

SB0620/818677/1

BY: Judicial Proceedings Committee

AMENDMENTS TO SENATE BILL 620

(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in lines 7 and 15, in each instance, strike “in a” and substitute “as an affirmative”; in the same lines, after the second “for” insert “certain”; strike beginning with “creating” in line 8 down through “circumstances;” in line 9; in line 10, after “circumstances;” insert “altering the conditions of certain relief; altering the circumstances under which certain actions by a landlord may not be deemed to be retaliatory;”; strike beginning with “creating” in line 15 down through “circumstances;” in line 17; and in line 18, after “circumstances;” insert “altering the circumstances under which certain actions by a park owner may not be deemed to be retaliatory;”.

AMENDMENT NO. 2

On page 2, in line 11, strike “**REFUSE TO RENEW A TENANCY**” and substitute “**TERMINATE A PERIODIC TENANCY**”.

On page 4, in line 25, strike “**REFUSE TO RENEW A RENTAL AGREEMENT**” and substitute “**TERMINATE A PERIODIC TENANCY**”.

AMENDMENT NO. 3

On page 2, in line 15, strike “**MADE**” and substitute “**PROVIDED WRITTEN OR ACTUAL NOTICE OF**”; in the same line, before “**TO**” insert “**ABOUT AN ALLEGED VIOLATION OF THE LEASE, VIOLATION OF LAW, OR CONDITION ON THE LEASED PREMISES THAT IS A SUBSTANTIAL THREAT TO THE HEALTH OR SAFETY OF OCCUPANTS**”; and in lines 25 and 26, strike “is a member or organizer of” and substitute “**HAS PARTICIPATED IN**”.

(Over)

On page 4, in line 29, strike “MADE” and substitute “PROVIDED WRITTEN OR ACTUAL NOTICE OF”; and in line 30, before “TO” insert “ABOUT AN ALLEGED VIOLATION OF THE RENTAL AGREEMENT, VIOLATION OF LAW, OR CONDITION ON THE LEASED PREMISES THAT IS A SUBSTANTIAL THREAT TO THE HEALTH OR SAFETY OF OCCUPANTS”.

On page 5, in lines 7 and 8, strike “is a member or organizer of” and substitute “HAS PARTICIPATED IN”.

AMENDMENT NO. 4

On page 3, in line 2, strike the first “IN” and substitute “:

(I) IN”;

in the same line, after “POSSESSION” insert a semicolon; and in lines 2 and 3, strike “IN A CLAIM FOR DAMAGES” and substitute “**(II) AS AN AFFIRMATIVE CLAIM FOR DAMAGES RESULTING FROM A RETALIATORY ACTION OF A LANDLORD OCCURRING DURING A TENANCY**”.

On page 5, in line 13, strike the first “IN” and substitute “:

(I) IN”;

in the same line, after “POSSESSION” insert a semicolon; and in lines 13 and 14, strike “IN A CLAIM FOR DAMAGES” and substitute “**(II) AS AN AFFIRMATIVE CLAIM FOR DAMAGES RESULTING FROM A RETALIATORY ACTION OF A PARK OWNER OCCURRING DURING A TENANCY**”.

AMENDMENT NO. 5

On page 3, strike in their entirety lines 4 through 17, inclusive; in line 18, strike the first set of brackets; in the same line, strike “(D)”; and in line 27, strike the bracket.

On page 4, in line 2, strike the bracket; in lines 7 and 13, in each instance, strike the first set of brackets; and in the same lines, strike “(E)” and “(F)”, respectively.

On page 5, strike in their entirety lines 15 through 28, inclusive; in line 29, strike the first set of brackets; and in the same line, strike “(D)”.

AMENDMENT NO. 6

On page 3 in lines 21 and 26 and on page 5 in line 32, in each instance, after “DAMAGES” insert “NOT TO EXCEED THE EQUIVALENT OF 3 MONTHS’ RENT”.

AMENDMENT NO. 7

On page 3, after line 27, insert:

“(1) THE TENANT BEING CURRENT ON THE RENT DUE AND OWING TO THE LANDLORD AT THE TIME OF THE ALLEGED RETALIATORY ACTION, UNLESS THE TENANT WITHHOLDS RENT IN ACCORDANCE WITH THE LEASE, § 8–211 OF THIS SUBTITLE , OR A COMPARABLE LOCAL ORDINANCE; AND

“(2) IF THE ALLEGED RETALIATORY ACTION IS A LANDLORD’S TERMINATION OF A PERIODIC TENANCY:”;

in lines 28 and 32, strike “(1)” and “(2)”, respectively, and substitute “(I)” and “(II)”, respectively; and in line 31, strike the period and substitute “;OR”.

AMENDMENT NO. 8

On page 4, after line 6, insert:

(Over)

“(E) AN ACTION BY A LANDLORD MAY NOT BE DEEMED TO BE RETALIATORY FOR PURPOSES OF THIS SECTION IF THE ALLEGED RETALIATORY ACTION OCCURS MORE THAN 6 MONTHS AFTER A TENANT’S ACTION THAT IS PROTECTED UNDER SUBSECTION (A)(2) OF THIS SECTION.”.

On page 6, after line 4, insert:

“(D) AN ACTION BY A PARK OWNER MAY NOT BE DEEMED TO BE RETALIATORY FOR PURPOSES OF THIS SECTION IF THE ALLEGED RETALIATORY ACTION OCCURS MORE THAN 6 MONTHS AFTER A RESIDENT’S ACTION THAT IS PROTECTED UNDER SUBSECTION (A)(2) OF THIS SECTION.”.

AMENDMENT NO. 9

On page 4, in line 7, strike “NONRENEWAL” and substitute “TERMINATION”; strike beginning with “governed” in line 10 down through “month” in line 11; and strike beginning with “or” in line 11 down through “agree” in line 12 and substitute “FOR NONRETALIATORY REASONS, INCLUDING IF THE TENANT OR THE TENANT’S FAMILY OR GUESTS HAVE:

(1) DISRUPTED OR INTERFERED WITH THE QUIET ENJOYMENT OF THE PROPERTY, OTHER RESIDENTS, THE LANDLORD, OR THE LANDLORD’S STAFF;

(2) ENGAGED IN CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE INDIVIDUAL IS CONVICTED;

(3) CREATED OR CAUSED A PUBLIC NUISANCE ON THE PROPERTY;

(4) VIOLATED A PROVISION OF A LOCAL HOUSING, ZONING, OR LIVEABILITY CODE THAT, UNDER THE CODE, IS THE RESPONSIBILITY OF THE TENANT; OR

(5) BREACHED OR OTHERWISE FAILED TO COMPLY WITH THE TERMS OF THE LEASE AGREEMENT BETWEEN THE PARTIES”.

On page 6, in lines 5 and 6, strike “NONRENEWAL OF A RENTAL AGREEMENT” and substitute “**TERMINATION OF A TENANCY**”; and in line 10, after “law” insert “**FOR NONRETALIATORY REASONS, INCLUDING IF THE RESIDENT OR THE RESIDENT’S FAMILY OR GUESTS HAVE:**

(1) DISRUPTED OR INTERFERED WITH THE QUIET ENJOYMENT OF THE PROPERTY, OTHER RESIDENTS, THE PARK OWNER, OR THE PARK OWNER’S STAFF;

(2) ENGAGED IN CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE INDIVIDUAL IS CONVICTED;

(3) CREATED OR CAUSED A PUBLIC NUISANCE ON THE PROPERTY;

(4) VIOLATED A PROVISION OF A LOCAL HOUSING, ZONING, OR LIVEABILITY CODE THAT, UNDER THE CODE, IS THE RESPONSIBILITY OF THE RESIDENT; OR

(5) BREACHED OR OTHERWISE FAILED TO COMPLY WITH THE TERMS OF THE RENTAL AGREEMENT BETWEEN THE PARTIES”.