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2 Chairman Phil Mendelson

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4 Councilmember Charles Allen

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6 Councilmember Anita Bonds

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8 Councilmember Trayon White, Sr.

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11 A BILL  
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16 IN THE COUNCIL OF THE DISTRICT OF COLUMBIA  
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21 To amend, on a temporary basis, the Rental Housing Act of 1985 to prohibit the execution of  
22 residential evictions when the chance of precipitation is 50% or greater, to establish a  
23 tenant opt in process for the packaging, transportation, and storage of evicted tenants'  
24 personal property remaining in the rental unit, and clarify housing providers' civil  
25 liability with respect to personal property remaining in a rental unit after eviction; and to  
26 clarify, in a non-residential eviction, the legal status of an evicted tenant's remaining  
27 personal property and a landlord's civil liability for such property.  
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29 BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this  
30 act may be cited as the "Eviction Reform Temporary Amendment Act of 2018".

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

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

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

(2) A new paragraph (1) is 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 is 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), (f) of this section shall apply only if the tenant states in writing that the tenant wants those subsections to apply.

“(b)(1) In addition to any notification from the United States Marshal Service (“Marshals”) to the tenant of the date of eviction, the housing provider shall deliver to the tenant a notice confirming the date of eviction not less than 14 days prior to the date of eviction by telephone or electronic communication, including by email or mobile text message, and by 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 subsection apply.

“(c)(1) At the time of eviction, the housing provider shall change the locks on the rental unit in the presence of the United States Marshals Service (“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.

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

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

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

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

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

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

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

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

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

85                   “(B) If the evicted tenant is not present at the time of the eviction or the  
86 housing provider does not know the storage facility to which the personal property will be  
87 delivered, the housing provider shall, within 24 hours after the personal property is delivered to  
88 the storage facility, deliver notice to the evicted tenant of the storage facility’s location by  
89 telephone or electronic communication, including by email or mobile text message, and by first  
90 class mail to the address of the rental unit or to a forwarding address, if the evicted tenant has  
91 provided one.

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

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

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

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

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

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

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

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

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

114 “(g) Except as provided in this subsection, a licensed storage facility located in the  
115 District shall:

116 “(1) Accept or reject personal property delivered to its facility for storage under  
117 section (d) and (e) of this section on terms equivalent to those provided to the general public;

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

121 “(3) Permit the evicted tenant to apply to assume payment for the continued  
122 storage of the tenant’s personal property on or before the expiration of the storage agreement  
123 with the housing provider on terms at least as favorable as those offered to the general public;  
124 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 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. 4. 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 by 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.

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

(d) 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.

(e) 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.

(f) For the purposes of this section, the terms

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

Sec. 4. Fiscal impact statement.

The Council adopts the fiscal impact statement of the Chief Financial Officer as the fiscal impact statement required by section 4a of the General Legislative Procedures Act of 1975,

169 approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

170 Sec. 5. Effective date.

171 (a) This act shall take effect following approval by the Mayor (or in the event of veto by  
172 the Mayor, action by the Council to override the veto), a 30-day period of congressional review  
173 as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December  
174 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of  
175 Columbia Register.

176 (b) This act shall expire after 225 days of its having taken effect.