

HENDERSEN - WEBB, INC.
1025 CRANBROOK ROAD
HUNT VALLEY, MARYLAND 21030
410-628-7400

HOWARD COUNTY COUNCIL
RECEIVED

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PAMELA F. NEWLAND
SENIOR VICE PRESIDENT
CHIEF OPERATING OFFICER

February 14, 2019

The Honorable Christiana Mercer Rigby,
Council Chairperson
The Honorable Opel Jones,
Council Vice-Chairperson
The Honorable David Yungmann
Howard County Council
George Howard Building
3430 Court House Drive
Ellicott City, MD 21043

Dear Ms. Rigby and Mr. Jones and Mr. Yungmann:

Hendersen-Webb, Inc. owns and manages three communities in Howard County, the Bluffs at Clary's Forest, Hawthorne and Fairway Hills. Thank you for meeting with Jim Johnson to discuss **CB 20-2018**. As suggested, attached is the proposed language to amend the law.

1. *This law creates a safety issue and interferes with the Landlord's right to conduct business in an efficient and timely manner.* The law grants a prospective tenant the right to see the actual unit proposed to be leased, although it may be occupied, as apartments can be leased ninety days in advance. Showing an occupied apartment creates a safety issue, which is of significant concern. Very few current residents are permitting this inspection, which is understandable.

We were told the Bill was modeled after a similar law in Montgomery County. After Howard County enacted this law, several communities in Montgomery County were contacted and it was quickly determined that the overwhelming majority are not showing occupied apartments to prospects. Rebecca Bowman, Esq. had no comment after being apprised of this fact. I do not believe the Council would have voted in favor of this section of the Bill if the due diligence required to pass legislation into law had been performed.

The purpose of a model apartment is to show the prospect a unit that is similar to that which is being leased. Whenever possible, vacant (rent ready) apartments are shown that are substantially similar to the apartment being leased. This continues to be an effective and satisfactory means of leasing in Baltimore County, Baltimore City and Anne Arundel County; other jurisdictions in which Hendersen-Webb, Inc. owns and manages apartments. Showing an occupied apartment is of no value, it is not an accurate portrayal of the apartment since it will be painted, cleaned, maintained or possibly renovated prior to a new tenant occupying the unit. Further, the Landlord does not enter the apartments on a daily basis; therefore, it is impossible to know the condition of the unit that will be viewed by a prospect. Our ability to do business in an orderly and efficient manner is impeded.

2. This law violates the Landlord's right to due process. There are times that a violation abatement date cannot be met as the Landlord disagrees with the Department of Inspections, Licenses and Permits. Our attorney, Stuart Sagal, who represents a number of other management companies, provided a letter that includes examples of such occurrences in which the Landlord prevailed in each circumstance. This letter is attached. The Landlord's right to due process takes time.
3. This law prevents the landlord from recovering costs and changes the rent payment due date. An example of this is the filing fees associated with non-payment of rent (despite the landlord having incurred those fees at the time of filing), absent the court awarding those fees to the landlord, the Bill does not permit the collection of the same. The cost of a Summary Ejectment notice is \$15.00 plus \$5.00 for each tenant named. If there are 3 Tenant's, the cost is \$30.00 per notice each time it is filed. The cost associated with the Warrant of Restitution is \$40.00. If the Landlord files six times per year on a given tenant, using the example above, the cost is \$420.00, multiplying this times one hundred fifty tenants, the cost is \$63,000. This leaves the Landlord with no choice other than to increase rents. Personally, I do not feel it is fair to penalize a community when the action dictating the increase in rent is limited to specific apartments.

Further, rent is due on the first of the month, in advance; the Bill extends the grace period from the 5th day of the month to the 6th day of the month for no apparent reason.

When we spoke with Ms. Bowman about the landlord's inability to recover the court costs incurred for non-payment of rent, she advised that Ms. Sigaty felt the late charge was sufficient to cover these expenses. During a meeting with us and Ms. Sigaty, Ms. Bowman retracted her attribution of this statement to Ms. Sigaty and confirmed that it was in fact her (Ms. Bowman's) own thought process. It is important to note that during a discussion with Ms. Sigaty, Ms. Bowman and Ms. Clay, in which I explained the court costs, Ms. Clay shared a document, the purpose of which was to review the court costs incurred - the document was incomplete! It is terribly unfortunate that the proper information may not have been given to members of the Council to discern the financial impact of the Bill. The late charge was never intended to reimburse the Landlord for court costs. The law, as it is written, forces the landlord to go to court to collect court costs. This will not only cause an undue hardship with respect to the already bogged down court system, it will cause landlords' to file a foreclosure of right of redemption, not accept partial payments or entertain the non-renewal of the lease agreement.

Aside from the information above, this law is troublesome on many other levels. Councilperson Sigaty made it clear that her daughter had problems with a particular landlord while living in an apartment in Howard County. It was suggested to Ms. Sigaty that Maryland's statute clearly allows tenants to pursue a rent escrow action as a viable option. It is particularly noteworthy that only two people, Councilperson Sigaty's daughter and Rebecca Bowman, formerly of the Office of Consumer Protection, expressed unqualified support for the specifics of the Bill during their testimony. Two other individuals expressed "general support" but focused their comments on suggesting unrelated clauses to address other circumstances (for example, the noise level at Merriweather Post Pavilion). By contrast, those testifying that provisions in the bill were problematic included broad based organizations, including the Howard County Association of Realtors, the Association of Community Services of Howard County, Bridges to Housing Stability and the Maryland Multi-Housing Association, as well as several individuals.

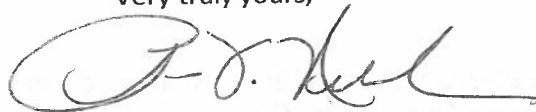
Despite numerous conversations with Ms. Mary Clay, Ms. Sigaty's aide, and multiple letters sent to the Council from Maryland Multi-Housing Association and property owners explaining the issues, few changes were made to the bill. Ms. Clay was to make an introduction to the County Solicitor so troublesome aspects of the bill could be discussed. We were never able to speak with him.

The ramifications of the provisions of this bill are obvious. There are significant concerns about the lack of affordable housing in Maryland. Laws such as this cause rents to increase.

I have attached a letter of support from Maryland Multi-Housing Association whose membership consists of 190,000+ apartments in Maryland, of which over 17,000 are located in Howard County.

We would be most grateful to have the opportunity to discuss this matter with you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'P. F. Newland', written in a cursive style.

Pamela F. Newland

Cc: The Honorable Calvin Ball, Howard County Executive

LAW OFFICES

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HOWARD CASSIN
(1951 - 2005)

February 14, 2019

The Honorable Christiana Mercer Rigby, Council Chairperson
The Honorable Opel Jones, Council Vice-Chairperson
The Honorable David Yungmann
Howard County Council
George Howard Building
3430 Courthouse Drive
Ellicott City, Maryland 21043

RE: Howard County Bill No. 20-2018

Dear Ms. Rigby, Mr. Jones and Mr. Yungmann:

By letter to you dated February 14, 2019, Pamela F. Newland, Senior Vice President and Chief Operating Officer of Hendersen-Webb, Inc., discussed various concerns relating to the implementation of Howard County Bill No. 20-2018. In Ms. Newland's correspondence, she makes reference to experiences I (and management company clients that I represent) have incurred relating to Code enforcement activities initiated by various jurisdictions (including Howard County) which ultimately were found to have been initiated in error by those jurisdictions. The following are three examples which I wish to bring to your attention.

1. In Howard County, a Resident of a rental community complained of bed bugs. The management company retained a licensed professional pest control company to inspect and treat the affected unit. The standard protocol, with chemical treatment, is three treatments two weeks apart from each other. The Code Enforcement Officer issued a Citation claiming that the treatments should be every week. Initially, we point out that the property manager is caught between the Order of the Code Enforcement Officer and the expertise of the licensed professional pest control company. Ultimately, the pest control company was found to be correct.

2. A Baltimore City Housing Inspector issued a Violation Notice relating to insufficient smoke detectors in an older garden apartment community. Because of the age of the property, the existing smoke detectors had been grandfathered into the law. It

The Honorable Christiana Mercer Rigby, Council Chairperson
The Honorable Opel Jones, Council Vice-Chairperson
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took time, but the State Fire Marshall ultimately convinced Baltimore City that their Violation Notice was in error.

3. In Baltimore County, a Correction Notice was issued relating to improper lighting at the entry of a garden apartment building. It took time, but the Baltimore County Fire Department ultimately convinced Code Enforcement that their Correction Notice was issued in error.

The point is that occasionally the local jurisdiction is in error and it sometimes takes time to have the matter rectified. The correction may occur as a result of the administrative process provided by the local jurisdiction, by having other local or state agencies intervene and/or through the Courts.

Thank you for your consideration of these issues.

Very truly yours,



Stuart L. Sagal

SLS/tp



MARYLAND MULTI-HOUSING ASSOCIATION, INC.

Howard County Council
3430 Court House Dr
Ellicott City, MD 21043

February 12, 2019

Dear Members of the Howard County Council:

The Maryland Multi-Housing Association (MMHA) joins our member Hendersen-Webb, Inc. in calling for a revision of CB 20-2018. MMHA worked in good faith to address the concerns of both our members and the Sponsor of the bill when it was being debated. Unfortunately, most of our concerns were not addressed in the bill's amendments, thus resulting in a bill with requirements that hinder the rental housing industry and have unintended consequences for tenants.

By way of background, MMHA is a professional trade association established in 1996, whose membership consists of owners and managers of more than 190,000 rental housing homes in more than 800 apartment communities. Our members house over 556,000 residents of the State of Maryland and own over 17,000 apartment homes in Howard County.

We concur with Hendersen-Webb, Inc.'s assessment that the final bill passed with several problematic provisions. Our concerns are as follows:

Court Filing Fees:

CB 20-2018 prevents landlords from recovering costs associated with the non-payment of rent unless those fees are awarded by a judge in court. Most Failure to Pay Rent cases are resolved prior to adjudication thus a judge does not award the fees to the rental housing provider, but the fees have been paid to the court. This provision puts an unfair burden on the property owner.

Grace Period:

Under this bill, landlords cannot impose a penalty or subject a tenant to legal action for the non-payment of rent if the payment is made within 5 days after the date the rent is due. MMHA's concern with this provision is that a tenant who is already in arrears over the course of multiple months still receives the same courtesy as someone who is late on their rent for the first time. This burdens landlords with lost rent income and further disincentivizes tenants to pay on time.

Abatement Provision

MMHA also shares Hendersen-Webb, Inc.'s concern about the abatement provision in the bill; sometimes landlords cannot address a violation within the abatement timeline because they are in



the process of contesting it with the county or for other reasons, thus this legislation limits the landlord's right to due process.

Requirement to Show the Prospective Tenant a Specific Unit

CB 20-2018's requirement that the approved applicant may view the specific unit before executing the lease is both inconvenient and potentially creates unsafe environments for current tenants. Very few current residents have agreed to let their units be shown by leasing consultants due to privacy and safety concerns, which is understandable but also inconvenient for the apartment industry based on this mandate. It is also nearly impossible to know how the current tenant of a unit is maintaining their apartment, which can result in a prospective tenant having an altered opinion of the unit due to the current tenant's cleanliness and upkeep. Almost all other jurisdictions in Maryland do not have this requirement.

The provisions of this legislation have made operating rental units in Howard County both a burdensome and risky endeavor. MMHA welcomes a conversation with the new Council Members on how we can improve this process so that it is fair and efficient for both residents and rental property owners.

Best Regards,

Adam Skolnik

Executive Director

askolnik@mmhaonline.org

CC Aaron Greenfield, Director of Government Affairs
Jessie Keller, Government and Community Affairs Manager

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

County Council of Howard County, Maryland

2018 Legislative Session

Legislative Day No. 4

Bill No. 20 -2018

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

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

Introduced and read first time _____, 2018. Ordered posted and hearing scheduled. 7-16-18
By order _____
Jesse Feldmark, Administrator

Having been posted and notice of & place of second time at a public hearing on _____
t 01.7G'i Sig I 6⁶ Scoring title of Bill having been published according to Charter, the Bill was read for a second time on _____, 2018.
By order Jesse Feldmark
Jesse Feldmark, Administrator

This Bill was read the third time on June 4, 2018 and Passed _____ Passed with amendments _____ Failed _____
By order Jesse Feldmark
Jesse Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 5 day of June 2018 at 5:00 a.m.
By order Jesse Feldmark
Jesse Feldmark, Administrator

ANC _____ of the County Executive _____ VFO _____ Z, 2018
Ian Kittleman
Ian 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 WRIFIEN 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.

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17.900. DEFINITIONS.

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

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

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

(D) *COMMON OWNERSHIP COMMUNITY* MEANS:

- (1) A DEVELOPMENT SUBJECT TO A DECLARATION ENFORCED BY A HOMEOWNERS' ASSOCIATION, AS THOSE TERMS ARE USED IN STATE LAW;
- (2) A CONDOMINIUM, AS THAT TERM IS USED IN STATE LAW; AND
- (3) A COOPERATIVE HOUSING PROJECT, AS THAT TERM IS USED IN STATE LAW.

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

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

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

(H) (1) *LANDLORD* MEANS:

- (I) THE OWNER, THE OWNER'S AGENT, A LESSOR, OR A SUBLESSOR OF A DWELLING UNIT WHO IS AUTHORIZED TO EXERCISE ANY ASPECT OF THE MANAGEMENT OF THE PREMISES;
- (II) IN A CONDOMINIUM HOUSING STRUCTURE, THE OWNER OF A DWELLING UNIT THAT IS DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE AND FOR WHICH THE OWNER RECEIVES CONSIDERATION; AND
- (III) IN A COOPERATIVE HOUSING STRUCTURE, A PERSON HAVING AN OWNERSHIP INTEREST IN THE LEGAL ENTITY THAT HOLDS TITLE TO THE COOPERATIVE HOUSING STRUCTURE AND ENJOYS EXCLUSIVE USE OF A DWELLING UNIT AND FOR WHICH THE PERSON WHO HAS AN OWNERSHIP INTEREST IN THE LEGAL ENTITY RECEIVES CONSIDERATION FOR LEASING THE DWELLING UNIT.

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

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.

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15 17.901. CONSTRUCTION.

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

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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 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.

31

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
4 THAT

5 ALLEGE A VIOLATION OF EXISTING LAW TO THE COUNTY, STATE, OR FEDERAL UNIT THAT HAS
6 JURISDICTION OVER THE ALLEGED VIOLATION.

7 (B) *JOINT JURISDICTION*.

8 IF A COMPLAINT CONTAINS ALLEGATIONS THAT FALL JOINTLY WITHIN THE
9 JURISDICTION OF

10 THE OFFICE AND ANOTHER COUNTY UNIT, AND THE ALLEGATIONS ARE NOT SEVERABLE, THE
11 OFFICE AND THE OTHER UNIT SHALL DETERMINE JOINTLY HOW TO INVESTIGATE THE
12 COMPLAINT.

13 (C) *COOPERATION*.

14 THE OFFICE SHALL SEEK THE COOPERATION OF OTHER COUNTY UNITS CONCERNED
15 WITH

16 RENTAL HOUSING IN EDUCATING THE PUBLIC ON LANDLORD AND TENANT RIGHTS AND
17 RESPONSIBILITIES.

18

19

20 17.906. RENTAL HOUSING LICENSE REQUIRED.

21 THE OWNER OF A DWELLING UNIT MUST OBTAIN A RENTAL HOUSING LICENSE AS
22 REQUIRED

23 BY SECTION 14.901 OF THE HOWARD COUNTY CODE BEFORE A TENANT'S OCCUPANCY OF THE
24 UNIT.

25

26 17.907. LEASE APPLICATION REQUIREMENTS

27 (A) *IN GENERAL*.

28 AN APPLICATION FOR A LEASE SHALL CONTAIN THE PROVISIONS THAT THIS SECTION
29 REQUIRES.

30 (B) *TENANT LIABILITIES*.

31 AN APPLICATION SHALL EXPLAIN THE LIABILITIES THAT THE TENANT INCURS BY SIGNING
32 THE

33 APPLICATION.

34 (C) *CREDIT REPORTS*.

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:

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

Deleted: (3) GO NOTIFY THE PROSPECTIVE TENANT IN WRITING THAT THE TENANT MAY BE PRESENT

Deleted: DURING

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5
6 UPON APPROVAL OF A PROSPECTIVE TENANT'S APPLICATION, NOTIFY THE PROSPECTIVE TENANT IN WRITING THAT THE PROSPECTIVE TENANT MAY VIEW THE DWELLING UNIT BEFORE EXECUTING THE LEASE TO IDENTIFY EXISTING DAMAGE TO THE UNIT. UNLESS THE PROSPECTIVE TENANT IS GIVEN THE OPPORTUNITY TO VIEW A MODEL OR VACANT APARTMENT THAT IS SUBSTANTIALLY SIMILAR TO THE UNIT THAT IS BEING LEASED. THE RIGHT OF THE PROSPECTIVE TENANT IS IN ADDITION TO THE RIGHT OF A TENANT TO INSPECT THEIR UNIT PURSUANT TO SECTION 8-203.1(A)(1) OF THE REAL PROPERTY ARTICLE. IN THE EVENT THE LANDLORD AND TENANT JOINTLY MAKE A WRITTEN LIST OF DAMAGES THAT EXIST AT THE COMMENCEMENT OF THE TENANCY. THE LANDLORD SHALL WITHIN 3 WEEKDAYS THEREAFTER, REPAIR THOSE DAMAGES WHICH AFFECT THE HABITABILITY OF THE UNIT, AND IF THE LANDLORD FAILS TO DO SO, THE TENANT SHALL BE ENTITLED TO A RENTAL ABATEMENT EQUAL TO 3 DAYS RENT.

Deleted: AN INSPECTION OF VIEW THE DWELLING UNIT BEFORE EXECUTING THE LEASE TO IDENTIFY
7. EXISTING DAMAGE TO THE UNIT OR PERSONAL PROPERTY IN THE UNIT;

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

Deleted: PROVIDE THE TENANT WITH A COPY OF THE

11 (IV) VISIBLY DISPLAY IN THE AREA WHERE THE TENANT SIGNS THE LEASE A COPY OF THE CURRENT DWELLING LICENSE FOR THE DWELLING UNIT OR IF FOR ANY REASON THIS CANNOT OCCUR PROVIDE THE TENANT WITH A COPY OF THE CURRENT DWELLING LICENSE FOR THE DWELLING UNIT.

Deleted: ;

12 AND

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

15 (B) ACKNOWLEDGEMENT BY TENANT.

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

18 (C) RENTAL HOUSING LICENSE.

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

24 (D) TRANSLATIONS OF LANDLORD TENANT ASSISTANCE PUBLICATION.

25 THE OFFICE SHALL MAKE THE PUBLICATION IDENTIFIED IN SUBSECTION (A)(5) (2)(m) OF

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 ' APPLY FOR RENEWAL OF THE
8 RENTAL HOUSING LICENSE DURING THE IENANT'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, (UNLESS BEING CHALLENGED BY LANDLORD AND UNLESS BEING DELAYED
ADMINISTRATIVELY OR JUDICIALLY), - PURSUANT TO SECTION 8-211 OF THE REAL PROPERTY ARTICLE OF
THE

15 MARYLAND CODE, THE TENANT MAY:

16 REQUEST THAT A RENT ESCROW ACCOUNT BE ESTABLISHED FOR THE PAYMENT OF RENT
17 UNTIL THE VIOLATION IS ABATED OR OTHERWISE DETERMINED TO BE INVALID.
18
19

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Deleted: (I) TERMINATE THE LEASE WITHOUT PENALTY; OR

Deleted: (II)

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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 WRITEN SUBSTANTIATION OF THE DAMAGE AND COSTS INCURRED TO CORRECT THE
27 DAMAGE.

28 (F) RECEIPTS.

1 A LEASE SHALL STATE THAT WRITEN 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 3-0 60 DAYS'
23 WRITTEN NOTICE TO THE LANDLORD BECAUSE OF:

24 (I) AN INVOLUNTARY CHANGE OF EMPLOYMENT GP 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 OR THE DEATH OF A WAGE EARNER WHOSE INCOME WAS USED TO QUALIFY FOR

5 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 (1) 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

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 OR THAT ARE INCURRED BY THE LANDLORD DUE
TO THE TENANT'S NON-PAYMENT OF RENT, A BREACH OF LEASE OR DAMAGE TO THE LEASED PREMISES,
COMMON AREAS, MAJOR APPLIANCES AND FURNISHINGS BY THE TENANT;

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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 4 DAYS AFTER THE DATE ON
20 WHICH THE RENT IS DUE;

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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; 12

1 (iii) RENT THAT THE LEASE SPECIFIES; OR
2 (iv) CHARGES FOR SERVICES AND UTILITIES IDENTIFIED IN THE LEASE AS REQUIRED BY
3 SECTION 17.909(D) OF THIS SUBTITLE; OR
4 (v) FEES FOR SPECIFIED AMENITIES OR COMMON AREAS THAT THE TENANT MAY ELECT
5 TO USE, INCLUDING BUT NOT LIMITED TO DEDICATED PARKING SPACES, POOLS; OR
6 FITNESS FACILITIES;
(vi) OR OTHER CHARGES PERMITTED HEREUNDER OR UNDER APPLICABLE MARYLAND LAW.

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

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

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14 17.911. LANDLORD TO PROVIDE COPY OF LEASE.

15 THE LANDLORD SHALL PROVIDE A FULLY EXECUTED COPY OF THE LEASE TO:
16 (1) THE TENANT WITHIN SEVEN DAYS AFTER THE TENANT SIGNS THE LEASE; AND
17 (2) THE OFFICE OF CONSUMER PROTECTION ON REQUEST OF THE OFFICE.

18
19 17.912. EMERGENCY NOTICE REQUIREMENTS.

20 (A) *IN GENERAL.*

21 (1) THE LANDLORD OF AN APARTMENT COMPLEX SHALL:
22 (I) POST A DURABLE NOTICE LISTING EMERGENCY CONTACT INFORMATION IN AN
23 ACCESSIBLE, CONSPICUOUS, AND CONVENIENT PLACE IN EACH BUILDING TO WHICH THE
24 NOTICE APPLIES, AND
25 (II) SEND THE EMERGENCY NOTICE TO EACH TENANT.

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

28 (B) *CONTENTS.*

29 THE NOTICE SHALL CONTAIN THE NAME, TITLE, AND TELEPHONE NUMBER OF THE
30 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-MEIERED;
- 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

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

3 (E) *PROHIBITED CHARGES.*

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

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

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

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

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

25 (4) *PARTIAL MONTH'S BILL FOR MOVE-IN OR MOVE-OUT.* IF A TENANT MOVES IN OR OUT
26 DURING A BILLING PERIOD, THE LANDLORD OR A THIRD-PARTY PROVIDER SHALL
27 CALCULATE A PRO-RATED BILL FOR THE TENANT BY DIVIDING THE NUMBER OF DAYS
28 THE TENANT LIVED IN THE RENTAL UNIT BY THE NUMBER OF DAYS IN THE MONTH
29 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.

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

3 (6) IF A TENANT IS UNDER-BILLED FOR A UTILITY SERVICE DURING THE PREVIOUS 6
4 MONTHS, THE LANDLORD MAY CALCULATE AN ADJUSTMENT FOR BILLS ISSUED.
5 HOWEVER, THE LANDLORD MAY NOT CALCULATE AN ADJUSTMENT IF THE TENANT WAS
6 UNDER-BILLED BECAUSE OF A METER MALFUNCTION, EXCEPT AS PROVIDED IN ITEM (4)
7 OF THIS SUBSECTION. IF THE TOTAL AMOUNT THAT A TENANT WAS UNDERCHARGED IS
8 \$25 OR MORE, THE LANDLORD SHALL OFFER THE TENANT A DEFERRED PAYMENT PLAN
9 OPTION THAT GIVES THE TENANT THE SAME AMOUNT OF TIME TO PAY AS THE PERIOD OF
10 UNDER-BILLING. ADJUSTMENTS FOR USAGE BY A PREVIOUS TENANT MAY NOT BE
11 BILLED TO A CURRENT TENANT.

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

14 (H) *DISPUTED BILLS.*

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

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

20 17.914. PROHIBITED RETALIATORY PRACTICES.

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

23 (I) BRING OR THREATEN TO BRING AN ACTION FOR POSSESSION AGAINST A TENANT;

24 (II) ARBITRARILY INCREASE THE RENT OR DECREASE THE SERVICES TO WHICH A
25 TENANT HAS BEEN ENTITLED; OR

26 (III) TERMINATE A PERIODIC TENANCY.

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

29 (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 00 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.

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

4
5 17.915. TENANT ORGANIZATIONS.

6 (A) TENANT ORGANIZATION.

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

11), IN GENERAL.

12 TENANTS MAY:

13 (1) FORM, JOIN, MEET, OR ASSIST ONE ANOTHER AS PART OF A TENANT ORGANIZATION OR
14 OTHER WISE;

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

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

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

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

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

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

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

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

30 (3) THE LANDLORD MAY CHARGE A REASONABLE FEE FOR OTHER USES OF THE MEETING
31 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.

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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 5500 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.

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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.

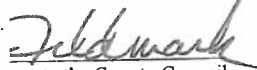
Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland, that this Act does not apply to a lease that is in effect on the effective date of this Act; however, this Act does apply to a renewal of a lease that occurs after the effective date of this Act.

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

tr7m 14,4A-4. /2..., 2018. 
t e d
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