

SB0398/768776/1

BY: Judicial Proceedings Committee

AMENDMENTS TO SENATE BILL 398
(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in the sponsor line, strike “and Pugh” and substitute “Pugh, Stone, and Raskin”; in line 2, after “Leases” insert “on Residential Property”; in lines 3, 4, 5, 8, and 11, in each instance, before “tenant” insert “leasehold”; in lines 3, 5, and 7, in each instance, strike “landlord” and substitute “ground lease holder”; in lines 3, 5, and 10, in each instance, before “ground” insert “certain”; in line 4, after “period;” insert “altering the method by which a leasehold tenant is required to give certain notices to a ground lease holder;”; in line 12, after “terms;” insert “providing for the application of the provisions of this Act;”; and in line 13, after “leases” insert “on residential property”.

AMENDMENT NO. 2

On page 2, strike in their entirety lines 5 through 15, inclusive, and substitute:

“(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) “GROUND LEASE” MEANS A RESIDENTIAL LEASE OR SUBLEASE FOR A TERM OF YEARS RENEWABLE FOREVER SUBJECT TO THE PAYMENT OF A PERIODIC GROUND RENT.

(3) (I) “GROUND LEASE HOLDER” MEANS THE HOLDER OF THE REVERSIONARY INTEREST UNDER A GROUND LEASE.

(II) “GROUND LEASE HOLDER” INCLUDES AN AGENT OF THE GROUND LEASE HOLDER.

(Over)

(4) “GROUND RENT” MEANS A RENT ISSUING OUT OF, OR COLLECTIBLE IN CONNECTION WITH, THE REVERSIONARY INTEREST UNDER A GROUND LEASE.

(5) “LEASEHOLD INTEREST” MEANS THE TENANCY IN REAL PROPERTY CREATED UNDER A GROUND LEASE.

(6) “LEASEHOLD TENANT” MEANS THE HOLDER OF THE LEASEHOLD INTEREST UNDER A GROUND LEASE.

(B) (1) THIS SECTION APPLIES TO RESIDENTIAL PROPERTY THAT WAS OR IS USED, INTENDED TO BE USED, OR AUTHORIZED TO BE USED FOR FOUR OR FEWER DWELLING UNITS.

(2) THIS SECTION DOES NOT APPLY TO PROPERTY:

(I) LEASED FOR BUSINESS, COMMERCIAL, MANUFACTURING, MERCANTILE, OR INDUSTRIAL PURPOSES, OR ANY OTHER PURPOSE THAT IS NOT PRIMARILY RESIDENTIAL;

(II) IMPROVED OR TO BE IMPROVED BY ANY APARTMENT, CONDOMINIUM, COOPERATIVE, OR OTHER BUILDING FOR MULTIFAMILY USE OF GREATER THAN FOUR DWELLING UNITS; OR

(III) LEASED FOR DWELLINGS OR MOBILE HOMES THAT ARE ERECTED OR PLACED IN A MOBILE HOME DEVELOPMENT OR MOBILE HOME PARK.”;

in lines 16, 19, and 23, strike “(B)”, “(C)”, and “(D)”, respectively, and substitute “(C)”, “(D)”, and “(E)”, respectively; in lines 16 and 17, in each instance, before “TENANT” insert “LEASEHOLD”; in lines 17, 21, and 26, in each instance, strike “LANDLORD” and substitute “GROUND LEASE HOLDER”; in line 20, strike “transferor” and substitute “LEASEHOLD TENANT”; in line 23, strike “TRANSFEROR” and substitute “LEASEHOLD TENANT”; in the same line, strike “GIVE” and substitute “SEND”; and strike beginning with “by” in line 24 down through “Service,” in line 25.

AMENDMENT NO. 3

On pages 2 and 3, strike in their entirety the lines beginning with line 28 on page 2 through line 11 on page 3 and substitute:

“(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.”

“(2) “GROUND LEASE” MEANS A RESIDENTIAL LEASE OR SUBLEASE FOR A TERM OF YEARS RENEWABLE FOREVER SUBJECT TO THE PAYMENT OF A PERIODIC GROUND RENT.”

“(3) (I) “GROUND LEASE HOLDER” MEANS THE HOLDER OF THE REVERSIONARY INTEREST UNDER A GROUND LEASE.”

“(II) “GROUND LEASE HOLDER” INCLUDES AN AGENT OF THE GROUND LEASE HOLDER.”

“(4) “GROUND RENT” MEANS A RENT ISSUING OUT OF, OR COLLECTIBLE IN CONNECTION WITH, THE REVERSIONARY INTEREST UNDER A GROUND LEASE.”

(5) “LEASEHOLD INTEREST” MEANS THE TENANCY IN REAL PROPERTY CREATED UNDER A GROUND LEASE.

(6) “LEASEHOLD TENANT” MEANS THE HOLDER OF THE LEASEHOLD INTEREST UNDER A GROUND LEASE.

(B) (1) THIS SECTION APPLIES TO RESIDENTIAL PROPERTY THAT WAS OR IS USED, INTENDED TO BE USED, OR AUTHORIZED TO BE USED FOR FOUR OR FEWER DWELLING UNITS.

(2) THIS SECTION DOES NOT APPLY TO PROPERTY:

(I) LEASED FOR BUSINESS, COMMERCIAL, MANUFACTURING, MERCANTILE, OR INDUSTRIAL PURPOSES, OR ANY OTHER PURPOSE THAT IS NOT PRIMARILY RESIDENTIAL;

(II) IMPROVED OR TO BE IMPROVED BY ANY APARTMENT, CONDOMINIUM, COOPERATIVE, OR OTHER BUILDING FOR MULTIFAMILY USE OF GREATER THAN FOUR DWELLING UNITS; OR

(III) LEASED FOR DWELLINGS OR MOBILE HOMES THAT ARE ERECTED OR PLACED IN A MOBILE HOME DEVELOPMENT OR MOBILE HOME PARK.”

On page 3, in lines 12 and 15, strike “(B)” and “(C)”, respectively, and substitute “(C)” and “(D)”, respectively; in line 13, strike “LANDLORD” and substitute “GROUND LEASE HOLDER”; and in line 14, before “TENANT” insert “LEASEHOLD”.

On page 4, in line 31, after “(a)” insert:

“(1) (I) IN THIS SUBSECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.”

(II) “GROUND LEASE” MEANS A RESIDENTIAL LEASE OR SUBLEASE FOR A TERM OF YEARS RENEWABLE FOREVER SUBJECT TO THE PAYMENT OF A PERIODIC GROUND RENT.

(III) 1. “GROUND LEASE HOLDER” MEANS THE HOLDER OF THE REVERSIONARY INTEREST UNDER A GROUND LEASE.

2. “GROUND LEASE HOLDER” INCLUDES AN AGENT OF THE GROUND LEASE HOLDER.

(IV) “GROUND RENT” MEANS A RENT ISSUING OUT OF, OR COLLECTIBLE IN CONNECTION WITH, THE REVERSIONARY INTEREST UNDER A GROUND LEASE.

(V) “LEASEHOLD INTEREST” MEANS THE TENANCY IN REAL PROPERTY CREATED UNDER A GROUND LEASE.

(VI) “LEASEHOLD TENANT” MEANS THE HOLDER OF THE LEASEHOLD INTEREST UNDER A GROUND LEASE.

(2) (I) THIS SUBSECTION APPLIES TO RESIDENTIAL PROPERTY THAT WAS OR IS USED, INTENDED TO BE USED, OR AUTHORIZED TO BE USED FOR FOUR OR FEWER DWELLING UNITS.

(II) THIS SUBSECTION DOES NOT APPLY TO PROPERTY:

1. LEASED FOR BUSINESS, COMMERCIAL, MANUFACTURING, MERCANTILE, OR INDUSTRIAL PURPOSES, OR ANY OTHER PURPOSE THAT IS NOT PRIMARILY RESIDENTIAL;

2. IMPROVED OR TO BE IMPROVED BY ANY APARTMENT, CONDOMINIUM, COOPERATIVE, OR OTHER BUILDING FOR MULTIFAMILY USE OF GREATER THAN FOUR DWELLING UNITS; OR

3. LEASED FOR DWELLINGS OR MOBILE HOMES THAT ARE ERECTED OR PLACED IN A MOBILE HOME DEVELOPMENT OR MOBILE HOME PARK.

(3)".

AMENDMENT NO. 4

On page 4, strike beginning with the comma in line 9 down through "PROPERTY" in line 13; strike beginning with "IN" in line 13 down through the second "AND" in line 14; and strike beginning with the comma in line 17 down through "COSTS" in line 18.

On page 5, strike beginning with the comma in line 28 down through "COSTS" in line 29.

On pages 5 and 6, strike beginning with "ASSOCIATED" in line 30 on page 5 down through "PROPERTY" in line 1 on page 6.

On page 6, strike beginning with "IN" in line 1 down through the second "AND" in line 2; and strike beginning with the comma in line 5 down through "COSTS" in line 6.

On page 3 in line 25, on page 4 in lines 4, 5, 8, 16, 21, 23, and 24, on page 5 in lines 17, 23, 24, and 27, and on page 6 in lines 4, 9, 11, and 12, in each instance, strike “RENT OWNER” and substitute “LEASE HOLDER”.

On page 4 in line 8, and on page 5 in line 27, in each instance, strike “IF”.

On page 4 in line 9, and on page 5 in line 28, in each instance, strike “FILES AN ACTION IN COURT” and substitute “MAY TAKE ACTION”.

On page 4 in line 20, and on page 6 in line 8, in each instance, strike “TO OFFER”.

On page 4 in line 21, and on page 6 in line 9, in each instance, strike “PURCHASE” and substitute “REDEEM, OR PURCHASE,”.

On page 4 in lines 21 and 23, and on page 6 in lines 9 and 11, in each instance, strike “RENT”.

On page 4 in line 22, and on page 6 in line 10, in each instance, after the period insert “THE REDEMPTION AMOUNT IS FIXED BY LAW BUT MAY ALSO BE NEGOTIATED WITH THE GROUND LEASE HOLDER FOR A DIFFERENT AMOUNT.”.

On page 4 in line 23, and on page 6 in line 11, in each instance, strike “PURCHASING” and substitute “REDEEMING”.

On page 4 in line 26, and on page 6 in line 14, in each instance, strike “RENT” and substitute “LEASE”.

On page 6, in line 19, strike “October” and substitute “July”.