

HOUSE BILL 494

N1
SB 706/17 – JPR

8lr2297
CF SB 555

By: **Delegates Beidle, Anderton, Carey, Cassilly, Holmes, Jalisi, Kipke, Otto, Robinson, Szeliga, West, ~~and Wivell~~ Wivell, Clark, Folden, Jacobs, Lafferty, and McMillan**

Introduced and read first time: January 25, 2018
Assigned to: Environment and Transportation

Committee Report: Favorable with amendments
House action: Adopted
Read second time: March 11, 2018

CHAPTER _____

1 AN ACT concerning

2 **Safe Neighborhoods Act**

3 FOR the purpose of reducing the number of days' notice that a landlord must give to evict
4 a tenant for a breach of the lease that involves certain dangerous behavior; altering
5 the requirements for the written notice that a landlord must give before the landlord
6 may file a certain complaint to evict a tenant for a breach of a lease that involves
7 certain dangerous behavior; reducing the amount of time after entry of a certain
8 judgment during which a certain party may appeal to the circuit court in an eviction
9 proceeding based on a breach of the lease that involves certain dangerous behavior;
10 making technical and stylistic changes; and generally relating to expedited eviction
11 proceedings.

12 BY repealing and reenacting, with amendments,
13 Article – Real Property
14 Section 8–402.1
15 Annotated Code of Maryland
16 (2015 Replacement Volume and 2017 Supplement)

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

19 **Article – Real Property**

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 8-402.1.

2 (a) (1) (i) Where an unexpired lease for a stated term provides that the
3 landlord may repossess the premises prior to the expiration of the stated term if the tenant
4 breaches the lease, the landlord may make complaint in writing to the District Court of the
5 county where the premises is located if:

6 1. The tenant breaches the lease;

7 2. A. The landlord has given the tenant 30 days' written
8 notice that the tenant is in violation of the lease and the landlord desires to repossess the
9 leased premises; or

10 B. The breach of the lease involves behavior by a tenant or a
11 person who is on the property with the tenant's consent, which demonstrates a clear and
12 imminent danger of the tenant or person doing serious harm to themselves, other tenants,
13 the landlord, the landlord's property or representatives, or any other person on the property
14 and the landlord has given the tenant or person in possession [14] 7 days' written notice
15 ~~that the tenant or person in possession is in violation of the lease and the landlord desires~~
16 ~~to repossess the leased premises~~ **IN ACCORDANCE WITH SUBPARAGRAPH (III) OF THIS**
17 **PARAGRAPH**; and

18 3. The tenant or person in actual possession of the premises
19 refuses to comply.

20 (ii) The court shall summons immediately the tenant or person in
21 possession to appear before the court on a day stated in the summons to show cause, if any,
22 why restitution of the possession of the leased premises should not be made to the landlord.

23 **(III) WRITTEN NOTICE PROVIDED UNDER SUBPARAGRAPH (I)2B**
24 **OF THIS PARAGRAPH SHALL INCLUDE NOTICE:**

25 **1. THAT THE TENANT OR PERSON ON THE PROPERTY IS**
26 **IN VIOLATION OF THE LEASE;**

27 **2. OF THE SPECIFIC LEASE PROVISION THAT WAS**
28 **VIOLATED AND THE ACTION THAT CAUSED THE VIOLATION;**

29 **3. THAT THE LANDLORD INTENDS TO REPOSSESS THE**
30 **LEASED PREMISES IF THE TENANT OR PERSON ON THE PROPERTY DOES NOT VACATE**
31 **THE LEASED PREMISES WITHIN A DESIGNATED PERIOD OF TIME; AND**

32 **4. THAT THE LANDLORD MAY FILE A COMPLAINT FOR**
33 **EVICITION UNDER THIS SUBSECTION.**

1 (2) (i) If, for any reason, the tenant or person in actual possession
2 cannot be found, the constable or sheriff shall affix an attested copy of the summons
3 conspicuously on the property.

4 (ii) After notice is sent to the tenant or person in possession by
5 first-class mail, the affixing of the summons on the property shall be conclusively presumed
6 to be a sufficient service to support restitution.

7 (3) If either of the parties fails to appear before the court on the day stated
8 in the summons, the court may continue the case for not less than [six] 6 nor more than 10
9 days and notify the parties of the continuance.

10 (b) (1) (I) If the court determines that the tenant breached the terms of the
11 lease and that the breach was substantial and warrants an eviction, the court shall give
12 judgment for the restitution of the possession of the premises and issue its warrant to the
13 sheriff or a constable commanding the tenant to deliver possession to the landlord in as full
14 and ample manner as the landlord was possessed of the same at the time when the lease
15 was entered into.

16 (II) The court shall give judgment for costs against the tenant or
17 person in possession.

18 (2) (I) Either party may appeal to the circuit court for the county[,
19 within ten days from entry of the judgment. If]:

20 1. **WITHIN 4 7 DAYS AFTER ENTRY OF THE JUDGMENT,**
21 **IN AN EVICTION PROCEEDING BASED ON A BREACH OF LEASE THAT INVOLVES**
22 **BEHAVIOR BY A TENANT OR A PERSON WHO IS ON THE PROPERTY WITH THE**
23 **TENANT'S CONSENT, WHICH DEMONSTRATES A CLEAR AND IMMINENT DANGER OF**
24 **THE TENANT OR PERSON DOING SERIOUS HARM TO THEMSELVES, OTHER TENANTS,**
25 **THE LANDLORD, THE LANDLORD'S PROPERTY OR REPRESENTATIVES, OR ANY**
26 **OTHER PERSON ON THE PROPERTY; OR**

27 2. **WITHIN 10 DAYS AFTER ENTRY OF THE JUDGMENT, IN**
28 **AN EVICTION PROCEEDING BASED ON ANY OTHER BREACH OF THE LEASE.**

29 (II) **THE TENANT OR PERSON IN POSSESSION OF THE PREMISES**
30 **MAY RETAIN POSSESSION UNTIL THE DETERMINATION OF THE APPEAL IF** the tenant
31 **[(i) files]:**

32 1. **FILES** with the District Court an affidavit that the appeal
33 is not taken for delay; [(ii) files]

34 2. **FILES** sufficient bond with one or more securities
35 conditioned upon diligent prosecution of the appeal; [(iii) pays]

1 **3. PAYS** all rent in arrears, all court costs in the case; and
 2 [(iv) pays]

3 **4. PAYS** all losses or damages which the landlord may suffer
 4 by reason of the tenant's holding over[, the tenant or person in possession of the premises
 5 may retain possession until the determination of the appeal].

6 **(III)** Upon application of either party, the court shall set a day for the
 7 hearing of the appeal not less than [five] **5** nor more than 15 days after the application,
 8 and notice of the order for a hearing shall be served on the other party or that party's
 9 counsel at least [five] **5** days before the hearing.

10 **(IV)** If the judgment of the District Court is in favor of the landlord, a
 11 warrant shall be issued by the court which hears the appeal to the sheriff, who shall execute
 12 the warrant.

13 (c) (1) Acceptance of any payment after notice but before eviction shall not
 14 operate as a waiver of any notice of breach of lease or any judgment for possession unless
 15 the parties specifically otherwise agree in writing.

16 (2) Any payment accepted shall be first applied to the rent or the
 17 equivalent of rent apportioned to the date that the landlord actually recovers possession of
 18 the premises, then to court costs, including court awarded damages and legal fees and then
 19 to any loss of rent caused by the breach of lease.

20 (3) Any payment which is accepted in excess of the rent referred to in
 21 paragraph (2) of this subsection shall not bear interest but will be returned to the tenant
 22 in the same manner as security deposits as defined under § 8–203 of this title but shall not
 23 be subject to the penalties of that section.

24 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect ~~June~~
 25 October 1, 2018.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.