

HOUSE BILL 367

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EMERGENCY BILL

2lr1766

By: **Delegates Williams, D. Barnes, Charles, W. Fisher, Guyton, Harrison, Henson, Hill, Ivey, R. Jones, Landis, J. Lewis, Lierman, Pena-Melnyk, Ruth, Toles, Washington, and Wilkins**

Introduced and read first time: January 19, 2022

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant – Repossession for Failure to Pay Rent – Rental Assistance**
3 **Programs**

4 FOR the purpose of requiring a landlord of residential property to follow certain processes
5 and procedures concerning rental assistance programs in the State prior to filing a
6 complaint to repossess for failure to pay rent against a tenant experiencing certain
7 financial hardship; and generally relating to actions for repossession for failure to
8 pay rent.

9 BY repealing and reenacting, with amendments,
10 Article – Real Property
11 Section 8–401(a), (c), and (f)(1)(i)
12 Annotated Code of Maryland
13 (2015 Replacement Volume and 2021 Supplement)

14 BY adding to
15 Article – Real Property
16 Section 8–401.1
17 Annotated Code of Maryland
18 (2015 Replacement Volume and 2021 Supplement)

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

Article – Real Property

21
22 8–401.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (a) [Whenever] **SUBJECT TO § 8-401.1 OF THIS SUBTITLE, WHENEVER** the
2 tenant or tenants fail to pay the rent when due and payable, it shall be lawful for the
3 landlord to have again and repossess the premises in accordance with this section.

4 (c) (1) Before a landlord may file a complaint under this section **AND**
5 **SUBJECT TO § 8-401.1 OF THIS SUBTITLE**, the landlord shall provide to the tenant a
6 written notice of the landlord's intent to file a claim in the District Court against the tenant
7 to recover possession of the residential premises if the tenant does not cure within 10 days
8 after the written notice is provided to the tenant.

9 (2) The written notice required under paragraph (1) of this subsection shall
10 be in a form created by the Maryland Judiciary and notice shall occur when the notice is:

11 (i) Sent by first-class mail, certificate of mailing;

12 (ii) Affixed to the door of the premises; or

13 (iii) If elected by the tenant, sent by electronic delivery in at least one
14 of the following forms:

15 1. An e-mail message;

16 2. A text message; or

17 3. Through an electronic tenant portal.

18 (3) (i) A complaint for repossession filed in accordance with this section
19 shall include a statement that states and affirms the date on which the landlord provided
20 the notice required under paragraph (1) of this subsection.

21 (ii) A tenant may challenge assertions made by a landlord under this
22 paragraph, and the court may dismiss the landlord's complaint on a showing of sufficient
23 cause.

24 (f) (1) (i) Subject to the provisions of **PARAGRAPH (2)** of this subsection, if
25 judgment is given in favor of the landlord, and the tenant fails to comply with the
26 requirements of the order within 4 days, the court shall, at any time after the expiration of
27 the 4 days, issue its warrant, directed to any official of the county entitled to serve process,
28 ordering the official to cause the landlord to have again and repossess the property by
29 putting the landlord (or the landlord's duly qualified agent or attorney for the landlord's
30 benefit) in possession thereof, and for that purpose to remove from the property, by force if
31 necessary, all the furniture, implements, tools, goods, effects or other chattels of every
32 description whatsoever belonging to the tenant, or to any person claiming or holding by or
33 under said tenant.

34 **8-401.1.**

1 (A) **IN THIS SECTION, “RENT RELIEF PROGRAM” MEANS A FEDERAL, STATE,**
2 **OR LOCAL PROGRAM INTENDED TO PROVIDE RENTAL ASSISTANCE TO TENANTS.**

3 (B) **THIS SECTION APPLIES ONLY TO AN ACTION TO REPOSSESS**
4 **RESIDENTIAL PROPERTY FOR FAILURE TO PAY RENT IN ACCORDANCE WITH § 8-401**
5 **OF THIS SUBTITLE AGAINST A TENANT THAT EITHER DIRECTLY OR INDIRECTLY DUE**
6 **TO OR DURING THE COVID-19 PANDEMIC:**

7 (1) **QUALIFIED FOR UNEMPLOYMENT BENEFITS;**

8 (2) **EXPERIENCED A REDUCTION IN HOUSEHOLD INCOME;**

9 (3) **INCURRED SIGNIFICANT COSTS; OR**

10 (4) **EXPERIENCED OTHER FINANCIAL HARDSHIP.**

11 (C) **EXCEPT AS PROVIDED UNDER SUBSECTION (E) OF THIS SECTION,**
12 **BEFORE A LANDLORD MAY FILE A COMPLAINT TO REPOSSESS RESIDENTIAL**
13 **PROPERTY UNDER § 8-401 OF THIS SUBTITLE, THE LANDLORD SHALL PROVIDE TO**
14 **THE TENANT WRITTEN NOTICE THAT:**

15 (1) **INFORMS THE TENANT OF RENT RELIEF PROGRAMS FOR WHICH**
16 **THE TENANT MAY BE ELIGIBLE;**

17 (2) **PROVIDES:**

18 (i) **THE WEBSITE ADDRESS AND TELEPHONE NUMBER OF EACH**
19 **RENT RELIEF PROGRAM IDENTIFIED IN THE NOTICE; AND**

20 (ii) **INFORMATION ON HOW TO REACH 2-1-1 MARYLAND IN**
21 **ORDER TO DETERMINE THE AVAILABILITY OF OTHER RENT RELIEF PROGRAMS; AND**

22 (3) **INFORMS THE TENANT OF THE LANDLORD’S RESPONSIBILITIES**
23 **UNDER SUBSECTION (D) OF THIS SECTION.**

24 (D) **(1) WITHIN 14 DAYS AFTER THE DATE ON WHICH A LANDLORD**
25 **PROVIDES NOTICE IN ACCORDANCE WITH SUBSECTION (C) OF THIS SECTION, THE**
26 **LANDLORD SHALL APPLY ON BEHALF OF THE TENANT FOR A RENT RELIEF**
27 **PROGRAM, UNLESS THE TENANT:**

28 (i) **PAYS IN FULL THE AMOUNT OF RENT DUE;**

1 **(II) ENTERS INTO A PAYMENT PLAN FOR THE FULL AMOUNT OF**
2 **RENT DUE WITH TERMS MUTUALLY AGREED ON BY THE TENANT AND THE**
3 **LANDLORD; OR**

4 **(III) INFORMS THE LANDLORD THAT THE TENANT HAS APPLIED**
5 **FOR RENTAL ASSISTANCE.**

6 **(2) IF A TENANT INFORMS A LANDLORD IN ACCORDANCE WITH**
7 **PARAGRAPH (1) OF THIS SUBSECTION THAT THE TENANT HAS APPLIED FOR RENTAL**
8 **ASSISTANCE, THE LANDLORD SHALL PROVIDE ALL INFORMATION NECESSARY TO**
9 **COMPLETE THE APPLICATION THAT IS REQUESTED BY THE TENANT OR A**
10 **REPRESENTATIVE OF THE RENT RELIEF PROGRAM.**

11 **(E) A LANDLORD MAY FILE A COMPLAINT TO REPOSSESS RESIDENTIAL**
12 **PROPERTY UNDER § 8-401 OF THIS SUBTITLE IF:**

13 **(1) FOR AN INITIAL APPLICATION FOR RENT RELIEF, THE LANDLORD**
14 **OR TENANT DOES NOT RECEIVE WRITTEN APPROVAL FROM A RENT RELIEF**
15 **PROGRAM WITHIN 45 DAYS AFTER THE DATE ON WHICH THE COMPLETED**
16 **APPLICATION WAS SUBMITTED;**

17 **(2) FOR A SECOND OR SUBSEQUENT APPLICATION FOR RENT RELIEF,**
18 **THE LANDLORD OR TENANT DOES NOT RECEIVE WRITTEN APPROVAL FROM A RENT**
19 **RELIEF PROGRAM WITHIN 14 DAYS AFTER THE DATE ON WHICH THE COMPLETED**
20 **APPLICATION WAS SUBMITTED;**

21 **(3) AFTER THE DATE ON WHICH NOTICE IS PROVIDED IN**
22 **ACCORDANCE WITH SUBSECTION (C) OF THIS SECTION, THE TENANT REFUSES TO:**

23 **(I) APPLY FOR A RENT RELIEF PROGRAM; OR**

24 **(II) PROVIDE THE INFORMATION NECESSARY FOR THE**
25 **LANDLORD TO APPLY TO A RENT RELIEF PROGRAM ON BEHALF OF THE TENANT;**

26 **(4) A TENANT IS INELIGIBLE TO RECEIVE RENTAL ASSISTANCE FROM**
27 **A RENT RELIEF PROGRAM; OR**

28 **(5) THERE ARE NO REMAINING FUNDS THROUGH THE FEDERAL**
29 **CARES ACT OR THE AMERICAN RESCUE PLAN OF 2021 DEDICATED FOR RENTAL**
30 **ASSISTANCE THROUGH RENT RELIEF PROGRAMS IN THE STATE.**

31 SECTION 2. AND BE IT FURTHER ENACTED, That this Act is an emergency
32 measure, is necessary for the immediate preservation of the public health or safety, has
33 been passed by a yea and nay vote supported by three-fifths of all the members elected to

1 each of the two Houses of the General Assembly, and shall take effect from the date it is
2 enacted. It shall remain effective through June 30, 2023, and, at the end of June 30, 2023,
3 this Act, with no further action required by the General Assembly, shall be abrogated and
4 of no further force and effect.