

A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To require, on an emergency basis due to congressional review, that providers of commercial or residential rental property offer and maintain any rent payment plan agreed upon between March 11, 2020, and July 25, 2022, with eligible tenants, and to maintain the minimum requirements for such a plan.

BE IT ENACTED BY THE COUNCIL DISTRICT OF COLUMBIA, That this act may be cited as the “Tenant Payment Plan Phasing Continuation Congressional Review Emergency Amendment Act of 2023”.

Sec. 2 Tenant payment plans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

68 (B) For commercial tenants, the Department of Licensing and Consumer
69 Protection.

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

73 (2) A commercial tenant whose application for a payment plan is denied may file
74 a written complaint with the Department of Licensing and Consumer Protection.

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

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

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

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

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

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

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

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

91 and

92 (C) Has leased from a provider:

93 (i) A residential property;

94 (ii) Commercial retail space; or

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

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

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

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

107 (5) "Provider" means a housing provider or a non-housing provider.

108 Sec. 3. Applicability.

109 This act shall apply as of December 28, 2022.

110 Sec. 4. Fiscal impact statement.

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

114 Sec. 5. Effective date.

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