

# SENATE BILL 799

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CF 4lr2066

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By: **Senators Ramirez, Forehand, and Manno**

Introduced and read first time: January 31, 2014

Assigned to: Judicial Proceedings

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## A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant – Retaliatory Actions – Types of Prohibited Actions**

3 FOR the purpose of altering the types of actions that a landlord of residential property  
4 may not take for certain reasons under certain provisions of law concerning  
5 retaliatory actions; making clarifying changes; and generally relating to  
6 retaliatory actions of a landlord of residential property.

7 BY repealing and reenacting, with amendments,  
8 Article – Real Property  
9 Section 8–208.1  
10 Annotated Code of Maryland  
11 (2010 Replacement Volume and 2013 Supplement)

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

14 **Article – Real Property**

15 8–208.1.

16 (a) (1) For any reason listed in paragraph (2) of this subsection, a landlord  
17 of any residential property may not:

18 (i) Bring or threaten to bring an action for possession against a  
19 tenant;

20 (ii) Arbitrarily increase the rent or decrease the services to  
21 which a tenant has been entitled; [or]

22 (iii) Terminate a periodic tenancy; **OR**

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1                                   **(IV) REFUSE TO RENEW A LEASE.**

2                   (2)    A landlord may not take an action that is listed under paragraph  
3 (1) of this subsection for any of the following reasons:

4                           (i)    Because the tenant or the tenant's agent has provided  
5 written or actual notice of a good faith complaint about an alleged violation of the  
6 lease, violation of law, or condition on the leased premises that is a substantial threat  
7 to the health or safety of occupants to:

8                                   1.    The landlord; or

9                                   2.    Any public agency against the landlord;

10                           (ii)   Because the tenant or the tenant's agent has:

11                                   1.    Filed a lawsuit against the landlord; or

12                                   2.    Testified or participated in a lawsuit involving the  
13 landlord; or

14                           (iii)   Because the tenant has participated in any tenants'  
15 organization.

16                   (b)   (1)   A landlord's violation of subsection (a) of this section is a  
17 "retaliatory action".

18                           (2)    A tenant may raise a retaliatory action of a landlord:

19                                   (i)    In defense to an action for possession; or

20                                   (ii)   As an affirmative claim for damages resulting from a  
21 retaliatory action of a landlord occurring during a tenancy.

22                           (c)   (1)   If in any proceeding the court finds in favor of the tenant because  
23 the landlord engaged in a retaliatory action, the court may enter judgment against the  
24 landlord for damages not to exceed the equivalent of 3 months' rent, reasonable  
25 attorney fees, and court costs.

26                           (2)    If in any proceeding the court finds that a tenant's assertion of a  
27 retaliatory action was in bad faith or without substantial justification, the court may  
28 enter judgment against the tenant for damages not to exceed the equivalent of 3  
29 months' rent, reasonable attorney fees, and court costs.

30                           (d)    The relief provided under this section is conditioned upon:

1           (1)     The tenant being current on the rent due and owing to the landlord  
2 at the time of the alleged retaliatory action, unless the tenant withholds rent in  
3 accordance with the lease, § 8–211 of this subtitle, or a comparable local ordinance;  
4 and

5           (2)     If the alleged retaliatory action is a landlord’s termination of a  
6 periodic tenancy:

7                   (i)     In the case of tenancies measured by a period of one month  
8 or more, the court having not entered against the tenant more than 3 judgments of  
9 possession for rent due and unpaid in the 12–month period immediately prior to the  
10 initiation of the action by the tenant or by the landlord; or

11                   (ii)    In the case of tenancies requiring the weekly payment of  
12 rent, the court having not entered against the tenant more than 5 judgments of  
13 possession for rent due and unpaid in the 12–month period immediately prior to the  
14 initiation of the action by the tenant or by the landlord, or, if the tenant has lived on  
15 the premises 6 months or less, the court having not entered against the tenant 3  
16 judgments of possession for rent due and unpaid.

17           (e)     An action by a landlord may not be deemed to be retaliatory for purposes  
18 of this section if the alleged retaliatory action occurs more than 6 months after a  
19 tenant’s action that is protected under subsection (a)(2) of this section.

20           (f)     As long as a landlord’s termination **OR NONRENEWAL** of a tenancy is not  
21 [the result of] a retaliatory action, nothing in this section may be interpreted to alter  
22 the landlord’s or the tenant’s rights to terminate or not renew a tenancy.

23           (g)     If any county has enacted or enacts an ordinance comparable in subject  
24 matter to this section, this section shall supersede the provisions of the ordinance to  
25 the extent that the ordinance provides less protection to a tenant.

26           SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
27 October 1, 2014.