

HOUSE BILL 1201

N1

11r2911

By: **Delegate Conaway**

Introduced and read first time: February 8, 2021

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property – Residential Lease Provisions – Responsibility of Tenant for**
3 **Maintenance and Repair**

4 FOR the purpose of requiring, under certain circumstances, that a residential lease include
5 certain provisions regarding the obligation of a tenant to maintain and repair a
6 heating unit or an air conditioning unit on the premises as well as a space for the
7 tenant to acknowledge the obligations in a certain manner; and generally relating to
8 required provisions of residential leases.

9 BY repealing and reenacting, without amendments,
10 Article – Real Property
11 Section 8–208(a) and (b)
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 8–208(c)
17 Annotated Code of Maryland
18 (2015 Replacement Volume and 2020 Supplement)

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

21 **Article – Real Property**

22 8–208.

23 (a) (1) On or after October 1, 1999, any landlord who offers 5 or more dwelling
24 units for rent in the State may not rent a residential dwelling unit without using a written
25 lease.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (2) If a landlord fails to comply with paragraph (1) of this subsection, the
2 term of the tenancy is presumed to be 1 year from the date of the tenant's first occupancy
3 unless the tenant elects to end the tenancy at an earlier date by giving 1 month's written
4 notice.

5 (b) A landlord who rents using a written lease shall provide, upon written request
6 from any prospective applicant for a lease, a copy of the proposed form of lease in writing,
7 complete in every material detail, except for the date, the name and address of the tenant,
8 the designation of the premises, and the rental rate without requiring execution of the lease
9 or any prior deposit.

10 (c) A lease shall include:

11 (1) A statement that the premises will be made available in a condition
12 permitting habitation, with reasonable safety, if that is the agreement, or if that is not the
13 agreement, a statement of the agreement concerning the condition of the premises;

14 (2) The landlord's and the tenant's specific obligations as to heat, gas,
15 electricity, water, and repair of the premises, **INCLUDING A STATEMENT REGARDING**
16 **THE OBLIGATION, IF ANY, OF THE TENANT TO MAINTAIN OR REPAIR A HEATING UNIT**
17 **OR AN AIR CONDITIONING UNIT ON THE PREMISES AND A SPACE FOR THE TENANT**
18 **TO ACKNOWLEDGE THE SPECIFIC OBLIGATION WITH THE TENANT'S INITIALS;** and

19 (3) A receipt for the security deposit as specified in § 8-203.1 of this
20 subtitle.

21 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
22 October 1, 2021.