



Date: February 28, 2024

To: Judicial Proceeding Committee & Education, Energy & the Environment Committee

From: Michael C. Weisner

Re: SB481

Dear Committee Members,

There are two issues with SB481 that I, as a landlord and a licensed Realtor with almost 50 years of experience, ask you to reconsider.

The increase of filing fees for landlord court cases from \$8 to \$93 is excessive. Court fees are used to support the workings of the court systems, and should not be used as a source of revenue for unrelated programs, as desirable as they might be. Of greater concern is that this fee is to be assessed only against the landlord, no matter the outcome of the trial. Payment of this fee should be paid by the person who loses the case, whether it be the landlord or the tenant. The prevailing party should not have to pay court costs when the court determined the other party was in the wrong. Section 7-301, Paragraph 5 (on page 4) should be struck from this bill.

All of Section 8-119 should be struck and entirely reconsidered. Although the intentions are good, inserting the tenant into the middle of contract negotiations after a deal has been struck between a property owner and a prospective buyer is just plain wrong. If the intention is to give the tenant an opportunity of purchase a property from their landlord, a far better way would be to give the tenant notice of the listing of a property for sale and giving them 10 days in which they have exclusive rights to negotiate the purchase the property and write up an offer before it can be marketed to others. This is similar to what HUD does with certain foreclosed properties, with an owner-occupant or certain non-profits that are given the first opportunity to purchase a house before it is available for investors to purchase. Giving a tenant the first opportunity to purchase the property they reside in benefits both the tenant and the seller, for the seller is usually more than happy to sell to a tenant since it is quicker and easier than marketing it to the general public. Inserting a tenant into a deal that has already been agreed upon by a seller and a third party is not fair to either of those two parties.

I thank you in advance for your time and consideration.