

HOUSE BILL 1316

N1

4lr3183

By: **Delegates Chisholm, Adams, Arentz, Arikan, Fisher, Grammer, Griffith, Howard, Kipke, Mangione, McComas, and M. Morgan**

Introduced and read first time: February 9, 2024

Assigned to: Judiciary

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property – Holding Over – Expedited Hearing and Service of Summons for**
3 **Active Duty Service Member**

4 FOR the purpose of requiring a District Court to hold a hearing on a tenant holding over
5 within a certain number of days after a landlord makes a complaint if the landlord
6 or the landlord's spouse is on active duty with the United States military; authorizing
7 a licensed private detective agency to serve a certain summons under certain
8 circumstances; and generally relating to actions for holding over.

9 BY repealing and reenacting, with amendments,
10 Article – Real Property
11 Section 8–402
12 Annotated Code of Maryland
13 (2023 Replacement Volume)

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

16 **Article – Real Property**

17 8–402.

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

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

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 **(III) 1. THIS SUBPARAGRAPH APPLIES ONLY IF THE**
2 **LANDLORD OR THE LANDLORD'S SPOUSE:**

3 **A. IS ON ACTIVE DUTY WITH THE UNITED STATES**
4 **MILITARY;**

5 **B. HAS RELOCATED TO THE STATE AS A DIRECT RESULT**
6 **OF BEING ON ACTIVE DUTY WITH THE UNITED STATES MILITARY;**

7 **C. INTENDS TO OCCUPY THE PROPERTY THAT IS THE**
8 **SUBJECT OF A COMPLAINT UNDER THIS SECTION FOLLOWING THE ENTRY OF A**
9 **JUDGMENT UNDER THIS SECTION; AND**

10 **D. SUBMITS DOCUMENTATION SUPPORTING THE**
11 **REQUIREMENTS OF THIS SUBPARAGRAPH WITH THE COMPLAINT.**

12 **2. THE COURT SHALL ORDER IN THE SUMMONS**
13 **REQUIRED UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH THAT THE TENANT,**
14 **ASSIGNEE, OR SUBTENANT APPEAR BEFORE THE COURT ON A DAY NOT LATER THAN**
15 **30 DAYS AFTER THE DATE THE LANDLORD MAKES A COMPLAINT UNDER THIS**
16 **SECTION TO REPOSSESS THE PROPERTY.**

17 **3. IF THE CONSTABLE OR SHERIFF OF THE COUNTY**
18 **FAILS TO SERVE THE SUMMONS REQUIRED UNDER SUBPARAGRAPH (II) OF THIS**
19 **PARAGRAPH WITHIN 10 DAYS AFTER THE SUMMONS IS ISSUED BY THE COURT, THE**
20 **SUMMONS MAY BE SERVED BY A PRIVATE DETECTIVE AGENCY LICENSED UNDER**
21 **TITLE 13 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE.**

22 **[(iii)] (IV)** Upon the failure of either of the parties to appear before
23 the court on the day stated in the summons, the court may continue the case to a day not
24 less than 6 nor more than 10 days after the day first stated and notify the parties of the
25 continuance.

26 (2) (i) If upon hearing the parties, or in case the tenant or person in
27 possession shall neglect to appear after the summons and continuance the court shall find
28 that the landlord had been in possession of the leased property, that the said tenancy is
29 fully ended and expired, that due notice to quit as aforesaid had been given to the tenant
30 or person in possession and that the tenant or person in possession had refused so to do,
31 the court shall thereupon give judgment for the restitution of the possession of said
32 premises and shall forthwith issue its warrant to the sheriff or a constable in the respective
33 counties commanding the tenant or person in possession forthwith to deliver to the landlord
34 possession thereof in as full and ample manner as the landlord was possessed of the same
35 at the time when the tenancy was made, and shall give judgment for costs against the
36 tenant or person in possession so holding over.

1 (ii) Either party shall have the right to appeal therefrom to the
2 circuit court for the county within 10 days from the judgment.

3 (iii) If the tenant appeals and files with the District Court an affidavit
4 that the appeal is not taken for delay, and also a good and sufficient bond with one or more
5 securities conditioned that the tenant will prosecute the appeal with effect and well and
6 truly pay all rent in arrears and all costs in the case before the District Court and in the
7 appellate court and all loss or damage which the landlord may suffer by reason of the
8 tenant's holding over, including the value of the premises during the time the tenant shall
9 so hold over, then the tenant or person in possession of said premises may retain possession
10 thereof until the determination of said appeal.

11 (iv) The appellate court shall, upon application of either party, set a
12 day for the hearing of the appeal, not less than 5 nor more than 15 days after the
13 application, and notice for the order for a hearing shall be served on the opposite party or
14 that party's counsel at least 5 days before the hearing.

15 (v) If the judgment of the District Court shall be in favor of the
16 landlord, a warrant shall be issued by the appellate court to the sheriff, who shall proceed
17 forthwith to execute the warrant.

18 (c) (1) This subsection applies to all cases of tenancies at the expiration of a
19 stated term, tenancies from year to year, tenancies from month to month, and tenancies
20 from week to week.

21 (2) Except as provided in paragraphs (3) and (4) of this subsection, a
22 landlord shall provide written notice of the intent to terminate a tenancy:

23 (i) If the parties have a written lease for a stated term in excess of
24 1 week or a tenancy from month to month, 60 days before the expiration of the tenancy;

25 (ii) In the case of tenancies from year to year, including tobacco farm
26 tenancies from year to year but excluding all other farm tenancies from year to year, 90
27 days before the expiration of the current year of the tenancy;

28 (iii) In the case of tenancies from year to year for all other farm
29 tenancies, 180 days before the expiration of the current year of the tenancy; and

30 (iv) In the case of tenancies from week to week:

31 1. If the parties have a written lease, 7 days before the
32 expiration of the tenancy; or

33 2. If the parties do not have a written lease, 21 days before
34 the expiration of the tenancy.

1 (3) (i) When the tenant shall give notice by parol to the landlord or to
2 the landlord's agent or representatives, at least 30 days before the expiration of the lease
3 or tenancy in all cases except in cases of tenancies from year to year, and at least 90 days'
4 notice in all cases of tenancy from year to year (except in all cases of farm tenancy, the
5 notice shall be 180 days), of the intention of the tenant to remove at the end of that year
6 and to surrender possession of the property at that time, and the landlord, the landlord's
7 agent, or representative shall prove the notice from the tenant by competent testimony, it
8 shall not be necessary for the landlord, the landlord's agent or representative to provide a
9 written notice to the tenant, but the proof of such notice from the tenant as aforesaid shall
10 entitle the landlord to recover possession of the property hereunder.

11 (ii) This paragraph shall not apply in Baltimore City.

12 (4) (i) This paragraph does not apply to a property that is:

13 1. In Baltimore City or Montgomery County;

14 2. Owned by a landlord who offers 5 or more residential
15 dwelling units for rent in the State; or

16 3. Subject to an order to docket under § 7-105.1(e) of this
17 article.

18 (ii) If a landlord receives notice of an intent to foreclose on the
19 property under § 7-105.1(c)(1) of this article and desires to terminate the tenancy, the
20 landlord shall provide written notice of the intent to terminate a tenancy:

21 1. At least 30 days before the expiration of the lease in cases of
22 tenancies from month to month or tenancies from week to week; or

23 2. At least 60 days before the expiration of the lease in cases of
24 tenancies from year to year.

25 (5) (i) Acceptance of any payment after notice but before eviction shall
26 not operate as a waiver of any notice to quit, notice of intent to vacate or any judgment for
27 possession unless the parties specifically otherwise agree in writing.

28 (ii) Any payment accepted shall be first applied to the rent or the
29 equivalent of rent apportioned to the date that the landlord actually recovers possession of
30 the premises, then to court costs, including court awarded damages and legal fees and then
31 to any loss of rent caused by the holdover.

32 (iii) Any payment which is accepted in excess of the foregoing shall
33 not bear interest but will be returned to the tenant in the same manner as security deposits
34 as defined under § 8-203 of this title but shall not be subject to the penalties of that section.

1 (d) Unless stated otherwise in the written lease and initialed by the tenant, when
2 a landlord consents to a holdover tenant remaining on the premises, the holdover tenant
3 becomes a periodic week-to-week tenant if the tenant was a week-to-week tenant before
4 the tenant's holding over, and a periodic month-to-month tenant in all other cases.

5 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
6 October 1, 2024.