

HB0693/463229/1

BY: Environment and Transportation Committee

AMENDMENTS TO HOUSE BILL 693

(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in the sponsor line, strike “**and Williams**” and substitute “**Williams, Addison, Davis, Healey, Holmes, Lehman, Love, and Terrasa**”; strike beginning with “increasing” in line 3 down through “families;” in line 8; in line 8, strike “Tenants’ Rights” and substitute “Tenant and Landlord Affairs”; in line 9, after “Department” insert “of Housing and Community Development”; in line 12, after “rent;” insert “requiring a landlord to include proof in a complaint for repossession of a residential premises for failure to pay rent that the landlord provided certain notice; prohibiting a landlord from including a certain term pertaining to electronic delivery of certain notice in a lease agreement;”; and in line 18, after “law;” insert “requiring the Department to regularly gather and publish data related to the voluntary transfer of title to certain residential rental property; increasing surcharges on certain fees, charges, and costs in certain civil cases in the circuit courts and District Court; prohibiting the court from assigning a certain surcharge against a tenant under certain circumstances;”.

On pages 1 and 2, strike in their entirety the lines beginning with line 21 on page 1 through line 11 on page 2, inclusive.

On page 2, in lines 14 and 15, strike “Tenants’ Rights” and substitute “Tenant and Landlord Affairs”; in line 20, after “8–119” insert “and 8–120”; in line 25, after “8–401(b)(2)(iv)” insert “, (c),”; and after line 32, insert:

“BY repealing and reenacting, with amendments,

Article - Courts and Judicial Proceedings

Section 7–202(d) and 7-301(c)

Annotated Code of Maryland

(2020 Replacement Volume and 2023 Supplement)”.

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AMENDMENT NO. 2

On pages 2 through 4, strike in their entirety the lines beginning with line 35 on page 2 through line 19 on page 4, inclusive.

On pages 4 and 5, strike in their entirety the lines beginning with line 21 on page 4 through line 27 on page 5, inclusive.

On page 6, in lines 1, 7, and 17, in each instance, strike “**TENANTS’ RIGHTS**” and substitute “**TENANT AND LANDLORD AFFAIRS**”; in line 5, strike “**TENANTS**”; and in line 6, strike “**RIGHTS**” and substitute “**TENANT AND LANDLORD AFFAIRS**”.

On page 7, in line 20, strike “**AND**”; and in line 22, after “**COUNSELING**” insert “**;**”

(4) REFER COVERED INDIVIDUALS, AS DEFINED IN § 8-901 OF THE REAL PROPERTY ARTICLE, TO THE ACCESS TO COUNSEL IN EVICTIONS PROGRAM THAT IS ADMINISTERED BY THE MARYLAND LEGAL SERVICES CORPORATION;

(5) COLLABORATE WITH COUNTY AND LOCAL GOVERNMENTS THAT PROVIDE TENANT ADVOCACY AND ASSISTANCE;

(6) RECEIVE NOTICES AND OTHER DOCUMENTS RELATED TO A TENANT’S EXCLUSIVE NEGOTIATION PERIOD AND RIGHT OF FIRST REFUSAL UNDER § 8-119 OF THE REAL PROPERTY ARTICLE; AND

(7) ADOPT REGULATIONS GOVERNING THE CONTENT AND DELIVERY OF NOTICES FOR A TENANT’S EXCLUSIVE NEGOTIATION PERIOD AND RIGHT OF FIRST REFUSAL UNDER § 8-119 OF THE REAL PROPERTY ARTICLE”.

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On pages 8 through 12, strike in their entirety the lines beginning with line 9 on page 8 through line 23 on page 12, inclusive, and substitute:

“(2) “FAMILY MEMBER” MEANS A SPOUSE, FORMER SPOUSE, DOMESTIC PARTNER, FORMER DOMESTIC PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT, SIBLING, STEPSIBLING, SON-IN-LAW, DAUGHTER-IN-LAW, STEPSON-IN-LAW, STEPDAUGHTER-IN-LAW, PARENT-IN-LAW, STEPPARENT-IN-LAW, GRANDPARENT, STEPGRANDPARENT, GRANDCHILD, OR STEPGRANDCHILD.

(3) (I) “MATERIAL TERMS” MEANS ESSENTIAL TERMS FOR THE SALE OF A RESIDENTIAL RENTAL PROPERTY THAT MEET THE REQUIREMENTS IN SUBSECTION (D) OF THIS SECTION.

(II) “MATERIAL TERMS” INCLUDES THE SALES PRICE, SETTLEMENT DATE, AND OTHER CONTINGENCIES.

(4) “OFFER TO PURCHASE” MEANS A GOOD FAITH OFFER FOR THE PURCHASE OF A RESIDENTIAL RENTAL PROPERTY FOR A PRICE THAT A WILLING BUYER WOULD PAY TO A WILLING SELLER IN AN ARM’S LENGTH TRANSACTION, WITH NEITHER PARTY UNDER ANY COMPULSION TO BUY OR SELL.

(5) “RESIDENTIAL RENTAL PROPERTY” MEANS A TENANT-OCCUPIED RENTAL PROPERTY FOR RESIDENTIAL USE WITH THREE OR FEWER INDIVIDUAL DWELLING UNITS.

(6) “SECRETARY” MEANS THE SECRETARY OF HOUSING AND COMMUNITY DEVELOPMENT.

(Over)

(7) “TENANT” MEANS AN INDIVIDUAL WHO HAS OCCUPIED A RESIDENTIAL RENTAL PROPERTY FOR AT LEAST 6 MONTHS AND WHO IS A NAMED LESSEE IN THE WRITTEN LEASE.

(8) “TENANT’S EXCLUSIVE NEGOTIATION PERIOD” MEANS THE PERIOD OF TIME AFTER A TENANT IS NOTIFIED ABOUT THE TENANT’S RIGHT TO PURCHASE THE RESIDENTIAL RENTAL PROPERTY DURING WHICH THE TENANT MAY NEGOTIATE EXCLUSIVELY WITH THE OWNER TO ENTER INTO A CONTRACT OF SALE.

(B) THIS SECTION DOES NOT APPLY TO:

(1) A TRANSFER OF TITLE TO A FAMILY MEMBER OF THE OWNER;

(2) A TRANSFER OF TITLE TO A BUSINESS ENTITY WHOLLY OWNED BY THE OWNER;

(3) A TRANSFER OF TITLE THROUGH A COURT ORDER, INCLUDING A COURT ORDER FORECLOSING THE RIGHT OF REDEMPTION, A TAX SALE, OR A SALE BY FORECLOSURE, PARTITION, OR BY A COURT-APPOINTED TRUSTEE;

(4) A TRANSFER BY A FIDUCIARY IN THE COURSE OF THE ADMINISTRATION OF A DECEDENT’S ESTATE, GUARDIANSHIP, CONSERVATORSHIP, OR TRUST;

(5) A TRANSFER OF TITLE THROUGH A TESTAMENTARY DOCUMENT, A TRUST INSTRUMENT, OR INHERITANCE;

(6) A TRANSFER OF BARE LEGAL TITLE INTO A REVOCABLE TRUST, WITHOUT ACTUAL CONSIDERATION FOR THE TRANSFER, IF THE TRANSFEROR IS THE CURRENT BENEFICIARY OF THE TRUST;

(7) A TRANSFER OF TITLE TO THE STATE OR A LOCAL GOVERNMENT;

(8) A TRANSFER OF TITLE IN LIEU OF FORECLOSURE OF A MORTGAGE OR DEED OF TRUST;

(9) A TRANSFER OF TITLE THROUGH A COURT ORDER, RECEIVERSHIP, OR COURT-APPROVED SETTLEMENT;

(10) A TRANSFER OF TITLE THROUGH THE ORDER OF A BANKRUPTCY COURT OR SALE BY A BANKRUPTCY TRUSTEE OR DEBTOR IN POSSESSION;

(11) A GIFT TRANSFER OF TITLE TO ANY NONPROFIT ORGANIZATION EXEMPT FROM TAXATION UNDER § 501(C)(3) OF THE INTERNAL REVENUE CODE;

(12) A TRANSFER OF TITLE BY A PUBLIC HOUSING AUTHORITY; OR

(13) A RESIDENTIAL RENTAL PROPERTY WITH FOUR OR MORE INDIVIDUAL DWELLING UNITS.

(C) (1) BEFORE A RESIDENTIAL RENTAL PROPERTY MAY BE OFFERED FOR SALE TO THE PUBLIC OR A THIRD PARTY, INCLUDING THROUGH A LISTING FOR SALE, THE OWNER AND ANY TENANT OR GROUP OF TENANTS OF THE

(Over)

PROPERTY, AS APPLICABLE, SHALL ENTER INTO THE TENANT'S EXCLUSIVE NEGOTIATION PERIOD FOR THE PURCHASE OF THE PROPERTY.

(2) (I) THE OWNER OF THE PROPERTY SHALL SEND EACH TENANT A WRITTEN NOTICE OF THE TENANT'S RIGHT TO DELIVER AN OFFER TO PURCHASE THE PROPERTY.

(II) THE NOTICE SHALL:

1. BE IN THE FORM SPECIFIED IN REGULATIONS ADOPTED BY THE SECRETARY;

2. BE DELIVERED BY:

A. CERTIFIED MAIL, RETURN RECEIPT REQUESTED;

OR

B. A DELIVERY SERVICE PROVIDING DELIVERY TRACKING AND CONFIRMATION;

3. CONTAIN MATERIAL TERMS THAT THE OWNER WOULD AGREE TO INCORPORATE IN A RESULTING CONTRACT OF SALE WITH THE TENANT;

4. STATE, IN A CONSPICUOUS MANNER, THAT THE NOTICE IS A SOLICITATION OF AN OFFER TO PURCHASE AND IS NOT INTENDED AS AND MAY NOT BE CONSTRUED AS A BINDING CONTRACT OF SALE; AND

5. STATE ANY INFORMATION REGARDING DEADLINES FOR THE TENANT TO SUBMIT AN OFFER TO PURCHASE, INCLUDING THE DURATION OF THE TENANT'S EXCLUSIVE NEGOTIATION PERIOD.

(III) THE OWNER SHALL SEND A COPY OF THE NOTICE TO THE OFFICE OF TENANT AND LANDLORD AFFAIRS IN ACCORDANCE WITH REGULATIONS ESTABLISHED BY THE SECRETARY.

(3) (I) WITHIN 30 DAYS AFTER THE TENANT RECEIVES THE NOTICE UNDER PARAGRAPH (2) OF THIS SUBSECTION, THE TENANT MAY DELIVER TO THE OWNER A WRITTEN OFFER TO PURCHASE THE PROPERTY.

(II) WITHIN 5 DAYS AFTER THE OWNER RECEIVES THE OFFER TO PURCHASE THE PROPERTY FROM THE TENANT, THE OWNER SHALL:

1. IF THE OFFER CONTAINS THE SAME OR MORE FAVORABLE MATERIAL TERMS AS THOSE CONTAINED IN THE NOTICE, ACCEPT THE OFFER AND NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS; OR

2. IF THE OFFER CONTAINS MATERIAL TERMS THAT DEVIATE FROM THE TERMS OF THE NOTICE, DELIVER A COUNTEROFFER TO THE TENANT WITH AN EXPLANATION OF HOW THE OFFER DEVIATES FROM THE NOTICE.

(III) IF MORE THAN ONE TENANT OR GROUP OF TENANTS DELIVERS A TIMELY OFFER TO PURCHASE THE PROPERTY, THE OWNER MAY SELECT THE MORE FAVORABLE OFFER WITHOUT LIABILITY TO ANY OTHER TENANT.

(Over)

(IV) 1. A TENANT OR GROUP OF TENANTS MAY AFFIRMATIVELY DECLINE AN OFFER OF SALE BY AN OWNER AT ANY TIME BEFORE AN OFFER OF PURCHASE IS REQUIRED TO BE DELIVERED TO THE OWNER UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH.

2. A LANDLORD THAT RECEIVES NOTICE FROM A TENANT OR GROUP OF TENANTS UNDER SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH MAY OFFER THE PROPERTY FOR SALE.

(4) (I) WITHIN 5 DAYS AFTER THE TENANT RECEIVES A COUNTEROFFER FROM THE OWNER UNDER PARAGRAPH (3)(II)2 OF THIS SUBSECTION, THE TENANT MAY:

1. ACCEPT THE COUNTEROFFER; OR
2. REJECT THE COUNTEROFFER.

(II) IF THE TENANT FAILS TO RESPOND TO THE COUNTEROFFER WITHIN 5 DAYS AFTER RECEIPT OF THE COUNTEROFFER, THE COUNTEROFFER IS DEEMED TO BE REJECTED AND THE OWNER SHALL NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS.

(5) A TENANT'S RIGHT OF FIRST REFUSAL UNDER SUBSECTION (D) OF THIS SECTION IS TERMINATED AND THE OWNER SHALL NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS IF THE TENANT DOES NOT:

(I) DELIVER AN OFFER TO PURCHASE IN ACCORDANCE WITH PARAGRAPH (3) OF THIS SUBSECTION; OR

(II) ACCEPT A COUNTEROFFER IN ACCORDANCE WITH PARAGRAPH (4) OF THIS SUBSECTION.

(6) MATERIAL TERMS FOR THE PURCHASE OF A RESIDENTIAL RENTAL PROPERTY UNDER THIS SUBSECTION:

(I) SHALL BE COMMERCIALY REASONABLE AND MADE IN GOOD FAITH, AND SHALL ADHERE TO GENERALLY ACCEPTED RESIDENTIAL REAL ESTATE PRACTICES; AND

(II) MAY NOT INCLUDE RESTRICTIONS ON FINANCING METHODS OR THE RIGHT OF INSPECTION.

(D) (1) (I) BEFORE A VOLUNTARY TRANSFER OF TITLE TO A RESIDENTIAL RENTAL PROPERTY MAY OCCUR, ANY TENANT OR GROUP OF TENANTS OF THE PROPERTY, AS APPLICABLE, SHALL HAVE THE RIGHT OF FIRST REFUSAL TO PURCHASE THE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SUBSECTION.

(II) THE RIGHT OF A THIRD PARTY TO PURCHASE ANY RESIDENTIAL RENTAL PROPERTY TO WHICH THE REQUIREMENTS OF THIS SECTION APPLY IS SUBJECT TO THE EXERCISE OF THE RIGHT OF FIRST REFUSAL BY A TENANT OR GROUP OF TENANTS.

(2) A TENANT HAS A RIGHT OF FIRST REFUSAL TO PURCHASE RESIDENTIAL RENTAL PROPERTY IF:

(I) THE OWNER INTENDS TO ACCEPT AN OFFER FROM A THIRD PARTY TO PURCHASE THE PROPERTY FOR AN AMOUNT THAT IS AT LEAST

(Over)

10% LOWER THAN THE LOWEST PRICE OFFERED TO THE TENANT IN ANY PREVIOUS NOTICE, OFFER, OR COUNTEROFFER UNDER SUBSECTION (C) OF THIS SECTION; OR

(II) THE OWNER, WITHOUT HAVING OFFERED THE PROPERTY FOR SALE TO THE PUBLIC OR ANY THIRD PARTY, RECEIVES AN OFFER TO PURCHASE THE PROPERTY FROM A THIRD PARTY.

(3) (I) IF THE OWNER RECEIVES AN OFFER TO PURCHASE THE PROPERTY FROM A THIRD PARTY AS DESCRIBED IN PARAGRAPH (2) OF THIS SUBSECTION, THE OWNER MAY NOT ACCEPT THE OFFER UNTIL:

1. THE OWNER PROVIDES WRITTEN NOTICE TO THE TENANT OF THE TENANT'S RIGHT OF FIRST REFUSAL; AND

2. THE TENANT HAS AN OPPORTUNITY TO EXERCISE THE RIGHT OF FIRST REFUSAL WITHIN 30 DAYS AFTER RECEIPT OF THE NOTICE SPECIFIED IN PARAGRAPH (4)(I) OF THIS SUBSECTION.

(II) THE WRITTEN NOTICE OF THE RIGHT OF FIRST REFUSAL TO THE TENANT SHALL:

1. BE IN THE FORM SPECIFIED IN REGULATIONS BY THE SECRETARY;

2. BE DELIVERED BY:

A. CERTIFIED MAIL, RETURN RECEIPT REQUESTED;

OR

B. A DELIVERY SERVICE PROVIDING DELIVERY TRACKING AND CONFIRMATION;

3. CONTAIN THE SAME SALES PRICE AS THE THIRD-PARTY OFFER TO PURCHASE;

4. STATE, IN A CONSPICUOUS MANNER, THAT THE NOTICE IS A SOLICITATION OF AN OFFER TO PURCHASE AND IS NOT INTENDED AS AND MAY NOT BE CONSTRUED AS A BINDING CONTRACT OF SALE; AND

5. STATE ANY INFORMATION REGARDING DEADLINES FOR THE TENANT TO SUBMIT AN OFFER TO PURCHASE.

(III) THE OWNER SHALL SEND A COPY OF THE NOTICE TO THE OFFICE OF TENANT AND LANDLORD AFFAIRS IN ACCORDANCE WITH REGULATIONS ESTABLISHED BY THE SECRETARY.

(4) (I) WITHIN 30 DAYS AFTER RECEIPT OF THE NOTICE UNDER PARAGRAPH (3) OF THIS SUBSECTION, THE TENANT MAY DELIVER TO THE OWNER A WRITTEN OFFER TO PURCHASE THE PROPERTY.

(II) IF A TENANT DELIVERS AN OFFER TO PURCHASE AT THE SAME SALES PRICE AS THE OFFER FROM THE THIRD PARTY, THE OWNER SHALL ACCEPT THE OFFER FROM THE TENANT AND NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS.

(III) IF MORE THAN ONE TENANT OR GROUP OF TENANTS DELIVERS A TIMELY OFFER TO PURCHASE THE PROPERTY, THE OWNER MAY

(Over)

SELECT THE MORE FAVORABLE OFFER WITHOUT LIABILITY TO ANY OTHER TENANT.

(5) IF A TENANT DOES NOT DELIVER AN OFFER TO PURCHASE THE PROPERTY IN ACCORDANCE WITH PARAGRAPH (4) OF THIS SUBSECTION:

(I) THE OWNER MAY ACCEPT THE THIRD-PARTY OFFER;

(II) THE TENANT'S RIGHT OF FIRST REFUSAL SHALL BE CONSIDERED WAIVED; AND

(III) THE OWNER SHALL NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS.

(6) IF THE OWNER ACCEPTS THE OFFER TO PURCHASE FROM THE TENANT UNDER PARAGRAPH (4) OF THIS SUBSECTION AND ENTERS INTO A CONTRACT OF SALE, BUT THE CONTRACT IS TERMINATED BEFORE SETTLEMENT, THE TENANT'S RIGHT OF FIRST REFUSAL IS WAIVED AND THE OWNER SHALL NOTIFY THE OFFICE OF TENANT AND LANDLORD AFFAIRS.

(7) IF A THIRD PARTY DELIVERS AN OFFER TO PURCHASE TO THE OWNER, THE OWNER SHALL NOTIFY THE THIRD PARTY OF A TENANT'S RIGHT OF FIRST REFUSAL UNDER THIS SUBSECTION.

(E) THIS SECTION MAY NOT BE CONSTRUED TO PROHIBIT:

(1) AN INDIVIDUAL FROM SUBMITTING AN OFFER TO PURCHASE A PROPERTY LEASED BY THE INDIVIDUAL THAT IS OFFERED FOR SALE TO THE PUBLIC; OR

(2) MULTIPLE TENANTS OF A RESIDENTIAL PROPERTY FROM JOINTLY DELIVERING AN OFFER TO PURCHASE OR FROM JOINTLY CONTRACTING TO PURCHASE THE PROPERTY.

(F) THE RIGHTS OF A TENANT UNDER THIS SECTION MAY NOT BE WAIVED OR ASSIGNED AND ANY ATTEMPTED WAIVER OR ASSIGNMENT IS VOID.

(G) THIS SECTION PREEMPTS ANY LOCAL LAW OR ORDINANCE GOVERNING THE RIGHT OF FIRST REFUSAL OF A JURISDICTION OR TENANT FOR THE PURCHASE OF A RESIDENTIAL RENTAL PROPERTY.

(H) A TENANT MAY SEEK RELIEF FROM A COURT OF COMPETENT JURISDICTION TO RESTRAIN OR ENJOIN ANY VIOLATION OF THIS SECTION PRIOR TO THE CLOSING OF A CONTRACT OF SALE BETWEEN THE OWNER AND BUYER.

(I) (1) FOLLOWING CLOSING ON A CONTRACT OF SALE BETWEEN AN OWNER AND A TENANT, LIABILITY FOR FAILURE TO COMPLY WITH THIS SECTION IS RESTRICTED TO THE OWNER AND MAY NOT ATTACH TO THE RESIDENTIAL RENTAL PROPERTY THAT IS THE SUBJECT OF THE CONTRACT.

(2) (I) A TENANT WHO BRINGS AN ACTION AGAINST THE OWNER AFTER CLOSING ON A CONTRACT OF SALE FOR FAILING TO PROVIDE THE NOTICE REQUIRED BY THIS SECTION MAY NOT FILE A NOTICE OF LIS PENDENS UNDER MARYLAND RULE 12-102.

(II) A COURT MAY DISMISS A WRONGFULLY FILED ACTION OF LIS PENDENS UNDER THIS PARAGRAPH.

(Over)

(J) AN OWNER OF A RESIDENTIAL RENTAL PROPERTY WHO VIOLATES THIS SECTION IS SUBJECT TO A FINE OF NOT MORE THAN \$1,000 PER VIOLATION.

(K) THE SECRETARY SHALL ADOPT REGULATIONS TO CARRY OUT THIS SECTION.

8-120.

(A) THE DEPARTMENT SHALL REGULARLY GATHER AND MONITOR DATA RELATED TO THE PURCHASE OF RESIDENTIAL RENTAL PROPERTIES BY TENANTS UNDER § 8-119 OF THIS SUBTITLE.

(B) THE DEPARTMENT SHALL PUBLISH THE DATA GATHERED UNDER SUBSECTION (A) OF THIS SECTION IN A DATA DASHBOARD ON THE DEPARTMENT'S WEBSITE.

(C) (1) THE DEPARTMENT SHALL ORGANIZE THE DATA GATHERED UNDER SUBSECTION (A) OF THIS SECTION INTO OPEN DATA SETS ON A ROLLING BASIS THAT ALLOW AUTOMATED SEARCHING, SPATIAL ANALYSIS, VISUALIZATION, AND PROCESSING.

(2) ON REQUEST, THE DEPARTMENT SHALL PROVIDE THE ORGANIZED DATA TO STATE OR LOCAL GOVERNMENTAL ENTITIES AND INSTITUTIONS OF HIGHER EDUCATION THAT ARE LOCATED IN THE STATE.

(D) THE DEPARTMENT MAY NOT PUBLISH DATA UNDER THIS SECTION THAT IS PRIVILEGED OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE."

On page 13, in line 16, strike "TENANTS' RIGHTS" and substitute "TENANT AND LANDLORD AFFAIRS".

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On page 14, in line 11, after “SUBTITLE” insert “OR § 8-401 OF THIS TITLE”.

On page 15, after line 5, insert:

“(c) (1) Before a landlord may file a complaint under this section, the landlord shall provide to the tenant a written notice of the landlord’s intent to file a claim in the District Court against the tenant to recover possession of the residential premises if the tenant does not cure within 10 days after the written notice is provided to the tenant.

(2) (I) The written notice required under paragraph (1) of this subsection shall be in a form created by the Maryland Judiciary and notice shall occur when the notice is:

[(i)] 1. Sent by first-class mail, certificate of mailing;

[(ii)] 2. Affixed to the door of the premises; or

[(iii)] 3. If elected by the tenant, sent by electronic delivery in at least one of the following forms:

[1.] A. An e-mail message;

[2.] B. A text message; or

[3.] C. Through an electronic tenant portal.

(II) ELECTRONIC NOTICE UNDER SUBPARAGRAPH (I)3 OF THIS PARAGRAPH SHALL PROVIDE THE LANDLORD WITH PROOF OF THE TRANSMISSION OF THE NOTICE.

(Over)

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(3) (i) A complaint for repossession filed in accordance with this section shall include [a]:

1. A statement that states and affirms the date on which the landlord provided the notice required under paragraph (1) of this subsection; AND

2. PROOF THAT THE LANDLORD PROVIDED THE NOTICE REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.

(ii) A tenant may challenge assertions made by a landlord under this paragraph, and the court may dismiss the landlord's complaint on a showing of sufficient cause.

(4) A LANDLORD MAY NOT CONDITION THE ACCEPTANCE OF A LEASE APPLICATION ON THE TENANT'S ELECTION TO RECEIVE NOTICE UNDER THIS SUBSECTION BY ELECTRONIC DELIVERY.”;

in line 18, strike the brackets; strike beginning with the colon in line 18 down through “EXTREME” in line 19; in line 19, after “conditions” insert “AFFECTING THE RESIDENTIAL PROPERTY”; in lines 20, 22, 24, and 26, strike “A.”, “B.”, “C.”, and “D.”, respectively, and substitute “1.”, “2.”, “3.”, and “4.”, respectively; strike beginning with “; OR” in line 27 down through “ARTICLE” in line 29; after line 33, insert:

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

Article – Courts and Judicial Proceedings

7-202.

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(d) The State Court Administrator, as part of the Administrator's determination of the amount of court costs and charges in civil cases, shall assess a surcharge that:

(1) May not be more than ~~[\$55]~~ **\$85** per case; and

(2) Shall be deposited into the Maryland Legal Services Corporation Fund established under § 11-402 of the Human Services Article.

7-301.

(c) (1) The filing fees and costs in a civil case are those prescribed by law subject to modification by law, rule, or administrative regulation.

(2) The Chief Judge of the District Court shall assess a surcharge that:

(i) May not be more than:

1. ~~[\$8]~~ **\$83** per ~~[summary ejection]~~ case **FOR THE FOLLOWING CASES:**

A. SUMMARY EJECTION;

B. TENANT HOLDING OVER; OR

C. BREACH OF LEASE THAT SEEKS A JUDGMENT FOR POSSESSION OF RESIDENTIAL PROPERTY AGAINST A RESIDENTIAL TENANT; and

2. ~~[\$18]~~ **\$28** per case for all other civil cases; and

(ii) Shall be deposited:

(Over)

1. FOR A SURCHARGE ASSESSED UNDER ITEM (I)1 OF THIS PARAGRAPH:

A. 50% INTO THE STATEWIDE RENTAL ASSISTANCE VOUCHER PROGRAM ESTABLISHED UNDER § 4-2902 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE; AND

B. 50% INTO THE MARYLAND LEGAL SERVICES CORPORATION FUND ESTABLISHED UNDER § 11-402 OF THE HUMAN SERVICES ARTICLE; AND

2. FOR A SURCHARGE ASSESSED UNDER ITEM (I)2 OF THIS PARAGRAPH, into the Maryland Legal Services Corporation Fund established under § 11-402 of the Human Services Article.

(3) (i) In addition to the surcharge assessed under paragraph (2) of this subsection, the Chief Judge of the District Court shall assess a surcharge that may not be more than \$10 per case for the following cases filed in Baltimore City:

1. Summary ejectment;

2. Tenant holding over;

3. Breach of lease; and

4. Warrant of restitution.

(ii) The revenue generated from the surcharge on filing fees collected by the District Court in Baltimore City under subparagraph (i) of this paragraph shall be:

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1. Remitted quarterly to the Baltimore City Director of Finance; and

2. Used to fund the enhancement of sheriff benefits and the increase in sheriff personnel to enhance the service of domestic violence orders.

(4) In addition to the surcharge assessed under paragraphs (2) and (3) of this subsection, the Chief Judge of the District Court shall assess a surcharge that:

(i) May not be more than:

1. \$3 per summary ejection case; and

2. \$8 per case for all other civil cases; and

(ii) Shall be deposited into the Circuit Court Real Property Records Improvement Fund established under § 13-602 of this article.

(5) A SURCHARGE ASSESSED UNDER PARAGRAPH (2)(I)1 OF THIS SUBSECTION SHALL BE ASSESSED AGAINST A LANDLORD AND MAY NOT BE AWARDED OR ASSIGNED AS A FEE OR COST AGAINST A RESIDENTIAL TENANT.

[(5)] (6) The Supreme Court of Maryland may provide by rule for waiver of prepayment of filing fees and other costs in cases of indigency.

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

Article – Courts and Judicial Proceedings

7-202.

(Over)

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(d) The State Court Administrator, as part of the Administrator's determination of the amount of court costs and charges in civil cases, shall assess a surcharge that:

(1) May not be more than [~~\$55~~] **\$85** per case; and

(2) Shall be deposited into the Maryland Legal Services Corporation Fund established under § 11-402 of the Human Services Article.

7-301.

(c) (1) The filing fees and costs in a civil case are those prescribed by law subject to modification by law, rule, or administrative regulation.

(2) The Chief Judge of the District Court shall assess a surcharge that:

(i) May not be more than:

1. [~~\$8~~] **\$83** per [summary ejectment] case **FOR THE**

FOLLOWING CASES:

A. SUMMARY EJECTMENT;

B. TENANT HOLDING OVER; OR

C. BREACH OF LEASE THAT SEEKS A JUDGMENT FOR POSSESSION OF RESIDENTIAL PROPERTY AGAINST A RESIDENTIAL TENANT; and

2. [~~\$18~~] **\$28** per case for all other civil cases; and

(ii) Shall be deposited:

1. FOR A SURCHARGE ASSESSED UNDER ITEM (I)1 OF THIS PARAGRAPH:

A. 45% INTO THE STATEWIDE RENTAL ASSISTANCE VOUCHER PROGRAM ESTABLISHED UNDER § 4-2902 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE;

B. 45% INTO THE MARYLAND LEGAL SERVICES CORPORATION FUND ESTABLISHED UNDER § 11-402 OF THE HUMAN SERVICES ARTICLE; AND

C. 10% INTO THE RENTAL ASSISTANCE FOR COMMUNITY SCHOOLS FAMILIES FUND ESTABLISHED UNDER § 9.9-104.1 OF THE EDUCATION ARTICLE; AND

2. FOR A SURCHARGE ASSESSED UNDER ITEM (I)2 OF THIS PARAGRAPH, into the Maryland Legal Services Corporation Fund established under § 11-402 of the Human Services Article.

(3) (i) In addition to the surcharge assessed under paragraph (2) of this subsection, the Chief Judge of the District Court shall assess a surcharge that may not be more than \$10 per case for the following cases filed in Baltimore City:

- 1. Summary ejectment;**
- 2. Tenant holding over;**
- 3. Breach of lease; and**

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4. Warrant of restitution.

(ii) The revenue generated from the surcharge on filing fees collected by the District Court in Baltimore City under subparagraph (i) of this paragraph shall be:

1. Remitted quarterly to the Baltimore City Director of Finance; and

2. Used to fund the enhancement of sheriff benefits and the increase in sheriff personnel to enhance the service of domestic violence orders.

(4) In addition to the surcharge assessed under paragraphs (2) and (3) of this subsection, the Chief Judge of the District Court shall assess a surcharge that:

(i) May not be more than:

1. \$3 per summary ejectment case; and

2. \$8 per case for all other civil cases; and

(ii) Shall be deposited into the Circuit Court Real Property Records Improvement Fund established under § 13–602 of this article.

(5) A SURCHARGE ASSESSED UNDER PARAGRAPH (2)(I)1 OF THIS SUBSECTION SHALL BE ASSESSED AGAINST A LANDLORD AND MAY NOT BE AWARDED OR ASSIGNED AS A FEE OR COST AGAINST A RESIDENTIAL TENANT.

[(5)] (6) The Supreme Court of Maryland may provide by rule for waiver of prepayment of filing fees and other costs in cases of indigency.”;

and in line 34, strike “2.” and substitute “4.”.

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On page 18, after line 5, insert:

“SECTION 5. AND BE IT FURTHER ENACTED, That Section 3 of this Act shall take effect October 1, 2024, contingent on the taking effect of Chapter ____ (S.B. 370/H.B. 428) of the Acts of the General Assembly of 2024. If Section 3 of this Act takes effect, Section 2 of this Act, with no further action required by the General Assembly, shall be abrogated and of no further force and effect.”;

in line 6, strike “3.” and substitute “6.”; in the same line, strike “2” and substitute “4”; in line 8, strike “4.” and substitute “7.”; in the same line, after “That,” insert “subject to Section 5 of this Act, and”; and in line 9, strike “3” and substitute “6”.