



February 16, 2021  
The Honorable Liz Walsh, Chairperson  
Howard County Council  
George Howard Building, 3430 Court House Drive  
Ellicott City, MD 21043

RE: CB 12-2020, Landlord-Tenant Relations

Chairperson Jung and Members of the Council,

On behalf of Howard County Indivisible, an organization committed to fairness, tolerance, inclusion, and democracy, we write to offer our opposition to provisions in CB 14-2021 related to changes in Title 17 Subtitle 10. The proposed legislation does not balance the interests of landlord and tenants. Rather, it tips the scales against those seeking to lease housing in Howard County. Therefore, it undermines the County's commitment to inclusive communities.

Our objections are as follows:

- The proposed changes to Sec. 17-1008(a)(2)(ii) strips the tenant of the right to contract to rent a particular unit. The amendment removes the requirement that a landlord show the dwelling unit to be leased before the lease is executed, and eliminates the tenant's right to void the contract before occupancy if they discover the unit to be damaged. The tenant's only recourse to reject a damaged unit would be to 'select a different unit' if damage is found. This is not a real remedy because there may be no 'different unit' available to rent from the same landlord that is available at the same time, for the same price, and in undamaged condition. The amendment gives the tenant no opportunity to void the lease if they discover the unit is not what they bargained for.
- The proposed changes to Sec. 17.1008(a)(2)(iii) and Sec. 17.1009(b)(1) would allow a landlord who has not yet obtained a rental housing license 7 days before occupancy to give the tenant evidence of the application in lieu of a copy of the license. This means a landlord could contract to rent a unit and allow the tenant to move in before the landlord even has license to rent the property, and the tenant would never know it.
- The proposed changes to Sec. 17.1008(a)(2)(iv) would require a landlord to provide the tenant with a copy of the Office's Landlord Tenant Assistance publication in languages other than English only if the tenant requests it. There is no legitimate policy reason to limit Spanish-speaking residents' access to vital information. Both Spanish and English language copies should always be provided.
- The proposed change to Sec. 17-1009(b)(3) removes any recourse for a tenant whose landlord ignores a citation for a code violation (not meeting the threshold for section 8-211 of the Real Property Article), until a further court order has been issued and defied. This incentivizes landlords to defy health and safety enforcement and unnecessarily clog the courts. Meanwhile tenants will be stuck living in unlawful conditions while those cases are resolved. No change



should be made to this provision. In fact, County procedure should be changed so that tenants receive notice when their landlord fails to make repairs ordered by a citation.

- The proposed addition to Sec. 17.1010(9) [UNLESS THE TENANT IS IN ARREARS FROM THE PREVIOUS MONTH] is unnecessary since, if the tenant is delinquent from the previous month, the legal action could have been taken at that point.
- The proposed addition to Sec. 17.1010(12) regarding transfer fees is ambiguous and unenforceable. Sec. 17.1010(13) does not allow a landlord to require a tenant to pay transfer fees for moving from one unit to another during the lease period. The language of Sec. 17.1010(12)(iv) does not create an affirmative right to levy transfer fees, and there is no circumstance in which it favors public policy to create them. For example, transfer fees would not be appropriate if a tenant requests to move to another unit upon *termination* of a lease due to problems with the current unit. The proposed language undermines the prohibition without apparent purpose.
- The proposed deletion of Sec. 17.1010(14) lifts the prohibition of a lease that states it is a contract under seal. In Maryland, a 'contract under seal' is typically subject to a 12-year statute of limitations on claims, as opposed to standard contracts, which are subject to a 3-year statute of limitations. Maryland case law has established that the statute of limitations applicable to actions for back rent under residential leases is three years. *Smith v. Wakefield*, 462 Md. 713 (2019). The use of residential leases purporting to be 'contracts under seal' to mislead legally-unsophisticated tenants is firmly against public policy.

We ask the Council to carefully consider our comments on the proposed legislation and reject changes that will be detrimental to the Howard County renting community.

Sincerely,

Jessica Burgard

on behalf of Howard County Indivisible Economic Equity Action Team