

BY: Committee on Ways and Means

AMENDMENTS TO HOUSE BILL NO. 1289

(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in the sponsor line, strike "Delegate Howard" and substitute "Delegates Howard, Boston, Branch, Kirk, McIntosh, Dypski, Watson, Oaks, Krysiak, McHale, Marriott, Hammen, Fulton, C. Mitchell, E. Burns, Montague, Opara, T. Murphy, Harrison, Campbell, and Barve"; in line 4, after "tenant" insert "whose identity is known"; in line 5, after "action;" insert "requiring that a plaintiff in an action to foreclose a right of redemption send a written notice in a certain manner to each tenant of the property that is subject to the action;"; strike beginning with "requiring" in line 8 down through "possession" in line 10 and substitute "requiring that notice be provided to tenants on the status of any valid lease relevant to the subject property and the date for termination of tenancy"; and strike beginning with "or" in line 11 down through "property" in line 12 and substitute "and the validity of leases relevant to the subject property".

AMENDMENT NO. 2

On page 2, in line 37, after "PROPERTY" insert "WHOSE IDENTITY IS KNOWN".

On page 3, after line 10, insert:

"(IV) NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS SUBSECTION, THE PLAINTIFF SHALL SEND WRITTEN NOTICE OF THE PROCEEDING TO ANY TENANT OF THE SUBJECT PROPERTY, WHETHER OR NOT THE TENANT'S IDENTITY IS KNOWN:

1. BY FIRST-CLASS MAIL, POSTAGE PREPAID, BEARING A POSTMARK FROM THE UNITED STATES POSTAL SERVICE;

2. IN AN ENVELOPE PROMINENTLY MARKED ON THE OUTSIDE WITH THE FOLLOWING PHRASE "NOTICE OF ACTION TO FORECLOSE"; AND

(Over)

3. ACCOMPANIED BY A COPY OF THE COMPLAINT.”.

AMENDMENT NO. 3

On page 3, strike beginning with “IF” in line 15 down through “PROPERTY” in line 18 and substitute “EXCEPT AS PROVIDED IN SUBPARAGRAPHS (III) AND (IV) OF THIS PARAGRAPH, THE TRANSFER OF TITLE TO THE HOLDER OF THE CERTIFICATE OF SALE DOES NOT INVALIDATE THE LEASE OF THE TENANT IN POSSESSION OF THE PREMISES AT THE TIME OF THE TRANSFER.

(III) A TENANT UNDER A LEASE THAT TERMINATES WITHIN A 3-MONTH PERIOD, INCLUDING A PERIODIC WEEK-TO-WEEK AND A PERIODIC MONTH-TO-MONTH LEASE, RETAINS ALL RIGHTS UNDER THE EXISTING LEASE.

(IV) A TENANT UNDER A LEASE THAT TERMINATES WITHIN A TIME PERIOD THAT IS GREATER THAN 3 MONTHS MAY CONTINUE TO POSSESS AND USE THE SUBJECT PROPERTY UNDER WHATEVER TERMS EXISTED BEFORE THE DATE ON WHICH THE JUDGMENT OF FORECLOSURE WAS ENTERED EXCEPT THAT THE LEASE MAY TERMINATE, AT THE OPTION OF THE NEW LANDLORD, AFTER A PERIOD OF 3 MONTHS FROM THE DATE ON WHICH THE JUDGMENT OF FORECLOSURE IS ENTERED.

(V) WHEN THE HOLDER OF THE CERTIFICATE OF SALE TAKES THE SUBJECT PROPERTY, NOTICE SHALL BE PROVIDED TO ANY TENANT COVERED UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH THROUGH FIRST-CLASS MAIL THAT DESCRIBES THE LEASE TERMS APPLICABLE TO THE TENANT AND THE DATE FOR TERMINATION OF TENANCY UNDER THOSE TERMS”.

AMENDMENT NO. 4

On page 3, in line 20, strike “(A)”; in the same line, strike beginning with “EXCEPT” through “SECTION” and substitute “SUBJECT TO THE PROVISIONS OF § 14-836 OF THIS SUBTITLE”.

On pages 3 and 4, strike in their entirety the lines beginning with line 24 on page 3 through line 3 on page 4, inclusive.