

Chapter 124

(House Bill 693)

AN ACT concerning

Renters' Rights and Stabilization Act of 2024

FOR the purpose of ~~increasing surcharges for certain landlord-tenant cases filed in the District Court and prohibiting the court from assigning the surcharge against a tenant; altering the priority and criteria in the Statewide Rental Assistance Voucher Program that are followed by the Department of Housing and Community Development and public housing agencies for providing vouchers and housing assistance payments to families; establishing the Office of Tenants' Rights~~ Tenant and Landlord Affairs in the Department of Housing and Community Development and requiring the Office to develop and publish a Maryland Tenants' Bill of Rights; requiring the most recently published version of the Maryland Tenants' Bill of Rights to be included as part of a residential lease; limiting the maximum security deposit required by a residential lease to 1 month's rent; requiring a landlord to include proof in a complaint for repossession of a residential premises for failure to pay rent that the landlord provided certain notice; prohibiting a landlord from including a certain term pertaining to electronic delivery of certain notice in a lease agreement; extending the time period between the granting of a judgment of possession in favor of a landlord and the execution of a warrant of restitution against a tenant and requiring the administrative judge of any district to stay the execution of a warrant of restitution under certain circumstances; establishing certain requirements for the voluntary transfer of title to certain residential rental property under certain circumstances and establishing that those requirements preempt certain local law; requiring the Department to regularly gather and publish data related to the voluntary transfer of title to certain residential rental property; increasing surcharges on certain fees, charges, and costs in certain civil cases in the circuit courts and District Court; prohibiting the court from assigning a certain surcharge against a tenant under certain circumstances; altering certain requirements for certain data collected by the Judiciary and provided to the Department; and generally relating to residential tenancies.

~~BY repealing and reenacting, with amendments,
Article — Courts and Judicial Proceedings
Section 7-301(e)
Annotated Code of Maryland
(2020 Replacement Volume and 2023 Supplement)~~

~~BY repealing and reenacting, without amendments,
Article — Housing and Community Development
Section 4-2001(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 4–2006
 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 Tenant and Landlord Affairs”
 Annotated Code of Maryland
 (2019 Replacement Volume and 2023 Supplement)

BY adding to
 Article – Real Property
 Section 8–119 and 8–120
 Annotated Code of Maryland
 (2023 Replacement Volume)

BY repealing and reenacting, with amendments,
 Article – Real Property
 Section 8–203(b), (f)(2), and (i)(6)(i), 8–208(c) and (d), 8–401**~~(b)(2)(iv), (c),~~** 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) and (b)(2)(iv)
 Annotated Code of Maryland
 (2023 Replacement Volume)

BY repealing and reenacting, with amendments,
 Article – Courts and Judicial Proceedings
 Section 7–202(d) and 7–301(c)
 Annotated Code of Maryland
 (2020 Replacement Volume and 2023 Supplement)

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.~~

~~(e) (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 ejection] case FOR THE FOLLOWING CASES:~~~~

~~A. SUMMARY EJECTION;~~

~~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 (1)1 OF THIS PARAGRAPH:~~

~~A. 50% INTO THE STATEWIDE RENTAL ASSISTANCE VOUCHER PROGRAM ESTABLISHED UNDER § 4-2002 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 (1)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 ejection;~~

~~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 ejection 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.~~

~~4-2006.~~

~~(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~~ TENANT AND LANDLORD AFFAIRS.

5-101.

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

(B) "DIRECTOR" MEANS THE DIRECTOR OF THE OFFICE OF ~~TENANTS' RIGHTS~~ TENANT AND LANDLORD AFFAIRS.

(C) "OFFICE" MEANS THE OFFICE OF ~~TENANTS' RIGHTS~~ TENANT AND LANDLORD AFFAIRS.

(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~~ TENANT AND LANDLORD AFFAIRS 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 DISCRIMINATION AND OTHER UNFAIR OR ILLEGAL HOUSING PRACTICES.

5-103.

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

(B) THE DIRECTOR:

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

(2) REPORTS TO THE SECRETARY.

5-104.

(A) THE OFFICE SHALL:

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

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

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

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

(3) PROVIDE RESOURCES TO FACILITATE ACCESS BY TENANTS TO CREDIT COUNSELING;

(4) REFER COVERED INDIVIDUALS, AS DEFINED IN § 8-901 OF THE REAL PROPERTY ARTICLE, TO THE ACCESS TO COUNSEL IN EVICTIONS PROGRAM THAT IS ADMINISTERED BY THE MARYLAND LEGAL SERVICES CORPORATION;

(5) COLLABORATE WITH COUNTY AND LOCAL GOVERNMENTS THAT PROVIDE TENANT ADVOCACY AND ASSISTANCE;

(6) RECEIVE NOTICES AND OTHER DOCUMENTS RELATED TO A TENANT’S EXCLUSIVE NEGOTIATION PERIOD AND RIGHT OF FIRST REFUSAL UNDER § 8–119 OF THE REAL PROPERTY ARTICLE; AND

(7) ADOPT REGULATIONS GOVERNING THE CONTENT AND DELIVERY OF NOTICES FOR A TENANT’S EXCLUSIVE NEGOTIATION PERIOD AND RIGHT OF FIRST REFUSAL UNDER § 8–119 OF THE REAL PROPERTY ARTICLE.

(B) THE OFFICE MAY:

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

(2) IDENTIFY LANDLORDS THAT ARE OUT OF COMPLIANCE WITH FEDERAL, STATE, OR LOCAL LAW AND FACILITATE REFERRALS OF CASES TO AN 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.~~

~~(H) "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 SIBLING OF THE OWNER, OR TO THE PARENT OR SIBLING OF THE SPOUSE OF THE OWNER;~~

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

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

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

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

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

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

~~(2) THE RIGHT OF A THIRD PARTY TO PURCHASE ANY RESIDENTIAL RENTAL PROPERTY TO WHICH THE REQUIREMENTS OF THIS SECTION APPLY IS~~

~~SUBJECT TO THE EXERCISE OF THE RIGHT OF FIRST REFUSAL BY A TENANT OR GROUP OF TENANTS.~~

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

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

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

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

~~1. APPRAISAL INFORMATION;~~

~~2. ARCHITECTURAL PLANS AND SPECIFICATIONS; AND~~

~~3. OPERATING INFORMATION; AND~~

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

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

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

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

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

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

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

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

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

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

~~1. APPRAISAL INFORMATION;~~

~~2. ARCHITECTURAL PLANS AND SPECIFICATIONS; AND~~

~~3. OPERATING INFORMATION; AND~~

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

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

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

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

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

~~(6) WITHIN 10 DAYS AFTER THE DATE OF MAILING OF A NOTIFICATION IN ACCORDANCE WITH PARAGRAPH (4) OR (5) OF THIS SUBSECTION, THE OWNER SHALL DELIVER TO THE GROUP OF TENANTS ACTING JOINTLY OR THE INDIVIDUAL TENANT AN EXECUTED CONTRACT OF SALE FOR THE PROPERTY ON THE SAME TERMS AND CONDITIONS AS INDICATED IN THE OFFER OF SALE OR THE ARM'S LENGTH, THIRD PARTY CONTRACT.~~

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

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

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

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

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

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

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

(2) "FAMILY MEMBER" MEANS A SPOUSE, FORMER SPOUSE, DOMESTIC PARTNER, FORMER DOMESTIC PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT, SIBLING, STEPSIBLING, SON-IN-LAW, DAUGHTER-IN-LAW, STEPSON-IN-LAW, STEPDAUGHTER-IN-LAW, PARENT-IN-LAW, STEPPARENT-IN-LAW, GRANDPARENT, STEPGRANDPARENT, GRANDCHILD, OR STEPGRANDCHILD.

(3) (I) "MATERIAL TERMS" MEANS ESSENTIAL TERMS FOR THE SALE OF A RESIDENTIAL RENTAL PROPERTY THAT MEET THE REQUIREMENTS IN SUBSECTION (D) OF THIS SECTION.

(II) "MATERIAL TERMS" INCLUDES THE SALES PRICE, SETTLEMENT DATE, AND OTHER CONTINGENCIES.

(4) "OFFER TO PURCHASE" MEANS A GOOD FAITH OFFER FOR THE PURCHASE OF A RESIDENTIAL RENTAL PROPERTY FOR A PRICE THAT A WILLING BUYER WOULD PAY TO A WILLING SELLER IN AN ARM'S LENGTH TRANSACTION, WITH NEITHER PARTY UNDER ANY COMPULSION TO BUY OR SELL.

(5) "RESIDENTIAL RENTAL PROPERTY" MEANS A TENANT-OCCUPIED RENTAL PROPERTY FOR RESIDENTIAL USE WITH THREE OR FEWER INDIVIDUAL DWELLING UNITS.

(6) "SECRETARY" MEANS THE SECRETARY OF HOUSING AND COMMUNITY DEVELOPMENT.

(7) "TENANT" MEANS AN INDIVIDUAL WHO HAS OCCUPIED A RESIDENTIAL RENTAL PROPERTY FOR AT LEAST 6 MONTHS AND WHO IS A NAMED LESSEE IN THE WRITTEN LEASE.

(8) "TENANT'S EXCLUSIVE NEGOTIATION PERIOD" MEANS THE PERIOD OF TIME AFTER A TENANT IS NOTIFIED ABOUT THE TENANT'S RIGHT TO

PURCHASE THE RESIDENTIAL RENTAL PROPERTY DURING WHICH THE TENANT MAY NEGOTIATE EXCLUSIVELY WITH THE OWNER TO ENTER INTO A CONTRACT OF SALE.

(B) THIS SECTION DOES NOT APPLY TO:

- (1) A TRANSFER OF TITLE TO A FAMILY MEMBER OF THE OWNER;**
- (2) A TRANSFER OF TITLE TO A BUSINESS ENTITY WHOLLY OWNED BY THE OWNER;**
- (3) A TRANSFER OF TITLE THROUGH A COURT ORDER, INCLUDING A COURT ORDER FORECLOSING THE RIGHT OF REDEMPTION, A TAX SALE, OR A SALE BY FORECLOSURE, PARTITION, OR BY A COURT-APPOINTED TRUSTEE;**
- (4) A TRANSFER BY A FIDUCIARY IN THE COURSE OF THE ADMINISTRATION OF A DECEDENT'S ESTATE, GUARDIANSHIP, CONSERVATORSHIP, OR TRUST;**
- (5) A TRANSFER OF TITLE THROUGH A TESTAMENTARY DOCUMENT, A TRUST INSTRUMENT, OR INHERITANCE;**
- (6) A TRANSFER OF BARE LEGAL TITLE INTO A REVOCABLE TRUST, WITHOUT ACTUAL CONSIDERATION FOR THE TRANSFER, IF THE TRANSFEROR IS THE CURRENT BENEFICIARY OF THE TRUST;**
- (7) A TRANSFER OF TITLE TO THE STATE OR A LOCAL GOVERNMENT;**
- (8) A TRANSFER OF TITLE IN LIEU OF FORECLOSURE OF A MORTGAGE OR DEED OF TRUST;**
- (9) A TRANSFER OF TITLE THROUGH A COURT ORDER, RECEIVERSHIP, OR COURT-APPROVED SETTLEMENT;**
- (10) A TRANSFER OF TITLE THROUGH THE ORDER OF A BANKRUPTCY COURT OR SALE BY A BANKRUPTCY TRUSTEE OR DEBTOR IN POSSESSION;**
- (11) A GIFT TRANSFER OF TITLE TO ANY NONPROFIT ORGANIZATION EXEMPT FROM TAXATION UNDER § 501(C)(3) OF THE INTERNAL REVENUE CODE;**
- (12) A TRANSFER OF TITLE BY A PUBLIC HOUSING AUTHORITY; OR**
- (13) A RESIDENTIAL RENTAL PROPERTY WITH FOUR OR MORE INDIVIDUAL DWELLING UNITS.**

(C) (1) BEFORE A RESIDENTIAL RENTAL PROPERTY MAY BE OFFERED FOR SALE TO THE PUBLIC OR A THIRD PARTY, INCLUDING THROUGH A LISTING FOR SALE, THE OWNER AND ANY TENANT OR GROUP OF TENANTS OF THE PROPERTY, AS APPLICABLE, SHALL ENTER INTO THE TENANT'S EXCLUSIVE NEGOTIATION PERIOD FOR THE PURCHASE OF THE PROPERTY.

(2) (I) THE THE OWNER OF THE PROPERTY SHALL SEND EACH TENANT A WRITTEN NOTICE OF THE TENANT'S RIGHT TO DELIVER AN OFFER TO PURCHASE THE PROPERTY.

(II) (2) THE WRITTEN NOTICE REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL:

1. (I) BE IN THE FORM SPECIFIED IN REGULATIONS ADOPTED BY THE SECRETARY;

2. (II) BE DELIVERED BY:

A. 1. CERTIFIED MAIL, RETURN RECEIPT REQUESTED FIRST CLASS MAIL WITH A CERTIFICATE OF MAILING; OR

B. 2. A DELIVERY SERVICE PROVIDING DELIVERY TRACKING AND CONFIRMATION;

3. (III) CONTAIN MATERIAL TERMS THAT THE OWNER WOULD AGREE TO INCORPORATE IN A RESULTING CONTRACT OF SALE WITH THE TENANT;

4. (IV) STATE, IN A CONSPICUOUS MANNER, THAT THE NOTICE IS A SOLICITATION OF AN OFFER TO PURCHASE AND IS NOT INTENDED AS AND MAY NOT BE CONSTRUED AS A BINDING CONTRACT OF SALE; AND

5. (V) STATE ANY INFORMATION REGARDING DEADLINES FOR THE TENANT TO SUBMIT AN OFFER TO PURCHASE, INCLUDING THE DURATION OF THE TENANT'S EXCLUSIVE NEGOTIATION PERIOD.

(III) (3) THE OWNER SHALL SEND A COPY OF THE NOTICE REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE OFFICE OF TENANT AND LANDLORD AFFAIRS IN ACCORDANCE WITH REGULATIONS ESTABLISHED BY THE SECRETARY.

(3) (4) (1) WITHIN 30 DAYS AFTER THE TENANT RECEIVES LANDLORD DELIVERS THE NOTICE UNDER PARAGRAPH (2) (1) OF THIS SUBSECTION,

THE TENANT MAY DELIVER TO THE OWNER A WRITTEN OFFER TO PURCHASE THE PROPERTY.

(II) WITHIN 5 DAYS AFTER THE OWNER RECEIVES THE OFFER TO PURCHASE THE PROPERTY FROM THE TENANT, THE OWNER SHALL:

1. IF THE OFFER CONTAINS THE SAME OR MORE FAVORABLE MATERIAL TERMS AS THOSE CONTAINED IN THE NOTICE, ACCEPT THE OFFER AND NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS; OR

2. IF THE OFFER CONTAINS MATERIAL TERMS THAT DEVIATE FROM THE TERMS OF THE NOTICE, DELIVER A COUNTEROFFER TO THE TENANT WITH AN EXPLANATION OF HOW THE OFFER DEVIATES FROM THE NOTICE.

(III) IF MORE THAN ONE TENANT OR GROUP OF TENANTS DELIVERS A TIMELY OFFER TO PURCHASE THE PROPERTY, THE OWNER MAY SELECT THE MORE FAVORABLE OFFER WITHOUT LIABILITY TO ANY OTHER TENANT.

(IV) 1. A TENANT OR GROUP OF TENANTS MAY AFFIRMATIVELY DECLINE AN OFFER OF SALE BY AN OWNER AT ANY TIME BEFORE AN OFFER OF PURCHASE IS REQUIRED TO BE DELIVERED TO THE OWNER UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH.

2. A LANDLORD THAT RECEIVES NOTICE FROM A TENANT OR GROUP OF TENANTS UNDER SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH MAY OFFER THE PROPERTY FOR SALE.

~~(4)~~ (5) (I) WITHIN 5 DAYS AFTER THE TENANT RECEIVES A COUNTEROFFER FROM THE OWNER UNDER PARAGRAPH ~~(3)~~~~(4)~~2 (4)(II)2 OF THIS SUBSECTION, THE TENANT MAY:

1. ACCEPT THE COUNTEROFFER; OR

2. REJECT THE COUNTEROFFER.

(II) IF THE TENANT FAILS TO RESPOND TO THE COUNTEROFFER WITHIN 5 DAYS AFTER RECEIPT OF THE COUNTEROFFER, THE COUNTEROFFER IS DEEMED TO BE REJECTED AND THE OWNER SHALL NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS.

~~(5)~~ (6) A TENANT'S RIGHT OF FIRST REFUSAL UNDER SUBSECTION (D) OF THIS SECTION IS TERMINATED AND THE OWNER SHALL NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS IF THE TENANT DOES NOT:

(I) DELIVER AN OFFER TO PURCHASE IN ACCORDANCE WITH PARAGRAPH (3) OF THIS SUBSECTION; OR

(II) ACCEPT A COUNTEROFFER IN ACCORDANCE WITH PARAGRAPH (4) OF THIS SUBSECTION.

~~(6)~~ (7) MATERIAL TERMS FOR THE PURCHASE OF A RESIDENTIAL RENTAL PROPERTY UNDER THIS SUBSECTION:

(I) SHALL BE COMMERCIALY REASONABLE AND MADE IN GOOD FAITH, AND SHALL ADHERE TO GENERALLY ACCEPTED RESIDENTIAL REAL ESTATE PRACTICES; AND

(II) MAY NOT INCLUDE RESTRICTIONS ON FINANCING METHODS OR THE RIGHT OF INSPECTION.

(D) (1) (I) BEFORE A VOLUNTARY TRANSFER OF TITLE TO A RESIDENTIAL RENTAL PROPERTY MAY OCCUR, ANY TENANT OR GROUP OF TENANTS OF THE PROPERTY, AS APPLICABLE, SHALL HAVE THE RIGHT OF FIRST REFUSAL TO PURCHASE THE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SUBSECTION.

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

(2) A TENANT HAS A RIGHT OF FIRST REFUSAL TO PURCHASE RESIDENTIAL RENTAL PROPERTY IF:

(I) THE OWNER INTENDS TO ACCEPT AN OFFER FROM A THIRD PARTY TO PURCHASE THE PROPERTY FOR AN AMOUNT THAT IS AT LEAST 10% LOWER THAN THE LOWEST PRICE OFFERED TO THE TENANT IN ANY PREVIOUS NOTICE, OFFER, OR COUNTEROFFER UNDER SUBSECTION (C) OF THIS SECTION; OR

(II) THE OWNER, WITHOUT HAVING OFFERED THE PROPERTY FOR SALE TO THE PUBLIC OR ANY THIRD PARTY, RECEIVES AN OFFER TO PURCHASE THE PROPERTY FROM A THIRD PARTY.

(3) (I) IF THE OWNER RECEIVES AN OFFER TO PURCHASE THE PROPERTY FROM A THIRD PARTY AS DESCRIBED IN PARAGRAPH (2) OF THIS SUBSECTION, THE OWNER MAY NOT ACCEPT THE OFFER UNTIL:

1. THE OWNER PROVIDES WRITTEN NOTICE TO THE TENANT OF THE TENANT'S RIGHT OF FIRST REFUSAL; AND

2. THE TENANT HAS AN OPPORTUNITY TO EXERCISE THE RIGHT OF FIRST REFUSAL WITHIN 30 DAYS AFTER RECEIPT OF THE NOTICE SPECIFIED IN PARAGRAPH (4)(I) OF THIS SUBSECTION.

(II) THE WRITTEN NOTICE OF THE RIGHT OF FIRST REFUSAL TO THE TENANT SHALL:

1. BE IN THE FORM SPECIFIED IN REGULATIONS BY THE SECRETARY;

2. BE DELIVERED BY:

A. ~~CERTIFIED MAIL, RETURN RECEIPT REQUESTED~~ FIRST CLASS MAIL WITH A CERTIFICATE OF MAILING; OR

B. A DELIVERY SERVICE PROVIDING DELIVERY TRACKING AND CONFIRMATION;

3. CONTAIN THE SAME SALES PRICE AS THE THIRD-PARTY OFFER TO PURCHASE;

4. STATE, IN A CONSPICUOUS MANNER, THAT THE NOTICE IS A SOLICITATION OF AN OFFER TO PURCHASE AND IS NOT INTENDED AS AND MAY NOT BE CONSTRUED AS A BINDING CONTRACT OF SALE; AND

5. STATE ANY INFORMATION REGARDING DEADLINES FOR THE TENANT TO SUBMIT AN OFFER TO PURCHASE.

(III) THE OWNER SHALL SEND A COPY OF THE NOTICE TO THE OFFICE OF TENANT AND LANDLORD AFFAIRS IN ACCORDANCE WITH REGULATIONS ESTABLISHED BY THE SECRETARY.

(4) (I) WITHIN 30 DAYS AFTER RECEIPT OF THE NOTICE UNDER PARAGRAPH (3) OF THIS SUBSECTION, THE TENANT MAY DELIVER TO THE OWNER A WRITTEN OFFER TO PURCHASE THE PROPERTY.

(II) IF A TENANT DELIVERS AN OFFER TO PURCHASE AT THE SAME SALES PRICE AS THE OFFER FROM THE THIRD PARTY, THE OWNER SHALL ACCEPT THE OFFER FROM THE TENANT AND NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS.

(III) IF MORE THAN ONE TENANT OR GROUP OF TENANTS DELIVERS A TIMELY OFFER TO PURCHASE THE PROPERTY, THE OWNER MAY SELECT THE MORE FAVORABLE OFFER WITHOUT LIABILITY TO ANY OTHER TENANT.

(5) IF A TENANT DOES NOT DELIVER AN OFFER TO PURCHASE THE PROPERTY IN ACCORDANCE WITH PARAGRAPH (4) OF THIS SUBSECTION:

(I) THE OWNER MAY ACCEPT THE THIRD-PARTY OFFER;

(II) THE TENANT'S RIGHT OF FIRST REFUSAL SHALL BE CONSIDERED WAIVED; AND

(III) THE OWNER SHALL NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS.

(6) IF THE OWNER ACCEPTS THE OFFER TO PURCHASE FROM THE TENANT UNDER PARAGRAPH (4) OF THIS SUBSECTION AND ENTERS INTO A CONTRACT OF SALE, BUT THE CONTRACT IS TERMINATED BEFORE SETTLEMENT, THE TENANT'S RIGHT OF FIRST REFUSAL IS WAIVED AND THE OWNER SHALL NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS.

(7) IF A THIRD PARTY DELIVERS AN OFFER TO PURCHASE TO THE OWNER, THE OWNER SHALL NOTIFY THE THIRD PARTY OF A TENANT'S RIGHT OF FIRST REFUSAL UNDER THIS SUBSECTION.

(E) THIS SECTION MAY NOT BE CONSTRUED TO PROHIBIT:

(1) AN INDIVIDUAL FROM SUBMITTING AN OFFER TO PURCHASE A PROPERTY LEASED BY THE INDIVIDUAL THAT IS OFFERED FOR SALE TO THE PUBLIC; OR

(2) MULTIPLE TENANTS OF A RESIDENTIAL PROPERTY FROM JOINTLY DELIVERING AN OFFER TO PURCHASE OR FROM JOINTLY CONTRACTING TO PURCHASE THE PROPERTY.

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

(G) THIS SECTION PREEMPTS ANY LOCAL LAW OR ORDINANCE GOVERNING THE RIGHT OF FIRST REFUSAL OR OPPORTUNITY TO PURCHASE OF A JURISDICTION OR TENANT FOR THE PURCHASE OF A RESIDENTIAL RENTAL PROPERTY.

~~(H) A TENANT MAY SEEK RELIEF FROM A COURT OF COMPETENT JURISDICTION TO RESTRAIN OR ENJOIN ANY VIOLATION OF THIS SECTION PRIOR TO THE CLOSING OF A CONTRACT OF SALE BETWEEN THE OWNER AND BUYER.~~

~~(H)~~ (H) (1) FOLLOWING CLOSING ON A CONTRACT OF SALE BETWEEN AN OWNER AND A TENANT, LIABILITY FOR FAILURE TO COMPLY WITH THIS SECTION IS RESTRICTED TO THE OWNER AND MAY NOT ATTACH TO THE RESIDENTIAL RENTAL PROPERTY THAT IS THE SUBJECT OF THE CONTRACT.

(2) (I) A TENANT WHO BRINGS AN ACTION AGAINST THE OWNER AFTER CLOSING ON A CONTRACT OF SALE FOR FAILING TO PROVIDE THE NOTICE REQUIRED BY THIS SECTION MAY NOT FILE A NOTICE OF LIS PENDENS UNDER MARYLAND RULE 12-102.

(II) A COURT MAY DISMISS A WRONGFULLY FILED ACTION OF LIS PENDENS UNDER THIS PARAGRAPH.

~~(J)~~ (I) AN OWNER OF A RESIDENTIAL RENTAL PROPERTY WHO VIOLATES THIS SECTION IS SUBJECT TO A FINE OF NOT MORE THAN \$1,000 PER VIOLATION.

~~(K)~~ (J) THE SECRETARY SHALL ADOPT REGULATIONS TO CARRY OUT THIS SECTION.

8-120.

(A) THE DEPARTMENT SHALL REGULARLY GATHER AND MONITOR DATA RELATED TO THE PURCHASE OF RESIDENTIAL RENTAL PROPERTIES BY TENANTS UNDER § 8-119 OF THIS SUBTITLE.

(B) THE DEPARTMENT SHALL PUBLISH THE DATA GATHERED UNDER SUBSECTION (A) OF THIS SECTION IN A DATA DASHBOARD ON THE DEPARTMENT'S WEBSITE.

(C) (1) THE DEPARTMENT SHALL ORGANIZE THE DATA GATHERED UNDER SUBSECTION (A) OF THIS SECTION INTO OPEN DATA SETS ON A ROLLING BASIS THAT ALLOW AUTOMATED SEARCHING, SPATIAL ANALYSIS, VISUALIZATION, AND PROCESSING.

(2) ON REQUEST, THE DEPARTMENT SHALL PROVIDE THE ORGANIZED DATA TO STATE OR LOCAL GOVERNMENTAL ENTITIES AND INSTITUTIONS OF HIGHER EDUCATION THAT ARE LOCATED IN THE STATE.

(D) THE DEPARTMENT MAY NOT PUBLISH DATA UNDER THIS SECTION THAT IS PRIVILEGED OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE.

8-203.

(b) (1) ~~A~~ **EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,** A landlord may not impose a security deposit in excess of the equivalent of [two months'] **1 MONTH'S** rent per dwelling unit, regardless of the number of tenants.

(2) A LANDLORD MAY IMPOSE A SECURITY DEPOSIT IN AN AMOUNT EQUIVALENT TO UP TO 2 MONTHS' RENT IF:

(I) THE TENANT IS ELIGIBLE AND HAS QUALIFIED FOR UTILITY ASSISTANCE THROUGH THE DEPARTMENT OF HUMAN SERVICES;

(II) THE LEASE AGREEMENT REQUIRES THAT THE TENANT MAKE PAYMENTS FOR UTILITY SERVICES DIRECTLY TO THE LANDLORD; AND

(III) THE TENANT AND LANDLORD AGREE IN WRITING TO THE AMOUNT OF THE SECURITY DEPOSIT.

~~(2)~~ **(3)** If a landlord [charges more than the equivalent of two months' rent per dwelling unit as a security deposit] **VIOLATES PARAGRAPH (1) OF THIS SUBSECTION,** the tenant may recover up to [threefold] **THREE TIMES** the extra amount charged, plus reasonable attorney's fees.

~~(3)~~ **(4)** An action under this section may be brought at any time during the tenancy or within [two] **2** years after its termination.

*(f) (2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach **OR THE AMOUNT OF A SURCHARGE AUTHORIZED UNDER § 7-301(C)(5)(II) OF THE COURTS ARTICLE.***

(i) (6) (i) A surety bond may be used to pay claims by a landlord for:

1. Unpaid rent;

2. Damage due to breach of lease; [or]

3. Damage by the tenant or the tenant's family, agents, employees, guests, or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, or furnishings owned by the landlord; OR

**4. THE AMOUNT OF A SURCHARGE AUTHORIZED UNDER
§ 7-301(C)(5)(II) OF THE COURTS ARTICLE.**

8-208.

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

(c) A lease shall include:

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

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

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

(4) **A COPY OF THE MOST CURRENT VERSION OF THE MARYLAND TENANTS' BILL OF RIGHTS PUBLISHED BY THE OFFICE OF ~~TENANTS' RIGHTS~~ TENANT AND LANDLORD AFFAIRS IN THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.**

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

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

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

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

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

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

(5) Has the tenant agree to a period required for landlord's notice to quit which is less than that provided by applicable law[; provided, however, that neither party is prohibited from agreeing], **EXCEPT THAT THE PARTIES MAY AGREE** to a longer notice 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 OR § 8-401 OF THIS TITLE** 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~~ EXCEPT AS AUTHORIZED UNDER § 7-301(C)(5)(II) OF THE COURTS ARTICLE, 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;

(c) (1) Before a landlord may file a complaint under this section, the landlord shall provide to the tenant a written notice of the landlord’s intent to file a claim in the District Court against the tenant to recover possession of the residential premises if the tenant does not cure within 10 days after the written notice is provided to the tenant.

(2) **(I)** The written notice required under paragraph (1) of this subsection shall be in a form created by the Maryland Judiciary and notice shall occur when the notice is:

[(i)] 1. Sent by first–class mail, certificate of mailing;

[(ii)] 2. Affixed to the door of the premises; or

[(iii)] 3. If elected by the tenant, sent by electronic delivery in at least one of the following forms:

[1.] A. An e–mail message;

[2.] B. A text message; or

[3.] C. Through an electronic tenant portal.

(II) **ELECTRONIC NOTICE UNDER SUBPARAGRAPH (I)3 OF THIS PARAGRAPH SHALL PROVIDE THE LANDLORD WITH PROOF OF THE TRANSMISSION OF THE NOTICE.**

(3) (i) A complaint for repossession filed in accordance with this section shall include ~~fa†~~

~~1.~~ A statement that states and affirms the date on which the landlord provided the notice required under paragraph (1) of this subsection; ~~AND~~

~~2.~~ PROOF THAT THE LANDLORD PROVIDED THE NOTICE REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.

(ii) A tenant may challenge assertions made by a landlord under this paragraph, and the court may dismiss the landlord’s complaint on a showing of sufficient cause.

~~(4) A LANDLORD MAY NOT CONDITION THE ACCEPTANCE OF A LEASE APPLICATION ON THE TENANT’S ELECTION TO RECEIVE NOTICE UNDER THIS SUBSECTION BY ELECTRONIC DELIVERY.~~

(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 AFFECTING THE RESIDENTIAL PROPERTY, INCLUDING:

~~A.~~ 1. A TEMPERATURE OR NEXT-DAY FORECASTED TEMPERATURE OF 32 DEGREES FAHRENHEIT OR LOWER;

~~B.~~ 2. A WINTER STORM WARNING OR BLIZZARD WARNING ISSUED BY THE NATIONAL WEATHER SERVICE;

~~C.~~ 3. A HURRICANE WARNING OR TROPICAL STORM WARNING ISSUED BY THE NATIONAL WEATHER SERVICE; AND

~~D.~~ 4. 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 – Courts and Judicial Proceedings

7-202.

(d) The State Court Administrator, as part of the Administrator's determination of the amount of court costs and charges in civil cases, shall assess a surcharge that:

(1) May not be more than [\$55] \$85 per case; and

(2) Shall be deposited into the Maryland Legal Services Corporation Fund established under § 11-402 of the Human Services Article.

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] ~~\$83~~ \$43 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] \$28 per case for all other civil cases; and

(ii) Shall be deposited:

1. FOR A SURCHARGE ASSESSED UNDER ITEM (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 ITEM (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) (I) ~~A~~ EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, 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 BY THE COURT.

(II) A COURT MAY ALLOW A LANDLORD TO DEDUCT A SURCHARGE ASSESSED UNDER PARAGRAPH (2)(I)1 OF THIS SUBSECTION FROM THE TENANT’S SECURITY DEPOSIT IF:

1. A JUDGMENT FOR POSSESSION IS GRANTED IN THE LANDLORD’S FAVOR; AND

2. THE LEASE AGREEMENT PROVIDES THAT A SURCHARGE MAY BE ASSESSED AGAINST THE TENANT IN ACCORDANCE WITH THIS PARAGRAPH.

(III) A DEDUCTION UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH MAY NOT EXCEED THE AMOUNT OF A TENANT’S SECURITY DEPOSIT.

[(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.

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

Article – Courts and Judicial Proceedings

7–202.

(d) The State Court Administrator, as part of the Administrator’s determination of the amount of court costs and charges in civil cases, shall assess a surcharge that:

(1) May not be more than ~~[\$55]~~ \$85 per case; and

(2) Shall be deposited into the Maryland Legal Services Corporation Fund established under § 11–402 of the Human Services Article.

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] ~~83~~ \$43 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] \$28 per case for all other civil cases; and

(ii) Shall be deposited:

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

A. 45% INTO THE STATEWIDE RENTAL ASSISTANCE VOUCHER PROGRAM ESTABLISHED UNDER § 4-2902 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE;

B. 45% INTO THE MARYLAND LEGAL SERVICES CORPORATION FUND ESTABLISHED UNDER § 11-402 OF THE HUMAN SERVICES ARTICLE; AND

C. 10% INTO THE RENTAL ASSISTANCE FOR COMMUNITY SCHOOLS FAMILIES FUND ESTABLISHED UNDER § 9.9-104.1 OF THE EDUCATION ARTICLE; AND

2. FOR A SURCHARGE ASSESSED UNDER ITEM (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) (I) ~~A~~ EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, 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 BY THE COURT.

(II) A COURT MAY ALLOW A LANDLORD TO DEDUCT A SURCHARGE ASSESSED UNDER PARAGRAPH (2)(I)1 OF THIS SUBSECTION FROM THE TENANT'S SECURITY DEPOSIT IF:

1. A JUDGMENT FOR POSSESSION IS GRANTED IN THE LANDLORD'S FAVOR; AND

2. THE LEASE AGREEMENT PROVIDES THAT A SURCHARGE MAY BE ASSESSED AGAINST THE TENANT IN ACCORDANCE WITH THIS PARAGRAPH.

(III) A DEDUCTION UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH MAY NOT EXCEED THE AMOUNT OF A TENANT'S SECURITY DEPOSIT.

[(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.

SECTION ~~2~~ 4. 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**
- (viii) **THE OUTCOME OF THE ISSUANCE OF THE WARRANT, INCLUDING:**
 - 1. **AN EVICTION EXECUTED BY A SHERIFF’S OFFICE;**
 - 2. **THE CANCELLATION OF THE WARRANT;**
 - 3. **THE EXPIRATION OF THE WARRANT; AND**
 - 4. **ANY OTHER OUTCOME.**

(5) **“PUBLICLY DISCLOSABLE DATA” MEANS DATA THAT IS NOT REQUIRED TO BE WITHHELD FROM DISCLOSURE UNDER THE PUBLIC INFORMATION ACT OR ANY OTHER LAW.**

(6) **“WARRANT” MEANS A WARRANT OF RESTITUTION, A WARRANT ISSUED TO A SHERIFF OR CONSTABLE COMMANDING A TENANT TO DELIVER POSSESSION TO A LANDLORD, OR A WRIT OF POSSESSION, ISSUED AS THE RESULT OF A JUDGMENT FOR POSSESSION OF RESIDENTIAL PROPERTY.**

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

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

(c) The Department shall:

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

(2) Publish the **PUBLICLY DISCLOSABLE** data in a data dashboard on the Department’s website and update the dashboard monthly;

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

- (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 5. AND BE IT FURTHER ENACTED, That Section 3 of this Act shall take effect October 1, 2024, contingent on the taking effect of Chapter (S.B. 370/H.B. 428) of the Acts of the General Assembly of 2024. If Section 3 of this Act takes effect, Section 2 of this Act, with no further action required by the General Assembly, shall be abrogated and of no further force and effect.

SECTION ~~3~~ 6. AND BE IT FURTHER ENACTED, That Section ~~2~~ 4 of this Act shall take effect October 1, 2025.

SECTION ~~4~~ 7. AND BE IT FURTHER ENACTED, That, subject to Section 5 of this Act, and except as provided in Section ~~3~~ 6 of this Act, this Act shall take effect October 1, 2024.

Approved by the Governor, April 25, 2024.