

# HOUSE BILL 1548

N1, C9

6lr2856

---

By: **Delegates Stinnett and Simmons**

Introduced and read first time: February 13, 2026

Assigned to: Economic Matters

---

1

A BILL ENTITLED

2 AN ACT concerning

3

**Real Property – Residential Lease – Terminology**

4 FOR the purpose of replacing the term “landlord” with “rental property owner” and “tenant”  
5 with “resident” in the context of residential leases; and generally relating to the  
6 terminology for residential leases.

7 BY repealing and reenacting, with amendments,  
8 Article – Business Occupations and Professions  
9 Section 10–206(b)(1) and (2)  
10 Annotated Code of Maryland  
11 (2018 Replacement Volume and 2025 Supplement)

12 BY repealing and reenacting, without amendments,  
13 Article – Business Regulation  
14 Section 8–101(a)  
15 Annotated Code of Maryland  
16 (2024 Replacement Volume and 2025 Supplement)

17 BY repealing and reenacting, with amendments,  
18 Article – Business Regulation  
19 Section 8–101(k)  
20 Annotated Code of Maryland  
21 (2024 Replacement Volume and 2025 Supplement)

22 BY repealing and reenacting, without amendments,  
23 Article – Corporations and Associations  
24 Section 5–6B–01(a) and 5–6B–07(a)(1)  
25 Annotated Code of Maryland  
26 (2025 Replacement Volume)

27 BY repealing and reenacting, with amendments,

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



- 1 Article – Corporations and Associations  
2 Section 5–6B–01(s)(1), 5–6B–05, 5–6B–06(a) through (f), 5–6B–07(a)(2), (b), (c), and  
3 (l)(1), 5–6B–08(c)(4), 5–6B–09(a)(1) and (2), 5–6B–10(a) and (b), and  
4 5–6B–33(d)  
5 Annotated Code of Maryland  
6 (2025 Replacement Volume)
- 7 BY repealing and reenacting, without amendments,  
8 Article – Environment  
9 Section 6–801(a)  
10 Annotated Code of Maryland  
11 (2013 Replacement Volume and 2025 Supplement)
- 12 BY repealing and reenacting, with amendments,  
13 Article – Environment  
14 Section 6–801(c), (s), and (t), 6–815(a) and (b), 6–817(b)(2) and (3), 6–818(a),  
15 6–819(b)(1), (c)(1)(ii), (d), and (e), 6–820, 6–821(a)(2) and (3) and (b), 6–823,  
16 6–825(f)(2), 6–828(a), and 6–836  
17 Annotated Code of Maryland  
18 (2013 Replacement Volume and 2025 Supplement)
- 19 BY repealing and reenacting, with amendments,  
20 Article – Health – General  
21 Section 19–1401.1(a)(1)  
22 Annotated Code of Maryland  
23 (2023 Replacement Volume and 2025 Supplement)
- 24 BY repealing and reenacting, with amendments,  
25 Article – Housing and Community Development  
26 Section 4–1208(f); 5–101 through 5–104 to be under the amended title “Title 5. Office  
27 of Resident and Rental Property Owner Affairs”; and 7–101(i)(2) and (l),  
28 7–106, 7–201(b)(3), 7–202(a)(4) and (b)(5), 7–203(a), 7–210(b)(2), 7–212(a) and  
29 (b), 7–215, 7–301, 7–302(a), 7–303, 7–304, 7–305(a), 7–306, 7–403, 12–303(d),  
30 12–402, and 13–104(a)(2)  
31 Annotated Code of Maryland  
32 (2019 Replacement Volume and 2025 Supplement)
- 33 BY repealing and reenacting, without amendments,  
34 Article – Housing and Community Development  
35 Section 7–101(a)  
36 Annotated Code of Maryland  
37 (2019 Replacement Volume and 2025 Supplement)
- 38 BY repealing and reenacting, with amendments,  
39 Article – Human Services  
40 Section 5–603  
41 Annotated Code of Maryland

1 (2019 Replacement Volume and 2025 Supplement)

2 BY repealing and reenacting, with amendments,  
3 Article – Public Safety  
4 Section 9–104(d)(1)(iii), 9–105(b) and (f), 9–106(c) and (e), 9–108(a), 12–202(j)(2) and  
5 (3), 12–203(g), and 14–212(b)(2)  
6 Annotated Code of Maryland  
7 (2022 Replacement Volume and 2025 Supplement)

8 BY repealing and reenacting, with amendments,  
9 Article – Public Utilities  
10 Section 7–224(e), 7–303(h) and (i), 7–304(b)(2), 7–307.3(b), and 7–309  
11 Annotated Code of Maryland  
12 (2025 Replacement Volume and 2025 Supplement)

13 BY repealing and reenacting, with amendments,  
14 Article – Real Property  
15 Section 1–101, 8–119(a)(5), (7) and (8) and (c) through (h), 8–202, 8–203, 8–203.1,  
16 8–204, 8–205, 8–205.1, 8–206 through 8–208, 8–208.1, 8–208.2, 8–208.3,  
17 8–210, 8–211, 8–211.1, 8–212.1(b), 8–212.2, 8–212.3, 8–213 through 8–217,  
18 8–5A–01(c) and (h), 8–5A–02 through 8–5A–06, 8–603(a), 8–1001, 11–102.1,  
19 11–102.2(b) and (g), 11–111(a)(1)(ii) and (c)(1), 11–136(a) through (f),  
20 11–137(a)(2), (b), (c), and (l)(1), 11–138(d)(4), 11–139(a)(1) and (2), 14–128(b)  
21 through (d), 14–130(c), (d), and (f), 14–133(a)(4) and (6), 14–802, 14–804,  
22 14–806, and 15–102(17)  
23 Annotated Code of Maryland  
24 (2023 Replacement Volume and 2025 Supplement)

25 BY repealing and reenacting, without amendments,  
26 Article – Real Property  
27 Section 8–119(a)(1), 8–5A–01(a), 11–137(a)(1), and 14–133(a)(1)  
28 Annotated Code of Maryland  
29 (2023 Replacement Volume and 2025 Supplement)

30 BY repealing and reenacting, with amendments,  
31 Article – State Government  
32 Section 20–706(b)(3)(ii) and 20–1028(c)  
33 Annotated Code of Maryland  
34 (2021 Replacement Volume and 2025 Supplement)

35 BY repealing and reenacting, without amendments,  
36 Article – State Government  
37 Section 20–1028(b)(1)  
38 Annotated Code of Maryland  
39 (2021 Replacement Volume and 2025 Supplement)

40 BY repealing and reenacting, with amendments,

1 Article – Tax – Property  
 2 Section 9–219(a) and 9–304(f)(1)(ii)  
 3 Annotated Code of Maryland  
 4 (2019 Replacement Volume and 2025 Supplement)

5 BY repealing and reenacting, without amendments,  
 6 Article – Tax – Property  
 7 Section 9–304(f)(1)(i)  
 8 Annotated Code of Maryland  
 9 (2019 Replacement Volume and 2025 Supplement)

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

12 **Article – Business Occupations and Professions**

13 10–206.

14 (b) This section does not apply to:

15 (1) a person while representing a [landlord] **RENTAL PROPERTY OWNER**  
 16 in a summary ejectment or a rent escrow proceeding in the District Court of Maryland;

17 (2) a person while representing a [tenant] **RESIDENT** in a summary  
 18 ejectment or a rent escrow proceeding in the District Court of Maryland if the person is:

19 (i) a law student practicing in a clinical law program at a law school  
 20 accredited by the American Bar Association with the in–court supervision of a faculty  
 21 member; or

22 (ii) employed by a nonprofit organization receiving grants from the  
 23 Maryland Legal Services Corporation and:

24 1. the person has training and experience;

25 2. the person is supervised by a lawyer; and

26 3. the supervising lawyer’s appearance is entered in the  
 27 proceeding;

28 **Article – Business Regulation**

29 8–101.

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

31 (k) “Owner” includes a homeowner, [tenant] **RESIDENT**, or other person who

1 buys, contracts for, orders, or is entitled to a home improvement.

2 **Article – Corporations and Associations**

3 5–6B–01.

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

5 (s) (1) “Proprietary lease” means an agreement with the cooperative housing  
6 corporation under which a member has an exclusive possessory interest in a unit and a  
7 possessory interest in common with other members in that portion of a cooperative project  
8 not constituting units and which creates a legal relationship of [landlord] **RENTAL**  
9 **PROPERTY OWNER** and [tenant] **RESIDENT** between the cooperative housing corporation  
10 and the member, respectively.

11 5–6B–05.

12 (a) (1) At least 180 days before a [tenant] **RESIDENT** is required to vacate a  
13 portion of a residential rental facility used as a residence that is acquired or is to be  
14 acquired by a cooperative housing corporation or that is owned by or is to be owned by a  
15 corporation that may become a cooperative housing corporation, the owner and the  
16 [landlord] **RENTAL PROPERTY OWNER** of each [tenant] **RESIDENT** in possession of a  
17 portion of the residential rental facility shall give the [tenant] **RESIDENT** a notice in  
18 substantially the form specified in subsection (f) of this section.

19 (2) For effective notice, the owner and the [landlord] **RENTAL PROPERTY**  
20 **OWNER**, at least 15 days before giving the notice required by this section, shall file with  
21 the Secretary of State a copy of the notice, a list of the [tenants] **RESIDENTS** to whom the  
22 owner and the [landlord] **RENTAL PROPERTY OWNER** anticipate giving notice, and an  
23 affidavit in substantially the following form:

24 “I hereby affirm under the penalty of perjury that the notice requirements of §  
25 5–6B–05 of the Corporations and Associations Article, if applicable, have been  
26 fulfilled.  
27 Developer  
28 By.....”

29 (3) (I) If a [tenant] **RESIDENT** first leases a portion of the premises as  
30 a residence after the notice required by this subsection has been given, the owner and the  
31 [landlord] **RENTAL PROPERTY OWNER**, if other than the owner, shall inform the [tenant]  
32 **RESIDENT** in writing that the notice has been given.

33 (II) The [tenant] **RESIDENT** shall be so informed on or before signing  
34 the lease or taking possession, whichever occurs first.

35 (b) The notice shall be considered to have been given to each [tenant] **RESIDENT**

1 if delivered by hand or mailed, postage prepaid, to the [tenant's] **RESIDENT'S** last known  
2 address.

3 (c) A [tenant] **RESIDENT** leasing a portion of a residential rental facility as a  
4 residence at the time the notice referred to in subsection (a) of this section is given to the  
5 [tenant] **RESIDENT** may not be required to vacate the premises prior to the expiration of  
6 180 days from the giving of the notice except for:

7 (1) Breach of a covenant in the lease occurring before or after the notice is  
8 given;

9 (2) Nonpayment of rent occurring before or after the notice is given; or

10 (3) Failure of the [tenant] **RESIDENT** to vacate the premises at the time  
11 that is indicated by the [tenant] **RESIDENT** in a notice given to the [landlord] **RENTAL**  
12 **PROPERTY OWNER** under subsection (e) of this section.

13 (d) (1) If the lease term of a [tenant] **RESIDENT** who leases a portion of a  
14 residential rental facility as a residence at the time the notice referred to in subsection (a)  
15 of this section is given would ordinarily terminate during the 180-day period, the lease  
16 term shall be extended, at the option of the [tenant] **RESIDENT**, until the expiration of the  
17 180-day period.

18 (2) The extended term shall be at the same rent and on the same terms and  
19 conditions as were applicable on the last day of the lease term.

20 (e) A [tenant] **RESIDENT** who leases a portion of a residential rental facility as a  
21 residence at the time the notice referred to in subsection (a) of this section is given may  
22 terminate the lease, without penalty for termination, upon at least 30 days' written notice  
23 to the [landlord] **RENTAL PROPERTY OWNER**.

24 (f) (1) The notice referred to in subsection (a) of this section shall be sufficient  
25 for the purposes of this section if it is in substantially the following form.

26 (2) [As to] **FOR** rental facilities containing fewer than 10 units, "Section 2"  
27 of the notice is not required to be given.

28 "NOTICE OF INTENTION TO CREATE A COOPERATIVE HOUSING  
29 CORPORATION

30 .....(date)

31 This is to inform you that the residential rental facility known as:..... has  
32 been or may be acquired by a cooperative housing corporation or that the current  
33 owner of the residential rental facility has or may become a cooperative housing  
34 corporation in accordance with the Maryland Cooperative Housing Corporation

1 Act. You may be required to move out of your residence after 180 days have passed  
2 from the date of this notice, or in other words, after:..... (date).

3 Section 1  
4 Rights that Apply to All [Tenants] **RESIDENTS**

5 If you are a [tenant] **RESIDENT** in this residential rental facility and you  
6 have not already given notice that you intend to move, you have the following  
7 rights, provided you have previously paid your rent and continue to pay your rent  
8 and abide by the other terms and conditions of your lease.

9 (1) You may remain in your residence on the same rent, terms,  
10 and conditions of your existing lease until either the end of your lease term or until  
11 ..... (date) (the end of the 180-day period), whichever is later. If your lease  
12 term ends during the 180-day period, it will be extended on the same rent, terms,  
13 and conditions until ..... (date) (the end of the 180-day period). In addition,  
14 certain households may be entitled to extend their leases beyond the 180 days as  
15 described in Section 2.

16 (2) You have the right to purchase your residence before it can be  
17 sold publicly. A purchase offer describing your right to purchase is included with  
18 this notice.

19 (3) If you do not choose to purchase your residence, and the annual  
20 income for all present members of your household did not exceed ..... (the  
21 income eligibility figure for the appropriate area which equals approximately 80  
22 percent of the median income for your county or standard metropolitan area) for  
23 20\_\_, you are entitled to receive \$375 when you move out of your residence. You  
24 are also entitled to be reimbursed for moving expenses, as defined in the Maryland  
25 Cooperative Housing Corporation Act, over \$375 up to \$750 which are actually and  
26 reasonably incurred. If the annual income for all present members of your  
27 household did exceed ..... (the income eligibility figure for the appropriate  
28 area which equals approximately 80 percent of the median income for your county  
29 or standard metropolitan area) for 20\_\_, you are entitled to be reimbursed up to  
30 \$750 for moving expenses, as defined in the Maryland Cooperative Housing  
31 Corporation Act, actually and reasonably incurred. To receive reimbursement for  
32 moving expenses, you must make a written request, accompanied by reasonable  
33 evidence of your expenses, within 30 days after you move. You are entitled to be  
34 reimbursed within 30 days after your request has been received.

35 (4) If you want to move out of your residence before the end of the  
36 180-day period or the end of your lease, you may cancel your lease without penalty  
37 by giving at least 30 days' prior written notice. However, once you give notice of  
38 when you intend to move, you will not have the right to remain in your residence  
39 beyond that date.

40 Section 2

1 Right to 3-Year Lease Extension or 3-Month Rent Payment for Certain  
2 Handicapped Citizens and Senior Citizens

3 The developer who converts this residential rental facility to a cooperative  
4 housing corporation must offer extended leases to qualified households for up to  
5 20 percent of the units in the residential rental facility. Households which receive  
6 extended leases will have the right to continue renting their residences for at least  
7 3 years from the date of this notice. A household may cancel an extended lease by  
8 giving 3 months' written notice if more than 1 year remains on the lease, and 1  
9 month's written notice if 1 year or less remains on the lease.

10 Rents under these extended leases may be increased only once each year  
11 and are limited by increases in the cost of living index. Read the enclosed lease to  
12 learn the additional rights and responsibilities of [tenants] **RESIDENTS** under  
13 extended leases.

14 In determining whether your household qualifies for an extended lease, the  
15 following definitions apply:

16 (1) "Handicapped citizen" means a person with a measurable  
17 limitation of mobility due to congenital defect, disease, or trauma.

18 (2) "Senior citizen" means a person who is at least 62 years old on  
19 the date of this notice.

20 (3) "Annual income" means the total income from all sources for  
21 all present members of your household for the income tax year immediately  
22 preceding the year in which this notice is issued, whether or not included in the  
23 definition of gross income for federal or State tax purposes. For purposes of this  
24 section, the inclusions to and exclusions from annual income are the same as for  
25 "gross income" as that term is defined in § 9-104(a)(8) of the Tax - Property Article  
26 for the property tax credits for homeowners by reason of income and age, reduced  
27 by unreimbursed medical expenses if the [tenant] **RESIDENT** provides reasonable  
28 evidence of the unreimbursed medical expenses or consents in writing to authorize  
29 disclosure of relevant information regarding medical expense reimbursement at  
30 the time of applying for an extended lease. Total income means the same as "gross  
31 income" as defined in § 9-104(a)(8) of the Tax - Property Article.

32 To qualify for an extended lease you must meet all of the following criteria:

33 (1) A member of the household must be a handicapped citizen or  
34 a senior citizen and must be living in your unit as of the date of this notice and  
35 must have been a member of your household for at least the 12 months  
36 immediately preceding the date of this notice;

37 (2) Annual income for all present members of your household  
38 must not have exceeded ..... (80 percent of applicable median income) for

1 20\_\_; and

2 (3) You must be current in your rental payment and otherwise be  
3 in good standing under your existing lease.

4 If you meet all of these qualifications and you desire an extended lease, then  
5 you must complete the enclosed form and execute the enclosed lease and return  
6 the completed form and executed lease to the office listed below within 60 days  
7 after the date of this notice, or in other words, by ..... (date). If your completed  
8 form and executed lease are not received within that time, you will not be entitled  
9 to an extended lease.

10 If the number of qualified households requesting extended leases exceeds  
11 the 20 percent limitation, the extended leases shall be allocated as determined by  
12 the local governing body. If the local governing body fails to provide for allocation,  
13 units shall be allocated by the developer based on seniority by continuous length  
14 of residence.

15 Due to the 20 percent limitation your application for an extended lease must  
16 be processed before your lease becomes effective. Your lease will become effective  
17 if it is determined that your household is qualified and falls within the 20 percent  
18 limitation.

19 If you return the enclosed form and lease by .....(date), you will be notified  
20 within 75 days after the date of this notice, or in other words, by .....(date),  
21 whether you are qualified and whether your household falls within the 20 percent  
22 limitation.

23 You may apply for an extended lease and, at the same time, choose to  
24 purchase a cooperative interest. If you apply for and receive an extended lease,  
25 your contract will be void. If you do not receive an extended lease, your contract  
26 will be effective and you will be obligated to purchase a cooperative interest.

27 If you qualify for an extended lease, but due to the 20 percent limitation,  
28 your lease is not effective, the developer must pay you an amount equal to 3  
29 months' rent within 15 days after you move. You are also entitled to up to \$750  
30 reimbursement for your moving expenses, as described in Section 1.

31 If you qualify for an extended lease, but do not want one, you are also  
32 entitled to both the moving expense reimbursement previously described and the  
33 payment equal to 3 months' rent. In order to receive the 3 months' rent payment,  
34 you must complete and return the enclosed form within 60 days after the date of  
35 this notice or by ..... (date), but you should not execute the enclosed lease.

36 All applications, forms, executed leases, and moving expense requests  
37 should be addressed or delivered to:

1 .....  
 2 .....  
 3 ....."

4 (g) The failure of a [landlord] **RENTAL PROPERTY OWNER** or owner to give  
 5 notice as required by this section is a defense to an action for possession.

6 (h) This section does not apply to a [tenant] **RESIDENT** whose lease term expires  
 7 during the 180-day period and who has given written notice of intent not to renew the lease  
 8 before the notice required by subsection (a) of this section is given.

9 (i) A [tenant] **RESIDENT** may not waive the rights under this section except as  
 10 otherwise provided under this subtitle.

11 (j) At the expiration of the 180-day period a [tenant] **RESIDENT** shall become a  
 12 [tenant] **RESIDENT** from month-to-month subject to the same rent, terms, and conditions  
 13 as those existing at the giving of the notice required by subsection (a) of this section, if the  
 14 [tenant's] **RESIDENT'S** initial lease has expired and the [tenant] **RESIDENT** has not:

- 15 (1) Entered into a new lease;
- 16 (2) Vacated under subsection (e) of this section; or
- 17 (3) Been notified in accordance with applicable law prior to the expiration  
 18 of the 180-day period that the [tenant] **RESIDENT** must vacate at the end of that period.

19 5-6B-06.

20 (a) (1) An owner required to give notice under § 5-6B-05 of this subtitle shall  
 21 offer in writing to each [tenant] **RESIDENT** entitled to receive that notice the right to  
 22 purchase the cooperative interest which is coupled with the proprietary lease for that  
 23 portion of the residential rental facility occupied by the [tenant] **RESIDENT** as the  
 24 [tenant's] **RESIDENT'S** residence. The offer shall be at a price and on terms and conditions  
 25 at least as favorable as the price, terms, and conditions offered for the cooperative interest  
 26 which is coupled with the proprietary lease for that portion of the residential rental facility  
 27 to any other person during the 180-day period following the giving of the notice required  
 28 by § 5-6B-05 of this subtitle. Settlement cannot be required any earlier than 120 days after  
 29 the offer is accepted by the [tenant] **RESIDENT**.

30 (2) (i) The cooperative housing corporation shall adopt uniform  
 31 objective standards concerning financial responsibility which shall apply to all [tenants]  
 32 **RESIDENTS** and initial purchasers.

33 (ii) The [tenant's] **RESIDENT'S** acceptance of the owner's offer is  
 34 conditioned on the [tenant] **RESIDENT** meeting the financial standards established by the  
 35 cooperative housing corporation under subparagraph (i) of this paragraph.

1           (3) The offer to each [tenant] **RESIDENT** shall be made concurrently with  
2 the giving of the notice required by § 5-6B-05 of this subtitle, shall be a part of that notice,  
3 and shall state that:

4           (i) The offer will terminate upon the earlier to occur of termination  
5 of the lease by the [tenant] **RESIDENT** or 60 days after delivery;

6           (ii) Acceptance of the offer by a [tenant] **RESIDENT** who meets the  
7 criteria for an extended lease under § 5-6B-07(b) of this subtitle is contingent upon the  
8 [tenant] **RESIDENT** not receiving an extended lease;

9           (iii) Settlement cannot be required earlier than 120 days after  
10 acceptance by the [tenant] **RESIDENT**; and

11           (iv) The household is entitled to reimbursement for moving expenses  
12 as provided in subsection (h) of this section.

13           (4) Delivery of a notice in the form specified in § 5-6B-05(f) of this subtitle  
14 meets the requirements of subsection (a) of this section.

15           (b) (1) Notwithstanding the provisions of subsection (a) of this section, an  
16 owner may make alterations or additions to the size, location, configuration, and physical  
17 condition of the residential rental facility. The developer is not required to make the  
18 boundaries of a portion of the residential rental facility occupied by a [tenant] **RESIDENT**  
19 as the [tenant's] **RESIDENT'S** residence coincide with the boundaries of a proposed unit.

20           (2) If the boundaries of a portion of the residential rental facility occupied  
21 by a [tenant] **RESIDENT** as the [tenant's] **RESIDENT'S** residence do not coincide with the  
22 boundaries of a proposed unit, then, to the extent reasonable and practicable, the owner  
23 shall offer in writing to that [tenant] **RESIDENT** the right to purchase a substantially  
24 equivalent cooperative interest. The offer shall be at a price and on terms and conditions  
25 at least as favorable as the price, terms, and conditions offered for the cooperative interest  
26 which is coupled with the proprietary lease for that portion of the residential rental facility  
27 to any other person and shall contain the statements required by paragraph (2) of  
28 subsection (a) of this section.

29           (c) Unless written acceptance of an offer made under subsection (a) or (b) of this  
30 section is first delivered to the owner by the [tenant] **RESIDENT**, the offer shall terminate,  
31 without further act, upon the earlier to occur of:

32           (1) Termination of the lease by the [tenant] **RESIDENT**; or

33           (2) 60 days after the offer is delivered to the [tenant] **RESIDENT**.

34           (d) Acceptance of an offer by a [tenant] **RESIDENT** who meets the criteria for an

1 extended lease under § 5–6B–07 of this subtitle shall be contingent upon the [tenant]  
2 **RESIDENT** not receiving an extended lease.

3 (e) (1) Except as provided in paragraph (2) of this subsection, if the offer  
4 terminates, the owner may not offer to sell that cooperative interest at a price or on terms  
5 and conditions more favorable to the offeree than the price, terms, and conditions offered  
6 to the [tenant] **RESIDENT** during the 180–day period following the giving of the notice  
7 required by § 5–6B–05 of this subtitle.

8 (2) The owner may reoffer to sell that cooperative interest to the [tenant]  
9 **RESIDENT** on terms and conditions more favorable to the offeree, and if the owner does so,  
10 the offer shall supersede the first offer.

11 (f) Within 75 days after the giving of the notice required by § 5–6B–05 of this  
12 subtitle, the developer shall provide to any county, incorporated municipality, or housing  
13 agency which has a right to purchase cooperative interests in the residential rental facility  
14 under § 5–6B–09 of this subtitle a list of the names and units of all [tenants] **RESIDENTS**  
15 who have validly accepted offers made under this section within 60 days of the giving of the  
16 notice required by § 5–6B–05 of this subtitle, except those offers which have terminated  
17 because of the granting of an extended lease under § 5–6B–07 of this subtitle.

18 5–6B–07.

19 (a) (1) In this section the following words have the meanings indicated.

20 (2) “Annual income” means the total income, from all sources, of a  
21 designated household, for the income tax year immediately preceding the year in which the  
22 notice is given under § 5–6B–05 of this subtitle, whether or not included in the definition  
23 of gross income for federal or State tax purposes. For purposes of this section, the inclusions  
24 and exclusions from annual income are the same as those listed in § 9–104(a)(8) of the Tax  
25 – Property Article for “gross income” as that term is defined for the property tax credits for  
26 homeowners by reason of income and age, reduced by unreimbursed medical expenses if  
27 the [tenant] **RESIDENT** provides reasonable evidence of the unreimbursed medical  
28 expenses or consents in writing to authorize disclosure of relevant information regarding  
29 medical expense reimbursement at the time of applying for an extended lease.

30 (b) A developer may not sell a cooperative interest with respect to a unit in a  
31 residential rental facility occupied by a member of a designated household entitled to  
32 receive the notice required by § 5–6B–05 of this subtitle without offering to the [tenant]  
33 **RESIDENT** of the unit a lease extension for a period of at least 3 years from the giving of  
34 the notice required by § 5–6B–05 of this subtitle, if the household meets the following  
35 criteria:

36 (1) Had an annual income which did not exceed the income eligibility figure  
37 applicable for the county or standard metropolitan statistical area in which the residential  
38 rental facility is located, as provided under subsection (n) of this section;

1           (2) Is current in its rent payment and has not violated any other material  
2 terms of the lease;

3           (3) Has provided the developer within 60 days after the giving of the notice  
4 required by § 5-6B-05 of this subtitle with an affidavit under penalty of perjury, with a  
5 statement:

6                   (i) Asserting that the household is applying for an extended lease  
7 under this section;

8                   (ii) Setting forth the household's annual income for the calendar  
9 year preceding the giving of the notice required by § 5-6B-05 of this subtitle, together with  
10 reasonable supporting documentation of the household income and, where applicable, of  
11 unreimbursed medical expenses or a written authorization for disclosure of relevant  
12 information regarding medical expense reimbursement by doctors, hospitals, clinics,  
13 insurance companies, or similar persons, entities, or organizations that provide medical  
14 treatment coverage to the household; and

15                   (iii) Setting forth facts showing that a member of the household is  
16 either a handicapped citizen or a senior citizen who, in either event, has been a member of  
17 the household for at least the 12 months immediately preceding the giving of the notice  
18 required by § 5-6B-05 of this subtitle; and

19           (4) Has executed an extended lease and returned it to the developer within  
20 60 days after the giving of the notice required by § 5-6B-05 of this subtitle.

21           (c) The developer shall deliver to each [tenant] **RESIDENT** entitled to receive the  
22 notice required by § 5-6B-05 of this subtitle, simultaneously with the notice:

23                   (1) An application on which may be included all of the information required  
24 by paragraph (3) of subsection (b) of this section;

25                   (2) A lease containing the terms required by this section and clearly  
26 indicating that the lease will be effective, but only if:

27                           (i) The [tenant] **RESIDENT** executes and returns the lease not later  
28 than 60 days after the giving of the notice required by § 5-6B-05 of this subtitle; and

29                           (ii) The household is allocated one of the units required to be made  
30 available to qualified households based on its ranking under subsection (k) of this section  
31 and the number of [tenants] **RESIDENTS** executing and returning leases;

32                   (3) A copy of the public offering statement; and

33                   (4) A notice setting forth the rights and obligations of the [tenant]  
34 **RESIDENT** under this section. Delivery of a notice in the form specified in § 5-6B-05(f) of

1 this subtitle meets the requirements of this subsection.

2 (l) (1) If a conversion involves substantial rehabilitation or reconstruction of  
3 such a nature that the work involved does not permit the continued occupancy of a unit  
4 because of danger to the health and safety of the [tenants] **RESIDENTS**, any designated  
5 household executing an extended lease under the provisions of this section shall be required  
6 to vacate the unit not earlier than the expiration of the 180-day period and to relocate at  
7 the expense of the developer in a comparable unit in the residential rental facility to permit  
8 the work to be performed.

9 5-6B-08.

10 (c) The provisions of any local law or ordinance adopted under this section shall  
11 not apply to the following transfers of a residential rental facility:

12 (4) A transfer of the interest of one [co-tenant] **CO-RESIDENT** to another  
13 [co-tenant] **CO-RESIDENT** by operation of law or otherwise;

14 5-6B-09.

15 (a) (1) **(I)** A county or an incorporated municipality may provide by local  
16 law or ordinance, that the cooperative interest with respect to a unit in a residential rental  
17 facility occupied by a [tenant] **RESIDENT** entitled to receive the notice required by §  
18 5-6B-05 of this subtitle may not be transferred unless the county, incorporated  
19 municipality, or housing agency has first been offered in writing the right to purchase the  
20 cooperative interest at the same price and on the same terms and conditions initially offered  
21 to any other person.

22 **(II)** The local law or ordinance shall designate the title and mailing  
23 address of the person to whom the offer to the county, incorporated municipality, or housing  
24 agency is to be delivered and the title of the person who may accept the offer on behalf of  
25 the county, incorporated municipality, or housing agency.

26 (2) **(I)** The local law or ordinance shall provide that the offer to the  
27 county, incorporated municipality, or housing agency shall be made at the same time an  
28 offer is made to a [tenant] **RESIDENT** of the unit under § 5-6B-06 of this subtitle.

29 **(II)** If a [tenant] **RESIDENT** accepts an offer of a unit made under §  
30 5-6B-06 of this subtitle, then the rights of the county, incorporated municipality, or  
31 housing agency to such unit under an offer made under this section, whether or not  
32 accepted, shall terminate.

33 5-6B-10.

34 (a) **(1)** The intent of the General Assembly of Maryland is to facilitate the  
35 orderly development of cooperative housing corporations in Maryland.



1 (t) "Rent subsidy" means the difference between the rent paid by a [tenant]  
2 **RESIDENT** for housing at the time a qualified offer is made under Part V of this subtitle  
3 and the rent due for the lead-safe housing to which the [tenant] **RESIDENT** is relocated.

4 6-815.

5 (a) No later than the first change in occupancy in an affected property that occurs  
6 on or after February 24, 1996, before the next [tenant] **RESIDENT** occupies the property,  
7 an owner of an affected property shall initially satisfy the risk reduction standard  
8 established under this subtitle by passing the test for lead-contaminated dust under §  
9 6-816 of this subtitle provided that any chipping, peeling, or flaking paint has been  
10 removed or repainted on:

11 (1) The exterior painted surfaces of the residential building in which the  
12 rental dwelling unit is located; and

13 (2) The interior painted surfaces of the rental dwelling unit.

14 (b) At each change in occupancy thereafter, before the next [tenant] **RESIDENT**  
15 occupies the property, the owner of an affected property shall satisfy the risk reduction  
16 standard established under this subtitle by passing the test for lead-contaminated dust  
17 under § 6-816 of this subtitle in accordance with subsection (a) of this section.

18 6-817.

19 (b) (2) (i) Notwithstanding any other remedy that may be available, an  
20 owner who fails to meet the requirements of paragraph (1) of this subsection and subsection  
21 (c) of this section, or of § 6-819(f) of this subtitle shall lose the liability protection under §  
22 6-836 of this subtitle for any alleged injury or loss caused by the ingestion of lead by a  
23 person at risk that is first documented by a test for EBL of 15 µg/dl or more on or after  
24 February 24, 2006 in any of the owner's units that have not satisfied the risk reduction  
25 standard specified in § 6-815(a) of this subtitle, the inspection requirement of subsection  
26 (c) of this section, or the modified risk reduction standard specified in § 6-819(a) of this  
27 subtitle, as applicable.

28 (ii) The liability protection under § 6-836 of this subtitle shall be  
29 reinstated for any alleged injury or loss caused by the ingestion of lead that is first  
30 documented by a test for EBL of 15 µg/dl or more after the date that the owner meets the  
31 requirements of paragraph (1) of this subsection, subsection (c) of this section, and the  
32 requirements of § 6-819(f) of this subtitle.

33 (iii) The provisions of this paragraph do not apply if the owner proves  
34 that the noncompliance results from:

35 1. A [tenant's] **RESIDENT'S** lack of cooperation with the

1 owner's compliance efforts; or

2                                   2.     Legal action affecting access to the unit.

3                   (3)     Notice given under paragraph (1) of this subsection shall be sent by:

4                                   (i)     Certified mail, return receipt requested; or

5                                   (ii)    A verifiable method approved by the Department.

6 6–818.

7           (a)     (1)     Any person performing lead–contaminated dust testing or conducting  
8 inspections required by this subtitle:

9                                   (i)     Shall be accredited by the Department;

10                                  (ii)    May not be a related party to the owner; and

11                                  (iii)   Shall submit a verified report of the result of the  
12 lead–contaminated dust testing or visual inspection to the Department, the owner, and the  
13 **[tenant] RESIDENT**, if any, of the affected property.

14                   (2)     An owner may not employ or engage a related party to the owner to  
15 perform lead–contaminated dust testing or conduct inspections required by this subtitle.

16 6–819.

17           (b)     (1)     A **[tenant] RESIDENT** of an affected property may notify the owner of  
18 the affected property of a defect in the affected property under this section in accordance  
19 with this subsection.

20           (c)     (1)     After February 23, 1996, an owner of an affected property shall satisfy  
21 the modified risk reduction standard:

22                                   (ii)    Within 30 days after receipt of written notice from the **[tenant]**  
23 **RESIDENT**, or from any other source, of:

24   1.     A defect; and

25   2.     The existence of a person at risk in the affected property.

26           (d)     After May 23, 1997, an owner of an affected property shall satisfy the modified  
27 risk reduction standard within 30 days after receipt of written notice from the **[tenant]**  
28 **RESIDENT**, or from any other source, of a defect.

1 (e) An owner of an affected property is in compliance with subsection (c) or (d) of  
2 this section if, as applicable:

3 (1) The owner satisfies the modified risk reduction within 30 days after  
4 receiving a notice of elevated blood lead level or a notice of defect in accordance with this  
5 section; or

6 (2) The owner provides for the temporary relocation of [tenants]  
7 **RESIDENTS** to a lead-free dwelling unit or another dwelling unit that has satisfied the risk  
8 reduction standard in accordance with § 6-815 of this subtitle within 30 days after the  
9 receipt of a notice of elevated blood lead level or a notice of defect.

10 6-820.

11 (a) Except as provided in subsection (b) of this section, an owner of an affected  
12 property shall give to the [tenant] **RESIDENT** of the affected property a notice, prepared by  
13 the Department, of the [tenant's] **RESIDENT'S** rights under §§ 6-817 and 6-819 of this  
14 subtitle, according to the following schedule:

15 (1) At least 25% of the owner's affected properties by May 25, 1996;

16 (2) At least 50% of the owner's affected properties by August 25, 1996;

17 (3) At least 75% of the owner's affected properties by November 25, 1996;

18 and

19 (4) 100% of the owner's affected properties by February 25, 1997.

20 (b) On or after February 24, 1996, an owner of an affected property shall give to  
21 the [tenant] **RESIDENT** of the affected property a notice, prepared by the Department, of  
22 the [tenant's] **RESIDENT'S** rights under §§ 6-817 and 6-819 of this subtitle upon the  
23 execution of a lease or the inception of a tenancy.

24 (c) An owner of an affected property shall give to the [tenant] **RESIDENT** of the  
25 affected property a notice, prepared by the Department, of the [tenant's] **RESIDENT'S**  
26 rights under §§ 6-817 and 6-819 of this subtitle at least every 2 years after last giving the  
27 notice to the [tenant] **RESIDENT**.

28 (d) The owner shall include, with the notice of the [tenant's] **RESIDENT'S** rights  
29 that is provided to a [tenant] **RESIDENT** under this section upon the execution of a lease  
30 or the inception of a tenancy, a copy of the current verified inspection certificate for the  
31 affected property prepared under § 6-818 of this subtitle.

32 (e) (1) Notice given under this section shall be written, and shall be sent by:

33 (i) Certified mail, return receipt requested; or

1 (ii) A verifiable method approved by the Department.

2 (2) When giving notice to a [tenant] **RESIDENT** under this section, the  
3 owner shall provide documentation of the notice to the Department in a manner acceptable  
4 to the Department.

5 (3) A notice required to be given to a [tenant] **RESIDENT** under this section  
6 shall be sent to a party or parties identified as the lessee in a written lease in effect for an  
7 affected property or, if there is no written lease, the party or parties to whom the property  
8 was rented.

9 (f) A person who has acquired, or will acquire, an affected property shall give the  
10 notice required under this section to the [tenant] **RESIDENT** of the affected property:

11 (1) Before transfer of legal title; or

12 (2) Within 15 days following transfer of legal title.

13 6-821.

14 (a) (2) A [tenant] **RESIDENT** shall allow access to an affected property, at  
15 reasonable times, to the owner to perform any work required under this subtitle.

16 (3) If a [tenant] **RESIDENT** must vacate an affected property for a period  
17 of 24 hours or more in order to allow an owner to perform work that will disturb the paint  
18 on interior surfaces, the owner shall pay the reasonable expenses that the [tenant]  
19 **RESIDENT** incurs directly related to the required relocation.

20 (b) (1) If an owner has made all reasonable efforts to cause the [tenant]  
21 **RESIDENT** to temporarily vacate an affected property in order to perform work that will  
22 disturb the paint on interior surfaces, and the [tenant] **RESIDENT** refuses to vacate the  
23 affected property, the owner may not be liable for any damages arising from the [tenant's]  
24 **RESIDENT'S** refusal to vacate.

25 (2) If an owner has made all reasonable efforts to gain access to an affected  
26 property in order to perform any work required under this subtitle, and the [tenant]  
27 **RESIDENT** refuses to allow access, even after receiving reasonable advance notice of the  
28 need for access, the owner may not be liable for any damages arising from the [tenant's]  
29 **RESIDENT'S** refusal to allow access.

30 6-823.

31 (a) By May 23, 1996, an owner of an affected property shall give to the [tenant]  
32 **RESIDENT** of each of the owner's affected properties a lead poisoning information packet

1 prepared or designated by the Department.

2 (b) On or after February 24, 1996, upon the execution of a lease or the inception  
3 of a tenancy for an affected property, the owner of the affected property shall give to the  
4 [tenant] **RESIDENT** a lead poisoning information packet prepared or designated by the  
5 Department.

6 (c) An owner of an affected property shall give to the [tenant] **RESIDENT** of the  
7 affected property another copy of the lead poisoning information packet prepared or  
8 designated by the Department at least every 2 years after last giving the information  
9 packet to the [tenant] **RESIDENT**.

10 (d) A packet given to a [tenant] **RESIDENT** under this section shall be sent by:

11 (1) Certified mail, return receipt requested; or

12 (2) A verifiable method approved by the Department.

13 (e) The packet required to be given to a [tenant] **RESIDENT** under this section  
14 shall be sent to a party or parties identified as the lessee in a written lease in effect for an  
15 affected property or, if there is no written lease, the party or parties to whom the property  
16 was rented.

17 (f) A person who has acquired, or will acquire, an affected property shall give the  
18 packet required under this section to the [tenant] **RESIDENT** of the affected property:

19 (1) Before transfer of legal title; or

20 (2) Within 15 days following transfer of legal title.

21 6–825.

22 (f) A compliance plan for an occupied affected property under this section is void  
23 unless within 15 days following transfer of the occupied affected property subject to the  
24 compliance plan, the transferee files with the Department:

25 (2) A statement certifying that, prior to or within 15 days of transfer of  
26 legal title, the transferee provided the tenants of the occupied properties with the notice of  
27 [tenant's] **RESIDENT'S** rights and lead poisoning information packet required by §§ 6–820  
28 and 6–823 of this subtitle; and

29 6–828.

30 (a) This section applies to an owner of an affected property who has, with respect  
31 to the affected property, complied with the applicable requirements of §§ 6–811, 6–812,  
32 6–815, 6–817, and 6–819 of this subtitle, and has sent to the [tenant] **RESIDENT** the notices

1 required by §§ 6–820 and 6–823 of this subtitle.

2 6–836.

3 An owner of an affected property is not liable, for alleged injury or loss caused by  
4 ingestion of lead by a person at risk in the affected property, to a person at risk or a parent,  
5 legal guardian, or other person authorized under § 6–833 of this subtitle to respond on  
6 behalf of a person at risk who rejects a qualified offer made by the owner or the owner’s  
7 insurer or agent if, during the period of the alleged ingestion of lead by the person at risk,  
8 and with respect to the affected property in which the exposure allegedly occurred, the  
9 owner:

10 (1) Has given to the [tenant] **RESIDENT** the notices required by §§ 6–820  
11 and 6–823 of this subtitle; and

12 (2) Was in compliance with:

13 (i) The registration provisions of Part III of this subtitle; and

14 (ii) The applicable risk reduction standard and response standard  
15 under § 6–815 or § 6–819 of this subtitle, and the risk reduction schedule under § 6–817 of  
16 this subtitle.

17 **Article – Health – General**

18 19–1401.1.

19 (a) (1) In addition to the requirements for licensure of a related institution as  
20 provided in this title, an applicant for licensure of a nursing home shall include in the  
21 application the identity of:

22 (i) Any person with an ownership interest in the nursing home; and

23 (ii) Any management company, [landlord] **RENTAL PROPERTY**  
24 **OWNER**, or other business entity that will operate or contract with the applicant to manage  
25 the nursing home.

26 **Article – Housing and Community Development**

27 4–1208.

28 (f) For rental housing financed from the Fund and owned or managed by a  
29 housing authority, this subtitle supersedes:

30 (1) §§ 12–401, 12–402, and 12–405 of this article; and

31 (2) all other restrictions on [tenant] **RESIDENT** income under Division II

1 of this article.

2 Title 5. Office of [Tenant] **RESIDENT** and [Landlord] **RENTAL PROPERTY OWNER**  
3 Affairs.

4 5–101.

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

6 (b) “Director” means the Director of the Office of [Tenant] **RESIDENT** and  
7 [Landlord] **RENTAL PROPERTY OWNER** Affairs.

8 (c) “Office” means the Office of [Tenant] **RESIDENT** and [Landlord] **RENTAL**  
9 **PROPERTY OWNER** Affairs.

10 (d) (1) [“Tenant”] **“RESIDENT”** means [a residential tenant] **AN INDIVIDUAL**  
11 **OCCUPYING A RESIDENTIAL PROPERTY UNDER A LEASE AGREEMENT.**

12 (2) [“Tenant”] **“RESIDENT”** includes:

13 (i) a [subtenant] **SUBRESIDENT**;

14 (ii) a lessee;

15 (iii) a sublessee; and

16 (iv) any other individual, other than an owner, who is entitled to the  
17 possession or occupancy, or the benefits of possession or occupancy, of any residential rental  
18 unit in the State.

19 5–102.

20 (a) There is an Office of [Tenant] **RESIDENT** and [Landlord] **RENTAL**  
21 **PROPERTY OWNER** Affairs in the Department.

22 (b) The purpose of the Office is to:

23 (1) ensure that [tenants] **RESIDENTS** have access to educational resources  
24 to aid in understanding and exercising the [tenants’] **RESIDENTS’** rights under State law;

25 (2) provide [tenants] **RESIDENTS** with information on how to report a  
26 violation of their legal rights as [tenants] **RESIDENTS** and facilitate referrals of reported  
27 violations to appropriate enforcement agencies;

28 (3) provide [tenants] **RESIDENTS** with information on how to obtain  
29 financial counseling; and

1 (4) notify appropriate authorities regarding housing discrimination and  
2 other unfair or illegal housing practices.

3 5–103.

4 (a) The Secretary shall appoint the Director of the Office.

5 (b) The Director:

6 (1) serves at the pleasure of the Secretary; and

7 (2) reports to the Secretary.

8 5–104.

9 (a) The Office shall:

10 (1) develop resources to aid [tenants] **RESIDENTS** in understanding and  
11 exercising the legal rights of [tenants] **RESIDENTS**, including:

12 (i) a Maryland [Tenants'] **RESIDENTS'** Bill of Rights, summarizing  
13 the existing rights and remedies available to residential [tenants] **RESIDENTS** under State  
14 and federal law; and

15 (ii) a publicly accessible website to provide access to the Maryland  
16 [Tenants'] **RESIDENTS'** Bill of Rights and other relevant informational resources;

17 (2) establish points of contact within the Office by which a [tenant]  
18 **RESIDENT** may report a violation by a [landlord] **RENTAL PROPERTY OWNER** or a person  
19 acting on behalf of a [landlord] **RENTAL PROPERTY OWNER** for referral to appropriate  
20 enforcement agencies;

21 (3) provide resources to facilitate access by [tenants] **RESIDENTS** to credit  
22 counseling;

23 (4) refer covered individuals, as defined in § 8–901 of the Real Property  
24 Article, to the Access to Counsel in Evictions Program that is administered by the Maryland  
25 Legal Services Corporation;

26 (5) collaborate with county and local governments that provide [tenant]  
27 **RESIDENT** advocacy and assistance;

28 (6) receive notices and other documents related to a [tenant's]  
29 **RESIDENT'S** exclusive negotiation period and right of first refusal under § 8–119 of the  
30 Real Property Article; and

1 (7) adopt regulations governing the content and delivery of notices for a  
2 [tenant's] **RESIDENT'S** exclusive negotiation period and right of first refusal under § 8–119  
3 of the Real Property Article.

4 (b) The Office may:

5 (1) implement fair housing testing to ensure compliance by [landlords]  
6 **RENTAL PROPERTY OWNERS** with fair housing laws; and

7 (2) identify [landlords] **RENTAL PROPERTY OWNERS** that are out of  
8 compliance with federal, State, or local law and facilitate referrals of cases to an  
9 appropriate law enforcement agency or another appropriate agency.

10 (c) (1) On or before June 1 each year, the Office shall publish the Maryland  
11 [Tenants'] **RESIDENTS'** Bill of Rights on its website.

12 (2) The Maryland [Tenants'] **RESIDENTS'** Bill of Rights shall include  
13 contact information for the Office.

14 7–101.

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

16 (i) (2) “Project–based § 8 rental assistance” does not include rental assistance  
17 made directly to a [tenant] **RESIDENT** under existing certificate or voucher programs.

18 (l) [“Tenant] “**RESIDENT** protection assistance” means payments to, and  
19 extensions of leases for, the occupant or former occupant of an assisted unit in connection  
20 with a protected action as required under § 7–212 of this title.

21 7–106.

22 This title does not reduce any obligation or right of a [tenant] **RESIDENT**, political  
23 subdivision, or owner under Title 11 of the Real Property Article.

24 7–201.

25 (b) The owner shall give the notice of intent to:

26 (3) each [tenant] **RESIDENT** association that represents a rental unit in  
27 the assisted project, if the [tenant] **RESIDENT** association has given the owner the title and  
28 mailing address of a representative to receive the notice of intent;

29 7–202.

1 (a) A notice of intent, other than one sent to an assisted household, shall:

2 (4) give the information about the assisted project from the most recent  
3 [tenant] **RESIDENT** recertification documents required by the United States Department  
4 of Housing and Urban Development, the United States Department of Agriculture, or the  
5 Department of Housing and Community Development on:

6 (i) the number of assisted households;

7 (ii) the number of assisted units by number of bedrooms;

8 (iii) the distribution of assisted households by race, gender, income,  
9 and family size;

10 (iv) the number of households with elderly individuals or individuals  
11 with disabilities; and

12 (v) the number of households with minors;

13 (b) A notice of intent sent to an assisted household shall contain:

14 (5) the name, address, and phone number of the owner's agent to whom the  
15 assisted household may apply for [tenant] **RESIDENT** protection assistance under this title;  
16 and

17 7-203.

18 (a) An owner may not take a protected action unless the owner has provided all  
19 [tenant] **RESIDENT** protection assistance required by this title.

20 7-210.

21 (b) In any rental housing project purchased under a right of first purchase under  
22 this subtitle and owned or managed by a housing authority authorized under Division II of  
23 this article, this subtitle supersedes:

24 (2) all otherwise applicable restrictions on [tenant] **RESIDENT** income  
25 under Division II of this article.

26 7-212.

27 (a) An owner that gives notice of intent shall provide [tenant] **RESIDENT**  
28 protection assistance under subsection (b) of this section unless:

29 (1) the owner has offered the right of first purchase in accordance with this  
30 subtitle; and

1 (2) the assisted project is purchased by a party listed in § 7–204(a) of this  
2 subtitle in conjunction with a protected action.

3 (b) [Tenant] **RESIDENT** protection assistance consists of:

4 (1) paying each assisted household \$475 on or before the day that the  
5 assisted household vacates the unit;

6 (2) reimbursing each assisted household for relocation expenses exceeding  
7 \$475 and up to \$950, actually and reasonably incurred; and

8 (3) offering each assisted household that is current in its rent and has not  
9 violated any other material term of its lease, a lease extension for at least 1 year from the  
10 giving of the notice of intent.

11 7–215.

12 If an assisted project includes a unit occupied by a designated household and the  
13 assisted project is sold or conveyed after a protected action:

14 (1) the provisions of this subtitle concerning extended leases continue to  
15 apply despite the sale or conveyance;

16 (2) the new [landlord] **RENTAL PROPERTY OWNER** shall provide each  
17 designated household with written notice of the sale or conveyance; and

18 (3) on or before the execution of a contract of sale, the seller shall provide  
19 the purchaser with written disclosure of each unit occupied by a designated household  
20 subject to the provisions concerning extended leases for designated households.

21 7–301.

22 In connection with a protected action, each [tenant] **RESIDENT** shall cooperate with  
23 the owner in providing information necessary to certify eligibility for housing subsidy  
24 payments and in executing all necessary documents.

25 7–302.

26 (a) A [tenant] **RESIDENT** may not:

27 (1) waive or assign the [tenant's] **RESIDENT'S** rights under this title; or

28 (2) receive consideration to relinquish rights under this title.

29 7–303.

1 If a new [tenant] RESIDENT moves into an assisted unit after a notice of intent is  
2 given, the owner shall give the new [tenant] RESIDENT written notice that:

3 (1) sets forth any rent increase that the owner plans after the protected  
4 action; and

5 (2) states that the new [tenant] RESIDENT will not be entitled to [tenant]  
6 RESIDENT protection assistance.

7 7-304.

8 Before taking a protected action, an owner may not terminate without cause the  
9 leasehold interest of a [tenant] RESIDENT occupying an assisted unit to avoid the owner's  
10 obligations under this title.

11 7-305.

12 (a) In this section, "excess rent" means rent that exceeds the rent payable by a  
13 [tenant] RESIDENT under the [tenant's] RESIDENT'S lease as of the date of the notice of  
14 intent, adjusted as allowed under § 7-212(c) of this title.

15 7-306.

16 (a) In connection with a protected action, an owner:

17 (1) may not terminate or alter the terms and conditions of a lease entered  
18 into before the effective date of the protected action;

19 (2) may not interfere with the efforts of individual [tenants] RESIDENTS  
20 to obtain housing subsidies or other public assistance;

21 (3) may not discriminate based on source of income or receipt of a housing  
22 subsidy;

23 (4) may not interfere with the rights of a [tenant] RESIDENT to occupy an  
24 assisted unit under an existing lease or applicable federal, State, or local law; and

25 (5) shall cooperate with a [tenant] RESIDENT to execute all necessary  
26 documents to enable the payment of housing subsidies to or for the [tenant] RESIDENT.

27 (b) If the owner has interfered with a [tenant's] RESIDENT'S application for a  
28 housing subsidy or other public assistance, the nonpayment of any amount of rent for an  
29 assisted unit in excess of 30% of the [tenant's] RESIDENT'S income is not grounds for the  
30 owner to terminate the lease or sue for possession of the leased property.

31 7-403.

1 A violation of this title is within the scope of the enforcement duties and powers of  
2 the Division of Consumer Protection of the Office of the Attorney General under Title 13 of  
3 the Commercial Law Article, if the violation results in:

4 (1) displacement of a [tenant] **RESIDENT** or former [tenant] **RESIDENT**  
5 from an assisted unit;

6 (2) increased rents for a [tenant] **RESIDENT** or former [tenant] **RESIDENT**  
7 of an assisted unit; or

8 (3) another violation of the rights of a [tenant] **RESIDENT** or former  
9 [tenant] **RESIDENT** of an assisted unit.

10 12-303.

11 (d) This subtitle does not bar a [tenant] **RESIDENT** of a housing project or of  
12 property included or planned to be included in a housing project from being a commissioner  
13 of an authority.

14 12-402.

15 Except for rental units that may be occupied by others under § 12-503(a)(4) of this  
16 title, an authority:

17 (1) shall rent the housing units in a housing project only:

18 (i) to persons of eligible income, except for a reasonable number of  
19 housing units that may be occupied by management and security personnel; and

20 (ii) at rentals within the financial reach of persons of eligible income;

21 (2) may not accept a person as a [tenant] **RESIDENT** in a housing project  
22 if the aggregate annual income of the person or persons who would occupy the housing unit  
23 exceeds the maximum income level established for persons of eligible income; and

24 (3) shall prohibit subletting by [tenants] **RESIDENTS**.

25 13-104.

26 (a) (2) Of the seven Commissioners:

27 (i) one shall be a [tenant] **RESIDENT** of an Annapolis Authority  
28 property other than an Annapolis Authority property for seniors; and

29 (ii) one shall be a [tenant] **RESIDENT** of an Annapolis Authority

1 property for seniors.

2 **Article – Human Services**

3 5–603.

4 (a) (1) In this section the following words have the meanings indicated.

5 (2) “Delinquent [tenant] **RESIDENT**” means a [tenant] **RESIDENT** of  
6 public housing who is 30 or more days delinquent in paying the [tenant’s] **RESIDENT’S** full  
7 monthly rent to a public housing authority.

8 (3) “Public housing” means a dwelling unit owned, leased, or managed by  
9 a public housing authority.

10 (4) “Public housing authority” means a public corporation created under  
11 Division II of the Housing and Community Development Article or the public corporation’s  
12 designee.

13 (b) If a recipient of temporary cash assistance is a delinquent [tenant]  
14 **RESIDENT**, the Administration, at the request of the public housing authority, shall:

15 (1) deduct the amount of the [tenant’s] **RESIDENT’S** rent from the  
16 [tenant’s] **RESIDENT’S** monthly assistance payments each month;

17 (2) pay the amount deducted from the [tenant’s] **RESIDENT’S** monthly  
18 assistance payments to the public housing authority or the public housing authority’s  
19 authorized agent; and

20 (3) forward the remaining amount of the monthly assistance payments to  
21 the [tenant] **RESIDENT**.

22 (c) (1) If a court establishes an escrow account under § 8–211 of the Real  
23 Property Article or a parallel provision of public local law for a tenancy covered under  
24 subsection (b) of this section, the public housing authority shall notify the Administration  
25 of the court action.

26 (2) On notice under paragraph (1) of this subsection or on certification by  
27 an attorney of record representing the delinquent [tenant] **RESIDENT** in the court action  
28 that an order has been issued to establish an escrow account, the Administration shall pay  
29 rent to the court as long as the order is in effect.

30 (3) Any notice under paragraphs (1) and (2) of this subsection shall include  
31 a list of all addresses covered by the court action.

32 (4) The public housing authority shall notify the Administration when the

1 court action has been resolved.

2 **Article – Public Safety**

3 9–104.

4 (d) (1) Subject to paragraph (2) of this subsection, smoke alarm placement in  
5 a one– or two–family dwelling shall be upgraded to comply with paragraph (3) of this  
6 subsection in existing residential occupancies when any one of the following occurs:

7 (iii) there is a change of [tenant] **RESIDENT** in a residential unit and  
8 the residential unit has not previously been equipped in accordance with this subtitle with  
9 sealed long–life battery smoke alarms with silence/hush button features within the 10  
10 years preceding the change of [tenant] **RESIDENT**; or

11 9–105.

12 (b) (1) On written request on behalf of a [tenant] **RESIDENT** who is deaf or  
13 hard of hearing, a sleeping room occupied by a deaf or hard of hearing individual shall be  
14 provided with an approved notification appliance designed to alert deaf or hard of hearing  
15 individuals.

16 (2) The [landlord] **RENTAL PROPERTY OWNER** shall provide a  
17 notification appliance that, when activated, provides a signal that is sufficient to warn the  
18 deaf or hard of hearing [tenant] **RESIDENT** in those sleeping rooms.

19 (f) A [landlord] **RENTAL PROPERTY OWNER** may require reimbursement from  
20 a [tenant] **RESIDENT** for the cost of a smoke alarm required under this section.

21 9–106.

22 (c) The [landlord] **RENTAL PROPERTY OWNER** or property owner is responsible  
23 for the installation, repair, maintenance, and replacement of smoke alarms required by this  
24 subtitle.

25 (e) (1) Testing of smoke alarms is the responsibility of the occupant of the  
26 residential unit.

27 (2) (i) A [tenant] **RESIDENT** shall notify the [landlord] **RENTAL**  
28 **PROPERTY OWNER** in writing of the failure or malfunction of a required smoke alarm.

29 (ii) The written notification required under subparagraph (i) of this  
30 paragraph shall be delivered by certified mail, return receipt requested to the [landlord]  
31 **RENTAL PROPERTY OWNER**, or by hand delivery to the [landlord] **RENTAL PROPERTY**  
32 **OWNER** or the [landlord's] **RENTAL PROPERTY OWNER'S** agent, at the address used for  
33 the payment of rent.

1 (iii) If the delivery of the notification is made by hand as described in  
2 subparagraph (ii) of this paragraph, the [landlord] **RENTAL PROPERTY OWNER** or the  
3 [landlord's] **RENTAL PROPERTY OWNER'S** agent shall provide to the [tenant] **RESIDENT**  
4 a written receipt for the delivery.

5 (iv) The [landlord] **RENTAL PROPERTY OWNER** shall provide  
6 written acknowledgment of the notification and shall repair or replace the smoke alarm  
7 within 5 calendar days after the notification.

8 9–108.

9 (a) If the State Fire Marshal or other designated authority with jurisdiction finds  
10 the absence of operating, required smoke detectors, the State Fire Marshal or other  
11 authority shall issue a smoke alarm installation order to the responsible [landlord]  
12 **RENTAL PROPERTY OWNER**, owner, or occupant.

13 12–202.

14 (j) (2) Subject to paragraph (3) of this subsection, an occupant, a dependent of  
15 an occupant, or a prospective [tenant] **RESIDENT** who otherwise meets the requirements  
16 for tenancy may commence a civil action in the District Court or circuit court to obtain relief  
17 for a violation of the Maryland Accessibility Code with regard to a building of four or more  
18 dwelling units that:

19 (i) is subject to the Maryland Accessibility Code; but

20 (ii) is not a historic property.

21 (3) At least 30 days before filing a complaint under this subsection, an  
22 occupant, a dependent of an occupant, or a prospective [tenant] **RESIDENT** who otherwise  
23 meets the requirements for tenancy shall provide written notice to the property manager,  
24 [landlord] **RENTAL PROPERTY OWNER**, or rental agent that:

25 (i) states that the occupant, dependent of an occupant, or  
26 prospective [tenant] **RESIDENT** who otherwise meets the requirements for tenancy needs  
27 accessibility;

28 (ii) identifies the location of the multifamily building that is alleged  
29 to be noncompliant; and

30 (iii) states that the owner of the multifamily building has 30 days  
31 from the date of the notice to make arrangements to bring the multifamily building into  
32 compliance.

33 12–203.

1 (g) (1) On application of the property owner, a political subdivision may waive  
2 the applicability of the Minimum Livability Code to a unit of rental housing if:

3 (i) each [tenant] **RESIDENT** of the unit is given adequate notice in  
4 the form and manner specified by the political subdivision;

5 (ii) each [tenant] **RESIDENT** is given an opportunity to comment on  
6 the application in writing or in person; and

7 (iii) the waiver would not threaten the health or safety of any  
8 [tenant] **RESIDENT**.

9 (2) A political subdivision may waive applicability of the Minimum  
10 Livability Code if the waiver is granted on the basis of the religious practices of the [tenant]  
11 **RESIDENT** of a unit of rental housing.

12 14-212.

13 (b) (2) The court need not stay the action if the court finds that the ability of a  
14 [tenant] **RESIDENT** to pay the agreed rent was not materially affected because the [tenant]  
15 **RESIDENT** was a person in emergency management service or person suffering injury or  
16 damage.

### 17 Article – Public Utilities

18 7-224.

19 (e) For weatherization of leased or rented residences, the Department shall adopt  
20 regulations to ensure that:

21 (1) the benefits of weatherization assistance, including utility bill  
22 reduction and preservation of affordable housing stock, accrue primarily to low-income  
23 [tenants] **RESIDENTS** occupying a leased or rented residence; and

24 (2) the rent on the residence is not increased and the [tenant] **RESIDENT**  
25 is not evicted as a result of weatherization provided under this section.

26 7-303.

27 (h) (1) A complaint by an occupant of a dwelling unit or commercial rental unit  
28 against an owner, operator, or manager of an apartment house, office building, or shopping  
29 center under this section may be filed in the county or municipal corporation where the  
30 apartment house, office building, or shopping center is located.

31 (2) A complaint filed under paragraph (1) of this subsection may be

1 handled by:

2 (i) the [landlord-tenant] **RESIDENTIAL HOUSING**  
3 **OWNER-RESIDENT** commission, if one exists, of the county or municipal corporation;

4 (ii) the consumer protection agency, if one exists, of the county or  
5 municipal corporation if there is not a [landlord-tenant] **RENTAL PROPERTY**  
6 **OWNER-RESIDENT** commission in the county or municipal corporation;

7 (iii) the Consumer Protection Division of the Office of the Attorney  
8 General, if there is not a consumer protection agency in the county or municipal  
9 corporation; or

10 (iv) any other State or local government unit or office designated to  
11 handle [tenants'] **RESIDENTS'** complaints.

12 (i) This section does not affect the right of an owner, operator, or manager of an  
13 apartment house, office building, or shopping center to redistribute gas or electricity to  
14 [tenants] **RESIDENTS** or occupants.

15 7-304.

16 (b) (2) An energy allocation system may not be used for direct billing of energy  
17 costs to the [tenant] **RESIDENT** of an individual dwelling unit unless the Commission  
18 approves the system in accordance with this subsection.

19 7-307.3.

20 (b) As a term of a lease of a multifamily dwelling unit, the property owner or  
21 property manager of the multifamily dwelling unit may require a [tenant] **RESIDENT** to  
22 ensure that a customer of the public service company that is responsible for the account for  
23 that multifamily dwelling unit provides consent for the property owner or property  
24 manager to receive a notice of termination of services as a result of nonpayment by the  
25 customer.

26 7-309.

27 (a) This section does not apply to electric cooperatives.

28 (b) (1) In this section the following words have the meanings indicated.

29 (2) "Affected dwelling unit" means a dwelling unit, as defined in § 7-303 of  
30 this subtitle, where the utility service:

31 (i) is in the [landlord's] **RENTAL PROPERTY OWNER'S** name;

1 (ii) is delivered through a single meter to a single dwelling unit; and

2 (iii) does not use a master meter.

3 (3) “Co-occupant” means two or more adults who occupy the same dwelling  
4 unit as their primary domicile or legal residence within the State.

5 (4) [“Landlord”] **“RENTAL PROPERTY OWNER”** means an owner of an  
6 affected dwelling unit who leases the affected dwelling unit to a tenant.

7 (5) [“Tenant”] **“RESIDENT”** means an occupant of an affected dwelling  
8 unit who:

9 (i) has a valid oral or written lease to reside in the affected dwelling  
10 unit; and

11 (ii) is not a co-occupant with the [landlord] **RENTAL PROPERTY**  
12 **OWNER** in the affected dwelling unit.

13 (6) “Utility service” means gas or electric service provided to an affected  
14 dwelling unit by a public service company that is regulated by the Commission.

15 (7) “Utility service provider” means a public service company that:

16 (i) provides gas or electric service; and

17 (ii) is regulated by the Commission.

18 (c) If utility service at an affected dwelling unit is subject to the threat of  
19 termination or actual termination, a [tenant] **RESIDENT** residing in the affected dwelling  
20 unit:

21 (1) may apply for a new utility service account in the [tenant’s]  
22 **RESIDENT’S** name; and

23 (2) may not incur liability for charges due on the [landlord’s] **RENTAL**  
24 **PROPERTY OWNER’S** account.

25 (d) (1) Subject to paragraphs (2) and (3) of this subsection, when a [tenant]  
26 **RESIDENT** applies for a new utility service account under subsection (c)(1) of this section,  
27 a utility service provider shall establish a new utility service account for the affected  
28 dwelling unit in the name of the [tenant] **RESIDENT** if the [tenant] **RESIDENT** meets the  
29 requirements of all applicable laws, regulations, and tariffs.

30 (2) A utility service provider may, in accordance with applicable laws,  
31 regulations, and tariffs, require a [tenant] **RESIDENT** to pay a deposit and past due

1 balances from previous accounts in the [tenant's] **RESIDENT'S** name before establishing a  
2 new utility service account in the [tenant's] **RESIDENT'S** name.

3 (3) A utility service provider may not refuse or otherwise condition a  
4 [tenant's] **RESIDENT'S** ability to establish a new utility service account in the [tenant's]  
5 **RESIDENT'S** name because of arrearages on the [landlord's] **RENTAL PROPERTY**  
6 **OWNER'S** account.

7 (e) Notwithstanding any other law governing the protection of customer  
8 information, if the billing address for a utility service account is different from the service  
9 address for the same utility service account and a utility service provider sends a  
10 termination notice to the billing address, the utility service provider shall:

11 (1) send a termination notice to the service address by first-class mail or  
12 post a termination notice in a conspicuous location at the service address at least 14 days  
13 before terminating utility service to the affected dwelling unit;

14 (2) ensure that the notice contains:

15 (i) the earliest date that service will be terminated; and

16 (ii) the telephone number the [tenant] **RESIDENT** may call to obtain  
17 further information;

18 (3) address the notice to "All Occupants"; and

19 (4) enclose the notice in an envelope that states on the address side, in bold,  
20 capitalized letters in at least 12-point type, the following: "IMPORTANT NOTICE TO ALL  
21 OCCUPANTS: UTILITY TERMINATION PENDING".

22 (f) If the billing address for a utility service account is the same as the service  
23 address for the same utility service account and the utility service provider sends a  
24 termination notice, the notice shall be enclosed in an envelope, the address side of which  
25 shall have a written notice stating in bold, capitalized letters in at least 12-point type, the  
26 following: "IMPORTANT NOTICE TO ALL OCCUPANTS: UTILITY TERMINATION  
27 PENDING".

28 (g) A [tenant] **RESIDENT** may deduct from rent due to a [landlord] **RENTAL**  
29 **PROPERTY OWNER** the amount of payments made to a utility service provider in  
30 accordance with § 8-212.3 of the Real Property Article.

31 (h) In a rate proceeding filed under Title 4, Subtitle 2 of this article, the  
32 Commission shall authorize the full and timely cost recovery of a utility service provider's  
33 prudently incurred costs arising from its obligations under this section.

34 **Article – Real Property**

1 1–101.

2 (a) In this article the following words have the meanings indicated unless  
3 otherwise apparent from context.

4 (b) “County” includes Baltimore City.

5 (c) “Deed” includes any deed, grant, mortgage, deed of trust, lease, assignment,  
6 and release, pertaining to land or property or any interest therein or appurtenant thereto,  
7 including an interest in rents and profits from rents.

8 (d) (1) “Deed of trust” means a deed of trust that secures a debt or the  
9 performance of an obligation.

10 (2) “Deed of trust” does not include a voluntary grant unrelated to security  
11 purposes.

12 (e) “Grant” includes conveyance, assignment, and transfer.

13 (f) “Land” means property.

14 (g) “Land record” means any document recorded by a clerk of the circuit court  
15 relating to property.

16 (h) (1) “Landlord” means any landlord[, including a lessor].

17 (2) **“LANDLORD” INCLUDES:**

18 (I) **A LESSOR; AND**

19 (II) **A RENTAL PROPERTY OWNER.**

20 (i) “Lease” means any oral or written agreement, express or implied, creating a  
21 landlord and tenant **OR RENTAL PROPERTY OWNER AND RESIDENT** relationship,  
22 including any sublease and any further sublease.

23 (j) “Mortgage” means any mortgage, including a deed in the nature of mortgage.

24 (k) “Person” includes an individual, a receiver, a trustee, a guardian, an executor,  
25 an administrator, a fiduciary, or a representative of any kind, or any partnership, firm,  
26 association, public or private corporation, or any other entity.

27 (l) “Property” means real property or any interest in real property.

28 (m) “Purchaser” means a buyer or vendee.

1 (N) "RENTAL PROPERTY OWNER" MEANS A PERSON WHO LEASES  
2 RESIDENTIAL PROPERTY TO A RESIDENT.

3 (O) "RESIDENT" MEANS AN INDIVIDUAL WHO LEASES RESIDENTIAL  
4 PROPERTY FROM A RENTAL PROPERTY OWNER.

5 [(n)] (P) (1) "Tenant" means any tenant [including a lessee].

6 (2) "TENANT" INCLUDES:

7 (I) A LESSEE; AND

8 (II) A RESIDENT.

9 [(o)] (Q) "Vendor" means a seller.

10 8–119.

11 (a) (1) In this section the following words have the meanings indicated.

12 (5) "Residential rental property" means a [tenant-occupied]  
13 RESIDENT-OCCUPIED rental property for residential use with three or fewer individual  
14 dwelling units.

15 (7) ["Tenant"] "RESIDENT" means an individual who has occupied a  
16 residential rental property for at least 6 months and who is a named lessee in the written  
17 lease.

18 (8) ["Tenant's"] "RESIDENT'S exclusive negotiation period" means the  
19 period of time after a [tenant] RESIDENT is notified about the [tenant's] RESIDENT'S right  
20 to purchase the residential rental property during which the [tenant] RESIDENT may  
21 negotiate exclusively with the owner to enter into a contract of sale.

22 (c) (1) Before a residential rental property may be offered for sale to the public  
23 or a third party, including through a listing for sale, the owner of the property shall send  
24 each [tenant] RESIDENT a written notice of the [tenant's] TENANT'S right to deliver an  
25 offer to purchase the property.

26 (2) The written notice required under paragraph (1) of this subsection  
27 shall:

28 (i) Be in the form specified in regulations adopted by the Secretary;

29 (ii) Be delivered by:

- 1                   1.     First class mail with a certificate of mailing; or  
2  
3 confirmation;

4                   (iii)   Contain material terms that the owner would agree to  
5 incorporate in a resulting contract of sale with the [tenant] **RESIDENT**;

6                   (iv)   State, in a conspicuous manner, that the notice is a solicitation  
7 of an offer to purchase and is not intended as and may not be construed as a binding  
8 contract of sale; and

9                   (v)   State any information regarding deadlines for the [tenant]  
10 **RESIDENT** to submit an offer to purchase, including the duration of the [tenant's]  
11 **RESIDENT'S** exclusive negotiation period.

12                  (3)   The owner shall send a copy of the notice required under paragraph (1)  
13 of this subsection to the Office of [Tenant] **RESIDENT** and [Landlord] **RENTAL**  
14 **PROPERTY OWNER** Affairs in accordance with regulations established by the Secretary.

15                  (4)   (i)   Within 30 days after the landlord delivers the notice under  
16 paragraph (1) of this subsection, the [tenant] **RESIDENT** may deliver to the owner a written  
17 offer to purchase the property.

18                  (ii)   Within 5 days after the owner receives the offer to purchase the  
19 property from the [tenant] **RESIDENT**, the owner shall:

20                               1.     If the offer contains the same or more favorable material  
21 terms as those contained in the notice, accept the offer and notify the Office of [Tenant]  
22 **RESIDENT** and [Landlord] **RENTAL PROPERTY OWNER** Affairs; or

23                               2.     If the offer contains material terms that deviate from the  
24 terms of the notice, deliver a counteroffer to the [tenant] **RESIDENT** with an explanation  
25 of how the offer deviates from the notice.

26                               (iii)  If more than one [tenant] **RESIDENT** or group of [tenants]  
27 **RESIDENTS** delivers a timely offer to purchase the property, the owner may select the more  
28 favorable offer without liability to any other [tenant] **RESIDENT**.

29                               (iv)   1.     A [tenant] **RESIDENT** or group of [tenants] **RESIDENTS**  
30 may affirmatively decline an offer of sale by an owner at any time before an offer of  
31 purchase is required to be delivered to the owner under subparagraph (i) of this paragraph.

32                               2.     A landlord that receives notice from a [tenant] **RESIDENT**  
33 or group of [tenants] **RESIDENTS** under subparagraph 1 of this subparagraph may offer

1 the property for sale.

2 (5) (i) Within 5 days after the [tenant] **RESIDENT** receives a  
3 counteroffer from the owner under paragraph (4)(ii)2 of this subsection, the [tenant]  
4 **RESIDENT** may:

- 5 1. Accept the counteroffer; or
- 6 2. Reject the counteroffer.

7 (ii) If the [tenant] **RESIDENT** fails to respond to the counteroffer  
8 within 5 days after receipt of the counteroffer, the counteroffer is deemed to be rejected and  
9 the owner shall notify the Office of [Tenant] **RESIDENT** and [Landlord] **RENTAL**  
10 **PROPERTY OWNER** Affairs.

11 (6) A [tenant's] **RESIDENT'S** right of first refusal under subsection (d) of  
12 this section is terminated and the owner shall notify the Office of [Tenant] **RESIDENT** and  
13 [Landlord] **RENTAL PROPERTY OWNER** Affairs if the [tenant] **RESIDENT** does not:

14 (i) Deliver an offer to purchase in accordance with paragraph (3) of  
15 this subsection; or

16 (ii) Accept a counteroffer in accordance with paragraph (4) of this  
17 subsection.

18 (7) Material terms for the purchase of a residential rental property under  
19 this subsection:

20 (i) Shall be commercially reasonable and made in good faith, and  
21 shall adhere to generally accepted residential real estate practices; and

22 (ii) May not include restrictions on financing methods or the right of  
23 inspection.

24 (d) (1) (i) Before a voluntary transfer of title to a residential rental  
25 property may occur, any [tenant] **RESIDENT** or group of [tenants] **RESIDENT** of the  
26 property, as applicable, shall have the right of first refusal to purchase the property in  
27 accordance with the requirements of this subsection.

28 (ii) The right of a third party to purchase any residential rental  
29 property to which the requirements of this section apply is subject to the exercise of the  
30 right of first refusal by a [tenant] **RESIDENT** or group of [tenants] **RESIDENTS**.

31 (2) A [tenant] **RESIDENT** has a right of first refusal to purchase residential  
32 rental property if:

1 (i) The owner intends to accept an offer from a third party to  
2 purchase the property for an amount that is at least 10% lower than the lowest price offered  
3 to the [tenant] **RESIDENT** in any previous notice, offer, or counteroffer under subsection  
4 (c) of this section; or

5 (ii) The owner, without having offered the property for sale to the  
6 public or any third party, receives an offer to purchase the property from a third party.

7 (3) (i) If the owner receives an offer to purchase the property from a  
8 third party as described in paragraph (2) of this subsection, the owner may not accept the  
9 offer until:

10 1. The owner provides written notice to the [tenant]  
11 **RESIDENT** of the [tenant's] **RESIDENT'S** right of first refusal; and

12 2. The [tenant] **RESIDENT** has an opportunity to exercise  
13 the right of first refusal within 30 days after receipt of the notice specified in paragraph  
14 (4)(i) of this subsection.

15 (ii) The written notice of the right of first refusal to the [tenant]  
16 **RESIDENT** shall:

17 1. Be in the form specified in regulations by the Secretary;

18 2. Be delivered by:

19 A. First class mail with a certificate of mailing; or

20 B. A delivery service providing delivery tracking and  
21 confirmation;

22 3. Contain the same sales price as the third-party offer to  
23 purchase;

24 4. State, in a conspicuous manner, that the notice is a  
25 solicitation of an offer to purchase and is not intended as and may not be construed as a  
26 binding contract of sale; and

27 5. State any information regarding deadlines for the [tenant]  
28 **RESIDENT** to submit an offer to purchase.

29 (iii) The owner shall send a copy of the notice to the Office of [Tenant]  
30 **RESIDENT** and [Landlord] **RENTAL PROPERTY OWNER** Affairs in accordance with  
31 regulations established by the Secretary.

32 (4) (i) Within 30 days after receipt of the notice under paragraph (3) of

1 this subsection, the [tenant] RESIDENT may deliver to the owner a written offer to  
2 purchase the property.

3 (ii) If a [tenant] RESIDENT delivers an offer to purchase at the same  
4 sales price as the offer from the third party, the owner shall accept the offer from the  
5 [tenant] RESIDENT and notify the Office of [Tenant] RESIDENT and [Landlord] RENTAL  
6 PROPERTY OWNER Affairs.

7 (iii) If more than one [tenant] RESIDENT or group of [tenants  
8 RESIDENTS delivers a timely offer to purchase the property, the owner may select the more  
9 favorable offer without liability to any other [tenant] RESIDENT.

10 (5) If a [tenant] RESIDENT does not deliver an offer to purchase the  
11 property in accordance with paragraph (4) of this subsection:

12 (i) The owner may accept the third-party offer;

13 (ii) The [tenant's] RESIDENT'S right of first refusal shall be  
14 considered waived; and

15 (iii) The owner shall notify the Office of [Tenant] RESIDENT and  
16 [Landlord] RENTAL PROPERTY OWNER Affairs.

17 (6) If the owner accepts the offer to purchase from the [tenant] RESIDENT  
18 under paragraph (4) of this subsection and enters into a contract of sale, but the contract  
19 is terminated before settlement, the [tenant's] RESIDENT'S right of first refusal is waived  
20 and the owner shall notify the Office of [Tenant] RESIDENT and [Landlord] RENTAL  
21 PROPERTY OWNER Affairs.

22 (7) If a third party delivers an offer to purchase to the owner, the owner  
23 shall notify the third party of a [tenant's] RESIDENT'S right of first refusal under this  
24 subsection.

25 (e) This section may not be construed to prohibit:

26 (1) An individual from submitting an offer to purchase a property leased  
27 by the individual that is offered for sale to the public; or

28 (2) Multiple [tenants] RESIDENTS of a residential property from jointly  
29 delivering an offer to purchase or from jointly contracting to purchase the property.

30 (f) The rights of a [tenant] RESIDENT under this section may not be waived or  
31 assigned and any attempted waiver or assignment is void.

32 (g) This section preempts any local law or ordinance governing the right of first

1 refusal or opportunity to purchase of a jurisdiction or [tenant] **RESIDENT** for the purchase  
2 of a residential rental property.

3 (h) (1) Following closing on a contract of sale between an owner and a third  
4 party, liability for failure to comply with this section is restricted to the owner and may not  
5 attach to the residential rental property that is the subject of the contract.

6 (2) (i) A [tenant] **RESIDENT** who brings an action against the owner  
7 after closing on a contract of sale for failing to provide the notice required by this section  
8 may not file a notice of lis pendens under Maryland Rule 12–102.

9 (ii) A court may dismiss a wrongfully filed action of lis pendens  
10 under this paragraph.  
11 8–202.

12 (a) For the purposes of this section, a “lease option agreement” means any clause  
13 in a lease agreement or separate document that confers on the [tenant] **RESIDENT** some  
14 power, either qualified or unqualified, to purchase the [landlord’s] **RENTAL PROPERTY**  
15 **OWNER’S** interest in the property.

16 (b) (1) A lease option agreement to purchase improved residential property,  
17 with or without a ground rent:

18 (i) If executed after July 1, 1971, shall contain the following  
19 statement in capital letters: “THIS IS NOT A CONTRACT TO BUY.”; and

20 (ii) If executed on or after July 1, 2018, shall also contain the  
21 following statement in capital letters and in close proximity to the [tenant’s] **RESIDENT’S**  
22 signature line:

23 “THIS AGREEMENT IS AN INTEGRAL PART OF YOUR LEASE AND IS GOVERNED  
24 BY TITLE 8 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF  
25 MARYLAND AND A [TENANT] **RESIDENT** OR PROSPECTIVE [TENANT] **RESIDENT**  
26 SHALL HAVE ALL APPLICABLE RIGHTS AND REMEDIES PROVIDED UNDER THAT  
27 TITLE.”

28 (2) In addition, the agreement shall contain a clear statement of its  
29 purpose and effect with respect to the ultimate purchase of the property which is the subject  
30 of the lease option.

31 (c) If a lease option agreement fails to comply with subsection (b) of this section  
32 and is otherwise enforceable, the lease, the lease option agreement, or both may be voided  
33 at the option of the party that did not draft the lease option agreement.

34 8–203.

1 (a) (1) In this section the following words have the meanings indicated.

2 [(2) “Landlord” means a landlord or a prospective landlord.]

3 (2) “RENTAL PROPERTY OWNER” MEANS A LANDLORD OR A  
4 PROSPECTIVE LANDLORD OF RESIDENTIAL REAL PROPERTY.

5 (3) “RESIDENT” MEANS A TENANT OR A PROSPECTIVE TENANT OF  
6 RESIDENTIAL REAL PROPERTY.

7 [(3)] (4) “Security deposit” means any payment of money, including  
8 payment of the last month’s rent in advance of the time it is due, given to a [landlord]  
9 RENTAL PROPERTY OWNER by a [tenant] RESIDENT in order to protect the [landlord]  
10 RENTAL PROPERTY OWNER against nonpayment of rent, damage due to breach of lease,  
11 or damage to the leased premises, common areas, major appliances, and furnishings.

12 [(4) “Tenant” means a tenant or a prospective tenant.]

13 (b) (1) A [landlord] RENTAL PROPERTY OWNER may not impose a security  
14 deposit in excess of the equivalent of two months’ rent per dwelling unit, regardless of the  
15 number of [tenants] RESIDENTS.

16 (2) A [landlord] RENTAL PROPERTY OWNER may impose a security  
17 deposit in an amount equivalent to up to 2 months’ rent if:

18 (i) The [tenant] RESIDENT is eligible and has qualified for utility  
19 assistance through the Department of Human Services;

20 (ii) The lease agreement requires that the [tenant] RESIDENT make  
21 payments for utility services directly to the [landlord] RENTAL PROPERTY OWNER; and

22 (iii) The [tenant] RESIDENT and [landlord] RENTAL PROPERTY  
23 OWNER agree in writing to the amount of the security deposit.

24 (3) If a [landlord] RENTAL PROPERTY OWNER violates paragraph (1) of  
25 this subsection, the [tenant] RESIDENT may recover up to three times the extra amount  
26 charged, plus reasonable attorney’s fees.

27  
28 (4) An action under this section may be brought at any time during the  
29 tenancy or within 2 years after its termination.

30 (c) (1) The [landlord] RENTAL PROPERTY OWNER shall give the [tenant]  
31 RESIDENT a receipt for the security deposit as specified in § 8–203.1 of this subtitle.

1 (2) The receipt shall be included in a written lease.

2 (d) (1) (i) The [landlord] **RENTAL PROPERTY OWNER** shall maintain all  
3 security deposits in federally insured financial institutions, as defined in §  
4 1–101 of the Financial Institutions Article, which do business in the State.

5 (ii) Security deposit accounts shall be maintained in branches of the  
6 financial institutions which are located within the State and the accounts shall be devoted  
7 exclusively to security deposits and bear interest.

8 (iii) A security deposit shall be deposited in an account within 30 days  
9 after the [landlord] **RENTAL PROPERTY OWNER** receives it.

10 (iv) The aggregate amount of the accounts shall be sufficient in  
11 amount to equal all security deposits for which the [landlord] **RENTAL PROPERTY OWNER**  
12 is liable.

13 (2) (i) [In lieu] **INSTEAD** of the accounts described in paragraph (1) of  
14 this subsection, the [landlord] **RENTAL PROPERTY OWNER** may hold the security deposits  
15 in insured certificates of deposit at branches of federally insured financial institutions, as  
16 defined in § 1–101 of the Financial Institutions Article, located in the State or in securities  
17 issued by the federal government or the State of Maryland.

18 (ii) In the aggregate certificates of deposit or securities shall be  
19 sufficient in amount to equal all security deposits for which the [landlord] **RENTAL**  
20 **PROPERTY OWNER** is liable.

21 (3) (i) In the event of sale or transfer of the [landlord's] **RENTAL**  
22 **PROPERTY OWNER'S** interest in the leased premises, including receivership or  
23 bankruptcy, the [landlord] **RENTAL PROPERTY OWNER** or the [landlord's] **RENTAL**  
24 **PROPERTY OWNER'S** estate, but not the managing agent or court appointed receiver, shall  
25 remain liable to the [tenant] **RESIDENT** and the transferee for maintenance of the security  
26 deposit as required by law, and the withholding and return of the security deposit plus  
27 interest as required by law, as to all or any portion of the security deposit that the  
28 [landlord] **RENTAL PROPERTY OWNER** fails to deliver to the transferee together with an  
29 accounting showing the amount and date of the original deposit, the records of the interest  
30 rates applicable to the security deposit, if any, and the name and last known address of the  
31 [tenant] **RESIDENT** from whom, or on whose behalf, the deposit was received.

32 (ii) A security deposit under this section may not be attached by  
33 creditors of the [landlord] **RENTAL PROPERTY OWNER** or of the [tenant] **RESIDENT**.

34 (4) Any successor in interest is liable to the [tenant] **RESIDENT** for failure  
35 to return the security deposit, together with interest, as provided in this section.

36 (e) (1) Within 45 days after the end of the tenancy, the [landlord] **RENTAL**

1 **PROPERTY OWNER** shall return the security deposit to the **[tenant] RESIDENT** together  
2 with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1  
3 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any  
4 damages rightfully withheld.

5 (2) (i) Except as provided in subparagraph (ii) of this paragraph,  
6 interest shall accrue at monthly intervals from the day the **[tenant] RESIDENT** gives the  
7 **[landlord] RENTAL PROPERTY OWNER** the security deposit. Interest is not compounded.

8 (ii) No interest is due or payable:

9 1. Unless the **[landlord] RENTAL PROPERTY OWNER** has  
10 held the security deposit for at least 6 months; or

11 2. For any period less than a full month.

12 (3) Interest shall be payable only on security deposits of \$50 or more.

13 (4) If the **[landlord] RENTAL PROPERTY OWNER**, without a reasonable  
14 basis, fails to return any part of the security deposit, plus accrued interest, within 45 days  
15 after the termination of the tenancy, the **[tenant] RESIDENT** has an action of up to  
16 threefold of the withheld amount, plus reasonable attorney's fees.

17 (f) (1) (i) The security deposit, or any portion thereof, may be withheld for  
18 unpaid rent, damage due to breach of lease or for damage by the **[tenant] RESIDENT** or the  
19 **[tenant's] RESIDENT'S** family, agents, employees, guests or invitees in excess of ordinary  
20 wear and tear to the leased premises, common areas, major appliances, and furnishings  
21 owned by the **[landlord] RENTAL PROPERTY OWNER**.

22 (ii) The **[tenant] RESIDENT** has the right to be present when the  
23 **[landlord] RENTAL PROPERTY OWNER** or the **[landlord's] RENTAL PROPERTY OWNER'S**  
24 agent inspects the premises in order to determine if any damage was done to the premises,  
25 if the **[tenant] RESIDENT** notifies the **[landlord] RENTAL PROPERTY OWNER** by certified  
26 mail of the **[tenant's] RESIDENT'S** intention to move, the date of moving, and the **[tenant's]**  
27 **RESIDENT'S** new address.

28 (iii) The notice to be furnished by the **[tenant] RESIDENT** to the  
29 **[landlord] RENTAL PROPERTY OWNER** shall be mailed at least 15 days prior to the date  
30 of moving.

31 (iv) Upon receipt of the notice, the **[landlord] RENTAL PROPERTY**  
32 **OWNER** shall notify the **[tenant] RESIDENT** by certified mail of the time and date when  
33 the premises are to be inspected.

34 (v) The date of inspection shall occur within five days before or five

1 days after the date of moving as designated in the [tenant's] **RESIDENT'S** notice.

2 (vi) The [tenant] **RESIDENT** shall be advised of the [tenant's]  
3 **RESIDENT'S** rights under this subsection in writing at the time of the [tenant's]  
4 **RESIDENT'S** payment of the security deposit.

5 (vii) Failure by the [landlord] **RENTAL PROPERTY OWNER** to comply  
6 with this requirement forfeits the right of the [landlord] **RENTAL PROPERTY OWNER** to  
7 withhold any part of the security deposit for damages.

8 (2) The security deposit is not liquidated damages and may not be forfeited  
9 to the [landlord] **RENTAL PROPERTY OWNER** for breach of the rental agreement, except  
10 in the amount that the [landlord] **RENTAL PROPERTY OWNER** is actually damaged by the  
11 breach.

12 (3) In calculating damages for lost future rents any amount of rents  
13 received by the [landlord] **RENTAL PROPERTY OWNER** for the premises during the  
14 remainder if any, of the [tenant's] **RESIDENT'S** term, shall reduce the damages by a like  
15 amount.

16 (g) (1) If any portion of the security deposit is withheld, the [landlord]  
17 **RENTAL PROPERTY OWNER** shall present by first-class mail directed to the last known  
18 address of the [tenant] **RESIDENT**, within 45 days after the termination of the tenancy, a  
19 written list of the damages claimed under subsection (f)(1) of this section together with a  
20 statement of the cost actually incurred.

21 (2) If the [landlord] **RENTAL PROPERTY OWNER** fails to comply with this  
22 requirement, the [landlord] **RENTAL PROPERTY OWNER** forfeits the right to withhold any  
23 part of the security deposit for damages.

24 (h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this  
25 section are inapplicable to a [tenant] **RESIDENT** who has been evicted or ejected for breach  
26 of a condition or covenant of a lease prior to the termination of the tenancy or who has  
27 abandoned the premises prior to the termination of the tenancy.

28 (2) (i) A [tenant] **RESIDENT** specified in paragraph (1) of this  
29 subsection may demand return of the security deposit by giving written notice by  
30 first-class mail to the [landlord] **RENTAL PROPERTY OWNER** within 45 days of being  
31 evicted or ejected or of abandoning the premises.

32 (ii) The notice shall specify the [tenant's] **RESIDENT'S** new address.

33 (iii) Subject to subsection (j) of this section, the [landlord] **RENTAL**  
34 **PROPERTY OWNER**, within 45 days of receipt of such notice, shall present, by first-class  
35 mail to the [tenant] **RESIDENT**, a written list of the damages claimed under subsection

1 (f)(1) of this section together with a statement of the costs actually incurred and shall return  
2 to the [tenant] **RESIDENT** the security deposit together with simple interest which has  
3 accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day  
4 of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld.

5 (3) (i) If a [landlord] **RENTAL PROPERTY OWNER** fails to send the list  
6 of damages required by paragraph (2) of this subsection, the right to withhold any part of  
7 the security deposit for damages is forfeited.

8 (ii) If a [landlord] **RENTAL PROPERTY OWNER** fails to return the  
9 security deposit as required by paragraph (2) of this subsection, the [tenant] **RESIDENT**  
10 has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

11 (4) Except to the extent specified, this subsection may not be interpreted  
12 to alter the [landlord's] **RENTAL PROPERTY OWNER'S** duties under subsections (e) and  
13 (g) of this section.

14 (i) (1) Under this subsection, a [landlord] **RENTAL PROPERTY OWNER**:

15 (i) May not require the [tenant] **RESIDENT** to purchase a surety  
16 bond; and

17 (ii) Is not required to consent to the [tenant's] **RESIDENT'S** purchase  
18 of a surety bond.

19 (2) (i) Instead of paying all or part of a security deposit to a [landlord]  
20 **RENTAL PROPERTY OWNER** under this section, a [tenant] **RESIDENT** may purchase a  
21 surety bond to protect the [landlord] **RENTAL PROPERTY OWNER** against:

22 1. Nonpayment of rent;

23 2. Damage due to breach of lease; or

24 3. Damage caused by the [tenant] **RESIDENT** or the  
25 [tenant's] **RESIDENT'S** family, agents, employees, guests or invitees in excess of ordinary  
26 wear and tear to the leased premises, common areas, major appliances, or furnishings  
27 owned by the [landlord] **RENTAL PROPERTY OWNER**.

28 (ii) A surety shall refund to a [tenant] **RESIDENT** any premium or  
29 other charge paid by the [tenant] **RESIDENT** in connection with a surety bond if, after the  
30 [tenant] **RESIDENT** purchases a surety bond, the [landlord] **RENTAL PROPERTY OWNER**  
31 refuses to accept the surety bond or the [tenant] **RESIDENT** does not enter into a lease with  
32 the [landlord] **RENTAL PROPERTY OWNER**.

33 (3) (i) The amount of a surety bond purchased instead of a security

1 deposit may not exceed two months' rent per dwelling unit.

2 (ii) If a [tenant] **RESIDENT** purchases a surety bond and provides a  
3 security deposit in accordance with this section, the aggregate amount of both the surety  
4 bond and security deposit may not exceed two months' rent per dwelling unit.

5 (iii) 1. If a [landlord] **RENTAL PROPERTY OWNER** consents to a  
6 surety bond but requires the surety bond to be in an amount in excess of two months' rent,  
7 the [tenant] **RESIDENT** may recover up to three times the extra amount charged for the  
8 surety bond, plus reasonable attorney's fees.

9 2. If a [landlord] **RENTAL PROPERTY OWNER** consents to  
10 both a surety bond and a security deposit but requires the surety bond and the security  
11 deposit to be in an aggregate amount in excess of two months' rent, the [tenant] **RESIDENT**  
12 may recover up to three times the extra amount charged for the surety bond, plus  
13 reasonable attorney's fees.

14 (4) Before a [tenant] **RESIDENT** purchases a surety bond instead of paying  
15 all or part of a security deposit, a surety shall disclose in writing to the [tenant] **RESIDENT**  
16 that:

17 (i) Payment for a surety bond is nonrefundable;

18 (ii) The surety bond is not insurance for the [tenant] **RESIDENT**;

19 (iii) The surety bond is being purchased to protect the [landlord]  
20 **RENTAL PROPERTY OWNER** against loss due to nonpayment of rent, breach of lease, or  
21 damages caused by the [tenant] **RESIDENT**;

22 (iv) The [tenant] **RESIDENT** may be required to reimburse the surety  
23 for amounts the surety paid to the [landlord] **RENTAL PROPERTY OWNER**;

24 (v) Even after a [tenant] **RESIDENT** purchases a surety bond, the  
25 [tenant] **RESIDENT** is responsible for payment of:

26 1. All unpaid rent;

27 2. Damage due to breach of lease; and

28 3. Damage by the [tenant] **RESIDENT** or the [tenant's]  
29 **RESIDENT'S** family, agents, employees, guests, or invitees in excess of ordinary wear and  
30 tear to the leased premises, common areas, major appliances, or furnishings owned by the  
31 [landlord] **RENTAL PROPERTY OWNER**;

32 (vi) The [tenant] **RESIDENT** has the right to pay the damages

1 directly to the [landlord] **RENTAL PROPERTY OWNER** or require the [landlord] **RENTAL**  
2 **PROPERTY OWNER** to use the [tenant's] **RESIDENT'S** security deposit, if any, before the  
3 [landlord] **RENTAL PROPERTY OWNER** makes a claim against the surety bond; and

4 (vii) If the surety fails to comply with the requirements of this  
5 paragraph, the surety forfeits the right to make any claim against the [tenant] **RESIDENT**  
6 under the surety bond.

7 (5) (i) A [tenant] **RESIDENT** who purchases a surety bond in  
8 accordance with this subsection has the right to have the dwelling unit inspected by the  
9 [landlord] **RENTAL PROPERTY OWNER** in the [tenant's] **RESIDENT'S** presence for the  
10 purpose of making a written list of the damages that exist at the commencement of the  
11 tenancy, if the [tenant] **RESIDENT** requests an inspection by certified mail within 15 days  
12 of the [tenant's] **RESIDENT'S** occupancy.

13 (ii) A [tenant] **RESIDENT** who provides a surety bond under this  
14 subsection shall have all the rights provided under subsection (f)(1)(ii) through (v) of this  
15 section.

16 (iii) The surety or [landlord] **RENTAL PROPERTY OWNER** shall  
17 deliver to a [tenant] **RESIDENT** a copy of any agreements or documents signed by the  
18 [tenant] **RESIDENT** at the time of the [tenant's] **RESIDENT'S** purchase of the surety bond.

19 (iv) A [tenant] **RESIDENT** shall be advised in writing of all of the  
20 [tenant's] **RESIDENT'S** rights under this subsection prior to the purchase of a surety bond.

21 (6) (i) A surety bond may be used to pay claims by a [landlord] **RENTAL**  
22 **PROPERTY OWNER** for:

23 1. Unpaid rent;

24 2. Damage due to breach of lease;

25 3. Damage by the [tenant] **RESIDENT** or the [tenant's]  
26 **RESIDENT'S** family, agents, employees, guests, or invitees in excess of ordinary wear and  
27 tear to the leased premises, common areas, major appliances, or furnishings owned by the  
28 [landlord] **RENTAL PROPERTY OWNER**; or

29 4. The amount of a surcharge authorized under §  
30 7-301(c)(5)(ii) of the Courts Article.

31 (ii) A surety bond does not represent liquidated damages and may  
32 not be used as payment to a [landlord] **RENTAL PROPERTY OWNER** for breach of the rental  
33 agreement, except in the amount that the [landlord] **RENTAL PROPERTY OWNER** is  
34 actually damaged by the breach.

(iii) Except as provided in subparagraphs (i) and (ii) of this paragraph, a surety may not, directly or indirectly, make any other payment to a [landlord] **RENTAL PROPERTY OWNER**.

1 (7) Subject to subsection (j) of this section, at least 10 days before a  
2 [landlord] **RENTAL PROPERTY OWNER** makes a claim against a surety bond subject to  
3 this subsection, the [landlord] **RENTAL PROPERTY OWNER** shall send to the [tenant]  
4 **RESIDENT** by first-class mail directed to the last known address of the [tenant]  
5 **RESIDENT**, a written list of the damages to be claimed and a statement of the costs actually  
6 incurred by the [landlord] **RENTAL PROPERTY OWNER**.

7 (8) (i) A [tenant] **RESIDENT** shall have the right to pay any damages  
8 directly to the [landlord] **RENTAL PROPERTY OWNER** or require the [landlord] **RENTAL**  
9 **PROPERTY OWNER** to use the [tenant's] **RESIDENT'S** security deposit, if any, before the  
10 [landlord] **RENTAL PROPERTY OWNER** makes a claim against the surety bond.

11 (ii) If a [tenant] **RESIDENT** pays any damages directly to the  
12 [landlord] **RENTAL PROPERTY OWNER** or requires the [landlord] **RENTAL PROPERTY**  
13 **OWNER** to use the [tenant's] **RESIDENT'S** security deposit under subparagraph (i) of this  
14 paragraph and the payment fully satisfies the claim, the [landlord] **RENTAL PROPERTY**  
15 **OWNER** shall forfeit the right to make a claim under the surety bond for any damages  
16 covered by the [tenant's] **RESIDENT'S** payment or the amount deducted from the [tenant's]  
17 **RESIDENT'S** security deposit in accordance with subparagraph (i) of this paragraph.

18 (9) (i) The [tenant] **RESIDENT** may dispute the [landlord's] **RENTAL**  
19 **PROPERTY OWNER'S** claim to the surety by sending a written response by first-class mail  
20 to the surety within 10 days after receiving the [landlord's] **RENTAL PROPERTY OWNER'S**  
21 claim on the surety.

22 (ii) If the [tenant] **RESIDENT** disputes the claim, the surety may not  
23 report the claim to a credit reporting agency prior to obtaining a judgment for the claim  
24 against the [tenant] **RESIDENT**.

25 (10) In any proceeding brought by the surety against the [tenant]  
26 **RESIDENT** on a surety bond under this subsection:

27 (i) The [tenant] **RESIDENT** shall retain all rights and defenses  
28 otherwise available in a proceeding between a [tenant] **RESIDENT** and a [landlord]  
29 **RENTAL PROPERTY OWNER** under this section; and

30 (ii) Damages may only be awarded to the surety to the extent that  
31 the [tenant] **RESIDENT** would have been liable to the [landlord] **RENTAL PROPERTY**  
32 **OWNER** under this section.

1 (11) (i) If a [landlord's] **RENTAL PROPERTY OWNER'S** interest in the  
2 leased premises is sold or transferred, the new [landlord] **RENTAL PROPERTY OWNER**  
3 shall accept the [tenant's] **RESIDENT'S** surety bond and may not require:

4 1. During the current lease term, an additional security  
5 deposit from the [tenant] **RESIDENT**; or

6 2. At any lease renewal, a surety bond or a security deposit  
7 from the [tenant] **RESIDENT** that, in addition to any existing surety bond or security  
8 deposit, is in an aggregate amount in excess of two months' rent per dwelling unit.

9 (ii) If the aggregate amount described in subparagraph (i)2 of this  
10 paragraph is in excess of two months' rent, the [tenant] **RESIDENT** may recover up to three  
11 times the extra amount charged, plus reasonable attorney's fees.

12 (12) (i) If a [landlord] **RENTAL PROPERTY OWNER** fails to comply with  
13 the requirements of this subsection, the [landlord] **RENTAL PROPERTY OWNER** forfeits  
14 the right to make any claim against the surety bond.

15 (ii) If a surety fails to comply with the requirements of this  
16 subsection, the surety forfeits the right to make any claim against a [tenant] **RESIDENT**  
17 under the surety bond.

18 (13) If a surety, in an action against the [tenant] **RESIDENT**, asserts a claim  
19 under the surety bond without having a reasonable basis to assert the claim, the court may  
20 grant the [tenant] **RESIDENT** damages of up to three times the amount claimed plus  
21 reasonable attorney's fees.

22 (14) A surety bond issued under this subsection may only be issued by an  
23 admitted carrier licensed by the Maryland Insurance Administration.

24 (j) (1) An itemized statement of costs provided under subsection (g)(1),  
25 (h)(2)(iii), or (i)(7) of this section shall include supporting documentation that identifies the  
26 materials or services provided.

27 (2) Subject to subsection (k) of this section, a [landlord] **RENTAL**  
28 **PROPERTY OWNER** may satisfy the requirement under paragraph (1) of this subsection by  
29 providing an estimate of the costs to be incurred by the [landlord] **RENTAL PROPERTY**  
30 **OWNER**.

31 (k) (1) This subsection applies only if a [landlord] **RENTAL PROPERTY**  
32 **OWNER** provides an estimate as documentation to support an itemized statement of costs  
33 provided under subsection (g)(1), (h)(2)(iii), or (i)(7) of this section.

1           (2)   (i)    The [landlord] **RENTAL PROPERTY OWNER** shall notify the  
2 [tenant] **RESIDENT** in writing when the repairs have been completed.

3                   (ii)   The notice required under subparagraph (i) of this paragraph  
4 shall include a copy of the final invoice for any repairs made by the [landlord] **RENTAL**  
5 **PROPERTY OWNER**.

6           (3)   If the actual costs incurred by the [landlord] **RENTAL PROPERTY**  
7 **OWNER** are less than the estimate provided to the [tenant] **RESIDENT** under subsection  
8 (j)(2) of this section, the [landlord] **RENTAL PROPERTY OWNER** shall return to the  
9 [tenant] **RESIDENT** within 30 days after completing the repairs the amount of the security  
10 deposit withheld by the [landlord] **RENTAL PROPERTY OWNER** that is in excess of the  
11 actual costs incurred by the [landlord] **RENTAL PROPERTY OWNER**.

12           (n)   A [landlord] **RENTAL PROPERTY OWNER** is entitled to rely on the list of yield  
13 curve rates or the customized calculator maintained by the Department of Housing and  
14 Community Development under subsection (k) of this section when calculating the interest  
15 on a security deposit.

16 8–203.1.

17           (a)   A receipt for a security deposit shall notify the [tenant] **RESIDENT** of the  
18 following:

19                   (1)   The right to have the dwelling unit inspected by the [landlord] **RENTAL**  
20 **PROPERTY OWNER** in the [tenant's] **RESIDENT'S** presence for the purpose of making a  
21 written list of damages that exist at the commencement of the tenancy if the [tenant]  
22 **RESIDENT** so requests by certified mail within 15 days of the [tenant's] **RESIDENT'S**  
23 occupancy;

24                   (2)   The right to be present when the [landlord] **RENTAL PROPERTY**  
25 **OWNER** inspects the premises at the end of the tenancy in order to determine if any damage  
26 was done to the premises if the [tenant] **RESIDENT** notifies the [landlord] **RENTAL**  
27 **PROPERTY OWNER** by certified mail at least 15 days prior to the date of the [tenant's]  
28 **RESIDENT'S** intended move, of the [tenant's] **RESIDENT'S** intention to move, the date of  
29 moving, and the [tenant's] **RESIDENT'S** new address;

30                   (3)   The [landlord's] **RENTAL PROPERTY OWNER'S** obligation to conduct  
31 the inspection within 5 days before or after the [tenant's] **RESIDENT'S** stated date of  
32 intended moving;

33                   (4)   The [landlord's] **RENTAL PROPERTY OWNER'S** obligation to notify the  
34 [tenant] **RESIDENT** in writing of the date of the inspection;

35                   (5)   The [tenant's] **RESIDENT'S** right to receive, by first-class mail,

1 delivered to the last known address of the [tenant] **RESIDENT**, a written list of the charges  
2 against the security deposit claimed by the [landlord] **RENTAL PROPERTY OWNER** and  
3 the actual costs, within 45 days after the termination of the tenancy;

4 (6) The obligation of the [landlord] **RENTAL PROPERTY OWNER** to return  
5 any unused portion of the security deposit, by first-class mail, addressed to the [tenant's]  
6 **RESIDENT'S** last known address within 45 days after the termination of the tenancy; and

7 (7) A statement that failure of the [landlord] **RENTAL PROPERTY OWNER**  
8 to comply with the security deposit law may result in the [landlord] **RENTAL PROPERTY**  
9 **OWNER** being liable to the [tenant] **RESIDENT** for a penalty of up to 3 times the security  
10 deposit withheld, plus reasonable attorney's fees.

11 (b) The [landlord] **RENTAL PROPERTY OWNER** shall retain a copy of the receipt  
12 for a period of 2 years after the termination of the tenancy, abandonment of the premises,  
13 or eviction of the [tenant] **RESIDENT**, as the case may be.

14 (c) The [landlord] **RENTAL PROPERTY OWNER** shall be liable to the [tenant]  
15 **RESIDENT** in the sum of \$25 if the [landlord] **RENTAL PROPERTY OWNER** fails to provide  
16 a written receipt for the security deposit.

17 8-204.

18 (a) This section is applicable only to single or multi-family dwelling units.

19 (b) A [landlord] **RENTAL PROPERTY OWNER** shall assure the [tenant]  
20 **RESIDENT** that the [tenant] **RESIDENT**, peaceably and quietly, may enter on the leased  
21 premises at the beginning of the term of any lease.

22 (c) If the [landlord] **RENTAL PROPERTY OWNER** fails to provide the [tenant]  
23 **RESIDENT** with possession of the dwelling unit at the beginning of the term of any lease,  
24 the rent payable under the lease shall abate until possession is delivered. The [tenant]  
25 **RESIDENT**, on written notice to the [landlord] **RENTAL PROPERTY OWNER** before  
26 possession is delivered, may terminate, cancel, and rescind the lease.

27 (d) On termination of the lease under this section, the [landlord] **RENTAL**  
28 **PROPERTY OWNER** is liable to the [tenant] **RESIDENT** for all money or property given as  
29 prepaid rent, deposit, or security.

30 (e) If the [landlord] **RENTAL PROPERTY OWNER** fails to provide the [tenant]  
31 **RESIDENT** with possession of the dwelling unit at the beginning of the term of any lease,  
32 whether or not the lease is terminated under this section, the [landlord] **RENTAL**  
33 **PROPERTY OWNER** is liable to the [tenant] **RESIDENT** for consequential damages actually  
34 suffered by the [tenant] **RESIDENT** subsequent to the [tenant's] **RESIDENT'S** giving notice  
35 to the [landlord] **RENTAL PROPERTY OWNER** of the [tenant's] **RESIDENT'S** inability to

1 enter on the leased premises.

2 (f) The [landlord] **RENTAL PROPERTY OWNER** may bring an action of eviction  
3 and damages against any [tenant] **RESIDENT** holding over after the end of the [tenant's]  
4 **RESIDENT'S** term even though the [landlord] **RENTAL PROPERTY OWNER** has entered  
5 into a lease with another [tenant] **RESIDENT**, and the [landlord] **RENTAL PROPERTY**  
6 **OWNER** may join the new [tenant] **RESIDENT** as a party to the action.

7 8–205.

8 (a) (1) In Anne Arundel County, unless the [tenant] **RESIDENT** makes  
9 payment by check or rents the property for commercial or business purposes, if property is  
10 leased for any definite term or at will, the [landlord] **RENTAL PROPERTY OWNER** shall  
11 give the [tenant] **RESIDENT** a receipt showing payment and the time period which the  
12 payment covers.

13 (2) On conviction of violating this section, any person or agent shall forfeit  
14 the rent for the period in question.

15 (b) Except as otherwise provided in subsection (a) of this section, the [landlord]  
16 **RENTAL PROPERTY OWNER** or [landlord's] **RENTAL PROPERTY OWNER'S** agent shall  
17 give the [tenant] **RESIDENT** a receipt if the [tenant] **RESIDENT**:

18 (1) Makes payment in cash; or

19 (2) Requests a receipt.

20 (c) In addition to any other penalty, the [landlord] **RENTAL PROPERTY OWNER**  
21 shall be liable to the [tenant] **RESIDENT** in the sum of \$25 if the [landlord] **RENTAL**  
22 **PROPERTY OWNER** fails to provide a written receipt as required by this section.

23 8–205.1.

24 (a) In this section, “utility service provider” means a public service company or a  
25 unit of State or local government that provides water or sewer utility services.

26 (b) (1) This section applies only to a [landlord] **RENTAL PROPERTY OWNER**  
27 of a building that contains one or two residential dwelling units.

28 (2) This section does not apply to:

29 (i) A [landlord] **RENTAL PROPERTY OWNER** that requires a  
30 [tenant] **RESIDENT**, under an oral or written lease, to pay water or sewer bills directly to  
31 the utility service provider; or

32 (ii) A utility that is allocated using a ratio utility billing system, as

1 defined in § 8–212.4 of this subtitle.

2 (c) A [landlord] **RENTAL PROPERTY OWNER** that requires a [tenant]  
3 **RESIDENT** to make payments for water or sewer utility services to the [landlord] **RENTAL**  
4 **PROPERTY OWNER** shall:

5 (1) Use a written lease that provides notice that the [tenant] **RESIDENT** is  
6 responsible for making payments for water or sewer utility services to the [landlord]  
7 **RENTAL PROPERTY OWNER**; and

8 (2) (i) Provide a copy of the water or sewer bill to the [tenant]  
9 **RESIDENT**; or

10 (ii) Before the beginning of the initial lease and each term thereafter  
11 for the duration of the tenancy, notify the [tenant] **RESIDENT** in writing of the total utility  
12 costs billed to the [landlord] **RENTAL PROPERTY OWNER** in the immediately preceding  
13 year for water, sewer, gas, or electric utility services, disaggregated by utility type.

14 8–206.

15 (a) Evictions described in subsection (b) of this section are called “retaliatory  
16 evictions”.

17 (b) No [landlord] **RENTAL PROPERTY OWNER** may evict a [tenant] **RESIDENT**  
18 of any residential property in Montgomery County because:

19 (1) The [tenant] **RESIDENT** has filed a complaint against the [landlord]  
20 **RENTAL PROPERTY OWNER** with any public agency;

21 (2) The [tenant] **RESIDENT** has filed a lawsuit against the [landlord]  
22 **RENTAL PROPERTY OWNER**; or

23 (3) The [tenant] **RESIDENT** is a member of any [tenants’] **RESIDENTS’**  
24 organization.

25 (c) If the judgment is in favor of the [tenant] **RESIDENT** in any eviction  
26 proceeding for any of the defenses in subsection (b) of this section, the court may enter  
27 judgment for reasonable attorney fees and court costs against the [landlord] **RENTAL**  
28 **PROPERTY OWNER**.

29 (d) Nothing in this section restricts the authority of Montgomery County to  
30 legislate in the area of [landlord–tenant] **RENTAL PROPERTY OWNER–RESIDENT** affairs.

31 (e) In addition to any other remedies provided under this title, Montgomery  
32 County may, by local law, establish authorization for a local agency to invoke enforcement

1 procedures upon an administrative determination that a proposed eviction is retaliatory as  
2 prohibited by State or local law. These enforcement procedures may include injunctive or  
3 other equitable relief.

4 8–207.

5 (a) The aggrieved party in a breach of a lease has a duty to mitigate damages if  
6 the damages result from the [landlord's] **RENTAL PROPERTY OWNER'S** or [tenant's]  
7 **RESIDENT'S**:

8 (1) Failure to supply possession of the dwelling unit;

9 (2) Failure or refusal to take possession at the beginning of the term; or

10 (3) Termination of occupancy before the end of the term.

11 (b) The provisions of subsection (a) of this section do not impose an obligation to  
12 show or lease the vacated dwelling unit in preference to other available units.

13 (c) (1) If a [tenant] **RESIDENT** wrongly fails or refuses to take possession of or  
14 vacates the dwelling unit before the end of the [tenant's] **RESIDENT'S** term, the [landlord]  
15 **RENTAL PROPERTY OWNER** may sublet the dwelling unit without prior notice to the  
16 [tenant] **RESIDENT** in default.

17 (2) [The tenant] **A RESIDENT** in default is secondarily liable for rent for  
18 the term of the [tenant's] **RESIDENT'S** original agreement in addition to the [tenant's]  
19 **RESIDENT'S** liability for consequential damages resulting from the [tenant's] **RESIDENT'S**  
20 breach, if the [landlord] **RENTAL PROPERTY OWNER** gives the [tenant] **RESIDENT**  
21 prompt notice of any default by the sublessee.

22 (d) No provision in this section may be waived in any lease.

23 8–208.

24 (a) (1) On or after October 1, 1999, any [landlord] **RENTAL PROPERTY**  
25 **OWNER** who offers 5 or more dwelling units for rent in the State may not rent a residential  
26 dwelling unit without using a written lease.

27 (2) If a [landlord] **RENTAL PROPERTY OWNER** fails to comply with  
28 paragraph (1) of this subsection, the term of the tenancy is presumed to be 1 year from the  
29 date of the [tenant's] **RESIDENT'S** first occupancy unless the [tenant] **RESIDENT** elects to  
30 end the tenancy at an earlier date by giving 1 month's written notice.

31 (b) A [landlord] **RENTAL PROPERTY OWNER** who rents using a written lease  
32 shall provide, upon written request from any prospective applicant for a lease, a copy of the  
33 proposed form of lease in writing, complete in every material detail, except for the date, the

1 name and address of the [tenant] **RESIDENT**, the designation of the premises, and the  
2 rental rate without requiring execution of the lease or any prior deposit.

3 (c) A lease shall include:

4 (1) A statement that the premises will be made available in a condition  
5 permitting habitation, with reasonable safety, if that is the agreement, or if that is not the  
6 agreement, a statement of the agreement concerning the condition of the premises;

7 (2) The [landlord's] **RENTAL PROPERTY OWNER'S** and the [tenant's]  
8 **RESIDENT'S** specific obligations as to heat, gas, electricity, water, and repair of the  
9 premises;

10 (3) A receipt for the security deposit as specified in § 8–203.1 of this  
11 subtitle; and

12 (4) A copy of the most current version of the Maryland [Tenants']  
13 **RESIDENTS'** Bill of Rights published by the Office of [Tenant] **RESIDENT** and [Landlord]  
14 **RENTAL PROPERTY OWNER** Affairs in the Department of Housing and Community  
15 Development.

16 (d) A [landlord] **RENTAL PROPERTY OWNER** may not use a lease or form of lease  
17 containing any provision that:

18 (1) Has the [tenant] **RESIDENT** authorize any person to confess judgment  
19 on a claim arising out of the lease;

20 (2) Has the [tenant] **RESIDENT** agree to waive or to forego any right or  
21 remedy provided by applicable law;

22 (3) (i) Provides for a penalty for the late payment of rent in excess of  
23 5% of the amount of rent due for the rental period for which the payment was delinquent;  
24 or

25 (ii) In the case of leases under which the rent is paid in weekly rental  
26 installments, provides for a late penalty of more than \$3 per week or a total of no more than  
27 \$12 per month;

28 (4) Has the [tenant] **RESIDENT** waive the right to a jury trial;

29 (5) Has the [tenant] **RESIDENT** agree to a period required for [landlord's]  
30 **RENTAL PROPERTY OWNER'S** notice to quit which is less than that provided by applicable  
31 law; provided, however, that neither party is prohibited from agreeing to a longer notice  
32 period than that required by applicable law;

33 (6) Authorizes the [landlord] **RENTAL PROPERTY OWNER** to take

1 possession of the leased premises, or the [tenant's] **RESIDENT'S** personal property unless  
2 the lease has been terminated by action of the parties or by operation of law, and the  
3 personal property has been abandoned by the [tenant] **RESIDENT** without the benefit of  
4 formal legal process;

5 (7) Is against public policy and void pursuant to § 8–105 of this title;

6 (8) Permits a [landlord] **RENTAL PROPERTY OWNER** to commence an  
7 eviction proceeding or issue a notice to quit solely as retaliation against any [tenant]  
8 **RESIDENT** for planning, organizing, or joining a [tenant] **RESIDENT** organization with the  
9 purpose of negotiating collectively with the [landlord] **RENTAL PROPERTY OWNER**;

10 (9) Requires the [tenant] **RESIDENT** to accept notice of rent increases  
11 under § 8–209 of this subtitle or § 8–401 of this title by electronic delivery;

12 (10) (i) Limits the ability of a [tenant] **RESIDENT** to summon the  
13 assistance of law enforcement or emergency services or penalizes a [tenant] **RESIDENT**  
14 solely for summoning the assistance of law enforcement or emergency services; or

15 (ii) Penalizes a [tenant] **RESIDENT** for the actions of another  
16 individual solely because the individual summoned the assistance of law enforcement or  
17 emergency services;

18 (11) Requires a [tenant] **RESIDENT** to pay more than the sum of the  
19 security deposit under § 8–203(b) of this subtitle and the first month's rent in order to  
20 commence the lease and occupy the premises;

21 (12) Waives or places conditions on a [tenant's] **RESIDENT'S** right of first  
22 refusal under § 8–119 of this title; or

23 (13) Except as authorized under § 7–301(c)(5)(ii) of the Courts Article,  
24 provides that a [tenant] **RESIDENT** is responsible for, or requires a [tenant] **RESIDENT** to  
25 agree to be responsible for, payment of a filing surcharge assessed against the [landlord]  
26 **RENTAL PROPERTY OWNER** by the District Court under § 7–301(c)(2)(i)1 of the Courts  
27 Article.

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

34 (2) An automatic renewal provision that is not specifically accompanied by  
35 either the [tenant's] **RESIDENT'S** initials, signature, or witnessed mark is unenforceable

1 by the [landlord] **RENTAL PROPERTY OWNER**.

2 (f) No provision of this section shall be deemed to be a bar to the applicability of  
3 supplementary rights afforded by any public local law enacted by the General Assembly or  
4 any ordinance or local law enacted by any municipality or political subdivision of this State;  
5 provided, however, that no such law can diminish or limit any right or remedy granted  
6 under the provisions of this section.

7 (g) (1) Any lease provision which is prohibited by terms of this section shall be  
8 unenforceable by the [landlord] **RENTAL PROPERTY OWNER**.

9 (2) If the [landlord] **RENTAL PROPERTY OWNER** includes in any lease a  
10 provision prohibited by this section or made unenforceable by § 8–105 of this title or §  
11 8–203 of this subtitle, at any time subsequent to July 1, 1975, and tenders a lease  
12 containing such a provision or attempts to enforce or makes known to the [tenant]  
13 **RESIDENT** an intent to enforce any such provision, the [tenant] **RESIDENT** may recover  
14 any actual damages incurred as a reason thereof, including reasonable attorney's fees.

15 (h) If any word, phrase, clause, sentence, or any part or parts of this section shall  
16 be held unconstitutional by any court of competent jurisdiction such unconstitutionality  
17 shall not affect the validity of the remaining parts of this section.

18 8–208.1.

19 (a) (1) For any reason listed in paragraph (2) of this subsection, a [landlord]  
20 **RENTAL PROPERTY OWNER** of any residential property may not:

21 (i) Bring or threaten to bring an action for possession against a  
22 [tenant] **RESIDENT**;

23 (ii) Arbitrarily increase the rent or decrease the services to which a  
24 [tenant] **RESIDENT** has been entitled; or

25 (iii) Terminate a periodic tenancy.

26 (2) A [landlord] **RENTAL PROPERTY OWNER** may not take an action that  
27 is listed under paragraph (1) of this subsection for any of the following reasons:

28 (i) Because the [tenant] **RESIDENT** or the [tenant's] **RESIDENT'S**  
29 agent has provided written or actual notice of a good faith complaint about an alleged  
30 violation of the lease, violation of law, or condition on the leased premises that is a  
31 substantial threat to the health or safety of occupants to:

32 1. The [landlord] **RENTAL PROPERTY OWNER**; or

33 2. Any public agency against the [landlord] **RENTAL**

1 **PROPERTY OWNER;**

2 (ii) Because the [tenant] **RESIDENT** or the [tenant's] **RESIDENT'S**  
3 agent has:

4 1. Filed a lawsuit against the [landlord] **RENTAL**  
5 **PROPERTY OWNER;** or

6 2. Testified or participated in a lawsuit involving the  
7 [landlord] **RENTAL PROPERTY OWNER;** or

8 (iii) Because the [tenant] **RESIDENT** has participated in any  
9 [tenants'] **RESIDENTS'** organization or

10 (iv) Solely because the [tenant] **RESIDENT** or another individual,  
11 including another resident, summoned the assistance of law enforcement or emergency  
12 services to the property.

13 (b) (1) A [landlord's] **RENTAL PROPERTY OWNER'S** violation of subsection (a)  
14 of this section is a "retaliatory action".

15 (2) A [tenant] **RESIDENT** may raise a retaliatory action of a [landlord]  
16 **RENTAL PROPERTY OWNER:**

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

18 (ii) As an affirmative claim for damages resulting from a retaliatory  
19 action of a [landlord] **RENTAL PROPERTY OWNER** occurring during a tenancy.

20 (c) (1) If in any proceeding the court finds in favor of the [tenant] **RESIDENT**  
21 because the [landlord] **RENTAL PROPERTY OWNER** engaged in a retaliatory action, the  
22 court may enter judgment against the [landlord] **RENTAL PROPERTY OWNER** for damages  
23 not to exceed the equivalent of 3 months' rent, reasonable attorney fees, and court costs.

24 (2) If in any proceeding the court finds that a [tenant's] **RESIDENT'S**  
25 assertion of a retaliatory action was in bad faith or without substantial justification, the  
26 court may enter judgment against the [tenant] **RESIDENT** for damages not to exceed the  
27 equivalent of 3 months' rent, reasonable attorney fees, and court costs.

28 (d) The relief provided under this section is conditioned on the [tenant]  
29 **RESIDENT** being current on the rent due and owing to the [landlord] **RENTAL PROPERTY**  
30 **OWNER** at the time of the alleged retaliatory action, unless the [tenant] **RESIDENT**  
31 withholds rent in accordance with the lease, § 8–211 of this subtitle, or a comparable local  
32 ordinance.

1 (e) An action by a [landlord] **RENTAL PROPERTY OWNER'S** may not be deemed  
2 to be retaliatory for purposes of this section if the alleged retaliatory action occurs more  
3 than 6 months after a [tenant's] **RESIDENT'S** action that is protected under subsection  
4 (a)(2) of this section.

5 (f) As long as a [landlord's] **RENTAL PROPERTY OWNER'S** termination of a  
6 tenancy is not the result of a retaliatory action, nothing in this section may be interpreted  
7 to alter the [landlord's] **RENTAL PROPERTY OWNER'S** or the [tenant's] **RESIDENT'S**  
8 rights to terminate or not renew a tenancy.

9 (g) If any county has enacted or enacts an ordinance comparable in subject matter  
10 to this section, this section shall supersede the provisions of the ordinance to the extent  
11 that the ordinance provides less protection to a [tenant] **RESIDENT**.

12 8–208.2.

13 (a) Notwithstanding the provisions of § 8–208.1 of this subtitle, a [landlord]  
14 **RENTAL PROPERTY OWNER** of real property subject to the provisions of Title 6, Subtitle  
15 8 of the Environment Article may not evict or take any other retaliatory action against a  
16 [tenant] **RESIDENT** primarily as a result of the [tenant] **RESIDENT** providing information  
17 to the [landlord] **RENTAL PROPERTY OWNER** under Title 6, Subtitle 8 of the Environment  
18 Article.

19 (b) For purposes of this section, a retaliatory action includes:

20 (1) An arbitrary refusal to renew a lease;

21 (2) Termination of a tenancy;

22 (3) An arbitrary rent increase or decrease in services to which the [tenant]  
23 **RESIDENT** is entitled; or

24 (4) Any form of constructive eviction.

25 (c) A [tenant] **RESIDENT** subject to an eviction or retaliatory action under this  
26 section is entitled to the relief, and is eligible for reasonable attorney's fees and costs,  
27 authorized under § 8–208.1 of this subtitle.

28 (d) Nothing in this section may be interpreted to alter the [landlord's] **RENTAL**  
29 **PROPERTY OWNER'S** or the [tenant's] **RESIDENT'S** rights arising from a breach of any  
30 provision of a lease.

31 8–208.3.

32 Every [landlord] **RENTAL PROPERTY OWNER** shall maintain a records system  
33 showing the dates and amounts of rent paid to the [landlord] **RENTAL PROPERTY OWNER**

1 by the [tenant] **RESIDENT** or [tenants] **RESIDENTS** and showing also the fact that a  
2 receipt of some form was given to each [tenant] **RESIDENT** for each cash payment of rent.

3 8–210.

4 (a) (1) The [landlord] **RENTAL PROPERTY OWNER** of any residential rental  
5 property shall include in a written lease or post a sign in a conspicuous place on that  
6 property listing the name, address, and telephone number of:

7 (i) The [landlord] **RENTAL PROPERTY OWNER**; or

8 (ii) The person, if any, authorized to accept notice or service of  
9 process on behalf of the [landlord] **RENTAL PROPERTY OWNER**.

10 (2) If a [landlord] **RENTAL PROPERTY OWNER** fails to comply with  
11 paragraph (1) of this subsection, notice or service of process shall be deemed to be proper if  
12 the [tenant] **RESIDENT** sends notice or service of process by any of the following means:

13 (i) To the person to whom the rent is paid;

14 (ii) To the address where the rent is paid; or

15 (iii) To the address where the tax bill is sent.

16 (b) (1) This subsection applies only in Montgomery County.

17 (2) In this subsection, “development” has the meaning provided in §  
18 11B–101 of this article.

19 (3) (i) Before execution by a [tenant] **RESIDENT** of a lease for an initial  
20 term of 125 days or more, the owner of any residential rental property within any  
21 condominium or development shall provide to the prospective [tenant] **RESIDENT**, to the  
22 extent applicable, a copy of the rules, declaration, and recorded covenants and restrictions  
23 that limit or affect the use and occupancy of the property or common areas and to which  
24 the owner is obligated.

25 (ii) The written lease shall include a statement, if applicable, that  
26 the obligations of the owner that limit or affect the use and occupancy of the property are  
27 enforceable against the owner’s [tenant] **RESIDENT**.

28 (c) (1) The [landlord] **RENTAL PROPERTY OWNER** of any residential rental  
29 property shall:

30 (i) Provide a link to the property’s pet policy on the property’s  
31 website, if applicable; and

1 (ii) Provide a written copy or summary of the property's pet policy in  
2 any rental application form for a unit in the property.

3 (2) A pet policy provided in accordance with this section shall state:

4 (i) Any breed and weight restrictions;

5 (ii) Any required fees, including:

6 1. Up-front, nonrefundable pet fees;

7 2. Refundable pet deposits; and

8 3. Monthly pet fees;

9 (iii) Any limit on the number of pets allowed in a unit;

10 (iv) Any vaccination requirements;

11 (v) Any liability insurance requirements; and

12 (vi) Any additional requirements for pet owners imposed by the  
13 [landlord] **RENTAL PROPERTY OWNER.**

14 8-211.

15 (a) (1) The purpose of this section is to provide [tenants] **RESIDENTS** with a  
16 mechanism for encouraging the repair of serious and dangerous defects which exist within  
17 or as part of any residential dwelling unit, or upon the property used in common of which  
18 the dwelling unit forms a part.

19 (2) The defects sought to be reached by this section are those [which] **THAT**  
20 present a substantial and serious threat of danger to the life, health and safety of the  
21 occupants of the dwelling unit, and not those which merely impair the aesthetic value of  
22 the premises, or which are, in those locations governed by such codes, housing code  
23 violations of a nondangerous nature.

24 (3) The intent of this section is not to provide a remedy for dangerous  
25 conditions in the community at large which exists apart from the leased premises or the  
26 property in common of which the leased premises forms a part.

27 (b) It is the public policy of Maryland that meaningful sanctions be imposed upon  
28 those who allow dangerous conditions and defects to exist in leased premises, and that an  
29 effective mechanism be established for repairing these conditions and halting their  
30 creation.

31 (c) (1) Except as provided in paragraph (2) of this subsection, this section

1 applies to all residential dwelling units leased for the purpose of human habitation within  
2 the State whether they are:

3 (i) Publicly or privately owned; or

4 (ii) Single or multiple units.

5 (2) This section does not apply to farm tenancies.

6 (d) This section provides a remedy and imposes an obligation on [landlords]  
7 **RENTAL PROPERTY OWNERS**. to repair and eliminate conditions and defects which  
8 constitute, or if not promptly corrected will constitute, a fire hazard or a serious and  
9 substantial threat to the life, health, or safety of occupants, including:

10 (1) Lack of heat, light, electricity, or hot or cold running water, except  
11 where the [tenant] **RESIDENT** is responsible for the payment of the utilities and the lack  
12 thereof is the direct result of the [tenant's] **RESIDENT'S** failure to pay the charges;

13 (2) Lack of adequate sewage disposal facilities;

14 (3) Infestation of rodents in two or more dwelling units;

15 (4) The existence of any structural defect which presents a serious and  
16 substantial threat to the physical safety of the occupants; or

17 (5) The existence of any condition which presents a health or fire hazard to  
18 the dwelling unit.

19 (e) (1) This section does not apply to a [landlord's] **RENTAL PROPERTY**  
20 **OWNER'S** failure to repair and eliminate minor defects or, in those locations governed by  
21 such codes, housing code violations of a nondangerous nature.

22 (2) There is a rebuttable presumption that the following conditions, when  
23 they do not present a serious and substantial threat to the life, health, and safety of the  
24 occupants, are not covered by this section:

25 (i) Any defect which merely reduces the aesthetic value of the leased  
26 premises, such as the lack of fresh paint, rugs, carpets, paneling, or other decorative  
27 amenities;

28 (ii) Small cracks in the walls, floors, or ceilings;

29 (iii) The absence of linoleum or tile on the floors, provided that they  
30 are otherwise safe and structurally sound; or

31 (iv) The absence of air conditioning.

1 (f) (1) In order to employ the remedies provided by this section, the [tenant]  
2 **RESIDENT** shall notify the [landlord] **RENTAL PROPERTY OWNER** of the existence of the  
3 defects or conditions.

4 (2) Notice shall be given by:

5 (i) A written communication sent by certified mail listing the  
6 asserted conditions or defects;

7 (ii) Actual notice of the defects or conditions; or

8 (iii) A written violation, condemnation or other notice from an  
9 appropriate State, county, municipal, or local government agency stating the asserted  
10 conditions or defects.

11 (g) (1) The [landlord] **RENTAL PROPERTY OWNER** has a reasonable time  
12 after receipt of notice in which to make the repairs or correct the conditions.

13 (2) The length of time deemed to be reasonable is a question of fact for the  
14 court, taking into account the severity of the defects or conditions and the danger which  
15 they present to the occupants.

16 (3) There is a rebuttable presumption that a period in excess of 30 days  
17 from receipt of notice is unreasonable.

18 (h) (1) If the [landlord] **RENTAL PROPERTY OWNER** refuses to make the  
19 repairs or correct the conditions, or if after a reasonable time the [landlord] **RENTAL**  
20 **PROPERTY OWNER** has failed to do so, the [tenant] **RESIDENT** may take one or both of  
21 the following actions:

22 (i) Bring an action of rent escrow to pay rent into court because of  
23 the asserted defects or conditions; and

24 (ii) Refuse to pay rent and raise the existence of the asserted defects  
25 or conditions as an affirmative defense to an action for distress for rent or to any complaint  
26 proceeding brought by the [landlord] **RENTAL PROPERTY OWNER** to recover rent or the  
27 possession of the leased premises.

28 (2) (i) Multiple [tenants] **RESIDENTS** may join as plaintiffs in an  
29 action under this section in accordance with the Maryland Rules on joinder.

30 (ii) The court may order separate trials or issue any other order  
31 necessary to prevent delay or avoid prejudice.

32 (i) (1) There is a rebuttable presumption that a [tenant] **RESIDENT** is entitled

1 to the adjudication of a request for rent abatement.

2 (2) (i) Subject to subsection (m) of this section, there is a rebuttable  
3 presumption that a [tenant] **RESIDENT** is entitled to an abatement of prospective rent in  
4 an amount to be determined by the court.

5 (ii) A determination under this paragraph is without prejudice to a  
6 final disposition of rent that is due and unpaid to the [landlord] **RENTAL PROPERTY**  
7 **OWNER**.

8 (3) There is a rebuttable presumption that a court order requiring rent  
9 escrow is limited to the payment of rent that is due and unpaid subsequent to the court  
10 order.

11 (4) A party may request that the court adjust the amount of rent that a  
12 [tenant] **RESIDENT** pays into court at any time.

13 (5) If a [tenant] **RESIDENT** alleges that a defect or condition exists at the  
14 leased premises at a trial for failure to pay rent, the court may grant a postponement on  
15 request of either party in order for the parties to provide evidence and additional  
16 information regarding the alleged defect or condition.

17 (j) (1) Whether the issue of rent escrow is raised affirmatively or defensively,  
18 the [tenant] **RESIDENT** may request one or more of the forms of relief set forth in this  
19 section.

20 (2) In addition to any other relief sought, if within 90 days after the court  
21 finds that the conditions complained of by the [tenant] **RESIDENT** exist and the [landlord]  
22 **RENTAL PROPERTY OWNER** has not made the repairs or corrected the conditions  
23 complained of, the [tenant] **RESIDENT** may file a petition of injunction in the District Court  
24 requesting the court to order the [landlord] **RENTAL PROPERTY OWNER** to make the  
25 repairs or correct the conditions.

26 (k) Relief under this section is conditioned on:

27 (1) Giving proper notice, and where appropriate, the opportunity to correct,  
28 as described in subsection (g) of this section;

29 (2) Payment by the [tenant] **RESIDENT** of the amount of rent required by  
30 the lease into the court, unless this amount is modified by the court as provided in  
31 subsection (i) or (m) of this section;

32 (3) In the case of tenancies measured by a period of 1 month or more, the  
33 court having not entered against the [tenant] **RESIDENT** three prior judgments of  
34 possession for rent due and unpaid in the 12-month period immediately prior to the  
35 initiation of the action by the [tenant] **RESIDENT** or by the [landlord] **RENTAL PROPERTY**

1 **OWNER; and**

2 (4) In the case of periodic tenancies measured by the weekly payment of  
3 rent, the court having not entered against the [tenant] **RESIDENT** more than five  
4 judgments of possession for rent due and unpaid in the 12-month period immediately prior  
5 to the initiation of the action by the [tenant] **RESIDENT** or by the [landlord] **RENTAL**  
6 **PROPERTY OWNER**, or, if the [tenant] **RESIDENT** has lived on the premises 6 months or  
7 less, the court having not entered against the [tenant] **RESIDENT** three judgments of  
8 possession for rent due and unpaid.

9 (l) It is a sufficient defense to the allegations of the [tenant] **RESIDENT** that the  
10 [tenant] **RESIDENT**, the [tenant's] **RESIDENT'S** family, agent, employees, or assignees or  
11 social guests have caused the asserted defects or conditions, or that the [landlord] **RENTAL**  
12 **PROPERTY OWNER** or the [landlord's] **RENTAL PROPERTY OWNER'S** agents were denied  
13 reasonable and appropriate entry for the purpose of correcting or repairing the asserted  
14 conditions or defects.

15 (m) The court shall make appropriate findings of fact and make any order that the  
16 justice of the case may require, including any one or a combination of the following:

17 (1) Order the termination of the lease and return of the leased premises to  
18 the [landlord] **RENTAL PROPERTY OWNER**, subject to the [tenant's] **RESIDENT'S** right of  
19 redemption;

20 (2) Order that the action for rent escrow be dismissed;

21 (3) Order that the amount of rent required by the lease, whether paid into  
22 court or to the [landlord] **RENTAL PROPERTY OWNER**, be abated and reduced in an  
23 amount determined by the court to be fair and equitable to represent the existence of the  
24 conditions or defects found by the court to exist; or

25 (4) Order the [landlord] **RENTAL PROPERTY OWNER** to make the repairs  
26 or correct the conditions complained of by the [tenant] **RESIDENT** and found by the court  
27 to exist.

28 (n) (1) After rent escrow has been established, the court:

29 (i) Shall, after a hearing, if so ordered by the court or one is  
30 requested by the [landlord] **RENTAL PROPERTY OWNER**, order that the money in the  
31 escrow account be disbursed to the [landlord] **RENTAL PROPERTY OWNER** after the  
32 necessary repairs have been made;

33 (ii) May, after an appropriate hearing, order that some or all money  
34 in the escrow account be paid to the [landlord] **RENTAL PROPERTY OWNER** or the  
35 [landlord's] **RENTAL PROPERTY OWNER'S** agent, the [tenant] **RESIDENT** or the

1 [tenant's] **RESIDENT'S** agent, or any other appropriate person or agency for the purpose of  
2 making the necessary repairs of the dangerous conditions or defects;

3 (iii) May, after a hearing if one is requested by the [landlord]  
4 **RENTAL PROPERTY OWNER**, appoint a special administrator who shall cause the repairs  
5 to be made, and who shall apply to the court to pay for them out of the money in the escrow  
6 account;

7 (iv) May, after an appropriate hearing, order that some or all money  
8 in the escrow account be disbursed to pay any mortgage or deed of trust on the property in  
9 order to stay a foreclosure;

10 (v) May, after a hearing, if one is requested by the [tenant]  
11 **RESIDENT**, order, if no repairs are made or if no good faith effort to repair is made within  
12 6 months of the initial decision to place money in the escrow account, that the money in the  
13 escrow account be disbursed to the [tenant] **RESIDENT** that has paid into escrow; or

14 (vi) May, after an appropriate hearing, order that the money in the  
15 escrow account be disbursed to the [landlord] **RENTAL PROPERTY OWNER** if the [tenant]  
16 **RESIDENT** does not regularly pay, into that account, the rent owed.

17 (2) An order issued under paragraph (1)(v) of this subsection:

18 (i) Does not affect the right of a [tenant] **RESIDENT** to pay rent into  
19 court; and

20 (ii) May be stayed on appeal by the [landlord] **RENTAL PROPERTY**  
21 **OWNER**.

22 (o) If a court orders any relief to a [tenant] **RESIDENT** who brings an action under  
23 this section, the [tenant] **RESIDENT** may recover:

24 (1) Reasonable attorney's fees and costs; and

25 (2) Reasonable expenses related to litigation.

26 (p) If a court finds that a complaint filed by a [tenant] **RESIDENT** under this  
27 section is in bad faith or without substantial justification, the court may enter a judgment  
28 in favor of the [landlord] **RENTAL PROPERTY OWNER** for:

29 (1) Reasonable attorney's fees and costs; and

30 (2) Expenses related to litigation.

31 (q) Except as provided in § 8-211.1(e) of this subtitle, this section shall supersede  
32 any local law or ordinance comparable in subject matter to this section except to the extent

1 that the local law or ordinance provides broader applicability or more protections for  
2 [tenants] **RESIDENTS** than this section.

3 8–211.1.

4 (a) Notwithstanding any provision of law or any agreement, whether written or  
5 oral, if a [landlord] **RENTAL PROPERTY OWNER** fails to comply with the applicable risk  
6 reduction standard under § 6–815 or § 6–819 of the Environment Article, the [tenant]  
7 **RESIDENT** may deposit the [tenant’s] **RESIDENT’S** rent in an escrow account with the  
8 clerk of the District Court for the district in which the premises are located.

9 (b) The right of a [tenant] **RESIDENT** to deposit rent in an escrow account does  
10 not preclude the [tenant] **RESIDENT** from pursuing any other right or remedy available to  
11 the [tenant] **RESIDENT** at law or equity and is in addition to them.

12 (c) Money deposited in an escrow account shall be released under the following  
13 terms and conditions:

14 (1) To the lessor upon compliance by the lessor with the applicable risk  
15 reduction standard; or

16 (2) To the lessee or any other person who has complied with the applicable  
17 risk reduction standard on presentation of a bill for the reasonable costs of complying with  
18 the applicable risk reduction standard.

19 (d) **(1)** A lessee may not be evicted, the tenancy may not be terminated, and  
20 the rent may not be raised for a lessee who elects to seek the remedies under this section.

21 **(2)** It shall be presumed that any attempt to evict the lessee, to terminate  
22 the tenancy, or to raise the rent, except for nonpayment of rent, within two months after  
23 compliance with the applicable risk reduction standard is in retaliation for the lessee’s  
24 proceeding under this section and shall be void.

25 (e) This section shall preempt any public local law or ordinance concerning the  
26 deposit of rent into an escrow account based upon the existence of paint containing lead  
27 pigment on surfaces in or on a rental dwelling unit in the State and disposition of that rent.

28 8–212.1.

29 (b) Notwithstanding any other provision of this title, if a person who is on active  
30 duty with the United States military, or the person’s spouse, enters into a residential lease  
31 of property and the person subsequently receives a change of assignment, before or after  
32 occupying the property, any liability of the person, or the person’s spouse, for rent under  
33 the lease may not exceed:

34 (1) Any rent or lawful charges then due and payable plus 30 days’ rent after

1 written notice and proof of the change of assignment is given to the [landlord] **RENTAL**  
2 **PROPERTY OWNER**; and

3 (2) The cost of repairing damage to the premises caused by an act or  
4 omission of the [tenant] **RESIDENT**.

5 8–212.2.

6 (a) In this section, “mental disorder” has the meaning stated in § 10–101 of the  
7 Health – General Article.

8 (b) This section does not apply to a [tenant] **RESIDENT** under a residential lease  
9 that contains a liquidated damages clause or early termination clause that:

10 (1) Requires written notice to vacate of 1 month or less; and

11 (2) Imposes liability for rent less than or equal to 2 months’ rent after the  
12 date on which the [tenant] **RESIDENT** vacates the leased premises.

13 (c) Subject to subsection (b) of this section and notwithstanding any other  
14 provision of this title, if a [tenant] **RESIDENT** under a residential lease meets the  
15 conditions set forth in subsection (d) of this section, the [tenant’s] **RESIDENT’S** liability for  
16 rent under the lease may not exceed 2 months’ rent after the date on which the [tenant]  
17 **RESIDENT** vacates the leased premises.

18 (d) To qualify for the limitation of liability under subsection (c) of this section, the  
19 [tenant] **RESIDENT** shall provide to the [landlord] **RENTAL PROPERTY OWNER** before the  
20 [tenant] **RESIDENT** vacates the leased premises:

21 (1) Subject to the provisions of subsection (e) of this section, a written  
22 certification from a physician or psychologist regarding an individual who is a named party  
23 in, or an authorized occupant under the terms of, the lease that states in substantially the  
24 following form:

25 “I, (name of physician or psychologist), hereby certify that my patient, (name of  
26 patient), is no longer able to live at his or her leased premises, (address of leased premises),  
27 because the patient has a medical condition that:

28 (1) Substantially restricts the physical mobility of the patient within, or  
29 from entering and exiting, the leased premises;

30 (2) Requires the patient to move to a home, facility, or institution to obtain  
31 a higher level of care than can be provided at the leased premises; or

32 (3) Is a mental disorder that:

1 (i) Causes the continued habitation of the leased premises to be  
2 unfeasible or unsustainable for the patient; or

3 (ii) Requires the patient to move to a home, facility, or institution to  
4 obtain a higher level of care than can be provided at the leased premises.

5 I certify further that the expected duration of the patient's medical condition will  
6 continue beyond the termination date of the patient's lease, which the patient states is  
7 (termination date of lease)."; and

8 (2) A written notice of the termination of the lease stating the date by when  
9 the [tenant] **RESIDENT** will vacate the leased premises.

10 (e) A certification that is provided to a [landlord] **RENTAL PROPERTY OWNER**  
11 under subsection (d)(1) of this section shall be:

12 (1) Written by:

13 (i) A physician who is licensed by the State Board of Physicians to  
14 practice medicine in the State under Title 14 of the Health Occupations Article; or

15 (ii) A psychologist who is licensed by the State Board of Examiners  
16 of Psychologists to practice psychology in the State under Title 18 of the Health Occupations  
17 Article;

18 (2) Prepared on the letterhead or printed prescription form of the physician  
19 or psychologist; and

20 (3) Signed by the physician or psychologist.

21 8–212.3.

22 (a) (1) In this section the following words have the meanings indicated.

23 (2) "Affected dwelling unit" has the meaning stated in § 7–309 of the Public  
24 Utilities Article.

25 (3) ["Landlord"] "**RENTAL PROPERTY OWNER**" has the meaning stated  
26 in § 7–309 of the Public Utilities Article.

27 (4) ["Tenant"] "**RESIDENT**" has the meaning stated in § 7–309 of the  
28 Public Utilities Article.

29 (5) "Utility service" has the meaning stated in § 7–309 of the Public  
30 Utilities Article.

31 (6) "Utility service provider" has the meaning stated in § 7–309 of the

1 Public Utilities Article.

2 (b) A [tenant] **RESIDENT** may deduct from rent due to a [landlord] **RENTAL**  
3 **PROPERTY OWNER** the amount of payments made to a utility service provider for utility  
4 service if:

5 (1) An oral or written lease for an affected dwelling unit requires the  
6 [landlord] **RENTAL PROPERTY OWNER** to pay the utility bill; and

7 (2) (i) The [tenant] **RESIDENT** pays all or part of the utility bill,  
8 including payments made on a new utility service account; or

9 (ii) The [tenant] **RESIDENT** pays any security deposit required to  
10 obtain a new utility service account.

11 (c) A [tenant's] **RESIDENT'S** rights under this section may not be waived in any  
12 lease.

13 8–213.

14 (a) An application for a lease shall contain a statement which explains:

15 (1) The liabilities which the [tenant] **RESIDENT** incurs upon signing the  
16 application; and

17 (2) The provisions of subsections (b) and (c) of this section.

18 (b) (1) (i) If a [landlord] **RENTAL PROPERTY OWNER** requires from a  
19 prospective [tenant] **RESIDENT** any fees other than a security deposit as defined by §  
20 8–203(a) of this subtitle, and these fees exceed \$25, then the [landlord] **RENTAL**  
21 **PROPERTY OWNER** shall return the fees, subject to the exceptions below, or be liable for  
22 twice the amount of the fees in damages.

23 (ii) The return shall be made not later than 15 days following the  
24 date of occupancy or the written communication, by either party to the other, of a decision  
25 that no tenancy shall occur.

26 (2) The [landlord] **RENTAL PROPERTY OWNER** may retain only that  
27 portion of the fees actually expended for a credit check or other expenses arising out of the  
28 application, and shall return that portion of the fees not actually expended on behalf of the  
29 [tenant] **RESIDENT** making application.

30 (c) This section does not apply to any [landlord] **RENTAL PROPERTY OWNER**  
31 who offers four or less dwelling units for rent on one parcel of property or at one location,  
32 or to seasonal or condominium rentals.

1 8–214.

2 (a) (1) In this section the following words have the meanings indicated.

3 (2) “Elderly person” means an individual who is 60 years old or older.

4 (3) [“Landlord”] **“RENTAL PROPERTY OWNER”** means an owner of  
5 residential rental property who offers more than 3 dwelling units for rent on 1 parcel of  
6 property or at 1 location.

7 (b) This section applies only to Montgomery County.

8 (c) If a [tenant] **RESIDENT** is an elderly person, a [landlord] **RENTAL**  
9 **PROPERTY OWNER** may not prohibit the [tenant] **RESIDENT** from keeping a household  
10 pet, unless specifically prohibited in writing at the time occupancy took place.

11 (d) A [tenant] **RESIDENT** is liable for any damage done to the premises by the  
12 [tenant’s] **RESIDENT’S** pet.

13 (e) A [landlord] **RENTAL PROPERTY OWNER** may establish reasonable rules  
14 governing the type, size, and number of pets allowed, disposal of pet waste, and aspects of  
15 pet conduct and pet control related to protection of the health and safety of other [tenants]  
16 **RESIDENTS** and the property of the [landlord] **RENTAL PROPERTY OWNER**.

17 8–215.

18 (a) In this section, “affected property” and “owner” have the meanings stated in §  
19 6–801 of the Environment Article.

20 (b) (1) If an owner of an affected property fails to comply with the applicable  
21 risk reduction standard under § 6–815 or § 6–819 of the Environment Article, the owner,  
22 on the written request of the [tenant] **RESIDENT**, shall:

23 (i) Immediately release the [tenant] **RESIDENT** from the terms of  
24 the lease or rental agreement for that property; and

25 (ii) Pay to the [tenant] **RESIDENT** all reasonable relocation  
26 expenses, not to exceed \$2,500, directly related to the permanent relocation of the [tenant]  
27 **RESIDENT** to a lead-free dwelling unit or another dwelling unit that has satisfied the risk  
28 reduction standard in accordance with § 6–815 of the Environment Article.

29 (2) A [tenant’s] **RESIDENT’S** written request to the [landlord] **RENTAL**  
30 **PROPERTY OWNER** under paragraph (1) of this subsection shall include any risk reduction  
31 certification information provided by the Department of the Environment.

32 (3) Within 3 business days of receipt of a [tenant’s] **RESIDENT’S** written

1 request under paragraph (1) of this subsection, an owner may provide to the [tenant]  
2 **RESIDENT**:

3 (i) A current and valid risk reduction certificate;

4 (ii) A lead-free certificate;

5 (iii) A statement of verification by the owner and [tenant] **RESIDENT**  
6 of work performed in accordance with § 6-819(g) of the Environment Article for the affected  
7 property; or

8 (iv) The final report of an inspector verifying that work was  
9 performed on the affected property in accordance with § 6-819(g) of the Environment  
10 Article.

11 (c) (1) If an owner fails to provide information in accordance with subsection  
12 (b)(3) of this section or to comply with the [tenant's] **RESIDENT'S** written request under  
13 subsection (b)(1) of this section within 3 business days of receipt of the request, the [tenant]  
14 **RESIDENT** may bring an action in District Court for the:

15 (i) Lease termination;

16 (ii) Reimbursement of reasonable relocation expenses; and

17 (iii) Reasonable attorney's fees.

18 (2) A [tenant] **RESIDENT** does not have a cause of action under this  
19 subsection if the owner of an affected property provides information in accordance with  
20 subsection (b)(3) of this section.

21 (d) The right of a [tenant] **RESIDENT** to request release in accordance with  
22 subsection (b) of this section does not preclude the [tenant] **RESIDENT** from pursuing any  
23 other right or remedy available to the [tenant] **RESIDENT** at law or equity and is in  
24 addition to them.

25 (e) Any action or inaction of the owner of an affected property or [tenant]  
26 **RESIDENT** under this section or any finding in a proceeding under this section may not be  
27 construed to have any effect on:

28 (1) Any civil action; or

29 (2) Any administrative proceeding brought under this title or Title 6 of the  
30 Environment Article.

31 8-216.

1 (a) (1) In this section the following words have the meanings indicated.

2 (2) “Threaten to take possession” means using words or actions intended to  
3 convince a reasonable person that the [landlord] **RENTAL PROPERTY OWNER** intends to  
4 take imminent possession of the property in violation of this section.

5 (3) (i) “Willful diminution of services” means intentionally interrupting  
6 or causing the interruption of heat, running water, hot water, electricity, or gas by the  
7 [landlord] **RENTAL PROPERTY OWNER** for the purpose of forcing a [tenant] **RESIDENT** to  
8 abandon the property.

9 (ii) “Willful diminution of services” does not include a [landlord]  
10 **RENTAL PROPERTY OWNER** choosing not to continue to pay for utility service for  
11 residential property after a final court order awarding possession of the residential  
12 property, if the [landlord] **RENTAL PROPERTY OWNER** has provided the [tenant]  
13 **RESIDENT** reasonable notice of the [landlord’s] **RENTAL PROPERTY OWNER’S** intention  
14 and the opportunity for the [tenant] **RESIDENT** to open an account in the [tenant’s]  
15 **RESIDENT’S** name for that service.

16 (b) (1) Except as provided in paragraph (2) of this subsection, a [landlord]  
17 **RENTAL PROPERTY OWNER** may not take possession or threaten to take possession of a  
18 dwelling unit from a [tenant] **RESIDENT** or [tenant] **RESIDENT** holding over by locking  
19 the [tenant] **RESIDENT** out or any other action, including willful diminution of services to  
20 the [tenant] **RESIDENT**.

21 (2) A [landlord] **RENTAL PROPERTY OWNER** may take possession of a  
22 dwelling unit from a [tenant] **RESIDENT** or [tenant] **RESIDENT** holding over only:

23 (i) In accordance with a warrant of restitution issued by a court and  
24 executed by a sheriff or constable; or

25 (ii) If the [tenant] **RESIDENT** has abandoned or surrendered  
26 possession of the dwelling unit.

27 (c) (1) If in any proceeding the court finds in favor of the [tenant] **RESIDENT**  
28 because the [landlord] **RENTAL PROPERTY OWNER** violated subsection (b) of this section,  
29 the [tenant] **RESIDENT** may recover:

30 (i) Actual damages; and

31 (ii) Reasonable attorney’s fees and costs.

32 (2) The remedies set forth in this subsection are not exclusive.

33 (d) This section may not be construed to prevent a [landlord] **RENTAL**

1 **PROPERTY OWNER** from taking temporary measures, including changing the locks, to  
2 secure an unsecured residential property, if the [landlord] **RENTAL PROPERTY OWNER**  
3 makes good faith attempts to provide reasonable notice to the [tenant] **RESIDENT** that the  
4 [tenant] **RESIDENT** may promptly be restored to possession of the property.

5 8–217.

6 (a) (1) In this section the following words have the meanings indicated.

7 (2) [“Landlord”] **“RENTAL PROPERTY OWNER”** means the owner of a  
8 senior apartment facility.

9 (3) (i) “Senior apartment facility” means an apartment building or  
10 complex that:

11 1. Contains four or more individual dwelling units; and

12 2. Is housing for older persons as defined in 42 U.S.C. § 3607.

13 (ii) “Senior apartment facility” does not include a nursing home or  
14 an assisted living facility.

15 (b) (1) At least 180 days before converting a senior apartment facility into an  
16 apartment facility for the general population, the [landlord] **RENTAL PROPERTY OWNER**  
17 shall provide each [tenant] **RESIDENT** of the senior apartment facility with written notice  
18 of the conversion.

19 (2) The notice shall include:

20 (i) A statement that the senior apartment facility will be converted  
21 into an apartment facility for the general population;

22 (ii) The date on which the conversion will take place; and

23 (iii) A statement that the [tenant] **RESIDENT** has the right to  
24 terminate the lease at any time before the conversion date, provided that the [tenant]  
25 **RESIDENT** gives the [landlord] **RENTAL PROPERTY OWNER** at least 1 month’s written  
26 notice.

27 (c) Notwithstanding the terms of the lease, the [landlord] **RENTAL PROPERTY**  
28 **OWNER**:

29 (1) Shall allow any [tenant] **RESIDENT** who requests to move before the  
30 conversion date to terminate the [tenant’s] **RESIDENT’S** lease after giving at least 1  
31 month’s written notice to the [landlord] **RENTAL PROPERTY OWNER**; and

1 (2) May not withhold any portion of a [tenant's] **RESIDENT'S** security  
2 deposit for rent that would have become due under any remaining term of the lease after  
3 termination under this section.

4 (d) To the extent that a violation of any provision of this section affects a [tenant]  
5 **RESIDENT** of a senior apartment facility, that violation shall be within the scope of the  
6 enforcement duties and powers of the Division of Consumer Protection of the Office of the  
7 Attorney General, as described in Title 13 of the Commercial Law Article.

8 8-5A-01.

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

10 (c) "Legal occupant" means an occupant who resides on the premises with the  
11 actual knowledge and permission of the [landlord] **RENTAL PROPERTY OWNER**.

12 (h) "Report by a qualified third party" means a report based on information  
13 received by a qualified third party while acting in a professional capacity that:

14 (1) Indicates that the [tenant] **RESIDENT** or a legal occupant is seeking  
15 assistance as a result of an act of abuse;

16 (2) Includes the following elements:

17 (i) The name of the [tenant] **RESIDENT** or legal occupant;

18 (ii) A statement that the [tenant] **RESIDENT** or legal occupant is a  
19 victim of abuse;

20 (iii) The date, time, location, and a brief description of the incident;

21 (iv) The name and physical description of the alleged offender, if  
22 known;

23 (v) The name and address of the employer of the qualified third  
24 party;

25 (vi) The licensing entity and license number of the qualified third  
26 party, if the qualified third party is required to be licensed; and

27 (vii) The signature of the qualified third party, under seal of a notary  
28 public; and

29 (3) Is signed and acknowledged by the [tenant] **RESIDENT** or legal  
30 occupant under penalty of perjury.

1 8-5A-02.

2 (a) Subject to the requirements of subsections (b) and (c) of this section, a [tenant]  
3 **RESIDENT** may terminate the [tenant's] **RESIDENT'S** future liability under a residential  
4 lease if the [tenant] **RESIDENT** or legal occupant is a victim of abuse.

5 (b) If a [tenant] **RESIDENT** or legal occupant is a victim of abuse, the [tenant]  
6 **RESIDENT** may provide to the [landlord] **RENTAL PROPERTY OWNER** the written notice  
7 required under § 8-5A-03 of this subtitle and, if the written notice is provided, the [tenant]  
8 **RESIDENT** shall have 30 days to vacate the leased premises from the date of providing the  
9 written notice.

10 (c) (1) A [tenant] **RESIDENT** who vacates leased premises under this section  
11 is responsible for rent only for the time following the [tenant] **RESIDENT** providing notice  
12 of an intent to vacate until the [tenant] **RESIDENT** vacates the leased premises, up to a  
13 maximum of 30 days.

14 (2) (i) If a [tenant] **RESIDENT** vacates the leased premises earlier than  
15 30 days after the date the [tenant] **RESIDENT** provides written notice of an intent to vacate,  
16 the [tenant] **RESIDENT** shall provide the [landlord] **RENTAL PROPERTY OWNER** with  
17 written notice, signed by the [tenant] **RESIDENT** and notarized, by first-class mail or hand  
18 delivery stating that the [tenant] **RESIDENT** has vacated the leased premises.

19 (ii) On receiving a notice identified in subparagraph (i) of this  
20 paragraph, a [landlord] **RENTAL PROPERTY OWNER** shall inspect the leased premises  
21 and, if the [tenant] **RESIDENT** has vacated the leased premises, provide the [tenant]  
22 **RESIDENT** with a written statement that:

23 1. Confirms the [tenant] **RESIDENT** has vacated the leased  
24 premises;

25 2. States the rent that the [tenant] **RESIDENT** is responsible  
26 for under this subsection; and

27 3. States the amount of rent still owed by the [tenant]  
28 **RESIDENT** or the amount of any overpayment of rent to be refunded.

29 (iii) For the purpose of calculating the rent that a [tenant]  
30 **RESIDENT** is responsible for under this subsection, the [tenant] **RESIDENT** shall be  
31 deemed to have vacated the leased premises:

32 1. If notice is delivered by first-class mail, on the date the  
33 notice was postmarked; or

34 2. If notice is hand delivered, on the date the notice was hand

1 delivered to the [landlord] **RENTAL PROPERTY OWNER**.

2 (iv) A [tenant] **RESIDENT** who vacates the leased premises earlier  
3 than 30 days after the date the [tenant] **RESIDENT** provided written notice of an intent to  
4 vacate and who fails to provide the written notice required under this paragraph shall be  
5 responsible for the maximum rent required under paragraph (1) of this subsection.

6 (d) If a [tenant] **RESIDENT** does not vacate the leased premises within 30 days of  
7 providing to the [landlord] **RENTAL PROPERTY OWNER** the written notice required under  
8 § 8-5A-03 of this subtitle, the [landlord] **RENTAL PROPERTY OWNER** is, at the  
9 [landlord's] **RENTAL PROPERTY OWNER'S** option and with written notice to the [tenant]  
10 **RESIDENT**, entitled to:

11 (1) All legal remedies against a [tenant] **RESIDENT** holding over available  
12 under § 8-402 of this title; or

13 (2) Deem the [tenant's] **RESIDENT'S** notice of an intent to vacate to have  
14 been rescinded and the terms of the original lease to be in full force and effect.

15 (e) The termination of a [tenant's] **RESIDENT'S** future liability under a  
16 residential lease under this section does not terminate or in any other way impact the  
17 future liability of a [tenant] **RESIDENT** who is the respondent in the action that results in:

18 (1) A protective order issued for the benefit of the victim [tenant]  
19 **RESIDENT** or victim legal occupant under § 4-506 of the Family Law Article; or

20 (2) A peace order issued for the benefit of the victim [tenant] **RESIDENT**  
21 or victim legal occupant under § 3-1505 of the Courts Article for which the underlying act  
22 was an act of abuse.

23 8-5A-03.

24 (a) If a [tenant] **RESIDENT** or legal occupant is a victim of abuse, the [tenant]  
25 **RESIDENT** may terminate the [tenant's] **RESIDENT'S** future liability under a residential  
26 lease under § 8-5A-02 of this subtitle if the [tenant] **RESIDENT** provides the [landlord]  
27 **RENTAL PROPERTY OWNER** with written notice by first-class mail or hand delivery of an  
28 intent to vacate the leased premises, including the [tenant's] **RESIDENT'S** or legal  
29 occupant's status as a victim of abuse.

30 (b) The notice provided under subsection (a) of this section shall include:

31 (1) A copy of a protective order issued for the benefit of the [tenant]  
32 **RESIDENT** or legal occupant under § 4-506 of the Family Law Article;

33 (2) A copy of a peace order issued for the benefit of the [tenant] **RESIDENT**

1 or legal occupant under § 3–1505 of the Courts Article for which the underlying act was an  
2 act of abuse; or

3 (3) A copy of a report by a qualified third party, provided that:

4 (i) The name and physical description of the alleged perpetrator are  
5 redacted; and

6 (ii) The report was signed by the qualified third party within the  
7 preceding 60 days.

8 8–5A–04.

9 (a) This section applies to an action for possession of property under § 8–402.1 of  
10 this title against a [tenant] **RESIDENT** or legal occupant who is a victim of abuse.

11 (b) (1) A [tenant] **RESIDENT** is deemed to have raised a rebuttable  
12 presumption that the alleged breach of the lease does not warrant an eviction if the [tenant]  
13 **RESIDENT** provides to the court:

14 (i) A copy of a protective order issued for the benefit of the [tenant]  
15 **RESIDENT** or legal occupant under § 4–506 of the Family Law Article;

16 (ii) A copy of a peace order issued for the benefit of the [tenant]  
17 **RESIDENT** or legal occupant under § 3–1505 of the Courts Article for which the underlying  
18 act was an act of abuse; or

19 (iii) A report by a qualified third party, provided that:

20 1. The name and physical description of the alleged  
21 perpetrator are redacted; and

22 2. The alleged breach of the lease occurred within 60 days of  
23 the date the report was signed by the qualified third party.

24 (2) If an act of abuse is raised as a defense in an action for possession of  
25 property under § 8–402.1 of this title, the court, in its discretion, may enter a judgment in  
26 favor of a [tenant] **RESIDENT** who does not provide the evidence described in paragraph  
27 (1) of this subsection.

28 8–5A–05.

29 (a) A person who is a victim of abuse and who is a [tenant] **RESIDENT** under a  
30 residential lease may provide to the [landlord] **RENTAL PROPERTY OWNER** a written  
31 request to change the locks of the leased premises if the protective order or peace order  
32 issued for the benefit of the [tenant] **RESIDENT** or legal occupant requires the respondent

1 to refrain from entering or to vacate the residence of the [tenant] **RESIDENT** or legal  
2 occupant.

3 (b) The written request provided under subsection (a) of this section shall include:

4 (1) A copy of a protective order issued for the benefit of the [tenant]  
5 **RESIDENT** or legal occupant under § 4–506 of the Family Law Article; or

6 (2) A copy of a peace order issued for the benefit of the [tenant] **RESIDENT**  
7 or legal occupant under § 3–1505 of the Courts Article for which the underlying act was an  
8 act of abuse.

9 (c) (1) The [landlord] **RENTAL PROPERTY OWNER** shall change the locks on  
10 the leased premises by the close of the next business day after receiving a written request  
11 under subsection (a) of this section.

12 (2) If the [landlord] **RENTAL PROPERTY OWNER** fails to change the locks  
13 as required under paragraph (1) of this subsection, the [tenant] **RESIDENT**:

14 (i) May have the locks changed by a certified locksmith on the leased  
15 premises without permission from the [landlord] **RENTAL PROPERTY OWNER**; and

16 (ii) Shall give a duplicate key to the [landlord] **RENTAL PROPERTY**  
17 **OWNER** or the [landlord's] **RENTAL PROPERTY OWNER'S** agent by the close of the next  
18 business day after the lock change.

19 (d) If a [landlord] **RENTAL PROPERTY OWNER** changes the locks on a [tenant's]  
20 **RESIDENT'S** leased premises under subsection (c) of this section, the [landlord] **RENTAL**  
21 **PROPERTY OWNER**:

22 (1) Shall provide a copy of the new key to the [tenant] **RESIDENT** who  
23 made the request for the change of locks at a mutually agreed time not to exceed 48 hours  
24 following the lock change; and

25 (2) May charge a fee to the [tenant] **RESIDENT** not exceeding the  
26 reasonable cost of changing the locks.

27 (e) (1) If a [landlord] **RENTAL PROPERTY OWNER** charges a fee to the  
28 [tenant] **RESIDENT** for changing the locks on a [tenant's] **RESIDENT'S** leased premises  
29 under subsection (d) of this section, the [tenant] **RESIDENT** shall pay the fee within 45  
30 days of the date the locks are changed.

31 (2) If a [tenant] **RESIDENT** does not pay a fee as required under paragraph  
32 (1) of this subsection, the [landlord] **RENTAL PROPERTY OWNER** may:

1 (i) Charge the fee as additional rent; or

2 (ii) Withhold the amount of the fee from the [tenant's] **RESIDENT'S**  
3 security deposit.

4 8-5A-06.

5 A [landlord] **RENTAL PROPERTY OWNER** may not disclose any information  
6 provided by a [tenant] **RESIDENT** under this subtitle to a third party unless:

7 (1) The [tenant] **RESIDENT** consents in writing to the disclosure; or

8 (2) The disclosure is required by law or a court order.

9 8-603.

10 (a) A provision contained within a residential lease in which a [tenant]  
11 **RESIDENT** is occupying the space as that [tenant's] **RESIDENT'S** primary residence which  
12 waives a trial by jury shall be invalid and unenforceable.

13 8-1001.

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

15 (b) "Covered individual" means a defendant [tenant] **RESIDENT** of a residential  
16 rental property in a failure to pay rent case filed under § 8-401 of this title.

17 (c) "Designated organization" means the fiscal and administrative agent of a  
18 county's local workforce development board.

19 (d) "Pilot Program" means the Rent Court Workforce Solutions Pilot Program.

20 11-102.1.

21 (a) (1) (i) **1.** Before a residential rental facility is subjected to a  
22 condominium regime, the owner, and the [landlord] **RENTAL PROPERTY OWNER** of each  
23 [tenant] **RESIDENT** in possession of any portion of the residential rental facility as his  
24 residence, if other than the owner, shall give the [tenant] **RESIDENT** a notice in the form  
25 specified in subsection (f) of this section.

26 **2.** The notice shall be given after registration with the  
27 Secretary of State under § 11-127 of this title and concurrently and together with any offer  
28 required to be given under § 11-136 of this title.

29 (ii) If an offer required to be given under § 11-136 of this title is not  
30 given to a [tenant] **RESIDENT** concurrently with the notice described in subparagraph (i)

1 of this paragraph, the 180-day period that is triggered by receipt of the notice under this  
2 section does not begin until the [tenant] **RESIDENT** receives the purchase offer.

3 (2) (I) The owner and the [landlord] **RENTAL PROPERTY OWNER**, if  
4 other than the owner, shall inform in writing each [tenant] **RESIDENT** who first leases any  
5 portion of the premises as his residence after the giving of the notice required by this  
6 subsection that the notice has been given.

7 (II) The [tenant] **RESIDENT** shall be informed at or before the  
8 signing of lease or the taking of possession, whichever occurs first.

9 (3) A copy of the notice, together with a list of each [tenant] **RESIDENT** to  
10 whom the notice was given, shall be given to the Secretary of State at the time the notice  
11 is given to each [tenant] **RESIDENT**.

12 (b) The notice and the purchase offer shall be considered to have been given to  
13 each [tenant] **RESIDENT** if delivered by hand to the [tenant] **RESIDENT** or mailed,  
14 certified mail, return receipt requested, postage prepaid, to the [tenant's] **RESIDENT'S**  
15 last-known address.

16 (c) A [tenant] **RESIDENT** leasing any portion of the residential rental facility as  
17 [his] **THE RESIDENT'S** residence at the time the notice referred to in subsection (a) of this  
18 section is given to [him] **THE RESIDENT** may not be required to vacate the premises prior  
19 to the expiration of 180 days from the giving of the notice except for:

20 (1) Breach of a covenant in his lease occurring before or after the giving of  
21 the notice;

22 (2) Nonpayment of rent occurring before or after the giving of the notice; or

23 (3) Failure of the [tenant] **RESIDENT** to vacate the premises at the time  
24 that is indicated by the [tenant] **RESIDENT** in a notice given to [his landlord] **A RENTAL**  
25 **PROPERTY OWNER** under subsection (e) of this section.

26 (d) (1) The lease term of any [tenant] **RESIDENT** leasing any portion of the  
27 residential rental facility as [his] **THE RESIDENT'S** residence at the time the notice  
28 referred to in subsection (a) of this section is given to [him] **THE RESIDENT** and which  
29 lease term would ordinarily terminate during the 180-day period shall be extended until  
30 the expiration of the 180-day period.

31 (2) The extended term shall be at the same rent and on the same terms and  
32 conditions as were applicable on the last day of the lease term.

33 (e) Any [tenant] **RESIDENT** leasing any portion of the residential rental facility  
34 as [his] **THE RESIDENT'S** residence at the time the notice referred to in subsection (a) of

1 this section is given to [him] **THE RESIDENT** may terminate [his] **THE** lease, without  
2 penalty for termination upon at least 30 days' written notice to [his landlord] **THE RENTAL**  
3 **PROPERTY OWNER.**

4 (f) The notice referred to in subsection (a) of this section shall be sufficient for the  
5 purposes of this section if it is in substantially the following form. As to rental facilities  
6 containing less than 10 units, "Section 2" of the notice is not required to be given.

7 "NOTICE OF INTENTION TO CREATE A CONDOMINIUM

8 ..... (Date)

9 This is to inform you that the rental facility known as ..... may  
10 be converted to a condominium regime in accordance with the Maryland Condominium Act.  
11 You may be required to move out of your residence after 180 days have passed from the  
12 date of this notice, or in other words, after ..... (Date).

13 Section 1

14 Rights that apply to all [tenants] **RESIDENTS**

15 If you are a [tenant] **RESIDENT** in this rental facility and you have not already given  
16 notice that you intend to move, you have the following rights, provided you have previously  
17 paid your rent and continue to pay your rent and abide by the other conditions of your lease.

18 (1) You may remain in your residence on the same rent, terms, and  
19 conditions of your existing lease until either the end of your lease term or until  
20 ..... (Date) (the end of the 180-day period), whichever is later. If your lease term  
21 ends during the 180-day period, it will be extended on the same rent, terms, and conditions  
22 until ..... (Date) (the end of the 180-day period). In addition, certain households  
23 may be entitled to extend their leases beyond the 180 days as described in Section 2.

24 (2) You have the right to purchase your residence before it can be sold  
25 publicly. A purchase offer describing your right to purchase is required to be included with  
26 this notice. If a purchase offer is not included with this notice, the 180-day period that you  
27 may remain in your residence does not begin until you receive the purchase offer.

28 (3) If you do not choose to purchase your unit, and the annual income for  
29 all present members of your household did not exceed ..... (the applicable income  
30 eligibility figure or figures for the appropriate area) for 20..., you are entitled to receive  
31 \$375 when you move out of your residence. You are also entitled to be reimbursed for  
32 moving expenses as defined in the Maryland Condominium Act over \$375 up to \$750 which  
33 are actually and reasonably incurred. If the annual income for all present members of your  
34 household did exceed ..... (the applicable income eligibility figure or figures for the  
35 appropriate area) for 20..., you are entitled to be reimbursed up to \$750 for moving  
36 expenses as defined in the Maryland Condominium Act actually and reasonably incurred.  
37 To receive reimbursement for moving expenses, you must make a written request,

1 accompanied by reasonable evidence of your expenses, within 30 days after you move. You  
2 are entitled to be reimbursed within 30 days after your request has been received.

3 (4) If you want to move out of your residence before the end of the 180-day  
4 period or the end of your lease, you may cancel your lease without penalty by giving at least  
5 30 days prior written notice. However, once you give notice of when you intend to move, you  
6 will not have the right to remain in your residence beyond that date.

## 7 Section 2

### 8 Right to 3-year lease extension or 3-month rent payment 9 for certain individuals with disabilities and senior citizens

10 The developer who converts this rental facility to a condominium must offer extended  
11 leases to qualified households for up to 20 percent of the units in the rental facility.  
12 Households which receive extended leases will have the right to continue renting their  
13 residences for at least 3 years from the date of this notice. A household may cancel an  
14 extended lease by giving 3 months' written notice if more than 1 year remains on the lease,  
15 and 1 month's written notice if less than 1 year remains on the lease.

16 Rents under these extended leases may only be increased once a year and are limited  
17 by increases in the cost of living index. Read the enclosed lease to learn the additional rights  
18 and responsibilities of [tenants] **RESIDENTS** under extended leases.

19 In determining whether your household qualifies for an extended lease, the following  
20 definitions apply:

21 (1) (i) "Disability" means:

22 1. A physical or mental impairment that substantially limits  
23 one or more of an individual's major life activities; or

24 2. A record of having a physical or mental impairment that  
25 substantially limits one or more of an individual's major life activities.

26 (ii) "Disability" does not include the current illegal use of or  
27 addiction to:

28 1. A controlled dangerous substance as defined in § 5-101 of  
29 the Criminal Law Article; or

30 2. A controlled substance as defined in 21 U.S.C. § 802.

31 (2) "Senior citizen" means a person who is at least 62 years old on the date  
32 of this notice.

33 (3) "Annual income" means the total income from all sources for all present

1 members of your household for the income tax year immediately preceding the year in  
2 which this notice is issued but shall not include unreimbursed medical expenses if the  
3 [tenant] **RESIDENT** provides reasonable evidence of the unreimbursed medical expenses  
4 or consents in writing to authorize disclosure of relevant information regarding medical  
5 expense reimbursement at the time of applying for an extended lease. "Total income" means  
6 the same as "gross income" as defined in § 9-104(a)(7) of the Tax – Property Article.

7 (4) "Unreimbursed medical expenses" means the cost of medical expenses  
8 not otherwise paid for by insurance or some other third party, including medical and  
9 hospital insurance premiums, co-payments, and deductibles; Medicare A and B premiums;  
10 prescription medications; dental care; vision care; and nursing care provided at home or in  
11 a nursing home or home for the aged.

12 To qualify for an extended lease you must meet all of the following criteria:

13 (1) A member of the household must be an individual with a disability or a  
14 senior citizen and must be living in your unit as of the date of this notice and must have  
15 been a member of your household for at least 12 months preceding the date of this notice;  
16 and

17 (2) Annual income for all present members of your household must not  
18 have exceeded ..... (the applicable income eligibility figure or figures for the  
19 appropriate area) for 20.....; and

20 (3) You must be current in your rental payments and otherwise in good  
21 standing under your existing lease.

22 If you meet all of these qualifications and desire an extended lease, then you must  
23 complete the enclosed form and execute the enclosed lease and return them. The completed  
24 form and executed lease must be received at the office listed below within 60 days of the  
25 date of this notice, or in other words, by ..... (Date). If your completed form and  
26 executed lease are not received within that time, you will not be entitled to an extended  
27 lease.

28 If the number of qualified households requesting extended leases exceeds the 20  
29 percent limitation, priority will be given to qualified households who have lived in the  
30 rental facility for the longest time.

31 Due to the 20 percent limitation your application for an extended lease must be  
32 processed prior to your lease becoming final. Your lease will become final if it is determined  
33 that your household is qualified and falls within the 20 percent limitation.

34 If you return the enclosed form and lease by ..... (Date) you will be notified  
35 within 75 days of the date of this notice, or in other words, by ..... (Date), whether  
36 you are qualified and whether your household falls within the 20 percent limitation.

37 You may apply for an extended lease and, at the same time, choose to purchase your

1 unit. If you apply for and receive an extended lease, your purchase contract will be void. If  
2 you do not receive an extended lease, your purchase contract will be effective and you will  
3 be obligated to buy your unit.

4 If you qualify for an extended lease, but due to the 20 percent limitation, your lease  
5 is not finalized, the developer must pay you an amount equal to 3 months' rent within 15  
6 days after you move. You are also entitled to up to \$750 reimbursement for your moving  
7 expenses, as described in Section 1.

8 If you qualify for an extended lease, but do not want one, you are also entitled to both  
9 the moving expense reimbursement previously described, and the payment equal to 3  
10 months' rent. In order to receive the 3 month rent payment, you must complete and return  
11 the enclosed form within 60 days of the date of this notice or by ..... (Date), but  
12 you should not execute the enclosed lease.

13 All application forms, executed leases, and moving expense requests should be  
14 addressed or delivered to:

15 .....  
16 .....  
17 ....."

18 (g) A declaration may not be received for record unless there is attached thereto  
19 an affirmation of the developer in substantially the following form:

20 "I hereby affirm under penalty of perjury that the notice requirements of § 11-102.1  
21 of the Real Property Article, if applicable, have been fulfilled.

22 Developer

23 By ....."

24 (h) Failure of a [landlord] **RENTAL PROPERTY OWNER** or owner to give notice  
25 as required by this section is a defense to an action for possession.

26 (i) Failure to fulfill the provisions of this section does not affect the validity of a  
27 condominium regime otherwise established in accordance with the provisions of this title.

28 (j) This section does not apply to any [tenant] **RESIDENT** whose lease term  
29 expires during the 180-day period and who has given notice of his intent not to renew the  
30 lease prior to the giving of the notice required by subsection (a) of this section.

31 (k) (1) A [tenant] **RESIDENT** may not waive his rights under this section  
32 except as provided under § 11-137 of this title.

1           (2) At the expiration of the 180-day period a [tenant] **RESIDENT** shall  
2 become a [tenant] **RESIDENT** from month-to-month subject to the same rent, terms, and  
3 conditions as those existing at the giving of the notice required by subsection (a) of this  
4 section, if the [tenant's] **RESIDENT'S** initial lease has expired and the [tenant] **RESIDENT**  
5 has not:

6                   (i) Entered into a new lease;

7                   (ii) Vacated under subsection (e) of this section; or

8                   (iii) Been notified in accordance with applicable law prior to the  
9 expiration of the 180-day period that he must vacate at the end of that period.

10 11-102.2.

11           (b) The owner of a residential facility may not terminate the lease of any [tenant]  
12 **RESIDENT** occupying any portion of the owner's residential facility in order to avoid such  
13 owner's obligation to give the [tenant] **RESIDENT** the notice required under § 11-102.1 of  
14 this title.

15           (g) If an application for registration is rejected by the Secretary of State pursuant  
16 to subsection (d) of this section, or if a registration is revoked by the Secretary of State  
17 pursuant to subsection (e) of this section, the Secretary of State may not accept the  
18 application or reinstate the registration unless and until the owner has tendered to every  
19 [tenant] **RESIDENT** whose lease was terminated in violation of subsection (a) of this section  
20 an award for reasonable expenses.

21 11-111.

22           (a) (1) The council of unit owners or the body delegated in the bylaws of a  
23 condominium to carry out the responsibilities of the council of unit owners may adopt rules  
24 for the condominium if:

25                   (ii) Subject to paragraph (2) of this subsection, before a vote is taken  
26 on the proposed rule, an open meeting is held to allow each unit owner or [tenant]  
27 **RESIDENT** to comment on the proposed rule; and

28           (c) (1) Each unit owner or [tenant] **RESIDENT** may request an individual  
29 exception to a rule adopted while the individual was the unit owner or [tenant] **RESIDENT**  
30 of the condominium.

31 11-136.

32           (a) (1) **(I)** An owner required to give notice under § 11-102.1 of this title  
33 shall offer in writing to each [tenant] **RESIDENT** entitled to receive that notice the right to  
34 purchase that portion of the property occupied by the [tenant] **RESIDENT** as [his] **THE**

1 **RESIDENT'S** residence.

2 (II) The offer shall be at a price and on terms and conditions at least  
3 as favorable as the price, terms, and conditions offered for that portion of the property to  
4 any other person during the 180-day period following the giving of the notice required by  
5 § 11-102.1 of this title.

6 (III) Settlement cannot be required any earlier than 120 days after  
7 the offer is accepted by the [tenant] **RESIDENT**.

8 (2) The offer to each [tenant] **RESIDENT** shall be made concurrently with  
9 the giving of the notice required by § 11-102.1 of this title, shall be a part of that notice,  
10 and shall state at least the following:

11 (i) That the offer will terminate upon the earlier to occur of  
12 termination of the lease by the [tenant] **RESIDENT** or 60 days after delivery;

13 (ii) That acceptance of the offer by a [tenant] **RESIDENT** who meets  
14 the criteria for an extended lease under § 11-137(b) of this title is contingent upon the  
15 [tenant] **RESIDENT** not receiving an extended lease;

16 (iii) That settlement cannot be required any earlier than 120 days  
17 after acceptance by the [tenant] **RESIDENT**; and

18 (iv) 1. That the household is entitled to reimbursement for  
19 moving expenses as provided in subsection (h) of this section.

20 2. Delivery of a notice in the form specified in § 11-102.1(f)  
21 of this title meets the requirements of this subparagraph.

22 (3) If the offer to the [tenant] **RESIDENT** under this subsection is not  
23 included with the notice required by § 11-102.1 of this title, the 180-day period during  
24 which the [tenant] **RESIDENT** is entitled to remain in the [tenant's] **RESIDENT'S** residence  
25 does not begin until the [tenant] **RESIDENT** receives the offer.

26 (b) (1) (I) Notwithstanding the provisions of subsection (a) of this section,  
27 an owner may make any alterations or additions to the size, location, configuration, and  
28 physical condition of the property.

29 (II) The developer is not required to make the boundaries of any  
30 portion of the property occupied by a [tenant] **RESIDENT** as the [tenant's] **RESIDENT'S**  
31 residence coincide with the boundaries of a unit.

32 (2) (I) In the event the boundaries of any portion of the property  
33 occupied by a [tenant] **RESIDENT** as the [tenant's] **RESIDENT'S** residence do not coincide

1 with the boundaries of a unit, then, to the extent reasonable and practicable, the owner  
2 shall offer in writing to that [tenant] **RESIDENT** the right to purchase a substantially  
3 equivalent portion of the property.

4 (II) The offer shall be at a price and on terms and conditions at least  
5 as favorable as the price, terms and conditions offered for that portion of the property to  
6 any other person and shall contain the statements required by subsection (a)(2) of this  
7 section.

8 (c) Unless written acceptance of an offer made under subsection (a) or (b) of this  
9 section is sooner delivered to the owner by the [tenant] **RESIDENT**, the offer shall  
10 terminate, without further act, upon the earlier to occur of:

11 (1) Termination of the lease by the [tenant] **RESIDENT**; or

12 (2) 60 days after the offer is delivered to the [tenant] **RESIDENT**.

13 (d) Acceptance of an offer by a [tenant] **RESIDENT** who meets the criteria for an  
14 extended lease under § 11–137(b) of this title shall be contingent upon the [tenant]  
15 **RESIDENT** not receiving an extended lease.

16 (e) If the offer terminates, the owner may not offer to sell that unit at a price or  
17 on terms and conditions more favorable to the offeree than the price, terms, and conditions  
18 offered to the [tenant] **RESIDENT** during the 180–day period following the giving of the  
19 notice required by § 11–102.1 of this title.

20 (f) Within 75 days after the giving of the notice required by § 11–102.1 of this  
21 title, the developer shall provide to any county, incorporated municipality or housing  
22 agency which has a right to purchase units in the rental facility under § 11–139 of this title  
23 a list of the names and units of all [tenants] **RESIDENTS** who have validly accepted offers  
24 made under this section within 60 days of the giving of the notice required by § 11–102.1 of  
25 this title, except those offers which have terminated because of the granting of an extended  
26 lease under § 11–137 of this title.

27 11–137.

28 (a) (1) In this section the following words have the meanings indicated.

29 (2) “Annual income” means the total income from all sources, of a  
30 designated household, for the income tax year immediately preceding the year in which the  
31 notice is given under § 11–102.1 of this title, whether or not included in the definition of  
32 gross income for federal or State tax purposes. For purposes of this section, the inclusions  
33 and exclusions from annual income are the same as those listed in § 9–104(a)(8) of the Tax  
34 – Property Article, “gross income” as that term is defined for the property tax credits for  
35 homeowners by reason of income and age, but shall not include unreimbursed medical  
36 expenses if the [tenant] **RESIDENT** provides reasonable evidence of the unreimbursed

1 medical expenses or consents in writing to authorize disclosure of relevant information  
2 regarding medical expense reimbursement at the time of applying for an extended lease.

3 (b) A developer may not grant a unit in a rental facility occupied by a designated  
4 household entitled to receive the notice required by § 11–102.1 of this title without offering  
5 to the [tenant] **RESIDENT** of the unit a lease extension for a period of at least 3 years from  
6 the giving of the notice required by § 11–102.1 of this title, if the household meets the  
7 following criteria:

8 (1) Had an annual income which did not exceed the income eligibility figure  
9 applicable for the county or incorporated municipality in which the rental facility is located,  
10 as provided under subsection (n) of this section;

11 (2) Is current in its rent payment and has not violated any other material  
12 term of the lease; or

13 (3) Has provided the developer within 60 days after the giving of the notice  
14 required by § 11–102.1 of this title with an affidavit under penalty of perjury:

15 (i) Stating that the household is applying for an extended lease  
16 under this section;

17 (ii) Setting forth the household's annual income for the calendar  
18 year preceding the giving of the notice required by § 11–102.1 of this title together with  
19 reasonable supporting documentation of the household income and, where applicable, of  
20 unreimbursed medical expenses or a written authorization for disclosure of relevant  
21 information regarding medical expense reimbursement by doctors, hospitals, clinics,  
22 insurance companies, or similar persons, entities, or organizations that provide medical  
23 treatment coverage to the household;

24 (iii) Setting forth facts showing that a member of the household is  
25 either an individual with a disability or a senior citizen who, in either event, has been a  
26 member of the household for at least 12 months preceding the giving of the notice required  
27 by § 11–102.1 of this title; and

28 (iv) Has executed an extended lease and returned it to the developer  
29 within 60 days after the giving of the notice required by § 11–102.1 of this title.

30 (c) The developer shall deliver to each [tenant] **RESIDENT** entitled to receive the  
31 notice required by § 11–102.1 of this title, simultaneously with the notice:

32 (1) An application on which may be included all of the information required  
33 by subsection (b)(3) of this section;

34 (2) A lease containing the terms required by this section and clearly  
35 indicating that the lease will be effective only if:

1 (i) The [tenant] **RESIDENT** executes and returns the lease not later  
2 than 60 days after the giving of the notice required by § 11–102.1 of this title; and

3 (ii) The household is allocated 1 of the units required to be made  
4 available to qualified households based on its ranking under subsection (k) of this section  
5 and the number of [tenant] **RESIDENT** executing and returning leases;

6 (3) A notice, delivered in the form specified in § 11–102.1(f) of this title,  
7 setting forth the rights and obligations of the [tenant] **RESIDENT** under this section; and

8 (4) A copy of the public offering statement which is registered with the  
9 Secretary of State.

10 (l) (1) If a conversion to condominium involves substantial rehabilitation or  
11 reconstruction of such a nature that the work involved does not permit the continued  
12 occupancy of a unit because of danger to the health and safety of the [tenants] **RESIDENTS**,  
13 then any designated household executing an extended lease under the provisions of this  
14 section may be required to vacate their unit not earlier than the expiration of the 180–day  
15 period and to relocate at the expense of the developer in a comparable unit in the rental  
16 facility to permit such work to be performed.

17 11–138.

18 (d) The provisions of any local law or ordinance adopted under this section shall  
19 not apply to any of the following transfers of a rental facility:

20 (4) Any transfer of the interest of one [co-tenant] **CO-RESIDENT** to  
21 another [co-tenant] **CO-RESIDENT** by operation of law or otherwise;

22 11–139.

23 (a) (1) **(I)** A county or an incorporated municipality may provide by local  
24 law or ordinance, that a unit in a rental facility occupied by a [tenant] **RESIDENT** entitled  
25 to receive the notice required by § 11–136 of this title may not be granted unless the county,  
26 incorporated municipality, or housing agency has first been offered in writing the right to  
27 purchase the unit at the same price and on the same terms and conditions initially offered  
28 for that unit to any other person.

29 **(II)** The local law or ordinance shall designate the title and mailing  
30 address of the person to whom the offer to the county, incorporated municipality or housing  
31 agency is to be delivered and the title of the person who may accept the offer on behalf of  
32 the county, incorporated municipality or housing agency.

33 (2) **(I)** The local law or ordinance shall provide that the offer to the  
34 county, incorporated municipality or housing agency shall be made at the same time an  
35 offer is made to a [tenant] **RESIDENT** of the unit under § 11–136 of this title.

1           **(II)** If a [tenant] **RESIDENT** accepts an offer of a unit made under §  
2 11–136 of this title, then the rights of the county, incorporated municipality or housing  
3 agency to such unit under an offer made under this section, whether or not accepted, shall  
4 terminate.

5 14–128.

6           (b) Regardless of the terms of any contract, deed, covenant, restriction,  
7 instrument, declaration, rule, bylaw, lease agreement, rental agreement, or any other  
8 document concerning the display of flags or decorations by a homeowner or [tenant]  
9 **RESIDENT** on residential property, a homeowner or [tenant] **RESIDENT** may not be  
10 prohibited from displaying on the premises of the property in which the homeowner or  
11 [tenant] **RESIDENT** is entitled to reside one portable, removable flag of the United States  
12 in a respectful manner, consistent with 4 U.S.C. §§ 4 through 10, as amended, and subject  
13 to reasonable rules and regulations adopted pursuant to subsection (d) of this section.

14           (c) The terms of any contract, deed, covenant, restriction, instrument,  
15 declaration, rule, bylaw, lease agreement, rental agreement, or any other document  
16 concerning the display of flags or decorations by a homeowner or [tenant] **RESIDENT** on  
17 residential property may not prohibit or unduly restrict the right of a homeowner or  
18 [tenant] **RESIDENT** to display on the premises of the property in which the homeowner or  
19 [tenant] **RESIDENT** is entitled to reside one portable, removable flag of the United States  
20 in a respectful manner, consistent with 4 U.S.C. §§ 4 through 10, as amended, and subject  
21 to reasonable rules and regulations adopted under subsection (d) of this section.

22           (d) (1) Subject to paragraph (2) of this subsection, the board of directors of a  
23 condominium, homeowners association, or housing cooperative, or a [landlord] **RENTAL**  
24 **PROPERTY OWNER** may adopt reasonable rules and regulations regarding the placement  
25 and manner of display of the flag of the United States and a flagpole used to display the  
26 flag of the United States on the premises of the property in which the homeowner or  
27 [tenant] **RESIDENT** is entitled to reside.

28           (2) Before adopting any rules or regulations under paragraph (1) of this  
29 subsection, the board of directors of the condominium, homeowners association, or housing  
30 cooperative, or the [landlord] **RENTAL PROPERTY OWNER** shall:

31           (i) Hold an open meeting on the proposed rules and regulations for  
32 the purpose of providing affected homeowners and [tenants] **RESIDENTS** an opportunity  
33 to be heard; and

34           (ii) Provide advance notice of the time and place of the open meeting  
35 by publishing the notice in a community newsletter, on a community bulletin board, by  
36 means provided in the documents governing the condominium, homeowners association, or  
37 housing cooperative, or in the lease, or by other means reasonably calculated to inform the  
38 affected homeowners and [tenants] **RESIDENTS**.

1 14–130.

2 (c) A contract, deed, covenant, restriction, instrument, declaration, rule, bylaw,  
3 lease agreement, rental agreement, or any other document concerning the installation or  
4 use of clotheslines on single–family property may not prohibit a homeowner or [tenant]  
5 **RESIDENT** from installing or using clotheslines on single–family property.

6 (d) Notwithstanding any other provision of law or the terms of any contract, deed,  
7 covenant, restriction, instrument, declaration, rule, bylaw, lease agreement, rental  
8 agreement, or any other document concerning the installation or use of clotheslines on  
9 single–family property, a homeowner or [tenant] **RESIDENT** may not be prohibited from  
10 installing or using clotheslines on single–family property.

11 (f) Before adopting any restriction concerning the installation or use of  
12 clotheslines on single–family property, a [landlord] **RENTAL PROPERTY OWNER** or the  
13 governing body of a condominium, homeowners association, or housing cooperative shall:

14 (1) Hold an open meeting on the proposed restriction for the purpose of  
15 providing affected homeowners and [tenants] **RESIDENTS** an opportunity to be heard; and

16 (2) Provide advance notice of the time and place of the open meeting by  
17 publishing the notice:

18 (i) In a community newsletter;

19 (ii) On a community bulletin board;

20 (iii) By means provided in the lease or governing documents of the  
21 condominium, homeowners association, or housing cooperative; or

22 (iv) By other means reasonably calculated to inform the affected  
23 homeowners and [tenants] **RESIDENTS**.

24 14–133.

25 (a) (1) In this section the following words have the meanings indicated.

26 (4) “Eviction data” means, for each premises subject to a warrant,  
27 regardless of whether an eviction occurs, the following information:

28 (i) The name of the [landlord] **RENTAL PROPERTY OWNER** of the  
29 premises;

30 (ii) The street address, city, county, and zip code of the premises  
31 subject to the warrant;

- 1 (iii) The date of filing of the complaint and the type of action;
- 2 (iv) For a hearing or trial relating to the complaint:
- 3 1. Whether the [tenant] **RESIDENT** appeared at the hearing
- 4 or trial; and
- 5 2. Whether the [tenant] **RESIDENT** had legal
- 6 representation;
- 7 (v) The date of entry of a judgment for possession;
- 8 (vi) If applicable, whether the right of redemption was foreclosed at
- 9 the time of the entry of judgment for possession;
- 10 (vii) The date of issuance of the warrant; and
- 11 (viii) The outcome of the issuance of the warrant, including:
- 12 1. An eviction executed by a sheriff's office;
- 13 2. The cancellation of the warrant;
- 14 3. The expiration of the warrant; and
- 15 4. Any other outcome.

16 (6) "Warrant" means a warrant of restitution, a warrant issued to a sheriff

17 or constable commanding a tenant to deliver possession to a [landlord] **RENTAL**

18 **PROPERTY OWNER**, or a writ of possession, issued as the result of a judgment for

19 possession of residential property.

20 14–802.

21 This subtitle applies to an action for possession of real property filed on or after

22 November 1, 2023, by:

23 (1) A [landlord] **RENTAL PROPERTY OWNER** against a [tenant]

24 **RESIDENT** under § 8–401, § 8–402, or § 8–402.1 of this article; or

25 (2) A complainant against a person holding possession of real property

26 under § 14–132 of this title.

27 14–804.

1 On or after November 1, 2023, at the execution of a lease, the [landlord] **RENTAL**  
2 **PROPERTY OWNER** shall include with the lease a link to the fact sheet published on the  
3 Department of Agriculture's website under § 14–803 of this subtitle if the [landlord]  
4 **RENTAL PROPERTY OWNER** knows that a [tenant] **RESIDENT** possesses a pet.

5 14–806.

6 (a) (1) Subject to paragraph (2) of this subsection, when possession of real  
7 property is delivered to a [landlord] **RENTAL PROPERTY OWNER** or complainant following  
8 an action under § 8–401, § 8–402, or § 8–402.1 of this article or § 14–132 of this title, the  
9 sheriff, constable, or other official shall:

10 (i) Immediately inspect the premises for any pet; and

11 (ii) Provide to the [tenant] **RESIDENT** or person who was holding  
12 possession of the real property any pet on the premises belonging to the [tenant] **RESIDENT**  
13 or person who was holding possession of the real property.

14 (2) If the [tenant] **RESIDENT** or person who was holding possession of real  
15 property is not present at the time the real property is delivered to a [landlord] **RENTAL**  
16 **PROPERTY OWNER** or complainant, the sheriff, constable, or other official shall:

17 (i) Contact an animal shelter or animal rescue organization to take  
18 custody of the pet;

19 (ii) Provide the [tenant] **RESIDENT** or person who was holding  
20 possession of the real property with the name and contact information of the animal shelter  
21 or animal rescue organization where the pet is taken; and

22 (iii) Provide the animal shelter or animal rescue organization with  
23 the name and contact information, including the telephone number if available, of the  
24 [tenant] **RESIDENT** or person who was holding possession of the real property from which  
25 the pet was taken.

26 (b) A person may not remove a pet from real property delivered to a [landlord]  
27 **RENTAL PROPERTY OWNER** or complainant following an action under § 8–401, § 8–402,  
28 or § 8–402.1 of this article or § 14–132 of this title and leave the pet on public property or  
29 a public right-of-way.

30 15–102.

31 Unless otherwise specifically provided in this article, the provisions of this article  
32 are applicable on the effective date. In addition,

33 (17) Section 8–203(d) of this article applies to all security deposits held by a  
34 [landlord] **RENTAL PROPERTY OWNER** before July 1, 1972, with interest accruing from

1 July 1, 1972, and to all security deposits received by the [landlord] **RENTAL PROPERTY**  
2 **OWNER** on or after July 1, 1972, with interest accruing from the date of receipt.

### 3 **Article – State Government**

4 20–706.

5 (b) Except as provided in §§ 20–703 and 20–704 of this subtitle, a person may not:

6 (3) refuse to allow, at the expense of an individual with a disability,  
7 reasonable modifications of existing premises occupied or to be occupied by the individual,  
8 if:

9 (ii) for a rental dwelling, the [tenant] **RESIDENT** agrees that, when  
10 the [tenant] **RESIDENT** vacates the dwelling, the [tenant] **RESIDENT** will restore, at the  
11 [tenant's] **RESIDENT'S** expense, the interior of the dwelling to the condition that existed  
12 before the modification, except for reasonable wear and tear;

13 20–1028.

14 (b) (1) If the administrative law judge finds that a respondent has engaged or  
15 is about to engage in a discriminatory housing practice, the administrative law judge shall  
16 promptly issue an order for appropriate relief, which may include actual damages suffered  
17 by the aggrieved person and injunctive or other equitable relief.

18 (c) An order issued under subsection (b) of this section may not affect any  
19 contract, sale, encumbrance, or lease consummated before the issuance of the order and  
20 involving a bona fide purchaser, encumbrancer, or [tenant] **RESIDENT** without actual  
21 notice of the charge filed under this part.

### 22 **Article – Tax – Property**

23 9–219.

24 (a) The Mayor and City Council of Baltimore City or the governing body of a  
25 county or of a municipal corporation may grant, by law, a property tax credit against the  
26 county or municipal corporation property tax imposed on rental dwellings of owners who  
27 provide reduced rents for any [tenant] **RESIDENT** who:

28 (1) is at least 65 years old;

29 (2) has been found permanently and totally disabled and has qualified for  
30 benefits under:

31 (i) the Social Security Act;

- 1 (ii) the Railroad Retirement Act;
- 2 (iii) any federal act for members of the United States armed forces;
- 3 or
- 4 (iv) any federal retirement system; or
- 5 (3) has been found permanently and totally disabled by a county health  
6 officer or the Baltimore City Commissioner of Health.

7 9–304.

8 (f) (1) (i) In this subsection the following words have the meanings  
9 indicated.

10 (ii) “Market–rate rental housing project” means a multifamily  
11 dwelling containing five or more units in which none of the units are subject to government  
12 restrictions on the amount of rent charged or the income level of the [tenant] **RESIDENT**.

13 SECTION 2. AND BE IT FURTHER ENACTED, That the publisher of the  
14 Annotated Code of Maryland, in consultation with and subject to the approval of the  
15 Department of Legislative Services, shall correct, with no further action required by the  
16 General Assembly, cross–references and terminology rendered incorrect by this Act. The  
17 publisher shall adequately describe any correction made in an editor’s note following the  
18 section affected.

19 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect  
20 October 1, 2026.