

5757 LESSEE RIGHTS AND RESPONSIBILITIES

5757.1 Lessees shall be responsible for their actions and the actions of household members, guests, and any person under the Lessee's control or on the Leased Premises with Lessee's consent.

5757.2 Lessees are responsible for maintaining their units in accordance with the provisions of the lease, including but not limited to, the following responsibilities:

- (a) To comply with all obligations imposed upon Lessees by applicable provisions of building and other District of Columbia housing codes materially affecting health and safety;
- (b) To keep the premises (and such other areas as may be assigned for his or her exclusive use) in a clean and safe condition;
- (c) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner;
- (d) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators;
- (e) To refrain from, and to cause his or her household, guests and Others, to refrain from, destroying, defacing, and/or damaging/removing any part of the premises or project; including but not limited to storing, hanging or leaving household or other personal property of any type, including clothes, on the exterior of the Leased Premises unless the area is specifically designated for that purpose by the Project Owner. "Others" is defined as any person under the Lessee's control or on the Leased Premises with Lessee's consent, including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "Others");
- (f) Not to assign the lease or to sublease the premises;
- (g) Lessee shall have no other primary residence;
- (h) Not to provide accommodations for boarders or lodgers;
 - (1) Each guest shall not stay overnight for more than ten (10) consecutive days without the prior written permission of the Project Owner;

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- (2) Each guest shall not stay overnight for more than thirty (30) non-consecutive days within a twelve (12) month period without the prior written permission of the Project Owner; and
- (3) The Project Owner may deny permission for longer stays for the following reasons;
 - (A) Persons who have been barred from the property pursuant to Section 5773;
 - (B) Persons who are on a lifetime sex offender list;
 - (C) Persons fleeing prosecution or custody or confinement after conviction for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees;
 - (D) Persons whose past conduct has disturbed the peaceful enjoyment of RAD Covered Project residents;
 - (E) Persons who have damaged RAD Covered Project property; and
 - (F) Persons with current restraining orders to stay away from the unit or the property;
- (i) To use the premises solely as a private dwelling for the Lessee and the Lessee's household as identified in the lease, and not to use or permit its use for any other purpose;
- (j) To abide by necessary and reasonable rules, regulations and policies, issued by the Project Owner for the benefit and well-being of the housing project and the Lessees, which shall be posted in the Development office and incorporated by reference in the lease;
- (k) To pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project building, facilities or common areas caused by the Lessee, household members, guests and any Others under the Lessee's control or on the Leased Premises with Lessee's consent;
- (l) To conduct himself or herself, and cause other persons who are on the premises with his or her consent to conduct themselves, in a manner which will not disturb his or her neighbors peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition; including but not limited to:

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- (1) By taking precautions to prevent fires and not using portable heating device unless they been provided by the Project Owner;
- (2) By not disabling any fire alarm device or causing a false fire alarm;
- (3) By not storing excess amounts of personal property; and
- (4) By not removing or tampering with any smoke detector, including removing any working batteries, so as to render the smoke detector inoperative;
- (m) To keep no dogs, cats or other animals in or on the premises, unless specifically permitted by the Project Owner in writing;
- (n) Not to place fixtures, or fences in or about the premises without the prior written permission of the Project Owner. No repairs or alterations to the Leased Premises may be made, including, but not limited to, painting, wallpapering, doors, gates, window bars, carpets, storage sheds, and antenna or satellite dishes, without the prior written approval of the Project Owner. Upon completion, any such repairs or alterations, made with or without prior written consent, become part of the Leased Premises. If the Lessee changes locks, installs an alarm or security system, or adds locks to the dwelling unit, he or she shall notify the Project Owner and shall make duplicate keys available to and/or provide the Project Owner with access codes in order for the Project Owner to gain emergency access; and
- (o) Not to permit anyone who is currently barred from the Leased Premises or DCHA Housing Property pursuant to Section 5773 to occupy, stay overnight, or visit the Leased Premises, or to invite them to the Leased Premises or anywhere else on the DCHA Housing Property at any time for any purpose, unless authorized in writing by the Project Owner in advance. Any person not identified in Subsection 5773.2 as an authorized person may be subject to the issuance of a Bar Notice for the period of time specified in the Bar Notice. The Project Owner will post a list of barred individuals in the property management office.

5757.3 The Lessee shall have the right to the exclusive use of the Leased Premises, including the dwelling unit identified in the lease and in the case of a townhouse, row house or single family home, all buildings or additional areas provided for the exclusive use of the Lessee, including the yard and any outbuildings, subject to the restrictions and obligations contained in the lease.

5757.4 At those properties where there is a defined front or rear yard assigned to the Lessee for his or her exclusive use, the Lessee shall be responsible for

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maintaining the individually defined lawn areas around his or her respective dwelling unit, cutting the grass, and keeping his or her lawn free of trash and garbage.

- 5757.5 Lessees who do not maintain these areas shall be given forty-eight (48) hour notice by the Project Owner to correct unsightly lawn areas. Lessees who fail to comply within forty-eight (48) hours of being notified by the Project Owner shall be in violation of the lease.
- 5757.6 Lessees shall report immediately to the Project Owner of any need for repairs to the Leased Premises or of any unsafe conditions in the common areas or the grounds surrounding the Leased Premises. Notification of repairs shall be in writing or by a telephone call to the Project Owner's Control Center and the Lessee shall obtain a control number for each repair. The number for the Control Center can be obtained from the Management office or the Central Office. Lessees in Developments managed by companies under contract with the Project Owner will provide notice as reasonably required by the management companies
- 5757.7 Lessees shall take reasonable steps to conserve energy and water and avoid unreasonable use of water, gas and/or electricity including but not limited to non-routine washing of vehicles or any other unreasonable use of utilities.
- 5757.8 Lessees shall not have waterbeds on the Leased Premises without prior written approval of the Project Owner, which approval may be withheld in the Project Owner's sole discretion.
- 5757.9 Lessee is responsible for all actions or inactions of all guests, household members, and all others on the property with the consent of Lessee and/or the consent of household members. The aforementioned parties, including the Lessee, are obligated to the following:
- (a) To not engage in the manufacture, sale, or distribution of any alcoholic beverages or openly consume alcoholic beverages in any common areas in the Development or otherwise consume alcoholic beverages in a manner that impairs the physical environment of the Development or may be a threat to the health, safety or right to peaceful enjoyment of the Development by other residents, service providers, or Project Owner staff;
 - (b) To not engage in:
 - (1) Any criminal activity that threatens residents' health, safety or right to peaceful enjoyment of the Development;
 - (2) Violent criminal activity or possess any unregistered or illegal firearm or ammunition for a firearm;

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- (3) Drug-related criminal activity on or near the premises, which is grounds for termination of tenancy.
- (c) The Project Owner may evict a family if the Project Owner determines that a member is illegally using a drug or when the Project Owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (d) Lessee shall not flee to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees or violate a condition of probation or parole imposed under federal or state law.

SOURCE: Final Rulemaking at 64 DCR 12956 (December 22, 2017); as amended by Final Rulemaking published at 66 DCR 6831 (June 7, 2019).