

Amendment 4 to Council Bill No. 20-2018

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Legislative Day No. 5

Date: May 7, 2018

Amendment No. 4

(This amendment makes various changes to the required lease provisions.)

1 On page 7, in line 30, strike “RENEW THE OWNER’S” and substitute “APPLY FOR RENEWAL
2 OF THE”.

3 On page 8, in line 5, after “notice” insert “, UNDER SECTION 8-211 OF THE REAL PROPERTY
4 ARTICLE OF THE MARYLAND CODE”.

5 On page 8, strike line 7 in its entirety and substitute “(II) REQUEST THAT A RENT ESCROW
6 ACCOUNT BE ESTABLISHED FOR THE PAYMENT OF RENT UNDER SECTION 8-211 OF THE REAL
7 PROPERTY ARTICLE OF THE MARYLAND CODE UNTIL THE VIOLATION IS ABATED.”.

8 Also on page 8, in line 22, strike “SERVICES AND UTILITIES” and substitute “UTILITIES AND
9 SIMILAR SERVICES”.

10 On page 9, in line 1, strike “ACTUAL COST OF THE SERVICE” and substitute “AMOUNT ON
11 AN INVOICE ITEMIZED BY THE LANDLORD OR A SERVICE PROVIDER”.

12 On page 10, in line 5, after “PREVENT” insert “: (I)” and in line 7 after “LEASE” insert “;
13 OR (II) THE LANDLORD AND TENANT FROM MUTUALLY AGREEING IN WRITING TO A NOTICE THAT IS
14 LESS THAN THE TIME REQUIRED BY PARAGRAPH (1) OF THIS SUBSECTION”.

15 Also on page 10, in line 11, strike “30” and substitute “60”.

16 Also on page 10, in line 13, strike the second “OF” and substitute “TO A LOCATION THAT
17 IS” and strike “25” and substitute “100”.

18 Also on page 10, in line 14, strike “EMPLOYMENT” and substitute “RESIDENCE, WHICH IS
19 CONFIRMED IN WRITING BY THE TENANT’S CURRENT EMPLOYER AND THE RELOCATION IS NOT PAID
20 FOR BY THEIR EMPLOYER”.

21 Also on page 10, in line 15, strike “DEATH OR”: and substitute “INVOLUNTARY”.

1 Also on page 10, in line 16, after “LEASE” insert “WHICH IS CONFIRMED BY
2 CERTIFICATION OF THE FORMER EMPLOYER OR DOCUMENTATION FROM A GOVERNMENT AGENCY
3 PROVIDING UNEMPLOYMENT BENEFITS”.

4 Also on page 10, in line 16, strike “OR”.

5 Also on page 10, strike line 17 in its entirety and substitute “(III) THE DEATH OF A WAGE
6 EARNER WHOSE INCOME WAS USED TO QUALIFY FOR THE LEASE, WHICH IS CONFIRMED BY A
7 CERTIFICATE OF DEATH; OR

8 (IV) A MEDICAL CERTIFICATION IN ACCORDANCE WITH SECTION 8.212.2 OF THE REAL
9 PROPERTY ARTICLE OF THE MARYLAND CODE.”.

10 Also on page 10, in line 18, after “UNDER” insert “PARAGRAPH (1) OF”.

11 Also on page 10, in line 19, strike “ONE” and substitute “TWO”.

12 Also on page 10, after line 20 insert:

13 “(3) A LEASE SHALL STATE THAT UPON RECEIPT OF CERTAIN ORDERS RECEIVED BY
14 MILITARY PERSONNEL IN ACCORDANCE WITH SECTION 8.212.1 OF THE REAL PROPERTY
15 ARTICLE OF THE MARYLAND CODE THE TENANT MAY ON 30 DAYS WRITTEN NOTICE,
16 TERMINATE THE LEASE AND BE SUBJECT TO A TERMINATION CHARGE NOT TO EXCEED ONE
17 MONTH’S RENT.

18 (4) NOTHING IN THIS SUBSECTION PROHIBITS THE LANDLORD FROM RETAINING PART
19 OR ALL OF THE TENANT’S SECURITY DEPOSIT FOR DAMAGE TO THE DWELLING UNIT.”.

20 ON PAGE 10, AFTER LINE 20, INSERT “(5) THE REQUIREMENT OF PARAGRAPH (1) OF THIS
21 SUBSECTION MAY BE MUTUALLY WAIVED BY BOTH PARTIES IF THE TENANT IS IN ONE OF NOT MORE
22 THAN THREE UNITS ON A SINGLE LOT OWNED BY THE SAME LANDLORD.”