

HOUSE BILL 50

N1

(PRE-FILED)

11r0345
CF 11r2052

By: **Delegate Stewart**

Requested: September 1, 2020

Introduced and read first time: January 13, 2021

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant – Residential Leases – Tenant Rights and Protections**
3 **(Tenant Protection Act of 2021)**

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; requiring that a certain statement that a landlord must
12 provide to a tenant if a portion of the security deposit is withheld include, where
13 practicable, supporting documentation containing certain information; providing
14 that a tenant organization has the right of free assembly in certain areas within an
15 apartment facility during reasonable hours and on reasonable notice to a landlord;
16 authorizing a landlord to impose certain conditions on the use of certain areas within
17 an apartment facility for meetings; requiring a tenant organization to provide certain
18 information to a landlord; preventing a landlord from charging a tenant organization
19 for the use of certain areas within an apartment facility for the first meeting of the
20 tenant organization each month; limiting the fees that a landlord may charge for the
21 use of certain areas by a tenant organization; expanding certain provisions of law
22 regarding the rights of tenants and legal occupants who are victims of domestic
23 violence or sexual assault to include certain victims of stalking; altering the
24 calculation of the rent for which a tenant who vacates leased premises under certain
25 provisions of law is responsible; requiring a certain tenant to provide a certain notice
26 if the tenant vacates the leased premises within a certain period of time; authorizing
27 a landlord to take certain actions against a certain tenant who does not vacate the
28 leased premises within a certain period of time; requiring a landlord to inspect the
29 leased premises and provide the tenant with a certain written statement under
30 certain circumstances; authorizing a certain report by a qualified third party to be

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 used as documentation that a tenant or legal occupant is a victim of sexual assault,
 2 domestic violence, or stalking for purposes of certain provisions of law; prohibiting a
 3 landlord from disclosing certain information to a third party except under certain
 4 circumstances; providing that certain local laws and ordinances supersede certain
 5 provisions of this Act; providing for the application of a certain provision of this Act;
 6 defining certain terms; making stylistic and clarifying changes; and generally
 7 relating to rights and protections for residential tenants.

8 BY renumbering

9 Article – Real Property

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

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

12 Annotated Code of Maryland

13 (2015 Replacement Volume and 2020 Supplement)

14 BY repealing and reenacting, with amendments,

15 Article – Real Property

16 Section 8–203(g), (h), and (i)(7) and 8–5A–01 through 8–5A–06

17 Annotated Code of Maryland

18 (2015 Replacement Volume and 2020 Supplement)

19 BY adding to

20 Article – Real Property

21 Section 8–203(j), 8–212.4, 8–218, 8–5A–05, and 8–5A–08

22 Annotated Code of Maryland

23 (2015 Replacement Volume and 2020 Supplement)

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

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

30 **Article – Real Property**

31 **8–212.4.**

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

34 **(2) “DWELLING UNIT” MEANS THAT PORTION OF A BUILDING THAT IS**
 35 **DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE**
 36 **BY ONE OR MORE PERSONS, INCLUDING A RENTED ROOM IN A SINGLE–FAMILY**
 37 **HOUSE.**

1 **(3) “LANDLORD” MEANS:**

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

4 **(II) A PERSON ACTING ON BEHALF OF A LANDLORD.**

5 **(4) “MASTER METER” MEANS A METER USED TO MEASURE, FOR**
6 **BILLING PURPOSES, ALL USAGE OF A PARTICULAR UTILITY FOR A LANDLORD’S**
7 **RESIDENTIAL RENTAL PROPERTY, INCLUDING USAGE FOR COMMON ELEMENTS OF**
8 **THE RESIDENTIAL RENTAL PROPERTY AND DWELLING UNITS.**

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

13 **(6) “UTILITY” MEANS:**

14 **(I) ELECTRICITY USAGE;**

15 **(II) GAS USAGE;**

16 **(III) WASTEWATER AND SEWAGE USAGE; OR**

17 **(IV) WATER CONSUMPTION OR USAGE.**

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

19 **(1) A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF THIS ARTICLE;**
20 **OR**

21 **(2) A COOPERATIVE PROJECT ORGANIZED UNDER TITLE 5, SUBTITLE**
22 **6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.**

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

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

1 (II) A STATEMENT THAT IDENTIFIES THE ELEMENTS THAT
2 COMPOSE THE LANDLORD'S UTILITY CHARGES TO BE ALLOCATED TO THE TENANTS
3 UNDER THE RATIO UTILITY BILLING SYSTEM, BY UTILITY;

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

6 (IV) A STATEMENT THAT ANY DISPUTES RELATING TO THE
7 COMPUTATION OF THE TENANT'S BILL ARE BETWEEN THE TENANT AND THE
8 LANDLORD;

9 (V) THE AVERAGE MONTHLY BILL FOR ALL DWELLING UNITS IN
10 THE RESIDENTIAL RENTAL PROPERTY IN THE PREVIOUS CALENDAR YEAR, BY
11 UTILITY;

12 (VI) INFORMATION REGARDING BILLING, INCLUDING METER
13 READING DATES, BILLING DATES, AND DUE DATES, BY UTILITY;

14 (VII) A STATEMENT THAT THE TENANT HAS THE RIGHT TO
15 RECEIVE INFORMATION FROM THE LANDLORD TO VERIFY THE UTILITY BILL ON
16 WRITTEN REQUEST;

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

20 (IX) A CITATION TO THIS SECTION.

21 (2) A LEASE PROVISION THAT REQUIRES A TENANT TO PAY THE
22 UTILITY CHARGES BILLED TO THE TENANT UNDER A RATIO UTILITY BILLING SYSTEM
23 SHALL BE UNENFORCEABLE IF THE LANDLORD FAILS TO PROVIDE THE
24 INFORMATION REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE
25 TENANT IN WRITING.

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

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

31 (I) THE INFORMATION A LANDLORD IS REQUIRED TO PROVIDE

1 TO A TENANT;

2 (II) DISCLOSURE REQUIREMENTS; AND

3 (III) DOCUMENT RETENTION POLICIES.

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

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

8 Article – Real Property

9 8–203.

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

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

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

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

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

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

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

1 damages is forfeited.

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

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

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

12 **(J) A STATEMENT OF COSTS PROVIDED UNDER SUBSECTION (G)(1),**
13 **(H)(2)(III), OR (I)(7) OF THIS SECTION SHALL, WHERE PRACTICABLE, INCLUDE**
14 **SUPPORTING DOCUMENTATION, INCLUDING BILLS, INVOICES, AND RECEIPTS, THAT**
15 **IDENTIFIES THE MATERIALS OR SERVICES PROVIDED.**

16 **8-218.**

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

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

23 **(II) "APARTMENT FACILITY" DOES NOT INCLUDE:**

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

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

28 **3. A COOPERATIVE PROJECT ORGANIZED UNDER TITLE**
29 **5, SUBTITLE 6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.**

30 **(3) "DWELLING UNIT" MEANS THAT PORTION OF A BUILDING THAT IS**
31 **DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE**
32 **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 A MEETING ROOM WITHIN AN APARTMENT FACILITY DESIGNATED FOR**
12 **USE BY TENANTS FOR EVENTS AND COMMUNITY GATHERINGS DURING REASONABLE**
13 **HOURS AND ON REASONABLE NOTICE TO THE LANDLORD TO CONDUCT TENANT**
14 **ORGANIZATION MEETINGS.**

15 **(2) (I) THE LANDLORD MAY IMPOSE REASONABLE TERMS AND**
16 **CONDITIONS ON THE USE OF A MEETING ROOM, PROVIDED THAT THE TERMS AND**
17 **CONDITIONS DO NOT UNDERMINE THE PURPOSES OF THIS SECTION.**

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

22 **(3) A TENANT ORGANIZATION SHALL:**

23 **(I) DESIGNATE AT LEAST TWO BUT NOT MORE THAN FIVE**
24 **MEMBERS WHO ARE AUTHORIZED TO SCHEDULE USE OF A MEETING ROOM ON**
25 **BEHALF OF THE TENANT ORGANIZATION; AND**

26 **(II) PROVIDE WRITTEN NOTIFICATION TO THE LANDLORD OF**
27 **THE DESIGNEES AT LEAST ONCE PER YEAR.**

28 **(C) (1) A LANDLORD MAY NOT CHARGE A TENANT ORGANIZATION A FEE**
29 **FOR THE USE OF A MEETING ROOM FOR THE FIRST MEETING OF THE TENANT**
30 **ORGANIZATION EACH MONTH.**

31 **(2) A LANDLORD MAY CHARGE A REASONABLE FEE FOR ALL OTHER**
32 **USES OF A MEETING ROOM BY THE TENANT ORGANIZATION WITHIN THE SAME**

1 MONTH PROVIDED THAT THE FEE DOES NOT EXCEED THE REGULAR SCHEDULE OF
2 FEES FOR THE SPACE CHARGED TO OTHER GROUPS.

3 8-5A-01.

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

5 (b) "Legal occupant" means an occupant who resides on the premises with the
6 actual knowledge and permission of the landlord.

7 (c) "Offender" means a person who commits an act of domestic violence or
8 commits a sexual assault offense.

9 (d) "Peace order" means an enforceable final peace order.

10 (e) "Protective order" means an enforceable final protective order.

11 (F) **"QUALIFIED THIRD PARTY" MEANS:**

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

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

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

18 (G) **"REPORT BY A QUALIFIED THIRD PARTY" MEANS A REPORT BASED ON**
19 **INFORMATION RECEIVED BY A QUALIFIED THIRD PARTY WHILE ACTING IN A**
20 **PROFESSIONAL CAPACITY THAT:**

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

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

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

26 (II) **A STATEMENT THAT THE TENANT OR LEGAL OCCUPANT IS A**
27 **VICTIM OF DOMESTIC VIOLENCE, A VICTIM OF SEXUAL ASSAULT, OR A VICTIM OF**
28 **STALKING;**

29 (III) **THE DATE, TIME, LOCATION, AND A BRIEF DESCRIPTION OF**

1 THE INCIDENT;

2 (IV) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED
3 PERPETRATOR, IF KNOWN;

4 (V) THE NAME AND ADDRESS OF THE EMPLOYER OF THE
5 QUALIFIED THIRD PARTY;

6 (VI) THE LICENSING ENTITY AND LICENSE NUMBER OF THE
7 QUALIFIED THIRD PARTY, IF THE QUALIFIED THIRD PARTY IS REQUIRED TO BE
8 LICENSED; AND

9 (VII) THE SIGNATURE OF THE QUALIFIED THIRD PARTY, UNDER
10 SEAL OF A NOTARY PUBLIC; AND

11 (3) IS SIGNED AND ACKNOWLEDGED BY THE TENANT OR LEGAL
12 OCCUPANT UNDER PENALTY OF PERJURY.

13 [(f)] (H) "Victim of domestic violence" means a person who is:

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

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

18 [(g)] (I) "Victim of sexual assault" means a person who is a victim of:

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

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

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

23 (J) "VICTIM OF STALKING" MEANS A PERSON WHO IS A VICTIM OF STALKING
24 UNDER § 3–802 OF THE CRIMINAL LAW ARTICLE.

25 8–5A–02.

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

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

1 (2) A victim of sexual assault; OR

2 (3) A VICTIM OF STALKING.

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

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

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

18 (II) ON RECEIVING A NOTICE IDENTIFIED IN SUBPARAGRAPH (I)
19 OF THIS PARAGRAPH, A LANDLORD SHALL INSPECT THE LEASED PREMISES AND, IF
20 THE TENANT HAS VACATED THE LEASED PREMISES, PROVIDE THE TENANT WITH A
21 WRITTEN STATEMENT THAT:

22 1. CONFIRMS THE TENANT HAS VACATED THE LEASED
23 PREMISES;

24 2. STATES THE RENT THAT THE TENANT IS
25 RESPONSIBLE FOR UNDER THIS SUBSECTION; AND

26 3. STATES THE AMOUNT OF RENT STILL OWED BY THE
27 TENANT OR THE AMOUNT OF ANY OVERPAYMENT OF RENT TO BE REFUNDED.

28 (III) FOR THE PURPOSE OF CALCULATING THE RENT THAT A
29 TENANT IS RESPONSIBLE FOR UNDER THIS SUBSECTION, THE TENANT SHALL BE
30 DEEMED TO HAVE VACATED THE LEASED PREMISES:

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

33 2. IF NOTICE IS HAND DELIVERED, ON THE DATE THE

1 NOTICE WAS HAND DELIVERED TO THE LANDLORD.

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

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

11 (1) All legal remedies against a tenant holding over available under §
12 8-402 of this title; or

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

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

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

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

23 8-5A-03.

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

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

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

32 (2) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED
33 THAT:

1 **(I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**
2 **PERPETRATOR IS REDACTED; AND**

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

5 **8-5A-04.**

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

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

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

14 (2) A copy of a peace order issued for the benefit of the tenant or legal
15 occupant for which the underlying act was sexual assault under § 3-1505 of the Courts
16 Article; OR

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

19 **(I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**
20 **PERPETRATOR IS REDACTED; AND**

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

23 **8-5A-05.**

24 **(A) IF A TENANT OR LEGAL OCCUPANT IS A VICTIM OF STALKING, THE**
25 **TENANT MAY TERMINATE THE TENANT'S FUTURE LIABILITY UNDER A RESIDENTIAL**
26 **LEASE UNDER § 8-5A-02 OF THIS SUBTITLE IF THE TENANT PROVIDES THE**
27 **LANDLORD WITH WRITTEN NOTICE BY FIRST-CLASS MAIL OR HAND DELIVERY OF AN**
28 **INTENT TO VACATE THE LEASED PREMISES, INCLUDING THE TENANT'S OR LEGAL**
29 **OCCUPANT'S STATUS AS A VICTIM OF STALKING.**

30 **(B) THE NOTICE PROVIDED UNDER SUBSECTION (A) OF THIS SECTION**
31 **SHALL INCLUDE:**

32 **(1) A COPY OF A PROTECTIVE ORDER ISSUED FOR THE BENEFIT OF**

1 THE TENANT OR LEGAL OCCUPANT UNDER § 4-506 OF THE FAMILY LAW ARTICLE;

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

5 (3) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED
6 THAT:

7 (I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED
8 PERPETRATOR IS REDACTED; AND

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

11 [~~8-5A-05.~~] ~~8-5A-06.~~

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

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

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

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

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

24 1. THE NAME AND PHYSICAL DESCRIPTION OF THE
25 ALLEGED PERPETRATOR IS REDACTED; AND

26 2. THE ALLEGED BREACH OF THE LEASE OCCURRED
27 WITHIN 60 DAYS OF THE DAY THE REPORT WAS SIGNED BY THE QUALIFIED THIRD
28 PARTY.

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

1 ~~[8-5A-06.]~~ **8-5A-07.**

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

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

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

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

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

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

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

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

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

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

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

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

33 (2) If a tenant does not pay a fee as required under paragraph (1) of this

1 subsection, the landlord may:

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

3 (ii) Withhold the amount of the fee from the tenant's security
4 deposit.

5 ~~8-5A-08.~~

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

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

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

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

13 SECTION 5. AND BE IT FURTHER ENACTED, That this Act shall take effect June
14 1, 2021.