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Introduced and read first time: February 7, 2003

Assigned to: Environmental Matters

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A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant - Disclosure Requirements and Tenant Remedies**

3 FOR the purpose of altering the exclusive jurisdiction of the District Court to include  
4 a petition for injunction filed by a tenant in a certain wrongful eviction action;  
5 establishing a cause of action for wrongful eviction; authorizing the court to  
6 issue a temporary order in an action for wrongful eviction; requiring certain  
7 hearings in the wrongful eviction action to be held within a certain time period;  
8 authorizing the court to conduct an emergency hearing and issue a temporary  
9 order on certain grounds; requiring a certain bond to be filed before a temporary  
10 order; authorizing the court to waive bond in certain circumstances; requiring  
11 the tenant to notify the landlord of the emergency hearing under certain  
12 circumstances; authorizing the court to communicate with the landlord if the  
13 landlord does not attend the emergency hearing; setting forth the relief the  
14 court may order after the hearing; requiring the sheriff to serve the order on the  
15 landlord; authorizing the court to waive the cost of service of the order;  
16 authorizing the landlord to file a request for modification or dissolution of the  
17 emergency order; authorizing the court to conduct an adversary hearing in the  
18 wrongful eviction action; requiring the court to make certain factual findings  
19 after the hearing on the merits; authorizing the court to issue an injunction and  
20 award certain forms of relief if the tenant prevails in the action; requiring a  
21 lease for certain residential dwelling units to include a statement that certain  
22 property to be leased has satisfied certain requirements relating to lead  
23 poisoning; requiring the lease to state that a copy of a certain certificate is  
24 available to the tenant upon written request; requiring the court to order certain  
25 relief in a retaliatory eviction action if the court finds for the tenant and the  
26 tenant requests certain relief; altering the standard of proof in a retaliatory  
27 eviction action; imposing an obligation to pay fines on a landlord with  
28 outstanding fines resulting from failure of certain leased premises to pass  
29 certain housing code inspections; authorizing the court to order certain relief in  
30 actions seeking relief from certain serious and dangerous defects in certain  
31 leased premises; requiring a landlord's written complaint in an action for  
32 distress based on arrears in rent for certain property to include a copy of a  
33 certain inspection certificate for that property; requiring a landlord's written  
34 complaint in an action to repossess certain property to include a certain written

1 affirmation concerning that property; defining certain terms; and generally  
2 relating to disclosure requirements for landlords and tenant remedies.

3 BY repealing and reenacting, with amendments,  
4 Article - Courts and Judicial Proceedings  
5 Section 4-401(7)  
6 Annotated Code of Maryland  
7 (2002 Replacement Volume)

8 BY repealing and reenacting, with amendments,  
9 Article - Real Property  
10 Section 8-208(c), 8-208.1, 8-211, 8-303(a), and 8-401(b)(1)  
11 Annotated Code of Maryland  
12 (1996 Replacement Volume and 2002 Supplement)

13 BY repealing and reenacting, without amendments,  
14 Article - Real Property  
15 Section 8-208(a), 8-208.2, 8-211.1, 8-303(b), and 8-401(a)  
16 Annotated Code of Maryland  
17 (1996 Replacement Volume and 2002 Supplement)

18 BY adding to  
19 Article - Real Property  
20 Section 8-405  
21 Annotated Code of Maryland  
22 (1996 Replacement Volume and 2002 Supplement)

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

25 **Article - Courts and Judicial Proceedings**

26 4-401.

27 Except as provided in § 4-402 of this subtitle, and subject to the venue  
28 provisions of Title 6 of this article, the District Court has exclusive original civil  
29 jurisdiction in:

30 (7) A petition of injunction filed by:

31 (i) A tenant in an action under § 8-211 of the Real Property Article  
32 or a local rent escrow law; [or]

33 (ii) A person who brings an action under § 14-120 or § 14-125.1 of  
34 the Real Property Article; OR

1 (III) A TENANT IN A WRONGFUL EVICTION ACTION UNDER § 8-405 OF  
2 THE REAL PROPERTY ARTICLE;

3 **Article - Real Property**

4 8-208.

5 (a) (1) On or after October 1, 1999, any landlord who offers 5 or more  
6 dwelling units for rent in the State may not rent a residential dwelling unit without  
7 using a written lease.

8 (2) If a landlord fails to comply with paragraph (1) of this subsection, the  
9 term of the tenancy is presumed to be 1 year from the date of the tenant's first  
10 occupancy unless the tenant elects to end the tenancy at an earlier date by giving 1  
11 month's written notice.

12 (c) A lease shall include:

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

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

19 (3) IF THE PREMISES ARE AN "AFFECTED PROPERTY" AS DEFINED IN §  
20 6-801 OF THE ENVIRONMENT ARTICLE, A STATEMENT THAT THE LANDLORD:

21 (I) HAS SATISFIED THE REQUIREMENTS OF §§ 6-811, 6-815, AND  
22 6-819 OF THE ENVIRONMENT ARTICLE WITH RESPECT TO THE AFFECTED PROPERTY;  
23 AND

24 (II) WILL PROVIDE, ON WRITTEN REQUEST BY THE TENANT, A COPY  
25 OF THE CURRENT VERIFIED INSPECTION CERTIFICATE FOR THE AFFECTED  
26 PROPERTY UNDER § 6-818 OF THE ENVIRONMENT ARTICLE.

27 8-208.1.

28 (a) No landlord shall evict a tenant of any residential property or arbitrarily  
29 increase the rent or decrease the services to which the tenant has been entitled for  
30 any of the following reasons:

31 (1) [Solely] SUBSTANTIALLY because the tenant or the tenant's agent  
32 has filed a good faith written complaint, or complaints, with the landlord or with any  
33 public agency or agencies against the landlord;

34 (2) [Solely] SUBSTANTIALLY because the tenant or the tenant's agent  
35 has filed a lawsuit, or lawsuits, against the landlord; or

1 (3) [Solely] SUBSTANTIALLY because the tenant is a member or  
2 organizer of any tenants' organization.

3 (b) Evictions described in subsection (a) of this section shall be called  
4 "retaliatory evictions".

5 (c) IF IN ANY EVICTION PROCEEDING THE COURT FINDS IN FAVOR OF A  
6 TENANT ON THE BASIS OF A RETALIATORY EVICTION DEFENSE DESCRIBED IN  
7 SUBSECTION (A) OF THIS SECTION AND IF THE TENANT SO REQUESTS BEFORE THE  
8 ENTRY OF JUDGMENT, THE COURT SHALL ORDER THAT:

9 (1) THE LEASE BE EXTENDED FOR A PERIOD OF NOT LESS THAN 6  
10 MONTHS AND NOT MORE THAN 12 MONTHS FROM THE THEN CURRENT  
11 TERMINATION DATE OF THE LEASE; AND

12 (2) THE TERMS AND CONDITIONS OF THE LEASE SHALL BE THE SAME AS  
13 EXISTED ON THE DATE OF THE INITIATION OF THE EVICTION PROCEEDING.

14 (D) (1) If in any eviction proceeding the judgment be in favor of the tenant  
15 for any of the aforementioned defenses, the court may enter judgment for reasonable  
16 attorney fees and court costs against the landlord.

17 (2) If in any eviction proceeding the court finds that a tenant's assertion  
18 of a retaliatory eviction defense was in bad faith or without substantial justification,  
19 the court may enter judgment for reasonable attorney fees and court costs against the  
20 tenant.

21 [(d)] (E) The relief provided under this section is conditioned upon:

22 (1) In the case of tenancies measured by a period of one month or more,  
23 the court having not entered against the tenant more than 3 judgments of possession  
24 for rent due and unpaid in the 12-month period immediately prior to the initiation of  
25 the action by the tenant or by the landlord.

26 (2) In the case of tenancies requiring the weekly payment of rent, the  
27 court having not entered against the tenant more than 5 judgments of possession for  
28 rent due and unpaid in the 12-month period immediately prior to the initiation of the  
29 action by the tenant or by the landlord, or, if the tenant has lived on the premises 6  
30 months or less, the court having not entered against the tenant 3 judgments of  
31 possession for rent due and unpaid.

32 [(e)] (F) No eviction shall be deemed to be a "retaliatory eviction" for purposes  
33 of this section upon the expiration of a period of 6 months following the determination  
34 of the merits of the initial case by a court (or administrative agency) of competent  
35 jurisdiction.

36 [(f)] (G) Nothing in this section may be interpreted to alter the landlord's or  
37 the tenant's rights to terminate or not renew a tenancy governed by a written lease  
38 for a stated term of greater than 1 month at the expiration of the term or at any other  
39 time as the parties may specifically agree.

1 [(g)] (H) In the event any county or Baltimore City shall have enacted an  
2 ordinance comparable in subject matter to this section, that ordinance shall  
3 supersede the provisions of this section.

4 8-208.2.

5 (a) Notwithstanding the provisions of § 8-208.1 of this article, a landlord of  
6 real property subject to the provisions of Title 6, Subtitle 8 of the Environment Article  
7 may not evict or take any other retaliatory action against a tenant primarily as a  
8 result of the tenant providing information to the landlord under Title 6, Subtitle 8 of  
9 the Environment Article.

10 (b) For purposes of this section, a retaliatory action includes:

11 (1) An arbitrary refusal to renew a lease;

12 (2) Termination of a tenancy;

13 (3) An arbitrary rent increase or decrease in services to which the tenant  
14 is entitled; or

15 (4) Any form of constructive eviction.

16 (c) A tenant subject to an eviction or retaliatory action under this section is  
17 entitled to the relief, and is eligible for reasonable attorney's fees and costs,  
18 authorized under § 8-208.1 of this title.

19 (d) Nothing in this section may be interpreted to alter the landlord's or the  
20 tenant's rights arising from a breach of any provision of a lease.

21 8-211.

22 (a) The purpose of this section is to provide tenants with a mechanism for  
23 encouraging the repair of serious and dangerous defects which exist within or as part  
24 of any residential dwelling unit, or upon the property used in common of which the  
25 dwelling unit forms a part. The defects sought to be reached by this section are those  
26 which present a substantial and serious threat of danger to the life, health and safety  
27 of the occupants of the dwelling unit, and not those which merely impair the aesthetic  
28 value of the premises, or which are, in those locations governed by such codes,  
29 housing code violations of a nondangerous nature. The intent of this section is not to  
30 provide a remedy for dangerous conditions in the community at large which exists  
31 apart from the leased premises or the property in common of which the leased  
32 premises forms a part.

33 (b) It is the public policy of Maryland that meaningful sanctions be imposed  
34 upon those who allow dangerous conditions and defects to exist in leased premises,  
35 and that an effective mechanism be established for repairing these conditions and  
36 halting their creation.

1 (c) This section applies to residential dwelling units leased for the purpose of  
2 human habitation within the State of Maryland. This section does not apply to farm  
3 tenancies.

4 (d) This section applies to all applicable dwelling units whether they are (1)  
5 publicly or privately owned or (2) single or multiple units.

6 (e) (1) This section provides a remedy and imposes an obligation upon  
7 landlords to repair and eliminate conditions and defects which constitute, or if not  
8 promptly corrected will constitute, a fire hazard or a serious and substantial threat to  
9 the life, health or safety of occupants, including, but not limited to:

10 [(1)] (I) Lack of heat, light, electricity, or hot or cold running water,  
11 except where the tenant is responsible for the payment of the utilities and the lack  
12 thereof is the direct result of the tenant's failure to pay the charges;

13 [(2)] (II) Lack of adequate sewage disposal facilities;

14 [(3)] (III) Infestation of rodents in two or more dwelling units;

15 [(4)] (IV) The existence of any structural defect which presents a serious  
16 and substantial threat to the physical safety of the occupants; or

17 [(5)] (V) The existence of any condition which presents a health or fire  
18 hazard to the dwelling unit.

19 (2) IN ADDITION TO THE OBLIGATIONS IMPOSED UNDER PARAGRAPH (1)  
20 OF THIS SUBSECTION, THIS SECTION IMPOSES AN OBLIGATION ON A LANDLORD TO  
21 PAY OUTSTANDING FINES AND RESOLVE ISSUES RESULTING FROM A FAILURE OF  
22 THE LANDLORD'S LEASED PREMISES TO PASS STATE OR LOCAL HOUSING CODE  
23 INSPECTIONS.

24 (f) This section does not provide a remedy for the landlord's failure to repair  
25 and eliminate minor defects or, in those locations governed by such codes, housing  
26 code violations of a nondangerous nature. There is a rebuttable presumption that the  
27 following conditions, when they do not present a serious and substantial threat to the  
28 life, health and safety of the occupants, are not covered by this section:

29 (1) Any defect which merely reduces the aesthetic value of the leased  
30 premises, such as the lack of fresh paint, rugs, carpets, paneling or other decorative  
31 amenities;

32 (2) Small cracks in the walls, floors or ceilings;

33 (3) The absence of linoleum or tile upon the floors, provided that they are  
34 otherwise safe and structurally sound; or

35 (4) The absence of air conditioning.

1 (g) In order to employ the remedies provided by this section, the tenant shall  
2 notify the landlord of the existence of the defects or conditions. Notice shall be given  
3 by (1) a written communication sent by certified mail listing the asserted conditions  
4 or defects, or (2) actual notice of the defects or conditions, or (3) a written violation,  
5 condemnation or other notice from an appropriate State, county, municipal or local  
6 government agency stating the asserted conditions or defects.

7 (h) The landlord has a reasonable time after receipt of notice in which to make  
8 the repairs or correct the conditions. The length of time deemed to be reasonable is a  
9 question of fact for the court, taking into account the severity of the defects or  
10 conditions and the danger which they present to the occupants. There is a rebuttable  
11 presumption that a period in excess of 30 days from receipt of notice is unreasonable.

12 (i) If the landlord refuses to make the repairs or correct the conditions, or if  
13 after a reasonable time the landlord has failed to do so, the tenant may bring an  
14 action of rent escrow to pay rent into court because of the asserted defects or  
15 conditions, or the tenant may refuse to pay rent and raise the existence of the  
16 asserted defects or conditions as an affirmative defense to an action for distress for  
17 rent or to any complaint proceeding brought by the landlord to recover rent or the  
18 possession of the leased premises.

19 (j) (1) Whether the issue of rent escrow is raised affirmatively or  
20 defensively, the tenant may request one or more of the forms of relief set forth in this  
21 section.

22 (2) In addition to any other relief sought, if within 90 days after the court  
23 finds that the conditions complained of by the tenant exist the landlord has not made  
24 the repairs or corrected the conditions complained of, the tenant may file a petition of  
25 injunction in the District Court requesting the court to order the landlord to make the  
26 repairs or correct the conditions.

27 (k) Relief under this section is conditioned upon:

28 (1) Giving proper notice, and where appropriate, the opportunity to  
29 correct, as described by subsection (h) of this section.

30 (2) Payment by the tenant, into court, of the amount of rent required by  
31 the lease, unless this amount is modified by the court as provided in subsection (m).

32 (3) In the case of tenancies measured by a period of one month or more,  
33 the court having not entered against the tenant 3 prior judgments of possession for  
34 rent due and unpaid in the 12-month period immediately prior to the initiation of the  
35 action by the tenant or by the landlord.

36 (4) In the case of periodic tenancies measured by the weekly payment of  
37 rent, the court having not entered against the tenant more than 5 judgments of  
38 possession for rent due and unpaid in the 12-month period immediately prior to the  
39 initiation of the action by the tenant or by the landlord, or, if the tenant has lived on  
40 the premises six months or less, the court having not entered against the tenant 3  
41 judgments of possession for rent due and unpaid.

1 (l) 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  
3 asserted defects or conditions, or that the landlord or the landlord's agents were  
4 denied reasonable and appropriate entry for the purpose of correcting or repairing the  
5 asserted conditions or defects.

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

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

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

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

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

18 (5) ORDER THE LANDLORD TO PAY OUTSTANDING FINES AND RESOLVE  
19 ISSUES RESULTING FROM FAILURE OF THE LEASED PREMISES TO PASS STATE OR  
20 LOCAL HOUSING CODE INSPECTIONS; OR

21 (6) ORDER THE LANDLORD TO ATTEND LANDLORD TRAINING,  
22 COUNSELING, OR MEDIATION SERVICES PROVIDED BY LOCAL COMMUNITY  
23 AGENCIES.

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

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

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

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

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



1 (5) May, after a hearing, if one is requested by the tenant, order, if no  
2 repairs are made or if no good faith effort to repair is made within six months of the  
3 initial decision to place money in the escrow account, that the moneys in the escrow  
4 account be disbursed to the tenant. Such an order will not discharge the right on the  
5 part of the tenant to pay rent into court and an appeal will stay the forfeiture; or

6 (6) May, after an appropriate hearing, order that the moneys in the  
7 escrow account be disbursed to the landlord if the tenant does not regularly pay, into  
8 that account, the rent owed.

9 (o) Except as provided in § 8-211.1(e) of this subtitle, in the event any county  
10 or Baltimore City is subject to a public local law or has enacted an ordinance or  
11 ordinances comparable in subject matter to this section, commonly referred to as a  
12 "Rent Escrow Law", any such ordinance or ordinances shall supersede the provisions  
13 of this section.

14 8-211.1.

15 (a) Notwithstanding any provision of law or any agreement, whether written  
16 or oral, if a landlord fails to comply with the applicable risk reduction standard under  
17 § 6-815 or § 6-819 of the Environment Article, the tenant may deposit the tenant's  
18 rent in an escrow account with the clerk of the District Court for the district in which  
19 the premises are located.

20 (b) The right of a tenant to deposit rent in an escrow account does not preclude  
21 the tenant from pursuing any other right or remedy available to the tenant at law or  
22 equity and is in addition to them.

23 (c) Money deposited in an escrow account shall be released under the  
24 following terms and conditions:

25 (1) To the lessor upon compliance by the lessor with the applicable risk  
26 reduction standard; or

27 (2) To the lessee or any other person who has complied with the  
28 applicable risk reduction standard on presentation of a bill for the reasonable costs of  
29 complying with the applicable risk reduction standard.

30 (d) A lessee may not be evicted, the tenancy may not be terminated, and the  
31 rent may not be raised for a lessee who elects to seek the remedies under this section.  
32 It shall be presumed that any attempt to evict the lessee, to terminate the tenancy, or  
33 to raise the rent, except for nonpayment of rent, within two months after compliance  
34 with the applicable risk reduction standard is in retaliation for the lessee's proceeding  
35 under this section and shall be void.

36 (e) This section shall preempt any public local law or ordinance concerning the  
37 deposit of rent into an escrow account based upon the existence of paint containing  
38 lead pigment on surfaces in or on a rental dwelling unit in the State and disposition  
39 of that rent.

1 8-303.

2 (a) An action of distress shall be brought by the landlord as plaintiff, the  
3 landlord's petition shall name the tenant as defendant and contain the following  
4 information:

5 (1) The name and address of the landlord;

6 (2) The name and address of the tenant; [and]

7 (3) The facts relating to (i) any assignment of a lease, if known, (ii) the  
8 premises leased, (iii) the date of the lease, (iv) the term of the lease, (v) the rent  
9 required to be paid by the lease, and (vi) the amount of the rent in arrears; AND

10 (4) IF THE ACTION FOR DISTRESS IS FOR ARREARS IN RENT ON  
11 PROPERTY THAT IS AN "AFFECTED PROPERTY" AS DEFINED IN § 6-801 OF THE  
12 ENVIRONMENT ARTICLE, A STATEMENT THAT THE LANDLORD HAS SATISFIED THE  
13 REQUIREMENTS OF §§ 6-811, 6-815, AND 6-819 OF THE ENVIRONMENT ARTICLE WITH  
14 RESPECT TO THE AFFECTED PROPERTY.

15 (b) The petition shall be under oath or affirmation of the plaintiff, or the  
16 plaintiff's agent, that the facts recited are true and correct.

17 8-401.

18 (a) Whenever the tenant or tenants fail to pay the rent when due and payable,  
19 it shall be lawful for the landlord to have again and repossess the premises.

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

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

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

29 (iii) Stating the amount of rent and any late fees due and unpaid;  
30 [and]

31 (iv) Requesting to repossess the premises and, if requested by the  
32 landlord, a judgment for the amount of rent due, costs, and any late fees; AND

33 (V) IF THE PROPERTY TO BE REPOSSESSED IS AN "AFFECTED  
34 PROPERTY" AS DEFINED IN § 6-801 OF THE ENVIRONMENT ARTICLE, INCLUDING A  
35 STATEMENT THAT THE LANDLORD HAS SATISFIED THE REQUIREMENTS OF §§ 6-811,

1 6-815, AND 6-819 OF THE ENVIRONMENT ARTICLE WITH RESPECT TO THE AFFECTED  
2 PROPERTY.

3 8-405.

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

6 (2) "LANDLORD" INCLUDES THE LANDLORD'S AGENT.

7 (3) (I) "WRONGFUL EVICTION" MEANS ANY ACT BY THE LANDLORD,  
8 WITHOUT LEGAL AUTHORITY, THAT ACTUALLY OR CONSTRUCTIVELY:

9 1. REMOVES A TENANT FROM THE RENTAL PROPERTY; OR

10 2. PREVENTS A TENANT'S ACCESS TO THE RENTAL  
11 PROPERTY.

12 (II) "WRONGFUL EVICTION" MAY INCLUDE THE LANDLORD'S  
13 EFFORT TO SIGNIFICANTLY DIMINISH ESSENTIAL SERVICES, SUCH AS GAS,  
14 ELECTRICITY, WATER, HEAT, OR LIGHT, TO WHICH THE TENANT IS ENTITLED UNDER  
15 THE TERMS OF THE LEASE.

16 (B) (1) IF A LANDLORD EXECUTES OR ATTEMPTS TO EXECUTE A WRONGFUL  
17 EVICTION OF A RESIDENTIAL TENANT, THE TENANT MAY FILE A COMPLAINT IN  
18 DISTRICT COURT.

19 (2) THE COURT SHALL DIRECT THE SHERIFF TO SERVE A COPY OF THE  
20 COMPLAINT ON THE LANDLORD WITHIN 3 DAYS OF THE FILING.

21 (3) THE COURT SHALL HOLD THE HEARING ON THE 5TH DAY AFTER THE  
22 FILING.

23 (C) (1) UPON THE FILING OF THE COMPLAINT, THE COURT SHALL CONDUCT  
24 AN IMMEDIATE EMERGENCY HEARING.

25 (2) AT THIS HEARING, THE COURT MAY ISSUE A TEMPORARY ORDER IF:

26 (I) THERE ARE REASONABLE GROUNDS TO BELIEVE A WRONGFUL  
27 EVICTION HAS OCCURRED; AND

28 (II) IT CLEARLY APPEARS THAT IN THE ABSENCE OF A TEMPORARY  
29 ORDER, IMMEDIATE AND SUBSTANTIAL HARM WILL RESULT TO THE TENANT.

30 (3) (I) THE ORDER SHALL REMAIN IN EFFECT UNTIL THE FULL  
31 ADVERSARY HEARING.

32 (II) THE ORDER MAY INCLUDE ANY OF THE FOLLOWING:

33 1. ORDERING THE LANDLORD TO IMMEDIATELY CEASE AND  
34 REMEDY THE WRONGFUL CONDUCT; AND



1                   (2)     AS JUSTICE REQUIRES, ISSUE AN INJUNCTION AND ORDER RELIEF  
2 WHICH MAY INCLUDE:

3                   (I)     ORDERING THE LANDLORD TO CEASE THE WRONGFUL  
4 CONDUCT;

5                   (II)    ORDERING THE LANDLORD TO IMMEDIATELY PERMIT THE  
6 TENANT TO RESUME OCCUPANCY, BY WHATEVER MEANS NECESSARY;

7                   (III)   ORDERING THE LANDLORD TO ATTEND LANDLORD TRAINING,  
8 COUNSELING, OR MEDIATION SERVICES PROVIDED BY LOCAL COMMUNITY  
9 AGENCIES; AND

10                  (IV)   ORDERING AN ABATEMENT OF ANY RENT THAT MAY BE DUE OR  
11 MAY BECOME DUE.

12     (I)     A TENANT AGGRIEVED BY A WRONGFUL EVICTION MAY SEEK RELIEF  
13 UNDER THIS SECTION OR ANY OTHER APPLICABLE LAW.

14     SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
15 October 1, 2003.