

# HOUSE BILL 669

N1

0lr2299

---

By: **Delegates Weir, Boteler, McConkey, and Minnick**

Introduced and read first time: February 4, 2010

Assigned to: Environmental Matters

---

## A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant – Renter’s Insurance**

3 FOR the purpose of authorizing a landlord to require a tenant to maintain certain  
4 liability and property coverage as a condition of tenancy during the term of the  
5 lease agreement; requiring that a written lease include certain information in a  
6 certain format; authorizing the landlord to obtain the insurance policy and  
7 require the tenant to pay the premium in a certain manner; providing that the  
8 premium payment may not be considered a security deposit but, in certain  
9 circumstances, shall be payable as added rent; requiring the landlord to inform  
10 a prospective tenant that the tenant may obtain certain insurance coverage  
11 separately and that the tenant shall provide certain information to the landlord;  
12 and generally relating to renter’s insurance.

13 BY repealing and reenacting, without amendments,  
14 Article – Real Property  
15 Section 8–208(b)  
16 Annotated Code of Maryland  
17 (2003 Replacement Volume and 2009 Supplement)

18 BY repealing and reenacting, with amendments,  
19 Article – Real Property  
20 Section 8–208(c) and (h)  
21 Annotated Code of Maryland  
22 (2003 Replacement Volume and 2009 Supplement)

23 BY adding to  
24 Article – Real Property  
25 Section 8–208(h)  
26 Annotated Code of Maryland  
27 (2003 Replacement Volume and 2009 Supplement)

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



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

3 **Article – Real Property**

4 8–208.

5 (b) A landlord who rents using a written lease shall provide, upon written  
6 request from any prospective applicant for a lease, a copy of the proposed form of lease  
7 in writing, complete in every material detail, except for the date, the name and  
8 address of the tenant, the designation of the premises, and the rental rate without  
9 requiring execution of the lease or any prior deposit.

10 (c) (1) A lease shall include:

11 [(1)] (I) A statement that the premises will be made available in a  
12 condition permitting habitation, with reasonable safety, if that is the agreement, or if  
13 that is not the agreement, a statement of the agreement concerning the condition of  
14 the premises; and

15 [(2)] (II) The landlord's and the tenant's specific obligations as to  
16 heat, gas, electricity, water, and repair of the premises.

17 (2) (I) **A LEASE MAY INCLUDE A STATEMENT OF THE TENANT'S**  
18 **SPECIFIC OBLIGATION TO MAINTAIN INSURANCE COVERAGE FOR PERSONAL**  
19 **LIABILITY AND FOR THE TENANT'S PERSONAL PROPERTY IN THE DWELLING**  
20 **UNIT, AS PROVIDED UNDER SUBSECTION (H) OF THIS SECTION.**

21 (II) **THE REQUIREMENT OF SUBPARAGRAPH (I) OF THIS**  
22 **PARAGRAPH SHALL BE DISTINCTLY SET APART FROM THE OTHER PROVISIONS**  
23 **OF THE LEASE AND FOLLOWED BY A SPACE FOR A WRITTEN ACKNOWLEDGMENT**  
24 **OF THE REQUIREMENT BY THE TENANT.**

25 (H) (1) **A LANDLORD MAY REQUIRE THAT A TENANT, AS A CONDITION**  
26 **OF TENANCY, CARRY INSURANCE FOR PERSONAL LIABILITY AND FOR THE**  
27 **TENANT'S PERSONAL PROPERTY IN THE DWELLING UNIT DURING THE TERM OF**  
28 **THE RENTAL AGREEMENT.**

29 (2) (I) **THE LANDLORD MAY OBTAIN THE POLICY AND REQUIRE**  
30 **THE TENANT TO PAY THE COST OF THE PREMIUM.**

31 (II) **THE LANDLORD MAY REQUIRE THAT THE PREMIUM BE**  
32 **PAID BEFORE THE TENANCY BEGINS OR BE PAID ON A MONTHLY BASIS AS AN**  
33 **ADDITIONAL AMOUNT OF RENT TO COVER THE COSTS OF THE INSURANCE**  
34 **PREMIUM.**

1                   **(III) THE PREMIUM PAID UNDER SUBPARAGRAPH (II) OF**  
2 **THIS PARAGRAPH MAY NOT BE CONSIDERED A SECURITY DEPOSIT BUT SHALL**  
3 **BE PAYABLE BY THE TENANT AS RENT.**

4                   **(3) THE LANDLORD SHALL NOTIFY THE PROSPECTIVE TENANT, IN**  
5 **WRITING, THAT THE TENANT:**

6                   **(I) MAY OBTAIN THE INSURANCE COVERAGE REQUIRED**  
7 **UNDER THIS SUBSECTION SEPARATELY;**

8                   **(II) SHALL PROVIDE THE LANDLORD WITH WRITTEN PROOF**  
9 **OF THE COVERAGE AND PAYMENT OF THE PREMIUM; AND**

10                   **(III) SHALL MAINTAIN THE COVERAGE AT ALL TIMES DURING**  
11 **THE TERM OF THE RENTAL AGREEMENT.**

12                   **[(h)] (I)** If any word, phrase, clause, sentence, or any part or parts of this  
13 section shall be held unconstitutional by any court of competent jurisdiction such  
14 unconstitutionality shall not affect the validity of the remaining parts of this section.

15                   SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
16 October 1, 2010.