



**Oakland Mills Community Association**  
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**April 16, 2018**  
**Testimony on Council Bill 20-2018**

Good evening Councilmembers, and thank you for this opportunity to speak with you. My name is Bill McCormack, and I am representing the Oakland Mills Community Association. Council Bill 20-2018 is a start toward better regulation of rental properties; however, it only deals with legal relationships between landlords and tenants. Of greater benefit and protection to the community will be enhancements to include applicable sections of Baltimore County Code of Ordinances, Article 13, Title 7, Subtitle 1 and Baltimore City Police Ordinances, Article 19, Subtitles 43, 43A, and 43B.

CB20-2018 covers landlord – tenant relations and regulates legal documents, disclosures, notices, and billing arrangements between landlord and tenant, tenant rights, and rights and responsibilities of landlords and tenants. While the rights of landlords and their tenants should be protected, so should the rights of the neighbors of rental properties. The Baltimore County and Baltimore City Ordinances deal with unlawful behavior of tenants and landlords and its effect on the local community:

- The Baltimore County Code of Ordinances, Article 13, Title 7, Subtitle 1 covers among other things nuisances on private property that are deemed detrimental to public health, safety or welfare, or the environment, and unruly social gatherings. Baltimore County has used this law to deal with unruly student parties in private rentals near Towson University.
- The Baltimore City Police Ordinances, Article 19, Subtitles 43, 43A, and 43B cover public nuisances, neighborhood nuisances and unruly social events. Baltimore City used this law to close a gas station that had become a location for drug deals.

Just as in Baltimore County and Baltimore City, there are bad landlords in Howard County who have a history of renting to tenants who break the law. Also, there are tenants who break the law and are moved from one Section 8 rental to another. CB-20, amended with the Baltimore County and City Ordinances can be used to terminate the landlord licenses of the bad landlords and terminate the tenants from the voucher program. In conversations with our police officers they stated that they know landlords and tenants who are constant problems.

Please provide the tools to enhance community safety so that everyone is a good neighbor in a good neighborhood.



TO: Howard County Council

FROM: Aaron J. Greenfield  
Kathy Howard, General Counsel, Regional Management, Inc.

SUBJECT: CB 20-18

DATE: April 16, 2018

This testimony is offered on behalf of Maryland Multi-Housing Association (MMHA). We are a professional trade association established in 1996, whose members consists of owners and managers of more than 190,000 rental housing homes in over 800 apartment communities. In addition, MMHA represents companies that manage over 35,000 condominium and home owner associations in over 250 communities. Our members house over 556,000 residents of the State of Maryland and we have 200 associate member companies who supply goods and services to the multi-housing industry. Lastly, MMHA represents 79 apartment communities with a total of 16,469 units in Howard County.

MMHA supports reasonable safeguards to protect residents and landlords. CB 20-18 proposes several requirements related to the landlord-resident relationship. Provisions include:

- Increased investigative oversight by the Office of Consumer Affairs
- Providing information to a prospective resident
- Limits on lease application fees
- Required lease provisions
- Unit walk-through requirements
- Emergency notice requirements
- Lease termination allowances based upon certain tenant circumstances, like loss or change of employment and other causes
- A process for and lease language related to ratio utility billing

Attached are MMHA's suggested amendments which seek to ensure that this legislation is effective for all parties. We appreciate the opportunity to meet with the Sponsor and express our concerns and offer suggestions.



**MARYLAND MULTI HOUSING ASSOCIATION PROPOSED  
AMENDMENTS TO HOWARD COUNTY COUNCIL BILL No. 20-2018**

1. Page 5, Line 17 ADD next to (I) an “(a)”

2. Page 5, Line 19 ADD after “;” the following:

“(b) A LANDLORD MAY REQUEST THAT THE OFFICE ISSUE A SUBPOENA FOR RENTAL HOUSING RECORDS;”

**COMMENT: The Landlord should be able to request that the Office issue a subpoena for records since the Landlord has a duty to protect the privacy of tenant information**

3. Page 6, Line 25 ADD after the “;” the following:

A NOTICE IN COMPLIANCE WITH THE REQUIRMENTS PUSUANT TO THE FEDERAL FAIR CREDIT REPROTING ACT (FCRA), 15 U.S.C. § 1681 et seq. AND THE CODE OF MARYLAND REGULATIONS, (COMAR) §09.03.07.04. WHICH INFORMS THE APPLICANT OF THEIR RIGHTS UNDER SUCH LAWS SHALL BE PROVIDED TO THE APPLICANT.

4. Page 6, line 25 through line 31 DELETE from the word “THE” and continue the deletion to Page 7, through Line 4.

**COMMENT: Currently the FCRA and Md’s COMAR section provide for the exact information that is listed in this section and the codes provide forms to be used to inform applicants about their rights, including their rights upon denial of an application. It should be noted that one thing that FCRA requires that is not listed in the bill language is a notice to the applicant where their application is conditionally approved-for example where they need a co-signer or guarantor, thus MMHA recommends that citing the applicable law will be sufficient notice to landlords and tenants as to where to find proper notice language.**

5. Page 7, Line 22 DELETE the word “RECEIVES” and ADD the word “APPROVES”

6. Page 7, Line 24 after the word “COPY” ADD the words “IN WRITING OR ELECTRONICALLY”

7. Page 7, Lines 27 though Line 29 DELETE from the word “THE” through the “;” and ADD the following after the word “THAT”:

THEY HAVE THE RIGHT TO HAVE THE DWELLING UNIT INSPECTED BY THE LANDLORD IN THE TENANT’S PRESENCE TO IDENTIFY EXISTING DAMAGE TO THE UNIT OR PERSONAL PROPERTY IN THE UNIT IF, AT THE BEGINNING OF THE TENANCY THE TENANT SO REQUESTS BY CERTIFIED MAIL WITHIN 15 DAYS OF THE TENANT’S OCCUPANCY.

**COMMENT: This language tracks MD Real Property Code Section 8-203.1 and gives the tenant additional time after occupancy to request the inspection thus it allows the tenant time to “test drive” the dwelling unit after occupying and to report items that might not have been readily noticeable prior to actually living in it.**

8. Page 8, Line 3 After the word “AND” ADD “(i) IN AN APARTMENT COMPLEX THAT



CONTAINS 4 OR LESS DWELLING UNITS,”

Page 8, Line 4 after the word “UNIT” ADD the following:

“OR (ii) WHERE THE APARTMENT COMPLEX HAS MORE THAN 4 DWELLING UNITS THE LICENSE SHALL BE PROMINENTLY DISPLAYED IN A RENTAL OFFICE OR OTHER AREA WHERE LEASES ARE SIGNED AND PROVIDE A COPY OF THE LICENSE UPON REQUEST OF THE TENANT”

**COMMENT: this allows for differences between small and large rental operations.**

9. Page 8, Line 11 After the word “OWNER” ADD the word “INTENTIONALLY”

After the word “”PROVIDE” ADD the word “OR DISPLAY”

After the word “THE” ADD the words “LICENSE INFORMATION”

STRIKE the word “NOTICE”

**COMMENT: This protects the Landlord where the license is held up through no fault of the landlord’s.**

10. Page 8, Line 19 STRIKE the words “ON REQUEST OF THE LANDLORD: and ADD before the “,” the words “WHERE A TENANT HAS REQUESTED A BROCHURE IN A LANGUAGE OTHER THAN THESE

Page 8, Line 21 ADD before the “.” The words “PRACTICAL AND THE LANDLORD SHALL PROVIDE THE BROCHURE TO THE REQUESTING TENANT WITHIN 15 DAYS OF RECEIVING IT FROM THE OFFICE”

**COMMENT: This protects the Landlord where the translated brochure is unavailable and held up through no fault of the landlord’s.**

11. Page 8, Line 28 after the word “INSPECT” ADD the words “OR REQUEST”

Page 8, Line 30 after the word “OWNER” ADD the word “INTENTIONALLY”

**COMMENT: This protects the Landlord where the license is held up through no fault of the landlord’s.**

12. Page 9, Line 3 after the word “VIOLATION” ADD the words “BY CERTIFIED MAIL”

Page 9, Line 5 after the word “NOTICE” ADD the words “WHICH SHALL BE A MINIMUM OF 30 DAYS”

Page 9, Line 6 after the “(I)” ADD the words “AFTER THE ABATEMENT PERIOD OR IN ACCORDANCE WITH THE DEPARTMENT’S OR A COURT’S ORDER,”

**COMMENT: This provides the Landlord the chance to abate a problem within a reasonable period of time but allows the tenant a remedy if the problem remains unabated.**

13. Page 9, Line 20 after the “,” DELETE the word “AS” through the word “REPAIR”

**COMMENT: MMHA is concerned with the fact that these codes change often and generally have “grandfathering” clauses in them for older properties, thus making compliance with “the Code” an express warranty exposing landlords of older properties, who may be completely code compliant, to “express warranty” litigation because they don’t meet nor need they meet current code requirements.**

14. Page 10, Line 1 after the word “THE” ADD the words “AMOUNT ON AN INVOICE ITEMIZED BY THE LANDLORD OR A SERVICE PROVIDER” and DELETE the words



“ACTUAL COST OF THE SERVICE”

**COMMENT: The Landlord may not know the “actual cost” of a service if provided by an outside entity but can provide an itemization of what the cost is.**

15. Page 10, Line 4 After the “(1)” the word “A” through the word “SHALL” and before the word “THAT” ADD the following: “(i) A LANDLORD SHALL PROVIDE NOTICE TO A TENANT”

Page 10, Line 6 DELETE the “.” and ADD the following:

“IN A RECEIPT IN ACCORDANCE WITH SECTION 8-203.1 OF THE REAL PROPERTY ARTICLE OF THE MARYLAND CODE. (ii) THIS RECEIPT MAY BE INCLUDED IN A WRITTEN LEASE AND MUST INCLUDE THAT:”

Page 10, Lines 7, DELETE the words “A LEASE SHALL STATE THAT” and before the word “THE” ADD “(a)”

Page 10, Line 10, DELETE the words “A LEASE SHALL STATE THAT” and before the word “IF” ADD “(b)”

Page 10, Line 13 after the word “DAMAGE” DELETE the “.” And ADD the following: “; AND”

Page 10, Line 14 DELETE the words “A LEASE SHALL STATE THAT” and before the word “THE” ADD “(c)”

**COMMENT: THIS IS THE EXACT WORDING FROM THE Md. RP CODE-SEC 8-203(C)**

16. Page 10, Lines 18-19 DELETE the words “OR MONEY ORDER”

Page 10, Line 20 before the “.” ADD as follows “AND UPON REQUEST WHERE A TENANT PAYS WITH A MONEY ORDER”

17. Page 11, Line 11 After “(1) ADD the following:

“APPLICABILITY-THIS SECTION DOES NOT APPLY TO A TENANT UNDER A RESIDENTIAL LEASE THAT CONTAINS A LIQUIDATED DAMAGES CLAUSE OR EARLY TERMINATION CLAUSE THAT:

- (i) REQUIRES WRITTEN NOTICE TO VACATE OF 1 MONTH OR LESS; AND
- (ii) IMPOSES LIABILITY FOR RENT LESS THAN OR EQUAL TO 2 MONTHS’ RENT AFTER THE DATE ON WHICH THE TENANT VACATES THE LEASED PREMISES.

(2) SUBJECT TO SUBSECTION (1) OF THIS SECTION AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS TITLE,”

Page 11, Line 11-12 after the word “LEASE” DELETE the word “ON” through the word “LANDLORD”

Page 11, Line 13 DELETE the number “25” and ADD the number “100”

Page 11, Line 14 ADD after the word “EMPLOYMENT” the following:

“WHICH IS CONFIRMED BY THE TENANT’S CURRENT EMPLOYER AND UPON THE TENANT PROVIDING 30 DAY’S WRITTEN NOTICE TO THE LANDLORD”

Page 11, Line 16 after the word “LEASE” ADD the following:

“CONFIRMED BY A CERTIFICATE OF DEATH OR CERTIFICATION OF THE EMPLOYER AND THE TENANT PROVIDING 30 DAYS WRITTEN NOTICE TO THE LANDLORD” and DELETE the word “OR”

Page 11, Line 17 DELETE the word “OTHER “ through the word “CONTROL” and ADD the



following:

MILITARY PERSONNEL RECEIVING CERTAIN ORDERS IN ACCORDANCE WITH SECTION 8-212.1 OF THE REAL PROPERTY ARTICLE OF THE MARYLAND CODE; OR

(IV) A CERTIFICATION IN ACCORDANCE WITH SECTION 8-212.2 OF THE REAL PROPERTY CODE.

**COMMENT: This is the Medical Release with Dr.'s note Section of Md. RP Code.**

Page 11, Line 19 After the word "FOR" ADD the following:

"(i) DAMAGES IN ACCORDANCE WITH THE APPLICABLE STATUTE, OR (ii)" and after the word "EXCEED" DELETE the word "ONE" and ADD the word "TWO"

**COMMENT: THIS IS IN ACCORDANCE WITH LIMITATION ON SECURITY DEPOSIT AMOUNTS SEE RP SECTION 8-203(b)**

18. Page 12, Line 7 After the word "THAT" ADD the following: "INCURRED BY THE LANDLORD OR THAT"

**COMMENT: COSTS THAT THE LANDLORD MUST EXPEND TO FILE AN ACTION AGAINST A BREACHING TENANT BUT WHICH DOES NOT GO TO TRIAL SHOULD BE RECOVERABLE BY THE LANDLORD**

Page 12, Line 16 After the word "DUE" ADD the following:

"UNLESS THE TENANT IS IN ARREARS FOR ALL OR ANY PORTION OF A PREVIOUS MONTHS RENT INCLUDING ANY CHARGES PAYABLE UNDER THE LEASE WHICH WERE PREVIOUSLY BILLED TO AND UNPAID BY THE TENANT"

**COMMENT: A LANDLORD SHOULD NOT HAVE TO WAIT TO FILE ON A TENANT WHO IS CURRENTLY DELINQUENT ON MORE THAN ONE MONTH'S RENT OR CHARGES THAT ARE OWED UNDER THE LEASE AND WHICH HAVE BEEN BILLED FOR AND REMAIN UNPAID.**

Page 12, Line 28 After the word "RENT" ADD the following:

"AND CHARGES SPECIFIED IN THE LEASE AND INTITALLED BY THE TENANT DIRECTLY RELATED TO THE TENANT'S USE AND OCCUPANCY OF THE DWELLING UNIT INCLUDING, WATER, ELECTRICITY, OIL OR OTHER UTILITY SERVICE "

**COMMENT: THE TERMS OF THE LEASE CONTRACT ENNUMERATE THOSE THINGS THAT THE TENANT MUST PAY FOR IN ORDER TO RENT THE PROPERTY AND LAWFULLY OCCUPY IT. PAYMENT FOR WATER AND UTILITIES IS INTEGRAL TO THE PROPER AND LAWFUL OCCUPANCY OF A RENTAL UNIT AND AS SUCH MAY BE INCLUDED IN A LEASE AS A RENTAL OBLIGATION OF THE TENANT BECAUSE THEY RELATE TO THE TENANT'S USE, POSSESSION AND ENJOYMENT OF THE PREMISES. SEE, UNIVERSITY PLAZA V. GARCIA, 279 MD. AT 66, 367 A.2D AT 960. MMHA BELIEVES HOWEVER, THAT THE LEASE SHOULD BE CLEAR ABOUT SUCH CHARGES AND THAT THE TENANT SHOULD BE MADE AWARE OF THEM AT LEASE SIGNING.**

19. Page 13, Line 2 After the word "COMPLEX" ADD the words "AT THE END OF"

**COMMENT: TRANSFERS DURING THE COURSE OF A TENANCY REQUIRE THE LANDLORD TO HAVE 2 UNITS OFF THE MARKET RELATED TO A SINGLE**



**TENANCY WHICH RESULT IN ADDITIONAL EXPENSES FOR THE LANDLORD FOR PERSONNEL, RECORD KEEPING AND THE LIKE WHICH DO NOT OCCUR AT THE END OF THE TENANCY.**

Page 13, Line 11 After the word "OFFICE" ADD the following: "SUBJECT TO SECTION 17.904 B (3)(I)(b) OF THIS SUBSECTION"

Page 13, Line 16 After the "(I)" DELETE the words "POST A DURABLE NOTICE LISTING" and ADD the words "PROVIDE IN A LEASE" then DELETE the word "EMERGENCY" and ADD the word "TELEPHONE" then after the word "INFORMATION" ADD the words "WHICH CAN CONNECT TO AN AFTER HOURS RESPONSE NUMBER WHICH CAN CONNECT WITH THE LANDLORD'S PERSONNEL; OR

(II)PROVIDE EMERGENCY CONTACT INFORMATION WHICH IS LOCATED."

Page 13, Lines 18-19 after the word "APPLIES" DELETE from the "," through the "."

Page 13, Line 21 after the word "SHALL" DELETE the word "SEND" and ADD the word "PROVIDE" and after the word "THE" ADD the words "ABOVE INFORMATION IN A" And after the word "TENANT ADD the words "IN THE LEASE"

Page 13, Line 25 After the word "EMERGENCY" ADD the following: "UNLESS THE TELEPHONE NUMBER PROVIDED BY THE LANDLORD CAN CONNECT TO AN AFTER HOURS RESPONSE NUMBER WHICH CAN CONNECT WITH THE LANDLORDS PERSONNEL"

**COMMENT: TYPICALLY CONTACT INFORMATION OF THIS NATRUE IS PROVIDED BY THE LANDLORD IN THE LEASE AND TELEPHONE NUMBERS SUPPLIED DEFAULT TO ANSWERING SERVICES DURING NON OFFICE HOURS SO THAT SERVICE PERSONNEL CAN BE CONTACTED EFFICIENTLY. POSTING ON THE PREMISES IS UNRELIABLE BECAUSE OF VANDALISIM AND THE LIKE.**

20. Page 14, Line 19 After the word "LANDLORD" ADD the words "OR A THIRD PARTY PROVIDER"

Page 14, Line 21 After the word "LANDLORD" ADD the words "OR A THIRD PARTY PROVIDER"

Page 14, Lines 24-25 After the "," ADD the following: "UNLESS THE LANDLORD EMPLOYS A THIRD PARTY PROVIDER IN WHICH CASE THE" then DELETE the word "NOT A" then after the word "THIRD-PARTY" DELETE the word "BILLING AGENT" and ADD the words "PROVIDER MUST ALSO BE CONTACTED"

Page 14, Lines 26-28 DELETE "(4) through the "," and renumber the following subsections accordingly.

Page 15, Line 7 after the word "LANDLORD" ADD the words "OR A THIRD PARTY PROVIDER"

Page 15, Line 10 after the word "LANDLORD" ADD the words "OR A THIRD PARTY PROVIDER"

Page 15, Line 18 after the word "LANDLORD" ADD the words "OR A THIRD PARTY PROVIDER"

Page 15, Line 20 after the word "LANDLORD" ADD the words "OR A THIRD PARTY PROVIDER"

Page 15, Line 22 after the word "TENANTS" ADD the words "IN THE TENANT'S BUILDING"

Page 15, Line 23 after the word "TENANTS" ADD the words "IN THE TENANT'S BUILDING"



Page 15, Line 25 after the word “INFORMATION” ADD the word “REASONABLY”  
**COMMENT: THESE CHANGES ACKNOWLEDGE THE FACT THAT MOST LANDLORDS USING A “RUBS” SYSTEM DO SO THROUGH A THIRD-PARTY PROVIDER WHO HAS THE RECORDS, NOT THE LANDLORD.**

21. Page 16, Line 1 After the word “LANDLORD” ADD the words “FOR WHICH THE LANDLORD ALONE IS RESPONSIBLE”

Page 16, Line 4 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

Page 16, Line 5 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

Page 16, Line 8 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

Page 16, Line 9 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

Page 16, Line 14 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

Page 16, Line 15 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

Page 16, Line 18 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

Page 17, Line 23 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

Page 17, Line 26 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

Page 17, Line 27 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

Page 17, Line 30 After the word “LANDLORD” ADD the words “OR THIRD PARTY PROVIDER”

22. Page 18, Line 4 After the “(7)” ADD the following:

“A LEASE SHALL SPECIFICALLY STATE THAT AN ALLOCATED UTILITY SERVICE BILL IS CONSIDERED RENT AND SUCH TERM MUST BE INITIALLED BY THE TENANT AT LEASE SIGNING, OTHERWISE”

**COMMENT: THE TERMS OF THE LEASE CONTRACT ENNUMERATE THOSE THINGS THAT THE TENANT MUST PAY FOR IN ORDER TO RENT THE PROPERTY AND LAWFULLY OCCUPY IT. PAYMENT FOR WATER AND UTILITIES IS INTEGRAL TO THE PROPER AND LAWFUL OCCUPANCY OF A RENTAL UNIT AND AS SUCH MAY BE INCLUDED IN A LEASE AS A RENTAL OBLIGATION OF THE TENANT BECAUSE THEY RELATE TO THE TENANT’S USE, POSSESSION AND ENJOYMENT OF THE PREMISES. SEE, UNIVERSITY PLAZA V. GARCIA, 279 MD. AT 66, 367 A.2D AT 960. MMHA BELIEVES HOWEVER, THAT THE LEASE SHOULD BE CLEAR ABOUT SUCH CHARGES AND THAT THE TENANT SHOULD BE MADE AWARE OF THEM AT LEASE SIGNING. THIS SECTION SHOULD CLARIFY THAT UNLESS THE LEASE**





**SPECIFIES THAT AN ALLOCATED UTILITY SERVICE BILL IS CONSIDERED RENT PAYABLE BY THE TENANT, THEN THE TENANT IS NOT RESPONSIBLE FOR ITS NON-PAYMENT.**

23. Page 20, Line 29 after the word "TENANTS" ADD "WHO ARE MEMBERS OF THE ORGANIZATION"

Page 20, Line 29 after the word "NOT" ADD the words "IN ANY WAY"

Page 20, Line 30-31 after the word "TENANTS" DELETE the words "UNLESS" through "'SO"

**COMMENT: MMHA IS CONCERNED THAT THE WORDING HERE IS MISLEADING BECAUSE UNDER MARYLAND'S RULES OF PROFESSIONAL CONDUCT, RULE 5.5 THE UNAUTHORIZED PRACTICE OF LAW IS PROHIBITED. NON ATTORNEYS ARE NOT ALLOWED TO REPRESENT OTHERS EVEN WITH THE AUTHORIZATION OF THE INDIVIDUAL BECAUSE LIMITING THE PRACTICE OF LAW TO MEMBERS OF THE BAR PROTECTS THE PUBLIC AGAINST THE RENDITION OF LEGAL SERVICES BY UNQUALIFIED PERSONS. ALTHOUGH A TENANT'S ORGANIZATION CAN OF COURSE REPRESENT ITSELF AND THE VEIWS OR COMPLAINTS BROUGHT TO IT BY ITS MEMBERS, IT CANNOT LEGALLY REPRESENT A PARTICULAR TENANT OR A CLASS OF TENANTS AS ONLY AN ATTORNEY EXCLUSIVELY IS ALLOWED TO DO.**



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April 16, 2018

The Honorable Mary Kay Sigaty  
Chairperson, Howard County Council  
George Howard Building  
3430 Courthouse Drive  
Ellicott City, MD 21043

Re: CB 20-2018, AN ACT to regulate specified matters between certain landlords and tenants

Dear Chairperson Sigaty,

On behalf of the Howard County Association of REALTORS® (HCAR), I am writing to update members of the Council on the progress made between HCAR, the Office of Consumer Protection and the Chairperson's office since our last communication.

HCAR had a very productive discussion with the above parties last week. We received clarification on several items, and possible agreement on minor amendments which may resolve others. They include:

**17.907. LEASE APPLICATION REQUIREMENTS, (D). FEES**

HCAR received assurances that landlords would be able to recover costs for actual time spent on administrative tasks related to a tenant application, including verification of income, employment, previous addresses and tenancies, and character references. If questions about these charges arise, the landlord would be able to show compliance with this section by stating the tasks completed and the time spent conducting each, multiplied by the landlord's hourly labor rate.

**17.908. REQUIRED INFORMATION. (A) IN GENERAL**

HCAR received clarification on the following:

- **Item (1)**, which requires landlords to provide the tenant a proposed lease, refers to a blank standard lease agreement prior to any negotiated terms between the landlord and tenant. The landlord may also provide the lease to the tenant using electronic means.



- **Item (2)** requires that landlords provide copies of Common Ownership Community rules impacting tenant usage of the property and common areas. The landlord will show a good faith effort to provide the most recent version of the Community documents to the tenant after their application has been accepted. The landlord will also provide rule updates to the tenant as they are made available by the Association.
- **Item (5)** requires the landlord to provide the Office's publication in the language of the tenant's choice at the time the application is received, but that if the language requested is not available, it will be provided at a later time. It was clarified that compliance with this section may be satisfied by the landlord referring the tenant to the Office of Consumer Protection to obtain a new translation and retaining documentation of that referral.

**Item (3)** generated much discussion among the parties as to the difference between a rental viewing or showing and a walk-through inspection of a property, as well as the typical timing of these activities as they relate to lease signing. HCAR believes that tenants should have full information on the unit they will ultimately rent, but that delaying lease signing until this process is completed complicates the rental process for both tenants and landlords. HCAR would be supportive of technical amendments which would establish the following process:

1. The tenant may request to view the actual rental unit prior to lease signing.
2. Following lease signing but prior to possession of the unit, the landlord will conduct a walk-through inspection to note dwelling condition. The tenant may be present for the walk-through inspection.
3. Following the walk-through inspection, the tenant agrees to accept the unit in its present condition, unless otherwise agreed to by the tenant and landlord in writing.

**17.909. REQUIRED LEASE PROVISIONS. (B) RENTAL HOUSING LICENSE.**

HCAR expressed concern that this provision did not allow a grace period for processing delays or extensions granted by regulatory bodies. We received assurances that the County would follow established DILP procedures and that landlords may document their compliance activities to the Office of Consumer Protection to satisfy this section.

**17.909. REQUIRED LEASE PROVISIONS. (C) CONDITION OF UNIT.**

HCAR received clarification that these existing code sections are incorporated into a lease by reference only and do not constitute new requirements on landlords.

**17.909. REQUIRED LEASE PROVISIONS. (G) LANDLORD ACCESS TO DWELLING UNIT.**

HCAR and the County agreed that a technical amendment to allow mutually-agreed waiving of the 24-hour requirement could be beneficial to both tenants and landlords, resulting in more timely repairs to the dwelling unit than would otherwise be allowed.

One provision of CB 20 where agreement has not yet been reached concerns the tenant termination provisions under **17.909 (H)**. HCAR certainly sympathizes with tenants who face unexpected hardships, like involuntary changes in employment location or the financial impacts created due to the death of a household income-earner. In our view, most responsible landlords are also sympathetic to tenants in these circumstances and would do what they could to minimize further impacts these individuals.

However, there are landlords, particularly those of a single property, who themselves would face hardship if a tenant were to unexpectedly vacate a property. During the last real estate downturn, many turned to renting dwellings rather than lose them to short sale or foreclosure. They may even be renting those units for less than the cost of that property's current mortgage payment. We do not want the termination provisions in this bill to result in undue financial harm to landlords such as these. If it does, the County may experience additional property foreclosures, a reduction in rental housing, or more rigorous screening requirements for tenants who may be likely to exercise the termination provisions.

It is our hope that we may continue to work toward an agreement on this issue. HCAR is continuing its internal discussions on possible amendments to 17.909 (H), which may include:

1. Raising the minimum distance from 25 miles for involuntary change of employment location;
2. Measuring that distance from the location of the rental unit, rather than the current place of employment;
3. Allowing lease termination only for permanent involuntary changes in employment location
4. Narrowing the scope of eligible causes under which a tenant may terminate;
5. Increasing the maximum termination charge from the proposed 30 days rent; and,
6. Including an express assurance that a landlord may require verification or documentation for the cause of tenancy termination.

We likewise hope that the Council will consider the above revisions as a reasonable compromise which protects the financial interest of both the tenant and a landlord during a difficult situation.

HCAR once again thanks Chairperson Sigaty and the Office of Consumer Protection for considering our comments and willingness consider revisions to CB 20 as introduced. We look forward to working with the Council over the next few weeks as these amendments are developed.

Sincerely,



JoAnn Alexander

President

Howard County Association of REALTORS®



**Howard County Council  
Public Hearing Testimony  
April 16, 2017**

**Council Bill 20-2018: Tenant Protections**

The Association of Community Services supports the intent of Council Bill 20-2018 to enhance the capacity of the Office of Consumer Protection and other government entities abilities to protect Howard County tenant rights.

ACS reads this bill through two lenses. The first is from the perspective of the individuals served by its nonprofit member organizations, the majority of whom do not have the experience necessary to fully understand the requirements and ramifications of the application or lease they are signing, nor the alternatives available to them should they end up in a dispute with their landlord. Having County-required tenant rights within the applications and leases associated with County-licensed rental properties would be a major step in avoiding, or if necessary resolving, disputes.

The second lens through which ACS views the proposed legislation is on behalf of its nonprofit members who must work tirelessly to identify landlords willing to rent their properties to households that may have income or other rental barriers. In addition, some of our members are themselves landlords leasing units to low income, disabled or senior households. We need to continue to attract private landlords, not dissuade them from increasing the County's pool of affordable and accessible housing. And we should not create the unintended consequences of financial or administrative burden on already under-resourced nonprofits that provide and manage affordable and accessible housing units.

We encourage CB 20-2018 sponsors to talk with nonprofit representatives and private landlords to discuss the merits of and potential resolution to any concerns they may have about the legislation as proposed. ACS is appreciative of this effort to improve the County's protection of all, but particularly of economically or otherwise vulnerable tenants. We are equally interested in ensuring legislation that respects the mission and operational capacity of nonprofit landlords.

Thank you for this opportunity to testify on behalf of ACS.

Respectfully,

*Jackie Eng*

Jackie Eng, Chairperson  
ACS Public Policy Committee

Kelly McLaughlin – Testimony on Council Bill 20-2018 (the “Landlord Tenant Relations bill”) at the April 16, 2018 legislative hearing.

Good evening Council Members. My name is Kelly McLaughlin. I live in Ellicott City, am a Howard County resident, and serve as the Executive Director for Bridges to Housing Stability (also known simply as “Bridges”), which is a nonprofit that serves Howard County.

Most of you may know that Bridges serves the homeless in Howard County who are referred to us through the County’s coordinated system of homeless services. We provide intensive case management and some financial assistance to those who are already homeless or who are at imminent risk of homelessness (facing eviction). We also work with low-income households and very low income households, those that are making between \$33,000 and \$66,000 a year, by helping them connect with landlords that are offering affordable rents. It is a real challenge for us to find affordable housing for our clients in the County, but we have good working relationships with a number of local landlords (both corporate and individual landlords). Further, as many of you may already know, Bridges also provides affordable housing to low-income and very low-income Howard County families. As such, Bridges is also a landlord and is directly impacted by this bill.

While Bridges generally supports this bill, we have some concerns. We are in favor of providing tenants with adequate notices of their rights and don’t believe the notice provisions to be overly burdensome, considering many of them are already imposed by State law or simply involve providing copies of licenses and documents that already required by local County law. However, we are not in favor of the early termination provision as it currently reads, not just from the perspective of a landlord, but from the perspective of an organization looking for landlords in the County who will provide affordable housing for the vulnerable population we serve.

As it is written, the early termination provision of the bill creates additional and unreasonable financial risk for landlords. I’d like to address each prong of this provision separately.

Firstly, allowing tenants to give just 30 days’ notice to a landlord to terminate a lease because of an involuntary change in job location of more than 25 miles, isn’t sufficient notice. It certainly isn’t for Bridges, and we never have a lack of interest in our rental homes. It takes time to advertise or reach out to a waiting list. It takes time and lots of schedule juggling to show a home to prospective tenants. It takes time to run credit and background checks. In the case of an affordable housing nonprofit landlord, we have to evaluate whether the tenant is truly eligible from an income perspective (not that they make too little, but rather than they qualify as low-income, and income-qualify tenants takes time. It takes time to walk through all the paperwork for any new lessee. It can easily take longer than 30 days to tee-up the next eligible tenant. We believe that 30 days is insufficient and that the Council should consider amending this notice period to 60 days, to give landlords sufficient and reasonable time to mitigate the risk of vacancy. If the landlord believes it can or is able to re-let the unit in less

time, it can agree to let the tenant out of the lease sooner, but in the event the landlord truly needs the full 60 days' notice, it shouldn't be penalized because a tenant does not want to bear the hardship of a long commute for more than 30 days!

This provision also concerns me because there is a lot of uncertainty as to what constitutes an "involuntary" change in job location. Who is supposed to ascertain whether it truly was involuntary and what constitutes involuntary? There needs to be a lot more clarity about what evidence a tenant would need to supply supporting a claim of an involuntary change in employment location. A lack of clarity on this invites abuse at the expense of landlords. A 25 mile change in employment location seems rather arbitrary. When you live in a metropolitan area like Howard County, long commutes to work are an expectation. What makes 25 miles a proper threshold? This can also invite abuse in a world where telemarketing and working remotely is common place. This provision needs to be amended to provide objective protections for a landlord.

Secondly, in the case of a death of a breadwinner in the tenant household whose income was used to qualify for the lease, at Bridges we don't have a strong objection to permitting the household to terminate its lease early because at the end of the day, if they can't afford the rent, that's not going to be workable for either the landlord or the tenant. Any reasonable landlord would try to avoid situations of unpaid rent and having to cover court cost in order to collect rent. Any reasonable landlord would be better off just letting the tenant out of the lease early so long as they could find another tenant within a reasonable time. However, as I stated earlier, there needs to be a truly reasonable amount of time to locate a replacement tenant. Thirty (30) days is simply insufficient. The Council should study this further and consider a 60 day notice period and the provision should be amended to clarify what documentation a tenant should provide a landlord to avail of this provision (such as a death certificate).

Thirdly, allowing for early termination because of "other reasonable cause beyond the tenant's control" is so unclear and open-ended that it's really problematic. Who determines what is a "reasonable cause beyond the tenant's control" for terminating the lease? Typically what is reasonable is determined by courts if the parties involved don't agree. In this case, who would bear the burden? Essentially, a tenant would need to take a landlord to court for failure to abide by the law and terminate the lease early. Then, is it the defendant's (landlord's) burden of proof to show that the event in question was within the tenant's control? How would a landlord have access to such info in order to defend against such a case or to meet its burden of proof? Even if the landlord wins in court and is awarded court costs and damages, that means little if the landlord is unable to collect from a tenant. It is an administrative burden to the landlord.

I also have objections to the overall limit on recovery for a landlord since the provision only allows the landlord to keep one month's rent or its actual damages sustained, whichever is less, as an early termination transaction cost. Losing the predictability of annual leases and



being put in a position of having to re-let units under shorter terms imposes an administrative burden on the landlord which this provision doesn't allow them to fully recover for. Also, what does "actual damages" mean in this case? There should be clarification and confirmation that it includes lost rent if the unit can't be re-let within 30 days after termination. Does it covers downward changes in the rental market rents since the time the lease was executed? If landlords can't re-let the unit for the same rent upon an early termination and they can only collect one month's rent, this may not compensate them for the market risk that has been shifted to the landlord by this bill. Landlords will mitigate against the administrative burden and financial risks somehow, and it will most likely come in the form of higher rents. If, as a County, we want to keep rents from increasing as an unintended consequence of shifting market risk, then we need to be careful about this early termination provision.

We aren't Montgomery County. Nor do I think we want to be, so I dislike the wholesale adoption of the Montgomery county legislation for Howard County.

As an affordable housing advocate (not as an affordable housing landlord), Bridges cautions the Council against adopting legislation that will make it administratively and financially burdensome for landlords, as this will only lead to higher costs to the landlords, which they will, in turn, mitigate through higher rents, making it even more difficult to locate affordable housing in the County.

I also would like to point out a couple of clean-up scrivener items for the bill:

1. Revise the introductory language in Section 1 of the resolution to read "Landlord Tenant *Relations*" rather than "Landlord Tenant *Agreements*."
2. The language in Section 17.908(D) regarding written publications made available by the Office omits the availability of written publications in *Chinese*, to match what can be obtained from the Office's webpage.

On behalf of the tenant households we serve at Bridges, and as an affordable housing landlord, we ask each Councilmember to consider the long-term ill-effects on the availability of affordable rental housing in the community if the bill is passed without modification to the early termination provision. We ask that you consider an amendment or revision to the early termination provision that reduces the financial risks to landlord and thereby reduces the risk that rents are increased in reaction. Bridges would support this bill with an amendment that eliminates or otherwise addresses the issues raised by the early termination provision.

Thank you for the opportunity to testify tonight.

Respectfully,

Kelly McLaughlin