

February 27, 2024

**HB 1117 - Landlord and Tenant – Failure to Repair Serious and Dangerous Defects -
Tenant Remedies (Tenant Safety Act)**

Position: FAVORABLE

TO: Chair Korman, Vice Chair Boyce, and members of the Environment & Transportation Committee

FROM: Miriam Grant

I own a duplex in the Reservoir Hill neighborhood of Baltimore City (District 40) and as a landlord, I believe HB 1117 is essential to ensure the health and safety of renters. We landlords have a contractual obligation to provide safe living conditions for our tenants. When any of us refuses to fix severe conditions of disrepair that threaten their life, health, or safety, renters should be provided with a legal process which allows them to easily seek remedy. I am deeply distressed in hearing about [the living conditions my neighbors suffer with](#), and the inaction of their landlords.

In Maryland today there are many more renting families suffering with uninhabitable living conditions than the number who file a court complaint seeking “rent escrow” – where the rent is placed into escrow with the court until repairs are made. Some tenants do not file a rent escrow complaint by themselves out of fear of landlord retaliation or because they have no legal counsel to guide them through the process. Some do not have all of the rent that the landlord claims is past-due. Others have no confidence that the court will provide them with any relief or require the landlords to make repairs. Tenants are not wrong in these assessments. A 2016 investigative report by the Baltimore Sun found that the rent escrow system is broken: Even when renting families do overcome the initial obstacles to filing for rent escrow, the Court reduces the rent and provides immediate relief to renters in only 6% of cases. As a result, Maryland is on pace to see only 1,959 “rent escrow” complaints filed by tenants against landlords in 2023, yet there are over 66,500 severely or moderately inadequate rental housing units in Maryland. Many landlords are not being held accountable for repairing major conditions of disrepair that impact not only renting families but entire communities that suffer from the resulting blight.

The Tenant Safety Act will do 5 things to make rent escrow work and hold landlords accountable:

1. Join Similar Rent Escrow Cases Together. Make it easier for tenants with the same repair issues and same landlord to join in a single rent escrow case under the Court’s existing rules on “joinder.”
2. Reset Expectations. If a landlord refuses to make repairs, then a tenant should pay into escrow a reduced rent (by 50% in most cases) going forward until repairs are made. This will help tenants who do not have the full amount that the landlord claims is past-due to still hold the landlord accountable. This will also incentivize landlords to quickly make repairs to avoid losing rent. At the end of the case, the Court will decide how much is due to each party.

3. Warranty of Habitability. For claims of past-due rent, clarify that tenants should not have to pay the full amount of rent if the landlord refused to make repairs by codifying the “warranty of habitability” that already exists in Maryland law.

4. Mold. Clarify that when a tenant can show that mold is a severe threat to life, health, or safety, the tenant should be able to file for rent escrow.

5. Level the Playing Field with Attorney’s Fees. Allow a tenant to recover attorney’s fees and costs if they win the case. Most landlords already have a lease provision for attorney’s fees if they win. With this addition to rent escrow law, more attorneys will take rent escrow cases for tenants and help level the playing field.

In order to keep Marylanders safe and healthy, we must change the system to make it easier to hold landlords accountable for upholding our contractual obligations. **I therefore respectfully urge a favorable report on HB 1117.**