

HOUSE BILL 744

N1

0lr1346

By: **Delegates Stewart, Boyce, Barron, Carr, Moon, Palakovich Carr, Shetty, and Wilkins**

Introduced and read first time: January 31, 2020

Assigned to: Environment and Transportation

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 11, 2020

CHAPTER _____

1 AN ACT concerning

2 **Landlord and Tenant – Residential Leases – Tenant Rights and Protections**
3 **(Tenant Protection Act)**

4 FOR the purpose of requiring a landlord to make a certain disclosure to prospective tenants
5 regarding the method used to charge tenants for the cost of certain utilities under
6 certain circumstances; requiring that a certain lease provision is unenforceable if a
7 landlord fails to make a certain disclosure; requiring a landlord to provide a tenant
8 with information to document a bill for certain utilities under certain circumstances;
9 authorizing a county to adopt certain regulations governing the information a
10 landlord is required to provide to a tenant to document a bill for certain utilities
11 under certain circumstances; ~~altering the number of days within which a landlord~~
12 ~~must return the security deposit of a tenant together with certain interest;~~ requiring
13 that a certain statement that a landlord must provide to a tenant if a portion of the
14 security deposit is withheld include, where practicable, supporting documentation
15 containing certain information; ~~altering a certain public policy; authorizing a tenant~~
16 ~~to terminate a lease and raise the existence of certain defects or conditions as an~~
17 ~~affirmative defense to a certain action or complaint proceeding under certain~~
18 ~~circumstances and subject to certain requirements; requiring a tenant who intends~~
19 ~~to terminate a lease in accordance with certain provisions of this Act to provide a~~
20 ~~certain notice and vacate the dwelling unit within a certain number of days;~~
21 ~~providing that a tenant who terminates a lease and vacates a residential dwelling~~
22 ~~unit in accordance with certain provisions of this Act is responsible for certain rent;~~
23 ~~requiring a court to make certain findings and certain orders under certain~~
24 ~~circumstances; providing certain remedies if a certain tenant does not vacate the~~

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



~~leased premises within a certain number of days after providing a certain notice;~~
~~establishing certain conditions for relief under certain provisions of this Act;~~
 providing that a tenant organization has the right of free assembly in certain areas
 within an apartment facility during reasonable hours and on reasonable notice to a
 landlord; authorizing a landlord to impose certain conditions on the use of certain
 areas within an apartment facility for meetings; requiring a tenant organization to
 provide certain information to a landlord; preventing a landlord from charging a
 tenant organization for the use of certain areas within an apartment facility for the
 first meeting of the tenant organization each month; limiting the fees that a landlord
 may charge for the use of certain ~~rooms or~~ areas by a tenant organization; expanding
 certain provisions of law regarding the rights of tenants and legal occupants who are
 victims of domestic violence or sexual assault to include certain victims of stalking;
 altering the calculation of the rent for which a tenant who vacates leased premises
 under certain provisions of law is responsible; requiring a certain tenant to provide
 a certain notice if the tenant vacates the leased premises within a certain period of
 time; authorizing a landlord to take certain actions against a certain tenant who does
 not vacate the leased premises within a certain period of time; requiring a landlord
 to inspect the leased premises and provide the tenant with a certain written
 statement under certain circumstances; authorizing a certain report by a qualified
 third party to be used as documentation that a tenant or legal occupant is a victim
 of sexual assault, domestic violence, or stalking for purposes of certain provisions of
 law; prohibiting a landlord from disclosing certain information to a third party except
 under certain circumstances; providing that certain local laws and ordinances
 supersede certain provisions of this Act; providing for the application of certain
 provisions of this Act; defining certain terms; making stylistic and clarifying
 changes; and generally relating to rights and protections for residential tenants.

27 BY renumbering

28 Article – Real Property

29 Section 8–203(j) through (l), respectively

30 to be Section 8–203(k) through (m), respectively

31 Annotated Code of Maryland

32 (2015 Replacement Volume and 2019 Supplement)

33 BY repealing and reenacting, with amendments,

34 Article – Real Property

35 Section ~~8–203(e), (g)~~ 8–203(g), (h), and (i)(7), ~~8–203.1(a)(5) and (6), 8–211, 8–5A–01~~
 36 ~~through 8–5A–04, 8–5A–06, and 8–5A–07~~ and 8–5A–01 through 8–5A–06

37 Annotated Code of Maryland

38 (2015 Replacement Volume and 2019 Supplement)

39 ~~BY repealing and reenacting, without amendments,~~

40 ~~Article – Real Property~~

41 ~~Section 8–203.1(a)(7)~~

42 ~~Annotated Code of Maryland~~

43 ~~(2015 Replacement Volume and 2019 Supplement)~~

1 BY adding to
 2 Article – Real Property
 3 Section 8–203(j), 8–212.4, 8–218, 8–5A–05, and 8–5A–08
 4 Annotated Code of Maryland
 5 (2015 Replacement Volume and 2019 Supplement)

6 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
 7 That Section(s) 8–203(j) through (l), respectively, of Article – Real Property of the
 8 Annotated Code of Maryland be renumbered to be Section(s) 8–203(k) through (m),
 9 respectively.

10 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
 11 as follows:

12 **Article – Real Property**

13 **8–212.4.**

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

16 (2) “DWELLING UNIT” MEANS THAT PORTION OF A BUILDING THAT IS
 17 DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE
 18 BY ONE OR MORE PERSONS, INCLUDING A RENTED ROOM IN A SINGLE-FAMILY
 19 HOUSE.

20 (3) “LANDLORD” MEANS:

21 (I) AN OWNER OF RESIDENTIAL RENTAL PROPERTY THAT
 22 OFFERS TWO OR MORE DWELLING UNITS FOR RENT ON ONE PARCEL; OR

23 (II) A PERSON ACTING ON BEHALF OF A LANDLORD.

24 (4) “MASTER METER” MEANS A METER USED TO MEASURE, FOR
 25 BILLING PURPOSES, ALL USAGE OF A PARTICULAR UTILITY FOR A LANDLORD’S
 26 RESIDENTIAL RENTAL PROPERTY, INCLUDING USAGE FOR COMMON ELEMENTS OF
 27 THE RESIDENTIAL RENTAL PROPERTY AND DWELLING UNITS.

28 (5) “RATIO UTILITY BILLING SYSTEM” MEANS ALLOCATION OF ONE
 29 OR MORE OF A LANDLORD’S UTILITY CHARGES, COLLECTED VIA A MASTER METER,
 30 AMONG THE TENANTS BY ANY METHOD THAT DOES NOT MEASURE ACTUAL PER
 31 TENANT USAGE FOR THE UTILITY.

32 (6) “UTILITY” MEANS:

- 1 **(I) ELECTRICITY USAGE;**
2 **(II) GAS USAGE;**
3 **(III) WASTEWATER AND SEWAGE USAGE; OR**
4 **(IV) WATER CONSUMPTION OR USAGE.**

5 **(B) THIS SECTION DOES NOT APPLY TO RESIDENTIAL RENTAL PROPERTY IN:**

6 **(1) A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF THIS ARTICLE;**
7 **OR**

8 **(2) A COOPERATIVE PROJECT ORGANIZED UNDER TITLE 5, SUBTITLE**
9 **6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.**

10 **(C) (1) IF A LANDLORD USES A RATIO UTILITY BILLING SYSTEM TO BILL**
11 **TENANTS FOR ONE OR MORE UTILITIES, THE LANDLORD SHALL PROVIDE THE**
12 **FOLLOWING INFORMATION TO ALL PROSPECTIVE TENANTS IN WRITING:**

13 **(I) A STATEMENT THAT THE TENANT WILL BE BILLED BY THE**
14 **LANDLORD FOR ALLOCATED UTILITY SERVICES AND THAT IDENTIFIES ALL**
15 **UTILITIES AT ISSUE;**

16 **(II) A STATEMENT THAT IDENTIFIES THE ELEMENTS THAT**
17 **COMPOSE THE LANDLORD'S UTILITY CHARGES TO BE ALLOCATED TO THE TENANTS**
18 **UNDER THE RATIO UTILITY BILLING SYSTEM, BY UTILITY;**

19 **(III) A DESCRIPTION OF THE METHOD THAT WILL BE USED TO**
20 **ALLOCATE THE COST OF THE UTILITY TO THE TENANT, BY UTILITY;**

21 **(IV) A STATEMENT THAT ANY DISPUTES RELATING TO THE**
22 **COMPUTATION OF THE TENANT'S BILL ARE BETWEEN THE TENANT AND THE**
23 **LANDLORD;**

24 **(V) THE AVERAGE MONTHLY BILL FOR ALL DWELLING UNITS IN**
25 **THE RESIDENTIAL RENTAL PROPERTY IN THE PREVIOUS CALENDAR YEAR, BY**
26 **UTILITY;**

27 **(VI) INFORMATION REGARDING BILLING, INCLUDING METER**
28 **READING DATES, BILLING DATES, AND DUE DATES, BY UTILITY;**

1 (VII) A STATEMENT THAT THE TENANT HAS THE RIGHT TO
2 RECEIVE INFORMATION FROM THE LANDLORD TO VERIFY THE UTILITY BILL ON
3 WRITTEN REQUEST;

4 (VIII) INFORMATION REGARDING ANY ADDITIONAL SERVICE
5 CHARGES OR ADMINISTRATIVE FEES TO BE PAID BY THE TENANT FOR THE
6 OPERATION OF THE RATIO UTILITY BILLING SYSTEM; AND

7 (IX) A CITATION TO THIS SECTION.

8 (2) A LEASE PROVISION THAT REQUIRES A TENANT TO PAY THE
9 UTILITY CHARGES BILLED TO THE TENANT UNDER A RATIO UTILITY BILLING SYSTEM
10 SHALL BE UNENFORCEABLE IF THE LANDLORD FAILS TO PROVIDE THE
11 INFORMATION REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE
12 TENANT IN WRITING.

13 (D) A LANDLORD WHO USES A RATIO UTILITY BILLING SYSTEM SHALL, ON
14 WRITTEN REQUEST BY A TENANT, PROVIDE THE TENANT WITH INFORMATION TO
15 DOCUMENT A BILL FOR UTILITIES.

16 (E) (1) A COUNTY OR MUNICIPAL CORPORATION MAY ENACT LOCAL LAWS
17 CONSISTENT WITH THIS SECTION GOVERNING:

18 (I) THE INFORMATION A LANDLORD IS REQUIRED TO PROVIDE
19 TO A TENANT;

20 (II) DISCLOSURE REQUIREMENTS; AND

21 (III) DOCUMENT RETENTION POLICIES.

22 (2) ANY LOCAL LAW THAT IS COMPARABLE IN SUBJECT MATTER TO
23 THIS SECTION SHALL SUPERSEDE THE PROVISIONS OF THIS SECTION.

24 SECTION 3. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
25 as follows:

26 **Article – Real Property**

27 8–203.

28 ~~(e) (1) Within [45] 30 days after the end of the tenancy, the landlord shall~~
29 ~~return the security deposit to the tenant together with simple interest which has accrued~~
30 ~~at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each~~
31 ~~year, or 1.5% a year, whichever is greater, less any damages rightfully withheld.~~

~~(2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded.~~

~~(ii) No interest is due or payable:~~

~~1. Unless the landlord has held the security deposit for at least 6 months; or~~

~~2. For any period less than a full month.~~

~~(3) Interest shall be payable only on security deposits of \$50 or more.~~

~~(4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within [45] 30 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.~~

(g) (1) **[If] SUBJECT TO SUBSECTION (J) OF THIS SECTION, IF** any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within ~~[45]~~ **30** days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with a statement of the cost actually incurred.

(2) If the landlord fails to comply with this requirement, the landlord forfeits the right to withhold any part of the security deposit for damages.

(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy.

(2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises.

(ii) The notice shall specify the tenant's new address.

(iii) **[The] SUBJECT TO SUBSECTION (J) OF THIS SECTION, THE** landlord, within ~~[45]~~ **30** days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with a statement of the costs actually incurred and shall return to the tenant the security deposit together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld.

1 (3) (i) If a landlord fails to send the list of damages required by
2 paragraph (2) of this subsection, the right to withhold any part of the security deposit for
3 damages is forfeited.

4 (ii) If a landlord fails to return the security deposit as required by
5 paragraph (2) of this subsection, the tenant has an action of up to threefold of the withheld
6 amount, plus reasonable attorney's fees.

7 (4) Except to the extent specified, this subsection may not be interpreted
8 to alter the landlord's duties under subsections (e) and (g) of this section.

9 (i) (7) **[At] SUBJECT TO SUBSECTION (J) OF THIS SECTION, AT** least 10
10 days before a landlord makes a claim against a surety bond subject to this subsection, the
11 landlord shall send to the tenant by first-class mail directed to the last known address of
12 the tenant, a written list of the damages to be claimed and a statement of the costs actually
13 incurred by the landlord.

14 **(J) A STATEMENT OF COSTS PROVIDED UNDER SUBSECTION (G)(1),**
15 **(H)(2)(III), OR (I)(7) OF THIS SECTION SHALL, WHERE PRACTICABLE, INCLUDE**
16 **SUPPORTING DOCUMENTATION, INCLUDING BILLS, INVOICES, AND RECEIPTS, THAT**
17 ~~IDENTIFY THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PERSON WHO~~
18 ~~COMPLETED THE WORK, A DESCRIPTION OF~~ **IDENTIFIES** ~~THE MATERIALS OR~~
19 ~~SERVICES PROVIDED, THE UNIT COST OF THE MATERIALS OR SERVICES PROVIDED,~~
20 ~~AND THE NUMBER OF UNITS PROVIDED.~~

21 ~~§ 203.1.~~

22 (a) ~~A receipt for a security deposit shall notify the tenant of the following:~~

23 (5) ~~The tenant's right to receive, by first class mail, delivered to the last~~
24 ~~known address of the tenant, a written list of the charges against the security deposit~~
25 ~~claimed by the landlord and the actual costs, within [45] 30 days after the termination of~~
26 ~~the tenancy;~~

27 (6) ~~The obligation of the landlord to return any unused portion of the~~
28 ~~security deposit, by first class mail, addressed to the tenant's last known address within~~
29 ~~[45] 30 days after the termination of the tenancy; and~~

30 (7) ~~A statement that failure of the landlord to comply with the security~~
31 ~~deposit law may result in the landlord being liable to the tenant for a penalty of up to 3~~
32 ~~times the security deposit withheld, plus reasonable attorney's fees.~~

33 ~~§ 211.~~

34 (a) ~~(1) The purpose of this section is to provide tenants with a mechanism for~~
35 ~~encouraging the repair of serious and dangerous defects which exist within or as part of~~

~~1 any residential dwelling unit, or upon the property used in common of which the dwelling
2 unit forms a part.~~

~~3 (2) The defects sought to be reached by this section are those which present
4 a substantial and serious threat of danger to the life, health and safety of the occupants of
5 the dwelling unit, and not those which merely impair the aesthetic value of the premises,
6 or which are, in those locations governed by such codes, housing code violations of a
7 nondangerous nature.~~

~~8 (3) The intent of this section is not to provide a remedy for dangerous
9 conditions in the community at large which exists apart from the leased premises or the
10 property in common of which the leased premises forms a part.~~

~~11 (b) It is the public policy of Maryland that [meaningful]:~~

~~12 (1) MEANINGFUL sanctions be imposed upon those who allow dangerous
13 conditions and defects to exist in leased premises [, and that an];~~

~~14 (2) AN effective mechanism be established for repairing these conditions
15 and halting their creation; AND~~

~~16 (3) TENANTS NOT BE PENALIZED FOR TERMINATING A LEASE WHEN
17 THESE CONDITIONS GO UNADDRESSED.~~

~~18 (c) (1) This section applies to residential dwelling units leased for the purpose
19 of human habitation within the State of Maryland.~~

~~20 (2) This section does not apply to farm tenancies.~~

~~21 (d) This section applies to all applicable dwelling units whether they are:~~

~~22 (1) [publicly] PUBLICLY or privately owned; or~~

~~23 (2) [single] SINGLE or multiple units.~~

~~24 (e) This section provides a remedy FOR TENANTS and imposes an obligation upon
25 landlords to repair and eliminate conditions and defects which constitute, or if not promptly
26 corrected will constitute, a fire hazard or a serious and substantial threat to the life, health
27 or safety of occupants, including, but not limited to:~~

~~28 (1) Lack of heat, light, electricity, or hot or cold running water, except
29 where the tenant is responsible for the payment of the utilities and the lack thereof is the
30 direct result of the tenant's failure to pay the charges;~~

~~31 (2) Lack of adequate sewage disposal facilities;~~

1 ~~(3) Infestation of rodents in two or more dwelling units;~~

2 ~~(4) The existence of any structural defect which presents a serious and~~
3 ~~substantial threat to the physical safety of the occupants; or~~

4 ~~(5) The existence of any condition which presents a health or fire hazard to~~
5 ~~the dwelling unit.~~

6 ~~(f) (1) This section does not provide a remedy for the landlord's failure to~~
7 ~~repair and eliminate minor defects or, in those locations governed by such codes, housing~~
8 ~~code violations of a nondangerous nature.~~

9 ~~(2) There is a rebuttable presumption that the following conditions, when~~
10 ~~they do not present a serious and substantial threat to the life, health and safety of the~~
11 ~~occupants, are not covered by this section:~~

12 ~~[(1)] (I) Any defect which merely reduces the aesthetic value of the leased~~
13 ~~premises, such as the lack of fresh paint, rugs, carpets, paneling or other decorative~~
14 ~~amenities;~~

15 ~~[(2)] (II) Small cracks in the walls, floors or ceilings;~~

16 ~~[(3)] (III) The absence of linoleum or tile upon the floors, provided that they~~
17 ~~are otherwise safe and structurally sound; or~~

18 ~~[(4)] (IV) The absence of air conditioning.~~

19 ~~(g) (1) In order to employ the remedies provided by this section, the tenant~~
20 ~~shall notify the landlord of the existence of the defects or conditions.~~

21 ~~(2) Notice shall be given by:~~

22 ~~[(1)] (I) [a] A written communication sent by certified mail listing the~~
23 ~~asserted conditions or defects[, or];~~

24 ~~[(2)] (II) [actual] ACTUAL notice of the defects or conditions[.]; or~~

25 ~~[(3)] (III) [a] A written violation, condemnation or other notice from an~~
26 ~~appropriate State, county, municipal or local government agency stating the asserted~~
27 ~~conditions or defects.~~

28 ~~(h) (1) The landlord has a reasonable time after receipt of notice in which to~~
29 ~~make the repairs or correct the conditions.~~

~~(2) The length of time deemed to be reasonable is a question of fact for the court, taking into account the severity of the defects or conditions and the danger which they present to the occupants.~~

~~(3) There is a rebuttable presumption that a period in excess of 30 days from receipt of notice is unreasonable.~~

~~(i) If the landlord refuses to make the repairs or correct the conditions, or if after a reasonable time the landlord has failed to do so, the tenant may [bring];~~

~~(1) BRING an action of rent escrow to pay rent into court because of the asserted defects or conditions[, or the tenant may refuse];~~

~~(2) REFUSE to pay rent and raise the existence of the asserted defects or conditions as an affirmative defense to an action for distress for rent or to any complaint proceeding brought by the landlord to recover rent or the possession of the leased premises; OR~~

~~(3) SUBJECT TO SUBSECTION (K) OF THIS SECTION, TERMINATE THE LEASE AND RAISE THE EXISTENCE OF THE ASSERTED DEFECTS OR CONDITIONS AS AN AFFIRMATIVE DEFENSE TO AN ACTION FOR BREACH OF LEASE OR TO ANY COMPLAINT PROCEEDING BROUGHT BY THE LANDLORD TO RECOVER RENT.~~

~~(j) (1) [Whether] IF the issue of rent escrow is raised affirmatively or defensively UNDER SUBSECTION (I)(1) OR (2) OF THIS SECTION, the tenant may request one or more of the forms of relief set forth in this [section] SUBSECTION.~~

~~(2) THE COURT SHALL MAKE APPROPRIATE FINDINGS OF FACT AND MAKE ANY ORDER THAT THE JUSTICE OF THE CASE MAY REQUIRE, INCLUDING ANY ONE OR A COMBINATION OF THE FOLLOWING:~~

~~(i) ORDER THE TERMINATION OF THE LEASE AND RETURN OF THE LEASED PREMISES TO THE LANDLORD, SUBJECT TO THE TENANT'S RIGHT OF REDEMPTION;~~

~~(ii) ORDER THAT THE ACTION FOR RENT ESCROW BE DISMISSED;~~

~~(iii) ORDER THAT THE AMOUNT OF RENT REQUIRED BY THE LEASE, WHETHER PAID INTO COURT OR TO THE LANDLORD, BE ABATED AND REDUCED IN AN AMOUNT DETERMINED BY THE COURT TO BE FAIR AND EQUITABLE TO REPRESENT THE EXISTENCE OF THE CONDITIONS OR DEFECTS FOUND BY THE COURT TO EXIST; OR~~

1 ~~(IV) ORDER THE LANDLORD TO MAKE THE REPAIRS OR~~
2 ~~CORRECT THE CONDITIONS COMPLAINED OF BY THE TENANT AND FOUND BY THE~~
3 ~~COURT TO EXIST.~~

4 ~~(3) AFTER RENT ESCROW HAS BEEN ESTABLISHED, THE COURT:~~

5 ~~(I) SHALL, AFTER A HEARING, IF A HEARING IS ORDERED BY~~
6 ~~THE COURT OR REQUESTED BY THE LANDLORD, ORDER THAT THE MONEY IN THE~~
7 ~~ESCROW ACCOUNT BE DISBURSED TO THE LANDLORD AFTER THE NECESSARY~~
8 ~~REPAIRS HAVE BEEN MADE;~~

9 ~~(II) MAY, AFTER AN APPROPRIATE HEARING, ORDER THAT~~
10 ~~SOME OR ALL MONEY IN THE ESCROW ACCOUNT BE PAID TO THE LANDLORD OR THE~~
11 ~~LANDLORD'S AGENT, THE TENANT OR THE TENANT'S AGENT, OR ANY OTHER~~
12 ~~APPROPRIATE PERSON OR AGENCY FOR THE PURPOSE OF MAKING THE NECESSARY~~
13 ~~REPAIRS OF THE DANGEROUS CONDITIONS OR DEFECTS;~~

14 ~~(III) MAY, AFTER A HEARING, IF A HEARING IS REQUESTED BY~~
15 ~~THE LANDLORD, APPOINT A SPECIAL ADMINISTRATOR WHO SHALL CAUSE THE~~
16 ~~REPAIRS TO BE MADE AND APPLY TO THE COURT TO PAY FOR THE REPAIRS FROM~~
17 ~~THE MONEY IN THE ESCROW ACCOUNT;~~

18 ~~(IV) MAY, AFTER AN APPROPRIATE HEARING, ORDER THAT~~
19 ~~SOME OR ALL MONEY IN THE ESCROW ACCOUNT BE DISBURSED TO PAY ANY~~
20 ~~MORTGAGE OR DEED OF TRUST ON THE PROPERTY IN ORDER TO STAY A~~
21 ~~FORECLOSURE;~~

22 ~~(V) MAY, AFTER A HEARING, IF A HEARING IS REQUESTED BY~~
23 ~~THE TENANT, ORDER, IF NO REPAIRS ARE MADE OR IF NO GOOD FAITH EFFORT TO~~
24 ~~REPAIR IS MADE WITHIN 6 MONTHS OF THE INITIAL DECISION TO PLACE MONEY IN~~
25 ~~THE ESCROW ACCOUNT, THAT THE MONEY IN THE ESCROW ACCOUNT BE DISBURSED~~
26 ~~TO THE TENANT, PROVIDED THAT THE ORDER DOES NOT DISCHARGE THE TENANT'S~~
27 ~~RIGHT TO PAY RENT INTO COURT AND THAT AN APPEAL WILL STAY THE~~
28 ~~FORFEITURE; OR~~

29 ~~(VI) MAY, AFTER AN APPROPRIATE HEARING, ORDER THAT THE~~
30 ~~MONEY IN THE ESCROW ACCOUNT BE DISBURSED TO THE LANDLORD IF THE TENANT~~
31 ~~DOES NOT REGULARLY PAY THE RENT OWED INTO THE ESCROW ACCOUNT.~~

32 ~~(4) IF A COURT ORDERS THE TERMINATION OF A LEASE DUE TO THE~~
33 ~~FAILURE OF THE LANDLORD TO CORRECT A DEFECT OF THE TYPE IDENTIFIED IN~~
34 ~~SUBSECTION (E) OF THIS SECTION, THE COURT SHALL:~~

~~(I) ORDER THE LANDLORD TO PAY THE RELOCATION EXPENSES OF THE TENANT; AND~~

~~(II) AWARD DAMAGES EQUAL TO 1 MONTH OF RENT AT THE MARKET RATE FOR THE JURISDICTION.~~

~~[(2)] (5) In addition to any other relief sought, if within 90 days after the court finds that the conditions complained of by the tenant exist the landlord has not made the repairs or corrected the conditions complained of, the tenant may file a petition of injunction in the District Court requesting the court to order the landlord to make the repairs or correct the conditions.~~

~~(K) (1) IF A TENANT INTENDS TO TERMINATE A LEASE IN ACCORDANCE WITH SUBSECTION (I)(3) OF THIS SECTION, THE TENANT SHALL:~~

~~(i) PROVIDE WRITTEN NOTICE TO THE LANDLORD BY FIRST CLASS MAIL OR HAND DELIVERY OF THE TENANT'S INTENT TO VACATE THE RESIDENTIAL DWELLING UNIT; AND~~

~~(ii) VACATE THE DWELLING UNIT WITHIN 30 DAYS AFTER PROVIDING THE WRITTEN NOTICE.~~

~~(2) (i) A TENANT WHO TERMINATES A LEASE AND VACATES A RESIDENTIAL DWELLING UNIT IN ACCORDANCE WITH PARAGRAPH (1) OF THIS SUBSECTION IS RESPONSIBLE FOR RENT ONLY FOR THE 30 DAYS FOLLOWING THE TENANT PROVIDING NOTICE OF AN INTENT TO VACATE.~~

~~(ii) A COURT SHALL MAKE APPROPRIATE FINDINGS OF FACT AND MAKE ANY ORDER THAT THE JUSTICE OF THE CASE MAY REQUIRE.~~

~~(iii) IF A COURT FINDS THAT CONDITIONS OR DEFECTS OF THE TYPE IDENTIFIED IN SUBSECTION (E) OF THIS SECTION EXIST WITHIN THE RESIDENTIAL DWELLING UNIT AND THAT THE CONDITIONS OF SUBSECTION (M) OF THIS SECTION HAVE BEEN MET, THE COURT SHALL:~~

~~1. ISSUE AN ORDER SPECIFYING THAT THE LEASE HAS BEEN TERMINATED AND DISCHARGING THE TENANT FROM THE DUTY TO PAY THE RENT OWED UNDER THE LEASE FROM THE DATE THE TENANT VACATED THE RESIDENTIAL DWELLING UNIT; AND~~

~~2. AWARD DAMAGES EQUAL TO:~~

~~A. THE ACTUAL COST OF THE TENANT'S RELOCATION EXPENSES; AND~~

~~B. 1 MONTH OF RENT AT THE MARKET RATE FOR THE JURISDICTION.~~

~~(3) IF A TENANT DOES NOT VACATE THE LEASED PREMISES WITHIN 30 DAYS AFTER PROVIDING TO THE LANDLORD THE WRITTEN NOTICE REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE LANDLORD IS, AT THE LANDLORD'S OPTION AND WITH WRITTEN NOTICE TO THE TENANT, ENTITLED TO:~~

~~(I) ALL LEGAL REMEDIES AGAINST A TENANT HOLDING OVER AVAILABLE UNDER § 8-402 OF THIS TITLE; OR~~

~~(II) DEEM THE TENANT'S NOTICE OF AN INTENT TO VACATE TO HAVE BEEN RESCINDED AND THE TERMS OF THE ORIGINAL LEASE TO BE IN FULL FORCE AND EFFECT.~~

~~[(k)](L) Relief under SUBSECTION (J) OF this section is conditioned upon:~~

~~(1) Giving proper notice, and where appropriate, the opportunity to correct, as described by subsection (h) of this section[.];~~

~~(2) Payment by the tenant, into court, of the amount of rent required by the lease, unless this amount is modified by the court as provided in subsection [(m)](J)(2) of this section[.];~~

~~(3) In the case of tenancies measured by a period of [one] 1 month or more, the court having not entered against the tenant [3] THREE prior judgments of possession for rent due and unpaid in the 12-month period immediately prior to the initiation of the action by the tenant or by the landlord[.]; AND~~

~~(4) In the case of periodic tenancies measured by the weekly payment of rent, the court having not entered against the tenant more than [5] FIVE judgments of possession for rent due and unpaid in the 12-month period immediately prior to the initiation of the action by the tenant or by the landlord, or, if the tenant has lived on the premises [six] 6 months or less, the court having not entered against the tenant [3] THREE judgments of possession for rent due and unpaid.~~

~~(M) (1) RELIEF UNDER SUBSECTION (K) OF THIS SECTION IS CONDITIONED ON:~~

~~(I) GIVING PROPER NOTICE, AND WHERE APPROPRIATE, THE OPPORTUNITY TO CORRECT, AS DESCRIBED BY SUBSECTION (H) OF THIS SECTION;~~

~~(II) GIVING PROPER NOTICE OF THE INTENT TO TERMINATE THE LEASE AND VACATE THE RESIDENTIAL DWELLING UNIT, AS REQUIRED BY SUBSECTION (K) OF THIS SECTION; AND~~

1 ~~(HH) PAYMENT BY THE TENANT OF ALL RENT PREVIOUSLY~~
2 ~~INCURRED UNDER THE LEASE AND REQUIRED BY SUBSECTION (K) OF THIS SECTION.~~

3 ~~(2) RELIEF MAY NOT BE PROVIDED TO A TENANT UNDER SUBSECTION~~
4 ~~(K) OF THIS SECTION MORE THAN TWICE IN ANY 12-MONTH PERIOD.~~

5 ~~[(4)] (N) It is a sufficient defense to the allegations of the tenant that the tenant,~~
6 ~~the tenant's family, agent, employees, or assignees or social guests have caused the asserted~~
7 ~~defects or conditions, or that the landlord or the landlord's agents were denied reasonable~~
8 ~~and appropriate entry for the purpose of correcting or repairing the asserted conditions or~~
9 ~~defects.~~

10 ~~[(m) The court shall make appropriate findings of fact and make any order that the~~
11 ~~justice of the case may require, including any one or a combination of the following:~~

12 ~~(1) Order the termination of the lease and return of the leased premises to~~
13 ~~the landlord, subject to the tenant's right of redemption;~~

14 ~~(2) Order that the action for rent escrow be dismissed;~~

15 ~~(3) Order that the amount of rent required by the lease, whether paid into~~
16 ~~court or to the landlord, be abated and reduced in an amount determined by the court to be~~
17 ~~fair and equitable to represent the existence of the conditions or defects found by the court~~
18 ~~to exist; or~~

19 ~~(4) Order the landlord to make the repairs or correct the conditions~~
20 ~~complained of by the tenant and found by the court to exist.~~

21 ~~(n) After rent escrow has been established, the court:~~

22 ~~(1) Shall, after a hearing, if so ordered by the court or one is requested by~~
23 ~~the landlord, order that the money in the escrow account be disbursed to the landlord after~~
24 ~~the necessary repairs have been made;~~

25 ~~(2) May, after an appropriate hearing, order that some or all money in the~~
26 ~~escrow account be paid to the landlord or the landlord's agent, the tenant or the tenant's~~
27 ~~agent, or any other appropriate person or agency for the purpose of making the necessary~~
28 ~~repairs of the dangerous conditions or defects;~~

29 ~~(3) May, after a hearing if one is requested by the landlord, appoint a~~
30 ~~special administrator who shall cause the repairs to be made, and who shall apply to the~~
31 ~~court to pay for them out of the money in the escrow account;~~

~~(4) May, after an appropriate hearing, order that some or all money in the escrow account be disbursed to pay any mortgage or deed of trust on the property in order to stay a foreclosure;~~

~~(5) May, after a hearing, if one is requested by the tenant, order, if no repairs are made or if no good faith effort to repair is made within six months of the initial decision to place money in the escrow account, that the money in the escrow account be disbursed to the tenant. Such an order will not discharge the right on the part of the tenant to pay rent into court and an appeal will stay the forfeiture; or~~

~~(6) May, after an appropriate hearing, order that the money in the escrow account be disbursed to the landlord if the tenant does not regularly pay, into that account, the rent owed.]~~

~~(e) Except as provided in § 8-211.1(e) of this subtitle, in the event any county or Baltimore City is subject to a public local law or has enacted an ordinance or ordinances comparable in subject matter to this section, [commonly referred to as a “Rent Escrow Law”], any such ordinance or ordinances shall supersede the RELEVANT provisions of this section.~~

8-218.

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

(2) (I) “APARTMENT FACILITY” MEANS AN APARTMENT BUILDING OR COMPLEX THAT CONTAINS FOUR OR MORE INDIVIDUAL DWELLING UNITS THAT A COMMON LANDLORD RENTS FOR RESIDENTIAL PURPOSES, INCLUDING ALL COMMON AREAS AVAILABLE FOR USE BY A TENANT.

(II) “APARTMENT FACILITY” DOES NOT INCLUDE:

1. A SINGLE-FAMILY HOUSE, REGARDLESS OF THE NUMBER OF INDIVIDUAL DWELLING UNITS INTO WHICH THE HOUSE IS SUBDIVIDED;

2. A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF THIS ARTICLE; OR

3. A COOPERATIVE PROJECT ORGANIZED UNDER TITLE 5, SUBTITLE 6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.

(3) “DWELLING UNIT” MEANS THAT PORTION OF A BUILDING THAT IS DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE BY ONE OR MORE PERSONS.

1 (4) "TENANT ORGANIZATION" MEANS AN INCORPORATED OR
2 UNINCORPORATED ORGANIZATION OF THREE OR MORE TENANTS WHO RESIDE IN AN
3 APARTMENT FACILITY FORMED FOR THE PURPOSE OF IMPROVING THE LIVING
4 CONDITIONS, CONTRACTUAL POSITION, OR COMMUNITY EXPERIENCES OF THE
5 RESIDENTS OF THE APARTMENT FACILITY THAT:

6 (I) MEETS REGULARLY;

7 (II) OPERATES DEMOCRATICALLY; AND

8 (III) IS INDEPENDENT OF THE OWNERS OR MANAGEMENT OF THE
9 APARTMENT FACILITY AND THEIR REPRESENTATIVES.

10 (B) (1) A TENANT ORGANIZATION SHALL HAVE THE RIGHT OF FREE
11 ASSEMBLY IN ~~THE A MEETING ROOMS AND OTHER AREAS SUITABLE FOR MEETINGS~~
12 ROOM WITHIN AN APARTMENT FACILITY DESIGNATED FOR USE BY TENANTS FOR
13 EVENTS AND COMMUNITY GATHERINGS DURING REASONABLE HOURS AND ON
14 REASONABLE NOTICE TO THE LANDLORD TO CONDUCT TENANT ORGANIZATION
15 MEETINGS.

16 (2) (I) THE LANDLORD MAY IMPOSE REASONABLE TERMS AND
17 CONDITIONS ON THE USE OF A MEETING ROOM ~~OR OTHER SUITABLE AREA FOR~~
18 ~~MEETINGS~~, PROVIDED THAT THE TERMS AND CONDITIONS DO NOT UNDERMINE THE
19 PURPOSES OF THIS SECTION.

20 (II) THE LANDLORD MAY REQUIRE AN INDIVIDUAL
21 PARTICIPATING IN A TENANT ORGANIZATION MEETING WHO IS NOT A RESIDENT OF
22 THE APARTMENT FACILITY TO SIGN A WAIVER OF LIABILITY FOR INJURIES
23 SUSTAINED WHILE ON THE PROPERTY.

24 (3) A TENANT ORGANIZATION SHALL:

25 (I) DESIGNATE AT LEAST TWO BUT NOT MORE THAN FIVE
26 MEMBERS WHO ARE AUTHORIZED TO SCHEDULE USE OF A MEETING ROOM ~~OR~~
27 ~~OTHER SUITABLE AREA FOR MEETINGS~~ ON BEHALF OF THE TENANT ORGANIZATION;
28 AND

29 (II) PROVIDE WRITTEN NOTIFICATION TO THE LANDLORD OF
30 THE DESIGNEES AT LEAST ONCE PER YEAR.

31 (C) (1) A LANDLORD MAY NOT CHARGE A TENANT ORGANIZATION A FEE
32 FOR THE USE OF A MEETING ROOM ~~OR OTHER SUITABLE AREA FOR MEETINGS~~ FOR
33 THE FIRST MEETING OF THE TENANT ORGANIZATION EACH MONTH.

1 **(2) A LANDLORD MAY CHARGE A REASONABLE FEE FOR ALL OTHER**
2 **USES OF A MEETING ROOM ~~OR OTHER SUITABLE AREA FOR MEETINGS~~ BY THE**
3 **TENANT ORGANIZATION WITHIN THE SAME MONTH PROVIDED THAT THE FEE DOES**
4 **NOT EXCEED THE REGULAR SCHEDULE OF FEES FOR THE SPACE CHARGED TO**
5 **OTHER GROUPS.**

6 8-5A-01.

7 (a) In this subtitle the following words have the meanings indicated.

8 (b) “Legal occupant” means an occupant who resides on the premises with the
9 actual knowledge and permission of the landlord.

10 (c) “Offender” means a person who commits an act of domestic violence or
11 commits a sexual assault offense.

12 (d) “Peace order” means an enforceable final peace order.

13 (e) “Protective order” means an enforceable final protective order.

14 **(F) “QUALIFIED THIRD PARTY” MEANS:**

15 **(1) A PHYSICIAN WHO IS AUTHORIZED TO PRACTICE MEDICINE**
16 **UNDER THE HEALTH OCCUPATIONS ARTICLE;**

17 **(2) A PSYCHOLOGIST WHO IS AUTHORIZED TO PRACTICE**
18 **PSYCHOLOGY UNDER THE HEALTH OCCUPATIONS ARTICLE; OR**

19 **(3) A SOCIAL WORKER OR CASEWORKER OF ANY PUBLIC OR PRIVATE**
20 **HEALTH OR SOCIAL SERVICES AGENCY OR PROVIDER.**

21 **(G) “REPORT BY A QUALIFIED THIRD PARTY” MEANS A REPORT BASED ON**
22 **INFORMATION RECEIVED BY A QUALIFIED THIRD PARTY WHILE ACTING IN A**
23 **PROFESSIONAL CAPACITY THAT:**

24 **(1) INDICATES THAT THE TENANT OR A LEGAL OCCUPANT IS SEEKING**
25 **ASSISTANCE FOR PHYSICAL OR MENTAL INJURIES RESULTING FROM AN ACT OF**
26 **DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING;**

27 **(2) INCLUDES THE FOLLOWING ELEMENTS:**

28 **(I) THE NAME OF THE TENANT OR LEGAL OCCUPANT;**

1 **(II) A STATEMENT THAT THE TENANT OR LEGAL OCCUPANT IS A**
2 **VICTIM OF DOMESTIC VIOLENCE, A VICTIM OF SEXUAL ASSAULT, OR A VICTIM OF**
3 **STALKING;**

4 **(III) THE DATE, TIME, LOCATION, AND A BRIEF DESCRIPTION OF**
5 **THE INCIDENT;**

6 **(IV) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**
7 **PERPETRATOR, IF KNOWN;**

8 **(V) THE NAME AND ADDRESS OF THE EMPLOYER OF THE**
9 **QUALIFIED THIRD PARTY;**

10 **(VI) THE LICENSING ENTITY AND LICENSE NUMBER OF THE**
11 **QUALIFIED THIRD PARTY, IF THE QUALIFIED THIRD PARTY IS REQUIRED TO BE**
12 **LICENSED; AND**

13 **(VII) THE SIGNATURE OF THE QUALIFIED THIRD PARTY, UNDER**
14 **SEAL OF A NOTARY PUBLIC; AND**

15 **(3) IS SIGNED AND ACKNOWLEDGED BY THE TENANT OR LEGAL**
16 **OCCUPANT UNDER PENALTY OF PERJURY.**

17 **[(f)] (H)** “Victim of domestic violence” means a person who is:

18 (1) A victim of domestic abuse, as defined in § 4–501 of the Family Law
19 Article; and

20 (2) A person eligible for relief, as defined in § 4–501 of the Family Law
21 Article.

22 **[(g)] (I)** “Victim of sexual assault” means a person who is a victim of:

23 (1) A sexual crime under Title 3, Subtitle 3 of the Criminal Law Article;

24 (2) Child sexual abuse under § 3–602 of the Criminal Law Article; or

25 (3) Sexual abuse of a vulnerable adult under § 3–604 of the Criminal Law
26 Article.

27 **(J) “VICTIM OF STALKING” MEANS A PERSON WHO IS A VICTIM OF STALKING**
28 **UNDER § 3–802 OF THE CRIMINAL LAW ARTICLE.**

29 8–5A–02.

1 (a) Subject to the requirements of subsections (b) and (c) of this section, a tenant
2 may terminate the tenant's future liability under a residential lease if the tenant or legal
3 occupant is:

4 (1) A victim of domestic violence; [or]

5 (2) A victim of sexual assault; OR

6 **(3) A VICTIM OF STALKING.**

7 (b) If a tenant or legal occupant is a victim of domestic violence [or], a victim of
8 sexual assault, **OR A VICTIM OF STALKING**, the tenant may provide to the landlord the
9 written notice required under § 8-5A-03 [or], § 8-5A-04, **OR § 8-5A-05** of this subtitle
10 and, if the written notice is provided, the tenant shall have 30 days to vacate the leased
11 premises from the date of providing the written notice.

12 (c) **(1) A tenant who vacates leased premises under this section is responsible**
13 **for rent only [for the 30 days following the tenant providing notice of an intent to vacate]**
14 **FOR THE TIME FOLLOWING THE TENANT PROVIDING NOTICE OF AN INTENT TO**
15 **VACATE UNTIL THE TENANT VACATES THE LEASED PREMISES, UP TO A MAXIMUM OF**
16 **30 DAYS.**

17 **(2) (I) IF A TENANT VACATES THE LEASED PREMISES EARLIER**
18 **THAN 30 DAYS AFTER THE DATE THE TENANT PROVIDES WRITTEN NOTICE OF AN**
19 **INTENT TO VACATE, THE TENANT SHALL PROVIDE THE LANDLORD WITH WRITTEN**
20 **NOTICE, SIGNED BY THE TENANT AND NOTARIZED, BY FIRST-CLASS MAIL OR HAND**
21 **DELIVERY STATING THAT THE TENANT HAS VACATED THE LEASED PREMISES.**

22 **(II) ON RECEIVING A NOTICE IDENTIFIED IN SUBPARAGRAPH (I)**
23 **OF THIS PARAGRAPH, A LANDLORD SHALL INSPECT THE LEASED PREMISES AND, IF**
24 **THE TENANT HAS VACATED THE LEASED PREMISES, PROVIDE THE TENANT WITH A**
25 **WRITTEN STATEMENT THAT:**

26 **1. CONFIRMS THE TENANT HAS VACATED THE LEASED**
27 **PREMISES;**

28 **2. STATES THE RENT THAT THE TENANT IS**
29 **RESPONSIBLE FOR UNDER THIS SUBSECTION; AND**

30 **3. STATES THE AMOUNT OF RENT STILL OWED BY THE**
31 **TENANT OR THE AMOUNT OF ANY OVERPAYMENT OF RENT TO BE REFUNDED.**

32 **(III) FOR THE PURPOSE OF CALCULATING THE RENT THAT A**
33 **TENANT IS RESPONSIBLE FOR UNDER THIS SUBSECTION, THE TENANT SHALL BE**
34 **DEEMED TO HAVE VACATED THE LEASED PREMISES:**

1 **1. IF NOTICE IS DELIVERED BY FIRST-CLASS MAIL, ON**
2 **THE DATE THE NOTICE WAS POSTMARKED; OR**

3 **2. IF NOTICE IS HAND DELIVERED, ON THE DATE THE**
4 **NOTICE WAS HAND DELIVERED TO THE LANDLORD.**

5 **(IV) A TENANT WHO VACATES THE LEASED PREMISES EARLIER**
6 **THAN 30 DAYS AFTER THE DATE THE TENANT PROVIDED WRITTEN NOTICE OF AN**
7 **INTENT TO VACATE OR WHO FAILS TO PROVIDE THE WRITTEN NOTICE REQUIRED**
8 **UNDER THIS PARAGRAPH SHALL BE RESPONSIBLE FOR THE MAXIMUM RENT**
9 **REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.**

10 (d) If a tenant does not vacate the leased premises within 30 days of providing to
11 the landlord the written notice required under § 8-5A-03 [or], § 8-5A-04, **OR § 8-5A-05**
12 of this subtitle, the landlord is, at the landlord's option and with written notice to the
13 tenant, entitled to:

14 (1) All legal remedies against a tenant holding over available under §
15 8-402 of this title; or

16 (2) Deem the tenant's notice of an intent to vacate to have been rescinded
17 and the terms of the original lease to be in full force and effect.

18 (e) The termination of a tenant's future liability under a residential lease under
19 this section does not terminate or in any other way impact the future liability of a tenant
20 who is the respondent in the action that results in:

21 (1) A protective order issued for the benefit of the victim tenant or victim
22 legal occupant under § 4-506 of the Family Law Article; or

23 (2) A peace order issued for the benefit of the victim tenant or victim legal
24 occupant for which the underlying act was sexual assault **OR STALKING** under § 3-1505 of
25 the Courts Article.

26 8-5A-03.

27 (a) If a tenant or legal occupant is a victim of domestic violence, the tenant may
28 terminate the tenant's future liability under a residential lease under § 8-5A-02 of this
29 subtitle if the tenant provides the landlord with written notice by first-class mail or hand
30 delivery of an intent to vacate the premises and notice of the tenant's or legal occupant's
31 status as a victim of domestic violence.

32 (b) The notice provided under subsection (a) of this section shall include **[a]**:

1 **(1)** A copy of a protective order issued for the benefit of the tenant or legal
2 occupant under § 4–506 of the Family Law Article; **OR**

3 **(2)** A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED
4 **THAT:**

5 **(I)** THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED
6 **PERPETRATOR IS REDACTED; AND**

7 **(II)** THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY
8 **WITHIN THE PRECEDING 60 DAYS.**

9 8–5A–04.

10 (a) If a tenant or legal occupant is a victim of sexual assault, the tenant may
11 terminate the tenant’s future liability under a residential lease under § 8–5A–02 of this
12 subtitle if the tenant provides the landlord with written notice by first–class mail or hand
13 delivery of an intent to vacate the leased premises, including the tenant’s or legal occupant’s
14 status as a victim of sexual assault.

15 (b) The notice provided under subsection (a) of this section shall include:

16 (1) A copy of a protective order issued for the benefit of the tenant or legal
17 occupant under § 4–506 of the Family Law Article; [or]

18 (2) A copy of a peace order issued for the benefit of the tenant or legal
19 occupant for which the underlying act was sexual assault under § 3–1505 of the Courts
20 Article; **OR**

21 **(3)** A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED
22 **THAT:**

23 **(I)** THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED
24 **PERPETRATOR IS REDACTED; AND**

25 **(II)** THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY
26 **WITHIN THE PRECEDING 60 DAYS.**

27 8–5A–05.

28 **(A)** IF A TENANT OR LEGAL OCCUPANT IS A VICTIM OF STALKING, THE
29 TENANT MAY TERMINATE THE TENANT’S FUTURE LIABILITY UNDER A RESIDENTIAL
30 LEASE UNDER § 8–5A–02 OF THIS SUBTITLE IF THE TENANT PROVIDES THE
31 LANDLORD WITH WRITTEN NOTICE BY FIRST–CLASS MAIL OR HAND DELIVERY OF AN

1 INTENT TO VACATE THE LEASED PREMISES, INCLUDING THE TENANT'S OR LEGAL
2 OCCUPANT'S STATUS AS A VICTIM OF STALKING.

3 (B) THE NOTICE PROVIDED UNDER SUBSECTION (A) OF THIS SECTION
4 SHALL INCLUDE:

5 (1) A COPY OF A PROTECTIVE ORDER ISSUED FOR THE BENEFIT OF
6 THE TENANT OR LEGAL OCCUPANT UNDER § 4-506 OF THE FAMILY LAW ARTICLE;

7 (2) A COPY OF A PEACE ORDER ISSUED FOR THE BENEFIT OF THE
8 TENANT OR LEGAL OCCUPANT FOR WHICH THE UNDERLYING ACT WAS STALKING
9 UNDER § 3-1505 OF THE COURTS ARTICLE; OR

10 (3) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED
11 THAT:

12 (I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED
13 PERPETRATOR IS REDACTED; AND

14 (II) THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY
15 WITHIN THE PRECEDING 60 DAYS.

16 [8-5A-05.] **8-5A-06.**

17 (a) This section applies to an action for possession of property under § 8-402.1 of
18 this title against a tenant or legal occupant who is a victim of domestic violence [or], a
19 victim of sexual assault, **OR A VICTIM OF STALKING** in which the basis for the alleged
20 breach is an act or acts of domestic violence [or], sexual assault, **OR STALKING**.

21 (b) (1) A tenant is deemed to have raised a rebuttable presumption that the
22 alleged breach of the lease does not warrant an eviction if the tenant provides to the court:

23 (i) A copy of a protective order issued for the benefit of the tenant or
24 legal occupant under § 4-506 of the Family Law Article; [or]

25 (ii) A copy of a peace order issued for the benefit of the tenant or legal
26 occupant for which the underlying act was sexual assault **OR STALKING** under § 3-1505 of
27 the Courts Article; **OR**

28 (III) **A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED THAT:**

29 ~~(1)~~ **1.** THE NAME AND PHYSICAL DESCRIPTION OF THE
30 ALLEGED PERPETRATOR IS REDACTED; AND

1 ~~(2)~~ **2. THE ALLEGED BREACH OF THE LEASE**
2 **OCCURRED WITHIN 60 DAYS OF THE DAY THE REPORT WAS SIGNED BY THE**
3 **QUALIFIED THIRD PARTY.**

4 (2) If domestic violence [or], sexual assault, **OR STALKING** is raised as a
5 defense in an action for possession of property under § 8–402.1 of this title, the court, in its
6 discretion, may enter a judgment in favor of a tenant who does not provide the evidence
7 described in paragraph (1) of this subsection.

8 ~~[8–5A–06.] 8–5A–07.~~

9 (a) A person who is a victim of domestic violence [or], a victim of sexual assault,
10 **OR A VICTIM OF STALKING** and who is a tenant under a residential lease may provide to
11 the landlord a written request to change the locks of the leased premises if the protective
12 order or peace order issued for the benefit of the tenant or legal occupant requires the
13 respondent to refrain from entering or to vacate the residence of the tenant or legal
14 occupant.

15 (b) The written request provided under subsection (a) of this section shall include:

16 (1) A copy of a protective order issued for the benefit of the tenant or legal
17 occupant under § 4–506 of the Family Law Article; or

18 (2) A copy of a peace order issued for the benefit of the tenant or legal
19 occupant for which the underlying act was sexual assault **OR STALKING** under § 3–1505 of
20 the Courts Article.

21 (c) (1) The landlord shall change the locks on the leased premises by the close
22 of the next business day after receiving a written request under subsection (a) of this
23 section.

24 (2) If the landlord fails to change the locks as required under paragraph (1)
25 of this subsection, the tenant:

26 (i) May have the locks changed by a certified locksmith on the leased
27 premises without permission from the landlord; and

28 (ii) Shall give a duplicate key to the landlord or the landlord's agent
29 by the close of the next business day after the lock change.

30 (d) If a landlord changes the locks on a tenant's leased premises under subsection
31 (c) of this section, the landlord:

32 (1) Shall provide a copy of the new key to the tenant who made the request
33 for the change of locks at a mutually agreed time not to exceed 48 hours following the lock
34 change; and

1 (2) May charge a fee to the tenant not exceeding the reasonable cost of
2 changing the locks.

3 (e) (1) If a landlord charges a fee to the tenant for changing the locks on a
4 tenant's leased premises under subsection (d) of this section, the tenant shall pay the fee
5 within 45 days of the date the locks are changed.

6 (2) If a tenant does not pay a fee as required under paragraph (1) of this
7 subsection, the landlord may:

8 (i) Charge the fee as additional rent; or

9 (ii) Withhold the amount of the fee from the tenant's security
10 deposit.

11 **8-5A-08.**

12 **A LANDLORD MAY NOT DISCLOSE ANY INFORMATION PROVIDED BY A TENANT**
13 **UNDER THIS SUBTITLE TO A THIRD PARTY UNLESS:**

14 **(1) THE TENANT CONSENTS IN WRITING TO THE DISCLOSURE; OR**

15 **(2) THE DISCLOSURE IS REQUIRED BY LAW OR A COURT ORDER.**

16 SECTION 4. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall be
17 construed to apply only prospectively and may not be applied or interpreted to have any
18 effect on or application to any lease entered into before the effective date of this Act.

19 SECTION 5. AND BE IT FURTHER ENACTED, That this Act shall take effect
20 October 1, 2020.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.