

SENATE BILL 967

N1

1r2052
CF HB 50

By: **Senator Jackson**

Constitutional Requirements Complied with for Introduction in the last 35 Days of Session
Introduced and read first time: February 23, 2021

Assigned to: Rules

A BILL ENTITLED

1 AN ACT concerning

2 **Landlord and Tenant – Residential Leases – Tenant Rights and Protections**
3 **(Tenant Protection Act of 2021)**

4 FOR the purpose of requiring a landlord to make a certain disclosure to prospective tenants
5 regarding the method used to charge tenants for the cost of certain utilities under
6 certain circumstances; requiring that a certain lease provision is unenforceable if a
7 landlord fails to make a certain disclosure; requiring a landlord to provide a tenant
8 with information to document a bill for certain utilities under certain circumstances;
9 authorizing a county to adopt certain regulations governing the information a
10 landlord is required to provide to a tenant to document a bill for certain utilities
11 under certain circumstances; requiring that a certain statement that a landlord must
12 provide to a tenant if a portion of the security deposit is withheld include, where
13 practicable, supporting documentation containing certain information; providing
14 that a tenant organization has the right of free assembly in certain areas within an
15 apartment facility during reasonable hours and on reasonable notice to a landlord;
16 authorizing a landlord to impose certain conditions on the use of certain areas within
17 an apartment facility for meetings; requiring a tenant organization to provide certain
18 information to a landlord; preventing a landlord from charging a tenant organization
19 for the use of certain areas within an apartment facility for the first meeting of the
20 tenant organization each month; limiting the fees that a landlord may charge for the
21 use of certain areas by a tenant organization; expanding certain provisions of law
22 regarding the rights of tenants and legal occupants who are victims of domestic
23 violence or sexual assault to include certain victims of stalking; altering the
24 calculation of the rent for which a tenant who vacates leased premises under certain
25 provisions of law is responsible; requiring a certain tenant to provide a certain notice
26 if the tenant vacates the leased premises within a certain period of time; authorizing
27 a landlord to take certain actions against a certain tenant who does not vacate the
28 leased premises within a certain period of time; requiring a landlord to inspect the
29 leased premises and provide the tenant with a certain written statement under
30 certain circumstances; authorizing a certain report by a qualified third party to be

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 used as documentation that a tenant or legal occupant is a victim of sexual assault,
 2 domestic violence, or stalking for purposes of certain provisions of law; prohibiting a
 3 landlord from disclosing certain information to a third party except under certain
 4 circumstances; providing that certain local laws and ordinances supersede certain
 5 provisions of this Act; prohibiting, for the duration of a certain emergency and for a
 6 certain number of months after, a landlord from taking certain actions with regard
 7 to certain residential tenants; prohibiting, for the duration of a certain emergency
 8 and for a certain number of months after, a consumer reporting agency from
 9 including references to certain causes of action in a certain report for certain
 10 consumers; stating the intent of the General Assembly; providing for the application
 11 and termination of certain provisions of this Act; defining certain terms; making
 12 stylistic and clarifying changes; and generally relating to rights and protections for
 13 residential tenants.

14 BY renumbering

15 Article – Real Property

16 Section 8–203(j) through (l), respectively

17 to be Section 8–203(k) through (m), respectively

18 Annotated Code of Maryland

19 (2015 Replacement Volume and 2020 Supplement)

20 BY repealing and reenacting, with amendments,

21 Article – Real Property

22 Section 8–203(g), (h), and (i)(7) and 8–5A–01 through 8–5A–06

23 Annotated Code of Maryland

24 (2015 Replacement Volume and 2020 Supplement)

25 BY adding to

26 Article – Real Property

27 Section 8–203(j), 8–212.4, 8–218, 8–5A–05, and 8–5A–08

28 Annotated Code of Maryland

29 (2015 Replacement Volume and 2020 Supplement)

30 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,

31 That Section(s) 8–203(j) through (l), respectively, of Article – Real Property of the
 32 Annotated Code of Maryland be renumbered to be Section(s) 8–203(k) through (m),
 33 respectively.

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

36 **Article – Real Property**

37 **8–212.4.**

38 **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**
 39 **INDICATED.**

1 **(2) “DWELLING UNIT” MEANS THAT PORTION OF A BUILDING THAT IS**
2 **DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE**
3 **BY ONE OR MORE PERSONS, INCLUDING A RENTED ROOM IN A SINGLE-FAMILY**
4 **HOUSE.**

5 **(3) “LANDLORD” MEANS:**

6 **(I) AN OWNER OF RESIDENTIAL RENTAL PROPERTY THAT**
7 **OFFERS TWO OR MORE DWELLING UNITS FOR RENT ON ONE PARCEL; OR**

8 **(II) A PERSON ACTING ON BEHALF OF A LANDLORD.**

9 **(4) “MASTER METER” MEANS A METER USED TO MEASURE, FOR**
10 **BILLING PURPOSES, ALL USAGE OF A PARTICULAR UTILITY FOR A LANDLORD’S**
11 **RESIDENTIAL RENTAL PROPERTY, INCLUDING USAGE FOR COMMON ELEMENTS OF**
12 **THE RESIDENTIAL RENTAL PROPERTY AND DWELLING UNITS.**

13 **(5) “RATIO UTILITY BILLING SYSTEM” MEANS ALLOCATION OF ONE**
14 **OR MORE OF A LANDLORD’S UTILITY CHARGES, COLLECTED VIA A MASTER METER,**
15 **AMONG THE TENANTS BY ANY METHOD THAT DOES NOT MEASURE ACTUAL PER**
16 **TENANT USAGE FOR THE UTILITY.**

17 **(6) “UTILITY” MEANS:**

18 **(I) ELECTRICITY USAGE;**

19 **(II) GAS USAGE;**

20 **(III) WASTEWATER AND SEWAGE USAGE; OR**

21 **(IV) WATER CONSUMPTION OR USAGE.**

22 **(B) THIS SECTION DOES NOT APPLY TO RESIDENTIAL RENTAL PROPERTY IN:**

23 **(1) A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF THIS ARTICLE;**

24 **OR**

25 **(2) A COOPERATIVE PROJECT ORGANIZED UNDER TITLE 5, SUBTITLE**
26 **6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.**

27 **(C) (1) IF A LANDLORD USES A RATIO UTILITY BILLING SYSTEM TO BILL**
28 **TENANTS FOR ONE OR MORE UTILITIES, THE LANDLORD SHALL PROVIDE THE**

1 FOLLOWING INFORMATION TO ALL PROSPECTIVE TENANTS IN WRITING:

2 (I) A STATEMENT THAT THE TENANT WILL BE BILLED BY THE
3 LANDLORD FOR ALLOCATED UTILITY SERVICES AND THAT IDENTIFIES ALL
4 UTILITIES AT ISSUE;

5 (II) A STATEMENT THAT IDENTIFIES THE ELEMENTS THAT
6 COMPOSE THE LANDLORD'S UTILITY CHARGES TO BE ALLOCATED TO THE TENANTS
7 UNDER THE RATIO UTILITY BILLING SYSTEM, BY UTILITY;

8 (III) A DESCRIPTION OF THE METHOD THAT WILL BE USED TO
9 ALLOCATE THE COST OF THE UTILITY TO THE TENANT, BY UTILITY;

10 (IV) A STATEMENT THAT ANY DISPUTES RELATING TO THE
11 COMPUTATION OF THE TENANT'S BILL ARE BETWEEN THE TENANT AND THE
12 LANDLORD;

13 (V) THE AVERAGE MONTHLY BILL FOR ALL DWELLING UNITS IN
14 THE RESIDENTIAL RENTAL PROPERTY IN THE PREVIOUS CALENDAR YEAR, BY
15 UTILITY;

16 (VI) INFORMATION REGARDING BILLING, INCLUDING METER
17 READING DATES, BILLING DATES, AND DUE DATES, BY UTILITY;

18 (VII) A STATEMENT THAT THE TENANT HAS THE RIGHT TO
19 RECEIVE INFORMATION FROM THE LANDLORD TO VERIFY THE UTILITY BILL ON
20 WRITTEN REQUEST;

21 (VIII) INFORMATION REGARDING ANY ADDITIONAL SERVICE
22 CHARGES OR ADMINISTRATIVE FEES TO BE PAID BY THE TENANT FOR THE
23 OPERATION OF THE RATIO UTILITY BILLING SYSTEM; AND

24 (IX) A CITATION TO THIS SECTION.

25 (2) A LEASE PROVISION THAT REQUIRES A TENANT TO PAY THE
26 UTILITY CHARGES BILLED TO THE TENANT UNDER A RATIO UTILITY BILLING SYSTEM
27 SHALL BE UNENFORCEABLE IF THE LANDLORD FAILS TO PROVIDE THE
28 INFORMATION REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE
29 TENANT IN WRITING.

30 (D) A LANDLORD WHO USES A RATIO UTILITY BILLING SYSTEM SHALL, ON
31 WRITTEN REQUEST BY A TENANT, PROVIDE THE TENANT WITH INFORMATION TO
32 DOCUMENT A BILL FOR UTILITIES.

1 **(E) (1) A COUNTY OR MUNICIPAL CORPORATION MAY ENACT LOCAL LAWS**
2 **CONSISTENT WITH THIS SECTION GOVERNING:**

3 **(I) THE INFORMATION A LANDLORD IS REQUIRED TO PROVIDE**
4 **TO A TENANT;**

5 **(II) DISCLOSURE REQUIREMENTS; AND**

6 **(III) DOCUMENT RETENTION POLICIES.**

7 **(2) ANY LOCAL LAW THAT IS COMPARABLE IN SUBJECT MATTER TO**
8 **THIS SECTION SHALL SUPERSEDE THE PROVISIONS OF THIS SECTION.**

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

11 **Article – Real Property**

12 8–203.

13 **(g) (1) [If] SUBJECT TO SUBSECTION (J) OF THIS SECTION, IF** any portion
14 of the security deposit is withheld, the landlord shall present by first–class mail directed to
15 the last known address of the tenant, within 45 days after the termination of the tenancy,
16 a written list of the damages claimed under subsection (f)(1) of this section together with a
17 statement of the cost actually incurred.

18 (2) If the landlord fails to comply with this requirement, the landlord
19 forfeits the right to withhold any part of the security deposit for damages.

20 **(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this**
21 **section are inapplicable to a tenant who has been evicted or ejected for breach of a condition**
22 **or covenant of a lease prior to the termination of the tenancy or who has abandoned the**
23 **premises prior to the termination of the tenancy.**

24 (2) (i) A tenant specified in paragraph (1) of this subsection may
25 demand return of the security deposit by giving written notice by first–class mail to the
26 landlord within 45 days of being evicted or ejected or of abandoning the premises.

27 (ii) The notice shall specify the tenant’s new address.

28 (iii) **[The] SUBJECT TO SUBSECTION (J) OF THIS SECTION, THE**
29 **landlord, within 45 days of receipt of such notice, shall present, by first–class mail to the**
30 **tenant, a written list of the damages claimed under subsection (f)(1) of this section together**
31 **with a statement of the costs actually incurred and shall return to the tenant the security**
32 **deposit together with simple interest which has accrued at the daily U.S. Treasury yield**

1 curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is
2 greater, less any damages rightfully withheld.

3 (3) (i) If a landlord fails to send the list of damages required by
4 paragraph (2) of this subsection, the right to withhold any part of the security deposit for
5 damages is forfeited.

6 (ii) If a landlord fails to return the security deposit as required by
7 paragraph (2) of this subsection, the tenant has an action of up to threefold of the withheld
8 amount, plus reasonable attorney's fees.

9 (4) Except to the extent specified, this subsection may not be interpreted
10 to alter the landlord's duties under subsections (e) and (g) of this section.

11 (i) (7) **[At] SUBJECT TO SUBSECTION (J) OF THIS SECTION, AT** least 10
12 days before a landlord makes a claim against a surety bond subject to this subsection, the
13 landlord shall send to the tenant by first-class mail directed to the last known address of
14 the tenant, a written list of the damages to be claimed and a statement of the costs actually
15 incurred by the landlord.

16 **(J) A STATEMENT OF COSTS PROVIDED UNDER SUBSECTION (G)(1),**
17 **(H)(2)(III), OR (I)(7) OF THIS SECTION SHALL, WHERE PRACTICABLE, INCLUDE**
18 **SUPPORTING DOCUMENTATION, INCLUDING BILLS, INVOICES, AND RECEIPTS, THAT**
19 **IDENTIFIES THE MATERIALS OR SERVICES PROVIDED.**

20 **8-218.**

21 **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**
22 **INDICATED.**

23 **(2) (I) "APARTMENT FACILITY" MEANS AN APARTMENT BUILDING**
24 **OR COMPLEX THAT CONTAINS FOUR OR MORE INDIVIDUAL DWELLING UNITS THAT A**
25 **COMMON LANDLORD RENTS FOR RESIDENTIAL PURPOSES, INCLUDING ALL**
26 **COMMON AREAS AVAILABLE FOR USE BY A TENANT.**

27 **(II) "APARTMENT FACILITY" DOES NOT INCLUDE:**

28 **1. A SINGLE-FAMILY HOUSE, REGARDLESS OF THE**
29 **NUMBER OF INDIVIDUAL DWELLING UNITS INTO WHICH THE HOUSE IS SUBDIVIDED;**

30 **2. A CONDOMINIUM ORGANIZED UNDER TITLE 11 OF**
31 **THIS ARTICLE; OR**

32 **3. A COOPERATIVE PROJECT ORGANIZED UNDER TITLE**
33 **5, SUBTITLE 6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.**

1 **(3) “DWELLING UNIT” MEANS THAT PORTION OF A BUILDING THAT IS**
2 **DESIGNATED, INTENDED, OR ARRANGED FOR USE OR OCCUPANCY AS A RESIDENCE**
3 **BY ONE OR MORE PERSONS.**

4 **(4) “TENANT ORGANIZATION” MEANS AN INCORPORATED OR**
5 **UNINCORPORATED ORGANIZATION OF THREE OR MORE TENANTS WHO RESIDE IN AN**
6 **APARTMENT FACILITY FORMED FOR THE PURPOSE OF IMPROVING THE LIVING**
7 **CONDITIONS, CONTRACTUAL POSITION, OR COMMUNITY EXPERIENCES OF THE**
8 **RESIDENTS OF THE APARTMENT FACILITY THAT:**

9 **(I) MEETS REGULARLY;**

10 **(II) OPERATES DEMOCRATICALLY; AND**

11 **(III) IS INDEPENDENT OF THE OWNERS OR MANAGEMENT OF THE**
12 **APARTMENT FACILITY AND THEIR REPRESENTATIVES.**

13 **(B) (1) A TENANT ORGANIZATION SHALL HAVE THE RIGHT OF FREE**
14 **ASSEMBLY IN A MEETING ROOM WITHIN AN APARTMENT FACILITY DESIGNATED FOR**
15 **USE BY TENANTS FOR EVENTS AND COMMUNITY GATHERINGS DURING REASONABLE**
16 **HOURS AND ON REASONABLE NOTICE TO THE LANDLORD TO CONDUCT TENANT**
17 **ORGANIZATION MEETINGS.**

18 **(2) (I) THE LANDLORD MAY IMPOSE REASONABLE TERMS AND**
19 **CONDITIONS ON THE USE OF A MEETING ROOM, PROVIDED THAT THE TERMS AND**
20 **CONDITIONS DO NOT UNDERMINE THE PURPOSES OF THIS SECTION.**

21 **(II) THE LANDLORD MAY REQUIRE AN INDIVIDUAL**
22 **PARTICIPATING IN A TENANT ORGANIZATION MEETING WHO IS NOT A RESIDENT OF**
23 **THE APARTMENT FACILITY TO SIGN A WAIVER OF LIABILITY FOR INJURIES**
24 **SUSTAINED WHILE ON THE PROPERTY.**

25 **(3) A TENANT ORGANIZATION SHALL:**

26 **(I) DESIGNATE AT LEAST TWO BUT NOT MORE THAN FIVE**
27 **MEMBERS WHO ARE AUTHORIZED TO SCHEDULE USE OF A MEETING ROOM ON**
28 **BEHALF OF THE TENANT ORGANIZATION; AND**

29 **(II) PROVIDE WRITTEN NOTIFICATION TO THE LANDLORD OF**
30 **THE DESIGNEES AT LEAST ONCE PER YEAR.**

31 **(C) (1) A LANDLORD MAY NOT CHARGE A TENANT ORGANIZATION A FEE**

1 FOR THE USE OF A MEETING ROOM FOR THE FIRST MEETING OF THE TENANT
2 ORGANIZATION EACH MONTH.

3 (2) A LANDLORD MAY CHARGE A REASONABLE FEE FOR ALL OTHER
4 USES OF A MEETING ROOM BY THE TENANT ORGANIZATION WITHIN THE SAME
5 MONTH PROVIDED THAT THE FEE DOES NOT EXCEED THE REGULAR SCHEDULE OF
6 FEES FOR THE SPACE CHARGED TO OTHER GROUPS.

7 8-5A-01.

8 (a) In this subtitle the following words have the meanings indicated.

9 (b) "Legal occupant" means an occupant who resides on the premises with the
10 actual knowledge and permission of the landlord.

11 (c) "Offender" means a person who commits an act of domestic violence or
12 commits a sexual assault offense.

13 (d) "Peace order" means an enforceable final peace order.

14 (e) "Protective order" means an enforceable final protective order.

15 (F) "QUALIFIED THIRD PARTY" MEANS:

16 (1) A PHYSICIAN WHO IS AUTHORIZED TO PRACTICE MEDICINE
17 UNDER THE HEALTH OCCUPATIONS ARTICLE;

18 (2) A PSYCHOLOGIST WHO IS AUTHORIZED TO PRACTICE
19 PSYCHOLOGY UNDER THE HEALTH OCCUPATIONS ARTICLE; OR

20 (3) A SOCIAL WORKER OR CASEWORKER OF ANY PUBLIC OR PRIVATE
21 HEALTH OR SOCIAL SERVICES AGENCY OR PROVIDER.

22 (G) "REPORT BY A QUALIFIED THIRD PARTY" MEANS A REPORT BASED ON
23 INFORMATION RECEIVED BY A QUALIFIED THIRD PARTY WHILE ACTING IN A
24 PROFESSIONAL CAPACITY THAT:

25 (1) INDICATES THAT THE TENANT OR A LEGAL OCCUPANT IS SEEKING
26 ASSISTANCE FOR PHYSICAL OR MENTAL INJURIES RESULTING FROM AN ACT OF
27 DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING;

28 (2) INCLUDES THE FOLLOWING ELEMENTS:

29 (I) THE NAME OF THE TENANT OR LEGAL OCCUPANT;

1 **(II) A STATEMENT THAT THE TENANT OR LEGAL OCCUPANT IS A**
2 **VICTIM OF DOMESTIC VIOLENCE, A VICTIM OF SEXUAL ASSAULT, OR A VICTIM OF**
3 **STALKING;**

4 **(III) THE DATE, TIME, LOCATION, AND A BRIEF DESCRIPTION OF**
5 **THE INCIDENT;**

6 **(IV) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**
7 **PERPETRATOR, IF KNOWN;**

8 **(V) THE NAME AND ADDRESS OF THE EMPLOYER OF THE**
9 **QUALIFIED THIRD PARTY;**

10 **(VI) THE LICENSING ENTITY AND LICENSE NUMBER OF THE**
11 **QUALIFIED THIRD PARTY, IF THE QUALIFIED THIRD PARTY IS REQUIRED TO BE**
12 **LICENSED; AND**

13 **(VII) THE SIGNATURE OF THE QUALIFIED THIRD PARTY, UNDER**
14 **SEAL OF A NOTARY PUBLIC; AND**

15 **(3) IS SIGNED AND ACKNOWLEDGED BY THE TENANT OR LEGAL**
16 **OCCUPANT UNDER PENALTY OF PERJURY.**

17 **[(f)] (H)** “Victim of domestic violence” means a person who is:

18 (1) A victim of domestic abuse, as defined in § 4–501 of the Family Law
19 Article; and

20 (2) A person eligible for relief, as defined in § 4–501 of the Family Law
21 Article.

22 **[(g)] (I)** “Victim of sexual assault” means a person who is a victim of:

23 (1) A sexual crime under Title 3, Subtitle 3 of the Criminal Law Article;

24 (2) Child sexual abuse under § 3–602 of the Criminal Law Article; or

25 (3) Sexual abuse of a vulnerable adult under § 3–604 of the Criminal Law
26 Article.

27 **(J) “VICTIM OF STALKING” MEANS A PERSON WHO IS A VICTIM OF STALKING**
28 **UNDER § 3–802 OF THE CRIMINAL LAW ARTICLE.**

29 8–5A–02.

1 (a) Subject to the requirements of subsections (b) and (c) of this section, a tenant
2 may terminate the tenant's future liability under a residential lease if the tenant or legal
3 occupant is:

4 (1) A victim of domestic violence; [or]

5 (2) A victim of sexual assault; OR

6 **(3) A VICTIM OF STALKING.**

7 (b) If a tenant or legal occupant is a victim of domestic violence [or], a victim of
8 sexual assault, **OR A VICTIM OF STALKING**, the tenant may provide to the landlord the
9 written notice required under § 8-5A-03 [or], § 8-5A-04, **OR § 8-5A-05** of this subtitle
10 and, if the written notice is provided, the tenant shall have 30 days to vacate the leased
11 premises from the date of providing the written notice.

12 (c) **(1)** A tenant who vacates leased premises under this section is responsible
13 for rent only [for the 30 days following the tenant providing notice of an intent to vacate]
14 **FOR THE TIME FOLLOWING THE TENANT PROVIDING NOTICE OF AN INTENT TO**
15 **VACATE UNTIL THE TENANT VACATES THE LEASED PREMISES, UP TO A MAXIMUM OF**
16 **30 DAYS.**

17 **(2) (I) IF A TENANT VACATES THE LEASED PREMISES EARLIER**
18 **THAN 30 DAYS AFTER THE DATE THE TENANT PROVIDES WRITTEN NOTICE OF AN**
19 **INTENT TO VACATE, THE TENANT SHALL PROVIDE THE LANDLORD WITH WRITTEN**
20 **NOTICE, SIGNED BY THE TENANT AND NOTARIZED, BY FIRST-CLASS MAIL OR HAND**
21 **DELIVERY STATING THAT THE TENANT HAS VACATED THE LEASED PREMISES.**

22 **(II) ON RECEIVING A NOTICE IDENTIFIED IN SUBPARAGRAPH (I)**
23 **OF THIS PARAGRAPH, A LANDLORD SHALL INSPECT THE LEASED PREMISES AND, IF**
24 **THE TENANT HAS VACATED THE LEASED PREMISES, PROVIDE THE TENANT WITH A**
25 **WRITTEN STATEMENT THAT:**

26 **1. CONFIRMS THE TENANT HAS VACATED THE LEASED**
27 **PREMISES;**

28 **2. STATES THE RENT THAT THE TENANT IS**
29 **RESPONSIBLE FOR UNDER THIS SUBSECTION; AND**

30 **3. STATES THE AMOUNT OF RENT STILL OWED BY THE**
31 **TENANT OR THE AMOUNT OF ANY OVERPAYMENT OF RENT TO BE REFUNDED.**

32 **(III) FOR THE PURPOSE OF CALCULATING THE RENT THAT A**
33 **TENANT IS RESPONSIBLE FOR UNDER THIS SUBSECTION, THE TENANT SHALL BE**
34 **DEEMED TO HAVE VACATED THE LEASED PREMISES:**

1 **1. IF NOTICE IS DELIVERED BY FIRST-CLASS MAIL, ON**
2 **THE DATE THE NOTICE WAS POSTMARKED; OR**

3 **2. IF NOTICE IS HAND DELIVERED, ON THE DATE THE**
4 **NOTICE WAS HAND DELIVERED TO THE LANDLORD.**

5 **(IV) A TENANT WHO VACATES THE LEASED PREMISES EARLIER**
6 **THAN 30 DAYS AFTER THE DATE THE TENANT PROVIDED WRITTEN NOTICE OF AN**
7 **INTENT TO VACATE OR WHO FAILS TO PROVIDE THE WRITTEN NOTICE REQUIRED**
8 **UNDER THIS PARAGRAPH SHALL BE RESPONSIBLE FOR THE MAXIMUM RENT**
9 **REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.**

10 (d) If a tenant does not vacate the leased premises within 30 days of providing to
11 the landlord the written notice required under § 8-5A-03 [or], § 8-5A-04, **OR § 8-5A-05**
12 of this subtitle, the landlord is, at the landlord's option and with written notice to the
13 tenant, entitled to:

14 (1) All legal remedies against a tenant holding over available under §
15 8-402 of this title; or

16 (2) Deem the tenant's notice of an intent to vacate to have been rescinded
17 and the terms of the original lease to be in full force and effect.

18 (e) The termination of a tenant's future liability under a residential lease under
19 this section does not terminate or in any other way impact the future liability of a tenant
20 who is the respondent in the action that results in:

21 (1) A protective order issued for the benefit of the victim tenant or victim
22 legal occupant under § 4-506 of the Family Law Article; or

23 (2) A peace order issued for the benefit of the victim tenant or victim legal
24 occupant for which the underlying act was sexual assault **OR STALKING** under § 3-1505 of
25 the Courts Article.

26 8-5A-03.

27 (a) If a tenant or legal occupant is a victim of domestic violence, the tenant may
28 terminate the tenant's future liability under a residential lease under § 8-5A-02 of this
29 subtitle if the tenant provides the landlord with written notice by first-class mail or hand
30 delivery of an intent to vacate the premises and notice of the tenant's or legal occupant's
31 status as a victim of domestic violence.

32 (b) The notice provided under subsection (a) of this section shall include **[a]**:

33 **(1) A copy of a protective order issued for the benefit of the tenant or legal**

1 occupant under § 4–506 of the Family Law Article; OR

2 **(2) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED**
3 **THAT:**

4 **(I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**
5 **PERPETRATOR IS REDACTED; AND**

6 **(II) THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY**
7 **WITHIN THE PRECEDING 60 DAYS.**

8 8–5A–04.

9 (a) If a tenant or legal occupant is a victim of sexual assault, the tenant may
10 terminate the tenant's future liability under a residential lease under § 8–5A–02 of this
11 subtitle if the tenant provides the landlord with written notice by first–class mail or hand
12 delivery of an intent to vacate the leased premises, including the tenant's or legal occupant's
13 status as a victim of sexual assault.

14 (b) The notice provided under subsection (a) of this section shall include:

15 (1) A copy of a protective order issued for the benefit of the tenant or legal
16 occupant under § 4–506 of the Family Law Article; [or]

17 (2) A copy of a peace order issued for the benefit of the tenant or legal
18 occupant for which the underlying act was sexual assault under § 3–1505 of the Courts
19 Article; OR

20 **(3) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED**
21 **THAT:**

22 **(I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**
23 **PERPETRATOR IS REDACTED; AND**

24 **(II) THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY**
25 **WITHIN THE PRECEDING 60 DAYS.**

26 8–5A–05.

27 **(A) IF A TENANT OR LEGAL OCCUPANT IS A VICTIM OF STALKING, THE**
28 **TENANT MAY TERMINATE THE TENANT'S FUTURE LIABILITY UNDER A RESIDENTIAL**
29 **LEASE UNDER § 8–5A–02 OF THIS SUBTITLE IF THE TENANT PROVIDES THE**
30 **LANDLORD WITH WRITTEN NOTICE BY FIRST–CLASS MAIL OR HAND DELIVERY OF AN**
31 **INTENT TO VACATE THE LEASED PREMISES, INCLUDING THE TENANT'S OR LEGAL**
32 **OCCUPANT'S STATUS AS A VICTIM OF STALKING.**

1 **(B) THE NOTICE PROVIDED UNDER SUBSECTION (A) OF THIS SECTION**
2 **SHALL INCLUDE:**

3 **(1) A COPY OF A PROTECTIVE ORDER ISSUED FOR THE BENEFIT OF**
4 **THE TENANT OR LEGAL OCCUPANT UNDER § 4-506 OF THE FAMILY LAW ARTICLE;**

5 **(2) A COPY OF A PEACE ORDER ISSUED FOR THE BENEFIT OF THE**
6 **TENANT OR LEGAL OCCUPANT FOR WHICH THE UNDERLYING ACT WAS STALKING**
7 **UNDER § 3-1505 OF THE COURTS ARTICLE; OR**

8 **(3) A COPY OF A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED**
9 **THAT:**

10 **(I) THE NAME AND PHYSICAL DESCRIPTION OF THE ALLEGED**
11 **PERPETRATOR IS REDACTED; AND**

12 **(II) THE REPORT WAS SIGNED BY THE QUALIFIED THIRD PARTY**
13 **WITHIN THE PRECEDING 60 DAYS.**

14 **[8-5A-05.] 8-5A-06.**

15 (a) This section applies to an action for possession of property under § 8-402.1 of
16 this title against a tenant or legal occupant who is a victim of domestic violence [or], a
17 victim of sexual assault, **OR A VICTIM OF STALKING** in which the basis for the alleged
18 breach is an act or acts of domestic violence [or], sexual assault, **OR STALKING.**

19 (b) (1) A tenant is deemed to have raised a rebuttable presumption that the
20 alleged breach of the lease does not warrant an eviction if the tenant provides to the court:

21 (i) A copy of a protective order issued for the benefit of the tenant or
22 legal occupant under § 4-506 of the Family Law Article; [or]

23 (ii) A copy of a peace order issued for the benefit of the tenant or legal
24 occupant for which the underlying act was sexual assault **OR STALKING** under § 3-1505 of
25 the Courts Article; **OR**

26 **(III) A REPORT BY A QUALIFIED THIRD PARTY, PROVIDED THAT:**

27 1. **THE NAME AND PHYSICAL DESCRIPTION OF THE**
28 **ALLEGED PERPETRATOR IS REDACTED; AND**

29 2. **THE ALLEGED BREACH OF THE LEASE OCCURRED**
30 **WITHIN 60 DAYS OF THE DAY THE REPORT WAS SIGNED BY THE QUALIFIED THIRD**
31 **PARTY.**

1 (2) If domestic violence [or], sexual assault, **OR STALKING** is raised as a
2 defense in an action for possession of property under § 8–402.1 of this title, the court, in its
3 discretion, may enter a judgment in favor of a tenant who does not provide the evidence
4 described in paragraph (1) of this subsection.

5 ~~[8–5A–06.] 8–5A–07.~~

6 (a) A person who is a victim of domestic violence [or], a victim of sexual assault,
7 **OR A VICTIM OF STALKING** and who is a tenant under a residential lease may provide to
8 the landlord a written request to change the locks of the leased premises if the protective
9 order or peace order issued for the benefit of the tenant or legal occupant requires the
10 respondent to refrain from entering or to vacate the residence of the tenant or legal
11 occupant.

12 (b) The written request provided under subsection (a) of this section shall include:

13 (1) A copy of a protective order issued for the benefit of the tenant or legal
14 occupant under § 4–506 of the Family Law Article; or

15 (2) A copy of a peace order issued for the benefit of the tenant or legal
16 occupant for which the underlying act was sexual assault **OR STALKING** under § 3–1505 of
17 the Courts Article.

18 (c) (1) The landlord shall change the locks on the leased premises by the close
19 of the next business day after receiving a written request under subsection (a) of this
20 section.

21 (2) If the landlord fails to change the locks as required under paragraph (1)
22 of this subsection, the tenant:

23 (i) May have the locks changed by a certified locksmith on the leased
24 premises without permission from the landlord; and

25 (ii) Shall give a duplicate key to the landlord or the landlord's agent
26 by the close of the next business day after the lock change.

27 (d) If a landlord changes the locks on a tenant's leased premises under subsection
28 (c) of this section, the landlord:

29 (1) Shall provide a copy of the new key to the tenant who made the request
30 for the change of locks at a mutually agreed time not to exceed 48 hours following the lock
31 change; and

32 (2) May charge a fee to the tenant not exceeding the reasonable cost of
33 changing the locks.

1 (e) (1) If a landlord charges a fee to the tenant for changing the locks on a
2 tenant's leased premises under subsection (d) of this section, the tenant shall pay the fee
3 within 45 days of the date the locks are changed.

4 (2) If a tenant does not pay a fee as required under paragraph (1) of this
5 subsection, the landlord may:

6 (i) Charge the fee as additional rent; or

7 (ii) Withhold the amount of the fee from the tenant's security
8 deposit.

9 **8-5A-08.**

10 **A LANDLORD MAY NOT DISCLOSE ANY INFORMATION PROVIDED BY A TENANT**
11 **UNDER THIS SUBTITLE TO A THIRD PARTY UNLESS:**

12 **(1) THE TENANT CONSENTS IN WRITING TO THE DISCLOSURE; OR**

13 **(2) THE DISCLOSURE IS REQUIRED BY LAW OR A COURT ORDER.**

14 SECTION 4. AND BE IT FURTHER ENACTED, That:

15 (a) (1) In this section the following words have the meanings indicated.

16 (2) "COVID-19" means the coronavirus known as COVID-19, 2019-nCoV,
17 and the SARS-CoV-2 virus.

18 (3) "Consumer" has the meaning stated in § 14-1201 of the Commercial
19 Law Article.

20 (4) "Consumer report" has the meaning stated in § 14-201 of the
21 Commercial Law Article; and

22 (5) "Consumer reporting agency" has the meaning stated in § 14-1201 of
23 the Commercial Law Article.

24 (b) This section applies for the duration of the proclamation by the Governor
25 declaring a state of emergency and the existence of a catastrophic health emergency or any
26 other proclamation issued under Title 14 of the Public Safety Article relating to the
27 outbreak of COVID-19, and for a period of 6 months following the date that the state of
28 emergency and the existence of a catastrophic health emergency or any other proclamation
29 issued under Title 14 of the Public Safety Article in response to the outbreak of COVID-19
30 expires or is rescinded.

31 (c) Beginning June 1, 2021, if a residential tenant fails to make a rent payment

1 as required by a lease agreement, a landlord may not:

2 (1) demand or be entitled to any fee or charge for the late payment of rent;

3 or

4 (2) furnish information to a consumer reporting agency regarding a
5 delinquent account or the filing of an action for distress for rent, failure to pay rent, or an
6 action to repossess the rented property as a result of the tenant's failure to pay rent.

7 (d) Beginning June 1, 2021, a consumer reporting agency may not include a
8 reference to the following court actions in a consumer report regarding a consumer in this
9 State if the reference is to a cause of action based on a residential tenancy and the consumer
10 was the residential tenant:

11 (1) an action for distress for rent;

12 (2) action for failure to pay rent; or

13 (3) action to repossess rented property as a result of a failure to pay rent.

14 SECTION 5. AND BE IT FURTHER ENACTED, That it is the intent of the General
15 Assembly that the Court of Appeals develop rules to shield court records for actions for
16 distress for rent, for failure to pay rent, and to repossess rented property as a result of a
17 failure to pay rent for all cases filed on or after June 1, 2021, but before 6 months after the
18 date that the state of emergency and the existence of a catastrophic health emergency or
19 any other proclamation issued under Title 14 of the Public Safety Article in response to the
20 outbreak of COVID-19 expires or is rescinded.

21 SECTION 6. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall be
22 construed to apply only prospectively and may not be applied or interpreted to have any
23 effect on or application to any lease entered into before the effective date of this Act.

24 SECTION 7. AND BE IT FURTHER ENACTED, That this Act shall take effect June
25 1, 2021. Section 4 of this Act shall remain effective for a period of 1 year and 1 month and,
26 at the end of June 30, 2022, Section 4 of this Act, with no further action required by the
27 General Assembly, shall be abrogated and of no further force and effect.