

309 REPAYMENT OF SECURITY DEPOSITS TO TENANTS

- 309.1 Within forty-five (45) days after the termination of the tenancy, the owner shall do one of the following:
- (1) Tender payment to the tenant, without demand, any security deposit and any similar payment paid by the tenant as a condition of tenancy in addition to the stipulated rent, and any interest due the tenant on that deposit or payment as provided in paragraph (4)(a) and (a-1) (14 DCMR § 311); or
 - (2) Notify the tenant in writing, to be delivered to the tenant personally or by certified mail at the tenant's last known address, of the owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement.
- 309.2 The owner, within 30 days after notification to the tenant pursuant to the requirement of paragraph (2)(a)(2) (14 DCMR § 309.1(b)), shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses, and at the same time give the tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.
- 309.3 Failure by the owner to comply with § 309.1 and § 309.2 of this section shall constitute prima facie evidence that the tenant is entitled to full return, including interest as provided in § 311, of any deposit or other payment made by the tenant as security for performance of his or her obligations or as a condition of tenancy, in addition to the stipulated rent.
- 309.4 Failure by the owner to serve the tenant personally or by certified mail, after good faith effort to do so, shall not constitute a failure by the owner to comply with § 309.1 and § 309.2.
- 309.5
- (1) Any housing provider violating the provisions of this section by failing to return a security deposit rightfully owed to a tenant in accordance with the requirements of this section shall be liable for the amount of the deposit withheld or, in the event of bad faith, for treble damages.
 - (2) For the purposes of this sub-paragraph, the term “bad faith” means any frivolous or unfounded refusal to return a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgment, or an honest belief in the course of action taken.

District of Columbia Municipal Regulations

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by Section 3 of the Security Deposit Act, effective February 20, 1976 (D.C. Law 1-48; 22 DCR 2823 (November 28, 1975)); as amended by Section 2 of the Unitary Rent Ceiling Adjustment Amendment Act of 1992, effective March 16, 1993 (D.C. Law 9-191; 40 DCR 2184 (April 2, 1993)); as amended by the Interest on Rental Security Deposits Amendment Act of 2006, effective March 14, 2007 (D.C. Law 16-276; 54 DCR 889 (February 2, 2007)); as amended by the Tenant Security Deposits Clarification Amendment Act of 2012, effective June 7, 2012 (D.C. Law 19-140; 59 DCR 2879 (April 13, 2012)).