

SENATE BILL 463

N1

6lr2463

By: **Senator Brochin**

Introduced and read first time: February 3, 2016

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant – Expedited Eviction Proceedings – Notice and Appeals**

3 FOR the purpose of reducing the number of days' notice that a landlord must give to evict
4 a tenant for a breach of the lease that involves certain dangerous behavior; reducing
5 the amount of time after entry of a certain judgment during which a certain party
6 may appeal to the circuit court in an eviction proceeding based on a breach of the
7 lease that involves certain dangerous behavior; making technical and stylistic
8 changes; and generally relating to expedited eviction proceedings.

9 BY repealing and reenacting, with amendments,
10 Article – Real Property
11 Section 8–402.1
12 Annotated Code of Maryland
13 (2015 Replacement Volume)

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

16 **Article – Real Property**

17 8–402.1.

18 (a) (1) (i) Where an unexpired lease for a stated term provides that the
19 landlord may repossess the premises prior to the expiration of the stated term if the tenant
20 breaches the lease, the landlord may make complaint in writing to the District Court of the
21 county where the premises is located if:

22 1. The tenant breaches the lease;

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 2. A. The landlord has given the tenant 30 days' written
2 notice that the tenant is in violation of the lease and the landlord desires to repossess the
3 leased premises; or

4 B. The breach of the lease involves behavior by a tenant or a
5 person who is on the property with the tenant's consent, which demonstrates a clear and
6 imminent danger of the tenant or person doing serious harm to themselves, other tenants,
7 the landlord, the landlord's property or representatives, or any other person on the property
8 and the landlord has given the tenant or person in possession [14] 5 days' written notice
9 that the tenant or person in possession is in violation of the lease and the landlord desires
10 to repossess the leased premises; and

11 3. The tenant or person in actual possession of the premises
12 refuses to comply.

13 (ii) The court shall summons immediately the tenant or person in
14 possession to appear before the court on a day stated in the summons to show cause, if any,
15 why restitution of the possession of the leased premises should not be made to the landlord.

16 (2) (i) If, for any reason, the tenant or person in actual possession
17 cannot be found, the constable or sheriff shall affix an attested copy of the summons
18 conspicuously on the property.

19 (ii) After notice is sent to the tenant or person in possession by
20 first-class mail, the affixing of the summons on the property shall be conclusively presumed
21 to be a sufficient service to support restitution.

22 (3) If either of the parties fails to appear before the court on the day stated
23 in the summons, the court may continue the case for not less than [six] 6 nor more than 10
24 days and notify the parties of the continuance.

25 (b) (1) (I) If the court determines that the tenant breached the terms of the
26 lease and that the breach was substantial and warrants an eviction, the court shall give
27 judgment for the restitution of the possession of the premises and issue its warrant to the
28 sheriff or a constable commanding the tenant to deliver possession to the landlord in as full
29 and ample manner as the landlord was possessed of the same at the time when the lease
30 was entered into.

31 (II) The court shall give judgment for costs against the tenant or
32 person in possession.

33 (2) (I) Either party may appeal to the circuit court for the county[,
34 within ten days from entry of the judgment. If]:

35 1. **WITHIN 4 DAYS AFTER ENTRY OF THE JUDGMENT, IN**
36 **AN EVICTION PROCEEDING BASED ON A BREACH OF LEASE THAT INVOLVES**

1 BEHAVIOR BY A TENANT OR A PERSON WHO IS ON THE PROPERTY WITH THE
2 TENANT'S CONSENT, WHICH DEMONSTRATES A CLEAR AND IMMINENT DANGER OF
3 THE TENANT OR PERSON DOING SERIOUS HARM TO THEMSELVES, OTHER TENANTS,
4 THE LANDLORD, THE LANDLORD'S PROPERTY OR REPRESENTATIVES, OR ANY
5 OTHER PERSON ON THE PROPERTY; OR

6 **2. WITHIN 10 DAYS AFTER ENTRY OF THE JUDGMENT, IN**
7 **AN EVICTION PROCEEDING BASED ON ANY OTHER BREACH OF THE LEASE.**

8 **(II) THE TENANT OR PERSON IN POSSESSION OF THE PREMISES**
9 **MAY RETAIN POSSESSION UNTIL THE DETERMINATION OF THE APPEAL IF** the tenant
10 **[(i) files]:**

11 **1. FILES** with the District Court an affidavit that the appeal
12 is not taken for delay; **[(ii) files]**

13 **2. FILES** sufficient bond with one or more securities
14 conditioned upon diligent prosecution of the appeal; **[(iii) pays]**

15 **3. PAYS** all rent in arrears, all court costs in the case; and
16 **[(iv) pays]**

17 **4. PAYS** all losses or damages which the landlord may suffer
18 by reason of the tenant's holding over[, the tenant or person in possession of the premises
19 may retain possession until the determination of the appeal].

20 **(III)** Upon application of either party, the court shall set a day for the
21 hearing of the appeal not less than **[five] 5** nor more than 15 days after the application,
22 and notice of the order for a hearing shall be served on the other party or that party's
23 counsel at least **[five] 5** days before the hearing.

24 **(IV)** If the judgment of the District Court is in favor of the landlord, a
25 warrant shall be issued by the court which hears the appeal to the sheriff, who shall execute
26 the warrant.

27 (c) (1) Acceptance of any payment after notice but before eviction shall not
28 operate as a waiver of any notice of breach of lease or any judgment for possession unless
29 the parties specifically otherwise agree in writing.

30 (2) Any payment accepted shall be first applied to the rent or the
31 equivalent of rent apportioned to the date that the landlord actually recovers possession of
32 the premises, then to court costs, including court awarded damages and legal fees and then
33 to any loss of rent caused by the breach of lease.

1 (3) Any payment which is accepted in excess of the rent referred to in
2 paragraph (2) of this subsection shall not bear interest but will be returned to the tenant
3 in the same manner as security deposits as defined under § 8–203 of this title but shall not
4 be subject to the penalties of that section.

5 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect June
6 1, 2016.