

HB 1220 Support Letter (2021)(FINAL).pdf

Uploaded by: Wilpone-Welborn, Kira

Position: FAV

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February 19, 2021

To: The Honorable Kumar P. Barve
Chair, Environment and Transportation Committee

From: Kira Wilpone-Welborn
Consumer Protection Division

Re: House Bill 1220 – Landlord and Tenant – Cancellation or Renewal of Lease –
Notification Requirement (SUPPORT)

The Consumer Protection Division of the Office of the Attorney General supports House Bill 1220 sponsored by Delegate Frank M. Conaway, Jr.

House Bill 1220 requires landlords who send a notice of non-renewal to a tenant via email to also send the notice of non-renewal to the tenant by first class mail within five (5) days of the email notification. Maryland law currently requires landlords to provide tenants written notice should the landlord decided not to renew a lease but is silent as to how such written notice must be provided, *e.g.*, by email, regular or certified mail, or hand-delivery. Requiring landlords who chose to provide the required notice via email to also provide the required notice by first class mail ensures that consumers receive the notice.

While email is a convenient method of communication for many consumers. Important and required notices sent only by email may never reach a tenant. For example, not all consumers regularly check personal email accounts. Emails can inadvertently be filtered into spam folders preventing receipt. The notice could be lost in a deluge of other emails. Or consumers may change email accounts during a tenancy and inadvertently forget to update a landlord. As such, providing notice by both email and first-class mail ensures the notice is not missed or overlooked; thus, providing such consumers ample opportunity to search for and secure alternative housing.

For these reasons, the Division requests that the Environment and Transportation Committee give House Bill 1220 a favorable report.

The Honorable Kumar Barve
House Bill 1220
February 19, 2021
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cc: The Honorable Frank M. Conaway, Jr.
Members, Environment and Transportation Committee

HB 1220.pdf

Uploaded by: Castelli, William

Position: FWA



**House Bill 1220 – Landlord and Tenant – Cancellation or Renewal of Lease --
Notification Requirement**

Position: Support with Amendment

The Maryland REALTORS® supports HB 1220 which would require a landlord to communicate with a tenant about the cancellation or renewal of a lease.

The legislation requires the landlord to also notify the tenant by first-class mail about the lease renewal even if the tenant or landlord agree to communicate by email. The REALTORS® would like to recommend that if the landlord has not heard back from the tenant via email only then would the landlord be required to send the first-class mail notice.

Amendment:

On page 1, in line 19, after “FIRST-CLASS MAIL” insert “IF”

On page 1, in line 20, strike “SENT” insert “SENT, THE TENANT HAS NOT ACKNOWLEDGED RECEIPT OF THE EMAIL.”

With these changes, the REALTORS® recommend a favorable report.

**For more information contact bill.castelli@mdrealtor.org,
susan.mitchell@mdrealtor.org, or lisa.may@mdrealtor.org**

Public Justice Center - FWA - HB 1220.pdf

Uploaded by: Shah, Zafar

Position: FWA



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HB 1220 - Landlord and Tenant – Cancellation or Renewal of Lease – Notification Requirement

Hearing before the House Environment and Transportation Committee, Feb. 23, 2021

Position: SUPPORT WITH AMENDMENTS

The Public Justice Center is a not-for-profit, civil legal aid organization that provides legal advice and representation to over 700 renters each year throughout Maryland. We work to prevent unwarranted evictions and to uphold our clients' rights, under contract and under law. In many eviction cases, a primary point of dispute is whether the landlord provided adequate notice to terminate the tenancy or to renew the tenancy. Public Justice Center is supportive of HB 1220 as this bill would require that a first-class mailing follow any electronically mailed notice within 5 days. Herein, we recommend important changes to the bill's language.

State laws that concern requisite notice of lease termination are silent on the method of delivery. For instance, Real Property Article § 8-402 provides that the landlord "shall give notice in writing one month before the expiration of the term" of the lease while § 8-402.1, concerning termination for breach of lease, requires the landlord to have "given the tenant 30 days' written notice that the tenant is in violation of the lease and the landlord desires to repossess the leased premises." Because these statutes leave the delivery method silent, lease termination notices run the gamut of delivery methods: certified mailing, first-class mailing, postings at the property, electronic mail, text messages, or often a combination. Generally, because no single delivery method is entirely reliable, combinations of notice are a best practice. HB 1220 focuses on one such combination.

As to electronic notices, PJC often finds that tenants have not received a notice allegedly delivered electronically because their landlords have sent the notice to an incorrect e-mail address or phone number. In some instances, even where the e-mail address or phone number is correct, our client may have been blocked from accessing their account or device, thereby effectively lacking notice of the lease termination or renewal. For these reasons, we support HB

1220's proposed combination of delivery methods, by which a first-class mailing would follow the landlord's electronic mailing.

However, we have two points of improvement in this bill's construction.

1. The bill ought to accommodate the fact that many rental agreements describe a specific delivery method, usually postal, for notices made between landlord and tenant, including notices of termination and notice of renewal. Additionally, it may also be the case that federal or local statutes do not permit notice of termination by electronic means. And finally, where landlords are permitted to send written notice electronically, some use text messaging or other electronic means other than e-mail.

For these reasons, we recommend that HB 1220 should not override contractual terms or conflict with statutes that require a stronger delivery method and, further, that HB 1220 should countenance the broad spectrum of electronic methods at issue. We offer the following amending language at page 1, line 17:

IF A LANDLORD, UNDER TERMS OF THE LEASE AGREEMENT OR AS EXPRESSLY ALLOWED BY APPLICABLE LAWS, ELECTRONICALLY NOTIFIES A TENANT [BY E-MAIL] ABOUT THE CANCELLATION

2. We further recommend that the follow-up period for first-class mailing, after electronic mailing of the notice, should not exceed 2 days. Assuming mailed delivery takes 3 days, the current five-day formulation of HB 1220 would mean that a tenant does not receive the postal-delivered notice until 8 days after electronic delivery. Consequently, some tenants will have lost 8 days off the effective notice period. In a typical lease non-renewal scenario, if e-mail was defective, the tenant would have only 22 days' notice, instead of 30 days.

By changing 5 days to 2 days in HB 1220, we can help to ensure that the tenant in this scenario effectively loses only 5 total days in that notice period. We offer this amending language at page 1, line 8:

NOTIFY THE TENANT BY FIRST-CLASS MAIL WITHIN [5] 2 DAYS AFTER THE DATE ON WHICH THE ORIGINAL E-MAIL WAS SENT.

We look forward to working with the sponsor of this legislation and hope that we can address these refinements.

Please issue a report of FAVORABLE WITH AMENDMENTS on HB 1220. If you have any questions, please contact Zafar Shah, shahz@publicjustice.org, (410) 625-9409 Ext. 237.

MBIA Testimony HB 1220.pdf

Uploaded by: Graf, Lori

Position: UNF

February 23, 2021

The Honorable Kumar P. Barve
Environment & Transportation Committee
House Office Building, Room 251,
6 Bladen St., Annapolis, MD, 21401

RE: HB 1220 Landlord and Tenant – Cancellation or Renewal of Lease – Notification Requirement

Dear Chairman Barve:

The Maryland Building Industry Association, representing 1,100 member firms statewide, appreciates the opportunity to participate in the discussion surrounding HB 1220 Landlord and Tenant – Cancellation or Renewal of Lease – Notification Requirement. MBIA **Opposes** the Act in its current version.

This bill would require a landlord to notify a tenant by first class mail in addition to email about the cancellation or renewal of an existing lease. MBIA respectfully opposes this measure. There is little value in forcing landlords into taking on the additional expense of a first-class mail when they have already contacted the tenant. Additionally, mail has recently become more unreliable due to Federal cutbacks and the COVID-19 pandemic. This makes it difficult to discern if the mail would arrive on time and if the landlord sent it promptly. If it is misplaced, the landlord may be on the hook for a violation of this law while having complied with it and end up in legal trouble due to circumstances beyond their control.

For these reasons, MBIA respectfully requests the Committee give this measure an unfavorable report. Thank you for your consideration.

For more information about this position, please contact Lori Graf at 410-800-7327 or lgraf@marylandbuilders.org.

cc: Members of the House Environment & Transportation Committee

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Uploaded by: Popham, Bryson

Position: UNF

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February 19, 2021

The Honorable Kumar P. Barve, Chairman
House Environment and Transportation Committee
Room 251 House Office Building
Annapolis, MD. 21401

RE: House Bill 1220 - Landlord and Tenant – Cancellation or Renewal of Lease – Notification Requirement
UNFAVORABLE

Dear Chairman Barve, Delegate Conaway and Members of the Committee,

I am writing on behalf of my client, the Building Owners and Managers Association of Greater Baltimore (BOMA), in opposition to House Bill 1220.

BOMA, through its nearly 300 members, represents owners and managers of all types of commercial property, comprising 143 million square feet of office, industrial and mixed use space in Baltimore and Central Maryland. BOMA members' facilities support over 19,000 jobs and contribute \$2.5 billion to the Maryland economy each year.

My client's opposition to this bill could be easily, and logically, removed with an amendment limiting its application to residential leases only. While notice requirements are a common feature of all leases, the commercial leases used by BOMA members are often quite specific in their notice requirements. Because both parties to a commercial lease are business entities, lease provisions like notice requirements can be negotiated by the parties.

It appears that the intent of House Bill 1220 is to provide an additional element of consumer protection to a tenant who receives notice of termination of a lease via email by adding the requirement of notice by regular mail as well. BOMA takes no position on the need for such additional notice in a residential lease; however, we respectfully suggest that no such need exists for commercial leases. Accordingly, should the Committee decide to give House Bill 1220 a favorable report, we respectfully request its limitation to residential leases only.

Very truly yours,



Bryson F. Popham, Esq.

cc: The Honorable Frank M. Conaway, Jr. at conaway@house.state.md.us
Kevin J. Bauer