

BY: Environmental Matters Committee

AMENDMENTS TO SENATE BILL NO. 372

(Third Reading File Bill)

AMENDMENT NO. 1

On page 1, in line 2, strike “Interest on”; in the same line, after “Deposits” insert “- Interest Rates”; in line 3, after the second “the” insert “annual interest”; in the same line, strike “of interest” and substitute “paid”; strike beginning with “that” in line 3 down through “change” in line 7 and substitute “under a residential lease within a certain number of days after the end of a tenancy; altering the annual interest rate paid on a security deposit under a residential lease prior to the termination of a tenancy under certain circumstances”; in line 7, after “interest” insert “rates paid”; in line 8, strike “on” and substitute “under”; and in line 11, after “8-203(e)” insert “and (h)”.

AMENDMENT NO. 2

On page 1, in line 20, strike the brackets; in the same line, strike “4” and substitute “3”; and strike beginning with “THE” in line 20 down through “TENANCY” in line 21.

On page 2, in line 1, strike the brackets; and in the same line, strike “6-MONTH”.

AMENDMENT NO. 3

On page 2, after line 7, insert:

“(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy.

(2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises.

(Over)

(ii) The notice shall specify the tenant's new address.

(iii) The landlord, within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with a statement of the costs actually incurred and shall return to the tenant the security deposit together with simple interest which has accrued in the amount of [4] 3 percent per annum, less any damages rightfully withheld.

(3) (i) If a landlord fails to send the list of damages required by paragraph (2) of this subsection, the right to withhold any part of the security deposit for damages is forfeited.

(ii) If a landlord fails to return the security deposit as required by paragraph (2) of this subsection, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(4) Except to the extent specified, this subsection may not be interpreted to alter the landlord's duties under subsections (e) and (g) of this section."