

**30-DAY NOTICE TO CORRECT
VIOLATION OF OBLIGATION OF TENANCY OR VACATE
INSTRUCTIONS**

These instructions are to be used with a 30-DAY NOTICE TO CORRECT VIOLATION OF OBLIGATION OF TENANCY OR VACATE.

When to Use This Form: The 30-DAY NOTICE TO CORRECT VIOLATION OF OBLIGATION OF TENANCY OR VACATE is required before you can file an eviction lawsuit against your tenant based on the tenant's violation of a valid written lease or the tenant's violation of his or her responsibilities under the D.C. Housing Code. The violation of the lease or housing regulations must have occurred no more than six months before you issue this notice. D.C. law requires that you give the tenant a chance to correct the violations before you have the right to file a lawsuit to evict the tenant.

If the tenant has violated a written lease or the housing regulations and has also failed to pay rent, you can include the rent on this notice. If the tenant's only violation is failing to pay rent, you should use the 30-DAY NONPAYMENT NOTICE TO QUIT form instead, even if you do not have a written lease.

If you are having problems with a tenant but the tenant is not violating a written lease or the housing code and is still paying the rent, you cannot use this form, and you may want to talk to a lawyer about your options.

**COMPLETING THE 30-DAY NOTICE TO CORRECT
VIOLATION OF OBLIGATION OF TENANCY OR VACATE**

Tenant/Occupant: Print the name of person or persons who are living in the apartment, house, or room and who are responsible for complying with the lease or housing code. Only list adults

Date: Print the date that you complete the Notice.

Address: Print the address for the property where the tenant/occupant is living, including any room numbers or apartment numbers. Be sure to include the correct quadrant (NE, NW, SE, or SW) and the correct ZIP code. Repeat the property address in the next set of blanks, where it states, "You are hereby informed that you have been violating the obligation(s) of your tenancy at:"

Your Violation(s) Consist(s) of the Following: Write exactly what the tenant is doing that violates the written lease or the housing code. Do not write general statements like, "the tenant is uncooperative" or "unsanitary conditions." Instead, write a specific statement explaining, for example, what the tenant is doing that you find to be uncooperative that violates the lease or explain exactly what is unsanitary about the way the tenant is keeping the property.

Paragraph Numbers: If the tenant is violating a written lease, write the lease paragraphs that the tenant is violating in this space. If there are no paragraph numbers on your lease, you can write the page number and where the paragraph is on the page. For example, "Page 2, Second Full Paragraph." If the tenant's only violations are of the Housing Code, you can leave the paragraph number blank or write in the sections of the Housing Code the tenant is violating.

You Can Cure the Violation(s) By: Be specific and write exactly what you want the tenant to do or stop doing to correct the violations.

Registration/Exemption Number: Write the number that you were assigned by the Rental Accommodation Division of the Department of Housing and Community Development when you registered under the rent control laws. If you were provided an exemption number, you must also write the basis for the exemption.

Note on Registration/Exemption Number: It is important that you provide accurate information about the registration/exemption number that was provided to you by the Rental Accommodation Division of the Department of Housing and Community Development. If you are subject to rent control, you have a registration number. If you are exempt from rent control, then you have an exemption number. If you do not include a registration/exemption number, or include an inaccurate number, you may not be allowed to evict your tenant using this notice. If you are exempt from registration, you must also include the reason for your exemption or you may not be allowed to evict your tenant using this notice.

If you need to register under rent control or claim an exemption, you should contact the Rental Accommodation Division of the Department of Housing and Community Development. The phone number is (202) 442-9505 and the office is located at 1800 Martin Luther King, Jr. Avenue, SE, Washington, D.C. 20020. You should call before you go to the office to find out what you will need to bring with you. You should also contact this office if you are unsure of your registration/exemption number or the reason for your exemption.

Signature: Sign your name and print your address and phone number. Do not use the address of the property occupied by the Tenant unless you actually live or work there.

Spanish Copy: You must complete the blanks with the identical information on the Spanish-language copy of the notice. You may need to find someone who speaks English and Spanish to help you with this part of the form. If the tenant does speak Spanish, it is very important that the Spanish translation be accurate. If it is not accurate, you may not be able to evict the tenant based on the notice.

NEXT STEPS

Copies: After you have completed the form, you should make enough copies so that you can give one (1) to each tenant or occupant named in the notice. If you serve by posting and mailing, you should have one (1) copy for posting and one (1) copy for mailing for each tenant or occupant. You should also keep one (1) copy for your records.

Spanish Copy: The English and Spanish copy should be served together on each tenant, even if you do not think that anyone living in the property speaks Spanish.

Serving the Tenant(s) with the 30-DAY NOTICE TO CORRECT VIOLATION OF OBLIGATION OF TENANCY OR VACATE: Either you or some other person who is at least 18 years old must give the notice to the tenant(s). You can hire a professional process server, but you are not required to. If you do not serve the notice correctly, then the Court may dismiss your case.

There are four ways that you may give the notice to your tenant(s):

1. Personally: You may hand the notice directly to the tenant(s). This is the best way to make sure that the tenant gets the notice.
2. Substitute: If the tenant is not at home, you may hand the notice to some other person who lives in or is in possession of the property. If there is more than one tenant, you may give one of the tenants copies for all of the other tenants. Make sure that you leave enough copies for each tenant.

If you serve a tenant this way, make sure that the person you give the notice to is at least 16 years old and actually lives there and is not just a visitor. If you are not sure whether the person you are talking to is old enough or lives in the property, you may want to try again at another time.

3. Posting and mailing: If you have tried Number 1 (personal service) and Number 2 (substitute service) but you have been unable to find anyone you can give the notice to, then you are allowed to post the notice on the door of the property and mail a copy to the tenant by first-class mail, postage prepaid.

Before you are allowed to use posting and mailing, you must make a genuine effort to find the tenant at home and to serve the tenant with the notice in person. Usually, this means going to the property on at least two different days and during at least two parts of the day. For example, if you try once during normal working hours, you may want to try again on a different day, either before or after working hours, or during the weekend.

If you know the tenant's schedule, you should go to the property when you think the tenant or occupant will be at home. If you know that the tenant does not currently live in the residence, you should not resort to service by

posting and mailing, and may want to consider hiring a professional process server to accomplish personal service on the tenant.

If you serve the notice by posting and mailing, you must post enough copies of the notice for each tenant, and you must also mail copies to each tenant. You must mail the copies within three (3) calendar days after you post it on the door. You cannot mail the notice before you post it.

Posting means taping or tacking the notice to the door of the property. It is not valid service to slide the notice under the door, place it in the mailbox, or enter the property and leave it inside. If there is more than one unit in the building, the notice must be posted on the door to the room or unit occupied by the tenant who has not paid the rent. Do not post the notice on the front door of a building with more than one apartment or on the front door of the house if the tenant is renting a single room.

4. Registered mail: You may also send the notice by registered mail. If you use registered mail, the tenant must sign for the notice him or herself. If someone other than the tenant signs for the notice, you will have to send the notice again until the tenant actually signs for it or use some other way of delivering the notice (see Numbers 1, 2, and 3 above). If you use registered mail, you must be able to obtain proof from the post office that the tenant actually signed for the notice, such as a return receipt.

Serving the Rent Administrator with the 30-DAY NOTICE TO CORRECT VIOLATION OF OBLIGATION OF TENANCY OR VACATE: After you serve the tenant with the 30-day notice, you must serve a copy of the notice on the Rent Administrator not more than five (5) days after service on the tenant. You can do this by either mailing or hand-delivering a copy to the Housing Regulation Administration, 1800 Martin Luther King, Jr. Avenue, SE, Washington, D.C. 20020. The phone number is (202) 442-9505. If you hand-deliver a copy of the notice, they will stamp your copy with the date that you delivered the notice.

Section 8 Housing Choice Voucher Landlords: If some of the tenant's rent is or should be paid by the Section 8 Housing Choice Voucher program, then you must send the D.C. Housing Authority a copy of the 30-day notice. The address is 1133 North Capitol, NE, Washington, DC 20002.

In some situations, a Section 8 Housing Choice Voucher landlord is allowed to serve a notice to vacate that does not include a right to correct the problem if the tenant(s), occupants(s), or their guests have engaged in certain types of drug-related and/or other criminal activity. You may want to speak to a lawyer if you think that you should be able to serve a notice to vacate that does not give the tenant a chance to fix the problem and avoid eviction.

Keep a Record: The person who serves the notice should keep a record of how he or she served the notice, including the dates and times when he or she tried to serve the tenant(s) and any details that might prove that the notice was actually served, such as the name, age, and physical description of the person(s) the notice was given to or a physical description of the property where the notice was posted along with the date the notice was mailed. If you use certified mail, make sure you have records of when the notice was delivered and who signed for it. If service is by posting and mailing, the affidavit should include any additional information, if any, about why the person who served the notice went to the property at certain times before posting the notice, such as because they knew the tenant's work schedule.

You should also keep a record of how and when you sent your notice to the Rent Administrator and, if required, to the D.C. Housing Authority.

Affidavit of Service: An Affidavit of Service has been included in this packet for you to record how the tenant(s) or occupant(s) were served. You will need to complete a separate affidavit of service for each tenant or occupant. The person who accomplishes service should fill out the Affidavit of Service and should write their name, age, date of birth, and business address in the spaces provided at the top of the form and should sign and date the bottom of the form when they complete it.

The person who completes the Affidavit of Service should complete the rest of the form using the guidelines below:

For personal service: If personal service is achieved, write the time and date that the tenant or occupant was served the notice on line 4. Next check the box for personal service and write the name of the tenant or occupant served. Then, in the space provided after "Explanations and Descriptions" you should provide a physical description of the tenant or occupant served.

For substitute service: If substitute service is achieved, write the time and date that the notice was served on line 4. Next check the box for substitute service and write the name of the person served. Then, in the space provided after "Explanations and Descriptions" you should provide a physical description of the person served.

For service by posting and mailing: If you served by posting and mailing, write the time and date that the notice was served on line 4. Next check the box for posting service and list the time and date of the first unsuccessful attempt at personal service. Then list the date that the notice was sent by first-class mail, postage prepaid, to the premises. Finally, in the space provided after "Explanations and Descriptions" you should provide a description of where the notice was posted, including the location in the building, a physical description of the premises, and/or any other information that would help the court determine if service was proper.

For registered mail: If the notice was served by registered mail, write the time and date that the tenant signed for the mail on line 4. Next check the box for registered mail.

Time for the Tenant to Correct or Vacate: You must give the tenant at least 30 days to correct the problems or move out of the property. You must count the 30 days from the day the notice was actually given to the tenant, even if there is a different date on the notice, and you do not count the day that you served the notice. For example, if you give the tenant the notice on February 10, the earliest you could file the lawsuit would be March 13.

There is one important exception to the 30-day rule. If you are issuing the notice because the tenant pays the rent consistently or habitually late in violation of a written lease, you may have to give the tenant extra time to pay the rent on time. You must wait until after the first day of the rental period immediately following the lapse of the 30-day notice, unless you give the tenant the notice exactly 30 days before the next time the rent is due. For example, if rent is due on the first day of the month, and you serve the notice on February 10, the earliest the lawsuit could be filed would be April 2.

Filing a Lawsuit: You may file a Complaint in the Landlord and Tenant Court to have the tenant evicted if the tenant does not correct the violations or move out of the property within the time allowed by the notice.

If the tenant corrects the violations during the time allowed by the notice, then you cannot file a Complaint to have the tenant evicted. If the tenant starts violating the lease again in the same way, you may have to serve a new 30-day notice. You may want to speak to a lawyer if this happens. If the tenant starts violating the lease in a different way, you are required to serve the tenant a new 30-day notice and give the tenant the chance to stop violating the lease.

If the tenant moves out before you file a Complaint to have the tenant evicted, you cannot file a Complaint in the Landlord and Tenant Court. If the tenant still owes you money for rent or other charges, you may be able to file a lawsuit in Small Claims Court or Civil Court to collect the money.

It is important to remember that it is illegal to evict tenants without using the court process. If the tenant fails to correct the violations or move out after the 30 days, then you must file a Complaint in the Landlord and Tenant Court to have the tenant evicted. It is illegal to change the locks, evict the tenant yourself, or turn off the heat, water, or other services.

**30-DAY NOTICE TO CORRECT VIOLATION OF OBLIGATION
OF TENANCY OR VACATE**

Tenant/Occupant: _____ Date: _____

Tenant/Occupant Address: _____

Washington, D.C., (ZIP Code): _____

This Notice is being sent to you pursuant to Section 501(b) of the District of Columbia Rental Housing Act of 1985, D.C. Law 6-10.

Section 501(b) states that a Landlord may recover possession of a rental unit where the Tenant is violating an obligation of tenancy and fails to correct the violation within thirty (30) days after receiving from the Landlord a notice to correct or vacate. [Note: A violation for habitual or consistent late payment of rent may extend the time the Tenant has to correct the violation until the first day of the rental period immediately following the lapse of the thirty (30) day notice.]

You are hereby informed that you have been violating the obligation(s) of

your tenancy at: _____

Washington, D.C., (ZIP Code): _____

Your violation(s) consist(s) of the following:

This conduct violates paragraph(s)# _____ of the lease or the Rules and Regulations incorporated into your lease, or violates requirements of the D.C. Housing Code. You can cure the violation(s) by:

You have thirty (30) days from the first day after service of this Notice to cure the foregoing violation(s), in which case this Notice shall be deemed withdrawn. This is the only Notice you will receive.

If within this thirty (30) day period you fail to either correct the violation(s) of your tenancy or vacate, your Landlord can take such steps as are appropriate to evict you. In order for your Landlord to evict you, your Landlord first must file in D.C. Superior Court a suit for possession of the property based upon your failure to either correct the violation(s) of your tenancy or to vacate.

You still must pay promptly all future rents when due. The rent for the premises is due, in accordance with your lease, up to and including the date by which you are required to quit and vacate. Also, you will be liable for use and occupancy of the premises if you fail to vacate by the date specified in this Notice. This Notice shall not relieve you from any claims for other violations that may arise out of the lease agreement, nor shall it relieve you from any claim for damages to the premises, should they occur. If the Landlord accepts payments after the date this Notice is served, the Landlord is not agreeing to waive any of its rights under this Notice.

Service of this Notice is not an admission by the owner and/or agent that you are a tenant.

This property is registered with the Rental Accommodations and Conversion Division. The Landlord's Registration number is _____. Or, alternatively, the Landlord is exempt from registration. The Landlord's Exemption Number is _____. The basis for the Landlord's Exemption is _____.

Service of this Notice is not an admission by the owner and/or agent that the property is subject to any part of D.C. Law 6-10 and/or that you are entitled to raise that law as a defense to this Notice. Sending a copy of this Notice to the Rent Administrator is not an admission that the property is subject to the registration requirements of D.C. Law 6-10 and/or that you are entitled to raise registration as a defense to this Notice.

A copy of this Notice was or will be served upon the Rent Administrator at the Rental Accommodations Office, 1800 Martin Luther King Jr., Avenue, SE, Washington, DC 20020, 202.442.9505.

Landlord's or Agent's Signature

Address

Phone Number

**NOTIFICACIÓN DE DESALOJO A 30 DÍAS POR INCUMPLIMIENTO CON
EL CONTRATO O CON EL DESALOJO**

Inquilino/ Ocupante: _____ Fecha: _____

Dirección del inquilino/ propietario: _____

Washington, D.C., (Código postal): _____

Se le manda esta notificación según lo estipula la Ley de Inquilinato 6-10 del Distrito de Columbia Inciso 501(b).

El Inciso 501(b) dice que el arrendador puede recuperar el uso del inmueble cuando el inquilino no actúa de acuerdo con el contrato y no corrige la acción dentro del plazo de treinta (30) días después de recibir notificación del arrendador. [Nota: Si la acción en cuestión es el pago atrasado continuo del alquiler, se podría ampliar el plazo hasta el primer día de pago del alquiler, después de la notificación.]

Por medio de la presente se le informa de manera oficial que ha estado

Incumpliendo con sus obligaciones de inquilinato en : _____

Washington, D.C., (Código postal): _____.

Incumpliendo de la siguiente manera:

_____.

Dicho comportamiento incumple con el o los inciso(s) # _____ de las normas o reglas incorporadas en los cánones de arrendamiento, o de los requisitos estipulados en el Código de Vivienda del Distrito de Columbia. Puede corregir el incumplimiento de la siguiente manera:

_____.

A partir de la entrega de esta notificación, tiene treinta (30) días para cumplir con lo anterior para que la presente notificación sea retirada. Esta es la única notificación que recibirá.

Si no cumple con lo anterior ni desaloja el inmueble dentro del plazo de treinta (30) días, el propietario podrá tomar los pasos necesarios para desalojarlo. Para que esto ocurra, el propietario debe instaurar una demanda para la desocupación del inmueble si es que usted no corrigió las violaciones de su contrato o si no desalojó el lugar.

Usted todavía tiene que pagar el alquiler contratado. Dicho alquiler se debe pagar de acuerdo con el contrato hasta la fecha de desalojo, incluyendo la misma. Además, usted será responsable por el uso del inmueble si no lo desocupa para la fecha especificada en esta notificación. La presente notificación no lo libera de los reclamos por incumplimiento del contrato que puedan surgir, ni de los reclamos por daños en el inmueble, si existieren. Al aceptar el pago del alquiler después de la entrega formal de esta notificación, el arrendador no renuncia a ningún derecho vigente conforme a la misma.

La entrega oficial de esta notificación no es admisión por parte del propietario y/o su agente de que usted sea el inquilino.

Esta propiedad se encuentra registrada en la Sección de Alquiler de Alojamiento y Apropiación Indebida [Rental Accomodations and Conversion Division].

El número de Registro es _____.

O, alternativamente, el arrendador está exento. El número de Exención es _____.

La Exención del Arrendador está basada en _____.

La entrega de esta notificación no es admisión por parte del propietario o agente de que dicho domicilio se encuentre sujeto a cualquier parte de la Ley 6-10 del Distrito de Columbia y/o que usted tenga el derecho de presentar dicha ley como defensa a esta notificación. Al remitir una copia de esa notificación al Administrador de Alquiler, no se admite que el domicilio se encuentre sujeto a los requisitos de registro estipulado en la Ley 6-10 del Distrito de Columbia ni que se pueda presentar como defensa a esta notificación.

Se entregó o se hará entrega oficial de esta notificación al Administrador de Alquileres [Rent Administrator] en el despacho de "Alquiler de Alojamientos" [Rental Accommodations Division] 1800 Martin Luther King Jr., Avenue, SE, Washington, DC 20020, 202.442.9505.

Firma del arrendador o agente

Dirección

Teléfono

AFFIDAVIT OF SERVICE

1. My name is _____, and I am authorized to serve the attached 30-Day Notice to Correct Violation of Obligation of Tenancy or Vacate. I further declare that:

2. My age is _____ and my date of birth is _____.

3. My business address is _____.

4. At the following time _____ AM/PM and on the following date _____, 20____, I served the attached 30-Day Notice to Correct Violation of Obligation of Tenancy or Vacate in both English and Spanish (check only one):

By personal service upon _____.

By substitute service upon _____.

By posting service. My first attempt was at the following time _____ AM/PM and on the following date _____.

A copy also was sent by first-class mail, postage prepaid, to the premises on the following date _____.

By registered mail and the Tenant signed for the mail.

Explanations and Descriptions: _____

_____.

I declare under penalty of perjury that the foregoing is true and correct.

Process Server

Executed this _____ day of _____, 20____.