

# HOUSE BILL 744

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By: **Delegates Stewart, Boyce, Barron, Carr, Moon, Palakovich Carr, Shetty, and Wilkins**

Introduced and read first time: January 31, 2020

Assigned to: Environment and Transportation

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## A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant – Residential Leases – Tenant Rights and Protections**  
3 **(Tenant Protection Act)**

4 FOR the purpose of requiring a landlord to make a certain disclosure to prospective tenants  
5 regarding the method used to charge tenants for the cost of certain utilities under  
6 certain circumstances; requiring that a certain lease provision is unenforceable if a  
7 landlord fails to make a certain disclosure; requiring a landlord to provide a tenant  
8 with information to document a bill for certain utilities under certain circumstances;  
9 authorizing a county to adopt certain regulations governing the information a  
10 landlord is required to provide to a tenant to document a bill for certain utilities  
11 under certain circumstances; altering the number of days within which a landlord  
12 must return the security deposit of a tenant together with certain interest; requiring  
13 that a certain statement that a landlord must provide to a tenant if a portion of the  
14 security deposit is withheld include supporting documentation containing certain  
15 information; altering a certain public policy; authorizing a tenant to terminate a  
16 lease and raise the existence of certain defects or conditions as an affirmative defense  
17 to a certain action or complaint proceeding under certain circumstances and subject  
18 to certain requirements; requiring a tenant who intends to terminate a lease in  
19 accordance with certain provisions of this Act to provide a certain notice and vacate  
20 the dwelling unit within a certain number of days; providing that a tenant who  
21 terminates a lease and vacates a residential dwelling unit in accordance with certain  
22 provisions of this Act is responsible for certain rent; requiring a court to make certain  
23 findings and certain orders under certain circumstances; providing certain remedies  
24 if a certain tenant does not vacate the leased premises within a certain number of  
25 days after providing a certain notice; establishing certain conditions for relief under  
26 certain provisions of this Act; providing that a tenant organization has the right of  
27 free assembly in certain areas within an apartment facility during reasonable hours  
28 and on reasonable notice to a landlord; authorizing a landlord to impose certain  
29 conditions on the use of certain areas within an apartment facility for meetings;  
30 requiring a tenant organization to provide certain information to a landlord;

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 preventing a landlord from charging a tenant organization for the use of certain  
2 areas within an apartment facility for the first meeting of the tenant organization  
3 each month; limiting the fees that a landlord may charge for the use of certain rooms  
4 or areas by a tenant organization; expanding certain provisions of law regarding the  
5 rights of tenants and legal occupants who are victims of domestic violence or sexual  
6 assault to include certain victims of stalking; altering the calculation of the rent for  
7 which a tenant who vacates leased premises under certain provisions of law is  
8 responsible; requiring a certain tenant to provide a certain notice if the tenant  
9 vacates the leased premises within a certain period of time; authorizing a landlord  
10 to take certain actions against a certain tenant who does not vacate the leased  
11 premises within a certain period of time; requiring a landlord to inspect the leased  
12 premises and provide the tenant with a certain written statement under certain  
13 circumstances; authorizing a certain report by a qualified third party to be used as  
14 documentation that a tenant or legal occupant is a victim of sexual assault, domestic  
15 violence, or stalking for purposes of certain provisions of law; prohibiting a landlord  
16 from disclosing certain information to a third party except under certain  
17 circumstances; providing that certain local laws and ordinances supersede certain  
18 provisions of this Act; providing for the application of certain provisions of this Act;  
19 defining certain terms; making stylistic and clarifying changes; and generally  
20 relating to rights and protections for residential tenants.

21 BY renumbering

22 Article – Real Property  
23 Section 8–203(j) through (l), respectively  
24 to be Section 8–203(k) through (m), respectively  
25 Annotated Code of Maryland  
26 (2015 Replacement Volume and 2019 Supplement)

27 BY repealing and reenacting, with amendments,

28 Article – Real Property  
29 Section 8–203(e), (g), (h), and (i)(7), 8–203.1(a)(5) and (6), 8–211, 8–5A–01 through  
30 8–5A–04, 8–5A–06, and 8–5A–07  
31 Annotated Code of Maryland  
32 (2015 Replacement Volume and 2019 Supplement)

33 BY repealing and reenacting, without amendments,

34 Article – Real Property  
35 Section 8–203.1(a)(7)  
36 Annotated Code of Maryland  
37 (2015 Replacement Volume and 2019 Supplement)

38 BY adding to

39 Article – Real Property  
40 Section 8–203(j), 8–212.4, 8–218, 8–5A–05, and 8–5A–08  
41 Annotated Code of Maryland  
42 (2015 Replacement Volume and 2019 Supplement)

1 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
2 That Section(s) 8–203(j) through (l), respectively, of Article – Real Property of the  
3 Annotated Code of Maryland be renumbered to be Section(s) 8–203(k) through (m),  
4 respectively.

5 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read  
6 as follows:

7 **Article – Real Property**

8 **8–212.4.**

9 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS  
10 INDICATED.

11 (2) “DWELLING UNIT” MEANS THAT PORTION OF A BUILDING THAT IS  
12 DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE  
13 BY ONE OR MORE PERSONS, INCLUDING A RENTED ROOM IN A SINGLE–FAMILY  
14 HOUSE.

15 (3) “LANDLORD” MEANS:

16 (I) AN OWNER OF RESIDENTIAL RENTAL PROPERTY THAT  
17 OFFERS TWO OR MORE DWELLING UNITS FOR RENT ON ONE PARCEL; OR

18 (II) A PERSON ACTING ON BEHALF OF A LANDLORD.

19 (4) “MASTER METER” MEANS A METER USED TO MEASURE, FOR  
20 BILLING PURPOSES, ALL USAGE OF A PARTICULAR UTILITY FOR A LANDLORD’S  
21 RESIDENTIAL RENTAL PROPERTY, INCLUDING USAGE FOR COMMON ELEMENTS OF  
22 THE RESIDENTIAL RENTAL PROPERTY AND DWELLING UNITS.

23 (5) “RATIO UTILITY BILLING SYSTEM” MEANS ALLOCATION OF ONE  
24 OR MORE OF A LANDLORD’S UTILITY CHARGES, COLLECTED VIA A MASTER METER,  
25 AMONG THE TENANTS BY ANY METHOD THAT DOES NOT MEASURE ACTUAL PER  
26 TENANT USAGE FOR THE UTILITY.

27 (6) “UTILITY” MEANS:

28 (I) ELECTRICITY USAGE;

29 (II) GAS USAGE;

30 (III) WASTEWATER AND SEWAGE USAGE; OR

1 (IV) WATER CONSUMPTION OR USAGE.

2 (B) THIS SECTION DOES NOT APPLY TO RESIDENTIAL RENTAL PROPERTY IN:

3 (1) A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF THIS ARTICLE;

4 OR

5 (2) A COOPERATIVE PROJECT ORGANIZED UNDER TITLE 5, SUBTITLE  
6 6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.

7 (C) (1) IF A LANDLORD USES A RATIO UTILITY BILLING SYSTEM TO BILL  
8 TENANTS FOR ONE OR MORE UTILITIES, THE LANDLORD SHALL PROVIDE THE  
9 FOLLOWING INFORMATION TO ALL PROSPECTIVE TENANTS IN WRITING:

10 (I) A STATEMENT THAT THE TENANT WILL BE BILLED BY THE  
11 LANDLORD FOR ALLOCATED UTILITY SERVICES AND THAT IDENTIFIES ALL  
12 UTILITIES AT ISSUE;

13 (II) A STATEMENT THAT IDENTIFIES THE ELEMENTS THAT  
14 COMPOSE THE LANDLORD'S UTILITY CHARGES TO BE ALLOCATED TO THE TENANTS  
15 UNDER THE RATIO UTILITY BILLING SYSTEM, BY UTILITY;

16 (III) A DESCRIPTION OF THE METHOD THAT WILL BE USED TO  
17 ALLOCATE THE COST OF THE UTILITY TO THE TENANT, BY UTILITY;

18 (IV) A STATEMENT THAT ANY DISPUTES RELATING TO THE  
19 COMPUTATION OF THE TENANT'S BILL ARE BETWEEN THE TENANT AND THE  
20 LANDLORD;

21 (V) THE AVERAGE MONTHLY BILL FOR ALL DWELLING UNITS IN  
22 THE RESIDENTIAL RENTAL PROPERTY IN THE PREVIOUS CALENDAR YEAR, BY  
23 UTILITY;

24 (VI) INFORMATION REGARDING BILLING, INCLUDING METER  
25 READING DATES, BILLING DATES, AND DUE DATES, BY UTILITY;

26 (VII) A STATEMENT THAT THE TENANT HAS THE RIGHT TO  
27 RECEIVE INFORMATION FROM THE LANDLORD TO VERIFY THE UTILITY BILL ON  
28 WRITTEN REQUEST;

29 (VIII) INFORMATION REGARDING ANY ADDITIONAL SERVICE  
30 CHARGES OR ADMINISTRATIVE FEES TO BE PAID BY THE TENANT FOR THE

1 OPERATION OF THE RATIO UTILITY BILLING SYSTEM; AND

2 (IX) A CITATION TO THIS SECTION.

3 (2) A LEASE PROVISION THAT REQUIRES A TENANT TO PAY THE  
4 UTILITY CHARGES BILLED TO THE TENANT UNDER A RATIO UTILITY BILLING SYSTEM  
5 SHALL BE UNENFORCEABLE IF THE LANDLORD FAILS TO PROVIDE THE  
6 INFORMATION REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE  
7 TENANT IN WRITING.

8 (D) A LANDLORD WHO USES A RATIO UTILITY BILLING SYSTEM SHALL, ON  
9 WRITTEN REQUEST BY A TENANT, PROVIDE THE TENANT WITH INFORMATION TO  
10 DOCUMENT A BILL FOR UTILITIES.

11 (E) (1) A COUNTY OR MUNICIPAL CORPORATION MAY ENACT LOCAL LAWS  
12 CONSISTENT WITH THIS SECTION GOVERNING:

13 (I) THE INFORMATION A LANDLORD IS REQUIRED TO PROVIDE  
14 TO A TENANT;

15 (II) DISCLOSURE REQUIREMENTS; AND

16 (III) DOCUMENT RETENTION POLICIES.

17 (2) ANY LOCAL LAW THAT IS COMPARABLE IN SUBJECT MATTER TO  
18 THIS SECTION SHALL SUPERSEDE THE PROVISIONS OF THIS SECTION.

19 SECTION 3. AND BE IT FURTHER ENACTED, That the Laws of Maryland read  
20 as follows:

21 **Article – Real Property**

22 8–203.

23 (e) (1) Within [45] 30 days after the end of the tenancy, the landlord shall  
24 return the security deposit to the tenant together with simple interest which has accrued  
25 at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each  
26 year, or 1.5% a year, whichever is greater, less any damages rightfully withheld.

27 (2) (i) Except as provided in subparagraph (ii) of this paragraph,  
28 interest shall accrue at monthly intervals from the day the tenant gives the landlord the  
29 security deposit. Interest is not compounded.

30 (ii) No interest is due or payable:

1 1. Unless the landlord has held the security deposit for at  
2 least 6 months; or

3 2. For any period less than a full month.

4 (3) Interest shall be payable only on security deposits of \$50 or more.

5 (4) If the landlord, without a reasonable basis, fails to return any part of  
6 the security deposit, plus accrued interest, within [45] 30 days after the termination of the  
7 tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable  
8 attorney's fees.

9 (g) (1) **[If] SUBJECT TO SUBSECTION (J) OF THIS SECTION, IF** any portion  
10 of the security deposit is withheld, the landlord shall present by first-class mail directed to  
11 the last known address of the tenant, within [45] 30 days after the termination of the  
12 tenancy, a written list of the damages claimed under subsection (f)(1) of this section  
13 together with a statement of the cost actually incurred.

14 (2) If the landlord fails to comply with this requirement, the landlord  
15 forfeits the right to withhold any part of the security deposit for damages.

16 (h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this  
17 section are inapplicable to a tenant who has been evicted or ejected for breach of a condition  
18 or covenant of a lease prior to the termination of the tenancy or who has abandoned the  
19 premises prior to the termination of the tenancy.

20 (2) (i) A tenant specified in paragraph (1) of this subsection may  
21 demand return of the security deposit by giving written notice by first-class mail to the  
22 landlord within 45 days of being evicted or ejected or of abandoning the premises.

23 (ii) The notice shall specify the tenant's new address.

24 (iii) **[The] SUBJECT TO SUBSECTION (J) OF THIS SECTION, THE**  
25 landlord, within [45] 30 days of receipt of such notice, shall present, by first-class mail to  
26 the tenant, a written list of the damages claimed under subsection (f)(1) of this section  
27 together with a statement of the costs actually incurred and shall return to the tenant the  
28 security deposit together with simple interest which has accrued at the daily U.S. Treasury  
29 yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year,  
30 whichever is greater, less any damages rightfully withheld.

31 (3) (i) If a landlord fails to send the list of damages required by  
32 paragraph (2) of this subsection, the right to withhold any part of the security deposit for  
33 damages is forfeited.

34 (ii) If a landlord fails to return the security deposit as required by  
35 paragraph (2) of this subsection, the tenant has an action of up to threefold of the withheld  
36 amount, plus reasonable attorney's fees.

1 (4) Except to the extent specified, this subsection may not be interpreted  
2 to alter the landlord's duties under subsections (e) and (g) of this section.

3 (i) (7) **[At] SUBJECT TO SUBSECTION (J) OF THIS SECTION, AT** least 10  
4 days before a landlord makes a claim against a surety bond subject to this subsection, the  
5 landlord shall send to the tenant by first-class mail directed to the last known address of  
6 the tenant, a written list of the damages to be claimed and a statement of the costs actually  
7 incurred by the landlord.

8 **(J) A STATEMENT OF COSTS PROVIDED UNDER SUBSECTION (G)(1),**  
9 **(H)(2)(III), OR (I)(7) OF THIS SECTION SHALL INCLUDE SUPPORTING**  
10 **DOCUMENTATION INCLUDING BILLS, INVOICES, AND RECEIPTS THAT IDENTIFY THE**  
11 **NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PERSON WHO COMPLETED THE**  
12 **WORK, A DESCRIPTION OF THE MATERIALS OR SERVICES PROVIDED, THE UNIT COST**  
13 **OF THE MATERIALS OR SERVICES PROVIDED, AND THE NUMBER OF UNITS**  
14 **PROVIDED.**

15 8-203.1.

16 (a) A receipt for a security deposit shall notify the tenant of the following:

17 (5) The tenant's right to receive, by first-class mail, delivered to the last  
18 known address of the tenant, a written list of the charges against the security deposit  
19 claimed by the landlord and the actual costs, within **[45] 30** days after the termination of  
20 the tenancy;

21 (6) The obligation of the landlord to return any unused portion of the  
22 security deposit, by first-class mail, addressed to the tenant's last known address within  
23 **[45] 30** days after the termination of the tenancy; and

24 (7) A statement that failure of the landlord to comply with the security  
25 deposit law may result in the landlord being liable to the tenant for a penalty of up to 3  
26 times the security deposit withheld, plus reasonable attorney's fees.

27 8-211.

28 (a) **(1)** The purpose of this section is to provide tenants with a mechanism for  
29 encouraging the repair of serious and dangerous defects which exist within or as part of  
30 any residential dwelling unit, or upon the property used in common of which the dwelling  
31 unit forms a part.

32 **(2)** The defects sought to be reached by this section are those which present  
33 a substantial and serious threat of danger to the life, health and safety of the occupants of  
34 the dwelling unit, and not those which merely impair the aesthetic value of the premises,  
35 or which are, in those locations governed by such codes, housing code violations of a

1 nondangerous nature.

2           **(3)** The intent of this section is not to provide a remedy for dangerous  
3 conditions in the community at large which exists apart from the leased premises or the  
4 property in common of which the leased premises forms a part.

5           (b) It is the public policy of Maryland that **[meaningful]**:

6           **(1)** **MEANINGFUL** sanctions be imposed upon those who allow dangerous  
7 conditions and defects to exist in leased premises**[, and that an]**;

8           **(2)** **AN** effective mechanism be established for repairing these conditions  
9 and halting their creation; **AND**

10           **(3)** **TENANTS NOT BE PENALIZED FOR TERMINATING A LEASE WHEN**  
11 **THESE CONDITIONS GO UNADDRESSED.**

12           (c) **(1)** This section applies to residential dwelling units leased for the purpose  
13 of human habitation within the State of Maryland.

14           **(2)** This section does not apply to farm tenancies.

15           (d) This section applies to all applicable dwelling units whether they are:

16           (1) **[publicly]** **PUBLICLY** or privately owned; or

17           (2) **[single]** **SINGLE** or multiple units.

18           (e) This section provides a remedy **FOR TENANTS** and imposes an obligation upon  
19 landlords to repair and eliminate conditions and defects which constitute, or if not promptly  
20 corrected will constitute, a fire hazard or a serious and substantial threat to the life, health  
21 or safety of occupants, including, but not limited to:

22           (1) Lack of heat, light, electricity, or hot or cold running water, except  
23 where the tenant is responsible for the payment of the utilities and the lack thereof is the  
24 direct result of the tenant's failure to pay the charges;

25           (2) Lack of adequate sewage disposal facilities;

26           (3) Infestation of rodents in two or more dwelling units;

27           (4) The existence of any structural defect which presents a serious and  
28 substantial threat to the physical safety of the occupants; or

29           (5) The existence of any condition which presents a health or fire hazard to  
30 the dwelling unit.



1 (f) (1) This section does not provide a remedy for the landlord's failure to  
2 repair and eliminate minor defects or, in those locations governed by such codes, housing  
3 code violations of a nondangerous nature.

4 (2) There is a rebuttable presumption that the following conditions, when  
5 they do not present a serious and substantial threat to the life, health and safety of the  
6 occupants, are not covered by this section:

7 [(1)] (I) Any defect which merely reduces the aesthetic value of the leased  
8 premises, such as the lack of fresh paint, rugs, carpets, paneling or other decorative  
9 amenities;

10 [(2)] (II) Small cracks in the walls, floors or ceilings;

11 [(3)] (III) The absence of linoleum or tile upon the floors, provided that they  
12 are otherwise safe and structurally sound; or

13 [(4)] (IV) The absence of air conditioning.

14 (g) (1) In order to employ the remedies provided by this section, the tenant  
15 shall notify the landlord of the existence of the defects or conditions.

16 (2) Notice shall be given by:

17 [(1)] (I) [a] A written communication sent by certified mail listing the  
18 asserted conditions or defects[, or];

19 [(2)] (II) [actual] ACTUAL notice of the defects or conditions[.]; or

20 [(3)] (III) [a] A written violation, condemnation or other notice from an  
21 appropriate State, county, municipal or local government agency stating the asserted  
22 conditions or defects.

23 (h) (1) The landlord has a reasonable time after receipt of notice in which to  
24 make the repairs or correct the conditions.

25 (2) The length of time deemed to be reasonable is a question of fact for the  
26 court, taking into account the severity of the defects or conditions and the danger which  
27 they present to the occupants.

28 (3) There is a rebuttable presumption that a period in excess of 30 days  
29 from receipt of notice is unreasonable.

30 (i) If the landlord refuses to make the repairs or correct the conditions, or if after  
31 a reasonable time the landlord has failed to do so, the tenant may [bring]:

1           **(1) BRING** an action of rent escrow to pay rent into court because of the  
2 asserted defects or conditions[, or the tenant may refuse];

3           **(2) REFUSE** to pay rent and raise the existence of the asserted defects or  
4 conditions as an affirmative defense to an action for distress for rent or to any complaint  
5 proceeding brought by the landlord to recover rent or the possession of the leased premises;  
6 **OR**

7           **(3) SUBJECT TO SUBSECTION (K) OF THIS SECTION, TERMINATE THE**  
8 **LEASE AND RAISE THE EXISTENCE OF THE ASSERTED DEFECTS OR CONDITIONS AS**  
9 **AN AFFIRMATIVE DEFENSE TO AN ACTION FOR BREACH OF LEASE OR TO ANY**  
10 **COMPLAINT PROCEEDING BROUGHT BY THE LANDLORD TO RECOVER RENT.**

11           (j) (1) [Whether] **IF** the issue of rent escrow is raised affirmatively or  
12 defensively **UNDER SUBSECTION (I)(1) OR (2) OF THIS SECTION**, the tenant may request  
13 one or more of the forms of relief set forth in this [section] **SUBSECTION.**

14           **(2) THE COURT SHALL MAKE APPROPRIATE FINDINGS OF FACT AND**  
15 **MAKE ANY ORDER THAT THE JUSTICE OF THE CASE MAY REQUIRE, INCLUDING ANY**  
16 **ONE OR A COMBINATION OF THE FOLLOWING:**

17                   **(I) ORDER THE TERMINATION OF THE LEASE AND RETURN OF**  
18 **THE LEASED PREMISES TO THE LANDLORD, SUBJECT TO THE TENANT'S RIGHT OF**  
19 **REDEMPTION;**

20                   **(II) ORDER THAT THE ACTION FOR RENT ESCROW BE**  
21 **DISMISSED;**

22                   **(III) ORDER THAT THE AMOUNT OF RENT REQUIRED BY THE**  
23 **LEASE, WHETHER PAID INTO COURT OR TO THE LANDLORD, BE ABATED AND**  
24 **REDUCED IN AN AMOUNT DETERMINED BY THE COURT TO BE FAIR AND EQUITABLE**  
25 **TO REPRESENT THE EXISTENCE OF THE CONDITIONS OR DEFECTS FOUND BY THE**  
26 **COURT TO EXIST; OR**

27                   **(IV) ORDER THE LANDLORD TO MAKE THE REPAIRS OR**  
28 **CORRECT THE CONDITIONS COMPLAINED OF BY THE TENANT AND FOUND BY THE**  
29 **COURT TO EXIST.**

30           **(3) AFTER RENT ESCROW HAS BEEN ESTABLISHED, THE COURT:**

31                   **(I) SHALL, AFTER A HEARING, IF A HEARING IS ORDERED BY**  
32 **THE COURT OR REQUESTED BY THE LANDLORD, ORDER THAT THE MONEY IN THE**  
33 **ESCROW ACCOUNT BE DISBURSED TO THE LANDLORD AFTER THE NECESSARY**

1 REPAIRS HAVE BEEN MADE;

2 (II) MAY, AFTER AN APPROPRIATE HEARING, ORDER THAT  
3 SOME OR ALL MONEY IN THE ESCROW ACCOUNT BE PAID TO THE LANDLORD OR THE  
4 LANDLORD'S AGENT, THE TENANT OR THE TENANT'S AGENT, OR ANY OTHER  
5 APPROPRIATE PERSON OR AGENCY FOR THE PURPOSE OF MAKING THE NECESSARY  
6 REPAIRS OF THE DANGEROUS CONDITIONS OR DEFECTS;

7 (III) MAY, AFTER A HEARING, IF A HEARING IS REQUESTED BY  
8 THE LANDLORD, APPOINT A SPECIAL ADMINISTRATOR WHO SHALL CAUSE THE  
9 REPAIRS TO BE MADE AND APPLY TO THE COURT TO PAY FOR THE REPAIRS FROM  
10 THE MONEY IN THE ESCROW ACCOUNT;

11 (IV) MAY, AFTER AN APPROPRIATE HEARING, ORDER THAT  
12 SOME OR ALL MONEY IN THE ESCROW ACCOUNT BE DISBURSED TO PAY ANY  
13 MORTGAGE OR DEED OF TRUST ON THE PROPERTY IN ORDER TO STAY A  
14 FORECLOSURE;

15 (V) MAY, AFTER A HEARING, IF A HEARING IS REQUESTED BY  
16 THE TENANT, ORDER, IF NO REPAIRS ARE MADE OR IF NO GOOD FAITH EFFORT TO  
17 REPAIR IS MADE WITHIN 6 MONTHS OF THE INITIAL DECISION TO PLACE MONEY IN  
18 THE ESCROW ACCOUNT, THAT THE MONEY IN THE ESCROW ACCOUNT BE DISBURSED  
19 TO THE TENANT, PROVIDED THAT THE ORDER DOES NOT DISCHARGE THE TENANT'S  
20 RIGHT TO PAY RENT INTO COURT AND THAT AN APPEAL WILL STAY THE  
21 FORFEITURE; OR

22 (VI) MAY, AFTER AN APPROPRIATE HEARING, ORDER THAT THE  
23 MONEY IN THE ESCROW ACCOUNT BE DISBURSED TO THE LANDLORD IF THE TENANT  
24 DOES NOT REGULARLY PAY THE RENT OWED INTO THE ESCROW ACCOUNT.

25 (4) IF A COURT ORDERS THE TERMINATION OF A LEASE DUE TO THE  
26 FAILURE OF THE LANDLORD TO CORRECT A DEFECT OF THE TYPE IDENTIFIED IN  
27 SUBSECTION (E) OF THIS SECTION, THE COURT SHALL:

28 (I) ORDER THE LANDLORD TO PAY THE RELOCATION  
29 EXPENSES OF THE TENANT; AND

30 (II) AWARD DAMAGES EQUAL TO 1 MONTH OF RENT AT THE  
31 MARKET RATE FOR THE JURISDICTION.

32 [(2)] (5) In addition to any other relief sought, if within 90 days after the  
33 court finds that the conditions complained of by the tenant exist the landlord has not made  
34 the repairs or corrected the conditions complained of, the tenant may file a petition of  
35 injunction in the District Court requesting the court to order the landlord to make the

1 repairs or correct the conditions.

2 **(K) (1) IF A TENANT INTENDS TO TERMINATE A LEASE IN ACCORDANCE**  
3 **WITH SUBSECTION (I)(3) OF THIS SECTION, THE TENANT SHALL:**

4 **(I) PROVIDE WRITTEN NOTICE TO THE LANDLORD BY**  
5 **FIRST-CLASS MAIL OR HAND DELIVERY OF THE TENANT'S INTENT TO VACATE THE**  
6 **RESIDENTIAL DWELLING UNIT; AND**

7 **(II) VACATE THE DWELLING UNIT WITHIN 30 DAYS AFTER**  
8 **PROVIDING THE WRITTEN NOTICE.**

9 **(2) (I) A TENANT WHO TERMINATES A LEASE AND VACATES A**  
10 **RESIDENTIAL DWELLING UNIT IN ACCORDANCE WITH PARAGRAPH (1) OF THIS**  
11 **SUBSECTION IS RESPONSIBLE FOR RENT ONLY FOR THE 30 DAYS FOLLOWING THE**  
12 **TENANT PROVIDING NOTICE OF AN INTENT TO VACATE.**

13 **(II) A COURT SHALL MAKE APPROPRIATE FINDINGS OF FACT**  
14 **AND MAKE ANY ORDER THAT THE JUSTICE OF THE CASE MAY REQUIRE.**

15 **(III) IF A COURT FINDS THAT CONDITIONS OR DEFECTS OF THE**  
16 **TYPE IDENTIFIED IN SUBSECTION (E) OF THIS SECTION EXIST WITHIN THE**  
17 **RESIDENTIAL DWELLING UNIT AND THAT THE CONDITIONS OF SUBSECTION (M) OF**  
18 **THIS SECTION HAVE BEEN MET, THE COURT SHALL:**

19 **1. ISSUE AN ORDER SPECIFYING THAT THE LEASE HAS**  
20 **BEEN TERMINATED AND DISCHARGING THE TENANT FROM THE DUTY TO PAY THE**  
21 **RENT OWED UNDER THE LEASE FROM THE DATE THE TENANT VACATED THE**  
22 **RESIDENTIAL DWELLING UNIT; AND**

23 **2. AWARD DAMAGES EQUAL TO:**

24 **A. THE ACTUAL COST OF THE TENANT'S RELOCATION**  
25 **EXPENSES; AND**

26 **B. 1 MONTH OF RENT AT THE MARKET RATE FOR THE**  
27 **JURISDICTION.**

28 **(3) IF A TENANT DOES NOT VACATE THE LEASED PREMISES WITHIN 30**  
29 **DAYS AFTER PROVIDING TO THE LANDLORD THE WRITTEN NOTICE REQUIRED**  
30 **UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE LANDLORD IS, AT THE**  
31 **LANDLORD'S OPTION AND WITH WRITTEN NOTICE TO THE TENANT, ENTITLED TO:**

1                   **(I) ALL LEGAL REMEDIES AGAINST A TENANT HOLDING OVER**  
2 **AVAILABLE UNDER § 8-402 OF THIS TITLE; OR**

3                   **(II) DEEM THE TENANT'S NOTICE OF AN INTENT TO VACATE TO**  
4 **HAVE BEEN RESCINDED AND THE TERMS OF THE ORIGINAL LEASE TO BE IN FULL**  
5 **FORCE AND EFFECT.**

6           **[(k)] (L) Relief under SUBSECTION (J) OF this section is conditioned upon:**

7                   (1) Giving proper notice, and where appropriate, the opportunity to correct,  
8 as described by subsection (h) of this section[.];

9                   (2) Payment by the tenant, into court, of the amount of rent required by  
10 the lease, unless this amount is modified by the court as provided in subsection [(m)] **(J)(2)**  
11 of this section[.];

12                   (3) In the case of tenancies measured by a period of [one] **1** month or more,  
13 the court having not entered against the tenant [3] **THREE** prior judgments of possession  
14 for rent due and unpaid in the 12-month period immediately prior to the initiation of the  
15 action by the tenant or by the landlord[.]; **AND**

16                   (4) In the case of periodic tenancies measured by the weekly payment of  
17 rent, the court having not entered against the tenant more than [5] **FIVE** judgments of  
18 possession for rent due and unpaid in the 12-month period immediately prior to the  
19 initiation of the action by the tenant or by the landlord, or, if the tenant has lived on the  
20 premises [six] **6** months or less, the court having not entered against the tenant [3] **THREE**  
21 judgments of possession for rent due and unpaid.

22           **(M) (1) RELIEF UNDER SUBSECTION (K) OF THIS SECTION IS**  
23 **CONDITIONED ON:**

24                   **(I) GIVING PROPER NOTICE, AND WHERE APPROPRIATE, THE**  
25 **OPPORTUNITY TO CORRECT, AS DESCRIBED BY SUBSECTION (H) OF THIS SECTION;**

26                   **(II) GIVING PROPER NOTICE OF THE INTENT TO TERMINATE**  
27 **THE LEASE AND VACATE THE RESIDENTIAL DWELLING UNIT, AS REQUIRED BY**  
28 **SUBSECTION (K) OF THIS SECTION; AND**

29                   **(III) PAYMENT BY THE TENANT OF ALL RENT PREVIOUSLY**  
30 **INCURRED UNDER THE LEASE AND REQUIRED BY SUBSECTION (K) OF THIS SECTION.**

31                   **(2) RELIEF MAY NOT BE PROVIDED TO A TENANT UNDER SUBSECTION**  
32 **(K) OF THIS SECTION MORE THAN TWICE IN ANY 12-MONTH PERIOD.**

1            **[(l)] (N)**        It is a sufficient defense to the allegations of the tenant that the tenant,  
2 the tenant's family, agent, employees, or assignees or social guests have caused the asserted  
3 defects or conditions, or that the landlord or the landlord's agents were denied reasonable  
4 and appropriate entry for the purpose of correcting or repairing the asserted conditions or  
5 defects.

6            **[(m)**        The court shall make appropriate findings of fact and make any order that the  
7 justice of the case may require, including any one or a combination of the following:

8                    (1)        Order the termination of the lease and return of the leased premises to  
9 the landlord, subject to the tenant's right of redemption;

10                   (2)        Order that the action for rent escrow be dismissed;

11                   (3)        Order that the amount of rent required by the lease, whether paid into  
12 court or to the landlord, be abated and reduced in an amount determined by the court to be  
13 fair and equitable to represent the existence of the conditions or defects found by the court  
14 to exist; or

15                   (4)        Order the landlord to make the repairs or correct the conditions  
16 complained of by the tenant and found by the court to exist.

17            (n)        After rent escrow has been established, the court:

18                   (1)        Shall, after a hearing, if so ordered by the court or one is requested by  
19 the landlord, order that the money in the escrow account be disbursed to the landlord after  
20 the necessary repairs have been made;

21                   (2)        May, after an appropriate hearing, order that some or all money in the  
22 escrow account be paid to the landlord or the landlord's agent, the tenant or the tenant's  
23 agent, or any other appropriate person or agency for the purpose of making the necessary  
24 repairs of the dangerous conditions or defects;

25                   (3)        May, after a hearing if one is requested by the landlord, appoint a  
26 special administrator who shall cause the repairs to be made, and who shall apply to the  
27 court to pay for them out of the money in the escrow account;

28                   (4)        May, after an appropriate hearing, order that some or all money in the  
29 escrow account be disbursed to pay any mortgage or deed of trust on the property in order  
30 to stay a foreclosure;

31                   (5)        May, after a hearing, if one is requested by the tenant, order, if no  
32 repairs are made or if no good faith effort to repair is made within six months of the initial  
33 decision to place money in the escrow account, that the money in the escrow account be  
34 disbursed to the tenant. Such an order will not discharge the right on the part of the tenant  
35 to pay rent into court and an appeal will stay the forfeiture; or

1 (6) May, after an appropriate hearing, order that the money in the escrow  
2 account be disbursed to the landlord if the tenant does not regularly pay, into that account,  
3 the rent owed.]

4 (o) Except as provided in § 8-211.1(e) of this subtitle, in the event any county or  
5 Baltimore City is subject to a public local law or has enacted an ordinance or ordinances  
6 comparable in subject matter to this section, [commonly referred to as a “Rent Escrow  
7 Law”,] any such ordinance or ordinances shall supersede the **RELEVANT** provisions of this  
8 section.

9 **8-218.**

10 (A) (1) **IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**  
11 **INDICATED.**

12 (2) (I) **“APARTMENT FACILITY” MEANS AN APARTMENT BUILDING**  
13 **OR COMPLEX THAT CONTAINS FOUR OR MORE INDIVIDUAL DWELLING UNITS THAT A**  
14 **COMMON LANDLORD RENTS FOR RESIDENTIAL PURPOSES, INCLUDING ALL**  
15 **COMMON AREAS AVAILABLE FOR USE BY A TENANT.**

16 (II) **“APARTMENT FACILITY” DOES NOT INCLUDE:**

17 1. **A SINGLE-FAMILY HOUSE, REGARDLESS OF THE**  
18 **NUMBER OF INDIVIDUAL DWELLING UNITS INTO WHICH THE HOUSE IS SUBDIVIDED;**

19 2. **A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF**  
20 **THIS ARTICLE; OR**

21 3. **A COOPERATIVE PROJECT ORGANIZED UNDER TITLE**  
22 **5, SUBTITLE 6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.**

23 (3) **“DWELLING UNIT” MEANS THAT PORTION OF A BUILDING THAT IS**  
24 **DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE**  
25 **BY ONE OR MORE PERSONS.**

26 (4) **“TENANT ORGANIZATION” MEANS AN INCORPORATED OR**  
27 **UNINCORPORATED ORGANIZATION OF THREE OR MORE TENANTS WHO RESIDE IN AN**  
28 **APARTMENT FACILITY FORMED FOR THE PURPOSE OF IMPROVING THE LIVING**  
29 **CONDITIONS, CONTRACTUAL POSITION, OR COMMUNITY EXPERIENCES OF THE**  
30 **RESIDENTS OF THE APARTMENT FACILITY THAT:**

31 (I) **MEETS REGULARLY;**

32 (II) **OPERATES DEMOCRATICALLY; AND**

1 (III) IS INDEPENDENT OF THE OWNERS OR MANAGEMENT OF THE  
2 APARTMENT FACILITY AND THEIR REPRESENTATIVES.

3 (B) (1) A TENANT ORGANIZATION SHALL HAVE THE RIGHT OF FREE  
4 ASSEMBLY IN THE MEETING ROOMS AND OTHER AREAS SUITABLE FOR MEETINGS  
5 WITHIN AN APARTMENT FACILITY DURING REASONABLE HOURS AND ON  
6 REASONABLE NOTICE TO THE LANDLORD TO CONDUCT TENANT ORGANIZATION  
7 MEETINGS.

8 (2) THE LANDLORD MAY IMPOSE REASONABLE TERMS AND  
9 CONDITIONS ON THE USE OF A MEETING ROOM OR OTHER SUITABLE AREA FOR  
10 MEETINGS, PROVIDED THAT THE TERMS AND CONDITIONS DO NOT UNDERMINE THE  
11 PURPOSES OF THIS SECTION.

12 (3) A TENANT ORGANIZATION SHALL:

13 (I) DESIGNATE AT LEAST TWO BUT NOT MORE THAN FIVE  
14 MEMBERS WHO ARE AUTHORIZED TO SCHEDULE USE OF A MEETING ROOM OR  
15 OTHER SUITABLE AREA FOR MEETINGS ON BEHALF OF THE TENANT ORGANIZATION;  
16 AND

17 (II) PROVIDE WRITTEN NOTIFICATION TO THE LANDLORD OF  
18 THE DESIGNEES AT LEAST ONCE PER YEAR.

19 (C) (1) A LANDLORD MAY NOT CHARGE A TENANT ORGANIZATION A FEE  
20 FOR THE USE OF A MEETING ROOM OR OTHER SUITABLE AREA FOR MEETINGS FOR  
21 THE FIRST MEETING OF THE TENANT ORGANIZATION EACH MONTH.

22 (2) A LANDLORD MAY CHARGE A REASONABLE FEE FOR ALL OTHER  
23 USES OF A MEETING ROOM OR OTHER SUITABLE AREA FOR MEETINGS BY THE  
24 TENANT ORGANIZATION WITHIN THE SAME MONTH PROVIDED THAT THE FEE DOES  
25 NOT EXCEED THE REGULAR SCHEDULE OF FEES FOR THE SPACE CHARGED TO  
26 OTHER GROUPS.

27 8-5A-01.

28 (a) In this subtitle the following words have the meanings indicated.

29 (b) "Legal occupant" means an occupant who resides on the premises with the  
30 actual knowledge and permission of the landlord.

31 (c) "Offender" means a person who commits an act of domestic violence or  
32 commits a sexual assault offense.



1 (d) "Peace order" means an enforceable final peace order.

2 (e) "Protective order" means an enforceable final protective order.

3 (F) **"QUALIFIED THIRD PARTY" MEANS:**

4 (1) **A PHYSICIAN WHO IS AUTHORIZED TO PRACTICE MEDICINE**  
5 **UNDER THE HEALTH OCCUPATIONS ARTICLE;**

6 (2) **A PSYCHOLOGIST WHO IS AUTHORIZED TO PRACTICE**  
7 **PSYCHOLOGY UNDER THE HEALTH OCCUPATIONS ARTICLE; OR**

8 (3) **A SOCIAL WORKER OR CASEWORKER OF ANY PUBLIC OR PRIVATE**  
9 **HEALTH OR SOCIAL SERVICES AGENCY OR PROVIDER.**

10 (G) **"REPORT BY A QUALIFIED THIRD PARTY" MEANS A REPORT BASED ON**  
11 **INFORMATION RECEIVED BY A QUALIFIED THIRD PARTY WHILE ACTING IN A**  
12 **PROFESSIONAL CAPACITY THAT:**

13 (1) **INDICATES THAT THE TENANT OR A LEGAL OCCUPANT IS SEEKING**  
14 **ASSISTANCE FOR PHYSICAL OR MENTAL INJURIES RESULTING FROM AN ACT OF**  
15 **DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING;**

16 (2) **INCLUDES THE FOLLOWING ELEMENTS:**

17 (I) **THE NAME OF THE TENANT OR LEGAL OCCUPANT;**

18 (II) **A STATEMENT THAT THE TENANT OR LEGAL OCCUPANT IS A**  
19 **VICTIM OF DOMESTIC VIOLENCE, A VICTIM OF SEXUAL ASSAULT, OR A VICTIM OF**  
20 **STALKING;**

21 (III) **THE DATE, TIME, LOCATION, AND A BRIEF DESCRIPTION OF**  
22 **THE INCIDENT;**

23 (IV) **THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**  
24 **PERPETRATOR, IF KNOWN;**

25 (V) **THE NAME AND ADDRESS OF THE EMPLOYER OF THE**  
26 **QUALIFIED THIRD PARTY;**

27 (VI) **THE LICENSING ENTITY AND LICENSE NUMBER OF THE**  
28 **QUALIFIED THIRD PARTY, IF THE QUALIFIED THIRD PARTY IS REQUIRED TO BE**  
29 **LICENSED; AND**

1 (VII) THE SIGNATURE OF THE QUALIFIED THIRD PARTY, UNDER  
2 SEAL OF A NOTARY PUBLIC; AND

3 (3) IS SIGNED AND ACKNOWLEDGED BY THE TENANT OR LEGAL  
4 OCCUPANT UNDER PENALTY OF PERJURY.

5 [(f)] (H) "Victim of domestic violence" means a person who is:

6 (1) A victim of domestic abuse, as defined in § 4-501 of the Family Law  
7 Article; and

8 (2) A person eligible for relief, as defined in § 4-501 of the Family Law  
9 Article.

10 [(g)] (I) "Victim of sexual assault" means a person who is a victim of:

11 (1) A sexual crime under Title 3, Subtitle 3 of the Criminal Law Article;

12 (2) Child sexual abuse under § 3-602 of the Criminal Law Article; or

13 (3) Sexual abuse of a vulnerable adult under § 3-604 of the Criminal Law  
14 Article.

15 (J) "VICTIM OF STALKING" MEANS A PERSON WHO IS A VICTIM OF STALKING  
16 UNDER § 3-802 OF THE CRIMINAL LAW ARTICLE.

17 8-5A-02.

18 (a) Subject to the requirements of subsections (b) and (c) of this section, a tenant  
19 may terminate the tenant's future liability under a residential lease if the tenant or legal  
20 occupant is:

21 (1) A victim of domestic violence; [or]

22 (2) A victim of sexual assault; OR

23 (3) A VICTIM OF STALKING.

24 (b) If a tenant or legal occupant is a victim of domestic violence [or], a victim of  
25 sexual assault, OR A VICTIM OF STALKING, the tenant may provide to the landlord the  
26 written notice required under § 8-5A-03 [or], § 8-5A-04, OR § 8-5A-05 of this subtitle  
27 and, if the written notice is provided, the tenant shall have 30 days to vacate the leased  
28 premises from the date of providing the written notice.

1 (c) (1) A tenant who vacates leased premises under this section is responsible  
2 for rent only [for the 30 days following the tenant providing notice of an intent to vacate]  
3 **FOR THE TIME FOLLOWING THE TENANT PROVIDING NOTICE OF AN INTENT TO**  
4 **VACATE UNTIL THE TENANT VACATES THE LEASED PREMISES, UP TO A MAXIMUM OF**  
5 **30 DAYS.**

6 (2) (i) IF A TENANT VACATES THE LEASED PREMISES EARLIER  
7 THAN 30 DAYS AFTER THE DATE THE TENANT PROVIDES WRITTEN NOTICE OF AN  
8 INTENT TO VACATE, THE TENANT SHALL PROVIDE THE LANDLORD WITH WRITTEN  
9 NOTICE, SIGNED BY THE TENANT AND NOTARIZED, BY FIRST-CLASS MAIL OR HAND  
10 DELIVERY STATING THAT THE TENANT HAS VACATED THE LEASED PREMISES.

11 (ii) ON RECEIVING A NOTICE IDENTIFIED IN SUBPARAGRAPH (i)  
12 OF THIS PARAGRAPH, A LANDLORD SHALL INSPECT THE LEASED PREMISES AND, IF  
13 THE TENANT HAS VACATED THE LEASED PREMISES, PROVIDE THE TENANT WITH A  
14 WRITTEN STATEMENT THAT:

15 1. CONFIRMS THE TENANT HAS VACATED THE LEASED  
16 PREMISES;

17 2. STATES THE RENT THAT THE TENANT IS  
18 RESPONSIBLE FOR UNDER THIS SUBSECTION; AND

19 3. STATES THE AMOUNT OF RENT STILL OWED BY THE  
20 TENANT OR THE AMOUNT OF ANY OVERPAYMENT OF RENT TO BE REFUNDED.

21 (iii) FOR THE PURPOSE OF CALCULATING THE RENT THAT A  
22 TENANT IS RESPONSIBLE FOR UNDER THIS SUBSECTION, THE TENANT SHALL BE  
23 DEEMED TO HAVE VACATED THE LEASED PREMISES:

24 1. IF NOTICE IS DELIVERED BY FIRST-CLASS MAIL, ON  
25 THE DATE THE NOTICE WAS POSTMARKED; OR

26 2. IF NOTICE IS HAND DELIVERED, ON THE DATE THE  
27 NOTICE WAS HAND DELIVERED TO THE LANDLORD.

28 (iv) A TENANT WHO VACATES THE LEASED PREMISES EARLIER  
29 THAN 30 DAYS AFTER THE DATE THE TENANT PROVIDED WRITTEN NOTICE OF AN  
30 INTENT TO VACATE OR WHO FAILS TO PROVIDE THE WRITTEN NOTICE REQUIRED  
31 UNDER THIS PARAGRAPH SHALL BE RESPONSIBLE FOR THE MAXIMUM RENT  
32 REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.

33 (d) If a tenant does not vacate the leased premises within 30 days of providing to

1 the landlord the written notice required under § 8-5A-03 [or], § 8-5A-04, **OR § 8-5A-05**  
2 of this subtitle, the landlord is, at the landlord's option and with written notice to the  
3 tenant, entitled to:

4 (1) All legal remedies against a tenant holding over available under §  
5 8-402 of this title; or

6 (2) Deem the tenant's notice of an intent to vacate to have been rescinded  
7 and the terms of the original lease to be in full force and effect.

8 (e) The termination of a tenant's future liability under a residential lease under  
9 this section does not terminate or in any other way impact the future liability of a tenant  
10 who is the respondent in the action that results in:

11 (1) A protective order issued for the benefit of the victim tenant or victim  
12 legal occupant under § 4-506 of the Family Law Article; or

13 (2) A peace order issued for the benefit of the victim tenant or victim legal  
14 occupant for which the underlying act was sexual assault **OR STALKING** under § 3-1505 of  
15 the Courts Article.

16 8-5A-03.

17 (a) If a tenant or legal occupant is a victim of domestic violence, the tenant may  
18 terminate the tenant's future liability under a residential lease under § 8-5A-02 of this  
19 subtitle if the tenant provides the landlord with written notice by first-class mail or hand  
20 delivery of an intent to vacate the premises and notice of the tenant's or legal occupant's  
21 status as a victim of domestic violence.

22 (b) The notice provided under subsection (a) of this section shall include **[a]:**

23 (1) A copy of a protective order issued for the benefit of the tenant or legal  
24 occupant under § 4-506 of the Family Law Article; **OR**

25 (2) **A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED**  
26 **THAT:**

27 (I) **THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**  
28 **PERPETRATOR IS REDACTED; AND**

29 (II) **THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY**  
30 **WITHIN THE PRECEDING 60 DAYS.**

31 8-5A-04.

32 (a) If a tenant or legal occupant is a victim of sexual assault, the tenant may

1 terminate the tenant's future liability under a residential lease under § 8-5A-02 of this  
2 subtitle if the tenant provides the landlord with written notice by first-class mail or hand  
3 delivery of an intent to vacate the leased premises, including the tenant's or legal occupant's  
4 status as a victim of sexual assault.

5 (b) The notice provided under subsection (a) of this section shall include:

6 (1) A copy of a protective order issued for the benefit of the tenant or legal  
7 occupant under § 4-506 of the Family Law Article; [or]

8 (2) A copy of a peace order issued for the benefit of the tenant or legal  
9 occupant for which the underlying act was sexual assault under § 3-1505 of the Courts  
10 Article; OR

11 (3) **A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED**  
12 **THAT:**

13 (i) **THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**  
14 **PERPETRATOR IS REDACTED; AND**

15 (ii) **THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY**  
16 **WITHIN THE PRECEDING 60 DAYS.**

17 **8-5A-05.**

18 (A) **IF A TENANT OR LEGAL OCCUPANT IS A VICTIM OF STALKING, THE**  
19 **TENANT MAY TERMINATE THE TENANT'S FUTURE LIABILITY UNDER A RESIDENTIAL**  
20 **LEASE UNDER § 8-5A-02 OF THIS SUBTITLE IF THE TENANT PROVIDES THE**  
21 **LANDLORD WITH WRITTEN NOTICE BY FIRST-CLASS MAIL OR HAND DELIVERY OF AN**  
22 **INTENT TO VACATE THE LEASED PREMISES, INCLUDING THE TENANT'S OR LEGAL**  
23 **OCCUPANT'S STATUS AS A VICTIM OF STALKING.**

24 (B) **THE NOTICE PROVIDED UNDER SUBSECTION (A) OF THIS SECTION**  
25 **SHALL INCLUDE:**

26 (1) **A COPY OF A PROTECTIVE ORDER ISSUED FOR THE BENEFIT OF**  
27 **THE TENANT OR LEGAL OCCUPANT UNDER § 4-506 OF THE FAMILY LAW ARTICLE;**

28 (2) **A COPY OF A PEACE ORDER ISSUED FOR THE BENEFIT OF THE**  
29 **TENANT OR LEGAL OCCUPANT FOR WHICH THE UNDERLYING ACT WAS STALKING**  
30 **UNDER § 3-1505 OF THE COURTS ARTICLE; OR**

31 (3) **A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED**  
32 **THAT:**

1                   **(I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**  
2 **PERPETRATOR IS REDACTED; AND**

3                   **(II) THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY**  
4 **WITHIN THE PRECEDING 60 DAYS.**

5 **[8-5A-05.] 8-5A-06.**

6           (a) This section applies to an action for possession of property under § 8-402.1 of  
7 this title against a tenant or legal occupant who is a victim of domestic violence [or], a  
8 victim of sexual assault, **OR A VICTIM OF STALKING** in which the basis for the alleged  
9 breach is an act or acts of domestic violence [or], sexual assault, **OR STALKING**.

10           (b) (1) A tenant is deemed to have raised a rebuttable presumption that the  
11 alleged breach of the lease does not warrant an eviction if the tenant provides to the court:

12                   (i) A copy of a protective order issued for the benefit of the tenant or  
13 legal occupant under § 4-506 of the Family Law Article; [or]

14                   (ii) A copy of a peace order issued for the benefit of the tenant or legal  
15 occupant for which the underlying act was sexual assault **OR STALKING** under § 3-1505 of  
16 the Courts Article; **OR**

17                   **(III) A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED THAT:**

18                                   **(1) THE NAME AND PHYSICAL DESCRIPTION OF THE**  
19 **ALLEGED PERPETRATOR IS REDACTED; AND**

20                                   **(2) THE ALLEGED BREACH OF THE LEASE OCCURRED**  
21 **WITHIN 60 DAYS OF THE DAY THE REPORT WAS SIGNED BY THE QUALIFIED THIRD**  
22 **PARTY.**

23           (2) If domestic violence [or], sexual assault, **OR STALKING** is raised as a  
24 defense in an action for possession of property under § 8-402.1 of this title, the court, in its  
25 discretion, may enter a judgment in favor of a tenant who does not provide the evidence  
26 described in paragraph (1) of this subsection.

27 **[8-5A-06.] 8-5A-07.**

28           (a) A person who is a victim of domestic violence [or], a victim of sexual assault,  
29 **OR A VICTIM OF STALKING** and who is a tenant under a residential lease may provide to  
30 the landlord a written request to change the locks of the leased premises if the protective  
31 order or peace order issued for the benefit of the tenant or legal occupant requires the  
32 respondent to refrain from entering or to vacate the residence of the tenant or legal

1 occupant.

2 (b) The written request provided under subsection (a) of this section shall include:

3 (1) A copy of a protective order issued for the benefit of the tenant or legal  
4 occupant under § 4–506 of the Family Law Article; or

5 (2) A copy of a peace order issued for the benefit of the tenant or legal  
6 occupant for which the underlying act was sexual assault **OR STALKING** under § 3–1505 of  
7 the Courts Article.

8 (c) (1) The landlord shall change the locks on the leased premises by the close  
9 of the next business day after receiving a written request under subsection (a) of this  
10 section.

11 (2) If the landlord fails to change the locks as required under paragraph (1)  
12 of this subsection, the tenant:

13 (i) May have the locks changed by a certified locksmith on the leased  
14 premises without permission from the landlord; and

15 (ii) Shall give a duplicate key to the landlord or the landlord's agent  
16 by the close of the next business day after the lock change.

17 (d) If a landlord changes the locks on a tenant's leased premises under subsection  
18 (c) of this section, the landlord:

19 (1) Shall provide a copy of the new key to the tenant who made the request  
20 for the change of locks at a mutually agreed time not to exceed 48 hours following the lock  
21 change; and

22 (2) May charge a fee to the tenant not exceeding the reasonable cost of  
23 changing the locks.

24 (e) (1) If a landlord charges a fee to the tenant for changing the locks on a  
25 tenant's leased premises under subsection (d) of this section, the tenant shall pay the fee  
26 within 45 days of the date the locks are changed.

27 (2) If a tenant does not pay a fee as required under paragraph (1) of this  
28 subsection, the landlord may:

29 (i) Charge the fee as additional rent; or

30 (ii) Withhold the amount of the fee from the tenant's security  
31 deposit.

32 **8–5A–08.**

1           **A LANDLORD MAY NOT DISCLOSE ANY INFORMATION PROVIDED BY A TENANT**  
2 **UNDER THIS SUBTITLE TO A THIRD PARTY UNLESS:**

3                   **(1) THE TENANT CONSENTS IN WRITING TO THE DISCLOSURE; OR**

4                   **(2) THE DISCLOSURE IS REQUIRED BY LAW OR A COURT ORDER.**

5           SECTION 4. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall be  
6 construed to apply only prospectively and may not be applied or interpreted to have any  
7 effect on or application to any lease entered into before the effective date of this Act.

8           SECTION 5. AND BE IT FURTHER ENACTED, That this Act shall take effect  
9 October 1, 2020.