

## ***COVID-19 State of Emergency: Tenant Rights & Resources***

The purpose of this document is to help District renters understand their rights and available resources during the COVID-19 Public Health Emergency (“Emergency”) declared by Mayor Muriel Bowser. Mayor Bowser has extended the Emergency through Thursday, May 20, 2021.<sup>1</sup> The D.C. Office of the Tenant Advocate (OTA) has suspended its regular walk-in hours, Mondays through Thursdays, 9:00 am to 4:00 pm, for the duration of the Emergency. We are otherwise committed to providing our full range of services.

### **I. OTA Telecommute Services**

- a. Legal Branch:** Tenants needing legal services should contact OTA’s hotline. Either:
  - i. Go online to <https://ota.dc.gov/>; click on “OTA Housing Assistance” and “Community Service”; click on “Ask the Director” and complete the request; and then click “Submit”; or
  - ii. Call 202-719-6560 and leave a message.
- b. Policy Branch:** Tenants who have requests or questions regarding policy matters should send an email to Legislative Director Joel Cohn at [Joel.Cohn@dc.gov](mailto:Joel.Cohn@dc.gov).
- c. Outreach and Education Branch:** Tenants who have requests or questions regarding education and outreach services should contact the OTA’s Education and Outreach Coordinator, Cristobal Puig-Monsen, at [Cristobal.Puig@dc.gov](mailto:Cristobal.Puig@dc.gov) or (202) 317-2861.
- d. Emergency Housing Assistance:** OTA will respond to displacements in collaboration with the Department of Consumer and Regulatory Affairs (DCRA), DC Homeland Security (HSEMA), or the American Red Cross.

### **II. Tenant rights & protections during the Emergency<sup>2</sup>**

#### **a. Rent Increase Freeze & Rent Collection**

##### ***i. Rent increase freeze:***

- 1. Rent increases are prohibited during the Emergency and for 30 days thereafter. This applies to rent controlled and non-rent controlled units alike.
- 2. Any rent increase notice that was issued during the Emergency, or that was to take effect during the Emergency, is null and void. The landlord must issue a new 30-day notice when the Emergency ends.

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<sup>1</sup> Mayor’s Order 2021-038, Section II (effective 3/17/21).

<sup>2</sup> Except where otherwise noted, the tenant rights and protections listed in section II of this document are found in Act 24-0030, the “Coronavirus Support Emergency Amendment Act of 2021” (effective 3/17/21 - 6/15/21). Act 24-0030 replaces and generally incorporates the tenant rights and protections previously enacted as part of Act 23-0247; Act 23-0286; Act 23-0299; Act 23-0317; Act 23-0326, Act 23-0328; Act 23-0405; Act 23-0332; and Law 23-130. Temporary legislation (Bill 24-0140) to extend the provisions of Act 24-0030 for 225 days is pending. However, note that all tenant protections therein are nonetheless tied to the duration of the Emergency or a set number of days thereafter.

3. Any rent increase notice that was issued before the Emergency, but that was to take effect after the Emergency, is also null and void. The landlord must issue a new 30-day notice when the Emergency ends.
- ii. ***Tenant duty to pay frozen rent amount:*** The laws governing tenant's duty to pay rent, other than rent increases, have not changed.
1. Except as explained in item (iii) below, the tenant is still obligated to pay rent in the amount charged just prior to the start of the emergency.
  2. In the event of financial hardship, the tenant should notify the housing provider and ask for an alternative payment plan. Any such plan should be put in writing and should be achievable.
- iii. ***Rent Payment Plans:***
1. Landlords must develop a rent payment plan and make it available to tenants during the Emergency and for one year thereafter.
  2. The plan must cover all rent due during the Emergency, and for up to one year thereafter, so long as the tenant remains a tenant.
  3. The landlord must also include in the rent payment plan any amenity fee or other fee that is a part of the lease.
  4. To be eligible, a tenant must demonstrate to the landlord that the Emergency caused the tenant a direct or indirect financial hardship.
  5. Rent payment plans must have a minimum term length of one year, unless the tenant requests a shorter term.
  6. Any repayment of the deferred rent amount shall be made in equal monthly installments, unless the tenant requests otherwise.
  7. The tenant cannot lose any rights under the lease by entering into a payment plan.
  8. Landlords must establish an application procedure, and must accept applications by telephone and online; the landlord cannot deny an application that includes certain supporting documentation.
  9. The tenant may file a complaint with the Rent Administrator if the landlord denies their application for a rent payment plan. Tenants should use the Rent Administrator's official Tenant Payment Plan Complaint form (Form 24), which can be found at this [link](https://dhcd.dc.gov/service/rent-control)<sup>3</sup> in several languages.
  10. The landlord is not allowed to report to credit bureaus any delinquency arising from the tenant's participation in a payment plan.

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<sup>3</sup> <https://dhcd.dc.gov/service/rent-control>

- iv. **Form of payment:** The laws governing the form of rent payments have not changed.
1. If the lease requires the tenant to pay by money order or in a fashion that requires the tenant to leave their home, the tenant may contact the housing provider to discuss alternative payment options.
  2. Alternative options may include paying rent online via a wire transfer or an app such as Venmo, PayPal, Zelle, or otherwise.
  3. The agreement should be in writing, and it should specify the period of time during which the agreed upon options are available to the tenant (likely at least until the Emergency ends).

**b. Evictions**

- i. Landlords are prohibited from evicting any tenant during the Emergency.
- ii. ~~Landlords are prohibited from filing an eviction complaint during the Emergency and for 60 days thereafter.~~<sup>4</sup>
- iii. Landlords are prohibited from serving eviction summonses during the Emergency.
- iv. Landlords cannot evict a tenant without a Court order; following the Emergency, landlords must schedule evictions anew, and then provide the tenant with 21 days' notice of the eviction date.
- v. Landlords are prohibited from issuing a notice to vacate to the tenant during the Emergency and for 60 days thereafter.<sup>5</sup>
- vi. Landlords are prohibited from engaging in any action that is intended to force tenants to leave their housing or otherwise give up their rights under the law during the Emergency and for 60 days thereafter.<sup>5</sup>

**c. Utility Services & Late Fees**

- i. Utility companies (electric, gas, water, cable, and telecommunications) are prohibited from disconnecting services during the state of emergency and for 15 days following the end of the emergency.
- ii. Once this period ends, electric, gas, cable, and telecommunications companies must give 45-day notice before disconnecting service.<sup>6</sup>
- iii. Please note, cable and telecommunications companies may reduce services during the Emergency due to the nonpayment of a bill, so long as they maintain a basic level of service.

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<sup>4</sup> On 12/16/20, D.C. Superior Court ruled that the eviction filings moratorium is unconstitutional (D.C. Sup. Ct. Case Nos. 2020 LTB 006637, 006315, 006770, 008032, and 008107). Therefore, this item no longer applies unless and until it is reversed on appeal.

<sup>5</sup> Items (v) and (vi) are found in Law 23-172, the "Eviction Notice Moratorium Temporary Amendment Act of 2020" (effective 12/23/20; expires 8/4/21).

<sup>6</sup> Public Service Commission, Emergency Rulemaking RM3-2021-01 (effective 3/3/21-7/1/21).

- iv. Housing providers are prohibited from charging a late fee during the emergency. A fee for late payment of rent due March 1<sup>st</sup>, 2020 remains valid, if the grace period expired before the start of the Emergency on March 11<sup>th</sup>, 2020.

**d. Utility Payment Plans**

- i. A utility provider (gas, electric, DC Water, telecommunications, cable) must offer a payment plan for eligible customers for amounts that come due during the program period.
- ii. The “program period” is the Emergency plus:
  - 1. 60 days for a cable or telecommunications operator not regulated by the Public Service Commission.
  - 2. Six months for any other utility provider.
- iii. To be eligible, a customer must notify the provider of an inability to pay all or a portion of the amount due as a result of the public health emergency.
- iv. During the Emergency, a utility provider regulated by the Public Service Commission shall reconnect service to occupied residential property upon customer request and not charge a fee for this reconnection.

**e. Deadlines for the Exercise of Tenant and Tenant Association Rights**

- i. All deadlines for the exercise of tenant and tenant association rights under both the Rental Housing Act of 1985, and the Rental Housing Conversion and Sale Act of 1980 (including TOPA),<sup>7</sup> have been extended.
- ii. Specifically, any such deadline is tolled – or paused – until the end of the Emergency plus an additional 30 days.
- iii. Example:
  - 1. Tenants in a building with 5 or more units receive an offer of sale on March 1, 2020, from the housing provider.
  - 2. Under the law, they have 45 days, or until April 15, 2020, to create a tenant association and submit to the landlord a letter of interest in purchasing the building.
  - 3. On March 11, 2020, the Mayor declared a state of emergency.
  - 4. When the Mayor lifts the state of emergency, the tenants will have a total of 65 days (45 – 10 + 30) to respond to the offer of sale.

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<sup>7</sup> As of 2/26/21, the tolling of tenant deadlines under the Rental Housing Conversion and Sale Act of 1980 was removed from the COVID-19 emergency legislation. Instead, this tolling provision is now placed within separate legislation: Act 24-21, the “TOPA COVID-19 Tolling Exemption for Low Income Housing Tax Credit Transfers Emergency Amendment Act of 2021” (effective 2/26/21-5/27/21). The tolling requirement remains exactly the same, except that it exempts transfers of an interest to allow for the exit and replacement of equity investors under the Low-Income Housing Tax Credit (LIHTC) program so long as the relevant affordability requirements continue. All other tenant TOPA and conversion deadlines remain tolled during the Emergency.

**f. Tenant Notices of Intent to Vacate**

- i. The tenant may elect to toll or pause a Notice of Intent to Vacate submitted to the landlord prior to the Emergency for the Emergency's duration.
- ii. When the Emergency ends, the tenant will have exactly the same number of days remaining to vacate unit as they had before the Emergency started.
- iii. The tenant will not be deemed to be a “holdover tenant,” one who fails to vacate by the date promised. This is important because under DC law, a holdover tenant can be evicted and is liable for double the rent.

**g. Landlord access to rental units**

- i. The laws governing landlord access to a rental unit have not been changed. The landlord has the right to enter the unit to conduct repairs, inspections, or to show the unit to a prospective purchaser, if they comply with existing law.
- ii. Tenants should be aware of the [existing law](#)<sup>8</sup>. Except in the case of an emergency situation in the building, the landlord:
  1. Must provide the tenant with a 48-hour written notice (a text message or email suffices); and
  2. May only access the unit Monday through Saturday, between 9 a.m. and 5 p.m., except for District holidays, unless the tenant agrees otherwise.
- iii. Regarding concerns about spreading COVID-19, the tenant may request that the landlord defer non-essential work until after the emergency, and inquire about the health and safety precautions being taken. All parties should:
  1. Practice social distancing;
  2. Wear masks or face covering;
  3. Make sure that the apartment is cleaned / disinfected after visitors leave;
  4. Wash hands with soap and hot water for 20 seconds.

**h. Cleaning of Common Areas**

- i. The landlord must clean common areas on a regular basis, including surfaces that are regularly touched, such as doors, railings, seating, and the exterior of mailboxes.
- ii. The Department of Consumer and Regulatory Affairs has issued regulations elaborating on these cleaning requirements. See the issue of the D.C. Register at this [link](#)<sup>9</sup> (p. 000934) for the full regulations.
- iii. The Mayor has also provided COVID-19 guidance that pertains to common area cleaning and other important precautions in residential buildings. That guidance is available at this [link](#)<sup>10</sup>.

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<sup>8</sup> D.C. Official Code § 42-3505.51 (<https://code.dccouncil.us/dc/council/code/sections/42-3505.51.html>).

<sup>9</sup> <https://dcregs.dc.gov/Common/DCR/Issues/IssueDetailPage.aspx?issueID=857>

<sup>10</sup> [https://coronavirus.dc.gov/sites/default/files/dc/sites/coronavirus/page\\_content/attachments/COVID-19\\_DC\\_Health\\_Guidance\\_for\\_Apt-and-Condo\\_08202020.pdf](https://coronavirus.dc.gov/sites/default/files/dc/sites/coronavirus/page_content/attachments/COVID-19_DC_Health_Guidance_for_Apt-and-Condo_08202020.pdf)

**i. Masks in Residential Buildings**<sup>11 12</sup>

- i. All “essential businesses”—including residences and residential facilities—must ensure employees, contractors, and visitors wear a face mask and honor social distancing upon entering the building.
- ii. Essential businesses are required to post signage at their entrances instructing all employees, contractors, customers, guests and visitors to:
  1. Wear a mask or face covering;
  2. Maintain six (6) feet of distance from each other person who is not part of their household;
  3. Cough and sneeze away from people and into one’s elbow or shirt; and
  4. Not shake hands or engage in any other unnecessary physical contact.
- iii. Individuals must wear a mask in the common areas of apartments, condominiums and cooperatives.
- iv. Individuals may report violations of the Mayor’s order for not wearing masks to the Office of the Attorney General. Individuals found in violation of the Mayor’s order may be subject to fines up to \$1,000 per violation.

**j. Amenity Fee Refunds for Rent Controlled Units**

- i. Where the tenant pays an amenity fee in addition to the rent, and where the amenity is made temporarily unavailable due to the Emergency order, the landlord must provide a pro rata refund of the fee.
- ii. Where a service or facility fee is lawfully included in the rent charged, and the service or facility is made temporarily unavailable due to an Emergency order, the landlord does not have to reduce the rent charged.

**III. Tenant Associations (TA)**

- a. A TA should heed the COVID-19 Emergency orders and recommendations of District government and the Centers for Disease Control and Prevention, including not hosting in-person meetings involving social gathering.
- b. If a TA needs to hold a special meeting, it should explore and execute an online option.
- c. If a TA needs to hold a vote during the emergency, the TA should consider amending the bylaws to permit electronic, online, or virtual voting as appropriate.
- d. If you have relevant questions or concerns, contact OTA’s Education and Outreach Coordinator Cristobal Puig-Monsen at [Cristobal.Puig@dc.gov](mailto:Cristobal.Puig@dc.gov) or (202) 317-2861.

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<sup>11</sup> Items (i) and (ii) are found in Mayor’s Order 2020-066, Section IV (effective 5/13/20).

<sup>12</sup> Items (iii) and (iv) are found in Mayor’s Order 2020-080, Sections II and VII (effective 7/22/20).

## IV. Court Procedures

### a. D.C. Superior Court: Evictions

- i. Landlord & Tenant Court will conduct remote hearings, trials, and evidentiary hearings, but does not include any eviction cases and foreclosure cases involving residential homes not occupied by owners or heirs.
- ~~ii. The landlord may not file an eviction action in court until 60 days following the end of the Emergency.~~<sup>13</sup>
- iii. Tenants must have the technological capabilities, access to WebEx, or a phone, to attend the remote hearings. If you do not have the technical means to participate in the hearing, please visit DC Courts Remote Hearing Sites. Please, visit <https://www.dccourts.gov/services/remote-hearing-information> for tips and information on remote hearings.

### b. D.C. Superior Court: Other actions & emergencies

- i. Small Claims Court and Housing Conditions Calendars are conducting remote hearings.
- ii. In the event of an **emergency** need for court action – including at Housing Conditions Calendar -- tenants can file emergency motions and applications for waiver of prepayment of cost (Fee Waiver Applications) by emailing these documents to [Civilefilings@dcsc.gov](mailto:Civilefilings@dcsc.gov).
- iii. ***Tenants should NOT go to the Moultrie Court House to file emergency motions.***

### c. D.C. Office of Administrative Hearings (OAH)

- i. OAH is operating on a modified schedule and conducting hearings remotely on a limited capacity.
- ii. OAH will notify the litigants of their new hearing date.
- iii. Until further notice, all hearings will be conducted by telephone.
- iv. If you cannot participate in a hearing by telephone or do not want to, you must advise OAH. OAH will reschedule your hearing to a time when in-person hearings are authorized to resume.
- v. Please, communicate with OAH electronically, by emailing OAH at [oah.filing@dc.gov](mailto:oah.filing@dc.gov), or call 202-442-9094.

## V. Other Government Services

### a. Department of Consumer and Regulatory Affairs (DCRA)

- i. DCRA remains operational. DCRA is conducting virtual housing inspections.
- ii. Tenants may request a residential inspection ONLINE by going to DCRA's website, <https://dcra.dc.gov/>, and click the "schedule an appointment" icon.

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<sup>13</sup> See footnote 4 on page 3.



- iii. Also, tenants may request sending an email to DCRA Residential Inspection Scheduling Unit at [dcra.housingcomplaints@dc.gov](mailto:dcra.housingcomplaints@dc.gov). To help DCRA respond to your request as quickly as possible, please include:
  - 1. Name & Phone Number
  - 2. Address and Unit Number (if applicable)
  - 3. Brief description of the selected violations
- iv. If you feel you **need an emergency inspection**, please do not email. Instead call 202-442-9557 ext. 6 or dial 311.
- v. If you have questions about how to use DCRA services online, utilize the live chat feature on the DCRA website during normal business hours, call 202-442-4400, or send an email to [dcra@dc.gov](mailto:dcra@dc.gov).

**b. Rental Accommodations Division (RAD) and Conversion and Sales Division (CASD)**

- i. Tenants may drop off documents for the RAD, the Rent Administrator, or CASD at 1800 Martin Luther King Avenue, SE. No walk-in consultations are available.
- ii. RAD is accepting electronic filings; please send filings to [dhcd.rad@dc.gov](mailto:dhcd.rad@dc.gov).
- iii. For questions about any of RAD or CASD services or other information, contact DHCD at 202-442-7200 or [dhcd@dc.gov](mailto:dhcd@dc.gov).

**c. Department of Energy and Environment (DOEE):** DOEE is operational and all DOEE staff is working remotely, except in limited cases. For questions about DOEE services or related matters, tenants may contact DOEE at 202-535-2600 or [doecomms@dc.gov](mailto:doecomms@dc.gov).

For questions about any of the services the OTA provides and information on any future changes, please contact us at 202-719-6560. For up-to-date information and resources regarding COVID-19 and DC Government operations, please visit [coronavirus.dc.gov](https://coronavirus.dc.gov).