



Councilmember Elissa Silverman

A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To continue, on an emergency basis, existing requirements for providers of commercial or residential rental property to offer a rent payment plan for certain tenants until July 25, 2022 and to establish minimum requirements for such a plan.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the “Tenant Payment Plan Phasing Emergency Act of 2022”.

Sec. 2.

Tenant Payment Plans.

(a) From March 11, 2020 through July 25, 2022 (“program period”), a provider shall offer a rent-payment-plan program (“program”) for eligible tenants. Under its program, a provider shall:

(1) Make a payment plan available to an eligible tenant for the payment of gross rent, contractual increases agreed to in a commercial lease’s rent escalation tables, and any other amounts that come due under the lease during the program period and prior to the cessation of tenancy (“covered time period”), with a minimum term length of one year unless a shorter payment plan term length is requested by the eligible tenant.

33 (2) Waive any fee, interest, or penalty that arises out of an eligible tenant entering
34 into a payment plan;

35 (3) Not report to a credit reporting agency as delinquent the rent subject to the
36 payment plan;

37 (4) Provide that an eligible tenant does not lose any rights under the lease by
38 entering into the payment plan; and

39 (5) Notify all tenants of the availability, terms, and application process for its
40 program.

41 (b)(1) Tenants entering into a payment plan shall be required to make payments in equal
42 monthly installments for the duration of the payment plan unless a different payment schedule is
43 requested by the tenant.

44 (2) A provider shall permit a tenant that has entered into a payment plan to pay an
45 amount greater than the monthly amount provided for in the payment plan.

46 (3) A provider shall not require or request a tenant to provide a lump-sum
47 payment under a payment plan.

48 (4) A provider shall agree in writing to the terms of a payment plan.

49 (c) A provider shall utilize existing procedures or, if necessary, establish new procedures
50 to provide a process by which an eligible tenant may apply for a payment plan, which may
51 include requiring the tenant to submit supporting documentation. A provider shall permit an
52 application for a payment plan to occur online and by telephone.

53 (d) A provider shall approve each application for a payment plan submitted during a
54 covered time period in which an eligible tenant:

55 (1) Demonstrates to the provider evidence of a financial hardship resulting
56 directly or indirectly from the COVID-19 public health emergency, regardless of an existing
57 delinquency or a future inability to make rental payments established prior to the start of the
58 COVID-19 public health emergency; and

59 (2) Agrees in writing to make payments in accordance with the payment plan.

60 (e)(1) A provider who receives an application for a payment plan shall retain the
61 application, whether approved or denied, for at least 3 years.

62 (2) Upon request of the tenant, a provider shall make an application for a payment
63 plan available to:

64 (A) For residential tenants, the Rent Administrator, Office of the Tenant
65 Advocate; and

66 (B) For commercial tenants, the Department of Consumer and Regulatory
67 Affairs.

68 (f)(1) A residential tenant whose application for a payment plan is denied may file a
69 written complaint with the Rent Administrator. The Rent Administrator shall forward the
70 complaint to the Office of Administrative Hearings for adjudication.

71 (2) A commercial tenant whose application for a payment plan is denied may file
72 a written complaint with the Department of Consumer and Regulatory Affairs.

73 (g) Tenant payment plans may not contain any waiver of the tenant's rights under the
74 tenant's lease or District of Columbia law. A tenant entering into a tenant payment plan retains
75 the right to contest the amount of rent due unless this is agreed to in writing by both parties.

76 (h) During the program period, unless the provider has offered a rent payment plan
77 pursuant to this section and approved a rent payment plan pursuant to subsection (d) of this

78 section, that provider shall be prohibited from filing any collection lawsuit or eviction for
79 nonpayment of rent; provided, that the tenant does not default on the terms of the payment plan.

80 (i) For the purposes of this act, the term:

81 (1) "COVID-19 public health emergency" means the emergencies declared in the
82 Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of
83 Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any
84 extension of those declared emergencies.

85 (2) "Eligible tenant" means a tenant that:

86 (A) Has notified a provider of an inability to pay all or a portion of the rent
87 due as a result of the COVID-19 public health emergency;

88 (B) Is not a franchisee unless the franchise is owned by a District resident;

89 and

90 (C) Has leased from a provider:

91 (i) A residential property;

92 (ii) Commercial retail space; or

93 (iii) Commercial space that is less than 6,500 square feet in size

94 and that comprises all or part of a commercial building.

95 (3) "Housing provider" means a person or entity who is a residential landlord,
96 residential owner, residential lessor, residential sublessor, residential assignee, or the agent of
97 any of the foregoing or any other person receiving or entitled to receive the rents or benefits for
98 the use or occupancy of any residential rental unit within a housing accommodation within the
99 District.

100 (4) “Non-housing provider” means a person or entity who is a non-residential
101 landlord, non-residential owner, non-residential lessor, non-residential sublessor, non-residential
102 assignee, a non-residential agent of a landlord, owner, lessor, sublessor, or assignee, or any other
103 person receiving or entitled to receive rents or benefits for the use or occupancy of a commercial
104 unit.

105 (5) “Provider” means a housing provider or a non-housing provider.

106 Sec. 3. Section 3(r) of the Public Emergency Extension and Eviction and Utility
107 Moratorium Phasing Temporary Amendment Act of 2021, effective October 27, 2021 (D.C. Law
108 24-39; D.C. Official Code § 42-3192.01(f-1)), shall expire on February 4, 2022.

109 Sec. 4. Fiscal impact statement.

110 The Council adopts the fiscal impact statement of the Budget Director as the fiscal impact
111 statement required by section 4a of the General Legislative Procedures Act of 1975, approved
112 October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

113 Sec. 5. Effective date.

114 This act shall take effect following approval by the Mayor (or in the event of veto by the
115 Mayor, action by the Council to override the veto), and shall remain in effect for no longer than
116 90 days, as provided for emergency acts of the Council of the District of Columbia in section
117 412(a) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 788;
118 D.C. Official Code § 1-204.12(a)).