

Bill No.: _____

Requested: _____

Committee: _____

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Stored – 10/04/07

Proofread by _____

Checked by _____

By: **Montgomery County Delegation**

A BILL ENTITLED

1 AN ACT concerning

2 **Montgomery County – Rental Housing Emergencies – Just Cause Eviction**

3 **MC 816-08**

4 FOR the purpose of authorizing Montgomery County and incorporated municipalities
5 in Montgomery County to recognize and declare a rental housing emergency;
6 providing for the duration of a rental housing emergency; requiring the county
7 and incorporated municipalities to make certain findings prior to declaring a
8 rental housing emergency under this Act; authorizing the county and
9 incorporated municipalities, upon declaring a rental housing emergency, to
10 prohibit a landlord from evicting certain tenants in the absence of just cause;
11 specifying when just cause exists for purposes of this Act; and generally relating
12 to rental housing and the eviction of residential tenants in Montgomery County.

13 BY adding to
14 Article – Real Property
15 Section 8-215
16 Annotated Code of Maryland
17 (2003 Replacement Volume and 2007 Supplement)

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

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter deleted from existing law.



20 **Article – Real Property**

21 **8-215.**

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

24 (2) “COVERED RENTAL UNIT” MEANS A RENTAL UNIT LOCATED
25 WITHIN AN AREA IN WHICH A RENTAL HOUSING EMERGENCY HAS BEEN
26 DECLARED UNDER THIS SECTION.

27 (3) (I) “EVICT” MEANS TO TAKE ANY ACTION TO REMOVE A
28 TENANT FROM A RENTAL UNIT AND TERMINATE THE TENANCY AGAINST THE
29 TENANT’S WILL.

30 (II) “EVICT” INCLUDES THE REFUSAL BY A LANDLORD TO
31 RENEW A LEASE ON SUBSTANTIALLY SIMILAR TERMS.

32 (4) (I) “RENTAL UNIT” MEANS A RESIDENTIAL DWELLING UNIT
33 OFFERED FOR RENT IN MONTGOMERY COUNTY.

34 (II) “RENTAL UNIT” DOES NOT INCLUDE A RESIDENTIAL
35 DWELLING UNIT IN A PROPERTY IN WHICH THE LANDLORD OCCUPIES ANOTHER
36 UNIT AS THE LANDLORD’S PRIMARY RESIDENCE AND THE PROPERTY CONTAINS:

37 1. COMMON KITCHEN OR BATH FACILITIES
38 REGULARLY SHARED BY THE LANDLORD AND THE OTHER TENANTS; OR

39 2. NOT MORE THAN THREE DWELLING UNITS.

40 (B) (1) MONTGOMERY COUNTY OR AN INCORPORATED
41 MUNICIPALITY IN MONTGOMERY COUNTY MAY, BY LEGISLATIVE FINDING,
42 RECOGNIZE AND DECLARE THAT A RENTAL HOUSING EMERGENCY EXISTS IN ALL
43 OR PART OF ITS JURISDICTION CAUSED BY THE EVICTION OF TENANTS FROM
44 RESIDENTIAL RENTAL UNITS WITHOUT JUST CAUSE.

45 **(2) A LEGISLATIVE FINDING SHALL REMAIN EFFECTIVE FOR 1**
46 **YEAR, SUBJECT TO ANY EXTENSIONS FOR ADDITIONAL 1-YEAR PERIODS.**

47 **(3) THE COUNTY OR INCORPORATED MUNICIPALITY SHALL**
48 **CONSIDER AND MAKE FINDINGS AS TO:**

49 **(I) THE PRACTICE OF EVICTING TENANTS FROM**
50 **RESIDENTIAL RENTAL UNITS IN THE JURISDICTION WITHOUT JUST CAUSE; AND**

51 **(II) THE RESULTING HARDSHIP TO AND DISPLACEMENT OF**
52 **TENANTS.**

53 **(C) ON THE FINDING AND DECLARATION OF A RENTAL HOUSING**
54 **EMERGENCY UNDER THIS SECTION, MONTGOMERY COUNTY OR AN**
55 **INCORPORATED MUNICIPALITY IN MONTGOMERY COUNTY MAY, BY THE**
56 **ENACTMENT OF LAWS, ORDINANCES, OR REGULATIONS, PROHIBIT A LANDLORD**
57 **FROM EVICTING A TENANT OF A COVERED RENTAL UNIT IN THE ABSENCE OF**
58 **JUST CAUSE.**

59 **(D) FOR PURPOSES OF THIS SECTION, JUST CAUSE EXISTS IF:**

60 **(1) A TENANT FAILS TO PAY RENT WHEN DUE AND PAYABLE;**

61 **(2) A TENANT BREACHES THE TERMS OF THE LEASE AND THE**
62 **BREACH IS SUBSTANTIAL;**

63 **(3) A TENANT REFUSES, AFTER WRITTEN REQUEST BY THE**
64 **LANDLORD, TO EXECUTE AN EXTENSION OR RENEWAL OF AN EXPIRED LEASE**
65 **FOR A TERM OF LIKE DURATION AND ON TERMS SUBSTANTIALLY SIMILAR TO**
66 **THE TERMS OF THE PRIOR LEASE;**

67 **(4) A TENANT HAS CAUSED SUBSTANTIAL DAMAGE TO THE**
68 **RENTAL UNIT OR ANOTHER AREA OF THE PROPERTY AND, AFTER RECEIVING**
69 **NOTICE TO MAKE SATISFACTORY CORRECTION OR PAY THE REASONABLE COSTS**
70 **OF REPAIRING THE DAMAGE, THE TENANT FAILS TO DO SO;**

71 **(5) AFTER RECEIVING NOTICE TO CEASE, A TENANT CONTINUES**
72 **TO ENGAGE IN DISORDERLY CONDUCT SO AS TO DISTURB THE PEACE AND QUIET**
73 **OF OTHER TENANTS;**

74 **(6) A TENANT HAS ENGAGED IN ILLEGAL ACTIVITY ON THE**
75 **PREMISES OR ON A PUBLIC RIGHT-OF-WAY ABUTTING THE PREMISES;**

76 **(7) A TENANT, WITHOUT REASONABLE CAUSE, REFUSES TO**
77 **GRANT THE LANDLORD ACCESS TO THE RENTAL UNIT FOR THE PURPOSE OF**
78 **MAKING REPAIRS OR IMPROVEMENTS, INSPECTING THE UNIT, OR AS**
79 **OTHERWISE PERMITTED UNDER THE LEASE OR APPLICABLE LAW;**

80 **(8) A TENANT, WITHOUT REASONABLE CAUSE, REFUSES TO**
81 **PROVIDE THE LANDLORD WITH INFORMATION NEEDED BY THE LANDLORD TO**
82 **SATISFY THE CONDITIONS OF AN AFFORDABLE HOUSING FINANCING**
83 **AGREEMENT;**

84 **(9) A LANDLORD, IN GOOD FAITH, SEEKS TO RECOVER**
85 **POSSESSION OF THE RENTAL UNIT FOR THE USE OF THE LANDLORD'S SPOUSE,**
86 **CHILD, PARENT, OR GRANDPARENT;**

87 **(10) A LANDLORD, IN GOOD FAITH, SEEKS TO PERMANENTLY**
88 **REMOVE THE RENTAL UNIT FROM THE RENTAL MARKET; OR**

89 **(11) A LANDLORD, AFTER HAVING OBTAINED ALL NECESSARY**
90 **PERMITS, SEEKS TO UNDERTAKE SUBSTANTIAL REPAIRS THAT CANNOT BE**
91 **COMPLETED WHILE THE RENTAL UNIT IS OCCUPIED AND THAT ARE NECESSARY**
92 **TO BRING THE PROPERTY INTO COMPLIANCE WITH APPLICABLE CODES AND**
93 **LAWS.**

94 **(E) A NOTICE REQUIRED TO BE GIVEN TO A TENANT UNDER**
95 **SUBSECTION (D) OF THIS SECTION SHALL BE SENT BY CERTIFIED MAIL, RETURN**
96 **RECEIPT REQUESTED.**

97 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
98 October 1, 2008.