

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Notice of Proposed Amendments to Superior Court Rule of
Procedure for the Landlord and Tenant Branch 15 and L&T Form 6

The District of Columbia Superior Court Rules Committee has recently completed review of proposed amendments to Superior Court Rule of Procedure for the Landlord and Tenant Branch 15 and L&T Form 6. The Rules Committee will recommend approval of the amendments to the Superior Court Board of Judges unless, after consideration of comments received from the Bar and the general public, they are withdrawn or modified.

Written comments in respect to these amendments may be submitted by May 12, 2014 to:

Ryan K. Mullady
Assistant General Counsel
Superior Court of the District of Columbia
500 Indiana Avenue, N.W., Room 6715
Washington, D.C. 20001

Written comments may also be submitted as a PDF file to: Ryan.Mullady@dcsc.gov

All comments submitted in respect to this notice will be available to the general public. The proposed amendments are set forth below. In the rule, new language is underlined and deleted language is stricken through.

Rule 15. Fees and eCosts:

(a) ~~FEE~~Sees. Fees ~~must~~shall be in accordance with the schedule set out in Civil Rule of Civil Procedure 202.

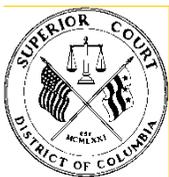
(b) ~~COSTS~~osts. ~~Up~~On entry of judgment, the prevailing party ~~must~~shall be awarded, as a matter of course, all taxable costs in the action including the filing fee, notary fee, postage, and a maximum fee of \$10.00 8.50per defendant to cover the costs incurred for service by a special process server. Notwithstanding ~~Civil Rule of Civil Procedure~~ 54(d), any court filing fee and U.S. Marshals Service administrative feefees for any writ of restitution, including alias writs, ~~must~~shall be awarded as a cost without further action by the ~~C~~court. Any other fee associated with any writ of restitution must be awarded as a cost if the United States Marshals Service appears on the premises to execute the writ, regardless of whether the writ is executed. The clerk must tax Ccosts shall be taxed by the Clerk upon the filing of the writ of restitution pursuant to Landlord and Tenant Rule 16(a) and payment of the required fees. The Clerk shall enter on the case jacket the costs so taxed. Other costs may, in the ~~C~~court's discretion, be awarded to the prevailing party or any other party, as appropriate, and costs may be awarded so as to discourage the filing of frivolous, vexatious, or premature actions or defenses.

COMMENT

The fee for a writ of restitution includes a filing fee charged by the court, and an administrative fee and an execution fee charged by the U.S. Marshals Service. The court's filing fee and U.S. Marshals Service's administrative fee are awarded as costs upon payment by the plaintiff to the clerk. The execution fee must be paid by the plaintiff to the court upon filing of a writ of restitution, but is awarded as a cost only if charged by the U.S. Marshals Service.

In many instances, the plaintiff does not seek to schedule an eviction after a judgment for possession is obtained because the tenant 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 or stayed before the eviction is concluded. In those circumstances, 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 taxable as a cost.

In the past, the court has required the defendant to include the execution fee in the amount required to redeem the tenancy. Based on the amended rule, the execution fee will be required as part of the amount the tenant must pay to redeem the tenancy only if the redemption is taking place when the U.S. Marshals Service has appeared on the premises to execute the writ.



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION
 LANDLORD AND TENANT BRANCH
 Bldg. B, 510 4th Street, NW, RM. 110 Washington, DC 20001 Telephone (202) 879-4879

L&T _____

 Plaintiff/Landlord

v.

 Defendant/Tenant

NOTICE TO TENANT OF PAYMENT REQUIRED TO AVOID EVICTION

A (check one) default or judgment for possession for nonpayment of rent was entered against you on (date) _____ . **This means that the Landlord has the right to evict you.** However, at any time before the U. S. Marshals Service has completed your eviction, you may avoid eviction by paying the amount listed in paragraph (e). Payment must be made in full, directly to the Landlord. The Landlord is required to accept your payment as long as the eviction has not been completed. If you wait until the U.S. Marshals Service has arrived at the property to conduct the eviction, you can pay the Landlord only by cash, cashier's check, or money order. You are required to pay only the amounts included on this form to avoid eviction, although these amounts will increase as specified below. **SEE NOTE AT THE BOTTOM OF THIS PAGE.** The Landlord may not require you to pay any other amounts to avoid eviction; however, the Landlord may seek additional fees through a separate court action. If you disagree with the amounts shown below and you wish to challenge them, you should come to court immediately, with any papers or other evidence, and file an Application to Reduce Payment Required to Avoid Eviction.

a. RENT: the amount of rent owed (not including late fees, court costs, or any other costs)

$$\begin{matrix} \$ \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} & + & \$ \underline{\hspace{2cm}} & = & \underline{\hspace{2cm}} \\ \text{Rent/mo} & & \text{\# of mos. owed} & & \text{add'l partial payment owed, if any} & & \text{Total Rent Owed} \end{matrix}$$

b. COURT COSTS:

 Total Court Costs

c. LATE FEES: The Tenant cannot be required to pay a late fee unless a judge approves this form by signing it on the second page.

$$\begin{matrix} \$ \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} & + & \$ \underline{\hspace{2cm}} & = & \underline{\hspace{2cm}} \\ \text{late fee/mo} & & \text{\# of mos. owed} & & \text{add'l partial payment owed, if any} & & \text{Total Late Fee Owed} \end{matrix}$$

d. OTHER COSTS: The Tenant cannot be required to pay other costs unless a judge approves this form by signing it on the second page.

\$ _____ other costs owed for (specify) _____
 Total Other Costs

e. As of (date) _____, the amount you must pay to avoid eviction is:

\$ _____ TOTAL

Note that the total amount you must pay to avoid eviction will increase over time. Specifically:

1. Each month, on the dates indicated in your lease agreement, an additional month's rent, and late fees of \$ _____, will be added to the total that must be paid to avoid eviction. Currently, your monthly rent is \$ _____. If the amount of your monthly rent increases or decreases, you must pay the new amount.
2. If the Landlord files a writ of restitution after this form has been issued, then the amount you must pay to the Landlord to avoid eviction will increase by \$18. You will be responsible for paying the additional amount directly to the Landlord. (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 you, then the amount you must pay the Landlord to avoid eviction will increase by \$195 (over and above the \$18 described in #2). (This additional payment is not required if the property is owned by the D.C. Housing Authority.)

Certification or Oath: *I hereby certify/swear that I have read this Notice to Tenant of Payment Required to Avoid Eviction and declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.*

Signature of Plaintiff/Landlord, Plaintiff's Agent, or Attorney

Date

Court Approval (if applicable):

Signature of Judge Presiding in Landlord and Tenant Branch

Date

Date this form was mailed to Tenant by the Landlord and Tenant Branch Clerk's Office: _____

Mailed to:

The landlord must file this form within seven calendar days of the entry of a default or a judgment, whichever occurs first, in every case in which the complaint or notice to quit is based on unpaid rent, even if the landlord did not seek a money judgment.