

# HOUSE BILL 1593

N1

8lr3493

---

By: **Delegates Sample–Hughes, Anderton, Holmes, and Mautz**

Introduced and read first time: February 9, 2018

Assigned to: Environment and Transportation

---

## A BILL ENTITLED

1 AN ACT concerning

2 **Real Property – Mobile Home Parks – Lot Rent Increases**

3 FOR the purpose of requiring a mobile home park owner who intends to offer the renewal  
4 of a certain lease agreement with an increase in rent to provide a certain notice to  
5 the resident and make available to the resident a certain option to phase in the rent  
6 increase under certain circumstances; providing for the application of this Act; and  
7 generally relating to rent increases in mobile home parks.

8 BY repealing and reenacting, with amendments,

9 Article – Real Property

10 Section 8A–202

11 Annotated Code of Maryland

12 (2015 Replacement Volume and 2017 Supplement)

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

15 **Article – Real Property**

16 8A–202.

17 (a) A park owner shall offer all current and prospective year–round residents a  
18 rental agreement for a period of not less than 1 year.

19 (b) Upon the expiration of the initial term, the resident shall be on a  
20 month–to–month term, unless a longer term is agreed to by the parties, subject to the  
21 modified provisions relating to the amount and payment of rent.

22 (c) (1) In this subsection, “qualified resident” means a year–round resident  
23 who:

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (i) Has made rental payments on the due date or within any grace  
2 period commonly permitted in the park during the preceding year;

3 (ii) Within the preceding 6-month period has not committed a  
4 repeated violation of any rule or provision of the rental agreement and, at the time the term  
5 expires, no substantial violation exists; and

6 (iii) Owns a mobile home that meets the standards of the park.

7 (2) (i) Before the expiration of a 1-year term, or upon request of the  
8 resident at any time during a month-to-month term, a park owner shall offer to a qualified  
9 resident a rental agreement for a 1-year period.

10 (ii) An offer of a rental agreement for a 1-year term to a qualified  
11 resident shall:

12 1. Be delivered to the resident no later than 30 days before  
13 the expiration of the existing term;

14 2. Explain, in clear language, a qualified resident's right to  
15 the 1-year term; and

16 3. Contain a statement that, if the resident chooses not to  
17 enter into a 1-year agreement, the lease will continue on a month-to-month term that can  
18 be discontinued by either party, upon 30 days' notice.

19 (3) If the use of land is changed:

20 (i) All residents shall be entitled to a 1-year prior written notice of  
21 termination notwithstanding the provisions of a longer term in a rental agreement; and

22 (ii) The park owner shall send to the local governing body of the  
23 county or municipal corporation in which the park is located a copy of the written notice of  
24 termination sent to the residents under item (i) of this paragraph.

25 (4) If a resident's rental agreement is not renewed on the basis that the  
26 resident is not a qualified resident, the park owner shall, within 5 days, provide the resident  
27 with a written statement of the specific reason for nonrenewal of the rental agreement.

28 (5) A resident who has been offered a 1-year rental agreement under this  
29 section, and who has selected a month-to-month term and has not requested a 1-year  
30 rental agreement under this section, is not entitled to a 1-year rental agreement after a  
31 notice to terminate is delivered by certified mail to the resident by the park owner.

32 (d) If any rental agreement contains a provision calling for an automatic renewal  
33 of the lease term unless prior notice is given by the party or parties seeking to terminate  
34 the rental agreement, that provision shall be distinctly set apart from any other provision

1 of the rental agreement and provide a space for the written acknowledgment of the  
2 resident's agreement to the automatic renewal provision. Such provision not specifically  
3 accompanied by either the resident's initials, signature, or witnessed mark is unenforceable  
4 by the park owner.

5 (e) A rental agreement may not contain:

6 (1) A provision whereby the resident authorizes any person to confess  
7 judgment on a claim arising out of the rental agreement.

8 (2) A provision whereby the resident agrees to waive or to forego any right  
9 or remedy provided by applicable law.

10 (3) Any provision whereby the resident waives his right to a jury trial.

11 (4) Any provision authorizing the park owner to take possession of the  
12 leased premises, or the resident's personal property therein unless the rental agreement  
13 has been terminated by action of the parties or by operation of law, and such personal  
14 property has been abandoned by the mobile home resident without the benefit of formal  
15 legal process.

16 (f) Any rental agreement offered under this section shall contain the same terms,  
17 including rent, fees, and conditions, as a rental agreement offered to a resident or  
18 prospective resident on a month-to-month term.

19 (g) (1) Within 30 days after obtaining ownership of a mobile home, a resident  
20 as defined under § 8A-101(j)(2) of this title shall:

21 (i) Offer the mobile home for sale;

22 (ii) Apply to the park owner to enter into a rental agreement; or

23 (iii) Take reasonable steps to remove the mobile home from the park.

24 (2) A park owner may not unreasonably deny an application submitted  
25 under paragraph (1)(ii) of this subsection.

26 (3) Notwithstanding any other provision of law, a resident as defined under  
27 § 8A-101(j)(2) of this title shall remove the resident's mobile home from the park:

28 (i) If settlement on a sale offered under paragraph (1)(i) of this  
29 subsection has not occurred within 1 year of the resident's obtaining ownership; or

30 (ii) Within 6 months after an application submitted under  
31 paragraph (1)(ii) of this subsection is denied.

32 (H) (1) **THIS SUBSECTION APPLIES ONLY TO A RENTAL AGREEMENT THAT**

1 HAS A TERM OF NOT LESS THAN 1 YEAR THAT IS OFFERED FOR RENEWAL FOR A TERM  
2 OF NOT LESS THAN 1 YEAR.

3 (2) IF A PARK OWNER INTENDS TO OFFER THE RENEWAL OF A LEASE  
4 AGREEMENT WITH AN INCREASE IN RENT, THE PARK OWNER SHALL:

5 (I) PROVIDE NOTICE TO THE RESIDENT OF THE RENT  
6 INCREASE NO LATER THAN 60 DAYS BEFORE THE EXPIRATION OF THE EXISTING  
7 RENTAL AGREEMENT; AND

8 (II) MAKE AVAILABLE TO THE RESIDENT THE OPTION TO PHASE  
9 IN THE RENT INCREASE UNDER THE RENEWED RENTAL AGREEMENT AS FOLLOWS:

10 1. 50% OF THE RENT INCREASE DURING THE FIRST HALF  
11 OF THE TERM OF THE RENEWED RENTAL AGREEMENT; AND

12 2. 100% OF THE RENT INCREASE DURING THE  
13 REMAINDER OF THE TERM OF THE RENEWED RENTAL AGREEMENT.

14 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to  
15 apply only prospectively and may not be applied or interpreted to have any effect on or  
16 application to any rental agreement or renewal of a rental agreement between a mobile  
17 home park owner and a resident entered into before the effective date of this Act.

18 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect July  
19 1, 2018.