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Before the Committee of the Whole
Council of the District of Columbia

Public Hearing Regarding Bill 26-493, Strengthening Tenant Receivership and Oversight for Neighborhood Growth (STRONG) Homes Amendment Act of 2025

July 21, 2026

Legal Aid DC[1] submits the following testimony regarding the Strengthening Tenant Receivership and Oversight for Neighborhood Growth (STRONG) Homes Amendment Act of 2025. We support passage of this legislation, which will make receivership a more effective tool for the District. However, this Committee can improve this legislation. As it is currently written, this legislation gives tenants little say over what happens to their homes. Council could empower tenants by making the following amendments:

1. Creating a clear process for tenants to purchase their homes or to have a say over who does so in the context of receivership sales;
2. Enumerating tenant concerns as a factor the Court must consider before approving any receivership sale;
3. Clarifying that "costs of receivership" include the costs of rent abatements;
4. Adding language access provisions to the notice of the receivership; and
5. Constructing a pathway for the District to exercise its Opportunity to Purchase (DOPA) rights when there is a receivership sale.

[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.

Finally, this legislation will only be truly effective if the District appropriately funds its Tenant Receivership Fund going forward.

Tenant Opportunity to Purchase (TOPA)

Legal Aid recommends that this legislation includes a process for tenants to exercise TOPA rights after a receivership sale. Council has considered a similar process in the context of bankruptcy sales.[2]

TOPA is an essential tool for preserving affordable housing and preventing displacement. It can give tenants a seat at the table in negotiating the future of their homes. Tenants should not lose this powerful tool just because their homes wind up in receivership. As Councilmember Robert White noted[3] at the July 7, 2026, hearing regarding this bill, receivership is reserved for rare properties – like Marbury Plaza – where tenants have suffered through years of atrocious conditions. Sales of these properties through the receivership process are not always necessary. However, when such sales do occur, ensuring that tenants can exercise TOPA rights at the end of this process will give tenants some say over the future of their homes.[4] These rights will allow tenants to negotiate for improved conditions and ongoing affordability.[5]

For this reason, Legal Aid recommends that Council amend this legislation to create an opportunity for tenants to exercise TOPA rights after a receivership sale. We would model this provision on the language that Council already considered in the TOPA Bankruptcy Tenant Displacement Prevention Amendment Act.[6] This provision would empower tenants to play a meaningful role in determining the future of their homes.

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[2] *See* B22-739, TOPA Bankruptcy Tenant Displacement Prevention Amendment Act of 2018.

[3] *See* Committee of the Whole, https://video.oct.dc.gov/VOD/DCC/2026_07/07_07_26_COW_2.html at 51:13.

[4] *See* Coalition for Nonprofit Hous. and Econ. Development, *Sustaining Affordability: The Role of the Tenant Opportunity to Purchase Act (TOPA) in Washington, DC* (Nov. 15, 2023), 5, https://cnhed.org/news/cnhed-releases-comprehensive-analysis-of-dcs-tenant-opportunity-to-purchase-act-topa/.

[5] *Id.*

[6] *See* B22-739.

Court Analysis of Receivership Sales

Before authorizing any sale of a property, Legal Aid believes the adjudicating Court should consider the stated interests of the tenants. In particular, the receiver should solicit the opinions of tenants on potential purchasers. If more than one potential purchaser is available, then the Court should consider tenants' stated preferences before selecting a purchaser and should also consider any objections to particular purchasers before authorizing the sale.

As the bill is currently written, it does not explicitly account for tenant's stated interests in selecting a purchaser.[7] It requires the receiver to decide whether offers represent the "fair-market price" of the property.[8] Importantly, it also asks the receiver to determine whether the potential purchaser "is capable of maintaining and, where necessary, rehabilitating the property."[9] While these considerations are essential, nowhere do they explicitly ask the receiver to consider the stated interests of the tenants whose homes are being sold.[10]

The bill then lays out the factors the Court must evaluate when deciding "whether any potential purchaser is capable of maintaining and, where necessary, rehabilitating the property."[11] The listed factors are important, but they once again ignore the stated interests of the impacted tenants.[12]

We recommend that Council amend the section of the bill governing sales. First, tenants should have the opportunity to submit a statement to the receiver regarding their position on potential purchasers. Second, Council should add a factor to the evaluation of potential purchasers explicitly requiring the Court to consider any stated tenant interests or objections before authorizing a sale.

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[7] B26-493, Strengthening Tenant Receivership and Oversight for Neighborhood Growth (STRONG) Homes Amendment Act of 2025, § 2(j)(1)(C)-(E).

[8] *Id.* at § 2(j)(1)(C)(ii).

[9] *Id.*

[10] *Id.* at § 2(j)(1)(C).

[11] *Id.* at § 2(j)(1)(D).

[12] *Id.*

In the bankruptcy context, tenants are often able to articulate objections they have to potential purchasers. Legal Aid has represented tenants at several properties that were sold through bankruptcy, including Marbury Plaza.[13] In some of these cases, tenants have filed limited objections to specific sales when they have concerns about the potential purchaser or about the terms of the sale.[14] Legal Aid's suggested amendments would create clarity that the Court must consider tenants' stated interests before authorizing a sale.

Costs of Receivership

The bill requires landlords to respond to requested financial disclosures "to identify available funds to pay for the costs of the receivership."[15] We recommend language that clarifies that "the costs of the receivership" include the costs of any appropriate rent abatements. When a residential rental is not habitable because the landlord has failed to maintain it, the tenants may be entitled to an abatement of their rent.[16] In most receivership cases, rent abatements for serious conditions will be necessary. Definitionally, these cases only occur when the conditions "pose a serious threat to the health, safety, or security of the tenants."[17]

By the time that the Office of the Attorney General (OAG) files a receivership case, the landlord must have received proper notice of the conditions issues and "failed to timely abate" these issues.[18] The costs of any receivership will inevitably include rent abatements. When ordering financial disclosures, the Court should account for these rent abatements.

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[13] *See, e.g.*, In re. MP PPH LLC, No. 23-246-ELG, "Objection of the Ad Hoc Committee to Debtor's Omnibus Motions for Entry of an Order (I) Authorizing Assumption and Assignment of Residential Leases in Connection with the Sale of Real Property Pursuant to 11 U.S.C. § 365, (II) Fixing Cure Amounts, and (III) Granting Related Relief," (June 13, 2024).

[14] *Id.*

[15] B26-493, § 2(c)(2).

[16] *See, e.g.*, *Javins v. First Nat'l Realty Corp.*, 428 F.2d 1071, 1083 (D.C. Cir. 1970).

[17] D.C. Code § 42-3651.02(a)(1).

[18] § 42-3651.02(a)(2).

Language Access

This bill allows the Court to order the receiver to give tenants notice of the receivership.[19] As written, the notice must be in English and Spanish.[20] However, there is no mention of tenants who the receiver knows speak a primary language other than English or Spanish.[21]

Other parts of the D.C. code already address the provision of notices to tenants who speak other languages.[22] District agencies and programs must provide translations of vital documents into any language spoken by three percent of the population or 500 individuals, "whichever is less, of the population served."[23] The District's statute on evictions extends this requirement to eviction notices.[24]

It is important that tenants understand that a receiver has been appointed. They also must know who the receiver is. Without this information, tenants might continue paying their rent to the landlord even though any rent payments should be made to the receiver.[25] They will also rely on these notices to know that they can report conditions issues to the receiver.[26] Finally, these notices will alert tenants to important information about their rights, such as the fact that appointment of a receiver does not mean they need to move.[27]

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[19] B26-493, § 2(d).

[20] *Id.*

[21] *See id.*

[22] *See* D.C. Code § 2-1933(a); D.C. Code § 42-3505.01(a)(3).

[23] *See* § 2-1931(2); § 2-1933(a).

[24] *See* D.C. Code § 42-3505.01(a)(3).

[25] B26-493, § 2(d).

[26] *See id.*

[27] *Id.*

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To ensure that all tenants – regardless of the language they speak – understand the significance of the receivership, Council should amend this section of the bill. This amendment should follow the District's preexisting language access law.[28] If the receiver knows or should know the tenant speaks a primary language covered by the language access law, then the receiver should provide the notice in that language.[29]

District Opportunity to Purchase (DOPA)

DOPA is a law that the District could use to preserve affordable housing and address at-risk properties.[30] The law has been underused. As of February 2026, the Department of Housing and Community Development (DHCD), which administers DOPA, has never exercised the District's DOPA rights.[31] In its oversight responses this year, DHCD expressed an intention to hire property management services to allow it to stabilize properties and ultimately sell them to affordable housing developers.[32]

Receivership sales could offer an opportunity for OAG and DHCD to collaborate to develop a plan to transition these properties to responsible owners. We recommend that Council add to this legislation a provision that would enable the District to exercise DOPA before a receivership sale. In some cases, the District could leverage its financing sources, like the Housing Production Trust Fund or Low Income Housing Tax Credit program, to steer these properties to responsible buyers. It will have the chance to assess whether these potential purchases can realistically commit to maintaining affordability and making necessary repairs or renovations. Receivership sales are an opportunity for the District to preserve affordability using DOPA and Council should take advantage of this opportunity.

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[28] *See* § 2-1933(a).

[29] *See id.*

[30] Dep't of Housing and Community Development, "District Opportunity to Purchase Act (DOPA)," https://dhcd.dc.gov/service/district-opportunity-purchase-act-dopa.

[31] Colleen Green, Director of Dep't of Hous. and Community Development, to the Honorable Robert White, Chairperson of the Committee on Housing for the Council of the District of Columbia, "DHCD Draft Responses: Committee on Hous. FY 2026 Performance Oversight Pre-Hearing Questions," at 72 (Feb. 25, 2026).

[32] *Id.* at 73.

Tenant Receivership Fund

For receiverships to be an effective tool to improve conditions for tenants, they must be properly funded. At the public hearing which Council held about this bill, Bill Slover testified. As he explained in his testimony, he has served as a receiver in a number of these cases, involving about 1,000 units. In his testimony, Mr. Slover made clear that the greatest obstacle to receivership success is funding. To ensure that these receiverships succeed in fixing conditions for tenants, we recommend that Council ensure consistent, dedicated money for the Tenant Receivership Abatement Fund, and consider increasing the $2 million dollar cap.[33]

Conclusion

Legal Aid supports passage of the STRONG Act and makes the following recommendations to strengthen the legislation and to empower tenants:

1. Council should establish that tenants have TOPA rights after any receivership sale.

2. Tenants' stated interests should be a factor the Court analyzes before authorizing a receivership sale.

3. When requiring financial disclosures to cover the costs of a receivership, the Court should consider rent abatements when calculating these costs.

4. Receivers should send notices in all languages covered by the District's other language access laws.

5. Council should create a process for the District to exercise DOPA before any receivership sale.

6. There should be consistent, dedicated funding for the Tenant Receivership Abatement Fund.

We are eager to work with Council in drafting language to effectuate these recommendations.

[33] *See* D.C. Code § 1-301.86e.