

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 2024”.

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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

90 and

91 (C) Has leased from a provider:

92 (i) A residential property;

93 (ii) Commercial retail space; or

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

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

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

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

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

107 Sec. 3. Fiscal impact statement.

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

111 Sec. 4. Effective date.

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