

6205 DWELLING LEASE

- 6205.1 Each family admitted for occupancy in low rent housing, operated by DCHA, shall enter into a Dwelling Lease with DCHA, the Dwelling Lease shall have a twelve (12) month term which states the Lessee rent to be charged, and the conditions governing occupancy.
- (a) The conditions governing occupancy shall be in accordance with HUD requirements, and;
 - (b) The Lease shall be automatically renewed for successive terms of one month with each term commencing to run on the 1st day of each month, unless terminated by either DCHA or the Lessee.
- 6205.2 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 Dwelling Lease.
- 6205.3 Each Dwelling Lease shall be executed prior to occupancy. DCHA shall conduct a move-in inspection in accordance with Section 6505 of this Title prior to execution of the lease.
- 6205.4 Each Dwelling Lease shall be administered in accordance with the provisions stipulated, and kept current at all times.
- 6205.5 The DCHA shall add names to the Dwelling Lease, after initial occupancy only in accordance with Section 6117 of this Title. Any person using or occupying the Leased Premises not in compliance with Section 6117 of this Title is an unauthorized occupant without tenancy or other rights under the Dwelling Lease, including any person using or occupying the Leased Premises without approval from DCHA.
- 6205.6 Changes to the Dwelling Lease shall be made only in writing and shall be signed by the Lessee, and an authorized representative of DCHA, except the following changes, which may be executed unilaterally by DCHA:
- (a) Any change in rent, either an increase or decrease, shall be stated in a special supplement which shall, upon issuance, become part of the lease;
 - (b) Changes to implement excess utility charges;
 - (c) Any revision to reflect change in family composition other than head of household, consistent with Subsection 6205.5;
 - (d) Changes to implement Subsection 6205.9;

- (e) Late charges assessed pursuant to Subsection 6206.5;
- (f) Special supplements to a lease executed pursuant to Subsection 6205.10;
- (g) Changes in the amount of security deposit provided in Section 6203;
- (h) Changes in DCHA's policies, rules and regulations; and
- (i) Charges assessed pursuant to the Schedule of Charges posted in the Property Manager's Office.

6205.7 The DCHA shall provide the Lessee with a copy of any changes to the Dwelling Lease made in accordance with Subsection 6205.6.

6205.8 Unless a shorter time period is provided, a new Dwelling Lease shall be executed, within thirty (30) days whenever the following conditions occur:

- (a) The status of the head of household is altered pursuant to Chapter 64 of this Title;
or
- (b) When a family is transferred from one dwelling unit to another.

6205.9 Any Lessee wishing to vacate his or her unit shall do so in accordance with Section 6404 of this Title. Lessees wishing to vacate prior to the end of the month shall be liable for the entire month's rent.

6205.10 The DCHA may unilaterally execute a special supplement to the new lease which assesses the amount due under the prior lease.

6205.11 Lessees who execute a new Dwelling Lease as a result of a transfer from one unit to another, or as a result of any other requirement for a new Dwelling Lease, shall remain liable for any delinquent rent or other charges relating to the prior lease.

SOURCE: Notice of Final Rulemaking published at 33 DCR 7973, 8008-8009 (December 26, 1986); as amended by Final Rulemaking published at 54 DCR 012309(December 21, 2007).