

## Sayers, Margery

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**From:** Joan <jcl81@hotmail.com>  
**Sent:** Wednesday, April 25, 2018 10:24 PM  
**To:** CouncilMail

Please include the two additional amendments to CB 20-2018.

Thank you.

Joan Lloyd

## Sayers, Margery

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**From:** Katie Kashkett <katielilah@gmail.com>  
**Sent:** Wednesday, April 25, 2018 7:03 PM  
**To:** CouncilMail  
**Subject:** amendments to CB 20-2018

Dear county council members,

I am writing in support of Bill McCormack and the Oakland Mills Community Association's testimony regarding CB 20-2018 on April 16, 2018. I am asking that you include the following two amendments, which would protect the rights of the neighbors of rental properties, in CB 20-2018:

- **Baltimore County Code of Ordinances**, Article 13, Title 7, Subtitle 1 covers among other things nuisances of private property that are deemed detrimental to public health, safety, 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.)

Thank you for your time and consideration.

Sincerely,  
Katie Kashkett  
5084 Bucketpost Court  
Columbia, MD 21045

## Sayers, Margery

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**From:** dkeczmerski16@verizon.net  
**Sent:** Wednesday, April 25, 2018 4:55 PM  
**To:** CouncilMail  
**Subject:** CB 20-2018

To Howard County Council Members,

As long time residents of Oakland Mills, my husband and I support the **two amendments that we would like included in**

**CB 20-2018.** The amendments are based on Baltimore County and Baltimore City ordinances and can be used to terminate the landlord licenses of the bad landlords and terminate the tenants from voucher programs. Below is the summary of the amendments intent.

- **Baltimore County Code of Ordinances**, Article 13, Title 7, Subtitle 1 covers among other things nuisances of private property that are deemed detrimental to public health, safety, 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.)

We feel it is important that the Howard County Council take these two amendment into consideration and add them to CB 20-2018. This is our best opportunity to make sure the legislation provides the tools to enhance community safety so that everyone is a good neighbor in a good neighborhood.

thank you for your consideration of this important matter.

Sincerely,

Dot and John Keczerski

**Sayers, Margery**

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**From:** DIANA Mosley <dwmonbrr@comcast.net>  
**Sent:** Wednesday, April 25, 2018 3:57 PM  
**To:** CouncilMail  
**Cc:** Diana Mosley  
**Subject:** Please include two amendments to Council Bill 20-2018

Dear Council members,

Please include the following 2 amendments to Council Bill 20-2018:

1. 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.
2. 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.

Thank-you,

Diana Mosley

9752 Basket Ring Road,

Columbia, Md. 21045

## Sayers, Margery

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**From:** Bohac <rbbohac@verizon.net>  
**Sent:** Wednesday, April 25, 2018 3:38 PM  
**To:** CouncilMail  
**Subject:** amendments

We live in an area of Oakland Mills that has many rental units. I urge you to support amendments that also protect my rights as a neighbor of rental properties when you vote on CB 20-2018. Thank you.

Beth Bohac  
9451 Brett Lane  
Columbia, MD 21045

**Sayers, Margery**

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**From:** Rizwan rashid <rizwan704@yahoo.com>  
**Sent:** Wednesday, April 25, 2018 3:31 PM  
**To:** CouncilMail  
**Subject:** CB 20-2018

Hi,

I live in Oakland Mills village and I support the two amendments proposed by Bill McCormack, OM Housing Committee Chair.

Thanks,  
Rizwan

[Sent from Yahoo Mail for iPhone](#)

## Sayers, Margery

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**From:** Sigaty, Mary Kay  
**Sent:** Wednesday, April 25, 2018 12:29 PM  
**To:** Lisa May; CouncilMail  
**Cc:** Wilson, B Diane; Kittleman, Allan; Peter Morgan  
**Subject:** Re: CB 20 - Proposed Revisions to Lease Termination from HCAR

Good afternoon Lisa,

Thank you for sharing the comments of HCAR. I appreciate the productive meeting that we had regarding CB20-2018. I am currently reviewing all requests for amendments and am considering HCAR's recommendations.

Amendments to legislation on the Council's current agenda are to be published by Thursday, May 3, 2018.

Again, I appreciate HCAR's input.....MK

Mary Kay Sigaty  
Howard County Council  
District 4  
410-313-2001

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From: Lisa May <lisavm78@vt.edu>  
Sent: Wednesday, April 25, 2018 9:22:09 AM  
To: CouncilMail  
Cc: Wilson, B Diane; Kittleman, Allan; Peter Morgan  
Subject: CB 20 - Proposed Revisions to Lease Termination from HCAR

Chairperson Sigaty and Members of the Council,

Attached you will find comments from the Howard County Association of REALTORS concerning our proposed revisions to the lease termination provisions found in CB 20-2018.

These recommendations are the result of numerous discussions among HCAR's members who represent tenants, manage rental properties, and facilitate the purchase of investment properties. We have tried to balance the interests of these diverse constituencies, as we know that you will seek to do as well.

If you require additional information on the items we have proposed, please do not hesitate to contact us at any time. Thank you once again for your thoughtful consideration of CB 20.

Sincerely,

Lisa May  
HCAR Director of Government Affairs

## Sayers, Margery

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**From:** Lisa May <lisavm78@vt.edu>  
**Sent:** Wednesday, April 25, 2018 9:22 AM  
**To:** CouncilMail  
**Cc:** Wilson, B Diane; Kittleman, Allan; Peter Morgan  
**Subject:** CB 20 - Proposed Revisions to Lease Termination from HCAR  
**Attachments:** HCAR Comments on CB 20 Termination Provisions.pdf

Chairperson Sigaty and Members of the Council,

Attached you will find comments from the Howard County Association of REALTORS concerning our proposed revisions to the lease termination provisions found in CB 20-2018.

These recommendations are the result of numerous discussions among HCAR's members who represent tenants, manage rental properties, and facilitate the purchase of investment properties. We have tried to balance the interests of these diverse constituencies, as we know that you will seek to do as well.

If you require additional information on the items we have proposed, please do not hesitate to contact us at any time. Thank you once again for your thoughtful consideration of CB 20.

Sincerely,

Lisa May  
HCAR Director of Government Affairs





Main 410-715-1437  
Fax 410-715-1489  
Web www.hcar.org

April 24, 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), an organization representing over 1,700 REALTORS® and affiliates who live and work in the County, I am writing to offer our proposed amendments to Section 17.909 (H) of CB 20-2018.

HCAR and our members hold a unique position in the discussion on landlord-tenant relations. REALTORS® routinely represent investors in the purchase of potential rental properties, manage those properties on behalf of area landlords, and assist potential tenants during their rental property search. As a result, we have sought to provide you with solutions which protect the interests of all these constituencies.

In addition to our previous proposals to 1) adjust the 24-hour notice requirement for landlord access and 2) to revise the timing of tenant viewing of the dwelling unit, HCAR offers the following amendments to the Lease Termination provisions contained in 17.909 (H):

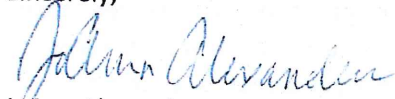
1. HCAR supports increasing the required notice to terminate from 30 days to 60 days for items (I) and (II).
2. For cancellations due to changes in employment location (I), HCAR would like to see several changes. First, the tenant must experience a permanent change in work location, rather than merely a temporary re-assignment. Next, the distance of the new work location should be increased to 100 miles from the current work location or at least 50 miles from the rental unit, as these distances represent significant changes in a tenant's daily commute.

3. Under (II), HCAR suggests language to exclude terminations which were a result of the tenant's direct actions, such as voluntary resignation or termination for cause. Further, lease terminations for loss of income should be granted only when the remaining tenant or tenants can no longer financially qualify for the lease. In other words, if the loss of income does not create a financial hardship for the remaining lessees, the lease should continue to be honored.
4. HCAR supports the requirement that the tenant show proof of the conditions under (I) and (II) used to terminate a lease agreement.
5. HCAR concurs with the Maryland Multi-Housing Association (MMHA) that (III) should be narrowed to include the conditions for lease termination already outlined in state code.
6. As stated in our testimony on CB 20, HCAR would like to see the addition of language which encourages tenants to exercise subleasing opportunities, if they exist in the lease and with landlord approval. Subleasing would allow both the tenant and the landlord to minimize the financial impacts of a lease termination.
7. HCAR joins with MMHA and Bridges to Housing Stability in requesting an increase to the maximum lease termination fee. We are requesting an increase to 90 days rent to cover time spent making needed repairs or renovations prior to re-rental, time to market the unit, and time vet potential renters and execute a new lease agreement.

HCAR has included draft language which incorporates these suggestions into Section (H), subject to the review of County legal staff. It is our hope that this proposal will adequately protect the interests of all parties to a residential rental contract, from the tenant facing an unexpected hardship to the landlord who provides housing to so many members of our community.

We again thank Chairperson Sigaty, the Council and County staff for their willingness to consider the above revisions and to work toward a reasonable compromise to CB 20.

Sincerely,



JoAnn Alexander

President

Howard County Association of REALTORS®

**17.909. REQUIRED LEASE PROVISIONS. (H) TERMINATION.**

(1) A LEASE SHALL STATE THAT THE TENANT MAY TERMINATE THE LEASE ~~ON 30 DAYS' WRITTEN NOTICE TO THE LANDLORD~~ BECAUSE OF:

- (I) AN INVOLUNTARY CHANGE OF PERMANENT EMPLOYMENT LOCATION OF MORE THAN ~~25~~ **100** MILES FROM THE CURRENT PLACE OF EMPLOYMENT OR 50 MILES FROM THE RENTAL UNIT, WHICH IS CONFIRMED BY THE TENANT'S CURRENT EMPLOYER AND UPON THE TENANT PROVIDING 60 DAYS WRITTEN NOTICE TO THE LANDLORD;
- (II) DEATH OR INVOLUNTARY UNEMPLOYMENT OF A WAGE EARNER ~~WHOSE INCOME WAS USED TO,~~ WITHOUT WHOSE INCOME THE REMAINING TENANT(S) MAY NOT QUALIFY FOR THE LEASE, CONFIRMED BY A CERTIFICATE OF DEATH OR CERTIFICATION OF THE EMPLOYER AND THE TENANT PROVIDING 60 DAYS WRITTEN NOTICE TO THE LANDLORD;
- (III) ~~OTHER REASONABLE CAUSE BEYOND THE TENANT'S CONTROL. 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.

**(2) IF PROVIDED IN THE LEASE AGREEMENT AND SUBJECT TO LANDLORD APPROVAL, THE TENANT SHALL MAKE A REASONABLE EFFORT TO EXERCISE ANY SUBLEASING PROVISIONS PRIOR TO SEEKING LEASE TERMINATION.**

**(3) SUBJECT TO SUBSECTION (1) OF THIS SECTION AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS TITLE, A LEASE MAY PROVIDE THAT, IN THE EVENT OF TERMINATION UNDER THIS SUBSECTION, THE TENANT IS LIABLE FOR (i) DAMAGES IN ACCORDANCE WITH THE APPLICABLE STATUTE, OR (ii) A REASONABLE TERMINATION CHARGE NOT TO EXCEED ONE THREE MONTH'S RENT OR ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS LESS.**

## Sayers, Margery

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**From:** Sigaty, Mary Kay  
**Sent:** Thursday, April 19, 2018 10:53 AM  
**To:** Keys Botzum  
**Cc:** CouncilMail  
**Subject:** Re: Howard County Tenant Law Changes

Good morning,

Thank you for your thoughtful comments regarding Council Bill 20-2018. I appreciate your input and will consider your request to modify the termination notice period in Section 17.909. Although you have concerns about the language in Section 17.910, we placed it in the Howard County bill in accordance with Maryland State Law.

Sincerely.....MK

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Mary Kay Sigaty  
Howard County Council Member  
District 4

3430 Court House Drive  
Ellicott City, MD 21043  
(410) 313-2001

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**From:** Keys Botzum <botzumk444@yahoo.com>  
**Date:** Thursday, April 19, 2018 at 10:31 AM  
**To:** CouncilMail <CouncilMail@howardcountymd.gov>  
**Subject:** Howard County Tenant Law Changes

I have serious concerns about CB20-2018. While in general I'm supportive of laws to protect the rights of tenants against exploitation by unreasonable landlords I think this law goes just a bit too far. Most of the provisions seem reasonable but two would seem to expose me to significant financial risk - making owning and then renting property a poor financial decision on my part.

I've lived in Howard County most of my life and currently own three properties that I rent (1 condo, 2 townhouses). I've acquired these slowly over the years as an investment for my retirement. It is not easy to make money renting a property. In addition to the obvious costs, there is one huge cost that undermines any net profit: tenant turnover. When a tenant leaves a property the landlord must find a new tenant (paying a real estate agent one months rent) and deal with the loss of income due to any vacancy. It is essentially impossible to rent a property on 30 days notice. Even 60 days notice is quite difficult. This is why most landlords prefer longer term leases and often charge extra for shorter term leases. I like long term tenants so much that I've never raised the rent on an existing tenant - just to encourage them to stay. If I managed an entire building with tens or hundreds of units I likely always have people looking and turnover is easy to handle. Not so for the small landlord.

If the text below become law, I will now be at risk for losing substantial rental income whenever a tenant moves out per the terms of this rule. I'm not some large corporation. I'm just a guy that has saved carefully over the years and built up assets. This single change could make the difference between renting a property being profitable and losing money.

I will make this simple, if this law passes without substantial changes to two clauses, my plan is to sell all of my rental properties immediately upon lease expiration (forcing all tenants to vacate) to avoid the financial risks this law entails. I'll take the funds and invest them in the stock market at lower risk.

My first concern is this clause:

**17.909. REQUIRED LEASE PROVISIONS.**

....

(H) *TERMINATION.*

(1) A LEASE SHALL STATE THAT THE TENANT MAY TERMINATE THE LEASE ON 30 DAYS' WRITTEN NOTICE TO THE LANDLORD BECAUSE OF:

(I) AN INVOLUNTARY CHANGE OF EMPLOYMENT OF MORE THAN 25 MILES FROM THE CURRENT PLACE OF EMPLOYMENT;

(II) DEATH OR UNEMPLOYMENT OF A WAGE EARNER WHOSE INCOME WAS USED TO QUALIFY FOR THE LEASE; OR

(III) OTHER REASONABLE CAUSE BEYOND THE TENANT'S CONTROL.

2) A LEASE MAY PROVIDE THAT, IN THE EVENT OF TERMINATION UNDER THIS SUBSECTION,

THE TENANT IS LIABLE FOR A REASONABLE TERMINATION CHARGE NOT TO EXCEED ONE MONTH'S RENT OR ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS LESS.

Perhaps if the last clause was improved to better consider the landlord's needs, I'd feel differently. Normally when a tenant breaks a lease they are responsible for paying rent until I can find another tenant. I'm still out the real estate agent fees of one month's rent but at least I don't actually lose out on rent. I am unable to determine what this last clause means. What I do know is that it is not fair to shift the financial losses to me just because I happen to be the landlord.

This clause also concerns me as it would seem to preclude extra charges for pets which result in substantial costs to a landlord. Perhaps I should just refuse pets?

**17.910. PROHIBITED LEASE PROVISIONS.**

A LEASE MAY NOT:

...

(12) REQUIRE THE TENANT TO PAY ANY MONEY OTHER THAN:

(i)

(i) AN APPLICATION FEE THAT SECTION 8-213 OF THE REAL PROPERTY ARTICLE OF THE

MARYLAND CODE ALLOWS;

(ii)

(ii) A SECURITY DEPOSIT THAT SECTION, 8-203 OF THE REAL PROPERTY ARTICLE OF

THE MARYLAND CODE ALLOWS;

(ii)

(iii) RENT THAT THE LEASE SPECIFIES; OR

(iv) FEES FOR SPECIFIED AMENITIES OR COMMON AREAS THAT THE TENANT MAY ELECT

TO USE, INCLUDING BUT NOT LIMITED TO DEDICATED PARKING SPACES, POOLS; OR FITNESS FACILITIES;

Thank you,  
Keys

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Keys Botzum  
[botzumk444@yahoo.com](mailto:botzumk444@yahoo.com)  
410-290-6941

## Sayers, Margery

---

**From:** Keys Botzum <botzumk444@yahoo.com>  
**Sent:** Thursday, April 19, 2018 10:31 AM  
**To:** CouncilMail  
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(ii) A SECURITY DEPOSIT THAT SECTION, 8-203 OF THE REAL PROPERTY ARTICLE OF

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(iii) RENT THAT THE LEASE SPECIFIES; OR

(iv) FEES FOR SPECIFIED AMENITIES OR COMMON AREAS THAT THE TENANT MAY ELECT

TO USE, INCLUDING BUT NOT LIMITED TO DEDICATED PARKING SPACES, POOLS; OR FITNESS FACILITIES;

Thank you,  
Keys

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Keys Botzum  
[botzumk444@yahoo.com](mailto:botzumk444@yahoo.com)  
410-290-6941