

HOUSE BILL 50

N1

(PRE-FILED)

11r0345
CF 11r2052

By: **Delegate Stewart**

Requested: September 1, 2020

Introduced and read first time: January 13, 2021

Assigned to: Environment and Transportation

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 3, 2021

CHAPTER _____

1 AN ACT concerning

2 **Landlord and Tenant – Residential Leases – Tenant Rights and Protections**
3 **(Tenant Protection Act of 2021)**

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, where practicable, for
11 certain utilities under certain circumstances; requiring that a certain statement that
12 a landlord must provide to a tenant if a portion of the security deposit is withheld
13 include, where practicable, supporting documentation containing certain
14 information; providing that a tenant organization has the right of free assembly in
15 certain areas within an apartment facility during reasonable hours and on
16 reasonable notice to a landlord; authorizing a landlord to impose certain conditions
17 on the use of certain areas within an apartment facility for meetings; requiring a
18 tenant organization to provide certain information to a landlord; preventing a
19 landlord from charging a tenant organization for the use of certain areas within an
20 apartment facility for the first meeting of the tenant organization each month;
21 limiting the fees that a landlord may charge for the use of certain areas by a tenant
22 organization; expanding certain provisions of law regarding the rights of tenants and
23 legal occupants who are victims of domestic violence or sexual assault to include
24 certain victims of stalking; altering the calculation of the rent for which a tenant who

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

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



1 vacates leased premises under certain provisions of law is responsible; requiring a
 2 certain tenant to provide a certain notice if the tenant vacates the leased premises
 3 within a certain period of time; authorizing a landlord to take certain actions against
 4 a certain tenant who does not vacate the leased premises within a certain period of
 5 time; requiring a landlord to inspect the leased premises and provide the tenant with
 6 a certain written statement under certain circumstances; authorizing a certain
 7 report by a qualified third party to be used as documentation that a tenant or legal
 8 occupant is a victim of sexual assault, domestic violence, or stalking for purposes of
 9 certain provisions of law; prohibiting a landlord from disclosing certain information
 10 to a third party except under certain circumstances; providing that certain local laws
 11 and ordinances supersede certain provisions of this Act; providing for the application
 12 of a certain provision of this Act; defining certain terms; making stylistic and
 13 clarifying changes; and generally relating to rights and protections for residential
 14 tenants.

15 BY renumbering

16 Article – Real Property

17 Section 8–203(j) through (l), respectively

18 to be Section 8–203(k) through (m), respectively

19 Annotated Code of Maryland

20 (2015 Replacement Volume and 2020 Supplement)

21 BY repealing and reenacting, with amendments,

22 Article – Real Property

23 Section 8–203(g), (h), and (i)(7) and 8–5A–01 through 8–5A–06

24 Annotated Code of Maryland

25 (2015 Replacement Volume and 2020 Supplement)

26 BY adding to

27 Article – Real Property

28 Section 8–203(j), 8–212.4, 8–218, 8–5A–05, and 8–5A–08

29 Annotated Code of Maryland

30 (2015 Replacement Volume and 2020 Supplement)

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

32 That Section(s) 8–203(j) through (l), respectively, of Article – Real Property of the
 33 Annotated Code of Maryland be renumbered to be Section(s) 8–203(k) through (m),
 34 respectively.

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

37 **Article – Real Property**

38 **8–212.4.**

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

3 **(2) “DWELLING UNIT” MEANS THAT PORTION OF A BUILDING THAT IS**
4 **DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE**
5 **BY ONE OR MORE PERSONS, INCLUDING A RENTED ROOM IN A SINGLE-FAMILY**
6 **HOUSE.**

7 **(3) “LANDLORD” MEANS:**

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

10 **(II) A PERSON ACTING ON BEHALF OF A LANDLORD.**

11 **(4) “MASTER METER” MEANS A METER USED TO MEASURE, FOR**
12 **BILLING PURPOSES, ALL USAGE OF A PARTICULAR UTILITY FOR A LANDLORD’S**
13 **RESIDENTIAL RENTAL PROPERTY, INCLUDING USAGE FOR COMMON ELEMENTS OF**
14 **THE RESIDENTIAL RENTAL PROPERTY AND DWELLING UNITS.**

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

19 **(6) “UTILITY” MEANS:**

20 **(I) ELECTRICITY USAGE;**

21 **(II) GAS USAGE;**

22 **(III) WASTEWATER AND SEWAGE USAGE; OR**

23 **(IV) WATER CONSUMPTION OR USAGE.**

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

25 **(1) A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF THIS ARTICLE;**
26 **OR**

27 **(2) A COOPERATIVE PROJECT ORGANIZED UNDER TITLE 5, SUBTITLE**
28 **6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.**

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

4 **(I) A STATEMENT THAT THE TENANT WILL BE BILLED BY THE**
5 **LANDLORD FOR ALLOCATED UTILITY SERVICES AND THAT IDENTIFIES ALL**
6 **UTILITIES AT ISSUE;**

7 **(II) A STATEMENT THAT IDENTIFIES THE ELEMENTS THAT**
8 **COMPOSE THE LANDLORD'S UTILITY CHARGES TO BE ALLOCATED TO THE TENANTS**
9 **UNDER THE RATIO UTILITY BILLING SYSTEM, BY UTILITY;**

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

12 **(IV) A STATEMENT THAT ANY DISPUTES RELATING TO THE**
13 **COMPUTATION OF THE TENANT'S BILL ARE BETWEEN THE TENANT AND THE**
14 **LANDLORD;**

15 **(V) THE AVERAGE MONTHLY BILL FOR ALL DWELLING UNITS IN**
16 **THE RESIDENTIAL RENTAL PROPERTY IN THE PREVIOUS CALENDAR YEAR, BY**
17 **UTILITY;**

18 **(VI) INFORMATION REGARDING BILLING, WHERE PRACTICABLE,**
19 **INCLUDING METER READING DATES, BILLING DATES, AND DUE DATES, BY UTILITY;**

20 **(VII) A STATEMENT THAT THE TENANT HAS THE RIGHT TO**
21 **RECEIVE INFORMATION FROM THE LANDLORD TO VERIFY THE UTILITY BILL ON**
22 **WRITTEN REQUEST;**

23 **(VIII) INFORMATION REGARDING ANY ADDITIONAL SERVICE**
24 **CHARGES OR ADMINISTRATIVE FEES TO BE PAID BY THE TENANT FOR THE**
25 **OPERATION OF THE RATIO UTILITY BILLING SYSTEM; AND**

26 **(IX) A CITATION TO THIS SECTION.**

27 **(2) A LEASE PROVISION THAT REQUIRES A TENANT TO PAY THE**
28 **UTILITY CHARGES BILLED TO THE TENANT UNDER A RATIO UTILITY BILLING SYSTEM**
29 **SHALL BE UNENFORCEABLE IF THE LANDLORD FAILS TO PROVIDE THE**
30 **INFORMATION REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE**
31 **TENANT IN WRITING.**

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

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

6 (I) THE INFORMATION A LANDLORD IS REQUIRED TO PROVIDE
7 TO A TENANT;

8 (II) DISCLOSURE REQUIREMENTS; AND

9 (III) DOCUMENT RETENTION POLICIES.

10 (2) ANY LOCAL LAW OR ORDINANCE THAT IS COMPARABLE IN
11 SUBJECT MATTER TO THIS SECTION SHALL SUPERSEDE THE PROVISIONS OF THIS
12 SECTION TO THE EXTENT THAT THE LOCAL LAW OR ORDINANCE IS MORE STRINGENT
13 OR PROVIDES STRONGER PROTECTION OR BROADER APPLICABILITY THAN THIS
14 SECTION.

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

17 **Article – Real Property**

18 8–203.

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

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

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

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

33 (ii) The notice shall specify the tenant’s new address.

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

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

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

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

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

21 **(J) A STATEMENT OF COSTS PROVIDED UNDER SUBSECTION (G)(1),**
22 **(H)(2)(III), OR (I)(7) OF THIS SECTION SHALL, WHERE PRACTICABLE, INCLUDE**
23 **SUPPORTING DOCUMENTATION, INCLUDING BILLS, INVOICES, AND RECEIPTS, THAT**
24 **IDENTIFIES THE MATERIALS OR SERVICES PROVIDED.**

25 **8-218.**

26 **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**
27 **INDICATED.**

28 **(2) (I) "APARTMENT FACILITY" MEANS AN APARTMENT BUILDING**
29 **OR COMPLEX THAT CONTAINS FOUR OR MORE INDIVIDUAL DWELLING UNITS THAT A**
30 **COMMON LANDLORD RENTS FOR RESIDENTIAL PURPOSES, INCLUDING ALL**
31 **COMMON AREAS AVAILABLE FOR USE BY A TENANT.**

32 **(II) "APARTMENT FACILITY" DOES NOT INCLUDE:**

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

1 2. A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF
2 THIS ARTICLE; OR

3 3. A COOPERATIVE PROJECT ORGANIZED UNDER TITLE
4 5, SUBTITLE 6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.

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

8 (4) “TENANT ORGANIZATION” MEANS AN INCORPORATED OR
9 UNINCORPORATED ORGANIZATION OF THREE OR MORE TENANTS WHO RESIDE IN AN
10 APARTMENT FACILITY FORMED FOR THE PURPOSE OF IMPROVING THE LIVING
11 CONDITIONS, CONTRACTUAL POSITION, OR COMMUNITY EXPERIENCES OF THE
12 RESIDENTS OF THE APARTMENT FACILITY THAT:

13 (I) MEETS REGULARLY;

14 (II) OPERATES DEMOCRATICALLY; AND

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

17 (B) (1) A TENANT ORGANIZATION SHALL HAVE THE RIGHT OF FREE
18 ASSEMBLY IN A MEETING ROOM WITHIN AN APARTMENT FACILITY DESIGNATED FOR
19 USE BY TENANTS FOR EVENTS AND COMMUNITY GATHERINGS DURING REASONABLE
20 HOURS AND ON REASONABLE NOTICE TO THE LANDLORD TO CONDUCT TENANT
21 ORGANIZATION MEETINGS.

22 (2) (I) THE LANDLORD MAY IMPOSE REASONABLE TERMS AND
23 CONDITIONS ON THE USE OF A MEETING ROOM, PROVIDED THAT THE TERMS AND
24 CONDITIONS DO NOT UNDERMINE THE PURPOSES OF THIS SECTION.

25 (II) THE LANDLORD MAY REQUIRE AN INDIVIDUAL
26 PARTICIPATING IN A TENANT ORGANIZATION MEETING WHO IS NOT A RESIDENT OF
27 THE APARTMENT FACILITY TO SIGN A WAIVER OF LIABILITY FOR INJURIES
28 SUSTAINED WHILE ON THE PROPERTY.

29 (3) A TENANT ORGANIZATION SHALL:

30 (I) DESIGNATE AT LEAST TWO BUT NOT MORE THAN FIVE
31 MEMBERS WHO ARE AUTHORIZED TO SCHEDULE USE OF A MEETING ROOM ON
32 BEHALF OF THE TENANT ORGANIZATION; AND

1 **(II) PROVIDE WRITTEN NOTIFICATION TO THE LANDLORD OF**
2 **THE DESIGNEES AT LEAST ONCE PER YEAR.**

3 **(C) (1) A LANDLORD MAY NOT CHARGE A TENANT ORGANIZATION A FEE**
4 **FOR THE USE OF A MEETING ROOM FOR THE FIRST MEETING OF THE TENANT**
5 **ORGANIZATION EACH MONTH.**

6 **(2) A LANDLORD MAY CHARGE A REASONABLE FEE FOR ALL OTHER**
7 **USES OF A MEETING ROOM BY THE TENANT ORGANIZATION WITHIN THE SAME**
8 **MONTH PROVIDED THAT THE FEE DOES NOT EXCEED THE REGULAR SCHEDULE OF**
9 **FEES FOR THE SPACE CHARGED TO OTHER GROUPS.**

10 8-5A-01.

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

12 (b) “Legal occupant” means an occupant who resides on the premises with the
13 actual knowledge and permission of the landlord.

14 (c) “Offender” means a person who commits an act of domestic violence or
15 commits a sexual assault offense.

16 (d) “Peace order” means an enforceable final peace order.

17 (e) “Protective order” means an enforceable final protective order.

18 **(F) “QUALIFIED THIRD PARTY” MEANS:**

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

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

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

25 **(G) “REPORT BY A QUALIFIED THIRD PARTY” MEANS A REPORT BASED ON**
26 **INFORMATION RECEIVED BY A QUALIFIED THIRD PARTY WHILE ACTING IN A**
27 **PROFESSIONAL CAPACITY THAT:**

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

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

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

3 **(II) A STATEMENT THAT THE TENANT OR LEGAL OCCUPANT IS A**
4 **VICTIM OF DOMESTIC VIOLENCE, A VICTIM OF SEXUAL ASSAULT, OR A VICTIM OF**
5 **STALKING;**

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

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

10 **(V) THE NAME AND ADDRESS OF THE EMPLOYER OF THE**
11 **QUALIFIED THIRD PARTY;**

12 **(VI) THE LICENSING ENTITY AND LICENSE NUMBER OF THE**
13 **QUALIFIED THIRD PARTY, IF THE QUALIFIED THIRD PARTY IS REQUIRED TO BE**
14 **LICENSED; AND**

15 **(VII) THE SIGNATURE OF THE QUALIFIED THIRD PARTY, UNDER**
16 **SEAL OF A NOTARY PUBLIC; AND**

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

19 **[(f)] (H)** “Victim of domestic violence” means a person who is:

20 (1) A victim of domestic abuse, as defined in § 4–501 of the Family Law
21 Article; and

22 (2) A person eligible for relief, as defined in § 4–501 of the Family Law
23 Article.

24 **[(g)] (I)** “Victim of sexual assault” means a person who is a victim of:

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

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

27 (3) Sexual abuse of a vulnerable adult under § 3–604 of the Criminal Law
28 Article.

1 **(J) “VICTIM OF STALKING” MEANS A PERSON WHO IS A VICTIM OF STALKING**
2 **UNDER § 3–802 OF THE CRIMINAL LAW ARTICLE.**

3 8–5A–02.

4 (a) Subject to the requirements of subsections (b) and (c) of this section, a tenant
5 may terminate the tenant’s future liability under a residential lease if the tenant or legal
6 occupant is:

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

8 (2) A victim of sexual assault; **OR**

9 **(3) A VICTIM OF STALKING.**

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

15 (c) **(1) A tenant who vacates leased premises under this section is responsible**
16 **for rent only [for the 30 days following the tenant providing notice of an intent to vacate]**
17 **FOR THE TIME FOLLOWING THE TENANT PROVIDING NOTICE OF AN INTENT TO**
18 **VACATE UNTIL THE TENANT VACATES THE LEASED PREMISES, UP TO A MAXIMUM OF**
19 **30 DAYS.**

20 **(2) (I) IF A TENANT VACATES THE LEASED PREMISES EARLIER**
21 **THAN 30 DAYS AFTER THE DATE THE TENANT PROVIDES WRITTEN NOTICE OF AN**
22 **INTENT TO VACATE, THE TENANT SHALL PROVIDE THE LANDLORD WITH WRITTEN**
23 **NOTICE, SIGNED BY THE TENANT AND NOTARIZED, BY FIRST–CLASS MAIL OR HAND**
24 **DELIVERY STATING THAT THE TENANT HAS VACATED THE LEASED PREMISES.**

25 **(II) ON RECEIVING A NOTICE IDENTIFIED IN SUBPARAGRAPH (I)**
26 **OF THIS PARAGRAPH, A LANDLORD SHALL INSPECT THE LEASED PREMISES AND, IF**
27 **THE TENANT HAS VACATED THE LEASED PREMISES, PROVIDE THE TENANT WITH A**
28 **WRITTEN STATEMENT THAT:**

29 **1. CONFIRMS THE TENANT HAS VACATED THE LEASED**
30 **PREMISES;**

31 **2. STATES THE RENT THAT THE TENANT IS**
32 **RESPONSIBLE FOR UNDER THIS SUBSECTION; AND**

1 **3. STATES THE AMOUNT OF RENT STILL OWED BY THE**
2 **TENANT OR THE AMOUNT OF ANY OVERPAYMENT OF RENT TO BE REFUNDED.**

3 **(III) FOR THE PURPOSE OF CALCULATING THE RENT THAT A**
4 **TENANT IS RESPONSIBLE FOR UNDER THIS SUBSECTION, THE TENANT SHALL BE**
5 **DEEMED TO HAVE VACATED THE LEASED PREMISES:**

6 **1. IF NOTICE IS DELIVERED BY FIRST-CLASS MAIL, ON**
7 **THE DATE THE NOTICE WAS POSTMARKED; OR**

8 **2. IF NOTICE IS HAND DELIVERED, ON THE DATE THE**
9 **NOTICE WAS HAND DELIVERED TO THE LANDLORD.**

10 **(IV) A TENANT WHO VACATES THE LEASED PREMISES EARLIER**
11 **THAN 30 DAYS AFTER THE DATE THE TENANT PROVIDED WRITTEN NOTICE OF AN**
12 **INTENT TO VACATE ~~OR~~ AND WHO FAILS TO PROVIDE THE WRITTEN NOTICE**
13 **REQUIRED UNDER THIS PARAGRAPH SHALL BE RESPONSIBLE FOR THE MAXIMUM**
14 **RENT REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.**

15 (d) If a tenant does not vacate the leased premises within 30 days of providing to
16 the landlord the written notice required under § 8-5A-03 [or], § 8-5A-04, **OR § 8-5A-05**
17 of this subtitle, the landlord is, at the landlord's option and with written notice to the
18 tenant, entitled to:

19 (1) All legal remedies against a tenant holding over available under §
20 8-402 of this title; or

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

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

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

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

31 8-5A-03.

32 (a) If a tenant or legal occupant is a victim of domestic violence, the tenant may
33 terminate the tenant's future liability under a residential lease under § 8-5A-02 of this
34 subtitle if the tenant provides the landlord with written notice by first-class mail or hand

1 delivery of an intent to vacate the premises and notice of the tenant's or legal occupant's
2 status as a victim of domestic violence.

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

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

6 (2) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED
7 THAT:

8 (I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED
9 PERPETRATOR IS REDACTED; AND

10 (II) THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY
11 WITHIN THE PRECEDING 60 DAYS.

12 8-5A-04.

13 (a) If a tenant or legal occupant is a victim of sexual assault, the tenant may
14 terminate the tenant's future liability under a residential lease under § 8-5A-02 of this
15 subtitle if the tenant provides the landlord with written notice by first-class mail or hand
16 delivery of an intent to vacate the leased premises, including the tenant's or legal occupant's
17 status as a victim of sexual assault.

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

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

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

24 (3) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED
25 THAT:

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

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

30 8-5A-05.

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

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

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

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

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

16 **(I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**
17 **PERPETRATOR IS REDACTED; AND**

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

20 **[8-5A-05.] 8-5A-06.**

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

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

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

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

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

1 **1. THE NAME AND PHYSICAL DESCRIPTION OF THE**
2 **ALLEGED PERPETRATOR IS REDACTED; AND**

3 **2. THE ALLEGED BREACH OF THE LEASE OCCURRED**
4 **WITHIN 60 DAYS OF THE DAY THE REPORT WAS SIGNED BY THE QUALIFIED THIRD**
5 **PARTY.**

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

10 ~~[8–5A–06.]~~ **8–5A–07.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 (ii) Withhold the amount of the fee from the tenant’s security
13 deposit.

14 **8-5A-08.**

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

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

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

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

22 SECTION 5. AND BE IT FURTHER ENACTED, That this Act shall take effect June
23 1, 2021.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.