

UNOFFICIAL COPY OF HOUSE BILL 691

HOUSE BILL 691

N1

3r1188  
CF SB 807

---

By: Delegate Stewart

Introduced and read first time: February 6, 2023

Assigned to: Environment and Transportation

---

A BILL ENTITLED

1 AN ACT concerning

2 Landlord and Tenant - Failure to Repair Serious and Dangerous Defects -  
3 Tenant Remedies  
4 (Tenant Safety Act)

5 FOR the purpose of establishing that a landlord that offers a dwelling for rent is deemed to  
6 warrant the dwelling fit for human habitation; adding certain mold hazards to the list of dangerous  
conditions and defects for which a tenant can obtain relief under the State's rent escrow statute;  
7 authorizing a single tenant or  
tenants' organization serving as the lead petitioner for a group of tenants to seek remedies  
8 on behalf of a group of tenants for a landlord's  
9 failure to repair serious and dangerous defects on the leased premises; authorizing  
10 a tenant, ~~group of tenants, or tenants' organization~~ to bring a civil action for money  
11 damages if a landlord fails to repair certain defects within a certain time period;  
12 requiring the award of reasonable attorney's fees to a ~~tenant, group of tenants, or~~  
tenants' organization tenant, a tenant serving as the lead petitioner for a group of tenants, or  
13 a group of tenants who prevails in a certain action; establishing that certain local  
14 laws ~~are preempted by the provisions of this Act~~ preempt certain provisions of this Act; and  
generally relating to remedies  
for a landlord's failure to repair serious and dangerous defects.

15 BY repealing and reenacting, with amendments,  
16 Article - Real Property  
17 Section 8-211 ~~and 8-211.1~~  
18 Annotated Code of Maryland  
19 (2015 Replacement Volume and 2022 Supplement)

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

22 Article - Real Property

23 8-211.

24 (a) (1) The purpose of this section is to provide tenants with a mechanism for  
25 encouraging the repair of serious and dangerous defects which exist within or as part of

2

## UNOFFICIAL COPY OF HOUSE BILL 691

1 any residential dwelling unit, or upon the property used in common of which the dwelling  
2 unit forms a part.

3 (2) The defects sought to be reached by this section are those which present  
4 a substantial and serious threat of danger to the life, health, and safety of the occupants of  
5 the dwelling unit, and not those which merely impair the aesthetic value of the premises,  
6 or which are, in those locations governed by such codes, housing code violations of a  
7 nondangerous nature.

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

11 (b) It is the public policy of [Maryland] THE STATE that meaningful sanctions be  
12 imposed [upon those who] ON A LANDLORD THAT allow dangerous conditions and defects  
13 to exist in leased premises, and that an effective mechanism be established for repairing  
14 these conditions and halting their creation.

15 (c) (1) [This] EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS  
16 SUBSECTION, THIS section applies to ALL residential dwelling units leased for the purpose  
17 of human habitation within the State [of Maryland. This section does not apply to farm  
18 tenancies.

19 (d) This section applies to all applicable dwelling units] whether they are [(1)  
20 publicly]:

21 (I) PUBLICLY or privately owned; or [(2) single]

22 (II) SINGLE or multiple units.

23 (2) THIS SECTION DOES NOT APPLY TO FARM TENANCIES.

24 [(e)] (D) [This section provides a remedy and imposes an obligation upon  
25 landlords] A LANDLORD THAT OFFERS A RESIDENTIAL DWELLING UNIT FOR RENT,  
26 WHETHER BY WRITTEN OR ORAL LEASE OR AGREEMENT, SHALL BE DEEMED TO  
27 WARRANT THAT THE RESIDENTIAL DWELLING UNIT IS FIT FOR HUMAN HABITATION  
28 AND THAT THE LANDLORD IS OBLIGATED to repair and eliminate conditions and defects  
29 which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and  
30 substantial threat to the life, health, or safety of occupants, including[, but not limited to]:

31 (1) Lack of heat, light, electricity, or hot or cold running water, except  
32 where the tenant is responsible for the payment of the utilities and the lack thereof is the  
33 direct result of the tenant's failure to pay the charges;

34 (2) Lack of adequate sewage disposal facilities;

3

UNOFFICIAL COPY OF HOUSE BILL 691

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

2 (4) The existence of any structural defect which presents a serious and  
 3 substantial threat to the physical safety of the occupants: ~~or~~

4 (5) The existence of any condition which presents a health or fire hazard to  
 5 the dwelling unit ; OR

(6) THE EXISTENCE OF MOLD IN A DWELLING UNIT WHICH PRESENTS A  
 SERIOUS AND SUBSTANTIAL THREAT TO THE HEALTH OF THE OCCUPANTS.

6 [(f)] (E) (1) This section does not [provide a remedy for the] APPLY TO A  
 7 landlord's failure to repair and eliminate minor defects or, in those locations governed by  
 8 such codes, housing code violations of a nondangerous nature.

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

12 [(1)] (I) Any defect which merely reduces the aesthetic value of the leased  
 13 premises, such as the lack of fresh paint, rugs, carpets, paneling, or other decorative  
 14 amenities;

15 [(2)] (II) Small cracks in the walls, floors, or ceilings;

16 [(3)] (III) The absence of linoleum or tile upon the floors, provided that they  
 17 are otherwise safe and structurally sound; or

18 [(4)] (IV) The absence of air conditioning.

19 [(g)] (F) (1) In order to employ the remedies provided by this section, [the] A  
 20 tenant, ~~OR A GROUP OF TENANTS OR TENANTS' ORGANIZATION UNDER SUBSECTION~~  
 21 ~~(j) OF THIS SECTION~~, shall notify the landlord of the existence of the defects or conditions.

22 (2) Notice shall be given by [(1) a]:

23 (I) A written communication sent by certified mail listing the  
 24 asserted conditions or defects[, or (2) actual];

25 (II) ACTUAL notice of the defects or conditions[.]; or [(3) a]

26 (III) A written violation, condemnation or other notice from an  
 27 appropriate State, county, municipal, or local government agency stating the asserted  
 28 conditions or defects.

29 [(h)] (G) (1) The landlord has a reasonable time after receipt of notice in  
 30 which to make the repairs or correct the conditions.

UNOFFICIAL COPY OF HOUSE BILL 691

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

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

6 [(i)] (H) If the landlord refuses to make the repairs or correct the conditions, or  
7 if after a reasonable time the landlord has failed to do so, the tenant may [bring]:

8 (1) BRING an action of rent escrow to pay rent into court because of the  
9 asserted defects or conditions[, or the tenant may refuse];

10 (2) BRING AN ACTION FOR ~~MONEY~~ DAMAGES AGAINST THE  
11 LANDLORD FOR BREACH OF THE WARRANTY OF HABITABILITY; ~~AND OR~~

12 (3) REFUSE to pay rent and raise the existence of the asserted defects or  
13 conditions as an affirmative defense to an action for distress for rent or to any complaint  
14 proceeding brought by the landlord to recover rent or the possession of the leased premises.

15 (1) (1) IN ADDITION TO AN INDIVIDUAL TENANT, AND SUBJECT TO THE  
16 NOTICE REQUIREMENTS OF SUBSECTION (F) OF THIS SECTION, ~~THE FOLLOWING~~  
17 ~~PARTIES MAY BRING AN ACTION UNDER SUBSECTION (H) (1) OR (2) OF THIS SECTION:~~

18 (H) ~~A TENANTS' ORGANIZATION ON BEHALF OF A GROUP OF~~  
19 ~~TENANTS; AND~~

20 (H) ~~A SINGLE TENANT AS A LEAD PETITIONER JOINED BY A~~  
21 ~~GROUP OF TENANTS;~~

22 (2) ~~FOR PURPOSES OF THIS SECTION, A GROUP OF TENANTS OR A~~  
23 ~~TENANTS' ORGANIZATION MAY BE INCORPORATED OR UNINCORPORATED;~~

24 (3) A TENANT SERVING AS THE LEAD PETITIONER AND JOINED BY ONE OR MORE TENANTS MAY  
BRING AN ACTION UNDER SUBSECTION (H)(1) OF THIS SECTION.

25 (2) AN ACTION UNDER THIS SUBSECTION SHALL BE LIMITED TO  
26 DWELLING UNITS IN A SINGLE BUILDING OR MULTIPLE BUILDINGS IN A SINGLE  
27 COMPLEX OR DEVELOPMENT THAT IS OWNED OR OPERATED BY THE SAME  
28 LANDLORD.

29 (4) (3) A PETITION FILED BY A ~~TENANTS' ORGANIZATION OR A SINGLE~~  
~~TENANT AS LEAD PETITIONER SHALL:~~

30 (I) ALLEGE THAT A THREAT TO LIFE, HEALTH, OR SAFETY  
31 EXISTS ~~OR EXISTED~~ IN A SUBSTANTIALLY SIMILAR OR RELATED MANNER IN MORE

UNOFFICIAL COPY OF HOUSE BILL 691

5

1 THAN ONE DWELLING UNIT;

2 (II) DESCRIBE EACH DWELLING UNIT THAT IS THE SUBJECT OF  
3 THE ACTION;

4 (III) INCLUDE THE NAME OF EACH TENANT ~~ON WHOSE BEHALF~~ ★  
5 ~~THE ACTION~~ IS MAINTAINED OR WHO HAS JOINED IN THE ACTION; AND

6 (IV) DESCRIBE THE FACTS ON WHICH THE CLAIM IS BASED.

7 (5) (4) (I) AFTER A PETITION IS FILED UNDER PARAGRAPH (1) OF THIS  
8 SUBSECTION, A TENANT OTHER THAN A TENANT IDENTIFIED IN THE PETITION MAY  
9 JOIN THE ACTION BY FILING A REQUEST WITH THE COURT WITHIN 30 DAYS OF THE  
10 COURT ESTABLISHING RENT ESCROW IN THE ACTION.

11 (II) A REQUEST FILED UNDER SUBPARAGRAPH (I) OF THIS  
12 PARAGRAPH SHALL DESCRIBE THE TENANT'S SPECIFIC UNIT AND , STATE THE FACTS  
13 ON WHICH THE TENANT IS BASING A CLAIM , AND STATE WHETHER THE TENANT REQUESTS TO PAY INTO THE COURT  
THE AMOUNT OF RENT REQUIRED BY THE LEASE OR, IF MODIFIED UNDER SUBSECTION (N) OF THIS SECTION, THE  
MODIFIED  
AMOUNT.

(5) (I) THE COURT SHALL ESTABLISH SEPARATE ESCROW  
ACCOUNTS FOR EACH TENANT WHO JOINS THE ACTION.

(II) ANY FUNDS PAID BY THE TENANT TO THE COURT SHALL BE  
CREDITED TO THE TENANT'S INDIVIDUAL ESCROW ACCOUNT.

(III) A TENANT WHO JOINS A RENT ESCROW ACTION INITIATED  
UNDER THIS SUBSECTION AND WHO DOES NOT PAY RENT INTO THE COURT MAY NOT RAISE  
THAT RENT ESCROW ACTION AS A DEFENSE UNDER SUBSECTION (H)(3) OF THIS  
SECTION.

(IV) FAILURE OF A TENANT PARTICIPATING IN A GROUP ACTION FOR  
RENT ESCROW UNDER THIS SUBSECTION TO PAY INTO THE TENANT'S INDIVIDUAL ESCROW  
ACCOUNT MAY NOT LIMIT THE RIGHTS OR REMEDIES AVAILABLE TO ANY OTHER TENANT  
PARTICIPATING UNDER THE SAME GROUP ACTION UNDER THIS SECTION.

14 (6) (I) PRIOR TO THE ENTRY OF A JUDGMENT UNDER THIS SUBSECTION,  
15 ANY TENANT JOINED IN THE ACTION MAY REQUEST TO LEAVE THE ACTION AND MAY  
16 PURSUE ANY REMEDY INDIVIDUALLY WITHOUT PREJUDICE.

(II) IF THE LEAD PETITIONER IN AN ACTION ESTABLISHED UNDER  
THIS SUBSECTION REQUESTS TO LEAVE THE ACTION PRIOR TO THE ENTRY OF A JUDGMENT  
UNDER THIS SUBSECTION, THE COURT MAY APPOINT ANOTHER TENANT WHO HAS JOINED THE  
ACTION TO SERVE AS THE LEAD PETITIONER.

(III) THE COURT MAY REMOVE THE LEAD PETITIONER IN AN ACTION  
ESTABLISHED UNDER THIS SUBSECTION AND APPOINT ANOTHER TENANT WHO HAS JOINED  
THE ACTION TO SERVE IN THIS ROLE IF:

1. THE LEAD PETITIONER FAILS TO FUND THE RENT ESCROW  
ACCOUNT ESTABLISHED FOR THE LEAD PETITIONER; OR

2. THE COURT OTHERWISE DETERMINES IN THE INTERESTS OF  
JUSTICE TO REMOVE THE LEAD PETITIONER.

17 (7) IF RENT ESCROW IS ESTABLISHED IN AN ACTION FILED UNDER  
18 PARAGRAPH (1) OF THIS SUBSECTION, THE PETITIONER'S LANDLORD SHALL ALLOW  
19 THE PETITIONER TO ~~POST-A-NOTICE~~ NOTIFY TENANTS AT THE PROPERTY IN A MANNER

DETERMINED BY THE COURT WITH INFORMATION ABOUT  
20 THE ACTION AND A TENANT'S ABILITY TO JOIN THE ACTION.

21 (8) FOLLOWING THE ENTRY OF JUDGMENT IN THE PETITIONER'S  
22 ACTION, NO TENANT JOINED IN A PETITION UNDER THIS SUBSECTION MAY INITIATE  
23 A SEPARATE ACTION TO SEEK THE SAME REMEDY CONCERNING THE SAME THREATS  
24 TO LIFE, HEALTH, OR SAFETY.

25 (9) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO AUTHORIZE:

(I) THE LEAD PETITIONER TO REPRESENT THE INTERESTS OF OTHER  
TENANTS THAT MAY JOIN AN ACTION UNDER THIS SUBSECTION; OR

(II) THE LEAD PETITIONER TO ENGAGE IN THE PRACTICE OF LAW,  
UNLESS THE LEAD PETITIONER IS AUTHORIZED TO DO SO UNDER THE § 10-206 OF THE  
BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE. A GROUP OF TENANTS OR A TENANTS' ORGANIZATION

~~PREVALES IN AN ACTION UNDER PARAGRAPH (I) OF THIS SUBSECTION IS ENTITLED  
26 TO REASONABLE ATTORNEY'S FEES, ACTUAL DAMAGES, AND ANY OTHER REMEDIES  
27 AVAILABLE UNDER THIS SECTION.~~

29 (j) (1) ~~Whether the issue of rent escrow OR WARRANTY OF HABITABILITY is~~  
30 ~~raised affirmatively or defensively, the tenant, TENANTS, OR TENANTS' ORGANIZATION~~ THE  
FOLLOWING PARTIES

31 may request one or more of the forms of relief set forth in this section :

(I) A TENANT ACTING AS THE SOLE PETITIONER, WHETHER THE  
ISSUE OF RENT ESCROW OR WARRANTY OF HABITABILITY IS RAISED AFFIRMATIVELY OR  
DEFENSIVELY; AND

(II) A TENANT ACTING AS THE LEAD PETITIONER IN AN ACTION  
UNDER SUBSECTION (I) OF THIS SECTION THAT RAISES THE ISSUE OF RENT ESCROW  
AFFIRMATIVELY.

32 (2) In addition to any other relief sought, if within 90 days after the court  
33 finds that the conditions complained of by the tenant, ~~GROUP OF TENANTS, OR TENANTS'~~

6 UNOFFICIAL COPY OF HOUSE BILL 691

1 ~~ORGANIZATION OR LEAD PETITIONER~~ exist AND the landlord has not made the  
 2 repairs or corrected the  
 3 conditions complained of, the tenant may file ~~{a}~~;

3 (f) A petition of injunction in the District Court requesting the court  
 4 to order the landlord to make the repairs or correct the conditions ~~OR~~

5 ~~(H) AN ACTION FOR MONEY DAMAGES AGAINST THE LANDLORD  
 6 AND ANY OTHER PARTY THAT HAS CONTROL OVER THE ELEMENTS AFFECTED BY THE  
 7 ASSERTED DEFECTS OR CONDITIONS, SUCH AS A PROPERTY MANAGEMENT  
 8 COMPANY.~~

9 (3) ~~IF A COURT ORDERS ANY RELIEF UNDER THIS SECTION, A TENANT,  
 10 GROUP OF TENANTS, OR TENANTS' ORGANIZATION IS ENTITLED TO REASONABLE  
 11 ATTORNEY'S FEES, EXPENSES, AND COSTS. A COURT MAY AWARD REASONABLE ATTORNEY'S FEES, EXPENSES,  
 AND COSTS TO A TENANT, LEAD PETITIONER, OR GROUP OF TENANTS IF A COURT ORDERS ANY RELIEF TO THOSE  
 PARTIES  
 UNDER THIS SECTION.~~



12 (k) (1) Relief under this section is conditioned [upon:

13 (1) Giving] ON GIVING proper notice, and where appropriate, the  
 14 opportunity to correct, as described by subsection [(h)] (G) of this section.

15 (2) ~~(L)~~ [Payment] RELIEF BY ESCROW OF RENT UNDER SUBSECTION ~~(M)~~  
 16 OR (N)  
 17 OF THIS SECTION IS CONDITIONED ON PAYMENT by the tenant, ~~into court,~~ OR LEAD PETITIONER  
 18 of the amount  
 19 of rent required by the lease INTO THE COURT, unless this amount is modified by the court as  
 20 provided in  
 21 subsection (m) of this section.

19 (3) RELIEF BASED ON BREACH OF THE WARRANTY OF HABITABILITY  
 20 MAY NOT BE CONDITIONED ON PAYMENT BY THE TENANT OF RENT INTO THE COURT.

21 ~~[(3)]~~ (4) In the case of tenancies measured by a period of one month or  
 22 more, the court having not entered against the tenant 3 prior judgments of possession for  
 23 rent due and unpaid in the 12-month period immediately prior to the initiation of the action  
 24 by the tenant or by the landlord.

25 ~~[(4)]~~ (5) In the case of periodic tenancies measured by the weekly  
 26 payment of rent, the court having not entered against the tenant more than 5 judgments  
 27 of possession for rent due and unpaid in the 12-month period immediately prior to the  
 28 initiation of the action by the tenant or by the landlord, or, if the tenant has lived on the  
 29 premises ~~[six]~~ 6 months or less, the court having not entered against the tenant 3  
 30 judgments of possession for rent due and unpaid.

31 (l) It is a sufficient defense to the allegations of the tenant that the tenant, the  
 32 tenant's family, agent, employees, or assignees or social guests have caused the asserted  
 33 defects or conditions, or that the landlord or the landlord's agents were denied reasonable  
 34 and appropriate entry for the purpose of correcting or repairing the asserted conditions or  
 35 defects.

7

## UNOFFICIAL COPY OF HOUSE BILL 691

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

3 (1) Order the termination of the lease and return of the leased premises to  
4 the landlord, subject to the tenant's right of redemption;

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

6 (3) Order that the amount of rent required by the lease, whether paid into  
7 court or to the landlord, be abated and reduced in an amount determined by the court to be  
8 fair and equitable to represent the existence of the conditions or defects found by the court  
9 to exist; or

10 (4) Order the landlord to make the repairs or correct the conditions  
11 complained of by the tenant, THE LEAD PETITIONER, OR A GROUP OF TENANTS and found by the court to  
exist.

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

13 (1) Shall, after a hearing, if so ordered by the court or one is requested by  
14 the landlord, order that the money in the escrow account be disbursed to the landlord after  
15 the necessary repairs have been made;

16 (2) May, after an appropriate hearing, order that some or all money in the  
17 escrow account be paid to the landlord or the landlord's agent, the tenant or the tenant's  
18 agent, or any other appropriate person or agency for the purpose of making the necessary  
19 repairs of the dangerous conditions or defects;

20 (3) May, after a hearing if one is requested by the landlord, appoint a  
21 special administrator who shall cause the repairs to be made, and who shall apply to the  
22 court to pay for them out of the money in the escrow account;

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

26 (5) May, after a hearing, if one is requested by the tenant OR THE LEAD PETITIONER,  
order, if no  
27 repairs are made or if no good faith effort to repair is made within [six] 6 months of the  
28 initial decision to place money in the escrow account, that the money in the escrow account  
29 be disbursed to the tenant, THE LEAD PETITIONER, OR MEMBERS OF THE GROUP OF TENANTS IN AN ACTION UNDER  
SUBSECTION (1) OF THIS SECTION OTHER THAN THE LEAD PETITIONER THAT HAVE PAID INTO ESCROW. Such an order  
will not discharge the right on the part of the ANY  
30 tenant to pay rent into court and an appeal will stay the forfeiture; or

31 (6) May, after an appropriate hearing, order that the money in the escrow  
32 account be disbursed to the landlord if the tenant THE LEAD PETITIONER, OR ANY MEMBER OF THE GROUP OF  
TENANTS IN AN ACTION UNDER SUBSECTION (1) OF THIS SECTION OTHER THAN THE LEAD PETITIONER does not  
regularly pay, into that account,  
33 the rent owed.

34 (o) [Except as provided in § 8-211.1(e) of this subtitle, in the event any county or



8

UNOFFICIAL COPY OF HOUSE BILL 691

1 Baltimore City is subject to a public local law or has enacted an ordinance or ordinances  
 2 comparable in subject matter to this section, commonly referred to as a "Rent Escrow Law",  
 3 any such ordinance or ordinances shall supersede the provisions of this section] ~~THIS~~  
~~EXCEPT AS PROVIDED IN § 8-211.1(E) OF THIS SUBTITLE, THIS~~  
 4 SECTION SHALL SUPERSEDE ANY LOCAL LAW OR ORDINANCE COMPARABLE IN  
 5 SUBJECT MATTER TO THIS SECTION EXCEPT TO THE EXTENT THAT THE LOCAL LAW OR  
 6 ORDINANCE IS MORE STRINGENT OR PROVIDES MORE PROTECTION OR BROADER APPLICABILITY  
 7 THAN  
 8 THIS SECTION.

8 ~~8-211.1~~

9 (a) ~~Notwithstanding any provision of law or any agreement, whether written or~~  
 10 ~~oral, if a landlord fails to comply with the applicable risk reduction standard under § 6-815~~  
 11 ~~or § 6-819 of the Environment Article, the tenant may deposit the tenant's rent in an escrow~~  
 12 ~~account with the clerk of the District Court for the district in which the premises are~~  
 13 ~~located.~~

14 (b) ~~The right of a tenant to deposit rent in an escrow account does not preclude~~  
 15 ~~the tenant from pursuing any other right or remedy available to the tenant at law or equity~~  
 16 ~~and is in addition to them.~~

17 (c) ~~Money deposited in an escrow account shall be released under the following~~  
 18 ~~terms and conditions:~~

19 (1) ~~To the lessor upon compliance by the lessor with the applicable risk~~  
 20 ~~reduction standard or~~

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

24 (d) ~~A lessee may not be evicted, the tenancy may not be terminated, and the rent~~  
 25 ~~may not be raised for a lessee who elects to seek the remedies under this section. It shall~~  
 26 ~~be presumed that any attempt to evict the lessee, to terminate the tenancy, or to raise the~~  
 27 ~~rent, except for nonpayment of rent, within two months after compliance with the~~  
 28 ~~applicable risk reduction standard is in retaliation for the lessee's proceeding under this~~  
 29 ~~section and shall be void.~~

30 (e) ~~[This] EXCEPT AS PROVIDED IN § 8-211(O) OF THIS SUBTITLE, THIS~~  
 31 ~~section shall preempt any public local law or ordinance concerning the deposit of rent into~~  
 32 ~~an escrow account based upon the existence of paint containing lead pigment on surfaces~~  
 33 ~~in or on a rental dwelling unit in the State and disposition of that rent.~~

34 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
 35 October 1, 2023.