



Zafar Shah, Attorney  
Public Justice Center  
201 North Charles Street, Suite 1200  
Baltimore, Maryland 21201  
410-625-9409, ext. 229  
[shahz@publicjustice.org](mailto:shahz@publicjustice.org)

---

## HB 1201: Real Property – Residential Lease Provisions – Responsibility of Tenant for Maintenance and Repair

Hearing before the House Environmental Matters Committee on February 23, 2021

**Position: OPPOSE**

---

Public Justice Center (PJC) is a non-profit, civil legal services provider that provides advice and representation to over 700 tenants throughout Maryland each year.

**PJC opposes this bill because it would undermine Maryland’s rent escrow and warranty of habitability laws by allowing landlords to transfer responsibility to a residential tenant for repairs and maintenance of a home heating or cooling system.** Pursuant to Maryland’s rent escrow law, Md. Code Real Prop. § 8-211, landlords of residential properties are generally responsible for ensuring that there are no conditions of serious disrepair at their properties that would threaten the life, health, and safety of the occupants, including a “lack of heat.” The rent escrow law creates a limited warranty of habitability for residential tenants. *See Pak v. Hoang*, 378 Md. 315, 327 (2003) (citing Md. Attorney General Opinion). This bill would undermine those provisions with respect to heating and cooling systems by allowing landlords to transfer full responsibility for any repair or maintenance to the tenant.

**This bill would significantly alter the building codes in many Maryland jurisdictions that place responsibility for repair and maintenance of a heating/cooling system on the owner/operator, i.e., the landlord of a residential unit.** *See, e.g.*, Baltimore City Int. Prop. Maint. Code §§ 102.2.3, 301.2.1, 602.2 (owner/operator has responsibility for repairs/maintenance to major operating systems including heat; tenant has responsibility for cleaning, sanitation, & providing access); Montgomery County Code of County Regulations § 29.30.01 (a lease for a single-family rental unit may “include a clause that transfers to the tenant the responsibility for maintenance expenses *but not for replacement of or repairs* to structural elements of the building, major appliances, or electrical, plumbing, heating, or air-conditioning systems.”) (Emphasis added.)

*The Public Justice Center is a 501(c)(3) charitable organization and as such does not endorse or oppose any political party or candidate for elected office.*

Tenants often have little bargaining power in a 20-page lease that is drafted by the landlord's attorney and offered by the landlord on a take-it-or-leave-it basis, particularly when tenants of limited means and limited education levels have few affordable housing choices in the market. Thus, if this bill passes, many residential tenants of limited means will inevitably wake up to a freezing home in the middle of February. They will call their landlord to report that the heat is broken. The landlord will then point to page 8, paragraph 15 of their lease in which the tenant agreed to repair and maintain the heating system in the property and suggest that the tenant call an HVAC company. Residential tenants of limited means are also less likely to be able to afford an unexpected \$2,000 heating repair bill.

We look forward to working with the sponsor of this legislation and hope that we can address his concern with the current legal framework around habitability in a different manner.

**Please issue a report of UNFAVORABLE on HB 1201.** If you have any questions, please contact Zafar Shah, [shahz@publicjustice.org](mailto:shahz@publicjustice.org), 410-625-9409.