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

Public Hearing Regarding:

**Bill 26-0595
“Transparent Rates and Utility Expenses Amendment Act of 2026”**

March 30, 2026

Legal Aid DC¹ submits the following testimony in support of Bill 26-0595, the Transparent Rates and Utility Expenses Amendment Act of 2026. Legal Aid supports the proposed bill and recommends amendments that would further protect tenants and increase transparency with respect to utility billing by landlords.

Specifically, Legal Aid recommends: (1) requiring landlords to disclose to tenants upon request *all documentation* needed to verify utility charges, in addition to providing a meaningful incentive for landlords to comply; (2) clarifying that the right to redeem and \$600 filing threshold applies to any eviction case based on the nonpayment or late payment of any rent or non-rent charge; (3) amending the bill to maintain the current

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.

requirement that landlords serve a 30-day notice before filing a nonpayment of utilities eviction case; and (4) clarifying that a landlord cannot evict a tenant for nonpayment of utilities without providing documentation needed to verify the unpaid charges. Legal Aid further strongly urges the Council to ban Ratio Utility Billing Systems (RUBS) practices in DC.

The Council Should Require Landlords to Disclose to Tenants All Documentation Needed to Verify Utility Charges, and Provide a Meaningful Incentive for Landlords to Comply

Tenants, including many in Legal Aid’s client community, are feeling increasingly confused and in the dark as to whether the increasing amount and number of utility charges they are being billed for are correct or fair. Tenants often only see the final charge passed onto them by the landlord and not the actual bill or variable inputs that may go into the calculation of the individual charge. Having no way to verify these charges is challenging and troubling for any tenant. But it is especially detrimental to Legal Aid’s client community, who are low-income tenants with even less room in their monthly budgets to pay unexpectedly high (and potentially incorrectly calculated) utility charges.

This is exacerbated when landlords use RUBS.² The formula used may be disclosed in the lease agreement, but disclosure of the formula alone does not necessarily provide the tenant with sufficient information to meaningfully understand if each separate, variable monthly charge they incur is accurate or fair. For example, for one Legal Aid client sued for eviction based on alleged nonpayment of utilities, four possible formulas were identified in the lease, with different formulas being used depending on the specific utility. Each formula used different combinations of inputs to calculate the tenant’s monthly charges, including (i) the total expense incurred by the building, (ii) the total occupants in the community, (iii) the number of occupants in the tenant’s unit, (iv) the occupied square footage of the entire building, (v) the square footage of the tenant’s unit, and (vi) the total number of units. The value of most of these inputs will vary from month to month, and tenants don’t typically have access to the underlying bills and data needed to truly know what the inputs are from month to month, to then determine whether they are being overcharged or fairly charged.

This bill would require landlords, upon a tenant’s request, to provide the tenant with “a copy of the utility provider’s bills” and “an itemized list of all utility charges and fees

² *Attorney General Schwalb Issues Alert to Help Tenants Understand How Utilities Are Billed & Make Sure They Are Not Overpaying*, Office of the Attorney General for the District of Columbia, May 16, 2025, available at <https://oag.dc.gov/release/attorney-general-schwalb-issues-alert-help-tenants>.

charged for the rental unit.” This new requirement would increase transparency for some tenants but would not provide meaningful transparency when the landlord is using RUBS. The bill should be amended to make explicit that landlords must, upon request, disclose to tenants all documentation (not just the utility bill) needed for the tenant to see each input used to calculate their monthly utility charges so that the tenant can verify that their charges are properly calculated.

This bill would render utility charges unenforceable when a landlord “willfully” violates the new requirement to provide utility bills to a tenant upon request or fails to comply within 10 days of a written notice of any violation. A provision like this is important because it provides some recourse for tenants in scenarios where they think their utility charges are incorrect and request documentation from their landlord to verify the charges, but where landlords fail to comply with those requests. It can also provide an incentive for landlords to comply with the new requirement, if they want to enforce utility charges.

However, this provision should be amended to remove the requirement that the landlord’s violation be *willful* for the utility charge to be unenforceable. “Willful” is generally defined as something done intentionally, rather than accidentally or inadvertently,³ and in certain contexts as “directed towards achieving a purpose.”⁴ It is hard to imagine how a tenant could prove that a landlord’s violation was willful and not merely accidental or inadvertent. That burden on the tenant minimizes the incentive for landlords to comply, as well as minimizes the practical benefit for tenants facing confusing and expensive utility bills. Removal of the “willful” requirement would not impose too strict of a requirement on landlords because they would still be able to enforce utility charges, even in the event of a violation, if they comply and supply the tenant with the requested documentation within 10 days of notice of the violation.

The Council Should Clarify and Codify That the Right to Redeem and \$600 Filing Threshold Apply to Any Eviction Case Based on the Nonpayment or Late Payment of Any Rent or Non-Rent Charge

We recommend the Council use this bill to ensure clarity and consistency when it comes to eviction cases for the nonpayment or late payment of both rent and non-rent charges. In nonpayment of rent eviction cases, the law is already clear that tenants have the right to pay the rent owed at any time up until the point of the scheduled eviction and stay in

³ *Hager v. D.C. D.C.R.A.*, 475 A.2d 367, 368 (D.C. 1984).

⁴ Law.com Legal Dictionary, available at <https://dictionary.law.com/Default.aspx?typed=willful&type=2>.

their homes.⁵ But that protection comes from case law, not from the D.C. Code. As a threshold matter, if this bill would codify the right to redeem with respect to nonpayment or late payment of non-rent charges (as discussed below), the bill should *also* codify the right to redeem with respect to nonpayment or late payment of rent.

In eviction cases for the “nonpayment or the late payment of utilities, utility-related charges, damages, or other fees,” this bill would codify the right of tenants to pay the amount owed at any time up until the point of the scheduled eviction and stay in their home. While this language could be broad enough to cover any non-rent charge, bill or fee, the bill should be amended to more explicitly clarify that this right applies to *any non-rent charges*, not just *utility*-related charges or fees. This is because, in addition to filing cases for failure to pay rent or utilities, landlords also file eviction cases for failure to pay other charges, like parking fees, security deposits and insurance fees. Tenants in those cases should clearly have the same right to pay and stay in their home.

Similarly, the bill should be amended to more plainly state that the \$600 filing threshold in eviction cases for nonpayment of rent also applies to any eviction case based on the nonpayment of any non-rent charge. Legal Aid has seen a growing number of eviction cases for nonpayment of non-rent charges where the amount allegedly owed is less than \$600. A landlord should not be able to file an eviction case for failure to pay \$300 in any non-rent charges when the landlord could not file an eviction case for failure to pay \$300 in rent.

The Council Should Amend This Bill to Maintain the Current Requirement of a 30-Day Notice Before Filing an Eviction Case for Nonpayment of Utilities

Eviction cases for any lease violation other than nonpayment of rent are filed pursuant to D.C. Code § 42-3505.01(b). This includes eviction cases for nonpayment of utilities. Eviction cases filed under section (b) require a 30-day notice to correct prior to filing an eviction case. This bill should be amended to remove the provision allowing for only a 10-day notice before filing an eviction case for nonpayment of utilities, and to clarify that all notice requirements for cases filed under section (b) continue to govern notices for nonpayment of utilities or any other non-rent charge. To leave this provision as currently drafted would create confusion and ambiguity in the law because there would be conflicting provisions governing the pre-suit notice for nonpayment of utilities eviction cases.

The Council Should Explicitly Clarify the Documentation Required to Evict a Tenant for Failure to Pay Utilities

⁵ See *Trans-Lux Radio City Corp. v. Service Parking Corp.*, 54 A.2d 144 (D.C. 1947).

In Legal Aid’s experience, particularly where a tenant is unrepresented in an eviction case for nonpayment of utilities, landlords bring eviction actions in which the only evidence provided to the tenant or to the Court is the lease and the ledger. In cases about nonpayment of rent, this approach more often makes sense because the lease often establishes the monthly rent, which may allow the tenant and Court to verify accuracy based on the ledger alone. For cases about non-rent charges, this approach is usually insufficient. When tenants are facing eviction for nonpayment of utilities, these charges can vary month to month and are not set in the lease. The ledger may state the monthly utility charge for any given month, but the ledger alone cannot prove or verify the basis for the charges. Tenants should not be evicted for failing to pay variable monthly charges that are not set in their lease, based only on the lease and ledger.

To ensure tenants and the Court have the information needed to understand and verify the accuracy of monthly utility charges, this bill should be amended to clarify that a landlord cannot evict a tenant for nonpayment of utility charges unless the landlord produces all documentation and evidence necessary to prove that each alleged unpaid utility charge was correctly calculated. When the amount the landlord is charging the tenant is based on the tenant’s actual usage, then it may be the case that a copy of the utility provider’s bill is sufficient to verify a bill. But, if RUBS billing is permitted, this documentation will often require more than just the underlying bill from the utility provider. Failing to clarify what documentation is needed to evict someone for nonpayment of utilities would lead to a perverse outcome: where there are more utility disclosures required in the rental application process than there are for landlords to evict tenants for failure to pay utilities. Put simply, the bill should ensure that tenants are not evicted for failure to pay utilities without the landlord actually having to prove the charges are accurate.

The Council Should Curtail RUBS Billing Practices in DC

We understand and appreciate that the Council’s intent in proposing this legislation is to increase transparency for tenants, even where landlords use RUBS billing. Nonetheless, RUBS billing is an inherently unfair and predatory practice, and one that Legal Aid opposes. Other jurisdictions have sought to outlaw or heavily curtail RUBS;⁶ DC should do the same.

⁶ See Wein, Olivia, *et al.* (National Consumer Law Center), “An Introduction to Ratio Utility Billing Systems for Advocates” (February 15, 2026), *available at* <https://library.nclc.org/article/introduction-ratio-utility-billing-systems-tenant-advocates>.

RUBS billing is a relatively new business practice that, simply put, extracts profits from tenants by imposing junk fees on tenants *without* delivering more or improved utilities services. The practice of RUBS billing seeks to shift the ever-increasing cost of utilities onto tenants, who are least capable of bearing or budgeting for variable month-to-month fees. Just because RUBS billing exists and has been gaining momentum in recent years does not mean it is fair or good policy. We call on the Council to take a firm stance and ban RUBS outright, for several reasons:

RUBS is unfair and passes costs on to consumers. RUBS charges tenants not based on their actual usage or on the actual cost of providing utilities but on other metrics set by landlords that may vary month to month. Landlords who use RUBS rely on third-party “utility service providers” that are not regulated like standard utilities, that may charge rates that are effectively higher than what the utility company charges the landlord, and that impose additional costs on tenants through service or administrative fees.

RUBS is opaque and confusing. Even if a landlord discloses all the information as required by this bill, tenants still won’t have an easy way of making sense of it or of predicting their future monthly costs. Tenants also don’t have an easy way to verify how their charges were calculated, or whether they were calculated correctly.

RUBS conflicts with existing law. The bill as drafted explicitly acknowledges the limitations of D.C. Code § 42–3505.10(b-2)(1), which prohibits landlords from charging additional fees for services that they are already required to provide under the housing code, like water, power, heat, and trash removal. However, as a practical matter, RUBS practices appear to conflict with this prohibition because RUBS necessarily involves and imposes charges that are either separated out from “rent” on a tenant’s ledger or that come in the form of additional “service” or “administrative” fees (whether or not these are explicitly itemized in a ledger). Additionally, rent stabilization laws and regulations prohibit landlords of rent stabilized properties from increasing the total amount charged to a tenant each month without going through a services and facilities petition process.⁷ We assume the Council did not intend to undermine rent stabilization laws with this bill, but the bill, at minimum, should be amended to explicitly say this.

Tenants with RUBS bills can’t access utility assistance. Low-income tenants can get utility assistance to help pay bills that they receive directly from utilities like Pepco and Washington Gas. Tenants who are billed by third-party companies, on the other hand, are *not* eligible for utility assistance to pay their RUBS bills. This is a crucial gap in the current draft of the bill, and one for which there may be no easy solution if DC continues to allow RUBS.

⁷ See, e.g., 14 DCMR 4211.

For all these reasons, Legal Aid recommends that the Council ban RUBS outright or else limit tenants' direct responsibility for utilities to their actual usage at the actual rate paid by the landlord.

Conclusion

Legal Aid DC appreciates the opportunity to provide recommendations on how to make the Transparent Rates and Utility Expenses Amendment Act of 2026 more impactful by further bolstering utility billing transparency requirements and by adding or clarifying commonsense tenant protections in eviction cases. Legal Aid DC further urges the Council to ban RUBS outright, which would eliminate much of the opacity and unfairness inherent in current utility billing practices in the District.