

Inconsistency in Condo Lien Laws

Real Property Article **11-110(d)** states that "Payment of assessments, together with interest, late charges, if any, costs of collection and reasonable attorney's fees may be enforced by the imposition of a lien on a unit in accordance with the provisions of the Maryland Contract Lien Act." **Fines are not included.**

Section **14-202(b)** states that a "lien may only secure the payment of: (1) Damages; (2) Costs of collection; (3) Late charges permitted by law; and (4) Attorney's fees provided for in a contract or awarded by a court for breach of a contract." **Fines and interest are not included.**

Presumably, damages include unpaid assessments, but interest is not included here as it is in 11-110(d). Which legislative intent is controlling? Did the legislature intend to exclude fines from damages as a **minimum protection** (see Commercial Law 13-103) against **frivolous fines** without **due process**? 11-110(d) should properly limit attorney's fees to those "awarded by a court" to better align with Section 14-202(b).

Suggested Clarifying Amendment

11-110

(d)(1) Payment of assessments AND ANY APPLICABLE RELATED CHARGES PERMITTED BY LAW [, together with interest, late charges, if any, costs of collection and reasonable attorney's fees] may be enforced by the imposition of a lien on a unit in accordance with the provisions of the Maryland Contract Lien Act. FINES AND INTEREST MAY BE ENFORCED ONLY AS PART OF A VOLUNTARY AGREEMENT, AND ANY UNPAID FINES AND INTEREST ARE PROSPECTIVELY VOID UPON THE CREATION OF A LIEN.

The HOA equivalent in Section 11B-117 is not similarly inconsistent.

Assessments Not Defined

The Real Property Article (Section 11-101 or elsewhere?) does not define "assessments," which should be defined as *annual predetermined charges as set forth in a duly adopted budget in accordance with Section 11-109.2*

Tallen at avatoy at gmail dot com