

BY: Environmental Matters Committee

AMENDMENTS TO HOUSE BILL NO. 723

(First Reading File Bill)

AMENDMENT NO. 1

In line 2, strike "Lease" and substitute "Leases -"; in line 3, strike "accrual"; in the same line, after "rate" insert "paid"; in the same line, after "a" insert "security deposit under a"; in line 4, strike "security deposit" and substitute "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 the same line, after "rates" insert "paid"; in the same line, after "on" insert "security deposits under"; in the same line, strike "lease" and substitute "leases"; in line 5, strike "security deposits"; and in line 8, after "8-203(e)" insert "and (h)".

AMENDMENT NO. 2

In line 17, strike "2" and substitute "3".

AMENDMENT NO. 3

After line 24, 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.

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

(iii) The landlord, within 45 days of receipt of such notice, shall present, by

(Over)

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."