

SENATE BILL 923

N1

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By: **Senator Ready**

Introduced and read first time: February 3, 2020

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property – Residential Lease – Terminology**

3 FOR the purpose of replacing the term “landlord” with “residential housing provider” and
4 “tenant” with “resident” in the context of residential leases; defining certain terms;
5 making stylistic and conforming changes; and generally relating to the terminology
6 for residential leases.

7 BY repealing and reenacting, with amendments,
8 Article – Business Occupations and Professions
9 Section 10–206(b)(1) and (2)
10 Annotated Code of Maryland
11 (2018 Replacement Volume and 2019 Supplement)

12 BY repealing and reenacting, without amendments,
13 Article – Business Regulation
14 Section 8–101(a)
15 Annotated Code of Maryland
16 (2015 Replacement Volume and 2019 Supplement)

17 BY repealing and reenacting, with amendments,
18 Article – Business Regulation
19 Section 8–101(k)
20 Annotated Code of Maryland
21 (2015 Replacement Volume and 2019 Supplement)

22 BY repealing and reenacting, without amendments,
23 Article – Corporations and Associations
24 Section 5–6B–01(a) and 5–6B–07(a)(1)
25 Annotated Code of Maryland
26 (2014 Replacement Volume and 2019 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



- 1 BY repealing and reenacting, with amendments,
2 Article – Corporations and Associations
3 Section 5–6B–01(s)(1), 5–6B–05, 5–6B–06(a) through (f), 5–6B–07(a)(2), (b), (c), and
4 (l)(1), 5–6B–08(c)(4), 5–6B–09(a)(1) and (2), 5–6B–10(a) and (b), and
5 5–6B–33(d)
6 Annotated Code of Maryland
7 (2014 Replacement Volume and 2019 Supplement)
- 8 BY repealing and reenacting, without amendments,
9 Article – Environment
10 Section 6–801(a)
11 Annotated Code of Maryland
12 (2013 Replacement Volume and 2019 Supplement)
- 13 BY repealing and reenacting, with amendments,
14 Article – Environment
15 Section 6–801(c), 6–815(a) and (b), 6–818(a), 6–819(b)(1), (c)(1)(ii), (d), and (e), 6–820,
16 6–821(a)(2) and (3) and (b), 6–823, 6–828(a), and 6–836
17 Annotated Code of Maryland
18 (2013 Replacement Volume and 2019 Supplement)
- 19 BY repealing and reenacting, with amendments,
20 Article – Health – General
21 Section 19–1401.1(a)(1)
22 Annotated Code of Maryland
23 (2019 Replacement Volume)
- 24 BY repealing and reenacting, with amendments,
25 Article – Housing and Community Development
26 Section 4–1208(f), 7–101(i)(2) and (l), 7–106, 7–201(b)(3), 7–202(a)(4) and (b)(5),
27 7–203(a), 7–210(b)(2), 7–212(a) and (b), 7–301, 7–302(a), 7–303, 7–304,
28 7–305(a), 7–306, 7–403, 12–303(d), 12–402(3), and 13–104(a)(2)
29 Annotated Code of Maryland
30 (2019 Replacement Volume and 2019 Supplement)
- 31 BY repealing and reenacting, without amendments,
32 Article – Housing and Community Development
33 Section 7–101(a)
34 Annotated Code of Maryland
35 (2019 Replacement Volume and 2019 Supplement)
- 36 BY repealing and reenacting, with amendments,
37 Article – Human Services
38 Section 5–603
39 Annotated Code of Maryland
40 (2019 Replacement Volume and 2019 Supplement)

- 1 BY repealing and reenacting, with amendments,
2 Article – Public Safety
3 Section 9–104(d)(1)(iii), 9–105(b) and (f), 9–106(c) and (e), 9–108(a), 12–202(j)(2) and
4 (3), 12–203(g), and 14–212(b)(2)
5 Annotated Code of Maryland
6 (2018 Replacement Volume and 2019 Supplement)
- 7 BY repealing and reenacting, with amendments,
8 Article – Public Utilities
9 Section 7–303(h) and (i), 7–304(b)(2), 7–307.3(b), and 7–309
10 Annotated Code of Maryland
11 (2010 Replacement Volume and 2019 Supplement)
- 12 BY repealing and reenacting, with amendments,
13 Article – Real Property
14 Section 1–101, 8–202 through 8–203.1, 8–204 through 8–205.1, 8–206 through
15 8–208.3, 8–210 through 8–211.1, 8–212.1(b), 8–212.2, 8–212.3, 8–213 through
16 8–217, 8–5A–01(b), 8–5A–02 through 8–5A–06, 8–603(a), 11–102.1,
17 11–102.2(b) and (g), 11–111(a)(1)(ii) and (c)(1), 11–136(a) through (f),
18 11–137(a)(2), (b), (c), and (l)(1), 11–138(d)(4), 11–139(a)(1) and (2), 14–128(b)
19 through (d), 14–130(c), (d), and (f), and 15–102(17)
20 Annotated Code of Maryland
21 (2015 Replacement Volume and 2019 Supplement)
- 22 BY repealing and reenacting, without amendments,
23 Article – Real Property
24 Section 8–5A–01(a), 11–137(a)(1)
25 Annotated Code of Maryland
26 (2015 Replacement Volume and 2019 Supplement)
- 27 BY repealing and reenacting, with amendments,
28 Article – State Government
29 Section 20–706(b)(3)(ii)
30 Annotated Code of Maryland
31 (2014 Replacement Volume and 2019 Supplement)
- 32 BY repealing and reenacting, with amendments,
33 Article – Tax – Property
34 Section 9–219(a), 9–304(f)(1)(ii)
35 Annotated Code of Maryland
36 (2019 Replacement Volume)
- 37 BY repealing and reenacting, without amendments,
38 Article – Tax – Property
39 Section 9–304(f)(1)(i)
40 Annotated Code of Maryland
41 (2019 Replacement Volume)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Business Occupations and Professions

10–206.

(b) This section does not apply to:

(1) a person while representing a [landlord] **RESIDENTIAL HOUSING PROVIDER** in a summary ejectment or a rent escrow proceeding in the District Court of Maryland;

(2) a person while representing a [tenant] **RESIDENT** in a summary ejectment or a rent escrow proceeding in the District Court of Maryland if the person is:

(i) a law student practicing in a clinical law program at a law school accredited by the American Bar Association with the in-court supervision of a faculty member; or

(ii) employed by a nonprofit organization receiving grants from the Maryland Legal Services Corporation and:

1. the person has training and experience;
2. the person is supervised by a lawyer; and
3. the supervising lawyer's appearance is entered in the proceeding;

Article – Business Regulation

8–101.

(a) In this title the following words have the meanings indicated.

(k) “Owner” includes a homeowner, [tenant] **RESIDENT**, or other person who buys, contracts for, orders, or is entitled to a home improvement.

Article – Corporations and Associations

5–6B–01.

(a) In this subtitle the following terms have the meanings indicated.

(s) (1) “Proprietary lease” means an agreement with the cooperative housing

corporation under which a member has an exclusive possessory interest in a unit and a possessory interest in common with other members in that portion of a cooperative project not constituting units and which creates a legal relationship of [landlord] **RESIDENTIAL HOUSING PROVIDER** and [tenant] **RESIDENT** between the cooperative housing corporation and the member, respectively.

5-6B-05.

(a) (1) At least 180 days before a [tenant] **RESIDENT** is required to vacate a portion of a residential rental facility used as a residence that is acquired or is to be acquired by a cooperative housing corporation or that is owned by or is to be owned by a corporation that may become a cooperative housing corporation, the owner and the [landlord] **RESIDENTIAL HOUSING PROVIDER** of each [tenant] **RESIDENT** in possession of a portion of the residential rental facility shall give the [tenant] **RESIDENT** a notice in substantially the form specified in subsection (f) of this section.

(2) For effective notice, the owner and the [landlord] **RESIDENTIAL HOUSING PROVIDER**, at least 15 days before giving the notice required by this section, shall file with the Secretary of State a copy of the notice, a list of the [tenants] **RESIDENTS** to whom the owner and the [landlord] **RESIDENTIAL HOUSING PROVIDER** anticipate giving notice, and an affidavit in substantially the following form:

"I hereby affirm under the penalty of perjury that the notice requirements of § 5-6B-05 of the Corporations and Associations Article, if applicable, have been fulfilled.

Developer

By....."

(3) (I) If a [tenant] **RESIDENT** first leases a portion of the premises as a residence after the notice required by this subsection has been given, the owner and the [landlord] **RESIDENTIAL HOUSING PROVIDER**, if other than the owner, shall inform the [tenant] **RESIDENT** in writing that the notice has been given.

(II) The [tenant] **RESIDENT** shall be so informed on or before signing the lease or taking possession, whichever occurs first.

(b) The notice shall be considered to have been given to each [tenant] **RESIDENT** if delivered by hand or mailed, postage prepaid, to the [tenant's] **RESIDENT'S** last known address.

(c) A [tenant] **RESIDENT** leasing a portion of a residential rental facility as a residence at the time the notice referred to in subsection (a) of this section is given to the [tenant] **RESIDENT** may not be required to vacate the premises prior to the expiration of 180 days from the giving of the notice except for:

(1) Breach of a covenant in the lease occurring before or after the notice is

given;

(2) Nonpayment of rent occurring before or after the notice is given; or

(3) Failure of the [tenant] **RESIDENT** to vacate the premises at the time that is indicated by the [tenant] **RESIDENT** in a notice given to the [landlord] **RESIDENTIAL HOUSING PROVIDER** under subsection (e) of this section.

(d) (1) If the lease term of a [tenant] **RESIDENT** who leases a portion of a residential rental facility as a residence at the time the notice referred to in subsection (a) of this section is given would ordinarily terminate during the 180-day period, the lease term shall be extended, at the option of the [tenant] **RESIDENT**, until the expiration of the 180-day period.

(2) The extended term shall be at the same rent and on the same terms and conditions as were applicable on the last day of the lease term.

(e) A [tenant] **RESIDENT** who leases a portion of a residential rental facility as a residence at the time the notice referred to in subsection (a) of this section is given may terminate the lease, without penalty for termination, upon at least 30 days' written notice to the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

(f) (1) The notice referred to in subsection (a) of this section shall be sufficient for the purposes of this section if it is in substantially the following form.

(2) [As to] **FOR** rental facilities containing fewer than 10 units, "Section 2" of the notice is not required to be given.

"NOTICE OF INTENTION TO CREATE A COOPERATIVE HOUSING CORPORATION

.....(date)

This is to inform you that the residential rental facility known as:..... has been or may be acquired by a cooperative housing corporation or that the current owner of the residential rental facility has or may become a cooperative housing corporation in accordance with the Maryland Cooperative Housing Corporation Act. You may be required to move out of your residence after 180 days have passed from the date of this notice, or in other words, after:..... (date).

Section 1

Rights that Apply to All [Tenants] **RESIDENTS**

If you are a [tenant] **RESIDENT** in this residential rental facility and you have not already given notice that you intend to move, you have the following rights, provided you have previously paid your rent and continue to pay your rent

1 and abide by the other terms and conditions of your lease.

2 (1) You may remain in your residence on the same rent, terms, and
3 conditions of your existing lease until either the end of your lease term or until
4 (date) (the end of the 180-day period), whichever is later. If your lease
5 term ends during the 180-day period, it will be extended on the same rent, terms,
6 and conditions until (date) (the end of the 180-day period). In addition,
7 certain households may be entitled to extend their leases beyond the 180 days as
8 described in Section 2.

9 (2) You have the right to purchase your residence before it can be
10 sold publicly. A purchase offer describing your right to purchase is included with
11 this notice.

12 (3) If you do not choose to purchase your residence, and the annual
13 income for all present members of your household did not exceed (the
14 income eligibility figure for the appropriate area which equals approximately 80
15 percent of the median income for your county or standard metropolitan area) for
16 20__, you are entitled to receive \$375 when you move out of your residence. You
17 are also entitled to be reimbursed for moving expenses, as defined in the Maryland
18 Cooperative Housing Corporation Act, over \$375 up to \$750 which are actually and
19 reasonably incurred. If the annual income for all present members of your
20 household did exceed (the income eligibility figure for the appropriate
21 area which equals approximately 80 percent of the median income for your county
22 or standard metropolitan area) for 20__, you are entitled to be reimbursed up to
23 \$750 for moving expenses, as defined in the Maryland Cooperative Housing
24 Corporation Act, actually and reasonably incurred. To receive reimbursement for
25 moving expenses, you must make a written request, accompanied by reasonable
26 evidence of your expenses, within 30 days after you move. You are entitled to be
27 reimbursed within 30 days after your request has been received.

28 (4) If you want to move out of your residence before the end of the
29 180-day period or the end of your lease, you may cancel your lease without penalty
30 by giving at least 30 days' prior written notice. However, once you give notice of
31 when you intend to move, you will not have the right to remain in your residence
32 beyond that date.

33 Section 2

34 Right to 3-Year Lease Extension or 3-Month Rent Payment for Certain 35 Handicapped Citizens and Senior Citizens

36 The developer who converts this residential rental facility to a cooperative
37 housing corporation must offer extended leases to qualified households for up to
38 20 percent of the units in the residential rental facility. Households which receive
39 extended leases will have the right to continue renting their residences for at least
40 3 years from the date of this notice. A household may cancel an extended lease by
41 giving 3 months' written notice if more than 1 year remains on the lease, and 1

month's written notice if 1 year or less remains on the lease.

Rents under these extended leases may be increased only once each year and are limited by increases in the cost of living index. Read the enclosed lease to learn the additional rights and responsibilities of [tenants] **RESIDENTS** under extended leases.

In determining whether your household qualifies for an extended lease, the following definitions apply:

(1) "Handicapped citizen" means a person with a measurable limitation of mobility due to congenital defect, disease, or trauma.

(2) "Senior citizen" means a person who is at least 62 years old on the date of this notice.

(3) "Annual income" means the total income from all sources for all present members of your household for the income tax year immediately preceding the year in which this notice is issued, whether or not included in the definition of gross income for federal or State tax purposes. For purposes of this section, the inclusions to and exclusions from annual income are the same as for "gross income" as that term is defined in § 9-104(a)(8) of the Tax – Property Article for the property tax credits for homeowners by reason of income and age, reduced by unreimbursed medical expenses if the [tenant] **RESIDENT** provides reasonable evidence of the unreimbursed medical expenses or consents in writing to authorize disclosure of relevant information regarding medical expense reimbursement at the time of applying for an extended lease. Total income means the same as "gross income" as defined in § 9-104(a)(8) of the Tax – Property Article.

To qualify for an extended lease you must meet all of the following criteria:

(1) A member of the household must be a handicapped citizen or a senior citizen and must be living in your unit as of the date of this notice and must have been a member of your household for at least the 12 months immediately preceding the date of this notice;

(2) Annual income for all present members of your household must not have exceeded (80 percent of applicable median income) for 20__; and

(3) You must be current in your rental payment and otherwise be in good standing under your existing lease.

If you meet all of these qualifications and you desire an extended lease, then you must complete the enclosed form and execute the enclosed lease and return the completed form and executed lease to the office listed below within 60 days after the date of this notice, or in other words, by (date). If your completed form and executed lease are not received within that time, you will not be entitled

1 to an extended lease.

2 If the number of qualified households requesting extended leases exceeds
3 the 20 percent limitation, the extended leases shall be allocated as determined by
4 the local governing body. If the local governing body fails to provide for allocation,
5 units shall be allocated by the developer based on seniority by continuous length
6 of residence.

7 Due to the 20 percent limitation your application for an extended lease must
8 be processed before your lease becomes effective. Your lease will become effective
9 if it is determined that your household is qualified and falls within the 20 percent
10 limitation.

11 If you return the enclosed form and lease by(date), you will be notified
12 within 75 days after the date of this notice, or in other words, by(date),
13 whether you are qualified and whether your household falls within the 20 percent
14 limitation.

15 You may apply for an extended lease and, at the same time, choose to
16 purchase a cooperative interest. If you apply for and receive an extended lease,
17 your contract will be void. If you do not receive an extended lease, your contract
18 will be effective and you will be obligated to purchase a cooperative interest.

19 If you qualify for an extended lease, but due to the 20 percent limitation,
20 your lease is not effective, the developer must pay you an amount equal to 3
21 months' rent within 15 days after you move. You are also entitled to up to \$750
22 reimbursement for your moving expenses, as described in Section 1.

23 If you qualify for an extended lease, but do not want one, you are also
24 entitled to both the moving expense reimbursement previously described and the
25 payment equal to 3 months' rent. In order to receive the 3 months' rent payment,
26 you must complete and return the enclosed form within 60 days after the date of
27 this notice or by (date), but you should not execute the enclosed lease.

28 All applications, forms, executed leases, and moving expense requests
29 should be addressed or delivered to:

30
31
32”

33 (g) The failure of a [landlord] **RESIDENTIAL HOUSING PROVIDER** or owner to
34 give notice as required by this section is a defense to an action for possession.

35 (h) This section does not apply to a [tenant] **RESIDENT** whose lease term expires
36 during the 180-day period and who has given written notice of intent not to renew the lease
37 before the notice required by subsection (a) of this section is given.

(i) A [tenant] **RESIDENT** may not waive the rights under this section except as otherwise provided under this subtitle.

(j) At the expiration of the 180-day period a [tenant] **RESIDENT** shall become a [tenant] **RESIDENT** from month-to-month subject to the same rent, terms, and conditions as those existing at the giving of the notice required by subsection (a) of this section, if the [tenant's] **RESIDENT'S** initial lease has expired and the [tenant] **RESIDENT** has not:

(1) Entered into a new lease;

(2) Vacated under subsection (e) of this section; or

(3) Been notified in accordance with applicable law prior to the expiration of the 180-day period that the [tenant] **RESIDENT** must vacate at the end of that period.

5-6B-06.

(a) (1) An owner required to give notice under § 5-6B-05 of this subtitle shall offer in writing to each [tenant] **RESIDENT** entitled to receive that notice the right to purchase the cooperative interest which is coupled with the proprietary lease for that portion of the residential rental facility occupied by the [tenant] **RESIDENT** as the [tenant's] **RESIDENT'S** residence. The offer shall be at a price and on terms and conditions at least as favorable as the price, terms, and conditions offered for the cooperative interest which is coupled with the proprietary lease for that portion of the residential rental facility to any other person during the 180-day period following the giving of the notice required by § 5-6B-05 of this subtitle. Settlement cannot be required any earlier than 120 days after the offer is accepted by the [tenant] **RESIDENT**.

(2) (i) The cooperative housing corporation shall adopt uniform objective standards concerning financial responsibility which shall apply to all [tenants] **RESIDENTS** and initial purchasers.

(ii) The [tenant's] **RESIDENT'S** acceptance of the owner's offer is conditioned on the [tenant] **RESIDENT** meeting the financial standards established by the cooperative housing corporation under subparagraph (i) of this paragraph.

(3) The offer to each [tenant] **RESIDENT** shall be made concurrently with the giving of the notice required by § 5-6B-05 of this subtitle, shall be a part of that notice, and shall state that:

(i) The offer will terminate upon the earlier to occur of termination of the lease by the [tenant] **RESIDENT** or 60 days after delivery;

(ii) Acceptance of the offer by a [tenant] **RESIDENT** who meets the criteria for an extended lease under § 5-6B-07(b) of this subtitle is contingent upon the

1 [tenant] **RESIDENT** not receiving an extended lease;

2 (iii) Settlement cannot be required earlier than 120 days after
3 acceptance by the [tenant] **RESIDENT**; and

4 (iv) The household is entitled to reimbursement for moving expenses
5 as provided in subsection (h) of this section.

6 (4) Delivery of a notice in the form specified in § 5–6B–05(f) of this subtitle
7 meets the requirements of subsection (a) of this section.

8 (b) (1) Notwithstanding the provisions of subsection (a) of this section, an
9 owner may make alterations or additions to the size, location, configuration, and physical
10 condition of the residential rental facility. The developer is not required to make the
11 boundaries of a portion of the residential rental facility occupied by a [tenant] **RESIDENT**
12 as the [tenant's] **RESIDENT'S** residence coincide with the boundaries of a proposed unit.

13 (2) If the boundaries of a portion of the residential rental facility occupied
14 by a [tenant] **RESIDENT** as the [tenant's] **RESIDENT'S** residence do not coincide with the
15 boundaries of a proposed unit, then, to the extent reasonable and practicable, the owner
16 shall offer in writing to that [tenant] **RESIDENT** the right to purchase a substantially
17 equivalent cooperative interest. The offer shall be at a price and on terms and conditions
18 at least as favorable as the price, terms, and conditions offered for the cooperative interest
19 which is coupled with the proprietary lease for that portion of the residential rental facility
20 to any other person and shall contain the statements required by paragraph (2) of
21 subsection (a) of this section.

22 (c) Unless written acceptance of an offer made under subsection (a) or (b) of this
23 section is first delivered to the owner by the [tenant] **RESIDENT**, the offer shall terminate,
24 without further act, upon the earlier to occur of:

25 (1) Termination of the lease by the [tenant] **RESIDENT**; or

26 (2) 60 days after the offer is delivered to the [tenant] **RESIDENT**.

27 (d) Acceptance of an offer by a [tenant] **RESIDENT** who meets the criteria for an
28 extended lease under § 5–6B–07 of this subtitle shall be contingent upon the [tenant]
29 **RESIDENT** not receiving an extended lease.

30 (e) (1) Except as provided in paragraph (2) of this subsection, if the offer
31 terminates, the owner may not offer to sell that cooperative interest at a price or on terms
32 and conditions more favorable to the offeree than the price, terms, and conditions offered
33 to the [tenant] **RESIDENT** during the 180-day period following the giving of the notice
34 required by § 5–6B–05 of this subtitle.

35 (2) The owner may reoffer to sell that cooperative interest to the [tenant]

1 **RESIDENT** on terms and conditions more favorable to the offeree, and if the owner does so,
2 the offer shall supersede the first offer.

3 (f) Within 75 days after the giving of the notice required by § 5–6B–05 of this
4 subtitle, the developer shall provide to any county, incorporated municipality, or housing
5 agency which has a right to purchase cooperative interests in the residential rental facility
6 under § 5–6B–09 of this subtitle a list of the names and units of all [tenants] **RESIDENTS**
7 who have validly accepted offers made under this section within 60 days of the giving of the
8 notice required by § 5–6B–05 of this subtitle, except those offers which have terminated
9 because of the granting of an extended lease under § 5–6B–07 of this subtitle.

10 5–6B–07.

11 (a) (1) In this section the following words have the meanings indicated.

12 (2) “Annual income” means the total income, from all sources, of a
13 designated household, for the income tax year immediately preceding the year in which the
14 notice is given under § 5–6B–05 of this subtitle, whether or not included in the definition
15 of gross income for federal or State tax purposes. For purposes of this section, the inclusions
16 and exclusions from annual income are the same as those listed in § 9–104(a)(8) of the Tax
17 – Property Article for “gross income” as that term is defined for the property tax credits for
18 homeowners by reason of income and age, reduced by unreimbursed medical expenses if
19 the [tenant] **RESIDENT** provides reasonable evidence of the unreimbursed medical
20 expenses or consents in writing to authorize disclosure of relevant information regarding
21 medical expense reimbursement at the time of applying for an extended lease.

22 (b) A developer may not sell a cooperative interest with respect to a unit in a
23 residential rental facility occupied by a member of a designated household entitled to
24 receive the notice required by § 5–6B–05 of this subtitle without offering to the [tenant]
25 **RESIDENT** of the unit a lease extension for a period of at least 3 years from the giving of
26 the notice required by § 5–6B–05 of this subtitle, if the household meets the following
27 criteria:

28 (1) Had an annual income which did not exceed the income eligibility figure
29 applicable for the county or standard metropolitan statistical area in which the residential
30 rental facility is located, as provided under subsection (n) of this section;

31 (2) Is current in its rent payment and has not violated any other material
32 terms of the lease;

33 (3) Has provided the developer within 60 days after the giving of the notice
34 required by § 5–6B–05 of this subtitle with an affidavit under penalty of perjury, with a
35 statement:

36 (i) Asserting that the household is applying for an extended lease
37 under this section;

(ii) Setting forth the household's annual income for the calendar year preceding the giving of the notice required by § 5-6B-05 of this subtitle, together with reasonable supporting documentation of the household income and, where applicable, of unreimbursed medical expenses or a written authorization for disclosure of relevant information regarding medical expense reimbursement by doctors, hospitals, clinics, insurance companies, or similar persons, entities, or organizations that provide medical treatment coverage to the household; and

(iii) Setting forth facts showing that a member of the household is either a handicapped citizen or a senior citizen who, in either event, has been a member of the household for at least the 12 months immediately preceding the giving of the notice required by § 5-6B-05 of this subtitle; and

(4) Has executed an extended lease and returned it to the developer within 60 days after the giving of the notice required by § 5-6B-05 of this subtitle.

(c) The developer shall deliver to each [tenant] **RESIDENT** entitled to receive the notice required by § 5-6B-05 of this subtitle, simultaneously with the notice:

(1) An application on which may be included all of the information required by paragraph (3) of subsection (b) of this section;

(2) A lease containing the terms required by this section and clearly indicating that the lease will be effective, but only if:

(i) The [tenant] **RESIDENT** executes and returns the lease not later than 60 days after the giving of the notice required by § 5-6B-05 of this subtitle; and

(ii) The household is allocated one of the units required to be made available to qualified households based on its ranking under subsection (k) of this section and the number of [tenants] **RESIDENTS** executing and returning leases;

(3) A copy of the public offering statement; and

(4) A notice setting forth the rights and obligations of the [tenant] **RESIDENT** under this section. Delivery of a notice in the form specified in § 5-6B-05(f) of this subtitle meets the requirements of this subsection.

(l) (1) If a conversion involves substantial rehabilitation or reconstruction of such a nature that the work involved does not permit the continued occupancy of a unit because of danger to the health and safety of the [tenants] **RESIDENTS**, any designated household executing an extended lease under the provisions of this section shall be required to vacate the unit not earlier than the expiration of the 180-day period and to relocate at the expense of the developer in a comparable unit in the residential rental facility to permit the work to be performed.

1 5-6B-08.

2 (c) The provisions of any local law or ordinance adopted under this section shall
3 not apply to the following transfers of a residential rental facility:

4 (4) A transfer of the interest of one [co-tenant] **CO-RESIDENT** to another
5 [co-tenant] **CO-RESIDENT** by operation of law or otherwise;

6 5-6B-09.

7 (a) (1) **(I)** A county or an incorporated municipality may provide by local
8 law or ordinance, that the cooperative interest with respect to a unit in a residential rental
9 facility occupied by a [tenant] **RESIDENT** entitled to receive the notice required by §
10 5-6B-05 of this subtitle may not be transferred unless the county, incorporated
11 municipality, or housing agency has first been offered in writing the right to purchase the
12 cooperative interest at the same price and on the same terms and conditions initially offered
13 to any other person.

14 **(II)** The local law or ordinance shall designate the title and mailing
15 address of the person to whom the offer to the county, incorporated municipality, or housing
16 agency is to be delivered and the title of the person who may accept the offer on behalf of
17 the county, incorporated municipality, or housing agency.

18 (2) **(I)** The local law or ordinance shall provide that the offer to the
19 county, incorporated municipality, or housing agency shall be made at the same time an
20 offer is made to a [tenant] **RESIDENT** of the unit under § 5-6B-06 of this subtitle.

21 **(II)** If a [tenant] **RESIDENT** accepts an offer of a unit made under §
22 5-6B-06 of this subtitle, then the rights of the county, incorporated municipality, or
23 housing agency to such unit under an offer made under this section, whether or not
24 accepted, shall terminate.

25 5-6B-10.

26 (a) **(1)** The intent of the General Assembly of Maryland is to facilitate the
27 orderly development of cooperative housing corporations in Maryland.

28 **(2)** The General Assembly recognizes, however, that the conversion of
29 residential rental facilities to cooperative housing corporations or condominiums can have
30 an adverse impact on the availability of rental units, resulting in the displacement of
31 [tenants] **RESIDENTS**.

32 (b) **(1)** A county or incorporated municipality may, by legislative finding,
33 recognize and declare that a rental housing emergency exists in all or a part of its
34 jurisdiction and has been caused by the conversion of residential rental facilities.

(2) Any legislative finding shall exist for one year, subject to any extensions for periods of one year at a time.

(3) The jurisdiction shall consider and make findings as to:

[(1)] (I) The nature and incidence of conversions of residential rental facilities;

[(2)] (II) The resulting hardship to and displacement of [tenants] RESIDENTS; and

[(3)] (III) The scarcity of rental housing.

5-6B-33.

(d) (1) Except as provided in paragraph (2) of this subsection, the notice required by § 5-6B-05 of this subtitle shall be given to any [tenant] RESIDENT in possession of any portion of a residential rental facility on or after January 1, 1987.

(2) The requirements of paragraph (1) of this subsection do not apply to nonresidential [tenants] RESIDENTS.

Article – Environment

6-801.

(a) In this subtitle the following words have the meanings indicated.

(c) “Change in occupancy” means a change of [tenant] RESIDENT in an affected property in which the property is vacated and possession is either surrendered to the owner or abandoned.

6-815.

(a) No later than the first change in occupancy in an affected property that occurs on or after February 24, 1996, before the next [tenant] RESIDENT occupies the property, an owner of an affected property shall initially satisfy the risk reduction standard established under this subtitle by passing the test for lead-contaminated dust under § 6-816 of this subtitle provided that any chipping, peeling, or flaking paint has been removed or repainted on:

(1) The exterior painted surfaces of the residential building in which the rental dwelling unit is located; and

(2) The interior painted surfaces of the rental dwelling unit.

(b) At each change in occupancy thereafter, before the next [tenant] **RESIDENT** occupies the property, the owner of an affected property shall satisfy the risk reduction standard established under this subtitle by passing the test for lead-contaminated dust under § 6-816 of this subtitle in accordance with subsection (a) of this section.

6-818.

(a) (1) Any person performing lead-contaminated dust testing or conducting inspections required by this subtitle:

(i) Shall be accredited by the Department;

(ii) May not be a related party to the owner; and

(iii) Shall submit a verified report of the result of the lead-contaminated dust testing or visual inspection to the Department, the owner, and the [tenant] **RESIDENT**, if any, of the affected property.

(2) An owner may not employ or engage a related party to the owner to perform lead-contaminated dust testing or conduct inspections required by this subtitle.

6-819.

(b) (1) A [tenant] **RESIDENT** of an affected property may notify the owner of the affected property of a defect in the affected property under this section in accordance with this subsection.

(c) (1) After February 23, 1996, an owner of an affected property shall satisfy the modified risk reduction standard:

(ii) Within 30 days after receipt of written notice from the [tenant] **RESIDENT**, or from any other source, of:

1. A defect; and

2. The existence of a person at risk in the affected property.

(d) After May 23, 1997, an owner of an affected property shall satisfy the modified risk reduction standard within 30 days after receipt of written notice from the [tenant] **RESIDENT**, or from any other source, of a defect.

(e) An owner of an affected property is in compliance with subsection (c) or (d) of this section if, as applicable:

(1) The owner satisfies the modified risk reduction within 30 days after receiving a notice of elevated blood lead level or a notice of defect in accordance with this

1 section; or

2 (2) The owner provides for the temporary relocation of [tenants]
3 **RESIDENTS** to a lead-free dwelling unit or another dwelling unit that has satisfied the risk
4 reduction standard in accordance with § 6-815 of this subtitle within 30 days after the
5 receipt of a notice of elevated blood lead level or a notice of defect.

6 6-820.

7 (a) Except as provided in subsection (b) of this section, an owner of an affected
8 property shall give to the [tenant] **RESIDENT** of the affected property a notice, prepared by
9 the Department, of the [tenant's] **RESIDENT'S** rights under §§ 6-817 and 6-819 of this
10 subtitle, according to the following schedule:

11 (1) At least 25% of the owner's affected properties by May 25, 1996;

12 (2) At least 50% of the owner's affected properties by August 25, 1996;

13 (3) At least 75% of the owner's affected properties by November 25, 1996;
14 and

15 (4) 100% of the owner's affected properties by February 25, 1997.

16 (b) On or after February 24, 1996, an owner of an affected property shall give to
17 the [tenant] **RESIDENT** of the affected property a notice, prepared by the Department, of
18 the [tenant's] **RESIDENT'S** rights under §§ 6-817 and 6-819 of this subtitle upon the
19 execution of a lease or the inception of a tenancy.

20 (c) An owner of an affected property shall give to the [tenant] **RESIDENT** of the
21 affected property a notice, prepared by the Department, of the [tenant's] **RESIDENT'S**
22 rights under §§ 6-817 and 6-819 of this subtitle at least every 2 years after last giving the
23 notice to the [tenant] **RESIDENT**.

24 (d) The owner shall include, with the notice of the [tenant's] **RESIDENT'S** rights
25 that is provided to a [tenant] **RESIDENT** under this section upon the execution of a lease
26 or the inception of a tenancy, a copy of the current verified inspection certificate for the
27 affected property prepared under § 6-818 of this subtitle.

28 (e) (1) Notice given under this section shall be written, and shall be sent by:

29 (i) Certified mail, return receipt requested; or

30 (ii) A verifiable method approved by the Department.

31 (2) When giving notice to a [tenant] **RESIDENT** under this section, the
32 owner shall provide documentation of the notice to the Department in a manner acceptable

to the Department.

(3) A notice required to be given to a [tenant] **RESIDENT** under this section shall be sent to a party or parties identified as the lessee in a written lease in effect for an affected property or, if there is no written lease, the party or parties to whom the property was rented.

(f) A person who has acquired, or will acquire, an affected property shall give the notice required under this section to the [tenant] **RESIDENT** of the affected property:

(1) Before transfer of legal title; or

(2) Within 15 days following transfer of legal title.

6–821.

(a) (2) A [tenant] **RESIDENT** shall allow access to an affected property, at reasonable times, to the owner to perform any work required under this subtitle.

(3) If a [tenant] **RESIDENT** must vacate an affected property for a period of 24 hours or more in order to allow an owner to perform work that will disturb the paint on interior surfaces, the owner shall pay the reasonable expenses that the [tenant] **RESIDENT** incurs directly related to the required relocation.

(b) (1) If an owner has made all reasonable efforts to cause the [tenant] **RESIDENT** to temporarily vacate an affected property in order to perform work that will disturb the paint on interior surfaces, and the [tenant] **RESIDENT** refuses to vacate the affected property, the owner may not be liable for any damages arising from the [tenant's] **RESIDENT'S** refusal to vacate.

(2) If an owner has made all reasonable efforts to gain access to an affected property in order to perform any work required under this subtitle, and the [tenant] **RESIDENT** refuses to allow access, even after receiving reasonable advance notice of the need for access, the owner may not be liable for any damages arising from the [tenant's] **RESIDENT'S** refusal to allow access.

6–823.

(a) By May 23, 1996, an owner of an affected property shall give to the [tenant] **RESIDENT** of each of the owner's affected properties a lead poisoning information packet prepared or designated by the Department.

(b) On or after February 24, 1996, upon the execution of a lease or the inception of a tenancy for an affected property, the owner of the affected property shall give to the [tenant] **RESIDENT** a lead poisoning information packet prepared or designated by the

1 Department.

2 (c) An owner of an affected property shall give to the [tenant] **RESIDENT** of the
3 affected property another copy of the lead poisoning information packet prepared or
4 designated by the Department at least every 2 years after last giving the information
5 packet to the [tenant] **RESIDENT**.

6 (d) A packet given to a [tenant] **RESIDENT** under this section shall be sent by:

7 (1) Certified mail, return receipt requested; or

8 (2) A verifiable method approved by the Department.

9 (e) The packet required to be given to a [tenant] **RESIDENT** under this section
10 shall be sent to a party or parties identified as the lessee in a written lease in effect for an
11 affected property or, if there is no written lease, the party or parties to whom the property
12 was rented.

13 (f) A person who has acquired, or will acquire, an affected property shall give the
14 packet required under this section to the [tenant] **RESIDENT** of the affected property:

15 (1) Before transfer of legal title; or

16 (2) Within 15 days following transfer of legal title.

17 6–828.

18 (a) This section applies to an owner of an affected property who has, with respect
19 to the affected property, complied with the applicable requirements of §§ 6–811, 6–812,
20 6–815, 6–817, and 6–819 of this subtitle, and has sent to the [tenant] **RESIDENT** the notices
21 required by §§ 6–820 and 6–823 of this subtitle.

22 6–836.

23 An owner of an affected property is not liable, for alleged injury or loss caused by
24 ingestion of lead by a person at risk in the affected property, to a person at risk or a parent,
25 legal guardian, or other person authorized under § 6–833 of this subtitle to respond on
26 behalf of a person at risk who rejects a qualified offer made by the owner or the owner's
27 insurer or agent if, during the period of the alleged ingestion of lead by the person at risk,
28 and with respect to the affected property in which the exposure allegedly occurred, the
29 owner:

30 (1) Has given to the [tenant] **RESIDENT** the notices required by §§ 6–820
31 and 6–823 of this subtitle; and

32 (2) Was in compliance with:

(i) The registration provisions of Part III of this subtitle; and

(ii) The applicable risk reduction standard and response standard under § 6–815 or § 6–819 of this subtitle, and the risk reduction schedule under § 6–817 of this subtitle.

Article – Health – General

19–1401.1.

(a) (1) In addition to the requirements for licensure of a related institution as provided in this title, an applicant for licensure of a nursing home shall include in the application the identity of:

(i) Any person with an ownership interest in the nursing home; and

(ii) Any management company, [landlord] **RESIDENTIAL HOUSING PROVIDER**, or other business entity that will operate or contract with the applicant to manage the nursing home.

Article – Housing and Community Development

4–1208.

(f) For rental housing financed from the Fund and owned or managed by a housing authority, this subtitle supersedes:

(1) §§ 12–401, 12–402, and 12–405 of this article; and

(2) all other restrictions on [tenant] **RESIDENT** income under Division II of this article.

7–101.

(a) In this title the following words have the meanings indicated.

(i) (2) “Project–based § 8 rental assistance” does not include rental assistance made directly to a [tenant] **RESIDENT** under existing certificate or voucher programs.

(l) “[Tenant] **RESIDENT** protection assistance” means payments to, and extensions of leases for, the occupant or former occupant of an assisted unit in connection with a protected action as required under § 7–212 of this title.

7–106.

1 This title does not reduce any obligation or right of a [tenant] **RESIDENT**, political
2 subdivision, or owner under Title 11 of the Real Property Article.

3 7-201.

4 (b) The owner shall give the notice of intent to:

5 (3) each [tenant] **RESIDENT** association that represents a rental unit in
6 the assisted project, if the [tenant] **RESIDENT** association has given the owner the title and
7 mailing address of a representative to receive the notice of intent;

8 7-202.

9 (a) A notice of intent, other than one sent to an assisted household, shall:

10 (4) give the information about the assisted project from the most recent
11 [tenant] **RESIDENT** recertification documents required by the United States Department
12 of Housing and Urban Development, the United States Department of Agriculture, or the
13 Department of Housing and Community Development on:

14 (i) the number of assisted households;

15 (ii) the number of assisted units by number of bedrooms;

16 (iii) the distribution of assisted households by race, gender, income,
17 and family size;

18 (iv) the number of households with elderly individuals or individuals
19 with disabilities; and

20 (v) the number of households with minors;

21 (b) A notice of intent sent to an assisted household shall contain:

22 (5) the name, address, and phone number of the owner's agent to whom the
23 assisted household may apply for [tenant] **RESIDENT** protection assistance under this title;
24 and

25 7-203.

26 (a) An owner may not take a protected action unless the owner has provided all
27 [tenant] **RESIDENT** protection assistance required by this title.

28 7-210.

29 (b) In any rental housing project purchased under a right of first purchase under

1 this subtitle and owned or managed by a housing authority authorized under Division II of
2 this article, this subtitle supersedes:

3 (2) all otherwise applicable restrictions on [tenant] **RESIDENT** income
4 under Division II of this article.

5 7–212.

6 (a) An owner that gives notice of intent shall provide [tenant] **RESIDENT**
7 protection assistance under subsection (b) of this section unless:

8 (1) the owner has offered the right of first purchase in accordance with this
9 subtitle; and

10 (2) the assisted project is purchased by a party listed in § 7–204(a) of this
11 subtitle in conjunction with a protected action.

12 (b) [Tenant] **RESIDENT** protection assistance consists of:

13 (1) paying each assisted household \$475 on or before the day that the
14 assisted household vacates the unit;

15 (2) reimbursing each assisted household for relocation expenses exceeding
16 \$475 and up to \$950, actually and reasonably incurred; and

17 (3) offering each assisted household that is current in its rent and has not
18 violated any other material term of its lease, a lease extension for at least 1 year from the
19 giving of the notice of intent.

20 7–301.

21 In connection with a protected action, each [tenant] **RESIDENT** shall cooperate with
22 the owner in providing information necessary to certify eligibility for housing subsidy
23 payments and in executing all necessary documents.

24 7–302.

25 (a) A [tenant] **RESIDENT** may not:

26 (1) waive or assign the [tenant's] **RESIDENT'S** rights under this title; or

27 (2) receive consideration to relinquish rights under this title.

28 7–303.

29 If a new [tenant] **RESIDENT** moves into an assisted unit after a notice of intent is

1 given, the owner shall give the new [tenant] **RESIDENT** written notice that:

2 (1) sets forth any rent increase that the owner plans after the protected
3 action; and

4 (2) states that the new [tenant] **RESIDENT** will not be entitled to [tenant]
5 **RESIDENT** protection assistance.

6 7–304.

7 Before taking a protected action, an owner may not terminate without cause the
8 leasehold interest of a [tenant] **RESIDENT** occupying an assisted unit to avoid the owner's
9 obligations under this title.

10 7–305.

11 (a) In this section, “excess rent” means rent that exceeds the rent payable by a
12 [tenant] **RESIDENT** under the [tenant's] **RESIDENT'S** lease as of the date of the notice of
13 intent, adjusted as allowed under § 7–212(c) of this title.

14 7–306.

15 (a) In connection with a protected action, an owner:

16 (1) may not terminate or alter the terms and conditions of a lease entered
17 into before the effective date of the protected action;

18 (2) may not interfere with the efforts of individual [tenants] **RESIDENTS**
19 to obtain housing subsidies or other public assistance;

20 (3) may not discriminate based on source of income or receipt of a housing
21 subsidy;

22 (4) may not interfere with the rights of a [tenant] **RESIDENT** to occupy an
23 assisted unit under an existing lease or applicable federal, State, or local law; and

24 (5) shall cooperate with a [tenant] **RESIDENT** to execute all necessary
25 documents to enable the payment of housing subsidies to or for the [tenant] **RESIDENT**.

26 (b) If the owner has interfered with a [tenant's] **RESIDENT'S** application for a
27 housing subsidy or other public assistance, the nonpayment of any amount of rent for an
28 assisted unit in excess of 30% of the [tenant's] **RESIDENT'S** income is not grounds for the
29 owner to terminate the lease or sue for possession of the leased property.

30 7–403.

A violation of this title is within the scope of the enforcement duties and powers of the Division of Consumer Protection of the Office of the Attorney General under Title 13 of the Commercial Law Article, if the violation results in:

(1) displacement of a [tenant] **RESIDENT** or former [tenant] **RESIDENT** from an assisted unit;

(2) increased rents for a [tenant] **RESIDENT** or former [tenant] **RESIDENT** of an assisted unit; or

(3) another violation of the rights of a [tenant] **RESIDENT** or former [tenant] **RESIDENT** of an assisted unit.

12–303.

(d) This subtitle does not bar a [tenant] **RESIDENT** of a housing project or of property included or planned to be included in a housing project from being a commissioner of an authority.

12–402.

Except for rental units that may be occupied by others under § 12–503(a)(4) of this title, an authority:

(3) shall prohibit subletting by [tenants] **RESIDENTS**.

13–104.

(a) (2) Of the seven Commissioners:

(i) one shall be a [tenant] **RESIDENT** of an Annapolis Authority property other than an Annapolis Authority property for seniors; and

(ii) one shall be a [tenant] **RESIDENT** of an Annapolis Authority property for seniors.

Article – Human Services

5–603.

(a) (1) In this section the following words have the meanings indicated.

(2) “Delinquent [tenant] **RESIDENT**” means a [tenant] **RESIDENT** of public housing who is 30 or more days delinquent in paying the [tenant’s] **RESIDENT’S** full monthly rent to a public housing authority.

(3) “Public housing” means a dwelling unit owned, leased, or managed by a public housing authority.

(4) “Public housing authority” means a public corporation created under Division II of the Housing and Community Development Article or the public corporation’s designee.

(b) If a recipient of temporary cash assistance is a delinquent [tenant] **RESIDENT**, the Administration, at the request of the public housing authority, shall:

(1) deduct the amount of the [tenant’s] **RESIDENT’S** rent from the [tenant’s] **RESIDENT’S** monthly assistance payments each month;

(2) pay the amount deducted from the [tenant’s] **RESIDENT’S** monthly assistance payments to the public housing authority or the public housing authority’s authorized agent; and

(3) forward the remaining amount of the monthly assistance payments to the [tenant] **RESIDENT**.

(c) (1) If a court establishes an escrow account under § 8–211 of the Real Property Article or a parallel provision of public local law for a tenancy covered under subsection (b) of this section, the public housing authority shall notify the Administration of the court action.

(2) On notice under paragraph (1) of this subsection or on certification by an attorney of record representing the delinquent [tenant] **RESIDENT** in the court action that an order has been issued to establish an escrow account, the Administration shall pay rent to the court as long as the order is in effect.

(3) Any notice under paragraphs (1) and (2) of this subsection shall include a list of all addresses covered by the court action.

(4) The public housing authority shall notify the Administration when the court action has been resolved.

Article – Public Safety

9–104.

(d) (1) Subject to paragraph (2) of this subsection, smoke alarm placement in a one- or two-family dwelling shall be upgraded to comply with paragraph (3) of this subsection in existing residential occupancies when any one of the following occurs:

(iii) there is a change of [tenant] **RESIDENT** in a residential unit and the residential unit has not previously been equipped in accordance with this subtitle with

sealed long-life battery smoke alarms with silence/hush button features within the 10 years preceding the change of [tenant] **RESIDENT**; or

9–105.

(b) (1) On written request on behalf of a [tenant] **RESIDENT** who is deaf or hard of hearing, a sleeping room occupied by a deaf or hard of hearing individual shall be provided with an approved notification appliance designed to alert deaf or hard of hearing individuals.

(2) The [landlord] **RESIDENTIAL HOUSING PROVIDER** shall provide a notification appliance that, when activated, provides a signal that is sufficient to warn the deaf or hard of hearing [tenant] **RESIDENT** in those sleeping rooms.

(f) A [landlord] **RESIDENTIAL HOUSING PROVIDER** may require reimbursement from a [tenant] **RESIDENT** for the cost of a smoke alarm required under this section.

9–106.

(c) The [landlord] **RESIDENTIAL HOUSING PROVIDER** or property owner is responsible for the installation, repair, maintenance, and replacement of smoke alarms required by this subtitle.

(e) (1) Testing of smoke alarms is the responsibility of the occupant of the residential unit.

(2) (i) A [tenant] **RESIDENT** shall notify the [landlord] **RESIDENTIAL HOUSING PROVIDER** in writing of the failure or malfunction of a required smoke alarm.

(ii) The written notification required under subparagraph (i) of this paragraph shall be delivered by certified mail, return receipt requested to the [landlord] **RESIDENTIAL HOUSING PROVIDER**, or by hand delivery to the [landlord] **RESIDENTIAL HOUSING PROVIDER** or the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** agent, at the address used for the payment of rent.

(iii) If the delivery of the notification is made by hand as described in subparagraph (ii) of this paragraph, the [landlord] **RESIDENTIAL HOUSING PROVIDER** or the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** agent shall provide to the [tenant] **RESIDENT** a written receipt for the delivery.

(iv) The [landlord] **RESIDENTIAL HOUSING PROVIDER** shall provide written acknowledgment of the notification and shall repair or replace the smoke alarm within 5 calendar days after the notification.

9–108.

(a) If the State Fire Marshal or other designated authority with jurisdiction finds the absence of operating, required smoke detectors, the State Fire Marshal or other authority shall issue a smoke alarm installation order to the responsible [landlord] **RESIDENTIAL HOUSING PROVIDER**, owner, or occupant.

12-202.

(j) (2) Subject to paragraph (3) of this subsection, an occupant, a dependent of an occupant, or a prospective [tenant] **RESIDENT** who otherwise meets the requirements for tenancy may commence a civil action in the District Court or circuit court to obtain relief for a violation of the Maryland Accessibility Code with regard to a building of four or more dwelling units that:

(i) is subject to the Maryland Accessibility Code; but

(ii) is not a historic property.

(3) At least 30 days before filing a complaint under this subsection, an occupant, a dependent of an occupant, or a prospective [tenant] **RESIDENT** who otherwise meets the requirements for tenancy shall provide written notice to the property manager, [landlord] **RESIDENTIAL HOUSING PROVIDER**, or rental agent that:

(i) states that the occupant, dependent of an occupant, or prospective [tenant] **RESIDENT** who otherwise meets the requirements for tenancy needs accessibility;

(ii) identifies the location of the multifamily building that is alleged to be noncompliant; and

(iii) states that the owner of the multifamily building has 30 days from the date of the notice to make arrangements to bring the multifamily building into compliance.

12-203.

(g) (1) On application of the property owner, a political subdivision may waive the applicability of the Minimum Livability Code to a unit of rental housing if:

(i) each [tenant] **RESIDENT** of the unit is given adequate notice in the form and manner specified by the political subdivision;

(ii) each [tenant] **RESIDENT** is given an opportunity to comment on the application in writing or in person; and

(iii) the waiver would not threaten the health or safety of any

1 [tenant] **RESIDENT**.

2 (2) A political subdivision may waive applicability of the Minimum
3 Livability Code if the waiver is granted on the basis of the religious practices of the [tenant]
4 **RESIDENT** of a unit of rental housing.

5 14–212.

6 (b) (2) The court need not stay the action if the court finds that the ability of a
7 [tenant] **RESIDENT** to pay the agreed rent was not materially affected because the [tenant]
8 **RESIDENT** was a person in emergency management service or person suffering injury or
9 damage.

10 Article – Public Utilities

11 7–303.

12 (h) (1) A complaint by an occupant of a dwelling unit or commercial rental unit
13 against an owner, operator, or manager of an apartment house, office building, or shopping
14 center under this section may be filed in the county or municipal corporation where the
15 apartment house, office building, or shopping center is located.

16 (2) A complaint filed under paragraph (1) of this subsection may be
17 handled by:

18 (i) the [landlord–tenant] **RESIDENTIAL HOUSING**
19 **PROVIDER–RESIDENT** commission, if one exists, of the county or municipal corporation;

20 (ii) the consumer protection agency, if one exists, of the county or
21 municipal corporation if there is not a [landlord–tenant] **RESIDENTIAL HOUSING**
22 **PROVIDER–RESIDENT** commission in the county or municipal corporation;

23 (iii) the Consumer Protection Division of the Office of the Attorney
24 General, if there is not a consumer protection agency in the county or municipal
25 corporation; or

26 (iv) any other State or local government unit or office designated to
27 handle [tenants'] **RESIDENTS'** complaints.

28 (i) This section does not affect the right of an owner, operator, or manager of an
29 apartment house, office building, or shopping center to redistribute gas or electricity to
30 [tenants] **RESIDENTS** or occupants.

31 7–304.

32 (b) (2) An energy allocation system may not be used for direct billing of energy

costs to the [tenant] **RESIDENT** of an individual dwelling unit unless the Commission approves the system in accordance with this subsection.

7–307.3.

(b) As a term of a lease of a multifamily dwelling unit, the property owner or property manager of the multifamily dwelling unit may require a [tenant] **RESIDENT** to ensure that a customer of the public service company that is responsible for the account for that multifamily dwelling unit provides consent for the property owner or property manager to receive a notice of termination of services as a result of nonpayment by the customer.

7–309.

(a) This section does not apply to electric cooperatives.

(b) (1) In this section the following words have the meanings indicated.

(2) “Affected dwelling unit” means a dwelling unit, as defined in § 7–303 of this subtitle, where the utility service:

(i) is in the [landlord’s] **RESIDENTIAL HOUSING PROVIDER’S** name;

(ii) is delivered through a single meter to a single dwelling unit; and

(iii) does not use a master meter.

(3) “Co–occupant” means two or more adults who occupy the same dwelling unit as their primary domicile or legal residence within the State.

(4) [“Landlord” means an owner of an affected dwelling unit who leases the affected dwelling unit to a tenant.

(5) “Tenant”] “**RESIDENT**” means an occupant of an affected dwelling unit who:

(i) has a valid oral or written lease to reside in the affected dwelling unit; and

(ii) is not a co–occupant with the [landlord] **RESIDENTIAL HOUSING PROVIDER** in the affected dwelling unit.

(5) “**RESIDENTIAL HOUSING PROVIDER**” MEANS AN OWNER OF AN AFFECTED DWELLING UNIT WHO LEASES THE AFFECTED DWELLING UNIT TO A **RESIDENT**.

(6) “Utility service” means gas or electric service provided to an affected dwelling unit by a public service company that is regulated by the Commission.

(7) “Utility service provider” means a public service company that:

(i) provides gas or electric service; and

(ii) is regulated by the Commission.

(c) If utility service at an affected dwelling unit is subject to the threat of termination or actual termination, a [tenant] **RESIDENT** residing in the affected dwelling unit:

(1) may apply for a new utility service account in the [tenant’s] **RESIDENT’S** name; and

(2) may not incur liability for charges due on the [landlord’s] **RESIDENTIAL HOUSING PROVIDER’S** account.

(d) (1) Subject to paragraphs (2) and (3) of this subsection, when a [tenant] **RESIDENT** applies for a new utility service account under subsection (c)(1) of this section, a utility service provider shall establish a new utility service account for the affected dwelling unit in the name of the [tenant] **RESIDENT** if the [tenant] **RESIDENT** meets the requirements of all applicable laws, regulations, and tariffs.

(2) A utility service provider may, in accordance with applicable laws, regulations, and tariffs, require a [tenant] **RESIDENT** to pay a deposit and past due balances from previous accounts in the [tenant’s] **RESIDENT’S** name before establishing a new utility service account in the [tenant’s] **RESIDENT’S** name.

(3) A utility service provider may not refuse or otherwise condition a [tenant’s] **RESIDENT’S** ability to establish a new utility service account in the [tenant’s] **RESIDENT’S** name because of arrearages on the [landlord’s] **RESIDENTIAL HOUSING PROVIDER’S** account.

(e) Notwithstanding any other law governing the protection of customer information, if the billing address for a utility service account is different from the service address for the same utility service account and a utility service provider sends a termination notice to the billing address, the utility service provider shall:

(1) send a termination notice to the service address by first-class mail or post a termination notice in a conspicuous location at the service address at least 14 days before terminating utility service to the affected dwelling unit;

(2) ensure that the notice contains:

(i) the earliest date that service will be terminated; and

(ii) the telephone number the [tenant] **RESIDENT** may call to obtain further information;

(3) address the notice to “All Occupants”; and

(4) enclose the notice in an envelope that states on the address side, in bold, capitalized letters in at least 12–point type, the following: “IMPORTANT NOTICE TO ALL OCCUPANTS: UTILITY TERMINATION PENDING”.

(f) If the billing address for a utility service account is the same as the service address for the same utility service account and the utility service provider sends a termination notice, the notice shall be enclosed in an envelope, the address side of which shall have a written notice stating in bold, capitalized letters in at least 12–point type, the following: “IMPORTANT NOTICE TO ALL OCCUPANTS: UTILITY TERMINATION PENDING”.

(g) A [tenant] **RESIDENT** may deduct from rent due to a [landlord] **RESIDENTIAL HOUSING PROVIDER** the amount of payments made to a utility service provider in accordance with § 8–212.3 of the Real Property Article.

(h) In a rate proceeding filed under Title 4, Subtitle 2 of this article, the Commission shall authorize the full and timely cost recovery of a utility service provider’s prudently incurred costs arising from its obligations under this section.

Article – Real Property

1–101.

(a) In this article the following words have the meanings indicated unless otherwise apparent from context.

(b) “County” includes Baltimore City.

(c) “Deed” includes any deed, grant, mortgage, deed of trust, lease, assignment, and release, pertaining to land or property or any interest therein or appurtenant thereto, including an interest in rents and profits from rents.

(d) “Deed of trust” means only a deed of trust which secures a debt or the performance of an obligation, and does not include a voluntary grant unrelated to security purposes.

(e) “Grant” includes conveyance, assignment, and transfer.

(f) “Land” has the same meaning as “property”.

(g) (1) “Landlord” means any landlord[, including a “lessor”].

(2) “LANDLORD” INCLUDES:

(I) A “LESSOR”; AND

(II) A “RESIDENTIAL HOUSING PROVIDER”.

(h) “Lease” means any oral or written agreement, express or implied, creating a landlord and tenant relationship, including any “sublease” and any further sublease.

(i) “Mortgage” means any mortgage, including a deed in the nature of mortgage.

(j) “Person” includes an individual, receiver, trustee, guardian, executor, administrator, fiduciary, or representative of any kind, or any partnership, firm, association, public or private corporation, or any other entity.

(k) “Property” means real property or any interest therein or appurtenant thereto.

(l) “Purchaser” has the same meaning as buyer or vendee.

(M) “RESIDENT” MEANS A PERSON WHO LEASES RESIDENTIAL REAL PROPERTY FROM A RESIDENTIAL HOUSING PROVIDER.

(N) “RESIDENTIAL HOUSING PROVIDER” MEANS A PERSON WHO LEASES RESIDENTIAL REAL PROPERTY TO A RESIDENT.

[(m)] (O) (1) “Tenant” means any tenant [including a “lessee”].

(2) “TENANT” INCLUDES:

(I) A “LESSEE”; AND

(II) A “RESIDENT”.

[(n)] (P) “Vendor” has the same meaning as seller.

8–202.

(a) For the purposes of this section, a “lease option agreement” means any clause in a lease agreement or separate document that confers on the tenant some power, either qualified or unqualified, to purchase the [landlord’s] **RESIDENTIAL HOUSING PROVIDER’S** interest in the property.

(b) (1) A lease option agreement to purchase improved residential property, with or without a ground rent:

(i) If executed after July 1, 1971, shall contain the following statement in capital letters: "THIS IS NOT A CONTRACT TO BUY."; [and]

(ii) If executed on or after July 1, 2018, **AND ON OR BEFORE SEPTEMBER 30, 2020**, shall also contain the following statement in capital letters and in close proximity to the [tenant's] **RESIDENT'S** signature line:

"THIS AGREEMENT IS AN INTEGRAL PART OF YOUR LEASE AND IS GOVERNED BY TITLE 8 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND A TENANT OR PROSPECTIVE TENANT SHALL HAVE ALL APPLICABLE RIGHTS AND REMEDIES PROVIDED UNDER THAT TITLE."; AND

(III) IF EXECUTED ON OR AFTER OCTOBER 1, 2020, SHALL ALSO CONTAIN THE FOLLOWING STATEMENT IN CAPITAL LETTERS AND IN CLOSE PROXIMITY TO THE RESIDENT'S SIGNATURE LINE:

"THIS AGREEMENT IS AN INTEGRAL PART OF YOUR LEASE AND IS GOVERNED BY TITLE 8 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND A RESIDENT OR PROSPECTIVE RESIDENT SHALL HAVE ALL APPLICABLE RIGHTS AND REMEDIES PROVIDED UNDER THAT TITLE."

(2) In addition, the agreement shall contain a clear statement of its purpose and effect with respect to the ultimate purchase of the property which is the subject of the lease option.

(c) If a lease option agreement fails to comply with subsection (b) of this section and is otherwise enforceable, the lease, the lease option agreement, or both may be voided at the option of the party that did not draft the lease option agreement.

8–203.

(a) (1) In this section the following words have the meanings indicated.

[(2) "Landlord" means a landlord or a prospective landlord.]

(2) "RESIDENT" MEANS A TENANT OR A PROSPECTIVE TENANT OF RESIDENTIAL REAL PROPERTY.

(3) "RESIDENTIAL HOUSING PROVIDER" MEANS A LANDLORD OR A PROSPECTIVE LANDLORD OF RESIDENTIAL REAL PROPERTY.

1 ~~[(3)]~~ (4) “Security deposit” means any payment of money, including
2 payment of the last month’s rent in advance of the time it is due, given to a [landlord]
3 **RESIDENTIAL HOUSING PROVIDER** by a [tenant] **RESIDENT** in order to protect the
4 [landlord] **RESIDENTIAL HOUSING PROVIDER** against nonpayment of rent, damage due
5 to breach of lease, or damage to the leased premises, common areas, major appliances, and
6 furnishings.

7 ~~[(4)]~~ “Tenant” means a tenant or a prospective tenant.]

8 (b) (1) A [landlord] **RESIDENTIAL HOUSING PROVIDER** may not impose a
9 security deposit in excess of the equivalent of two months’ rent per dwelling unit, regardless
10 of the number of [tenants] **RESIDENTS**.

11 (2) If a [landlord] **RESIDENTIAL HOUSING PROVIDER** charges more than
12 the equivalent of two months’ rent per dwelling unit as a security deposit, the [tenant]
13 **RESIDENT** may recover up to threefold the extra amount charged, plus reasonable
14 attorney’s fees.

15 (3) An action under this section may be brought at any time during the
16 tenancy or within two years after its termination.

17 (c) (1) The [landlord] **RESIDENTIAL HOUSING PROVIDER** shall give the
18 [tenant] **RESIDENT** a receipt for the security deposit as specified in § 8–203.1 of this
19 subtitle.

20 (2) The receipt shall be included in a written lease.

21 (d) (1) (i) The [landlord] **RESIDENTIAL HOUSING PROVIDER** shall
22 maintain all security deposits in federally insured financial institutions, as defined in §
23 1–101 of the Financial Institutions Article, which do business in the State.

24 (ii) Security deposit accounts shall be maintained in branches of the
25 financial institutions which are located within the State and the accounts shall be devoted
26 exclusively to security deposits and bear interest.

27 (iii) A security deposit shall be deposited in an account within 30 days
28 after the [landlord] **RESIDENTIAL HOUSING PROVIDER** receives it.

29 (iv) The aggregate amount of the accounts shall be sufficient in
30 amount to equal all security deposits for which the [landlord] **RESIDENTIAL HOUSING**
31 **PROVIDER** is liable.

32 (2) (i) [In lieu] **INSTEAD** of the accounts described in paragraph (1) of
33 this subsection, the [landlord] **RESIDENTIAL HOUSING PROVIDER** may hold the security

deposits in insured certificates of deposit at branches of federally insured financial institutions, as defined in § 1–101 of the Financial Institutions Article, located in the State or in securities issued by the federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the [landlord] **RESIDENTIAL HOUSING PROVIDER** is liable.

(3) (i) In the event of sale or transfer of the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** interest in the leased premises, including receivership or bankruptcy, the [landlord] **RESIDENTIAL HOUSING PROVIDER** or the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** estate, but not the managing agent or court appointed receiver, shall remain liable to the [tenant] **RESIDENT** and the transferee for maintenance of the security deposit as required by law, and the withholding and return of the security deposit plus interest as required by law, as to all or any portion of the security deposit that the [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable to the security deposit, if any, and the name and last known address of the [tenant] **RESIDENT** from whom, or on whose behalf, the deposit was received.

(ii) A security deposit under this section may not be attached by creditors of the [landlord] **RESIDENTIAL HOUSING PROVIDER** or of the [tenant] **RESIDENT**.

(4) Any successor in interest is liable to the [tenant] **RESIDENT** for failure to return the security deposit, together with interest, as provided in this section.

(e) (1) Within 45 days after the end of the tenancy, the [landlord] **RESIDENTIAL HOUSING PROVIDER** shall return the security deposit to the [tenant] **RESIDENT** together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld.

(2) (i) Except as provided in subparagraph (ii) of this paragraph, interest **IS NOT COMPOUNDED AND** shall accrue at monthly intervals from the day the [tenant] **RESIDENT** gives the [landlord] **RESIDENTIAL HOUSING PROVIDER** the security deposit. [Interest is not compounded.]

(ii) No interest is due or payable:

1. Unless the [landlord] **RESIDENTIAL HOUSING PROVIDER** has held the security deposit for at least 6 months; or

2. For any period less than a full month.

(3) Interest shall be payable only on security deposits of \$50 or more.

(4) If the [landlord] **RESIDENTIAL HOUSING PROVIDER**, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the [tenant] **RESIDENT** has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(f) (1) (i) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the [tenant] **RESIDENT** or the [tenant's] **RESIDENT'S** family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

(ii) The [tenant] **RESIDENT** has the right to be present when the [landlord] **RESIDENTIAL HOUSING PROVIDER** or the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** agent inspects the premises in order to determine if any damage was done to the premises, if the [tenant] **RESIDENT** notifies the [landlord] **RESIDENTIAL HOUSING PROVIDER** by certified mail of the [tenant's] **RESIDENT'S** intention to move, the date of moving, and the [tenant's] **RESIDENT'S** new address.

(iii) The notice to be furnished by the [tenant] **RESIDENT** to the [landlord] **RESIDENTIAL HOUSING PROVIDER** shall be mailed at least 15 days prior to the date of moving.

(iv) Upon receipt of the notice, the [landlord] **RESIDENTIAL HOUSING PROVIDER** shall notify the [tenant] **RESIDENT** by certified mail of the time and date when the premises are to be inspected.

(v) The date of inspection shall occur within [five] **5** days before or [five] **5** days after the date of moving as designated in the [tenant's] **RESIDENT'S** notice.

(vi) The [tenant] **RESIDENT** shall be advised of the [tenant's] **RESIDENT'S** rights under this subsection in writing at the time of the [tenant's] **RESIDENT'S** payment of the security deposit.

(vii) Failure by the [landlord] **RESIDENTIAL HOUSING PROVIDER** to comply with this requirement forfeits the right of the [landlord] **RESIDENTIAL HOUSING PROVIDER** to withhold any part of the security deposit for damages.

(2) The security deposit is not liquidated damages and may not be forfeited to the [landlord] **RESIDENTIAL HOUSING PROVIDER** for breach of the rental agreement, except in the amount that the [landlord] **RESIDENTIAL HOUSING PROVIDER** is actually damaged by the breach.

(3) In calculating damages for lost future rents any amount of rents received by the [landlord] **RESIDENTIAL HOUSING PROVIDER** for the premises during the remainder if any, of the [tenant's] **RESIDENT'S** term, shall reduce the damages by a like amount.

(g) (1) If any portion of the security deposit is withheld, the [landlord] **RESIDENTIAL HOUSING PROVIDER** shall present by first-class mail directed to the last known address of the [tenant] **RESIDENT**, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with a statement of the cost actually incurred.

(2) If the [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to comply with this requirement, the [landlord] **RESIDENTIAL HOUSING PROVIDER** forfeits the right to withhold any part of the security deposit for damages.

(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a [tenant] **RESIDENT** who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy.

(2) (i) A [tenant] **RESIDENT** specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the [landlord] **RESIDENTIAL HOUSING PROVIDER** within 45 days of being evicted or ejected or of abandoning the premises.

(ii) The notice shall specify the [tenant's] **RESIDENT'S** new address.

(iii) The [landlord] **RESIDENTIAL HOUSING PROVIDER**, within 45 days of receipt of such notice, shall present, by first-class mail to the [tenant] **RESIDENT**, a written list of the damages claimed under subsection (f)(1) of this section together with a statement of the costs actually incurred and shall return to the [tenant] **RESIDENT** the security deposit together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld.

(3) (i) If a [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to send the list of damages required by paragraph (2) of this subsection, the right to withhold any part of the security deposit for damages is forfeited.

(ii) If a [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to return the security deposit as required by paragraph (2) of this subsection, the [tenant] **RESIDENT** has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(4) Except to the extent specified, this subsection may not be interpreted

to alter the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** duties under subsections (e) and (g) of this section.

(i) (1) Under this subsection, a [landlord] **RESIDENTIAL HOUSING PROVIDER:**

(i) May not require the [tenant] **RESIDENT** to purchase a surety bond; and

(ii) Is not required to consent to the [tenant's] **RESIDENT'S** purchase of a surety bond.

(2) (i) Instead of paying all or part of a security deposit to a [landlord] **RESIDENTIAL HOUSING PROVIDER** under this section, a [tenant] **RESIDENT** may purchase a surety bond to protect the [landlord] **RESIDENTIAL HOUSING PROVIDER** against:

1. Nonpayment of rent;

2. Damage due to breach of lease; or

3. Damage caused by the [tenant] **RESIDENT** or the [tenant's] **RESIDENT'S** family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, or furnishings owned by the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

(ii) A surety shall refund to a [tenant] **RESIDENT** any premium or other charge paid by the [tenant] **RESIDENT** in connection with a surety bond if, after the [tenant] **RESIDENT** purchases a surety bond, the [landlord] **RESIDENTIAL HOUSING PROVIDER** refuses to accept the surety bond or the [tenant] **RESIDENT** does not enter into a lease with the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

(3) (i) The amount of a surety bond purchased instead of a security deposit may not exceed two months' rent per dwelling unit.

(ii) If a [tenant] **RESIDENT** purchases a surety bond and provides a security deposit in accordance with this section, the aggregate amount of both the surety bond and security deposit may not exceed two months' rent per dwelling unit.

(iii) 1. If a [landlord] **RESIDENTIAL HOUSING PROVIDER** consents to a surety bond but requires the surety bond to be in an amount in excess of two months' rent, the [tenant] **RESIDENT** may recover up to three times the extra amount charged for the surety bond, plus reasonable attorney's fees.

2. If a [landlord] **RESIDENTIAL HOUSING PROVIDER**

consents to both a surety bond and a security deposit but requires the surety bond and the security deposit to be in an aggregate amount in excess of two months' rent, the [tenant] **RESIDENT** may recover up to three times the extra amount charged for the surety bond, plus reasonable attorney's fees.

(4) Before a [tenant] **RESIDENT** purchases a surety bond instead of paying all or part of a security deposit, a surety shall disclose in writing to the [tenant] **RESIDENT** that:

(i) Payment for a surety bond is nonrefundable;

(ii) The surety bond is not insurance for the [tenant] **RESIDENT**;

(iii) The surety bond is being purchased to protect the [landlord] **RESIDENTIAL HOUSING PROVIDER** against loss due to nonpayment of rent, breach of lease, or damages caused by the [tenant] **RESIDENT**;

(iv) The [tenant] **RESIDENT** may be required to reimburse the surety for amounts the surety paid to the [landlord] **RESIDENTIAL HOUSING PROVIDER**;

(v) Even after a [tenant] **RESIDENT** purchases a surety bond, the [tenant] **RESIDENT** is responsible for payment of:

1. All unpaid rent;

2. Damage due to breach of lease; and

3. Damage by the [tenant] **RESIDENT** or the [tenant's] **RESIDENT'S** family, agents, employees, guests, or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, or furnishings owned by the [landlord] **RESIDENTIAL HOUSING PROVIDER**;

(vi) The [tenant] **RESIDENT** has the right to pay the damages directly to the [landlord] **RESIDENTIAL HOUSING PROVIDER** or require the [landlord] **RESIDENTIAL HOUSING PROVIDER** to use the [tenant's] **RESIDENT'S** security deposit, if any, before the [landlord] **RESIDENTIAL HOUSING PROVIDER** makes a claim against the surety bond; and

(vii) If the surety fails to comply with the requirements of this paragraph, the surety forfeits the right to make any claim against the [tenant] **RESIDENT** under the surety bond.

(5) (i) A [tenant] **RESIDENT** who purchases a surety bond in accordance with this subsection has the right to have the dwelling unit inspected by the [landlord] **RESIDENTIAL HOUSING PROVIDER** in the [tenant's] **RESIDENT'S** presence for

1 the purpose of making a written list of the damages that exist at the commencement of the
2 tenancy, if the [tenant] **RESIDENT** requests an inspection by certified mail within 15 days
3 of the [tenant's] **RESIDENT'S** occupancy.

4 (ii) A [tenant] **RESIDENT** who provides a surety bond under this
5 subsection shall have all the rights provided under subsection (f)(1)(ii) through (v) of this
6 section.

7 (iii) The surety or [landlord] **RESIDENTIAL HOUSING PROVIDER**
8 shall deliver to a [tenant] **RESIDENT** a copy of any agreements or documents signed by the
9 [tenant] **RESIDENT** at the time of the [tenant's] **RESIDENT'S** purchase of the surety bond.

10 (iv) A [tenant] **RESIDENT** shall be advised in writing of all of the
11 [tenant's] **RESIDENT'S** rights under this subsection prior to the purchase of a surety bond.

12 (6) (i) A surety bond may be used to pay claims by a [landlord]
13 **RESIDENTIAL HOUSING PROVIDER** for:

14 1. Unpaid rent;

15 2. Damage due to breach of lease; or

16 3. Damage by the [tenant] **RESIDENT** or the [tenant's]
17 **RESIDENT'S** family, agents, employees, guests, or invitees in excess of ordinary wear and
18 tear to the leased premises, common areas, major appliances, or furnishings owned by the
19 [landlord] **RESIDENTIAL HOUSING PROVIDER**.

20 (ii) A surety bond does not represent liquidated damages and may
21 not be used as payment to a [landlord] **RESIDENTIAL HOUSING PROVIDER** for breach of
22 the rental agreement, except in the amount that the [landlord] **RESIDENTIAL HOUSING**
23 **PROVIDER** is actually damaged by the breach.

24 (iii) Except as provided in subparagraphs (i) and (ii) of this
25 paragraph, a surety may not, directly or indirectly, make any other payment to a [landlord]
26 **RESIDENTIAL HOUSING PROVIDER**.

27 (7) At least 10 days before a [landlord] **RESIDENTIAL HOUSING**
28 **PROVIDER** makes a claim against a surety bond subject to this subsection, the [landlord]
29 **RESIDENTIAL HOUSING PROVIDER** shall send to the [tenant] **RESIDENT** by first-class
30 mail directed to the last known address of the [tenant] **RESIDENT**, a written list of the
31 damages to be claimed and a statement of the costs actually incurred by the [landlord]
32 **RESIDENTIAL HOUSING PROVIDER**.

33 (8) (i) A [tenant] **RESIDENT** shall have the right to pay any damages
34 directly to the [landlord] **RESIDENTIAL HOUSING PROVIDER** or require the [landlord]

1 **RESIDENTIAL HOUSING PROVIDER** to use the [tenant's] **RESIDENT'S** security deposit, if
2 any, before the [landlord] **RESIDENTIAL HOUSING PROVIDER** makes a claim against the
3 surety bond.

4 (ii) If a [tenant] **RESIDENT** pays any damages directly to the
5 [landlord] **RESIDENTIAL HOUSING PROVIDER** or requires the [landlord] **RESIDENTIAL**
6 **HOUSING PROVIDER** to use the [tenant's] **RESIDENT'S** security deposit under
7 subparagraph (i) of this paragraph and the payment fully satisfies the claim, the [landlord]
8 **RESIDENTIAL HOUSING PROVIDER** shall forfeit the right to make a claim under the
9 surety bond for any damages covered by the [tenant's] **RESIDENT'S** payment or the amount
10 deducted from the [tenant's] **RESIDENT'S** security deposit in accordance with
11 subparagraph (i) of this paragraph.

12 (9) (i) The [tenant] **RESIDENT** may dispute the [landlord's]
13 **RESIDENTIAL HOUSING PROVIDER'S** claim to the surety by sending a written response
14 by first-class mail to the surety within 10 days after receiving the [landlord's]
15 **RESIDENTIAL HOUSING PROVIDER'S** claim on the surety.

16 (ii) If the [tenant] **RESIDENT** disputes the claim, the surety may not
17 report the claim to a credit reporting agency prior to obtaining a judgment for the claim
18 against the [tenant] **RESIDENT**.

19 (10) In any proceeding brought by the surety against the [tenant]
20 **RESIDENT** on a surety bond under this subsection:

21 (i) The [tenant] **RESIDENT** shall retain all rights and defenses
22 otherwise available in a proceeding between a [tenant] **RESIDENT** and a [landlord]
23 **RESIDENTIAL HOUSING PROVIDER** under this section; and

24 (ii) Damages may only be awarded to the surety to the extent that
25 the [tenant] **RESIDENT** would have been liable to the [landlord] **RESIDENTIAL HOUSING**
26 **PROVIDER** under this section.

27 (11) (i) If a [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** interest
28 in the leased premises is sold or transferred, the new [landlord] **RESIDENTIAL HOUSING**
29 **PROVIDER** shall accept the [tenant's] **RESIDENT'S** surety bond and may not require:

30 1. During the current lease term, an additional security
31 deposit from the [tenant] **RESIDENT**; or

32 2. At any lease renewal, a surety bond or a security deposit
33 from the [tenant] **RESIDENT** that, in addition to any existing surety bond or security
34 deposit, is in an aggregate amount in excess of two months' rent per dwelling unit.

35 (ii) If the aggregate amount described in subparagraph (i)2 of this

paragraph is in excess of two months' rent, the [tenant] **RESIDENT** may recover up to three times the extra amount charged, plus reasonable attorney's fees.

(12) (i) If a [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to comply with the requirements of this subsection, the [landlord] **RESIDENTIAL HOUSING PROVIDER** forfeits the right to make any claim against the surety bond.

(ii) If a surety fails to comply with the requirements of this subsection, the surety forfeits the right to make any claim against a [tenant] **RESIDENT** under the surety bond.

(13) If a surety, in an action against the [tenant] **RESIDENT**, asserts a claim under the surety bond without having a reasonable basis to assert the claim, the court may grant the [tenant] **RESIDENT** damages of up to three times the amount claimed plus reasonable attorney's fees.

(14) A surety bond issued under this subsection may only be issued by an admitted carrier licensed by the Maryland Insurance Administration.

(j) No provision of this section may be waived in any lease.

(k) The Department of Housing and Community Development shall maintain on its [Web site] **WEBSITE**:

(1) A list of daily U.S. Treasury yield curve rates for 1 year, as of the first business day of each year, to be used in calculating the interest on a security deposit; or

(2) A customized calculator that calculates the interest due on a security deposit by allowing a user to enter the date that the security deposit was given to the [landlord] **RESIDENTIAL HOUSING PROVIDER**, a tenancy end date, and the amount of the security deposit.

(l) A [landlord] **RESIDENTIAL HOUSING PROVIDER** is entitled to rely on the list of yield curve rates or the customized calculator maintained by the Department of Housing and Community Development under subsection (k) of this section when calculating the interest on a security deposit.

8–203.1.

(a) A receipt for a security deposit shall notify the [tenant] **RESIDENT** of the following:

(1) The right to have the dwelling unit inspected by the [landlord] **RESIDENTIAL HOUSING PROVIDER** in the [tenant's] **RESIDENT'S** presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the [tenant] **RESIDENT** so requests by certified mail within 15 days of the [tenant's]

1 **RESIDENT'S** occupancy;

2 (2) The right to be present when the [landlord] **RESIDENTIAL HOUSING**
3 **PROVIDER** inspects the premises at the end of the tenancy in order to determine if any
4 damage was done to the premises if the [tenant] **RESIDENT** notifies the [landlord]
5 **RESIDENTIAL HOUSING PROVIDER** by certified mail at least 15 days prior to the date of
6 the [tenant's] **RESIDENT'S** intended move, of the [tenant's] **RESIDENT'S** intention to
7 move, the date of moving, and the [tenant's] **RESIDENT'S** new address;

8 (3) The [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** obligation to
9 conduct the inspection within 5 days before or after the [tenant's] **RESIDENT'S** stated date
10 of intended moving;

11 (4) The [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** obligation to
12 notify the [tenant] **RESIDENT** in writing of the date of the inspection;

13 (5) The [tenant's] **RESIDENT'S** right to receive, by first-class mail,
14 delivered to the last known address of the [tenant] **RESIDENT**, a written list of the charges
15 against the security deposit claimed by the [landlord] **RESIDENTIAL HOUSING PROVIDER**
16 and the actual costs, within 45 days after the termination of the tenancy;

17 (6) The obligation of the [landlord] **RESIDENTIAL HOUSING PROVIDER**
18 to return any unused portion of the security deposit, by first-class mail, addressed to the
19 [tenant's] **RESIDENT'S** last known address within 45 days after the termination of the
20 tenancy; and

21 (7) A statement that failure of the [landlord] **RESIDENTIAL HOUSING**
22 **PROVIDER** to comply with the security deposit law may result in the [landlord]
23 **RESIDENTIAL HOUSING PROVIDER** being liable to the [tenant] **RESIDENT** for a penalty
24 of up to [3] **THREE** times the security deposit withheld, plus reasonable attorney's fees.

25 (b) The [landlord] **RESIDENTIAL HOUSING PROVIDER** shall retain a copy of the
26 receipt for a period of 2 years after the termination of the tenancy, abandonment of the
27 premises, or eviction of the [tenant] **RESIDENT**, as the case may be.

28 (c) The [landlord] **RESIDENTIAL HOUSING PROVIDER** shall be liable to the
29 [tenant] **RESIDENT** in the sum of \$25 if the [landlord] **RESIDENTIAL HOUSING**
30 **PROVIDER** fails to provide a written receipt for the security deposit.

31 8–204.

32 (a) This section is applicable only to single or multi-family dwelling units.

33 (b) A [landlord] **RESIDENTIAL HOUSING PROVIDER** shall assure the [tenant]
34 **RESIDENT** that the [tenant] **RESIDENT**, peaceably and quietly, may enter on the leased

1 premises at the beginning of the term of any lease.

2 (c) If the [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to provide the
3 [tenant] **RESIDENT** with possession of the dwelling unit at the beginning of the term of
4 any lease, the rent payable under the lease shall abate until possession is delivered. The
5 [tenant] **RESIDENT**, on written notice to the [landlord] **RESIDENTIAL HOUSING**
6 **PROVIDER** before possession is delivered, may terminate, cancel, and rescind the lease.

7 (d) On termination of the lease under this section, the [landlord] **RESIDENTIAL**
8 **HOUSING PROVIDER** is liable to the [tenant] **RESIDENT** for all money or property given
9 as prepaid rent, deposit, or security.

10 (e) If the [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to provide the
11 [tenant] **RESIDENT** with possession of the dwelling unit at the beginning of the term of
12 any lease, whether or not the lease is terminated under this section, the [landlord]
13 **RESIDENTIAL HOUSING PROVIDER** is liable to the [tenant] **RESIDENT** for consequential
14 damages actually suffered by the [tenant] **RESIDENT** subsequent to the [tenant's]
15 **RESIDENT'S** giving notice to the [landlord] **RESIDENTIAL HOUSING PROVIDER** of the
16 [tenant's] **RESIDENT'S** inability to enter on the leased premises.

17 (f) The [landlord] **RESIDENTIAL HOUSING PROVIDER** may bring an action of
18 eviction and damages against any [tenant] **RESIDENT** holding over after the end of the
19 [tenant's] **RESIDENT'S** term even though the [landlord] **RESIDENTIAL HOUSING**
20 **PROVIDER** has entered into a lease with another [tenant] **RESIDENT**, and the [landlord]
21 **RESIDENTIAL HOUSING PROVIDER** may join the new [tenant] **RESIDENT** as a party to
22 the action.

23 8-205.

24 (a) (1) In Anne Arundel County, unless the [tenant] **RESIDENT** makes
25 payment by check or rents the property for commercial or business purposes, if property is
26 leased for any definite term or at will, the [landlord] **RESIDENTIAL HOUSING PROVIDER**
27 shall give the [tenant] **RESIDENT** a receipt showing payment and the time period which
28 the payment covers.

29 (2) On conviction of violating this section, any person or agent shall forfeit
30 the rent for the period in question.

31 (b) Except as otherwise provided in subsection (a) of this section, the [landlord]
32 **RESIDENTIAL HOUSING PROVIDER** or [landlord's] **RESIDENTIAL HOUSING**
33 **PROVIDER'S** agent shall give the [tenant] **RESIDENT** a receipt if the [tenant] **RESIDENT**:

34 (1) Makes payment in cash; or

35 (2) Requests a receipt.

(c) In addition to any other penalty, the [landlord] **RESIDENTIAL HOUSING PROVIDER** shall be liable to the [tenant] **RESIDENT** in the sum of \$25 if the [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to provide a written receipt as required by this section.

8–205.1.

(a) In this section, “utility service provider” means a public service company or a unit of State or local government that provides water or sewer utility services.

(b) (1) This section applies only to a [landlord] **RESIDENTIAL HOUSING PROVIDER** of a building that contains one or two residential dwelling units.

(2) This section does not apply to a [landlord] **RESIDENTIAL HOUSING PROVIDER** that requires a [tenant] **RESIDENT**, under an oral or written lease, to pay water or sewer bills directly to the utility service provider.

(c) A [landlord] **RESIDENTIAL HOUSING PROVIDER** that requires a [tenant] **RESIDENT** to make payments for water or sewer utility services to the [landlord] **RESIDENTIAL HOUSING PROVIDER** shall:

(1) Use a written lease that provides notice that the [tenant] **RESIDENT** is responsible for making payments for water or sewer utility services to the [landlord] **RESIDENTIAL HOUSING PROVIDER**; and

(2) Provide a copy of the water or sewer bill to the [tenant] **RESIDENT**.

8–206.

(a) Evictions described in subsection (b) of this section are called “retaliatory evictions”.

(b) No [landlord] **RESIDENTIAL HOUSING PROVIDER** may evict a [tenant] **RESIDENT** of any residential property in Montgomery County because:

(1) The [tenant] **RESIDENT** has filed a complaint against the [landlord] **RESIDENTIAL HOUSING PROVIDER** with any public agency;

(2) The [tenant] **RESIDENT** has filed a lawsuit against the [landlord] **RESIDENTIAL HOUSING PROVIDER**; or

(3) The [tenant] **RESIDENT** is a member of any [tenants’] **RESIDENTS’** organization.

(c) If the judgment is in favor of the [tenant] **RESIDENT** in any eviction proceeding for any of the defenses in subsection (b) of this section, the court may enter judgment for reasonable attorney fees and court costs against the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

(d) Nothing in this section restricts the authority of Montgomery County to legislate in the area of [landlord-tenant] **RESIDENTIAL HOUSING PROVIDER-RESIDENT** affairs.

(e) **(1)** In addition to any other remedies provided under this title, Montgomery County may, by local law, establish authorization for a local agency to invoke enforcement procedures upon an administrative determination that a proposed eviction is retaliatory as prohibited by State or local law.

(2) [These enforcement] **ENFORCEMENT** procedures **INVOKED UNDER THIS SUBSECTION** may include injunctive or other equitable relief.

8-207.

(a) The aggrieved party in a breach of a lease has a duty to mitigate damages if the damages result from the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** or [tenant's] **RESIDENT'S**:

(1) Failure to supply possession of the dwelling unit;

(2) Failure or refusal to take possession at the beginning of the term; or

(3) Termination of occupancy before the end of the term.

(b) The provisions of subsection (a) of this section do not impose an obligation to show or lease the vacated dwelling unit in preference to other available units.

(c) **(1)** If a [tenant] **RESIDENT** wrongly fails or refuses to take possession of or vacates the dwelling unit before the end of the [tenant's] **RESIDENT'S** term, the [landlord] **RESIDENTIAL HOUSING PROVIDER** may sublet the dwelling unit without prior notice to the [tenant] **RESIDENT** in default.

(2) [The tenant] **A RESIDENT** in default is secondarily liable for rent for the term of the [tenant's] **RESIDENT'S** original agreement in addition to the [tenant's] **RESIDENT'S** liability for consequential damages resulting from the [tenant's] **RESIDENT'S** breach, if the [landlord] **RESIDENTIAL HOUSING PROVIDER** gives the [tenant] **RESIDENT** prompt notice of any default by the sublessee.

(d) No provision in this section may be waived in any lease.

1 8–208.

2 (a) (1) On or after October 1, 1999, any [landlord] **RESIDENTIAL HOUSING**
3 **PROVIDER** who offers 5 or more dwelling units for rent in the State may not rent a
4 residential dwelling unit without using a written lease.

5 (2) If a [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to comply
6 with paragraph (1) of this subsection, the term of the tenancy is presumed to be 1 year from
7 the date of the [tenant's] **RESIDENT'S** first occupancy unless the [tenant] **RESIDENT** elects
8 to end the tenancy at an earlier date by giving 1 month's written notice.

9 (b) A [landlord] **RESIDENTIAL HOUSING PROVIDER** who rents using a written
10 lease shall provide, upon written request from any prospective applicant for a lease, a copy
11 of the proposed form of lease in writing, complete in every material detail, except for the
12 date, the name and address of the [tenant] **RESIDENT**, the designation of the premises,
13 and the rental rate without requiring execution of the lease or any prior deposit.

14 (c) A lease shall include:

15 (1) A statement that the premises will be made available in a condition
16 permitting habitation, with reasonable safety, if that is the agreement, or if that is not the
17 agreement, a statement of the agreement concerning the condition of the premises;

18 (2) The [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** and the
19 [tenant's] **RESIDENT'S** specific obligations as to heat, gas, electricity, water, and repair of
20 the premises; and

21 (3) A receipt for the security deposit as specified in § 8–203.1 of this
22 subtitle.

23 (d) A [landlord] **RESIDENTIAL HOUSING PROVIDER** may not use a lease or form
24 of lease containing any provision that:

25 (1) Has the [tenant] **RESIDENT** authorize any person to confess judgment
26 on a claim arising out of the lease;

27 (2) Has the [tenant] **RESIDENT** agree to waive or to forego any right or
28 remedy provided by applicable law;

29 (3) (i) Provides for a penalty for the late payment of rent in excess of
30 5% of the amount of rent due for the rental period for which the payment was delinquent;
31 or

32 (ii) In the case of leases under which the rent is paid in weekly rental
33 installments, provides for a late penalty of more than \$3 per week or a total of no more than
34 \$12 per month;

(4) Has the [tenant] **RESIDENT** waive the right to a jury trial;

(5) Has the [tenant] **RESIDENT** agree to a period required for [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** notice to quit which is less than that provided by applicable law; provided, however, that neither party is prohibited from agreeing to a longer notice period than that required by applicable law;

(6) Authorizes the [landlord] **RESIDENTIAL HOUSING PROVIDER** to take possession of the leased premises, or the [tenant's] **RESIDENT'S** personal property unless the lease has been terminated by action of the parties or by operation of law, and the personal property has been abandoned by the [tenant] **RESIDENT** without the benefit of formal legal process;

(7) Is against public policy and void pursuant to § 8–105 of this title; or

(8) Permits a [landlord] **RESIDENTIAL HOUSING PROVIDER** to commence an eviction proceeding or issue a notice to quit solely as retaliation against any [tenant] **RESIDENT** for planning, organizing, or joining a [tenant] **RESIDENT** organization with the purpose of negotiating collectively with the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

(e) (1) Except for a lease containing an automatic renewal period of 1 month or less, a lease that contains a provision calling for an automatic renewal of the lease term unless prior notice is given by the party or parties seeking to terminate the lease, shall have the provision distinctly set apart from any other provision of the lease and provide a space for the written acknowledgment of the [tenant's] **RESIDENT'S** agreement to the automatic renewal provision.

(2) An automatic renewal provision that is not specifically accompanied by either the [tenant's] **RESIDENT'S** initials, signature, or witnessed mark is unenforceable by the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

(f) No provision of this section shall be deemed to be a bar to the applicability of supplementary rights afforded by any public local law enacted by the General Assembly or any ordinance or local law enacted by any municipality or political subdivision of this State; provided, however, that no such law can diminish or limit any right or remedy granted under the provisions of this section.

(g) (1) Any lease provision which is prohibited by terms of this section shall be unenforceable by the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

(2) If the [landlord] **RESIDENTIAL HOUSING PROVIDER** includes in any lease a provision prohibited by this section or made unenforceable by § 8–105 of this title or § 8–203 of this subtitle, at any time subsequent to July 1, 1975, and tenders a lease containing such a provision or attempts to enforce or makes known to the [tenant]

1 **RESIDENT** an intent to enforce any such provision, the [tenant] **RESIDENT** may recover
2 any actual damages incurred as a reason thereof, including reasonable attorney's fees.

3 (h) If any word, phrase, clause, sentence, or any part or parts of this section shall
4 be held unconstitutional by any court of competent jurisdiction such unconstitutionality
5 shall not affect the validity of the remaining parts of this section.

6 8–208.1.

7 (a) (1) For any reason listed in paragraph (2) of this subsection, a [landlord]
8 **RESIDENTIAL HOUSING PROVIDER** of any residential property may not:

9 (i) Bring or threaten to bring an action for possession against a
10 [tenant] **RESIDENT**;

11 (ii) Arbitrarily increase the rent or decrease the services to which a
12 [tenant] **RESIDENT** has been entitled; or

13 (iii) Terminate a periodic tenancy.

14 (2) A [landlord] **RESIDENTIAL HOUSING PROVIDER** may not take an
15 action that is listed under paragraph (1) of this subsection for any of the following reasons:

16 (i) Because the [tenant] **RESIDENT** or the [tenant's] **RESIDENT'S**
17 agent has provided written or actual notice of a good faith complaint about an alleged
18 violation of the lease, violation of law, or condition on the leased premises that is a
19 substantial threat to the health or safety of occupants to:

20 1. The [landlord] **RESIDENTIAL HOUSING PROVIDER**; or

21 2. Any public agency against the [landlord] **RESIDENTIAL**
22 **HOUSING PROVIDER**;

23 (ii) Because the [tenant] **RESIDENT** or the [tenant's] **RESIDENT'S**
24 agent has:

25 1. Filed a lawsuit against the [landlord] **RESIDENTIAL**
26 **HOUSING PROVIDER**; or

27 2. Testified or participated in a lawsuit involving the
28 [landlord] **RESIDENTIAL HOUSING PROVIDER**; or

29 (iii) Because the [tenant] **RESIDENT** has participated in any
30 [tenants'] **RESIDENTS'** organization.

31 (b) (1) A [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** violation of

subsection (a) of this section is a “retaliatory action”.

(2) A [tenant] **RESIDENT** may raise a retaliatory action of a [landlord] **RESIDENTIAL HOUSING PROVIDER**:

(i) In defense to an action for possession; or

(ii) As an affirmative claim for damages resulting from a retaliatory action of a [landlord] **RESIDENTIAL HOUSING PROVIDER** occurring during a tenancy.

(c) (1) If in any proceeding the court finds in favor of the [tenant] **RESIDENT** because the [landlord] **RESIDENTIAL HOUSING PROVIDER** engaged in a retaliatory action, the court may enter judgment against the [landlord] **RESIDENTIAL HOUSING PROVIDER** for damages not to exceed the equivalent of 3 months’ rent, reasonable attorney fees, and court costs.

(2) If in any proceeding the court finds that a [tenant’s] **RESIDENT’S** assertion of a retaliatory action was in bad faith or without substantial justification, the court may enter judgment against the [tenant] **RESIDENT** for damages not to exceed the equivalent of 3 months’ rent, reasonable attorney fees, and court costs.

(d) The relief provided under this section is conditioned on the [tenant] **RESIDENT** being current on the rent due and owing to the [landlord] **RESIDENTIAL HOUSING PROVIDER** at the time of the alleged retaliatory action, unless the [tenant] **RESIDENT** withholds rent in accordance with the lease, § 8–211 of this subtitle, or a comparable local ordinance.

(e) An action by a [landlord] **RESIDENTIAL HOUSING PROVIDER’S** may not be deemed to be retaliatory for purposes of this section if the alleged retaliatory action occurs more than 6 months after a [tenant’s] **RESIDENT’S** action that is protected under subsection (a)(2) of this section.

(f) As long as a [landlord’s] **RESIDENTIAL HOUSING PROVIDER’S** termination of a tenancy is not the result of a retaliatory action, nothing in this section may be interpreted to alter the [landlord’s] **RESIDENTIAL HOUSING PROVIDER’S** or the [tenant’s] **RESIDENT’S** rights to terminate or not renew a tenancy.

(g) If any county has enacted or enacts an ordinance comparable in subject matter to this section, this section shall supersede the provisions of the ordinance to the extent that the ordinance provides less protection to a [tenant] **RESIDENT**.

8–208.2.

(a) Notwithstanding the provisions of § 8–208.1 of this subtitle, a [landlord] **RESIDENTIAL HOUSING PROVIDER** of real property subject to the provisions of Title 6,

Subtitle 8 of the Environment Article may not evict or take any other retaliatory action against a [tenant] **RESIDENT** primarily as a result of the [tenant] **RESIDENT** providing information to the [landlord] **RESIDENTIAL HOUSING PROVIDER** under Title 6, Subtitle 8 of the Environment Article.

(b) For purposes of this section, a retaliatory action includes:

(1) An arbitrary refusal to renew a lease;

(2) Termination of a tenancy;

(3) An arbitrary rent increase or decrease in services to which the [tenant] **RESIDENT** is entitled; or

(4) Any form of constructive eviction.

(c) A [tenant] **RESIDENT** subject to an eviction or retaliatory action under this section is entitled to the relief, and is eligible for reasonable attorney's fees and costs, authorized under § 8–208.1 of this subtitle.

(d) Nothing in this section may be interpreted to alter the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** or the [tenant's] **RESIDENT'S** rights arising from a breach of any provision of a lease.

8–208.3.

Every [landlord] **RESIDENTIAL HOUSING PROVIDER** shall maintain a records system showing the dates and amounts of rent paid to the [landlord] **RESIDENTIAL HOUSING PROVIDER** by the [tenant] **RESIDENT** or [tenants] **RESIDENTS** and showing also the fact that a receipt of some form was given to each [tenant] **RESIDENT** for each cash payment of rent.

8–210.

(a) (1) The [landlord] **RESIDENTIAL HOUSING PROVIDER** of any residential rental property shall include in a written lease or post a sign in a conspicuous place on that property listing the name, address, and telephone number of:

(i) The [landlord] **RESIDENTIAL HOUSING PROVIDER**; or

(ii) The person, if any, authorized to accept notice or service of process on behalf of the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

(2) If a [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to comply with paragraph (1) of this subsection, notice or service of process shall be deemed to be proper if the [tenant] **RESIDENT** sends notice or service of process by any of the following

1 means:

2 (i) To the person to whom the rent is paid;

3 (ii) To the address where the rent is paid; or

4 (iii) To the address where the tax bill is sent.

5 (b) (1) This subsection applies only in Montgomery County.

6 (2) In this subsection, “development” has the meaning provided in §
7 11B–101 of this article.

8 (3) (i) Before execution by a [tenant] **RESIDENT** of a lease for an initial
9 term of 125 days or more, the owner of any residential rental property within any
10 condominium or development shall provide to the prospective [tenant] **RESIDENT**, to the
11 extent applicable, a copy of the rules, declaration, and recorded covenants and restrictions
12 that limit or affect the use and occupancy of the property or common areas and to which
13 the owner is obligated.

14 (ii) The written lease shall include a statement, if applicable, that
15 the obligations of the owner that limit or affect the use and occupancy of the property are
16 enforceable against the owner’s [tenant] **RESIDENT**.

17 8–211.

18 (a) **(1)** The purpose of this section is to provide [tenants] **RESIDENTS** with a
19 mechanism for encouraging the repair of serious and dangerous defects which exist within
20 or as part of any residential dwelling unit, or upon the property used in common of which
21 the dwelling unit forms a part.

22 **(2)** The defects sought to be reached by this section are those [which] **THAT**
23 present a substantial and serious threat of danger to the life, health and safety of the
24 occupants of the dwelling unit, and not those which merely impair the aesthetic value of
25 the premises, or which are, in those locations governed by such codes, housing code
26 violations of a nondangerous nature.

27 **(3)** The intent of this section is not to provide a remedy for dangerous
28 conditions in the community at large which exists apart from the leased premises or the
29 property in common of which the leased premises forms a part.

30 (b) It is the public policy of Maryland that meaningful sanctions be imposed upon
31 those who allow dangerous conditions and defects to exist in leased premises, and that an
32 effective mechanism be established for repairing these conditions and halting their
33 creation.

(c) (1) This section applies to residential dwelling units leased for the purpose of human habitation within the State of Maryland.

(2) This section does not apply to farm tenancies.

(d) This section applies to all applicable dwelling units whether they are:

(1) [publicly] **PUBLICLY** or privately owned; or

(2) [single] **SINGLE** or multiple units.

(e) This section provides a remedy and imposes an obligation upon [landlords] **RESIDENTIAL HOUSING PROVIDERS** to repair and eliminate conditions and defects which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants, including, but not limited to:

(1) Lack of heat, light, electricity, or hot or cold running water, except where the [tenant] **RESIDENT** is responsible for the payment of the utilities and the lack thereof is the direct result of the [tenant's] **RESIDENT'S** failure to pay the charges;

(2) Lack of adequate sewage disposal facilities;

(3) Infestation of rodents in two or more dwelling units;

(4) The existence of any structural defect which presents a serious and substantial threat to the physical safety of the occupants; or

(5) The existence of any condition which presents a health or fire hazard to the dwelling unit.

(f) (1) This section does not provide a remedy for the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** failure to repair and eliminate minor defects or, in those locations governed by such codes, housing code violations of a nondangerous nature.

(2) There is a rebuttable presumption that the following conditions, when they do not present a serious and substantial threat to the life, health and safety of the occupants, are not covered by this section:

[(1)] (I) Any defect which merely reduces the aesthetic value of the leased premises, such as the lack of fresh paint, rugs, carpets, paneling or other decorative amenities;

[(2)] (II) Small cracks in the walls, floors or ceilings;

[(3)] (III) The absence of linoleum or tile upon the floors, provided that they are otherwise safe and structurally sound; or

1 [(4)] (IV) The absence of air conditioning.

2 (g) (1) In order to employ the remedies provided by this section, the [tenant]
3 **RESIDENT** shall notify the [landlord] **RESIDENTIAL HOUSING PROVIDER** of the existence
4 of the defects or conditions.

5 (2) Notice shall be given by:

6 [(1)] (I) [a] A written communication sent by certified mail listing the
7 asserted conditions or defects[, or];

8 [(2)] (II) [actual] **ACTUAL** notice of the defects or conditions[.]; or

9 [(3)] (III) [a] A written violation, condemnation or other notice from an
10 appropriate State, county, municipal or local government agency stating the asserted
11 conditions or defects.

12 (h) (1) The [landlord] **RESIDENTIAL HOUSING PROVIDER** has a reasonable
13 time after receipt of notice in which to make the repairs or correct the conditions.

14 (2) The length of time deemed to be reasonable is a question of fact for the
15 court, taking into account the severity of the defects or conditions and the danger which
16 they present to the occupants.

17 (3) There is a rebuttable presumption that a period in excess of 30 days
18 from receipt of notice is unreasonable.

19 (i) If the [landlord] **RESIDENTIAL HOUSING PROVIDER** refuses to make the
20 repairs or correct the conditions, or if after a reasonable time the [landlord] **RESIDENTIAL**
21 **HOUSING PROVIDER** has failed to do so, the [tenant] **RESIDENT** may [bring]:

22 (1) **BRING** an action of rent escrow to pay rent into court because of the
23 asserted defects or conditions[, or the tenant may refuse]; **OR**

24 (2) **REFUSE** to pay rent and raise the existence of the asserted defects or
25 conditions as an affirmative defense to an action for distress for rent or to any complaint
26 proceeding brought by the [landlord] **RESIDENTIAL HOUSING PROVIDER** to recover rent
27 or the possession of the leased premises.

28 (j) (1) Whether the issue of rent escrow is raised affirmatively or defensively,
29 the [tenant] **RESIDENT** may request one or more of the forms of relief set forth in this
30 section.

31 (2) In addition to any other relief sought, if within 90 days after the court

finds that the conditions complained of by the [tenant] **RESIDENT** exist the [landlord] **RESIDENTIAL HOUSING PROVIDER** has not made the repairs or corrected the conditions complained of, the [tenant] **RESIDENT** may file a petition of injunction in the District Court requesting the court to order the [landlord] **RESIDENTIAL HOUSING PROVIDER** to make the repairs or correct the conditions.

(k) Relief under this section is conditioned [upon] **ON**:

(1) Giving proper notice, and where appropriate, the opportunity to correct, as described by subsection (h) of this section[.];

(2) Payment by the [tenant] **RESIDENT**, into court, of the amount of rent required by the lease, unless this amount is modified by the court as provided in subsection (m) of this section[.];

(3) In the case of tenancies measured by a period of one month or more, the court having not entered against the tenant 3 prior judgments of possession for rent due and unpaid in the 12-month period immediately prior to the initiation of the action by the [tenant] **RESIDENT** or by the [landlord.] **RESIDENTIAL HOUSING PROVIDER**; AND

(4) In the case of periodic tenancies measured by the weekly payment of rent, the court having not entered against the tenant more than 5 judgments of possession for rent due and unpaid in the 12-month period immediately prior to the initiation of the action by the tenant or by the [landlord] **RESIDENTIAL HOUSING PROVIDER**, or, if the [tenant] **RESIDENT** has lived on the premises [six] 6 months or less, the court having not entered against the tenant 3 judgments of possession for rent due and unpaid.

(l) It is a sufficient defense to the allegations of the [tenant] **RESIDENT** that the [tenant] **RESIDENT**, the [tenant's] **RESIDENT'S** family, agent, employees, or assignees or social guests have caused the asserted defects or conditions, or that the [landlord] **RESIDENTIAL HOUSING PROVIDER** or the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** agents were denied reasonable and appropriate entry for the purpose of correcting or repairing the asserted conditions or defects.

(m) The court shall make appropriate findings of fact and make any order that the justice of the case may require, including any one or a combination of the following:

(1) Order the termination of the lease and return of the leased premises to the [landlord] **RESIDENTIAL HOUSING PROVIDER**, subject to the [tenant's] **RESIDENT'S** right of redemption;

(2) Order that the action for rent escrow be dismissed;

(3) Order that the amount of rent required by the lease, whether paid into court or to the [landlord] **RESIDENTIAL HOUSING PROVIDER**, be abated and reduced in

an amount determined by the court to be fair and equitable to represent the existence of the conditions or defects found by the court to exist; or

(4) Order the [landlord] **RESIDENTIAL HOUSING PROVIDER** to make the repairs or correct the conditions complained of by the [tenant] **RESIDENT** and found by the court to exist.

(n) After rent escrow has been established, the court:

(1) Shall, after a hearing, if so ordered by the court or one is requested by the [landlord] **RESIDENTIAL HOUSING PROVIDER**, order that the money in the escrow account be disbursed to the [landlord] **RESIDENTIAL HOUSING PROVIDER** after the necessary repairs have been made;

(2) May, after an appropriate hearing, order that some or all money in the escrow account be paid to the [landlord] **RESIDENTIAL HOUSING PROVIDER** or the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** agent, the [tenant] **RESIDENT** or the [tenant's] **RESIDENT'S** agent, or any other appropriate person or agency for the purpose of making the necessary repairs of the dangerous conditions or defects;

(3) May, after a hearing if one is requested by the [landlord] **RESIDENTIAL HOUSING PROVIDER**, appoint a special administrator who shall cause the repairs to be made, and who shall apply to the court to pay for them out of the money in the escrow account;

(4) May, after an appropriate hearing, order that some or all money in the escrow account be disbursed to pay any mortgage or deed of trust on the property in order to stay a foreclosure;

(5) (I) May, after a hearing, if one is requested by the [tenant] **RESIDENT**, order, if no repairs are made or if no good faith effort to repair is made within [six] 6 months of the initial decision to place money in the escrow account, that the money in the escrow account be disbursed to the tenant.

(II) [Such an] **AN** order **UNDER THIS PARAGRAPH** will not discharge the right on the part of the [tenant] **RESIDENT** to pay rent into court and an appeal will stay the forfeiture; or

(6) May, after an appropriate hearing, order that the money in the escrow account be disbursed to the [landlord] **RESIDENTIAL HOUSING PROVIDER** if the [tenant] **RESIDENT** does not regularly pay, into that account, the rent owed.

(o) Except as provided in § 8–211.1(e) of this subtitle, in the event any county or Baltimore City is subject to a public local law or has enacted an ordinance or ordinances comparable in subject matter to this section, commonly referred to as a “Rent Escrow Law”, any such ordinance or ordinances shall supersede the provisions of this section.

1 8-211.1.

2 (a) Notwithstanding any provision of law or any agreement, whether written or
3 oral, if a [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to comply with the applicable
4 risk reduction standard under § 6-815 or § 6-819 of the Environment Article, the [tenant]
5 **RESIDENT** may deposit the [tenant's] **RESIDENT'S** rent in an escrow account with the
6 clerk of the District Court for the district in which the premises are located.

7 (b) The right of a [tenant] **RESIDENT** to deposit rent in an escrow account does
8 not preclude the [tenant] **RESIDENT** from pursuing any other right or remedy available to
9 the [tenant] **RESIDENT** at law or equity and is in addition to them.

10 (c) Money deposited in an escrow account shall be released under the following
11 terms and conditions:

12 (1) To the lessor upon compliance by the lessor with the applicable risk
13 reduction standard; or

14 (2) To the lessee or any other person who has complied with the applicable
15 risk reduction standard on presentation of a bill for the reasonable costs of complying with
16 the applicable risk reduction standard.

17 (d) **(1)** A lessee may not be evicted, the tenancy may not be terminated, and
18 the rent may not be raised for a lessee who elects to seek the remedies under this section.

19 **(2)** It shall be presumed that any attempt to evict the lessee, to terminate
20 the tenancy, or to raise the rent, except for nonpayment of rent, within two months after
21 compliance with the applicable risk reduction standard is in retaliation for the lessee's
22 proceeding under this section and shall be void.

23 (e) This section shall preempt any public local law or ordinance concerning the
24 deposit of rent into an escrow account based upon the existence of paint containing lead
25 pigment on surfaces in or on a rental dwelling unit in the State and disposition of that rent.

26 8-212.1.

27 (b) Notwithstanding any other provision of this title, if a person who is on active
28 duty with the United States military, or the person's spouse, enters into a residential lease
29 of property and the person subsequently receives a change of assignment, before or after
30 occupying the property, any liability of the person, or the person's spouse, for rent under
31 the lease may not exceed:

32 (1) Any rent or lawful charges then due and payable plus 30 days' rent after
33 written notice and proof of the change of assignment is given to the [landlord]
34 **RESIDENTIAL HOUSING PROVIDER**; and

(2) The cost of repairing damage to the premises caused by an act or omission of the [tenant] **RESIDENT**.

8–212.2.

(a) This section does not apply to a [tenant] **RESIDENT** under a residential lease that contains a liquidated damages clause or early termination clause that:

(1) Requires written notice to vacate of 1 month or less; and

(2) Imposes liability for rent less than or equal to 2 months' rent after the date on which the [tenant] **RESIDENT** vacates the leased premises.

(b) Subject to subsection (a) of this section and notwithstanding any other provision of this title, if a [tenant] **RESIDENT** under a residential lease meets the conditions set forth in subsection (c) of this section, the [tenant's] **RESIDENT'S** liability for rent under the lease may not exceed 2 months' rent after the date on which the [tenant] **RESIDENT** vacates the leased premises.

(c) To qualify for the limitation of liability under subsection (b) of this section, the [tenant] **RESIDENT** shall provide to the [landlord] **RESIDENTIAL HOUSING PROVIDER** before the [tenant] **RESIDENT** vacates the leased premises:

(1) Subject to the provisions of subsection (d) of this section, a written certification from a physician regarding an individual who is a named party in, or an authorized occupant under the terms of, the lease that states in substantially the following form:

"I, (name of physician), hereby certify that my patient, (name of patient), is no longer able to live at his or her leased premises, (address of leased premises), because the patient has a medical condition that:

(1) Substantially restricts the physical mobility of the patient within, or from entering and exiting, the leased premises; or

(2) Requires the patient to move to a home, facility, or institution to obtain a higher level of care than can be provided at the leased premises.

I certify further that the expected duration of the patient's medical condition will continue beyond the termination date of the patient's lease, which the patient states is (termination date of lease)."; and

(2) A written notice of the termination of the lease stating the date by when the [tenant] **RESIDENT** will vacate the leased premises.

(d) A certification that is provided to a [landlord] **RESIDENTIAL HOUSING PROVIDER** under subsection (c)(1) of this section shall be:

(1) Written by a physician who is licensed by the State Board of Physicians to practice medicine in the State under Title 14 of the Health Occupations Article;

(2) Prepared on the letterhead or printed prescription form of the physician; and

(3) Signed by the physician.

8–212.3.

(a) (1) In this section the following words have the meanings indicated.

(2) “Affected dwelling unit” has the meaning stated in § 7–309 of the Public Utilities Article.

(3) [“Landlord”] **“RESIDENT”** has the meaning stated in § 7–309 of the Public Utilities Article.

(4) [“Tenant”] **“RESIDENTIAL HOUSING PROVIDER”** has the meaning stated in § 7–309 of the Public Utilities Article.

(5) “Utility service” has the meaning stated in § 7–309 of the Public Utilities Article.

(6) “Utility service provider” has the meaning stated in § 7–309 of the Public Utilities Article.

(b) A [tenant] **RESIDENT** may deduct from rent due to a [landlord] **RESIDENTIAL HOUSING PROVIDER** the amount of payments made to a utility service provider for utility service if:

(1) An oral or written lease for an affected dwelling unit requires the [landlord] **RESIDENTIAL HOUSING PROVIDER** to pay the utility bill; and

(2) (i) The [tenant] **RESIDENT** pays all or part of the utility bill, including payments made on a new utility service account; or

(ii) The [tenant] **RESIDENT** pays any security deposit required to obtain a new utility service account.

(c) A [tenant’s] **RESIDENT’S** rights under this section may not be waived in any lease.

1 8–213.

2 (a) An application for a lease shall contain a statement which explains:

3 (1) The liabilities which the [tenant] **RESIDENT** incurs upon signing the
4 application; and

5 (2) The provisions of subsections (b) and (c) of this section.

6 (b) (1) (i) If a [landlord] **RESIDENTIAL HOUSING PROVIDER** requires
7 from a prospective tenant any fees other than a security deposit as defined by § 8–203(a) of
8 this subtitle, and these fees exceed \$25, then the [landlord] **RESIDENTIAL HOUSING**
9 **PROVIDER** shall return the fees, subject to the exceptions below, or be liable for twice the
10 amount of the fees in damages.

11 (ii) The return shall be made not later than 15 days following the
12 date of occupancy or the written communication, by either party to the other, of a decision
13 that no tenancy shall occur.

14 (2) The [landlord] **RESIDENTIAL HOUSING PROVIDER** may retain only
15 that portion of the fees actually expended for a credit check or other expenses arising out
16 of the application, and shall return that portion of the fees not actually expended on behalf
17 of the tenant making application.

18 (c) This section does not apply to any [landlord] **RESIDENTIAL HOUSING**
19 **PROVIDER** who offers four or less dwelling units for rent on one parcel of property or at
20 one location, or to seasonal or condominium rentals.

21 8–214.

22 (a) (1) In this section the following words have the meanings indicated.

23 (2) “Elderly person” means an individual who is 60 years old or older.

24 (3) [“Landlord”] **“RESIDENTIAL HOUSING PROVIDER”** means an owner
25 of residential rental property who offers more than 3 dwelling units for rent on 1 parcel of
26 property or at 1 location.

27 (b) This section applies only to Montgomery County.

28 (c) If a [tenant] **RESIDENT** is an elderly person, a [landlord] **RESIDENTIAL**
29 **HOUSING PROVIDER** may not prohibit the [tenant] **RESIDENT** from keeping a household
30 pet, unless specifically prohibited in writing at the time occupancy took place.

31 (d) A [tenant] **RESIDENT** is liable for any damage done to the premises by the
32 [tenant’s] **RESIDENT’S** pet.

(e) A [landlord] **RESIDENTIAL HOUSING PROVIDER** may establish reasonable rules governing the type, size, and number of pets allowed, disposal of pet waste, and aspects of pet conduct and pet control related to protection of the health and safety of other [tenants] **RESIDENTS** and the property of the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

8–215.

(a) In this section, “affected property” and “owner” have the meanings stated in § 6–801 of the Environment Article.

(b) (1) If an owner of an affected property fails to comply with the applicable risk reduction standard under § 6–815 or § 6–819 of the Environment Article, the owner, on the written request of the [tenant] **RESIDENT**, shall:

(i) Immediately release the [tenant] **RESIDENT** from the terms of the lease or rental agreement for that property; and

(ii) Pay to the [tenant] **RESIDENT** all reasonable relocation expenses, not to exceed \$2,500, directly related to the permanent relocation of the tenant to a lead-free dwelling unit or another dwelling unit that has satisfied the risk reduction standard in accordance with § 6–815 of the Environment Article.

(2) A [tenant’s] **RESIDENT’S** written request to the landlord under paragraph (1) of this subsection shall include any risk reduction certification information provided by the Department of the Environment.

(3) Within 3 business days of receipt of a [tenant’s] **RESIDENT’S** written request under paragraph (1) of this subsection, an owner may provide to the [tenant] **RESIDENT**:

(i) A current and valid risk reduction certificate;

(ii) A lead-free certificate;

(iii) A statement of verification by the owner and tenant of work performed in accordance with § 6–819(g) of the Environment Article for the affected property; or

(iv) The final report of an inspector verifying that work was performed on the affected property in accordance with § 6–819(g) of the Environment Article.

(c) (1) If an owner fails to provide information in accordance with subsection (b)(3) of this section or to comply with the [tenant’s] **RESIDENT’S** written request under

subsection (b)(1) of this section within 3 business days of receipt of the request, the [tenant] **RESIDENT** may bring an action in District Court for the:

- (i) Lease termination;
- (ii) Reimbursement of reasonable relocation expenses; and
- (iii) Reasonable attorney's fees.

(2) A [tenant] **RESIDENT** does not have a cause of action under this subsection if the owner of an affected property provides information in accordance with subsection (b)(3) of this section.

(d) The right of a [tenant] **RESIDENT** to request release in accordance with subsection (b) of this section does not preclude the [tenant] **RESIDENT** from pursuing any other right or remedy available to the [tenant] **RESIDENT** at law or equity and is in addition to them.

(e) Any action or inaction of the owner of an affected property or [tenant] **RESIDENT** under this section or any finding in a proceeding under this section may not be construed to have any effect on:

(1) Any civil action; or

(2) Any administrative proceeding brought under this title or Title 6 of the Environment Article.

8–216.

(a) (1) In this section the following words have the meanings indicated.

(2) “Threaten to take possession” means using words or actions intended to convince a reasonable person that the [landlord] **RESIDENTIAL HOUSING PROVIDER** intends to take imminent possession of the property in violation of this section.

(3) (i) “Willful diminution of services” means intentionally interrupting or causing the interruption of heat, running water, hot water, electricity, or gas by the [landlord] **RESIDENTIAL HOUSING PROVIDER** for the purpose of forcing a [tenant] **RESIDENT** to abandon the property.

(ii) “Willful diminution of services” does not include a [landlord] **RESIDENTIAL HOUSING PROVIDER** choosing not to continue to pay for utility service for residential property after a final court order awarding possession of the residential property, if the [landlord] **RESIDENTIAL HOUSING PROVIDER** has provided the [tenant] **RESIDENT** reasonable notice of the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** intention and the opportunity for the [tenant] **RESIDENT** to open an account in the

1 [tenant's] **RESIDENT'S** name for that service.

2 (b) (1) Except as provided in paragraph (2) of this subsection, a [landlord]
3 **RESIDENTIAL HOUSING PROVIDER** may not take possession or threaten to take
4 possession of a dwelling unit from a [tenant] **RESIDENT** or [tenant] **RESIDENT** holding
5 over by locking the [tenant] **RESIDENT** out or any other action, including willful
6 diminution of services to the [tenant] **RESIDENT**.

7 (2) A [landlord] **RESIDENTIAL HOUSING PROVIDER** may take possession
8 of a dwelling unit from a [tenant] **RESIDENT** or [tenant] **RESIDENT** holding over only:

9 (i) In accordance with a warrant of restitution issued by a court and
10 executed by a sheriff or constable; or

11 (ii) If the [tenant] **RESIDENT** has abandoned or surrendered
12 possession of the dwelling unit.

13 (c) (1) If in any proceeding the court finds in favor of the [tenant] **RESIDENT**
14 because the [landlord] **RESIDENTIAL HOUSING PROVIDER** violated subsection (b) of this
15 section, the [tenant] **RESIDENT** may recover:

16 (i) Actual damages; and

17 (ii) Reasonable attorney's fees and costs.

18 (2) The remedies set forth in this subsection are not exclusive.

19 (d) This section may not be construed to prevent a [landlord] **RESIDENTIAL**
20 **HOUSING PROVIDER** from taking temporary measures, including changing the locks, to
21 secure an unsecured residential property, if the [landlord] **RESIDENTIAL HOUSING**
22 **PROVIDER** makes good faith attempts to provide reasonable notice to the [tenant]
23 **RESIDENT** that the [tenant] **RESIDENT** may promptly be restored to possession of the
24 property.

25 8–217.

26 (a) (1) In this section the following words have the meanings indicated.

27 (2) [“Landlord”] **“RESIDENTIAL HOUSING PROVIDER”** means the owner
28 of a senior apartment facility.

29 (3) (i) “Senior apartment facility” means an apartment building or
30 complex that:

31 1. Contains four or more individual dwelling units; and

2. Is housing for older persons as defined in 42 U.S.C. § 3607.

(ii) “Senior apartment facility” does not include a nursing home or an assisted living facility.

(b) (1) At least 180 days before converting a senior apartment facility into an apartment facility for the general population, the [landlord] **RESIDENTIAL HOUSING PROVIDER** shall provide each [tenant] **RESIDENT** of the senior apartment facility with written notice of the conversion.

(2) The notice shall include:

(i) A statement that the senior apartment facility will be converted into an apartment facility for the general population;

(ii) The date on which the conversion will take place; and

(iii) A statement that the [tenant] **RESIDENT** has the right to terminate the lease at any time before the conversion date, provided that the tenant gives the [landlord] **RESIDENTIAL HOUSING PROVIDER** at least 1 month’s written notice.

(c) Notwithstanding the terms of the lease, the [landlord] **RESIDENTIAL HOUSING PROVIDER**:

(1) Shall allow any [tenant] **RESIDENT** who requests to move before the conversion date to terminate the [tenant’s] **RESIDENT’S** lease after giving at least 1 month’s written notice to the landlord; and

(2) May not withhold any portion of a [tenant’s] **RESIDENT’S** security deposit for rent that would have become due under any remaining term of the lease after termination under this section.

(d) To the extent that a violation of any provision of this section affects a [tenant] **RESIDENT** of a senior apartment facility, that violation shall be within the scope of the enforcement duties and powers of the Division of Consumer Protection of the Office of the Attorney General, as described in Title 13 of the Commercial Law Article.

8–5A–01.

(a) In this subtitle the following words have the meanings indicated.

(b) “Legal occupant” means an occupant who resides on the premises with the actual knowledge and permission of the [landlord] **RESIDENTIAL HOUSING PROVIDER**.

8–5A–02.

(a) Subject to the requirements of subsections (b) and (c) of this section, a [tenant] **RESIDENT** may terminate the [tenant's] **RESIDENT'S** future liability under a residential lease if the [tenant] **RESIDENT** or legal occupant is:

(1) A victim of domestic violence; or

(2) A victim of sexual assault.

(b) If a [tenant] **RESIDENT** or legal occupant is a victim of domestic violence or a victim of sexual assault, the [tenant] **RESIDENT** may provide to the [landlord] **RESIDENTIAL HOUSING PROVIDER** the written notice required under § 8–5A–03 or § 8–5A–04 of this subtitle and, if the written notice is provided, the [tenant] **RESIDENT** shall have 30 days to vacate the leased premises from the date of providing the written notice.

(c) A [tenant] **RESIDENT** who vacates leased premises under this section is responsible for rent only for the 30 days following the [tenant] **RESIDENT** providing notice of an intent to vacate.

(d) If a [tenant] **RESIDENT** does not vacate the leased premises within 30 days of providing to the [landlord] **RESIDENTIAL HOUSING PROVIDER** the written notice required under § 8–5A–03 or § 8–5A–04 of this subtitle, the [landlord] **RESIDENTIAL HOUSING PROVIDER** is, at the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** option and with written notice to the [tenant] **RESIDENT**, entitled to:

(1) All legal remedies against a [tenant] **RESIDENT** holding over available under § 8–402 of this title; or

(2) Deem the [tenant's] **RESIDENT'S** notice of an intent to vacate to have been rescinded and the terms of the original lease to be in full force and effect.

(e) The termination of a [tenant's] **RESIDENT'S** future liability under a residential lease under this section does not terminate or in any other way impact the future liability of a [tenant] **RESIDENT** who is the respondent in the action that results in:

(1) A protective order issued for the benefit of the victim [tenant] **RESIDENT** or victim legal occupant under § 4–506 of the Family Law Article; or

(2) A peace order issued for the benefit of the victim [tenant] **RESIDENT** or victim legal occupant for which the underlying act was sexual assault under § 3–1505 of the Courts Article.

8–5A–03.

(a) If a [tenant] **RESIDENT** or legal occupant is a victim of domestic violence, the

1 [tenant] **RESIDENT** may terminate the [tenant's] **RESIDENT'S** future liability under a
2 residential lease under § 8–5A–02 of this subtitle if the [tenant] **RESIDENT** provides the
3 [landlord] **RESIDENTIAL HOUSING PROVIDER** with written notice by first-class mail or
4 hand delivery of an intent to vacate the premises and notice of the [tenant's] **RESIDENT'S**
5 or legal occupant's status as a victim of domestic violence.

6 (b) The notice provided under subsection (a) of this section shall include a copy of
7 a protective order issued for the benefit of the [tenant] **RESIDENT** or legal occupant under
8 § 4–506 of the Family Law Article.

9 8–5A–04.

10 (a) If a [tenant] **RESIDENT** or legal occupant is a victim of sexual assault, the
11 [tenant] **RESIDENT** may terminate the [tenant's] **RESIDENT'S** future liability under a
12 residential lease under § 8–5A–02 of this subtitle if the [tenant] **RESIDENT** provides the
13 [landlord] **RESIDENTIAL HOUSING PROVIDER** with written notice by first-class mail or
14 hand delivery of an intent to vacate the leased premises, including the [tenant's]
15 **RESIDENT'S** or legal occupant's status as a victim of sexual assault.

16 (b) The notice provided under subsection (a) of this section shall include:

17 (1) A copy of a protective order issued for the benefit of the [tenant]
18 **RESIDENT** or legal occupant under § 4–506 of the Family Law Article; or

19 (2) A copy of a peace order issued for the benefit of the [tenant] **RESIDENT**
20 or legal occupant for which the underlying act was sexual assault under § 3–1505 of the
21 Courts Article.

22 8–5A–05.

23 (a) This section applies to an action for possession of property under § 8–402.1 of
24 this title against a [tenant] **RESIDENT** or legal occupant who is a victim of domestic
25 violence or a victim of sexual assault in which the basis for the alleged breach is an act or
26 acts of domestic violence or sexual assault.

27 (b) (1) A [tenant] **RESIDENT** is deemed to have raised a rebuttable
28 presumption that the alleged breach of the lease does not warrant an eviction if the [tenant]
29 **RESIDENT** provides to the court:

30 (i) A copy of a protective order issued for the benefit of the [tenant]
31 **RESIDENT** or legal occupant under § 4–506 of the Family Law Article; or

32 (ii) A copy of a peace order issued for the benefit of the [tenant]
33 **RESIDENT** or legal occupant for which the underlying act was sexual assault under §
34 3–1505 of the Courts Article.

(2) If domestic violence or sexual assault is raised as a defense in an action for possession of property under § 8–402.1 of this title, the court, in its discretion, may enter a judgment in favor of a [tenant] **RESIDENT** who does not provide the evidence described in paragraph (1) of this subsection.

8–5A–06.

(a) A person who is a victim of domestic violence or a victim of sexual assault and who is a [tenant] **RESIDENT** under a residential lease may provide to the [landlord] **RESIDENTIAL HOUSING PROVIDER** a written request to change the locks of the leased premises if the protective order or peace order issued for the benefit of the [tenant] **RESIDENT** or legal occupant requires the respondent to refrain from entering or to vacate the residence of the [tenant] **RESIDENT** or legal occupant.

(b) The written request provided under subsection (a) of this section shall include:

(1) A copy of a protective order issued for the benefit of the [tenant] **RESIDENT** or legal occupant under § 4–506 of the Family Law Article; or

(2) A copy of a peace order issued for the benefit of the [tenant] **RESIDENT** or legal occupant for which the underlying act was sexual assault under § 3–1505 of the Courts Article.

(c) (1) The [landlord] **RESIDENTIAL HOUSING PROVIDER** shall change the locks on the leased premises by the close of the next business day after receiving a written request under subsection (a) of this section.

(2) If the [landlord] **RESIDENTIAL HOUSING PROVIDER** fails to change the locks as required under paragraph (1) of this subsection, the [tenant] **RESIDENT**:

(i) May have the locks changed by a certified locksmith on the leased premises without permission from the [landlord] **RESIDENTIAL HOUSING PROVIDER**; and

(ii) Shall give a duplicate key to the [landlord] **RESIDENTIAL HOUSING PROVIDER** or the [landlord's] **RESIDENTIAL HOUSING PROVIDER'S** agent by the close of the next business day after the lock change.

(d) If a [landlord] **RESIDENTIAL HOUSING PROVIDER** changes the locks on a [tenant's] **RESIDENT'S** leased premises under subsection (c) of this section, the [landlord] **RESIDENTIAL HOUSING PROVIDER**:

(1) Shall provide a copy of the new key to the [tenant] **RESIDENT** who made the request for the change of locks at a mutually agreed time not to exceed 48 hours

1 following the lock change; and

2 (2) May charge a fee to the [tenant] **RESIDENT** not exceeding the
3 reasonable cost of changing the locks.

4 (e) (1) If a [landlord] **RESIDENTIAL HOUSING PROVIDER** charges a fee to the
5 [tenant] **RESIDENT** for changing the locks on a [tenant's] **RESIDENT'S** leased premises
6 under subsection (d) of this section, the [tenant] **RESIDENT** shall pay the fee within 45
7 days of the date the locks are changed.

8 (2) If a [tenant] **RESIDENT** does not pay a fee as required under paragraph
9 (1) of this subsection, the [landlord] **RESIDENTIAL HOUSING PROVIDER** may:

10 (i) Charge the fee as additional rent; or

11 (ii) Withhold the amount of the fee from the [tenant's] **RESIDENT'S**
12 security deposit.

13 8–603.

14 (a) A provision contained within a residential lease in which a [tenant]
15 **RESIDENT** is occupying the space as that [tenant's] **RESIDENT'S** primary residence which
16 waives a trial by jury shall be invalid and unenforceable.

17 11–102.1.

18 (a) (1) (i) **1.** Before a residential rental facility is subjected to a
19 condominium regime, the owner, and the [landlord] **RESIDENTIAL HOUSING PROVIDER**
20 of each [tenant] **RESIDENT** in possession of any portion of the residential rental facility as
21 his residence, if other than the owner, shall give the [tenant] **RESIDENT** a notice in the
22 form specified in subsection (f) of this section.

23 **2.** The notice shall be given after registration with the
24 Secretary of State under § 11–127 of this title and concurrently and together with any offer
25 required to be given under § 11–136 of this title.

26 (ii) If an offer required to be given under § 11–136 of this title is not
27 given to a [tenant] **RESIDENT** concurrently with the notice described in subparagraph (i)
28 of this paragraph, the 180–day period that is triggered by receipt of the notice under this
29 section does not begin until the [tenant] **RESIDENT** receives the purchase offer.

30 (2) **(I)** The owner and the [landlord] **RESIDENTIAL HOUSING**
31 **PROVIDER**, if other than the owner, shall inform in writing each [tenant] **RESIDENT** who
32 first leases any portion of the premises as his residence after the giving of the notice
33 required by this subsection that the notice has been given.

1 (II) The [tenant] **RESIDENT** shall be informed at or before the
2 signing of lease or the taking of possession, whichever occurs first.

3 (3) A copy of the notice, together with a list of each [tenant] **RESIDENT** to
4 whom the notice was given, shall be given to the Secretary of State at the time the notice
5 is given to each [tenant] **RESIDENT**.

6 (b) The notice and the purchase offer shall be considered to have been given to
7 each [tenant] **RESIDENT** if delivered by hand to the [tenant] **RESIDENT** or mailed,
8 certified mail, return receipt requested, postage prepaid, to the [tenant's] **RESIDENT'S**
9 last-known address.

10 (c) A [tenant] **RESIDENT** leasing any portion of the residential rental facility as
11 [his] **THE RESIDENT'S** residence at the time the notice referred to in subsection (a) of this
12 section is given to [him] **THE RESIDENT** may not be required to vacate the premises prior
13 to the expiration of 180 days from the giving of the notice except for:

14 (1) Breach of a covenant in his lease occurring before or after the giving of
15 the notice;

16 (2) Nonpayment of rent occurring before or after the giving of the notice; or

17 (3) Failure of the [tenant] **RESIDENT** to vacate the premises at the time
18 that is indicated by the [tenant] **RESIDENT** in a notice given to [his landlord] **A**
19 **RESIDENTIAL HOUSING PROVIDER** under subsection (e) of this section.

20 (d) **(1)** The lease term of any [tenant] **RESIDENT** leasing any portion of the
21 residential rental facility as [his] **THE RESIDENT'S** residence at the time the notice
22 referred to in subsection (a) of this section is given to [him] **THE RESIDENT** and which
23 lease term would ordinarily terminate during the 180-day period shall be extended until
24 the expiration of the 180-day period.

25 **(2)** The extended term shall be at the same rent and on the same terms and
26 conditions as were applicable on the last day of the lease term.

27 (e) Any [tenant] **RESIDENT** leasing any portion of the residential rental facility
28 as [his] **THE RESIDENT'S** residence at the time the notice referred to in subsection (a) of
29 this section is given to [him] **THE RESIDENT** may terminate [his] **THE** lease, without
30 penalty for termination upon at least 30 days' written notice to [his landlord] **THE**
31 **RESIDENTIAL HOUSING PROVIDER**.

32 (f) The notice referred to in subsection (a) of this section shall be sufficient for the
33 purposes of this section if it is in substantially the following form. As to rental facilities
34 containing less than 10 units, "Section 2" of the notice is not required to be given.

1 "NOTICE OF INTENTION TO CREATE A CONDOMINIUM

2 (Date)

3 This is to inform you that the rental facility known as may
4 be converted to a condominium regime in accordance with the Maryland Condominium Act.
5 You may be required to move out of your residence after 180 days have passed from the
6 date of this notice, or in other words, after (Date).

7 Section 1

8 Rights that apply to all [tenants] **RESIDENTS**

9 If you are a [tenant] **RESIDENT** in this rental facility and you have not already given
10 notice that you intend to move, you have the following rights, provided you have previously
11 paid your rent and continue to pay your rent and abide by the other conditions of your lease.

12 (1) You may remain in your residence on the same rent, terms, and conditions of
13 your existing lease until either the end of your lease term or until (Date) (the
14 end of the 180-day period), whichever is later. If your lease term ends during the 180-day
15 period, it will be extended on the same rent, terms, and conditions until (Date)
16 (the end of the 180-day period). In addition, certain households may be entitled to extend
17 their leases beyond the 180 days as described in Section 2.

18 (2) You have the right to purchase your residence before it can be sold publicly. A
19 purchase offer describing your right to purchase is required to be included with this notice.
20 If a purchase offer is not included with this notice, the 180-day period that you may remain
21 in your residence does not begin until you receive the purchase offer.

22 (3) If you do not choose to purchase your unit, and the annual income for all
23 present members of your household did not exceed (the applicable income
24 eligibility figure or figures for the appropriate area) for 20..., you are entitled to receive
25 \$375 when you move out of your residence. You are also entitled to be reimbursed for
26 moving expenses as defined in the Maryland Condominium Act over \$375 up to \$750 which
27 are actually and reasonably incurred. If the annual income for all present members of your
28 household did exceed (the applicable income eligibility figure or figures for the
29 appropriate area) for 20..., you are entitled to be reimbursed up to \$750 for moving
30 expenses as defined in the Maryland Condominium Act actually and reasonably incurred.
31 To receive reimbursement for moving expenses, you must make a written request,
32 accompanied by reasonable evidence of your expenses, within 30 days after you move. You
33 are entitled to be reimbursed within 30 days after your request has been received.

34 (4) If you want to move out of your residence before the end of the 180-day period
35 or the end of your lease, you may cancel your lease without penalty by giving at least 30
36 days prior written notice. However, once you give notice of when you intend to move, you
37 will not have the right to remain in your residence beyond that date.

Section 2

Right to 3-year lease extension or 3-month rent payment
for certain individuals with disabilities and senior citizens

The developer who converts this rental facility to a condominium must offer extended leases to qualified households for up to 20 percent of the units in the rental facility. Households which receive extended leases will have the right to continue renting their residences for at least 3 years from the date of this notice. A household may cancel an extended lease by giving 3 months' written notice if more than 1 year remains on the lease, and 1 month's written notice if less than 1 year remains on the lease.

Rents under these extended leases may only be increased once a year and are limited by increases in the cost of living index. Read the enclosed lease to learn the additional rights and responsibilities of [tenants] **RESIDENTS** under extended leases.

In determining whether your household qualifies for an extended lease, the following definitions apply:

(1) (i) "Disability" means:

1. A physical or mental impairment that substantially limits one or more of an individual's major life activities; or

2. A record of having a physical or mental impairment that substantially limits one or more of an individual's major life activities.

(ii) "Disability" does not include the current illegal use of or addiction to:

1. A controlled dangerous substance as defined in § 5-101 of the Criminal Law Article; or

2. A controlled substance as defined in 21 U.S.C. § 802.

(2) "Senior citizen" means a person who is at least 62 years old on the date of this notice.

(3) "Annual income" means the total income from all sources for all present members of your household for the income tax year immediately preceding the year in which this notice is issued but shall not include unreimbursed medical expenses if the [tenant] **RESIDENT** provides reasonable evidence of the unreimbursed medical expenses or consents in writing to authorize disclosure of relevant information regarding medical expense reimbursement at the time of applying for an extended lease. "Total income" means the same as "gross income" as defined in § 9-104(a)(7) of the Tax – Property Article.

(4) "Unreimbursed medical expenses" means the cost of medical expenses not

otherwise paid for by insurance or some other third party, including medical and hospital insurance premiums, co-payments, and deductibles; Medicare A and B premiums; prescription medications; dental care; vision care; and nursing care provided at home or in a nursing home or home for the aged.

To qualify for an extended lease you must meet all of the following criteria:

(1) A member of the household must be an individual with a disability or a senior citizen and must be living in your unit as of the date of this notice and must have been a member of your household for at least 12 months preceding the date of this notice; and

(2) Annual income for all present members of your household must not have exceeded (the applicable income eligibility figure or figures for the appropriate area) for 20.....; and

(3) You must be current in your rental payments and otherwise in good standing under your existing lease.

If you meet all of these qualifications and desire an extended lease, then you must complete the enclosed form and execute the enclosed lease and return them. The completed form and executed lease must be received at the office listed below within 60 days of the date of this notice, or in other words, by (Date). If your completed form and executed lease are not received within that time, you will not be entitled to an extended lease.

If the number of qualified households requesting extended leases exceeds the 20 percent limitation, priority will be given to qualified households who have lived in the rental facility for the longest time.

Due to the 20 percent limitation your application for an extended lease must be processed prior to your lease becoming final. Your lease will become final if it is determined that your household is qualified and falls within the 20 percent limitation.

If you return the enclosed form and lease by (Date) you will be notified within 75 days of the date of this notice, or in other words, by (Date), whether you are qualified and whether your household falls within the 20 percent limitation.

You may apply for an extended lease and, at the same time, choose to purchase your unit. If you apply for and receive an extended lease, your purchase contract will be void. If you do not receive an extended lease, your purchase contract will be effective and you will be obligated to buy your unit.

If you qualify for an extended lease, but due to the 20 percent limitation, your lease is not finalized, the developer must pay you an amount equal to 3 months' rent within 15 days after you move. You are also entitled to up to \$750 reimbursement for your moving expenses, as described in Section 1.

1 If you qualify for an extended lease, but do not want one, you are also entitled to both
2 the moving expense reimbursement previously described, and the payment equal to 3
3 months' rent. In order to receive the 3 month rent payment, you must complete and return
4 the enclosed form within 60 days of the date of this notice or by (Date), but
5 you should not execute the enclosed lease.

6 All application forms, executed leases, and moving expense requests should be
7 addressed or delivered to:

8

9

10”

11 (g) A declaration may not be received for record unless there is attached thereto
12 an affirmation of the developer in substantially the following form:

13 “I hereby affirm under penalty of perjury that the notice requirements of § 11–102.1
14 of the Real Property Article, if applicable, have been fulfilled.

15 Developer

16 By”

17 (h) Failure of a [landlord] **RESIDENTIAL HOUSING PROVIDER** or owner to give
18 notice as required by this section is a defense to an action for possession.

19 (i) Failure to fulfill the provisions of this section does not affect the validity of a
20 condominium regime otherwise established in accordance with the provisions of this title.

21 (j) This section does not apply to any [tenant] **RESIDENT** whose lease term
22 expires during the 180–day period and who has given notice of his intent not to renew the
23 lease prior to the giving of the notice required by subsection (a) of this section.

24 (k) (1) A [tenant] **RESIDENT** may not waive his rights under this section
25 except as provided under § 11–137 of this title.

26 (2) At the expiration of the 180–day period a [tenant] **RESIDENT** shall
27 become a [tenant] **RESIDENT** from month–to–month subject to the same rent, terms, and
28 conditions as those existing at the giving of the notice required by subsection (a) of this
29 section, if the [tenant’s] **RESIDENT’S** initial lease has expired and the [tenant] **RESIDENT**
30 has not:

31 (i) Entered into a new lease;

(ii) Vacated under subsection (e) of this section; or

(iii) Been notified in accordance with applicable law prior to the expiration of the 180-day period that he must vacate at the end of that period.

11-102.2.

(b) The owner of a residential facility may not terminate the lease of any [tenant] **RESIDENT** occupying any portion of the owner's residential facility in order to avoid such owner's obligation to give the [tenant] **RESIDENT** the notice required under § 11-102.1 of this title.

(g) If an application for registration is rejected by the Secretary of State pursuant to subsection (d) of this section, or if a registration is revoked by the Secretary of State pursuant to subsection (e) of this section, the Secretary of State may not accept the application or reinstate the registration unless and until the owner has tendered to every [tenant] **RESIDENT** whose lease was terminated in violation of subsection (a) of this section an award for reasonable expenses.

11-111.

(a) (1) The council of unit owners or the body delegated in the bylaws of a condominium to carry out the responsibilities of the council of unit owners may adopt rules for the condominium if:

(ii) Subject to paragraph (2) of this subsection, before a vote is taken on the proposed rule, an open meeting is held to allow each unit owner or [tenant] **RESIDENT** to comment on the proposed rule; and

(c) (1) Each unit owner or [tenant] **RESIDENT** may request an individual exception to a rule adopted while the individual was the unit owner or [tenant] **RESIDENT** of the condominium.

11-136.

(a) (1) **(I)** An owner required to give notice under § 11-102.1 of this title shall offer in writing to each [tenant] **RESIDENT** entitled to receive that notice the right to purchase that portion of the property occupied by the [tenant] **RESIDENT** as [his] **THE RESIDENT'S** residence.

(II) The offer shall be at a price and on terms and conditions at least as favorable as the price, terms, and conditions offered for that portion of the property to any other person during the 180-day period following the giving of the notice required by § 11-102.1 of this title.

(III) Settlement cannot be required any earlier than 120 days after

1 the offer is accepted by the [tenant] **RESIDENT**.

2 (2) The offer to each [tenant] **RESIDENT** shall be made concurrently with
3 the giving of the notice required by § 11–102.1 of this title, shall be a part of that notice,
4 and shall state at least the following:

5 (i) That the offer will terminate upon the earlier to occur of
6 termination of the lease by the [tenant] **RESIDENT** or 60 days after delivery;

7 (ii) That acceptance of the offer by a [tenant] **RESIDENT** who meets
8 the criteria for an extended lease under § 11–137(b) of this title is contingent upon the
9 [tenant] **RESIDENT** not receiving an extended lease;

10 (iii) That settlement cannot be required any earlier than 120 days
11 after acceptance by the [tenant] **RESIDENT**; and

12 (iv) 1. That the household is entitled to reimbursement for
13 moving expenses as provided in subsection (h) of this section.

14 2. Delivery of a notice in the form specified in § 11–102.1(f)
15 of this title meets the requirements of this subparagraph.

16 (3) If the offer to the [tenant] **RESIDENT** under this subsection is not
17 included with the notice required by § 11–102.1 of this title, the 180–day period during
18 which the [tenant] **RESIDENT** is entitled to remain in the [tenant's] **RESIDENT'S** residence
19 does not begin until the [tenant] **RESIDENT** receives the offer.

20 (b) (1) (I) Notwithstanding the provisions of subsection (a) of this section,
21 an owner may make any alterations or additions to the size, location, configuration, and
22 physical condition of the property.

23 (II) The developer is not required to make the boundaries of any
24 portion of the property occupied by a [tenant] **RESIDENT** as the [tenant's] **RESIDENT'S**
25 residence coincide with the boundaries of a unit.

26 (2) (I) In the event the boundaries of any portion of the property
27 occupied by a [tenant] **RESIDENT** as the [tenant's] **RESIDENT'S** residence do not coincide
28 with the boundaries of a unit, then, to the extent reasonable and practicable, the owner
29 shall offer in writing to that [tenant] **RESIDENT** the right to purchase a substantially
30 equivalent portion of the property.

31 (II) The offer shall be at a price and on terms and conditions at least
32 as favorable as the price, terms and conditions offered for that portion of the property to
33 any other person and shall contain the statements required by subsection (a)(2) of this
34 section.

(c) Unless written acceptance of an offer made under subsection (a) or (b) of this section is sooner delivered to the owner by the [tenant] **RESIDENT**, the offer shall terminate, without further act, upon the earlier to occur of:

(1) Termination of the lease by the [tenant] **RESIDENT**; or

(2) 60 days after the offer is delivered to the [tenant] **RESIDENT**.

(d) Acceptance of an offer by a [tenant] **RESIDENT** who meets the criteria for an extended lease under § 11–137(b) of this title shall be contingent upon the [tenant] **RESIDENT** not receiving an extended lease.

(e) If the offer terminates, the owner may not offer to sell that unit at a price or on terms and conditions more favorable to the offeree than the price, terms, and conditions offered to the [tenant] **RESIDENT** during the 180-day period following the giving of the notice required by § 11–102.1 of this title.

(f) Within 75 days after the giving of the notice required by § 11–102.1 of this title, the developer shall provide to any county, incorporated municipality or housing agency which has a right to purchase units in the rental facility under § 11–139 of this title a list of the names and units of all [tenants] **RESIDENTS** who have validly accepted offers made under this section within 60 days of the giving of the notice required by § 11–102.1 of this title, except those offers which have terminated because of the granting of an extended lease under § 11–137 of this title.

11–137.

(a) (1) In this section the following words have the meanings indicated.

(2) **(I)** “Annual income” means the total income from all sources, of a designated household, for the income tax year immediately preceding the year in which the notice is given under § 11–102.1 of this title, whether or not included in the definition of gross income for federal or State tax purposes.

(II) For purposes of this section, the inclusions and exclusions from annual income are the same as those listed in § 9–104(a)(8) of the Tax – Property Article, “gross income” as that term is defined for the property tax credits for homeowners by reason of income and age, but shall not include unreimbursed medical expenses if the [tenant] **RESIDENT** provides reasonable evidence of the unreimbursed medical expenses or consents in writing to authorize disclosure of relevant information regarding medical expense reimbursement at the time of applying for an extended lease.

(b) A developer may not grant a unit in a rental facility occupied by a designated household entitled to receive the notice required by § 11–102.1 of this title without offering to the [tenant] **RESIDENT** of the unit a lease extension for a period of at least 3 years from

the giving of the notice required by § 11–102.1 of this title, if the household meets the following criteria:

(1) Had an annual income which did not exceed the income eligibility figure applicable for the county or incorporated municipality in which the rental facility is located, as provided under subsection (n) of this section;

(2) Is current in its rent payment and has not violated any other material term of the lease; or

(3) Has provided the developer within 60 days after the giving of the notice required by § 11–102.1 of this title with an affidavit under penalty of perjury:

(i) Stating that the household is applying for an extended lease under this section;

(ii) Setting forth the household's annual income for the calendar year preceding the giving of the notice required by § 11–102.1 of this title together with reasonable supporting documentation of the household income and, where applicable, of unreimbursed medical expenses or a written authorization for disclosure of relevant information regarding medical expense reimbursement by doctors, hospitals, clinics, insurance companies, or similar persons, entities, or organizations that provide medical treatment coverage to the household;

(iii) Setting forth facts showing that a member of the household is either an individual with a disability or a senior citizen who, in either event, has been a member of the household for at least 12 months preceding the giving of the notice required by § 11–102.1 of this title; and

(iv) Has executed an extended lease and returned it to the developer within 60 days after the giving of the notice required by § 11–102.1 of this title.

(c) The developer shall deliver to each [tenant] **RESIDENT** entitled to receive the notice required by § 11–102.1 of this title, simultaneously with the notice:

(1) An application on which may be included all of the information required by subsection (b)(3) of this section;

(2) A lease containing the terms required by this section and clearly indicating that the lease will be effective only if:

(i) The [tenant] **RESIDENT** executes and returns the lease not later than 60 days after the giving of the notice required by § 11–102.1 of this title; and

(ii) The household is allocated 1 of the units required to be made available to qualified households based on its ranking under subsection (k) of this section and the number of [tenants] **RESIDENTS** executing and returning leases;

(3) A notice, delivered in the form specified in § 11–102.1(f) of this title, setting forth the rights and obligations of the [tenant] **RESIDENT** under this section; and

(4) A copy of the public offering statement which is registered with the Secretary of State.

(l) (1) If a conversion to condominium involves substantial rehabilitation or reconstruction of such a nature that the work involved does not permit the continued occupancy of a unit because of danger to the health and safety of the [tenants] **RESIDENTS**, then any designated household executing an extended lease under the provisions of this section may be required to vacate their unit not earlier than the expiration of the 180–day period and to relocate at the expense of the developer in a comparable unit in the rental facility to permit such work to be performed.

11–138.

(d) The provisions of any local law or ordinance adopted under this section shall not apply to any of the following transfers of a rental facility:

(4) Any transfer of the interest of one [co-tenant] **CO-RESIDENT** to another [co-tenant] **CO-RESIDENT** by operation of law or otherwise;

11–139.

(a) (1) **(I)** A county or an incorporated municipality may provide by local law or ordinance, that a unit in a rental facility occupied by a [tenant] **RESIDENT** entitled to receive the notice required by § 11–136 of this title may not be granted unless the county, incorporated municipality, or housing agency has first been offered in writing the right to purchase the unit at the same price and on the same terms and conditions initially offered for that unit to any other person.

(II) The local law or ordinance shall designate the title and mailing address of the person to whom the offer to the county, incorporated municipality or housing agency is to be delivered and the title of the person who may accept the offer on behalf of the county, incorporated municipality or housing agency.

(2) **(I)** The local law or ordinance shall provide that the offer to the county, incorporated municipality or housing agency shall be made at the same time an offer is made to a [tenant] **RESIDENT** of the unit under § 11–136 of this title.

(II) If a [tenant] **RESIDENT** accepts an offer of a unit made under § 11–136 of this title, then the rights of the county, incorporated municipality or housing agency to such unit under an offer made under this section, whether or not accepted, shall terminate.

1 14–128.

2 (b) Regardless of the terms of any contract, deed, covenant, restriction,
3 instrument, declaration, rule, bylaw, lease agreement, rental agreement, or any other
4 document concerning the display of flags or decorations by a homeowner or [tenant]
5 **RESIDENT** on residential property, a homeowner or [tenant] **RESIDENT** may not be
6 prohibited from displaying on the premises of the property in which the homeowner or
7 [tenant] **RESIDENT** is entitled to reside one portable, removable flag of the United States
8 in a respectful manner, consistent with 4 U.S.C. §§ 4 through 10, as amended, and subject
9 to reasonable rules and regulations adopted pursuant to subsection (d) of this section.

10 (c) The terms of any contract, deed, covenant, restriction, instrument,
11 declaration, rule, bylaw, lease agreement, rental agreement, or any other document
12 concerning the display of flags or decorations by a homeowner or [tenant] **RESIDENT** on
13 residential property may not prohibit or unduly restrict the right of a homeowner or
14 [tenant] **RESIDENT** to display on the premises of the property in which the homeowner or
15 [tenant] **RESIDENT** is entitled to reside one portable, removable flag of the United States
16 in a respectful manner, consistent with 4 U.S.C. §§ 4 through 10, as amended, and subject
17 to reasonable rules and regulations adopted under subsection (d) of this section.

18 (d) (1) Subject to paragraph (2) of this subsection, the board of directors of a
19 condominium, homeowners association, or housing cooperative, or a [landlord]
20 **RESIDENTIAL HOUSING PROVIDER** may adopt reasonable rules and regulations
21 regarding the placement and manner of display of the flag of the United States and a
22 flagpole used to display the flag of the United States on the premises of the property in
23 which the homeowner or [tenant] **RESIDENT** is entitled to reside.

24 (2) Before adopting any rules or regulations under paragraph (1) of this
25 subsection, the board of directors of the condominium, homeowners association, or housing
26 cooperative, or the [landlord] **RESIDENTIAL HOUSING PROVIDER** shall:

27 (i) Hold an open meeting on the proposed rules and regulations for
28 the purpose of providing affected homeowners and [tenants] **RESIDENTS** an opportunity
29 to be heard; and

30 (ii) Provide advance notice of the time and place of the open meeting
31 by publishing the notice in a community newsletter, on a community bulletin board, by
32 means provided in the documents governing the condominium, homeowners association, or
33 housing cooperative, or in the lease, or by other means reasonably calculated to inform the
34 affected homeowners and [tenants] **RESIDENTS**.

35 14–130.

36 (c) A contract, deed, covenant, restriction, instrument, declaration, rule, bylaw,
37 lease agreement, rental agreement, or any other document concerning the installation or
38 use of clotheslines on single-family property may not prohibit a homeowner or [tenant]

1 **RESIDENT** from installing or using clotheslines on single-family property.

2 (d) Notwithstanding any other provision of law or the terms of any contract, deed,
3 covenant, restriction, instrument, declaration, rule, bylaw, lease agreement, rental
4 agreement, or any other document concerning the installation or use of clotheslines on
5 single-family property, a homeowner or [tenant] **RESIDENT** may not be prohibited from
6 installing or using clotheslines on single-family property.

7 (f) Before adopting any restriction concerning the installation or use of
8 clotheslines on single-family property, a [landlord] **RESIDENTIAL HOUSING PROVIDER**
9 or the governing body of a condominium, homeowners association, or housing cooperative
10 shall:

11 (1) Hold an open meeting on the proposed restriction for the purpose of
12 providing affected homeowners and [tenants] **RESIDENTS** an opportunity to be heard; and

13 (2) Provide advance notice of the time and place of the open meeting by
14 publishing the notice:

15 (i) In a community newsletter;

16 (ii) On a community bulletin board;

17 (iii) By means provided in the lease or governing documents of the
18 condominium, homeowners association, or housing cooperative; or

19 (iv) By other means reasonably calculated to inform the affected
20 homeowners and [tenants] **RESIDENTS**.

21 15–102.

22 Unless otherwise specifically provided in this article, the provisions of this article
23 are applicable on the effective date. In addition,

24 (17) Section 8–203(d) of this article applies to all security deposits held by a
25 [landlord] **RESIDENTIAL HOUSING PROVIDER** before July 1, 1972, with interest accruing
26 from July 1, 1972, and to all security deposits received by the [landlord] **RESIDENTIAL**
27 **HOUSING PROVIDER** on or after July 1, 1972, with interest accruing from the date of
28 receipt.

29 **Article – State Government**

30 20–706.

31 (b) Except as provided in §§ 20–703 and 20–704 of this subtitle, a person may not:

(3) refuse to allow, at the expense of an individual with a disability, reasonable modifications of existing premises occupied or to be occupied by the individual, if:

(ii) for a rental dwelling, the [tenant] **RESIDENT** agrees that, when the [tenant] **RESIDENT** vacates the dwelling, the [tenant] **RESIDENT** will restore, at the [tenant's] **RESIDENT'S** expense, the interior of the dwelling to the condition that existed before the modification, except for reasonable wear and tear;

Article – Tax – Property

9–219.

(a) The Mayor and City Council of Baltimore City or the governing body of a county or of a municipal corporation may grant, by law, a property tax credit against the county or municipal corporation property tax imposed on rental dwellings of owners who provide reduced rents for any [tenant] **RESIDENT** who:

(1) is at least 65 years old;

(2) has been found permanently and totally disabled and has qualified for benefits under:

(i) the Social Security Act;

(ii) the Railroad Retirement Act;

(iii) any federal act for members of the United States armed forces;
or

(iv) any federal retirement system; or

(3) has been found permanently and totally disabled by a county health officer or the Baltimore City Commissioner of Health.

9–304.

(f) (1) (i) In this subsection the following words have the meanings indicated.

(ii) “Market–rate rental housing project” means a multifamily dwelling containing five or more units in which none of the units are subject to government restrictions on the amount of rent charged or the income level of the [tenant] **RESIDENT**.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2020.