

# HOUSE BILL 995

L2, N1

8lr0623

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By: **Montgomery County Delegation**

Introduced and read first time: February 7, 2018

Assigned to: Environment and Transportation

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## A BILL ENTITLED

1 AN ACT concerning

2 **Montgomery County – Residential Leases – Just Cause Eviction**

3 **MC 15–18**

4 FOR the purpose of prohibiting a landlord from evicting a tenant from leased premises in  
5 Montgomery County in the absence of just cause under certain circumstances;  
6 specifying the circumstances under which just cause exists; requiring a certain notice  
7 to a tenant to be sent in a certain manner under certain circumstances; making  
8 certain eviction actions in Montgomery County subject to a certain provision;  
9 defining certain terms; providing for the application of this Act; and generally  
10 relating to just cause evictions in Montgomery County.

11 BY adding to

12 Article – Real Property

13 Section 8–206.1, 8–401(g), 8–402(d), and 8–402.1(d)

14 Annotated Code of Maryland

15 (2015 Replacement Volume and 2017 Supplement)

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

18 **Article – Real Property**

19 **8–206.1.**

20 **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**  
21 **INDICATED.**

22 **(2) (I) “EVICT” MEANS TO TAKE ANY ACTION TO REMOVE A TENANT**  
23 **FROM LEASED PREMISES AND TERMINATE THE TENANCY AGAINST THE TENANT’S**

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 WILL.

2 (II) "EVICT" INCLUDES THE REFUSAL BY A LANDLORD TO  
3 RENEW A RESIDENTIAL LEASE ON SUBSTANTIALLY SIMILAR TERMS.

4 (3) (I) "LEASED PREMISES" MEANS A SINGLE-FAMILY DWELLING  
5 UNIT THAT IS SUBJECT TO A RESIDENTIAL LEASE.

6 (II) "LEASED PREMISES" INCLUDES AN APARTMENT IN A  
7 MULTIFAMILY BUILDING, A TOWNHOUSE, OR A SINGLE-FAMILY HOUSE THAT IS  
8 SUBJECT TO A RESIDENTIAL LEASE.

9 (B) IN MONTGOMERY COUNTY, A LANDLORD MAY NOT EVICT A TENANT  
10 FROM LEASED PREMISES IN THE ABSENCE OF JUST CAUSE.

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

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

13 (2) A TENANT BREACHES THE TERMS OF THE RESIDENTIAL LEASE  
14 AND THE BREACH IS SUBSTANTIAL;

15 (3) A TENANT REFUSES, AFTER RECEIVING NOTICE, TO EXECUTE AN  
16 EXTENSION OR A RENEWAL OF AN EXPIRED RESIDENTIAL LEASE FOR A TERM OF  
17 LIKE DURATION AND ON TERMS SUBSTANTIALLY SIMILAR TO THE TERMS OF THE  
18 PRIOR RESIDENTIAL LEASE;

19 (4) A TENANT HAS CAUSED SUBSTANTIAL DAMAGE TO THE LEASED  
20 PREMISES OR ANOTHER AREA OF THE RENTAL PROPERTY AND, AFTER RECEIVING  
21 NOTICE TO MAKE SATISFACTORY CORRECTION OR PAY THE REASONABLE COSTS OF  
22 REPAIRING THE DAMAGE, THE TENANT FAILS TO DO SO;

23 (5) AFTER RECEIVING NOTICE TO CEASE, A TENANT CONTINUES TO  
24 ENGAGE IN DISORDERLY CONDUCT SO AS TO DISTURB THE PEACE AND QUIET OF  
25 OTHER TENANTS;

26 (6) A TENANT HAS ENGAGED IN ILLEGAL ACTIVITY ON THE LEASED  
27 PREMISES OR ON A PUBLIC RIGHT-OF-WAY ABUTTING THE LEASED PREMISES;

28 (7) A TENANT, WITHOUT REASONABLE CAUSE, REFUSES TO GRANT  
29 THE LANDLORD ACCESS TO THE LEASED PREMISES FOR THE PURPOSE OF MAKING  
30 REPAIRS OR IMPROVEMENTS OR INSPECTING THE LEASED PREMISES, OR AS  
31 OTHERWISE AUTHORIZED UNDER THE RESIDENTIAL LEASE OR APPLICABLE LAW;

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

4           **(9) A LANDLORD, IN GOOD FAITH, SEEKS TO RECOVER POSSESSION**  
5 **OF THE LEASED PREMISES FOR THE USE OF THE LANDLORD'S SPOUSE, CHILD,**  
6 **PARENT, OR GRANDPARENT;**

7           **(10) A LANDLORD, IN GOOD FAITH, SEEKS TO PERMANENTLY REMOVE**  
8 **THE LEASED PREMISES FROM THE RENTAL MARKET; OR**

9           **(11) A LANDLORD, AFTER HAVING OBTAINED ALL NECESSARY**  
10 **PERMITS, SEEKS TO UNDERTAKE SUBSTANTIAL REPAIRS OR RENOVATIONS THAT**  
11 **CANNOT BE COMPLETED WHILE THE LEASED PREMISES IS OCCUPIED.**

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

15 8-401.

16           **(G) IN MONTGOMERY COUNTY, AN ACTION TO EVICT UNDER THIS SECTION**  
17 **IS SUBJECT TO § 8-206.1 OF THIS TITLE.**

18 8-402.

19           **(D) IN MONTGOMERY COUNTY, AN ACTION TO EVICT UNDER THIS SECTION**  
20 **IS SUBJECT TO § 8-206.1 OF THIS TITLE.**

21 8-402.1.

22           **(D) IN MONTGOMERY COUNTY, AN ACTION TO EVICT UNDER THIS SECTION**  
23 **IS SUBJECT TO § 8-206.1 OF THIS TITLE.**

24           SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to  
25 apply only prospectively and may not be applied or interpreted to have any effect on or  
26 application to any residential lease executed in Montgomery County before the effective  
27 date of this Act.

28           SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect  
29 October 1, 2018.