

Amendment 2 to Council Bill No. 14-2021

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Amendment No. 2

(This Amendment clarifies when a new tenant may select a different dwelling unit or terminate the lease, clarifies when a copy of the rental license or application for it must be given to a tenant, specifies that a certain tenant assistance publication must be offered to a tenant in all available translations; clarifies the characteristics of a substantially dwelling unit; clarifies the options of a new tenant after inspection of a dwelling unit; clarifies the charges to a tenant who moves from one dwelling unit to another in the same complex; clarifies when court costs may be charged to a tenant; indicates when a tenant may terminate a lease under specified circumstances; and retains the prohibition against a lease stating that it is a contract under seal.)

1 On page 1, in line 25, after “SUBSECTION” insert “AND, IF, ON FINAL INSPECTION BEFORE THE
2 LEASE TERM BEGINS, THE TENANT FINDS THE DWELLING UNIT TO NOT BE SUBSTANTIALLY SIMILAR
3 TO THE DWELLING UNIT THAT WAS ORIGINALLY SHOWN, THE TENANT MAY SELECT A DIFFERENT
4 DWELLING UNIT OR TERMINATE THE LEASE”.

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6 Also on page 1, in line 29, after “UNIT” insert “OR TERMINATE THE LEASE”.

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8 Also on page 1, in line 32, strike beginning with “, NOT” down through and including “LICENSE”
9 in line 33 and substitute “PROVIDE A COPY OF THE LICENSE TO THE TENANT, OR, IF THE LANDLORD
10 HAS NOT YET RECEIVED THE LICENSE, PROVIDE A COPY OF THE APPLICATION FOR THE LICENSE TO
11 THE TENANT AND PROVIDE A COPY OF LICENSE TO TENANT NOT LATER THAN 7 DAYS BEFORE THE
12 LEASE TERM BEGINS”.

13
14 On page 2, in line 4, before the period, insert “; PROVIDED THAT, THE NOTIFICATION OF THIS TENANT
15 RIGHT IS OFFERED TO THE PROSPECTIVE TENANT IN ALL LANGUAGES AVAILABLE AT THE TIME OF
16 APPLICATION”.

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18 Also on page 2, in line 6, strike “FLOOR OR” and, after “LEVEL,” insert “LOCATION,”.

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20 Also on page 2, in line 16, after “PROVIDED BY” insert “, AND SUBJECT TO THE CONDITIONS OF,”.

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22 Also on page 2, in line 17, strike “AND BEFORE OCCUPANCY, THE TENANT MAY TERMINATE THE
23 LEASE” and substitute “THE TENANT MAY SELECT A DIFFERENT DWELLING UNIT AT NO COST OR FEE
24 TO TENANT AND, IF ONE IS NOT AVAILABLE, MAY TERMINATE THE LEASE”.

25
26 On page 2, strike lines 27 through 34 and substitute:
27 “(3) A TENANT MAY EITHER (A) TERMINATE A LEASE WITHOUT PENALTY OR (B) REQUEST THAT A
28 RENT ESCROW ACCOUNT BE ESTABLISHED FOR THE PAYMENT OF RENT UNTIL THE VIOLATION,
29 CONDITION OR DEFECT IS ABATED IF:

30 (I) THE DEPARTMENT OF INSPECTIONS, LICENSES AND PERMITS ISSUES A CIVIL CITATION
31 TO THE OWNER OR ITS AGENT FOR A VIOLATION AND THE VIOLATION IS NOT ABATED AS REQUIRED
32 BY A COURT ORDER, OR

33 (II) A CONDITION OR DEFECT IS SUBJECT TO SECTION 8-211 OF THE REAL PROPERTY
34 ARTICLE OF THE MARYLAND CODE, OR

35 (III) THE OWNER OR ITS AGENT FAILS TO COMPLY WITH A CIVIL CITATION ISSUED BY THE
36 DEPARTMENT OF INSPECTIONS, LICENSES AND PERMITS REQUIRING ABATEMENT OF A RODENT
37 INFESTATION OF THE TENANT’S UNIT.”.

38
39 On page 3, in line 13, after “RENT” insert “, EXCEPT FOR COURT COSTS ASSOCIATED WITH THE
40 FIRST COMPLAINT FILED IN ANY TWELVE (12) MONTH PERIOD”.

41
42 Also on page 3, in line 15, before “WEAR” insert “ORDINARY”.

43
44 Also on page 3, in line 17, strike “FOUR” and substitute “SIX”.

45
46 Also on page 3, in line 31, after “money” insert “NOT OTHERWISE PERMITTED UNDER MARYLAND
47 LAW”.

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49 Also on page 3, in line 34, strike the opening square brackets.

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51 On page 4, in line 1, strike the closing square brackets.