



www.legalaiddc.org
1331 H Street, NW
Suite 350
Washington, DC 20005
(202) 628-1161

**Testimony of Elena Bowers
Managing Attorney, Housing Law Unit**

**Testimony of Mel Zahnd,
Supervising Attorney, Housing Law Unit
Legal Aid DC**

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

Public Hearing Regarding:

**Bill 26-0141
“Housing Investment Protection Act of 2026”**

September 24, 2026

Legal Aid DC¹ submits the following testimony regarding Bill 26-0141, the Housing Investment Protection Act of 2026 (HIPA). The proposed goal of this bill is to support tenants, protect housing investments, and improve the processes within the Landlord & Tenant Branch (also referred to as the Court). This bill, in its present form, will not advance any of these goals.

This testimony addresses both the portions of the bill that purport to support tenants and improve the Court process, along with the portions of the bill that impact the Tenant Opportunity to Purchase Act (TOPA). Overall, this bill would further destabilize the Court process, which is still reeling from the legislative changes implemented by the RENTAL Act. The provisions of this bill that impact the Court process include once again changing the format of service of a pre-suit notice (for the second time in a year), imposing a

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.

shorter timeline for initial hearings, and changing the condition precedent for cases involving dangerous crimes or crimes of violence. Each of these changes may seem simple, but they will introduce new confusion in an already bogged-down Branch of the Court.

This bill also introduces a wide variety of changes purporting to support tenants, but which would fail to do so: allowing the DC Housing Authority to take loans without Council oversight, broadening the eligibility for the Local Rent Subsidy to anyone below 50% of Area Median Income, creating new frameworks for transferring tenant subsidies and Long-Term Subsidy Contracts, and creating a new right of action if a landlord alleges they are not receiving access to a tenant's unit.

Rather than pass this grab-bag of policy changes included in HIPA, Legal Aid recommends just two narrow clarifications to the provisions of the RENTAL Act that impacted TOPA. First, we recommend a clear bright-line definition of "New Building." While the definition in HIPA does not effectuate Council's original intent in creation of the exemption for new buildings, we expect our recommended definition would do so. We also recommend a clarification that the exemption from TOPA for two- to four-unit buildings does not apply to entities formed under or subject to Title 29 of the DC Code.

The Housing Investment Protection Act Will Not Improve the Court Process

The District's Landlord and Tenant Court is still reeling from the rushed changes made to eviction laws with the passage of the RENTAL Act. Passage of HIPA would continue to destabilize the eviction process.

Far from speeding up the eviction process, the RENTAL Act has caused the Court to slow further, with the time between filing and Initial Hearing taking upwards of 90 days on average. The Court is still working to clear up definitional inconsistencies and procedural confusion introduced into the system by the RENTAL Act, having invited Legal Aid and the Public Defender Service to submit amicus briefs on numerous issues.²

Eviction cases continue to take longer to resolve than was typical prior to the pandemic for two reasons, neither of which are based on tenants' actions.

First, in response to the pandemic, the Court fundamentally changed the way that tenants interact with the Court and opposing counsel by holding many hearings

² *Douglas Knoll Limited Partnership v. Tonya Boatwright*, (2026 LTB 004443), set for hearing on October 30, 2026; and *1244 South Capitol Residential, LLC v. Dante Chambers, et al.*, (2026 LTB 004341), set for hearing on October 22, 2026.

remotely.³ This shift to remote initial hearings meaningfully decreased the number of tenants who are evicted from their homes simply because they were unable to spend hours waiting for their case to be called. In response to complaints about the Court process slowing down, the Court has shifted most subsequent hearings to in person, including Further Initial Hearings, Bell Hearings, and Trials.

An additional cause of Court delays is that around the same time as the pandemic, the Court changed filing systems to a system that did not allow manual scheduling for the landlords' attorneys. This has meant that landlords' attorneys are expected to be in multiple courtrooms at the same time, giving them less time to meaningfully engage in the same number of cases.

Tenants and tenants' counsel are regularly showing up in person for hearings, attempting to resolve cases where possible. Representatives from the landlord and landlords' bar are often either not in person, or do not have sufficient coverage to meaningfully participate in negotiations or mediations. Fewer cases resolve early on because of the lack of communication between parties at initial hearings, which is exacerbated by the difficulty that tenants and their advocates face when trying to reach landlords' lawyers between hearings to resolve cases without Court intervention.

There is not an easy answer to the challenges of remote Court or the change in the Court's operating system. However, Legal Aid and other eviction defense providers have been working in good faith with the Court and attorneys from the landlords' bar to address them. For example, Legal Aid has proposed to the Court that when both sides are represented by counsel, all hearings should be in person after the Initial Hearing. This would give tenants and their attorneys access to their landlords' lawyers, facilitating the quicker resolution of hearings and cases. The Court is also working to address these issues, including by opening additional Courtrooms, increasing in person hearings, and adopting same-day mediation at Further Initial Hearings.

Legal Aid is confident there are additional reforms to the Court process that could address both landlord and tenant concerns about how long cases take to resolve – concerns that long pre-date pandemic era protections. But one thing is clear: the answer to these procedural obstacles is not to strip tenants of additional substantive rights as the following provisions in HIPA would.

³ Further, to the extent that any delays were related to Emergency Rental Assistance Program (ERAP) stays, those concerns have been alleviated and addressed through the Emergency Rental Assistance Reform Amendment Act of 2025.

HIPA Further Erodes a Tenant's Right to Receive a Notice to Cure Before Their Landlord Sues for Eviction

Clear and predictable rules around service of pre-filing notices are important to landlords, tenants, and the Court. The requirements of service and content of these pre-filing notices have changed multiple times over the last 7 years, most recently in with the passage and implementation of the RENTAL Act. HIPA proposes yet another change in what is required that will undermine a tenant's right to receive meaningful notice, introduce further uncertainty in the requirements for landlords, and mire the Court in additional litigation.

There has been significant uncertainty caused by the changes in the RENTAL Act. Legal Aid has submitted an amicus brief on this issue, currently scheduled to be heard before the Presiding Judge of the Civil Division on October 30, 2026. We anticipate a Court ruling interpreting the RENTAL Act's service changes, approximately 10 months after the changes first went into effect. If the Council once again changes the requirements of service of pre-filing notices, it will introduce new uncertainty into an already complex issue.

As written, the language in HIPA that changes the service of pre-filing notices lacks provisions that meaningfully impact a tenant's right to notice of an eviction case. For cases of nonpayment of rent, the proposed provision would deviate from the requirements of service for other types of cases in the following ways: 1) it does not require service in English and Spanish; 2) it does not prioritize service on the tenant, but the rental unit; 3) it does not include an age requirement for substitute service; and 4) there is no temporal connection between service on the rental unit and time to be mailed.

HIPA Creates a Criminal Activity Eviction That Risks Tenants' 5th Amendment Rights

HIPA proposes allowing a landlord to evict a tenant where they can show by a preponderance of the evidence that the tenant, or another occupant, has committed a crime of violence or a dangerous crime within the rental unit. This provision removes the requirement that, prior to eviction on these grounds, a Court of competent jurisdiction has already made a determination regarding the illegal act.

If an eviction case is brought before a criminal case has concluded, tenants may be put in the position of waiving their 5th Amendment right against self-incrimination. In this scenario, a tenant may waive their 5th Amendment right to adequately respond to the allegations made in an eviction case and ideally resist eviction and displacement. We are also concerned that the short timeline proposed will be difficult for the Court to

implement given its existing delays and procedural overwhelm, will pose challenges for tenants connecting with an attorney, and may be inconsistent with requirements of federal law in cases with a federal subsidy or federally backed mortgage. The introduction of this provision may cause further litigation and confusion with the landlord-tenant Court process.

HIPA Creates Artificial Timelines for Initial Hearings

HIPA purports to require an Initial Hearing within 60 days for nonpayment of rent cases and lease violation cases, and 30 days for criminal activity cases under (c)(1) (prior finding that crime was committed in the unit) and (c)(2) (dangerous crime or crime of violence). Initial Hearing timelines have already slowed down with the implementation of the RENTAL Act, because Initial Hearings take longer than before the implementation of the RENTAL Act. This additional change would, in effect, create a category of cases that are set for faster Initial Hearings than others, especially where no prior judicial finding is required. The Court has already adopted an expedited track for cases where the landlord identifies that the case raises an issue of public safety. Cases on the public safety track filed in June of 2026 have an initial hearing, on average, within 33 days.

Legal Aid is concerned that, in order to schedule faster Initial Hearings, the Court will be required to reallocate resources, slowing down the duration of cases requiring more than one hearing.

HIPA Creates an Unnecessary Provision Allowing Landlords to Sue to Gain Access to Units

The options for a landlord provided in this HIPA provision already exist, either in the contractual enforcement of a residential lease or in landlord-tenant common law. Landlords can, and indeed do, file claims for access to units where they are alleging access is being improperly denied by a tenant, as standalone lease violation cases, into other types of eviction cases, and in civil cases. Creating a new enforcement mechanism for access is unnecessary, may lead to harassing litigation filed by landlords against tenants, and will further tax the Court's limited resources.

HIPA Removes DC Housing Authority Loans from Council Oversight

HIPA appears to propose changing DCHA loans so that there are no longer obligations, which require oversight by the Council. If accurate, Legal Aid believes that Council oversight of DCHA's fiscal responsibilities is definitionally important, especially given DCHA's ongoing leadership uncertainty and history of mismanagement issues.

HIPA Broadens Eligibility for the Local Rent Supplement Program (LRSP), Potentially Diluting a Limited Resource Without Additional Programmatic Funding

HIPA introduces a definition, for the purposes of LRSP, of “very low income.” HIPA defines “very low income” as earning less than 50% of the area median income (AMI) and expands eligibility for the LRSP to those with “very low income.” Legal Aid recognizes that individuals and families between 30% and 50% of AMI are often struggling to maintain stable housing in the District, given the scarcity of deeply affordable housing. However, this eligibility expansion will significantly increase the number of individuals and families who may be eligible for LRSP vouchers, without increasing the supply of this already limited resource through additional funding. Legal Aid is concerned that this expansion will have the unintended impact of worsening scarcity and driving extremely low-income families out of the District because of an exacerbated lack of housing assistance.

HIPA Creates New Processes for Transfers of Long-Term Subsidy Contracts (LTSC) Without Protecting Tenants’ Interests

Legal Aid supports the goal of enabling tenants to transfer their housing assistance during renovations and when their units have fallen into disrepair. However, Legal Aid does not support this section of the bill in its current form because it lacks detail and accompanying guarantees for tenants.

In Legal Aid’s experience, temporary and permanent transfers are incredibly disruptive to households and pose a serious risk to the preservation of a tenant’s housing subsidy and the tenancy in general. Any scheme for transfers requires a clear plan and process to solicit input from tenants, inform and assist tenants during relocation, and track households as they move through the process. Without these features, tenants risk losing their housing entirely under the bill’s proposed scheme due to poorly planned, disorganized relocation and no enforceable right to return to their original homes.

The Bill Lacks Language Describing the Tenant Experience During a Transfer

HIPA fails to describe any process for affected households. There are no transfer notice requirements for residents, no opportunity for households to be heard during the process, and no grievance outlets as currently drafted. HIPA proposes that DCHA and the Department of Housing and Community Development (DHCD) make determinations of the validity of renovation requests and whether a building is habitable without laying out any criteria or process for doing so. Notably, this means a lack of a method for

hearing tenant input into whether a building or unit requires or would benefit from renovation. To fully realize the goal of acting in the best interest of the tenants, as the bill states, HIPA must include clarification on that process. HIPA's provisions should also ensure that DCHA and DHCD are prepared administratively to make these determinations and hear any disputes or grievances.

The new proposed language is unclear on whether the transfer of a tenant's subsidy will follow each individual household's movements or flow from one project to another. The language regulates the movement of subsidy money without explaining what happens to the household itself. The bill only states that the subsidy will be transferred "on a temporary basis" to another "project or projects" for the purpose of renovating or rehabilitating the initial LTSC project, or that the subsidy could be "transferred to another property" on a "temporary or permanent basis" if an original property is deemed uninhabitable or fails different types of inspections. This reads as a proposal to shift the subsidy according to the condition of the property, not according to the household. If true, we believe it would be nearly impossible to transfer the *entire* LTSC to another property for tenants that has equal vacancies, bedrooms, accommodations for disabilities, and other features for all affected tenants. If the bill intends to allow the subsidy to be transferred to different qualifying projects according to each household, then the legislative language should specify that. Legal Aid recommends that impacted households be offered either a unit at a receiving project or tenant-based assistance elsewhere.

Language Regarding Temporary Transfers Risks Bypassing Existing Law

HIPA states that a housing provider "shall prioritize impacted residents for return to units in the initial LTSC project once its renovation or rehabilitation is complete." That is the entirety of the commitment from a housing provider to tenants in this very disruptive process. There is no language governing a tenant's right to return, no enforceable timeline on returning to a unit, no right to tenant notice or comment, no guarantee that tenants will not be re-screened for eligibility, and no right to reoccupy at the same rent.

Further, this section risks the creation of a bypass of existing law on displacement for renovations, which includes a full framework and protections for tenants undergoing unit renovations. Legal Aid encourages the Committee to look at the existing framework for renovations of rented units in D.C. Code Section 42-3505.01(f). Section 42-3505.01(f)(2) gives a displaced tenant "the absolute right to reoccupy the rental unit," and (f)(3) permits the tenant to pay the same amount in rent where the work was needed for code compliance. Legal Aid recommends that any transfer language in HIPA includes an absolute right to return to a comparable unit at a rent no greater than the resident's rent

at the time they were transferred; the only increases should be those that would have been allowed had the resident remained in place.

We further encourage the Committee to include a clause that nothing in this paragraph relieves a housing provider of the requirements of D.C. Code Section 42-3505.01(f) or (h).

HIPA Should Define a Standard of Approval of Renovation or Rehabilitation Plans and Renovation Timelines

The bill should also include a standard for approval of renovation/rehabilitation plans and include required findings that rehabilitation cannot safely or reasonably be accomplished in occupied units or in phases. The financial impact statement of the bill states that “the bill requires the provider to present a clear renovation timeline,” however no such text appears in the bill itself. Legal Aid asks that the Committee conform the bill to the financial impact statement as to this requirement.

Language Governing the Suspension, Termination, and Transfer of Subsidies Lacks Explicit Tenant Protections

Per HIPA’s proposed framework for these cases, the transfer of the subsidy is at the discretion of DCHA and DHCD, with the vague requirement that those determinations be made “as is in the best interest of the tenants.” This standard creates no rights that a tenant could enforce. To prevent adverse consequences to tenants, Legal Aid recommends that the Committee requires a bar on eviction actions for nonpayment of rent against tenants when subsidies are suspended or terminated due to housing conditions under D.C. Official Code Section 6-227(f)(4). An amendment is needed to ensure that suspensions, terminations, or transfers under this section will not interrupt the assistance available to a household, and that households have the right to transfer to an eligible unit at their election.

Further, the triggers for suspension or termination of a LTSC in the bill’s current form include when a property “fails multiple Authority inspections” or is “deemed uninhabitable.” The Committee should clarify how many inspections will be considered “multiple” and the standard for uninhabitability. As stated, there are also no requirements regarding notice for either the owner or tenant of the suspension or termination, and no opportunity for the tenant to be heard.

Finally, we recommend that any bill that requires temporary or permanent relocation of tenants also require the housing provider to supply relocation assistance similar to subchapter VII of the Rental Housing Act of 1985. Additionally, this Committee and advocates must know whether the promises made to tenants under these LTSC transfer

provisions are being kept. Legal Aid suggests the Council require an annual report, or a live dashboard, from DCHA and DHCD identifying each transfer and its reason under D.C. Official Code Section 6-227(f) and the current housing status of the affected households.

Clarifying Changes to the Tenant Opportunity to Purchase Act (TOPA)

Legal Aid recommends an amendment to the RENTAL Act to address the ambiguities surrounding TOPA. Specifically, we would recommend 1) defining a “New Building” as a building that received its first permanent certificate of occupancy within the last fifteen years and 2) clarifying that any entity formed under or subject to Title 29 of the DC Code must comply with TOPA for the sale of properties with two to four units.

Defining “New Building”

Legal Aid recommends the following definition of “New Building”:

“New Building” means a building that received its first permanent certificate of occupancy within the last 15 years.

This proposed definition articulates a clear, bright-line rule. It will be relatively easy for tenants and for the District to monitor if a landlord improperly claims a “New Building” exemption from TOPA under this definition. Legal Aid is concerned by the definition proposed in the Housing Investment Protection Act of 2026. Not only is it needlessly complex and challenging to monitor, but, more importantly, it creates perverse incentives for landlords to engage in large scale construction projects that will lead to displacement with no guardrails to preserve and increase affordable housing.

It is clear that the definition of “New Building” in the RENTAL Act has caused confusion.⁴ Council seems to have intended to limit this exemption to new buildings – not old buildings that had undergone construction. The Housing Committee’s Report on the RENTAL Act stated that the exemption would be “short-term” for a “stabilization period” until the building is “fully occupied and reaches a steady rent-paying tenant base.”⁵ The

⁴ Suzie Amanuel, “The RENTAL Act is full of tenant rights rollbacks. This one was supposed to be removed.”, *The 51st* (July 9, 2026), <https://51st.news/housing-law-rental-act-topa-tenant-rights/?ref=the-51st-newsletter>.

⁵ Memorandum from Councilmember Robert C. White, Jr., Chair, Committee on Housing, to Members of the Council of the District of Columbia re. Report on Bill 26-164, the Rebalancing Expectations for Neighbors Tenant, and Landlords (RENTAL) Act of 2025, p. 18 (July 9, 2025),

Committee noted that it had met with housing providers who had told them the stabilization period for a building to become fully occupied can vary from 3 to 15 years. In order to encompass this full stabilization period, the Committee selected the outside number of 15 years for the “New Building” exemption.⁶ At the time the RENTAL Act was considered, the Housing Committee decided that, given the specific challenges buildings face in becoming fully occupied immediately after they are first constructed, a 15-year exemption to give them time to stabilize was appropriate.⁷

Despite the careful consideration Council gave to limiting the “New Building” exemption, the Executive has in some instances suggested an expansive interpretation that would sweep in occupied buildings that undergo renovations.⁸ Tenants of buildings that are much older than 15 years have reported to Legal Aid that they have received notices from their landlords informing them that their landlords are claiming a TOPA exemption simply because the landlord recently received a new Certificate of Occupancy for a renovation or construction. Legal Aid considers these claimed exemptions to be a willful misreading of the RENTAL Act. Nonetheless, all parties need clarity on the meaning of “New Building.”

The Mayor’s proposed definition creates a complicated rendering of “New Building,” which does not effectuate Council’s original intent in passing the RENTAL Act and which creates perverse incentives for landlords to engage in disruptive construction projects at previously occupied properties. This definition would not limit a TOPA exemption to the short-term stabilization period Council contemplated, but instead would allow owners of pre-existing buildings to claim the exemption so long as they add sufficient density.

Legal Aid is most concerned about the likely adverse effects of this proposed definition and its impact on the existing exemption. Already, Legal Aid has seen repeated efforts by landlords of older affordable buildings to clear out current residents so they can engage in large-scale construction projects to add new higher-priced units. These older,

https://lms.dccouncil.gov/downloads/LIMS/57311/Committee_Report/B26-0164-Committee_Report2.pdf?Id=217055.

⁶ *Id.*

⁷ *See id.*

⁸ *See* Suzie Amanuel, “Moonlighting: D.C. Rental Housing Administrator Solicits Landlord Clients for His Side Gig,” *Washington City Paper* (Feb. 26, 2026), <https://washingtoncitypaper.com/article/779849/terrance-laney-conflict-of-interest-rental-housing-administrator-landlords/>.

affordable properties are the ones most likely to use TOPA to preserve their affordability.⁹

For example, Legal Aid currently represents a tenant association at an apartment complex where the landlord applied to the Board of Zoning Adjustment for approval to add density to its buildings. After receiving approval, this landlord has engaged in an ongoing campaign to pressure tenants to leave their rent-stabilized, affordable buildings so that the landlord can complete its planned construction project. The landlord stopped making basic repairs, removed the tenants' laundry facilities, and even filed a lawsuit against the tenant association asking the Court to force all the tenants to leave the property. Through Legal Aid's representation, the Court dismissed that lawsuit, and the tenants have been able to stay in their homes, but the threat of displacement continues to hang over the tenants.

Legal Aid appreciates that the Mayor's goal in drafting such a capacious definition of "New Building" was likely to incentivize landlords to increase density at their properties. However, without proper guardrails, such an incentive would risk displacement of tenants with no guarantee that any later construction will lead to greater future affordability. On the contrary, there is nothing in the law that ensures that any newly constructed units will be affordable to those who live there at present.

This is why Legal Aid proposes a simple, bright-line definition for "New Building," which should avoid future confusion and effectuate Council's original intent of creating an exemption that would cover a building's "stabilization period" without creating perverse incentives for landlords to wantonly displace tenants of older buildings to make a profit.

Two- to Four-Unit Buildings

The exemption of two- to four-unit buildings has also been a source of confusion since passage of the RENTAL Act. When Council first introduced the new exception for two- to four-unit buildings, it stated its purpose of providing support for home ownership by District residents.¹⁰ It elaborated that this kind of homeownership can extend beyond single family homes and that buildings containing fewer than five units can have wealth-

⁹ See White at 18.

¹⁰ See Memorandum from Councilmember Anita Bonds to Chairman Phil Mendelson re. Notice of Intent to Move Amendment at the October 21, 2025 Additional Legislative Meeting, p. 4 (Oct. 17, 2025), <https://lms.dccouncil.gov/downloads/LIMS/57311/Meeting6/Amendment/B26-0164-Amendment2.pdf?id=225477>.

building potential for non-corporate homeowners.¹¹ In explaining the rationale for this exception, Council made clear its interest in drawing a distinction between small buildings that are owned by individual human beings and small buildings that are owned by corporate entities.

To effectuate this original intent, Council needs to clarify that any entity formed under or subject to Title 29 of the DC Code must comply with TOPA when selling a two- to four-unit building. If the Council passes this clarifying amendment, individual homeowners will still be entitled to the intended exemption. This will make it clear that entities like foreign corporations and LLCs still need to comply with TOPA for small buildings.

Conclusion

Thank you for the opportunity to submit this testimony on the many problems with the Housing Investment Protection Act. Legal Aid asks that you reject this bill in its current form, and instead issue clarifying amendments to remedy identified issues with TOPA.

¹¹ *Id.*