

Chapter 754

(Senate Bill 729)

AN ACT concerning

Real Property – Access to Counsel in Evictions Program ~~and Mobile Home Parks – Expansion~~

FOR the purpose of altering the Access to Counsel in Evictions Program to expand access to legal representation and other services under the Program to individuals who occupy premises of a mobile home park; ~~authorizing a prospective resident of a mobile home park to bring a certain action against a park owner under certain circumstances; altering certain provisions of law related to tenancies, rental agreements, rental agreement offers, and notice requirements between park owners, residents, qualified residents, and subtenants; requiring a park owner to establish a certain pet policy for the residents of the park on or before a certain date; establishing certain requirements and prohibitions related to park fees and utility fees imposed by a park owner; prohibiting a utility vendor from billing certain residents in a certain manner and establishing certain notice requirements for the utility vendor; prohibiting a park owner from denying or limiting certain privileges of a mobile home park because of the nonpayment of rent by a resident or certain characteristics of a person; requiring a park owner to ensure each resident has access to a water supply that meets certain standards; altering the grounds for eviction from a mobile home park; establishing a certain time period for a resident to cure the nonpayment of rent; requiring a park owner to join a known subtenant as a defendant in an action for repossession of the premises; prohibiting a park owner from repossessing the premises of a subtenant except under certain circumstances; establishing certain procedures and requirements for the execution of a warrant for repossession related to the appeal of a judgment and the repossession of the premises by a park owner; and generally relating to the Access to Counsel in Evictions Program ~~and mobile home parks.~~~~

BY repealing and reenacting, with amendments,

Article – Real Property

Section 8-901, ~~and 8-904 through 8-907; SA 101, SA 201, SA 202, SA 301, SA 401, SA 402, SA 501, SA 503, SA 604, SA 801, SA 1001(a)(1), SA 1101, SA 1301, SA 1502, and SA 1701 through SA 1703~~

Annotated Code of Maryland

(2023 Replacement Volume and 2025 Supplement)

BY repealing and reenacting, without amendments,

Article – Real Property

Section 8-903

Annotated Code of Maryland

(2023 Replacement Volume and 2025 Supplement)

~~BY repealing~~

~~Article – Real Property
Section 8A–403
Annotated Code of Maryland
(2023 Replacement Volume and 2025 Supplement)~~

~~BY adding to~~

~~Article – Real Property
Section 8A–1701, 8A–1705, and 8A–1706
Annotated Code of Maryland
(2023 Replacement Volume and 2025 Supplement)~~

~~BY renumbering~~

~~Article – Real Property
Section 8A–404 through 8A–406
to be Section 8A–403 through 8A–405, respectively
Annotated Code of Maryland
(2023 Replacement Volume and 2025 Supplement)~~

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

Article – Real Property

8–901.

(a) In this subtitle the following words have the meanings indicated.

(b) “Community group” means a nonprofit entity with the capacity to conduct tenant outreach and provide engagement, education, and information.

(c) “Covered individual” means an individual who:

(1) Occupies a residential property under a claim of legal right other than owner, including [a]:

(I) A tenant in a building owned, operated, or managed by a public housing authority; and

(II) AN INDIVIDUAL WHO OCCUPIES PREMISES OF A MOBILE HOME PARK UNDER TITLE 8A OF THIS ARTICLE; AND

(2) Is a member of a household with an income that is not greater than 50% of the median income, adjusted for household size, in the State as determined by the United States Department of Health and Human Services or its successor.

(d) “Designated organization” means a nonprofit entity designated by MLSC with the ability to provide legal representation to covered individuals.

(e) “Fund” means the Access to Counsel in Evictions Special Fund.

(f) “Legal representation” includes all representation by an attorney beyond brief legal advice and is not limited to the formal entry of appearance in court.

(g) “MLSC” means the Maryland Legal Services Corporation.

(h) “Program” means the Access to Counsel in Evictions Program.

(I) “RESIDENT” HAS THE MEANING STATED IN § 8A-101 OF THIS ARTICLE.

[(i) (J) “Task Force” means the Access to Counsel in Evictions Task Force.

8-903.

(a) There is an Access to Counsel in Evictions Program administered by MLSC.

(b) The purpose of the Program is to organize and direct services and resources in order to provide all covered individuals in the State with access to legal representation as required under this subtitle.

8-904.

(a) **(1)** Under the Program, MLSC shall provide for access to legal representation by a covered individual for a judicial or administrative proceeding to **[evict]:**

(I) EVICT or terminate the tenancy or housing subsidy of a covered individual[, including]; **OR**

(II) REPOSSESS THE PREMISES OF A COVERED INDIVIDUAL UNDER TITLE 8A OF THIS ARTICLE.

(2) THE ACCESS TO LEGAL REPRESENTATION UNDER PARAGRAPH (1) OF THIS SUBSECTION INCLUDES the first appeal of a decision in the proceeding if the designated organization determines that there are sufficient legal grounds for the appeal.

(b) (1) Under the Program, a designated organization shall ensure that a covered individual receives access to legal representation by an attorney in a proceeding as required under this subtitle as soon as possible after:

(i) A landlord provides notice to terminate a tenancy;

(ii) ~~A PARK OWNER PROVIDES A RESIDENT OR SUBTENANT A NOTICE OF INTENT TO FILE A COMPLAINT FOR REPOSSESSION OF THE PREMISES UNDER § 8A-1701 OF THIS ARTICLE;~~

~~(iii)~~ The initiation of an eviction proceeding; or

~~{(iii)}~~ ~~(iv)~~ The determination by a designated organization that a proceeding related to a constructive eviction on behalf of a covered individual should be initiated.

(2) If feasible, legal representation required under this subsection should begin no later than the time of the covered individual's first appearance in a proceeding.

(c) MLSC may contract with a designated organization to provide all or part of the services required under this section.

8-905.

(a) MLSC shall develop an informational pamphlet in both English and other languages MLSC determines appropriate:

(1) Describing the legal rights of tenants **AND RESIDENTS** and the access to counsel established under this subtitle; and

(2) Providing information on resources available to tenants **AND RESIDENTS**.

(b) A sheriff or constable shall provide a copy of the pamphlet described under subsection (a) of this section in addition to the process served on a tenant, an assignee, or a subtenant in accordance with the following provisions of this article:

(1) An eviction proceeding for a failure to pay rent under § 8-401 of this title;

(2) An eviction proceeding for a tenant holding over under § 8-402 of this title; [and]

(3) An eviction proceeding for a breach of lease under § 8-402.1 of this title;
AND

(4) **A REPOSSESSION PROCEEDING UNDER TITLE 8A, SUBTITLE 17 OF THIS ARTICLE.**

8-906.

MLSC shall designate and contract with appropriate community groups to conduct outreach and provide education to tenants AND RESIDENTS locally and throughout the State regarding [tenants'] THE rights and [the] access to legal representation under this subtitle.

8-907.

On or before August 31 each year, MLSC shall report to the Governor and, in accordance with § 2-1257 of the State Government Article, the General Assembly the following information for the immediately preceding fiscal year:

(1) The number of cases in which a covered individual was provided legal representation, disaggregated by case type, including:

(i) Nonpayment of rent under § 8-401 of this title ~~OR § 8A-1702 § 8A-1701 OF THIS ARTICLE;~~

(ii) [Tenant holdover] **HOLDOVER** under § 8-402 of this title ~~OR § 8A-1703 § 8A-1702 OF THIS ARTICLE;~~ [and]

(iii) Breach of lease under § 8-402.1 of this title; AND

(IV) BREACH OF RENTAL AGREEMENT UNDER § 8A-1704 § 8A-1703 OF THIS ARTICLE;

(2) The amount paid to attorneys for each case managed;

(3) The geographic distribution of cases;

(4) Data on the disposition of cases decided;

(5) The amount of State and federal funds allocated to each designated organization; and

(6) The number of covered individuals provided legal representation for multiple cases.

~~8A-101.~~

~~(a) In this title the following words have the meanings indicated.~~

~~(b) "Gratuity" includes donation, bonus, fee, or gift.~~

~~(c) (1) "Mobile home" means a structure:~~

~~(i) Transportable in one or more sections;~~

- ~~(ii) 8 or more body feet in width and 30 or more body feet in length;~~
 - ~~(iii) Built on a permanent chassis; and~~
 - ~~(iv) Designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities.~~
- ~~(2) "Mobile home" includes the plumbing, heating, air conditioning, and electrical systems contained in the structure.~~
- ~~(d) "Park" means any property leased or held out for lease to two or more residents or prospective residents.~~
- ~~(e) "Park fee" means any fee, charge, or assessment charged for the use of the park or for services rendered.~~
- ~~(f) "Park owner" means any person who has interest in the park and includes any person acting as the agent of a park owner as to the managerial or operations acts taken as the agent of the owner.~~
- ~~(g) "Premises" means any:~~
- ~~(1) Lot, plot, site, or parcel in the park; or~~
 - ~~(2) Building, structure, or mobile home in the park.~~
- ~~(h) "Rent" means any money or other consideration given for the right of use, possession, and occupancy of the premises.~~
- ~~(i) "Rental agreement" means any written understanding between a resident and park owner whereby the resident is entitled to place his mobile home on a site in the park for payment of consideration to the park owner.~~
- ~~(j) (1) "Resident" means a mobile home owner who leases or rents a site for residential use and resides in a mobile home park.~~
- ~~(2) "Resident" includes a person who maintains a permanent residence with the mobile home owner, and who obtains title to the mobile home after the death of the owner under the terms of a will or by operation of law.~~
- ~~(k) "Rule" means any rule established by the owner.~~
- ~~(l) "Security deposit" means any payment of money, including payment of last month's rent in advance of the time it is due, given to a park owner by a resident in order to protect the park owner against nonpayment of rent or damage to the leased premises.~~

~~(m) (1) "SUBSTANTIAL VIOLATION" MEANS ONE OF THE FOLLOWING ACTIONS BY A RESIDENT:~~

~~(i) POSING A SERIOUS AND IMMEDIATE THREAT TO THE HEALTH, SAFETY, OR PROPERTY OF THE PARK OWNER, ANOTHER RESIDENT, OR ANY OTHER PERSON AT THE PARK; OR~~

~~(ii) CONTINUING ANY OF THE FOLLOWING BEHAVIORS AFTER WRITTEN NOTICE FROM THE PARK OWNER AND AN OPPORTUNITY TO CORRECT THE BEHAVIOR:~~

~~1. MATERIALLY IMPAIRING THE USE OF THE PARK OR THE PEACE AND QUIET OF OTHER RESIDENTS; OR~~

~~2. WILLFULLY AND REPEATEDLY DISREGARDING THE RULES OF THE RENTAL AGREEMENT.~~

~~(2) "SUBSTANTIAL VIOLATION" DOES NOT INCLUDE A VIOLATION OF A PROVISION OF THE PARK RULES OR THE RENTAL AGREEMENT THAT A COURT DETERMINES TO BE UNCONSCIONABLE IN ACCORDANCE WITH § 8A-1502 OF THIS TITLE.~~

~~(N) (1) "Utility service" means any service available to the premises from a private or public central source. [Such services may include]~~

~~(2) "UTILITY SERVICE" INCLUDES sewer, water, WELL WATER, SEPTIC, electricity, telephone, gas, oil, and cable television.~~

~~(O) "UTILITY VENDOR" MEANS A PERSON THAT IS IN THE BUSINESS OF PROVIDING A UTILITY SERVICE.~~

~~(P) "WELL WATER SERVICE" INCLUDES ASSOCIATED SEWER OR SEPTIC SERVICE.~~

~~8A-201.~~

~~(a) Before a current or prospective resident signs a rental agreement or occupies the premises, a park owner shall:~~

~~(1) (i) Provide the prospective resident with a written notice identifying the availability[,] AND capacity[,] and connection fee] of all utility services at the proposed site in order to assure the proper and adequate installation of the mobile home.~~

~~(H) The prospective resident shall furnish to the park owner a written acknowledgment of this notification and acceptance of the site as proposed.~~

~~(2) Deliver a copy of the rules and an explanation of any provision for amendment of the rule.~~

~~(3) Deliver a copy of the rental agreement which shall contain the following:~~

~~(i) A specific identification of the site to be leased;~~

~~(ii) A term of tenancy of at least 1 year;~~

~~(iii) A stipulation of:~~

~~1. The total amount of annual rental for the site;~~

~~2. The term of payment, whether monthly, quarterly, semiannually, or annually;~~

~~3. The amount due for each installment;~~

~~4. The amount of any late payment fee; and~~

~~5. All park fees, in a manner that identifies the service to be provided for each park fee;~~

~~(iv) A description of each general obligation of the resident and park owner;~~

~~(v) A description of each service, facility, and utility service that the park owner will provide;~~

~~(vi) A description of any termination and renewal option;~~

~~(vii) The text of [~~§ 8A-202(c)~~] **§ 8A-202(B)** of this subtitle, which defines “qualified resident”; and~~

~~(viii) A specific reference to this title as the law that governs the relationships between the resident and park owner.~~

~~(b) (1) A rental agreement may not require an annual payment of rent for a site.~~

~~(2) A prospective resident may request and a park owner may agree that the resident make an annual payment of rent for the site.~~

~~(C) (1) AN AGGRIEVED RESIDENT MAY BRING AN ACTION AGAINST A PARK OWNER FOR A VIOLATION OF THIS SECTION.~~

~~(2) (I) IF A COURT FINDS IN FAVOR OF A RESIDENT, THE COURT SHALL ORDER THE PARK OWNER TO CURE THE VIOLATION AND OFFER AN UPDATED RENTAL AGREEMENT TO THE RESIDENT IN WRITING WITHIN 30 DAYS AFTER THE DATE OF THE COURT ORDER.~~

~~(II) 1. AN UPDATED RENTAL AGREEMENT UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH SHALL:~~

~~A. OFFER A TERM OF TENANCY OF AT LEAST 1 YEAR; AND~~

~~B. CONTAIN TERMS AND CONDITIONS THAT ARE SUBSTANTIALLY SIMILAR TO RENTAL AGREEMENTS OF OTHER RESIDENTS.~~

~~2. THE TERM OF THE TENANCY UNDER SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH MAY NOT COMMENCE BEFORE THE DATE THAT THE RESIDENT ACCEPTS THE RENTAL AGREEMENT.~~

~~(3) (I) WITHIN 30 DAYS AFTER THE DATE ON WHICH THE RESIDENT RECEIVES THE UPDATED RENTAL AGREEMENT UNDER PARAGRAPH (2) OF THIS SUBSECTION, THE RESIDENT SHALL ACCEPT OR REJECT THE AGREEMENT.~~

~~(II) IF A RESIDENT REJECTS THE UPDATED RENTAL AGREEMENT, THE COURT SHALL:~~

~~1. TERMINATE THE RENTAL AGREEMENT;~~

~~2. AWARD REASONABLE RELOCATION EXPENSES TO THE RESIDENT; AND~~

~~3. PROVIDE THE RESIDENT A REASONABLE PERIOD OF TIME TO RELOCATE.~~

~~(D) IF IN ANY PROCEEDING A COURT DETERMINES THAT A PARK OWNER VIOLATED A PROVISION OF THIS SECTION, THE RESIDENT MAY RECOVER:~~

~~(1) DAMAGES NOT MORE THAN THREE TIMES THE MONTHLY RENT PAID BY THE RESIDENT;~~

~~(2) REASONABLE ATTORNEY'S FEES AND COSTS; AND~~

~~(3) ANY OTHER REMEDY THE COURT FINDS REASONABLE.~~~~SA-202.~~

~~(a) (1) A park owner shall offer all [current and] prospective year-round residents [a] AN INITIAL rental agreement for a period of [not less than] AT LEAST 1 year.~~

~~[(b)] (2) [Upon] ON the expiration of the [initial] term OF THE INITIAL RENTAL AGREEMENT, the [resident] FOLLOWING RESIDENTS shall be on a month-to-month term, unless a longer term is agreed to by the parties[, subject to the modified provisions relating to the amount and payment of rent.];~~

~~(i) A RESIDENT WHO IS NOT A QUALIFIED RESIDENT AND HAS NOT ENTERED INTO A SUBSEQUENT RENTAL AGREEMENT WITH THE PARK OWNER; AND~~

~~(ii) A QUALIFIED RESIDENT WHO DOES NOT ACCEPT AN OFFER FROM A PARK OWNER TO RENEW THE RENTAL AGREEMENT IN ACCORDANCE WITH SUBSECTION (B) OF THIS SECTION.~~

~~(3) A TERM OF A RENTAL AGREEMENT UNDER THIS SUBSECTION:~~

~~(i) IS SUBJECT TO THE MODIFICATION OF PROVISIONS RELATING TO THE AMOUNT AND PAYMENT OF RENT; AND~~

~~(ii) MAY BE TERMINATED BY EITHER PARTY ON 90 DAYS' WRITTEN NOTICE.~~

~~[(e)] (B) (1) In this subsection, "qualified resident" means a [year-round] resident who:~~

~~(i) [Has made rental payments on the due date or within any grace period commonly permitted in the park during the preceding year;~~

~~(ii) Within the [preceding] 6 month period IMMEDIATELY PRECEDING THE EXPIRATION OF THE EXISTING TERM, has not committed a [repeated] SUBSTANTIAL violation of any rule or provision of the rental agreement [and, at the time the term expires, no substantial violation exists]; and~~

~~[(iii)] (ii) Owns a mobile home that REASONABLY meets the standards of the park.~~

~~[(2) (i) Before the expiration of a 1-year term, or upon request of the resident at any time during a month to month term, a park owner shall offer to a qualified resident a rental agreement for a 1-year period.~~

~~(ii) An offer of a rental agreement for a 1-year term to a qualified resident shall.]~~

~~(2) A PARK OWNER SHALL OFFER A QUALIFIED RESIDENT A RENEWAL OF A RENTAL AGREEMENT FOR A TERM OF AT LEAST 1 YEAR;~~

~~(i) BEFORE THE EXPIRATION OF AN EXISTING RENTAL AGREEMENT; AND~~

~~(ii) ON REQUEST OF THE RESIDENT, AT ANY TIME DURING A MONTH TO MONTH TERM.~~

~~(3) SUBJECT TO MODIFIED PROVISIONS RELATING TO THE AMOUNT AND PAYMENT OF RENT, A RENTAL AGREEMENT THAT IS OFFERED UNDER PARAGRAPH (2) OF THIS SUBSECTION SHALL CONTAIN TERMS AND CONDITIONS THAT ARE SUBSTANTIALLY SIMILAR TO THOSE OF THE EXISTING RENTAL AGREEMENT.~~

~~(4) AN OFFER BY THE PARK OWNER TO A QUALIFIED RESIDENT UNDER THIS SUBSECTION SHALL:~~

~~[1.] (i) Be delivered to the resident no later than [30] 90 days before the expiration of the existing term;~~

~~[2.] (ii) Explain, in clear language [, a]:~~

~~1. A qualified resident's right to [the 1-year term, and] BE OFFERED A RENTAL AGREEMENT WITH A TERM OF AT LEAST 1 YEAR;~~

~~2. THE CRITERIA FOR A RESIDENT TO BE CLASSIFIED AS A QUALIFIED RESIDENT AND HOW TO MAINTAIN THAT CLASSIFICATION;~~

~~3. THE VIOLATIONS THAT A RESIDENT MAY CURE TO REMAIN CLASSIFIED AS A QUALIFIED RESIDENT AND HOW A RESIDENT MAY CURE A VIOLATION; AND~~

~~4. THE CONSEQUENCES OF A LOSS OF CLASSIFICATION AS A QUALIFIED RESIDENT; AND~~

~~[(3)] (III) Contain a statement that, if the resident chooses not to [enter into a 1-year agreement] ACCEPT THE OFFER, the lease will continue on a month-to-month term that can be discontinued by either party, [upon 30] ON 90 days' WRITTEN notice.~~

~~(5) NOTWITHSTANDING THE TERM OF A RENTAL AGREEMENT THAT IS RENEWED FOLLOWING AN OFFER UNDER THIS SUBSECTION, A QUALIFIED RESIDENT MAY TERMINATE THE RENTAL AGREEMENT 90 DAYS AFTER PROVIDING WRITTEN NOTICE TO THE PARK OWNER.~~

~~(6) (i) IF A PARK OWNER DOES NOT INTEND TO OFFER A RESIDENT A RENEWAL OF THE RENTAL AGREEMENT ON THE BASIS THAT THE RESIDENT IS NOT A QUALIFIED RESIDENT, THE PARK OWNER SHALL PROVIDE THE RESIDENT WITH WRITTEN NOTICE AT LEAST 90 DAYS BEFORE THE EXPIRATION OF THE EXISTING TERM.~~

~~(ii) A NOTICE UNDER SUBPARAGRAPH (i) OF THIS PARAGRAPH SHALL:~~

~~1. STATE THE SPECIFIC REASON WHY THE PARK OWNER DETERMINED THAT THE RESIDENT IS NOT A QUALIFIED RESIDENT; AND~~

~~2. PROVIDE THE RESIDENT WITH AN OPPORTUNITY TO:~~

~~A. MEET WITH THE PARK OWNER TO REVIEW THE BASIS FOR THE DECISION OF THE PARK OWNER; AND~~

~~B. PRESENT INFORMATION TO THE PARK OWNER TO SUPPORT A RECONSIDERATION OF THE DECISION.~~

~~[(3)] (C) If the use of land is changed:~~

~~[(i)] (1) All residents shall be entitled to a 1-year prior written notice of termination notwithstanding the provisions of a longer term in a rental agreement; and~~

~~[(ii)] (2) The park owner shall send to the local governing body of the county or municipal corporation in which the park is located a copy of the written notice of termination sent to the residents under item [(i)] (1) of this [paragraph] SUBSECTION.~~

~~[(4) If a resident's rental agreement is not renewed on the basis that the resident is not a qualified resident, the park owner shall, within 5 days, provide the resident with a written statement of the specific reason for nonrenewal of the rental agreement.]~~

~~[(5)] (D) A resident who has been offered a 1-year rental agreement under this section, and who has selected a month-to-month term and has not requested a 1-year rental agreement under this section, is not entitled to a 1-year rental agreement after a notice to terminate is delivered by certified mail to the resident by the park owner.~~

~~[(d)] (E) If any rental agreement 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 rental agreement, that provision shall be distinctly set apart from any other provision of the rental agreement and provide a space for the written acknowledgment of the resident's agreement to the automatic renewal provision. Such provision not specifically accompanied by either the resident's initials, signature, or witnessed mark is unenforceable by the park owner.~~

~~[(e)] (F) (1) A rental agreement may not contain ANY PROVISION THAT:~~

~~[(1)] (I) [A provision whereby] REQUIRES the resident [authorizes] TO AUTHORIZE any person to confess judgment on a claim arising out of the rental agreement[.];~~

~~[(2)] (II) [A provision whereby] REQUIRES the resident [agrees] to waive or to forego any right or remedy provided by applicable law[.];~~

~~[(3)] (III) [Any provision whereby] REQUIRES the resident [waives his] TO WAIVE THE right to a jury trial[.];~~

~~[(4)] (IV) [Any provision authorizing] AUTHORIZES the park owner to take possession of the leased premises, or the resident's personal property therein unless the rental agreement has been terminated by action of the parties or by operation of law, and such personal property has been abandoned by the mobile home resident without the benefit of formal legal process;~~

~~(V) A COURT HAS PREVIOUSLY DETERMINED TO BE UNCONSCIONABLE OR AGAINST PUBLIC POLICY AND VOID IN ACCORDANCE WITH § 8A-1502 OF THIS TITLE; OR~~

~~(VI) REQUIRES AN AWARD OF ATTORNEY'S FEES OR COSTS WITHOUT A FINDING BY THE COURT THAT THE AWARD IS REASONABLE.~~

~~(2) A PROVISION OF A RENTAL AGREEMENT THAT VIOLATES PARAGRAPH (1) OF THIS SUBSECTION SHALL BE VOID AND UNENFORCEABLE.~~

~~[(f)] (G) (1) Any rental agreement offered under this section shall [contain];~~

~~(I) NOTIFY THE RESIDENT IF APPROVAL FROM THE PARK OWNER IS REQUIRED BEFORE THE RESIDENT MAY SUBLEASE THE PREMISES; AND~~

~~(II) CONTAIN the same terms, including rent, fees, and conditions, as a rental agreement offered to a resident or prospective resident on a month-to-month term.~~

~~(2) (I) IF A PARK OWNER REQUIRES APPROVAL OF A SUBLEASE UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE PARK OWNER SHALL PROMPTLY PROVIDE A REQUESTING RESIDENT WITH WRITTEN NOTICE OF THE APPROVAL OR DENIAL.~~

~~(II) A PARK OWNER MAY NOT UNREASONABLY WITHHOLD APPROVAL UNDER THIS PARAGRAPH.~~

~~(III) IF A PARK OWNER ACCEPTS RENT FROM A SUBTENANT OR HAS PREVIOUSLY APPROVED A SPECIFIC SUBTENANT, THERE IS A REBUTTABLE PRESUMPTION THAT THE PARK OWNER APPROVES THE SUBLEASE.~~

~~(3) A RESIDENT MAY NOT BE REQUIRED TO OBTAIN APPROVAL FROM THE PARK OWNER TO SUBLEASE THE PREMISES IF THE RENTAL AGREEMENT DOES NOT PROVIDE THE NOTICE REQUIRED UNDER PARAGRAPH (1)(I) OF THIS SUBSECTION.~~

~~[(g)] (H) (1) Within 30 days after obtaining ownership of a mobile home, a resident as defined under § 8A-101(j)(2) of this title shall:~~

- ~~(i) Offer the mobile home for sale;~~
- ~~(ii) Apply to the park owner to enter into a rental agreement; or~~
- ~~(iii) Take reasonable steps to remove the mobile home from the park.~~

~~(2) A park owner may not unreasonably deny an application submitted under paragraph (1)(ii) of this subsection.~~

~~(3) Notwithstanding any other provision of law, a resident as defined under § 8A-101(j)(2) of this title shall remove the resident's mobile home from the park:~~

~~(i) If settlement on a sale offered under paragraph (1)(i) of this subsection has not occurred within 1 year of the resident's obtaining ownership; or~~

~~(ii) Within 6 months after an application submitted under paragraph (1)(ii) of this subsection is denied.~~

~~[(h)] (I) A park owner that enters into a contract of sale for a mobile home park shall, not less than 30 days before the date of the sale:~~

~~(1) Provide notice of the sale to:~~

~~(i) Each resident in the mobile home park by hand delivery or certified mail, return receipt requested; and~~

~~(ii) The Department of Housing and Community Development by certified mail, return receipt requested; and~~

~~(2) Post notice of the sale in a public area of the mobile home park.~~

~~[(i)] (1) This subsection applies only to a rental agreement that has a term of not less than 1 year that is offered for renewal for a term of not less than 1 year.~~

~~(2) If a park owner intends to offer the renewal of a lease agreement with an increase in rent, the park owner shall provide notice to the resident of the rent increase no later than 60 days before the expiration of the existing rental agreement.]~~

~~(J) (1) THIS SUBSECTION APPLIES TO A RENT INCREASE FOR ANY RESIDENT.~~

~~(2) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, A PARK OWNER SHALL PROVIDE A RESIDENT WITH WRITTEN NOTICE AT LEAST 90 DAYS BEFORE THE DATE OF THE RENT INCREASE.~~

~~(3) A RENT INCREASE MAY TAKE EFFECT ONLY AFTER THE EXPIRATION OF AN EXISTING TERM.~~

~~(K) IF IN ANY PROCEEDING A COURT DETERMINES THAT A PARK OWNER VIOLATED A PROVISION OF THIS SECTION, THE RESIDENT MAY RECOVER:~~

~~(1) DAMAGES NOT MORE THAN THREE TIMES THE MONTHLY RENT PAID BY THE RESIDENT;~~

~~(2) REASONABLE ATTORNEY'S FEES AND COSTS; AND~~

~~(3) ANY OTHER REMEDY THE COURT MAY FIND REASONABLE.~~

~~8A-301.~~

~~(a) (1) A park owner shall establish reasonable rules related to the order, peace, health, safety, and qualification standards of mobile homes, residents, and the operation of the park.~~

~~(2) A rule established under paragraph (1) of this subsection may not be enforced unless it is in writing and is delivered to each resident in the park.~~

~~(3) ON OR BEFORE DECEMBER 1, 2026, AND SUBJECT TO THE PROHIBITION ON PET FEES UNDER § SA 402 OF THIS TITLE, A PARK OWNER SHALL ESTABLISH A PET POLICY FOR THE RESIDENTS OF THE PARK THAT STATES:~~

~~(I) ANY BREED AND WEIGHT RESTRICTIONS;~~

~~(II) ANY LIMIT ON THE NUMBER OF PETS ALLOWED IN A MOBILE HOME;~~

~~(III) ANY VACCINATION REQUIREMENTS;~~

~~(IV) ANY LIABILITY INSURANCE REQUIREMENTS; AND~~

~~(V) ANY ADDITIONAL REQUIREMENTS FOR PET OWNERS IMPOSED BY THE PARK OWNER.~~

~~(b) (1) A park owner shall prescribe reasonable, written standards for the mobile homes to be placed or retained in the park, their size, quality, appearance, material specification, construction and safety condition.~~

~~(2) A rule adopted pursuant to paragraph (1) of this subsection setting a standard for the size, quality, material specification, or construction of mobile homes may not be enforced against any individual:~~

~~(i) Who, at the time the standard is adopted, is the owner or tenant of a mobile home in the park, as to that mobile home; or~~

~~(ii) Who purchases a mobile home from the individual who owned the home at the time the standard was adopted.~~

~~(c) A park owner shall prescribe reasonable, written maintenance standards for any mobile home in the park or immediate area surrounding the mobile home, in accordance with the State or county health laws or regulations.~~

~~(d) All rules and standards shall be fair and reasonable and, except as provided in paragraph (b)(2) of this section, shall apply uniformly to all residents in the park.~~

~~(e) A rule or standard is not enforceable unless the park owner:~~

- and
- ~~(1) Delivers a copy of the rule or standard to each resident affected thereby;~~
 - ~~(2) Posts a copy of the rule or standard in a conspicuous place in the park.~~
 - ~~(f) An amendment to a rule or standard is not effective until the later of:~~
 - ~~(1) The date specified in the amendment; or~~
 - ~~(2) 30 days after the park owner delivers to each resident written notice of the proposed amendment.~~

~~§A 401.~~

~~(a) A park owner may increase a park fee only if the park owner delivers to each resident a notice in writing of the increase at least 30 days before the effective date of the increased park fee.~~

~~(b) If a park owner fails to so notify a resident affected by the increase, the park owner may not collect the increased amount of the park fee from the resident.~~

~~(c) (1) A PARK OWNER SHALL PROVIDE A RESIDENT WITH WRITTEN NOTICE AT LEAST 30 DAYS BEFORE REQUIRING THE PAYMENT OF A FEE.~~

~~(2) IF A FEE IS OVERDUE, A PARK OWNER MAY NOT RECEIVE INTEREST OR IMPOSE A LATE PAYMENT FEE.~~

~~(d) (1) A PARK OWNER MAY NOT IMPOSE A FEE THAT IS UNREASONABLE.~~

~~(2) THERE IS A REBUTTABLE PRESUMPTION THAT A FEE IS UNREASONABLE IF THE FEE EXCEEDS 3% OF THE EQUIVALENT OF 1 MONTH'S RENT FOR THE RESIDENT.~~

~~(e) IF IN ANY PROCEEDING A COURT DETERMINES THAT A PARK OWNER VIOLATED A PROVISION OF THIS SECTION, THE RESIDENT MAY RECOVER:~~

~~(1) DAMAGES NOT MORE THAN THREE TIMES THE MONTHLY RENT PAID BY THE RESIDENT;~~

~~(2) REASONABLE ATTORNEY'S FEES AND COSTS; AND~~

~~(3) ANY OTHER REMEDY THE COURT MAY FIND REASONABLE.~~

~~§A 402.~~

- (a) ~~An entrance or exit fee is prohibited.~~
- (b) ~~A fee may not be charged:~~
- (1) ~~In connection with the renewal of a rental agreement; [or]~~
 - (2) ~~To determine if a resident is qualified under [§ 8A-202(c)] § 8A-202(b) of this title;~~
 - (3) ~~FOR PARKING ON THE PREMISES OF THE RESIDENT;~~
 - (4) ~~FOR KEEPING A PET ON THE PREMISES OF THE RESIDENT;~~
 - (5) ~~FOR THE USE OF ANY PARK AMENITIES, SUCH AS A SWIMMING POOL OR A GYMNASIUM;~~
 - (6) ~~FOR ADMINISTRATIVE COSTS THAT ARE NOT EXPRESSLY AUTHORIZED UNDER THIS TITLE;~~
 - (7) ~~FOR THE INSTALLATION, PLACEMENT, OR REMOVAL OF A MOBILE HOME FROM THE PREMISES; OR~~
 - (8) ~~FOR A UTILITY CONNECTION ON THE PREMISES OF THE RESIDENT.~~
- (c) ~~Except if a material change results in the deterioration of the home, a park owner may not charge a fee for inspecting a home for resale more than one time within a 12-month period.~~
- (d) ~~The fee for inspecting a home for resale may not exceed \$60.~~
- (e) (1) ~~IF A VIOLATION OF A PARK RULE CAUSES ACTUAL DAMAGES, A PARK OWNER MAY IMPOSE A FEE IN AN AMOUNT NOT TO EXCEED THE COSTS INCURRED BY THE VIOLATION.~~
- (2) ~~ON REQUEST, A PARK OWNER SHALL PROVIDE A RESIDENT WITH ADEQUATE DOCUMENTATION TO SUPPORT THE ASSESSMENT AND THE AMOUNT OF THE FEE.~~
- (f) ~~A RESIDENT MAY DISPUTE THE IMPOSITION OF A FEE IN A REPOSSESSION PROCEEDING UNDER SUBTITLE 17 OF THIS TITLE.~~

~~§A 403.~~

~~(a) A park owner may charge the resident a reasonable service fee, based on an amount that the park owner directly incurs, for installing, placing on, or removing a mobile home from the site.~~

~~(b) In each case where a fee has been charged by a park owner, a written description detailing the fee shall be provided by the park owner to the resident.~~

~~§A 501.~~

~~(A) A park owner may not:~~

~~(1) Require, as a condition of tenancy, the purchase of any permanent improvement that would become the property of the park owner;~~

~~(2) Require any current resident or prospective resident to purchase from any particular person a mobile home, materials, or equipment, including the equipment required by the applicable law, necessary for installation of the mobile home, except in connection with the initial leasing or renting of a newly constructed lot not previously leased or rented to any other person;~~

~~(3) Restrict the supplier of any product or service that the park owner does not supply to all residents in the park, except as the restriction directly relates to the safety of the residents;~~

~~(4) Restrict the installation, service, or maintenance of any electric or gas appliance if the installation complies with the applicable building code and other laws;~~

~~(5) Restrict any interior improvement of a mobile home if the improvement complies with the applicable code and other laws;~~

~~(6) Directly or indirectly, receive, collect, or accept any gratuity from any person that is made to facilitate, influence, or procure any advantage over other prospective residents in connection with the lease, use, or occupation of the premises; ~~or~~~~

~~(7) PROHIBIT A RESIDENT FROM MAKING SEPARATE PAYMENTS TO A PARK OWNER FOR RENT, UTILITIES, OR A FEE;~~

~~(8) EXCEPT AS AUTHORIZED UNDER § SA 202(C)(2) OF THIS TITLE, PROHIBIT A RESIDENT FROM SUBLEASING THE PREMISES; OR~~

~~[(7) (i)] (9) Enforce the designation of an area in a park for exclusive occupancy by adults against any individual who, at the time the designation is made, is the owner or tenant of a mobile home in the park, as to that mobile home at its location at the time of the designation.~~

~~[(ii)] (B) [Subparagraph (i) of this paragraph] SUBSECTION (A)(9) OF THIS SECTION does not apply if only a part of the park is so designated, and~~

~~[1.] (1) The park owner:~~

~~[A.] (I) Has made available to the individual, under comparable terms and conditions, another reasonably equivalent site for the mobile home in an area of the park that is not so designated and the individual shall accept or reject the proposed site within 60 days from the time the equivalent site is made available; and~~

~~[B.] (II) Has assumed the responsibility of moving the mobile home at the park owner's expense; or~~

~~[2.] (2) The mobile home is not moved.~~

~~8A-503.~~

~~(A) A park owner who purchases from a [publicly regulated] utility VENDOR any [electricity, gas, or other] utility service for resale to a resident may not charge directly or indirectly for the resale an amount that exceeds the amount that the utility charges the park owner.~~

~~(B) A PARK OWNER MAY NOT IMPOSE A FEE ON A UTILITY SERVICE THAT IS PROVIDED TO A RESIDENT BY A UTILITY VENDOR, SUCH AS AN ADMINISTRATIVE FEE OR A MAINTENANCE FEE.~~

~~(C) EXCEPT AS PROVIDED IN SUBSECTION (D)(1) OF THIS SECTION, IF A UTILITY SERVICE FOR A RESIDENT IS DELIVERED THROUGH A MASTER METER, THE PARK OWNER SHALL DIVIDE EQUALLY THE COST FOR THE SERVICE AMONG THE RESIDENTS THAT RECEIVE THE SERVICE.~~

~~(D) (1) (i) THIS SUBSECTION APPLIES TO A UTILITY VENDOR THAT PROVIDES WELL WATER SERVICE TO A RESIDENT.~~

~~(ii) A UTILITY VENDOR MAY NOT BILL A RESIDENT FOR WELL WATER SERVICE IN AN AMOUNT THAT EXCEEDS 5% OF THE RENT PAYABLE BY THE RESIDENT FOR THE TIME PERIOD COVERED BY THE BILL.~~

~~(iii) THE AMOUNT FOR THE WELL WATER SERVICE UNDER SUBPARAGRAPH (ii) OF THIS PARAGRAPH SHALL INCLUDE ANY FEE IMPOSED FOR THE USE OF THE SERVICE, SUCH AS A MAINTENANCE, TRANSMISSION, TREATMENT, OR INFRASTRUCTURE FEE.~~

~~(IV) THE PROHIBITION UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH APPLIES REGARDLESS OF WHETHER THE WELL WATER SERVICE IS DELIVERED THROUGH A SINGLE METER OF A RESIDENT OR A MASTER METER.~~

~~(2) (I) A UTILITY VENDOR SUBJECT TO THIS SUBSECTION SHALL PROVIDE A RESIDENT WITH A UTILITY BILL BEFORE REQUIRING PAYMENT FOR ANY WELL WATER SERVICE.~~

~~(II) A UTILITY BILL UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH SHALL PROVIDE A WRITTEN STATEMENT EXPLAINING:~~

- ~~1. EACH CHARGE IMPOSED;~~
- ~~2. THE COST OF THE WELL WATER SERVICE;~~
- ~~3. ANY FEES IMPOSED AND THE BASIS FOR THE FEES;~~

AND

~~4. THE METHOD USED TO DETERMINE THE COST OF THE SERVICE.~~

~~(3) ON REQUEST OF A RESIDENT, A UTILITY VENDOR SHALL ALLOW THE RESIDENT TO INSPECT RECORDS RETAINED BY THE UTILITY VENDOR THAT DOCUMENT A BILL FOR WELL WATER SERVICE.~~

~~8A-604.~~

~~(A) THIS SECTION DOES NOT APPLY TO A RESIDENT AGAINST WHOM AN ACTION FOR REPOSSESSION IS PENDING IN ACCORDANCE WITH SUBTITLE 17 OF THIS TITLE.~~

~~(B) A resident shall provide the park owner with a 30-day prior written notice of the resident's intention to sell the mobile home which will be removed from the site or retained on the site after resale, subject to the provisions of this title.~~

~~8A-801.~~

~~(a) The park owner at all times shall:~~

- ~~(1) Comply with all applicable building, housing, zoning, and health codes;~~
- ~~(2) Keep in good repair the leased site and all permanent fixtures that the park owner provides;~~

~~(3) Keep in a good state of appearance, repair, safety, and cleanliness the common areas and buildings;~~

~~(4) Provide at all reasonable times for the benefit of residents access to common areas, including their buildings and improvements, which access may not infringe on the leased site of any resident; [and]~~

~~(5) Keep in good repair each utility service; AND~~

~~(6) BE AVAILABLE OR HAVE A DESIGNATED CONTACT AVAILABLE FOR A RESIDENT TO REPORT AN EMERGENCY.~~

~~(b) (1) A park owner or an operator of a mobile home park, or the agent or employee of a park owner or an operator of a mobile home park, may not refuse, withhold from, or deny to any person any of the accommodations, advantages, facilities, or privileges of the mobile home park or leases to the premises because of [the]:~~

~~(i) THE NONPAYMENT OF RENT OF A RESIDENT; OR~~

~~(ii) THE race, creed, color, sex, sexual orientation, gender identity, [or] DISABILITY, RELIGION, SOURCE OF INCOME, FAMILIAL STATUS, MARITAL STATUS, MILITARY STATUS, OR national origin of that person.~~

~~(2) A RESIDENT AGGRIEVED BY A VIOLATION OF PARAGRAPH (1)(ii) OF THIS SUBSECTION MAY BRING A CIVIL ACTION IN ACCORDANCE WITH § 20-1035 OF THE STATE GOVERNMENT ARTICLE TO OBTAIN APPROPRIATE RELIEF FOR AN ALLEGED DISCRIMINATORY HOUSING PRACTICE.~~

~~(c) (1) A PARK OWNER SHALL ENSURE THAT EACH RESIDENT HAS ACCESS TO A WATER SUPPLY THAT COMPLIES WITH APPLICABLE FEDERAL AND STATE PRIMARY AND SECONDARY DRINKING WATER REGULATIONS.~~

~~(2) (i) THIS PARAGRAPH APPLIES TO A PARK WHERE RESIDENTS RECEIVE WATER FROM A SUPPLIER OF WATER, AS DEFINED IN § 9-401 OF THE ENVIRONMENT ARTICLE.~~

~~(ii) IF A PARK OWNER RECEIVES A CONSUMER WATER REPORT FROM A SUPPLIER OF WATER AS THE CUSTOMER OF RECORD, THE PARK OWNER SHALL PROVIDE EACH RESIDENT WITH A COPY OF THE REPORT.~~

~~(3) IF THE SUPPLY OF WATER TO A RESIDENT IS DISRUPTED FOR MORE THAN 4 HOURS IN A 24 HOUR PERIOD, THE PARK OWNER SHALL PROVIDE THE RESIDENT WITH AT LEAST 4 LITERS OF POTABLE WATER.~~

~~(D) (1) DURING NORMAL BUSINESS HOURS, A PARK OWNER SHALL BE AVAILABLE FOR RESIDENTS TO CONTACT BY TELEPHONE AND E-MAIL REGARDING COMPLAINTS, MAINTENANCE REQUESTS, AND OTHER PARK BUSINESS.~~

~~(2) A PARK OWNER SHALL PROVIDE EACH RESIDENT WITH EMERGENCY CONTACT INFORMATION.~~

~~§A-1001.~~

~~(a) (1) (I) A park owner may not impose a security deposit in excess of the equivalent of [2] 1 months' rent, or [\$50] \$500, whichever is greater.~~

~~(II) If a security deposit exceeds [this] THE amount AUTHORIZED UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH, the resident may recover DAMAGES up to [threefold] THREE TIMES the extra money charged, plus reasonable attorney's fees.~~

~~§A-1101.~~

~~[(a)] A park owner may only evict a resident for:~~

~~(1) Nonpayment of rent; or~~

~~(2) The following violations:~~

~~(i) Making or causing to be made, with knowledge, any MATERIALLY false or misleading statement on an application for tenancy;~~

~~(ii) [Violation] A VIOLATION of a federal, State, or local law that [is detrimental to] ENDANGERS the safety and welfare of other residents in the park; [or]~~

~~(iii) [Repeated] A SUBSTANTIAL violation of any rule or provision of the rental agreement [occurring within a] WITHIN THE 6 month period IMMEDIATELY PRECEDING THE COMMENCEMENT OF THE EVICTION ACTION; OR~~

~~(IV) SUBLEASING THE PREMISES AFTER THE PARK OWNER DENIES THE REQUEST OF THE RESIDENT IN ACCORDANCE WITH § 8A-202(G)(2) OF THIS TITLE.~~

~~[(b)] A park owner shall deliver to the resident by certified mail, regular mail, or personal delivery a written notice of the violation at least 30 days before the date the~~

~~resident is required to vacate the premises. The notice shall be specifically addressed to the resident in question and shall provide a specific reason for the eviction.】~~

~~§A-1301.~~

~~(a) (1) For any reason listed in paragraph (2) of this subsection, a park owner may not:~~

~~(i) Bring or threaten to bring an action for possession against a resident;~~

~~(ii) Arbitrarily increase the rent or decrease the services to which a resident has been entitled; [or]~~

~~(iii) **INCONSISTENTLY OR ARBITRARILY ENFORCE A PROVISION OF THE RENTAL AGREEMENT OR PARK RULES AGAINST A RESIDENT; OR**~~

~~(IV) Terminate a periodic tenancy.~~

~~(2) A park owner may not take an action that is listed under paragraph (1) of this subsection for any of the following reasons:~~

~~(i) Because the resident or the resident's agent has provided written or actual notice of a good faith complaint about an alleged violation of the rental agreement, violation of law, or condition on the leased premises that is a substantial threat to the health or safety of occupants to:~~

~~1. The park owner; or~~

~~2. Any public agency against the park owner;~~

~~(ii) Because the resident or the resident's agent has:~~

~~1. Filed a lawsuit against the park owner; or~~

~~2. Testified or participated in a lawsuit involving the park owner; or~~

~~(iii) Because the resident has participated in any tenant's organization.~~

~~(b) (1) A park owner's violation of subsection (a) of this section is a "retaliatory action".~~

~~(2) A resident may raise a retaliatory action of a park owner.~~

~~(i) In defense to an action for possession; or~~

~~(ii) As an affirmative claim for damages resulting from a retaliatory action of a park owner occurring during a tenancy.~~

~~(e) If in any proceeding the court finds in favor of the resident because the park owner engaged in a retaliatory action, the court may enter judgment against the park owner for damages not [to exceed] **MORE THAN** the equivalent of [3 months'] **SIX TIMES THE MONTHLY** rent, reasonable attorney's fees, and court costs.~~

~~(d) An action by a park owner may not be deemed to be retaliatory for purposes of this section if the alleged retaliatory action occurs more than 6 months after a resident's action that is protected under subsection (a)(2) of this section.~~

~~(e) As long as a park owner's termination of a tenancy is not the result of a retaliatory action, nothing in this section may be interpreted to alter the park owner's or the resident's rights arising from breach of any provision of a rental agreement or rule, or either party's right to terminate or not renew a rental agreement pursuant to the terms of the rental agreement or the provisions of other applicable law.~~

~~(f) If any county has enacted or enacts an ordinance comparable in subject matter to this section, this section shall supersede the provisions of the ordinance to the extent that the ordinance provides less protection to a resident.~~

~~SA 1502.~~

~~(a) If it is claimed or appears to the court that a rental agreement or park rule may be unconscionable, the court may give to the parties a reasonable opportunity to present evidence as to the meaning of the rental agreement or park rule, relationship of the parties, purpose, and other relevant factors to aid the court in making a determination.~~

~~(b) [A park rule that does not apply uniformly to all residents in a park creates a] **THERE IS A** rebuttable presumption [of unfairness] **THAT A PROVISION OF THE PARK RULES IS UNCONSCIONABLE IF THE PROVISION IS:**~~

~~(1) **NOT APPLIED UNIFORMLY TO ALL RESIDENTS; OR**~~

~~(2) **ENFORCED INCONSISTENTLY OR ARBITRARILY BY THE PARK OWNER.**~~

~~(e) In determining if a provision of a rental agreement or of a park rule is unconscionable, the court may consider if the provision:~~

~~(1) Promotes the convenience, safety, or welfare of residents;~~

~~(2) Preserves from abusive use property of the park owner;~~

~~(3) Promotes a fair distribution of services or facilities held out to residents generally;~~

~~(4) Relates reasonably to its purpose;~~

~~(5) Applies to all residents in a fair manner;~~

~~(6) Is sufficiently explicit for a resident to comply; and~~

~~(7) Is for the purpose of evading an obligation of the park owner.~~

~~(d) If a court finds that any provision of a rental agreement or park rule is unconscionable, the court may:~~

~~(1) Refuse to enforce the rental agreement or park rule;~~

~~(2) Enforce the remainder of the rental agreement or park rule without the unconscionable provision; or~~

~~(3) Limit the application of any unconscionable provision as to avoid any unconscionable result.~~

~~(e) (1) If the effect of any provision of a rental agreement is to indemnify the park owner, hold [him] THE PARK OWNER harmless, or preclude or exonerate [him] THE PARK OWNER from any liability to a mobile home resident, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of the park owner on or about the leased premises not within the exclusive control of the mobile home resident, the provision is against public policy and void.~~

~~(2) An insurer may not claim a right of subrogation by reason of the invalidity of this provision.~~

~~§A-1701.~~

~~(A) (1) BEFORE A PARK OWNER MAY FILE A COMPLAINT FOR REPOSSESSION OF THE PREMISES UNDER THIS SUBTITLE, THE PARK OWNER SHALL PROVIDE THE RESIDENT AND ANY KNOWN SUBTENANT WITH WRITTEN NOTICE OF THE PARK OWNER'S INTENT TO FILE THE COMPLAINT.~~

~~(2) THE PARK OWNER SHALL PROVIDE THE NOTICE UNDER PARAGRAPH (1) OF THIS SUBSECTION:~~

~~(i) AT LEAST 30 DAYS BEFORE FILING A COMPLAINT UNDER § SA 1702 OR § SA 1704 OF THIS SUBTITLE; OR~~

~~(H) AT LEAST 90 DAYS BEFORE FILING A COMPLAINT UNDER § 8A-1703 OF THIS SUBTITLE.~~

~~(3) THE NOTICE UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL:~~

~~(I) BE SENT BY FIRST CLASS MAIL WITH CERTIFICATE OF MAILING;~~

~~(II) BE ADDRESSED TO THE RESIDENT AND, IF APPLICABLE, THE SUBTENANT;~~

~~(III) STATE THE TYPE OF COMPLAINT THAT THE PARK OWNER INTENDS TO FILE AND THE BASIS FOR THE COMPLAINT; AND~~

~~(IV) BE PROVIDED IN A FORM DEVELOPED BY THE MARYLAND JUDICIARY.~~

~~(B) IF A RESIDENT RECEIVES A NOTICE UNDER SUBSECTION (A) OF THIS SECTION THAT ALLEGES THE NONPAYMENT OF RENT, THE RESIDENT SHALL HAVE 10 DAYS FROM THE DATE THE RESIDENT RECEIVES THE NOTICE TO CURE THE NONPAYMENT BEFORE THE PARK OWNER MAY FILE A COMPLAINT IN ACCORDANCE WITH § 8A-1702 OF THIS SUBTITLE.~~

~~(C) (1) A PARK OWNER SHALL JOIN ANY KNOWN SUBTENANT OF THE RESIDENT AS A DEFENDANT IN AN ACTION FOR REPOSSESSION OF THE PREMISES UNDER THIS SUBTITLE.~~

~~(2) A PARK OWNER MAY NOT REPOSSESS THE PREMISES FROM A SUBTENANT UNLESS A VIOLATION HAS BEEN COMMITTED UNDER § 8A-1101 OR § 8A-1103 OF THIS TITLE.~~

~~(D) THE NOTICE REQUIREMENT UNDER SUBSECTION (A)(2) OF THIS SUBSECTION APPLIES REGARDLESS OF THE TERM OF THE TENANCY.~~

~~(E) A PARK OWNER MAY NOT FILE A COMPLAINT AGAINST A RESIDENT OR SUBTENANT FOR REPOSSESSION OF THE PREMISES UNDER TITLE 8, SUBTITLE 4 OF THIS ARTICLE.~~

~~[8A-1701.] 8A-1702.~~

~~(a) Whenever the resident under any rental agreement, express or implied, verbal or written, shall fail to pay the rent when due and payable, it shall be lawful for the park owner to have again and repossess the premises so rented.~~

~~(b) (1) Whenever any park owner shall desire to repossess any premises to which [he] THE PARK OWNER is entitled, [he or his] THE PARK OWNER OR THE duly qualified agent or attorney OF THE PARK OWNER, shall make [his] A written complaint under oath or affirmation, before the District Court of the county wherein the property is situated, describing in general terms the property sought to be repossessed, and also setting forth the name of the resident to whom the property is rented or [his] THE assignee or THE subtenant with the amount of rent due and unpaid[,] and praying by warrant to repossess the premises, together with judgment for the amount of rent due and costs.~~

~~(2) The District Court shall issue its summons, directed to any constable or sheriff of the county entitled to serve process, and ordering [him] THE CONSTABLE OR SHERIFF to notify by first class mail the tenant, assignee, or subtenant to appear before the District Court at the trial to be held on the fifth day after the filing of the complaint, to answer the park owner's complaint to show cause why the prayer of the park owner should not be granted, and the constable or sheriff shall proceed to serve the summons [upon] ON the resident, assignee, or subtenant in the property or [upon his] THE known or authorized agent OF THE RESIDENT, ASSIGNEE, OR SUBTENANT, but if for any reason, neither the resident, assignee, [or] subtenant, nor [his] AN agent, can be found, then the constable or sheriff shall affix an attested copy of the summons conspicuously [upon] ON the mobile home.~~

~~(3) The affixing of the summons [upon] ON the mobile home after due notification to the resident, assignee, or subtenant by first class mail shall conclusively be presumed to be a sufficient service to all persons to support the entry of a default judgment for possession of the premises, together with court costs, in favor of the park owner, but it [shall] MAY not be sufficient service to support a default judgment in favor of the park owner for the amount of rent due.~~

~~(e) (1) If, at the trial on the fifth day indicated in subsection (b) of this section, the court is satisfied that the interests of justice will be better served by an adjournment to enable either party to procure [his] necessary witnesses[, he may] OR EVIDENCE, OR FOR THE RESIDENT TO ACCESS LEGAL REPRESENTATION UNDER TITLE 8, SUBTITLE 9 OF THIS ARTICLE, THE COURT SHALL adjourn the trial for a REASONABLE period [not exceeding 1 day, except that if the consent of all parties is obtained, the trial may be adjourned for a longer period of time] OR A PERIOD DETERMINED BY THE PARTIES.~~

~~(2) If, when the trial occurs, it appears to the satisfaction of the court, that the rent, or any part of the rent, is actually due and unpaid, the court shall determine the amount of rent due and enter a judgment in favor of the park owner for possession of the premises. The court may also give judgment in favor of the park owner for the amount of~~

~~rent determined to be due together with costs of the suit if the court finds that the actual service of process made on the defendant would have been sufficient to support a judgment in an action in contract or tort.~~

~~(3) The court, when entering the judgment, shall also order the resident to yield and render possession of the premises to the park owner, or [his] THE agent or attorney OF THE PARK OWNER, within 30 days after the trial.~~

~~(4) The court may, [upon] ON presentation of a certificate signed by a physician certifying that surrender of the premises within this 30-day period would endanger the health or life of the resident or any other occupant of the premises, extend the time for surrender of the premises as justice may require. However, the court may not extend the time for the surrender of the premises beyond 45 days after the trial.~~

~~(5) However, if the resident[, or someone for him,] at the trial, or adjournment of the trial, tenders to the park owner the rent determined by the court to be due and unpaid, together with the costs of the suit, the complaint against the resident shall be entered as being satisfied.~~

~~(d) (1) [If] SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, IF judgment is given in favor of the park owner, and the resident fails to comply with the requirements of the order within 15 days, the court shall, at any time after the expiration of the 15 days, issue its warrant, directed to any official of the county entitled to serve process, ordering [him] THE OFFICIAL to cause the park owner to have again and repossess the property by putting [him (or his)] THE PARK OWNER, OR THE duly qualified agent or attorney [for his benefit] OF THE PARK OWNER, in possession [thereof, and for that purpose to remove from the property, by force if necessary, the mobile home and all additions or attachments of every description whatsoever belonging to the resident, or to any person claiming or holding by or under said resident].~~

~~(2) If the park owner does not order a warrant of restitution within 60 days from the date of judgment or from the expiration date of any stay of execution, whichever shall be the later, the judgment for possession shall be stricken.~~

~~(3) A WARRANT OF RESTITUTION ISSUED UNDER THIS SUBSECTION SHALL BE EXECUTED IN COMPLIANCE WITH THE PROVISIONS OF § SA 1706 OF THIS SUBTITLE.~~

~~(e) (1) Subject to paragraph (3) of this subsection, in any action of summary ejectment for failure to pay rent where the park owner is awarded a judgment giving the park owner restitution of the leased premises, the resident shall have the right to redemption of the leased premises by tendering in cash, certified check, or money order to the park owner or the park owner's agent all past due rent and late fees, plus all court awarded costs and fees, at any time before actual execution of the eviction order.~~

~~(2) An electronic or written check issued by a political subdivision or on behalf of a governmental entity shall have the same legal effect as a payment made by the resident under paragraph (1) of this subsection.~~

~~(3) This subsection does not apply to any resident against whom three judgments of possession have been entered for rent due and unpaid in the 12 months prior to the initiation of the action to which this subsection otherwise would apply.~~

~~(f) The resident or the park owner may appeal from the judgment of the District Court to the circuit court for any county at any time within ~~[2]~~ 15 days from the rendition of the judgment. The resident, in order to stay any execution of the judgment, shall give a bond [to the park owner with one or more sureties, who are owners of sufficient property in the State of Maryland] **AND PAY RENT INTO ESCROW IN ACCORDANCE WITH § 8A-1705 OF THIS SUBTITLE**, with condition to prosecute the appeal with effect[, and answer to the park owner in all costs and damages mentioned in the judgment, and such other damages as shall be incurred and sustained by reason of the appeal. The bond shall not affect in any manner the right of the park owner to proceed against the resident, assignee, or subtenant for any and all rents that may become due and payable to the park owner after the rendition of the judgment].~~

~~[8A-1702.] 8A-1703.~~

~~(a) (1) A resident under any lease or someone holding under [him] **THE RESIDENT**, who shall unlawfully hold over beyond the termination of the rental agreement, shall be liable to the park owner for the actual damages caused by the holding over.~~

~~(2) The damages awarded to a park owner against the resident or someone holding under [him] **THE RESIDENT**, may not be less than the apportioned rent for the period of holdover at the rate under the rental agreement.~~

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

~~(4) Nothing contained herein is intended to limit any other remedies which a park owner may have against a holdover resident under the rental agreement or under applicable law.~~

~~(b) (1) Where any interest in property shall be leased for any definite term or at will, and the park owner shall desire to repossess the property after the expiration of the term for which it was leased and shall give notice in [writing 1 month] **ACCORDANCE WITH § 8A-1701 OF THIS SUBTITLE** before the expiration of the term or determination of the will to the resident or to the person actually in possession of the property to remove from the property at the end of the term, and if the resident or person in actual possession shall refuse to comply, the park owner may make complaint in writing to the District Court~~

~~of the county where the property is located. The court shall issue its summons to the resident or person in possession that [he] THE RESIDENT OR PERSON IN POSSESSION appear on a day stated in the summons before the court to show cause [(if any he have)], IF ANY, why restitution of the possession of the estate leased should not be made to the park owner. [Upon] ON the failure of either of the parties to appear before the court on the day stated in the summons, the court may continue the case to a day not less than 6 [nor] DAYS OR more than 10 days after the day first stated and notify the parties of the continuance.~~

~~(2) If [upon] ON hearing the parties, or in case the resident or person in possession shall neglect to appear after the summons and continuance the court shall find that the park owner had been in possession of the leased property, that the said lease or estate is fully ended and expired, that due notice to quit as aforesaid had been given to the resident or person in possession and that [he] THE RESIDENT OR PERSON IN POSSESSION had refused so to do, the court shall [thereupon] give judgment for the restitution of the possession of said premises and shall forthwith issue its warrant to the sheriff or a constable in the respective counties commanding [him] THE SHERIFF OR CONSTABLE forthwith to deliver to the park owner possession thereof in as full and ample manner as the park owner was possessed of the same at the time when the leasing was made, and shall give judgment for costs against the resident or person in possession so holding over.~~

~~(3) (I) Either party shall have the right to appeal therefrom to the circuit court for the county within [ten] 10 days from the judgment. [If the resident appeals and files with the District Court an affidavit that the appeal is not taken for delay, and also a good and sufficient bond with one or more securities conditioned that he will prosecute the appeal with effect and well and truly pay all rent in arrears and all costs in the case before the District Court and in the appellate court and all loss or damage which the park owner may suffer by reason of the resident's holding over, including the value of the premises during the time he shall so hold over, then the resident or person in possession of said premises may retain possession thereof until the determination of said appeal.]~~

~~(II) TO STAY EXECUTION OF THE JUDGMENT ON APPEAL, THE RESIDENT OR PERSON IN POSSESSION SHALL:~~

~~1. COMPLY WITH THE BOND AND ESCROW REQUIREMENTS OF § 8A-1705 OF THIS SUBTITLE; AND~~

~~2. PAY ALL LOSSES OR DAMAGES THAT THE PARK OWNER MAY SUFFER FROM THE HOLDOVER.~~

~~(III) The appellate court shall, [upon] ON application of either party, set a day for the hearing of the appeal, not less than 5 [nor] DAYS OR more than 15 days after the application, and notice for the order for a hearing shall be served on the opposite~~

~~party [or his counsel] at least 5 days before the hearing. If the judgment of the District Court shall be in favor of the park owner, a warrant shall be issued by the appellate court to the sheriff, who shall proceed forthwith to execute the warrant.~~

~~[(3) The provisions of this section shall apply to all cases of tenancies from year to year, tenancies of the month and by the week. In case of tenancies from year to year, notice in writing shall be given 3 months before the expiration of the current year of the tenancy, and in monthly or weekly tenancies, a notice in writing of 1 month, shall be so given; and the same proceeding shall apply, so far as may be, to cases of forcible entry and detainer.~~

~~(4) When the resident shall give notice by parole to the park owner or to his agent or representatives, at least 1 month before the expiration of the lease or tenancy in all cases except in cases of tenancies from year to year, and at least 3 months' notice in all cases of tenancy from year to year, of the intention of the tenant to remove at the end of that year and to surrender possession of the property at that time, and the park owner, his agent, or representative shall prove the notice from the resident by competent testimony, it shall not be necessary for the park owner, his agent or representative to provide a written notice to the resident, but the proof of such notice from the resident as aforesaid shall entitle the park owner to recover possession of the property hereunder.]~~

~~(C) A WARRANT OF RESTITUTION ISSUED UNDER SUBSECTION (B)(2) OF THIS SECTION SHALL BE EXECUTED IN COMPLIANCE WITH THE PROVISIONS OF § 8A-1706 OF THIS SUBTITLE.~~

~~(D) IF THE PARK OWNER DOES NOT ORDER A WARRANT OF RESTITUTION WITHIN 60 DAYS AFTER THE DATE OF JUDGMENT OR AFTER THE EXPIRATION DATE OF ANY STAY OF EXECUTION, WHICHEVER IS LATER, THE JUDGMENT FOR POSSESSION SHALL BE STRICKEN.~~

~~[§A-1703.] §A-1704.~~

~~(a) (1) [When a rental agreement provides that the] THE park owner may FILE A COMPLAINT TO repossess the premises if [the];~~

~~(I) THE resident breaches the rental agreement[, and the] AS DESCRIBED UNDER § 8A-1101(2)(HI) OF THIS TITLE;~~

~~(II) THE park owner has given the resident [1 month's] written notice IN ACCORDANCE WITH § 8A-1701 OF THIS SUBTITLE that the resident is in violation of the rental agreement and the park owner desires to repossess the premises[, and if the]; AND~~

~~(III) THE resident or person in actual possession refuses to comply[, the park owner may make complaint in writing to the District Court of the county where the premises is located].~~

~~(2) THE PARK OWNER SHALL FILE THE COMPLAINT UNDER PARAGRAPH (1) OF THIS SUBSECTION IN WRITING WITH THE DISTRICT COURT IN THE COUNTY WHERE THE PREMISES ARE LOCATED.~~

~~(3) The court shall summons immediately the resident or person in possession to appear before the court on a day stated in the summons to show cause, if any, why restitution of the possession of the leased premises should not be made to the park owner.~~

~~(4) If either of the parties fails to appear before the court on the day stated in the summons, the court may continue the case for not less than 6 [nor] DAYS OR more than 10 days and notify the parties of the continuance.~~

~~(b) (1) If the court determines that the resident breached the terms of the rental agreement and that the breach warrants an eviction, the court shall give judgment for the restitution of the possession of the premises and issue its warrant to the sheriff or a constable commanding [him] THE SHERIFF OR CONSTABLE to deliver possession to the park owner in as full and ample manner as the park owner was possessed of the same at the time when the rental agreement was entered into. The court shall give judgment for costs against the resident or person in possession.~~

~~(2) (1) Either party may appeal to the circuit court for the county within 10 days from entry of the judgment. [If the resident (1) files with the District Court an affidavit that the appeal is not taken for delay; (2) files sufficient bond with one or more securities conditioned upon diligent prosecution of the appeal; (3) pays all rent in arrears, all court costs in the case; and (4) pays all losses or damages which the park owner may suffer by reason of the resident's holding over, the resident or person in possession of the premises may retain possession until the determination of the appeal.]~~

~~(II) TO STAY EXECUTION OF THE JUDGMENT ON APPEAL, THE RESIDENT OR PERSON IN POSSESSION SHALL:~~

~~1. COMPLY WITH THE BOND AND ESCROW REQUIREMENTS OF § 8A-1705 OF THIS SUBTITLE; AND~~

~~2. PAY ALL LOSSES OR DAMAGES THAT THE PARK OWNER MAY SUFFER FROM THE HOLDOVER.~~

~~(3) [Upon] ON application of either party, the court shall set a day for the hearing of the appeal not less than 5 [nor] DAYS OR more than 15 days after the~~

~~application, and notice of the order for a hearing shall be served on the other party [or his counsel] at least 5 days before the hearing. If the judgment of the District Court is in favor of the park owner, a warrant shall be issued by the court which hears the appeal to the sheriff, who shall execute the warrant.~~

~~(C) A WARRANT OF RESTITUTION ISSUED UNDER SUBSECTION (B) OF THIS SECTION SHALL BE EXECUTED IN COMPLIANCE WITH § 8A-1706 OF THIS SUBTITLE.~~

~~(D) IF THE PARK OWNER DOES NOT ORDER A WARRANT OF RESTITUTION WITHIN 60 DAYS AFTER THE DATE OF JUDGMENT OR AFTER THE EXPIRATION DATE OF ANY STAY OF EXECUTION, WHICHEVER IS LATER, THE JUDGMENT FOR POSSESSION SHALL BE STRICKEN.~~

~~8A-1705.~~

~~(A) THIS SECTION APPLIES TO AN APPEAL OF A JUDGMENT UNDER §§ 8A-1702 THROUGH 8A-1704 OF THIS SUBTITLE TO THE CIRCUIT COURT BY A RESIDENT OR A PERSON HOLDING UNDER A RESIDENT.~~

~~(B) (1) (i) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE BOND AMOUNT FOR AN APPEAL UNDER THIS SECTION SHALL BE DETERMINED BY THE COURT AND MAY NOT EXCEED THE EQUIVALENT OF 1 MONTH'S RENT.~~

~~(ii) THE AMOUNT DETERMINED BY THE COURT UNDER SUBPARAGRAPH (i) OF THIS PARAGRAPH MAY NOT INCLUDE ANY FEES OR RENT DUE AND UNPAID.~~

~~(2) IF AN ATTORNEY FOR A RESIDENT OR A PERSON HOLDING UNDER THE RESIDENT FILES AN AFFIDAVIT THAT THE APPEAL WAS FILED IN GOOD FAITH AND WITHOUT INTENT TO DELAY THE PROCEEDING, THE COURT SHALL WAIVE THE BOND REQUIREMENT IN PARAGRAPH (1) OF THIS SUBSECTION.~~

~~(C) (1) (i) ON APPEAL, THE DISTRICT COURT SHALL IMMEDIATELY ENTER AN ORDER DIRECTING THE RESIDENT OR ANY PERSON HOLDING UNDER THE RESIDENT TO PAY ALL RENT THAT COMES DUE DURING THE PENDENCY OF THE ACTION INTO THE REGISTRY OF AN ESCROW ACCOUNT OF:~~

~~1. THE CLERK OF THE CIRCUIT COURT;~~

~~2. AN ADMINISTRATIVE AGENCY OF THE COUNTY THAT IS EMPOWERED BY LOCAL LAW TO HOLD RENTS IN ESCROW PENDING INVESTIGATION AND DISPOSITION OF COMPLAINTS BY RESIDENTS; OR~~

~~3. THE PARK OWNER.~~

~~(H) THE ORDER OF THE DISTRICT COURT SHALL REQUIRE THE RENT TO BE PAID WHEN DUE UNDER THE RENTAL AGREEMENT AND BEGIN WITH THE NEXT RENT DUE DATE AFTER THE APPEAL WAS FILED.~~

~~(2) (I) IF THE RESIDENT OR ANY PERSON HOLDING UNDER THE RESIDENT FAILS TO PAY RENT AS IT COMES DUE UNDER THE TERMS OF THE ORDER, THE CIRCUIT COURT, ON MOTION OF THE PARK OWNER AND CERTIFICATION OF THE STATUS OF THE DELINQUENT ACCOUNT BY THE CLERK, THE AGENCY, OR THE PARK OWNER, AS APPLICABLE, SHALL CONDUCT A HEARING WITHIN 30 DAYS AFTER CERTIFICATION OF THE STATUS OF THE DELINQUENT ACCOUNT.~~

~~(H) THE ESCROW ORDER OF THE DISTRICT COURT AND THE CERTIFICATION OF THE CLERK OR AGENCY ARE PRESUMED TO BE VALID.~~

~~(H) THE RESIDENT OR PERSON HOLDING UNDER THE RESIDENT MAY DISPUTE THE VALIDITY OR TERMS OF THE DISTRICT COURT'S ESCROW ORDER OR RAISE ANY OTHER DEFENSE TO THE ALLEGED NONCOMPLIANCE WITH THE ORDER.~~

~~(IV) IF THE CIRCUIT COURT DETERMINES THAT THE FAILURE TO PAY IS WITHOUT LEGAL JUSTIFICATION, THE COURT MAY TREAT A RESIDENT'S DEMAND FOR JURY TRIAL AS WAIVED, AND MAY EITHER IMMEDIATELY CONDUCT A NONJURY TRIAL OR SET THE MATTER FOR A FUTURE NONJURY TRIAL ON THE MERITS OF THE PARK OWNER'S CLAIM.~~

~~(3) (I) ON FINAL DISPOSITION OF THE ACTION, THE CIRCUIT COURT SHALL ORDER DISTRIBUTION OF THE RENT ESCROW ACCOUNT IN ACCORDANCE WITH THE JUDGMENT.~~

~~(H) IF NO JUDGMENT IS ENTERED, THE CIRCUIT COURT SHALL ORDER DISTRIBUTION TO THE PARTY ENTITLED TO THE RENT ESCROW ACCOUNT AFTER THE HEARING.~~

~~(4) IF A RESIDENT OR A PERSON HOLDING UNDER THE RESIDENT SATISFIES THE BOND AND ESCROW REQUIREMENTS OF THIS SECTION, THE SATISFACTION SHALL BE A COMPLETE DEFENSE TO AN ACTION BROUGHT BY THE PARK OWNER FOR RENT THAT BECOMES DUE AND UNPAID AFTER THE JUDGMENT.~~

~~8A-1706.~~

~~(A) FOLLOWING THE EXECUTION OF A WARRANT OF RESTITUTION IN ACCORDANCE WITH §§ 8A 1702 THROUGH 8A 1704 OF THIS SUBTITLE AND SUBJECT TO SUBSECTION (D) OF THIS SECTION, A RESIDENT SHALL HAVE AT LEAST 30 DAYS BEFORE THE PARK OWNER MAY REPOSSESS THE PREMISES OF A RESIDENT.~~

~~(B) DURING THE TIME PERIOD ESTABLISHED UNDER SUBSECTION (A) OF THIS SECTION:~~

~~(1) THE PARK OWNER SHALL, BETWEEN THE HOURS OF 8:00 A.M. AND 7:00 P.M., GRANT THE RESIDENT ACCESS TO THE PARK AND THE RESIDENT'S MOBILE HOME FOR THE RESIDENT TO:~~

~~(I) RECOVER PERSONAL PROPERTY; AND~~

~~(II) MAKE IMPROVEMENTS TO THE MOBILE HOME; AND~~

~~(2) THE RESIDENT MAY SELL THE MOBILE HOME TO A THIRD PARTY.~~

~~(C) (1) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, THE PARK OWNER SHALL MAKE A WRITTEN OFFER TO THE RESIDENT TO PURCHASE THE MOBILE HOME AND ANY IMPROVEMENTS WITHIN 20 DAYS AFTER THE EXECUTION OF A WARRANT OF RESTITUTION.~~

~~(2) (I) THE OFFER BY THE PARK OWNER MAY NOT BE LESS THAN THE APPRAISED VALUE, AS DETERMINED BY A QUALIFIED AND DISINTERESTED APPRAISER.~~

~~(II) THE PARK OWNER SHALL BE RESPONSIBLE FOR OBTAINING THE APPRAISAL AND THE COST OF THE APPRAISAL.~~

~~(III) THE OFFER BY THE PARK OWNER MAY NOT INCLUDE UNREASONABLE PAYMENT OR FINANCING TERMS.~~

~~(3) TO BE ELIGIBLE TO RECEIVE AN OFFER FROM THE PARK OWNER UNDER THIS SUBSECTION, THE RESIDENT SHALL:~~

~~(I) DURING NORMAL BUSINESS HOURS, ALLOW AN APPRAISER TO INSPECT THE MOBILE HOME FOR THE PURPOSES OF COMPLETING AN APPRAISAL; AND~~

~~(II) RESPOND TO REQUESTS FROM THE APPRAISER FOR INFORMATION ABOUT THE CONDITION OF THE MOBILE HOME IN A TIMELY MANNER.~~

~~(4) (i) A RESIDENT SHALL HAVE 10 DAYS AFTER THE DATE OF DELIVERY OF THE OFFER TO ACCEPT THE OFFER.~~

~~(ii) IF A RESIDENT FAILS TO RESPOND TO AN OFFER FROM THE PARK OWNER WITHIN 10 DAYS AFTER THE DATE OF DELIVERY OF THE OFFER, THE OFFER SHALL BE CONSIDERED REJECTED.~~

~~(D) (1) A COURT MAY EXTEND THE TIME PERIOD UNDER SUBSECTION (A) OF THIS SECTION ON A SHOWING OF GOOD CAUSE.~~

~~(2) IN MAKING A DETERMINATION OF GOOD CAUSE, THE COURT SHALL CONSIDER:~~

~~(i) PERSONAL HARDSHIP TO THE RESIDENT;~~

~~(ii) A PENDING SALE OF THE MOBILE HOME OR A LEGITIMATE DELAY IN THE TRANSFER OF OWNERSHIP; AND~~

~~(iii) ANY OTHER FACTOR THAT THE COURT CONSIDERS RELEVANT.~~

~~(E) FOLLOWING THE TIME PERIOD ESTABLISHED UNDER SUBSECTION (A) OF THIS SECTION AND, IF APPLICABLE, EXTENDED UNDER SUBSECTION (C) OF THIS SECTION, A PARK OWNER MAY TAKE POSSESSION OF THE PREMISES.~~

~~(F) IF A PARK OWNER DISPOSES OF THE ABANDONED PROPERTY OF THE RESIDENT BY SALE, THE RESIDENT SHALL BE ENTITLED TO ANY PROCEEDS OF THE SALE THAT EXCEED RENT DUE AND UNPAID FEES OWED BY THE RESIDENT TO THE PARK OWNER.~~

~~(G) IF IN ANY PROCEEDING A COURT DETERMINES THAT A PARK OWNER VIOLATED A PROVISION OF THIS SECTION, THE RESIDENT MAY RECOVER:~~

~~(1) ACTUAL DAMAGES;~~

~~(2) REASONABLE ATTORNEY'S FEES AND COSTS; AND~~

~~(3) ANY OTHER REMEDY THE COURT FINDS REASONABLE.~~

~~SECTION 2. AND BE IT FURTHER ENACTED, That:~~

~~(a) On or before December 1, 2026, the Maryland Judiciary shall develop and publish on its website a form titled "Notice of Intent to File a Complaint for Repossession~~

~~of the Premises” to facilitate the implementation of § 8A-1701 of the Real Property Article, as enacted by Section 1 of this Act.~~

~~(b) The form required under subsection (a) of this section shall include:~~

- ~~(1) The date the notice is provided to the resident or subtenant of the park;~~
- ~~(2) A specific description of the alleged violation by the resident or subtenant under § 8A-1101 or § 8A-1703 of the Real Property Article, as enacted by Section 1 of this Act;~~
- ~~(3) A statement containing information on rental assistance programs if the notice was provided for the nonpayment of rent;~~
- ~~(4) The contact information of the park owner;~~
- ~~(5) If applicable, a statement that the resident or subtenant has 10 days after receipt of the notice to cure the nonpayment of rent before the park owner may initiate an action for repossession in the District Court;~~
- ~~(6) A statement that the resident has the legal right to dispute the violation alleged under Title 8A, Subtitle 17 of the Real Property Article, as enacted by Section 1 of this Act;~~
- ~~(7) Contact information for nonprofit legal services organizations that may provide legal advice or access to legal representation to the resident or subtenant, as compiled by the Maryland Legal Services Corporation; and~~
- ~~(8) Contact information for the following resources of the court:

 - ~~(i) The Alternative Dispute Resolution Office; and~~
 - ~~(ii) The Self-Help Center.~~~~

~~SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall be construed to apply only prospectively and may not be applied or interpreted to have any effect on or application to:~~

- ~~(1) any cause of action for repossession of the premises for failure to pay rent, breach of rental agreement, or holdover under Title 8A, Subtitle 17 of the Real Property Article, as enacted by Section 1 of this Act, initiated before the effective date of this Act; or~~
- ~~(2) any rental agreement entered into before the effective date of this Act.~~

~~SECTION 4. AND BE IT FURTHER ENACTED, That Section(s) SA 404 through SA 406 of Article Real Property of the Annotated Code of Maryland be renumbered to be Section(s) SA 403 through SA 405, respectively.~~

SECTION ~~5~~ 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2026.

Approved by the Governor, May 26, 2026.