

HOUSE BILL 693

N1, C9

4lr4517
CF SB 481

By: **The Speaker (By Request – Departmental – Housing and Community Development) and Delegates Allen, Amprey, Bhandari, Boaf, Boyce, Conaway, Ebersole, Embry, Fennell, Foley, Grossman, Guzzone, Harris, Henson, Hill, Ivey, Jackson, D. Jones, Kaufman, J. Long, McCaskill, Palakovich Carr, Pasteur, Patterson, Phillips, Pruski, Roberson, Rogers, Ruff, Ruth, Simmons, Simpson, Solomon, Stewart, Taveras, Taylor, Turner, Valderrama, Watson, White Holland, and Williams**

Introduced and read first time: January 25, 2024

Assigned to: Environment and Transportation and Judiciary

A BILL ENTITLED

1 AN ACT concerning

2 **Renters' Rights and Stabilization Act of 2024**

3 FOR the purpose of increasing surcharges for certain landlord–tenant cases filed in the
4 District Court and prohibiting the court from assigning the surcharge against a
5 tenant; altering the priority and criteria in the Statewide Rental Assistance Voucher
6 Program that are followed by the Department of Housing and Community
7 Development and public housing agencies for providing vouchers and housing
8 assistance payments to families; establishing the Office of Tenants' Rights in the
9 Department and requiring the Office to develop and publish a Maryland Tenants'
10 Bill of Rights; requiring the most recently published version of the Maryland
11 Tenants' Bill of Rights to be included as part of a residential lease; limiting the
12 maximum security deposit required by a residential lease to 1 month's rent;
13 extending the time period between the granting of a judgment of possession in favor
14 of a landlord and the execution of a warrant of restitution against a tenant and
15 requiring the administrative judge of any district to stay the execution of a warrant
16 of restitution under certain circumstances; establishing certain requirements for the
17 voluntary transfer of title to certain residential rental property under certain
18 circumstances and establishing that those requirements preempt certain local law;
19 altering certain requirements for certain data collected by the Judiciary and
20 provided to the Department; and generally relating to residential tenancies.

21 BY repealing and reenacting, with amendments,
22 Article – Courts and Judicial Proceedings
23 Section 7–301(c)
24 Annotated Code of Maryland

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(2020 Replacement Volume and 2023 Supplement)

BY repealing and reenacting, without amendments,
Article – Housing and Community Development
Section 4–2901(a), (d), (e), (i), (j), and (k)
Annotated Code of Maryland
(2019 Replacement Volume and 2023 Supplement)

BY repealing and reenacting, with amendments,
Article – Housing and Community Development
Section 4–2906
Annotated Code of Maryland
(2019 Replacement Volume and 2023 Supplement)

BY adding to
Article – Housing and Community Development
Section 5–101 through 5–104 to be under the new title “Title 5. Office of Tenants’
Rights”
Annotated Code of Maryland
(2019 Replacement Volume and 2023 Supplement)

BY adding to
Article – Real Property
Section 8–119
Annotated Code of Maryland
(2023 Replacement Volume)

BY repealing and reenacting, with amendments,
Article – Real Property
Section 8–203(b), 8–208(c) and (d), 8–401(b)(2)(iv) and (f)(1)(i) and (2), and 14–133
Annotated Code of Maryland
(2023 Replacement Volume)

BY repealing and reenacting, without amendments,
Article – Real Property
Section 8–208(b) and 8–401(a)
Annotated Code of Maryland
(2023 Replacement Volume)

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

Article – Courts and Judicial Proceedings

7–301.

(c) (1) The filing fees and costs in a civil case are those prescribed by law

subject to modification by law, rule, or administrative regulation.

(2) The Chief Judge of the District Court shall assess a surcharge that:

(i) May not be more than:

1. ~~[\$8]~~ **\$93** per [summary ejectment] case **FOR THE FOLLOWING CASES:**

A. SUMMARY EJECTMENT;

B. TENANT HOLDING OVER; OR

C. BREACH OF LEASE THAT SEEKS A JUDGMENT FOR POSSESSION OF RESIDENTIAL PROPERTY AGAINST A RESIDENTIAL TENANT; and

2. \$18 per case for all other civil cases; and

(ii) Shall be deposited:

1. **FOR A SURCHARGE ASSESSED UNDER SUBPARAGRAPH (I)1 OF THIS PARAGRAPH:**

A. 50% INTO THE STATEWIDE RENTAL ASSISTANCE VOUCHER PROGRAM ESTABLISHED UNDER § 4-2902 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE; AND

B. 50% INTO THE MARYLAND LEGAL SERVICES CORPORATION FUND ESTABLISHED UNDER § 11-402 OF THE HUMAN SERVICES ARTICLE; AND

2. **FOR A SURCHARGE ASSESSED UNDER SUBPARAGRAPH (I)2 OF THIS PARAGRAPH,** into the Maryland Legal Services Corporation Fund established under § 11-402 of the Human Services Article.

(3) (i) In addition to the surcharge assessed under paragraph (2) of this subsection, the Chief Judge of the District Court shall assess a surcharge that may not be more than \$10 per case for the following cases filed in Baltimore City:

1. Summary ejectment;

2. Tenant holding over;

3. Breach of lease; and

4. Warrant of restitution.

(ii) The revenue generated from the surcharge on filing fees collected by the District Court in Baltimore City under subparagraph (i) of this paragraph shall be:

1. Remitted quarterly to the Baltimore City Director of Finance; and

2. Used to fund the enhancement of sheriff benefits and the increase in sheriff personnel to enhance the service of domestic violence orders.

(4) In addition to the surcharge assessed under paragraphs (2) and (3) of this subsection, the Chief Judge of the District Court shall assess a surcharge that:

(i) May not be more than:

1. \$3 per summary ejectment case; and

2. \$8 per case for all other civil cases; and

(ii) Shall be deposited into the Circuit Court Real Property Records Improvement Fund established under § 13–602 of this article.

(5) A SURCHARGE ASSESSED UNDER PARAGRAPH (2)(I)1 OF THIS SUBSECTION SHALL BE ASSESSED AGAINST A LANDLORD AND MAY NOT BE AWARDED OR ASSIGNED AS A FEE OR COST AGAINST A RESIDENTIAL TENANT.

[(5)] (6) The Supreme Court of Maryland may provide by rule for waiver of prepayment of filing fees and other costs in cases of indigency.

Article – Housing and Community Development

4–2901.

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

(d) (1) “Family” means an individual or group of individuals eligible for assistance under the State Program.

(2) “Family” includes a preference category established under § 4–2906 of this subtitle.

(e) “Housing assistance payment” means the monthly assistance payment paid for a family under the State Program.

(i) (1) “Public housing agency” means an entity authorized by the U.S. Department of Housing and Urban Development to administer the federal Housing Choice Voucher Program in the State.

(2) “Public housing agency” does not include the Department.

(j) “State Program” means the Statewide Rental Assistance Voucher Program established under this subtitle.

(k) “Voucher” means a document issued by the Department or a public housing agency to a family that is selected to receive assistance under the State Program, which describes the State Program and procedures under the State Program.

4–2906.

(A) The Department and each public housing agency shall equally prioritize 50% OF vouchers and housing assistance payments for families that include:

(1) a child who is:

(I) AT LEAST 5 YEARS OLD; BUT

(II) under the age of 18 years;

(2) a foster child who is:

(i) at least 18 years old; but

(ii) under the age of 24 years;

(3) a military veteran;

(4) an individual experiencing homelessness;

(5) a disabled individual; or

(6) an elderly individual.

(B) THE DEPARTMENT AND EACH PUBLIC HOUSING AGENCY SHALL EQUALLY PRIORITIZE 50% OF VOUCHERS AND HOUSING ASSISTANCE PAYMENTS FOR FAMILIES THAT INCLUDE:

(1) A CHILD UNDER THE AGE OF 5 YEARS; OR

(2) A PREGNANT INDIVIDUAL.

TITLE 5. OFFICE OF TENANTS' RIGHTS.**5-101.**

(A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(B) "DIRECTOR" MEANS THE DIRECTOR OF THE OFFICE OF TENANTS' RIGHTS.

(C) "OFFICE" MEANS THE OFFICE OF TENANTS' RIGHTS.

(D) (1) "TENANT" MEANS A RESIDENTIAL TENANT.

(2) "TENANT" INCLUDES:

(I) A SUBTENANT;

(II) A LESSEE;

(III) A SUBLESSEE; AND

(IV) ANY OTHER INDIVIDUAL, OTHER THAN AN OWNER, WHO IS ENTITLED TO THE POSSESSION OR OCCUPANCY, OR THE BENEFITS OF POSSESSION OR OCCUPANCY, OF ANY RESIDENTIAL RENTAL UNIT IN THE STATE.

5-102.

(A) THERE IS AN OFFICE OF TENANTS' RIGHTS IN THE DEPARTMENT.

(B) THE PURPOSE OF THE OFFICE IS TO:

(1) ENSURE THAT TENANTS HAVE ACCESS TO EDUCATIONAL RESOURCES TO AID IN UNDERSTANDING AND EXERCISING THE TENANTS' RIGHTS UNDER STATE LAW;

(2) PROVIDE TENANTS WITH INFORMATION ON HOW TO REPORT A VIOLATION OF THEIR LEGAL RIGHTS AS TENANTS AND FACILITATE REFERRALS OF REPORTED VIOLATIONS TO APPROPRIATE ENFORCEMENT AGENCIES;

(3) PROVIDE TENANTS WITH INFORMATION ON HOW TO OBTAIN FINANCIAL COUNSELING; AND

(4) NOTIFY APPROPRIATE AUTHORITIES REGARDING HOUSING

1 DISCRIMINATION AND OTHER UNFAIR OR ILLEGAL HOUSING PRACTICES.

2 5-103.

3 (A) THE SECRETARY SHALL APPOINT THE DIRECTOR OF THE OFFICE.

4 (B) THE DIRECTOR:

5 (1) SERVES AT THE PLEASURE OF THE SECRETARY; AND

6 (2) REPORTS TO THE SECRETARY.

7 5-104.

8 (A) THE OFFICE SHALL:

9 (1) DEVELOP RESOURCES TO AID TENANTS IN UNDERSTANDING AND
10 EXERCISING THE LEGAL RIGHTS OF TENANTS, INCLUDING:

11 (I) A MARYLAND TENANTS' BILL OF RIGHTS, SUMMARIZING
12 THE EXISTING RIGHTS AND REMEDIES AVAILABLE TO RESIDENTIAL TENANTS UNDER
13 STATE AND FEDERAL LAW; AND

14 (II) A PUBLICLY ACCESSIBLE WEBSITE TO PROVIDE ACCESS TO
15 THE MARYLAND TENANTS' BILL OF RIGHTS AND OTHER RELEVANT
16 INFORMATIONAL RESOURCES;

17 (2) ESTABLISH POINTS OF CONTACT WITHIN THE OFFICE BY WHICH A
18 TENANT MAY REPORT A VIOLATION BY A LANDLORD OR A PERSON ACTING ON
19 BEHALF OF A LANDLORD FOR REFERRAL TO APPROPRIATE ENFORCEMENT
20 AGENCIES; AND

21 (3) PROVIDE RESOURCES TO FACILITATE ACCESS BY TENANTS TO
22 CREDIT COUNSELING.

23 (B) THE OFFICE MAY:

24 (1) IMPLEMENT FAIR HOUSING TESTING TO ENSURE COMPLIANCE BY
25 LANDLORDS WITH FAIR HOUSING LAWS; AND

26 (2) IDENTIFY LANDLORDS THAT ARE OUT OF COMPLIANCE WITH
27 FEDERAL, STATE, OR LOCAL LAW AND FACILITATE REFERRALS OF CASES TO AN
28 APPROPRIATE LAW ENFORCEMENT AGENCY OR ANOTHER APPROPRIATE AGENCY.

(C) (1) ON OR BEFORE JUNE 1 EACH YEAR, THE OFFICE SHALL PUBLISH THE MARYLAND TENANTS' BILL OF RIGHTS ON ITS WEBSITE.

(2) THE MARYLAND TENANTS' BILL OF RIGHTS SHALL INCLUDE CONTACT INFORMATION FOR THE OFFICE.

Article – Real Property

8–119.

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) “BONA FIDE OFFER” MEANS AN OFFER OF SALE FOR A RESIDENTIAL RENTAL PROPERTY:

(I) FOR A PRICE AND WITH OTHER MATERIAL TERMS THAT ARE AT LEAST AS FAVORABLE AS THOSE ACCEPTED BY A PURCHASER IN AN ARM’S-LENGTH, THIRD-PARTY CONTRACT FOR THE SALE OF THE PROPERTY; OR

(II) IN THE ABSENCE OF AN ARM’S-LENGTH, THIRD-PARTY CONTRACT:

1. FOR A PRICE AND WITH OTHER MATERIAL TERMS COMPARABLE TO THOSE FOR WHICH A WILLING SELLER WOULD SELL, AND A WILLING BUYER WOULD PURCHASE, THE PROPERTY; OR

2. FOR THE APPRAISED VALUE OF THE PROPERTY.

(3) “DATE OF MAILING” MEANS THE DATE OF POSTMARK BY THE UNITED STATES POSTAL SERVICE.

(4) (I) “TENANT” MEANS A LESSEE OF A RESIDENTIAL RENTAL PROPERTY WHO HAS RESIDED AT THE RESIDENTIAL RENTAL PROPERTY FOR NOT LESS THAN 6 MONTHS.

(II) “TENANT” INCLUDES A SUBTENANT, A SUBLESSEE, OR ANY OTHER INDIVIDUAL ENTITLED TO THE POSSESSION OR OCCUPANCY, OR THE BENEFITS OF OCCUPANCY, OF A RESIDENTIAL RENTAL UNIT OWNED BY ANOTHER PERSON.

(B) THIS SECTION DOES NOT APPLY TO THE FOLLOWING:

(1) A TRANSFER OF TITLE TO THE SPOUSE, CHILD, PARENT, OR

1 SIBLING OF THE OWNER, OR TO THE PARENT OR SIBLING OF THE SPOUSE OF THE
2 OWNER;

3 (2) A TRANSFER OF TITLE THROUGH A TESTAMENTARY DOCUMENT
4 OR THROUGH INHERITANCE;

5 (3) A TRANSFER OF TITLE TO A GOVERNMENT AGENCY;

6 (4) A TRANSFER OF TITLE IN LIEU OF FORECLOSURE OF A MORTGAGE
7 OR DEED OF TRUST;

8 (5) PROPERTY DONATED AS A GIFT TO ANY NONPROFIT
9 ORGANIZATION EXEMPT FROM TAXATION UNDER § 501(C)(3) OF THE INTERNAL
10 REVENUE CODE; OR

11 (6) RESIDENTIAL RENTAL PROPERTY WITH FIVE OR MORE
12 INDIVIDUAL DWELLING UNITS.

13 (C) (1) BEFORE A VOLUNTARY TRANSFER OF TITLE TO A RESIDENTIAL
14 RENTAL PROPERTY MAY OCCUR, ANY TENANT OR GROUP OF TENANTS OF THE
15 PROPERTY, AS APPLICABLE, SHALL HAVE THE RIGHT OF FIRST REFUSAL TO
16 PURCHASE THE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS
17 SECTION.

18 (2) THE RIGHT OF A THIRD PARTY TO PURCHASE ANY RESIDENTIAL
19 RENTAL PROPERTY TO WHICH THE REQUIREMENTS OF THIS SECTION APPLY IS
20 SUBJECT TO THE EXERCISE OF THE RIGHT OF FIRST REFUSAL BY A TENANT OR
21 GROUP OF TENANTS.

22 (D) (1) AN OWNER OF A TENANT-OCCUPIED, SINGLE-FAMILY
23 RESIDENTIAL RENTAL PROPERTY THAT ENTERS INTO A BONA FIDE CONTRACT OF
24 SALE FOR THE PROPERTY SHALL PROVIDE WRITTEN NOTICE TO EACH TENANT OF
25 THE PROPERTY WITHIN 5 DAYS AFTER ENTERING INTO THE CONTRACT VIA
26 CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

27 (2) NOTICE UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL
28 INCLUDE:

29 (I) A BONA FIDE OFFER TO SELL THE PROPERTY TO THE
30 TENANT AT A PRICE IDENTICAL TO ANY PENDING BONA FIDE CONTRACT OF SALE
31 WITH A THIRD PARTY AND, EXCEPT AS PROVIDED UNDER PARAGRAPH (3) OF THIS
32 SUBSECTION, WITH THE SAME TERMS AND CONDITIONS OF THAT CONTRACT;

33 (II) ANY INFORMATION ABOUT THE PROPERTY RELEVANT TO

1 EXERCISING THE RIGHT OF FIRST REFUSAL, INCLUDING:

2 1. APPRAISAL INFORMATION;

3 2. ARCHITECTURAL PLANS AND SPECIFICATIONS; AND

4 3. OPERATING INFORMATION; AND

5 (III) ANY INFORMATION REGARDING DEADLINES FOR A
6 RESPONSE TO THE BONA FIDE OFFER TO SELL.

7 (3) A BONA FIDE OFFER TO SELL THE PROPERTY TO A TENANT UNDER
8 PARAGRAPH (2) OF THIS SUBSECTION MAY NOT INCLUDE A RESTRICTION ON
9 FINANCING METHODS OR THE RIGHT OF INSPECTION.

10 (4) A TENANT SHALL HAVE 20 DAYS AFTER THE DATE OF DELIVERY
11 OF THE NOTICE AND OFFER OF SALE TO INFORM THE OWNER OF THE TENANT'S
12 INTENT TO EXERCISE THE RIGHT OF FIRST REFUSAL BY FIRST-CLASS MAIL.

13 (5) IF A TENANT FAILS TO RESPOND WITHIN 20 DAYS AFTER THE DATE
14 OF DELIVERY OF THE NOTICE AND OFFER OF SALE, OR DECLINES TO EXERCISE THE
15 RIGHT OF FIRST REFUSAL, THE TENANT'S RIGHT OF FIRST REFUSAL SHALL BE
16 CONSIDERED WAIVED.

17 (6) WITHIN 10 DAYS AFTER THE DATE OF MAILING OF A
18 NOTIFICATION OF THE INTENT TO EXERCISE THE RIGHT OF FIRST REFUSAL BY A
19 TENANT UNDER PARAGRAPH (4) OF THIS SUBSECTION, AN OWNER SHALL DELIVER
20 TO THE TENANT AN EXECUTED CONTRACT OF SALE FOR THE PROPERTY ON THE
21 SAME TERMS AND CONDITIONS AS INDICATED IN THE OFFER OF SALE OR THE
22 ARM'S-LENGTH, THIRD-PARTY CONTRACT.

23 (7) AFTER DELIVERY OF A CONTRACT BY AN OWNER UNDER
24 PARAGRAPH (6) OF THIS SUBSECTION, THE TENANT SHALL HAVE 10 DAYS TO
25 EXECUTE AND RETURN THE CONTRACT, ALONG WITH ANY REQUIRED DEPOSIT AND
26 PROOF OF FINANCING, TO THE OWNER.

27 (E) (1) AN OWNER OF A TENANT-OCCUPIED, RESIDENTIAL RENTAL
28 PROPERTY CONTAINING MORE THAN ONE BUT FEWER THAN FIVE INDIVIDUAL
29 DWELLING UNITS THAT ENTERS INTO A BONA FIDE CONTRACT OF SALE FOR THE
30 PROPERTY SHALL PROVIDE WRITTEN NOTICE TO EACH TENANT OF THE PROPERTY
31 VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WITHIN 5 DAYS AFTER
32 ENTERING INTO THE CONTRACT.

33 (2) NOTICE UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL

1 INCLUDE:

2 (I) A BONA FIDE OFFER TO SELL THE PROPERTY TO A GROUP
3 OF TENANTS AT A PRICE IDENTICAL TO ANY PENDING BONA FIDE CONTRACT OF SALE
4 WITH A THIRD PARTY AND, EXCEPT AS PROVIDED UNDER PARAGRAPH (3) OF THIS
5 SUBSECTION, WITH THE SAME TERMS AND CONDITIONS OF THAT CONTRACT;

6 (II) ANY INFORMATION ABOUT THE PROPERTY RELEVANT TO
7 EXERCISING THE RIGHT OF FIRST REFUSAL, INCLUDING:

8 1. APPRAISAL INFORMATION;

9 2. ARCHITECTURAL PLANS AND SPECIFICATIONS; AND

10 3. OPERATING INFORMATION; AND

11 (III) ANY INFORMATION REGARDING DEADLINES FOR A
12 RESPONSE TO THE BONA FIDE OFFER TO SELL.

13 (3) A BONA FIDE OFFER TO SELL THE PROPERTY TO A GROUP OF
14 TENANTS UNDER PARAGRAPH (2) OF THIS SUBSECTION MAY NOT INCLUDE A
15 RESTRICTION ON FINANCING OR ON THE RIGHT OF INSPECTION.

16 (4) A GROUP OF TENANTS ACTING JOINTLY SHALL HAVE 20 DAYS
17 AFTER THE DATE OF MAILING OF THE NOTICE AND OFFER OF SALE REQUIRED
18 UNDER PARAGRAPH (1) OF THIS SUBSECTION TO INFORM THE OWNER OF THE
19 TENANTS' INTENT TO EXERCISE THE RIGHT OF FIRST REFUSAL BY FIRST-CLASS
20 MAIL.

21 (5) (I) IF A GROUP OF TENANTS ACTING JOINTLY FAILS TO
22 RESPOND TO THE NOTICE AND OFFER OF SALE IN ACCORDANCE WITH PARAGRAPH
23 (4) OF THIS SUBSECTION, OR JOINTLY DECLINES TO EXERCISE THE RIGHT OF FIRST
24 REFUSAL, AN INDIVIDUAL TENANT MAY, WITHIN 20 DAYS AFTER THE EXPIRATION OF
25 THE TIME FOR A GROUP OF TENANTS ACTING JOINTLY TO RESPOND, NOTIFY THE
26 OWNER VIA FIRST-CLASS MAIL OF THE INDIVIDUAL TENANT'S INTENT TO EXERCISE
27 THE RIGHT OF FIRST REFUSAL.

28 (II) IF MORE THAN ONE TENANT PROVIDES NOTICE TO AN
29 OWNER IN ACCORDANCE WITH THIS PARAGRAPH, THE OWNER MAY DECIDE WHICH
30 CONTRACT IS MORE FAVORABLE WITHOUT LIABILITY TO ANOTHER TENANT.

31 (6) WITHIN 10 DAYS AFTER THE DATE OF MAILING OF A
32 NOTIFICATION IN ACCORDANCE WITH PARAGRAPH (4) OR (5) OF THIS SUBSECTION,
33 THE OWNER SHALL DELIVER TO THE GROUP OF TENANTS ACTING JOINTLY OR THE

1 INDIVIDUAL TENANT AN EXECUTED CONTRACT OF SALE FOR THE PROPERTY ON THE
2 SAME TERMS AND CONDITIONS AS INDICATED IN THE OFFER OF SALE OR THE
3 ARM'S-LENGTH, THIRD-PARTY CONTRACT.

4 (7) A GROUP OF TENANTS ACTING JOINTLY OR AN INDIVIDUAL
5 TENANT SHALL HAVE 10 DAYS AFTER DELIVERY TO EXECUTE AND RETURN THE
6 CONTRACT ALONG WITH ANY REQUIRED DEPOSIT AND PROOF OF FINANCING TO THE
7 OWNER.

8 (F) AN OWNER MAY NOT REQUIRE A TENANT OR GROUP OF TENANTS TO
9 SECURE FINANCING AND FINANCIAL ASSISTANCE FOR A PURCHASE OF PROPERTY
10 UNDER THIS SECTION LESS THAN 90 DAYS AFTER THE DATE OF RETURN OF AN
11 EXECUTED CONTRACT.

12 (G) ANY DEPOSIT REQUIRED BY A CONTRACT OF SALE UNDER THIS SECTION
13 MAY NOT EXCEED 4% OF THE SALE PRICE.

14 (H) THE RIGHTS OF A TENANT UNDER THIS SECTION MAY NOT BE WAIVED
15 OR ASSIGNED AND ANY ATTEMPTED WAIVER OR ASSIGNMENT IS VOID.

16 (I) AN OWNER WHO VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR
17 AND ON CONVICTION IS SUBJECT TO A FINE OF NOT MORE THAN \$1,000 PER
18 VIOLATION.

19 (J) A TENANT MAY SEEK RELIEF FROM A COURT OF COMPETENT
20 JURISDICTION TO RESTRAIN OR ENJOIN ANY VIOLATION OF THIS SECTION.

21 (K) THIS SECTION PREEMPTS ANY LOCAL LAW OR ORDINANCE GOVERNING
22 THE RIGHT OF FIRST REFUSAL OF A JURISDICTION OR TENANT FOR THE PURCHASE
23 OF A RESIDENTIAL PROPERTY WITH FOUR OR FEWER INDIVIDUAL DWELLING UNITS.

24 8-203.

25 (b) (1) A landlord may not impose a security deposit in excess of the equivalent
26 of [two months'] 1 MONTH'S rent per dwelling unit, regardless of the number of tenants.

27 (2) If a landlord [charges more than the equivalent of two months' rent per
28 dwelling unit as a security deposit] VIOLATES PARAGRAPH (1) OF THIS SUBSECTION,
29 the tenant may recover up to [threefold] THREE TIMES the extra amount charged, plus
30 reasonable attorney's fees.

31 (3) An action under this section may be brought at any time during the
32 tenancy or within [two] 2 years after its termination.

1 8–208.

2 (b) A landlord who rents using a written lease shall provide, upon written request
3 from any prospective applicant for a lease, a copy of the proposed form of lease in writing,
4 complete in every material detail, except for the date, the name and address of the tenant,
5 the designation of the premises, and the rental rate without requiring execution of the lease
6 or any prior deposit.

7 (c) A lease shall include:

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

11 (2) The landlord's and the tenant's specific obligations as to heat, gas,
12 electricity, water, and repair of the premises; [and]

13 (3) A receipt for the security deposit as specified in § 8–203.1 of this
14 subtitle; AND

15 (4) **A COPY OF THE MOST CURRENT VERSION OF THE MARYLAND**
16 **TENANTS' BILL OF RIGHTS PUBLISHED BY THE OFFICE OF TENANTS' RIGHTS IN**
17 **THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.**

18 (d) A landlord may not use a lease or form of lease containing any provision that:

19 (1) Has the tenant authorize any person to confess judgment on a claim
20 arising out of the lease;

21 (2) Has the tenant agree to waive or to forego any right or remedy provided
22 by applicable law;

23 (3) (i) Provides for a penalty for the late payment of rent in excess of
24 5% of the amount of rent due for the rental period for which the payment was delinquent;
25 or

26 (ii) In the case of leases under which the rent is paid in weekly rental
27 installments, provides for a late penalty of more than \$3 per week or a total of no more than
28 \$12 per month;

29 (4) Has the tenant waive the right to a jury trial;

30 (5) Has the tenant agree to a period required for landlord's notice to quit
31 which is less than that provided by applicable law[; provided, however, that neither party
32 is prohibited from agreeing], **EXCEPT THAT THE PARTIES MAY AGREE** to a longer notice
33 period than that required by applicable law;

(6) Authorizes the landlord to take possession of the leased premises, or the tenant'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 without the benefit of formal legal process;

(7) Is against public policy and void [pursuant to] **UNDER** § 8–105 of this title;

(8) Permits a landlord to commence an eviction proceeding or issue a notice to quit solely as retaliation against any tenant for planning, organizing, or joining a tenant organization with the purpose of negotiating collectively with the landlord;

(9) Requires the tenant to accept notice of rent increases under § 8–209 **OF THIS SUBTITLE** by electronic delivery; [or]

(10) (i) Limits the ability of a tenant to summon the assistance of law enforcement or emergency services or penalizes a tenant solely for summoning the assistance of law enforcement or emergency services; or

(ii) Penalizes a tenant for the actions of another individual solely because the individual summoned the assistance of law enforcement or emergency services;

(11) REQUIRES A TENANT TO PAY MORE THAN THE SUM OF THE SECURITY DEPOSIT UNDER § 8–203(B) OF THIS SUBTITLE AND THE FIRST MONTH'S RENT IN ORDER TO COMMENCE THE LEASE AND OCCUPY THE PREMISES;

(12) WAIVES OR PLACES CONDITIONS ON A TENANT'S RIGHT OF FIRST REFUSAL UNDER § 8–119 OF THIS TITLE; OR

(13) PROVIDES THAT A TENANT IS RESPONSIBLE FOR, OR REQUIRES A TENANT TO AGREE TO BE RESPONSIBLE FOR, PAYMENT OF A FILING SURCHARGE ASSESSED AGAINST THE LANDLORD BY THE DISTRICT COURT UNDER § 7–301(C)(2)(I)1 OF THE COURTS ARTICLE.

8–401.

(a) 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 in accordance with this section.

(b) (2) Subject to § 8–406 of this subtitle and after completing the procedures required under subsection (c) of this section, a landlord or the landlord's duly qualified agent or attorney may file the landlord's written complaint under oath or affirmation, in the District Court of the county wherein the property is situated:

(iv) Requesting to repossess the premises and, if requested by the landlord, a judgment for the amount of rent due, costs, **EXCLUDING ANY SURCHARGE ASSESSED AGAINST A LANDLORD UNDER § 7-301(C) OF THE COURTS ARTICLE**, 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;

(f) (1) (i) Subject to the provisions of paragraph (2) of this subsection, if judgment is given in favor of the landlord, and the tenant fails to comply with the requirements of the order within **[4] 7** days, the court shall, at any time after the expiration of the **[4] 7** days, issue its warrant, directed to any official of the county entitled to serve process, ordering the official to cause the landlord to have again and repossess the property by putting the landlord **[(or), OR** the landlord's duly qualified agent or attorney **[for the landlord's benefit)],** in possession **[thereof] OF THE PROPERTY**, and for that purpose to remove from the property, by force if necessary, all the furniture, implements, tools, goods, effects or other chattels of every description whatsoever belonging to the tenant, or to any person claiming or holding by or under **[said] THE** tenant.

(2) (i) The administrative judge of any district **[may] SHALL** stay the execution of a warrant of restitution of a residential property, from day to day, in the event of **[extreme]:**

1. EXTREME weather conditions, INCLUDING:

A. A TEMPERATURE OR NEXT-DAY FORECASTED TEMPERATURE OF 32 DEGREES FAHRENHEIT OR LOWER;

B. A WINTER STORM WARNING OR BLIZZARD WARNING ISSUED BY THE NATIONAL WEATHER SERVICE;

C. A HURRICANE WARNING OR TROPICAL STORM WARNING ISSUED BY THE NATIONAL WEATHER SERVICE; AND

D. AN EXCESSIVE HEAT WARNING ISSUED BY THE NATIONAL WEATHER SERVICE; OR

2. ANY OTHER STATE OF EMERGENCY DECLARED UNDER § 14-107 OF THE PUBLIC SAFETY ARTICLE.

(ii) When a stay has been granted under this paragraph, the execution of the warrant of restitution for which the stay has been granted shall be given priority and completed within **[3] 5** days after the extreme weather conditions cease **OR THE STATE OF EMERGENCY IS TERMINATED OR EXPIRES.**

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

Article – Real Property

14–133.

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

(2) “COMPLAINT” MEANS A COMPLAINT FILED UNDER TITLE 7, SUBTITLE 1 OF THIS ARTICLE, § 8–401, § 8–402, § 8–402.1, OR § 8–402.2 OF THIS ARTICLE, OR § 14–132 OF THIS SUBTITLE.

[(2)] (3) “Department” means the Department of Housing and Community Development.

[(3)] (4) “Eviction data” means, for each PREMISES SUBJECT TO A warrant [of restitution or writ of possession issued in accordance with a judgment for possession of residential property entered under Title 7, Subtitle 1 of this article, §§ 8–401 through 8–402.2 of this article, or § 14–132 of this subtitle], REGARDLESS OF WHETHER AN EVICTION OCCURS, THE FOLLOWING INFORMATION:

(i) THE NAME OF THE LANDLORD OF THE PREMISES;

(II) The STREET ADDRESS, CITY, county, and zip code of the [subject] premises SUBJECT TO THE WARRANT;

[(ii) The date of execution of the warrant or writ; and

(iii) The type of action from which the warrant or writ was issued]

(III) THE DATE OF FILING OF THE COMPLAINT AND THE TYPE OF ACTION;

(IV) FOR A HEARING OR TRIAL RELATING TO THE COMPLAINT:

1. WHETHER THE TENANT APPEARED AT THE HEARING OR TRIAL; AND

2. WHETHER THE TENANT HAD LEGAL REPRESENTATION;

(V) THE DATE OF ENTRY OF A JUDGMENT FOR POSSESSION;

(VI) IF APPLICABLE, WHETHER THE RIGHT OF REDEMPTION WAS FORECLOSED AT THE TIME OF THE ENTRY OF JUDGMENT FOR POSSESSION;

(VII) THE DATE OF ISSUANCE OF THE WARRANT; AND

1 (VIII) THE OUTCOME OF THE ISSUANCE OF THE WARRANT,
2 INCLUDING:

- 3 1. AN EVICTION EXECUTED BY A SHERIFF'S OFFICE;
- 4 2. THE CANCELLATION OF THE WARRANT;
- 5 3. THE EXPIRATION OF THE WARRANT; AND
- 6 4. ANY OTHER OUTCOME.

7 (5) "PUBLICLY DISCLOSABLE DATA" MEANS DATA THAT IS NOT
8 REQUIRED TO BE WITHHELD FROM DISCLOSURE UNDER THE PUBLIC INFORMATION
9 ACT OR ANY OTHER LAW.

10 (6) "WARRANT" MEANS A WARRANT OF RESTITUTION, A WARRANT
11 ISSUED TO A SHERIFF OR CONSTABLE COMMANDING A TENANT TO DELIVER
12 POSSESSION TO A LANDLORD, OR A WRIT OF POSSESSION, ISSUED AS THE RESULT
13 OF A JUDGMENT FOR POSSESSION OF RESIDENTIAL PROPERTY.

14 (b) (1) Each month, the Judiciary shall collect, compile, and share complete
15 eviction data from the immediately preceding month with the Department in the manner
16 required by the Department.

17 (2) IF THE JUDICIARY DISCOVERS THAT EVICTION DATA SHARED
18 WITH THE DEPARTMENT FOR ANY COLLECTION PERIOD IS INACCURATE OR
19 INCOMPLETE, THE JUDICIARY SHALL NOTIFY THE DEPARTMENT OF THE
20 INACCURACY OR INCOMPLETENESS AND PROVIDE THE DEPARTMENT WITH
21 UPDATED EVICTION DATA.

22 (c) The Department shall:

23 (1) Organize and format the data received under subsection (b) of this
24 section;

25 (2) Publish the PUBLICLY DISCLOSABLE data in a data dashboard on the
26 Department's website and update the dashboard monthly;

27 (3) Make the PUBLICLY DISCLOSABLE data available for download in
28 open data sets that allow automated searching, spatial analysis, visualization, and
29 processing, on request by:

30 (i) A State agency;

(ii) An agency of a county or municipal corporation; or

(iii) An academic institution located in the State; and

(4) On or before August 31, 2023, and each year thereafter, submit a report on the eviction data to the Governor and, in accordance with § 2–1257 of the State Government Article, the General Assembly.

SECTION 3. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall take effect October 1, 2025.

SECTION 4. AND BE IT FURTHER ENACTED, That, except as provided in Section 3 of this Act, this Act shall take effect October 1, 2024.