

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To declare the existence of an emergency with respect to the need to amend the Coronavirus Support Emergency Amendment Act of 2020, the Coronavirus Support Temporary Amendment Act of 2020, and the Coronavirus Support Congressional Review Emergency Amendment Act of 2020 to make certain technical corrections to Section 402 “Tenant payment plans”.

BE IT ENACTED BY THE COUNCIL DISTRICT OF COLUMBIA, That this act may be cited as the “Coronavirus Support Tenant Payment Plans Technical Corrections Emergency Declaration Resolution of 2020”.

Sec. 2. (a) Section 402 of the Coronavirus Support Emergency Amendment Act of 2020, the Coronavirus Support Temporary Amendment Act of 2020, and the Coronavirus Support Congressional Review Emergency Amendment Act of 2020 required housing providers to offer a rent payment plan program for eligible tenants. Under its program, a housing provider must:

(1) Make a payment plan available to an eligible tenant for the payment of gross rent that comes due during the program period and prior to the cessation of tenancy with a minimum term length of one year unless a shorter payment plan term length is requested by the eligible tenant.

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

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

30 (4) Provide that an eligible tenant does not lose any rights under the lease due to a
31 default on the monetary amounts due during the lease period; provided, that the tenant does not
32 default on the terms of the payment plan; and

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

35 (b) Certain technical corrections are necessary to allow the payment plan operate as
36 envisioned by the Council. These technical corrections are as follows:

37 (1) Other monetary amounts due under the lease – Subsection (a)(4) refers to
38 tenants not losing rights with respect to “monetary amounts due during the lease period.”

39 Assuming the intent is to refer to other monetary amounts due besides gross rent, this language is
40 clarified by adding any such amounts into the repayment agreement. The same language is in
41 section (g) to make that section parallel.

42 (2) Preservation of other tenant (and housing provider) rights – Section (g) makes
43 clear that housing providers retain their right to sue a tenant for eviction or collection if they
44 default on a payment plan. Section (a)(4) is rewritten to make clear that tenants retain all other
45 rights under the lease.

46 (3) Tenant not qualifying for unit – Based on a compromise between housing
47 provider and tenant stakeholders regarding the deletion of language in subsection (d)(1) about
48 tenants having to show they no longer qualify for their unit, at the May 5th legislative session an
49 oral amendment was made and accepted with the compromise language. However, the

50 concerning language appears to have inadvertently returned in the May 19th bills and is
51 corrected here.

52 (4) Scope of administrative review – The language in section (f) on the
53 administrative review of a challenge to a housing provider’s denial may be read as limiting the
54 scope of review. The added language makes clear that the review can include a) a housing
55 provider’s failure to act on an application, 2) a housing provider offering terms that are
56 unreasonable or made in bad faith, and c) a housing provider not complying with any provision
57 of the section.

58 Sec. 3. The Council of the District of Columbia determines that the circumstances
59 enumerated in section 2 constitute emergency circumstances making it necessary that the
60 Coronavirus Support Tenant Payment Plans Technical Corrections Emergency Amendment Act
61 of 2020 be adopted after a single reading.

62 Sec. 4. This resolution shall take effect immediately.