



COVID-19 HELP GUIDE FOR DC LANDLORDS

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CORONAVIRUS HELP GUIDE FOR LANDLORDS IN DC

The COVID-19 [Response Supplemental Emergency Law](#) provides mortgage deferment, rent freezes, stops notices to vacate and protects consumers from certain debt collection activities. Obviously, the law was hastily drafted and it is not completely clear how it will be applied. We will continue to update this Coronavirus Self-Help Guide as additional information becomes available.

1

MORTGAGE DEFERMENT UNDER THE COVID-19 LAW FOR DC LANDLORDS

Both residential and commercial borrowers may be entitled to a 90-day deferment, with 18 months to repay, interest free. However, this only applies to banks and lenders subject to the jurisdiction of the [DC Department Of Insurance Securities and Banking](#) (DISB). It does not include banks and lenders chartered under laws of the United States. (Most banks are federally chartered.) You should contact your lender and ask whether the law applies to your loan. It is important to note that landlords who receive a deferment must likewise defer the tenant's rent.

2

OTHER TENANT PROTECTIONS

Rent increases are frozen for all tenants (commercial and residential) from the start of the public health emergency until 30 days after it ends. This includes both rent increases set to take effect and notices served during the public health emergency.

All notices of intent to vacate provided by the tenant shall be tolled until 30 days after the end of the public health emergency. That means if a tenant sends a 30-day notice of intent to vacate today, it will not expire until 60 days after the crisis ends.

Finally, all time periods under 14 DCMR 3800 through 4399 are tolled. Included among these regulations are notices to correct or vacate / quit / termination. So, in the event of a lease violation, the tenant will be given thirty (30) additional days to cure or quit after the public health emergency ends.

3

DEBT COLLECTION

The D.C. Superior Court is closed and no evictions, residential or commercial, can be carried out. However, for commercial landlords, a default under the lease, may not be curable after the public health emergency ends, depending on the specific language of the lease. It is possible that if a commercial tenant does not pay rent, absent further relief from the Council, the tenant can still be evicted when the courts reopen. Other than the remedies set forth above, there is no rent payment relief for commercial tenants.