

2004 CASE LAW AND LEGISLATION UPDATE

PRESENTED TO THE REAL ESTATE SECTION OF THE D.C. BAR

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Cases

A. District of Columbia

Columbia Plaza Tenants' Ass'n v. Columbia Plaza Ltd. P'ship, 2005 D.C. App. LEXIS 29 (D.C. Feb. 17, 2005).

This case involved the issue of what constitutes a sale under the Tenant Opportunity to Purchase and Sale Act of 1980 (TOPA).

In Columbia Plaza Tenants' Association, a partnership that owned an apartment complex in Northwest Washington executed an agreement with George Washington University to sell the University approximately twenty-eight (28) percent of the partnership's interest in the apartment complex. The complex's tenants' association filed a complaint, alleging that the deal constituted a "master lease" under D.C. Code § 42-3404.02(c) and, therefore, violated TOPA because the partnership had not given the tenants the opportunity to buy the property before the sale. Columbia Plaza Tenants' Ass'n, 2005 D.C. App. LEXIS at *2-3.

The D.C. Court of Appeals found that the agreement between the partnership and the University did not constitute a "sale" under TOPA. The agreement covered only a partial interest in the property, and thus, the partnership had not relinquished possession of the apartment complex. That is, there was no change in the fundamental control of ownership that would trigger § 42-3404.02(b)(1) of TOPA. Moreover, the partnership had not granted the University an option to purchase an ownership interest, so § 42-3404.02(b)(5) also was not applicable. Because the agreement did not meet either statutory factor, it was not a "master lease" that would trigger TOPA obligations. Id. at *21-22.

Hefazi v. Stiglitz, 862 A.2d 901 (D.C. 2004).

The District of Columbia Court of Appeals recently re-examined issues relating to party walls in Hefazi v. Stiglitz, 862 A.2d 901 (D.C. 2004). In Hefazi, the parties lived in adjacent town houses in Georgetown. The plaintiffs alleged that the defendant interfered with their right of physical access to a chimney flue through an easement running with

the land when the defendant constructed an addition to his home that involved enclosing the flue and sealing off the window on an alleged party wall. Id. at *18.

The Court of Appeals found that the plaintiffs were actually asserting that they had acquired a negative easement; that is, a right to prevent the defendant from interfering with the use and enjoyment of plaintiffs' adjoining property. Id. at *23-24. The court first held that negative easements may only be created by an express grant – never by prescription. Id. at *24. Moreover, the overwhelming majority of American courts had refused to recognize an easement in the unobstructed passage of light and air by prescription. Id. Finally, the Court of Appeals determined that the plaintiffs had failed to demonstrate that their use of the alleged party wall was for the statutory period of fifteen (15) years; as a result, their claim for adverse possession failed as well. Id. at *25-27.

Jones v. Hersh, 845 A.2d 541 (D.C. 2004).

This decision outlined the requirements for valid service of process on a tenant in an action for possession of real estate brought by her landlord.

In Jones, a landlord filed a complaint against the tenant for possession based on the tenant's failure to pay rent. Jones, 845 A.2d at 542. The landlord's process server arrived at tenant's residence and found that the tenant was not home. The process server then served the tenant's niece, who was over sixteen years of age and lived with the tenant at that address, with the summons and complaint, and made no additional efforts to find and personally serve the tenant. Id. at 543.

The tenant later claimed that she answered the calendar call on the return date of the summons, waited all morning for the case to be called, and left at the lunch break. The landlord, however, contended that the tenant was not present when the case was called at the initial calendar call. Id. at 543-44.

The D.C. Court of Appeals found that, under D.C. Code § 16-1502¹, valid service on the tenant was achieved when the process server went to the tenant's residence, found that she was not there, and delivered the summons and complaint instead to somebody else over the age of sixteen who was residing at the residence. Id. at *543. Moreover, no additional efforts to find and serve the tenant were required for the substitute service to be effective. Id. The Court of Appeals, however, reversed and remanded the case for further fact finding with respect to the tenant's argument regarding the calendar call. Id. The court found that there was a bona fide factual dispute about whether the tenant actually answered the calendar call, and as such, the trial court should not have entered a judgment against the tenant without making any findings of fact. Id.

One D.C. Superior Court judge recently addressed, in the context of six (6) different actions for possession, the issue of what types of personal service efforts are sufficiently "diligent and conscientious" to satisfy the requirements of D.C. Code § 16-1502. Capitol City Prop. v. Watts, L&T No. 04-28553 (D.C. Sup. Ct. Oct. 21, 2004). In each of the six cases, the landlord's process server made two attempts at personal service before affixing the summons and complaint to the tenant's front door and then mailing a second copy to the tenant at the premises to be recovered. Judge Kravitz held as follows:

"A process server who has no information about a tenant's schedule and takes no steps to learn any such information makes a 'diligent and conscientious' effort to effect personal service only if he makes at least two attempts at personal service on different days of the week and at substantially disparate times of the day. Specifically . . . a process server who fails to explain why he made his attempts at personal service at the times he made them satisfies his burden of proving that he has been diligent and conscientious in seeking to effect personal service only if he has made at least one attempt at personal service in at least two of the following four categories of days and times: (1) weekdays between 8:00 a.m. and 6:00 p.m . . . ; (2) weekdays before 8:00 a.m.; (3) weekdays

¹ D.C. Code § 16-1502 states, in pertinent part, as follows: "If the defendant has left the District of Columbia, or cannot be found, the summons may be served by delivering a copy thereof to the tenant, or by leaving a copy with some person above the age of sixteen years residing on or in possession of the premises sought to be recovered"

after 6:00 p.m.; and (4) weekends. In addition, the process server may not make all of his attempts at personal service on a single day.”

In two of the cases, one attempt at service was made during traditional working hours on a weekday and the other was not. The court, using the aforementioned categories, found that these efforts satisfied the “diligent and conscientious” requirement. In the remaining cases, however, each process server had made his two attempts on days that fell into the same category. As such, Judge Kravitz held that those landlords had not satisfied their burdens of showing that their process servers made a diligent and conscientious effort at effecting personal service before resorting to service by posting and mailing.

Bolandz v. 1230-1250 Twenty-Third Street Condominium Unit Owners Ass’n, 849 A.2d 1010 (D.C. 2004).

This matter involved the standard of review used to adjudicate a condominium association board’s decision requiring an owner to remove an enclosure that the owner installed on his balcony without the condominium board’s consent.

The trial court held it could not find that a by-law providing that nothing could be altered or constructed on condominium balconies without the board’s consent had no reasonable relationship to the health, happiness, and enjoyment of the unit owners, and, on that basis, upheld the board’s decision. The appellate court held that the standard of “reasonableness,” rather than the comparatively deferential “business judgment” rule, was the relevant standard of review for decisions of condominium boards. Under the business judgment rule, a court will respect a condominium board’s decision unless the decision was made either negligently, without a rational business purpose, in bad faith, or by interested board members. In contrast, the reasonableness standard may require a court to conduct extensive fact-finding and evaluate the peculiar facts and circumstances of each case.

In its decision, the trial court had expressed its doubts about the reasonableness of the board’s decision to disapprove the owner’s enclosure, but it did not unequivocally decide that the board’s decision was unreasonable, nor did it find unambiguously that

the board's decision was reasonable. The trial court's finding that a by-law was not unreasonable was not an endorsement of the reasonableness of the board's decision, as the reasonableness of the by-law was not the issue because it allowed the board unfettered discretion to allow the enclosure. The record before the appellate court was incomplete, so it was necessary to remand the matter to the trial court to decide squarely whether the board's decision was a reasonable one under the circumstances.²

Bembery v. District of Columbia, 852 A.2d 935 (D.C. 2004)

This matter involved a tax lien certificate holder's claim against the District of Columbia for specific performance after the District permitted the record property owners to redeem the property.

A trustee of a realty trust was the high bidder at a tax auction sale of certain real property located in D.C. and accordingly received from the District a tax lien certificate, as opposed to a tax deed, that set forth the name of the record owner and the amount of the lien. Subsequently, the District permitted the record property owners, who had purchased the realty in question from the co-conservator of the record owner at the time of the tax auction sale, to redeem the property by paying the delinquent taxes. The tax lien certificate holder sued the District and the record property owners, seeking orders compelling the District to issue him a tax deed for the property and declaring void the deed that transferred title from the prior owners to the record property

² This decision stands in sharp contrast with the Court of Appeals' decision in Burgess v. Pelkey, 738 A.2d 783 (D.C. 1999). There, a cooperative association, Hampshire Gardens, amended its bylaws such owners who bought their shares in the cooperative before the amendment was adopted would no longer be able to sublet their apartments. The shareholder sued the cooperative, claiming breach of the proprietary lease between the parties.

The Court of Appeals first noted that Delaware law was applicable, as the cooperative was incorporated in Delaware. The court then pointed to prior cases in which it had applied the "business judgment rule" to determine the validity of a cooperative board's actions. Under Delaware law, a court first looks to a cooperative's bylaws to determine the validity of a board's actions. The Hampshire Gardens' Board of Directors was authorized to take any action "which the Board in its discretion shall deem needful, advisable, or proper for the preservation, management, conduct, and operation of the property, affairs, and to make and enforce all needful rules and regulations for that purpose." Thus, because the amended bylaws came within the authority of the Board, the trial court's grant of summary judgment in favor of the cooperative, without further examination of the amendment, was appropriate.

owners. The trial court granted summary judgment to the District and the record property owners.

On appeal, the tax lien certificate holder argued that the court should reconsider its holding in Stuart v. District of Columbia, 694 A.2d 49, 51 (D.C. 1997), that a tax certificate holder cannot successfully sue the District for specific performance on the ground that the District had permitted an untimely redemption. The D.C. Court of Appeals declined to do so, finding that summary judgment was properly granted to the District because the tax lien certificate holder was not entitled to obtain specific performance against it, and it was properly granted to the record property owners because there was no genuine issue of material fact as to whether the record property owners properly redeemed the property.

Wright v. Walsh, 856 A.2d 1108 (D.C. 2004)

This matter involved the 90-day notice period under D.C. Code § 42-3505.1(d) of the District of Columbia Rental Housing Act of 1985.

Shortly after receiving a ninety-day notice to vacate the house that she was renting, the tenant asked one of the owners if he would be willing to sell her the house. After having the house appraised, the tenant submitted an offer to buy it, but the owners never accepted the offer. When the ninety-day notice period expired, the tenant was still living in the house. The owners' property manager then filed an action for possession in the Landlord and Tenant Branch of the Superior Court, which entered a judgment of possession in favor of the owners.

The tenant contended that the owners waived the 90-day notice because they agreed to consider her offer to buy the house. The D.C. Court of Appeals disagreed, finding that the language of the Act did not support the tenant's argument. Section 42-3505.01(d) provided only that the landlord was to serve on the tenant a 90-day notice to vacate in advance of action to recover possession of the rental unit. There was no mention of a waiver if the landlord considered the tenant's offer to purchase the rental unit. Moreover, there was no District of Columbia case law supporting the tenant's argument. The tenant attempted to invoke a common law rule that receipt of rent by a

landlord, after notice to quit for a new term or part thereof, amounted to a waiver of his or her right to demand possession, as support for her assertion that a waiver occurred. The Court found that this rule was inapplicable, as there was no evidence that either the manager or the owners accepted rent from the tenant for a term beyond the 90-day notice period.

Scoville Street Corp. v. Dist. TLC Trust, 857 A.2d 1071 (D.C. 2004)

This matter involved a challenge to a tax deed issued by the District of Columbia government after an agent of the property owner disclaimed any interest in the property.

In Scoville, municipal liens were placed against two properties in the District due to nonpayment of taxes from 1992-1995. As a result of the unpaid liens, the properties were sold to the D.C. government, which assigned its tax liens on both properties to District TLC. The property manager was sent notice that it had 30 days in which to pay the taxes and redeem the properties. When this period expired, District TLC filed foreclosure actions against the properties. The property corporation did not answer the complaint but instead, the property manager, as agent for the corporation, filed a disclaimer of interest in the property based on his honest belief that the corporation had no title to the property, when, in fact, it did. The corporation brought an action to reclaim the property after it discovered its mistake and further sought to enforce an alleged oral settlement agreement with District TLC.

The Court of Appeals held that the owner had been properly notified that the taxes were outstanding on the property and that it had thirty (30) days to redeem the property. Moreover, the District of Columbia's assignment of the tax lien was a public document, readily available for inspection. Finally, the agent had disclaimed any interest in the property after the assignment was recorded. The court found that the suit was barred by res judicata as the trial court had foreclosed the owner from its equity rights and right of redemption in the property in a prior suit involving the same parties, the same property, and the same disclaimer of interest. Finally, the court ruled

that the oral settlement agreement violated DC's Statute of Frauds, as it was not in writing and as there was no evidence of partial performance.

Bender v. Williams, 848 A.2d 590 (D.C. 2004)

This matter involved the recovery of certain pass-through expenses, namely, consumer price index (CPI) and real estate tax increases, in a landlord-tenant dispute.

The landlord sued his tenants, claiming they were liable for CPI and real estate tax increases under commercial leases they had executed with the landlord's predecessor. D.C. Superior Court granted judgment in favor of the tenants and the landlord appealed. The appellate court found that the trial court did not err in finding that the landlord had failed to present sufficient evidence that the Consumer Price Index used by his accountant to compute the cost of living pass-throughs was the CPI referred to in the leases. The landlord needed to prove his alleged damages - the uncollected past cost-of-living increases - with reasonable certainty, leaving no room for speculation or guesswork, and he had not. As the trial court noted, several different consumer price index calculations were available for the geographical area at issue, and neither the landlord nor the accountant was able to say whether he used the one referred to in the leases.

Douglas v. Lyles, 841 A.2d 1 (D.C. 2004)

This matter involved a dispute between a real estate buyer and sellers for damages and specific performance of a contract to sell a house as a result of the sellers' failure to complete settlement pursuant to the contract.

The sellers acquired the property through intestate succession from their parents and brother. The sellers accepted the buyer's second offer to purchase the property. Buyer and four (4) sellers executed the sales contract. The contract contained a standard clause relating to the obligation of the sellers to deliver good title. Based upon a preliminary title search, the closing agent required further information from the sellers. When the sellers concurrently proposed a renegotiation of the sales contract for

a higher purchase price, the buyer refused and filed an action for damages and specific performance.

The sellers argued that they did not hold legal title to all of the property at the time the contract was signed, and that the contract was unenforceable. The D.C. Court of Appeals, reversing the trial court, held that the sellers were all of the intestate takers and that they had the right to insist upon distribution of their interests. The sellers had more than a bare expectancy interest, as the owner of the property had died when the contract was entered into and there was no chance that a change in the laws of intestate succession or creation of a will could change the outcome. Thus, the sellers' contract to sell property was enforceable. Further, the doctrine of after-acquired title operated to require after-acquired property to inure to the benefit of a grantee where the grantor did not own the property at the time of the transfer. The contract was not unenforceable in equity simply because the shares of the property held in the personal representatives' estates had not yet been distributed. Finally, the marketability of title clause required the sellers to perfect the title, which could be done through the probate process.

York Apartments Tenants Association v. D.C. Zoning Commission, 856 A.2d 1079 (D.C. 2004).

This matter involved standing requirements to challenge an action by the DC Zoning Commission.

The District of Columbia Zoning Commission granted a university's application to construct a facility that would contain classrooms and be used as a dormitory, and an association that represented tenants who lived in a building located across the street from the facility sued the Commission, claiming that it failed to follow zoning regulations governing modifications to previously approved planned unit development (PUDs) and failed to accord great weight to the recommendations and testimony of an advisory neighborhood commission. The university intervened in the lawsuit, claiming that the association's action was untimely and that the association did not have standing to seek judicial review of the Commission's order.

The D.C. Court of Appeals held that: (1) the time the association had to seek judicial review commenced when the Commission's order was served on the association, not when the Commission published its order in the District of Columbia Register, and the association's action was timely; but (2) the association lacked standing to challenge the Commission's order because it failed to allege any actual injuries suffered by its members that were not generalized grievances.

Willens v. 2720 Wisconsin Ave. Cooperative Ass'n, 844 A.2d 1126 (D.C. 2004)

This matter involved the issue of whether a cooperative association's decision to forgive debts owed to the cooperative by some members constituted a breach of contract and of fiduciary duty.

The cooperative's old mortgage debt to a developer was passed on to the cooperative. The cooperative, in turn, allocated this debt to its individual members. The dissidents were two members who had prepaid their allocated share of that debt. When the cooperative decided to pay off the wraparound debt, the board released the members who still owed the cooperative for their allocated shares of the debt obligation. Those released members, however, remained liable for new monthly assessments to replenish the cooperative's reserves. There was no distribution of funds to the dissidents, however, even though this meant that they had, in effect, overpaid.

The D.C. Court of Appeals held that the trial court had erred in applying the business judgment rule in its scrutiny of the board's actions. While it might emerge at trial that the board had acted so reasonably that the claims of breach of contract and of fiduciary duty would not be sustained, the business judgment rule, which had not yet been recognized in the District of Columbia as applicable to cooperatives, had no applicability where directors were personally interested in a transaction, even if they had acted in good faith.

B. Maryland

Potomac Elec. Power Co. v. Classic Cmty. Corp., 856 A.2d 660 (Md. 2004)

This case addressed the issue of whether public utilities are responsible for the costs associated with relocation of their equipment.

In PEPCO, the electric company owned utility poles on certain property in Montgomery County that were also used by telephone and cable providers for their wires. 856 A.2d at 661. PEPCO had received a right-of-way from the property's owners a century earlier and obtained a similar written consent from the next owner of the property. When a developer purchased the property and sought to subdivide it, Montgomery County required certain land improvements that necessitated a road-widening project. To widen the road, the utility poles would have to be relocated, but PEPCO and the developer could not agree on which party should pay for the removal and relocation.

The Court of Appeals of Maryland, in reversing the trial court, ruled that although Maryland usually applies a common law property rule under which a public utility company is responsible for relocating its equipment, there was some precedent for relieving the utility of liability when the relocation was required by private development or a municipality acting in a private capacity. The instant case fell into the latter category, because the relocation was necessitated by an agreement entered into between the County and the developer for the developer's own benefit.

C. Virginia

Cochran v. Fairfax County Bd. of Zoning Appeals, 594 S.E.2d 571 (Va. 2004)

This case involved a county Board of Zoning Appeals's authority to grant variances.

In Cochran, several homeowners filed variance applications with the Boards of Zoning Appeals for several counties. The counties awarded all the variances, in varying degrees, and the homeowners' neighbors sought relief in the county circuit courts.

The Supreme Court of Virginia first noted that Board of Zoning Appeals (BZA) decisions are entitled to a presumption of correctness. However, each of the BZA decisions failed to meet the standard prescribed in Va. Code § 15.2-2309(2), the statutory provision governing the BZAs' authority to grant variances. The Supreme Court found that although the homeowners presented compelling reasons for each variance application, including the significant expense to the owners if they reconfigured their plans to meet the requirements of the zoning ordinance and the likely aesthetic improvements to the neighborhoods as a result of the variance, BZA nevertheless had no authority to act. A variance may only be granted if a zoning ordinance "interferes with all reasonable beneficial uses of the property, taken as a whole." Cochran, 594 S.E.2d at 578. Because the zoning ordinances did not interfere with all reasonable beneficial uses of the properties, BZA could not grant the variances.³

Gas Mart v. Bd. of Supervisors of Loudoun County, 2005 Va. LEXIS 31 (Mar. 3, 2005).

This decision addressed notice and hearing requirements as they relate to Virginia county zoning ordinances.

In Gas Mart, the Board of Supervisors of Loudoun County enacted comprehensive amendments to the Loudoun County Zoning Ordinance and Zoning Map. The Board of Supervisors published an advertisement in the local newspaper, announcing that it would conduct public hearings on the proposed amendments. One of the public hearing notices was titled "Provisions to implement the Conservation Design policies in the Revised General Plan." This was the only reference to the conservation design policies stated in the notices. Further, the advertisement contained

³ Legislation is currently pending before the Virginia General Assembly that would amend the statutory grounds upon which a board of zoning appeals may grant a variance. For example, House Bill 2839, introduced on January 20, 2005, would amend Va. Code § 15.2-2309 to read, in relevant part, as follows:

- "No such variance shall be authorized by the board unless it finds:
- a. That the strict application of the ordinance would produce clearly demonstrable hardship;
 - b. That the clearly demonstrable hardship is not shared generally by other properties in the same zoning district and the same vicinity; and
 - c. That the authorization of the variance will not be of substantial detriment to adjacent property and that the character of the district will not be changed by the granting of the variance." See H.B. 2839, 2005 Sess. (Va. 2005).

neither a description or summary of the policies nor an indication of the geographic areas of the county that would be affected by the policies. Plaintiffs sued, alleging that the Board had failed to satisfy the public hearing notice requirements of Va. Code § 15.2-2204(A).

The Supreme Court of Virginia found that the notices failed to satisfy the “descriptive summary” requirement of § 15.2-2204. A descriptive summary, for purposes of that section, is “a statement that covers the main points concisely, but without detailed explanation, in a manner that serves to describe an object for the knowledge and understanding of others.” The proposed notice did not cover the main points of the proposed amendment, failing to inform the public of the contents of the policies and to establish the boundaries of the affected geographic areas of the county.

Legislation

Below are brief summaries of notable real estate legislation that has been enacted within the past year and a half or that is currently pending before the D.C. Council.

A. Enacted Legislation

1. Eastern Market Amendment Act of 2004

D.C. ACT 15-469

JULY 19, 2004

This legislation amended the Eastern Market Real Property Asset Management and Outdoor Vending Act of 1998 to eliminate term limitations for Eastern Market Community Advisory Committee members that are subject to them and to change the composition of the Eastern Market Community Advisory Committee by: (1) eliminating the Eastern Market Tenants Council member; (2) giving a full vote both to the food market inside vendor and the representative from the farmers' line; (3) keeping the member from the Advisory Neighborhood Commission in which Eastern Market is sited and eliminating the other Advisory Neighborhood Commission member; (4) giving the Mayor's representative a vote; (5) requiring the Ward 6 Councilmember's representative

to be a resident in the ward and giving the Ward 6 Councilmember's representative a vote; and (6) requiring the Eastern Market Community Advisory Committee to conform its bylaws to these amendments.

2. Retail Incentive Act of 2004

D.C. ACT 15-435

MAY 21, 2004

This act established a tax increment financing program for retail development in the District of Columbia.

3. Deed Recordation Tax and Related Amendments Amendment Act of 2004

D.C. ACT 15-176

MAY 21, 2004

This act amended the District of Columbia Deed Recordation Tax Act to exempt from taxation deeds recorded between domestic partners.

4. Real Property Classification Clarification Act of 2004

D.C. LAW 15-148

April 22, 2004

This act amended Title 47 of the District of Columbia Official Code to clarify the definitions of real property classifications.

5. Owner-Occupant Residential Tax Credit and Exemption Act of 2004

D.C. ACT 15-350

FEBRUARY 6, 2004

This act amended Chapter 8 of Title 47 of the District of Columbia Official Code to provide a tax credit to owner-occupants of residential real property to limit the

amount of the real property tax to 112% of the real property tax for the prior tax year and to increase the homestead deduction to \$38,000.

6. Uniform Trust Act of 2003

D.C. ACT 15-286

DECEMBER 18, 2003

This law amended Title 19 of the District of Columbia Official Code to enact the Uniform Trust Code in the District of Columbia.

7. Comprehensive Housing Strategy Act of 2003

D.C. ACT 15-238

NOVEMBER 25, 2003

This law established a Comprehensive Housing Strategy Task Force to assess the quality and availability of housing for households at all income levels in the District of Columbia and develop a set of public policy recommendations to address the housing needs of both current residents and the 100,000 new residents that are expected to move into the District over the next ten (10) years.

B. Federal Legislation

District of Columbia \$5000 Homebuyer Credit Act of 2003

H.R. 1952

Introduced MAY 5, 2003

This legislation, introduced by Congresswoman Norton, aimed to amend the Internal Revenue Code of 1986 to provide that the first-time homebuyer credit for the District of Columbia be made permanent. The bill was referred to the House Ways and Means Committee, and expired at the end of the 108th congressional session. Similar legislation had not yet been-reintroduced in the current Congress.

C. Pending Legislation

1. Rental Housing Conversion and Sale Amendment Act of 2005

D.C. B16-0050

Introduced: JANUARY 18, 2005/ Marked-up on March 15, 2005

This bill would amend the Rental Housing Conversion and Sale Act of 1980 to give tenants, among other things, an opportunity to purchase a housing accommodation prior to the transfer by an owner of a "controlling interest" in the property within a twelve (12) month period. As marked-up, the bill would also invalidate certain letters issued by the Department of Consumer and Regulatory Affairs (DCRA).

2. Uniform Real Property Electronic Recording Act of 2005

D.C. B16-0173

Introduced: MARCH 1, 2005

This act authorizes the use and storage of electronic and digitized documents by the Recorder of Deeds. The act also allows the Recorder of Deeds to convert paper documents accepted for recording into electronic form.

3. Real Property Tax Relief Act of 2005

D.C. B16-0178

Introduced: MARCH 1, 2005

This bill would amend Title 47 of the District of Columbia Official Code to increase the homestead exemption to \$60,000, establish a calculated real property tax rate for Class 1 Properties, and provide a tax credit to owner-occupants and tenants of residential real property.

4. Property Tax Rate Reduction Act of 2005

D.C. B16-0192

Introduced: MARCH 15, 2005

This bill would amend D.C. Code § 47-812 to provide for a reduction in the property tax rates for residential and commercial properties located in the District of Columbia.

On a final note, legislation referred to the Committee on Finance and Revenue or the Committee on Consumer and Regulatory Affairs may be found at the following website: <http://www.dccouncil.washington.dc.us/lims/LegbyCommittee.asp>.

To access this website, follow these steps:

1. Go to www.dccouncil.us
2. Click "Legislation"
3. Click "Legislation by Committee"
4. Select a Committee – "Finance and Revenue" (FR) or Consumer and Regulatory Affairs (CRA)
5. Select "SEARCH"
6. Click on the Bill or PR number of the legislation you want to view
7. Click "View Legislation Online"
8. Click "Click to See Document"