

HOUSE BILL 86

N1
HB 50/21 – ENT

(PRE-FILED)

2lr0476
CF SB 6

By: **Delegate Stewart**

Requested: September 14, 2021

Introduced and read first time: January 12, 2022

Assigned to: Environment and Transportation

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 13, 2022

CHAPTER _____

1 AN ACT concerning

2 **Landlord and Tenant – Residential Leases – Tenant Rights and Protections**
3 **(Tenant Protection Act of 2022)**

4 FOR the purpose of requiring a landlord that uses a ratio utility billing system to provide
5 certain information to tenants and prospective tenants; authorizing a local
6 jurisdiction to adopt certain local laws relating to ratio utility billing; requiring that
7 a statement of costs provided to a tenant when a portion of the tenant's security
8 deposit is withheld include supporting documentation; providing for the payment of
9 an excess amount of security deposit withheld by a landlord to the tenant under
10 certain circumstances; providing that a tenant organization has a certain right of
11 free assembly in areas within an apartment facility; prohibiting a landlord from
12 charging a tenant organization for the use of certain areas within an apartment
13 facility for the first meeting of the tenant organization each month; expanding
14 certain provisions of law regarding the rights of tenants and legal occupants who are
15 victims of ~~domestic violence or sexual assault~~ to include victims of stalking abuse;
16 altering requirements relating to the calculation of remaining rent and acceptable
17 documentation for a tenant or legal occupant who is a victim of ~~sexual assault,~~
18 ~~domestic violence, or stalking abuse~~; and generally relating to rights and protections
19 for residential tenants.

20 BY renumbering

21 Article – Real Property

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

23 to be Section ~~8–203(k) through (m)~~ 8–203(l) through (n), respectively

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



Annotated Code of Maryland
(2015 Replacement Volume and 2021 Supplement)

BY repealing and reenacting, with amendments,
Article – Real Property
Section 8–203(g), (h), and (i)(7), ~~and 8–5A–01 through 8–5A–06, 8–5A–02,~~
~~8–5A–04, 8–5A–05, and 8–5A–06~~
Annotated Code of Maryland
(2015 Replacement Volume and 2021 Supplement)

BY adding to
Article – Real Property
Section 8–203(j) ~~and (k)~~, 8–212.4, 8–219, ~~8–5A–05~~, and ~~8–5A–08~~ 8–5A–06
Annotated Code of Maryland
(2015 Replacement Volume and 2021 Supplement)

BY repealing
Article – Real Property
Section 8–5A–03
Annotated Code of Maryland
(2015 Replacement Volume and 2021 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)~~ 8–203(l)
through (n), 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

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

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

6 (5) "RATIO UTILITY BILLING SYSTEM" MEANS ALLOCATION OF ONE
7 OR MORE OF A LANDLORD'S UTILITY CHARGES, COLLECTED VIA A MASTER METER,
8 AMONG THE TENANTS BY ANY METHOD THAT DOES NOT MEASURE ACTUAL
9 PER-TENANT USAGE FOR THE UTILITY.

10 (6) "UTILITY" MEANS:

11 (I) ELECTRICITY USAGE;

12 (II) GAS USAGE;

13 (III) WASTEWATER AND SEWAGE DISPOSAL SERVICE USAGE; OR

14 (IV) WATER CONSUMPTION OR USAGE.

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

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

17 OR

18 (2) A COOPERATIVE PROJECT ORGANIZED UNDER TITLE 5, SUBTITLE
19 6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.

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

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

26 (II) ~~A STATEMENT THAT IDENTIFIES THE ELEMENTS THAT~~
27 ~~COMPOSE THE LANDLORD'S UTILITY CHARGES TO BE ALLOCATED TO THE TENANTS~~
28 ~~UNDER THE RATIO UTILITY BILLING SYSTEM, BY UTILITY~~ A COPY OF THE LAST TWO
29 UTILITY BILLS ISSUED TO THE LANDLORD;

(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, WHERE PRACTICABLE, INCLUDING METER READING DATES, BILLING DATES, AND DUE DATES, BY UTILITY;~~

~~(VII) (VI) A STATEMENT THAT THE TENANT HAS THE RIGHT TO RECEIVE INFORMATION FROM THE LANDLORD TO VERIFY THE UTILITY BILL~~
INSPECT RECORDS RETAINED BY THE LANDLORD THAT DOCUMENT A BILL FOR UTILITIES ON WRITTEN REQUEST;

~~(VIII) (VII)~~ INFORMATION REGARDING ANY ADDITIONAL SERVICE CHARGES OR ADMINISTRATIVE FEES TO BE PAID BY THE TENANT FOR THE OPERATION OF THE RATIO UTILITY BILLING SYSTEM; AND

~~(IX) (VIII)~~ A CITATION TO THIS SECTION.

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

(D) A LANDLORD WHO USES A RATIO UTILITY BILLING SYSTEM SHALL, ON WRITTEN REQUEST BY A TENANT, ~~PROVIDE THE TENANT WITH INFORMATION TO DOCUMENT A BILL FOR UTILITIES~~ ALLOW A TENANT TO INSPECT RECORDS RETAINED BY THE LANDLORD THAT DOCUMENT A BILL FOR UTILITIES.

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

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

(II) DISCLOSURE REQUIREMENTS; AND

(III) DOCUMENT RETENTION POLICIES.

(2) ANY LOCAL LAW OR ORDINANCE THAT IS COMPARABLE IN SUBJECT MATTER TO THIS SECTION SHALL SUPERSEDE THE PROVISIONS OF THIS SECTION TO THE EXTENT THAT THE LOCAL LAW OR ORDINANCE IS MORE STRINGENT OR PROVIDES STRONGER PROTECTION OR BROADER APPLICABILITY THAN THIS SECTION.

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

Article – Real Property

8–203.

(g) (1) **[If] SUBJECT TO SUBSECTION (J) OF THIS SECTION, IF** any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with ~~a~~ **AN ITEMIZED** statement of the cost ~~actually~~ incurred.

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

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

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

(ii) The notice shall specify the tenant's new address.

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

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

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

(4) Except to the extent specified, this subsection may not be interpreted to alter the landlord's 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~~ **AN ITEMIZED** statement of the costs ~~actually~~ incurred by the landlord.

(J) (1) ~~A~~ AN ITEMIZED STATEMENT OF COSTS PROVIDED UNDER SUBSECTION (G)(1), (H)(2)(III), OR (I)(7) OF THIS SECTION SHALL, ~~WHERE PRACTICABLE,~~ INCLUDE SUPPORTING DOCUMENTATION, ~~INCLUDING BILLS, INVOICES, AND RECEIPTS,~~ THAT IDENTIFIES THE MATERIALS OR SERVICES PROVIDED.

(2) SUBJECT TO SUBSECTION (K) OF THIS SECTION, A LANDLORD MAY SATISFY THE REQUIREMENT UNDER PARAGRAPH (1) OF THIS SUBSECTION BY PROVIDING AN ESTIMATE OF THE COSTS TO BE INCURRED BY THE LANDLORD.

(K) (1) THIS SUBSECTION APPLIES ONLY IF A LANDLORD PROVIDES AN ESTIMATE AS DOCUMENTATION TO SUPPORT AN ITEMIZED STATEMENT OF COSTS PROVIDED UNDER SUBSECTION (G)(1), (H)(2)(III), OR (I)(7) OF THIS SECTION.

(2) (I) THE LANDLORD SHALL NOTIFY THE TENANT IN WRITING WHEN THE REPAIRS HAVE BEEN COMPLETED.

(II) THE NOTICE REQUIRED UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH SHALL INCLUDE A COPY OF THE FINAL INVOICE FOR ANY REPAIRS MADE BY THE LANDLORD.

(3) IF THE ACTUAL COSTS INCURRED BY THE LANDLORD ARE LESS THAN THE ESTIMATE PROVIDED TO THE TENANT UNDER SUBSECTION (J)(2) OF THIS SECTION, THE LANDLORD SHALL RETURN TO THE TENANT WITHIN 30 DAYS AFTER COMPLETING THE REPAIRS THE AMOUNT OF THE SECURITY DEPOSIT WITHHELD BY THE LANDLORD THAT IS IN EXCESS OF THE ACTUAL COSTS INCURRED BY THE LANDLORD.

(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 SUBJECT TO SUBSECTION (C) OF THIS SECTION, A TENANT ORGANIZATION SHALL HAVE THE RIGHT OF FREE ASSEMBLY TO ASSEMBLE IN A MEETING ROOM WITHIN AN APARTMENT FACILITY DESIGNATED FOR USE BY TENANTS FOR EVENTS AND COMMUNITY GATHERINGS DURING REASONABLE HOURS AND ON REASONABLE NOTICE TO THE LANDLORD TO CONDUCT TENANT ORGANIZATION MEETINGS.~~

(2) (I) THE LANDLORD MAY IMPOSE REASONABLE TERMS AND CONDITIONS ON THE USE OF A MEETING ROOM, PROVIDED THAT THE TERMS AND CONDITIONS DO NOT UNDERMINE THE PURPOSES OF THIS SECTION.

(II) THE LANDLORD MAY REQUIRE AN INDIVIDUAL PARTICIPATING IN A TENANT ORGANIZATION MEETING WHO IS NOT A RESIDENT OF THE APARTMENT FACILITY TO SIGN A WAIVER OF LIABILITY FOR INJURIES SUSTAINED WHILE ON THE PROPERTY.

(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 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 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 BY THE TENANT ORGANIZATION WITHIN THE SAME MONTH PROVIDED THAT THE FEE DOES NOT EXCEED THE REGULAR SCHEDULE OF FEES CHARGED TO OTHER GROUPS OR INDIVIDUALS FOR USE OF THE MEETING ROOM.

8-5A-01.

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

(B) “ABUSE” HAS THE MEANING STATED IN § 4-501(B) OF THE FAMILY LAW ARTICLE.

~~(C)~~ (C) “Legal occupant” means an occupant who resides on the premises with the actual knowledge and permission of the landlord.

~~(D)~~ (D) “Offender” means a person who commits an act of ~~domestic violence or~~ ABUSE.

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

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

~~(F)~~ (G) "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; OR

(4) AN ADVOCATE FROM A DOMESTIC VIOLENCE OR SEXUAL ASSAULT PREVENTION OR ASSISTANCE PROGRAM.

~~(G)~~ (H) "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~~ AS A RESULT OF AN ACT OF ABUSE;

(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~~ ABUSE;

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

(IV) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED ~~PERPETRATOR~~ OFFENDER, 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 A VICTIM OF ABUSE:

~~(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 ABUSE ~~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 AND 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 ~~for~~, § 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~~ **UNDER § 3-1505 OF THE COURTS ARTICLE FOR WHICH THE UNDERLYING ACT WAS AN ACT OF ABUSE.**

~~§ 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 ARE REDACTED; AND~~

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

~~§ 5A-04.~~ **§ 5A-03.**

(a) If a tenant or legal occupant is a victim of ~~sexual assault~~ **ABUSE**, 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 leased premises, including the tenant's or legal occupant's status as a victim of ~~sexual assault~~ ABUSE.

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

(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 peace order issued for the benefit of the tenant or legal occupant ~~for which the underlying act was sexual assault under § 3-1505 of the Courts Article~~ UNDER § 3-1505 OF THE COURTS ARTICLE FOR WHICH THE UNDERLYING ACT WAS AN ACT OF ABUSE; OR

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

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

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

~~§ 5A-05.~~

~~(A) IF A TENANT OR LEGAL OCCUPANT IS A VICTIM OF STALKING, 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 LEASED PREMISES, INCLUDING THE TENANT'S OR LEGAL OCCUPANT'S STATUS AS A VICTIM OF STALKING.~~

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

~~(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;~~

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

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

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

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

~~[8-5A-05.] 8-5A-06. 8-5A-04.~~

(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 ABUSE.~~

(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~~ UNDER § 3-1505 OF THE COURTS ARTICLE FOR WHICH THE UNDERLYING ACT WAS AN ACT OF ABUSE; OR

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

1. THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED PERPETRATOR ARE REDACTED; AND

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

(2) If ~~domestic violence [or], sexual assault, OR STALKING~~ AN ACT OF ABUSE 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. 8-5A-05.~~

(a) A person who is a victim of ~~domestic violence [or], a victim of sexual assault, OR A VICTIM OF STALKING ABUSE~~ 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

1 the respondent to refrain from entering or to vacate the residence of the tenant or legal
2 occupant.

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

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

6 (2) A copy of a peace order issued for the benefit of the tenant or legal
7 occupant ~~for which the underlying act was sexual assault OR STALKING under § 3-1505 of~~
8 ~~the Courts Article~~ **UNDER § 3-1505 OF THE COURTS ARTICLE FOR WHICH THE**
9 **UNDERLYING ACT WAS AN ACT OF ABUSE.**

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

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

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

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

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

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

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

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

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

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

32 (ii) Withhold the amount of the fee from the tenant's security
33 deposit.

1 ~~§ 5A-08.~~ § 5A-06.

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

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

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

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

9 SECTION 5. AND BE IT FURTHER ENACTED, That this Act shall take effect June
10 1, 2022.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.