



HOUSE BILL 744
Tenant Protection Act
Hearing on House Environment and Transportation Committee
February 18, 2020
Position: SUPPORT

PBRC is the statewide clearinghouse for pro bono civil legal services in Maryland. As the designated pro bono arm of the Maryland State Bar Association, PBRC provides training, mentorship, and pro bono service opportunities to members of the private bar. We respond to acute legal needs of low-income communities identified in areas across the state by piloting innovative pro bono service projects targeting specific legal problems or populations.

In May 2017, with the support of grants from Maryland Judiciary's Access to Justice Department and Maryland Legal Services Corporation, PBRC launched the "Tenant Volunteer Lawyer of the Day Program" (TVLD) in Baltimore City Rent Court. Since the program's inception, over 1,300 tenants have been paired with a volunteer attorney for day-of-court representation in summary ejectment proceedings. Between the six months of July 1, 2019 and December 31, 2019, 18% of TVLD's cases involved a habitability issue. In 29 of TVLD's cases, the tenant opened rent escrow due to existence of threats to life, health, or safety on the property.

Under current law, a tenant who breaks a lease is still responsible for paying rent under the terms of the lease until the expiration of lease, even if the tenant is forced out of the property due to the landlord's failure to maintain the property. Far too often tenants' attorneys must advise their clients they must choose between being sued for damages in a small claims action or continue to live in a property that is unsafe and/or a threat to their health. Of course, under current law, a tenant may open a rent escrow case to force the landlord to address the habitability issues on the property; however, if the landlord continues to fail to repair the defects after several rent escrow hearings, the tenant may have no choice but to ask the judge to terminate her lease. While a tenant who breaks the lease may be sued for damages, such as rent due until the lease term expires, there is no current statutory scheme awarding damages to tenants who are forced out of their home due to the landlord's failure to maintain a safe and habitable property. Even though a court-ordered lease termination essentially means the tenant is not on the hook for the rent through the expiration of the lease, the tenant must pay to relocate. At \$1200.00 monthly rent, one could easily be out thousands of dollars from just one relocation.

HB 744 enables courts to make aggrieved tenants whole by allowing an award of money damages to tenants who are forced to uproot their families due to no fault of their own.

While courts routinely terminate leases in rent escrow proceedings, justice requires that the law go one step further by ensuring tenants are not left paying out-of-pocket for their relocation expenses.

PBRC urges a FAVORABLE report on HB 744.

Please contact Sydney Dunning, Director of PBRC's Courtroom Advocacy Project, with any questions.
sdunning@probonomd.org • 443-703-3049