

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

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 3¹⁰ a.m. (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.

3/1/2021 Tabled
 4/6/2021 Reopened Passed w/Am

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)*

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 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 NOTICE OF VIOLATION TO THE OWNER OR ITS AGENT FOR A VIOLATION AND THE VIOLATION IS NOT
32 ABATED AS REQUIRED BY A COURT ORDER BY THE DATE SPECIFIED IN THE NOTICE, 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 On page 3, strike beginning in line 12 "OR THAT THE LANDLORD" down through and
42 including "WEAR AND TEAR

43 Also on page 3, in line 15, before "WEAR" insert "ORDINARY".

44
45 Also on page 3, in line 17, strike "FOUR" and substitute "SIX".

46
47 Also on page 3, in line 31, after "money" insert "NOT OTHERWISE PERMITTED UNDER MARYLAND

'8 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
Michele Harrod
Council Administrator

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

BY: Christiana Rigby

Legislative Day No. 6

Date: April 5, 2021

Amendment No. 2

(This Amendment eliminates the need for a court order and clarifies the timeline for abatement.)

1 On page 2:

- 2 • in line 30, delete "CIVIL CITATION" and substitute "NOTICE OF VIOLATION"
- 3 • beginning in line 31 strike "AS REQUIRED BY A COURT ORDER" and substitute "BY THE DATE
- 4 SPECIFIED IN THE NOTICE".
- 5

I certify this is a true copy of
Amendment 2 to Am 2 to CB14-2021
passed on April 5, 2021
Michelle Stover
Council Administrator

Amendment 3 to Amendment 2 to Council Bill No. 14-2021

BY: Liz Walsh

Legislative Day No. 6

Date: April 5, 2021

Amendment No. 3

(This Amendment removes the proposed new authority of a landlord to collect certain costs.)

1 On page 2, strike lines 39 and 40.

2

3 On page 2, at line 41, insert:

4

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

7

8

I certify this is a true copy of
Amendment 3 to Am 2 to CB 14-2021
passed on April 5, 2021
Michelle O'Connell
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)*

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 FOR 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 of 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".

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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 TO THE OWNER OR ITS AGENT FOR A VIOLATION AND THE VIOLATION IS NOT ABATED AS REQUIRED BY A COURT ORDER, 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".

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 LAW".

18

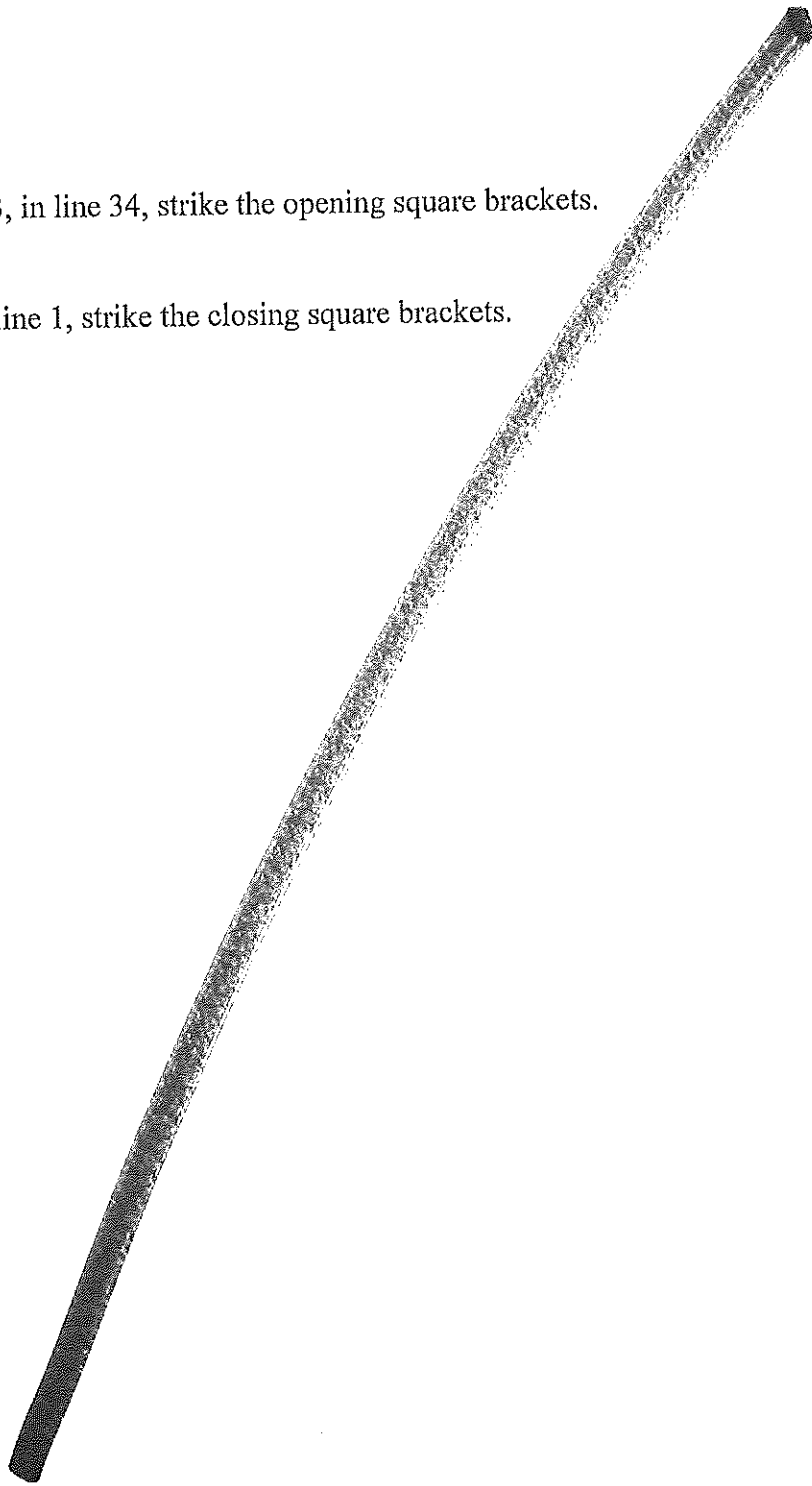
49

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.



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

Amendment 1 to Council Bill No. 14-2021

BY: David Yungmann

Legislative Day No. 5

Date: March 1, 2021

Amendment No. 1

(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; 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".

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, in line, 29, strike “THE VIOLATION” and substitute “A CONDITION OR DEFECT”.

27

28 Also on page 2, in line 34, after “VIOLATION” insert “OR CONDITION OR DEFECT”.

29

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

32

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

35

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

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

Amendment 1 to Amendment 2 to Council Bill No. 14-2021

BY: Deb Jung

Legislative Day No. 6

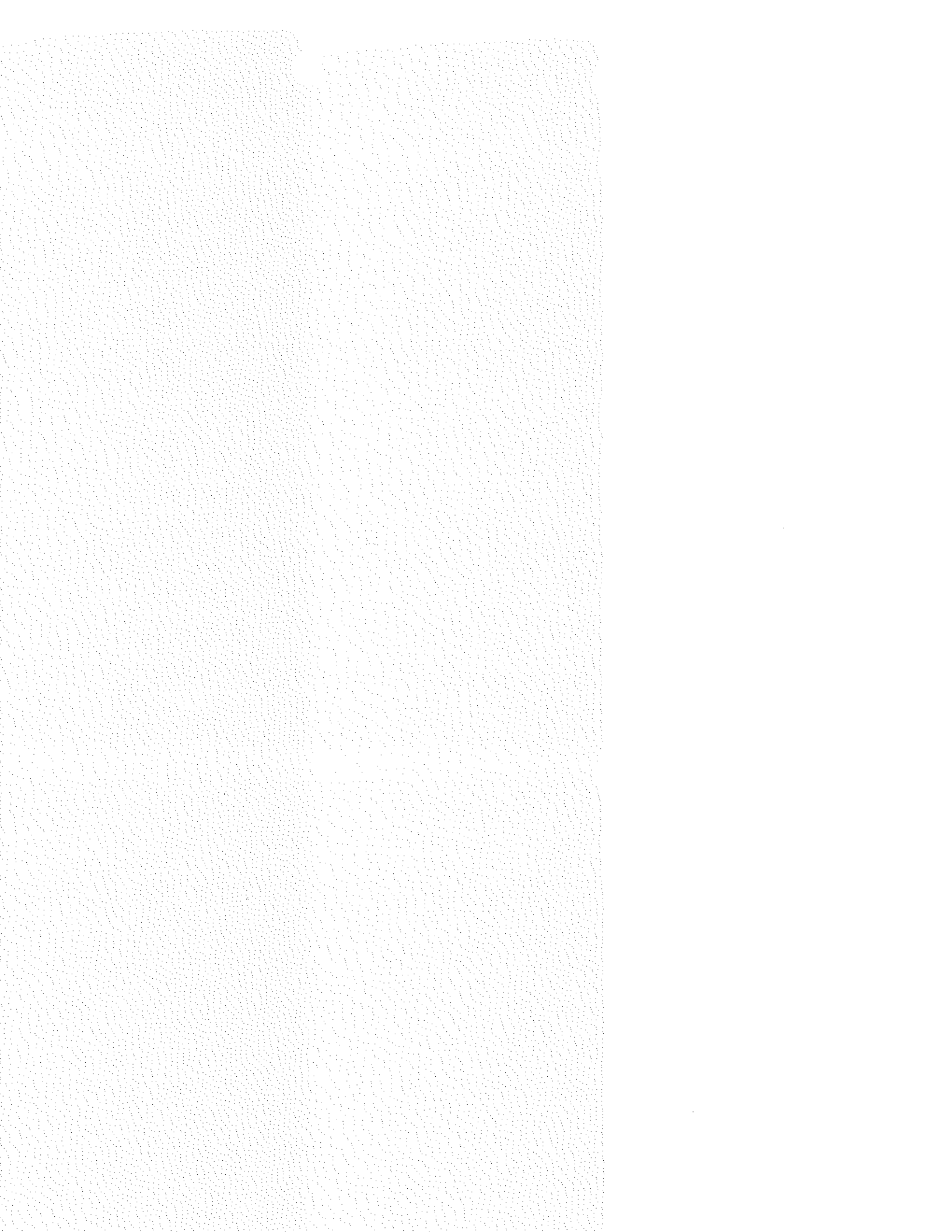
Date: April 5, 2021

Amendment No. 1

(This Amendment eliminates a requirement that a tenant pay court costs.)

1 On page 2, strike lines 39 and 40.

2



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

BY: Christiana Rigby

Legislative Day No. 6

Date: April 5, 2021

Amendment No. 2

(This Amendment eliminates the need for a court order and clarifies the timeline for abatement.)

1 On page 2:

- 2 • in line 30, delete "CIVIL CITATION" and substitute "NOTICE OF VIOLATION"
- 3 • beginning in line 31 strike "AS REQUIRED BY A COURT ORDER" and substitute "BY THE DATE
- 4 SPECIFIED IN THE NOTICE".

5

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

**Office of the County Auditor
Auditor's Analysis**

Council Bill 14-2021
Introduced: February 3, 2021
Auditor: Michelle R. Harrod

Fiscal Impact:

According to information provided by various County Departments, there will be nominal fiscal impact as a result of this legislation passing.

The Howard County Housing Commission (the Commission) has indicated they expect a nominal fiscal impact, but nothing that would disrupt the Commission's ability to serve low- and moderate-income renters. The Commission is unable to provide details regarding this impact.

The Department of Community Resources and Services and the Department of Inspections, Licenses and Permits (DILP) have indicated that changes to this section of County Code (Title 17 – Public Protection Services) can be handled with existing resources within their Departments.

Purpose:

The legislation proposes changes to the County Code as noted below in **Table A** (Title 17 – Public Protection Services, Subtitle 10 Landlord – Tenant Relations).

Other Comments:

None.

Table A
Title 17 – Public Protection Services,
Subtitle 10 – Landlord – Tenant Relations

Code Reference	Added / Removed	Details
Sec 17.1008(a)(2)	Added	<ul style="list-style-type: none"> • Before entering into a lease, the landlord can show the tenant a substantially similar dwelling; • The landlord must provide the tenant with access to view the specific unit prior to occupancy to document damages of systems included in the lease, and if damage is found the tenant may select a different unit; • Not later than seven days prior to occupancy, the tenant must be presented with a copy of the rental housing license or evidence of application for a license; and • The Landlord Tenant Assistance Publication must be provided in English and other languages.
Sec 17.1008(a)(3)	Added	<ul style="list-style-type: none"> • If the tenant is not shown a unit substantially similar, the landlord must show the tenant the features similar to their unit and provide a floor plan.
Sec 17.1008(c)	Added	<ul style="list-style-type: none"> • The tenant may terminate the lease based upon inspection of the unit if there are damages.
Sec 17.1009(b) (h)(1)(i)	Added	<ul style="list-style-type: none"> • The lease shall state: <ul style="list-style-type: none"> ○ If the owner fails to maintain a license for 15 consecutive days or more, the tenant may terminate the lease; ○ If DILP imposes a civil penalty, the owner does not abate, and the violation creates imminent danger, the tenant may terminate the lease or request a rent escrow account; and ○ If the tenant has an involuntary change of employment location of 50 miles or more, the tenant may terminate the lease after 60 days written notice.
Sec 17.1010(4)	Added	<ul style="list-style-type: none"> • The landlord can include in a lease costs incurred by the tenant if they did not pay rent or costs related to damages to property in excess of normal wear and tear.
Sec 17.1010(9) (12) (13)	Added	<ul style="list-style-type: none"> • Payments are delinquent and subject to penalty if they are four (instead of five) days late unless the tenant is in arrears from the previous month.
Sec 17.1010(12)	Added	<ul style="list-style-type: none"> • A lease may not require the tenant to pay any money other than other charges permitted in this subtitle or permitted by Maryland law including transfer fees.
Sec 17.1010(14)	Removed	<ul style="list-style-type: none"> • It is no longer required to state that the lease is a “contract under seal.”

Sayers, Margery

From: Lisa May <lisavm78@vt.edu>
Sent: Thursday, February 4, 2021 3:13 PM
To: CouncilMail
Subject: HCAR Comments on CB 14-2021
Attachments: HCAR Comments on CB 14-2021.pdf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Good afternoon,

On behalf of the Howard County Association of REALTORS, please see our attached comments in support of CB 14, amending the County's landlord and tenant provisions.

We greatly appreciate Council Member Yungmann's efforts to reach a consensus on this legislation and ask for your support.

If we can provide any additional information, please feel free to contact us at any time.

Sincerely,

Lisa May
HCAR Government Affairs Director



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

February 4, 2021

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

RE: CB 14-2021, Landlord-Tenant Relations

Chairperson Walsh and Members of the Council,

On behalf of the Howard County Association of REALTORS® (HCAR), an organization representing over 2,000 real estate professionals, we write to offer our support for CB 14-2021.

HCAR worked closely with the prior County Council on CB 20-2018, which instituted several new provisions within the County's Landlord-Tenant article. While that legislation was not perfect, it reflected a compromise which attempted to balance and respect the rights of both tenants and landlords in the County. It also attempted to account for all types of rental units, from the large apartment complex to the single-family residence. While that effort was largely successful, HCAR believes there is room for improvement.

As CB 20-2018 has taken effect, we have heard from rental owners and property managers that some of the title's provisions have been difficult to consistently implement as written, particularly for individual rental unit owners. These include providing evidence of the rental license, allowing for viewings and inspections of the rental unit on offer, and providing copies of the Tenant Assistance publication in additional languages. The amendments proposed in CB 14 provide practical ways for landlords to ensure compliance with the Act.

CB 14's other amendments allow rental owners to recover costs and financial losses they may incur during a tenancy. While there are certainly instances of landlords not meeting their obligations to tenants, there are unfortunately also tenants who cause financial harm to their landlords and damage their rental dwellings. In those instances, if a rental property owner cannot be made whole or believes that the risk of loss is too high, they will cease to be rental property owners. That results in fewer housing options and higher rental costs for Howard residents.



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

Finally, CB 14 adjusts the requirements for a tenant to terminate a lease agreement due to an involuntary change of employment. While generally REALTORS® believe that tenants should abide by their contractual obligations, we recognize that there are at times circumstances beyond their control which create a demonstrable hardship. The new CB 14 standard of adding to a tenant's current commuting distance strikes an appropriate balance in this regard.

HCAR supports CB 14-2021 as a modest adjustment to existing rental property regulations which will both aid landlord compliance and assure the continued supply of rental housing options in the County. We ask for your support of this bill.

Sincerely,

Shirley Matlock, CRS, ABR, ASP, CNE, EcoBROKER, ePRO, GRI, LTG, MRP, PMN, SFR, SRES
President
Howard County Association of REALTORS®

CB14-2021

Sayers, Margery

From: Jessie Keller <jkeller@mmhaonline.org>
Sent: Tuesday, February 16, 2021 7:33 PM
To: CouncilMail
Subject: CB14-2021 testimony
Attachments: MMHA- Howard County- CB14 2021_.pdf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Members of the Howard County Council,

Please see Maryland Multi-Housing Association's attached testimony in support of CB14-2021.

Thank You,

Jessie Keller
Government and Community Affairs Manager
Maryland Multi-Housing Association
410-413-1420
www.mmhaonline.org



TO: Howard County Council

FROM: Maryland Multi-Housing Association

SUBJECT: Council Bill 14-2021

DATE: February 10, 2021

POSITION: Favorable with amendment

This testimony is offered on behalf of Maryland Multi-Housing Association (MMHA). We are a professional trade association established in 1996, whose members consists of owners and managers of more than 210,000 rental housing homes in over 958 apartment communities. Our members house over 556,000 residents of the State of Maryland and we have 250 associate member companies who supply goods and services to the multi-housing industry. Lastly, MMHA members manage 93 apartment communities with over 22,300 units in Howard County.

In 2018, the Howard County Council approved CB 20-2018, which established a landlord-tenant ordinance in the County. We appreciate the previous Council's time in listening to MMHA's perspective and accepting some of our suggested amendments. Unfortunately, some of policies established in CB 20-2018 have made operating rental units in Howard County more burdensome, unclear, and at times riskier due to unit-showing requirements.

CB 14-2021 addresses obstacles resulting from implementation of the 2018 legislation. The bill allows for a housing provider to collect costs incurred due to tenants' nonpayment of rent, re-standardizes the grace period for when rent is due including when a tenant is already in arrears from the previous month and ensures a housing provider's right to due process as it applies to violations from the Department of Inspections, Licenses, and Permits. CB 14-2021 allows a housing provider to show a prospective resident a substantially similar unit while still permitting review of the actual unit and select a different unit or terminate the lease before occupancy if damage is found. Importantly, this bill also reduces the milage requirement and clarifies the process for a tenant requesting to terminate their lease due to an involuntary change of employment.

The Sponsor engaged a group of stakeholders, including MMHA and other housing advocacy groups to discuss and help craft this legislation. MMHA supports the bill's provisions that allows a housing provider to collect costs they incurred because a resident did not pay rent, ensures resident safety by permitting the showing of a substantially similar unit, creates uniformity with most of MD's other jurisdictions for the grace period, and ensures a housing provider's right to due process when appealing violations. We also appreciate that the bill includes several provisions that further protect and benefit tenants, including a reduction in mileage for when a tenant can terminate a lease due to employment and the ability to terminate a lease if a dwelling unit is substandard upon inspection before occupancy. As housing providers,



MARYLAND MULTI-HOUSING ASSOCIATION, INC.

we believe CB14-2021 is necessary to better protect residents and tenants alike and facilitate residential property management in Howard County.

Thank you for your consideration and for the reasons above, MMHA requests that the Council approve this legislation with the amendment.

For more information, please contact Jessie Keller 410.413.1420



HOWARD COUNTY COUNCIL
AFFIDAVIT OF AUTHORIZATION
TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, Jessie Keller, have been duly authorized by
(name of individual)

Maryland Multi-Housing Association to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB14-2021 to express the organization's
(bill or resolution number)

support for / opposition to / request to amend this legislation.
(Please circle one.)

Printed Name: _____

Signature: Jessie Keller Digitally signed by Jessie Keller
Date: 2021.02.14 19:58:26 -05'00'

Date: 2/14/2021

Organization: Maryland Multi-Housing Association

Organization Address: Owings Mills, MD 21117

Owings Mills, MD 21117

Number of Members: 870

Name of Chair/President: Jamie Lubliner

*This form can be submitted electronically via email to
councilmail@howardcountymd.gov no later than 2 hours prior to the start of the
Public Hearing.*



February 15, 2021

Liz Walsh
Opel Jones
Christiana Rigby
Deb Jung
David Yungmann

Dear Howard County Council members,

On behalf of Bridges to Housing Stability, Inc. in Howard County, I am writing in support CB14-21. Bridges to Housing Stability helps tenants find and move into safe, affordable housing, and also is a provider of forty four units of scattered site housing units.

Bridges is a member of the Howard County Association of Community Services (ACS), and greatly appreciate the Public Policy Committee of ACS being invited by Councilman Yungmann to review the bill prior to filing, and provide suggestions and opinions on wording within the changes. After meeting with Councilman Yungmann, and several email exchanges, the existing bill now provides protections for Howard County tenants as well as clarity, and reasonable expectations for property owners.

The clarity given within the bill on showing a substantially similar dwelling unit will help property owners in moving forward with renting units, yet also require that the tenant get to see a unit that has many of the same features as the one they will be renting. Also this allows the tenant to select a different unit if there is damage to the unit that they are moving into. Another good protection is providing the tenant with a copy of the rental license.

The change to Section 17.1009 (h)1 i is also a good compromise from the original bill. This maintains the protection to tenants to terminate their lease due to an involuntary change of employment, but acknowledges that an additional 50 mile commute, no matter what the current commute is, is likely a burden that will require a move.

Again, I thank Councilman Yungmann for his willingness to reach out to ACS and work with representatives from the committee that work in affordable housing during the drafting of the bill.

I hope you will support CB14-21 . Many thanks to all of you for your service to the County.

If you have any questions, please feel free to contact me anytime at 410-312-5760 ext. 117 or jennifer@bridges2hs.org

Thank you,

Jennifer Broderick, LCSW
Executive Director
Bridges to Housing Stability, Inc.
9520 Berger Rd. Suite 311
Columbia, MD, 21046



HOWARD COUNTY COUNCIL
AFFIDAVIT OF AUTHORIZATION
TO TESTIFY ON BEHALF OF AN ORGANIZATION

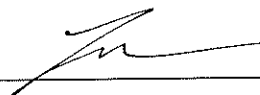
I, Jessica Burgard, have been duly authorized by
(name of individual)

Howard County Indivisible to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB14-2021 to express the organization's
(bill or resolution number)

support for / opposition to / request to amend this legislation.
(Please circle one.)

Printed Name: Jessica Elizabeth Burgard

Signature: 

Date: 2/15/21

Organization: Howard County Indivisible

Organization Address: IndivisibleHoCoMd@gmail.com

IndivisibleHoCoMd@gmail.com

Number of Members: _____

Name of Chair/President: Elizabeth Kato

This form can be submitted electronically via email to councilmail@howardcountymd.gov no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.