

Article - Real Property

§8-5A-02.

(a) Subject to the requirements of subsections (b) and (c) of this section, a tenant may terminate the tenant's future liability under a residential lease if the tenant or legal occupant is:

- (1) A victim of domestic violence; or
- (2) A victim of sexual assault.

(b) If a tenant or legal occupant is a victim of domestic violence or a victim of sexual assault, the tenant may provide to the landlord the written notice required under § 8-5A-03 or § 8-5A-04 of this subtitle and, if the written notice is provided, the tenant shall have 30 days to vacate the leased premises from the date of providing the written notice.

(c) A tenant who vacates leased premises under this section is responsible for rent only for the 30 days following the tenant providing notice of an intent to vacate.

(d) If a tenant does not vacate the leased premises within 30 days of providing to the landlord the written notice required under § 8-5A-03 or § 8-5A-04 of this subtitle, the landlord is, at the landlord's option and with written notice to the tenant, entitled to:

- (1) All legal remedies against a tenant holding over available under § 8-402 of this title; or
- (2) Deem the tenant's notice of an intent to vacate to have been rescinded and the terms of the original lease to be in full force and effect.

(e) The termination of a tenant's future liability under a residential lease under this section does not terminate or in any other way impact the future liability of a tenant who is the respondent in the action that results in:

- (1) A protective order issued for the benefit of the victim tenant or victim legal occupant under § 4-506 of the Family Law Article; or
- (2) A peace order issued for the benefit of the victim tenant or victim legal occupant for which the underlying act was sexual assault under § 3-1505 of the Courts Article.