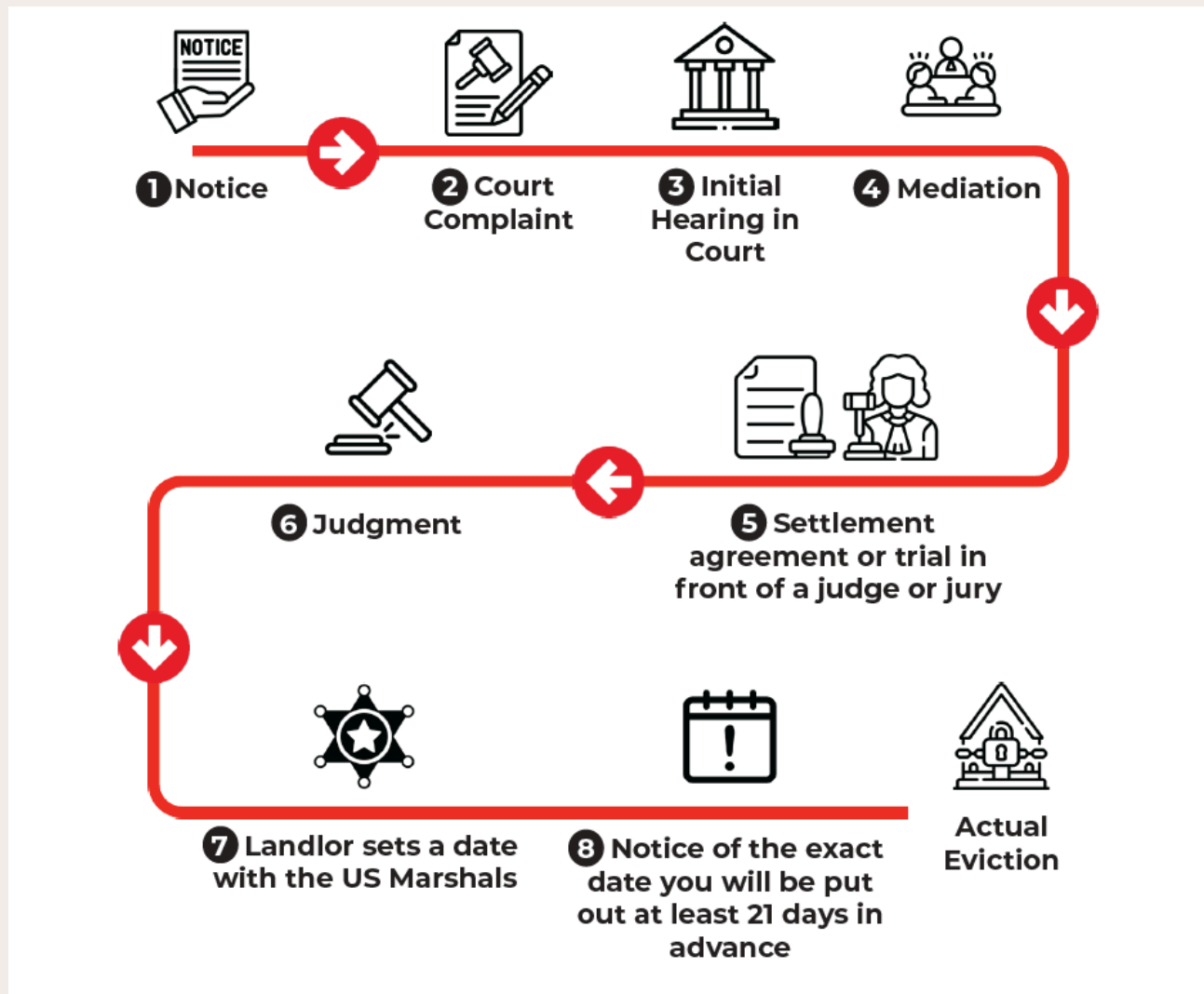


DC Tenant Guide to Eviction Defense

Legal Information for tenants facing eviction cases in DC Landlord and Tenant court without an attorney



Prepared by the Eviction Prevention in Community (EPIC) Initiative

DC Tenant Guide to Eviction Defense

The following information is specific to particular stages of the eviction process. Use this table of contents to find the info for your current situation.

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Tenant Guide to Pre-filing Eviction Notices

A notice on your door is NOT always a final eviction notice.

- **You can stay in your home.**
- Most notices are intended to alert you to a problem and give you time to fix the problem or find another solution.
- If you disagree with the notice, you can negotiate with your landlord or dispute it later if your landlord brings you to court.
- **Only a court can order your eviction.** You have the right to defend yourself in court.

What kind of notice did you receive?

30-Day Notice of Non-Payment of Rent

- 1**
- A 30 day notice of past due rent is a notice from your landlord that indicates you owe rent.

NOTICE OF PAST DUE RENT and INTENT TO FILE A CLAIM for the premises located at [REDACTED] (the "Premises")

This Notice is being issued pursuant to D.C. Code 42.3505.01(a-1). You are hereby notified that your housing provider intends to file a claim (Complaint for Possession) to recover possession of your rental unit not less than 30 days after the service of this Notice of Past Due Rent and Intent to File a Claim ("Notice") if the outstanding rent owed by you has not been paid within 30 days.

The total amount of rent currently owed is **\$1,750.00**. A ledger showing the dates of rent charges and payments for the period of delinquency is attached. You have the right to remain in the rental unit if the total balance of unpaid rent is paid in full. Landlord has the right to file a case

What are your rights?

- You have 30 days to pay the rent you owe to your landlord OR find another solution by talking with your landlord, e.g. a payment plan.
- If you are able to pay your full amount of back rent within the 30 day period, your landlord cannot move forward with an eviction.

What happens next?

- If you do not act within 30 days, your landlord may file a complaint that will initiate eviction proceedings.
- You may be able to dispute the amount you owe in court.

Questions? Call LTLAN (202)-780-2575

Tenant Guide to Pre-filing Eviction Notices

2

30-day Notice to Quit or Vacate

- It is a 30 day notice from your landlord that indicates you have violated the terms of your lease in some way.

What are your rights?

- You have 30 days to fix the lease violation or reach another solution.
- Your landlord must explain in the notice how they believe you have violated the lease & how you can fix the problem.

What happens next?

- If you do not act within 30 days, your landlord may file a complaint that will start an eviction case.
- You may be able to dispute your landlord's claims in court.
- You can stay in your home. Only a court can order your eviction.

NOTICE TO CORRECT OR VACATE
SECTION 42-3505.01(a) and (b)

TENANT'S NAME: [REDACTED]
DATE: [REDACTED]
TENANT'S ADDRESS: [REDACTED]

30 DAY NOTICE TO CORRECT OR VACATE

DEAR TENANT:

This notice is being sent to you pursuant to Section 501 (b) of the District of Columbia Rent Housing Act of 1985, D.C. Law 6-10, D.C. Code Ann. Section 42-3505.01(a) and (b). You are also hereby notified that you do not have to vacate the unit unless a court orders you to do so and that you also have the right to correct or cease the alleged violation of the tenant contained in this notice and remain in the unit. You also have the right to dispute t

3

90-day Notice to Vacate for Personal Use and Occupancy


- It is a notice from your landlord that indicates they are seeking to use the property for themselves, or someone they sell to, rather than rent to tenants.

What are your rights?

- Your landlord must allow you the full 90 days to find new housing.
- Your landlord cannot evict you only because they want to sell the unit.

What happens next?

- If you do not leave within 90 days, your landlord may file a complaint that will start an eviction case.
- If you believe the landlord does not intend to move in, you could contest the landlord's intent in court.

 District of Columbia Department of Housing and Community Development
Housing Regulation Administration – Rental Accommodations Division
1800 Martin Luther King Jr. Avenue SE, 2nd Floor
Washington, DC 20020
(202) 442-9505

90 DAY NOTICE TO VACATE
FOR PERSONAL USE AND OCCUPANCY
SECTION 501(d) NOTICE
D.C. OFFICIAL CODE § 42-3505.01(d) (Supp. 2008)
14 DCMR §§ 4300 et seq.(2004)

THIS NOTICE MUST BE FILED WITH THE RENTAL ACCOMMODATIONS DIVISION
WITHIN FIVE (5) DAYS OF THE DATE OF ISSUANCE TO THE TENANT

Internal Use Only
C/O current: yes no n/a
BBL current: yes
Reg. current: yes

There are other types of notices you may receive.

Tenant Guide to Initial Hearings

It is incredibly important to show up, in person or virtually: plan to be there **at least ten minutes early**.

You will be asked to “consent to the magistrate,” which allows that judge to hear the case at that hearing.

Tenants then generally have three options:

Request a continuance (postpone hearing):

1

- You can ask for more time to talk to an attorney and reschedule to a later hearing.
- Say “**I request a continuance with all rights reserved to seek legal counsel.**”

Request a Bench Trial

2

- If you know you have **defenses** (reasons why your landlord should lose) you can request a bench trial (a trial with the judge only).
 - Common defenses: housing conditions issues, ledger mistakes, your landlord made false accusations against you, etc.
- Say “**I want to have a trial before a judge**” & explain why your landlord should lose. Answer the judge’s questions simply & honestly.
- The court will set a date for mediation and a trial.
- **Do NOT admit you owe money**, or explain why you fell behind.

Request a Jury Trial

3

- If you know you have defenses, **AND** you file two forms called an **Answer and a Jury Demand** before the hearing, you can request a jury trial.
- Jury trials take much longer than bench trials. There are also more hearings you need to attend.
- If you have filed the forms, say “**I have filed an answer and jury demand.**” If you have not filed yet, see option one to ask for more time.
- The court will set a mediation date. A trial date is set later.
- There is a \$75 fee, but you can file a **fee waiver** form if you can’t pay.

Further Initial Hearings

Tenants have the same options at Further Initial Hearings as Initial Hearings (see reverse) EXCEPT they are **less likely to be granted a continuance** to seek counsel.

Generally, if you want a jury trial, you must file your answer & jury demand before the first further initial hearing.

Initial/ Further Initial Hearing Do's & Don'ts

DO NOT miss your hearing.

- 1 If there is an emergency, call the clerk's office (202-879-4879) to ask for an emergency continuance.

DO NOT admit that you owe money.

- 2 You could lose your chance to tell the court your side of the story, and you could lose the case.

If you have a pending ERAP application, DO tell the judge.

- 3 Some judges will choose to postpone your hearing while your ERAP application is being processed. This is not a guarantee, but it is important to tell the judge you have a pending application.

If the landlord requests a "protective order," DO ask for a Bell hearing" if you have bad conditions or dispute your rent.

A protective order is the Court requiring you to pay your rent into the Court instead of to your landlord while the case is pending.

- 5 When in doubt, DO ask for more time to speak to an attorney (a continuance).

Questions? Call LTLAN @ 202-780-2575

My Landlord proposed a settlement - now what?

You are **NOT** required to sign anything.

A settlement agreement or other agreement with your landlord is one way to resolve your case, but it is not the only way.

What is a settlement agreement?

- A settlement agreement is a **binding agreement** between the landlord and tenant about what actions will be taken to resolve your case.
- While a judge might have to approve any settlement you reach, **the landlord and tenant create the terms of the settlement.**

A tenant may agree to...

- Move out after a certain period of time
- Pay back rent over a period of time
- Pay rent on time for a certain period
- Behave in a certain way (ex. reducing trash in the unit) for a period of time
- Make sure unauthorized occupants leave the unit
- Any other promises agreed upon

A landlord may agree to...

- Give the tenant a neutral reference
- Not raise the rent for a certain period of time
- Not collect some or all of the back rent owed
- Make repairs by a certain date
- Any other promises agreed upon

What happens if someone breaks the agreement?

- If a tenant fails to take the agreed upon actions, it could lead to **negative consequences**, including eviction.
- If a Landlord fails to take the agreed upon actions, you could ask the court to make them fulfill their promise, but **you may still have to comply** with your end of the agreement during this process.

If I do sign something, can I get out of it?

- Once a settlement is filed with the court, it is almost always final and enforceable by either side. There must be a very strong argument to set aside the agreement.
- Claiming you did not understand the agreement or did not have any other options is rarely enough to set aside the settlement.

Tenant Guide to Settlement Agreements

Reasons you may want to enter a deal:

- You & your landlord may agree to you paying less than initially owed.
- You may have more control over the outcome of the case.
- You may be able to get repairs or other benefits from your landlord.
- Your case may be resolved more quickly.

Reasons you may NOT want to enter a deal:

1 You cannot afford the proposed payments

- If you cannot make the payments you agreed to, your landlord may still move forward with an eviction.
- If you fail to make payments, your landlord may be able to collect all payments due plus any outstanding rent and fees that have built up.

2 You disagree about what you owe

- If you believe the landlord miscalculated what you owe, there is an issue with your subsidy, or your landlord illegally increased the rent, agreeing to a deal may prevent you from disputing the amount owed.

3 You have housing conditions issues

- If you believe the housing conditions of your unit should reduce the rent you owe, agreeing to a deal may prevent you from disputing the amount of rent they say you owe later on.

4 You cannot meet the obligations you are agreeing to

- If you fail to meet an obligation of your agreement, this may lead to eviction.

Questions? Call LTLAN (202)-780-2575

Tenant Guide to Protective Orders

What is a protective order?

- It is a court order that requires a tenant to **pay their rent into the court registry** instead of directly to the landlord while the case is ongoing.
- At the end of the case, the money in the court registry is released to the landlord or the tenant depending on the outcome of the case.
- If a protective order is entered, even though your case is ongoing, **you will still have to pay your rent** to the court.

How do I pay my protective order?

- Protective orders must be paid into the court in one of 3 ways:
- The court will provide you with an info sheet explaining these options.

In person

Deliver to the
Landlord Tenant
Courthouse: 510 4th
St NW, Room 110

- M-F, 8:30 - 5:00
- Sat, 9:00 - 12:00
- W, 6:30 - 8:00

By Mail

Send a personal
check to:
Landlord Tenant
Court Clerk
510 4th St NW,
Room 110 Washington,
DC 20001

Electronically

Only for payments
below \$1000.
Contact
landlordandtenantdocket@dcsc.gov or call
(202) 879-4879 for
access to the portal.

Questions? Call LTLAN (202)-780-2575

Tenant Guide to Protective Orders

How much will I have to pay?

- Usually, your protective order is equal to your **monthly rent**.
- You may argue that you should **pay less** because:
 - There are conditions issues in your unit and your landlord has not fixed them, or
 - You think your current rent is incorrect.
- You can ask for a **Bell Hearing** to set the protective order amount later.
 - You can show the judge pictures of the problems or housing code violations in your unit, or evidence of other issues.
 - The judge will decide if, & by how much, to lower your payment.

What happens if I pay late or miss a payment?

- If you need to pay your protective order payment late, **you can ask the judge for more time** to make the payment.
 - You should still pay as soon as you can.
 - You can file a **motion to modify the protective order** to ask for more time.
 - Your landlord may ask the judge to enter sanctions (or punishments) against you for not paying on time.
- **If you miss a payment**, your landlord can ask the judge to enter **sanctions** (or punishments) against you.
 - Sanctions can range from preventing you from asking for a jury trial to entering a judgment in favor of your landlord.
- If you think you will not be able to make a payment, need more time to pay, or cannot afford your payments going forward, **call LTLAN**.

Tenant Guide to Defaults and Missed Hearings

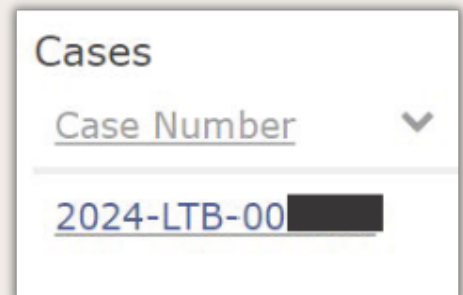
If you believe you missed your hearing, a number of things could have happened in your case. To find out what happened, you need to **check your court docket** (the official record of all events and filings in your case).

Checking the docket:

- Visit DC Superior Court Case Search at portal-dc.tylertech.cloud/Portal/Home/Dashboard/29
- Enter your name (Last Name, First Name) or your case number without spaces (2024LTB##### or 2024-LTB-#####)

* Enter a Record Number or Name in Last, First Middle Suffix Format

- Check the box beside “I’m not a robot” and click submit.
- Click on the correct case number to open your docket.
- You can also call the clerk’s office (202-879-4879) or LTLAN (202-780-2575) for assistance checking your docket.

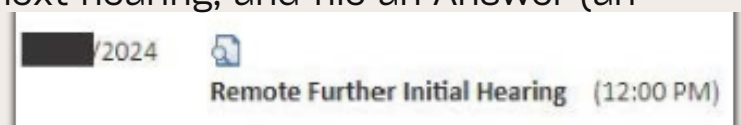


Below is a list of **possible outcomes** of missing your hearing, what they look like on the docket, and actions you can take to prevent eviction.

Your case was continued (postponed) for another hearing

1

- The judge may set another hearing, often a further initial hearing, and NOT enter a default on the record. The docket would not show a default, default judgment or writ, but instead a future hearing.
- It is important that you attend the next hearing, and file an Answer (an explanation of the legal reasons why you should win your case).



Continued on the next page >>>

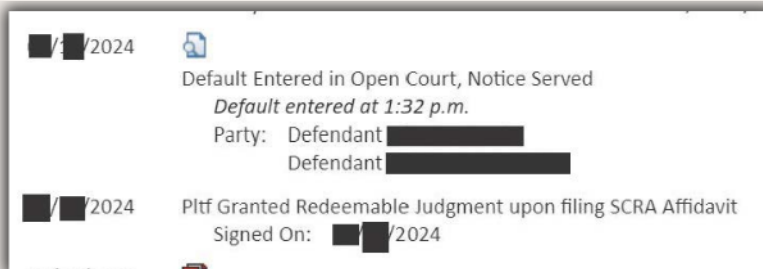
Questions? Call LTLAN (202-780-2575)

Tenant Guide to Defaults and Missed Hearings

A default or default judgment is entered

2

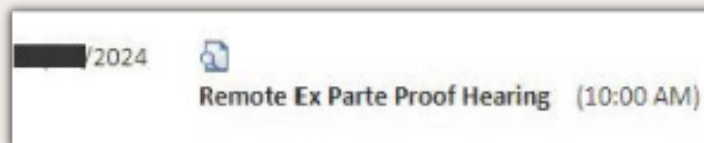
- This means that the judge has ruled against you because you were not present at your hearing.
- You will need to **file a Motion to Vacate the Default** explaining why you missed the hearing and why the ruling should be overturned.
- Once you file a motion to vacate, you can also file an Answer.



A default was entered AND I have an ex-parte proof hearing

3

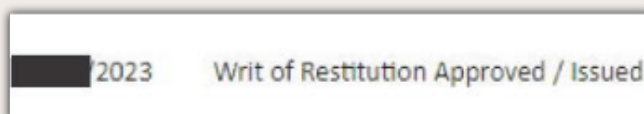
- You will need to **file a Motion to Vacate the Default** explaining why you missed the hearing.
- It is important to show up to the ex-parte proof hearing and tell the judge you filed a motion to vacate the default.



A default judgment was entered AND a Writ was approved.

4

- Immediately ask the Court for a “stay” of the eviction by **filing an “Application to Stay the Execution of a Writ of Restitution,”** which asks the judge to temporarily put the judgment against you on hold.
 - Your Application to Stay can inform the court of your motion to vacate the default.
 - If you have a pending ERAP application, that can also be a reason to stay the writ. See the ERAP & Pending Evictions flyer for more info.
- At the same time, you will also need to **file a Motion to Vacate the Default** explaining why you missed the hearing and why the judgment should be overturned.



You must complete these steps BEFORE your scheduled eviction date to prevent the eviction. If you did not receive notice of your eviction date, check the eviction list published by the Office of the Tenant Advocate at <https://ota.dc.gov/page/eviction-lists> to see if your eviction is scheduled.

Tenant Guide to Mediation

What is Mediation?

- Mediation is a negotiation between you and your landlord to try and **settle or resolve** your case.
- The negotiation is led by a **neutral mediator, not a judge**, who will try and help you reach a compromise.
- Mediation may be remote or in person at the Multi-Door Dispute Resolution Division.

When do I go to mediation?

- After the first hearing on your case, the court may order mediation. The Court sets a time for you and your landlord to meet with the mediator.
- If the court orders mediation, **you must attend mediation.**

How does mediation work?

- The mediator will listen to each party explain its side of the story and what each is hoping to accomplish.
- Then the mediator usually will discuss the case with you while the landlord waits outside the room. Then you & your landlord will switch places.
- The mediator will try to help both sides reach an agreement, known as a **settlement.**
- You may want to discuss any agreements or payment plans you think are already in place.
- Written agreements are easier to enforce later on.

Do I have to settle my case in mediation?

- No, you **do not** have to settle your case if you and your landlord cannot reach an agreement. You can also settle later.
- If you and your landlord cannot agree on how to resolve your case, your case may go forward in a number of different ways, including trial.

Questions? Call LTLAN (202)-780-2575

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You are **NOT** required to sign anything.

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What is a settlement agreement?

- A settlement agreement is a **binding agreement** between the landlord and tenant about what actions will be taken to resolve your case.
- While a judge might have to approve any settlement you reach, **the landlord and tenant create the terms of the settlement.**

A tenant may agree to...

- Move out after a certain period of time
- Pay back rent over a period of time
- Pay rent on time for a certain period
- Behave in a certain way (ex. reducing trash in the unit) for a period of time
- Make sure unauthorized occupants leave the unit
- Any other promises agreed upon

A landlord may agree to...

- Give the tenant a neutral reference
- Not raise the rent for a certain period of time
- Waive or not collect some or all of the back rent owed
- Make repairs by a certain date
- Any other promises agreed upon

What happens if someone breaks the agreement?

- If a tenant fails to take the agreed upon actions, it could lead to **negative consequences**, including eviction.
- If a Landlord fails to take the agreed upon actions, you could ask the court to make them fulfill their promise, but **you may still have to comply** with your end of the agreement during this process.

If I do sign something, can I get out of it?

- Once a settlement is filed with the court, it is almost always final and enforceable by either side. There must be a very strong argument to set aside the agreement.
- Claiming you did not understand the agreement or did not have any other options is rarely enough to set aside the settlement.

Tenant Guide to Trials

What is a trial?

- At trial, you and your landlord present your sides of the story to the judge.
- Trials tend to follow a specific format - the judge may tell you to do each step.
- You should be prepared to present your **evidence** to the judge, rather than simply telling the judge what happened.
- If you don't attend your trial, you risk losing your case by default.

As an example, consider a trial where a landlord is evicting the tenant for not paying their rent, but the landlord has repeatedly failed to fix a broken window.

What should I bring with me to a trial?

- **Exhibits** can take different forms, like pictures, messages or documents. It should show the judge why you should win the case.
 - Bring multiple printed copies of any pictures or documents to court.

For example, good exhibits could be pictures you took of the broken window and your texts to the landlord requesting repairs.

- **Witnesses** are people who can speak about the evidence. The judge should ask you if you have any witnesses.
- You do not have to bring any witnesses to your trial, but it may help if you can. You can also be a witness in your own case.
- If you present exhibits created by another person, that person will need to **testify** about their evidence.

For example, a good witness might be a friend who visited and saw the broken window.

Questions? Call LTLAN (202)-780-2575

Tenant Guide to Trials

What happens at trial?

- At the beginning of the trial give the judge a brief summary of your side of the case (**opening statement**).
- Then, both sides will present evidence and call witnesses.
- At the end of the trial, tell the judge why the evidence from the trial shows you should win (**closing statement**).

An opening statement could tell the judge that you believe you owe less rent because your landlord repeatedly failed to fix your window.

A closing statement could tell the judge that the pictures of your broken window and testimony that you presented show that the room was unusable and you owe less rent

How do I present information at trial?

- Most information in a trial will come out through **testimony**, or questioning, of witnesses. Exhibits should be presented during testimony.
- Each side will question their witnesses (**direct examination**).
- After each witness, the other side can ask the witness questions too (**cross examination**)
 - You can challenge what the other side is saying if you believe it is inaccurate or incomplete.
 - If you are your own witness, you will testify but can be cross-examined by the landlord too. You should take notes on what happened and write out your testimony beforehand.

You could testify yourself about the broken window, or you could ask your witness when was the last time they visited, and then to describe your window.

What happens next?

- Once the trial is over, the judge will make a decision
- The judge's decision is binding, but if you are unhappy with the decision, you can request that an associate judge review it.

How can I stop a scheduled eviction?

Call LTLAN (202-780-2575) for legal help ASAP.

If you have an eviction scheduled, **immediately ask the Court for a “stay”** by filing an “Application for Stay of Execution of Writ of Restitution,” which asks the judge to temporarily put the judgment against you on hold. Without a stay, **you can still be evicted** even if you follow the next steps. Below are some of the reasons you can file a stay:

I missed my hearing & have a default judgment

- 1 To get a default judgment removed and stay the eviction, you should file 3 documents:
- “Motion to Vacate Default Judgment,” which explains why you missed a hearing
 - An explanation of the legal reasons why you should win the case, called an Answer
 - The Application to Stay The Writ

I think the judge was wrong about my case

You have two options. You can file:

- 2
- “Motion for Reconsideration,” which asks the judge to change their decision, or
 - Appeal or Review which asks another judge to look over your judge’s decision and see if they followed the law.

You also need to file an Application to Stay the Writ to avoid being evicted while the judge decides on your motion or appeal.

My landlord didn’t give me proper notice of my eviction date

- 3
- Your landlord is required to inform you of a scheduled eviction at least 21 days in advance in 3 ways (see reverse). Your landlord cannot evict you until they give you proper, 21-day notice.
 - If your landlord did not follow all of these steps to notify you, file an Application to Stay the Writ explaining that your landlord failed to provide proper notice of your eviction date.

I have a pending ERAP Application

- 4
- The Court may pause your case until there is a decision on your ERAP application, if you File an Application to Stay the Writ mentioning your ERAP application.

You can move out before your scheduled eviction date to avoid the U.S. Marshals. Notify your landlord that you are planning to move out early. **Moving out early does not change the outcome of your case.** Your eviction judgment will remain on the record until your case is sealed.

Tenant Guide to Writs & Scheduled Evictions

What is a writ?

- A writ – which can also be called a “writ of restitution” – means that your landlord has won an eviction case against you and has filed paperwork to evict you.
- The writ tells the U.S. Marshals Service to schedule your eviction date. This may happen even if you never attended court.

How do I know if I have an eviction date scheduled?

- The U.S. Marshals Service will mail you the writ of restitution, which should tell you the date of your eviction.
- Your landlord must also notify you at least 21 days before your scheduled eviction in 3 different ways: 1) first-class mail; 2) electronic communication, like email or text; and 3) posting on your door.
- Check the eviction list published by the Office of the Tenant Advocate at <https://ota.dc.gov/page/eviction-lists> to see if your eviction is scheduled.

What if I have an ERAP application pending?

- If you have an ERAP application pending, the Court may “stay” (pause) eviction cases for non-payment of rent.
- In order to pause the eviction, you must tell the Court immediately about your pending ERAP application by filing an Application to Stay the Writ.

Redeemable Judgments

- A redeemable judgment means that you can “redeem” your tenancy and prevent eviction by paying the rent you owe your landlord.
- If you are being evicted only because you owe rent, you can redeem by paying all rent you owe & court costs before your eviction occurs.
- Get a receipt from the landlord proving you paid your rent balance.

Non-Redeemable Judgments

- A nonredeemable judgment means you cannot stop the eviction simply by paying rent. This is most common in cases that are **not** about unpaid rent.
- You can still try to prevent your eviction by:
 - Asking the judge to vacate (undo) a default judgment,
 - Moving out before your eviction date.

Questions? Call LTLAN (202-780-2575)

Tenant Guide to Self-Help Evictions (Lock-outs)

What is a Self-Help Eviction?

- If a landlord prevents you from accessing your home **without going through the court process**, that is a wrongful or “self-help” eviction.
- A landlord cannot **change your locks**, deactivate your key fob, or physically stop you from entering your home.

How could my landlord legally kick me out?

- A landlord can **never** evict a tenant without the court’s permission.
- In order to legally evict a tenant, a landlord must go through the **entire court process**.
- A landlord generally must give a tenant **written notice** before they file an eviction case.
- A landlord would have to **win** their case against you and obtain a “**writ**” (or an eviction order) before evicting you.

What do I do if my landlord locks me out?

- Attempt to **ask the landlord** for a new key or access first.
- If they do not respond, you can go to the clerk of the Civil Actions Branch (500 Indiana Ave, Room 5000) and ask to file for a **Temporary Restraining Order** form.
- The clerk may ask you to also file a civil or housing conditions complaint form. Briefly and simply describe what happened.
- If you have an open case in landlord tenant court, ask the Landlord-Tenant clerk (510 4th St NW Rm 110) for a Temporary Restraining Order form.

What is a Constructive Eviction?

What is a Constructive Eviction?

- Constructive eviction occurs when there are conditions in your home that **force you to leave your unit**, such as:
 - Your electricity, water, or hot water is shut off
 - Your heat or A/C is shut off in season
 - Your unit has serious damage from fire, or
 - Your unit is otherwise uninhabitable because of the conditions;
- **AND** you believe your landlord knows about the conditions but **does not fix** the conditions in a reasonable amount of time.

What should I do if I am constructively evicted?

- If possible, attempt to **notify your landlord** of the issue.
- If your landlord does not respond or fix the issue as soon as reasonably possible, you can go to the clerk of the Civil Actions Branch (500 Indiana Ave, Room 5000) and ask to file for a **Temporary Restraining Order** form.
- The clerk may ask you to also file a civil or housing conditions complaint form. Briefly and simply describe what happened.
- If you have an open case in landlord tenant court, ask the Landlord-Tenant clerk (510 4th St NW Rm 110) for a Temporary Restraining Order form.

Questions? Call LTLAN (202)-780-2575

Tenant Guide to Post-Eviction Rights

What is the Eviction with Dignity Act?

- The Eviction with Dignity Act provides certain rights for tenants who have been evicted through the court process.
- The US Marshals must notify you **at least 21 days** before your scheduled eviction in **3 ways**: by mail, electronically, and by posting on your door.
- On the eviction date, the US Marshals will come and supervise as the property manager changes the locks of the unit.
- Even if your eviction date is scheduled, you **cannot be evicted** if it is raining or will be below freezing at any point that day.

What rights do I have to gather my belongings after being evicted?

- The landlord must give you an **opportunity** to get your belongings.
- Your landlord must keep your personal property in the unit for **seven days** after you are evicted.
- Your landlord must allow you to come get your personal property from the unit at **a time you both agree to** for at least 16 hours, across 2 days, between 8am and 6pm.
- If you do **not** claim your personal property within 7 days from the date of your eviction, or arrange another time with your landlord, your landlord may dispose of your belongings.
- If your landlord does not provide you this opportunity, ask the Landlord-Tenant Clerk (510 4th St NW Room 110) to file a **Temporary Restraining Order form** in your eviction case.

Tenant Guide to Post-Eviction Rights

I have been evicted and I do not have anywhere to go. What resources are there?

Virginia Williams Family Resource Center

- Virginia Williams provides services and resources to stabilize families at risk of homelessness. **Virginia Williams only assists D.C. residents with children.**
- To conduct an intake with Virginia Williams, visit in-person with your family at **64 New York Ave NE.**
- You can visit Virginia Williams Monday – Thursday from 8:30AM to 4:00PM and Friday from 8:30AM to 12:00PM.

Homelessness Services Shelter Hotline

- For individuals, the city's Emergency Shelter program for adults provides beds on a first-come, first-served basis.
- **Call the shelter hotline at (202) 399-7093 or dial 311** for transportation to one of the city's emergency shelters.
- The shelter hotline is open **every day** from 8:00AM – 12:00PM. During hypothermia season, November 1 to April 15, the shelter hotline is open 24 hours a day.
- The city refers individuals to shelter via a Coordinated Entry system - walk-ins are rarely allowed, so calling the hotline increases your chance of accessing shelter.

Questions? Call LTLAN (202)-780-2575

Tenant Guide to ERAP & Eviction Cases

What is a pending ERAP application?

- ERAP is a rental assistance program that makes one-time payments towards back rent on behalf of tenants who faced a temporary emergency.
- ERAP applications are considered pending only if:
 - The agency processing your application has not yet made a determination to approve or deny your application, or
 - Your application is approved, but your landlord has not yet received funds.
- ERAP applications are **automatically denied 45 days** after processing begins if all documents are not received from both you and your landlord.

How do I find out my ERAP application status?

- If you successfully submitted your application, you should have received a nine-digit confirmation number starting with C.
- Visit **erap.dhs.dc.gov** and log in using the account you made when you applied. Click on “Your Applications” to view your application status.
- If you don’t remember your log-in info, or don’t have a smartphone or computer, call the ERAP hotline at 202-507-6666 & ask for your status.
- If your status is “submitted”, “claimed”, “pending tenant or LL documents”, “ready for review”, or “approved for payment”, **it is pending**.
- If your application status is shown as incomplete, denied, or payment issued, **it is NOT pending**.

How does ERAP affect my eviction case?

- ERAP law changed in October 2024. Currently, if you tell the judge that you have an ERAP application pending, **the Court can, but is not required to “stay”** (pause) eviction cases for non-payment of rent.
- If the court decides to stay the case, your hearing will be rescheduled. You must attend your future hearings, say that you have a pending ERAP application, and be prepared to list the reasons why you need a stay (ex. ERAP will pay all of my rent arrears).
- If you have a writ or scheduled eviction AND you have an approved ERAP application that will cover all of your rental arrears, **tell your landlord and the Court immediately** by filing an Application to Stay Execution of the Writ.

ERAP & the Eviction Process

In D.C., a pending ERAP (Emergency Rental Assistance Program) application can give tenants additional time in eviction cases for non-payment of rent (not lease violations).

Initial, Further Initial, & Bell Hearings

If you tell the judge that your ERAP application is pending, the hearing can be rescheduled to a later date.

Mediation

Both parties may choose to go forward with mediation OR you can ask for a pause while ERAP is pending.

Landlord requests a writ of possession

The Court will likely issue a Writ (Eviction Order) EVEN IF your ERAP application is pending.

An eviction is scheduled

The Court will DELAY the Execution of a Writ (changing the locks) if your ERAP application is approved AND ERAP will cover all of the rent you owe.

The new ERAP law requires documentation proving your **income** (ex. Pay stub, SSA statement).

You also need to document the nature of your emergency. If you cannot, you have to explain your emergency and why you were not able to provide documentation.

Questions? Call LTLAN (202-780-2575)

**Check this guide out online
for more resources and
links to the court forms
you need!**

rebrand.ly/DCEvictionDefense

