

HB0273/193924/1

BY: Delegate Schmidt

AMENDMENTS TO HOUSE BILL 273
(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in line 2, after “Leases –” insert “**Prohibitions, Requirements, and**”; in the same line, strike “– **Calculation**”; in line 3, after “of” insert “prohibiting a tenant from renting from a certain landlord without using a written lease; requiring a prospective tenant who rents using a written lease to provide a prospective applicant for a lease a copy of the proposed form of lease in writing; changing the applicability of certain provisions that are prohibited to be in a residential lease to include landlords or tenants;”; in line 6, after “to” insert “prohibitions and requirements for”; in line 10, strike “and 8–208(g)”; and in line 15, strike “8–208(d)(3)” and substitute “8–208(a), (b), (d), (e), and (g)”.

AMENDMENT NO. 2

On page 2, after line 5, insert:

“(a) (1) On or after October 1, 1999[, any]:

(I) ANY landlord who offers 5 or more dwelling units for rent in the State may not rent a residential dwelling unit without using a written lease; AND

(II) A TENANT MAY NOT RENT A RESIDENTIAL DWELLING UNIT FROM A LANDLORD WHO OFFERS 5 OR MORE DWELLING UNITS FOR RENT IN THE STATE UNLESS A WRITTEN LEASE IS USED.

(2) If a landlord OR TENANT fails to comply with paragraph (1) of this subsection, the term of the tenancy is presumed to be 1 year from the date of the tenant’s

first occupancy unless the LANDLORD OR tenant elects to end the tenancy at an earlier date by giving 1 month's written notice.

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

in lines 6, 14, and 15, in each instance, after “landlord” insert “OR TENANT”; after line 6, insert:

“(1) Has the LANDLORD OR tenant authorize any person to confess judgment on a claim arising out of the lease;

(2) Has the LANDLORD OR tenant agree to waive or to forego any right or remedy provided by applicable law;”;

after line 12, insert:

“(4) Has the LANDLORD OR tenant waive the right to a jury trial;

(5) Has the LANDLORD OR tenant agree to a period required for landlord's OR TENANT'S notice to quit which is less than that provided by applicable law, except that the parties may agree to a longer notice period than that required by applicable law;

(6) Authorizes the landlord to take possession of the leased premises, or the tenant's personal property unless the lease has been terminated by action of the parties or by operation of law, and the personal property has been abandoned by the tenant without the benefit of formal legal process;

- (7) Is against public policy and void under § 8–105 of this title;
- (8) Permits a landlord OR TENANT to commence an eviction proceeding or issue a notice to quit solely as retaliation against any tenant for planning, organizing, or joining a tenant organization with the purpose of negotiating collectively with the landlord;
- (9) Requires the LANDLORD OR tenant to accept notice of rent increases under § 8–209 of this subtitle or § 8–401 of this title by electronic delivery;
- (10) (i) Limits the ability of a LANDLORD OR tenant to summon the assistance of law enforcement or emergency services or penalizes a tenant solely for summoning the assistance of law enforcement or emergency services; or
- (ii) Penalizes a LANDLORD OR tenant for the actions of another individual solely because the individual summoned the assistance of law enforcement or emergency services;
- (11) Requires a tenant to pay more than the sum of the security deposit under § 8–203(b) of this subtitle and the first month’s rent in order to commence the lease and occupy the premises;
- (12) Waives or places conditions on a tenant’s right of first refusal under § 8–119 of this title; or
- (13) Except as authorized under § 7–301(c)(5)(ii) of the Courts Article, provides that a tenant is responsible for, or requires a tenant to agree to be responsible for, payment of a filing surcharge assessed against the landlord by the District Court under § 7–301(c)(2)(i)1 of the Courts Article.

(e) (1) Except for a lease containing an automatic renewal period of 1 month or less, a lease that contains a provision calling for an automatic renewal of the lease term unless prior notice is given by the party or parties seeking to terminate the lease, shall have the provision distinctly set apart from any other provision of the lease and provide a space for the written acknowledgment of the LANDLORD'S OR tenant's agreement to the automatic renewal provision.

(2) An automatic renewal provision that is not specifically accompanied by [either] the LANDLORD'S INITIALS, SIGNATURE, OR WITNESSED MARK AND THE tenant's initials, signature, or witnessed mark is unenforceable by the landlord OR TENANT.”;

and in line 18, in each instance, after “the” insert “LANDLORD OR”.