

HOUSE BILL 1470

N1

8lr2874

By: **Delegate M. Washington**

Introduced and read first time: February 9, 2018

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Baltimore City – Landlord and Tenant – Water and Sewer Billing**

3 FOR the purpose of prohibiting a public service company from terminating water or sewer
4 service to a multifamily dwelling unit in Baltimore City under certain circumstances;
5 requiring a landlord who collects certain fees or charges in Baltimore City to provide
6 certain billing data to the tenant or provide certain authorization that allows the
7 tenant to directly access certain billing data; authorizing a landlord in Baltimore
8 City to collect certain fees and charges under certain circumstances; requiring a
9 landlord in Baltimore City who uses a ratio utility billing system for certain fees or
10 charges, on written request, to provide a tenant with information to document a bill
11 for utilities; prohibiting a landlord in Baltimore City from filing a certain complaint
12 for repossession under certain circumstances; making a technical correction; and
13 generally relating to water and sewer billing in Baltimore City.

14 BY repealing and reenacting, with amendments,
15 Article – Public Utilities
16 Section 7–307.3
17 Annotated Code of Maryland
18 (2010 Replacement Volume and 2017 Supplement)

19 BY adding to
20 Article – Real Property
21 Section 8–119 and 8–402.1(d)
22 Annotated Code of Maryland
23 (2015 Replacement Volume and 2017 Supplement)

24 BY repealing and reenacting, with amendments,
25 Article – Real Property
26 Section 8–208
27 Annotated Code of Maryland
28 (2015 Replacement Volume and 2017 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



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

3 **Article – Public Utilities**

4 7–307.3.

5 (a) (1) A public service company that intends to terminate, because of
6 nonpayment, electric or gas service to a customer of the service to a multifamily dwelling
7 unit shall notify the property owner or property manager of the multifamily dwelling unit
8 before terminating service to the customer if the public service company has received the
9 customer’s consent that designates the property owner or property manager as a
10 third–party authorized to receive a notice of termination of services.

11 [(b)] (2) As a term of a lease of a multifamily dwelling unit, the property owner
12 or property manager of the multifamily dwelling unit may require a tenant to ensure that
13 a customer of the public service company that is responsible for the account for that
14 multifamily dwelling unit provides consent for the property owner or property manager to
15 receive a notice of termination of services as a result of nonpayment by the customer.

16 [(c)] (3) A customer’s consent may be provided to a public service company by:

17 [(1)] (I) the customer; or

18 [(2)] (II) if the consent is written, the property owner or property manager
19 of the multifamily dwelling unit.

20 [(d)] (4) Each public service company shall set up a procedure for handling the
21 third–party notification process in a manner best suited to the circumstances of the
22 particular public service company.

23 [(e)] (5) Nothing in this [section] SUBSECTION may be construed to prevent
24 any other form of third–party notification that a customer may request.

25 [(f)] (6) The Commission may adopt regulations to carry out this section.

26 (B) (1) **THIS SUBSECTION APPLIES ONLY IN BALTIMORE CITY.**

27 (2) **A PUBLIC SERVICE COMPANY THAT PROVIDES WATER OR SEWER
28 SERVICE MAY NOT TERMINATE WATER OR SEWER SERVICE TO A MULTIFAMILY
29 DWELLING UNIT BASED ON THE NONPAYMENT OF CHARGES ASSOCIATED WITH THE
30 WATER OR SEWER SERVICE.**

31 **Article – Real Property**

1 8-119.

2 IN BALTIMORE CITY, A LANDLORD WHO COLLECTS A FEE OR CHARGE OWED
3 TO THE LANDLORD UNDER A LEASE FOR WATER OR SEWER SERVICE FOR A
4 RESIDENTIAL DWELLING UNIT SHALL PROVIDE:

5 (1) MONTHLY WATER AND SEWER BILLING DATA TO THE TENANT
6 THAT INCLUDES INFORMATION ON THE WATER AND SEWER CHARGES THAT ARE
7 DIRECTLY ATTRIBUTABLE TO THE TENANT; OR

8 (2) AUTHORIZATION AS REQUIRED BY THE PUBLIC SERVICE
9 COMPANY THAT PROVIDES WATER OR SEWER SERVICE TO THE DWELLING UNIT THAT
10 ALLOWS THE TENANT TO DIRECTLY ACCESS BILLING DATA FROM THE PUBLIC
11 SERVICE COMPANY.

12 8-208.

13 (a) (1) On or after October 1, 1999, any landlord who offers 5 or more dwelling
14 units for rent in the State may not rent a residential dwelling unit without using a written
15 lease.

16 (2) If a landlord fails to comply with paragraph (1) of this subsection, the
17 term of the tenancy is presumed to be 1 year from the date of the tenant's first occupancy
18 unless the tenant elects to end the tenancy at an earlier date by giving 1 month's written
19 notice.

20 (3) IN BALTIMORE CITY, A LANDLORD MAY COLLECT A FEE OR
21 CHARGE OWED TO THE LANDLORD UNDER A LEASE FOR WATER OR SEWER SERVICE
22 FOR A RESIDENTIAL DWELLING UNIT ONLY IF:

23 (I) THE LANDLORD USES A WRITTEN LEASE; AND

24 (II) THE WRITTEN LEASE COMPLIES WITH THE REQUIREMENTS
25 OF SUBSECTION (F) OF THIS SECTION.

26 (b) A landlord who rents using a written lease shall provide, upon written request
27 from any prospective applicant for a lease, a copy of the proposed form of lease in writing,
28 complete in every material detail, except for the date, the name and address of the tenant,
29 the designation of the premises, and the rental rate without requiring execution of the lease
30 or any prior deposit.

31 (c) A lease shall include:

32 (1) A statement that the premises will be made available in a condition
33 permitting habitation, with reasonable safety, if that is the agreement, or if that is not the

1 agreement, a statement of the agreement concerning the condition of the premises;

2 (2) The landlord's and the tenant's specific obligations as to heat, gas,
3 electricity, water, and repair of the premises; and

4 (3) A receipt for the security deposit as specified in § 8–203.1 of this
5 subtitle.

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

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

9 (2) Has the tenant agree to waive or to [forego] **FORGO** any right or remedy
10 provided by applicable law;

11 (3) (i) Provides for a penalty for the late payment of rent in excess of
12 5% of the amount of rent due for the rental period for which the payment was delinquent;
13 or

14 (ii) In the case of leases under which the rent is paid in weekly rental
15 installments, provides for a late penalty of more than \$3 per week or a total of no more than
16 \$12 per month;

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

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

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

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

26 (8) Permits a landlord to commence an eviction proceeding or issue a notice
27 to quit solely as retaliation against any tenant for planning, organizing, or joining a tenant
28 organization with the purpose of negotiating collectively with the landlord.

29 (e) (1) Except for a lease containing an automatic renewal period of 1 month
30 or less, a lease that contains a provision calling for an automatic renewal of the lease term
31 unless prior notice is given by the party or parties seeking to terminate the lease, shall
32 have the provision distinctly set apart from any other provision of the lease and provide a
33 space for the written acknowledgment of the tenant's agreement to the automatic renewal
34 provision.

1 (2) An automatic renewal provision that is not specifically accompanied by
2 either the tenant's initials, signature, or witnessed mark is unenforceable by the landlord.

3 **(F) (1) THIS SUBSECTION APPLIES ONLY IN BALTIMORE CITY.**

4 **(2) A LANDLORD WHO RENTS A RESIDENTIAL DWELLING UNIT MAY**
5 **COLLECT A FEE OR CHARGE OWED TO THE LANDLORD UNDER THE LEASE FOR**
6 **WATER OR SEWER SERVICE IF:**

7 **(I) THE WRITTEN LEASE USED BY THE LANDLORD INCLUDES A**
8 **PROVISION, DISTINCTLY SET APART FROM THE OTHER PROVISIONS OF THE LEASE,**
9 **IDENTIFYING THE FEES AND CHARGES THAT ARE COLLECTIBLE UNDER THE LEASE;**
10 **AND**

11 **(II) IF ANY FEE OR CHARGE UNDER THIS SUBSECTION IS BILLED**
12 **THROUGH A RATIO UTILITY BILLING SYSTEM, THE LEASE INCLUDES NOTICE OF THE**
13 **SYSTEM USED TO ALLOCATE THE CHARGES.**

14 **(3) ON WRITTEN REQUEST, A LANDLORD WHO USES A RATIO UTILITY**
15 **BILLING SYSTEM FOR A FEE OR CHARGE UNDER PARAGRAPH (2) OF THIS**
16 **SUBSECTION SHALL PROVIDE A TENANT WITH INFORMATION TO DOCUMENT A BILL**
17 **FOR UTILITIES.**

18 **[(f)] (G)** No provision of this section shall be deemed to be a bar to the
19 applicability of supplementary rights afforded by any public local law enacted by the
20 General Assembly or any ordinance or local law enacted by any municipality or political
21 subdivision of this State; provided, however, that no such law can diminish or limit any
22 right or remedy granted under the provisions of this section.

23 **[(g)] (H) (1)** Any lease provision which is prohibited by terms of this section
24 shall be unenforceable by the landlord.

25 (2) If the landlord includes in any lease a provision prohibited by this
26 section or made unenforceable by § 8-105 of this title or § 8-203 of this subtitle, at any time
27 subsequent to July 1, 1975, and tenders a lease containing such a provision or attempts to
28 enforce or makes known to the tenant an intent to enforce any such provision, the tenant
29 may recover any actual damages incurred as a reason thereof, including reasonable
30 attorney's fees.

31 **[(h)] (I)** If any word, phrase, clause, sentence, or any part or parts of this section
32 shall be held unconstitutional by any court of competent jurisdiction such
33 unconstitutionality shall not affect the validity of the remaining parts of this section.

34 8-402.1.

1 **(D) IN BALTIMORE CITY, A LANDLORD MAY NOT FILE A COMPLAINT FOR**
2 **REPOSSESSION OF A RESIDENTIAL DWELLING UNIT UNDER THIS SECTION IF THE**
3 **TENANT'S ONLY BREACH OF THE LEASE IS A FAILURE TO PAY TO THE LANDLORD A**
4 **FEE OR CHARGE FOR WATER OR SEWER SERVICE.**

5 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
6 October 1, 2018.