

Department of Legislative Services  
Maryland General Assembly  
2005 Session

FISCAL AND POLICY NOTE

House Bill 1403 (Delegates Weir and McConkey)  
Environmental Matters

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**Real Property - Residential Leases - Defective Conditions - Inspection and Repair**

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This bill requires a landlord or the landlord's agent to visually inspect a dwelling unit for dangerous or defective conditions that violate State or local laws prior to a tenant's initial occupancy and during the term of the lease if the tenant so requests as specified under the bill.

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**Fiscal Summary**

**State Effect:** The bill would not directly affect governmental finances or operations.

**Local Effect:** None.

**Small Business Effect:** Minimal.

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**Analysis**

**Bill Summary:** If a defective condition is observed during a preoccupancy inspection, the condition must be repaired before the tenant takes possession of the unit. If the condition is not a threat to the life, health, or safety of the occupants and the tenant consents, a landlord may repair the condition within 15 days after the tenant takes possession.

The landlord must give the tenant an annual notice containing specified information concerning the tenant's right to request an annual inspection by the landlord or agent. If a defective condition is discovered during an annual inspection, the landlord must repair

it within a reasonable time. There is a rebuttable presumption that more than 30 days from the inspection is unreasonable.

The tenant must give access to the unit at a reasonable time to perform inspections and repairs under the bill. If a tenant refuses to allow access, the landlord's failure to repair the unit is not a violation of the bill or any other law and notice of the condition is not considered given to the landlord.

A landlord is liable for injury or damage caused by a defective condition only if the landlord: (1) knew or had reason to know of the condition; and (2) had a reasonable opportunity to repair it.

The bill does not alter the tenant's inspection rights concerning a security deposit or limit a landlord's obligation under the State's lead paint statute.

The bill does not prohibit: (1) a tenant from notifying a local official of defective conditions in a dwelling unit; or (2) a local official from conducting enforcement activities.

**Current Law:** Generally, a landlord must repair and eliminate conditions and defects that constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health, or safety of the occupants. A tenant must notify a landlord of the existence of the condition or defect, and the landlord has a reasonable time to make repairs. There is a rebuttable presumption that a period exceeding 30 days is unreasonable. If a landlord refuses to make repairs, the tenant may bring a rent escrow action in court and pay the rent to the court under specified criteria.

In a rent escrow action, the court may make appropriate findings and make any order or orders that justice requires, including an order terminating the lease, dismissing the action, abating the rent, or requiring the landlord to make repairs. Money placed in a rent escrow account is distributed according to the rent escrow statute.

There are additional rent escrow requirements applicable to the State's lead paint abatement laws. Generally, local rent escrow laws supersede the State's rent escrow laws; however, the State lead paint rent escrow provisions preempt local lead paint escrow provisions.

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## **Additional Information**

**Prior Introductions:** None.

**Cross File:** None.

**Information Source(s):** Office of the Attorney General (Consumer Protection Division),  
Department of Legislative Services

**Fiscal Note History:** First Reader - March 17, 2005  
mam/jr

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Analysis by: T. Ryan Wilson

Direct Inquiries to:  
(410) 946-5510  
(301) 970-5510