



District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

RAD Date Stamp

Internal Use Only

C/O current:

yes no n/a

BBL current: yes no

Reg. current: yes no

30 DAY NOTICE TO CORRECT OR VACATE

SECTION 501(b) NOTICE

D.C. OFFICIAL CODE § 42-3505.01(b) (Supp. 2008)

14 DCMR §§ 4300 et seq. (2004)

*****THIS FORM SHOULD NOT BE USED IF THE ONLY VIOLATION OF THE TENANCY IS NON-PAYMENT OF RENT*****

THIS NOTICE MUST BE FILED WITH THE RENTAL ACCOMODATIONS DIVISION WITHIN FIVE (5) DAYS OF ISSUANCE TO THE TENANT

TENANT’S NAME: _____ DATE: _____

TENANT’S ADDRESS: _____

Dear Tenant:

This notice is being sent to you pursuant to Section 501(b) of the District of Columbia Rental Housing Act of 1985, as amended (Act), codified as D.C. OFFICIAL CODE § 42-3505.01(b) (Supp. 2008).

Section 501(b) of the Act provides that your Housing Provider may recover possession of your Rental Unit when you are violating an obligation of your tenancy and you fail to correct the violation within thirty (30) days after receiving from your Housing Provider a copy of this Notice to Correct or Vacate under D.C. OFFICIAL CODE § 42-3505.01(b) (Supp. 2008).

Section 501(c-1) (1) states that it shall be a defense to an action for possession that you are a victim, or are the parent or guardian of a minor victim, of an intrafamily offense or actions relating to an intrafamily offense, if a Court of competent jurisdiction (Court) determines that the intrafamily offense, or actions relating to the intrafamily offense, are the basis for the notice to vacate.

Section 501(c-1)(2) states that if, as a result of the intrafamily offense or the actions relating to the intrafamily offense that is the basis for the notice to vacate, the Tenant has received a temporary or civil protection order ordering the respondent to vacate the Rental Unit, the Court shall not enter a judgment for possession.

Section 501(c-1) (3) states that if as a result of the intrafamily offense or the actions relating to the intrafamily offense that is the basis for the notice to vacate, the Tenant provides the Court a copy of a police report written within the preceding sixty (60) days, or has filed for (but has not received) a temporary or civil protection order ordering the respondent to vacate the Rental Unit, the Court shall have the discretion not to enter a judgment for possession.

You are hereby informed that you have been violating the obligations of your tenancy regarding the following Rental Unit you lease (address): _____.

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

_____.

This conduct violates paragraph(s) numbered _____ of the lease, any lawful Rules and Regulations incorporated into your lease (including the Act and its regulations), or violates requirements of the D.C. Housing Code.

You can cure the violation(s) by the following actions:

_____.

You have thirty (30) calendar days from the date you are served with this notice to correct the foregoing violation(s). Therefore, you may correct the violation(s) by (date):

_____.

In the event you do not correct the above violation(s) within the thirty (30) day period, you are expected to vacate the Rental Unit by no later than midnight on (date): _____.

If you fail to vacate the Rental Unit as stated above, in order to evict you, the Housing Provider must file a Complaint in Superior Court of the District of Columbia against you for possession of the Rental Unit based on your failure to either correct the violation(s) of your tenancy or to vacate. At that time, you will have the opportunity to raise defenses and contest this Notice.

Nothing herein shall be intended to relieve you of your obligation to promptly pay all future rents when due, or be intended to prevent the Housing Provider from suing for possession, based upon non-payment of rent. You are also notified that the rent for the Rental Unit is due in accordance with your lease, up to and including the date by which you are required to vacate. Also, you will be liable for any damages arising from your continuing use and occupancy of the Rental Unit if you fail to vacate by the date specified in this notice and for any other claims of any type for damages which may arise out any provision of the lease agreement.

This Rental Unit is registered with the Rental Accommodations Division. The Housing Provider's Registration/Exemption Number is #: _____.

If you have any questions about this Notice, please contact the Rental Accommodations Division at 1800 Martin Luther King Jr. Avenue SE, Washington, DC 20020, call (202) 442-9505, or visit the Housing Resource Center on Monday thru Friday from 8:30 am to 3:30 pm.

Housing Provider's Business Address
(No P.O. Box)

Housing Provider's Name (print)

Owner Authorized Agent

Title (if applicable): _____

Housing Provider's Telephone Number and E-mail

Housing Provider's Signature

CERTIFICATE OF SERVICE

Note: If you file a Complaint in the Landlord and Tenant Branch of the Superior Court of the District of Columbia, you may be required to prove that you served this Notice correctly.

I hereby certify that my name is (Please Print) _____ and I am authorized by the Housing Provider to serve the attached 30 Day Notice to Correct or Vacate under D.C. OFFICIAL CODE § 42-3505.01(b) (Supp. 2008).

I further certify that my age is _____, and my business address is: _____
_____.

At the following time: _____ AM/PM and on the following date: _____, 20____, I served the attached 30 Day Notice to Correct or Vacate under D.C. OFFICIAL CODE § 42-3505.01(b) (Supp. 2008) in both English and Spanish (check only one below):

By personal service upon the Tenant (insert name and address of Tenant):

By substitute service upon (insert name and address of person served):

_____.

Description of person served for personal or substitute service:

Approximate height: _____ Approximate weight: _____ Sex (m/f): _____

Approximate age: _____ Hair color: _____ Other: _____

By certified mail, with delivery confirmation, to (name and address of person served):

_____.

By priority mail, with delivery confirmation, to (name and address of person served):

_____.

By first class mail to (name and address of person served):

_____.

Signature of Process Server

OPTIONAL NOTARIZATION: *Notarization of this Certificate of Service regarding this 30 Day Notice to Correct or Vacate under D.C. OFFICIAL CODE § 42-3505.01(b) (Supp. 2008) is not required.*

Subscribed before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____