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## **Disability Rights Maryland**

Landlord and Tenant - Residential Leases and Holdover Tenancies - Local Just Cause

Termination Provisions

Hearing before the Senate Judiciary Committee

February 16, 2024 at 10:00am

Position: SUPPORT (FAV)

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Dear Members of the Senate Committee,

I am writing to express my support for Senate Bill 644- Landlord and Tenant-Residential Leases and Holdover Tenancies- Local Just Case Termination Provisions.

Disability Rights Maryland (DRM) is the federally designated Protection & Advocacy agency<sup>1</sup> in Maryland mandated to advance the civil rights of people with disabilities. One of DRM's goals is to end the unnecessary segregation and institutionalization of Marylanders with disabilities. To that end, DRM's Housing and Community Inclusion team works to expand housing opportunities for Marylanders with disabilities and to maintain housing stability to ensure people with disabilities can participate fully in all aspects of community life, and have equal access to opportunities.

I am a Housing Advocate at Disability Rights Maryland (DRM), where I support clients who experience lease non-renewals and the resulting tenant holding over cases landlords file against them. Many of these individuals are Section 8 voucher holders whose landlords are not required to show "good cause" to non-renew at the end of the lease term, and therefore face the continual threat of displacement. Some of these individuals live in declining conditions, but if they speak out about these conditions, face the risk of receiving a non-renewal of their lease. I worked with one tenant, Mr. W., a Section 8 Voucher holder whose annual lease was not renewed due to the property management retaliating against him for complaining about a bug infestation to The Baltimore County Housing Authority. The bugs were starting to come into his unit and this was affecting his living conditions. The building was inspected in July and August of 2022 and it failed HQS inspection twice. His annual lease was supposed to be renewed in August, however, shortly after reporting the infestation to the Housing Authority, he received a letter from the property management stating that his lease was not going to be renewed and he needed to vacate his unit.

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<sup>1</sup> For more information on Protection & Advocacy agencies, see NATIONAL DISABILITY RIGHTS NETWORK, <https://www.ndrn.org/> (last visited June 18, 2021).

Due to his disability and health conditions, Mr. W. was not able to move. DRM was able to negotiate a six month lease extension with his property management as a reasonable accommodation, but after six months, Mr. W. was still not able to find accessible housing or safely move due to his disabilities and health conditions and, his property management threatened legal action if he did not leave the unit. Eventually, with assistance from the Housing Authority, I helped Mr. W. find another accessible unit in The Baltimore County area, however, the stress of needing to move exacerbated his pre-existing health conditions and Mr. W. tragically died before being able to safely relocate to the new unit.

Mr. W.'s story is not uncommon. Like many of our clients, his disability and health conditions made moving difficult, if not impossible for him. The non-renewal of the lease was not for "good cause" as the property management could have simply dealt with the infestation at hand. Prior to reporting the infestation to the Housing Authority, Mr. W. had not violated the lease, he paid his rent on time, and did not participate in any illegal activities during his lease term. Mr. W. was threatened with eviction simply because he complained about the pest infestation impacting his health and he died from the stress of the attempting to move to avoid eviction.

It is important that this bill is pass as people with disabilities, like Mr. W., need to be able to remain in safe, accessible housing. If a "just cause" requirement for non-renewal of leases is enacted, landlords could not evict tenants as retaliation for exercising their rights. In the bill, there are several examples of "just cause" situations that would allow a landlord not to renew the lease. If Baltimore County had a "just cause" requirement for evictions in 2022, Mr. W. would not have been forced to move and might still be with us today, testifying himself in support of this bill. Maryland should ensure that people with disabilities continue to have stable, accessible housing, that their leases will be renewed unless the landlord shows good cause for non-renewal, and that they are not threatened with eviction as a holdover tenant, which this law would provide.

Thank you,

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