

HOUSE BILL 744

N1

0lr1346

By: **Delegates Stewart, Boyce, Barron, Carr, Moon, Palakovich Carr, Shetty, and Wilkins**

Introduced and read first time: January 31, 2020

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant – Residential Leases – Tenant Rights and Protections**
3 **(Tenant Protection Act)**

4 FOR the purpose of requiring a landlord to make a certain disclosure to prospective tenants
5 regarding the method used to charge tenants for the cost of certain utilities under
6 certain circumstances; requiring that a certain lease provision is unenforceable if a
7 landlord fails to make a certain disclosure; requiring a landlord to provide a tenant
8 with information to document a bill for certain utilities under certain circumstances;
9 authorizing a county to adopt certain regulations governing the information a
10 landlord is required to provide to a tenant to document a bill for certain utilities
11 under certain circumstances; altering the number of days within which a landlord
12 must return the security deposit of a tenant together with certain interest; requiring
13 that a certain statement that a landlord must provide to a tenant if a portion of the
14 security deposit is withheld include supporting documentation containing certain
15 information; altering a certain public policy; authorizing a tenant to terminate a
16 lease and raise the existence of certain defects or conditions as an affirmative defense
17 to a certain action or complaint proceeding under certain circumstances and subject
18 to certain requirements; requiring a tenant who intends to terminate a lease in
19 accordance with certain provisions of this Act to provide a certain notice and vacate
20 the dwelling unit within a certain number of days; providing that a tenant who
21 terminates a lease and vacates a residential dwelling unit in accordance with certain
22 provisions of this Act is responsible for certain rent; requiring a court to make certain
23 findings and certain orders under certain circumstances; providing certain remedies
24 if a certain tenant does not vacate the leased premises within a certain number of
25 days after providing a certain notice; establishing certain conditions for relief under
26 certain provisions of this Act; providing that a tenant organization has the right of
27 free assembly in certain areas within an apartment facility during reasonable hours
28 and on reasonable notice to a landlord; authorizing a landlord to impose certain
29 conditions on the use of certain areas within an apartment facility for meetings;
30 requiring a tenant organization to provide certain information to a landlord;

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



preventing a landlord from charging a tenant organization for the use of certain areas within an apartment facility for the first meeting of the tenant organization each month; limiting the fees that a landlord may charge for the use of certain rooms or areas by a tenant organization; expanding certain provisions of law regarding the rights of tenants and legal occupants who are victims of domestic violence or sexual assault to include certain victims of stalking; altering the calculation of the rent for which a tenant who vacates leased premises under certain provisions of law is responsible; requiring a certain tenant to provide a certain notice if the tenant vacates the leased premises within a certain period of time; authorizing a landlord to take certain actions against a certain tenant who does not vacate the leased premises within a certain period of time; requiring a landlord to inspect the leased premises and provide the tenant with a certain written statement under certain circumstances; authorizing a certain report by a qualified third party to be used as documentation that a tenant or legal occupant is a victim of sexual assault, domestic violence, or stalking for purposes of certain provisions of law; prohibiting a landlord from disclosing certain information to a third party except under certain circumstances; providing that certain local laws and ordinances supersede certain provisions of this Act; providing for the application of certain provisions of this Act; defining certain terms; making stylistic and clarifying changes; and generally relating to rights and protections for residential tenants.

BY renumbering

Article – Real Property

Section 8–203(j) through (l), respectively

to be Section 8–203(k) through (m), respectively

Annotated Code of Maryland

(2015 Replacement Volume and 2019 Supplement)

BY repealing and reenacting, with amendments,

Article – Real Property

Section 8–203(e), (g), (h), and (i)(7), 8–203.1(a)(5) and (6), 8–211, 8–5A–01 through

8–5A–04, 8–5A–06, and 8–5A–07

Annotated Code of Maryland

(2015 Replacement Volume and 2019 Supplement)

BY repealing and reenacting, without amendments,

Article – Real Property

Section 8–203.1(a)(7)

Annotated Code of Maryland

(2015 Replacement Volume and 2019 Supplement)

BY adding to

Article – Real Property

Section 8–203(j), 8–212.4, 8–218, 8–5A–05, and 8–5A–08

Annotated Code of Maryland

(2015 Replacement Volume and 2019 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That Section(s) 8–203(j) through (l), respectively, of Article – Real Property of the Annotated Code of Maryland be renumbered to be Section(s) 8–203(k) through (m), respectively.

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

Article – Real Property

8–212.4.

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

(2) “DWELLING UNIT” MEANS THAT PORTION OF A BUILDING THAT IS DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE BY ONE OR MORE PERSONS, INCLUDING A RENTED ROOM IN A SINGLE-FAMILY HOUSE.

(3) “LANDLORD” MEANS:

(I) AN OWNER OF RESIDENTIAL RENTAL PROPERTY THAT OFFERS TWO OR MORE DWELLING UNITS FOR RENT ON ONE PARCEL; OR

(II) A PERSON ACTING ON BEHALF OF A LANDLORD.

(4) “MASTER METER” MEANS A METER USED TO MEASURE, FOR BILLING PURPOSES, ALL USAGE OF A PARTICULAR UTILITY FOR A LANDLORD’S RESIDENTIAL RENTAL PROPERTY, INCLUDING USAGE FOR COMMON ELEMENTS OF THE RESIDENTIAL RENTAL PROPERTY AND DWELLING UNITS.

(5) “RATIO UTILITY BILLING SYSTEM” MEANS ALLOCATION OF ONE OR MORE OF A LANDLORD’S UTILITY CHARGES, COLLECTED VIA A MASTER METER, AMONG THE TENANTS BY ANY METHOD THAT DOES NOT MEASURE ACTUAL PER TENANT USAGE FOR THE UTILITY.

(6) “UTILITY” MEANS:

(I) ELECTRICITY USAGE;

(II) GAS USAGE;

(III) WASTEWATER AND SEWAGE USAGE; OR

(IV) WATER CONSUMPTION OR USAGE.

(B) THIS SECTION DOES NOT APPLY TO RESIDENTIAL RENTAL PROPERTY IN:

**(1) A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF THIS ARTICLE;
OR**

**(2) A COOPERATIVE PROJECT ORGANIZED UNDER TITLE 5, SUBTITLE
6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.**

**(C) (1) IF A LANDLORD USES A RATIO UTILITY BILLING SYSTEM TO BILL
TENANTS FOR ONE OR MORE UTILITIES, THE LANDLORD SHALL PROVIDE THE
FOLLOWING INFORMATION TO ALL PROSPECTIVE TENANTS IN WRITING:**

**(I) A STATEMENT THAT THE TENANT WILL BE BILLED BY THE
LANDLORD FOR ALLOCATED UTILITY SERVICES AND THAT IDENTIFIES ALL
UTILITIES AT ISSUE;**

**(II) A STATEMENT THAT IDENTIFIES THE ELEMENTS THAT
COMPOSE THE LANDLORD'S UTILITY CHARGES TO BE ALLOCATED TO THE TENANTS
UNDER THE RATIO UTILITY BILLING SYSTEM, BY UTILITY;**

**(III) A DESCRIPTION OF THE METHOD THAT WILL BE USED TO
ALLOCATE THE COST OF THE UTILITY TO THE TENANT, BY UTILITY;**

**(IV) A STATEMENT THAT ANY DISPUTES RELATING TO THE
COMPUTATION OF THE TENANT'S BILL ARE BETWEEN THE TENANT AND THE
LANDLORD;**

**(V) THE AVERAGE MONTHLY BILL FOR ALL DWELLING UNITS IN
THE RESIDENTIAL RENTAL PROPERTY IN THE PREVIOUS CALENDAR YEAR, BY
UTILITY;**

**(VI) INFORMATION REGARDING BILLING, INCLUDING METER
READING DATES, BILLING DATES, AND DUE DATES, BY UTILITY;**

**(VII) A STATEMENT THAT THE TENANT HAS THE RIGHT TO
RECEIVE INFORMATION FROM THE LANDLORD TO VERIFY THE UTILITY BILL ON
WRITTEN REQUEST;**

**(VIII) INFORMATION REGARDING ANY ADDITIONAL SERVICE
CHARGES OR ADMINISTRATIVE FEES TO BE PAID BY THE TENANT FOR THE**

1 OPERATION OF THE RATIO UTILITY BILLING SYSTEM; AND

2 (IX) A CITATION TO THIS SECTION.

3 (2) A LEASE PROVISION THAT REQUIRES A TENANT TO PAY THE
4 UTILITY CHARGES BILLED TO THE TENANT UNDER A RATIO UTILITY BILLING SYSTEM
5 SHALL BE UNENFORCEABLE IF THE LANDLORD FAILS TO PROVIDE THE
6 INFORMATION REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE
7 TENANT IN WRITING.

8 (D) A LANDLORD WHO USES A RATIO UTILITY BILLING SYSTEM SHALL, ON
9 WRITTEN REQUEST BY A TENANT, PROVIDE THE TENANT WITH INFORMATION TO
10 DOCUMENT A BILL FOR UTILITIES.

11 (E) (1) A COUNTY OR MUNICIPAL CORPORATION MAY ENACT LOCAL LAWS
12 CONSISTENT WITH THIS SECTION GOVERNING:

13 (I) THE INFORMATION A LANDLORD IS REQUIRED TO PROVIDE
14 TO A TENANT;

15 (II) DISCLOSURE REQUIREMENTS; AND

16 (III) DOCUMENT RETENTION POLICIES.

17 (2) ANY LOCAL LAW THAT IS COMPARABLE IN SUBJECT MATTER TO
18 THIS SECTION SHALL SUPERSEDE THE PROVISIONS OF THIS SECTION.

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

21 **Article – Real Property**

22 8–203.

23 (e) (1) Within [45] 30 days after the end of the tenancy, the landlord shall
24 return the security deposit to the tenant together with simple interest which has accrued
25 at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each
26 year, or 1.5% a year, whichever is greater, less any damages rightfully withheld.

27 (2) (i) Except as provided in subparagraph (ii) of this paragraph,
28 interest shall accrue at monthly intervals from the day the tenant gives the landlord the
29 security deposit. Interest is not compounded.

30 (ii) No interest is due or payable:

(4) Except to the extent specified, this subsection may not be interpreted to alter the landlord's duties under subsections (e) and (g) of this section.

(i) (7) **[At] SUBJECT TO SUBSECTION (J) OF THIS SECTION, AT** least 10 days before a landlord makes a claim against a surety bond subject to this subsection, the landlord shall send to the tenant by first-class mail directed to the last known address of the tenant, a written list of the damages to be claimed and a statement of the costs actually incurred by the landlord.

(J) A STATEMENT OF COSTS PROVIDED UNDER SUBSECTION (G)(1), (H)(2)(III), OR (I)(7) OF THIS SECTION SHALL INCLUDE SUPPORTING DOCUMENTATION INCLUDING BILLS, INVOICES, AND RECEIPTS THAT IDENTIFY THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PERSON WHO COMPLETED THE WORK, A DESCRIPTION OF THE MATERIALS OR SERVICES PROVIDED, THE UNIT COST OF THE MATERIALS OR SERVICES PROVIDED, AND THE NUMBER OF UNITS PROVIDED.

8-203.1.

(a) A receipt for a security deposit shall notify the tenant of the following:

(5) The tenant's right to receive, by first-class mail, delivered to the last known address of the tenant, a written list of the charges against the security deposit claimed by the landlord and the actual costs, within **[45] 30** days after the termination of the tenancy;

(6) The obligation of the landlord to return any unused portion of the security deposit, by first-class mail, addressed to the tenant's last known address within **[45] 30** days after the termination of the tenancy; and

(7) A statement that failure of the landlord to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.

8-211.

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

(2) The defects sought to be reached by this section are those which present a substantial and serious threat of danger to the life, health and safety of the occupants of the dwelling unit, and not those which merely impair the aesthetic value of the premises, or which are, in those locations governed by such codes, housing code violations of a

nondangerous nature.

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

(b) It is the public policy of Maryland that [meaningful]:

(1) **MEANINGFUL** sanctions be imposed upon those who allow dangerous conditions and defects to exist in leased premises[, and that an];

(2) **AN** effective mechanism be established for repairing these conditions and halting their creation; **AND**

(3) **TENANTS NOT BE PENALIZED FOR TERMINATING A LEASE WHEN THESE CONDITIONS GO UNADDRESSED.**

(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 **FOR TENANTS** and imposes an obligation upon landlords 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 is responsible for the payment of the utilities and the lack thereof is the direct result of the tenant'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 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

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

(g) (1) In order to employ the remedies provided by this section, the tenant shall notify the landlord of the existence of the defects or conditions.

(2) Notice shall be given by:

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

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

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

(h) (1) The landlord has a reasonable time after receipt of notice in which to make the repairs or correct the conditions.

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

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

(i) If the landlord refuses to make the repairs or correct the conditions, or if after a reasonable time the landlord has failed to do so, the tenant may [bring]:

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

3 **(2) REFUSE** to pay rent and raise the existence of the asserted defects or
4 conditions as an affirmative defense to an action for distress for rent or to any complaint
5 proceeding brought by the landlord to recover rent or the possession of the leased premises;
6 **OR**

7 **(3) SUBJECT TO SUBSECTION (K) OF THIS SECTION, TERMINATE THE**
8 **LEASE AND RAISE THE EXISTENCE OF THE ASSERTED DEFECTS OR CONDITIONS AS**
9 **AN AFFIRMATIVE DEFENSE TO AN ACTION FOR BREACH OF LEASE OR TO ANY**
10 **COMPLAINT PROCEEDING BROUGHT BY THE LANDLORD TO RECOVER RENT.**

11 (j) (1) [Whether] **IF** the issue of rent escrow is raised affirmatively or
12 defensively **UNDER SUBSECTION (I)(1) OR (2) OF THIS SECTION**, the tenant may request
13 one or more of the forms of relief set forth in this [section] **SUBSECTION.**

14 **(2) THE COURT SHALL MAKE APPROPRIATE FINDINGS OF FACT AND**
15 **MAKE ANY ORDER THAT THE JUSTICE OF THE CASE MAY REQUIRE, INCLUDING ANY**
16 **ONE OR A COMBINATION OF THE FOLLOWING:**

17 **(I) ORDER THE TERMINATION OF THE LEASE AND RETURN OF**
18 **THE LEASED PREMISES TO THE LANDLORD, SUBJECT TO THE TENANT'S RIGHT OF**
19 **REDEMPTION;**

20 **(II) ORDER THAT THE ACTION FOR RENT ESCROW BE**
21 **DISMISSED;**

22 **(III) ORDER THAT THE AMOUNT OF RENT REQUIRED BY THE**
23 **LEASE, WHETHER PAID INTO COURT OR TO THE LANDLORD, BE ABATED AND**
24 **REDUCED IN AN AMOUNT DETERMINED BY THE COURT TO BE FAIR AND EQUITABLE**
25 **TO REPRESENT THE EXISTENCE OF THE CONDITIONS OR DEFECTS FOUND BY THE**
26 **COURT TO EXIST; OR**

27 **(IV) ORDER THE LANDLORD TO MAKE THE REPAIRS OR**
28 **CORRECT THE CONDITIONS COMPLAINED OF BY THE TENANT AND FOUND BY THE**
29 **COURT TO EXIST.**

30 **(3) AFTER RENT ESCROW HAS BEEN ESTABLISHED, THE COURT:**

31 **(I) SHALL, AFTER A HEARING, IF A HEARING IS ORDERED BY**
32 **THE COURT OR REQUESTED BY THE LANDLORD, ORDER THAT THE MONEY IN THE**
33 **ESCROW ACCOUNT BE DISBURSED TO THE LANDLORD AFTER THE NECESSARY**

1 REPAIRS HAVE BEEN MADE;

2 (II) MAY, AFTER AN APPROPRIATE HEARING, ORDER THAT
3 SOME OR ALL MONEY IN THE ESCROW ACCOUNT BE PAID TO THE LANDLORD OR THE
4 LANDLORD'S AGENT, THE TENANT OR THE TENANT'S AGENT, OR ANY OTHER
5 APPROPRIATE PERSON OR AGENCY FOR THE PURPOSE OF MAKING THE NECESSARY
6 REPAIRS OF THE DANGEROUS CONDITIONS OR DEFECTS;

7 (III) MAY, AFTER A HEARING, IF A HEARING IS REQUESTED BY
8 THE LANDLORD, APPOINT A SPECIAL ADMINISTRATOR WHO SHALL CAUSE THE
9 REPAIRS TO BE MADE AND APPLY TO THE COURT TO PAY FOR THE REPAIRS FROM
10 THE MONEY IN THE ESCROW ACCOUNT;

11 (IV) MAY, AFTER AN APPROPRIATE HEARING, ORDER THAT
12 SOME OR ALL MONEY IN THE ESCROW ACCOUNT BE DISBURSED TO PAY ANY
13 MORTGAGE OR DEED OF TRUST ON THE PROPERTY IN ORDER TO STAY A
14 FORECLOSURE;

15 (V) MAY, AFTER A HEARING, IF A HEARING IS REQUESTED BY
16 THE TENANT, ORDER, IF NO REPAIRS ARE MADE OR IF NO GOOD FAITH EFFORT TO
17 REPAIR IS MADE WITHIN 6 MONTHS OF THE INITIAL DECISION TO PLACE MONEY IN
18 THE ESCROW ACCOUNT, THAT THE MONEY IN THE ESCROW ACCOUNT BE DISBURSED
19 TO THE TENANT, PROVIDED THAT THE ORDER DOES NOT DISCHARGE THE TENANT'S
20 RIGHT TO PAY RENT INTO COURT AND THAT AN APPEAL WILL STAY THE
21 FORFEITURE; OR

22 (VI) MAY, AFTER AN APPROPRIATE HEARING, ORDER THAT THE
23 MONEY IN THE ESCROW ACCOUNT BE DISBURSED TO THE LANDLORD IF THE TENANT
24 DOES NOT REGULARLY PAY THE RENT OWED INTO THE ESCROW ACCOUNT.

25 (4) IF A COURT ORDERS THE TERMINATION OF A LEASE DUE TO THE
26 FAILURE OF THE LANDLORD TO CORRECT A DEFECT OF THE TYPE IDENTIFIED IN
27 SUBSECTION (E) OF THIS SECTION, THE COURT SHALL:

28 (I) ORDER THE LANDLORD TO PAY THE RELOCATION
29 EXPENSES OF THE TENANT; AND

30 (II) AWARD DAMAGES EQUAL TO 1 MONTH OF RENT AT THE
31 MARKET RATE FOR THE JURISDICTION.

32 [(2)] (5) In addition to any other relief sought, if within 90 days after the
33 court finds that the conditions complained of by the tenant exist the landlord has not made
34 the repairs or corrected the conditions complained of, the tenant may file a petition of
35 injunction in the District Court requesting the court to order the landlord to make the

1 repairs or correct the conditions.

2 **(K) (1) IF A TENANT INTENDS TO TERMINATE A LEASE IN ACCORDANCE**
3 **WITH SUBSECTION (I)(3) OF THIS SECTION, THE TENANT SHALL:**

4 **(I) PROVIDE WRITTEN NOTICE TO THE LANDLORD BY**
5 **FIRST-CLASS MAIL OR HAND DELIVERY OF THE TENANT'S INTENT TO VACATE THE**
6 **RESIDENTIAL DWELLING UNIT; AND**

7 **(II) VACATE THE DWELLING UNIT WITHIN 30 DAYS AFTER**
8 **PROVIDING THE WRITTEN NOTICE.**

9 **(2) (I) A TENANT WHO TERMINATES A LEASE AND VACATES A**
10 **RESIDENTIAL DWELLING UNIT IN ACCORDANCE WITH PARAGRAPH (1) OF THIS**
11 **SUBSECTION IS RESPONSIBLE FOR RENT ONLY FOR THE 30 DAYS FOLLOWING THE**
12 **TENANT PROVIDING NOTICE OF AN INTENT TO VACATE.**

13 **(II) A COURT SHALL MAKE APPROPRIATE FINDINGS OF FACT**
14 **AND MAKE ANY ORDER THAT THE JUSTICE OF THE CASE MAY REQUIRE.**

15 **(III) IF A COURT FINDS THAT CONDITIONS OR DEFECTS OF THE**
16 **TYPE IDENTIFIED IN SUBSECTION (E) OF THIS SECTION EXIST WITHIN THE**
17 **RESIDENTIAL DWELLING UNIT AND THAT THE CONDITIONS OF SUBSECTION (M) OF**
18 **THIS SECTION HAVE BEEN MET, THE COURT SHALL:**

19 1. **ISSUE AN ORDER SPECIFYING THAT THE LEASE HAS**
20 **BEEN TERMINATED AND DISCHARGING THE TENANT FROM THE DUTY TO PAY THE**
21 **RENT OWED UNDER THE LEASE FROM THE DATE THE TENANT VACATED THE**
22 **RESIDENTIAL DWELLING UNIT; AND**

23 2. **AWARD DAMAGES EQUAL TO:**

24 A. **THE ACTUAL COST OF THE TENANT'S RELOCATION**
25 **EXPENSES; AND**

26 B. **1 MONTH OF RENT AT THE MARKET RATE FOR THE**
27 **JURISDICTION.**

28 **(3) IF A TENANT DOES NOT VACATE THE LEASED PREMISES WITHIN 30**
29 **DAYS AFTER PROVIDING TO THE LANDLORD THE WRITTEN NOTICE REQUIRED**
30 **UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE LANDLORD IS, AT THE**
31 **LANDLORD'S OPTION AND WITH WRITTEN NOTICE TO THE TENANT, ENTITLED TO:**

1 **(I) ALL LEGAL REMEDIES AGAINST A TENANT HOLDING OVER**
2 **AVAILABLE UNDER § 8-402 OF THIS TITLE; OR**

3 **(II) DEEM THE TENANT'S NOTICE OF AN INTENT TO VACATE TO**
4 **HAVE BEEN RESCINDED AND THE TERMS OF THE ORIGINAL LEASE TO BE IN FULL**
5 **FORCE AND EFFECT.**

6 **[(k)] (L)** Relief under **SUBSECTION (J) OF** this section is conditioned upon:

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

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

12 (3) In the case of tenancies measured by a period of **[one] 1** month or more,
13 the court having not entered against the tenant **[3] THREE** prior judgments of possession
14 for rent due and unpaid in the 12-month period immediately prior to the initiation of the
15 action by the tenant or by the landlord[.]; **AND**

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

22 **(M) (1) RELIEF UNDER SUBSECTION (K) OF THIS SECTION IS**
23 **CONDITIONED ON:**

24 **(I) GIVING PROPER NOTICE, AND WHERE APPROPRIATE, THE**
25 **OPPORTUNITY TO CORRECT, AS DESCRIBED BY SUBSECTION (H) OF THIS SECTION;**

26 **(II) GIVING PROPER NOTICE OF THE INTENT TO TERMINATE**
27 **THE LEASE AND VACATE THE RESIDENTIAL DWELLING UNIT, AS REQUIRED BY**
28 **SUBSECTION (K) OF THIS SECTION; AND**

29 **(III) PAYMENT BY THE TENANT OF ALL RENT PREVIOUSLY**
30 **INCURRED UNDER THE LEASE AND REQUIRED BY SUBSECTION (K) OF THIS SECTION.**

31 **(2) RELIEF MAY NOT BE PROVIDED TO A TENANT UNDER SUBSECTION**
32 **(K) OF THIS SECTION MORE THAN TWICE IN ANY 12-MONTH PERIOD.**

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

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

8 (1) Order the termination of the lease and return of the leased premises to
9 the landlord, subject to the tenant's right of redemption;

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

11 (3) Order that the amount of rent required by the lease, whether paid into
12 court or to the landlord, be abated and reduced in an amount determined by the court to be
13 fair and equitable to represent the existence of the conditions or defects found by the court
14 to exist; or

15 (4) Order the landlord to make the repairs or correct the conditions
16 complained of by the tenant and found by the court to exist.

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

18 (1) Shall, after a hearing, if so ordered by the court or one is requested by
19 the landlord, order that the money in the escrow account be disbursed to the landlord after
20 the necessary repairs have been made;

21 (2) May, after an appropriate hearing, order that some or all money in the
22 escrow account be paid to the landlord or the landlord's agent, the tenant or the tenant's
23 agent, or any other appropriate person or agency for the purpose of making the necessary
24 repairs of the dangerous conditions or defects;

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

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

31 (5) May, after a hearing, if one is requested by the tenant, order, if no
32 repairs are made or if no good faith effort to repair is made within six months of the initial
33 decision to place money in the escrow account, that the money in the escrow account be
34 disbursed to the tenant. Such an order will not discharge the right on the part of the tenant
35 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 if the tenant 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 **RELEVANT** provisions of this section.

8-218.

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

(2) (I) “APARTMENT FACILITY” MEANS AN APARTMENT BUILDING OR COMPLEX THAT CONTAINS FOUR OR MORE INDIVIDUAL DWELLING UNITS THAT A COMMON LANDLORD RENTS FOR RESIDENTIAL PURPOSES, INCLUDING ALL COMMON AREAS AVAILABLE FOR USE BY A TENANT.

(II) “APARTMENT FACILITY” DOES NOT INCLUDE:

1. A SINGLE-FAMILY HOUSE, REGARDLESS OF THE NUMBER OF INDIVIDUAL DWELLING UNITS INTO WHICH THE HOUSE IS SUBDIVIDED;

2. A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF THIS ARTICLE; OR

3. A COOPERATIVE PROJECT ORGANIZED UNDER TITLE 5, SUBTITLE 6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.

(3) “DWELLING UNIT” MEANS THAT PORTION OF A BUILDING THAT IS DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE BY ONE OR MORE PERSONS.

(4) “TENANT ORGANIZATION” MEANS AN INCORPORATED OR UNINCORPORATED ORGANIZATION OF THREE OR MORE TENANTS WHO RESIDE IN AN APARTMENT FACILITY FORMED FOR THE PURPOSE OF IMPROVING THE LIVING CONDITIONS, CONTRACTUAL POSITION, OR COMMUNITY EXPERIENCES OF THE RESIDENTS OF THE APARTMENT FACILITY THAT:

(I) MEETS REGULARLY;

(II) OPERATES DEMOCRATICALLY; AND

(III) IS INDEPENDENT OF THE OWNERS OR MANAGEMENT OF THE APARTMENT FACILITY AND THEIR REPRESENTATIVES.

(B) (1) A TENANT ORGANIZATION SHALL HAVE THE RIGHT OF FREE ASSEMBLY IN THE MEETING ROOMS AND OTHER AREAS SUITABLE FOR MEETINGS WITHIN AN APARTMENT FACILITY DURING REASONABLE HOURS AND ON REASONABLE NOTICE TO THE LANDLORD TO CONDUCT TENANT ORGANIZATION MEETINGS.

(2) THE LANDLORD MAY IMPOSE REASONABLE TERMS AND CONDITIONS ON THE USE OF A MEETING ROOM OR OTHER SUITABLE AREA FOR MEETINGS, PROVIDED THAT THE TERMS AND CONDITIONS DO NOT UNDERMINE THE PURPOSES OF THIS SECTION.

(3) A TENANT ORGANIZATION SHALL:

(I) DESIGNATE AT LEAST TWO BUT NOT MORE THAN FIVE MEMBERS WHO ARE AUTHORIZED TO SCHEDULE USE OF A MEETING ROOM OR OTHER SUITABLE AREA FOR MEETINGS ON BEHALF OF THE TENANT ORGANIZATION; AND

(II) PROVIDE WRITTEN NOTIFICATION TO THE LANDLORD OF THE DESIGNEES AT LEAST ONCE PER YEAR.

(C) (1) A LANDLORD MAY NOT CHARGE A TENANT ORGANIZATION A FEE FOR THE USE OF A MEETING ROOM OR OTHER SUITABLE AREA FOR MEETINGS FOR THE FIRST MEETING OF THE TENANT ORGANIZATION EACH MONTH.

(2) A LANDLORD MAY CHARGE A REASONABLE FEE FOR ALL OTHER USES OF A MEETING ROOM OR OTHER SUITABLE AREA FOR MEETINGS BY THE TENANT ORGANIZATION WITHIN THE SAME MONTH PROVIDED THAT THE FEE DOES NOT EXCEED THE REGULAR SCHEDULE OF FEES FOR THE SPACE CHARGED TO OTHER GROUPS.

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.

(c) "Offender" means a person who commits an act of domestic violence or commits a sexual assault offense.

(d) “Peace order” means an enforceable final peace order.

(e) “Protective order” means an enforceable final protective order.

(F) “QUALIFIED THIRD PARTY” MEANS:

(1) A PHYSICIAN WHO IS AUTHORIZED TO PRACTICE MEDICINE UNDER THE HEALTH OCCUPATIONS ARTICLE;

(2) A PSYCHOLOGIST WHO IS AUTHORIZED TO PRACTICE PSYCHOLOGY UNDER THE HEALTH OCCUPATIONS ARTICLE; OR

(3) A SOCIAL WORKER OR CASEWORKER OF ANY PUBLIC OR PRIVATE HEALTH OR SOCIAL SERVICES AGENCY OR PROVIDER.

(G) “REPORT BY A QUALIFIED THIRD PARTY” MEANS A REPORT BASED ON INFORMATION RECEIVED BY A QUALIFIED THIRD PARTY WHILE ACTING IN A PROFESSIONAL CAPACITY THAT:

(1) INDICATES THAT THE TENANT OR A LEGAL OCCUPANT IS SEEKING ASSISTANCE FOR PHYSICAL OR MENTAL INJURIES RESULTING FROM AN ACT OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING;

(2) INCLUDES THE FOLLOWING ELEMENTS:

(I) THE NAME OF THE TENANT OR LEGAL OCCUPANT;

(II) A STATEMENT THAT THE TENANT OR LEGAL OCCUPANT IS A VICTIM OF DOMESTIC VIOLENCE, A VICTIM OF SEXUAL ASSAULT, OR A VICTIM OF STALKING;

(III) THE DATE, TIME, LOCATION, AND A BRIEF DESCRIPTION OF THE INCIDENT;

(IV) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED PERPETRATOR, IF KNOWN;

(V) THE NAME AND ADDRESS OF THE EMPLOYER OF THE QUALIFIED THIRD PARTY;

(VI) THE LICENSING ENTITY AND LICENSE NUMBER OF THE QUALIFIED THIRD PARTY, IF THE QUALIFIED THIRD PARTY IS REQUIRED TO BE LICENSED; AND

(VII) THE SIGNATURE OF THE QUALIFIED THIRD PARTY, UNDER SEAL OF A NOTARY PUBLIC; AND

(3) IS SIGNED AND ACKNOWLEDGED BY THE TENANT OR LEGAL OCCUPANT UNDER PENALTY OF PERJURY.

~~[(f)]~~ (H) “Victim of domestic violence” means a person who is:

(1) A victim of domestic abuse, as defined in § 4–501 of the Family Law Article; and

(2) A person eligible for relief, as defined in § 4–501 of the Family Law Article.

~~[(g)]~~ (I) “Victim of sexual assault” means a person who is a victim of:

(1) A sexual crime under Title 3, Subtitle 3 of the Criminal Law Article;

(2) Child sexual abuse under § 3–602 of the Criminal Law Article; or

(3) Sexual abuse of a vulnerable adult under § 3–604 of the Criminal Law Article.

(J) “VICTIM OF STALKING” MEANS A PERSON WHO IS A VICTIM OF STALKING UNDER § 3–802 OF THE CRIMINAL LAW ARTICLE.

8–5A–02.

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

(1) A victim of domestic violence; ~~[or]~~

(2) A victim of sexual assault; OR

(3) A VICTIM OF STALKING.

(b) If a tenant or legal occupant is a victim of domestic violence ~~[or]~~, a victim of sexual assault, OR A VICTIM OF STALKING, the tenant may provide to the landlord the written notice required under § 8–5A–03 ~~[or]~~, § 8–5A–04, OR § 8–5A–05 of this subtitle and, if the written notice is provided, the tenant shall have 30 days to vacate the leased premises from the date of providing the written notice.

(c) **(1)** A tenant who vacates leased premises under this section is responsible for rent only [for the 30 days following the tenant providing notice of an intent to vacate] **FOR THE TIME FOLLOWING THE TENANT PROVIDING NOTICE OF AN INTENT TO VACATE UNTIL THE TENANT VACATES THE LEASED PREMISES, UP TO A MAXIMUM OF 30 DAYS.**

(2) (I) IF A TENANT VACATES THE LEASED PREMISES EARLIER THAN 30 DAYS AFTER THE DATE THE TENANT PROVIDES WRITTEN NOTICE OF AN INTENT TO VACATE, THE TENANT SHALL PROVIDE THE LANDLORD WITH WRITTEN NOTICE, SIGNED BY THE TENANT AND NOTARIZED, BY FIRST-CLASS MAIL OR HAND DELIVERY STATING THAT THE TENANT HAS VACATED THE LEASED PREMISES.

(II) ON RECEIVING A NOTICE IDENTIFIED IN SUBPARAGRAPH (I) OF THIS PARAGRAPH, A LANDLORD SHALL INSPECT THE LEASED PREMISES AND, IF THE TENANT HAS VACATED THE LEASED PREMISES, PROVIDE THE TENANT WITH A WRITTEN STATEMENT THAT:

1. CONFIRMS THE TENANT HAS VACATED THE LEASED PREMISES;

2. STATES THE RENT THAT THE TENANT IS RESPONSIBLE FOR UNDER THIS SUBSECTION; AND

3. STATES THE AMOUNT OF RENT STILL OWED BY THE TENANT OR THE AMOUNT OF ANY OVERPAYMENT OF RENT TO BE REFUNDED.

(III) FOR THE PURPOSE OF CALCULATING THE RENT THAT A TENANT IS RESPONSIBLE FOR UNDER THIS SUBSECTION, THE TENANT SHALL BE DEEMED TO HAVE VACATED THE LEASED PREMISES:

1. IF NOTICE IS DELIVERED BY FIRST-CLASS MAIL, ON THE DATE THE NOTICE WAS POSTMARKED; OR

2. IF NOTICE IS HAND DELIVERED, ON THE DATE THE NOTICE WAS HAND DELIVERED TO THE LANDLORD.

(IV) A TENANT WHO VACATES THE LEASED PREMISES EARLIER THAN 30 DAYS AFTER THE DATE THE TENANT PROVIDED WRITTEN NOTICE OF AN INTENT TO VACATE OR WHO FAILS TO PROVIDE THE WRITTEN NOTICE REQUIRED UNDER THIS PARAGRAPH SHALL BE RESPONSIBLE FOR THE MAXIMUM RENT REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.

(d) If a tenant does not vacate the leased premises within 30 days of providing to

the landlord the written notice required under § 8–5A–03 [or], § 8–5A–04, **OR § 8–5A–05** of this subtitle, the landlord is, at the landlord’s option and with written notice to the tenant, entitled to:

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

(2) Deem the tenant’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 future liability under a residential lease under this section does not terminate or in any other way impact the future liability of a tenant who is the respondent in the action that results in:

(1) A protective order issued for the benefit of the victim tenant 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 or victim legal occupant for which the underlying act was sexual assault **OR STALKING** under § 3–1505 of the Courts Article.

8–5A–03.

(a) If a tenant or legal occupant is a victim of domestic violence, the tenant may terminate the tenant’s future liability under a residential lease under § 8–5A–02 of this subtitle if the tenant provides the landlord with written notice by first-class mail or hand delivery of an intent to vacate the premises and notice of the tenant’s or legal occupant’s status as a victim of domestic violence.

(b) The notice provided under subsection (a) of this section shall include **[a]**:

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

(2) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED THAT:

(I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED PERPETRATOR IS REDACTED; AND

(II) THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY WITHIN THE PRECEDING 60 DAYS.

8–5A–04.

(a) If a tenant or legal occupant is a victim of sexual assault, the tenant may

1 terminate the tenant's future liability under a residential lease under § 8-5A-02 of this
2 subtitle if the tenant provides the landlord with written notice by first-class mail or hand
3 delivery of an intent to vacate the leased premises, including the tenant's or legal occupant's
4 status as a victim of sexual assault.

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

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

8 (2) A copy of a peace order issued for the benefit of the tenant or legal
9 occupant for which the underlying act was sexual assault under § 3-1505 of the Courts
10 Article; OR

11 (3) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED
12 THAT:

13 (I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED
14 PERPETRATOR IS REDACTED; AND

15 (II) THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY
16 WITHIN THE PRECEDING 60 DAYS.

17 8-5A-05.

18 (A) IF A TENANT OR LEGAL OCCUPANT IS A VICTIM OF STALKING, THE
19 TENANT MAY TERMINATE THE TENANT'S FUTURE LIABILITY UNDER A RESIDENTIAL
20 LEASE UNDER § 8-5A-02 OF THIS SUBTITLE IF THE TENANT PROVIDES THE
21 LANDLORD WITH WRITTEN NOTICE BY FIRST-CLASS MAIL OR HAND DELIVERY OF AN
22 INTENT TO VACATE THE LEASED PREMISES, INCLUDING THE TENANT'S OR LEGAL
23 OCCUPANT'S STATUS AS A VICTIM OF STALKING.

24 (B) THE NOTICE PROVIDED UNDER SUBSECTION (A) OF THIS SECTION
25 SHALL INCLUDE:

26 (1) A COPY OF A PROTECTIVE ORDER ISSUED FOR THE BENEFIT OF
27 THE TENANT OR LEGAL OCCUPANT UNDER § 4-506 OF THE FAMILY LAW ARTICLE;

28 (2) A COPY OF A PEACE ORDER ISSUED FOR THE BENEFIT OF THE
29 TENANT OR LEGAL OCCUPANT FOR WHICH THE UNDERLYING ACT WAS STALKING
30 UNDER § 3-1505 OF THE COURTS ARTICLE; OR

31 (3) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED
32 THAT:

(I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED PERPETRATOR IS REDACTED; AND

(II) THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY WITHIN THE PRECEDING 60 DAYS.

[8-5A-05.] 8-5A-06.

(a) This section applies to an action for possession of property under § 8-402.1 of this title against a tenant or legal occupant who is a victim of domestic violence [or], a victim of sexual assault, **OR A VICTIM OF STALKING** in which the basis for the alleged breach is an act or acts of domestic violence [or], sexual assault, **OR STALKING**.

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

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

(ii) A copy of a peace order issued for the benefit of the tenant or legal occupant for which the underlying act was sexual assault **OR STALKING** under § 3-1505 of the Courts Article; **OR**

(III) A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED THAT:

(1) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED PERPETRATOR IS REDACTED; AND

(2) THE ALLEGED BREACH OF THE LEASE OCCURRED WITHIN 60 DAYS OF THE DAY THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY.

(2) If domestic violence [or], sexual assault, **OR STALKING** 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 who does not provide the evidence described in paragraph (1) of this subsection.

[8-5A-06.] 8-5A-07.

(a) A person who is a victim of domestic violence [or], a victim of sexual assault, **OR A VICTIM OF STALKING** and who is a tenant under a residential lease may provide to the landlord 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 or legal occupant requires the respondent to refrain from entering or to vacate the residence of the tenant or legal

1 occupant.

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

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

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

8 (c) (1) The landlord shall change the locks on the leased premises by the close
9 of the next business day after receiving a written request under subsection (a) of this
10 section.

11 (2) If the landlord fails to change the locks as required under paragraph (1)
12 of this subsection, the tenant:

13 (i) May have the locks changed by a certified locksmith on the leased
14 premises without permission from the landlord; and

15 (ii) Shall give a duplicate key to the landlord or the landlord's agent
16 by the close of the next business day after the lock change.

17 (d) If a landlord changes the locks on a tenant's leased premises under subsection
18 (c) of this section, the landlord:

19 (1) Shall provide a copy of the new key to the tenant who made the request
20 for the change of locks at a mutually agreed time not to exceed 48 hours following the lock
21 change; and

22 (2) May charge a fee to the tenant not exceeding the reasonable cost of
23 changing the locks.

24 (e) (1) If a landlord charges a fee to the tenant for changing the locks on a
25 tenant's leased premises under subsection (d) of this section, the tenant shall pay the fee
26 within 45 days of the date the locks are changed.

27 (2) If a tenant does not pay a fee as required under paragraph (1) of this
28 subsection, the landlord may:

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

30 (ii) Withhold the amount of the fee from the tenant's security
31 deposit.

32 **8–5A–08.**

1 **A LANDLORD MAY NOT DISCLOSE ANY INFORMATION PROVIDED BY A TENANT**
2 **UNDER THIS SUBTITLE TO A THIRD PARTY UNLESS:**

3 **(1) THE TENANT CONSENTS IN WRITING TO THE DISCLOSURE; OR**

4 **(2) THE DISCLOSURE IS REQUIRED BY LAW OR A COURT ORDER.**

5 SECTION 4. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall be
6 construed to apply only prospectively and may not be applied or interpreted to have any
7 effect on or application to any lease entered into before the effective date of this Act.

8 SECTION 5. AND BE IT FURTHER ENACTED, That this Act shall take effect
9 October 1, 2020.