
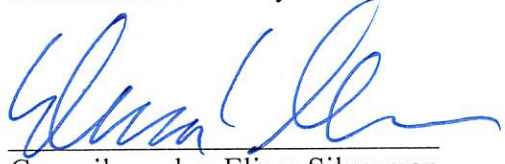


1 
2 Councilmember Anita Bonds


Councilmember Mary Cheh


Councilmember Elissa Silverman

11 A BILL

17
18 IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

21
22
23
24 To amend the Rental Housing Act of 1985 to clarify that the abolition of rent ceilings
25 applies to any attempt by the housing provider to preserve for future
26 implementation all or any part of any rent adjustment, and to establish limited
27 exceptions for rent concessions based on individual tenant circumstances.

28
29 BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this
30 act may be cited as the “Rent Concession and Rent Ceiling Abolition Clarification Amendment
31 Act of 2016”.

32 Sec. 2. The Rental Housing Act of 1985, effective July 17, 1985 (D.C. Law 6-10; D.C.
33 Official Code § 42-3501.01 *et seq.*), is amended as follows:

34 (a) Section 103 (D.C. Official Code § 42-3501.03) is amended by adding new paragraphs
35 (29A) and (35A) to read as follows:

36 “(29A) “Rent charged” means the maximum amount of monthly rent that the landlord

37 may demand or receive, which shall be no greater than the amount of rent that the tenant is
38 currently obligated to pay, except as provided in section 206(a-1).

39 “(35A) “Temporarily reduced rent” means an amount of monthly rent that is less than the
40 rent charged that the housing provider and tenant agree shall be the maximum amount of rent
41 that the housing provider is entitled to demand or receive for a certain period of time.”.

42 (b) Section 206 (D.C. Official Code § 42-3502.06) is amended by adding a new
43 subsection (a-1) to read as follows:

44 “(a-1)(1) For any petition or voluntary agreement filed and approved after August 5,
45 2006, or for any vacancy adjustment authorized by section 213 or adjustment of general
46 applicability authorized by section 206(b), the housing provider shall not preserve for future
47 implementation all or any portion of an approved rent increase, except to the extent that the
48 requirement in section 208(g) prohibits the immediate implementation of the approved rent
49 increase, in which case the housing provider’s right to preserve and implement all or any portion
50 of the approved but unimplemented rent increase for the unit shall expire 30 days after the
51 housing provider’s first opportunity to increase the rent charged in accordance with section
52 208(g).

53 “(2) The housing provider shall forfeit the right to preserve and implement all or
54 any portion of any rent increase pursuant to paragraph (1) of this subsection unless no later than
55 30 days following the effective date of the adjustment or the approval of the adjustment the
56 housing provider has reported to the tenant and the Rent Administrator the following:

57 “(A) The current rent charged for the unit;

58 “(B) The maximum amount of any future increase in the rent charged

59 based on a preserved and unimplemented increase in the rent charged;

60 “(C) The rent charged for the unit if and when the preserved rent increase
61 is implemented in full;

62 “(D) The date upon which that increase may be implemented; and

63 “(E) The date upon which the preserved rent adjustment expires after
64 which it may no longer be implemented.

65 “(3) In no event may the housing provider calculate an increase in the rent
66 charged on a basis other than the rent charged or the temporarily reduced rent, whichever is
67 lower, except that the housing provider may increase the rent by the amount of a rent concession
68 upon the expiration of the rent concession; provided that, the housing provider shall forfeit the
69 right to preserve and implement all or any portion of a rent concession unless:

70 “(A) A written agreement between the housing provider and the tenant has
71 been executed that sets forth:

72 “(i) The current rent charged for the unit;

73 “(ii) The temporarily reduced rent;

74 “(iii) The amount of the rent concession;

75 “(iv) The date upon which the rent concession expires, or the fact
76 that the rent concession is effective for the duration of the tenancy or for so long as the tenant
77 hardship exists;

78 “(v) That the rent concession is granted unconditionally, and may
79 not be rescinded for any reason other than the mutually agreed-upon expiration date of the rent
80 concession, if applicable.

81 “(B) The housing provider reports to the Rent Administrator no later than
82 thirty days following the effective date of the rent concession the information provided to the
83 tenant pursuant to paragraph (A) of this subsection, including a copy of the written agreement,
84 together with any accompanying notices and other documents.

85 “(4) Contemporaneously with the notice to the tenant of a rent increase based on
86 the expiration of a rent concession the housing provider shall file with the Rent Administrator an
87 affidavit certifying the effective date of the rent increase, the amount of the rent increase, and the
88 fact that the temporarily reduced rent is no longer in effect for the unit.

89 “(5) A violation of this subsection shall be deemed to be both an unlawful demand
90 for rent under section 901(a), and a false statement under section 901(b)(2).”.

91 Sec. 3. Fiscal impact statement.

92 The Council adopts the fiscal impact statement in the committee report as the
93 fiscal impact statement required by section 4a of the General Legislative Procedures Act
94 of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

95 Sec. 4. Effective date.

96 This act shall take effect following approval by the Mayor (or in the event of veto
97 by the Mayor, action by the Council to override the veto), a 30-day period of
98 congressional review as provided in section 602(c)(1) of the District of Columbia Home
99 Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-
100 206.02(c)(1)), and publication in the District of Columbia Register.