

## **6500 LESSEE RESPONSIBILITIES**

6500.1 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, for maintaining their units in accordance with the provisions of the dwelling 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 DCHA;
- (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 DCHA;
  - (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 DCHA; and
  - (3) DCHA may deny permission for longer stays for the following reasons;
    - (i) Persons who have been barred from the property;

- (ii) Persons who are on a lifetime sex offender list;
  - (iii) 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;
  - (iv) Persons whose past conduct has disturbed the peaceful enjoyment of DCHA residents;
  - (v) Persons who have damaged DCHA property; and
  - (vi) 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 DCHA for the benefit and well-being of the housing project and the Lessees and 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; 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");
- (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:
  - (1) Take precautions to prevent fires and not use a portable heating device unless it has been provided by DCHA. Not disable any fire alarm device or cause a false fire alarm, or generally permit or do anything, including storing excess amounts of personal property; and
  - (2) Not remove or tamper 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 DCHA in writing;
- (n) Not to place fixtures, or fences in or about the premises without the prior written permission of DCHA. 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 DCHA. 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 DCHA and shall make duplicate keys available to and or provide DCHA with access codes in order for DCHA to gain emergency access; and
- (o) Not to permit anyone who is currently barred from the Leased Premises or Development from occupying, staying overnight, visiting the Leased Premises, or inviting them to the Leased Premises or anywhere else on the Development at any time for any purpose, unless authorized in writing by DCHA in advance.

6500.2 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 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.

6500.3 Lessees who do not maintain these areas shall be given forty-eight (48) hours notice by DCHA to correct unsightly lawn areas. Lessees who fail to comply within forty-eight (48) hours of being notified by DCHA shall be in violation of the Dwelling Lease.

6500.4 Lessees shall report immediately to DCHA 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 DCHA'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 DCHA will provide notice as reasonably required by the management companies

6500.5 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.

6500.6 Lessees shall not have waterbeds on the Leased Premises without prior written approval of DCHA, which approval may be withheld in DCHA's sole discretion.

6500.7 Lessee's shall not to permit anyone who is currently barred from the Leased Premises or Development from occupying, staying overnight, or visiting the Leased Premises or invite them to the Leased Premises or anywhere else on the Development at any time for any purpose, unless authorized in writing by DCHA in advance. Any person not identified in Subsection 9600.2 as an authorized person may be subject to the issuance of a Bar Notice for the period of time specified in the Bar Notice. DCHA will post a list of barred individuals in the property management office.

6500.8 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; "others" 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"); 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 DCHA staff;
- (b) To not engage in any criminal activity that threatens residents' health, safety or right to peaceful enjoyment of the Development;
- (c) To not engage in:
  - (1) Any drug-related criminal activity on or off the Leased Premises or the Development; or
  - (2) Violent criminal activity or be in possession of any firearm or ammunition for a firearm;
- (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; or
- (e) To assure that others under the Lessee's control, as identified in the Dwelling Lease, not engage in any:
  - (1) Criminal activity that threatens the residents' health, safety or right to peaceful enjoyment of the Development; or

- (2) Any Drug-related Criminal Activity on the Leased Premises or the Development.

AUTHORITY: Unless otherwise noted, the authority for this chapter is the District of Columbia Alley Dwelling Act, as amended, Public, No. 307, 48 Stat. 930, approved June 12, 1934; Executive Order 11401, effective March 13, 1968, 33 F.R. 4559 (March 15, 1968); section 5 of Reorganization Plan No. 3 of 1975, 21 DCR 2793 (July 3, 1975); and part III.B.(1) of Reorganization Plan No. I of 1987, December 15, 1987.

SOURCE: Notice of Final Rulemaking published at 33 DCR 7973, 8024-8026 (December 26, 1986); as amended by Notice of Final Rulemaking published at 55 DCR 12315-20 (December 21, 2007).

EDITOR'S NOTE: The rules governing low income housing in the District of Columbia which implement the District of Columbia Alley Dwelling Act of 1934 were originally adopted by the Director of the District of Columbia Department of Housing and Community Development ("DHCD") acting on behalf the National Capital Housing Authority pursuant to Reorganization Plan 3 of 1975. See Preamble to Notice of Final Rulemaking published at 33 DCR 7973 (December 26, 1986). Under Part III.B.(1) of Reorganization Plan No. 1 of 1987, the National Capital Housing Authority was abolished and all of its functions under the District of Columbia Alley Dwelling Act of 1934 were transferred to the Department of Public and Assisted Housing ("DPAH"). DPAH operated low rent housing through the Housing Management Administration ("HMA"). D.C. Law 10-243, the "District of Columbia Housing Authority Act of 1994," abolished DPAH and established the District of Columbia Housing Authority (DCHA) as a corporate body and legal instrumentality of the government of the District of Columbia. Pursuant to D.C. Law 10-243, all of DPAH's functions under the District of Columbia Alley Dwelling Act were transferred to DCHA. D.C. Law 13-105, the "District of Columbia Housing Authority Act of 1999," repealed D.C. Law 10-243 and re-established the DCHA as an independent authority of the District government and the successor in interest to the former housing authority. Accordingly, the acronyms "DHCD," "DPAH" or "HMA" which appeared in chapters 60 through 65 of the July 1991 edition of this title have been substituted with "DCHA."