

A BILL

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IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

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To amend, on an emergency basis, 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 Amendment Act of 2020”.

Sec. 2. Section 402 of the Coronavirus Support Emergency Amendment Act of 2020, effective May 27, 2020 (D.C. Act 23-0326; D.C. Official Code § \_\_\_\_\_), is amended as follows:

(a) Subsection (a) is amended as follows:

(1) Paragraph (1) is amended to read as follows:

“(1) Make a payment plan available to an eligible tenant for the payment of gross rent and any other monetary 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.”.

(2) Paragraph (4) is amended to read as follows:

28                   “(4) Provide that an eligible tenant does not lose any rights under the lease by  
29 entering into the payment plan; and”.

30           (b) Subsection (d)(1) is amended to read as follows:

31                   “(1) Demonstrates to the provider evidence of a financial hardship resulting  
32 directly or indirectly from the public health emergency, regardless of an existing delinquency or  
33 a future inability to make rental payments established prior to the start of the public health  
34 emergency; and”.

35           (c) Subsection (f) is amended to read as follows:

36                   “(f)(1) A residential tenant may file a written complaint with the Rent Administrator if  
37 the provider:

38                               “(A) Denies or fails to act upon an application for a payment plan;

39                               “(B) Offers terms that the tenant contends are unreasonable or have been  
40 made in bad faith; or

41                               “(C) Violates any provision of this section.

42                   “(2) A commercial tenant may file a written complaint with the Department of  
43 Consumer and Regulatory Affairs if the provider:

44                               (A) Denies or fails to act upon an application for a payment plan;

45                               (B) Offers terms that the tenant contends are unreasonable or have been  
46 made in bad faith; or

47                               (C) Violates any provision of this section.

48                   “(3) The Rent Administrator shall forward the complaint to the Office of  
49 Administrative Hearings for adjudication.”.

50           (d) Subsection (g) is amended to read as follows:

51 “(g) During the program period, unless the provider has offered a rent payment plan  
52 pursuant to this section, and approved a rent payment plan pursuant to subsection (d), that  
53 provider shall be prohibited from filing any collection lawsuit or eviction for non-payment of  
54 rent or any other monetary amounts due under the lease, provided that the tenant does not default  
55 on the terms of the payment plan.”.

56 Sec. 3. Section 402 of the Coronavirus Support Temporary Amendment Act of 2020,  
57 effective \_\_\_\_\_, 2020 (D.C. Bill 23-0758; D.C. Official Code § \_\_\_\_\_), is amended as  
58 follows:

59 (a) Subsection (a) is amended as follows:

60 (1) Paragraph (1) is amended to read as follows:

61 “(1) Make a payment plan available to an eligible tenant for the payment of gross  
62 rent and any other monetary amounts that come due under the lease during the program period  
63 and prior to the cessation of tenancy (“covered time period”), with a minimum term length of  
64 one year unless a shorter payment plan term length is requested by the eligible tenant.”.

65 (2) Paragraph (4) is amended to read as follows:

66 “(4) Provide that an eligible tenant does not lose any rights under the lease by  
67 entering into the payment plan; and”.

68 (b) Subsection (d)(1) is amended to read as follows:

69 “(1) Demonstrates to the provider evidence of a financial hardship resulting  
70 directly or indirectly from the public health emergency, regardless of an existing delinquency or  
71 a future inability to make rental payments established prior to the start of the public health  
72 emergency; and”.

73 (c) Subsection (f) is amended to read as follows:

74 “(f)(1) A residential tenant may file a written complaint with the Rent Administrator if  
75 the provider:

76 “(A) Denies or fails to act upon an application for a payment plan;

77 “(B) Offers terms that the tenant contends are unreasonable or have been  
78 made in bad faith; or

79 “(C) Violates any provision of this section.

80 “(2) A commercial tenant may file a written complaint with the Department of  
81 Consumer and Regulatory Affairs if the provider:

82 (A) Denies or fails to act upon an application for a payment plan;

83 (B) Offers terms that the tenant contends are unreasonable or have been  
84 made in bad faith; or

85 (C) Violates any provision of this section.

86 “(3) The Rent Administrator shall forward the complaint to the Office of  
87 Administrative Hearings for adjudication.”.

88 (d) Subsection (g) is amended to read as follows:

89 “(g) During the program period, unless the provider has offered a rent payment plan  
90 pursuant to this section, and approved a rent payment plan pursuant to subsection (d), that  
91 provider shall be prohibited from filing any collection lawsuit or eviction for non-payment of  
92 rent or any other monetary amounts due under the lease, provided that the tenant does not default  
93 on the terms of the payment plan.”.

94 Sec. 4. Section 402 of the Coronavirus Support Congressional Review Emergency  
95 Amendment Act of 2020, effective \_\_\_\_\_, 2020 (D.C. Bill 23-0759; D.C. Official Code §  
96 \_\_\_\_\_), is amended as follows:

97 (a) Subsection (a) is amended as follows:

98 (1) Paragraph (1) is amended to read as follows:

99 “(1) Make a payment plan available to an eligible tenant for the payment of gross  
100 rent and any other monetary amounts that come due under the lease during the program period  
101 and prior to the cessation of tenancy (“covered time period”), with a minimum term length of  
102 one year unless a shorter payment plan term length is requested by the eligible tenant.”.

103 (2) Paragraph (4) is amended to read as follows:

104 “(4) Provide that an eligible tenant does not lose any rights under the lease by  
105 entering into the payment plan; and”.

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108 directly or indirectly from the public health emergency, regardless of an existing delinquency or  
109 a future inability to make rental payments established prior to the start of the public health  
110 emergency; and”.

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112 “(f)(1) A residential tenant may file a written complaint with the Rent Administrator if  
113 the provider:

114 “(A) Denies or fails to act upon an application for a payment plan;

115 “(B) Offers terms that the tenant contends are unreasonable or have been  
116 made in bad faith; or

117 “(C) Violates any provision of this section.

118 “(2) A commercial tenant may file a written complaint with the Department of  
119 Consumer and Regulatory Affairs if the provider:

- 120 (A) Denies or fails to act upon an application for a payment plan;  
121 (B) Offers terms that the tenant contends are unreasonable or have been  
122 made in bad faith; or  
123 (C) Violates any provision of this section.

124 “(3) The Rent Administrator shall forward the complaint to the Office of  
125 Administrative Hearings for adjudication.”.

126 (d) Subsection (g) is amended to read as follows:

127 “(g) During the program period, unless the provider has offered a rent payment plan  
128 pursuant to this section, and approved a rent payment plan pursuant to subsection (d), that  
129 provider shall be prohibited from filing any collection lawsuit or eviction for non-payment of  
130 rent or any other monetary amounts due under the lease, provided that the tenant does not default  
131 on the terms of the payment plan.”.

132 Sec. 5. Fiscal impact statement.

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

136 Sec. 6. Effective date.

137 This act shall take effect following approval by the Mayor (or in the event of veto by the  
138 Mayor, action by the Council to override the veto), and shall remain in effect for no longer than  
139 90 days, as provided for emergency acts of the Council of the District of Columbia in section  
140 412(a) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 788;  
141 D.C. Official Code § 1-204.12(a)).