



House Bill 1117 – Landlord and Tenant – Failure to Repair Serious and Dangerous Defects – Tenant Remedies (Tenant Safety Act of 2024)

Position: Unfavorable

Maryland REALTORS® appreciates changes to HB 1117 but remains opposed to the legislation.

The purpose of the current rent escrow law is to provide tenants with a tool to force housing providers to repair serious and dangerous defects rather than simply making a landlord pay damages that do nothing to improve living conditions in the dwelling unit. If the landlord fails to make a repair within the statutory time limit, the landlord may not collect the escrowed rent or the tenant has a defense to a suit brought against them for nonpayment of rent.

The REALTORS® are concerned with new section 8-212 which defines a warrant of habitability that parallels the rights of a tenant under 8-211 (the rent escrow law). While section 8-211 provides statutory remedies like nonpayment of rent and abatement of rent for serious defects, 8-212 would provide the same remedies for a breach of the warrant of habitability but also adds monetary damages. Importantly, the bill allows a suit for damages when a landlord fails to correct the unsafe condition regardless of whether it is willful action on the part of the landlord who fails to correct it or not. While there may be more reason to allow damages when a landlord is willfully or intentionally failing to correct conditions, there are times when a landlord may not have the money to make needed repairs, or the repairs cannot be completed within a “reasonable time” as required by the bill. As an example, it would not be right for a landlord to have to defend against a suit for damages when a disaster like a burst pipe, or tree crashing against a property makes it impossible to correct the condition within a “reasonable time.”

For these reasons, the REALTORS® remain opposed to the bill.

**For more information contact lisa.mays@mdrealtor.org or
christa.mcgee@mdrealtor.org**