

SENATE BILL 620

N1

11r2070
CF 11r1576

By: **Senators Manno, Forehand, Montgomery, Pinsky, and Ramirez**
Introduced and read first time: February 4, 2011
Assigned to: Judicial Proceedings

A BILL ENTITLED

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 claim for damages;
8 creating a certain rebuttable presumption in an action by or against a tenant
9 under certain circumstances; altering the judgment that a court may enter
10 against a landlord or a tenant under certain circumstances; altering the right of
11 a landlord or tenant to terminate or not renew a tenancy; altering the actions
12 that a mobile home park owner is prohibited from taking against a resident for
13 certain reasons; altering the reference to certain prohibited actions of a park
14 owner; authorizing a resident to raise a retaliatory action of a park owner in
15 defense to an action for possession or in a claim for damages; creating a certain
16 rebuttable presumption in an action by or against a resident under certain
17 circumstances; altering the judgment that a court may enter against a park
18 owner under certain circumstances; altering the right of a park owner or
19 resident to terminate or not renew a rental agreement; providing that this Act
20 shall supersede a comparable retaliatory action ordinance enacted by a county
21 under certain circumstances; making technical and stylistic changes; and
22 generally relating to retaliatory actions by landlords and mobile home park
23 owners.

24 BY repealing and reenacting, with amendments,
25 Article – Real Property
26 Section 8–208.1 and 8A–1301
27 Annotated Code of Maryland
28 (2010 Replacement Volume and 2010 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 8–208.1.

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

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

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

11 (III) REFUSE TO RENEW A TENANCY.

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

14 [(1)] (I) [Solely because] BECAUSE the tenant or the tenant’s agent
15 has [filed] MADE a good faith [written] complaint[, or complaints, with] TO:

16 1. [the] THE landlord; or

17 2. [with any] ANY public agency [or agencies] against
18 the landlord;

19 [(2)] (II) [Solely because] BECAUSE the tenant or the tenant’s agent
20 has:

21 1. [filed] FILED a lawsuit[, or lawsuits,] against the
22 landlord; or

23 2. TESTIFIED OR PARTICIPATED IN A LAWSUIT
24 INVOLVING THE LANDLORD; OR

25 [(3)] (III) [Solely because] BECAUSE the tenant is a member or
26 organizer of any tenants’ organization.

27 (b) (1) [Evictions described in subsection (a) of this section shall be called
28 “retaliatory evictions”.] A LANDLORD’S VIOLATION OF SUBSECTION (A) OF THIS
29 SECTION IS A “RETALIATORY ACTION”.

1 **(2) A TENANT MAY RAISE A RETALIATORY ACTION OF A**
2 **LANDLORD IN DEFENSE TO AN ACTION FOR POSSESSION OR IN A CLAIM FOR**
3 **DAMAGES.**

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 TENANT:**

9 **(I) EVIDENCE THAT THE TENANT 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 LANDLORD’S CONDUCT**
13 **VIOLATED SUBSECTION (A) OF THIS SECTION; AND**

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

18 **[(c)] (D) (1) If in any [eviction] proceeding the [judgment be] COURT**
19 **FINDS in favor of the tenant [for any of the aforementioned defenses] BECAUSE THE**
20 **LANDLORD ENGAGED IN A RETALIATORY ACTION, the court may enter judgment**
21 **AGAINST THE LANDLORD for DAMAGES, reasonable attorney fees, and court costs**
22 **[against the landlord].**

23 **(2) If in any [eviction] proceeding the court finds that a tenant’s**
24 **assertion of a retaliatory [eviction defense] ACTION was in bad faith or without**
25 **substantial justification, the court may enter judgment AGAINST THE TENANT for**
26 **DAMAGES, reasonable attorney fees, and court costs [against the tenant].**

27 **[(d) The relief provided under this section is conditioned upon:**

28 **(1) In the case of tenancies measured by a period of one month or**
29 **more, the court having not entered against the tenant more than 3 judgments of**
30 **possession for rent due and unpaid in the 12–month period immediately prior to the**
31 **initiation of the action by the tenant or by the landlord.**

32 **(2) In the case of tenancies requiring the weekly payment of rent, the**
33 **court having not entered against the tenant more than 5 judgments of possession for**
34 **rent due and unpaid in the 12–month period immediately prior to the initiation of the**
35 **action by the tenant or by the landlord, or, if the tenant has lived on the premises 6**

1 months or less, the court having not entered against the tenant 3 judgments of
2 possession for rent due and unpaid.]

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

7 [(f) (E) [Nothing] AS LONG AS A LANDLORD’S NONRENEWAL OF A
8 TENANCY IS NOT THE RESULT OF A RETALIATORY ACTION, NOTHING in this
9 section may be interpreted to alter the landlord’s or the tenant’s rights to terminate or
10 not renew a tenancy governed by a written lease for a stated term of greater than 1
11 month at the expiration of the term or at any other time as the parties may specifically
12 agree.

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

18 8A-1301.

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

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

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

25 (III) REFUSE TO RENEW A RENTAL AGREEMENT.

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

28 [(1) (I) [Solely because] BECAUSE the resident or [his] THE
29 RESIDENT’S agent has [filed] MADE a [written] GOOD FAITH complaint[, or
30 complaints, with] TO:

31 1. [the] THE park owner; or

32 2. [with any] ANY public agency [or agencies] against
33 the park owner;

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

3 1. **[filed] FILED** a lawsuit[, or lawsuits,] against the
4 park owner; or

5 2. **TESTIFIED OR PARTICIPATED IN A LAWSUIT**
6 **INVOLVING THE PARK OWNER; OR**

7 **[(3)] (III) [Solely because] BECAUSE** the resident is a member or
8 organizer of any tenant’s organization.

9 (b) **(1) [Evictions described in subsection (a) of this section shall be called**
10 **retaliatory evictions.] A PARK OWNER’S VIOLATION OF SUBSECTION (A) OF THIS**
11 **SECTION IS A “RETLIATORY ACTION”.**

12 **(2) A RESIDENT MAY RAISE A RETALIATORY ACTION OF A PARK**
13 **OWNER IN DEFENSE TO AN ACTION FOR POSSESSION OR IN A CLAIM FOR**
14 **DAMAGES.**

15 (c) **(1) IN THIS SUBSECTION, “REBUTTABLE PRESUMPTION” MEANS**
16 **THAT THE TRIER OF FACT MUST FIND THE EXISTENCE OF A FACT PRESUMED**
17 **UNLESS AND UNTIL EVIDENCE IS INTRODUCED THAT WOULD SUPPORT A**
18 **FINDING OF THE NONEXISTENCE OF THE FACT.**

19 **(2) IN AN ACTION BY OR AGAINST A RESIDENT:**

20 **(I) EVIDENCE THAT THE RESIDENT ENGAGED IN A**
21 **PROTECTED ACTIVITY DESCRIBED IN SUBSECTION (A)(2) OF THIS SECTION**
22 **WITHIN 6 MONTHS BEFORE AN ALLEGED RETALIATORY ACTION OCCURRED**
23 **CREATES A REBUTTABLE PRESUMPTION THAT THE PARK OWNER’S CONDUCT**
24 **VIOLATED SUBSECTION (A) OF THIS SECTION; AND**

25 **(II) A REBUTTABLE PRESUMPTION DOES NOT ARISE IF THE**
26 **RESIDENT ENGAGED IN A PROTECTED ACTIVITY DESCRIBED IN SUBSECTION**
27 **(A)(2) OF THIS SECTION AFTER RECEIVING NOTICE OF A PROPOSED RENT**
28 **INCREASE OR DIMINUTION OF SERVICES.**

29 **[(c)] (D) If in any [eviction] proceeding the [judgment is] COURT FINDS** in
30 favor of the resident **[for any of the aforementioned defenses] BECAUSE THE PARK**
31 **OWNER ENGAGED IN A RETALIATORY ACTION,** the court may enter judgment
32 **AGAINST THE PARK OWNER** for **DAMAGES,** reasonable attorney’s fees, and court
33 costs **[against the park owner].**

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

5 (e) **[Nothing] AS LONG AS A PARK OWNER’S NONRENEWAL OF A RENTAL**
6 **AGREEMENT IS NOT THE RESULT OF A RETALIATORY ACTION, NOTHING** in this
7 section may be interpreted to alter the park owner’s or the resident’s rights arising
8 from breach of any provision of a rental agreement or rule, or either party’s right to
9 terminate or not renew a rental agreement pursuant to the terms of the rental
10 agreement or the provisions of other applicable law.

11 **(F) IF ANY COUNTY HAS ENACTED OR ENACTS AN ORDINANCE**
12 **COMPARABLE IN SUBJECT MATTER TO THIS SECTION, THIS SECTION SHALL**
13 **SUPERSEDE THE PROVISIONS OF THE ORDINANCE TO THE EXTENT THAT THE**
14 **ORDINANCE PROVIDES LESS PROTECTION TO A RESIDENT.**

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