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A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To amend, on a temporary basis, the Coronavirus Support Temporary Amendment Act of 2021 to update certification for utility disconnection relief criteria; to amend DC Code 16-1501 to remove requirements for housing providers to apply for STAY DC; to allow tenants to declare financial hardship incurred during the public emergency as a defense in an eviction case; to amend Section 501 of the Rental Housing Act of 1985 to allow legal services provider to receive unredacted notices filed with the Rent Administrator upon request; to update notice requirements for non-payment of rent; to create a tenant financial hardship declaration form that must be attached to the notice for non-payment of rent; and to make a conforming amendment to Section 905 of the District of Columbia Government Comprehensive Merit Personnel Act of 1978 to clarify the Council Chairman’s authority to enforce the mandatory vaccination requirement adopted by the Council.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the “Tenant Safe Harbor Temporary Amendment Act of 2021”.

Sec. 2. Section 307 of the Coronavirus Support Temporary Amendment Act of 2021, effective June 24, 2021 (D.C. Law 24-9; 68 DCR 4824), is amended as follows:

(a) Subsection (i) is amended to read as follows:

“(i) Subsections (b) and (f) of this section shall expire on October 27, 2021.

(b) Subsection (j) is amended to read as follows:

“(j)(1) After October 12, 2021, and except as otherwise prohibited by subsections (b) and (f) of this section, a company shall not disconnect, suspend, or degrade service, for non-payment

38 of a bill, any fees for service or equipment, or any other charges, if:

39 “(A) The company has failed to engage the customer as required under
40 subsection (k) of this section;

41 “(B) The customer owes less than \$600;

42 “(C) The customer has entered into a payment plan with the company and
43 either is meeting the terms of the payment plan or is less than 2 months behind the terms of the
44 payment plan;

45 “(D) Prior to October 12, 2021, the customer has requested to enter into a
46 payment plan with the company and fewer than 45 days have elapsed following the customer’s
47 initial request; or

48 “(E) The Mayor has certified or the customer has provided documentary
49 evidence that the customer qualifies for utility disconnection relief and not more than 90 days
50 have elapsed since October 12, 2021.

51 “(2) For purposes of paragraph (1)(E) of this subsection, the Mayor shall certify
52 that an individual is qualified for utility disconnection relief if the individual:

53 “(A) Within the prior 6 months, received or was approved for a benefit
54 under the Low-Income Home Energy Assistance Program (“LIHEAP”), Utility Discount
55 Program (“UDP”), DC Water Customer Assistance Program (“CAP”), or STAY DC Program;

56 “(B) Is receiving a benefit under the Supplemental Nutrition Assistance
57 Program (“SNAP”) or Temporary Assistance for Needy Families (“TANF”) program; or

58 “(C) Is 21 years of age or older and receiving a benefit under Medicaid or
59 the DC Healthcare Alliance.

60 “(3)(A) By September 13, 2021, the Mayor shall provide notice to each individual

61 certified as qualified for utility disconnection relief pursuant to paragraph (2) of this subsection.
62 “(B) By September 27, 2021, and every 4 weeks thereafter until January 1, 2022, the Mayor shall
63 provide companies and the Office of the People’s Counsel (“OPC”) with a list of each individual
64 certified as qualified for utility disconnection relief, including the individual’s home address.
65 Such list shall be property of the District and shall only be used to determine that an individual
66 on the list is qualified for relief from utility disconnection and to communicate that to affected
67 households and companies as needed.

68 “(3A) A company shall consider a customer as certified as qualified for utility
69 disconnection relief under this subsection where:

70 “(A) The customer’s name is included on the list provided to a company
71 under paragraph (3)(B) of this subsection;

72 “(B) The customer’s home address is included on the list provided to a
73 company under paragraph (3)(B) of this subsection, but the name of the individual certified does
74 not match the name of the customer on the account; or

75 “(C) The customer provides the company with a copy of the notice of
76 certification provided by the Mayor under paragraph (3)(A) of this subsection by mail, email,
77 fax, or other reasonable method.

78 “(4) By August 9, 2021, the Mayor shall, pursuant to Title I of the District of
79 Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C.
80 Official Code § 2-501 et seq.), promulgate emergency rules to implement this subsection,
81 including guidance on the District’s and the companies’ responsibilities under this subsection.”.

82 (c) Subsection (p)(1) is amended to read as follows:

83 “(1) “Payment assistance programs” shall mean LIHEAP, UDP, or CAP.”.

84 Sec. 3. Tenant Safe Harbor for Financial Hardship.

85 (a) Title 16 of the District of Columbia is amended as follows:

86 (1) Section 16-1501 is amended to read as follows:

87 “§ 16-1501. Definition; summons.

88 “(a) When a person detains possession of real property without right, or after his right to
89 possession has ceased, the Superior Court of the District of Columbia, on complaint under oath
90 verified by the person aggrieved by the detention, or by his agent or attorney having knowledge
91 of the facts, may issue a summons in English and Spanish to the party complained of to appear
92 and show cause why judgment should not be given against him for the restitution of possession.

93 “(b) The person aggrieved shall not file a complaint seeking restitution of possession
94 pursuant to this section for nonpayment of rent in an amount less than \$600. Nothing in this
95 subsection shall prevent the person aggrieved from filing a complaint to recover the amount
96 owed.

97 “(c)(1) Prior to January 1, 2022, the person aggrieved shall not file a complaint seeking
98 relief pursuant to this section, except when:

99 “(A) The complaint alleges that the tenant’s continuing presence at the
100 housing accommodation where the tenant resides presents a current and substantial threat to the
101 health and safety of tenants, on-site agents, or employees of the owners of the housing
102 accommodation, or household members or guests of other tenants, or residents of immediately
103 adjacent properties, because the tenant has violated an obligation of tenancy by engaging in an
104 unlawful possession of a firearm, threats or acts of violence, or assault;

105 “(B) The complaint alleges that the tenant has willfully or wantonly
106 caused significant damage to the unit, building, premises, or property of the housing provider; or

107 “(C) The complaint alleges non-payment of rent, the complaint was filed
108 on or after October 12, 2021, and the person aggrieved provides documentation at the time of
109 filing demonstrating that:

110 “(i) He or she has applied for emergency rental assistance
111 through the STAY DC program on behalf of the tenant, or initiated the application on behalf of
112 the tenant by completing all landlord portions of the application, the tenant has been notified in
113 writing of the application, and the housing provider is eligible to seek possession pursuant to §
114 42- 3505.01(b-1)(1); and

115 “(ii) The tenant has been served with a written notice which
116 meets the requirements of § 42-3505.01(b-1)(2)(A) and all other requirements under District law.

117 “(2) It shall be a dispositive affirmative defense requiring dismissal of a complaint
118 for non-payment of rent filed between October 12, 2021 and December 31, 2021 if a tenant can
119 demonstrate with substantial evidence provided through testimony that:

120 “(A) The housing provider did not pursue rental assistance as required
121 timely or in good faith;

122 “(B) The tenant did not receive notice of the rental assistance application;

123 “(C) The housing provider did not provide a notice that meets the
124 requirements of 42-3505.01(b-1)(2)(A), and all other requirements under District of Columbia
125 law;

126 “(D) The tenant or their authorized representative submitted an application
127 for emergency rental assistance prior to or during the 60 days after receiving a past due rent
128 notice, and that application is still pending, approved and awaiting payment, or under appeal;

129 “(E) The housing provider has not met the requirements of § 42-
130 3505.01(b-1)(1); or

131 “(F) For complaints that involve rent arrears accrued since March 11,
132 2020, the landlord did not offer or negotiate a payment plan in good faith pursuant to § 42-3281
133 at any time since March 11, 2020.

134 “(3) For complaints filed pursuant to paragraph (1)(B) of this subsection, it shall
135 be a dispositive affirmative defense requiring dismissal of a complaint if a tenant can
136 demonstrate with substantial evidence that the housing provider willfully or negligently
137 contributed to the significant damage of the unit, premises, building, or property that are the
138 subject of the complaint.

139 “(4)(A) For complaints filed pursuant to paragraph (1)(C) of this subsection that
140 allege non-payment of rent during the COVID-19 covered period, a tenant shall have the right to
141 raise financial or medical hardship during the covered period as a defense. In determining
142 whether a tenant has suffered a financial or medical hardship, the court shall consider, among
143 other relevant factors, the following:

144 “(i) Whether the tenant’s income prior to or during the COVID-19 covered
145 period was below 40 percent area median income;

146 “(ii) Whether the tenant experienced reductions in income during the
147 COVID-19 covered period due to factors such as temporary or permanent job loss, reduced work
148 hours, reductions in business revenue, or reductions in financial assistance;

149 “(iii) Whether the tenant experienced increased expenses during the
150 COVID-19 covered period due to factors such as COVID-19-related medical care or increased
151 childcare costs;

152 “(iv) Whether the tenant is currently eligible or was eligible for cash
153 assistance, supplemental nutrition assistance program (food stamps), supplemental security
154 income (SSI), Medicaid or DC Healthcare Alliance, or unemployment insurance or benefits
155 during the COVID-19 covered period.

156 “(iv) Whether vacating the premises and moving into new permanent
157 housing would pose a significant health risk because the tenant or one or more members of the
158 tenant’s household have an increased risk for severe illness or death from COVID-19 due to
159 being over the age of sixty-five, having a disability or having an underlying medical condition,
160 which may include but is not limited to being immunocompromised.

161 “(B)(i) If the court finds the tenant has established a financial or medical hardship
162 defense pursuant to subparagraph (A) of this paragraph, the court shall not enter a judgment for
163 possession against the tenant. A tenant may establish a financial hardship defense by submitting
164 a financial hardship declaration to the court or by providing testimony, documentation, or other
165 evidence of the factors in subparagraph (A) of this paragraph to the court. Nothing in this
166 subsection shall prevent the court from entering a money judgment where the housing provider
167 meets all other requirements under District law for the entry of a money judgment.

168 “(ii) If a money judgment is entered and the tenant remains in possession
169 of the rental unit, any subsequent payment from the tenant to the housing provider will be
170 credited first to rent due before or after the COVID-19 covered period and any other charges or
171 fees currently due. Nothing in this subsection shall prevent a housing provider from using any
172 mechanism authorized under District law to collect on the money judgment, or a housing
173 provider or a tenant from applying for rental assistance for the months of rent covered by a
174 money judgment, so long as the tenant remains in possession of the rental unit.

175 “(5) For purposes of this subsection, the term:

176 “(A) “Act of violence” shall have the same meaning as “crime of
177 violence” as provided in § 23-1331(4).

178 “(B) “Assault” shall be construed according to § 22-404.

179 “(C) “COVID-19 covered period” means March 11, 2020 until such time
180 as the Mayor declares an end to the COVID-19 public emergency extended by Mayor’s Order
181 2021-119, or any subsequent extension of the public emergency.

182 “(D) “Significant damage” includes large holes in the walls of the
183 unit that cannot be repaired with plaster and paint, destruction of major building systems such as
184 electric or plumbing, destruction of appliances such as ovens, refrigerators or dish washing
185 machines in the unit, or damage to large areas of flooring such that the housing provider will
186 have to replace the damaged flooring.

187 “(E) “Threat” shall be construed according to § 22-407.

188 “(F) “Unlawful possession of a firearm” shall be construed according to §
189 22-4503.

190 “(6) Nothing in this section shall be construed to create an obligation on the part
191 of any person to pursue an eviction action under this subsection.

192 “(7) No tenant shall be evicted from a rental unit based on a complaint filed under
193 this subsection unless the court determines by a preponderance of the evidence that the alleged
194 violation of an obligation of tenancy meets all of the requirements of this subsection.

195 “(8) At the initial hearing for any complaint for non-payment of rent, if the
196 complaint does not allege sufficient facts or the person aggrieved has not produced sufficient
197 documentation to meet all pre-filing requirements under District law, the Court shall dismiss the

198 complaint.

199 “(d)(1) The person aggrieved shall not file a complaint seeking restitution of possession
200 pursuant to this section without a valid registration or claim or exemption issued pursuant to §
201 42-3502.05, and a current license for rental housing issued pursuant to § 47-2828(c)(1) presented
202 at the time of filing.

203 “(2) The Court may waive the requirements for a current license for rental
204 housing in this subsection if the person aggrieved can demonstrate that the housing provider for
205 the housing accommodation was unable to obtain or renew a current rental housing license due
206 to extenuating circumstances.

207 “(3) The requirements of this subsection shall not apply to complaints involving
208 subtenants.

209 “(e) The person aggrieved shall not file a complaint pursuant seeking relief pursuant to
210 this section based on consistent late payment of rent by a tenant occurring between the dates of
211 March 11, 2020, and 60 days after the expiration of the public health emergency declared in
212 response to the novel 2019 coronavirus (SARS CoV-2).

213 “(f) Subsections (b), (c), (d), and (e) of this section shall not apply to complaints
214 involving commercial tenants.”.

215 (2) Section 16-1503 is amended to read as follows:

216 “When, upon a trial in a proceeding pursuant to this chapter, it appears that the
217 plaintiff is entitled to the possession of the premises, judgment and execution for the possession
218 shall be awarded in his favor, with costs, except where the court finds the residential tenant has
219 established a financial or medical hardship defense under § 16-1501(c)(4)(A); and if the plaintiff

220 becomes nonsuit or fails to prove his right to the possession, the defendant shall have judgment
221 and execution for his costs.”.

222 (b) Section 501 of the Rental Housing Act of 1985, effective July 17, 1985 (D.C. Law 6-
223 10; D.C. Official Code Sec. 42-3505.01) is amended as follows:

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

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

226 “(1) Except as provided in this section, no tenant shall be evicted from a rental
227 unit, notwithstanding the expiration of the tenant’s lease or rental agreement, so long as the
228 tenant continues to pay the rent to which the housing provider is entitled for the rental unit;
229 provided, that the nonpayment of a late fee shall not be the basis for an eviction. No tenant shall
230 be evicted from a rental unit for any reason unless the tenant has been served with a written
231 notice which meets the requirements of this section. Notices to vacate for all reasons other than
232 for nonpayment of rent shall be served upon both the tenant and the Rent Administrator. All
233 notices to vacate shall contain a statement detailing the reasons for the eviction, and if the
234 housing accommodation is required to be registered by this chapter, a statement that the housing
235 accommodation is registered with the Rent Administrator. The Rent Administrator shall provide
236 unredacted copies of any such notices to any legal services provider upon request.”.

237 (2) Paragraph (2) is amended by striking the phrase “summons” and inserting the
238 word “notice” in its place.

239 (3) Subsection (a-1)(C) is amended by striking the phrase “when the summons
240 was posted” and inserting the phrase “when the summons or notice was posted” in its place.

241 (4) Subsection (b-1) is amended to read as follows:

242 “(b-1)(1) On or after October 12, 2021, a housing provider may recover
243 possession of a rental unit for nonpayment of rent when the past due rent is equal to more than
244 \$600 and any of the following applies:

245 “(A) The tenant fails to submit an emergency rental assistance application
246 within 60 days of receiving a notice of past due rent;

247 “(B) The tenant’s application for emergency rental assistance was denied,
248 or the application was approved with a balance of equal to or greater than \$600 remaining
249 unpaid, and the tenant and housing provider have not established a rent payment plan pursuant to
250 section 402 of the Coronavirus Support Temporary Amendment Act of 2021, effective June 24,
251 2021 (D.C. Law 24-9; D.C. Official Code § 42-3192.01), within 14 days of the denial; or

252 “(C) A tenant with a rent payment plan is at least \$600 or 2 months behind
253 on the terms of the payment plan, whichever is greater.

254 “(2) Prior to filing a complaint with the Superior Court for nonpayment of rent, a
255 housing provider shall send to the tenant a notice of past due rent, and the housing provider may
256 not file a claim to recover possession of the rental unit less than 60 days after providing the
257 tenant with the required notice.

258 “(A) Prior to October 28, 2021, a notice of past due rent shall contain the
259 following or substantively similar language:

260 “This is a notice of past due rent. The total amount of rent owed is [list specific
261 amount due]. A ledger showing the dates of rent charges and payments for the period of
262 delinquency is attached. You have the right to remain in the rental unit if the total balance of
263 unpaid rent is paid in full or if you are current on a rent payment plan.

264 “[Name of housing provider] has initiated an application to STAY DC for

265 emergency rental assistance on your behalf for any rent due after April 1, 2020. Only you or your
266 authorized representative can complete the tenant portion of the application. If the ledger shows
267 amounts due prior to April 2020, you should also seek assistance from other District emergency
268 rental assistance programs, such as the Emergency Rental Assistance Program (ERAP).

269 “You have 60 days, or until [insert specific date], to submit your portion of any
270 application(s) for emergency rental assistance. To apply for STAY DC, go to stay.dc.gov or call
271 833-4STAYDC (833-478-2932). The STAY DC call center can also connect you to application
272 help and refer you to ERAP and other District emergency rental assistance programs.

273 “You may qualify for assistance if your household’s annual income is equal
274 to or less than the amounts shown below:

| People in Household | Maximum Income | People in Household | Maximum Income |
|---------------------|----------------|---------------------|----------------|
| 1 | \$57,650 | 5 | \$88,900 |
| 2 | \$65,850 | 6 | \$95,500 |
| 3 | \$74,100 | 7 | \$102,100 |
| 4 | \$82,300 | 8 | \$108,650 |

275
276 “[Name of housing provider] has the right to file a case in court seeking your
277 eviction, without further notice, if any of the following occur:

278 “(A) You fail to submit an emergency rental assistance application within
279 60 days;

280 “(B) You are denied emergency rental assistance for all or part of the past
281 due amount and you have not established a rent payment plan with us within 14 days of the
282 denial; or

283 “(C) You miss payments under a rent payment plan totaling at least \$600
284 or two months of rent, whichever is greater.

285 “If [name of housing provider] files in court, your next notice will be a summons
286 to appear in court. You have the right to defend yourself in court. Only a court can order your
287 eviction. For further help or to seek free legal services, contact the Office of the Tenant Advocate
288 at 202-719-6560 or the Landlord Tenant Legal Assistance Network at 202-780-2575.

289 “(B) On or after October 28, 2021, a notice of past due rent shall contain
290 the following or substantively similar language:

291 “This is a notice of past due rent. The total amount of rent owed is [list specific amount].
292 A ledger showing the dates of rent charges and payments for the period of delinquency is
293 attached. You have the right to remain in the rental unit if the total balance of unpaid rent is paid
294 in full or if you are current on a rent payment plan.

295 “You may qualify for Emergency Rental Program Assistance (ERAP) if your
296 household’s income is equal to or less than the amounts shown below:

| People in Household | Maximum Income | People in Household | Maximum Income |
|---------------------|----------------|---------------------|----------------|
| 1 | \$35,280 | 5 | \$55,440 |
| 2 | \$40,320 | 6 | \$60,480 |
| 3 | \$45,360 | 7 | \$65,520 |
| 4 | \$50,400 | 8 | \$70,560 |

297
298 “Only you or your authorized agent may apply for ERAP. To learn more about the
299 program and apply for assistance, please visit <https://erap.dhs.dc.gov>.

300 “[Name of housing provider] has the right to file a case in court seeking your eviction
301 without further notice if you do not pay the total balance of unpaid rent in full or you miss
302 payments under a rent payment plan totaling at least \$600 or two months of rent, whichever is
303 greater.

304 “If [name of housing provider] files in court, your next notice will be a summons to
305 appear in court. You have the right to defend yourself in court, including filling out the attached
306 declaration of financial hardship. This declaration should be submitted to the court if you receive
307 a summons.

308 “Only a court can order your eviction. For further help or to seek free legal services,
309 including help applying for rental assistance or preparing a payment plan, contact the Office of
310 Tenant Advocate at 202-719-6560 or the Landlord Tenant Legal Assistance Network at 202-780-
311 2575.

312 **“TENANT’S DECLARATION OF ECONOMIC OR MEDICAL HARDSHIP DURING**
313 **THE COVID-19 PANDEMIC**

314 “I am a tenant, lawful occupant, or other person responsible for paying rent, use
315 and occupancy, or any other financial obligation under a lease or tenancy agreement
316 at (address of dwelling unit):

317 _____

318 **“YOU MUST INDICATE BELOW YOUR QUALIFICATION FOR EVICTION**
319 **PROTECTION BY SELECTING ONE MORE OF THE OPTIONS BELOW**

320 “I am experiencing financial or medical hardship, and I am unable to pay my rent or other
321 financial obligations under the lease in full or obtain alternative suitable permanent housing
322 because of one or more of the following:

323 “ My income prior to during the COVID-19 covered period (March 11,
324 2020 through today) was below 40 percent of area median income, based on the chart below.

325 “ My income has decreased during the COVID-19 covered period due
326 to factors such as temporary or permanent job loss, reduced work hours, reductions in business
327 revenue, or reductions in financial assistance;

328 “ Personal or household expenses during the COVID-19 covered period
329 have increased due to factors such as COVID-19-related medical care or increased childcare
330 costs;

331 “ I am currently or during the COVID-19 covered period was eligible
332 for cash assistance, supplemental nutrition assistance program (food stamps), supplemental
333 security income (SSI), Medicaid or DC Healthcare Alliance, or unemployment insurance or
334 benefits.

335 “ Vacating my home and moving into new permanent housing would
336 pose a significant health risk because myself and/or one or more members of my household have
337 an increased risk for severe illness or death from COVID-19 due to being over the age of sixty-
338 five, having a disability or having an underlying medical condition, which may include but is not
339 limited to being immunocompromised.

340 “To the extent that I have lost household income or had increased expenses, any
341 additional public assistance that I have received since the start of the COVID-19 pandemic did
342 not fully make up for my loss of household income or increased expenses.

343 “I understand that I must comply with all other lawful terms under my tenancy, lease
344 agreement or similar contract. I further understand that lawful fees, penalties or interest for not
345 having paid rent in full or met other financial obligations as required by my tenancy, lease

346 agreement or similar contract may still be charged or collected and may result in a monetary
347 judgment against me. I further understand that my landlord may be able to seek eviction and that
348 the law may provide certain protections at that time that are separate from those available
349 through this declaration.

350 Signed:

351 Print Name:

352 Date:

353 **“NOTICE:** You are signing and submitting this form under penalty of law. That means it is
354 against the law to make a statement on this form that you know is false.

355 “40% Area Median Income Table:

| People in Household | Maximum Income | People in Household | Maximum Income |
|---------------------|----------------|---------------------|----------------|
| 1 | \$35,280 | 5 | \$55,440 |
| 2 | \$40,320 | 6 | \$60,480 |
| 3 | \$45,360 | 7 | \$65,520 |
| 4 | \$50,400 | 8 | \$70,560 |

356

357 (5) Subsection (r) is amended to read as follows:

358 “(r) No tenant shall be evicted from a rental unit unless the housing provider provides
359 documentation to the court at the time of filing a writ of restitution demonstrating that the
360 housing provider has a current business license for rental housing issued pursuant to § 47-
361 2828(c)(1).”.

362 (6) Subsection (s) is amended to read as follows:

363 “(s) No purchaser from a foreclosure auction or other auction shall issue a notice to quit
364 or otherwise initiate an action for possession, ejectment, or their equivalents (or charge rent, fair
365 use and occupancy, or their equivalents) against a current occupant, unless the purchaser has
366 obtained the deed to the property. This subsection shall not alter the rights of tenants whose
367 tenancies survive foreclosure.”.

368 Section 4. Section 905 of the District of Columbia Government Comprehensive Merit
369 Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-609.5),
370 is amended by striking the phrase “employing them, without” and inserting the phrase
371 “employing them, or the Chairman of the Council pursuant to section 406(c), without” in its
372 place.

373 Section 5. Repealers.

374 (a) Subsection (a)(1) of Section 5 of the Public Emergency Extension and Eviction and
375 Utility Moratorium Phasing Temporary Amendment Act of 2021, enacted on September 1, 2021
376 (D.C. Act 24-168; 68 DCR 9487), is repealed.

377 (b) Section (b)(D) of Section 5 of the Public Emergency Extension and Eviction and
378 Utility Moratorium Phasing Temporary Amendment Act of 2021, enacted on September 1, 2021
379 (D.C. Act 24-168; 68 DCR 9487), is repealed.

380 (c) Section 7 of the of the Public Emergency Extension and Eviction and Utility
381 Moratorium Phasing Temporary Amendment Act of 2021, enacted on September 1, 2021 (D.C.
382 Act 24-168; 68 DCR 9487), is repealed.

383 (d) Subsection (a)(1) of Section 4 of the Public Emergency Extension and Eviction and
384 Utility Moratorium Phasing Congressional Review Emergency Amendment Act of 2021 is
385 repealed.

386 (e) Subsection (b)(D) Section 4 of the Public Emergency Extension and Eviction and
387 Utility Moratorium Phasing Congressional Review Emergency Amendment Act of 2021 is
388 repealed.

389 Section 6. Fiscal Impact Statement.

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

393 Section 7. Effective date.

394 (a) This act shall take effect following approval by the Mayor (or in the event of veto by
395 the Mayor, action by the Council to override the veto), a 30-day period of congressional review
396 as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December
397 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of
398 Columbia Register.

399 (b) This act shall expire after 225 days of its having taken effect.