



# Residential Lease (For Use in Washington, DC)

**THIS LEASE**, is made \_\_\_\_\_ by and between \_\_\_\_\_, as Agent for Landlord \_\_\_\_\_ (hereinafter referred to as "Landlord" or "Landlord/Agent") and \_\_\_\_\_ (hereinafter referred to as "Tenant")

(the "Lease"), WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as \_\_\_\_\_ (the Premises") for the term of \_\_\_\_\_ beginning on the first day of \_\_\_\_\_ and ending on the last day of \_\_\_\_\_ (the "Term").  
Mail Box Number \_\_\_\_\_ Reserved Parking Space Number(s)/Location \_\_\_\_\_

### GENERAL PROVISIONS

#### 1. RENT:

Tenant covenants and agrees to pay rent in equal monthly installments of \$ \_\_\_\_\_ in advance on the first day of each and every month ("Rent Due Date") of said term. The total rent for the term of the Lease is \$ \_\_\_\_\_. Tenant is to pay one full month rent prior to commencement of occupancy. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant agrees to pay said rent to \_\_\_\_\_ at \_\_\_\_\_

(or at such other place as Landlord/Agent may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may use any remedy afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

#### 2. TENANT LIABILITY:

Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with the applicable law.

#### 3. PRO RATA

It is additionally understood and agreed that Tenant is to commence occupancy of the premises on \_\_\_\_\_. On \_\_\_\_\_ the sum of \$ \_\_\_\_\_ shall be due as "pro rata" rent for the period \_\_\_\_\_ through \_\_\_\_\_.

#### 4. ADDITIONAL CHARGES

Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within five (5) days of the date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the monthly rent. However, the five (5) day late period is only for the assessment of late fees, and the rent is due and payable on the first of each month. The late charge is due thirty (30) day from date assessed. Such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing in this lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by the District of Columbia law) of \_\_\_\_\_ will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

#### 5. SECURITY DEPOSIT:

Landlord hereby acknowledges receipt of the sum of \$ \_\_\_\_\_ (an amount not to exceed the first full month's rent) which is to be retained as a security deposit for the performance by Tenant of all covenants, conditions and terms of this Lease, to be held and deposited in accordance with the applicable provisions of the Housing Regulations of the District of Columbia. Landlord shall not be obligated to apply the same on rent or other charges and arrears or on damages for Tenant's failure to perform said covenants, conditions and terms, although Landlord may so apply the security at Landlord's option. Tenant's loss or Tenant's right to possession of the premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord or Agent holds the security deposit. In the event Landlord repossesses said premises because of the Tenant's default or because of Tenant's failure to carry out the covenants, conditions and terms of this Lease, Landlord may apply such security on account of all damages suffered by reason of Tenant's default or breach.

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Pursuant to the D.C. Housing Code, after a tenancy is terminated, Landlord has forty-five (45) days to return the deposit, or notify the Tenant in writing of his or her intention to withhold and apply the monies toward expenses incurred under the terms and conditions of this lease. If Landlord elects to apply the security deposit to monies owed by the Tenant to the Landlord, either for rent, additional rent, or damages, then Landlord shall notify Tenant that he/she intends to withhold the deposit and Landlord has thirty (30) days, from the date the Tenant was first notified, to refund the balance of the deposit that was not used to pay costs of expenses incurred, and at the same time must provide Tenant with an itemized statement, including costs, of the repairs for which the money was spent.

All utility services in the premises shall be ordered disconnected and all final bills paid by Tenant, with proof of receipts, before any part of the security deposit will be returned. Interest shall be paid or credited Tenant in accordance with the provisions of said Housing Regulations. NO PORTION OF SAID DEPOSIT SHALL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the transferee, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor. The Landlord, or Landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the Tenant for the maintenance of the security deposit as required by law.

**6. POSSESSION:**

In the event that Landlord is unable to deliver possession of the premises at the commencement of the tenancy, Landlord agrees to use whatever efforts are, in his determination, reasonable to secure possession of the premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over, but in no event shall Landlord, Agent or the manager of the premises be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this Lease until the premises are available for occupancy by Tenant.

**7. USES/AUTHORIZED OCCUPANTS**

The premises will be used solely for residential purposes and be occupied by no more than \_\_\_\_\_ persons, including children. The following persons and no others, except after born children, children adopted by tenant, or children of whom tenant is appointed guardian are authorized by Landlord to reside within the demised premises: \_\_\_\_\_

Tenant will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal and local laws and ordinances. Tenant shall not permit any person on the premises with the tenant's permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises or in the common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting family members and guests from possessing or bringing onto the leased premises or common areas any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises or common areas by the Tenant, family or guests shall constitute a substantial breach of this Lease by the Tenant, which shall entitle Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises or common areas by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of neighbors or, if applicable, common areas.

**8. COMMON OWNERSHIP COMMUNITY RULES AND REGULATIONS**

Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or hereafter in effect by the \_\_\_\_\_ (print name of common ownership community, if applicable). A copy of this Lease Agreement must be submitted to the common ownership community, if required. Any obligation of the owner that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the rules and regulations. Failure to cure any on-going violations of the Rules and Regulations by the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result thereof.

The provisions herein, notwithstanding, if the legal documents and rules and regulations of the named Association prohibit subleasing, Landlord/Agent need not consent to an assignment or sublease of the premises.

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**FOR CONDOMINIUMS/COOPERATIVES ONLY:** In addition to the rights of Landlord under this Lease and at law or in equity in the event of any such breach by Tenant, the Condominium/Cooperative /Home Owners association shall have the right and authority to bring legal action and/or equitable action against Tenant and/or such occupant(s) for such failure to comply with such rules, notices, bylaws, or regulations and to enforce the same against Tenant and/or such occupant(s) as the Condominium/Cooperative association's governing documents may allow.

## 9. PETS/SERVICE ANIMALS

- A. Pets:** (This paragraph does not apply to service animals covered by American with Disabilities Act (ADA).) Tenant shall not keep or allow pet(s) on premises except as follows or with the subsequent written consent of Landlord/Agent. The following pet(s) may be kept on the premises:

Yes  No  # ALLOWED \_\_\_\_\_ TYPE OF PET(S) \_\_\_\_\_ WEIGHT \_\_\_\_\_

Should the above consent be given, Tenant agrees to arrange for and pay the costs of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy, Landlord has the right to pre-approve the carpet cleaning company. Paid receipts for such cleaning and treatment must be provided to Landlord/Agent. Tenant further agrees to assume all liability and to be responsible for any damage caused by said pet(s) such as, but not limited to damage to carpets, subflooring and wood floors, screens, glass and frames and landscaping. Tenant must comply with any pet ordinances enacted by the local authorities, homeowners or condominium associations. Tenant shall not keep any pet on the premises if the pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance. Tenant assumes full liability for the results of any actions of pet.

If Tenant permits or harbors a pet on the premises without: 1) permission of Landlord/Agent and 2) payment of an additional required deposit, Tenant shall be in violation of the lease. If Tenant violates the "no pets" provision of the lease, Tenant agrees to pay, as additional rent \$ \_\_\_\_\_ per month per animal for each month violation exists, in addition to any damages, physical or otherwise, which in the opinion of Landlord/Agent were caused by the unauthorized animal on the premises. Agent also reserves the right to require removal of the animal from the premises, and require additional security deposit to be held for balance of the tenancy. *The combined total of any and all deposits may not exceed the equivalent of the first month's rent.*

- B. Service Animals:** If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service pet, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said including , but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

## 10. MAINTENANCE

- A. By Tenant:** Tenant must generally maintain the rental dwelling and other appurtenances such as garage or shed, if any, in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, resetting of circuit breakers, batteries and light bulbs; cleaning of carpets, chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers (to include dryer vent), window air conditioning units, humidifiers and de-humidifiers. Tenant is responsible for general control and elimination of household pests including, but not limited to, bed bugs, fleas, ticks, roaches, silverfish, ants, crickets and rodents.

Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and air gaps free of blockages, and operate all electrical and plumbing fixtures properly. Tenant must not refinish or shellac the wood floors. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

All garbage and trash must be placed by Tenant in suitable covered containers and disposed of in a clean and sanitary manner by depositing it appropriately for regular pick-up and removal or placing it in trash chutes or in a trash room in accordance with the rules and regulations applicable to the Premises. Tenant will abide by all local laws and regulations concerning the separation, special pickup and removal of recyclables. Any municipal fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.

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Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior written approval from the Landlord/Agent. The Landlord may consider the failure of the Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this Lease and may elect to take legal action to terminate this Lease. Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission (including a failure to report a problem to Landlord/Agent in a timely manner) by the Tenant, family, guests, employees, invitees or pets.

If Tenant and Landlord make arrangements for Tenant to meet vendor to make repairs or perform maintenance, and Tenant fails to meet vendor as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor as scheduled. Further, should tenant require that such vendor appointments be made during vendor's overtime hours, and the work required does not qualify as an emergency, Tenant shall be responsible for the additional charges incurred to accommodate said overtime request.

If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be re-keyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.

**FOR DETACHED/TOWNHOUSE/ROWHOUSE PROPERTIES ONLY:** Keeping up, preserving in good condition, and keeping trimmed any lawn, trees, vines, shrubbery and gardens; removing leaves, sticks and other debris that accumulate on the property; promptly removing ice and snow as necessary; keeping gutters, downspouts and exterior drains cleaned and cleared of leaves and other debris.

**B. By Landlord:** Landlord/Agent is responsible for replacement of or repairs to structural elements of the building (or unit to which this lease applies), major appliances (including washers/dryers and air conditioning, if furnished) and electrical, plumbing, and heating systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways. In the event of a bona fide emergency, and if after reasonable effort, notification to the Landlord/Agent is Landlord's expense, through a licensed and insured contractor. Tenant must immediately notify the Landlord in writing of such repairs.

**11. UTILITIES:**

Tenant must pay all applicable, individually metered gas, electricity or water utility charges. In instances where water is individually metered, Tenant shall be required to furnish a receipted water bill within 30 days after the termination of the lease, extension or renewals thereof or Landlord/Agent will deduct the amount of the final bill from Tenant's security deposit. Landlord shall provide one working phone jack and is not required to install nor maintain cable, additional phone jacks, cable wiring or multiple phone line access. Tenant may be required to remove satellite dishes and/or visible cables and to restore the premises to its original condition.

Tenant acknowledges responsibility for  Water  Gas  Electric  Other \_\_\_\_\_.

**12. HEATING OIL:**

Fuel Oil tank will be  filled or  measured prior to Tenant occupancy; it will then become Tenant's responsibility to leave fuel in tank  full or have it  measured upon termination of occupancy. If measuring method is elected Landlord/Agent and Tenant agree to reimburse (or pay) other party for overage (or shortage) of measured contents at termination of lease. Tenant agrees to purchase heating oil from \_\_\_\_\_ Company at \_\_\_\_\_ Phone \_\_\_\_\_ as, Landlord/Agent requires the service contract remain in effect with this company.

**13. SMOKE DETECTORS AND CARBON MONOXIDE ALARM**

**A. SMOKE DETECTORS**

**I.** Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing. A smoke alarm must be installed in each room used for sleeping purposes, one on every floor and one on the ceiling or wall outside of each sleeping area in the vicinity of bedrooms.

**II.** Where the Landlord/Agent has failed to comply with the smoke alarm provisions, the Tenant must notify the Landlord/Agent in writing that the installation, replacement or repair of a smoke alarm is needed. If the Landlord/Agent fails to take the requested actions within ten (10) days after such request or such later date as mutually agreed, the Tenant is authorized to purchase, install and maintain battery-operated smoke alarm(s) as a temporary safeguard at the Owner's expense and the Tenant is to submit the receipt to the Landlord/Agent within ten (10) days of purchase.

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III. Landlord/Agent assumes no responsibility or liability for any unreported malfunctions to or misuse of Smoke Detectors by the Tenant which results in injury or damage to persons or to the leased premises and the Tenant shall be responsible for any fines by any governmental agency.

**B. CARBON MONOXIDE ALARM**

- I. If the premise has a carbon fuel burning appliance or an attached garage, Landlord/Agent is required to install a carbon monoxide alarm complying with Underwriters Laboratory (UL) Standard 2034 that shall be installed in the immediate vicinity of bedrooms and sleeping areas *and where required by code.*
- II. Landlord/Agent assumes no responsibility or liability for any unreported malfunctions to or misuse of carbon monoxide alarm by the Tenant which results in injury or damage to persons or to the leased premises and the Tenant shall be responsible for any fines by any governmental agency.

**14. ALTERATIONS**

Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, will not drive nails or other devices into the walls or woodwork (except for a reasonable number of picture hangers); and will not change the existing locks of the premises or install additional locks. In any such instance where permission is granted, it shall be incumbent upon the Tenant to secure the necessary permits or community association permission. If the premises are subject to a community association, Tenant may not install anything on any common element.

Tenant may, without the prior written permission of the Landlord/Agent, install a radio or television antennae, subscription or satellite dishes or pay television devices and wiring, provided that dishes do not exceed 1 meter in diameter and that the installation is performed in a safe and secure manner. Applicable community rules and regulation apply. Tenant is responsible for repairing any damage caused by the installation or removal of such devices. Tenant is expressly prohibited from the removal of any existing wiring or equipment without written consent of Landlord/Agent.

**15. VEHICLE PARKING**

No unlicensed, dismantled, inoperable and/or wrecked motor vehicles, including but not limited to automobiles, trucks, motorcycles, trailers or other such vehicles shall be parked on the property. Any vehicle as described herein that is parked on the property must have current license plates attached and said vehicles must be in operable condition. Licensed vehicles may be parked only in garage, driveways, if provided, or on the street. No vehicles shall be parked or stored on the grass or lawn of the property. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of said property.

There also shall be no parking or storage of commercial vehicles on the property at any time. For the purposes of this lease, a commercial vehicle is described as any vehicle that is in excess of 10,000 pounds manufacturer's gross vehicle weight, has lettering in excess of four (4) inches, exceed 300 cubic feet of load space, has dual rear axles and/or a stake platform, dump bed, crane, tow truck or roll back bed.

Additional restrictions may apply, as stated in the Rules and Regulations of any applicable Common Ownership Community.

**16. SUBLET/ASSIGNMENT:**

Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$ \_\_\_\_\_ service charge, which must be fair and reasonable, defraying Landlord's expenses incidental to processing the application for assignment or sub tenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

**17. INSURANCE**

Landlord's insurance policy does not provide tenant coverage for personal belongings or public liability. Tenant is required to obtain Renter's Insurance Policy to protect Tenant's personal belongings and for public liability throughout the tenancy. Tenant must add Landlord/Agent as an additional Interest/Insured. In the event that tenant fails to purchase or maintain a renter's policy the Landlord may at tenant's expense purchase said policy to be in effect throughout the lease. Tenant will do nothing and permit nothing to be done on or about the premises, which will contravene any fire insurance policy covering the premises.

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## 18. **HOLD HARMLESS**

Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by Landlord's/Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless the damages are caused by the Landlord's negligence or violation of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any loss sustained by Tenant that is the result of Landlord's negligence.

## 19. **LANDLORD/AGENT ACCESS TO PROPERTY:**

- A. **Routine Entry:** Landlord/Agent may enter the premises after giving due notice to the Tenant for (i) routine inspection to determine property condition, (ii) make necessary repairs, decorations, alterations or improvements; (iii) supply services only by mutual agreement during normal business hours; or (iv) exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants.
- B. **Emergency Entry:** Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation.
- C. **Entry to Perform Requested Repairs:** Any request for service from Tenant is construed to mean that permission to enter the premises has been granted for the purpose of making requested repairs.
- D. **Entry for Governmental Agency Inspection:** Landlord/Agent may enter the premises after due notice to the Tenant when the Landlord is required to allow access to the government agency responsible for an inspection.
- E. **Entry for Good Cause:** Landlord/Agent may enter the premises after due notice to the Tenant when the Landlord has good cause to believe that the Tenant may have breached the lease or may be in violation of local or Federal law.
- F. **Entry for Showing Property:** Tenant will permit Landlord or Agent to post a "For Rent" sign, along with a Key-Box to the main entrance for prospective tenants and agents' access, and to show said premises at reasonable hours to prospective tenants during the last \_\_\_\_\_ days of the term herein. If the premise is put on the market for sale during the tenancy, Tenant will permit Landlord or Agent to post a "For Sale" sign, a Key-Box, and permission to show. If Tenant refuses to allow access to Landlord or Agent as provided above, such refusal shall be a breach of this Lease and Landlord may obtain injunctive relief to compel access or may terminate this Lease, and bring an action for possession and damages sustained, including re-letting costs.

## 20. **DEFAULT:**

- A. In the event of any default, except the failure to pay rent and late charges, or if the Landlord/Agent deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct by the Tenant or Tenant's family, guests, or employees that causes annoyance to neighbors or should the Tenant occupy the premises in violation of any rule, or any federal or local law, then, the Landlord/Agent has the right to give the Tenant personally or by sending via first class mail a thirty (30) day written notice to cure or quit the premises that includes the basis for said notification.
- B. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District of Columbia Landlord/Tenant Court for Failure to Pay Rent Landlord's Complaint for Repossession of Rented Property. **TENANT HEREBY EXPRESSLY WAIVES ANY NOTICE TO QUIT OR NOTICE TO VACATE IN THE EVENT SUCH TERMINATION IS FOR NONPAYMENT OF RENT.**
- C. Tenant action to prevent entry after dually authorized notice shall constitute a default.

## 21. **BANKRUPTCY OF TENANT**

If Tenant violates any of the provisions of this lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either by law or in equity (including but not limited to, the right to terminate this lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this lease. In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the premises shall be surrendered to the Landlord who reserves the right to repossess the premises. This provision of this paragraph shall survive the termination of this lease.

## 22. **COURT AWARDED LEGAL FEES**

In an action by the Landlord to recover possession of the leased premises, including a nonpayment of rent action, the Tenant is obligated to pay actual court costs awarded by the court, and to pay any other legal costs or attorney fees awarded by a court. If reasonable attorney's fees are awarded by the Court in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises. If the tenant is the prevailing party, the landlord is obligated to pay the tenant's attorney's fees and costs as awarded by the court.

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**23. RETALIATORY EVICTION**

- A. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to any public agency, or for any lawsuit filed by the tenant against the landlord/agent or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.
- B. The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in the District of Columbia law to obtain possession of the dwelling unit.

**24. WAIVER CLAUSE**

Any waiver of a default hereunder is not to be deemed a waiver of this Agreement or any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

**25. TERMINATION/HOLD-OVER (Except Takoma Park):**

- A. Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the Landlord/Agent written notice of termination prior to the expiration of the Term such notice must encompass full rental period(s).
- B. If Tenant shall hold over after the expiration of the term of this Lease, tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect. Tenant shall not give less than \_\_\_\_\_ days written notice to vacate, to coincide with the end date of the Lease Agreement, or any extension thereof. If the term of the Lease is month to month, the Tenant may give thirty (30) days written notice. Said notice must be received by Agent, if Agent is managing the property, or by Landlord, if Landlord is managing property, by the first day of the month of which the Tenant is to vacate \_\_\_\_\_ days later.
- C. Landlord may give Tenant ninety (90) days notice for Personal Use and Occupancy pursuant to section 501 (D) of the District of Columbia Rental Housing Act of 1985, as amended (Act), codified as D.C. OFFICIAL CODE, § 42-3505.01(d) (Supp. 2008). This notice must be given ninety (90) days prior to the termination of said lease. Landlord shall not receive rent for said Rental Unit which the Housing Provider has repossessed under this subsection during the twelve (12) month period beginning on the date he will recover possession of said Rental Unit.
- D. Failure to vacate the premises after proper notice from Landlord/Agent may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages because of Tenant's holdover occupancy. This lease shall serve as notice of a rent increase of \_\_\_\_\_ % of the last rent charged if Tenant holds over after proper notice.

\_\_\_\_\_ (Tenant's Initials)

\_\_\_\_\_ (Tenant's Initials)

**26. MOVE-OUT INSPECTION/SURRENDER OF PREMISES**

- A. Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear accepted. Tenant will leave the premises free of trash and debris; however, Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.
- B. Tenant has the right to be present at the time of inspection if Tenant notifies Landlord by certified mail at least fifteen (15) days prior to Tenant's date of moving of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall provide written notification to Tenant ten (10) days in advance of the time and date when the premises are to be inspected. The inspection date shall occur within three (3) business days before or after the date of intended moving as designated in Tenant's notice.

**27. ABANDONED PERSONAL PROPERTY:**

Any personal property, which is left on the premises after termination of the tenancy, shall be considered to be abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

**28. DESTRUCTION**

If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

**29. SUBORDINATION**

This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof.

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**30. ESTOPPEL CERTIFICATE**

Tenant will, at any time and from time to time, upon not less than fifteen (15) days prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

**31. AGENCY:**

The Owner recognizes (Brokerage) \_\_\_\_\_ as the Agent negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Owner hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent.

**32. MANAGEMENT**

These premises will be managed by \_\_\_\_\_ (Owner) (Agent). In payments hereunder made to the Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner must abide by all provisions of Security Deposit Law in the District of Columbia. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable laws.

**33. AUTHORIZATION TO INSTALL KEYBOX**

The undersigned Tenant agrees that the Landlord/Agent, during the last \_\_\_\_\_ days of this Lease Agreement or any extension thereof, may install a Key-Box on the door of said property for the convenience and use of any authorized real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself/herself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Greater Capital Area Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Key-Box unless occasioned by the negligent omission, commission, fault or other misconduct or violation of law as determined by a court of law.

**34. MILITARY CLAUSE**

In the event Tenant is a member of, or subsequently enlists into, the Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days for purpose of responding to a national emergency, declared by the President and supported by Federal funds and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant may terminate the lease upon delivering written notice to the Landlord/Agent with proof of his/her assignment. Written notice is effective upon personal delivery, delivery by private business carrier or by placing the written notice in the mail, with return receipt requested. Termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered in the case of a month-to-month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis. Tenant is also responsible for the cost of repairing damage to the premises caused by the tenant, if any. The Landlord/Agent will refund the security deposit within 45 days of the date of termination.

If Landlord or spouse is or hereafter becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government Agency on extended active duty and is transferred under PSC/Transfer orders, or is released or retired from active duty and is returning to the dwelling unit during the Lease term, he/she may terminate the Lease by giving the Tenant ninety (90) days written notice pursuant to the District of Columbia Municipal Regulations Title 14.

Applicant is Military/Diplomat

Landlord is Military/Diplomat

**35. NOTICES:**

All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office by first class mail, postage prepaid, or hand-delivered to the Tenant at the premises address, to the Agent or Landlord at the addresses designated herein, or to such addresses as the parties may designate in writing from time to time.

**36. RECEIPTS:**

Landlord/Agent agrees to provide to the Tenant a written receipt for payments of rent including remaining unpaid balance if the Tenant pays with cash or a money order.

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**37. MISCELLANEOUS**

- A. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.
- B. If this Lease contains a Lease Option Agreement the lease must state on its face: THIS IS NOT A CONTRACT TO BUY.
- C. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this lease.
- D. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.
- E. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.
- F. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
- G. Plural can be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that the Tenant is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.
- H. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- I. If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be rekeyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.
- J. The Seller must disclose pursuant to the requirements of DC Law L20-0135, Air Quality Amendment Act of 2013, information known or that should have been known about the presence of indoor mold contamination, as defined in D.C. Official Code §§ 8-241.01 et seq., in the rental unit or common areas in the previous three (3) years, unless the mold has been remediated by an indoor mold remediation professional certified and licensed by the District. For more information, go to <http://ddoe.dc.gov/moldlicensureregs/>.

**38. EMERGENCY NUMBER**

In the event of an emergency affecting the health, safety, or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling the following emergency number: \_\_\_\_\_ .

**39. LEAD PAINT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention as well as the District Department of Environment (DDOE) lead disclosure instructions.

**40. LANDLORD REQUIREMENTS UNDER HOUSING REGULATIONS OF DC**

Tenant acknowledges receipt from Landlord/Agent of a copy of the following provisions of the Housing Regulations of the District of Columbia: Chapter 3; Section 101; and Section 106. Any clause or covenant contained in this agreement not in accordance with the amended DC Housing Regulations shall be considered null and void. Rent may not be increased more than once per twelve (12) month period for properties not exempt from rent control.

A. This property is **exempt** from rent control:  
Exemption number: \_\_\_\_\_ BBL number: \_\_\_\_\_

OR

B. This property is not exempt from rent control:  
Registration number: \_\_\_\_\_ BBL number: \_\_\_\_\_

\_\_\_\_\_ (Tenant's Initials)                      \_\_\_\_\_ (Tenant's Initials)

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42. **ADDENDUM ATTACHED:** Yes  No

**IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement:**

Tenant \_\_\_\_\_ Date \_\_\_\_\_ Landlord \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_ Landlord \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_ REALTOR® Firm \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_ Agent \_\_\_\_\_ Date \_\_\_\_\_

Security Deposit Received: \$ \_\_\_\_\_ From \_\_\_\_\_ On \_\_\_\_\_  
Date \_\_\_\_\_

First Month's Rent Received: \$ \_\_\_\_\_ From \_\_\_\_\_ On \_\_\_\_\_  
Date \_\_\_\_\_

Pro-Rate Rent Received: \$ \_\_\_\_\_ From \_\_\_\_\_ On \_\_\_\_\_  
Date \_\_\_\_\_

**Guarantors** : If box is checked, this Lease Agreement is subject to the signatures of the following individuals, who by their signing, are agreeing to be guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the courts of the District of Columbia in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of the District of Columbia as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease. All signatures must be notarized unless witnessed by Landlord/Agent.

Name of Guarantor \_\_\_\_\_ Name of Guarantor \_\_\_\_\_

Address of Guarantor \_\_\_\_\_ Address of Guarantor \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_ Date \_\_\_\_\_ Signature of Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Name of Guarantor \_\_\_\_\_ Name of Guarantor \_\_\_\_\_

Address of Guarantor \_\_\_\_\_ Address of Guarantor \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_ Date \_\_\_\_\_ Signature of Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Name of Guarantor \_\_\_\_\_ Name of Guarantor \_\_\_\_\_

Address of Guarantor \_\_\_\_\_ Address of Guarantor \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_ Date \_\_\_\_\_ Signature of Guarantor \_\_\_\_\_ Date \_\_\_\_\_

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