

# SENATE BILL 401

N1

(1lr2073)

## ***ENROLLED BILL***

— *Judicial Proceedings/Environment and Transportation* —

Introduced by **Senator Carter**

Read and Examined by Proofreaders:

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Proofreader.

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Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

\_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

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\_\_\_\_\_  
President.

CHAPTER \_\_\_\_\_

1 AN ACT concerning

2           **Landlord–Tenant – Nonrenewal of Lease – Notice Requirements**

3 FOR the purpose of altering the period of time prior to the expiration of a tenancy that a  
4 landlord is required to notify a tenant, in writing, of the intent to terminate a tenancy  
5 upon expiration, under certain circumstances and subject to certain conditions;  
6 applying the notice provisions statewide; making stylistic changes; providing for the  
7 application of this Act; and generally relating to required notices for landlord–tenant  
8 agreements.

9 BY repealing and reenacting, with amendments,

10       Article – Real Property

11       Section 8–402

12       Annotated Code of Maryland

13       (2015 Replacement Volume and 2020 Supplement)

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**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.

*Italics* indicate opposite chamber/conference committee amendments.



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

3 **Article – Real Property**

4 8–402.

5 (a) (1) A tenant under any periodic tenancy, or at the expiration of a lease, and  
6 someone holding under the tenant, who shall unlawfully hold over beyond the expiration of  
7 the lease or termination of the tenancy, shall be liable to the landlord for the actual  
8 damages caused by the holding over.

9 (2) The damages awarded to a landlord against the tenant or someone  
10 holding under the tenant, may not be less than the apportioned rent for the period of  
11 holdover at the rate under the lease.

12 (3) (i) Any action to recover damages under this section may be brought  
13 by suit separate from the eviction or removal proceeding or in the same action and in any  
14 court having jurisdiction over the amount in issue.

15 (ii) The court may also give judgment in favor of the landlord for the  
16 damages determined to be due together with costs of the suit if the court finds that the  
17 residential tenant was personally served with a summons, or, in the case of a nonresidential  
18 tenancy, there was such service of process or submission to the jurisdiction of the court as  
19 would support a judgment in contract or tort.

20 (iii) A nonresidential tenant who was not personally served with a  
21 summons shall not be subject to personal jurisdiction of the court if that tenant asserts that  
22 the appearance is for the purpose of defending an in rem action prior to the time that  
23 evidence is taken by the court.

24 (4) Nothing contained herein is intended to limit any other remedies which  
25 a landlord may have against a holdover tenant under the lease or under applicable law.

26 (b) (1) (i) Where any tenancy is for any definite term or at will, and the  
27 landlord shall desire to repossess the property after the expiration of the term for which it  
28 was leased and shall give notice [in writing one month before the expiration of the term or  
29 determination of the will] **AS REQUIRED UNDER SUBSECTION (C) OF THIS SECTION** to  
30 the tenant or to the person actually in possession of the property to remove from the  
31 property at the end of the term, and if the tenant or person in actual possession shall refuse  
32 to comply, the landlord may make complaint in writing to the District Court of the county  
33 where the property is located.

34 (ii) 1. The court shall issue a summons directed to any constable  
35 or sheriff of the county entitled to serve process, ordering the constable or sheriff to notify  
36 the tenant, assignee, or subtenant to appear on a day stated in the summons before the  
37 court to show cause why restitution should not be made to the landlord.

1                   2. The constable or sheriff shall serve the summons on the  
2 tenant, assignee, or subtenant on the property, or on the known or authorized agent of the  
3 tenant, assignee, or subtenant.

4                   3. If, for any reason those persons cannot be found, the  
5 constable or sheriff shall affix an attested copy of the summons conspicuously on the  
6 property.

7                   4. After notice to the tenant, assignee, or subtenant by  
8 first-class mail, the affixing of the summons on the property shall be conclusively presumed  
9 to be a sufficient service to support restitution.

10                  (iii) Upon the failure of either of the parties to appear before the court  
11 on the day stated in the summons, the court may continue the case to a day not less than  
12 [six] **6** nor more than [ten] **10** days after the day first stated and notify the parties of the  
13 continuance.

14                  (2) (i) If upon hearing the parties, or in case the tenant or person in  
15 possession shall neglect to appear after the summons and continuance the court shall find  
16 that the landlord had been in possession of the leased property, that the said tenancy is  
17 fully ended and expired, that due notice to quit as aforesaid had been given to the tenant  
18 or person in possession and that the tenant or person in possession had refused so to do,  
19 the court shall thereupon give judgment for the restitution of the possession of said  
20 premises and shall forthwith issue its warrant to the sheriff or a constable in the respective  
21 counties commanding the tenant or person in possession forthwith to deliver to the landlord  
22 possession thereof in as full and ample manner as the landlord was possessed of the same  
23 at the time when the tenancy was made, and shall give judgment for costs against the  
24 tenant or person in possession so holding over.

25                  (ii) Either party shall have the right to appeal therefrom to the  
26 circuit court for the county within ~~ten~~ 10 days from the judgment.

27                  (iii) If the tenant appeals and files with the District Court an affidavit  
28 that the appeal is not taken for delay, and also a good and sufficient bond with one or more  
29 securities conditioned that the tenant will prosecute the appeal with effect and well and  
30 truly pay all rent in arrears and all costs in the case before the District Court and in the  
31 appellate court and all loss or damage which the landlord may suffer by reason of the  
32 tenant's holding over, including the value of the premises during the time the tenant shall  
33 so hold over, then the tenant or person in possession of said premises may retain possession  
34 thereof until the determination of said appeal.

35                  (iv) The appellate court shall, upon application of either party, set a  
36 day for the hearing of the appeal, not less than ~~five~~ 5 nor more than 15 days after the  
37 application, and notice for the order for a hearing shall be served on the opposite party or  
38 that party's counsel at least 5 days before the hearing.

1                         (v) If the judgment of the District Court shall be in favor of the  
2 landlord, a warrant shall be issued by the appellate court to the sheriff, who shall proceed  
3 forthwith to execute the warrant.

4                         [(3) (i) The provisions of this subsection shall apply to all cases of  
5 tenancies at the expiration of a stated term, tenancies from year to year, and tenancies of  
6 the month and by the week. In case of tenancies from year to year (including tobacco farm  
7 tenancies), notice in writing shall be given three months before the expiration of the current  
8 year of the tenancy, except that in case of all other farm tenancies, the notice shall be given  
9 six months before the expiration of the current year of the tenancy; and in monthly or  
10 weekly tenancies, a notice in writing of one month or one week, as the case may be, shall  
11 be so given.

12                         (ii) This paragraph, so far as it relates to notices, does not apply in  
13 Baltimore City.

14                         (iii) In Montgomery County, except in the case of single family  
15 dwellings, the notice by the landlord shall be two months in the case of residential tenancies  
16 with a term of at least month to month but less than from year to year.]

17                         (C) (1) THIS SUBSECTION APPLIES TO ALL CASES OF TENANCIES AT THE  
18 EXPIRATION OF A STATED TERM, TENANCIES FROM YEAR TO YEAR, TENANCIES  
19 FROM MONTH TO MONTH, AND TENANCIES FROM WEEK TO WEEK.

20                         (2) EXCEPT AS PROVIDED IN ~~PARAGRAPH (3)~~ PARAGRAPHS 3 AND 4  
21 OF THIS SUBSECTION, A LANDLORD SHALL PROVIDE WRITTEN NOTICE OF THE  
22 INTENT TO TERMINATE A TENANCY:

23                         (I) IF THE PARTIES HAVE A WRITTEN LEASE FOR A STATED  
24 TERM IN EXCESS OF 1 WEEK OR A TENANCY FROM MONTH TO MONTH:

25                         1. ~~2 MONTHS, 60 DAYS BEFORE THE EXPIRATION OF THE~~  
26 ~~TENANCY FOR TENANTS THAT HAVE RESIDED CONTINUOUSLY IN THE SAME~~  
27 ~~PREMISES FOR 2 YEARS OR LESS; OR~~

28                         2. ~~3 MONTHS BEFORE THE EXPIRATION OF THE~~  
29 ~~TENANCY FOR TENANTS THAT HAVE RESIDED CONTINUOUSLY IN THE SAME~~  
30 ~~PREMISES FOR MORE THAN 2 YEARS;~~

31                         (II) IN THE CASE OF TENANCIES FROM YEAR TO YEAR,  
32 INCLUDING TOBACCO FARM TENANCIES FROM YEAR TO YEAR BUT EXCLUDING ALL  
33 OTHER FARM TENANCIES FROM YEAR TO YEAR, ~~3 MONTHS 90 DAYS~~ BEFORE THE  
34 EXPIRATION OF THE CURRENT YEAR OF THE TENANCY;

**(iv) IN THE CASE OF TENANCIES FROM WEEK TO WEEK:**

5                           **1. IF THE PARTIES HAVE A WRITTEN LEASE, ~~1 WEEK~~ 7**  
6   DAYS BEFORE THE EXPIRATION OF THE TENANCY; OR

7                           **2. IF THE PARTIES DO NOT HAVE A WRITTEN LEASE, 3**  
8 ~~WEEKS~~ 21 DAYS BEFORE THE EXPIRATION OF THE TENANCY.

9                   **(4) (3) (I)** When the tenant shall give notice by parol to the landlord  
10 or to the landlord's agent or representatives, at least ~~one~~ **1 month 30 DAYS** before the  
11 expiration of the lease or tenancy in all cases except in cases of tenancies from year to year,  
12 and at least ~~three~~ **3 months' 90 DAYS'** notice in all cases of tenancy from year to year  
13 (except in all cases of farm tenancy, the notice shall be ~~six~~ **6 months 180 DAYS**), of the  
14 intention of the tenant to remove at the end of that year and to surrender possession of the  
15 property at that time, and the landlord, the landlord's agent, or representative shall prove  
16 the notice from the tenant by competent testimony, it shall not be necessary for the  
17 landlord, the landlord's agent or representative to provide a written notice to the tenant,  
18 but the proof of such notice from the tenant as aforesaid shall entitle the landlord to recover  
19 possession of the property hereunder.

**(iii)** This paragraph shall not apply in Baltimore City.

**(4) (I) THIS PARAGRAPH DOES NOT APPLY TO A PROPERTY THAT IS:**

**1. IN BALTIMORE CITY OR MONTGOMERY COUNTY;**

2. OWNED BY A LANDLORD WHO OFFERS 5 OR MORE RESIDENTIAL DWELLING UNITS FOR RENT IN THE STATE; OR

1                   **(I) 1. AT LEAST 1 MONTH 30 DAYS BEFORE THE**  
2 **EXPIRATION OF THE LEASE IN CASES OF TENANCIES FROM MONTH TO MONTH OR**  
3 **TENANCIES FROM WEEK TO WEEK; OR**

4                   **(II) 2. AT LEAST 2 MONTHS 60 DAYS BEFORE THE**  
5 **EXPIRATION OF THE LEASE IN CASES OF TENANCIES FROM YEAR TO YEAR.**

6                   **[(5)] (4)**    (I) Acceptance of any payment after notice but before eviction  
7 shall not operate as a waiver of any notice to quit, notice of intent to vacate or any judgment  
8 for possession unless the parties specifically otherwise agree in writing.

9                   (II) Any payment accepted shall be first applied to the rent or the  
10 equivalent of rent apportioned to the date that the landlord actually recovers possession of  
11 the premises, then to court costs, including court awarded damages and legal fees and then  
12 to any loss of rent caused by the holdover.

13                  (III) Any payment which is accepted in excess of the foregoing shall  
14 not bear interest but will be returned to the tenant in the same manner as security deposits  
15 as defined under § 8–203 of this title but shall not be subject to the penalties of that section.

16                  [(c)] (D) Unless stated otherwise in the written lease and initialed by the tenant,  
17 when a landlord consents to a holdover tenant remaining on the premises, the holdover  
18 tenant becomes a periodic week-to-week tenant if the tenant was a week-to-week tenant  
19 before the tenant's holding over, and a periodic month-to-month tenant in all other cases.

20                  SECTION 2. AND BE IT FURTHER ENACTED, That Section 1 of this Act shall be  
21 construed to apply:

22                  (1) to any residential lease in the State executed on or after October 1,  
23 2021; and

24                  (2) beginning October 1, 2021, to any residential lease in the State that:

25                      (i) was executed before October 1, 2021; and

26                      (ii) has expired and resulted in a ~~holdover tenancy~~ tenancy created  
27 under § 8–402(d) of the Real Property Article, as enacted by Section 1 of this Act, on or after  
28 October 1, 2021.

29                  SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect  
30 October 1, 2021.