

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council of Howard County, Maryland

2018 Legislative Session

Legislative Day No. 4

Bill No. 20 -2018

Introduced by: Mary Kay Sigaty
Co-sponsored by: Calvin Ball, Jennifer Terrasa, and Jon Weinstein

AN ACT to regulate specified matters between certain landlords and tenants; specifying certain powers and duties of the Office of Consumer Protection and other units of County government; specifying the contents of certain lease applications and leases; requiring certain disclosures and notices; regulating the use of Ratio Utility Billing; prohibiting certain retaliatory practices; specifying certain rights of tenants and tenant organizations; specifying certain responsibilities of landlords and tenants; providing for certain penalties and other relief; providing for the application of this Act to certain existing leases; and generally relating to landlord-tenant relations.

Introduced and read first time _____, 2018. Ordered posted and hearing scheduled.

By order _____
Jessica Feldmark, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2018.

By order _____
Jessica Feldmark, Administrator

This Bill was read the third time on _____, 2018 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this _____ day of _____, 2018 at ____ a.m./p.m.

By order _____
Jessica Feldmark, Administrator

Approved by the County Executive _____, 2018

Allan H. Kittleman, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by amendment; Underlining indicates material added by amendment.

1 **Section 1. Be It Enacted** by the County Council of Howard County, Maryland, that the Howard County
2 Code is amended as follows:

3 By adding:

4 *Title 17. Public Protection Services.*

5 *Subtitle 4. Consumer Protection.*

6 *17.401 Office of Consumer Affairs.*

7 *(d) Duties and Responsibilities. (14).*

8 *Sec. 17.412. - Penalties.*

9 *(a). Civil Penalties*

10 *Subtitle 9. Landlord-Tenant Agreements.*

11

12 **TITLE 17. PUBLIC PROTECTION SERVICES.**

13 **SUBTITLE 4. CONSUMER PROTECTION.**

14

15 **Sec. 17.401. - Office of Consumer [[Affairs]] PROTECTION.**

16 *(d) Duties and Responsibilities.* The Office shall have the following duties:

17 (14) TO ADMINISTER SUBTITLE 9 “LANDLORD TENANT RELATIONS” OF TITLE 17 “PUBLIC
18 PROTECTION SERVICES” OF THE HOWARD COUNTY CODE.

19

20 **Sec. 17.412. - Penalties.**

21 *(a) Civil Penalties.*

22 The Office of Consumer Protection may enforce the provisions of this subtitle with civil
23 penalties pursuant to the provisions of title 24, "Civil Penalties," of the Howard County Code. A
24 first violation of this subtitle shall be a [[Class D]] CLASS B offense. Subsequent violations shall
25 be Class A offenses.

26

27 **SUBTITLE 9. LANDLORD-TENANT RELATIONS.**

28

29 **17.900. DEFINITIONS.**

- 1 (A) *IN GENERAL*. IN THIS SUBTITLE, THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.
- 2 (B) *APARTMENT COMPLEX* MEANS A SET OF RELATED BUILDINGS THAT HAVE THE SAME LANDLORD
3 AND THAT ALL CONTAIN RENTAL DWELLING UNITS.
- 4 (C) *COMMON AREA* MEANS ANY AREA IN AN APARTMENT COMPLEX OR COMMON OWNERSHIP
5 COMMUNITY THAT MAY BE USED BY ALL RESIDENTS OF THE APARTMENT COMPLEX OR COMMON
6 OWNERSHIP COMMUNITY.
- 7 (D) *COMMON OWNERSHIP COMMUNITY* MEANS:
- 8 (1) A DEVELOPMENT SUBJECT TO A DECLARATION ENFORCED BY A HOMEOWNERS'
9 ASSOCIATION, AS THOSE TERMS ARE USED IN STATE LAW;
- 10 (2) A CONDOMINIUM, AS THAT TERM IS USED IN STATE LAW; AND
- 11 (3) A COOPERATIVE HOUSING PROJECT, AS THAT TERM IS USED IN STATE LAW.
- 12 (E) *CREDIT REPORTING AGENCY* MEANS A PERSON OR ENTITY THAT IS SUBJECT TO TITLE 14,
13 SUBTITLE 12 OF THE COMMERCIAL LAW ARTICLE OF THE MARYLAND CODE.
- 14 (F) *DWELLING* HAS THE MEANING SET FORTH IN SECTION 14.900 OF THE HOWARD COUNTY CODE.
- 15 (G) *DWELLING UNIT* HAS THE MEANING SET FORTH IN SECTION 14.900 OF THE HOWARD COUNTY
16 CODE.
- 17 (H) (1) *LANDLORD* MEANS:
- 18 (I) THE OWNER, THE OWNER'S AGENT, A LESSOR, OR A SUBLESSOR OF A DWELLING
19 UNIT WHO IS AUTHORIZED TO EXERCISE ANY ASPECT OF THE MANAGEMENT OF THE
20 PREMISES;
- 21 (II) IN A CONDOMINIUM HOUSING STRUCTURE, THE OWNER OF A DWELLING UNIT
22 THAT IS DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A
23 RESIDENCE AND FOR WHICH THE OWNER RECEIVES CONSIDERATION; AND
- 24 (III) IN A COOPERATIVE HOUSING STRUCTURE, A PERSON HAVING AN OWNERSHIP
25 INTEREST IN THE LEGAL ENTITY THAT HOLDS TITLE TO THE COOPERATIVE HOUSING
26 STRUCTURE AND ENJOYS EXCLUSIVE USE OF A DWELLING UNIT AND FOR WHICH THE
27 PERSON WHO HAS AN OWNERSHIP INTEREST IN THE LEGAL ENTITY RECEIVES
28 CONSIDERATION FOR LEASING THE DWELLING UNIT.
- 29 (2) *LANDLORD* DOES NOT INCLUDE A PERSON WHO IS ENGAGED SOLELY IN A CUSTODIAL OR
30 MAINTENANCE FUNCTION.
- 31 (I) *LEASE* MEANS A WRITTEN RENTAL AGREEMENT THAT ESTABLISHES OR MODIFIES THE TERMS,

1 CONDITIONS, RULES, REGULATIONS, OR ANY OTHER PROVISIONS CONCERNING THE USE AND
2 OCCUPANCY OF A DWELLING UNIT.

3 (J) *OFFICE* MEANS OFFICE OF CONSUMER PROTECTION.

4 (K) *RENTAL HOUSING OR RENTAL HOUSING UNIT* MEANS ONE OR MORE DWELLING UNITS THAT ARE
5 PROVIDED TO TENANTS BY A LANDLORD FOR CONSIDERATION.

6 (L) *SECURITY DEPOSIT* MEANS A PAYMENT OF MONEY, INCLUDING THE PAYMENT OF THE LAST
7 MONTH'S RENT BEFORE IT IS DUE, GIVEN BY A TENANT TO PROTECT THE LANDLORD AGAINST
8 NONPAYMENT OF RENT OR DAMAGE DUE TO BREACH OF LEASE OR DAMAGE TO THE LEASED
9 PREMISES, COMMON AREAS, MAJOR APPLIANCES, AND FURNISHINGS.

10 (M) *TENANT* MEANS A PERSON WHO OCCUPIES A DWELLING UNIT FOR LIVING OR DWELLING
11 PURPOSES WITH THE LANDLORD'S CONSENT SUBJECT TO A LEASE.

12

13 **17.901. CONSTRUCTION.**

14 THIS SUBTITLE SHALL BE LIBERALLY CONSTRUED AND APPLIED TO PROMOTE ITS
15 UNDERLYING PURPOSES.

16

17 **17.902. PURPOSES.**

18 THE PURPOSES OF THIS SUBTITLE ARE TO:

- 19 (1) SUPPLEMENT THE RIGHTS AFFORDED LANDLORDS AND TENANTS UNDER STATE LAW;
- 20 (2) ENCOURAGE LANDLORDS AND TENANTS TO MAINTAIN AND IMPROVE THE QUALITY OF
21 HOUSING IN THE COUNTY;
- 22 (3) ASSURE FAIR AND EQUITABLE RELATIONS BETWEEN LANDLORDS AND TENANTS; AND
- 23 (4) REVISE AND MODERNIZE THE LAW OF LANDLORD AND TENANT TO SERVE MORE
24 REALISTICALLY THE NEEDS OF RESIDENTS OF THE COUNTY.

25

26 **17.903. APPLICABILITY OF SUBTITLE.**

27 (A) *IN GENERAL.*

28 SUBJECT TO STATE AND FEDERAL LAW, THIS SUBTITLE REGULATES AND DETERMINES THE
29 LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS OF LANDLORDS AND TENANTS FOR DWELLING UNITS
30 IN THE COUNTY.

31 (B) *UNENFORCEABLE PROVISIONS.*

1 (1) A PROVISION IN AN AGREEMENT, WHETHER WRITTEN OR ORAL, THAT CONFLICTS WITH
2 THIS SUBTITLE IS UNENFORCEABLE.

3 (2) AN UNENFORCEABLE PROVISION DOES NOT AFFECT OTHER PROVISIONS OF THE
4 AGREEMENT THAT CAN BE GIVEN EFFECT WITHOUT THE UNENFORCEABLE PROVISION.
5

6 **17.904. OFFICE OF CONSUMER PROTECTION – POWERS AND DUTIES.**

7 (A) *IN GENERAL.*

8 THIS SUBTITLE SHALL BE ADMINISTERED BY THE OFFICE OF CONSUMER PROTECTION.

9 (B) *COMPLAINTS.*

10 (1) THE OFFICE HAS JURISDICTION OVER ALL COMPLAINTS FILED UNDER THIS SUBTITLE
11 EXCEPT FOR THOSE COMPLAINTS THAT ARE REFERRED TO ANOTHER COUNTY UNIT UNDER SECTION
12 17.905 OF THIS SUBTITLE.

13 (2) THE OFFICE MAY RECEIVE, INVESTIGATE, AND CONCILIATE COMPLAINTS, INITIATE ITS
14 OWN INVESTIGATIONS, AND ENFORCE THIS SUBTITLE TO THE SAME EXTENT PROVIDED TO THE
15 OFFICE BY SUBTITLE 4 OF THIS TITLE.

16 (3) IN CONNECTION WITH THIS AUTHORITY:

17 (I) LANDLORDS SHALL MAKE AVAILABLE TO THE OFFICE FOR INSPECTION AT
18 REASONABLE TIMES ALL RENTAL HOUSING RECORDS NECESSARY FOR THE OFFICE
19 TO ENFORCE THIS SUBTITLE OR INVESTIGATE A MATTER UNDER THIS SUBTITLE; AND

20 (II) THE OFFICE MAY ISSUE A SUBPOENA TO COMPEL A LANDLORD OR TENANT TO
21 PRODUCE RELEVANT DOCUMENTS, PAPERS, BOOKS, RECORDS, OR OTHER EVIDENCE.

22 (C) *EDUCATION.*

23 THE OFFICE MAY ASSIST, DEVELOP, AND CONDUCT PROGRAMS OF LANDLORD AND TENANT
24 EDUCATION AND INFORMATION THROUGH PUBLIC HEARINGS OR MEETINGS, OR BY DISTRIBUTING
25 PUBLICATIONS OR OTHER MATERIALS.
26

27 **17.905. JOINT AND CONCURRENT JURISDICTION, ADMINISTRATIVE COOPERATION**

28 (A) *REFERRAL.*

29 THE OFFICE SHALL REFER ANY COMPLAINTS THAT ARE NOT WITHIN ITS JURISDICTION THAT
30 ALLEGE A VIOLATION OF EXISTING LAW TO THE COUNTY, STATE, OR FEDERAL UNIT THAT HAS
31 JURISDICTION OVER THE ALLEGED VIOLATION.

1 (B) *JOINT JURISDICTION.*

2 IF A COMPLAINT CONTAINS ALLEGATIONS THAT FALL JOINTLY WITHIN THE JURISDICTION OF
3 THE OFFICE AND ANOTHER COUNTY UNIT, AND THE ALLEGATIONS ARE NOT SEVERABLE, THE
4 OFFICE AND THE OTHER UNIT SHALL DETERMINE JOINTLY HOW TO INVESTIGATE THE COMPLAINT.

5 (C) *COOPERATION.*

6 THE OFFICE SHALL SEEK THE COOPERATION OF OTHER COUNTY UNITS CONCERNED WITH
7 RENTAL HOUSING IN EDUCATING THE PUBLIC ON LANDLORD AND TENANT RIGHTS AND
8 RESPONSIBILITIES.

9

10

11 **17.906. RENTAL HOUSING LICENSE REQUIRED.**

12 THE OWNER OF A DWELLING UNIT MUST OBTAIN A RENTAL HOUSING LICENSE AS REQUIRED
13 BY SECTION 14.901 OF THE HOWARD COUNTY CODE BEFORE A TENANT'S OCCUPANCY OF THE
14 UNIT.

15

16 **17.907. LEASE APPLICATION REQUIREMENTS**

17 (A) *IN GENERAL.*

18 AN APPLICATION FOR A LEASE SHALL CONTAIN THE PROVISIONS THAT THIS SECTION
19 REQUIRES.

20 (B) *TENANT LIABILITIES.*

21 AN APPLICATION SHALL EXPLAIN THE LIABILITIES THAT THE TENANT INCURS BY SIGNING THE
22 APPLICATION.

23 (C) *CREDIT REPORTS.*

24 (1) IF A LANDLORD INTENDS TO OBTAIN A REPORT OR INFORMATION FROM A CREDIT
25 REPORTING AGENCY ABOUT THE APPLICANT, THE APPLICATION SHALL ADVISE THE APPLICANT THAT
26 INFORMATION ABOUT THE APPLICANT'S RENTAL OR CREDIT HISTORY OR WORTHINESS WILL BE
27 OBTAINED FROM A CREDIT REPORTING AGENCY.

28 (2) IF AN APPLICATION IS DENIED WHOLLY OR PARTLY BECAUSE OF A REPORT OR
29 INFORMATION FROM A CREDIT REPORTING AGENCY:

30 (I) THE LANDLORD SHALL SO ADVISE THE APPLICANT, AND SUPPLY THE NAME AND
31 ADDRESS OF THE CONSUMER REPORTING AGENCY; AND

1 (II) THE LANDLORD SHALL ADVISE THE APPLICANT THAT THE APPLICANT MAY GET A
2 COPY OF THE REPORT OR INFORMATION FROM THE CREDIT REPORTING AGENCY AND MAY
3 DISPUTE THE REPORT OR INFORMATION IN ACCORDANCE WITH TITLE 14, SUBTITLE 12 OF
4 THE COMMERCIAL LAW ARTICLE OF THE MARYLAND CODE.

5 (D) *FEES.*

6 (1) IF A LANDLORD REQUIRES FROM A PROSPECTIVE TENANT FEES, OTHER THAN A SECURITY
7 DEPOSIT AS DEFINED BY § 8-203(A) OF THE REAL PROPERTY ARTICLE OF THE MARYLAND CODE,
8 THAT EXCEED \$25, THE APPLICATION SHALL STATE THAT THE LANDLORD MUST RETURN THE FEES,
9 SUBJECT TO PARAGRAPHS (2) AND (3) OF THIS SUBSECTION, OR BE LIABLE FOR TWICE THE AMOUNT
10 OF THE FEES IN DAMAGES.

11 (2) FEES RETURNED UNDER THIS SUBSECTION SHALL BE RETURNED WITHIN 15 DAYS AFTER
12 THE DATE OF OCCUPANCY OR THE WRITTEN COMMUNICATION, BY EITHER PARTY TO THE OTHER, OF
13 A DECISION THAT NO TENANCY SHALL OCCUR.

14 (3) A LANDLORD MAY RETAIN ONLY THAT PORTION OF THE FEES ACTUALLY EXPENDED FOR
15 A CREDIT REPORT OR OTHER EXPENSES ARISING OUT OF THE APPLICATION, AND SHALL RETURN
16 THAT PORTION OF THE FEES NOT ACTUALLY EXPENDED ON BEHALF OF THE TENANT MAKING
17 APPLICATION.

18
19
20 **17.908. REQUIRED INFORMATION.**

21 (A) *IN GENERAL.*

22 WHEN A LANDLORD RECEIVES A RENTAL APPLICATION, THE LANDLORD SHALL:

- 23 (1) GIVE THE PROSPECTIVE TENANT A COPY OF THE PROPOSED LEASE;
- 24 (2) GIVE THE PROSPECTIVE TENANT A COPY OF ANY COMMON OWNERSHIP COMMUNITY RULE,
25 REGULATION, DECLARATION, OR COVENANT THAT BINDS THE LANDLORD AND AFFECTS THE
26 USE AND OCCUPANCY OF THE UNIT OR ANY COMMON AREA ASSOCIATED WITH THE UNIT;
- 27 (3) NOTIFY THE PROSPECTIVE TENANT IN WRITING THAT THE TENANT MAY BE PRESENT DURING
28 AN INSPECTION OF THE DWELLING UNIT BEFORE EXECUTING THE LEASE TO IDENTIFY
29 EXISTING DAMAGE TO THE UNIT OR PERSONAL PROPERTY IN THE UNIT;
- 30 (4) SUBJECT TO SUBSECTION (C) OF THIS SECTION, NOTIFY THE PROSPECTIVE TENANT IN

1 WRITING THAT THE OWNER OF A DWELLING UNIT MUST HAVE A RENTAL HOUSING LICENSE
2 UNDER SECTION 14.901 OF THE HOWARD COUNTY CODE BEFORE THE UNIT IS OCCUPIED
3 AND PROVIDE THE TENANT WITH A COPY OF THE CURRENT LICENSE FOR THE DWELLING
4 UNIT; AND

5 (5) PROVIDE THE TENANT WITH A COPY OF THE OFFICE'S LANDLORD TENANT ASSISTANCE
6 PUBLICATION WRITTEN IN THE LANGUAGE OF THE TENANT'S CHOICE.

7 (B) *ACKNOWLEDGEMENT BY TENANT.*

8 THE LANDLORD SHALL OBTAIN THE TENANT'S WRITTEN ACKNOWLEDGEMENT OF RECEIPT
9 OF THE INFORMATION REQUIRED IN SUBSECTION (A) OF THIS SECTION.

10 (C) *RENTAL HOUSING LICENSE.*

11 IF THE OWNER FAILS TO PROVIDE THE NOTICE REQUIRED BY SUBSECTION (A)(4) OF THIS
12 SECTION, THE TENANT MAY, AT ANY TIME BEFORE THE RENTAL HOUSING LICENSE IS OBTAINED,
13 TERMINATE THE LEASE WITHOUT PENALTY AND THE OWNER SHALL RETURN THE TENANT'S
14 SECURITY DEPOSIT IN COMPLIANCE WITH SECTION 8-203 OF THE REAL PROPERTY ARTICLE OF THE
15 MARYLAND CODE.

16 (D) *TRANSLATIONS OF LANDLORD TENANT ASSISTANCE PUBLICATION.*

17 THE OFFICE SHALL MAKE THE PUBLICATION IDENTIFIED IN SUBSECTION (A)(5) OF THIS
18 SECTION AVAILABLE FOR DOWNLOADING FROM THE OFFICE'S WEB PAGE IN ENGLISH, SPANISH,
19 CHINESE, AND KOREAN AND, ON REQUEST OF THE LANDLORD, THE OFFICE SHALL PROVIDE A
20 WRITTEN COPY OF THE PUBLICATION IN LANGUAGES OTHER THAN ENGLISH, SPANISH, KOREAN AS
21 SOON AS PRACTICAL.

22
23 **17.909. REQUIRED LEASE PROVISIONS.**

24 (A) *IN GENERAL.*

25 A LEASE SHALL CONTAIN THE PROVISIONS THAT THIS SECTION REQUIRES.

26 (B) *RENTAL HOUSING LICENSE.*

27 A LEASE SHALL STATE:

28 (1) WHERE THE TENANT CAN INSPECT A COPY OF THE RENTAL HOUSING LICENSE FOR THE
29 DWELLING UNIT;

30 (2) THAT IF THE OWNER FAILS TO RENEW THE OWNER'S RENTAL HOUSING LICENSE DURING
31 THE TENANT'S LEASE PERIOD, THE TENANT MAY TERMINATE THE LEASE WITHOUT PENALTY AND

1 THE OWNER SHALL RETURN THE TENANT'S SECURITY DEPOSIT IN COMPLIANCE WITH SECTION 8-203
2 OF THE REAL PROPERTY ARTICLE OF THE MARYLAND CODE; AND

3 (3) THAT IF THE OWNER RECEIVES A NOTICE OF VIOLATION FROM THE DEPARTMENT OF
4 INSPECTIONS, LICENSES AND PERMITS AND DOES NOT ABATE THE VIOLATION BY THE DATE
5 SPECIFIED IN THE NOTICE, THE TENANT MAY:

- 6 (I) TERMINATE THE LEASE WITHOUT PENALTY; OR
- 7 (II) PAY RENT INTO AN ESCROW ACCOUNT UNTIL THE VIOLATION IS ABATED.

8 (C) *CONDITION OF UNIT.*

9 (1) (I) A LEASE SHALL STATE THAT THE LANDLORD WILL DELIVER THE DWELLING UNIT
10 AND ANY COMMON AREAS IN A CLEAN, HABITABLE, AND SANITARY CONDITION, FREE OF RODENTS
11 AND VERMIN, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS.

12 (II) ALTERNATIVELY, FOR A CONDOMINIUM OR COOPERATIVE HOUSING STRUCTURE,
13 THE LEASE MAY STATE THAT THE LANDLORD IS REQUIRED TO DELIVER ONLY THE DWELLING
14 UNIT IN A CLEAN, HABITABLE, AND SANITARY CONDITION, FREE OF RODENTS AND VERMIN,
15 AND IN COMPLETE COMPLIANCE WITH ALL APPLICABLE LAWS.

16 (2) A LEASE SHALL SPECIFY THE LANDLORD'S RESPONSIBILITY TO MAINTAIN THE RENTAL
17 HOUSING IN ACCORDANCE WITH HOWARD COUNTY LAW.

18 (3) A LEASE SHALL INCORPORATE BY REFERENCE THE HOWARD COUNTY BUILDING CODE,
19 THE HOWARD COUNTY FIRE PREVENTION CODE, THE HOWARD COUNTY PROPERTY MAINTENANCE
20 CODE FOR RENTAL HOUSING, AND THE HOWARD COUNTY ZONING REGULATIONS, AS AN EXPRESS
21 WARRANTY OF HABITABILITY AND COVENANT TO REPAIR.

22 (D) *SERVICES AND UTILITIES.*

23 (1) A LEASE SHALL INCLUDE THE LANDLORD'S AND TENANT'S SPECIFIC OBLIGATIONS TO
24 SUPPLY AND PAY FOR HEAT, GAS, ELECTRICITY, WATER AND SEWER SERVICE, TRASH COLLECTION,
25 AND SIMILAR SERVICES.

26 (2) IF THE LEASE REQUIRES THE TENANT TO PAY THE LANDLORD FOR SERVICES SUPPLIED BY
27 THE LANDLORD, THE LEASE SHALL PROVIDE THAT THE LANDLORD MAY NOT COLLECT MORE THAN

1 THE ACTUAL COST OF THE SERVICE, AND THAT THE LANDLORD WILL PROVIDE SUBSTANTIATION OF
2 THE COST ON THE TENANT'S REQUEST.

3 (E) *SECURITY DEPOSITS.*

4 (1) A LEASE SHALL STATE THAT SECURITY DEPOSITS WILL BE COLLECTED, DEPOSITED, AND
5 RETURNED IN ACCORDANCE WITH SECTION 8-203 OF THE REAL PROPERTY ARTICLE OF THE
6 MARYLAND CODE.

7 (2) A LEASE SHALL STATE THAT THE TENANT MAY BE PRESENT WHEN THE LANDLORD
8 INSPECTS THE PREMISES FOR DAMAGE AND DESCRIBE THE PROCEDURE FOR EXERCISING THAT
9 RIGHT.

10 (3) A LEASE SHALL STATE THAT, IF ANY OF THE SECURITY DEPOSIT IS WITHHELD, THE
11 LANDLORD SHALL PROVIDE THE TENANT, WITHIN 45 DAYS AFTER THE TERMINATION OF THE
12 TENANCY, A WRITTEN LIST OF THE DAMAGE CLAIMED AND THE COST ACTUALLY INCURRED TO
13 CORRECT THE DAMAGE.

14 (4) A LEASE SHALL STATE THAT, ON REQUEST OF THE TENANT, THE LANDLORD SHALL
15 PROVIDE WRITTEN SUBSTANTIATION OF THE DAMAGE AND COSTS INCURRED TO CORRECT THE
16 DAMAGE.

17 (F) *RECEIPTS.*

18 A LEASE SHALL STATE THAT WRITTEN RECEIPTS WILL BE GIVEN FOR CASH OR MONEY
19 ORDERS THAT THE TENANT PAYS TO THE LANDLORD FOR RENT, SECURITY DEPOSITS, OR
20 OTHERWISE.

21 (G) *LANDLORD ACCESS TO DWELLING UNIT.*

22 (1) A LEASE SHALL STATE THAT THE LANDLORD MAY ENTER THE DWELLING UNIT AT A
23 MUTUALLY AGREED ON TIME AFTER GIVING THE TENANT AT LEAST 24 HOURS' NOTICE TO:

24 (I) MAKE NECESSARY REPAIRS, DECORATIONS, ALTERATIONS, OR IMPROVEMENTS TO
25 THE DWELLING UNIT OR DETERMINE WHETHER REPAIRS, DECORATIONS, ALTERATIONS, OR
26 IMPROVEMENTS ARE NECESSARY;

1 (II) ALLOW FOR AN INSPECTION UNDER THIS SUBTITLE OR THE HOWARD COUNTY
2 PROPERTY MAINTENANCE CODE FOR RENTAL HOUSING; OR

3 (III) SHOW THE DWELLING UNIT TO PROSPECTIVE BUYERS, MORTGAGEES, OR
4 TENANTS.

5 (2) THIS SUBSECTION DOES NOT PREVENT THE LANDLORD FROM ENTERING A DWELLING
6 UNIT IN AN EMERGENCY OR WHEN THE LANDLORD HAS A REASONABLE BASIS TO BELIEVE THE
7 TENANT MAY HAVE DAMAGED THE UNIT OR MAY BE IN VIOLATION OF THE LEASE.

8 (3) THE LEASE MAY STATE THAT THE TENANT MAY NOT UNREASONABLY REFUSE TO ALLOW
9 THE LANDLORD TO ENTER THE DWELLING UNIT FOR THE PURPOSES SET FORTH IN THIS SUBSECTION.

10 (H) *TERMINATION.*

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

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

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

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

18 (2) A LEASE MAY PROVIDE THAT, IN THE EVENT OF TERMINATION UNDER THIS SUBSECTION,
19 THE TENANT IS LIABLE FOR A REASONABLE TERMINATION CHARGE NOT TO EXCEED ONE MONTH'S
20 RENT OR ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS LESS.

21 (I) *COMMON OWNERSHIP COMMUNITIES.*

22 IF THE DWELLING UNIT IS IN A COMMON OWNERSHIP COMMUNITY, THE LEASE SHALL STATE
23 THAT ANY OBLIGATION IMPOSED ON THE OWNER OF THE DWELLING UNIT THAT AFFECTS THE USE
24 AND OCCUPANCY OF THE UNIT OR ANY COMMON AREA ASSOCIATED WITH THE UNIT IS
25 ENFORCEABLE AGAINST THE TENANT.

26
27 **17.910. PROHIBITED LEASE PROVISIONS.**

28 A LEASE MAY NOT:

29 (1) AUTHORIZE A PERSON TO CONFESS JUDGMENT ON BEHALF OF THE TENANT FOR RENT
30 DUE OR ANY OTHER CLAIM ARISING OUT OF THE LEASE;

1 (2) AUTHORIZE THE LANDLORD TO TAKE POSSESSION OF THE LEASED PREMISES OR THE
2 TENANT'S PERSONAL PROPERTY UNLESS THE LEASE HAS BEEN TERMINATED BY ACTION OF THE
3 PARTIES OR BY OPERATION OF LAW, AND THE PERSONAL PROPERTY HAS BEEN ABANDONED BY THE
4 TENANT WITHOUT THE BENEFIT OF FORMAL LEGAL PROCESS;

5 (3) WAIVE A TENANT'S RIGHT TO A TRIAL BY JURY;

6 (4) STATE THAT THE TENANT AGREES TO PAY COURT COSTS, LEGAL FEES, OR ATTORNEY
7 FEES OTHER THAN THOSE THAT A COURT AWARDS FOR A BREACH OF LEASE BY THE TENANT;

8 (5) STATE THAT THE TENANT AGREES TO A PERIOD REQUIRED FOR LANDLORD'S NOTICE TO
9 QUIT THAT IS LESS THAN THAT PROVIDED BY LAW;

10 (6) WAIVE THE LANDLORD'S LIABILITY FOR DAMAGE CAUSED BY THE LANDLORD'S
11 NEGLIGENCE OR VIOLATION OF LAW;

12 (7) WAIVE A RIGHT OR PROTECTION AFFORDED UNDER THIS SUBTITLE OR OTHER LAW;

13 (8) ESTABLISH A LIEN ON THE TENANT'S PROPERTY EXCEPT AS PROVIDED BY STATE LAW;

14 (9) PROVIDE FOR A PENALTY OR SUBJECT THE TENANT TO LEGAL ACTION FOR NON-
15 PAYMENT OF RENT IF THE DELINQUENT PAYMENT IS MADE WITHIN 5 DAYS AFTER THE DATE ON
16 WHICH THE RENT IS DUE;

17 (10) IMPOSE A PENALTY IN EXCESS OF 5 PERCENT OF THE AMOUNT OF RENT DUE FOR THE
18 RENTAL PERIOD FOR WHICH PAYMENT IS DELINQUENT;

19 (11) REQUIRE THAT THE TENANT PAY TO REPLACE OR REPAIR STRUCTURAL ELEMENTS OF
20 THE BUILDING, MAJOR APPLIANCES, OR ELECTRICAL, PLUMBING, HEATING, OR AIR CONDITIONING
21 SYSTEMS UNLESS THE REPLACEMENT OR REPAIR IS REQUIRED BECAUSE OF ACTIONS OF THE TENANT
22 OR A PERSON FOR WHOM THE TENANT IS LEGALLY RESPONSIBLE;

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

24 (i) AN APPLICATION FEE THAT SECTION 8-213 OF THE REAL PROPERTY ARTICLE OF THE
25 MARYLAND CODE ALLOWS;

26 (ii) A SECURITY DEPOSIT THAT SECTION, 8-203 OF THE REAL PROPERTY ARTICLE OF
27 THE MARYLAND CODE ALLOWS;

28 (iii) RENT THAT THE LEASE SPECIFIES; OR

29 (iv) FEES FOR SPECIFIED AMENITIES OR COMMON AREAS THAT THE TENANT MAY ELECT
30 TO USE, INCLUDING BUT NOT LIMITED TO DEDICATED PARKING SPACES, POOLS; OR
31 FITNESS FACILITIES;

1 (13) REQUIRE THE TENANT TO PAY TRANSFER FEES OR OTHER MONEY FOR MOVING FROM
2 ONE DWELLING UNIT TO ANOTHER DWELLING UNIT WITHIN AN APARTMENT COMPLEX DURING THE
3 LEASE PERIOD, BUT A LANDLORD MAY WITHHOLD MONEY FROM THE SECURITY DEPOSIT ON THE
4 ORIGINAL DWELLING UNIT FOR DAMAGE TO THE UNIT AND APPLY THE REMAINDER TO THE
5 SECURITY DEPOSIT FOR THE NEW UNIT; OR

6 (14) STATE THAT THE LEASE IS A CONTRACT UNDER SEAL.
7

8 **17.911. LANDLORD TO PROVIDE COPY OF LEASE.**

9 THE LANDLORD SHALL PROVIDE A FULLY EXECUTED COPY OF THE LEASE TO:

- 10 (1) THE TENANT WITHIN SEVEN DAYS AFTER THE TENANT SIGNS THE LEASE; AND
11 (2) THE OFFICE OF CONSUMER PROTECTION ON REQUEST OF THE OFFICE.
12

13 **17.912. EMERGENCY NOTICE REQUIREMENTS.**

14 (A) *IN GENERAL.*

15 (1) THE LANDLORD OF AN APARTMENT COMPLEX SHALL:

16 (I) POST A DURABLE NOTICE LISTING EMERGENCY CONTACT INFORMATION IN AN
17 ACCESSIBLE, CONSPICUOUS, AND CONVENIENT PLACE IN EACH BUILDING TO WHICH THE
18 NOTICE APPLIES, AND

19 (II) SEND THE EMERGENCY NOTICE TO EACH TENANT.

20 (2) A LANDLORD RENTING A DWELLING UNIT THAT IS NOT LOCATED IN AN APARTMENT
21 COMPLEX SHALL SEND THE NOTICE TO THE TENANT.

22 (B) *CONTENTS.*

23 THE NOTICE SHALL CONTAIN THE NAME, TITLE, AND TELEPHONE NUMBER OF THE
24 LANDLORD OR AT LEAST ONE RESPONSIBLE REPRESENTATIVE OF THE LANDLORD WHO MAY BE
25 REACHED AT ALL TIMES IN AN EMERGENCY.
26

27 **17.913. RATIO UTILITY BILLING**

28 (A) *SCOPE OF SECTION.*

1 THIS SECTION APPLIES TO AN APARTMENT COMPLEX THAT BILLS TENANTS FOR WATER, SEWER,
2 ELECTRICITY, OR GAS SERVICE ON AN ALLOCATED BASIS, REFERRED TO AS A “RATIO UTILITY
3 BILLING SYSTEM” (“RUBS”).

4 (B) *DEFINITIONS.*

5 (1) *IN GENERAL.* IN THIS SECTION THE FOLLOWING WORDS AND TERMS HAVE THE MEANINGS
6 INDICATED.

7 (2) *ALLOCATED UTILITY SERVICE* MEANS WATER, SEWER, ELECTRICITY, OR GAS SERVICE THAT IS
8 MASTER METERED TO A LANDLORD AND THAT THE LANDLORD ALLOCATES TO TENANTS
9 USING A RATIO UTILITY BILLING SYSTEM.

10 (3) *MASTER METER* MEANS A METER USED TO MEASURE, FOR BILLING PURPOSES, ALL WATER,
11 SEWER, ELECTRICITY, OR GAS USAGE OF AN APARTMENT COMPLEX, INCLUDING COMMON
12 AREAS, COMMON FACILITIES, AND DWELLING UNITS.

13 (4) *RATIO UTILITY BILLING SYSTEM* MEANS THE SYSTEM UNDER WHICH THE COST OF WATER,
14 SEWER, ELECTRICITY, OR GAS SERVICE, OR A COMBINATION OF THOSE SERVICES, IS MASTER
15 METERED TO A LANDLORD AND THEN ALLOCATED TO TENANTS BY THE LANDLORD BY A
16 FORMULA THAT ESTIMATES THE USE OF EACH RENTAL UNIT IN THE APARTMENT COMPLEX.

17 (C) *LEASE CONTENTS.*

18 WHEN A LANDLORD USES A RATIO UTILITY BILLING SYSTEM, THE LEASE SHALL INCLUDE:

19 (1) A STATEMENT THAT THE TENANT WILL BE BILLED BY THE LANDLORD FOR ALLOCATED
20 UTILITY SERVICES;

21 (2) THE PRECISE FORMULA THE LANDLORD USES TO ALLOCATE THE COST OR UTILITY
22 SERVICES TO THE TENANT;

23 (3) A STATEMENT THAT ANY DISPUTES RELATING TO THE COMPUTATION OF THE TENANT’S
24 BILL ARE BETWEEN THE TENANT AND THE LANDLORD, NOT A THIRD-PARTY BILLING
25 AGENT;

26 (4) THE AVERAGE MONTHLY BILL FOR ALL DWELLING UNITS IN THE APARTMENT COMPLEX
27 IN THE PREVIOUS CALENDAR YEAR AND THE HIGHEST AND LOWEST MONTH’S BILLS FOR
28 THAT PERIOD;

- 1 (5) INFORMATION REGARDING BILLING SUCH AS METER READING DATES, BILLING DATES,
2 AND DUE DATES;
- 3 (6) THE TIME ALLOWED FOR THE LANDLORD TO MAKE REPAIRS THAT AFFECT THE AMOUNT
4 OF ALLOCATED UTILITY SERVICES USED IN THE TENANT'S DWELLING UNIT AND IN
5 COMMON AREAS, IF COMMON AREAS ARE NOT SUB-METERED;
- 6 (7) A STATEMENT THAT THE TENANT MAY, ON REQUEST, RECEIVE INFORMATION FROM THE
7 LANDLORD TO VERIFY THE AMOUNT BILLED TO THE LANDLORD FOR ALLOCATED
8 UTILITY SERVICES;
- 9 (8) THE AMOUNT OF ANY SERVICE CHARGE OR ADMINISTRATIVE FEE THAT MAY BE BILLED
10 TO TENANTS BY THE LANDLORD UNDER THIS SECTION; AND
- 11 (9) A STATEMENT THAT A COPY OF THIS SECTION IS AVAILABLE ON REQUEST.

12 (D) *RECORDS.*

13 WITHIN 10 DAYS AFTER RECEIVING A WRITTEN REQUEST FROM A TENANT OR THE OFFICE,
14 THE LANDLORD SHALL MAKE THE FOLLOWING RECORDS FOR THE CURRENT YEAR AND
15 PREVIOUS CALENDAR YEAR AVAILABLE FOR INSPECTION AT THE ONSITE MANAGER'S OFFICE AT
16 A MUTUALLY AGREED ON TIME:

- 17 (1) A CURRENT AND COMPLETE COPY OF THIS SECTION;
- 18 (2) EACH BILL FROM THE PROVIDER OF ALLOCATED UTILITY SERVICES TO THE LANDLORD
19 FOR THE PRECEDING TWO YEARS;
- 20 (3) AN EXPLANATION OF THE FORMULA THAT THE LANDLORD USES TO CALCULATE THE
21 TENANTS' BILLS;
- 22 (4) THE TOTAL AMOUNT BILLED TO ALL TENANTS EACH MONTH;
- 23 (5) TOTAL REVENUES COLLECTED FROM THE TENANTS EACH MONTH TO PAY FOR THE
24 ALLOCATED UTILITY SERVICES; AND
- 25 (6) ANY OTHER INFORMATION NECESSARY FOR A TENANT TO CALCULATE AND VERIFY AN
26 ALLOCATED UTILITY SERVICE BILL.

27 (E) *PROHIBITED CHARGES.*

28 CHARGES BILLED TO TENANTS UNDER A RATIO UTILITY BILLING SYSTEM MAY ONLY
29 INCLUDE CHARGES FOR ALLOCATED UTILITY SERVICES AND MAY NOT INCLUDE ANY OTHER

1 CHARGES BILLED TO THE LANDLORD SUCH AS DEPOSITS, DISCONNECT OR RECONNECT FEES,
2 LATE PAYMENTS, OR OTHER SIMILAR FEES.

3 (F) *CALCULATIONS FOR ALLOCATED UTILITY SERVICE.*

4 (1) *COMMON AREA CALCULATION.* BEFORE A LANDLORD MAY ALLOCATE A MASTER METER
5 BILL FOR ALLOCATED UTILITY SERVICE TO THE TENANTS, THE LANDLORD SHALL FIRST
6 DEDUCT COMMON AREA USAGE SUCH AS INSTALLED LANDSCAPE IRRIGATION SYSTEMS,
7 POOLS, LAUNDRY ROOMS, HALLWAYS, LOBBY AREAS, AND SIMILAR FACILITIES.

8 (2) *ADMINISTRATIVE AREA CALCULATION.* BEFORE A LANDLORD MAY ALLOCATE A MASTER
9 METER BILL FOR ALLOCATED UTILITY SERVICE TO THE TENANTS, THE LANDLORD SHALL
10 ALSO DEDUCT USAGE FOR ANY AREA USED BY THE LANDLORD TO MANAGE THE
11 APARTMENT COMPLEX, SUCH AS THE MANAGEMENT OFFICE, UTILITY CLOSETS, OR
12 OTHER AREAS THAT ARE NOT AVAILABLE FOR USE BY THE TENANTS.

13 (3) *FORMULA FOR CALCULATING TENANTS' BILLS.* TO CALCULATE A TENANT'S BILL, THE
14 LANDLORD SHALL USE THE FORMULA PROVIDED IN THE LEASE. AT THE REQUEST OF THE
15 OFFICE, THE LANDLORD SHALL PROVE THAT THE PROPOSED FORMULA FAIRLY AND
16 ACCURATELY ALLOCATES UTILITY USAGE AMONG TENANTS.

17 (4) *PARTIAL MONTH'S BILL FOR MOVE-IN OR MOVE-OUT.* IF A TENANT MOVES IN OR OUT
18 DURING A BILLING PERIOD, THE LANDLORD SHALL CALCULATE A PRO-RATED BILL FOR
19 THE TENANT BY DIVIDING THE NUMBER OF DAYS THE TENANT LIVED IN THE RENTAL
20 UNIT BY THE NUMBER OF DAYS IN THE MONTH MULTIPLIED BY THE BILL FOR THE
21 MONTH. IF A TENANT MOVES OUT DURING A BILLING PERIOD BEFORE THE LANDLORD
22 RECEIVES THE BILL FOR THAT PERIOD FROM THE UTILITY SERVICE, THE LANDLORD MAY
23 CALCULATE A FINAL BILL BY USING TENANT'S AVERAGE DAILY BILL FOR THE LAST
24 THREE MONTHS AND MULTIPLYING THAT DAILY AMOUNT BY THE NUMBER OF DAYS THE
25 TENANT WAS IN THE RENTAL UNIT.

26 (5) *ADMINISTRATIVE FEE.* IF A LANDLORD USES A RATIO UTILITY BILLING SYSTEM, THE
27 BILL FORMAT FOR EACH BILLING PERIOD SHALL SHOW THE AMOUNT OF ANY CUSTOMER
28 SERVICE OR ADMINISTRATIVE FEE CHARGED. A CUSTOMER SERVICE OR
29 ADMINISTRATIVE FEE MAY NOT EXCEED THE LESSER OF \$1 PER MONTH OR THE ACTUAL

1 COST OF ALLOCATING UTILITY CHARGES TO THE TENANTS. THE LANDLORD MAY NOT
2 IMPOSE ANY ADDITIONAL CHARGES.

3 (G) *MONTHLY BILLING FOR ALLOCATED UTILITY CHARGES.*

4 (1) BILLS FOR ALLOCATED UTILITY SERVICE CHARGES SHALL BE SENT TO TENANTS ON A
5 MONTHLY BASIS.

6 (2) THE BILL SHALL CLEARLY STATE THE:

7 (i) DURATION OF THE BILLING PERIOD;

8 (ii) AMOUNT DUE FOR USAGE OF EACH UTILITY SERVICE;

9 (iii) AMOUNT DUE FOR CUSTOMER SERVICE OR ADMINISTRATIVE FEE;

10 (iv) TOTAL AMOUNT DUE FOR THE BILLING PERIOD;

11 (v) NAME AND ADDRESS OF THE TENANT TO WHOM THE BILL IS APPLICABLE;

12 (vi) NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PERSON SENDING THE BILL;

13 AND

14 (vii) NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PERSON TO WHOM PAYMENT
15 IS TO BE MADE.

16 (3) THE DUE DATE ON THE BILL MAY NOT BE LESS THAN 15 DAYS AFTER IT IS MAILED OR
17 HAND DELIVERED TO THE TENANT. A PAYMENT IS DELINQUENT IF NOT RECEIVED BY
18 THE DUE DATE.

19 (4) AN ESTIMATED BILL MAY BE SENT IF A MASTER METER HAS BEEN TAMPERED WITH,
20 CANNOT BE READ, OR IS OUT OF ORDER, BUT THE BILL SHALL BE DISTINCTLY MARKED
21 AS AN ESTIMATE AND THE SUBSEQUENT BILL SHALL REFLECT AN ADJUSTMENT FOR
22 ACTUAL CHARGES.

23 (5) IF A TENANT IS OVER-BILLED FOR A UTILITY SERVICE, THE LANDLORD SHALL
24 CALCULATE AN ADJUSTMENT TO THE TENANT'S BILL AND GIVE THE TENANT A REFUND.

25 (6) IF A TENANT IS UNDER-BILLED FOR A UTILITY SERVICE DURING THE PREVIOUS 6
26 MONTHS, THE LANDLORD MAY CALCULATE AN ADJUSTMENT FOR BILLS ISSUED.
27 HOWEVER, THE LANDLORD MAY NOT CALCULATE AN ADJUSTMENT IF THE TENANT WAS
28 UNDER-BILLED BECAUSE OF A METER MALFUNCTION, EXCEPT AS PROVIDED IN ITEM (4)
29 OF THIS SUBSECTION. IF THE TOTAL AMOUNT THAT A TENANT WAS UNDERCHARGED IS
30 \$25 OR MORE, THE LANDLORD SHALL OFFER THE TENANT A DEFERRED PAYMENT PLAN

1 OPTION THAT GIVES THE TENANT THE SAME AMOUNT OF TIME TO PAY AS THE PERIOD OF
2 UNDER-BILLING. ADJUSTMENTS FOR USAGE BY A PREVIOUS TENANT MAY NOT BE
3 BILLED TO A CURRENT TENANT.

4 (7) FAILURE BY A TENANT TO PAY AN ALLOCATED UTILITY SERVICE BILL IS NOT NON-
5 PAYMENT OF RENT.

6 (H) *DISPUTED BILLS.*

7 (1) IF A TENANT DISPUTES A BILL, THE TENANT SHALL NOTIFY THE LANDLORD OF THE DISPUTE
8 IN WRITING.

9 (2) THE LANDLORD SHALL INVESTIGATE THE MATTER AND REPORT THE RESULTS OF THE
10 INVESTIGATION TO THE TENANT IN WRITING WITHIN 30 DAYS AFTER THE TENANT GIVES
11 WRITTEN NOTIFICATION OF THE DISPUTE TO THE LANDLORD.

12 **17.914. PROHIBITED RETALIATORY PRACTICES.**

13 (A)(1) FOR ANY REASON LISTED IN PARAGRAPH (2) OF THIS SUBSECTION, A LANDLORD OF ANY
14 RESIDENTIAL PROPERTY MAY NOT:

- 15 (I) BRING OR THREATEN TO BRING AN ACTION FOR POSSESSION AGAINST A TENANT;
- 16 (II) ARBITRARILY INCREASE THE RENT OR DECREASE THE SERVICES TO WHICH A
17 TENANT HAS BEEN ENTITLED; OR
- 18 (III) TERMINATE A PERIODIC TENANCY.

19 (2) A LANDLORD MAY NOT TAKE AN ACTION THAT IS LISTED UNDER PARAGRAPH (1) OF
20 THIS SUBSECTION FOR ANY OF THE FOLLOWING REASONS:

21 (I) BECAUSE THE TENANT OR THE TENANT’S AGENT HAS PROVIDED WRITTEN OR
22 ACTUAL NOTICE OF A GOOD FAITH COMPLAINT ABOUT AN ALLEGED VIOLATION OF THE
23 LEASE, VIOLATION OF LAW, OR CONDITION ON THE LEASED PREMISES THAT IS A
24 SUBSTANTIAL THREAT TO THE HEALTH OR SAFETY OF OCCUPANTS TO:

- 25 1. THE LANDLORD; OR
- 26 2. ANY PUBLIC AGENCY AGAINST THE LANDLORD;
- 27 (II) BECAUSE THE TENANT OR THE TENANT’S AGENT HAS:
 - 28 1. FILED A LAWSUIT AGAINST THE LANDLORD; OR
 - 29 2. TESTIFIED OR PARTICIPATED IN A LAWSUIT INVOLVING THE LANDLORD;

1 OR

2 (III) BECAUSE THE TENANT HAS PARTICIPATED IN ANY TENANTS' ORGANIZATION.

3 (B)(1) A LANDLORD'S VIOLATION OF SUBSECTION (A) OF THIS SECTION IS A "RETALIATORY
4 ACTION".

5 (2) A TENANT MAY RAISE A RETALIATORY ACTION OF A LANDLORD:

6 (I) IN DEFENSE TO AN ACTION FOR POSSESSION; OR

7 (II) AS AN AFFIRMATIVE CLAIM FOR DAMAGES RESULTING FROM A RETALIATORY
8 ACTION OF A LANDLORD OCCURRING DURING A TENANCY.

9 (C)(1) IF IN ANY PROCEEDING THE COURT FINDS IN FAVOR OF THE TENANT BECAUSE THE
10 LANDLORD ENGAGED IN A RETALIATORY ACTION, THE COURT MAY ENTER JUDGMENT AGAINST THE
11 LANDLORD FOR DAMAGES NOT TO EXCEED THE EQUIVALENT OF 3 MONTHS' RENT, REASONABLE
12 ATTORNEY FEES, AND COURT COSTS.

13 (2) IF IN ANY PROCEEDING THE COURT FINDS THAT A TENANT'S ASSERTION OF A
14 RETALIATORY ACTION WAS IN BAD FAITH OR WITHOUT SUBSTANTIAL JUSTIFICATION, THE COURT
15 MAY ENTER JUDGMENT AGAINST THE TENANT FOR DAMAGES NOT TO EXCEED THE EQUIVALENT OF 3
16 MONTHS' RENT, REASONABLE ATTORNEY FEES, AND COURT COSTS.

17 (D) THE RELIEF PROVIDED UNDER THIS SECTION IS CONDITIONED ON THE TENANT BEING CURRENT
18 ON THE RENT DUE AND OWING TO THE LANDLORD AT THE TIME OF THE ALLEGED RETALIATORY
19 ACTION, UNLESS THE TENANT WITHHOLDS RENT IN ACCORDANCE WITH THE LEASE OR § 8-211 OF
20 THE REAL PROPERTY ARTICLE OF THE MARYLAND CODE.

21 (E) AN ACTION BY A LANDLORD MAY NOT BE DEEMED TO BE RETALIATORY FOR PURPOSES OF THIS
22 SECTION IF THE ALLEGED RETALIATORY ACTION OCCURS MORE THAN 6 MONTHS AFTER A TENANT'S
23 ACTION THAT IS PROTECTED UNDER SUBSECTION (A)(2) OF THIS SECTION.

24 (F) AS LONG AS A LANDLORD'S TERMINATION OF A TENANCY IS NOT THE RESULT OF A
25 RETALIATORY ACTION, NOTHING IN THIS SECTION MAY BE INTERPRETED TO ALTER THE
26 LANDLORD'S OR THE TENANT'S RIGHTS TO TERMINATE OR NOT RENEW A TENANCY.

27
28 **17.915. TENANT ORGANIZATIONS.**

29 (A) *IN GENERAL.*

30 TENANTS MAY:

31 (1) FORM, JOIN, MEET, OR ASSIST ONE ANOTHER AS PART OF A TENANT ORGANIZATION OR

1 OTHERWISE;

2 (2) MEET AND CONFER WITH LANDLORDS THROUGH REPRESENTATIVES OF THEIR OWN
3 CHOOSING;

4 (3) ENGAGE IN OTHER COOPERATIVE ACTIVITIES FOR MUTUAL AID AND PROTECTION; AND

5 (4) REFRAIN FROM AN ACTIVITY LISTED IN THIS SUBSECTION.

6 (B) *MEETINGS OF LANDLORDS AND TENANTS.*

7 A LANDLORD SHALL MEET WITH A TENANT ASSOCIATION OR ORGANIZATION ON A GOOD
8 FAITH REQUEST BY THE ASSOCIATION OR ORGANIZATION.

9 (C) *USE OF MEETING SPACES.*

10 (1) TO CONDUCT TENANT ORGANIZATION MEETINGS, TENANTS AND TENANT
11 ORGANIZATIONS HAVE THE RIGHT OF FREE ASSEMBLY IN THE MEETING ROOMS AND OTHER AREAS
12 SUITABLE FOR MEETINGS WITHIN RENTAL HOUSING DURING REASONABLE HOURS AND ON
13 REASONABLE NOTICE TO THE LANDLORD.

14 (2) THE LANDLORD MAY NOT CHARGE A TENANT ORGANIZATION OR A GROUP OF TENANTS
15 SEEKING TO FORM A TENANT ORGANIZATION A FEE FOR THE FIRST MEETING OF EACH MONTH HELD
16 TO DISCUSS LANDLORD-TENANT ISSUES.

17 (3) THE LANDLORD MAY CHARGE A REASONABLE FEE FOR OTHER USES OF THE MEETING
18 ROOMS OR COMMON AREAS BUT THE CHARGE MAY NOT EXCEED THE REGULAR SCHEDULE OF FEES
19 FOR THE ROOMS OR AREAS CHARGED TO OTHER GROUPS.

20 (4) THE LANDLORD MAY IMPOSE REASONABLE TERMS AND CONDITIONS ON THE USE OF THE
21 MEETING ROOMS OR COMMON AREAS IF THOSE TERMS AND CONDITIONS DO NOT UNDERMINE THE
22 PURPOSES OF THIS SECTION.

23 (D) *LITERATURE.*

24 TENANTS AND TENANT ORGANIZATIONS MAY DISTRIBUTE FREELY AND POST IN CENTRALLY
25 LOCATED AREAS OF RENTAL HOUSING LITERATURE CONCERNING LANDLORD-TENANT ISSUES IF THE
26 ORIGIN OF THE LITERATURE IS PROPERLY IDENTIFIED.

27 (E) *COMPLAINTS.*

28 TENANT ORGANIZATIONS MAY FILE COMPLAINTS UNDER THIS SUBTITLE ON BEHALF OF
29 TENANTS, BUT A TENANT ORGANIZATION MAY NOT REPRESENT EXCLUSIVELY A TENANT OR CLASS
30 OF TENANTS UNLESS THE TENANT OR THE CLASS SPECIFICALLY AUTHORIZE THE ORGANIZATION TO
31 DO SO.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

17.916 PENALTIES AND OTHER RELIEF

(A) *NOT EXCLUSIVE.*

THE PENALTIES AND RELIEF SPECIFIED IN THIS SECTION ARE IN ADDITION TO THE OTHER PENALTIES SPECIFICALLY PROVIDED IN THIS SUBTITLE.

(B) *CIVIL PENALTIES.*

(1) THE OFFICE MAY ENFORCE THIS SUBTITLE WITH CIVIL PENALTIES UNDER TITLE 24, “CIVIL PENALTIES” OF THE HOWARD COUNTY CODE.

(2) THE FIRST VIOLATION OF THIS SUBTITLE IS A CLASS B OFFENSE.

(3) SUBSEQUENT VIOLATIONS ARE CLASS A OFFENSES.

(C) *PENALTY RECOVERABLE IN CIVIL ACTION.*

ALTERNATIVELY OR IN ADDITION TO AND CONCURRENT WITH OTHER REMEDIES, THE OFFICE MAY IMPOSE A FINE NOT EXCEEDING \$500 FOR EACH VIOLATION OF THIS SUBTITLE, RECOVERABLE IN A CIVIL ACTION.

(D) *INJUNCTIVE AND OTHER RELIEF.*

THE OFFICE MAY ALSO SEEK, AND A COURT MAY ISSUE, AN INJUNCTION, A RESTRAINING ORDER, OR OTHER APPROPRIATE RELIEF TO CORRECT A VIOLATION OF THIS SUBTITLE.

17.917. PRIVATE ACTION.

NOTHING IN THIS SUBTITLE PREVENTS A PERSON FROM EXERCISING A RIGHT OR SEEKING A REMEDY TO WHICH THE PERSON MIGHT OTHERWISE BE ENTITLED, OR FROM FILING A COMPLAINT WITH ANY OTHER GOVERNMENTAL UNIT OR COURT.

Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland, that this Act does not apply to a lease that is in effect on the effective date of this Act; however, this Act does apply to a renewal of a lease that occurs after the effective date of this Act.

Section 3. And Be It Further Enacted by the County Council of Howard County, Maryland, that this Act shall become effective 61 days after its enactment.