

Department of Legislative Services  
Maryland General Assembly  
2011 Session

FISCAL AND POLICY NOTE  
Revised

House Bill 1134  
Economic Matters

(Delegate Hucker, *et al.*)

Finance

---

Consumer Protection - Household Goods Movers - Estimates and Charges

---

This bill requires a household goods mover to provide a written estimate containing specified information to a consumer before providing household goods moving services for an intrastate move. A consumer who receives a binding estimate from a household goods mover may not be required to pay more than the stated estimated total price for the services described in the estimate. If a consumer receives a nonbinding estimate, the consumer may not be required to pay more than 125% of the estimated total price for the services described in the estimate, plus any applicable excess charges for specified additional services. A consumer may waive the right to receive a written estimate if the waiver is made voluntarily and without coercion by the household goods mover.

Violation of the bill is an unfair or deceptive trade practice under the Maryland Consumer Protection Act (MCPA), subject to MCPA's civil and criminal penalty provisions. Violation is also subject to any other civil or criminal action provided by law.

---

Fiscal Summary

**State Effect:** The bill's imposition of penalty provisions does not have a material impact on State finances or operations. If the Consumer Protection Division of the Office of the Attorney General receives fewer than 50 complaints per year stemming from the bill, the additional workload can be handled with existing resources.

**Local Effect:** The bill's imposition of penalty provisions does not have a material impact on local government finances or operations.

**Small Business Effect:** Minimal.

---

## Analysis

**Bill Summary:** “Excess charges” means an amount, in excess of the estimate provided to a consumer, that is charged for additional services provided before or during the intrastate move that are necessary due to circumstances beyond the control of the mover which could not have been reasonable anticipated.

The written estimate for intrastate household moving services must:

- separately identify each household goods moving service that the mover will provide and the price of each service;
- separately identify each fee that the consumer will or may be required to pay;
- state the estimated total price;
- state the time and method of payment for the household goods moving services; and
- indicate clearly whether the estimate is binding on the consumer and household goods mover.

**Current Law:** “Household goods moving services” means the loading, packing, moving, transporting, storing while in transit, unloading, or otherwise taking possession or control from a consumer of household goods for the purpose of moving them to another location at the direction of the consumer for a fee. Household goods moving services does not include moving household goods for disposal or destruction.

On completion of household goods moving services for an intrastate move for a consumer, a mover must provide the consumer with a written receipt stating the mover’s legal name and address and telephone number of the mover’s resident agent in the State. If the mover has no resident agent in the State, the mover must provide the address and telephone number of the mover’s principal place of business.

An unfair or deceptive trade practice under MCPA includes any false, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers. The prohibition against engaging in any unfair or deceptive trade practice encompasses the offer for or actual sale, lease, rental, loan, or bailment of any consumer goods, consumer realty, or consumer service; the extension of consumer credit; and the collection of consumer debt.

The Consumer Protection Division is responsible for enforcing MCPA and investigating the complaints of aggrieved consumers. The division may attempt to conciliate the matter, hold a public hearing, seek an injunction, or bring an action for damages. A

merchant who violates MCPA is subject to a fine of up to \$1,000 for the first violation and up to \$5,000 for each subsequent violation. In addition to any civil penalties that may be imposed, any person who violates MCPA is guilty of a misdemeanor and, on conviction, is subject to a fine of up to \$1,000 and/or imprisonment for up to one year.

**Background:** Under federal law and regulations, an interstate mover may give either a nonbinding or a binding written estimate of the cost of a move. An interstate mover may only charge for a binding estimate. Nonbinding estimates must be provided free of charge. An interstate mover may not charge more than the quoted price of a binding estimate, unless additional services are provided. If a nonbinding estimate is given, the interstate mover may not require the customer to pay more than 110% of the original estimate at the time of delivery. The customer then has at least 30 days after delivery to pay any remaining charges. The federal regulations do not apply to intrastate moves.

---

### **Additional Information**

**Prior Introductions:** Similar bills, HB 312 of 2005 and HB 1602 of 2006, required intrastate household good movers to provide written estimates but required different information to be provided in the estimate. Each bill was withdrawn after a hearing in the House Economic Matters Committee.

**Cross File:** None.

**Information Source(s):** Office of the Attorney General (Consumer Protection Division), U.S. Department of Transportation, Department of Legislative Services

**Fiscal Note History:** First Reader - March 8, 2011  
ncs/ljm Revised - House Third Reader - March 28, 2011

---

Analysis by: Michael F. Bender

Direct Inquiries to:  
(410) 946-5510  
(301) 970-5510