

# HOUSE BILL 843

N1  
HB 315/13 – ENV

4r1147  
CF 4r2642

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By: **Delegates Hixson, Cullison, Gutierrez, Hucker, Luedtke, and A. Miller**  
Introduced and read first time: February 5, 2014  
Assigned to: Environmental Matters

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## A BILL ENTITLED

1 AN ACT concerning

2 **Residential Leases – Just Cause Evictions**

3 FOR the purpose of prohibiting a landlord from using a lease containing a provision  
4 that requires a tenant to carry renter’s insurance naming the landlord as  
5 beneficiary; prohibiting a certain landlord from evicting a tenant in the absence  
6 of just cause; providing for the application of this Act; defining certain terms;  
7 and generally relating to residential leases.

8 BY repealing and reenacting, without amendments,  
9 Article – Real Property  
10 Section 8–201  
11 Annotated Code of Maryland  
12 (2010 Replacement Volume and 2013 Supplement)

13 BY repealing and reenacting, with amendments,  
14 Article – Real Property  
15 Section 8–208(d)  
16 Annotated Code of Maryland  
17 (2010 Replacement Volume and 2013 Supplement)

18 BY adding to  
19 Article – Real Property  
20 Section 8–217  
21 Annotated Code of Maryland  
22 (2010 Replacement Volume and 2013 Supplement)

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

25 **Article – Real Property**

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.  
[Brackets] indicate matter deleted from existing law.



1 8–201.

2 (a) This subtitle is applicable only to residential leases unless otherwise  
3 provided.

4 (b) This subtitle does not apply to a tenancy arising after the sale of  
5 owner-occupied residential property where the seller and purchaser agree that the  
6 seller may remain in possession of the property for a period of not more than 60 days  
7 after the settlement.

8 8–208.

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

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

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

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

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

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

22 (5) Has the tenant agree to a period required for landlord's notice to  
23 quit which is less than that provided by applicable law; provided, however, that  
24 neither party is prohibited from agreeing to a longer notice period than that required  
25 by applicable law;

26 (6) Authorizes the landlord to take possession of the leased premises,  
27 or the tenant's personal property unless the lease has been terminated by action of the  
28 parties or by operation of law, and the personal property has been abandoned by the  
29 tenant without the benefit of formal legal process;

30 (7) Is against public policy and void pursuant to § 8–105 of this title;  
31 [or]

32 (8) Permits a landlord to commence an eviction proceeding or issue a  
33 notice to quit solely as retaliation against any tenant for planning, organizing, or

1 joining a tenant organization with the purpose of negotiating collectively with the  
2 landlord; OR

3 **(9) REQUIRES A TENANT TO CARRY RENTER'S INSURANCE**  
4 **NAMING THE LANDLORD AS BENEFICIARY.**

5 **8-217.**

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

8 **(2) (I) "EVICT" MEANS TO TAKE ANY ACTION TO REMOVE A**  
9 **TENANT FROM A RENTAL UNIT AND TERMINATE THE TENANCY AGAINST THE**  
10 **TENANT'S WILL.**

11 **(II) "EVICT" INCLUDES THE REFUSAL BY A LANDLORD TO**  
12 **RENEW A LEASE ON SUBSTANTIALLY SIMILAR TERMS.**

13 **(3) "UNIT" MEANS AN APARTMENT, A TOWN HOUSE, A HOUSE, A**  
14 **MOBILE HOME, OR A MOBILE HOME LOT.**

15 **(B) A LANDLORD RENTING FOUR OR MORE RESIDENTIAL UNITS MAY**  
16 **NOT EVICT A TENANT IN THE ABSENCE OF JUST CAUSE.**

17 **(C) FOR PURPOSES OF THIS SECTION, JUST CAUSE EXISTS IF:**

18 **(1) A TENANT FAILS TO PAY RENT WHEN DUE AND PAYABLE;**

19 **(2) A TENANT BREACHES THE TERMS OF THE LEASE AND THE**  
20 **BREACH IS SUBSTANTIAL;**

21 **(3) A TENANT REFUSES, AFTER WRITTEN REQUEST BY THE**  
22 **LANDLORD, TO EXECUTE AN EXTENSION OR A RENEWAL OF AN EXPIRED LEASE**  
23 **FOR A TERM OF LIKE DURATION AND ON TERMS SUBSTANTIALLY SIMILAR TO**  
24 **THE TERMS OF THE PRIOR LEASE;**

25 **(4) A TENANT HAS CAUSED SUBSTANTIAL DAMAGE TO THE UNIT**  
26 **OR ANOTHER AREA OF THE PROPERTY AND, AFTER RECEIVING NOTICE TO MAKE**  
27 **SATISFACTORY CORRECTION OR PAY THE REASONABLE COSTS OF REPAIRING**  
28 **THE DAMAGE, THE TENANT FAILS TO DO SO;**

1           **(5) AFTER RECEIVING NOTICE TO CEASE, A TENANT CONTINUES**  
2 **TO ENGAGE IN DISORDERLY CONDUCT SO AS TO DISTURB THE PEACE AND QUIET**  
3 **OF OTHER TENANTS;**

4           **(6) A TENANT HAS ENGAGED IN ILLEGAL ACTIVITY ON THE**  
5 **PREMISES OR ON A PUBLIC RIGHT-OF-WAY ABUTTING THE PREMISES;**

6           **(7) A TENANT, WITHOUT REASONABLE CAUSE, REFUSES TO**  
7 **GRANT THE LANDLORD ACCESS TO THE UNIT FOR THE PURPOSE OF MAKING**  
8 **REPAIRS OR IMPROVEMENTS OR INSPECTING THE UNIT, OR AS OTHERWISE**  
9 **AUTHORIZED UNDER THE LEASE OR APPLICABLE LAW;**

10           **(8) A TENANT, WITHOUT REASONABLE CAUSE, REFUSES TO**  
11 **PROVIDE THE LANDLORD WITH INFORMATION NEEDED BY THE LANDLORD TO**  
12 **SATISFY THE CONDITIONS OF AN AFFORDABLE HOUSING FINANCING**  
13 **AGREEMENT;**

14           **(9) A LANDLORD, IN GOOD FAITH, SEEKS TO RECOVER**  
15 **POSSESSION OF THE UNIT FOR THE USE OF THE LANDLORD'S SPOUSE, CHILD,**  
16 **PARENT, OR GRANDPARENT;**

17           **(10) A LANDLORD, IN GOOD FAITH, SEEKS TO PERMANENTLY**  
18 **REMOVE THE UNIT FROM THE RENTAL MARKET; OR**

19           **(11) A LANDLORD, AFTER HAVING OBTAINED ALL NECESSARY**  
20 **PERMITS, SEEKS TO UNDERTAKE SUBSTANTIAL REPAIRS OR RENOVATIONS**  
21 **THAT CANNOT BE COMPLETED WHILE THE UNIT IS OCCUPIED.**

22           **(D) A NOTICE REQUIRED TO BE GIVEN TO A TENANT UNDER**  
23 **SUBSECTION (C) OF THIS SECTION SHALL BE SENT BY CERTIFIED MAIL, RETURN**  
24 **RECEIPT REQUESTED.**

25           SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be  
26 construed to apply only prospectively and may not be applied or interpreted to have  
27 any effect on or application to any residential lease agreement entered into before the  
28 effective date of this Act.

29           SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect  
30 October 1, 2014.