

HOUSE BILL 1323

N1

9lr3043

By: **Delegate Holmes**

Introduced and read first time: February 18, 2009

Assigned to: Rules and Executive Nominations

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property – Mobile Home Parks – Resident and Park Owner Rights**

3 FOR the purpose of requiring a mobile home park owner to maintain security deposits
4 in certain accounts of certain financial institutions; imposing certain
5 requirements for the accounts; prohibiting security deposits under mobile home
6 park resident leases from being attached by certain creditors under certain
7 circumstances; imposing certain requirements for the return and withholding of
8 security deposits under certain circumstances; requiring certain rent escrow
9 procedures to be followed in certain actions between a mobile home park owner
10 and a resident; authorizing a court to grant certain relief to a mobile home park
11 owner if certain service was made on a resident under certain circumstances;
12 providing that acceptance of certain payments by a mobile home park owner is
13 not a waiver of certain rights; providing that when a mobile home park owner
14 consents to a certain resident remaining on the premises, the resident becomes
15 a month-to-month resident under certain circumstances; providing for the
16 distribution of certain payments under certain circumstances; establishing
17 certain procedures to be followed in wrongful detainer actions between a mobile
18 home park owner and a resident; authorizing a mobile home park owner to
19 bring an action for summary ejection against a deceased resident under
20 certain circumstances; defining a certain term; making stylistic changes; and
21 generally relating to mobile home park owners' and residents' rights.

22 BY repealing and reenacting, with amendments,
23 Article – Real Property
24 Section 8A-1001, 8A-1702, and 8A-1703
25 Annotated Code of Maryland
26 (2003 Replacement Volume and 2008 Supplement)

27 BY adding to
28 Article – Real Property
29 Section 8A-1503, 8A-1704, and 8A-1705

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Annotated Code of Maryland
2 (2003 Replacement Volume and 2008 Supplement)

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

5 **Article – Real Property**

6 8A-1001.

7 (a) (1) A park owner may not impose a security deposit in excess of the
8 equivalent of 2 months' rent, or \$50, whichever is greater. If a security deposit exceeds
9 this amount, the resident may recover up to threefold the extra money charged, plus
10 reasonable attorney's fees.

11 (2) (i) After receiving payment of the initial security deposit from
12 the resident, a park owner may not increase the security deposit.

13 (ii) If the resident was not required to pay a security deposit
14 during a prior lease or rental term, a park owner may not impose a security deposit.

15 (b) An action under this section may be brought at any time during the
16 tenancy or within 2 years after its termination.

17 (c) (1) The park owner shall give the resident a receipt for the security
18 deposit.

19 (2) The receipt may be included in a written rental agreement.

20 (3) The park owner shall be liable to the resident in the sum of \$25 if
21 the park owner fails to provide a written receipt for the security deposit.

22 (4) The receipt or rental agreement shall contain language informing
23 the resident of his rights under this section to receive from the park owner a written
24 list of all existing damages if the resident makes a written request of the park owner
25 within 15 days of the resident's occupancy.

26 (d) (1) If the park owner imposes a security deposit, on written request,
27 he promptly shall provide the resident with a written list of all existing damages. The
28 request must be made within 15 days of the resident's occupancy.

29 (2) Failure to provide the resident with this written statement renders
30 the park owner liable to the resident for threefold the amount of the security deposit.
31 The total amount of damages shall be subject to a setoff for damages and unpaid rent
32 which reasonably could be withheld under this section.

1 [(e) (1) The park owner shall maintain all security deposits in a banking
2 or savings institution in the State. This account shall be devoted exclusively to
3 security deposits and bear interest.

4 (2) A security deposit shall be deposited in the account within 30 days
5 after the park owner receives it.

6 (3) In the event of sales or transfer of any sort, including receivership
7 or bankruptcy, the security deposit is binding on the successor in interest to the
8 person to whom the deposit is given. Security deposits are free from any attachment
9 by creditors.]

10 **(E) (1) (I) THE PARK OWNER SHALL MAINTAIN ALL SECURITY**
11 **DEPOSITS IN FEDERALLY INSURED FINANCIAL INSTITUTIONS, AS DEFINED IN §**
12 **1-101 OF THE FINANCIAL INSTITUTIONS ARTICLE, THAT CONDUCT BUSINESS IN**
13 **THE STATE.**

14 **(II) SECURITY DEPOSIT ACCOUNTS SHALL:**

15 **1. BE MAINTAINED IN FINANCIAL INSTITUTION**
16 **BRANCHES THAT ARE LOCATED WITHIN THE STATE;**

17 **2. BE DEVOTED EXCLUSIVELY TO SECURITY**
18 **DEPOSITS; AND**

19 **3. BEAR INTEREST.**

20 **(III) A SECURITY DEPOSIT SHALL BE DEPOSITED IN AN**
21 **ACCOUNT WITHIN 30 DAYS AFTER THE PARK OWNER RECEIVES THE SECURITY**
22 **DEPOSIT.**

23 **(IV) THE AGGREGATE VALUE OF THE ACCOUNTS SHALL BE**
24 **SUFFICIENT IN AMOUNT TO EQUAL ALL SECURITY DEPOSITS FOR WHICH THE**
25 **PARK OWNER IS LIABLE.**

26 **(2) (I) INSTEAD OF THE ACCOUNTS DESCRIBED IN PARAGRAPH**
27 **(1) OF THIS SUBSECTION, THE PARK OWNER MAY HOLD THE SECURITY**
28 **DEPOSITS IN INSURED CERTIFICATES OF DEPOSIT AT BRANCHES OF FEDERALLY**
29 **INSURED FINANCIAL INSTITUTIONS, AS DEFINED IN § 1-101 OF THE FINANCIAL**
30 **INSTITUTIONS ARTICLE, LOCATED IN THE STATE, OR IN SECURITIES ISSUED BY**
31 **THE FEDERAL GOVERNMENT OR THE STATE.**

32 **(II) THE AGGREGATE CERTIFICATES OF DEPOSIT OR**
33 **SECURITIES SHALL BE SUFFICIENT IN AMOUNT TO EQUAL ALL SECURITY**
34 **DEPOSITS FOR WHICH THE PARK OWNER IS LIABLE.**

1 **(3) (I) IN THE EVENT OF SALE OR TRANSFER OF THE PARK**
2 **OWNER'S INTEREST IN THE LEASED PREMISES, INCLUDING RECEIVERSHIP OR**
3 **BANKRUPTCY, THE PARK OWNER OR THE PARK OWNER'S ESTATE, BUT NOT THE**
4 **MANAGING AGENT OR COURT-APPOINTED RECEIVER, SHALL REMAIN LIABLE TO**
5 **THE RESIDENT AND THE TRANSFEREE FOR MAINTENANCE OF THE SECURITY**
6 **DEPOSIT AS REQUIRED BY LAW, AND THE WITHHOLDING AND RETURN OF THE**
7 **SECURITY DEPOSIT PLUS INTEREST AS REQUIRED BY LAW, AS TO ALL OR ANY**
8 **PORTION OF THE SECURITY DEPOSIT THAT THE PARK OWNER FAILS TO DELIVER**
9 **TO THE TRANSFEREE TOGETHER WITH AN ACCOUNTING SHOWING THE AMOUNT**
10 **AND DATE OF THE ORIGINAL DEPOSIT, THE RECORDS OF THE INTEREST RATES**
11 **APPLICABLE TO THE SECURITY DEPOSIT, IF ANY, AND THE NAME AND LAST**
12 **KNOWN ADDRESS OF THE RESIDENT FROM WHOM OR ON WHOSE BEHALF THE**
13 **DEPOSIT WAS RECEIVED.**

14 **(II) A SECURITY DEPOSIT UNDER THIS SECTION MAY NOT BE**
15 **ATTACHED BY CREDITORS OF THE PARK OWNER OR OF THE RESIDENT.**

16 (4) Any successor in interest is liable to the resident for failure to
17 return the security deposit, together with interest, as provided in this section.

18 (f) (1) Within 45 days after the end of the tenancy, the park owner shall
19 return the security deposit to the resident together with simple interest which has
20 accrued in the amount of 3 percent per annum less any damages rightfully withheld.

21 (2) Interest shall accrue at 6-month intervals from the day the
22 resident gives the park owner the security deposit. Interest is not compounded.

23 (3) Interest shall be payable only on security deposits of \$50 or more.

24 (4) If the park owner, without a reasonable basis, fails to return any
25 part of the security deposit, plus accrued interest, within 45 days after the termination
26 of the tenancy, the resident has an action of up to threefold of the withheld amount,
27 plus reasonable attorney's fees.

28 (g) (1) The security deposit, or any portion of the security deposit, may be
29 withheld for unpaid rent, damage due to breach of the rental agreement, or damage to
30 the leased premises by the resident or the resident's family, agents, employees, or
31 social guests in excess of ordinary wear and tear.

32 (2) The resident has the right to be present when the park owner or
33 his agent inspects the premises in order to determine if any damage was done to the
34 premises, if the resident notifies the park owner in writing of his intention to move,
35 the date of moving and his new address. The notice to be furnished by the resident to
36 the park owner shall be mailed at least 15 days prior to the date of moving. Upon
37 receipt of the notice, the park owner shall notify the resident in writing of the time
38 and date when the premises are to be inspected. The date of inspection shall occur

1 within 5 days after the moving as designated in the resident's notice. The resident
2 shall be advised of his rights under this subsection in writing which may be included
3 in the rental agreement at the time of his payment of the security deposit. Failure by
4 the park owner to comply with this requirement forfeits the right of the park owner to
5 withhold any part of the security deposit for damages.

6 **(H) (1) IF ANY PORTION OF THE SECURITY DEPOSIT IS WITHHELD,**
7 **THE PARK OWNER SHALL PRESENT BY FIRST-CLASS MAIL DIRECTED TO THE**
8 **LAST KNOWN ADDRESS OF THE RESIDENT, WITHIN 45 DAYS AFTER THE**
9 **TERMINATION OF THE TENANCY, A WRITTEN LIST OF THE DAMAGES CLAIMED**
10 **UNDER SUBSECTION (G)(1) OF THIS SECTION TOGETHER WITH A STATEMENT OF**
11 **THE COST ACTUALLY INCURRED.**

12 **(2) IF THE PARK OWNER FAILS TO COMPLY WITH THIS**
13 **REQUIREMENT, THE PARK OWNER FORFEITS THE RIGHT TO WITHHOLD ANY**
14 **PART OF THE SECURITY DEPOSIT FOR DAMAGES.**

15 **(I) (1) THE PROVISIONS OF SUBSECTIONS (F)(1) AND (4) AND (G) OF**
16 **THIS SECTION ARE INAPPLICABLE TO A RESIDENT WHO HAS BEEN EVICTED OR**
17 **EJECTED FOR BREACH OF A CONDITION OR COVENANT OF A LEASE PRIOR TO**
18 **THE TERMINATION OF THE TENANCY OR WHO HAS ABANDONED THE PREMISES**
19 **PRIOR TO THE TERMINATION OF THE TENANCY.**

20 **(2) (I) A RESIDENT SPECIFIED IN PARAGRAPH (1) OF THIS**
21 **SUBSECTION MAY DEMAND RETURN OF THE SECURITY DEPOSIT BY GIVING**
22 **WRITTEN NOTICE BY FIRST-CLASS MAIL TO THE PARK OWNER WITHIN 45 DAYS**
23 **OF BEING EVICTED, OF BEING EJECTED, OR OF ABANDONING THE PREMISES.**

24 **(II) THE NOTICE TO THE PARK OWNER SHALL SPECIFY THE**
25 **RESIDENT'S NEW ADDRESS.**

26 **(III) THE PARK OWNER, WITHIN 45 DAYS OF RECEIPT OF THE**
27 **NOTICE, SHALL PRESENT, BY FIRST-CLASS MAIL TO THE RESIDENT, A WRITTEN**
28 **LIST OF THE DAMAGES CLAIMED UNDER SUBSECTION (G)(1) OF THIS SECTION**
29 **TOGETHER WITH A STATEMENT OF THE COSTS ACTUALLY INCURRED AND SHALL**
30 **RETURN TO THE RESIDENT THE SECURITY DEPOSIT TOGETHER WITH SIMPLE**
31 **INTEREST THAT HAS ACCRUED IN THE AMOUNT OF 3% A YEAR, LESS ANY**
32 **DAMAGES RIGHTFULLY WITHHELD.**

33 **(3) (I) IF A PARK OWNER FAILS TO SEND THE LIST OF**
34 **DAMAGES REQUIRED BY PARAGRAPH (2) OF THIS SUBSECTION, THE RIGHT TO**
35 **WITHHOLD ANY PART OF THE SECURITY DEPOSIT FOR DAMAGES IS FORFEITED.**

1 **(II) IF A PARK OWNER FAILS TO RETURN THE SECURITY**
2 **DEPOSIT AS REQUIRED BY PARAGRAPH (2) OF THIS SUBSECTION, THE RESIDENT**
3 **HAS AN ACTION OF UP TO THREEFOLD OF THE WITHHELD AMOUNT, PLUS**
4 **REASONABLE ATTORNEY'S FEES.**

5 **(4) EXCEPT TO THE EXTENT SPECIFIED, THIS SUBSECTION MAY**
6 **NOT BE INTERPRETED TO ALTER THE PARK OWNER'S DUTIES UNDER**
7 **SUBSECTIONS (F) AND (H) OF THIS SECTION.**

8 **8A-1503.**

9 **(A) (1) IN AN ACTION UNDER § 8A-1701, § 8A-1702, OR § 8A-1703**
10 **OF THIS TITLE, IN WHICH A PARTY DEMANDS A JURY TRIAL, THE DISTRICT**
11 **COURT IMMEDIATELY SHALL ENTER AN ORDER DIRECTING THE RESIDENT OR**
12 **ANYONE HOLDING UNDER THE RESIDENT TO PAY ALL RENTS AS THEY COME DUE**
13 **DURING THE PENDENCY OF THE ACTION, AS PRESCRIBED IN SUBSECTION (B) OF**
14 **THIS SECTION.**

15 **(2) THE ORDER SHALL REQUIRE THE RENT TO BE PAID AS AND**
16 **WHEN DUE UNDER THE LEASE STARTING WITH THE NEXT RENT DUE DATE**
17 **AFTER THE ACTION WAS FILED.**

18 **(B) THE DISTRICT COURT SHALL ORDER THAT THE RENTS BE PAID:**

19 **(1) INTO THE REGISTRY OF AN ESCROW ACCOUNT OF:**

20 **(I) THE CLERK OF THE CIRCUIT COURT; OR**

21 **(II) IF DIRECTED BY THE DISTRICT COURT, AN**
22 **ADMINISTRATIVE AGENCY OF THE COUNTY THAT IS EMPOWERED BY LOCAL LAW**
23 **TO HOLD RENTS IN ESCROW PENDING INVESTIGATION AND DISPOSITION OF**
24 **COMPLAINTS BY RESIDENTS; OR**

25 **(2) TO THE PARK OWNER IF BOTH THE RESIDENT AND PARK**
26 **OWNER AGREE; OR**

27 **(3) AT THE DISCRETION OF THE DISTRICT COURT.**

28 **(C) (1) IN AN ACTION UNDER § 8A-1701, § 8A-1702, OR § 8A-1703**
29 **OF THIS TITLE, IF THE RESIDENT OR ANYONE HOLDING UNDER THE RESIDENT**
30 **FAILS TO PAY RENT AS IT COMES DUE UNDER THE TERMS OF THE ORDER, THE**
31 **CIRCUIT COURT SHALL CONDUCT A HEARING WITHIN 30 DAYS ON MOTION OF**
32 **THE PARK OWNER AND CERTIFICATION OF THE CLERK, THE PARK OWNER, OR**
33 **AGENCY OF THE STATUS OF THE DELINQUENT ACCOUNT.**

1 **(2) THE DISTRICT COURT'S ESCROW ORDER AND THE CLERK'S**
2 **CERTIFICATION ARE PRESUMED TO BE VALID.**

3 **(3) THE RESIDENT MAY DISPUTE THE VALIDITY OR TERMS OF**
4 **THE DISTRICT COURT'S ESCROW ORDER OR RAISE ANY OTHER DEFENSE TO THE**
5 **RESIDENT'S ALLEGED NONCOMPLIANCE WITH THE ORDER.**

6 **(4) IF THE CIRCUIT COURT DETERMINES THAT THE FAILURE TO**
7 **PAY IS WITHOUT LEGAL JUSTIFICATION, THE COURT MAY TREAT THE**
8 **RESIDENT'S DEMAND FOR JURY TRIAL AS WAIVED, AND CAN EITHER**
9 **IMMEDIATELY CONDUCT A NONJURY TRIAL OR SET THE MATTER FOR A FUTURE**
10 **NONJURY TRIAL ON THE MERITS OF THE PARK OWNER'S CLAIM.**

11 **(D) ON FINAL DISPOSITION OF THE ACTION, THE CIRCUIT COURT SHALL**
12 **ORDER DISTRIBUTION OF THE RENT ESCROW ACCOUNT IN ACCORDANCE WITH**
13 **THE JUDGMENT. IF NO JUDGMENT IS ENTERED, THE CIRCUIT COURT SHALL**
14 **ORDER DISTRIBUTION TO THE PARTY ENTITLED TO THE RENT ESCROW**
15 **ACCOUNT AFTER A HEARING.**

16 8A-1702.

17 (a) (1) A resident under any lease or someone holding under him, who
18 shall unlawfully hold over beyond the termination of the rental agreement, shall be
19 liable to the park owner for the actual damages caused by the holding over.

20 (2) The damages awarded to a park owner against the resident or
21 someone holding under him, may not be less than the apportioned rent for the period
22 of holdover at the rate under the rental agreement.

23 (3) (I) Any action to recover damages under this section may be
24 brought by suit separate from the eviction or removal proceeding or in the same action
25 and in any court having jurisdiction over the amount in issue.

26 (II) **THE COURT ALSO MAY GIVE JUDGMENT IN FAVOR OF**
27 **THE PARK OWNER FOR THE DAMAGES DETERMINED TO BE DUE TOGETHER WITH**
28 **COSTS OF THE SUIT IF THE COURT FINDS THAT THE RESIDENT PERSONALLY WAS**
29 **SERVED WITH A SUMMONS, OR THERE WAS SUCH SERVICE OF PROCESS OR**
30 **SUBMISSION TO THE JURISDICTION OF THE COURT AS WOULD SUPPORT A**
31 **JUDGMENT IN CONTRACT OR TORT.**

32 (4) Nothing contained herein is intended to limit any other remedies
33 which a park owner may have against a holdover resident under the rental agreement
34 or under applicable law.

1 (b) (1) Where any interest in property shall be leased for any definite
2 term or at will, and the park owner shall desire to repossess the property after the
3 expiration of the term for which it was leased and shall give notice in writing 1 month
4 before the expiration of the term or determination of the will to the resident or to the
5 person actually in possession of the property to remove from the property at the end of
6 the term, and if the resident or person in actual possession shall refuse to comply, the
7 park owner may make complaint in writing to the District Court of the county where
8 the property is located. The court shall issue its summons to the resident or person in
9 possession that he appear on a day stated in the summons before the court to show
10 cause (if any he have) why restitution of the possession of the estate leased should not
11 be made to the park owner. Upon the failure of either of the parties to appear before
12 the court on the day stated in the summons, the court may continue the case to a day
13 not less than 6 nor more than 10 days after the day first stated and notify the parties
14 of the continuance.

15 (2) If upon hearing the parties, or in case the resident or person in
16 possession shall neglect to appear after the summons and continuance the court shall
17 find that the park owner had been in possession of the leased property, that the said
18 lease or estate is fully ended and expired, that due notice to quit as aforesaid had been
19 given to the resident or person in possession and that he had refused so to do, the
20 court shall thereupon give judgment for the restitution of the possession of said
21 premises and shall forthwith issue its warrant to the sheriff or a constable in the
22 respective counties commanding him forthwith to deliver to the park owner possession
23 thereof in as full and ample manner as the park owner was possessed of the same at
24 the time when the leasing was made, and shall give judgment for costs against the
25 resident or person in possession so holding over. Either party shall have the right to
26 appeal therefrom to the circuit court for the county within ten days from the judgment.
27 If the resident appeals and files with the District Court an affidavit that the appeal is
28 not taken for delay, and also a good and sufficient bond with one or more securities
29 conditioned that he will prosecute the appeal with effect and well and truly pay all
30 rent in arrears and all costs in the case before the District Court and in the appellate
31 court and all loss or damage which the park owner may suffer by reason of the
32 resident's holding over, including the value of the premises during the time he shall so
33 hold over, then the resident or person in possession of said premises may retain
34 possession thereof until the determination of said appeal. The appellate court shall,
35 upon application of either party, set a day for the hearing of the appeal, not less than 5
36 nor more than 15 days after the application, and notice for the order for a hearing
37 shall be served on the opposite party or his counsel at least 5 days before the hearing.
38 If the judgment of the District Court shall be in favor of the park owner, a warrant
39 shall be issued by the appellate court to the sheriff, who shall proceed forthwith to
40 execute the warrant.

41 (3) The provisions of this section shall apply to all cases of tenancies
42 from year to year, tenancies of the month and by the week. In case of tenancies from
43 year to year, notice in writing shall be given 3 months before the expiration of the
44 current year of the tenancy, and in monthly or weekly tenancies, a notice in writing of
45 1 month, shall be so given; and the same proceeding shall apply, so far as may be, to
46 cases of forcible entry and detainer.

1 (4) When the resident shall give notice by parole to the park owner or
2 to his agent or representatives, at least 1 month before the expiration of the lease or
3 tenancy in all cases except in cases of tenancies from year to year, and at least 3
4 months' notice in all cases of tenancy from year to year, of the intention of the tenant
5 to remove at the end of that year and to surrender possession of the property at that
6 time, and the park owner, his agent, or representative shall prove the notice from the
7 resident by competent testimony, it shall not be necessary for the park owner, his
8 agent or representative to provide a written notice to the resident, but the proof of
9 such notice from the resident as aforesaid shall entitle the park owner to recover
10 possession of the property hereunder.

11 (5) (I) **ACCEPTANCE OF ANY PAYMENT AFTER NOTICE UNDER**
12 **THIS SECTION, BUT BEFORE EVICTION, SHALL NOT OPERATE AS A WAIVER OF**
13 **ANY NOTICE TO QUIT, NOTICE OF INTENT TO VACATE, OR ANY JUDGMENT FOR**
14 **POSSESSION UNLESS THE PARTIES SPECIFICALLY OTHERWISE AGREE IN**
15 **WRITING.**

16 (II) **ANY PAYMENT ACCEPTED SHALL BE:**

17 1. **FIRST APPLIED TO THE RENT OR THE**
18 **EQUIVALENT OF RENT APPORTIONED TO THE DATE THAT THE PARK OWNER**
19 **ACTUALLY RECOVERS POSSESSION OF THE PREMISES;**

20 2. **THEN APPLIED TO COURT COSTS, INCLUDING**
21 **COURT-AWARDED DAMAGES AND LEGAL FEES; AND**

22 3. **THEN APPLIED TO ANY LOSS OF RENT CAUSED BY**
23 **THE HOLDOVER.**

24 (III) **ANY PAYMENT THAT IS ACCEPTED IN EXCESS OF THE**
25 **ITEMS LISTED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH:**

26 1. **MAY NOT BEAR INTEREST;**

27 2. **SHALL BE RETURNED TO THE RESIDENT IN THE**
28 **SAME MANNER AS SECURITY DEPOSITS AS DEFINED UNDER § 8A-1001 OF THIS**
29 **TITLE; AND**

30 3. **IS NOT SUBJECT TO THE PENALTIES OF § 8A-1001**
31 **OF THIS TITLE.**

32 (C) **UNLESS STATED OTHERWISE IN THE WRITTEN LEASE AND**
33 **INITIALED BY THE RESIDENT, WHEN A PARK OWNER CONSENTS TO A HOLDOVER**

1 **RESIDENT REMAINING ON THE PREMISES, THE HOLDOVER RESIDENT BECOMES**
2 **A PERIODIC MONTH-TO-MONTH RESIDENT.**

3 8A-1703.

4 (a) When a rental agreement provides that the park owner may repossess
5 the premises if the resident breaches the rental agreement, and the park owner has
6 given the resident 1 month's written notice that the resident is in violation of the
7 rental agreement and the park owner desires to repossess the premises, and if the
8 resident or person in actual possession refuses to comply, the park owner may make
9 complaint in writing to the District Court of the county where the premises is located.
10 The court shall summons immediately the resident or person in possession to appear
11 before the court on a day stated in the summons to show cause, if any, why restitution
12 of the possession of the leased premises should not be made to the park owner. If
13 either of the parties fails to appear before the court on the day stated in the summons,
14 the court may continue the case for not less than 6 nor more than 10 days and notify
15 the parties of the continuance.

16 (b) (1) If the court determines that the resident breached the terms of the
17 rental agreement and that the breach warrants an eviction, the court shall give
18 judgment for the restitution of the possession of the premises and issue its warrant to
19 the sheriff or a constable commanding him to deliver possession to the park owner in
20 as full and ample manner as the park owner was possessed of the same at the time
21 when the rental agreement was entered into[. The], **AND THE** court shall give
22 judgment for costs against the resident or person in possession.

23 (2) Either party may appeal to the circuit court for the county within
24 10 days from entry of the judgment **UNDER THIS SUBSECTION.**

25 (3) **[If] THE RESIDENT OR PERSON IN POSSESSION OF THE**
26 **PREMISES MAY RETAIN POSSESSION UNTIL THE DETERMINATION OF THE**
27 **APPEAL IF** the resident:

28 [(1)] (I) [files] **FILES** with the District Court an affidavit that
29 the appeal is not taken for delay;

30 [(2)] (II) [files] **FILES** sufficient bond with one or more
31 securities conditioned upon diligent prosecution of the appeal;

32 [(3)] (III) [pays] **PAYS** all rent in arrears[,] **AND** all court costs
33 in the case; and

34 [(4)] (IV) [pays] **PAYS** all losses or damages which the park
35 owner may suffer by reason of the resident's holding over[, the resident or person in
36 possession of the premises may retain possession until the determination of the
37 appeal].

1 (4) [Upon] ON application of either party, the court shall set a day for
2 the hearing of the appeal not less than 5 nor more than 15 days after the application,
3 and notice of the order for a hearing shall be served on the other party or his counsel
4 at least 5 days before the hearing.

5 (5) If the judgment of the District Court is in favor of the park owner,
6 a warrant shall be issued by the court which hears the appeal to the sheriff, who shall
7 execute the warrant.

8 (c) (1) **ACCEPTANCE OF ANY PAYMENT AFTER NOTICE BUT BEFORE**
9 **EVICITION MAY NOT OPERATE AS A WAIVER OF ANY NOTICE OF BREACH OF**
10 **LEASE OR ANY JUDGMENT FOR POSSESSION UNLESS THE PARTIES**
11 **SPECIFICALLY OTHERWISE AGREE IN WRITING.**

12 (2) **ANY PAYMENT THAT IS ACCEPTED SHALL BE:**

13 (i) **FIRST APPLIED TO THE RENT OR EQUIVALENT OF RENT**
14 **APPORTIONED TO THE DATE THAT THE PARK OWNER ACTUALLY RECOVERS**
15 **POSSESSION OF THE PREMISES;**

16 (ii) **THEN APPLIED TO COURT COSTS, INCLUDING**
17 **COURT-AWARDED DAMAGES AND LEGAL FEES; AND**

18 (iii) **THEN APPLIED TO ANY LOSS OF RENT CAUSED BY THE**
19 **BREACH OF LEASE.**

20 (3) **ANY PAYMENT THAT IS ACCEPTED IN EXCESS OF THE RENT**
21 **REFERRED TO IN PARAGRAPH (2) OF THIS SUBSECTION:**

22 (i) **MAY NOT BEAR INTEREST;**

23 (ii) **SHALL BE RETURNED TO THE RESIDENT IN THE SAME**
24 **MANNER AS SECURITY DEPOSITS AS DEFINED UNDER § 8A-1001 OF THIS TITLE:**
25 **AND**

26 (iii) **IS NOT SUBJECT TO THE PENALTIES OF § 8A-1001 OF**
27 **THIS TITLE.**

28 **8A-1704.**

29 (A) **IN THIS SUBTITLE, “WRONGFUL DETAINER” MEANS TO HOLD**
30 **POSSESSION OF A PROPERTY WITHOUT THE RIGHT OF POSSESSION.**

1 **(B) A PERSON MAY NOT HOLD POSSESSION OF PROPERTY UNLESS THE**
2 **PERSON IS ENTITLED TO POSSESSION OF THE PROPERTY UNDER THE LAW.**

3 **(C) (1) IF A PERSON OTHER THAN A RESIDENT HOLDING OVER**
4 **VIOLATES SUBSECTION (B) OF THIS SECTION, A PERSON CLAIMING POSSESSION**
5 **MAY MAKE A COMPLAINT IN WRITING TO THE DISTRICT COURT OF THE COUNTY**
6 **IN WHICH THE PROPERTY IS LOCATED.**

7 **(2) ON RECEIPT OF A COMPLAINT UNDER PARAGRAPH (1) OF**
8 **THIS SUBSECTION, THE COURT SHALL SUMMONS IMMEDIATELY THE PERSON IN**
9 **POSSESSION TO APPEAR BEFORE THE COURT ON THE DAY SPECIFIED IN THE**
10 **SUMMONS TO SHOW CAUSE, IF ANY, WHY RESTITUTION OF THE POSSESSION OF**
11 **THE PROPERTY TO THE PERSON FILING THE COMPLAINT SHOULD NOT BE MADE.**

12 **(3) IF, FOR ANY REASON, THE PERSON IN ACTUAL POSSESSION**
13 **CANNOT BE FOUND, THE PERSON AUTHORIZED TO SERVE PROCESS BY THE**
14 **MARYLAND RULES SHALL AFFIX AN ATTESTED COPY OF THIS SUMMONS**
15 **CONSPICUOUSLY ON THE PROPERTY.**

16 **(4) IF NOTICE OF THE SUMMONS IS SENT TO THE PERSON IN**
17 **POSSESSION BY FIRST-CLASS MAIL, THE AFFIXING OF THE SUMMONS IN**
18 **ACCORDANCE WITH PARAGRAPH (3) OF THIS SUBSECTION SHALL CONSTITUTE**
19 **SUFFICIENT SERVICE TO SUPPORT RESTITUTION OF POSSESSION.**

20 **(D) A COUNTERCLAIM OR CROSS-CLAIM MAY NOT BE FILED IN AN**
21 **ACTION BROUGHT UNDER THIS SECTION.**

22 **(E) (1) IF THE COURT DETERMINES THAT THE COMPLAINANT IS**
23 **LEGALLY ENTITLED TO POSSESSION, THE COURT SHALL:**

24 **(I) ORDER A JUDGMENT FOR RESTITUTION OF THE**
25 **POSSESSION OF THE PROPERTY TO THE COMPLAINANT; AND**

26 **(II) ISSUE A WARRANT TO THE SHERIFF OR CONSTABLE**
27 **COMMANDING THE SHERIFF OR CONSTABLE TO DELIVER POSSESSION OF THE**
28 **PROPERTY TO THE COMPLAINANT.**

29 **(2) THE COURT ALSO MAY ORDER A JUDGMENT IN FAVOR OF THE**
30 **COMPLAINANT FOR DAMAGES DUE TO THE WRONGFUL DETAINER AND FOR**
31 **COURT COSTS AND ATTORNEY FEES IF:**

32 **(I) THE COMPLAINANT CLAIMED DAMAGES IN THE**
33 **COMPLAINT; AND**

1 **(II) THE COURT FINDS THAT:**

2 **1. THE PERSON IN ACTUAL POSSESSION WAS**
3 **PERSONALLY SERVED WITH THE SUMMONS; OR**

4 **2. THERE WAS SERVICE OF PROCESS OR**
5 **SUBMISSION TO THE JURISDICTION OF THE COURT AS WOULD SUPPORT A**
6 **JUDGMENT IN CONTRACT OR TORT.**

7 **(3) A PERSON IN ACTUAL POSSESSION WHO IS NOT PERSONALLY**
8 **SERVED WITH A SUMMONS IS NOT SUBJECT TO THE PERSONAL JURISDICTION OF**
9 **THE DISTRICT COURT IF THE PERSON APPEARS IN RESPONSE TO THE SUMMONS**
10 **AND PRIOR TO THE TIME THAT EVIDENCE IS TAKEN BY THE COURT AND ASSERTS**
11 **THAT THE APPEARANCE IS ONLY FOR THE PURPOSE OF DEFENDING AN IN REM**
12 **ACTION.**

13 **(F) (1) NOT LATER THAN 10 DAYS FROM THE ENTRY OF THE**
14 **JUDGMENT OF THE DISTRICT COURT, EITHER PARTY MAY APPEAL TO THE**
15 **CIRCUIT COURT FOR THE COUNTY IN WHICH THE PROPERTY IS LOCATED.**

16 **(2) THE PERSON IN ACTUAL POSSESSION OF THE PROPERTY MAY**
17 **RETAIN POSSESSION UNTIL THE DETERMINATION OF THE APPEAL IF THE**
18 **PERSON:**

19 **(I) FILES WITH THE COURT AN AFFIDAVIT THAT THE**
20 **APPEAL IS NOT TAKEN FOR DELAY; AND**

21 **(II) 1. FILES SUFFICIENT BOND WITH ONE OR MORE**
22 **SECURITIES CONDITIONED ON DILIGENT PROSECUTION OF THE APPEAL; OR**

23 **2. PAYS TO THE COMPLAINANT OR INTO THE**
24 **APPELLATE COURT:**

25 **A. THE FAIR RENTAL VALUE OF THE PROPERTY FOR**
26 **THE ENTIRE PERIOD OF POSSESSION UP TO THE DATE OF JUDGMENT;**

27 **B. ALL COURT COSTS IN THE CASE;**

28 **C. ALL LOSSES OR DAMAGES OTHER THAN THE FAIR**
29 **RENTAL VALUE OF THE PROPERTY UP TO THE DAY OF JUDGMENT THAT THE**
30 **COURT DETERMINED TO BE DUE BECAUSE OF THE DETENTION OF POSSESSION;**
31 **AND**

1 **D. THE FAIR RENTAL VALUE OF THE PROPERTY**
2 **DURING THE PENDENCY OF THE APPEAL.**

3 **(3) ON APPLICATION OF EITHER PARTY, THE COURT SHALL SET A**
4 **HEARING DATE FOR THE APPEAL THAT IS NOT LESS THAN 5 DAYS BEFORE THE**
5 **HEARING.**

6 **(4) NOTICE OF THE ORDER FOR A HEARING SHALL BE SERVED ON**
7 **THE PARTIES OR THE PARTIES' COUNSELS NOT LESS THAN 5 DAYS BEFORE THE**
8 **HEARING.**

9 **(G) IF THE JUDGMENT OF THE CIRCUIT COURT IS IN FAVOR OF THE**
10 **PARK OWNER, A WARRANT SHALL BE ISSUED BY THE COURT TO THE SHERIFF**
11 **WHO SHALL PROCEED IMMEDIATELY TO EXECUTE THE WARRANT.**

12 **8A-1705.**

13 **(A) IF A RESIDENT UNDER A LEASE DIES INTESTATE AND WITHOUT**
14 **NEXT OF KIN, THE PARK OWNER MAY BRING AN ACTION FOR SUMMARY**
15 **EJECTMENT UNDER § 8A-1701 OF THIS SUBTITLE AGAINST THE RESIDENT**
16 **NAMED IN THE LEASE NOTWITHSTANDING THE RESIDENT'S DEATH.**

17 **(B) THE PARK OWNER SHALL CERTIFY TO THE COURT IN THE WRITTEN**
18 **COMPLAINT REQUIRED UNDER § 8A-1701(B) OF THIS SUBTITLE THAT, TO THE**
19 **BEST OF THE PARK OWNER'S KNOWLEDGE, THE RESIDENT IS DECEASED,**
20 **INTESTATE, AND WITHOUT NEXT OF KIN.**

21 **(C) PROPERTY OR INCOME FROM PROPERTY THAT A PARK OWNER**
22 **HOLDS FOR A DECEASED INTESTATE RESIDENT WITHOUT NEXT OF KIN SHALL BE**
23 **PRESUMED ABANDONED IN ACCORDANCE WITH TITLE 17 OF THE COMMERCIAL**
24 **LAW ARTICLE.**

25 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
26 October 1, 2009.