

SENATE BILL 181

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By: **Senator Gladden**

Introduced and read first time: January 15, 2014

Assigned to: Judicial Proceedings

A BILL ENTITLED

AN ACT concerning

Residential Leases – Just-Cause Eviction

FOR the purpose of prohibiting a certain landlord from evicting a tenant in the absence of just cause; specifying if just cause exists for purposes of this Act; defining certain terms; and generally relating to residential leases.

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

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

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

Article – Real Property

8–201.

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

(b) This subtitle does not apply to a tenancy arising after the sale of owner-occupied residential property where the seller and purchaser agree that the

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



seller may remain in possession of the property for a period of not more than 60 days after the settlement.

8-217.

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

(2) (I) “EVICT” MEANS TO TAKE ANY ACTION TO REMOVE A TENANT FROM A RENTAL UNIT AND TERMINATE THE TENANCY AGAINST THE TENANT’S WILL.

(II) “EVICT” INCLUDES THE REFUSAL BY A LANDLORD TO RENEW A LEASE ON SUBSTANTIALLY SIMILAR TERMS.

(3) “UNIT” MEANS AN APARTMENT, A TOWNHOUSE, A HOUSE, A MOBILE HOME, OR A MOBILE HOME LOT.

(B) A LANDLORD MAY NOT EVICT A TENANT IN THE ABSENCE OF JUST CAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2014.