

HOUSE BILL 881

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2lr0587

By: **Delegates Wilkins, Carr, Charkoudian, Ebersole, W. Fisher, Hill, J. Lewis, Lopez, Luedtke, Moon, Solomon, Stewart, Terrasa, Washington, and Williams**

Introduced and read first time: February 7, 2022

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant – Residential Leases and Holdover Tenancies – Local Just**
3 **Cause Termination Provisions**

4 FOR the purpose of authorizing a county, including Baltimore City, to adopt by local law
5 or ordinance provisions prohibiting a landlord of residential property from failing to
6 renew a lease during the lease period or from terminating a holdover tenancy
7 without just cause; establishing certain requirements for a local law or ordinance
8 adopted in accordance with this Act; and generally relating to residential leases and
9 holdover tenancies.

10 BY repealing and reenacting, without amendments,
11 Article – Real Property
12 Section 8–402(c)(1) and (d)
13 Annotated Code of Maryland
14 (2015 Replacement Volume and 2021 Supplement)

15 BY repealing and reenacting, with amendments,
16 Article – Real Property
17 Section 8–402(c)(2)
18 Annotated Code of Maryland
19 (2015 Replacement Volume and 2021 Supplement)

20 BY adding to
21 Article – Real Property
22 Section 8–402.5
23 Annotated Code of Maryland
24 (2015 Replacement Volume and 2021 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



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 (c) (1) This subsection applies to all cases of tenancies at the expiration of a
6 stated term, tenancies from year to year, tenancies from month to month, and tenancies
7 from week to week.

8 (2) Except as provided in paragraphs [3 and 4] **(3) AND (4)** of this
9 subsection, **AND SUBJECT TO ANY LOCAL REQUIREMENT ADOPTED UNDER § 8–402.5**
10 **OF THIS SUBTITLE**, a landlord shall provide written notice of the intent to terminate a
11 tenancy:

12 (i) If the parties have a written lease for a stated term in excess of
13 1 week or a tenancy from month to month, 60 days before the expiration of the tenancy;

14 (ii) In the case of tenancies from year to year, including tobacco farm
15 tenancies from year to year but excluding all other farm tenancies from year to year, 90
16 days before the expiration of the current year of the tenancy;

17 (iii) In the case of tenancies from year to year for all other farm
18 tenancies, 180 days before the expiration of the current year of the tenancy; and

19 (iv) In the case of tenancies from week to week:

20 1. If the parties have a written lease, 7 days before the
21 expiration of the tenancy; or

22 2. If the parties do not have a written lease, 21 days before
23 the expiration of the tenancy.

24 (d) Unless stated otherwise in the written lease and initialed by the tenant, when
25 a landlord consents to a holdover tenant remaining on the premises, the holdover tenant
26 becomes a periodic week–to–week tenant if the tenant was a week–to–week tenant before
27 the tenant’s holding over, and a periodic month–to–month tenant in all other cases.

28 **8–402.5.**

29 **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**
30 **INDICATED.**

31 **(2) “HOLDOVER TENANCY” MEANS A TENANCY ESTABLISHED UNDER**
32 **§ 8–402(D) OF THIS SUBTITLE.**

1 **(3) (I) “JUST CAUSE” MEANS GROUNDS THAT JUSTIFY THE**
2 **NONRENEWAL OF A LEASE OR THE TERMINATION OF A HOLDOVER TENANCY BY A**
3 **LANDLORD.**

4 **(II) “JUST CAUSE” INCLUDES:**

5 **1. A TENANT COMMITTING A SUBSTANTIAL BREACH OF**
6 **THE LEASE OR CAUSING SUBSTANTIAL DAMAGE TO THE LEASED PREMISES OR**
7 **ANOTHER AREA OF THE PROPERTY AND, AFTER RECEIVING NOTICE TO CURE OR**
8 **CORRECT THE BREACH OR PAY THE REASONABLE COST OF REPAIRING THE DAMAGE,**
9 **THE TENANT FAILS TO COMPLY WITHIN A REASONABLE PERIOD OF TIME**
10 **ESTABLISHED UNDER LOCAL LAW OR ORDINANCE;**

11 **2. AFTER RECEIVING NOTICE FROM A LANDLORD, A**
12 **TENANT FAILING TO CEASE DISORDERLY CONDUCT THAT DISTURBS THE PEACE AND**
13 **QUIET OF OTHER TENANTS WITHIN A REASONABLE PERIOD ESTABLISHED UNDER**
14 **LOCAL LAW OR ORDINANCE;**

15 **3. A TENANT ENGAGING IN ILLEGAL ACTIVITY ON THE**
16 **LEASED PREMISES, ANOTHER AREA OF THE PROPERTY, OR A PUBLIC RIGHT-OF-WAY**
17 **ABUTTING THE LEASED PREMISES;**

18 **4. A TENANT, WITHOUT REASONABLE CAUSE, REFUSING**
19 **TO GRANT THE LANDLORD ACCESS TO THE LEASED PREMISES FOR THE PURPOSE OF**
20 **MAKING REPAIRS OR IMPROVEMENTS OR INSPECTING THE LEASED PREMISES, OR**
21 **AS OTHERWISE AUTHORIZED UNDER THE RESIDENTIAL LEASE OR APPLICABLE LAW;**

22 **5. A LANDLORD, IN GOOD FAITH, SEEKING TO RECOVER**
23 **POSSESSION OF THE LEASED PREMISES FOR USE BY THE LANDLORD OR THE**
24 **LANDLORD’S SPOUSE, CHILD, PARENT, OR GRANDPARENT;**

25 **6. A LANDLORD, IN GOOD FAITH, SEEKING TO REMOVE**
26 **THE LEASED PREMISES FROM THE RENTAL MARKET FOR A PERIOD OF TIME; OR**

27 **7. A LANDLORD, AFTER HAVING OBTAINED ALL**
28 **NECESSARY PERMITS, SEEKING TO UNDERTAKE SUBSTANTIAL REPAIRS OR**
29 **RENOVATIONS THAT CANNOT BE COMPLETED WHILE THE LEASED PREMISES ARE**
30 **OCCUPIED.**

31 **(B) THIS SECTION APPLIES ONLY TO RESIDENTIAL LEASES.**

1 **(C) (1) (I) A COUNTY MAY ENACT, BY LOCAL LAW OR ORDINANCE,**
2 **PROVISIONS THAT PROHIBIT A LANDLORD FROM FAILING TO RENEW A LEASE**
3 **DURING THE LEASE PERIOD OR SEEKING TO TERMINATE A HOLDOVER TENANCY**
4 **WITHOUT JUST CAUSE.**

5 **(II) A LOCAL LAW OR ORDINANCE MAY NOT REQUIRE A**
6 **LANDLORD TO PROVIDE JUST CAUSE IF A TENANT PROVIDES NOTICE TO THE**
7 **LANDLORD THAT EXPRESSES THE TENANT'S INTENT NOT TO RENEW THE LEASE OR**
8 **TO CONTINUE WITH THE HOLDOVER TENANCY.**

9 **(2) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH,**
10 **NOTHING IN THIS SECTION MAY BE INTERPRETED TO ALTER THE RIGHTS OF A**
11 **LANDLORD THAT SEEKS RELIEF UNDER THIS SUBTITLE.**

12 **(II) A LANDLORD IN A COUNTY THAT HAS ADOPTED A LOCAL**
13 **LAW OR ORDINANCE UNDER THIS SUBSECTION MAY SEEK RELIEF UNDER § 8-402 OF**
14 **THIS SUBTITLE ONLY AFTER DECLINING TO ENTER INTO A NEW LEASE OR TO**
15 **CONTINUE A HOLDOVER TENANCY IN ACCORDANCE WITH THE PROVISIONS OF THE**
16 **LOCAL LAW OR ORDINANCE.**

17 **(D) A LOCAL LAW OR ORDINANCE ADOPTED UNDER SUBSECTION (C) OF THIS**
18 **SECTION SHALL REQUIRE THAT:**

19 **(1) A LANDLORD PROVIDE WRITTEN NOTICE BY FIRST-CLASS MAIL**
20 **WITH A CERTIFICATE OF MAILING TO A TENANT STATING THE JUST CAUSE FOR THE**
21 **NONRENEWAL OF A LEASE OR THE TERMINATION OF A HOLDOVER TENANCY;**

22 **(2) A COMPLAINT FILED UNDER § 8-402 OF THIS SUBTITLE INCLUDE**
23 **A STATEMENT OF THE JUST CAUSE FOR THE NONRENEWAL OF A LEASE OR THE**
24 **TERMINATION OF A HOLDOVER TENANCY; AND**

25 **(3) A LANDLORD WHO FILES A COMPLAINT UNDER § 8-402 OF THIS**
26 **SUBTITLE PLEAD SPECIFIC FACTS DEMONSTRATING JUST CAUSE FOR THE**
27 **NONRENEWAL OF A LEASE OR THE TERMINATION OF A HOLDOVER TENANCY.**

28 **(E) A LOCAL LAW OR ORDINANCE ADOPTED UNDER THIS SECTION MAY NOT**
29 **CONFLICT WITH THE NOTICE REQUIREMENTS OF § 8-402(C) OF THIS SUBTITLE.**

30 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
31 October 1, 2022.