

HOUSE BILL 830

N1, L2, L3

9lr0616

By: **Montgomery County Delegation**

Introduced and read first time: February 11, 2009

Assigned to: Environmental Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Montgomery County – Just Cause Eviction**

3 **MC 918–09**

4 FOR the purpose of authorizing Montgomery County and municipal corporations in
5 Montgomery County to recognize and declare that the eviction of tenants from
6 residential rental units without just cause is unlawful; requiring the county and
7 municipal corporations to make certain findings prior to making a certain
8 declaration under this Act; authorizing the county and municipal corporations,
9 upon making a certain declaration, to enact a local law to prohibit a landlord
10 from evicting certain tenants in the absence of just cause; specifying when just
11 cause exists for purposes of this Act; providing that a local law enacted under
12 this Act may not prohibit a landlord from adjusting rent in accordance with
13 local law; and generally relating to rental housing and the eviction of residential
14 tenants in Montgomery County.

15 BY adding to

16 Article – Real Property

17 Section 8–215

18 Annotated Code of Maryland

19 (2003 Replacement Volume and 2008 Supplement)

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

22 **Article – Real Property**

23 **8–215.**

24 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE
25 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 JUST CAUSE EVICTION LEGISLATION HAS BEEN**
3 **ENACTED 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 A MUNICIPAL CORPORATION IN**
18 **MONTGOMERY COUNTY MAY, BY LEGISLATIVE FINDING, RECOGNIZE AND**
19 **DECLARE THAT THE EVICTION OF TENANTS FROM RESIDENTIAL RENTAL UNITS**
20 **WITHOUT JUST CAUSE IS UNLAWFUL.**

21 (2) **THE COUNTY OR MUNICIPAL CORPORATION SHALL CONSIDER**
22 **AND MAKE FINDINGS AS TO:**

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

25 (II) **THE RESULTING HARDSHIP TO AND DISPLACEMENT OF**
26 **TENANTS.**

27 (C) **ON THE FINDING AND DECLARATION THAT THE EVICTION OF**
28 **TENANTS FROM RESIDENTIAL RENTAL UNITS WITHOUT JUST CAUSE IS**
29 **UNLAWFUL, MONTGOMERY COUNTY OR A MUNICIPAL CORPORATION IN**
30 **MONTGOMERY COUNTY MAY ENACT A LOCAL LAW TO PROHIBIT A LANDLORD**
31 **FROM EVICTING A TENANT OF A COVERED RENTAL UNIT IN THE ABSENCE OF**
32 **JUST CAUSE.**

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

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

3 **(2) A TENANT BREACHES THE TERMS OF THE LEASE AND THE**
4 **BREACH IS SUBSTANTIAL;**

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

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

13 **(5) AFTER RECEIVING NOTICE TO CEASE, A TENANT CONTINUES**
14 **TO ENGAGE IN DISORDERLY CONDUCT SO AS TO DISTURB THE PEACE AND QUIET**
15 **OF OTHER TENANTS;**

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

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

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

26 **(9) A LANDLORD, IN GOOD FAITH, SEEKS TO RECOVER**
27 **POSSESSION OF THE RENTAL UNIT FOR THE USE OF THE LANDLORD'S SPOUSE,**
28 **DOMESTIC PARTNER, CHILD, PARENT, OR GRANDPARENT OR THE CHILD OF THE**
29 **LANDLORD'S DOMESTIC PARTNER;**

30 **(10) A LANDLORD, IN GOOD FAITH, SEEKS TO PERMANENTLY**
31 **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 **(F) A LOCAL LAW ENACTED UNDER THIS SECTION MAY NOT PROHIBIT A**
10 **LANDLORD FROM ADJUSTING RENT IN ACCORDANCE WITH LOCAL LAW.**

11 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**
12 **October 1, 2009.**