



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**Housing Regulation Administration/Rental Conversion and Sale Division**

1800 Martin Luther King, Jr. Avenue SE  
Washington, DC 20020 | 202.442.7200 | dhcd.dc.gov



## **HOW TO FILE A CONDOMINIUM STRUCTURAL DEFECT WARRANTY CLAIM**

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Section 42-1903.16(b) of the Condominium Act of 1976 (Condominium Act) (D.C. Official Code 2001 ed., as amended, §§42-1901.01 et. seq.) requires that a condominium developer warrant the condominium common elements and each condominium unit against structural defects for two years from the date each unit is conveyed from the developer to a purchaser.

A “structural defect” is defined by the Condominium Act as:

1. a component installed by the developer diminishing safety or stability below standards commonly accepted in the real estate industry, or restricting “normally intended use” of part or all of the unit and/or structure; and
2. which requires repair, renovation, restoration or replacement.

Under the Condominium Act, a developer secures the warranty obligations by posting a bond, a letter of credit or cash in the amount of 10 percent of the estimated construction or conversion costs in order to satisfy potential structural defect claims.

- **For individual units**, the warranty period runs for two years, beginning on the date the developer conveys title to a unit purchaser.
- **For common elements**, the warranty period runs for two years beginning from the date the developer conveys the first unit to a unit purchaser or completion of the common elements, whichever date is later.

In order for a condominium association (Association) or individual unit owner to perfect a structural defect warranty claim, submit an email to [dhcd.casd@dc.gov](mailto:dhcd.casd@dc.gov) and provide ALL of the following information and documentation:

- a signed letter making a formal structural defect warranty claim;
- a detailed report from a structural engineer (along with proof of being licensed to conduct business in the District of Columbia) of the structural defects;
- copies of correspondence from the claimant to the developer regarding the structural defects prior to the expiration of the applicable statutory period which documents the developer’s failure or refusal to resolve and/or repair the structural defects in a timely manner; and

- three cost estimates from contractors authorized to complete the repairs of each identified structural defect.

If a structural warranty defect claim is not filed within the statutory two-year period or the Rental Conversion and Sale Division (Division) determines that the claim is not a structural defect according to the statutory definition and Division policy, then an Association or individual unit owner may file a breach of warranty action in the Superior Court of the District of Columbia. This action may be filed at any point within five years of the commencement of the applicable warranty periods, as permitted by section 42-1903.17 of the Condominium Act. An Association or individual unit owner may file an action against the developer in lieu of a structural warranty defect claim or simultaneously. Similarly, for relief for non-structural defect issues (for example, painting, insulation, maintenance and “punch list” items), a lawsuit may be filed in the D.C. Superior Court. We recommend that you seek legal representation in such instances.