

HOUSE BILL 52

N1, D1, D3

(PRE-FILED)

11r1408
CF SB 454

By: **Delegate Wells**

Requested: October 30, 2020

Introduced and read first time: January 13, 2021

Assigned to: Judiciary and Environment and Transportation

Committee Report: Favorable with amendments

House action: Adopted with floor amendments

Read second time: March 4, 2021

CHAPTER _____

1 AN ACT concerning

2 **Real Property – Eviction Actions – Alterations in Actions for Repossession**
3 **~~and Establishment of Eviction Diversion Program~~**

4 FOR the purpose of ~~establishing the Eviction Diversion Program; providing for the purpose~~
5 ~~and activities of the Program; requiring the Chief Judge of the District Court to~~
6 ~~establish a Program in a District Court sitting in a county under certain~~
7 ~~circumstances; authorizing the Chief Judge of the District Court to establish a~~
8 ~~Program in the District Court sitting a county under certain circumstances;~~
9 ~~requiring that a landlord provide a certain statement to the tenant within a certain~~
10 ~~period of time after receiving a certain request from the tenant; authorizing a~~
11 ~~landlord to provide a certain statement in a certain manner under certain~~
12 ~~circumstances;~~ establishing that certain procedural notice requirements must be
13 fulfilled prior to the filing of a complaint by a landlord or a landlord's duly qualified
14 agent for the repossession of residential rental property for failure to pay rent;
15 ~~repealing the requirement that a certain constable or sheriff notify certain~~
16 ~~individuals to appear at certain trials; requiring the court to direct a certain~~
17 ~~constable or sheriff to notify certain individuals to appear at certain status~~
18 ~~conferences under certain circumstances;~~ requiring that, before a landlord may file
19 a complaint to repossess property for the failure to pay rent, the landlord deliver
20 certain written notice containing certain information to a tenant in a certain manner;
21 ~~requiring a landlord to make certain efforts to resolve a claim for past due rent prior~~
22 ~~to filing a complaint in court; requiring that certain efforts to resolve a claim of past~~
23 ~~due rent be complete before a landlord may file a complaint to repossess property for~~
24 ~~the failure to pay rent; providing that certain requirements are deemed satisfied~~

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.



~~under certain circumstances; altering the number of days before a tenant must appear before the court after the filing of a complaint to repossess property for the failure to pay rent; requiring a landlord to file a certain statement containing certain information with a complaint to repossess property for the failure to pay rent; authorizing a tenant to challenge assertions made in a certain statement by a landlord in a certain manner; repealing the authorization for a court to adjourn a certain trial for a certain period of time under certain circumstances; requiring a court to grant a continuance under certain circumstances; authorizing the court to grant further continuances under certain circumstances; requiring a landlord and a tenant to appear before the court for a status conference within a certain period of time following the filing of a complaint to repossess property for the failure to pay rent; providing for the procedures of a certain status conference; repealing a certain provision of law prohibiting certain information from being an issue of fact; repealing a certain provision of law authorizing a court to adjourn a trial for a certain purpose; repealing the requirement that a court enter a certain judgment under certain circumstances; altering the number of days after a trial that a court is required to order that the repossession of certain premises be given to the landlord or the landlord's duly authorized agent or attorney; repealing the requirement that a certain certificate be presented before the court may make a certain order; authorizing the court to delay returning possession of residential rental property to a landlord or a landlord's duly authorized agent or attorney for a certain number of days under certain circumstances; altering the number of days during which a tenant has to comply with a certain order before the court is required to issue a certain warrant; authorizing the court to order an emergency stay of execution of a certain warrant under certain circumstances; altering the number of days during which the tenant or the landlord may appeal from a certain judgment; making certain conforming changes; defining certain terms; and generally relating to eviction actions for and repossession of residential rental property and the Eviction Diversion Program.~~

~~BY adding to~~

~~Article — Courts and Judicial Proceedings~~

~~Section 4-501 through 4-503 to be under the new subtitle “Subtitle 5. Eviction Diversion Program”~~

~~Annotated Code of Maryland~~

~~(2020 Replacement Volume)~~

BY repealing and reenacting, with amendments,

Article – Real Property

Section ~~8-208.3~~ and 8-401, 8-402, and 8-402.1

Annotated Code of Maryland

(2015 Replacement Volume and 2020 Supplement)

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

That the Laws of Maryland read as follows:

~~Article — Courts and Judicial Proceedings~~

~~SUBTITLE 5. EVICTION DIVERSION PROGRAM.~~

~~4-501.~~

~~(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.~~

~~(B) "EVICTION PREVENTION SERVICE PROVIDER" MEANS A GOVERNMENTAL, NONPROFIT, OR CHARITABLE ORGANIZATION THAT PROVIDES THE FOLLOWING SERVICES FOR THE PURPOSE OF PREVENTING HOUSING INSECURITY, EVICTION, OR HOMELESSNESS:~~

~~(1) SOCIAL WORK SERVICES;~~

~~(2) COUNSELING;~~

~~(3) FINANCIAL ASSISTANCE FOR RENT OR RELOCATION;~~

~~(4) ALTERNATIVE DISPUTE RESOLUTION; OR~~

~~(5) CIVIL LEGAL AID.~~

~~(C) "PROGRAM" MEANS THE EVICTION DIVERSION PROGRAM.~~

~~4-502.~~

~~(A) THERE IS AN EVICTION DIVERSION PROGRAM IN THE DISTRICT COURT.~~

~~(B) THE PURPOSE OF THE PROGRAM IS TO REDUCE THE INCIDENCE OF JUDGMENTS FOR REPOSSESSION OF RESIDENTIAL PROPERTY AND TO PROMOTE CONTINUITY OF HOUSING.~~

~~4-503.~~

~~(A) (1) THE CHIEF JUDGE OF THE DISTRICT COURT SHALL ESTABLISH A PROGRAM FOR EACH COUNTY THAT PROCESSED 10,000 OR MORE CLAIMS FOR THE REPOSSESSION OF RESIDENTIAL PROPERTY IN FISCAL YEAR 2019.~~

~~(2) THE CHIEF JUDGE OF THE DISTRICT COURT MAY ESTABLISH A PROGRAM FOR A COUNTY THAT PROCESSED FEWER THAN 10,000 CLAIMS FOR THE REPOSSESSION OF RESIDENTIAL PROPERTY IN FISCAL YEAR 2019.~~

~~(B) EACH PROGRAM SHALL:~~

1 ~~(1) FACILITATE AT COURT OR REMOTE SCREENING OF TENANTS AND~~
 2 ~~THE PROVISION OF EVICTION PREVENTION SERVICE PROVIDER SERVICES AS~~
 3 ~~APPROPRIATE; AND~~

4 ~~(2) OPERATE IN SUPPORT OF THE DISTRICT COURT'S DOCKET~~
 5 ~~MANAGEMENT FOR ACTIONS UNDER TITLE 8, SUBTITLE 4 OF THE REAL PROPERTY~~
 6 ~~ARTICLE.~~

7 Article – Real Property

8 ~~§ 208.3.~~

9 ~~(A) Every landlord shall maintain a records system showing the dates and~~
 10 ~~amounts of rent paid to the landlord by the tenant or tenants and showing also the fact~~
 11 ~~that a receipt of some form was given to each tenant for each cash payment of rent.~~

12 ~~(B) (1) WITHIN 5 DAYS AFTER RECEIVING A REQUEST FROM A TENANT, A~~
 13 ~~LANDLORD SHALL PROVIDE THE TENANT WITH A WRITTEN STATEMENT THAT:~~

14 ~~(I) LISTS ALL DEBTS AND CREDITS MADE DURING THE~~
 15 ~~TENANCY; AND~~

16 ~~(II) IDENTIFIES ANY PAST DUE RENT THAT THE TENANT MUST~~
 17 ~~PAY IN ORDER TO MAINTAIN THE TENANCY.~~

18 ~~(2) IF A TENANT HAS PROVIDED AN E MAIL ADDRESS TO THE~~
 19 ~~LANDLORD, THE LANDLORD MAY PROVIDE THE WRITTEN STATEMENT UNDER~~
 20 ~~PARAGRAPH (1) OF THIS SUBSECTION VIA E MAIL.~~

21 ~~§ 401.~~

22 ~~(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS~~
 23 ~~INDICATED.~~

24 ~~(2) "EVICTION DIVERSION PROGRAM" MEANS AN EVICTION~~
 25 ~~DIVERSION PROGRAM ESTABLISHED UNDER TITLE 4, SUBTITLE 5 OF THE COURTS~~
 26 ~~ARTICLE.~~

27 ~~(3) "SERVICE PROVIDER" MEANS AN EVICTION PREVENTION SERVICE~~
 28 ~~PROVIDER AS DEFINED IN § 4-501 OF THE COURTS ARTICLE.~~

29 ~~[(a)] (B)~~ Whenever the tenant or tenants fail to pay the rent when due and
 30 payable, it shall be lawful for the landlord to have again and repossess the premises IN
 31 ACCORDANCE WITH THIS SECTION.

1 ~~[(b)]~~ ~~(c)~~ (1) Whenever any landlord shall desire to repossess any premises to
2 which the landlord is entitled under the provisions of subsection ~~[(a)]~~ ~~(b)~~ of this section,
3 the landlord or the landlord's duly qualified agent or attorney shall **ENSURE THAT THE**
4 **LANDLORD HAS COMPLETED THE PROCEDURES REQUIRED UNDER SUBSECTION ~~(b)~~**
5 **(C) OF THIS SECTION.**

6 **(2) AFTER COMPLETING THE PROCEDURES REQUIRED UNDER**
7 **SUBSECTION ~~(b)~~ (C) OF THIS SECTION, A LANDLORD OR THE LANDLORD'S DULY**
8 **QUALIFIED AGENT OR ATTORNEY MAY** file the landlord's written complaint under oath
9 or affirmation, in the District Court of the county wherein the property is situated:

10 (i) Describing in general terms the property sought to be
11 repossessed;

12 (ii) Setting forth the name of each tenant to whom the property is
13 rented or any assignee or subtenant;

14 (iii) Stating the amount of rent and any late fees due and unpaid, less
15 the amount of any utility bills, fees, or security deposits paid by a tenant under § 7-309 of
16 the Public Utilities Article;

17 (iv) Requesting to repossess the premises and, if requested by the
18 landlord, a judgment for the amount of rent due, costs, and any late fees, less the amount
19 of any utility bills, fees, or security deposits paid by a tenant under § 7-309 of the Public
20 Utilities Article;

21 (v) If applicable, stating that, to the best of the landlord's knowledge,
22 the tenant is deceased, intestate, and without next of kin; and

23 (vi) If the property to be repossessed is an affected property as
24 defined in § 6-801 of the Environment Article, stating that the landlord has registered the
25 affected property as required under § 6-811 of the Environment Article and renewed the
26 registration as required under § 6-812 of the Environment Article and:

27 1. A. If the current tenant moved into the property on or
28 after February 24, 1996, stating the inspection certificate number for the inspection
29 conducted for the current tenancy as required under § 6-815(c) of the Environment Article;
30 or

31 B. On or after February 24, 2006, stating the inspection
32 certificate number for the inspection conducted for the current tenancy as required under
33 § 6-815(c), § 6-817(b), or § 6-819(f) of the Environment Article; or

34 2. Stating that the owner is unable to provide an inspection
35 certificate number because:

1 A. The owner has requested that the tenant allow the owner
2 access to the property to perform the work required under Title 6, Subtitle 8 of the
3 Environment Article;

4 B. The owner has offered to relocate the tenant in order to
5 allow the owner to perform work if the work will disturb the paint on the interior surfaces
6 of the property and to pay the reasonable expenses the tenant would incur directly related
7 to the relocation; and

8 C. The tenant has refused to allow access to the owner or
9 refused to vacate the property in order for the owner to perform the required work.

10 (2) For the purpose of the court's determination under subsection [(c)] ~~(F)~~
11 **(E)** of this section the landlord shall also specify the amount of rent due for each rental
12 period under the lease, the day that the rent is due for each rental period, and any late fees
13 for overdue rent payments.

14 (3) The District Court shall issue its summons, directed to any constable or
15 sheriff of the county entitled to serve process, and ordering the constable or sheriff to notify
16 the tenant, assignee, or subtenant by first-class mail:

17 (i) To appear before the District Court at the ~~trial~~ to be held on the
18 ~~fifth~~ **SEVENTH** day after the filing of the complaint] ~~STATUS CONFERENCE UNDER~~
19 ~~SUBSECTION (F) OF THIS SECTION~~; and

20 (ii) To answer the landlord's complaint to show cause why the
21 demand of the landlord should not be granted.

22 (4) (i) The constable or sheriff shall proceed to serve the summons upon
23 the tenant, assignee, or subtenant or their known or authorized agent as follows:

24 1. If personal service is requested and any of the persons
25 whom the sheriff shall serve is found on the property, the sheriff shall serve any such
26 persons; or

27 2. If personal service is requested and none of the persons
28 whom the sheriff is directed to serve shall be found on the property and, in all cases where
29 personal service is not requested, the constable or sheriff shall affix an attested copy of the
30 summons conspicuously upon the property.

31 (ii) The affixing of the summons upon the property after due
32 notification to the tenant, assignee, or subtenant by first-class mail shall conclusively be
33 presumed to be a sufficient service to all persons to support the entry of a default judgment
34 for possession of the premises, together with court costs, in favor of the landlord, but it shall
35 not be sufficient service to support a default judgment in favor of the landlord for the
36 amount of rent due.

1 (5) Notwithstanding the provisions of paragraphs (1) through (4) of this
2 subsection:

3 (i) In an action to repossess nonresidential property under this
4 section, service of process on a tenant:

5 1. Shall be directed to the sheriff of the appropriate county
6 or municipality; and

7 2. On plaintiff's request, may be directed to any person
8 authorized under the Maryland Rules to serve process; and

9 (ii) In Wicomico County, in an action to repossess any premises
10 under this section, service of process on a tenant may be directed to any person authorized
11 under the Maryland Rules to serve process.

12 (6) (i) Notwithstanding the provisions of paragraphs (3) through (5) of
13 this subsection, if the landlord certifies to the court in the written complaint required under
14 paragraph (1) of this subsection that, to the best of the landlord's knowledge, the tenant is
15 deceased, intestate, and without next of kin, the District Court shall issue its summons,
16 directed to any constable or sheriff of the county entitled to serve process, and ordering the
17 constable or sheriff to notify the occupant of the premises or the next of kin of the deceased
18 tenant, if known, by personal service:

19 1. To appear before the District Court at the [trial to be held
20 on the ~~fifth~~ SEVENTH day after the filing of the complaint] ~~STATUS CONFERENCE UNDER~~
21 ~~SUBSECTION (F) OF THIS SECTION~~; and

22 2. To answer the landlord's complaint to show cause why the
23 demand of the landlord should not be granted.

24 (ii) 1. The constable or sheriff shall proceed to serve the
25 summons upon the occupant of the premises or the next of kin of the deceased tenant, if
26 known, as follows:

27 A. If any of the persons whom the sheriff is directed to serve
28 are found on the property or at another known address, the sheriff shall serve any such
29 persons; or

30 B. If none of the persons whom the sheriff is directed to serve
31 are found on the property or at another known address, the constable or sheriff shall affix
32 an attested copy of the summons conspicuously upon the property.

33 2. The affixing of the summons upon the property shall
34 conclusively be presumed to be a sufficient service to all persons to support the entry of a
35 default judgment for possession of the premises, together with court costs, in favor of the

1 landlord, but it shall not be sufficient service to support a default judgment in favor of the
2 landlord for the amount of rent due.

3 ~~(D)~~ **(C)** (1) BEFORE A LANDLORD MAY FILE A COMPLAINT UNDER THIS
4 SECTION, THE LANDLORD SHALL DELIVER TO THE TENANT WRITTEN NOTICE THAT
5 INCLUDES:

6 (I) THE FOLLOWING HEADING AND SUBHEADING IN 16 POINT
7 TYPE AND 14 POINT TYPE, RESPECTIVELY:

8 “NOTICE OF DELINQUENCY AND LEGAL RIGHTS
9 THIS IS NOT AN EVICTION NOTICE”;

10 (II) THE DATE OF THE NOTICE AND A DESCRIPTION OF THE
11 MANNER OF DELIVERY OF THE NOTICE;

12 (III) A DESCRIPTION OF THE PAST DUE RENT IN DISPUTE,
13 INCLUDING:

14 1. THE AMOUNTS OF RENT AND LATE FEES DUE TO THE
15 LANDLORD, EXCLUDING CHARGES RELATED TO UTILITIES, SERVICES, OTHER FEES,
16 FINES, OR COURT COSTS; AND

17 2. THE SPECIFIC PERIODS OF TIME TO WHICH THE PAST
18 DUE RENT AND FEES CORRESPOND;

19 (IV) A STATEMENT INFORMING THE TENANT THAT, ON REQUEST
20 OF THE TENANT, THE LANDLORD WILL PROMPTLY PROVIDE AN ITEMIZED
21 ACCOUNTING OF DEBITS AND CREDITS;

22 (V) ~~A REQUEST THAT THE TENANT APPLY FOR FINANCIAL~~
23 ~~ASSISTANCE FROM A SERVICE PROVIDER OR THAT THE TENANT NEGOTIATE A~~
24 ~~PAYMENT PLAN THROUGH:~~

25 ~~1. THE DISTRICT COURT ALTERNATIVE DISPUTE~~
26 ~~RESOLUTION OFFICE; OR~~

27 ~~2. THE EVICTION DIVERSION PROGRAM STATEMENT~~
28 ~~CONTAINING INFORMATION ON RENTAL ASSISTANCE PROGRAMS;~~

29 (VI) THE CONTACT INFORMATION OF THE LANDLORD IN BOLD,
30 14 POINT TYPE;

1 (VII) A STATEMENT THAT THE LANDLORD MAY INITIATE AN
 2 ACTION FOR REPOSSESSION IN THE DISTRICT COURT IF THE TENANT DOES NOT
 3 ~~RESPOND CURE~~ WITHIN ~~10~~ 7 DAYS AFTER DELIVERY OF THE WRITTEN NOTICE AND
 4 THAT THE TENANT HAS THE LEGAL RIGHT TO DISPUTE THE CHARGES;

5 (VIII) CONTACT INFORMATION FOR ~~A SERVICE PROVIDER AND~~
 6 ~~CORRESPONDING INFORMATION REGARDING FINANCIAL AND LEGAL AID~~
 7 NONPROFIT LEGAL SERVICES ORGANIZATIONS THAT MAY PROVIDE LEGAL ADVICE
 8 OR REPRESENTATION TO THE TENANT, AS COMPILED BY THE MARYLAND LEGAL
 9 SERVICES CORPORATION; AND

10 (IX) CONTACT INFORMATION FOR THE FOLLOWING RESOURCES
 11 OF THE COURT:

12 1. ~~IF ESTABLISHED AT THE DISTRICT COURT OF THE~~
 13 ~~COUNTY WHERE THE PROPERTY IS SITUATED, THE EVICTION DIVERSION PROGRAM;~~

14 ~~2.~~ 2. THE ALTERNATIVE DISPUTE RESOLUTION OFFICE;
 15 AND

16 ~~3.~~ 2. THE SELF-HELP CENTER.

17 (2) THE WRITTEN NOTICE REQUIRED UNDER PARAGRAPH (1) OF THIS
 18 SUBSECTION SHALL ~~BE~~ INCLUDE AT LEAST TWO DIFFERENT TYPES OF THE
 19 FOLLOWING FORMS OF NOTICE:

20 (I) DELIVERED BY FIRST-CLASS MAIL;

21 (II) ~~AND AFFIXED~~ AFFIXED TO THE DOOR OF THE PREMISES; OR

22 ~~(H)~~ (III) IF ELECTED BY THE TENANT, ~~DELIVERED BY E-MAIL~~
 23 ELECTRONIC DELIVERY IN THE FORM OF ONE OF THE FOLLOWING:

24 1. AN E-MAIL MESSAGE; OR

25 2. A TEXT MESSAGE.

26 ~~(3) ON DELIVERY OF THE NOTICE REQUIRED UNDER PARAGRAPH (1)~~
 27 ~~OF THIS SUBSECTION AND FOR 10 7 DAYS AFTER THE DATE OF DELIVERY, THE~~
 28 ~~LANDLORD SHALL MAKE AFFIRMATIVE, GOOD FAITH EFFORTS TO RESOLVE THE~~
 29 ~~CLAIM, INCLUDING:~~

~~(I) IF APPLICABLE, COOPERATING WITH OR FACILITATING THE TENANT'S APPLICATION FOR FINANCIAL ASSISTANCE FOR RENT FROM A GOVERNMENTAL, NONPROFIT, OR CHARITABLE ENTITY; AND~~

~~(H) NEGOTIATING A PAYMENT PLAN OR OTHER AGREEMENT THROUGH THE LOCAL COURT'S EVICTION DIVERSION PROGRAM OR ALTERNATIVE DISPUTE RESOLUTION OFFICE.~~

~~(4) (I) ALL EFFORTS REQUIRED UNDER PARAGRAPH (3) OF THIS SUBSECTION TO CURE LATE RENT SHALL BE COMPLETED BEFORE A COMPLAINT TO REPOSSESS MAY BE FILED UNDER SUBSECTION (C) OF THIS SECTION.~~

~~(H) THE REQUIREMENTS OF THIS SUBSECTION SHALL BE DEEMED SATISFIED IF THE TENANT:~~

~~1. DOES NOT RESPOND TO THE NOTICE UNDER PARAGRAPH (1) OF THIS SUBSECTION WITHIN 10 7 DAYS AFTER DELIVERY OF THE NOTICE;~~

~~2. FAILS OR REFUSES TO PARTICIPATE IN THE COMPLETION OF AN APPLICATION FOR FINANCIAL ASSISTANCE FOR RENT, THE NEGOTIATION OF A PAYMENT PLAN, OR OTHER AGREEMENT UNDER PARAGRAPH (3) OF THIS SUBSECTION; OR~~

~~3. MATERIALLY BREACHES THE TERMS OF A PAYMENT PLAN OR OTHER AGREEMENT MADE UNDER PARAGRAPH (3) OF THIS SUBSECTION.~~

~~(5) (3) (I) A COMPLAINT FOR REPOSSESSION FILED IN ACCORDANCE WITH THIS SECTION SHALL INCLUDE A STATEMENT ON A FORM PROVIDED BY THE COURT THAT:~~

~~1. AFFIRMS AFFIRMS AND STATES THE DATE THAT THE LANDLORD DELIVERED THE NOTICE REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION;~~

~~2. CERTIFIES THAT THE LANDLORD MADE AN AFFIRMATIVE, GOOD FAITH EFFORT IN ACCORDANCE WITH PARAGRAPH (3) OF THIS SUBSECTION TO RESOLVE THE LANDLORD'S CLAIM THROUGH THE APPLICATION OF FINANCIAL ASSISTANCE OR NEGOTIATION OF A PAYMENT PLAN OR OTHER AGREEMENT, AND THAT THESE EFFORTS ARE COMPLETE;~~

~~3. DESCRIBES WHEN EFFORTS UNDER ITEM 2 OF THIS SUBPARAGRAPH WERE INITIATED AND COMPLETED; AND~~

1 ~~4. STATES THAT ALL EFFORTS MADE UNDER THIS~~
 2 ~~SUBSECTION FAILED TO SATISFY THE LANDLORD'S CLAIM.~~

3 (II) A TENANT MAY CHALLENGE ASSERTIONS MADE BY A
 4 LANDLORD UNDER THIS PARAGRAPH, AND THE COURT MAY DISMISS THE
 5 LANDLORD'S COMPLAINT ON A SHOWING OF SUFFICIENT CAUSE.

6 [(b-1)] ~~(F)~~ (D) (1) This subsection applies only to an action for the
 7 repossession of residential property for failure to pay rent due during a government
 8 shutdown.

9 (2) Notwithstanding any other law, the court shall stay the proceeding if
 10 the tenant or an occupant of the property that is the subject of the proceeding presents
 11 evidence satisfactory to the court that the occupant:

12 (i) Uses the property as the individual's primary residence;

13 (ii) Is an employee of the federal or State government or an employee
 14 of a local government in the State; and

15 (iii) Is involuntarily furloughed from work without pay because of a
 16 government shutdown, regardless of whether the employee is required to report to work
 17 during the furlough.

18 (3) (i) Subject to subparagraph (ii) of this paragraph, a stay under this
 19 subsection shall be granted for a time that the court considers reasonable.

20 (ii) A stay under this subsection may not be granted for a period that
 21 ends more than 30 days after the end of the government shutdown without a showing of
 22 sufficient cause by a party to the action.

23 [(c)] ~~(F)~~ (E) (1) ~~(F)~~ If, at the trial on the ~~fourth~~ SEVENTH day indicated in
 24 subsection (b) of this section, the court is satisfied that the interests of justice will be better
 25 served by an adjournment to enable either party to procure their necessary witnesses, the
 26 court may adjourn the trial for a period not exceeding 1 day, except with the consent of all
 27 parties, the trial may be adjourned for a longer period of time.] ~~ON REQUEST OF A PARTY~~
 28 ~~MADE AT ANY TIME AFTER THE FILING OF A COMPLAINT UNDER THIS SECTION AND~~
 29 ~~UNTIL THE COMMENCEMENT OF A TRIAL ON THE MERITS OF THE COMPLAINT, THE~~
 30 ~~COURT SHALL GRANT A CONTINUANCE TO ALLOW TIME FOR THE REQUESTING~~
 31 ~~PARTY TO SEEK ATTORNEY REPRESENTATION.~~

32 (H) ~~AFTER THE GRANTING OF A CONTINUANCE UNDER THIS~~
 33 ~~PARAGRAPH, THE COURT MAY GRANT FURTHER CONTINUANCES IN ACCORDANCE~~
 34 ~~WITH THIS SECTION OR AS JUSTICE REQUIRES.~~

~~(2) (i) NOT LESS THAN 10 DAYS AND NOT MORE THAN 15 DAYS AFTER THE DATE THAT A COMPLAINT IS FILED BY A LANDLORD UNDER THIS SECTION, THE LANDLORD AND THE TENANT SHALL APPEAR BEFORE THE COURT FOR A STATUS CONFERENCE, SUBJECT TO THE REQUIREMENTS OF THIS PARAGRAPH.~~

~~(ii) A PARTY MAY REQUEST, AND THE COURT SHALL GRANT, A RECESS FOR A REASONABLE TIME TO ALLOW FOR THE IMMEDIATE ON SITE OR REMOTE SCREENING BY AN AVAILABLE SERVICE PROVIDER OR, IF ESTABLISHED FOR THE DISTRICT COURT OF THE COUNTY WHERE THE PROPERTY IS LOCATED, THE COURT'S EVICTION DIVERSION PROGRAM.~~

~~(iii) 1. THE COURT SHALL REVIEW THE COMPLAINT FOR SUFFICIENCY AND HEAR FROM EACH PARTY ON THEIR EFFORTS TO RESOLVE THE COMPLAINT IN ACCORDANCE WITH SUBSECTION (D) OF THIS SECTION.~~

~~2. THE COURT MAY ORDER THE PARTIES TO PARTICIPATE IN MEDIATION OR A SETTLEMENT CONFERENCE THROUGH THE COURT'S ALTERNATIVE DISPUTE RESOLUTION OFFICE OR, IF ESTABLISHED IN THE DISTRICT COURT SITTING IN THE COUNTY WHERE THE PROPERTY IS LOCATED, THE COURT'S EVICTION DIVERSION PROGRAM.~~

~~3. THE COURT MAY CONTINUE THE STATUS CONFERENCE IN ORDER TO ACCOMPLISH AN ALTERNATIVE RESOLUTION TO A DATE THAT IS NOT MORE THAN 10 DAYS AFTER THE CONTINUANCE IS GRANTED, UNLESS THE PARTIES CONSENT TO A LONGER CONTINUANCE.~~

~~(iv) IF THE PARTIES AGREE TO RESOLVE THE LANDLORD'S COMPLAINT WITHOUT A TRIAL ON THE MERITS, THEY SHALL SUBMIT AN AGREEMENT TO THE JUDGE WHO, IF SATISFIED THAT THE TERMS OF THE AGREEMENT ARE FAIR AND EQUITABLE, SHALL DISMISS THE LANDLORD'S COMPLAINT IN ACCORDANCE WITH MARYLAND RULE 3-506(B).~~

~~(v) IF THE PARTIES DO NOT AGREE TO RESOLVE THE LANDLORD'S COMPLAINT UNDER SUBPARAGRAPH (IV) OF THIS PARAGRAPH, THE COURT:~~

~~1. SHALL ALLOW THE TENANT TO PRESENT:~~

~~A. ANY DEFENSE TO THE LANDLORD'S COMPLAINT; OR~~

~~B. A COUNTERCLAIM AGAINST THE LANDLORD RELATED TO THE ISSUE OF THE RENT DUE AND OWING;~~

1 ~~2. SHALL, IF THE COURT IS SATISFIED THAT THE~~
 2 ~~TENANT HAS PROFFERED A MERITORIOUS DEFENSE OR COUNTERCLAIM, SCHEDULE~~
 3 ~~A TRIAL TO BE HELD NOT MORE THAN 10 DAYS AFTER THE DATE ON WHICH THE~~
 4 ~~DEFENSE OR COUNTERCLAIM WAS HEARD AS WELL AS ANY CORRESPONDING DATES~~
 5 ~~NECESSARY FOR THE PARTIES TO FILE ADDITIONAL MOTIONS; AND~~

6 ~~3. MAY ORDER A PARTY TO PROVIDE TO THE OTHER~~
 7 ~~PARTY A COPY OF ANY WRITTEN INSTRUMENT, NOT PRIVILEGED, ON WHICH A CLAIM~~
 8 ~~OR DEFENSE IS BASED IN ADVANCE OF A TRIAL.~~

9 ~~(VI) ON THE FAILURE OF THE LANDLORD OR THE LANDLORD'S~~
 10 ~~DULY QUALIFIED AGENT OR ATTORNEY TO APPEAR AT THE STATUS CONFERENCE IN~~
 11 ~~ACCORDANCE WITH THIS PARAGRAPH, THE COURT SHALL DISMISS THE COMPLAINT.~~

12 ~~(VII) ON FAILURE OF THE TENANT OR THE ATTORNEY OF THE~~
 13 ~~TENANT TO APPEAR AT THE STATUS CONFERENCE IN ACCORDANCE WITH THIS~~
 14 ~~PARAGRAPH, THE COURT MAY GRANT JUDGMENT ON THE LANDLORD'S COMPLAINT~~
 15 ~~IN ACCORDANCE WITH PARAGRAPH (3) OF THIS SUBSECTION.~~

16 ~~{(2)} (3)~~ (i) ~~{The information required under subsection (b)(1)(vi) of~~
 17 ~~this section may not be an issue of fact in a trial under this section.} IF THE PARTIES ARE~~
 18 ~~UNABLE TO REACH A RESOLUTION UNDER PARAGRAPH (2) OF THIS SUBSECTION,~~
 19 ~~THE COURT MAY SCHEDULE A TRIAL.~~

20 (ii) If, when the trial occurs, it appears to the satisfaction of the
 21 court, that the rent, or any part of the rent and late fees are actually due and unpaid, the
 22 court shall determine the amount of rent and late fees due as of the date the complaint was
 23 filed less the amount of any utility bills, fees, or security deposits paid by a tenant under §
 24 7-309 of the Public Utilities Article~~}, if the trial occurs within the time specified by~~
 25 ~~subsection (b)(3) of this section}.~~

26 (iii) ~~{1. If the trial does not occur within the time specified in~~
 27 ~~subsection (b)(3)(i) of this section and the tenant has not become current since the filing of~~
 28 ~~the complaint, the court, if the complaint so requests, shall enter a judgment in favor of the~~
 29 ~~landlord for possession of the premises and determine the rent and late fees due as of the~~
 30 ~~trial date.~~

31 2.} The determination of rent and late fees shall include the
 32 following:

33 ~~{A.} 1.~~ Rent claimed in the complaint;

34 ~~{B.} 2.~~ Rent accruing after the date of the filing of the
 35 complaint;

1 ~~¶C.¶ 3~~ Late fees accruing in or prior to the month in which
2 the complaint was filed; and

3 ~~¶D.¶ 4~~ Credit for payments of rent and late fees and other
4 fees, utility bills, or security deposits paid by a tenant under § 7–309 of the Public Utilities
5 Article after the complaint was filed.

6 (iv) In the case of a residential tenancy, the court may also give
7 judgment in favor of the landlord for the amount of rent and late fees determined to be due
8 together with costs of the suit if the court finds that the residential tenant was personally
9 served with a summons.

10 (v) In the case of a nonresidential tenancy, if the court finds that
11 there was such service of process or submission to the jurisdiction of the court as would
12 support a judgment in contract or tort, the court may also give judgment in favor of the
13 landlord for:

- 14 1. The amount of rent and late fees determined to be due;
- 15 2. Costs of the suit; and
- 16 3. Reasonable attorney's fees, if the lease agreement
17 authorizes the landlord to recover attorney's fees.

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

22 ~~¶(3)¶ (4)~~ The court, when entering the judgment, shall also order that
23 possession of the premises be given to the landlord, or the landlord's agent or attorney,
24 within [4] ~~10~~ 7 days after the trial~~¶~~.

25 (4) The court may, upon presentation of a certificate signed by a physician
26 certifying] ~~OR AT A LATER DATE IF JUSTICE REQUIRES, AND IF THE TENANT~~
27 ~~DEMONSTRATES~~ that surrender of the premises within this [4-day] ~~10-DAY~~ 7-DAY
28 period would endanger the health or life of the tenant or any other occupant of the
29 premises~~¶~~, extend the time for surrender of the premises as justice may require but not
30 more than 15 days after the trial~~¶~~.

31 (5) However, if the tenant, or someone for the tenant, at the trial, or
32 adjournment of the trial, tenders to the landlord the rent and late fees determined by the
33 court to be due and unpaid, together with the costs of the suit, the complaint against the
34 tenant shall be entered as being satisfied.

1 ~~[(d)]~~ ~~(G)~~ (F) (1) (i) Subject to the provisions of ~~paragraph~~ PARAGRAPHS (2)
2 AND (3) of this subsection, if judgment is given in favor of the landlord, and the tenant fails
3 to comply with the requirements of the order within ~~[4] 10~~ 7 days, the court shall, at any
4 time after the expiration of the ~~[4] 10~~ 7 days, issue its warrant, directed to any official of
5 the county entitled to serve process, ordering the official to cause the landlord to have again
6 and repossess the property by putting the landlord (or the landlord's duly qualified agent
7 or attorney for the landlord's benefit) in possession thereof, and for that purpose to remove
8 from the property, by force if necessary, all the furniture, implements, tools, goods, effects
9 or other chattels of every description whatsoever belonging to the tenant, or to any person
10 claiming or holding by or under said tenant.

11 (ii) If the landlord does not order a warrant of restitution within
12 sixty days from the date of judgment or from the expiration date of any stay of execution,
13 whichever shall be the later:

14 1. The judgment for possession shall be stricken; and

15 2. The judgment shall be applied to the number of judgments
16 necessary to foreclose a tenant's right to redemption of the leased premises as established
17 in subsection ~~[(e)(2)]~~ ~~(H)(2)~~ (G)(2) of this section unless the court in its discretion
18 determines that the judgment may not apply for purposes of subsection ~~[(e)(2)]~~ ~~(H)(2)~~
19 (G)(2) of this section.

20 (iii) If the landlord orders a warrant of restitution but takes no action
21 on the warrant within 60 days from the later of the date the court issues the order for the
22 warrant or the date as otherwise extended by the court:

23 1. The warrant of restitution shall expire and the judgment
24 for possession shall be stricken; and

25 2. The judgment shall be applied to the number of judgments
26 necessary to foreclose a tenant's right to redemption of the leased premises as established
27 in subsection ~~[(e)(2)]~~ ~~(H)(2)~~ (G)(2) of this section unless the court in its discretion
28 determines that the judgment may not apply for purposes of subsection ~~[(e)(2)]~~ ~~(H)(2)~~
29 (G)(2) of this section.

30 (2) (i) The administrative judge of any district may stay the execution
31 of a warrant of restitution of a residential property, from day to day, in the event of extreme
32 weather conditions.

33 (ii) When a stay has been granted under this paragraph, the
34 execution of the warrant of restitution for which the stay has been granted shall be given
35 priority and completed within 3 days after the extreme weather conditions cease.

1 **(3) THE COURT MAY ORDER AN EMERGENCY STAY OF EXECUTION OF**
 2 **A WARRANT OF RESTITUTION FOR A RESIDENTIAL PROPERTY ON A MOTION**
 3 **PRESENTING EVIDENCE THAT EVICTION OF THE TENANT WOULD:**

4 ~~**(I) ENDANGER**~~ **ENDANGER THE HEALTH OR LIFE OF THE**
 5 **TENANT OR ANY OTHER OCCUPANT OF THE PREMISES; OR**

6 ~~**(H) IMPEDE AN IMMINENT ACT BY A GOVERNMENTAL OR**~~
 7 ~~**CHARITABLE ORGANIZATION TO PREVENT THE CERTAIN HOMELESSNESS OF THE**~~
 8 ~~**TENANT OR ANY OTHER OCCUPANT OF THE PREMISES.**~~

9 **[(e)] ~~(H)~~ (G) (1)** Subject to paragraph (2) of this subsection, in any action of
 10 summary ejectment for failure to pay rent where the landlord is awarded a judgment giving
 11 the landlord restitution of the leased premises, the tenant shall have the right to
 12 redemption of the leased premises by tendering in cash, certified check or money order to
 13 the landlord or the landlord's agent all past due amounts, as determined by the court under
 14 subsection **[(c)] ~~(F)~~ (E)** of this section, plus all court awarded costs and fees, at any time
 15 before actual execution of the eviction order.

16 (2) This subsection does not apply to any tenant against whom 3 judgments
 17 of possession have been entered for rent due and unpaid in the 12 months prior to the
 18 initiation of the action to which this subsection otherwise would apply.

19 **[(f)] ~~(H)~~ (H) (1)** The tenant or the landlord may appeal from the judgment of the
 20 District Court to the circuit court for any county at any time within **[4] ~~10~~ 7** days from the
 21 rendition of the judgment.

22 (2) The tenant, in order to stay any execution of the judgment, shall give a
 23 bond to the landlord with one or more sureties, who are owners of sufficient property in the
 24 State of Maryland, with condition to prosecute the appeal with effect, and answer to the
 25 landlord in all costs and damages mentioned in the judgment, and other damages as shall
 26 be incurred and sustained by reason of the appeal.

27 (3) The bond shall not affect in any manner the right of the landlord to
 28 proceed against the tenant, assignee or subtenant for any and all rents that may become
 29 due and payable to the landlord after the rendition of the judgment.

30 8-402.

31 **(a) (1)** A tenant under any periodic tenancy, or at the expiration of a lease, and
 32 someone holding under the tenant, who shall unlawfully hold over beyond the expiration of
 33 the lease or termination of the tenancy, shall be liable to the landlord for the actual
 34 damages caused by the holding over.

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

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

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

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

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

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

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

29 2. The constable or sheriff shall serve the summons on the
30 tenant, assignee, or subtenant on the property, or on the known or authorized agent of the
31 tenant, assignee, or subtenant.

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

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

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 (4) When the tenant shall give notice by parol to the landlord or to the
10 landlord's agent or representatives, at least one month before the expiration of the lease or
11 tenancy in all cases except in cases of tenancies from year to year, and at least three months'
12 notice in all cases of tenancy from year to year (except in all cases of farm tenancy, the
13 notice shall be six months), of the intention of the tenant to remove at the end of that year
14 and to surrender possession of the property at that time, and the landlord, the landlord's
15 agent, or representative shall prove the notice from the tenant by competent testimony, it
16 shall not be necessary for the landlord, the landlord's agent or representative to provide a
17 written notice to the tenant, but the proof of such notice from the tenant as aforesaid shall
18 entitle the landlord to recover possession of the property hereunder. This paragraph shall
19 not apply in Baltimore City.

20 (5) Acceptance of any payment after notice but before eviction shall not
21 operate as a waiver of any notice to quit, notice of intent to vacate or any judgment for
22 possession unless the parties specifically otherwise agree in writing. Any payment accepted
23 shall be first applied to the rent or the equivalent of rent apportioned to the date that the
24 landlord actually recovers possession of the premises, then to court costs, including court
25 awarded damages and legal fees and then to any loss of rent caused by the holdover. Any
26 payment which is accepted in excess of the foregoing shall not bear interest but will be
27 returned to the tenant in the same manner as security deposits as defined under § 8-203
28 of this title but shall not be subject to the penalties of that section.

29 (c) Unless stated otherwise in the written lease and initialed by the tenant, when
30 a landlord consents to a holdover tenant remaining on the premises, the holdover tenant
31 becomes a periodic week-to-week tenant if the tenant was a week-to-week tenant before
32 the tenant's holding over, and a periodic month-to-month tenant in all other cases.

33 8-402.1.

34 (a) (1) (i) Where an unexpired lease for a stated term provides that the
35 landlord may repossess the premises prior to the expiration of the stated term if the tenant
36 breaches the lease, the landlord may make complaint in writing to the District Court of the
37 county where the premises is located if:

38 1. The tenant breaches the lease;

1 2. A. The landlord has given the tenant 30 days' written
2 notice that the tenant is in violation of the lease and the landlord desires to repossess the
3 leased premises; or

4 B. The breach of the lease involves behavior by a tenant or a
5 person who is on the property with the tenant's consent, which demonstrates a clear and
6 imminent danger of the tenant or person doing serious harm to themselves, other tenants,
7 the landlord, the landlord's property or representatives, or any other person on the property
8 and the landlord has given the tenant or person in possession 14 days' written notice that
9 the tenant or person in possession is in violation of the lease and the landlord desires to
10 repossess the leased premises; and

11 3. The tenant or person in actual possession of the premises
12 refuses to comply.

13 (ii) The court shall summons immediately the tenant or person in
14 possession to appear before the court on a day stated in the summons to show cause, if any,
15 why restitution of the possession of the leased premises should not be made to the landlord.

16 (2) (i) If, for any reason, the tenant or person in actual possession
17 cannot be found, the constable or sheriff shall affix an attested copy of the summons
18 conspicuously on the property.

19 (ii) After notice is sent to the tenant or person in possession by
20 first-class mail, the affixing of the summons on the property shall be conclusively presumed
21 to be a sufficient service to support restitution.

22 (3) If either of the parties fails to appear before the court on the day stated
23 in the summons, the court may continue the case for not less than six nor more than 10
24 days and notify the parties of the continuance.

25 (b) (1) (I) If the court determines that the tenant breached the terms of the
26 lease and that the breach was substantial and warrants an eviction, the court shall give
27 judgment for the restitution of the possession of the premises and issue its warrant to the
28 sheriff or a constable commanding the tenant to deliver possession to the landlord in as full
29 and ample manner as the landlord was possessed of the same at the time when the lease
30 was entered into. The court shall give judgment for costs against the tenant or person in
31 possession.

32 (II) THE COURT MAY ORDER AN EMERGENCY STAY OF
33 EXECUTION OF A WARRANT OF RESTITUTION ISSUED UNDER THIS PARAGRAPH FOR
34 A RESIDENTIAL PROPERTY AS PROVIDED IN § 8-401(F)(3) OF THIS SUBTITLE.

35 (2) Either party may appeal to the circuit court for the county, within ten
36 days from entry of the judgment. If the tenant (i) files with the District Court an affidavit
37 that the appeal is not taken for delay; (ii) files sufficient bond with one or more securities
38 conditioned upon diligent prosecution of the appeal; (iii) pays all rent in arrears, all court

1 costs in the case; and (iv) pays all losses or damages which the landlord may suffer by
 2 reason of the tenant's holding over, the tenant or person in possession of the premises may
 3 retain possession until the determination of the appeal. Upon application of either party,
 4 the court shall set a day for the hearing of the appeal not less than five nor more than 15
 5 days after the application, and notice of the order for a hearing shall be served on the other
 6 party or that party's counsel at least five days before the hearing. If the judgment of the
 7 District Court is in favor of the landlord, a warrant shall be issued by the court which hears
 8 the appeal to the sheriff, who shall execute the warrant.

9 (c) (1) Acceptance of any payment after notice but before eviction shall not
 10 operate as a waiver of any notice of breach of lease or any judgment for possession unless
 11 the parties specifically otherwise agree in writing.

12 (2) Any payment accepted shall be first applied to the rent or the
 13 equivalent of rent apportioned to the date that the landlord actually recovers possession of
 14 the premises, then to court costs, including court awarded damages and legal fees and then
 15 to any loss of rent caused by the breach of lease.

16 (3) Any payment which is accepted in excess of the rent referred to in
 17 paragraph (2) of this subsection shall not bear interest but will be returned to the tenant
 18 in the same manner as security deposits as defined under § 8-203 of this title but shall not
 19 be subject to the penalties of that section.

20 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
 21 October 1, 2021.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.