

HOUSE BILL 989

N1

(6lr2865)

ENROLLED BILL

— *Environment and Transportation/Judicial Proceedings* —

Introduced by **Delegate Holmes**

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

_____ day of _____ at _____ o'clock, _____ M.

Speaker.

CHAPTER _____

1 AN ACT concerning

2 **Residential Real Property – Sales Contracts – Notice of Water and Sewer**
3 **Charges**

4 FOR the purpose of making clarifying changes to a certain notice requirement about water
5 and sewer charges in a contract for the initial sale of residential real property;
6 requiring a contract for the resale of residential real property that is served by public
7 water or wastewater facilities for which deferred water and sewer charges have been
8 established by a recorded covenant or declaration to contain a certain notice
9 concerning the deferred water and sewer charges; providing that a purchaser is
10 entitled to certain rights for a violation of this Act; providing for the application of
11 certain provisions of this Act; and generally relating to notices of water and sewer
12 charges in contracts for the sale of residential real property.

13 BY repealing and reenacting, with amendments,
14 Article – Real Property

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.

Italics indicate opposite chamber/conference committee amendments.



1 Section 14–117(a) and (b)
2 Annotated Code of Maryland
3 (2015 Replacement Volume)

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

6 **Article – Real Property**

7 14–117.

8 (a) (1) In this subsection, “water and sewer authority” includes a person to
9 which the duties and responsibilities of the Washington Suburban Sanitary Commission
10 have been delegated by a written agreement or in accordance with a local ordinance.

11 (2) A contract for the initial sale of improved, residential real property to a
12 member of the public who intends to occupy or rent the property for residential purposes
13 shall disclose the estimated cost, as established by the appropriate water and sewer
14 authority, of any deferred water and sewer charges for which the purchaser may become
15 liable.

16 (3) (i) In Prince George’s County, a contract for the initial sale of
17 residential real property for which there are deferred private water and sewer assessments
18 recorded by a covenant or declaration deferring costs for water and sewer improvements
19 for which the purchaser may be liable shall contain a disclosure that includes:

- 20 1. The existence of the deferred private water and sewer
21 assessments;
- 22 2. The amount of the annual assessment;
- 23 3. The approximate number of payments remaining on the
24 assessment;
- 25 4. The amount remaining on the assessment, including
26 interest;
- 27 5. The name and address of the person or entity most
28 recently responsible for collection of the assessment;
- 29 6. The interest rate on the assessment;
- 30 7. The estimated payoff amount of the assessment; and
- 31 8. A statement that payoff of the assessment is allowed
32 without prepayment penalty.

1 (ii) A person or entity establishing water and sewer costs for the
2 initial sale of residential real property may not amortize costs that are passed on to a
3 purchaser by imposing a deferred water and sewer charge for a period longer than 20 years
4 after the date of the initial sale.

5 (4) If the appropriate water and sewer authority has not established a
6 schedule of charges for the water and sewer project that benefits [the] RESIDENTIAL REAL
7 property or if a local jurisdiction has adopted a plan to benefit [the] RESIDENTIAL REAL
8 property in the future, the contract [of] FOR THE INITIAL sale OF THE RESIDENTIAL
9 REAL PROPERTY shall disclose that fact.

10 (5) (I) THIS PARAGRAPH DOES NOT APPLY IN A COUNTY THAT HAS
11 ADOPTED A DISCLOSURE REQUIREMENT THAT IS SUBSTANTIALLY SIMILAR TO THE
12 DISCLOSURE REQUIREMENT IN SUBPARAGRAPH (II) OF THIS PARAGRAPH.

13 (II) A CONTRACT FOR THE RESALE OF RESIDENTIAL REAL
14 PROPERTY THAT IS SERVED BY PUBLIC WATER OR WASTEWATER FACILITIES FOR
15 WHICH DEFERRED WATER AND SEWER CHARGES HAVE BEEN ESTABLISHED BY A
16 RECORDED COVENANT OR DECLARATION SHALL CONTAIN A NOTICE IN
17 SUBSTANTIALLY THE FOLLOWING FORM:

18 “NOTICE REQUIRED BY MARYLAND LAW REGARDING
19 DEFERRED WATER AND SEWER CHARGES

20 THIS PROPERTY IS SUBJECT TO A FEE OR ASSESSMENT THAT PURPORTS TO COVER
21 OR DEFRAY THE COST OF INSTALLING OR MAINTAINING DURING CONSTRUCTION
22 ALL OR PART OF THE PUBLIC WATER OR WASTEWATER FACILITIES CONSTRUCTED
23 BY THE DEVELOPER. THIS FEE OR ASSESSMENT IS \$____, PAYABLE ANNUALLY IN
24 (__MONTH__) UNTIL (__DATE__) TO (__NAME AND ADDRESS__) (HEREAFTER CALLED
25 “LIENHOLDER”).

26 THERE MAY BE A RIGHT OF PREPAYMENT OR A DISCOUNT FOR EARLY PREPAYMENT,
27 WHICH MAY BE ASCERTAINED BY CONTACTING THE LIENHOLDER. THIS FEE OR
28 ASSESSMENT IS A CONTRACTUAL OBLIGATION BETWEEN THE LIENHOLDER AND
29 EACH OWNER OF THIS PROPERTY, AND IS NOT IN ANY WAY A FEE OR ASSESSMENT
30 IMPOSED BY THE COUNTY IN WHICH THE PROPERTY IS LOCATED.”.

31 (b) (1) Violation of subsection (a)(2) or (4) of this section entitles the initial
32 purchaser to recover from the seller:

33 (i) Two times the amount of deferred charges the purchaser would
34 be obligated to pay during the 5 years of payments following the sale;

35 (ii) No amount greater than actually paid thereafter; and

1 (iii) Any deposit money actually paid by the purchaser that was lost
2 as a result of a violation of subsection (a)(2) or (4) of this section.

3 (2) Violation of subsection (a)(3) of this section entitles the purchaser to:

4 (i) Recover from the seller the total amount of deferred charges the
5 purchaser will be obligated to pay following the sale;

6 (ii) Recover from the seller any money actually paid by the purchaser
7 on the deferred charge that was lost as a result of a violation of subsection (a)(3) of this
8 section; or

9 (iii) If the violation is discovered before settlement, rescind the real
10 estate contract without penalty.

11 **(3) (I) VIOLATION OF SUBSECTION (A)(5) OF THIS SECTION**
12 **ENTITLES THE PURCHASER:**

13 **1. IF THE VIOLATION IS DISCOVERED BEFORE**
14 **SETTLEMENT, TO RESCIND IN WRITING THE SALES CONTRACT WITHOUT PENALTY**
15 **OR LIABILITY;**

16 **2. ON RESCISSION, TO THE FULL RETURN OF ANY**
17 **DEPOSITS MADE ON ACCOUNT OF THE SALES CONTRACT; AND**

18 **3. AFTER SETTLEMENT, TO PAYMENT FROM THE SELLER**
19 **FOR THE FULL AMOUNT OF ANY ~~OPEN LIEN FEE~~ OR ASSESSMENT NOT DISCLOSED,**
20 **UNLESS THE SELLER WAS NEVER CHARGED A FEE OR ASSESSMENT TO DEFRAY THE**
21 **COSTS OF PUBLIC WATER OR WASTEWATER FACILITIES BY THE DEVELOPER, A**
22 **SUCCESSOR OF THE DEVELOPER, OR A SUBSEQUENT ASSIGNEE.**

23 **(II) THE PURCHASER'S RIGHT TO RESCIND UNDER THIS**
24 **PARAGRAPH SHALL TERMINATE 5 DAYS AFTER THE SELLER PROVIDES A WRITTEN**
25 **NOTICE IN ACCORDANCE WITH SUBSECTION (A)(5) OF THIS SECTION.**

26 **(III) IF ANY DEPOSITS ARE HELD IN TRUST BY A LICENSED REAL**
27 **ESTATE BROKER, THE RETURN OF THE DEPOSITS TO A PURCHASER UNDER THIS**
28 **PARAGRAPH SHALL COMPLY WITH THE PROCEDURES UNDER § 17-505 OF THE**
29 **BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE.**

30 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
31 October 1, 2016.