

Introduced	<u>2-3-2021</u>
Public Hearing	<u>2-16-2021</u>
Council Action	<u>4-5-2021</u>
Executive Action	<u>4-6-2021</u>
Effective Date	<u>6-6-2021</u>

## County Council of Howard County, Maryland

2021 Legislative Session

Legislative Day No. 3

### Bill No. 14 -2021

Introduced by: David Yungmann

AN ACT to allow a landlord to show a model or similar unit to a prospective tenant if the unit to be leased is not vacant under specified circumstances; to alter the authority of a tenant to terminate a lease without penalty if certain violations are not abated within a certain time; to alter the authority of a tenant to terminate a lease because of an involuntary change of employment; to allow a lease to provide that a tenant will pay specified costs under specified circumstances; to alter the lease payment grace period; to allow for the collection of specified charges; to repeal the prohibition against a lease stating that it is a contract under seal; making a technical correction; and generally relating to landlord-tenant relations.

Introduced and read first time February 3, 2021. Ordered posted and hearing scheduled.  
 By order Michelle Harrod  
 Theodore Wimberly, 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 February 16, 2021.  
 By order Michelle Harrod  
 Theodore Wimberly, Administrator

This Bill was read the third time on April 5, 2021 and Passed , Passed with amendments , Failed .  
 By order Michelle Harrod  
 Theodore Wimberly, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 6 day of April, 2021 at 3<sup>10</sup> a.m./p.m.  
 By order Michelle Harrod  
 Theodore Wimberly, Administrator

Approved/Vetoed by the County Executive April 6, 2021  
Calvin Ball  
 Calvin Ball, 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 hereby amended as follows:**

3 *By amending*

4 *Title 17 - Public Protection Services*

5 *Subtitle 10. - Landlord-Tenant Relations*

6 *Sec. 17.1008. (a)(2), (a)(3) and (c)*

7 *Sec. 17.1009. (b) and (h)(1)(i)*

8 *Sec. 17.1010. (4), (9), (12), (13), and (14)*

9  
10  
11 **HOWARD COUNTY CODE**

12 **Title 17 - Public Protection Services**

13 **Subtitle 10. - Landlord-Tenant Relations**

14  
15 **Sec. 17.1008. - Required information.**

16 **(a) In General.**

17 **(2) On approval of the tenant's application AND BEFORE ENTERING INTO A LEASE, the landlord**  
18 **shall:**

19 **(i) Give the prospective tenant a copy of any common ownership community rule,**  
20 **regulation, declaration, or covenant that binds the landlord and affects the use and occupancy of the unit**  
21 **or any common area associated with the unit;**

22 **(ii) Notify the prospective tenant in writing that [[,]]:**

23 **A. BEFORE EXECUTING THE LEASE, the tenant may view the dwelling unit**  
24 **[[before executing the lease to identify existing damage to the unit or personal property in the unit,]] OR A**  
25 **SUBSTANTIALLY SIMILAR DWELLING UNIT AS PROVIDED IN PARAGRAPH (3) OF THIS SUBSECTION AND, IF,**  
26 **ON FINAL INSPECTION BEFORE THE LEASE TERM BEGINS, THE TENANT FINDS THE DWELLING UNIT TO**  
27 **NOT BE SUBSTANTIALLY SIMILAR TO THE DWELLING UNIT THAT WAS ORIGINALLY SHOWN, THE**  
28 **TENANT MAY SELECT A DIFFERENT DWELLING UNIT OR TERMINATE THE LEASE; AND**

29 **B. BEFORE OCCUPANCY, THE TENANT MAY INSPECT THE DWELLING UNIT TO**  
30 **IDENTIFY AND DOCUMENT DAMAGE TO THE UNIT OR ITS FIXTURES, APPLIANCES, AND ELECTRICAL,**  
31 **PLUMBING, AND OTHER SUCH SYSTEMS THAT ARE PART OF THE LEASEHOLD AND, IF DAMAGE IS FOUND,**  
32 **MAY SELECT A DIFFERENT UNIT OR TERMINATE THE LEASE;**

33 **(iii) Subject to subsection (c) of this section, notify the prospective tenant in writing**

1 that the owner of a dwelling unit must have a rental housing license under section 14.901 of the Howard  
2 County Code AND, ~~NOT LATER THAN 7 DAYS BEFORE OCCUPANCY, PROVIDE THE TENANT WITH A COPY~~  
3 ~~OF THE LICENSE~~ PROVIDE A COPY OF THE LICENSE TO THE TENANT, OR, IF THE LANDLORD HAS NOT  
4 YET RECEIVED THE LICENSE, PROVIDE A COPY OF THE APPLICATION FOR THE LICENSE TO THE  
5 TENANT AND PROVIDE A COPY OF LICENSE TO TENANT NOT LATER THAN 7 DAYS BEFORE THE LEASE  
6 TERM BEGINS OR EVIDENCE OF AN APPLICATION FOR A LICENSE ~~[[before the unit is;~~

7 (iv) Provide the tenant with a copy of the current license for the dwelling unit]]; and

8 ~~[[v]]~~ (IV) Provide the tenant with a copy of the Office's Landlord Tenant Assistance  
9 publication written in ENGLISH AND ~~[[the]]~~ ANY OTHER language of the tenant's choice IF THE OFFICE  
10 MAKES THE PUBLICATION AVAILABLE IN THAT LANGUAGE; PROVIDED THAT, THE NOTIFICATION OF  
11 THIS TENANT RIGHT IS OFFERED TO THE PROSPECTIVE TENANT IN ALL LANGUAGES AVAILABLE AT  
12 THE TIME OF APPLICATION.

13 (3) FOR PURPOSES OF PARAGRAPH (A)(2)(II) OF THIS SUBSECTION, A SUBSTANTIALLY SIMILAR  
14 DWELLING UNIT IS ONE THAT HAS SIMILAR ENTRY, BUILDING FLOOR OR LEVEL, LOCATION, WINDOWS,  
15 FLOOR PLAN, FINISHES, CONDITION, UPGRADES, AND APPLIANCES. IF THE UNIT SHOWN IS NOT  
16 SUBSTANTIALLY SIMILAR, THE TENANT SHALL BE SHOWN EXAMPLES OF THE FEATURES THAT ARE NOT  
17 SUBSTANTIALLY SIMILAR IN BOTH THE INTERIOR OF THE UNIT, AS WELL AS INGRESS AND EGRESS, AND  
18 PROVIDED A COPY OF THE FLOOR PLAN OF THE DWELLING UNIT.

19 (c) ~~[[Rental Housing License.]]~~ TENANT OPTIONS.

20 (1) If the owner fails to provide the notice required by subsection ~~[[a(4)]]~~ (A)(2)(III) of this  
21 section, the tenant may, at any time before the rental housing license is obtained, terminate the lease  
22 without penalty and the owner shall return the tenant's security deposit in compliance with section 8-203  
23 of the Real Property Article of the Maryland Code.

24 (2) BASED ON AN INSPECTION OF THE DWELLING AS PROVIDED, AND SUBJECT TO THE  
25 CONDITIONS OF, BY SUBSECTION (A)(2)(II) OF THIS SECTION ~~AND BEFORE OCCUPANCY, THE TENANT MAY~~  
26 ~~TERMINATE THE LEASE~~ THE TENANT MAY SELECT A DIFFERENT DWELLING UNIT AT NO COST OR FEE  
27 TO TENANT AND, IF ONE IS NOT AVAILABLE, MAY TERMINATE THE LEASE.

28  
29 Sec. 17.1009. - Required lease provisions.

30 (b) Rental Housing License. A lease shall state:

31 (1) Where the tenant can inspect a copy of the rental housing license for the dwelling unit IF A  
32 COPY HAS NOT BEEN PROVIDED TO THE TENANT; AND

33 (2) That if the owner fails to ~~[[apply for renewal of the]]~~ MAINTAIN A rental housing license

1 FOR 15 CONSECUTIVE CALENDAR DAYS OR MORE during the tenant's lease period, the tenant may  
2 terminate the lease without penalty and the owner shall return the tenant's security deposit in compliance  
3 with section 8-203 of the Real Property Article of the Maryland Code; and

4 ~~(3) That if the DEPARTMENT OF INSPECTIONS, LICENSES, AND PERMITS ISSUES A CIVIL CITATION~~  
5 ~~TO THE owner OR ITS AGENT [[receives a notice of]] FOR A violation AND THE VIOLATION IS NOT ABATED~~  
6 ~~AS REQUIRED BY A COURT ORDER, OR IF THE VIOLATION IS SUBJECT TO [[from the Department of~~  
7 ~~Inspections, Licenses and Permits and does not abate the violation by the date specified in the notice,~~  
8 ~~under]] section 8-211 of the Real Property Article of the Maryland Code, the tenant may:~~

- 9 (i) ~~Terminate the lease without penalty; or~~
- 10 (ii) ~~Request that a rent escrow account be established for the payment of rent until the~~  
11 ~~violation is abated.~~

12 (3) A TENANT MAY EITHER (A) TERMINATE A LEASE WITHOUT PENALTY OR (B) REQUEST THAT A  
13 RENT ESCROW ACCOUNT BE ESTABLISHED FOR THE PAYMENT OF RENT UNTIL THE VIOLATION,  
14 CONDITION OR DEFECT IS ABATED IF:

15 (i) THE DEPARTMENT OF INSPECTIONS, LICENSES AND PERMITS ISSUES A CIVIL CITATION  
16 NOTICE OF VIOLATION TO THE OWNER OR ITS AGENT FOR A VIOLATION AND THE VIOLATION IS NOT  
17 ABATED AS REQUIRED BY A COURT ORDER BY THE DATE SPECIFIED IN THE NOTICE, OR

18 (ii) A CONDITION OR DEFECT IS SUBJECT TO SECTION 8-211 OF THE REAL PROPERTY  
19 ARTICLE OF THE MARYLAND CODE, OR

20 (iii) THE OWNER OR ITS AGENT FAILS TO COMPLY WITH A CIVIL CITATION ISSUED BY THE  
21 DEPARTMENT OF INSPECTIONS, LICENSES AND PERMITS REQUIRING ABATEMENT OF A RODENT  
22 INFESTATION OF THE TENANT'S UNIT.

23  
24 (h) Termination.

25 (1) A lease shall state that the tenant may terminate the lease on 60 days' written notice to the  
26 landlord because of:

- 27 (i) An involuntary change of employment to a location that [[is more than 100 miles  
28 from the current place of residence]] ADDS 50 MILES OR MORE TO THE TENANT'S COMMUTE, [[which is  
29 confirmed in writing by the tenant's current]] TO INCLUDE WRITTEN CONFIRMATION FROM THE employer  
30 OF THE RELOCATION and THAT the relocation is not paid for by their employer;

31

1 Sec. 17.1010. - Prohibited lease provisions.

2 A lease may not:

3 (4) State that the tenant agrees to pay court costs, legal fees, or attorney fees other than those that a  
4 court awards for a breach of lease by the tenant ~~OR THAT THE LANDLORD INCURS BECAUSE THE TENANT:~~

5 ~~—— (I) DID NOT PAY RENT; OR~~

6 ~~—— (II) DAMAGED THE LEASED UNIT, COMMON AREAS, MAJOR APPLIANCES, OR FURNISHINGS IN~~  
7 ~~EXCESS OF ORDINARY WEAR AND TEAR;~~

8 (9) Provide for a penalty or subject the tenant to legal action for non-payment of rent if the  
9 delinquent payment is made within ~~[[five]]~~ FOUR SIX days after the date on which the rent is due ~~UNLESS~~  
10 ~~THE TENANT IS IN ARREARS FROM THE PREVIOUS MONTH;~~

11 (12) Require the tenant to pay any money other than:

12 (i) An application fee that section 8-213 of the Real Property Article of the Maryland Code  
13 allows;

14 (ii) A security deposit that section 8-203 of the Real Property Article of the Maryland Code  
15 allows;

16 (iii) Rent that the lease specifies;

17 (iv) Charges for services and utilities identified in the lease as required by section 17.1009(d)  
18 of this subtitle; ~~[[or]]~~

19 (v) Fees for specified amenities or common areas that the tenant may elect to use, including  
20 but not limited to dedicated parking spaces, pools; or fitness facilities; OR

21 (VI) ~~OTHER CHARGES PERMITTED BY THIS SUBTITLE OR UNDER APPLICABLE MARYLAND LAW,~~  
22 ~~INCLUDING BUT NOT LIMITED TO TRANSFER FEES; OR~~

23 (13) Require the tenant to pay transfer fees or other money NOT OTHERWISE PERMITTED UNDER  
24 MARYLAND LAW for moving from one dwelling unit to another dwelling unit within an apartment  
25 complex during the lease period, but a landlord may withhold money from the security deposit on the  
26 original dwelling unit for damage to the unit and apply the remainder to the security deposit for the new  
27 unit ~~}; or~~

28 (14) State that the lease is a contract under seal~~}}~~.

29 **Section 2. Be it further enacted by the County Council of Howard County, Maryland, that this Act shall**  
30 **become effective 61 days after its enactment.**

31

**Amendment 2 to Council Bill No. 14-2021**

**BY: David Yungmann**

**Legislative Day No. 6**

**Date: April 5, 2021**

**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”.

5  
6 Also on page 1, in line 29, after “UNIT” insert “OR TERMINATE THE LEASE”.

7  
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”.

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

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

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

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

On page 2, strike lines 27 through 34 and substitute:

“(3) A TENANT MAY EITHER (A) TERMINATE A LEASE WITHOUT PENALTY OR (B) REQUEST THAT A RENT ESCROW ACCOUNT BE ESTABLISHED FOR THE PAYMENT OF RENT UNTIL THE VIOLATION, CONDITION OR DEFECT IS ABATED IF:

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

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

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

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

On page 3, strike beginning in line 12 “OR THAT THE LANDLORD” down through and including “WEAR AND TEAR”

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

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

Also on page 3, in line 31, after “money” insert “NOT OTHERWISE PERMITTED UNDER MARYLAND”

48 LAW".

49

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

51

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

**I certify this is a true copy of**  
Amendment 2 to CB 14-2021  
**passed on** April 5, 2021  
Michelle Howard  
**Council Administrator**



Introduced \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Council Action \_\_\_\_\_  
Executive Action \_\_\_\_\_  
Effective Date \_\_\_\_\_

## County Council of Howard County, Maryland

2021 Legislative Session

Legislative Day No. 3

Bill No. 14 -2021

Introduced by: David Yungmann

AN ACT to allow a landlord to show a model or similar unit to a prospective tenant if the unit to be leased is not vacant under specified circumstances; to alter the authority of a tenant to terminate a lease without penalty if certain violations are not abated within a certain time; to alter the authority of a tenant to terminate a lease because of an involuntary change of employment; to allow a lease to provide that a tenant will pay specified costs under specified circumstances; to alter the lease payment grace period; to allow for the collection of specified charges; to repeal the prohibition against a lease stating that it is a contract under seal; making a technical correction; and generally relating to landlord-tenant relations.

Introduced and read first time \_\_\_\_\_, 2021. Ordered posted and hearing scheduled.

By order \_\_\_\_\_  
Theodore Wimberly, 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 \_\_\_\_\_, 2021.

By order \_\_\_\_\_  
Theodore Wimberly, Administrator

This Bill was read the third time on \_\_\_\_\_, 2021 and Passed \_\_\_\_, Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.

By order \_\_\_\_\_  
Theodore Wimberly, Administrator

Sealed with the County Seal and presented to the County Executive for approval this \_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_ a.m./p.m.

By order \_\_\_\_\_  
Theodore Wimberly, Administrator

Approved/Vetoed by the County Executive \_\_\_\_\_, 2021

\_\_\_\_\_  
Calvin Ball, 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 hereby amended as follows:

3 By amending

4 Title 17 - Public Protection Services

5 Subtitle 10. - Landlord-Tenant Relations

6 Sec. 17.1008. (a)(2), (a)(3) and (c)

7 Sec. 17.1009. (b) and (h)(1)(i)

8 Sec. 17.1010. (4), (9), (12), (13), and (14)

9  
10  
11 **HOWARD COUNTY CODE**

12 **Title 17 - Public Protection Services**

13 Subtitle 10. - Landlord-Tenant Relations

14  
15 Sec. 17.1008. - Required information.

16 (a) In General.

17 (2) On approval of the tenant's application AND BEFORE ENTERING INTO A LEASE, the landlord  
18 shall:

19 (i) Give the prospective tenant a copy of any common ownership community rule,  
20 regulation, declaration, or covenant that binds the landlord and affects the use and occupancy of the unit  
21 or any common area associated with the unit;

22 (ii) Notify the prospective tenant in writing that [,.]:

23 A. BEFORE EXECUTING THE LEASE, the tenant may view the dwelling unit  
24 [[before executing the lease to identify existing damage to the unit or personal property in the unit,]] OR A  
25 SUBSTANTIALLY SIMILAR DWELLING UNIT AS PROVIDED IN PARAGRAPH (3) OF THIS SUBSECTION; AND

26 B. BEFORE OCCUPANCY, THE TENANT MAY INSPECT THE DWELLING UNIT TO  
27 IDENTIFY AND DOCUMENT DAMAGE TO THE UNIT OR ITS FIXTURES, APPLIANCES, AND ELECTRICAL,  
28 PLUMBING, AND OTHER SUCH SYSTEMS THAT ARE PART OF THE LEASEHOLD AND, IF DAMAGE IS FOUND,  
29 MAY SELECT A DIFFERENT UNIT;

30 (iii) Subject to subsection (c) of this section, notify the prospective tenant in writing  
31 that the owner of a dwelling unit must have a rental housing license under section 14.901 of the Howard  
32 County Code AND, NOT LATER THAN 7 DAYS BEFORE OCCUPANCY, PROVIDE THE TENANT WITH A COPY  
33 OF THE LICENSE OR EVIDENCE OF AN APPLICATION FOR A LICENSE [[before the unit is;

1 (iv) Provide the tenant with a copy of the current license for the dwelling unit]; and  
2 [[(v)] (iv) Provide the tenant with a copy of the Office's Landlord Tenant Assistance  
3 publication written in ENGLISH AND [[the]] ANY OTHER language of the tenant's choice IF THE OFFICE  
4 MAKES THE PUBLICATION AVAILABLE IN THAT LANGUAGE.

5 (3) FOR PURPOSES OF PARAGRAPH (A)(2)(II) OF THIS SUBSECTION, A SUBSTANTIALLY SIMILAR  
6 DWELLING UNIT IS ONE THAT HAS SIMILAR ENTRY, BUILDING FLOOR OR LEVEL, WINDOWS, FLOOR PLAN,  
7 FINISHES, CONDITION, UPGRADES, AND APPLIANCES. IF THE UNIT SHOWN IS NOT SUBSTANTIALLY  
8 SIMILAR, THE TENANT SHALL BE SHOWN EXAMPLES OF THE FEATURES THAT ARE NOT SUBSTANTIALLY  
9 SIMILAR IN BOTH THE INTERIOR OF THE UNIT, AS WELL AS INGRESS AND EGRESS, AND PROVIDED A COPY  
10 OF THE FLOOR PLAN OF THE DWELLING UNIT.

11 (c) [[Rental Housing License.]] TENANT OPTIONS.

12 (1) If the owner fails to provide the notice required by subsection [[(a)(4)] (A)(2)(III) of this  
13 section, the tenant may, at any time before the rental housing license is obtained, terminate the lease  
14 without penalty and the owner shall return the tenant's security deposit in compliance with section 8-203  
15 of the Real Property Article of the Maryland Code.

16 (2) BASED ON AN INSPECTION OF THE DWELLING AS PROVIDED BY SUBSECTION (A)(2)(II) OF  
17 THIS SECTION AND BEFORE OCCUPANCY, THE TENANT MAY TERMINATE THE LEASE.

18  
19 Sec. 17.1009. - Required lease provisions.

20 (b) Rental Housing License. A lease shall state:

21 (1) Where the tenant can inspect a copy of the rental housing license for the dwelling unit IF A  
22 COPY HAS NOT BEEN PROVIDED TO THE TENANT; AND

23 (2) That if the owner fails to [[apply for renewal of the]] MAINTAIN A rental housing license  
24 FOR 15 CONSECUTIVE CALENDAR DAYS OR MORE during the tenant's lease period, the tenant may  
25 terminate the lease without penalty and the owner shall return the tenant's security deposit in compliance  
26 with section 8-203 of the Real Property Article of the Maryland Code; and

27 (3) That if the DEPARTMENT OF INSPECTIONS, LICENSES, AND PERMITS ISSUES A CIVIL CITATION  
28 TO THE owner OR ITS AGENT [[receives a notice of]] FOR A violation AND THE VIOLATION IS NOT ABATED  
29 AS REQUIRED BY A COURT ORDER, OR IF THE VIOLATION IS SUBJECT TO [[from the Department of  
30 Inspections, Licenses and Permits and does not abate the violation by the date specified in the notice,  
31 under]] section 8-211 of the Real Property Article of the Maryland Code, the tenant may:

32 (i) Terminate the lease without penalty; or

33 (ii) Request that a rent escrow account be established for the payment of rent until the  
34 violation is abated.



1 (h) Termination.

2 (1) A lease shall state that the tenant may terminate the lease on 60 days' written notice to the  
3 landlord because of:

4 (i) An involuntary change of employment to a location that [[is more than 100 miles  
5 from the current place of residence]] ADDS 50 MILES OR MORE TO THE TENANT'S COMMUTE, [[which is  
6 confirmed in writing by the tenant's current]] TO INCLUDE WRITTEN CONFIRMATION FROM THE employer  
7 OF THE RELOCATION and THAT the relocation is not paid for by their employer;

8  
9 Sec. 17.1010. - Prohibited lease provisions.

10 A lease may not:

11 (4) State that the tenant agrees to pay court costs, legal fees, or attorney fees other than those that a  
12 court awards for a breach of lease by the tenant OR THAT THE LANDLORD INCURS BECAUSE THE TENANT:

13 (I) DID NOT PAY RENT; OR

14 (II) DAMAGED THE LEASED UNIT, COMMON AREAS, MAJOR APPLIANCES, OR FURNISHINGS IN  
15 EXCESS OF WEAR AND TEAR;

16 (9) Provide for a penalty or subject the tenant to legal action for non-payment of rent if the  
17 delinquent payment is made within [[five]] FOUR days after the date on which the rent is due UNLESS THE  
18 TENANT IS IN ARREARS FROM THE PREVIOUS MONTH;

19 (12) Require the tenant to pay any money other than:

20 (i) An application fee that section 8-213 of the Real Property Article of the Maryland Code  
21 allows;

22 (ii) A security deposit that section 8-203 of the Real Property Article of the Maryland Code  
23 allows;

24 (iii) Rent that the lease specifies;

25 (iv) Charges for services and utilities identified in the lease as required by section 17.1009(d)  
26 of this subtitle; [[or]]

27 (v) Fees for specified amenities or common areas that the tenant may elect to use, including  
28 but not limited to dedicated parking spaces, pools; or fitness facilities; OR

29 (VI) OTHER CHARGES PERMITTED BY THIS SUBTITLE OR UNDER APPLICABLE MARYLAND LAW,  
30 INCLUDING BUT NOT LIMITED TO TRANSFER FEES; OR

31 (13) Require the tenant to pay transfer fees or other money for moving from one dwelling unit to  
32 another dwelling unit within an apartment complex during the lease period, but a landlord may withhold  
33 money from the security deposit on the original dwelling unit for damage to the unit and apply the  
34 remainder to the security deposit for the new unit [; or

1 (14) State that the lease is a contract under seal]].

2 **Section 2. *Be it further enacted by the County Council of Howard County, Maryland, that this Act shall***  
3 ***become effective 61 days after its enactment.***

4

Amendment 2 to Council Bill No. 14-2021

BY: David Yungmann

Legislative Day No. 6

Date: April 5, 2021

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".

5  
6 Also on page 1, in line 29, after "UNIT" insert "OR TERMINATE THE LEASE".

7  
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".

17  
18 Also on page 2, in line 6, strike “FLOOR OR” and, after “LEVEL,” insert “LOCATION,”.

19  
20 Also on page 2, in line 16, after “PROVIDED BY” insert “, AND SUBJECT TO THE CONDITIONS OF,”.

21  
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”.

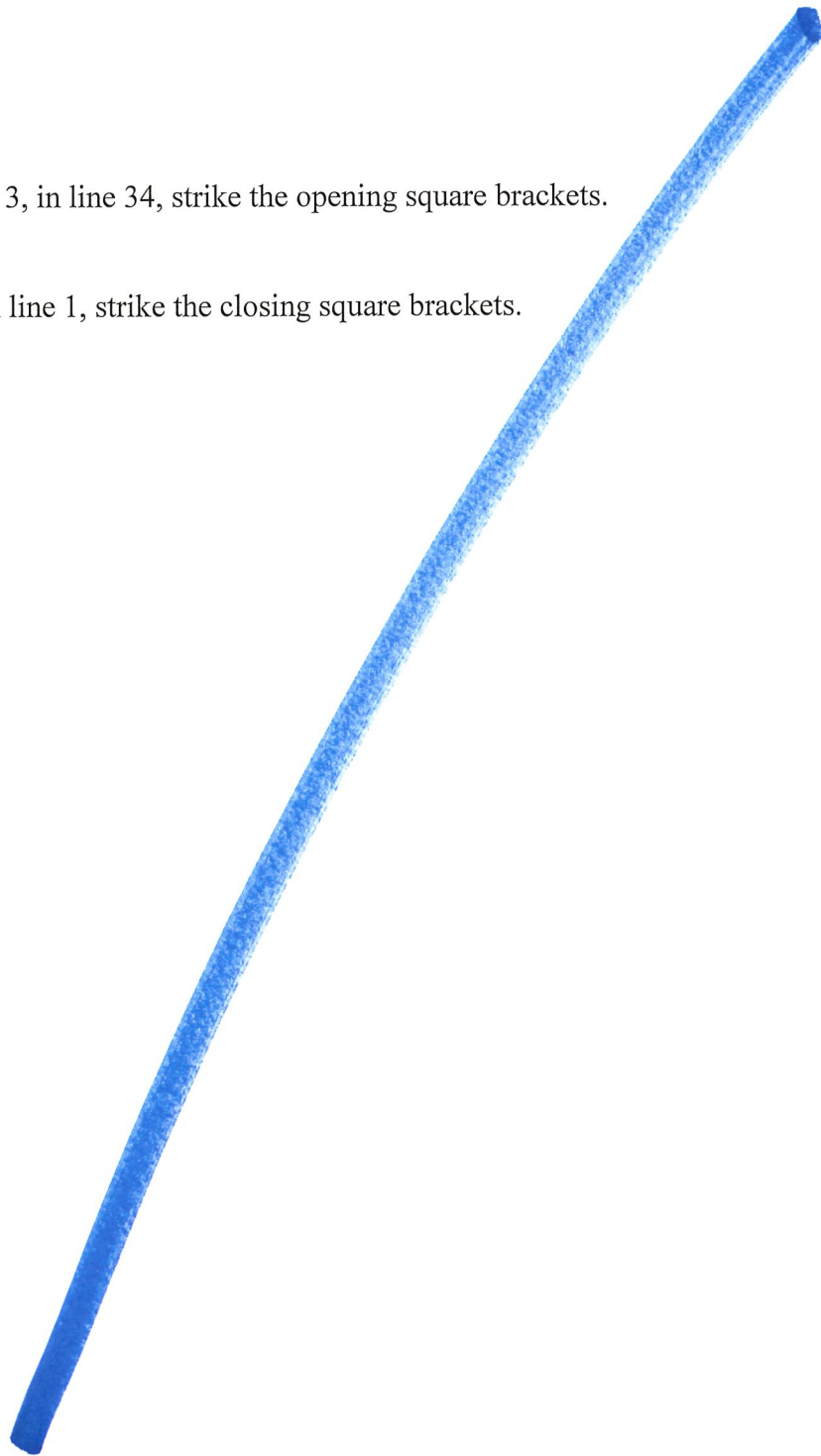


48

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

50

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





BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on April 6, 2021.

Michelle Harrod  
Michelle Harrod, 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council