

HOUSE BILL 1060

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6lr2992

By: **Delegates Morales, Branch, Carr, Carter, Fraser-Hidalgo, Knotts, Lam, Luedtke, S. Robinson, Turner, Walker, and P. Young**

Introduced and read first time: February 11, 2016

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Model Residential Leases – Required Contents**

3 FOR the purpose of requiring a model lease provided by a county for use for residential
4 rental property to contain certain notices and information; and generally relating to
5 residential leases.

6 BY adding to

7 Article – Real Property

8 Section 8–209

9 Annotated Code of Maryland

10 (2015 Replacement Volume)

11 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
12 That the Laws of Maryland read as follows:

13 **Article – Real Property**

14 **8–209.**

15 **IF A COUNTY PROVIDES A MODEL LEASE FOR USE FOR RESIDENTIAL RENTAL**
16 **PROPERTY, THE MODEL LEASE SHALL CONTAIN:**

17 **(1) A NOTICE TO THE TENANT THAT:**

18 **(i) THE LANDLORD IS REQUIRED TO RETURN THE SECURITY**
19 **DEPOSIT TO THE TENANT WITH ACCRUED INTEREST, LESS ANY DAMAGES**
20 **RIGHTFULLY WITHHELD, WITHIN 45 DAYS AFTER THE TENANCY ENDS; AND**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 **(II) IF THE LANDLORD, WITHOUT A REASONABLE BASIS, FAILS**
2 **TO RETURN ANY PART OF THE SECURITY DEPOSIT, PLUS ACCRUED INTEREST,**
3 **WITHIN 45 DAYS AFTER THE TENANCY ENDS, THE TENANT HAS AN ACTION FOR UP**
4 **TO THREE TIMES THE WITHHELD AMOUNT, PLUS REASONABLE ATTORNEY’S FEES;**

5 **(2) A NOTICE TO THE TENANT THAT:**

6 **(I) IF THE TENANT GIVES NOTICE TO THE LANDLORD OF A**
7 **CONDITION OR DEFECT IN THE RESIDENTIAL DWELLING UNIT THAT CONSTITUTES A**
8 **FIRE HAZARD OR A SERIOUS OR SUBSTANTIAL THREAT TO THE LIFE, HEALTH, OR**
9 **SAFETY OF THE OCCUPANTS, AND THE LANDLORD FAILS TO MAKE REPAIRS OR**
10 **CORRECT THE CONDITION WITHIN A REASONABLE TIME, THE TENANT MAY BRING A**
11 **RENT ESCROW ACTION TO PAY RENT INTO COURT, OR REFUSE TO PAY RENT AND**
12 **RAISE THE EXISTENCE OF THE CONDITION OR DEFECT AS AN AFFIRMATIVE DEFENSE**
13 **TO AN ACTION BROUGHT BY THE LANDLORD TO RECOVER RENT OR THE POSSESSION**
14 **OF THE LEASED PREMISES; AND**

15 **(II) IF THE LANDLORD FAILS TO COMPLY WITH THE**
16 **APPLICABLE RISK REDUCTION STANDARD FOR LEAD PAINT, THE TENANT MAY**
17 **DEPOSIT THE RENT WITH THE DISTRICT COURT OF MARYLAND FOR THE DISTRICT**
18 **IN WHICH THE PROPERTY IS LOCATED;**

19 **(3) A NOTICE TO THE TENANT THAT IF THE TENANT IS A VICTIM OF**
20 **DOMESTIC VIOLENCE OR SEXUAL ASSAULT, THE TENANT MAY:**

21 **(I) TERMINATE THE TENANT’S FUTURE LIABILITY UNDER THE**
22 **LEASE AND VACATE THE PREMISES WITHIN 30 DAYS AFTER GIVING WRITTEN NOTICE**
23 **TO THE LANDLORD IN ACCORDANCE WITH SUBTITLE 5A OF THIS TITLE; OR**

24 **(II) PROVIDE A WRITTEN REQUEST TO THE LANDLORD IN**
25 **ACCORDANCE WITH SUBTITLE 5A OF THIS TITLE TO CHANGE THE LOCKS OF THE**
26 **LEASED PREMISES, IF A PROTECTIVE ORDER OR PEACE ORDER ISSUED FOR THE**
27 **BENEFIT OF THE TENANT OR A LEGAL OCCUPANT REQUIRES THE RESPONDENT TO**
28 **REFRAIN FROM ENTERING OR TO VACATE THE RESIDENCE OF THE TENANT OR**
29 **LEGAL OCCUPANT; AND**

30 **(4) A SUMMARY OF THE EVICTION PROCESS.**

31 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
32 October 1, 2016.