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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

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

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

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

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

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

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

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

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

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

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

54 “(3)(A) By September 13, 2021, the Mayor shall provide notice to each individual
55 certified as qualified for utility disconnection relief pursuant to paragraph (2) of this subsection.

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

62 “(3A) A company shall consider a customer as certified as qualified for utility
63 disconnection relief under this subsection where:

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

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

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

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

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

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

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

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

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

81 “§ 16-1501. Definition; summons.

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

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

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

92 relief pursuant to this section, except when:

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

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

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

104 “(i) He or she has applied for emergency rental assistance
105 through the STAY DC program on behalf of the tenant, or initiated the application on behalf of
106 the tenant by completing all landlord portions of the application, the tenant has been notified in
107 writing of the application, and the housing provider is eligible to seek possession pursuant to §
108 42- 3505.01(b-1)(1); and

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

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

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

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

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

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

123 “(E) The housing provider has not met the requirements of § 42-
124 3505.01(b-1)(1); or

125 “(F) For complaints that involve rent arrears accrued since March 11,
126 2020, the landlord did not offer or negotiate a payment plan in good faith pursuant to § 42-3281
127 at any time since March 11, 2020.

128 “(3) For complaints filed pursuant to paragraph (1)(B) of this subsection, it shall
129 be a dispositive affirmative defense requiring dismissal of a complaint if a tenant can
130 demonstrate with substantial evidence that the housing provider willfully or negligently

131 contributed to the significant damage of the unit, premises, building, or property that are the
132 subject of the complaint.

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

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

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

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

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

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

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

167 “(ii) If a money judgment is entered and the tenant remains in possession
168 of the rental unit, any subsequent payment from the tenant to the housing provider will be
169 credited first to rent due before or after the COVID-19 covered period and any other charges or

170 fees currently due. Nothing in this subsection shall prevent a housing provider from using any
171 mechanism authorized under District law to collect on the money judgment, or a housing
172 provider or a tenant from applying for rental assistance for the months of rent covered by a
173 money judgment, so long as the tenant remains in possession of the rental unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

208 “(e) The person aggrieved shall not file a complaint pursuant seeking relief pursuant to
209 this section based on consistent late payment of rent by a tenant occurring between the dates of

210 March 11, 2020, and 60 days after the expiration of the public health emergency declared in
211 response to the novel 2019 coronavirus (SARS CoV-2).

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

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

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

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

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

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

225 “**(a)**(1) Except as provided in this section, no tenant shall be evicted from a rental
226 unit, notwithstanding the expiration of the tenant’s lease or rental agreement, so long as the
227 tenant continues to pay the rent to which the housing provider is entitled for the rental unit;
228 provided, that the nonpayment of a late fee shall not be the basis for an eviction. No tenant shall
229 be evicted from a rental unit for any reason unless the tenant has been served with a written

230 notice which meets the requirements of this section. Notices to vacate for all reasons other than
231 for nonpayment of rent shall be served upon both the tenant and the Rent Administrator. All
232 notices to vacate shall contain a statement detailing the reasons for the eviction, and if the
233 housing accommodation is required to be registered by this chapter, a statement that the housing
234 accommodation is registered with the Rent Administrator. The Rent Administrator shall provide
235 unredacted copies of any such notices to any legal services provider upon request.”.

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

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

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

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

248 **“(a-1)(1) A housing provider shall provide the tenant with notice of the housing**
249 **provider’s intent to file a claim against a tenant to recover possession of a rental unit at**

250 least 30 days before filing the claim, unless the claim pertains to subsection (b-1) of this
251 section. Such notice may be served concurrently with notice provided under subsection (a)
252 of this section.

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

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

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

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

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

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

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

268 “(b-1)(1) On or after October 12, 2021, a housing provider may recover
269 possession of a rental unit for nonpayment of rent when the past due rent is equal to more than
270 \$600 and any of the following applies:

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

273 “(B) The tenant’s application for emergency rental assistance was denied,
274 or the application was approved with a balance of equal to or greater than \$600 remaining
275 unpaid, and the tenant and housing provider have not established a rent payment plan pursuant to
276 section 402 of the Coronavirus Support Temporary Amendment Act of 2021, effective June 24,
277 2021 (D.C. Law 24-9; D.C. Official Code § 42-3192.01), within 14 days of the denial; or

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

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

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

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

288 delinquency is attached. You have the right to remain in the rental unit if the total balance of
289 unpaid rent is paid in full or if you are current on a rent payment plan.

290 “[Name of housing provider] has initiated an application to STAY DC for
291 emergency rental assistance on your behalf for any rent due after April 1, 2020. Only you or your
292 authorized representative can complete the tenant portion of the application. If the ledger shows
293 amounts due prior to April 2020, you should also seek assistance from other District emergency
294 rental assistance programs, such as the Emergency Rental Assistance Program (ERAP).

295 “You have 60 days, or until [insert specific date], to submit your portion of any
296 application(s) for emergency rental assistance. To apply for STAY DC, go to stay.dc.gov or call
297 833-4STAYDC (833-478-2932). The STAY DC call center can also connect you to application
298 help and refer you to ERAP and other District emergency rental assistance programs.

299 “You may qualify for assistance if your household’s annual income is equal
300 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

301

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

304 “(A) You fail to submit an emergency rental assistance application within
305 60 days;

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

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

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

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

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

321 “You may qualify for Emergency Rental Program Assistance (ERAP) if your
322 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

323

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

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

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

334 “Only a court can order your eviction. For further help or to seek free legal services,
335 including help applying for rental assistance or preparing a payment plan, contact the Office of

336 Tenant Advocate at 202-719-6560 or the Landlord Tenant Legal Assistance Network at 202-780-
337 2575.

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

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

343 _____

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

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

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

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

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

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

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

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

370 “I understand that I must comply with all other lawful terms under my tenancy, lease
371 agreement or similar contract. I further understand that lawful fees, penalties or interest for not
372 having paid rent in full or met other financial obligations as required by my tenancy, lease
373 agreement or similar contract may still be charged or collected and may result in a monetary
374 judgment against me. I further understand that my landlord may be able to seek eviction and that

375 the law may provide certain protections at that time that are separate from those available
376 through this declaration.

377 Signed:

378 Print Name:

379 Date:

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

382 “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

383

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

385 “(r) No tenant shall be evicted from a rental unit unless the housing provider provides
386 documentation to the court at the time of filing a writ of restitution demonstrating that the
387 housing provider has a current business license for rental housing issued pursuant to § 47-
388 2828(c)(1).”.

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

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

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

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

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

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

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

415 Section 5. Repealers.

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

419 ~~(b) Section (b)(D) of Section 5 of the Public Emergency Extension and Eviction and~~
420 ~~Utility Moratorium Phasing Temporary Amendment Act of 2021, enacted on September 1,~~
421 ~~2021 (D.C. Act 24-168; 68 DCR 9487), is repealed.~~

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

425 ~~(d) Subsection (a)(1) of Section 4 of the Public Emergency Extension and Eviction~~
426 ~~and Utility Moratorium Phasing Congressional Review Emergency Amendment Act of~~
427 ~~2021 is repealed.~~

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

431 Section 6. Fiscal Impact Statement.

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

435 Section 7. Effective date.

436 (a) This act shall take effect following approval by the Mayor (or in the event of veto by
437 the Mayor, action by the Council to override the veto), a 30-day period of congressional review
438 as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December
439 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of
440 Columbia Register.

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