

30-DAY NONPAYMENT NOTICE TO QUIT INSTRUCTIONS

These instructions are to be used with a 30-DAY NONPAYMENT NOTICE TO QUIT.

When to Use This Form: The 30-DAY NONPAYMENT NOTICE TO QUIT is required before you may file an eviction lawsuit against your Tenant based on the Tenant's failure to pay rent unless your Tenant gave up the right to receive this Notice in writing, usually in a written lease.

If the Tenant gave up the right to receive a Notice to Quit in writing, which is also called "waiving" the right to receive a Notice to Quit, then you can file a Complaint for Possession for Real Estate based on the Tenant's failure to pay rent immediately and without using the 30-DAY NONPAYMENT NOTICE TO QUIT.

Some leases do not waive the Tenant's right to receive a Notice to Quit but they do decrease or increase the number of days of notice you must give the Tenant. If the Tenant's lease decreases or increases the number of days, you can still use this form but you should cross out "30" and write in the number of days required by the lease. You may want to speak to a lawyer before you use this form if you think that your lease requires a longer or shorter notice period.

If you are not sure whether the Tenant gave up the right to receive this Notice or whether you are required to serve this Notice, then you may want to speak to a lawyer before you use this form or file a lawsuit to evict the Tenant.

COMPLETING THE 30-DAY NONPAYMENT NOTICE TO QUIT

Tenant/ Occupant: Print the name of the person or persons who are living in the apartment, house, or room and who are responsible for paying the rent. Only list adults.

Date: Print the date that you complete the Notice. The rent amounts that you say are owed should be correct as of the date that you complete the Notice.

Address: Print the address for the property where the Tenant/Occupant is living and that you want the Tenant to pay the rent for or vacate. Include any room numbers or apartment numbers, the correct quadrant (NE, NW, SE, or SW), and the correct ZIP code.

Rent Due: In the first blank, write the amount of rent that is due each month. In the second and third blanks, write the first month and year that rent was due but was not paid or was not paid in full. In the third and fourth blanks, write the last month and year for which rent was due but was not paid or was not

paid in full. If the lease allows any late charges, write the total amount of late charges that have not been paid in the next blank. Write the total amount due, including all rent and late charges, in the last blank.

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 should use the Spanish words for the months when the rent was due. 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

Signature: Sign your name above the place for your address and phone number on both the English and Spanish versions of the form.

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 NONPAYMENT NOTICE TO QUIT: Either you or some other person who is at least 18 years old must give the Notice to each Tenant. 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.

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.

If required, you should also keep a record of how and when you sent your notice 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.

Section 8 Housing Choice Voucher Landlords: If some of the Tenant’s rent is paid by the Section 8 Housing Choice Voucher program, there a few things that you should keep in mind.

First, in most situations, if a Landlord is receiving money from the Section 8 Housing Choice Voucher program on behalf of a Tenant, the Landlord can only ask the Tenant to pay his or her share of the rent. If the D.C. Housing Authority stops paying rent to a Landlord because of something that the Landlord did, rather than something that the Tenant did, the Landlord cannot ask the Tenant to pay the Housing Authority’s share. A Landlord usually cannot ask the Tenant to pay more rent than the D.C. Housing Authority told the Tenant to pay.

Second, 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 this Notice. Their address is 1133 North Capitol, NE, Washington, DC 20002.

If you have any questions about your responsibilities as a Section 8 Landlord, you may want to speak with a lawyer before serving this Notice or bringing a lawsuit against the Tenant.

Filing a Lawsuit: After you give the Notice to the Tenant, you must wait until the notice period has passed before you can file a Complaint in the Landlord Tenant Court to have your Tenant evicted. (If your lease requires a shorter or longer period of time, then you must wait the number of days required by the lease before you can file a Complaint in the Landlord Tenant Court, otherwise you must wait 30 days.) You must count the time 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.

If the Tenant brings his or her rental account completely up-to-date at any time, before or after the end of the notice period, you cannot file a Complaint to have the Tenant evicted based on this Notice. If the Tenant stops paying rent again, you can serve another NONPAYMENT NOTICE TO QUIT.

If your Tenant moves out before you file a Complaint to have the Tenant evicted, you cannot file a Complaint in the Landlord Tenant Court. If the Tenant still owes you money when he or she moves out, you may file a lawsuit in Small Claims Court or Civil Court to collect the unpaid rent.

It is important to remember that it is illegal to evict Tenants without using the Court process. If the Tenant fails to pay or move out after the notice period, then you must file a Complaint in the Landlord 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 NONPAYMENT NOTICE TO QUIT

Tenant/Occupant: _____ Date: _____

Tenant/Occupant Address: _____

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

This Notice is being sent to you pursuant to D.C. Code Title 42 Chapter 32 for your failure to pay rent as follows:

Failure to pay the monthly rent of \$ _____ from the following date _____, 20____ to the following date _____, 20____

and late charges in the amount of \$ _____ totaling \$ _____.

If another month's rent or late fee becomes due before you make your full payment to the Landlord, you must pay the additional month's rent or late fee in order to avoid eviction proceedings.

If you do not pay your total rent due within the time period pursuant to this Notice, this Notice shall be your Notice to Quit and Vacate, and you are hereby notified that you are to quit and vacate the premises occupied by you.

If you fail to either pay your rent or vacate, your Landlord can take such action as is 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 pay rent or to vacate.

Before filing a suit for possession, the law requires that your Landlord give you at least thirty (30) full days from the first day after service of this Notice within which to pay your rent or vacate, unless otherwise agreed in writing.

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 pursuant to 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 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.

Landlord's or Agent's Signature

Address

Phone Number

NOTIFICACIÓN DE DESALOJO POR INCUMPLIMIENTO DE PAGO A 30 DIAS

Inquilino/Ocupante: _____ Fecha: _____

Dirección del inquilino u ocupante: _____

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

Esta notificación se le manda según lo estipula el Código título 42 capítulo 32 del Distrito de Columbia debido a su incumplimiento con el pago del alquiler.

Incumplimiento de pago de alquiler mensual de \$ _____ entre la fecha _____, 20 ____ y la siguiente fecha _____, 20 ____ y recargos por atraso de \$ _____ para un total de \$ _____.

Si el alquiler de otro mes o recargo quedan pagaderos antes de que usted le pague el total al propietario, debe pagar el mes adicional del alquiler o el recargo para evitar el proceso de desalojamiento.

Si no paga el total del alquiler que debe dentro del plazo establecido en este aviso, la presente será su Notificación de Desalojo y por medio de la presente se le avisa que debe desalojar el domicilio.

Si no paga el alquiler ni desaloja el domicilio, el arrendador puede tomar los pasos necesarios para desalojarlo. Para que el arrendador pueda desalojarlo, éste debe presentar primero una demanda contra usted por causa de mora, en el Tribunal Superior del Distrito de Columbia.

Antes de presentar una demanda para la desocupación del inmueble, la ley exige que el arrendador le permita a usted pagar el alquiler dentro del plazo de 30 días completos a partir de la fecha de entrega de este aviso para que usted pague el alquiler o desaloje el domicilio, a menos que exista un acuerdo escrito que establezca algo distinto.

Según su contrato, el alquiler es pagadero hasta la fecha del desalojo. Además, usted será responsable por el uso del domicilio si no lo desaloja conforme a esta notificación. Esta notificación no lo exonera de cualquier reclamo que pueda existir conforme al acuerdo de alquiler y, de haber daños al domicilio, tampoco lo protege de cualquier reclamo que se pueda hacer.

Si el arrendador acepta pagos después de la entrega de esta notificación, no renuncia a ningún derecho que se derive del mismo.

La entrega de ésta 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.

Firma del propietario o agente

Dirección

Teléfono

AFFIDAVIT OF SERVICE

1. My name is _____, and I am authorized to serve the attached 30-Day Nonpayment Notice to Quit. 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 Nonpayment Notice to Quit 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____.