Government of the District of Columbia

D.C. Office of the Tenant Advocate

Testimony of

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Chief Tenant Advocate

Public Hearing

B25-418, the "Voluntary Agreement Abolition Amendment Act of 2023"
B25-633, the "Certificate of Assurance Repeal Amendment Act of 2023"
B25-417, the "Rental Housing Commission Fair Opportunity for Appeal Amendment Act of 2023"

Council of the District of Columbia

Committee on Housing
The Honorable Robert White, Chairperson

Monday, March 18, 2024
9:30 a.m.

John A. Wilson Building, Room 500
1350 Pennsylvania Avenue, NW
Washington, DC 20004
and hybrid via Zoom

Introduction

Thank you, Chairperson White and members of the Committee on Housing, for the opportunity to provide testimony for the record on Bills 25-418, the "Voluntary Agreement Abolition Amendment Act of 2023"; 25-633, the "Certificate of Assurance Repeal Amendment Act of 2023"; and 25-417, the "Rental Housing Commission Fair Opportunity for Appeal Amendment Act of 2023." Our main purpose in this testimony is to respond to certain questions and concerns that we believe were not fully addressed at the hearing. Towards that end, we will focus mainly on Bill 25-418 and why we believe the Voluntary Agreement (VA) should be abolished; we will then briefly comment on our support for the other two measures.

B25-418, the "Voluntary Agreement Abolition Amendment Act of 2023"

Regarding Bill 25-418 and Voluntary Agreement[1] abolition, this testimony will discuss:

- The VA's statutory and regulatory history and how the VA has strayed from its original legislative purposes;
- Our responses to some housing provider arguments and Committee questions raised at the hearing;
- An example of a VA showing how VAs typically undermine the purposes of the District's Rent Stabilization Program.

[1] D.C. Official Code § 42–3502.15.

As we explain below, the original purpose of the VA was to provide landlords and tenants with a mechanism within the Rent Stabilization program to raise the *current* rents in order to pay for mutually agreed-upon repairs, without having to go through a contested petition process. Over the years, however, the VA has morphed into a tool most often used for one or more of the following anomalous reasons:

- Assisting a would-be developer or purchaser to secure a loan;[2]
- Upgrading the building systems and amenities to attract higher paying tenants, while encouraging current tenants to vacate by offering buyouts;[3] and/or
- Simply raising or leveling rents in the building without any cost justification.[4]

Given that the VA is often characterized as a legal contract, Chairperson White, we share the puzzlement you expressed at the March 18th hearing regarding the way the VA is currently deployed and the legislative logic. After all, "legal consideration" – or something of value to be given up and to be received by each respective party – is the basic and essential ingredient of a contract. That

[2] Refer to, e.g., oral testimony of Keith Carr on Bill 25-418 (hearing held on March 18, 2024 before the Committee on Housing, Hon. Robert C. White, Jr., Chair) ("The TOPA agreement and the Voluntary Agreement went hand in hand. Otherwise we were not mathematically competitive to buy [the building].").

[3] See, e.g., Shin, Annys, "In D.C., low-cost apartments disappearing at rapid rate" (Washington Post, May 6, 2012), available at: https://www.washingtonpost.com/local/in-dc-low-cost-apartments-disappearing-at-rapid-rate/2012/05/06/gIQA01La6T_story.html.

[4] D.C. Official Code § 42–3502.15(a)(1); see also the example of 3624 Connecticut Ave. NW on p. 14 below, in which the VA is used to level rents on the property.

being the case, how is it that through a VA the promisor (the housing provider) can shift the responsibility for the 'legal consideration' (i.e., rent increases) from the promisee (current tenants) to non-parties (future tenants)? What incentive remains for current tenants to weigh benefits against costs in terms of future rent increases, or to negotiate for a better deal? As the OTA has testified in the past, the simple answer is that current tenants having "skin in the game" indeed ***was*** the original premise of the VA – but that premise was stripped out of succeeding rent control laws without, insofar as we are aware, any explanation on the record.[5]

Statutory History of the VA

The District has had four successive rent control laws since the start of Home Rule – the Rental Housing Acts of 1975, 1977, 1980, and 1985. When the VA first appeared in the 1977 Act, it was not included among the sections relating to housing provider rent adjustment petitions.[6] Rather, the VA was initially one of four *subsections* in a section called "Qualifications for Increases Above the Base

[5] See OTA testimony of Chief Tenant Advocate Johanna Shreve on Bill 17-778, the "Rent Control Protection Amendment Act of 2008," before the DC Council's Committee on Housing and Urban Development (Hon. Marion Barry, Chair), Oct. 14, 2008. Available at: https://ota.dc.gov/sites/default/files/dc/sites/ota/publication/attachments/20081014-B17-778VAReformOTAtestimony.pdf.

[6] See D.C. Official Code §§ 210, 211, 212, & 214 (capital improvement; services & facilities; hardship; and substantial rehabilitation, respectively).

Rent,"[7] which primarily related to housing code compliance as a precondition for rent increases generally.[8]

The original VA provision contained an "automatic approval" clause – which makes sense only in this original "housing conditions" context. Specifically, section 208(c) of the 1977 Act stated that the Rent Administrator shall immediately approve a VA where 70 percent of the tenants agree to an across-the-board percentage rent increase.[9] As the Committee Report's section-by-section analysis explains:[10] "Should 70% of the tenants voluntarily agree to a specified percentage increase in ***their*** rent, such increase will be immediately approved by the Rent Administrator." (Emphasis added.)

Thus, the plain language of both the 1977 statute and the Committee Report's rationale set forth what the VA was supposed to be: a way to fast-track

[7] D.C. Law 2-54, the "Rental Housing Act of 1977" (effective March 16, 1978), at § 208(c).
[8] *Id*. at § 208(a) and (b) required substantial compliance with the Housing Code as a precondition to a rent increase, and set forth how to establish substantial compliance; (c) is the VA provision (see footnote 9 above); and (d) provided for tenant's forfeiture of any right to challenge a rent increase on grounds of Housing Code noncompliance where the tenant refuses entry to an inspector. Furthermore, section 208(e) clarified that § 208 qualifications for rent increases did not abrogate the tenant's right to also seek damages for housing code violations. Paragraphs (f) and (g) did not relate to housing code noncompliance.
[9] The original VA provision at § 208(c) read as follows: "If seventy percent (70%) of the tenants of a housing accommodation sign an agreement filed with the Rent Administrator to have the rent ceiling for each rental unit in the housing accommodation adjusted by a specified percentage, the Rent Administration shall immediately certify the Rent Administrator's approval of the increase. The agreement shall include the signature of each tenant, the number of each tenant's rental unit or apartment, and a statement that the agreement with the landlord was entered into voluntarily without any form of coercion on the part of the landlord of the housing accommodation."
[10] See Committee Report for Bill 2-152 (as reported September 22, 1977).

rent increases to resolve building condition issues – but *only* those that a 70 percent supermajority of the tenants could agree justified the rent increases, and *only* where the tenants agreed to pay the rent increases themselves.

Unfortunately, the 1980 Act began to obfuscate this critical context by creating a new separate section for the VA (section 216) which did not explicitly relate to the remediation of building disrepairs. Still, the 1980 Act *did* continue to require that the housing provider *must* report in the VA "the specific amount of increased rent each tenant will pay" as a condition for approval.[11]

The 1985 Act completed the negation of the VA's original premise in two ways. First, it cryptically set forth three explicit purposes for the VA, one of which was "to establish the rent charged"[12] – with no elaboration or explicit reference to any limiting principle.[13] Second, it also cryptically added the phrase – "if applicable" – to the preexisting phrase "[the VA shall include] the specific amount of increased rent each tenant will pay."[14] Was it the Council's intention to allow the housing provider to defer rent increases until the current tenants vacated and a new higher-paying tenant moved into the unit? That is an unknown -- the 1985

[11] D.C. Law 3-131, the "Rental Housing Act of 1980" (effective March 4, 1981), § 216.
[12] D.C. Official Code § 42–3502.15(a)(1).
[13] Regardless, the regulations have always acknowledged a limiting principle – the VA cannot undermine the legislative purposes of the Rental Housing Act at D.C. Official Code section 102.
[14] D.C. Law 6-10, the "Rental Housing Act of 1985" (effective July 17, 1985).

Committee Report provides no rationale nor any explanation of these changes to the VA provision.

Moreover, the 1985 Act's explicit reference to capital improvements as a statutory purpose of the VA[15] underscores how ill-considered the 1985 revision of the VA provision really was. A Capital Improvement petition surcharge under section 210 of the Act is *temporary* – it remains in effect only so long as it takes for the housing provider to recoup any fixed costs associated with the improvements (generally 96 months).[16] A VA rent increase, by contrast, is *permanent*. To the extent that the VA is about repairs and improvements having fixed costs, the notion that tenants would agree to *permanent* rent increases in lieu of *temporary* surcharges is nonsensical.

In short, these cryptic revisions in the legislative history of the VA (mainly those made in 1985) tell the tale of an originally sound premise that morphed into bad, highly problematic policy – and even worse patterns of practice.

The Regulatory History of the VA

The regulatory history of the VA is also enlightening. In 1981, proposed regulations to implement the 1980 Act set forth circumstances in which the Rent

[15] D.C. Official Code § 42–3502.15(a)(3)("To provide for capital improvements and the elimination of deferred maintenance (ordinary repair)").
[16] D.C. Official Code § 42–3502.10(c)(1)-(2).

Administrator *must* disapprove a proposed VA. These circumstances included a finding that (1) tenants were coerced into supporting the VA; (2) tenants lacked an understanding of the VA; (3) ***tenants had agreed to rent increases exceeding their ability to pay and to be paid for vacating their units***; or (4) a minority of tenants would pay a disproportionately large share of the overall rent increases.[17] These specific disapproval criteria, however, were not included in the rules as adopted, which instead set forth vaguer, more general standards upon which RAD *may* disapprove a VA – including upon a finding that the VA contravenes the purposes of the Rental Housing Act. [18]

We believe the 1980 *proposed* regulations commonsensically foresaw – and sought to prevent – specific ways the VA could be abused and thereby undermine the Act's remedial purposes. Furthermore, we believe that the adoption of vague, discretionary disapproval standards was an unfortunate policy choice that had disastrous consequences – namely, the wholesale elimination of meaningful rent stabilization one entire building at a time.

<u>Responses to (Paraphrased) Arguments in Opposition to VA Abolition</u>

"VAs are necessary to complete important maintenance and repairs"

[17] D.C. Register, Vol. 28, No. 19, p. 2092, May 8, 1981.
[18] D.C. Official Code § 42–3501.02; 14 DCMR 4213.19(c).

Housing providers suggest that rent controlled properties are typically unprofitable and that VAs are necessary to raise funds to pay for building repairs and improvements that go to the livability of the property. As the OTA testified in 2020,[19] in 1988 and 1990 the Urban Institute published the only comprehensive reports to date that we are aware of regarding the profitability of rent-controlled buildings in the District.[20] These reports concluded that rent-controlled properties realized after-tax returns of no more than 5 to 10 percent less than the returns for exempt properties. While these reports (commissioned by the District pursuant to the 1985 Act) may be dated, we are aware of no subsequent data or comprehensive study contradicting these findings.

On the contrary, the 2020 testimony of an affordable housing developer, Mi Casa, indicates that many smaller rent-controlled buildings (defined as 50 units or less) are indeed profitable[21] and should be able to withstand the cost of

[19] Testimony of Johanna Shreve, Chief Tenant Advocate, on Bill 23-873, the "Rent Stabilization Program Reform and Expansion Amendment Act of 2020" and Bill 23-0972, the "Hardship Petition Reform Amendment Act of 2020" (hearing held November 9, 2020 before the Committee on Housing and Neighborhood Revitalization, Hon. Anita Bonds, Chair).

[20] "Rent Control and the Availability of Affordable Housing in the District of Columbia: A Delicate Balance," by Margery Austin Turner, Urban Institute, October 1988, p. 95 ("Rent control appears to have moderated the housing affordability problem, but has by no means solved it. And there is no convincing evidence that controls have significantly deterred investment in either maintenance or new construction …"); "Housing Market Impacts of Rent Control: The Washington, D.C. Experience," by Margery Austin Turner, Urban Institute Report 90-1, 1990.

[21] See testimony of Robert Koehnke, Project Manager, Mi Casa, explaining that Mi Casa assists tenants with the TOPA process, and thus regularly reviews financial reports for rent-controlled properties. According to Mr. Koehnke, these properties (with fewer than 50 units on average), are generally not at risk of going into default, and mostly show positive cash flow. Testimony before the Committee on

maintenance and repair needs. Regardless, where that may not be the case, other housing provider petition processes remain an option.[22]

At the March 18th hearing, housing providers testified that building improvements promised under VAs do not necessarily go to Housing Code compliance and basic habitability.[23] In many cases, the VA projects they testified to included items like new patios, on-site laundry, new kitchens, etc. – improvements that may be desirable, but again come at the cost of affordability via *permanent*, and generally very significant, rent hikes. Again, these projects entail *fixed costs* and thus strike us as more appropriate as temporary Capital Improvement surcharges, which would expire after 96 months or upon the housing provider's recovery of any associated fixed costs.

> *"Shifting rent increases to vacated units and future tenants can only benefit current tenants, not harm them"*

VAs have demonstrably led to two classes of tenants – favored and disfavored – in the very same apartment building. Tenants who approve VAs trusting that they were only getting the upside of an insider deal, not the

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Housing and Neighborhood Revitalization, Hon. Anita Bonds, Chair, November 9, 2020, on Bill 23-0873 – "Rent Stabilization Program Reform and Expansion Amendment Act of 2020" & Bill 23-0972 – "Hardship Petition Reform Amendment Act of 2020".

[22] D.C. Official Code § 42–3502.10, "Petitions for capital improvements"; § 42–3502.11, "Services and facilities"; § 42–3502.12, "Hardship petition"; § 42–3502.14, "Substantial rehabilitation".

[23] Oral testimony of Keith Carr on Bill 25-418 (hearing held on March 18, 2024 before the Committee on Housing, Hon. Robert C. White, Jr., Chair).

downside, tend to become second class citizens within their own buildings. This scenario is predictable given that their continued presence in the building is an obstacle to higher rental revenue and higher profits for the housing provider. Consequently, landlords tend to neglect these longer-term tenants while catering services to newer, higher-paying tenants. As the Washington Post reported in 2012, this is exactly what happened to Julio Benitez and dozens of other tenants residing at the New Hampshire and Quincy apartment buildings in Northwest DC.[24] In these cases, the landlord repeatedly neglected repair requests from Mr. Benitez and fellow longer-term tenants, while providing immediate repair services to newer tenants upon initial request (and while pressing ahead with renovations to vacant units to rent to applicants who could afford the higher rent).[25]

Moreover, landlords may instead offer buyouts to current tenants in order to more quickly secure a higher VA rent from a new tenant who can afford to pay it. For example, a VA that was proposed at 2144 California Street NW in 2014 offered tenants buyout options of at least $41,000 to vacate the unit. Clearly,

[24] Shin, Annys, "In D.C., low-cost apartments disappearing at rapid rate" (Washington Post, May 6, 2012), available at: https://www.washingtonpost.com/local/in-dc-low-cost-apartments-disappearing-at-rapid-rate/2012/05/06/gIQA01La6T_story.html. (note that the landlord even had one legacy tenant arrested for "unlawful entry" because the tenant chose to take a route through the building that was "restricted" due to construction, rather than the less convenient temporary route prescribed by the landlord).

[25] *Id* (note that the landlord even had one legacy tenant arrested for "unlawful entry" because the tenant chose to take a route through the building that was "restricted" due to construction, rather than the less convenient temporary route prescribed by the landlord).

landlords find it to be cost-effective to pay tenants thousands in one-time payments to secure exorbitant rent revenues in perpetuity moving forward. In other cases, tenants have reported that the landlord has simply offered cash solely in exchange for *signing* a VA.[26]

"The great thing about VAs is that they are voluntary" – this statement overlooks instances of coercion, misrepresentation, and retaliation

In the OTA's experience, tenants have often been induced to sign VAs as a result of unscrupulous methods. In one instance that was reported to the OTA by a tenant leader, one tenant did not recall signing a VA[27] although his signature appeared with a date in the final proposed agreement. Upon reflection, the tenant recalled signing what building staff had explained as a "petition" to request that the Council implement a rent increase freeze due to Covid-19 on that very same date.

In another case, a Tenant Association (TA) president reported to the OTA that she faced retaliation from building management and other tenants for her opposition to a VA that was ultimately denied. In her view, this was due to the characterization by the supporters of that VA (both the landlord as well as some

[26] Testimony of Armande Gil on Bill 25-418 (hearing held March 18, 2023 before the Committee on Housing, Hon. Robert C. White, Jr., Chair).
[27] This experience related to a VA at 3220 Connecticut Ave. NW ("Parkway Apartments").

tenants) that it was her fault that certain building features proposed under the VA were not implemented. Another tenant leader reported being removed from TA boards simply for raising concerns about a proposed VA, amid an "atmosphere of coercion and intimidation."[28]

Harmful VA: Illustrative Example

For the purposes of this written testimony, we offer the example of 3624 Connecticut Avenue NW below. This example is typical of the VAs that cross our desks and that we believe reflect bad policy. We look forward to further discussing with the Committee other examples of problematic VAs as may be helpful.

3624 Connecticut Ave. NW (approved 2/5/20)

The VA at 3624 Connecticut Ave. NW authorized rent increases from 100% to 255% – resulting in a leveling of rents to $3,500 for each one-bedroom unit and $5,000 for each two-bedroom unit. Tenants had very little if any disincentive from signing on to this agreement, as current tenants were held harmless from these rent increases. Only future tenants would pay the costs.

The promised building improvements under this VA largely do not go to

[28] Testimony of Michael Colonna on Bill 20-52, the "Rent Control Voluntary Agreement Procedure Amendment Act of 2013 (hearing held October 14, 2014 before the Committee on Economic Development, Hon. Muriel Bowser, Chair), p. 11-12..

crucial habitability concerns as was the original statutory intention of the VA, but rather to more elective and/or vague items like "common area redecoration," "new mailboxes" and "package system," "resident website portal for payment," and "increased resident satisfaction." This is not to characterize *all* of the proposed work as non-essential, since it also includes a handful of items that could be significant to the habitability of the property, such as "fire/life safety upgrades," "plumbing upgrades," and "building and water heater upgrades." Nonetheless, the work as a whole strikes us as more appropriate for a Capital Improvement petition, and the associated *temporary* surcharges to cover fixed costs (i.e., not *permanent* rent increases that persist beyond the housing provider's full cost recovery).

This VA is also an instance of lost affordability with little if any consideration of cost justification in the approval order. Instead, the approval order referred to the proposed rent adjustments as being in line with "market rate" rents in the neighborhood.[29] To be clear, this is not a criticism of the Rent Administrator; rather, it is a criticism of the deployment of the VA law, which is a provision somewhat in want of a limiting principle (however see footnote 13).

[29] VA 19,011 RAD Approval Notice (Feb. 25, 2020), p. 4-5.

Conclusion: The Council should approve Bill 25-418 and abolish VAs

A decade and a half of stakeholder negotiations shows two things -- what the VA was originally intended to be is of little use and of little interest to housing providers today; and what the VA has morphed into is inimical to the purposes of the Rental Housing Act and to the interests of affordable rental housing in the District.[30] The VA should be abolished.

Bill 25-633, the "Certificate of Assurance Repeal Amendment Act of 2023"

Section 221 of the Rental Housing Act of 1985[31] entitles an owner of rental housing that is exempt from rent control under either the "new construction"[32] or the "continuous vacancy"[33] exemption to a "Certificate of Assurance" (COA) upon application to the Rent Administrator, concurrent with the issuance of a building permit. Should the property ever become subject to the Rent Stabilization Program – or any other District law limiting the amount of rent the owner may

[30] Between 2016 and 2019, former Committee on Housing Chairperson Anita Bonds convened working groups to negotiate VA reforms in the context of different legislative measures. The working groups included tenants, landlords, and advocates for both sides – including the OTA, DC Legal Aid, the Latino Economic Development Center, AARP Legal Counsel for the Elderly, CNHED, AOBA, Bernstein Management, and others. Despite the numerous meetings held and proposals exchanged over the years, the two sides could not find common ground. Hoping to "mend it, don't end it" with respect to VAs, the OTA – working together with stakeholders – drafted multiple substantive and procedural VA reform measures. However, repeated discussions with stakeholders to find solutions to identified problems were unsuccessful, with no meeting of minds remotely in sight. Ultimately, in 2019 AOBA presented the group with a sheet of terms acceptable to them, which did not move the needle whatsoever with respect to the concerns of the tenant contingent.

[31] D.C. Official Code § 42–3502.21.

[32] D.C. Official Code § 42–3502.05(a)(2).

[33] D.C. Official Code § 42–3502.05(a)(4).

collect – the COA would entitle the owner to an annual tax credit equal to the difference between the "fair market rental amount" and the rent amount permitted under the rent control law.

At the March 18th hearing, it was suggested that the Council included the COA provision in the District's first rent control law to assuage real estate developers who threatened to direct their investments elsewhere. The fact is that the COA did not appear in the Rental Housing Acts of 1975, 1977, or 1980. It wasn't until the 1985 Act that the Council included the COA provision.

The COA created a Hobson's choice for any future Council – either to forego what could become an urgent need to expand the Rent Stabilization program and the pool of affordable rental housing in the District, or to do so at an exorbitant, and likely untenable, cost to taxpayers. Given the hardship petition's guaranteed return on equity (especially at the high rate of 12 percent), we believe the COA is as unnecessary as it is bad policy. There simply is no sound reason to turn a regulatory program that ensures profitability into a subsidy program for housing providers. We also refer the Committee to the statement of then-Councilmember Hilda Mason, who strongly objected to the COA provision, which was one of two

primary reasons why she was a "no" vote on the 1985 Act.[34]

Furthermore, as Councilmember Henderson points out in her introductory letter for this measure, no housing provider requested a COA from the effective date of the Rental Housing Act of 1985 until 2019. We agree that this demonstrates that housing developers and providers have not been discouraged from investing in rental housing in the District over the past 40 years – with or without a COA. Moreover, we would be surprised if more than a tiny fraction of investors, if any at all, were even aware of it.[35]

In any event, COAs present a multitude of serious policy concerns, as the

[34] *Extended Remarks of Hilda Howland M. Mason, Member At-Large, Council of the District of Columbia, To Be Entered into the Public Record of the Council's Action on Final Reading of Bill 6-33, "Rental Housing Act of 1985"* (April 30, 1985), p. 2-3 (Councilmember Mason is recorded in the legislative history as saying about Section 221 that it "…attempts to tie the hands of future legislators by requiring the District of Columbia government, through a "Certificate of Assurance," to compensate landlords for any rent loss they suffer as a result of a future re-enactment of rent control. Privity means that both parties to the agreement must have a relationship to the same piece of land ***This Certificate of Assurance is defined in the law as a 'covenant running with the land'. I question the legality of this provision. According to Black's Law Dictionary, a 'covenant running with the land' recites the element of privity.***(as, for example, an owner of land and person to whom the owner sells the land). ***Under the Certificate of Assurance, the District will have no privity of estate with present or future landlords who fall under this provision. Therefore, the Certificate of Assurance is not a valid covenant running with the land, and it is unenforceable."***)(emphasis added).

[35] Based on DHCD records provided to the OTA, we also agree with Councilmember Henderson's observation that very few (and perhaps none) of those requests should be eligible for a COA since the law provides only for issuance of a COA "concurrently with the building permit" (D.C. Official Code § 42–3502.21(a)) – whereas the building permits for the properties subject to the COA requests were issued as many as 10 years before the request. The information the OTA reviewed shows that between November 2019 and March 2024, DHCD received 74 requests for a COA (DHCD Rental Accommodations Division "Certificate of Assurance Requests" spreadsheet (revised 3/19/24)). Nonetheless, our understanding is that none of these requests have been granted – in many cases due to the current moratorium.

OTA has laid out in previous testimonies.[36] So long as it remains on the books, the COA provision hamstrings this or any future Council's reconsideration of the District's rent control needs even in the most urgent of circumstances.

Consequently, the OTA urges the Committee to promptly approve Bill 25-633 and move it for consideration by the full Council.

B25-417, the "Rental Housing Commission Fair Opportunity for Appeal Amendment Act of 2023"

For reasons amply explained by tenant advocates at the March 18th hearing, the OTA strongly supports Bill 25-417's extensions of (1) the time period for parties to file an appeal before the Rental Housing Commission from the Office of Administrative Hearings or the Rent Administrator (from 10 days to 30 days); and (2) the time period for the Commission to issue a decision on an appeal (from 30 days to 120 days).[37]

Conclusion

Thank you, Chairperson White and members of the Committee on Housing, for your consideration of this testimony. Please let my staff and me know if we can be of any further assistance.

[36] Testimony of Johanna Shreve, Chief Tenant Advocate, on "Public Roundtable on Certificates of Assurance in Rent Control" (held on September 14, 2020 before the Committee on Housing and Neighborhood Revitalization, Hon. Anita Bonds, Chair).

[37] The currently applicable time periods are found at D.C. Official Code § 42–3502.16(h).