

DISTRICT OF COLUMBIA COURT OF APPEALS

Bonner v. Peterson

966 A.2d 851 (D.C. 2009) · No. No. 07-CV-1401 · Decided February 26, 2009

SUMMARY

The District of Columbia Court of Appeals affirmed dismissal of a landlord's action seeking nonredeemable possession based on the tenant's repeated nonpayment of rent. The court held that, notwithstanding a lease provision waiving notice to quit, the landlord was required to serve a statutory notice to correct the alleged tenancy violation before filing suit.

CASE DETAILS

COURT	District of Columbia Court of Appeals
WRITING FOR THE COURT	Nebeker, Senior Judge; King, Senior Judge; Ferren, Senior Judge
JURISDICTION	District of Columbia
DECIDED	February 26, 2009
DOCKET	No. 07-CV-1401
DISPOSITION	affirmed
PROCEDURAL POSTURE	Landlord appealed from the trial court's dismissal of her complaint seeking nonredeemable possession of a leased house.
PRECEDENTIAL VALUE	Published opinion; precedential
PARTIES	Michelle R. Bonner v. Antoinette Peterson

TOPICS

- landlord tenant
- eviction
- real estate
- civil procedure
- remedies

PRACTICE AREAS

- landlord-tenant law
- real estate
- civil procedure
- remedies

QUESTIONS PRESENTED

- Whether the tenant's contractual waiver of notice to quit also waived the statutory requirement that the landlord serve a notice to correct the violation or vacate before seeking possession based on a violation of an obligation of tenancy.
- Whether dismissal was proper when the landlord failed to serve the required notice to cure.

HOLDINGS

1. A waiver of notice to quit does not waive the separate statutory requirement that a housing provider serve the tenant with a notice to correct the violation or vacate before recovering possession based on a violation of an obligation of tenancy.
2. The trial court properly dismissed the landlord's action because the landlord did not serve the notice to cure required by statute.

KEY QUOTATIONS

“A housing provider may recover possession of a rental unit where the tenant is violating an obligation of tenancy and fails to correct the violation within 30 days after receiving from the housing provider a notice to correct the violation or vacate.” (852)

“Landlord did not serve a notice to cure as is required by the statute, and thus the trial court did not err in dismissing the action.” (852)

FACTUAL BACKGROUND

Bonner and Peterson entered into a month-to-month rental agreement in July 2004 that required rent on the first of each month and expressly waived notice to quit. Peterson failed to pay rent during multiple periods in 2005 and 2007, but redeemed the property after each prior nonpayment action. After Peterson failed to pay rent on October 1, 2007, Bonner sued for nonredeemable possession, alleging a continuous and willful violation of the tenancy. Bonner had not served Peterson with a notice to cure before filing the action.

PROCEDURAL HISTORY

Bonner filed an action alleging that Peterson's repeated nonpayment of rent constituted a willful and continuous violation of an obligation of tenancy warranting nonredeemable possession. After a trial on December 17, 2007, Judge Ronna Beck dismissed the complaint because Bonner had not served Peterson with a notice to correct the violation. The Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Kaiser v. Rapley, 380 A.2d 995 (D.C. 1977)
- Suggs v. Lakritz Adler Mgmt., L.L.C., 933 A.2d 795 (D.C. 2007)
- Borger Mgmt., Inc. v. Nelson-Lee, 959 A.2d 694 (D.C. 2008)