

## Centro de Recursos del Arrendador y el Arrendatario

# PAQUETE DE AUTOGESTIÓN DEL DEPÓSITO DE GARANTÍA

Este paquete de autogestión incluye:

- Preguntas frecuentes sobre los depósitos de garantía para los alquileres residenciales
- Ejemplo de carta de requerimiento
- Ejemplo de hoja de información
- Ejemplo de declaración de reclamos para reclamos menores
- Hoja de información de reclamos menores
- Declaración de reclamos para reclamos menores
- Solicitud para proceder sin el pago previo de los costos o importes

Instrucciones:

- Lea las preguntas frecuentes.
- Todos los formularios mencionados en las preguntas frecuentes están incluidos en este paquete.
- Si necesita información adicional sobre los procedimientos en tribunales, por favor visite la página web del tribunal [www.dccourts.gov](http://www.dccourts.gov).
- Si necesita información adicional sobre temas legales, por favor visite [www.lawhelp.org/DC](http://www.lawhelp.org/DC).
- Si necesita hablar con un abogado sobre la situación de su depósito de garantía, puede contactar al:

### Consumer Law/Small Claims Resource Center

(Centro de Recursos de Reclamos Menores/Derechos del Consumidor)

Horario: miércoles y jueves, 9:15 am – 12 m

510 4<sup>th</sup> Street, NW, Room 102

Este servicio no requiere cita previa.

### D.C. Bar Pro Bono Program Advice & Referral Clinic

(Programa Pro Bono del Colegio de Abogados de Washington D. C. y Clínica de Referencia y Asesoramiento)

ÚNICAMENTE el 2<sup>do</sup> sábado de cada mes, 10 am – 12 m

1525 7<sup>th</sup> Street, NW y 1640 Good Hope Road, SE

Este servicio no requiere cita previa.

### D.C. Law Students in Court Program

(Programa de Estudiantes de Derecho en el Tribunal de Washington D. C.)

4340 Connecticut Avenue, Suite 100

(202) 638-4798

Llame para conocer los horarios de atención actuales.

## Preguntas frecuentes sobre los depósitos de garantía para alquileres residenciales

**NOTA IMPORTANTE:** cierta información de estas preguntas frecuentes podría no aplicar para aquellas unidades de alquiler que pertenezcan o sean subsidiadas por el gobierno federal o del D. C.

**P. ¿Qué monto puede pedir mi arrendador como depósito de garantía?**

**R.** El arrendador no puede cobrar más de la cantidad de un mes de alquiler y podrá cobrar este depósito solo una vez.

**P. ¿Se exige a mi arrendador que mantenga el dinero en una cuenta especial?**

**R.** Su arrendador debe mantener el depósito en una cuenta que devengue intereses en una institución financiera en el Distrito de Columbia. La cuenta debe estar destinada al único propósito de mantener los depósitos de garantía. Su arrendador puede usar la misma cuenta para más de un edificio. Si alquila la unidad por al menos doce meses, se exige al arrendador pagarle los intereses acumulados por el depósito de garantía, sujeto a cualquier deducción de ley. La tasa de interés se ajusta cada seis meses (el 1° de enero y el 1° de julio).

**P. ¿Después de mudarme de mi unidad, cuánto tiempo tiene mi arrendador para regresarme el depósito?**

**R.** Su arrendador tiene 45 días para regresarle el depósito con intereses o notificarle por escrito que él o ella conservará el depósito y lo descontará del costo de los gastos de los cuales usted sea responsable, como la reparación de los daños que usted haya causado a la propiedad. Usted debe recibir la notificación en persona o a través de un correo certificado enviado a su última dirección conocida. Nota: su arrendador solo debe pagarle los intereses de su depósito de seguridad si vivió en la unidad durante un año o más.

**P. ¿Qué pasa si el arrendador conserva parte o la totalidad del depósito de garantía?**

**R.** El arrendador deberá regresarle el resto del depósito, de ser el caso, en los siguientes 30 días después de que le notifique que él o ella conservará el depósito de seguridad. El arrendador debe proporcionarle una declaración detallada de las reparaciones y otros usos a los cuales se haya destinado el depósito, así como también enumerar el costo de cada uno de estos usos.

**P. ¿En qué puede usar el depósito mi arrendador?**

**R.** En general, un arrendador puede usar el depósito de garantía para asegurarse de que usted haya cumplido sus obligaciones como arrendatario. Se exige al arrendador declarar por escrito los posibles usos que puede dar a su depósito, ya sea en el contrato de arrendamiento o en el recibo del depósito de garantía. Un arrendador puede, por ejemplo, declarar que su depósito puede ser usado para pagar los daños a la unidad de alquiler o como compensación en caso de que usted se mude y aún deba dinero del alquiler.

**P. ¿Mi arrendador puede exigirme pagos de reparación si yo no causé el daño?**

**R.** Su arrendador es responsable de pagar las reparaciones de su unidad de alquiler siempre y cuando ni usted, ni alguno de sus invitados, hayan causado los daños. Si usted o uno de sus invitados dañó la unidad de alquiler, incluso si fue accidentalmente o por descuido, entonces su arrendador puede cobrarle las reparaciones.

**P. ¿Mi arrendador puede ser penalizado por no enviarme una notificación formal sobre la razón por la que retiene mi depósito de garantía?**

**R.** Si su arrendador no le notificó formalmente y usted lo demanda para que le devuelva su depósito, el tribunal asumirá que usted tiene derecho al depósito completo y a cualquier interés. El arrendador tendrá que demostrar que usted no tiene derecho al reembolso del depósito ni a los intereses. Esto le dará una ventaja ya que, en la mayoría de las demandas, la persona que hace la demanda debe probar que él o ella debería ganar.

**P. ¿Cómo puedo recuperar mi depósito de garantía si mi arrendador lo retiene indebidamente?**

**R.** Existen varios pasos que debe dar. Primero, intente hablar con su arrendador o enviarle una carta de requerimiento para pedirle que cumpla con la ley. A veces, esto es suficiente para convencer al arrendador de que le regrese su depósito y así evitar perder tiempo y dinero en una demanda.

Es buena idea que se asesore con un abogado. La Oficina de Abogados de Arrendamientos (Office of the Tenant Advocate, OTA) podría ayudarle a contactar a su arrendador y ayudarle a recuperar su depósito. Puede contactar a la OTA al (202) 719-6560.

Puede presentar una demanda, generalmente en la corte de reclamos menores (Small Claims Court), para tratar de que el arrendador le regrese la cantidad que le debe. El formulario que se usa en los casos de reclamos menores es llamado Declaración de Reclamos. Si decide demandar a su arrendador, el costo administrativo de reclamos menores está entre \$5 y \$45, dependiendo de la cantidad que usted esté exigiendo. Si esta tarifa es muy elevada para usted, puede solicitar a la corte una exoneración de pago llenando una solicitud para proceder sin el pago previo de costos, importes o seguro (Application to Proceed Without Prepayment of Costs, Fees, or Scurity). La cantidad máxima de dinero a la que puede aspirar en un caso de reclamo menor es de \$10,000.

**P. ¿Puedo demandar por dinero adicional si mi arrendador no me regresa mi depósito de garantía?**

**R.** Usted podría tener derecho a lo que se denomina “daños triples” o triplicar el dinero que se le debe, si el tribunal determina que el arrendador actuó de mala fe. El término “mala fe” se refiere a cualquier razón deshonesto o infundada para no regresar el depósito. Olvidar regresar el depósito, mal juicio o la creencia honesta del arrendador de haber actuado correctamente no se consideran mala fe.

**P. ¿Qué puede hacer mi arrendador si el daño a mi unidad de alquiler u otros gastos son mayores a la cantidad de mi depósito de garantía?**

**R.** El arrendador puede demandarlo, usualmente en la corte de reclamos menores, para intentar iniciar un juicio por cualquier daño u otros gastos que sean mayores a su depósito de garantía. Si esto ocurre, puede contrademandar al arrendador si usted cree tener el derecho a que se le regrese una parte de su depósito de garantía. Si demanda al arrendador para que le regrese su depósito, su arrendador podría contrademandarlo por daños a la unidad de alquiler o por la suma que el arrendador alegue que usted le debe, por ejemplo, la de un alquiler no pagado.

**P. ¿Puede mi arrendador retener mi depósito si me mudo antes de la terminación de mi contrato, si me mudo sin darle una notificación con 30 días de antelación o si debo el alquiler por cualquier otra razón?**

**R.** Su contrato de arrendamiento o recibo de depósito de garantía debería enunciar las razones por las cuales el arrendador podría retener el depósito. El arrendatario que se mude antes de que el contrato escrito expire podría deber al arrendador las mensualidades hasta el término del contrato. La mayoría de los arrendatarios que alquilan por períodos mensuales, o después de que el contrato haya expirado, deben dar una notificación con 30 días de antelación antes de mudarse. El arrendatario que no lo haga podría deber al arrendador un mes adicional de alquiler. Su arrendador puede permitir que usted se mude sin que adeude alquiler adicional o, si el arrendador logra alquilar nuevamente la unidad, podría no adeudar la cantidad completa.

Normalmente, el arrendatario no puede solicitar el depósito de garantía hasta el último mes del alquiler, o cualquier otro gasto, sin el permiso del arrendador. Sin embargo, el arrendador podría tener derecho a retener su depósito bajo los términos de su contrato de arrendamiento o del recibo de depósito de garantía si usted se muda mientras debe dinero por concepto de alquiler u otros gastos.

Incluso aunque el arrendador no tenga derecho a retener su depósito de garantía bajo los términos de su contrato o recibo de depósito de garantía, si usted demanda al arrendador para que le devuelva su depósito, el arrendador podría contrademandarlo por el alquiler u otros gastos que usted adeude.

# EJEMPLO DE CARTA DE REQUERIMIENTO

[NOMBRE DEL ARRENDATARIO]  
[DIRECCIÓN]  
[CIUDAD, ESTADO, CÓDIGO POSTAL]

[FECHA]

[NOMBRE DEL ARRENDATARIO]  
[DIRECCIÓN]  
[CIUDAD, ESTADO, CÓDIGO POSTAL]

Estimado Sr(a). [ARRENDADOR]:

Como sabe, me mudé de [DIRECCIÓN COMPLETA DE LA RESIDENCIA PREVIA DEL ARRENDATARIO] el [FECHA] y le entregué las llaves en ese momento. También le di mi nueva dirección. Cuando me mudé a la unidad de alquiler, le pagué un depósito de garantía por la cantidad de [\$XXX.XX]. Le escribo para solicitarle que me regrese el depósito de seguridad inmediatamente.

[SOLO INCLUYA LOS SIGUIENTES PÁRRAFOS QUE APLIQUEN]

Ya han pasado más de 45 días desde que me mudé y usted no me ha entregado ninguna notificación escrita sobre si me regresará mi depósito de garantía. Las regulaciones municipales del D. C., Título 14, Sección 309.1, le exigen que me regrese mi depósito o me notifique sus planes de retener parte o la totalidad del depósito, dentro de los siguientes 45 días del término de mi contrato de alquiler.

Ya han pasado más de 30 días desde que me notificó que retendría parte de mi depósito de garantía. Las regulaciones municipales del D. C., Título 14, Sección 309.2, le exigen que me regrese el saldo restante de mi depósito junto con una declaración detallada de cada una de las reparaciones o usos autorizados en mi contrato de arrendamiento.

Dado que viví en la unidad de alquiler por al menos doce meses, usted está obligado a pagarme los intereses de mi depósito de garantía, a menos que pueda demostrar que usó los intereses para pagar reparaciones u otros usos autorizados en mi contrato de arrendamiento.

En su carta fechada [FECHA], usted informó que retendría [parte de] mi depósito para pagar varias reparaciones u otros gastos que incluyen [LISTA]. Estoy en desacuerdo con estos gastos porque [EXPLICAR].

Espero que podamos resolver esta disputa sin ir a tribunales. Sin embargo, si no me regresa [\$XXX.XX] para el [FECHA], no tendré más opción que ejercer mi derecho legal de demandarlo en el Tribunal Superior del D.C.

Por favor contácteme al teléfono (XXX) XXX-XXXX si desea discutir este asunto. También puede enviar el depósito a la dirección especificada arriba.

Saludos,

## SAMPLE DEMAND LETTER

[TENANT'S NAME]

[ADDRESS]

[CITY, STATE, ZIP]

[DATE]

[LANDLORD'S NAME]

[ADDRESS]

[CITY, STATE, ZIP]

Dear [LANDLORD]:

As you know, I moved out of [COMPLETE ADDRESS OF TENANT'S FORMER RESIDENCE] on [DATE] and gave you the keys at the time. I also gave you my new address. When I moved into the rental unit, I paid you a security deposit in the amount of [\$XXX.XX]. I am writing to request that you return my security deposit immediately.

[ONLY INCLUDE THE PARAGRAPHS BELOW THAT APPLY]

It has now been more than 45 days since I moved out, and you have not given me any written notice about whether you will refund my security deposit to me. You are required by D.C. Municipal Regulations, Title 14, Section 309.1 to return my deposit or to notify me that you plan to withhold some or all of the deposit within 45 days of the end of my tenancy.

It has now been more than 30 days since you notified me that you would be withholding some of my security deposit. You are required by the D.C. Municipal Regulations, Title 14, Section 309.2 to return the balance of my deposit along with an itemized statement of each repair or other use authorized by my lease.

Because I lived in the rental unit for at least twelve months, you are required to pay interest on my security deposit, unless you can show that you used the interest for a repair or other use authorized by my lease.

In your letter dated [DATE], you stated that you are withholding [part of] my deposit for various repairs or other charges including [LIST]. I dispute these charges because [EXPLAIN].

I hope that we can resolve this dispute without going to court. However, if you do not return [\$XXX.XX] to me by [DATE], I will have no choice but to exercise my legal option to sue you in D.C. Superior Court.

Please contact me by phone at (XXX) XXX-XXXX if you wish to discuss this. You can send the deposit to the address listed above.

Sincerely,



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION  
SMALL CLAIMS AND CONCILIATION BRANCH  
INFORMATION SHEET**

**CLERK WRITE  
CASE NUMBER**

**NAME OF PERSON FILING LAWSUIT**

Case No: \_\_\_\_\_

Plaintiff

Vs

**NAME OF PERSON BEING SUED**

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

**DATE OF FILING**

Defendant

<b>NAME OF PERSON FILING LAWSUIT</b>		<p><b>PLACE CHECK MARK IN THE APPROPRIATE BOX; IF OTHER WRITE YOUR RELATIONSHIP</b></p>
Name: <i>(please print)</i>		
<b>NAME OF LAW FIRM</b>	<b>ATTY. BAR NUMBER</b>	
Relationship to Lawsuit		
<input type="checkbox"/> Attorney for Plaintiff		
<input type="checkbox"/> Self (Pro Se)		
<input type="checkbox"/> Other:		
<b>TELEPHONE NUMBER</b>		
Telephone No: _____	6 Digit Unified Bar No. _____	
Do you need an interpreter for your case? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type: _____		
<b>CHECK YES OR NO</b>		<b>TYPE OF INTERPRETER NEEDED</b>
<b>CHECK ONE BOX</b>		
<input type="checkbox"/> \$1 - \$500 <input type="checkbox"/> \$500.01 - \$2,500 <input type="checkbox"/> \$2,500.01 - \$5,000		
PENDING CASE(S) RELATED TO THE ACTION BEING FILED:		
Case No: _____ <b>CASE NUMBER OF ANY CASES RELATED TO THIS LAWSUIT</b> _____		
NATURE OF SUIT: <i>(Check Appropriate Box(es))</i>		
A. CONTRACTS – a claim based on an agreement between parties made either orally or in writing		
<input type="checkbox"/> Debt Suit <input type="checkbox"/> Breach of Warranty <input type="checkbox"/> Negotiable Instrument <input type="checkbox"/> Personal Property <input type="checkbox"/> Loan <input type="checkbox"/> Rent Due <input type="checkbox"/> Unpaid Wages <input type="checkbox"/> Services Rendered <input type="checkbox"/> Security Deposit <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Home Improvement Contract <input type="checkbox"/> Oral		
<b>CHECK THE APPROPRIATE BOX THAT DESCRIBES YOUR CLAIM.</b>		
B. PROPERTY TORTS – a claim for an injury or wrong committed on the property of another		
<input type="checkbox"/> Automobile <input type="checkbox"/> Conversion <input type="checkbox"/> Spill/Lifting <input type="checkbox"/> Property Damage <input type="checkbox"/> Destruction of Property <input type="checkbox"/> Trespass		
<b>IF THE CLAIM IS FOR MEDICAL MALPRACTICE, YOU MUST CHECK YES OR NO.</b>		
C. PERSONAL TORT – a claim for an injury or wrong committed on the person of another		
<input type="checkbox"/> Assault and Battery <input type="checkbox"/> False Witness <input type="checkbox"/> Libel and Slander <input type="checkbox"/> Automobile <input type="checkbox"/> Personal Injury <input type="checkbox"/> Negligence <input type="checkbox"/> Harassment <input type="checkbox"/> Fraudulent Misrepresentation <input type="checkbox"/> Slip and Fall		
D. <input type="checkbox"/> UNIFORM ARBITRATION ACT – an action based on an arbitration agreement		G. <input type="checkbox"/> SUBROGATION – a claim filed by one person in the place of another
E. <input type="checkbox"/> FOREIGN JUDGMENT- a judgment, decree or order filed from another jurisdiction		H. <input type="checkbox"/> COLLECTION- a claim filed by a seller or lender to collect a consumer debt
F. <input type="checkbox"/> MEDICAL MALPRACTICE – a claim against a healthcare provider for professional misconduct		
Have you given notice of intention to file your lawsuit 90 days prior to filing? <input type="checkbox"/> Yes <input type="checkbox"/> No		



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION  
SMALL CLAIMS AND CONCILIATION BRANCH  
INFORMATION SHEET**

\_\_\_\_\_  
Plaintiff

**vs**

\_\_\_\_\_  
Defendant

Case No: \_\_\_\_\_

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

Name: <i>(please print)</i> _____		Relationship to Lawsuit
Firm Name, if applicable _____		<input type="checkbox"/> Attorney for Plaintiff
Telephone No: _____ 6 Digit Unified Bar No. _____		<input type="checkbox"/> Self (Pro Se)
		<input type="checkbox"/> Other: _____
Do you need an interpreter for your case? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type: _____		
AMOUNT IN CONTROVERSY: <input type="checkbox"/> \$1 -\$500 <input type="checkbox"/> \$500.01 - \$2,500 <input type="checkbox"/> \$2,500.01 - \$5,000		
PENDING CASE(S) RELATED TO THE ACTION BEING FILED:		
Case No: _____	Case No: _____	
NATURE OF SUIT: <i>(Check One Box Only)</i>		
<b>A. CONTRACTS – a claim based on an agreement between parties made either orally or in writing</b>		
<input type="checkbox"/> Debt Suit	<input type="checkbox"/> Breach of Warranty	<input type="checkbox"/> Negotiable Instrument
<input type="checkbox"/> Personal Property	<input type="checkbox"/> Loan	<input type="checkbox"/> Rent Due
<input type="checkbox"/> Unpaid Wages	<input type="checkbox"/> Services Rendered	<input type="checkbox"/> Security Deposit
<input type="checkbox"/> Breach of Contract	<input type="checkbox"/> Home Improvement Contract	<input type="checkbox"/> Oral
<b>B. PROPERTY TORTS – a claim for an injury or wrong committed on the property of another</b>		
<input type="checkbox"/> Automobile	<input type="checkbox"/> Conversion	<input type="checkbox"/> Shop Lifting
<input type="checkbox"/> Property Damage	<input type="checkbox"/> Destruction of Property	<input type="checkbox"/> Trespass
<b>C. PERSONAL TORT – a claim for an injury or wrong committed on the person of another</b>		
<input type="checkbox"/> Assault and Battery	<input type="checkbox"/> False Witness	<input type="checkbox"/> Libel and Slander
<input type="checkbox"/> Automobile	<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Negligence
<input type="checkbox"/> Harassment	<input type="checkbox"/> Fraudulent Misrepresentation	<input type="checkbox"/> Slip and Fall
D. <input type="checkbox"/> UNIFORM ARBITRATION ACT – an action based on an arbitration agreement	G. <input type="checkbox"/> SUBROGATION – a claim filed by one person in the place of another	
E. <input type="checkbox"/> FOREIGN JUDGMENT- a judgment, decree or order filed from another jurisdiction	H. <input type="checkbox"/> COLLECTION- a claim filed by a seller or lender to collect a consumer debt	
F. <input type="checkbox"/> MEDICAL MALPRACTICE – a claim against a healthcare provider for professional misconduct		
Have you given notice of intention to file your lawsuit 90 days prior to filing? <input type="checkbox"/> Yes <input type="checkbox"/> No		



# Superior Court of the District of Columbia

Small Claims Form 11

General

**CIVIL DIVISION**  
SMALL CLAIMS AND CONCILIATION BRANCH  
Bldg. B, 510 4th Street, N.W., RM -120  
WASHINGTON, D.C. 20001 TELEPHONE 879-1120

**NAME OF PERSON/COMPANY FILING CLAIM**

*Plaintiff(s)*

(1) **NAME OF PERSON/COMPANY BEING SUED**

*Defendant(s)*

**NAME OF 2ND PLAINTIFF, IF APPLICABLE**

(2) **NAME OF 2<sup>ND</sup> DEFENDANT, IF APPLICABLE**

**STREET ADDRESS, CITY, STATE AND ZIP CODE**

(3) **NAME OF 3<sup>RD</sup> DEFENDANT, IF APPLICABLE**

*Address*

*Zip Code*

Phone No. **PLAINTIFF'S TELEPHONE NUMBER**

No. SC **CLERK - WRITE CASE NUMBER**

## STATEMENT OF CLAIM

**PRINT A SIMPLE BUT COMPLETE STATEMENT AS TO WHY YOU ARE SUING THE**

**DEFENDANT INCLUDING WHAT HAPPENED, DATES OF INCIDENT, PLACE OF INCIDENT**

**AND THE AMOUNT OF YOUR CLAIM. ATTACHED ARE SAMPLE STATEMENTS.**

DISTRICT OF COLUMBIA, ss: **PLAINTIFF'S FULL NAME** being first duly sworn on oath says the foregoing is a just and true statement of the amount owing by the defendant to plaintiff, exclusive of all set-offs and just grounds of defense.

**PLAINTIFF'S SIGNATURE AND PRINTED NAME**

*Plaintiff/Agent (Sign and Print Name)*

**PLAINTIFF'S STREET ADDRESS**

*Address*

**PLAINTIFF'S CITY, STATE, ZIP CODE**

*City/State/Zip Code*

Phone No.: **PLAINTIFF'S PHONE NUMBER**

Title: **TITLE OF AGENT, IF APPLICABLE**

Subscribed and sworn to before me this **CLERK OR NOTARY - DATE** day of \_\_\_\_\_, 20\_\_\_\_

*(month and year)*

**CLERK OR NOTARY - SIGN**

*Deputy Clerk (or notary public)*

*Attorney for Plaintiff (Sign and Print Name)*

**FOR ATTORNEY'S ONLY**

*Address*

*Zip Code*

Bar No.: \_\_\_\_\_ *Phone No.:* \_\_\_\_\_

## NOTICE (All parties must notify the court of any address changes.)

To: (1) **NAME OF PERSON/COMPANY TO BE SERVED**

*Defendant*

**COMPLETE ADDRESS OF PERSON TO BE SERVED**

*Address* \_\_\_\_\_ *Zip Code* \_\_\_\_\_

**CHECK HOME OR BUSINESS**

Home

Business

To: (2) **NAME OF 2<sup>ND</sup> DEFENDANT TO BE SERVED**

*Defendant*

**COMPLETE ADDRESS OF 2<sup>ND</sup> DEFENDANT**

*Address* \_\_\_\_\_ *Zip Code* \_\_\_\_\_

**CHECK HOME OR BUSINESS**

Home

Business

You are hereby notified that **NAME OF PERSON/COMPANY FILING CLAIM** has made a claim and is requesting judgment against you in the sum of **AMOUNT OF THE CLAIM IN WORD FORM** dollars \$ **CLAIM AMOUNT**

as shown by the foregoing statement. The court will hold a hearing upon this claim on **DATE OF HEARING** at 9:00 a.m. in the Small Claims and Conciliation Courtroom 119, Bldg. B, 510 4th Street, N.W.,

SEE REVERSE SIDE FOR COMPLETE INSTRUCTIONS BRING THIS NOTICE WITH YOU AT ALL TIMES

*Deputy Clerk*

*Small Claims and Conciliation Branch*

**Filer must complete all sections in red.**

**Clerk, notary or attorney will complete sections in blue.**

## SAMPLE STATEMENTS

### **CONTRACT**

Plaintiff sues defendant for money due on a contract and states as follows: \$amount of claim plus interest and court costs. The Parties entered into a contract on date of incident a copy of which is attached hereto. Defendant has failed to perform as follows: explain how the defendant failed to perform the contract.

### **AUTOMOBILE COLLISION – ONE DEFENDANT**

For damages to Plaintiff's automobile when in a collision with the automobile of the Defendant at address of incident on date of incident. \$ amount of claim plus interest and court costs.

### **AUTOMOBILE COLLISION – TWO DEFENDANTS**

For damages to Plaintiff's automobile when in a collision with the automobile owned by Defendant name of owner of vehicle at and driven by Defendant name of driver of vehicle at address of incident on date of incident \$amount of claim plus interest and court costs.

### **AUTOMOBILE – PARKED**

For damages to Plaintiff's automobile while parked at address of incident when struck by the automobile of Defendant on date of incident \$amount of claim plus interest and court costs.

### **AUTOMOBILE – CUSTODY**

For damages to Plaintiff's automobile while in custody of the Defendant at address of incident on date of incident. \$amount of claim plus interest and court costs.

### **DEPOSIT – MERCHANDISE**

For return of a deposit in the amount of \$ amount of claim paid to Defendant on date of incident for merchandise, to which deposit Plaintiff is entitled because: explain why Plaintiff is entitled to the deposit plus interest and court costs.

### **DEPOSIT – APARTMENT**

For return of a deposit paid to the Defendant on date of incident for Apartment # apartment number at street address of apartment \$ amount of claim plus interest and court costs.

### **DEPOSIT – SECURITY**

For return of a security deposit paid to the Defendant on date of incident for Apartment # apartment number at street address of apartment withheld by the defendant since date deposit was due from defendant \$ amount of claim plus interest and court costs.

# Superior Court of the District of Columbia

Small Claims Form 11

## CIVIL DIVISION

General

SMALL CLAIMS AND CONCILIATION BRANCH  
Bldg. B, 510 4th Street, N.W., RM -120  
WASHINGTON, D.C. 20001 TELEPHONE 879-1120

\_\_\_\_\_ (1) \_\_\_\_\_  
*Plaintiff(s)* *Defendant(s)*

\_\_\_\_\_ vs. \_\_\_\_\_ (2) \_\_\_\_\_

\_\_\_\_\_ (3) \_\_\_\_\_

*Address* \_\_\_\_\_ *Zip Code* \_\_\_\_\_  
 Phone No. \_\_\_\_\_ No. SC \_\_\_\_\_

### STATEMENT OF CLAIM

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DISTRICT OF COLUMBIA, ss: \_\_\_\_\_ being first duly sworn on oath says the foregoing is a just and true statement of the amount owing by the defendant to plaintiff, exclusive of all set-offs and just grounds of defense.

\_\_\_\_\_  
*Plaintiff/Agent (Sign and Print Name)* *Address*

\_\_\_\_\_  
*Title:* \_\_\_\_\_ *City/State/Zip Code*

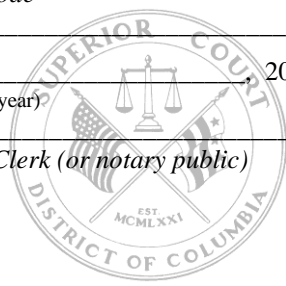
\_\_\_\_\_  
*Phone No.:* \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(month and year)

\_\_\_\_\_  
*Attorney for Plaintiff (Sign and Print Name)*

\_\_\_\_\_  
*Address* \_\_\_\_\_ *Zip Code* \_\_\_\_\_

\_\_\_\_\_  
*Bar No.:* \_\_\_\_\_ *Phone No.:* \_\_\_\_\_



### NOTICE (All parties must notify the court of any address changes.)

To: \_\_\_\_\_ (1) \_\_\_\_\_ (2) \_\_\_\_\_  
*Defendant* *Defendant*

*Address* \_\_\_\_\_ *Zip Code* \_\_\_\_\_ *Address* \_\_\_\_\_ *Zip Code* \_\_\_\_\_  
 *Home*  *Business*  *Home*  *Business*

You are hereby notified that \_\_\_\_\_ has made a claim and is requesting judgment against you in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), as shown by the foregoing statement. The court will hold a hearing upon this claim on \_\_\_\_\_

at 9:00 a.m. in the Small Claims and Conciliation Courtroom 119, Bldg. B, 510 4th Street, N.W.,

SEE REVERSE SIDE FOR COMPLETE INSTRUCTIONS BRING THIS NOTICE WITH YOU AT ALL TIMES

## INSTRUCTIONS TO DEFENDANTS

**IMPORTANT:** IF YOU FAIL TO APPEAR AT THE TIME STATED OR AT ANY OTHER 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 STATEMENT OF CLAIM. IF THIS OCCURS, YOUR WAGES OR BANK ACCOUNT MAY BE ATTACHED OR WITHHELD OR ANY PERSONAL PROPERTY OWNED BY YOU MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. **DO NOT FAIL TO APPEAR AT THE REQUIRED TIME.**

Before any case goes to trial in the Small Claims and Conciliation Branch, a trained mediator will meet with all parties to see if a settlement can be worked out. If all parties are present when your case is called, you and the plaintiff will be able to see a mediator and hopefully settle your dispute without having to go to trial.

You may come with or without a lawyer. The Statement of Claim indicates whether the plaintiff has a lawyer. If the plaintiff does have a lawyer and you wish to dispute the claim, it would be in your best interest to have your own lawyer.

If you wish to have legal advice and feel that you cannot afford to pay a fee to a lawyer, you may contact the Neighborhood Legal Services Program at (202) 269-5100, the DC Law Students in Court Program at (202) 638-4798, Legal Counsel for the Elderly at (202) 434-2170 or the Legal Aid Society at (202) 628-1161. If you need further help, come to Building B, 510 4<sup>th</sup> Street, N.W., Room 120, for more information concerning places where you may ask for such help. You may also consult the legal aid directory on [www.lawhelp.org/dc](http://www.lawhelp.org/dc). Act promptly.

If it is impossible for you to appear on the date of trial, attempt to contact the Plaintiff to arrange a new date. If parties agree on a date, notify the clerk of the Small Claims Branch of this court in person or by phone of the new date. If parties cannot agree, you may contact the clerk who will inform you regarding procedures. If you do not appear on the new date, a judgment may be entered against you.

Whenever corresponding with the Small Claims clerk's office by mail, please include your case number and your date to appear in court.

You are given the following additional instructions in the event that you intend to appear without a lawyer:

If you have witnesses, books, receipts, or other writings bearing on this claim, you should bring them with you at the time of the hearing.

If you wish to have witnesses summoned, see the clerk at once for assistance.

If you admit the claim but desire additional time to pay, you must come to the hearing in person and state the circumstances to the Court.

**PUEDE OBTENERSE COPIAS DE ESTE FORMULARIO EN ESPAÑOL EN EL TRIBUNAL SUPERIOR DEL DISTRITO DEL COLUMBIA, BUILDING B, 510 4<sup>TH</sup> STREET N.W., SALA 120.**

**YOU MAY OBTAIN A COPY OF THIS FORM IN SPANISH AT THE SUPERIOR COURT OF D.C. BUILDING B, 510 4TH STREET N.W., ROOM 120.**

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
SMALL CLAIMS AND CONCILIATION BRANCH**

\_\_\_\_\_  
Plaintiff/Petitioner

v.

Case no: \_\_\_\_\_

\_\_\_\_\_  
Defendant/Respondent

**APPLICATION TO PROCEED WITHOUT PREPAYMENT  
OF COSTS, FEES, OR SECURITY  
Form 106A - SCB**

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.<sup>1</sup>

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Signature

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Address

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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”).

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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