

AN ACT
D.C. ACT 21-566

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

DECEMBER 7, 2016

To amend the Rental Housing Act of 1985 to clarify that a housing provider is prohibited from circumventing the rent control law by imposing on a tenant any mandatory fee for services or facilities except as included in the maximum rent charged, to prohibit a housing provider from entering a rental unit without a reasonable purpose, at a reasonable time, with reasonable notice to the tenant, to require that a housing provider have an affirmative duty to mitigate damages due to a tenant's breach of a rental agreement, to clarify that a tenant in a month-to-month tenancy is never required to provide more than a 30-day notice of the tenant's intention to vacate the premises, to otherwise restrict the use of lease provisions that require a tenant to provide more than 30 days notice of a tenant's intention to vacate the premises, to stipulate that where the lease provision requires the tenant to secure the housing provider's consent before subletting the premises or where the lease is silent that it be based on reasonable rental guidelines to be furnished to the tenant upon request, to provide a tenant with damages when a housing provider places or causes to be placed a prohibited provision in a lease in bad faith, and to add certain tenant protections concerning issues arising from ordinary wear and tear of apartments and their furnishings; and to amend An Act To establish a code of law for the District of Columbia to clarify that a residential tenant is never required to provide more than a 30-day notice of the tenant's intention to vacate the premises.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Residential Lease Clarification Amendment Act of 2016".

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

(a) The table of contents is amended as follows:

(1) Insert the phrase "Sec. 211a. Mandatory fees prohibited." after the phrase "Sec. 211. Services and Facilities."

(2) A new Title V-A is added to read as follows:

"TITLE V-A. OTHER HOUSING PROVIDER ACTIONS DURING TENANCIES

"Sec. 531. Access by housing provider to dwelling unit.

"Sec. 532. Housing provider duty to mitigate damages after breach of the rental agreement by tenant.

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“Sec. 533. Notice of tenant’s intent to vacate upon the expiration of an initial lease term.

“Sec. 534. Notice of tenant’s intent to vacate after the expiration of the signed lease term, renewal or extension term.

“Sec. 535. Housing provider’s consent before subletting.”.

(b) A new section 211a is added to read as follows:

“Sec. 211a. Mandatory fees prohibited.

“(a) A housing provider shall not impose on a tenant a mandatory fee for any service or facility that has not been approved pursuant to section 211 or section 215.

“(b) A housing provider who violates this section shall be liable to the tenant for treble damages pursuant to section 901(a).”.

(c) Section 217 (D.C. Official Code § 42-3502.17) is amended by adding a new subsection (c) to read as follows:

“(c)(1) No housing provider shall withhold a security deposit for the replacement value of apartment items that are damaged due to ordinary wear and tear.

“(2) A covenant or promise by a tenant to leave, restore, surrender, or yield a leased premises in good repair does not obligate the tenant to make substantial repairs, replace obsolete materials, or fix other defects without negligence or fault on the tenant’s part.

“(3) For the purposes of this subsection, the term “ordinary wear and tear” means deterioration that results from the intended use of a dwelling unit, including breakage or malfunction due to age or deteriorated condition. The term “ordinary wear and tear” does not include deterioration that results from negligence, carelessness, accident, or abuse of the unit, fixtures, equipment, or other tangible personal property by the tenant, immediate family member, or a guest.”.

(d) A new Title V-A is added to read as follows:

“TITLE V-A

“OTHER HOUSING PROVIDER ACTIONS DURING TENANCIES

“Sec. 531. Access by housing provider to dwelling unit.

“(a) For the purposes of this section, the term:

“(1) “Reasonable notice” means written notice provided to the tenant at least 48 hours before the time the housing provider wishes to enter the unit or a shorter period of time as agreed to by the tenant in writing. Written notice may include electronic communication, including email and mobile text messaging; provided, that if the tenant fails to furnish a written acknowledgement, the housing provider will provide a paper notice

“(2) “Reasonable purpose” means a purpose that is directly related to the housing provider’s:

“(A) Duty to keep the entire property safe from damage;

“(B) Duty to inspect the premises;

“(C) Duty to make necessary or agreed repairs, decorations, alterations, renovations, or improvements;

“(D) Duty to supply necessary or agreed services and maintenance;

“(E) Need to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; or

“(F) Need to gain entry for work ordered by a governmental entity.

“(3) “Reasonable time” means a time between the hours of 9 a.m. and 5 p.m., and not on a Sunday or federal holiday, or at another time agreed upon by the tenant.

“(b)(1) Except in the event of an emergency for the protection or preservation of the premises, or for the protection and safety of the tenants or other persons, a housing provider may enter a rental unit during a tenancy only for a reasonable purpose, at a reasonable time, and after having provided the tenant with reasonable notice.

“(2) Upon a showing by the tenant that the housing provider has entered a unit in violation of this section, or has repeatedly made unreasonable demands for entry, any court of competent jurisdiction may enjoin the housing provider from that behavior and may assess appropriate damages against the housing provider for breach of the tenant’s right to quiet enjoyment of the premises.

“(3) Upon the allegation of a housing code violation by a tenant, a tenant may not unreasonably prevent the housing provider from accessing the unit for assessment and abatement of the alleged violation and must provide access to the unit within 48 hours of the written request by the housing provider for access.

“Sec. 532. Housing provider duty to mitigate damages after breach of the rental agreement by tenant.

“If a tenant refuses to take possession of a rental unit in bad faith, or vacates a rental unit before the end of a lease term, any actual damages the housing provider may be entitled to shall be subject to the duty of the housing provider to mitigate actual damages for breach of the rental agreement.

“Sec. 533. Notice of tenant’s intent to vacate upon the expiration of an initial lease term.

“Any provision that requires a tenant to provide more than a 30-day notice to the housing provider of the tenant’s intention to vacate the premises upon the expiration of an initial lease term shall be void and unenforceable, unless the lease explicitly states that the provision expires upon the expiration of the initial lease term, and that, unless the tenant agrees to sign a renewal lease of other than month-to-month, the tenant thereafter has the right to vacate the premises upon a 30-day notice for so long as the tenant remains a tenant from month-to-month.

“Sec. 534. Notice of tenant’s intent to vacate after the expiration of the signed lease term, renewal or extension term.

“(a) A residential tenancy from month-to-month may be terminated by a 30-day notice in writing only from the tenant to the housing provider of the tenant’s intention to quit. The notice shall expire on the first day of the first month at least 30 days after the date of the notice.

“(b) A housing provider shall not place or cause to be placed in a residential lease or rental agreement a requirement that the tenant provide more than a 30-day notice to the housing provider of the tenant’s intention to vacate the premises, unless the lease or agreement also requires the housing provider to provide the tenant with a written notice of any rent increase that is at least 15 days more than that time period.

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“Sec. 535. Housing provider’s consent before subletting.

“A housing provider may, in its sole and absolute discretion, prohibit subletting of the premise or assigning a lease, either in part or in full; provided, that the prohibition is included in the lease. Where the lease provision allows subletting subject to the housing provider’s reasonable consent or where the lease is silent regarding subletting, the housing provider may condition its consent on the prospective subtenant meeting all of the housing provider’s reasonable rental qualification guidelines; provided, that the housing provider furnishes the guidelines to the tenant upon request.”.

(e) Section 901 (D.C. Official Code § 42-3509.01) is amended by adding a new subsection (a-1) to read as follows:

“(a-1) A housing provider found to have violated any provision of section 533, section 534, or section 535, or section 304 of Title 14 of the Housing Regulations of the District of Columbia, issued August 11, 1955 (C.C. 55-1503; 14 DCMR § 304), shall be liable to the tenant for treble damages if the housing provider is found to have acted in bad faith.”.

Sec. 3. Section 1219 of An Act To establish a code of law for the District of Columbia, approved March 3, 1901 (31 Stat. 1382; D.C. Official Code § 42-3202), is amended to read as follows:

“Sec. 1219. NOTICES TO QUIT. --

“(a) A commercial tenancy from month-to-month, or from quarter-to-quarter, may be terminated by a 30-day notice in writing from the housing provider to the tenant to quit, or by such a notice from the tenant to the housing provider of the tenant’s intention to quit. The notice shall expire on the first day of the first month at least 30 days after the date of the notice.

“(b) A residential tenancy may be terminated by a 30-day notice in writing only from the tenant to the housing provider of the tenant’s intention to quit. The notice shall expire on the first day of the first month at least 30 days after the date of the notice.”.

Sec. 4. Fiscal impact statement.

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

Sec. 5. Effective date.

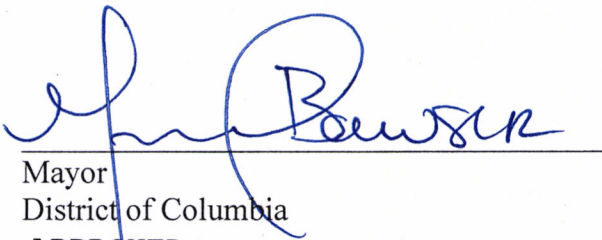
This act shall take effect following approval by the Mayor (or in the event of veto by the Mayor, action by the Council to override the veto), a 30-day period of congressional review as

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provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.



Chairman
Council of the District of Columbia



Mayor
District of Columbia

APPROVED
December 7, 2016



**COUNCIL OF THE DISTRICT OF COLUMBIA
WASHINGTON, D.C. 20004**

Docket No. **B21-420**

☒ ITEM ON CONSENT CALENDAR

☒ ACTION & DATE

ADOPTED FIRST READING, 11/01/2016

☒ VOICE VOTE

RECORDED VOTE ON REQUEST

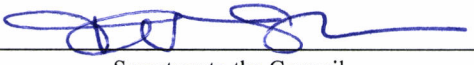
APPROVED

ABSENT

☐ ROLL CALL VOTE – Result

Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB
Chmn. Mendelson	X				Evans	X				Silverman	X			
Alexander				X	Grosso	X				Todd	X			
Allen	X				May	X				White	X			
Bonds	X				McDuffie	X								
Cheh	X				Nadeau	X								
X – Indicate Vote					AB – Absent					NV – Present, Not Voting				

CERTIFICATION RECORD


Secretary to the Council

11-21-16
Date

☒ ITEM ON CONSENT CALENDAR

☒ ACTION & DATE

ADOPTED FINAL READING, 11/15/2016

☒ VOICE VOTE

RECORDED VOTE ON REQUEST

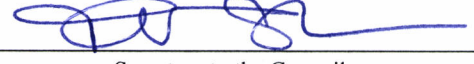
APPROVED

ABSENT

☐ ROLL CALL VOTE – Result

Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB
Chmn. Mendelson	X				Evans	X				Silverman	X			
Alexander	X				Grosso	X				Todd	X			
Allen	X				May	X				White	X			
Bonds	X				McDuffie	X								
Cheh	X				Nadeau	X								
X – Indicate Vote					AB – Absent					NV – Present, Not Voting				

CERTIFICATION RECORD


Secretary to the Council

11-21-16
Date

☐ ITEM ON CONSENT CALENDAR

☐ ACTION & DATE

☐ VOICE VOTE

RECORDED VOTE ON REQUEST

ABSENT

☐ ROLL CALL VOTE – Result

Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB
Chmn. Mendelson					Evans					Silverman				
Alexander					Grosso					Todd				
Allen					May					White				
Bonds					McDuffie									
Cheh					Nadeau									
X – Indicate Vote					AB – Absent					NV – Present, Not Voting				

CERTIFICATION RECORD

Secretary to the Council

Date