

BY: Judicial Proceedings Committee

AMENDMENTS TO SENATE BILL 642
(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in line 2, strike “Real”; in line 3, strike “certain persons” and substitute “a party claiming the right to possession”; in line 5, strike “certain persons” and substitute “a party claiming the right to possession”; in line 7, after “circumstances;” insert “requiring a party claiming the right to possession to provide a certain notice in a certain manner under certain circumstances;”; strike beginning with “and” in line 16 down through “law” in line 17; and in line 17, after “terms;” insert “providing for the application of certain provisions of this Act; providing for the construction of certain provisions of this Act; stating the intent of the General Assembly;”.

On pages 1 and 2, strike in their entirety the lines beginning with line 24 on page 1 through line 8 on page 2, inclusive.

AMENDMENT NO. 2

On page 2, after line 14, insert:

“(2) “PARTY CLAIMING THE RIGHT TO POSSESSION” MEANS A PERSON OR SUCCESSOR TO ANY PERSON WHO:

(I) DOES NOT HAVE ACTUAL POSSESSION OF A RESIDENTIAL PROPERTY; AND

(II) HAS OR CLAIMS TO HAVE A LEGAL RIGHT TO POSSESSION OF THE RESIDENTIAL PROPERTY;

(Over)

1. BY THE TERMS OF A CONTRACT OR FORECLOSURE SALE; OR

2. UNDER A COURT ORDER, INCLUDING A COURT ORDER EXTINGUISHING A RIGHT OF REDEMPTION.”;

in line 15, strike “(2)” and substitute “(3)(I)”; in the same line, strike “A CURRENT” and substitute “AN OWNER”; strike beginning with “, MORTGAGOR” in line 16 down through “RESIDING” in line 18; in line 18, after “IN” insert “ACTUAL POSSESSION OF”; after line 18, insert:

“(II) “PROTECTED RESIDENT” INCLUDES A GRANTEE, TENANT, SUBTENANT, OR OTHER PERSON IN ACTUAL POSSESSION BY, THROUGH, OR UNDER AN OWNER OR FORMER OWNER OF RESIDENTIAL PROPERTY.

“(III) “PROTECTED RESIDENT” DOES NOT INCLUDE A TRESPASSER OR SQUATTER.”;

in line 19, strike “(3)” and substitute “(4)”; strike beginning with “OCCUPIED” in line 20 down through “FAMILIES” in line 21 and substitute “DESIGNED PRINCIPALLY AND IS INTENDED FOR HUMAN HABITATION”; and after line 21, insert:

“(5) “THREATEN TO TAKE POSSESSION” MEANS USING WORDS OR ACTIONS INTENDED TO CONVINCE A REASONABLE PERSON THAT A PARTY CLAIMING THE RIGHT TO POSSESSION INTENDS TO TAKE IMMINENT POSSESSION OF RESIDENTIAL PROPERTY IN VIOLATION OF THIS SECTION.

“(6) “WILLFUL DIMINUTION OF SERVICES” MEANS INTENTIONALLY INTERRUPTING OR CAUSING THE INTERRUPTION OF HEAT,

RUNNING WATER, HOT WATER, ELECTRICITY, OR GAS BY A PARTY CLAIMING THE RIGHT TO POSSESSION FOR THE PURPOSE OF FORCING A PROTECTED RESIDENT TO ABANDON RESIDENTIAL PROPERTY.”.

On page 3, after line 21, insert:

“(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) “THREATEN TO TAKE POSSESSION” MEANS USING WORDS OR ACTIONS INTENDED TO CONVINCING A REASONABLE PERSON THAT THE LANDLORD INTENDS TO TAKE IMMINENT POSSESSION OF THE PROPERTY IN VIOLATION OF THIS SECTION.

(3) (I) “WILLFUL DIMINUTION OF SERVICES” MEANS INTENTIONALLY INTERRUPTING OR CAUSING THE INTERRUPTION OF HEAT, RUNNING WATER, HOT WATER, ELECTRICITY, OR GAS BY THE LANDLORD FOR THE PURPOSE OF FORCING A TENANT TO ABANDON THE PROPERTY.

(II) “WILLFUL DIMINUTION OF SERVICES” DOES NOT INCLUDE A LANDLORD CHOOSING NOT TO CONTINUE TO PAY FOR UTILITY SERVICE FOR RESIDENTIAL PROPERTY AFTER A FINAL COURT ORDER AWARDING POSSESSION OF THE RESIDENTIAL PROPERTY, IF THE LANDLORD HAS PROVIDED THE TENANT REASONABLE NOTICE OF THE LANDLORD’S INTENTION AND THE OPPORTUNITY FOR THE TENANT TO OPEN AN ACCOUNT IN THE TENANT’S NAME FOR THAT SERVICE.”;

in line 22, strike “(A)” and substitute “(B)”; and strike beginning with “BY” in line 26 down through “SERVICES” in line 28.

(Over)

On page 4, in line 5, strike “(B)” and substitute “(C)”; after line 18, insert:

“(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.”

(2) “THREATEN TO TAKE POSSESSION” MEANS USING WORDS OR ACTIONS INTENDED TO CONVINCING A REASONABLE PERSON THAT THE PARK OWNER INTENDS TO TAKE IMMINENT POSSESSION OF THE LEASED PREMISES IN VIOLATION OF THIS SECTION.

(3) (I) “WILLFUL DIMINUTION OF SERVICES” MEANS INTENTIONALLY INTERRUPTING OR CAUSING THE INTERRUPTION OF HEAT, RUNNING WATER, HOT WATER, ELECTRICITY, OR GAS BY THE PARK OWNER FOR THE PURPOSE OF FORCING A RESIDENT TO ABANDON THE PROPERTY.

(II) “WILLFUL DIMINUTION OF SERVICES” DOES NOT INCLUDE A PARK OWNER CHOOSING NOT TO CONTINUE TO PAY FOR UTILITY SERVICE FOR THE LEASED PREMISES AFTER A FINAL COURT ORDER AWARDED POSSESSION OF THE LEASED PREMISES, IF THE PARK OWNER HAS PROVIDED THE RESIDENT REASONABLE NOTICE OF THE OWNER’S INTENTION AND THE OPPORTUNITY FOR THE RESIDENT TO OPEN AN ACCOUNT IN THE RESIDENT’S NAME FOR THAT SERVICE.”;

in line 19, strike “(A)” and substitute “(B)”; and strike beginning with “BY” in line 23 down through “SERVICES” in line 25.

On page 5, in line 1, strike “(B)” and substitute “(C)”.

AMENDMENT NO. 3

On page 2, strike beginning with “SECURED” in line 23 down through “FORECLOSURE” in line 26 and substitute “PARTY CLAIMING THE RIGHT TO POSSESSION”; in line 28, strike “LOCKING” and substitute “:

(I) LOCKING;

and strike beginning with “OR” in line 28 down through “SERVICES” in line 32 and substitute “OF THE RESIDENTIAL PROPERTY;

(II) ENGAGING IN WILLFUL DIMINUTION OF SERVICES TO THE PROTECTED RESIDENT; OR

(III) TAKING ANY OTHER ACTION THAT DEPRIVES THE PROTECTED RESIDENT OF ACTUAL POSSESSION”.

On pages 2 and 3, strike beginning with “A” in line 33 on page 2 down through “FORECLOSURE” in line 1 on page 3 and substitute “**(I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, A PARTY CLAIMING THE RIGHT TO POSSESSION**”.

On page 3, strike beginning with the colon in line 2 down through “IN” in line 3 and substitute “IN”; in line 4, strike “; OR” and substitute a period; strike beginning with “IF” in line 5 down through “PROPERTY” in line 6 and substitute “A PARTY CLAIMING THE RIGHT TO POSSESSION OF RESIDENTIAL PROPERTY MAY USE NONJUDICIAL SELF-HELP TO TAKE POSSESSION OF THE PROPERTY, IF THE PARTY;

1. REASONABLY BELIEVES THE PROTECTED RESIDENT HAS ABANDONED OR SURRENDERED POSSESSION OF THE PROPERTY

BASED ON A REASONABLE INQUIRY INTO THE OCCUPANCY STATUS OF THE PROPERTY;

2. PROVIDES NOTICE AS PROVIDED IN SUBSECTION (C) OF THIS SECTION; AND

3. RECEIVES NO RESPONSIVE COMMUNICATION TO THAT NOTICE WITHIN 15 DAYS AFTER THE LATER OF POSTING OR MAILING THE NOTICE AS REQUIRED BY SUBSECTION (C) OF THIS SECTION”;

and after line 6, insert:

“(C) (1) IF A PARTY CLAIMING THE RIGHT TO POSSESSION OF RESIDENTIAL PROPERTY REASONABLY BELIEVES, BASED ON A REASONABLE INQUIRY INTO THE OCCUPANCY STATUS OF THE PROPERTY, THAT ALL PROTECTED RESIDENTS HAVE ABANDONED OR SURRENDERED POSSESSION OF THE RESIDENTIAL PROPERTY, THE PARTY CLAIMING THE RIGHT TO POSSESSION MAY POST ON THE FRONT DOOR OF THE RESIDENTIAL PROPERTY AND MAIL BY FIRST-CLASS MAIL ADDRESSED TO “ALL OCCUPANTS” AT THE ADDRESS OF THE RESIDENTIAL PROPERTY A WRITTEN NOTICE IN SUBSTANTIALLY THE FOLLOWING FORM:

“IMPORTANT NOTICE ABOUT EVICTION

A PERSON WHO CLAIMS THE RIGHT TO POSSESS THIS PROPERTY BELIEVES THAT THIS PROPERTY IS ABANDONED. IF YOU ARE CURRENTLY RESIDING IN THE PROPERTY, YOU MUST IMMEDIATELY CONTACT:

NAME

ADDRESS

TELEPHONE

DATE OF THIS NOTICE

IF YOU DO NOT CONTACT THE PERSON LISTED ABOVE WITHIN 15 DAYS AFTER THE DATE OF THIS NOTICE, THE PERSON CLAIMING POSSESSION MAY CONSIDER THE PROPERTY ABANDONED AND SEEK TO SECURE THE PROPERTY, INCLUDING CHANGING THE LOCKS WITHOUT A COURT ORDER.”.

(2) THE WRITTEN NOTICE REQUIRED BY THIS SUBSECTION SHALL BE:

(I) A SEPARATE DOCUMENT; AND

(II) PRINTED IN AT LEAST 12 POINT TYPE.

(3) THE OUTSIDE OF THE ENVELOPE CONTAINING THE MAILED WRITTEN NOTICE REQUIRED BY THIS SUBSECTION SHALL STATE, ON THE ADDRESS SIDE, IN BOLD, CAPITAL LETTERS IN AT LEAST 12 POINT TYPE, THE FOLLOWING: “IMPORTANT NOTICE TO ALL OCCUPANTS: EVICTION INFORMATION ENCLOSED; OPEN IMMEDIATELY.”.

AMENDMENT NO. 4

On page 3, after line 20, insert:

(Over)

“(E) THIS SECTION DOES NOT APPLY IF THE PARTIES ARE GOVERNED BY TITLE 8, SUBTITLE 2, OR TITLE 8A OF THIS ARTICLE.”

AMENDMENT NO. 5

On page 4, after line 17, insert:

“(D) THIS SECTION MAY NOT BE CONSTRUED TO PREVENT A LANDLORD FROM TAKING TEMPORARY MEASURES, INCLUDING CHANGING THE LOCKS, TO SECURE AN UNSECURED RESIDENTIAL PROPERTY, IF THE LANDLORD MAKES GOOD FAITH ATTEMPTS TO PROVIDE REASONABLE NOTICE TO THE TENANT THAT THE TENANT MAY PROMPTLY BE RESTORED TO POSSESSION OF THE PROPERTY.”

AMENDMENT NO. 6

On page 3, in line 7, strike “(C)” and substitute “(D)”; strike beginning with “SECURED” in line 7 down through “SALE” in line 11 and substitute “PARTY CLAIMING THE RIGHT TO POSSESSION”; in line 13, after “PROPERTY” insert “, IF NO OTHER PERSON THEN RESIDES IN THE PROPERTY”; in line 14, strike “THREE TIMES ACTUAL” and substitute “ACTUAL”; in line 16, strike “(I)”; and strike in their entirety lines 18 through 20, inclusive.

On page 4, in line 6, strike “(A)” and substitute “(B)”; in line 7, after “MAY” insert “RECOVER”; strike beginning with “RECOVER” in line 8 down through “ACTUAL” in line 10 and substitute “ACTUAL”; in line 11, strike “OR THREE MONTHS’ PERIODIC RENT”; in line 12, strike “(III) RECOVER REASONABLE” and substitute “(II) REASONABLE”; in line 13, strike “(I)”; and strike in their entirety lines 15 through 17, inclusive.

On page 5, in line 2, strike “(A)” and substitute “(B)”; in line 3, after “MAY” insert “RECOVER”; strike beginning with “RECOVER” in line 4 down through “ACTUAL” in line 6 and substitute “ACTUAL”; in line 7, strike “OR THREE MONTHS’ PERIODIC RENT”; in line 8, strike “(III) RECOVER REASONABLE” and substitute “(II) REASONABLE”; in line 9, strike “(I)”; and strike in their entirety lines 11 through 13, inclusive.

AMENDMENT NO. 7

On page 5, after line 13, insert:

“SECTION 2. AND BE IT FURTHER ENACTED, That this Act is intended to supersede the ruling of the Court of Appeals of Maryland in Nickens v. Mount Vernon Realty Group, et al., 429 Md. 53 (2012) and modify any right to self-help eviction that certain persons may possess in the context of residential foreclosures, tax sale foreclosures, landlord-tenant actions, and mobile home park actions.”;

in line 14, strike “2.” and substitute “3.”; and in line 15, strike “October” and substitute “June”.