



Department of Housing and Community Development
 Rental Accommodations Division
 Housing Resource Center, 1st Floor
 1800 Martin Luther King, Jr. Avenue, S.E.
 Washington, D.C. 20020 | (202) 442-9505

RAD Date Stamp

NOTICE OF NONPAYMENT AND POSSIBLE EVICTION

(SECTION 501(a-1) 30-DAY NOTICE FOR ALL RENTAL UNITS)

TO BE USED ONLY IF THE VIOLATION IS NONPAYMENT OF RENT.

Date: _____

Tenant/Occupant Name: _____

Tenant/Occupant Address: _____

City, State & Zip Code: _____

Part 1: Housing Accommodation Information

Street Address _____

Unit No. (if applicable): _____

Zip Code _____ Washington, D.C. _____

Basic Business License No. _____

Basic Business License Expiration Date _____

RAD Registration or Exemption No. _____

Part 2: Failure to Pay Rent

YOU HAVE THE RIGHT TO DEFEND YOURSELF IN COURT. ONLY A COURT CAN ORDER YOUR EVICTION. FOR HELP OR FREE LEGAL SERVICES, CONTACT THE OFFICE OF THE TENANT ADVOCATE AT 202-719-6560 OR THE LANDLORD TENANT LEGAL ASSISTANCE NETWORK AT 202-780-2575.

This Notice of Nonpayment and Possible Eviction is being sent to you because you:

failed to pay your monthly rent of	\$	
for the dates between	from	to
for a total amount of rent owed of	\$	

Note: *The total outstanding amount must be \$600 or more to issue this notice. Failure to pay a late fee is not a basis for an eviction.*

A RENT LEDGER SHOWING THE DATES THE RENT CHARGES AND PAYMENTS FOR THE PERIOD OF DELINQUENCY IS ATTACHED TO THIS NOTICE OF NONPAYMENT AND POSSIBLE EVICTION.

You have the right to remain in the unit if the total balance of unpaid rent is paid in full. _____
 _____ (print name of housing provider) has the right to file a case in court seeking your eviction if the amount of rent you owe is equal to or at least \$600 and you do not pay the balance of the rent in full within 30 days of this notice. If the amount you owe is less than \$600, _____
 _____ (print name of housing provider) can notify you of the amount due by cannot file a case in court seeking your eviction. You have the right to defend yourself in court. Only a court can order

your eviction. For further help or to seek free legal services, contact the D.C. Office of the Tenant Advocate on (202) 719-6560 or the Landlord Tenant Legal Assistance Network on (202) 780-2575.

Part 3: Tenant's Right to Pay and Remain

The Rental Housing Act of 1985 (Act) (D.C. Official Code 2001 ed., as amended, § 42-3505.01 *et seq.*) states if you fail to pay the total amount of rent you owe within 30 calendar days after receiving this notice, then your housing provider may take legal action to evict you and recover possession of your rental unit. If another month's rent becomes due before you make your full payment, you must pay the additional amount to avoid eviction. You are responsible for promptly paying all future rent when due.

If you pay the total amount that you owe, your housing provider may not evict you and any legal action to evict you may be dismissed.

Part 4: Time Period for Tenant to Pay

If you do not pay your total rent due within 30 calendar days, this is your notice to quit and vacate your rental unit and the premises. You must pay your total rent or vacate the premises 30 calendar days from when you were served with this Notice of Nonpayment and Possible Eviction or which is: _____, 20____. If you do not vacate, the housing provider may file an eviction lawsuit.

Part 5: Tenant Rights and Legal Assistance

You have the right to:

- 1) Remain in your rental unit until a D.C. Superior Court judge issues an eviction order;
- 2) Pay the total amount of rent you owe within 30 days of your receipt of this Notice of Nonpayment and Possible Eviction;
- 3) Dispute the housing provider's allegations through the court process;
- 4) Remain in your unit even after your lease has expired as long as you continue to pay your rent and follow your lease terms;
- 5) Receive this Notice of Nonpayment and Possible Eviction translated in English and Spanish and your spoken language if you speak Amharic, Arabic, Chinese (Mandarin), French, Tagalog, or Vietnamese **and** your housing provider knows you speak that language; and
- 6) Ask for free legal services by contacting the D.C. Office of the Tenant Advocate on (202) 719-6560 or the Landlord Tenant Legal Assistance Network on (202) 780-2575.

Part 6: Legal Action to Evict

If you do not pay your rent or vacate, your housing provider can take legal action to evict you. Your housing provider must file an eviction lawsuit (called a "suit for possession") in D.C. Superior Court. Before filing a suit for possession, your housing provider must give you at least 30 full calendar days from the date after service of this Notice Nonpayment and Possible Eviction to pay your rent or vacate unless you agree otherwise in writing. Rent is due up to and including the date by which you are required to vacate. You may be responsible for other damages, claims, or violations under your lease should those occur. If your housing provider accepts partial payments after you receive this Notice of Nonpayment and Possible Eviction, the housing provider is not waiving any rights. Your housing provider must have a court order to evict you and is prohibited from removing you or locking you out of your rental unit.

Part 7: Tenant's Right to Defend Against Eviction

If your housing provider files a suit for possession, you may defend yourself and challenge this Notice of Nonpayment and Possible Eviction.

Part 8: Housing Provider Signature and Information	
Housing Provider Signature:	
Housing Provider Name (print):	
Owner Authorized Agent Other Title (if applicable)	
Housing Provider Address: (Note: P.O. Boxes are <u>not</u> acceptable)	
Housing Provider Telephone No(s).	
Housing Provider Email Address:	
Date:	

Required Attachment:

A rent ledger showing the dates the rent charges and payments for the period of delinquency
(Note—failure to pay a late fee is not a basis for eviction)

LEDGER OF UNPAID RENT

Due Date	Rent Due	Rent Paid	Rent Unpaid
		TOTAL:	\$

You must pay the total amount of unpaid rent, or your housing provider may file a claim for eviction. You may also owe late fees in addition to the unpaid rent.

AFFIDAVIT OF SERVICE

Note to Housing Provider: if you file a suit to recover possession in the Superior Court of the District of Columbia, you must prove that you served this Notice of Nonpayment and Possible Eviction correctly.

My name is _____ (print name), and I am authorized to serve the attached 30 Day Notice of Nonpayment and Possible Eviction. I further declare that:

1. My age is _____ and my birthdate is _____.
2. My business address is (no P.O. Boxes) _____
_____.
3. At the following date _____, 20____ and Time _____ AM/PM, I served the attached 30 Day Notice of Nonpayment and Possible Eviction in both English and Spanish (check only one):

By personal service upon _____ (print tenant's name) at _____ (print tenant's address).

By substitute service upon _____ (print party's name) at _____ (print address).

Party's Description:

Approximate Height: _____	Approximate Weight: _____
Gender (M/F) _____	Approximate Age: _____
Hair Color _____	Other: _____

By posting service at the rental unit. My first attempt was made on _____, 20____ at _____ AM/PM. A copy also was sent by first-class mail, postage prepaid, to the tenant at the rental unit address on _____, 20____. I took a date stamped and timed photograph of the posted notice. The photograph has a readable time and date stamp.

By registered mail and the tenant signed for the mail.

Explanations and Descriptions: _____

I declare under penalty of perjury that the foregoing is true and correct.

Process Server
Printed Name: _____
Date: _____