

HOUSE BILL 824

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HB 843/14 – ENV

5lr0332

By: **Delegates Hixson, Cullison, Hornberger, Moon, Platt, Smith, Tarlau, and Turner**

Introduced and read first time: February 13, 2015

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property – Landlord and Tenant – Residential Leases and Just Cause**
3 **Evictions**

4 FOR the purpose of prohibiting a landlord from using a lease containing a provision that
5 requires a tenant to carry renter's insurance naming the landlord as beneficiary;
6 prohibiting a certain landlord from evicting a tenant in the absence of just cause;
7 providing for the application of this Act; defining certain terms; and generally
8 relating to residential leases.

9 BY repealing and reenacting, without amendments,
10 Article – Real Property
11 Section 8–201
12 Annotated Code of Maryland
13 (2010 Replacement Volume and 2014 Supplement)

14 BY repealing and reenacting, with amendments,
15 Article – Real Property
16 Section 8–208(d)
17 Annotated Code of Maryland
18 (2010 Replacement Volume and 2014 Supplement)

19 BY adding to
20 Article – Real Property
21 Section 8–217
22 Annotated Code of Maryland
23 (2010 Replacement Volume and 2014 Supplement)

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

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 **Article – Real Property**

2 8–201.

3 (a) This subtitle is applicable only to residential leases unless otherwise provided.

4 (b) This subtitle does not apply to a tenancy arising after the sale of
5 owner-occupied residential property where the seller and purchaser agree that the seller
6 may remain in possession of the property for a period of not more than 60 days after the
7 settlement.

8 8–208.

9 (d) A landlord may not use a lease or form of lease containing any provision that:

10 (1) Has the tenant authorize any person to confess judgment on a claim
11 arising out of the lease;12 (2) Has the tenant agree to waive or to forego any right or remedy provided
13 by applicable law;14 (3) (i) Provides for a penalty for the late payment of rent in excess of
15 5% of the amount of rent due for the rental period for which the payment was delinquent;
16 or17 (ii) In the case of leases under which the rent is paid in weekly rental
18 installments, provides for a late penalty of more than \$3 per week or a total of no more than
19 \$12 per month;

20 (4) Has the tenant waive the right to a jury trial;

21 (5) Has the tenant agree to a period required for landlord's notice to quit
22 which is less than that provided by applicable law; provided, however, that neither party is
23 prohibited from agreeing to a longer notice period than that required by applicable law;24 (6) Authorizes the landlord to take possession of the leased premises, or
25 the tenant's personal property unless the lease has been terminated by action of the parties
26 or by operation of law, and the personal property has been abandoned by the tenant without
27 the benefit of formal legal process;28 (7) Is against public policy and void pursuant to § 8–105 of this title; **[or]**29 (8) Permits a landlord to commence an eviction proceeding or issue a notice
30 to quit solely as retaliation against any tenant for planning, organizing, or joining a tenant
31 organization with the purpose of negotiating collectively with the landlord; **OR**

1 **(9) REQUIRES A TENANT TO CARRY RENTER'S INSURANCE NAMING**
2 **THE LANDLORD AS BENEFICIARY.**

3 **8-217.**

4 **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**
5 **INDICATED.**

6 **(2) (I) "EVICT" MEANS TO TAKE ANY ACTION TO REMOVE A TENANT**
7 **FROM A RENTAL UNIT AND TERMINATE THE TENANCY AGAINST THE TENANT'S WILL.**

8 **(II) "EVICT" INCLUDES THE REFUSAL BY A LANDLORD TO**
9 **RENEW A LEASE ON SUBSTANTIALLY SIMILAR TERMS.**

10 **(3) "UNIT" MEANS AN APARTMENT, A TOWN HOUSE, A HOUSE, A**
11 **MOBILE HOME, OR A MOBILE HOME LOT.**

12 **(B) A LANDLORD RENTING FOUR OR MORE RESIDENTIAL UNITS MAY NOT**
13 **EVICT A TENANT IN THE ABSENCE OF JUST CAUSE.**

14 **(C) FOR PURPOSES OF THIS SECTION, JUST CAUSE EXISTS IF:**

15 **(1) A TENANT FAILS TO PAY RENT WHEN DUE AND PAYABLE;**

16 **(2) A TENANT BREACHES THE TERMS OF THE LEASE AND THE BREACH**
17 **IS SUBSTANTIAL;**

18 **(3) A TENANT REFUSES, AFTER WRITTEN REQUEST BY THE**
19 **LANDLORD, TO EXECUTE AN EXTENSION OR A RENEWAL OF AN EXPIRED LEASE FOR**
20 **A TERM OF LIKE DURATION AND ON TERMS SUBSTANTIALLY SIMILAR TO THE TERMS**
21 **OF THE PRIOR LEASE;**

22 **(4) A TENANT HAS CAUSED SUBSTANTIAL DAMAGE TO THE UNIT OR**
23 **ANOTHER AREA OF THE PROPERTY AND, AFTER RECEIVING NOTICE TO MAKE**
24 **SATISFACTORY CORRECTION OR PAY THE REASONABLE COSTS OF REPAIRING THE**
25 **DAMAGE, THE TENANT FAILS TO DO SO;**

26 **(5) AFTER RECEIVING NOTICE TO CEASE, A TENANT CONTINUES TO**
27 **ENGAGE IN DISORDERLY CONDUCT SO AS TO DISTURB THE PEACE AND QUIET OF**
28 **OTHER TENANTS;**

29 **(6) A TENANT HAS ENGAGED IN ILLEGAL ACTIVITY ON THE PREMISES**
30 **OR ON A PUBLIC RIGHT-OF-WAY ABUTTING THE PREMISES;**

1 **(7) A TENANT, WITHOUT REASONABLE CAUSE, REFUSES TO GRANT**
2 **THE LANDLORD ACCESS TO THE UNIT FOR THE PURPOSE OF MAKING REPAIRS OR**
3 **IMPROVEMENTS OR INSPECTING THE UNIT, OR AS OTHERWISE AUTHORIZED UNDER**
4 **THE LEASE OR APPLICABLE LAW;**

5 **(8) A TENANT, WITHOUT REASONABLE CAUSE, REFUSES TO PROVIDE**
6 **THE LANDLORD WITH INFORMATION NEEDED BY THE LANDLORD TO SATISFY THE**
7 **CONDITIONS OF AN AFFORDABLE HOUSING FINANCING AGREEMENT;**

8 **(9) A LANDLORD, IN GOOD FAITH, SEEKS TO RECOVER POSSESSION**
9 **OF THE UNIT FOR THE USE OF THE LANDLORD'S SPOUSE, CHILD, PARENT, OR**
10 **GRANDPARENT;**

11 **(10) A LANDLORD, IN GOOD FAITH, SEEKS TO PERMANENTLY REMOVE**
12 **THE UNIT FROM THE RENTAL MARKET; OR**

13 **(11) A LANDLORD, AFTER HAVING OBTAINED ALL NECESSARY**
14 **PERMITS, SEEKS TO UNDERTAKE SUBSTANTIAL REPAIRS OR RENOVATIONS THAT**
15 **CANNOT BE COMPLETED WHILE THE UNIT IS OCCUPIED.**

16 **(D) A NOTICE REQUIRED TO BE GIVEN TO A TENANT UNDER SUBSECTION (C)**
17 **OF THIS SECTION SHALL BE SENT BY CERTIFIED MAIL, RETURN RECEIPT**
18 **REQUESTED.**

19 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to
20 apply only prospectively and may not be applied or interpreted to have any effect on or
21 application to any residential lease agreement entered into before the effective date of this
22 Act.

23 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
24 October 1, 2015.