

SENATE BILL 910

N1, D1

EMERGENCY BILL

1lr1605
CF HB 1312

By: **Senator Smith**

Introduced and read first time: February 9, 2021

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **COVID-19 Eviction and Housing Relief Act of 2021**

3 FOR the purpose of requiring the Department of Housing and Community Development,
4 in consultation with the Maryland Judiciary and local sheriffs and constables, to
5 collect, maintain, and provide certain access to certain information on eviction
6 actions; requiring certain local sheriffs and constables to compile certain information
7 in a certain manner designated by the Department and to report the information to
8 the Department monthly; requiring a sheriff or constable to provide notice of a
9 residential eviction and a rescheduled residential eviction in a certain manner;
10 requiring a certain notice of eviction to contain certain information and to conform
11 to a certain format; establishing the Maryland Rent Relief Fund as a special,
12 nonlapsing fund; specifying the purpose of the Fund; requiring the Department to
13 administer the Fund; requiring the State Treasurer to hold the Fund and the
14 Comptroller to account for the Fund; specifying the contents of the Fund; specifying
15 the purpose for which the Fund may be used; providing for the investment of money
16 in and expenditures from the Fund; requiring the Department, in consultation with
17 the Judiciary and appropriate stakeholders, to collect and compile information on
18 the legal rights of certain tenants and landlords in certain eviction proceedings;
19 requiring the Department to update and post certain information on residential
20 evictions on the Department's website in a certain manner, and to distribute the
21 information to certain individuals; requiring the Department to create a certain
22 document; requiring the Judiciary to post certain information on its website in a
23 certain manner on the legal rights of certain tenants and landlords in an eviction
24 proceeding; requiring a residential landlord to provide a current or prospective
25 tenant with a certain document when the landlord executes or renews a residential
26 lease and to submit an affidavit attesting that the tenant was provided with the
27 document when filing a complaint with the District Court; creating a moratorium on
28 all residential evictions; authorizing a court to order the immediate restoration of a
29 tenant's quiet enjoyment of a residential property under certain circumstances;
30 prohibiting a landlord from evicting a tenant from leased premises in the absence of
31 just cause under certain circumstances; specifying the circumstances under which

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



just cause exists in certain actions to evict; authorizing a landlord to evict a tenant only after providing certain notice under certain circumstances; requiring a landlord to plead and prove certain facts concerning just cause under certain circumstances; authorizing a certain tenant to raise substantial loss of income as an affirmative defense in an eviction proceeding during a certain period of time; prohibiting a court from giving any judgment for possession or repossession, or warrant for restitution of possession or repossession of residential property if the tenant can demonstrate to the court, through documentation or other objectively verifiable means, certain showings; specifying that a certain affirmative defense does not relieve an individual of an obligation to make payments or to comply with other obligations that the individual may have under a residential lease; prohibiting a landlord from filing a complaint with the District Court to initiate an eviction proceeding if the tenant owes less than a certain amount of unpaid rent; requiring a landlord to comply with a certain provision before the landlord may file a complaint for failure to pay rent; requiring that a landlord plead certain facts in a complaint for failure to pay rent in the District Court under certain circumstances; requiring a landlord to deliver to a tenant a certain written notice in a certain manner before the landlord may file a complaint for failure to pay rent; specifying the content and the format of a certain notice; requiring a landlord to make certain affirmative, good faith efforts during a certain period of time following delivery of a certain notice by the landlord to a tenant; requiring a landlord to conclude certain efforts before the landlord may file a certain complaint; specifying the contents of a certain form that a landlord is required to submit to the District Court when the landlord files a certain complaint; authorizing a tenant to challenge the contents of a certain statement made by a landlord and authorizing the court to dismiss the landlord's complaint under certain circumstances; prohibiting a judgment of possession issued against a tenant during the pendency of a certain proclamation from being applied to the number of judgments necessary to foreclose a tenant's right to redemption; requiring a certain document containing certain information collected by the Department, in consultation with the Judiciary and appropriate stakeholders, to contain references to certain orders that offer COVID-19 specific eviction prevention protections; defining certain terms; providing for the construction of this Act; providing for the effective dates of certain provisions of this Act; providing for the termination of certain provisions of this Act; making this Act an emergency measure; and generally relating to residential evictions.

BY adding to

Article – Housing and Community Development
Section 2–302; and 12–801 through 12–805 to be under the new subtitle “Subtitle 8.
Maryland Rent Relief Fund”
Annotated Code of Maryland
(2019 Replacement Volume and 2020 Supplement)

BY adding to

Article – Real Property
Section 7–114, 8–401(b–2), 8–406, 8–407, and 8A–1101(c)
Annotated Code of Maryland

(2015 Replacement Volume and 2020 Supplement)

BY repealing and reenacting, with amendments,
Article – Real Property
Section 8–401(a), (b)(1), and (e)
Annotated Code of Maryland
(2015 Replacement Volume and 2020 Supplement)

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

Article – Housing and Community Development

2–302.

(A) IN THIS SECTION, “EVICTON DATA” MEANS THE FOLLOWING
INFORMATION RELATED TO EACH WARRANT OF RESTITUTION OR WRIT OF
POSSESSION ISSUED IN ACCORDANCE WITH A JUDGMENT FOR POSSESSION OF
RESIDENTIAL PROPERTY ENTERED UNDER TITLE 7, SUBTITLE 1 OR § 8–401, §
8–402, § 8–402.1, § 8–402.2, OR § 14–132 OF THE REAL PROPERTY ARTICLE:

(1) THE ZIP CODE AND CENSUS TRACT OF THE SUBJECT PREMISES;

(2) THE DATE OF EXECUTION OF THE WARRANT OR WRIT; AND

(3) THE TYPE OF ACTION FROM WHICH THE WARRANT OR WRIT WAS
ISSUED.

(B) (1) THE DEPARTMENT, IN CONSULTATION WITH THE MARYLAND
JUDICIARY AND THE LOCAL SHERIFFS AND CONSTABLES CHARGED WITH THE
EXECUTION OF A WARRANT OF RESTITUTION OR A WRIT OF POSSESSION ON A
RESIDENTIAL REAL PROPERTY, SHALL COLLECT, COMPILE, MAINTAIN, AND
PUBLISH ON THE DEPARTMENT’S WEBSITE, EVICTION DATA.

(2) THE DEPARTMENT SHALL:

(I) ORGANIZE, FORMAT, AND MAKE THE EVICTION DATA
AVAILABLE FOR DOWNLOAD IN OPEN DATA SETS THAT ALLOW AUTOMATED
SEARCHING, SPATIAL ANALYSIS, VISUALIZATIONS, AND PROCESSING; AND

(II) WITHIN 21 DAYS FOLLOWING THE END OF EACH MONTH,
PUBLISH MONTHLY EVICTION DATA ON ITS WEBSITE.

(C) A LOCAL SHERIFF OR CONSTABLE WHO IS CHARGED WITH THE

EXECUTION OF WARRANTS OF RESTITUTION OR WRITS OF POSSESSION SHALL:

(1) COMPILE EVICTION DATA IN A METHOD AND FORMAT DESIGNATED BY THE DEPARTMENT; AND

(2) REPORT EVICTION DATA MONTHLY TO THE DEPARTMENT WITHIN 5 BUSINESS DAYS AFTER THE END OF A MONTH.

Article – Real Property

7–114.

(A) (1) A SHERIFF OR CONSTABLE SHALL PROVIDE WRITTEN NOTICE OF AN EVICTION TO A RESIDENT AT LEAST 48 HOURS BEFORE THE SHERIFF OR CONSTABLE EXECUTES A WRIT OF POSSESSION FOR RESIDENTIAL PROPERTY UNDER THIS SUBTITLE.

(2) IF THE DATE OF EVICTION IS RESCHEDULED, THE SHERIFF OR CONSTABLE SHALL PROVIDE WRITTEN NOTICE OF THE RESCHEDULED EVICTION DATE TO THE RESIDENT AT LEAST 48 HOURS BEFORE THE SHERIFF OR CONSTABLE EXECUTES THE WRIT OF POSSESSION.

(B) THE NOTICE OF EVICTION SHALL STATE THE DATE OF THE EVICTION.

(C) A SHERIFF OR CONSTABLE SHALL PROVIDE NOTICE UNDER THIS SUBSECTION BY POSTING A WRITTEN NOTICE ON THE FRONT DOOR OF THE PREMISES DESCRIBED IN THE WRIT.

(D) THE NOTICE REQUIRED UNDER THE SECTION SHALL:

(1) BE IN SUBSTANTIALLY THE FOLLOWING FORM:

“IMPORTANT NOTICE ABOUT EVICTION

THE SHERIFF OR CONSTABLE WILL EXECUTE A WRIT OF POSSESSION AT (ADDRESS). THE EVICTION WILL OCCUR ON (DATE). IF YOU ARE CURRENTLY RESIDING IN THE PROPERTY, YOU MUST IMMEDIATELY VACATE THE PROPERTY OR YOU WILL BE EVICTED.”;

(2) BE A SEPARATE DOCUMENT;

(3) BEAR THE EMBLEM OF THE SHERIFF’S OR CONSTABLE’S OFFICE;

AND

(4) BE PRINTED IN AT LEAST 12 POINT TYPE.

8-406.

(A) (1) A SHERIFF OR CONSTABLE SHALL PROVIDE NOTICE OF AN EVICTION TO A TENANT, AN ASSIGNEE, OR A SUBTENANT AT LEAST 48 HOURS BEFORE THE SHERIFF OR CONSTABLE EXECUTES A WARRANT OF RESTITUTION FOR RESIDENTIAL PROPERTY UNDER THIS SUBTITLE.

(2) IF THE DATE OF EVICTION IS RESCHEDULED, THE SHERIFF OR CONSTABLE SHALL PROVIDE NOTICE OF THE RESCHEDULED EVICTION DATE TO THE TENANT, ASSIGNEE, OR SUBTENANT AT LEAST 48 HOURS BEFORE THE SHERIFF OR CONSTABLE EXECUTES THE WARRANT OF RESTITUTION FOR RESIDENTIAL PROPERTY.

(B) THE NOTICE OF EVICTION SHALL STATE THE DATE OF THE EVICTION.

(C) A SHERIFF OR CONSTABLE SHALL PROVIDE NOTICE UNDER THIS SUBSECTION BY POSTING A WRITTEN NOTICE ON THE FRONT DOOR OF THE LEASED PREMISES DESCRIBED IN THE WARRANT.

(D) THE NOTICE REQUIRED UNDER THIS SECTION SHALL:

(1) BE WRITTEN IN SUBSTANTIALLY THE FOLLOWING FORM:

“IMPORTANT NOTICE ABOUT EVICTION

THE SHERIFF OR CONSTABLE WILL EXECUTE A WARRANT OF RESTITUTION AT (ADDRESS). THE EVICTION WILL OCCUR ON (DATE). IF YOU ARE CURRENTLY RESIDING IN THE PROPERTY, YOU MUST IMMEDIATELY VACATE THE PROPERTY OR YOU WILL BE EVICTED.”;

(2) BE A SEPARATE DOCUMENT;

(3) BEAR THE EMBLEM OF THE SHERIFF’S OR CONSTABLE’S OFFICE;

AND

(4) BE PRINTED IN AT LEAST 12 POINT TYPE.

8A-1101.

(C) (1) (I) A SHERIFF OR CONSTABLE MUST PROVIDE NOTICE OF AN EVICTION TO A RESIDENT AT LEAST 48 HOURS BEFORE THE SHERIFF OR CONSTABLE EXECUTES A WARRANT OF RESTITUTION FOR RESIDENTIAL PROPERTY UNDER THIS

1 SUBTITLE.

2 (II) IF THE DATE OF EVICTION IS RESCHEDULED, THE SHERIFF
3 OR CONSTABLE MUST PROVIDE NOTICE TO THE RESIDENT OF THE RESCHEDULED
4 EVICTION DATE AT LEAST 48 HOURS BEFORE THE SHERIFF OR CONSTABLE
5 EXECUTES THE WARRANT OF RESTITUTION FOR RESIDENTIAL PROPERTY.

6 (2) THE NOTICE OF EVICTION SHALL STATE THE DATE OF THE
7 EVICTION.

8 (3) A SHERIFF OR CONSTABLE SHALL PROVIDE NOTICE UNDER THIS
9 SUBSECTION BY POSTING A WRITTEN NOTICE ON THE FRONT DOOR OF THE LEASED
10 PREMISES DESCRIBED IN THE WARRANT.

11 (4) THE NOTICE REQUIRED UNDER THIS SUBSECTION SHALL:

12 (I) BE WRITTEN IN SUBSTANTIALLY THE FOLLOWING FORM:

13 “IMPORTANT NOTICE ABOUT EVICTION

14 THE SHERIFF OR CONSTABLE WILL EXECUTE A WARRANT OF RESTITUTION AT
15 (ADDRESS). THE EVICTION WILL OCCUR ON (DATE). IF YOU ARE CURRENTLY
16 RESIDING IN THE PROPERTY, YOU MUST IMMEDIATELY VACATE THE PROPERTY OR
17 YOU WILL BE EVICTED.”;

18 (II) BE A SEPARATE DOCUMENT;

19 (III) BEAR THE EMBLEM OF THE SHERIFF’S OR CONSTABLE’S
20 OFFICE; AND

21 (IV) BE PRINTED IN AT LEAST 12 POINT TYPE.

22 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
23 as follows:

24 Article – Housing and Community Development

25 SUBTITLE 8. MARYLAND RENT RELIEF FUND.

26 12–801.

27 IN THIS SUBTITLE, “FUND” MEANS THE MARYLAND RENT RELIEF FUND.

28 12–802.

1 **(A) THERE IS A MARYLAND RENT RELIEF FUND.**

2 **(B) THE PURPOSE OF THE FUND IS TO PROVIDE GRANTS TO SUPPORT THE**
3 **RESIDENTIAL RENT RELIEF AND EVICTION PREVENTION EFFORTS OF LOCAL**
4 **JURISDICTIONS.**

5 **(C) A LOCAL JURISDICTION THAT RECEIVES A GRANT FROM THE FUND**
6 **SHALL:**

7 **(1) MATCH THE AMOUNT OF THE GRANT; AND**

8 **(2) (I) ESTABLISH A RESIDENTIAL RENT FORGIVENESS PROGRAM**
9 **THAT PROVIDES RENT FORGIVENESS FUNDS DIRECTLY TO LANDLORDS; OR**

10 **(II) ESTABLISH AN EVICTION PREVENTION PROGRAM THAT**
11 **PROVIDES FUNDS DIRECTLY TO RENTERS.**

12 **(D) (1) IF A LOCAL JURISDICTION ESTABLISHES A RENT FORGIVENESS**
13 **PROGRAM UNDER THIS SUBTITLE THAT PROVIDES FUNDS DIRECTLY TO A**
14 **LANDLORD, THE LOCAL JURISDICTION SHALL RESERVE 10% OF THE PROGRAM'S**
15 **FUNDS FOR A LANDLORD THAT LEASES 10 OR FEWER UNITS.**

16 **(2) A LOCAL JURISDICTION MAY DISTRIBUTE FUNDS RESERVED**
17 **UNDER PARAGRAPH (1) OF THIS SUBSECTION TO A LANDLORD THAT LEASES MORE**
18 **THAN 10 UNITS IF THE LOCAL JURISDICTION IS UNABLE TO DISTRIBUTE THE FUNDS**
19 **TO A LANDLORD THAT LEASES 10 OR FEWER UNITS.**

20 **(E) A LANDLORD THAT RECEIVES FUNDS UNDER A LOCAL JURISDICTION'S**
21 **RENT FORGIVENESS PROGRAM TO COVER THE UNPAID RENT OF A TENANT SHALL:**

22 **(1) AGREE TO FORGIVE 20% OF THE PAST DUE RENT OWED BY THE**
23 **TENANT;**

24 **(2) WAIVE ALL FEES AND COSTS INCURRED BY THE TENANT FOR**
25 **FAILURE TO PAY RENT, INCLUDING UTILITY FEES; AND**

26 **(3) NOT FILE FOR EVICTION, AND DISMISS ANY COMPLAINT ALREADY**
27 **FILED AGAINST THE TENANT.**

28 **12-803.**

29 **(A) THE DEPARTMENT SHALL ADMINISTER THE FUND.**

(B) (1) THE FUND IS A SPECIAL, NONLAPSING FUND THAT IS NOT SUBJECT TO § 7-302 OF THE STATE FINANCE AND PROCUREMENT ARTICLE.

(2) THE STATE TREASURER SHALL HOLD THE FUND SEPARATELY, AND THE COMPTROLLER SHALL ACCOUNT FOR THE FUND.

(C) THE FUND CONSISTS OF:

(1) MONEY APPROPRIATED IN THE STATE BUDGET TO THE FUND; AND

(2) ANY OTHER MONEY FROM ANY OTHER SOURCE ACCEPTED FOR THE BENEFIT OF THE FUND.

12-804.

THE FUND MAY BE USED ONLY FOR RESIDENTIAL RENT FORGIVENESS AND EVICTION PREVENTION.

12-805.

(A) (1) THE STATE TREASURER SHALL INVEST THE MONEY OF THE FUND IN THE SAME MANNER AS OTHER STATE MONEY MAY BE INVESTED.

(2) ANY INTEREST EARNINGS OF THE FUND SHALL BE CREDITED TO THE GENERAL FUND OF THE STATE.

(B) MONEY EXPENDED FROM THE FUND FOR RESIDENTIAL RENT FORGIVENESS AND EVICTION PREVENTION IS SUPPLEMENTAL TO AND IS NOT INTENDED TO TAKE THE PLACE OF FUNDING THAT OTHERWISE WOULD BE APPROPRIATED FOR RESIDENTIAL RENT FORGIVENESS AND EVICTION PREVENTION PROGRAMS IN THE STATE.

SECTION 3. AND BE IT FURTHER ENACTED, That the Laws of Maryland read as follows:

Article – Real Property

8-407.

(A) THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, IN CONSULTATION WITH THE MARYLAND JUDICIARY AND APPROPRIATE STAKEHOLDERS, SHALL COLLECT AND COMPILE INFORMATION TO HELP RESIDENTIAL TENANTS AND LANDLORDS UNDERSTAND THEIR LEGAL RIGHTS IN AN

1 EVICTION PROCEEDING, INCLUDING:

2 (1) INFORMATION ON THE LEGAL RIGHTS OF A TENANT IN AN
3 EVICTION PROCEEDING, INCLUDING THAT AN EVICTION IS A LEGAL PROCESS AND A
4 LANDLORD MAY NOT REMOVE A TENANT FROM THE PROPERTY WITHOUT DUE
5 PROCESS OF LAW;

6 (2) AFFIRMATIVE DEFENSES THAT ARE AVAILABLE TO A TENANT IN
7 AN EVICTION PROCEEDING;

8 (3) REFERENCES TO AGENCY ORDERS AND EXECUTIVE ORDERS
9 CURRENTLY IN EFFECT THAT ALTER THE STATE'S EVICTION PROCEEDINGS;

10 (4) RESOURCES THAT ARE AVAILABLE TO TENANTS WHO ARE FACING
11 A POTENTIAL EVICTION;

12 (5) A SAMPLE FAIR AND EQUITABLE PAYMENT PLAN FOR USE IN A
13 FAILURE TO PAY RENT CASE; AND

14 (6) ADDITIONAL INFORMATION ON THE RIGHTS OF TENANTS AND
15 LANDLORDS IN EVICTION PROCEEDINGS.

16 (B) THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
17 SHALL:

18 (1) POST THE INFORMATION COLLECTED UNDER SUBSECTION (A) OF
19 THIS SECTION ON THE DEPARTMENT OF HOUSING AND COMMUNITY
20 DEVELOPMENT'S WEBSITE IN ENGLISH AS WELL AS OTHER APPROPRIATE
21 LANGUAGES;

22 (2) DISTRIBUTE THE INFORMATION TO STAKEHOLDERS AND THE
23 HOUSING AGENCIES OF LOCAL JURISDICTIONS;

24 (3) UPDATE THE INFORMATION AS NEEDED AND ENSURE THAT
25 UPDATED COPIES OF THE KNOW YOUR RIGHTS DOCUMENT ARE DISTRIBUTED; AND

26 (4) CREATE A KNOW YOUR RIGHTS DOCUMENT THAT SUMMARIZES
27 THE INFORMATION AND CONTAINS THE WEBSITE ADDRESS TO THE DEPARTMENT OF
28 HOUSING AND COMMUNITY DEVELOPMENT'S FULL COLLECTION OF INFORMATION.

29 (C) THE MARYLAND JUDICIARY SHALL POST THE INFORMATION
30 COLLECTED UNDER SUBSECTION (A) OF THIS SECTION ON THE JUDICIARY'S
31 WEBSITE IN ENGLISH AS WELL AS OTHER APPROPRIATE LANGUAGES.

(D) A LANDLORD OF RESIDENTIAL PROPERTY SHALL:

(1) PROVIDE A CURRENT OR PROSPECTIVE TENANT WITH A KNOW YOUR RIGHTS DOCUMENT PREPARED BY THE DEPARTMENT WHEN THE LANDLORD EXECUTES OR RENEWS A RESIDENTIAL LEASE; AND

(2) WHEN THE LANDLORD FILES A COMPLAINT WITH THE DISTRICT COURT SEEKING TO EVICT A TENANT, SUBMIT AN AFFIDAVIT STATING THAT THE LANDLORD PROVIDED THE TENANT WITH A COPY OF THE KNOW YOUR RIGHTS DOCUMENT.

SECTION 4. AND BE IT FURTHER ENACTED, That:

(a) In this section, “evict” means to take any action, judicial or non-judicial, to initiate, maintain, or enforce the removal of a tenant from residential property.

(b) This section applies only to residential leases.

(c) (1) There is a moratorium on all residential evictions during the state of emergency declared by the Governor in the proclamation of March 5, 2020, “Declaration of State of Emergency and Existence of Catastrophic Health Emergency – COVID-19”.

(2) Notwithstanding Subtitle 4, Title 8 of the Real Property Article, a landlord may not evict a residential tenant during the moratorium on all residential evictions.

(d) If the court finds that a landlord evicted a tenant in violation of the eviction moratorium, the court may order the immediate restoration of the tenant’s quiet enjoyment of the residential property.

(e) This Section may not be construed as relieving any person of any obligation to make payments or to comply with any other obligation that the person may have under a lease.

SECTION 5. AND BE IT FURTHER ENACTED, That:

(a) In this section, “evict” means to take any action, judicial or non-judicial, to initiate, maintain, or enforce the removal of a tenant from residential property.

(b) This section applies only to residential leases.

(c) A landlord may not evict a tenant from a dwelling unit that is subject to a residential lease, written or oral, except for just cause.

(d) For purposes of this section, just cause exists if:

1 (1) a tenant has caused a substantial breach of the lease or substantial
2 damage to the leased premises or another area of the property and, after receiving notice
3 to cure or correct the breach or pay the reasonable cost of repairing the damage, the tenant
4 fails to comply;

5 (2) after receiving notice to cease, a tenant continues to engage in
6 disorderly conduct that disturbs other tenants' peaceful enjoyment of the premises;

7 (3) a tenant has engaged in illegal activity on the leased premises or on a
8 public right-of-way abutting the leased premises;

9 (4) a tenant, without reasonable cause, refuses to grant the landlord access
10 to the leased premises for the purpose of making repairs or improvements or inspecting the
11 leased premises, or as otherwise authorized under the residential lease or applicable law;

12 (5) a landlord, in good faith, seeks to recover possession of the leased
13 premises for use by the landlord or the landlord's spouse, child, parent, or grandparent;

14 (6) a landlord, in good faith, seeks to permanently remove the leased
15 premises from the rental market; or

16 (7) a landlord, after having obtained all necessary permits, seeks to
17 undertake substantial repairs or renovations that cannot be completed while the leased
18 premises are occupied.

19 (e) (1) Notwithstanding any other provision of law, a landlord may file to evict
20 a tenant only after providing the tenant with not less than 60 days' notice.

21 (2) The notice required under this subsection shall:

22 (i) state the just cause, as required under subsection (d) of this
23 section, on which the action to evict is based; and

24 (ii) be sent by first-class mail, return receipt requested.

25 (f) The basis for just cause shall be included in the complaint to evict that is filed
26 in the District Court.

27 (g) The landlord shall plead and prove the specific facts that demonstrate the just
28 cause on which the complaint is based.

29 (h) If the court finds that a landlord evicted a tenant in violation of the eviction
30 moratorium under this section, the court may order the immediate restoration of the
31 tenant's quiet enjoyment of the residential property.

32 SECTION 6. AND BE IT FURTHER ENACTED, That:

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

(2) “Evict” means to take any action, judicial or nonjudicial, to initiate, maintain, or enforce the removal of a tenant from residential property.

(3) “Substantial loss of income” means a substantial loss of income resulting from COVID-19 or the Governor’s proclamation issued March 5, 2020, “Declaration of State of Emergency and Existence of Catastrophic Health Emergency – COVID-19”, including, due to job loss, reduction in compensated hours of work, closure of place of employment, or the need to miss work to care for a home-bound, school-age child.

(b) This section applies only to residential leases.

(c) A tenant may raise substantial loss of income as an affirmative defense in an eviction proceeding.

(d) Notwithstanding § 8-401 of the Real Property Article, a court may not give any judgment for possession or repossession, or warrant for restitution of possession or repossession of residential property, if the tenant can demonstrate to the court, through documentation or other objectively verifiable means, that:

(1) a tenant has suffered a substantial loss of income; and

(2) due to the substantial loss of income, the tenant is unable to pay rent or utility fees, or will be homeless if the tenant is evicted.

(e) Notwithstanding § 8-402 of the Real Property Article, a court may not give any judgment for possession or repossession, or warrant for restitution of possession or repossession of residential property if the tenant demonstrates to the court, through documentation or other objectively verifiable means, that the tenant is holding over because the tenant suffered a substantial loss of income or will be homeless if the tenant is evicted.

(f) (1) Notwithstanding §§ 8-204 and 8-402.1 of the Real Property Article, a court may not give any judgment for possession or repossession, or warrant for restitution of possession or repossession of residential property, if:

(i) a tenant can demonstrate to the court, through documentation or other objectively verifiable means, that the tenant has suffered a substantial loss of income; and

(ii) the alleged breach of lease was caused by or related to the tenant’s substantial loss of income.

(2) The fact that a tenant, or any person permissibly cohabiting with the tenant under the terms of the lease, has a confirmed diagnosis of COVID-19 or is under

investigation for COVID–19, may not constitute a “clear and imminent danger” for purposes of § 8–402.1(a)(1)(i)2B of the Real Property Article.

(g) Except as specifically provided in this section, §§ 8–204, 8–401, 8–402, and 8–402.1 of the Real Property Article remain in effect in accordance with their terms.

(h) This section may not be construed as relieving any person of any obligation to make payments or to comply with any other obligation that the person may have under a lease.

SECTION 7. AND BE IT FURTHER ENACTED, That the Laws of Maryland read as follows:

Article – Real Property

8–401.

(a) **(1) [Whenever] SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, WHENEVER** the tenant or tenants fail to pay the rent when due and payable, it shall be lawful for the landlord to have again and repossess the premises.

(2) A LANDLORD MAY NOT FILE A COMPLAINT FOR FAILURE TO PAY RENT UNDER A RESIDENTIAL LEASE IF THE TENANT OR TENANTS OWE LESS THAN \$600 OF UNPAID RENT, EXCLUDING ANY LATE FEES OR UTILITY BILLS.

(b) (1) Whenever any landlord shall desire to repossess any premises to which the landlord is entitled under the provisions of subsection (a) of this section, the landlord or the landlord’s duly qualified agent or attorney shall file the landlord’s written complaint under oath or affirmation, in the District Court of the county wherein the property is situated:

(i) Describing in general terms the property sought to be repossessed;

(ii) Setting forth the name of each tenant to whom the property is rented or any assignee or subtenant;

(iii) **1. Stating the amount of rent and any late fees due and unpaid, less the amount of any utility bills, fees, or security deposits paid by a tenant under § 7–309 of the Public Utilities Article; OR**

2. IF THE ACTION IS FOR REPOSSESSION OF RESIDENTIAL PROPERTY, STATING THE AMOUNT OF RENT, NOT LESS THAN \$600, AND ANY LATE FEES DUE AND UNPAID, LESS THE AMOUNT OF ANY UTILITY BILLS, FEES, OR SECURITY DEPOSITS PAID BY A TENANT UNDER § 7–309 OF THE PUBLIC UTILITIES ARTICLE;

(iv) Requesting to repossess the premises and, if requested by the landlord, a judgment for the amount of rent due, costs, and any late fees, less the amount of any utility bills, fees, or security deposits paid by a tenant under § 7–309 of the Public Utilities Article;

(v) If applicable, stating that, to the best of the landlord’s knowledge, the tenant is deceased, intestate, and without next of kin; [and]

(vi) If the property to be repossessed is an affected property as defined in § 6–801 of the Environment Article, stating that the landlord has registered the affected property as required under § 6–811 of the Environment Article and renewed the registration as required under § 6–812 of the Environment Article and:

1. A. If the current tenant moved into the property on or after February 24, 1996, stating the inspection certificate number for the inspection conducted for the current tenancy as required under § 6–815(c) of the Environment Article; or

B. On or after February 24, 2006, stating the inspection certificate number for the inspection conducted for the current tenancy as required under § 6–815(c), § 6–817(b), or § 6–819(f) of the Environment Article; or

2. Stating that the owner is unable to provide an inspection certificate number because:

A. The owner has requested that the tenant allow the owner access to the property to perform the work required under Title 6, Subtitle 8 of the Environment Article;

B. The owner has offered to relocate the tenant in order to allow the owner to perform work if the work will disturb the paint on the interior surfaces of the property and to pay the reasonable expenses the tenant would incur directly related to the relocation; and

C. The tenant has refused to allow access to the owner or refused to vacate the property in order for the owner to perform the required work; AND

(VII) IF THE COMPLAINT FOR REPOSSESSION IS FOR A RESIDENTIAL PROPERTY, ATTACHING THE COMPLETED FORM REQUIRED UNDER SUBSECTION (B–2)(8) OF THIS SECTION.

(B–2) (1) IN THIS SUBSECTION, “RENTAL ASSISTANCE” MEANS MONEY GRANTED TO A LANDLORD OR A TENANT BY A GOVERNMENTAL ENTITY TO SATISFY THE AMOUNT OF RENT DUE AND OWING TO THE LANDLORD.

1 **(2) THIS SUBSECTION APPLIES ONLY TO AN ACTION FOR THE**
2 **REPOSSESSION OF RESIDENTIAL PROPERTY FOR FAILURE TO PAY RENT.**

3 **(3) BEFORE A LANDLORD MAY FILE A COMPLAINT UNDER**
4 **SUBSECTION (B) OF THIS SECTION, THE LANDLORD SHALL DELIVER TO THE TENANT**
5 **A WRITTEN NOTICE THAT INCLUDES:**

6 **(I) THE DATE OF THE NOTICE AND A DESCRIPTION OF THE**
7 **MANNER OF DELIVERY OF THE NOTICE;**

8 **(II) A DESCRIPTION OF THE PAST DUE RENT THE LANDLORD**
9 **CLAIMS IS DUE AND OWING, INCLUDING:**

10 **1. THE AMOUNT OF RENT DUE TO THE LANDLORD,**
11 **EXCLUDING CHARGES RELATED TO UTILITIES, SERVICES, FEES, FINES, OR COURT**
12 **COSTS; AND**

13 **2. THE AMOUNT OF RENT DUE FOR EACH RENTAL**
14 **PERIOD UNDER THE LEASE AND THE DAY THAT THE RENT IS DUE FOR EACH RENTAL**
15 **PERIOD;**

16 **(III) A REQUEST THAT THE TENANT TAKE THE FOLLOWING**
17 **STEPS WITHIN 10 DAYS AFTER RECEIPT OF THE NOTICE:**

18 **1. NOTIFY THE LANDLORD OF ANY SUBSTANTIAL LOSS**
19 **OF INCOME RESULTING FROM COVID-19 OR THE GOVERNOR'S PROCLAMATION**
20 **ISSUED MARCH 5, 2020, "DECLARATION OF STATE OF EMERGENCY AND EXISTENCE**
21 **OF CATASTROPHIC HEALTH EMERGENCY – COVID-19", INCLUDING SUBSTANTIAL**
22 **LOSS OF INCOME DUE TO JOB LOSS, REDUCTION IN COMPENSATED HOURS OF WORK,**
23 **CLOSURE OF PLACE OF EMPLOYMENT, OR THE NEED TO MISS WORK TO CARE FOR A**
24 **HOME-BOUND, SCHOOL-AGE CHILD;**

25 **2. NOTIFY THE LANDLORD OF THE STATUS OF ANY**
26 **APPLICATION FOR RENTAL ASSISTANCE THAT THE TENANT INTENDS TO USE TO**
27 **SATISFY THE AMOUNT OF RENT DUE AND OWING TO THE LANDLORD;**

28 **3. IF NO APPLICATION FOR RENTAL ASSISTANCE IS**
29 **PENDING, REQUEST AN APPOINTMENT WITH THE LANDLORD FOR THE PURPOSE OF**
30 **COMPLETING A RENTAL ASSISTANCE APPLICATION; AND**

31 **4. IF THE TENANT HAS BEEN FOUND INELIGIBLE FOR**
32 **RENTAL ASSISTANCE, SET AN APPOINTMENT WITH THE LANDLORD TO NEGOTIATE A**
33 **PAYMENT PLAN THROUGH A NEUTRAL THIRD-PARTY MEDIATOR;**

1 (IV) THE CONTACT INFORMATION FOR THE LANDLORD;

2 (V) A STATEMENT THAT THE LANDLORD MAY INITIATE AN
3 ACTION FOR REPOSSESSION OF THE RENTAL PROPERTY IN THE DISTRICT COURT IF
4 THE TENANT DOES NOT RESPOND WITHIN 10 DAYS AFTER DELIVERY OF THE
5 WRITTEN NOTICE AND THAT THE TENANT HAS THE LEGAL RIGHT TO DISPUTE THE
6 CHARGES;

7 (VI) CONTACT INFORMATION FOR LOCAL PROVIDERS OF
8 RENTAL ASSISTANCE AND FREE CIVIL LEGAL SERVICES; AND

9 (VII) CONTACT INFORMATION FOR THE DISTRICT COURT'S
10 ALTERNATIVE DISPUTE RESOLUTION OFFICE AND THE DISTRICT COURT'S HELP
11 CENTERS.

12 (4) THE TYPE OF THE NOTICE UNDER THIS SUBSECTION SHALL BE AS
13 FOLLOWS:

14 (I) THE TITLE, "NOTICE OF DELINQUENCY AND LEGAL
15 RIGHTS. THIS IS NOT AN EVICTION NOTICE" SHALL BE IN 16 POINT TYPE;

16 (II) THE TEXT OF THE NOTICE SHALL BE IN 14 POINT TYPE; AND

17 (III) THE CONTACT INFORMATION OF THE LANDLORD SHALL BE
18 IN BOLD.

19 (5) THE NOTICE UNDER THIS SUBSECTION SHALL BE:

20 (I) DELIVERED BY FIRST-CLASS MAIL; AND

21 (II) AFFIXED ON THE FRONT DOOR OF THE LEASED PREMISES
22 OR, IF ELECTED BY THE TENANT, DELIVERED ELECTRONICALLY TO AN E-MAIL
23 ADDRESS PROVIDED BY THE TENANT TO THE LANDLORD.

24 (6) DURING THE 10 DAYS AFTER THE DAY ON WHICH THE NOTICE
25 UNDER THIS SUBSECTION IS DELIVERED, THE LANDLORD SHALL MAKE
26 AFFIRMATIVE, GOOD-FAITH EFFORTS TO CURE THE UNPAID RENT, INCLUDING:

27 (I) AS APPLICABLE, INITIATING AN APPLICATION FOR RENTAL
28 ASSISTANCE OR COOPERATING WITH THE TENANT'S APPLICATION FOR RENTAL
29 ASSISTANCE; AND

1 **(II) IF THE LANDLORD CANNOT SECURE PAYMENT OF THE RENT**
2 **THROUGH AN APPLICATION FOR RENTAL ASSISTANCE, NEGOTIATING A FAIR AND**
3 **EQUITABLE PAYMENT PLAN OR OTHER AGREEMENT THROUGH THE DISTRICT**
4 **COURT’S ALTERNATIVE DISPUTE RESOLUTION OFFICE.**

5 **(7) THE REQUIREMENTS UNDER PARAGRAPH (6) OF THIS**
6 **SUBSECTION ARE SATISFIED IF A TENANT:**

7 **(I) DOES NOT RESPOND TO THE NOTICE UNDER PARAGRAPH**
8 **(3) OF THIS SUBSECTION WITHIN 10 DAYS AFTER DELIVERY OF THE NOTICE;**

9 **(II) FAILS OR REFUSES TO PARTICIPATE IN THE COMPLETION**
10 **OF AN APPLICATION FOR RENTAL ASSISTANCE, THE NEGOTIATION OF A PAYMENT**
11 **PLAN, OR OTHER AGREEMENT UNDER PARAGRAPH (6) OF THIS SUBSECTION; OR**

12 **(III) MATERIALLY BREACHES THE TERMS OF A PAYMENT PLAN**
13 **OR OTHER AGREEMENT.**

14 **(8) (I) A COMPLAINT FOR REPOSSESSION OF RESIDENTIAL**
15 **PROPERTY FOR FAILURE TO PAY RENT SHALL INCLUDE A STATEMENT, ON A FORM**
16 **PROVIDED BY THE COURT, THAT:**

17 **1. AFFIRMS AND STATES THE DATE THAT THE**
18 **LANDLORD DELIVERED THE NOTICE REQUIRED UNDER PARAGRAPH (3) OF THIS**
19 **SUBSECTION;**

20 **2. CERTIFIES THAT THE LANDLORD HAS NO**
21 **KNOWLEDGE OF A SUBSTANTIAL LOSS OF INCOME SUFFERED BY THE TENANT**
22 **RELATED TO COVID-19 OR THE GOVERNOR’S PROCLAMATION ISSUED MARCH 5,**
23 **2020, “DECLARATION OF STATE OF EMERGENCY AND EXISTENCE OF**
24 **CATASTROPHIC HEALTH EMERGENCY – COVID-19”, INCLUDING, DUE TO JOB**
25 **LOSS, REDUCTION IN COMPENSATED HOURS OF WORK, CLOSURE OF PLACE OF**
26 **EMPLOYMENT, OR THE NEED TO MISS WORK TO CARE FOR A HOME-BOUND,**
27 **SCHOOL-AGE CHILD;**

28 **3. STATES THAT THE LANDLORD MADE AN**
29 **AFFIRMATIVE, GOOD-FAITH EFFORT UNDER PARAGRAPH (6) OF THIS SUBSECTION**
30 **TO RESOLVE THE LANDLORD’S CLAIM THROUGH THE APPLICATION FOR RENTAL**
31 **ASSISTANCE OR NEGOTIATION OF A PAYMENT PLAN OR OTHER AGREEMENT AND HAS**
32 **CONCLUDED THESE EFFORTS;**

33 **4. STATES THE AFFIRMATIVE, GOOD-FAITH EFFORT**
34 **UNDER PARAGRAPH (6) OF THIS SUBSECTION THE LANDLORD TOOK, AND THE DATES**

1 **THESE EFFORTS WERE INITIATED AND COMPLETED; AND**

2 **5. STATES THAT ALL EFFORTS MADE UNDER THIS**
3 **SUBSECTION FAILED TO SATISFY THE LANDLORD'S CLAIM FOR UNPAID RENT.**

4 **(II) A TENANT MAY CHALLENGE THE CONTENTS OF THE**
5 **STATEMENT PROVIDED BY THE LANDLORD UNDER THIS PARAGRAPH AND THE**
6 **COURT MAY DISMISS THE LANDLORD'S COMPLAINT ON A SHOWING OF SUFFICIENT**
7 **CAUSE FOR FAILURE TO COMPLY WITH THIS SUBSECTION.**

8 (e) (1) Subject to paragraph (2) of this subsection, in any action of summary
9 ejectment for failure to pay rent where the landlord is awarded a judgment giving the
10 landlord restitution of the leased premises, the tenant shall have the right to redemption
11 of the leased premises by tendering in cash, certified check or money order to the landlord
12 or the landlord's agent all past due amounts, as determined by the court under subsection
13 (c) of this section, plus all court awarded costs and fees, at any time before actual execution
14 of the eviction order.

15 (2) This subsection does not apply to any tenant against whom 3 judgments
16 of possession have been entered for rent due and unpaid in the 12 months prior to the
17 initiation of the action to which this subsection otherwise would apply.

18 **(3) A JUDGMENT OF POSSESSION ISSUED AGAINST A TENANT DURING**
19 **THE PENDENCY OF THE PROCLAMATION OF MARCH 5, 2020, "DECLARATION OF**
20 **STATE OF EMERGENCY AND EXISTENCE OF CATASTROPHIC HEALTH EMERGENCY**
21 **– COVID-19", MAY NOT BE APPLIED TO THE NUMBER OF JUDGMENTS NECESSARY**
22 **TO FORECLOSE A TENANT'S RIGHT TO REDEMPTION UNDER PARAGRAPH (2) OF THIS**
23 **SUBSECTION.**

24 **SECTION 8. AND BE IT FURTHER ENACTED, That a landlord may not:**

25 (a) increase the rent of a tenant; or

26 (b) charge a tenant a fine or fee for the nonpayment or late payment of rent,
27 including late fees, administrative fees related to rent, collection fees, court costs not
28 awarded by a court, or liquidated or other damages for nonpayment or late payment of rent.

29 **SECTION 9. AND BE IT FURTHER ENACTED, That the Laws of Maryland read**
30 **as follows:**

31 **Article – Real Property**

32 8-401.

33 (a) (1) [Whenever] **SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION,**
34 **WHENEVER** the tenant or tenants fail to pay the rent when due and payable, it shall be

1 lawful for the landlord to have again and repossess the premises.

2 **(2) A LANDLORD MAY NOT FILE A COMPLAINT FOR FAILURE TO PAY**
3 **RENT UNDER A RESIDENTIAL LEASE IF THE TENANT OR TENANTS OWE LESS THAN**
4 **\$600 OF UNPAID RENT, EXCLUDING ANY LATE FEES OR UTILITY BILLS.**

5 (b) (1) Whenever any landlord shall desire to repossess any premises to which
6 the landlord is entitled under the provisions of subsection (a) of this section, the landlord
7 or the landlord's duly qualified agent or attorney shall file the landlord's written complaint
8 under oath or affirmation, in the District Court of the county wherein the property is
9 situated:

10 (i) Describing in general terms the property sought to be
11 repossessed;

12 (ii) Setting forth the name of each tenant to whom the property is
13 rented or any assignee or subtenant;

14 (iii) 1. Stating the amount of rent and any late fees due and
15 unpaid, less the amount of any utility bills, fees, or security deposits paid by a tenant under
16 § 7–309 of the Public Utilities Article; **OR**

17 **2. IF THE ACTION IS FOR REPOSSESSION OF**
18 **RESIDENTIAL PROPERTY, STATING THE AMOUNT OF RENT, NOT LESS THAN \$600,**
19 **AND ANY LATE FEES DUE AND UNPAID, EXCLUDING ANY UTILITY BILLS, FEES, OR**
20 **SECURITY DEPOSITS PAID BY A TENANT UNDER § 7–309 OF THE PUBLIC UTILITIES**
21 **ARTICLE;**

22 (iv) Requesting to repossess the premises and, if requested by the
23 landlord, a judgment for the amount of rent due, costs, and any late fees, less the amount
24 of any utility bills, fees, or security deposits paid by a tenant under § 7–309 of the Public
25 Utilities Article;

26 (v) If applicable, stating that, to the best of the landlord's knowledge,
27 the tenant is deceased, intestate, and without next of kin; and

28 (vi) If the property to be repossessed is an affected property as
29 defined in § 6–801 of the Environment Article, stating that the landlord has registered the
30 affected property as required under § 6–811 of the Environment Article and renewed the
31 registration as required under § 6–812 of the Environment Article and:

32 1. A. If the current tenant moved into the property on or
33 after February 24, 1996, stating the inspection certificate number for the inspection
34 conducted for the current tenancy as required under § 6–815(c) of the Environment Article;
35 or

36 B. On or after February 24, 2006, stating the inspection

certificate number for the inspection conducted for the current tenancy as required under § 6–815(c), § 6–817(b), or § 6–819(f) of the Environment Article; or

2. Stating that the owner is unable to provide an inspection certificate number because:

A. The owner has requested that the tenant allow the owner access to the property to perform the work required under Title 6, Subtitle 8 of the Environment Article;

B. The owner has offered to relocate the tenant in order to allow the owner to perform work if the work will disturb the paint on the interior surfaces of the property and to pay the reasonable expenses the tenant would incur directly related to the relocation; and

C. The tenant has refused to allow access to the owner or refused to vacate the property in order for the owner to perform the required work.

SECTION 10. AND BE IT FURTHER ENACTED, That:

(a) The Know Your Rights document and collected information under Section 3 of this Act shall include COVID–19–specific eviction prevention protections, including all in effect:

(1) federal executive orders and agency orders, including orders issued by the Centers for Disease Control and Prevention; and

(2) executive orders issued by the Governor.

(b) If an order under subsection (a) contains a sample declaration for a tenant to exercise a right under the order, the sample declaration shall be included in the Know Your Rights document and collected information under Section 3 of this Act.

SECTION 11. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall remain effective through April 30, 2025, and, at the end of April 30, 2025, Section 2 of this Act, with no further action required by the General Assembly, shall be abrogated and of no further force and effect.

SECTION 12. AND BE IT FURTHER ENACTED, That Sections 3 and 10 of this Act shall take effect June 1, 2021.

SECTION 13. AND BE IT FURTHER ENACTED, That Section 4 of this Act shall remain effective through the date one day after the Governor rescinds the proclamation of March 5, 2020, “Declaration of State of Emergency and Existence of Catastrophic Health Emergency – COVID–19”, and at the end of that date, Section 4 of this Act, with no further action required by the General Assembly, shall be abrogated and of no further force and effect.

1 SECTION 14. AND BE IT FURTHER ENACTED, That Sections 5 and 6 of this Act
2 shall take effect on the abrogation of Section 4 of this Act, in accordance with Section 13 of
3 this Act, and shall remain in effect until April 30, 2022, and at the end of April 30, 2022,
4 Sections 5 and 6 of this Act, with no further action required by the General Assembly, shall
5 be abrogated and of no further force and effect.

6 SECTION 15. AND BE IT FURTHER ENACTED, That Sections 7 and 8 of this Act
7 shall remain effective through April 30, 2022, and, at the end of April 30, 2022, Sections 7
8 and 8 of this Act, with no further action required by the General Assembly, shall be
9 abrogated and of no further force and effect.

10 SECTION 16. AND BE IT FURTHER ENACTED, That Section 9 of this Act shall
11 take effect May 1, 2022.

12 SECTION 17. AND BE IT FURTHER ENACTED, That this Act is an emergency
13 measure, is necessary for the immediate preservation of the public health or safety, has
14 been passed by a yea and nay vote supported by three-fifths of all the members elected to
15 each of the two Houses of the General Assembly, and, except as provided in Sections 12, 13,
16 14, and 16 of this Act, this Act shall take effect from the date it is enacted.