



www.legalaiddc.org

1331 H Street, NW

Suite 350

Washington, DC 20005

(202) 628-1161

**Testimony of Amy P. Kaplan
Supervising Attorney, Consumer Law Unit
Legal Aid DC**

**Before the Committee on Housing
Council of the District of Columbia**

Public Hearing Regarding:

**Bill 26-0164
“Rebalancing Expectations for Neighbors, Tenants, and
Landlords (RENTAL) Act of 2025”**

May 28, 2025

Legal Aid DC¹ submits the following testimony regarding Bill 26-0164, the Rebalancing Expectations for Neighbors, Tenants, and Landlords (RENTAL) Act of 2025. This testimony focuses on a provision of Title III (Court Eviction Procedures) of the bill. That provision, Section 304, would amend subsection (a) of the D.C. Debt Collection Act (“DCA”), D.C. Code § 3814, to make the DCA inapplicable to certain rental debt. Legal Aid DC urges the Committee and the Council to strike Section 304 because the DCA protects tenants and former tenants from unfair and abusive debt collection practices in the collection of residential rental debt.

¹ Legal Aid DC is the oldest and largest general civil legal services program in the District of Columbia. The largest part of our work is comprised of individual representation in housing, domestic violence/family, public benefits, and consumer law. We also work on immigration law matters and help individuals with the collateral consequences of their involvement with the criminal legal system. From the experiences of our clients, we identify opportunities for court and law reform, public policy advocacy, and systemic litigation. For more information, visit www.LegalAidDC.org.

Section 304 Would Exclude Rental Debt from the Debt Collection Act's Scope

Section 304 of the RENTAL Act would amend the DCA to exclude some aspects of rental debt from the DCA's coverage. Section 304 adds an exclusion to the scope of the DCA for "the non-payment of rent that is subject to § 42-3505.01(a-1)."²

Section 42-3505.01(a-1) is part of the Rental Housing Act and requires a housing provider to provide a tenant notice before filing a claim to recover possession of a rental unit for the non-payment of rent.³

Section 304 Is Unclear and Ambiguous

What does excluding "the non-payment of rent that is subject to § 42-3505.01(a-1)" from the DCA mean? At a minimum, it presumably means that a landlord who elects to file an action for possession for non-payment of rent would not be required to comply with the DCA's provisions governing the information that must be included in a debt collection complaint. Subsection (q) of the DCA requires both original creditors and their debt collectors (including attorneys) to include certain information in the complaint and attach other information in exhibits.⁴ Section 304 would apparently relieve landlords of those requirements when seeking to collect rent arrears in the Landlord Tenant Branch.

But the exclusion could be read more broadly, because the intent of the exclusion is unclear and its wording is ambiguous. Landlords regularly file rental debt collection actions in the Small Claim Branch or the Civil Actions Branch of the Superior Court (depending on the amount of the claim) after a tenant has either been evicted or moved out voluntarily. Section 304's amendment to the DCA would surely be read by landlords and their debt collectors as exempting **any** attempt to collect rent arrears in any context from the pleading and other informational requirements of the DCA. Section 304 as written also could be construed to carve out from the DCA a landlord's actions to collect rent before filing a lawsuit in the Landlord Tenant Branch. Or in other words, it could be read to remove the DCA's current protections against predatory and unfair debt collection practices.

² B26-0164, § 304.

³ See D.C. Code § 42-3505.01(a-1)(1).

⁴ See D.C. Code § 28-3814(q).

The DCA's Consumer Protections Should Be Applied to All Attempts to Collect a Rental Debt

Rental debt is plainly a “consumer debt” for purposes of the DCA, and Superior Court judges routinely apply the consumer protections of the DCA to actions seeking to collect rental debt.

Those protections are important. They were adopted unanimously by the Council in the “Protecting Consumers from Unjust Debt Collection Practices Amendment Act of 2022,” D.C. Law 24-154. Legal Aid DC regularly represents tenants and former tenants in rental debt collection actions that have been filed in blatant disregard of the DCA's requirements or in which there have been other violations of the DCA in pre-filing debt collection attempts. Among other things, the pleading requirements ensure that landlords clearly state or disclose: (1) the period of time for which they are seeking rent arrears, (2) the late fees and other charges that are included in their claim, and (3) that the claim is filed within the applicable statute of limitations.⁵ In addition, the plaintiff must include a prominent notice that the defendant may have income or property that is protected from creditors by law and a legal services telephone number to call for advice.⁶ These protections are necessary to allow consumers to meaningfully assess and, if appropriate, challenge the purported rental debt.

The DCA also protects tenants from unfair and abusive debt collection practices by landlords. For instance, the DCA prohibits landlords from using threats or coercion to collect debts, harassing tenants to collect debt, or using deceptive or misleading representations to collect debts.⁷

Section 304, if adopted, would jeopardize all of these consumer protections and, because of its lack of clarity and ambiguity, would doubtless lead to unnecessary litigation over its application to rental debt collection generally.

Conclusion

For the foregoing reasons, Legal Aid DC urges the Committee and the Council to strike Section 304 of the bill in its entirety.

⁵ See generally D.C. Code § 28-3814(m)(1) and (q).

⁶ *Id.* § 28-3814(q)(7).

⁷ See generally *id.* § 28-3814(c)-(k).