

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2022 Legislative Session

Bill No. CB-088-2022

Chapter No. 76

Proposed and Presented by Council Member Medlock

Introduced by Council Members Medlock, Turner, Streeter, Harrison, Glaros, Hawkins,
Ivey, Franklin and Taveras

Co-Sponsors _____

Date of Introduction September 27, 2022

BILL

1 AN ACT concerning

2 Landlord-Tenant Regulations - Security Measures and Security Equipment

3 For the purpose of providing that the Landlord-Tenant Regulations require that any portion of the
 4 common areas in multi-family rental facility shall be kept reasonably safe for tenants; and providing
 5 that certain safety and security features provided by the landlord shall be properly installed, properly
 6 maintained and fully functional; providing for enforcement of the regulations; and generally relating
 7 to security measures and security equipment in the common areas of multifamily rental facility.

8 BY repealing and reenacting with amendments:

9 **SUBTITLE 13. HOUSING AND PROPERTY STANDARDS.**

10 Sections 13-138 and 13-153,

11 The Prince George's County Code

12 (2019 Edition; 2021 Supplement).

13 **SECTION 1. BE IT ENACTED** by the County Council of Prince George's County,
 14 Maryland, that Sections 13-138 and 13-153 of the Prince George's County Code be and the same
 15 are hereby repealed and reenacted with the following amendments:

16 **SUBTITLE 13. HOUSING AND PROPERTY STANDARDS.**

17 **DIVISION 3. LANDLORD-TENANT REGULATIONS.**

18 **SUBDIVISION 1. GENERAL PROVISIONS.**

19 * * * * *

20 **Sec. 13-138. Definitions.**

1 [(14)] (7) State of **Emergency** shall mean the definition provided in Section 14-107 or Section
2 14-111 of the Public Safety Article of the Maryland Annotated Code.

3 [(7)](8) **Landlord** shall mean the legal and equitable owner(s) of a property, or any portion
4 thereof, used or to be used as a single-family rental facility or a multifamily rental facility and
5 shall include, without limitation, a mortgagee, vendee, contract purchaser, assignee of rents,
6 receiver, trustee, executor, personal representative, lessee, or any person, firm, or corporation
7 who manages the multifamily rental facility by contractual agreement with the owner.

8 [(8)] (9) **Lease** shall mean any written agreement which establishes or modifies the terms,
9 conditions, rules, regulations, or any other provisions concerning the maintenance, use, and
10 occupancy of a rental dwelling unit.

11 [(9)] (10) **Multifamily Rental Facility** shall mean any building, structure, or combination of
12 related buildings, structures, and appurtenances, operated as a single entity, housing cooperative
13 ("COOP"), or a condominium, in which the landlord provides for a consideration three (3) or
14 more rental dwelling units; but shall not be construed to mean any transient facilities such as
15 boarding houses, tourist homes, inns, motels, hotels, school dormitories, hospitals or medical
16 facilities, any other facilities operated for religious or eleemosynary purposes, continuing care
17 facilities regulated by the State pursuant to Article 70B of the Maryland Annotated Code, and
18 projects authorized under 10 U.S.C. 2828, which allows the U.S. Government to lease housing
19 facilities at or near a military installation for assignment, without rental charge, as family
20 housing for members of the Armed Forces.

21 [(10)] (11) **Notice** shall mean a written notice unless otherwise specified.

22 [(12)] **Security measures and security equipment in multi-family rental housing includes, but is**
23 not limited to, the maintenance of garages and parking lots, security gates, entryway locks,
24 lighting, security cameras, alarm systems, fencing and any measures designed to keep common
25 areas of the leased premises under the landlord's control in reasonably safe condition.

26 (13) **Senior lessee** means a person at least fifty-five (55) years of age at the time the lease or
27 renewal is offered.

28 [(12)] (14) **Single-Family Rental Facility** shall mean any building, structure, or combination of
29 related buildings, structures, and appurtenances operated as a single entity or a condominium, in
30 which the landlord provides, for a consideration, one or more rental dwelling units not licensable
31 under the Multifamily Rental Facility provisions; but shall not be construed to mean any

transient facilities such as boarding houses, tourist homes, inns, motels, hotels, school dormitories, hospitals or medical facilities, or any other facilities operated for religious or eleemosynary purposes, and projects authorized under 10 U.S.C. 2828, which allows the U.S. Government to lease housing facilities at or near a military installation for assignment, without rental charge, as family housing for members of the Armed Force.

[(11)] **(15) Tenant** shall mean any person who occupies a rental dwelling unit for living or dwelling purposes.

[(11.1)] **(16) Tenant With Substantial Loss of Income** shall mean any person who occupies:

(A) a rental dwelling unit for living or dwelling purposes; and

(B) tenant shall mean an existing tenant and does not include a prospective tenant; and

(C) this new provision is provided for tenants that are able to provide proof through documentation or other objectively verifiable means, that the tenant suffered a Substantial Loss of Income and are therefore unable to make rent payments as a result of the emergency, as defined by the Governor of the State of Maryland's Executive Order Number 20-04-30-01, 20-03-30-01 and 20-05-13-01, as amended and extended by the Governor, and under Section 143A-02 of the Public Safety Article of the Maryland Code.

* * * * *

SUBDIVISION 2. LANDLORD-TENANT CODE.

Sec. 13-153. - Maintenance of property; landlord's responsibility

(a) Warranty of Habitability. The landlord shall expressly warrant that, at all times during the tenancy, the landlord [he] will comply with all applicable provisions of any Federal, State, County, or municipal statute, Code, regulations, or ordinance governing the maintenance, construction, use, or appearance of the dwelling unit and the property of which it is a part.

(b) Duty to Maintain Facilities And Common Areas. The landlord shall be obligated to maintain all facilities and common areas supplied with the leased dwelling unit and/or as enumerated in the lease.

(c) Promulgate Written Rules With Written Notice to Tenant. The landlord may, however, promulgate written rules to be consistent with the lease governing the use of the leased dwelling unit and the property of which it is a part, so long as the rules are reasonable and are not in violation of the applicable provisions of any Federal, State, County, or municipal law cited above and/or are not inconsistent with the provisions of the lease. The tenant shall be notified in writing

1 of any changes in the aforesaid rules.

2 (d) Twenty-Four Hour Access For Emergency Purposes. Any landlord operating three or more
3 rental units in the same facility shall be obligated to maintain a 24-hour telephone number and/or
4 answering service where tenants may contact the landlord in the event of an emergency affecting
5 the health, safety, or welfare of any tenant or any property thereof. The landlord shall notify all
6 tenants of the number in writing and by posting the number in a conspicuous place. The
7 emergency number shall also be included in all leases executed after the effective date hereof. In
8 the event of a change of the 24-hour emergency number, the landlord shall promptly notify all
9 tenants of such change.

10 **(e) Security Measures and Security Equipment.** The landlord shall ensure compliance with the
11 following standards:

12 (1) Security equipment provided by the landlord shall be properly installed, properly
13 connected and properly maintained;

14 (2) Security equipment shall be capable of adequately performing the function for which it
15 was designed; and

16 (3) Security equipment in multi-family rental housing shall be maintained in safe and good
17 working condition. This requirement shall include, but is not limited to, garages and parking
18 lots, entryway locks, lighting, security cameras, alarm systems, fencing and security gates.

19 **(f) Enforcement of Maintenance of Security Equipment in Common Areas.** Tenants may
20 bring complaints of defective or malfunctioning safety measures or equipment and related
21 violations of Section 13-153 to:

22 (1) The landlord or the landlord's agent; and

23 (2) The landlord shall correct the defect or make repair(s) to the defective or malfunctioning
24 safety measures or equipment within fourteen (14) business days; and

25 (3) If the landlord fails to correct the defect or make repair(s) to the defective or
26 malfunctioning safety measures or equipment within fourteen (14) business days, the tenant may
27 bring the complaints to the Director of the Department of Permitting, Inspections, and
28 Enforcement (DPIE); and

29 (4) If DPIE determines that a violation has occurred, DPIE may impose a civil fine or an
30 administrative citation not to exceed five hundred dollars (\$500) for each violation; and

31 (5) Any penalty that DPIE imposes for a violation pursuant to this subsection, shall be in

1 addition to any other penalty authorized under Federal, State, County, municipal statute, Code,
 2 regulations, case law or ordinance governing the maintenance, construction, use, or appearance
 3 of the dwelling unit and the property of which it is a part.

4 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby
 5 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,
 6 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of
 7 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining
 8 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this
 9 Act, since the same would have been enacted without the incorporation in this Act of any such
 10 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,
 11 or section.

12 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
 13 calendar days after it becomes law.

14 Adopted this 24th day of October, 2022.

COUNTY COUNCIL OF PRINCE
 GEORGE'S COUNTY, MARYLAND

BY: _____
 Calvin S. Hawkins, II
 Chair

ATTEST:

 Donna J. Brown
 Clerk of the Council

APPROVED:

DATE: _____ BY: _____
 Angela D. Alsobrooks
 County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

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