

# HOUSE BILL 852

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CF SB 524

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By: **Delegates Rosenberg, Beidle, Carr, Jalisi, R. Lewis, and McCray**

Introduced and read first time: February 2, 2018

Assigned to: Environment and Transportation

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## A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant – Repossession for Failure to Pay Rent – Lead Risk**  
3 **Reduction Compliance**

4 FOR the purpose of requiring an action for repossession for failure to pay rent to contain a  
5 certain statement on whether the property is an affected property under certain  
6 lead-based paint abatement laws; requiring a court to dismiss an action for  
7 repossession for failure to pay rent that does not include certain information on the  
8 status of the property as an affected property under certain circumstances;  
9 authorizing a court to adjourn a certain trial to enable either party to obtain  
10 documents or other proof of claim or defense under certain circumstances; repealing  
11 a certain prohibition against raising as an issue of fact a landlord's compliance with  
12 certain requirements related to lead-based paint abatement; requiring a rental  
13 property in Baltimore City to be in compliance with certain lead-based paint  
14 abatement requirements before a landlord may file a complaint for repossession of  
15 the property for failure to pay rent; authorizing a court in Baltimore City to adjourn  
16 a certain trial to enable a party to procure certain witnesses or obtain documents or  
17 other proof of claim or defense under certain circumstances; making stylistic  
18 changes; and generally relating to actions for repossession for failure to pay rent.

19 BY repealing and reenacting, without amendments,  
20 Article – Real Property  
21 Section 8-401(a)  
22 Annotated Code of Maryland  
23 (2015 Replacement Volume and 2017 Supplement)

24 BY repealing and reenacting, with amendments,  
25 Article – Real Property  
26 Section 8-401(b) and (c)  
27 Annotated Code of Maryland  
28 (2015 Replacement Volume and 2017 Supplement)

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 BY repealing and reenacting, with amendments,  
2 The Public Local Laws of Baltimore City  
3 Section 9–2 and 9–5(a)  
4 Article 4 – Public Local Laws of Maryland  
5 (1979 Edition and 1997 Supplement and 2000 Supplement, as amended)

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

8 **Article – Real Property**

9 8–401.

10 (a) Whenever the tenant or tenants fail to pay the rent when due and payable, it  
11 shall be lawful for the landlord to have again and repossess the premises.

12 (b) (1) Whenever any landlord shall desire to repossess any premises to which  
13 the landlord is entitled under the provisions of subsection (a) of this section, the landlord  
14 or the landlord's duly qualified agent or attorney shall file the landlord's written complaint  
15 under oath or affirmation, in the District Court of the county wherein the property is  
16 situated:

17 (i) Describing in general terms the property sought to be  
18 repossessed;

19 (ii) Setting forth the name of each tenant to whom the property is  
20 rented or any assignee or subtenant;

21 (iii) Stating the amount of rent and any late fees due and unpaid, less  
22 the amount of any utility bills, fees, or security deposits paid by a tenant under § 7–309 of  
23 the Public Utilities Article;

24 (iv) Requesting to repossess the premises and, if requested by the  
25 landlord, a judgment for the amount of rent due, costs, and any late fees, less the amount  
26 of any utility bills, fees, or security deposits paid by a tenant under § 7–309 of the Public  
27 Utilities Article;

28 (v) If applicable, stating that, to the best of the landlord's knowledge,  
29 the tenant is deceased, intestate, and without next of kin; [and]

30 **(VI) STATING WHETHER THE PROPERTY TO BE REPOSSESSED IS**  
31 **AN AFFECTED PROPERTY AS DEFINED IN § 6–801 OF THE ENVIRONMENT ARTICLE;**  
32 **AND**

33 [(vi)] **(VII)** If the property to be repossessed is an affected property as  
34 defined in § 6–801 of the Environment Article, stating that the landlord has registered the  
35 affected property as required under § 6–811 of the Environment Article and renewed the

1 registration as required under § 6–812 of the Environment Article and:

2                   1.     A.     If the current tenant moved into the property on or  
3 after February 24, 1996, stating the inspection certificate number for the inspection  
4 conducted for the current tenancy as required under § 6–815(c) of the Environment Article;  
5 or

6                   B.     On or after February 24, 2006, stating the inspection  
7 certificate number for the inspection conducted for the current tenancy as required under  
8 § 6–815(c), § 6–817(b), or § 6–819(f) of the Environment Article; or

9                   2.     Stating that the owner is unable to provide an inspection  
10 certificate number because:

11                   A.     The owner has requested that the tenant allow the owner  
12 access to the property to perform the work required under Title 6, Subtitle 8 of the  
13 Environment Article;

14                   B.     The owner has offered to relocate the tenant in order to  
15 allow the owner to perform work if the work will disturb the paint on the interior surfaces  
16 of the property and to pay the reasonable expenses the tenant would incur directly related  
17 to the relocation; and

18                   C.     The tenant has refused to allow access to the owner or  
19 refused to vacate the property in order for the owner to perform the required work.

20                   **(2) THE COURT SHALL DISMISS A COMPLAINT THAT FAILS TO**  
21 **PROVIDE THE INFORMATION REQUIRED UNDER PARAGRAPH (1)(VI) AND (VII) OF**  
22 **THIS SUBSECTION UNLESS THE COURT ADJOURNS THE TRIAL ON THE COMPLAINT IN**  
23 **ACCORDANCE WITH SUBSECTION (C) OF THIS SECTION.**

24                   **[(2)] (3)**     For the purpose of the court's determination under subsection (c)  
25 of this section the landlord shall also specify the amount of rent due for each rental period  
26 under the lease, the day that the rent is due for each rental period, and any late fees for  
27 overdue rent payments.

28                   **[(3)] (4)**     The District Court shall issue its summons, directed to any  
29 constable or sheriff of the county entitled to serve process, and ordering the constable or  
30 sheriff to notify the tenant, assignee, or subtenant by first-class mail:

31                   (i)     To appear before the District Court at the trial to be held on the  
32 fifth day after the filing of the complaint; and

33                   (ii)    To answer the landlord's complaint to show cause why the  
34 demand of the landlord should not be granted.

1            ~~[(4)]~~ **(5)**        (i)     The constable or sheriff shall proceed to serve the  
2 summons upon the tenant, assignee, or subtenant or their known or authorized agent as  
3 follows:

4                            1.     If personal service is requested and any of the persons  
5 whom the sheriff shall serve is found on the property, the sheriff shall serve any such  
6 persons; or

7                            2.     If personal service is requested and none of the persons  
8 whom the sheriff is directed to serve shall be found on the property and, in all cases where  
9 personal service is not requested, the constable or sheriff shall affix an attested copy of the  
10 summons conspicuously upon the property.

11                          (ii)    The affixing of the summons upon the property after due  
12 notification to the tenant, assignee, or subtenant by first-class mail shall conclusively be  
13 presumed to be a sufficient service to all persons to support the entry of a default judgment  
14 for possession of the premises, together with court costs, in favor of the landlord, but it shall  
15 not be sufficient service to support a default judgment in favor of the landlord for the  
16 amount of rent due.

17                          ~~[(5)]~~ **(6)**        Notwithstanding the provisions of paragraphs (1) through ~~[(4)]~~  
18 **(5)** of this subsection, in Wicomico County, in an action to repossess any premises under  
19 this section, service of process on a tenant may be directed to any person authorized under  
20 the Maryland Rules to serve process.

21                          ~~[(6)]~~ **(7)**        (i)     Notwithstanding the provisions of paragraphs ~~[(3)]~~ **(4)**  
22 through ~~[(5)]~~ **(6)** of this subsection, if the landlord certifies to the court in the written  
23 complaint required under paragraph (1) of this subsection that, to the best of the landlord's  
24 knowledge, the tenant is deceased, intestate, and without next of kin, the District Court  
25 shall issue its summons, directed to any constable or sheriff of the county entitled to serve  
26 process, and ordering the constable or sheriff to notify the occupant of the premises or the  
27 next of kin of the deceased tenant, if known, by personal service:

28                            1.     To appear before the District Court at the trial to be held  
29 on the fifth day after the filing of the complaint; and

30                            2.     To answer the landlord's complaint to show cause why the  
31 demand of the landlord should not be granted.

32                          (ii)    1.     The constable or sheriff shall proceed to serve the  
33 summons upon the occupant of the premises or the next of kin of the deceased tenant, if  
34 known, as follows:

35                            A.     If any of the persons whom the sheriff is directed to serve  
36 are found on the property or at another known address, the sheriff shall serve any such  
37 persons; or

1                   B.     If none of the persons whom the sheriff is directed to serve  
2 are found on the property or at another known address, the constable or sheriff shall affix  
3 an attested copy of the summons conspicuously upon the property.

4                   2.     The affixing of the summons upon the property shall  
5 conclusively be presumed to be a sufficient service to all persons to support the entry of a  
6 default judgment for possession of the premises, together with court costs, in favor of the  
7 landlord, but it shall not be sufficient service to support a default judgment in favor of the  
8 landlord for the amount of rent due.

9           (c)     (1)    If, at the trial on the fifth day indicated in subsection (b) of this section,  
10 the court is satisfied that the interests of justice will be better served by an adjournment to  
11 enable either party to procure their necessary witnesses **OR TO OBTAIN DOCUMENTS OR**  
12 **OTHER PROOF OF CLAIM OR DEFENSE**, the court may adjourn the trial for a period not  
13 exceeding [1 day] **7 DAYS**, except with the consent of all parties, the trial may be adjourned  
14 for a longer period of time.

15                   (2)    (i)    [The information required under subsection (b)(1)(vi) of this  
16 section may not be an issue of fact in a trial under this section.

17                           (ii)]    If, when the trial occurs, it appears to the satisfaction of the  
18 court, that the rent, or any part of the rent and late fees are actually due and unpaid, the  
19 court shall determine the amount of rent and late fees due as of the date the complaint was  
20 filed less the amount of any utility bills, fees, or security deposits paid by a tenant under §  
21 7–309 of the Public Utilities Article, if the trial occurs within the time specified by  
22 subsection [(b)(3)] **(B)(4)** of this section.

23                           [(iii)] **(II)**    1.     If the trial does not occur within the time specified  
24 in subsection [(b)(3)(i)] **(B)(4)(I)** of this section and the tenant has not become current since  
25 the filing of the complaint, the court, if the complaint so requests, shall enter a judgment  
26 in favor of the landlord for possession of the premises and determine the rent and late fees  
27 due as of the trial date.

28                                   2.     The determination of rent and late fees shall include the  
29 following:

30   A.     Rent claimed in the complaint;

31   B.     Rent accruing after the date of the filing of the complaint;

32   C.     Late fees accruing in or prior to the month in which the  
33 complaint was filed; and

34   D.     Credit for payments of rent and late fees and other fees,  
35 utility bills, or security deposits paid by a tenant under § 7–309 of the Public Utilities  
36 Article after the complaint was filed.

1                    [(iv)] (III)    In the case of a residential tenancy, the court may also give  
 2 judgment in favor of the landlord for the amount of rent and late fees determined to be due  
 3 together with costs of the suit if the court finds that the residential tenant was personally  
 4 served with a summons.

5                    [(v)] (IV)    In the case of a nonresidential tenancy, if the court finds  
 6 that there was such service of process or submission to the jurisdiction of the court as would  
 7 support a judgment in contract or tort, the court may also give judgment in favor of the  
 8 landlord for:

- 9                    1.        The amount of rent and late fees determined to be due;
- 10                    2.        Costs of the suit; and
- 11                    3.        Reasonable attorney's fees, if the lease agreement  
 12 authorizes the landlord to recover attorney's fees.

13                    [(vi)] (V)    A nonresidential tenant who was not personally served  
 14 with a summons shall not be subject to personal jurisdiction of the court if that tenant  
 15 asserts that the appearance is for the purpose of defending an in rem action prior to the  
 16 time that evidence is taken by the court.

17                    (3)        The court, when entering the judgment, shall also order that possession  
 18 of the premises be given to the landlord, or the landlord's agent or attorney, within 4 days  
 19 after the trial.

20                    (4)        The court may, upon presentation of a certificate signed by a physician  
 21 certifying that surrender of the premises within this 4-day period would endanger the  
 22 health or life of the tenant or any other occupant of the premises, extend the time for  
 23 surrender of the premises as justice may require but not more than 15 days after the trial.

24                    (5)        However, if the tenant, or someone for the tenant, at the trial, or  
 25 adjournment of the trial, tenders to the landlord the rent and late fees determined by the  
 26 court to be due and unpaid, together with the costs of the suit, the complaint against the  
 27 tenant shall be entered as being satisfied.

#### 28                    **Article 4 – Baltimore City**

29                    9–2.

30                    Whenever the tenant under any demise or agreement of rental, express or implied,  
 31 verbal or written, of lands or tenements, whether real estate or chattels real within the  
 32 limits of the City of Baltimore, shall fail to pay the rent thereunder when due and payable,  
 33 it shall be lawful for the lessor to have again and repossess the premises so rented **SO LONG**  
 34 **AS THE PREMISES COMPLIES WITH THE REGISTRATION, PERMIT, OR LICENSE**

1 **REQUIREMENTS SET FORTH IN ARTICLE 13 OF THE BALTIMORE CITY CODE AND**  
2 **THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND.** The filing  
3 of a complaint in summary ejectment under this subtitle, the trial of said cause and the  
4 granting of a judgment of restitution shall not preclude the plaintiff or the owner of said  
5 premises from filing and maintaining an independent suit for rent due and unpaid.

6 9-5.

7 (a) If, at the trial aforesaid, the judge shall be satisfied the interest of justice will  
8 be better served by an adjournment, **TO ENABLE A PARTY TO PROCURE NECESSARY**  
9 **WITNESSES OR OBTAIN DOCUMENTS OR OTHER PROOF OF A CLAIM OR DEFENSE, OR**  
10 **FOR OTHER PURPOSES OF THE JUDGE'S DISCRETION, [he] THE JUDGE** may adjourn  
11 the trial for a period not exceeding seven days, except by consent of the parties, and if at  
12 said trial or due adjournment, as aforesaid, it shall appear to the satisfaction of the judge  
13 before whom said complaint has been tried as aforesaid, that the rent or any part of the  
14 rent for said premises is actually due and unpaid, then the said judge shall give judgment  
15 in favor of said lessor for the amount of rent found due, with costs of suit, and shall order  
16 that said tenant and all persons claiming or holding by or under said tenant shall yield and  
17 render up possession of said premises unto said lessor, or unto [his] **THE LESSOR'S** duly  
18 qualified agent or attorney within 4 days thereafter; provided, however, that upon  
19 presentation of certificate signed by a practicing physician certifying that surrender of said  
20 premises within said period of 4 days would endanger the health or life of any occupant  
21 thereof, said judge may, at the trial or subsequent thereto, extend the time for such  
22 surrender of the premises upon such terms and for such period or periods as [he] **THE**  
23 **JUDGE** shall deem necessary and just. If the interval between the filing of the landlord's  
24 complaint and the trial of the cause shall be more than three days, any order or judgment  
25 of said court with respect to the payment of rent shall include all rent due and unpaid up  
26 to and including the day of trial; and the proceedings amended to set forth the basis of said  
27 judgment or order.

28 **SECTION 2. AND BE IT FURTHER ENACTED,** That this Act shall take effect  
29 October 1, 2018.