

COMMITTEE ON HOUSING
ROBERT C. WHITE, JR., CHAIR
COUNCIL OF THE DISTRICT OF COLUMBIA

January 18, 2023

Johanna Shreve
Chief Tenant Advocate
Office of the Tenant Advocate
200 14th Street, NW
Suite 300 North
Washington, DC 20009

Dear Chief Tenant Advocate Johanna Shreve:

The Committee on Housing has scheduled a Performance Oversight Hearing on the Office of the Tenant Advocate (“the Office”) for Thursday, February 9th, 2023, at 2:00 PM. The Performance Oversight Hearing will be held virtually. Log-in instructions will be provided to participants in advance of the hearing. Members of the public may sign up to testify by completing the Committee’s sign-up form at <https://forms.gle/UrkJAKXjGWaPaQuD8>. The hearing will be viewable live via YouTube at <https://www.youtube.com/channel/UCPJZbHhKFbnyGeQclJxQk0g/live> and will be broadcast on Channel 13 live or at a later date.

To ensure a productive oversight hearing, it is the Committee’s preference that you join the Zoom conference in time to listen to any public testimony provided with respect to the Office prior to providing your own testimony. In addition, the Committee requests that you submit your written testimony to the Committee at least 48 hours prior to the commencement of the hearing. Please limit your testimony at the hearing to approximately 10 minutes.

Finally, it is the practice of the Committee to send each agency a series of written questions in advance of an oversight hearing. To that end, please review the attached list of questions and return your answers by the close of business on Monday, February 6th, 2023, to housing@dccouncil.gov. Please provide an electronic version of your answers with text responses in a single document, with clearly marked attachments where necessary. If the documents are too large to send by email, please contact the Committee for further instructions. Please do not submit sensitive, non-public, or personally identifiable information.

If you have any questions, please feel free to contact the Committee on Housing at housing@dccouncil.gov. Thank you in advance for your timely response.

Sincerely,

Robert C. White, Jr.

Councilmember, At-Large
Chair, Committee on Housing
Council of the District of Columbia

GENERAL QUESTIONS

1. Please provide the agency's mission statement.

Response: The mission of the Office of the Tenant Advocate (OTA) is to provide technical advice and other legal services to tenants regarding disputes with landlords; to educate and inform the tenant community about tenant rights and rental housing matters; to advocate for the rights and interests of District renters in the legislative, regulatory, and judicial contexts; and to create and operate a Tenant Hotline. In FY 2009 the Agency created the program that provides emergency housing for tenants who have been displaced by fires and government closures.

2. Please list any statutory mandates that the agency lacks sufficient resources to fully implement.

Response: The Agency believes it could better meet demands on Agency services in two ways. First, the Education and Outreach Branch currently has two full-time staff and, through the appropriation of ARPA federal funds, two temporary staff to assist with those efforts. The Agency is seeking an FY 24 budget enhancement to convert the two temporary staff positions into permanent full-time employees so that the Agency can meet the demands on these services going forward.

Second, the Agency has made an enhancement request for the FY 24 budget for three (3) additional attorney advisor positions. This will allow the Agency to create a dedicated litigation division within the branch, allowing the agency to more fully meet its statutory mandate.

3. Please list all reporting requirements in the District of Columbia Code or Municipal Regulations that the agency is required to complete in FY 22 and FY 23, to date. For each requirement, please list the date the report was required and the date it was produced. If the agency did not produce the report on the mandated timeline, please explain why.

RESPONSE: D.C. Official Code § 42-3531.07(5)(B) requires the OTA to provide an annual report to the Council by February 1st of each year. The OTA will provide an annual report for 2022 on or about February 9, 2023. The report has been completed and has been sent to the printing company for mass production. The OTA also provided an annual report for both 2021 and 2020 on or about February 22, 2022.

4. Please list and describe any regulations promulgated by the agency in FY 22 or FY 23, to date, and the status of each.

Response: N/A

5. Please explain any significant impacts on your agency of any legislation passed at the federal or local level during FY 22 and FY 23, to date.

Response: Under District Law 24-115, the "Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022" (D.C. Official Code sec. 501(a-1)(1)), a housing provider must

provide the OTA's telephone number in any Notice of Intent to File a Claim (Notice) against the tenant to recover possession of the rental unit for the non-payment of rent.

This law has alerted a new swath of tenants to the OTA's services, and for some to the Agency's existence. While OTA has always received phone calls and Ask the Chief Tenant Advocate emails from tenants at risk of eviction, more tenants confronting eviction actions for non-payment of rent are seeking the Agency's assistance. Many of them indicate that they learned of our services when they reviewed the Notice. The OTA assists by identifying any legal defenses, including improper Notice or improperly filed eviction actions, and where warranted by stepping into Court to get these Notices quashed or otherwise dealt with.

6. *What are the agency's top five priorities? Please explain how the agency expects to address these priorities in FY 23.*

Response:

- 1) Tenant training: To empower tenants and tenant organizations with increased knowledge about their rights – particularly regarding evictions and poor building conditions – through educational programs and training (both in-person and virtual) so that they are in a position to vindicate their rights. We plan to address this issue through the following strategies:
 - a) Expand education and outreach activities driven through direct requests from tenants, the offices of the Mayor and the DC Council, non-profit organizations and defined targeted markets in Wards 5, 7, and 8.
 - b) Continue developing informational podcasts and webinars to inform and educate tenants on their rights related to court hearings as well as their substantive rights.

- 2) Lease reform: To continue to develop a legislative proposal to codify tenants' reasonable contractual expectations as they relate to the residential lease, which will supplement Law 21-210, the "Residential Lease Amendment Act of 2015," a similar measure spearheaded by the OTA. We plan to address this issue through the following strategies:
 - a) Submit to the Committee a list of the Agency's legislative priorities, including the legislative item noted above, identify mutual priorities with the Committee, and establish a timeline accordingly.

 - b) Continue to discuss with Housing Committee Councilmembers and staff the need for these further residential lease reforms, and continue to seek input from them as well as community partners and others.

3) Rent increases: To assess the extent to which rent increases are displacing or threatening to displace tenants in both the rent controlled and non-rent controlled markets. We note that the rent increase caps for rent control year 2023 (effective May 1, 2023, through April 30, 2024) are the highest in recent memory -- 5% for elderly and disability tenants and 8.9% for all others. Regarding the non-rent controlled market, we are concerned that rent increases could continue to be as high as they were right after the rent increase moratorium expired. Namely, at this time a year ago a significant number of OTA clients were complaining about rent increases as high as 30 or 40 percent. We plan to address this issue through the following strategies:

- a) Monitor Agency case intake data, and consult with relevant non-profit and community organizations, regarding rent increase trends regardless of rent control status, and any data relating to the displacement of tenants through rent increases and the loss of affordability;
- b) Apprise the Committee of any significant adverse trends and discuss any need for emergency legislation. Please see our response to question #44.

4) Litigation: To expand the Legal Branch's capacity to take on public interest litigation. We plan to address this issue through the following strategy:

- a) Request the addition of three (3) additional attorney FTEs in the FY 2024 budget enhancement process.

5) Collaboration with OAG: To build upon the Agency's cooperation and collaboration with the OAG regarding both legal and policy matters. We plan to address this issue through the following strategy:

- a) Request a meeting with the new Attorney General and his team to discuss potential areas of mutual concern, especially regarding slumlord activity, in the realms of both litigation and legislation.
- b) Revisit – and where necessary improve upon – the agencies' respective policies regarding case referrals.

7. What are the metrics regularly used by the agency to evaluate its operations? Please be specific about which data points are monitored by the agency.

Response: Prior to “going remote” the Agency regularly asked intake clients and attendees at outreach events to complete satisfaction surveys. The Agency has not otherwise developed operational metrics.

(See Attachment #1 for Q7 - “How Was Your Visit?” Survey)

8. Please describe any new initiatives or programs that the agency implemented in FY 22 and FY 23, to date, to improve the operations of the agency. Please describe any funding utilized for these initiatives or programs and the results, or expected results, of each initiative.

Response: The Education & Outreach branch (E&O) created the Tenant Association Peer Mentorship Group. The mentorship program facilitates the operational and livable needs of tenant associations on a quarterly basis to discuss shared issues and concerns. Tenant Associations are provided training on how to help prevent evictions by identifying at-risk tenants in their communities so that they can provide resources to these tenants early in the eviction process. By building a network of Tenant Associations that identify tenants at-risk in their communities, and communicate with each other to problem solve, we can help direct support and resources to tenants who might otherwise be difficult to engage.

9. Please provide a current organizational chart for the agency, including the number of vacant, frozen, and filled positions in each division or subdivision. Include the names and titles of all senior personnel and note the date that the information was collected on the chart.

Response: See Attachment #2 for Q9 - OTA Organizational Chart.

10. Please provide a narrative explanation of any changes made to the organizational chart during the previous year.

Response: There have been no changes to the organizational chart during the previous year.

11. Please provide a current Schedule A for the agency which identifies each position by program and activity, with the salary, fringe benefits, and length of time with the agency. Please note the date that the information was collected. The Schedule A should also indicate if the position is continuing/term/temporary/contract or if it is vacant or frozen. Please indicate if any position must be filled to comply with federal or local law.

Response: See Attachment #3 for Q11 - OTA Schedule A

12. Please list all employees detailed to or from your agency. For each employee identified, please provide the name of the agency the employee is detailed to or from, the reason for the detail, the date of the detail, and the employee's projected date of return.

Response: N/A

13. Please provide:

a. A list of all employees who received or retained cell phones, personal digital assistants, or similar communications devices at agency expense in FY 22 and FY 23, to date;

Response:

- i. Johanna Shreve - cell phone
- ii. Tamela Tolton - cell phone and laptop
- iii. Joel Cohn - laptop

- iv. Dennis Taylor - cell phone and laptop
- v. Amir Sadeghy - cell phone and laptop
- vi. Cristobal Puig - cell phone and laptop
- vii. Ramona Quillet - cell phone and laptop
- viii. Johan Fatemi - cell phone and laptop
- ix. Harrison Magy - cell phone and laptop
- x. Nicole McEntee - cell phone and laptop
- xi. Umar Ahmed - cell phone and laptop
- xii. Manuel Bolanos - cell phone and laptop
- xiii. Christopher Lucas - cell phone and laptop
- xiv. Cynthia Houser - cell phone and laptop
- xv. Horace Lassiter - cell phone and laptop
- xvi. Joseph Trimboli - cell phone and laptop
- xvii. Ivan Rubio - cell phone and laptop
- xviii. Marquita Jacobs - cell phone and laptop
- xix. Courtney Arnold - cell phone and laptop
- xx. Angela Mcpherson - cell phone and laptop
- xxi. Alyce McFarland - cell phone and laptop
- xxii. John Meaney - cell phone and laptop
- xxiii. Sara Andalibi - cell phone and laptop

The following employees have left the agency and all equipment has been returned.

- i. Shavannie Braham - cell phone and laptop (FY22)
- ii. Sean Treanor - cell phone and laptop (FY22)
- iii. Carissa DeMare - cell phone and laptop

b. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned as well as a description of all vehicle accidents involving the agency's vehicles in FY 22 and FY 23, to date;

Response: N/A

c. A list of travel expenses, arranged by employee for FY 22 and FY 23, to date, including justification for travel;

Response: N/A

d. A list of total workers' compensation payments paid in FY 22 and FY 23, to date, including the number of employees who received workers' compensation payments, in what amounts, and for what reasons.

Response: N/A

14. For FY 22 and FY 23, to date, what was the total agency cost for mobile communications and devices, including equipment and service plans?

Response: The total cost to the agency for telecommunications for FY22 was \$21,725.81 and to date FY23, the total cost is \$16,579.89.

15. Please separately list each employee whose salary was \$100,000 or more in FY 22 and FY 23, to date. Provide the name, position number, position title, program, activity, salary, and fringe. In addition, state the amount of any overtime or bonus pay received by each employee on the list.

Response: See Attachment #4 for Q15 - *Employees with Salary of \$100,000 or More*

16. Please list in descending order the top 25 overtime earners in your agency in FY 22 and FY 23, to date, if applicable. For each, state the employee's name, position number, position title, program, activity, salary, fringe, and the aggregate amount of overtime pay earned by each.

Response: See Attachment #5 for Q16 - *Top Overtime Earners*

17. For FY 22 and FY 23, to date, please provide a list of employee bonuses, special pay granted, or separation pay issued, that identifies the employee receiving the bonus, special pay, or separation pay, the amount received, and the reason for the bonus, special pay, or separation pay.

Response: See Attachment #6 for Q17 - *Bonuses*

18. Please provide each collective bargaining agreement that is currently in effect for agency employees. Please include the bargaining unit and the duration of each agreement. Please note if the agency is currently in bargaining and the anticipated date of completion of each agreement in bargaining.

Response: N/A

19. For FY 22 and FY 23, to date, please list all intra-District transfers to or from the agency.

Response: See Attachment #7 for Q19 - *List of Intra-District Transfers*

20. For FY 22 and FY 23, to date, please identify any special purpose revenue funds maintained by, used by, or available for use by the agency. For each fund identified, provide:

- a. The revenue source name and code;**
- b. The source of funding;**
- c. A description of the program that generates the funds;**
- d. The amount of funds generated by each source or program;**

- e. *Expenditures of funds, including the purpose of each expenditure; and*
- f. *The current fund balance.*

Response: See Attachment #8 for Q20 - *Special Purpose Revenue Funds*

21. For FY 22 and FY 23, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

Response: See Attachment #9 for Q21 - *Purchase Card Spending*

22. Please list and provide a copy of all memoranda of understanding (“MOU”) entered into by your agency during FY 22 and FY 23, to date, as well as any MOU currently in force. For each, indicate the date on which the MOU was entered and the termination date.

Response: See Attachment #10 for Q22 - *List of Memoranda of Understanding (from the Agency Fiscal Officer)*
 See Attachment #11 for Q22 - *MOU with D.C. Superior Court on Remote Hearings*
 (We will supplement the record with this attachment as soon as possible.)
 See Attachment #12 for Q22 - *MOU with DCHR*
 See Attachment #13 for Q22 - *MOU with D.C. Superior Court on Eviction Filings*
 See Attachment #14 for Q22 - *MOU with Community Partnership for the Prevention of Homelessness*

Other Party	Effective Date	End Date	Brief Description
Superior Court	1/5/22	9/30/22	Granting use of OTA’s Conference Room/Remote Hearings
DCHR	10/1/21	9/30/22	HR Services
Superior Court	1/3/22	1/10/25	Granting OTA Notice of Eviction Filings
Community Partnership for the Prevention of Homelessness	10/1/22	9/30/23	Educational Trainings on the rights and responsibilities of DC landlords and tenants

23. Please list all open capital projects and capital projects in the financial plan under the agency's purview, including the amount budgeted, actual dollars spent so far, any remaining balances, and the status of the project. In addition, please provide a description of any projects which are experiencing delays or which require additional funding.

Response: See Attachment #15 for Q23 - Capital Projects

24. Please provide a table showing your agency's Council-approved budget, revised budget (after reprogrammings, etc.), and actual spending, by program, activity, and funding source for FY 22 and FY 23, to date. Please detail any over- or under-spending and any federal funds that lapsed.

Response: See Attachment #16, 17, and 18 for Q24 - Fiscal Years 2021, 2022, and 2023 Budget and Actual Expenditures

25. Please provide a list of all budget enhancement requests (including capital improvement needs) for FY 23 or FY 24. For each, include a description of the need and the amount of funding requested.

Response: See Attachment #19 for Q25 - Enhancement Requests

26. Please list, in chronological order, each reprogramming that impacted the agency in FY 22 and FY 23, to date, including those that moved funds into the agency, out of the agency, and within the agency. For each reprogramming, list the date, amount, rationale, and reprogramming number.

Response: See Attachment #20 for Q26 - List of Reprogramming Actions

27. Please list each grant or sub-grant received by the agency in FY 22 and FY 23, to date. List the date, amount, source, purpose of the grant or sub-grant received, and amount expended.

Response: See Attachment #21 for Q27 - Federal Funding from FY 2021 to FY 2023

28. How many FTEs are dependent on grant funding? What are the terms of this funding? If it is set to expire, what plans, if any, are in place to continue funding the FTEs?

Response: Please see the response to question #2 above.

29. Please list each contract, procurement, and lease entered into or extended by your agency during FY 22 and FY 23, to date. For each contract, please provide the following information where applicable:

- a. The name of the contracting party;**
- b. The nature of the contract, including the end product or service;**

c. *The dollar amount of the contract, including amount budgeted and amount actually spent;*

d. *The term of the contract;*

e. *Whether the contract was competitively bid;*

f. *The name of the agency's contract monitor and the results of any monitoring activity; and*

g. *The funding source.*

Response:

FY22 Acquisitions

Contracting Party	Individual Principal	End Product	Amount	Term	Bid	Monitor	Source
Westlaw	Jared Underberg	Legal Reference	\$15,959	11/8/21	N/A	Tamela Tolton	Local
Star Office Products	Samina Ahmad	General Office Supplies	\$10,000	12/8/21	Yes	Tamela Tolton	Local
Innovation Horizons, LLC	Gregory Downing	Rent Control Database	\$480,325	10/21/21	N/A	Amir Sadeghy	Capital

FY23 Acquisitions

Contracting Party	Individual Principal	End Product	Amount	Term	Bid	Monitor	Source
Westlaw	Jared Underberg	Legal Reference	\$19,098	11/7/22	N/A	Tamela Tolton	Local
Bluebay Office, Inc	Alex Sadr	General Office Products	\$9,978	1/3/23	Yes	Tamela Tolton	Local
Innovation Horizons,	Gregory Downing	Rent Control	\$188,241	10/1/22	N/A	Amir Sadeghy	Capital

LLC		Database					
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30. What is your agency’s current adjusted expendable budget for CBE compliance purposes? How much has been spent with SBEs or CBEs? What percent of the agency’s current adjusted expendable budget has been spent with SBEs or CBEs?

Response: OTA’s current expendable budget for CBE compliance purposes is currently \$155,000 with the Adjusted Approved SBE Goal of \$77,500. To date we have spent a total of \$5,776 or 7.45% of the agency’s current adjusted expendable budget with SBEs or CBEs this fiscal year.

31. Please list all pending lawsuits that name the agency as a party. Identify which cases on the list are lawsuits that potentially expose the District to financial liability or will result in a change in agency practices and describe the current status of the litigation. Please provide the extent of each claim, regardless of its likelihood of success.

Response: There is one relevant matter.

The Agency has been involved in long-term, multi-jurisdictional litigation with a former employee, who was terminated on February 21, 2012. After losing in Federal Court, the terminated employee filed a similar case on April 7, 2017 with the DC Office of Employee Appeals (OEA). OTA prevailed at all levels, and OTA wishes to publicly thank the various sections of the Office of the Attorney General that handled these cases. To read details of what transpired prior to FY 2022, one may consult OTA’s written testimony in its FY 2021 Performance Oversight questions.

The terminated employee filed two relevant appeals with the DC Court of Appeals. These were designated by the court as case numbers 21-CV-0033 and 21-CV-0376. The court then consolidated those two cases. On December 5, 2022, the court issued an unpublished Memorandum Opinion and Judgment in *Sun v. D.C. Office of the Tenant Advocate*, Nos. 21-CV-0033 & 21-CV-0376, Mem. Op. & J. (D.C. Dec. 5, 2022), resolving all issues in OTA’s favor. As of this writing, there has been no subsequent action in the consolidated matter.

The appeals filed with the DC Court of Appeals did not cover one of the issues that had been heard by the Office of Employee Appeals (OEA). That issue had been appealed to the DC Superior Court, which remanded the issue to OEA.

On June 18, 2020, the OEA conducted a hearing on the issue, and the judge issued a decision on August 12, 2020. The OEA judge again upheld OTA’s action of summarily removing the employee. Rather than appealing that decision to Superior Court, the employee filed a “Motion for Judicial Review of Initial Decision on Remand” in Superior Court. On October 27, 2020, the Superior Court judge denied that motion.

The October 27, 2020 Decision triggered a series of motions for reconsideration of previous decisions. This series culminated by the Superior Court issuing a February 22, 2022 decision stating in part, “Petitioner's attempt to strong-arm this Court, through the persistent filing of repeated motions, into adopting her construction of the rules of procedure is concerning.”

Furthermore, the court stated that “in order to seek [further review], Petitioner must file a new petition for review *in a new civil action.*” (emphasis in original.)

Following the dictates of the February 22, 2022 decision, on June 21, 2022, the former employee filed her Complaint in a new case the court designated as case number 2022-CA-002635-B. This case was effectively a repeat of the third sequential motion for reconsideration.

On November 8, 2022, the Superior Court dismissed case number 2022-CA-002635-B. Subsequently, on November 17, 2022, the former employee filed her Motion for Leave to File First Amended Complaint. OTA opposed this motion on December 1, 2022. The motion is currently pending.

32. Please list all settlements entered into by the agency and judgments against the agency (or by or against the District on behalf of the agency) in FY 22 or F23, to date, and provide the parties’ names, the amount of the settlement or judgment, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g. administrative complaint, etc.).

Response: N/A

33. Please list the administrative complaints or grievances that the agency received in FY 22 and FY 23, to date, broken down by source. Please describe any changes to agency policies or procedures that have resulted from complaints or grievances that were resolved in FY 22 or FY 23, to date.

Response: N/A

34. Please list and describe any spending pressures the agency experienced in FY 22 and any anticipated spending pressures for the remainder of FY 23. Include a description of the pressure and the estimated amount. If the spending pressure was in FY 22, describe how it was resolved, and if the spending pressure is in FY 23, describe any proposed solutions.

Response: To date there are no spending pressures this fiscal year, however in the 4th Quarter of FY22 the agency’s emergency housing fund was depleted and the agency requested additional funds in order to continue to provide emergency services for the tenants that were displaced by emergencies. Emergency Housing had a budget of \$550,000 and actually expended \$568,975.56 after additional funds were given to continue to provide services to resolve the spending pressure. There is no way to anticipate the number of closures or disasters that may occur in any given fiscal year.

35. Please provide the number of FOIA requests for FY 22, and FY 23, to date, that were submitted to your agency. Include the number granted, partially granted, denied and pending. In addition, please provide the average response time, the estimated number of FTEs required to process requests, the estimated number of hours spent responding to these requests, and the cost of compliance.

Response: See Attachment #22 for Q35 - *FY2022 FOIA Report*.

As reported to EOM: In FY 22, four FOIA requests were submitted to OTA. Additionally, one request submitted in FY 21 was pending as of October 1, 2021. One request was granted; one request was granted in part and denied in part; two requests were denied; and one request sought records that OTA does not maintain. All requests were responded to within 15 days, which was the median response time. Two FTEs worked on processing the requests; approximately seven staff hours were devoted to processing FOIA requests; and \$337.49 is the estimated total dollar amount expended by OTA for processing FOIA requests.

36. Please list and describe any ongoing investigations, audits, or reports on the agency or any employee of the agency that were completed during FY 22 and FY 23, to date.

Response: N/A

37. Please provide a list of all studies, research papers, reports, and analyzes that the agency prepared or funded during FY 22 and FY 23, to date. Please submit a digital copy to the Committee of any study, research paper, report, or analysis that is complete.

Response: N/A

38. Please list any task forces, committees, advisory boards, or membership organizations in which the agency participates.

Response: The Legislative Director has a seat on the Property Maintenance Technical Advisory Group (PM TAG) under the Construction Codes Coordinating Board (CCCCB), which undergoes a periodic review and revision process with the publication of the International Model Construction Code. The PM TAG and other 20 or so TAGs are currently ongoing.

AGENCY-SPECIFIC QUESTIONS

39. D.C. Official Code § 42–3531.07(5)(B) directs OTA to “Provide an annual report to the Council on or before February 1 of each year setting forth each tenant request for representation, a description of the circumstances surrounding each request, whether or not the Office provided representation, and the outcome of cases where representation was provided.” The Committee did not find a report on OTA’s 2021 activities in the Council’s Legislative Information Management System.

a. Did OTA prepare an annual report regarding its 2021 activities? If not, why not? If so, please provide a digital copy.

Response: Yes – the OTA provided an annual report on or about February 22, 2022 regarding its 2021 activities. The report is available on the OTA’s website at https://ota.dc.gov/sites/default/files/dc/sites/ota/publication/attachments/OTA_20-21_Annual_Report.pdf.

A copy is also included with these responses as Attachment #23 for Q39 – 2020 & 2021 Annual Report.

b. Does OTA intend to prepare an annual report for submission on or before February 1, 2023? If not, why not?

Response: Yes – the OTA will provide a 2022 annual report on or about February 9, 2023. The report has been sent to the printing company for mass production.

40. From a review of the Office of the City Administrator’s website, OTA appears to have ceased participating in annual performance planning and accountability reporting through the City Administrator after FY 17. Please review the most recent performance accountability report¹ and indicate whether OTA believes it would be beneficial to resume publicly tracking additional key performance indicators.

Response: The Agency meets its statutory mandates annually and as an independent agency with limited staff capacity the Director does not find that this reporting adds to the Agency’s ability to fulfill its statutory duties, or its level of professional excellence, or the ability of each branch to respond to the demands for services that arise.

41. In last year’s performance oversight testimony, Chief Tenant Advocate Shreve noted that the Policy Branch’s activities include submitting amicus curiae briefs in judicial and administrative matters.

a. Are OTA’s amicus briefs collected in a publicly accessible online forum? If not, please provide digital copies of OTA’s amicus briefs filed in FY 22 and FY 23 to date.

Response: The OTA plans to publish available OTA *amicus* briefs on the agency’s website. A copy of the *amicus* brief that the OTA submitted in 2021 is attached to these responses as Attachment #24 for Q41 – *Amicus Curiae Brief for Cambridge House v. Nimri*.

b. Using OTA’s recent amicus briefs as a starting point, please note any recent precedential judicial or administrative opinions that the Policy Branch believes were wrongly decided and that would be appropriate for legislative correction.

Response: The OTA is not recommending any legislative correction of any wrongly decided judicial or administrative opinion at this time. Regarding the brief attached in response to question 41a above, we believe that the Rental Housing Commission correctly held on interlocutory appeal that “equitable tolling” principles can and do apply to the rent control statute of limitations. We look forward to reviewing the final decision in the case when it is issued.

¹ https://oca.dc.gov/sites/default/files/dc/sites/oca/publication/attachments/OTA_FY17PAR.pdf.

We note that Law 18-193, the “Tenant Opportunity to Purchase Preservation Clarification Act of 2009,” effective July 23, 2010, corrected what we believed was an erroneous ruling in *Tippett v. Daly*, 10 A.3d 1123 (DCCA 2010). In that case, the Court ruled in favor of the housing provider’s interpretation of the TOPA law that the tenant has not timely satisfied the Letter of Intent requirement to exercise the tenant right of purchase prior to the housing provider’s actual receipt of the letter (where the tenant sent the letter two weeks prior to the statutory deadline but the U.S. Post Office delivered it days late).

The OTA agreed with the tenant’s position that in the absence of clear statutory language to the contrary, the “mailbox rule” should apply in these circumstances. In fact the Council enacted the clarification law (applying the mailbox rule along with a certified mailing requirement) prior to the Court’s final decision. In that case, the OTA submitted a letter of support included in the tenant’s motion for *en banc* review of the Court’s earlier decision. The Court granted the motion, but ultimately affirmed its ruling in the housing provider’s favor.

42. *What was the outcome of the Policy Branch’s effort, described in last year’s performance oversight testimony, to encourage the Department of Energy and the Environment and rent stabilization authorities to include additional protections for naturally occurring affordable housing residents in building energy performance standard program-related regulations?*

Response: The OTA engaged in dialogue with both DOEE and DHCD on three aspects of the development process for the BEPS program: DOEE’s Proposed Rulemaking of the Application of the Building Energy Performance Standards for Privately-Owned Buildings (published 12/4/20); the BEPS Guidebook, a technical handbook for housing providers; and the Affordable Housing Retrofit Accelerator (AHRA) Covenant. The OTA provided extensive input, particularly regarding two Agency concerns: (1) we wanted the reasons for permitting owners to delay compliance to include the time necessary to seek outside funding to pay for the costs of BEPS compliance, rather than filing Capital Improvement petitions to impose all such costs on tenants, and (2) the potential for owners to “double-dip” by seeking both government funding and capital improvement surcharges (of 15% or 20%), or other types of rent increases, to cover costs of the same BEPS-related work.

As the OTA recommended, DOEE included in the BEPS Guidebook the criteria that the owner may delay compliance for purposes of seeking outside funding only if they commit in good faith to seeking out all possible funding opportunities before filing any Capital Improvement petition only as absolutely necessary to cover legitimate costs.

Regarding the AHRA Covenant, at least some of the OTA’s suggestions were incorporated in draft versions of the covenant that were circulated and discussed among relevant DOEE and DHCD staff; however, our understanding is that a version of the Covenant was implemented

prior to the conclusion of the discussion in the interest of moving the project along. We have not been made privy to the final definitive version, if one exists.

43. In last year’s performance oversight testimony, OTA recommended altering the Emergency Rental Assistance Program (ERAP) by raising eligibility income thresholds, increasing overall program funding, increasing and benefit limits, and establishing tenants facing eviction for nonpayment of rent as priority recipients.

a. Please specify whether these remain OTA’s highest-priority ERAP recommendations.

Response: Yes. Act 24-725, the “Emergency Rental Assistance Reform and Career Mobility Action Plan Program Establishment Amendment Act of 2022,” (projected law date 3/16/23) permanently increases the eligible income maximum to 40% of AMI and reduces documentation burdens on applicants. (This was already done on an emergency/temporary basis under Act 23-455, Law 23-254, Act 24-195 and Law 24-60.) Given the ongoing demand for ERAP assistance – and the historical reality that the program always runs out of funding before the end of the fiscal year – the OTA continues to support a further increase in the eligible income maximum, as well as increased funding.

44. In last year’s performance oversight testimony, OTA recommended updating the District’s price-gouging laws to address exorbitant rent hikes for units not subject to rent stabilization in certain circumstances. If OTA continues to believe that this should be a high priority, then please elaborate on this recommendation.

Response: In early calendar year 2022, immediately following the expiration of the rent increase moratorium, the OTA heard many complaints from non-rent controlled tenants regarding exorbitant rent increases – not infrequently as high as 30%-40% and even higher. On February 22, 2022, the OTA testified that the Council should consider applying a price gouging law to these increases. Our logic at the time was that such excessive rent increases could threaten many (non-rent controlled) DC renter households still recovering economically from the impact of the pandemic, including lost jobs and reduced earnings.

The price gouging statute (D.C. Official Code § 28–4102) applies during a declared emergency due to a natural disaster – including the Public Health Emergency as the law was invoked by Attorney General Racine against a convenience store in Ward 7 regarding price hikes for cleaning products, and in other cases. It prohibits “any person to charge more than the normal average retail price for any merchandise or service sold during an emergency that resulted from a natural disaster[.]”

For many if not most tenants in the District, this year will mark the second round of rent increases after the rent freeze ended. In addition to the 2023 rent control year’s high rent

increase caps, our concern remains that rents in the unregulated market could continue to skyrocket. We will continue to monitor rent increases in both the rent controlled and non-rent-controlled markets, as well as any evidence of displacement due to unaffordability. We will be sure to keep the Committee apprised of any significant concerns.

45. D.C. Official Code §§ 42–3531.11 through 42–3531.15 detail how the District may recoup certain emergency housing and relocation costs from housing owners under certain circumstances. Please note any changes to these authorities and procedures that OTA believes would help improve the District’s ability to recoup costs from tenants’ emergency relocation and housing attributable to owners, consistent with principles of due process.

Response: The Agency has no recommendations at this time. We continue to consider programmatic challenges, as well as possible legislative improvements, in the context of developing rulemaking that is responsive to issues that have arisen in the course of administering the Emergency Housing Assistance Program (EHAP).

46. Please provide the number of residents in attendance at each of OTA’s monthly Renter’s Rights 101 training and other public education and outreach programs in FY 22. Please specify the breakdown of housing owners, housing managers, tenants, and others, if known. Please describe any significant changes to public education and outreach efforts that OTA intends to implement in FY 23.

Response: See Attachment #25 for Q#46 - FY 2022 Education & Outreach Events

The OTA will continue to deploy E&O staff to events, listening sessions, and canvassing walks in the areas in most need, particularly in wards 7 and 8. In FY 23 the OTA will build on the network of relationships established with CBOs and other DC government entities to attend events, conduct trainings, and build tenant associations.

One significant change was the addition of two education and community outreach specialists to the Education & Community Outreach branch. With the addition of these two staffers E&O was able to double the amount of outreach activities from FY 21.

47. The Committee is concerned that tenants with good faith, colorable claims may hesitate to pursue judicial relief for housing law violations due to fear of retaliation by the owners or managers of their housing. Based on OTA’s experience representing clients in landlord-tenant court, can OTA recommend any policy changes to help address this concern?

Response: The District’s landlord retaliation statute is found at section 502 (“Retaliation”) of the Rental Housing Act of 1985 (RHA) (D.C. Official Code § 42–3505.02). Section 502 prohibits a landlord from taking retaliatory action against a tenant who exercises any right conferred by law. Importantly, the statute provides that the landlord is *presumed* to have retaliated against the tenant if the landlord takes action against the tenant within six months following the tenant’s exercise of any of a number of six enumerated rights, including bringing legal action against the

landlord. Section 502, however, does not specify any particular penalty associated with a tenant's successful claim of landlord retaliation.

Instead, the penalty for retaliation or a section 502 violation is associated with the "bad faith" trebling provisions of section 901 ("Penalties")(D.C. Official Code § 42-3509.01) – and with similar regulatory provisions including 14 D.C.M.R. 309.5 & 311.2 (damages for landlord's failure to return a security deposit, or the interest on a security deposit, respectively, are tripled in the event of bad faith). Retaliation is a classic example of "bad faith."

The problem is that many retaliation claims are all but pointless because actual damages to the tenant – and consequently treble damages in the event of bad faith – are negligible. This is particularly true regarding many claims for the return of all or some of the security deposit, or the interest on a security deposit.

The OTA recommends that the Committee and the Council consider amending RHA section 502 or section 901 to include a separate statutory damages provision for successful retaliation claims. We believe an appropriate penalty for each successful retaliation claim would be up to \$5,000 and attorney's fees, both payable to the tenant. This penalty would be in addition to any other damages awarded to the tenant under current law.

Theoretically, existing section 901(b)(3) (D.C. Official Code § 42-3509.01(b)(3)) regarding a civil fine of up to \$5,000 payable to the District applies to violations of section 502. This should continue to apply so that the District can pursue civil fines in prosecuting cases involving retaliatory behavior on the part of landlords.

We very much appreciate this question and would be happy to discuss this (and other residential lease reform matters) further with the Committee.

48. In response to last year's performance oversight questionnaire, OTA observed: "The three metrics that the OTA could use to measure progress toward racial equality are (1) hiring policy; (2) enhancing staff's development of communication skills; and (3) developing further outreach and educational opportunities for the tenant community." Please provide an update on OTA's progress in each of these areas, including any quantifiable changes observed.

Response:

Regarding hiring practices, the Agency believes its hiring policy and practices continues to contribute to the development and maintenance of a racially diverse staff. Regarding communication skills, the Agency discontinued offering Spanish language courses to our staff due to the pandemic and the change in our telework staffing pattern. We would like to revive this opportunity for language skill-set development in the future. Additionally, we have relied on improvements suggested in the Agency's Language Access assessments to better ensure that our services are as accessible as possible to any low-English and non-English resident of the District. Regarding outreach and education opportunities, the E&O has focused on direct on-the-ground outreach activities in wards 7 and 8; canvassing buildings with housing code violations;

forming and training tenant associations; and attending community walks and other outreach events. In FY 23 the OTA will partner with other agencies like DC FEMS, DLCP, etc., to identify buildings with violations and to knock on doors to speak with residents and ensure they have access to needed resources.

The OTA developed additional courses to help communities sustain their tenant organizations and will continue to utilize public spaces such as DC public libraries to provide in-person training focusing on Ward 7 and 8 communities. In FY 22 and 23 the OTA hosted several open-door Renter's Rights and Eviction Prevention trainings at the Capitol View Library, Deanwood Library, and Community of Hope Bellevue Center to reach tenants in their neighborhoods.

49. *Please provide an update on the Vanguard Eviction Diversion Program, including estimates of any quantifiable improvement in outcomes as a result of the program.*

Response: E&O hired, trained, and deployed two new FTEs. These new staffers have been an integral part of our team and have helped coordinate and strategize meetings, listening sessions, and educational training with community-based organizations, stakeholders, and sister DC government agencies. Due to their on-the-ground presence and expanded general and targeted outreach efforts, we have been able to reach tenants at-risk of eviction in the early stages of the eviction process. By doing so, tenants have more options to avoid eviction and stay in their homes.

For example, in our target wards (5, 7, and 8) we have teamed up with and trained violence interrupter organization personnel on the eviction process, tenant defenses to evictions, and landlord requirements to evictions. Violence interrupters take this information and accompanying educational materials with them and are in the best position to identify individuals and households at risk of eviction.

E&O has also expanded our online tutorials on the eviction process, tenants' defenses, and landlord requirements to eviction, for tenants to watch at their convenience. Importantly, our outreach specialists refer tenants they encounter during outreach events to the eviction tutorials for them to get rapid, efficient, and accurate answers to their questions regarding evictions in the District. Lastly, because of the sunset provisions of the varied emergency and temporary eviction legislations, E&O had to regularly review and amend our tutorials and educational materials for them to accurately reflect the current eviction laws. During FY 22, E&O engaged in 153 eviction focused outreach events throughout the District of Columbia.

50. *Has OTA compiled and evaluated statistics on the rates of eviction filings and completed evictions prior to the COVID-19 pandemic vs. in FY 22 or F23 to date? If so, please share any significant conclusions on new drivers of evictions.*

Response: See Attachment #26 for Q50 - FY 2022 Eviction Charts.

OTA does compile data regarding evictions that have been scheduled and evictions that have been executed. Prior to COVID-19 in FY 20 – between October 1, 2019, and the start of the eviction moratorium in March 2020 – a total of 2,652 evictions were scheduled, of which 759 were executed; 355 were canceled due to the PHE; and the remainder were either quashed due to payment of arrears or for other reasons, or were stayed. In FY 22, in the immediate aftermath of the eviction moratorium, which was lifted in October 2021, relatively few evictions were scheduled or executed. This was likely due to a combination of factors, including the impact of the federally funded STAY DC program, and the fact that some housing providers were having difficulty understanding the legislative requirements regarding the new eviction forms. We are now assessing our FY 23 eviction data and will supplement this response accordingly as soon as possible.

51. *Please describe OTA’s processes for soliciting feedback from its legal services clients and any other major constituencies. Please describe any significant changes the agency has made or intends to make in FY 22 and FY 23 to date in response to constituent feedback.*

Response: E&O collects direct feedback during the quarterly Tenant Association Peer Mentorship Program (TAPMP) meetings and during our outreach activities. In fact, topics for future meetings are decided as a direct response to Tenant Association board member’s feedback during the TAPMP meetings.

Twice a month, OTA provides varied training to The Community Partnership for the Prevention of Homelessness. After each training a survey is distributed to the attendees requesting feedback.

52. *In a response to last year’s performance oversight, OTA listed “Encouraging single-family properties to maintain a [basic business license] and inspection” among its top 5 priorities. Please provide an update on OTA’s efforts in this area. To the extent this remains a significant gap, please note which other stakeholders in and outside the District government could most productively help to address it.*

Response: This issue remains a high concern of the Agency. During the OTA’s Renters’ Rights training, held several times a month both in-person and online, the instructor describes the requirement that landlords must maintain an active BBL, and the repercussions for both landlords and tenants if they have not done so. Additionally, during the training the instructor demonstrates to the attendees how to verify whether the landlord has the required BBL.

Additionally, three District government entities could help resolve this matter.

Department of Buildings: 14 D.C.M.R. 200.4 requires a housing provider to “conspicuously post the license or a copy of the license on the premises ...and such license shall be available for inspection by any authorized District government official or any tenant residing at the premises.” DOB could promote compliance with the BBL requirement generally by more regularly checking for compliance with this provision in particular during any inspection of a residential

rental building. Another suggestion is that DOB could develop a public information program via newspaper, TV, Channel 13/16 to inform the District residents about the licensing requirements. This is particularly relevant to areas of the District that are close to institutes of higher education, where we believe there is a higher incidence of non-compliance with licensing requirements.

DC Housing Authority: DCHA should revise its voucher landlord application to require all housing providers participating in the voucher programs that a basic building license is a mandatory requirement.

Condo associations: Condo associations should include in their by-laws a provision that requires all owners within the condo who rent out their unit cannot do so until they have obtained a basic business license.

These three measures would go a long way in improving the BBL applicant pool and will also help to identify single family housing used in the voucher program that may have housing code violations that need to be addressed before a family moves in, thus reducing government's involvement in resolving these matters.

53. In FY 22, and separately in FY23 to date, how many tenants or tenant groups sought OTA assistance?

a. How many total cases were opened in FY 22, and separately in FY 23 to date? To the extent available, please provide a breakdown of cases by category or cause(s) of action, outcome, Ward, client race, and any other metrics that OTA believes should be of interest to the Committee.

Response: For purposes of this Oversight process, OTA is defining “cases” as intakes received, and responded to, via either telephone or email. In FY22, OTA had 8762 cases. In FY23-q1, OTA had 1883 cases.

Attachment #27 for Q53a - *FY 22 Issues* breaks the top 13 FY 2022 issues down by Ward, and mold cases by Ward.

Attachment #28 for Q53a - *FY 23 Issues* breaks the top 13 FY 2023 issues down by Ward, and mold cases by Ward.

b. How many tenants and tenant organizations were assisted at conciliation meetings in FY 22, and separately in FY 23 to date?

Response: Technically, “conciliation” is a term of art describing a mediation service of the Rent Administrator pursuant to DC Code § 42-3505.03. However, that service is rarely performed in the current climate. OTA is thus defining conciliation as OTA's involvement in assisting tenants in resolving disputes with their landlords either through

direct contact with the landlord or indirectly by advising tenants on how to negotiate the issue with their landlord. Under this application, approximately 80% to 90% of OTA’s legal intakes (described above as “cases”) involve conciliation. The balance would largely fall in the category of “know your rights” assistance where the tenant has not identified a live dispute.

In addition, OTA’s Education & Outreach division conducted a total of 61 Tenant Association-related trainings in FY 22. These trainings include classes on TOPA, classes on how to form a Tenant Association, how to sustain a Tenant Association, and Tenant Association best practices. In these presentations the Tenant Associations are provided with training on how best to negotiate with landlords to achieve their goals, which makes them relevant to this question. In FY 23-q1, the Education & Outreach division conducted 6 training sessions.

c. How many building-wide inspections did OTA assist tenants and tenant organizations with in FY 22, and separately in FY 23 to date?

Response: E&O does not perform housing code or property maintenance code inspections. E&O encourages tenants and tenant associations to request inspections from the Department of Buildings when they believe they have identified housing code violations or have unabated housing code violations. In addition, the Legal Branch advises tenants in securing these inspections. However, OTA data recording systems do not track this data as a separate category.

E&O performs “listening sessions” with tenants and tenant associations and frequently, as a result of the listening sessions, DOB inspections are requested by the tenants.

54. How many individuals called the Tenant Phone Hotline in FY 22 and FY 23, to date? How many asked for assistance in person in FY 22 and FY 23, to date?

Response: OTA is interpreting this question as asking for the number of tenants who have contacted OTA through the Direct Phone Line (Direct), in-person, and the Ask the Chief Tenant Advocate link on ota.dc.gov (ATD).

	FY 22	FY 23-Q1
Direct	6529	1532
ATD	2409	467
In-person	<u>0</u>	<u>0</u>
	8938	1999

55. Please provide an estimate of the average caseload per attorney in FY 22. How does this compare with best practices for comparable legal services organizations?

Response:

The approximate average annual caseload per attorney for new cases is:

FY 22: 1187

FY 23 (1st quarter): 307

56. For how many tenants did OTA provide emergency housing and relocation assistance during FY22 and FY23 to date?

Response: The OTA assisted 296 families in FY22. To date in FY23, the agency has assisted 86 families.

See Attachment #29 for Q56 - *FY23 Emergency Housing Displacements by Ward and Type*

a. Please describe any significant shifts in need for emergency housing and relocation assistance.

Response: There is no known significant shift in need.

**2023 OTA Performance Oversight Pre-Hearing Questions
Responses to the Committee on Housing
February 6, 2023**

Attachments: Table of Contents

- Attachment #1 for Q7 - *“How Was Your Visit?” Survey*
- Attachment #2 for Q9 - *OTA Organizational Chart*
- Attachment #3 for Q11 - *OTA Schedule A*
- Attachment #4 for Q15 - *Employees with Salary of \$100,000 or More*
- Attachment #5 for Q16 - *Top Overtime Earners*
- Attachment #6 for Q17 - *Bonuses*
- Attachment #7 for Q19 - *List of Intra-District Transfers*
- Attachment #8 for Q20 - *Special Purpose Revenue Funds*
- Attachment #9 for Q21 - *Purchase Card Spending*
- Attachment #10 for Q22 - *List of Memoranda of Understanding (from the Agency Fiscal Officer)*
- Attachment #11 for Q22 - *MOU with D.C. Superior Court on Remote Hearings (We will supplement the record with this attachment as soon as possible.)*
- Attachment #12 for Q22 - *MOU with DCHR*
- Attachment #13 for Q22 - *MOU with D.C. Superior Court on Eviction Filings*
- Attachment #14 for Q22 - *MOU with Community Partnership for the Prevention of Homelessness*
- Attachment #15 for Q23 - *Capital Projects*
- Attachment #16 for Q24 - *Fiscal Year 2021 Budget and Actual Expenditures*
- Attachment #17 for Q24 - *Fiscal Year 2022 Budget and Actual Expenditures*
- Attachment #18 for Q24 - *Fiscal Year 2023 Budget and Actual Expenditures*
- Attachment #19 for Q25 - *Enhancement Requests*
- Attachment #20 for Q26 - *List of Reprogramming Actions*
- Attachment #21 for Q27 - *Federal Funding from FY 2021 to FY 2023*
- Attachment #22 for Q35 - *FY2022 FOIA Report*
- Attachment #23 for Q39 – *2020 & 2021 Annual Report*
- Attachment #24 for Q41 – *Amicus Curiae Brief for Cambridge House v. Nimri*
- Attachment #25 for Q#46 - *FY 2022 Education & Outreach Events*
- Attachment #26 for Q50 - *FY 2022 Eviction Charts*
- Attachment #27 for Q53a - *FY 22 Issues*
- Attachment #28 for Q53a - *FY 23 Issues*
- Attachment #29 for Q56 - *FY23 Emergency Housing Displacements by Ward and Type*

Date
Tenant
Issue



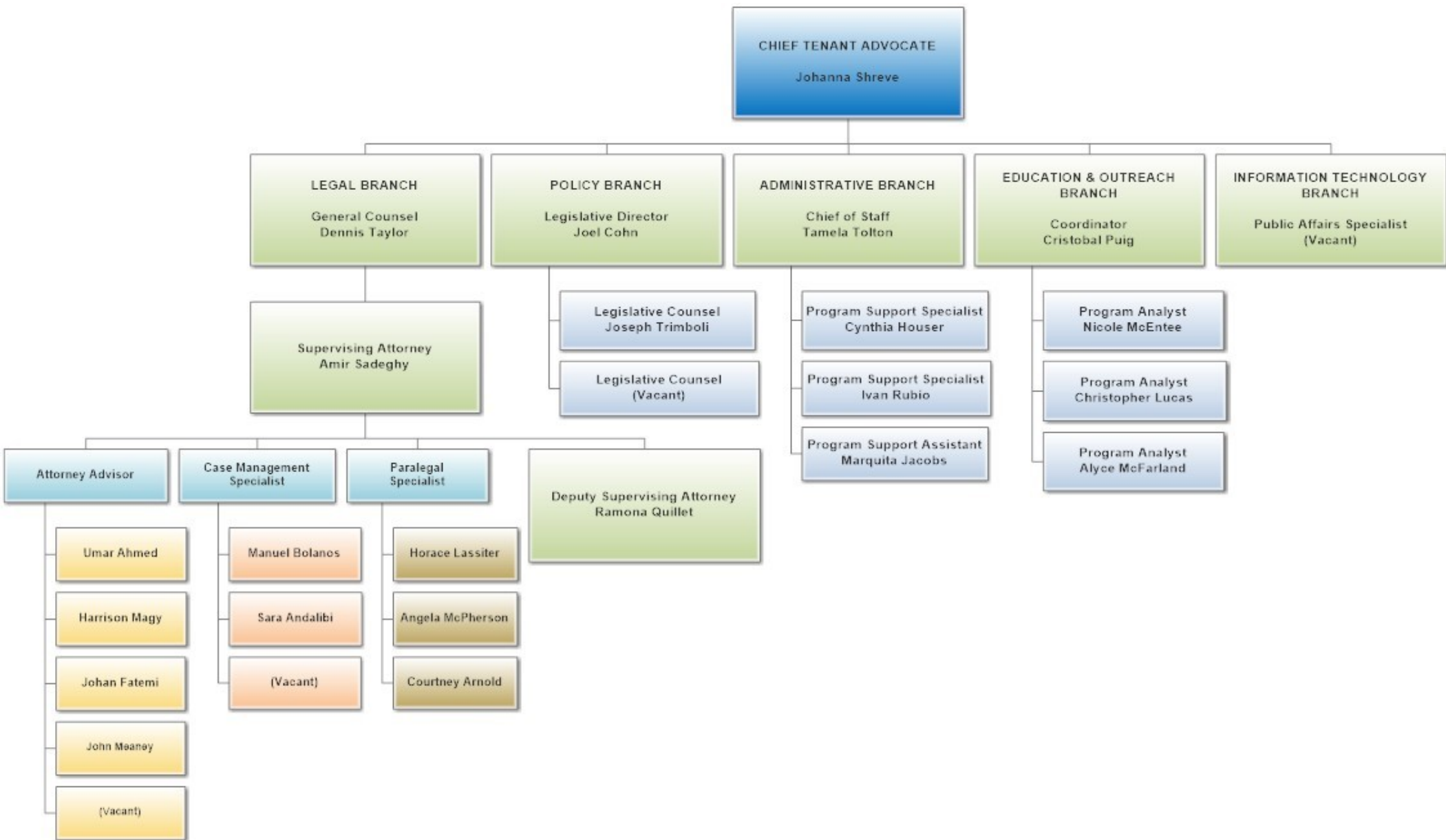
HOW WAS YOUR VISIT?

Staff greeted me when I walked into the office.	Yes	No
Did you have an appointment?	Yes	No
How long did you wait before meeting with a member of the staff?		
How long did you spend in the office dealing with your issue?		
<i>Please rate your experience with the Case Management Specialist and/or Attorney on a scale of 1 (strongly disagree) to 5 (strongly agree).</i>	Case Management Specialist:	Attorney:
I felt listened to and respected.	1 2 3 4 5	1 2 3 4 5
I felt like my time was respected.	1 2 3 4 5	1 2 3 4 5
The staff member helped me clearly identify my issue(s).	1 2 3 4 5	1 2 3 4 5
The staff member answered my question(s) fully.	1 2 3 4 5	1 2 3 4 5
I understand the advice I received.	1 2 3 4 5	1 2 3 4 5
I was given written instructions clearly explaining my "next steps."	1 2 3 4 5	1 2 3 4 5
Overall, I received quality service.	1 2 3 4 5	1 2 3 4 5

Do you have any other comments, questions, or concerns?

Yes, I would like to receive information from OTA about new laws and upcoming events. Email Address: _____

Thank you for giving us the opportunity to better serve you



Office of the Tenant Advocate (CQO)

Schedule A - As of January 24, 2023

Program	Program Description	Position Number	Title	Grade	Step	Hire Date	Length of Time (Years)	Reg/Temp/Term	FTEs	Salary	Benefits
100071	INFORMATION TECHNOLOGY SERVICES	00094572	Public Affairs Specialist	13	0	Vacant	Vacant	Reg	1	93,069.00	22,801.91
100071 Total									1	93,069.00	22,801.91
100154	PERFORMANCE AND STRATEGIC MANAGEM	00038614	Chief Tenant Advocate	9	0	4/18/2006	16.78	Term	1	201,169.34	49,286.49
		00094570	Special Assistant	13	6	5/12/2008	14.71	Reg	1	107,984.00	26,456.08
		00097208	Paralegal Specialist	12	3	2/14/2022	0.94	Reg	1	85,794.00	21,019.53
		00097974	Program Support Assistant	8	1	2/28/2022	0.90	Term	1	49,260.00	12,068.70
100154 Total									4	444,207.34	108,830.80
300031	CASE MANAGEMENT	00047122	Program Support Specialist	11	4	1/6/2020	3.05	Term	1	71,579.00	17,536.86
		00099844	Program Analyst	12	0	Vacant	Vacant	Reg	1	80,784.00	19,792.08
		00099845	Program Analyst	12	7	9/2/2008	14.40	Reg	1	95,816.00	23,474.92
300031 Total									3	248,179.00	60,803.86
300033	EDUCATION	00040492	Program Coordinator	13	5	1/21/2020	3.01	Reg	1	105,001.00	25,725.25
		00040493	Program Analyst	12	5	2/1/2021	1.98	Term	1	90,805.00	22,247.23
		00105966	Program Analyst	12	4	8/16/2014	8.45	Term	1	88,300.00	21,633.50
		00106047	Program Analyst	13	2	7/24/2006	16.52	Term	1	96,052.00	23,532.74
300033 Total									4	380,158.00	93,138.71
300034	LEGAL REPRESENTATION	00040494	Attorney Advisor	12	0	Vacant	Vacant	Reg	1	91,650.00	22,454.25
		00040495	Attorney Advisor	13	4	9/10/2012	10.38	Reg	1	119,890.00	29,373.05
		00040544	Attorney Advisor	12	6	5/16/2016	6.70	Reg	1	106,931.00	26,198.10
		00046357	Supv Attorney Advisor	1	0	10/25/2010	12.26	Reg	1	134,065.21	32,845.98
		00046612	Program Support Assistant	8	4	12/6/2021	1.13	Term	1	53,969.00	13,222.41
		00047146	Attorney Advisor	12	0	Vacant	Vacant	Reg	1	41,814.00	10,244.43
		00047353	Paralegal Specialist	12	8	1/5/2009	14.06	Reg	1	98,322.00	24,088.89
		00048144	Program Support Specialist	11	7	4/7/2014	8.81	Reg	1	77,873.00	19,078.89
		00094568	Attorney Advisor	12	6	11/16/2015	7.19	Reg	1	106,931.00	26,198.10
		00094569	Attorney Advisor	12	6	1/7/2019	4.05	Reg	1	106,931.00	26,198.10
		00097288	General Counsel	2	0	12/12/2005	17.13	Reg	1	141,674.80	34,710.33
		00105964	Paralegal Specialist	11	0	Vacant	Vacant	Term	1	65,285.00	15,994.83
		00105965	Paralegal Specialist	11	1	4/11/2022	0.79	Term	1	65,285.00	15,994.83
00105967	Attorney Advisor	12	3	9/12/2022	0.37	Term	1	97,762.00	23,951.69		
300034 Total									14	1,308,383.01	320,553.84
300035	POLICY ADVOCACY	00046152	Attorney Advisor	12	5	3/23/2015	7.85	Reg	1	103,874.91	25,449.35
		00046153	Attorney Advisor	14	6	4/8/2005	17.81	Reg	1	150,262.00	36,814.19
		00085624	Legislative and Regulatory Ana	12	0	Vacant	Vacant	Reg	1	80,784.00	19,792.08
300035 Total									3	334,920.91	82,055.62
Grand Total									29	2,808,917.26	688,184.73

Office of the Tenant Advocate (CQO)
Fiscal Year 2022 and 2023 - Employees with Salary of \$100,000 or More

1) FY 2022

Name	Position Number	Position Title	Program Code	Program Title	Activity Code	Activity Title	Salary	Benefits	Overtime	Bonus Pay
Shreve,Johanna E	00038614	Chief Tenant Advocate	1000	Administrative Services	1090	Performance Management	196,262.77	48,673.17		
Tolton,Tamela D	00094570	Special Assistant	1000	Administrative Services	1090	Performance Management	105,350.00	26,126.80		3,585.40
Quillet,Ramona	00040495	Attorney Advisor	3000	Legal Representation	3015	In-House Legal Representation	113,268.00	28,090.46		3,964.38
Magy,Harrison	00040544	Attorney Advisor	3000	Legal Representation	3015	In-House Legal Representation	104,323.00	25,872.10		3,651.30
Trimboli,Joseph	00046152	Attorney Advisor	3000	Legal Representation	4010	Policy Advocacy Program	101,341.38	25,132.66		
Sadeghy,Amir M	00046357	Supv Attorney Advisor	3000	Legal Representation	3015	In-House Legal Representation	130,795.33	32,437.24		4,577.84
Ahmed,Umar	00094568	Attorney Advisor	3000	Legal Representation	3015	In-House Legal Representation	104,323.00	25,872.10		3,651.30
Fatemi,Johan S.	00094569	Attorney Advisor	3000	Legal Representation	3015	In-House Legal Representation	101,341.66	25,132.73	7,845.59	
TAYLOR,DENNIS M	00097288	General Counsel	3000	Legal Representation	3015	In-House Legal Representation	138,219.32	34,278.39		4,837.68
Treanor,Sean B.	00040494	Attorney Advisor	4000	Policy Advocacy Program	3015	In-House Legal Representation	104,323.00	25,872.10		3,651.30
COHN,JOEL M	00046153	Attorney Advisor	4000	Policy Advocacy Program	4010	Policy Advocacy Program	146,597.00	36,356.06		4,984.31

2) FY 2023

Name	Position Number	Position Title	Program Code	Program Title	Activity Code	Activity Title	Salary	Benefits	Overtime	Bonus Pay
Shreve,Johanna E	00038614	Chief Tenant Advocate	100154	PERFORMANCE AND STRATEGIC MANAGEMENT	30052	OFFICE OF THE DIRECTOR	201,169.34	49,286.49		
Tolton,Tamela D	00094570	Special Assistant	100154	PERFORMANCE AND STRATEGIC MANAGEMENT	30052	OFFICE OF THE DIRECTOR	107,984.00	26,456.08	2,735.25	
Puig-Monsen,Cristo	00040492	Program Coordinator	300033	EDUCATION	30048	EDUCATION AND OUTREACH B	105,001.00	25,725.25		
Quillet,Ramona	00040495	Attorney Advisor	300034	LEGAL REPRESENTATION	30049	LEGAL BRANCH	119,890.00	29,373.05		
Magy,Harrison	00040544	Attorney Advisor	300034	LEGAL REPRESENTATION	30049	LEGAL BRANCH	106,931.00	26,198.10		
Sadeghy,Amir M	00046357	Supv Attorney Advisor	300034	LEGAL REPRESENTATION	30049	LEGAL BRANCH	134,065.21	32,845.98		
Ahmed,Umar	00094568	Attorney Advisor	300034	LEGAL REPRESENTATION	30049	LEGAL BRANCH	106,931.00	26,198.10		
Fatemi,Johan S.	00094569	Attorney Advisor	300034	LEGAL REPRESENTATION	30049	LEGAL BRANCH	106,931.00	26,198.10		
TAYLOR,DENNIS M	00097288	General Counsel	300034	LEGAL REPRESENTATION	30049	LEGAL BRANCH	141,674.80	34,710.33		
Trimboli,Joseph	00046152	Attorney Advisor	300035	POLICY ADVOCACY	30054	POLICY BRANCH	103,874.91	25,449.35		
COHN,JOEL M	00046153	Attorney Advisor	300035	POLICY ADVOCACY	30054	POLICY BRANCH	150,262.00	36,814.19		

Office of the Tenant Advocate (CQ0)
Fiscal Year 2022 and 2023 - Top Overtime Earners

1) FY 2022

Name	Position Number	Position Title	Program Code	Program Title	Activity Code	Activity Title	Salary	Benefits	Overtime
Tolton,Tamela D	00094570	Special Assistant	1000	Administrative Services	1090	Performance Management	105,350.00	26,126.80	7,832.95
Lassiter,Horace A	00047353	Paralegal Specialist	3000	Legal Representation	3020	Legal Hotline	95,924.00	23,789.15	363.48
Jacobs,Marquita	00097974	Program Support Assistant	1000	Administrative Services	1090	Performance Management	48,059.00	11,918.63	273.16
Bolanos,Manuel R	00099845	Program Analyst	8000	Case Mngt Admin and Community Outreach	8010	Case Management Administration	86,146.00	21,364.21	131.54
Houser,Cynthia B	00048144	Program Support Specialist	3000	Legal Representation	3015	In-House Legal Representation	75,973.00	18,841.30	109.17

2) FY 2023

Name	Position Number	Position Title	Program Code	Program Title	Cost Center	Cost Center Title	Salary	Benefits	Overtime
Tolton,Tamela D	00094570	Special Assistant	100154	Performance and Strategic Management	30052	Administrative Branch	107,984.00	26,456.08	2,735.25
Houser,Cynthia B	00048144	Program Support Specialist	300034	Legal Representation	30049	Legal Branch	77,873.00	19,078.89	525.73
Bolanos,Manuel R	00099845	Program Analyst	300031	Case Management	30048	Education and Outreach Branch	95,816.00	23,474.92	188.21
Lassiter,Horace A	00047353	Paralegal Specialist	300034	Legal Representation	30049	Legal Branch	98,322.00	24,088.89	5.46
Jacobs,Marquita	00097974	Program Support Assistant	100154	Performance and Strategic Management	30052	Administrative Branch	49,260.00	12,068.70	4.10

Office of the Tenant Advocate
Fiscal Year 2022 and 2023 List of Employee Bonuses and Special Award Payments

A) Bonuses**i) Bonus Payments in FY 2022**

NAME	FY22 Bonus Amount	Reason for Bonus Payment
Ahmed,Umar	3,651.30	Bonus approved by Council in FY 2022.
Andalibi,Sara	2,300.86	Bonus approved by Council in FY 2022.
Bolanos,Manuel R	2,929.57	Bonus approved by Council in FY 2022.
COHN,JOEL M	4,984.31	Bonus approved by Council in FY 2022.
Demare,Carissa	2,929.57	Bonus approved by Council in FY 2022.
Fatemi,Johan S.	3,442.59	Bonus approved by Council in FY 2022.
Houser,Cynthia B	2,587.45	Bonus approved by Council in FY 2022.
Lassiter,Horace A	3,271.77	Bonus approved by Council in FY 2022.
Lucas,Christopher	2,929.57	Bonus approved by Council in FY 2022.
Magy,Harrison	3,651.30	Bonus approved by Council in FY 2022.
McEntee,Nicole	3,100.69	Bonus approved by Council in FY 2022.
McFarland,Alyce K.	2,815.03	Bonus approved by Council in FY 2022.
Puig-Monsen,Cristobal	3,381.66	Bonus approved by Council in FY 2022.
Quillet,Ramona	3,964.38	Bonus approved by Council in FY 2022.
Sadeghy,Amir M	4,577.84	Bonus approved by Council in FY 2022.
Shreve,Johanna E	6,542.09	Bonus approved by Council in FY 2022.
TAYLOR,DENNIS M	4,837.68	Bonus approved by Council in FY 2022.
Tolton,Tamela D	3,585.40	Bonus approved by Council in FY 2022.
Treanor,Sean B.	3,651.30	Bonus approved by Council in FY 2022.
Trimboli,Joseph	3,546.95	Bonus approved by Council in FY 2022.

ii) Bonus Payments in FY 2023

There are no bonus payments made in FY 2023, to date.

B) Special Award Payments

There are no special award payments made in FY 2022 and FY 2023, to date.

Office of the Tenant Advocate (CQ0)
List of Intra-District Transfers

1) FY 2022 Intra-District Transfers from Other Agencies

Description	Seller Agency	Buyer Agency	Amount
N/A			
			\$ -

2) FY 2022 Intra-District Transfers to Other Agencies

Description	Buyer Agency	Seller Agency	Amount
Telecommunications	Office of the Tenant Advocate	Office of Finance and Resources Management (AS0)	72.00
Purchase/Travel Card	Office of the Tenant Advocate	Purchase Card Transactions (PX0)	643,082.95
MOU w/ DCHR	Office of the Tenant Advocate	DC Department of Human Resources (BE0)	22,488.00
			\$ 665,642.95

3) FY 2023 Intra-District Transfers from Other Agencies

Description	Seller Agency	Buyer Agency	Amount
N/A			
			\$ -

4) FY 2023 Intra-District Transfers to Other Agencies

Description	Buyer Agency	Seller Agency	Amount
N/A			
			\$ -

**Office of the Tenant Advocate (CQ0)
Special Purpose Revenue Funds
FY2022 and FY2023 Revenue and Expenditures**

Fund Code	Fund Title	Source of Funding	Program	Program Description	Description of Expenditures	FY2022 Revenue	FY2022 Actual Expenditure	FY2023 Revenue 01/30/2023	FY2022 Actual Expenditure 01/30/2023	Fund Balance (As of 09/30/2022)
1060261	Rental Unit Fee Fund	Housing Providers pay \$3.50 per unit per year	Rental Unit Fee	Rental Unit Fee charged to a housing provider	The fund supports OTA's operations. Currently, 5.0 FTEs as well as contractual services for the rental control clearing house are budgeted under this Fund and MOU w/ Human Resources for support services.	534,063	408,663	106,985	95,219	549,119
						534,063	408,663	106,985	95,219	549,119

Office of the Tenant Advocate (CQ0)
Fiscal Year 2022 and 2023 Purchase Card Spending

FY 2022 PCARD EXPENDITURES			
Fiscal Year	Employee	Amount	Purpose
2022	Tamela Tolton	643,082.95	Hotel Accommodations for displaced tenants; office support; supplies
FY 2021 PCard Total:		643,082.95	
FY 2023 PCARD EXPENDITURES			
Fiscal Year	Employee	Amount	Purpose
2023	Tamela Tolton	\$274,915.68	Hotel Accommodations; office support; supplies
FY 2022 PCard Total:		274,915.68	

Office of the Tenant Advocate (CQ0)
List of Memoranda of Understanding (MOUs)

1) FY 2022 MOUs

Description	Buyer Agency	Seller Agency	MOU Date	Termination Date	Amount
Human Resources Services	Office of the Tenant Advocate	DC Dept of Human Resources	5/18/2022	9/30/2022	22,488.00
					\$ 22,488.00

2) FY 2023 MOUs

There no FY 2023 MOUs as of yet.



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DISTRICT OF COLUMBIA OFFICE OF THE TENANT ADVOCATE

AND

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

FOR FISCAL YEAR 2022

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Office of the Tenant Advocate (OTA or Buyer) and the Department of Human Resources (DCHR or Seller), collectively known as the Parties and individually as a Party.

II. PROGRAM GOALS AND OBJECTIVES

The Buyer serves as the personnel authority for its staff and provides personnel and resource support to other offices. However, the Buyer lacks the human resources (HR) processing infrastructure necessary to accommodate its personnel related operations. Through this MOU, the Seller shall provide the Buyer the needed HR services.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in pursuit of the shared goals of the Parties to carry out the program goals and objectives expeditiously and economically, the Parties agree as follows:

A. RESPONSIBILITIES OF DCHR

DCHR shall provide OTA the HR services listed in *Attachment A*. For each service, DCHR shall provide policy guidance, data processing and customer service to OTA, its management staff, and its employees, when applicable.

B. RESPONSIBILITIES OF OTA

In support of the services listed in *Attachment A*, OTA shall:

1. Advance to DCHR \$22,488 (twenty-two thousand, four hundred eighty eight dollars) for HR services;
2. Ensure that DCHR receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;
3. Ensure that OTA employees are actively enrolled in Employee Self Service;
4. Designate an OTA employee to serve as a Human Resources Advisor (HRA), who will coordinate with DCHR personnel to facilitate the services provided by DCHR.
5. Coordinate, in good faith and promptly, with DCHR before engaging in any corrective or adverse action procedure involving an OTA employee, non-union dispute resolution or mediation, or non-union grievance process;
6. Ensure that all OTA management are properly trained in performance management concepts and PeopleSoft's ePerformance application. The HRA shall be responsible for OTA level ePerformance training and administration once they have received initial training from DCHR;
7. OTA agrees to be bound by the provisions of the Comprehensive Merit Personnel Act, Title 6B of the D.C. Municipal Regulations, and all implementing DCHR policies, procedures, issuances and other guidance, unless specifically superseded by statute; and
8. OTA agrees that this MOU does not include any services relating to enhanced suitability assessments pursuant to Chapter 4 of Title 6B of the D.C. Municipal Regulations.

IV. DURATION OF MOU

- A.** The period of this MOU shall be from October 1, 2021 through September 30, 2022, unless terminated in accordance with Section XI prior to the expiration.
- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. OTA shall provide DCHR with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the initial year of this MOU.
- C.** The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed \$22,488 (twenty-two thousand, four hundred eighty eight dollars) for Fiscal Year 2022. Funding for services shall not exceed the actual cost of the goods and services.
2. The cost of this MOU is based upon the FY21 Letter of Intent.

B. PAYMENT

1. Payment for the services shall be made through an Intra-District advance by OTA to DCHR based on the total amount of this MOU. DCHR shall receive the advance and bill OTA only for those goods and services actually provided pursuant to the terms of this MOU.
2. OTA shall report all services received under this MOU in its monthly Financial Review Process (FRP) report to the Office of Budget and Planning of the District of Columbia Office of the Chief Financial Officer.
3. Advances to DCHR for the services to be performed and goods to be provided shall not exceed \$22,488 (twenty-two thousand, four hundred eighty eight dollars) in Fiscal Year 2022.
4. DCHR shall receive the advance and bill OTA through the Intra-District process only for those services provided pursuant to the terms of this MOU. DCHR shall notify OTA within forty-five (45) days of the then current fiscal year if it has reason to believe that all of the advance will not be billed during the fiscal year. DCHR shall return any excess advance to OTA within thirty (30) days of the end of that fiscal year.

VII. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as the foregoing

statutes may be amended, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, DCHR will be subject to scheduled and unscheduled monitoring reviews by OTA to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

DCHR shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the request of OTA or another the District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of OTA or the relevant District of Columbia government agency.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, maintain, safeguard, and dispose of all information related to services provided under this MOU, in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with this MOU shall remain the property of OTA.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party. In the event of the termination of this MOU, the Seller shall return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XII. NOTICE

The following individuals are the contact points for each Party under this MOU:

Nicole A. Cook, Chief Administrative Officer
DC Department of Human Resources
1015 Half Street, SE, 9th Floor
Washington DC 20003
(202) 316-8543

Johanna Shreve, Chief Tenant Advocate

Office of the Tenant Advocate
2000 14th Street, NW, Suite 300 North
Washington, DC 20009
202-904-9533 (cell)
202-719-6563 (office)

XIII. AMENDMENTS AND MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated, and agree to be bound by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

XV. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent, contractor, consultant or other third party to provide any of the goods or services under the MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et. seq.*) to procure the goods or services.

XVI. RESOLUTION OF DISPUTES

The Parties' Directors, or their designees, shall resolve all disputes or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems (OFOS) of the District of Columbia Office of the Chief Financial Officer. The decision of OFOS shall be final.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

FOR THE OFFICE OF THE TENANT ADVOCATE



Johanna Shreve
Chief Tenant Advocate

5/18/22

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES

E. Lindsey Maxwell II, Esq.
Interim Director

Date

DC DEPARTMENT OF HUMAN RESOURCES

Attachment A - HR SUPPORT SERVICES

Benefits and Retirement Services

- Administrative processing of employee benefits coverage
- Access to wellness programs
- Retirement counseling, calculations & processing
- Retirement seminars

Recruitment and Staffing Services

- Administrative processing of personnel actions
- Posting of vacancy announcements
- Rating and ranking of candidates
- Targeted recruitment
- Creation and maintenance of Official Personnel Folders
- New Hire Orientation services

Classification and Compensation Services

- Classification of newly created positions
- Recertification of existing positions
- Desk audits
- Agency reorganizations or realignments
- Establishment of compensation schedules
- Processing of Within Grade Increases and COLAs

Strategic Data Management Services

- PeopleSoft Access, Troubleshooting & Support
- Customized PeopleSoft Training

Legal Review and Consultation Services

- Legal consultation and risk mitigation guidance, as requested

Policy Advisement Services

- Management guidance on District Personnel Manual policies
- Access to electronic DPM
- Access to DPM Issuances and Administrative Orders

Employee Relations Services

- Management guidance on the progressive discipline process
- Guidance on FMLA/PFL policies and requirements
- Access to templates and instructions

Performance Management Services

- Guidance on implementation of e-Performance
- Management guidance on effective Performance Management principles
- Access to e-Performance training and technical assistance
- Oversight of performance management plans & evaluations
- Access to Performance Management appeals process

Learning and Development Services

- Access to Learning & Development courses
- Access to e-learning
- Access to tuition discounts for employees



DC COURTS
500 Indiana Avenue
Washington, DC 20001



RESTRICTED DATA USE AGREEMENT BETWEEN THE DC COURTS AND

(Requestor/Requesting Agency)

INTRODUCTION TO THE AGREEMENT:

DC Courts requires recipients of DC Courts data to execute and adhere to the terms and conditions of this Data Use Agreement (hereinafter, Agreement) as a condition to requesting or receiving data (Restricted or Unrestricted) from DC Courts. DC Courts agrees to provide the Requestor with data as identified in this Agreement, in return for the Requestor's agreement to use the data only for purposes that support the Requestor's study, research, or project as specifically described in this Agreement, and in compliance with this Agreement's terms and conditions protecting the integrity, security, and confidentiality of the Restricted Data described in this Agreement.

This Agreement addresses the conditions under which DC Courts will disclose and the Requestor will obtain, use, reuse, and disclose the DC Courts Restricted Data and/or any derivative file(s) that contain personally identifiable information (hereinafter, PII) or data elements that can be used in combination with other data to deduce the identity of any individuals.

This Agreement supersedes any and all agreements between the parties with respect to the use of data and preempts and overrides any prior instructions or communications from DC Courts or any of its components with respect to the data specified herein.

The terms of this Agreement can be changed by the Requestor only by a written agreement with DC Courts, executed subsequent to the execution of this Agreement and prior in time to taking any action at variance with the terms of this Agreement. Any such subsequent written Agreement between the Parties shall be denominated a modification or amendment of this Agreement, or a new superseding Agreement.

I. PARTIES TO AND EFFECTIVE DATES OF THE AGREEMENT:

This Data Use Agreement, effective as of

is between DC Courts and the Requestor/Recipient/User of Restricted Data (hereinafter, "Requestor"), each of whom is a "Party" and who are collectively, the "Parties" to this Agreement.

This Agreement shall be effective from the date on page 1 of this agreement until unless terminated sooner with or without cause by either party by delivering written notice of termination to the other party. DC Courts may, at any time and at its sole discretion for any reason, revoke the permission granted herein to the Requestor.

The Requestor shall return to DC Courts or destroy all Data once the stated use subject to this Agreement has been completed, the designated period of use has ended, or the Agreement has been terminated, whichever comes first. The Requestor agrees to destroy all electronic data files being stored at the data use site and submit in writing to the Director, DC Courts Strategic Management Division, that all electronic files have been destroyed.

II. DEFINITIONS:

"Personally Identifiable Information" (PII) is defined as information about an individual that identifies, links, relates, is unique to, or describes him or her, e.g., a social security number; age; military rank; civilian grade; marital status; race; salary; home/office phone numbers; other demographic, biometric, personnel, medical, and financial information; and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, including any other personal information which is linked or linkable to a specific individual.

"Requestor(s)" refers to the primary Requestor(s) who requests, receives, or uses data, and to his or her sponsoring or employing organization; it includes any of said Requestor's employees, agents, contractors, subcontractors, and cooperating individuals. The Requestor executes this agreement.

"Restricted Data" refers to the collection of documentation, internal memoranda, reports or data sets requested of, or provided by, DC Courts that is identifiable to any individual. Restricted data also includes any data with fields or variables that can be aggregated or combined with any other data or information to deduce any individual's identity.

"Unrestricted Data" refers to the collection of documentation, internal memoranda, reports or data sets requested of, or provided by, DC Courts that is not directly identifiable to any individual, and does not contain any fields or variables that can be aggregated or combined with any other data to deduce any individual's identity.

III. PROJECT INFORMATION AND REQUESTED DATA:

A. Project Title:

B. Legal authority, grant, or Administrative Order if applicable:

- C. Data requested are (check one): Unrestricted Restricted
 D. Purpose of data requested: (Please specifically identify each use of the data, to include linking to other data, publication or intended dissemination)

E. Will the data be used for Research, as defined in 45 CFR 46.102? Yes No

F. Specific data elements requested (to include files, years):

IV. DATA RIGHTS AND OWNERSHIP:

The Parties agree that DC Courts retains all ownership rights to the data specified herein, and that the Requestor does not obtain any right, title, or interest in any of the data furnished by DC Courts, except as authorized by this Data Use Agreement. Any use not specifically identified in III-D in this Agreement is specifically prohibited unless this Agreement is subsequently modified in writing.

V. DATA ACCESS AND STORAGE:

List the name and title of the individual responsible for receiving, maintaining, transferring, and determining final disposition of the requested data.

Name:










Title/Role:

List below all individuals or organizations who will be provided access to the data and the location where the data will be used/stored. (Add lines if necessary)

Individual (Last name, First name	Affiliation/Role	Location data will be stored
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VI. PRIVACY AGREEMENT:

The Requestor must initial each condition below to indicate they have read and agree to abide by the following terms:

-  a. Not to use or reuse or disclose, sell, rent, loan, lease or otherwise grant access to the Restricted or Unrestricted data in any form in any manner except as authorized in Paragraph III-D or V of this Agreement, or as authorized in a written modification/amendment to this Agreement or a new superseding Agreement.
-  b. That the requested data specified in this Agreement are necessary to achieve the Purposes described in Paragraph III-D, above.
-  c. Not to disclose direct findings, listings, or information derived from the data file(s), with or without direct identifiers, if such findings, listings or information can, by themselves or in combination with other data, be used to deduce any individual's identity. Examples of such data elements that may lead to deducing an individual's identity include, but are not limited to, name; zip code, gender; date of birth; ethnic origin; or citizenship
-  d. That any use of DC Courts data in the creation of any document (manuscript, table, chart, study, report, etc.) concerning the purpose(s) specified in this Agreement must adhere to DC Courts' current cell suppression policy. This policy stipulates that no cell in a table that contains a number less than 20 (reflecting the number of occurrences of any compared variables) may be displayed. Also, no use of percentages or other mathematical formulas may be used if they result in a cell less than 20.
-  e. Not to link records included in the Restricted Data described in this Agreement to any other individually identifiable source of information, except as identified in III-D.
-  f. To destroy all data 30 days after receipt.
-  g. To contact individuals on for the purpose specified in IIID.
-  h. To assume responsibility for ensuring compliance with all the requirements for the Human Research Protection Program, as prescribed by 45 CFR Part 46, if the data requested are to be used for human studies.
-  i. That results of all analysis will not be presented to internal stakeholders and will not be shared publicly (such as conferences, publications, etc.) without notification and advance copy of presentation, report, analyses to the DC Courts.

VII. TERMS AND CONDITIONS ACCEPTED BY THE REQUESTOR:

In consideration of receiving the Restricted Data specified in this Agreement for the specific Purposes described in this Agreement, the Requestor hereby agrees to adhere to the following terms and conditions, and agrees:

- a** To establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Restricted Data and to prevent unauthorized use or access to the data.
- b** That the data must not be physically moved, transmitted, or disclosed in any way from the site specified in Paragraph V of this Agreement, or used for any purpose other than as described in Paragraph III of this Agreement, without the prior written approval from DC Courts.
- c** To immediately report to the DC Courts Strategic Management Director and to the DC Courts signatory of this Agreement, or his or her successor or assignee, any unauthorized use, reuse, disclosure, or loss of data files containing Restricted Data or breach of Requestor's security of the Restricted Data. "Immediately report" means within one hour of receiving a report of, or otherwise discovering or forming a belief that there has been an unauthorized use, reuse, disclosure, or loss, of Restricted Data or a potential or actual breach of Requestor's security of the Restricted Data.
- d** To assume all costs and liabilities for any breach of personally identifiable information from the Restricted Data files while they are entrusted to the Requestor. If DC Courts determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the Requestor agrees to provide the notice and remedies without cost to DC Courts.
- e** To return or destroy in a manner approved by DC Courts in writing, all original, copies, and data derived from the restricted data, on whatever media, at the completion of the project described in Paragraph III, or upon expiration or termination of the Agreement, whichever occurs first, within 5 days of said completion, expiration or termination, and to provide a written sworn and notarized notice to DC Courts within 5 days of destruction, attesting to said destruction and providing a description of the manner of that destruction.
- f** Requestor certifies that all materials submitted with this application for restricted data are truthful.

- g** Requestor acknowledges that he/she is legally bound by the covenants and terms and conditions of this Agreement, and that violations thereof may constitute unethical professional practice and/or criminal conduct and may subject Requestor and/or the sponsoring or employing organization, if any, and all his/her/its employees, contractors, subcontractors, and cooperating persons who have been identified in Paragraph V of this Agreement to the sanctions listed above, including criminal prosecution, fines and imprisonment.

- g. Requestor attests that he or she is authorized to bind his or her sponsoring or employing organization, if any, and all his/her/its employees, contractors, subcontractors, and cooperating persons who have been identified in Paragraph V of this Agreement, to all terms and conditions specified herein, including terms that require Requestor to assume financial responsibility for actions inconsistent with this Agreement.

VIII. MODIFICATIONS TO THIS AGREEMENT:

If any changes to information presented in III occur, the Requestor shall provide DC Courts with a copy of the revised plan and a memorandum describing the changes in advance of implementing any revisions. These revisions shall be denominated modifications or amendments to this Agreement, or a new superseding Agreement, and may not be implemented until written approval is received from DC Courts.

IX. UNAUTHORIZED USES, DISCLOSURES, OR VIOLATIONS OF AGREEMENT

If DC Courts determines or has reasonable belief that the Requestor has made a use, reuse, or disclosure of data that is not authorized by this Agreement, or that a breach of security related to DC Courts Restricted Data has occurred or may occur, DC Courts may, at its sole discretion, and prior to any other procedures specified in this paragraph, direct the Requestor to take actions specified in this paragraph. The Requestor hereby agrees to comply with DC Courts' directions. DC Courts may direct the Requestor to: (a) promptly investigate and report to DC Courts the Requestor's findings regarding any alleged or actual unauthorized use, reuse, disclosure or alleged breach of security; (b) promptly resolve any problems identified by the investigation; (c) if requested by DC Courts, submit a formal response to an allegation of unauthorized use, reuse, disclosure or breach of security; (d) if requested by DC Courts, submit a corrective plan with steps designed to prevent any future unauthorized uses, reuses, disclosures or breaches of security; (e) and if requested by DC Courts, return Restricted Data to DC Courts or, at DC Courts' discretion, destroy the data it received from DC Courts under this Agreement in a manner that DC Courts deems appropriate.

If DC Courts determines, after a review of the Requestor's investigation, that the terms outlined in this Agreement have been violated; DC Courts will notify the Requestor of the allegation(s) and its findings in relation to the investigation in writing and will provide Requestor

with an opportunity to respond in writing within 10 days. Upon review, if DC Courts deems the allegations unfounded or incorrect, the data may be returned to the Requestor under the terms of the original or a modified Data Use Agreement. If DC Courts deems the allegations in any part to be correct, DC Courts will determine and apply the appropriate sanction(s).

If DC Courts determines that any aspect of this Agreement has been violated, DC Courts may invoke these sanctions as it deems appropriate, to include, but not limited to:

- a.** Denial of all future access to Restricted Data files, and directed return or destruction of Restricted Data in the Requestor's possession;
- b.** Report of the violation to the investigator's office responsible for scientific integrity and misconduct, with a request that the institution's sanctions for misconduct be imposed.
- c.** If at any time DC Courts believes that criminal laws have been violated, it may refer the matter to the appropriate law enforcement authorities. If DC Courts refers a matter to law enforcement authorities, it will immediately cease providing Restricted Data to the Requestor and take such other action as may be appropriate to prevent further loss, misuse, reuse, or disclosure of Restricted Data, or breach of security, and Requestor hereby consents to cooperate fully with DC Courts' directions.

Name of Requestor _____

Title: _____ Organization _____

Street Address: _____

City _____ State _____ Zip Code _____

Office telephone _____ E-Mail _____

Date: _____ Signature Requestor _____

X. DC COURTS AUTHORIZATION:

On behalf of DC Courts, the undersigned individual hereby acknowledges that DC Courts supports the Requestor's request for and use of DC Courts Restricted Data specified in this Agreement in Paragraph III, and agrees to provide the requested Restricted Data to the Requestor in accordance with this Agreement, and agrees to make no statement to the Requestor concerning the interpretation of the terms of this Agreement and to refer all questions of such interpretations or compliance with the terms of this Agreement to the DC Courts Office of General Counsel.

The undersigned represents that he/she is authorized to enter into this Agreement on behalf of DC Courts and to agree to the terms and conditions specified herein.

DC Courts Representative: Lisa VanDeVeer, Director Strategic Management Division

Signature of DC Courts
Representative

Date approved by Executive
Office

**MEMORANDUM OF
UNDERSTANDING OFFICE OF THE
TENANT ADVOCATE AND
THE COMMUNITY PARTNERSHIP FOR THE PREVENTION OF
HOMELESSNESS**

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish an agreement between the District of Columbia Office of the Tenant Advocate (OTA) and The Community Partnership for the Prevention of Homelessness (TCP) through which OTA will provide training regarding Landlord/ Tenant Rights and Responsibilities. OTA will provide this training to TCP subcontractors and Continuum of Care (CoC) contractors providing housing and supportive services to homeless populations in the District of Columbia. The training is divided into four "courses," which will be presented on a rotating basis. The four courses will cover the following:

- **Renters' Rights 101**
 - This course is 1.5-hours long and provides a foundation and a general overview of renters' rights. Topics covered include renters' rights throughout the life of the tenancy, e.g. application process, tips on move-in inspection, security deposits, housing code issues, evictions, and notice to vacate.
- **Eviction Prevention**
 - This 1.5-hour long course provides attendees with a comprehensive understanding of: (1) landlord requirements for filing an eviction claim in court, (2) tenant defenses to an eviction, (3) the judicial process, and (4) what happens on eviction day.
- **Lease 101**
 - This 1.5-hour long course walks participants through standard leases (in DC) and their key clauses. Topics presented during this course include joint and several liability, late fee clauses, fees (in addition to rent), sublet/assignment, notices of intent to vacate, addendums, and terminating the lease. This presentation is suited for new renters and renters interested in understanding the terms of their lease.
- **Addressing Housing Code Issues**
 - This hour-long course provides a step-by-step process on how to handle housing code issues in the rental unit. Participants will learn the do's and don'ts, with an emphasis on landlord responsibilities. Presentation includes mold, available government resources, the importance of documentation, and the consequences of withholding rent.

OTA will also offer quarterly afternoon one-on-one consulting on a specific landlord-tenant rights matter(s) or issue(s) virtually (December, March, June & September).

SCOPE OF THE AGREEMENT

This agreement outlines the responsibilities of OTA and TCP for training subcontractors and contractors throughout the FY22-FY23 fiscal years on the material detailed above.

Duration of Agreement

This MOU will be in effect from October 1st, 2022, through September 30th, 2023 (FY22 and FY23). The parties may amend this MOU at any point upon mutual agreement.

Capacity

- Each training session will host a maximum number of 30 participants.
- Each training session will have a minimum of four (4) registered participants, for each scheduled training. Failure to have four (4) registered participants will result in a cancellation of that scheduled session.
- The OTA will conduct all trainings virtually via Zoom. In-person training may be available upon request with advanced notice of at least one month.
- With the exception of “quarterly overview training days,” the training sessions will be held on the following dates (below) from 9:00 a.m. - 11:00 a.m. and 1:00 p.m. - 3:00 p.m.
- On the quarterly overview training days (designated below with an *), there will only be one training session, from 9:00 a.m. – 11:00 p.m. The afternoon session is reserved for one-on-one consulting virtually (December, March, June & September).
- The courses presented on the specific dates below may change if a previous session is cancelled for lack of registered participants. OTA will inform TCP of any revisions.

DATE:

CLASS:

October 13, 2022	Lease 101
November 10, 2022	Eviction Prevention
December 8, 2022*	Renter’s Rights 101
January 12, 2023	Addressing Housing Code Issues
February 9, 2023	Lease 101
March 9, 2023*	Eviction Prevention
April 13, 2023	Renter’s Rights 101
May 11, 2023	Addressing Housing Code Issues
June 9, 2023*	Lease 101
July 13, 2023	Eviction Prevention
August 10, 2023	Renter’s Rights 101
September 14, 2023*	Addressing Housing Code Issues.

- * **OTA will only conduct a morning training session from 9:00 a.m. – 11:00 p.m. The afternoon is reserved for the afternoon one-on-one consulting with TCP’s clients.**

Training Cancellation

- All postponements or cancellations must be emailed a minimum of 24 business hours to the respective point of contact:
 - Jessica Clingerman - jclingerman@community-partnership.org
 - Cristobal Puig-Monsen – Cristobal.puig@dc.gov
- In the event of state and national emergencies, hazardous weather conditions (snow storms, etc...), and acts of war/or acts of God both parties will make every effort to reschedule training at a time that is convenient for both parties.

TCP agrees to:

- Advertise the training to subcontractors and establish a registration system through Eventbrite. Promote and notify TCP subcontractors of The Office of the Tenant Advocate (OTA) Stakeholder Meetings, Tenant Summit, and other events as requested.
- Send attendee rosters to OTA via email, a minimum of 24 hours before each scheduled training.
 - In the event that there are less than four (4) participants registered for a scheduled training session’s date and time, TCP will notify OTA staff via email that the training session has been canceled.
- Provide a unique link to Survey Monkey for administering the Training Evaluation Form to attendees.
- Provide Survey Monkey results/feedback after each monthly training.

OTA agrees to:

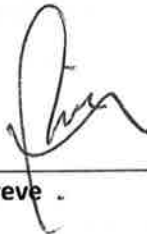
- Provide all materials, equipment, and items necessary to provide training at each location including training items such as flip charts and markers, workbooks, rosters and certificates of completion.

- Conduct training virtually and provide the corresponding Zoom, Teams, or Webex link.
- At the conclusion of each training session, provide participants with the SurveyMonkey Training Evaluation Form website link.
- Provide training certificates of completion at the end of each training session.
- Allow TCP to review the training upon written request and respond to any necessary inquiries.
- Provide PDFs of training sign in sheets to TCP, via e-mail, by the 5th of each month for the preceding month.
- One week after the conclusion of each scheduled class, OTA will provide a PDF document of the training sign in sheet with each class's attendees.
- Provide attendees the opportunity to join OTA's stakeholder listserv.
- Evaluate and amend the presentation to better fit the needs of the audience as necessary.

FUNDING

Execution of this MOU does not require either party to provide funds or exchange any money.

SIGNED:

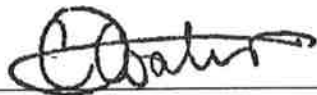
 for J.S.

Johanna Shreve

Chief Tenant Advocate
District of Columbia Office of the Tenant Advocate

11.10.22

Date



~~Jessica Clingerman~~ Candyce J. Coates

The Community Partnership for the Prevention of Homelessness

10/28/22

Date

No Capital Funding in FY22 or FY23

Office of the Tenant Advocate (CO) Fiscal Year 2021 Budget and Actual Expenditures

Approp Fund	Approp Fund Title	Program	Program Title	Activity	Activity Title	Original Budget	Revised Budget	Expenditures	Available Balance	
0100	LOCAL FUND	1000	ADMINISTRATIVE SERVICES	1040	INFORMATION TECHNOLOGY	83,749.67	83,749.67	1,523.35	82,226.32	
				1087	LANGUAGE ACCESS	8,500.00	0.00	0.00	0.00	
				1090	PERFORMANCE MANAGEMENT	533,802.89	350,585.89	453,837.28	(103,251.39)	
				1000 Total			626,052.56	434,335.56	455,360.63	(21,025.07)
		3000	LEGAL REPRESENTATION	3015	IN-HOUSE LEGAL REPRESENTATION		1,146,992.18	1,032,592.18	1,069,719.32	(37,127.14)
				3020	LEGAL HOTLINE		206,857.58	206,857.58	120,638.45	86,219.13
				3000 Total			1,353,849.76	1,239,449.76	1,190,357.77	49,091.99
		4000	POLICY ADVOCACY PROGRAM	4010	POLICY ADVOCACY PROGRAM		270,003.00	270,003.00	262,625.59	7,377.41
				4000 Total			270,003.00	270,003.00	262,625.59	7,377.41
		5000	OTA EDUCATIONAL INSTITUTE	5010	OTA EDUCATIONAL INSTITUTE		300,613.37	234,613.37	145,651.82	88,961.55
				5000 Total			300,613.37	234,613.37	145,651.82	88,961.55
		6000	EMERGENCY HOUSING	6010	EMERGENCY HOUSING		550,000.00	550,000.00	524,380.10	25,619.90
				6000 Total			550,000.00	550,000.00	524,380.10	25,619.90
		8000	CASE MNGT ADM AND COMM OUTREACH	8010	CASE MANAGEMENT ADMINISTRATION		191,344.96	191,344.96	293,179.99	(101,835.03)
				8020	COMMUNITY OUTREACH		17,522.50	4,522.50	0.00	4,522.50
				8000 Total			208,867.46	195,867.46	293,179.99	(97,312.53)
		9000	RENT CONTROL HOUSING CLEARINGHOUSE	9010	RENT CONTROL HOUSING CLEARINGHOUSE		157,732.85	32.85	0.00	32.85
		9000 Total			157,732.85	32.85	0.00	32.85		
0100 Total						3,467,119.00	2,924,302.00	2,871,555.90	52,746.10	
0600	SPECIAL PURPOSE REVENUE FUNDS ('O'TYPE)	1000	ADMINISTRATIVE SERVICES	1040	INFORMATION TECHNOLOGY	45,095.98	45,095.98	781.30	44,314.68	
				1090	PERFORMANCE MANAGEMENT	109,014.83	109,014.83	37,930.42	71,084.41	
					1000 Total	154,110.81	154,110.81	38,711.72	115,399.09	
		3000	LEGAL REPRESENTATION	3015	IN-HOUSE LEGAL REPRESENTATION		239,166.57	149,222.54	109,615.74	39,606.80
				3000 Total			239,166.57	149,222.54	109,615.74	39,606.80
		4000	POLICY ADVOCACY PROGRAM	4010	POLICY ADVOCACY PROGRAM		0.00	0.00	123,097.70	(123,097.70)
				4000 Total			0.00	0.00	123,097.70	(123,097.70)
		5000	OTA EDUCATIONAL INSTITUTE	5010	OTA EDUCATIONAL INSTITUTE		0.00	0.00	30,302.24	(30,302.24)
				5000 Total			0.00	0.00	30,302.24	(30,302.24)
		9000	RENT CONTROL HOUSING CLEARINGHOUSE	9010	RENT CONTROL HOUSING CLEARINGHOUSE		150,000.00	150,000.00	150,000.00	0.00
		9000 Total			150,000.00	150,000.00	150,000.00	0.00		
0600 Total						543,277.38	453,333.35	451,727.40	1,605.95	
Grand Total						4,010,396.38	3,377,635.35	3,323,283.30	54,352.05	

Out of the \$52,746.10 budget surplus in Local Fund, \$2,096.92 is in Personnel Services (PS) due to vacancy savings. The majority of the surplus (\$50,649.10) is in Non-Personnel Services (NPS) and it is due to lower spending in supplies, printing, conferences, and mold assessment program.

The \$1,605.95 surplus in Special Purpose Revenue Fund is PS budget due to vacant positions.

OTA received ARPA Funding in the amount of \$511,680 at the end of FY 2021. There was no spending as it was too late in FY21. Agency is working to carryover the funding to FY 2022.

Office of the Tenant Advocate (C00)
Fiscal Year 2022 Budget and Actual Expenditures

Approp Fund	AppropFund Title	Program	Program Title	Activity	Activity Title	Original Budget	Revised Budget	Expenditures	Available Balance
100	LOCAL FUND	1000	ADMINISTRATIVE SERVICES	1040	INFORMATION TECHNOLOGY	84,087	38,109	(1,379)	39,488
				1087	LANGUAGE ACCESS	8,500	-	-	-
				1090	PERFORMANCE MANAGEMENT	554,616	534,616	537,774	(3,158)
				1000 Total		647,202	572,725	536,394	36,330
		3000	LEGAL REPRESENTATION	3015	IN-HOUSE LEGAL REPRESENTATION	1,109,242	1,109,242	1,137,624	(28,382)
				3020	LEGAL HOTLINE	167,298	167,298	171,165	(3,867)
				3030	LEGAL SERVICE PROVIDER	1,000	-	-	-
		3000 Total		1,277,540	1,276,540	1,308,789	(32,249)		
		4000	POLICY ADVOCACY PROGRAM	4010	POLICY ADVOCACY PROGRAM	282,720	282,720	289,336	(6,616)
		4000 Total		282,720.32	282,720.32	289,335.89	(6,615.57)		
		5000	OTA EDUCATIONAL INSTITUTE	5010	OTA EDUCATIONAL INSTITUTE	191,098.14	181,098.14	169,976.81	11,121.33
		5000 Total		191,098.14	181,098.14	169,976.81	11,121.33		
		6000	EMERGENCY HOUSING	6010	EMERGENCY HOUSING	550,000.00	550,000.00	550,000.00	-
		6000 Total		550,000.00	550,000.00	550,000.00	-		
		8000	CASE MNGT ADM AND COMM OUTREACH	8010	CASE MANAGEMENT ADMINISTRATION	292,182.90	292,182.90	270,766.46	21,416.44
				8020	COMMUNITY OUTREACH	17,522.50	-	-	-
		8000 Total		309,705.40	292,182.90	270,766.46	21,416.44		
9000	RENT CONTROL HOUSING CLEARINGHOUSE	9010	RENT CONTROL HOUSING CLEARINGHOUSE	-	-	-	-		
9000 Total		-	-	-	-				
100 Total					3,258,265.63	3,155,265.63	3,125,262.44	30,003.19	
150	FEDERAL PAYMENTS	3000	LEGAL REPRESENTATION	3015	IN-HOUSE LEGAL REPRESENTATION	260,730.01	36,408.07	36,408.07	0.00
				3000 Total		260,730.01	36,408.07	36,408.07	0.00
		5000	OTA EDUCATIONAL INSTITUTE	5010	OTA EDUCATIONAL INSTITUTE	149,760.00	102,561.22	102,561.22	(0.00)
		5000 Total		149,760.00	102,561.22	102,561.22	(0.00)		
		DCRP	DISTRICT RECOVERY PLAN	DRPF	DISTRICT RECOVERY PLAN	-	-	-	-
DCRP Total		-	-	-	-				
150 Total					410,490.01	138,969.29	138,969.29	(0.00)	
600	SPECIAL PURPOSE REVENUE FUNDS ('O'TYPE)	1000	ADMINISTRATIVE SERVICES	1040	INFORMATION TECHNOLOGY	45,277.38	45,277.38	(781.30)	46,058.68
				1050	FINANCIAL MANAGEMENT	50,000.00	50,000.00	26,000.00	24,000.00
				1090	PERFORMANCE MANAGEMENT	129,279.36	129,279.36	22,488.00	106,791.36
		1000 Total		224,556.74	224,556.74	47,706.70	176,850.04		
		3000	LEGAL REPRESENTATION	3015	IN-HOUSE LEGAL REPRESENTATION	121,107.89	121,107.89	119,041.39	2,066.50
		3000 Total		121,107.89	121,107.89	119,041.39	2,066.50		
		4000	POLICY ADVOCACY PROGRAM	4010	POLICY ADVOCACY PROGRAM	122,161.73	122,161.73	134,094.47	(11,932.74)
		4000 Total		122,161.73	122,161.73	134,094.47	(11,932.74)		
		5000	OTA EDUCATIONAL INSTITUTE	5010	OTA EDUCATIONAL INSTITUTE	-	-	107,820.33	(107,820.33)
		5000 Total		-	-	-	107,820.33	(107,820.33)	
		6000	EMERGENCY HOUSING	6010	EMERGENCY HOUSING	-	-	-	-
		6000 Total		-	-	-	-		
8000	CASE MNGT ADM AND COMM OUTREACH	8020	COMMUNITY OUTREACH	-	-	-	-		
8000 Total		-	-	-	-				
9000	RENT CONTROL HOUSING CLEARINGHOUSE	9010	RENT CONTROL HOUSING CLEARINGHOUSE	-	-	-	-		
9000 Total		-	-	-	-				
600 Total					467,826.36	467,826.36	408,662.89	59,163.47	
Grand Total					4,136,582.00	3,762,061.28	3,672,894.62	89,166.66	

Out of the \$89,166.66 budget surplus in Local Fund, \$14,386.35 is in Personnel Services (PS) due to vacancy savings. The majority of the surplus (\$15,179.05) is in Non-Personnel Services (NPS) and it is due to lower spending for maintenance, office support and publishing of the agency's annual report.

Out of the \$59,163.47 surplus in Special Purpose Revenue Fund, \$35,163.47 is in the PS budget due to vacant positions. The remaining \$24,000 in NPS is the result of an MOU that was not fully executed in FY22.

Office of the Tenant Advocate (CQ0)
Fiscal Year 2023 Budget and Actual Expenditures
As of December 31, 2022

Appr Fund	Appropriated Fund Desc.	Cost Center	Cost Center Description	Program	Program Description	Original Budget	Revised Budget	Expenditures	Available Budget		
1010	LOCAL FUND	EC013	OFFICE OF THE DIRECTOR	100007	LANGUAGE ACCESS	25,500.00	25,500.00	0.00	25,500.00		
				100154	PERFORMANCE AND STRATEGIC MANAGEMEN	530,271.13	530,271.13	109,000.62	411,292.44		
				300029	ACCOMMODATIONS	550,000.00	550,000.00	0.00	550,000.00		
				300036	RENT CONTROL HOUSING CLEARINGHOUSE	264,000.00	264,000.00	165,790.74	75,759.26		
		EC013 Total						1,369,771	1,369,771	274,791	1,062,552
		EC072	EDUCATION AND OUTREACH BRANCH	300031	CASE MANAGEMENT - CQ0	305,666.84	305,666.84	54,130.92	251,535.92		
				300032	COMMUNITY OUTREACH	106,329.26	106,329.26	0.00	106,329.26		
				300033	EDUCATION	172,253.02	172,253.02	30,490.99	141,762.03		
		EC072 Total						584,249	584,249	84,622	499,627
		EC073	LEGAL BRANCH	300034	LEGAL REPRESENTATION	1,287,824.71	1,287,824.71	261,498.11	1,007,228.96		
		EC073 Total						1,287,825	1,287,825	261,498	1,007,229
		EC074	POLICY BRANCH	300035	POLICY ADVOCACY	287,995.72	287,995.72	75,009.17	212,986.55		
		EC074 Total						287,996	287,996	75,009	212,987
1010 Total						3,529,840.68	3,529,840.68	695,920.55	2,782,394.42		
1060	SPECIAL PURPOSE REVENUE FUNDS	AFO01	AGENCY FINANCIAL OPERATIONS DEPARTME	150003	AGENCY BUDGETING AND FINANCIAL MANAG	50,000.00	50,000.00	0.00	50,000.00		
		AFO01 Total						50,000	50,000	-	50,000
		EC013	OFFICE OF THE DIRECTOR	100071	INFORMATION TECHNOLOGY SERVICES - GEN	131,633.85	131,633.85	0.00	131,633.85		
				100154	PERFORMANCE AND STRATEGIC MANAGEMEN	100,613.00	100,613.00	23,236.65	77,376.35		
		EC013 Total						232,247	232,247	23,237	209,010
		EC072	EDUCATION AND OUTREACH BRANCH	300033	EDUCATION	110,563.05	110,563.05	27,145.09	83,417.96		
		EC072 Total						110,563	110,563	27,145	83,418
		EC073	LEGAL BRANCH	300034	LEGAL REPRESENTATION	124,305.78	124,305.78	29,454.76	94,851.02		
		EC073 Total						124,306	124,306	29,455	94,851
		EC074	POLICY BRANCH	300035	POLICY ADVOCACY	126,620.02	126,620.02	33,418.64	93,201.38		
EC074 Total						126,620	126,620	33,419	93,201		
1060 Total						643,735.70	643,735.70	113,255.14	530,480.56		
4015	FEDERAL PAYMENTS	AFO01	AGENCY FINANCIAL OPERATIONS DEPARTME	100173	DISTRICT RECOVERY PLAN	0.01	0.01	0.00	0.01		
		AFO01 Total						0	0	-	0
		EC072	EDUCATION AND OUTREACH BRANCH	300033	EDUCATION	228,393.94	228,393.94	57,472.13	170,921.81		
		EC072 Total						228,394	228,394	57,472	170,922
		EC073	LEGAL BRANCH	300034	LEGAL REPRESENTATION	283,286.12	283,286.12	53,103.60	230,182.52		
EC073 Total						283,286	283,286	53,104	230,183		
4015 Total						511,680.07	511,680.07	110,575.73	401,104.34		
Grand Total						4,685,256.45	4,685,256.45	919,751.42	3,713,979.32		

Note: the FY 2023 Budget and Program structure is based on what is in DIFS (the new Financial System implemented by the District).

FY22

No Enhancement requested

FY23

No Enhancement requested

Office of the Tenant Advocate (CQ0)
List of Reprogramming Actions

1) FY 2022

FY 2022 reprogramming and other budget adjustments are shown in the table below:

FY 2022 Revised Budget

Effective Date	Document No.	Description	Amount
10/1/2021	BA092221	Original (Approved) FY 2022 Budget	4,136,582.00
4/20/2022	BJSUPP01	FY 2022 Mid-Year supplemental budget approved by Council - Contingency payback for ARPA budget Authority - Eviction Prevention	511,680.00
6/13/2022	BJSUPP02	FY 2022 second supplemental budget reduction of ARPA funds.	(530,000.00)
9/30/2022	BJREPRO1	FY 2022 Year-End budget reprogramming to cover Districtwide deficits	(103,000.00)
9/30/2022	BJARPACL	FY 2022 reprogramming for return of unspent ARPA funds.	(253,200.72)
FY 2022 Revised Budget			3,762,061.28

2) FY 2023

There are no reprogramming actions for Local Funds in FY 2023 as of yet.

Office of the Tenant Advocate (C00)
Federal Funding from FY 2021 to FY 2023

FY 2021 - FY2022										
Approp Fund	Approp Fund Title	Fiscal Year	Program	Program Title	Activity	Activity Title	Budget	Revised Budget	Expenditures	Available Balance
0150	FEDERAL PAYMENTS	2021	3000	LEGAL REPRESENTATION	3015	IN-HOUSE LEGAL REPRESENTATION	0.00	0.00	0.00	0.00
			3000 Total				0.00	0.00	0.00	0.00
			5000	OTA EDUCATIONAL INSTITUTE	5010	OTA EDUCATIONAL INSTITUTE	0.00	0.00	0.00	0.00
			5000 Total				0.00	0.00	0.00	0.00
			2021 Total				0.00	0.00	0.00	0.00
		2022	3000	LEGAL REPRESENTATION	3015	IN-HOUSE LEGAL REPRESENTATION	260,730.01	36,408.07	36,408.07	0.00
			3000 Total				260,730.01	36,408.07	36,408.07	0.00
			5000	OTA EDUCATIONAL INSTITUTE	5010	OTA EDUCATIONAL INSTITUTE	149,760.00	102,561.22	102,561.22	0.00
			5000 Total				149,760.00	102,561.22	102,561.22	0.00
			2022 Total				410,490.01	138,969.29	138,969.29	0.00
Federal Funding Total							410,490.01	138,969.29	138,969.29	0.00

OTA received ARPA Funding in the amount of \$511,680 at the end of FY 2021. There was no spending as it was too late in FY21 and budget is reduced to zero. For FY 2022, OTA received \$410,490 in ARPA Funds. The agency was granted the \$511,680 from FY 2021 in the mid-year supplemental. The ARPA budget was then cut by \$530,000 in the subsequent FY22 supplemental.

FY 2023										
Approp Fund	Approp Fund Desc.	Fiscal Year	Cost Center	Cost Center Description	Program	Program Description	Original Budget	Revised Budget	Expenditures	Available Budget
4015	FEDERAL PAYMENTS	2023	EC072	EDUCATION AND OUTREACH BRANCH	300033	EDUCATION	228,393.94	228,393.94	57,472.13	170,921.81
			EC072 Total				228,393.94	228,393.94	57,472.13	170,921.81
			EC073	LEGAL BRANCH	300034	LEGAL REPRESENTATION	283,286.12	283,286.12	53,103.60	230,182.52
			EC073 Total				283,286.12	283,286.12	53,103.60	230,182.52
			2023 Total				511,680.06	511,680.06	110,575.73	401,104.33
Federal Funding Total							511,680.06	511,680.06	110,575.73	401,104.33

For FY 2023, OTA received \$511,680 in ARPA Funds. The agency has filled 4 of the 5 FTE's and is working to fill the remaining vacancy in the second quarter of FY23.

Agency Name

Office of the Tenant Advocate (OTA)

**Annual Freedom of Information Act Report for Fiscal Year 2022
October 1, 2021 through September 30, 2022**FOIA Officer Reporting Harrison J. Magy**PROCESSING OF FOIA REQUESTS**

1. Number of FOIA requests received during reporting period	4
2. Number of FOIA requests pending on October 1, 2021	1
3. Number of FOIA requests pending on September 30, 2022	0
4. The average number of days unfilled requests have been pending before each public body as of September 30, 2022	0

DISPOSITION OF FOIA REQUESTS

5. Number of requests granted, in whole	1
6. Number of requests granted, in part, denied, in part	1
7. Number of requests denied, in whole	2
8. Number of requests withdrawn	0
9. Number of requests referred or forwarded to other public bodies	0
10. Other disposition	1

NUMBER OF REQUESTS THAT RELIED UPON EACH FOIA EXEMPTION

11. Exemption 1 - D.C. Official Code § 2-534(a)(1)	0
12. Exemption 2 - D.C. Official Code § 2-534(a)(2)	3
13. Exemption 3 - D.C. Official Code § 2-534(a)(3)	
Subcategory (A)	0
Subcategory (B)	0
Subcategory (C)	0
Subcategory (D)	0
Subcategory (E)	0
Subcategory (F)	0
14. Exemption 4 - D.C. Official Code § 2-534(a)(4)	0
15. Exemption 5 - D.C. Official Code § 2-534(a)(5)	0

16. Exemption 6 - D.C. Official Code § 2-534(a)(6)	
Subcategory (A).....	0
Subcategory (B).....	0
17. Exemption 7 - D.C. Official Code § 2-534(a)(7).....	0
18. Exemption 8 - D.C. Official Code § 2-534(a)(8).....	0
19. Exemption 9 - D.C. Official Code § 2-534(a)(9).....	0
20. Exemption 10 - D.C. Official Code § 2-534(a)(10).....	0
21. Exemption 11 - D.C. Official Code § 2-534(a)(11).....	0
22. Exemption 12 - D.C. Official Code § 2-534(a)(12).....	0

TIME-FRAMES FOR PROCESSING FOIA REQUESTS

23. Number of FOIA requests processed within 15 days.....	5
24. Number of FOIA requests processed between 16 and 25 days.....	0
25. Number of FOIA requests processed in 26 days or more.....	0
26. Median number of days to process FOIA Requests.....	15

RESOURCES ALLOCATED TO PROCESSING FOIA REQUESTS

27. Number of staff hours devoted to processing FOIA requests.....	7
28. Total dollar amount expended by public body for processing FOIA requests.....	\$337.49

FEEES FOR PROCESSING FOIA REQUESTS

29. Total amount of fees collected by public body.....	\$0.00
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PROSECUTIONS PURSUANT TO SECTION 207(d) OF THE D.C. FOIA

30. Number of employees found guilty of a misdemeanor for arbitrarily or capriciously violating any provision of the District of Columbia Freedom of Information Act.....	0
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QUALITATIVE DESCRIPTION OR SUMMARY STATEMENT

Pursuant to section 208(a)(9) of the D.C. FOIA, provide in the space below or as an attachment, “[a] qualitative description or summary statement, and conclusions drawn from the data regarding compliance [with the provisions of the Act].”

All requests processed in FY 2022 were submitted via FOIA Xpress. Accordingly, unlike in past years, otherwise unnecessary time and resources did not have to be expended "transferring" the request into FOIA Xpress. Nonetheless, this problem could be avoided entirely if requesters were required to submit requests via FOIA Xpress.

The BEAT by the

OFFICE OF THE TENANT ADVOCATE

2020-2021 Annual Report

OTA.dc.gov

Overcoming the Odds—Outreach During a Pandemic

Despite the inherent challenges presented by the COVID-19 pandemic to the Education & Community Outreach Branch's (E&O) core mission of fostering community engagement, the Office of the Tenant Advocate (OTA) enhanced its presence throughout the District to reach the greater DC tenant community. E&O expanded on existing frameworks to engage tenants on- and off-line through unique and cost-effective methods. Recognizing the possibility that the pandemic could continue longer than expected, E&O immediately transitioned to virtual settings, began to publish online tutorial videos, sought out community partners to serve as "force multipliers," and explored unique avenues to get OTA's message directly to District of Columbia tenants.



Strategically placed signs at COVID-19 testing sites in DC.

LOW-COST, HIGH-VISIBILITY METHODS OF CONNECTING WITH TENANTS

As the Public Health Emergency (PHE) continued to drag along, E&O's first challenge was simply reaching the District's tenant community. Simultaneously, the DC Council was exploring how to amend existing laws to ease the increasing financial burden on so many tenants. Among the important legislation approved by the Council was the prohibition of rent increases and evictions during the PHE. OTA's message had to be informative, direct, reassuring, and cost-efficient.

Continued on page 2



OTA attended in-person events to meet tenants face-to-face.

Finding a New Normal

Two years ago, in the early months of 2020, the nation heard of the announcement of a strange "New Normal," one that would drastically change the way we go about handling almost everything in our lives, even the way we greet our families and coworkers. Soon thereafter, every aspect of our lives was tossed into a state of change, and with that state of change, everyone was indeed forced into the New Normal.

When I look back on these epic times, I think about the suddenness of what has happened. After we were first told that it was safe to move around, I made a brief return to the office. As I strolled up and down the corridors and peeked into each office, I truly understood how much of an impact the pandemic had on all of us at the Office of the Tenant Advocate (OTA). Books and binders lay open on busy desktops, packages were strewn about unopened, and plants drooped, giving one the feeling that we had all disappeared into thin air at the drop of a hat.

In the months before the word COVID entered our everyday vocabulary, I had been a party to conversations regarding whether to incorporate telework into OTA's day-to-day operations. Now telework has become a part of the New Normal. I was no longer able to greet each employee to ask about family and friends; I could no longer give someone who had done an outstanding job a high-five or hug. No, from that day up to today, OTA operations have been conducted long-distance—that is, virtually. Nor was that term "virtually" a part of our everyday vocabulary, but now it is another accepted norm. It

took time to get used to using new-fangled modes of communication (like Webex, Zoom, and Teams). As much as the mind and body may resist the notion, for much of the past couple of years, it seemed "virtually" was the only way it was possible to talk to someone.

But as time has meandered on, I have learned that this new mode of working—teleworking—has added benefits to both our workforce and OTA's customers, and it has helped us to make significant leaps in defining how we work. To my



Johanna Shreve, Chief Tenant Advocate for the District of Columbia

ultimate surprise, I discovered that my earlier apprehensions regarding telework were truly unfounded because despite the overwhelming nature of the daily workload, the staff was handling everything that came its way, not missing a beat.

Yes, we had stared down this New Normal and had found a new rhythm in handling the day in and day out business of serving the District's tenant community. We had found new methods and means to ensure that every call made to the Agency was still being answered within a 24-hour period, despite having to handle exponentially more

calls. We may not be the military, but we are soldiers in our "public service" mission. We are committed to ensuring that our statutory mandates are completed without a "hitch in our git-along."

Whether we are responding to a client's legal concerns or hotline questions, educating tenants and tenant associations about their rights, pursuing our policy goals, or connecting displaced residents to emergency housing, we have remained consistent, dedicated, and committed to serving renters throughout the District of Columbia.

We have expanded and strengthened our interagency relationships with those responsible for ensuring that deserving tenants receive emergency financial assistance, and we have maintained an excellent repository of data that assists those who call upon us. We are clear in what our role is, and we are focused on ensuring that our role complements, rather than impedes, the role of our valued partners. In so doing, we maintain our commitment to be the best that we can be in all instances!

This year's Annual Report is a compilation of our efforts over the past two fiscal years, 2020-2021. As you read through this document, I hope you will be as amazed as I have been at the results the OTA team has achieved while continuing to perform its duties seamlessly.

I wish to thank all the dedicated men and women who work with me for their tireless efforts, regardless of the demands placed upon them.

I love them all. I close with this thought: "What do we live for, if not to make life less difficult for each other?" – George Eliot



OTA's Branches Work Together to Support DC Tenants

As the saying goes, teamwork makes the dream work!

OTA's commitment to excellence encouraged staff to work across agency Branches to help tenants through these challenging times. By supplying the Policy Branch with frontline reports of tenants' COVID-19-related concerns, the Legal Branch enabled OTA to make informed policy recommendations to the Council of the District of Columbia.

The Legal Branch also provided technical assistance to the Policy Branch as they prepared comments for the Rental Housing Commission's revisions to Title 14 of the DC Municipal Regulations. In return, the Policy Branch kept the Attorney Advisors and Case Management Specialists in the Legal Branch current on the latest of the multitudinous legislative changes and Mayoral Orders, ensuring that OTA was continually providing tenants with clear, current, and correct information about their rights.

Similarly, the Education and Outreach Branch worked with the Legal Branch and the Policy Branch to create new educational content to address tenants' most common questions and most pressing needs. The Education and Outreach Branch also kept the Legal Branch informed of the latest information relating to rental assistance provided by the STAY DC program, the Emergency Rental Assistance Program, and other governmental programs. The success of these collaborations led to stronger tenant laws and regulations, and better empowered tenants.



OTA distributed more than 7,500 flyers at food distribution locations.

Conozca sus derechos de vivienda

¿Tiene miedo a que puede pasar cuando se declare el fin de la emergencia de salud pública? ¿Quiere saber más sobre los recursos para inquilinos en DC?

Acompáñenos para una charla virtual con la Oficina del Defensor del Inquilino (OTA). Se va a hablar sobre los derechos de inquilino, lo que va a pasar cuando se declare el fin de la emergencia de salud pública y los recursos disponibles en el Distrito.

sábado, 24 de abril
10 AM
tiny.cc/OTACARE21

También puede marcar (301) 715 8592 y la clave 820 9674 3447

GOVERNMENT OF THE DISTRICT OF COLUMBIA
MURIEL BOWSER, MAYOR

UNIDOS US

OFFICE OF THE TENANT ADVOCATE
PUTTING PEOPLE FIRST.

禁止
在公共卫生紧急状态期间
驱逐租户

在 COVID-19 公共卫生
紧急状态结束后 30 天内
禁止
上涨租金

有关租户权利的更多信息, 请联系
租户安置办公室

(202) 719-6560 **WE ARE DC** www.ota.dc.gov



OTA partnered with other COVID-19 testing sites.



Transit ads were visible across the District.

INFORMATIONAL SIGNS

“From existing infrastructure to OTA force multiplier”

DC Department of Health (DOH) COVID-19 testing sites began appearing throughout the city. OTA's E&O team reached out to DOH about partnering with OTA. By capitalizing on existing DOH infrastructure, we minimized costs and reached tenants directly. After visiting all the mass-testing sites, three locations were selected for OTA's use. By April 2021, we had strategically placed OTA informational stand-alone signs at three of the most visited mass-testing sites in the District of Columbia [Judiciary Square, MLK Ave, UDC].

Due to the dynamic nature of the pandemic, the Council amended tenant-related District laws on several occasions, modifying dates and/or other requirements. E&O found creative, adaptive, and low-cost methods to provide tenants accurate and up-to-date information as legislation evolved. In one instance, the solution was to print bumper stickers with the word MOST placed on our original signs to accurately inform the public about the public safety and willful/wanton exception to the eviction moratorium. As DOH mass-vaccination sites began to appear, OTA transitioned our messaging on several of the informational signs to these locations for the duration of their use as vaccination centers.

Once the mass-testing and vaccination locations were repurposed, we transitioned to new locations by partnering with the Department of Parks and Recreation and DC Public Libraries. Currently, OTA informational signs can be found at certain recreation centers and public libraries.

households in DC. One such monthly decision is deciding whether to pay rent or buy food.

Cognizant of this difficult choice, E&O partnered with community-based food distribution organizations during the PHE to disseminate over 7,500 OTA informational flyers to individuals and households experiencing housing and food insecurity. The message on OTA's informational flyers was succinct and clear: no rent increases or evictions were permitted during the PHE. The flyers also provided contact information for tenant resources, including legal and social services, and encouraged tenants in need to apply for rental assistance.



Partnerships with organizations like DC Central Kitchen, Capital Area Food Bank, and Feed the Fridge were vital to ensure we reached tenants who were the most in need. The flyers were drafted and printed in English, Spanish, Amharic, and Mandarin. In addition, we canvassed local businesses, churches, and community centers in Wards 1, 4, 5, 7, and 8 and distributed flyers in the community.

SOCIAL MEDIA

In FY 2021, E&O also expanded its social media presence by nearly 10-fold, growing the number of followers on Facebook, Twitter, and YouTube as more sharable content was produced. Through the use of social media engagement, E&O was able to broadcast events, classes, and presentations; crowd-source for recommendations; and respond to inquiries for help. For those tenants who use social media, OTA's presence is obvious and valuable.

BUS ADVERTISEMENTS

OTA also purchased advertisements that ran throughout the District on Washington Metropolitan Area Transit Authority buses. To be most effective, OTA's advertisement had to be (much like the flyers and stand-alone signs) informative and straight-forward. Again, E&O

asked OTA's policy and legal branches to assist by identifying the most common questions they received during the PHE. The resulting three advertisement designs were unique and stated the following: (1) I'm worried about being evicted; (2) My landlord won't make the necessary repairs; and the catch-all (3) Can my landlord do that? Rather than using very graphically involved advertisements, we kept it simple with three distinct, easily relatable emoji faces alongside their corresponding questions.

VIRTUAL EVENTS

The utility of virtual events and presentations became immediately clear during the pandemic and E&O capitalized on them to reach a wider audience. During FY 2021, E&O gave 88 virtual presentations to tenants and tenant associations on issues ranging from pandemic-related legislative changes and housing code violations to our monthly renters' rights class.

In addition, E&O presented at 15 different Advisory Neighborhood Commission (ANC) meetings across all 8 wards to speak with Commissioners about OTA, thus enlisting them as credible messengers helping disseminate OTA's mandate and services.

TENANT ASSOCIATIONS

As the PHE ended and the end of the tolling of the Tenant Opportunity to Purchase Act (TOPA) notices neared, we saw an increase in tenant inquiries about TOPA and tenant associations. As a result, E&O updated our list of active tenant associations and began assisting groups of tenants to form tenant associations to exercise pending TOPA rights and to address issues with management.

Since the end of the tolling of TOPA notices, E&O has assisted tenants in 16 buildings begin the process of forming a tenant association by providing training, technical guidance, and follow-up services. E&O has participated in

31 tenant association-related presentations and events, both in-person and virtually, aimed at helping tenants organize effectively and efficiently. In addition, we are expanding our catalogue of tenant association-related classes to include the following: (1) Tenant associations, where to begin; (2) Tenant associations, a framework for sustainability; (3) Tenant associations' best practices; and (4) TOPA 5+ unit housing accommodation.



TUTORIAL VIDEOS

Rapidly evolving laws and changing legal landscapes necessitated quick answers to common tenant inquiries, especially as OTA's legal branch faced an increase in the number of daily intakes. In response, E&O created tutorial videos aimed at achieving two goals, (1) to provide tenants with accurate on-demand answers to their most-asked questions, and (2) to assist the legal branch by providing educational materials and resources for them to direct clients to review as appropriate.

E&O identified the topics of interest and researched and drafted the text of each tutorial. In collaboration with OTA's legal and policy branches, the tutorials were reviewed for legal accuracy and factual sufficiency. Once the "scripts" were approved by all OTA components, the graphics were included. Although the viewer only sees the final product, these tutorials require a team effort involving OTA legislative counsels, attorney-advisors, and program analysts. Altogether, the videos have been viewed almost 1,000 times on YouTube as we continue to promote their use.

Continued page 4



FLYER DISTRIBUTION

“People helping people: Getting our message to those most in need”

The COVID-19 pandemic exacerbated difficult monthly financial decisions related to the cost of housing faced by individuals and

and 303 families in fiscal year 2021. There were challenges over the past 2 years that we had not seen before including, but not limited to, the temporary closing of some hotels and understaffing at others, leading to the hotels not using all their unoccupied rooms. Even with the challenges, the agency hasn't skipped a beat. We have managed to stay afloat and meet the needs of our tenants and plan to keep going strong. "Thanks for everything, Tamela. We know we can always count on you." – Eustace Senhouse Homeland Security and Emergency Management Agency.



DC Fire and EMS responded to the 2100 Block of 15th Street SE. Fifteen adults and a turtle were displaced.



Like the Energizer Bunny – We Keep Going!!

Making Sure Fire/Closure Victims Were Taken Care of During the Pandemic

The Office of the Tenant Advocate has a temporary emergency housing assistance staff that works around the clock to ensure that the tenants of the District of Columbia who find themselves displaced by fire or government closure have a safe, comfortable place to stay to allow them to focus on locating housing alternatives when needed. Working with the American Red Cross, Homeland Security and Emergency Management, Department of Consumer and Regulatory Affairs, and a host of other District agencies, the emergency housing division was able to assist 390 families in fiscal year 2020

OTA Assists Record Number of DC Tenants During the Pandemic

What Were Tenants Asking?

The graphs below show the five most common issues encountered in these past two fiscal years. However, these graphs do not capture the full picture of most frequently asked questions. After March 2020, almost all the questions asked by tenants were related to COVID-19 in one way or another. For example, the eviction moratorium precipitated questions regarding evictions, notices to vacate, and tenant-versus-tenant complaints (such as noise created by a neighbor).

Likewise, questions about rent increases and late fees required staff to explain the rent increase freeze and the late fee prohibition. The tolling of the Tenant Opportunity to Purchase Act (“TOPA”) tenant deadlines also led to many TOPA questions even though TOPA transactions could not be completed without tenant consent until after the PHE ended. COVID-19 also increased the number of tenants concerned about any changes to the law regarding housing providers and maintenance workers entering units, which relates to issues like housing provider entry, repairs for housing code violations, and showing units for re-renting or sale. (There were no changes.) Tenants needing to work from home and quarantining or isolating at home led to more questions about amenity fees for unavailable amenities, reductions in services and facilities, and construction noise. Even with lease issues, one of our most common topics—COVID-19—came up in a number of contexts, e.g., (1) when universities initially shifted

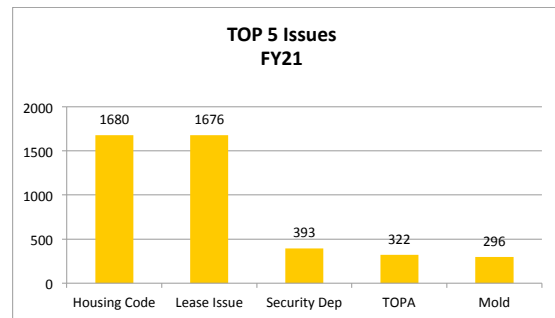
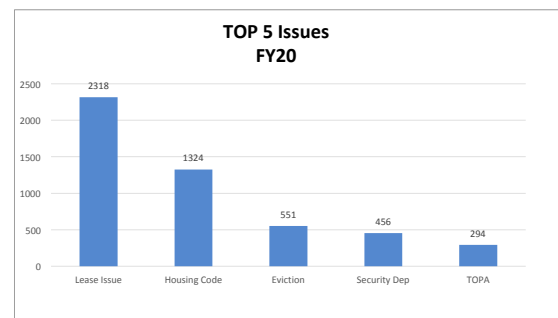
to remote learning, many students wanted to break their lease under a frustration-of-purpose defense, (2) renters who lost their jobs wanted to break their lease to return to their home states, and (3) at the end of facial lease terms, tenants were frequently limited to continuing tenancies on a month-to-month basis because landlords were reluctant to sign a year-long lease renewal during the rent-increase freeze.

In FY 2020, the most common issues reported by tenants were (1) lease issues; (2) housing code violations; (3) evictions; (4) security deposits; and (5) TOPA. Lease issues include questions about the legal meaning of lease terms, utility payment responsibilities, and basic tenant rights. Common housing code violations include bed bugs, rodents, pests, water damage, and malfunctioning appliances. (The OTA initially included mold questions in the housing code violations category, but subsequently added mold as a separate category due to an uptick in specific mold questions.) Evictions can come up in several contexts, e.g., tenant fears of eviction due to non-payment of rent, verbal threats of self-help eviction, actual wrongful eviction, receipt of a written notice to vacate, or court proceedings. Questions on security deposits are usually about disputes over the housing provider withholding the security deposit, or the housing provider’s failure to return the security deposit by the regulatory deadlines. However, there were several other common security deposit issues.

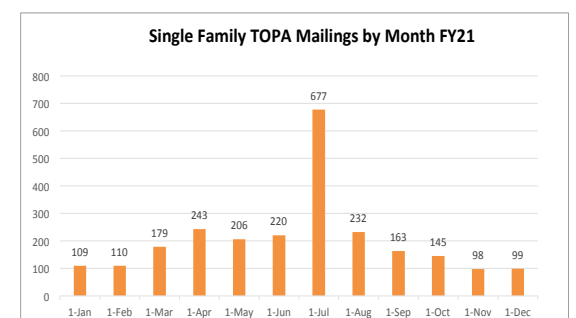
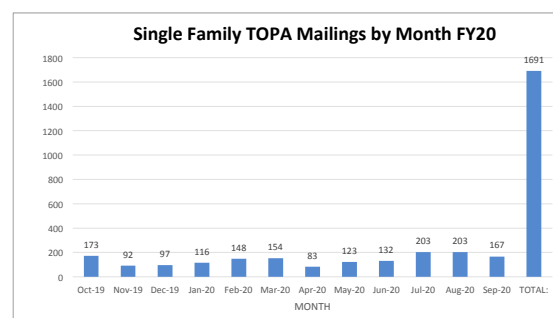
OTA frequently was asked about “rolling” security deposits, i.e., paying the previous tenant back their security deposit and assuming prospective responsibility, the effect of roommate swaps, and the rules governing interest accrual on security deposits. TOPA also was a hot topic after the passage of PHE legislation, with its tolling of tenant timelines. For tenants in buildings with five or more units, some tenant associations were at the beginning of the TOPA process and wondering how they could organize effectively while staying safe, some were in the middle of negotiations and grateful for more time, and others were at the end of the process and wanted to be able to complete it. In single-family homes and 2- to 4-unit buildings, tenants were afraid of the economic pressures of COVID-19 and that a “hot” housing market would force their housing provider to sell; they wanted to understand the TOPA process better and the risks of possible displacement.

In FY 2021, the most common issues reported by tenants were: (1) housing code violations; (2) lease issues; (3) security deposits; (4) TOPA, and; (5) mold. Anecdotally, OTA staff also reported a high number of rent increase questions, questions about eviction cases that had been stayed during the PHE and subsequently restarted after the eviction moratorium ended, questions about notices to vacate for violation of a lease obligation and/or danger to persons or property, and many questions about various rental assistance programs.

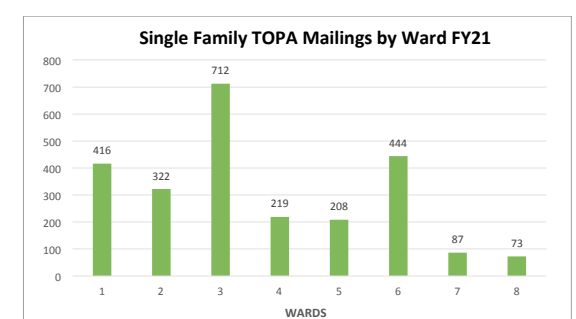
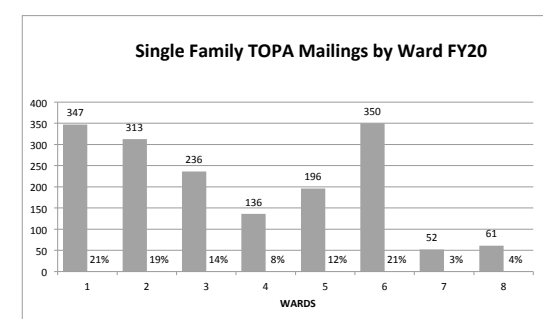
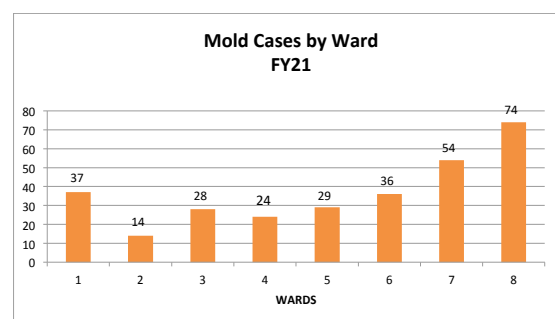
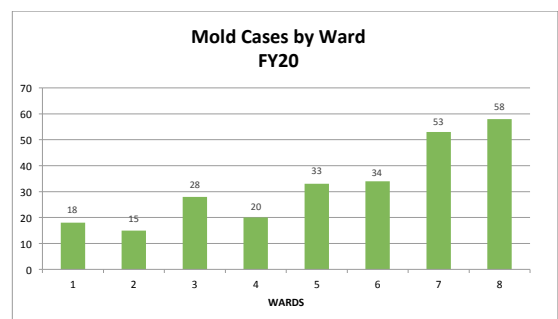
OTA received a total of 5,407 new intakes in FY 2021 through the brief services section of its legal branch. These figures do not include additional intakes received electronically through the ATD (“Ask the Director”) portal of OTA’s website. The two primary issues in FY 20 and FY 21 were housing code matters and lease issues, with 1,680 and 1,676 new intakes, respectively (see below). We also received 393 security deposit matters, 322 TOPA questions, and 296 mold complaints to round out the top 5 issues of FY 21.



The charts below detail the number of single-family TOPA filings by month and ward in FY 20 and FY 21.



The following charts lay out the distribution of mold complaints throughout the different wards in FY 20 and FY 21.



OTA Shines a Spotlight on Favorable Court Decisions

On a weekly basis, the DC Court of Appeals circulates a compendium of its unpublished Memoranda Opinions and Judgments (“MOJs”). These unpublished opinions do not have precedential value and, with very few exceptions, cannot be cited in briefs or motions in any DC court, even though they may provide important guidance as to how the courts view an issue. However, an unpublished opinion can be converted into a citable opinion if someone files a motion within 30 days after issuance of the opinion, persuading the court that the decision needs to be fully citable because it creates new law, decides an important issue, or interprets a statute or concept that has yet to be reviewed.

Attorney Advisor Harrison Magy reviews the weekly compendium for OTA. When he identifies a case that could be significant for the tenant community, he alerts the General Counsel, the Legislative Director, and the Chief Tenant Advocate. Upon their approval,

he files a motion on behalf of OTA explaining why publication is merited and requesting that the unpublished opinion be published.

In FY 2021, Mr. Magy successfully moved for publication of the case Pourbabai v. Bednarek, 250 A.3d 1090 (DC May 13, 2021). With that case published, there is now binding precedent for awarding treble damages in a security deposit dispute where the housing provider attempts to substantiate withholding a security deposit using forged documentation.

Currently, OTA has a motion pending before the Court on the publication of the case Sizer v. Lopez-Velasquez, No. 19-CV-565, Mem. Op. & J. (DC Dec. 20, 2021). If published, that case will be the first precedential DC Court of Appeals decision addressing a housing provider’s duty to mitigate a tenant’s damages after the early termination of a lease since the enactment of legislation in 2017 clarifying that a housing provider does have a duty to mitigate.

The Legal Branch Helps Tenants Navigate Changing Court Procedures: E-filing, Remote Hearings, and More

All DC Courts—administrative and judicial—responded to the pandemic by shifting away from in-person filings and appearances, instead relying on email, electronic filing, and phone and video conferencing to keep the wheels of justice turning. OTA’s Legal Branch was at the forefront of this change as attorney advisors continued to represent tenants through remote court appearances and mediations. The attorney advisors also taught self-represented tenants how to file emergency motions to stop eviction, how to submit tenant petitions, and how to lodge TOPA complaints by email. The attorney advisors also talked tenants through how to file complaints electronically (“e-filing”) with the DC Superior Court Small Claims Branch and the DC Superior Court Housing Conditions Calendar. In addition, legal branch staff also answered tenant questions about how to use Webex (as used by the court) to appear by video or by phone for court hearings.

OTA notes that remote hearings have been a boon for accessibility for tenants with a disability, tenants with work obligations, and tenants with childcare issues. Although e-filing and filing by email can be more difficult for elderly tenants and tenants with limited internet access, tenants by and large appreciated the ability to email motions for an emergency stay of eviction proceedings. (Even tenants without the foregoing challenges found the changes to be substantially more convenient than prior to COVID-19 when an in-person appearance was ordinarily required.)

**Can my landlord do that?
What should I do?**



**Call the DC Office of the Tenant Advocate.
FREE legal services provided to District tenants.
202-719-6560 • ota.dc.gov • @OTAatDC**



Strengthening Tenant Protections During the Pandemic and Beyond

One of the agency’s core missions is to serve as a voice for the tenant community in each branch of District government. The District’s system of tenant protections is strong compared to most other jurisdictions, yet gaps in the tenant protection laws — or in how they are implemented or interpreted — continually arise. The policy branch works closely with government and community partners to identify and fill these gaps. It engages in wide-ranging policy and litigation consultations, develops Council testimony, comments on proposed regulations, files *amicus curiae* briefs with the courts, and provides stakeholders with policy forums and information.

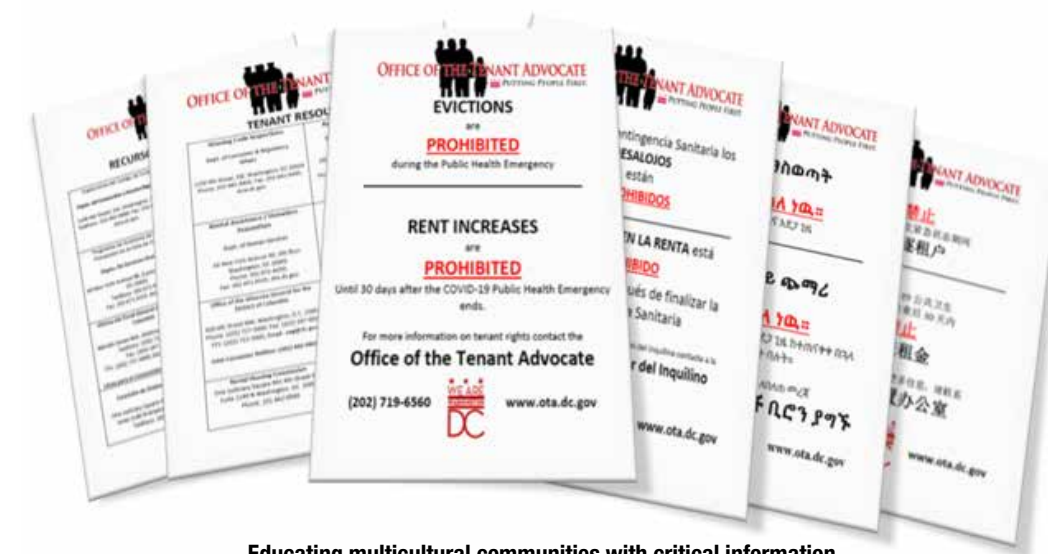
LEGISLATION

Pandemic-related tenant protections

The COVID-19 pandemic affected District renters in myriad ways. Many renters were directly threatened with eviction due to a job loss or reduced income, while others feared that the next rent increase would put them in the same precarious position. Still, others couldn’t exercise their TOPA rights due to the need to “socially distance” and the risk of infection associated with in-person organizing. The OTA heard these and a host of other COVID- related tenant concerns in the earliest days of the pandemic—and it responded to these concerns by sending a package of tenant protections to the Mayor and to the Council to include in the District’s pandemic-response legislation.

While not all the OTA’s proposals were enacted, many were,¹ including:

- A freeze on evictions, on landlord filings of eviction actions in court, and notices to vacate.
- A freeze on rent increases.
- A pause on tenant notices of intent to vacate so that tenants could change plans and stay in place for the duration of the health crisis.
- Pauses on deadlines for tenants to exercise their rights under TOPA and the Rental Housing Act.



Educating multicultural communities with critical information.

The OTA then testified at several Council roundtables regarding the need for these and other pandemic-related tenant protections.²

Eviction Protections; Eviction Record Sealing; Tenant Screening.

The OTA also urged the Council to enact longer-term eviction protections—including prohibiting tenant evictions where the landlord lacks a basic business license or, in nonpayment cases, where the tenant owes less than \$600. And the OTA joined the fight against tenants being unfairly denied access to rental housing due to a single eviction action on their court record, regardless of the outcome of the case. As a result, the Council enacted emergency and temporary “Fairness in Renting” legislation,³ that included not only the eviction protections but also eviction record sealing and tenant screening protections. Permanent legislation is now pending at the Council.⁴

Rent Control

The affordability of rent control units and the program’s viability continued to be a top OTA priority. Accordingly, the Branch closely consulted with the Council to enact moratoria on Voluntary Agreements (VAs) and Certificates of Assurance (COAs)—two provisions of the law that are at odds with the

purpose of rent stabilization. The VA gives landlords a largely unregulated vehicle to increase rents to exorbitant rates, effectively reducing the district’s stock of rent control housing. For example, using the VA, a landlord can get the required 70 percent of tenants in the building to agree to increase the rents for all units by promising not to impose the increases on current tenants. But too often, these same tenants later suffer second-class citizenship, as the landlord tends to the needs of more recent tenants who pay higher rent. In addition, under a COA, exempt unit owners are entitled to huge tax subsidies if the building ever becomes subject to rent control. This cripples the Council’s ability to expand rent control to deal with the district’s ongoing affordable housing crisis and further protect moderate and lower-income renters. The Chief Tenant Advocate is pleased that the Council enacted temporary moratoria on both VAs⁵ and on COAs,⁶ and will continue to urge the Council to repeal these provisions permanently.

The OTA also advocated⁷ for reducing the standard annual rent increase to reflect increases more fairly in landlords’ actual average costs; expanding the rent control housing stock by shortening the new construction exemption; tightening requirements for housing provider petitions; eliminating the excessive 20% vacancy rent increase; and requiring landlords to maintain replacement reserve accounts for

significant building needs before resorting to a housing provider petition.

REGULATIONS

Rental Housing Commission’s “RHC” Revised Rental Housing Act Regulations

On December 31, 2021, the RHC’s revision of the implementing regulations for the Rental Housing Act took effect. The first major revision in 35 years, this rulemaking is a milestone for the rental housing community⁸ — and for the OTA who had participated in inter-agency consultations dating back to 2016. It addresses some long-standing concerns, including (1) “*de facto*” rent ceilings that violate the Council’s 2006 abolition of rent ceilings, and (2) certain unfair practices regarding housing provider petitions.

The OTA also commented on other regulatory matters affecting the affordability of rental housing in the District, including: (1) the Dept. of Energy & Environment’s Building Energy Performance Standards (BEPS); (2) DC Water’s Multifamily Assistance Program; (3) the Dept. of Consumer and Regulatory Affairs’ Short-Term Rental Regulations, and the U.S. Dept. of Housing and Urban Development’s Affirmatively Furthering Fair Housing rules. In addition, as a member of the Property Maintenance Technical Advisory Group (PM-TAG) of the Construction Codes Coordinating Board (CCCB), the OTA will continue to advocate for improvements in the regulations that most directly impact where tenants live.

LITIGATION

In July 2021, the OTA submitted a brief in a case on appeal to the RHC about the rent control statute of limitations.⁹ The landlord failed to give the tenant a required rent increase disclosure, causing the tenant’s vacancy rent increase challenge to be untimely. The OTA argued that the doctrine of “equitable tolling” prevents the landlord from using the statute of limitations to evade the challenge. A decision in the case is pending.

FOOTNOTES

¹ See Act 23-247, Act 23-317, Act 23-326, Law 23-130, Act 23-332, Act 24-30, Law 24-9, Act 24-67, Act 24-125, Law 24-39, Act 24-178, and Act 24-231.

² “Tenant Protection and Eviction Prevention” (Committee on Housing and Executive Administration, September 14, 2020); “Examining the District’s Legislative Prohibition on Evictions During the COVID-19 Pandemic” (Committees on Judiciary and Public Safety, Housing and Executive Administration, and Human Services; February 4, 2021); “An Equitable End to Safety Net Protections Put in Place During the COVID-19 Pandemic” (Special Committee on COVID-19 Pandemic Recovery, May 21, 2021).

³ “Act 23-497, the “Fairness in Renting Emergency Amendment Act of 2020;” Law 23-255, the “Fairness in Renting Temporary Amendment Act of 2020;” Act 24-186, the “Fairness in Renting

Emergency Amendment Act of 2021;” and Act 24-226, the “Fairness in Renting Temporary Amendment Act of 2021.”

⁴ Bill 24-96, the “Eviction Record Sealing and Fairness in Renting Amendment Act of 2022”

⁵ Law 23-246, the “Voluntary Agreement Moratorium Emergency Amendment Act of 2020” (testimony before the Committee on Housing and Executive Administration on September 24, 2020)

⁶ Act 23-454, the “Certificate of Assurance Moratorium Emergency Amendment Act of 2020;” Law 23-173, the “Certificate of Assurance Moratorium Temporary Amendment Act of 2020;” Act 24-130, the “Certificate of Assurance Moratorium Extension Emergency Amendment Act of 2021” and Law 24-33, the “Certificate of Assurance Moratorium Extension Temporary Amendment Act of

2021” (testimony before the Committee on Housing and Executive Administration on September 14, 2020).

⁷ Bill 23-873, the “Rent Stabilization Program Reform and Expansion Amendment Act of 2020; Bill 23-877, the “Substantial Rehabilitation Petition Reform Amendment Act of 2020;” Bill 23-877, the “Substantial Rehabilitation Petition Reform Amendment Act of 2020;” and Bill 23-972, the “Hardship Petition Reform Amendment Act of 2020” (testimony before the Committee on Housing and Executive Administration on September 24, 2020, and November 16, 2020).

⁸ Rulemakings published 8/2/19; 11/20/20; and 8/20/21.

⁹ *Cambridge House Enterprises v. James Nimri* (Case No. 2018-DHCD-TP 30,999).

Overcoming the Odds ... Continued from page 2

LOW-cost, HIGH-visibility interactions help OTA maintain connection to tenant network despite pandemic

With the annual Tenant Summit made impossible due to the pandemic, OTA replaced the event with a plethora of virtual substitutes, including stakeholder presentations, monthly trainings, ANC meeting appearances, and tutorial videos.

Though OTA’s Annual Tenant Summit was cancelled this year, we held a virtual summit with a panel of experts to discuss the ramifications of pandemic legislation on renters facing financial hardship. The panelists, including DC Councilmember staff, representatives from Landlord & Tenant Court, the US Marshalls Service, STAY DC, and DC Legal Aid, discussed current conditions regarding the evictions process and how the courts have adapted to the pandemic.

In addition, we hosted “Let’s Talk,” a virtual discussion with guest speakers including experts from the Department of Behavioral Health, the Office of the Attorney General, and the OTA to discuss topics involving changing neighborhoods. The panelists discussed the use of marijuana in residential rental units, how to help a neighbor showing signs of mental illness, and stigma associated with housing vouchers in the District of Columbia. These virtual events were produced and streamed live on YouTube, Facebook, and Zoom, and the recordings remain available to watch on our YouTube page.

As in-person restrictions changed, E&O took advantage of the less restrictive moments and began to participate in in-person events, distributing educational materials and flyers and informing tenants about their rights and OTA’s services.

During FY 2021, OTA’s E&O team attended 56 in-person outreach events, including tabling, booths, and community events. Some of the highlights included the Far Southeast Collaborative Community Resource Fair, the Woodbury Tenant Association Community Fair, Cardozo Family Fun Event, the Department of Parks and Recreation’s Roving Leaders Day, Carver-Langston Family Day, Art All Night, the Department of Energy and the Environment’s Energy Efficiency Day, various Department of Aging and Community Living Fairs, and a DPW Roll-off Event. E&O also attended several STAY DC outreach events in partnership with the Department of Housing and Community Development (DHCD), which allowed us to speak with tenants directly, answer questions, and provide real-time assistance. Lastly, OTA’s E&O team also coordinated two in-person classes for the DC African diaspora.

MOVING FORWARD

OTA’s Education & Community Outreach team has accomplished a lot during these difficult times; however, we recognize that we need to do more. Our current priorities as the PHE moratoriums sunset are to: (1) expand our tenant association outreach and educational services; (2) increase our educational materials on evictions and eviction prevention; and



OTA partnered with other agencies, such as DC Public Libraries.

(3) find more community partners to help us disseminate the important work OTA does for District of Columbia tenants.

The E&O team plans on expanding our tenant association services by starting a Tenant Association Peer Mentorship Program, and eventually develop a Tenant Association Certification Program. We believe that tenants who know their rights and are organized are far better situated than those who are not. Simply put, tenants are in a better position to challenge unlawful rent increases and/or demand housing code violations be abated when there is a collective of tenants working as one. Our aim is to increase the overall number of TAs in DC and help improve the quality of life of those tenants.

Evictions are now permitted; however, due to the pandemic and related legislative amendments, E&O has noted confusion among tenants regarding the applicable law. Our eviction-prevention efforts will include tutorial videos on landlord requirements to file for an eviction, tenant defenses to eviction, as well as a two-part tutorial on the judicial process. Once the videos are complete, we will disseminate them through OTA’s social media accounts, credible messengers, tenant associations, and ANC meetings and other events to reach as many tenants as possible.

This year presented unique challenges that inspired quick action and thoughtful consideration of all avenues to reach the greater District of Columbia tenant community.

**DISTRICT OF COLUMBIA
RENTAL HOUSING COMMISSION**

CAMBRIDGE HOUSE ENTERPRISES,

Housing Provider/Appellant.

v.

JAMES NIMRI,

Tenant/Appellee.

Case No. 2018-DHCD-TP 30,999

In re: 618 A St., SE, Apt. 21

**BRIEF OF AMICUS CURIAE FOR THE OFFICE OF THE TENANT ADVOCATE IN
SUPPORT OF TENANT/APPELLEE**

Pursuant to the Commission’s May 7, 2021 Scheduling Order permitting the Office of the Tenant Advocate (“OTA”) to file an *amicus curiae* brief, the OTA hereby submits its Brief of *Amicus Curiae* in Support of Tenant/Appellee, James Nimri (“Mr. Nimri”).

The issue presented is whether the ALJ's decision that the statute of limitations set forth in D.C. Code 42-3502.06(e) does not bar a challenge to a rent increase implemented more than three (3) years before the filing of the instant tenant petition is correct. Housing Provider’s Motion to Certify August 31, 2018 Order for Interlocutory Appeal, September 7, 2018.

This case presents a unique set of facts that distinguishes it from the facts presented in Commission precedent, yet that precedent squarely supports OAH’s ruling on the matter of law at issue. To decide this issue, the Commission needs to determine only whether the facts on the record warrant the equitable tolling of the statute of limitations where the Housing Provider:

1. Took a 64 percent rent increase while the Unit was vacant¹ -- over twice the maximum amount allowed for any vacancy increase at that time;

¹ This was calculated by determining the rate of change between \$960, the last rent charged amount that had been filed with RAD at the time of the vacancy, and \$1,575, which was the rent amount that was allegedly charged to the new tenants in February 2012. See Petitioner’s Ex. 101 (“Ex. 101”); Housing Provider Ex. 203 (“Ex. 203”).

2. Failed to make *any* attempt to register or “perfect” that increase with the Rent Administrator’s office;
3. Failed to meet *any* of at least three other prophylactic requirements of the rent control regime, including a critical disclosure to the tenant, the very purpose of which is to put a new tenant on notice as to any rent increase for the unit, and the lawful basis for each, taken within the prior three-year statute of limitations period, and allow the tenant to timely challenge any increase discovered to be in violation of the Act; and,
4. Elected not to raise the rent for the Unit until over three years had elapsed since the outset of the tenancy, thus ensuring that Mr. Nimri was denied any inquiry notice whatsoever.

I. STATEMENT OF INTEREST OF AMICUS CURIAE

The **Office of the Tenant Advocate** (“OTA” or “*Amicus*”) is an independent agency within the District of Columbia government that (1) provides legal services to tenants regarding disputes with landlords; (2) educates and informs tenants about rental housing matters; and, (3) advocates for the rights and interests of District renters in legislative, regulatory, and judicial contexts. The OTA regularly advises and represents tenants in rent control cases, and consults closely with the Council, sister agencies, legal service providers and other attorneys and advocates to maintain and strengthen the rent control program as an effective affordable housing tool. The rent control program is the centerpiece of the Rental Housing Act of 1985 (“Act”) (D.C. Law 6-10), which was passed in an attempt to address an increasing shortage of affordable rental housing. One of the Act's core purposes is to "protect moderate and low-income tenants against the erosion of their incomes due to increased housing costs." D.C. Official Code § 42-3501.02 (1). Indeed, the rent control program is the District's only affordable housing tool that exists to protect moderate- as well as lower-income residents. Many of these residents continue to be impacted by the shortage

of affordable rental housing, and many experience some level of housing cost burdens due to the high percentage of monthly income.²

Enforcement of the Act largely depends on tenants who are willing to pursue their rights through legal action upon discovering that the housing provider has violated those rights. The D.C. Court of Appeals has acknowledged that in order to fulfill the Act's statutory purposes, a "tenant who litigates a meritorious claim under this statutory scheme acts not only on his own behalf, but also as a private attorney general in vindicating the rights of persons of low or moderate income to afford remedial housing." *Goodman v. D.C. Rental Hous. Comm'n*, 573 A.2d 1293, 1299 (D.C. 1990)(internal citations omitted). In order to improve the program's effectiveness and efficiency, and to better enable the tenant to serve as a check and balance on housing provider compliance, the Council requires the housing provider to provide the tenant and the Rent Administrator's office with certain notices and disclosures. Housing provider compliance with these requirements is critical to the effective administration and enforcement the Act.³ A housing provider's failure to abide by the Act's these requirements thwarts the ability of a tenant to identify and vindicate his/her own legal rights, to the detriment of other rights and interests of other tenants and to the detriment of the Act's statutory purposes.

The OTA's interest in this matter is to protect its clients and District tenants generally from

²According to a 2019 National Low Income Housing Coalition (NLIHC) report, 51 percent of low-income households and 22 percent of middle-income households were housing cost burdened. NLIHC, *Housing Needs by State: District of Columbia*, Accessed at: <https://nlihc.org/housing-needs-by-state/district-columbia>.

U.S. Department of Housing and Urban Development ("HUD") classifies household housing cost burdens as follows:

- "No cost burden: Households spending 30 percent or less of adjusted gross income on housing expenses.
- Moderate cost burden: Households spending 31 to 40 percent of income on housing expenses.
- High cost burden: Households spending 41 to 50 percent of income on housing expenses.
- Severe cost burden: Households spending 51 percent or more of income on housing expenses."

U.S. Department of Housing and Urban Development, "Housing Cost Burden Among Housing Choice Voucher Participants," Accessed at: huduser.gov/portal/pdredge/pdr-edge-research-110617.html.

³ As discussed in the Committee Report for Bill 16-109, the "Tenants' Rights to Information Act of 2005," housing providers have greater access to a unit's rental history, putting tenants at an informational disadvantage. Bill 16-109 mandates housing providers make numerous disclosures regarding the rent controlled status in addition to other rent control information of a unit in order to allow tenants to be better equipped to make informed housing decisions. *See*: Committee Report for Bill 16-109, the "Tenants' Rights to Information Act of 2005," March 20, 2006.

housing provider evasions of legislative and regulatory efforts to level the informational playing field between them and tenants, thereby benefiting from exorbitant and unlawful rent increases that undermine the Act's purposes.

If in the instant case the Housing Provider is permitted to benefit from its own heedlessness of the Act's disclosure and notice requirements, housing providers generally will be encouraged to behave similarly, thus hampering enforcement of the Act and rendering the District's stock of affordable rental housing for moderate- and lower-income residents all the more vulnerable.

II. BACKGROUND

On January 13, 2014, Mr. and Mrs. Nimri signed a lease with the Housing Provider to rent 618 A St., SE, Apt. 21, Washington, D.C. ("Unit") for \$1,550 ("2014 Lease"). *See* Housing Provider's Ex. 200. Unbeknownst to the Nimris, the lawful rent charged amount on file with the Rental Accommodations Division (RAD) was \$960 pursuant to a 2011 rent adjustment.⁴

After executing the 2014 Lease, the Housing Provider lulled Mr. Nimri into inaction on his claim by:

- Taking the 61%⁵ rent adjustment while the Unit was vacant;
- Failing to make any attempt to file the adjustment with RAD;
- Failing to meet any prophylactic requirements of the Act including the failure to:
 - Provide Mr. Nimri "Housing Provider's Disclosure to New and Existing Tenants," RAD Form 4, as section 213(d) of the Act requires. D.C. Official Code §42-

⁴ On August 30, 2011, the Housing Provider filed a "Certificate of Notice to RAD of Adjustments in Rent Charged" ("2011 RAD Filing"). *See* Petitioner's Ex. 101. This was the last notice that had been filed with RAD at the time Mr. Nimri Signed his lease. *See* Petitioner's Ex. 104.

In the 2011 RAD Filing, Housing Provider, *inter alia*, notified RAD that (1) the rent charged for the Unit was adjusted from \$939 to \$960 and the effective date of the rent charged adjustment was October 1, 2011 ("October 2011 Adjustment"). *See* Ex. 101.

⁵ This was calculated by determining the rate of change between \$960, the last rent charged amount that had been filed with RAD at the time that Mr. Nimri signed the 2014 Lease, and \$1,550, which was the rent amount noted in the 2014 Lease.

However, based on the record, after the 2011 RAD Filing, the next time the rent charged amount allegedly increased was in February of 2012 to \$1,575 and the rate of change from the \$960 rent to \$1,575 was 64%. *See* Petitioner's Exhibits for June 12, 2018 Evidentiary Hearing, Ex. 101 ("Ex. 101") and Ex. 203 ("Ex. 203").

3502.13(d);

- File with RAD within 30 days:
 - A Certificate of Notice to RAD of Adjustments in Rent Charged (RAD Form 9), as required by 14 DCMR 4205.4 (d);
 - A copy of a notice to Mr. Nimri of a rent increase stating the calculation of the initial rent charged in the Lease (based on increases during the preceding 3 years, as required by D.C. Official Code § 42-3502.05(g)(1); nor,
 - An amendment to the Registration/Claim of Exemption form (RAD Form 1), as required by 14 DCMR 4103.1(e);⁶ and
- Electing not to raise the rent again until the three-year statute of limitations period elapsed.

Housing Provider's failure to file the 61 percent increase on the Unit injured Mr. Nimri and the prior tenants,⁷ as well as the affordability of the Unit, by imposing on the Unit an unlawful and unexplained rent increase in an amount that finds no justification in the Act. This adjustment is not reflected in any RAD filing. Rather, it was merely reflected in the initial rent amount as stated on the prior tenant's lease, dated February 4, 2012, and again in the rent amount as stated on Tenant's lease, dated January 13, 2014. Housing Provider's subsequent actions ensured that neither

⁶As noted by Administrative Law Judge England, the parties do not dispute that after executing the 2014 Lease, Housing Provider did not:

- Provide Mr. Nimri within 15 days the Housing Provider's disclosure to New and Existing Tenants, RAD form 4, as required by D.C. Official Code § 42-3502.13(d).
- File with RAD within 30 days:
 - A copy of a notice to Mr. Nimri of a rent increase stating the calculation of the initial rent charged in the Lease (based on increases during the preceding 3 years, as required by D.C. Official Code § 42-3502.05(g)(1);
 - A Certificate of Notice to RAD of Adjustments in Rent Charged (RAD Form 9), as required by D.C. Official Code § 4205.4 (d); nor,
 - An amendment to the Registration/Claim of Exemption form (RAD Form 1), as required by 14 DCMR 4103.1(e).
- Provide Mr. Nimri with the pamphlet or written notices, as required by D.C. Official Code §§ 42-3502.22(b)(1)(G) and 3502.22 (b)(2).

ALJ England, "Order Denying Housing Provider's Motion to Dismiss, in part, and for Summary Judgment," August 31, 2018.

⁷In the record, the Housing Provider alleged that there was a 2012 increase in rent charged and provided a February 4, 2012 lease agreement where Ms. Murphy and Mr. Perkins allegedly agreed to pay a starting rent of \$1,575 for the Unit as of February 11, 2012 ("alleged 2012 Rent Charged"). See Ex. 203. No RAD Forms have been presented in the record to support that RAD was ever notified about the alleged 2012 Rent Charged.

tenant would be given any reasonable inquiry notice, or any cause to investigate the recent history of rent adjustments for the Unit and the legality of those adjustments. This was in violation of section 213(d) of the Act, which places an affirmative duty on housing providers to inform a new tenant of all rent adjustments for the unit within the past three years, which remain challengeable at the outset of the tenancy. Based on the record, the Housing Provider failed to provide the required section 213(d) notice both to the prior tenant and Mr. Nimri, thus depriving them both of the inquiry notice explicitly required by statute. Subsequently, Housing Provider did not elect to increase the rent for the Unit during the prior tenant's tenancy nor during Mr. Nimri's tenancy until more than three years after the start of that tenancy by giving notice in August 2017.⁸ In electing not to increase the rent for the occupied Unit between 2011 and 2017, Housing Provider effectively waited out the statute of limitations period, knowing that a notice of rent increase would provide a tenant with inquiry notice as to any unlawful adjustment within the statute of limitations period. Instead, the Housing Provider effectively waited out the 3-year statute of limitations period before issuing Mr. Nimri a notice of rent increase. Indeed, upon receiving a notice of rent increase on August 2017, Mr. Nimri promptly acted on the inquiry notice; investigated the history of rent adjustments for the Unit; and promptly took legal action by filing a tenant petition. *See Nimri Declaration, Line 6.*⁹

III. ARGUMENT

- a. **Equitable tolling is warranted where the Housing Provider has evaded the statutory and regulatory requirements with respect to both RAD filings and disclosures to the tenant, specifically those designed to put the tenant on inquiry notice of unlawful rent increases.**

⁸ On August 2017, the Housing Provider notified Mr. Nimri that it intended to increase the Unit's rent from \$1,550 to \$1,598 beginning October 1, 2017. *See Nimri Declaration, Line 6.* On September 7, 2017, the Housing Provider filed with RAD a "Certificate of Notice to RAD of Adjustments in Rent Charged" ("2017 Filing"). *See Petitioner's Ex. 103 ("Ex. 103").*

⁹ Had the Housing Provider disclosed to Mr. Nimri the Unit's three year rent history when Mr. Nimri signed the 2014 Lease, Mr. Nimri would have challenged the alleged rent increases no later than October 1, 2014. *See Nimri Declaration.*

In *East v. Graphic Arts*, the Court acknowledged that the failure to post required signage that may have apprised plaintiff of its claim -- substantially analogous to the Housing Provider's failure here to notify Mr. Nimri of prior rent increases to his Unit as required by law -- has been held to toll administrative statutes of limitations in the federal context. *East v. Graphic Arts Indus. Joint Pension Tr.*, 718 A.2d 153, 158-60 (D.C. 1998). While the Court in *East* ultimately decided its case on different grounds, it did state that federal precedent on equitable tolling is persuasive in the District context, and that federal courts have tolled administrative statutes of limitations based on failure to post required notice or signage depending on the facts at hand.

In *Sprint*, at the federal level, the United States Court of Appeals for the District of Columbia Circuit recognized that failures to disclose information can toll a statute of limitations in light of several factors:

“[S]ilence ...tolls the statute of limitations ...if the defendant has an affirmative duty to disclose the relevant information to the plaintiff.” *Smith v. Nixon*, 606 F.2d 1183, 1190 (D.C.Cir.1979); *Rutledge v. Boston Woven Hose & Rubber Co.*, 576 F.2d 248, 250 (9th Cir.1978). That is, absent evidence to the contrary, the plaintiff is entitled to assume that the persons with whom he deals are not in default of their obligations to him. [...] ***[T]he defendant may be under a statutory duty to disclose the relevant information. In Smith v. Nixon, for example, we noted that the Government's breach of its statutory duty to disclose would toll the statute of limitations*** for a damage claim arising out of an unauthorized wiretapping. 606 F.2d at 1190.

Sprint Communications Company, L.P., v. Federal Communications Commission, 76 F.3d 1221, 1226 (1996, D.C. Cir.)(*emphasis added*). The D.C. Court of Appeals has also indicated that it may be appropriate to toll administrative statutes of limitations due to the defendant's failure to act where federal precedent on the matter is persuasive. In *Smith v. Nixon*, the U.S. Court of Appeals for the District of Columbia Circuit, as quoted in the excerpt from *Sprint* above, stated that the statute of limitations can be tolled where a statutory duty to disclose information is violated. Here, without ever having received a notice of the prior three years of rent increases as required by

section 213(d) of the Act, Mr. Nimri had no reason to know that Appellant had imposed an exorbitant previous rent increase without having filed the adjustment at RAD. This is even more crucial in the rent control context where, as discussed in *Christine Grant, et al. v. Gelman Management Co.*, TPs 27,995, 27,997, 27,998, 28,002, 28,004 (March 2006), “[s]trict compliance with [housing provider reporting and monitoring requirements] has been found to be essential to the efficient and effective enforcement of the rent control program.” *Gelman* p. 6 (quoting *Sawyer* p. 103-04). Therefore, the landlord should not benefit from a statute of limitations defense.

While the case for equitable tolling in general is strong as stated above, the Commission should also find that the Housing Provider specifically lulled Mr. Nimri into inaction on his claim and therefore the statute of limitations must be tolled. “Under the lulling doctrine, a defendant cannot assert the bar of the statute of limitations, if it appears the defendant has done anything that would tend to lull the plaintiff into inaction, and thereby permit the limitation prescribed by the statute to run.” *Coates v. Edgewood Mgmt. Corp.*, 258 F. Supp. 3d 107, 114 (D.D.C. 2017). An affirmative act on the part of the defendant is required for lulling. *Id.*

By taking these courses of action, Appellant created a scenario where Mr. Nimri was never put on notice that there might be any rent increase to challenge. Subsequent rent increase notices to Mr. Nimri within the statute of limitations period would have put Mr. Nimri on notice that he should investigate the rent control records for potential claims. Appellant, however, elected not to increase the rent for a length of time until just beyond the limitations period. As a result, the Housing Provider should not be permitted to avail itself of the statute of limitations.

Furthermore, where none of Housing Provider’s filing and notice violations have been cured --as in the instant case -- and at least one (with respect to the section 213(d) disclosure) was repeated, *Amicus* would posit that a housing provider’s habitual violations should be deemed to be

an act or acts of commission. This is analogous to a tenant's habitual failure to timely pay rent transforming what would otherwise be a redeemable writ for eviction becoming a non-redeemable writ. *Giddings v. Wilkerson*, D.C.Super.Ct. No. 2012 LTB 034659 (1/9/2014). Here, the Housing Provider failed to provide 213(d) disclosures to either of successive sets of tenants in the Unit. This is distinct from *Coates*, where a defendant's failure to follow its own internal grievance procedures was "best characterized as mere silence, which generally does not rise to the level of affirmative misconduct." *Coates v. Edgewood Mgmt. Corp.*, 258 F. Supp. 3d 107, 115 (D.D.C. 2017) (internal quotation marks omitted). In the instant case, the Housing Provider's violation of the law – distinct from a failure to follow internal, privately-imposed procedures – should be considered a commission of an affirmative act.

Finally, *Amicus* urges the Commission to consider the Court's framing in *McCloskey v. Dickinson*, where it was "clear that in the circumstances before us it was entirely reasonable for plaintiff to rely on the words and conduct of defendant and to file no suit." *McCloskey & Co. v. Dickinson*, 56 A.2d 442, 445 (D.C. 1947). In the instant case, given the circumstances wholly created by the Housing Provider, it was entirely reasonable for Mr. Nimri to rely on the presumption that the Housing Provider was following the law. The sole reason for his untimely action was the Housing Provider's violation of a key disclosure requirement -- the very purpose of which is to apprise tenants of information they cannot be reasonably expected to learn otherwise.

- b. The statute of limitations defense is not available where the Housing Provider's own "artful inventions" and evasions caused Mr. Nimri not to timely discover the injury of an unlawful rent increase.**

In *Gelman*, the Commission refused to permit a housing provider's "artful invention" of circumstances that would permit it to avoid accountability for an unlawful rent increase by running out the limitations period. The Commission explained that the goal of the District's rent control

regulatory scheme was to “ensure that decent, affordable housing is available for the various sectors of the population[.]” *Gelman* at 5-6 (internal citation omitted). In order to further this goal, “strict compliance” with the Act’s reporting requirements have been found to be, “*essential to the efficient and effective enforcement of the rent control program.*” *Gelman* at 5-6 (emphasis added). Even where there are “efforts to circumvent compliance with the Act[.]... the ‘Act forecloses sophisticated as well as simple-minded mopeds of nullification or evasion.’” *Gelman* at 6 (internal citation omitted).

Even given only the facts in the record to date, the sum total of the Housing Provider’s behavior in the instant case quite “artfully” created just the scenario by which Mr. Nimri was least likely to discover the improper rent increase. Although Appellant had been well aware of the RAD reporting requirements as evidenced by its 2011 filing, it “hid the ball” of an exorbitant increase from the Unit’s tenants over the course of two tenancies and ran out the limitations period.

The fact that the Housing Provider in the instant case did not increase the rent charged for the Unit during the tenancy of either the prior tenant or Mr. Nimri until after the statute of limitations had expired is significant. In *United Dominion Mgmt. Co. v. D.C. Rental Hous. Comm’n*, 101 A.3d 426, 433 (D.C. 2014), the existence of a RAD filing memorializing a rent adjustment that could or did affect the tenant’s rent charged was not deemed to constitute sufficient notice to the tenant to trigger the statute of limitations for possible challenges. Rather, in *United Dominion*, the Commission held that a tenant is not put on notice of a rent ceiling adjustment for purposes of the statute of limitations until the housing provider issues a notice of an increase in the rent charged based on that adjustment.

While *United Dominion* was decided in the context of a rent ceiling system that no longer exists, that context does not negate what is common between that and the instant case. It would

not be reasonable to infer that tenants under the current rent charged system have a greater obligation than they did under the rent ceiling system to investigate the bases for rent adjustments taken prior to the start of the tenancy. Indeed, the very purpose of the section 213(d) notice – a requirement included in the very same law as rent ceiling abolition – was to obviate the need for the tenant to do so by placing the burden on housing providers to apprise tenants of rent increases and the bases for those rent increases within 15 days of the start of the tenancy. With this notice, tenants would be provided with sufficient knowledge of a unit’s rental history and could make timely challenges when appropriate.

Thus, if a landlord is permitted to hide behind the statute of limitations after failing to provide the tenant with the required information, tenants would similarly lose their right to challenge rent increases simply due to the scenario the Housing Provider created, whereby the statute of limitations would bar the tenant's claims. This is precisely what *Gelman* and *United Dominion* proscribe, whether as essential to the effective administration and enforcement of the Act or under rules of fundamental fairness.

c. The unique factual scenario in the instant case requires the equitable tolling of the statute of limitations.

Appellant’s behavior with respect to rent adjustment filings and disclosures presents unique factual circumstances that require a different result than the generally strict application of the statute of limitations as articulated in Commission precedent. In *Majerle*, the Commission and the Court recognized that such fact specific inquiry may be necessary to determine how to proceed. They did not permit the housing provider to avail itself of the statute of limitations because its conduct presented a “unique factual scenario,” which was distinct from the facts of prior cases where the statute of limitations had been applied strictly. *Majerle Mgmt. Inc. v. D.C. Rental Hous. Comm'n*, 866 A.2d 41, 51 (D.C. 2004). The Court explained that the facts in *Majerle* constituted a

novel scenario and necessitated a different result. *Id.* The Commission reiterated this position in *Gelman*, stating that the Commission’s decisions are to be read in light of the facts at hand, thus it is imperative to avoid making broad applications beyond the cases and facts in which their orders discuss. *See Gelman*.

In *Majerle*, the housing provider had charged the tenant a constant level of rent in excess of the lawful rent ceiling for the entire statute of limitations period, without facing any challenge from the tenant. However, the housing provider also submitted notice to the tenant and a filing with RAD a few months prior to the expiration of the limitations period admitting that the lawful rent ceiling was less than what was being charged. The Commission found and the Court affirmed that although the statute of limitations might have been considered to have expired under an overly broad application of applicable precedent, the unique scenario called for tolling of the statute. Given the circumstances as stated above, the facts here are also unique and distinct from precedent that strictly applies the statute of limitations.

- d. In the alternative, the Commission should rule that under the facts of the instant case the issuance of a section 213(d) notice serves as the effective date of vacancy increase for statute of limitations purposes.**

In *United Dominion*, the Commission held that “the effective date of the improperly perfected rent ceiling adjustment [for the purposes of the statute of limitations] is not [...] the date of a landlord files the amended registration form belatedly claiming the rent ceiling adjustment, but instead, the date on which a landlord issues a notice to the tenant that it is increasing the rent charged based on the earlier improperly perfected rent ceiling adjustment[.]” *United Dominion Mgmt. Co. v. D.C. Rental Hous. Comm’n*, 101 A.3d 426, 431 (D.C. 2014).

In *United Dominion*, the housing provider attempted to increase the rent charged based on a previous rent ceiling adjustment that was filed at RAD belatedly. In the instant case, the Housing

Provider failed to file the rent charged adjustment with RAD – or to issue the required disclosure to either set of tenants -- at all. Rather, the increase was merely slipped into the initial rent amount as stated on each lease, which does not convey the basis for the relevant adjustment as a 213(d) notice would have. Therefore, under *United Dominion*, the Commission could find that the adjustment was never effective for statute of limitations purposes, and Mr. Nimri’s claim could be deemed not to be time-barred on that basis. While *Amicus* believes such a conclusion is appropriate, we do not believe that it is necessary to a ruling in Tenant’s favor in the instant case.

IV. CONCLUSION

For the reasons stated above, in light of the facts on the record, the OTA respectfully requests that the Commission affirm the ALJ’s decision that the statute of limitations set forth in DC. Code 42-3502.06(e) does not bar a challenge to a rent increase implemented more than three (3) years before the filing of the instant tenant petition.

Dated: July 19, 2021

Respectfully submitted,

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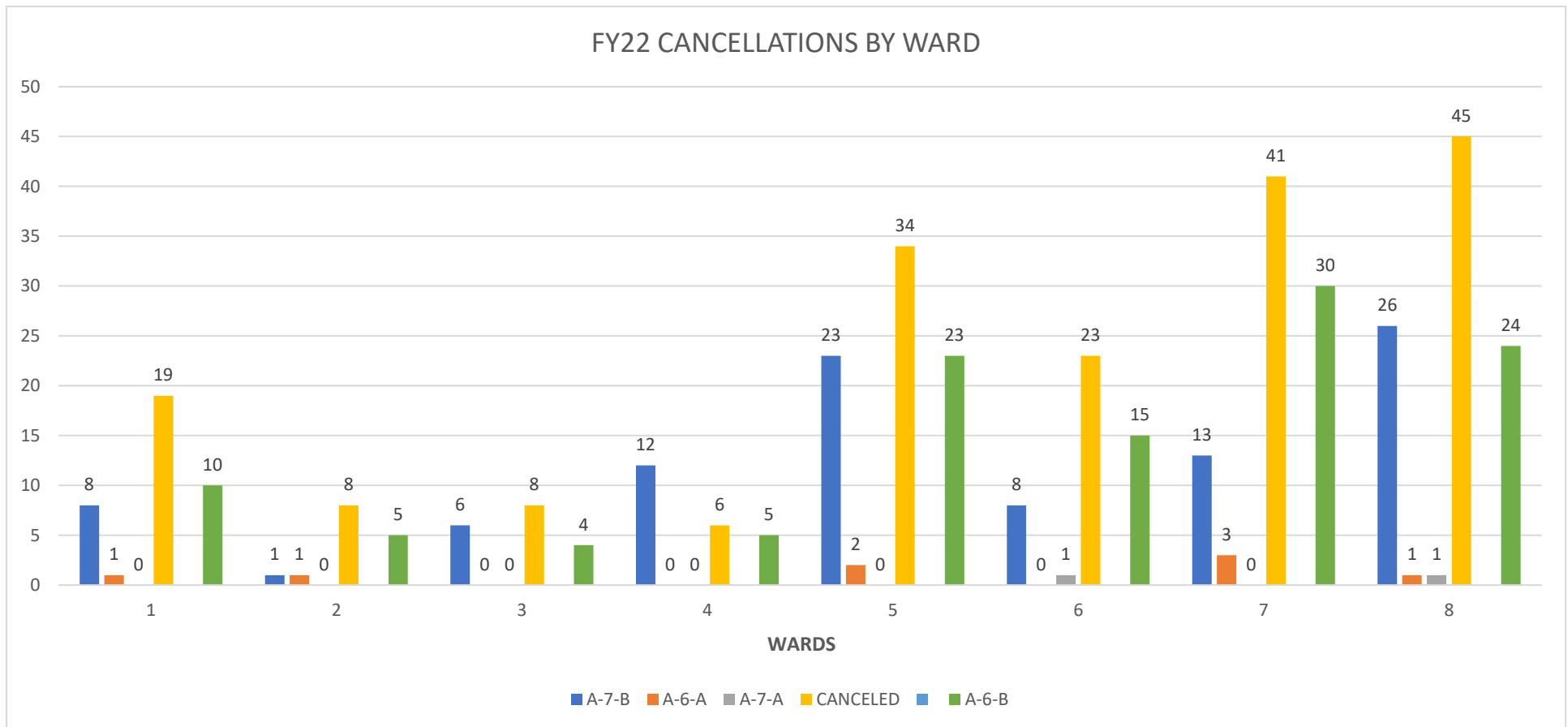
CERTIFICATE OF SERVICE

I certify that on July 19, 2021, I mailed and e-mailed the foregoing BRIEF to counsel for the Housing Provider and the Tenant at the following addresses:

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KEY:

A-7-B: QUASHED BY L/T

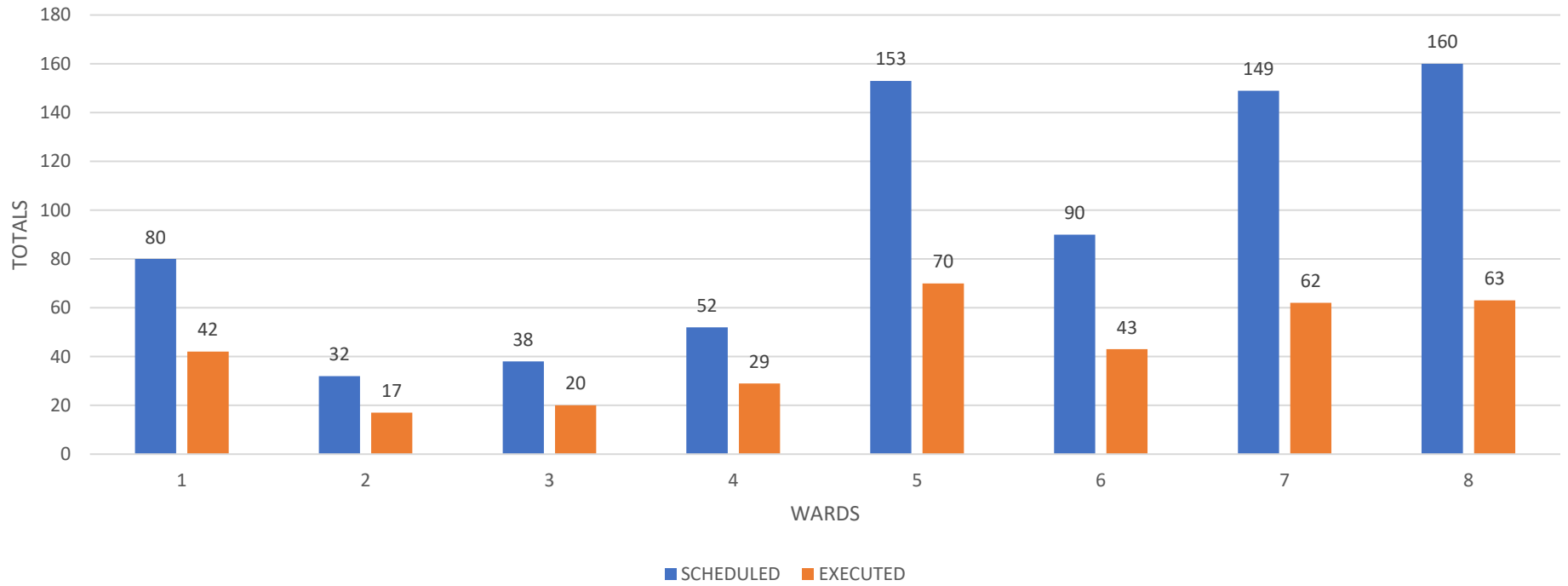
A-6-A: CANCELED BY MGMT ON SITE

A-7-A: STAYED BY L/T

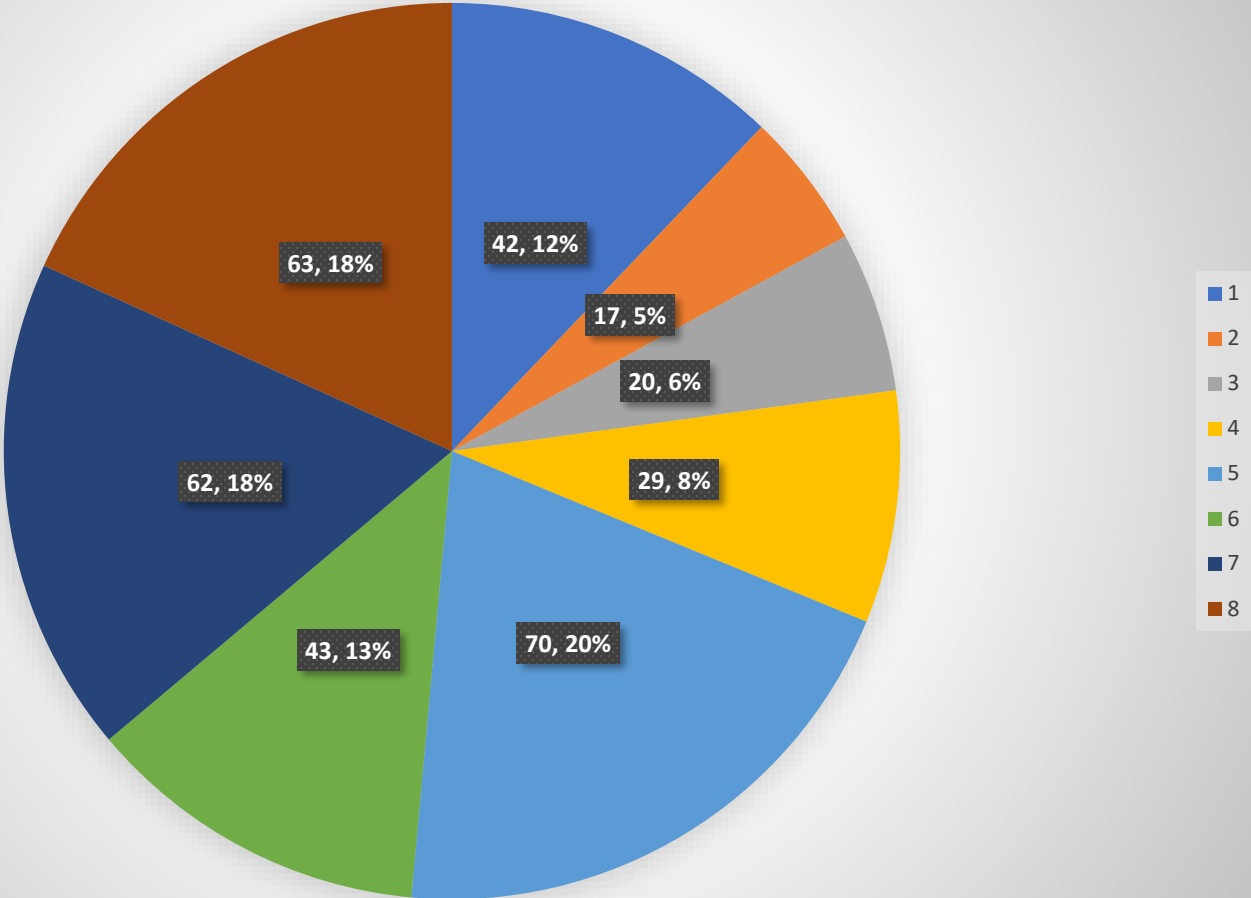
CANCELED: CANCELED BY MGMT WITHIN 24HRS OF EVICTION DATE

A-6-B: CANCELED BY MGMT

FY22
SCHEDULED vs EXECUTED BY WARD



FY22 EXECUTED EVICTION BY WARD



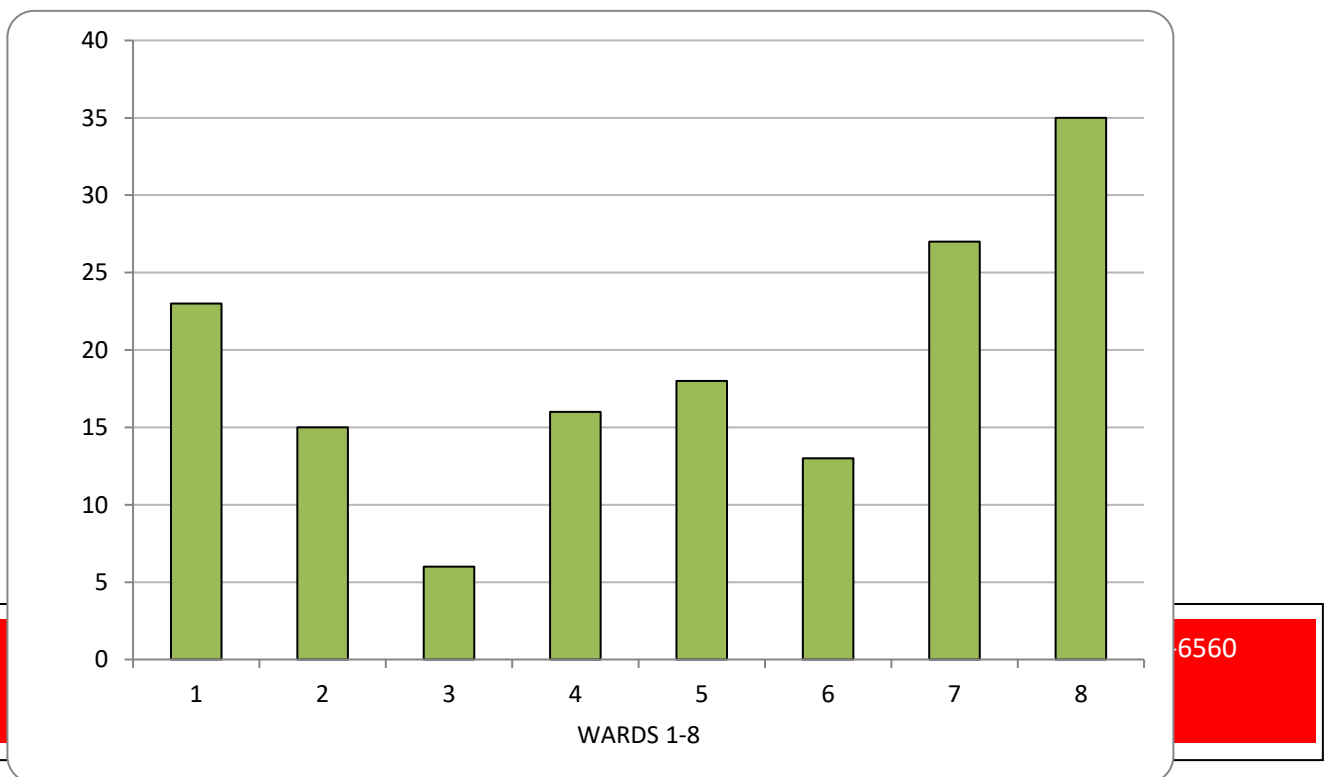


FY 2022

Top 13 Issues by Ward:

ISSUE	WARD							
	1	2	3	4	5	6	7	8
Housing Code	252	113	103	142	190	134	203	300
Rent Increase	125	58	48	54	71	43	47	75
Eviction	43	30	21	49	57	35	60	76
Lease Issue	359	200	176	207	292	188	261	403
Mold	23	15	6	16	18	13	27	35
Cure or Quit	12	4	5	3	3	5	4	15
Notice to Vacate	23	26	14	21	17	26	28	28
TOPA	43	21	17	33	30	16	18	35
L/T Hearing	18	4	3	13	12	8	15	17
Security Deposit	0	0	0	0	0	0	0	0
Sublease	1	0	2	1	5	0	1	1
Tenant Association	0	0	0	0	0	0	0	0
Tenant Petition	0	0	0	0	0	0	0	0
TOTALS	900	473	398	543	700	474	671	993

Mold Cases by Ward



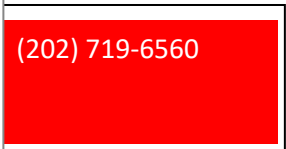
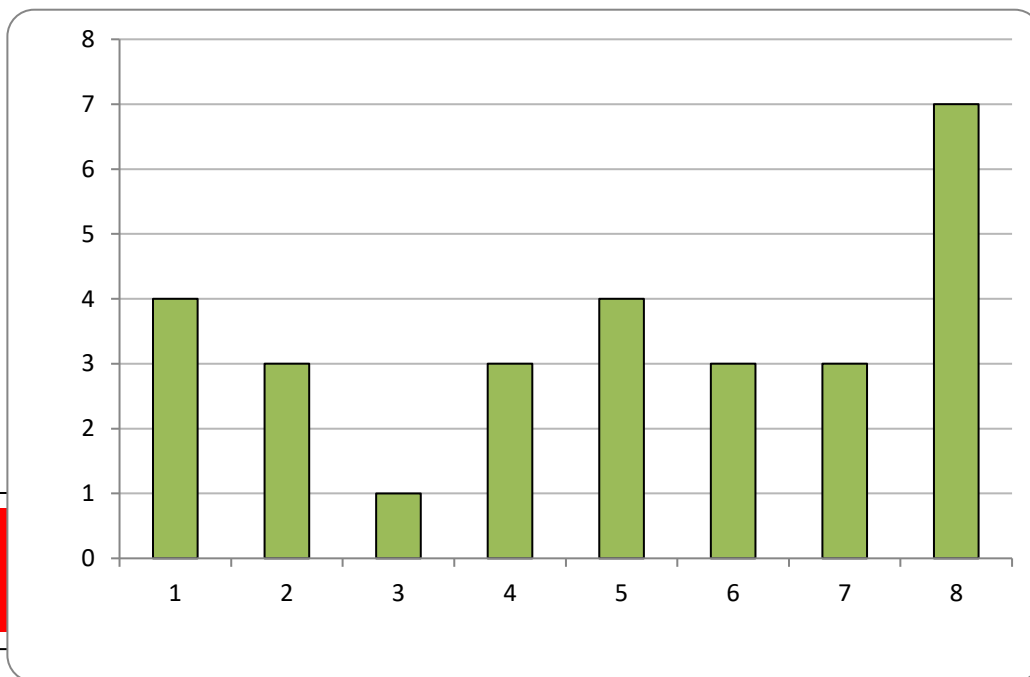


FY 2023

Top 13 Issues by Ward:

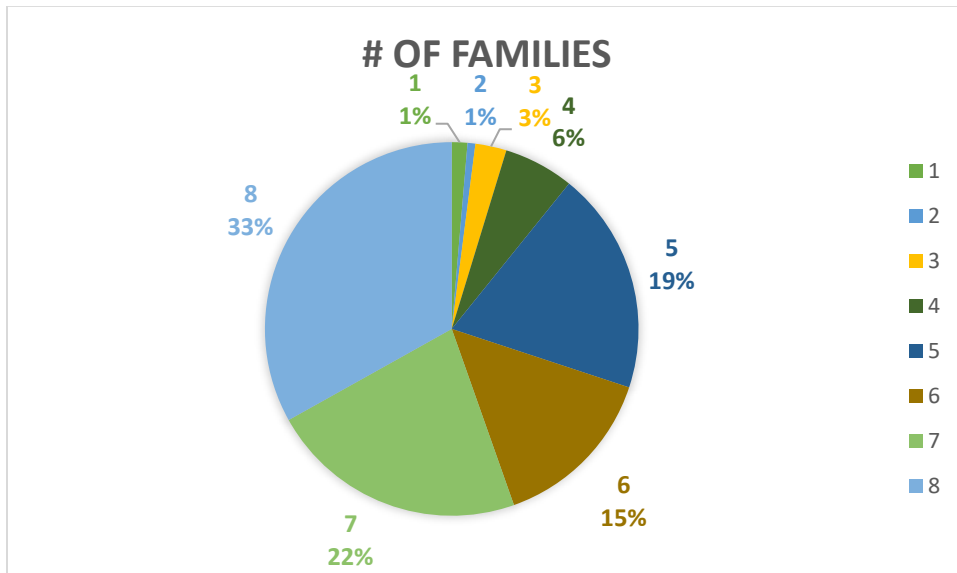
ISSUE	WARD							
	1	2	3	4	5	6	7	8
Housing Code	51	13	27	30	48	34	62	68
Rent Increase	10	3	8	12	12	3	15	16
Eviction	8	9	12	13	21	9	19	18
Lease Issue	72	38	30	35	63	31	47	64
Mold	4	3	1	3	4	3	3	7
Cure or Quit	3	2	3	0	2	1	0	2
Notice to Vacate	3	2	0	2	3	4	1	8
TOPA	3	0	1	0	4	2	1	4
L/T Hearing	10	4	3	9	9	1	3	9
Security Deposit	0	0	0	0	0	0	0	0
Sublease	0	0	0	1	0	0	0	1
Tenant Association	0	0	0	0	0	0	0	0
Tenant Petition	0	0	0	0	0	0	0	0
TOTALS	165	76	88	109	171	94	158	205

Mold Cases by Ward



Attachment for #56

FY23 Emergency Housing Displacements by Ward



FY23 Emergency Housing Cases

