

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Energy and Environment

Lead and Healthy Housing Division
Compliance & Enforcement Branch

TENANT RIGHTS UNDER THE DISTRICT'S LEAD LAW
(for tenants in rental housing built before 1978)

As a tenant in the District of Columbia, you are entitled to live in a property that is free of lead-based paint hazards, including in common areas, such as halls and laundry rooms. A lead-based paint hazard exists if peeling, chipping, or otherwise deteriorating paint conditions are present. A lead-based paint hazard can also exist if there are tiny lead particles mixed into household dust, or into bare soil in a yard at the property.

Rights that you have as a tenant under any other District of Columbia law are not affected in any way by your rights under this Lead Law.

YOUR RIGHTS BEFORE SIGNING A LEASE

Before you sign any lease to rent in the District of Columbia, your landlord must give you a Lead-Based Paint Hazard Disclosure Form, and if a member of your household is a child who is less than six (6) years old, or a pregnant woman, the landlord must also give you a Clearance Report that is dated no more than twelve (12) months before your move in date. A Clearance Report is a document that states that your home has been checked for lead-based paint hazards, and that none were found.

YOUR RIGHTS UNDER THE LEAD LAW AFTER YOU MOVE IN

If a member of your household or someone who regularly visits you is either a child who is less than six (6) years old or a pregnant woman, you may ask your landlord, in writing, to give you a Clearance Report. The landlord then has 30 days to give you a Clearance Report that is no more than twelve (12) months old. A Clearance Report is a document that states that your home has been checked for lead-based paint hazards, and that none were found.

If you see paint that is chipping or peeling, you should notify your landlord about the condition. It is against the law to have peeling, chipping, or other deteriorating paint in any home built before 1978. If your landlord doesn't repair the paint or, in repairing the paint, doesn't do the work safely, then you can call the Department of Energy and Environment (DOEE) at 202-535-1934 to make a complaint. A lead specialist will follow up and contact you to discuss the situation and determine if a DOEE lead inspection is appropriate.

If the DC Government finds a lead-based paint hazard in your home, DOEE will order your landlord to eliminate the hazard and will follow up to make sure the repair work gets done according to DC lead regulations. Your other rights under the District's Lead Law include:

A. Protection against retaliation by your landlord

Your landlord may not evict or otherwise punish you just because you have used any of the rights discussed in this notice.

B. Conditions under which your landlord or his employee or agent may enter your unit

As a tenant, you must allow the landlord to have access to your home at reasonable times for work related to lead-based paint hazards. The landlord must give you advance notice in writing at least 48 hours before the landlord wants to enter for work. This advance notice must:

- Describe the work that will be done in your unit, including the specific location of where the work will occur.
- Explain how the landlord proposes to separate the work area(s) from the rest of the unit, to eliminate the possibility of dust or debris spreading outside the work area(s); and
- State when the work may begin and when it is expected to end.

C. Procedures governing refusal to let the landlord have access to do the lead work in your unit.

If you refuse to allow the landlord or his or her agent or employee access to your home to do lead related work or do a lead inspection, and you have already received an official DOEE government property access form that has been properly signed and dated, the landlord may not be required to continue lead-based hazard work on your property and will be considered to be in compliance with the law.

The only reasons for refusing to allow a landlord to have access to your home that are valid are the following:

- (1) You had a reasonable basis for refusing access because the person to do the work was not properly certified to do the work; or
- (2) You offered the landlord a reasonable alternative for a time to gain access and the landlord rejected the reasonable conditions.

If you refuse your landlord or its agent access to your home without a valid reason and all of the notice requirements have been met, a warrant to enter your home may be issued by the Superior Court.

D. Requirement for lead-safe work practices

Workers removing lead hazards from the unit must follow “lead-safe work practices” and so must anyone who does maintenance, repair, or renovation work that involves drilling, sawing, or otherwise disturbing paint. These are work performance standards that are regulated by the Government.

E. Access to Lead Reports

You have a right to review and photocopy any reports that your landlord has relating to lead conditions about the building you live in. Property owners must make these reports accessible to tenants and to tenants’ agents, at reasonable hours and at a location reasonably close to the property.

F. Temporary moves

Due to the seriousness of any identified lead-based paint hazards that may be found in your home, the DC Government may require that you temporarily move, to protect any child under six years of age or a pregnant woman living in your household from possible exposure to lead. The cost of the temporary move will be paid for by the landlord. The temporary move would last until all lead-based paint hazards are taken care of in your home, and you've had a reasonable amount of time to move back to your home. The Government must give you an "Order to Relocate" notice within five (5) days of the date before the work to remove the lead begins.

**YOUR RIGHTS REGARDING TEMPORARY MOVES,
IF REQUIRED DURING WORK ON YOUR UNIT**

If the DC Government requires you to move in order to protect you or members of your household from the effects of exposure to lead-based paint hazards, you have the following rights:

- You have the right to a 14-day written notice that indicates when you are being asked to temporarily move, unless you agree to move sooner or the District Government decides that shorter notice is necessary because of health-threatening emergency conditions in your unit.
- You have the right to be temporarily relocated into a comparable, safe unit in the same building where you live, if one is available. If no units are available, the landlord must make all reasonable efforts to move you to a safe place in the same school district or ward that your unit is located in, and near public transportation if possible.
- You have the right to make your own arrangements for a temporary home, instead of moving to the one your landlord chooses for you. Your landlord still has to pay for reasonable relocation expenses.
- You have the right to move back home from the temporary location as soon as the lead hazard elimination work is done, without an increase in rent or any other changes to the lease.
- You have the right to receive a written, signed statement on a DOEE-issued right to return form completed by the owner/agent and to move back home from the temporary location as soon as the lead hazard elimination work is done and the unit has passed a clearance examination, without an increase in rent or any other changes to the lease.
- You have the right to receive a copy of the Clearance Report and written, signed and dated Clearance Acknowledgment before returning to your unit, to document that the lead-based paint hazards and underlying conditions that contributed to them have in fact been eliminated from your unit.

**If you have any questions about your rights,
please call the Office of the Tenant Advocate, at (202) 719-6560**

Owner or Agent's Signature

Date

Prospective or Current Tenant's Signature

Date