

# HOUSE BILL 1312

N1, D1

EMERGENCY BILL

1lr1431  
CF SB 910

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By: **Delegate Wilkins**

Introduced and read first time: February 8, 2021

Assigned to: Judiciary and Environment and Transportation

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## A BILL ENTITLED

1 AN ACT concerning

2 **COVID-19 Eviction and Housing Relief Act of 2021**

3 FOR the purpose of requiring the Department of Housing and Community Development,  
4 in consultation with the Maryland Judiciary and local sheriffs and constables, to  
5 collect, maintain, and provide certain access to certain information on eviction  
6 actions; requiring certain local sheriffs and constables to compile certain information  
7 in a certain manner designated by the Department and to report the information to  
8 the Department monthly; requiring a sheriff or constable to provide notice of a  
9 residential eviction and a rescheduled residential eviction in a certain manner;  
10 requiring a certain notice of eviction to contain certain information and to conform  
11 to a certain format; establishing the Maryland Rent Relief Fund as a special,  
12 nonlapsing fund; specifying the purpose of the Fund; requiring the Department to  
13 administer the Fund; requiring the State Treasurer to hold the Fund and the  
14 Comptroller to account for the Fund; specifying the contents of the Fund; specifying  
15 the purpose for which the Fund may be used; providing for the investment of money  
16 in and expenditures from the Fund; requiring the Department, in consultation with  
17 the Judiciary and appropriate stakeholders, to collect and compile information on  
18 the legal rights of certain tenants and landlords in certain eviction proceedings;  
19 requiring the Department to update and post certain information on residential  
20 evictions on the Department's website in a certain manner, and to distribute the  
21 information to certain individuals; requiring the Department to create a certain  
22 document; requiring the Judiciary to post certain information on its website in a  
23 certain manner on the legal rights of certain tenants and landlords in an eviction  
24 proceeding; requiring a residential landlord to provide a current or prospective  
25 tenant with a certain document when the landlord executes or renews a residential  
26 lease and to submit an affidavit attesting that the tenant was provided with the  
27 document when filing a complaint with the District Court; creating a moratorium on  
28 all residential evictions; authorizing a court to order the immediate restoration of a  
29 tenant's quiet enjoyment of a residential property under certain circumstances;  
30 prohibiting a landlord from evicting a tenant from leased premises in the absence of  
31 just cause under certain circumstances; specifying the circumstances under which

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 just cause exists in certain actions to evict; authorizing a landlord to evict a tenant  
2 only after providing certain notice under certain circumstances; requiring a landlord  
3 to plead and prove certain facts concerning just cause under certain circumstances;  
4 authorizing a certain tenant to raise substantial loss of income as an affirmative  
5 defense in an eviction proceeding during a certain period of time; prohibiting a court  
6 from giving any judgment for possession or repossession, or warrant for restitution  
7 of possession or repossession of residential property if the tenant can demonstrate to  
8 the court, through documentation or other objectively verifiable means, certain  
9 showings; specifying that a certain affirmative defense does not relieve an individual  
10 of an obligation to make payments or to comply with other obligations that the  
11 individual may have under a residential lease; prohibiting a landlord from filing a  
12 complaint with the District Court to initiate an eviction proceeding if the tenant owes  
13 less than a certain amount of unpaid rent; requiring a landlord to comply with a  
14 certain provision before the landlord may file a complaint for failure to pay rent;  
15 requiring that a landlord plead certain facts in a complaint for failure to pay rent in  
16 the District Court under certain circumstances; requiring a landlord to deliver to a  
17 tenant a certain written notice in a certain manner before the landlord may file a  
18 complaint for failure to pay rent; specifying the content and the format of a certain  
19 notice; requiring a landlord to make certain affirmative, good faith efforts during a  
20 certain period of time following delivery of a certain notice by the landlord to a  
21 tenant; requiring a landlord to conclude certain efforts before the landlord may file  
22 a certain complaint; specifying the contents of a certain form that a landlord is  
23 required to submit to the District Court when the landlord files a certain complaint;  
24 authorizing a tenant to challenge the contents of a certain statement made by a  
25 landlord and authorizing the court to dismiss the landlord's complaint under certain  
26 circumstances; prohibiting a judgment of possession issued against a tenant during  
27 the pendency of a certain proclamation from being applied to the number of  
28 judgments necessary to foreclose a tenant's right to redemption; requiring a certain  
29 document containing certain information collected by the Department, in  
30 consultation with the Judiciary and appropriate stakeholders, to contain references  
31 to certain orders that offer COVID-19 specific eviction prevention protections;  
32 defining certain terms; providing for the construction of this Act; providing for the  
33 effective dates of certain provisions of this Act; providing for the termination of  
34 certain provisions of this Act; making this Act an emergency measure; and generally  
35 relating to residential evictions.

36 BY adding to

37 Article – Housing and Community Development  
38 Section 2-302; and 12-801 through 12-805 to be under the new subtitle “Subtitle 8.  
39 Maryland Rent Relief Fund”  
40 Annotated Code of Maryland  
41 (2019 Replacement Volume and 2020 Supplement)

42 BY adding to

43 Article – Real Property  
44 Section 7-114, 8-401(b-2), 8-406, 8-407, and 8A-1101(c)  
45 Annotated Code of Maryland

1 (2015 Replacement Volume and 2020 Supplement)

2 BY repealing and reenacting, with amendments,  
3 Article – Real Property  
4 Section 8–401(a), (b)(1), and (e)  
5 Annotated Code of Maryland  
6 (2015 Replacement Volume and 2020 Supplement)

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

9 **Article – Housing and Community Development**

10 **2–302.**

11 (A) IN THIS SECTION, “EVICION DATA” MEANS THE FOLLOWING  
12 INFORMATION RELATED TO EACH WARRANT OF RESTITUTION OR WRIT OF  
13 POSSESSION ISSUED IN ACCORDANCE WITH A JUDGMENT FOR POSSESSION OF  
14 RESIDENTIAL PROPERTY ENTERED UNDER TITLE 7, SUBTITLE 1 OR § 8–401, §  
15 8–402, § 8–402.1, § 8–402.2, OR § 14–132 OF THE REAL PROPERTY ARTICLE:

16 (1) THE ZIP CODE AND CENSUS TRACT OF THE SUBJECT PREMISES;

17 (2) THE DATE OF EXECUTION OF THE WARRANT OR WRIT; AND

18 (3) THE TYPE OF ACTION FROM WHICH THE WARRANT OR WRIT WAS  
19 ISSUED.

20 (B) (1) THE DEPARTMENT, IN CONSULTATION WITH THE MARYLAND  
21 JUDICIARY AND THE LOCAL SHERIFFS AND CONSTABLES CHARGED WITH THE  
22 EXECUTION OF A WARRANT OF RESTITUTION OR A WRIT OF POSSESSION ON A  
23 RESIDENTIAL REAL PROPERTY, SHALL COLLECT, COMPILE, MAINTAIN, AND  
24 PUBLISH ON THE DEPARTMENT’S WEBSITE, EVICION DATA.

25 (2) THE DEPARTMENT SHALL:

26 (I) ORGANIZE, FORMAT, AND MAKE THE EVICION DATA  
27 AVAILABLE FOR DOWNLOAD IN OPEN DATA SETS THAT ALLOW AUTOMATED  
28 SEARCHING, SPATIAL ANALYSIS, VISUALIZATIONS, AND PROCESSING; AND

29 (II) WITHIN 21 DAYS FOLLOWING THE END OF EACH MONTH,  
30 PUBLISH MONTHLY EVICION DATA ON ITS WEBSITE.

31 (C) A LOCAL SHERIFF OR CONSTABLE WHO IS CHARGED WITH THE

1 EXECUTION OF WARRANTS OF RESTITUTION OR WRITS OF POSSESSION SHALL:

2 (1) COMPILE EVICTION DATA IN A METHOD AND FORMAT  
3 DESIGNATED BY THE DEPARTMENT; AND

4 (2) REPORT EVICTION DATA MONTHLY TO THE DEPARTMENT WITHIN  
5 5 BUSINESS DAYS AFTER THE END OF A MONTH.

6 Article – Real Property

7 7–114.

8 (A) (1) A SHERIFF OR CONSTABLE SHALL PROVIDE WRITTEN NOTICE OF  
9 AN EVICTION TO A RESIDENT AT LEAST 48 HOURS BEFORE THE SHERIFF OR  
10 CONSTABLE EXECUTES A WRIT OF POSSESSION FOR RESIDENTIAL PROPERTY UNDER  
11 THIS SUBTITLE.

12 (2) IF THE DATE OF EVICTION IS RESCHEDULED, THE SHERIFF OR  
13 CONSTABLE SHALL PROVIDE WRITTEN NOTICE OF THE RESCHEDULED EVICTION  
14 DATE TO THE RESIDENT AT LEAST 48 HOURS BEFORE THE SHERIFF OR CONSTABLE  
15 EXECUTES THE WRIT OF POSSESSION.

16 (B) THE NOTICE OF EVICTION SHALL STATE THE DATE OF THE EVICTION.

17 (C) A SHERIFF OR CONSTABLE SHALL PROVIDE NOTICE UNDER THIS  
18 SUBSECTION BY POSTING A WRITTEN NOTICE ON THE FRONT DOOR OF THE  
19 PREMISES DESCRIBED IN THE WRIT.

20 (D) THE NOTICE REQUIRED UNDER THE SECTION SHALL:

21 (1) BE IN SUBSTANTIALLY THE FOLLOWING FORM:

22 “IMPORTANT NOTICE ABOUT EVICTION

23 THE SHERIFF OR CONSTABLE WILL EXECUTE A WRIT OF POSSESSION AT (ADDRESS).  
24 THE EVICTION WILL OCCUR ON (DATE). IF YOU ARE CURRENTLY RESIDING IN THE  
25 PROPERTY, YOU MUST IMMEDIATELY VACATE THE PROPERTY OR YOU WILL BE  
26 EVICTED.”;

27 (2) BE A SEPARATE DOCUMENT;

28 (3) BEAR THE EMBLEM OF THE SHERIFF’S OR CONSTABLE’S OFFICE;  
29 AND

1           **(4) BE PRINTED IN AT LEAST 12 POINT TYPE.**

2 **8-406.**

3           **(A) (1) A SHERIFF OR CONSTABLE SHALL PROVIDE NOTICE OF AN**  
4 **EVICITION TO A TENANT, AN ASSIGNEE, OR A SUBTENANT AT LEAST 48 HOURS**  
5 **BEFORE THE SHERIFF OR CONSTABLE EXECUTES A WARRANT OF RESTITUTION FOR**  
6 **RESIDENTIAL PROPERTY UNDER THIS SUBTITLE.**

7           **(2) IF THE DATE OF EVICITION IS RESCHEDULED, THE SHERIFF OR**  
8 **CONSTABLE SHALL PROVIDE NOTICE OF THE RESCHEDULED EVICITION DATE TO THE**  
9 **TENANT, ASSIGNEE, OR SUBTENANT AT LEAST 48 HOURS BEFORE THE SHERIFF OR**  
10 **CONSTABLE EXECUTES THE WARRANT OF RESTITUTION FOR RESIDENTIAL**  
11 **PROPERTY.**

12           **(B) THE NOTICE OF EVICITION SHALL STATE THE DATE OF THE EVICITION.**

13           **(C) A SHERIFF OR CONSTABLE SHALL PROVIDE NOTICE UNDER THIS**  
14 **SUBSECTION BY POSTING A WRITTEN NOTICE ON THE FRONT DOOR OF THE LEASED**  
15 **PREMISES DESCRIBED IN THE WARRANT.**

16           **(D) THE NOTICE REQUIRED UNDER THIS SECTION SHALL:**

17           **(1) BE WRITTEN IN SUBSTANTIALLY THE FOLLOWING FORM:**

18 **“IMPORTANT NOTICE ABOUT EVICITION**

19 **THE SHERIFF OR CONSTABLE WILL EXECUTE A WARRANT OF RESTITUTION AT**  
20 **(ADDRESS). THE EVICITION WILL OCCUR ON (DATE). IF YOU ARE CURRENTLY**  
21 **RESIDING IN THE PROPERTY, YOU MUST IMMEDIATELY VACATE THE PROPERTY OR**  
22 **YOU WILL BE EVICTED.”;**

23           **(2) BE A SEPARATE DOCUMENT;**

24           **(3) BEAR THE EMBLEM OF THE SHERIFF’S OR CONSTABLE’S OFFICE;**

25 **AND**

26           **(4) BE PRINTED IN AT LEAST 12 POINT TYPE.**

27 **8A-1101.**

28           **(C) (1) (I) A SHERIFF OR CONSTABLE MUST PROVIDE NOTICE OF AN**  
29 **EVICITION TO A RESIDENT AT LEAST 48 HOURS BEFORE THE SHERIFF OR CONSTABLE**  
30 **EXECUTES A WARRANT OF RESTITUTION FOR RESIDENTIAL PROPERTY UNDER THIS**

1 SUBTITLE.

2 (II) IF THE DATE OF EVICTION IS RESCHEDULED, THE SHERIFF  
3 OR CONSTABLE MUST PROVIDE NOTICE TO THE RESIDENT OF THE RESCHEDULED  
4 EVICTION DATE AT LEAST 48 HOURS BEFORE THE SHERIFF OR CONSTABLE  
5 EXECUTES THE WARRANT OF RESTITUTION FOR RESIDENTIAL PROPERTY.

6 (2) THE NOTICE OF EVICTION SHALL STATE THE DATE OF THE  
7 EVICTION.

8 (3) A SHERIFF OR CONSTABLE SHALL PROVIDE NOTICE UNDER THIS  
9 SUBSECTION BY POSTING A WRITTEN NOTICE ON THE FRONT DOOR OF THE LEASED  
10 PREMISES DESCRIBED IN THE WARRANT.

11 (4) THE NOTICE REQUIRED UNDER THIS SUBSECTION SHALL:

12 (I) BE WRITTEN IN SUBSTANTIALLY THE FOLLOWING FORM:

13 “IMPORTANT NOTICE ABOUT EVICTION

14 THE SHERIFF OR CONSTABLE WILL EXECUTE A WARRANT OF RESTITUTION AT  
15 (ADDRESS). THE EVICTION WILL OCCUR ON (DATE). IF YOU ARE CURRENTLY  
16 RESIDING IN THE PROPERTY, YOU MUST IMMEDIATELY VACATE THE PROPERTY OR  
17 YOU WILL BE EVICTED.”;

18 (II) BE A SEPARATE DOCUMENT;

19 (III) BEAR THE EMBLEM OF THE SHERIFF’S OR CONSTABLE’S  
20 OFFICE; AND

21 (IV) BE PRINTED IN AT LEAST 12 POINT TYPE.

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

24 Article – Housing and Community Development

25 SUBTITLE 8. MARYLAND RENT RELIEF FUND.

26 12–801.

27 IN THIS SUBTITLE, “FUND” MEANS THE MARYLAND RENT RELIEF FUND.

28 12–802.

1           **(A) THERE IS A MARYLAND RENT RELIEF FUND.**

2           **(B) THE PURPOSE OF THE FUND IS TO PROVIDE GRANTS TO SUPPORT THE**  
3 **RESIDENTIAL RENT RELIEF AND EVICTION PREVENTION EFFORTS OF LOCAL**  
4 **JURISDICTIONS.**

5           **(C) A LOCAL JURISDICTION THAT RECEIVES A GRANT FROM THE FUND**  
6 **SHALL:**

7                   **(1) MATCH THE AMOUNT OF THE GRANT; AND**

8                           **(2) (I) ESTABLISH A RESIDENTIAL RENT FORGIVENESS PROGRAM**  
9 **THAT PROVIDES RENT FORGIVENESS FUNDS DIRECTLY TO LANDLORDS; OR**

10                                   **(II) ESTABLISH AN EVICTION PREVENTION PROGRAM THAT**  
11 **PROVIDES FUNDS DIRECTLY TO RENTERS.**

12           **(D) (1) IF A LOCAL JURISDICTION ESTABLISHES A RENT FORGIVENESS**  
13 **PROGRAM UNDER THIS SUBTITLE THAT PROVIDES FUNDS DIRECTLY TO A**  
14 **LANDLORD, THE LOCAL JURISDICTION SHALL RESERVE 10% OF THE PROGRAM'S**  
15 **FUNDS FOR A LANDLORD THAT LEASES 10 OR FEWER UNITS.**

16                           **(2) A LOCAL JURISDICTION MAY DISTRIBUTE FUNDS RESERVED**  
17 **UNDER PARAGRAPH (1) OF THIS SUBSECTION TO A LANDLORD THAT LEASES MORE**  
18 **THAN 10 UNITS IF THE LOCAL JURISDICTION IS UNABLE TO DISTRIBUTE THE FUNDS**  
19 **TO A LANDLORD THAT LEASES 10 OR FEWER UNITS.**

20           **(E) A LANDLORD THAT RECEIVES FUNDS UNDER A LOCAL JURISDICTION'S**  
21 **RENT FORGIVENESS PROGRAM TO COVER THE UNPAID RENT OF A TENANT SHALL:**

22                           **(1) AGREE TO FORGIVE 20% OF THE PAST DUE RENT OWED BY THE**  
23 **TENANT;**

24                           **(2) WAIVE ALL FEES AND COSTS INCURRED BY THE TENANT FOR**  
25 **FAILURE TO PAY RENT, INCLUDING UTILITY FEES; AND**

26                           **(3) NOT FILE FOR EVICTION, AND DISMISS ANY COMPLAINT ALREADY**  
27 **FILED AGAINST THE TENANT.**

28 **12-803.**

29           **(A) THE DEPARTMENT SHALL ADMINISTER THE FUND.**





1 **EVICTION PROCEEDING, INCLUDING:**

2           **(1) INFORMATION ON THE LEGAL RIGHTS OF A TENANT IN AN**  
3 **EVICTION PROCEEDING, INCLUDING THAT AN EVICTION IS A LEGAL PROCESS AND A**  
4 **LANDLORD MAY NOT REMOVE A TENANT FROM THE PROPERTY WITHOUT DUE**  
5 **PROCESS OF LAW;**

6           **(2) AFFIRMATIVE DEFENSES THAT ARE AVAILABLE TO A TENANT IN**  
7 **AN EVICTION PROCEEDING;**

8           **(3) REFERENCES TO AGENCY ORDERS AND EXECUTIVE ORDERS**  
9 **CURRENTLY IN EFFECT THAT ALTER THE STATE'S EVICTION PROCEEDINGS;**

10           **(4) RESOURCES THAT ARE AVAILABLE TO TENANTS WHO ARE FACING**  
11 **A POTENTIAL EVICTION;**

12           **(5) A SAMPLE FAIR AND EQUITABLE PAYMENT PLAN FOR USE IN A**  
13 **FAILURE TO PAY RENT CASE; AND**

14           **(6) ADDITIONAL INFORMATION ON THE RIGHTS OF TENANTS AND**  
15 **LANDLORDS IN EVICTION PROCEEDINGS.**

16           **(B) THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
17 **SHALL:**

18           **(1) POST THE INFORMATION COLLECTED UNDER SUBSECTION (A) OF**  
19 **THIS SECTION ON THE DEPARTMENT OF HOUSING AND COMMUNITY**  
20 **DEVELOPMENT'S WEBSITE IN ENGLISH AS WELL AS OTHER APPROPRIATE**  
21 **LANGUAGES;**

22           **(2) DISTRIBUTE THE INFORMATION TO STAKEHOLDERS AND THE**  
23 **HOUSING AGENCIES OF LOCAL JURISDICTIONS;**

24           **(3) UPDATE THE INFORMATION AS NEEDED AND ENSURE THAT**  
25 **UPDATED COPIES OF THE KNOW YOUR RIGHTS DOCUMENT ARE DISTRIBUTED; AND**

26           **(4) CREATE A KNOW YOUR RIGHTS DOCUMENT THAT SUMMARIZES**  
27 **THE INFORMATION AND CONTAINS THE WEBSITE ADDRESS TO THE DEPARTMENT OF**  
28 **HOUSING AND COMMUNITY DEVELOPMENT'S FULL COLLECTION OF INFORMATION.**

29           **(C) THE MARYLAND JUDICIARY SHALL POST THE INFORMATION**  
30 **COLLECTED UNDER SUBSECTION (A) OF THIS SECTION ON THE JUDICIARY'S**  
31 **WEBSITE IN ENGLISH AS WELL AS OTHER APPROPRIATE LANGUAGES.**

1 (D) A LANDLORD OF RESIDENTIAL PROPERTY SHALL:

2 (1) PROVIDE A CURRENT OR PROSPECTIVE TENANT WITH A KNOW  
3 YOUR RIGHTS DOCUMENT PREPARED BY THE DEPARTMENT WHEN THE LANDLORD  
4 EXECUTES OR RENEWS A RESIDENTIAL LEASE; AND

5 (2) WHEN THE LANDLORD FILES A COMPLAINT WITH THE DISTRICT  
6 COURT SEEKING TO EVICT A TENANT, SUBMIT AN AFFIDAVIT STATING THAT THE  
7 LANDLORD PROVIDED THE TENANT WITH A COPY OF THE KNOW YOUR RIGHTS  
8 DOCUMENT.

9 SECTION 4. AND BE IT FURTHER ENACTED, That:

10 (a) In this section, “evict” means to take any action, judicial or non-judicial, to  
11 initiate, maintain, or enforce the removal of a tenant from residential property.

12 (b) This section applies only to residential leases.

13 (c) (1) There is a moratorium on all residential evictions during the state of  
14 emergency declared by the Governor in the proclamation of March 5, 2020, “Declaration of  
15 State of Emergency and Existence of Catastrophic Health Emergency – COVID-19”.

16 (2) Notwithstanding Subtitle 4, Title 8 of the Real Property Article, a  
17 landlord may not evict a residential tenant during the moratorium on all residential  
18 evictions.

19 (d) If the court finds that a landlord evicted a tenant in violation of the eviction  
20 moratorium, the court may order the immediate restoration of the tenant’s quiet enjoyment  
21 of the residential property.

22 (e) This Section may not be construed as relieving any person of any obligation to  
23 make payments or to comply with any other obligation that the person may have under a  
24 lease.

25 SECTION 5. AND BE IT FURTHER ENACTED, That:

26 (a) In this section, “evict” means to take any action, judicial or non-judicial, to  
27 initiate, maintain, or enforce the removal of a tenant from residential property.

28 (b) This section applies only to residential leases.

29 (c) A landlord may not evict a tenant from a dwelling unit that is subject to a  
30 residential lease, written or oral, except for just cause.

31 (d) For purposes of this section, just cause exists if:

1 (1) a tenant has caused a substantial breach of the lease or substantial  
2 damage to the leased premises or another area of the property and, after receiving notice  
3 to cure or correct the breach or pay the reasonable cost of repairing the damage, the tenant  
4 fails to comply;

5 (2) after receiving notice to cease, a tenant continues to engage in  
6 disorderly conduct that disturbs other tenants' peaceful enjoyment of the premises;

7 (3) a tenant has engaged in illegal activity on the leased premises or on a  
8 public right-of-way abutting the leased premises;

9 (4) a tenant, without reasonable cause, refuses to grant the landlord access  
10 to the leased premises for the purpose of making repairs or improvements or inspecting the  
11 leased premises, or as otherwise authorized under the residential lease or applicable law;

12 (5) a landlord, in good faith, seeks to recover possession of the leased  
13 premises for use by the landlord or the landlord's spouse, child, parent, or grandparent;

14 (6) a landlord, in good faith, seeks to permanently remove the leased  
15 premises from the rental market; or

16 (7) a landlord, after having obtained all necessary permits, seeks to  
17 undertake substantial repairs or renovations that cannot be completed while the leased  
18 premises are occupied.

19 (e) (1) Notwithstanding any other provision of law, a landlord may file to evict  
20 a tenant only after providing the tenant with not less than 60 days' notice.

21 (2) The notice required under this subsection shall:

22 (i) state the just cause, as required under subsection (d) of this  
23 section, on which the action to evict is based; and

24 (ii) be sent by first-class mail, return receipt requested.

25 (f) The basis for just cause shall be included in the complaint to evict that is filed  
26 in the District Court.

27 (g) The landlord shall plead and prove the specific facts that demonstrate the just  
28 cause on which the complaint is based.

29 (h) If the court finds that a landlord evicted a tenant in violation of the eviction  
30 moratorium under this section, the court may order the immediate restoration of the  
31 tenant's quiet enjoyment of the residential property.

32 SECTION 6. AND BE IT FURTHER ENACTED, That:

1 (a) (1) In this section the following words have the meaning indicated.

2 (2) “Evict” means to take any action, judicial or nonjudicial, to initiate,  
3 maintain, or enforce the removal of a tenant from residential property.

4 (3) “Substantial loss of income” means a substantial loss of income  
5 resulting from COVID-19 or the Governor’s proclamation issued March 5, 2020,  
6 “Declaration of State of Emergency and Existence of Catastrophic Health  
7 Emergency – COVID-19”, including, due to job loss, reduction in compensated hours of  
8 work, closure of place of employment, or the need to miss work to care for a home-bound,  
9 school-age child.

10 (b) This section applies only to residential leases.

11 (c) A tenant may raise substantial loss of income as an affirmative defense in an  
12 eviction proceeding.

13 (d) Notwithstanding § 8-401 of the Real Property Article, a court may not give  
14 any judgment for possession or repossession, or warrant for restitution of possession or  
15 repossession of residential property, if the tenant can demonstrate to the court, through  
16 documentation or other objectively verifiable means, that:

17 (1) a tenant has suffered a substantial loss of income; and

18 (2) due to the substantial loss of income, the tenant is unable to pay rent  
19 or utility fees, or will be homeless if the tenant is evicted.

20 (e) Notwithstanding § 8-402 of the Real Property Article, a court may not give  
21 any judgment for possession or repossession, or warrant for restitution of possession or  
22 repossession of residential property if the tenant demonstrates to the court, through  
23 documentation or other objectively verifiable means, that the tenant is holding over because  
24 the tenant suffered a substantial loss of income or will be homeless if the tenant is evicted.

25 (f) (1) Notwithstanding §§ 8-204 and 8-402.1 of the Real Property Article, a  
26 court may not give any judgment for possession or repossession, or warrant for restitution  
27 of possession or repossession of residential property, if:

28 (i) a tenant can demonstrate to the court, through documentation or  
29 other objectively verifiable means, that the tenant has suffered a substantial loss of income;  
30 and

31 (ii) the alleged breach of lease was caused by or related to the  
32 tenant’s substantial loss of income.

33 (2) The fact that a tenant, or any person permissibly cohabiting with the  
34 tenant under the terms of the lease, has a confirmed diagnosis of COVID-19 or is under

1 investigation for COVID-19, may not constitute a “clear and imminent danger” for  
2 purposes of § 8-402.1(a)(1)(i)2B of the Real Property Article.

3 (g) Except as specifically provided in this section, §§ 8-204, 8-401, 8-402, and  
4 8-402.1 of the Real Property Article remain in effect in accordance with their terms.

5 (h) This section may not be construed as relieving any person of any obligation to  
6 make payments or to comply with any other obligation that the person may have under a  
7 lease.

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

10 **Article – Real Property**

11 8-401.

12 (a) **(1) [Whenever] SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION,**  
13 **WHENEVER** the tenant or tenants fail to pay the rent when due and payable, it shall be  
14 lawful for the landlord to have again and repossess the premises.

15 **(2) A LANDLORD MAY NOT FILE A COMPLAINT FOR FAILURE TO PAY**  
16 **RENT UNDER A RESIDENTIAL LEASE IF THE TENANT OR TENANTS OWE LESS THAN**  
17 **\$600 OF UNPAID RENT, EXCLUDING ANY LATE FEES OR UTILITY BILLS.**

18 (b) (1) Whenever any landlord shall desire to repossess any premises to which  
19 the landlord is entitled under the provisions of subsection (a) of this section, the landlord  
20 or the landlord’s duly qualified agent or attorney shall file the landlord’s written complaint  
21 under oath or affirmation, in the District Court of the county wherein the property is  
22 situated:

23 (i) Describing in general terms the property sought to be  
24 repossessed;

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

27 (iii) **1.** Stating the amount of rent and any late fees due and  
28 unpaid, less the amount of any utility bills, fees, or security deposits paid by a tenant under  
29 § 7-309 of the Public Utilities Article; **OR**

30 **2. IF THE ACTION IS FOR REPOSSESSION OF**  
31 **RESIDENTIAL PROPERTY, STATING THE AMOUNT OF RENT, NOT LESS THAN \$600,**  
32 **AND ANY LATE FEES DUE AND UNPAID, LESS THE AMOUNT OF ANY UTILITY BILLS,**  
33 **FEES, OR SECURITY DEPOSITS PAID BY A TENANT UNDER § 7-309 OF THE PUBLIC**  
34 **UTILITIES ARTICLE;**

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

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

7 (vi) If the property to be repossessed is an affected property as  
8 defined in § 6–801 of the Environment Article, stating that the landlord has registered the  
9 affected property as required under § 6–811 of the Environment Article and renewed the  
10 registration as required under § 6–812 of the Environment Article and:

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

15 B. On or after February 24, 2006, stating the inspection  
16 certificate number for the inspection conducted for the current tenancy as required under  
17 § 6–815(c), § 6–817(b), or § 6–819(f) of the Environment Article; or

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

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

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

27 C. The tenant has refused to allow access to the owner or  
28 refused to vacate the property in order for the owner to perform the required work; AND

29 **(VII) IF THE COMPLAINT FOR REPOSSESSION IS FOR A**  
30 **RESIDENTIAL PROPERTY, ATTACHING THE COMPLETED FORM REQUIRED UNDER**  
31 **SUBSECTION (B–2)(8) OF THIS SECTION.**

32 **(B–2) (1) IN THIS SUBSECTION, “RENTAL ASSISTANCE” MEANS MONEY**  
33 **GRANTED TO A LANDLORD OR A TENANT BY A GOVERNMENTAL ENTITY TO SATISFY**  
34 **THE AMOUNT OF RENT DUE AND OWING TO THE LANDLORD.**

1           **(2) THIS SUBSECTION APPLIES ONLY TO AN ACTION FOR THE**  
2 **REPOSSESSION OF RESIDENTIAL PROPERTY FOR FAILURE TO PAY RENT.**

3           **(3) BEFORE A LANDLORD MAY FILE A COMPLAINT UNDER**  
4 **SUBSECTION (B) OF THIS SECTION, THE LANDLORD SHALL DELIVER TO THE TENANT**  
5 **A WRITTEN NOTICE THAT INCLUDES:**

6                   **(I) THE DATE OF THE NOTICE AND A DESCRIPTION OF THE**  
7 **MANNER OF DELIVERY OF THE NOTICE;**

8                   **(II) A DESCRIPTION OF THE PAST DUE RENT THE LANDLORD**  
9 **CLAIMS IS DUE AND OWING, INCLUDING:**

10                           **1. THE AMOUNT OF RENT DUE TO THE LANDLORD,**  
11 **EXCLUDING CHARGES RELATED TO UTILITIES, SERVICES, FEES, FINES, OR COURT**  
12 **COSTS; AND**

13                           **2. THE AMOUNT OF RENT DUE FOR EACH RENTAL**  
14 **PERIOD UNDER THE LEASE AND THE DAY THAT THE RENT IS DUE FOR EACH RENTAL**  
15 **PERIOD;**

16                   **(III) A REQUEST THAT THE TENANT TAKE THE FOLLOWING**  
17 **STEPS WITHIN 10 DAYS AFTER RECEIPT OF THE NOTICE:**

18                           **1. NOTIFY THE LANDLORD OF ANY SUBSTANTIAL LOSS**  
19 **OF INCOME RESULTING FROM COVID-19 OR THE GOVERNOR'S PROCLAMATION**  
20 **ISSUED MARCH 5, 2020, "DECLARATION OF STATE OF EMERGENCY AND EXISTENCE**  
21 **OF CATASTROPHIC HEALTH EMERGENCY - COVID-19", INCLUDING SUBSTANTIAL**  
22 **LOSS OF INCOME DUE TO JOB LOSS, REDUCTION IN COMPENSATED HOURS OF WORK,**  
23 **CLOSURE OF PLACE OF EMPLOYMENT, OR THE NEED TO MISS WORK TO CARE FOR A**  
24 **HOME-BOUND, SCHOOL-AGE CHILD;**

25                           **2. NOTIFY THE LANDLORD OF THE STATUS OF ANY**  
26 **APPLICATION FOR RENTAL ASSISTANCE THAT THE TENANT INTENDS TO USE TO**  
27 **SATISFY THE AMOUNT OF RENT DUE AND OWING TO THE LANDLORD;**

28                           **3. IF NO APPLICATION FOR RENTAL ASSISTANCE IS**  
29 **PENDING, REQUEST AN APPOINTMENT WITH THE LANDLORD FOR THE PURPOSE OF**  
30 **COMPLETING A RENTAL ASSISTANCE APPLICATION; AND**

31                           **4. IF THE TENANT HAS BEEN FOUND INELIGIBLE FOR**  
32 **RENTAL ASSISTANCE, SET AN APPOINTMENT WITH THE LANDLORD TO NEGOTIATE A**  
33 **PAYMENT PLAN THROUGH A NEUTRAL THIRD-PARTY MEDIATOR;**

1 (IV) THE CONTACT INFORMATION FOR THE LANDLORD;

2 (V) A STATEMENT THAT THE LANDLORD MAY INITIATE AN  
3 ACTION FOR REPOSSESSION OF THE RENTAL PROPERTY IN THE DISTRICT COURT IF  
4 THE TENANT DOES NOT RESPOND WITHIN 10 DAYS AFTER DELIVERY OF THE  
5 WRITTEN NOTICE AND THAT THE TENANT HAS THE LEGAL RIGHT TO DISPUTE THE  
6 CHARGES;

7 (VI) CONTACT INFORMATION FOR LOCAL PROVIDERS OF  
8 RENTAL ASSISTANCE AND FREE CIVIL LEGAL SERVICES; AND

9 (VII) CONTACT INFORMATION FOR THE DISTRICT COURT'S  
10 ALTERNATIVE DISPUTE RESOLUTION OFFICE AND THE DISTRICT COURT'S HELP  
11 CENTERS.

12 (4) THE TYPE OF THE NOTICE UNDER THIS SUBSECTION SHALL BE AS  
13 FOLLOWS:

14 (I) THE TITLE, "NOTICE OF DELINQUENCY AND LEGAL  
15 RIGHTS. THIS IS NOT AN EVICTION NOTICE" SHALL BE IN 16 POINT TYPE;

16 (II) THE TEXT OF THE NOTICE SHALL BE IN 14 POINT TYPE; AND

17 (III) THE CONTACT INFORMATION OF THE LANDLORD SHALL BE  
18 IN BOLD.

19 (5) THE NOTICE UNDER THIS SUBSECTION SHALL BE:

20 (I) DELIVERED BY FIRST-CLASS MAIL; AND

21 (II) AFFIXED ON THE FRONT DOOR OF THE LEASED PREMISES  
22 OR, IF ELECTED BY THE TENANT, DELIVERED ELECTRONICALLY TO AN E-MAIL  
23 ADDRESS PROVIDED BY THE TENANT TO THE LANDLORD.

24 (6) DURING THE 10 DAYS AFTER THE DAY ON WHICH THE NOTICE  
25 UNDER THIS SUBSECTION IS DELIVERED, THE LANDLORD SHALL MAKE  
26 AFFIRMATIVE, GOOD-FAITH EFFORTS TO CURE THE UNPAID RENT, INCLUDING:

27 (I) AS APPLICABLE, INITIATING AN APPLICATION FOR RENTAL  
28 ASSISTANCE OR COOPERATING WITH THE TENANT'S APPLICATION FOR RENTAL  
29 ASSISTANCE; AND



1           **(II) IF THE LANDLORD CANNOT SECURE PAYMENT OF THE RENT**  
2 **THROUGH AN APPLICATION FOR RENTAL ASSISTANCE, NEGOTIATING A FAIR AND**  
3 **EQUITABLE PAYMENT PLAN OR OTHER AGREEMENT THROUGH THE DISTRICT**  
4 **COURT’S ALTERNATIVE DISPUTE RESOLUTION OFFICE.**

5           **(7) THE REQUIREMENTS UNDER PARAGRAPH (6) OF THIS**  
6 **SUBSECTION ARE SATISFIED IF A TENANT:**

7           **(I) DOES NOT RESPOND TO THE NOTICE UNDER PARAGRAPH**  
8 **(3) OF THIS SUBSECTION WITHIN 10 DAYS AFTER DELIVERY OF THE NOTICE;**

9           **(II) FAILS OR REFUSES TO PARTICIPATE IN THE COMPLETION**  
10 **OF AN APPLICATION FOR RENTAL ASSISTANCE, THE NEGOTIATION OF A PAYMENT**  
11 **PLAN, OR OTHER AGREEMENT UNDER PARAGRAPH (6) OF THIS SUBSECTION; OR**

12           **(III) MATERIALLY BREACHES THE TERMS OF A PAYMENT PLAN**  
13 **OR OTHER AGREEMENT.**

14           **(8) (I) A COMPLAINT FOR REPOSSESSION OF RESIDENTIAL**  
15 **PROPERTY FOR FAILURE TO PAY RENT SHALL INCLUDE A STATEMENT, ON A FORM**  
16 **PROVIDED BY THE COURT, THAT:**

17                   **1. AFFIRMS AND STATES THE DATE THAT THE**  
18 **LANDLORD DELIVERED THE NOTICE REQUIRED UNDER PARAGRAPH (3) OF THIS**  
19 **SUBSECTION;**

20                   **2. CERTIFIES THAT THE LANDLORD HAS NO**  
21 **KNOWLEDGE OF A SUBSTANTIAL LOSS OF INCOME SUFFERED BY THE TENANT**  
22 **RELATED TO COVID-19 OR THE GOVERNOR’S PROCLAMATION ISSUED MARCH 5,**  
23 **2020, “DECLARATION OF STATE OF EMERGENCY AND EXISTENCE OF**  
24 **CATASTROPHIC HEALTH EMERGENCY – COVID-19”, INCLUDING, DUE TO JOB**  
25 **LOSS, REDUCTION IN COMPENSATED HOURS OF WORK, CLOSURE OF PLACE OF**  
26 **EMPLOYMENT, OR THE NEED TO MISS WORK TO CARE FOR A HOME-BOUND,**  
27 **SCHOOL-AGE CHILD;**

28                   **3. STATES THAT THE LANDLORD MADE AN**  
29 **AFFIRMATIVE, GOOD-FAITH EFFORT UNDER PARAGRAPH (6) OF THIS SUBSECTION**  
30 **TO RESOLVE THE LANDLORD’S CLAIM THROUGH THE APPLICATION FOR RENTAL**  
31 **ASSISTANCE OR NEGOTIATION OF A PAYMENT PLAN OR OTHER AGREEMENT AND HAS**  
32 **CONCLUDED THESE EFFORTS;**

33                   **4. STATES THE AFFIRMATIVE, GOOD-FAITH EFFORT**  
34 **UNDER PARAGRAPH (6) OF THIS SUBSECTION THE LANDLORD TOOK, AND THE DATES**

1 **THESE EFFORTS WERE INITIATED AND COMPLETED; AND**

2 **5. STATES THAT ALL EFFORTS MADE UNDER THIS**  
3 **SUBSECTION FAILED TO SATISFY THE LANDLORD'S CLAIM FOR UNPAID RENT.**

4 **(II) A TENANT MAY CHALLENGE THE CONTENTS OF THE**  
5 **STATEMENT PROVIDED BY THE LANDLORD UNDER THIS PARAGRAPH AND THE**  
6 **COURT MAY DISMISS THE LANDLORD'S COMPLAINT ON A SHOWING OF SUFFICIENT**  
7 **CAUSE FOR FAILURE TO COMPLY WITH THIS SUBSECTION.**

8 (e) (1) Subject to paragraph (2) of this subsection, in any action of summary  
9 ejectment for failure to pay rent where the landlord is awarded a judgment giving the  
10 landlord restitution of the leased premises, the tenant shall have the right to redemption  
11 of the leased premises by tendering in cash, certified check or money order to the landlord  
12 or the landlord's agent all past due amounts, as determined by the court under subsection  
13 (c) of this section, plus all court awarded costs and fees, at any time before actual execution  
14 of the eviction order.

15 (2) This subsection does not apply to any tenant against whom 3 judgments  
16 of possession have been entered for rent due and unpaid in the 12 months prior to the  
17 initiation of the action to which this subsection otherwise would apply.

18 **(3) A JUDGMENT OF POSSESSION ISSUED AGAINST A TENANT DURING**  
19 **THE PENDENCY OF THE PROCLAMATION OF MARCH 5, 2020, "DECLARATION OF**  
20 **STATE OF EMERGENCY AND EXISTENCE OF CATASTROPHIC HEALTH EMERGENCY**  
21 **- COVID-19", MAY NOT BE APPLIED TO THE NUMBER OF JUDGMENTS NECESSARY**  
22 **TO FORECLOSE A TENANT'S RIGHT TO REDEMPTION UNDER PARAGRAPH (2) OF THIS**  
23 **SUBSECTION.**

24 SECTION 8. AND BE IT FURTHER ENACTED, That a landlord may not:

25 (a) increase the rent of a tenant; or

26 (b) charge a tenant a fine or fee for the nonpayment or late payment of rent,  
27 including late fees, administrative fees related to rent, collection fees, court costs not  
28 awarded by a court, or liquidated or other damages for nonpayment or late payment of rent.

29 SECTION 9. AND BE IT FURTHER ENACTED, That the Laws of Maryland read  
30 as follows:

31 **Article – Real Property**

32 8-401.

33 (a) (1) [Whenever] **SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION,**  
34 **WHENEVER** the tenant or tenants fail to pay the rent when due and payable, it shall be

1 lawful for the landlord to have again and repossess the premises.

2 **(2) A LANDLORD MAY NOT FILE A COMPLAINT FOR FAILURE TO PAY**  
3 **RENT UNDER A RESIDENTIAL LEASE IF THE TENANT OR TENANTS OWE LESS THAN**  
4 **\$600 OF UNPAID RENT, EXCLUDING ANY LATE FEES OR UTILITY BILLS.**

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

10 (i) Describing in general terms the property sought to be  
11 repossessed;

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

14 (iii) 1. Stating the amount of rent and any late fees due and  
15 unpaid, less the amount of any utility bills, fees, or security deposits paid by a tenant under  
16 § 7-309 of the Public Utilities Article; **OR**

17 **2. IF THE ACTION IS FOR REPOSSESSION OF**  
18 **RESIDENTIAL PROPERTY, STATING THE AMOUNT OF RENT, NOT LESS THAN \$600,**  
19 **AND ANY LATE FEES DUE AND UNPAID, EXCLUDING ANY UTILITY BILLS, FEES, OR**  
20 **SECURITY DEPOSITS PAID BY A TENANT UNDER § 7-309 OF THE PUBLIC UTILITIES**  
21 **ARTICLE;**

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

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

28 (vi) If the property to be repossessed is an affected property as  
29 defined in § 6-801 of the Environment Article, stating that the landlord has registered the  
30 affected property as required under § 6-811 of the Environment Article and renewed the  
31 registration as required under § 6-812 of the Environment Article and:

32 1. A. If the current tenant moved into the property on or  
33 after February 24, 1996, stating the inspection certificate number for the inspection  
34 conducted for the current tenancy as required under § 6-815(c) of the Environment Article;  
35 or

36 B. On or after February 24, 2006, stating the inspection

1 certificate number for the inspection conducted for the current tenancy as required under  
2 § 6–815(c), § 6–817(b), or § 6–819(f) of the Environment Article; or

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

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

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

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

14           SECTION 10. AND BE IT FURTHER ENACTED, That:

15           (a)     The Know Your Rights document and collected information under Section 3 of  
16 this Act shall include COVID–19–specific eviction prevention protections, including all in  
17 effect:

18                           (1)     federal executive orders and agency orders, including orders issued by  
19 the Centers for Disease Control and Prevention; and

20                           (2)     executive orders issued by the Governor.

21           (b)     If an order under subsection (a) contains a sample declaration for a tenant to  
22 exercise a right under the order, the sample declaration shall be included in the Know Your  
23 Rights document and collected information under Section 3 of this Act.

24           SECTION 11. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall  
25 remain effective through April 30, 2025, and, at the end of April 30, 2025, Section 2 of this  
26 Act, with no further action required by the General Assembly, shall be abrogated and of no  
27 further force and effect.

28           SECTION 12. AND BE IT FURTHER ENACTED, That Sections 3 and 10 of this Act  
29 shall take effect June 1, 2021.

30           SECTION 13. AND BE IT FURTHER ENACTED, That Section 4 of this Act shall  
31 remain effective through the date one day after the Governor rescinds the proclamation of  
32 March 5, 2020, “Declaration of State of Emergency and Existence of Catastrophic Health  
33 Emergency – COVID–19”, and at the end of that date, Section 4 of this Act, with no further  
34 action required by the General Assembly, shall be abrogated and of no further force and  
35 effect.

1 SECTION 14. AND BE IT FURTHER ENACTED, That Sections 5 and 6 of this Act  
2 shall take effect on the abrogation of Section 4 of this Act, in accordance with Section 13 of  
3 this Act, and shall remain in effect until April 30, 2022, and at the end of April 30, 2022,  
4 Sections 5 and 6 of this Act, with no further action required by the General Assembly, shall  
5 be abrogated and of no further force and effect.

6 SECTION 15. AND BE IT FURTHER ENACTED, That Sections 7 and 8 of this Act  
7 shall remain effective through April 30, 2022, and, at the end of April 30, 2022, Sections 7  
8 and 8 of this Act, with no further action required by the General Assembly, shall be  
9 abrogated and of no further force and effect.

10 SECTION 16. AND BE IT FURTHER ENACTED, That Section 9 of this Act shall  
11 take effect May 1, 2022.

12 SECTION 17. AND BE IT FURTHER ENACTED, That this Act is an emergency  
13 measure, is necessary for the immediate preservation of the public health or safety, has  
14 been passed by a yea and nay vote supported by three-fifths of all the members elected to  
15 each of the two Houses of the General Assembly, and, except as provided in Sections 12, 13,  
16 14, and 16 of this Act, this Act shall take effect from the date it is enacted.