

HOUSE BILL 796

L2, N1

6lr1860
CF 6lr2689

By: **Delegates Rosenberg, Oaks, and Anderson**

Introduced and read first time: February 8, 2016

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Baltimore City – Landlord and Tenant Law – Actions for Repossession**
3 **(Fairness and Integrity for Baltimore City Renters Act)**

4 FOR the purpose of repealing and adding certain provisions in the Public Local Laws of
5 Baltimore City concerning landlord and tenant law and the repossession of premises;
6 requiring a landlord to maintain certain records for payments of rent and other
7 charges; establishing certain procedures for repossession by a landlord when a
8 tenant fails to pay rent when due; specifying the contents of a certain notice of default
9 and a complaint for summary ejectment; requiring a sheriff to serve a certain
10 summons in a certain manner; specifying certain procedures for summary ejectment
11 when a tenant is deceased; specifying certain procedures for the court in an action
12 for rent due and summary ejectment; specifying certain procedures for removal of a
13 tenant; specifying a tenant’s right to redeem before eviction; specifying certain
14 procedures for an appeal by a landlord or tenant; establishing a certain tenant legal
15 assistance special fund and a certain surcharge on the filing of an eviction complaint;
16 providing for the granting of money from a certain fund to certain organizations;
17 repealing certain provisions concerning summary ejectment when a tenant is
18 deceased; altering certain provisions concerning the payment of rent escrow and a
19 certain implied warranty of fitness in a tenancy; defining a certain term; and
20 generally relating to landlord and tenant law in Baltimore City.

21 BY repealing

22 The Public Local Laws of Baltimore City

23 Section 9–1 through 9–7

24 Article 4 – Public Local Laws of Maryland

25 (1979 Edition and 1997 Supplement, and 2000 Supplement, as amended)

26 BY adding to

27 The Public Local Laws of Baltimore City

28 Section 9–1 through 9–3

29 Article 4 – Public Local Laws of Maryland

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (1979 Edition and 1997 Supplement, and 2000 Supplement, as amended)

2 BY repealing and reenacting, with amendments,
3 The Public Local Laws of Baltimore City
4 Section 9–8
5 Article 4 – Public Local Laws of Maryland
6 (1979 Edition and 1997 Supplement, and 2000 Supplement, as amended)
7 (As enacted by Chapter 624 of the Acts of the General Assembly of 2007)

8 BY repealing and reenacting, with amendments,
9 The Public Local Laws of Baltimore City
10 Section 9–9(d) and 9–14.2(a)(4)
11 Article 4 – Public Local Laws of Maryland
12 (1979 Edition and 1997 Supplement, and 2000 Supplement, as amended)

13 BY renumbering
14 The Public Local Laws of Baltimore City
15 Section 9–9, 9–9A, and 9–10 through 9–14.2, respectively
16 to be Section 9–5 through 9–13, respectively
17 Article 4 – Public Local Laws of Maryland
18 (1979 Edition and 1997 Supplement, and 2000 Supplement, as amended)

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

21 **Article 4 – Baltimore City**

22 [9–1.

23 In all cases of any demise or agreement for rental, express or implied, verbal or
24 written, hereafter to be made of lands or tenements, whether real estate or chattels real,
25 within the limits of the City of Baltimore, for less term than three calendar months, the
26 remedy of distress for rent due be and the same is hereby taken away and altogether
27 superseded.]

28 [9–2.

29 Whenever the tenant under any demise or agreement of rental, express or implied,
30 verbal or written, of lands or tenements, whether real estate or chattels real within the
31 limits of the City of Baltimore, shall fail to pay the rent thereunder when due and payable,
32 it shall be lawful for the lessor to have again and repossess the premises so rented. The
33 filing of a complaint in summary ejection under this subtitle, the trial of said cause and
34 the granting of a judgment of restitution shall not preclude the plaintiff or the owner of
35 said premises from filing and maintaining an independent suit for rent due and unpaid.]

36 [9–3.

1 Whenever any lessor shall desire to have again and repossess any premises to which
2 he is entitled under the provisions of the preceding section, he or his duly qualified agent
3 or attorney, shall make his written complaint under oath or affirmation, in the District
4 Court of Baltimore City, and describing therein in general terms the property sought to be
5 had again and repossessed as aforesaid, and also setting forth the name of the tenant to
6 whom the same is rented, or his assignee or under tenant or tenants, with the amount of
7 rent thereon due and unpaid; and praying by warrant to have again and repossess the
8 premises, together with judgment for the amount of rent due and costs; and it shall
9 thereupon be the duty of said District Court of Baltimore City forthwith to issue summons
10 directed to a Constable of said court, ordering him to notify said tenant, assignee or
11 undertenant forthwith to appear before the said District Court at trial to held on the fifth
12 day after the filing of said complaint, except as hereinafter provided, to show cause why the
13 prayer of said lessor should not be granted as aforesaid, and the said Constable shall
14 forthwith proceed to serve said summons on or before the third day after the filing of said
15 complaint, upon said tenant, assignee or under tenant in said premises, or upon his or their
16 known or authorized agent, or said Constable shall affix an attested copy of said summons
17 conspicuously upon said premises, and such affixing of said summons shall, for the
18 purposes of this subheading of this article, be deemed and construed a sufficient service
19 upon all persons whomsoever.]

20 [9-4.

21 The filing of a complaint in summary ejectment under this subtitle, the trial of said
22 cause and the granting of a judgment of restitution shall not preclude the plaintiff or the
23 owner of said premises from filing and maintaining an independent suit for rent due and
24 unpaid.]

25 [9-5.

26 (a) If, at the trial aforesaid, the judge shall be satisfied the interest of justice will
27 be better served by an adjournment, he may adjourn the trial for a period not exceeding
28 seven days, except by consent of the parties, and if at said trial or due adjournment, as
29 aforesaid, it shall appear to the satisfaction of the judge before whom said complaint has
30 been tried as aforesaid, that the rent or any part of the rent for said premises is actually
31 due and unpaid, then the said judge shall give judgment in favor of said lessor for the
32 amount of rent found due, with costs of suit, and shall order that said tenant and all persons
33 claiming or holding by or under said tenant shall yield and render up possession of said
34 premises unto said lessor, or unto his duly qualified agent or attorney within 4 days
35 thereafter; provided, however, that upon presentation of certificate signed by a practicing
36 physician certifying that surrender of said premises within said period of 4 days would
37 endanger the health or life of any occupant thereof, said judge may, at the trial or
38 subsequent thereto, extend the time for such surrender of the premises upon such terms
39 and for such period or periods as he shall deem necessary and just.

40 If the interval between the filing of the landlord's complaint and the trial of the cause
41 shall be more than three days, any order or judgment of said court with respect to the

1 payment of rent shall include all rent due and unpaid up to and including the day of trial;
2 and the proceedings amended to set forth the basis of said judgment or order.

3 (b) (1) In any action of summary ejection for failure to pay rent where the
4 landlord is awarded a judgment giving him restitution of the leased premises, the tenant
5 has the right to redemption of the leased premises by tendering in cash, certified check or
6 money order to the landlord or his agent all past due rent and late fees, plus all court
7 awarded costs and fees, at any time before actual execution of the eviction order.

8 (2) The right of redemption is not available to a tenant if the landlord
9 alleges and shows that more than three judgments of restitution were issued against the
10 tenant in the 12 months preceding the filing of the landlord's complaint.

11 (3) Nothing in this section shall preclude a tenant in any summary
12 ejection action from raising any defense available under the Public Local Laws of
13 Baltimore City. If a tenant prevails on any of these defenses, the judgment, whether or not
14 it includes a judgment of restitution against the tenant, shall not be considered a judgment
15 of restitution for purposes of paragraph (2) of this subsection.]

16 [9-6.

17 In case judgment shall be given in favor of said lessor in the manner aforesaid, and
18 the tenant shall fail to comply with the requirements of the said order there shall issue, on
19 the order of the lessor, a warrant directed to a constable of the District Court, directing said
20 constable to cause said lessor to have again and repossess said premises by putting him in
21 possession thereof, and for that purpose to remove from said premises, by force if necessary,
22 all the furniture, implements, tools, goods, effects or other chattels of every description
23 whatsoever belonging to said tenant, or to any person claiming or holding by or under said
24 tenant.

25 A Judge of the District Court shall have the power to pass such order or orders as
26 may be necessary, in his discretion, to accomplish the reversion of possession in the
27 landlord.

28 If the lessor does not order a warrant of restitution within sixty (60) days from date
29 of judgment or from the expiration date of any stay of execution that may have been entered
30 by agreement, whichever shall be the later, the case shall be considered as dismissed.]

31 [9-7.

32 Any party aggrieved may appeal from the judgment of the District Court to the
33 Circuit Court for Baltimore City, at any time within 4 days from the rendition of such
34 judgment; the tenant in order to stay any execution of the judgment, shall give a bond to
35 the landlord with one or more securities, who are owners of sufficient leasehold or real
36 estate in Baltimore City, or the tenant shall provide such security in the form of either a
37 corporate or cash bond, with condition to prosecute the appeal with effect, and answer to
38 the landlord, or the landlord's personal representative, in all costs and damages mentioned

1 in the judgment and such other damages as shall be incurred and sustained by reason of
2 said appeal; the aforesaid bond shall not affect in any manner the right of the lessor to
3 proceed against said tenant, assignee or under tenant for any and all rents that may become
4 due and payable to the lessor after the rendition of said judgment.]

5 **9-1.**

6 (A) THIS SUBTITLE SHALL APPLY TO ANY RENTAL AGREEMENT, EXPRESS OR
7 IMPLIED, VERBAL OR WRITTEN, MADE FOR RESIDENTIAL USE OF PROPERTY WITHIN
8 THE LIMITS OF BALTIMORE CITY.

9 (B) IN THIS SUBTITLE, "RENT" MEANS THE FIXED, PERIODIC SUM PAID BY A
10 TENANT TO THE LANDLORD FOR USE AND POSSESSION OF THE LEASED PREMISES,
11 REGARDLESS OF HOW RENT IS DEFINED IN THE LEASE.

12 (C) UNLESS OTHERWISE DESIGNATED BY THE TENANT AT THE TIME OF
13 PAYMENT, ANY PAYMENT BY THE TENANT TO THE LANDLORD SHALL FIRST BE
14 CREDITED TO THE TENANT'S EARLIEST OUTSTANDING RENT OBLIGATION.

15 (D) FOR EVERY PAYMENT MADE BY A TENANT, THE LANDLORD SHALL GIVE
16 THE TENANT A RECEIPT SHOWING THE AMOUNT AND DATE OF PAYMENT.

17 (E) (1) A LANDLORD SHALL MAINTAIN A RECORDS SYSTEM OF CHARGES
18 AND PAYMENTS TO EACH TENANT'S ACCOUNT, WHICH SHALL SHOW THAT A RECEIPT
19 OF SOME FORM WAS GIVEN TO EACH TENANT FOR EACH PAYMENT.

20 (2) THE LANDLORD SHALL MAINTAIN ONE RECORD SHOWING THE
21 DATE, AMOUNT, AND ITEMIZED DESCRIPTION OF CHARGES BY THE LANDLORD AND
22 PAYMENTS BY THE TENANT OF:

23 (I) RENT, AS DEFINED IN THIS SUBTITLE;

24 (II) LATE FEES; AND

25 (III) COURT-AWARDED COSTS.

26 (3) THE LANDLORD SHALL MAINTAIN A SEPARATE RECORD OF THE
27 DATES, AMOUNTS, AND ITEMIZED DESCRIPTIONS OF CHARGES BY THE LANDLORD
28 AND PAYMENTS BY THE TENANT RELATED TO OTHER SERVICES OR FEES.

29 (F) A FINDING THAT THE LANDLORD OR THE LANDLORD'S
30 REPRESENTATIVE, AGENT, OR EMPLOYEE VIOLATED SUBSECTIONS (D) OR (E) OF
31 THIS SECTION SHALL PROVIDE A COMPLETE DEFENSE TO ANY ACTION FOR
32 POSSESSION BROUGHT BY THE LANDLORD UNDER SECTION 9-2 OF THIS ARTICLE.

1 **(G) IN THE CASE OF A TENANCY FOR A TERM LESS THAN 3 CALENDAR**
2 **MONTHS, THE REMEDY OF DISTRESS FOR RENT DUE IS HEREBY TAKEN AWAY AND**
3 **ALTOGETHER SUPERSEDED.**

4 **9-2.**

5 **(A) WHENEVER A TENANT FAILS TO PAY THE RENT WHEN DUE AND PAYABLE**
6 **AND THE RENT IS DEEMED LATE UNDER THE TERMS OF THE LEASE, IT SHALL BE**
7 **LAWFUL FOR THE LANDLORD TO HAVE AGAIN AND REPOSSESS THE PREMISES BY**
8 **THE PROCEDURE SET FORTH IN THIS SECTION.**

9 **(B) (1) WHENEVER THE LANDLORD SHALL DESIRE TO REPOSSESS ANY**
10 **PREMISES TO WHICH THE LANDLORD IS ENTITLED UNDER SUBSECTION (A) OF THIS**
11 **SECTION, THE LANDLORD SHALL SERVE A WRITTEN NOTICE OF DEFAULT BY BOTH**
12 **FIRST CLASS AND CERTIFIED MAIL TO THE TENANT OR TENANTS NAMED IN THE**
13 **LEASE OR RENTAL AGREEMENT, OR IN THE ABSENCE OF A WRITTEN AGREEMENT,**
14 **THE TENANT WHO LAST TENDERED PAYMENT OF THE RENT.**

15 **(2) THE NOTICE OF DEFAULT SHALL:**

16 **(I) DESCRIBE THE AMOUNT OF RENT CLAIMED TO BE DUE, THE**
17 **RENTAL PERIOD FOR WHICH THE RENT IS DUE, THE DUE DATE, AND ANY LAWFUL**
18 **LATE FEES;**

19 **(II) STATE THAT THE TENANT MAY TENDER A FULL PAYMENT TO**
20 **THE LANDLORD, WHICH THE LANDLORD MAY NOT REFUSE, TO CURE THE**
21 **ARREARAGE WITHIN 14 DAYS AFTER SERVICE OF THE NOTICE;**

22 **(III) STATE THAT THE TENANT'S FAILURE TO CURE PROVIDES**
23 **THE LANDLORD GROUNDS TO FILE A COMPLAINT TO EVICT THE TENANT IN COURT**
24 **AND THAT THE COURT MAY ORDER THE TENANT TO PAY COURT COSTS;**

25 **(IV) STATE THE DATE ON WHICH THE LANDLORD MAY FIRST**
26 **SUBMIT A WRITTEN COMPLAINT TO THE DISTRICT COURT OF MARYLAND FOR**
27 **BALTIMORE CITY UNDER THIS SECTION; AND**

28 **(V) INCLUDE WITH THE NOTICE OF DEFAULT COPIES OF:**

29 **1. THE LEASE OR RENTAL AGREEMENT, IF ONE EXISTS**
30 **AND HAS NOT BEEN PROVIDED TO THE TENANT PREVIOUSLY UNDER THIS SECTION**
31 **IN THE PAST YEAR;**

1 2. THE RECORDS OF THE TENANT'S ACCOUNT
2 DESCRIBED IN SECTION 9-1(E) OF THIS ARTICLE;

3 3. RECORDS DEMONSTRATING THAT THE LEASED
4 PREMISES COMPLIES WITH APPLICABLE REGISTRATION, INSPECTION, AND
5 LICENSING REQUIREMENTS OF THE BALTIMORE CITY DEPARTMENT OF HOUSING
6 AND COMMUNITY DEVELOPMENT AND THE MARYLAND DEPARTMENT OF THE
7 ENVIRONMENT;

8 4. ANY DOCUMENT THAT THE LANDLORD INTENDS TO
9 RELY ON AT TRIAL; AND

10 5. A LIST OF NONPROFIT LEGAL SERVICES
11 ORGANIZATIONS THAT MAY PROVIDE LEGAL ADVICE OR REPRESENTATION TO THE
12 TENANT, AS ISSUED BY THE MARYLAND LEGAL SERVICES CORPORATION.

13 (c) (1) ON THE 15TH DAY AFTER SERVICE OF THE NOTICE OF DEFAULT,
14 IF THE TENANT HAS NOT CURED THE RENT ARREARAGE, OR THE PARTIES HAVE NOT
15 OTHERWISE RESOLVED THE DISPUTE, THE LANDLORD MAY FILE A WRITTEN
16 COMPLAINT UNDER OATH OR AFFIRMATION IN THE DISTRICT COURT OF MARYLAND
17 FOR BALTIMORE CITY.

18 (2) THE COMPLAINT SHALL:

19 (i) DESCRIBE THE ADDRESS OF THE PROPERTY SOUGHT TO BE
20 REPOSSESSED;

21 (ii) SET FORTH THE NAME OF EACH TENANT TO WHOM THE
22 PROPERTY IS RENTED AND ANY ASSIGNEE OR SUBTENANT IF APPLICABLE;

23 (iii) STATE THE AMOUNT OF RENT AND ANY LATE FEES DUE AND
24 UNPAID AS SET FORTH IN THE NOTICE OF DEFAULT, LESS THE AMOUNT OF:

25 1. ANY PAYMENTS RECEIVED BY THE LANDLORD FROM
26 THE TENANT SINCE THE NOTICE OF DEFAULT WAS SERVED; AND

27 2. IF APPLICABLE, THE AMOUNT OF ANY UTILITY BILLS,
28 FEES, OR SECURITY DEPOSITS PAID BY A TENANT UNDER § 7-309 OF THE PUBLIC
29 UTILITIES ARTICLE OF THE ANNOTATED CODE OF MARYLAND;

30 (iv) REQUEST TO REPOSSESS THE PREMISES AND, IF DESIRED, A
31 JUDGMENT FOR A STATED AMOUNT;

1 (V) IF APPLICABLE, STATE THAT, TO THE BEST OF THE
2 LANDLORD'S KNOWLEDGE, THE TENANT IS DECEASED, INTESTATE, AND WITHOUT
3 NEXT OF KIN;

4 (VI) AFFIRMATIVELY PLEAD AND DEMONSTRATE WHETHER THE
5 LANDLORD'S COMPLIANCE WITH THE LEAD RISK REDUCTION IN HOUSING LAW IS
6 REQUIRED AND, IF SO, THAT THE LANDLORD IS IN COMPLIANCE, AS PROVIDED BY §
7 8-401(B)(1)(VI) OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF
8 MARYLAND;

9 (VII) AFFIRMATIVELY PLEAD AND DEMONSTRATE THAT THE
10 LANDLORD IS IN COMPLIANCE WITH THE APPLICABLE REGISTRATION AND
11 LICENSING REQUIREMENTS FOR RENTAL HOUSING IN BALTIMORE CITY, STATING
12 THE REGISTRATION OR LICENSE NUMBER FOR THE LEASED PREMISES; AND

13 (VIII) INCLUDE:

14 1. A COPY OF THE NOTICE OF DEFAULT;

15 2. AN AFFIDAVIT OF SERVICE THAT DESCRIBES HOW THE
16 NOTICE OF DEFAULT WAS SERVED AND LISTS THE CERTIFIED MAIL TRACKING
17 NUMBER AND THE DOCUMENTS THAT WERE ATTACHED TO AND SERVED WITH THE
18 NOTICE OF DEFAULT; AND

19 3. COPIES OF RECORDS DEMONSTRATING THAT THE
20 LEASED PREMISES COMPLIES WITH APPLICABLE REGISTRATION, INSPECTION, OR
21 LICENSING REQUIREMENTS OF THE BALTIMORE CITY DEPARTMENT OF HOUSING
22 AND COMMUNITY DEVELOPMENT AND THE MARYLAND DEPARTMENT OF THE
23 ENVIRONMENT.

24 (3) FOR THE PURPOSE OF THE COURT'S DETERMINATION UNDER
25 SUBSECTION (E) OF THIS SECTION, THE LANDLORD SHALL ALSO SPECIFY THE
26 AMOUNT OF RENT DUE FOR EACH RENTAL PERIOD UNDER THE LEASE, THE DAY THAT
27 THE RENT IS DUE AND LATE FOR EACH RENTAL PERIOD, AND LAWFUL LATE FEES
28 FOR OVERDUE RENT PAYMENTS.

29 (4) THE CLERK MAY NOT ACCEPT FOR FILING ANY COMPLAINT THAT
30 DOES NOT COMPLY WITH THIS SUBSECTION AND SUBSECTION (B) OF THIS SECTION.

31 (5) IT SHALL BE THE DUTY OF THE DISTRICT COURT OF MARYLAND
32 FOR BALTIMORE CITY TO ISSUE ITS SUMMONS DIRECTLY TO THE SHERIFF AND
33 ORDER THE SHERIFF TO NOTIFY EACH DEFENDANT BY SERVICE OF PROCESS:

1 **(I) TO APPEAR BEFORE THE DISTRICT COURT AT THE TRIAL TO**
2 **BE HELD ON THE 10TH DAY AFTER THE FILING OF THE COMPLAINT; AND**

3 **(II) TO ANSWER THE LANDLORD'S COMPLAINT TO SHOW CAUSE**
4 **WHY THE DEMAND OF THE LANDLORD SHOULD NOT BE GRANTED.**

5 **(6) (I) SUBJECT TO SUBSECTION (D) OF THIS SECTION, THE**
6 **SHERIFF SHALL PROCEED TO SERVE THE SUMMONS, ON OR BEFORE THE 3RD DAY**
7 **AFTER THE FILING OF THE COMPLAINT, ON EACH DEFENDANT OR THE DEFENDANT'S**
8 **KNOWN OR AUTHORIZED AGENT AS FOLLOWS:**

9 **1. THE SHERIFF SHALL, BY FIRST-CLASS MAIL, DELIVER**
10 **AN ATTESTED COPY OF THE SUMMONS AND COMPLAINT TO THE ADDRESS OF THE**
11 **PROPERTY SOUGHT TO BE REPOSSESSED;**

12 **2. IF PERSONAL SERVICE IS REQUESTED AND ANY**
13 **PERSON WHOM THE SHERIFF IS DIRECTED TO SERVE IS FOUND ON THE PROPERTY,**
14 **THE SHERIFF SHALL SERVE ANY SUCH PERSON; OR**

15 **3. IF PERSONAL SERVICE IS REQUESTED AND NONE OF**
16 **THE PERSONS WHOM THE SHERIFF IS DIRECTED TO SERVE IS FOUND ON THE**
17 **PROPERTY AND, IN ALL CASES IN WHICH PERSONAL SERVICE IS NOT REQUESTED,**
18 **THE SHERIFF SHALL AFFIX AN ATTESTED COPY OF THE SUMMONS CONSPICUOUSLY**
19 **ON THE DOOR OF THE PROPERTY TO BE REPOSSESSED.**

20 **(II) THE AFFIXING OF THE SUMMONS CONSPICUOUSLY ON THE**
21 **DOOR OF THE PROPERTY TO BE REPOSSESSED, AFTER DUE NOTIFICATION TO EACH**
22 **DEFENDANT BY FIRST-CLASS MAIL, SHALL CONCLUSIVELY BE PRESUMED TO BE A**
23 **SUFFICIENT SERVICE TO ALL PERSONS TO SUPPORT THE ENTRY OF A DEFAULT**
24 **JUDGMENT FOR POSSESSION OF THE PREMISES, TOGETHER WITH COURT COSTS, IN**
25 **FAVOR OF THE LANDLORD, BUT IT SHALL NOT BE SUFFICIENT SERVICE TO SUPPORT**
26 **A DEFAULT JUDGMENT IN FAVOR OF THE LANDLORD FOR THE AMOUNT OF RENT**
27 **DUE.**

28 **(III) IF THE SHERIFF CANNOT AFFIX THE SUMMONS**
29 **CONSPICUOUSLY ON THE DOOR OF THE PROPERTY DUE TO THE LANDLORD'S**
30 **FAILURE TO PROVIDE SUFFICIENT ACCESS TO THE PROPERTY TO BE REPOSSESSED,**
31 **THE SUMMONS SHALL BE RETURNED TO THE DISTRICT COURT OF MARYLAND FOR**
32 **BALTIMORE CITY AND THE COMPLAINT SHALL BE DISMISSED WITHOUT PREJUDICE.**

33 **(7) THE FILING OF A COMPLAINT IN SUMMARY EJECTMENT UNDER**
34 **THIS SUBTITLE, THE TRIAL, OR THE GRANTING OF A JUDGMENT OF RESTITUTION**

1 DOES NOT PRECLUDE THE PLAINTIFF OR THE OWNER OF THE PREMISES FROM
2 FILING AND MAINTAINING AN INDEPENDENT SUIT FOR RENT DUE AND UNPAID.

3 (D) (1) IF A TENANT DIES, THE LANDLORD SHALL HAVE THE RIGHT TO
4 SUMMARY EJECTMENT FOR NONPAYMENT OF RENT BY MAKING THE PERSONAL
5 REPRESENTATIVE OF THE DECEASED TENANT THE PARTY DEFENDANT.

6 (2) IF A TENANT DIES AND NO PERSONAL REPRESENTATIVE OF THE
7 TENANT'S ESTATE HAS BEEN APPOINTED, THEN THE LANDLORD, ON FILING A
8 WRITTEN COMPLAINT SETTING FORTH THESE FACTS, SHALL HAVE THE RIGHT TO
9 PROCEED IN SUMMARY EJECTMENT FOR NONPAYMENT OF RENT BY NAMING THE
10 ESTATE OF THE DECEASED TENANT AS THE DEFENDANT.

11 (3) IN ANY SUCH INSTANCE OF A DECEASED TENANT, THE SUMMONS
12 SHALL BE SERVED:

13 (I) ON THE OCCUPANT OF THE PREMISES;

14 (II) IF THE PREMISES ARE UNOCCUPIED, ON ONE OF THE NEXT
15 OF KIN OF THE DECEASED TENANT, IF KNOWN; OR

16 (III) IF THERE IS NO OCCUPANT AT THE PREMISES OR KNOWN
17 NEXT OF KIN AVAILABLE FOR SERVICE, THEN AFFIXED CONSPICUOUSLY ON THE
18 DOOR OF THE PROPERTY TO BE REPOSSESSED.

19 (4) (I) SERVICE OF THE SUMMONS UNDER PARAGRAPH (3) OF THIS
20 SUBSECTION SHALL CONCLUSIVELY BE PRESUMED TO BE A SUFFICIENT SERVICE TO
21 ALL PERSONS TO SUPPORT THE ENTRY OF A DEFAULT JUDGMENT FOR POSSESSION
22 OF THE PREMISES, TOGETHER WITH COURT COSTS, IN FAVOR OF THE LANDLORD,
23 BUT IT SHALL NOT BE SUFFICIENT SERVICE TO SUPPORT A DEFAULT JUDGMENT IN
24 FAVOR OF THE LANDLORD FOR THE AMOUNT OF RENT DUE.

25 (II) IF THE SHERIFF CANNOT AFFIX THE SUMMONS
26 CONSPICUOUSLY ON THE DOOR OF THE PROPERTY DUE TO THE LANDLORD'S
27 FAILURE TO PROVIDE SUFFICIENT ACCESS TO THE PROPERTY TO BE REPOSSESSED,
28 THE SUMMONS SHALL BE RETURNED TO THE DISTRICT COURT OF MARYLAND FOR
29 BALTIMORE CITY AND THE COMPLAINT SHALL BE DISMISSED WITHOUT PREJUDICE.

30 (E) (1) PRIOR TO OR AT THE TRIAL, THE JUDGE MAY ADJOURN THE TRIAL
31 FOR A PERIOD NOT EXCEEDING 7 DAYS, EXCEPT BY CONSENT OF THE PARTIES, FOR
32 ANY OF THE FOLLOWING REASONS:

1 **(I) A PARTY IS UNABLE TO APPEAR DUE TO TEMPORARY**
2 **INCAPACITY OR OTHER DOCUMENTED MEDICAL REASON;**

3 **(II) A PARTY REQUIRES ADDITIONAL TIME TO OBTAIN LEGAL**
4 **ADVICE OR REPRESENTATION FOR PURPOSES OF DEFENDING AGAINST A CLAIM**
5 **ARISING IN THE PROCEEDING;**

6 **(III) THE TENANT IS A BENEFICIARY OF PUBLIC ASSISTANCE**
7 **AND, AT TIME OF TRIAL, AWAITS A PERIODIC DISBURSAL OF FUNDS FROM A PUBLIC**
8 **AGENCY;**

9 **(IV) A PARTY NEEDS ADDITIONAL TIME, DESPITE REASONABLE**
10 **EFFORTS MADE BEFORE TRIAL, TO PROCURE NECESSARY WITNESSES; OR**

11 **(V) ANY OTHER REASON BY WHICH THE JUDGE IS SATISFIED**
12 **THE INTEREST OF JUSTICE WILL BE SERVED.**

13 **(2) AT TRIAL, IF THE COURT FINDS BY A PREPONDERANCE OF THE**
14 **EVIDENCE THAT THE RENT, OR ANY PART OF THE RENT AND LATE FEES, IS ACTUALLY**
15 **DUE AND UNPAID, THE COURT SHALL DETERMINE THE AMOUNT OF RENT AND LATE**
16 **FEES DUE.**

17 **(3) THE COURT'S DETERMINATION OF RENT AND LATE FEES SHALL**
18 **INCLUDE THE FOLLOWING:**

19 **(I) RENT DUE AND OWING, AS SET FORTH IN THE COMPLAINT;**

20 **(II) RENT ACCRUING AFTER THE DATE OF THE FILING OF THE**
21 **COMPLAINT IF SET FORTH AND REQUESTED IN THE COMPLAINT;**

22 **(III) LATE FEES, AS SET FORTH IN THE COMPLAINT; AND**

23 **(IV) CREDIT FOR PAYMENTS OF RENT AND LATE FEES AND**
24 **OTHER FEES, UTILITY BILLS, OR SECURITY DEPOSITS PAID BY A TENANT UNDER §**
25 **7-309 OF THE PUBLIC UTILITIES ARTICLE OF THE ANNOTATED CODE OF**
26 **MARYLAND AFTER THE COMPLAINT WAS FILED.**

27 **(4) THE COURT SHALL REVIEW ALL PLEADINGS REQUIRED BY**
28 **SUBSECTION (C)(2)(VI) AND (VII) OF THIS SECTION, AND ON ANY FINDING THAT THE**
29 **PLEADINGS ARE NOT SUPPORTED BY VALID DOCUMENTATION OF AN APPROPRIATE**
30 **REGULATORY AGENCY, THE COURT SHALL DISMISS THE ACTION WITH PREJUDICE.**
31 **THE COURT MAY NOT RELEASE THE PARTIES FROM THE TERMS OF THE LEASE OR**

1 RENTAL AGREEMENT FOR THAT PROPERTY EXCEPT ON EXPRESS REQUEST OF THE
2 TENANT.

3 (5) THE COURT, WHEN ENTERING JUDGMENT, SHALL ORDER THAT
4 POSSESSION OF THE PREMISES BE GIVEN TO THE LANDLORD, OR THE LANDLORD'S
5 AGENT OR ATTORNEY, WITHIN 4 DAYS AFTER THE TRIAL.

6 (6) THE COURT MAY ALSO GIVE JUDGMENT IN FAVOR OF THE
7 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 DEFENDANT
9 WAS PERSONALLY SERVED WITH A SUMMONS.

10 (7) HOWEVER, IF THE TENANT, OR SOMEONE FOR THE TENANT, AT
11 THE TRIAL, OR ADJOURNMENT OF THE TRIAL, TENDERS TO THE LANDLORD THE
12 RENT AND LATE FEES DETERMINED BY THE COURT TO BE DUE AND UNPAID,
13 TOGETHER WITH THE COSTS OF THE SUIT, THE COMPLAINT AGAINST THE TENANT
14 SHALL BE ENTERED AS BEING SATISFIED.

15 (F) (1) (I) SUBJECT TO THE PROVISIONS OF PARAGRAPH (2) OF THIS
16 SUBSECTION, IF JUDGMENT IS GIVEN IN FAVOR OF THE LANDLORD, AND THE
17 TENANT FAILS TO COMPLY WITH THE REQUIREMENTS OF THE ORDER WITHIN 4
18 DAYS, THE COURT SHALL, AT ANY TIME AFTER THE EXPIRATION OF THE 4 DAYS,
19 ISSUE ITS WARRANT, DIRECTED TO THE BALTIMORE CITY SHERIFF ORDERING THE
20 SHERIFF TO CAUSE THE LANDLORD TO REPOSSESS THE LEASED PREMISES BY
21 PUTTING THE LANDLORD OR THE LANDLORD'S AGENT OR ATTORNEY IN POSSESSION
22 OF THE PREMISES, AND FOR THAT PURPOSE TO REMOVE FROM THE PREMISES ANY
23 EVICTION CHATTELS IN ACCORDANCE WITH THE CITY CODE OF BALTIMORE CITY,
24 ARTICLE 13 § 8A.

25 (II) IF THE LANDLORD DOES NOT ORDER A WARRANT OF
26 RESTITUTION WITHIN 60 DAYS FROM THE DATE OF JUDGMENT OR FROM THE
27 EXPIRATION DATE OF ANY STAY OF EXECUTION, WHICHEVER IS LATER:

28 1. THE JUDGMENT FOR POSSESSION SHALL BE
29 STRICKEN; AND

30 2. THE JUDGMENT SHALL BE APPLIED TO THE NUMBER
31 OF JUDGMENTS NECESSARY TO FORECLOSE A TENANT'S RIGHT TO REDEMPTION OF
32 THE LEASED PREMISES UNDER SUBSECTION (G) OF THIS SECTION UNLESS THE
33 COURT IN ITS DISCRETION DETERMINES THAT THE JUDGMENT MAY NOT BE APPLIED
34 FOR PURPOSES OF FORECLOSING THAT RIGHT.

1 (III) IF THE LANDLORD ORDERS A WARRANT OF RESTITUTION
2 BUT TAKES NO ACTION ON THE WARRANT WITHIN 60 DAYS FROM THE LATER OF THE
3 DATE THE COURT ISSUES THE ORDER FOR THE WARRANT OR THE DATE AS
4 OTHERWISE EXTENDED BY THE COURT:

5 1. THE WARRANT OF RESTITUTION SHALL EXPIRE AND
6 THE JUDGMENT FOR POSSESSION SHALL BE STRICKEN; AND

7 2. THE JUDGMENT SHALL BE APPLIED TO THE NUMBER
8 OF JUDGMENTS NECESSARY TO FORECLOSE A TENANT'S RIGHT TO REDEMPTION OF
9 THE LEASED PREMISES UNDER SUBSECTION (G) OF THIS SECTION UNLESS THE
10 COURT IN ITS DISCRETION DETERMINES THAT THE JUDGMENT MAY NOT BE APPLIED
11 FOR PURPOSES OF FORECLOSING THAT RIGHT.

12 (2) (I) THE ADMINISTRATIVE JUDGE OF THE DISTRICT COURT OF
13 MARYLAND FOR BALTIMORE CITY MAY STAY THE EXECUTION OF A WARRANT OF
14 RESTITUTION OF A RESIDENTIAL PROPERTY, FROM DAY TO DAY, IN THE EVENT OF
15 EXTREME WEATHER CONDITIONS, AND THEREAFTER THE EXECUTION OF THE
16 WARRANT OF RESTITUTION SHALL BE GIVEN PRIORITY AND COMPLETED WITHIN 3
17 DAYS AFTER THE EXTREME WEATHER CONDITIONS CEASE.

18 (II) ON FINDING THAT SURRENDER OF THE PREMISES WOULD
19 OTHERWISE ENDANGER THE HEALTH OR LIFE OF THE TENANT OR ANY OTHER
20 OCCUPANT OF THE PREMISES, THE COURT, IN ITS DISCRETION, MAY STAY THE
21 EXECUTION OF A WARRANT OF RESTITUTION OF A RESIDENTIAL PROPERTY, FROM
22 DAY TO DAY AS JUSTICE MAY REQUIRE, BUT NOT MORE THAN 21 DAYS AFTER THE
23 SHERIFF'S SCHEDULED DATE OF EXECUTION. THEREAFTER, THE EXECUTION OF
24 THE WARRANT OF RESTITUTION SHALL BE GIVEN PRIORITY AND COMPLETED
25 WITHIN 3 DAYS AFTER THE COURT'S TERMINATION OF THE STAY.

26 (G) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, IN ANY
27 ACTION BROUGHT UNDER THIS SECTION, WHERE THE LANDLORD IS AWARDED A
28 JUDGMENT GIVING THE LANDLORD RESTITUTION OF THE LEASED PREMISES, THE
29 TENANT SHALL HAVE THE RIGHT TO REDEMPTION OF THE LEASED PREMISES BY
30 TENDERING IN CASH, CERTIFIED CHECK OR MONEY ORDER TO THE LANDLORD OR
31 THE LANDLORD'S AGENT ALL PAST DUE AMOUNTS, AS DETERMINED BY THE COURT
32 UNDER SUBSECTION (E)(2) OF THIS SECTION, PLUS ALL COURT AWARDED COSTS
33 AND FEES, AT ANY TIME BEFORE ACTUAL EXECUTION OF THE EVICTION ORDER.

34 (2) THIS PARAGRAPH DOES NOT APPLY TO ANY TENANT AGAINST
35 WHOM MORE THAN THREE JUDGMENTS OF POSSESSION HAVE BEEN ENTERED FOR
36 RENT DUE AND UNPAID IN THE 12 MONTHS PRIOR TO THE INITIATION OF THE
37 ACTION TO WHICH THIS SUBSECTION OTHERWISE WOULD APPLY.

1 **(H) (1) THE TENANT OR THE LANDLORD MAY APPEAL FROM THE**
2 **JUDGMENT OF THE DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY TO THE**
3 **CIRCUIT COURT FOR BALTIMORE CITY AT ANY TIME WITHIN 4 DAYS FROM THE**
4 **RENDITION OF THE JUDGMENT.**

5 **(2) THE TENANT, IN ORDER TO STAY ANY EXECUTION OF THE**
6 **JUDGMENT, SHALL GIVE A BOND TO THE LANDLORD WITH ONE OR MORE SURETIES**
7 **THAT ARE OWNERS OF SUFFICIENT PROPERTY IN THE STATE OF MARYLAND, WITH**
8 **CONDITION TO PROSECUTE THE APPEAL WITH EFFECT, AND ANSWER TO THE**
9 **LANDLORD IN AN AMOUNT NO GREATER THAN ALL PAST DUE AMOUNTS AS**
10 **DETERMINED BY THE COURT UNDER SUBSECTION (E)(2) OF THIS SECTION.**

11 **(3) THE BOND SHALL NOT AFFECT IN ANY MANNER THE RIGHT OF THE**
12 **LANDLORD TO PROCEED AGAINST THE TENANT, ASSIGNEE, OR SUBTENANT FOR ANY**
13 **AND ALL RENTS THAT MAY BECOME DUE AND PAYABLE TO THE LANDLORD AFTER**
14 **THE RENDITION OF THE JUDGMENT.**

15 **9-3.**

16 **(A) A TENANT LEGAL ASSISTANCE SPECIAL FUND IS CREATED TO PROVIDE**
17 **LEGAL ASSISTANCE AT COURT, LEGAL ADVICE, AND LEGAL REPRESENTATION TO**
18 **TENANTS INVOLVED IN FAILURE TO PAY RENT AND RENT ESCROW PROCEEDINGS IN**
19 **THE DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY WHO CANNOT AFFORD**
20 **PRIVATE COUNSEL.**

21 **(B) IN ADDITION TO ANY OTHER FEES CHARGED, THERE SHALL BE A \$30.00**
22 **FILING FEE SURCHARGE PAID BY A LANDLORD TO THE CLERK OF THE DISTRICT**
23 **COURT OF MARYLAND FOR BALTIMORE CITY ON FILING AN EVICTION COMPLAINT**
24 **UNDER SECTION 9-2 OF THIS ARTICLE FOR THE TENANT LEGAL ASSISTANCE**
25 **SPECIAL FUND. MONEY IN THE TENANT LEGAL ASSISTANCE SPECIAL FUND SHALL**
26 **BE GRANTED TO NONPROFIT CIVIL LEGAL AID ORGANIZATIONS BASED ON PROVEN**
27 **EFFECTIVENESS TO BENEFIT TENANTS.**

28 **(C) THE TENANT LEGAL ASSISTANCE SURCHARGE FEE MAY NOT BE**
29 **CHARGED OR PASSED ON TO A TENANT AS COURT COSTS BY A LANDLORD OR THE**
30 **COURT.**

31 **[9-8.] 9-4.**

32 (a) If a tenant under any demise for the tenant's residential use, other than a
33 tenant of housing assisted under a program administered by the Housing Authority of
34 Baltimore City, shall die, the surviving spouse, or any member of his immediate family who
35 has occupied the premises with the deceased tenant at the time of his death shall have the

1 right, upon payment to the landlord of the agreed rent (including any rent that may be in
2 arrears at the time of tenant's death) to be substituted as tenant to the same extent as the
3 original tenant.

4 (b) If a tenant of housing assisted under a program administered by the Housing
5 Authority of Baltimore City shall die, the surviving spouse or other member of the deceased
6 tenant's immediate family who is an occupant of the premises at the time of the tenant's
7 death may be considered eligible to enter into a lease in accordance with federal regulations
8 and the admissions and continued occupancy policy of the housing, if the occupant:

9 (1) is listed as a household member on the deceased tenant's current
10 leasing, recertification, and related documents; and

11 (2) qualifies for continued occupancy, based on the eligibility requirements
12 set forth in the admissions and continued occupancy policy of the housing and federal
13 regulations.

14 (c) If the surviving spouse or other member of the deceased tenant's immediate
15 family who is an occupant of the premises at the time of the tenant's death does not satisfy
16 the conditions in subsection (b)(1) and (2) of this section, the Housing Authority of
17 Baltimore City may initiate legal proceedings to evict the occupant no earlier than 10 days
18 following the date of the tenant's death.

19 [(d) If a tenant shall die, the landlord shall have the right to summary ejectment
20 for nonpayment of rent by making the personal representative of the deceased tenant the
21 party defendant.

22 (e) If a tenant shall die and no letter shall be issued on his estate to a personal
23 representative, then the landlord after he shall have filed a statement under oath setting
24 forth these facts shall have the right to proceed in summary ejectment for nonpayment of
25 rent by naming the estate of the deceased tenant as the defendant. In such case the
26 summons shall be served upon the occupant of the premises; and if the premises be
27 unoccupied, then the summons shall be served upon one of the next of kin of the deceased
28 tenant, if known. If there be no occupant at the premises or known next of kin available for
29 service then the summons shall be affixed to the premises.]

30 9-9.

31 (d) The assertion by the tenant, whether made by complaint or answer, shall be
32 conditioned upon the following:

33 (1) Prior to the commencement of the action by the tenant or by the
34 landlord, the landlord or his agent was notified in writing by certified mail (return receipt)
35 of the condition or conditions described in subsection (b), above, or was notified of such
36 condition or conditions by a violation or condemnation notice from an appropriate State or
37 municipal agency, or received actual notice of the defects or conditions, but that the
38 landlord has refused, or having a reasonable opportunity to do so, has failed to remedy the

1 same. For the purposes of this subsection, what period of time shall be deemed to be
2 unreasonable delay is left to the discretion of the court except that there shall be a
3 rebuttable presumption that a period in excess of thirty (30) days from receipt of the
4 notification by the landlord is unreasonable; and

5 (2) Payment by the tenant into court of the amount of **FUTURE** rent [called
6 for] **AS IT BECOMES DUE** under the lease at the time of any assertion of rent escrow, unless
7 or until such amount is modified by subsequent order of the court under subsection (f)(4),
8 below.

9 (3) The court has entered against the tenant not more than five judgments
10 of restitution for rent due and unpaid in the year immediately prior to the initiation of the
11 action by the tenant or by the landlord. If the tenant has lived on the premises six months
12 or less and the court has entered against the tenant three judgments of restitution for rent
13 due and unpaid, the tenant shall not be entitled to make an assertion against the landlord
14 as described in subsection (b) of this section.

15 9–14.2.

16 (a) (4) “Fit for human habitation” means the premises shall not have any
17 conditions which endanger the life, health and safety of the tenants [involving]
18 **INCLUDING, BUT NOT LIMITED TO**, vermin or rodent infestation in two or more units,
19 lack of sanitation, lack of heat, lack of running water, or lack of electricity, except where
20 the tenant is responsible for payment of the water and electric charges and where lack of
21 water or electricity is the direct result of the tenant’s failure to pay the water and electric
22 charges.

23 **SECTION 2. AND BE IT FURTHER ENACTED**, That Section(s) 9–9, 9–9A, and
24 9–10 through 9–14.2, respectively, of Article 4 – Baltimore City of the Code of Public Local
25 Laws of Maryland be renumbered to be Section(s) 9–5 through 9–13, respectively.

26 **SECTION 3. AND BE IT FURTHER ENACTED**, That this Act shall take effect
27 October 1, 2016.