
By: Delegates Workman, Taylor, and Edwards

Introduced and read first time: January 31, 1997

Assigned to: Environmental Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Lead Paint Hazards - Rent Escrow Law - Authority to Abate**

3 FOR the purpose of repealing a certain provision of law authorizing a lessee to deposit
4 rent in a rent escrow account if a lessor fails to repair or eliminate certain paint with
5 certain lead pigment within a certain dwelling unit within a certain amount of time;
6 altering a certain requirement in a certain rent escrow law to authorize a lessor or
7 another person to abate certain lead-based paint hazards in order to comply with
8 the requirements of the rent escrow law; making stylistic changes; and generally
9 relating to authority of a lessor or another person to abate certain lead-based paint
10 hazards in order to be in compliance with a certain rent escrow law.

11 BY repealing and reenacting, without amendments,
12 Article - Environment
13 Section 6-1001(b)
14 Annotated Code of Maryland
15 (1996 Replacement Volume and 1996 Supplement)

16 BY repealing and reenacting, with amendments,
17 Article - Real Property
18 Section 8-211(e) and 8-211.1
19 Annotated Code of Maryland
20 (1996 Replacement Volume and 1996 Supplement)

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

23 **Article - Environment**

24 6-1001.

25 (b) "Abatement" means a set of measures designed to eliminate or reduce
26 lead-based paint hazards in residential, public, or commercial buildings, bridges, or other
27 structures or superstructures in accordance with standards established by the Department
28 which may include:

29 (1) The removal of lead-based paint and lead-contaminated dust, the
30 containment or encapsulation of lead-based paint, the replacement or demolition of

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1 lead-painted surfaces or fixtures, and the removal or covering of lead-contaminated soil;
2 and

3 (2) All preparation, cleanup, disposal, and postabatement clearance testing
4 activities associated with these measures.

5 **Article - Real Property**

6 8-211.

7 (e) This section provides a remedy and imposes an obligation [upon] ON
8 landlords to repair and eliminate conditions and defects which constitute, or if not
9 promptly corrected will constitute, a fire hazard or a serious and substantial threat to the
10 life, health or safety of occupants, including, but not limited to:

11 (1) Lack of heat, of light, electricity, or of hot or cold running water, except
12 where the tenant is responsible for the payment of the utilities and the lack [thereof] OF
13 UTILITIES is the direct result of the tenant's failure to pay the charges; [or]

14 (2) Lack of adequate sewage disposal facilities; [or]

15 (3) Infestation of rodents in two or more dwelling units; [or]

16 (4) [The existence of paint containing lead pigment on surfaces within the
17 dwelling unit; or

18 (5)] The existence of any structural defect which presents a serious and
19 substantial threat to the physical safety of the occupants; or

20 [(6)] (5) The existence of any condition which presents a health or fire
21 hazard to the dwelling unit.

22 8-211.1.

23 (a) Notwithstanding any provision of law or any agreement, whether written or
24 oral, if a lessor fails to [remove any and all lead-based paint] ABATE LEAD-BASED
25 PAINT HAZARDS AS PROVIDED UNDER TITLE 6, SUBTITLE 10 OF THE ENVIRONMENT
26 ARTICLE from any interior, exterior, or other surface that is easily accessible to a child of
27 a residential premises within 20 days after notice that lead-based paint A HAZARD is
28 present on the surfaces of the residence, the lessee may deposit [his] THE LESSEE'S rent
29 in an escrow account with the clerk of the District Court for the district in which the
30 premises are located.

31 (b) The right of a lessee to deposit rent in an escrow account does not preclude
32 [him] THE LESSEE from pursuing any other right or remedy available to [him] THE
33 LESSEE at law or equity and is in addition to them.

34 (c) Money deposited in an escrow account shall be released under the following
35 terms and conditions:

36 (1) To the lessor on certification by the appropriate local health authority
37 that the premises have been inspected and that all lead-based paint [violations]
38 HAZARDS have been [corrected] ABATED; or

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1 (2) To the lessee or any other person who has [corrected] ABATED the
2 lead-based paint [violations] HAZARDS on presentation of a bill for the costs of
3 [correcting the violations] ABATING LEAD-BASED PAINT HAZARDS and a certification
4 by the appropriate local health authority that the premises have been inspected and that
5 all lead-based paint [violations] HAZARDS have been [corrected] ABATED.

6 (d) A lessee may not be evicted, the tenancy may not be terminated, and the rent
7 may not be raised for a lessee who elects to seek the remedies under this section. It shall
8 be presumed that any attempt to evict the lessee, to terminate the tenancy, or to raise the
9 rent, except for nonpayment of rent to an escrow agent, within two months after the
10 certification that violations have been [corrected] ABATED is in retaliation for lessee's
11 proceeding under this section and shall be void.

12 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
13 October 1, 1997.