

HOUSE BILL 1537

N1

5lr3554

By: **Delegate Wims**

Introduced and read first time: February 25, 2025

Assigned to: Rules and Executive Nominations

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property – Implied Warranties – Incomplete or Missing Improvements**

3 FOR the purpose of providing that certain provisions of law pertaining to implied
4 warranties do not apply to certain improvements; and generally relating to implied
5 warranties for the sale of real property.

6 BY repealing and reenacting, with amendments,
7 Article – Real Property
8 Section 10–203
9 Annotated Code of Maryland
10 (2023 Replacement Volume and 2024 Supplement)

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

13 **Article – Real Property**

14 10–203.

15 (a) Except as provided in subsection (b) of this section or unless excluded or
16 modified pursuant to subsection (d) of this section, in every sale, warranties are implied
17 that, at the time of the delivery of the deed to a completed improvement or at the time of
18 completion of an improvement not completed when the deed is delivered, the improvement
19 is:

- 20 (1) Free from faulty materials;
- 21 (2) Constructed according to sound engineering standards;
- 22 (3) Constructed in a workmanlike manner; and

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (4) Fit for habitation.

2 (b) The warranties of subsection (a) of this section do not apply to [any]:

3 (1) ANY condition that an inspection of the premises would reveal to a
4 reasonably diligent purchaser at the time the contract is signed; OR

5 (2) AN IMPROVEMENT THAT WAS INCOMPLETE OR MISSING AT THE
6 TIME OF THE DELIVERY OF THE DEED.

7 (c) If the purchaser, expressly or by implication, makes known to the vendor the
8 particular purpose for which the improvement is required, and it appears that the
9 purchaser relies on the vendor's skill and judgment, there is an implied warranty that the
10 improvement is reasonably fit for the purpose.

11 (d) Neither words in the contract of sale, nor the deed, nor merger of the contract
12 of sale into the deed is effective to exclude or modify any implied warranty. However, if the
13 contract of sale pertains to an improvement then completed, an implied warranty may be
14 excluded or modified wholly or partially by a written instrument, signed by the purchaser,
15 setting forth in detail the warranty to be excluded or modified, the consent of the purchaser
16 to exclusion or modification, and the terms of the new agreement with respect to it.

17 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
18 October 1, 2025.