

Verified Complaint for Possession of Real Property -- Form 1C (Nonpayment of Rent and Other Grounds for Eviction – Residential Property)

If your complaint for possession includes a claim for nonpayment of rent *and* an allegation that the defendant/tenant violated an obligation of the tenancy you *must* use Form 1C. If the *only* basis for your complaint for possession is nonpayment of rent *do not use this form* even if you served the defendant/tenant with a notice to quit for nonpayment of rent or notice to correct or vacate.

Examples for when to use Form 1C:

- Your tenant has failed to pay rent and the right to receive a notice to quit for nonpayment is waived in your tenant's lease. Your tenant has also violated the terms of the lease agreement by keeping a dog in the unit. You have served the tenant with a 30-day notice to correct or vacate, the notice has expired, and the tenant has not corrected the violation by removing the dog. You want to sue the tenant for both nonpayment of rent and for violating the lease by having a dog.
- Your tenant has failed to pay some rent and has been habitually late with the rental payment. You have served the tenant with a 30-day notice to correct or vacate stating that he or she owes you 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.

A sample Form 1C follows these instructions. **The numbered boxes on the attached "Sample Form 1C" correspond to the instruction numbers below.**

1. L&T Case Number. Leave this area blank because the Clerk will assign a case number to you.
2. Type or very clearly print the Plaintiff's name and complete address, including the ZIP code and telephone number. You may NOT list a post office box as the address. Use dark black ink.
3. Type or very clearly print the name and complete address of the defendant, including the apartment number, suite, or lot and square number, quadrant (NE, NW, SE, or SW), and ZIP code. If you know that the defendant is living somewhere other than at the premises you want to repossess and you know the address, you must write the defendant's current address in this part of the Complaint. If you know it, you are required to include the defendant's telephone number.
4. Print your name, address, and phone number. Place a check in one of the three boxes to explain whether you are the plaintiff, the plaintiff's attorney, or plaintiff's agent authorized to verify the complaint. If you are the plaintiff's agent you must explain your relationship to the plaintiff and, if the plaintiff is a corporation, include your title.
5. Place a check in one of the three boxes to explain your relationship to the property and your authority to demand possession of the property. If you are the Landlord or Owner of the property, check the first box. If you are a personal representative of an estate with the authority to demand possession of the property include the case number of the probate proceeding in the appropriate space. If you are not the landlord, owner, or personal representative for the property at issue, but believe you have the right to regain possession, you must explain your authority to demand possession in the space provided.
6. Type or very clearly print the precise address of the premises or property that you wish to repossess from defendant. Include the apartment number, suite or lot and square number, quadrant (NE, NW, SE, or SW), and the ZIP code.
7. You *must* complete **BOTH** the nonpayment of rent and notice to quit sections of Form 1C.
8. In this section, you must explain to the court why you are legally entitled to regain possession of the property for nonpayment of rent. Since the reason you are suing the defendant/tenant is because he or she failed to pay rent, you must check this box, even if you are not seeking a money judgment and even if you served the defendant/tenant with a notice to correct/vacate/quit for nonpayment of rent.
 - a. In this blank, type or print the total amount of *rent* the defendant/tenant owes you. *Do not* include any late fees, court costs, or other charges in this amount.

- b. & c. List the period of time for which the defendant/tenant did not pay rent. For example, if rent becomes due on the first day of each month and the defendant/tenant did not pay rent for February and March, you would write: February 1, 2010 to March 31, 2010.
 - d. State the amount of rent that the defendant/tenant is legally obligated to pay each month. *Do not* include late fees or any other charges in this amount.
 - e. List the amount of late fees the lease permits per month, if any.
 - f. List other fees the defendant/tenant owes you, if any. *Do not* include any court costs in this amount.
 - g. Explain exactly the reason(s) for the fees listed in part f.
 - h. If you seek other fees in part f. you *must* state the paragraph number in the lease agreement that defines the additional fees sought in part f. as “rent”. If you are seeking other fees in part f. then you are *required* to bring the lease agreement to every court date. Please note that you may be limited in your ability to seek other fees if the property is subsidized or subject to rent control. If you are unsure whether you can include additional fees in your complaint you should seek information from the Landlord Tenant Resource Center or legal advice from an attorney.
 - i. Add the rent, late fees, and other fees that you have listed and write the total amount here. *Do not* include any court costs in this amount.
9. Check whichever box applies to your **nonpayment** of rent claim. If you served the defendant/tenant with a notice to quit for nonpayment of rent or a notice to correct or vacate for nonpayment of rent, check the box that states “served as required by law.” If you have personal knowledge that the defendant/tenant has expressly waived the right to receive a notice to quit in the lease agreement, then you may check the box “I have personally reviewed the lease and Defendant has expressly waived...” and include the paragraph number and page number of the lease where the defendant/tenant waived the right to receive a notice. If the defendant/tenant has waived the right to receive a notice to quit for nonpayment of rent in a document separate from the lease agreement, then you may check the third box and you *must* attach a copy of the document to the Complaint.
10. In this section, you must explain to the court why you are legally entitled to regain possession of the property for your **notice to quit** (violations of obligations of tenancy or other grounds) claim. Since you are seeking to evict the defendant/tenant based on the expiration of a notice to the defendant, you *must* check the box in this Section.
- i. If the reason you are suing a defendant/tenant is because he or she failed to vacate after expiration of a notice to vacate, such as a notice to vacate for personal use and occupancy or sale of the property, you *must* check the corresponding box in this Section.
 - ii. If the reason you are suing a defendant/tenant is because he or she violated an obligation of the tenancy and you have served the defendant/tenant with a notice to correct or vacate you *must* check the corresponding box in this Section.
 - iii. If the reason you are suing a defendant/tenant is because he or she failed to vacate after expiration of a notice to quit you *must* check the corresponding box in this Section.

Since your complaint is based on the expiration of a notice to the defendant/tenant pursuant to this section, you ***must attach a copy of the Notice and an affidavit of service of the Notice.*** You may use your own affidavit or obtain one from Clerk’s Office.

11. If you checked the box in Section 10 indicating that you are seeking to evict the defendant/tenant based on the expiration of a notice to the defendant, you *must* check one of the two boxes in this Section addressing the content of the notice.
- i. Check the first box if all of the facts stated in the notice you gave to the defendant were true at the time the notice was served.
 - ii. Check the second box if only *some* of the facts stated in the notice were true at the time the notice was served and explain fully in the space provided which facts you are relying upon. For example, a landlord gives a tenant a notice to correct or vacate for violating the lease by having a dog and damaging the property. The landlord later finds out that he was told the wrong information and

the tenant never had a dog. The landlord in that case would check the second box and indicate that he is only relying on the claim that the tenant has damaged the property.

12. Complete this Section *only* in cases alleging violations of obligations of tenancy.
 - a. Check *one or both* of the boxes in this Section.
 - i. If the defendant/tenant's actions or conduct set forth in the notice violate a paragraph or provision of a written lease between you and the defendant/tenant, check the first box and provide the paragraph number(s) of the lease that the defendant/tenant violated.
 - ii. If you do not have a written lease agreement with the defendant/tenant, the law only allows you to evict the defendant/tenant if he or she violates a provision of the District of Columbia Housing Code (Title 14 of the District of Columbia Municipal Regulations). If you do not have a written lease agreement but the defendant/tenant has violated a provision of the Housing Code, check the second box and cite either the section of the Housing Code that has been violated or describe the conduct which you believe violates the housing code in the space provided.
 - b. You must indicate whether the defendant's actions or conduct set forth in the notice occurred within six months before service of the notice.
 - c. Check *one* of the boxes in this Section and explain fully in the space provided.
 - i. If the defendant/tenant was given a notice to correct or vacate for violating an obligation of the tenancy, you *must* check the first box and explain what violation(s) the defendant/tenant has failed to correct or cure by the deadline set forth in the notice.
 - ii. If the defendant is a resident of federally subsidized housing and has no right to cure the lease violation, you *must* check the second box and explain why the defendant does not have the right to cure the lease violation.
13. L&T Case Number. Leave this area blank because the Clerk will assign a case number to you.
14. Place a check in one of the two boxes to indicate whether defendant/tenant and/or property in question receive a subsidy from the federal or local government. If the property is not subsidized, check "no" and continue to the next section. If the defendant/tenant and/or property is subsidized, check "yes" and answer *all* of the remaining questions in the paragraph. Examples of subsidized housing would be participation in the Housing Choice Voucher/Section 8 or Department of Mental Health Voucher programs.
15. By completing this section of the Complaint, you are informing the court and the defendant what you want the court to do.
 - i. By checking the first box, you are asking the court for an order to evict the defendant. The Landlord and Tenant Branch *only* considers Complaints for Possession of Real Estate. Therefore, if you do not want to evict the defendant, you must file your case in the Small Claims and Conciliation or Civil Actions Branches of the court. Because your complaint in Form 1C contains both an allegation of nonpayment of rent and an allegation that the defendant has violated an obligation of the tenancy, you may be entitled to a non-redeemable judgment for possession. However, depending on the circumstances of your case, the Court, in its discretion, may decline to enter a nonredeemable judgment for possession but may award you a redeemable judgment for possession.
 - ii. Check the second box if you want the court to order a money judgment in the amount of money the defendant owes you for unpaid rent. State the amount of the money judgment in the blank space to the right. A money judgment allows you to demand the rent from the defendant by, for example, garnishing the defendant's wages, if the defendant will not pay you voluntarily.
 - iii. Check the third box if you want the court to order that the defendant pay the monthly rent to the court, where it will be held in a special account until the case is over, if your case is not resolved on the first day in court. (The court can only order future rent, not past rent, to be paid between the initial hearing date and whenever the case is finished.)

16. The Notary Public or Clerk will complete this section after you sign the Complaint. The Complaint can be notarized at the Landlord and Tenant Clerk's Office for no charge.
17. The person whose name appears in Section 4 must sign the Complaint in this space in the presence of a Notary Public or a Clerk working in the Landlord and Tenant Clerk's Office.
18. If the person whose name appears in Section 4 and on the signature line in Section 17 is signing on behalf of a corporation that person must include his or her title on the line provided (e.g., president, treasurer, property manager).
19. This important note may apply to you. If you are not a lawyer in good standing in the District of Columbia you could be engaging in the unauthorized practice of law if you are representing or acting on behalf of another individual in the Landlord and Tenant Branch for any purpose other than to request a continuance.
20. If you are represented by an attorney, he or she should complete this section, including his or her bar number and email address. If you are not represented by an attorney, you should complete this section with your information. If you are not an attorney, leave blank the areas requesting a Unified Bar No. and Email Address. If someone other than the plaintiff completed the verification of the Complaint, the plaintiff or the plaintiff's attorney *must* sign the complaint in this Section.
21. Please leave this section blank. The Clerk will write in the total allowable costs when you file the Complaint.

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION
LANDLORD AND TENANT BRANCH
510 4th STREET, N.W., Building B, Room #110, Washington, D.C. 20001 Telephone (202) 879-4879**

<p style="text-align: right;">Case No. LTB 1</p> <hr/> <p>2 Plaintiff(s)</p> <hr/> <p>Address (No post office boxes)</p> <hr/> <p>City State Zip Code</p> <hr/> <p>Phone Number</p>	vs.	<p style="text-align: right;">3</p> <hr/> <p>Defendant(s)</p> <hr/> <p>Address Washington, D.C.</p> <hr/> <p>Zip Code</p> <hr/> <p>Phone Number (if known)</p>
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**VERIFIED COMPLAINT FOR POSSESSION OF REAL PROPERTY -- FORM 1C
(Nonpayment of Rent and Other Grounds for Eviction – Residential Property)**

DISTRICT OF COLUMBIA, ss:

1. I, (name, address, and phone number) 4, swear or affirm, under penalties of perjury that I have knowledge of the facts set forth in this Complaint and that I am: Plaintiff, **or** Plaintiff's attorney, **or** Plaintiff's agent authorized to make this verification and my relationship to Plaintiff is (*explain, and if Plaintiff is a corporation, include your title*) _____.
- 5 2. Plaintiff: is the Landlord or Owner, **or** has been appointed Personal Representative of the Estate in case no. _____ and is authorized to take possession of the property, **or** is not the Landlord, Owner, or Personal Representative, but has the right to demand possession because (*explain*) _____.
3. Plaintiff seeks possession of property located at _____ 6, Washington, D.C. Property is in possession of Defendant, a tenant, who holds it without right. Plaintiff seeks possession of property because:

7 (Complete BOTH of the following sections)

8 NONPAYMENT OF RENT

- Defendant failed to pay: \$ a total rent due from b to c. The monthly rent is \$ d. The lease permits late fees of \$ e per month. Plaintiff seeks other fees of \$ f for g (*explain*), defined as rent under paragraph no. h of the lease (*bring lease to every court date*) for this property, which is not subsidized and is exempt from rent control. The total amount due to the landlord is \$ i.
- 9 Notice to quit for **nonpayment of rent** has been: served as required by law, **or** I have personally reviewed the lease and Defendant has expressly waived the right to be served with a notice to quit for **nonpayment of rent** in paragraph no. _____ on page number _____ of the lease, **or** Defendant has expressly waived that right in another document (*attach copy*).

10 NOTICE TO QUIT (VIOLATIONS OF OBLIGATIONS OF TENANCY OR OTHER GROUNDS)

- Defendant failed to vacate the property after expiration of a properly served written Notice to Vacate, **or** Notice to Correct or Vacate, **or** Notice to Quit. (*Attach copy of Notice and affidavit of service of the Notice*)

11 A. Content of the Notice:

- All of the facts stated in the attached Notice were true at the time the Notice was served, **or**
- Plaintiff relies only on the following facts in the attached Notice, which were true at the time the Notice was served: (*specify*) _____

(Complete Section B on Page 2)

12 B. Complete only in cases alleging violations of the obligations of tenancy:

a (1) Defendant's conduct set forth in the Notice violates: *(select one or both)*
 The following paragraph number(s) or provision(s) of the written lease: _____; **and/or**
 Title 14 of the District of Columbia Municipal Regulations (D.C. Housing Code). Cite section _____ of Title 14, or describe conduct _____

b (2) Defendant's conduct set forth in the Notice occurred within six months of service of the Notice: yes no

c (3) Check and complete **one** of the following:
 Of the violation(s) listed in the attached Notice, the Defendant failed to correct/cure the following violation(s) by the deadline set forth in the Notice: _____
 The Defendant has no right to correct/cure the violation(s) because: *(federally subsidized housing only)* _____

14 4. Rent for the property of which Plaintiff seeks possession is subsidized by the federal or local government: yes no
If the rent is subsidized, answer all of the following:
What amount of rent, if any, is due from the tenant per month? \$ _____
What amount of rent, if any, is due from the subsidy program per month? \$ _____
Is the rent amount alleged due for any month listed in the complaint over and above the tenant's portion of the rent for that month? yes no
Has the subsidy program failed to pay its portion of the rent for any of the months at issue in this case? yes no

Therefore, the Plaintiff asks the Court for: *(check all that apply)*

15 Judgment for possession of the property described with no right to redeem the tenancy (non-redeemable judgment) for a violation other than nonpayment of rent or, if the Court declines to enter a non-redeemable judgment, a redeemable judgment for possession based on nonpayment of rent; and costs taxed by the Clerk.
 Money judgment for rent, fees defined as rent, and late fees in the total amount of \$ _____.
 A protective order requiring that all future rent be paid into the Court Registry until the case is decided.

16 Subscribed & sworn to before me this _____ day of _____, 20_____

Notary Public My Commission Expires _____

17 _____
18 Plaintiff/Plaintiff's Attorney/Plaintiff's Agent Date

Title of Person Signing *(if any)*

19 **Important Note to Parties:** Court of Appeals Rule 49, Superior Court Rule of Civil Procedure 101, and Landlord and Tenant Rule 9 prohibit the unauthorized practice of law. Any person who is not a lawyer in good standing in the District of Columbia should be aware that he or she could be engaging in the unauthorized practice of law if he or she acts on behalf of another in the Landlord and Tenant Branch for any purpose other than to request a continuance.

20 _____
Plaintiff/Plaintiff's Attorney Unified Bar No.

Address Zip Code

Phone No. Email Address *(required only for attorneys)*

CLERK OF THE COURT
Costs of this suit to date are \$ 21 _____

Para pedir una traducción, llame al (202) 879-4828 如需翻译,请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction
Để có một bản dịch, hãy gọi (202) 879-4828 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ 번역을 원하시면, (202) 879-4828 로 전화하십시오