

SENATE BILL 620

N1

(1lr2070)

ENROLLED BILL

— *Judicial Proceedings/Environmental Matters* —

Introduced by **Senators Manno, Forehand, Montgomery, Pinsky, and Ramirez**

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

_____ day of _____ at _____ o'clock, _____ M.

President.

CHAPTER _____

1 AN ACT concerning

2 **Real Property – Retaliatory Actions – Landlords and Mobile Home Park**
3 **Owners**

4 FOR the purpose of altering the actions that a landlord is prohibited from taking
5 against a tenant for certain reasons; altering the reference to certain prohibited
6 actions of a landlord; authorizing a tenant to raise a retaliatory action of a
7 landlord in defense to an action for possession or ~~in a~~ as an affirmative claim for
8 certain damages; creating a certain rebuttable presumption in an action by or
9 ~~against a tenant under certain circumstances;~~ altering the judgment that a
10 court may enter against a landlord or a tenant under certain circumstances;
11 altering the conditions of certain relief; altering the circumstances under which
12 certain actions by a landlord may not be deemed to be retaliatory; altering the
13 right of a landlord or tenant to terminate or not renew a tenancy; altering the
14 actions that a mobile home park owner is prohibited from taking against a
15 resident for certain reasons; altering the reference to certain prohibited actions

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.

Italics indicate opposite chamber/conference committee amendments.



1 of a park owner; authorizing a resident to raise a retaliatory action of a park
 2 owner in defense to an action for possession or ~~in a~~ as an affirmative claim for
 3 certain damages; creating a certain rebuttable presumption in an action by or
 4 ~~against a resident under certain circumstances;~~ altering the judgment that a
 5 court may enter against a park owner under certain circumstances; altering the
 6 circumstances under which certain actions by a park owner may not be deemed
 7 to be retaliatory; altering the right of a park owner or resident to terminate or
 8 not renew a rental agreement; providing that this Act shall supersede a
 9 comparable retaliatory action ordinance enacted by a county under certain
 10 circumstances; making technical and stylistic changes; and generally relating to
 11 retaliatory actions by landlords and mobile home park owners.

12 BY repealing and reenacting, with amendments,
 13 Article – Real Property
 14 Section 8–208.1 and 8A–1301
 15 Annotated Code of Maryland
 16 (2010 Replacement Volume and 2010 Supplement)

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

19 **Article – Real Property**

20 8–208.1.

21 (a) **(1) [No] FOR ANY REASON LISTED IN PARAGRAPH (2) OF THIS**
 22 **SUBSECTION, A landlord [shall] OF ANY RESIDENTIAL PROPERTY MAY NOT:**

23 **(I) [evict] BRING OR THREATEN TO BRING AN ACTION FOR**
 24 **POSSESSION AGAINST a tenant [of any residential property or];**

25 **(II) [arbitrarily] ARBITRARILY increase the rent or decrease**
 26 **the services to which [the] A tenant has been entitled; OR**

27 **(III) ~~REFUSE TO RENEW A TENANCY~~ TERMINATE A PERIODIC**
 28 **TENANCY.**

29 **(2) A LANDLORD MAY NOT TAKE AN ACTION THAT IS LISTED**
 30 **UNDER PARAGRAPH (1) OF THIS SUBSECTION for any of the following reasons:**

31 **[(1)] (I) [Solely because] BECAUSE the tenant or the tenant’s agent**
 32 **has [filed] ~~MADE~~ PROVIDED WRITTEN OR ACTUAL NOTICE OF a good faith**
 33 **[written] complaint[, or complaints, with] ABOUT AN ALLEGED VIOLATION OF THE**
 34 **LEASE, VIOLATION OF LAW, OR CONDITION ON THE LEASED PREMISES THAT IS A**
 35 **SUBSTANTIAL THREAT TO THE HEALTH OR SAFETY OF OCCUPANTS TO:**

- 1 1. [the] **THE** landlord; or
- 2 2. [with any] **ANY** public agency [or agencies] against
- 3 the landlord;

4 [(2)] (II) [Solely because] **BECAUSE** the tenant or the tenant's agent

5 has:

- 6 1. [filed] **FILED** a lawsuit[, or lawsuits,] against the
- 7 landlord; or

8 2. **TESTIFIED OR PARTICIPATED IN A LAWSUIT**

9 **INVOLVING THE LANDLORD; OR**

10 [(3)] (III) [Solely because] **BECAUSE** the tenant ~~is a member or~~

11 ~~organizer of~~ **HAS PARTICIPATED IN** any tenants' organization.

12 (b) (1) [Evictions described in subsection (a) of this section shall be called

13 "retaliatory evictions".] **A LANDLORD'S VIOLATION OF SUBSECTION (A) OF THIS**

14 **SECTION IS A "RETALIATORY ACTION".**

15 (2) **A TENANT MAY RAISE A RETALIATORY ACTION OF A**

16 **LANDLORD IN:**

17 (1) **IN DEFENSE TO AN ACTION FOR POSSESSION; OR IN A**

18 **CLAIM FOR DAMAGES**

19 (II) **AS AN AFFIRMATIVE CLAIM FOR DAMAGES RESULTING**

20 **FROM A RETALIATORY ACTION OF A LANDLORD OCCURRING DURING A**

21 **TENANCY.**

22 (c) (1) ~~IN THIS SUBSECTION, "REBUTTABLE PRESUMPTION" MEANS~~

23 ~~THAT THE TRIER OF FACT MUST FIND THE EXISTENCE OF A FACT PRESUMED~~

24 ~~UNLESS AND UNTIL EVIDENCE IS INTRODUCED THAT WOULD SUPPORT A~~

25 ~~FINDING OF THE NONEXISTENCE OF THE FACT.~~

26 (2) **IN AN ACTION BY OR AGAINST A TENANT:**

27 (1) ~~EVIDENCE THAT THE TENANT ENGAGED IN A~~

28 ~~PROTECTED ACTIVITY DESCRIBED IN SUBSECTION (A)(2) OF THIS SECTION~~

29 ~~WITHIN 6 MONTHS BEFORE AN ALLEGED RETALIATORY ACTION OCCURRED~~

30 ~~CREATES A REBUTTABLE PRESUMPTION THAT THE LANDLORD'S CONDUCT~~

31 ~~VIOLATED SUBSECTION (A) OF THIS SECTION; AND~~

~~(H) A REBUTTABLE PRESUMPTION DOES NOT ARISE IF THE TENANT ENGAGED IN A PROTECTED ACTIVITY DESCRIBED IN SUBSECTION (A)(2) OF THIS SECTION AFTER RECEIVING NOTICE OF A PROPOSED RENT INCREASE OR DIMINUTION OF SERVICES.~~

~~[(c)] (D)~~ (1) If in any [eviction] proceeding the [judgment be] COURT FINDS in favor of the tenant [for any of the aforementioned defenses] **BECAUSE THE LANDLORD ENGAGED IN A RETALIATORY ACTION**, the court may enter judgment **AGAINST THE LANDLORD** for **DAMAGES NOT TO EXCEED THE EQUIVALENT OF 3 MONTHS' RENT**, reasonable attorney fees, and court costs [against the landlord].

(2) If in any [eviction] proceeding the court finds that a tenant's assertion of a retaliatory [eviction defense] **ACTION** was in bad faith or without substantial justification, the court may enter judgment **AGAINST THE TENANT** for **DAMAGES NOT TO EXCEED THE EQUIVALENT OF 3 MONTHS' RENT**, reasonable attorney fees, and court costs [against the tenant].

~~[(d)]~~ The relief provided under this section is conditioned upon:

(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;

~~(1)~~ **(I)** In the case of tenancies measured by a period of one month or more, the court having not entered against the tenant more than 3 judgments of possession for rent due and unpaid in the 12-month period immediately prior to the initiation of the action by the tenant or by the landlord; **OR**

~~(2)~~ **(II)** In the case of tenancies requiring the weekly payment of rent, the court having not entered against the tenant more than 5 judgments of possession for rent due and unpaid in the 12-month period immediately prior to the initiation of the action by the tenant or by the landlord, or, if the tenant has lived on the premises 6 months or less, the court having not entered against the tenant 3 judgments of possession for rent due and unpaid.}]

[(e) No eviction shall be deemed to be a "retaliatory eviction" for purposes of this section upon the expiration of a period of 6 months following the determination of the merits of the initial case by a court (or administrative agency) of competent jurisdiction.]

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

5 ~~[(f)] (F)~~ [Nothing] AS LONG AS A LANDLORD'S ~~NONRENEWAL~~
 6 ~~TERMINATION~~ OF A TENANCY IS NOT THE RESULT OF A RETALIATORY ACTION,
 7 NOTHING in this section may be interpreted to alter the landlord's or the tenant's
 8 rights to terminate or not renew a tenancy ~~governed by a written lease for a stated~~
 9 ~~term of greater than 1 month at the expiration of the term or at any other time as the~~
 10 ~~parties may specifically agree~~ FOR NONRETALIATORY REASONS, INCLUDING IF
 11 THE TENANT OR THE TENANT'S FAMILY OR GUESTS HAVE:

12 ~~(1) DISRUPTED OR INTERFERED WITH THE QUIET ENJOYMENT OF~~
 13 ~~THE PROPERTY, OTHER RESIDENTS, THE LANDLORD, OR THE LANDLORD'S~~
 14 ~~STAFF;~~

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

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

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

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

24 ~~[(g)] (F)~~ [In the event] IF any county [or Baltimore City shall have] HAS
 25 enacted OR ENACTS an ordinance comparable in subject matter to this section, [that
 26 ordinance] THIS SECTION shall supersede the provisions of [this section] THE
 27 ORDINANCE TO THE EXTENT THAT THE ORDINANCE PROVIDES LESS
 28 PROTECTION TO A TENANT.

29 8A-1301.

30 (a) (1) [A] FOR ANY REASON LISTED IN PARAGRAPH (2) OF THIS
 31 SUBSECTION, A park owner may not:

32 (I) [evict] BRING OR THREATEN TO BRING AN ACTION FOR
 33 POSSESSION AGAINST a resident [or];

1 (II) [arbitrarily] **ARBITRARILY** increase the rent or decrease
2 the services to which [the] A resident has been entitled; **OR**

3 (III) ~~REFUSE TO RENEW A RENTAL AGREEMENT~~ **TERMINATE**
4 **A PERIODIC TENANCY.**

5 (2) **A PARK OWNER MAY NOT TAKE AN ACTION THAT IS LISTED**
6 **UNDER PARAGRAPH (1) OF THIS SUBSECTION** for any of the following reasons:

7 [(1)] (I) [Solely because] **BECAUSE** the resident or [his] **THE**
8 **RESIDENT'S** agent has [filed] ~~MADE~~ **PROVIDED WRITTEN OR ACTUAL NOTICE OF** a
9 **[written] GOOD FAITH** complaint[, or complaints, with] **ABOUT AN ALLEGED**
10 **VIOLATION OF THE RENTAL AGREEMENT, VIOLATION OF LAW, OR CONDITION ON**
11 **THE LEASED PREMISES THAT IS A SUBSTANTIAL THREAT TO THE HEALTH OR**
12 **SAFETY OF OCCUPANTS TO:**

- 13 1. [the] **THE** park owner; or
14 2. [with any] **ANY** public agency [or agencies] against
15 the park owner;

16 [(2)] (II) [Solely because] **BECAUSE** the resident or [his] **THE**
17 **RESIDENT'S** agent has:

- 18 1. [filed] **FILED** a lawsuit[, or lawsuits,] against the
19 park owner; or
20 2. **TESTIFIED OR PARTICIPATED IN A LAWSUIT**
21 **INVOLVING THE PARK OWNER; OR**

22 [(3)] (III) [Solely because] **BECAUSE** the resident ~~is a member or~~
23 ~~organizer of~~ **HAS PARTICIPATED IN** any tenant's organization.

24 (b) (1) [Evictions described in subsection (a) of this section shall be called
25 retaliatory evictions.] **A PARK OWNER'S VIOLATION OF SUBSECTION (A) OF THIS**
26 **SECTION IS A "RETALIATORY ACTION".**

27 (2) **A RESIDENT MAY RAISE A RETALIATORY ACTION OF A PARK**
28 **OWNER ~~IN:~~**

29 (I) **IN DEFENSE TO AN ACTION FOR POSSESSION; OR ~~IN A~~**
30 **CLAIM FOR DAMAGES**

1 (II) AS AN AFFIRMATIVE CLAIM FOR DAMAGES RESULTING
 2 FROM A RETALIATORY ACTION OF A PARK OWNER OCCURRING DURING A
 3 TENANCY.

4 ~~(c) (1) IN THIS SUBSECTION, “REBUTTABLE PRESUMPTION” MEANS~~
 5 ~~THAT THE TRIER OF FACT MUST FIND THE EXISTENCE OF A FACT PRESUMED~~
 6 ~~UNLESS AND UNTIL EVIDENCE IS INTRODUCED THAT WOULD SUPPORT A~~
 7 ~~FINDING OF THE NONEXISTENCE OF THE FACT.~~

8 ~~(2) IN AN ACTION BY OR AGAINST A RESIDENT:~~

9 ~~(i) EVIDENCE THAT THE RESIDENT ENGAGED IN A~~
 10 ~~PROTECTED ACTIVITY DESCRIBED IN SUBSECTION (A)(2) OF THIS SECTION~~
 11 ~~WITHIN 6 MONTHS BEFORE AN ALLEGED RETALIATORY ACTION OCCURRED~~
 12 ~~CREATES A REBUTTABLE PRESUMPTION THAT THE PARK OWNER’S CONDUCT~~
 13 ~~VIOLATED SUBSECTION (A) OF THIS SECTION; AND~~

14 ~~(ii) A REBUTTABLE PRESUMPTION DOES NOT ARISE IF THE~~
 15 ~~RESIDENT ENGAGED IN A PROTECTED ACTIVITY DESCRIBED IN SUBSECTION~~
 16 ~~(A)(2) OF THIS SECTION AFTER RECEIVING NOTICE OF A PROPOSED RENT~~
 17 ~~INCREASE OR DIMINUTION OF SERVICES.~~

18 ~~{(c)} (d)~~ If in any [eviction] proceeding the [judgment is] COURT FINDS in
 19 favor of the resident [for any of the aforementioned defenses] BECAUSE THE PARK
 20 OWNER ENGAGED IN A RETALIATORY ACTION, the court may enter judgment
 21 AGAINST THE PARK OWNER for DAMAGES NOT TO EXCEED THE EQUIVALENT OF 3
 22 MONTHS’ RENT, reasonable attorney’s fees, and court costs [against the park owner].

23 [(d) An eviction may not be deemed to be a “retaliatory eviction” for purposes
 24 of this section upon the expiration of a period of 6 months following the determination
 25 of the merits of the initial case by a court or administrative agency of competent
 26 jurisdiction.]

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

31 (e) [Nothing] AS LONG AS A PARK OWNER’S ~~NONRENEWAL OF A RENTAL~~
 32 ~~AGREEMENT~~ TERMINATION OF A TENANCY IS NOT THE RESULT OF A
 33 RETALIATORY ACTION, NOTHING in this section may be interpreted to alter the park
 34 owner’s or the resident’s rights arising from breach of any provision of a rental
 35 agreement or rule, or either party’s right to terminate or not renew a rental agreement
 36 pursuant to the terms of the rental agreement or the provisions of other applicable law

1 ~~FOR NONRETALIATORY REASONS, INCLUDING IF THE RESIDENT OR THE~~
2 ~~RESIDENT'S FAMILY OR GUESTS HAVE:~~

3 ~~(1) DISRUPTED OR INTERFERED WITH THE QUIET ENJOYMENT OF~~
4 ~~THE PROPERTY, OTHER RESIDENTS, THE PARK OWNER, OR THE PARK OWNER'S~~
5 ~~STAFF;~~

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

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

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

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

15 (F) IF ANY COUNTY HAS ENACTED OR ENACTS AN ORDINANCE
16 COMPARABLE IN SUBJECT MATTER TO THIS SECTION, THIS SECTION SHALL
17 SUPERSEDE THE PROVISIONS OF THE ORDINANCE TO THE EXTENT THAT THE
18 ORDINANCE PROVIDES LESS PROTECTION TO A RESIDENT.

19 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
20 October 1, 2011.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.