

Landlord Tenant Resource Center

Security Deposit Self-Help Packet

This Self-Help Packet is for residential tenants in the District of Columbia who have questions about getting their security deposit back from their landlord. We hope this guide will help you:

- Understand the law and your rights;
- Understand what you can do if you have problems related to your security deposit; and
- Know how to get in touch with a lawyer if you need more help.

This packet reviews tenants' rights and legal options as of 7/21/2022. The law or procedures may have changed by the time you use this guide. If you have questions about your situation, you should speak with an attorney.

You can apply for free legal help here:

Consumer Law Resource Center: (202) 780-2574
Telephone intake occurs each Friday until 5:00 p.m.

Small Claims Resource Center: (202) 849-3608

Neighborhood Legal Services Program (NLSP): (202) 832-6577
Telephone intake occurs on Monday, Wednesday, and Friday from 10 a.m. – 3 p.m.

D.C. Bar Pro Bono Center Advice & Referral Clinic: For the latest clinic information, please visit their website at <https://www.dcbbar.org/pro-bono/free-legal-help/help-for-individuals/advice-referral-clinic>.

D.C. Office of Tenant Advocate (OTA)
They may be able to help contact your landlord and try to get your deposit back. You can call for help (202) 719-6560. You can also find more information about OTA at their website: <https://ota.dc.gov/>.

What's in this packet?

- Pages 2-5 answer common questions about security deposits
- Pages 6-9 tell you how to file a Small Claims Court Case
- Pages 10-11 are a sample of a demand letter you can send to your landlord
- Page 12 and after are instructions and documents you can use to file your case

The Basics and Frequently Asked Questions

Security Deposits for Residential Rentals

IMPORTANT NOTE: Some of the information in this section may not apply to rental units that are owned or subsidized by the D.C. or federal governments.

In D.C., a landlord renting out a rental unit (like an apartment or a house) can charge a security deposit.

Q. How much can my landlord charge for a security deposit?

A. Your landlord may not charge more than the amount of one month's rent. They can only charge you for a security deposit one time.

Q. What happens after I give my landlord the security deposit?

A. After you give your landlord the security deposit, they must put the money in a special account. The account must be:

- the type of bank account that will earn interest;
- in a financial institution (like a bank) in the District of Columbia; and
- only used for holding security deposits.

Q. Is there anything I can do to prepare to move out to be sure my security deposit is protected?

A. Before you fully move out, you should take pictures of your home. Especially take pictures of what is in good condition and what you think the landlord may try to say is an expensive repair. That way, you have a record of what the conditions are in case you disagree with what your landlord says. You can even invite your landlord to do an inspection with you.

You should keep copies of your pictures and any other paperwork about the security deposit.

Q. What happens after I move out?

A. Within 45 days of you moving out, your landlord has to either:

- (1) return the deposit with interest, or
- (2) notify you in writing that they plan to withhold all or part of the deposit and apply it to costs that you are responsible for.

Q. My landlord says they are going to withhold part of my deposit. Is that allowed?

A. It depends on what your agreement with your landlord says. Your landlord must say in writing what your deposit can be used for, either in a written lease or in a written receipt for the security deposit. After you move out, your landlord may withhold the money if the lease or receipt allow it in your circumstances.

For example, your lease may say that your deposit can be used to pay for damage to the rental unit or if you move out while owing the landlord money for rent. If your lease says this, your landlord can keep at least part of your deposit if you or your guests damage the unit or if you move out while owing rent.

Q. How can I know if my landlord used my security deposit correctly?

A. After your landlord tells you they will keep all or part of your security deposit, they have 30 days to:

- give the rest of the deposit, if any, to you, and
- give you a detailed statement of how the security deposit was used. The landlord must also list the cost of each item.

Q. Can my landlord charge me for repairs if I did not cause the damage?

A. Your landlord is responsible for paying for repairs to your rental unit, as long as the problems weren't caused by you or your guests. Your landlord is responsible for repairs that are the result of ordinary wear and tear. This includes items that break or deteriorate due to age or poor condition. If you or your guests damage the unit, accidentally or by neglect, then your landlord can charge you for the repairs.

Q. Can my landlord keep my deposit if I move out before my lease is over?

A. Your lease or security deposit receipt should say the reasons the landlord can keep your deposit.

If you have a written lease that hasn't expired (for example, you are 7 months into a 12-month lease term) and you move out, you may owe the landlord rent through the end of the lease term. But, the landlord is required to "mitigate damages." That means they have to try to re-lease the unit promptly. Your landlord can also agree to let you move out early without paying any additional rent.

Q. Can my landlord keep my deposit if I move out before giving them 30 days' notice?

A. If you are renting month-to-month (including if your initial lease term ended), you are required to give a 30-day notice before moving out. If you do not give this notice, you may owe the landlord another month of rent. Your landlord can agree to let you move out early without paying any additional rent.

Q. Can I apply my security deposit to any rent I owe?

A. A tenant usually cannot decide to use a security deposit to pay the last month's rent or pay for other charges without the landlord's permission. But, your landlord may have the right to keep your deposit under the terms of your lease or the security deposit receipt, if you move out while owing money for rent or other charges.

Q. My landlord didn't give me any notices about my security deposit. Does that change anything?

A. If your landlord did not give you the proper notices and you sue them to get your deposit back, the court will assume that you are entitled to your whole deposit and any interest. Then, for the landlord to avoid paying the deposit, they would have to prove that you are not entitled to the full refund plus interest. This part of the law gives you an advantage in your case because in most cases, the person who files the case must prove that he or she should win. Here, though, the judge would require the landlord to prove that you shouldn't win.

Q. What can I do if my landlord is keeping my security deposit improperly?

A. There are several steps you can take.

- (1) You can talk to your landlord or send a demand letter and ask them to follow the law and return the money. You can use the demand letter in this packet.
- (2) You can file a case against your landlord, asking a judge to order your landlord to return the money.

This packet has instructions for filing a case to try to get your security deposit back.

Q. What are the risks of filing a case against my landlord?

A. You should think carefully before filing a case against your landlord. Your landlord might also counter-sue (counterclaim) against you for money they say you owe. That means, if you sue your landlord to get your security deposit back, but your landlord says that you actually owe them money, you might be in a risky position and owe your landlord money at the end of the case.

If you want to take your landlord to court, you should be sure to include any other claims you have against them related to your landlord-tenant relationship. If you don't bring up other claims when you file the security deposit case, you might not be able to bring them up later. If you have questions about this, you should talk to a lawyer.

Please also keep in mind that a court case can take a lot of time and have many deadlines.

Q. What can I get if I file a case against my landlord?

A. If you want to file a case, you may get back any unpaid security deposit that a judge agrees should be returned to you. If you raised any other claims against the landlord, you may get money for them too.

If a judge decides your landlord was acting in “bad faith,” you can get what is called “treble damages,” or three times the actual money owed. “Bad faith” means that your landlord did not have a good reason to keep your security deposit and that they were motivated by fraud, deception, or dishonesty. If your landlord forgot to return the deposit, had bad judgment, or an honest belief that they acted correctly, that’s not bad faith.

Q. How can I file a case against my landlord?

A. Please see the next part of this packet for instructions and forms for filing a case against your landlord.

Q. Do I need a lawyer to file a case against my landlord?

A. Many tenants file small claims cases against their landlord without a lawyer. If you file a small claims case, you will be able to talk to the judge and explain what happened, even without a lawyer.

Instructions for Filing a Case in Small Claims Court

These instructions describe how to file a case against your landlord in Small Claims Court. These instructions were correct at the time of writing, but they may have changed by the time you use this packet. If you have questions about how to file your case, you can:

- Call the Clerks' Office for the Small Claims Court: (202) 879-1120
- Visit the Court's website: <https://www.dccourts.gov/services/civil-matters/requesting-10k-or-less>

Please remember, if you file in Small Claims Court, if you win your case, the most you can get is \$10,000. If your claims are worth more than \$10,000 and you want to try to win more than \$10,000, you should not use this packet.

1. Make sure you have all the correct documents.

This packet includes the following documents:

- Superior Court of the District of Columbia Coversheet (this is the document with the case caption and check boxes)
- Statement of Claim
- Instructions to Defendant
- Notice
- Application to Proceed without Prepayment of Costs, Fees, or Security (including the Order)

2. Fill out the Coversheet.

In this case, you are the Plaintiff. Your landlord is the Defendant. You should check the "Security Deposit" box under "Nature of Suit."

3. Fill out the Statement of Claim.

Tips:

- Fill in the captions with your name and contact information and the landlord's name and contact information. You must include a mailing address for the landlord.
- Explain what happened. Include information about how much your security deposit was, when you moved out, and what happened after that.
- Under "Request for Relief," explain what you want the judge to do. For example, you can say you want the court to make the landlord return the security deposit and say the amount of the deposit you want.
- You must sign the Statement of Claim in front of a notary or court clerk.

4. Keep the Instructions to Defendant with the rest of the documents.

You must keep this with the other papers you will give to the Court.

5. Fill out the Notice.

Tips:

- Fill out the section with your name and address and the landlord’s name and address.
- Fill in the blanks in the first paragraph, explaining you have made a claim and you are trying to get money.
- The Court will fill out the second paragraph about the first court date.

6. Attach a copy of your lease or security deposit receipt.

Put your statement of claim, instructions, and notice together—in that order—and then attach a copy of your lease or security deposit receipt after the notice.

7. Fill out the Application to Proceed Without Prepayment of Costs, Fees, or Security (“fee waiver”).

Filing this case will cost money (probably \$10). If paying this money would be difficult for you, you can ask the Court to waive any fees that come with filing and pursuing a case. Fill out this form if you want the Court to let you bring your case without paying to file.

8. Make a copy of your forms.

You can photocopy these documents or take a picture with your phone.

9. Take your forms to the courthouse.

Small claims court is located in Court Building B at 510 4th Street NW. The Small Claims Clerk’s Office is in Room 120.

10. If you’re filing for a fee waiver, give it to the clerks in Room 120.

Tell the clerks you’re filing a Small Claims case and that you have a fee waiver application. Once the clerk or judge approves your fee waiver, go to the next step.

11. File the Coversheet, Statement of Claim, Information for Defendant, and Notice.

File these documents at the Clerk’s Office.

Tips:

- The clerk can help answer logistical questions, but they can’t give you legal advice about how to argue your case.
- The clerks will write your first hearing date on the Notice.

12. Serve the papers on your landlord.

“Serving” someone means giving them a copy of the Statement of Claim, Information for Defendant, and Notice.

If . . .	Then . . .
Your fee waiver was approved.	The Court will try to serve your landlord. <i>Give the Court the address for everyone you’re suing. <u>If the Court doesn’t serve your landlord, you need to serve them. See below.</u></i>
You did not get a fee waiver.	You have to serve your landlord. <i>See below.</i>

If you didn’t get a fee waiver, you can serve your landlord in one of two ways:

- **Option 1:** Send the summons and complaint to the defendant by certified mail with a return receipt requested.
- **Option 2:** Ask someone else to give your landlord the summons and complaint in person. You’re not allowed to do this yourself. You can ask a friend or a family member as long as they’re over 18 and they’re not a party or otherwise affected by the claim. This person should serve the papers at least 8 days before your first hearing.

You must serve the landlord and show the court proof that you served the landlord within 60 days of filing the case. If you think you won’t be able to do this, you should ask the court for more time before the 60-day window ends.

At least 3 days before your hearing, file an “affidavit of service” with the clerk’s office. This is a paper that says how and when the defendant was served. Get this form from the court clerk’s office. Whoever served the complaint needs to fill it out.

If you couldn’t serve your landlord before your court date, you should still show up. Explain the situation to the judge. Ask for more time. The judge will likely set a new hearing in a few weeks. If you got a fee waiver, tell the judge. Make sure the Court has the right address for your landlord.

What should you expect on your first court date?

- Your first court date may be virtual. Before COVID-19, hearings happened in-person, but since the pandemic began, the hearings have been virtual. The court may change and start in-person hearings again.
- If you do not have a computer or internet to appear at a virtual hearing, you can use the court’s remote hearing sites. These are offices around D.C. that people can use to participate in their hearings. To use one of these sites, call (202) 879-1900. You may also be able to participate by phone, but you should ask the

clerks before relying on simply calling in. You can call the clerks at (202) 879-1120.

- On your first court date, the judge may ask you about the situation. They may ask if you still are trying to get the money from the landlord. The judge may schedule mediation for you and the landlord.

Good luck! Go to the next page to get the forms you need to file your case.

This is an example of a demand letter you can use to ask your landlord for your security deposit. You can rewrite this letter with the correct details for your situation. Be sure to keep a copy of your letter. You can make a photocopy or take a picture with your phone.

[Tenant's name]
[Current address]
[City, State, Zip Code]
[Email address, if you have one you use]
[Phone number]

[Date]

[Landlord's name]
[Landlord's address]
[City, State, Zip Code]
[Landlord's email address, if you have one for them]
[Landlord's phone number]

Dear [Landlord's name]:

When I moved into the rental unit located at [write the complete address of your former residence], I paid you [\$XXX.XX] for the security deposit. I moved out on [DATE]. I gave you the keys and my new address. I am writing to ask that you return my security deposit immediately.

[Only use the paragraphs below that apply to your situation]

I moved out over 45 days ago. You have not given me any written notice about whether you will return my security deposit to me. D.C. law requires you to return my security deposit or notify me that you plan to withhold all or part of the deposit within 45 days of ending the tenancy.

Over 30 days ago, you told me that you would be withholding some of my security deposit. D.C. law requires you to return the balance of my deposit along with an itemized statement of each repair or other use authorized by my lease.

Because I lived in the rental unit for at least twelve months, you are required to pay interest on my security deposit, unless you can show that you used the interest for a repair or other use authorized by my lease.

In your letter dated [DATE], you said you are withholding [part of] my deposit for various repairs or other charges including [list the repairs]. I dispute these charges because [explain why you dispute the charges].

I hope that we can resolve this issue without going to court. But, if you do not return [\$XXX.XX] to me by [DATE], I may have no choice but to sue you in D.C. Superior Court.

Please contact me by phone at (XXX) XXX-XXXX if you wish to discuss this. You can send the deposit to the address listed above.

Sincerely,



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Civil Division – Small Claims and Conciliation Branch

510 4th Street, N.W., Court Building B, Room 120, Washington, D.C. 20001

Telephone Number: (202) 879-1120 Website: www.dccourts.gov

Plaintiff(s)

v.

(The information collected on this form is used solely for court administration and statistical purposes.)

Defendant(s)

Name (please print or type)

Relationship to Lawsuit:

- Attorney for Plaintiff Self (Pro Se / No Attorney)
- Other: _____

Firm Name (if applicable)

Service Method:

- Certified Mail by Clerk (How many? _____)
 With Restricted Delivery (check if applicable)
- Registered Mail by Clerk (How many? _____)
 With Restricted Delivery (check if applicable)
- Special Process Server (You must file an Application for Approval of Special Process Server)

Telephone No.

Bar. No.

Do you need an interpreter? Yes No If yes, which language(s)? _____

Amount in Controversy: \$1 - \$500 \$500.01 - \$2,500 \$2,500.01 - \$10,000

Pending or re-filed case(s) related to the action being filed:

Case No.: _____ Case No.: _____

NATURE OF SUIT: (Check ONE box only that most accurately describes your primary case)

A. CONTRACTS – a claim based on an agreement between parties made either orally or in writing

- | | | |
|--|--|--|
| <input type="checkbox"/> Breach of Contract | <input type="checkbox"/> Breach of Warranty | <input type="checkbox"/> Personal Property |
| <input type="checkbox"/> Negotiable Instrument | <input type="checkbox"/> Loan | <input type="checkbox"/> Rent Due |
| <input type="checkbox"/> Unpaid Wages | <input type="checkbox"/> Services Rendered | <input type="checkbox"/> Security Deposit |
| <input type="checkbox"/> Debt Suit | <input type="checkbox"/> Home Improvement Contract | <input type="checkbox"/> Oral |

B. PROPERTY TORTS – a claim for an injury or wrong committed on the property of another

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Automobile | <input type="checkbox"/> Conversion | <input type="checkbox"/> Shop Lifting |
| <input type="checkbox"/> Property Damage | <input type="checkbox"/> Destruction of Property | <input type="checkbox"/> Trespass |

C. PERSONAL TORTS – a claim for an injury or wrong committed on the person of another

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Assault and Battery | <input type="checkbox"/> Personal Injury | <input type="checkbox"/> Libel and Slander | <input type="checkbox"/> Slip and Fall |
| <input type="checkbox"/> Automobile | <input type="checkbox"/> Fraudulent Misrepresentation | <input type="checkbox"/> Negligence | |

D. **UNIFORM ARBITRATION ACT – an action based on an arbitration agreement**

E. **SUBROGATION – a claim filed by one person in the place of another**

F. **FOREIGN JUDGMENT (DOMESTIC) – judgment, decree or order filed from another jurisdiction**

G. **COLLECTION – a claim filed by a seller / lender to collect a consumer debt**

H. **FOREIGN JUDGMENT (INTERNATIONAL) – judgment, decree or order filed from another country**

I. **MEDICAL MALPRACTICE – a claim against a healthcare provider for professional misconduct**

Have you given notice of intention to file your lawsuit 90 days prior to filing? Yes No

Instructions to Defendants

Important:

You must come to court on the date and time stated on the Notice to avoid the entry of a judgment by default. If you do not come to court for your hearing, a judgment by default may be entered against you for the amount of money demanded in the Statement of Claim. If that happens, the plaintiff could take money from your paycheck or your bank account, or take and sell your personal property, to pay the claim.

If you cannot come to court for your hearing, call the Small Claims Clerk's Office at (202) 879-1120 as soon as you can for more information. You must go to the hearing unless the hearing is continued or cancelled. To find out if your hearing is still scheduled call the Small Claims Clerk's Office. Even if you want to admit the claim, and just need more time to pay, you must still come to court to explain your situation.

Before any case goes to trial in the Small Claims and Conciliation Branch, a trained mediator will meet with the parties to see if they can agree to a settlement. If the parties cannot reach a settlement with the mediator, then the case can be scheduled for a trial on another day.

If the plaintiff in your case has a lawyer, that lawyer's name and contact information are on the Statement of Claim. You may contact the plaintiff's lawyer about this case. You do not have to have a lawyer, but you may choose to get a lawyer or look for legal advice about this matter.

If you want a lawyer, but cannot afford to pay one, there are many organizations that may be able to help you, including:

- Legal Aid Society of the District of Columbia: (202) 628-1161
- Legal Counsel for the Elderly (if age 60+): (202) 434-2120
- Tzedek DC: (202) 274-7386
- Neighborhood Legal Services Program: (202) 832-6577
- DC Law Students in Court: (202) 638-4798

You may also get help from the Consumer Law Resource Center, or the Small Claims Resource Center. The Consumer Law Resource Center is open on Wednesdays from 9:15 a.m. to 12:00 p.m. The Small Claims Resource Center is open on Thursdays, 9:15 a.m. to 12:00 p.m. Both are located in Room 208, Court Building B, 510 4th Street, N.W., Washington, DC 20001. The resource centers may close their intake early if too many people have already signed in. They must prioritize people with a court hearing scheduled on that day. There is no guarantee that people without hearings on that day will be seen. Arriving early increases your chances of receiving services. Please expect a wait.

If you have witnesses, books, receipts, or other documents that relate to this case, you should bring them with you to court. If you want to have witnesses summoned to come to court, contact the Small Claims Clerk's Office for more information.

When you contact the Small Claims Clerk's Office about your case, remember to include your case number, contact information, and court date. Please know that court employees are not allowed to give you legal advice.

Puede obtenerse copias de este formulario en Español en el Tribunal Superior del Distrito de Columbia, Edificio B, 510 4th Street, NW, Room 120, Washington, D.C. 20001, o ver: www.dccourts.gov.

You can get a copy of this form in Spanish at the Superior Court of the District of Columbia, Building B, 510 4th Street NW, Room 120, Washington, D.C. 20001, or at: www.dccourts.gov.

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division – Small Claims and Conciliation Branch
510 4th Street, N.W., Court Building B, Room 120, Washington, D.C. 20001
Telephone Number: (202) 879-1120 Website: www.dccourts.gov

Case No.: _____

Plaintiff(s) vs. _____
Defendant(s)

Address _____ *Zip Code* _____ *Address* _____ *Zip Code* _____

Phone No. _____

Notice

You are hereby notified that _____ has made a claim and is requesting judgment against you in the sum of _____ dollars (\$ _____), as shown by the attached Statement of Claim.

The Court will hold a hearing on this claim on _____ in the Small Claims and Conciliation Branch, 510 4th Street, N.W., Court Building B, _____.
(Located on 4th Street, NW, between E and F Streets. Closest metro stop: Judiciary Square, Red Line)

Clerk of the Court or Deputy Clerk
Superior Court of the District of Columbia

This paper is a notice in a lawsuit seeking money damages. If you do not come to the hearing above, a judgment may be entered against you. If you cannot come to the hearing, please contact the Small Claims Clerk's Office immediately for more information. For more information, see the "Instructions to Defendants" page attached to or on the back of the attached Statement of Claim.

...

Este documento es un aviso en una demanda que solicita daños monetarios. Si usted no asiste a la audiencia mencionada anteriormente, se puede dictar un fallo en su contra. Si no puede asistir a la audiencia, comuníquese de inmediato con la Oficina del Secretario de Demandas de Menor Cuantía para obtener más información. Para obtener más información, consulte la página "Instrucciones a los Demandados" que se adjunta a la Declaración de Demanda adjunta o al dorso de la misma.

...

如需翻译,请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction 번역을 원하시면, (202) 879-4828 로 전화하십시오

Đề có một bài dịch, hãy gọi (202) 879-4828

የአግርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
500 Indiana Avenue, NW, Washington, DC 20001
(202) 879-1010 | www.dccourts.gov

Case Caption: _____ Case Number: _____

APPLICATION TO WAIVE COURT COSTS AND FEES

This application and any financial information provided therein will be treated as confidential except to the court, authorized court personnel, the applicant and persons authorized by the applicant or as ordered by the court.

I, _____ am the: (check one)
 (Your Name)

- Plaintiff/Petitioner
- Defendant/Respondent
- Guardian
- Filer
- Intervenor/Proposed Intervenor
- Other: _____

I respectfully ask that I not be required to pay court fees in this case. I am unable to pay these costs without substantial financial hardship to me or my dependent(s) for the following reason(s):

1. I, or my dependent, receive financial help from one or more of the following programs:
 (check all that apply)

- Child Care Subsidy/Voucher Program
- Close Relative Caregiver Pilot Program (CRCP)
- Domiciliary Care for Homeless Veterans (DCHV)
- Free and Reduced-priced Meals (FARM)
- General Assistance for Children (GAC)
- Grandparent Caregivers Program (GCP)
- Head Start Program
- Health Care for Homeless Veterans (HCHV)
- Home First Subsidy Program
- Homeless Veteran Community Employment Services Program (HVCES)
- Housing Choice Voucher Program (HCVP)
- Interim Disability Assistance (IDA)
- Low Income Home Energy Assistance Program (LIHEAP)
- Local Rent Supplement Program (LRSP)
- Medicaid or D.C. HealthCare Alliance
- Permanent Supportive Housing (PSH)
- Program on Work, Employment, and Responsibility (POWER)
- Project-Based Section 8 Rental Assistance
- Public Housing
- Qualified Medicare Beneficiary Program (QMB)
- Rapid Rehousing Program (RRH) including Flex and CareerMap
- Section 202 Supportive Housing for the Elderly Program
- Section 811 Housing for Persons with Disabilities Program
- Social Security Disability Insurance (SSDI)
- Special Supplemental Nutrition Program for Women, Infants and Children (WIC)
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Supportive Services for Veteran Families (SSVF)
- Targeted Affordable Housing (TAH)
- Temporary Assistance for Needy Families (TANF)
- U.S. Department of Housing and Urban Affairs – Veterans’ Affairs Supportive Housing (HUD-VASH) Program
- Veterans Affairs Supportive Housing
- Veterans’ Pensions or Pensions to Surviving Spouses and Children

(If you checked any of the boxes in Question 1 - STOP and do not answer Questions 2 through 9. Go directly to the Declaration section on page 3. If you did not check any of the boxes in Question 1, go to Question 2.)

2. I am represented free of charge by a legal services or other nonprofit organization whose primary purpose is to provide legal services to low-income clients, or by a legal clinic operated by a law school located in the District of Columbia that provides legal services to low-income clients. (See Appendix for a list of organizations and law schools.)

Yes. Name of Organization: _____

(If you answered yes to Question 2 - STOP and do not answer Questions 3 through 9. Instead, go directly to the Declaration section on page 3.)

No (If no, answer Question 3.)

3. I believe that my monthly income after taxes does not exceed 200% of the federal poverty guidelines issued by the U.S. Department of Health and Human Services. (See Appendix).

Yes. My monthly income is \$ _____ and I have ____ people (including me) in my family/house.

(If you answered yes to Question 3 - STOP and do not answer Questions 4 through 9. Go directly to the Declaration section on page 3.)

No (If no, answer Questions 4 through 9.)

4. I am presently:

employed. My annual salary is \$ _____ .

unemployed. The last date I worked was _____ , _____ .
(Month) (Year)

5. The number of people who depend on me for financial support : _____ . Of those, _____ are minor children or elderly.

6. I have a total of \$ _____ in cash, including money in bank accounts.

7. I own the following vehicles, real estate, or other valuable property: (list all items)

8. This is my best estimate of the monthly expenses for me and the people who depend on me for financial support:

Expense	Monthly Amount
Housing (such as rent, mortgage, taxes, insurance):	\$
Utilities (such as gas, electric, water, phone, internet):	\$
Food and household necessities:	\$
Child-related expenses (such as childcare, diapers):	\$
Health (such as medical, prescriptions, dental, vision, insurance):	\$
Transportation (such as vehicle loan, gas, insurance, metro, buses):	\$
Other debt and expenses:	\$
Total Estimated Monthly Expenses:	\$

9. Other circumstances that I want the judge to consider in support of my request are:
(explain any other reasons, such as any child support orders, large monthly expenses, debts, wage or bank account garnishments, or judgments)

DECLARATION

I solemnly swear or affirm under criminal penalties for the making of a false statement, which include 180 days in jail or a \$1,000 fine or both, that I have read this Application and that the factual statements made in it are true to the best of my personal knowledge, information and belief.

 Signature

 Date

 Street Address

 Telephone

 City, State, Zip Code

 Email address

This Application to Waive Court Costs and Fees has been reviewed and approved by:			
Signature	Printed Name	Title	Date



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
500 Indiana Avenue, NW, Washington, DC 20001
(202) 879-1010 | www.dccourts.gov

Case Caption: _____

Case Number: _____

ORDER

Upon consideration of the Application to Waive Court Costs and Fees filed by
_____ it is hereby ordered that the Application is:

GRANTED.¹ Your documents will be filed and a hearing scheduled, if necessary.

GRANTED IN PART, for the following reasons:

DENIED, for the reasons stated on the record in open court and in presence of the applicant or applicant's counsel, or for the following reasons:

If your application was granted in part or denied, you may request a hearing and present additional evidence to the court for consideration. To request a hearing, you should file a [Notice to Court \(Praecipe\)](#) with the Clerk's Office. The Court will then schedule the requested hearing within 14 days of your filing.

Date

Judge

¹ Witnesses will be subpoenaed without prepayment of witness fees. If this is a Civil Division case, the clerk will attempt to serve the documents listed in Civil Rule 4(c)(1) by mail pursuant to Civil Rule 54-II(i). Plaintiff/Petitioner is responsible for service and proof of service if the clerk's efforts are unsuccessful.

Appendix to Application to Waive Cost and Fees

I. Law Schools

American University Washington College of Law
 Catholic University of America Columbus School of Law
 George Washington University Law School
 Georgetown University Law Center
 Howard University School of Law
 University of the District of Columbia David A. Clarke School of Law

II. Examples of Legal Service Organizations

Advocates for Justice and Education	Legal Counsel for the Elderly
Asian Pacific American Legal Resource Center	Mother's Outreach Network
Ayuda	Neighborhood Legal Services Program
Bread for the City Legal Clinic	Network for Victim Recovery DC
Capital Area Immigrants' Right Coalition	Open City Advocates
Catholic Charities Legal Network of the Archdiocese of Washington	Public Defender Service for the District of Columbia
Central American Resource Center	Quality Trust for Individuals with Disabilities
Children's Law Center	Rising for Justice
Christian Legal Aid of DC	Safe Sisters Circle
DC Bar Pro Bono Center	School Justice Project
DC Kincare Alliance	The Amara Legal Center
DC Volunteer Lawyers' Project	Tzedek DC, Inc
Disability Rights DC at University Legal Services	US Committee for Refugee & Immigrant Children
First Shift Justice Project	Washington Lawyers' Committee for Civil Rights & Urban Affairs
Human Rights First	Washington Legal Clinic for the Homeless
Legal Aid Society of DC	Whitman-Walker Clinic Legal Services Program

III. U.S. Federal Poverty Guidelines²

The secretary of the Department of Health and Human Services establishes the Federal Poverty Guidelines annually. The chart below outlines the Federal Poverty Guideline per household size.

Household Size	2023 Federal Poverty Guideline	Maximum Monthly Income
1	\$14,580	\$2,430
2	\$19,720	\$3,287
3	\$24,860	\$4,143
4	\$30,000	\$5,000
5	\$35,140	\$5,857
6	\$40,280	\$6,713
7	\$45,420	\$7,570
8	\$50,560	\$8,427
9	\$55,700	\$9,283
10	\$60,840	\$10,140

² <https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines>