

## Verified Complaint for Possession of Real Property -- Form 1D (Commercial Property)

If your complaint for possession involves a commercial tenancy you *must* use Form 1D. The basis for your claim of possession does not matter, whether it is nonpayment of rent or expiration of a notice to quit, if the property is commercial property you *must* use this Complaint.

Examples for when to use Form 1D:

- You are the owner of commercial property and your commercial tenant has failed to pay rent.
- You are the owner of commercial property and your commercial tenant is violating the terms of the lease agreement.
- You are the owner of commercial property and the lease between you and your commercial tenant has expired.

A sample Form 1D follows these instructions. **The numbered boxes on the attached “Sample Form 1D” 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. In this section, you must explain to the court why you are legally entitled to regain possession of the property for nonpayment of rent, *if that is the basis for your complaint*. If 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 the defendant/tenant owes you.
  - 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.
8. Check whichever boxes apply to you nonpayment for rent claim in Section 7 and fully explain the basis for your claim(s) when prompted.
9. Check whichever box applies to your **nonpayment of rent** claim in Section 7. If you served the defendant/tenant with a notice to quit for nonpayment of rent or 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 defendant/tenant’s failure to vacate the property after **expiration of a notice to quit** or notice of termination for any reason **other than nonpayment of rent**, *if that is the basis for your complaint*.
  - a. 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 failing to have insurance and damaging the property. The landlord later finds out that he was told the wrong information and the tenant has always maintained insurance. 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.
  - b. Complete this section if applicable to your notice. If your notice is based on a breach of the lease agreement by the commercial tenant, explain the lease provisions that have been breached. If the commercial defendant was given the opportunity to cure the breach of the lease but has not done so, explain the breaches that the defendant failed to correct or cure by the deadline set forth in the notice.
11. L&T Case Number. Leave this area blank because the Clerk will assign a case number to you.
12. Use this section if you are seeking to evict the defendant/tenant for reasons **other than nonpayment of rent or expiration of a notice to quit**. Check whichever box applies to your claim. If none of the boxes apply to your claim, check the box that states “Other reason” and fully explain the basis for your claim for possession in the space provided.
13. Check whichever box applies to your claim in Section 12. If a notice to quit is not required, check the box that states “is not required.” If you served the defendant/tenant with a notice to quit for nonpayment of rent or 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.
14. 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 a **redeemable judgment** in 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. If the only basis for your complaint is nonpayment of rent you *must* check this box.
  - ii. By checking the second box, you are asking the court for a **non-redeemable judgment** in 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. If your complaint is based on grounds other than or in addition to nonpayment of rent, you may check this box.

- iii. Check the third 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.
- iv. Check the fourth 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.)

- 15. 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.
- 16. 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.
- 17. If the person whose name appears in Section 4 and on the signature line in Section 16 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).
- 18. 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.
- 19. 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.
- 20. 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**

Case No. LTB \_\_\_\_\_ **1**

**2** \_\_\_\_\_  
Plaintiff(s)  
\_\_\_\_\_  
Address (No post office boxes)  
\_\_\_\_\_  
City State Zip Code  
\_\_\_\_\_  
Phone Number

vs.

\_\_\_\_\_ **3**  
Defendant(s)  
\_\_\_\_\_  
Address  
Washington, D.C.  
\_\_\_\_\_  
Zip Code  
\_\_\_\_\_  
Phone Number (if known)

**VERIFIED COMPLAINT FOR POSSESSION OF REAL PROPERTY -- FORM 1D  
(Commercial 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 commercial property located at \_\_\_\_\_ **6**, Washington, D.C. Property is in possession of Defendant, who holds it without right. Plaintiff seeks possession of property because:
  - 7** A.  Defendant failed to pay: \$ \_\_\_\_\_ **a** total amount due to the landlord from \_\_\_\_\_ **b** to \_\_\_\_\_ **c**.  
Defendant owes:
    - 8**  Monthly base rent of \$ \_\_\_\_\_.
    - Common Area Maintenance (CAM) of \$ \_\_\_\_\_ *(explain)* \_\_\_\_\_.
    - Utility charges of \$ \_\_\_\_\_ *(explain)* \_\_\_\_\_.
    - Taxes of \$ \_\_\_\_\_ *(explain)* \_\_\_\_\_.
    - Late fees of \$ \_\_\_\_\_ per month for the months of \_\_\_\_\_ to \_\_\_\_\_.
    - Reasonable attorneys' fees of \$ \_\_\_\_\_ to date, pursuant to paragraph \_\_\_\_\_ of the lease.
    - Other amount of \$ \_\_\_\_\_ for *(explain)* \_\_\_\_\_.
  - 9**  Notice to quit 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 in paragraph no. \_\_\_\_\_ on page number \_\_\_\_\_ of the lease, **or**  Defendant has expressly waived that right in another document *(attach copy)*.
- 10** B.  Defendant failed to vacate the property after expiration of a properly served written  Notice to Quit **or**  Notice of Termination *(Attach copy of Notice and affidavit of service of the Notice.)*
  - a** 1) 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)* \_\_\_\_\_.
  - b** 2) Compliance with the Notice: *(complete if applicable)*
    - a. Defendant's conduct set forth in the Notice breaches the following paragraph number(s) or provision(s) of the written lease: \_\_\_\_\_.
    - b. Of the breaches listed in the attached Notice, Defendant failed to correct/cure the following breaches by the deadline set forth in the Notice: \_\_\_\_\_.

- 12 C.  For the following reason:
- Defendant is holding over after expiration of the lease.
  - Defendant is not a tenant and has no legal right to occupy the premises.
  - Other reason (*explain fully*) \_\_\_\_\_

13 Notice to quit:  is not required, **or**  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 in paragraph no. \_\_\_\_\_ on page number \_\_\_\_\_ of the lease, **or**  Defendant has expressly waived that right in another document (*attach copy*).

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

- 14  Redeemable judgment for possession of the property described and costs taxed by the Clerk.
- Judgment for possession of the property described with no right to redeem the tenancy (non-redeemable judgment) 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.

15 Subscribed & sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_

16

Plaintiff/Plaintiff's Attorney/Plaintiff's Agent Date

17

Title of Person Signing (*if any*)

18 **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.

19 \_\_\_\_\_  
Plaintiff/Plaintiff's Attorney

Unified Bar No. \_\_\_\_\_

CLERK OF THE COURT

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

Costs of this suit to date are \$ \_\_\_\_\_ 20

Phone No. \_\_\_\_\_

Email Address (*required only for attorneys*) \_\_\_\_\_

Para pedir una traducción, llame al (202) 879-4828

如需翻译,请打电话 (202) 879-4828

Veillez appeler au (202) 879-4828 pour une traduction

Để có một bản dịch, hãy gọi (202) 879-4828

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번역을 원하시면, (202) 879-4828 로 전화하십시오