

HOUSE BILL 825

N1, L2, L3

8lr0715

By: **Montgomery County Delegation**

Introduced and read first time: February 6, 2008

Assigned to: Environmental Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Montgomery County – Rental Housing Emergencies – Just Cause Eviction**

3 **MC 816–08**

4 FOR the purpose of authorizing Montgomery County and incorporated municipalities
5 in Montgomery County to recognize and declare a rental housing emergency;
6 providing for the duration of a rental housing emergency; requiring the county
7 and incorporated municipalities to make certain findings prior to declaring a
8 rental housing emergency under this Act; authorizing the county and
9 incorporated municipalities, upon declaring a rental housing emergency, to
10 prohibit a landlord from evicting certain tenants in the absence of just cause;
11 specifying when just cause exists for purposes of this Act; and generally relating
12 to rental housing and the eviction of residential tenants in Montgomery County.

13 BY adding to

14 Article – Real Property

15 Section 8–215

16 Annotated Code of Maryland

17 (2003 Replacement Volume and 2007 Supplement)

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

20 **Article – Real Property**

21 **8–215.**

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

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (2) **“COVERED RENTAL UNIT” MEANS A RENTAL UNIT LOCATED**
2 **WITHIN AN AREA IN WHICH A RENTAL HOUSING EMERGENCY HAS BEEN**
3 **DECLARED UNDER THIS SECTION.**

4 (3) (I) **“EVICT” MEANS TO TAKE ANY ACTION TO REMOVE A**
5 **TENANT FROM A RENTAL UNIT AND TERMINATE THE TENANCY AGAINST THE**
6 **TENANT’S WILL.**

7 (II) **“EVICT” INCLUDES THE REFUSAL BY A LANDLORD TO**
8 **RENEW A LEASE ON SUBSTANTIALLY SIMILAR TERMS.**

9 (4) (I) **“RENTAL UNIT” MEANS A RESIDENTIAL DWELLING UNIT**
10 **OFFERED FOR RENT IN MONTGOMERY COUNTY.**

11 (II) **“RENTAL UNIT” DOES NOT INCLUDE A RESIDENTIAL**
12 **DWELLING UNIT IN A PROPERTY IN WHICH THE LANDLORD OCCUPIES ANOTHER**
13 **UNIT AS THE LANDLORD’S PRIMARY RESIDENCE AND THE PROPERTY CONTAINS:**

14 1. **COMMON KITCHEN OR BATH FACILITIES**
15 **REGULARLY SHARED BY THE LANDLORD AND THE OTHER TENANTS; OR**

16 2. **NOT MORE THAN THREE DWELLING UNITS.**

17 (B) (1) **MONTGOMERY COUNTY OR AN INCORPORATED**
18 **MUNICIPALITY IN MONTGOMERY COUNTY MAY, BY LEGISLATIVE FINDING,**
19 **RECOGNIZE AND DECLARE THAT A RENTAL HOUSING EMERGENCY EXISTS IN ALL**
20 **OR PART OF ITS JURISDICTION CAUSED BY THE EVICTION OF TENANTS FROM**
21 **RESIDENTIAL RENTAL UNITS WITHOUT JUST CAUSE.**

22 (2) **A LEGISLATIVE FINDING SHALL REMAIN EFFECTIVE FOR 1**
23 **YEAR, SUBJECT TO ANY EXTENSIONS FOR ADDITIONAL 1-YEAR PERIODS.**

24 (3) **THE COUNTY OR INCORPORATED MUNICIPALITY SHALL**
25 **CONSIDER AND MAKE FINDINGS AS TO:**

26 (I) **THE PRACTICE OF EVICTING TENANTS FROM**
27 **RESIDENTIAL RENTAL UNITS IN THE JURISDICTION WITHOUT JUST CAUSE; AND**

28 (II) **THE RESULTING HARDSHIP TO AND DISPLACEMENT OF**
29 **TENANTS.**

30 (C) **ON THE FINDING AND DECLARATION OF A RENTAL HOUSING**
31 **EMERGENCY UNDER THIS SECTION, MONTGOMERY COUNTY OR AN**
32 **INCORPORATED MUNICIPALITY IN MONTGOMERY COUNTY MAY, BY THE**

1 ENACTMENT OF LAWS, ORDINANCES, OR REGULATIONS, PROHIBIT A LANDLORD
2 FROM EVICTING A TENANT OF A COVERED RENTAL UNIT IN THE ABSENCE OF
3 JUST CAUSE.

4 (D) FOR PURPOSES OF THIS SECTION, JUST CAUSE EXISTS IF:

5 (1) A TENANT FAILS TO PAY RENT WHEN DUE AND PAYABLE;

6 (2) A TENANT BREACHES THE TERMS OF THE LEASE AND THE
7 BREACH IS SUBSTANTIAL;

8 (3) A TENANT REFUSES, AFTER WRITTEN REQUEST BY THE
9 LANDLORD, TO EXECUTE AN EXTENSION OR RENEWAL OF AN EXPIRED LEASE
10 FOR A TERM OF LIKE DURATION AND ON TERMS SUBSTANTIALLY SIMILAR TO
11 THE TERMS OF THE PRIOR LEASE;

12 (4) A TENANT HAS CAUSED SUBSTANTIAL DAMAGE TO THE
13 RENTAL UNIT OR ANOTHER AREA OF THE PROPERTY AND, AFTER RECEIVING
14 NOTICE TO MAKE SATISFACTORY CORRECTION OR PAY THE REASONABLE COSTS
15 OF REPAIRING THE DAMAGE, THE TENANT FAILS TO DO SO;

16 (5) AFTER RECEIVING NOTICE TO CEASE, A TENANT CONTINUES
17 TO ENGAGE IN DISORDERLY CONDUCT SO AS TO DISTURB THE PEACE AND QUIET
18 OF OTHER TENANTS;

19 (6) A TENANT HAS ENGAGED IN ILLEGAL ACTIVITY ON THE
20 PREMISES OR ON A PUBLIC RIGHT-OF-WAY ABUTTING THE PREMISES;

21 (7) A TENANT, WITHOUT REASONABLE CAUSE, REFUSES TO
22 GRANT THE LANDLORD ACCESS TO THE RENTAL UNIT FOR THE PURPOSE OF
23 MAKING REPAIRS OR IMPROVEMENTS, INSPECTING THE UNIT, OR AS
24 OTHERWISE PERMITTED UNDER THE LEASE OR APPLICABLE LAW;

25 (8) A TENANT, WITHOUT REASONABLE CAUSE, REFUSES TO
26 PROVIDE THE LANDLORD WITH INFORMATION NEEDED BY THE LANDLORD TO
27 SATISFY THE CONDITIONS OF AN AFFORDABLE HOUSING FINANCING
28 AGREEMENT;

29 (9) A LANDLORD, IN GOOD FAITH, SEEKS TO RECOVER
30 POSSESSION OF THE RENTAL UNIT FOR THE USE OF THE LANDLORD'S SPOUSE,
31 CHILD, PARENT, OR GRANDPARENT;

32 (10) A LANDLORD, IN GOOD FAITH, SEEKS TO PERMANENTLY
33 REMOVE THE RENTAL UNIT FROM THE RENTAL MARKET; OR

1 **(11) A LANDLORD, AFTER HAVING OBTAINED ALL NECESSARY**
2 **PERMITS, SEEKS TO UNDERTAKE SUBSTANTIAL REPAIRS THAT CANNOT BE**
3 **COMPLETED WHILE THE RENTAL UNIT IS OCCUPIED AND THAT ARE NECESSARY**
4 **TO BRING THE PROPERTY INTO COMPLIANCE WITH APPLICABLE CODES AND**
5 **LAWS.**

6 **(E) A NOTICE REQUIRED TO BE GIVEN TO A TENANT UNDER**
7 **SUBSECTION (D) OF THIS SECTION SHALL BE SENT BY CERTIFIED MAIL, RETURN**
8 **RECEIPT REQUESTED.**

9 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
10 October 1, 2008.