

Government of the District of Columbia



Office of the Tenant Advocate

Testimony of

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Chief Tenant Advocate**

**Public Hearing on:
Bill 25-827, the “Pets in Housing Amendment Act of 2024”**

**Committee on Housing
The Honorable Robert C. White, Jr., Chairperson
Council of the District of Columbia**

on

**Tuesday, October 8, 2024
12:00 p.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 this opportunity to submit testimony for the record on Bill 25-827, the “Pets in Housing Amendment Act of 2024.” As Chief Tenant Advocate, I also thank you for introducing a measure that addresses an issue of longstanding concern to the OTA and the agency’s clients – one that has come to our attention in a variety of contexts over the years. The OTA strongly supports capping pet fees and pet fee deposits and welcomes this as a step forward in a broader battle against excessive and sometimes mysterious rental fees.

Since the measure’s introduction, the OTA has heard from tenants and advocates with diverse perspectives – some strongly support the measure generally and some have strong reservations. Accordingly, I appreciate, Chairman White, your emphasis at the hearing on ascertaining relevant data and striking appropriate balances between competing considerations. At the OTA, we are exploring this matter in like-minded fashion. We are engaged in ongoing dialogues with stakeholders, advocates, and experts on all sides of the issue. Pending further dialogue and data, this testimony for the record will review just a few of the considerations and concerns that we look forward to discussing with the Committee. They include:

1. *Caps on pet fees and pet security deposits*

At the hearing, we heard widely varying testimony as to the average amount of fees and deposits that will be necessary to enable a housing provider to recoup expected costs associated with a pet’s damage to a rental unit. Regardless, we note what appears to be a telling point in the anecdotal information that emerged at the hearing. As we heard it, a

property manager stated that the \$300 cap on pet security deposit in the bill as introduced would not suffice, and that the average “per-incident” pet property damage is \$1,500.¹ This does not appear to take into account the fact that the “per-incident” average is not the same as the average cost of pet damage occurring in all pet-owning households.

Rather, our inferences from the more complete property managers’ testimonies are: (1) the “per incident” average is the average of more extreme cases of damage caused by a pet, such as bites that cause structural damage to the unit; (2) the \$425 “deep cleaning” may accrue more typically than does the cost of higher-cost “incidents,” but is by no means necessary for all households with pets; (3) the more complete property managers’ testimonies do not *necessarily* contradict the testimony by tenant pet advocates, namely that the average damage to a unit occupied by a pet-owner is less than the amount of a deep cleaning; and (4) regardless, a housing provider can easily recoup the average overall cost of pet damage via the **standard** security deposit (which is general equal to one month’s rent).²

Relatedly, another witness testified that the average amount of the security deposit withheld at the end of a tenancy to cover pet damages is about the same for pet owners and non-pet owners alike.³ An expert on pet-related rental housing issues with whom we consulted after the hearing relayed essentially the same information. We anticipate receiving from that expert the relevant supportive data, and we look forward to comparing notes on all the

¹ Testimony of Dr. Shenetta Malkia, Ph.D., DC Chapter President, The Property Managers of the City, National Association of Residential Property Managers (NARPM) DC; public hearing on Bill 25-827, the “Pets in Housing Amendment Act of 2024” (October 8, 2024); Hon. Robert C. White, Jr., Chairperson.

² See 14 DCMR 308.2 (governing security deposits, including limiting the deposit for a unit to no more than the amount of one month’s rent).

³ Testimony of Lauren Loney, Staff Attorney, Human Animal Support Services, public hearing on Bill 25-827, the “Pets in Housing Amendment Act of 2024” (October 8, 2024); Hon. Robert C. White, Jr., Chairperson.

relevant data with the Committee. For now, we want to underscore that, taken all together, the cost factors raised at the hearing could well justify a cap on the pet security deposit that is **lower** than \$300. We look forward to reviewing the data.

2. Tenant's contractual expectations

Over the years, we have heard from many tenants who moved into their units under a pet-friendly lease – one that imposed either a low or no monthly pet fee or pet security deposit – only to confront an abrupt change in the rules years later. As a matter of basic contract law, the OTA's position is that the housing provider cannot unilaterally change a material term in a rental agreement any more than the tenant can.

Indeed, for many tenants, not only is the pet policy and related fees a material term, it is also **the key reason** why they chose to enter into the lease agreement in the first place. Regardless of any new statutory caps, we believe that strong consideration should be given to codifying this principle in the legislation. This would protect the renter's reasonable contractual expectations -- indeed their contractual rights -- upon commencing the tenancy.

3. Housing provider best practices

As our conversations with advocates and experts to date indicate, we believe consideration should also be given to "best practices" for owners of rental buildings where pets are allowed. We are exploring what steps the housing provider could take – and how the legislation could incorporate those steps – to help minimize conflicts between pet-owning and non-pet-owning residents in the building, as well as the housing provider. This would better ensure a positive living environment for all residents. Examples of "best practices" may include a general insurance policy; providing certain specific information to resident pet-owners; and

both the tenant and landlord being present at the move-out inspection. After getting a more complete picture, we look forward to consulting with the Committee about the possible relevance of “best practices” to the legislation.

4. Technical matters

Other considerations include more technical matters, including the following two examples. First, we are checking existing animal / pet laws, including those at D.C. Code Title 8, Chapter 18 (“Animal Control”),⁴ for potentially relevant impacts of the bill on existing law and *vice versa*. Second, we will consult the Committee on whether and how the bill should define the term “affordable housing unit” (see lines 62-63). We note that, while the bill would prohibit charging pet rent or nonrefundable fees to an applicant for or resident of an “affordable housing unit,”⁵ the bill does not define the term. Nor does the Rental Housing Act define or use the term. Whether the term should refer to subsidized rental units, or Inclusionary Zoning (IZ) and Affordable Dwelling Units (ADUs), both IZ and ADU and / or other units, such a clarification strikes us as helpful and warranted.

Conclusion

The OTA looks forward to staying in close touch with the Committee as this important legislation moves forward. Please let us know if you have any questions or concerns about this testimony for the record, and please also let us know how else we can be of further assistance.

⁴ D.C. Official Code sec. 8-1801thru 1814.

⁵ We infer that the legislative intent is to allow the housing provider to charge a refundable pet security deposit to an applicant for or resident of an affordable housing unit.