

HOUSE BILL 1070

L2, N1

11r2049

By: **Delegate Boyce**

Introduced and read first time: February 5, 2021

Assigned to: Judiciary

A BILL ENTITLED

1 AN ACT concerning

2 **Baltimore City – Landlord and Tenant – Repossession for Failure to Pay Rent**

3 FOR the purpose of repealing and adding certain provisions in the Public Local Laws of
4 Baltimore City concerning landlord and tenant law and the repossession of premises;
5 establishing certain procedures for repossession by a landlord when a tenant fails to
6 pay rent when due; specifying the contents of a certain notice of default and a
7 complaint for summary ejection; requiring a sheriff to serve a certain summons in
8 a certain manner; making stylistic changes; and generally relating to landlord and
9 tenant law in Baltimore City.

10 BY repealing

11 The Public Local Laws of Baltimore City
12 Section 9–2 and 9–3
13 Article 4 – Public Local Laws of Maryland
14 (1979 Edition and 1997 Supplement and 2000 Supplement)

15 BY adding to

16 The Public Local Laws of Baltimore City
17 Section 9–2 and 9–3
18 Article 4 – Public Local Laws of Maryland
19 (1979 Edition and 1997 Supplement and 2000 Supplement)

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

22 **Article 4 – Baltimore City**

23 [9–2.

24 Whenever the tenant under any demise or agreement of rental, express or implied,

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 verbal or written, of lands or tenements, whether real estate or chattels real within the
 2 limits of the City of Baltimore, shall fail to pay the rent thereunder when due and payable,
 3 it shall be lawful for the lessor to have again and repossess the premises so rented. The
 4 filing of a complaint in summary ejection under this subtitle, the trial of said cause and
 5 the granting of a judgment of restitution shall not preclude the plaintiff or the owner of
 6 said premises from filing and maintaining an independent suit for rent due and unpaid.]

7 [9-3.

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

27 9-2.

28 (A) WHENEVER A TENANT FAILS TO PAY THE RENT WHEN DUE AND
 29 PAYABLE, IT SHALL BE LAWFUL FOR THE LANDLORD TO HAVE AGAIN AND
 30 REPOSSESS THE PREMISES.

31 (B) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, WHENEVER
 32 THE LANDLORD SHALL DESIRE TO REPOSSESS A PREMISES TO WHICH THE
 33 LANDLORD IS ENTITLED UNDER SUBSECTION (A) OF THIS SECTION, THE LANDLORD
 34 SHALL SERVE A WRITTEN NOTICE OF DEFAULT ON THE TENANT OR TENANTS NAMED
 35 IN THE LEASE OR RENTAL AGREEMENT OR, IN THE ABSENCE OF A WRITTEN
 36 AGREEMENT, THE TENANT WHO LAST PAID THE RENT, BY:

37 (I) PERSONAL DELIVERY;

38 (II) LEAVING NOTICE AT THE PREMISES WITH SOMEONE OF

1 SUITABLE AGE AND DISCRETION; OR

2 (III) POSTING AT A CONSPICUOUS PART OF THE PREMISES.

3 (2) IF SERVICE IS PERFORMED UNDER PARAGRAPH (1)(II) OR (III) OF
4 THIS SUBSECTION, THE LANDLORD SHALL ALSO SERVE NOTICE ON THE TENANT BY
5 REGULAR MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

6 (3) THE NOTICE OF DEFAULT SHALL:

7 (I) DESCRIBE:

8 1. THE AMOUNT OF RENT CLAIMED TO BE DUE;

9 2. THE RENTAL PERIOD OR PERIODS FOR WHICH THE
10 RENT IS OVERDUE;

11 3. THE DUE DATE;

12 4. ANY LAWFUL LATE FEES; AND

13 5. THE METHOD BY WHICH THE TENANT MAY MAKE A
14 FULL PAYMENT TO THE LANDLORD;

15 (II) STATE THAT THE TENANT MAY CURE THE ARREARAGE BY
16 MAKING A FULL PAYMENT TO THE LANDLORD, WHICH THE LANDLORD MAY NOT
17 REFUSE, WITHIN 14 DAYS AFTER SERVICE OF THE NOTICE;

18 (III) STATE THAT THE TENANT'S FAILURE TO CURE THE
19 ARREARAGE PROVIDES THE LANDLORD WITH GROUNDS TO FILE A COMPLAINT TO
20 EVICT THE TENANT IN COURT AND THAT THE COURT MAY ORDER THE TENANT TO
21 PAY COURT COSTS;

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

25 (V) INCLUDE WITH THE NOTICE OF DEFAULT COPIES OF:

26 1. THE LEASE OR RENTAL AGREEMENT, IF ONE EXISTS,
27 AND HAS NOT BEEN PROVIDED TO THE TENANT PREVIOUSLY UNDER THIS SECTION
28 IN THE PAST YEAR;

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

6 **3. ANY DOCUMENT THAT THE LANDLORD INTENDS TO**
7 **RELY ON AT TRIAL; AND**

8 **4. A LIST OF NONPROFIT LEGAL SERVICES**
9 **ORGANIZATIONS THAT MAY PROVIDE LEGAL ADVICE OR REPRESENTATION TO THE**
10 **TENANT, AS COMPILED BY THE MARYLAND LEGAL SERVICES CORPORATION.**

11 **9-3.**

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

17 **(B) THE COMPLAINT SHALL:**

18 **(1) DESCRIBE THE ADDRESS OF THE PROPERTY SOUGHT TO BE**
19 **REPOSSESSED;**

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

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

24 **(I) ANY PAYMENTS RECEIVED BY THE LANDLORD FROM THE**
25 **TENANT SINCE THE NOTICE OF DEFAULT WAS SERVED; AND**

26 **(II) IF APPLICABLE, THE AMOUNT OF ANY UTILITY BILLS, FEES,**
27 **OR SECURITY DEPOSITS PAID BY A TENANT UNDER § 7-309 OF THE PUBLIC**
28 **UTILITIES ARTICLE OF THE ANNOTATED CODE OF MARYLAND;**

29 **(4) REQUEST A JUDGMENT TO REPOSSESS THE PREMISES AND, IF**
30 **DESIRED, A JUDGMENT FOR A STATED AMOUNT;**

31 **(5) IF APPLICABLE, STATE THAT, TO THE BEST OF THE LANDLORD'S**

1 KNOWLEDGE, THE TENANT IS DECEASED, INTESTATE, AND WITHOUT NEXT OF KIN;

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

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

11 (8) INCLUDE:

12 (I) A COPY OF THE NOTICE OF DEFAULT INDICATING THAT THE
13 LANDLORD HAS PROVIDED THE TENANT 14 DAYS TO CURE THE RENT ARREARAGE;

14 (II) AN AFFIDAVIT OF SERVICE DESCRIBING HOW THE NOTICE
15 OF DEFAULT WAS SERVED, THE DOCUMENTS THAT WERE SERVED WITH THE NOTICE
16 OF DEFAULT, AND LISTING THE CERTIFIED MAIL TRACKING NUMBER IF
17 APPLICABLE; AND

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

23 (C) FOR THE PURPOSE OF THE COURT'S DETERMINATION UNDER SECTION
24 9-5 OF THIS ARTICLE, THE LANDLORD SHALL ALSO SPECIFY THE AMOUNT OF RENT
25 DUE FOR EACH RENTAL PERIOD UNDER THE LEASE, THE DAY THAT THE RENT IS DUE
26 AND LATE FOR EACH RENTAL PERIOD, AND LAWFUL LATE FEES FOR OVERDUE RENT
27 PAYMENTS.

28 (D) THE CLERK MAY NOT ACCEPT FOR FILING A COMPLAINT THAT DOES NOT
29 COMPLY WITH THE REQUIREMENTS OF THIS SECTION AND SECTION 9-2(B) OF THIS
30 ARTICLE.

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

1 **(1) APPEAR BEFORE THE DISTRICT COURT AT THE TRIAL TO BE HELD**
2 **NO EARLIER THAN 14 DAYS AFTER THE FILING OF THE COMPLAINT; AND**

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

5 **(F) (1) SUBJECT TO THE REQUIREMENTS OF SECTION 9-8 OF THIS**
6 **ARTICLE, THE SHERIFF SHALL 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 BY:**

9 **(I) PERSONAL DELIVERY;**

10 **(II) LEAVING THE SUMMONS AT THE PREMISES WITH SOMEONE**
11 **OF SUITABLE AGE AND DISCRETION; OR**

12 **(III) POSTING THE SUMMONS CONSPICUOUSLY ON THE DOOR OF**
13 **THE PROPERTY TO BE REPOSSESSED.**

14 **(2) IF THE DEFENDANT IS SERVED THE SUMMONS UNDER**
15 **PARAGRAPH (1)(II) OR (III) OF THIS SUBSECTION, THE SHERIFF SHALL ALSO**
16 **DELIVER AN ATTESTED COPY OF THE SUMMONS AND COMPLAINT TO THE ADDRESS**
17 **OF THE PROPERTY SOUGHT TO BE REPOSSESSED BY REGULAR MAIL AND CERTIFIED**
18 **MAIL, RETURN RECEIPT REQUESTED.**

19 **(3) THE POSTING OF THE SUMMONS CONSPICUOUSLY ON THE DOOR**
20 **OF THE PROPERTY TO BE REPOSSESSED, AFTER NOTIFICATION OF EACH**
21 **DEFENDANT BY REGULAR MAIL AND CERTIFIED MAIL AS REQUIRED UNDER**
22 **PARAGRAPH (2) OF THIS SUBSECTION, SHALL CONCLUSIVELY BE PRESUMED TO BE**
23 **A 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 **(4) IF THE SHERIFF CANNOT POST THE SUMMONS CONSPICUOUSLY**
29 **ON THE DOOR OF THE PROPERTY DUE TO THE LANDLORD'S FAILURE TO PROVIDE**
30 **SUFFICIENT ACCESS TO THE PROPERTY TO BE REPOSSESSED, THE SUMMONS SHALL**
31 **BE RETURNED TO THE DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY AND**
32 **THE COMPLAINT SHALL BE DISMISSED WITHOUT PREJUDICE.**

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