District of Columbia Superior Court

Civil Division

Landlord and Tenant Branch

Case Management Plan

Revised February 2025

Table of Contents

Purpose

All cases filed in the Civil Division, Landlord and Tenant Branch of the Superior Court of the District of Columbia are to be determined in a just, speedy and inexpensive manner in accordance with the Superior Court Rules of Civil Procedure for the Landlord and Tenant Branch. The purpose of this case management plan is to give parties a broad understanding of case management in the Landlord and Tenant Branch within the scope of the rules. It details the actions the court takes to monitor andcontrol the progress of a case, from initiation through final disposition, and to ensure prompt resolution consistent with the individual circumstances of the cases. Specifically, the case management plan provides court staff and the public with information about the procedures used to ensure efficient and effective case processing in the Landlord and Tenant Branch. This plan is not a substitute for the advice of a lawyer. The law can be very complicated, and it is not possible to address every situation in one document. Parties are strongly encouraged to talk to a lawyer to help protect their legal rights. The Superior Court Rules of Civil Procedure for the Landlord and Tenant Branch referenced in this document can be accessed on the court's website for more information.

Judicial Assignments

There are four L&T Courtrooms, which are presided over by D.C. Superior Court Magistrate Judges and Senior Judges. The main courtroom is B-109 and it is presided over by magistrate judges who rotate on a quarterly basis. The other courtrooms are B-52, B-53, and A-45. The Presiding Judge and Deputy Presiding Judge provide support on an as needed basis.

If a case is certified to the Civil Actions Branch due to the filing of a jury demand, that case will be assigned to an Associate Judge. An Associate Judge assigned to a case after the filing of a jury demand is referred to as the "calendar judge" in this document.

Case Types in the L&T Branch

The Landlord and Tenant Branch is a court of limited jurisdiction. Every case filed in the Landlord and Tenant Branch begins with a "Verified Complaint for Possession of Real Property." A Verified Complaint for Possession of Real Property is a request that the court issue the plaintiff a judgment for possession of real property against the defendant. A judgment for possession of real property against the defendant gives the plaintiff the right to file a writ of restitution, which is a court document authorizing the eviction of the defendant under the supervision of the United States Marshals Service.

If a Verified Complaint for Possession of Real Property is based on nonpayment of rent, the complaint may also include a request for a money judgment in the amount of rent the tenant owes the landlord and late fees as permitted by law. *See* L&T Rule 3. In addition to a claim for possession of real property, it may also include a claim for the recovery of personal property located in the premises and belonging to the plaintiff. *See* L&T Rule 3. If a plaintiff only wants to collect rent or other damages, and is not seeking an order to evict the defendant, the plaintiff must file a lawsuit in the Small Claims and

Conciliation Branch (for cases seeking $10,000 or less) or the Civil Actions Branch (for cases seeking more than $10,000.01) per DC Code 11-1321.

Although most cases in the L&T Branch are brought by landlords seeking to evict tenants for nonpayment of rent or for some other violation of the lease, cases in the L&T Branch do not always involve landlords and tenants. For example, a plaintiff might be seeking possession from someone who is a squatter, a foreclosed homeowner, terminated employee, or terminated cooperative member.

Tenants may not file complaints in the L&T Branch; however, a tenant who is sued for nonpayment of rent in the L&T Branch can file a counterclaim. Please refer to the section on Counterclaims for more information. Tenants who are not sued for nonpayment of rent can file a lawsuit in the Small Claims and Conciliation Branch (for cases seeking $10,000 or less) and the Civil Actions Branch (for cases seeking more than $10,000.01 or seeking repairs because of violations of the D.C. Housing Code).

The DC Courts' Eviction Diversion Program (EDP) helps landlords and tenants who have a case filed in Landlord and Tenant Court. The EDP provides access to services that can help landlords and tenants resolve their cases as quickly and fairly as possible. The program focuses on residential cases regarding non-payment of rent and or lease violations (does not include public safety cases).

Housing Conditions Calendar

The housing conditions calendar allows tenants to sue landlords for D.C. Housing Code violations on an expedited basis. The housing conditions calendar is limited in nature and only available for those seeking to enforce compliance with D.C. Housing Code Regulations, 14 D.C.M.R. §§ 500-900, 1200. Tenants seeking other relief, such as monetary relief for the condition of the property, return of a security deposit, personal injury, or possession of rental property, must file a separate, non-housing conditions claim in the Small Claims Branch or in the Civil Actions Branch, or as a counterclaim to a Landlord & Tenant case.

The tenant-plaintiff is responsible for serving (giving official legal notice) the landlord-defendant at least eight calendar days in advance of the hearing.

To file a case, a plaintiff must file a complaint and summons with the Civil Actions Branch Clerk's office, Moultrie Courthouse located at 500 Indiana Ave., N.W., Room 5000. A copy of the complaint and summons must then be served on the defendant.

Additional information on how to file a housing code complaint is available online. https://www.dccourts.gov/sites/default/files/HCC_InstructionSheetForHousing Cod eComplaint.pdf

Legal Assistance

An individual person may file a complaint in the Landlord and Tenant Branch on his or her own behalf without the assistance of an attorney. A person who is not an attorney may not file a case on behalf of another person or a business. The only reason a person who is not an attorney may appear before the court on behalf of another party is to request a continuance. Corporations and certain other businesses that are plaintiffs in landlord and tenant cases must always be represented by an attorney, including when the complaint is filed. Corporations and certain other businesses that are defendants in landlord and tenant cases may appear through an authorized officer, director, or employee solely for the purpose of entering into consent agreements if they have the authority to do so. *See* L&T Rule 9 and Court of Appeals Rule 49 (c).

The clerk's office can answer basic questions about how to fill out complaint and summons forms, provide an instruction sheet describing how to serve the complaint and summons, and give other basic information. The clerk's office cannot give legal advice. Links to all documents available online are provided in this plan. They are also available in the clerk's office and online.

Parties are strongly encouraged to seek the advice of an attorney to help protect their legal rights. The clerk's office is not allowed to answer questions about whether a notice to quit is needed, what to ask the court for, whether a person can be sued for a particular reason, how likely a party is to succeed, what happens if a tenant pays or moves out before the case is in court, or any other issue that will affect the parties' rights. Those are the types of questions to ask an attorney.

The resources below are available to assist with landlord and tenant matters. These resources are coordinated by the D.C. Bar Pro Bono Center and are not staffed by court employees. Each resource should be contacted directly to confirm their hours of operation and procedures.

Legal Services for Self-Represented Parties

Landlord Tenant Legal Assistance Network	Free legal information for both unrepresented tenants and small landlords who have residential housing disputes in D.C. (joint project of Bread for the City, D.C. Bar Pro Bono Center, Legal Aid Society of the District of Columbia, Legal Counsel for the Elderly, Neighborhood Legal Services Program, & Rising for Justice)	(202) 780-2575
Rising for Justice	Staff attorneys and students from local law schools are available year-round to provide advice to unrepresented tenants and assist them in filling out forms and pleadings. Please note that the number of student attorneys varies throughout the year. In some cases, a student supervised by a licensed attorney will represent a tenant throughout the case.	Court Building B, 510 4th St., NW, Room 210; Tuesday - Friday from 9:30 a.m. to 3:30 p.m.
The D.C. Bar Legal Information Help Line	Automated system of recorded messages giving basic information on more than 30 legal topics, finding an attorney, and the availability of free legal services in D.C.	(202) 626-3499 24 hours a day, seven days a week in Amharic, Chinese, English, French, Korean, Spanish, and Vietnamese.

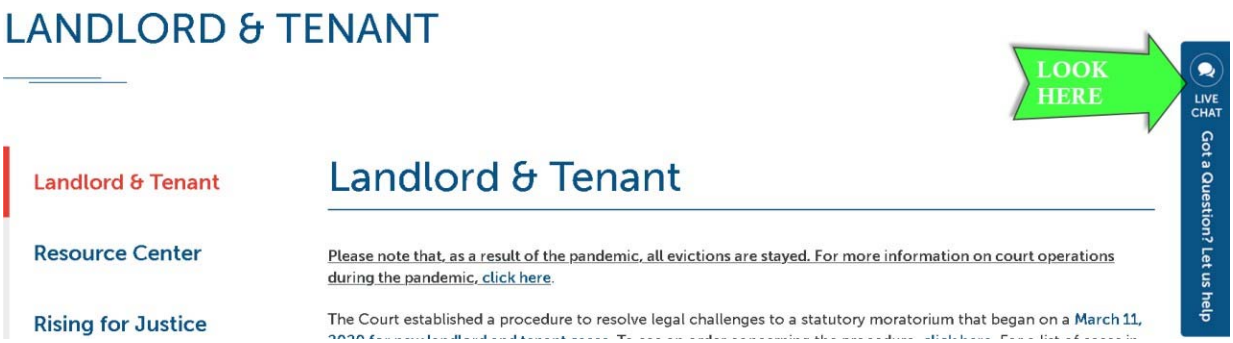
Clerk's Office Information

The clerk's office is located at 510 4th Street N.W., Washington D.C., Court Building B, Room 110. It is open weekdays from 8:30 a.m. to 5:00 p.m.; Saturdays from 9:00 a.m. to 12:00 p.m.; and Wednesdays from 6:30 p.m. to 8:00 p.m.

The clerk's office may be contacted via telephone as follows:

Landlord & Tenant Clerk's Office: (202) 879-4879

The Landlord and Tenant Branch live chat feature is available on the internet Monday through Friday from 8:30 a.m. – 5:30 p.m. The live chat feature is located to the far-right margin of the page.



Case Management System

The L&T Branch does not maintain paper records. When a party files a document, the clerk scans the paper filing and saves an electronic copy in the court's case management system. The original complaint is returned to the plaintiff after the initial hearing. All other documents are returned to the filer immediately by the clerk who accepts the filing. Filers are responsible for maintaining all original documents until the conclusion of the case, including any appeal or the expiration of the time for appeal.

Portal

Dockets for Civil Division cases, including L&T cases, are available for viewing through DC Superior Court Portal on the court's website. The online portal provides docket information for most cases as well as document images in some cases. Docket information and document images are available within minutes of being entered into the court record.

E-filing

E-filing is a method of initiating complaints and processing subsequent documents. The process consists of initiating Landlord & Tenant case types electronically.
D.C. barred attorneys are required to file electronically. Court participants that are not represented by an attorney have the option of filing electronically or in paper.

Filing Fees

Filing fees and protective order payments can be paid by cash, check, credit or debit card, certified check, or money order, and made payable to: "Clerk of the Court". A 4.5 percent service transaction fee is applied to all payment submitted by credit or debit card. Checks must be made payable to: "Clerk of the Court". A list of all Filing Fees can be accessed on the internet.

Waiver of Court Costs

If a party is unable to pay court costs, fees, or security without substantial hardship, the court may waive the requirement to prepay court costs. Civil Rule 54-II. When the court waives prepayment of court costs, it is called a "fee waiver". To request the court waive prepayment of court costs, an Application to Waive Court Costs and Fees must be filed with the clerk's office. Parties may file an application at any time, either in open court; online; or in the clerk's office. The clerk will immediately review the application and if appropriate and depending on specific criteria may approve the waiver of court costs application. If the clerk is unable to approve the application, it will be forwarded to a judge to decide. The filer may contact the clerk's office to find out if the application was granted or denied.

If fee waiver status is granted, it does not completely waive the responsibility to pay court costs. In rare circumstances, a judge could order the party to pay the court costs at the end of the case.

The Lifecycle of an L&T Case

Below is a brief description of the lifecycle of a typical L&T case. The remainder of this plan explains how the court manages each stage in the lifecycle of an L&T case.

1. Plaintiff files a complaint and summons
2. Clerk schedules an initial hearing
3. Plaintiff's process server serves defendant with the complaint and summons and files a declaration of service, L&T Form 3.
4. Initial court hearing
5. Court enters judgment as a result of:
   a. Default;
   b. Confession;
   c. Consent judgment agreement;
   d. Breach of settlement agreement; or
   e. Trial
6. Enforcement of judgment, usually by writ of restitution

Filing a Case

An L&T complaint must be filed using an L&T Complaint Form **and** Summons to Appear in Court and Notice of Hearing (L&T Form-1S). The fee for filing the complaint is $15.00.

There are four separate and distinct Verified Complaints for Possession of Real Property. The complaints are numbered Form 1A, Form 1B, Form 1C, and Form 1D. Only one of the complaint forms should be used depending on the type of case.

1. Form 1A: Nonpayment of Rent - Residential Property *must* be used if the only reason the plaintiff is suing the defendant is for failure to pay rent. Form 1A must be used even if the defendant was served with a notice to quit for nonpayment of rent or notice to correct or vacate for nonpayment of rent. Plaintiff is prohibited from seeking to evict defendant for nonpayment of rent in an amount of less than $600.00. D.C. Code § 16-1501.

2. Form 1B: Violation of Obligations of Tenancy or Other Grounds for Eviction - Residential Property must be used if the only reason the plaintiff is suing the defendant is because the defendant violated an obligation of the tenancy or for other grounds for eviction, such as a squatter or operation of a drug-haven. If the complaint for possession includes a claim for nonpayment of rent in addition to an allegation that the defendant violated an obligation of the tenancy do not use this form.

   Note: Do not use this form if the only basis for the complaint for possession is nonpayment of rent.

   Examples for when to use Form 1B:

   - The tenant has violated the terms of the lease agreement by damaging the

property and disturbing other tenants. The plaintiff has served a 30-day notice to correct or vacate, the notice has expired, and the tenant has not corrected the violations. There is no allegation of nonpayment of rent in the notice to correct or vacate.

- The plaintiff served the tenant with a 90-day notice to vacate for personal use and occupancy.
- A person is in the home who is not a tenant and who refuses to leave.
- The tenant is maintaining a drug haven in the property.
- The tenant's conduct poses a significant, immediate danger to the health or safety of the landlord, landlord's employees, or other tenants at the property.

3. Form 1C: Nonpayment of Rent and Other Grounds for Eviction – Residential Property must be used if the complaint for possession includes a claim for nonpayment of rent and an allegation that the defendant violated an obligation of the tenancy.

   Examples for when to use Form 1C:

   - The tenant has failed to pay rent and the tenant has also violated the terms of the lease agreement by keeping a dog in the unit. The tenant was served with a 30-day notice to correct or vacate and a 30-day nonpayment of rent notice, the notices have expired, and the tenant has not corrected the violation by removing the dog or paid the rent balance. The plaintiff wants to sue the tenant for both nonpayment of rent and for violating the lease by having a dog.
   - The tenant has failed to pay some rent and has been habitually late with the rental payment. The tenant has been served with a 30-day notice to correct or vacate stating that he or she owes rent *and* has been habitually late with rent. The notice has now expired and the tenant has not paid the rent and has not made timely rental payments.
   - **Note:** Do not use this form if the only basis for the complaint for possession is nonpayment of rent, even if the defendant was served with a notice to quit for nonpayment of rent or notice to correct or vacate.

4. Form 1D: Commercial Property must be used if the complaint for possession involves a commercial tenancy. The basis for the claim of possession does not matter, whether it is nonpayment of rent or expiration of a notice to quit, if the property is commercial property this complaint must be used.

   Examples for when to use Form 1D:

   - The plaintiff is the owner of commercial property and the commercial tenant has failed to pay rent.

- The plaintiff is the owner of commercial property and the commercial tenant is violating the terms of the lease agreement.
- The plaintiff is the owner of commercial property and the lease with the commercial tenant has expired.

The plaintiff is required to use one of these complaint forms. It is important to choose the correct form and fill it out completely and accurately. Make sure the writing on the complaint can be read clearly on all of the copies in dark black ink. The forms can also be completed electronically online. The Landlord and Tenant Branch Clerk's Office will give the plaintiff whichever form is requested. If the plaintiff is not certain which form to use, he or she must seek information from the Landlord and Tenant Resource Center or legal advice from an attorney.

In most cases, a plaintiff must serve a notice to quit before filing an L&T complaint. The most notable reasons for not requiring a plaintiff to serve a notice to quit are: (1) complaints alleging that the defendant is maintaining a drug haven; and (2) complaints alleging that the defendant is not a tenant. For questions about whether to serve a notice to quit, the content of a notice to quit, or how to serve a notice to quit, the plaintiff should consult with an attorney. The clerk's office cannot provide instructions on notices to quit.

Summons to Appear in Court

A completed Summons to Appear in Court (L&T Form-1S- Summons) must accompany the complaint. The Landlord and Tenant Branch Clerk's Office will give the plaintiff a court date to insert on the summons.

Service of the Complaint, Summons, and Initial Hearing Notice and Instructions

Who May Serve

The summons and complaint and any attachments must be served by a competent person who is at least 18 years of age and not a party to the case.

Service Information for Plaintiffs with an Application to Waive Court Costs and Fees (Fee Waiver) Approved

A plaintiff with an approved application to waive court costs and fees (fee waiver) should attempt to have a friend or family member serve the defendant. If the plaintiff is unable to serve the defendant, the plaintiff may file a motion to extend time to serve and explain the reason why the defendant was not served. The judge may order the clerk's office to serve the defendant.

Timing and Methods of Service

Service must be made not later than 30 days before the initial hearing date.
There are three methods to serve an L&T Summons and Complaint: (1) personal service; (2) substitute service; (3) service by posting and mailing. They are described in detail in the paragraphs below. In every case, the process server first must make good faith efforts to make personal service. If the process server has made a diligent and conscientious effort at personal service and has been unable to serve a defendant

either personally or by substitute service, then the process server may, as a last resort, serve that defendant by posting and mailing.

If the plaintiff is seeking a money judgment in addition to a judgment for possession, then there must be personal service on each defendant against whom a money judgment is sought. If the defendant is not served personally, then the plaintiff may be limited to a judgment for possession against that defendant.

Personal Service

Personal Service on a defendant who is an individual is made by giving a copy of the summons and complaint directly to the defendant in person.

Substitute Service

If the plaintiff cannot find the defendant or if the defendant has left the District of Columbia, service may be accomplished by leaving a copy of the summons, complaint, and initial hearing notice and instructions at the premises with a person of "suitable discretion" who is at least 16 years old and resides in or is in possession of the premises.

Service by Posting and Mailing

Service by posting and mailing may be used only as a last resort, after diligent and conscientious efforts to serve the defendant personally have failed. If there is a question about service by posting and mailing, the judge will decide if the process server has been diligent and conscientious, considering the facts of the case. Generally, a judge will find that a process server has made diligent and conscientious efforts to serve the defendant personally only if the attempts were made on two different days and at two different times of day. For example, if one attempt is made on a weekday during normal business hours, the other attempt should be before or after normal business hours or on the weekend.

To serve by posting and mailing, the summons and complaint must be posted on the premises in a conspicuous place where it may be conveniently read, usually referred to as the front door of the unit. Posting means physically attaching the summons and complaint to the premises. The server cannot slide the papers under the door, stick the papers between the door and doorframe, or place them in a mailbox. After posting the summons and complaint, a copy of the summons and complaint must be mailed to the defendant within 3 calendar days. Saturdays, Sundays, and legal holidays count toward the 3 days.

If the summons is served by posting a copy on the premises, a photograph of the posted summons must be submitted to the court. The photograph must have a readable timestamp that indicates the date and time of when the summons was posted.

Service on a Corporation or LLC

Service on a corporation or limited liability company (LLC) may be made by giving a

copy of the summons and complaint to an officer, managing or general agent, registered agent, or any other person authorized by law or appointment. If there is no registered agent, the corporation or LLC may be served through the Mayor. Contact the Department of Consumer and Regulatory Affairs for instructions.

Proof of Service

The person who serves the summons and complaint must file proof of service in the Clerk's office at least 21 days before the initial hearing date. A completed declaration of service ("L&T Form 3"), must be signed and filed with the court. A separate declaration must be filed for each defendant. If a summons is not served along with the complaint, the court may dismiss the case. If a declaration is not filed at least 21 days before the initial hearing date, and Plaintiff has not filed motion to extend time for service, the court will dismiss the case and serve notice on all the parties.

If the plaintiff has personally served the defendant, the first box on the declaration of service should be checked. The name of the person served should be written in the blank space for the name on the declaration with a physical description of the defendant and the date and time of service should be provided in the specific facts portion.

For substitute service, the second box on the declaration of service should be checked. List the name of the person served and give a description of the person served and the date and time of service should be provided in the specific facts portion.

If service is by posting and mailing, the date and time of all attempts at personal service should be recorded in the declaration, including where and when posting was made, and the date the summons, complaint, and initial hearing notice and instructions were mailed. A date-and time- stamped photography of the door on which the complaint, summons, and initial hearing notice and instructions were posted should be attached. A description of the door, including its location, color, and any physical description of the premises, and/or any other information that would help the court determine if service was proper should be provided. For service on a corporation or LLC, the fourth box on the declaration should be checked. Write the name of the person served in the blank space for the name on the declaration, circle that person's title, give a physical description of that person or other relevant facts in the specific facts portion, and provide the date and time of service as well as the date a copy of the complaint and summons was mailed. If an alternative method of service on a corporation is used, indicate the method of service in the declaration and provide any relevant facts.

Filing an Answer

Defendants are not required to file a written answer unless they are requesting a trial by jury or asserting a plea of title or counterclaim. *See* L&T Rules 5 and 6. An answer may be filed in the clerk's office before the initial hearing, in open court on the date of the initial hearing, or in the clerk's office after the initial hearing. There is no fee for filing an answer without a counterclaim or jury demand.

Jury Demands

A jury demand must be filed no later than the day of the initial hearing, the date for the next hearing if the initial hearing is continued or a later date, if the court allows. *See* L&T Rule 6. If a defendant wishes to file a jury demand but is not prepared to do so at the initial hearing, the court may continue the case for two weeks. *See* L&T Rule 11. If a defendant wishes to file a jury demand at a later time, the defendant must file a motion requesting leave to file a jury demand.

The jury demand must be accompanied by a $75 filing fee and a verified answer setting out the facts upon which the defense is based. *See* L&T Rule 6.

Plea of Title

If the defense to an L&T case is ownership of the property, the defendant must file an answer in writing, called a plea of title. L&T Rule 5(c) provides that a plea of title must be filed in writing, under oath, and with a certification that the plea of title is filed in good faith and not for the purpose of delay. An application for an undertaking or for a waiver of the undertaking (usually a bond or other payment(s) into the court registry) must also be filed. The court's procedure for handling cases with a plea of title is discussed in more detail in the "Plea of Title" section.

Counterclaims

A defendant sued for nonpayment of rent may file a counterclaim to recover rent that was overpaid, receive credit for expenses paid, or for an order requiring a landlord to make repairs. *See* L&T Rule 5(b). No other counterclaims, whether based on personal injury or otherwise, may be filed in the Landlord and Tenant Branch. Unless the court extends the deadline for good cause, a counterclaim must be filed in writing at least 14 days before a scheduled trial in the Landlord and Tenant Branch if it is based on the payment of rent or credit for expenses paid during a time period beyond that stated in the complaint. In cases certified to the Civil Actions Branch for jury trial any counterclaim must be included in the answer. The fee for filing a counterclaim is $10.

Scheduled Hearings

Initial hearings are scheduled at least 35 calendar days from the file date. All other hearings are scheduled not sooner than 14 calendar days unless the matter is an emergency. Otherwise, the matter will be referred to the clerk's office for scheduling consistent with established written business processes. Court participants will receive a notice of hearing for future hearings. The clerk's office will mail or email notice of all hearings to the address of record for all court participants.

Note: All hearings are scheduled based on availability within established calendar blocks. The Landlord and Tenant Clerk's Office will schedule all matters for a hearing not earlier than the l4th calendar day after filing the document with the Clerk's Office. Pursuant to Super. Ct. Civ. Rule 69-I(i), incorporated by L&T Rule 2, Motions Claiming Exemptions from Writ of Attachment must be forwarded to the Presiding Judge and will be scheduled **not later than the 10th calendar day after filing**.

A Consent to Magistrate Judge Form must be signed by all parties present at a court proceeding conducted by a Magistrate Judge pursuant to Super. Ct. Civ. R. 73. The Consent to Magistrate Judge Form should be completed and given to the courtroom clerk during the electronic check-in process. You can ask the courtroom clerk or clerk's office for the form.

Electronic Check-in Process

Parties are encouraged to arrive 15-30 minutes prior to the start of the initial hearing so that there is ample time to check-in with the courtroom clerk. Only the cases where parties have checked in will proceed. The judge will begin with cases where both litigants are present followed by the cases where only one party is present. All other cases will be dismissed.

Initial Hearings

Initial hearings are scheduled on the hour every hour from 9:00 a.m to 3:00 p.m.Landlord and Tenant Courtroom, located at 510 4th Street, N.W., Court Building B, Courtroom 109. At 9:00 a.m. each morning and at every hour until 3:00 p.m., the judge presiding over the L&T Branch takes the bench and provides an introductory statement. *See* L&T Rule 11(a).

When the court has concluded its introductory statement, the clerk calls all of the cases scheduled for initial hearing. *See* L&T Rule 11(b). If there is no problem with the complaint and declaration of service filed in the case and the defendant or his or her representative does not answer when the case is called, then a default is entered. If the plaintiff or his or her representative does not answer, then the case is dismissed. *See* L&T Rule 11(b)(3).

If the parties resolve their differences, they can file a settlement agreement or a consent judgment agreement. These agreements are discussed in more detail in the section titled "Settlement Agreements and Consent Judgment Agreements."

If the parties do not resolve their case, the case is called before the judge who will ask the parties what the case is about and determine whether there are any defenses. *See* L&T Rule 11(b)(5). If the defendant does not present any legal defenses, the judge will enter a judgment in favor of the plaintiff, generally called a "judgment by confession." If the defendant presents legal defenses, the judge will schedule the case for trial, usually in three weeks' time, or permit the defendant to file an answer with a jury demand. If a jury demand is properly filed, the court will certify the case to the Civil Actions Branch where it will be scheduled for trial on an expedited basis. *See* L&T Rule 6. Jury demands are discussed in more detail in the section titled "Jury Demands."

If the case is continued, the judge may enter a protective order, or continue the case "with all rights reserved," so that at the next hearing the plaintiff may request a protective order beginning from the date of the initial hearing and the defendant may request a jury demand. Protective Orders are discussed in more detail in the section titled "Protective Orders."

Motions

Motions may be made orally in the courtroom or filed in writing. When a motion depends on facts not apparent from the record, the motion must be in writing and must include a statement of the facts and law on which the motion is based. *See* L&T Rule 13(a). The motion may be supported by affidavits or other forms of sworn testimony, and the court may require the submission of evidence.

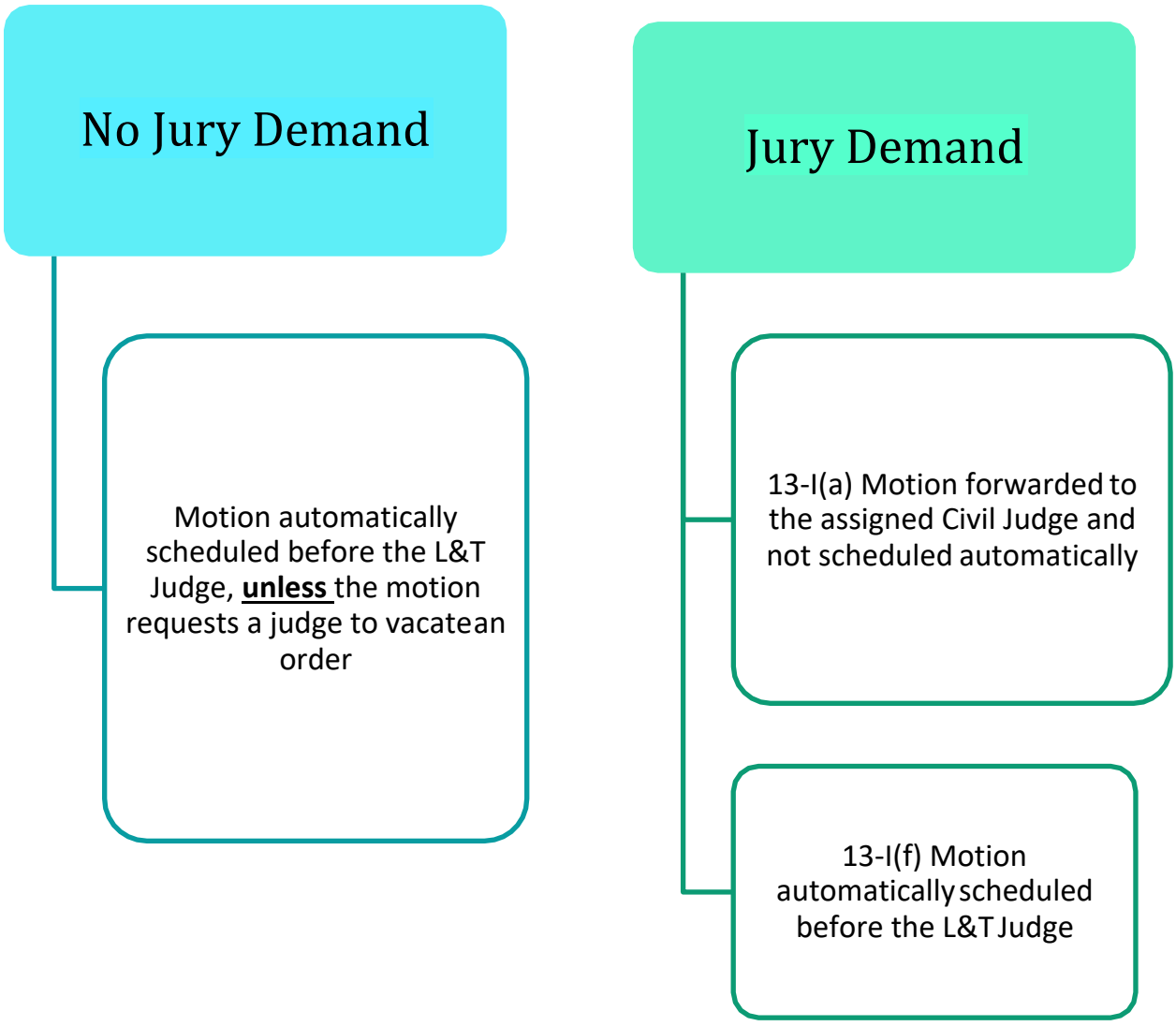
All Motions, except a motion for extension of time to serve, will be set for a hearing not earlier than 14 calendar days after the motion is filed *See* L&T Rule 13(b)(1). The court will send notice of the motion hearing to the parties.

After filing the motion, parties represented by counsel must serve the motion on the opposing parties. Parties not represented by counsel must provide a copy of the motion for each of the opposing parties for the clerk's office to serve. *See* L&T Rule 13. The clerk's office will schedule motions hearing consistent with established written business processes. The clerk's office is responsible for mailing or emailing notices to all court participants.

Most motions filed in L&T cases will be scheduled for hearing before a judge sitting in the L&T Branch. However, if the defendant has filed a jury demand, L&T Rule 13-I specifies certain motions that will be forwarded to the judge assigned to the case, who may resolve the motion with or without a hearing. Also, if a motion requests the court change what a judge has done, that motion will usually be forwarded to the judge whose action the party seeks to change. That judge may resolve the motion with or without a hearing. Unless the court orders otherwise, the clerk's office does not schedule hearings for motions to dismiss by consent, motions to dismiss a case by the plaintiff if no counterclaim has been filed by the defendant, or motions to continue a case by consent. *See* L&T Rule 13(e)(3).

Motions Automatically Scheduled before the L&T Judge for both Jury and Non-Jury Demand Cases
Motions relating to a protective order
Motions for an administrative stay of the proceedings (e.g. a *Drayton* Stay)
Motions for temporary restraining order/preliminary injunction
Motions to enforce settlement agreements/consent judgment, unless otherwise specified by the court in the agreement
Post-trial Motions, not concerning the conduct of trial or appeal of the judgment
All others motions except those motions related to any subject that are filed **during trial or so close to trial** that a hearing cannot be scheduled in the L&T Branch before the trial date

L&T Motions Flowchart



Opposing a Motion

A party opposing a motion must attend the hearing on the motion, either personally or through an attorney. A memorandum of opposing points and authorities may also be filed before the hearing but does not excuse appearance at the hearing. *See* L&T Rule 13(d)

To oppose a motion not scheduled for a hearing before the judge sitting in the L&T Branch, a party may file a statement of opposing points and authorities within 14 calendar days after service of the motion as calculated by Civil Rule 6 or such further time as the court may grant. *See* L&T Rule 13-I(b)

Motions for Summary Judgment

Any party seeking summary judgment can file a motion in accordance with Civil Rules 56. To oppose a motion for summary judgment, the party must do the following:

- ***Motions to be decided in the Landlord and Tenant Branch.*** A party intending to oppose a motion for summary judgment to be decided in the Landlord and Tenant Branch must attend the motion hearing and must set forth specific facts showing the existence of a genuine issue for trial by either (A) filing a written opposition in accordance with Civil Rule 56; or (B) presenting live testimony or producing affidavits or other admissible evidence at the hearing. The court may require the filing of a written opposition in accordance with Civil Rules instead of the presentation of live testimony or other admissible evidence. *See* L&T Rule 13(d).
- ***Motions to be decided in the Civil Actions Branch.*** A party intending to oppose a motion for summary judgment to be decided by a judge in the Civil Actions Branch pursuant to L&T Rule 13-I must file a written opposition in accordance with Civil Rules 56. Any party may request a hearing on such a motion by stating at the bottom of the party's motion or opposition, above the party's signature, "Hearing Requested." If the judge decides to hold a hearing on the motion, the judge must give all parties appropriate notice of the hearing and may specify the matters to be addressed at the hearing. *See* L&T Rule 13-I(e).

Continuing a Hearing

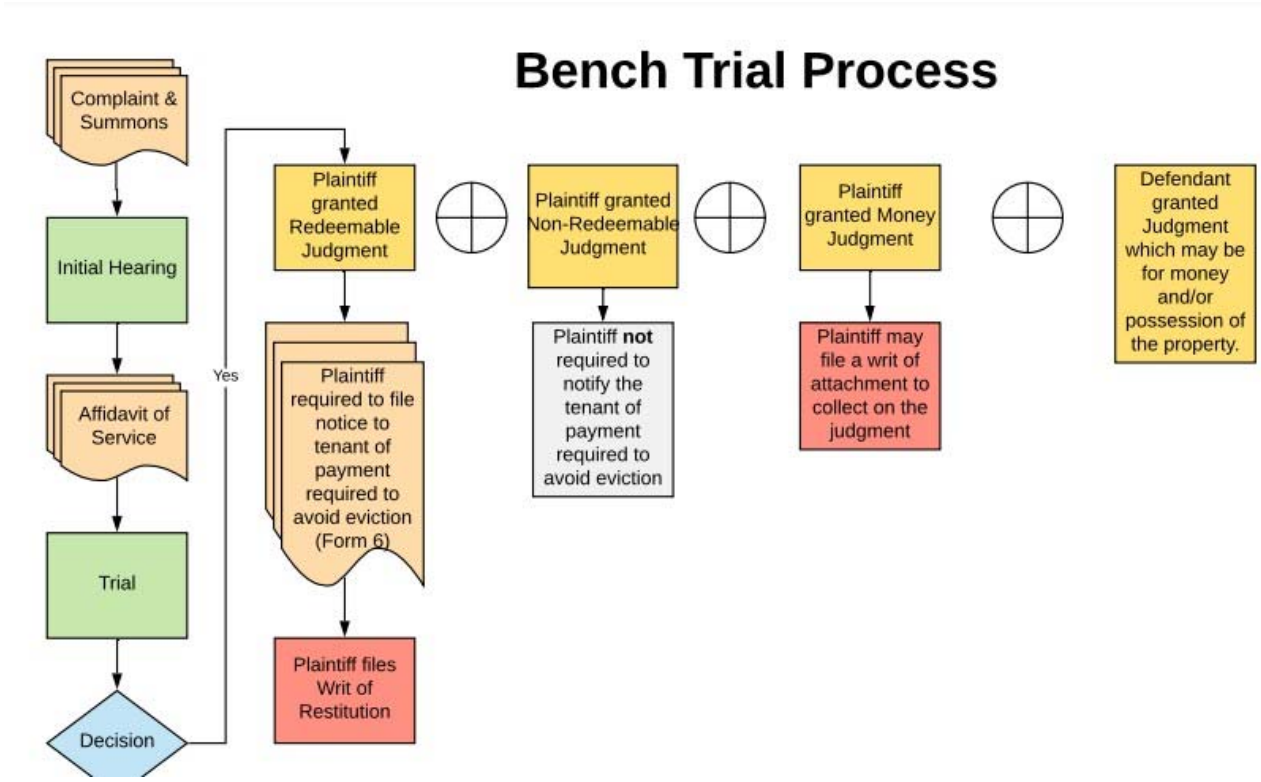
If a party cannot attend a scheduled hearing, the party must call the L&T Clerk's Office or file a motion requesting the court to continue the hearing. Requesting a continuance does not guarantee that a judge will grant the request. It is the party's responsibility to follow-up with the court to find out if a judge granted the request and to find out the new hearing date.

Parties may complete a consent praecipe signed by both parties to continue any hearing set in the Landlord and Tenant Branch, excluding trials, without leave of the court. *See* L&T Rule 11. Parties cannot continue hearings scheduled on an individual judge's calendar unless that individual judge grants a motion for a continuance. No party or their attorney may continue a case without the expressed consent of the other party or leave of court, including *ex parte* proof hearings.

A party may also file an Application to Continue Initial Hearing requesting that the court continue the initial hearing date. The party must contact the other party to notify them of their request to continue the hearing. Once the application is filed, the court will hold a hearing on the application. *See* L&T Rule 7(c). The party must provide notice to the other side.

Bench Trials

Bench trial dates are set by consent of the parties or by the judge. Trials are usually scheduled about three weeks from the date of mediation. If a bench trial is scheduled, parties are instructed to report to the courtroom for trial at 10:00 a.m. At 10:00 a.m., the clerk will call each case scheduled for trial, and the judge will ask the parties about the substance of the claims and defenses, the number of witnesses, and the projected length of the trial. After inquiring about the parties' readiness, the judge will usually require the parties to return to the courtroom at 2:00 p.m. for trial, or certify the case another judge, or in rare instances, continue it to another date.


Bench Trial Process
Complaint & Summons
Initial Hearing
Affidavit of Service
Trial
Decision
Yes
Plaintiff granted Redeemable Judgment
Plaintiff required to file notice to tenant of payment required to avoid eviction (Form 6)
Plaintiff files Writ of Restitution
Plaintiff granted Non-Redeemable Judgment
Plaintiff not required to notify the tenant of payment required to avoid eviction
Plaintiff granted Money Judgment
Plaintiff may file a writ of attachment to collect on the judgment
Defendant granted Judgment which may be for money and/or possession of the property.

Cases Certified to the Civil Actions Branch

Jury Demand Cases

To file a jury demand, a defendant must pay the $75 filing fee, (unless a waiver of prepayment of court costs is approved), file a written answer and request a jury demand including a praecipe requesting a scheduling order by the initial hearing date in the clerk's office. At the time of filing, the case will be certified to the Civil Actions Branch and assigned a calendar judge who will preside over the jury trial. At the time the scheduling order is issued, the parties are informed of the name of the calendar judge, dates for discovery and mediation.

The scheduling order that puts the case on an L&T track which is used to efficiently move the case through the system. This order sets the closing date for discovery, generally 45 days after the scheduling conference. After this date, any motions related to discovery require leave of court. The mediation date is also set at the scheduling conference. The date of mediation is usually 30 days after the close of discovery. On the date of mediation, parties should report either virtually or to Building C, 410 E Street N.W., Second Floor, Washington, D.C. 20001.

If the parties resolve their case during mediation, the parties are given a copy of the agreement and the case is closed. If the parties have not resolved their case at the end of mediation, the mediator will give the parties a date to appear before the calendar judge for a pretrial conference. The pretrial conference is scheduled for at least 30 days after the mediation.

The parties must meet three weeks prior to the pretrial conference to try to reach an agreement on important issues. At that time, each party must identify each of its witnesses, documents or photographs, and jury instructions for trial. Two weeks before the pretrial conference, each party must file and serve any motion related to the conduct of the trial and deliver it to the judge. One week prior to the pretrial conference, the parties must file with the court and deliver to the calendar judge a joint pretrial statement that complies with Civil Rule 16(e), and that explains, among other things, any objection each party has to the other party's proposed witnesses and exhibits.

At the pretrial conference, the judge may try to help the parties reach a settlement. Each party has to attend in person. If a party is an organization, a person with authority to settle the case must attend the pretrial conference, or request the judge's permission for the person to be available by telephone. If a party fails to attend, the judge may dismiss the case, enter a default judgment, or impose a fine. If the case is not settled at the pretrial conference, the judge will set a trial date.

See Civil Rule 16 and L&T Rules 2 and 10(d).

Plea of Title Cases

If the defendant's defense to an L&T case is that the defendant is the owner of the property, the defendant must file an answer in writing, called a plea of title. *See* L&T Rule 5(c). When a defendant files a plea of title, the court must set an amount of an undertaking or waive the requirement that the defendant pay an undertaking. Once the undertaking is paid or waived, the L&T case is closed, and a new case is initiated in the Civil Actions Branch to resolve the issue of title. Because the L&T case is closed, payments made as required by the undertaking should be made in the Civil Actions Branch, not in the L&T Clerk's Office.

In the Civil Actions Branch case, the parties' title (plaintiff and defendant) remains the same as in the L&T case. The case is subject to all of the Superior Court Rules of Civil Procedure. *See* L&T Rule 1. Parties should consult the Civil Action Branch Case Management Plan for additional information about how cases are managed in the Civil Actions Branch.

After the issue of title has been resolved, the Civil Actions Branch case is closed and the L&T case is reopened.

Discovery

L&T Rule 10 describes discovery in L&T cases. In cases involving nonpayment of rent, the plaintiff is required to bring any records that show the defendant's payment and nonpayment of rent for the entire period at issue to every hearing. A plaintiff can be sanctioned for failing to bring these records to court. In cases where there is no jury demand, additional discovery may be requested by a motion accompanied by the proposed discovery requests. In cases where there is a jury demand, parties are permitted to serve 10 interrogatories and 10 requests for production of documents without seeking permission of the court. *See* L&T Rule 10.

Protective Orders

Entry of a Protective Order

A protective order in a L&T case is an order that requires a defendant to make future payments into the court registry while the case is pending. *See* L&T Rule 12-I. Protective orders do not require a defendant to make back payments into the court registry.

Either party may request a protective order. A protective order may be requested orally if both parties are present. Otherwise, a party must file a written motion requesting a protective order. A protective order may also be entered by consent. If the protective order is entered by consent, the judge must approve it. *See* L&T Rule 12-I(c).

If the protective order is not entered by consent of both parties, the court will determine the amount of money that should be paid each month, which usually is the amount of

the monthly rent. A defendant may request that the court reduce the amount of the protective order based on housing code violations. If a defendant makes this request, the court may continue the case for the parties to present evidence at a hearing called a *Bell* Hearing.

After the court enters the order, the courtroom clerk will give the defendant paperwork that explains how to make the protective order payments.

Making Protective Order Payments

In general, protective order payments may only be made in open cases. There are three ways to submit deposits into the court registry: (1) in person at the L&T Clerk's Office; (2) via the Drop-box and (3) through the courts online payment portal. If making a electronic payment, an email must be sent to landlordandtenantdocket@dcsc.gov to receive an invoice that will include a link to make an online payment up to $1,000 per thirty (30) days. Deposits to the court registry may be made by cash, check, and credit or debit card. Checks must be made payable to Clerk of the Court. A 4.5 percent service transaction fee is applied to all payments submitted by credit or debit card. The clerk's office is unable to accept protective order payments after the case is settled or closed.

Modifying a Protective Order

Either party may file a motion to modify the protective order after it is initially ordered. *See* L&T Rule 12-I (b). For example, a plaintiff may make a request to increase the protective order because he or she has repaired the housing code violations that entitled the defendant to the entry of a protective order in an amount less than the contract rent. Likewise, a defendant may make a request to reduce the protective order due to housing code violations. Generally, a motion to modify a protective order does not need to be decided by the judge who entered the protective order, and will be scheduled for hearing before a judge sitting in the L&T Branch.

Sanctions for Failing to Pay the Protective Order

If a defendant fails to make the payments required by a protective order, a plaintiff can file a motion for sanctions. *See* L&T Rule 12(g). Sanctions entered by a judge for a defendant's failure to pay the protective order can include striking a defendant's jury demand, striking certain defenses, or entering a judgment for possession in favor of the plaintiff.

Release of Funds in the Court Registry

If there is no agreement by the parties or a decision by a judge about how the funds in the court registry should be released, then either party may file a motion requesting the funds be released. A judge will determine how the funds deposited by the defendant should be released.

Once the judge has determined how the funds will be released, the party or parties seeking release of the funds must complete a "Disbursements from the Registry of the Court " form which must be signed by a judge.

If the parties agree about how the funds in the registry should be released, they should file a praecipe or other agreement with the clerk, signed by both parties. The party or parties seeking release of the funds must also complete a "Disbursements from the Registry of the Court" form with the clerk.

A check will be mailed by the court to the party to whom the funds are being released within 14 calendar days. If the party receiving the funds would like to pick up the check from the Budget and Finance Office rather than have it mailed, the party must indicate that on the disbursement order. The Budget and Finance Office is located at 700 6th St NW, 12th floor, Washington, D.C. 20001.

Entry of Judgment

Settlement Agreements and Consent Judgment Agreements

There are two types of agreements settling cases: consent judgments and settlement agreements.

The parties can complete a Consent Judgment Form 4(a) and Consent Settlement Form 4(b). Parties can file a settlement agreement with the clerk's office at any time as long as it does not contain terms that require judicial approval. Consent judgment agreements must be approved by a judge. The parties can use an Addendum Page to list all repairs that the landlord agrees to make. These forms are not required to write out a settlement agreement or consent judgment. The parties can also use a praecipe form for consent judgments and settlement agreements.

Parties are not required to enter into any agreement and should not sign any agreement unless the parties understand everything in the agreement and agree to all of its terms. If the parties have any questions about an agreement, the party should ask the questions to the attorneys at the Landlord and Tenant Resource Center, or the Judge.

Entry of Judgment by Consent

A consent judgment is a written agreement that allows the plaintiff to get a judgment for possession against the defendant. All consent judgment agreements must be approved by a judge.

In cases based on nonpayment of rent, a consent judgment usually includes a schedule for a defendant to make payments towards an arrearage. The defendant gives up any defenses available at a trial, and in return, the plaintiff agrees not to evict the defendant as long as the defendant makes all of the payments in the amounts and at the times specified in the agreement.

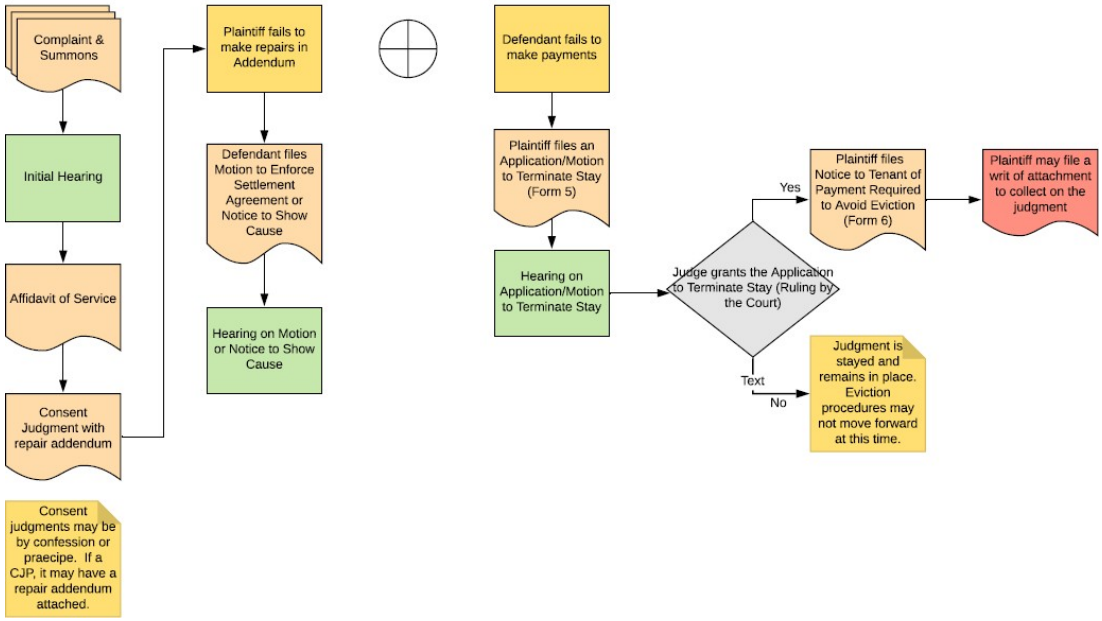
A consent judgment also may list repairs that the plaintiff agrees to make. In a consent judgment, the promise to pay rent and the promise to make repairs are independent. If the plaintiff fails to make the agreed-upon repairs, the defendant must continue to pay rent, but may file with the court a notice to show cause why the repairs have not been made or a motion to enforce the plaintiff's obligation to make repairs. *See* L&T Form 4(a).

If the defendant pays the rent in the amounts and at the times specified in the judgment, a permanent stay of execution is automatically entered and the defendant cannot be evicted.

If the defendant violates the consent judgment agreement, the plaintiff can seek to enforce the judgment by following the procedure specified in the agreement. The plaintiff must provide the defendant with notice of the motion or application to terminate the stay, as required by the terms of the consent judgment. If the consent judgment was entered on a Consent Judgment Form 4(a), the plaintiff may file an Application for Termination of Stay. If the agreement does not specify a procedure for terminating the stay, the plaintiff should file a motion in accordance with L&T Rule 13. If an "Application for Termination of Stay," is required, the plaintiff must serve the defendant with the application after it is filed with the Court and before the plaintiff intends to appear in court to have the stay lifted. The clerk's office will schedule the application to terminate stay for hearing in front of the judge presiding over the L&T Branch and send notice to all parties to report to the courtroom for the hearing. The defendant can contest the plaintiff's application or motion to lift the stay on the consent judgment at the hearing. A judge will consider any defenses relevant to the claim that the defendant breached the agreement.

Unless the agreement provides otherwise, a defendant may redeem the tenancy by paying in full the past due rent, and avoid eviction even after defaulting by paying all of the rent, interest, and costs owed to the plaintiff at any time before the eviction. Redeeming the tenancy is discussed more in the section "Redeemable".

Judgment by Consent



Settlement Agreements

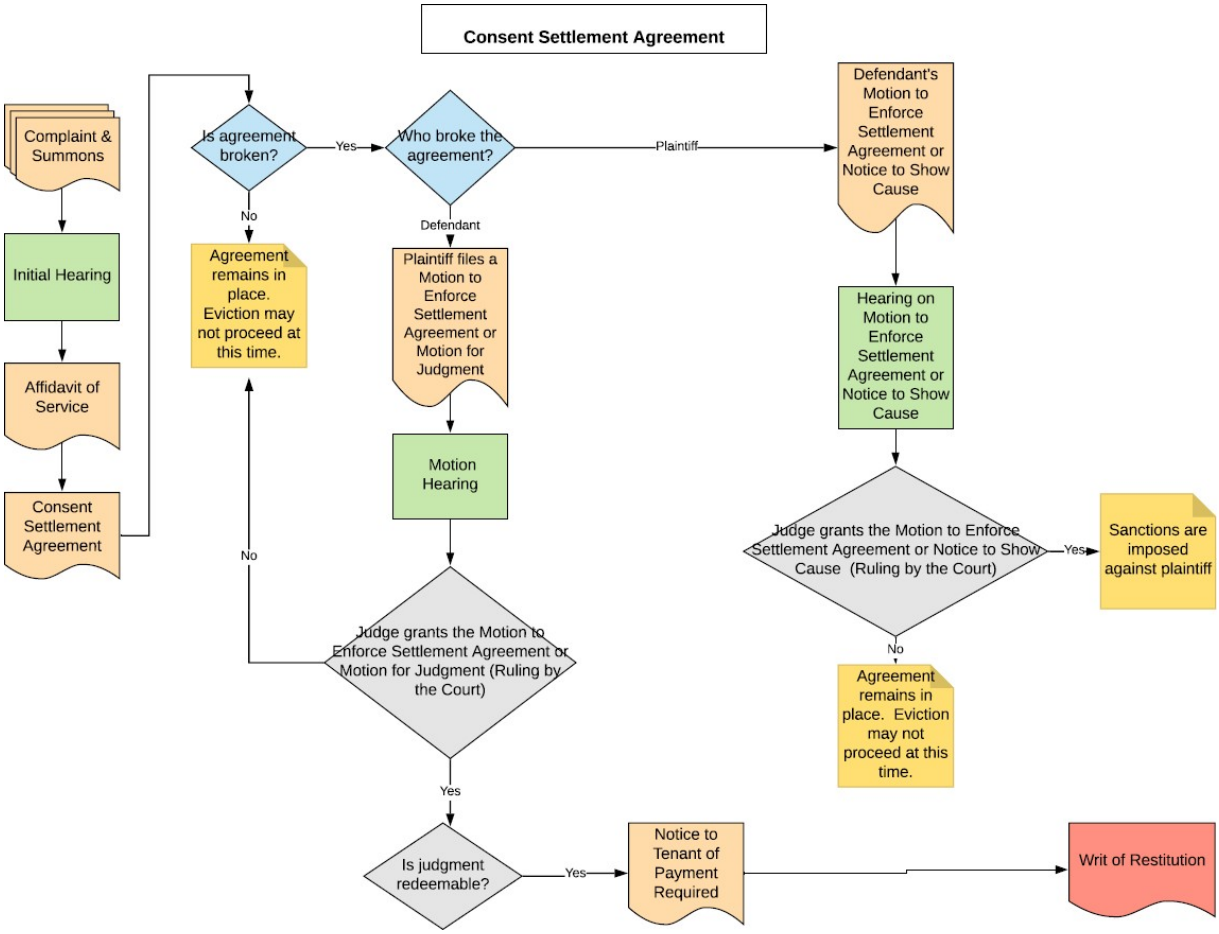
Like a consent judgment agreement, a settlement agreement also may require a defendant to make payments and a plaintiff to make repairs. A settlement, like a consent judgment, can include other promises between the plaintiff and defendant. However, with a settlement agreement, a judgment is not entered when the agreement is signed. The agreement should specify what type of relief will be available to each party if the other side violates the terms of the agreement.

Entry of Settlement Agreements

Parties may use the Settlement Agreement form or draft their own settlement agreement, with or without the assistance of a court-appointed mediator. Settlement agreements do not need to be approved by the judge, but they must be filed with the clerk. If the parties would like a judge to approve the agreement, they should inform the clerk when filing the agreement.

Enforcement of Settlement Agreements

Either party may enforce a settlement agreement by filing a motion with the court. If a party's noncompliance with the agreement is in dispute, the court may take evidence to determine whether the party has breached the agreement and any defense for the party's noncompliance. The judge will make a finding and may enter an order and/or a judgment for possession.


Consent Settlement Agreement
Complaint & Summons
Initial Hearing
Affidavit of Service
Consent Settlement Agreement
Is agreement broken?
Yes
No
Agreement remains in place. Eviction may not proceed at this time.
Who broke the agreement?
Plaintiff
Defendant
Defendant's Motion to Enforce Settlement Agreement or Notice to Show Cause
Hearing on Motion to Enforce Settlement Agreement or Notice to Show Cause
Judge grants the Motion to Enforce Settlement Agreement or Notice to Show Cause (Ruling by the Court)
Yes
Sanctions are imposed against plaintiff
No
Agreement remains in place. Eviction may not proceed at this time.
Plaintiff files a Motion to Enforce Settlement Agreement or Motion for Judgment
Motion Hearing
Judge grants the Motion to Enforce Settlement Agreement or Motion for Judgment (Ruling by the Court)
No
Yes
Is judgment redeemable?
Yes
Notice to Tenant of Payment Required
Writ of Restitution

Entry of Defaults and Default Judgments

Defaults Entered at Initial Hearing

A default will be entered against the defendant if the following conditions are met:

1. The plaintiff or the plaintiff's attorney is present;
2. Neither the defendant nor the defendant's representative is present;
3. There is no question as to the validity of service on the defendant; and
4. The complaint alleges facts sufficient, if true, to entitle the plaintiff to a judgment for possession of the premises

See L&T Rule 11(b).

If a default has been entered, the clerk will enter a judgment for possession only after the plaintiff files an affidavit in compliance with the Servicemembers Civil Relief Act. *See* L&T Rule 14(c)(1). This requirement is discussed in more detail in the section titled "Servicemembers Civil Relief Act."

Defaults Entered After Defendant Answers

If the defendant has answered at the initial hearing and then fails to appear when the case is called a second time the same day or fails to appear for a hearing that is scheduled for another day, a default will be entered. The court may only enter a judgment if the plaintiff presents ex parte proof of liability and damages. *See* L&T Rules 14(c)(2)(B).

Vacating Defaults

A default may be vacated by consent of all the parties or by filing a motion to vacate the entry of default. The tenant may speak to the landlord or landlord's attorney or a legal service provider, if all parties consent to vacating a default, the case may be recalled in the courtroom to set a further hearing date.

Ex Parte Proof

Ex parte proof is required any time the defendant defaults after having entered an appearance, including when a default is entered on the day of trial, even if the defendant's only prior appearance before the court was answering his or her name at the initial hearing. The plaintiff must present proof of both liability and damages at an ex parte proof hearing before a judgment may be entered. *See* L&T Rule 14. At an ex parte proof hearing, the plaintiff is expected to prove every allegation contained in the complaint. If the plaintiff presents satisfactory proof at the ex parte proof hearing, the judge will order that a judgment be entered. *See* L&T Rule 14(c)(2)(B)

With the exception of drug haven cases, the presentation of ex parte proof is not required in cases in which defaults are entered at the initial hearing and the defendant has never made an appearance in the case. *See* L&T Rule 14(c). Drug haven cases involve a housing accommodation where drugs are illegally stored, manufactured, used or

distributed. D.C. Code §42.3601 et seq. contains additional information regarding residential drug related evictions.

Servicemembers Civil Relief Act

The Servicemembers Civil Relief Act (2003), 50 USCS § 3901 et seq. provides that in any civil action or proceeding in which a default has been entered by the court the plaintiff is required to file an affidavit "stating whether or not the defendant is in the military service and [show] necessary facts to support the affidavit." A separate Servicemembers Affidavit Form must be filed for each defendant named in the complaint and against whom a default has been entered.

For a discussion of the specific requirements for the entry of money judgments by default, see the section "Money Judgment".

Entry of a Money Judgment

A money judgment may be entered:

1. By consent of the parties;
2. On the defendant's confession of liability before the court;
3. By summary judgment in favor of the plaintiff or defendant;
4. At the conclusion of a trial or other hearing; or
5. By default.

See L&T Rule 14. Unless the defendant consents to entry of a money judgment, the court may enter a money judgment only if the plaintiff's process server personally served the defendant with the complaint and summons or if the defendant has asserted a counterclaim. *See* L&T Rule 3.

When a money judgment is entered based upon the defendant's default, the amount of the judgment is limited to the amount requested in the complaint, even if additional rent has come due since the complaint was filed. *See* L&T Rule 14(c)(3)(B). In order to obtain a money judgment by default, the plaintiff must appear before the judge after the initial hearing and request the entry of a money judgment, or file a motion. *See* L&T Rule 11(b)(1). A money judgment by default is not entered until the plaintiff has filed a Servicemembers affidavit indicating the defendant is not in the military service.

When a money judgment is entered based on a trial or other hearing, the judgment may be issued for the total amount proven. *See* L&T Rule 14(b). The court may also enter a money judgment in favor of a defendant/counter-plaintiff for the total amount proven on a counterclaim.

A money judgment may not be entered as a sanction for the defendant's failure to pay a protective order. *See* L&T Rule 12-I.

Money judgments are automatically stayed for fourteen days, and no action may be taken to enforce the money judgment during that time. *See* L&T Rule 16(d). A money

judgment may be enforced through writs of attachment, as in a civil action. *See* SCR- Civ. 69-I, incorporated by L&T Rule 2. See the section "Collecting a Money Judgment," for more information.

Judgment for Possession after Trial

The court will enter a judgment for possession of the premises in favor of the prevailing party following a trial on the merits. D.C. CODE ANN. § 16-1503 (2001).

Redeemable v. Nonredeemable Judgments for Possession

Generally, in any case based on nonpayment of rent, the defendant is entitled to redeem the tenancy by paying the entire amount owed at any point before the eviction is completed and avoid an eviction. This is often called "Trans-Lux," based on the case Trans-Lux Radio City Corp. v. Service Parking Corp., 54 A.2d 144 (D.C.1947). Generally, a nonredeemable judgment is entered when the complaint is based on something other than nonpayment of rent or when a settlement agreement or consent judgment agreement specifies that the plaintiff is entitled to a nonredeemable judgment. If a nonredeemable judgment is entered, the tenant is not able to pay the amount owed and avoid an eviction.

Unless a judge specifically grants a nonredeemable judgment, every judgment is redeemable, and the plaintiff must file a notice to tenant of payment required to avoid eviction (Form 6), before filing a writ of restitution to evict the defendant. *See* L&T Rules 14-II and 16 (a).

Entry of a Nonredeemable Judgment

If a default is entered, the plaintiff can request the court enter a nonredeemable judgment at that time. In the alternative, a plaintiff can file a written motion for a nonredeemable judgment.

Redeemable Judgment

In any case where the court enters a redeemable judgment for possession in favor of the plaintiff, the court must inform the defendant of the amount of money the defendant can pay to avoid eviction. This amount is called the "redemption amount," "amount required to avoid eviction," or "Trans-Lux amount."

In any case in which the court does *not* set the redemption amount on the record in the presence of all of the parties, the plaintiff is required to file a "Notice to Tenant of Payment Required to Avoid Eviction" (L&T Form 6) which sets forth the current amount due and explains the manner in which rent, and court costs will continue to

accrue. *See* L&T Rule 14-II(d). This form is commonly referred to as a "Redemption Form" or "Trans-Lux Form" or "Form 6". There are different versions of the form depending on the case type and whether the form is generated in court or not. The Form 6 must be filed within seven days of the entry of a default or judgment or, if the judgment is stayed, within seven days after the stay on the judgment is lifted. The clerk's office will not accept any redemption forms (L&T Form 6) with late fees. The clerk's office is responsible for mailing the Notice to Tenant of Payment Required to Avoid Eviction to the defendant.

A landlord who fails to file the Notice to Tenant timely must file an application seeking leave to file the notice late. The landlord must attach the proposed Notice to Tenant as well as an affidavit establishing excusable neglect or other good cause for allowing the Notice to Tenant to be filed late. *See* L&T Rule 14-II(e). A landlord who seeks to file an Amended Notice to Tenant must file a motion in accordance with L&T Rule 13.

Redeeming the Tenancy

If a redeemable judgment has been entered against a defendant, the defendant may avoid eviction by paying the redemption amount at any time before the U. S. Marshals Service has completed the eviction. Payment must be made in full, directly to the plaintiff. The plaintiff is required to accept full payment as long as the eviction has not been completed. If the defendant waits until the U.S. Marshals Service arrives on site, the defendant can pay the plaintiff only by cash, cashier's check, or money order.

In order to avoid eviction, the defendant is required to pay only the amounts set by the court on the Notice to Tenant, which will increase over time as specified below. The plaintiff may seek additional fees through a separate court action.

The total amount the defendant must pay to avoid eviction will increase over time. Specifically:

1. Each month, on the dates indicated in the lease agreement, an additional month's rent, and late fees (if commercial and if approved by the court) will be added to the total that must be paid to avoid eviction.
2. If the plaintiff files a writ of restitution after the redemption amount has been set, then a court cost of $10 and a U.S. Marshals Service Administrative Fee will be added to the amount the defendant must pay to the plaintiff to avoid eviction. The defendant is responsible for paying the additional amount directly to the plaintiff. (This additional payment is not required if the property is owned by the D.C. Housing Authority.)
3. If the U.S. Marshals Service arrives on the premises to evict the defendant, then the amount the defendant must pay the plaintiff to avoid eviction will increase by any additional execution fee assessed by the U.S. Marshals Service (over and above the amount described in #2). (This additional payment is not required if the property is owned by the D.C. Housing Authority.)

The fees assessed by the U.S. Marshals Service increase from time to time. The current amount will always be reflected on Form 6s and In-Court Notices to Tenant of Payment Required to Avoid Eviction issued by the court.

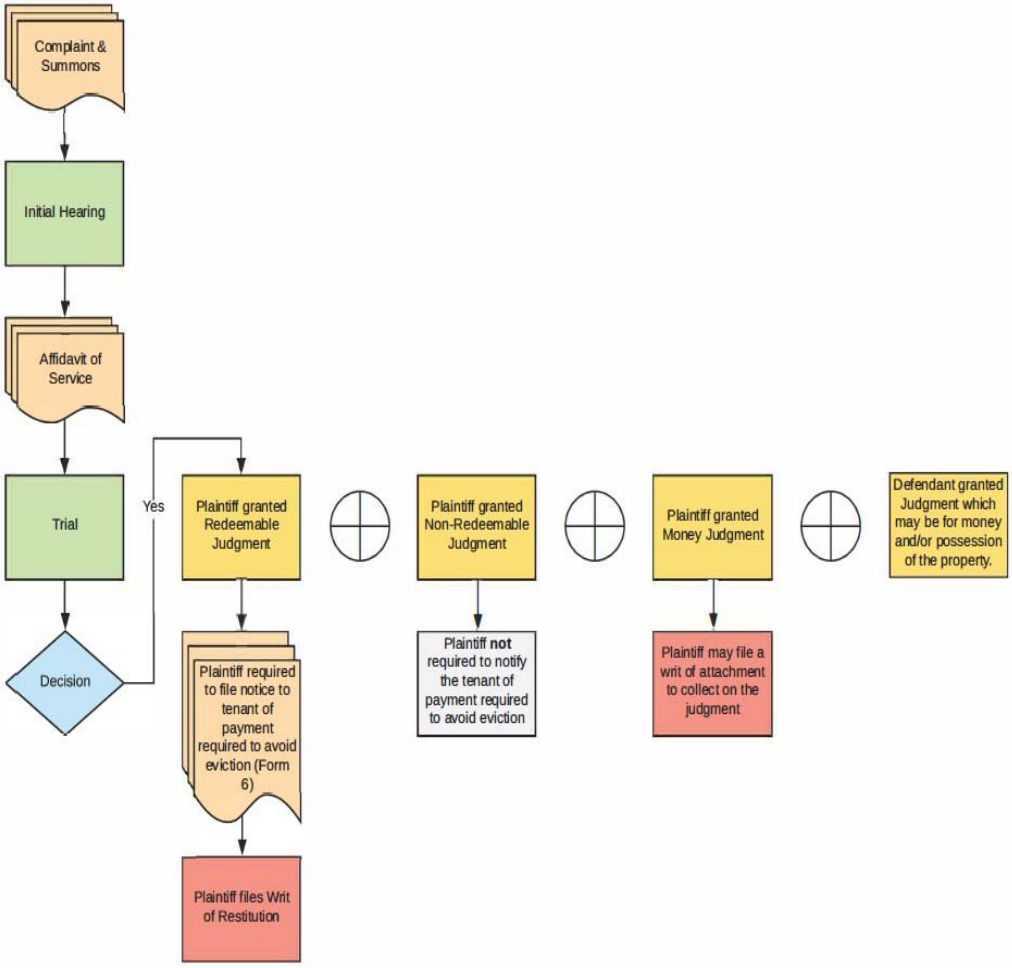
The plaintiff must pay both the U.S. Marshals Service administrative and execution fees in order to obtain a writ, but the execution fee is returned to the plaintiff if the writ is canceled, expired, or quashed and the plaintiff does not apply for an alias writ. The clerk's office can address any questions regarding writ fee refunds.

In the past, the court required the defendant to include the execution fee in the amount required to redeem the tenancy. However, L&T Rule 15 was amended in 2014. Based on the amended rule, the execution fee is included in the amount the defendant must pay to redeem the tenancy only if the defendant makes the payment when the U.S. Marshals Service has appeared on the premises to execute the writ.

Challenging the Redemption Amount

A defendant may file an Application to Reduce Payment Required to Avoid Eviction if he or she believes that the amounts set forth on the Notice to Tenant are incorrect. *See* SCR-LT 14-II(f). An Application to Reduce Payment Required to Avoid Eviction is treated like a motion and will be set for hearing according to the rules for motions. However, if the application is filed along with an Application to Stay Execution of Writ of Restitution, a judge may decide to hear the Application to Reduce Payment Required to Avoid Eviction at the same time as the hearing for the Application to Stay Execution of Writ of Restitution hearing.

Redeemable vs. Non-Redeemable Judgment via Default



Award of Court Costs

Whenever the court awards a judgment, the prevailing party is entitled to an award of all taxable costs. *See* L&T Rule 15(b).

Consistent with L&T Rules 4 and 15, a prevailing plaintiff is awarded the following costs, as a matter of course:

- $15 filing fee for the complaint
- $10 fee per defendant for service of process
- $2.00 notary fee
- Postage, if service is by posting

If the plaintiff files a writ, the plaintiff is also awarded the following costs:

- $10 filing fee for the writ
- U.S. Marshals Service Administrative fee for any original or alias writ.

If the U.S. Marshals Service appears on the premises to execute the writ, regardless of whether the writ is executed, the plaintiff is also awarded any other fee associated with any writ of restitution.

Execution of Judgments for Possession

After a judgment for possession is entered, a plaintiff must obtain a writ of restitution in order to lawfully evict the defendant. A writ of restitution is a document that authorizes the execution of a judgment for possession of real property, i.e., the eviction of the occupants of the property. Any writ of restitution, including an alias writ, is valid for 75 days. *See* L&T Rule 16(a)(4).

Filing a Writ of Restitution

The plaintiff must fill out a writ of restitution form completely. The document consists of two parts, which are perforated and may be separated. The top part of the document is the writ of restitution, authorizing the U.S. Marshals Service to supervise the eviction of the defendant.

The address of the property to be repossessed that appears on the writ must be the same as the address that appears in the body of the complaint, including an apartment number, if applicable, and city quadrant. The plaintiff must also include a phone number on the top of the writ so that the U.S. Marshals Service can contact the plaintiff to schedule the eviction.

The clerk's office delivers the original writ to the U.S. Marshals Service on the day that the writ is filed. Plaintiffs filing up to 10 writs must file their writs in the clerk's office by 3:30 p.m. in order for the writs to be delivered to the U.S. Marshals Service the same

day. Plaintiffs filing 11 or more writs must file their writs in the clerk's office by 10:00 a.m. in order for the writs to be delivered to the U.S. Marshals Service the same day. Writs filed after the deadline may not be delivered until the next business day.

Writ Fees

The fees assessed by the U.S. Marshals Service increase from time to time. There are three costs associated with a writ of restitution:

1. The clerk's office assesses a $10 filing fee for any original or alias writ.
2. The U.S. Marshals Service charges an administrative fee for any original or alias writ.
3. The U.S. Marshals Service charges an execution fee, which must be paid at the time the writ is filed. The execution fee is assessed if the U.S. Marshals Service arrives on the premises to execute the eviction, regardless of whether the writ is executed. If the writ is canceled, expired or quashed before the U.S. Marshals Service arrives on the premises, then the execution fee is not assessed. The clerk's office returns the fee to the plaintiff if the plaintiff does not apply for an alias writ.

The court filing fee and U.S. Marshals Service administrative fee are awarded as court costs automatically. The additional U.S. Marshals Service execution fee is awarded as a court cost if the U.S. Marshals Service appears on the premises to execute the writ, regardless of whether the writ is executed.

Notice of Intent to Seek a Writ

A plaintiff seeking to file a writ of restitution after the first 90 days of the entry of default, entry of judgment, or lifting the stay on a judgment must seek leave of court to file a writ by filing a Notice to Tenant of plaintiff's Intention to Seek a Writ of Restitution, (L&T Form 2). *See* L&T Rule 16(c)(2). The Landlord and Tenant Clerk's Office will schedule the hearing not earlier than the 14th calendar day after filing the Notice with the Clerk's Office.

United States Marshals Service Procedures

When the U.S. Marshals Service receives a writ from the clerk's office, the U.S. Marshals Service separates the top and the bottom parts of the document, keeping the top portion (the writ) and mailing the bottom portion to the defendant via first class mail. Both the notice to the defendant and the writ reflect the 75- day period during which the writ is "live." A "live" writ is one that is capable of being executed.

The U.S. Marshals Service will contact the plaintiff to schedule a date to execute the writ, at least one business day before the proposed day for the eviction. The U.S. Marshals Service permits the landlord a maximum of three opportunities to arrange for the execution of the writ within the 75-day period.

There is a typical time period between the time the writ is issued and the time it is executed. During the summer months, it is a minimum of three weeks. During the winter months, it is usually at least three to four weeks. In scheduling evictions, the U.S. Marshals Service gives priority to alias writs and writs that are about to expire.

If the plaintiff fails to schedule an eviction on one of the three scheduling opportunities, the writ will be canceled by the U.S. Marshals Service, and the plaintiff must file an alias writ. An alias writ is simply a new writ filed after the original writ expires or is quashed. An alias writ may be filed without leave of court within 90 days of the entry of default, entry of judgment or termination of the stay of execution on a judgment. L&T Rule 16. If leave of the court is required, the plaintiff must file a Notice to Tenant of Plaintiff's Intention to Seek a Writ of Restitution.

If the weather or the U.S. Marshals Service schedule does not permit execution within 75-days, the writ will expire, and the plaintiff must file an alias writ. Canceled and expired writs are returned to the clerk's office. The status of the writ (canceled, expired, or executed) is noted on the back of the document and in a docket entry.

Scheduling the Eviction

- The USMS will make three (3) attempts to schedule evictions by telephone. After the third failed attempt, the writ will be canceled and returned to the L&T Clerk's Office.
- Once the eviction is scheduled, eviction notices will be sent to the tenant at the address on the writ via first class mail with the scheduled date of eviction and other relevant information.
- No evictions are scheduled on Saturdays, Sundays, holidays, or on judicial training days.

Tenant Responsibilities

- Satisfy the judgment or vacate the premises before the date of the eviction in order to avoid eviction.
- Once the USMS arrives to execute the eviction, tenants must obey orders from the deputies and will have only a few minutes to collect valuables, medication, etc. before being asked to step out of the premises.
- You should remove all property before the eviction date if possible. Once the eviction occurs, you will lose access to the property without the permission of the property owner.

Landlord Responsibilities

- Be available by phone to discuss the date of the eviction with the USMS
- Landlord must not utilize 'USMS Notice' as the notice for tenant does not meet the statutory requirements.
- Landlords must comply with all statutory requirements prior to evicting defendant.
- Once the eviction date arrives, the landlord must have a working key or locksmith

who can gain entry to the property within ten (10) minutes.
- Landlords will need to know the redemption amount necessary to stop the eviction, if applicable.

Eviction Delays Due to Weather

The USMS will not complete the eviction when precipitation is falling or when the temperature is forecasted to fall below 32 degrees Fahrenheit that day. In such situations, the USMS will make contact with the tenants if they are present and discuss the anticipated delay for the eviction. The property will be prominently posted with a notice that an eviction is in progress and that the eviction will be completed on the next available date on which the temperature and precipitation permit. USMS personnel will attempt to contact the landlord and management on the day of the eviction to discuss availability.

Conducting the Eviction

If a judgment has been entered, the defendant cannot be evicted until the plaintiff files a writ of restitution and the U.S. Marshals Service arrives on the premises to supervise an eviction.

Other than the writ received in the mail, the defendant will not receive any additional notice from the court about when the eviction will occur. The U.S. Marshals Service periodically provides the clerk's office with a list of case numbers with the scheduled eviction date. This information is updated in the case management system and automatically updates the interactive voice response system. Using the case number, tenants may call the clerk's office to find out when their eviction is scheduled.

Although the U.S. Marshals Service is responsible for scheduling evictions in consultation with the plaintiff, the plaintiff is fully responsible for the practical aspects of evicting a defendant, including the removal of the defendant's property from the unit and changing the locks. The U.S. Marshals Service does not remove the defendant's property, and its only role is to keep the peace during the eviction. The plaintiff or plaintiff's representative must be present during the eviction and must provide a locksmith. Tenant's personal property will no longer be removed and placed on public streets.

After the eviction is complete, the U.S. Marshals Service returns the writ to the clerk's office. On the back of the writ, the deputy marshal in charge of the eviction will note what occurred during the scheduled eviction – e.g., the writ was executed, or the eviction was canceled.

Note: Please refer to the U.S. Marshals Service website for the most up to date procedural and eviction scheduling information.

Duplicate Writs

Any time a writ of restitution is quashed, the clerk's office contacts the U.S. Marshals Service to inform them that the writ has been quashed. The U.S. Marshals Service then returns the writ of restitution to the clerk's office. Once the court grants plaintiff's Notice of Intent to Seek a Writ of Restitution, the plaintiff must contact the clerk's office and request the clerk's office send a "duplicate writ" to the U.S. Marshals Service. A duplicate writ is live for the same time period as the original writ, and no additional notice is sent to the defendant when a duplicate writ is issued. There is no fee associated with a duplicate writ.

Quashing a Writ

The Landlord and Tenant Rules allow for the entry of a stay of execution after judgment is entered. *See* Super. Ct. Civ. R. 62(b)(applicable to landlord and tenant through L&T Rule 2). When a redeemable judgment has been entered, and the defendant has redeemed the tenancy by paying the full amount owed, the plaintiff is no longer entitled to execute the judgment, and the judgment is permanently stayed. *See* L&T Rule 14-II(h). However, unless the writ is quashed by a judge on the record or the plaintiff files a praecipe quashing the writ, the clerk's office does not have notice that the judgment should be permanently stayed. Therefore, if the defendant has redeemed the tenancy, the plaintiff is responsible for ensuring that an eviction is not scheduled with the U.S. Marshals Service.

Application to Stay Execution of Writ of Restitution

A defendant may request a stay of execution of the writ of restitution by either oral or written motion. Unless the oral request for a stay is made when the parties are already before the court, the defendant must file an "Application to Stay Writ of Restitution."

The Court will schedule a hearing on the day an Application to Stay a Writ of Restitution is filed if the eviction is scheduled on the same day the defendant(s) files the Application or on the next business day. Defendant(s) represented by counsel must notify the opposing party of the hearing date. The L&T Clerk's Office will notify the opposing party on behalf of self-represented defendant(s). If the eviction is not scheduled the same day the Application is filed or the next business day, a hearing on the Application to Stay Execution of Writ of Restitution will be scheduled on the next available date when both defendant(s) and plaintiff(s) can appear for a hearing on the Application. The date must be before the scheduled eviction date. Defendant(s) who are represented by counsel must contact the plaintiff or the plaintiff's attorney to ascertain if plaintiff(s) will consent to a stay or to find out what the plaintiff's next available date is prior to the scheduling of the Application. Defendant(s) represented by counsel must notify the opposing party of the scheduled hearing date. The L&T Clerk's Office will notify the opposing party on behalf of self-represented defendant(s).

See L&T Rule 16.

Emergency Applications for Stay of Execution

Emergency Applications for Stay of Execution of Writ of Restitution are applications that are filed on the day the defendant is scheduled to be evicted. The U.S. Marshals Service will not stop an eviction unless the writ is quashed by a judge; the eviction will take place even if the defendant is in court waiting for a hearing on the application. For this reason, emergency applications are called with absolute priority in the courtroom. It is important to note that the U.S. Marshals Service sometimes conducts evictions earlier than scheduled.

If the defendant files an emergency application, the court may address the application ex parte (without the presence of the plaintiff) and/or issue a brief stay in order to fully evaluate the defendant's application. If the judge orders a brief stay in order to hear the application fully, the eviction must be completely rescheduled. If the court grants an emergency stay of execution, the court will set a date for further hearing on the request. If the plaintiff was absent for the hearing, the clerk's office must notify the plaintiff by fax, mail, or telephone of the date set by the court. *See* L&T Rule 16(b)(4).

Writ of Restitution Timeline

Refund of Writ Fees

In many instances, the plaintiff does not seek to schedule an eviction after a writ of restitution is filed because the defendant redeems the tenancy, or vacates the premises, or for other reasons. If the U.S. Marshals Service does not appear on the premises to conduct an eviction, then the U.S. Marshals Service generally does not charge the execution fee, and the court returns the fee to the plaintiff. The fee is returned approximately 90 days after the writ of restitution expires or is quashed, including any alias or reissued writ, or earlier if the plaintiff files a praecipe stating that the plaintiff will not be seeking re-issuance of the writ.

In some instances, the U.S. Marshals Service may appear on the premises to supervise an eviction that does not take place, for example, because the writ of restitution is quashed (cancelled) or stayed (postponed) before the eviction is concluded. In those situations, as well as in circumstances where the writ is executed, the U.S. Marshals Service does charge the execution fee, and that fee therefore is chargeable as a cost and not refundable.

Collecting a Money Judgment

It is the winning party's responsibility to pursue collection of a money judgment awarded by the court. The winning party may apply for a writ of attachment on a judgment against the opponent's wages and/or a writ of attachment other than wages. A writ of attachment is an order issued by the court that allows the winning party to attach the losing party's property and wages to pay the judgment. However, only one writ of attachment may be issued against a person's wages at a time.

If the losing party's bank account or other assets are not known, the winning party may request an oral examination to determine whether the party has any assets; and if so, the location of his or her assets. The winning party may also issue a writ of fieri facias

to obtain the sale of certain property of the losing party to collect the debt owed. However, the judgment must be filed and recorded with the Recorder of Deeds at 515 D Street, N.W., Washington, D.C., before a writ of fieri facias can be issued. Their telephone number is 202-727-5374 *See* D.C. Code § 16-525.

Dismissal for Failure to Prosecute

If the plaintiff or a representative of the plaintiff fails to appear for the initial hearing, the clerk will dismiss the case for want of prosecution. *See* L&T Rule 11(b)(3).

When a default is entered at the initial hearing the plaintiff must file an affidavit in compliance with the Servicemembers Civil Relief Act or request a hearing on ex parte proof, if *ex parte* proof is required, within 90 days. If the plaintiff fails to take action the clerk will dismiss the complaint without prejudice. *See* L&T Rule 14-I. The clerk will mail written notice of the dismissal to all parties. This rule applies to any complaint or counterclaim on which a default has been entered.

Appeals

The losing party may appeal any decision to the D.C. Court of Appeals. Any decision made by a Magistrate must first be appealed through judicial review by an Associate Judge. A request for judicial review can be made by filing a motion. To begin an appeal of a decision made by an Associate or Senior Judge, a Notice of Appeal must be filed in the L&T Clerk's Office. The notice of appeal must be filed within 30 days after the docketing date of the judgment order. The fee for filing a Notice of Appeal is $100.