
By: Senators Baker, Ferguson, Haines, Colburn, Derr, Munson, Collins, Middleton, Roesser, Boozer, McCabe, Dyson, Hogan, Hafer, Astle, and Bromwell

Introduced and read first time: January 31, 1997

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Lead Paint - Rent Escrow Law - Repeal**

3 FOR the purpose of repealing certain provisions of law authorizing a lessee to invoke
4 certain rent escrow remedies if the lessor fails to remove or eliminate lead-based
5 paint from a residential dwelling unit within a certain period of time after receiving
6 notice of the presence of lead-based paint within the residential dwelling unit; and
7 generally relating to the repeal of the rent escrow law provisions relating to
8 lead-based paint.

9 BY repealing and reenacting, without amendments,
10 Article - Real Property
11 Section 8-211(a)
12 Annotated Code of Maryland
13 (1996 Replacement Volume and 1996 Supplement)

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

19 BY repealing
20 Article - Real Property
21 Section 8-211.1
22 Annotated Code of Maryland
23 (1996 Replacement Volume and 1996 Supplement)

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

2

1 **Article - Real Property**

2 8-211.

3 (a) The purpose of this section is to provide tenants with a mechanism for
4 encouraging the repair of serious and dangerous defects which exist within or as part of
5 any residential dwelling unit, or upon the property used in common of which the dwelling
6 unit forms a part. The defects sought to be reached by this section are those which
7 present a substantial and serious threat of danger to the life, health and safety of the
8 occupants of the dwelling unit, and not those which merely impair the aesthetic value of
9 the premises, or which are, in those locations governed by such codes, housing code
10 violations of a nondangerous nature. The intent of this section is not to provide a remedy
11 for dangerous conditions in the community at large which exists apart from the leased
12 premises or the property in common of which the leased premises forms a part.

13 (e) This section provides a remedy and imposes an obligation upon landlords to
14 repair and eliminate conditions and defects which constitute, or if not promptly corrected
15 will constitute, a fire hazard or a serious and substantial threat to the life, health or safety
16 of occupants, including, but not limited to:

17 (1) Lack of heat, of light, electricity, or of hot or cold running water, except
18 where the tenant is responsible for the payment of the utilities and the lack thereof is the
19 direct result of the tenant's failure to pay the charges; or

20 (2) Lack of adequate sewage disposal facilities; or

21 (3) Infestation of rodents in two or more dwelling units; or

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

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

26 [[6]] (5) The existence of any condition which presents a health or fire
27 hazard to the dwelling unit.

28 [8-211.1.

29 (a) Notwithstanding any provision of law or any agreement, whether written or
30 oral, if a lessor fails to remove any and all lead-based paint from any interior, exterior, or
31 other surface that is easily accessible to a child of a residential premises within 20 days
32 after notice that lead-based paint is present on the surfaces of the residence, the lessee
33 may deposit his rent in an escrow account with the clerk of the District Court for the
34 district in which the premises are located.

35 (b) The right of a lessee to deposit rent in an escrow account does not preclude
36 him from pursuing any other right or remedy available to him at law or equity and is in
37 addition to them.

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

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1 (1) To the lessor on certification by the appropriate local health authority
2 that the premises have been inspected and that all lead-based paint violations have been
3 corrected; or

4 (2) To the lessee or any other person who has corrected the lead-based
5 paint violations on presentation of a bill for the costs of correcting the violations and a
6 certification by the appropriate local health authority that the premises have been
7 inspected and that all lead-based paint violations have been corrected.

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

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