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Before the Housing Committee
Council of the District of Columbia

Public Hearing Regarding:

Bill 26-0829
Shared Housing Agreements and Resolution Effort (SHARE) Pilot Program Amendment Act of 2026

October 26, 2026

Legal Aid DC[1] submits the following testimony regarding Bill 26-0829 the Shared Housing Agreements and Resolution Effort (SHARE) Pilot Program Amendment Act of 2026.

Legal Aid DC appreciates the Committee's efforts to address concerns raised by affordable housing providers regarding economic vacancies, unpaid rent, and the length of the court process. We recognize that housing providers face real challenges when rent goes unpaid and that the Council is searching for solutions that may resolve disputes before they reach court.

At the same time, we believe the underlying issue is broader than the eviction process itself: for many District residents, DC rents are simply unaffordable. Many people with low and middle incomes have been priced out of the District. Until DC closes the gap

[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.

between housing costs and household income, eviction diversion programs like this Pilot can only address a portion of the problem.

The proposed Pilot may help some households that have the financial resources to maintain a tenancy but encounter a temporary setback that makes affordability hard for a short period of time. However, any Pilot should be designed and evaluated based on whether it actually prevents displacement and promotes long-term housing stability for all participants.

Counsel for Tenants Participating in SHARE Mediation is Essential

Tenant access to legal representation must be a core component of any mediation program. Legal Aid cannot support the bill as currently drafted without guaranteed access to counsel for tenants.

In our experience, landlords frequently decline to resolve significant tenant claims early in a housing dispute. We routinely see situations in which housing providers refuse to:

- Address serious housing code violations properly and timely;
- Offer rent abatements despite longstanding conditions problems;
- Correct rental ledgers;
- Recalculate rent after recertification failures; or
- Waive arrearages where circumstances justify doing so.

Any of these actions would encourage pre-hearing settlements, but we rarely see landlords willing to take those actions before they are forced to do so. We also regularly encounter property owners, managers, and even attorneys who misunderstand or fail to comply with recertification obligations and other requirements of District housing law.

Importantly, we have seen housing providers decline mediation opportunities in court once a tenant is represented by counsel. That raises questions about what should constitute "good faith participation" in the Pilot program. The Council should establish clear and specific expectations of participation for both parties, including attendance, documentation, and more. The Council could utilize the “(K) Participant satisfaction” data metric to be collected by the grantee administering the SHARE Pilot to track the respective substance of tenant and landlord participation.

Most importantly, most housing providers participating in this program will either have legal counsel directly involved in negotiations or will be working to get tenants to sign agreements prepared by their counsel. Tenants should have equivalent access to advice and representation as landlords. Even with template mediation agreements, the

overwhelming majority of landlords will have legal counsel during mediation, leaving tenants at an unfair disadvantage.

Without counsel, many tenants will not:

- Understand the legal significance of the agreement.
- Recognize potential defenses.
- Understand alternative outcomes available through litigation.
- Appreciate the consequences of defaulting on a settlement payment plan.

Further, without legal advice, tenants will feel substantial pressure to accept terms that are less favorable than what the law would otherwise provide. We frequently represent tenants who entered into settlement agreements before obtaining counsel and later discover that those agreements failed to account for viable defenses, substantial repair claims, or rent-calculation errors. We are deeply concerned that the SHARE Pilot could unintentionally expand that problem unless counsel is available to tenants throughout the mediation process.

The SHARE Program Should Not Become a Fast Track to Eviction

We are also concerned about how SHARE settlement agreements would be enforced. As a threshold issue, the bill currently requires settlement agreements that result from the SHARE Pilot to be filed with the court. However, our reading of the bill text is that at the time a SHARE mediation occurs, no eviction case has yet been filed with the court – only a notice of intent to file provided to the tenant. Indeed, the bill notes that housing providers *cannot* file actions for possession based on nonpayment of rent with the court until a Certificate of Completion of the SHARE Pilot is issued, whether an agreement is reached or not.

It is our understanding that filing a settlement agreement with the court would *require* the landlord to procedurally file an eviction case; otherwise, the court has no jurisdiction to receive or enforce a settlement agreement without an underlying case. Councilmember Robert White confirmed the same during the hearing on this bill on October 26, 2026, noting that mediation occurs “after filing and before the initial hearing.” This format differs from other diversion models, including Philadelphia's, where successful diversion resulting in a settlement agreement generally *prevents* the filing of an eviction action.

We are concerned that filing SHARE settlement agreements with the court could create pressure for judges to convert future hearings between landlords and tenants who

participated in SHARE into streamlined breach proceedings rather than full adjudications of the parties' rights.

For example, if a settlement includes a payment plan, and a tenant misses a payment by a short period of time or otherwise breaches the agreement, the practical effect could be an expedited path to judgment and eviction for the tenant. It is further unclear how long any agreement would bind the parties if filed with the court. For example, could a landlord file a motion to enforce two years after settlement if a tenant misses a payment? We understand the desire to reduce the backlog of eviction cases, but the SHARE Pilot should not be a procedural means to fast-track evictions at the expense of tenants' rights.

At the same time, many tenants will not have ongoing legal representation after the mediation ends, meaning they have no additional means to enforce the landlord's obligations under the settlement agreement. If a housing provider fails to complete repairs, fails to honor a rent concession, fails to correct a ledger, or otherwise breaches the agreement, unrepresented tenants may have no practical ability to ensure landlords comply.

The legislation should include a mechanism to ensure that agreements are enforceable by both sides and should not create a system in which landlord obligations are effectively optional while tenant obligations are immediately enforceable with expedited evictions.

Specific Drafting Recommendations

We also have several specific questions regarding the current text:

Affordability Definition - We are concerned about a tenant with a site-based subsidized unit participating in the Pilot, especially if there is no tenant's counsel participating in the mediation. The regulations regarding subsidies are complex and detailed, and we are concerned that tenants and mediators will not understand the potential risks to their subsidy.

Selection of Participating Properties – As written, the bill requires the Department of Housing and Community Development (DHCD) to consider the housing providers commitment to community engagement. We encourage the language to be edited to specifically require that applications should be evaluated in part based on a housing provider's demonstrated record of maintaining properties in compliance with District housing code requirements. Housing providers with a history of abhorrent housing conditions and neglecting to repair known housing code violations should not benefit from the Pilot.

Notice Language - We are concerned about the notice requirements if the SHARE Assistance Fund is not funded by the Council at the start of the Pilot. The notice should accurately communicate available benefits and avoid creating expectations that cannot be fulfilled until funding becomes available. Additionally, the notice should be drafted in clearly accessible language, and provided in a tenant's primary language if the housing provider has reason to know that the tenant primarily speaks a language other than English.

Intake and Mediation Process -The bill lacks clarity regarding what occurs between intake and issuance of a Certificate of Completion. Additional detail, either in the bill or published by the community organization grantee prior to the implementation of the pilot program, would help participants understand the process and their rights.

Settlement Terms - The list of settlement terms in the draft bill is non-exhaustive. If there are going to be enumerated settlement terms in the draft, they should be expanded to include additional terms that are available to participants. Permissible terms should expressly include:

- Rent abatements for housing conditions.
- Rent recalculations resulting from recertification errors.
- Correction of rental ledgers.
- Affirmative payments owed to tenants.
- Repair obligations with enforceable timelines.

The bill should also explicitly exclude terms that would not be typically available through the court process such as waiving available defenses or stipulate to nonredeemable judgments against them.

Twenty-One Day Timeline -The bill provides that a Certificate of Completion may issue after 21 days, but it is unclear:

- When the 21-day period begins;
- What activities occur during that period;
- Whether extensions are permitted; and
- What obligations are imposed on the parties before a Certificate is issued.

Conclusion

The SHARE Pilot has the potential to help some tenants and housing providers resolve disputes before litigation. But for the Pilot to succeed as an eviction-prevention measure, it must include meaningful access to counsel for tenants, balanced enforcement

mechanisms for all parties, and rigorous evaluation focused on housing stability rather than eviction case processing.

Without those protections, there is a risk that the program could become less of a diversion tool and more of a pre-litigation collection and enforcement mechanism. The Council should ensure that any Pilot advances housing stability, preserves tenant rights, and produces data that accurately measures whether the program is achieving its intended goals.