

HOUSE BILL 104

N1

(PRE-FILED)

11r1177

CF SB 401

By: **Delegate Stewart**

Requested: October 27, 2020

Introduced and read first time: January 13, 2021

Assigned to: Environment and Transportation

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 3, 2021

CHAPTER _____

1 AN ACT concerning

2 **Landlord–Tenant – Nonrenewal of Lease – Notice Requirements**

3 FOR the purpose of altering the period of time prior to the expiration of a tenancy that a
4 landlord is required to notify a tenant, in writing, of the intent to terminate a tenancy
5 upon expiration, subject to certain conditions; applying the notice provisions
6 Statewide; making stylistic changes; providing for the application of this Act; and
7 generally relating to required notices for landlord–tenant agreements.

8 BY repealing and reenacting, with amendments,

9 Article – Real Property

10 Section 8–402

11 Annotated Code of Maryland

12 (2015 Replacement Volume and 2020 Supplement)

13 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,

14 That the Laws of Maryland read as follows:

15 **Article – Real Property**

16 8–402.

17 (a) (1) A tenant under any periodic tenancy, or at the expiration of a lease, and
18 someone holding under the tenant, who shall unlawfully hold over beyond the expiration of

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 the lease or termination of the tenancy, shall be liable to the landlord for the actual
2 damages caused by the holding over.

3 (2) The damages awarded to a landlord against the tenant or someone
4 holding under the tenant, may not be less than the apportioned rent for the period of
5 holdover at the rate under the lease.

6 (3) (i) Any action to recover damages under this section may be brought
7 by suit separate from the eviction or removal proceeding or in the same action and in any
8 court having jurisdiction over the amount in issue.

9 (ii) The court may also give judgment in favor of the landlord for the
10 damages determined to be due together with costs of the suit if the court finds that the
11 residential tenant was personally served with a summons, or, in the case of a nonresidential
12 tenancy, there was such service of process or submission to the jurisdiction of the court as
13 would support a judgment in contract or tort.

14 (iii) A nonresidential tenant who was not personally served with a
15 summons shall not be subject to personal jurisdiction of the court if that tenant asserts that
16 the appearance is for the purpose of defending an in rem action prior to the time that
17 evidence is taken by the court.

18 (4) Nothing contained herein is intended to limit any other remedies which
19 a landlord may have against a holdover tenant under the lease or under applicable law.

20 (b) (1) (i) Where any tenancy is for any definite term or at will, and the
21 landlord shall desire to repossess the property after the expiration of the term for which it
22 was leased and shall give notice [in writing one month before the expiration of the term or
23 determination of the will] **AS REQUIRED UNDER SUBSECTION (C) OF THIS SECTION** to
24 the tenant or to the person actually in possession of the property to remove from the
25 property at the end of the term, and if the tenant or person in actual possession shall refuse
26 to comply, the landlord may make complaint in writing to the District Court of the county
27 where the property is located.

28 (ii) 1. The court shall issue a summons directed to any constable
29 or sheriff of the county entitled to serve process, ordering the constable or sheriff to notify
30 the tenant, assignee, or subtenant to appear on a day stated in the summons before the
31 court to show cause why restitution should not be made to the landlord.

32 2. The constable or sheriff shall serve the summons on the
33 tenant, assignee, or subtenant on the property, or on the known or authorized agent of the
34 tenant, assignee, or subtenant.

35 3. If, for any reason those persons cannot be found, the
36 constable or sheriff shall affix an attested copy of the summons conspicuously on the
37 property.

4. After notice to the tenant, assignee, or subtenant by
first-class mail, the affixing of the summons on the property shall be conclusively presumed
to be a sufficient service to support restitution.

33 (v) If the judgment of the District Court shall be in favor of the
34 landlord, a warrant shall be issued by the appellate court to the sheriff, who shall proceed
35 forthwith to execute the warrant.

1 six months before the expiration of the current year of the tenancy; and in monthly or
2 weekly tenancies, a notice in writing of one month or one week, as the case may be, shall
3 be so given.

4 (ii) This paragraph, so far as it relates to notices, does not apply in
5 Baltimore City.

6 (iii) In Montgomery County, except in the case of single family
7 dwellings, the notice by the landlord shall be two months in the case of residential tenancies
8 with a term of at least month to month but less than from year to year.]

9 (C) (1) THIS SUBSECTION APPLIES TO ALL CASES OF TENANCIES AT THE
10 EXPIRATION OF A STATED TERM, TENANCIES FROM YEAR TO YEAR, TENANCIES
11 FROM MONTH TO MONTH, AND TENANCIES FROM WEEK TO WEEK.

12 (2) EXCEPT AS PROVIDED IN PARAGRAPH (3) OF THIS SUBSECTION, A
13 LANDLORD SHALL PROVIDE WRITTEN NOTICE OF THE INTENT TO TERMINATE A
14 TENANCY:

15 (I) IF THE PARTIES HAVE A WRITTEN LEASE FOR A STATED
16 TERM IN EXCESS OF 1 WEEK OR A TENANCY FROM MONTH TO MONTH:

17 1. ~~2 MONTHS 60 DAYS~~ BEFORE THE EXPIRATION OF THE
18 TENANCY FOR TENANTS THAT HAVE RESIDED CONTINUOUSLY IN THE SAME
19 PREMISES FOR 2 YEARS OR LESS; OR

20 2. ~~3 MONTHS 90 DAYS~~ BEFORE THE EXPIRATION OF THE
21 TENANCY FOR TENANTS THAT HAVE RESIDED CONTINUOUSLY IN THE SAME
22 PREMISES FOR MORE THAN 2 YEARS;

23 (II) IN THE CASE OF TENANCIES FROM YEAR TO YEAR,
24 INCLUDING TOBACCO FARM TENANCIES FROM YEAR TO YEAR BUT EXCLUDING ALL
25 OTHER FARM TENANCIES FROM YEAR TO YEAR, ~~3 MONTHS 90 DAYS~~ BEFORE THE
26 EXPIRATION OF THE CURRENT YEAR OF THE TENANCY;

27 (III) IN THE CASE OF TENANCIES FROM YEAR TO YEAR FOR ALL
28 OTHER FARM TENANCIES, ~~6 MONTHS 180 DAYS~~ BEFORE THE EXPIRATION OF THE
29 CURRENT YEAR OF THE TENANCY; AND

30 (IV) IN THE CASE OF TENANCIES FROM WEEK TO WEEK:

31 1. IF THE PARTIES HAVE A WRITTEN LEASE, ~~1 WEEK 7~~
32 1 WEEK 7 DAYS BEFORE THE EXPIRATION OF THE TENANCY; OR

**2. IF THE PARTIES DO NOT HAVE A WRITTEN LEASE, §
E THE EXPIRATION OF THE TENANCY.**

3 [(4)] (3) (I) When the tenant shall give notice by parol to the landlord
4 or to the landlord's agent or representatives, at least ~~one~~ 1 month 30 DAYS before the
5 expiration of the lease or tenancy in all cases except in cases of tenancies from year to year,
6 and at least ~~three~~ 3 months' 90 DAYS' notice in all cases of tenancy from year to year
7 (except in all cases of farm tenancy, the notice shall be ~~six~~ 6 months' 180 DAYS), of the
8 intention of the tenant to remove at the end of that year and to surrender possession of the
9 property at that time, and the landlord, the landlord's agent, or representative shall prove
10 the notice from the tenant by competent testimony, it shall not be necessary for the
11 landlord, the landlord's agent or representative to provide a written notice to the tenant,
12 but the proof of such notice from the tenant as aforesaid shall entitle the landlord to recover
13 possession of the property hereunder.

14 (II) This paragraph shall not apply in Baltimore City.

15 **[(5)] (4) (I)** Acceptance of any payment after notice but before eviction
16 shall not operate as a waiver of any notice to quit, notice of intent to vacate or any judgment
17 for possession unless the parties specifically otherwise agree in writing.

25 **[(c)] (D)** Unless stated otherwise in the written lease and initialed by the tenant,
26 when a landlord consents to a holdover tenant remaining on the premises, the holdover
27 tenant becomes a periodic week-to-week tenant if the tenant was a week-to-week tenant
28 before the tenant's holding over, and a periodic month-to-month tenant in all other cases.

29 SECTION 2. AND BE IT FURTHER ENACTED, That Section 1 of this Act shall be
30 construed to apply:

31 (1) to any residential lease in the State executed on or after October 1,
32 2021; and

33 (2) beginning October 1, 2021, to any residential lease in the State that:

34 (i) was executed before October 1, 2021; and

(ii) has expired and resulted in a ~~holdover tenancy~~ tenancy created under § 8–402(d) of the Real Property Article, as enacted by Section 1 of this Act, on or after October 1, 2021.

4 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
5 October 1, 2021.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.