

Introduced	4/2/18
Public Hearing	4/16/18
Council Action	6/4/18
Executive Action	6/12/18
Effective Date	8/12/18

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 April 2, 2018. Ordered posted and hearing scheduled.

By order

Jessica Feldmark
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 April 16, 2018.

Tabled 5/7/18

By order

Jessica Feldmark
Jessica Feldmark, Administrator

This Bill was read the third time on June 4, 2018 and Passed ✓, Passed with amendments ✓, Failed .

By order

Jessica Feldmark
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 7th day of June, 2018 at 5 a.m. P.M.

By order

Jessica Feldmark
Jessica Feldmark, Administrator

Approved by the County Executive June 12, 2018

Allan H. Kittleman
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 (15) TO ADOPT WRITTEN REGULATIONS NECESSARY TO IMPLEMENT SUBTITLE 9 "LANDLORD
20 TENANT RELATIONS" OF TITLE 17 "PUBLIC PROTECTION SERVICES" OF THE HOWARD COUNTY
21 CODE.

22 **Sec. 17.412. - Penalties.**

23 *(a) Civil Penalties.*

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

28
29 **SUBTITLE 9. LANDLORD-TENANT RELATIONS.**

1 MAINTENANCE FUNCTION.

2 (I) *LEASE MEANS* A WRITTEN RENTAL AGREEMENT THAT ESTABLISHES OR MODIFIES THE TERMS,
3 CONDITIONS, RULES, REGULATIONS, OR ANY OTHER PROVISIONS CONCERNING THE USE AND
4 OCCUPANCY OF A DWELLING UNIT.

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

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

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

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

14
15 **17.901. CONSTRUCTION.**

16 THIS SUBTITLE SHALL BE LIBERALLY CONSTRUED AND APPLIED TO PROMOTE ITS
17 UNDERLYING PURPOSES.

18
19 **17.902. PURPOSES.**

20 THE PURPOSES OF THIS SUBTITLE ARE TO:

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

27
28 **17.903. APPLICABILITY OF SUBTITLE.**

29 (A) *IN GENERAL.*

30 SUBJECT TO STATE AND FEDERAL LAW, THIS SUBTITLE REGULATES AND DETERMINES THE
31 LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS OF LANDLORDS AND TENANTS FOR DWELLING UNITS

1
2 **17.900. DEFINITIONS.**

3 (A) *IN GENERAL*. IN THIS SUBTITLE, THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

4 (B) *APARTMENT COMPLEX* MEANS A SET OF RELATED BUILDINGS THAT HAVE THE SAME LANDLORD
5 AND THAT ALL CONTAIN RENTAL DWELLING UNITS.

6 (C) *COMMON AREA* MEANS ANY AREA IN AN APARTMENT COMPLEX OR COMMON OWNERSHIP
7 COMMUNITY THAT MAY BE USED BY ALL RESIDENTS OF THE APARTMENT COMPLEX OR COMMON
8 OWNERSHIP COMMUNITY.

9 (D) *COMMON OWNERSHIP COMMUNITY* MEANS:

10 (1) A DEVELOPMENT SUBJECT TO A DECLARATION ENFORCED BY A HOMEOWNERS'
11 ASSOCIATION, AS THOSE TERMS ARE USED IN STATE LAW;

12 (2) A CONDOMINIUM, AS THAT TERM IS USED IN STATE LAW; AND

13 (3) A COOPERATIVE HOUSING PROJECT, AS THAT TERM IS USED IN STATE LAW.

14 (E) *CREDIT REPORTING AGENCY* MEANS A PERSON OR ENTITY THAT IS SUBJECT TO TITLE 14,
15 SUBTITLE 12 OF THE COMMERCIAL LAW ARTICLE OF THE MARYLAND CODE.

16 (F) *DWELLING* HAS THE MEANING SET FORTH IN SECTION 14.900 OF THE HOWARD COUNTY CODE.

17 (G) *DWELLING UNIT* HAS THE MEANING SET FORTH IN SECTION 14.900 OF THE HOWARD COUNTY
18 CODE.

19 (H) (1) *LANDLORD* MEANS:

20 (I) THE OWNER, THE OWNER'S AGENT, A LESSOR, OR A SUBLESSOR OF A DWELLING
21 UNIT WHO IS AUTHORIZED TO EXERCISE ANY ASPECT OF THE MANAGEMENT OF THE
22 PREMISES;

23 (II) IN A CONDOMINIUM HOUSING STRUCTURE, THE OWNER OF A DWELLING UNIT
24 THAT IS DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A
25 RESIDENCE AND FOR WHICH THE OWNER RECEIVES CONSIDERATION; AND

26 (III) IN A COOPERATIVE HOUSING STRUCTURE, A PERSON HAVING AN OWNERSHIP
27 INTEREST IN THE LEGAL ENTITY THAT HOLDS TITLE TO THE COOPERATIVE HOUSING
28 STRUCTURE AND ENJOYS EXCLUSIVE USE OF A DWELLING UNIT AND FOR WHICH THE
29 PERSON WHO HAS AN OWNERSHIP INTEREST IN THE LEGAL ENTITY RECEIVES
30 CONSIDERATION FOR LEASING THE DWELLING UNIT.

31 (2) *LANDLORD* DOES NOT INCLUDE A PERSON WHO IS ENGAGED SOLELY IN A CUSTODIAL OR

1 IN THE COUNTY.

2 (B) *UNENFORCEABLE PROVISIONS.*

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

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

7 (C) LEASE ADDENDUM.

8 THE REQUIREMENTS FOR PROVISIONS IN A LEASE UNDER THIS SUBTITLE ARE DEEMED MET IF
9 THE PROVISIONS ARE INCLUDED IN A LEASE ADDENDUM THAT HAS BEEN INITIALED BY THE
10 TENANT.

11 **17.904. OFFICE OF CONSUMER PROTECTION – POWERS AND DUTIES.**

12 (A) *IN GENERAL.*

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

14 (B) *COMPLAINTS.*

15 (1) THE OFFICE HAS JURISDICTION OVER ALL COMPLAINTS FILED UNDER THIS SUBTITLE
16 EXCEPT FOR THOSE COMPLAINTS THAT ARE REFERRED TO ANOTHER COUNTY UNIT UNDER SECTION
17 17.905 OF THIS SUBTITLE.

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

21 (3) IN CONNECTION WITH THIS AUTHORITY:

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

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

27 (C) *EDUCATION.*

28 THE OFFICE MAY ASSIST, DEVELOP, AND CONDUCT PROGRAMS OF LANDLORD AND TENANT
29 EDUCATION AND INFORMATION THROUGH PUBLIC HEARINGS OR MEETINGS, OR BY DISTRIBUTING
30 PUBLICATIONS OR OTHER MATERIALS.

1 **17.905. JOINT AND CONCURRENT JURISDICTION, ADMINISTRATIVE COOPERATION**

2 (A) *REFERRAL.*

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

6 (B) *JOINT JURISDICTION.*

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

10 (C) *COOPERATION.*

11 THE OFFICE SHALL SEEK THE COOPERATION OF OTHER COUNTY UNITS CONCERNED WITH
12 RENTAL HOUSING IN EDUCATING THE PUBLIC ON LANDLORD AND TENANT RIGHTS AND
13 RESPONSIBILITIES.

14
15
16 **17.906. RENTAL HOUSING LICENSE REQUIRED.**

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

20
21 **17.907. LEASE APPLICATION REQUIREMENTS**

22 (A) *IN GENERAL.*

23 AN APPLICATION FOR A LEASE SHALL CONTAIN THE PROVISIONS THAT THIS SECTION
24 REQUIRES.

25 (B) *TENANT LIABILITIES.*

26 AN APPLICATION SHALL EXPLAIN THE LIABILITIES THAT THE TENANT INCURS BY SIGNING THE
27 APPLICATION.

28 (C) *CREDIT REPORTS.*

29 (1) IF A LANDLORD INTENDS TO OBTAIN A REPORT OR INFORMATION FROM A CREDIT
30 REPORTING AGENCY ABOUT THE APPLICANT, THE APPLICATION SHALL ADVISE THE APPLICANT THAT
31 INFORMATION ABOUT THE APPLICANT'S RENTAL OR CREDIT HISTORY OR WORTHINESS WILL BE

1 OBTAINED FROM A CREDIT REPORTING AGENCY.

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

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

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

10 (D) *FEES.*

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

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

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

23
24
25 **17.908. REQUIRED INFORMATION.**

26 (A) *IN GENERAL.*

27 (1) WHEN A LANDLORD RECEIVES A RENTAL APPLICATION, THE LANDLORD SHALL:

28 ~~(1)~~ GIVE THE PROSPECTIVE TENANT A COPY OF THE PROPOSED LEASE;

29 (2) ON APPROVAL OF THE TENANT'S APPLICATION, THE LANDLORD SHALL:

(I) GIVE THE PROSPECTIVE TENANT A COPY OF ANY COMMON OWNERSHIP COMMUNITY RULE, REGULATION, DECLARATION, OR COVENANT THAT BINDS THE LANDLORD AND AFFECTS THE USE AND OCCUPANCY OF THE UNIT OR ANY COMMON AREA ASSOCIATED WITH THE UNIT;

~~(3)~~ (II) NOTIFY THE PROSPECTIVE TENANT IN WRITING THAT THE TENANT MAY BE PRESENT DURING

~~AN INSPECTION OF~~ VIEW THE DWELLING UNIT BEFORE EXECUTING THE LEASE TO IDENTIFY EXISTING DAMAGE TO THE UNIT OR PERSONAL PROPERTY IN THE UNIT;

(4) (III) SUBJECT TO SUBSECTION (C) OF THIS SECTION, NOTIFY THE PROSPECTIVE TENANT IN WRITING THAT THE OWNER OF A DWELLING UNIT MUST HAVE A RENTAL HOUSING LICENSE UNDER SECTION 14.901 OF THE HOWARD COUNTY CODE BEFORE THE UNIT IS OCCUPIED; AND

(IV) PROVIDE THE TENANT WITH A COPY OF THE CURRENT LICENSE FOR THE DWELLING UNIT; AND

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

(B) *ACKNOWLEDGEMENT BY TENANT.*

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

(C) *RENTAL HOUSING LICENSE.*

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

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

THE OFFICE SHALL MAKE THE PUBLICATION IDENTIFIED IN SUBSECTION (A)~~(5)~~ ~~(2)~~ (III) OF THIS SECTION AVAILABLE FOR DOWNLOADING FROM THE OFFICE'S WEB PAGE IN ENGLISH, SPANISH, CHINESE, FRENCH, AND KOREAN AND, ON REQUEST OF THE LANDLORD, THE OFFICE SHALL PROVIDE A WRITTEN COPY OF THE PUBLICATION IN ADDITIONAL LANGUAGES ~~OTHER THAN ENGLISH, SPANISH, KOREAN~~ AS SOON AS PRACTICAL.

17.909. REQUIRED LEASE PROVISIONS.

1 (A) *IN GENERAL.*

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

3 (B) *RENTAL HOUSING LICENSE.*

4 A LEASE SHALL STATE:

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

7 (2) THAT IF THE OWNER FAILS TO ~~RENEW THE OWNER'S~~ APPLY FOR RENEWAL OF THE
8 RENTAL HOUSING LICENSE DURING THE TENANT'S LEASE PERIOD, THE TENANT MAY TERMINATE
9 THE LEASE WITHOUT PENALTY AND THE OWNER SHALL RETURN THE TENANT'S SECURITY DEPOSIT
10 IN COMPLIANCE WITH SECTION 8-203 OF THE REAL PROPERTY ARTICLE OF THE MARYLAND CODE;
11 AND

12 (3) THAT IF THE OWNER RECEIVES A NOTICE OF VIOLATION FROM THE DEPARTMENT OF
13 INSPECTIONS, LICENSES AND PERMITS AND DOES NOT ABATE THE VIOLATION BY THE DATE
14 SPECIFIED IN THE NOTICE, UNDER SECTION 8-211 OF THE REAL PROPERTY ARTICLE OF THE
15 MARYLAND CODE, THE TENANT MAY:

16 (i) TERMINATE THE LEASE WITHOUT PENALTY; OR

17 ~~(ii) PAY RENT INTO AN ESCROW ACCOUNT UNTIL THE VIOLATION IS ABATED. (ii)~~
18 REQUEST THAT A RENT ESCROW ACCOUNT BE ESTABLISHED FOR THE PAYMENT OF RENT
19 UNTIL THE VIOLATION IS ABATED.

20 (C) *CONDITION OF UNIT.*

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

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

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

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

5 (D) ~~SERVICES AND UTILITIES~~ UTILITIES AND SIMILAR SERVICES.

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

9 (2) IF THE LEASE REQUIRES THE TENANT TO PAY THE LANDLORD FOR SERVICES SUPPLIED BY
10 THE LANDLORD, THE LEASE SHALL PROVIDE THAT THE LANDLORD MAY NOT COLLECT MORE THAN
11 THE ~~ACTUAL COST OF THE SERVICE~~ AMOUNT ON AN INVOICE ITEMIZED BY THE LANDLORD OR A
12 SERVICE PROVIDER, AND THAT THE LANDLORD WILL PROVIDE SUBSTANTIATION OF THE COST ON
13 THE TENANT'S REQUEST.

14 (E) *SECURITY DEPOSITS*.

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

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

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

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

28 (F) *RECEIPTS*.

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

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

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

7 (I) MAKE NECESSARY REPAIRS, DECORATIONS, ALTERATIONS, OR IMPROVEMENTS TO
8 THE DWELLING UNIT OR DETERMINE WHETHER REPAIRS, DECORATIONS, ALTERATIONS, OR
9 IMPROVEMENTS ARE NECESSARY;

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

12 (III) SHOW THE DWELLING UNIT TO PROSPECTIVE BUYERS, MORTGAGEES, OR
13 TENANTS.

14 (2) THIS SUBSECTION DOES NOT PREVENT: (I) THE LANDLORD FROM ENTERING A DWELLING
15 UNIT IN AN EMERGENCY OR WHEN THE LANDLORD HAS A REASONABLE BASIS TO BELIEVE THE
16 TENANT MAY HAVE DAMAGED THE UNIT OR MAY BE IN VIOLATION OF THE LEASE; OR (II) THE
17 LANDLORD AND TENANT FROM MUTUALLY AGREEING IN WRITING TO A NOTICE THAT IS LESS THAN
18 THE TIME REQUIRED BY PARAGRAPH (1) OF THIS SUBSECTION.

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

21 (H) *TERMINATION.*

22 (1) A LEASE SHALL STATE THAT THE TENANT MAY TERMINATE THE LEASE ON ~~30~~ 60 DAYS'
23 WRITTEN NOTICE TO THE LANDLORD BECAUSE OF:

24 (I) AN INVOLUNTARY CHANGE OF EMPLOYMENT ~~OF~~ TO A LOCATION THAT IS MORE
25 THAN ~~25~~ 100 MILES FROM THE CURRENT PLACE OF EMPLOYMENT RESIDENCE, WHICH IS
26 CONFIRMED IN WRITING BY THE TENANT'S CURRENT EMPLOYER AND THE RELOCATION IS NOT
27 PAID FOR BY THEIR EMPLOYER;

28 (II) ~~DEATH OR~~ INVOLUNTARY UNEMPLOYMENT OF A WAGE EARNER WHOSE INCOME

1 WAS USED TO QUALIFY FOR THE LEASE, WHICH IS CONFIRMED BY CERTIFICATION OF THE
2 FORMER EMPLOYER OR DOCUMENTATION FROM A GOVERNMENT AGENCY PROVIDING
3 UNEMPLOYMENT BENEFITS; OR

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

5 (III) THE DEATH OF A WAGE EARNER WHOSE INCOME WAS USED TO QUALIFY FOR THE
6 LEASE, WHICH IS CONFIRMED BY A CERTIFICATE OF DEATH; OR

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

9 (2) A LEASE MAY PROVIDE THAT, IN THE EVENT OF TERMINATION UNDER PARAGRAPH (1) OF
10 THIS SUBSECTION, THE TENANT IS LIABLE FOR A REASONABLE TERMINATION CHARGE NOT TO
11 EXCEED ONE TWO MONTH'S RENT OR ACTUAL DAMAGES SUSTAINED BY THE LANDLORD,
12 WHICHEVER IS LESS.

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

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

19 (5) THE REQUIREMENT OF PARAGRAPH (1) OF THIS SUBSECTION MAY BE MUTUALLY WAIVED
20 BY BOTH PARTIES IF THE TENANT IS IN ONE OF NOT MORE THAN THREE UNITS ON A SINGLE LOT
21 OWNED BY THE SAME LANDLORD.

22
23 (I) *COMMON OWNERSHIP COMMUNITIES.*

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

1 **17.910. PROHIBITED LEASE PROVISIONS.**

2 A LEASE MAY NOT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) RENT THAT THE LEASE SPECIFIES; OR

(iv) CHARGES FOR SERVICES AND UTILITIES IDENTIFIED IN THE LEASE AS REQUIRED BY SECTION 17.909(D) OF THIS SUBTITLE; OR

(v) 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;

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

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

17.911. LANDLORD TO PROVIDE COPY OF LEASE.

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

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

17.912. EMERGENCY NOTICE REQUIREMENTS.

(A) *IN GENERAL.*

(1) THE LANDLORD OF AN APARTMENT COMPLEX SHALL:

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

(II) SEND THE EMERGENCY NOTICE TO EACH TENANT.

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

(B) *CONTENTS.*

THE NOTICE SHALL CONTAIN THE NAME, TITLE, AND TELEPHONE NUMBER OF THE LANDLORD OR AT LEAST ONE RESPONSIBLE REPRESENTATIVE OF THE LANDLORD WHO MAY BE

1 REACHED AT ALL TIMES IN AN EMERGENCY.

2
3 **17.913. RATIO UTILITY BILLING**

4 (A) *SCOPE OF SECTION.*

5 THIS SECTION APPLIES TO AN APARTMENT COMPLEX THAT BILLS TENANTS FOR WATER, SEWER,
6 ELECTRICITY, OR GAS SERVICE ON AN ALLOCATED BASIS, REFERRED TO AS A "RATIO UTILITY
7 BILLING SYSTEM" ("RUBS").

8 (B) *DEFINITIONS.*

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

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

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

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

21 (C) *LEASE CONTENTS.*

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

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

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

27 (3) A STATEMENT THAT ANY DISPUTES RELATING TO THE COMPUTATION OF THE TENANT'S
28 BILL ARE BETWEEN THE TENANT AND THE LANDLORD, NOT A THIRD-PARTY BILLING

1 AGENT, HOWEVER THE LANDLORD MAY INVOLVE THE PROVIDER IN THE RESOLUTION OF
2 THE DISPUTES;

3 (4) THE AVERAGE MONTHLY BILL FOR ALL DWELLING UNITS IN THE APARTMENT COMPLEX
4 IN THE PREVIOUS CALENDAR YEAR AND THE HIGHEST AND LOWEST MONTH'S BILLS FOR
5 THAT PERIOD;

6 (5) INFORMATION REGARDING BILLING SUCH AS METER READING DATES, BILLING DATES,
7 AND DUE DATES;

8 (6) THE TIME ALLOWED FOR THE LANDLORD TO MAKE REPAIRS THAT AFFECT THE AMOUNT
9 OF ALLOCATED UTILITY SERVICES USED IN THE TENANT'S DWELLING UNIT AND IN
10 COMMON AREAS, IF COMMON AREAS ARE NOT SUB-METERED;

11 (7) A STATEMENT THAT THE TENANT MAY, ON REQUEST, RECEIVE INFORMATION FROM THE
12 LANDLORD OR A THIRD-PARTY PROVIDER TO VERIFY THE AMOUNT BILLED TO THE
13 LANDLORD OR A THIRD-PARTY PROVIDER FOR ALLOCATED UTILITY SERVICES;

14 (8) THE AMOUNT OF ANY SERVICE CHARGE OR ADMINISTRATIVE FEE THAT MAY BE BILLED
15 TO TENANTS BY THE LANDLORD OR A THIRD-PARTY PROVIDER UNDER THIS SECTION;
16 AND

17 (9) A STATEMENT THAT A COPY OF THIS SECTION IS AVAILABLE ON REQUEST.

18 (D) *RECORDS.*

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

23 (1) A CURRENT AND COMPLETE COPY OF THIS SECTION;

24 (2) EACH BILL FROM THE PROVIDER OF ALLOCATED UTILITY SERVICES TO THE LANDLORD
25 OR A THIRD-PARTY PROVIDER FOR THE PRECEDING TWO YEARS;

26 (3) AN EXPLANATION OF THE FORMULA THAT THE LANDLORD OR A THIRD-PARTY PROVIDER
27 USES TO CALCULATE THE TENANTS' BILLS;

28 (4) THE TOTAL AMOUNT BILLED TO ALL TENANTS IN THE TENANT'S BUILDING EACH MONTH;

29 (5) TOTAL REVENUES COLLECTED FROM THE TENANTS IN THE TENANT'S BUILDING EACH
30 MONTH TO PAY FOR THE ALLOCATED UTILITY SERVICES; AND

(6) ANY OTHER INFORMATION NECESSARY FOR A TENANT TO CALCULATE AND VERIFY AN
ALLOCATED UTILITY SERVICE BILL.

(E) *PROHIBITED CHARGES.*

CHARGES BILLED TO TENANTS UNDER A RATIO UTILITY BILLING SYSTEM MAY ONLY
INCLUDE CHARGES FOR ALLOCATED UTILITY SERVICES AND MAY NOT INCLUDE ANY OTHER
CHARGES BILLED TO THE LANDLORD SUCH AS DEPOSITS, DISCONNECT OR RECONNECT FEES,
LATE PAYMENTS, OR OTHER SIMILAR FEES.

(F) *CALCULATIONS FOR ALLOCATED UTILITY SERVICE.*

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

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

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

(4) *PARTIAL MONTH'S BILL FOR MOVE-IN OR MOVE-OUT.* IF A TENANT MOVES IN OR OUT
DURING A BILLING PERIOD, THE LANDLORD OR A THIRD-PARTY PROVIDER SHALL
CALCULATE A PRO-RATED BILL FOR THE TENANT BY DIVIDING THE NUMBER OF DAYS
THE TENANT LIVED IN THE RENTAL UNIT BY THE NUMBER OF DAYS IN THE MONTH
MULTIPLIED BY THE BILL FOR THE MONTH. IF A TENANT MOVES OUT DURING A BILLING

1 PERIOD BEFORE THE LANDLORD RECEIVES THE BILL FOR THAT PERIOD FROM THE
2 UTILITY SERVICE, THE LANDLORD MAY CALCULATE A FINAL BILL BY USING TENANT'S
3 AVERAGE DAILY BILL FOR THE LAST THREE MONTHS AND MULTIPLYING THAT DAILY
4 AMOUNT BY THE NUMBER OF DAYS THE TENANT WAS IN THE RENTAL UNIT.

5 (5) *ADMINISTRATIVE FEE.* IF A LANDLORD USES A RATIO UTILITY BILLING SYSTEM, THE
6 BILL FORMAT FOR EACH BILLING PERIOD SHALL SHOW THE AMOUNT OF ANY CUSTOMER
7 SERVICE OR ADMINISTRATIVE FEE CHARGED. A CUSTOMER SERVICE OR
8 ADMINISTRATIVE FEE MAY NOT EXCEED THE LESSER OF \$1 PER MONTH OR THE ACTUAL
9 COST OF ALLOCATING UTILITY CHARGES TO THE TENANTS. THE LANDLORD MAY NOT
10 IMPOSE ANY ADDITIONAL CHARGES.

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

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

14 (2) THE BILL SHALL CLEARLY STATE THE:

- 15 (i) DURATION OF THE BILLING PERIOD;
- 16 (ii) AMOUNT DUE FOR USAGE OF EACH UTILITY SERVICE;
- 17 (iii) AMOUNT DUE FOR CUSTOMER SERVICE OR ADMINISTRATIVE FEE;
- 18 (iv) TOTAL AMOUNT DUE FOR THE BILLING PERIOD;
- 19 (v) NAME AND ADDRESS OF THE TENANT TO WHOM THE BILL IS APPLICABLE;
- 20 (vi) NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PERSON SENDING THE BILL;
- 21 AND
- 22 (vii) NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PERSON TO WHOM PAYMENT
23 IS TO BE MADE.

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

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

- (5) If a tenant is over-billed for a utility service, the landlord shall calculate an adjustment to the tenant's bill and give the tenant a refund.
- (6) If a tenant is under-billed for a utility service during the previous 6 months, the landlord may calculate an adjustment for bills issued. However, the landlord may not calculate an adjustment if the tenant was under-billed because of a meter malfunction, except as provided in item (4) of this subsection. If the total amount that a tenant was undercharged is \$25 or more, the landlord shall offer the tenant a deferred payment plan option that gives the tenant the same amount of time to pay as the period of under-billing. Adjustments for usage by a previous tenant may not be billed to a current tenant.
- (7) Failure by a tenant to pay an allocated utility service bill is not non-payment of rent.

(H) *DISPUTED BILLS.*

- (1) If a tenant disputes a bill, the tenant shall notify the landlord of the dispute in writing.
- (2) The landlord shall investigate the matter and report the results of the investigation to the tenant in writing within 30 days after the tenant gives written notification of the dispute to the landlord.

17.914. PROHIBITED RETALIATORY PRACTICES.

(A)(1) For any reason listed in paragraph (2) of this subsection, a landlord of any residential property may not:

- (i) Bring or threaten to bring an action for possession against a tenant;
- (ii) Arbitrarily increase the rent or decrease the services to which a tenant has been entitled; or
- (iii) Terminate a periodic tenancy.

(2) A landlord may not take an action that is listed under paragraph (1) of this subsection for any of the following reasons:

- (i) Because the tenant or the tenant's agent has provided written or

1 ACTUAL NOTICE OF A GOOD FAITH COMPLAINT ABOUT AN ALLEGED VIOLATION OF THE
2 LEASE, VIOLATION OF LAW, OR CONDITION ON THE LEASED PREMISES THAT IS A
3 SUBSTANTIAL THREAT TO THE HEALTH OR SAFETY OF OCCUPANTS TO:

4 1. THE LANDLORD; OR

5 2. ANY PUBLIC AGENCY AGAINST THE LANDLORD;

6 (II) BECAUSE THE TENANT OR THE TENANT'S AGENT HAS:

7 1. FILED A LAWSUIT AGAINST THE LANDLORD; OR

8 2. TESTIFIED OR PARTICIPATED IN A LAWSUIT INVOLVING THE LANDLORD;

9 OR

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

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

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

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

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

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

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

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

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

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

17.915. TENANT ORGANIZATIONS.

(A) TENANT ORGANIZATION.

FOR PURPOSES OF THIS SECTION, A TENANT ORGANIZATION IS ONE THAT IS FORMED BY TENANTS OF THE DEVELOPMENT, MEETS REGULARLY, OPERATES DEMOCRATICALLY, IS REPRESENTATIVE OF ALL RESIDENTS IN THE DEVELOPMENT, AND IS COMPLETELY INDEPENDENT OF OWNERS, MANAGEMENT, AND THEIR REPRESENTATIVES.

(B) IN GENERAL.

TENANTS MAY:

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

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

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

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

~~(B)~~ (C) MEETINGS OF LANDLORDS AND TENANTS.

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

~~(C)~~ (D) USE OF MEETING SPACES.

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

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

(3) THE LANDLORD MAY CHARGE A REASONABLE FEE FOR OTHER USES OF THE MEETING ROOMS OR COMMON AREAS BUT THE CHARGE MAY NOT EXCEED THE REGULAR SCHEDULE OF FEES

1 FOR THE ROOMS OR AREAS CHARGED TO OTHER GROUPS.

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

5 ~~(D)~~ (E) *LITERATURE*.

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

9 ~~(E)~~ (F) *COMPLAINTS*.

10 TENANT ORGANIZATIONS MAY FILE COMPLAINTS UNDER THIS SUBTITLE ON BEHALF OF
11 TENANTS, BUT A TENANT ORGANIZATION MAY NOT REPRESENT EXCLUSIVELY A TENANT OR CLASS
12 OF TENANTS UNLESS THE TENANT OR THE CLASS SPECIFICALLY AUTHORIZE THE ORGANIZATION TO
13 DO SO.

16 **17.916 PENALTIES AND OTHER RELIEF**

17 (A) *NOT EXCLUSIVE*.

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

20 (B) *CIVIL PENALTIES*.

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

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

24 (3) SUBSEQUENT VIOLATIONS ARE CLASS A OFFENSES.

25 (C) *PENALTY RECOVERABLE IN CIVIL ACTION*.

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

29 (D) *INJUNCTIVE AND OTHER RELIEF*.

30 THE OFFICE MAY ALSO SEEK, AND A COURT MAY ISSUE, AN INJUNCTION, A RESTRAINING
31 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 property owners will have 4 months after the effective date of this Act to fulfill the lease requirements of this Act.

Section 4. *And Be It Further Enacted by the County Council of Howard County, Maryland, that this Act shall become effective 61 days after its enactment.*

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on June 12, 2018.

Jessica Feldmark
Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on _____, 2018.

Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on _____, 2018.

Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on _____, 2018.

Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on _____, 2018.

Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on _____, 2018.

Jessica Feldmark, Administrator to the County Council

Amendment 1 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 1

(This amendment specifies that the Office of Consumer Protection has the duty to adopt regulations to implement the Landlord-Tenant Relations subtitle.)

1 On page 1, after line 18, insert:

2 “(15) TO ADOPT WRITTEN REGULATIONS NECESSARY TO IMPLEMENT SUBTITLE 9

3 “LANDLORD TENANT RELATIONS” OF TITLE 17 “PUBLIC PROTECTION SERVICES” OF THE HOWARD

4 COUNTY CODE.”.

ADOPTED 5/7/18
FAILED _____
SIGNATURE Jessica Feldman

Amendment 2 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 2

(This amendment provides that provisions in a lease addendum are considered to be part of the lease and provides a specified time frame for owners to act when outside permission may be required.)

On page 4, in line 5, insert:

“(C) LEASE ADDENDUM.

THE REQUIREMENTS FOR PROVISIONS IN A LEASE UNDER THIS SUBTITLE ARE
DEEMED MET IF THE PROVISIONS ARE INCLUDED IN A LEASE ADDENDUM THAT HAS BEEN INITIALED
BY THE TENANT.”.

On page 20, in line 29, after “**Section 3.**” insert:

“**And Be It Further Enacted** by the County Council of Howard County, Maryland, that property
owners will have 4 months after the effective date of this Act to fulfill the lease requirements of
this Act.

Section 4.”.

ADOPTED

5/7/18

FAILED

SIGNATURE

Jessica Feldmark

Amendment 3 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 3

(This amendment clarifies the kinds of information that a landlord must provide to a tenant and when the information must be provided.)

1 On page 6, in line 22, before "WHEN" insert "(1)" and delete the colon at the end of the
2 line and in line 23 delete "(1)".

3 Also on page 6, in line 24, after "(2)" insert "ON APPROVAL OF THE TENANT'S
4 APPLICATION, THE LANDLORD SHALL: (I)".

5 Also on page 6, in line 27, strike "(3)" and substitute "(II)".

6 Also on page 6, beginning in line 27 down through line 28, strike "BE PRESENT DURING
7 AN INSPECTION OF" and substitute "VIEW".

8 Also on page 6, in line 30, strike "(4)" and substitute "(III)".

9 On page 7, in line 2, after "OCCUPIED" insert a semicolon.

10 Also on page 7, in line 3, strike "AND" and substitute "(IV)".

11 Also on page 7, in line 5, strike "(5)" and substitute "(V)".

12 Also on page 7, in line 17, strike "(5)" and substitute "(2)(III)".

13 Also on page 7, in line 19, after "CHINESE," insert "FRENCH".

14 Also on page 7, in line 20, before "LANGUAGES" insert "ADDITIONAL" and strike "OTHER
15 THAN ENGLISH, SPANISH, KOREAN".

ADOPTED 5/7/18
FAILED _____
SIGNATURE Jessica Feldman

Amendment 4 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

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."

ADOPTED as amended 6/4/18
FAILED
SIGNATURE Jessica Feldman

Amendment 1 to Amendment 4 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 1

(This amendment clarifies the application of a provision of the Real Property Article of the Maryland Code.)

1 After line 2, insert:

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

4
5 Beginning in line 3, down, through line 5, strike: "UNDER SECTION 8-211 OF THE REAL PROPERTY
6 ARTICLE OF THE MARYLAND CODE".

ADOPTED 5/7/18
FAILED
SIGNATURE Jessica Feldmark

Amendment 2 to Amendment 4 to Council Bill No. 20 - 2018

BY: Jon Weinstein

Legislative Day No. 8
Date: 6/4/18

Amendment No. 2

(This amendment adds a condition about relocation not being paid by the employer.)

- 1 On page 1, in line 17, after "EMPLOYER" insert "AND THE RELOCATION IS NOT PAID FOR
2 BY THEIR EMPLOYER".

ADOPTED 6/4/18
FAILED _____
SIGNATURE Jessica Edmark

Amendment 3 to Amendment 4 to Council Bill No. 20 - 2018

BY: Jon Weinstein

Legislative Day No. 8

Date: 6/4/18

Amendment No. 3

(This amendment clarifies that the unemployment has to be "involuntary".)

1 On page 1, in line 18, strike the period and substitute "and substitute "INVOLUNTARY"".

ADOPTED 6/4/18
FAILED _____
SIGNATURE Jessica Feldman

Amendment 4 to Amendment 4 to Council Bill No. 20 - 2018

BY: Jon Weinstein

Legislative Day No. 8

Date: 6/4/18

Amendment No. 4

(This amendment specifies that there must also be governmental documentation of unemployment benefits.)

- 1 On page 1, in line 20, after "EMPLOYER", insert "OR DOCUMENTATION FROM A
- 2 GOVERNMENT AGENCY PROVIDING UNEMPLOYMENT BENEFITS".

ADOPTED 6/4/18
FAILED
SIGNATURE Jessica Submark

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

Amendment 5 to Amendment 4 to Council Bill No. 20-2018

BY: Greg Fox

Legislative Day No. 8

Date: 6/4/18

Amendment No. 5

(This amendment allows for different termination notice period if both parties agree.)

1 On page 2, in line 16, insert:

2
3 "ON PAGE 10, AFTER LINE 20, INSERT "(5) THE REQUIREMENT OF PARAGRAPH (1) OF THIS
4 SUBSECTION MAY BE MUTUALLY WAIVED BY BOTH PARTIES IF THE TENANT IS IN ONE OF NOT MORE
5 THAN THREE UNITS ON A SINGLE LOT OWNED BY THE SAME LANDLORD."."

ADOPTED 6/4/18
FAILED _____
SIGNATURE Jessica Feldman

Amendment 4 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

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

6 Also on page 8, in line 22, strike "SERVICES AND UTILITIES" and substitute "UTILITIES AND
7 SIMILAR SERVICES".

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

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

13 Also on page 10, in line 11, strike "30" and substitute "60".

14 Also on page 10, in line 13, strike the second "OR" and substitute "TO A LOCATION THAT
15 IS" and strike "25" and substitute "100".

16 Also on page 10, in line 14, strike "EMPLOYMENT" and substitute "RESIDENCE, WHICH IS
17 CONFIRMED IN WRITING BY THE TENANT'S CURRENT EMPLOYER".

18 Also on page 10, in line 15, strike "DEATH OR".

19 Also on page 10, in line 16, after "LEASE" insert ", WHICH IS CONFIRMED BY
20 CERTIFICATION OF THE FORMER EMPLOYER".

21 Also on page 10, in line 16, strike "OR".

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

4 (IV) A MEDICAL CERTIFICATION IN ACCORDANCE WITH SECTION 8.212.2 OF THE REAL
5 PROPERTY ARTICLE OF THE MARYLAND CODE.".

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

7 Also on page 10, in line 19, strike "ONE" and substitute "TWO".

8 Also on page 10, after line 20 insert:

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

14 (4) NOTHING IN THIS SUBSECTION PROHIBITS THE LANDLORD FROM RETAINING PART
15 OR ALL OF THE TENANT'S SECURITY DEPOSIT FOR DAMAGE TO THE DWELLING UNIT.".

Amendment 5 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 5

(This amendment clarifies that the tenant must pay for services and utilities that are the tenant's obligations under the lease.)

1 On page 11, in line 28, strike "OR".

2 Also on page 11, in line 29, after "(iv)", insert:

3 "CHARGES FOR SERVICES AND UTILITIES IDENTIFIED IN THE LEASE AS REQUIRED BY SECTION

4 17.909(D) OF THIS SUBTITLE; OR

5 (v)".

6

7 Renumber the rest of item (12) accordingly.

8

ADOPTED 6/4/18
FAILED _____
SIGNATURE Jessica Alderman

Amendment 6 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 7

Date: May 7, 2018

Amendment No. 6

(This amendment clarifies landlord responsibilities under a RUBS regime.)

1 On page 13, in line 25, after "AGENT" insert "HOWEVER THE LANDLORD MAY INVOLVE
2 THE PROVIDER IN THE RESOLUTION OF THE DISPUTES".

3 On page 14, in line 7, 10, 18, and 20, in each instance, after "LANDLORD" insert "OR A
4 THIRD-PARTY PROVIDER".

5 Also on page 14, in line 22 and 23, in both instances, after "TENANTS" insert "IN THE
6 TENANT'S BUILDING".

7 Also on page 15, in lines 4, 8, 9, 14, and 18, in each instance, after "LANDLORD" insert
8 "OR A THIRD-PARTY PROVIDER".

9 On page 15, in line 29, after "exceed" strike "THE LESSER OF \$1 PER MONTH OR".

ADOPTED as amended 6/4/18
FAILED _____
SIGNATURE Jessica Feldman

Amendment 1 to Amendment 6 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 1

(This amendment caps the administrative fee at the actual administrative fee.)

1 After line 8 insert:

2 "On page 15, in line 29, after "exceed" strike "THE LESSER OF \$1 PER MONTH OR"."

3

ADOPTED 6/4/18
FAILED
SIGNATURE Jessica Edwards

Amendment 6 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 6

(This amendment clarifies landlord responsibilities under a RUBS regime.)

1 On page 13, in line 25, after "AGENT" insert "HOWEVER THE LANDLORD MAY INVOLVE
2 THE PROVIDER IN THE RESOLUTION OF THE DISPUTES".

3 On page 14, in line 7, 10, 18, and 20, in each instance, after "LANDLORD" insert "OR A
4 THIRD-PARTY PROVIDER".

5 Also on page 14, in line 22 and 23, in both instances, after "TENANTS" insert "IN THE
6 TENANT'S BUILDING".

7 Also on page 15, in lines 4, 8, 9, 14, and 18, in each instance, after "LANDLORD" insert
8 "OR A THIRD-PARTY PROVIDER".
9

Amendment 7 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 7

(This amendment describes the characteristics of a tenant organization modeled after HUD notice H 2011-29 issued on October 13, 2011.)

On page 18, in line 29 after "(A)", insert:

"TENANT ORGANIZATION.

FOR PURPOSES OF THIS SECTION, A TENANT ORGANIZATION IS ONE THAT IS FORMED
BY TENANTS OF THE DEVELOPMENT, MEETS REGULARLY, OPERATES DEMOCRATICALLY, IS
REPRESENTATIVE OF ALL RESIDENTS IN THE DEVELOPMENT, AND IS COMPLETELY INDEPENDENT OF
OWNERS, MANAGEMENT, AND THEIR REPRESENTATIVES.

(B)."

Renumber the rest of the subsections accordingly.

ADOPTED 6/4/18
FAILED _____
SIGNATURE Jessica Edman

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

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

17.904. OFFICE OF CONSUMER PROTECTION – POWERS AND DUTIES.

(A) *IN GENERAL.*

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

(B) *COMPLAINTS.*

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

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

(3) IN CONNECTION WITH THIS AUTHORITY:

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

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

(C) *EDUCATION.*

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

17.905. JOINT AND CONCURRENT JURISDICTION, ADMINISTRATIVE COOPERATION

(A) *REFERRAL.*

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

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;

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

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

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

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

(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.

(I) *COMMON OWNERSHIP COMMUNITIES.*

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

17.910. PROHIBITED LEASE PROVISIONS.

A LEASE MAY NOT:

(1) AUTHORIZE A PERSON TO CONFESS JUDGMENT ON BEHALF OF THE TENANT FOR RENT
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 OF 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;

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

(D) *RECORDS.*

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

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

(E) *PROHIBITED CHARGES.*

CHARGES BILLED TO TENANTS UNDER A RATIO UTILITY BILLING SYSTEM MAY ONLY 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 **17.916 PENALTIES AND OTHER RELIEF**

4 (A) *NOT EXCLUSIVE.*

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

7 (B) *CIVIL PENALTIES.*

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

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

11 (3) SUBSEQUENT VIOLATIONS ARE CLASS A OFFENSES.

12 (C) *PENALTY RECOVERABLE IN CIVIL ACTION.*

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

16 (D) *INJUNCTIVE AND OTHER RELIEF.*

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

19
20 **17.917. PRIVATE ACTION.**

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

24
25 *Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland, that this Act*
26 *does not apply to a lease that is in effect on the effective date of this Act; however, this Act does apply to a*
27 *renewal of a lease that occurs after the effective date of this Act.*

28
29 *Section 3. And Be It Further Enacted by the County Council of Howard County, Maryland, that this Act*
30 *shall become effective 61 days after its enactment.*

Amendment 1 to Amendment 4 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 1

(This amendment clarifies the application of a provision of the Real Property Article of the Maryland Code.)

1 After line 2, insert:

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

4

5 Beginning in line 3, down, through line 5, strike: “UNDER SECTION 8-211 OF THE REAL PROPERTY
6 ARTICLE OF THE MARYLAND CODE”.

Amendment 2 to Amendment 4 to Council Bill No. 20 - 2018

BY: Jon Weinstein

Legislative Day No. 8
Date: 6/4/18

Amendment No. 2

(This amendment adds a condition about relocation not being paid by the employer.)

- 1 On page 1, in line 17, after "EMPLOYER" insert "AND THE RELOCATION IS NOT PAID FOR
2 BY THEIR EMPLOYER".

Amendment 3 to Amendment 4 to Council Bill No. 20 - 2018

BY: Jon Weinstein

Legislative Day No. 8
Date: 6/4/18

Amendment No. 3

(This amendment clarifies that the unemployment has to be "involuntary".)

1 On page 1, in line 18, strike the period and substitute "and substitute "INVOLUNTARY"".

Amendment 4 to Amendment 4 to Council Bill No. 20 - 2018

BY: Jon Weinstein

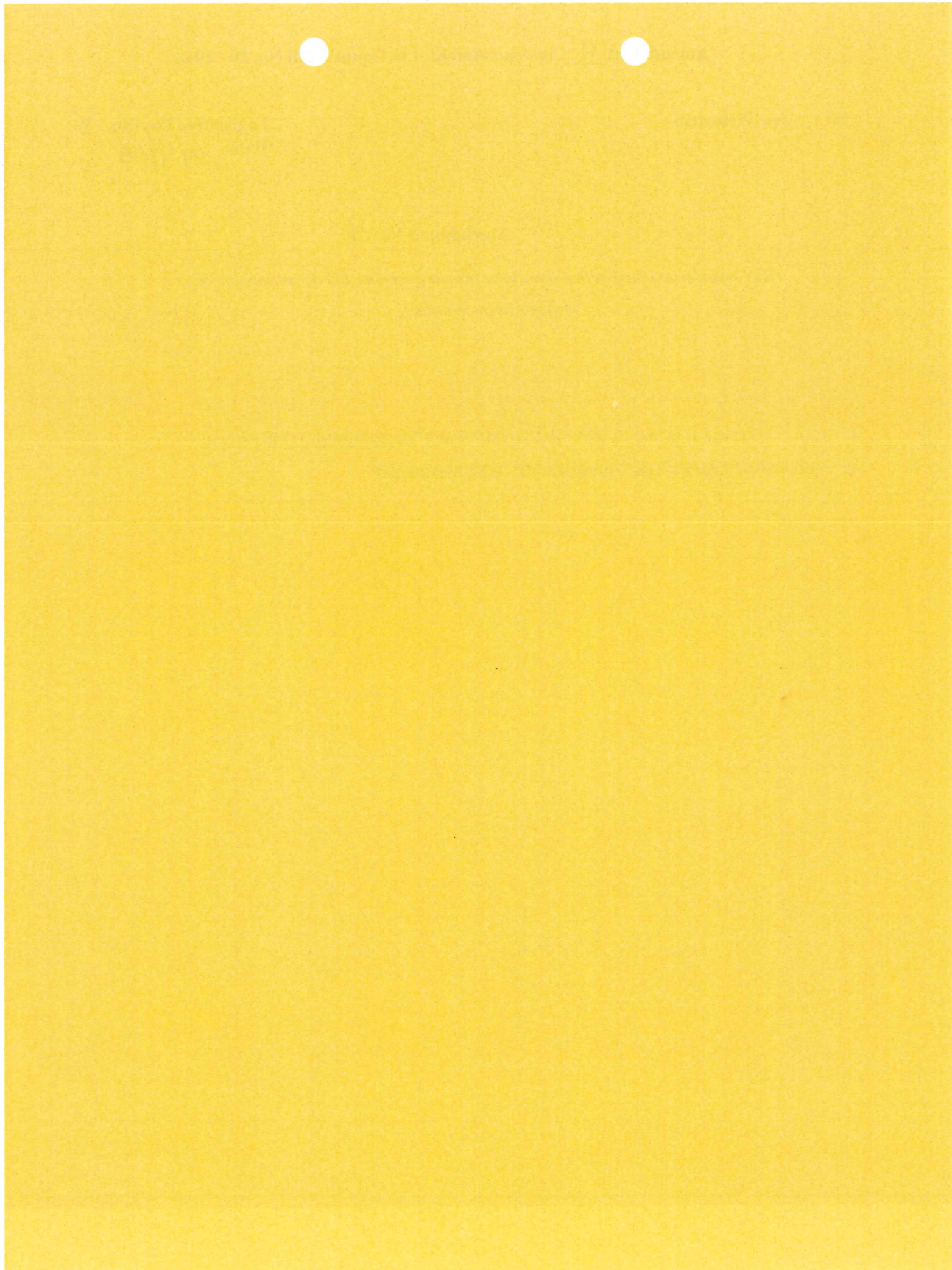
Legislative Day No. 8

Date: 6/4/18

Amendment No. 4

(This amendment specifies that there must also be governmental documentation of unemployment benefits.)

- 1 On page 1, in line 20, after "EMPLOYER", insert "OR DOCUMENTATION FROM A
- 2 GOVERNMENT AGENCY PROVIDING UNEMPLOYMENT BENEFITS".



Amendment 5 to Amendment 4 to Council Bill No. 20-2018

BY: Greg Fox

Legislative Day No. 8

Date: 6/4/18

Amendment No. 5

(This amendment allows for different termination notice period if both parties agree.)

1 On page 2, in line 16, insert:
2

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

Amendment 1 to Amendment 6 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 1

(This amendment caps the administrative fee at the actual administrative fee.)

- 1 After line 8 insert:
- 2 “On page 15, in line 29, after “exceed” strike “THE LESSER OF \$1 PER MONTH OR”.”
- 3

Amendment 1 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 1

(This amendment specifies that the Office of Consumer Protection has the duty to adopt regulations to implement the Landlord-Tenant Relations subtitle.)

1 On page 1, after line 18, insert:

2 “(15) TO ADOPT WRITTEN REGULATIONS NECESSARY TO IMPLEMENT SUBTITLE 9

3 “LANDLORD TENANT RELATIONS” OF TITLE 17 “PUBLIC PROTECTION SERVICES” OF THE HOWARD

4 COUNTY CODE.”.

Amendment 2 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 2

(This amendment provides that provisions in a lease addendum are considered to be part of the lease and provides a specified time frame for owners to act when outside permission may be required.)

1 On page 4, in line 5, insert:

2 “(C) LEASE ADDENDUM.

3 THE REQUIREMENTS FOR PROVISIONS IN A LEASE UNDER THIS SUBTITLE ARE
4 DEEMED MET IF THE PROVISIONS ARE INCLUDED IN A LEASE ADDENDUM THAT HAS BEEN INITIALED
5 BY THE TENANT.”
6

7 On page 20, in line 29, after “**Section 3.**” insert:

8 “**And Be It Further Enacted by the County Council of Howard County, Maryland, that property**
9 **owners will have 4 months after the effective date of this Act to fulfill the lease requirements of**
10 **this Act.**

11 **Section 4.**”

Amendment 3 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 3

(This amendment clarifies the kinds of information that a landlord must provide to a tenant and when the information must be provided.)

1 On page 6, in line 22, before "WHEN" insert "(1)" and delete the colon at the end of the
2 line and in line 23 delete "(1)".

3 Also on page 6, in line 24, after "(2)" insert "ON APPROVAL OF THE TENANT'S
4 APPLICATION, THE LANDLORD SHALL: (I)".

5 Also on page 6, in line 27, strike "(3)" and substitute "(II)".

6 Also on page 6, beginning in line 27 down through line 28, strike "BE PRESENT DURING
7 AN INSPECTION OF" and substitute "VIEW".

8 Also on page 6, in line 30, strike "(4)" and substitute "(III)".

9 On page 7, in line 2, after "OCCUPIED" insert a semicolon.

10 Also on page 7, in line 3, strike "AND" and substitute "(IV)".

11 Also on page 7, in line 5, strike "(5)" and substitute "(V)".

12 Also on page 7, in line 17, strike "(5)" and substitute "(2)(III)".

13 Also on page 7, in line 19, after "CHINESE," insert "FRENCH,".

14 Also on page 7, in line 20, before "LANGUAGES" insert "ADDITIONAL" and strike "OTHER
15 THAN ENGLISH, SPANISH, KOREAN".

Amendment 4 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

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

6 Also on page 8, in line 22, strike "SERVICES AND UTILITIES" and substitute "UTILITIES AND
7 SIMILAR SERVICES".

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

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

13 Also on page 10, in line 11, strike "30" and substitute "60".

14 Also on page 10, in line 13, strike the second "OF" and substitute "TO A LOCATION THAT
15 IS" and strike "25" and substitute "100".

16 Also on page 10, in line 14, strike "EMPLOYMENT" and substitute "RESIDENCE, WHICH IS
17 CONFIRMED IN WRITING BY THE TENANT'S CURRENT EMPLOYER".

18 Also on page 10, in line 15, strike "DEATH OR".

19 Also on page 10, in line 16, after "LEASE" insert ", WHICH IS CONFIRMED BY
20 CERTIFICATION OF THE FORMER EMPLOYER".

21 Also on page 10, in line 16, strike "OR".

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

4 (IV) A MEDICAL CERTIFICATION IN ACCORDANCE WITH SECTION 8.212.2 OF THE REAL
5 PROPERTY ARTICLE OF THE MARYLAND CODE.".

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

7 Also on page 10, in line 19, strike "ONE" and substitute "TWO".

8 Also on page 10, after line 20 insert:

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

14 (4) NOTHING IN THIS SUBSECTION PROHIBITS THE LANDLORD FROM RETAINING PART
15 OR ALL OF THE TENANT'S SECURITY DEPOSIT FOR DAMAGE TO THE DWELLING UNIT.".

Amendment 5 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 5

(This amendment clarifies that the tenant must pay for services and utilities that are the tenant's obligations under the lease.)

1 On page 11, in line 28, strike "OR".
2 Also on page 11, in line 29, after "(iv)", insert:
3 "CHARGES FOR SERVICES AND UTILITIES IDENTIFIED IN THE LEASE AS REQUIRED BY SECTION
4 17.909(D) OF THIS SUBTITLE; OR
5 (v)".
6

7 Renumber the rest of item (12) accordingly.
8

Amendment 6 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 6

(This amendment clarifies landlord responsibilities under a RUBS regime.)

1 On page 13, in line 25, after "AGENT" insert "HOWEVER THE LANDLORD MAY INVOLVE
2 THE PROVIDER IN THE RESOLUTION OF THE DISPUTES".

3 On page 14, in line 7, 10, 18, and 20, in each instance, after "LANDLORD" insert "OR A
4 THIRD-PARTY PROVIDER".

5 Also on page 14, in line 22 and 23, in both instances, after "TENANTS" insert "IN THE
6 TENANT'S BUILDING".

7 Also on page 15, in lines 4, 8, 9, 14, and 18, in each instance, after "LANDLORD" insert
8 "OR A THIRD-PARTY PROVIDER".
9

Amendment 7 to Council Bill No. 20-2018

BY: Mary Kay Sigaty

Legislative Day No. 5

Date: 5/7/18

Amendment No. 7

(This amendment describes the characteristics of a tenant organization modeled after HUD notice H 2011-29 issued on October 13, 2011.)

1. On page 18, in line 29 after "(A)", insert:

2.
3. "TENANT ORGANIZATION.

4. FOR PURPOSES OF THIS SECTION, A TENANT ORGANIZATION IS ONE THAT IS FORMED
5. BY TENANTS OF THE DEVELOPMENT, MEETS REGULARLY, OPERATES DEMOCRATICALLY, IS
6. REPRESENTATIVE OF ALL RESIDENTS IN THE DEVELOPMENT, AND IS COMPLETELY INDEPENDENT OF
7. OWNERS, MANAGEMENT, AND THEIR REPRESENTATIVES.

8. (B)."

9.
10. Renumber the rest of the subsections accordingly.

PAMELA F. NEWLAND
SENIOR VICE PRESIDENT
CHIEF OPERATING OFFICER

April 23, 2018

HOWARD COUNTY COUNCIL
RECEIVED
2018 APR 26 PM 12:46

Howard County Council Members
3430 Court House Drive
Ellicott City, Maryland 21043

Dear Chairwoman Sigaty and Members of the Howard County Council:

THIS IS ALARMING. Has anyone considered the effects of CB 20-18 which seeks to significantly regulate the landlord-tenant relationship in Howard County? **Rents must be increased significantly. Why would anyone want to impose this burden on our tenants?** The rents will increase because:

- property owners will need to hire additional staff;
- vacancies will increase as renter's will have the ability to terminate the Lease; and
- the paperwork will be exorbitant.

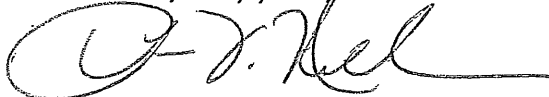
FOR THOSE OWNER / MANAGERS THAT DECIDE NOT TO INCREASE RENTS, WHERE WILL THE MONEY COME FROM FOR PROPERTY AND APARTMENT REPAIRS? May I ask what prompted the need for this onerous potential Legislation that would regulate an entire industry in a matter of less than 5 weeks?

These are complex and long-standing matters. Some of the bill provisions fall within the authority of State law. Others are already established by case law. And, CB 20-18 even incorporates new mandates on Maryland property which are and have been within the sole jurisdiction of the District Court of Maryland.

I am a member of the Maryland Multi-Housing Association (MMHA) and the Chief Operating Officer of Hendersen-Webb, Inc., who owns and manages 498 apartments in Howard County. I am concerned about many of the provisions including legislating the specific location of a rental licensing posting, supplying prospective tenants with hundreds of pages of documents, reasonable timeframes to abate a possible violation without a lease being terminated, the early lease termination provisions which will impact the affordability of units on the market, recovering all of our fees in the event that the tenant is in breach, transferring tenants during the lease term, how and where emergency contact information is provided, the importance of including the ratio utility billing service provider in the lease contents, the potential for tenant organizations to represent tenants and how this could result in the unauthorized practice of law.


*Given the depth of this legislation, I hope the Council will be deliberate in its consideration. I will free up my schedule to meet with you if it would be of any help. **If enacted, CB 20-18 will create a burden for tenants and management companies!***

Very truly yours,



Pamela F. Newland
Chief Operating Officer

Sayers, Margery

From: Mark Wilensky <mwilen161@aol.com>
Sent: Friday, May 18, 2018 2:02 PM
To: CouncilMail
Subject: CB20-2014 

Dear councilmembers:

You're all aware of the "mulch factory" bill by now, as well as the majority opinion of Howard County residents.

I would ask councilmembers Sigaty and Fox...***If you and your family lived on Green Bridge Rd., next to where the mulch factory would be developed, would you remain there, in spite of the health effects on your family?***

Yes, of course the ill health effects might not show up completely for several years, but how would you feel if you knew that your actions caused sickness, or even death in your family?

Mark Wilensky
mwilen161@aol.com
5236 Kalmia Drive
Dayton MD 21036

Sayers, Margery

From: Sigaty, Mary Kay
Sent: Wednesday, May 09, 2018 9:47 AM
To: Feldmark, Jessica; Sayers, Margery
Subject: FW: Howard County Council Bill CB 20-18-Please STRIKE the Unilateral Lease Termination provision

Importance: High

For the legislative file.

--

Mary Kay Sigaty
Howard County Council Member
District 4

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

From: "Kathy K. Howard" <khoward@regionalmgmt.com>
Date: Monday, May 7, 2018 at 5:16 PM
To: "Sigaty, Mary Kay" <mksigaty@howardcountymd.gov>, Greg Fox <gfox@howardcountymd.gov>, Jen Terrasa <jterrasa@howardcountymd.gov>, "cbball@howardcounty.md.gov" <cbball@howardcounty.md.gov>, Jon Weinstein <jweinstein@howardcountymd.gov>
Cc: Allan Kittleman <AKittleman@howardcountymd.gov>
Subject: Howard County Council Bill CB 20-18-Please STRIKE the Unilateral Lease Termination provision

Dear Chairwoman Sigaty and Council Members- I respectfully request that you please take action to strike Line 6 on Page 8 of this bill. MMHA has worked in good faith to address the concerns of both our members and the Sponsor, and to bring the Council real life reasons and examples of why certain parts of this Bill should be altered or stricken. To her credit Councilwoman Sigaty has listened to our concerns, however this particular provision remains unchanged at this time and creates a major problem for our industry.

This provision should be eliminated for the following reasons:

- Our industry has experienced instances in Howard County and elsewhere in the State where property owners successfully challenged a County interpretation related to smoke detectors and bed bug treatments which lasted beyond the abatement date. The bill fails to permit due process and an opportunity for a property owner to appeal the County's position.
- No jurisdiction in the State permits a Tenant unilateral termination of a lease
- In the event that there is a serious code violation or needed repair or defect that the property owner fails to address, State law provides a remedy. A Tenant may seek a rent escrow action. This bill usurps the Judiciary's decision-making authority.

Having worked very hard to reach compromise and reasonableness on this Bill, which I know is important to the Council, I believe that leaving this provision unchanged may undermine all of the effort that the Council, the Sponsor and the regulated community have expended to find a workable regulatory scheme. Please strike this provision!

Sincerely;

From: Joan Driessen <joan.driessen@acshoco.org>
Sent: Monday, May 07, 2018 2:45 PM
To: CouncilMail
Cc: 'Jackie Eng (jleng1747@gmail.com)'; 'Grace Morris (gmorris@hhpcorp.org)'
Subject: ACS response to CB20 and CR 48-2018
Attachments: Ltr re CB20 and CR48-2018 (003).docx



Dear Ms. Sigaty,

The Association of Community Services appreciates the collaborative work between Council members and community stakeholders that has resulted in amendments to CB 20-2018 and CR 48-2018. With the amendments, ACS supports passage of both.

Regarding CB 20, we understand that the amendments address the primary concerns of landlords, including: acceptably defining the kinds of information to be provided to tenants; and inclusion of longer time frames to meet certain proposal elements. The requirements defining how and when a lease is terminated in the case of death or military transfer seem to be reasonable for both tenants and landlords. The amended CB 20 will be a welcome tool in helping to assure fair and equitable treatment of all Howard County residents.

ACS does have reservation in Amendment 4 about the change from 25 to 100 miles in the case of an involuntary change in employment before a lease can be terminated without penalty. This high threshold would be particularly burdensome for low-income tenants. To keep their jobs they would have to incur significantly higher transportation costs for at least 60 days before relocating closer to their work. And this assumes one has a car; reliance upon public transportation to a site over 100 miles away would bring even more cost and logistics challenges. A 50-mile threshold (still 100 miles plus round trip) would still be burdensome, but would seem to give better consideration to low-income tenants.

ACS enthusiastically supports CR 48-2018 Amendment 2 that would expand the Central Maryland Transportation Development Plan (TDP), Chapter Six to include specific discussion of "Bus Stops and Accessibility." As we have previously testified, ACS is particularly concerned about access and safety for our aging and disabled populations. Recognition that Howard County needs to bring all stops into compliance with American with Disability Act design requirements should serve as the guide for the level of resources necessary and prioritization for expenditure of those resources in future County capital and operations funding decisions and as the Office of Transportation implements the TDP. And the clear direction to integrate implementation of bus-stop access and safety recommendations across WalkHoward and BikeHoward should create a more cost-efficient and accelerated approach to bringing all Howard County bus stops to the ADA compliance standard.

We look forward to passage of both CB 20-2018 and CR 48-2018.

Respectfully,

Joan R. Driessen

Joan Driessen
Executive Director
Association of Community Services of Howard County
9770 Patuxent Woods Drive, Suite 301
Columbia, MD 21046
www.acshoco.org
(443) 518-7701



May 7, 2018

Mary Kay Sigaty, Chair
Howard County Council
George Howard Building
3430 Courthouse Drive
Ellicott City, Maryland 21043

Re: Council Bill 20-2018
Council Resolution 48-2018

Dear Ms. Sigaty,

The Association of Community Services appreciates the collaborative work between Council members and community stakeholders that has resulted in amendments to CB 20-2018 and CR 48-2018. With the amendments, ACS supports passage of both.

Regarding CB 20, we understand that the amendments address the primary concerns of landlords, including: acceptably defining the kinds of information to be provided to tenants; and inclusion of longer time frames to meet certain proposal elements. The requirements defining how and when a lease is terminated in the case of death or military transfer seem to be reasonable for both tenants and landlords. The amended CB 20 will be a welcome tool in helping to assure fair and equitable treatment of all Howard County residents.

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We look forward to passage of both CB 20-2018 and CR 48-2018.

Respectfully,

Joan R. Driessen

Joan R. Driessen, Executive Director

Cc: Grace Morris, ACS President

From: Mike Vaughn <vaughnclan5@verizon.net>
Sent: Friday, April 27, 2018 11:16 AM
To: CouncilMail
Subject: I have been personally affected by this situation so I urge all council members to consider adding the two amendments to bill CB-20-2018.

Sent from my iPhone

Begin forwarded message:

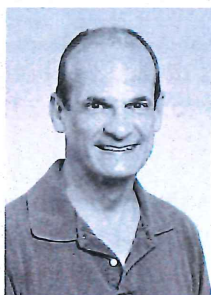
From: Pam Vaughn <vaughnclan5@yahoo.com>
Date: April 26, 2018 at 8:56:18 PM EDT
To: "Mike Vaughn (husband)" <vaughnclan5@verizon.net>
Subject: Fwd: Urgent Message from Chairman of OMCA Housing Committee, Bill McCormack Jr.

Begin forwarded message:

From: "Bill McCormack, OMCA Board of Directors & Housing Committee Chairman"
<manager@oaklandmills.org>
Date: April 25, 2018 at 3:22:27 PM EDT
To: vaughnclan5@yahoo.com
Subject: Urgent Message from Chairman of OMCA Housing Committee, Bill McCormack Jr.
Reply-To: manager@oaklandmills.org

Having trouble viewing this email? oaklandmills.org

**Urgent Message from OMCA Housing Chairman
on Council Bill 20-2018**



**A Message From OM Board Member
and Housing Committee Chairman**

Bill McCormack Jr.

William.R.McCormack@verizon.net

April 25, 2018

I am writing to you as Chairman of the Oakland Mills Housing Committee and member of the Oakland Mills Board about legislation that is currently before the Howard County Council, Council Bill 20-2018.

CB 20-2018 as written protects the rights of tenants and landlords and the desired outcome with the amendments we suggest protect the rights of the neighbors of rental properties.

CB 20-2018 (click [HERE](#) to read) 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. On behalf of the OMCA Housing Committee and Board of Directors I presented the attached testimony asking that two amendments be added to CB 20-2018. Click [HERE to read testimony](#).

YOUR ACTION IS REQUESTED -

PLEASE read the summary below of the two amendments we would like included in the legislation and **EMAIL** the Council members asking them include the two amendments in CB20-2018. Email the Council at this address: Councilmail@howardcountymd.gov.

The following are 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.

- **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.)

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.

The County Council will have a final vote on CB 20-2018 on Monday, May 7, 2018. It is important to contact the Council members as soon as possible.

Thank you,

[Bill McCormack Jr.](#)



Oakland Mills Community Association, 5851 Robert Oliver Place, Columbia, MD 21045

[SafeUnsubscribe™ vaughnclan5@yahoo.com](#)

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Sent by manager@oaklandmills.org in collaboration with

Constant Contact 

Try it free today

Sayers, Margery

From: Pat Daley <patd21045@yahoo.com>
Sent: Thursday, April 26, 2018 11:12 AM
To: CouncilMail
Subject: CB 20-2018

As a resident of Howard County for 40 years and watching my community evolve to include many rentals I fully support CB 20-2018, including Article 13, Title 7, Subtitle 1 AND Article 19, Subtitles 43, 43A and 43B. The above amendments would go a long way in defining responsibilities of both tenants and landlords and holding them accountable for infractions. On my street I have seen: grass remain un-mowed and growing to over 18" - a perfect environment for vermin, ie: mice, snakes - both of which I have seen. Also, abandoned vehicles, damaged vehicles and numerous "co-tenants" that occupy certain rental units- resulting in safety issues with unknown people living for periods of time at the residences and vehicles coming and going creating increased traffic conditions.

At one point one of these houses was occupied for the purpose of prostitution which I reported to the police and the the situation was remedied, without any concern to the landlord -- unbelievable in my opinion. In other words this landlord, Jacob Kaminsky, should have lost his ability to rent.

The above histories are just a few examples that I have witnessed over the years and it is past due to hold both tenants and landlords accountable. I have not reported many instances out of concern for my personal safety. I am THANKFUL these issues are FINALLY coming to the attention of those that can make positive change in the community.

Thank you,
Pat Daley

From: Bill Bawcombe <webawcombe@yahoo.com>
Sent: Thursday, April 26, 2018 10:47 AM
To: CouncilMail
Subject: 20-2018

I am in favor of including the 2 amendments in the rental agreements that address problem tenants. I have experienced problems with tenants that abut my residence for the following: Lack of maintaining the yards-do not cut/trim the grass, throw trash in both in yard and street (when confronted tenants respond it's not their job!); parking untagged and/or damaged vehicles/trailer @ the rental property; bringing large numbers of vehicles into the neighborhood-crowds residents access to their driveways or in front of their homes and increases traffic @ all hours! I recommend the landlord must be ultimately responsible for the actions/lack of action as it regards their rental properties!

Sayers, Margery

From: dag100@verizon.net
Sent: Thursday, April 26, 2018 9:20 AM
To: CouncilMail
Subject: CB20-2018

Please add the two amendments to CB20-2018 as written.

Am also asking that enforcement be added to keep rental properties neat and tidy. Examples: Prohibit motor vehicles stored for long periods of time and being used as spare parts for other vehicles parked. Cut the grass, pick up dog droppings, pick up toys and bicycles strewn about the premises.

Thank you
D.A.Graham

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

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

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 Keczmerski

Sayers, Margery

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

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

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](#)

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

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

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.

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

--

Mary Kay Sigaty
Howard County Council Member
District 4

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

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 month's 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 becomes 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

(iii)

(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

Keys Botzum
botzumk444@yahoo.com
410-290-6941

Sayers, Margery

From: Keys Botzum <botzumk444@yahoo.com>
Sent: Thursday, April 19, 2018 10:31 AM
To: CouncilMail
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.

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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.

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(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,

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.

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(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;

(iii)

(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

Keys Botzum

botzumk444@yahoo.com

410-290-6941

Sayers, Margery

From: Alison Hickman <alisonhickman@gmail.com>
Sent: Tuesday, April 17, 2018 5:55 PM
To: CouncilMail; Kittleman, Allan
Subject: Feedback on Landlord Regulations

Dear County Council and County Executive Kittleman,

I saw the article on landlord tenant notice, and wanted to share some feedback.

While there are I'm sure landlords that abuse the relationship, there are also smaller landlords such as me and my husband who are renting a property that we used to live in. I know of several other families that had to do the same thing to have the option to move to a different home during the serious change in the real estate market a few years back. I am balancing a small rental with two kids in daycare and two full-time jobs. These changes would have serious economic consequences to me potentially that would impact my ability to meet my obligations.

The early termination clause would present a significant economic hardship to me. It would also induce me to charge a much higher rent to tenants. I am leasing a unit under a 2 year lease, at a lower rent to the tenant in exchange for their long-term commitment; if the tenant is able to unilaterally cancel their contract without economic consequence, there is not incentive for me to permit a longer lease. There is a provision in there for Active Military tenants, but **I do not feel there should be a provision for general job changes.** If a tenant commits to a lease for a period of time, and receives a rent predicated on that period of time, it is a commitment they should abide by OR request a month to month lease at the appropriate price. It is my general practice to work with tenants who want to move out as I do not want a tenant who does not want to be in my unit, but to have that forced upon me through law feels heavy handed.

In addition, I am actually having some tenant challenges right now, and while the 24 hour notice seems nice in theory, it has a lot of practical challenges. I regularly communicate with my tenant through text, and get her agreement that at some point during the week I will come to the property. However, I have a tenant who has unauthorized occupants now living in my units and has caused **\$6,000** of damages due to long-term guests (not approved on my lease) clogging a third floor toilet. At this time, I really need to be able to go the property with less than 24 hours notice so I can accurately assess if my lease is being followed. My goal is not to intrude on my tenant's life, but to ensure our written agreement is being adhered to, modify it if necessary, and create a safe, habitable living environment for her and her children.

Please consider the unintended consequences that these changes would have on small landlords such as myself, particularly in situations where the tenant is not meeting their end of the lease. Many landlords are people just like me, and not the large landlords that you regularly think of. There is a reason that there is a pricing difference for month to month, yearly and multi year leases. The early termination clause is solving a problem that these leases already can address.

Thank you
Alison Hickman
6454 Red Keel
Columbia, MD 21044

Sayers, Margery

From: Lisa May <lisavm78@vt.edu>
Sent: Monday, April 16, 2018 12:59 PM
To: CouncilMail
Cc: Kittleman, Allan
Subject: Updated HCAR Comments on CB 20
Attachments: Updated HCAR Comments on CB 20 4-16-18.pdf

Chairperson Sigaty and Members of the Council,

Following our conversation with the Chairperson's Office and County Staff on Friday, we wanted to provide you with updated comments on CB 20 which reflect the outcome of our meeting. We will also provide copies of these comments along with our testimony at tonight's hearing.

We thank you for considering our feedback and look forward to continuing the discussion this evening.

Sincerely,

Lisa May
HCAR Government Affairs Director



Virus-free. www.avast.com



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

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®



Oakland Mills Community Association
The Other Barn • 5851 Robert Oliver Place
Columbia, MD 21045

410-730-4610 • oaklandmills.org



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 INITIATED 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



MARYLAND MULTI-HOUSING ASSOCIATION, INC.

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 NATURE 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 VANDALISM 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 ENUMERATE 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



MARYLAND MULTI-HOUSING ASSOCIATION, INC.

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.

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

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

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

From: Lisa May <lisavm78@vt.edu>
Sent: Friday, April 13, 2018 11:06 AM
To: CouncilMail
Subject: HCAR Comments on CB 20-2018, Landlord Tenant
Attachments: HCAR Comments on CB 20 4-18.pdf

Chairperson Sigaty and Members of the Council,

Please find attached HCAR's comments on CB 20-2018, regarding Landlord Tenant relations.

HCAR will meet with representatives from the County later today to discuss the issues we have identified in our comments. We sincerely thank the staff and the Chairperson for their willingness to have this discussion and seek compromises which protect both tenants and individual landlords. We will keep you informed of our progress.

If we can provide any additional information to you, please do not hesitate to contact us.

Thank you for your consideration of our comments, and have a wonderful weekend.

Best,

Lisa May
HCAR Government Affairs Director



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April 12, 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 offer comments on CB 20-2018, which will be heard before the Council next Monday, April 16.

HCAR has reviewed CB 20, as introduced, and identified several areas for clarification or possible amendment. HCAR will be meeting with representatives from Chairperson Sigaty's office and the County Offices of Consumer Protection and Community Resources prior to the public hearing to discuss the following items:

17.907. LEASE APPLICATION REQUIREMENTS, (D). FEES

Page 6, Lines 5-17

The draft ordinance instructs landlords to retain only the "portion of fees actually expended" to process the application when such fees exceed \$25. While processing fees charged by third parties, such as a credit report, are easy to verify, there are other services performed by landlord or property managers themselves. This can include verification of income, employment, previous addresses and tenancies, and character references, all of which are uses of the landlord's time and for which a fee is not easily determined. Landlords should be able to recover reasonable expenses for the above actions.

17.908. REQUIRED INFORMATION. (A) IN GENERAL

Page 6, Lines 22-29 and Page 7, Lines 5-7

Item (1) requires landlords to provide the tenant a proposed lease. Because landlords and tenants may negotiate the terms of a lease and several revisions may take place during this

process, HCAR wants to confirm that this refers to a copy of a standard lease agreement without negotiated terms included.

Item (2) requires that landlords provide copies of Common Ownership Community rules impacting common areas. These rules are subject to change, and at times the most current documents available to the landlord may lag behind the votes of the association. We want to avoid situations where landlords acting in good faith inadvertently violate this clause. For instance, the landlord could provide the documents, noting that they are current as of the date the landlord obtained them from the association.

Item (3) requires a walk-through inspection of the property prior to executing the lease. Currently, landlords will show the tenant the property, then conduct the walk-through prior to the tenant taking possession. While we agree that the tenant should be informed of the property's condition, it is unreasonable to ask a landlord to conduct an in-depth walk through with every prospective tenant that may wish to view a property without any indication that they may ultimately rent it.

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. HCAR would like clarification on how this process would work and how a landlord could show compliance in situations where the preferred language is not available. One suggestion would be to provide the publication in the same language as the lease at the time of application along with information on obtaining other translations from the Office.

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

Page 7, Lines 30-31 and Page 8, Lines 1-7

While HCAR agrees that landlords should maintain their licenses and abate violations, the language included in the legislation does not provide any grace period to account for conditions that are outside of the landlord's control, extensions granted by the regulatory body, or delays in receiving paperwork or other certifications which show landlord compliance. Without these, allowing a tenant to terminate the lease without penalty is too onerous on landlords acting in good faith. Paying rent into an escrow account until compliance is shown is a more reasonable solution than outright lease cancellation.

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

Page 8, Lines 9-21

Section (3) requires incorporation of the Howard County Building, Fire Prevention, Property Maintenance and Zoning Codes into residential leases. This is an enormous amount of information for both a tenant and a landlord to digest and it is unrealistic to hold either party liable for full compliance as an express warranty and covenant to repair. Most residential leases already incorporate the Howard County New Rental Housing Inspection Checklist, which is sufficient to ensure dwelling habitability.

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

Page 9, Lines 22-26 and Page 10, Lines 1-4

Most current lease provisions state that a landlord shall give the tenant "reasonable" notice before entering the dwelling. This section proposes a minimum of 24 hours' notice. This requirement may delay needed repairs to a unit should a contractor be available the same day. A shorter time-period may also be more convenient for the tenant; for instance, if he or she will be out of the unit during that time. Tenants and landlords should be able to waive this requirement if mutually agreed.

17.909. REQUIRED LEASE PROVISIONS. (H) TERMINATION.

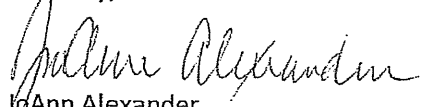
Page 10, Lines 10-26

This section allows tenants to cancel a lease on 30 days' notice to the landlord for several situations "beyond the tenant's control." However, many of these situations are beyond the landlord's control as well, and similar relief is not provided to landlords who experience unexpected hardships. Those landlords are still required to honor the terms of the lease even if it is not in their financial interest to do so. Further, the change of employment clause for 25 miles from the place of employment is an unrealistic standard, particularly in an area where residents commute between their homes and two major metropolitan areas. As written, tenant may be reassigned to a work location that is *closer* to the rental dwelling and still be able to cancel a lease with minimal penalty.

While large, multi-unit apartment complexes may be able to handle an unexpected vacancy of this type, landlords of one or a handful of properties may not. This type of relief should be left to the discretion of the landlord based upon individual circumstances, not mandated by law.

Again, HCAR thanks Chairperson Sigaty for her dialogue with the Association on this matter, as well as the Council for considering our comments. We look forward to working with you to develop appropriate amendments to the bill which are agreeable to and provide adequate protection for both tenants and landlords.

Sincerely,



JoAnn Alexander

President

Howard County Association of REALTORS®