

SB 162 - FAV - Public Justice Center.pdf

Uploaded by: Albert Turner

Position: FAV



Albert Turner
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SB 162 – Landlord and Tenant - Termination of Residential Lease - Limitation of Liability for Rent

**Hearing before the Senate Judicial Proceedings Committee,
January 30, 2024**

Position: FAVORABLE (FAV)

Public Justice Center (PJC) is a nonprofit public interest law firm that assists over 800 renters and their families each year. We stand with tenants to protect and expand their rights to safe, habitable, affordable, and non-discriminatory housing. PJC seeks the Committee's Favorable report on SB 162.

SB 162 would bring mental health and intellectual/development disability parity to RP § 8-212.2, which limits the liability of tenants for rent when they need to break their lease due to their disability.

Two examples may illustrate the importance of this bill:

A colleague recently had a case involving a UMD college student who was having a mental health crisis and needed to withdraw from school. Her father tried to negotiate with the landlord to let the student out of the lease. The student's father requested a reasonable accommodation, which the landlord ignored. RP § 8-212.2 in its current form was no assistance to the student because it does not cover acute mental health conditions. While the Fair Housing Act's provisions on reasonable accommodations may have assisted the student and her father, the father was unable to obtain legal representation to enforce these more complex provisions of the Fair Housing Act. The clarity provided for in SB 162 – limiting liability to 2 months' rent – would have assisted this student and her father in negotiating *pro se* with the landlord to terminate the lease and limit their liability.

In another case, a tenant with a severe mental health condition was a participant in a Department of Rehabilitative Services program that paid part of her rent. The Department

wanted the tenant to take on a roommate as a condition of staying in the program, but because of the tenant's acute mental health condition, she could not consent to having a roommate and left the program and was thus forced to vacate the property and end her lease. Without the assistance of this bill, the tenant would likely remain liable for the entirety of the rent due under the lease unless she could find other relief under the Fair Housing Act.

Mental health and developmental disability parity in the law is critical to realizing the promise of a society that fully includes persons with disabilities. SB 162 is a reasonable, balanced approach that will bring significant financial relief to persons who must break their leases because of an acute mental health condition or intellectual/developmental disability.

Public Justice Center asks that the Committee **issue a report of Favorable on SB 162**. If you have any questions, please contact Albert Turner turnera@publicjustice.org , (410) 625-9409 Ext. 250.

SB 162 - Landlord and Tenant - Termination of Resi

Uploaded by: Allie Serrine

Position: FAV



SB 162 - Landlord and Tenant - Termination of Residential Lease - Limitation of Liability for Rent
Judicial Proceedings Committee
January 30, 2024
SUPPORT

Chairman Smith, Vice-Chair Waldstreicher and members of the committee, thank you for the opportunity to submit testimony in support of Senate Bill 162. This bill will provide financial protection to individuals who are no longer able to remain in their rental property due to an intellectual or developmental disability or mental disorder.

The CASH Campaign of Maryland promotes economic advancement for low-to-moderate income individuals and families in Baltimore and across Maryland. CASH accomplishes its mission through operating a portfolio of direct service programs, building organizational and field capacity, and leading policy and advocacy initiatives to strengthen family economic stability. CASH and its partners across the state achieve this by providing free tax preparation services through the IRS program 'VITA', offering free financial education and coaching, and engaging in policy research and advocacy. **Almost 4,000 of CASH's tax preparation clients earn less than \$10,000 annually. More than half earn less than \$20,000.**

SB 162 will ensure that a tenant who has vacated the property is not liable for more than two months rent if they have a completed form from a psychologist, physician, counselor or therapist which states that they have a mental disorder or intellectual or developmental disability. Mental disorders, developmental disabilities and poverty are linked. According to a United Way 2022 report, **55% of Marylanders with a cognitive disability experience financial hardship.**¹ This same report also found that over 30% of people with a disability in Maryland are renters. It is imperative that Marylanders with mental health disorders and intellectual or developmental disabilities are protected from the financial strain of paying more than two months rent after leaving a property that is not suited for their needs, especially when a high percentage are already living in poverty.

30,000 people experience homelessness in Maryland every year,² and at least 25% of people experiencing homelessness have a severe mental health disorder.³ Intellectual or developmental disabilities and mental disorders contribute to an individual's ability to stay housed. When a person with a cognitive disability or mental disorder is forced to pay more than two months rent for vacating a property, that can significantly impact their ability to pay for a new place to live, which adds to the homelessness crisis. SB 162 will provide greater protection and support to vulnerable Marylanders and will ensure more individuals and families are in housing situations that provide for their needs.

Thus, we encourage you to return a favorable report for SB 162.

¹ United Way: <https://unitedwayna.org/wp-content/uploads/2022/11/ALICE-in-Focus-Disabilities-Maryland.pdf>

² Health Care for the Homeless: <https://www.hchmd.org/homelessness-maryland>

³ Health Care for the Homeless: <https://www.hchmd.org/homelessness-makes-you-sick>

SB0162_Termination_of_Residential_Lease_MLC_FAV.pd

Uploaded by: Cecilia Plante

Position: FAV



**TESTIMONY FOR SB0162
LANDLORD AND TENANT - TERMINATION OF RESIDENTIAL LEASE
LIMITATION OF LIABILITY FOR RENT**

Bill Sponsor: Senator Waldstreicher

Committee: Judicial Proceedings

Organization Submitting: Maryland Legislative Coalition

Person Submitting: Aileen Alex, co-chair

Position: FAVORABLE

I am submitting this testimony in favor of SB0162 on behalf of the Maryland Legislative Coalition. The Maryland Legislative Coalition is an association of activists - individuals and grassroots groups in every district in the state. We are unpaid citizen lobbyists, and our Coalition supports well over 30,000 members.

MLC strongly supports the concept of "ability to pay" when formulating legislation. Ability to pay is the driving force behind SB0162, which limits a special needs tenant's liability for rent to no more than 2 months' rent after the date on which the tenant vacates a leased premises.

People with documented disabilities, presumably started during the lease term, would likely not have the ability to pay for the balance of the lease. SB0162 simply extends the type of forbearance already given to transferred military personnel to tenants that have developed a disability. The documentation of this condition by a physician, counselor, therapist, or psychologist is a sound way to prevent abuse of this provision.

We support this bill and recommend a **FAVORABLE** report in committee.

MD Catholic Conference_SB 162_FAV.pdf

Uploaded by: Garrett O'Day

Position: FAV



MARYLAND
CATHOLIC
CONFERENCE

January 30, 2024

SB 162
Landlord and Tenant - Termination of Residential Lease - Limitation of Liability
for Rent

Senate Judicial Proceedings Committee

Position: FAVORABLE

The Maryland Catholic Conference offers this testimony in support of Senate Bill 162. The Catholic Conference is the public policy representative of the three (arch)dioceses serving Maryland, which together encompass over one million Marylanders. Statewide, their parishes, schools, hospitals and numerous charities combine to form our state's second largest social service provider network, behind only our state government.

Senate Bill 162 would provide limitations on liability for the abatement of a rental property by a person with a bona fide intellectual or developmental disability or mental disorder. The limitation on liability for the remaining months rent due for the lease period would be applied only in stances where a counselor, therapist or psychologist has substantiated the diagnosis in writing and where the leased premises is not conducive to the management of the tenant's condition. Maryland law already affords tenants with these exact protections relative to medical conditions, similarly requiring the certification of a physician to substantiate.

The Conference strongly supports legislation that both supports the dignity of those living with intellectual or developmental disabilities, as well as acceptable housing conditions for all. In its pastoral statement, *The Right to a Decent Home*, the United States Conference of Catholic Bishops (USCCB) asserted that, "The protection of the human dignity of every person and the right to a decent home require both individual action and structural policies and practices." (USCCB, 1975) The USCCB has also stated that, "The Church has traditionally viewed housing, not as a commodity, but as a basic human right" and that the "right to housing is a consistent theme in our teaching and is found in the Church's *Charter of the Rights of the Family*." (*Homelessness and Housing: A Human tragedy, A Moral Challenge*, USCCB, 1988)

Equally as important is the inherent dignity of those in the disabilities community. The Church calls for the defense of policies that would "enable the individual with the disability to achieve the fullest measure of personal development of which he or she is capable. These include

the right to equal opportunity in education, in employment, in housing, and in health care, as well as the right to free access to public accommodations, facilities, and services.” (*Welcome and Justice for Persons with Disabilities, A Framework of Access and Inclusion*. USCCB, 1998).

When a person with intellectual or developmental disabilities is unable to live in a space that is sufficiently accommodating to their needs, it can represent an affront to their human dignity. Through this bill, Maryland would take reasonable steps to ensure that its residents with intellectual or developmental disabilities are afforded the dignity to relocate to a more accommodating living circumstances without significant financial or legal liability. For this, we request a favorable report on House Bill 162.

SB0162 Limited Liability for Rent J January 30, 20

Uploaded by: James Orman

Position: FAV



People On the Go of Maryland

SB 162

Landlord and Tenant - Termination of Residential Lease

Limitation of Liability for Rent

Limiting a tenant's liability for rent to no more than 2 months' rent after the date on which the tenant vacates a leased premises, if a physician, counselor, therapist, or psychologist completes a form specifying that the tenant has an intellectual or developmental disability or mental disorder, the management of which is substantially limited by the leased premises.

Position: Support

January 30th 2024

Sponsored by Senator Jeff Waldstreicher

Assigned to: Judicial Proceedings

Written by Mat Rice

Executive Director - People On the Go of Maryland

Honorable Chairperson, and distinguished members of the Judicial Proceedings Committee:

People On the Go of Maryland (POG) is a statewide self-advocacy organization, ran for and by those with intellectual and/or developmental disabilities (IDD), and our mission is to promote self advocacy throughout the state.

POG respectfully offers this written testimony in support of SB 162, which would limit a tenant's liability for paying rent on a lease, as specified above, if an individual has been diagnosed with an intellectual, developmental, or other specified disability.

Many members of People On the Go, as well as other citizens throughout the State of Maryland, either have multiple disability diagnoses, or have family members with the same, and who have faced eviction at least once in their lives.

Limiting a tenant's liability for rent, would ease the financial burden on people with disabilities, while they are in process of finding housing that is more suitably accommodating and barrier-free.

Therefore, People On the Go respectfully asks for a favorable report on SB 162. Thank you for your time and consideration.

Should you have any questions. Please contact Mat Rice.

Thank you,

Mat Rice, Executive Director

M: 410-925-5706

E: mat@pogmd.org

HB 93 (SB162) limitation on liability - lease - SE

Uploaded by: Katherine Davis

Position: FAV



SB 162/HB 93

**Landlord and Tenant - Termination of Residential Lease - Limitation of Liability for Rent
HEARING BEFORE THE SENATE JUDICIAL PROCEEDINGS COMMITTEE
January 30, 2024
POSITION: SUPPORT**

The Pro Bono Resource Center of Maryland (“PBRC”), an independent 501(c)(3) non-profit organization, is the statewide thought leader and clearinghouse for pro bono civil legal services in Maryland. As the designated pro bono arm of the MSBA, PBRC provides training, mentorship, and pro bono service opportunities to members of the private bar and offers direct legal services through free legal clinics to over 6,200 clients annually. **PBRC supports SB 162/HB 93 because vulnerable renters would benefit from limits on the liability they may incur when they must terminate a lease based upon health issues beyond their control.**

In May 2012, with a grant from the Maryland Judiciary’s Access to Justice Department, **PBRC launched a Consumer Protection Project (CPP) through which we assist low-income consumers who are summoned to the Affidavit Judgment docket in Baltimore City based upon an outstanding debt.** Subsequently, in 2017 **PBRC launched the Tenant Volunteer Lawyer of the Day (TVLD) Program in Baltimore City Rent Court to provide day-of-court legal representation to tenants who appear unrepresented for their proceedings.** Through both of these projects, we have served thousands of individuals, all of whom have had to make difficult choices with real financial implications. Especially since the Pandemic, we have witnessed a rise in the number of clients whom we serve in our Consumer clinics whose debt is based upon unpaid rent, often stemming from leaving their home prior to the termination of their lease. For many of these clients, we can assess their situation to see if they have legitimate defenses against the alleged rent owed. Maryland law currently offers assistance for certain tenants by mitigating the debt they must incur when they are forced to move from their home before the end of a lease due to the physical mobility or need for additional care. However, the law does not offer similar benefits for tenants forced to move based upon other types of disabilities or mental disorders. This Bill would remedy that omission.

Tenants living with disabilities and mental disorders the necessitate a move deserve the same treatment as tenants moving due to other physical limitations. For this reason, PBRC supports SB 162/HB 93. Thank you for the opportunity to testify.

For the above reasons,

PBRC urges a FAVORABLE report on SB 162/HB 93.

Please contact Katherine Davis, Director of PBRC’s Courtroom Advocacy Project, with any questions.

kdavis@probonomd.org • 443-703-3049

sb162, tenant rent liability, JPR 1-30-204.pdf

Uploaded by: Lee Hudson

Position: FAV



Delaware-Maryland Synod
Evangelical Lutheran Church in America
God's work. Our hands.

Testimony prepared for the
Judicial Proceedings Committee
on
Senate Bill 162
January 30, 2024
Position: **Favorable**

Mr. Chairman and members of the Committee, thank you for the opportunity to testify about access to housing and the rights of tenants. I am Lee Hudson, assistant to the bishop for public policy in the Delaware-Maryland Synod, Evangelical Lutheran Church in America. We are a faith community with three synods in every part of Maryland.

The population considered by **Senate Bill 162**, medically vulnerable people, are likely to have difficulty finding and keeping adequate housing. Economically disadvantaging them further through landlord-tenant transactions will simply increase homelessness, an outcome that disadvantages the public interest. The required humane principle for a policy contemplating medical vulnerability is limiting the financial risk of the affected.

Please give this bill your favorable report.

Lee Hudson

SB162 FAV Final.pdf

Uploaded by: Morgan Mills

Position: FAV

January 30, 2024

Chair Smith, Vice Chair Waldstreicher, and esteemed members of the Judicial Proceedings Committee,

The National Alliance on Mental Illness, Maryland and our 11 local affiliates across the state represent a statewide network of more than 58,000 families, individuals, community-based organizations, and service providers. NAMI Maryland is a non-profit that is dedicated to providing education, support, and advocacy for persons with mental illnesses, their families and the wider community.

1 in 5 adults in America, or 20% of Americans, experience mental illness each year. It's well-documented that people with mental illness experience housing discrimination throughout the rental process. NAMI MD believes that policymakers must address housing needs to allow people with mental health conditions to focus on getting and staying well. People should not incur loss of housing because of mental illness. They should not be at risk of losing housing in the community during periods of crisis, hospitalization, or inpatient treatment.

However, we realize that in some instances, someone may need to leave their current residence to seek treatment, or because their current living situation exacerbates their mental illness.

A person's access to housing can affect, and is affected by, mental health. Having a serious mental illness impacts a person's ability to maintain housing because mental illness can affect their ability to comply with community rules, keep the home tidy, or meet lease requirements. Serious mental illness can make obtaining and maintaining housing seem insurmountable. And this is a pervasive problem-- in Maryland, 181,000 adults have a serious mental illness.

SB162 will make it so that a tenant is only liable for two additional months' worth of rent should they have to break their lease due to their mental illness. To qualify for this, the tenant must provide certification from a therapist or psychologist before they vacate, stating that the management of their mental illness is substantially limited by the leased premises.

Of course, when someone rents a home, they take on the responsibility for their basic needs, like cooking, cleaning, and paying bills. However, mental illnesses can develop and/or worsen over time and can be severe and persistent enough to interfere with one's ability to function—even the most basic life tasks may become impossible.

MD Real Property Code 8212.2 provides limited liability protections only for physical disabilities. SB162 simply extends these protections to cover those with mental illness. It is only just that these protections are afforded to them as well.

For these reasons, we urge a favorable report.

Kathryn S. Farinholt
Executive Director
National Alliance on Mental Illness, Maryland

Contact: Morgan Mills
Compass Government Relations
Mmills@compassadvocacy.com

Testimony in support of SB0162.pdf

Uploaded by: Richard KAP Kaplowitz

Position: FAV

1/30/2024

Richard Keith Kaplowitz
Frederick, MD 21703

TESTIMONY ON SB#/0162- POSITION: FAVORABLE

Landlord and Tenant - Termination of Residential Lease - Limitation of Liability for Rent

TO: Chair Smith, Jr., Vice Chair Waldstreicher, and members of the Judicial Proceedings Committee

FROM: Richard Keith Kaplowitz

OPENING: My name is Richard Keith Kaplowitz. I am a resident of District 3. I am submitting this testimony in support of SB#0162, Landlord and Tenant - Termination of Residential Lease - Limitation of Liability for Rent

Post pandemic the incidence of disability and depression has been documented as increasing over the pre-pandemic numbers of persons facing these problems. When a person is diagnosed by a professional qualified to make a diagnosis of intellectual or developmental disorder or a mental disorder that individual is likely unable to process their responsibilities as a renter to remit that rent to their landlord.

The landlord should not be permitted to pursue any individual struggling to recover their full mental capacity to the best of their ability beyond a set period of time. There are Jewish texts that state "...texts specifically define housing as one of the obligatory types of tzedakah. The Bible commands that a poor person be granted "sufficient for what lacks, according to what is lacking to him." One talmudic text understands each phrase in that command as referring to a specific type of assistance one might grant a poor person: "'Sufficient for what he lacks'—this is a house. 'What is lacking'—this is a bed and table." Significantly, this text imagines the primary needs of a poor person as being related to housing."

Tenants, Jewish law suggests, are a class in need of protection, and whose safety and security depends on the landlords.

Thus, in concert with my Jewish faith and values I believe this bill to enforce a moral duty upon landlords in how they treat persons who most need to be protected due to their mental condition. **I respectfully urge this committee to return a favorable report on SB#/0162**

SB162 Testimony 2024.pdf

Uploaded by: Zoe Gallagher

Position: FAV



Testimony to the Judicial Proceedings Committee
SB162 - Landlord and Tenant - Termination of Residential Lease - Limitation of Liability for Rent
Position: Favorable

1/29/2024

The Honorable Senator Smith, Chair
Judicial Proceedings Committee
2 East
Miller Senate Office Building
Annapolis, Maryland 21401

Chair Smith and Honorable Members of the Committee:

My name is Zoe Gallagher and I am a Policy Associate at Economic Action Maryland. Economic Action Maryland (formerly the Maryland Consumer Rights Coalition) is a people-centered movement to expand economic rights, housing justice, and community reinvestment for working families, low-income communities, and communities of color. Economic Action Maryland provides direct assistance today while passing legislation and regulations to create systemic change in the future.

As representative of an organization that works closely with tenant advocacy, I am writing to urge a favorable report on SB162.

SB162 limits a tenant's liability for rent under a residential lease in cases where the tenant, diagnosed with certain intellectual or developmental disabilities or mental disorders, vacates the leased premises. This legislation represents a significant step towards ensuring fairness and compassion in our housing policies.

SB162 recognizes the unique challenges faced by individuals with intellectual or developmental disabilities and mental disorders, acknowledging that their ability to maintain a stable living situation may be substantially hindered by their conditions. By providing a clear and reasonable process for tenants in such circumstances to limit their liability for rent, this bill ensures that members of these vulnerable groups are able to leave housing that does not meet their needs. The pandemic only exacerbated a mental health crisis that was already occurring, and in 2023, [27.3%](#) of adults in Maryland reported symptoms of anxiety and/or depressive disorder. This session is crucial for enacting legislation related to mental health outcomes.

The bill sets a reasonable limit on the tenant's liability for rent, capping it at 2 months' rent after vacating the leased premises. This limitation strikes a fair balance between the interests of landlords and tenants, recognizing the financial obligations of both parties while providing necessary protection for individuals facing medical challenges. To require an individual whose mental illness is specifically worsened by their living environment to be liable for an entire year's worth of rent is cruel and puts a heavy financial burden on someone who is already in need of support.

For these reasons I urge a favorable report. Let's contribute to creating a more compassionate and equitable housing environment for all residents of our state.



Sincerely,
Zoe Gallagher, Policy Associate

MMHA - 2024 - SB 162- early termination of lease.p

Uploaded by: Aaron Greenfield

Position: FWA



Bill Title: Senate Bill 162, Landlord and Tenant - Termination of Residential Lease - Limitation of Liability for Rent

Committee: Judicial Proceedings Committee

Date: January 30, 2024

Position: Favorable with Amendments

This testimony is offered on behalf of the Maryland Multi-Housing Association (MMHA). MMHA is a professional trade association established in 1996, whose members consist of owners and managers of more than 210,000 rental housing homes in over 958 apartment communities. Our members house over 538,000 residents of the State of Maryland. MMHA also represents over 250 associate member companies who supply goods and services to the multi-housing industry.

Senate Bill 162 limits a tenant's liability not to exceed 2 months' rent after the date on which the tenant vacates the leased premises if a physician, counselor, therapist, or psychologist completes a form specifying that the tenant has an intellectual or developmental disability or mental disorder, the management of which is substantially limited by the leased premises. This legislation creates an entirely new standard. Beyond physicians, this bill expands health care providers to include counselor, therapist or psychologist.

MMHA has the following concerns with Senate Bill 162:

1. Physicians: Based upon experience and current law, MMHA believes a physician could diagnose a resident with a such a disability or disorder. With such a diagnosis, MMHA members would currently end the resident's tenancy.
2. Licensed Counselor, Therapist or Psychologist. With this new standard, MMHA seeks to limit to providers who are only physicians/psychiatrists. And, we want to ensure that residents are not receiving these diagnoses by on-line physicians. As such, MMHA would request that the physician/psychiatrist has an office location in the State of Maryland.
3. "Substantially limited by the leased premises". On page 2, line 31, the term "substantially limited by the leased premises" is unclear. What does it mean? Does a provider visit the rental unit? How will the housing provider verify that the diagnosis of the resident is accurate?
4. Possible Claims Against Housing Providers. As well intentioned as this legislation, we are concerned that it may trigger Fair Housing or Americans with Disabilities Act claims against the housing provider. For example, if a housing provider suggested that an apartment unit might be "substantially limiting" to a resident, that housing



provider could be the subject of a discrimination claim and other litigation. How do we ensure that the housing provider is not in violation Fair Housing or ADA by complying with this bill?

MMHA offers the following amendments:

Amendment No. 1

On page 2, lines 30-31, strike “IS SUBSTANTIALLY LIMITED BY THE LEASED PREMISES” and insert “CAUSES THE CONTINUED HABITATION IN THE LEASED PREMISES UNFEASIBLE, UNSUSTAINABLE OR UNWORKABLE FOR THE TENANT OR THE HOUSING PROVIDER”

Explanation: Strikes standard “substantially limited by the leased premises” which is unclear and allows for early termination of the lease if the disability or disorder causes the premises to be unfeasible, unsustainable or unworkable for the tenant or housing provider.

Amendment No. 2

On page 3, line 6, after “physician” add “WITH AN OFFICE IN THE STATE”; On page 3, strike lines 8-14.

Explanation: Ensures that the physician/psychiatrist has an office in the State of Maryland and is the only health care provider able to make such a diagnosis.

Amendment No. 3

On page 2, line 19, strike “, THERAPIST, OR PSYCHOLOGIST”; On page 2, line 22, strike “, THERAPIST, OR PSYCHOLOGIST”; On page 3, line 16, strike “, THERAPIST OR PSYCHOLOGIST”; On page 3, line 17, strike “, THERAPIST, or PSYCHOLOGIST”

Explanation: Limits only physicians and psychiatrists to diagnose a resident with such a disability or disorder that causes the continued habitation in the leased premises unfeasible, unsustainable or unworkable.

For these reasons, we respectfully request a favorable report with amendments on Senate Bill 162.

Aaron J. Greenfield, MMHA Director of Government Affairs, 410.446.1992

SB162- .TheArc MDDC MACS.Support if Amended..pdf

Uploaded by: Ande Kolp

Position: FWA



**Maryland Developmental
Disabilities Council**
CREATING CHANGE • IMPROVING LIVES



SENATE JUDICIAL PROCEEDINGS COMMITTEE
SB0162: Landlord and Tenant – Termination of Residential Lease –
Limitation of Liability for Rent
January 30, 2024
Position: Support if Amended

The Arc Maryland, Maryland Developmental Disabilities Council (Council), and Maryland Association of Community Services (MACS) are statewide organizations that work to protect and advance the rights and quality of life of people with disabilities.

We support SB0162 with sponsor amendments to remove individuals with intellectual and developmental disabilities (IDD) from the bill, and to expand the list of mental health professionals who may provide certification for lease termination.

The fair housing complaint process is slow to resolve. If people are in crisis and need a more immediate resolution, they may feel they have no other remedy but to abandon the process and break their lease, suffering great financial harm.

The Fair Housing Act¹ already makes it illegal to discriminate against a person in the sale or rental of housing on the basis of race, color, religion, national origin, sex, disability, or familial status, but there is a lot of work to be done in enforcement. Residential Service provider organizations around the state, and the people with IDD we support, are routinely passed over as renters by private landlords. We are told it is because they have someone else to whom they are renting their home, or they decided to take their home off the rental market, among a myriad of other rejection rationales. There seems to be this unacknowledged and inaccurate assumption that a person with developmental disabilities won't take care of the property or be good tenants, or be more likely to break a lease without warning. In fact, people with IDD are not more likely to need to break a lease than people without disabilities. We have concerns that adding people with IDD to current law may make it even harder to find landlords who will rent to people with IDD and the providers that support them.

We appreciate the intent of this bill and the sponsor's willingness to make changes to strengthen the bill and its protections for people with mental health conditions who are substantially limited by their leased premises. When a person is in crisis and their home environment is no longer conducive to their stability, this bill will create an opportunity for a more timely remedy.

.Sponsor amendments we support include:

- Removal of references to intellectual and developmental disabilities from the bill

- Adding “counselors” as another kind of mental health professional who can provide certification
- Change to the standard for receiving the limited liability to: “[Having] a mental disorder that
 - (i) causes the continued habitation in the leased premises to be unfeasible or unsustainable for the patient, or;
 - (ii) requires the patient to move to a home, facility, or institution to obtain a higher level of care than can be provided at the leased premises

For more information, please contact:

Ande Kolp, Executive Director, The Arc Maryland akolp@thearcmd.org

Rachel London, Executive Director, Maryland Developmental Disabilities Council,
RLondon@md-council.org

Laura Howell, Executive Director, Maryland Association of Community Services,
lhowell@macsonline.org

ⁱ https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview#_The_Fair_Housing

RMI Testimony HB 93-SB162.pdf

Uploaded by: Katherine Howard

Position: FWA

**REGIONAL
MANAGEMENT
INC.**

**HB 93/SB162- Landlord and Tenant-
Termination of Residential Lease- Limitation of Liability for Rent
Favorable with Amendments**

Regional Management, Inc., (RMI) is a property management company which has for over 60 years , managed over 5,000 units of affordable, market rate residential properties in Baltimore City and County. RMI is a founding member of the Maryland MultiHousing Association, (MMHA).

RMI is keenly aware that, at times, tenants have a need to “break” the terms of their lease before the contractual end of their term. As such RMI’s leases provide an “Early Termination” provision.

However, as HB 93/SB162 point out, there can be situations where even the Early Termination provision will not adequately address the needs of some tenants. RMI then relies on the opinion of a medical professional to determine what is in the best interest of the tenant. Please see an example of this , attached.

While RMI supports the basic points addressed in these Bills, it agrees with MMHA’s testimony that they should be amended as MMHA has proposed.

Respectfully Submitted;
Katherine Kelly Howard, Esq.
General Counsel
Regional Management, Inc.

15 [] 4933 D TODD AVE 841-6-0330 GV-W 1BR GRD

RENT 823.00
VACANT 10/15/23 A

CODES: - DIR . . . DAT) EXT / PO = RECALL , OT ! OT ADDR : OT \$; # 0 REJ

7/07/22 APPLICATION FEE MO 25.00 [REDACTED] RECPT. # 39791

7/11/22 APPLICATION : [REDACTED] Z EXPECTED OCCUPANCY DATE 8/15/22

8/17/22 NEW TENANT MOVED OUT %15 8/15/22 1YR @ 823.00/MO. OCC

8/17/22 RENT AUG/15 MO 823.00 [REDACTED]

8/17/22 SEC DEP IN MO 823.00 [REDACTED]

9/16/22 RENT SEP/15 MO 823.00 [REDACTED]

10/17/22 RENT OCT/15 MO 823.00 [REDACTED]

11/04/22 RENT NOV/15 MO 823.00 [REDACTED]

12/01/22 RENT DEC/15 MO 823.00 [REDACTED]

12/31/22 ----- 7,775.00 ----- 823.00

1/19/23 RENT JAN/15 MO 823.00 [REDACTED]

2/16/23 RENT FEB/15 MO 823.00 [REDACTED]

3/02/23 RENT MAR/15 MO 823.00 [REDACTED]

4/06/23 RENT APR/15 MO 823.00 [REDACTED]

4/18/23 NO RENT INCREASE : PRESENT RENT EQUAL SCHEDULE

5/18/23 RENT MAY/15 MO 823.00 [REDACTED]

6/19/23 RENT JUN/15 MO 823.00 [REDACTED]

7/18/23 RENT JUL/15 MO 823.00 [REDACTED]

8/16/23 RENT AUG/15 MO 823.00 [REDACTED]

9/15/23 WROTE MOVING ON 10/15/23 RMI WROTE COMPLY ACTUAL DAMAGE

9/19/23 RENT SEP/15 MO 823.00 [REDACTED]

10/24/23 10/15/23 **** VACANT **** [REDACTED]

12/07/23 SEC DEP OUT TO SUBSID. VOUCH. # 75690 [REDACTED] 823.00CR

12/07/23 SEC DEP FORFEIT 642.96 [REDACTED]

12/31/23 ----- 8,049.96 ----- .00

STATUS Z ON/ACCT .00 BCCF T .00 .00 .00 .00 .00 .00

Window RENTINQ/1 at BIGMAK

RCV | |FORM| |LTAI| |Col 7|Row 1|Page 1|E1KH3

010106 Apartment (Reg. Man., Inc)

LEASE made August 15, 2022 whereby WE, REGIONAL MANAGEMENT, INC., Agent, the Landlord (having office at 11 E. Fayette St., Balto., MD 21202 - phone 410-539-2370) lease to you and YOU, the Tenant, take premises known as Apartment D at 4933 Todd Avenue Baltimore, 21206 Maryland for a period of 12 months from August 15, 2022 at a rent of Eight Hundred Twenty Three 00/100 (\$823.00) Dollars a month payable in advance, without demand, on the 15th day of each month. (This lease is subject to AUTOMATIC RENEWAL from term to term of twelve months each as set forth in paragraph 24 hereunder).

WE AGREE to supply at no extra charge the following:
A range Cold water (2) Window A/C Units
Window screens A refrigerator
Window blinds A garbage disposer
Wall to wall carpet (except kitchen & bath)
Use of: (at your own risk)
Parking area

but not limited to loss or damage by fire, theft, smoke, water, stream flow, flooding, dampness, condensation, etc.) unless such injury, loss or damage shall be caused by Landlord's negligence.

The premises will be made available in a condition permitting habitation.

YOU AGREE:

- 1. To pay the rent as herein set forth, same to be paid at our office as above or at such other place as we may specify.
2. LATE CHARGES AND BAD CHECKS
In each case where all or any part of any installment of rent is not received by us prior to 5 days after the due date thereof you agree to pay us a late charge equal to the maximum amount allowed by law, such late charge being payable immediately upon the occurrence of the delinquency. You also agree that any check or other order for payment of money which is issued, negotiated or assigned to us for any money payable under this lease by you which is, for any reason whatsoever, returned to us without payment by the bank or other drawee upon which it is drawn, or if it is dishonored in any other way by the bank or other drawee upon which it is drawn, shall carry a charge not to exceed the maximum amount allowed by law for each time such check or order is so returned or otherwise dishonored, such charge being payable by you to us immediately as additional rent upon the check or order being so returned without payment or otherwise dishonored. Any money received under this lease by us from you, no matter for what the same may be tendered or submitted, shall be applied first (before being applied to anything else) toward payment of any amounts then owing by you to us under this lease.
3. That you will continuously occupy the leased premises during the continuance of this lease and any renewal thereof.
4. That you will not permit the premises to be occupied by anyone other than Yourself and 1 child
5. That the premises will not be used for any purpose other than as a private residence.
6. That you will not assign this lease or sublet the leased premises or any part of it.
7. To pay all Gas & Electric Company bills for electricity and cooking gas (including gas and/or electricity for heat and hot water and for air conditioning equipment, if any). If Landlord has not agreed to supply cold water above, that you will pay all bills for water and sewer service for the premises, and if not paid by you, that Landlord may pay these water and sewer bills and charge the cost to you as additional rent.
8. Notwithstanding anything herein contained to the contrary, we may, upon mailing two (2) months' prior written notice to you, increase the unpaid balance of the rental due during the term hereof, or any renewal or extension thereof, and each unpaid monthly installment thereof, to reflect your pro rata share, as reasonably determined by us, of any interest, tax, assessment, levy, fee or surcharge, including any utility or environmental tax, assessment, levy, fee or surcharge (other than any income, excess profits, inheritance or estate tax), assessed to us by any governmental authority where such interest, tax, assessment, levy, fee or surcharge either did not exist at the commencement of this lease or the rate of such tax, assessment, levy, fee or surcharge is increased during the term of the lease or any renewal or extension thereof.
9. That Landlord, its principal and agents, are not to be liable for
a. Any injury to person or loss of or damage to property in, on or about the premises (including

- b. Any breakdown of heating equipment (but Landlord shall use reasonable diligence to effect necessary repairs to the heating equipment if the breakdown or damage is not caused by you, your family, guests, servants or employees).
10. To take good care of the premises and keep same neat, clean and in good order and repair, and to leave the premises (including the equipment we supply) in as good condition when you move out as when received, reasonable wear and tear excepted.
11. We may terminate this lease by giving you ten days notice if the building is damaged and we decide not to repair it.
12. That we may repair (including replacement) damage caused by you, your family, guests, servants or employees and charge the cost to you as additional rent.
13. To comply with the regulations which are a part of this lease.
14. That this lease is and will be subject to and subordinate to all land leases and mortgages now or hereafter placed on the property.
15. That anything you leave on the premises when you move out will be deemed to have been abandoned by you.
16. That we have made no promises except those in this lease and its addenda which are made a part hereof.
17. That if you do not move out when this lease is terminated, we may:
a. evict you by summary ejection or other applicable legal proceedings, or
b. charge you double rent, as liquidated damages or both, and
c. recover any additional damages we may incur, including but not limited to court costs and attorneys' fees.
18. That if any legal action is started against you while you are in possession, you will pay as additional rent:
a. the cost of the legal action, including attorney fees, if applicable, and
b. the cost of moving you out, if applicable, and
c. any additional damages we may incur;
19. This lease and the agreements herein contained can be changed only in writing signed by both of us.
20. RUGS OR CARPETS REQUIRED (if not supplied)
You agree to keep all floor areas of Apartment (except kitchen and bath) at least 70 percent covered with carpets or rugs having a felt base or similar material to maintain quietness in the use of this apartment, unless the apartment is a ground floor unit.
21. Notices may be given by Landlord under this lease by mailing or delivering same to the leased premises or by posting on the premises unless otherwise required by law.
22. DEFAULT
If you default under this lease, or violate any agreement herein, Landlord (in addition to any rights and remedies otherwise provided by law) may distrain for the rent in accordance with law, and may terminate this lease by giving you not less than 10 days notice of such termination, provided, however, that if you move out, Landlord may terminate this lease by re-entry without any notice or may re-enter, at its election, in order to re-rent the premises for your account for the remainder of the term of this lease. No such termination or re-entry, however, shall deprive Landlord of any other action against you, provided by law, for possession, for rent and/or for damages including attorneys' fees.
23. SECURITY DEPOSIT AGREEMENT/RECIEPT
You have made a deposit of Eight Hundred Twenty Three Dollars and 00/100 (\$823.00) as partial security for faithful performance by you of your obligations under this lease. In this connection it is agreed as follows: This deposit is to be held by

Landlord until this lease has been terminated and you have surrendered possession of the premises to Landlord, in good, clean and undamaged condition, whereupon said deposit shall be (a) returned to you if Landlord then has no claim to make against you, or (b) applied by Landlord on account of any claim which Landlord may then have against you. This deposit is not to be considered to be in lieu of any claims we may have against you arising out of this lease. You shall be entitled to simple interest (not compounded) on this security deposit at the rate allowed by and accruing in accordance with applicable law from the date the security deposit was received by Landlord from you, such interest to be paid to you by the Landlord within 45 days after the end of your tenancy, subject to withholding or deduction therefrom by Landlord of any amount thereof required to cover any claim which the Landlord may then have against you. Any interest which may be earned on the security deposit shall belong to Landlord, subject to payment thereof by Landlord to you of the interest to which you become entitled as before set forth. Under Maryland statutory law you have the following rights: 1) To have the premises inspected at the beginning of the tenancy by us, in your presence, for the purpose of making a written list of damages that exist at the beginning of the tenancy provided that you make a written request to do so by certified mail within 15 days of your occupancy, 2) To be present when we or our agent(s) inspect the premises at the end of the tenancy in order to determine if any damage was done to the premises, provided that you notify us in writing, by certified mail at least 15 days prior to your date of moving of your intention to move, the date of moving, and your new address. We are required to notify you of the date and time of the inspection which shall occur within 5 days before or 5 days after the date of moving as designated in your notice referenced herein, 3) To receive, by 1st class mail, delivered to your last known address, a written list of the charges against the security deposit claimed by us and their actual costs, within 45 days after the termination of this tenancy, 4) To have any portion of the security deposit which is not used to defray charges made as indicated herein returned to you, by 1st class mail, addressed to your last known address within 45 days after the termination of your tenancy. Thus it is most important for you to provide us with your forwarding address. If we fail to comply with the security deposit law we may be responsible for a penalty of up to 3 times the amount of the security deposit withheld, plus reasonable attorney's fees

24. **AUTOMATIC RENEWAL AND NORMAL LEASE TERMINATION PROCEDURE**

Initials
This lease, with all its provisions and agreements shall (unless terminated by Landlord as elsewhere set forth in this lease) automatically continue in force from term to term of twelve months each after the expiration of the term above mentioned provided however, that either the Landlord or the tenant can terminate (end) the same at the end of the term above mentioned or at the end of any twelve month term thereafter, by giving at least three months previous notice thereof in writing and returning possession of the premises.

a) If, however, the Landlord provides the requisite notice in writing prior to the expiration of said term or any renewal thereof of the intention to change the terms and conditions of this lease, and the tenant holds over in possession after such notice, then, at the election of Landlord, the tenant shall be considered a tenant under the terms and conditions mentioned in such notice.

b) If, however, the tenant gives the required notice as aforesaid to terminate (end) this lease, and if the tenant then holds over in possession after the expiration of the term, this lease shall, at the election of the Landlord, continue and renew itself the same in all respects as if such notice of termination had not been given by tenant.

25. **EMERGENCY LEASE TERMINATION PROCEDURE**

If you shall desire to terminate this lease and do not comply with Paragraph 24 (NORMAL LEASE TERMINATION PROCEDURE) then you may:

- Give us written notice at least 30 days before the day you want this lease to be cancelled;
- Pay the rent to the cancellation date you have designated, apportioned on a per diem basis;

- Move out on or before the cancellation date stated in your notice leaving the premises in good, clean and undamaged condition, and deliver to us all keys to the premises on the day you move out.
- Pay, in addition to foregoing, an amount equal to two (2) months rent;

Upon compliance with the foregoing provisions of this Paragraph 25, this lease will be terminated as of the date of cancellation as above, and **YOUR SECURITY DEPOSIT WILL BE RETURNED TO YOU** less any actual damage to the premises caused by you, your family, guests or invitees or resulting from your failure to meet the requirements of the terms of this lease. But if you do not move out on or before the cancellation date stated in the notice, then, at the election of the Landlord, such notice shall lapse and become ineffective so to terminate this lease.

- If you move out without giving notice as above you will thereby be deemed to have given such notice stating the date of cancellation to be 35 days after the date on which you so move out, or
 - If you fail to perform or comply with your obligations under this lease and the Landlord terminates your tenancy by reason thereof, you will be deemed to have terminated this lease (by such failure on your part) pursuant to the above provisions of this paragraph 25 with the stated date of cancellation being the date that your tenancy is so terminated.
 - In either a) or b) above you will be charged amount equal to 2 month's rent in addition to any other amounts due hereunder because of the early termination of your lease.
26. It is agreed that any notice required by this lease to be given by you to us must, to be effective, be in writing and delivered to us by first class mail, with a certificate of mailing or other means by which you obtain a receipt indicating such delivery.

REGULATIONS

YOU AGREE TO COMPLY WITH THE FOLLOWING REGULATIONS:

YOU WILL NOT:

1. Leave any personal belongings on lawns, walks, driveways, or stoops, or in public halls, or stairways, or laundry rooms;
2. **DO ANYTHING THAT WILL DISTURB YOUR NEIGHBORS, OR WHICH MAY BE OBJECTIONABLE IN THE JUDGEMENT OF THE LANDLORD;**
3. Leave garbage or trash, or garbage cans or trash cans outside your apartment;
4. Overload the electric system or use the toilet for garbage or waste disposal;
5. Fail to return keys to Landlord at the end of your tenancy, regardless of how it is terminated or if you change the lock, or add another lock, on your entrance door unless, at the time of doing so, you must give the Landlord two keys for said changed lock or any added lock, **OTHERWISE YOU WILL BE CHARGED FOR SUCH KEYS AND ALL COSTS RELATED TO SAME;**
6. Litter the public halls or grounds;
7. Overload the washing machines or the drying machines;
8. Install or operate an air conditioning unit without our written permission;
9. Install fences or erect or maintain anything on outside of apartment;
10. **KEEP A DOG, CAT, OR ANY OTHER PETS ON OR ABOUT THE PREMISES;**
11. Maintain any washing machine, clothes dryer or dishwasher (unless supplied by us) in the apartment or anywhere else on the premises, nor hang clothes outside of your apartment;



Lease and Regulations
Lease and Regulations (continued)

- 12. Display any sign on or from the premises;
- 13. Erect or install any radio or television aerial or antenna without Landlord's prior written consent and not to erect any satellite antenna without 15 days prior written notice to Landlord; Landlord reserves all rights regarding proper placement of such device (s).
- 14. Do anything that will increase the rate of insurance premiums on the premises;
- 15. Alter or redecorate (paint, etc.) or add to the premises, or any part of same, without our written permission; and any permitted repairs or redecoration done by you shall be at your own expense; violation of this regulation is considered damage beyond normal wear and tear;
- 16. Maintain any junked, inoperable or unlicensed motor vehicle or trailer on or about the leased premises or in any public or private highway abutting the apartment development.

YOU WILL:

- 17. Place your garbage and trash for disposal as we direct;
- 18. Use the laundry facilities and drying machines in the manner and at the times we direct;
- 19. Keep your children from playing in the halls, and on the stairways;
- 20. Permit us to enter the apartment during reasonable hours to:
 - a. inspect the same and make any repairs we desire to make or
 - b. show the apartment to future tenants;
- 21. Comply with all laws and health and police regulations with respect to the leased premises.

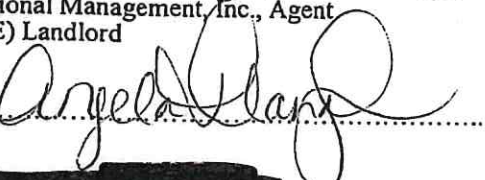
YOU AGREE that we may change these regulations and add other reasonable regulations from time to time as may be required to protect the property or add to the enjoyment thereof by tenants.

Initial

Here

WITNESS our respective signatures and seals:
Regional Management, Inc., Agent
(WE) Landlord

per



YOU (tenant)YOU(tenant)

.....YOU (tenant)YOU(tenant)

.....YOU (tenant)YOU(tenant)

4 of 4 Tenant's Initials:



**Chichi Nwachinemere, MD.
1232 Race Road, Suite 401
Rosedale, MD. 21237
Phone: (410) 686-3931
Fax: (410) 881-4572**

September 7, 2023

To Whom It May Concern

Ms. [REDACTED] is a patient in our internal medicine practice. She has a psychiatric condition which has worsened since she moved to Maryland from Florida. She has no support here in the state and has had trouble caring for her special needs child all alone in Maryland.

Patient will need to return to Florida thereby breaking her lease, in order to get help from other family members and friends at home. This move has been necessitated by the worsening mental health of the patient in light of the stressful condition she is living in.

For any further question, do not hesitate to contact our office.



Chichi Nwachinemere, MD.



SUBSTITUTE FORM 1099-INT

1		
2	REGIONAL MANAGEMENT INC., AGENT	52-0706579
3	11 E. FAYETTE ST.	
4	BALTIMORE, MD. 21202	
5		
6		
7	INTEREST INCOME FOR THE YEAR 2023	AMOUNT \$18.70
8		
9		
10	PAID TO : [REDACTED]	XXX-XX-6838
11	4933 D TODD AVE	THIS INFORMATION IS
12	BALTIMORE, MD. 21206	SUPPLIED TO THE
13		IRS AT YEAR END.
14		

10/14/23
 REGIONAL MANAGEMENT, INC. DATE 10-12-23
 TENANT'S RELEASE TO REGIONAL MANAGEMENT, INC.

I/We moved out of the premises known as 4933 D TODD AVE

On 10-15-20 23

None of our effects are left therein; keys to the premises are herewith returned relinquishing the above premises. Rent heretofore paid by me/us in advance, if any, is hereby forfeited to you. All tenants still responsible until all sign.

[Signature]

(SEAL)

(SEAL)

MOVED TO 2156 Harbor Dr.

CITY NAMES [REDACTED] STATE ZIP

PHONE# [REDACTED] (H) (W)
 WORK ADDRESS [REDACTED]

54 1 60 3 3 0 15 1 2 4 5 9 2
 MOVE OUT DATE

Integer gate rental/Improper turned to keys

REASON

2 keys
 2501 of keys
 923.00
 F.E. RET. KEYS RET. SEC. DEP.

APPROVED *[Signature]* AGT'S INITIALS *[Signature]*

REMARKS: [REDACTED]

SB162_MoCoDHHS_Frey_FWA.pdf

Uploaded by: Leslie Frey

Position: FWA



Montgomery County

Office of Intergovernmental Relations

ROCKVILLE: 240-777-6550

ANNAPOLIS: 240-777-8270

SB 162

DATE: January 30, 2024

SPONSOR: Senator Waldstreicher

ASSIGNED TO: Judicial Proceedings

CONTACT PERSON: Leslie Frey

(leslie.frey@montgomerycountymd.gov)

POSITION: FAVORABLE WITH AMENDMENT (Department of Health and Human Services)

Landlord and Tenant - Termination of Residential Lease - Limitation of Liability for Rent

Senate Bill 162 limits a tenant's liability for rent of a residential property to an amount not exceeding two months rent if a physician, counselor, therapist, or psychologist completes a form specifying that the tenant has an intellectual or developmental disability or a mental disorder and the tenant has vacated the property.

Montgomery County Department of Health and Human Services supports Senate Bill 162 as it extends financial protections for residents with developmental or intellectual disabilities or mental disorders, as assessed by appropriate professionals, to be consistent with those currently provided to persons with medical or physical conditions.

We respectfully request an amendment that would prohibit a public disclosure of a tenant's health information that may result from the submission of a certification by a physician, counselor, therapist, or psychologist to a landlord under the bill. We urge the committee to issue a favorable report with amendments that shield the health information of tenants while offering them the protections granted by the bill as introduced.

MBIA Letter of opposition to sb162.pdf

Uploaded by: Lori Graf

Position: UNF

January 30, 2024

The Honorable William C. Smith Jr.
Senate Judicial Proceedings Committee
Miller Senate Office Building,
2 East Wing 11 Bladen St.,
Annapolis, MD, 21401

RE: Opposition SB162- Landlord and Tenant- Termination of Residential Lease- Limitation of Liability for Rent

Dear Chairman Smith:

The Maryland Building Industry Association, representing 100,000 employees statewide, appreciates the opportunity to participate in the discussion surrounding **SB162 - Landlord and Tenant - Termination of Residential Lease - Limitation of Liability for Rent** MBIA **Opposes** the Act in its current version.

This proposal would seek to limit a tenant's liability for rent to no more than 2 months' rent after the date on which the tenant vacates a leased premise if a physician, counselor, therapist, or psychologist completes a form specifying that the tenant has an intellectual or developmental disability or mental disorder, the management of which is substantially limited by the leased premises

MBIA has concerns about the proposal given the vagueness of certain provisions within the bill. Specifically, on page 2, line 31, the term "substantially limited by the leased premises" is unclear. What does it mean? Who decides if the resident is substantially limited by the leased premises? The therapist, counselor or psychologist? Does a provider visit the rental unit? How will the housing provider verify that the diagnosis of the resident is accurate? These are important questions to determine whether the tenant would even be eligible to the intent of the bill.

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 Senate Judicial Proceedings Committee

SB 162-AOBA--UNF.pdf

Uploaded by: Ryan Washington

Position: UNF



Bill No: SB 162— Landlord and Tenant - Termination of Residential Lease - Limitation of Liability for Rent

Committee: Judicial Proceedings

Date: January 30, 2024

Position: Unfavorable

The Apartment and Office Building Association of Metropolitan Washington (AOBA) represents members who own or manage more than 23 million square feet of commercial office space and 133,000 apartment rental units in Montgomery and Prince George’s Counties.

Senate Bill 162 would allow a resident to terminate a lease early and limit the resident’s liability for rent to no more than two months if a certified counselor, therapist, or psychologist provides notice specifying that the resident has an intellectual or developmental disability or mental disorder that impedes their ability to continue to live in the leased premise.

AOBA appreciates the bill's sponsor for bringing forth this legislation to tackle mental health and applauds the sponsor for requiring that therapists and psychologists must be licensed in the State to provide notice of early termination of the lease. This language is helpful for instances where abuses arise regarding online diagnoses from websites that do not operate in the State, and residents can have easy access to doctors’ notes for deficiencies in mental or intellectual abilities. However, the association still has grave concerns and opposes SB 162 due to the following reasons:

- Physicians can already provide a diagnosis for mental disabilities that limits a renter's liability of rent in existing statutes;
- With the advent of online mental health counseling, it is far too easy to obtain a fraudulent diagnosis;
- The term “substantially limited by the leased premises” is not defined, and it is unclear who will be responsible for making this determination; and

- The bill limits the housing provider's ability to set terms for breaking the lease for mental disabilities.

Under current Maryland law, physicians are already able to provide a note or letter to housing providers stating a renter's inability to continue to live in a leased premise due to physical, intellectual, and mental disabilities. Residents must be able to demonstrate the following: 1) that their disabilities substantially restrict their physical mobility within or entering and exiting the leased premises or 2) require the resident to move to a facility or institution to receive care. AOBA members work with the residents and ensure they are reasonably accommodated if they demonstrate their inability to live independently or continue to rent out their units. The current model works best for housing providers and residents, and adding counselors and therapists to the existing definition will make the law duplicative.

Another issue AOBA members have cited is how easy it is to access doctors' notes and receive diagnoses online. Our members have encountered occurrences where residents can easily receive a doctor's note online from entities not operating locally or in the region that gives credence to the credibility of the notice and the diagnosis, which may lack a comprehensive examination of a resident's mental and intellectual capacities. To provide additional safeguards for housing providers, AOBA suggest language that requires the office's physical location to be in the State or region where they are authorized to practice.

Furthermore, the bill creates a new condition, **on Page 2, Lines 29-31**, for any mental disabilities substantially limited by the leased premises. This provision is confusing and problematic because 1) the bill makes it unclear who is responsible for making the determination, 2) there is no guidance for evaluating a resident's unit under the bill's definition 3) resident will be able to create new claims under the Fair Housing Act or Americans with Disabilities Acts by forcing a housing provider to give a resident reasonable accommodation by allowing early termination of lease.

Lastly, the bill does not authorize a landlord to decide the terms of early termination of the lease. Housing providers cannot determine the termination conditions and can significantly lose rent revenue. They can only receive up to two months of rent without considering the turnover costs for making necessary investments in vacant units once a tenancy ends. For example, if a resident is under a 12-month lease that began in January and they decide to break their lease in March, under this new law, they would only be liable for the two months of rent; the housing provider must make up the difference. On average, a housing provider spends around \$3,000-\$4,000 to turnover the unit, which includes any repairs, maintenance, and the period of time the unit is vacant between tenancies. Contributing to a decrease in revenue will undoubtedly impact housing providers, and they will have no way to recoup their losses. There needs to be consideration for housing providers to be able to decide on the terms of ending the lease agreement in this bill.

For these reasons, AOBA requests an unfavorable report on SB 162. For further information, contact Ryan Washington, AOBA's Government Affairs Manager, at 202-770-7713 or email rwashington@aoba-metro.org.

9 - SB 162 JPR - Boards - LOC .pdf

Uploaded by: State of Maryland (MD)

Position: UNF



Wes Moore, Governor · Aruna Miller, Lt. Governor · Laura Herrera Scott, M.D., M.P.H., Secretary

Board of Professional Counselors & Therapists
4201 Patterson Avenue
Baltimore, MD 21215

January 30, 2024

The Honorable William C. Smith, Jr.
Chair, Judicial Proceedings Committee
2 East Miller Senate Office Building
Annapolis, MD 21401-1991

RE: SB 162– Landlord and Tenant-Termination of Residential Lease - Limitation of Liability for Rent – Letter of Concern

Dear Chair Smith and committee members:

The Maryland Board of Professional Counselors and Therapists (the “Board”) is submitting this letter of concern for SB 162 – **Landlord and Tenant-Termination of Residential Lease -Limitation of Liability for Rent.**

The Board holds the belief that a written certification from a licensed mental health professional should not be used to determine liability in Landlord/Tenant disputes. The Board is concerned that the problematic nature of the proposed language of the bill is confusing and counterintuitive to the stated aims of the Bill. The Board believes that people who are disabled, and are working on getting a disability rating, or who have a mental health condition, should receive that determination of disability from a medical doctor or a disability specialist as determined by the Federal and State protocol guided by the Americans with Disabilities Act. The Board believes that opening this ability up to professional counselors and therapists will cause confusion, and possible misuse of this Bill and discrimination by landlords against persons with mental health conditions.

For these reasons, the Board respectfully requests an unfavorable vote on SB 162. If you would like to discuss this further, please contact Winnie Moore, Board Chair, at (240) 346-9712 or email Winnie.moore@maryland.gov.

Sincerely,

Chair, Board of Professional Counselors & Therapists

The opinion of the Board expressed in this document does not necessarily reflect that of the Department of Health or the Administration.