courses that require hands-on practical training are presented in an environment that permits each student to have actual experience performing tasks associated with mold-related activities;
- (c) Student-to-instructor ratios and facilities are conducive to learning;
- (d) Those providing training have experience, education, or training in teaching workers or adults in the areas of mold assessment, remediation, or a related field;

- (e) Development and implementation of plans to maintain and improve the quality of the training program to reflect innovations in the field;
- (f) The provider is not also providing a Department-approved third-party examination;
- (g) The provider requires students to pass a closed-book, fifty (50) question multiple choice examination after training to ensure retention of topics covered by the course, requiring a passing score of seventy percent (70%) or higher; and
- (h) Upon the student passing training examinations in paragraph (g), the provider issues completion certificates to the students.

## **3209 NOTIFICATION REQUIREMENTS**

3209.1 An indoor mold assessment professional shall notify the Department when he or she determines that a property has ten or more square feet (10 ft.<sup>2</sup>) of indoor mold growth in an affected area, in accordance with the following requirements:

- (a) The notification shall include the address of the site, a short description of the building and its mold condition, building owner, the date(s) of the assessment, and the name and license number of the indoor mold assessment professional; and
- (b) The notification shall be provided to the Department no more than five (5) calendar days after issuance of a mold assessment report, mold remediation protocol, or a mold management plan.

3209.2 An indoor mold remediation professional shall notify the Department of a planned mold remediation at a property when it has ten or more square feet (10 ft.<sup>2</sup>) of indoor mold growth in an affected area, in accordance with the following requirements:

- (a) The notification shall include the address of the site, a short description of the building, the building owner, the start date, the anticipated stop date, and the name and license number of the indoor mold remediation professional;
- (b) The indoor mold remediation professional shall notify the Department at least five (5) calendar days prior to the date when remediation is scheduled to start;
- (c) After notification, if the scheduled start date changes, the indoor mold remediation professional shall provide the Department with the proper scheduled date at least five (5) calendar days prior to the scheduled start of

remediation;

- (d) After notification, if the scheduled stop date changes by more than one (1) calendar day, the indoor mold remediation professional shall provide the Department with the proper stop date as soon as practicable but no later than one (1) calendar day after the indoor mold remediation professional is aware of the new stop date;
- (e) The notification requirements of paragraphs (b), (c), and (d) do not apply in the event of an emergency, however in an emergency the indoor mold remediation professional shall provide the Department with a notification according to paragraph (a) as soon as practicable but no later than the following business day after the indoor mold remediation professional identifies the emergency; and
- (f) The notification requirements of paragraphs (b), (c), and (d) do not apply when, previously unknown to the indoor mold remediation professional, 10 square feet or more (10 ft.<sup>2</sup>) of indoor mold growth in an affected area is revealed during the remediation process, in which case the indoor mold remediation professional shall provide the Department with a notification according to paragraph (a) as soon as practicable but no later than the following business day after the indoor mold growth is revealed.

## **3210 INDOOR MOLD REMEDIATION PROFESSIONAL RECORD-KEEPING REQUIREMENTS**

3210.1 An indoor mold remediation professional shall maintain the following records and documents on-site at a project for its duration:

- (a) A copy of the mold remediation work plan and all mold remediation protocols used in the preparation of the work plan;
- (b) A listing of the names and applicable license numbers for all individuals working on the remediation project; and
- (c) The written contract between the indoor mold remediation professional or his/her employer and the client, and any written contracts related to the mold remediation project between the indoor mold remediation professional or his/her employer and any other party.

## **3211 INSPECTION**

3211.1 The Department may inspect or investigate the business practices of any person that it has reason to believe is licensed in accordance with this chapter, holding themselves out as an indoor mold assessment or remediation professional, or performing work that shall only be performed by an indoor mold assessment or

remediation professional.

3211.2 The Department, upon presenting proper identification, shall have the right to enter at all reasonable times any area or environment, including, but not limited to, any containment area, building, construction site, storage, or office area, or vehicle to review and copy records or question any person for the purpose of ensuring compliance with this chapter.

3211.3 If a person denies access to the Department acting pursuant to the authority of the Act or this chapter, the Department may apply for an administrative search warrant in a court of competent jurisdiction, in addition to other actions authorized by law and regulations.

## **3212 DENIAL, SUSPENSION, MODIFICATION, OR REVOCATION OF LICENSES**

3212.1 The Department shall initiate an action denying, suspending, modifying, or revoking a license by issuing a notice of denial, suspension, modification, or revocation.

3212.2 Except as provided in § 3212.5, the notice of proposed denial, suspension, modification, or revocation shall be in writing, and shall include the following:

- (a) The name and address of the holder of the license;
- (b) A statement of the action or proposed action and the effective or proposed effective date and duration of the denial, suspension, modification, or revocation;
- (c) The ground upon which the Department is proposing to deny, suspend, modify, or revoke the certification or license;
- (d) Notice that the respondent has a right to request an administrative hearing before the District of Columbia Office of Administrative Hearings (OAH), in accordance with Rules of Practice and Procedure of OAH set forth in Chapter 28 of Title 1 of the District of Columbia Municipal Regulations;
- (e) A statement that the respondent has the right, at the respondent's expense, to legal representation at the hearing; and
- (f) Information notifying the respondent of any scheduled hearing date or of any actions necessary to obtain a hearing, and the consequences of failure to comply with the suspension or immediate revocation, if applicable.

3212.3 The Department may issue a notice of denial, suspension, modification, or revocation, if the Department finds that the applicant or license holder:

- (a) Has failed to comply with a provision of the Act or a rule in this chapter;
- (b) Has misrepresented facts relating to a mold-related activity to a client, the Department, or other District agency;
- (c) Has made a false statement or misrepresentation material to the issuance, modification, or renewal of a license;
- (d) Has submitted a false or fraudulent record, invoice, or report;
- (e) Has a history of repeated violations of District regulation; or
- (f) Has had a certification or license denied, revoked, or suspended either by the Department or by another state or jurisdiction.

3212.4 Pursuant to § 3213.3, the applicant or license holder shall have (15) calendar days from the date of service of the notice of denial, suspension, modification, or revocation to request a hearing with OAH to show cause why the license should not be denied, revoked, modified, or suspended.

3212.5 The Department may immediately suspend a license to protect the public health, safety, or welfare, or the environment. The suspension shall be immediately effective pending further investigation.

3212.6 The Department may serve a notice of modification, suspension, or revocation in addition to any other administrative or judicial penalty, sanction, or remedy authorized by law.

3212.7 An individual whose license has been revoked or denied by the Department shall not be eligible to apply for any license available under this chapter until a period of ninety (90) days has passed after the effective date of such suspension, revocation or denial.

### **3213 ENFORCEMENT AND PENALTIES**

3213.1 The Department may enforce a violation of the Act or this chapter by issuing one or more of the following:

- (a) Notice of Violation;
- (b) Notice of Infraction;
- (c) Cease and Desist Order, which shall take effect immediately, or a Compliance Order;



- (d) Notice of suspension, revocation, or denial of a license pursuant to § 3212; or
- (e) Any other order necessary to protect human health or the environment, or to implement this chapter consistent with the purposes of the Act.

3213.2 Orders issued pursuant to § 3213.1(b), (c), and (e):

- (a) Shall identify the name and address of the recipient;
- (b) Shall identify the alleged violation or threatened violation;
- (c) May require the respondent to conduct corrective action;
- (d) Shall make clear the basis for the order and that the respondent's failure to take the measures directed will constitute an additional violation of the Act or the chapter; and
- (e) Shall state the process for objecting to the order.

3213.3 A person may object to an order by requesting a hearing within fifteen (15) calendar days of service, or twenty (20) calendar days if service is made by United States mail, as follows:

- (a) If specific instructions are not on the order, the owner, individual, firm, or entity shall file a written request for a hearing, including the grounds for the objection, with the Office of Administrative Hearings (OAH), established pursuant to the Office of Administrative Hearings Establishment Act of 2001, effective March 6, 2002 (D.C. Law 14-76; D.C. Official Code, §§ 2-1831.01 *et seq.*), in accordance with the Rules of Practice and Procedure of the Office of Administrative Hearings set forth in Title 1 DCMR Chapter 28;
- (b) If a hearing is not requested within the specified time period, the order becomes final and remains in effect until the Department determines that any applicable corrective actions have been completed; and
- (c) A hearing request does not stay the effective date of a Cease and Desist Order.

3213.4 The Department may also initiate a civil action in the Superior Court of the District of Columbia to secure a temporary restraining order, preliminary injunction, or other relief necessary for enforcement of these rules.

## **3299 DEFINITIONS**

When used in this chapter or Title III of the Air Quality Amendment Act of 2014, the following words and phrases shall have the meaning as described:

**Affected** – in close proximity, likely impacted from the same source of water intrusion or moisture accumulation.

**Certified industrial hygienist** - an industrial hygienist who is certified by the American Board of Industrial Hygiene.

**Certified safety professional** - any individual who has been certified by the American Society of Engineers, American Board of Industrial Hygiene, or other nationally recognized health and safety industry organization, as determined by the Department.

**Conflict of interest** - because of other past, present, or future planned activities or relationships, the licensee is unable, or potentially unable, to render impartial services to the client.

**Containment** – a component or enclosure designed or intended to prevent the release of mold or mold-containing dust or materials into surrounding areas in the building during mold-related activities.

**Containment area** – an area that has been enclosed to prevent the release of mold or mold-containing dust or materials into surrounding areas.

**Department** – The Department of Energy and Environment or its successor agency.

**Dwelling Unit** – a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. The term “dwelling unit” does not include any room or group of rooms in a transient housing business or a dormitory.

**Emergency** – a situation in which water damage has occurred and a delay in mold remediation would allow indoor mold growth to increase.

**Final Status Report** – a document issued by an indoor mold assessment professional that includes:

- (a) A description of relevant worksite observations;
- (b) The type and location of relevant measurements made and samples collected at the worksite;
- (c) Relevant data obtained at the worksite, such as temperature,

humidity, and material moisture readings;

- (d) The results of analytical evaluation of the samples collected at the worksite;
- (e) Copies of relevant photographs; and
- (f) Any conclusions that the indoor mold assessment professional has drawn.

**Indoor mold assessment professional** – an individual who conducts mold assessment as defined in this section and who is licensed under this chapter as an indoor mold assessment professional.

**Indoor mold growth** – mold that exists on an interior surface of a building, including common spaces, utility spaces, HVAC, or other systems, and is visible.

**Indoor mold remediation professional** – an individual who conducts mold remediation as defined in this section and who is licensed under this chapter as an indoor mold remediation professional.

**License** – any license issued by the Department under this chapter.

**Licensee** – an individual licensed under this chapter to perform mold assessment or remediation.

**Mold** – living or dead fungi or related products or parts, including spores, hyphae, and mycotoxins.

**Mold analysis** – the examination of a sample collected during a mold assessment for the purpose of:

- (a) Determining the amount or presence of or identifying the genus or species of any living or dead mold or related parts (including spores and hyphae) present in the sample;
- (b) Growing or attempting to grow fungi for the purposes of paragraph (a); or
- (c) Identifying or determining the amount or presence of any fungal products, including but not limited to mycotoxins and microbial volatile organic compounds, present in the sample.

**Mold assessment** - an inspection, investigation, or survey, including by visual observation or other means, of a dwelling unit or other structure regarding

the presence, identification, or evaluation of mold that may include one or more of the following:

- (a) The development of a mold assessment report;
- (b) The development of a mold remediation protocol;
- (c) The development of a mold management plan; and
- (d) The collection or analysis of a mold sample(s).

**Mold assessment report** - a document prepared by an indoor mold assessment professional for a client that describes any observations made, measurements taken, and locations and analytical results of samples taken during a mold assessment. An assessment report can be either a stand-alone document or a part of a mold management plan or mold remediation protocol.

**Mold management plan** - a document prepared by an indoor mold assessment professional for a client that provides guidance on how to prevent and control indoor mold growth at a location.

**Mold professional** – indoor mold assessment and indoor mold remediation professionals.

**Mold-related activities** - the performance of a mold assessment, mold remediation, or related activities.

**Mold remediation** - the removal, cleaning, sanitizing, demolition, or other treatment, including preventive activities, of mold or mold-contaminated matter.

**Mold remediation protocol** - a document, prepared by an indoor mold assessment professional for a client, that:

- (a) Includes relevant photograph(s) of the scene of mold remediation prior to remediation;
- (b) Specifies the estimated quantities and locations of materials to be remediated; and
- (c) Specifies the proposed remediation methods and verification criteria for each type of remediation in each type of area for a mold remediation project.

**Mold remediation work plan** - a document, prepared by an indoor mold

remediation professional that fulfills all of the requirements of the mold remediation protocol and provides specific instructions or standard operating procedures for how a mold remediation project shall be performed.

**Person** - an individual, corporation, company, contractor, subcontractor, association, firm, partnership, joint stock company, foundation, institution, trust, society, union, District government entity, or any other association of individuals.

**Personal Protective Equipment** – items worn on an individual that limit their exposure to mold, including but not limited to gloves, goggles, respirators, and body suits.

**Preventive activities** - actions intended to prevent future indoor mold growth at a remediated area, including repairing leaks and other sources of water intrusion, and applying biocides or anti-microbial compounds.

**Professional engineer** - an engineer registered in a United States or Canadian jurisdiction.

**Professional registered sanitarian** - a sanitarian registered in a United States or Canadian jurisdiction, or by a Department-approved national organization.

**Project** - mold-related activities at a particular address for which a specific start date and a specific stop date is or will likely be provided.

**Registered Architect** - An architect registered in a United States or Canadian jurisdiction.

**Relevant field experience** - experience that involves:

- (a) For a mold indoor mold assessment professional: conducting microbial sampling or investigations; or
- (b) For a mold indoor mold remediation professional: mold remediation as defined in this section.

**Residential Property** - a building that contains one or more dwelling units, including common areas. Each street address constitutes a different residential property.

**Routine cleaning** - cleaning that is ordinarily done on a regular basis.

**Start date** - the date on which the mold remediation begins. Preparation work is not considered mold remediation.

**Stop date** - the date following the day on which an indoor mold assessment professional issues a verification report to the client and the applicable indoor mold remediation professional.

**Supervise or supervision** - to direct and exercise control over the activities of an individual by being physically present at the job site or, if not physically present, accessible by telephone within ten minutes and able to be at the site within one hour of being contacted.

**Survey** - an activity undertaken in a building to determine the presence or absence, location, or quantity of indoor mold or to determine the underlying condition(s) contributing to indoor mold growth, whether by visual or physical examination or by collecting samples of potential mold for further analysis.

**Transient housing business** - A business licensed, or required to be licensed under D.C. Official Code § 47-2828 and its implementing regulations, that provides or offers lodging for a consideration. Transient housing businesses include, but are not limited to, hotels, motels, inns, rooming houses, bed and breakfast establishments and boarding houses. A transient housing business also includes any building or part of a building that the owner also occupied where customers are provided with, or offered, lodging, for consideration for a period of less than thirty (30) consecutive days.

**Verification report** - a document that an indoor mold assessment professional issues when the indoor mold assessment professional determines that a project's remediation has been successful. The report includes:

- (a) A description of relevant worksite observations;
- (b) The type and location of relevant measurements made and samples collected at the worksite;
- (c) Relevant data obtained at the worksite, including but not limited to temperature, humidity, and material moisture readings;
- (d) The results of analytical evaluation of the samples collected at the worksite;
- (e) Copies of relevant photographs;
- (f) If necessary, recommendations of specific professional disciplines that may be needed to determine that the cause and origin of moisture leading to indoor mold growth has been properly

remediated;

- (g) If additional professional disciplines are recommended in paragraph (f), a statement that the project's verified completion is contingent upon said discipline(s) performing work that remediates the cause and origin of moisture leading to indoor mold growth;
- (h) An area for the indoor mold remediation professional that worked on the project to include his or her name, signature, company name, and license number, with language stating "I hereby certify that I completed mold remediation on this project"; and
- (i) Clear statements, based on the indoor mold assessment professional's observation, that:
  - (1) All project areas are free from visible mold, and visible dust and debris as they are related to the project;
  - (2) All work has been completed in compliance with the remediation protocol;
  - (3) All identified underlying causes of the mold have been remediated so that it is reasonably certain that the mold will not return from these same causes; and
  - (4) The project is verified as complete.

**Visible** - capable of being seen with the naked eye, either by a lay person following the guidelines in § 3206, or by an indoor mold assessment professional following the standards in this chapter and best industry practices.

# EVERYTHING YOU NEED TO KNOW ABOUT THE DISTRICT'S NEW MOLD LAW

## What is the new mold law?

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- The Air Quality Amendment Act of 2014 (Public Law No. 20-135) contains important new rights for tenants dealing with mold in residential units.

## When did the law become effective?

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- The law became effective on September 9, 2014. But portions of the law will not go into effect until the District Department of the Environment (DDOE) enacts regulations.

## What will the DDOE regulations cover?

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- DDOE regulations will (1) set a threshold level of indoor mold contamination that requires professional remediation; (2) establish scientific, objective methods for mold assessments; (3) establish minimum performance standards and work practices for mold remediation; and (4) establish guidelines for the removal of mold below the threshold. (§ 303(b))

## How is mold defined?

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- The law defines mold broadly as “living or dead fungi or related products or parts, including spores hyphae, and mycotoxins, on an interior surface of a building, including common spaces, utility spaces, HVAC, or other systems.” (§ 302(4))
- However, parts of the law are only triggered by a finding of “indoor mold contamination,” which is indoor mold at or above the threshold established by DDOE regulations. (§ 302(5))

## What portions of the law are effective immediately?

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- Licensing: Any person/business engaging in residential indoor mold assessment or remediation must be certified and licensed by DDOE. (§ 304(a)-(c))
- Owner inspection/remediation requirements:
  - A residential property owner who receives written or electronic notice from a tenant of indoor mold in the tenant’s unit or the common areas must inspect within 7 days, and must remove visible indoor mold within 30 days of the inspection unless a court orders a shorter timeframe. (§ 305(a)-(b))
  - This portion of the law is expressly not contingent on DDOE issuing regulations.
- Remedies:
  - A court ruling in favor of a tenant and finding a violation of the Housing or Property Maintenance Code based on a professional mold assessment, may order the owner to reimburse the tenant for the mold assessment costs and may award attorney’s fees and court costs. (§ 306(a)(2))



## EVERYTHING YOU NEED TO KNOW ABOUT THE DISTRICT'S NEW MOLD LAW

- DCRA may rely on a professional mold assessment to issue a notice of violation for a defective surface in violation of the Housing or Property Maintenance Code. (§ 306(b))
- Indoor Mold Assessment and Remediation Fund: Any excess licensing fees collected by DDOE (as well as any funds appropriated by the Council in the future) may be used for grants (1) to low-income tenants to pay for mold assessment when the owner does not remediate, or (2) to owners without financial means to pay for mold remediation. (§§ 304(d), 308)

### What portions of the law will be effective once DDOE sets a mold threshold?

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- Disclosure: A landlord's disclosures to prospective tenants (already required under the Rental Housing Act) must include information known or that should have been known about the presence of indoor mold at or above the DDOE threshold in the rental unit or common areas in the previous 3 years, unless the mold has been remediated by a licensed indoor mold remediation professional. (§ 301)
- Indoor mold below the DDOE threshold: When indoor mold is found below the DDOE threshold, the owner may remediate without a professional but must follow DDOE guidelines. (§ 305(b))
- Indoor mold above the DDOE threshold: When indoor mold is found above the DDOE threshold:
  - If the property owner knows or has reason to know, the owner must have the mold remediated by a licensed indoor mold remediation professional. (§ 305(c))
  - DDOE can require the owner to provide a remediation report from a licensed mold remediation professional to the tenant and to DDOE. (§ 303(b))
  - A professional mold assessment finding indoor mold contamination creates a rebuttable presumption that the owner violated the Housing or Property Maintenance Code, as long as the owner received written or electronic notice of the assessment. (§ 306(a)(1))
- Additional remedies: The court may award treble damages when (1) the tenant discovered the mold; (2) a professional mold assessment found mold above the DDOE threshold; (3) the owner received written or electronic notice of the assessment; (4) the owner did not remediate the mold within 60 days; and (5) the owner acted in bad faith. (§ 306(a)(2))

AN ACT  
**D.C. ACT 21-566**

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

**DECEMBER 7, 2016**

To amend the Rental Housing Act of 1985 to clarify that a housing provider is prohibited from circumventing the rent control law by imposing on a tenant any mandatory fee for services or facilities except as included in the maximum rent charged, to prohibit a housing provider from entering a rental unit without a reasonable purpose, at a reasonable time, with reasonable notice to the tenant, to require that a housing provider have an affirmative duty to mitigate damages due to a tenant's breach of a rental agreement, to clarify that a tenant in a month-to-month tenancy is never required to provide more than a 30-day notice of the tenant's intention to vacate the premises, to otherwise restrict the use of lease provisions that require a tenant to provide more than 30 days notice of a tenant's intention to vacate the premises, to stipulate that where the lease provision requires the tenant to secure the housing provider's consent before subletting the premises or where the lease is silent that it be based on reasonable rental guidelines to be furnished to the tenant upon request, to provide a tenant with damages when a housing provider places or causes to be placed a prohibited provision in a lease in bad faith, and to add certain tenant protections concerning issues arising from ordinary wear and tear of apartments and their furnishings; and to amend An Act To establish a code of law for the District of Columbia to clarify that a residential tenant is never required to provide more than a 30-day notice of the tenant's intention to vacate the premises.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Residential Lease Clarification Amendment Act of 2016".

Sec. 2. The Rental Housing Act of 1985, effective July 17, 1985 (D.C. Law 6-10; D.C. Code § 42-3501.01 *et seq.*), is amended as follows:

(a) The table of contents is amended as follows:

(1) Insert the phrase "Sec. 211a. Mandatory fees prohibited." after the phrase "Sec. 211. Services and Facilities."

(2) A new Title V-A is added to read as follows:

"TITLE V-A. OTHER HOUSING PROVIDER ACTIONS DURING TENANCIES

"Sec. 531. Access by housing provider to dwelling unit.

"Sec. 532. Housing provider duty to mitigate damages after breach of the rental agreement by tenant.

ENROLLED ORIGINAL

"Sec. 533. Notice of tenant's intent to vacate upon the expiration of an initial lease term.

"Sec. 534. Notice of tenant's intent to vacate after the expiration of the signed lease term, renewal or extension term.

"Sec. 535. Housing provider's consent before subletting."

(b) A new section 211a is added to read as follows:

"Sec. 211a. Mandatory fees prohibited.

"(a) A housing provider shall not impose on a tenant a mandatory fee for any service or facility that has not been approved pursuant to section 211 or section 215.

"(b) A housing provider who violates this section shall be liable to the tenant for treble damages pursuant to section 901(a)."

(c) Section 217 (D.C. Official Code § 42-3502.17) is amended by adding a new subsection (c) to read as follows:

"(c)(1) No housing provider shall withhold a security deposit for the replacement value of apartment items that are damaged due to ordinary wear and tear.

"(2) A covenant or promise by a tenant to leave, restore, surrender, or yield a leased premises in good repair does not obligate the tenant to make substantial repairs, replace obsolete materials, or fix other defects without negligence or fault on the tenant's part.

"(3) For the purposes of this subsection, the term "ordinary wear and tear" means deterioration that results from the intended use of a dwelling unit, including breakage or malfunction due to age or deteriorated condition. The term "ordinary wear and tear" does not include deterioration that results from negligence, carelessness, accident, or abuse of the unit, fixtures, equipment, or other tangible personal property by the tenant, immediate family member, or a guest."

(d) A new Title V-A is added to read as follows:

"TITLE V-A

"OTHER HOUSING PROVIDER ACTIONS DURING TENANCIES

"Sec. 531. Access by housing provider to dwelling unit.

"(a) For the purposes of this section, the term:

"(1) "Reasonable notice" means written notice provided to the tenant at least 48 hours before the time the housing provider wishes to enter the unit or a shorter period of time as agreed to by the tenant in writing. Written notice may include electronic communication, including email and mobile text messaging; provided, that if the tenant fails to furnish a written acknowledgement, the housing provider will provide a paper notice

"(2) "Reasonable purpose" means a purpose that is directly related to the housing provider's:

"(A) Duty to keep the entire property safe from damage;

"(B) Duty to inspect the premises;

"(C) Duty to make necessary or agreed repairs, decorations, alterations, renovations, or improvements;

"(D) Duty to supply necessary or agreed services and maintenance;

**ENROLLED ORIGINAL**

“(E) Need to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; or

“(F) Need to gain entry for work ordered by a governmental entity.

“(3) “Reasonable time” means a time between the hours of 9 a.m. and 5 p.m., and not on a Sunday or federal holiday, or at another time agreed upon by the tenant.

“(b)(1) Except in the event of an emergency for the protection or preservation of the premises, or for the protection and safety of the tenants or other persons, a housing provider may enter a rental unit during a tenancy only for a reasonable purpose, at a reasonable time, and after having provided the tenant with reasonable notice.

“(2) Upon a showing by the tenant that the housing provider has entered a unit in violation of this section, or has repeatedly made unreasonable demands for entry, any court of competent jurisdiction may enjoin the housing provider from that behavior and may assess appropriate damages against the housing provider for breach of the tenant’s right to quiet enjoyment of the premises.

“(3) Upon the allegation of a housing code violation by a tenant, a tenant may not unreasonably prevent the housing provider from accessing the unit for assessment and abatement of the alleged violation and must provide access to the unit within 48 hours of the written request by the housing provider for access.

“Sec. 532. Housing provider duty to mitigate damages after breach of the rental agreement by tenant.

“If a tenant refuses to take possession of a rental unit in bad faith, or vacates a rental unit before the end of a lease term, any actual damages the housing provider may be entitled to shall be subject to the duty of the housing provider to mitigate actual damages for breach of the rental agreement.

“Sec. 533. Notice of tenant’s intent to vacate upon the expiration of an initial lease term.

“Any provision that requires a tenant to provide more than a 30-day notice to the housing provider of the tenant’s intention to vacate the premises upon the expiration of an initial lease term shall be void and unenforceable, unless the lease explicitly states that the provision expires upon the expiration of the initial lease term, and that, unless the tenant agrees to sign a renewal lease of other than month-to-month, the tenant thereafter has the right to vacate the premises upon a 30-day notice for so long as the tenant remains a tenant from month-to-month.

“Sec. 534. Notice of tenant’s intent to vacate after the expiration of the signed lease term, renewal or extension term.

“(a) A residential tenancy from month-to-month may be terminated by a 30-day notice in writing only from the tenant to the housing provider of the tenant’s intention to quit. The notice shall expire on the first day of the first month at least 30 days after the date of the notice.

“(b) A housing provider shall not place or cause to be placed in a residential lease or rental agreement a requirement that the tenant provide more than a 30-day notice to the housing provider of the tenant’s intention to vacate the premises, unless the lease or agreement also requires the housing provider to provide the tenant with a written notice of any rent increase that is at least 15 days more than that time period.

**ENROLLED ORIGINAL**

**"Sec. 535. Housing provider's consent before subletting.**

**"A housing provider may, in its sole and absolute discretion, prohibit subletting of the premise or assigning a lease, either in part or in full; provided, that the prohibition is included in the lease. Where the lease provision allows subletting subject to the housing provider's reasonable consent or where the lease is silent regarding subletting, the housing provider may condition its consent on the prospective subtenant meeting all of the housing provider's reasonable rental qualification guidelines; provided, that the housing provider furnishes the guidelines to the tenant upon request."**

**(e) Section 901 (D.C. Official Code § 42-3509.01) is amended by adding a new subsection (a-1) to read as follows:**

**"(a-1) A housing provider found to have violated any provision of section 533, section 534, or section 535, or section 304 of Title 14 of the Housing Regulations of the District of Columbia, issued August 11, 1955 (C.C. 55-1503; 14 DCMR § 304), shall be liable to the tenant for treble damages if the housing provider is found to have acted in bad faith."**

**Sec. 3. Section 1219 of An Act To establish a code of law for the District of Columbia, approved March 3, 1901 (31 Stat. 1382; D.C. Official Code § 42-3202), is amended to read as follows:**

**"Sec. 1219. NOTICES TO QUIT. --**

**"(a) A commercial tenancy from month-to-month, or from quarter-to-quarter, may be terminated by a 30-day notice in writing from the housing provider to the tenant to quit, or by such a notice from the tenant to the housing provider of the tenant's intention to quit. The notice shall expire on the first day of the first month at least 30 days after the date of the notice.**

**"(b) A residential tenancy may be terminated by a 30-day notice in writing only from the tenant to the housing provider of the tenant's intention to quit. The notice shall expire on the first day of the first month at least 30 days after the date of the notice."**

**Sec. 4. Fiscal impact statement.**

**The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by section 4a of the General Legislative Procedures Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).**

**Sec. 5. Effective date.**

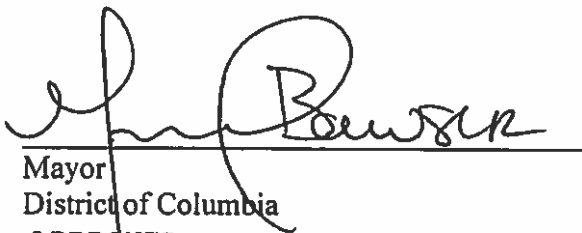
**This act shall take effect following approval by the Mayor (or in the event of veto by the Mayor, action by the Council to override the veto), a 30-day period of congressional review as**

**ENROLLED ORIGINAL**

provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.



Chairman  
Council of the District of Columbia



Mayor  
District of Columbia  
APPROVED  
December 7, 2016



**COUNCIL OF THE DISTRICT OF COLUMBIA  
WASHINGTON, D.C. 20004**

Docket No. **B21-420**

☒ ITEM ON CONSENT CALENDAR

☒ ACTION & DATE

**ADOPTED FIRST READING, 11/01/2016**

☒ VOICE VOTE

RECORDED VOTE ON REQUEST

**APPROVED**

ABSENT

☐ ROLL CALL VOTE - Result

(.....)

Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB
Chmn. Mendelson	X				Evans	X				Silverman	X			
Alexander				X	Grosso	X				Todd	X			
Allen	X				May	X				White	X			
Bonds	X				McDuffie	X								
Cheh	X				Nadeau	X								
X - Indicate Vote					AB - Absent					NV - Present, Not Voting				

CERTIFICATION RECORD

  
Secretary to the Council

11-21-16  
Date

☒ ITEM ON CONSENT CALENDAR

☒ ACTION & DATE

**ADOPTED FINAL READING, 11/15/2016**

☒ VOICE VOTE

RECORDED VOTE ON REQUEST

**APPROVED**

ABSENT

☐ ROLL CALL VOTE - Result

(.....)

Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB
Chmn. Mendelson	X				Evans	X				Silverman	X			
Alexander	X				Grosso	X				Todd	X			
Allen	X				May	X				White	X			
Bonds	X				McDuffie	X								
Cheh	X				Nadeau	X								
X - Indicate Vote					AB - Absent					NV - Present, Not Voting				

CERTIFICATION RECORD

  
Secretary to the Council

11-21-16  
Date

☐ ITEM ON CONSENT CALENDAR

☐ ACTION & DATE

☐ VOICE VOTE

RECORDED VOTE ON REQUEST

ABSENT

☐ ROLL CALL VOTE - Result

(.....)

Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB
Chmn. Mendelson					Evans					Silverman				
Alexander					Grosso					Todd				
Allen					May					White				
Bonds					McDuffie									
Cheh					Nadeau									
X - Indicate Vote					AB - Absent					NV - Present, Not Voting				

CERTIFICATION RECORD

Secretary to the Council

Date

## How to Request DCRA records

Records requests (including DCRA release) can be sent to:

April Wyke-Ransome | *Paralegal, OGC*

Department of Consumer and Regulatory Affairs

april.wyke-ransome@dc.gov | 1100 4th St SW, DC 20024

main: 202.442.4400 | desk: 202.442.8460

dcra.dc.gov

You can fill out the DCRA release (in the client documents section of the manual), without the signature, and attach a signed release for DCRA if you were unable to get your client to sign the DCRA specific release. Their signature on the other release for DCRA will suffice.

Updated 4.24.18





# Housing Inspection Records Release Form

*Please complete the form below in its entirety.*

Requestor First Name: \_\_\_\_\_ Requestor Last Name: \_\_\_\_\_

Relationship to Tenant/Owner: ☐ Attorney ☐ Self ☐ Agent Bar #: \_\_\_\_\_

Tenant First Name: \_\_\_\_\_ Tenant Last Name: \_\_\_\_\_  
*(Only complete the tenant name section if the name is different than requestor above.)*

Property Address Including Unit Number (If applicable): \_\_\_\_\_

Name of Requestor's Agency/Firm (If applicable): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Inspection(s) Date(s): \_\_\_\_\_

**Document(s) Requested:**

☐ Notices of Violation (NOV)

☐ Inspection Photographs

☐ Notices of Infraction (NOI)

☐ Inspection Activity Log

☐ Inspection Report

I, \_\_\_\_\_, authorize the Department of Consumer and Regulatory Affairs to release the above-referenced documents to \_\_\_\_\_ (Tenant/ Representative), collected during the course of the residential housing unit inspection as of the inspection date requested.

\_\_\_\_\_  
Tenant (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Requestor (Signature)

\_\_\_\_\_  
Date




**Department of Consumer and Regulatory Affairs**  
 Inspections and Compliance Administration  
 1100 4<sup>th</sup> Street, SW: 4<sup>th</sup> Floor: Washington DC 20024

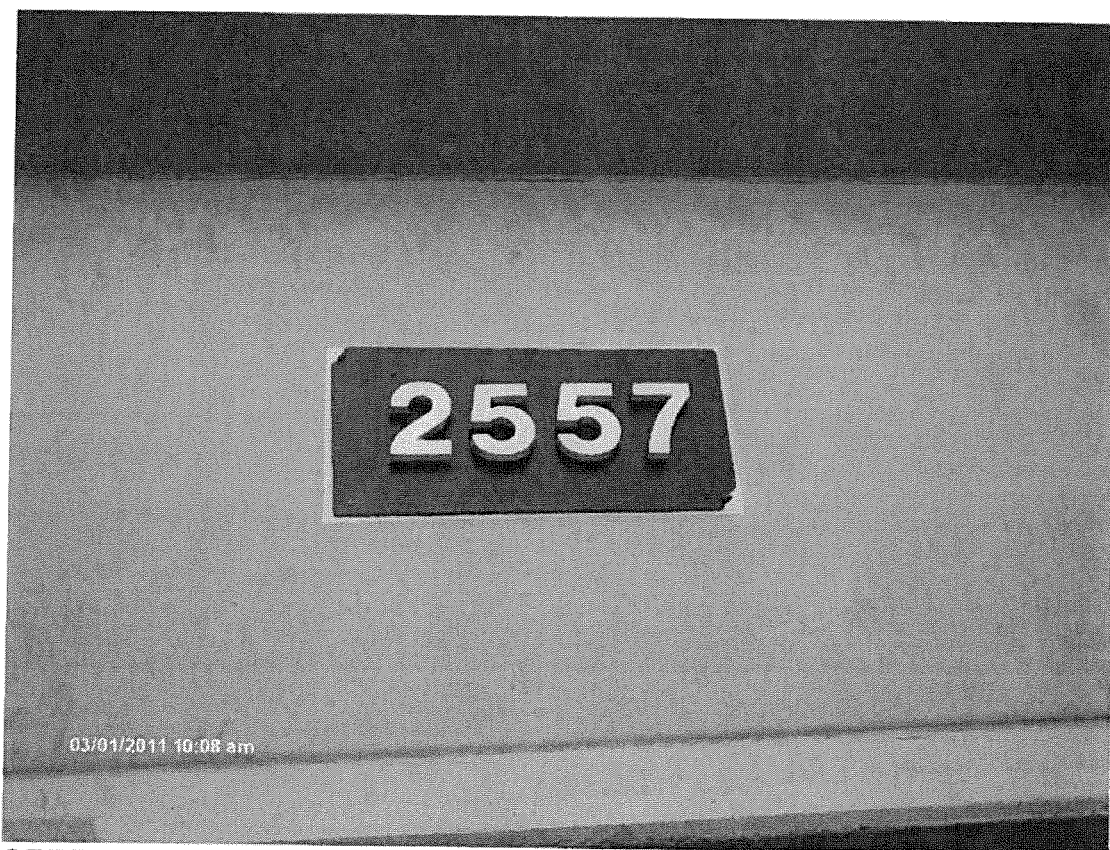
## Inspection Summary Report

Property Address & Unit Number				
Customer: Case				
Plaintiff:	Jenny M. Bernal(Counsel): 202-467-4900			
Site Representative: Defendant	Carolyn Smith (Building Management): 202-657-4582 Kristin McGough, (Counsel):202-657-5899			
Inspector name	Ferdinand Gamboa (202-439-3285): #2038			
Initial inspection Date/Time	March 1, 2011 @ 10:08 am.			
CAP id # / Permit # CRM1100834			2011	
Inspection type: (check below or list)	<input type="checkbox"/> Permit <input type="checkbox"/> Complaint <input type="checkbox"/> Emergency <input type="checkbox"/> Proactive <input type="checkbox"/> Vacant Property <input type="checkbox"/> BBL <input type="checkbox"/> Survey <input checked="" type="checkbox"/> Other : <b>Housing Condition-Court Case</b>			
Violation Code #	Violation Description	Correction period	Abated	Not Abated
	1.) Failure of the owner or licensee of a two-family or multiple dwelling to eliminate a vermin and/or rodent infestation by extermination (Infestation may be eliminated by trapping or baiting or both).			X
	2.) Failure of the owner or licensee of a two-family or multiple dwelling to eliminate an infestation of roaches, bed- bugs, lice, termites, fleas, flies or other type of vermin. Bugs infestation.			X
	3.) Repair hole(s) under Kitchen cabinets and under the Kitchen sink.			X
	4.) Repair hole under the vanity in the bathroom.			X
	5.) Failure to maintain a residential building in a ratproofed condition including, but not limited to, blocking all passages and openings through which rats may enter. <b>Seal the gap around the HVAC Unit in the HVAC closet room.</b>			X
	6.) Failure to provide or maintain a continuous supply of running hot water at a temperature of not less than 120 degrees Fahrenheit to meet all normal needs.			X
	7.) Failure to maintain a residential building in a ratproof condition through interior rat stoppage, harborage removal and cleanup to reduce or eliminate rat breeding places. <b>Remove or clean up mice feces behind the Kitchen stove.</b>			X
	8.) Remove or clean up an accumulation of debris, dirty filth, other			X

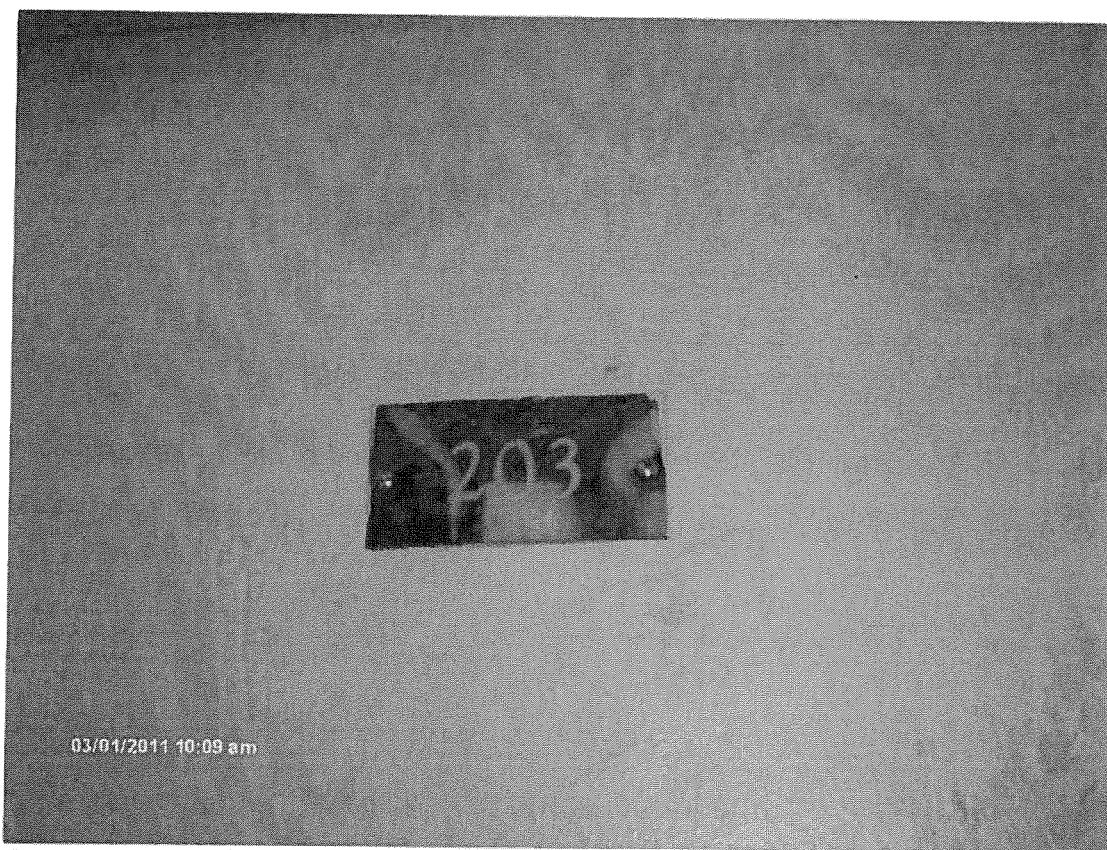
	unsanitary condition exists in the HVAC Unit closet room.			
	9.) Replace broken glass in the building entry door.			X
<b>DESIGNATE THIS PROPERTY AS BLIGHTED?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

This Inspection Summary Report was prepared in the regular course of business of DCRA and is maintained in the files of the Inspections and Compliance Administration. It accurately reflects the condition of the property on the date written above. The undersigned declares under penalty of perjury that the foregoing information is true to the best of my knowledge, information, and belief.

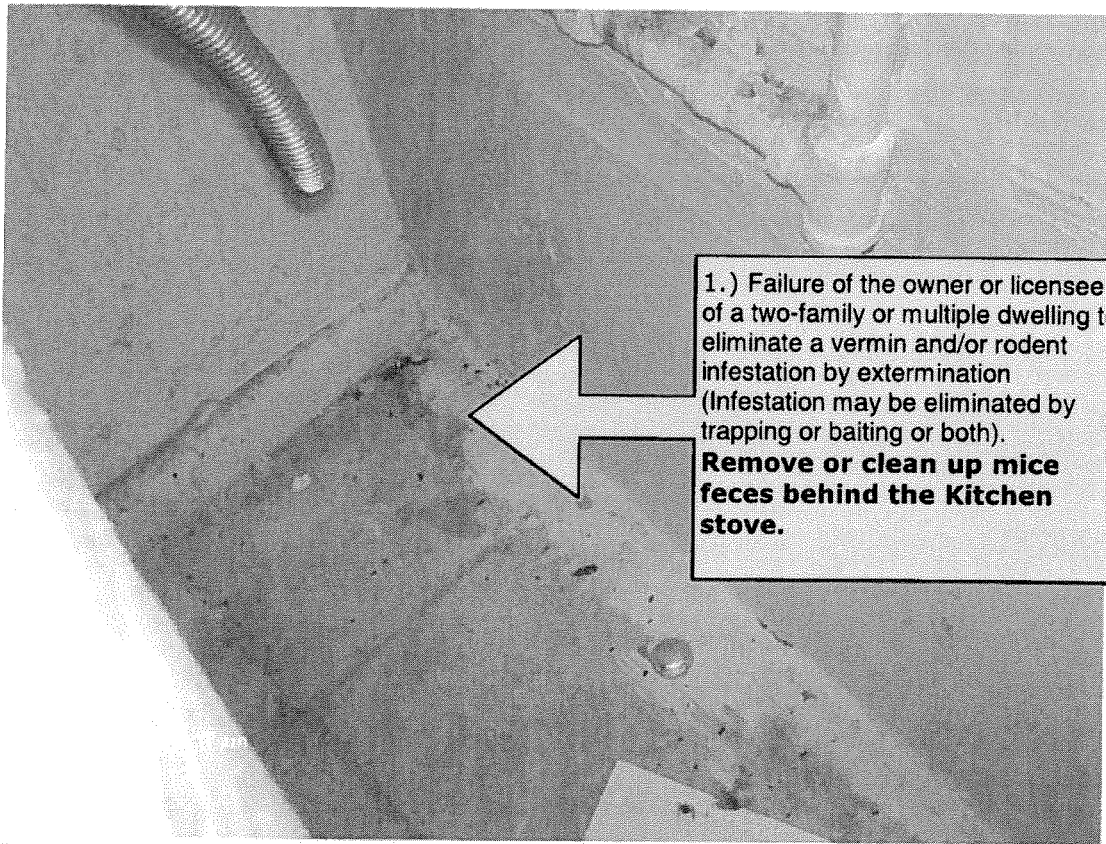
Inspector Signature:  Badge #: 2038 Date: March 1, 2011



**2557 ELVANS ROAD. NE, APT. # 203**



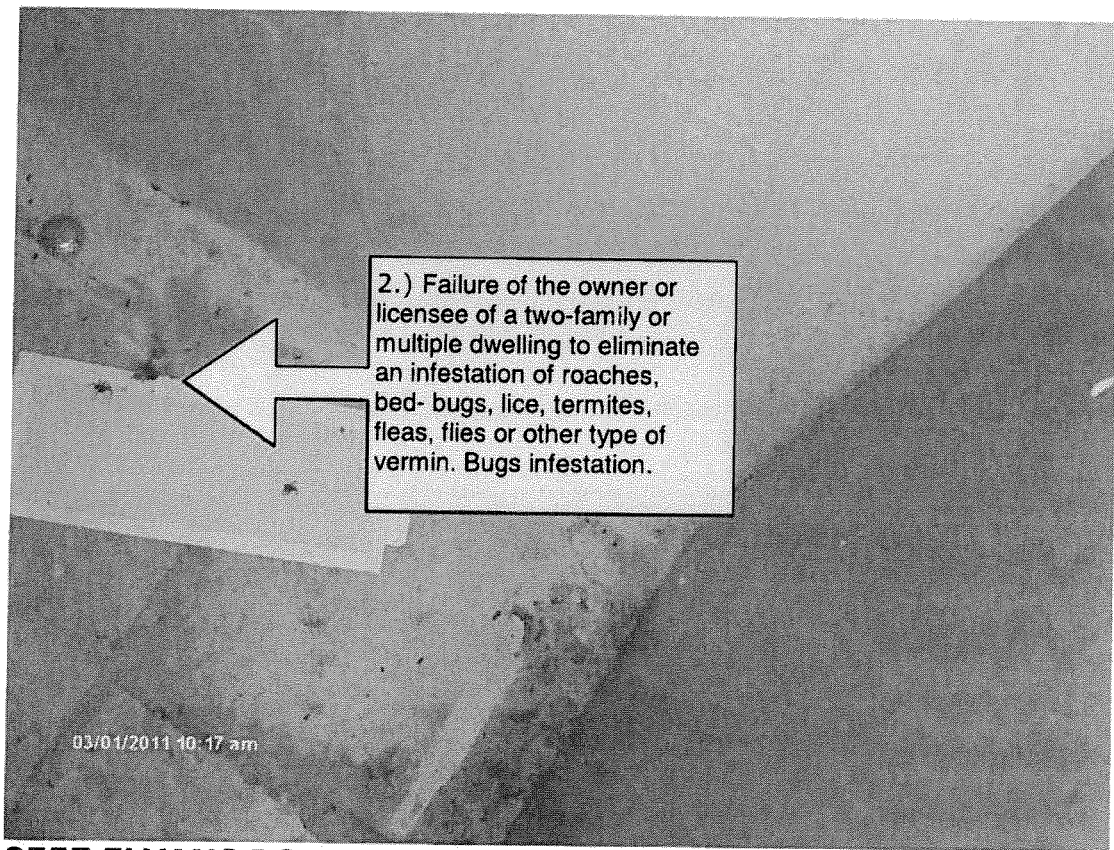
**2557 ELVANS ROAD. NE, APT. # 203**



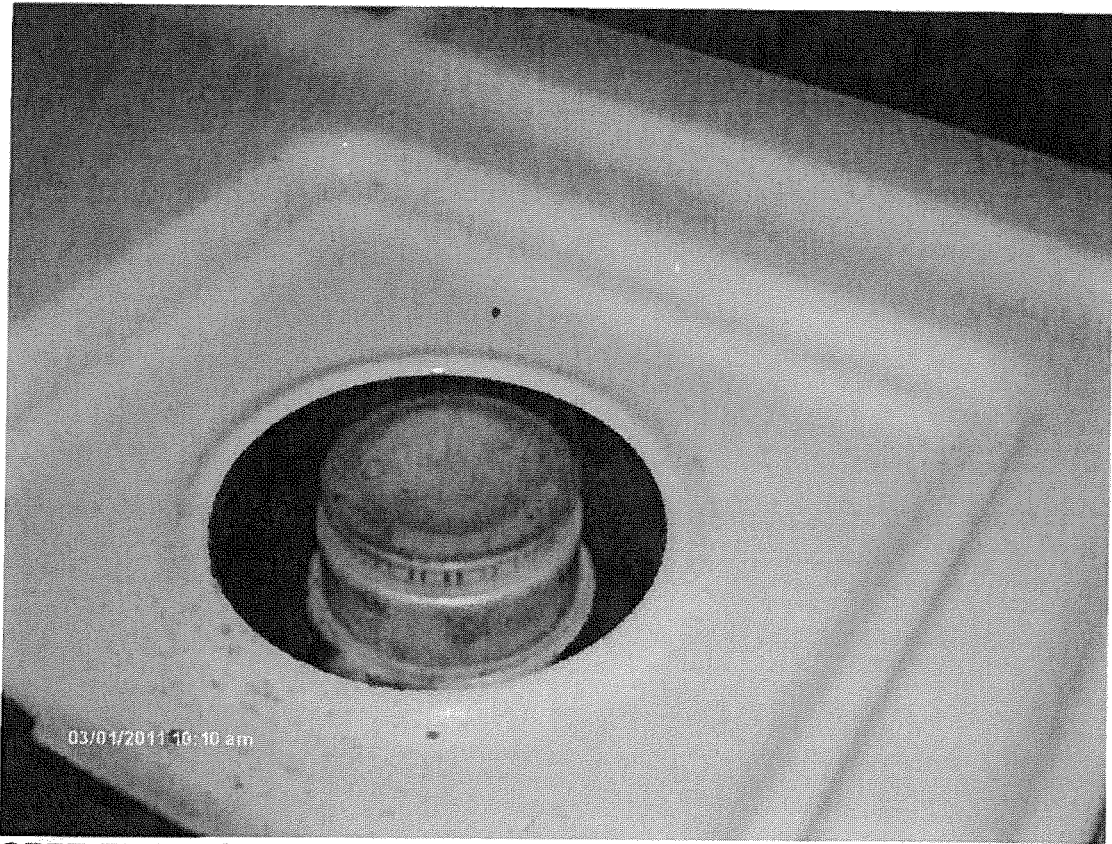
1.) Failure of the owner or licensee of a two-family or multiple dwelling to eliminate a vermin and/or rodent infestation by extermination (Infestation may be eliminated by trapping or baiting or both).  
**Remove or clean up mice feces behind the Kitchen stove.**

**2557 ELVANS ROAD. NE, APT. # 203**



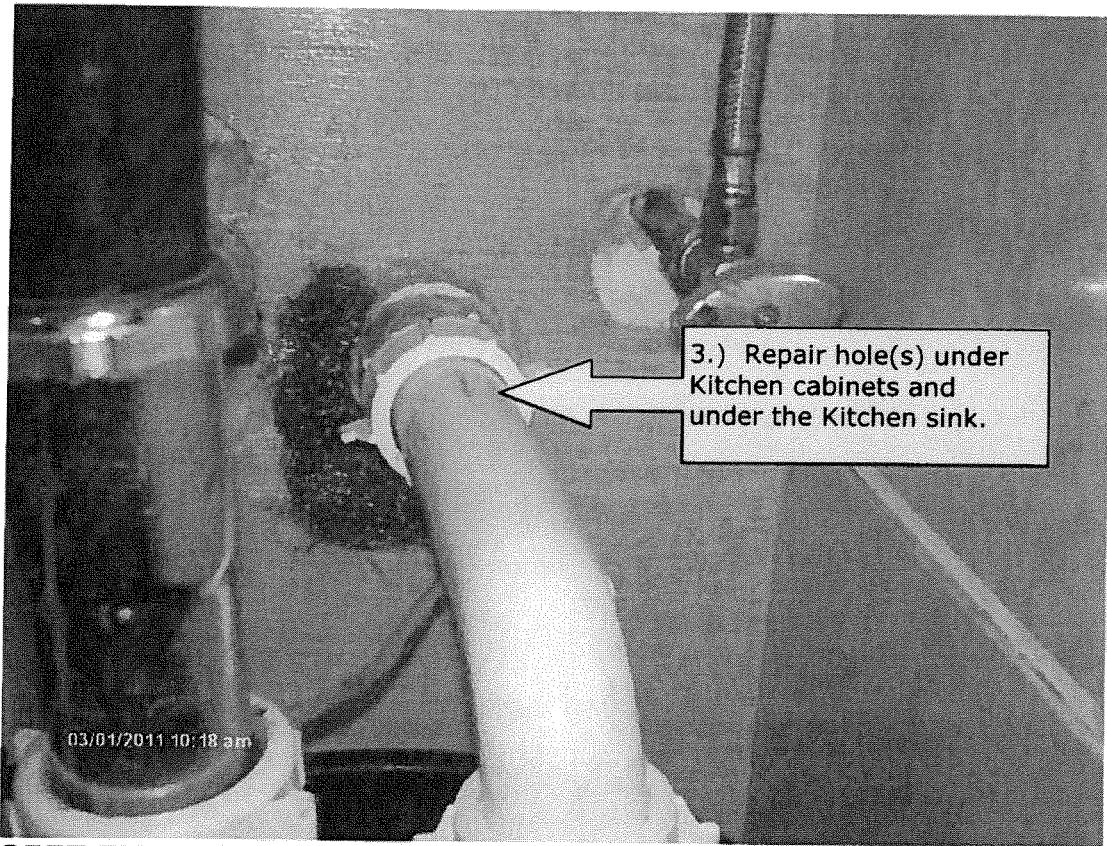


**2557 ELVANS ROAD. NE, APT. # 203**



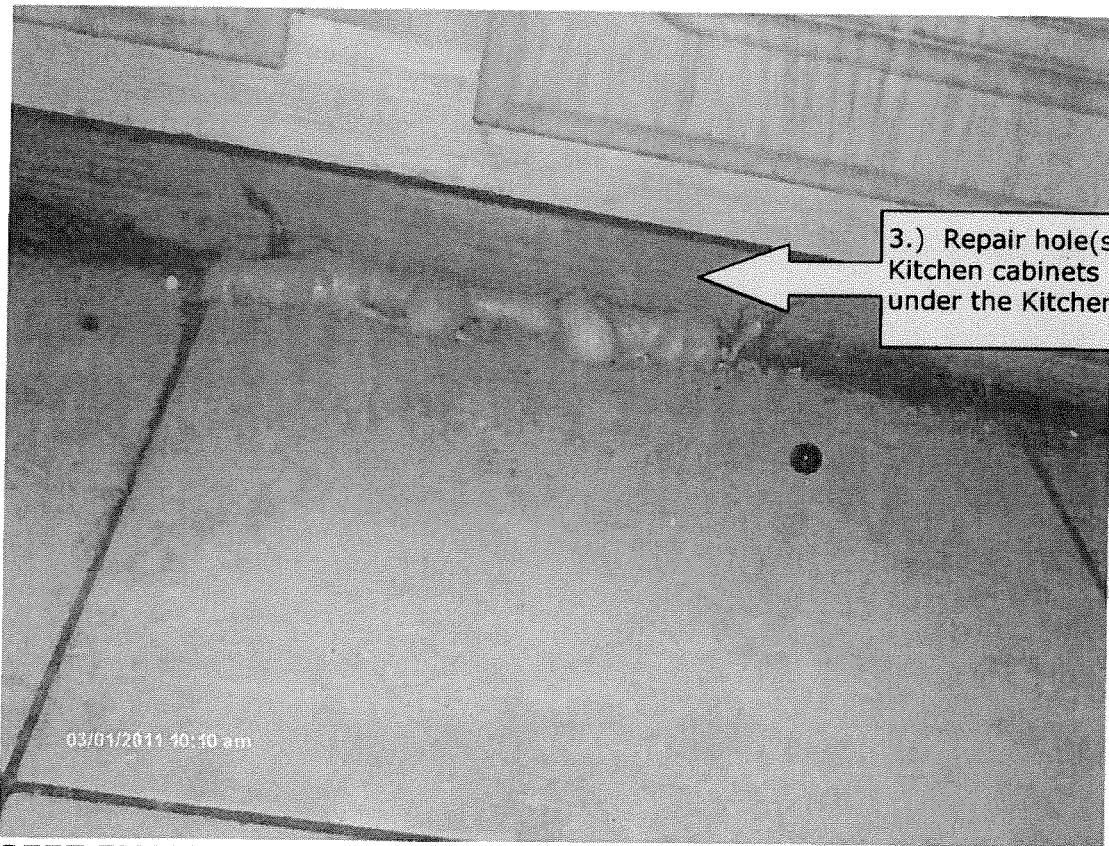
**2557 ELVANS ROAD. NE, APT. # 203**



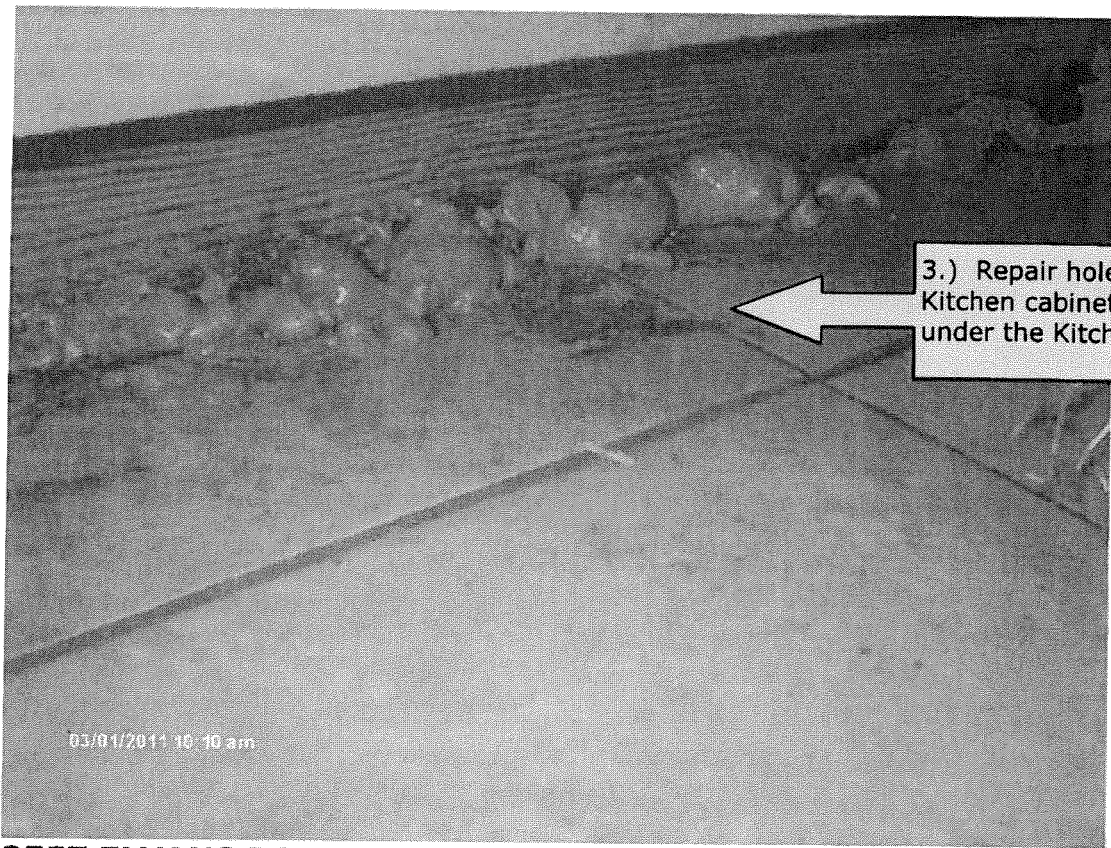


3.) Repair hole(s) under  
Kitchen cabinets and  
under the Kitchen sink.

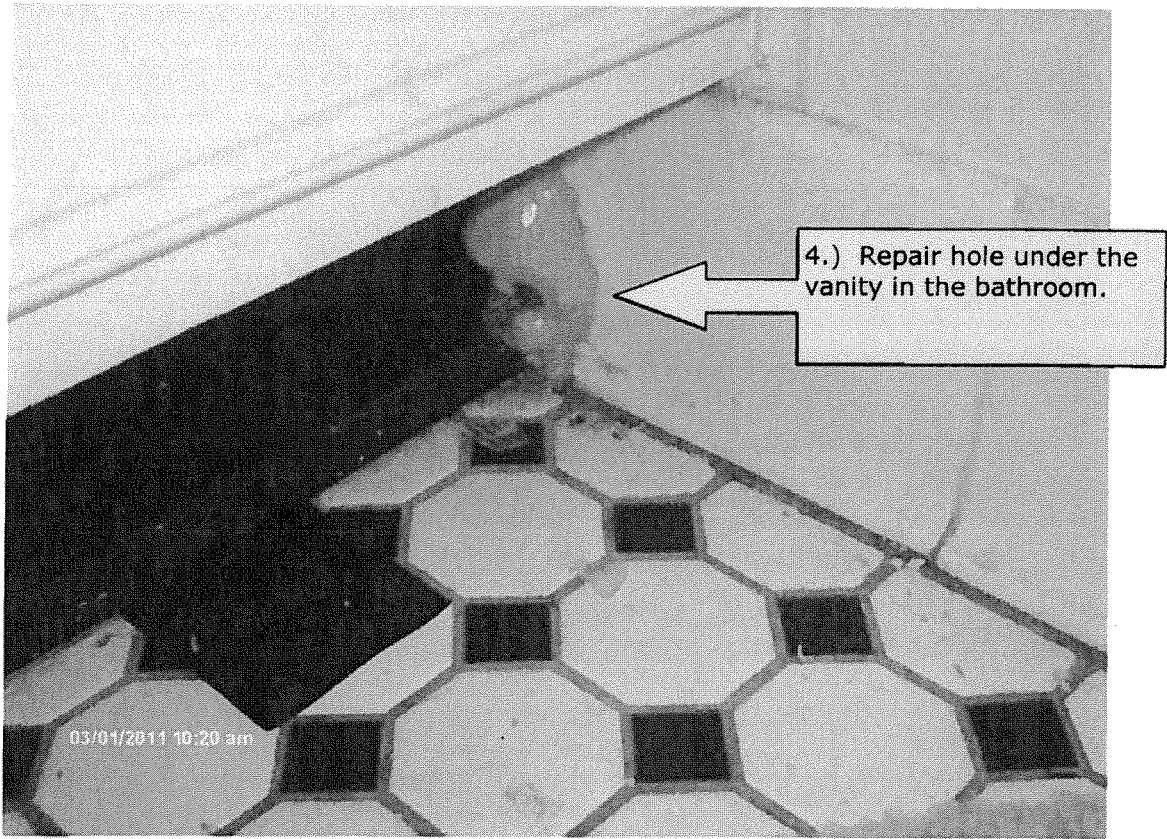
**2557 ELVANS ROAD. NE, APT. # 203**



**2557 ELVANS ROAD. NE, APT. # 203**

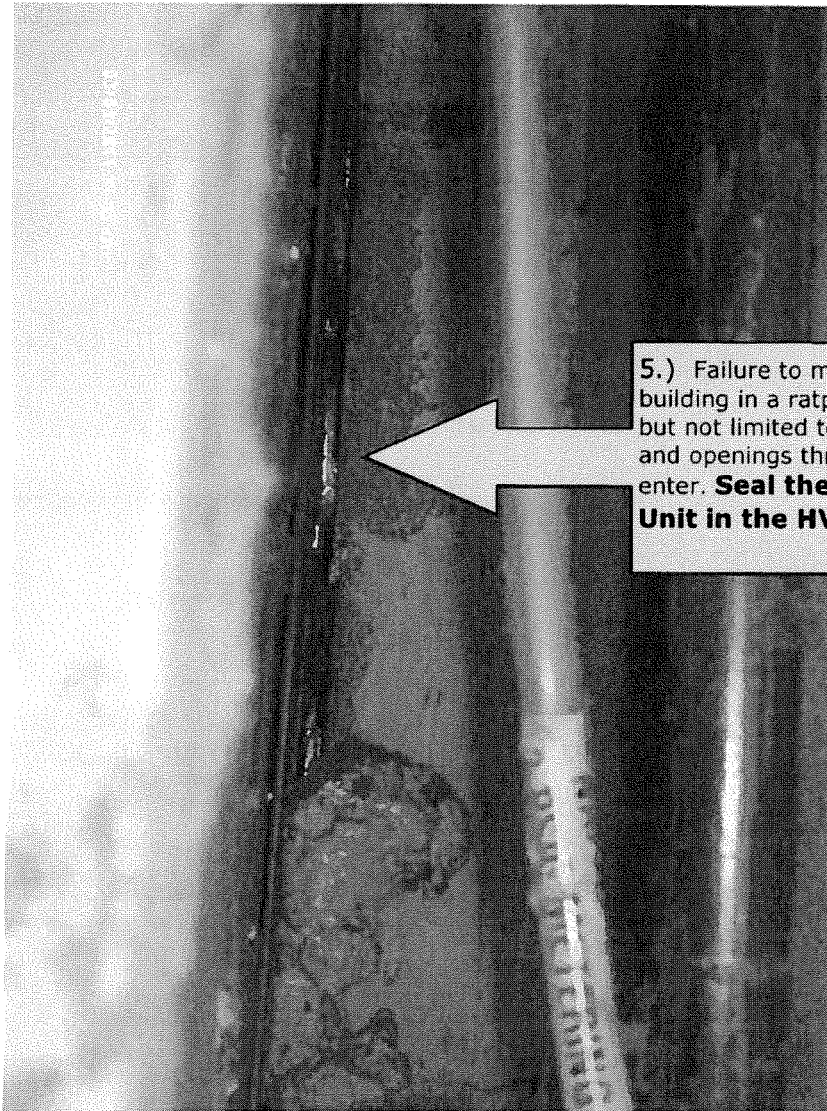


**2557 ELVANS ROAD. NE, APT. # 203**



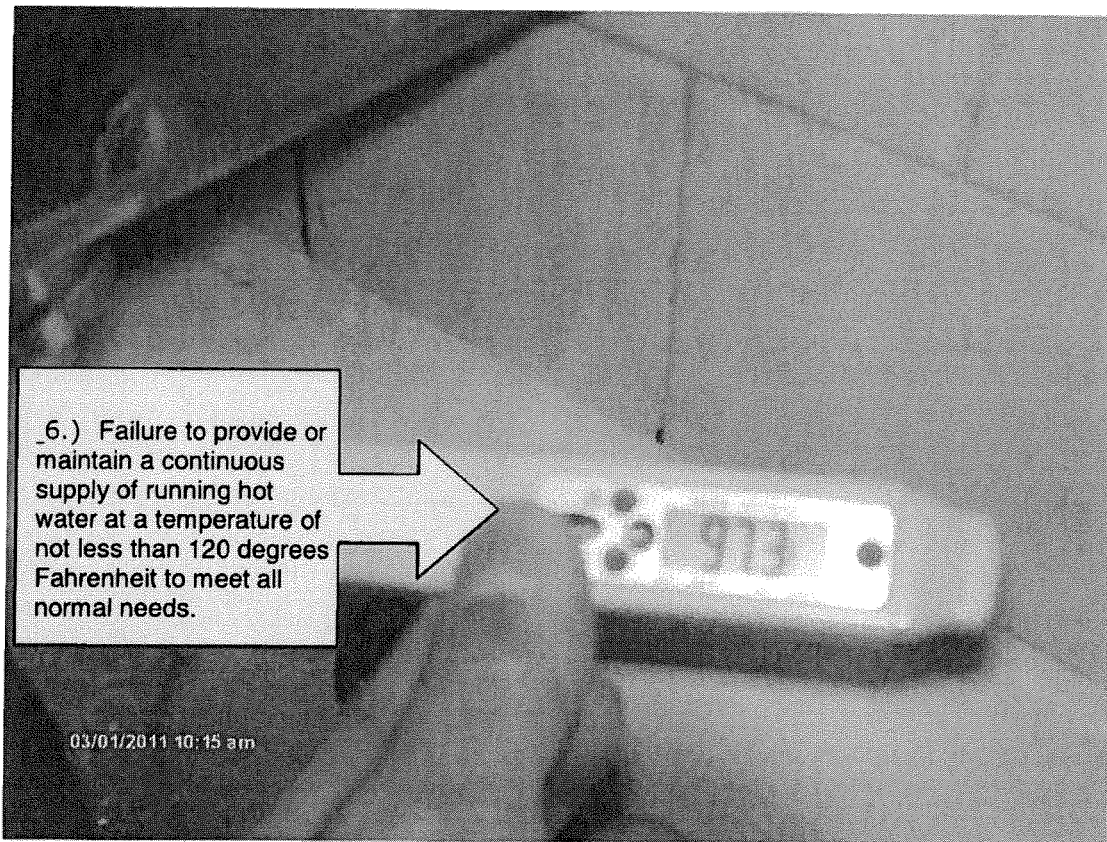
**2557 ELVANS ROAD. NE, APT. # 203**





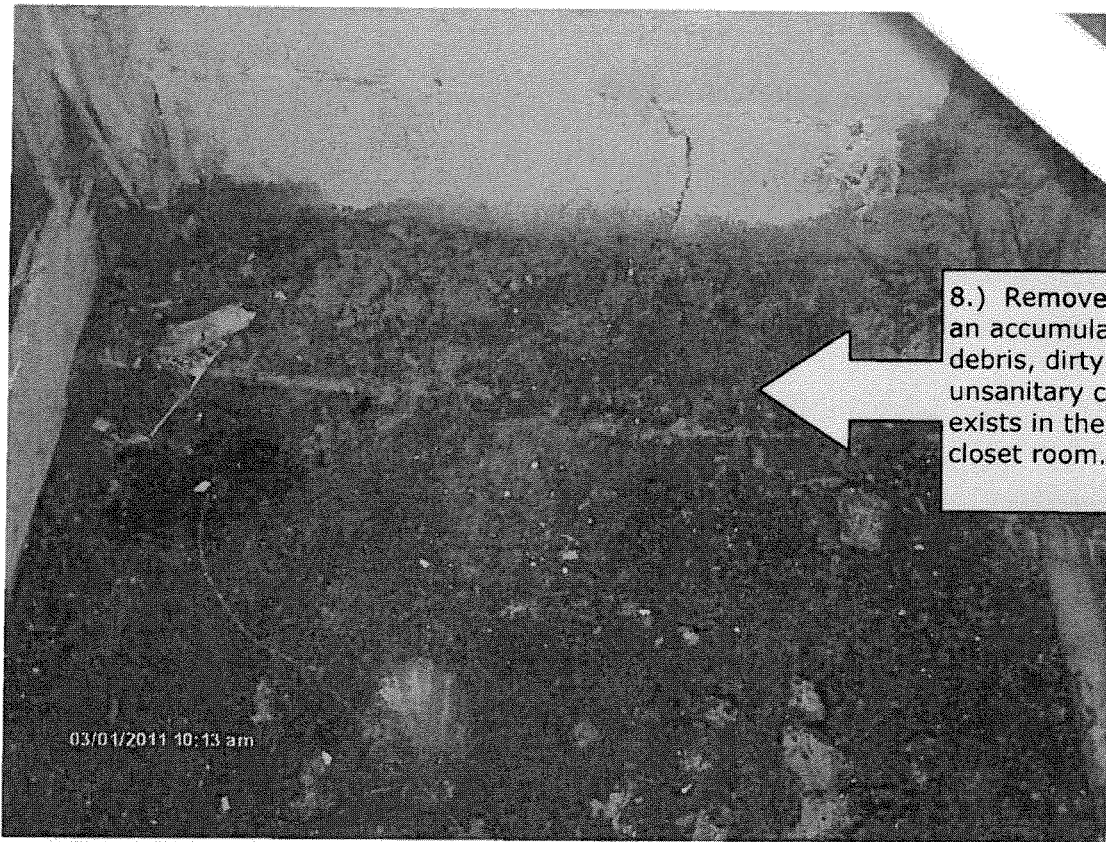
5.) Failure to maintain a residential building in a ratproofed condition including, but not limited to, blocking all passages and openings through which rats may enter. **Seal the gap around the HVAC Unit in the HVAC closet room.**

**2557 ELVANS ROAD. NE, APT. # 203**



**2557 ELVANS ROAD. NE, APT. # 203**

1.) Failure of the owner or licensee of a two-family or multiple dwelling to eliminate a vermin and/or rodent infestation by extermination (Infestation may be eliminated by trapping or baiting or both).



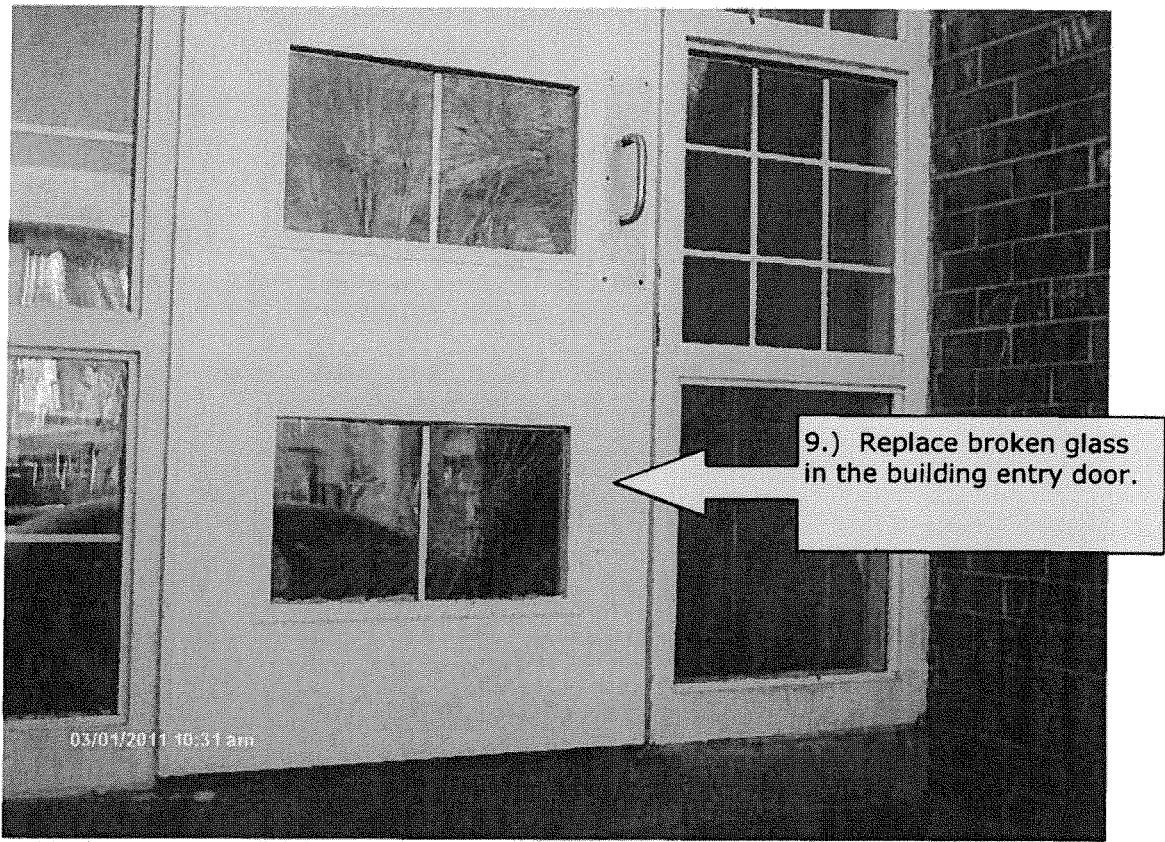
8.) Remove or clean up an accumulation of debris, dirty filth, other unsanitary condition exists in the HVAC Unit closet room.

**2557 ELVANS ROAD. NE, APT. # 203**



**2557 ELVANS ROAD. NE, APT. # 203**





**2557 ELVANS ROAD. NE, APT. # 203**

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
**Civil Division**

**ROLITA ROLLERSON,**

**Plaintiff,**

**v.**

**CASTLE MANAGEMENT CORP.,**

**Defendant.**

:  
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:  
:  
:  
:  
:  
:  
:  
:

**Civil No. 2010 CA 008473 H**  
**Calendar Number 16**  
**Judge Melvin R. Wright**

**ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFF'S**  
**MOTION TO REOPEN CASE AND FOR ENFORCEMENT**  
**OF SETTLEMENT AGREEMENT**

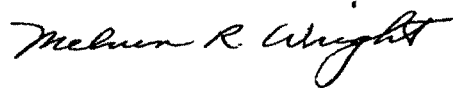
This matter comes before the Court upon Plaintiff Rolita Rollerson's Motion to Reopen Case and for Enforcement of Settlement Agreement. Plaintiff contends that despite the Settlement Agreement entered into by the parties on November 29, 2010, a pest infestation persists at the property located at 2557 Elvans Rd., SE, Apt. 203, Washington, DC 20020 (the "Property"). Because of Plaintiff's allegation that this Housing Code violation has not been abated by Defendant, this Court will reinstate Plaintiff's Complaint and set the matter for a status hearing. However, as to Plaintiff's Motion for Enforcement of the Settlement Agreement, this Court is not inclined to issue such an order at this time. Plaintiff herself concedes that Defendant has scheduled exterminations at the Property on two separate occasions (one on December 14, 2010 and one on January 25, 2011) and that those exterminations have been carried out. Although it may be true that Defendant is in violation of the Settlement Agreement, this Court cannot render a decision on that issue based solely on the allegations made in Plaintiff's Motion without holding a hearing. Therefore, upon consideration of Plaintiff's Motion, and the entire record herein, it is by the Court this Monday, February 14, 2011 hereby

**ORDERED**, that Plaintiff's Motion is **GRANTED IN PART AND DENIED IN PART**. The Motion is **GRANTED** to the extent that Plaintiff's Complaint will be **REINSTATED**; however, the Motion is **DENIED** as to Plaintiff's request for an Order enforcing the Settlement Agreement between the parties, and it is further;

**ORDERED**, that a Status Hearing will be held in this matter on March 14, 2011 at 10:00 a.m. in Courtroom 200, and it is further;

**ORDERED**, that Inspector Ferdinand Gamboa of the Department of Consumer and Regulatory Affairs will inspect the Property on March 1, 2011 between 10:00 a.m. and 12:00 p.m.

**SO ORDERED.**



---

Hon. Melvin R. Wright

Copies to:

Katherine Zeisel  
The Children's Law Center  
616 H St., NW  
Suite 300  
Washington, DC 20001  
*Counsel for Plaintiff*

Kristin L. McGough  
Coburn & Coffman PLLC  
1244 19<sup>th</sup> St., NW  
Washington, DC 20036  
*Counsel for Defendant*

## How to Request a REAC Report from HUD (updated 11.1.2018)

Submit a FOIA request to the HUD field office for the complex. You can also send the request to:

U.S. Department of Housing and Urban Development  
Freedom of Information Act Office  
451 7th Street, SW, Room 10139  
Washington, DC 20410-3000  
Facsimile: (202) 619-8365

The request just needs to be a brief request for the REAC report for a specific apartment complex. You must include a release. The identifying information for other tenants will be redacted on the report provided to you.

# Inspection Summary Report - 344530

## Participants:

<b>Management Agent</b> Community Management Solutions	Walton, Timothy	Phone: (202) 678-7100 Fax: (202) 889-3463 E-Mail Address: twalton@communitymgntsols.com	2549 Elvans Road 204 Washington, DC 20020
<b>Owner/PHA</b> Vista Ridge Limited Partnership	Kisha, Joseph	Phone: (202) 256-6977 Fax: (202) 889-3407 E-Mail Address: josephkisha@castlemgmt.com	3040 Stanton Rd Suite 101 Washington, DC 20020
<b>Regional Office Contact</b> Castle Management Corp	George, aneek	Phone: (202) 391-4282 Fax: () - E-Mail Address: aneek@castlemgmt.com	3040 Stanton Rd, SE suite 101 Washington, DC 20020
<b>Site Manager</b> Community Management Solutions	Rodríguez, Angel	Phone: (202) 486-4394 Fax: (202) 889-3447 E-Mail Address: arodriguez@communitymgntsols.co	3040 Stanton Rd SE Suite 2A Washington, DC 20020

## Buildings/Units:

No	Name/Type/Reason Uninspectable	Year built	# Units	Address
1	2402-2410 Elvans Mid/High Rise Apartments	1964	75	2402-10 ELVANS RD SE WASHINGTON DC 20020
	[REDACTED] 2 Bedroom	Occupied	No Keys	
	[REDACTED] 3 Bedroom	Occupied		
	[REDACTED] 2 Bedroom	Occupied		
	[REDACTED] 1 Bedroom	Not Occupied	Vacant	
	[REDACTED] 2 Bedroom	Occupied		
	[REDACTED] 3 Bedroom	Occupied		
2	2412-2420 Elvans Mid/High Rise Apartments	1964	63	2412-2420 ELVANS RD SE WASHINGTON DC 20020
	[REDACTED] 2 Bedroom	Occupied		
	[REDACTED] 3 Bedroom	Occupied		
	[REDACTED] 2 Bedroom	Occupied		
	[REDACTED] 3 Bedroom	Occupied	No Keys	
	[REDACTED] 2 Bedroom	Occupied		
3	2422-2424 Elvans Low Rise/Garden Apartment	1964	24	2422- 2424 ELVANS RD SE WASHINGTON DC 20020
	[REDACTED] 3 Bedroom	Occupied		
4	2500 Pomelroy Mid/High Rise Apartments	1964	14	2500 POMELRY RD SE WASHINGTON DC 20020
	[REDACTED] 2 Bedroom	Occupied		
6	2540-2542 Elvans Mid/High Rise Apartments	1964	28	2440-2442 ELVANS RD SE WASHINGTON DC 20020
	[REDACTED] 1 Bedroom	Occupied		
	[REDACTED] 1 Bedroom	Occupied		
7	2545-2549 Elvans Mid/High Rise Apartments	1964	42	2545-2549 ELVANS RD SE WASHINGTON DC 20020
<b>Comments:</b> #203 & 204 are non - revenue apts; rental office				
	545201 [REDACTED] 2 Bedroom	Occupied		

# Inspection Summary Report - 344530

8	2551-2557 Elvans Mid/High Rise Apartments	1964	54	2551-2557 ELVANS RD SE WASHINGTON DC 20020
	[REDACTED] 2 Bedroom	Occupied		
	[REDACTED] 1 Bedroom	Occupied		
	[REDACTED] >3 Bedrooms	Occupied		
	[REDACTED] 2 Bedroom	Occupied	No Keys	
	[REDACTED] 3 Bedroom	Occupied		
9	2514-2506 Pomelroy Mid/High Rise Apartments	1964	70	2502-2514 Pomelroy RD SE WASHINGTON DC 20020
	[REDACTED] >3 Bedrooms	Occupied		
	[REDACTED] 3 Bedroom	Occupied		
	[REDACTED] 2 Bedroom	Occupied		
	[REDACTED] 3 Bedroom	Occupied		
	[REDACTED] 2 Bedroom	Occupied	No Keys	
	[REDACTED] 3 Bedroom	Occupied		
	[REDACTED] 2 Bedroom	Occupied	No Keys	
10	2504 - 2502 Mid/High Rise Apartments	1968	28	2549 ELVANS RD SE SUITE 204 WASHINGTON DC 20020
	[REDACTED] 3 Bedroom	Occupied		
	[REDACTED] 2 Bedroom	Occupied		

## Inspectable Items:

Inspected Item	NO/OD	Observation	Severity	Location/Comments	Ded.
<b>Certificates</b>					
Fire Alarm	NO				
Lead Based Paint Inspection Report	NO				
Sprinkler System	NO				

<b>Site</b>					Possible Points: 18.6
Market Appeal	OD	Litter**	Level 2		2.2

<b>Building 1 - Building Exterior</b>					Possible Points: 3.5
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: bldg; Comments: steps	

<b>Building 1 - Common Areas</b>					Possible Points: 0.5
Closet/Utility/Mechanical	OD	Walls - Damaged/Deteriorated Trim**	Level 1		<0.05
FHEO - Accessible Outside Common Areas**	OD	Routes Obstructed or Inaccessible to Wheelchair**		Location: walkways; Comments: curbs	
Restrooms/Pool Structures	OD	Plumbing - Leaking Faucet/Pipes	Level 1		0.1

<b>Building 1 - Unit 404403</b>					Possible Points: 1.6
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# Inspection Summary Report - 344530

Bathroom	OD	Plumbing - Leaking Faucet/Pipes	Level 1		0.2
Ceiling	OD	Holes/Missing Tiles/Panels**	Level 3	Location: hvac closet; Comments: ceiling missing, attic visible > 4 sq ft	0.2
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.1

Building 1 - [REDACTED]					Possible Points: 1.6
Bathroom	OD	Lavatory Sink - Damaged/Missing**	Level 1		0.1
Ceiling	OD	Holes/Missing Tiles/Panels**	Level 3	Location: hvac closet; Comments: ceiling missing, attic visible > 4 sq ft	0.2
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 2		0.3

Building 1 - [REDACTED]					
Hazards	OD	Tripping (NLT)	Level 3	Location: patio; Comments: Coaxial TV cable across floor. Tripping hazard.	0.0
Infestation	OD	Insects (NLT)	Level 3	Location: kitchen; Comments: roach	0.6

Building 1 - [REDACTED]					Possible Points: 1.6
Bathroom	OD	Plumbing - Leaking Faucet/Pipes	Level 1		0.2
Doors	OD	Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bedroom closet; Comments: Significant door surface is damaged, door integrity is compromised	0.2
		Deteriorated/Missing Seals (Entry Only)**	Level 3	Location: Rear entry; Comments: Door seals are damaged, do not function as designed.	0.2
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 2		0.3
		Refrigerator - Missing/Damaged/Inoperable	Level 1		0.1
Walls	OD	Peeling/Needs Paint**	Level 1		<0.05

Building 1 - [REDACTED]					Possible Points: 1.6
Bathroom	OD	Plumbing - Clogged Drains	Level 1		0.3
Doors	OD	Damaged Hardware/Locks**	Level 1		<0.05
Electrical System	OD	GFI - Inoperable (NLT)	Level 3	Location: bathroom; Comments: inoperable	0.8
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 2		0.3
Walls	OD	Damaged**	Level 1		<0.05

Building 2 - Building Exterior					Possible Points: 2.9
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: bldg; Comments: steps	
Walls	OD	Missing Pieces/Holes/Spalling**	Level 2		0.6

Building 2 - Building Systems					Possible Points: 2.5
Fire Protection	OD	Missing Sprinkler Head** (NLT)	Level 3	Location: basement; Comments: missing eschuchion, does not function as designed.	2.5

Building 2 - Common Areas					Possible Points: 0.8
Basement/Garage/Carport	OD	Doors - Damaged Hardware/Locks**	Level 2		0.1
FHEO - Accessible Outside Common Areas**	OD	Routes Obstructed or Inaccessible to Wheelchair**		Location: walkways; Comments: curbs	
Halls/Corridors/Stairs	OD	Walls - Damaged/Deteriorated Trim**	Level 1		<0.05

# Inspection Summary Report - 344530

Laundry Room	OD	Walls - Damaged**	Level 1		0.1
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## Building 2 - Building Exterior - Health & Safety

Hazards	OD	Tripping (NLT)	Level 3	Location: living room; Comments: Coaxial TV cable across floor. Tripping hazard.	0.0
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## Building 2 - Possible Points: 1.6

Bathroom	OD	Lavatory Sink - Damaged/Missing**	Level 1		0.1
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.1

## Building 2 - Possible Points: 1.6

Doors	OD	Damaged Hardware/Locks**	Level 1		<0.05
		Missing Door	Level 1		0.1
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 2		0.3
		Refrigerator - Missing/Damaged/Inoperable	Level 1		0.1
Walls	OD	Damaged**	Level 1		<0.05

## Building 2 - Possible Points: 1.3

Electrical Hazards	OD	Exposed Wires/Open Panels** (LT)	Level 3	Location: kitchen; Comments: Electrical panel has gaps, exposed wires.	1.3
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## Building 2 - Possible Points: 1.6

Bathroom	OD	Lavatory Sink - Damaged/Missing**	Level 1		0.1
Ceiling	OD	Holes/Missing Tiles/Panels**	Level 3	Location: hvac; Comments: ceiling missing, attic visible > 4 sq ft	0.2
Doors	OD	Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bedroom; Comments: Significant door surface is damaged, door integrity is compromised	0.2
Smoke Detector	OD	Missing/Inoperable** (SD)	Level 3	Location: bedroom 2; Comments: inoperable	
Walls	OD	Damaged**	Level 1		<0.05

## Building 2 - Possible Points: 1.6

Bathroom	OD	Lavatory Sink - Damaged/Missing**	Level 1		0.1
Doors	OD	Damaged Hardware/Locks**	Level 1		<0.05
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bedroom; Comments: Significant door surface is damaged, door integrity is compromised	0.2
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 2		0.3
Smoke Detector	OD	Missing/Inoperable** (SD)	Level 3	Location: bedroom 2; Comments: inoperable	
Walls	OD	Damaged**	Level 1		<0.05

## Building 2 - Possible Points: 1.3

Electrical Hazards	OD	Exposed Wires/Open Panels** (LT)	Level 3	Location: kitchen; Comments: outlet cover missing exposed wires	1.3
Infestation	OD	Insects (NLT)	Level 3	Location: kitchen; Comments: roach	0.6

## Building 2 - Possible Points: 1.6

Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 2		0.3
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# Inspection Summary Report - 344530

Building 2 - Health & Safety					
Hazards	OD	Tripping (NLT)	Level 3	Location: living; Comments: Coaxial TV cable across floor. Tripping hazard.	0.0
Infestation	OD	Insects (NLT)	Level 3	Location: kitchen; Comments: roach	0.6

Building 3 - Building Exterior					Possible Points: 1.1
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: bldg; Comments: steps	

Building 3 -					Possible Points: 1.6
Bathroom	OD	Lavatory Sink - Damaged/Missing**	Level 1		0.1
Ceiling	OD	Peeling/Needs Paint**	Level 1		<0.05
Doors	OD	Damaged Hardware/Locks**	Level 1		<0.05
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bedroom 2; Comments: Door surface is damaged; area > 1 inch, door integrity is compromised	0.2
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.1

Building 4 - Building Exterior					Possible Points: 0.7
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: bldg; Comments: steps	

Building 4 - Common Areas					Possible Points: 0.4
FHEO - Accessible Outside Common Areas**	OD	Routes Obstructed or Inaccessible to Wheelchair**		Location: walkways; Comments: curbs	

Building 4 -					Possible Points: 1.5
Lighting	OD	Missing/Inoperable Fixture**	Level 1		<0.05
Smoke Detector	OD	Missing/Inoperable** (SD)	Level 3	Location: hallway; Comments: missing	

Building 6 - Building Exterior					Possible Points: 1.3
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: bldg; Comments: steps	

Building 6 - Common Areas					Possible Points: 0.4
Basement/Garage/Carport	OD	Floors - Peeling/Needs Paint**	Level 2		<0.05
FHEO - Accessible Outside Common Areas**	OD	Routes Obstructed or Inaccessible to Wheelchair**		Location: walkways; Comments: curbs	

Building 6 -					Possible Points: 1.6
Bathroom	OD	Lavatory Sink - Damaged/Missing**	Level 1		0.1

Building 6 -					Possible Points: 1.6
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1		0.1

Building 7 - Building Exterior					Possible Points: 2.0
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: bldg; Comments: steps	

# Inspection Summary Report - 344530

Building 7 - Common Areas					Possible Points:	1.1
Basement/Garage/Carport	OD	Ceiling - Holes/Missing Tiles/Panels/Cracks**	Level 2			0.2
		Walls - Peeling/Needs Paint**	Level 2			<0.05
		Windows - Cracked/Broken/Missing Panes	Level 1			0.1
FHEO - Accessible Outside Common Areas**	OD	Routes Obstructed or Inaccessible to Wheelchair**		Location: walkways; Comments: curbs		
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 3	Location: kitchen; Comments: stove inoperable, does not function as designed.		0.5
Office	OD	Ceiling - Holes/Missing Tiles/Panels/Cracks**	Level 2			0.2
		Doors - Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bathroom; Comments: Door surface is damaged; area > 1 inch, door integrity is compromised		0.2
		Doors - Missing Door	Level 1			0.1
		Outlets/Switches/Cover Plates - Missing/Broken	Level 1			0.1
		Smoke Detector - Missing/Inoperable** (SD)	Level 3	Location: basement security; Comments: inoperable		
		Windows - Inoperable/Not Lockable**	Level 1			0.1
		Windows - Security Bars Prevent Egress (LT)	Level 3	Location: office; Comments: Windows blocked by fixed security bars, no second egress		0.5
Other Community Spaces	OD	Floors - Peeling/Needs Paint**	Level 2			<0.05
		Walls - Peeling/Needs Paint**	Level 2			<0.05

Building 7 - Common Areas - Health & Safety						
Hazards	OD	Sharp Edges (NLT)	Level 3	Location: kitchen; Comments: Sharp edges, fan without guard.		0.5

Building 7 - [REDACTED]					Possible Points:	1.5
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1			0.1

Building 7 - [REDACTED]					Possible Points:	1.6
Bathroom	OD	Bathroom Cabinets - Damaged/Missing**	Level 1			0.1
		Lavatory Sink - Damaged/Missing**	Level 1			0.1
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 3	Location: kitchen; Comments: two burners inoperable		0.6

Building 7 - [REDACTED] Health & Safety						
Electrical Hazards	OD	Exposed Wires/Open Panels** (LT)	Level 3	Location: hvac closet; Comments: Cover missing from hvac air handler, exposed wires.		1.3

Building 8 - Building Exterior					Possible Points:	2.5
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: bldg; Comments: steps		
Walls	OD	Cracks/Gaps**	Level 2			0.8
		Missing/Damaged Caulking/Mortar	Level 1			0.2

Building 8 - Common Areas					Possible Points:	0.7
FHEO - Accessible Outside Common Areas**	OD	Routes Obstructed or Inaccessible to Wheelchair**		Location: walkways; Comments: curbs		

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Building 8 - [REDACTED]					Possible Points:	1.5
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1			0.1
Lighting	OD	Missing/Inoperable Fixture**	Level 1			<0.05
Smoke Detector	OD	Missing/Inoperable** (SD)	Level 3	Location: hallway; Comments: inoperable		

Building 8 - [REDACTED] Health & Safety						
Hazards	OD	Tripping (NLT)	Level 3	Location: living room; Comments: Coaxial TV cable across floor. Tripping hazard.'		0.0
Infestation	OD	Insects (NLT)	Level 3	Location: kitchen; Comments: roach		0.6

Building 8 - [REDACTED]					Possible Points:	1.5
Ceiling	OD	Water Stains/Water Damage/Mold/Mildew**	Level 1			<0.05

Building 8 - [REDACTED] Health & Safety						
Infestation	OD	Insects (NLT)	Level 3	Location: kitchen; Comments: roach		0.6

Building 8 - [REDACTED]					Possible Points:	1.6
Ceiling	OD	Water Stains/Water Damage/Mold/Mildew**	Level 1			<0.05
Doors	OD	Damaged Hardware/Locks**	Level 2			0.1
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bedroom; Comments: door damaged, hole > 1 inch.		0.2
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 3	Location: kitchen; Comments: stove burners inoperable		0.6
		Refrigerator - Missing/Damaged/Inoperable	Level 1			0.1
Laundry Area (Room)**	OD	Dryer Vent - Missing/Damaged/Inoperable**	Level 3	Location: dryer; Comments: unvented		0.1
Smoke Detector	OD	Missing/Inoperable** (SD)	Level 3	Location: hallway; Comments: inoperable		
Walls	OD	Damaged**	Level 2			0.1

Building 8 - [REDACTED]					Possible Points:	1.5
Bathroom	OD	Plumbing - Leaking Faucet/Pipes	Level 1			0.2
Ceiling	OD	Peeling/Needs Paint**	Level 1			<0.05
Electrical System	OD	GFI - Inoperable (NLT)	Level 3	Location: kitchen,bathroom; Comments: inoperable		0.8
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 2			0.3
Walls	OD	Damaged**	Level 1			<0.05

Building 8 - [REDACTED] Health & Safety						
Hazards	OD	Tripping (NLT)	Level 3	Location: bedroom 3; Comments: Coaxial TV cable across floor. Tripping hazard.'		0.0

Building 9 - Building Exterior					Possible Points:	3.3
FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: bldg; Comments: steps		
Walls	OD	Cracks/Gaps**	Level 2			1.1

Building 9 - Common Areas					Possible Points:	0.4
FHEO - Accessible Outside Common Areas**	OD	Routes Obstructed or Inaccessible to Wheelchair**		Location: walkways; Comments: curbs		

# Inspection Summary Report - 344530

Building 9 - [REDACTED]					Possible Points:	1.5
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 1			0.1
		Refrigerator - Missing/Damaged/Inoperable	Level 1			0.1
Walls	OD	Damaged**	Level 1			<0.05

Building 9 - [REDACTED] Health & Safety					
Emergency/Fire Exits	OD	Emergency/Fire Exits Blocked/Unusable (LT)	Level 3	Location: bedroom 1, 3; Comments: Window is blocked by furniture, no second egress.	1.3

Building 9 - Unit 506304					Possible Points:	1.5
Ceiling	OD	Holes/Missing Tiles/Panels**	Level 2			0.1
Doors	OD	Damaged Hardware/Locks**	Level 1			<0.05
Kitchen	OD	Refrigerator - Missing/Damaged/Inoperable	Level 1			0.1
Walls	OD	Damaged**	Level 1			<0.05

Building 9 - [REDACTED] Health & Safety					
Hazards	OD	Tripping (NLT)	Level 3	Location: hallway; Comments: Coaxial TV cable across floor. Tripping hazard.	0.0

Building 9 - [REDACTED]					Possible Points:	1.6
Doors	OD	Damaged Hardware/Locks**	Level 1			<0.05
		Damaged Surface - Holes/Paint/Rusting/Glass**	Level 3	Location: bedroom; Comments: door damaged, hole > 1 inch.		0.2

Building 9 - [REDACTED]					Possible Points:	1.6
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 2			0.3
		Refrigerator - Missing/Damaged/Inoperable	Level 1			0.1
Smoke Detector	OD	Missing/Inoperable** (SD)	Level 3	Location: hallway; Comments: inoperable		

Building 9 - [REDACTED] Health & Safety					
Hazards	OD	Tripping (NLT)	Level 3	Location: living; Comments: Coaxial TV cable across floor. Tripping hazard	0.0
Infestation	OD	Insects (NLT)	Level 3	Location: hallway; Comments: roach	0.6

Building 9 - [REDACTED]					Possible Points:	1.5
Bathroom	OD	Plumbing - Leaking Faucet/Pipes	Level 1			0.2
Doors	OD	Damaged Hardware/Locks**	Level 3	Location: bathroom; Comments: lock inoperable		0.2
		Missing Door	Level 1			0.1
Outlets/Switches	OD	Missing/Broken Cover Plates	Level 1			<0.05
Smoke Detector	OD	Missing/Inoperable** (SD)	Level 3	Location: hallway; Comments: inoperable		
Walls	OD	Damaged**	Level 1			<0.05
		Damaged/Deteriorated Trim**	Level 2			<0.05

Building 9 - Unit 510302 - Health & Safety					
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Hazards	OD	Tripping (NLT)	Level 3	Location: living; Comments: Coaxial TV cable across floor. Tripping hazard.'	0.0
Infestation	OD	Insects (NLT)	Level 3	Location: kitchen; Comments: roach	0.6

## Building 10 - Building Exterior Possible Points: 1.3

FHEO - Accessibility to Main Floor Entrance**	OD	Obstructed or Missing Accessibility Route**		Location: bldg; Comments: steps	
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## Building 10 - Common Areas Possible Points: 1.2

FHEO - Accessible Outside Common Areas**	OD	Routes Obstructed or Inaccessible to Wheelchair**		Location: walkways; Comments: steps	
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## Building 10 - [REDACTED] Possible Points: 1.5

Ceiling	OD	Holes/Missing Tiles/Panels**	Level 1		0.1
Doors	OD	Damaged Hardware/Locks**	Level 3	Location: bathroom; Comments: Door lock is inoperable. Does not function as designed.	0.2
Kitchen	OD	Range/Stove - Missing/Damaged/Inoperable**	Level 3	Location: range; Comments: two burners inoperable	0.6
Smoke Detector	OD	Missing/Inoperable** (SD)	Level 3	Location: hallway; Comments: missing	

NOTE: Score for any given building or unit can not be negative (if deductions are greater than possible points, the score is set to zero)

# Inspection Summary Report - 344530

## Inspection Change Summary

### Score Change Summary

Date of Score	Site			Bldg Ext			Bldg Sys			CA			Units			Overall			Final
	PP	AP	HS	PP	AP	HS	PP	AP	HS	PP	AP	HS	PP	AP	HS	PP	AP	HS	
06/04/2010	8.6	6.4	0.0	8.6	5.9	0.0	5.9	5.9	2.5	6.3	4.8	0.0	0.7	9.3	9.0	100.0	82.2	11.5	71 c*
Original Score	8.6	0.3	0.0	8.6	9.2	0.0	5.9	5.9	5.5	6.3	4.4	0.0	0.7	8.2	8.9	100.0	68.0	14.4	54 c*

Note: PP - Possible Points, AP - Area Points, HS - Health and Safety Deduction, IR - Inspection Review.

### Item/Defect Change Summary

Date of Change	Area	Item	NO/OD	Observation	Severity
06/04/2010	Site	Grounds	OD	Erosion/Rutting Areas**	Level 2
06/04/2010	Site	Grounds	OD	Overgrown/Penetrating Vegetation	Level 2
06/04/2010		Doors	OD	Deteriorated/Missing Caulking/Seals**	Level 3
06/04/2010		Roofs	OD	Missing/Damaged Shingles**	Level 1
06/04/2010		Basement/Garage/Carport	OD	Doors - Damaged Hardware/Locks**	Level 3
06/04/2010		Halls/Corridors/Stairs	OD	Windows - Cracked/Broken/Missing Panes	Level 1
06/04/2010		Electrical Hazards	OD	Exposed Wires/Open Panels** (LT)	Level 3
06/04/2010		Doors	OD	Deteriorated/Missing Caulking/Seals**	Level 3
06/04/2010		Doors	OD	Damaged Hardware/Locks**	Level 3
06/04/2010		Windows	OD	Cracked/Broken/Missing Panes	Level 1
06/04/2010		Doors	OD	Damaged Hardware/Locks**	Level 3
06/04/2010		Windows	OD	Cracked/Broken/Missing Panes	Level 1
06/04/2010		Doors	OD	Damaged Hardware/Locks**	Level 3
06/04/2010		Windows	OD	Broken/Missing/Cracked Panes	Level 1
06/04/2010		Windows	OD	Damaged Sills/Frames/Lintels/Trim**	Level 2
06/04/2010		Windows	OD	Cracked/Broken/Missing Panes	Level 1
06/04/2010		Windows	OD	Inoperable/Not Lockable**	Level 1
06/04/2010		Doors	OD	Deteriorated/Missing Seals (Entry Only)**	Level 3



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Date of Change	Area	Item	NO/OD	Observation	Severity
06/04/2010	[REDACTED]	Roofs	OD	Missing/Damaged Shingles**	Level 1
06/04/2010		Windows	OD	Broken/Missing/Cracked Panes	Level 1
06/04/2010		Roofs	OD	Missing/Damaged Components from Downspout/Gutter**	Level 1
06/04/2010		Doors	OD	Damaged Hardware/Locks**	Level 3
06/04/2010		Windows	OD	Missing/Deteriorated Caulking/Seals/Glazing Compound**	Level 3

Note: Records of earliest date are original.  
Current inspection data can be found in main report.

# Inspection Summary Report - 344530

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## PHYSICAL INSPECTION SUMMARY REPORT

The Inspection Summary Report is designed to achieve two objectives:

1. Provide the Public Housing Agency or owner and/or owner agent (POA) with the background information, *i.e. addresses, phone numbers, building names, etc.*, collected during the property inspection.
2. Provide the POA the results of the REAC physical inspection of a specific property.

The items below describe the information provided in the Inspection Summary Report.

Inspection Number: The inspection number is unique for each property inspection conducted by REAC. Each time a property is inspected by REAC, a new inspection number is used. These unique numbers may be used to communicate with REAC on any matter concerning a particular inspection.

Property Information: Information related to a property is provided:

- property identification number (in parentheses) - a unique number in HUD databases
- property name
- status as a scattered site (Yes/No)
- relevant addresses, phone numbers, fax numbers, and e-mail addresses for the property

Each of these should be checked carefully for accuracy. *All discrepancies should be reported to the REAC Technical Assistance Center (TAC) at 1-888-245-4860.*

Building Unit Count: The total number of buildings and units on the property are given, along with the number of buildings and units actually inspected by REAC

Scores: An overall numerical score is given as a value from zero to 100. Separate numerical scores are also given for each of five areas:

- site
- building exterior
- building systems
- common areas
- units

The five area scores range from zero to the maximum number of points possible for each area. The possible points for a given area are determined for a specific property based on the inspectable items actually present in each area. The sum of the area points identifies what the overall score would be if there were no health & safety (H&S) deficiencies. The overall numerical score is then calculated by subtracting the sum of deductions for H&S deficiencies from the sum of the individual "area points."

Examples of overall scores are: 95c; 67b\*; 84a\*; 100b; 78a; and 43c\*. The asterisk indicates that H&S deficiencies were found with respect to smoke detectors. The lower-case letter indicates whether or not other kinds of H&S deficiencies were observed, as follows:



# Inspection Summary Report - 344530

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· The letter "a" is given if no health and safety deficiencies were observed other than for smoke detectors.

- The lower-case letter "b" is given if one or more non-life threatening H&S deficiencies, but no exigent/fire safety H&S deficiencies were observed other than for smoke detectors.
- The lower-case letter "c" is given if one or more exigent/fire safety (calling for immediate attention or remedy) H&S deficiencies were observed.

Although all H&S deficiencies, except for smoke detector problems and "other" hazards, affect the scores with appropriate deductions, the letter grades are added to highlight the serious nature of H&S deficiencies, all of which need to be addressed by the POA.

Health and Safety Counts: In addition to the counts of actual H&S deficiencies observed in the inspected buildings and units, the *estimated* number of H&S deficiencies that would have been found had all buildings and units been inspected is also given. This projected count gives a sense of the total H&S problem for the inspected property. The projection is calculated by dividing the counts actually observed in buildings or units by the proportion of buildings or units inspected. The percent of buildings and units inspected is additionally given to show the basis for the calculations.

Systemic Deficiencies: Defects observed in at least half of the inspected units or buildings are listed by whether or not they are repairs generally requiring large cash outlays ("Capital" items) or generally requiring smaller cash outlays ("Ordinary" items).

Participants & Buildings/Units: Information provided includes:

- relevant addresses, phone numbers, fax numbers, and e-mail addresses for participants
- name, year built, number of units and address for each building on the property. Note: All buildings on the property should be listed.

*As before, each of these should be checked carefully for accuracy and any discrepancies should be reported to the REAC Technical Assistance Center (TAC) at 1-888-245-4860.*

Inspectable Items: This portion of the report details all deficiencies found in the inspection. The main headings in the first column refer to the inspectable area--site, building exterior, building systems, common areas, unit, or health & safety, where the deficiency was observed. The entries are "inspectable items" within which the deficiencies were found. Some items may not be present for a given property. In such cases, appropriate adjustments are made in the points for each area. Items present, but with no deficiencies found, are not listed. Inspectable items are:

Site: fencing & gates, grounds, mail boxes/project signs, market appeal, parking lots/driveways/roads, play areas & equipment, refuse disposal, retaining walls, storm drainage, and walkways/stairs.

Building Exterior: doors, fire escapes, foundations, lighting, roofs, walls, and windows.

Building Systems: domestic water, electrical system, elevators, emergency power, exhaust system, fire protection, heating/ventilation/air conditioning, and sanitary system.

Common Areas: basement/garage/carport, closet/utility/mechanical, community room, day care, halls/corridors/stairs, kitchen, laundry room, lobby, office, other community spaces, patio/porch/balcony, pools & related structures, restrooms/pool structures, storage, and trash collection areas.

Unit: bathroom, call-for-aid, ceiling, doors, electrical system, floors, heating/ventilation/air conditioning, hot water heater, kitchen, laundry area (room), lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows.

Health & Safety: air quality, electrical hazards, elevator, emergency/fire exits, flammable materials, garbage and debris, hazards, infestation.

Column labeled NO/OD:

NO: The inspection protocol requires the inspector to check for the existence of certificates for certain items such as lead-based paint, elevators, etc. If the inspector verifies all of the required certificates, the report will not include any certificate information. If a certificate is not present, the first inspectable item listed will be "certificates" and the designation "NO" will be listed for each unavailable certificate.

OD: If the inspector records a deficiency, then an OD in this column refers to the "observed deficiency" for the given item.

Column labeled Observation: The column lists each specific deficiency observed within a given inspectable item. Each deficiency has a definition, which specifies what must be observed for that deficiency to be recorded. Also noted in this column are observations about Health & Safety items. These are:

- (LT) - Exigent/Fire Safety (calling for immediate attention or remedy)
- (NLT) - Not Life Threatening
- (SD) - Smoke Detector

Definitions for all deficiencies are given in the physical inspection section at REAC's web site on the Internet ([www.hud.gov/reac/](http://www.hud.gov/reac/)). Click on "Products," then "Physical Inspection," and then "Physical Inspection Definitions."

Column labeled Severity: Deficiencies differ by "severity." The definitions specify what must be recorded for a given deficiency under one of three possible severity levels-level 1, level 2 and level 3. The severity level is given on the report to indicate which part of the definition actually applies for the specific deficiency observed. Severity levels are defined within a given deficiency and do not necessarily indicate which deficiencies are the worst. For more serious deficiencies, a level 2 severity may be more of a problem and may reduce the overall score more than less serious deficiencies with a severity of level 3.

Location/Comments: Comments are required for all severity level 3 deficiencies.

Column labeled Ded.: This column gives the points deducted from the overall property score for the observed deficiencies. In the shaded heading the possible points are given for that area and building or unit. Although the listed points deducted may sum to more than the possible points, the total deducted from the overall property score for that area and building or unit does not exceed its possible points. The listing of points deducted is rounded to the nearest tenth of a point, so "<0.05" is listed when the points deducted is a very small fraction, but greater than zero. Where there is a blank or zero, such as for lack of a certificate or observed smoke detector problems, it means no points are deducted from the property score.

# How to Request DCHA Records

Submit an email request with DCHA release for all household members (if possible) to:

P. Chiffaun Williams

Paralegal

The Office of the General Counsel

District of Columbia Housing Authority

1133 North Capitol Street NE, Suite 210

Washington, D.C. 20002

(202) 535-2849 (Direct)

(202) 535-2521 (Fax)

[pwilliams@dchousing.org](mailto:pwilliams@dchousing.org)

*updated 4.24.18*



## District of Columbia Housing Authority

1133 North Capitol Street, NE Washington, DC 20002-7599

202-535-1000

Adrienne Todman, Executive Director

### **Applicant/Tenant/Participant/Landlord Records Release Form**

Please complete either **Section 1** **OR** **Section 2**, **AND** page 2 (Do not complete both sections)

#### **Section 1    For Applicants/Tenants/Participants**

Applicant/Tenant/Participant *Last Name*

*First Name*

*Middle*

Head of Household *Last Name*

*First Name*

*Middle*

Housing Program: ☐ Waitlist    ☐ HCVP    ☐ Public Housing, Property Name \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Applicant/Tenant/Participant (Head of Household) Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Delivery Preference: ☐ Fax #: \_\_\_\_\_ ☐ Email ☐ Pick-Up

#### **Section 2    For Non-Tenants/Non-Participants/Landlords**

**Requestor:** ☐ Landlord    ☐ Counsel    ☐ Other Authorized Person

**Requestor** *Last Name*

*First Name*

*Middle*

Requestor's Agency or Firm (if applicable): \_\_\_\_\_

**Tenant/Participant** *Last Name*

*First Name*

*Middle*

Housing Program: ☐ Waitlist    ☐ HCVP    ☐ Public Housing, Property Name \_\_\_\_\_

Property Address: \_\_\_\_\_

Requestor's Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Delivery Preference: ☐ Fax #: \_\_\_\_\_ ☐ Email ☐ Pick-Up

Specific Record of Information Requested (Please include dates and list documents if requesting multiple documents to help speed up the processing of your request):

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Purpose of request:

☐ Office of Fair Hearings Informal Hearing, Date of Hearing \_\_\_\_\_

☐ Documents needed for pending lawsuit:

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

Next Court Date: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Applicant/Tenant/Participant/Landlord/Other Requestor MUST provide a valid photo identification when requesting records. Requests for records may be made by and released to the Applicant/Tenant's/Participant's/ Landlord's counsel if the requestor provides an authorization form that was signed by the Applicant/Tenant/Participant/Landlord. The requestor will be contacted when the documents are available.

\_\_\_\_\_  
Signature of Requestor Date

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Dept: \_\_\_\_\_

*\*\*\*Pursuant to 14 DCMR §8903 & §6307, DCHA may charge twenty-five (25) cents per page for each page in excess of seventy-five (75).\*\*\**

# Inspection Checklist

## Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Name of Family [REDACTED]	Tenant ID Number [REDACTED]	Date of Request (mm/dd/yyyy) 03/12/2012
Inspector MIREE COLLETTE	Neighborhood Census Tract 98.06	Date of Inspection (mm/dd/yyyy) 03/12/2012
Type of Inspection [ Mold Inspection ] <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Special <input type="checkbox"/> Reinspection	Date of Last Inspection (mm/dd/yyyy) 08/31/2011	PHA District of Columbia Housing Authority

### A - General Information

Inspected Unit 009442	Year of Construction (yyyy) 1963	Housing Type (check as appropriate)
Full Address (including Street, City, County, State, Zip) [REDACTED] Washington DC 20032 1 County: 8		<input type="checkbox"/> Single Family Detach <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row or Town House <input checked="" type="checkbox"/> Low Rise: 3/4 Stories including Garden <input type="checkbox"/> High Rise: 5 Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperate <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Number of Children in Family Under 6	0	
Owner Name of Owner or Agent Authorized to Lease Unit Inspected STATE TENANCY LLC C/O HAFIZULLAH SALIHI		
Address of Owner or Agent [REDACTED] [REDACTED]		
Phone Number [REDACTED]		

### B. Summary Decision on Unit (To be completed after form has been filled out)

<input type="checkbox"/> Passed <input checked="" type="checkbox"/> Failed <input type="checkbox"/> Inconclusive	Number of Bedrooms for Purposes of the FMR or Payment Standard 2.00	Number of Sleeping Rooms
--	--	--------------------------

Inspection Checklist		Yes Pass	No Fail	In-Conc.	Comments	Approval Date
Item No.	Living Room					
1.1	Living Room Present	P				03/12/2012
1.2	Electricity	P				03/12/2012
1.3	Electrical Hazards	P				03/12/2012
1.4	Security	P				03/12/2012
1.5	Window Condition	P				03/12/2012
1.6	Ceiling Condition	P				03/12/2012
1.7	Wall Condition	P				03/12/2012
1.8	Floor Condition		F		Owner Responsibility : : Carpet and basebord have mold like substance.	03/12/2012
1.9	Lead-Based Paint Are all painted surface free of deteriorated paint? If not, do deteriorated surface exceed two square	P				03/12/2012

\*Room Codes: 1 = Bedroom or any other room used for sleeping (regardless of type of room); 2 = Dining Room or Dining Area;  
3=Second Living Room, Family Room, Den, Playroom, TV Room; 4=Entrance Halls, Corridors, Halls, Staircases; 5=Additional Bathroom; 6=Other

Item No.	Living Room	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
	feet per room and/or is more than 10% of a component?					
1.10	Smoke Detector	P				03/12/2012
Item No.	Kitchen	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
2.1	Kitchen Area Present	P				03/12/2012
2.2	Electricity	P				03/12/2012
2.3	Electrical Hazards	P				03/12/2012
2.4	Security	P				03/12/2012
2.5	Window Condition	P				03/12/2012
2.6	Ceiling Condition	P				03/12/2012
2.7	Wall Condition	P				03/12/2012
2.8	Floor Condition	P				03/12/2012
2.9	Lead-Based Paint Are all painted surface free of deteriorated paint? If not, do deteriorated surface exceed two square feet per room and/or is more than 10% of a component?	P				03/12/2012
2.10	Stove or Range with Oven	P				03/12/2012
2.11	Refrigerator	P				03/12/2012
2.12	Sink	P				03/12/2012
2.13	Space for Storage, Preparation, and Serving of Food	P				03/12/2012
2.14	Cabinets	P				03/12/2012
2.15	Counter Tops	P				03/12/2012
Item No.	Bathroom	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
3.1	Bathroom Presents	P				03/12/2012
3.2	Electricity	P				03/12/2012
3.3	Electrical Hazards	P				03/12/2012
3.4	Security	P				03/12/2012
3.5	Window Condition	P				03/12/2012
3.6	Ceiling Condition		F		Owner Responsibility : : Ceiling has an active leak, paint is bubbling	03/12/2012
3.7	Wall Condition	P				03/12/2012
3.8	Floor Condition	P				03/12/2012
3.9	Lead-Based Paint Are all painted surface free of deteriorated paint? If not, do deteriorated surface exceed two square feet per room and/or is more than 10% of a component?	P				03/12/2012
3.10	Flush Toilet in Enclosed Room in Unit	P				03/12/2012
3.11	Fix Wash Basin or Lavatory in Unit	P				03/12/2012
3.12	Tub or Shower in Unit	P				03/12/2012
3.13	Ventilation	P				03/12/2012
3.14	Mirror	P				03/12/2012
3.15	Closet	P				03/12/2012
3.16	Cabinet	P				03/12/2012



Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
4.1	Bedroom					
4.2	Electricity/Illumination	P				03/12/2012
4.3	Electrical Hazards	P				03/12/2012
4.4	Security	P				03/12/2012
4.5	Window Condition	P				03/12/2012
4.6	Ceiling Condition	P				03/12/2012
4.7	Wall Condition	P				03/12/2012
4.8	Floor Condition	P				03/12/2012
4.9	Lead-Based Paint Are all painted surface free of deteriorated paint? If not, do deteriorated surface exceed two square feet per room and/or is more than 10% of a component?	P				03/12/2012
4.10	Smoke Detector	P				03/12/2012
Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
4.1	Bedroom 2					
4.2	Electricity/Illumination	P				03/12/2012
4.3	Electrical Hazards	P				03/12/2012
4.4	Security	P				03/12/2012
4.5	Window Condition	P				03/12/2012
4.6	Ceiling Condition	P				03/12/2012
4.7	Wall Condition	P				03/12/2012
4.8	Floor Condition	P				03/12/2012
4.9	Lead-Based Paint Are all painted surface free of deteriorated paint? If not, do deteriorated surface exceed two square feet per room and/or is more than 10% of a component?	P				03/12/2012
4.10	Smoke Detector	P				03/12/2012
Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
4.1	Dining Room					
4.2	Electricity/Illumination	P				03/12/2012
4.3	Electrical Hazards	P				03/12/2012
4.4	Security	P				03/12/2012
4.5	Window Condition	P				03/12/2012
4.6	Ceiling Condition	P				03/12/2012
4.7	Wall Condition	P				03/12/2012
4.8	Floor Condition	P				03/12/2012
4.9	Lead-Based Paint Are all painted surface free of deteriorated paint? If not, do deteriorated surface exceed two square feet per room and/or is more than 10% of a component?	P				03/12/2012
4.10	Smoke Detector	P				03/12/2012
Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
4.1	Hall					
4.2	Electricity/Illumination	P				03/12/2012
4.3	Electrical Hazards	P				03/12/2012
4.4	Security	P				03/12/2012
4.5	Window Condition	P				03/12/2012

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
4.6	Ceiling Condition	P				03/12/2012
4.7	Wall Condition	P				03/12/2012
4.8	Floor Condition	P				03/12/2012
4.9	Lead-Based Paint Are all painted surface free of deteriorated paint? If not, do deteriorated surface exceed two square feet per room and/or is more than 10% of a component?	P				03/12/2012
4.10	Smoke Detector	P				03/12/2012
4.11	Stairs & Rails	P				03/12/2012
Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
4.3	Electrical Hazards	P				03/12/2012
4.4	Security	P				03/12/2012
4.5	Window Condition	P				03/12/2012
4.6	Ceiling Condition	P				03/12/2012
4.7	Wall Condition	P				03/12/2012
4.8	Floor Condition	P				03/12/2012
4.9	Lead-Based Paint Are all painted surface free of deteriorated paint? If not, do deteriorated surface exceed two square feet per room and/or is more than 10% of a component?	P				03/12/2012
4.10	Smoke Detector	P				03/12/2012
4.11	Stairs & Rails	P				03/12/2012
4.12	Fire Exits	P				03/12/2012
Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
4.2	Electricity/Illumination	P				03/12/2012
4.3	Electrical Hazards	P				03/12/2012
4.4	Security	P				03/12/2012
4.5	Window Condition	P				03/12/2012
4.6	Ceiling Condition		F		Owner Responsibility : : (furnace closet ceiling has loose parts/plaster (major)	03/12/2012
4.7	Wall Condition	P				03/12/2012
4.8	Floor Condition	P				03/12/2012
4.9	Lead-Based Paint Are all painted surface free of deteriorated paint? If not, do deteriorated surface exceed two square feet per room and/or is more than 10% of a component?	P				03/12/2012
4.10	Smoke Detector	P				03/12/2012
Item No.	5. All Secondary Rooms (Rooms not used for living)	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
5.1	None [ ] Go to Part 6 Attic					
5.3	Electrical Hazards	P				03/12/2012
5.5	Windows	P				03/12/2012
5.6	Walls	P				03/12/2012
5.7	Floors	P				03/12/2012

<b>Item No.</b>	<b>5. All Secondary Rooms (Rooms not used for living)</b>	<b>Yes Pass</b>	<b>No Fail</b>	<b>In-Conc.</b>	<b>Comments</b>	<b>Approval Date</b>
5.1	None [ ] Go to Part 6 Attic					
5.8	Stairs & Rails	P				03/12/2012
<b>Item No.</b>	<b>5. All Secondary Rooms (Rooms not used for living)</b>	<b>Yes Pass</b>	<b>No Fail</b>	<b>In-Conc.</b>	<b>Comments</b>	<b>Approval Date</b>
5.1	None [ ] Go to Part 6 Basement					
5.2	Security	P				03/12/2012
5.3	Electrical Hazards	P				03/12/2012
5.5	Windows	P				03/12/2012
5.6	Walls	P				03/12/2012
5.7	Stairs & Rails	P				03/12/2012
5.8	Smoke Detector	P				03/12/2012
<b>Item No.</b>	<b>Building Exteriors</b>	<b>Yes Pass</b>	<b>No Fail</b>	<b>In-Conc.</b>	<b>Comments</b>	<b>Approval Date</b>
6.1	Condition of Foundation	P				03/12/2012
6.2	Condition of Stairs, Rails, and Porches	P				03/12/2012
6.3	Condition of Roof/Gutters	P				03/12/2012
6.4	Condition of Exterior Surfaces	P				03/12/2012
6.5	Condition of Chimney	P				03/12/2012
6.8	Porches	P				03/12/2012
6.9	Defective Paint	P				03/12/2012
<b>Item No.</b>	<b>Heating / Plumbing</b>	<b>Yes Pass</b>	<b>No Fail</b>	<b>In-Conc.</b>	<b>Comments</b>	<b>Approval Date</b>
7.4	Water Heater	P				03/12/2012
7.5	Approvable Water Supply	P				03/12/2012
7.7	Sewer Connection	P				03/12/2012
7.8	Air-Conditioner	P				03/12/2012
7.9	Heating System	P				03/12/2012
7.10	Faucets	P				03/12/2012
<b>Item No.</b>	<b>General Items</b>	<b>Yes Pass</b>	<b>No Fail</b>	<b>In-Conc.</b>	<b>Comments</b>	<b>Approval Date</b>
8.1	Access to Unit	P				03/12/2012
8.2	Fire Exits	P				03/12/2012
8.3	Evidence of Infestation		F		Owner Responsibility : : Presence of infestation by rodents (ie. mice, rats)	03/12/2012
8.4	Garbage and Debris	P				03/12/2012
8.5	Refuse Disposal	P				03/12/2012
8.6	Interior Stairs and Common Halls	P				03/12/2012
8.8	Elevators	P				03/12/2012
8.9	Interior Air Quality	P				03/12/2012
8.10	Site and Neighborhood Conditions	P				03/12/2012
8.11	Lead-Based Paint: Owner's Certification	P				03/12/2012
8.12	Common Walls	P				03/12/2012
8.13	City Rental License	P				03/12/2012
8.14	Sprinkler System	P				03/12/2012

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

### C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

#### 1. Living Room

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove
- ☐ Balcony, patio, deck, porch
- ☐ Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

#### 2. Kitchen

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

#### 3. Other Rooms Used for Living

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove
- ☐ Balcony, patio, deck, porch
- ☐ Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

#### 4. Bath

- ☐ Special feature shower head
- ☐ Built-in heat lamp
- ☐ Large mirrors
- ☐ Glass door on shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

#### 5. Overall Characteristics

- ☐ Storm windows and doors
- ☐ Other forms of weatherization (e.g., insulation, weather stripping)
- ☐ Screen doors or windows
- ☐ Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- ☐ Garage or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify)

#### 6. Disabled Accessibility

Unit is accessible to a particular disability. ☐ Yes ☒ No  
Disability

### D. Questions to ask the Tenant (Optional)

1. Does the owner make repairs when asked?
2. How many people currently live in unit?
3. How much money do you pay to the owner/agent for rent?
4. Do you pay for anything else?
5. Who owns the range and refrigerator?(insert O=Owner or T=Tenant)
6. Is there anything else you want to tell us? (specify)

☐ Yes ☐ No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Range \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave \_\_\_\_\_

☐ Yes ☒ No

**E. Inspection Summary/Comments (Optional)**

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments"

Tenant ID Number [REDACTED]	Inspector MIREE COLLETTE	Date of Inspection (mm/dd/yyyy) 03/12/2012	Address of Inspected Unit [REDACTED] PT 1 Washington DC 20032 1 County: 8
Type of Inspection	[ Mold Inspection ]	<input type="checkbox"/> Initial	<input checked="" type="checkbox"/> Special <input type="checkbox"/> Reinspection

Item Number

Reason for "Fail" or "Pass with Comments" Rating

3/12/2012 Conducted complaint inspection regarding mold. Unit had previously flooded. Evidence of mold like substance located on livingroom carpet and baseboard. Cited additional owner non emergency violations. Inspector C. Miree



[REDACTED]  
[REDACTED]  
[REDACTED]

Re: [REDACTED]

Dear [REDACTED]

Arrowhead Consulting Inc. conducted a mold inspection on [REDACTED] at the above referenced property. This inspection was conducted to gather data for the assessment of potential mold growth within the unit, moisture level evaluation of building materials, as well as the formation of this Microbial Remediation Scope of Work. Non-viable air and swab samples were taken during this inspection. Digital photos were taken and are included on the last page of this report.

#### **Client Provided Information**

The following information was reported to the inspector by the client at the time of the assessment

- Client complaint of mold growth in basement area of the home.
- Client complaint of water intrusion into the basement when raining or snow melting.
- Drywall replaced prior to the inspection where mold growth was located (basement bathroom and laundry room).

#### **Inspectors Visual Inspection**

- Visible mold growth on studs behind recently replaced drywall in laundry room
- Visible mold growth on basement bathroom vanity that had been removed to replace drywall
- Mold growth painted over on studs behind recently replaced laundry room drywall

#### **Non-Viable Microbial Sampling**

Non-viable air and swab samples were collected to further assess the conditions and to confirm and identify the presence of fungal organisms. Samples were delivered to Aerobiology Laboratory Associates, Inc. of Dulles, Virginia for analysis. Fungal analysis was performed by direct microscopic exam to identify fungal groups and concentration.

## **Conclusion**

Fungal growth is evident (see lab results) in the basement portions of the home. Testing and analysis show highly elevated concentrations of fungal spores, including *Stachybotrys*, *Penicillium*/*Aspergillus* and Hyphal Elements. Fungal growth is believed to extend to areas not accessible at the time of inspection, to include wall cavities. Chronic water events/intrusion into the basement are supporting continued fungal growth. The types of mold growth present can drastically affect the indoor air quality of the home and will continue to affect the indoor air quality until properly remediated. It's been determined that the elevated levels of mold in the home is due to improper remediation procedures and incomplete removal/treatment of contaminated materials as well as continued water intrusion. Proper remediation of the mold contamination and repairs to the water source will alleviate elevated mold spore concentrations in the home. Drywall removal is required to access contaminated framing not cleaned during the initial remediation attempt.

## **Recommendations**

Implementation of corrective measures and verification of corrective measures success should be conducted regarding moisture in the living portions of the home. Remedial actions should strictly follow industry accepted practices and procedures for fungal abatement in order to prevent contamination of other areas in the building.

At present there are no government regulations in place to regulate the removal of mold and/or what are permissible levels. Mold is commonly found outside but can also become a contaminant once inside a building environment. Molds can potentially produce allergenic reactions to certain people when exposed to them.

Every remediation site is different and different protocol and methods may need to apply, you the home or building owner should be informed of progress as an ongoing dialog. The purpose of mold remediation is to remove contaminated materials thus allowing the home/building owner the opportunity to fix the source(s) of moisture. The removal of contaminated materials and contaminants should be performed in such a way as to prevent human exposure and further damage to building materials and furnishings. Porous materials that have mold and/or bacteria in them or growing on them may have to be discarded because they can infiltrate porous substances and make it impossible to fully decontaminate them.

As a general rule it is not sufficient to just kill the mold, for example with a biocide. The mold must be removed because the chemicals and proteins that they are made of can still cause an allergic reaction to humans and pets although non-viable or dead.

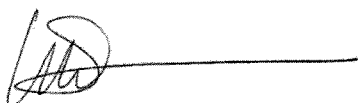
The procedures in this document are ones that are found in industry recognized documents and/or the best practices as deemed by Arrowhead Consulting Inc. Since mold requires water and/or high humidity to grow, Arrowhead Consulting Inc. cannot be responsible for future changes in the environment. It is important to fix the moisture problem that caused the microbial

growth so that it does not re-occur. Arrowhead Consulting Inc. does not guarantee or warranty against any future re-occurrence. We guarantee that the procedures outlined in this document are the industry standards (or better) at the time of the issuance of this document. MSDS sheets should be made available for all products used and OSHA mandated work practices need to be followed. Insurances, Certifications, Licenses, and References should be made available for your inspection at any time.

***We are not Health Practitioners; you may or may not gain health benefits from our services. If in doubt, contact your doctor prior to any remediation attempt.***

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to be 'W. Spearman', followed by a horizontal line extending to the right.

William R. Spearman CIE, CMRS, AMRT, WRT

Board Certified Indoor Environmentalist

Arrowhead Consulting Inc.

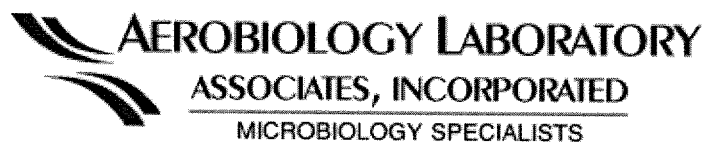
Certified Remediation Scopes of Work

Certified Clearance Inspection Services



# Appendix A

## Certificates of Laboratory Analysis





**Certificate of Analysis**  
EMLAP# 102977

43760 Trade Center Place  
Suite 100  
Sterling, Virginia 20166  
(877) 648-9150  
www.aerobiology.net

Arrowhead Consulting, Inc.  
5064 Country Creek Lane  
Broad Run, Virginia 20137  
Attn: William Spearman  
Project: XXXXXXXXXX  
Condition of Sample(s) Upon Receipt: Acceptable

Date Collected: 03/19/2015  
Date Received: 03/20/2015  
Date Analyzed: 03/23/2015  
Date Reported: 03/24/2015  
Project ID: 15005204  
Page 1 of 3

1054 Spore Trap Analysis: SOP 3.8

Client Sample Number	2				4			
Sample Location	Bsmt				Control			
Sample Volume (L)	30				30			
Lab Sample Number	15005204-002				15005204-004			
Spore Identification	Raw Ct	spr/m <sup>3</sup>	% Ttl	In/Out	Raw Ct	spr/m <sup>3</sup>	% Ttl	In/Out
Alternaria	-	-	-	-	8	267	8	-
ascospores	1	33	1	-	-	-	-	-
basidiospores	1	33	1	1/5	5	167	5	-
Cladosporium	1	33	1	1/42	42	1400	44	-
Curvularia	-	-	-	-	4	133	4	-
Epicoccum	1	33	1	1/2	2	67	2	-
hyphal elements	14	467	7	3/1	5	167	5	-
Penicillium/Aspergillus group	91	3033	46	8/1	12	400	13	-
Smuts,Periconia,Myxomycetes	-	-	-	-	15	500	16	-
Stachybotrys	89	2967	45	-	-	-	-	-
Torula	-	-	-	-	1	33	1	-
Unknown	-	-	-	-	1	33	1	-
Debris Rating 2				Debris Rating 3				
Analytical Sensitivity	Analytical Sensitivity: 33 spr/m <sup>3</sup>				Analytical Sensitivity: 33 spr/m <sup>3</sup>			
Comments	Occasional Stachybotrys conidiophores seen.							
Total *See Footnotes	198	6600	~100%	2/1	95	3167	~100%	-



**Certificate of Analysis**  
EMLAP# 102977

43760 Trade Center Place  
Suite 100  
Sterling, Virginia 20166  
(877) 648-9150  
www.aerobiology.net

Arrowhead Consulting, Inc.  
5064 Country Creek Lane  
Broad Run, Virginia 20137  
Attn: William Spearman  
Project: XXXXXXXXXX  
Condition of Sample(s) Upon Receipt: Acceptable

Date Collected: 03/19/2015  
Date Received: 03/20/2015  
Date Analyzed: 03/23/2015  
Date Reported: 03/24/2015  
Project ID: 15005204  
Page 2 of 3

Client Sample Number	3				4			
Sample Location	Main Level				Control			
Sample Volume (L)	30				30			
Lab Sample Number	15005204-003				15005204-004			
Spore Identification	Raw Ct	spr/m <sup>3</sup>	% Ttl	In/Out	Raw Ct	spr/m <sup>3</sup>	% Ttl	In/Out
Alternaria	-	-	-	-	8	267	8	-
ascospores	2	67	12	-	-	-	-	-
basidiospores	1	33	6	1/5	5	167	5	-
Cladosporium	5	167	29	1/8	42	1400	44	-
Curvularia	-	-	-	-	4	133	4	-
Epicoccum	-	-	-	-	2	67	2	-
hyphal elements	1	33	6	1/5	5	167	5	-
Penicillium/Aspergillus group	6	200	35	1/2	12	400	13	-
Smuts,Periconia,Myxomycetes	-	-	-	-	15	500	16	-
Stachybotrys	2	67	12	-	-	-	-	-
Torula	-	-	-	-	1	33	1	-
Unknown	-	-	-	-	1	33	1	-
Debris Rating 2				Debris Rating 3				
Analytical Sensitivity	Analytical Sensitivity: 33 spr/m <sup>3</sup>				Analytical Sensitivity: 33 spr/m <sup>3</sup>			
Comments								
Total *See Footnotes	17	567	~100%	1/6	95	3167	~100%	-

Client Sample #: 1  
Sample Location: Bathroom Vanity  
Test: 1051, Surface - Qualitative Direct Microscopic Exam SOP 3.7: 48hr TAT

Lab Sample #: 15005204-001

Results:	Observation
Occasional ascospores seen	1-5 per cover slip
Numerous hyphal elements seen	3-4 per field (minimum)
Numerous Penicillium/Aspergillus group spores seen	3-4 per field (minimum)
Numerous Stachybotrys spores seen	3-4 per field (minimum)

Debris Rating: 3

Arrowhead Consulting, Inc.  
5064 Country Creek Lane  
Broad Run, Virginia 20137  
Attn: William Spearman  
Project: XXXXXXXXXX  
Condition of Sample(s) Upon Receipt: Acceptable

Date Collected: 03/19/2015  
Date Received: 03/20/2015  
Date Analyzed: 03/23/2015  
Date Reported: 03/24/2015  
Project ID: 15005204  
Page 3 of 3

## Footnotes and Additional Report Information

### Debris Rating Table

1	Minimal (<5%) particulate present	Reported values are minimally affected by particulate load.
2	5% to 25% of the trace occluded with particulate	Negative bias is expected. The degree of bias increases directly with the percent of the trace that is occluded.
3	26% to 75% of the trace occluded with particulate	Negative bias is expected. The degree of bias increases directly with the percent of the trace that is occluded.
4	75% to 90% of the trace occluded with particulate	Negative bias is expected. The degree of bias increases directly with the percent of the trace that is occluded.
5	Greater than 90% of the trace occluded with particulate	Quantification not possible due to large negative bias. A new sample should be collected at a shorter time interval or other measures taken to reduce particulate load.

1. Penicillium/Aspergillus group spores are characterized by their small size, round to ovoid shape, being unicellular, and usually colorless to lightly pigmented. There are numerous genera of fungi whose spore morphology is similar to that of the Penicillium/Aspergillus type. Two common examples would be Paecilomyces and Acremonium. Although the majority of spores placed in this group are Penicillium, Aspergillus, or a combination of both. Keep in mind that these are not the only two possibilities.
2. Ascospores are sexually produced fungal spores formed within an ascus. An ascus is a sac-like structure designed to discharge the ascospores into the environment, e.g. Ascobolus.
3. Basidiospores are typically blown indoors from outdoors and rarely have an indoor source. However, in certain situations a high basidiospore count indoors may be indicative of a wood decay problem or wet soil.
4. The Smut, Penconia, Myxomycete group is composed of three different groups whose spores have similar morphologies. Smuts are plant pathogens, Penconia is a relatively uncommon mold indoors, and Myxomycetes are not fungi but slime molds. Although these organisms do not typically proliferate indoors, their spores are potentially allergenic.
5. The colorless group contains colorless spores which were unidentifiable to a specific genus. Examples of this group include Acremonium, Aphanocladium, Beauveria, Chrysosporium, Engyodontium microconidia, yeast, some arthrospores, as well as many others.
6. Hyphae are the vegetative mode of fungi. Hyphal elements are fragments of individual Hyphae. They can break apart and become airborne much like spores and are potentially allergenic. A mass of hyphal elements is termed the mycelium. Hyphae in high concentration may be indicative of colonization.
7. Dash (-) in this report, under raw count column means 'not detected (ND)'; otherwise 'not applicable' (NA).
8. The positive-hole correction factor is a statistical tool which calculates a probable count from the raw count, taking into consideration that multiple particles can impact on the same hole; for this reason the sum of the calculated counts may be less than the positive hole corrected total.
9. Due to rounding totals may not equal 100%.
10. Minimum Reporting Limits (MRL) for BULKS, DUSTS, SWABS, and WATER samples are a calculation based on the sample size and the dilution plate on which the organism was counted. Results are a compilation of counts taken from multiple dilutions and multiple medias. This means that every genus of fungi or bacteria recovered can be counted on the plate on which it is best represented.
11. If the final quantitative result is corrected for contamination based on the blank, the blank correction is stated in the sample comments section of the report.
12. Analysis conducted on non-viable spore traps is completed using Indoor Environmental Standards Organization (IESO) Standard 2210.
13. The results in this report are related to this project and these samples only.
14. For samples with an air volume of < 100L, the number of significant figures in the result should be considered (2) two. For samples with air volumes between 100-999L, the number of significant figures in the result should be considered (3) three. For example, a sample with a result of 55,443 spr/m<sup>3</sup> from a 75L sample using significant figures should be considered 55,000. The same result of 55,443 from a 150L sample using significant figures should be considered 55,400 spr/m<sup>3</sup>.
15. If the In/Out ratio is greater than 100 times it is indicated >100/1, rather than showing the real value.

#### Terminology Used in Direct Exam Reporting

Conidiophores are a type of modified hyphae from which spores are born. When seen on a surface sample in moderate to numerous concentrations they may be indicative of fungal growth.

*Suzanne S. Blevins*

Suzanne S. Blevins, B.S., SM (ASCP)  
Laboratory Director

# Appendix B

## Remediation Specifications

Remediation guidelines are generated by Arrowhead Consulting Inc. at the request of and for the exclusive use of The Children's Law Center and [REDACTED]. Copies of same will not be released by Arrowhead Consulting Inc. to any third party without the prior express written consent from the client named in this report. This report applies only to those conditions provided for the time, place and location referenced in this report. This report makes no express or implied warranty or guarantee as to the implementation methodology used by the client. Arrowhead Consulting Inc. is not able to assess the degree of hazard resulting from implementation of these guidelines, or from personal exposure to mold.

### **Affected Area(s)**

Basement

### **Remediation Specifications**

1. Personnel performing remediation of fungal contamination may be at risk after a single heavy exposure to fungal spores and contaminated dust. All personnel must utilize appropriate personal protection (PPE) in the form of approved respirators, eye protection and protective clothing and gloves. Use of these measures should be restricted to those who have been professionally fitted and properly trained in their use.
2. Use of Anti-Microbial solutions must be limited to properly ventilated areas. Do not combine chemicals as improper mixing may produce poisonous gasses.
3. Remediation efforts should carefully follow the following documents: IICRC S520, EPA Mold Remediation in Commercial Buildings and Schools and New York City Standards for Mold Remediation.
4. These Microbial Remediation Specifications do not address any other potential environmental hazards other than mold that is present in the referenced property and only pertains to those areas included in the assessment and the data provide regarding those areas. Consideration for potential exposure to environmental hazards whether through implementation of these guidelines or any other activity taking place in the property must be evaluated.

### **Scope of Remediation**

1. The (Area of Concern) should be isolated from the unaffected area(s) of the building by constructing a series of 6 mil Polyethylene containment barriers and sealing the Hvac ventilation system diverters and returns (system should be turned off during remediation).
2. Hepa Filtered Negative Air Machines/Scrubbers should be located in and around the containment areas to maintain negative air pressure (-.02) inside the containment areas.
3. All demolition materials (drywall, plaster, insulation, personal items and trim etc.) should be disposed of according to industry guidelines by a designated and qualified representative. If contaminated materials must be transported through "clean areas" they should be wrapped or bagged in 6 mil plastic, securely sealed, and the outer surface of the plastic should be Hepa vacuumed to prevent the spread of mold to uncontaminated sections of the building.

4. Remaining surfaces (structural materials etc.) should be sanded, Hepa vacuumed and/or brushed (as required) to remove any remaining fungi. Once the cleaning process is complete, the surfaces may be treated or encapsulated with an anti-microbial biocide compound to prevent further growth and kill any remaining spores. If the use of anti-microbial biocide is required, prior approval for application should be documented in writing and signed by a remediation company representative and all home/building owner(s). Material Safety Data Sheets (MSDS) describing the compound and its risks should be provided to all occupants.
5. The remediation process should end when the Project Manager determines through third party inspection, testing and laboratory analysis that the project has been successful in returning the contaminated areas back to pre-event levels.

### **IMPORTANT**

**Reassess containment and PPE if additional areas of visible fungal growth are discovered during the implementation of this Remediation Scope of Work.**

### **Demolition:**

1. Set up containment barriers and achieve negative air (-.02 lb.) within work areas.
2. Removal and disposal of contaminated materials (drywall, vanity etc.) according to accepted industry standards
  - Basement bathroom wall materials behind vanity area (12 sf. Required)
  - Basement bathroom vanity cabinet (15 cf. Required)
  - Basement laundry room wall materials (24 sf. Required)

**Note: Additional wall materials may need to be removed during the remediation process.**

### **Remediation/Cleaning:**

1. Sanding and/or wipe down of all exposed joists and structural items as needed.
2. Detailed sanding, vacuuming and/or treatment of exposed contaminated surfaces.
3. Application of Anti-Microbial Solution to exposed surfaces as needed
4. Continuous air changes utilizing Hepa filtered air scrubbers.

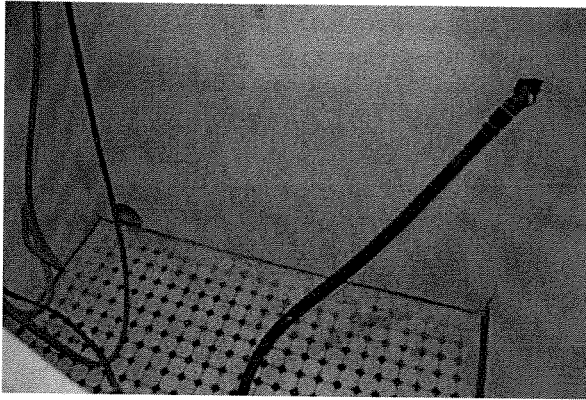
**Post-abatement Sampling:**

1. Prior to the replacement of removed building materials, Non-Viable spore trap and/or swab sampling mirroring the initial series of tests should generally take place for clearance.
2. Once the clearance samples are analyzed, and the sample(s) pass clearance, you the client should receive a Certified Clearance Letter with Laboratory Analysis confirmation. Rebuild should only take place once the Clearance Letter is issued.



# **Appendix C**

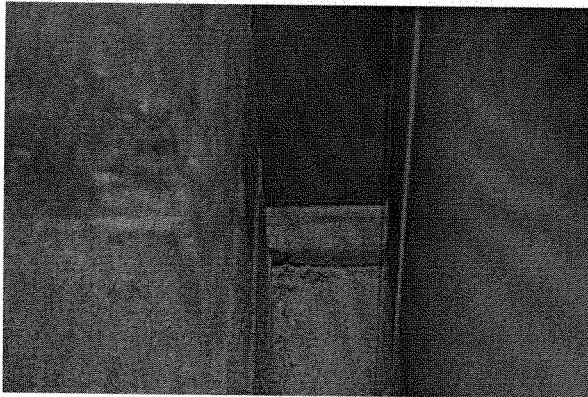
## **Photos**



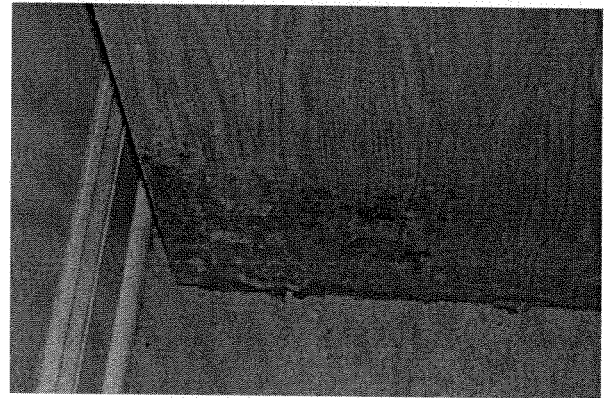
Replaced drywall in Laundry Room



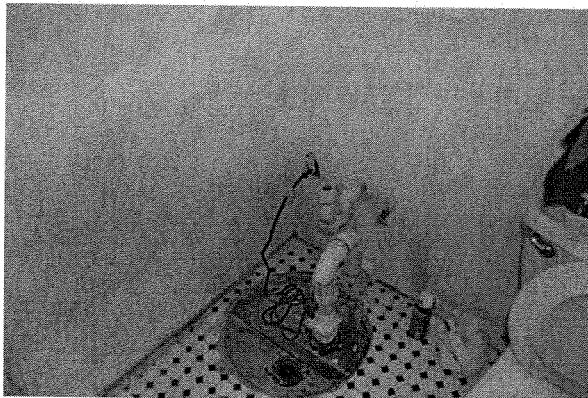
Mold growth painted over on framing



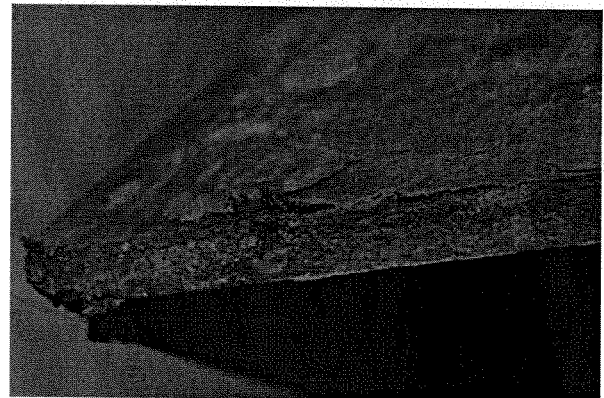
Mold growth on floor plate behind new drywall



Mold growth on bathroom vanity



Affected basement bathroom vanity area



Mold growth and water damage to base of vanity



# If You Have to Remove Mold

## INVESTIGATE AND EVALUATE MOISTURE AND MOLD PROBLEMS

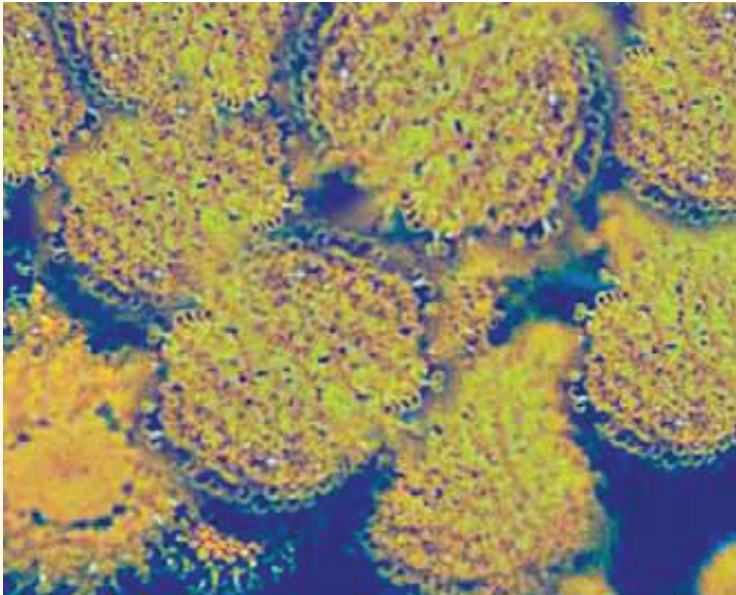
- Assess the size of the moldy area (square feet).
- Consider the possibility of hidden mold.
- Clean up small mold problems and fix moisture problems before they become large problems.
- Select a remediation manager for medium- or large-sized mold problems.
- Investigate areas associated with occupant complaints.
- Identify sources or causes of water or moisture problems.
- Note the type of water-damaged materials (wallboard, carpet).
- Check inside air ducts and the air-handling unit.
- Throughout the process, consult qualified professionals if necessary or desired.

## COMMUNICATE WITH BUILDING OCCUPANTS AT ALL STAGES OF THE PROCESS, AS APPROPRIATE

- Designate a contact person for questions and comments about medium- or large-scale remediation as needed.

## DEVELOP A REMEDIATION PLAN

- Adapt or modify remediation guidelines to fit your situation; use professional judgment.
- Select cleanup methods for moldy items.
- Select personal protection equipment to protect remediators.
- Select containment equipment to protect building occupants.
- Select experienced remediation personnel.
- Address the moisture problem at its source. Implement a repair and/or maintenance plan.
- Dry out wet, non-moldy materials within 48 hours to prevent mold growth.
- Clean and dry moldy materials.
- Discard moldy porous items that cannot be cleaned.



# During Cleanup Efforts

## REDUCE YOUR EXPOSURE TO MOLD

During any mold cleanup process, mold spores will be released into the air. For protection during the cleanup operation:

- Use a HEPA filter respirator to reduce the number of mold spores you breathe in.
- Wear protective clothing that can be discarded.
- Wear rubber gloves.
- Work for a short while and then take breaks in the fresh air.
- Work with windows open and keep them open after cleanup.
- Turn off heat and air conditioning to prevent spores from being spread to other areas of the house.
- If there is an air return vent in the room, cover it tightly.
- Place a fan in a window to blow air out of the affected room.
- Double-bag all cleanup materials before removal from contaminated area.

If you use outside contractors or professionals, make sure they have experience cleaning up mold, check their references, and have them follow the recommendations presented in this brochure.

# Support Building Safety!

For more information about building safety codes and local requirements, contact your local building department below:



[dcra.dc.gov](http://dcra.dc.gov)  
(202) 442-4400

Developed and provided by



1-888-ICC-SAFE (422-7233) | [www.buildingsafetyweek.org](http://www.buildingsafetyweek.org)

8-62202-08



People Helping People Build a Safer World™

# Mold

## Tips on Prevention and Control

1-888-ICC-SAFE (422-7233) | [www.iccsafe.org](http://www.iccsafe.org)



# Mold: Tips on Prevention and Control

*Mold is caused when microscopic, airborne spores land on moist surfaces and spread rapidly. Molds can have useful purposes. Life-saving penicillin is derived from mold. Many foods, such as blue cheese, require mold as part of their manufacturing process. And as owners of compost piles know, mold plays an important role in the cycle of nature, helping to break down organic materials.*

## MOLD PREVENTION

The mold that a growing number of builders and homeowners are encountering poses significant problems. Unchecked mold growth on interior wood, wallboard, paper, and carpet has been blamed for serious illnesses. It can be exceedingly difficult to eradicate and has even rendered some buildings uninhabitable.

This mold has the same root causes as food mold. Tiny spores—less than 4 microns in size—land on damp spots when excessive moisture or water accumulates indoors. These spores then begin digesting whatever they are growing on in order to survive and spread.

According to the U.S. Environmental Protection Agency, there is no practical way to eliminate all mold and mold spores in the indoor environment. But mold can be controlled by controlling moisture.

It takes a concerted and concentrated effort to maintain a mold-resistant building. Builders and contractors must carefully construct buildings in accordance with approved plans and follow good construction practices in assembling the building components. Building owners and tenants must be observant and take immediate steps to maintain existing buildings and their systems to prevent moisture from accumulating.

## GENERAL TIPS FOR PREVENTING MOLD

Here are some common-sense precautions that builders, homeowners, and/or building owners can follow to avoid mold and ensure health and safety when building or maintaining a structure.

- Fix leaky plumbing and leaks in the building envelope as soon as possible.
- Watch for condensation and wet spots.
- Fix sources of moisture problems as soon as possible.
- Prevent moisture caused by condensation by increasing surface temperature or reducing the moisture level in the air (humidity).
- Insulate or increase air circulation to increase surface temperature.
- Increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid) to reduce the moisture level in the air, and repair ventilation leaks.
- Keep heating, ventilation, and air-conditioning drip pans clean, flowing properly, and unobstructed.
- Vent moisture-generating appliances, such as dryers, to the outside where possible.
- Maintain low indoor humidity, below 60 percent relative humidity (RH), ideally 30 to 50 percent, if possible.
- Adhere to a regular schedule of building/HVAC inspections and maintenance.
- Provide drainage outside foundation walls, and slope the ground away from the foundation to speed drying after rainfalls.



## What the Codes Say

The International Codes® are the minimum requirements necessary to ensure safety. According to these codes, builders and owners must fight the problem of mold in a three-fold approach.

1. There must be proper ventilation of all interior habitable and occupiable areas along with specific concealed spaces.
  - See Section 1203 of the *International Building Code*®, Section R303 of the *International Residential Code*® for One- and Two-Family Dwellings , and Chapter 4 of the *International Mechanical Code*®.
2. The exterior envelope of all buildings must be provided with vapor retarders, water-resistive barriers, and the necessary flashing.
  - See Chapter 14 of the *International Building Code* and Section R703 of the *International Residential Code for One- and Two-Family Dwellings*.
3. The maintenance of existing buildings and structures is of the utmost importance. This includes not only the exterior of the structure but also its plumbing and mechanical systems.
  - See Sections 304, 403, and 504 of the *International Property Maintenance Code*®.

## Removing Mold

### GUIDELINES FOR REMEDIATION

Mold can generally be removed from nonporous (hard) surfaces by wiping or scrubbing with water or with a combination of water and detergent. The use of a biocide, such as chlorine bleach, is not recommended as a routine practice during mold cleanup. Remember, biocides are toxic to humans as well as to mold, and you should read and follow label precautions. Never mix chlorine bleach solution with cleaning solutions or detergents that contain ammonia because toxic fumes could be produced.

When a mold problem is discovered, it is important to protect the health of everyone involved—tenants, contractors, and work crews. These guidelines will help, even if you have little or no experience with mold remediation.

Refer to these guidelines when evaluating an in-house remediation plan or a remediation plan submitted by an outside contractor. Contractors and other professionals who respond to mold and moisture situations in commercial buildings and schools will also find these guidelines essential.



Mold

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Indoor Air Quality Home Page
Mold Home
Mold Basics
Ten Things You Should Know About Mold
Mold and Health
Mold Cleanup
Mold Testing and Sampling
Frequent Questions about Mold
Mold Publications
Schools and Commercial Buildings
Environmental and Public Health Professionals
Interactive Mold House
Related Topics

You are here: EPA Home » Mold » Mold Cleanup in Your Home

# Mold Cleanup in Your Home

- [Mold Cleanup](#)
- [Tips and Techniques](#)
- [Floods and Flooding](#)

## Mold Cleanup

Who should do the cleanup depends on a number of factors. One consideration is the size of the mold problem. If the moldy area is less than about 10 square feet (less than roughly a 3 ft. by 3 ft. patch), in most cases, you can handle the job yourself, follow the [Mold Cleanup Tips and Techniques](#). However:

- If there has been a lot of water damage, and/or mold growth covers more than 10 square feet, consult EPA guide [Mold Remediation in Schools and Commercial Buildings](#). Although focused on schools and commercial buildings, this document is applicable to other building types.
- If you choose to hire a contractor (or other professional service provider) to do the cleanup, make sure the contractor has experience cleaning up mold. Check references and ask the contractor to follow the recommendations in EPA guide [Mold Remediation in Schools and Commercial Buildings](#), the guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH), or other guidelines from professional or government organizations.
- If you suspect that the heating/ventilation/air conditioning (HVAC) system may be contaminated with mold (it is part of an identified moisture problem, for instance, or there is mold near the intake to the system), consult EPA guide [Should You Have the Air Ducts in Your Home Cleaned?](#) before taking further action. Do not run the HVAC system if you know or suspect that it is contaminated with mold - it could spread mold throughout the building.
- If the water and/or mold damage was caused by sewage or other contaminated water, then call in a professional who has experience cleaning and fixing buildings damaged by contaminated water.
- If you have health concerns, consult a health professional before starting cleanup.\*

A Brief Guide to Mold, Moisture and Your Home  
Read the entire booklet:

- [HTML Version](#)
- [PDF Version](#)

If you already have a mold problem - ACT QUICKLY. Mold damages what it grows on. The longer it grows, the more damage it can cause.



Leaky window - mold is beginning to rot the wooden frame and windowsill.

## Tips and Techniques

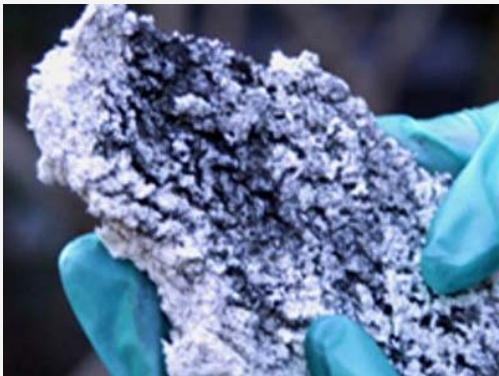
The tips and techniques presented in this section will help you clean up your mold problem. Professional cleaners or remediators may use methods not covered in this publication. Please note that mold may cause staining and cosmetic damage. It may not be possible to clean an item so that its original appearance is restored.

- Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.
- Scrub mold off hard surfaces with detergent and water, and dry completely.
- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.
- Avoid exposing yourself or others to mold. See discussions:
  - [What to Wear When Cleaning Moldy Areas](#)
  - [Hidden Mold](#)
- Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.
- If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist.

Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.\*



Mold growing on the underside of a plastic lawn chair in an area where rainwater drips through and deposits organic material.



Mold growing on a piece of ceiling tile.

### Bathroom Tip

Places that are often or always damp can be hard to maintain completely free of mold. If there's some mold in the shower or elsewhere in the bathroom that seems to reappear, **increasing ventilation** (running a fan or opening a window) and **cleaning more frequently** will usually prevent mold from recurring, or at least keep the mold to a minimum.



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## Floods and Flooding

During a flood cleanup, the indoor air quality in your home or office may appear to be the least of your problems. However, failure to remove contaminated materials and to reduce moisture and humidity can present serious long-term health risks. Standing water and wet materials are a breeding ground for microorganisms, such as viruses, bacteria, and mold. They can cause disease, trigger allergic reactions, and continue to damage materials long after the flood.

To learn more about flood clean up and indoor air quality, visit: [Flood Cleanup and Effects on Indoor Air Quality](#).

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[Contact Us](#) to ask a question, provide feedback, or report a problem.





## District Department of the Environment

# District of Columbia Lead-Safe and Healthy Homes Hub

[Health Topics](#)[Mold and Mildew](#)

## Mold and Mildew

### Mold and Mildew

Molds in the home produce allergens that cause allergic reactions. These reactions can include sneezing, runny nose, red eyes, itchy eyes, and skin rashes. Mold can also trigger asthma episodes and respiratory problems. Mold and mildew thrive in dark and humid areas with poor ventilation. Mold reproduces by making spores, which can be inhaled. Mildew is mold that grows on fabric.

EPA estimates indicate that 50 to 100 common indoor mold types have the potential for creating health problems.

### What are some common allergic reactions to mold and mildew?

- o Coughing
- o Sneezing
- o Wheezing
- o Difficulty in Breathing
- o Nose and throat irritation
- o Nasal or sinus congestion
- o Watery, reddened, or burning eyes
- o Sensitivity to light
- o Skin rashes
- o Headaches
- o Fatigue

### How do I prevent house molds?

Mold is typically caused by excess moisture, which in turn is frequently associated with problems like leaky plumbing or structural defects like rotting or loose windows or doors, or holes in walls or in roofing. What most of these problems share in common is that they violate the District's housing regulations. Fixing these problems will help prevent mold.



## Main Menu

[Healthy Homes Hub](#)[DDOE Home](#)

### Health Topics

[Asbestos](#)[Secondhand Smoke](#)[Asthma Triggers](#)[Lead Poisoning](#)[Radon](#)[Bed Bugs](#)[Mold and Mildew](#)[Multiple Chemical Sensitivity](#)[Roach Infestation](#)[Carbon Monoxide](#)[Interactive House](#)



## What are some ways to destroy mold?

- o Implement ozonelite bulbs
- o Use exhaust fans when cooking or in the shower to help keep mold or mildew from growing.
- o Clean the area with cleansers that contain bleach
- o Use the air conditioner, do not use humidifiers
- o Repair water leaks
- o Clean dehumidifiers once a week

## Links to additional information:

The District Government has established a more comprehensive information page on mold and what to do about it. [You can find it here](#)

### Related Items

- [Asthma Triggers](#)

## THE NEED FOR HEALTHY HOUSING

Every year in the District of Columbia, thousands of children and adults suffer from serious health problems caused or worsened by environmental health hazards. Illnesses and injuries impacted or caused by an environmental hazard are one of the main reasons why children are hospitalized in the District of Columbia. But what many parents and caregivers do not know is that the number one place a child is likely to be harmed by an environmental health hazard is in his or her own home.

Asthma, lead poisoning, unintentional injuries, and other harmful health effects can all be linked to problems within the home. The most common culprits include deteriorating or non-intact paint, excess moisture and mold, insect and rodent infestation, overuse of pesticides and other chemicals, poor ventilation, water leaks, asbestos, carbon monoxide, trip and fall hazards, and malfunctioning cooling, heating, and cooking systems.

In response to these threats, the District's Department of Energy and Environment (DOEE) launched the **DC Partnership for Healthy Homes**, an award-winning citywide project aimed at identifying and ending environmental health and safety threats in the homes of families in all eight wards. Spearheaded by DOEE's Lead and Healthy Housing Division, the Partnership is comprised of a broad coalition of District Government agencies and some of the District's most prominent medical providers, managed care organizations, nonprofits and environmental health professionals.

## CONTACT US

1200 First Street NE , 5th Floor  
Washington, DC 20002

(202) 535-2600

[doee.dc.gov](http://doee.dc.gov)

[dchealthyhomes.com](http://dchealthyhomes.com)



# HEALTHY HOMES

DC PARTNERSHIP FOR HEALTHY HOMES



## WHO WE ARE

Case managers at DOEE are public health analysts with backgrounds in nursing, social work, communications, and clinical care. Most are credentialed by the National Environmental Health Association as Healthy Homes Specialists, and most have received intensive training as professional Asthma Educators. Case managers develop customized strategies for minimizing risk and eliminating hazards for each client, by conducting home visits and coordinating efforts with medical providers and other agencies involved with the families.

Sister agency partners with key roles include code enforcement staff from the Department of Consumer and Regulatory Affairs (DCRA), hazard elimination grant staff at the Department of Housing and Community Development (DHCD), and public and subsidized housing staff from the DC Housing Authority (DCHA).

## WHO OUR DISTRICT-RESIDENT CLIENTS ARE

- Households with a child less than 18 years old who has severe and poorly controlled asthma
- Households with a child less than 6 years old, or a pregnant woman

Typically, these families live in homes where maintenance has been deferred, and that may contain:

- Chipping and/or peeling paint
- Mold, water damage or leaks
- Indoor climate control or ventilation issues
- Pests (insects and/or rodents)
- Excessive household clutter
- Structural safety concerns
- Trip and fall hazards
- Tobacco use or environmental tobacco smoke

## HOW THE PROGRAM WORKS

Participating health providers and social service agencies serve as frontline responders, identifying children in distress due to severe and poorly controlled asthma, lead poisoning and/or situations in which a pregnant woman is living in a hazardous home. The frontline responders refer these families to DOEE's Lead and Healthy Housing Division.

After the intake process, DOEE case managers provide participants with a comprehensive home environmental assessment, education on maintaining a Healthy Home, an asthma management diagnostic, and case management coordination. Once hazards have been identified and documented, DOEE case managers create two documents: a **Technical Assistance Report** that serves as a time-sensitive roadmap for the mitigation of identified hazards and that details the potential health issues related to those hazards, and a **Care Plan** that provides recommendations for immediately minimizing exposure to the identified health and safety threats, pending their elimination.

The Technical Assistance Report is issued to property owners and tenants and details the work that needs to be completed and the general, outcome-focused methodology that should be employed in making necessary repairs. Governed by an in-house tool called the Healthy Homes Case Management Timeline, case managers then guide clients and landlords through the hazard mitigation process and, where applicable, encourage desirable behavioral changes. The Care Plan is sent only to the client home occupant.

For clients who own their own home, case managers connect families to DHCD, where they may qualify for grants to eliminate hazards. For clients in public or

subsidized housing, DOEE works closely with DCHA, the District's public and subsidized housing agency. DOEE may also call on enforcement assistance from DCRA when potential housing code violations are identified. Combined, the efforts these agencies make result in hazard elimination and ultimately in Healthy Homes.

## SHARING INFORMATION & TRACKING OUTCOMES

DOEE uses a sophisticated database that tracks case-related information and records progress in case-related environmental interventions and in the asthma control status of its clients. Partnership members provide timely database updates on cases in which they are involved. The database features a password-protected, secure portal that allows system-approved medical providers to benefit from direct access to relevant data about their patients.

For the public, DOEE created an interactive webpage on home hazards, allowing District residents to obtain information about a variety of health risks that can exist within homes, accessible on the web at: [dchealthyhomes.com](http://dchealthyhomes.com).

DOEE's Healthy Homes program and the Partnership serve not only those District residents whose homes contain hazards, but also help educate the referring agencies about the hazards found, resulting in a broader, District-wide understanding of the environmental health threats found in the nation's capital, how best to eliminate them, and how better to communicate about health risks with District residents.



## HEALTHY HOUSING PROGRAM REFERRAL FORM

### Program Eligibility:

- District of Columbia Resident
- Pregnant Woman and/or a Child  
≤ 18 Years of Age in Home
- ≥ 1 Housing-Related Concerns

### Referral Date:

### Referred By:

Name: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### BASIC DEMOGRAPHIC & CONTACT INFORMATION

Child Name: \_\_\_\_\_

☐ Mark circle if client is a Pregnant Woman without children currently in the household (*Specify her name as Parent/Guardian*)

Child Date of Birth: \_\_\_\_\_ Child Gender: M / F

Parent/Guardian Name: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Home Address: Street: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### HOUSING CONCERN(S): (*Check all that apply and specify severity*)

	Minor Issue		Moderate Issue		Severe Issue
<input type="radio"/> Chipping/Peeling Paint	1	2	3	4	5
<input type="radio"/> Mold	1	2	3	4	5
<input type="radio"/> Water Damage/Leaks	1	2	3	4	5
<input type="radio"/> Pests (Insects/Rodents)	1	2	3	4	5
<input type="radio"/> Excessive Household Dust	1	2	3	4	5
<input type="radio"/> Renovation/Structural Concerns	1	2	3	4	5

List the names and ages of additional children in the household if applicable: \_\_\_\_\_

Other information you believe is important for us to know about this household:

To request copies of a DOEE's Healthy Homes Assessment, you can email Gift Oboite at [gift.oboite@dc.gov](mailto:gift.oboite@dc.gov). You will need to attach a release signed by your client for DOEE.

If you need to follow up on a request, here is Gift Oboite's contact information:

Gift Oboite, MPH  
Public Health Technician  
Department of Energy & Environment  
Government of the District of Columbia  
1200 First Street NE, 5th Floor  
Washington, D.C. 20002  
Desk: (202) 535-2264  
Web: [doee.dc.gov](http://doee.dc.gov)

- [Healthy Homes Hub](#)
- [DOEE Home](#)
- [Health Topics](#)
- [Interactive House](#)



# District of Columbia Lead-Safe and Healthy Homes Hub

Health Topics  Asthma Triggers

## Asthma Triggers

**Asthma is a lung disease** that causes difficulty in breathing and can sometimes lead to death. In the US, around 20 million people are affected by asthma, many of whom are children. When asthma is under control, the airways are clear and open. When asthma is not under control, the muscles around the airways inside the lungs tighten and the airways fill with mucus. This causes people with asthma to wheeze, cough, and suffer from a shortness of breath.



Many things can trigger an asthma attack – several of them can commonly be found in the home. Pet hair and fur, second-hand smoke, mold and mildew, roach and rodent droppings and excessive dust can all trigger asthma episodes (attacks).

While asthma has no cure, it is treatable. Effective medications, paired with environmental modifications to reduce exposure to common triggers, can enable most people living with asthma to lead normal, active lives. The home is an important front in the battle to control a person's asthma.

### Pet Dander

Animal dander from your pet may worsen your asthma. Pets produce dander that puts asthmatics at risk. These pets include dogs, cats, birds, rabbits, and rodents.

Pet dander is the protein in skin flakes, urine, feces, saliva, and hair, and it can trigger asthma symptoms. These proteins are miniscule. They travel through the air and land on a body part, make their way eventually to the nose or the mouth and are then inhaled. Symptoms may occur immediately, or they may not develop until 8 to 12 hours later.

### Insect and Rodent Infestation

The saliva, droppings, and decomposing bodies of cockroaches and rodents contain proteins known to trigger allergies that can increase the severity of asthma symptoms, especially in children. Cockroaches are often found in warm climates and in city homes, but they also can be found in cooler climates because of the use of central heat. Rodents can be found in almost any climate. Eliminating roaches and rodents can be done safely through the use of integrated pest management techniques.

### Second-Hand Smoke

Smoking in the home of a person with asthma can be a deadly habit. In addition to the significant risk of cancer for the smoker and those who breathe in the [second-hand smoke](#), an asthma attack can be triggered by the smoke.



## Mold and Mildew

Mold in the home produce allergens that cause allergic reactions. These reactions include sneezing, runny nose, red eyes, itchy eyes, and skin rashes. Mold therefore can trigger asthma episodes and respiratory problems. Mold and mildew thrive in dark and humid areas with poor ventilation. Mold reproduces by making spores, which can be inhaled. Mildew is mold growing on fabric.

EPA estimates indicate 50 to 100 common indoor mold types have the potential for creating health problems. Getting rid of mold can be difficult and even dangerous. DDOE suggests locating a certified contractor to evaluate serious mold problems before trying to remove mold on your own.

For more information on mold, please visit the [DC government Mold Resource page](#)

## Managing Asthma in the home

Avoid these chores when someone with asthma is inside:

- Sweeping, vacuuming and dusting
- Painting
- Using strong cleaners or bug sprays
- Cooking strong-smelling foods
- After completing any of these tasks, open the windows and/or use exhaust fans to “air out” your home

## Maintain a tidy bedroom

- Take out soft chairs, cushions and extra pillows
- Consider removing carpets and rugs
- Vacuum and wet mop twice a week
- Do not let animals in the bedroom
- Wash sheets and blankets in hot water.
- Avoid pillows made with goose down
- Take stuffed toys off the bed and keep them to a minimum in the home

For more on asthma, visit the DC Asthma Partnership website – [dcasthmapartnership.org](#);  
**Facebook** dcasthma and **Twitter** dcasthma

## Related Items

- [Animal Dander](#)
- [Mold and Mildew](#)

## Main Menu

- [Healthy Homes Hub](#)
- [DOEE Home](#)
- [Health Topics](#)
  - [Asbestos](#)
  - [Secondhand Smoke](#)
  - [Asthma Triggers](#)

[Lead Poisoning](#)

- [Radon](#)
- [Bed Bugs](#)
- [Mold and Mildew](#)
- [Multiple Chemical Sensitivity](#)
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- [Radon](#)
- [Bed Bugs](#)
- [Mold and Mildew](#)
- [Multiple Chemical Sensitivity](#)
- [Roach Infestation](#)
- [Carbon Monoxide](#)



## PREVENTING MOLD IN THE HOME

Mold spores are everywhere and can thrive in damp and humid environments.

### To prevent mold from growing or returning, you must:

- Keep indoor spaces dry, clean, and at a low relative humidity, ideally 30%-50%
- Fix plumbing leaks as soon as possible
- Clean and repair roof gutters regularly
- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly
- Protect vulnerable areas from flooding
- Keep areas prone to humidity, like kitchens and bathrooms, well ventilated with fans and windows
- Ensure appliances that produce moisture, such as clothing dryers, stoves, and kerosene heaters, vent water vapor to the outside
- Insulate cold water pipes and other areas that may collect condensation



See EPA guidance document “[A Brief Guide to Mold, Moisture, and Your Home](#)” for more information about mold prevention and control, as well as EPA guidance document “[Mold Remediation in Schools and Commercial Buildings](#).”

## ASSESSING MOLD IN THE HOME

### So, you think you’ve got mold? Before taking any step to remediate indoor mold growth, always:

- Conduct a visual inspection to determine the extent of water damage and growth.
- Use gloves and respiratory protection in the event you disturb mold growth.
  - √ A properly-fitted N-95 respirator is recommended. Visit the Occupational Safety and Health Administration’s [Respiratory Protection webpage](#) for information on respirators.
  - √ Long gloves that extend to the middle of the forearm and natural rubber, neoprene, nitrile, polyurethane, or PVC are recommended.
  - √ Goggles without ventilation holes are recommended.
- Pay careful attention to the following areas:
  - √ Crawl spaces, attics, wallboards, carpets, wallpaper, behind dry wall, baseboards, insulation, paneling, ceiling tiles, or carpets and pads;
  - √ Ventilation systems like filters, insulations, coils, fins, or other places that may harbor moisture and create damp conditions;
  - √ Ceiling tiles, drywall (paper-covered gypsum wallboard), structural wood, and other cellulose containing surfaces those are susceptible to indoor mold growth when damp.

**REMEMBER!** If your home smells musty or those living in the area are experiencing respiratory health problems, you may have mold. Removing materials harboring hidden mold can lead to a massive release of spores. This can be very hazardous to health. Hire a licensed professional.

**Also,** if you believe the mold in your home is caused by contaminated water, immediately hire a professional!

See EPA guidance document “[A Brief Guide to Mold, Moisture, and Your Home](#)” for more information about mold prevention and control, as well as EPA guidance document “[Mold Remediation in Schools and Commercial Buildings](#).”

### FOR MORE INFORMATION VISIT:

Department of Energy & Environment:

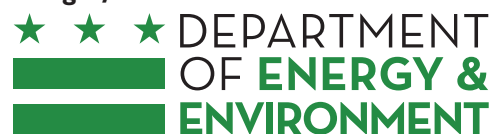
[doee.dc.gov/service/mold](https://doee.dc.gov/service/mold)

Environmental Protection Agency:

[epa.gov/mold](https://epa.gov/mold)

Center For Disease Control:

[cdc.gov/mold](https://cdc.gov/mold)



GOVERNMENT OF THE DISTRICT OF COLUMBIA

# REMEDIATING MOLD IN MULTI FAMILY BUILDINGS

When there is more than 10 square feet of visible mold in a residential building, a DOEE-licensed professional is required to assess and remediate the situation, especially when the residence is tenant-occupied.

Visit [doee.dc.gov/service/mold](https://doee.dc.gov/service/mold) for a list of DOEE mold professionals.

**When remediating mold less than 10 square feet, always remove mold completely in order to avoid regrowth. Always,**

- Wipe or scrub mold off hard surface with water or detergent and water before drying it quickly and completely. When using any cleaning products, follow all label instructions.
- Throw away ceiling tiles, carpet, books and paper, and other absorbent or porous materials that often harbor mold.
- Do not apply paint to a moldy surface.
- Consult a specialist should mold taints your invaluable items.

**Note:** Biocides are substances like chlorine bleach that kills living organisms. Because dead mold can still be hazardous to health, biocides will not eliminate mold completely and therefore, they are not recommended for most mold cleanup.

**If you do choose to use disinfectants or biocides, always:**

- Ventilate the area, and
- Never mix chlorine bleach with other cleaning solutions or detergents that contain ammonia because it can produce toxic fumes.

A list of biocides approved by the District and EPA can be found at the [National Pesticide Information Retrieval System](#).

See EPA guidance document “[A Brief Guide to Mold, Moisture, and Your Home](#)” for more information about mold prevention and control, as well as EPA guidance document “[Mold Remediation in Schools & Commercial Buildings](#).”

Both EPA documents correspond with the District’s Mold Guidelines, which must be followed to remain in compliance with District mold regulations.

**Table 2: Guidelines for Remediating Building Materials with Mold Growth Caused by Clean Water**

Material or Furnishing Affected	Cleanup Methods <sup>1</sup>	Personal Protective Equipment	Containment
SMALL – Total Surface Area Affected Less Than 10 square feet (ft <sup>2</sup> )			
Books and papers	3	Minimum  N-95 respirator, gloves, and goggles	None required
Carpet and backing	1, 3		
Concrete or cinder block	1, 3		
Hard surface, porous flooring (Linoleum, ceramic tile, vinyl)	1, 2, 3		
Non-porous, hard surfaces (Plastics, metals)	1, 2, 3		
Upholstered furniture & drapes	1, 3		
Wallboard (Drywall and gypsum board)	3		
Wood surfaces	1, 2, 3		
MEDIUM – Total Surface Area Affected Between 10 and 100 (ft <sup>2</sup> )			
Books and papers	3	Limited or Full  Use professional judgment, consider potential for remediator exposure and size of contaminated area	Limited  Use professional judgment, consider potential for remediator/occupant exposure and size of contaminated area
Carpet and backing	1, 3, 4		
Concrete or cinder block	1, 3		
Hard surface, porous flooring (Linoleum, ceramic tile, vinyl)	1, 2, 3		
Non-porous, hard surfaces (Plastics, metals)	1, 2, 3		
Upholstered furniture & drapes	1, 3, 4		
Wallboard (Drywall and gypsum board)	3, 4		
Wood surfaces	1, 2, 3		
LARGE – Total Surface Area Affected Greater Than 100 (ft <sup>2</sup> ) or Potential for Increased Occupant or Remediator Exposure During Remediation Estimated to be Significant			
Books and papers	3	Full  Use professional judgment, consider potential for remediator exposure and size of contaminated area	Full  Use professional judgment, consider potential for remediator/occupant exposure and size of contaminated area
Carpet and backing	1, 3, 4		
Concrete or cinder block	1, 3		
Hard surface, porous flooring (Linoleum, ceramic tile, vinyl)	1, 2, 3, 4		
Non-porous, hard surfaces (Plastics, metals)	1, 2, 3		
Upholstered furniture & drapes	1, 3, 4		
Wallboard (Drywall and gypsum board)	3, 4		
Wood surfaces	1, 2, 3, 4		



## METHODS KEY

**Method 1:** Wet vacuum (in the case of porous materials, some mold spores/fragments will remain in the material but will not grow if the material is completely dried). Steam cleaning may be an alternative for carpets and some upholstered furniture.

**Method 2:** Damp-wipe surfaces with plain water or with water and detergent solution (except wood—use wood floor cleaner); scrub as needed.

**Method 3:** High-efficiency particulate air (HEPA) vacuum after the material has been thoroughly dried. Dispose of the contents of the HEPA vacuum in well-sealed plastic bags.

**Method 4:** Discard – remove water-damaged materials and seal in plastic bags while inside of containment, if present. Dispose of as normal waste. HEPA vacuum area after it is dried.

**Contact for ADA/504 Requests:**

ADA/504 Program Coordinator  
[ada504@dchousing.org](mailto:ada504@dchousing.org)  
(202) 535-2737

**To get more information about DCHA's ADA/504 Program, you can visit the link here:**

<http://dchousing.org/doc.aspx?docid=61>

As of 3/6/19, the current ADA/504 Coordinator is Michael Pearlman, [mpearlman@dchousing.org](mailto:mpearlman@dchousing.org).

*Last updated on 3/6/19*



# MEMORANDUM

TO: Persons Requesting a Reasonable Accommodation  
FROM: District of Columbia Housing Authority  
RE: General Principles to Requests for Reasonable Accommodations  
DATE: December 1, 2001

## GENERAL PRINCIPLES TO REQUESTS FOR REASONABLE ACCOMMODATIONS

- A. The person requesting the reasonable accommodation is usually an expert in regard to his or her own disability and the accommodations that may be appropriate. Generally, we presume that the information the person provides concerning his or her own needs is accurate and the method proposed for accommodating those needs is the most appropriate.
- B. This procedure for evaluation and responding to requests for a reasonable accommodation relies on a cooperative relationship between us and the applicant/resident. The process is not adversarial.
- C. The Form, "Request for a Reasonable Accommodation" is designed to help us and applicants/residents. If an applicant/resident does not, or cannot, use the Form, DCHA will reduce the request for an accommodation to writing and process it in accordance to its policies.
- D. If the accommodation is reasonable, we will grant it (see principle F below).
- E. Where the reasonable accommodation is requested by an applicant in order to overcome negative information, or by a resident in order to overcome a lease violation, we will make the following additional determinations: 1) the essential impact of the negative information or lease violation and 2) whether the requested accommodation eliminates or satisfactorily reduces the essential impact, so that the person can occupy the housing with a reasonable expectation of success. If the requested accommodation is reasonable and produces the reasonable expectation of success, we will grant the request.
- F. Reasonable accommodations will be focused on the person and designed to address each person's situation.

## EXAMPLES OF REASONABLE ACCOMMODATION METHODS

The following are examples of modification which may constitute reasonable accommodations for individual residents. The accommodations listed below will not necessarily be available to all residents in all developments. They may not be structurally practicable in all apartments or developments.

### **I. Apartment Entrance and/or Interior Doors**

- Widen doors
- Rehang door to lay flat against a wall when opened
- Rehang door to swing out instead of into a space
- Add or adjust "door closer"
- Adjust door for appropriate opening force for disabled persons
- Provide lever type or other accessible door handles
- Provide lower peep holes or "telescoped" peep holes for people with mobility impairments
- Attach a flashing light signal to door bell for individuals with hearing impairments
- Bevel any changes in pathway level that exceed ¼" in height
- Utilize different/proper color paint for doors or around doorways, windows or baseboards for people with sight impairments

### **II. Apartment Interiors**

- Cover or protect exposed hot water pipes in bathroom or kitchen or where hot water is used for heating purposes
- Utilize different/proper color paint for doors or around doorways, windows or baseboards for people with sight impairments

### **III. Apartment Closets**

- Provide accessible or adjustable closet rods and shelves

### **IV. Apartment Bathrooms**

- Provide wider bathroom door
- Provide lever type faucets
- Lower wash basin
- Lower mirror
- Provide accessible toilet
- Relocate toilet paper dispenser
- Provide grab bars in toilet and/or tub area
- Provide seat for tub
- Provide hand-held shower device
- Relocate bathtub and/or shower controls
- Provide roll-in shower or shower with seat

**V. Apartment Kitchens**

- Lower kitchen sink
- Provide lever type faucets
- Provide accessible kitchen cabinets
- Replace cabinet handles or door pulls with accessible handles
- Provide kitchen counter work space
- Provide accessible refrigerator with freezer at proper height or on the bottom
- Provide accessible range with controls on front for people with mobility impairments, or with tactile controls for individuals with visual impairments

**VI. Apartment Windows**

- Provide windows which only require five pounds of force to open; provide crank type opening mechanism with large levers or push rods, if possible

**VII. Apartment Smoke Detectors/Fire Alarms**

- Provide visual/audible fire alarm system for individuals with hearing impairments with additional alarm stations in bedrooms and bathrooms

**VIII. Building Elevator**

- Adjust automatic door to close less quickly
- Relocate operating panel
- Adjust elevator to ensure that cab stops level with floor
- Provide a floor signaling method for individuals with hearing impairments
- Provide raised/braille numbers/lettering that are properly located for individuals with visual impairments

**IX. Trash Disposal Facilities**

- Provide accessible trash compactor or other accommodation

**X. Receipt of Mail**

- Provide accessible mailbox, such as lower height or other accommodation

**XI. Laundry Facilities**

- Common laundry facilities, where provided – Provide an accessible laundry facility; provide at least one front loading washer and one front loading dryer or other accommodation



**XII. Building Entrances & Routes (to residential buildings, management offices, parking)**

- Provide accessible signage
- Rehang door to lay flat against a wall when opened
- Rehang door to swing out instead of into a space
- Add or adjust door closets
- Adjust door for appropriate opening force for disabled persons
- Provide lever type or other accessible door handles
- Bevel any changes in pathway level that exceed ¼" in height
- Utilize different/proper color paint for doors or around doorways, windows or baseboards for people with sight impairments
- Provide accessible entrance
- Provide accessible route to apartment, management office, parking
- Provide accessible hallway
- Provide accessible maneuvering space at door
- Replace stairs/risers to comply with UFAS

**XIII. Common Areas (For example, Community/Senior Center, Laundry Room)**

- Provide accessible signage
- Add handrails at stepped locations
- Add edge protection to ramps
- Widen doors
- Rehang door to lay flat against a wall when opened
- Rehang door to swing out instead of into a space
- Provide accessible or adjustable closet rods and shelves
- Raise or adjust objects that protrude into an accessible route or interfere with required headroom
- Provide lever type faucets in bathrooms
- Provide accessible toilets in bathrooms
- Provide grab bars in bathrooms
- Lower bathroom mirrors
- Provide extra electrical outlets for tty equipment/personal alarms
- Provide heavier electrical circuits to handle higher wattage bulbs for sight-impaired persons and personal alarms for deaf persons
- Provide visual/audible fire alarm system for individuals with hearing impairments
- Provide accessible kitchen cabinets, where kitchen is commonly used by residents
- Provide kitchen counter work space which is accessible to a wheelchair user, where kitchen is commonly used by residents
- Provide accessible refrigerator, where kitchen is commonly used by residents
- Provide accessible range, where kitchen is commonly used by residents

### REQUEST FOR REASONABLE ACCOMMODATION

On this form you may request that the Housing Authority provide reasonable accommodations to any member of your household who has a disability, so that your household members can better use your residence, or the Housing Authority's facilities or programs.

For this purpose, please complete this form. You must date and sign your name at the bottom and return this form to your property manager's office. If you need help in understanding what disabilities or reasonable accommodations are, would like additional information regarding the rights of persons with disabilities, or need help in completing this form, you may contact your property management office or the Housing Authority ADA/504 Coordinator.

Date of Request \_\_\_\_\_ Social Security Number \_\_\_\_\_

Name of Applicant/Resident/Participant	Telephone Number
--	------------------

---

Address
City / State / Zip Code

1. This is the reasonable accommodation I request (examples of requests attached):

---

2. I request it for (name) \_\_\_\_\_

3. My reason for requesting this accommodation (why): \_\_\_\_\_

---

4. A physician, licensed health professional, professional representing a social service agency, disability agency or clinic may provide verification of your disability.

You may request a physical modification to your present unit, or a transfer to an already modified unit (either in your current development or in another one). The Housing Authority will work with you to determine how to fulfill your request. Documentation to support your request may be required. Please indicate which option you prefer:

- ☐ I prefer modifications to be done to my present unit only.
- ☐ I would prefer moving to an already modified unit, but only within my present development.
- ☐ I would prefer moving to an already modified unit, even in another development.

Signature of Applicant/Resident/Participant \_\_\_\_\_ Date \_\_\_\_\_



**RELEASE OF MEDICAL INFORMATION**

RE: \_\_\_\_\_  
Please print disabled household member's name

DATE: \_\_\_\_\_

I hereby authorize \_\_\_\_\_  
Please print health care provider's full name

to consult with representatives of the District of Columbia Housing Authority, in writing, in person, or by telephone concerning the physical or mental impairment(s) that I assert qualify the resident named above as a person with a disability and to provide any information that the agency requests concerning the impairment(s) and the patient's housing needs.

\_\_\_\_\_  
Signature (Disabled Household Member/Affected  
Family Member/Parent/Legal Guardian)

PLEASE PRINT

Health Care Provider's Name \_\_\_\_\_

Health Care Provider's Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Health Care Provider's Phone \_\_\_\_\_

Health Care Provider's Fax \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Applicant/Resident Requesting AccommodationAddress: \_\_\_\_\_  
\_\_\_\_\_

Re: Disability Verification

Dear Resident/Applicant:

You have indicated that you, or a member of your household, needs a reasonable accommodation in connection with a District of Columbia Housing Authority residence, facility or program because of a disability. A physician, licensed health professional, or a professional representing a social service agency, disability agency or clinic may verify this information.

Please take this letter, the Health Care Provider Letter (Form 745) and the enclosed pre-addressed envelope to your health care provider or other appropriate individual.

The District of Columbia Housing Authority will use the information as it is provided to evaluate your request for a reasonable accommodation and will keep it confidential pursuant to law. If you choose not to authorize the release of this information, we will no longer consider your request for a reasonable accommodation.

**MODIFICATION/ACCOMMODATION REQUESTED:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AUTHORIZATION TO RELEASE INFORMATION**  
*[To Be Completed by Applicant/Resident]*

Re: Household member with disability \_\_\_\_\_

I hereby authorize the release of information to the District of Columbia Housing Authority regarding the request for reasonable accommodation(s) described on this form. This release shall constitute a waiver of the confidentiality of our relationship, if any.

\_\_\_\_\_  
Affected Family Member/Parent/Legal Guardian (print and sign) \_\_\_\_\_ Date

\_\_\_\_\_  
Relationship to Resident

District of Columbia Housing Authority  
Housing Management Staff

ADA Form 744 (2/2002)

**DISTRICT OF COLUMBIA HOUSING AUTHORITY  
TENANT REQUEST FOR TRANSFER**

HEAD(S) OF HOUSEHOLD: \_\_\_\_\_ PROPERTY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ LEASE NO.: \_\_\_\_\_

Name(s) of all Members of Household	Relationship to Head(s) of Household	Sex	Age
	<b>HEAD OF HOUSEHOLD</b>		

**REASON FOR TRANSFER REQUEST:**

- ☐ Emergency Transfer (to alleviate immediate threat to health and/or safety)  
☐ Reasonable Accommodation (household member requires dwelling unit with accessible features)  
☐ Over/Under Housed (current unit is too large/small for household)  
☐ Other (Specify): \_\_\_\_\_

Date: \_\_\_\_\_ Signature(s) of Head of Household \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Supporting Documents Attached: ☐ Yes ☐ No

Copies to:      Resident      Resident File      Director of Housing Management

District of Columbia Housing Authority  
Housing Management Staff

ADA Form 749 (3/2002)

**DISTRICT OF COLUMBIA HOUSING AUTHORITY  
LIVE-IN AIDE INFORMATION FORM**

This form is with regard to your reasonable accommodation request for a live-in aide and requires that you provide the management office with information on the person you have identified to become your live-in aide. **In addition, the person chosen to become your live-in aide will be notified at a later date by the Client Placement Division ("CPD") for a final eligible interview.**

Head of Household: \_\_\_\_\_

Property Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

*Please Print*

**LIVE-IN AIDE INFORMATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Relationship: \_\_\_\_\_

*Please Print*

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date



# MEMORANDUM

TO: Persons Requesting a Reasonable Accommodation  
FROM: District of Columbia Housing Authority  
RE: General Principles to Requests for Reasonable Accommodations  
DATE: December 1, 2001

## GENERAL PRINCIPLES TO REQUESTS FOR REASONABLE ACCOMMODATIONS

- A. The person requesting the reasonable accommodation is usually an expert in regard to his or her own disability and the accommodations that may be appropriate. Generally, we presume that the information the person provides concerning his or her own needs is accurate and the method proposed for accommodating those needs is the most appropriate.
- B. This procedure for evaluation and responding to requests for a reasonable accommodation relies on a cooperative relationship between us and the applicant/resident. The process is not adversarial.
- C. The Form, "Request for a Reasonable Accommodation" is designed to help us and applicants/residents. If an applicant/resident does not, or cannot, use the Form, DCHA will reduce the request for an accommodation to writing and process it in accordance to its policies.
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- F. Reasonable accommodations will be focused on the person and designed to address each person's situation.

## EXAMPLES OF REASONABLE ACCOMMODATION METHODS

The following are examples of modification which may constitute reasonable accommodations for individual residents. The accommodations listed below will not necessarily be available to all residents in all developments. They may not be structurally practicable in all apartments or developments.

### **I. Apartment Entrance and/or Interior Doors**

- Widen doors
- Rehang door to lay flat against a wall when opened
- Rehang door to swing out instead of into a space
- Add or adjust "door closer"
- Adjust door for appropriate opening force for disabled persons
- Provide lever type or other accessible door handles
- Provide lower peep holes or "telescoped" peep holes for people with mobility impairments
- Attach a flashing light signal to door bell for individuals with hearing impairments
- Bevel any changes in pathway level that exceed ¼" in height
- Utilize different/proper color paint for doors or around doorways, windows or baseboards for people with sight impairments

### **II. Apartment Interiors**

- Cover or protect exposed hot water pipes in bathroom or kitchen or where hot water is used for heating purposes
- Utilize different/proper color paint for doors or around doorways, windows or baseboards for people with sight impairments

### **III. Apartment Closets**

- Provide accessible or adjustable closet rods and shelves

### **IV. Apartment Bathrooms**

- Provide wider bathroom door
- Provide lever type faucets
- Lower wash basin
- Lower mirror
- Provide accessible toilet
- Relocate toilet paper dispenser
- Provide grab bars in toilet and/or tub area
- Provide seat for tub
- Provide hand-held shower device
- Relocate bathtub and/or shower controls
- Provide roll-in shower or shower with seat

- V. Apartment Kitchens
- Lower kitchen sink
  - Provide lever type faucets
  - Provide accessible kitchen cabinets
  - Replace cabinet handles or door pulls with accessible handles
  - Provide kitchen counter work space
  - Provide accessible refrigerator with freezer at proper height or on the bottom
  - Provide accessible range with controls on front for people with mobility impairments, or with tactile controls for individuals with visual impairments
- VI. Apartment Windows
- Provide windows which only require five pounds of force to open; provide crank type opening mechanism with large levers or push rods, if possible
- VII. Apartment Smoke Detectors/Fire Alarms
- Provide visual/audible fire alarm system for individuals with hearing impairments with additional alarm stations in bedrooms and bathrooms
- VIII. Building Elevator
- Adjust automatic door to close less quickly
  - Relocate operating panel
  - Adjust elevator to ensure that cab stops level with floor
  - Provide a floor signaling method for individuals with hearing impairments
  - Provide raised/braille numbers/lettering that are properly located for individuals with visual impairments
- IX. Trash Disposal Facilities
- Provide accessible trash compactor or other accommodation
- X. Receipt of Mail
- Provide accessible mailbox, such as lower height or other accommodation
- XI. Laundry Facilities
- Common laundry facilities, where provided – Provide an accessible laundry facility; provide at least one front loading washer and one front loading dryer or other accommodation



**XII. Building Entrances & Routes (to residential buildings, management offices, parking)**

- Provide accessible signage
- Rehang door to lay flat against a wall when opened
- Rehang door to swing out instead of into a space
- Add or adjust door closets
- Adjust door for appropriate opening force for disabled persons
- Provide lever type or other accessible door handles
- Bevel any changes in pathway level that exceed ¼" in height
- Utilize different/proper color paint for doors or around doorways, windows or baseboards for people with sight impairments
- Provide accessible entrance
- Provide accessible route to apartment, management office, parking
- Provide accessible hallway
- Provide accessible maneuvering space at door
- Replace stairs/risers to comply with UFAS

**XIII. Common Areas (For example, Community/Senior Center, Laundry Room)**

- Provide accessible signage
- Add handrails at stepped locations
- Add edge protection to ramps
- Widen doors
- Rehang door to lay flat against a wall when opened
- Rehang door to swing out instead of into a space
- Provide accessible or adjustable closet rods and shelves
- Raise or adjust objects that protrude into an accessible route or interfere with required headroom
- Provide lever type faucets in bathrooms
- Provide accessible toilets in bathrooms
- Provide grab bars in bathrooms
- Lower bathroom mirrors
- Provide extra electrical outlets for tty equipment/personal alarms
- Provide heavier electrical circuits to handle higher wattage bulbs for sight-impaired persons and personal alarms for deaf persons
- Provide visual/audible fire alarm system for individuals with hearing impairments
- Provide accessible kitchen cabinets, where kitchen is commonly used by residents
- Provide kitchen counter work space which is accessible to a wheelchair user, where kitchen is commonly used by residents
- Provide accessible refrigerator, where kitchen is commonly used by residents
- Provide accessible range, where kitchen is commonly used by residents



**REQUEST FOR REASONABLE ACCOMMODATION**

On this form you may request that the Housing Authority provide reasonable accommodations to any member of your household who has a disability, so that your household members can better use your residence, or the Housing Authority's facilities or programs.

For this purpose, please complete this form. You must date and sign your name at the bottom and return this form to your property manager's office. If you need help in understanding what disabilities or reasonable accommodations are, would like additional information regarding the rights of persons with disabilities, or need help in completing this form, you may contact the DCHA Housing Choice Voucher Program office or the Housing Authority ADA/504 Coordinator.

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Date of Request

---

Social Security Number

---

Name of Applicant/Resident/Participant

---

Telephone Number

---

Address

---

City / State / Zip Code

1. This is the reasonable accommodation I request (examples of requests attached):

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2. I request it for (name) \_\_\_\_\_

3. My reason for requesting this accommodation (why): \_\_\_\_\_

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4. A physician, licensed health professional, professional representing a social service agency, disability agency or clinic may provide verification of your disability.

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Signature of Participant

---

Date

**RELEASE OF MEDICAL INFORMATION**

RE: \_\_\_\_\_  
Please print disabled household member's name

DATE: \_\_\_\_\_

I hereby authorize \_\_\_\_\_  
Please print health care provider's full name

to consult with representatives of the District of Columbia Housing Authority, in writing, in person, or by telephone concerning the physical or mental impairment(s) that I assert qualify the patient as a person with a disability and to provide any information that the agency requests concerning the impairment(s) and the patient's housing needs.

\_\_\_\_\_  
Signature (Disabled Household Member/Affected  
Family Member/Parent/Legal Guardian)

PLEASE PRINT

Health Care Provider's Name \_\_\_\_\_

Health Care Provider's Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Health Care Provider's Phone \_\_\_\_\_

Health Care Provider's Fax \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
HCVP Participant Requesting AccommodationAddress: \_\_\_\_\_  
\_\_\_\_\_

Re: Disability Verification

Dear HCVP Participant:

You have indicated that you, or a member of your household, need a reasonable accommodation in connection with a District of Columbia Housing Authority residence, facility or program because of a disability. A physician, licensed health professional, or a professional representing a social service agency, disability agency or clinic may verify this information.

The District of Columbia Housing Authority will use the information as it is provided to evaluate your request for a reasonable accommodation and will keep it confidential pursuant to law. **If you choose not to authorize the release of this information, we will no longer consider your request for a reasonable accommodation.**

MODIFICATION/ACCOMMODATION REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZATION TO RELEASE INFORMATION  
*[To Be Completed by HCVP Participant]*

Re: Household member with disability \_\_\_\_\_

I hereby authorize the release of information to the District of Columbia Housing Authority regarding the request for reasonable accommodation(s) described on this form. This release shall constitute a waiver of the confidentiality of our relationship, if any.

\_\_\_\_\_  
Affected Family Member/Parent/Legal Guardian (print and sign)\_\_\_\_\_  
Date\_\_\_\_\_  
Relationship to Disabled Household Member

# DISTRICT OF COLUMBIA HOUSING AUTHORITY HOUSEHOLD VERIFICATION FORM

HEAD(S) OF HOUSEHOLD: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CURRENT VOUCHER SIZE: \_\_\_\_\_

Name(s) of all Members of Household	Relationship to Head(s) of Household	Sex	Age
	<b>HEAD OF HOUSEHOLD</b>		

**REASON FOR TRANSFER REQUEST:**

- ☐ Emergency Transfer (to alleviate immediate threat to health and/or safety)  
☐ Reasonable Accommodation (household member requires dwelling unit with accessible features)  
☐ Over/Under Housed (current unit is too large/small for household)  
☐ Other (Specify): \_\_\_\_\_

Date: \_\_\_\_\_ Signature(s) of Head of Household \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

Received by Specialist: \_\_\_\_\_ Date: \_\_\_\_\_

Supporting Documents Attached: ☐ Yes ☐ No

***DISTRICT OF COLUMBIA HOUSING AUTHORITY  
LIVE-IN AIDE INFORMATION FORM***

This form is with regard to your reasonable accommodation request for a live-in aide and requires that you provide the Housing Choice Voucher Specialist with information on the person you have identified to become your live-in aide. **In addition, the person chosen to become your live-in aide will be notified at a later date by the Client Placement Division ("CPD") for a final eligible interview.**

Head of Household: \_\_\_\_\_

Property Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

*Please Print*

**LIVE-IN AIDE INFORMATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Relationship: \_\_\_\_\_

*Please Print*

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date





**U.S. DEPARTMENT OF JUSTICE  
CIVIL RIGHTS DIVISION**



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**

*Washington, D.C.  
March 5, 2008*

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**JOINT STATEMENT OF  
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND THE DEPARTMENT OF JUSTICE**

***REASONABLE MODIFICATIONS UNDER THE  
FAIR HOUSING ACT***

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**Introduction**

The Department of Justice (“DOJ”) and the Department of Housing and Urban Development (“HUD”) are jointly responsible for enforcing the federal Fair Housing Act<sup>1</sup> (the “Act”), which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability.<sup>2</sup> One type of disability discrimination prohibited by the Act is a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.<sup>3</sup> HUD and DOJ frequently respond to complaints alleging that housing providers have violated the Act by refusing reasonable modifications to persons with disabilities. This Statement provides technical assistance regarding the rights and obligations of persons with disabilities and housing providers under the Act relating to reasonable modifications.<sup>4</sup>

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<sup>1</sup> The Fair Housing Act is codified at 42 U.S.C. §§ 3601-3619.

<sup>2</sup> The Act uses the term “handicap” instead of “disability.” Both terms have the same legal meaning. See *Bragdon v. Abbott*, 524 U.S. 624, 631 (1998) (noting that the definition of “disability” in the Americans with Disabilities Act is drawn almost verbatim “from the definition of ‘handicap’ contained in the Fair Housing Amendments Act of 1988”). This document uses the term “disability,” which is more generally accepted.

<sup>3</sup> 42 U.S.C. § 3604(f)(3)(A).

<sup>4</sup> This Statement does not address the principles relating to reasonable accommodations. For further information see the Joint Statement of the Department of Housing and Urban

This Statement is not intended to provide specific guidance regarding the Act's design and construction requirements for multifamily dwellings built for first occupancy after March 13, 1991. Some of the reasonable modifications discussed in this Statement are features of accessible design that are required for covered multifamily dwellings pursuant to the Act's design and construction requirements. As a result, people involved in the design and construction of multifamily dwellings are advised to consult the Act at 42 U.S.C. § 3604(f)(3)(c), the implementing regulations at 24 C.F.R. § 100.205, the Fair Housing Accessibility Guidelines, and the Fair Housing Act Design Manual. All of these are available on HUD's website at [www.hud.gov/offices/fheo/disabilities/index.cfm](http://www.hud.gov/offices/fheo/disabilities/index.cfm). Additional technical guidance on the design and construction requirements can also be found on HUD's website and the Fair Housing Accessibility FIRST website at: <http://www.fairhousingfirst.org>.

## **Questions and Answers**

### **1. What types of discrimination against persons with disabilities does the Act prohibit?**

The Act prohibits housing providers from discriminating against housing applicants or residents because of their disability or the disability of anyone associated with them and from treating persons with disabilities less favorably than others because of their disability. The Act makes it unlawful for any person to refuse "to permit, at the expense of the [disabled] person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, the landlord may where it is reasonable to do so condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted."<sup>5</sup> The Act also makes it unlawful for any person to refuse "to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford ... person(s) [with disabilities] equal opportunity to use and enjoy a dwelling." The Act also prohibits housing providers from refusing residency to persons with disabilities, or, with some narrow exceptions<sup>6</sup>,

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Development and the Department of Justice: Reasonable Accommodations Under the Fair Housing Act, dated May 17, 2004. This Joint Statement is available at [www.hud.gov/offices/fheo/disabilities/index.cfm](http://www.hud.gov/offices/fheo/disabilities/index.cfm) and [http://www.usdoj.gov/crt/housing/jointstatement\\_ra.htm](http://www.usdoj.gov/crt/housing/jointstatement_ra.htm). See also 42 U.S.C. § 3604(f)(3)(B).

This Statement also does not discuss in depth the obligations of housing providers who are recipients of federal financial assistance to make and pay for structural changes to units and common and public areas that are needed as a reasonable accommodation for a person's disability. See Question 31.

<sup>5</sup> 42 U.S.C. § 3604(f)(3)(A). HUD regulations pertaining to reasonable modifications may be found at 24 C.F.R. § 100.203.

<sup>6</sup> The Act contemplates certain limits to the receipt of reasonable accommodations or reasonable modifications. For example, a tenant may be required to deposit money into an interest bearing



placing conditions on their residency, because those persons may require reasonable modifications or reasonable accommodations.

## **2. What is a reasonable modification under the Fair Housing Act?**

A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. A request for a reasonable modification may be made at any time during the tenancy. The Act makes it unlawful for a housing provider or homeowners' association to refuse to allow a reasonable modification to the premises when such a modification may be necessary to afford persons with disabilities full enjoyment of the premises.

To show that a requested modification may be necessary, there must be an identifiable relationship, or nexus, between the requested modification and the individual's disability. Further, the modification must be "reasonable." Examples of modifications that typically are reasonable include widening doorways to make rooms more accessible for persons in wheelchairs; installing grab bars in bathrooms; lowering kitchen cabinets to a height suitable for persons in wheelchairs; adding a ramp to make a primary entrance accessible for persons in wheelchairs; or altering a walkway to provide access to a public or common use area. These examples of reasonable modifications are not exhaustive.

## **3. Who is responsible for the expense of making a reasonable modification?**

The Fair Housing Act provides that while the housing provider must permit the modification, the tenant is responsible for paying the cost of the modification.

## **4. Who qualifies as a person with a disability under the Act?**

The Act defines a person with a disability to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other

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account to ensure that funds are available to restore the interior of a dwelling to its previous state. See, e.g., Question 21 below. A reasonable accommodation can be conditioned on meeting reasonable safety requirements, such as requiring persons who use motorized wheelchairs to operate them in a manner that does not pose a risk to the safety of others or cause damage to other persons' property. See Joint Statement on Reasonable Accommodations, Question 11.

than addiction caused by current, illegal use of a controlled substance) and alcoholism.

The term “substantially limits” suggests that the limitation is “significant” or “to a large degree.”

The term “major life activity” means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one’s self, learning, and speaking. This list of major life activities is not exhaustive.

## **5. Who is entitled to a reasonable modification under the Fair Housing Act?**

Persons who meet the Fair Housing Act’s definition of “person with a disability” may be entitled to a reasonable modification under the Act. However, there must be an identifiable relationship, or nexus, between the requested modification and the individual’s disability. If no such nexus exists, then the housing provider may refuse to allow the requested modification.

**Example 1:** A tenant, whose arthritis impairs the use of her hands and causes her substantial difficulty in using the doorknobs in her apartment, wishes to replace the doorknobs with levers. Since there is a relationship between the tenant’s disability and the requested modification and the modification is reasonable, the housing provider must allow her to make the modification at the tenant’s expense.

**Example 2:** A homeowner with a mobility disability asks the condo association to permit him to change his roofing from shaker shingles to clay tiles and fiberglass shingles because he alleges that the shingles are less fireproof and put him at greater risk during a fire. There is no evidence that the shingles permitted by the homeowner’s association provide inadequate fire protection and the person with the disability has not identified a nexus between his disability and the need for clay tiles and fiberglass shingles. The homeowner’s association is not required to permit the homeowner’s modification because the homeowner’s request is not reasonable and there is no nexus between the request and the disability.

## **6. If a disability is not obvious, what kinds of information may a housing provider request from the person with a disability in support of a requested reasonable modification?**

A housing provider may not ordinarily inquire as to the nature and severity of an individual’s disability. However, in response to a request for a reasonable modification, a housing provider may request reliable disability-related information that (1) is necessary to verify that the person meets the Act’s definition of disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed modification, and (3) shows the relationship between the person’s disability and the need for the requested modification. Depending on the individual’s circumstances, information verifying that the person meets the Act’s definition of disability can usually be provided by the individual herself (e.g., proof that an individual under 65 years of age receives Supplemental Security

Income or Social Security Disability Insurance benefits<sup>8</sup> or a credible statement by the individual). A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.

Once a housing provider has established that a person meets the Act's definition of disability, the provider's request for documentation should seek only the information that is necessary to evaluate if the reasonable modification is needed because of a disability. Such information must be kept confidential and must not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable modification request or unless disclosure is required by law (e.g., a court-issued subpoena requiring disclosure).

**7. What kinds of information, if any, may a housing provider request from a person with an obvious or known disability who is requesting a reasonable modification?**

A housing provider is entitled to obtain information that is necessary to evaluate whether a requested reasonable modification may be necessary because of a disability. If a person's disability is obvious, or otherwise known to the housing provider, and if the need for the requested modification is also readily apparent or known, then the provider may not request any additional information about the requester's disability or the disability-related need for the modification.

If the requester's disability is known or readily apparent to the provider, but the need for the modification is not readily apparent or known, the provider may request only information that is necessary to evaluate the disability-related need for the modification.

**Example 1:** An applicant with an obvious mobility impairment who uses a motorized scooter to move around asks the housing provider to permit her to install a ramp at the entrance of the apartment building. Since the physical disability (i.e., difficulty walking) and the disability-related need for the requested modification are both readily apparent, the provider may not require the applicant to provide any additional information about her disability or the need for the requested modification.

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<sup>8</sup> Persons who meet the definition of disability for purposes of receiving Supplemental Security Income ("SSI") or Social Security Disability Income ("SSDI") benefits in most cases meet the definition of a disability under the Fair Housing Act, although the converse may not be true. See, e.g., Cleveland v. Policy Management Systems Corp., 526 U.S. 795, 797 (1999) (noting that SSDI provides benefits to a person with a disability so severe that she is unable to do her previous work and cannot engage in any other kind of substantial gainful work whereas a person pursuing an action for disability discrimination under the Americans with Disabilities Act may state a claim that "with a reasonable accommodation" she could perform the essential functions of the job).

**Example 2:** A deaf tenant asks his housing provider to allow him to install extra electrical lines and a cable line so the tenant can use computer equipment that helps him communicate with others. If the tenant's disability is known, the housing provider may not require him to document his disability; however, since the need for the electrical and cable lines may not be apparent, the housing provider may request information that is necessary to support the disability-related need for the requested modification.

## **8. Who must comply with the Fair Housing Act's reasonable modification requirements?**

Any person or entity engaging in prohibited conduct – i.e., refusing to allow an individual to make reasonable modifications when such modifications may be necessary to afford a person with a disability full enjoyment of the premises – may be held liable unless they fall within an exception to the Act's coverage. Courts have applied the Act to individuals, corporations, associations and others involved in the provision of housing and residential lending, including property owners, housing managers, homeowners and condominium associations, lenders, real estate agents, and brokerage services. Courts have also applied the Act to state and local governments, most often in the context of exclusionary zoning or other land-use decisions. See, e.g., City of Edmonds v. Oxford House, Inc., 514 U.S. 725, 729 (1995); Project Life v. Glendening, 139 F. Supp. 2d 703, 710 (D. Md. 2001), aff'd, 2002 WL 2012545 (4th Cir. 2002).

## **9. What is the difference between a *reasonable accommodation* and a *reasonable modification* under the Fair Housing Act?<sup>9</sup>**

Under the Fair Housing Act, a reasonable *modification* is a structural change made to the premises whereas a reasonable *accommodation* is a change, exception, or adjustment to a rule, policy, practice, or service. A person with a disability may need either a reasonable accommodation or a reasonable modification, or both, in order to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Generally, under the Fair Housing Act, the housing provider is responsible for the costs associated with a reasonable accommodation unless it is an undue financial and administrative burden, while the tenant or someone acting on the tenant's behalf, is responsible for costs associated with a reasonable modification. See Reasonable Accommodation Statement, Questions 7 and 8.

**Example 1:** Because of a mobility disability, a tenant wants to install grab bars in the bathroom. This is a reasonable modification and must be permitted at the tenant's expense.

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<sup>9</sup> Housing providers that receive federal financial assistance are also subject to the requirements of Section 504 of the Rehabilitation Act of 1973. 29 U.S.C. § 794. Section 504, and its implementing regulations at 24 C.F.R. Part 8, prohibit discrimination based on disability, and obligate housing providers to make and pay for structural changes to facilities, if needed as a reasonable accommodation for applicants and tenants with disabilities, unless doing so poses an undue financial and administrative burden. See Question 31.

**Example 2:** Because of a hearing disability, a tenant wishes to install a peephole in her door so she can see who is at the door before she opens it. This is a reasonable modification and must be permitted at the tenant's expense.

**Example 3:** Because of a mobility disability, a tenant wants to install a ramp outside the building in a common area. This is a reasonable modification and must be permitted at the tenant's expense. See also Questions 19, 20 and 21.

**Example 4:** Because of a vision disability, a tenant requests permission to have a guide dog reside with her in her apartment. The housing provider has a "no-pets" policy. This is a request for a reasonable accommodation, and the housing provider must grant the accommodation.

**10. Are reasonable modifications restricted to the interior of a dwelling?**

No. Reasonable modifications are not limited to the interior of a dwelling. Reasonable modifications may also be made to public and common use areas such as widening entrances to fitness centers or laundry rooms, or for changes to exteriors of dwelling units such as installing a ramp at the entrance to a dwelling.

**11. Is a request for a parking space because of a physical disability a *reasonable accommodation* or a *reasonable modification*?**

Courts have treated requests for parking spaces as requests for a reasonable accommodation and have placed the responsibility for providing the parking space on the housing provider, even if provision of an accessible or assigned parking space results in some cost to the provider. For example, courts have required a housing provider to provide an assigned space even though the housing provider had a policy of not assigning parking spaces or had a waiting list for available parking. However, housing providers may not require persons with disabilities to pay extra fees as a condition of receiving accessible parking spaces.

Providing a parking accommodation could include creating signage, repainting markings, redistributing spaces, or creating curb cuts. This list is not exhaustive.

**12. What if the structural changes being requested by the tenant or applicant are in a building that is subject to the design and construction requirements of the Fair Housing Act and the requested structural changes are a feature of accessible design that should have already existed in the unit or common area, e.g., doorways wide enough to accommodate a wheelchair, or an accessible entryway to a unit.**

The Fair Housing Act provides that covered multifamily dwellings built for first occupancy after March 13, 1991, shall be designed and constructed to meet certain minimum accessibility and adaptability standards. If any of the structural changes needed by the tenant are ones that should have been included in the unit or public and common use area when constructed then the housing provider may be responsible for providing and paying for those requested structural changes. However, if the requested structural changes are not a feature of accessible design that should have already existed in the building pursuant to the design and construction requirements under the Act, then the tenant is responsible for paying for the cost of the structural changes as a reasonable modification.

Although the design and construction provisions only apply to certain multifamily dwellings built for first occupancy since 1991, a tenant may request reasonable modifications to housing built prior to that date. In such cases, the housing provider must allow the modifications, and the tenant is responsible for paying for the costs under the Fair Housing Act.

For a discussion of the design and construction requirements of the Act, and their applicability, see HUD's website at: [www.hud.gov/offices/fheo/disabilities/index.cfm](http://www.hud.gov/offices/fheo/disabilities/index.cfm) and the Fair Housing Accessibility FIRST website at: <http://www.fairhousingfirst.org>.

**Example 1:** A tenant with a disability who uses a wheelchair resides in a ground floor apartment in a non-elevator building that was built in 1995. Buildings built for first occupancy after March 13, 1991 are covered by the design and construction requirements of the Fair Housing Act. Because the building is a non-elevator building, all ground floor units must meet the minimum accessibility requirements of the Act. The doors in the apartment are not wide enough for passage using a wheelchair in violation of the design and construction requirements but can be made so through retrofitting. Under these circumstances, one federal court has held that the tenant may have a potential claim against the housing provider.

**Example 2:** A tenant with a disability resides in an apartment in a building that was built in 1987. The doors in the unit are not wide enough for passage using a wheelchair but can be made so through retrofitting. If the tenant meets the other requirements for obtaining a modification, the tenant may widen the doorways, at her own expense.

**Example 3:** A tenant with a disability resides in an apartment in a building that was built in 1993 in compliance with the design and construction requirements of the Fair Housing Act. The tenant wants to install grab bars in the bathroom because of her disability. Provided that the tenant meets the other requirements for obtaining a modification, the tenant may install the grab bars at her own expense.

### **13. Who is responsible for expenses associated with a reasonable modification, e.g., for upkeep or maintenance?**

The tenant is responsible for upkeep and maintenance of a modification that is used exclusively by her. If a modification is made to a common area that is normally maintained by the housing provider, then the housing provider is responsible for the upkeep and maintenance of the modification. If a modification is made to a common area that is not normally maintained by

the housing provider, then the housing provider has no responsibility under the Fair Housing Act to maintain the modification.

**Example 1:** Because of a mobility disability, a tenant, at her own expense, installs a lift inside her unit to allow her access to a second story. She is required to maintain the lift at her expense because it is not in a common area.

**Example 2:** Because of a mobility disability, a tenant installs a ramp in the lobby of a multifamily building at her own expense. The ramp is used by other tenants and the public as well as the tenant with the disability. The housing provider is responsible for maintaining the ramp.

**Example 3:** A tenant leases a detached, single-family home. Because of a mobility disability, the tenant installs a ramp at the outside entrance to the home. The housing provider provides no snow removal services, and the lease agreement specifically states that snow removal is the responsibility of the individual tenant. Under these circumstances, the housing provider has no responsibility under the Fair Housing Act to remove snow on the tenant's ramp. However, if the housing provider normally provides snow removal for the outside of the building and the common areas, the housing provider is responsible for removing the snow from the ramp as well.

**14. In addition to current residents, are prospective tenants and buyers of housing protected by the reasonable modification provisions of the Fair Housing Act?**

Yes. A person may make a request for a reasonable modification at any time. An individual may request a reasonable modification of the dwelling at the time that the potential tenancy or purchase is discussed. Under the Act, a housing provider cannot deny or restrict access to housing because a request for a reasonable modification is made. Such conduct would constitute discrimination. The modification does not have to be made, however, unless it is reasonable. See Questions 2, 16, 21 and 23.

**15. When and how should an individual request permission to make a modification?**

Under the Act, a resident or an applicant for housing makes a reasonable modification request whenever she makes clear to the housing provider that she is requesting permission to make a structural change to the premises because of her disability. She should explain that she has a disability, if not readily apparent or not known to the housing provider, the type of modification she is requesting, and the relationship between the requested modification and her disability.

An applicant or resident is not entitled to receive a reasonable modification unless she requests one. However, the Fair Housing Act does not require that a request be made in a particular manner or at a particular time. A person with a disability need not personally make the reasonable modification request; the request can be made by a family member or someone else who is acting on her behalf. An individual making a reasonable modification request does



not need to mention the Act or use the words “reasonable modification.” However, the requester must make the request in a manner that a reasonable person would understand to be a request for permission to make a structural change because of a disability.

Although a reasonable modification request can be made orally or in writing, it is usually helpful for both the resident and the housing provider if the request is made in writing. This will help prevent misunderstandings regarding what is being requested, or whether the request was made. To facilitate the processing and consideration of the request, residents or prospective residents may wish to check with a housing provider in advance to determine if the provider has a preference regarding the manner in which the request is made. However, housing providers must give appropriate consideration to reasonable modification requests even if the requester makes the request orally or does not use the provider's preferred forms or procedures for making such requests.

**16. Does a person with a disability have to have the housing provider’s approval before making a reasonable modification to the dwelling?**

Yes. A person with a disability must have the housing provider’s approval before making the modification. However, if the person with a disability meets the requirements under the Act for a reasonable modification and provides the relevant documents and assurances, the housing provider cannot deny the request.

**17. What if the housing provider fails to act promptly on a reasonable modification request?**

A provider has an obligation to provide prompt responses to a reasonable modification request. An undue delay in responding to a reasonable modification request may be deemed a failure to permit a reasonable modification.

**18. What if the housing provider proposes that the tenant move to a different unit in lieu of making a proposed modification?**

The housing provider cannot insist that a tenant move to a different unit in lieu of allowing the tenant to make a modification that complies with the requirements for reasonable modifications. See Questions 2, 21 and 23. Housing providers should be aware that persons with disabilities typically have the most accurate knowledge regarding the functional limitations posed by their disability.

**Example:** As a result of a mobility disability, a tenant requests that he be permitted, at his expense, to install a ramp so that he can access his apartment using his motorized wheelchair. The existing entrance to his dwelling is not wheelchair accessible because the route to the front door requires going up a step. The housing provider proposes that in lieu of installing the ramp, the tenant move to a different unit in the building. The tenant is not obligated to accept the alternative proposed by the housing provider, as his request to modify his unit is reasonable and must be approved.

**19. What if the housing provider wants an alternative modification or alternative design for the proposed modification that does not cost more but that the housing provider considers more aesthetically pleasing?**

In general, the housing provider cannot insist on an alternative modification or an alternative design if the tenant complies with the requirements for reasonable modifications. See Questions 2, 21 and 23. If the modification is to the interior of the unit and must be restored to its original condition when the tenant moves out, then the housing provider cannot require that its design be used instead of the tenant's design. However, if the modification is to a common area or an aspect of the interior of the unit that would not have to be restored because it would not be reasonable to do so, and if the housing provider's proposed design imposes no additional costs and still meets the tenant's needs, then the modification should be done in accordance with the housing provider's design. See Question 24 for a discussion of the restoration requirements.

**Example 1:** As a result of a mobility disability, a tenant requests that he be permitted, at his expense, to install a ramp so that he can access his apartment using his motorized wheelchair. The existing entrance to his dwelling is not wheelchair accessible because the route to the front door requires going up a step. The housing provider proposes an alternative design for a ramp but the alternative design costs more and does not meet the tenant's needs. The tenant is not obligated to accept the alternative modification, as his request to modify his unit is reasonable and must be approved.

**Example 2:** As a result of a mobility disability, a tenant requests permission to widen a doorway to allow passage with her wheelchair. All of the doorways in the unit are trimmed with a decorative trim molding that does not cost any more than the standard trim molding. Because in usual circumstances it would not be reasonable to require that the doorway be restored at the end of the tenancy, the tenant should use the decorative trim when he widens the doorway.

**20. What if the housing provider wants a more costly design for the requested modification?**

If the housing provider wishes a modification to be made with more costly materials, in order to satisfy the landlord's aesthetic standards, the tenant must agree only if the housing provider pays those additional costs. Further, as discussed in Questions 21 and 23 below, housing providers may require that the tenant obtain all necessary building permits and may require that the work be performed in a workmanlike manner. If the housing provider requires more costly materials be used to satisfy her workmanship preferences beyond the requirements of the applicable local codes, the tenant must agree only if the housing provider pays for those additional costs as well. In such a case, however, the housing provider's design must still meet the tenant's needs.

**21. What types of documents and assurances may a housing provider require regarding the modification before granting the reasonable modification?**

A housing provider may require that a request for a reasonable modification include a description of the proposed modification both before changes are made to the dwelling and before granting the modification. A description of the modification to be made may be provided to a housing provider either orally or in writing depending on the extent and nature of the proposed modification. A housing provider may also require that the tenant obtain any building permits needed to make the modifications, and that the work be performed in a workmanlike manner.

The regulations implementing the Fair Housing Act state that housing providers generally cannot impose conditions on a proposed reasonable modification. For example, a housing provider cannot require that the tenant obtain additional insurance or increase the security deposit as a condition that must be met before the modification will be allowed. However, the Preamble to the Final Regulations also indicates that there are some conditions that can be placed on a tenant requesting a reasonable modification. For example, in certain limited and narrow circumstances, a housing provider may require that the tenant deposit money into an interest bearing account to ensure that funds are available to restore the interior of a dwelling to its previous state, ordinary wear and tear excepted. Imposing conditions not contemplated by the Fair Housing Act and its implementing regulations may be the same as an illegal refusal to permit the modification.

**22. May a housing provider or homeowner's association condition approval of the requested modification on the requester obtaining special liability insurance?**

No. Imposition of such a requirement would constitute a violation of the Fair Housing Act.

**Example:** Because of a mobility disability, a tenant wants to install a ramp outside his unit. The housing provider informs the tenant that the ramp may be installed, but only after the tenant obtains separate liability insurance for the ramp out of concern for the housing provider's potential liability. The housing provider may not impose a requirement of liability insurance as a condition of approval of the ramp.

**23. Once the housing provider has agreed to a reasonable modification, may she insist that a particular contractor be used to perform the work?**

No. The housing provider cannot insist that a particular contractor do the work. The housing provider may only require that whoever does the work is reasonably able to complete the work in a workmanlike manner and obtain all necessary building permits.

**24. If a person with a disability has made reasonable modifications to the interior of the dwelling, must she restore *all* of them when she moves out?**

The tenant is obligated to restore those portions of the interior of the dwelling to their previous condition only where "it is reasonable to do so" and where the housing provider has requested the restoration. The tenant is not responsible for expenses associated with reasonable

wear and tear. In general, if the modifications do not affect the housing provider's or subsequent tenant's use or enjoyment of the premises, the tenant cannot be required to restore the modifications to their prior state. A housing provider may choose to keep the modifications in place at the end of the tenancy. See also Question 28.

**Example 1:** Because the tenant uses a wheelchair, she obtained permission from her housing provider to remove the base cabinets and lower the kitchen sink to provide for greater accessibility. It is reasonable for the housing provider to ask the tenant to replace the cabinets and raise the sink back to its original height.

**Example 2:** Because of a mobility disability, a tenant obtained approval from the housing provider to install grab bars in the bathroom. As part of the installation, the contractor had to construct reinforcements on the underside of the wall. These reinforcements are not visible and do not detract from the use of the apartment. It is reasonable for the housing provider to require the tenant to remove the grab bars, but it is not reasonable for the housing provider to require the tenant to remove the reinforcements.

**Example 3:** Because of a mobility disability, a tenant obtained approval from the housing provider to widen doorways to allow him to maneuver in his wheelchair. In usual circumstances, it is not reasonable for the housing provider to require him to restore the doorways to their prior width.

**25. Of the reasonable modifications made to the interior of a dwelling that must be restored, must the person with a disability pay to make those restorations when she moves out?**

Yes. Reasonable restorations of the dwelling required as a result of modifications made to the interior of the dwelling must be paid for by the tenant unless the next occupant of the dwelling wants to retain the reasonable modifications and where it is reasonable to do so, the next occupant is willing to establish a new interest bearing escrow account. The subsequent tenant would have to restore the modifications to the prior condition at the end of his tenancy if it is reasonable to do so and if requested by the housing provider. See also Question 24.

**26. If a person with a disability has made a reasonable modification to the exterior of the dwelling, or a common area, must she restore it to its original condition when she moves out?**

No. The Fair Housing Act expressly provides that housing providers may only require restoration of modifications made to interiors of the dwelling at the end of the tenancy. Reasonable modifications such as ramps to the front door of the dwelling or modifications made to laundry rooms or building entrances are not required to be restored.

**27. May a housing provider increase or require a person with a disability to pay a security deposit if she requests a reasonable modification?**

No. The housing provider may not require an increased security deposit as the result of a request for a reasonable modification, nor may a housing provider require a tenant to pay a security deposit when one is not customarily required. However, a housing provider may be able to take other steps to ensure that money will be available to pay for restoration of the interior of the premises at the end of the tenancy. See Questions 21 and 28.

**28. May a housing provider take other steps to ensure that money will be available to pay for restoration of the interior of the premises at the end of the tenancy?**

Where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the housing provider may negotiate with the tenant as part of a restoration agreement a provision that requires the tenant to make payments into an interest-bearing escrow account. A housing provider may not routinely require that tenants place money in escrow accounts when a modification is sought. Both the amount and the terms of the escrow payment are subject to negotiation between the housing provider and the tenant.

Simply because an individual has a disability does not mean that she is less creditworthy than an individual without a disability. The decision to require that money be placed in an escrow account should be based on the following factors: 1) the extent and nature of the proposed modifications; 2) the expected duration of the lease; 3) the credit and tenancy history of the individual tenant; and 4) other information that may bear on the risk to the housing provider that the premises will not be restored.

If the housing provider decides to require payment into an escrow account, the amount of money to be placed in the account cannot exceed the cost of restoring the modifications, and the period of time during which the tenant makes payment into the escrow account must be reasonable. Although a housing provider may require that funds be placed in escrow, it does not automatically mean that the full amount of money needed to make the future restorations can be required to be paid at the time that the modifications are sought. In addition, it is important to note that interest from the account accrues to the benefit of the tenant. If an escrow account is established, and the housing provider later decides not to have the unit restored, then all funds in the account, including the interest, must be promptly returned to the tenant.

**Example 1:** Because of a mobility disability, a tenant requests a reasonable modification. The modification includes installation of grab bars in the bathroom. The tenant has an excellent credit history and has lived in the apartment for five years before becoming disabled. Under these circumstances, it may not be reasonable to require payment into an escrow account.

**Example 2:** Because of a mobility disability, a new tenant with a poor credit history wants to lower the kitchen cabinets to a more accessible height. It may be reasonable for the housing provider to require payment into an interest bearing escrow account to ensure that funds are available for restoration.

**Example 3:** A housing provider requires all tenants with disabilities to pay a set sum into an interest bearing escrow account before approving any request for a reasonable modification. The amount required by the housing provider has no relationship to the actual cost of the restoration. This type of requirement violates the Fair Housing Act.

**29. What if a person with a disability moves into a rental unit and wants the carpet taken up because her wheelchair does not move easily across carpeting? Is that a reasonable accommodation or modification?**

Depending on the circumstances, removal of carpeting may be either a reasonable accommodation or a reasonable modification.

**Example 1:** If the housing provider has a practice of not permitting a tenant to change flooring in a unit and there is a smooth, finished floor underneath the carpeting, generally, allowing the tenant to remove the carpet would be a reasonable accommodation.

**Example 2:** If there is no finished flooring underneath the carpeting, generally, removing the carpeting and installing a finished floor would be a reasonable modification that would have to be done at the tenant's expense. If the finished floor installed by the tenant does not affect the housing provider's or subsequent tenant's use or enjoyment of the premises, the tenant would not have to restore the carpeting at the conclusion of the tenancy. See Questions 24 and 25.

**Example 3:** If the housing provider has a practice of replacing the carpeting before a new tenant moves in, and there is an existing smooth, finished floor underneath, then it would be a reasonable accommodation of his normal practice of installing new carpeting for the housing provider to just take up the old carpeting and wait until the tenant with a mobility disability moves out to put new carpeting down.

**30. Who is responsible for paying for the costs of structural changes to a dwelling unit that has not yet been constructed if a purchaser with a disability needs different or additional features to make the unit meet her disability-related needs?**

If the dwelling unit is not subject to the design and construction requirements (i.e., a detached single family home or a multi-story townhouse without an elevator), then the purchaser is responsible for the additional costs associated with the structural changes. The purchaser is responsible for any additional cost that the structural changes might create over and above what the original design would have cost.

If the unit being purchased is subject to the design and construction requirements of the Fair Housing Act, then all costs associated with incorporating the features required by the Act are borne by the builder. If a purchaser with a disability needs different or additional features added to a unit under construction or about to be constructed beyond those already required by the Act, and it would cost the builder more to provide the requested features, the structural changes would be considered a reasonable modification and the additional costs would have to

be borne by the purchaser. The purchaser is responsible for any additional cost that the structural changes might create over and above what the original design would have cost.

**Example 1:** A buyer with a mobility disability is purchasing a single family dwelling under construction and asks for a bathroom sink with a floorless base cabinet with retractable doors that allows the buyer to position his wheelchair under the sink. If the cabinet costs more than the standard vanity cabinet provided by the builder, the buyer is responsible for the additional cost, not the full cost of the requested cabinet. If, however, the alternative cabinet requested by the buyer costs less than or the same as the one normally provided by the builder, and the installation costs are also the same or less, then the builder should install the requested cabinet without any additional cost to the buyer.

**Example 2:** A buyer with a mobility disability is purchasing a ground floor unit in a detached townhouse that is designed with a concrete step at the front door. The buyer requests that the builder grade the entrance to eliminate the need for the step. If the cost of providing the at-grade entrance is no greater than the cost of building the concrete step, then the builder would have to provide the at-grade entrance without additional charge to the purchaser.

**Example 3:** A buyer with a mobility disability is purchasing a unit that is subject to the design and construction requirements of the Fair Housing Act. The buyer wishes to have grab bars installed in the unit as a reasonable modification to the bathroom. The builder is responsible for installing and paying for the wall reinforcements for the grab bars because these reinforcements are required under the design and construction provisions of the Act. The buyer is responsible for the costs of installing and paying for the grab bars.

**31. Are the rules the same if a person with a disability lives in housing that receives federal financial assistance and the needed structural changes to the unit or common area are the result of the tenant having a disability?**

Housing that receives federal financial assistance is covered by both the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. Under regulations implementing Section 504, structural changes needed by an applicant or resident with a disability in housing receiving federal financial assistance are considered reasonable accommodations. They must be paid for by the housing provider unless providing them would be an undue financial and administrative burden or a fundamental alteration of the program or unless the housing provider can accommodate the individual's needs through other means. Housing that receives federal financial assistance and that is provided by state or local entities may also be covered by Title II of the Americans with Disabilities Act.

**Example 1:** A tenant who uses a wheelchair and who lives in privately owned housing needs a roll-in shower in order to bathe independently. Under the Fair Housing Act the tenant would be responsible for the costs of installing the roll-in shower as a reasonable modification to his unit.



**Example 2:** A tenant who uses a wheelchair and who lives in housing that receives federal financial assistance needs a roll-in shower in order to bathe independently. Under Section 504 of the Rehabilitation Act of 1973, the housing provider would be obligated to pay for and install the roll-in shower as a reasonable accommodation to the tenant unless doing so was an undue financial and administrative burden or unless the housing provider could meet the tenant's disability-related needs by transferring the tenant to another appropriate unit that contains a roll-in shower.

HUD has provided more detailed information about Section 504's requirements. See [www.hud.gov/offices/fheo/disabilities/sect504.cfm](http://www.hud.gov/offices/fheo/disabilities/sect504.cfm).

**32. If a person believes that she has been unlawfully denied a reasonable modification, what should that person do if she wants to challenge that denial under the Act?**

When a person with a disability believes that she has been subjected to a discriminatory housing practice, including a provider's wrongful denial of a request for a reasonable modification, she may file a complaint with HUD within one year after the alleged denial or may file a lawsuit in federal district court within two years of the alleged denial. If a complaint is filed, HUD will investigate the complaint at no cost to the person with a disability.

There are several ways that a person may file a complaint with HUD:

- By placing a toll-free call to 1-800-669-9777 or TTY 1-800-927-9275;
- By completing the "on-line" complaint form available on the HUD internet site: <http://www.hud.gov>; or
- By mailing a completed complaint form or letter to:

Office of Fair Housing and Equal Opportunity  
Department of Housing & Urban Development  
451 Seventh Street, S.W., Room 5204  
Washington, DC 20410-2000

Upon request, HUD will provide printed materials in alternate formats (large print, audio tapes, or Braille) and provide complainants with assistance in reading and completing forms.

The Civil Rights Division of the Justice Department brings lawsuits in federal courts across the country to end discriminatory practices and to seek monetary and other relief for individuals whose rights under the Fair Housing Act have been violated. The Civil Rights Division initiates lawsuits when it has reason to believe that a person or entity is involved in a "pattern or practice" of discrimination or when there has been a denial of rights to a group of persons that raises an issue of general public importance. The Division also participates as *amicus curiae* in federal court cases that raise important legal questions involving the application

and/or interpretation of the Act. To alert the Justice Department to matters involving a pattern or practice of discrimination, matters involving the denial of rights to groups of persons, or lawsuits raising issues that may be appropriate for *amicus* participation, contact:

U.S. Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section – G St.  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530

For more information on the types of housing discrimination cases handled by the Civil Rights Division, please refer to the Housing and Civil Enforcement Section's website at <http://www.usdoj.gov/crt/housing/hcehome.html>.

A HUD or Department of Justice decision not to proceed with a Fair Housing Act matter does not foreclose private plaintiffs from pursuing a private lawsuit. However, litigation can be an expensive, time-consuming, and uncertain process for all parties. HUD and the Department of Justice encourage parties to Fair Housing Act disputes to explore all reasonable alternatives to litigation, including alternative dispute resolution procedures, such as mediation. HUD attempts to conciliate all Fair Housing Act complaints. In addition, it is the Department of Justice's policy to offer prospective defendants the opportunity to engage in pre-suit settlement negotiations, except in the most unusual circumstances.



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Mayfair Mansions, LP

5312 Connecticut Ave, NW Ste 250

Washington, DC 20015

RE: Jane Smith, Tenant at XXXXX, Washington, DC 20019

February 16, 2012

To Whom it May Concern:

I represent Jane Smith, a tenant living at XXX, Washington, DC 20019. I am writing to request a reasonable accommodation and to request that you repair serious housing conditions issues in the unit.

Ms Smith has repeatedly requested a reasonable accommodation for her daughter, Jill, and nothing has been done to provide that accommodation. Jill suffers from severe asthma and has visited the emergency room as a result of that asthma. The condition is being significantly exacerbated by the carpet in the unit, and the carpet needs to be removed or the family needs to be transferred to an appropriately sized unit without carpeting. Jill's asthma is so severe due to the carpet, that she frequently has to sleep at a relative's house because she cannot tolerate being in the unit for any extended period of time.

In May of 2011, Ms. Smith provided a letter from Jill's pediatrician, Dr. Nathaniel Beers of Children's National Medical Center, to the property manager. That letter requested the carpet be removed from the unit due to Jill's asthma. This letter clearly indicated that Jill had a disability and requested an accommodation, but no action was taken by the landlord after receipt of this letter.

Ms. Smith repeatedly followed up with the property manager about the carpet issue, but nothing was done. In January of 2012, after Jill was taken to the emergency room for her asthma, Ms. Smith provided another letter from IMPACT DC, the emergency room asthma program, to the new property manager requesting that the carpet be removed. Although someone came to inspect the unit, no action was taken.

We are requesting that a reasonable accommodation be provided immediately to either remove the carpet and provide flooring or to transfer the family to a unit without carpeting. Attached please find the reasonable accommodation paperwork provided by the landlord completed by the IMPACT DC staff. I have also included another letter from Cara Biddle, MD regarding this issue. We are providing this paperwork as a courtesy, though it is our position that Ms. Smith's documented request in May of 2011 was sufficient to trigger your obligations under the Americans with Disabilities Act.

In addition to the reasonable accommodation, we are requesting that you repair several serious issues in the unit. First, there is repeated water leakage through the exterior door in the kitchen during inclement weather. Second, the HVAC closet, which Ms. Smith does not have access to, smells of mold and mildew, likely because of the kitchen water leak. Third, Ms. Smith is concerned about a water leak in the childrens' room because it also smells like mold and mildew. Ms. Smith is concerned that this may be related to the sewer drain outside the childrens' window. Fourth, we are concerned that the floor under the carpet is damp and has mold/mildew.

If these repairs are not made within ten days, then we will pursue other legal options.

I can be reached at 202-467-4900 ext. 547 or [kzeisel@childrenslawcenter.org](mailto:kzeisel@childrenslawcenter.org) to discuss this further.

Sincerely,

Kathy Zeisel

Attorney for JaneSmith

Enclosures:

Reasonable Accommodation paperwork provided by Landlord

Letter from Dr. Cara Biddle



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**



**U.S. DEPARTMENT OF JUSTICE**  
**CIVIL RIGHTS DIVISION**

*Washington, D.C.*  
*April 30, 2013*

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**JOINT STATEMENT OF  
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND THE DEPARTMENT OF JUSTICE**

***ACCESSIBILITY (DESIGN AND CONSTRUCTION) REQUIREMENTS FOR  
COVERED MULTIFAMILY DWELLINGS UNDER THE  
FAIR HOUSING ACT***

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**Introduction**

The Department of Justice (“DOJ”) and the Department of Housing and Urban Development (“HUD”) are jointly responsible for enforcing the federal Fair Housing Act (the “Act”),<sup>1</sup> which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability.<sup>2</sup> One of the types of disability discrimination prohibited by the Act is the failure to design and construct covered multifamily dwellings with certain features of accessible design. *See* 42 U.S.C. § 3604(f). This Joint Statement provides guidance regarding the persons, entities, and types of housing and related facilities that are subject to the accessible design and construction requirements of the Act (hereinafter, “design and construction requirements”). *See* 42 U.S.C. § 3604(f)(3).

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<sup>1</sup>The Fair Housing Act is codified at 42 U.S.C. §§ 3601-3619.

<sup>2</sup>The Act uses the term “handicap” instead of “disability.” Both terms have the same legal meaning. *See Bragdon v. Abbott*, 524 U.S. 624, 631 (1998) (noting that definition of “disability” in the Americans with Disabilities Act is drawn almost verbatim “from the definition of ‘handicap’ contained in the Fair Housing Amendments Act of 1988”). This document uses the term “disability,” which is more generally accepted.

This Joint Statement does not focus on the specific technical criteria that must be followed to comply with the design and construction requirements because HUD has already provided rulemaking and specific technical guidance to the public on those criteria. See HUD regulations implementing the design and construction provisions at 24 C.F.R. § 100.200 *et seq.*; *Final Fair Housing Accessibility Guidelines* (“Guidelines”), 56 Fed. Reg. 9,472 (Mar. 6, 1991); *Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers about the Guidelines* (“Questions and Answers”), 59 Fed. Reg. 33,362 (June 28, 1994); *Fair Housing Act Design Manual* (“Design Manual”) (August 1996, Revised April 1998)<sup>3</sup>. For additional technical assistance, see the Fair Housing Act Accessibility FIRST website, [www.fairhousingfirst.org](http://www.fairhousingfirst.org). This Joint Statement also does not focus on the accessibility requirements applicable to housing and related facilities under Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (1990), the Architectural Barriers Act (1968), and state or local laws. Housing providers involved in designing and constructing covered multifamily dwellings are also subject to the other nondiscrimination provisions of the Fair Housing Act, including the obligations to provide reasonable accommodations and allow reasonable modifications. See Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations under the Fair Housing Act (May 17, 2004) and Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Modifications under the Fair Housing Act (Mar. 5, 2008), at <http://www.hud.gov/offices/fheo/disabilities/index.cfm> or [http://www.justice.gov/crt/about/hce/about\\_guidance.php](http://www.justice.gov/crt/about/hce/about_guidance.php). Further information about all of the Fair Housing Act’s nondiscrimination requirements is available on HUD’s Fair Housing website, which may be accessed at <http://www.hud.gov/offices/fheo/index.cfm>, and DOJ’s Fair Housing website, which may be accessed at [http://www.justice.gov/crt/about/hce/housing\\_coverage.php](http://www.justice.gov/crt/about/hce/housing_coverage.php).

## **QUESTIONS AND ANSWERS**

### **Accessibility Requirements of the Fair Housing Act**

#### **1. What are the accessible features required by the Act?**

The Act requires that covered multifamily dwellings be designed and constructed with the following accessible features:

- The public and common use areas must be readily accessible to and usable by persons with disabilities;
- All doors designed to allow passage into and within all premises of covered dwellings must be sufficiently wide to allow passage by persons with disabilities, including persons who use wheelchairs;
- All premises within covered dwellings must contain the following features:
  - An accessible route into and through the dwelling unit;

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<sup>3</sup>All references to the Fair Housing Act Design Manual are to the August 1996 edition revised and republished April 1998.

- Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
- Reinforcements in bathroom walls to allow the later installation of grab bars;
- Usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about and use the space.

*See* 42 U.S.C. § 3604(f)(3)(C).

To describe these requirements in more detail, HUD published the Fair Housing Act regulations (“Regulations”) at 24 C.F.R. Part 100 on January 23, 1989, the Guidelines on March 6, 1991, the Questions and Answers on June 28, 1994, and the Design Manual (issued in 1996 and revised and republished in 1998). In the Guidelines, the above statutory provisions appear as seven requirements, as follows:

Requirement 1. Accessible building entrance on an accessible route.

Requirement 2. Accessible and usable public and common use areas.

Requirement 3. Usable doors.

Requirement 4. Accessible route into and through the covered dwelling unit.

Requirement 5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.

Requirement 6. Reinforced walls for grab bars.

Requirement 7. Usable kitchens and bathrooms.

### **Types of Dwellings Covered by the Act**

#### **2. What types of housing are covered by the Fair Housing Act’s design and construction requirements?**

The Fair Housing Act requires all “covered multifamily dwellings” designed and constructed for first occupancy after March 13, 1991, to be readily accessible to and usable by persons with disabilities. In buildings with four or more dwelling units and at least one elevator, all dwelling units and all public and common use areas are subject to the Act’s design and construction requirements. In buildings with four or more dwelling units and no elevator, all ground floor units and public and common use areas are subject to the Act’s design and construction requirements.



The term “covered multifamily dwelling” is defined by the Act and its implementing regulations and covers many different types of residential buildings and facilities.<sup>4</sup> Dwellings subject to the Act’s design and construction requirements include condominiums, cooperatives, apartment buildings, vacation and time share units, assisted living facilities, continuing care facilities, nursing homes, public housing developments, HOPE VI projects, projects funded with HOME or other federal funds, transitional housing, single room occupancy units (SROs), shelters designed as a residence for homeless persons, dormitories, hospices, extended stay or residential hotels, and more.

Housing or some portion of housing covered by the Act’s design and construction requirements may be subject to additional accessibility requirements under other laws. Those laws include Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Architectural Barriers Act, and state or local laws.

### **3. What standards are used to determine whether a housing facility that includes short-term residencies is covered by the Act’s design and construction requirements?**

Whether a housing facility that includes short-term residencies is a “dwelling” under the Act depends on whether the facility is intended to be used as a residence for more than a brief period of time. As a result, the operation of each housing facility needs to be examined carefully to determine whether it is intended to contain dwellings. Factors to be considered in determining whether a facility contains dwellings include, but are not limited to: (1) the length of time persons will stay in the project; (2) whether the rental rate for the unit will be calculated on a daily, weekly, monthly or yearly basis; (3) whether the terms and length of occupancy will be established through a lease or other written agreement; (4) how the property will be described to the public in marketing materials; (5) what amenities will be included inside the unit, including kitchen facilities; (6) whether the resident will possess the right to return to the property; and (7) whether the resident will have anywhere else to return. *See* Final Report of HUD Review of Model Building Codes, 65 Fed. Reg. 15,740, 15,746-47 (Mar. 23, 2000). *See also* preamble to the final rule implementing the Fair Housing Amendments Act of 1988, stating that the definition of dwelling is “broad enough to cover each of the types of dwellings enumerated in the proposed rule: mobile home parks, trailer courts, condominiums, cooperatives, and time-sharing properties.” 54 Fed. Reg. 3,232, 3,238 (Jan. 23, 1989).

### **4. Do the Fair Housing Act’s design and construction requirements, or any other laws mandating accessible design, apply to detached single family homes?**

The Fair Housing Act’s design and construction requirements apply only to covered multifamily dwellings -- that is, buildings having four or more dwelling units built for first occupancy after March 13, 1991. This includes both rental and sale units and also attached single family homes when there are four or more dwellings in the building (*e.g.*,

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<sup>4</sup>The federal regulation specifying the types of residential buildings and facilities that are subject to the design and construction requirements of the Act appears at 24 C.F.R. § 100.201.

condominiums). Detached single family houses as well as duplexes and triplexes are not covered by the Act's design and construction requirements. *See* 42 U.S.C. §§ 3604(f)(3)(C), (f)(7). Condominiums that are not detached are, however, covered. Preamble to the Guidelines, 56 Fed. Reg. at 9,481.

However, any housing (including single family detached homes) constructed by federal, state, or local government entities or constructed using any federal, state, or local funds may be subject to accessibility requirements under laws other than the Fair Housing Act. These laws -- particularly Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Architectural Barriers Act -- have requirements for accessibility that exceed those contained in the Fair Housing Act. In addition, state and local building codes may contain accessibility requirements for detached single family homes and/or other housing. Housing subject to the requirements of more than one federal, state, or local law must comply with the requirements of each such law. Where federal, state, or local laws differ, the more stringent requirements apply. *See* Preamble to the Guidelines, 56 Fed. Reg. at 9,477. In other words, state or local laws may increase accessibility beyond what is required by federal law but may not decrease the accessibility required by federal law.

**5. Do the Act's design and construction requirements apply to a building with four or more sleeping rooms that are each occupied by a separate household who share toilet or kitchen facilities?**

Yes. A building with four or more sleeping rooms, each occupied by a separate household who share toilet or kitchen facilities, constitutes a covered multifamily dwelling for purposes of the Act's design and construction requirements. However, HUD has determined that a single family house that will be occupied by four or more persons functioning as one distinct household, such as a "group home" for persons with disabilities, is not considered to be a "covered multifamily dwelling" for purposes of the Act's design and construction requirements, even if it contains four or more sleeping areas with a shared kitchen and bathroom. *See* Final Report of HUD Review of Model Building Codes, 65 Fed. Reg. at 15,746.

**6. Are carriage house units -- where a dwelling unit is constructed above a garage -- covered by the Act's design and construction requirements?**

If an individual stacked flat unit incorporates parking that serves only that unit, and the dwelling footprint is located directly above and within the footprint of the garage below, the unit is treated like a multistory unit without an elevator. It is, therefore, not covered unless the dwelling unit level is on an accessible route. However, for example, where several flat units are located over a common garage, the units are covered, and the units and common garage must comply with the Act's design and construction requirements whether or not the parking spaces are individually assigned or deeded to a specific unit. *See* memorandum from HUD General Counsel, Frank Keating, to Gordon Mansfield, Assistant Secretary for FHEO (Dec. 16, 1991), reprinted in the Design Manual at back of Appendix C. *See also* Design Manual at 1.29.

Example 1: A residential building consists of 4 dwelling units in which each dwelling unit has a 2-car garage and the garage footprint is used as the footprint for the floors of the dwelling unit above. These are carriage houses and are not covered.

Example 2: A residential building consists of 4 dwelling units situated over 4 individual 2-car garages, and the garage footprint serves as the footprint for the dwelling unit above. However, the front of the dwelling unit is accessed at grade from the street and access to the garages is from a lower level at the rear. The dwelling unit level of these units is on an accessible route. Therefore these units do not qualify as carriage houses and must comply with the Act's design and construction requirements.

### **Ground Floor Dwelling Units**

#### **7. Can a non-elevator building have more than one ground floor?**

Yes. The Regulations define "ground floor" as "a floor of a building with a building entrance on an accessible route." *See* 24 C.F.R. § 100.201. A building may have one or more ground floors. Where the first floor containing dwelling units in a building is above grade, all units on that floor must be served by a building entrance on an accessible route. This floor will be considered to be a ground floor. *See* Guidelines, 56 Fed. Reg. at 9,500; Questions and Answers, Q. 6 and 12, 59 Fed. Reg. at 33,364, 33,365.

Example 1: A covered building is located on a slope with the upper story at grade on one side and the lower story at grade on the opposite side. It has entrances on both sides. This building has two ground floors.

Example 2: A 3-story residential building has an adjacent 3-story parking garage, with walkways leading from each floor of the garage to each floor of the residential building. In this case, all three floors of the residential building are covered and must comply with the Act's design and construction requirements because there is a vehicular or pedestrian arrival point on each level of the garage that provides access to the dwelling units on the opposite side. For purposes of the Act, each floor of the residential building is treated as a ground floor. This is true irrespective of whether the residential building or the garage has an elevator.

### **Single-story and Multistory Dwelling Units**

#### **8. Does the Fair Housing Act require townhouses to be accessible?**

Yes, if the townhouses are single-story, or multistory with elevators internal to the unit, or multistory and located in a building with one or more elevators. *See* questions 22-27, below.

A discussion of the application of the Act's design and construction requirements to townhouses appears in the Preamble to the Regulations, 54 Fed. Reg. at 3,243-44, and in the Preamble to the Guidelines, 56 Fed. Reg. at 9,481. *See also* Questions and Answers, Q. 1, 59 Fed. Reg. at 33,363.

**9. May a unit include either a loft or a raised or sunken living room and still comply with the Act's design and construction requirements?**

Yes, but with certain restrictions. The Guidelines permit a single-story dwelling unit to have a special design feature such as a loft or an area on a different level within a room, but all portions of the single-story unit except the loft or the sunken or raised area must be on an accessible route. Note, however, that a covered dwelling unit may not have both a loft and a raised or sunken area. A single-story unit may have either a raised or sunken area, but this is limited to an area within a room and not the entire room. Further, the raised or sunken area must not interrupt the required accessible route throughout the rest of the unit. A unit with a loft is treated as a single-story unit. *See* Guidelines, Requirement 4(2), 56 Fed. Reg. at 9,507; *see also* Design Manual at 4.5. A loft (defined as an intermediate level between the floor and ceiling of any story, located within a room or rooms of a dwelling) may be provided without an accessible route to the loft. The Guidelines specify that kitchens and all bathrooms, including powder rooms, must be on an accessible route; therefore, a kitchen, bathroom, or powder room may not be located in a loft, or in a raised or sunken area, unless an accessible route is provided to the loft or the raised or sunken area. Because a unit with a loft is a single-story unit, all primary or functional living spaces must be on an accessible route. Secondary living spaces, such as a den, play area, or an additional bedroom, are the only spaces that may be in a loft unless an accessible route is provided to the loft. *See* Design Manual at 4.7.

**10. What constitutes finished living space that would permit a unit to be considered a multistory unit that is not covered under the Act's design and construction requirements?**

A multistory dwelling unit is one in which there is finished living space located on one floor and on the floor or floors immediately above or below it. Design Manual at 17, Guidelines, 56 Fed. Reg. at 9,500. An area is considered to have finished living space if it has interior partitions, wall finishes, electrical, heating and cooling systems or other building systems installed and if it complies with local building code requirements for habitable spaces. Habitable space is a space for living, sleeping, eating, or cooking. Habitable space does not include bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas. *See* Final Report of HUD Review of Model Building Codes, 65 Fed. Reg. at 15,762.

**11. Do the Act's design and construction requirements apply to multistory townhouses in non-elevator buildings containing four or more dwelling units?**

No. The Fair Housing Act applies to all ground floor dwelling units in non-elevator buildings consisting of four or more dwelling units. Multistory townhouses in non-elevator buildings are not considered ground floor dwelling units because the entire

dwelling unit is not on the floor that qualifies as a ground floor. Thus, if a building containing four or more dwelling units has only multistory townhouses and does not have an elevator, the Act's design and construction requirements do not apply. However, if the building has four or more dwelling units and includes one or more single story dwelling units, such as a townhouse, villa, or patio apartment, then the Act's requirements apply to the single story dwelling unit(s) and to the public and common use areas. *See* Preamble to the Regulations, 54 Fed. Reg. at 3,243-44, and Preamble to the Guidelines, 56 Fed. Reg. at 9,481. *See also* Questions and Answers, Q. 1, 59 Fed. Reg. at 33,363.

### **Additions**

#### **12. Do the Act's design and construction requirements apply to additions of four or more dwelling units or additions of new public and common use areas to existing buildings that were built for first occupancy on or before March 13, 1991?**

Yes. When four or more units are built as an addition to a building that was built before the effective date of the Act's design and construction requirements, then the added units must comply with the design and construction requirements of the Act. If any new public and common use spaces are added along with the units, then these spaces are also required to be accessible. However, if only public and common use spaces are added to an existing building not already covered by the Act's design and construction requirements, then those spaces do not need to be made accessible. *See* Design Manual at 11; Questions and Answers, Q. 4, 59 Fed. Reg. at 33,364.

Example 1: An existing 4-wing residential building with four or more units built in 1985 is partially destroyed by fire such that one complete wing of the building must be torn down and rebuilt. Since the fire destruction necessitates complete rebuilding of this wing, all ground floor units in the new wing or all units in the new wing if the building has an elevator, are covered as an addition and must meet the Act's design and construction requirements.

Example 2: The new owner of a residential building built in 1975 decides to add a clubhouse with meeting rooms for residents. Since the original units were not built after the effective date of the Act, and no new units are being added, the new public and common use areas are not subject to the Act's design and construction requirements, but may be subject to other accessibility laws (*e.g.*, ADA, Section 504).

#### **13. Do additions of units or public and common use areas to buildings with four or more units that were built after March 13, 1991, have to meet the design and construction requirements of the Act?**

Yes. Any of the following additions to a building with four or more units designed and constructed after March 13, 1991, must comply with the design and construction requirements of the Act: ground floor units in non-elevator buildings; any units in

elevator buildings; and public and common use areas. *See* Questions and Answers, Q. 4, 59 Fed. Reg. at 33,364.

**14. If only dwelling units are added to housing that was designed and constructed for first occupancy on or before March 13, 1991, do the existing public or common use areas have to be retrofitted to comply with the Act's design and construction requirements?**

No. Although new covered multifamily dwellings designed and constructed for first occupancy after March 13, 1991 would have to comply with the Act's design and construction requirements, public and common use areas designed and constructed for first occupancy before the effective date do not have to be modified to comply with those requirements. The covered dwelling units must be on an accessible pedestrian route. For example, where an addition consisting of new covered multifamily dwellings shares an inaccessible entrance with an existing building, the inaccessible entrance and route thereto must be made accessible to ensure access to the new units. Furthermore, if any new public and common use spaces are constructed at the same or later time as the new covered dwelling units, then these new public and common use spaces would need to be made accessible. *See* Questions and Answers, Q. 4(c), 59 Fed. Reg. at 33,364.

**Alterations/Renovations**

**15. Do the Fair Housing Act's design and construction requirements apply to the alteration or renovation of residential properties designed and constructed for first occupancy on or before March 13, 1991?**

No. "First occupancy" as defined in the Regulations implementing the Act means a building that has never before been used for any purpose. Therefore, alterations, rehabilitation, or repair of pre-existing residential buildings are not covered because first occupancy occurred before the effective date of the Act's design and construction requirements. *See* 24 C.F.R. § 100.201; Questions and Answers, Q. 9, 59 Fed. Reg. at 33,365. However, in those cases where the façade on a pre-existing building is maintained, but the building is otherwise destroyed, the new units are subject to the design and construction requirements. *See* Design Manual at 11.

Example 1: A 2-story residential building built in 1964 containing 20 units is being renovated into 10 large luxury condominium units in 2010. The exterior walls and roof will remain in place, but the interior will be completely rebuilt. This building is not covered because the first occupancy of the building occurred before the effective date of the design and construction requirements of the Act, and the renovations do not constitute construction of a new building.

Example 2: An existing residential building in a historic district is being torn down so that a new 2-story non-elevator residential building with eight dwelling units, four on each floor, may be constructed. The façade of the existing building will be preserved, however, and the new building will be built behind the façade.

In this case, the building is a new building designed and constructed for first occupancy after the effective date of the Act's design and construction requirements, and the ground floor units must comply with the Act's design and construction requirements. The preservation of the façade does not change this fact.

**16. Do the Fair Housing Act's design and construction requirements apply to the alteration or renovation of nonresidential buildings into residential buildings?**

No. First occupancy means a "building that has never before been used for any purpose." The conversion of a nonresidential building into a residential building through alteration or renovation does not cause the building to become a covered multifamily dwelling. This is true even if the original nonresidential building was built after March 13, 1991. This situation needs to be distinguished, however, from additions of covered multifamily dwellings (*see* questions 12, 13 and 14, above). *See* 24 C.F.R. § 100.201; Questions and Answers, Q. 4, 8 and 9, 59 Fed. Reg. at 33,364-65.

Example: A warehouse built in 1994 is being rehabilitated into a small condominium residential building with two stories and a total of 12 dwelling units. This conversion of this building is not covered because at the time of its first occupancy it was not designed and constructed as a covered multifamily dwelling.

**Building Separations**

**17. Does the use of breezeways to separate dwelling units that would otherwise be covered by the Act's design and construction requirements make those units exempt from the Act's requirements?**

No. In situations where four or more dwelling units are connected by one or more covered walkways (breezeways), stairs, or other elements that are structurally tied to the main body of a building, the dwelling units are considered to be in a single building. If the building does not contain an elevator, the ground floor units are subject to the Act's design and construction requirements. *See* Design Manual at 10. If the building contains an elevator, all units are subject to the Act's design and construction requirements.

**18. Are dwelling units in one structure that are separated by firewalls treated as separate buildings under the Act?**

No. Under the Act, dwelling units built within a single structure, but separated by a firewall, are treated as part of a single building. *See* Preamble to the Guidelines, 56 Fed. Reg. at 9,480; Design Manual at 10; Questions and Answers, Q. 1(c), 59 Fed. Reg. at 33,363.

Example: Four condominiums were designed and constructed after March 13, 1991, as part of one structure. In accordance with the local building code, the



adjoining condominiums are separated by firewalls. Although these condominiums may be considered separate buildings under the local building code, they are considered part of one building for purposes of the Fair Housing Act's design and construction requirements. They must therefore comply with the Act's design and construction requirements.

### **Dwelling Units Custom-Designed or Pre-Sold Prior to Completion**

#### **19. Do the Act's design and construction requirements apply to dwelling units that are sold before construction and/or custom designed during construction for a particular purchaser?**

Yes. The mere fact that a covered dwelling unit is sold before the completion of design or construction or is custom designed for a purchaser does not exempt the unit from compliance with the Act's design and construction requirements. The Act's requirements are mandatory, regardless of the ownership status of the individual unit. *See* Preamble to the Guidelines, 56 Fed. Reg. at 9,481; Questions and Answers, Q. 3(b), 59 Fed. Reg. at 33,364.

#### **20. May the builder, at the purchaser's request, modify a covered dwelling unit that is sold before the completion of design and construction so that the unit will no longer comply with the design and construction requirements?**

No. All covered dwelling units are subject to the design and construction requirements of the Act and although a unit may be custom designed to meet a purchaser's wishes, a builder may not build a covered unit that has features that do not comply with the Act. *See* Preamble to the Guidelines, 56 Fed. Reg. at 9,481.

### **Subsequent Changes to Accessible Features**

#### **21. May owners of covered multifamily buildings designed and constructed in compliance with the Fair Housing Act make subsequent changes to the building so that it no longer meets the Act's requirements?**

Original and subsequent owners of covered multifamily buildings that were designed and constructed in compliance with the Fair Housing Act's design and construction requirements must maintain the building's accessible features so that the building continues to meet the Act's requirements.

## **Buildings with One or More Elevators**

### **22. Does the Fair Housing Act require a townhouse to be accessible if it is located in a building that has an elevator and also has at least four dwelling units?**

Yes. If the building containing four or more dwelling units has at least one elevator, then all the dwelling units in the building are covered. This requirement applies to single story and multistory townhouses as follows:

- For single story townhouses in such buildings, the accessible features required by the Act must be provided throughout the entire unit. *See* Guidelines, Requirement 4(2), 56 Fed. Reg. at 9,507.
- For multistory townhouses located in such buildings, elevator access must be provided to the primary entrance level of the townhouse, and that level must meet the Act's design and construction requirements including providing a usable kitchen and an accessible bathroom or powder room, or just an accessible bathroom if there is both a bathroom and a powder room. However, the powder room in such situations must still have certain accessible features, including a usable door, and an accessible route into the powder room.<sup>5</sup>

### **23. If a covered building has a building elevator that serves some, but not all, of the units in the building, is it covered by the design and construction requirements?**

The Act's design and construction requirements apply to all dwelling units in buildings with four or more units if such buildings have one or more elevators. Thus, elevator access must be provided to all units in the building. *See* 42 U.S.C. § 3604(f)(7). *See also* Guidelines, Requirement 1(3)(a)(ii), 56 Fed. Reg. at 9,504. The Design Manual at 1.21-1.22, provides a more detailed discussion of how the Act's design and construction requirements apply with respect to elevator buildings.

An exception to this general rule occurs when an elevator is provided only as a means of providing an accessible route to dwelling units on a ground floor that is above grade, below grade, or at grade, and does not provide access to floors that are not ground floors.<sup>6</sup> In this case, the elevator is not required to serve dwelling units on floors other than ground floors, and the building is not considered to be an elevator building. Under that exception, only the ground floor units are required to meet the requirements of the Guidelines. The Guidelines, Requirement 1(3)(a)(i), 56 Fed. Reg. at 9,504, and the Design Manual at 1.31, illustrate this situation. However, if such an elevator is extended to reach floors other than the ground floor, then all of the units in the building must

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<sup>5</sup>The powder room must comply with all the provisions except those applying solely to accessible bathrooms set out in Requirements 6 and 7 of the Guidelines, 56 Fed. Reg. at 9,509-15.

<sup>6</sup>A second exception occurs when the elevator is located completely within one or more units and does not serve other areas of the building. That exception is discussed in more detail in questions 25-27, below.

comply with the design and construction requirements and an accessible route must be provided to all units.

Example: A 3-story building has below grade parking and provides an elevator only as a means of access from the below grade parking to the first level of dwelling units, which is located at grade. In this case, the elevator need not provide access to the second and third floors, and the building is not treated as a building with one or more elevators.

**24. If the only elevator provided in a covered building is a freight elevator, are all of the units in the building covered by the design and construction requirements of the Act?**

Yes. If a freight elevator is provided in a building with four or more dwelling units, even though no passenger elevator is provided, all units must comply with the Act's design and construction requirements.

Example: A 3-story building has a freight elevator from a side entrance where there is a large level pull-up area for moving vans. The freight elevator serves all 3 stories of the building. In this case, the building is treated as a building with one or more elevators, and all floors and all dwelling units on each floor of the building must comply with the Act's design and construction requirements.

**25. If one multistory townhouse, in a building with four or more units, contains an internal (*i.e.*, unit-specific) elevator for that occupant's use, and there are no elevators serving other units in the building, must the unit with an elevator meet the Act's design and construction requirements?**

Yes. Because the multistory townhouse has an elevator, the building with four or more units in which the townhouse is located is a building that "ha[s] one or more elevators" within the meaning of 42 U.S.C. § 3604(b)(7)(A). The Act's design and construction requirements therefore apply to any townhouse with an internal (*i.e.*, unit-specific) elevator if the townhouse is part of a building containing four or more units. Because the internal elevator serves only the individual unit, however, and there are no other elevators in the building that serve the other units, those multistory townhouses in the building that do not have internal elevators are not required to meet the Act's design and construction requirements. As the Preamble to the Proposed Guidelines, 55 Fed. Reg. 24,370, 24,377 (June 15, 1990), states:

"In both the proposed and final rulemaking, the Department stated that a dwelling unit with two or more floors in a non-elevator building is not a 'covered dwelling unit' even if it has a ground-floor entrance, because the entire dwelling unit is not on the ground floor. (Of course, if the unit had a[n] internal elevator, it would be subject to the Fair Housing Act requirements.)."

*See also* Preamble to the Regulations, which states, “townhouses consisting of more than one story are covered only if they have elevators and if there are four or more such townhouses.”<sup>7</sup>

**26. How do the Act’s design and construction requirements apply if the builder of multistory townhouses in a building with four or more units offers an elevator as an option, and one or more of the buyers elects the elevator option?**

If the developer of a building with four or more units that includes multistory townhouses offers internal (*i.e.*, unit-specific) elevators in the multistory townhouses as an option, and one or more of the buyers elects to have the elevator installed during construction, then those multistory townhouses with interior elevators are covered, and must comply with the Act’s design and construction requirements. In addition, if a multistory townhouse is designed and constructed for later installation of an internal elevator (for example, if it contains an elevator shaft or stacked closets so that the unit was designed for potential installation of an elevator after construction), the multistory townhouse is also covered and must comply with the design and construction requirements. In the case of stacked closets, the closets must have been designed in a manner that will accommodate later installation of an elevator, *e.g.*, inclusion of an elevator pit with a temporary flooring insert, and a raised ceiling to accommodate future elevator cab override. *See, e.g.*, Preamble to the Regulations, 54 Fed. Reg. at 3,244, 3,251; Preamble to the Proposed Guidelines, 55 Fed. Reg. at 24,377; Preamble to the Guidelines, 56 Fed. Reg. at 9,481; Questions and Answers, Q. 13, 59 Fed. Reg. at 33,365-66.

**27. If a building with four or more units contains multistory townhouses with internal elevators or the option for a buyer to add an elevator, must the public and common use areas of the development also comply with the design and construction requirements of the Act?**

Yes. Once a building is determined to have at least one covered dwelling unit, that is, either an elevator installed in at least one unit, or at least one unit designed for later installation of an elevator (*see* question 25, above), the design and construction requirements apply to the public and common use areas of the building and the development in which the building is located. *See* Questions and Answers, Q. 13, 59 Fed. Reg. at 33,365-66.

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<sup>7</sup>*See* Preamble to the Regulations, 54 Fed. Reg. at 3,244, 3,251; Preamble to the Proposed Guidelines, 55 Fed. Reg. at 24,377; Preamble to the Guidelines, 56 Fed. Reg. at 9,481; Questions and Answers, Q. 13, 59 Fed. Reg. at 33,365-66. This position also is recognized in other documents determined by HUD to be safe harbors for compliance (*see* Question 37); *e.g.*, the Appendix to the Code Requirements for Housing Accessibility 2000, states that “a multistory unit in a non-elevator building is not subject to Chapter 4 unless it has an internal elevator. Section 406.7.2 would thus apply to those multistory units with an internal elevator.” Appendix § 406.7.2. Likewise, *see* the Final Report of HUD Review of Model Building Codes, 65 Fed. Reg. at 15,740 which noted HUD’s agreement with the model code creators that “multistory units with internal elevators” are covered under the FHA. 65 Fed. Reg. at 15,759, 15,767, 15,776, and 15,786.

Note: If a builder is designing a development with units that come with a buyer's option to have the builder install an elevator, then the builder must design the elevator optional unit(s) and public and common use areas so that they are compliant with the Act's requirements. Otherwise, the builder must modify the elevator optional unit(s) and public and common use areas to comply with the Act's design and construction requirements once a buyer selects an elevator as an option.

### **Accessible Routes**

#### **28. What is an accessible route?**

The Regulations define an accessible route as a continuous unobstructed path connecting accessible elements and spaces in a building or within a site that can be negotiated by a person with a severe disability using a wheelchair, and that is also safe for and usable by people with other disabilities. Interior accessible routes may include corridors, floors, ramps, elevators, and lifts. Exterior accessible routes may include parking access aisles, curb ramps, walks, ramps and lifts. A route that complies with the appropriate requirements of ANSI A117.1-1986, a comparable standard, or Section 5, Requirement 1 of the Guidelines is an accessible route. *See* 24 C.F.R. § 100.201. Exterior accessible routes must be pedestrian routes that are separate from the road or driveway. For example, it is not acceptable to provide only a road or driveway as an accessible route. However, there is a vehicular route exception to the requirement to provide an accessible pedestrian route that, if met, may apply. *See* Guidelines, Requirement 1(5), Requirement 2, Chart, Element 1, 56 Fed. Reg. at 9,504, 9,505; Design Manual at 1.9. *See also* question 33, below.

#### **29. Does the Act permit covered multifamily dwellings to be designed and constructed in a manner that requires persons with disabilities to use an indirect or circuitous route to enter a building or unit or to use locks or call buttons that are not required of other persons?**

No. Under the Fair Housing Act, persons with disabilities must be able to enter their dwellings through the same entrance that is used by other persons to enter their dwellings. *See* Preamble to the Proposed Regulations, 53 Fed. Reg. 44,992, 45,004 (Nov. 7, 1988) (“[h]andicapped persons should be able to enter a newly constructed building through an entrance used by persons who do not have handicaps.”). In addition, routes to the primary entrances of buildings and dwelling units are public and common use areas and must be readily accessible to and usable by people with disabilities.

Therefore, the accessible route cannot be hidden, remote, circuitous or require people with disabilities to travel long distances. Furthermore, the accessible route to the primary entrance must not place special conditions on persons with disabilities -- such as a special key, an attendant, or additional waiting periods that are not imposed on other persons, *i.e.*, including persons who use an inaccessible entrance. This does not preclude the use of special locks or security systems at entrances that are used by all persons to enter the building and/or the dwelling units, and which are used by all residents and members of

the public visiting the development; however, such locks and security systems must be accessible. *See* Design Manual at 1.35; *see also* 42 U.S.C. § 3604(f)(2).

**30. Must an accessible route between public and common use areas and dwelling units be an interior route if the general circulation path is interior?**

Yes. The Act permits accessible routes between public and common use areas and dwellings to be interior or exterior. However, if the general circulation path is provided via an interior route, then that path is a public and/or common use area that must be “readily accessible to and usable by” persons with disabilities. *See* Guidelines, Requirement 2, 56 Fed. Reg. at 9,504-05. Persons with disabilities cannot be required to go outside a building to access a public and common use area when persons without disabilities are not required to do the same. The Fair Housing Act prohibits discrimination in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of disability. *See* 42 U.S.C. § 3604(f)(2).

**31. Does the Act require accessible routes between buildings that contain only covered multifamily dwelling units?**

Walkways between separate buildings containing only covered dwelling units generally are not required to be accessible. However, if the walkways also serve as the accessible route to a public or common use area, the walkways must be accessible. For example, if a walkway connects separate buildings containing only covered dwelling units and is the only walkway from the buildings to the clubhouse, it must be accessible. *See* Guidelines, Requirement 2, Chart, Element 1(b), 56 Fed. Reg. at 9,505; Design Manual at 2.16.

**32. Must there be accessible pedestrian routes from site arrival points to building entrances serving covered dwelling units?**

Yes. Requirements 1 and 2 of the Guidelines require an accessible pedestrian route, within the boundary of the site, from vehicular and pedestrian arrival points to the entrances of covered buildings and dwelling units, except in very limited circumstances where a site is impractical due to steep terrain or unusual site characteristics. The Guidelines outline the tests that must be performed pre-construction during the site design process to determine site impracticality under Requirement 1. If the conditions of these tests are not met, then there must be an accessible entrance on an accessible route from all vehicular and pedestrian arrival points to the entrances of covered buildings and dwelling units. *See* Guidelines, Requirements 1 and 2, 56 Fed. Reg. at 9,503-05 and the discussions of site impracticality in the Design Manual at Part II, Chapter 1. *See also* HUD Final Report of HUD Review of the Fair Housing Accessibility Requirements in the 2003 International Building Code, 70 Fed. Reg. 9,738, 9,742 (Feb. 28, 2005).

**33. May a builder use a vehicular route in lieu of an accessible pedestrian route to connect dwelling unit entrances with public and common use areas?**

The Act requires an accessible pedestrian route connecting entrances to covered dwelling units with public and common use areas, including the public street or sidewalk, except in rare circumstances that are outside the control of the owner where extreme terrain or impractical site characteristics result in a finished grade exceeding 8.33%, or where physical barriers or legal restrictions that are outside the control of the owner prevent installation of an accessible pedestrian route. In these rare cases, the Guidelines allow access by means of a vehicular route leading from the accessible parking serving the covered dwelling unit to the accessible parking serving the public or common use facility. *See* Guidelines, Requirements 1 and 2, 56 Fed. Reg. 9,503-05. *See also* HUD Final Report of HUD Review of the Fair Housing Accessibility Requirements in the 2003 International Building Code, 70 Fed. Reg. at 9,744.

Example 1: An undisturbed site has slopes of 8.33% or less between planned accessible entrances to covered dwelling units and public use or common use areas and has no legal restrictions or other unique characteristics preventing the construction of accessible routes. For aesthetic reasons, the developer would like to create some hills or decorative berms on the site. Because there are no extreme site conditions (severe terrain or unusual site characteristics such as floodplains), and no legal barriers that prevent installation of an accessible pedestrian route between the covered dwelling units and any planned public use or common use facilities, the developer is obligated to provide accessible pedestrian routes.

Example 2: A developer plans to build several buildings with covered dwelling units clustered in a level area of a site. The site has some undisturbed slopes of 10% and greater. A swimming pool and tennis court will be added on the two opposing sides of the site. The builder plans grading that will result in a finished grade exceeding a slope of 8.33% along the route between the covered dwelling units and the swimming pool and tennis court. There are no physical barriers or legal restrictions (*e.g.*, pipe easement, wildlife habitat, or protected wetlands) outside the control of the owner or builder that prevent the builder from reducing the existing grade to provide an accessible pedestrian route between the covered dwelling units and the pool and tennis court. Therefore, the developer's building plan would not meet the design and construction requirements of the Act because it is within the owner's control to assure that the final grading falls below 8.33% and meets the slope and other requirements for an accessible pedestrian route. Accessible pedestrian routes from the covered dwelling units to the pool and tennis court must be provided.

**34. What is the site impracticality exception to the accessible route requirement of the Fair Housing Act design and construction requirements?**

The Regulations provide that all covered multifamily dwellings must be served by an accessible route "unless it is impractical to do so because of the terrain or unusual

characteristics of the site.” The Regulations place the burden of establishing site impracticability on the persons or entities that designed or constructed the housing. 24 C.F.R. § 100.205(a). *See also Memphis Ctr. for Indep. Living v. Richard & Milton Grant Co.*, No. 01-CV-2069, Fair Housing-Fair Lending Reporter ¶ 16,779, 16,779.4 (W.D. Tenn. Apr. 26, 2004) (order granting partial summary judgment to the United States). The Guidelines set forth two distinct tests which may be used to establish site impracticability: the site analysis test and the individual building test. To claim impracticability, the test must be fully followed and performed at the design stage before construction starts. *See* Guidelines, Requirement 1, 56 Fed. Reg. at 9,503-04; Questions and Answers, Q. 11, 59 Fed. Reg. at 33,365.

### **Accessible Entrances**

#### **35. How many entrances to a covered multifamily dwelling must be accessible?**

The Guidelines require at least one accessible entrance to each covered dwelling unit and to buildings containing covered dwelling units, unless it is impractical to do so as determined by applying one of the site impracticability tests provided in the Guidelines. Additional entrances to a building or to a dwelling also must be accessible if they are public and common use areas, *i.e.*, if they are designed for and used by the public or residents. *See* 24 C.F.R. § 100.201; Design Manual at 3.10 (“[t]he exterior of the primary entry door of covered dwelling units is part of public and common use spaces, therefore, it must be on an accessible route and be accessible . . .”). It is not acceptable to design and construct a covered multifamily building or dwelling unit in such a manner that persons with disabilities must use a different entrance than the entrance used by persons without disabilities. *See* Preamble to the Proposed Regulations, 53 Fed. Reg. at 45,004 (“[h]andicapped persons should be able to enter a newly constructed building through an entrance used by persons who do not have handicaps.”). *See also* Design Manual at 1.28 (illustration). Buildings containing covered dwelling units with more than one ground floor must have an accessible entrance on each ground floor connecting to each covered dwelling unit. *See* 24 C.F.R. § 100.205(a); Guidelines, Requirement 1, 56 Fed. Reg. at 9,503-04.

Example 1: If a secondary entrance at the back of a building containing covered units leads to the clubhouse or parking, both that entrance and the primary entrance at the front of the building must be accessible. *See* Guidelines, Requirement 2, 56 Fed. Reg. at 9,504-05.

Example 2: If a non-elevator building has more than one ground floor (*i.e.*, a building built into a hill with entrances to the first and second stories at grade on opposite sides), then it must have at least one accessible entrance to each floor that connects to the covered dwelling units. *See* 24 C.F.R. § 200.201 (definition of “ground floor”); Guidelines, Requirement 1(1)(a), 56 Fed. Reg. at 9,503.

Example 3: If a covered multifamily building has two entrances -- one entrance facing the public street that is inaccessible because it has steps, and a second



entrance which is accessible, but it is in the back of the building, the building does not comply with the Act. The entrance facing the street must also be made accessible because it is part of the route to the street and is a public and common use area. This is true even if the residential parking is located in the back of the building across from the back entrance and both entrances can be accessed from inside the building via interior hallways. *See* question 36, below.

**36. Which entrance to a covered dwelling unit or building containing covered dwelling units must be accessible?**

The primary entry to dwelling units that have individual exterior entrances or the primary entry to a building containing covered dwelling units must be accessible. This entrance is part of the public and common use areas because it is used by residents, guests and members of the public for the purpose of entering the dwelling or building. It must therefore be readily accessible to and usable by persons with disabilities. Service doors, back doors, and patio doors may serve as additional accessible entrances, but may not serve as the only accessible entrance to buildings or units. *See* Guidelines, 56 Fed. Reg. at 9,500. *See also United States v. Edward Rose & Sons*, 384 F.3d 258 (6th Cir. 2004), *aff'g*, 246 F. Supp. 2d 744 (E.D. Mich. 2003).

**Safe Harbors for Compliance with the Act**

**37. Are there any “safe harbors” for compliance with the Fair Housing Act?**

Yes. In the context of the Act, a safe harbor is an objective and recognized standard, guideline, or code that, if followed without deviation, ensures compliance with the Act’s design and construction requirements. The Act references the American National Standard Institute (“ANSI”) A117.1 standard as a means of complying with the technical provisions in the Act. In determining whether a standard, guideline or code qualifies as a safe harbor, HUD compares it with the Act, HUD’s regulations implementing the Act, the ANSI A117.1-1986 standard (the edition that was in place at the time the Act was passed) and the Guidelines to determine if, taken as a whole, it provides at least the same level of accessibility. HUD currently recognizes ten safe harbors for compliance with the Fair Housing Act’s design and construction requirements, listed below. If a state or locality has adopted one of these safe harbor documents without amendment or deviation, then covered residential buildings that are built to those specifications will be designed and constructed in accordance with the Act as long as the building code official does not waive or incorrectly interpret or apply one or more of those requirements. *See* Final Report of HUD Review of Model Building Codes, 65 Fed. Reg. at 15,756; *see also* Final Report of HUD Review of the Fair Housing Accessibility Requirements in the 2003 International Building Code, 70 Fed. Reg. at 9,740; Report of HUD Review of the Fair Housing Accessibility Requirements in the 2006 International Building Code, 72 Fed. Reg. 39,432, 39,438 (July 18, 2007), and Design and Construction Requirements, Compliance with ANSI A117.1 Standards, 73 Fed. Reg. 63,610, 63,614 (Oct. 24, 2008).

Those involved in the design and construction of covered multifamily dwellings who claim the protection of a safe harbor must identify which one of the following HUD-recognized safe harbors they relied upon.

The ten HUD-recognized safe harbors for compliance with the Act's design and construction requirements are:

1. HUD's March 6, 1991 Fair Housing Accessibility Guidelines and the June 28, 1994 Supplemental Notice to Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines;
2. ANSI A117.1-1986 - Accessible and Usable Buildings and Facilities, used in conjunction with the Act, HUD's Regulations and the Guidelines;
3. CABO/ANSI A117.1-1992 - Accessible and Usable Buildings and Facilities, used in conjunction with the Act, HUD's Regulations, and the Guidelines;
4. ICC/ANSI A117.1-1998 - Accessible and Usable Buildings and Facilities, used in conjunction with the Act, HUD's Regulations, and the Guidelines;
5. HUD's Fair Housing Act Design Manual published in 1996 and revised in 1998;
6. Code Requirements for Housing Accessibility 2000 (CRHA), approved and published by the International Code Council (ICC), October 2000;
7. International Building Code (IBC) 2000, as amended by the IBC 2001 Supplement to the International Codes;
8. 2003 International Building Code (IBC), with one condition. Effective February 28, 2005, HUD determined that the IBC 2003 is a safe harbor, conditioned upon the International Code Council publishing and distributing the following statement to jurisdictions and past and future purchasers of the 2003 IBC;

ICC interprets Section 1104.1, and specifically, the exception to Section 1104.1, to be read together with Section 1107.4, and that the Code requires an accessible pedestrian route from site arrival points to accessible building entrances, unless site impracticality applies. Exception 1 to Section 1107.4 is not applicable to site arrival points for any Type B dwelling units because site impracticality is addressed under Section 1107.7;

9. ICC/ANSI A117.1-2003 - Accessible and Usable Buildings and Facilities, used in conjunction with the Act, HUD's Regulations, and the Guidelines; and

10. 2006 International Building Code, published by ICC, January 2006, with the 2007 erratum (to correct the text missing from Section 1107.7.5), and interpreted in accordance with relevant 2006 IBC Commentary.

HUD's purpose in recognizing a number of safe harbors for compliance with the Fair Housing Act's design and construction requirements is to provide a range of options that, if followed in their entirety without modification or waiver during design and construction, will result in residential buildings that comply with the design and construction requirements of the Fair Housing Act. In the future, HUD may decide to recognize additional safe harbors.

**38. May an architect or builder select aspects from among the HUD recognized safe harbors when designing and constructing a single project and retain "safe harbor" status?**

No. The ten documents listed above are safe harbors only when used in their entirety, that is, once a specific safe harbor document has been selected, the building in question must comply with all of the provisions in that document that address the Fair Housing Act design and construction requirements to ensure the full benefit of the safe harbor. The benefit of safe harbor status may be lost if, for example, a designer or builder chooses to select provisions from more than one of the above safe harbor documents, from a variety of sources, or if waivers of provisions are requested and received. If it is shown that the designers and builders departed from the provisions of a safe harbor document, they bear the burden of demonstrating that the dwelling units nonetheless comply with the Act's design and construction requirements.

**39. If a property is built to some recognized, comparable, and objective standard other than one of the safe harbors, can it still comply with the Act's design and construction requirements?**

Yes. The purpose of the Fair Housing Act Guidelines is "to describe the minimum standards of compliance with the specific accessibility requirements of the Act." Preamble to the Guidelines, 56 Fed. Reg. at 9,476. The Introduction to the Guidelines states, "builders and developers may choose to depart from these guidelines and seek alternate ways to demonstrate that they have met the requirements of the Fair Housing Act." Guidelines, 56 Fed. Reg. at 9,499. However, the standard chosen must meet or exceed all of the design and construction requirements specified in the Act and HUD's Regulations, and the builders and developers bear the burden of showing that their standard provides an equivalent or a higher degree of accessibility than every provision of one of the recognized safe harbors. *See* Design Manual at 13; Preamble to the Guidelines, 56 Fed. Reg. at 9,478-79. While there are some differences among the ten designated safe harbors, there is broad consensus about what is required for accessibility based on the ANSI standards and the safe harbors. These standards result from a process that includes input from a variety of stakeholders, including builders, designers, managers, and disability-rights advocates. Builders and designers should therefore exercise caution before following a standard that contains specifications for an element

that do not meet the parallel requirements of the other safe harbors. If the alternative standard is not a generally accepted accessibility standard, it may well not provide the minimum accessibility required by the Act.

**40. What constitutes evidence of noncompliance with the Fair Housing Act design and construction requirements?**

A case of discrimination may be established by showing that the housing does not meet HUD's Guidelines. This evidence may be rebutted by proof of compliance with a recognized, comparable, objective measure or standard of accessibility. The Ninth Circuit has affirmed this approach in *Nelson v. HUD*, Nos. 07-72803 and 07-73230, 2009 WL 784260, at \*2 (9th Cir. Mar. 26, 2009).

**41. If I follow my state or local building code, am I safe from liability if a building does not comply with the Fair Housing Act's design and construction requirements?**

No. The Fair Housing Act's design and construction requirements are separate from and independent of state and local code requirements. If a state or local code requires, or is interpreted or applied in a manner that requires, less accessibility than the Act's design and construction requirements, the Act's requirements must still be followed. However, state and local governments can assist those involved in building housing subject to the Act's design and construction requirements by incorporating one of the HUD-recognized safe harbors listed above into their building codes without deviation, amendment, or waiver. *See* 42 U.S.C. § 3604(f)(6)(B). For example, some jurisdictions have already adopted the revised editions of the IBC that are recognized by HUD as safe harbors. *See* question 39, above.

**42. Does the Fair Housing Act require fully accessible units?**

No. The Fair Housing Act does not require fully accessible units. For example, the Act's design and construction requirements do not require the installation of a roll-in shower in a dwelling unit in new construction. The Act's design and construction requirements are modest and result in units that look similar to traditional units and are easily adapted by people with disabilities who require features of accessibility not required by the Fair Housing Act.

**43. Can a builder meet the Fair Housing Act's design and construction requirements by building a specific number or percentage of fully accessible dwelling units?**

No. Congress specifically rejected the approach of requiring only a specific number or percentage of units to be fully accessible. Instead, Congress decided that all covered multifamily dwelling units must comply with the Act's design and construction requirements. *See* question 1, above, and 42 U.S.C. § 3604(f)(3)(C). Other laws may require developers to construct a specific number or percentage of units with a higher

degree of accessibility than the Act's modest requirements. *See* questions 46, 47 and 48, below. *See* H.R. Rep. 100-711, at 49 (1988).

### **Reviews for Compliance**

#### **44. Does HUD or DOJ review state and local building codes to determine whether they comply with the Act's accessibility requirements?**

No. Although HUD has reviewed several model building codes to determine whether they comply with the Act's design and construction requirements (*see* question 37, above), neither HUD nor DOJ reviews individual state and local building codes for consistency with the Act.

#### **45. Does HUD or DOJ review site or building plans for compliance with the Act's design and construction requirements?**

No. Neither HUD nor DOJ is required by the Act or has the capacity to review or approve builders' plans or issue certifications of compliance with the Act's design and construction requirements. *See* 42 U.S.C. § 3604(f)(5)(D). The burden of compliance rests with those who design or construct covered multifamily dwellings. *See* Design Manual at 2. To assist those involved in design or construction to comply with the Act's requirements, HUD provides rulemaking, training and technical assistance on the Act, the Regulations, and the Guidelines. HUD has also recognized ten safe harbors for compliance with the Act's design and construction requirements. *See* question 37, above. HUD also provides technical guidance through its Fair Housing Accessibility FIRST program, an initiative designed to promote compliance with the Fair Housing Act design and construction requirements. The program offers comprehensive and detailed instruction programs, useful online web resources, and a toll-free information line for technical guidance and support. The Fair Housing Accessibility FIRST website is found at <http://www.fairhousingfirst.org>. DOJ's fair housing website may be accessed at [http://www.justice.gov/crt/about/hce/housing\\_coverage.php](http://www.justice.gov/crt/about/hce/housing_coverage.php).

### **Buildings Covered by the Act and Other Accessibility Laws or Codes**

#### **46. When would both Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act apply to the same property, and which standard would apply in this situation?**

If housing was built for first occupancy after March 13, 1991, and federal financial assistance is involved, both Section 504 and the Fair Housing Act apply. The accessibility standards under both laws must be used. *See* Preamble to the Guidelines, 56 Fed. Reg. at 9,477-79.

HUD's Section 504 requirements are found in 24 C.F.R. Part 8 and these regulations reference the Uniform Federal Accessibility Standards (UFAS). Further information about the applicability of Section 504 can be found at

<http://www.hud.gov/offices/fheo/disabilities/sect504faq.cfm>. The Uniform Federal Accessibility Standards may be found at <http://www.access-board.gov/ufas/ufas-html/ufas.htm>.

**47. What if the Americans with Disabilities Act (ADA) and the Fair Housing Act requirements both apply to the same property?**

In those cases where a development is subject to the accessibility requirements of more than one federal law, the accessibility requirements of each law must be met.

There are certain residential properties, or portions of other residential properties, that are covered by both the Fair Housing Act and the ADA. These properties must be designed and built in accordance with the accessibility requirements of both the Fair Housing Act and the ADA. To the extent that the requirements of different federal laws apply to the same feature, the requirements of the law imposing greater accessibility requirements must be met, in terms of both scoping and technical requirements.

In the preamble to its regulation implementing Title III of the ADA, the Department of Justice discussed the relationship between the requirements of the Fair Housing Act and the ADA. The preamble noted that many facilities are mixed-use facilities. For example, a hotel may allow both residential and short term stays. In that case, both the ADA and the Fair Housing Act will apply to the facility. The preamble to the Title III regulation also stated that residential hotels, commonly known as “single room occupancies,” may be subject to Fair Housing Act requirements when operated or used as a residence but they are also considered “places of lodging” subject to the requirements of the ADA when guests are free to use them on a short-term basis. A similar analysis applies with respect to homeless shelters, nursing homes, residential care facilities, and other facilities where persons may reside for varying lengths of time. It is important for those involved in the design and construction of such facilities to comply with all applicable accessibility requirements. *See* 56 Fed. Reg. 35,544, 35,546-47 (July 26, 1991).

Covered multifamily dwellings that are funded or provided through programs operated by or on behalf of state and local entities (*e.g.*, public housing, homeless shelters) are also subject to the requirements of Title II of the ADA.

Under the Fair Housing Act, the common areas of covered multifamily dwellings that qualify as places of public accommodation under the ADA must be designed and constructed in accordance with the ADA Standards for Accessible Design, and the Act’s design and construction requirements. For example, a rental office in a multifamily residential development, a recreational area open to the public, or a convenience store located in that development would be covered by the Act and under Title III of the ADA. *See* 28 C.F.R. § 36.104. Common use areas for use only by residents and their guests are covered by the Act’s design and construction requirements, but would not be covered by the ADA.

**48. What if a state or local building code requires greater accessibility than the Fair Housing Act?**

The Fair Housing Act does not reduce the requirements of state or local codes that require greater accessibility than the Act. Thus, the state or local building code's greater accessibility must be provided. However, if a state or local code requires, or is interpreted or applied in a manner that requires, less accessibility than the Act, the Act's requirements must nonetheless be followed. *See* Final Report of HUD Review of Model Building Codes, 65 Fed. Reg. at 15,753-57. *See also* Preamble to the Final Rule, Design and Construction Requirements, Compliance with ANSI A117.1 Standards, 73 Fed. Reg. at 63,610.

**Accessible Public and Common Use Areas**

**49. Are rental offices and other public and common use areas required to be accessible under the Fair Housing Act?**

Rental offices and other public and common use areas must be accessible if they serve multifamily dwelling units that are subject to the design and construction requirements of the Act. If there are no covered dwelling units on the site, then the public and common use areas of the site are not required to be accessible under the Fair Housing Act. *See* Questions and Answers, Q. 13, 59 Fed. Reg. at 33,365-66.

It is important to note that Title III of the Americans with Disabilities Act contains accessibility requirements that apply to rental and sales offices and other places of public accommodation that may be associated with housing, even if the housing is not covered by the Fair Housing Act's design and construction requirements. Further, Title II of the ADA applies accessibility requirements to housing and related facilities owned or operated by state or local government entities. In addition, Section 504 of the Rehabilitation Act and the Architectural Barriers Act may also apply to public and common use areas of properties that are designed, constructed, or operated by entities receiving federal financial assistance. The question of whether the accessibility requirements of any of these three federal laws apply to the public or common use areas of a property needs to be considered in addition to whether the Fair Housing Act's design and construction requirements apply.

**50. When covered parking is provided as an amenity to covered multifamily housing, what are the accessibility requirements under the Fair Housing Act?**

When covered parking is provided, at least 2% of the covered parking serving the covered dwelling units must comply with the accessibility requirements for covered parking and be on an accessible pedestrian route to the covered dwelling units. *See* Guidelines, Requirement 2, Chart, Element 4, 56 Fed. Reg. at 9,505; Design Manual at 2.23 to 2.24.

**51. When a swimming pool is provided on a site with covered multifamily dwellings, what are the design and construction requirements for the pool?**

When provided, a swimming pool must be located on an accessible pedestrian route that extends to the pool edge, but the Guidelines do not require that the pool be equipped with special features to offer greater access into the pool than is provided for persons without disabilities. In addition, a door or gate accessing the pool must meet the Act's design and construction requirements and the deck around the pool must be on an accessible route. If toilet rooms, showers, lockers or other amenities are provided at the pool, these also must be accessible and meet the requirements for accessible public and common use areas. *See* Guidelines, Requirement 2, 56 Fed. Reg. at 9,504-05. It is important to note that the swimming pools and related facilities may be subject to the ADA if persons other than residents and their guests are allowed to use them.

**52. Are garbage dumpsters required to comply with the Act's design and construction requirements?**

Garbage dumpsters are public and common use spaces and must be located on accessible pedestrian routes. If an enclosure with a door is built around the dumpster, both the door to the enclosure and the route through this door to the dumpster must meet the provisions of ANSI A117.1-1986 or another safe harbor (when used in accordance with HUD's policy statement, *see* questions 37-38, above). If parking is provided at the dumpster, accessible parking must also be provided. *See* Guidelines, Requirement 2, 56 Fed. Reg. at 9,504-05; Design Manual at 2.16 (figure). However, there are no technical specifications for the actual garbage dumpster.

**53. When emergency warning systems are installed in the public and common use areas of covered multifamily buildings (for example, in corridors, or breezeways), do the Act's design and construction requirements require such warning systems to include visual alarms?**

Yes. The Act requires public and common uses areas to be readily accessible to and usable by persons with disabilities. This includes accessibility of building emergency warning systems, when provided. Alarms placed in these areas must have audible and visual features and the Guidelines reference the provisions of ANSI A117.1-1986 Section 4.26 for such alarms. *See* Guidelines, Requirement 2, Chart, 56 Fed. Reg. at 9,505.

Example: A single user restroom in a rental office must have a visual alarm if the rental office is served by an audible alarm.

**54. If there is an emergency warning system installed in the public and common use areas of a covered multifamily building, must there be visual alarms in the interior of dwelling units?**

No. The Fair Housing Act's design and construction requirements do not require installation of visual alarms on the interior of dwelling units; however, if there is a



building alarm system provided in a public and common use area, then it must be accessible as specified in ANSI A117.1-1986. In addition, the system must have the capability of supporting an audible and visual alarm system in individual units. Note: The International Building Code (IBC) requires that certain multifamily residential buildings that must have a fire alarm also have the capability of supporting visible alarm notification appliances which meet the requirements of ICC/ANSI A117.1. *See, e.g.,* 2006 IBC §§ 907.2.9 and 907.9.1.4.

## **Enforcement**

### **55. What remedies are typically sought in Fair Housing Act design and construction cases?**

Lawsuits brought pursuant to the Fair Housing Act may seek injunctive relief including retrofitting of the property so that the covered dwelling units and public and common use areas meet the Act's requirements, training, education, reporting, future compliance with the Act's requirement, surveying and inspecting retrofits, monetary damages for aggrieved persons, and, in cases brought by the federal government, civil penalties.

### **56. Who can be sued for violations of the accessibility requirements of the Fair Housing Act?**

Any person or entity involved in the noncompliant design and construction of buildings or facilities subject to the Act's design and construction requirements may be held liable for violations of the Act. This includes a person or entity involved in only the design, only the construction, or both the design and construction of covered multifamily housing.

Note that a person or entity that has bought a building or property after it was designed and constructed may be sued when that person or entity is necessary to provide authority to remedy violations or allow access for other necessary reasons such as the identification of any aggrieved persons. This may include subsequent owners, homeowners associations, property management companies or later individual owners or occupants of inaccessible units when such persons must be involved to provide authority to remedy violations.

### **57. If someone is successfully sued for violating the Act's design and construction requirements, will a court order the building to be torn down and rebuilt?**

Courts make rulings in cases based on the facts of each specific situation. Thus, it is difficult to predict what a court might order in a case without knowing the facts. However, extensive modifications including complete retrofits of buildings, units, and public and/or common use areas have been routinely sought and obtained by federal law enforcement agencies and ordered by courts.

**58. What recourse is available to a person with a disability or a person associated with a person with a disability who believes that she cannot rent, purchase, or view housing at a particular multifamily property because it is in violation of the design and construction requirements of the Act?**

When a person with a disability or a person associated with a person with a disability believes that she has been harmed by a failure to design and construct a unit or property in accordance with the Act's requirements (or any other discriminatory housing practice), she may file a complaint with HUD within one year after the alleged discriminatory practice has occurred or terminated or may file a lawsuit in federal district court within two years after the alleged discriminatory practice has occurred or terminated. *See* 42 U.S.C. §§ 3610 and 3613. However, persons aggrieved by discriminatory housing practices are encouraged to file a complaint as soon as possible after the discriminatory housing practice occurs or terminates. If a complaint is filed with HUD, HUD will investigate the complaint at no cost to the complainant.

**59. At what point do the time frames for a person filing a complaint begin to run?**

A person should file a complaint as soon as possible after becoming aware that he or she has been or may be harmed because a property may not be constructed in compliance with the accessibility requirements of the Fair Housing Act. Under the Fair Housing Act, “[a]n aggrieved person may, not later than one year after an alleged discriminatory housing practice has occurred or terminated, file a complaint” with HUD (*see* 42 U.S.C. § 3610(a)) and “may commence a civil action [in Court]. . . not later than 2 years after the occurrence or the termination of an alleged discriminatory housing practice.” *See* 42 U.S.C. § 3613(a)(1)(A). While some courts have had differing views, HUD and DOJ believe that the Act is violated, and the one- or two-year statute of limitations begins to run, when an “aggrieved person” is injured as a result of the failure to design and construct housing to be accessible as required by the Act. *See* 42 U.S.C. § 3602(i). A failure to design and construct a multifamily property in accordance with the Act may cause an injury to a person at any time until the violation is corrected. A person may be injured before, during or after a sale, rental or occupancy of a dwelling.

In addition, HUD has interpreted the Act to hold that “with respect to the design and construction requirements, complaints can be filed at any time that the building continues to be in noncompliance, because the discriminatory housing practice -- failure to design and construct the building in compliance -- does not terminate” until the building is brought into compliance with the Act and the continuing violation terminates. *See* Design Manual at 22. Although not all courts have agreed with these interpretations, HUD uses them in determining whether to accept a complaint.

Readers should be aware that as of the date of this joint statement, at least one circuit court has ruled that the Act's statute of limitations for individual complaints begins to run

upon the completion of the covered dwelling, regardless of when the dwelling is actually sold, rented or occupied by a person with a disability.<sup>8</sup>

The time frames for the United States to bring an action under the Fair Housing Act are not addressed in this question and answer.

**60. If a designer or builder has built more than one multifamily property in violation of the Act's design and construction requirements, may he be held liable for violations at all of those properties?**

Where a builder, owner, architect or developer of covered multifamily does not comply with the design and construction requirements over a period of time at multiple properties, violations at all of the noncompliant properties may be part of a continuing violation or pattern or practice of illegal discrimination. HUD and DOJ may investigate and take legal action respecting all such properties. An entity involved in the design and construction of an earlier noncompliant property and involved in the design and construction of a later noncompliant property may therefore be subjected to a complaint for participating in a continuing violation or engaging in a pattern or practice of violating the Act.

**61. How is a complaint alleging a failure to design and construct multifamily housing filed?**

There are several ways that a person may file a complaint with HUD:

- By placing a toll-free call to 1-800-669-9777 or TTY 1-800-927-9275;
- By completing the "on-line" complaint form available on the HUD internet site: <http://www.hud.gov/offices/fheo/index.cfm>; or
- By mailing a completed complaint form or letter to:

Office of Fair Housing and Equal Opportunity  
Department of Housing & Urban Development  
451 7<sup>th</sup> Street, S.W., Room 5204  
Washington, DC 20410-2000

Upon request, HUD will provide printed materials in alternate formats (large print, audio tapes, or Braille) and provide complainants with assistance in reading and completing forms.

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<sup>8</sup>See *Garcia v. Brockway*, 526 F.3d 456 (9th Cir. 2008) (en banc). Complaints by persons in states and territories located in the Ninth Circuit -- Washington, Idaho, Montana, Oregon, California, Nevada, Arizona, Alaska, Northern Mariana Islands, Hawaii, and Guam -- may be subject to this ruling if other dwellings designed and/or constructed by the same respondent or defendant were not completed within the limitations period.

The Civil Rights Division of the Department of Justice brings lawsuits in federal courts across the country to end discriminatory practices and to seek monetary and other relief for individuals whose rights under the Fair Housing Act have been violated. The Civil Rights Division initiates lawsuits when it has reason to believe that a person or entity is involved in a “pattern or practice” of discrimination or when there has been a denial of rights to a group of persons that raises an issue of general public importance. The Division also participates as *amicus curiae* in federal court cases that raise legal questions involving the application and/or interpretation of the Act. To alert DOJ to matters involving a pattern or practice of discrimination, matters involving the denial of rights to groups of persons, or lawsuits raising issues that may be appropriate for *amicus* participation, contact:

U.S. Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section – G St.  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530

To report an incident of housing discrimination to the U.S. Department of Justice, call the Fair Housing Tip Line: 1-800-896-7743, or e-mail: [fairhousing@usdoj.gov](mailto:fairhousing@usdoj.gov).

For more information on the types of housing discrimination cases handled by DOJ, please refer to the DOJ’s Housing and Civil Enforcement Section’s website at [http://www.justice.gov/crt/about/hce/housing\\_coverage.php](http://www.justice.gov/crt/about/hce/housing_coverage.php).

A HUD or DOJ determination not to proceed with a Fair Housing Act matter does not foreclose private plaintiffs from pursuing a private lawsuit. However, litigation can be an expensive, time-consuming, and uncertain process for all parties. HUD and DOJ encourage parties to Fair Housing Act disputes to explore all reasonable alternatives to litigation, including alternative dispute resolution procedures, such as mediation. HUD attempts to conciliate all Fair Housing Act complaints. In addition, it is DOJ’s policy to offer prospective defendants the opportunity to engage in pre-suit settlement negotiations, except in unusual circumstances.

### **Reasonable Accommodations and Reasonable Modifications Under the Act**

#### **62. Is any information available concerning reasonable accommodations and reasonable modifications under the Fair Housing Act?**

Yes. HUD and DOJ have published joint statements concerning reasonable accommodations and reasonable modifications for persons with disabilities under the Fair Housing Act. See Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations under the Fair Housing Act (May 17, 2004) and Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Modifications under the Fair

Housing Act (Mar. 5, 2008), at <http://www.hud.gov/offices/fheo/disabilities/index.cfm> or [http://www.justice.gov/crt/about/hce/about\\_guidance.php](http://www.justice.gov/crt/about/hce/about_guidance.php).

### **Location of Documents**

#### **63. Where can one find the documents referred to in this Joint Statement?**

A copy of the Preamble to the Regulations is found at 54 Fed. Reg. 3,243 (Jan. 23, 1989). The Regulations are found at 24 C.F.R. Part 100. The Preamble to the Guidelines can be found at 56 Fed. Reg. 9,472 (Mar. 6, 1991), and both the Preamble to the Guidelines and the Guidelines are reprinted in the Fair Housing Act Design Manual in Appendix B. The Questions and Answers can be found at 59 Fed. Reg. 33,362 (June 28, 1994) and is reprinted at Appendix C of the Fair Housing Act Design Manual. The Fair Housing Act Design Manual can be obtained from <http://www.huduser.org/publications/destech/fairhousing.html>. *See also* HUD's Office of Fair Housing and Equal Opportunity website at <http://www.hud.gov/offices/fheo/disabilities/index.cfm>.

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
ADMINISTRATIVE ORDER 10-07**

**Housing Conditions Civil Calendar**

**WHEREAS**, the Superior Court has determined in the interest of justice there is a need to quickly address conditions which constitute violations of the District of Columbia's housing code regulations in rental units in the District of Columbia;

**WHEREAS**, the Superior Court has decided to develop a Housing Conditions Civil Calendar to expedite actions for enforcement of housing code regulations;

**NOW, THEREFORE, IT IS HEREBY,**

**ORDERED** that an additional civil calendar, the Housing Conditions Civil Calendar, is hereby established to expedite actions for enforcement of housing code regulations; and it is further

**ORDERED** that the effective date of the Housing Conditions Civil Calendar will be **April 28, 2010**, at which time litigants may begin filing complaints on that calendar; and it is further

**ORDERED** that the Housing Conditions Civil Calendar shall be administered in accordance with the attached memorandum, which provides a detailed description of the program, and the Superior Court Rules of Civil Procedure; and it is further

**ORDERED** that nothing in this Order or the attached memorandum shall be construed to require litigants to litigate claims regarding housing code violations solely in this forum and shall not limit the ability of litigants to seek relief to which they may be entitled through the filing of a complaint through the regular course in the Civil Actions Branch, Small Claims Branch, or Landlord and Tenant Branch of this Court (i.e., injunctive and monetary relief in the Civil Actions Branch, rent abatements and additional monetary relief in the Small Claims Branch, or rent abatements and counterclaims in the Landlord and Tenant Branch).

**SO ORDERED.**

**BY THE COURT**

**Date: April 28, 2010**

\_\_\_\_\_  
/s/  
**Lee F. Satterfield**  
**Chief Judge**

**Copies to:**

Judges

Senior Judges

Magistrate Judges

Executive Officer

Clerk of the Court

Director, Civil Division

Library

Daily Washington Law Reporter

DC Bar Webmaster

# MEMORANDUM

## HOUSING CONDITIONS CIVIL CALENDAR

### I. Introduction

The Superior Court of the District of Columbia has determined in the interest of justice there is a need to quickly address conditions which constitute violations of the District of Columbia's housing code regulations in rental units in the District of Columbia. Accordingly, the Superior Court has worked closely with various stakeholders to develop a Housing Conditions Civil Calendar to expedite actions for enforcement of housing code regulations.

The type of complaint which will be heard on the Housing Conditions Civil Calendar is limited in nature and seeks only to enforce compliance with the District of Columbia Housing Code Regulations (14 D.C.M.R. §§ 500 – 900, 1200). Litigants seeking additional relief including, but not limited to, monetary relief for the condition of the property, return of a security deposit, personal injury, or possession of the rental property, must file a separate claim for such relief in the appropriate Branch of the Court.

### II. Rules

The pilot Housing Conditions Civil Calendar will be governed by the terms of this Order and attached memorandum and the Superior Court Rules of Civil Procedure.

### III. Complaint

Litigants who wish to file a complaint on the Housing Conditions Civil Calendar are required to use Form CA 116 – Verified Complaint to Enforce Housing Code Regulations. The litigant must complete **both** pages of the Complaint. A litigant may supplement the Complaint with additional pleadings, but those pleadings will not be accepted as a substitute for Form CA 116, which must be completed in every case. A copy of the Complaint must be served on each defendant as described below.

Form CA 116 – Verified Complaint to Enforce Housing Code Regulations is available at the Civil Actions Branch Clerk's Office, Moultrie Building, 500 Indiana Avenue, NW, Room 5000. The Complaint is also available online at [www.dccourts.gov](http://www.dccourts.gov).

### IV. Summons

In addition to the requirement to use Form CA 116 – Verified Complaint to Enforce Housing Code Regulation, litigants who wish to file a complaint on the Housing Conditions Civil Calendar are required to complete and serve the



Summons to Appear in Court and Notice of Hearing. A copy of the Summons must be completed and served on each defendant along with the Complaint. Litigants will receive the date of the initial hearing at the time of filing the Summons with the Civil Actions Branch Clerk's Office.

The Summons to Appear in Court is available at the Civil Actions Branch Clerk's Office, Moultrie Building, 500 Indiana Avenue, NW, Room 5000. The Summons is also available online at [www.dccourts.gov](http://www.dccourts.gov).

## **V. Filing and Fees**

A completed Form CA 116 – Verified Complaint to Enforce Housing Code Regulations and Summons to Appear in Court and Notice of Hearing must be filed in the Civil Actions Branch Clerk's Office, Moultrie Building, 500 Indiana Avenue, NW, Room 5000.

The filing fee for the Complaint and Summons is \$15.00. All other fees shall be in accordance with the schedule set out in Rule 202 of the Superior Court Rules of Civil Procedure.

## **VI. Service of Process**

The plaintiff must serve a copy of the Complaint and Summons on each defendant pursuant to Rule 4(c) – (j) of the Superior Court Rules of Civil Procedure.

## **VII. Timing of Events**

Once a completed Complaint and Summons is filed, an initial hearing will be scheduled on the Housing Condition Civil Calendar on the next available date no sooner than 21 days after the date of filing.

Due to the expedited nature of the Housing Conditions Civil Calendar, the plaintiff must effectuate service of process of the Complaint and Summons at least eight (8) calendar days before the date of the initial hearing. The Court may, however, allow for extension of the time for completion of service of process at its discretion. Furthermore, this Order does not abrogate the time limit for service of process articulated in Rule 4(m) of the Superior Court Rules of Civil Procedure.

The plaintiff must file with the Civil Actions Branch Clerk's Office either an acknowledgment of service of process or proof of service of process pursuant to Rule 4(l) of the Superior Court Rules of Civil Procedure at least three (3) calendar days prior to the initial hearing date, except for such extension of time as the Court may allow.

## **VIII. Pleadings and Motions**

- a. *Written Answer.* A defendant to a Complaint filed on the Housing Conditions Civil Calendar is not required to file a written answer.

If a defendant wishes to file an answer, the defendant may file an original written answer within twenty (20) days after service of the Summons and Complaint, or such additional time as the Court may allow. The written answer must be filed in the Civil Actions Branch Clerk's Office, Moultrie Building, 500 Indiana Avenue, NW, Room 5000, with a copy mailed to the plaintiff, or if the plaintiff is represented by an attorney, to the plaintiff's attorney.

- b. *Applications to Proceed without Prepayment of Costs.* Applications to proceed without prepayment of costs, also known as applications for *in forma pauperis*, may be filed by any litigant to an action on the Housing Conditions Civil Calendar with Judge-in-Chambers or by presenting such application to the judge sitting on the Housing Conditions Civil Calendar on the date of the initial hearing or any date thereafter.
- c. *Motions for Temporary Restraining Order.* If the alleged conditions in the rental unit constitute an emergency and pose an immediate threat to the health and safety of the occupants of the unit, a litigant may file a separate motion for temporary restraining order along with a Form CA 116 – Verified Complaint to Enforce Housing Code Regulations. The motion for temporary restraining order will be addressed by Judge-in-Chambers in accordance with its procedures.
- d. *Motions and other Pleadings.* Motions and other pleadings must be filed in accordance with the requirements of applicable Superior Court Rules of Civil Procedure. Motions and other pleadings will be subject to the fee schedule set out in Rule 202 of the Superior Court Rules of Civil Procedure.

**THE HEALTH ACCESS PROJECT AT CHILDREN'S NATIONAL MEDICAL CENTER**

September 30, 2015

[REDACTED]

Washington, DC 20020

Dear [REDACTED]:

I represent Ms. Jane Smith, the tenant in Unit [REDACTED] of [REDACTED], located at XXX [REDACTED]. Ms. Smith has made numerous written and oral requests for repairs over the course of her two year residency. Additionally, as you know, the entire building has failed the HUD inspection. However, despite your awareness of the deplorable conditions, Ms. Smith's unit remains virtually uninhabitable. The conditions are so severe that the health of her children has been affected. The failure to perform adequate repairs and extermination means that there are still conditions in the apartment that pose a significant danger to the health and safety of the children. You are required to provide your tenants with units that meet the standards of the District of Columbia Municipal Regulations, and we request that you promptly correct your violations and make the repairs Ms. Smith has repeatedly requested.

Specifically, Ms. Smith's unit is in violation of the D.C. Housing Code and poses a danger to her children because of the following conditions:

**1. Apartment and Building-wide Rodent and Insect Infestation**

Ms. Smith has endured mice and insect infestation in her apartment since she moved in, in November 2007. Cockroaches enter her apartment from the hallway through the space underneath her door. Mice leave droppings throughout her apartment and eat away at objects in the apartment, even ruining the infant bassinet she had stored under the bed. An ant infestation was so severe during the summer of 2008 that she sought medical attention for her children at Children's Hospital due to the ant bites. Yet, in spite of her notification of this to the management company, the ants returned to her apartment during the summer of 2009 and continued to pose a danger to her children.

Ms. Smith has made numerous written and oral complaints about the infestation to [REDACTED], the property managers, the local HUD office and to you. At the end of October 2009, she spoke directly with you about these issues. You indicated that an exterminator would spray her unit weekly. However, the visits have been sporadic, and the serious infestation problems continue.

**2. Flooring and Carpeting**

Before Ms. Smith moved into her apartment she specifically requested a unit without carpet, and [REDACTED], the representative from your management company, agreed to honor that request.

However, when she moved in--a day after her scheduled move-in date because the apartment was not yet available due to a failure of the management company to have the unit ready on the agreed upon move-in date--she learned that it was, in fact, carpeted. When she inquired about the carpet, she was told that the carpet would not be removed because the floor was not adequate, likely because the rodent and insect infestation had destroyed the flooring beneath the carpeting.

The carpeting in the unit has several problems. First, the mold and other allergens trapped in the carpet are triggering severe asthma attacks in her son, [REDACTED]. Dr. [REDACTED], the primary care physician for the children, provided a letter to you requesting that the carpet be removed because of these asthma attacks. However, the carpet is still in the apartment and still causing these problems.

Second, the carpet is not properly installed. Since the family moved into the apartment, the carpet has not been properly installed at the edges, leaving areas where the carpet is not attached to the floor. This poses a danger to the young children who reside in the home.

In spite of numerous requests by Ms. Smith to remedy the issues with her carpet, no action has been taken by the management company. We request that the carpet be removed immediately or that the family be moved to a unit without carpet.

### **3. Interior Walls**

When Ms. Smith moved in there was a large hole in the bathroom that had been concealed with a mirror. There were also smaller holes throughout her apartment, which have likely exacerbated the rodent infestation. Ms. Smith's numerous requests to the maintenance office to repair the holes went unanswered. The large hole in the bathroom was finally repaired in September of 2009, almost two years after she moved in. Some of the smaller mice holes were repaired in January 2010, but some still remain. We request that any charges made to Ms. Smith's account be waived immediately in light of the unreasonably long delay in repairing the holes that you had the obligation to timely repair.

### **4. Doors**

The conditions of the doors at [REDACTED] and in Ms. Smith's individual unit do not comply with maintenance and functionality standards established in the D.C. Housing Code. First, the main entrance to the building has no lock. If there were a buzzer, then a lock would not prevent individuals with legitimate reasons from gaining access to the building. Second, within Ms. Smith's apartment, the doors are not in good, working condition. The door that leads into her apartment shows signs of tampering and is not secure. This tampering, evidence of an attempted (or successful) break-in was there before Ms. Smith moved into the apartment. Ms. Smith has repeatedly requested orally and in writing that the door be repaired and that a chain lock be installed to improve the security of the apartment for her and her family. She is particularly concerned about this given that anyone can enter the building since there is no working front door lock. The management company also denied her request to have a chain lock installed on her door.

Finally, the door that opens from within her apartment and out onto the balcony does not lock properly, which creates the hazard that her children will gain access to the balcony and sustain injury. Ms. Smith has repeatedly put the management company on notice of this problem since November of 2007, but no corrective action has ever been taken.

## **5. Mailbox**

Finally, Ms. Smith's mailbox did not function properly when she moved in, in November of 2007. This prevented her from regularly receiving her mail and was repaired *two years* later only after numerous written and oral requests to repair the mailbox.

## **6. Attempts to Request Repairs**

Ms. Smith has exerted exceptional effort on her part to inform you of these conditions and to request the required repairs. When she first moved in she spoke numerous times to [REDACTED], who supposedly submitted her requests. Ms. Smith's aunt also called numerous times on her behalf and spoke with Property Manager [REDACTED] during the summer of 2008. Ms. Smith herself made regular requests from November 2007 through August 2009. Still, no repairs were made.

In the summer of 2008, management's first efforts at extermination were made. However, the limited extermination did not resolve the problem.

From the summer of 2008 through August 2009, Ms. Smith made repeated complaints to [REDACTED] and to [REDACTED], on average about every two weeks. Ms. Smith submitted a formal resident complaint form on July 27, 2009, explaining her complaints in detail, after her continuous verbal complaints did not result in action. Despite her complaints, the problems have not been resolved.

Finally, after nearly two years of complaints with no action and after informing the property manager of the complaints in writing, in September 2009, Ms. Smith decided to withhold her rent based on the numerous housing code violations. Although Ms. Smith informed you both in writing and orally about the significant problems in her unit, this letter serves as additional written notice that rent is and has been withheld due to the numerous housing code violations that pose a significant health and safety risk to the children residing in the home.

## **7. Demand for Repairs and Relief**

In order to remedy this situation and to avoid legal action, the management company must take immediate and significant steps to make the apartment habitable. We request that you remedy the severe rodent and insect infestation in her home, repair all the holes in her apartment, which are likely contributing to that infestation, and remove her carpet and repair the floors underneath.

In addition, given the uninhabitable living conditions, we also request that you amend her account to reflect no balance due because you have not made necessary repairs to her unit.

If the necessary repairs and extermination are not made immediately, we will take all appropriate legal action.

If you wish to discuss this matter further, I can be reached at (202) 467-4900, ext. 547, or at [KZeisel@childrenslawcenter.org](mailto:KZeisel@childrenslawcenter.org).

Sincerely,

Kathy Zeisel

Attorney for Jane Smith

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION  
CIVIL ACTIONS BRANCH**

500 Indiana Avenue, N.W., Room 5000, Washington, DC 20001 Telephone (202) 879-1133 www.dccourts.gov

**Case No. CA** \_\_\_\_\_

_____ Plaintiff(s)/Tenant(s) _____ Address (No post office boxes) _____ City _____ State _____ Zip Code _____ _____ Phone Number _____	vs.	_____ Defendant(s)/Landlord(s) _____ Address _____ _____ City _____ State _____ Zip Code _____ _____ Phone Number (if known) _____
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**VERIFIED COMPLAINT TO ENFORCE HOUSING CODE REGULATIONS**

**DISTRICT OF COLUMBIA, ss:**

1. I, (name, address, and phone #) \_\_\_\_\_, swear or affirm, under penalties of perjury, that I have knowledge of the facts set forth in this Complaint and that I am: ☐ Tenant or ☐ an attorney authorized to make this verification or ☐ a person who has a right to demand that the Defendant/Landlord complete repairs to the rental unit because \_\_\_\_\_.
2. Upon information and belief, the Defendant/Landlord is responsible for maintaining the rental unit at (address) \_\_\_\_\_ in compliance with the Housing Code Regulations.
3. I verify that the rental unit **currently contains** housing code violations including, but not limited to those listed in the Housing Code Violations Addendum **attached to the Complaint**.
4. I believe the Defendant/Landlord is aware, or should be aware, of the violations listed in the Housing Code Violation Addendum for one or more of the following reasons (check all that apply):
  - ☐ I spoke directly with the Defendant/Landlord or his/her representative: (name of person, if known) \_\_\_\_\_.
  - ☐ I sent a letter to or left a note for the Defendant/Landlord, or his/her representative, at: (last known address) \_\_\_\_\_.
  - ☐ I left, or attempted to leave, a voicemail with the Defendant/Landlord at: (phone number) \_\_\_\_\_.
  - ☐ I sent an email to the Defendant/Landlord at: (email address) \_\_\_\_\_.
  - ☐ The Defendant/Landlord or his/her agent has personally observed the conditions or otherwise knew about the listed violations because: (explain) \_\_\_\_\_.
  - ☐ Other: (explain) \_\_\_\_\_.
5. **Optional:** The Defendant/Landlord may:
  - ☐ Enter my rental unit on any date between 9:00 a.m. and 5:00 p.m., Mon. – Fri., for the purpose of inspection and repairs.
  - ☐ Contact me at (phone #) \_\_\_\_\_ to arrange a time and date to enter my rental unit for inspection and repairs.

Therefore, Plaintiff/Tenant asks the Court for an order to repair all of the housing code violations in the unit within a time to be determined by the Court.

Subscribed & sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Plaintiff/Plaintiff's Attorney Date

Notary Public/Deputy Clerk \_\_\_\_\_ My Commission expires \_\_\_\_\_

**Important Note to Parties:** Court of Appeals Rule 49 and Superior Court Rule of Civil Procedure 101 prohibit the unauthorized practice of law. Any person who is not a lawyer in good standing in the District of Columbia should be aware that he or she could be engaging in the unauthorized practice of law if he or she acts on behalf of another for any purpose other than to request a continuance.

\_\_\_\_\_  
Plaintiff/Plaintiff's Attorney Unified Bar No. \_\_\_\_\_  
 \_\_\_\_\_  
 Address Zip Code \_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. Email Address (required only for attorneys) \_\_\_\_\_

CLERK OF THE COURT



# **NOTICE TO DEFENDANTS**

Please note that you should have received with this Complaint an additional form entitled “**Summons to Appear in Court and Notice of Hearing.**” If you did not receive the Summons, *immediately* call the Civil Action Branch Clerk’s Office at 202-879-1133 to learn what date you are required to appear in Court to respond to this Complaint.

## **AVISO A LOS DEMANDADOS**

Sírvanse tomar nota, que junto con la Demanda, deben haber recibido un formulario adicional, titulado “**Citatorio para Comparecer en el Juzgado y Aviso de Audiencia**”. Si no recibió el Citatorio, llame *inmediatamente* a la Secretaría de Actas de Demandas Civiles, al 202-879-1133 para enterarse de la fecha en que tiene que comparecer ante el Juzgado para contestar esta Demanda.



**HOUSING CODE VIOLATION ADDENDUM**

The Tenant/Plaintiff **must complete** this form and attach it to the Complaint. Please be as **accurate and specific** as possible when identifying the **location (room or common areas) and/or nature** of the problems with the rental unit.

**Heating, Lighting, Ventilation 14 D.C.M.R. § 500 et seq.**

- |   |  |
|---|--|
| <input type="checkbox"/> Inadequate heating ( <i>location</i> ) _____ | <input type="checkbox"/> Inadequate ventilation ( <i>location</i> ) _____      |
| <input type="checkbox"/> Lack of windows ( <i>location</i> ) _____    | <input type="checkbox"/> Inadequate air conditioning ( <i>location</i> ) _____ |

**Plumbing, Utilities 14 D.C.M.R. § 600 et seq.**

- |   |  |
|---|--|
| <input type="checkbox"/> Plumbing (leaks from inside the unit) ( <i>location</i> ) _____  | <input type="checkbox"/> Broken or not functioning shower/bath tub                         |
| <input type="checkbox"/> Plumbing (leaks from outside the unit) ( <i>location</i> ) _____ | <input type="checkbox"/> Broken or not functioning sinks ( <i>location</i> ) _____         |
| <input type="checkbox"/> Lack of waterproof floor in the bathroom                         | <input type="checkbox"/> Inadequate or broken electrical outlets ( <i>location</i> ) _____ |
| <input type="checkbox"/> Broken or stopped toilet ( <i>location</i> ) _____               | <input type="checkbox"/> Inadequate hot water ( <i>location</i> ) _____                    |

**Construction, Maintenance, Repairs 14 D.C.M.R. § 700 et seq.**

- |  |   |
|--|---|
| <input type="checkbox"/> Walkway in disrepair ( <i>explain</i> ) _____                 | <input type="checkbox"/> Broken or not functioning windows (common areas) ( <i>location</i> ) _____                               |
| <input type="checkbox"/> Roof/chimney requires repair ( <i>explain</i> ) _____         | <input type="checkbox"/> Broken or not functioning windows ( <i>location</i> ) _____  |
| <input type="checkbox"/> Gutters/drainage clogged, leaking or missing                  | <input type="checkbox"/> Broken doors or locks (exterior) ( <i>location</i> ) _____   |
| <input type="checkbox"/> Cracks or holes exterior walls ( <i>location</i> ) _____      | <input type="checkbox"/> Broken doors or locks (interior) ( <i>location</i> ) _____   |
| <input type="checkbox"/> Cracks or holes interior walls ( <i>location</i> ) _____      | <input type="checkbox"/> Broken or not functioning kitchen appliances (stove/oven, refrigerator/freezer) ( <i>explain</i> ) _____ |
| <input type="checkbox"/> Peeling paint ( <i>location</i> ) _____                       | <input type="checkbox"/> Broken kitchen cabinets ( <i>explain</i> ) _____   |
| <input type="checkbox"/> Mold or mildew ( <i>location</i> ) _____                      |   |
| <input type="checkbox"/> Broken, uneven or unrepaired floors ( <i>location</i> ) _____ |   |
| <input type="checkbox"/> Cracks, holes or sagging ceilings ( <i>location</i> ) _____   |   |
| <input type="checkbox"/> Broken stairways/steps/porches ( <i>location</i> ) _____      |   |

**Cleanliness, Sanitation and Safety 14 D.C.M.R. § 800 et seq.**

- |   |   |
|---|---|
| <input type="checkbox"/> Dirt/dust/filth/garbage in common areas or for which the landlord is responsible | <input type="checkbox"/> Insect infestation ( <i>explain</i> ) _____              |
| <input type="checkbox"/> Inadequate garbage storage facilities  | <input type="checkbox"/> Window screens (missing/holes) ( <i>location</i> ) _____ |
| <input type="checkbox"/> Rodents/mice ( <i>explain</i> ) _____  | <input type="checkbox"/> Broken sheds and fences ( <i>explain</i> ) _____         |

**Safety and Fire Prevention 14 D.C.M.R. § 900 et seq.**

- |  |  |
|--|--|
| <input type="checkbox"/> Missing fire extinguisher ( <i>location</i> ) _____ | <input type="checkbox"/> Broken or missing emergency and exit lights |
| <input type="checkbox"/> Broken or obstructed fire escapes/stairways         | <input type="checkbox"/> Broken or missing fire alarm                |

**Apartments and Apartment Housing 14 D.C.M.R. § 1200 et seq.**

- |  |   |
|--|---|
| <input type="checkbox"/> Apartment unit not numbered                     | <input type="checkbox"/> Broken/damaged elevator ( <i>explain</i> ) _____ |
| <input type="checkbox"/> Broken mail receptacle ( <i>explain</i> ) _____ |   |

**Other Housing Code Violations**

- ☐ Explain and provide location \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

If any of the problems listed in the Housing Code Violation Addendum constitute an emergency and pose an **immediate** threat to the health and safety of the occupants of the rental unit, you must file a motion for Temporary Restraining Order along with this Complaint in order for the Court to immediately address your emergency conditions.

Para pedir una traducción, llame al (202) 879-4828

如需翻译, 请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Để có một bài dịch, hãy gọi (202) 879-4828

የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

번역을 원하시면, (202) 879-4828 로 전화하십시오

# **NOTICE TO DEFENDANTS**

Please note that you should have received with this Complaint an additional form entitled “**Summons to Appear in Court and Notice of Hearing.**” If you did not receive the Summons, *immediately* call the Civil Action Branch Clerk’s Office at 202-879-1133 to learn what date you are required to appear in Court to respond to this Complaint.

## **AVISO A LOS DEMANDADOS**

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## INSTRUCTIONS FOR FILING A VERIFIED COMPLAINT TO ENFORCE HOUSING CODE REGULATIONS AND SUMMONS TO APPEAR IN COURT

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**IMPORTANT NOTICE:** These instructions are not a substitute for the advice of a lawyer. Landlord and tenant law can be very complicated, and it is not possible to address every situation in these instructions. You are strongly encouraged to talk to a lawyer to help you protect your legal rights. You may also visit the Landlord Tenant Resource Center, Room 115, (9:15 a.m. – 12 p.m., Monday – Friday) for free legal information.

The Housing Conditions Court is a court of limited jurisdiction. Every case filed in the Housing Conditions Court is a “Verified Complaint to Enforce Housing Code Regulations.” A Verified Complaint to Enforce Housing Code Regulations is a request from the tenant that the court enter an order requiring the landlord to repair the tenant’s rental unit. If you seek additional relief from your landlord, such as monetary relief for the condition of the property, return of your security deposit, or personal injury, you must file those claims in the Civil Actions Branch or the Small Claims and Conciliation Branch.

### Filing Without the Assistance of an Attorney

An individual person may file a Verified Complaint in the Housing Conditions Court on his or her own behalf without the assistance of an attorney. In general, a person who is not an attorney may not file a case on behalf of another person or a business. Corporations and certain other businesses that are plaintiffs must be represented by an attorney at all times, including when the Complaint is filed.

If you wish to proceed without an attorney, the Clerk’s Office can answer basic questions about how to fill out Complaint and Summons forms, provide you with an instruction sheet describing how to serve the Complaint and Summons, and give you other basic information. The Clerk’s Office cannot give you legal advice. You are strongly encouraged to seek the advice of an attorney.

### Free Legal Information

The D.C. Bar’s Landlord Tenant Resource Center is open every day the Court is in session from 9:15 a.m. to 12:00 p.m., and staffed with lawyers trained in landlord and tenant law. If you do not have your own lawyer, the Resource Center may be able to answer your questions about filing a Complaint and Summons and other legal issues, free of charge. The Resource Center is located in Room 115, next to the metal detectors, near the entrance to D.C. Superior Court Building B, 510 4th Street, N.W. The Resource Center will help both landlords and tenants who do not have their own lawyers.

You may also seek assistance with filing a Complaint and Summons from the following organizations:

Neighborhood Legal Services	(202) 269-5100	Legal Counsel for the Elderly	(202) 434-2120
D.C. Law Students in Court	(202) 638-4798	Bread for the City	(202) 265-2400
The Legal Aid Society of D.C.	(202) 628-1161	D.C. Bar Legal Information Help Line	(202) 626-3499

### Filing Fees (Court Costs)

The cost for filing a Verified Complaint to Enforce Housing Code Regulations is \$15.00.

### Completing a Verified Complaint to Enforce Housing Code Regulations

You are *required* to use the Verified Complaint to Enforce Housing Code Regulations. It is important that you fill the Form out completely and accurately. Make sure that what you write on the Complaint can be read clearly on all of the copies in black ink. The following pages include step-by-step instructions for filling out the Complaint. If you are not certain how to complete the form, you should seek information from the Landlord Tenant Resource Center or legal advice from an attorney.

*Please see the **Instructions for Serving a Verified Complaint to Enforce Housing Code Regulations and Summons to Appear in Court** for information on how to complete service of process of your verified complaint.*

## **Completing the Summons to Appear in Court and Notice of Hearing**

In addition to serving the defendant/landlord with a Complaint, you are also *required* to serve the defendant/landlord with a completed Summons to Appear in Court and Notice of Hearing. If you do not serve a Summons along with your complaint the Court may dismiss your case. The Civil Action's Branch Clerk's Office will give you the Summons.

Fill out the case caption with the Plaintiff's name, address (no P.O boxes), and phone number and the Defendant's name, address, and phone number, if known. Leave the spaces for the case number and date of the initial hearing blank as the Clerk will provide you with that information.

*Please see the **Instructions for Serving a Verified Complaint to Enforce Housing Code Regulations and Summons to Appear in Court** for information on how to complete service of process of the summons.*

## Instructions for Completing the Verified Complaint to Enforce Housing Code Regulations

The Housing Conditions Court is a court of limited jurisdiction. If you are seeking an order from the Court requiring your landlord to repair your rental unit or the common areas of the rental property, you must use the Complaint discussed herein. If you are seeking monetary relief for housing code violations, the return of the security deposit, property damage due to housing code violations, or personal injury, you must file a separate complaint in the Civil Actions Branch or Small Claims Branch.

A sample Verified Complaint to Enforce Housing Code Regulations follows these instructions. **The numbered boxes on the attached “Sample Complaint” correspond to the instruction numbers below.**

1. Civil Action Case Number. Leave this area blank because the Clerk will assign a case number to you.
2. Type or very clearly print the Plaintiff’s name and complete address, including the ZIP code and telephone number. You may NOT list a post office box as the address. Use black ink.
3. Type or very clearly print the name and complete address of the Defendant, including the apartment number, suite, or lot and square number, quadrant (NE, NW, SE, or SW), and ZIP code. If you know it, you are required to include the defendant’s telephone number.
4. Print your name, address, and phone number. Place a check in one of the three boxes to explain whether you are (1) the Tenant, (2) an attorney authorized to verify the complaint, or (3) a person who is not the tenant of the property but has the right to demand that the Defendant make repairs to the rental unit. If you are not the tenant but are demanding repairs to the property you must explain why you are entitled to demand that the Defendant make repairs to the property.
5. In this section, you are swearing that you believe the landlord is responsible for maintaining the rental unit and you must list the address where the court will order repairs (which is likely the same as the plaintiff’s address).
6. In this section, you are swearing that the rental unit at issue currently contains housing code violations which are listed in the Housing Code Violations Addendum which is the second page of the Complaint. You must complete the Housing Code Violation Addendum in order for your complaint to proceed.
7. In this section, you must indicate if you believe the landlord is aware, or should be aware, of the violations listed in the Housing Code Violations Addendum. You may check any of the boxes that you believe apply to your situation. Be sure to provide the information requested depending on the box(es) you check (e.g. name of person you spoke to if you claim you told the landlord or his or her representatives about the housing code violations in your rental unit). Be as specific and accurate as possible when providing the requested information.
8. This section is **optional** and you are not required to check either box. However, allowing the landlord to access the property or indicating that the landlord may contact you via telephone to arrange a time and date for access to the property may accelerate completion of repairs to your rental unit.
9. The Notary Public or Clerk will complete this section after you sign the Complaint. The Complaint can be notarized at the Landlord and Tenant Clerk’s Office for no charge.
10. The person whose name appears in Section 4 must sign the Complaint in this space in the presence of a Notary Public or a Clerk working in the Landlord and Tenant Clerk’s Office.
11. This important note may apply to you. If you are not a lawyer in good standing in the District of Columbia you could be engaging in the unauthorized practice of law if you are representing or acting on behalf of another individual in the Civil Actions Branch for any purpose other than to request a continuance.
12. If you are represented by an attorney, he or she should complete this section, including his or her bar number and email address. If you are not represented by an attorney, you should complete this section with your information. If you are not an attorney, leave blank the areas requesting a Unified Bar No. and Email Address. If someone other than the plaintiff completed the verification of the Complaint, the plaintiff or the plaintiff’s attorney *must* sign the complaint in this Section.
13. Civil Action Case Number. Leave this area blank because the Clerk will assign a case number to you.

14. This is the Housing Code Violations Addendum. You **must** complete this page in order for your complaint to proceed. Check all that apply to your situation. Be as specific as possible when identifying the location (room or common areas) and/or nature of the problems with the rental unit.
15. If you have additional housing code violations which do not fit into the categories provided, list the violations and their location in the space provided.
16. If any of the problems listed in the Housing Code Violation Addendum constitute an emergency and pose an immediate threat to the health and safety of the occupants of the rental unit, you must file a motion for temporary restraining order along with this Complaint in order for the Court to immediately address your emergency conditions. The Clerk can assist you with the steps required to file a motion for temporary restraining order.

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION  
CIVIL ACTIONS BRANCH**

500 Indiana Avenue, N.W., Room 5000, Washington, D.C. 20001 Telephone (202) 879-1133 www.dccourts.gov

**Case No. CA \_\_\_\_\_**

<hr/> <b>Plaintiff(s)/Tenant(s)</b> <hr/> <b>Address (No post office boxes)</b> <hr/> <table style="width: 100%;"><tr><td style="width: 33%;"><hr/><b>City</b></td><td style="width: 33%;"><hr/><b>State</b></td><td style="width: 33%;"><hr/><b>Zip Code</b></td></tr></table> <hr/> <b>Phone Number</b>	<hr/> <b>City</b>	<hr/> <b>State</b>	<hr/> <b>Zip Code</b>	vs.	<hr/> <b>Defendant(s)/Landlord(s)</b> <hr/> <b>Address</b> <hr/> <table style="width: 100%;"><tr><td style="width: 33%;"><hr/><b>City</b></td><td style="width: 33%;"><hr/><b>State</b></td><td style="width: 33%;"><hr/><b>Zip Code</b></td></tr></table> <hr/> <b>Phone Number (if known)</b>	<hr/> <b>City</b>	<hr/> <b>State</b>	<hr/> <b>Zip Code</b>
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<hr/> <b>City</b>	<hr/> <b>State</b>	<hr/> <b>Zip Code</b>						

**SUMMONS TO APPEAR IN COURT AND NOTICE OF HEARING**

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED AND REQUIRED TO APPEAR ON \_\_\_\_\_ AT 9:00 A.M.  
PROMPTLY, in Courtroom 317, Moultrie Courthouse, 500 Indiana Avenue N.W.

1. You are being sued on a Complaint to Enforce Housing Code Regulations.
2. This paper is a Summons in a lawsuit filed by Plaintiff seeking an order of the Court requiring repairs to a housing accommodation in the District of Columbia.
3. The Complaint attached to this Summons states the grounds claimed by Plaintiff. If the Complaint is not attached, a copy is available in the Civil Actions Branch Clerk's Office, 500 Indiana Ave., NW, Room 5000.
4. If you, or your attorney, do not appear on the date and time listed above, a default judgment may be entered against you for the relief demanded in the Complaint, which is an order requiring you to repair the premises occupied by Plaintiff.
5. You are not required to file a written answer to this Complaint. If you wish to file an answer, you may file an original written answer within twenty (20) days after service of this summons upon you in the Civil Actions Branch Clerk's Office, 500 Indiana Ave., NW, Room 5000, with a copy to be mailed to Plaintiff or, if Plaintiff has an attorney, to Plaintiff's attorney.
6. **Court employees are not permitted to give advice on legal questions.**

**PLEASE SEE THE BACK OF THIS FORM FOR IMPORTANT INFORMATION ABOUT THE COURT PROCESS. IF YOU HAVE ANY  
ADDITIONAL QUESTIONS ABOUT THE SUMMONS AND COMPLAINT, OR YOUR RIGHTS AND RESPONSIBILITIES, PLEASE  
CONSULT AN ATTORNEY PROMPTLY.**

**CITATORIO DE COMPARECENCIA EN EL TRIBUNAL Y NOTIFICACIÓN DE AUDIENCIA**

AL SUSODICHO DEMANDADO: POR LA PRESENTE SE LE CITA A COMPARECER EL DÍA A LAS  
9:00 A.M. EN PUNTO en la Sala 317, Edificio Moultrie, 500 Indiana Avenue, N.W.

1. Usted está siendo demandado sobre una Demanda para que se Cumplan los Reglamentos del Código de Vivienda.
2. Este documento es un Citatorio en una demanda presentada por el Demandante, quien solicita una Orden del Juez para que se requieran reparaciones a una vivienda en el Distrito de Columbia.
3. La Demanda adjuntada a este Citatorio declara los fundamentos presentados por el Demandante. Si no está adjunta la Demanda, habrá una copia en la Secretaría de la Sección de Demandas Civiles, 500 Indiana Ave., NW, Oficina 5000.
4. Si usted o su abogado no comparecen en la fecha y a la hora señaladas, podría dictarse un fallo en rebeldía contra usted para otorgar el desagravio indicado en la Demanda, la cual es una orden que le manda a reparar la vivienda que ocupa el Demandante.
5. Usted no está obligado a presentar una contestación escrita a esta Demanda. Si usted desea presentar una contestación, puede presentar una contestación escrita original dentro de los veinte (20) días siguientes a su recibo de este citatorio en la Secretaría de la Sección de Demandas Civiles, 500 Indiana Ave., NW, Oficina 5000.
6. **A los empleados del tribunal no se les permite asesorar sobre cuestiones jurídicas.**

**AL DORSO VERÁ INFORMACIÓN IMPORTANTE SOBRE EL PROCESO JUDICIAL. SI TIENE MÁS PREGUNTAS SOBRE EL  
CITATORIO Y LA DEMANDA O SOBRE SUS DERECHOS Y DEBERES, CONSÚLTELE A UN ABOGADO LO ANTES POSIBLE.**

<hr/> <b>Plaintiff/Plaintiff's Attorney</b>	<hr/> <b>Unified Bar No.</b>
<hr/> <b>Address</b>	<hr/> <b>Zip Code</b>
<hr/> <b>Phone No.</b>	<hr/> <b>Email Address (required only for attorneys)</b>

CLERK OF THE COURT



## **IMPORTANT INFORMATION - PLEASE READ CAREFULLY**

- BEFORE YOU COME TO COURT:** Contact one of these agencies for legal assistance or look on [www.lawhelp.org/dc](http://www.lawhelp.org/dc) to learn about settlement options, legal defenses, presenting your case and more information about your rights before your court date:  
Neighborhood Legal Services (202) 269-5100 D.C. Bar Legal Information Help Line (202) 626-3499  
Landlords and tenants may also visit the Landlord Tenant Resource Center located at 510 4<sup>th</sup> Street, NW, Bldg. B, Room #115 (202) 508-1710. The Resource Center provides legal information from attorneys at no charge and is open from 9:15 a.m. to Noon, Mon. – Fri.
- A TENANT OR OCCUPANT OF YOUR PROPERTY HAS SUED TO ENFORCE THE HOUSING CODE REGULATIONS. COME TO COURT ON THE DATE YOUR SUMMONS REQUIRES YOU TO APPEAR:** Come to court even if you think you have made all necessary repairs to the property and/or that the property is in compliance with the Housing Code. If you do not come to court, or if you are late, a default judgment may be entered against you ordering repairs to the property.
- YOU MUST BE IN THE COURTROOM PROMPTLY AT 9:00 AM AND YOU SHOULD EXPECT TO BE IN COURT FOR SEVERAL HOURS:** Answer *roll call* when the clerk calls your name. If you get to court late, tell the clerk immediately that you have arrived. If a default has been entered against you, try to speak to a private lawyer or a lawyer in the Landlord Tenant Resource Center (Building B, Room 115, 510 4<sup>th</sup> Street N.W.) and/or file a “Motion to Vacate Default” in the Civil Actions Branch Clerk’s Office, 500 Indiana Ave., NW, Room 5000.
- BRING ALL PAPERS RELATING TO YOUR CASE TO COURT:** *Bring this document and the Complaint attached to this document with you to court every time you appear.* Also, bring all papers that relate to your case, such as your lease, rent receipts, pictures or anything else that will explain your side of the case to the judge. You do not need to bring witnesses to the first court hearing.
- WHEN YOU GET TO COURT:** Neither party is required to make any agreement in this case. If you do make an agreement with the Plaintiff, be sure that all promises you or the Plaintiff make are in writing before you sign the agreement. If you do not want to make an agreement or cannot reach an agreement, your case will be called before the judge where you may present any defenses or make any requests.
- IF YOU HAVE AN EMERGENCY AND CANNOT COME TO COURT OR GET THERE ON TIME:** Call the clerk immediately at (202) 879-1750. Come to court as soon as you can and ask for help.
- PERSONS WITH DISABILITIES:** If you have a disability that keeps you from coming to court or keeps you from coming to court on time, or if you need some other type of assistance, call (202) 879-1700 as soon as possible to request assistance.
- INTERPRETATION SERVICES:** If you need language interpretation services for any language other than Spanish, please call (202) 879-4828 as soon as you get these papers. If you need a Sign Language Interpreter, call (202) 879-1492 or (202) 879-1656 (TDD).
- CHILD CARE:** A Child Care Center is in the main courthouse (500 Indiana Ave., NW, Room C-185). Call (202) 879-1759 or visit [http://www.dccourts.gov/dccourts/superior/special\\_ops/childcare\\_center.jsp](http://www.dccourts.gov/dccourts/superior/special_ops/childcare_center.jsp) for information, qualification requirements, and registration.

## **INFORMACIÓN IMPORTANTE - POR FAVOR LEA CON CUIDADO**

- ANTES DE PRESENTARSE AL TRIBUNAL:** Antes de su audiencia, comuníquese con una de las agencias judiciales arriba enumeradas o al [www.lawhelp.org/dc](http://www.lawhelp.org/dc) para enterarse de las opciones de común acuerdo, sus defensas, cómo presentar su caso e información adicional referente a sus derechos. Los arrendadores y los inquilinos pueden acudir al Centro de Recursos de Arrendador e Inquilino, 510 Calle 4, NW, Edificio B, Oficina 115, (202) 508-1710. El Centro de Recursos cuenta con abogados que le ofrecen información jurídica gratuita. Atención: 9:15 a.m. a 12:00 p.m. de lunes a viernes.
- ALGÚN INQUILINO O MORADOR EN SU PROPIEDAD ENTABLÓ UNA DEMANDA PARA QUE SE CUMPLAN LOS REGLAMENTOS DEL CÓDIGO DE VIVIENDA. COMPAREZCA AL TRIBUNAL EN LA FECHA QUE SE LE INDICA EN EL CITATORIO:** Comparezca al tribunal incluso si cree que ha hecho todas las reparaciones necesarias a la propiedad y que la propiedad cumple con el Código de Vivienda. Si no comparece, o si llega tarde, podría asentarse un fallo por rebeldía contra usted, ordenándosele que haga las reparaciones en la propiedad.
- COMPAREZCA EN SALA PUNTUALMENTE A LAS 9:00 AM Y ANTICIPE QUE ESTARÁ EN EL JUZGADO VARIAS HORAS:** Conteste al escuchar su nombre cuando pasen lista. Si llega tarde, avísele al secretario de actas apenas llegue. Si se ha emitido un fallo en su contra por incomparecencia, intente hablar con un abogado particular o con uno en el Centro de Recursos para Arrendadores e Inquilinos (Edificio B, Oficina 115, 510 4th Street, N.W.) y/o presente una Petición para Desestimar Fallo por Rebeldía (*Motion to Vacate Default*) en la Secretaría de la Sección de Demandas Civiles, 500 Indiana Avenue, N.W., Oficina 5000.
- TRAIGA CONSIGO TODOS LOS DOCUMENTOS PERTINENTES A SU CASO:** *Cada vez que comparezca, traiga este documento al igual que la demanda adjunta.* También traiga todos los documentos pertinentes a su caso, como lo son el contrato, recibos del pago de alquiler, fotos o cualquier otra cosa que le explique al juez su parte de la causa. No tiene que traer testigos a la primera audiencia.
- CUANDO LLEGUE AL TRIBUNAL:** No se le exige a ninguna parte que llegue a un acuerdo en el caso. Si llega a un acuerdo con el demandante, asegúrese que todas sus promesas y las del demandante estén escritas antes de firmar el acuerdo. Si no desea o no pueden llegar a un acuerdo, su caso será ventilado ante el juez y ahí podrá presentar cualquier defensa o hacer cualquier petición.
- SI TIENE UNA EMERGENCIA Y NO PUEDE LLEGAR AL TRIBUNAL O NO PUEDE LLEGAR A TIEMPO:** Llame de inmediato a la secretaría al (202) 879-1750. Diríjase al tribunal lo más pronto posible y pida ayuda.
- PERSONAS DISCAPACITADAS:** Si tiene una discapacidad que le impide venir al tribunal o llegar a tiempo, o si necesita otro tipo de asistencia, llame al (202) 879-1700 tan pronto sea posible para pedir ayuda.
- SERVICIOS DE INTERPRETACIÓN:** Si necesita servicio de intérprete para un idioma que no sea el español, favor de llamar al (202) 879-4828 apenas reciba estos documentos. Si necesita intérprete de señas comuníquese al (202) 879-1492 o al (202) 879-1656 (TDD).
- GUARDERÍA INFANTIL:** Hay una Guardería Infantil en el tribunal principal (500 Av. Indiana, NW, Sala C-185). Informe al (202) 879-1759 o vea el sitio web, [http://www.dccourts.gov/dccourts/superior/special\\_ops/childcare\\_center.jsp](http://www.dccourts.gov/dccourts/superior/special_ops/childcare_center.jsp) para información, requisitos e inscripción.



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
**Civil Division**  
**Housing Conditions Calendar**

	)	<b>Case Number</b>
	)	
	)	
	)	
<i>Plaintiff,</i>	)	
	)	
v.	)	
	)	
	)	
	)	
	)	
	)	
<i>Defendant.</i>	)	
	)	

**AFFIDAVIT OF SERVICE**

I hereby certify that I served a Summons and Verified Complaint to Enforce Housing Code Violations, in the above-captioned case, upon:

Name:

Address:

on \_\_\_\_\_ at \_\_\_\_\_ AM.

\_\_\_\_\_ Personally

\_\_\_\_\_ By leaving the documents with a person of suitable age and discretion then abiding in the defendant's usual abode

\_\_\_\_\_ Other (please describe manner, place, and person served or method of service)

I further certify that I am a competent person over eighteen years of age, that I am not a party to the above-captioned matter, and that I have served the above-listed documents as indicated above.

I solemnly swear or affirm under criminal penalties for the making of a false statement that I have read the foregoing paper and that the factual statements made in it are true to the best of my personal knowledge, information, or belief.

\_\_\_\_\_  
*Name and Contact Information*

Sworn this \_\_\_\_ day of \_\_\_\_\_ before

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Summons for Status Hearing was sent by Federal Express, pre-paid, overnight service on September 2, 2009 to:

Jacqueena Dues  
809 R Street NW #203  
Washington, DC 2011

Respectfully Submitted,

---

Katherine Zeisel  
Children's Law Center  
616 H Street NW Ste 300  
Washington, DC 20001  
202-467-4900 ext. 547  
Fax: 202-552-6001  
kzeisel@childrenslawcenter.org

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Affidavit of Service and Certificate of Service was sent by first-class mail, postage prepaid, upon the following individual on this 3<sup>rd</sup> day of September, 2009:

Jacquena Dues  
809 R Street NW #203  
Washington, DC 2011

Respectfully Submitted,

---

Katherine Zeisel  
Children's Law Center  
616 H Street NW Ste 300  
Washington, DC 20001  
202-467-4900 ext. 547  
Fax: 202-552-6001  
kzeisel@childrenslawcenter.org

## INSTRUCTIONS FOR SERVICE OF PROCESS OF THE VERIFIED COMPLAINT TO ENFORCE HOUSING CODE REGULATIONS AND SUMMONS TO APPEAR IN COURT AND NOTICE OF HEARING

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**IMPORTANT NOTICE:** These instructions are not a substitute for the advice of a lawyer. Landlord and tenant law can be very complicated, and it is not possible to address every situation in these instructions. You are strongly encouraged to talk to a lawyer to help you protect your legal rights. You may also visit the Landlord Tenant Resource Center, Room 115, (9:15 a.m. – 12 p.m., Monday – Friday) for free legal information.

In order for the Housing Conditions Court to consider your claim for repairs, you must first properly serve on the Defendant the Verified Complaint to Enforce Housing Code Regulations and Summons to Appear in Court and Notice of Hearing. If you do not properly complete service of the Complaint and Summons the Court will not be able to address your claims and may dismiss your case.

Service of process may be very difficult and complicated. You are strongly encouraged to seek legal information from an attorney or through one of the organizations listed below. The Clerk's Office can answer basic questions about how to fill out Complaint and Summons forms, provide you with an instruction sheet describing how to serve the Complaint and Summons, and give you other basic information. The Clerk's Office cannot give you legal advice.

### Free Legal Information

The D.C. Bar's Landlord Tenant Resource Center is open every day the Court is in session from 9:15 a.m. to 12:00 p.m., and staffed with lawyers trained in landlord and tenant law. If you do not have your own lawyer, the Resource Center may be able to answer your questions about service of the Complaint and Summons and other legal issues, free of charge. The Resource Center is located in Room 115, next to the metal detectors, near the entrance to D.C. Superior Court Building B, 510 4th Street, N.W. The Resource Center will help both landlords and tenants who do not have their own lawyers.

You may also seek assistance with service of a Complaint and Summons from the following organizations:

Neighborhood Legal Services	(202) 269-5100	Legal Counsel for the Elderly	(202) 434-2120
D.C. Law Students in Court	(202) 638-4798	Bread for the City	(202) 265-2400
The Legal Aid Society of D.C.	(202) 628-1161	D.C. Bar Legal Information Help Line	(202) 626-3499

### Timing of Service

You should attempt to complete service of process as soon as practicable once the Complaint and Summons are filed with the Clerk's Office. Due to the expedited nature of the Housing Conditions Calendar you must serve the Defendant at least eight (8) calendar days prior to date of the initial hearing for your case. However, the judge sitting on the Housing Conditions Calendar may extend the time for service of process at his or her discretion.

### Affidavit of Service

Once service of process is completed you must file with the Civil Actions Branch Clerk's Office either an affidavit of service of process or acknowledgment of service of process at least three (3) calendar days prior to the date of the initial hearing in your case. However, the judge sitting on the Housing Conditions Calendar may extend the time for filing the affidavit of service of process at his or her discretion.

The Civil Actions Branch Clerk's Office can provide you with an affidavit of service for you or your process server to complete upon request.

## Acceptable Methods of Service

Service of the Complaint and Summons must be completed according to the requirements of Rule 4 of the Superior Court Rules of Civil Procedure. You can find a copy of Rule 4 on the Court's website at [http://www.dccourts.gov/dccourts/docs/SUPERIOR\\_COURT\\_RULES\\_OF\\_CIVIL\\_PROCEDURE\\_090707.pdf](http://www.dccourts.gov/dccourts/docs/SUPERIOR_COURT_RULES_OF_CIVIL_PROCEDURE_090707.pdf).

### I. Service of Process Upon an Individual

- a. By any person who is not a party to the lawsuit and is at least 18 years old by delivering a copy of the Complaint and Summons to the Defendant personally
- b. By any person who is not a party to the lawsuit and is at least 18 years old by leaving a copy of the Complaint and Summons at the Defendant's house or residence with a person of suitable age and discretion residing in the Defendant's house or residence.
- c. By any person who is not a party to the lawsuit and is at least 18 years old by delivering a copy of the Complaint and Summons to an agent authorized by appointment or by law to receive service of process for the Defendant.
- d. By mailing a copy of the Complaint and Summons to the Defendant by registered or certified mail, return receipt requested.
- e. By mailing a copy of the Complaint and Summons by first-class mail, postage prepaid, to the Defendant, together with two copies of a Notice and Acknowledgment – Form 1-A and a return envelope, postage prepaid, addressed to the sender.

### II. Service Upon Corporations and Associations

- a. By any person who is not a party to the lawsuit and is at least 18 years old by delivering a copy of the Complaint and Summons to an officer or a managing or general agent of the Defendant corporation or business entity, or any other agent authorized by appointment or by law to receive service of process. **See below for additional information regarding registered agents for corporations and other business entities.**
- b. By mailing a copy of the Complaint and Summons by registered or certified mail, return receipt requested to an officer or a managing or general agent of the Defendant corporation or business entity, or any other agent authorized by appointment or by law to receive service of process. **See below for additional information regarding registered agents for corporations and other business entities.**
- c. By mailing a copy of the Complaint and Summons by first-class mail, postage prepaid, together with two copies of a Notice and Acknowledgment – Form 1-A and a return envelope, postage prepaid, addressed to the sender to an officer or a managing or general agent of the Defendant corporation or business entity, or any other agent authorized by appointment or by law to receive service of process. **See below for additional information regarding registered agents for corporations and other business entities.**
- d. By delivering two copies of the Complaint and Summons to the Superintendent of Corporations at the District of Columbia Department of Consumer and Regulatory Affairs after a diligent effort has been made to serve the Defendant and investigation has revealed that (1) the attempt to serve the registered agent on record is unsuccessful (mail returned, etc.), (2) the organization's status is revoked, (3) the registered agent has resigned and no new agent was appointed, or (4) the company is not registered but operating within the District of Columbia. **See below for additional information regarding the Superintendent of Corporations.**

### III. Service Upon the District of Columbia, an Officer or Agency, or Other Government Entities

- a. By any person who is not a party to the lawsuit and is at least 18 years old by delivering a copy of the Complaint and Summons to the Mayor of the District of Columbia (or designee) and the Corporation Counsel of the District of Columbia (or designee). The Mayor and Corporation Counsel may each designate an employee for receipt of service of process by filing a written notice with the Clerk of the Court.

- b. By mailing a copy of the Complaint and Summons by registered or certified mail, return receipt requested to the Mayor of the District of Columbia (or designee) and the Corporation Counsel of the District of Columbia (or designee). The Mayor and Corporation Counsel may each designate an employee for receipt of service of process by filing a written notice with the Clerk of the Court.

### **Registered Agents for Corporations and the Superintendent of Corporations**

A corporation or other business entity (LLC, LLP, partnership, etc) conducting business in the District of Columbia should have a registered agent who is responsible for accepting service of process for the Defendant. If the Defendant has a registered agent on record, that agent should be served with the Complaint and Summons.

A database of registered agents is maintained by the Department of Consumer and Regulatory Affairs (DCRA). You can search for registered agents online at <http://mblr.dc.gov/corp/lookup/index.asp>. You may also contact DCRA at (202) 442-4400 or [www.dcrd.dc.gov](http://www.dcrd.dc.gov).

If a corporation or business entity (LLC, LLP, partnership, etc.) conducting business in the District of Columbia fails to maintain a registered agent or the corporation is not registered with DCRA, then you may complete service of process by serving the Superintendent of Corporations. The Superintendent of Corporations will accept service of process if a diligent effort has been made to serve the Defendant and investigation has revealed that (1) the attempt to serve the registered agent on record is unsuccessful (mail returned, etc.), (2) the organization's status is revoked, (3) the registered agent has resigned and no new agent was appointed, or (4) the company is not registered but operating within the District of Columbia. Contact DCRA at (202) 442-4400 or visit <http://dcra.dc.gov/dcra/cwp/view,a,1343,q,644416.asp> for more information about the process for serving the Superintendent of Corporations.

# Superior Court of the District of Columbia

CIVIL DIVISION

Praecipe

0 CIVIL ACTION JM-170

The  Day of

LANDLORD AND TENANT JM-255

SMALL CLAIMS JM-260

***Plaintiff***

|

Case Number

***Defendant***

The Clerk of said Court will

Attorney for Defendant

Attorney for Plaintiff

Address

Address

Phone No.

Bar No.

Phone No.

Bar No.



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
FAMILY COURT and CIVIL DIVISION

\_\_\_\_\_  
Plaintiff/Petitioner

v.

Case no: \_\_\_\_\_

\_\_\_\_\_  
Defendant/Respondent

**APPLICATION TO PROCEED WITHOUT  
PREPAYMENT OF COSTS, FEES, OR SECURITY (*In Forma Pauperis*)**  
**Form 106A**

I, \_\_\_\_\_ am the (check one)  
☐ Plaintiff/Petitioner ☐ Defendant/Respondent

I need an interpreter for this case. I speak the following language:  
\_\_\_\_\_ [Insert Language].

I respectfully ask permission to proceed in this case without pre-paying costs or fees and without giving security for them because I am not able to do so without substantial hardship to myself or to my family. In support of this request, I state the following:

Check and answer only those that apply.

**INCOME**

1. I receive the following public benefits, and the law presumes that I am eligible to proceed without prepayment of costs, fees, or security (see D.C. Code § 15-712):

- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ General Assistance for Children (GAC)
- ☐ Program on Work, Employment and Responsibility (POWER)
- ☐ Supplemental Security Income (SSI)

2. Even though I do not receive the above public benefits, I receive the following similar benefits and, therefore, request that my Application be approved:

- ☐ Interim Disability Assistance (IDA) because my SSI application has not been approved/certified
- ☐ Medicaid
- ☐ DC Healthcare Alliance or the following similar health benefits (describe) \_\_\_\_\_.

If you checked any of the above boxes, you do not need to answer any more questions and may skip to the section called "Declaration." Otherwise, you must answer the rest of the questions on this form. If additional information is required, you will be notified.

3. My total income over the past 12 months from all sources (including, but not limited to, my job, other wages or business income, rental income, pensions, annuities or life insurance payments, worker's compensation, unemployment compensation or insurance, annual interest or dividends, gifts, alimony or spousal support, inheritance or trust income) is \$\_\_\_\_\_.

4. I am presently unemployed. The last date I worked was on \_\_\_\_\_, \_\_\_\_\_. Month Year

### **DEPENDENTS**

5. How many people live in your household and depend on you for support: \_\_\_\_\_. Of these people, how many are minor children or elderly? \_\_\_\_\_.

### **ASSETS**

6. I state the following about my property:

I have \$\_\_\_\_\_ in cash, including money in savings or checking accounts. I own the vehicles, personal home, other real estate, stock, bonds, or other valuable property, besides household furnishings and clothing, listed below:

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List the Property

### **EXPENSES**

7. This is my best estimate of the monthly expenses for myself and the people in my household who depend on me for support:

Housing (rent, mortgage, taxes, & insurance): \$\_\_\_\_\_

Public Transportation and Gasoline: \$\_\_\_\_\_

Automobile Loan, Insurance, Maintenance: \$\_\_\_\_\_

Health (medical, dental, vision, prescriptions, insurance): \$\_\_\_\_\_

Food and other Household Necessities: \$\_\_\_\_\_

Utilities (including gas, electric, water, phone, internet): \$\_\_\_\_\_

Clothing: \$\_\_\_\_\_

Child Support: \$\_\_\_\_\_

Childcare (including diapers, daycare): \$\_\_\_\_\_

Other (explain in detail): \$\_\_\_\_\_

**Total Estimated Monthly Expenses:** \$\_\_\_\_\_

### **OTHER SPECIAL CIRCUMSTANCES**

8. (Optional) Explain any other special circumstances that you want to have considered in support of your request, including any large monthly expenses, debts, wage or bank account garnishments, and/or judgments.

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## **DECLARATION**

**REQUIRED:** I solemnly swear or affirm under criminal penalties for the making of a false statement, which includes 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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

## **POINTS AND AUTHORITIES IN SUPPORT OF APPLICATION TO PROCEED WITHOUT PREPAYMENT OF COSTS, FEES, OR SECURITY**

- 1 D.C. Code § 15-712.
- 2 D.C. Code § 22-2405.
- 3 Civil Rule 54-II, Domestic Relations Proceedings Rule 54-II, and Family Rule R.
- 4 *Adkins v. E.I. Du Pont de Nemours & Co., Inc.*, 335 U.S. 331 (1948).
- 5 *Harris v. Harris*, 137 U.S. App. D.C. 318, 322, 424 F.2d 806 (1970), *cert. denied*, 400 U.S. 826 (1970) (“*in forma pauperis* relief not limited to those who are public charges or absolutely destitute”).
- 6 *Green v. Green*, 562 A.2d 1214 (D.C. 1989) (statute “effectuates the fundamental principle that every litigant should be provided equal access to the courts without regard to financial ability”).
- 7 *Herbin v. Hoeffel*, 727 A.2d 883, 887 (D.C. 1999) (court officers serve process in *in forma pauperis* cases).
- 8 *Cabillo v. Cabillo*, 317 A.2d 866, 866 (D.C. 1974) (per curiam) (reversing denial of *in forma pauperis* status and mandating granting of petition where litigant’s income “only slightly above the welfare standard”).

<sup>1</sup>When you come to court, you may be asked questions about this Application. If your responses are not truthful, you could face additional criminal penalties.

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
FAMILY COURT and CIVIL DIVISION

\_\_\_\_\_  
Plaintiff/Petitioner

v.

Case no: \_\_\_\_\_

\_\_\_\_\_  
Defendant/Respondent

**ORDER**

Having considered ☐ Plaintiff/Petitioner's ☐ Defendant/Respondent's  
Application to Proceed without Prepayment of Costs, Fees, or Security, it is  
hereby ordered that the Application is:

- ☐ **GRANTED** in this Family Court case and, pursuant to Domestic Relations Rule 54-II, witnesses will be subpoenaed without prepayment of witness fees;
- ☐ **GRANTED** in this Civil Division case and, pursuant to Civil Rule 54-II, the officers of the Court will issue and serve all process; witnesses will be subpoenaed without prepayment of witness fees;
- ☐ **DENIED** .

○ **For the following reasons:** \_\_\_\_\_

- For the reasons stated on the record in open court and in the presence of the applicant or his or her counsel;

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
FAMILY COURT and CIVIL DIVISION

\_\_\_\_\_  
Plaintiff/Petitioner

v.

Case no: \_\_\_\_\_

\_\_\_\_\_  
Defendant/Respondent

**APPLICATION TO PROCEED WITHOUT PREPAYMENT  
OF COSTS, FEES, OR SECURITY (*In Forma Pauperis*)**  
**Form 106A**

I, \_\_\_\_\_ am the (check one)  
☐ Plaintiff/Petitioner    ☐ Defendant/Respondent

I need an interpreter for this case. I speak the following language:  
\_\_\_\_\_ [Insert Language].

I respectfully ask permission to proceed in this case without pre-paying costs or fees and without giving security for them because I am not able to do so without substantial hardship to myself or to my family. In support of this request, I state the following:

Check and answer only those that apply.

**INCOME**

1. I receive the following public benefits, and the law presumes that I am eligible to proceed without prepayment of costs, fees, or security (see D.C. Code § 15-712):

- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ General Assistance for Children (GAC)
- ☐ Program on Work, Employment and Responsibility (POWER)
- ☐ Supplemental Security Income (SSI)

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- ☐ Interim Disability Assistance (IDA) because my SSI application has not been approved/certified
- ☐ Medicaid
- ☐ DC Healthcare Alliance or the following similar health benefits (describe)\_\_\_\_\_.

If you checked any of the above boxes, you do not need to answer any more questions and may skip to the section called "Declaration." Otherwise, you must answer the rest of the questions on this form. If additional information is required, you will be notified.

3. My total income over the past 12 months from all sources (including, but not limited to, my job, other wages or business income, rental income, pensions, annuities or life insurance payments, worker's compensation, unemployment compensation or insurance, annual interest or dividends, gifts, alimony or spousal support, inheritance or trust income) is \$\_\_\_\_\_.

4. I am presently unemployed. The last date I worked was on \_\_\_\_\_'\_\_\_\_\_.  
Month Year

### **DEPENDENTS**

5. How many people live in your household and depend on you for support: \_\_\_\_\_. Of these people, how many are minor children or elderly? \_\_\_\_\_.

### **ASSETS**

6. I state the following about my property:

I have \$\_\_\_\_\_ in cash, including money in savings or checking accounts.

I own the vehicles, personal home, other real estate, stock, bonds, or other valuable property, besides household furnishings and clothing, listed below:

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List the Property

### **EXPENSES**

7. This is my best estimate of the monthly expenses for myself and the people in my household who depend on me for support:

Housing (rent, mortgage, taxes, & insurance): \$\_\_\_\_\_

Public Transportation and Gasoline: \$\_\_\_\_\_

Automobile Loan, Insurance, Maintenance: \$\_\_\_\_\_

Health (medical, dental, vision, prescriptions, insurance): \$\_\_\_\_\_

Food and other Household Necessities: \$\_\_\_\_\_

Utilities (including gas, electric, water, phone, internet): \$\_\_\_\_\_

Clothing: \$\_\_\_\_\_

Child Support: \$\_\_\_\_\_

Childcare (including diapers, daycare): \$\_\_\_\_\_

Other (explain in detail): \$\_\_\_\_\_

**Total Estimated Monthly Expenses: \$\_\_\_\_\_**



**OTHER SPECIAL CIRCUMSTANCES**

- ☐ 8. (Optional) Explain any other special circumstances that you want to have considered in support of your request, including any large monthly expenses, debts, wage or bank account garnishments, and/or judgments.

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## **DECLARATION**

**REQUIRED:** I solemnly swear or affirm under criminal penalties for the making of a false statement, which includes 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.<sup>1</sup>

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Signature

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Address

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Phone Number

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Date

## **POINTS AND AUTHORITIES IN SUPPORT OF APPLICATION TO PROCEED WITHOUT PREPAYMENT OF COSTS, FEES, OR SECURITY**

1. D.C. Code § 15-712.
2. D.C. Code § 22-2405.
3. Civil Rule 54-II, Domestic Relations Proceedings Rule 54-II, and Family Rule R.
4. *Adkins v. E.I. Du Pont de Nemours & Co., Inc.*, 335 U.S. 331 (1948).
5. *Harris v. Harris*, 137 U.S. App. D.C. 318, 322, 424 F.2d 806 (1970), *cert. denied*, 400 U.S. 826 (1970) (“*in forma pauperis* relief not limited to those who are public charges or absolutely destitute”).
6. *Green v. Green*, 562 A.2d 1214 (D.C. 1989) (statute “effectuates the fundamental principle that every litigant should be provided equal access to the courts without regard to financial ability”).
7. *Herbin v. Hoeffel*, 727 A.2d 883, 887 (D.C. 1999) (court officers serve process in *in forma pauperis* cases).
8. *Cabillo v. Cabillo*, 317 A.2d 866, 866 (D.C. 1974) (per curiam) (reversing denial of *in forma pauperis* status and mandating granting of petition where litigant’s income “only slightly above the welfare standard”).

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<sup>1</sup> When you come to court, you may be asked questions about this Application. If your responses are not truthful, you could face additional criminal penalties.

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
FAMILY COURT and CIVIL DIVISION

\_\_\_\_\_  
Plaintiff/Petitioner

v.

Case No. \_\_\_\_\_

\_\_\_\_\_  
Defendant/Respondent

**ORDER**

Having considered ☐ Plaintiff/Petitioner's ☐ Defendant/Respondent's  
Application to Proceed without Prepayment of Costs, Fees, or Security, it is  
hereby ordered that the Application is:

- ☐ **GRANTED** in this Family Court case and, pursuant to Domestic  
Relations Rule 54-II, witnesses will be subpoenaed without  
prepayment of witness fees;
- ☐ **GRANTED** in this Civil Division case and, pursuant to Civil Rule 54-II,  
the officers of the Court will issue and serve all process; witnesses will  
be subpoenaed without prepayment of witness fees;
- ☐ **DENIED**
  - ☐ For the following reasons: \_\_\_\_\_  
\_\_\_\_\_
  - ☐ For the reasons stated on the record in open court and in the  
presence of the applicant or his or her counsel;

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge

**TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA**  
**JUZGADO DE FAMILIA y DIVISIÓN CIVIL**

Demandante

contra

No. de Caso\_\_\_\_\_

Demandado

**SOLICITUD PARA PROCEDER SIN EL**  
**PAGO ANTICIPADO DE COSTAS, DERECHOS O GARANTÍA (*In Forma Pauperis*)**  
Formulario 106A

Yo, \_\_\_\_\_ soy el/la (marque uno)

☐ Demandante ☐ Demandado

Necesito intérprete para este caso. Hablo [escriba el idioma]\_\_\_\_\_.

Respetuosamente pido permiso para proceder en este caso sin tener que pagar por anticipado las costas o derechos y sin tener que poner garantía por estos porque no puedo hacerlo sin que me cause penuria económica a mí o a mi familia. Para respaldar mi solicitud, digo lo siguiente:

(Marque y responda sólo lo que se aplique.)

**INGRESOS**

1. Recibo los siguientes prestaciones públicas y la ley supone que reúno los requisitos para proceder sin el pago anticipado de las costas, derechos o garantía (ver Código de D.C. § 15-712):

- ☐ *Temporary Assistance for Needy Families (TANF)* (Ayuda Temporal para las Familias Necesitadas)
- ☐ *General Assistance for Children (GAC)* (Ayuda General para el Menor)
- ☐ *Program on Work, Employment and Responsibility (POWER)* (Programa para el Trabajo, Empleo y la Responsabilidad)
- ☐ *Supplemental Security Income (SSI)* (Ingreso Suplementario Asegurado)

2. Aunque no recibo los prestaciones públicas antes mencionadas, recibo las siguientes prestaciones similares y, por lo tanto, solicito que me aprueben mi Solicitud:

- ☐ *Interim Disability Assistance (IDA)* (Ayuda Provisional para Incapacitados) porque no me han aprobado o certificado mi solicitud de SSI.
- ☐ Medicaid
- ☐ *DC Healthcare Alliance* (Alianza para la Atención de la Salud de DC) o los prestaciones de salud similares siguientes (describa) \_\_\_\_\_

(Si usted marcó alguno de los casilleros anteriores, no tiene que contestar ninguna pregunta adicional y puede ir a la sección llamada "Declaración". De lo contrario, tiene que contestar el resto de las preguntas de este formulario. Se le avisará si se requiere más información.)

3. Mis ingresos totales en los últimos 12 meses de todas las fuentes (entre otros, mi trabajo, otros salarios o ingresos del negocio, ingresos por rentas, pensión, renta vitalicia o de seguros de vida, indemnización por accidentes en el trabajo, indemnización o seguro por desempleo, interés o dividendos anuales, obsequios, alimentos o manutención conyugal, ingresos por herencia o fideicomiso) son \$\_\_\_\_\_.

4. Estoy desempleado. El último día que trabajé fue el \_\_\_\_\_ de \_\_\_\_\_ (mes y año).

### **CARGA FAMILIAR**

5. ¿Cuántas personas viven en su hogar y dependen de usted: \_\_\_\_\_. De estas personas, ¿cuántas son menores de edad o adultos mayores? \_\_\_\_\_.

### **BIENES**

6. Declaro lo que sigue sobre mi propiedad:

Tengo \$\_\_\_\_\_ en efectivo, incluidos dinero en ahorros o cuentas de cheques. Soy dueño de los vehículos, vivienda personal, otros bienes raíces, acciones, bonos u otra propiedad de valor, además del mobiliario y de la ropa, que enumero a continuación:

\_\_\_\_\_

\_\_\_\_\_

Enumere su propiedad

## **GASTOS**

7. Este es el cálculo aproximado de mis gastos mensuales aproximados y los que cubren a las personas en mi hogar y que dependen de mi sustento económico:

Vivienda (renta, hipoteca, impuestos y seguro): \$\_\_\_\_\_ Transporte público y gasolina: \$\_\_\_\_\_ Préstamo de auto, seguro, mantenimiento: \$\_\_\_\_\_ Salud (médica, dental, vista, recetas, seguro): \$\_\_\_\_\_ Comida y otras necesidades del hogar: \$\_\_\_\_\_ Servicios públicos (incluye gas, electricidad, agua, teléfono, Internet): \$\_\_\_\_\_ Ropa: \$\_\_\_\_\_ Manutención de menores: \$\_\_\_\_\_ Atención infantil (incluye pañales, guardería infantil): \$\_\_\_\_\_ Otros (explique en detalle):  
\$\_\_\_\_\_

**Total Gastos Mensuales Aproximados: \$\_\_\_\_\_**

## **OTRAS CIRCUNSTANCIAS ESPECIALES**

8. (Opcional) Explique cualquier otra circunstancia que quiera que se le considere que respalde su solicitud, incluidos cualesquiera otros gastos mensuales grandes, deudas, retenciones de sueldos o cuentas de bancos y/o fallos.

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## **DECLARACIÓN**

**OBLIGATORIO:** Juro o afirmo solemnemente, so pena de perjurio, la que incluye 180 días de cárcel o multa de \$1,000 o ambas sanciones, que he leído esta Solicitud y que las declaraciones objetivas que constan en ella son la verdad, a mi leal saber y entender.

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Firma

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Dirección

---

Teléfono

---

Fecha

### **JURISPRUDENCIA QUE RESPALDA LA SOLICITUD PARA PROCEDER SIN EL PAGO ANTICIPADO DE COSTAS, DERECHOS O GARANTÍA**

- 1 Código de D.C. § 15-712.
- 2 Código de D.C. § 22-2405.
- 3 Regla Civil 54-II, Regla Procesal de Relaciones Domésticas 54-II y Regla R. de Familia
- 4 *Adkins contra E.I. Du Pont de Nemours & Co, Inc.*, 335 U.S. 331 (1948).
- 5 *Harris contra Harris*, 137 U.S. App. D.C. 318, 322, 424, F.2d 806 (1970), *cert. denegado*, 400 U.S. 826 (1970) (“la liberación de la responsabilidad por *in forma pauperis* no se limita a aquellos que sean cargas del estado o estén completamente indigentes”).
- 6 *Green contra Green*, 562 A.2d 1214 (D.C. 1989) (la ley “efectúa el principio fundamental que a todo litigante se le debe brindar acceso equitativo a la justicia sin distinciones sobre su capacidad económica”).
- 7 *Herbin contra Hoeffel*, 727, A.2d 883, 887, (D.C. 1999) (los funcionarios del tribunal hacen entrega de notificaciones en los casos *in forma pauperis*).
- 8 *Cabillo contra Cabillo*, 317 A.2d 866, 866 (D.C. 1974) (per curiam) (por la cual se revoca la denegatoria de la condición de *in forma pauperis* y se ordena que se conceda la petición del litigante cuyos ingresos están “marginamente por encima del estándar de asistencia social”).

Nota: Cuando usted venga al tribunal, quizás le pregunten acerca de esta Solicitud. Si usted no dice la verdad, podría enfrentarse a sanciones penales.

**TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA**  
**JUZGADO DE FAMILIA y DIVISIÓN CIVIL**

Demandante

contra

No. de Caso\_\_\_\_\_

Demandado

**ORDEN**

Luego de considerarse la Solicitud para Proceder sin el Pago Anticipado de Costas, Derechos o Garantía, presentada por el/la ☐ Demandante ☐ Demandado, por la presente se ordena que la Solicitud sea:

- ☐ **CONCEDIDA** en este caso del Juzgado de Familia y, de acuerdo con la Regla de Relaciones Domésticas 54-II, se citará a los testigos sin el pago anticipado de los derechos de citación de testigos;
- ☐ **CONCEDIDA** en este caso de la División Civil y, de acuerdo con la Regla Civil 54-II, los funcionarios del Juzgado emitirán y entregarán todas las notificaciones; a los testigos se les citará sin el pago anticipado de los derechos de citación de testigos;
- ☐ **DENEGADA.**
- **Por los motivos siguientes:**\_\_\_\_\_
  - Por los motivos expuestos, en actas, en audiencia pública y en presencia del solicitante o la de su abogado(a);

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Juez



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
CIVIL DIVISION  
500 INDIANA AVENUE, N.W., RM. JM170  
Washington, D.C. 20001 Telephone (202) 879-1133

\_\_\_\_\_  
Plaintiff/Tenant

v.

CA No. \_\_\_\_\_

\_\_\_\_\_  
Defendant/Landlord

**APPLICATION FOR TEMPORARY RESTRAINING ORDER**

I ask the Court for a Temporary Restraining Order enjoining Defendant/Landlord to do the following pending a hearing on a Motion for Preliminary Injunction:

1. Check all that apply:
  - ☐ (a) Restore me access to the premises located at \_\_\_\_\_.
  - ☐ (b) Restore essential services that Defendant/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 Defendant/Landlord wrongfully evicted me. Defendant/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 Defendant/Landlord stopped providing essential services that Defendant/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 (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 Defendant/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-65. I should not be required to post bond because I am only asking the Court to order Defendant/Landlord to do what the law requires.

**WHEREFORE**, Plaintiff/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.

\_\_\_\_\_  
Plaintiff/Tenant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

### **CERTIFICATE OF SERVICE**

**REQUIRED:** I hereby certify that a copy of this Application was

(check one) ☐ hand-delivered ☐ mailed to

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

\_\_\_\_\_, 200\_\_\_ 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**  
CIVIL DIVISION  
500 INDIANA AVENUE, N.W., RM. JM170  
Washington, D.C. 20001 Telephone (202) 879-1152

\_\_\_\_\_  
Plaintiff/Tenant

v.

CA No. \_\_\_\_\_

\_\_\_\_\_  
Defendant/Landlord

**ORDER**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Having considered Plaintiff/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 Plaintiff/Tenant, pending a hearing on Plaintiff/Tenant's Motion for Preliminary Injunction. The Motion will be heard on \_\_\_\_\_, 200\_\_\_\_ at \_\_\_\_\_ AM/PM, at which time this Restraining Order will expire, barring further order from the Court.
- ☐ Defendant/Landlord is hereby ordered to restore Plaintiff/Tenant's access to the premises located at \_\_\_\_\_ immediately, and to refrain from any further acts which interfere with Plaintiff/Tenant's right to possession, use or enjoyment of the premises, barring further order of the Court.
- ☐ Defendant/Landlord is hereby ordered to restore essential services to the premises occupied by Plaintiff/Tenant located at \_\_\_\_\_ immediately, and to refrain from any further acts which interfere with Plaintiff/Tenant's right to possession, use or enjoyment of the premises, barring further order of the Court.
- ☐ Defendant/Landlord is hereby ordered to correct severe housing code violations to the premises occupied by Plaintiff/Tenant located at \_\_\_\_\_ immediately, and to refrain from any further acts which interfere with Plaintiff/Tenant's right to possession, use or enjoyment of the premises, barring further order of the Court.
- ☐ Defendant/Landlord is hereby ordered to (specify): \_\_\_\_\_  
\_\_\_\_\_.
- ☐ The D.C. Metropolitan Police Department shall escort Plaintiff/Tenant back in to the premises, if necessary.
- ☐ Plaintiff/Tenant shall not be required to post bond.

\_\_\_\_\_  
Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
CIVIL DIVISION  
500 INDIANA AVENUE, N.W., ROOM JM 170  
Washington, D.C. 20001 Telephone (202) 879-1133

\_\_\_\_\_  
Plaintiff/Tenant

v.

CA No. \_\_\_\_\_

\_\_\_\_\_  
Defendant/Landlord

**SUMMONS**

To the above named Defendant/Landlord:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this Summons upon you exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have 60 (sixty) days after service of this Summons to serve your Answer. A copy of the Answer must be mailed to Plaintiff/Tenant at the address below.

You also are required to file the original Answer with the Court in Room JM170 at 500 Indiana Avenue, N.W. between 9:00 AM and 4:00 PM, Mondays through Fridays, or between 9:00 AM and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on Plaintiff/Tenant or within 5 (five) days after you have served Plaintiff/Tenant. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the Complaint.

\_\_\_\_\_  
Plaintiff/Tenant

Clerk of the Court

\_\_\_\_\_  
Address

By \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

Puede obtenerse copias de este formulario en español en el tribunal Superior del Distrito de Columbia, 500 Indiana Avenue, N.W., Sala JM 170.

You may obtain a copy of this form in Spanish at the Superior Court of the District of Columbia, 500 Indiana Avenue, N.W., Room JM 170.

***SEE IMPORTANT INFORMATION ON THE BACK OF THIS FORM***

**IMPORTANT:** IF YOU FAIL TO SERVE AND FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, *DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.*

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
CIVIL DIVISION  
500 INDIANA AVENUE, N.W., RM. JM170  
Washington, D.C. 20001 Telephone (202) 879-1133

\_\_\_\_\_  
Plaintiff/Tenant

v.

CA No. \_\_\_\_\_

\_\_\_\_\_  
Defendant/Landlord

**AFFIDAVIT OF NOTICE**

Pursuant to SCR 65(b), the undersigned hereby certifies that on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, Plaintiff/Tenant notified Defendant/ Landlord of Plaintiff/Tenant's intent to seek a Temporary Restraining Order on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by (check only those that apply):

- ☐ speaking with Defendant/Landlord in person or on the telephone at telephone number \_\_\_\_\_.
- ☐ leaving a voicemail message for Defendant/Landlord at telephone number \_\_\_\_\_.
- ☐ leaving a message with \_\_\_\_\_ for Defendant/Landlord at telephone number \_\_\_\_\_.
- ☐ mailing a copy of the Temporary Restraining Order to Defendant/Landlord.
- ☐ hand-delivering a copy of the Temporary Restraining Order to Defendant/Landlord.
- ☐ faxing a copy of the Temporary Restraining Order to Defendant/Landlord.

\_\_\_\_\_  
Plaintiff/Tenant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

Subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
CIVIL DIVISION  
500 INDIANA AVENUE, N.W., RM. JM-170  
Washington, D.C. 20001 Telephone (202) 879-1133

\_\_\_\_\_  
Plaintiff/Tenant

v.

CA No. \_\_\_\_\_

\_\_\_\_\_  
Defendant/Landlord

**AFFIDAVIT OF SERVICE BY PROCESS SERVER**

I \_\_\_\_\_, having been duly authorized to make service of the Summons, Complaint and Initial Order in the above entitled case, hereby depose and say:

That my age and date of birth are as follows: \_\_\_\_\_

That my residential or business address is: \_\_\_\_\_

That at \_\_\_\_\_ o'clock am/pm on the \_\_\_\_\_ day of \_\_\_\_\_  
☐ I served the above named defendant(s) (personally) \_\_\_\_\_  
\_\_\_\_\_ (defendant's name) a copy of  
the Summons, Complaint, and Initial Order at \_\_\_\_\_

☐ I served the above named defendant (s) \_\_\_\_\_  
\_\_\_\_\_ (defendant's name) by leaving  
a copy of the Summons, Complaint, and Initial Order at his/her place of abode  
or business at \_\_\_\_\_  
with \_\_\_\_\_ a person of approximately \_\_\_\_\_ years  
of age, who stated that he/she resides therein with the defendant.

If return receipt does not purport to be signed by the party named in the Summons, then state specific facts from which the Courts can determine that the person who signed the receipt meets the appropriate qualifications for receipt of process as required by SCR. Civ. 4 (e) (2).

**SPECIFIC FACTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(signature)  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Deputy Clerk/ Notary Public)

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
CIVIL DIVISION  
500 INDIANA AVENUE, N.W., RM. JM170  
Washington, D.C. 20001 Telephone (202) 879-1133

\_\_\_\_\_  
Plaintiff/Tenant

v.

CA No. \_\_\_\_\_

\_\_\_\_\_  
Defendant/Landlord

**MOTION FOR PRELIMINARY INJUNCTION**

I ask the Court for a Preliminary Injunction enjoining Defendant/Landlord to do the following pending a trial on the merits:

1. Check all that apply:
  - ☐ (a) Restore me access to the premises located at \_\_\_\_\_.
  - ☐ (b) Restore essential services that Defendant/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 Preliminary Injunction because:
  - (a) Check all that apply:
    - ☐ (i) I am likely to win on the merits of my case at trial because Defendant/Landlord wrongfully evicted me. Defendant/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 Defendant/Landlord stopped providing essential services that Defendant/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 Defendant/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 Motion is denied, I will suffer more harm than Defendant/Landlord will suffer if my Motion is granted.

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

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

**WHEREFORE**, Plaintiff/Tenant prays that this Court:

1. Grant my Motion for Preliminary Injunction; and
2. Grant such other and further relief as the Court may deem proper.

\_\_\_\_\_  
Plaintiff/Tenant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

### **CERTIFICATE OF SERVICE**

**REQUIRED:** I hereby certify that a copy of this Motion was

(check one) ☐ hand-delivered ☐ mailed to

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

\_\_\_\_\_, 200\_\_\_ at the following address: \_\_\_\_\_

\_\_\_\_\_.

---

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

### **POINTS AND AUTHORITIES IN SUPPORT OF MY MOTION FOR PRELIMINARY INJUNCTION**

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-65.
4. D.C. Mun. Regs. Tit. 14, §301.1 (1991).

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
CIVIL DIVISION  
500 INDIANA AVENUE, N.W., RM. JM170  
Washington, D.C. 20001 Telephone (202) 879-1152

\_\_\_\_\_  
Plaintiff/Tenant

v.

CA No. \_\_\_\_\_

\_\_\_\_\_  
Defendant/Landlord

**ORDER**

Having considered Plaintiff/Tenant's Motion for Preliminary Injunction,  
the Court hereby makes the following findings of fact: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Having considered Plaintiff/Tenant's Motion for Preliminary Injunction,  
the Court hereby makes the following conclusions of law: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is hereby ORDERED that:

- ☐ This Preliminary Injunction issue, without cost to Plaintiff/Tenant, pending a trial on the merits.
- ☐ Defendant/Landlord is hereby ordered to restore Plaintiff/Tenant's access to the premises located at \_\_\_\_\_ immediately, and to refrain from any further acts which interfere with Plaintiff/Tenant's right to possession, use or enjoyment of the premises, barring further order of the Court.
- ☐ Defendant/Landlord is hereby ordered to restore essential services to the premises occupied by Plaintiff/Tenant located at \_\_\_\_\_ immediately, and to refrain from any further acts which interfere with Plaintiff/Tenant's right to possession, use or enjoyment of the premises, barring further order of the Court.
- ☐ Defendant/Landlord is hereby ordered to correct severe housing code violations to the premises occupied by Plaintiff/Tenant located at \_\_\_\_\_ immediately, and to refrain from any further acts which interfere with Plaintiff/Tenant's right to possession, use or enjoyment of the premises, barring further order of the Court.
- ☐ Defendant/Landlord is hereby ordered to (specify): \_\_\_\_\_  
\_\_\_\_\_.
- ☐ The D.C. Metropolitan Police Department shall escort Plaintiff/Tenant back in to the premises, if necessary.
- ☐ Plaintiff/Tenant shall not be required to post bond.

\_\_\_\_\_  
Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

### **Instructions for filing Housing Conditions Complaint**

This memo is to guide you through filing a housing conditions case at DC Superior Court.

If you have any questions or concerns, please feel free to talk to me or to the assigning attorney.

#### **Background**

The Housing Conditions Calendar is a specific DC Superior Court calendar that hears housing conditions cases. The judge is Judge Johnson and the courtroom is room 317. The Court is only convened on Monday mornings. This court is different than Landlord-Tenant Court, and is actually part of the Civil Branch. It is located in the main building of DC Superior Court and all filings are in the main building.

Some cases have one part of the filing and some cases are a two-part filing. All cases will have the complaint and summons, but some cases will also have an *In Forma Pauperis* (“IFP”) filing. IFP filings are for cases where the client cannot afford to pay court fees and meets the legal requirements to get fees waived. An IFP must be signed by the Judge-in-Chambers before the complaint/summons can be filed and a case number can be assigned.

#### **Filing a Housing Conditions Case with an IFP**

I recommend filing an IFP case as the first thing you do in court run.

You must take the IFP and the complaint/summons to the Judge-in-Chambers, Room 4220 (4<sup>th</sup> floor) of DC Superior Court. Keep the extra copies with you to take up to the Civil Clerk for filing later in the process. The clerk will take these documents and will tell you how long it will take to get it signed. The clerk may tell you to come back to Judge in Chambers for it, or to go up to the Civil Clerk of the Court (Room 5000, 5<sup>th</sup> floor).

If it is a shorter time (45 minutes to an hour), you can ask to come back after you have done your other duties for court run. If it is a longer time, you can ask if someone from our office can come back the next day and pick it up.

If someone must come back to pick it up, please notify the assigning attorney and whoever is on Court Run the next day so that the filing can be completed.

If the Judge-in-Chambers declines to sign the IFP, please bring everything back to the assigning attorney.

If you are able to pick it up the same day, then you should take the signed IFP and the complaint/summons to the Civil Clerk (Room 5000, 5<sup>th</sup> floor) [or, potentially, the documents will be waiting for you at the 5<sup>th</sup> floor Clerk’s office] and file the case. Give them the additional copies of the summons and complaint, for them to fill in the case number and initial court date and stamp. Tell them that we will serve the defendant (so you should get back one copy for each defendant and one for the file). Please ask for a copy of the Judge’s signed Order granting the IFP application for the file. You should return all of these documents to the assigning attorney.

Filing a Housing Case without an IFP

Filing a case without an IFP will be much more straightforward. In those cases, you will receive \$10 from the attorney for the filing fee. You should file the complaint/summons and money with the Civil Clerk (Room 5000, 5<sup>th</sup> floor). They will take all of the documents from you and issue a case number. They will give you back a summons (or multiple summons depending on how many defendants there are—one for each defendant) and a copy of the complaint with a case number. You should return all of these documents to the assigning attorney.



## **Checklist for Housing Conditions Calendar Filings**

### **IFP Filing**

- ☐ Take IFP and complaint/summons to Judge-in-Chamber, Room 4220 at DC Superior Court

### **Wait time:**

- ☐ If wait time is reasonable, return to pick up signed IFP and complaint/summons
- ☐ If wait time is too long (over 45-60 minutes), notify assigning attorney and investigator on court run tomorrow that documents need to be picked up

### **Housing Conditions Case Filing**

- ☐ Take IFP (if there is one) or filing fee (\$10) and Complaint and Summons to Civil Clerk, Room 5000 at DC Superior Court
- ☐ Get case number for all cases
- ☐ Return copy of complaint, IFP and summons to the assigning attorney

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
ADMINISTRATIVE ORDER 19-18**

**Housing Conditions Civil Calendar**

**(Supersedes Administrative Order 10-07)**

**WHEREAS**, the Superior Court determined in 2010 that it is the interest of justice to quickly address conditions which constitute violations of the District of Columbia's housing code regulations in rental units in the District of Columbia, and it established a Housing Conditions Civil Calendar to expedite actions for enforcement of housing code regulations;

**WHEREAS**, the Housing Conditions Civil Calendar has been administered since April 2010 in accordance with a memorandum attached to Administrative Order 10-07, which describes the program, as well as the Superior Court Rules of Civil Procedure;

**WHEREAS**, it is now appropriate to replace the memorandum with a case management plan that provides complete and current information about management of cases on the Housing Conditions Civil Calendar and that is available to litigants and the public,

**NOW, THEREFORE, IT IS HEREBY,**

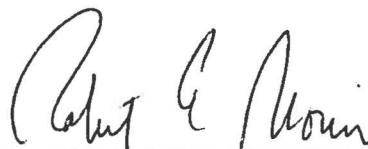
**ORDERED** that the Housing Conditions Civil Calendar shall be administered in accordance with a case management plan issued by the Court and with the Superior Court Rules of Civil Procedure; and it is further

**ORDERED** that nothing in this Order, the case management plan, or the Superior Court Rules of Civil Procedure shall be construed to require litigants to litigate claims regarding housing code violations solely in the Housing Conditions Civil Calendar, or limit the ability of litigants to seek relief to which they may be entitled through the filing of a complaint through the regular course in the Civil Actions Branch, Small Claims Branch, or Landlord and Tenant Branch of this Court (i.e., injunctive and monetary relief in the Civil Actions Branch, rent abatements and additional monetary relief in the Small Claims Branch, or rent abatements and counterclaims in the Landlord and Tenant Branch).

**SO ORDERED.**

**BY THE COURT**

**Date: December 12, 2019**



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**Robert E. Morin  
Chief Judge**

**Copies to:**

Judges

Senior Judges

Magistrate Judges

Executive Officer

Clerk of the Court

Director, Civil Division

Library

Daily Washington Law Reporter

DC Bar Webmaster

# **CASE MANAGEMENT PLAN FOR THE HOUSING CONDITIONS CIVIL CALENDAR**

## **I. Introduction**

The Housing Conditions Civil Calendar is a problem-solving court. Its goal is to efficiently and quickly achieve compliance with the District of Columbia Housing Code Regulations (14 D.C.M.R. §§ 500 – 900, 1200) and Property Maintenance Code (D.C.M.R. Title 12G). The Superior Court has worked closely with stakeholders to develop and improve this Calendar in order to expedite actions for enforcement of housing code regulations. A critical component of the Calendar is the housing inspector assigned by the D.C. Department of Consumer and Regulatory Affairs (“DCRA”).

## **II. Procedures**

The Housing Conditions Civil Calendar is governed by the terms of these practices and procedures and the Superior Court Rules of Civil Procedure.

## **III. Complaint**

Litigants who want their complaint to be heard on the Housing Conditions Civil Calendar are required to use Form CA 116 – Verified Complaint to Enforce Housing Code Regulations. The litigant must complete **both** pages of the Complaint. A litigant may supplement the Complaint with additional documents, but those documents will not be accepted as a substitute for Form CA 116, which must be completed in **every** case. A copy of the Complaint must be served on each defendant as described below.

Form CA 116 is available at the Civil Actions Branch Clerk’s Office, Moultrie Building, 500 Indiana Avenue, NW, Room 5000. The Complaint is also available online at

[https://www.dccourts.gov/sites/default/files/HCC\\_HousingCodeComplaint.pdf](https://www.dccourts.gov/sites/default/files/HCC_HousingCodeComplaint.pdf).

## **IV. Summons**

In addition to completing and serving Form CA 116, litigants who wish to file a complaint on the Housing Conditions Civil Calendar are required to complete and serve the Summons to Appear in Court and Notice of Hearing. A copy of the Summons, Notice of Hearing, and Form CA 116 must be served on each defendant. Litigants will receive the date of the initial hearing at the time of filing the Summons with the Civil Actions Branch Clerk’s Office.

The Summons to Appear in Court and Notice of Hearing is available at the Civil Actions Branch Clerk's Office, Moultrie Building, 500 Indiana Avenue, NW, Room 5000. The Summons is also available online at [https://www.dccourts.gov/sites/default/files/pdf-forms/HCC\\_Summons.pdf](https://www.dccourts.gov/sites/default/files/pdf-forms/HCC_Summons.pdf) www.

## **V. Filing and Fees**

A completed Form CA 116 – Verified Complaint to Enforce Housing Code Regulations and Summons to Appear in Court and Notice of Hearing must be filed in the Civil Actions Branch Clerk's Office, Moultrie Building, 500 Indiana Avenue, NW, Room 5000.

The filing fee for the Complaint and Summons is \$15.00. All other fees shall be in accordance with the schedule set out in Rule 202 of the Superior Court Rules of Civil Procedure.

Any party may file an application to proceed without prepayment of costs.

## **VI. Service of Process**

The plaintiff must serve a copy of the Complaint and Summons on each defendant pursuant to Rule 4(c) – (j) of the Superior Court Rules of Civil Procedure.

The plaintiff must file with the Civil Actions Branch Clerk's Office either an acknowledgment of service of process or proof of service of process pursuant to Rule 4(l) of the Superior Court Rules of Civil Procedure at least three (3) calendar days before the initial hearing date, unless the Court exercises its discretion to extend this deadline.

The time limit for service of process in Rule 4(m) of the Superior Court Rules of Civil Procedure applies to cases on the Housing Conditions Civil Calendar. The Court has discretion to extend the time for service and schedule a new initial hearing.

Instructions for service are available online at [https://www.dccourts.gov/sites/default/files/HCC\\_InstructionSheetForServiceOfHousingCodeComplaintAndSummons.pdf](https://www.dccourts.gov/sites/default/files/HCC_InstructionSheetForServiceOfHousingCodeComplaintAndSummons.pdf).

## **VII. Timing of Events**

The clerk's office will schedule an initial hearing on the Housing Conditions Civil Calendar on the next available date no sooner than 21 days after the date of filing.

Due to the expedited nature of the Housing Conditions Civil Calendar, the plaintiff must serve the Complaint and Summons at least eight (8) calendar days before the date of the initial hearing.

As soon as proper service is established, the Court ordinarily schedules a prompt inspection by the DCRA housing inspector. The Court may schedule a re-inspection if warranted. The reports of the housing inspector generally provide the basis for the Court's assessment of the existence and abatement of housing code violations.

### **VIII. Answers and Motions**

a. *Written Answer.* A defendant to a Complaint filed on the Housing Conditions Civil Calendar is not required to file a written answer.

If a defendant wishes to file an answer, the defendant may file an original written answer within twenty-one (21) days after service of the Summons and Complaint, or such additional time as the Court may allow. The written answer must be filed in the Civil Actions Branch Clerk's Office, Moultrie Building, 500 Indiana Avenue, NW, Room 5000, with a copy mailed to the plaintiff, or if the plaintiff is represented by an attorney, to the plaintiff's attorney.

b. *Motions.* Consistent with its problem-solving role, the Court minimizes motions practice to expedite resolution of housing code violations.

c. *Motions for Temporary Restraining Order or Preliminary Injunction.* If the alleged conditions in the rental unit constitute an emergency and pose an immediate threat to the health and safety of the occupants of the unit, a litigant may file a motion for a temporary restraining order and/or a motion for a preliminary injunction. The Court generally addresses more urgent housing code violations that arise after a complaint is filed, not through motions, but through the scheduling of inspections and status hearings.

### **IX. Calendar Management**

Although the Court has the same jurisdiction over cases on the Housing Conditions Calendar as over cases on other calendars in the Civil Actions Branch, the Court imposes several limits on cases on the Housing Conditions Civil Calendar in order to keep the Calendar within manageable limits consistent with resource constraints. In addition, the judge presiding over the Calendar has discretion to manage the Calendar consistent with its purpose efficiently and quickly to secure compliance with housing code regulations.

The type of complaint suitable for the Housing Conditions Civil Calendar is limited in nature. The Calendar's sole focus is to achieve compliance with the housing code regulations. Litigants seeking relief other than abatement of violations, including monetary relief for the condition of the property, personal injury, damage

to personal property, or return of a security deposit, must pursue such relief in the appropriate Branch of the Civil Division. A litigant who brings a case on the Housing Conditions Civil Calendar may seek other relief in a new case filed after the case on the Housing Conditions Civil Calendar is dismissed without prejudice. The Calendar can and does impose sanctions, such as rent abatement, if necessary to achieve compliance with the housing code regulations.

The Calendar is limited to complaints by tenants living in rental units. Cases brought by other types of occupants, including residents with ownership interests in condominium or cooperative units, foreclosed homeowners, commercial tenants, and terminated employees of building owners, are addressed on other calendars in the Civil Actions Branch.

In addition, the Court requires tenants to give landlords reasonable notice of violations and a reasonable opportunity to correct them, including providing access to the rental property. The Court ordinarily addresses housing code violations that are directly related to any housing code violations identified in the original inspection, such as violations that result from or are revealed by attempted repairs of earlier violations. The Court ordinarily does not address housing code violations that arose either after the case began or after the first DCRA inspection was conducted.

As a problem-solving court, the Court does not conduct trials or, except in rare circumstances, evidentiary hearings.

If issues arise that cannot be addressed on the Housing Conditions Civil Calendar without adversely affecting the Court's ability to provide efficient and expedited enforcement of housing code regulations, the Court may certify the case to a randomly assigned Civil 2 Calendar or dismiss it without prejudice so that the plaintiff can file the case on a Civil 2 Calendar. If a case is certified to a Civil 2 calendar, a status hearing will be scheduled no more than four weeks from the date of the certification.

If a landlord filed in the Landlord and Tenant Branch a complaint for possession based on nonpayment of rent *before* the tenant files a complaint on the Housing Conditions Civil Calendar, issues relating to compliance with housing code regulations will be addressed in the Landlord and Tenant Branch, not on the Housing Conditions Civil Calendar. However, if the landlord files a complaint for possession in the Landlord and Tenant Branch *after* the tenant filed the complaint on the Housing Conditions Civil Calendar, the case on the Housing Conditions Civil Calendar will ordinarily proceed. A judge presiding over the Housing Conditions Civil Calendar has discretion to dismiss such a case without prejudice if (a) issues arise that cannot be addressed on the Calendar without adversely affecting the Court's ability to provide efficient and expedited enforcement of housing code regulations in other cases and (b) the Landlord and Tenant Branch can provide relief efficiently and expeditiously.

# Parent Advocacy Tips

## 1. Document problems or concerns

- a. Get copies of important documents related to your problem and keep them together in a file
- b. Get promises or refusals to do things in writing
- c. Use a notebook and calendar to write down concerns or problems
- d. Take good notes about conversations you have
- e. Take pictures if possible

## 2. Read everything

- a. Even if people are rushing you, read the whole document before you sign something

## 3. When in doubt, ask

- a. Ask people to write a summary for you in regular language
- b. Ask to take a document home and have someone you trust help you understand
- c. Ask people to repeat what they said using different words

## 4. Don't sign something if you don't agree with it or don't understand it

- a. You may lose important rights if you sign something

## 5. Plan ahead for meetings

- a. Make a checklist of things you want to talk about and things you need to bring
- b. Practice what you want to say and how to say it with a friend
- c. Put all you need in a folder or bag the night before

## 6. Practice good communication skills

- a. In an email, make it short, put your point at the top, and stick to the facts
- b. On the phone, say your name, why you called, and ask if they are the right person to talk to
- c. If you text, introduce yourself and don't talk about difficult issues

## 7. Stay calm

- a. Listen carefully to understand what people think
- b. Focus on the facts, not on opinions or people
- c. Remember to use good body language

## 8. Go up the chain of command

- a. Everyone has a supervisor!



# Requesting Housing Repairs

## The DC Housing Code

**DC has a housing code that sets health and safety standards for rental units.** Landlords must make repairs so their rental units meet those standards. Repairs must be done properly and using material of a suitable quality.

**You can learn more about the D.C. Housing Code** at [dcra.dc.gov/service/dc-housing-code-standards](https://dcra.dc.gov/service/dc-housing-code-standards) and [dcregs.dc.gov/Gateway/TitleHome.aspx?TitleNumber=14](https://dcregs.dc.gov/Gateway/TitleHome.aspx?TitleNumber=14).

## How should I make requests?

**You should make requests in writing.** Even if your landlord wants you to call a maintenance line, you should also make the request in writing. You can send a letter to the address where you mail your rent check if you do not know where else to bring it. Keep a copy of any requests you send.

## What information should I keep in my files?

**It is important to keep a record in case the landlord does not make repairs, or makes repairs improperly.**

- Use a calendar to keep track of: when you have housing problems, what the problems are like, who you contacted for help, what repairs you asked for, and when repairs were made.
- Take photos or videos of problems. If possible, include a slip of paper with the date in the photo.
- Keep copies of inspection reports (more information below) or court documents in a binder or folder.

## Where can I get a housing inspection?

**The Department of Consumer and Regulatory Affairs is responsible for inspecting rental units for housing code violations.** To ask for an inspection, you can call (202) 442-9557. Before you call, write a list of problems you want to let their office know about. When the inspector comes in about one to two weeks, share the list with the inspector as well. You can call this same number for the results of the inspection.

**If you have an urgent or dangerous housing problem (sewage flooding, broken heat, or another emergency), you can get an inspection on the same day.** You can call (202) 442-9557, or, if it is after 4:30 p.m., you can call 311 and say that you need an emergency housing inspection.

## Should I stop paying rent if my landlord won't make repairs?

**If you are thinking about withholding (not paying) your rent, we suggest that you talk to a lawyer first to learn more about the risks involved.** Some renters decide to withhold rent because of problems in their unit; however, not paying rent can lead to a landlord filing an eviction proceeding against the renter.

## What should I do if the landlord does not make repairs, makes sloppy repairs, or does not finish the repairs?

- **You can request a housing inspection** (information above).
- **You can get information about your rights** from the Landlord-Tenant Resource Center in Room 115 of Court Building B, 510 4th St. NW, Room 115, between 9:15 a.m. and noon, Monday through Friday.
- **You can file a complaint** at the DC Superior Court Civil Clerk's Office, 500 Indiana Avenue NW, Room 5000. The Clerk's Office can answer basic questions about how to fill out forms.
- **You can look for legal help** by visiting [lawhelp.org/dc/issues/housing](https://lawhelp.org/dc/issues/housing) or by calling Children's Law Center at (202) 467-4900 ext. 3.

*This flier is for informational purposes only. It is not an ad or legal advice, and it does not create an attorney-client relationship. This information may not reflect current legal developments. For legal advice, you should talk with an attorney.*

# No Heat? Get Help!

## What does D.C. law say about heat in my apartment?

- **Generally, from October 1 to May 1, landlords must make sure that rental units can stay heated at 68 degrees.** For more information, see 12 DCMR § PM-602G.

## What can I do if my heat stops working and my landlord won't fix it?

- **Tell your landlord about the problem in writing and keep a copy for yourself.** Sending an email or a text message is okay.
- **Ask the Department of Consumer and Regulatory Affairs (DCRA) for an emergency housing inspection by calling (202) 442-9557, or, if it is after 4:30 p.m., by calling 311.** DCRA is responsible for inspecting rental units for housing code violations.
- **File a Temporary Restraining Order (TRO) at the DC Superior Court Civil Clerk's Office, 500 Indiana Ave NW, Room 5000.** You do not have to have an attorney to file a TRO. The Clerk's Office can answer basic questions about how to fill out forms and give you an instruction sheet on how to serve the Complaint and Summons.
- **Get information about your rights from the Landlord-Tenant Resource Center.** Their office is in Room 115 of Court Building B, 510 4th St. NW, and is open from 9:15 a.m. to noon, Monday through Friday. People who arrive early have a better chance of being seen.

## What if I don't have heat because I'm behind on my bills?

- **Call the Public Service Commission's Office of Consumer Services at (202) 626-5120.** They may be able to help you restore your service.
- **Call the D.C. services hotline at 311 and ask about the Low-Income Home Energy Assistance Program (LIHEAP).**
- **If it is between January 1 and May 31, contact Salvation Army about the Washington Area Fuel Fund by calling (202) 678-9771 (Southeast office) or (202) 332-5000 (Northwest office).**

## Stay Warm and Safe



- **Never use a gas stove, kerosene heater, generator, or grill for heating indoors.** Burning fuel indoors can cause carbon monoxide to build up. Carbon monoxide is a toxic gas that can cause death. Signs of poisoning include headaches, dizziness, weakness, nausea, chest pain, and confusion. If you see signs of carbon monoxide poisoning, call 911 and find fresh air.
- **Call the Shelter Hotline at 1 (800) 535-7252 to find a warming center or shelter.** When the temperature falls below 32 degrees between November 1 and March 31, D.C.'s recreation centers open as warming centers during the day and some nights. Severe weather shelters have beds available from 7 pm to 7 am. If you can't get into a shelter or the shelter conditions are bad, you can call Washington Legal Clinic for the Homeless at (202) 678-9771 for help.
- **Keep pets warm, too.** Emergency shelters may be available to care for a pet during very cold days. Call D.C.'s Animal Services Program at (202) 535-2323 for information. If you see a pet out in the cold, call the Washington Humane Society at (202) 723-5730.

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# **D.C. LAW REQUIRES LANDLORDS TO ELIMINATE MOLD USING STANDARDS SET BY D.C. DEPT. OF THE ENVIRONMENT**

## **A landlord's obligations under D.C. law:**

If a landlord receives written notice from a tenant about indoor mold in the tenant's apartment or a common area, the landlord must:

- Inspect the mold within 7 days.
- Eliminate any mold that is found during the inspection within 30 days of the inspection.

## **A landlord must use a professional to eliminate large mold problems:**

- If a moldy area in an apartment or common area is *ten square feet* or more, the landlord must use a qualified indoor mold assessment professional to assess the mold problem, and a separate qualified indoor mold remediation professional to eliminate the mold.
  - “*Ten square feet*” of mold means spots or signs of mold growth that are close to each other (likely caused by the same moisture problem) that add up to an area that is ten square feet or more. For example, there is “ten square feet” of mold if the area affected by the mold covers an area that is 5 ft. high and 2 ft. wide.
  - The mold professional must follow standards established by the D.C. Department of the Environment and must eliminate the mold in a way that protects the health of the tenant.
- If the area affected by the mold is less than ten square feet, the landlord may fix the mold problem without using a qualified mold professional. But the landlord still should:

- Consult a qualified mold professional before doing the work.
- Do the work in a way that protects the health of the tenant.
- Follow guidelines for eliminating mold established by the D.C. Department of the Environment.

**Key things to remember:**

- The landlord should not just paint over the mold. This will not fix the problem.
- The landlord should fix any moisture or ventilation problems that caused the mold problem. This will help make sure the mold does not come back.
- The landlord must tell potential tenants if there was mold in an apartment during the previous 3 years unless the mold was eliminated by a qualified mold professional.
- The landlord may be required to pay damages if the tenant proves in court that the landlord acted in bad faith and failed to eliminate a significant mold problem within 60 days of receiving a written professional mold report.

# EVERYTHING YOU NEED TO KNOW ABOUT THE DISTRICT’S MOLD LAW

## Overview of the Mold Law

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- The Air Quality Amendment Act of 2014 (Public Law No. 20-135) contains important rights for tenants dealing with mold in residential units. The law generally requires landlords to inspect and remediate mold, and in certain cases requires that the work be done by qualified professionals.
- The law became effective on September 9, 2014, although certain provisions of the law could not go into effect until the District Department of the Environment (DDOE) adopted implementing regulations.
- After conducting a rulemaking proceeding, DDOE has now adopted the implementing regulations. The regulations became effective on April 22, 2016. *Mold Assessment and Remediation Licensure Regulations*, 63 DCR 6098 (April 22, 2016).
- The law only applies to *indoor* mold in *residential* buildings.

## The Definition of “Mold”

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- The law defines “indoor mold” broadly as “living or dead fungi or related products or parts, including spores hyphae, and mycotoxins, on an interior surface of a building, including common spaces, utility spaces, HVAC, or other systems.” (Public Law No. 20-135, § 302(4))
- The regulations define “indoor mold growth” as “mold that exists on an interior surface of a building, including common spaces, utility spaces, HVAC, or other systems, and is visible.” (20 DCMR § 3299.1)
  - The regulations define “visible” as “capable of being seen with the naked eye, either by a lay person following [DDOE] guidelines ..., or by an indoor mold assessment professional following the standards in this chapter and best industry practices.” (20 DCMR § 3299.1)

## The Landlord’s Duty under the Mold Law: 7 Days to Inspect + 30 Days to Remediate

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- The law states that a “residential property owner who receives written notice or electronic notice from a tenant that indoor mold or suspected indoor mold exists in the dwelling unit or in a common area of the property shall inspect the property within 7 days and remediate the condition ... within 30 days of the inspection unless a shorter timeframe is ordered by a court or the Mayor.” (Public Law No. 20-135, § 305(a))
- Note that the landlord’s duty is only triggered by *written* or *electronic* notice; oral notice is not sufficient.

# EVERYTHING YOU NEED TO KNOW ABOUT THE DISTRICT'S MOLD LAW

## When Is the Landlord Required to Use Qualified Professionals? The "Ten Square Feet" Threshold

- Meeting or Exceeding the Threshold. The landlord must use an indoor mold assessment professional and an indoor mold remediation professional to address the mold problem if the total surface area of indoor mold growth in an "affected" area in the apartment or indoor common area is ten square feet (10 ft.<sup>2</sup>) or more. (Public Law No. 20-135, § 305(b) & (c); 20 DCMR §§ 3201.2; 3204.1; 3206.2, 3206.6)
  - "Affected" is defined as "in close proximity, likely impacted from the same source of water intrusion or moisture accumulation." (20 DCMR § 3299.1)
  - For example, the 10 ft.<sup>2</sup> threshold is satisfied where a group of mold spots that are in close proximity to each other measures five feet high and 2 feet wide.
  - Indoor mold that meets or exceeds the 10 ft.<sup>2</sup> threshold is considered "indoor mold contamination" under the law. (Public Law No. 20-135, § 302(5))
- Licensing. DDOE has adopted regulations defining who qualifies as an "indoor mold assessment professional" and an "indoor mold remediation professional."
  - In general, assessment and remediation professionals must comply with various licensing requirements adopted by DDOE. (Public Law No. 20-135, § 304; 20 DCMR § 3202)
- Unlicensed Workers Supervised by Licensed Professional. Unlicensed individuals may perform assessment and remediation work on mold projects exceeding the 10 ft.<sup>2</sup> threshold provided they are supervised by a licensed professional. (20 DCMR §§ 3201.5)
  - "Supervise" is defined as "to direct and exercise control over the activities of an individual by being physically present at the job site or, if not physically present, accessible by telephone within ten minutes and able to be at the site within one hour of being contacted." (20 DCMR § 3299.1)
  - The licensed professional must "ensure that supervisees are following best practices and applicable laws and regulations." (20 DCMR § 3204.4(i))
  - The licensed professional may not supervise the work of more than ten individuals at one time. (20 DCMR § 3204.5(i))
- Falling Below the Threshold. If the mold falls below the 10 ft.<sup>2</sup> threshold, the landlord is not required to use a qualified mold professional to assess or remediate the problem, but must nonetheless remediate the mold according to DDOE guidelines. (Public Law No. 20-135, § 305(b); 20 DCMR § 3201.2)
  - If after beginning work on a mold problem the landlord's maintenance staff (or any other unlicensed worker) discovers that the 10 ft.<sup>2</sup> threshold is in fact

## EVERYTHING YOU NEED TO KNOW ABOUT THE DISTRICT'S MOLD LAW

satisfied, all mold work must cease and the landlord must obtain qualified mold professionals to assess and remediate the mold. (20 DCMR §§ 3201.8, 3206.6)

### Assessing and Remediating Mold that Meets or Exceeds the "10 ft.<sup>2</sup>" Threshold

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- Professional Assessment and Remediation. When the indoor mold meets or exceeds the 10 ft.<sup>2</sup> threshold, the landlord must use a qualified indoor mold assessment professional to assess the mold, and a separate, qualified indoor mold remediation professional to remediate the mold.
  - The indoor mold assessment professional should prepare a mold assessment report, prepare a mold remediation protocol if indoor mold growth is found, establish any necessary containment and other procedures to protect the health and safety of workers and tenants during the work, and specify methods for verifying that the mold problem and the underlying causes of the problem have been successfully remediated. (20 DCMR §§ 3204.6, 3205.1)
  - The indoor mold remediation professional should prepare a work plan that follows the mold remediation protocol developed by the assessment professional, and perform the remediation work in a way that protects the health and safety of workers and tenants during the work. (20 DCMR §§ 3204.7, 3205.2)
  - Within 20 days of the successful completion of remediation activities, the professional mold assessment and remediation professionals should issue a report verifying that the mold has been successfully remediated. The verification report should also confirm that the underlying causes of the mold have been remediated so that it is reasonably certain that the mold will not return from these same causes. (20 DCMR §§ 3204.6(d), 3204.7(c), 3299.1)
- Minimum Performance Standards. Indoor mold assessment and remediation professionals must comply with DDOE minimum performance standards and work practices designed to ensure the mold is remediated safely and effectively. (20 DCMR §§ 3205.1, 3205.2)
- Disclosure of Reports. Indoor mold assessment and remediation professionals must provide their reports to their clients (presumably the landlord or property manager), but are not required by the mold law to provide their reports to the tenant unless ordered to do so by DDOE. (Public Law No. 20-135, § 303(b)) (Of course, the tenant can request the landlord/property manager to disclose these reports in a court case brought by the tenant.)
- Notice to DDOE. Indoor mold assessment and remediation professionals are required to notify DDOE about assessment and remediation projects involving mold meeting or exceeding the 10 ft.<sup>2</sup> threshold. (20 DCMR §§ 3209.1, 3209.2)

# EVERYTHING YOU NEED TO KNOW ABOUT THE DISTRICT'S MOLD LAW

## Assessing and Remediating Mold that Falls Below the "10 ft.<sup>2</sup>" Threshold

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- Consult with a Professional. Although the landlord is not required to use qualified professionals to perform the assessment and remediation work in dealing with mold that falls below the 10 ft.<sup>2</sup> threshold, the landlord should, in general, consult with an indoor mold assessment professional when assessing the extent of a moisture problem and indoor mold growth and performing related activities. (20 DCMR § 3206.1)
- Minimum Work Guidelines: Assessment. Under DDOE guidelines (20 DCMR §§ 3206.2, 3206.3), landlords should assess the following before taking any steps to remediate mold falling below the 10 ft.<sup>2</sup> threshold:
  - The extent of water damage, indoor mold growth, and affected building materials;
  - Crawl spaces, attics, behind wallboards, carpet backing, wallpaper, baseboards, insulation and other materials that are suspected of hiding indoor mold growth;
  - Ventilation systems for damp conditions and indoor mold growth;
  - Materials that are susceptible to indoor mold growth when damp, including ceiling tiles, drywall, and structural wood.
- Minimum Work Guidelines: Remediation. If the landlord's assessment identifies indoor mold growth or water-damaged materials, remediation shall be conducted according to DDOE guidelines (20 DCMR § 3206.5 and DDOE guidance document), including:
  - The underlying moisture problem should be corrected to prevent recurring indoor mold growth.
  - Relative humidity should be maintained at levels below 65% to inhibit indoor mold growth.
  - Building maintenance staff should be properly trained about the causes of moisture intrusion and mold growth, health concerns related to mold exposure, and mold remediation work practices.
  - DDOE guidelines set forth detailed steps for remediating water damage within 24-48 hours to prevent indoor mold growth, and for remediating different types of materials that have or are likely to have visible indoor mold growth.
  - Link to DDOE document:  
[http://doee.dc.gov/sites/default/files/dc/sites/ddoe/release\\_content/attachment/s/Mold%20Licensure%20-%20Guidance%20Document%20-%20Final.pdf](http://doee.dc.gov/sites/default/files/dc/sites/ddoe/release_content/attachment/s/Mold%20Licensure%20-%20Guidance%20Document%20-%20Final.pdf)



# EVERYTHING YOU NEED TO KNOW ABOUT THE DISTRICT'S MOLD LAW

## Painting Over Mold Does Not Solve the Problem

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- The EPA's website states: "Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel."  
<https://www.epa.gov/mold/mold-cleanup-your-home> (last visited 6/14/2016)
- A guidance document issued by DHS, CDC, FEMA, HUD, and NIH regarding mold cleanup after disasters states: "Painting or caulking over mold will not prevent mold from growing. Fix the water problem completely and clean up all the mold before you paint or caulk."  
[http://www.cdc.gov/mold/pdfs/homeowners\\_and\\_renters\\_guide.pdf](http://www.cdc.gov/mold/pdfs/homeowners_and_renters_guide.pdf) (page 3) (last visited 6/14/2016)

## Remedies

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- Presumption of Code Violation. A professional indoor mold assessment finding "indoor mold contamination" (*i.e.*, indoor mold meeting or exceeding the 10 ft.<sup>2</sup> threshold) in the tenant's unit or a common area creates a rebuttable presumption of a violation of the housing code / property management code. (Public Law No. 20-135, § 306(a)(1))
  - To establish the presumption, the tenant must show that the landlord received a written or electronic copy of the professional indoor mold assessment that determined that indoor mold contamination existed in the tenant's dwelling unit.
- Reimbursement of Costs. In ruling in favor of a tenant and finding a violation of the Housing or Property Maintenance Code based on a professional mold assessment, a court may order the landlord to reimburse the tenant for the mold assessment costs and may award attorney's fees and court costs. (Public Law No. 20-135, § 306(a)(2))
- Treble Damages. A court may award treble damages when (1) the tenant discovered the mold, (2) a professional indoor mold assessment determined that "indoor mold contamination" (*i.e.*, indoor mold meeting or exceeding the 10 ft.<sup>2</sup> threshold) existed in the tenant's dwelling unit; (3) the landlord received the indoor mold assessment in written or electronic form; (4) the landlord did not remediate the indoor mold within 60 days; and (4) the court finds that the landlord acted in bad faith. (Public Law No. 20-135, § 306(a)(2))
- DCRA. DCRA may rely on a professional mold assessment to issue a notice of violation for a defective surface in violation of the Housing or Property Maintenance Code. (Public Law No. 20-135, § 306(b))
- Indoor Mold Assessment and Remediation Fund: Any excess licensing fees collected by DDOE (as well as any funds appropriated by the Council in the future) may be used for grants (1) to low-income tenants to pay for mold assessment when the owner does not remediate, or (2) to owners without financial means to pay for mold remediation. (Public Law No. 20-135, §§ 304(d), 308)

# EVERYTHING YOU NEED TO KNOW ABOUT THE DISTRICT'S MOLD LAW

## Disclosure to Prospective Tenants

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- A landlord's disclosures to prospective tenants (already required under the Rental Housing Act) must include information known or that should have been known about the presence of indoor mold meeting or exceeding the 10 ft.<sup>2</sup> threshold in the rental unit or common areas in the previous 3 years, *unless* the mold has been remediated by an indoor mold remediation professional. (Public Law No. 20-135, § 301)