

ENROLLED ORIGINAL

AN ACT

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To amend, on an emergency basis, the Rental Housing Act of 1985 to prohibit the execution of residential evictions when the chance of precipitation is 50% or greater, to establish a tenant opt-in process for the packaging, transportation, and storage of evicted tenants' personal property remaining in a rental unit at the time of eviction, and to clarify housing providers' civil liability with respect to personal property remaining in a rental unit after eviction; and to clarify, in a non-residential eviction, the legal status of an evicted tenant's remaining personal property and a landlord's civil liability for such property.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Eviction Reform Emergency Amendment Act of 2018".

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

(a) Section 501(k) (D.C. Official Code § 42-3505.01(k)) is amended as follows:

(1) Strike the phrase "that the temperature at the National Airport weather station will fall below 32 degrees fahrenheit or 0 degrees centigrade within the next 24 hours." and insert the phrase "that within the next 24 hours:" in its place.

(2) New paragraphs (1) and (2) are added to read as follows:

"(1) The temperature at the National Airport weather station will fall below 32 degrees Fahrenheit or 0 degrees centigrade; or

"(2) The chance of precipitation at the National Airport weather station will be 50% or greater.".

(b) A new section 501a is added to read as follows:

"Sec. 501a. Disposal of tenants' personal property upon eviction.

"(a)(1) A housing provider may not remove a tenant's personal property from a rental unit for the purposes of eviction except as provided in this section.

"(2) Subsections (d), (e), and (f) of this section shall apply only if the tenant states in writing that the tenant wants those subsections to apply to the tenant's eviction.

"(b)(1) In addition to any notification from the United States Marshals Service ("Marshals") to the tenant of the date of eviction, a housing provider shall deliver to the tenant a

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notice confirming the date of eviction not less than 14 days before the date of eviction by:

“(A) Telephone or electronic communication, including by email or mobile text message; and

“(B) First class mail to the address of the rental unit.

“(2) The notice provided in paragraph (1) of this subsection shall include notice that the tenant must elect to have subsections (d), (e), and (f) of this section apply if the tenant wants those subsections to apply to the tenant’s eviction.

“(c)(1) At the time of eviction, the housing provider shall change the locks on the rental unit in the presence of the Marshals, at the housing provider’s expense, and take legal possession of the rental unit by receipt of a document from the Marshals, in a form to be determined by the court.

“(2) Any right of the evicted tenant to redeem the tenancy shall be extinguished at the time of eviction.

“(d)(1) On the day of eviction, following receipt of legal possession of the rental unit, the housing provider shall, at the housing provider’s expense, photograph each room of the rental unit.

“(2)(A) The photographs taken pursuant to paragraph (1) of this subsection need not capture each item of personal property individually, but shall be sufficient in number and angles to capture all personal property in plain sight in each room and common space of the rental unit.

“(B) The housing provider shall retain such photographs for 90 days and shall provide copies to the evicted tenant upon request.

“(C) Nothing in this section may preclude a tenant from taking a photographic or written inventory of the personal property in the rental unit before the time of eviction.

“(e)(1) Within 5 court business days after an eviction, the housing provider shall, using reasonable care:

“(A) Package for removal from the rental unit all of the evicted tenant’s personal property remaining in the rental unit; provided, that the housing provider may discard perishable items, unclean dishes, and garbage receptacles and their contents; and

“(B) Transport and deliver the evicted tenant’s packaged remaining personal property to a District licensed or local- or state-government licensed storage facility within a 10-mile radius of the rental unit.

“(2)(A) If the evicted tenant is present at the time of the eviction and the housing provider knows the storage facility to which the evicted tenant’s personal property will be delivered, the housing provider shall notify the evicted tenant of the storage facility’s location in writing at the time of eviction.

“(B) If the evicted tenant is not present at the time of the eviction or the housing provider does not know the storage facility to which the personal property will be delivered, the housing provider shall, within 24 hours after the personal property is delivered to

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the storage facility, deliver notice to the evicted tenant of the storage facility's location by:

“(i) Telephone or electronic communication, including by email or mobile text message; and

“(ii) First class mail to the address of the rental unit or to a forwarding address, if the evicted tenant has provided one.

“(C) A housing provider shall maintain a written record of the location and contact information of the storage facility to which the evicted tenant's personal property was delivered, and promptly respond to any inquiry from the evicted tenant about the location of the evicted tenant's personal property.

“(3) For the purposes of this subsection, the term “reasonable care” means for:

“(A) Breakable items such as dishes, placement in sealed boxes, but does not require padding and wrapping of the items;

“(B) Unbreakable items such as clothing, placement in sealed boxes or bags; and

“(C) Large items of furniture, such as sofas or dressers, the items may be moved and stored without boxing, bagging, or wrapping.

“(f)(1) A housing provider shall pay for an evicted tenant's personal property to be stored for 30 days in an individualized storage unit secured by a combination padlock.

“(2) Upon execution of a storage agreement with a storage facility, the housing provider shall have no further liability with respect to the evicted tenant's personal property.

“(3)(A) The housing provider shall ensure that the storage agreement permits the evicted tenant access to the storage unit for the purpose of retrieving the evicted tenant's personal property during the storage facility's normal hours of operation for 30 days after delivery of the personal property to the storage facility.

“(B) The housing provider may only access the evicted tenant's personal property at the storage facility in exigent circumstances at the request of the storage facility or to permit the evicted tenant access under this subsection.

“(g) A licensed storage facility located in the District shall:

“(1) Except as provided in this subsection, accept or reject personal property delivered to its facility for storage under this section on terms equivalent to those provided to the general public;

“(2) Permit a housing provider disposing of an evicted tenant's personal property pursuant to this section to pay for 30 days' storage in advance, without an additional charge for the method of such payment;

“(3) Permit the evicted tenant to apply to assume payment for the continued storage of the evicted tenant's personal property on or before the expiration of the storage agreement with the housing provider on terms at least as favorable as those offered to the general public; and

“(4) After 30 days, lawfully dispose of, at no additional cost to the housing provider, any personal property the evicted tenant fails to retrieve or for which the tenant fails to

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assume storage costs.

“(h)(1) Nothing in this section shall obligate a storage facility to store property that it is not lawfully authorized to store.

“(2) A housing provider may not be held liable for the loss or destruction of an evicted tenant’s personal property that a storage facility lawfully refuses to store.

“(i) This section shall not apply to evictions carried out by the District of Columbia Housing Authority.

“(j) Notwithstanding section 901, a housing provider shall be liable to the evicted tenant for civil damages where a housing provider’s violation of this section results in loss, damage, or destruction of an evicted tenant’s personal property, and shall be subject to a civil fine of at least \$100 and not more than \$5,000.

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

“(1) “Personal property” does not include firearms, medical waste, substances that qualify as Schedule I drugs as determined by the United States Drug Enforcement Agency, or flammable, explosive, or other hazardous materials.

“(2) “Time of eviction” means the time at which the Marshals execute a writ of restitution.”

Sec. 3. Non-residential evictions.

(a) At the time of eviction, the landlord shall change the locks on the leased premises in the presence of the United States Marshals Service (“Marshals”), at the landlord’s expense, and take legal possession of the leased premises by receipt of a document from the Marshals, in a form to be determined by the court.

(b) Any right of the evicted tenant to redeem the tenancy shall be extinguished at the time of eviction.

(c) Any personal property remaining in or about the leased premises at the time of eviction is deemed abandoned.

(d) The landlord shall dispose of any abandoned personal property by any lawful means of disposal.

(e) The landlord is prohibited from placing or causing the placement of abandoned personal property in an outdoor space other than a licensed disposal facility or lawful disposal receptacle; provided, that a landlord may place or cause abandoned property to be placed in an outdoor private or public space while in the process of transporting the property from the leased premises for disposal.

(f) The landlord and anyone acting on behalf of the landlord shall be immune from civil liability for loss or damage to the evicted tenant’s abandoned property or claims related to its lawful disposal.

(g) For the purposes of this section, the term “time of eviction” means the time at which the Marshals execute a writ of restitution.

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Sec. 4. Fiscal impact statement.

The Council adopts the fiscal impact statement of the Budget Director 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), and shall remain in effect for no longer than 90 days, as provided for emergency acts of the Council of the District of Columbia in section 412(a) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 788; D.C. Official Code § 1-204.12(a)).

Chairman
Council of the District of Columbia

Mayor
District of Columbia