

HB1382/680510/1

BY: Environmental Matters Committee

AMENDMENTS TO HOUSE BILL 1382
(First Reading File Bill)

AMENDMENT NO. 1

On page 1, strike beginning with “prohibiting” in line 12 down through the first “tenant” in line 14 and substitute “providing a rebuttable presumption in a certain civil action”; strike beginning with “or” in line 19 down through “locks” in line 20; in line 21, after “to” insert “have a certain person”; and strike beginning with “prohibiting” in line 23 down through “assault;” in line 25.

On page 2, strike in their entirety lines 5 through 19, inclusive.

AMENDMENT NO. 2

On page 2, after line 27, insert:

“(B) “LEGAL OCCUPANT” MEANS AN OCCUPANT WHO RESIDES ON THE PREMISES WITH THE ACTUAL KNOWLEDGE AND PERMISSION OF THE LANDLORD.”;

in lines 28 and 30, strike “(B)” and “(C)”, respectively, and substitute “(C)” and “(F)”, respectively; after line 29, insert:

“(D) “PEACE ORDER” MEANS AN ENFORCEABLE FINAL PEACE ORDER.

“(E) “PROTECTIVE ORDER” MEANS AN ENFORCEABLE FINAL PROTECTIVE ORDER.”;

in line 31, strike “UNDER TITLE 4, SUBTITLE 5” and substitute “, AS DEFINED IN § 4-501”; and in line 32, strike “OR” and substitute “AND”.

(Over)

On page 3, in line 1, strike “(D)” and substitute “(G)”; in line 11, after the second “TENANT” insert “OR LEGAL OCCUPANT”; in lines 14 and 29, in each instance, strike “A” and substitute “IF A”; in lines 14 and 29, in each instance, strike “WHO” and substitute “OR LEGAL OCCUPANT”; in line 15, strike “WHO HAS PROVIDED” and substitute “, THE TENANT MAY PROVIDE”; strike beginning with “OF” in line 16 down through “PREMISES” in line 17 and substitute “AND, IF THE WRITTEN NOTICE IS PROVIDED, THE TENANT”; strike beginning with “PRORATED” in line 20 down through “AFTER” in line 21 and substitute “FOR THE 30 DAYS FOLLOWING”; in line 21, strike “PROVIDES” and substitute “PROVIDING”; in line 25, after “IS” insert “, AT THE LANDLORD’S OPTION AND WITH WRITTEN NOTICE TO THE TENANT,”; in line 26, strike “ALL” and substitute “:”

(1) ALL;

in line 27, after “TITLE” insert “; **OR**

(2) DEEM THE TENANT’S NOTICE OF AN INTENT TO VACATE TO HAVE BEEN RESCINDED AND THE TERMS OF THE ORIGINAL LEASE TO BE IN FULL FORCE AND EFFECT;

in line 29, after “VIOLENCE” insert “, THE TENANT”; and in line 31, after “NOTICE” insert “BY FIRST-CLASS MAIL OR HAND DELIVERY”.

On page 4, in lines 1 and 16, in each instance, after “TENANT’S” insert “OR LEGAL OCCUPANT’S”; in lines 4 and 5, strike “: (1) A” and substitute “A”; strike beginning with the semicolon in line 6 down through “TENANT” in line 11; in lines 6 and 21, in each instance, after “TENANT” insert “OR LEGAL OCCUPANT”; in line 13, strike “A” and substitute “IF A”; in the same line, strike “WHO” and substitute “OR LEGAL OCCUPANT”; in the same line, after “ASSAULT” insert “, THE TENANT”; in line 15, after “NOTICE” insert “BY FIRST-CLASS MAIL OR HAND DELIVERY”; in line

16, strike “AND NOTICE OF” and substitute “, INCLUDING”; in line 21, after “ARTICLE;” insert “OR”; in line 23, after “TENANT” insert “OR LEGAL OCCUPANT FOR WHICH THE UNDERLYING ACT WAS SEXUAL ASSAULT”; strike beginning with the semicolon in line 23 down through “TENANT” in line 28; in line 30, strike “A LANDLORD MAY NOT BRING” and substitute “THIS SECTION APPLIES TO”; in line 31, strike “LEASED”; in the same line, after “PROPERTY” insert “UNDER § 8-402.1 OF THIS TITLE”; and in the same line, after “AGAINST” insert “A TENANT OR LEGAL OCCUPANT WHO IS”.

On page 5, in line 1, strike “BASED ON” and substitute “IN WHICH THE BASIS FOR THE ALLEGED BREACH IS”; strike beginning with “A” in line 3 down through “POSSESSION” in line 5 and substitute “A TENANT IS DEEMED TO HAVE RAISED A REBUTTABLE PRESUMPTION THAT THE ALLEGED BREACH OF THE LEASE DOES NOT WARRANT AN EVICTION”; in lines 7 and 33, in each instance, after “TENANT” insert “OR LEGAL OCCUPANT”; in line 9, after “TENANT” insert “OR LEGAL OCCUPANT FOR WHICH THE UNDERLYING ACT WAS SEXUAL ASSAULT”; in line 11, after “POSSESSION” insert “OF PROPERTY UNDER § 8-402.1 OF THIS TITLE”; strike in their entirety lines 14 through 22, inclusive; and strike beginning with the second “THE” in line 27 down through “HOUSEHOLD” in line 29 and substitute “THE PROTECTIVE ORDER OR PEACE ORDER ISSUED FOR THE BENEFIT OF THE TENANT OR LEGAL OCCUPANT REQUIRES THE RESPONDENT TO REFRAIN FROM ENTERING OR TO VACATE THE RESIDENCE OF THE TENANT OR LEGAL OCCUPANT”.

On page 6, in line 2, after “TENANT” insert “OR LEGAL OCCUPANT FOR WHICH THE UNDERLYING ACT WAS SEXUAL ASSAULT”; strike beginning with “WITHIN” in line 3 down through the first “THE” in line 4 and substitute “THE”; strike beginning with “OR” in line 5 down through “LOCKS” in line 6 and substitute “BY THE CLOSE OF THE NEXT BUSINESS DAY AFTER RECEIVING A WRITTEN REQUEST UNDER SUBSECTION (A) OF THIS SECTION”; in line 8, strike “MAY” and substitute “:

(Over)

(I) MAY;

in line 9, strike “CHANGE” and substitute “HAVE”; in the same line, after “LOCKS” insert “CHANGED BY A CERTIFIED LOCKSMITH”; in line 10, after “LANDLORD” insert “;AND”

(II) SHALL GIVE A DUPLICATE KEY TO THE LANDLORD OR THE LANDLORD’S AGENT BY THE CLOSE OF THE NEXT BUSINESS DAY AFTER THE LOCK CHANGE;

in line 13, strike “IMMEDIATELY SHALL” and substitute “SHALL”; in line 14, after “TENANT” insert “WHO MADE THE REQUEST FOR THE CHANGE OF LOCKS AT A MUTUALLY AGREED TIME NOT TO EXCEED 48 HOURS FOLLOWING THE LOCK CHANGE”; in line 14, after the semicolon, insert “AND”; strike beginning with “MAY” in line 15 down through “(3)” in line 17; in line 18, strike “A LOCK” and substitute “THE LOCKS”; and in line 24, strike “WITHHOLD” and substitute “;”

(I) CHARGE THE FEE AS ADDITIONAL RENT; OR

(II) WITHHOLD”.

On pages 6 through 8, strike in their entirety the lines beginning with line 26 on page 6 through line 8 on page 8, inclusive.