

Amendment 2 to Council Bill No. 33 2020

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Legislative Day No. 7

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Amendment No. 2

(This Amendment provides for a payment plan.)

1 On page 2, in line 13, strike “THIS” and substitute “EXCEPT AS PROVIDED IN SUBSECTION (D) OF
2 THIS SECTION, THIS”.

3
4 On page 3, before line 24, insert

5 “(D) PAYMENT PLAN.

6 (1)

7 (I) DURING THE EMERGENCY DESCRIBED IN SUBSECTION (A) OF THIS SECTION AND
8 FOR ONE YEAR THEREAFTER OR, IF LONGER, FOR THE REMAINING TERM OF THE LEASE OR
9 RENTAL AGREEMENT, A LANDLORD OR MOBILE HOME PARK OWNER MAY ALLOW A RENT
10 PAYMENT PLAN IF:

11 1. THE LANDLORD OR OWNER HAS 5 OR MORE RESIDENTIAL UNITS FOR RENT;

12 OR

13 2. THE LANDLORD RECEIVE RENTS OR BENEFITS FOR THE USE OR
14 OCCUPANCY OF A COMMERCIAL UNIT.

15 (II) A TENANT OR MOBILE HOME PARK RESIDENT IS ELIGIBLE TO PARTICIPATE IN
16 RENT PAYMENT PLAN IF THE TENANT OR RESIDENT HAS NOTIFIED THE LANDLORD OR OWNER
17 OF AN INABILITY TO PAY ALL OR PART OF THE RENT OR FEE DUE AS A RESULT OF THE
18 EMERGENCY.

19
20 (2)

1 (I) A RENT PAYMENT PLAN SHALL ALLOW FOR MONTHLY INSTALLMENTS IN LIEU OF
2 RENT, FEES, OR OTHER PAYMENTS DUE.

3 (II) PAYMENTS UNDER THE PLAN SHALL BEGIN ON THE DATE THAT THE PARTIES
4 AGREE TO.

5 (III) THE TERM OF THE PLAN SHALL BE ONE YEAR OR, AT THE REQUEST OF THE
6 TENANT OR RESIDENT, A SHORTER TERM.

7 (IV) A CHARGE, FEE, OR PENALTY MAY NOT BE IMPOSED FOR ENTERING INTO A RENT
8 PAYMENT PLAN.

9 (V) A TENANT OR RESIDENT WITH A RENT PAYMENT PLAN MAY PAY AN AMOUNT
10 GREATER THAN THE MONTHLY AMOUNT PROVIDED FOR IN THE PLAN.

11 (VI) A LANDLORD OR OWNER SHALL NOT REQUIRE OR REQUEST A TENANT OR
12 RESIDENT TO PROVIDE A LUMP SUM PAYMENT IN EXCESS OF THE AMOUNT REQUIRED UNDER
13 THE PLAN.

14 (VII) A LANDLORD OR OWNER SHALL NOT REPORT TO A CREDIT BUREAU A
15 DELINQUENCY OR OTHER DEROGATORY INFORMATION THAT OCCURS BECAUSE OF
16 ENTERING INTO A RENT PAYMENT PLAN.

17 (VIII) A LANDLORD OR OWNER SHALL AGREE IN WRITING TO THE TERMS OF THE
18 RENT PAYMENT PLAN.

19
20 (3) WITH THE TENANT’S OR RESIDENT’S CONSENT, A LANDLORD OR OWNER MAY USE ANY
21 SECURITY DEPOSIT, LAST MONTH’S RENT, OR OTHER AMOUNT THAT THE LANDLORD HOLDS
22 ON BEHALF OF THE TENANT OR RESIDENT TO SATISFY AMOUNTS OWED UNDER A RENT
23 PAYMENT PLAN.

24
25 (4)

26 (I) A LANDLORD OR OWNER SHALL ESTABLISH APPLICATION PROCEDURES FOR
27 TENANTS OR RESIDENTS TO USE TO APPLY FOR A RENT PAYMENT PLAN.

28 (II) A LANDLORD OR OWNER SHALL ALLOW AN APPLICATION TO BE MADE ONLINE
29 OR BY TELEPHONE.

1 (III) THE PROCEDURES SHALL REQUIRE A TENANT OR RESIDENT TO SUBMIT
2 SUPPORTING DOCUMENTATION.

3
4 (5) A LANDLORD OR OWNER MAY APPROVE EACH APPLICATION IN WHICH THE APPLICANT:

5 (I)

6 1. DEMONSTRATES EVIDENCE OF A FINANCIAL HARDSHIP RESULTING
7 DIRECTLY OR INDIRECTLY FROM THE CAUSE OF THE EMERGENCY; AND

8 2. ESTABLISHES THAT THE APPLICANT WOULD NOT OTHERWISE QUALIFY FOR
9 RENTING THE UNIT UNDER THE ORIGINAL CRITERIA RELATED TO THE APPLICANT’S
10 INCOME; AND

11 (II) AGREES IN WRITING TO MAKE PAYMENTS IN ACCORDANCE WITH THE PAYMENT
12 PLAN.

13
14 (6)

15 (I) A LANDLORD OR OWNER THAT RECEIVES AN APPLICATION UNDER THIS
16 SUBSECTION SHALL RETAIN THE APPLICATION, WHETHER APPROVED OR DENIED, FOR AT
17 LEAST 3 YEARS.

18 (II) ON REQUEST OF THE OFFICE OF CONSUMER PROTECTION, A LANDLORD OR
19 OWNER SHALL MAKE AN APPLICATION FOR A RENT PAYMENT PLAN AVAILABLE TO THE
20 OFFICE.

21
22 (7) A PERSON WHOSE APPLICATION FOR A PAYMENT PLAN IS DENIED MAY FILE A
23 WRITTEN COMPLAINT WITH THE OFFICE OF CONSUMER PROTECTION.”.

24
25 Also on page 3, in line 24, strike “(D)” and substitute “(E)” and in line 28, strike “(E)” and
26 substitute “(F)”.