

DISTRICT OF COLUMBIA
OFFICIAL CODE

TITLE 42.
REAL PROPERTY.

CHAPTER 32.
LANDLORD AND TENANT.

2001 Edition

DISTRICT OF COLUMBIA OFFICIAL CODE

CHAPTER 32. LANDLORD AND TENANT.

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CHAPTER 32. LANDLORD AND TENANT.

§ 42-3201. NOTICE TO QUIT--UNNECESSARY WITH LEASE FOR CERTAIN TERM; LANDLORD'S RIGHT TO IMMEDIATE POSSESSION.

When real estate is leased for a certain term no notice to quit shall be necessary, but the landlord shall be entitled to the possession, without such notice, immediately upon the expiration of the term.

(Mar. 3, 1901, 31 Stat. 1382, ch. 854, § 1218.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1401.

1973 Ed., § 45-901.

§ 42-3202. NOTICE TO QUIT--MONTH TO MONTH OR QUARTER TO QUARTER TENANCY; EXPIRATION OF NOTICE.

A tenancy from month to month, or from quarter to quarter, may be terminated by a 30 days notice in writing from the landlord to the tenant to quit, or by such a notice from the tenant to the landlord of his intention to quit, said notice to expire, in either case, on the day of the month from which such tenancy commenced to run.

(Mar. 3, 1901, 31 Stat. 1382, ch. 854, § 1219.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1402.

1973 Ed., § 45-902.

§ 42-3203. NOTICE OF TERMINATION--TENANCIES AT WILL.

A tenancy at will may be terminated by 30 days notice in writing by either landlord or tenant.

(Mar. 3, 1901, 31 Stat. 1382, ch. 854, § 1220.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1403.

1973 Ed., § 45-903.

§ 42-3204. NOTICE TO QUIT--TENANCIES BY SUFFERANCE; APPORTIONMENT OF RENT.

A tenancy by sufferance may be terminated at any time by a notice in writing from the landlord to the tenant to quit the premises leased, or by such notice from the tenant to the landlord of his intention to quit on the 30th day after the day of the service of the notice. If such notice expires before any periodic instalment of rent falls due, according to the terms of the tenancy, the landlord shall be entitled to a proportionate part of such instalment to the date fixed for quitting the premises.

(Mar. 3, 1901, 31 Stat. 1382, ch. 854, § 1221.)

HISTORICAL AND STATUTORY NOTES

1981 Ed., § 45-1404.

1973 Ed., § 45-904.

§ 42-3205. NOTICE NOT TO BE RECALLED WITHOUT CONSENT; EFFECT OF EXPIRATION OF NOTICE.

Neither landlord nor tenant, after giving notice as aforesaid, shall be entitled to recall the notice so given without the consent of the other party, but after the expiration of the notice given by the tenant as aforesaid the landlord shall be entitled to the possession as if he had given the proper notice to quit; and after the expiration of the notice given by the landlord as aforesaid the tenant shall be entitled to quit as if he had given the proper notice of his intention to quit.

(Mar. 3, 1901, 31 Stat. 1382, ch. 854, § 1222; June 30, 1902, 32 Stat. 542, ch. 1329.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1405.

1973 Ed., § 45-905.

§ 42-3206. SERVICE OF NOTICE TO QUIT.

Every notice to the tenant to quit shall be served in English and Spanish upon him personally, if he can be found, and if he can not be found it shall be sufficient service of said notice to deliver the same to some person of proper age upon the premises, and in the absence of such tenant or person to post the same in some conspicuous place upon the leased premises. If the notice is posted on the premises, a copy of the notice shall be mailed first class U.S. mail, postage prepaid, to the premises sought to be recovered, in the name of the person known to be in possession of the premises, or if unknown, in the name of the person occupying the premises, within 3 calendar days of the date of posting.

(Mar. 3, 1901, 31 Stat. 1382, ch. 854, § 1223; June 29, 1984, D.C. Law 5- 90, § 3, 31 DCR 2537.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1406.

1973 Ed., § 45-906.

Legislative History of Laws

Law 5-90, the "Eviction Procedures Act of 1984," was introduced in Council and assigned Bill No. 5-134, which was referred to the Committee on Consumer and Regulatory Affairs. The Bill was adopted on first and second readings on April 10, 1984, and April 30, 1984, respectively. Signed by the Mayor on May 9, 1984, it was assigned Act No. 5-131 and transmitted to both Houses of Congress for its review.

§ 42-3207. REFUSAL TO SURRENDER POSSESSION; DOUBLE RENT.

If the tenant, after having given notice of his intention to quit as aforesaid, shall refuse, without reasonable excuse, to surrender possession according to such notice, he shall be liable to the landlord for rent at double the rate of rent payable according to the terms of tenancy for all the time that the tenant shall so wrongfully hold over, to be recovered in the same way as the rent accruing before the termination of the tenancy.

(Mar. 3, 1901, 31 Stat. 1382, ch. 854, § 1224.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1407.

1973 Ed., § 45-907.

§ 42-3208. PARTIES MAY AGREE TO ALTERNATE NOTICE PROVISIONS; WAIVER.

Nothing herein contained shall be construed as preventing the parties to a lease, by agreement in writing, from substituting a longer or shorter notice to quit than is above provided or to waive all such notice.

(Mar. 3, 1901, 31 Stat. 1384, ch. 854, § 1236.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1408.

1973 Ed., § 45-908.

§ 42-3209. RECOVERY OF REAL AND PERSONAL PROPERTY LEASED TOGETHER.

Whenever real and personal property are leased together, as, for example, a house with furniture contained therein, the landlord, either in an action of ejectment or in the summary proceeding for possession, in the Superior Court of the District of Columbia, may have a judgment for recovery of the personalty as well as the realty.

(Mar. 3, 1901, 31 Stat. 1384, ch. 854, § 1235; Feb. 17, 1909, 35 Stat. 623, ch. 134; July 8, 1963, 77 Stat. 77, Pub. L. 88-60, § 1; July 29, 1970, 84 Stat. 588, Pub. L. 91-358, title I, § 167(1).)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1409.

1973 Ed., § 45-909.

§ 42-3210. ACTION IN EJECTMENT--WHEN PROPER.

Whenever a lease for any definite term shall expire, or any tenancy shall be terminated by notice as aforesaid, and the tenant shall fail or refuse to surrender possession of the leased premises, the landlord may bring an action of ejectment to recover possession in the Superior Court of the District of Columbia.

(Mar. 3, 1901, 31 Stat. 1382, ch. 854, § 1225; Feb. 17, 1909, 35 Stat. 623, ch. 134; June 25, 1936, 49 Stat. 1921, ch. 804; June 25, 1948, 62 Stat. 991, ch. 646, § 32(b); May 24, 1949, 63 Stat. 107, ch. 139, § 127; July 8, 1963, 77 Stat. 77, Pub. L. 88-60, § 1; July 29, 1970, 84 Stat. 570, Pub. L. 91-358, title I, §§ 155(c)(1)(J), 167(2).)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1410.

1973 Ed., § 45-910.

§ 42-3211. ACTION IN EJECTMENT--CLAIMS FOR ARREARS OF RENT, DOUBLE RENT, AND WASTE; JURISDICTION OF COURT; MONEY JUDGMENT.

In either case the landlord may join with his claim for recovery of the possession of the leased premises a claim for all arrears of rent accrued to the termination of the tenancy, and, when the tenant has given the notice, for double rent from the termination of the tenancy to the verdict, or judgment, if the trial be by the court and for damages for waste; provided, that in such action before the Superior Court of the District of Columbia the amount so claimed shall be within its jurisdiction. If judgment for possession be rendered in favor of the plaintiff, he shall be entitled, at the same time, to a judgment for said arrears of rent, and for said double rent, as the case may be, to the date of the verdict or judgment as aforesaid, and for damages for waste.

(Mar. 3, 1901, 31 Stat. 1382, ch. 854, § 1226; June 30, 1902, 32 Stat. 542, ch. 1329; Feb. 17, 1909, 35 Stat. 623, ch. 134; July 8, 1963, 77 Stat. 77, Pub. L. 88-60, § 1; July 29, 1970, 84 Stat. 570, Pub. L. 91-358, title I, § 155(a).)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1411.

1973 Ed., § 45-911.

§ 42-3212. CONSOLIDATION OF ACTIONS FOR ARREARS OF RENT AND POSSESSION.

If actions be brought separately for arrears of rent and for the possession, they may be afterwards consolidated and 1 judgment rendered in them for the possession and also for the rent.

(Mar. 3, 1901, 31 Stat. 1383, ch. 854, § 1227; Feb. 17, 1909, 35 Stat. 623, ch. 134; June 25, 1936, 49 Stat. 1921, ch. 804; June 25, 1948, 62 Stat. 991, ch. 646, § 32(b); May 24, 1949, 63 Stat. 107, ch. 139, § 127; July 8, 1963, 77 Stat. 77, Pub. L. 88-60, § 1; July 29, 1970, 84 Stat. 575, Pub. L. 91-358, title I, § 157(g).)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1412.

1973 Ed., § 45-912.

§ 42-3213. LANDLORD'S LIEN FOR RENT--TIME OF EXISTENCE.

The landlord shall have a tacit lien for his rent upon such of the tenant's personal chattels, on the premises, as are subject to execution for debt, to commence with the tenancy and continue for 3 months after the rent is due and until the termination of any action for such rent brought within said 3 months.

(Mar. 3, 1901, 31 Stat. 1383, ch. 854, § 1229.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1413.

1973 Ed., § 45-915.

§ 42-3214. LANDLORD'S LIEN FOR RENT--HOW ENFORCED.

The said lien may be enforced:

(1) By attachment, to be issued upon affidavit that the rent is due and unpaid; or, if it be not due, that the defendant is about to remove or sell some part of said chattels;

(2) By judgment against the tenant and execution, to be levied on said chattels, or any of them, in whosoever hands they may be found;

(3) By action against any purchaser of said chattels, with notice of the lien, in which action the plaintiff may have judgment for the value of the chattels purchased by the defendant not exceeding the rent in arrear.

(Mar. 3, 1901, 31 Stat. 1383, ch. 854, § 1230.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1414.

1973 Ed., § 45-916.

§ 42-3215. LANDLORD'S LIEN FOR RENT--WHEN ATTACHMENT ISSUABLE; EXECUTING OFFICER'S POWER OF ENTRY.

Such attachment may be issued in any action for the recovery of the possession of the leased premises by the landlord, in which the rent in arrear, or double rent, or both, shall be claimed as aforesaid, and it shall be lawful for any officer to whom the writ of attachment shall be delivered to be executed to break open an outer or inner door when necessary to the execution of the same.

(Mar. 3, 1901, 31 Stat. 1383, ch. 854, § 1231.)

HISTORICAL AND STATUTORY NOTES

1981 Ed., § 45-1415.

1973 Ed., § 45-917.

§ 42-3216. LANDLORD'S LIEN FOR RENT--PROPERTY SUBJECT TO LIEN NOT TO BE EXECUTED ON BY ANOTHER WITHOUT PAYMENT OF RENT DUE; WHEN RENT IN ARREARS EXCEEDS 3 MONTHS.

No goods or chattels whatsoever, lying or being in or upon any messuage, lands, or tenements, which are or shall be leased for life or lives, term of years, at will, or otherwise, shall be liable to be taken by virtue of any execution on any pretence whatsoever, unless the party at whose suit the said execution is sued out, shall before the removal of such goods from off the said premises, by virtue of such execution or extent, pay to the landlord of the said premises, or his bailiff, all such sum or sums of money as are or shall be due for rent for the said premises at the time of the taking such goods or chattels by virtue of such execution; provided, the said arrears of rent do not amount to more than 3 months rent, and in case the said arrears shall exceed 3 months rent, then the said party, at whose suit such execution is sued out, paying the said landlord, or his bailiff, 3 months rent, may proceed to execute his judgment as he might have done before the making of this section; and the marshal is hereby empowered and required to levy and pay to the plaintiff as well the money so paid for rent, as the execution money.

(8 Ann. ch. 14, § 1, 1709; Kilty's Rep. 248; Alex. Br. Stat. 681; Comp. Stat. D.C., 325, § 41.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1416.

1973 Ed., § 45-918.

§ 42-3217. DISTRESS NOT UNLAWFUL AND PARTY MAKING IT NOT TRESPASSER AB INITIO BECAUSE OF IRREGULARITY; SPECIAL DAMAGES RECOVERABLE; COSTS; TENDER OF AMENDS DEFEATS RECOVERY.

Where any distress shall be made for any kind of rent justly due, and any irregularity or unlawful act shall be afterwards done by the party or parties distraining, or by his, her, or their agents; the distress itself shall not be therefore deemed to be unlawful, nor the party or parties making it be deemed a trespasser or trespassers ab initio; but the party or parties aggrieved by such unlawful act or irregularity shall or may recover full satisfaction for the special damage he, she, or they shall have sustained thereby, and no more, in an action of trespass or on the case at the election of the plaintiff or plaintiffs; provided always, that where the plaintiff or plaintiffs shall recover in such action, he, she, or they shall be paid his, her, or their full costs of suit, and have all the like remedies for the same as in other cases of costs; provided nevertheless, that no tenant or tenants, lessee or lessees, shall recover in any action for any such unlawful act or irregularity as aforesaid, if tender of amends hath been made by the party or parties distraining, his, her, or their agent or agents, before such action brought.

(11 Geo. 2, ch. 19, §§ 19, 20, 1738; Kilty's Rep. 251; Alex. Br. Stat. 741, 742; Comp. Stat. D.C., 334, §§ 66, 67.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1417.

1973 Ed., § 45-919.

§ 42-3218. FRAUDULENT REMOVAL, CONVEYANCE, OR CONCEALMENT OF PROPERTY TO DEFEAT LIEN SUBJECTS GUILTY PARTY TO FORFEITURE OF DOUBLE VALUE OF SUCH PROPERTY.

If any tenant or lessee shall fraudulently remove and convey away his or her goods or chattels, or if any person or persons shall wilfully and knowingly aid or assist any such tenant or lessee in such fraudulent conveying away or carrying off of any part of his or her goods or chattels, or in concealing the same; all and every person or persons so offending shall forfeit and pay to the landlord or landlords, lessor or lessors, from whose estate such goods and chattels were fraudulently carried off as aforesaid, double the value of the goods by him, her or them respectively carried off or concealed as aforesaid; to be recovered by action of debt in any court of record.

(11 Geo. 2, ch. 19, § 3, 1738; Kilty's Rep. 251; Alex. Br. Stat. 732; Comp. Stat. D.C., 329, § 53.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1418.

1973 Ed., § 45-920.

§ 42-3219. REPRESENTATIVES OF LIFE TENANT MAY RECOVER PROPORTION OF RENT FROM UNDER-TENANT.

Where any tenants for life shall happen to die before or on the day, on which any rent was reserved or made payable upon any demise or lease of any lands, tenements, or hereditaments, which determined on the death of such tenant for life, the executors or administrators of such tenant for life shall and may in an action on the case recover of and from such under-tenant or under-tenants of such lands, tenements, or hereditaments, if such tenant for life dies on the day on which the same was made payable the whole, or if before such day then a proportion, of such rent according to the time such tenant for life lived, of the last year, or quarter of a year or other time in which the said rent was growing due as aforesaid, making all just allowances or a proportionable part thereof respectively.

(11 Geo. 2, ch. 19, § 15, 1738; Kilty's Rep. 251; Alex. Br. Stat. 739; Comp. Stat. D.C., 333, § 64.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1419.

1973 Ed., § 45-921.

§ 42-3220. ACTION IN DEBT MAY BE BROUGHT FOR RENT IN ARREARS UNDER LEASE OR DEMISE FOR LIFE.

It shall and may be lawful for any person or persons, having any rent in arrear, or due upon any lease or demise for life or lives, to bring an action or actions of debt for such arrears of rent, in the same manner they might have done, in case such rent were due, and reserved upon a lease for years.

(8 Ann. ch. 14, § 4, 1709; Kilty's Rep. 248; Alex. Br. Stat. 682; Comp. Stat. D.C., 325, § 42.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1420.

1973 Ed., § 45-922.

§ 42-3221. ACTION BY LANDLORD FOR USE AND OCCUPATION OF PROPERTY WHERE NO DEED; PAROL AGREEMENT AS EVIDENCE OF QUANTUM OF DAMAGES.

It shall and may be lawful to and for the landlord or landlords, where the agreement is not by deed, to recover a reasonable satisfaction for the lands, tenements, or hereditaments, held or occupied by the defendant or defendants, in an action on the case, for the use and occupation of what was so held or enjoyed; and if in evidence on the trial of such action any parol demise or any agreement (not being by deed) whereon a certain rent was reserved shall appear, the plaintiff in such action shall not therefor be nonsuited, but may make use thereof as an evidence of the quantum of the damages to be recovered.

(11 Geo. 2, ch. 19, § 14, 1738; Kilty's Rep. 251; Alex. Br. Stat. 738; Comp. Stat. D.C., 333, § 63.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1421.

1973 Ed., § 45-923.

§ 42-3222. LEASE UNDER CONTROL OF A PERSON WITH A MENTAL

DISABILITY -- SURRENDER AND RENEWAL; GUARDIAN OR COMMITTEE; COURT ORDER.

In all cases where any person with a mental disability is or shall be entitled or has right to renew any lease or leases made or granted, or to be made or granted, for the life or lives of 1 or more person or persons, or for any term or number of years, absolute or determinable on the death of 1 or more person or persons, or otherwise; it shall and may be lawful to and for the person with a mental disability, or his or her guardian or guardians, committee or committees, of his estate, in his, her, or their name or names, by the direction of the chancellor, signified by an order made on hearing all parties concerned, upon petition, in a summary way, from time to time, to accept of a surrender or surrenders of such lease or leases; and to make and execute to any person or persons, bodies politic, or corporate or collegiate, aggregate or sole, a new lease or leases of the premises comprised in such lease or leases so to be surrendered by virtue of this section, for and during such number of lives, or for such term or terms of years, determinable upon such number of lives, or for such term or terms of years absolute, as was or were mentioned or contained in such lease or leases so surrendered, at the making thereof, or otherwise, as the chancellor for the time being, by any such order, so to be obtained as aforesaid, shall direct.

(11 Geo. 3, ch. 20, § 1, 1771; Kilty's Rep. 253; Alex. Br. Stat. 791; Comp. Stat. D.C., 336, § 74; Apr. 24, 2007, D.C. Law 16-305, § 64(a), 53 DCR 6198.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1422.

1973 Ed., § 45-924.

Effect of Amendments

D.C. Law 16-305 rewrote this section, which formerly read:

"§ 42-3222. Leases under control of mentally handicapped--Surrender and renewal; committee or guardian; court order."

"In all cases where any lunatic is or shall be entitled, or has right to renew any lease or leases made or granted, or to be made or granted, for the life or lives of 1 or more person or persons, or for any term or number of years, absolute or determinable on the death of 1 or more person or persons, or otherwise; it shall and may be lawful to and for such lunatic, or his or her guardian or guardians, committee or committees, of his estate, in his, her, or their name or names, by the direction of the chancellor, signified by an order made on hearing all parties concerned, upon petition, in a summary way, from time to time, to accept of a surrender or surrenders of such lease or leases; and to make and execute to any person or persons, bodies politic, or corporate or collegiate, aggregate or sole, a new lease or leases of the premises comprised in such lease or leases so to be surrendered by virtue of this section, for and during such number of lives, or for such term or terms of years, determinable upon such number of lives, or for such term or terms of years absolute, as was or were mentioned or contained in such lease or leases so surrendered, at the making thereof, or otherwise, as the chancellor for the time being, by any such order, so to be obtained as aforesaid, shall direct."

Legislative History of Laws

For Law 16-305, see notes following § 42-820.

§ 42-3223. LEASES UNDER CONTROL OF A PERSON WITH A MENTAL DISABILITY --LEASE PURSUANT TO PROVISIONS OF § 42-3222 VALID.

All and every such lease or leases so to be made or executed shall be deemed as good and valid, and effectual in the law, to all intents and purposes, as if the person with a mental disability was at the time of making or executing thereof of without a mental disability.

(11 Geo. 3, ch. 20, § 2, 1771; Kilty's Rep. 253; Alex. Br. Stat. 791; Comp. Stat. D.C., 336, § 75; Apr. 24, 2007, D.C. Law 16-305, § 64(b), 53 DCR 6198.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1423.

1973 Ed., § 45-925.

Effect of Amendments

D.C. Law 16-305 rewrote this section, which formerly read:

"§ 42-3223. Leases under control of mentally handicapped--Lease pursuant to provisions of § 42-3222 valid.

"All and every such lease or leases so to be made or executed as aforesaid, shall be and be deemed as good and valid, and effectual in the law, to all intents and purposes, as if such lunatic was at the time of making or executing thereof of sane mind, and had executed the same in his or her own proper person."

Legislative History of Laws

For Law 16-305, see notes following § 42-820.

§ 42-3224. LEASES UNDER CONTROL OF A PERSON WITH A MENTAL DISABILITY --MONEY RECEIVED FOR RENEWAL PAID TO GUARDIAN FOR BENEFIT OF PERSON WITH A DISABILITY; CHARACTERIZATION OF MONEY AT DEATH OF PERSON WITH A DISABILITY.

All fines, premiums, foregifts, and sums of money, which shall or may be had, received, or paid for, or on account of the renewing of any such lease or leases as aforesaid, shall (after a deduction of all necessary incident charges and expenses) be paid to the guardian or guardians, committee or committees, of the person with a disability, and be applied and disposed of for the benefit of the person with the disability, in such manner as the chancellor shall direct: but, upon the death of the person with the disability, all such sum or sums of money as shall arise by such fines, premiums, or foregifts, or so much as shall remain unapplied for the benefit of the person with the disability, at his, her or their death, shall, as between the representatives of the real and personal estates of all such people with disabilities, be considered as real estate, unless such the person with a disability shall be a tenant for life only, and then the same shall be considered as personal estate.

(11 Geo. 3, ch. 20, § 3, 1771; Kilty's Rep. 253; Alex. Br. Stat. 792; Comp. Stat. D.C., 336, § 76; Apr. 24, 2007, D.C. Law 16-305, § 64(c), 53 DCR 6198.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1424.

1973 Ed., § 45-926.

Effect of Amendments

D.C. Law 16-305 rewrote this section, which formerly read:

"§ 42-3224. Leases under control of mentally handicapped--Money received for renewal paid to guardian for benefit of handicapped; characterization of money at death of handicapped.

"All fines, premiums, foregifts, and sums of money, which shall or may be had, received, or paid for, or on account of the renewing of any such lease or leases as aforesaid, shall (after a deduction of all necessary incident charges and expenses) be paid to the guardian or guardians, committee or committees, of the said lunatic, and be applied and disposed of for the benefit of such lunatic, in such manner as the chancellor shall direct: but, upon the death of such lunatic or lunatics, all such sum or sums of money as shall arise by such fines, premiums, or foregifts, or so much as shall remain unapplied for the benefit of such lunatic or lunatics, at his, her or their death, shall, as between the representatives of the real and personal estates of all such lunatics, be considered as real estate, unless such lunatic or lunatics shall be tenants for life only; and then the same shall be considered as personal estate."

Legislative History of Laws

For Law 16-305, see notes following § 42-820.

§ 42-3225. LEASE HELD BY INFANT OR PERSON WITH A MENTAL DISABILITY-- SURRENDER AND RENEWAL; GUARDIAN OR COMMITTEE; COURT ORDER.

In all cases where any person under the age of 18 years, or any person with mental illness, is or shall become interested in or entitled to any lease or leases made or granted, or to be made or granted, by any person or persons, bodies politic, corporate or collegiate, aggregate or sole, for the life or lives of 1 or more person or persons, or for any term of years, either absolute or determinable upon the death of 1 or more person or persons or otherwise, it shall and may be lawful for such person under the age of 18 years, or for his or her guardian or guardians, or other person or persons on his or her behalf, and for such person with mental illness, or his or her guardian or guardians, committee or committees of the estate, or other person or persons on his or her behalf, to apply to the court of chancery by petition or motion, in a summary way, and by the order and direction of the said court made, upon hearing all parties concerned, such person under the age of 18 years, and such persons with mental illness, or person or persons appointed by the said courts respectively, by deed or deeds only, shall and may be enabled, from time to

time, to surrender such lease or leases, and accept and take, in the name, and for the benefit of such person under the age of 18 years, or person with mental illness, 1 or more new lease or leases of the premises comprised in such lease or leases surrendered by virtue of this section for and during such number of lives, or for such term or terms of years, determinable upon such number of lives, or for such term or terms of years absolute, as was or were mentioned or contained in such lease or leases so surrendered, at the making thereof respectively, or otherwise as the said court shall respectively direct.

(29 Geo. 2, ch. 31, § 1, 1756; Kilty's Rep. 253; Alex. Br. Stat. 788; Comp. Stat. D.C., 335, § 70; July 22, 1976, D.C. Law 1-75, § 4(j), 23 DCR 1182; Apr. 24, 2007, D.C. Law 16-305, § 64(d), 53 DCR 6198.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1425.

1973 Ed., § 45-927.

Effect of Amendments

D.C. Law 16-305, in the section name line, substituted "person with a mental disability" for "mentally handicapped"; and substituted "person with mental illness" for "lunatic" and "persons with mental illness" for "lunatics".

Legislative History of Laws

Law 1-75, the "District of Columbia Age of Majority Act," was introduced in Council and assigned Bill No. 1-252, which was referred to the Committee on Public Services and Consumer Affairs. The Bill was adopted on first and second readings on April 6, 1976, and April 20, 1976, respectively. Signed by the Mayor on May 14, 1976, it was assigned Act No. 1-116 and transmitted to both Houses of Congress for its review.

For Law 16-305, see notes following § 42-820.

§ 42-3226. LEASE HELD BY AN INFANT OR PERSON WITH A MENTAL DISABILITY--COSTS OF RENEWAL CHARGEABLE TO ESTATE OF INFANT OR PERSON WITH A DISABILITY OR DEEMED CHARGE UPON LEASEHOLD.

All and every sum and sums of money and other consideration, paid or advanced by any such guardian, trustee, committee or other person, for or on account of the renewal of any such lease or leases, and all reasonable charges incident thereto, shall be paid out of the estate or effects of the infant or person with a mental illness for whose benefit the said lease or leases shall be renewed, or shall be a charge and incumbrance upon the leasehold premises, together with interest for the same, as the said court shall direct and determine.

(29 Geo. 2, ch. 31, § 2, 1756; Kilty's Rep. 253; Alex. Br. Stat. 789; Comp. Stat. D.C., 335, § 71; Apr. 24, 2007, D.C. Law 16-305, § 64(e), 53 DCR 6198; Sept. 26, 2012, D.C. Law 19-169, § 26(b), 59 DCR 5567.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1426.

1973 Ed., § 45-928.

Effect of Amendments

D.C. Law 16-305 rewrote the section heading, which formerly read: "Lease held by infant or mentally handicapped--Costs of renewal chargeable to estate of infant or handicapped or deemed charge upon leasehold."

D.C. Law 19-169 substituted "person with a mental illness" for "lunatic".

Legislative History of Laws

For Law 16-305, see notes following § 42-820.

For history of Law 19-169, see notes under § 42-820.

§ 42-3227. LEASE HELD BY AN INFANT OR PERSON WITH A MENTAL DISABILITY --NEW LEASES TO BE OF SAME NATURE AND SUBJECT TO SAME LIABILITIES AS SURRENDERED LEASES.

The respective leases to be so renewed, shall operate, and be to the same uses, and be liable to the

same trusts, charges, incumbrances, dispositions, devises and conditions, as the leases to be, from time to time, surrendered as aforesaid, were or would have been subject to, in case such surrender had not been made.

(29 Geo. 2, ch. 31, § 3, 1756; Kilty's Rep. 253; Alex. Br. Stat. 790; Comp. Stat. D.C., 335, § 72; Apr. 24, 2007, D.C. Law 16-305, § 64(f), 53 DCR 6198.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1427.

1973 Ed., § 45-929.

Effect of Amendments

D.C. Law 16-305 rewrote the section heading, which formerly read: "Lease held by infant or mentally handicapped--New leases to be of same nature and subject to same liabilities as surrendered leases."

Legislative History of Laws

For Law 16-305, see notes following § 42-820.

§ 42-3228. LEASE HELD BY AN INFANT OR PERSON WITH A MENTAL DISABILITY -- RENEWED LEASE VALID.

Every such surrender, and such lease or leases granted thereupon, shall be, and be deemed as valid and legal, to all intents and purposes, as if such surrender had been made by and on the behalf of a person of full age, or sane mind.

(29 Geo. 2, ch. 31, § 4, 1756; Kilty's Rep. 253; Alex. Br. Stat. 790; Comp. Stat. D.C., 336, § 73; Apr. 24, 2007, D.C. Law 16-305, § 64(g), 53 DCR 6198.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1428.

1973 Ed., § 45-930.

Effect of Amendments

D.C. Law 16-305 rewrote the section heading, which formerly read: "Lease held by infant or mentally handicapped--Renewed lease valid".

Legislative History of Laws

For Law 16-305, see notes following § 42-820.

§ 42-3229. SURRENDER FOR NEW LEASE GOOD WITHOUT SURRENDER OF UNDERLEASES; UNDERLEASES CONTINUE UNAFFECTED; ALL RIGHTS AND REMEDIES TO CONTINUE.

In case any lease shall be duly surrendered, in order to be renewed, and a new lease made and executed by the chief landlord or landlords, the same new lease shall, without a surrender of all the underleases, be as good and valid, to all intents and purposes, as if all the underleases derived thereout had been likewise surrendered at or before the taking of such new lease; and all and every person and persons in whom any estate for life or lives, or for years, shall, from time to time, be vested by virtue of such new lease, and his, her, and their executors and administrators, shall be entitled to the rents, covenants, and duties, and have like remedy for recovery thereof, and the underlessees shall hold and enjoy the messuages, lands, and tenements, in the respective underleases, comprised, as if the original leases, out of which the respective underleases are derived, had been still kept on foot and continued, and the chief landlord and landlords shall have, and be entitled to, such and the same remedy, by distress or entry in and upon the messuages, lands, tenements, and hereditaments comprised in any such underlease, for the rents and duties reserved by such new lease, so far as the same exceed not the rents and duties reserved in the lease, out of which such underlease was derived, as they would have had in case such former lease had been still continued, or as they would have had, in case the respective underleases had been renewed under such new principal lease.

(4 Geo. 2, ch. 28, § 6, 1731; Kilty's Rep. 249; Alex. Br. Stat. 708; Comp. Stat. D.C., 328, § 50.)

HISTORICAL AND STATUTORY NOTES

1981 Ed., § 45-1429.

1973 Ed., § 45-931.

§ 42-3230. GRANT OR ASSIGNMENT OF REVERSION OF PREMISES OR BY LESSEE NOT TO AFFECT RIGHTS OR DUTIES UNDER LEASE.

The grantee or assignee of the reversion of any leased premises shall have the same right of action against the lessee, his personal representatives, heirs, or assigns, for rent or for any forfeiture or breach of any covenant or condition in the lease which the grantor or assignor might have had; and the assignee of the lessee shall have the same rights of action against the lessor, his grantee, or assignee, upon any covenants in the lease which the lessee might have had against the lessor.

(Mar. 3, 1901, 31 Stat. 1384, ch. 854, § 1234.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1430.

1973 Ed., § 45-932.

§ 42-3231. GRANTS OF REMAINDERS, REVERSIONS, AND RENTS GOOD WITHOUT ATTORNMENT; PAYMENT OF RENT TO GRANTOR WITHOUT NOTICE VALID.

All grants or conveyances of any manors or rents, or of the reversion or remainder of any messuages or lands, shall be good and effectual, to all intents and purposes, without any attornment of the tenants of any such manors, or of the land out of which rent shall be issuing, or of the particular tenants upon whose particular estates any such reversions or remainders shall and may be expectant or depending, as if their attornment had been had and made; provided, nevertheless, that no such tenant shall be prejudiced or damaged by payment of any rent to any such grantor or conusor, or by breach of any condition for nonpayment of rent, before notice shall be given to him of such grant by the conusee or grantee.

(4 Ann. ch. 16, §§ 9, 10, 1705; Kilty's Rep. 246; Alex. Br. Stat. 660, 661; Comp. Stat. D.C., 496, §§ 31, 32.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1431.

1973 Ed., § 45-933.

§ 42-3232. FRAUDULENT ATTORNMENT VOID; POSSESSION NOT CHANGED BY SUCH ATTORNMENT; LIMITATION ON SCOPE OF PROVISIONS.

All and every fraudulent attornment and attornments of any tenant or tenants of any messuages, lands, tenements, or hereditaments, shall be absolutely null and void to all intents and purposes whatsoever; and the possession of their respective landlord or landlords, lessor or lessors, shall not be deemed or construed to be anywise changed, altered, or affected by any such attornment or attornments; provided always, that nothing herein contained shall extend to vacate or affect any attornment made pursuant to and in consequence of some judgment at law, or decree or order of a court of equity, or made with the privity and consent of the landlord or landlords, lessor or lessors, or to any mortgagee after the mortgage is become forfeited.

(11 Geo. 2, ch. 19, § 11, 1738; Kilty's Rep. 251; Alex. Br. Stat. 737; Comp. Stat. D.C., 332, § 60.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 45-1432.

1973 Ed., § 45-934.