

HOUSE BILL 693

N1, C9

(4lr4517)

ENROLLED BILL

— *Environment and Transportation and Judiciary/Judicial Proceedings and Education, Energy, and the Environment* —

Introduced by **The Speaker (By Request – Departmental – Housing and Community Development) and Delegates Allen, Amprey, Bhandari, Boaf, Boyce, Conaway, Ebersole, Embry, Fennell, Foley, Grossman, Guzzone, Harris, Henson, Hill, Ivey, Jackson, D. Jones, Kaufman, J. Long, McCaskill, Palakovich Carr, Pasteur, Patterson, Phillips, Pruski, Roberson, Rogers, Ruff, Ruth, Simmons, Simpson, Solomon, Stewart, Taveras, Taylor, Turner, Valderrama, Watson, White Holland, ~~and Williams~~ Williams, Addison, Davis, Healey, Holmes, Lehman, Love, and Terrasa**

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

_____ day of _____ at _____ o'clock, _____ M.

Speaker.

CHAPTER _____

1 AN ACT concerning

2 **Renters' Rights and Stabilization Act of 2024**

3 FOR the purpose of ~~increasing surcharges for certain landlord-tenant cases filed in the~~
4 ~~District Court and prohibiting the court from assigning the surcharge against a~~
5 ~~tenant; altering the priority and criteria in the Statewide Rental Assistance Voucher~~
6 ~~Program that are followed by the Department of Housing and Community~~
7 ~~Development and public housing agencies for providing vouchers and housing~~

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.

Italics indicate opposite chamber/conference committee amendments.



~~assistance payments to families;~~ establishing the Office of ~~Tenants' Rights~~ Tenant and Landlord Affairs in the Department of Housing and Community Development and requiring the Office to develop and publish a Maryland Tenants' Bill of Rights; requiring the most recently published version of the Maryland Tenants' Bill of Rights to be included as part of a residential lease; limiting the maximum security deposit required by a residential lease to 1 month's rent; requiring a landlord to include proof in a complaint for repossession of a residential premises for failure to pay rent that the landlord provided certain notice; prohibiting a landlord from including a certain term pertaining to electronic delivery of certain notice in a lease agreement; extending the time period between the granting of a judgment of possession in favor of a landlord and the execution of a warrant of restitution against a tenant and requiring the administrative judge of any district to stay the execution of a warrant of restitution under certain circumstances; establishing certain requirements for the voluntary transfer of title to certain residential rental property under certain circumstances and establishing that those requirements preempt certain local law; requiring the Department to regularly gather and publish data related to the voluntary transfer of title to certain residential rental property; increasing surcharges on certain fees, charges, and costs in certain civil cases in the circuit courts and District Court; prohibiting the court from assigning a certain surcharge against a tenant under certain circumstances; altering certain requirements for certain data collected by the Judiciary and provided to the Department; and generally relating to residential tenancies.

~~BY repealing and reenacting, with amendments,~~
~~Article — Courts and Judicial Proceedings~~
~~Section 7–301(e)~~
~~Annotated Code of Maryland~~
~~(2020 Replacement Volume and 2023 Supplement)~~

~~BY repealing and reenacting, without amendments,~~
~~Article — Housing and Community Development~~
~~Section 4–2001(a), (d), (e), (i), (j), and (k)~~
~~Annotated Code of Maryland~~
~~(2019 Replacement Volume and 2023 Supplement)~~

~~BY repealing and reenacting, with amendments,~~
~~Article — Housing and Community Development~~
~~Section 4–2906~~
~~Annotated Code of Maryland~~
~~(2019 Replacement Volume and 2023 Supplement)~~

BY adding to
 Article – Housing and Community Development
 Section 5–101 through 5–104 to be under the new title “Title 5. Office of ~~Tenants' Rights~~ Tenant and Landlord Affairs”
 Annotated Code of Maryland
 (2019 Replacement Volume and 2023 Supplement)

1 BY adding to
 2 Article – Real Property
 3 Section 8–119 and 8–120
 4 Annotated Code of Maryland
 5 (2023 Replacement Volume)

6 BY repealing and reenacting, with amendments,
 7 Article – Real Property
 8 Section 8–203(b), ~~(f)(2), and (i)(6)(i)~~, 8–208(c) and (d), 8–401~~(b)(2)(iv), (c)~~, and (f)(1)(i)
 9 and (2), and 14–133
 10 Annotated Code of Maryland
 11 (2023 Replacement Volume)

12 BY repealing and reenacting, without amendments,
 13 Article – Real Property
 14 Section 8–208(b) and 8–401(a) and (b)(2)(iv)
 15 Annotated Code of Maryland
 16 (2023 Replacement Volume)

17 BY repealing and reenacting, with amendments,
 18 Article – Courts and Judicial Proceedings
 19 Section 7–202(d) and 7–301(c)
 20 Annotated Code of Maryland
 21 (2020 Replacement Volume and 2023 Supplement)

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

24 ~~Article – Courts and Judicial Proceedings~~

25 ~~7–301.~~

26 ~~(e) (1) The filing fees and costs in a civil case are those prescribed by law~~
 27 ~~subject to modification by law, rule, or administrative regulation.~~

28 ~~(2) The Chief Judge of the District Court shall assess a surcharge that:~~

29 ~~(i) May not be more than:~~

30 ~~1. [\$8] \$93 per [summary ejection] case FOR THE~~
 31 ~~FOLLOWING CASES:~~

32 ~~A. SUMMARY EJECTION;~~

33 ~~B. TENANT HOLDING OVER; OR~~

~~C. BREACH OF LEASE THAT SEEKS A JUDGMENT FOR POSSESSION OF RESIDENTIAL PROPERTY AGAINST A RESIDENTIAL TENANT; and~~

~~2. \$18 per case for all other civil cases; and~~

~~(ii) Shall be deposited:~~

~~1. FOR A SURCHARGE ASSESSED UNDER SUBPARAGRAPH (I)1 OF THIS PARAGRAPH:~~

~~A. 50% INTO THE STATEWIDE RENTAL ASSISTANCE VOUCHER PROGRAM ESTABLISHED UNDER § 4-2902 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE; AND~~

~~B. 50% INTO THE MARYLAND LEGAL SERVICES CORPORATION FUND ESTABLISHED UNDER § 11-402 OF THE HUMAN SERVICES ARTICLE; AND~~

~~2. FOR A SURCHARGE ASSESSED UNDER SUBPARAGRAPH (I)2 OF THIS PARAGRAPH, into the Maryland Legal Services Corporation Fund established under § 11-402 of the Human Services Article.~~

~~(3) (i) In addition to the surcharge assessed under paragraph (2) of this subsection, the Chief Judge of the District Court shall assess a surcharge that may not be more than \$10 per case for the following cases filed in Baltimore City:~~

~~1. Summary ejection;~~

~~2. Tenant holding over;~~

~~3. Breach of lease; and~~

~~4. Warrant of restitution.~~

~~(ii) The revenue generated from the surcharge on filing fees collected by the District Court in Baltimore City under subparagraph (i) of this paragraph shall be:~~

~~1. Remitted quarterly to the Baltimore City Director of Finance; and~~

~~2. Used to fund the enhancement of sheriff benefits and the increase in sheriff personnel to enhance the service of domestic violence orders.~~

~~(4) In addition to the surcharge assessed under paragraphs (2) and (3) of this subsection, the Chief Judge of the District Court shall assess a surcharge that:~~

- 1 (i) ~~May not be more than:~~
- 2 ~~1. \$3 per summary ejection case; and~~
- 3 ~~2. \$8 per case for all other civil cases; and~~
- 4 (ii) ~~Shall be deposited into the Circuit Court Real Property Records~~
5 ~~Improvement Fund established under § 13-602 of this article.~~

6 **~~(5) A SURCHARGE ASSESSED UNDER PARAGRAPH (2)(I)1 OF THIS~~**
7 **~~SUBSECTION SHALL BE ASSESSED AGAINST A LANDLORD AND MAY NOT BE AWARDED~~**
8 **~~OR ASSIGNED AS A FEE OR COST AGAINST A RESIDENTIAL TENANT.~~**

9 ~~[(5)] (6) The Supreme Court of Maryland may provide by rule for waiver~~
10 ~~of prepayment of filing fees and other costs in cases of indigency.~~

11 Article – Housing and Community Development

12 ~~4-2901.~~

- 13 (a) ~~In this subtitle the following words have the meanings indicated.~~
- 14 (d) (1) ~~“Family” means an individual or group of individuals eligible for~~
15 ~~assistance under the State Program.~~
- 16 (2) ~~“Family” includes a preference category established under § 4-2906 of~~
17 ~~this subtitle.~~
- 18 (e) ~~“Housing assistance payment” means the monthly assistance payment paid~~
19 ~~for a family under the State Program.~~
- 20 (i) (1) ~~“Public housing agency” means an entity authorized by the U.S.~~
21 ~~Department of Housing and Urban Development to administer the federal Housing Choice~~
22 ~~Voucher Program in the State.~~
- 23 (2) ~~“Public housing agency” does not include the Department.~~
- 24 (j) ~~“State Program” means the Statewide Rental Assistance Voucher Program~~
25 ~~established under this subtitle.~~
- 26 (k) ~~“Voucher” means a document issued by the Department or a public housing~~
27 ~~agency to a family that is selected to receive assistance under the State Program, which~~
28 ~~describes the State Program and procedures under the State Program.~~

29 ~~4-2906.~~

1 ~~(A) The Department and each public housing agency shall equally prioritize 50%~~
 2 ~~of vouchers and housing assistance payments for families that include:~~

3 ~~(1) a child who is:~~

4 ~~(i) AT LEAST 5 YEARS OLD; BUT~~

5 ~~(ii) under the age of 18 years;~~

6 ~~(2) a foster child who is:~~

7 ~~(i) at least 18 years old; but~~

8 ~~(ii) under the age of 24 years;~~

9 ~~(3) a military veteran;~~

10 ~~(4) an individual experiencing homelessness;~~

11 ~~(5) a disabled individual; or~~

12 ~~(6) an elderly individual.~~

13 ~~(B) THE DEPARTMENT AND EACH PUBLIC HOUSING AGENCY SHALL~~
 14 ~~EQUALLY PRIORITIZE 50% OF VOUCHERS AND HOUSING ASSISTANCE PAYMENTS~~
 15 ~~FOR FAMILIES THAT INCLUDE:~~

16 ~~(1) A CHILD UNDER THE AGE OF 5 YEARS; OR~~

17 ~~(2) A PREGNANT INDIVIDUAL.~~

18 **TITLE 5. OFFICE OF ~~TENANTS' RIGHTS~~ TENANT AND LANDLORD AFFAIRS.**

19 **5-101.**

20 **(A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
 21 **INDICATED.**

22 **(B) "DIRECTOR" MEANS THE DIRECTOR OF THE OFFICE OF ~~TENANTS'~~**
 23 **~~RIGHTS~~ TENANT AND LANDLORD AFFAIRS.**

24 **(C) "OFFICE" MEANS THE OFFICE OF ~~TENANTS' RIGHTS~~ TENANT AND**
 25 **LANDLORD AFFAIRS.**

1 (D) (1) "TENANT" MEANS A RESIDENTIAL TENANT.

2 (2) "TENANT" INCLUDES:

3 (I) A SUBTENANT;

4 (II) A LESSEE;

5 (III) A SUBLESSEE; AND

6 (IV) ANY OTHER INDIVIDUAL, OTHER THAN AN OWNER, WHO IS
7 ENTITLED TO THE POSSESSION OR OCCUPANCY, OR THE BENEFITS OF POSSESSION
8 OR OCCUPANCY, OF ANY RESIDENTIAL RENTAL UNIT IN THE STATE.

9 5-102.

10 (A) THERE IS AN OFFICE OF ~~TENANTS' RIGHTS~~ TENANT AND LANDLORD
11 AFFAIRS IN THE DEPARTMENT.

12 (B) THE PURPOSE OF THE OFFICE IS TO:

13 (1) ENSURE THAT TENANTS HAVE ACCESS TO EDUCATIONAL
14 RESOURCES TO AID IN UNDERSTANDING AND EXERCISING THE TENANTS' RIGHTS
15 UNDER STATE LAW;

16 (2) PROVIDE TENANTS WITH INFORMATION ON HOW TO REPORT A
17 VIOLATION OF THEIR LEGAL RIGHTS AS TENANTS AND FACILITATE REFERRALS OF
18 REPORTED VIOLATIONS TO APPROPRIATE ENFORCEMENT AGENCIES;

19 (3) PROVIDE TENANTS WITH INFORMATION ON HOW TO OBTAIN
20 FINANCIAL COUNSELING; AND

21 (4) NOTIFY APPROPRIATE AUTHORITIES REGARDING HOUSING
22 DISCRIMINATION AND OTHER UNFAIR OR ILLEGAL HOUSING PRACTICES.

23 5-103.

24 (A) THE SECRETARY SHALL APPOINT THE DIRECTOR OF THE OFFICE.

25 (B) THE DIRECTOR:

26 (1) SERVES AT THE PLEASURE OF THE SECRETARY; AND

27 (2) REPORTS TO THE SECRETARY.

1 5-104.

2 (A) THE OFFICE SHALL:

3 (1) DEVELOP RESOURCES TO AID TENANTS IN UNDERSTANDING AND
4 EXERCISING THE LEGAL RIGHTS OF TENANTS, INCLUDING:

5 (I) A MARYLAND TENANTS' BILL OF RIGHTS, SUMMARIZING
6 THE EXISTING RIGHTS AND REMEDIES AVAILABLE TO RESIDENTIAL TENANTS UNDER
7 STATE AND FEDERAL LAW; AND

8 (II) A PUBLICLY ACCESSIBLE WEBSITE TO PROVIDE ACCESS TO
9 THE MARYLAND TENANTS' BILL OF RIGHTS AND OTHER RELEVANT
10 INFORMATIONAL RESOURCES;

11 (2) ESTABLISH POINTS OF CONTACT WITHIN THE OFFICE BY WHICH A
12 TENANT MAY REPORT A VIOLATION BY A LANDLORD OR A PERSON ACTING ON
13 BEHALF OF A LANDLORD FOR REFERRAL TO APPROPRIATE ENFORCEMENT
14 AGENCIES; ~~AND~~

15 (3) PROVIDE RESOURCES TO FACILITATE ACCESS BY TENANTS TO
16 CREDIT COUNSELING;

17 (4) REFER COVERED INDIVIDUALS, AS DEFINED IN § 8-901 OF THE
18 REAL PROPERTY ARTICLE, TO THE ACCESS TO COUNSEL IN EVICTIONS PROGRAM
19 THAT IS ADMINISTERED BY THE MARYLAND LEGAL SERVICES CORPORATION;

20 (5) COLLABORATE WITH COUNTY AND LOCAL GOVERNMENTS THAT
21 PROVIDE TENANT ADVOCACY AND ASSISTANCE;

22 (6) RECEIVE NOTICES AND OTHER DOCUMENTS RELATED TO A
23 TENANT'S EXCLUSIVE NEGOTIATION PERIOD AND RIGHT OF FIRST REFUSAL UNDER
24 § 8-119 OF THE REAL PROPERTY ARTICLE; AND

25 (7) ADOPT REGULATIONS GOVERNING THE CONTENT AND DELIVERY
26 OF NOTICES FOR A TENANT'S EXCLUSIVE NEGOTIATION PERIOD AND RIGHT OF FIRST
27 REFUSAL UNDER § 8-119 OF THE REAL PROPERTY ARTICLE.

28 (B) THE OFFICE MAY:

29 (1) IMPLEMENT FAIR HOUSING TESTING TO ENSURE COMPLIANCE BY
30 LANDLORDS WITH FAIR HOUSING LAWS; AND

1 ~~(B) THIS SECTION DOES NOT APPLY TO THE FOLLOWING:~~

2 ~~(1) A TRANSFER OF TITLE TO THE SPOUSE, CHILD, PARENT, OR~~
3 ~~SIBLING OF THE OWNER, OR TO THE PARENT OR SIBLING OF THE SPOUSE OF THE~~
4 ~~OWNER;~~

5 ~~(2) A TRANSFER OF TITLE THROUGH A TESTAMENTARY DOCUMENT~~
6 ~~OR THROUGH INHERITANCE;~~

7 ~~(3) A TRANSFER OF TITLE TO A GOVERNMENT AGENCY;~~

8 ~~(4) A TRANSFER OF TITLE IN LIEU OF FORECLOSURE OF A MORTGAGE~~
9 ~~OR DEED OF TRUST;~~

10 ~~(5) PROPERTY DONATED AS A GIFT TO ANY NONPROFIT~~
11 ~~ORGANIZATION EXEMPT FROM TAXATION UNDER § 501(C)(3) OF THE INTERNAL~~
12 ~~REVENUE CODE; OR~~

13 ~~(6) RESIDENTIAL RENTAL PROPERTY WITH FIVE OR MORE~~
14 ~~INDIVIDUAL DWELLING UNITS.~~

15 ~~(C) (1) BEFORE A VOLUNTARY TRANSFER OF TITLE TO A RESIDENTIAL~~
16 ~~RENTAL PROPERTY MAY OCCUR, ANY TENANT OR GROUP OF TENANTS OF THE~~
17 ~~PROPERTY, AS APPLICABLE, SHALL HAVE THE RIGHT OF FIRST REFUSAL TO~~
18 ~~PURCHASE THE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS~~
19 ~~SECTION.~~

20 ~~(2) THE RIGHT OF A THIRD PARTY TO PURCHASE ANY RESIDENTIAL~~
21 ~~RENTAL PROPERTY TO WHICH THE REQUIREMENTS OF THIS SECTION APPLY IS~~
22 ~~SUBJECT TO THE EXERCISE OF THE RIGHT OF FIRST REFUSAL BY A TENANT OR~~
23 ~~GROUP OF TENANTS.~~

24 ~~(D) (1) AN OWNER OF A TENANT OCCUPIED, SINGLE FAMILY~~
25 ~~RESIDENTIAL RENTAL PROPERTY THAT ENTERS INTO A BONA FIDE CONTRACT OF~~
26 ~~SALE FOR THE PROPERTY SHALL PROVIDE WRITTEN NOTICE TO EACH TENANT OF~~
27 ~~THE PROPERTY WITHIN 5 DAYS AFTER ENTERING INTO THE CONTRACT VIA~~
28 ~~CERTIFIED MAIL, RETURN RECEIPT REQUESTED.~~

29 ~~(2) NOTICE UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL~~
30 ~~INCLUDE:~~

31 ~~(i) A BONA FIDE OFFER TO SELL THE PROPERTY TO THE~~
32 ~~TENANT AT A PRICE IDENTICAL TO ANY PENDING BONA FIDE CONTRACT OF SALE~~

1 ~~WITH A THIRD PARTY AND, EXCEPT AS PROVIDED UNDER PARAGRAPH (3) OF THIS~~
2 ~~SUBSECTION, WITH THE SAME TERMS AND CONDITIONS OF THAT CONTRACT;~~

3 ~~(H) ANY INFORMATION ABOUT THE PROPERTY RELEVANT TO~~
4 ~~EXERCISING THE RIGHT OF FIRST REFUSAL, INCLUDING:~~

5 ~~1. APPRAISAL INFORMATION;~~

6 ~~2. ARCHITECTURAL PLANS AND SPECIFICATIONS; AND~~

7 ~~3. OPERATING INFORMATION; AND~~

8 ~~(H) ANY INFORMATION REGARDING DEADLINES FOR A~~
9 ~~RESPONSE TO THE BONA FIDE OFFER TO SELL.~~

10 ~~(3) A BONA FIDE OFFER TO SELL THE PROPERTY TO A TENANT UNDER~~
11 ~~PARAGRAPH (2) OF THIS SUBSECTION MAY NOT INCLUDE A RESTRICTION ON~~
12 ~~FINANCING METHODS OR THE RIGHT OF INSPECTION.~~

13 ~~(4) A TENANT SHALL HAVE 20 DAYS AFTER THE DATE OF DELIVERY~~
14 ~~OF THE NOTICE AND OFFER OF SALE TO INFORM THE OWNER OF THE TENANT'S~~
15 ~~INTENT TO EXERCISE THE RIGHT OF FIRST REFUSAL BY FIRST CLASS MAIL.~~

16 ~~(5) IF A TENANT FAILS TO RESPOND WITHIN 20 DAYS AFTER THE DATE~~
17 ~~OF DELIVERY OF THE NOTICE AND OFFER OF SALE, OR DECLINES TO EXERCISE THE~~
18 ~~RIGHT OF FIRST REFUSAL, THE TENANT'S RIGHT OF FIRST REFUSAL SHALL BE~~
19 ~~CONSIDERED WAIVED.~~

20 ~~(6) WITHIN 10 DAYS AFTER THE DATE OF MAILING OF A~~
21 ~~NOTIFICATION OF THE INTENT TO EXERCISE THE RIGHT OF FIRST REFUSAL BY A~~
22 ~~TENANT UNDER PARAGRAPH (4) OF THIS SUBSECTION, AN OWNER SHALL DELIVER~~
23 ~~TO THE TENANT AN EXECUTED CONTRACT OF SALE FOR THE PROPERTY ON THE~~
24 ~~SAME TERMS AND CONDITIONS AS INDICATED IN THE OFFER OF SALE OR THE~~
25 ~~ARM'S LENGTH, THIRD PARTY CONTRACT.~~

26 ~~(7) AFTER DELIVERY OF A CONTRACT BY AN OWNER UNDER~~
27 ~~PARAGRAPH (6) OF THIS SUBSECTION, THE TENANT SHALL HAVE 10 DAYS TO~~
28 ~~EXECUTE AND RETURN THE CONTRACT, ALONG WITH ANY REQUIRED DEPOSIT AND~~
29 ~~PROOF OF FINANCING, TO THE OWNER.~~

30 ~~(E) (1) AN OWNER OF A TENANT OCCUPIED, RESIDENTIAL RENTAL~~
31 ~~PROPERTY CONTAINING MORE THAN ONE BUT FEWER THAN FIVE INDIVIDUAL~~
32 ~~DWELLING UNITS THAT ENTERS INTO A BONA FIDE CONTRACT OF SALE FOR THE~~
33 ~~PROPERTY SHALL PROVIDE WRITTEN NOTICE TO EACH TENANT OF THE PROPERTY~~

~~VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WITHIN 5 DAYS AFTER ENTERING INTO THE CONTRACT.~~

~~(2) NOTICE UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL INCLUDE:~~

~~(I) A BONA FIDE OFFER TO SELL THE PROPERTY TO A GROUP OF TENANTS AT A PRICE IDENTICAL TO ANY PENDING BONA FIDE CONTRACT OF SALE WITH A THIRD PARTY AND, EXCEPT AS PROVIDED UNDER PARAGRAPH (3) OF THIS SUBSECTION, WITH THE SAME TERMS AND CONDITIONS OF THAT CONTRACT;~~

~~(II) ANY INFORMATION ABOUT THE PROPERTY RELEVANT TO EXERCISING THE RIGHT OF FIRST REFUSAL, INCLUDING:~~

~~1. APPRAISAL INFORMATION;~~

~~2. ARCHITECTURAL PLANS AND SPECIFICATIONS; AND~~

~~3. OPERATING INFORMATION; AND~~

~~(III) ANY INFORMATION REGARDING DEADLINES FOR A RESPONSE TO THE BONA FIDE OFFER TO SELL.~~

~~(3) A BONA FIDE OFFER TO SELL THE PROPERTY TO A GROUP OF TENANTS UNDER PARAGRAPH (2) OF THIS SUBSECTION MAY NOT INCLUDE A RESTRICTION ON FINANCING OR ON THE RIGHT OF INSPECTION.~~

~~(4) A GROUP OF TENANTS ACTING JOINTLY SHALL HAVE 20 DAYS AFTER THE DATE OF MAILING OF THE NOTICE AND OFFER OF SALE REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION TO INFORM THE OWNER OF THE TENANTS' INTENT TO EXERCISE THE RIGHT OF FIRST REFUSAL BY FIRST CLASS MAIL.~~

~~(5) (I) IF A GROUP OF TENANTS ACTING JOINTLY FAILS TO RESPOND TO THE NOTICE AND OFFER OF SALE IN ACCORDANCE WITH PARAGRAPH (4) OF THIS SUBSECTION, OR JOINTLY DECLINES TO EXERCISE THE RIGHT OF FIRST REFUSAL, AN INDIVIDUAL TENANT MAY, WITHIN 20 DAYS AFTER THE EXPIRATION OF THE TIME FOR A GROUP OF TENANTS ACTING JOINTLY TO RESPOND, NOTIFY THE OWNER VIA FIRST CLASS MAIL OF THE INDIVIDUAL TENANT'S INTENT TO EXERCISE THE RIGHT OF FIRST REFUSAL.~~

~~(II) IF MORE THAN ONE TENANT PROVIDES NOTICE TO AN OWNER IN ACCORDANCE WITH THIS PARAGRAPH, THE OWNER MAY DECIDE WHICH CONTRACT IS MORE FAVORABLE WITHOUT LIABILITY TO ANOTHER TENANT.~~

1 ~~(6) WITHIN 10 DAYS AFTER THE DATE OF MAILING OF A~~
2 ~~NOTIFICATION IN ACCORDANCE WITH PARAGRAPH (4) OR (5) OF THIS SUBSECTION,~~
3 ~~THE OWNER SHALL DELIVER TO THE GROUP OF TENANTS ACTING JOINTLY OR THE~~
4 ~~INDIVIDUAL TENANT AN EXECUTED CONTRACT OF SALE FOR THE PROPERTY ON THE~~
5 ~~SAME TERMS AND CONDITIONS AS INDICATED IN THE OFFER OF SALE OR THE~~
6 ~~ARM'S LENGTH, THIRD PARTY CONTRACT.~~

7 ~~(7) A GROUP OF TENANTS ACTING JOINTLY OR AN INDIVIDUAL~~
8 ~~TENANT SHALL HAVE 10 DAYS AFTER DELIVERY TO EXECUTE AND RETURN THE~~
9 ~~CONTRACT ALONG WITH ANY REQUIRED DEPOSIT AND PROOF OF FINANCING TO THE~~
10 ~~OWNER.~~

11 ~~(F) AN OWNER MAY NOT REQUIRE A TENANT OR GROUP OF TENANTS TO~~
12 ~~SECURE FINANCING AND FINANCIAL ASSISTANCE FOR A PURCHASE OF PROPERTY~~
13 ~~UNDER THIS SECTION LESS THAN 90 DAYS AFTER THE DATE OF RETURN OF AN~~
14 ~~EXECUTED CONTRACT.~~

15 ~~(G) ANY DEPOSIT REQUIRED BY A CONTRACT OF SALE UNDER THIS SECTION~~
16 ~~MAY NOT EXCEED 4% OF THE SALE PRICE.~~

17 ~~(H) THE RIGHTS OF A TENANT UNDER THIS SECTION MAY NOT BE WAIVED~~
18 ~~OR ASSIGNED AND ANY ATTEMPTED WAIVER OR ASSIGNMENT IS VOID.~~

19 ~~(I) AN OWNER WHO VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR~~
20 ~~AND ON CONVICTION IS SUBJECT TO A FINE OF NOT MORE THAN \$1,000 PER~~
21 ~~VIOLATION.~~

22 ~~(J) A TENANT MAY SEEK RELIEF FROM A COURT OF COMPETENT~~
23 ~~JURISDICTION TO RESTRAIN OR ENJOIN ANY VIOLATION OF THIS SECTION.~~

24 ~~(K) THIS SECTION PREEMPTS ANY LOCAL LAW OR ORDINANCE GOVERNING~~
25 ~~THE RIGHT OF FIRST REFUSAL OF A JURISDICTION OR TENANT FOR THE PURCHASE~~
26 ~~OF A RESIDENTIAL PROPERTY WITH FOUR OR FEWER INDIVIDUAL DWELLING UNITS.~~

27 (2) "FAMILY MEMBER" MEANS A SPOUSE, FORMER SPOUSE,
28 DOMESTIC PARTNER, FORMER DOMESTIC PARTNER, CHILD, STEPCHILD, PARENT,
29 STEPPARENT, SIBLING, STEPSIBLING, SON-IN-LAW, DAUGHTER-IN-LAW,
30 STEPSON-IN-LAW, STEPDAUGHTER-IN-LAW, PARENT-IN-LAW,
31 STEPPARENT-IN-LAW, GRANDPARENT, STEPGRANDPARENT, GRANDCHILD, OR
32 STEPGRANDCHILD.

1 **(3) (I) “MATERIAL TERMS” MEANS ESSENTIAL TERMS FOR THE**
2 **SALE OF A RESIDENTIAL RENTAL PROPERTY THAT MEET THE REQUIREMENTS IN**
3 **SUBSECTION (D) OF THIS SECTION.**

4 **(II) “MATERIAL TERMS” INCLUDES THE SALES PRICE,**
5 **SETTLEMENT DATE, AND OTHER CONTINGENCIES.**

6 **(4) “OFFER TO PURCHASE” MEANS A GOOD FAITH OFFER FOR THE**
7 **PURCHASE OF A RESIDENTIAL RENTAL PROPERTY FOR A PRICE THAT A WILLING**
8 **BUYER WOULD PAY TO A WILLING SELLER IN AN ARM’S LENGTH TRANSACTION, WITH**
9 **NEITHER PARTY UNDER ANY COMPULSION TO BUY OR SELL.**

10 **(5) “RESIDENTIAL RENTAL PROPERTY” MEANS A TENANT–OCCUPIED**
11 **RENTAL PROPERTY FOR RESIDENTIAL USE WITH THREE OR FEWER INDIVIDUAL**
12 **DWELLING UNITS.**

13 **(6) “SECRETARY” MEANS THE SECRETARY OF HOUSING AND**
14 **COMMUNITY DEVELOPMENT.**

15 **(7) “TENANT” MEANS AN INDIVIDUAL WHO HAS OCCUPIED A**
16 **RESIDENTIAL RENTAL PROPERTY FOR AT LEAST 6 MONTHS AND WHO IS A NAMED**
17 **LESSEE IN THE WRITTEN LEASE.**

18 **(8) “TENANT’S EXCLUSIVE NEGOTIATION PERIOD” MEANS THE**
19 **PERIOD OF TIME AFTER A TENANT IS NOTIFIED ABOUT THE TENANT’S RIGHT TO**
20 **PURCHASE THE RESIDENTIAL RENTAL PROPERTY DURING WHICH THE TENANT MAY**
21 **NEGOTIATE EXCLUSIVELY WITH THE OWNER TO ENTER INTO A CONTRACT OF SALE.**

22 **(B) THIS SECTION DOES NOT APPLY TO:**

23 **(1) A TRANSFER OF TITLE TO A FAMILY MEMBER OF THE OWNER;**

24 **(2) A TRANSFER OF TITLE TO A BUSINESS ENTITY WHOLLY OWNED BY**
25 **THE OWNER;**

26 **(3) A TRANSFER OF TITLE THROUGH A COURT ORDER, INCLUDING A**
27 **COURT ORDER FORECLOSING THE RIGHT OF REDEMPTION, A TAX SALE, OR A SALE**
28 **BY FORECLOSURE, PARTITION, OR BY A COURT–APPOINTED TRUSTEE;**

29 **(4) A TRANSFER BY A FIDUCIARY IN THE COURSE OF THE**
30 **ADMINISTRATION OF A DECEDENT’S ESTATE, GUARDIANSHIP, CONSERVATORSHIP,**
31 **OR TRUST;**

1 **(5) A TRANSFER OF TITLE THROUGH A TESTAMENTARY DOCUMENT, A**
 2 **TRUST INSTRUMENT, OR INHERITANCE;**

3 **(6) A TRANSFER OF BARE LEGAL TITLE INTO A REVOCABLE TRUST,**
 4 **WITHOUT ACTUAL CONSIDERATION FOR THE TRANSFER, IF THE TRANSFEROR IS THE**
 5 **CURRENT BENEFICIARY OF THE TRUST;**

6 **(7) A TRANSFER OF TITLE TO THE STATE OR A LOCAL GOVERNMENT;**

7 **(8) A TRANSFER OF TITLE IN LIEU OF FORECLOSURE OF A MORTGAGE**
 8 **OR DEED OF TRUST;**

9 **(9) A TRANSFER OF TITLE THROUGH A COURT ORDER,**
 10 **RECEIVERSHIP, OR COURT-APPROVED SETTLEMENT;**

11 **(10) A TRANSFER OF TITLE THROUGH THE ORDER OF A BANKRUPTCY**
 12 **COURT OR SALE BY A BANKRUPTCY TRUSTEE OR DEBTOR IN POSSESSION;**

13 **(11) A GIFT TRANSFER OF TITLE TO ANY NONPROFIT ORGANIZATION**
 14 **EXEMPT FROM TAXATION UNDER § 501(C)(3) OF THE INTERNAL REVENUE CODE;**

15 **(12) A TRANSFER OF TITLE BY A PUBLIC HOUSING AUTHORITY; OR**

16 **(13) A RESIDENTIAL RENTAL PROPERTY WITH FOUR OR MORE**
 17 **INDIVIDUAL DWELLING UNITS.**

18 **(C) (1) BEFORE A RESIDENTIAL RENTAL PROPERTY MAY BE OFFERED**
 19 **FOR SALE TO THE PUBLIC OR A THIRD PARTY, INCLUDING THROUGH A LISTING FOR**
 20 **SALE, ~~THE OWNER AND ANY TENANT OR GROUP OF TENANTS OF THE PROPERTY, AS~~**
 21 **~~APPLICABLE, SHALL ENTER INTO THE TENANT'S EXCLUSIVE NEGOTIATION PERIOD~~**
 22 **~~FOR THE PURCHASE OF THE PROPERTY.~~**

23 **~~(2) (i) THE~~ THE OWNER OF THE PROPERTY SHALL SEND EACH**
 24 **TENANT A WRITTEN NOTICE OF THE TENANT'S RIGHT TO DELIVER AN OFFER TO**
 25 **PURCHASE THE PROPERTY.**

26 **~~(i) (2)~~ THE WRITTEN NOTICE REQUIRED UNDER PARAGRAPH**
 27 **(1) OF THIS SUBSECTION SHALL:**

28 **~~1.~~ (I) BE IN THE FORM SPECIFIED IN REGULATIONS**
 29 **ADOPTED BY THE SECRETARY;**

30 **~~2.~~ (II) BE DELIVERED BY:**

~~A. 1. CERTIFIED MAIL, RETURN RECEIPT REQUESTED~~
~~FIRST CLASS MAIL WITH A CERTIFICATE OF MAILING; OR~~

~~B. 2. A DELIVERY SERVICE PROVIDING DELIVERY~~
~~TRACKING AND CONFIRMATION;~~

~~3. (III) CONTAIN MATERIAL TERMS THAT THE OWNER~~
~~WOULD AGREE TO INCORPORATE IN A RESULTING CONTRACT OF SALE WITH THE~~
~~TENANT;~~

~~4. (IV) STATE, IN A CONSPICUOUS MANNER, THAT THE~~
~~NOTICE IS A SOLICITATION OF AN OFFER TO PURCHASE AND IS NOT INTENDED AS~~
~~AND MAY NOT BE CONSTRUED AS A BINDING CONTRACT OF SALE; AND~~

~~5. (V) STATE ANY INFORMATION REGARDING DEADLINES~~
~~FOR THE TENANT TO SUBMIT AN OFFER TO PURCHASE, INCLUDING THE DURATION~~
~~OF THE TENANT'S EXCLUSIVE NEGOTIATION PERIOD.~~

~~(H) (3) THE OWNER SHALL SEND A COPY OF THE NOTICE~~
~~REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE OFFICE OF TENANT~~
~~AND LANDLORD AFFAIRS IN ACCORDANCE WITH REGULATIONS ESTABLISHED BY~~
~~THE SECRETARY.~~

~~(3) (4) (I) WITHIN 30 DAYS AFTER THE TENANT RECEIVES~~
~~LANDLORD DELIVERS THE NOTICE UNDER PARAGRAPH (2) (1) OF THIS SUBSECTION,~~
~~THE TENANT MAY DELIVER TO THE OWNER A WRITTEN OFFER TO PURCHASE THE~~
~~PROPERTY.~~

~~(II) WITHIN 5 DAYS AFTER THE OWNER RECEIVES THE OFFER~~
~~TO PURCHASE THE PROPERTY FROM THE TENANT, THE OWNER SHALL:~~

~~1. IF THE OFFER CONTAINS THE SAME OR MORE~~
~~FAVORABLE MATERIAL TERMS AS THOSE CONTAINED IN THE NOTICE, ACCEPT THE~~
~~OFFER AND NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS; OR~~

~~2. IF THE OFFER CONTAINS MATERIAL TERMS THAT~~
~~DEVIATE FROM THE TERMS OF THE NOTICE, DELIVER A COUNTEROFFER TO THE~~
~~TENANT WITH AN EXPLANATION OF HOW THE OFFER DEVIATES FROM THE NOTICE.~~

~~(III) IF MORE THAN ONE TENANT OR GROUP OF TENANTS~~
~~DELIVERS A TIMELY OFFER TO PURCHASE THE PROPERTY, THE OWNER MAY SELECT~~
~~THE MORE FAVORABLE OFFER WITHOUT LIABILITY TO ANY OTHER TENANT.~~

1 (IV) 1. A TENANT OR GROUP OF TENANTS MAY
 2 AFFIRMATIVELY DECLINE AN OFFER OF SALE BY AN OWNER AT ANY TIME BEFORE
 3 AN OFFER OF PURCHASE IS REQUIRED TO BE DELIVERED TO THE OWNER UNDER
 4 SUBPARAGRAPH (I) OF THIS PARAGRAPH.

5 2. A LANDLORD THAT RECEIVES NOTICE FROM A
 6 TENANT OR GROUP OF TENANTS UNDER SUBSUBPARAGRAPH 1 OF THIS
 7 SUBPARAGRAPH MAY OFFER THE PROPERTY FOR SALE.

8 ~~(4)~~ (5) (I) WITHIN 5 DAYS AFTER THE TENANT RECEIVES A
 9 COUNTEROFFER FROM THE OWNER UNDER PARAGRAPH ~~(3)(I)2~~ ~~(4)(II)2~~ OF THIS
 10 SUBSECTION, THE TENANT MAY:

11 1. ACCEPT THE COUNTEROFFER; OR

12 2. REJECT THE COUNTEROFFER.

13 (II) IF THE TENANT FAILS TO RESPOND TO THE COUNTEROFFER
 14 WITHIN 5 DAYS AFTER RECEIPT OF THE COUNTEROFFER, THE COUNTEROFFER IS
 15 DEEMED TO BE REJECTED AND THE OWNER SHALL NOTIFY THE OFFICE OF TENANT
 16 AND LANDLORD AFFAIRS.

17 ~~(5)~~ (6) A TENANT'S RIGHT OF FIRST REFUSAL UNDER SUBSECTION
 18 (D) OF THIS SECTION IS TERMINATED AND THE OWNER SHALL NOTIFY THE OFFICE
 19 OF TENANT AND LANDLORD AFFAIRS IF THE TENANT DOES NOT:

20 (I) DELIVER AN OFFER TO PURCHASE IN ACCORDANCE WITH
 21 PARAGRAPH (3) OF THIS SUBSECTION; OR

22 (II) ACCEPT A COUNTEROFFER IN ACCORDANCE WITH
 23 PARAGRAPH (4) OF THIS SUBSECTION.

24 ~~(6)~~ (7) MATERIAL TERMS FOR THE PURCHASE OF A RESIDENTIAL
 25 RENTAL PROPERTY UNDER THIS SUBSECTION:

26 (I) SHALL BE COMMERCIALY REASONABLE AND MADE IN
 27 GOOD FAITH, AND SHALL ADHERE TO GENERALLY ACCEPTED RESIDENTIAL REAL
 28 ESTATE PRACTICES; AND

29 (II) MAY NOT INCLUDE RESTRICTIONS ON FINANCING METHODS
 30 OR THE RIGHT OF INSPECTION.

31 (D) (1) (I) BEFORE A VOLUNTARY TRANSFER OF TITLE TO A
 32 RESIDENTIAL RENTAL PROPERTY MAY OCCUR, ANY TENANT OR GROUP OF TENANTS

1 OF THE PROPERTY, AS APPLICABLE, SHALL HAVE THE RIGHT OF FIRST REFUSAL TO
2 PURCHASE THE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS
3 SUBSECTION.

4 (II) THE RIGHT OF A THIRD PARTY TO PURCHASE ANY
5 RESIDENTIAL RENTAL PROPERTY TO WHICH THE REQUIREMENTS OF THIS SECTION
6 APPLY IS SUBJECT TO THE EXERCISE OF THE RIGHT OF FIRST REFUSAL BY A TENANT
7 OR GROUP OF TENANTS.

8 (2) A TENANT HAS A RIGHT OF FIRST REFUSAL TO PURCHASE
9 RESIDENTIAL RENTAL PROPERTY IF:

10 (I) THE OWNER INTENDS TO ACCEPT AN OFFER FROM A THIRD
11 PARTY TO PURCHASE THE PROPERTY FOR AN AMOUNT THAT IS AT LEAST 10%
12 LOWER THAN THE LOWEST PRICE OFFERED TO THE TENANT IN ANY PREVIOUS
13 NOTICE, OFFER, OR COUNTEROFFER UNDER SUBSECTION (C) OF THIS SECTION; OR

14 (II) THE OWNER, WITHOUT HAVING OFFERED THE PROPERTY
15 FOR SALE TO THE PUBLIC OR ANY THIRD PARTY, RECEIVES AN OFFER TO PURCHASE
16 THE PROPERTY FROM A THIRD PARTY.

17 (3) (I) IF THE OWNER RECEIVES AN OFFER TO PURCHASE THE
18 PROPERTY FROM A THIRD PARTY AS DESCRIBED IN PARAGRAPH (2) OF THIS
19 SUBSECTION, THE OWNER MAY NOT ACCEPT THE OFFER UNTIL:

20 1. THE OWNER PROVIDES WRITTEN NOTICE TO THE
21 TENANT OF THE TENANT'S RIGHT OF FIRST REFUSAL; AND

22 2. THE TENANT HAS AN OPPORTUNITY TO EXERCISE THE
23 RIGHT OF FIRST REFUSAL WITHIN 30 DAYS AFTER RECEIPT OF THE NOTICE
24 SPECIFIED IN PARAGRAPH (4)(I) OF THIS SUBSECTION.

25 (II) THE WRITTEN NOTICE OF THE RIGHT OF FIRST REFUSAL TO
26 THE TENANT SHALL:

27 1. BE IN THE FORM SPECIFIED IN REGULATIONS BY THE
28 SECRETARY;

29 2. BE DELIVERED BY:

30 A. ~~CERTIFIED MAIL, RETURN RECEIPT REQUESTED~~
31 FIRST CLASS MAIL WITH A CERTIFICATE OF MAILING; OR

1 B. A DELIVERY SERVICE PROVIDING DELIVERY
2 TRACKING AND CONFIRMATION;

3 3. CONTAIN THE SAME SALES PRICE AS THE
4 THIRD-PARTY OFFER TO PURCHASE;

5 4. STATE, IN A CONSPICUOUS MANNER, THAT THE
6 NOTICE IS A SOLICITATION OF AN OFFER TO PURCHASE AND IS NOT INTENDED AS
7 AND MAY NOT BE CONSTRUED AS A BINDING CONTRACT OF SALE; AND

8 5. STATE ANY INFORMATION REGARDING DEADLINES
9 FOR THE TENANT TO SUBMIT AN OFFER TO PURCHASE.

10 (III) THE OWNER SHALL SEND A COPY OF THE NOTICE TO THE
11 OFFICE OF TENANT AND LANDLORD AFFAIRS IN ACCORDANCE WITH REGULATIONS
12 ESTABLISHED BY THE SECRETARY.

13 (4) (I) WITHIN 30 DAYS AFTER RECEIPT OF THE NOTICE UNDER
14 PARAGRAPH (3) OF THIS SUBSECTION, THE TENANT MAY DELIVER TO THE OWNER A
15 WRITTEN OFFER TO PURCHASE THE PROPERTY.

16 (II) IF A TENANT DELIVERS AN OFFER TO PURCHASE AT THE
17 SAME SALES PRICE AS THE OFFER FROM THE THIRD PARTY, THE OWNER SHALL
18 ACCEPT THE OFFER FROM THE TENANT AND NOTIFY THE OFFICE OF TENANT AND
19 LANDLORD AFFAIRS.

20 (III) IF MORE THAN ONE TENANT OR GROUP OF TENANTS
21 DELIVERS A TIMELY OFFER TO PURCHASE THE PROPERTY, THE OWNER MAY SELECT
22 THE MORE FAVORABLE OFFER WITHOUT LIABILITY TO ANY OTHER TENANT.

23 (5) IF A TENANT DOES NOT DELIVER AN OFFER TO PURCHASE THE
24 PROPERTY IN ACCORDANCE WITH PARAGRAPH (4) OF THIS SUBSECTION:

25 (I) THE OWNER MAY ACCEPT THE THIRD-PARTY OFFER;

26 (II) THE TENANT'S RIGHT OF FIRST REFUSAL SHALL BE
27 CONSIDERED WAIVED; AND

28 (III) THE OWNER SHALL NOTIFY THE OFFICE OF TENANT AND
29 LANDLORD AFFAIRS.

30 (6) IF THE OWNER ACCEPTS THE OFFER TO PURCHASE FROM THE
31 TENANT UNDER PARAGRAPH (4) OF THIS SUBSECTION AND ENTERS INTO A
32 CONTRACT OF SALE, BUT THE CONTRACT IS TERMINATED BEFORE SETTLEMENT,

1 THE TENANT'S RIGHT OF FIRST REFUSAL IS WAIVED AND THE OWNER SHALL NOTIFY
2 THE OFFICE OF TENANT AND LANDLORD AFFAIRS.

3 (7) IF A THIRD PARTY DELIVERS AN OFFER TO PURCHASE TO THE
4 OWNER, THE OWNER SHALL NOTIFY THE THIRD PARTY OF A TENANT'S RIGHT OF
5 FIRST REFUSAL UNDER THIS SUBSECTION.

6 (E) THIS SECTION MAY NOT BE CONSTRUED TO PROHIBIT:

7 (1) AN INDIVIDUAL FROM SUBMITTING AN OFFER TO PURCHASE A
8 PROPERTY LEASED BY THE INDIVIDUAL THAT IS OFFERED FOR SALE TO THE PUBLIC;
9 OR

10 (2) MULTIPLE TENANTS OF A RESIDENTIAL PROPERTY FROM
11 JOINTLY DELIVERING AN OFFER TO PURCHASE OR FROM JOINTLY CONTRACTING TO
12 PURCHASE THE PROPERTY.

13 (F) THE RIGHTS OF A TENANT UNDER THIS SECTION MAY NOT BE WAIVED
14 OR ASSIGNED AND ANY ATTEMPTED WAIVER OR ASSIGNMENT IS VOID.

15 (G) THIS SECTION PREEMPTS ANY LOCAL LAW OR ORDINANCE GOVERNING
16 THE RIGHT OF FIRST REFUSAL OR OPPORTUNITY TO PURCHASE OF A JURISDICTION
17 OR TENANT FOR THE PURCHASE OF A RESIDENTIAL RENTAL PROPERTY.

18 ~~(H) A TENANT MAY SEEK RELIEF FROM A COURT OF COMPETENT~~
19 ~~JURISDICTION TO RESTRAIN OR ENJOIN ANY VIOLATION OF THIS SECTION PRIOR TO~~
20 ~~THE CLOSING OF A CONTRACT OF SALE BETWEEN THE OWNER AND BUYER.~~

21 ~~(H)~~ (H) (1) FOLLOWING CLOSING ON A CONTRACT OF SALE BETWEEN
22 AN OWNER AND A TENANT, LIABILITY FOR FAILURE TO COMPLY WITH THIS SECTION
23 IS RESTRICTED TO THE OWNER AND MAY NOT ATTACH TO THE RESIDENTIAL RENTAL
24 PROPERTY THAT IS THE SUBJECT OF THE CONTRACT.

25 (2) (I) A TENANT WHO BRINGS AN ACTION AGAINST THE OWNER
26 AFTER CLOSING ON A CONTRACT OF SALE FOR FAILING TO PROVIDE THE NOTICE
27 REQUIRED BY THIS SECTION MAY NOT FILE A NOTICE OF LIS PENDENS UNDER
28 MARYLAND RULE 12-102.

29 (II) A COURT MAY DISMISS A WRONGFULLY FILED ACTION OF
30 LIS PENDENS UNDER THIS PARAGRAPH.

31 ~~(I)~~ (I) AN OWNER OF A RESIDENTIAL RENTAL PROPERTY WHO VIOLATES
32 THIS SECTION IS SUBJECT TO A FINE OF NOT MORE THAN \$1,000 PER VIOLATION.

1 ~~(K)~~ (J) THE SECRETARY SHALL ADOPT REGULATIONS TO CARRY OUT
2 THIS SECTION.

3 8-120.

4 (A) THE DEPARTMENT SHALL REGULARLY GATHER AND MONITOR DATA
5 RELATED TO THE PURCHASE OF RESIDENTIAL RENTAL PROPERTIES BY TENANTS
6 UNDER § 8-119 OF THIS SUBTITLE.

7 (B) THE DEPARTMENT SHALL PUBLISH THE DATA GATHERED UNDER
8 SUBSECTION (A) OF THIS SECTION IN A DATA DASHBOARD ON THE DEPARTMENT'S
9 WEBSITE.

10 (C) (1) THE DEPARTMENT SHALL ORGANIZE THE DATA GATHERED
11 UNDER SUBSECTION (A) OF THIS SECTION INTO OPEN DATA SETS ON A ROLLING
12 BASIS THAT ALLOW AUTOMATED SEARCHING, SPATIAL ANALYSIS, VISUALIZATION,
13 AND PROCESSING.

14 (2) ON REQUEST, THE DEPARTMENT SHALL PROVIDE THE
15 ORGANIZED DATA TO STATE OR LOCAL GOVERNMENTAL ENTITIES AND
16 INSTITUTIONS OF HIGHER EDUCATION THAT ARE LOCATED IN THE STATE.

17 (D) THE DEPARTMENT MAY NOT PUBLISH DATA UNDER THIS SECTION THAT
18 IS PRIVILEGED OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE.

19 8-203.

20 (b) (1) ~~A~~ EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,
21 A landlord may not impose a security deposit in excess of the equivalent of [two months'] 1
22 MONTH'S rent per dwelling unit, regardless of the number of tenants.

23 (2) A LANDLORD MAY IMPOSE A SECURITY DEPOSIT IN AN AMOUNT
24 EQUIVALENT TO UP TO 2 MONTHS' RENT IF:

25 (I) THE TENANT IS ELIGIBLE AND HAS QUALIFIED FOR UTILITY
26 ASSISTANCE THROUGH THE DEPARTMENT OF HUMAN SERVICES;

27 (II) THE LEASE AGREEMENT REQUIRES THAT THE TENANT MAKE
28 PAYMENTS FOR UTILITY SERVICES DIRECTLY TO THE LANDLORD; AND

29 (III) THE TENANT AND LANDLORD AGREE IN WRITING TO THE
30 AMOUNT OF THE SECURITY DEPOSIT.

1 ~~(2)~~ **(3)** If a landlord [charges more than the equivalent of two months'
2 rent per dwelling unit as a security deposit] **VIOLATES PARAGRAPH (1) OF THIS**
3 **SUBSECTION**, the tenant may recover up to [threefold] **THREE TIMES** the extra amount
4 charged, plus reasonable attorney's fees.

5 ~~(3)~~ **(4)** An action under this section may be brought at any time during
6 the tenancy or within [two] **2** years after its termination.

7 **(f) (2)** *The security deposit is not liquidated damages and may not be forfeited*
8 *to the landlord for breach of the rental agreement, except in the amount that the landlord is*
9 *actually damaged by the breach* **OR THE AMOUNT OF A SURCHARGE AUTHORIZED**
10 **UNDER § 7-301(C)(5)(II) OF THE COURTS ARTICLE.**

11 **(i) (6) (i)** *A surety bond may be used to pay claims by a landlord for:*

12 **1.** *Unpaid rent;*

13 **2.** *Damage due to breach of lease; [or]*

14 **3.** *Damage by the tenant or the tenant's family, agents,*
15 *employees, guests, or invitees in excess of ordinary wear and tear to the leased premises,*
16 *common areas, major appliances, or furnishings owned by the landlord; OR*

17 **4.** **THE AMOUNT OF A SURCHARGE AUTHORIZED UNDER**
18 **§ 7-301(C)(5)(II) OF THE COURTS ARTICLE.**

19 8-208.

20 (b) A landlord who rents using a written lease shall provide, upon written request
21 from any prospective applicant for a lease, a copy of the proposed form of lease in writing,
22 complete in every material detail, except for the date, the name and address of the tenant,
23 the designation of the premises, and the rental rate without requiring execution of the lease
24 or any prior deposit.

25 (c) A lease shall include:

26 (1) A statement that the premises will be made available in a condition
27 permitting habitation, with reasonable safety, if that is the agreement, or if that is not the
28 agreement, a statement of the agreement concerning the condition of the premises;

29 (2) The landlord's and the tenant's specific obligations as to heat, gas,
30 electricity, water, and repair of the premises; [and]

31 (3) A receipt for the security deposit as specified in § 8-203.1 of this
32 subtitle; AND

1 (4) A COPY OF THE MOST CURRENT VERSION OF THE MARYLAND
2 TENANTS' BILL OF RIGHTS PUBLISHED BY THE OFFICE OF ~~TENANTS' RIGHTS~~
3 TENANT AND LANDLORD AFFAIRS IN THE DEPARTMENT OF HOUSING AND
4 COMMUNITY DEVELOPMENT.

5 (d) A landlord may not use a lease or form of lease containing any provision that:

6 (1) Has the tenant authorize any person to confess judgment on a claim
7 arising out of the lease;

8 (2) Has the tenant agree to waive or to forego any right or remedy provided
9 by applicable law;

10 (3) (i) Provides for a penalty for the late payment of rent in excess of
11 5% of the amount of rent due for the rental period for which the payment was delinquent;
12 or

13 (ii) In the case of leases under which the rent is paid in weekly rental
14 installments, provides for a late penalty of more than \$3 per week or a total of no more than
15 \$12 per month;

16 (4) Has the tenant waive the right to a jury trial;

17 (5) Has the tenant agree to a period required for landlord's notice to quit
18 which is less than that provided by applicable law[; provided, however, that neither party
19 is prohibited from agreeing], **EXCEPT THAT THE PARTIES MAY AGREE** to a longer notice
20 period than that required by applicable law;

21 (6) Authorizes the landlord to take possession of the leased premises, or
22 the tenant's personal property unless the lease has been terminated by action of the parties
23 or by operation of law, and the personal property has been abandoned by the tenant without
24 the benefit of formal legal process;

25 (7) Is against public policy and void [pursuant to] **UNDER § 8-105** of this
26 title;

27 (8) Permits a landlord to commence an eviction proceeding or issue a notice
28 to quit solely as retaliation against any tenant for planning, organizing, or joining a tenant
29 organization with the purpose of negotiating collectively with the landlord;

30 (9) Requires the tenant to accept notice of rent increases under § 8-209 **OF**
31 **THIS SUBTITLE OR § 8-401 OF THIS TITLE** by electronic delivery; [or]

32 (10) (i) Limits the ability of a tenant to summon the assistance of law
33 enforcement or emergency services or penalizes a tenant solely for summoning the
34 assistance of law enforcement or emergency services; or

1 (ii) Penalizes a tenant for the actions of another individual solely
2 because the individual summoned the assistance of law enforcement or emergency services;

3 (11) **REQUIRES A TENANT TO PAY MORE THAN THE SUM OF THE**
4 **SECURITY DEPOSIT UNDER § 8-203(B) OF THIS SUBTITLE AND THE FIRST MONTH'S**
5 **RENT IN ORDER TO COMMENCE THE LEASE AND OCCUPY THE PREMISES;**

6 (12) **WAIVES OR PLACES CONDITIONS ON A TENANT'S RIGHT OF FIRST**
7 **REFUSAL UNDER § 8-119 OF THIS TITLE; OR**

8 (13) ~~PROVIDES~~ EXCEPT AS AUTHORIZED UNDER § 7-301(C)(5)(II) OF
9 THE COURTS ARTICLE, PROVIDES THAT A TENANT IS RESPONSIBLE FOR, OR
10 REQUIRES A TENANT TO AGREE TO BE RESPONSIBLE FOR, PAYMENT OF A FILING
11 SURCHARGE ASSESSED AGAINST THE LANDLORD BY THE DISTRICT COURT UNDER §
12 7-301(C)(2)(I)1 OF THE COURTS ARTICLE.

13 8-401.

14 (a) Whenever the tenant or tenants fail to pay the rent when due and payable, it
15 shall be lawful for the landlord to have again and repossess the premises in accordance
16 with this section.

17 (b) (2) Subject to § 8-406 of this subtitle and after completing the procedures
18 required under subsection (c) of this section, a landlord or the landlord's duly qualified
19 agent or attorney may file the landlord's written complaint under oath or affirmation, in
20 the District Court of the county wherein the property is situated:

21 (iv) Requesting to repossess the premises and, if requested by the
22 landlord, a judgment for the amount of rent due, costs, ~~EXCLUDING ANY SURCHARGE~~
23 ~~ASSESSED AGAINST A LANDLORD UNDER § 7-301(C) OF THE COURTS ARTICLE,~~ and
24 any late fees, less the amount of any utility bills, fees, or security deposits paid by a tenant
25 under § 7-309 of the Public Utilities Article;

26 (c) (1) Before a landlord may file a complaint under this section, the landlord
27 shall provide to the tenant a written notice of the landlord's intent to file a claim in the
28 District Court against the tenant to recover possession of the residential premises if the
29 tenant does not cure within 10 days after the written notice is provided to the tenant.

30 (2) (I) The written notice required under paragraph (1) of this
31 subsection shall be in a form created by the Maryland Judiciary and notice shall occur when
32 the notice is:

33 [(i)] 1. Sent by first-class mail, certificate of mailing;

1 ~~[(ii)]~~ 2. Affixed to the door of the premises; or

2 ~~[(iii)]~~ 3. If elected by the tenant, sent by electronic delivery in at
3 least one of the following forms:

4 [1.] A. An e-mail message;

5 [2.] B. A text message; or

6 [3.] C. Through an electronic tenant portal.

7 **(II) ELECTRONIC NOTICE UNDER SUBPARAGRAPH (I)3 OF THIS**
8 **PARAGRAPH SHALL PROVIDE THE LANDLORD WITH PROOF OF THE TRANSMISSION**
9 **OF THE NOTICE.**

10 (3) (i) A complaint for repossession filed in accordance with this section
11 shall include ~~fa~~

12 ~~1.~~ ~~A statement that states and affirms the date on which the~~
13 ~~landlord provided the notice required under paragraph (1) of this subsection;~~ ~~AND~~

14 ~~2.~~ ~~**PROOF THAT THE LANDLORD PROVIDED THE NOTICE**~~
15 ~~**REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.**~~

16 (ii) A tenant may challenge assertions made by a landlord under this
17 paragraph, and the court may dismiss the landlord’s complaint on a showing of sufficient
18 cause.

19 ~~**(4) A LANDLORD MAY NOT CONDITION THE ACCEPTANCE OF A LEASE**~~
20 ~~**APPLICATION ON THE TENANT’S ELECTION TO RECEIVE NOTICE UNDER THIS**~~
21 ~~**SUBSECTION BY ELECTRONIC DELIVERY.**~~

22 (f) (1) (i) Subject to the provisions of paragraph (2) of this subsection, if
23 judgment is given in favor of the landlord, and the tenant fails to comply with the
24 requirements of the order within [4] 7 days, the court shall, at any time after the expiration
25 of the [4] 7 days, issue its warrant, directed to any official of the county entitled to serve
26 process, ordering the official to cause the landlord to have again and repossess the property
27 by putting the landlord [(or), OR the landlord’s duly qualified agent or attorney [for the
28 landlord’s benefit)], in possession [thereof] **OF THE PROPERTY**, and for that purpose to
29 remove from the property, by force if necessary, all the furniture, implements, tools, goods,
30 effects or other chattels of every description whatsoever belonging to the tenant, or to any
31 person claiming or holding by or under [said] **THE** tenant.

1 (2) (i) The administrative judge of any district [may] SHALL stay the
 2 execution of a warrant of restitution of a residential property, from day to day, in the event
 3 of ~~extreme~~;

4 ~~1. EXTREME~~ weather conditions AFFECTING THE
 5 RESIDENTIAL PROPERTY, INCLUDING:

6 ~~A. 1.~~ A TEMPERATURE OR NEXT-DAY FORECASTED
 7 TEMPERATURE OF 32 DEGREES FAHRENHEIT OR LOWER;

8 ~~B. 2.~~ A WINTER STORM WARNING OR BLIZZARD WARNING
 9 ISSUED BY THE NATIONAL WEATHER SERVICE;

10 ~~C. 3.~~ A HURRICANE WARNING OR TROPICAL STORM
 11 WARNING ISSUED BY THE NATIONAL WEATHER SERVICE; AND

12 ~~D. 4.~~ AN EXCESSIVE HEAT WARNING ISSUED BY THE
 13 NATIONAL WEATHER SERVICE; ~~OR~~

14 ~~2. ANY OTHER STATE OF EMERGENCY DECLARED~~
 15 ~~UNDER § 14-107 OF THE PUBLIC SAFETY ARTICLE.~~

16 (ii) When a stay has been granted under this paragraph, the
 17 execution of the warrant of restitution for which the stay has been granted shall be given
 18 priority and completed within [3] 5 days after the extreme weather conditions cease ~~OR~~
 19 ~~THE STATE OF EMERGENCY IS TERMINATED OR EXPIRES.~~

20 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
 21 as follows:

22 Article – Courts and Judicial Proceedings

23 7-202.

24 (d) The State Court Administrator, as part of the Administrator's determination
 25 of the amount of court costs and charges in civil cases, shall assess a surcharge that:

26 (1) May not be more than [\$55] \$85 per case; and

27 (2) Shall be deposited into the Maryland Legal Services Corporation Fund
 28 established under § 11-402 of the Human Services Article.

29 7-301.

1 (c) (1) The filing fees and costs in a civil case are those prescribed by law
 2 subject to modification by law, rule, or administrative regulation.

3 (2) The Chief Judge of the District Court shall assess a surcharge that:

4 (i) May not be more than:

5 1. [\$8] ~~88~~ \$43 per ~~summary~~ ejection case ~~FOR THE~~
 6 ~~FOLLOWING CASES:~~

7 ~~A. SUMMARY EJECTION;~~

8 ~~B. TENANT HOLDING OVER; OR~~

9 ~~C. BREACH OF LEASE THAT SEEKS A JUDGMENT FOR~~
 10 ~~POSSESSION OF RESIDENTIAL PROPERTY AGAINST A RESIDENTIAL TENANT; and~~

11 2. [\$18] \$28 per case for all other civil cases; and

12 (ii) Shall be deposited:

13 1. FOR A SURCHARGE ASSESSED UNDER ITEM (I)1 OF
 14 THIS PARAGRAPH:

15 A. 50% INTO THE STATEWIDE RENTAL ASSISTANCE
 16 VOUCHER PROGRAM ESTABLISHED UNDER § 4-2902 OF THE HOUSING AND
 17 COMMUNITY DEVELOPMENT ARTICLE; AND

18 B. 50% INTO THE MARYLAND LEGAL SERVICES
 19 CORPORATION FUND ESTABLISHED UNDER § 11-402 OF THE HUMAN SERVICES
 20 ARTICLE; AND

21 2. FOR A SURCHARGE ASSESSED UNDER ITEM (I)2 OF
 22 THIS PARAGRAPH, into the Maryland Legal Services Corporation Fund established under
 23 § 11-402 of the Human Services Article.

24 (3) (i) In addition to the surcharge assessed under paragraph (2) of this
 25 subsection, the Chief Judge of the District Court shall assess a surcharge that may not be
 26 more than \$10 per case for the following cases filed in Baltimore City:

27 1. Summary ejection;

28 2. Tenant holding over;

29 3. Breach of lease; and

1 4. Warrant of restitution.

2 (ii) The revenue generated from the surcharge on filing fees collected
3 by the District Court in Baltimore City under subparagraph (i) of this paragraph shall be:

4 1. Remitted quarterly to the Baltimore City Director of
5 Finance; and

6 2. Used to fund the enhancement of sheriff benefits and the
7 increase in sheriff personnel to enhance the service of domestic violence orders.

8 (4) In addition to the surcharge assessed under paragraphs (2) and (3) of
9 this subsection, the Chief Judge of the District Court shall assess a surcharge that:

10 (i) May not be more than:

11 1. \$3 per summary ejectment case; and

12 2. \$8 per case for all other civil cases; and

13 (ii) Shall be deposited into the Circuit Court Real Property Records
14 Improvement Fund established under § 13-602 of this article.

15 (5) (I) ~~***A***~~ ***EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS***
16 ***PARAGRAPH, A SURCHARGE ASSESSED UNDER PARAGRAPH (2)(I)1 OF THIS***
17 ***SUBSECTION SHALL BE ASSESSED AGAINST A LANDLORD AND MAY NOT BE AWARDED***
18 ***OR ASSIGNED AS A FEE OR COST AGAINST A RESIDENTIAL TENANT BY THE COURT.***

19 (II) ***A COURT MAY ALLOW A LANDLORD TO DEDUCT A***
20 ***SURCHARGE ASSESSED UNDER PARAGRAPH (2)(I)1 OF THIS SUBSECTION FROM THE***
21 ***TENANT'S SECURITY DEPOSIT IF:***

22 1. ***A JUDGMENT FOR POSSESSION IS GRANTED IN THE***
23 ***LANDLORD'S FAVOR; AND***

24 2. ***THE LEASE AGREEMENT PROVIDES THAT A***
25 ***SURCHARGE MAY BE ASSESSED AGAINST THE TENANT IN ACCORDANCE WITH THIS***
26 ***PARAGRAPH.***

27 (III) ***A DEDUCTION UNDER SUBPARAGRAPH (II) OF THIS***
28 ***PARAGRAPH MAY NOT EXCEED THE AMOUNT OF A TENANT'S SECURITY DEPOSIT.***

29 [(5)] (6) The Supreme Court of Maryland may provide by rule for waiver
30 of prepayment of filing fees and other costs in cases of indigency.

1 SECTION 3. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
 2 as follows:

3 **Article – Courts and Judicial Proceedings**

4 7–202.

5 (d) The State Court Administrator, as part of the Administrator’s determination
 6 of the amount of court costs and charges in civil cases, shall assess a surcharge that:

7 (1) May not be more than ~~[\$55]~~ \$85 per case; and

8 (2) Shall be deposited into the Maryland Legal Services Corporation Fund
 9 established under § 11–402 of the Human Services Article.

10 7–301.

11 (c) (1) The filing fees and costs in a civil case are those prescribed by law
 12 subject to modification by law, rule, or administrative regulation.

13 (2) The Chief Judge of the District Court shall assess a surcharge that:

14 (i) May not be more than:

15 1. ~~[\$8] \$83 \$43 per [summary ejectment] case FOR THE~~
 16 ~~FOLLOWING CASES:~~

17 ~~A. SUMMARY EJECTMENT;~~

18 ~~B. TENANT HOLDING OVER; OR~~

19 ~~C. BREACH OF LEASE THAT SEEKS A JUDGMENT FOR~~
 20 ~~POSSESSION OF RESIDENTIAL PROPERTY AGAINST A RESIDENTIAL TENANT; and~~

21 2. [\$18] \$28 per case for all other civil cases; and

22 (ii) Shall be deposited:

23 1. FOR A SURCHARGE ASSESSED UNDER ITEM (I)1 OF
 24 THIS PARAGRAPH:

25 A. 45% INTO THE STATEWIDE RENTAL ASSISTANCE
 26 VOUCHER PROGRAM ESTABLISHED UNDER § 4–2902 OF THE HOUSING AND
 27 COMMUNITY DEVELOPMENT ARTICLE;

1 B. 45% INTO THE MARYLAND LEGAL SERVICES
2 CORPORATION FUND ESTABLISHED UNDER § 11-402 OF THE HUMAN SERVICES
3 ARTICLE; AND

4 C. 10% INTO THE RENTAL ASSISTANCE FOR
5 COMMUNITY SCHOOLS FAMILIES FUND ESTABLISHED UNDER § 9.9-104.1 OF THE
6 EDUCATION ARTICLE; AND

7 2. FOR A SURCHARGE ASSESSED UNDER ITEM (I)2 OF
8 THIS PARAGRAPH, into the Maryland Legal Services Corporation Fund established under
9 § 11-402 of the Human Services Article.

10 (3) (i) In addition to the surcharge assessed under paragraph (2) of this
11 subsection, the Chief Judge of the District Court shall assess a surcharge that may not be
12 more than \$10 per case for the following cases filed in Baltimore City:

13 1. Summary ejectment;

14 2. Tenant holding over;

15 3. Breach of lease; and

16 4. Warrant of restitution.

17 (ii) The revenue generated from the surcharge on filing fees collected
18 by the District Court in Baltimore City under subparagraph (i) of this paragraph shall be:

19 1. Remitted quarterly to the Baltimore City Director of
20 Finance; and

21 2. Used to fund the enhancement of sheriff benefits and the
22 increase in sheriff personnel to enhance the service of domestic violence orders.

23 (4) In addition to the surcharge assessed under paragraphs (2) and (3) of
24 this subsection, the Chief Judge of the District Court shall assess a surcharge that:

25 (i) May not be more than:

26 1. \$3 per summary ejectment case; and

27 2. \$8 per case for all other civil cases; and

28 (ii) Shall be deposited into the Circuit Court Real Property Records
29 Improvement Fund established under § 13-602 of this article.

1 (5) (I) ~~A~~ EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS
 2 PARAGRAPH, A SURCHARGE ASSESSED UNDER PARAGRAPH (2)(I)1 OF THIS
 3 SUBSECTION SHALL BE ASSESSED AGAINST A LANDLORD AND MAY NOT BE AWARDED
 4 OR ASSIGNED AS A FEE OR COST AGAINST A RESIDENTIAL TENANT BY THE COURT.

5 (II) A COURT MAY ALLOW A LANDLORD TO DEDUCT A
 6 SURCHARGE ASSESSED UNDER PARAGRAPH (2)(I)1 OF THIS SUBSECTION FROM THE
 7 TENANT'S SECURITY DEPOSIT IF:

8 1. A JUDGMENT FOR POSSESSION IS GRANTED IN THE
 9 LANDLORD'S FAVOR; AND

10 2. THE LEASE AGREEMENT PROVIDES THAT A
 11 SURCHARGE MAY BE ASSESSED AGAINST THE TENANT IN ACCORDANCE WITH THIS
 12 PARAGRAPH.

13 (III) A DEDUCTION UNDER SUBPARAGRAPH (II) OF THIS
 14 PARAGRAPH MAY NOT EXCEED THE AMOUNT OF A TENANT'S SECURITY DEPOSIT.

15 [(5)] (6) The Supreme Court of Maryland may provide by rule for waiver
 16 of prepayment of filing fees and other costs in cases of indigency.

17 SECTION ~~2~~ 4. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
 18 as follows:

19 Article – Real Property

20 14–133.

21 (a) (1) In this section the following words have the meanings indicated.

22 (2) “COMPLAINT” MEANS A COMPLAINT FILED UNDER TITLE 7,
 23 SUBTITLE 1 OF THIS ARTICLE, § 8–401, § 8–402, § 8–402.1, OR § 8–402.2 OF THIS
 24 ARTICLE, OR § 14–132 OF THIS SUBTITLE.

25 [(2)] (3) “Department” means the Department of Housing and
 26 Community Development.

27 [(3)] (4) “Eviction data” means, for each PREMISES SUBJECT TO A
 28 warrant [of restitution or writ of possession issued in accordance with a judgment for
 29 possession of residential property entered under Title 7, Subtitle 1 of this article, §§ 8–401
 30 through 8–402.2 of this article, or § 14–132 of this subtitle], REGARDLESS OF WHETHER
 31 AN EVICTION OCCURS, THE FOLLOWING INFORMATION:

- 1 (i) **THE NAME OF THE LANDLORD OF THE PREMISES;**
- 2 (ii) **The STREET ADDRESS, CITY, county, and zip code of the**
3 **[subject] premises SUBJECT TO THE WARRANT;**
- 4 [(ii) The date of execution of the warrant or writ; and
- 5 (iii) The type of action from which the warrant or writ was issued]
- 6 (iii) **THE DATE OF FILING OF THE COMPLAINT AND THE TYPE OF**
7 **ACTION;**
- 8 (iv) **FOR A HEARING OR TRIAL RELATING TO THE COMPLAINT:**
- 9 1. **WHETHER THE TENANT APPEARED AT THE HEARING**
10 **OR TRIAL; AND**
- 11 2. **WHETHER THE TENANT HAD LEGAL**
12 **REPRESENTATION;**
- 13 (v) **THE DATE OF ENTRY OF A JUDGMENT FOR POSSESSION;**
- 14 (vi) **IF APPLICABLE, WHETHER THE RIGHT OF REDEMPTION WAS**
15 **FORECLOSED AT THE TIME OF THE ENTRY OF JUDGMENT FOR POSSESSION;**
- 16 (vii) **THE DATE OF ISSUANCE OF THE WARRANT; AND**
- 17 (viii) **THE OUTCOME OF THE ISSUANCE OF THE WARRANT,**
18 **INCLUDING:**
- 19 1. **AN EVICTION EXECUTED BY A SHERIFF'S OFFICE;**
- 20 2. **THE CANCELLATION OF THE WARRANT;**
- 21 3. **THE EXPIRATION OF THE WARRANT; AND**
- 22 4. **ANY OTHER OUTCOME.**
- 23 (5) **"PUBLICLY DISCLOSABLE DATA" MEANS DATA THAT IS NOT**
24 **REQUIRED TO BE WITHHELD FROM DISCLOSURE UNDER THE PUBLIC INFORMATION**
25 **ACT OR ANY OTHER LAW.**
- 26 (6) **"WARRANT" MEANS A WARRANT OF RESTITUTION, A WARRANT**
27 **ISSUED TO A SHERIFF OR CONSTABLE COMMANDING A TENANT TO DELIVER**

1 POSSESSION TO A LANDLORD, OR A WRIT OF POSSESSION, ISSUED AS THE RESULT
2 OF A JUDGMENT FOR POSSESSION OF RESIDENTIAL PROPERTY.

3 (b) (1) Each month, the Judiciary shall collect, compile, and share complete
4 eviction data from the immediately preceding month with the Department in the manner
5 required by the Department.

6 (2) IF THE JUDICIARY DISCOVERS THAT EVICTION DATA SHARED
7 WITH THE DEPARTMENT FOR ANY COLLECTION PERIOD IS INACCURATE OR
8 INCOMPLETE, THE JUDICIARY SHALL NOTIFY THE DEPARTMENT OF THE
9 INACCURACY OR INCOMPLETENESS AND PROVIDE THE DEPARTMENT WITH
10 UPDATED EVICTION DATA.

11 (c) The Department shall:

12 (1) Organize and format the data received under subsection (b) of this
13 section;

14 (2) Publish the PUBLICLY DISCLOSABLE data in a data dashboard on the
15 Department's website and update the dashboard monthly;

16 (3) Make the PUBLICLY DISCLOSABLE data available for download in
17 open data sets that allow automated searching, spatial analysis, visualization, and
18 processing, on request by:

19 (i) A State agency;

20 (ii) An agency of a county or municipal corporation; or

21 (iii) An academic institution located in the State; and

22 (4) On or before August 31, 2023, and each year thereafter, submit a report
23 on the eviction data to the Governor and, in accordance with § 2–1257 of the State
24 Government Article, the General Assembly.

25 SECTION 5. AND BE IT FURTHER ENACTED, That Section 3 of this Act shall take
26 effect October 1, 2024, contingent on the taking effect of Chapter _____ (S.B. 370/H.B. 428)
27 of the Acts of the General Assembly of 2024. If Section 3 of this Act takes effect, Section 2
28 of this Act, with no further action required by the General Assembly, shall be abrogated
29 and of no further force and effect.

30 SECTION ~~3~~ 6. AND BE IT FURTHER ENACTED, That Section ~~2~~ 4 of this Act shall
31 take effect October 1, 2025.

1 SECTION ~~4~~ 7. AND BE IT FURTHER ENACTED, That, subject to Section 5 of this
2 Act, and except as provided in Section ~~3~~ 6 of this Act, this Act shall take effect October 1,
3 2024.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.