A BILL

24-469

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

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

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

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

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

payment plan;

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

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

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

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

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

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

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

certified as qualified for utility disconnection relief pursuant to paragraph (2) of this subsection.

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

 “(3A) A company shall consider a customer as certified as qualified for utility

disconnection relief under this subsection where:

 “(A) The customer’s name is included on the list provided to a company

under paragraph (3)(B) of this subsection;

 “(B) The customer’s home address is included on the list provided to a

company under paragraph (3)(B) of this subsection, but the name of the individual certified does

not match the name of the customer on the account; or

 “(C) The customer provides the company with a copy of the notice of

certification provided by the Mayor under paragraph (3)(A) of this subsection by mail, email,

fax, or other reasonable method.

 “(4) By August 9, 2021, the Mayor shall, pursuant to Title I of the District of

Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C.

Official Code § 2-501 et seq.), promulgate emergency rules to implement this subsection,

including guidance on the District’s and the companies’ responsibilities under this subsection.”.

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

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

 Sec. 3. Tenant Safe Harbor for Financial Hardship.

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

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

 “§ 16-1501. Definition; summons.

 “(a) When a person detains possession of real property without right, or after his right to

possession has ceased, the Superior Court of the District of Columbia, on complaint under oath verified by the person aggrieved by the detention, or by his agent or attorney having knowledge

of the facts, may issue a summons in English and Spanish to the party complained of to appear

and show cause why judgment should not be given against him for the restitution of possession.

 “(b) The person aggrieved shall not file a complaint seeking restitution of possession

pursuant to this section for nonpayment of rent in an amount less than $600. Nothing in this

subsection shall prevent the person aggrieved from filing a complaint to recover the amount

owed.

 “(c)(1) Prior to January 1, 2022, the person aggrieved shall not file a complaint seeking

relief pursuant to this section, except when:

 “(A) The complaint alleges that the tenant’s continuing presence at the

housing accommodation where the tenant resides presents a current and substantial threat to the

health and safety of tenants, on-site agents, or employees of the owners of the housing

accommodation, or household members or guests of other tenants, or residents of immediately

adjacent properties, because the tenant has violated an obligation of tenancy by engaging in an

unlawful possession of a firearm, threats or acts of violence, or assault;

 “(B) The complaint alleges that the tenant has willfully or wantonly

caused significant damage to the unit, building, premises, or property of the housing provider; or

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

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

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

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

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

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

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

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

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

 “(F) For complaints that involve rent arrears accrued since March 11,

2020, the landlord did not offer or negotiate a payment plan in good faith pursuant to § 42-3281

at any time since March 11, 2020.

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

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

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

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

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

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

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

 “(B)(i) If the court finds the tenant has established a financial or medical hardship defense pursuant to subparagraph (A) of this paragraph, **the court shall stay the execution of a judgment for possession against a tenant until March 31, 2022 at the earliest; except that the court shall not stay the execution of a judgment for possession pursuant to this sub-subparagraph when the tenant lives in the same building as the housing provider or where the housing provider owns a single unit within a housing accommodation with more than one unit.** **~~the court shall not enter a judgment for possession against the tenant~~**. A tenant may establish a financial **or medical** hardship defense by submitting a financial **or medical** hardship declaration to the court or by providing testimony, documentation, or other evidence of the factors in subparagraph (A) of this paragraph to the court. Nothing in this subsection shall prevent the court from entering a money judgment where the housing provider meets all other requirements under District law for the entry of a money judgment.

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

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

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

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

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

 “(D) “Significant damage” includes large holes in the walls of the

unit that cannot be repaired with plaster and paint, destruction of major building systems such as

electric or plumbing, destruction of appliances such as ovens, refrigerators or dish washing

machines in the unit, or damage to large areas of flooring such that the housing provider will

have to replace the damaged flooring.

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

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

 “(6) Nothing in this section shall be construed to create an obligation on the part

of any person to pursue an eviction action under this subsection.

 “(7) No tenant shall be evicted from a rental unit based on a complaint filed under

this subsection unless the court determines by a preponderance of the evidence that the alleged

violation of an obligation of tenancy meets all of the requirements of this subsection.

 “(8) At the initial hearing for any complaint for non-payment of rent, if the

complaint does not allege sufficient facts or the person aggrieved has not produced sufficient

documentation to meet all pre-filing requirements under District law, the Court shall dismiss the

complaint.

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

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

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

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

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

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

 “When, upon a trial in a proceeding pursuant to this chapter, it appears that the plaintiff is entitled to the possession of the premises, judgment and execution for the possession shall be awarded in his favor, with costs**~~, except where the court finds the residential tenant has established a financial or medical hardship defense under § 16-1501(c)(4)(A)~~**; and if the plaintiff becomes nonsuit or fails to prove his right to the possession, the defendant shall have judgment and execution for his costs.”.

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

 (1) Subsection (a) is amended **to read** as follows:

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

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

 **“(2) If a notice is served by posting a copy on the premises, a photograph of the posted notice must be submitted to the court. The photograph must have a readable timestamp that indicates the date and time of when the notice was posted.**

 **“(3) If the landlord knows the tenant speaks a primary language other than English or Spanish that is covered under section 4 of the Language Access Act of 2004, effective June 19, 2004 (D.C. Law 15-167; D.C. Official Code § 2-1933), the landlord must provide the notice in that language.”.**

 **~~(2) Paragraph (2) is amended by striking the phase “summons” and inserting the word “notice” in its place.~~**

 (**2~~3~~**) **~~A new~~** Subsection (a-1)**~~(C)~~** is **amended to read as follows:** **~~amended by striking the phrase “when the summons was posted” and inserting the phrase “when the summons or notice was posted” in its place.~~**

 **“(a-1)(1) A housing provider shall provide the tenant with notice of the housing provider’s intent to file a claim against a tenant to recover possession of a rental unit at least 30 days before filing the claim, unless the claim pertains to subsection (b-1) of this section. Such notice may be served concurrently with notice provided under subsection (a) of this section**.

 **“(2) The Superior Court shall dismiss a claim brought by a housing provider to recover possession of a rental unit when the housing provider:**

 **“(A) Did not provide the tenant with notice as required by this subsection;**

 **“(B) Filed the claim to recover possession of the rental less than 30 days after providing the tenant with notice as required by this subsection; or**

 **“(C) In cases in which a notice to quit or a summons and complaint are served by posting on the leased premise, failed to provide the Superior Court with photographic evidence of the posted service with a readable timestamp that indicates the date and time of when the summons or notice was posted.**

 **(3) Subsection (b) is amended to read as follows:**

 **“(b) A housing provider may recover possession of a rental unit when the tenant is violating an obligation of tenancy, other than nonpayment of rent, and fails to correct the violation within 30 days after receiving notice from the housing provider.”.**

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

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

 “(A) The tenant fails to submit an emergency rental assistance application

within 60 days of receiving a notice of past due rent;

 “(B) The tenant’s application for emergency rental assistance was denied,

or the application was approved with a balance of equal to or greater than $600 remaining

unpaid, and the tenant and housing provider have not established a rent payment plan pursuant to

section 402 of the Coronavirus Support Temporary Amendment Act of 2021, effective June 24,

2021 (D.C. Law 24-9; D.C. Official Code § 42-3192.01), within 14 days of the denial; or

 “(C) A tenant with a rent payment plan is at least $600 or 2 months behind

on the terms of the payment plan, whichever is greater.

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

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

 “This is a notice of past due rent. The total amount of rent owed is [list specific amount due]. A ledger showing the dates of rent charges and payments for the period of

delinquency is attached. You have the right to remain in the rental unit if the total balance of

unpaid rent is paid in full or if you are current on a rent payment plan.

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

emergency rental assistance on your behalf for any rent due after April 1, 2020. Only you or your

authorized representative can complete the tenant portion of the application. If the ledger shows

amounts due prior to April 2020, you should also seek assistance from other District emergency

rental assistance programs, such as the Emergency Rental Assistance Program (ERAP).

 “You have 60 days, or until [insert specific date], to submit your portion of any

application(s) for emergency rental assistance. To apply for STAY DC, go to stay.dc.gov or call

833-4STAYDC (833-478-2932). The STAY DC call center can also connect you to application

help and refer you to ERAP and other District emergency rental assistance programs.

 “You may qualify for assistance if your household’s annual income is equal

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 |

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

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

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

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

 “If [name of housing provider] files in court, your next notice will be a summons

to appear in court. You have the right to defend yourself in court. Only a court can order your

eviction. For further help or to seek free legal services, contact the Office of the Tenant Advocate

at 202-719-6560 or the Landlord Tenant Legal Assistance Network at 202-780-2575.

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

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

 “You may qualify for Emergency Rental Program Assistance (ERAP) if your 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 |

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

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

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

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

“**TENANT’S DECLARATION OF ECONOMIC OR MEDICAL HARDSHIP DURING**

**THE COVID-19 PANDEMIC**

 “I am a tenant, lawful occupant, or other person responsible for paying rent, use

and occupancy, or any other financial obligation under a lease or tenancy agreement

at (address of dwelling unit):

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

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

 “[ ]  My income **is currently** **~~prior to during the COVID-19 covered period (March 11, 2020 through today) was~~** below 40 percent of area median income, based on the chart below.

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

 **~~“~~**[ ]  **~~Personal or household expenses during the COVID-19 covered period have increased due to factors such as COVID-19-related medical care or increased childcare costs;~~**

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

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

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

 “I understand that I must comply with all other lawful terms under my tenancy, lease agreement or similar contract. I further understand that lawful fees, penalties or interest for not having paid rent in full or met other financial obligations as required by my tenancy, lease agreement or similar contract may still be charged or collected and may result in a monetary judgment against me. I further understand that my landlord may be able to seek eviction and that the law may provide certain protections at that time that are separate from those available through this declaration.

 Signed:

 Print Name:

 Date:

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

 “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 |

 (5) A new **~~S~~s**ubsection (r) is **~~amended~~** **added** to read as follows:

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

 (6) **A new** **~~S~~s**ubsection (s) is **~~amended~~** **added** to read as follows:

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

 **(7) A new subsection (t) is added to read as follows:**

 **“(t)(1) For any eviction authorized in a case filed prior to March 11, 2020, that involves non-payment of rent, the housing provider shall contact the Department of Human Services to determine whether the tenant has a pending Emergency Rental Assistance Program (“ERAP”) and/or STAY DC application no earlier than 5 business days and no later than 48 hours prior to the scheduled date and time of eviction.**

 **(2)(A) When the tenant has a pending ERAP and/or STAY DC application, the housing provider shall notify the Superior Court and the U.S. Marshals Service no later than 24 hours prior to the scheduled date and time of the eviction.**

 **(B) If the tenant has a pending ERAP and/or STAY DC application, the housing provider shall reschedule the eviction for a date no earlier than 3 weeks from the current scheduled eviction date to allow for the application to be processed, a determination of funding to be made, and funding distributed to the housing provider if the application is approved. Any** **further stay or rescheduling of the eviction date may only be granted by order of the Superior Court or by agreement of the housing provider.”.**

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

 Section 5. Repealers.

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

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

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

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

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

 Section 6. Fiscal Impact Statement.

 The Council adopts the fiscal impact statement of the Budget Director as the fiscal impact

statement required by section 4a of the General Legislative Procedures Act of 1975, approved

October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

 Section 7. Effective date.

 (a) This act shall take effect following approval by the Mayor (or in the event of veto by

the Mayor, action by the Council to override the veto), a 30-day period of congressional review

as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December

24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of

Columbia Register.

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