

Department of Legislative Services
Maryland General Assembly
2011 Session

FISCAL AND POLICY NOTE

House Bill 1047

(Delegate Glenn)

Environmental Matters

Judicial Proceedings

**Rental Housing - Tenant Victim of Domestic Violence or Sexual Assault - Lease
Payment Obligation**

This bill authorizes a tenant to terminate the tenant's *future* liability under a residential lease if the tenant provides the landlord, by first-class mail or hand delivery, with written notice of an intent to vacate the premises and documentation, as specified, of the tenant's or legal occupant's status as a victim of domestic violence or a victim of sexual assault.

The authority to terminate the future liability under a residential lease does not extend to, or in any other way impact, the future liability of a tenant who is the *respondent* in an action that results in the issuance of a final protective order or final peace order for the benefit of the victim tenant or victim legal occupant.

Fiscal Summary

State Effect: The bill does not materially affect State finances or operations.

Local Effect: The bill does not materially affect local government finances or operations.

Small Business Effect: Potential minimal revenue gain for residential landlords to the extent a respondent tenant may no longer be able to terminate a lease or tenancy in advance of its expiration.

Analysis

Current Law:

Protective Order Proceedings for Victims of Abuse

A “victim of domestic violence” is defined as a victim of domestic abuse or a person eligible for relief under provisions of the Family Law Article governing the issuance of protective orders. A “victim of sexual assault” means a person who is a victim of a sexual crime, child sexual abuse, or sexual abuse of a vulnerable adult under the Criminal Law Article. “Abuse” is defined for purposes of Title 4, Subtitle 5 of the Family Article (Domestic Violence) to mean (1) an act that causes serious bodily harm; (2) an act that places a person eligible for relief in fear of imminent serious bodily harm; (3) assault in any degree; (4) rape or sexual offense or attempted rape or sexual offense in any degree; (5) false imprisonment; or (6) stalking.

In a domestic violence proceeding, if a judge finds, by clear and convincing evidence, that abuse has occurred, or if the respondent consents to the entry of a protective order, the judge may grant a final protective order to protect any person eligible for relief from abuse. The relief that may be granted in a protective order includes ordering the respondent to vacate the home immediately and awarding temporary use and possession of the home to the person eligible for relief. The maximum duration of a final protective order is generally one year.

Peace Order Proceedings for Victims of Abuse

An individual who does not meet the requirements of a “person eligible for relief” under protective order statutes in the Family Law Article may file a petition for a peace order with the District Court or, if the clerk’s office is closed, a District Court Commissioner, that alleges the commission of specified acts against the petitioner by the respondent, if the act occurred within 30 days before the filing of the petition. The specified acts are (1) an act that causes serious bodily harm; (2) an act that places the petitioner in fear of imminent serious bodily harm; (3) assault in any degree; (4) rape or sexual offense or attempted rape or sexual offense in any degree; (5) false imprisonment; (6) harassment; (7) stalking; (8) trespass; or (9) malicious destruction of property.

If a judge finds by clear and convincing evidence that the respondent has committed, and is likely to commit in the future, one of the previously mentioned acts against the petitioner, or if the respondent consents to the entry of a peace order, the court may issue a final peace order to protect the petitioner. The order must contain only the relief that is minimally necessary to protect the petitioner. Final peace orders may direct the respondent or petitioner to participate in counseling or mediation, as well as the forms of

relief available under a temporary peace order. Relief granted in a final peace order is effective for the period stated in the order but may not exceed six months.

Rights of Petitioners as Tenants or Legal Occupants

A tenant or legal occupant (who resides on the premises with the knowledge and permission of the landlord) who is a victim of domestic violence or a victim of sexual assault may terminate a residential lease within 30 days of the tenant providing the landlord with (1) written notice by first-class mail or hand delivery of an intent to vacate the premises; and (2) notice of the individual's status as a victim of domestic violence or sexual assault. The notice requirement is satisfied by providing a copy of a protective or peace order issued for the benefit of the tenant or legal occupant. A vacating tenant is responsible for the rent for the 30-day period following the date that the notice of intent to vacate was provided to the landlord.

A landlord is prohibited from bringing an action for possession of the property against a victim because an act of domestic violence or sexual assault occurred. A tenant is deemed to have raised a rebuttable presumption that the alleged breach does not warrant an eviction if the tenant provides the court with a copy of the specified peace or protective order. If domestic violence or sexual assault is raised as a defense and the tenant does not provide a copy of the specified peace or protective order, the court, in its discretion, may enter a judgment in favor of the tenant.

A residential tenant who is a victim of domestic violence or sexual assault may request that the landlord change locks of the leased premises if the protective order or peace order issued for the benefit of the tenant or legal occupant requires the respondent to refrain from entering or to vacate the residence of the tenant or legal occupant. The landlord must change the locks by the close of the next business day upon receiving a written request to change the locks. In the event the landlord does not change the locks within that time period, the tenant may have the locks changed by a certified locksmith and must give a duplicate key to the landlord by the close of the next business day. If the landlord changes the locks, he or she may charge a fee not exceeding the reasonable cost of changing the locks. The landlord is authorized to withhold the fee from the tenant's security deposit or charge the fee as additional rent if the tenant fails to pay the fee, as specified.

Additional Information

Prior Introductions: None.

Cross File: None.

Information Source(s): Allegany, Harford, and Montgomery counties; Baltimore City; Office of the Attorney General (Consumer Protection Division); Judiciary (Administrative Office of the Courts); Department of State Police; Department of Public Safety and Correctional Services; Department of Legislative Services

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