

## Chapter 18 RENTAL FACILITIES AND LANDLORD-TENANT RELATIONS

### ARTICLE I. IN GENERAL

#### Sec. 18-1. Definitions.

The following words, terms and phrases, when used in this ~~C~~chapter, ~~shall~~ have the meanings ascribed to them in this ~~S~~section, except where the context clearly indicates a different meaning. Words or terms not defined in this Section are defined by their common dictionary meaning.

Accessory ~~apartment~~ Dwelling Unit (ADU) means a ~~second~~ dwelling unit approved under City Code Chapter 25 that is subordinate to a that is part of, or attached to, an existing detached single-unit detached dwelling unit and which contains cooking, eating, sanitation, and sleeping facilities for one household. ~~An accessory apartment is subordinate to the main dwelling unit.~~

*Agent* means a person authorized to do the following on behalf of the landlord/owner:

- (1) Make, contract for, and authorize necessary repairs to the rental facility;
- (2) Comply with the orders, notices and requests of the City Manager and the Commission on Landlord-Tenant Affairs;
- (3) Accept all communications, notices, orders and all types of service of process, including, but not limited to, municipal infraction citations relating to the rental facility. The agent may, but need not be, the operator of the rental facility.

*City Manager* means the City Manager or any employee, department, officer or agency of the City designated by the City Manager to carry out the duties and responsibilities ascribed to the City Manager under this ~~C~~chapter.

Commission means Commission on Landlord-Tenant Affairs as defined and established in Article II of this Chapter.

*Defective tenancy* means any condition in a rental facility constituting a violation of the terms of the lease (including a reduction or elimination of service or equipment for which the landlord has responsibility to maintain and which had been provided at the commencement of the tenancy), any provision of this ~~C~~chapter, or any applicable law, ordinance, regulation or code, or where a landlord or tenant otherwise fails to comply with or violates any provision of this ~~C~~chapter.

*Dwelling unit* means a building, or portion thereof, providing complete living facilities cooking, eating, sanitation, and sleeping facilities ~~for not more than one (1) family household, as defined by chapter 25 (Zoning).~~ ~~"Dwelling unit" includes accessory apartments.~~ "Dwelling unit" also includes property that is available for use in connection with the occupancy of the dwelling unit.

~~Cross reference(s) — Zoning definitions, § 25-03-02.~~

Fit for Occupancy means that a dwelling unit and property of which the dwelling unit is a part are free from serious defects or conditions that constitute, or will constitute if not promptly corrected, a fire hazard or other serious and substantial threat to the life, health, or safety of occupants of the dwelling unit as defined in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland § 8-212.

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~~inn~~-*Hotel* means any structure or combination of related structures operated as a single entity containing rooms or suites of rooms designed and intended primarily for the temporary lodging of guests, and which are available to the general public for compensation. For purposes of this ~~C~~chapter, such rooms or suites of rooms ~~shall~~will be considered to be dwelling units.

Household means:

- (1) A single person;
- (2) Two or more persons, all of whom are related to each other by blood, marriage, domestic partnership, adoption, guardianship or other duly authorized custodial relationship, and not more than two other unrelated persons as long as all of the occupants are living together as a single housekeeping group in a dwelling unit; or
- (3) A group of not more than five persons who are not collectively related to each other by blood, marriage, domestic partnership, adoption, guardianship, or other duly authorized custodial relationship, and are living together as a single housekeeping group in a dwelling unit.

*Inspection* means an examination of a rental facility or any part thereof as the City Manager deems appropriate to carry out the purposes of this ~~C~~chapter.

*Landlord* means the owner of a rental facility. In the case of a cooperative housing structure, any person having an ownership interest in the legal entity which holds title to the cooperative housing structure and is entitled to exclusive use of the dwelling unit that is rented.

*Lease* means any agreement that establishes or modifies the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of a dwelling unit within a rental facility.

~~*Multiple-unit dwelling* means a building containing three (3) or more dwelling units, which may or may not share a common entry.~~

*Multi-unit building* means a building containing five or more dwelling units under common ownership and operated as a single entity where dwelling units are rented on at least a monthly basis.

*Operator* means any person who has charge, care or control of a rental facility, who is responsible for the daily management of the facility and who has the authority to make minor and emergency repairs and receive complaints. "Operator" includes but is not limited to any of the following persons who exercise the foregoing authority and responsibility: a landlord, lessee, sublessee and any vendee in possession. "Operator" does not include those persons engaged solely in janitorial functions.

*Owner* means:

- (1) Any person having a legal or equitable interest in the rental facility, including, but not limited to a mortgagee and an assignee of rents;
- (2) Any person who, alone or jointly or severally with others, ~~shall~~must have the charge, care, or control of any structure as executor, administrator, trustee or guardian of the estate of the owner.
- (3) Any person whose name appears on the property tax bill.

*Person* means an individual, association, firm, partnership, corporation, or government agency.

*Rent* means the fixed, periodic payment amount ~~a tenant owes~~charged for the right to possession, ~~and use,~~ or occupancy of a dwelling unit within a rental facility (rental premises), including any required recurrent charge ~~therefor~~ and any required charge for the use of services and property in connection ~~therewith~~with the rental facility that are not otherwise prohibited by this Chapter.

*Rental facility* means any structure or portion thereof, or combination of related structures and appurtenances, operated as a single entity, which contains one or more dwelling units that are rented on at least a

~~monthly basis~~ the owner or operator thereof provides for a consideration one (1) or more dwelling units. "Rental facility" includes ~~rental multiple-unit dwelling~~ multi-unit buildings, single-unit dwelling units, accessory apartments ADUs, and inns, hotels, motels, individual condominium or cooperative dwelling units, etc. "Rental facility" does not include nursing homes, hospices, and other residential medical or psychiatric care facilities.

~~Rental multiple-unit dwelling (apartment) means a multiple-unit dwelling building operated as a single entity where dwelling units are rented on a minimum of a monthly basis. "Multiple rental unit dwelling" does not include multiple-unit dwelling buildings containing condominium or cooperative dwelling units, or other attached dwelling units, where such units are under different ownership.~~

Rental license means a license to operate a rental facility in accordance with this Chapter.

~~Security deposit means any payment of money, including the payment of the last month's rent in advance of the time it is due,~~ given to the landlord to be used against nonpayment of rent or damage to the leased premises.

~~Single-dwelling-unit dwelling~~ means:

~~(1) a~~ building containing not more than one (1) dwelling unit plus no more than one (1) accessory apartment ADU approved ~~by special exception~~ pursuant to ~~Chapter 25 (Zoning)~~.

~~(2) For purposes of this chapter only, "single dwelling unit" also includes attached~~ A single dwelling unit within a building with multiple dwelling units where each dwelling unit ~~the units are~~ is under separate ownership, including townhouses and cooperative and condominium units ~~within a multiple-unit dwelling; and.~~

~~(1)(3)~~ A single dwelling unit within a building with two to four dwelling units where all dwelling units are owned by a single owner or entity.

*Tenant* means any person who occupies a dwelling unit for living or dwelling purposes with the landlord's consent and upon payment of the required rent.

Tenant organization means an association of three or more tenants of a rental facility, formed for the purpose of representing the interests of tenants, which is independent of property management, landlords, or landlord's agent.

Written notice, when required under this Chapter, means a notice that is delivered to the City Manager, the landlord, tenant, or other necessary party in person, by regular mail, or by electronic means as mutually agreed by the landlord and tenant, unless certified mail is specified.

## Sec. 18-2. Purposes and policies.

The underlying purposes and policies of this ~~C~~chapter are:

- (1) To simplify and clarify the law governing the rental of dwelling units;
- (2) To promote health, safety, and wellbeing by encourage encouraging landlords and tenants to maintain and improve the quality of housing in the City;
- (3) To assure fair and equitable relations between landlords and tenants; and
- (4) To improve housing stability and opportunities for tenant agency.

## Sec. 18-3. Applicability.

This ~~C~~chapter ~~shall will~~ apply to all rental facilities within the City and to all leases and rental agreements concerning rental facilities within the City, wherever executed. This ~~C~~chapter ~~shall will~~ apply to rental facilities owned and/or operated by any public housing authority, and to rental facilities which are subject to Federal or

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State law, rule or regulation only to the extent that Federal or State law, rule or regulation does not conflict with and is not inconsistent with the provisions and requirements of this ~~C~~chapter.

#### **Sec. 18-4. Interpretation.**

- (a) The provisions of this ~~e~~Chapter ~~shall will~~ be liberally interpreted so as to effectuate its underlying purposes and policies.
- (b) The provisions and requirements of this ~~e~~Chapter ~~shall will~~ be in addition to any provision or requirement of any other applicable law, rule or regulation and it ~~shall will~~ not be deemed to interfere with, abrogate, annul, or otherwise affect in any manner any agreements between parties, unless such agreements conflict with the provisions of this ~~C~~chapter.
- (c) To the extent that the provisions of this ~~e~~Chapter conflict with state general public law, state law ~~shall will~~ prevail.
- ~~(d) Any reference to law in this Chapter includes any amendments to that law.~~
- ~~(e) All provisions of this Chapter are severable. A finding by a court that any provision of this Chapter is unconstitutional or otherwise void does not affect the validity of the remaining portions of this Chapter, unless the court finds that the remaining valid provisions alone are incomplete and incapable of being executed.~~

#### **Sec. 18-5. Penalty.**

A violation of any provision of this ~~C~~chapter ~~shall~~ constitutes a municipal infraction. No penalty ~~shall will~~ be imposed for that period of time when an alleged violation is the subject of an investigation or before the Commission on Landlord-Tenant Affairs, or when the violation is the subject of an order which is complied with or when a good faith effort is made to correct the violation or comply with an order.

#### **Sec. 18-6. Ceasing operations in lieu of compliance.**

Where a person, rather than comply with an order of the Commission on Landlord-Tenant Affairs, chooses to cease to conduct or operate a rental facility, ~~the person shall must~~ give any tenant occupying the ~~premises in question~~ rental facility ~~sixty (60)~~ days' written notice to vacate the premises, the period to begin on the first day of the month following service of the notice. A copy of the notice must be delivered to the City Manager. No penalty will be imposed during the ~~sixty (60)~~ day period that tenants have to vacate the facility, provided that the holder of the license to conduct or operate the rental facility relinquishes it and submits it to the City Manager.

#### ~~**Sec. 18-7. Failure to comply with summons.**~~

~~Failure to comply with a summons issued pursuant to this chapter shall be unlawful and shall be subject to appropriate legal action being taken by the City Attorney on behalf of the Commission on Landlord-Tenant Affairs as may be necessary to enforce the summons.~~

#### **Secs. 18-~~87~~—18-20. Reserved.**

### **ARTICLE II. ADMINISTRATION**

- CITY CODE  
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ARTICLE II. - ADMINISTRATION  
DIVISION 1. GENERALLY

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***DIVISION 1. GENERALLY***

**Sec. 18-21. Functions of City Manager.**

The City Manager ~~shall~~will have the authority and duty:

- (1) To issue, deny, revoke or suspend licenses required by this ~~C~~chapter, and to conduct any investigation necessary thereto;
- (2) To initiate and conduct investigations and conciliations of any alleged or apparent violation of this ~~C~~chapter or any complaint filed ~~hereunder~~pursuant to this Chapter;
- (3) To encourage landlords to meet with bona fide tenant associations or organizations upon a good faith request by such association or organization;
- (4) To assist the Commission on Landlord-Tenant Affairs in carrying out its duties and implementing the mandate of Commission rules and ~~for~~ regulations promulgated pursuant to the provisions of this ~~C~~chapter; ~~and~~;
- (5) To promulgate administrative procedures governing the licensure and inspection of rental facilities pursuant to this Chapter, including at a minimum:
  - a. The number of dwelling units within a multi-unit building that must be inspected before issuance of a new rental license or renewal of an existing rental license;
  - b. An enhanced inspection program for rental facilities of multi-unit buildings that have failed inspections performed under this Chapter or have otherwise been subject to notices of violation or citations under this Chapter or Chapter 5, Article XII (Property Maintenance Code), with a minimum expanded inspection sample of an additional 25% of the dwelling units being inspected for the renewal of an existing rental license;
  - c. Procedures for declaring a rental facility not fit for occupancy; and
  - d. The administration of the relocation assistance program set forth under this Chapter.

**Secs. 18-22—18-35. Reserved.**

***DIVISION 2. COMMISSION ON LANDLORD-TENANT AFFAIRS***

**Sec. 18-36. Established.**

There is hereby established a City Commission on Landlord-Tenant Affairs.

**Sec. 18-37. Composition and appointment.**

- (a) ~~(a)~~—Membership. The Commission on Landlord-Tenant Affairs ~~shall~~ consists of seven ~~(7)~~ members and three alternate members who reside within the City, or in the case of landlords and operators, who

own or operate rental facilities within the City, and who are appointed by the Mayor, subject to the confirmation of the Council. The members are to represent three groups as follows:

- (1) Two (2) of the members shall must be landlords or operators of rental facilities ~~selected from nominations made by organizations representing landlords;~~
  - (2) Two (2) of the members shall must be tenants whose livelihood does not derive in whole or in significant part from the ownership and/or management of rental property, ~~selected from nominations made by organizations representing tenants;~~
  - (3) Three (3) members shall must be selected from the public at large from persons who are neither tenants nor landlords nor whose livelihood is derived in whole or in significant part from the ownership and/or management of rental property; and-
  - (4) There must be one alternate member for each group. The alternate members must be nominated in the same manner prescribed for other members of the Commission.
- (b) Prior to selected representatives of landlords and tenants, recommendations for members and alternate members shall may be requested from all organizations within the City representing either landlords or tenants. If no nominations are received within a time limit specified by the Mayor, appointments may be made without nominations.
- (c) Alternate members will have voting privileges only when acting in the stead of an absent Commission member of the group which the alternate represents.

~~(a)~~(d)

~~(b) — To assist the commission in the expeditious disposition of its duties and responsibilities and to ensure that each of the aforementioned groups is adequately represented, there shall be one (1) alternate member for each group. The alternate members shall be hereafter nominated, appointed and confirmed in the same manner prescribed for other members of the Commission as set forth in subsections (a) and (b) of this section. Each alternate member of the Commission shall continue to serve until a successor has been appointed and has been confirmed. Alternate members shall have voting privileges only when acting in the stead of an absent Commission member of the group which the alternate represents.~~

- ~~(b) —~~ (c) — Qualification. For the purpose of subsection (a) of this ~~S~~section, the livelihood of a member ~~shall will~~ be deemed to be derived in significant part from the ownership and/or management of rental property when the member or the member's spouse or the minor child of either the member or the member's spouse, jointly or severally, owns a total of more than three ~~(3)~~ percent of the invested capital or capital stock of any group, firm, corporation or association owning or managing rental property or receives a total combined compensation of more than ~~five thousand dollars (\$5,000.00)~~ per year from any individual, group, firm, corporation or association owning or managing rental property.

(e) Chairperson.

- (1) Appointment. The Commission must elect a Chairperson from among its appointed members.
  - a. In the event the Chairperson is unable to attend a hearing or meeting, the Chairperson will designate one member or alternate member to serve as chairperson.
- (2) Term. The Chairperson serves a term of one year and is eligible for reelection.

## **Sec. 18-38. Terms of members.**

The terms of the members and alternate members of the Commission ~~on Landlord-Tenant Affairs shall will~~ be for three ~~(3)~~ years. Each member and alternate member of the ~~C~~ommission ~~shall will~~ continue to serve until a

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successor has been appointed and confirmed. The term of any member of the Commission ~~shall~~must immediately terminate in the event that member changes status as a landlord, a tenant, or a member of the public at large or ceases to reside or own or operate any rental facility within the City.

### **Sec. 18-39. Powers and duties generally.**

In addition to any other power, duty or responsibility provided in this ~~C~~chapter, the Commission ~~on Landlord-Tenant Affairs shall~~will:

- (1) Be empowered to enforce the provisions of this ~~e~~chapter through any appropriate means, including but not limited to:
  - a. The use of the services of any department or other staff of the City;
  - b. The imposition of an award of money damages against a landlord or tenant for the benefit of either as may be provided for in this ~~C~~chapter;
  - c. The ordering of repairs by a landlord or tenant;
  - d. The investigation and conciliation of any violations of this ~~C~~chapter or any complaints filed ~~hereunder~~ and the investigation of any matter relating to any license to operate a rental facility;
  - e. The revocation or suspension of any license to operate a rental facility; and
  - f. Requesting appropriate legal action be taken by the Office of the City Attorney's office;
- (2) Hear appeals from decisions of the City Manager as provided for in this ~~C~~chapter;
- (3) Have the power to summon the attendance of all witnesses and the production of all documents and information it deems necessary. A summons so issued must be signed by the ~~e~~Chairperson ~~of the Commission~~ or the ~~C~~chairperson's designee and ~~shall~~will require the attendance of named persons ~~and/or~~ the production of relevant documents and records;
- (4) Subject to the approval of the Council, the Commission ~~shall~~will adopt and amend rules and ~~for~~ regulations which ~~shall~~must not conflict with this ~~C~~chapter or any other applicable law or regulation, as the Commission deems necessary to implement the provisions of this ~~e~~Chapter, including but not limited to provisions for calling and conducting meetings, hearings and appeals held pursuant to this ~~C~~chapter and for issuing findings, opinions and orders, and provisions dealing with the use and function of alternate members; and
- (5) Provide such information as may be requested by the Council or the City Manager.

### **Sec. 18-40. Meetings; quorum; voting.**

- (a) The ~~C~~chairperson, in conjunction with the City Manager, shallwill schedule meetings of the Commission ~~as frequently as may be~~when necessary for the Commission to perform duties or as may be provided by any rules ~~and/or~~ regulations adopted by the Commission.
- (b) The Commission may provide in its rules and ~~for~~ regulations for the conducting of business in a noncontested matter or where not objected to by the parties involved by polling the Commission or Commission panel by ~~telephone~~electronic communication or otherwise.
- (c) When a member is absent, the alternate member who represents the same group ~~shall~~will be counted for purposes of a quorum and ~~shall~~may participate in the Commission proceeding in place of the absent member.

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## Sec. 18-41. Commission panels.

- (a) Following a majority vote of those members of the Commission ~~on Landlord-Tenant Affairs~~ present that the action is warranted by the size of the caseload or length of required hearings, the ~~C~~chairperson ~~of the Commission~~ may designate three ~~(3)~~ members of the Commission, one ~~(1) of whom shall be a~~ tenant member, one ~~(1) of whom shall be a~~ landlord member and one ~~(1) of whom shall be a~~ public-at-large member, to sit as a panel to conduct a hearing on any complaint or appeal pending before the Commission. The ~~C~~chairperson ~~shall will~~ designate one ~~(1)~~ panel member to serve as panel chairperson. Depending upon the extent to which panels are used, the ~~C~~chairperson ~~of the Commission~~ will endeavor to rotate panel membership from time to time among members of the Commission.
- (b) In the event any matter is heard by a Commission panel designated pursuant to this ~~section~~Section, all panel members so designated must be present to conduct the hearing, except that an appropriate alternate Commission member may substitute for a panel member, and all official action by the panel ~~shall must~~ be taken by the vote of not less than two ~~(2)~~ members of the panel.
- (c) Except as may be otherwise provided in this ~~e~~Chapter or in rules ~~and/or~~ regulations adopted by the Commission, the provisions of this ~~C~~chapter pertaining to the conduct of hearings before the Commission ~~shall~~ apply to hearings conducted by Commission panels.
- (d) Decisions of a Commission panel are appealable by an aggrieved party to the full Commission. All such appeals shall be heard on the record established before the panel.
- (e) If a Commission panel is unable to decide any complaint or appeal pending before it due to a tie vote resulting from the failure of any panel member to vote, such complaint or appeal ~~shall must~~ be referred to the entire Commission for a decision by it based upon the record established before the Commission panel.

## Secs. 18-42—18-55. Reserved.

## *DIVISION 3. COMPLAINTS*

## Sec. 18-56. Filing.

- (a) Any landlord or tenant who has reason to believe that a defective tenancy exists ~~and/or~~ has been created or permitted to exist by the other party to the lease ~~or rental arrangement~~, may file a written complaint with the City Manager, which complaint ~~shall must~~ state the name and address of the alleged offending landlord or tenant, the rental facility in question, and the particulars of the alleged defective tenancy or violation.
- (b) A complaint may be filed only after the complainant has given the alleged offending party written notice of the alleged defective tenancy and such party has failed to make a good faith effort to rectify the defective condition within one ~~(1)~~ week after the notice has been given.
- (c) Any complaint alleging matters which may also be in violation of another ordinance of the City may be referred to the department, agency, or individual primarily responsible for the enforcement of such other ordinance for appropriate action.

## Sec. 18-57. Investigation.

Upon the filing of any complaint under this ~~C~~chapter, the City Manager ~~shall will~~ make such investigation as is deemed appropriate to ascertain whether there are reasonable grounds to believe that the allegation is true and to determine whether a defective tenancy exists. If at any time after a complaint is filed, the City Manager believes

the health, safety, welfare or well-being of a tenant is placed in immediate and present danger, he ~~shall be~~ authorized to take immediate action to provide appropriate relief including notification to the Commission ~~on Landlord Tenant Affairs~~ which ~~shall will~~ determine in accordance with its rules and ~~or~~ regulations whether or not an emergency meeting of the Commission is necessary.

#### Sec. 18-58. Procedure following investigation; conciliation.

- (a) ~~(a)~~ If the City Manager, in investigating a complaint, determines that there are no reasonable grounds to believe that a defective tenancy exists, the City Manager will inform the complainant of the determination in writing.
- (b) If the complainant objects to the determination of the City Manager and requests further review or hearing to appeal the determination;
- (1) The City Manager ~~shall will~~ so inform the Commission ~~on Landlord Tenant Affairs~~, in writing;
  - (2) ~~The~~ Commission may, in its discretion, determine whether or not the complaint is bona fide by completing a preliminary review of the evidence provided by both parties; and
  - (3) Order dismissal of the complaint, or order such further investigation as deemed appropriate;  
~~provided that no complaint shall be dismissed without a hearing if objection is made thereto by the complaining party; and~~
  - ~~(1)(4)~~ The parties will be notified in writing that the complaint has been dismissed or further investigation has been deemed appropriate. No formal Decision and Order is required.
- (c) ~~(b)~~ If the City Manager, in investigating a complaint, determines that there are reasonable grounds to believe that a defective tenancy exists;
- (1) ~~The~~ City Manager ~~shall will~~ attempt to conciliate the matter by methods of initial conference and persuasion with all interested parties and such representatives as the parties may choose to assist them.
  - ~~(1)(2)~~ Conciliation conferences ~~shall are be~~ informal and confidential and nothing said or done during such initial conferences ~~shall will~~ prejudice the rights of the parties.

#### Sec. 18-59. Conciliated complaints.

- (a) If a complaint under this ~~C~~chapter is conciliated, the terms of conciliation agreed to by the parties may be reduced to writing and incorporated into a consent agreement to be signed by the parties. The agreement ~~shall is be~~ for conciliation purposes only and does not constitute an admission by any party that a violation of this ~~c~~Chapter has occurred or that a defective tenancy exists.
- (b) It ~~shall be~~ unlawful to fail to adhere to any provision contained in a consent agreement. Any failure by the Commission ~~on Landlord Tenant Affairs~~ to enforce a violation of any provision of a consent agreement ~~shall does~~ not constitute a waiver of any rights of the nonviolating party or the Commission contained in such agreement.

#### Sec. 18-60. Failure to conciliate complaints.

The City Manager ~~shall will~~ notify the Commission ~~on Landlord Tenant Affairs and the Commission may thereafter schedule a hearing to determine whether a defective tenancy exists;~~ if the City Manager:

- (1) Fails to conciliate a complaint after the parties have, in good faith, attempted such conciliation;
- (2) Fails to effect an informal conciliation agreement or formal consent agreement; or

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- (3) Determines that a complaint is not susceptible to conciliation.

Upon the request of one of the parties, the Commission may schedule a hearing to determine whether a defective tenancy exists after receiving the above notification from the City Manager.

**Secs. 18-61—18-75. Reserved.**

## *DIVISION 4. COMMISSION HEARINGS AND ACTIONS*

### **Sec. 18-76. Hearings generally.**

- (a) When a hearing before the Commission ~~on Landlord Tenant Affairs~~ or a Commission panel deals with a controversy arising under the provisions of this ~~e~~Chapter, the Commission ~~shall will~~ serve upon the person against whom a complaint has been filed (designated as the "respondent") a summons and a statement of charges and ~~shall will~~ serve upon all interested parties a notice of the time and place of hearing. The respondent or an authorized representative ~~thereof~~ may file such statement with the Commission prior to the hearing date as may be deemed necessary in support of respondent's position.
- (b) The hearing ~~shall will~~ be open to the public; except, that either the ~~complaining party~~complainant or the respondent may request, in writing, a private hearing, which may be granted at the discretion of the Commission.
- (c) The hearing ~~shall must~~ be held not less than ~~twelve (12)~~ days and not more than ~~thirty (30)~~ days after service of the statement of charges and summons, unless otherwise agreed to by the parties. The ~~C~~ommission ~~shall have has~~ the power to summon all witnesses it deems necessary. The summons so issued must be signed by the ~~C~~hairperson ~~of the Commission~~ or a designee and ~~shall will~~ require the attendance of named persons and the production of relevant documents and records.
- (d) The ~~complaining party~~complainant and the respondent may, at their option, appear before the Commission in person or by duly authorized representatives and may have the assistance of an attorney. The parties may present testimony and evidence which shall be given under oath or by affirmation.
- (e) The Commission ~~shall must~~ keep a full record of the hearing which record, if the hearing is public, ~~shall must~~ be open to inspection by any person, and, upon request by any principal party to the proceeding, the Commission ~~shall must~~ furnish such party with a copy of the hearing record at such charges as are necessary to meet the costs.
- (f) The Commission may extend the time for any hearing and the issuance of any findings, opinions and orders.

### **Sec. 18-77. Relief pending commission hearing.**

If, at any time after a complaint has been filed, the Commission ~~on Landlord Tenant Affairs~~ believes that appropriate civil action to preserve the status quo or to prevent irreparable harm appears advisable, the Commission may refer the matter to the City Attorney to bring any action necessary to preserve such status quo or to prevent such irreparable harm, including but not limited to temporary restraining orders and preliminary injunctions.

### **Sec. 18-78. Failure to comply with summons.**

It is unlawful for a person to fail to comply with a summons issued pursuant to this Chapter. On behalf of the Commission, the City Attorney may take any appropriate legal action to enforce a summons issued pursuant to this Chapter.

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## Sec. 18-7~~89~~. Defective tenancy not found.

If, at the conclusion of the hearing, the Commission ~~on Landlord-Tenant Affairs~~ or Commission panel determines, upon the preponderance of the evidence of record, that the respondent has not violated or caused a defective tenancy or has not allowed a defective tenancy to continue for an unreasonable period of time, the Commission or Commission panel ~~shall will~~ state and ~~publish-issue~~ its findings, including whether or not the complaint was bona fide and issue an order dismissing the complaint or an order providing any other action deemed appropriate.

## Sec. 18-7~~980~~. Violation or defective tenancy found.

- (a) If, at the conclusion of the hearing, the Commission ~~on Landlord-Tenant Affairs~~ or Commission panel determines, upon the preponderance of the evidence of record, that a defective tenancy exists, the Commission or Commission panel ~~shall will~~ state its findings and issue an order. Such order ~~shall will~~ require the respondent to cease and desist from such unlawful conduct and to take such appropriate action as will effectuate the purposes of this ~~C~~chapter. The order shall also contain a notice that if the Commission determines that the respondent has not, after ~~fifteen (15)~~ calendar days following service of the Commission's order or Commission panel's order, made a good faith effort to comply with the order, the Commission may cause a municipal infraction citation to be issued and ~~/or~~ refer the matter to the City Attorney for enforcement.
- (b) Where the Commission or Commission panel finds that a landlord has caused a defective tenancy, the Commission or Commission panel may order one ~~(1)~~ or more or all or part of the following remedies to benefit all affected tenants:
- (1) Immediate termination of the ~~ir~~ relevant leases, and return of the ~~ir~~ security deposits and all rental monies already paid to the landlord from the period the landlord was notified of the condition, and relief from any and all future obligations under the terms of the leases. Where the termination of a lease is ordered, the dwelling unit ~~shall must~~ be vacated within a reasonable period of time.  
a. If a landlord imposes a security deposit in excess of the equivalent of one month rent per dwelling unit, an award of up to three times the extra amount charged, plus reasonable attorney's fees as permitted by Maryland law, unless an exception under Real Property Article of the Annotated Code of Maryland § 8-203(b)(2) exists.
  - (2) An award of damages to be paid by the landlord sustained as a result of the defective tenancy, such damages being determined as the actual damage or loss. In the case of damages to persons or property, an award for damages shall not exceed ~~two thousand dollars (\$2,000.00)~~ per affected dwelling unit. In the case of loss of services or equipment for which the landlord has responsibility to maintain and which had been provided at the commencement of tenancy, damages may be awarded in an amount equal to the value of the amenity lost and ~~/or~~ a reduction in rent may be ordered in an amount commensurate with the actual cost savings accruable to the landlord as a result of the reduction of services or equipment.
  - (3) An amount to be paid by the landlord equivalent to a reasonable expenditure adequate to obtain temporary substitute rental housing in the area.
- (c) Where the Commission or Commission panel finds that a tenant has caused a defective tenancy, the landlord may be entitled to one ~~(1)~~ or more or all or part of the following remedies as ordered by the Commission or Commission panel:

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- (1) The landlord may immediately terminate the lease and gain possession in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland;

State law reference(s)—Right to gain possession of premises, Anno. Code of Md., Real Property Article, § 8-402(b).

- (2) An award of damages to be paid by the tenant to the landlord sustained as a result of the defective tenancy, such damages being determined as the actual damage or loss but not exceeding ~~two thousand dollars (\$2,000.00)~~ with a credit for any damages which may have been deducted from the security deposit;
- (3) Other remedies as may be available to the landlord under ~~state~~ Maryland law.
- (d) Any award of damages or money under this Section not paid within ~~thirty (30)~~ days from such award may be enforced by the landlord or tenant to whom the award was granted in any court of competent jurisdiction, and any such court is authorized to grant judgment for such monies plus interest from the date of the award.

### **Sec. 18-801. Failure to comply with orders.**

It is a violation to fail to comply with any order issued by the Commission ~~on Landlord-Tenant Affairs~~ or a Commission panel ~~thereof~~.

### **Sec. 18-821. Appeal to court.**

Any person aggrieved by a final action of the Commission ~~on Landlord-Tenant Affairs~~ rendered under this Chapter may appeal to the Circuit Court for the County in accordance with the Maryland Rules as set forth in Title 7, Chapter 200.

### **Secs. 18-823—18-95. Reserved.**

## **ARTICLE III. RENTAL FACILITY REQUIREMENTS**

### ***DIVISION 1. GENERALLY***

#### **Secs. 18-96. Occupancy limit.**

A dwelling unit within a rental facility may not be rented to or occupied by more than one household.

#### **Secs. 18-976—18-110. Reserved.**

### ***DIVISION 2. LICENSE***

#### **Sec. 18-111. License ~~R~~required.**

(a) A person may not operate a rental facility without a valid rental license under this Chapter.

(b) A person may not operate a rental facility under an expired, revoked, or suspended rental license. It shall be unlawful to conduct or operate within the City a rental facility without having first obtained a license to operate or conduct such rental facility. It shall be unlawful to operate a rental facility within the city under an expired, revoked, or suspended license.

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## Sec. 18-112. ~~Classes~~Types of rental licenses.

There ~~shall be~~are the following classes of rental ~~facility~~ licenses:

- (1) ~~Innkeeper's~~Hotel- I license;
- (2) ~~Rental multiple-unit dwelling~~Multi-Unit Building (apartment) I license;
- (3) ADU License; and
- (4) Single-Unit Dwelling unit rental I license. ~~Where a single dwelling unit contains, or is attached to an accessory apartment, a single dwelling unit rental license may only be issued for that part of the building excluding the accessory apartment. In no case may a rental license be issued for a single dwelling unit and for an accessory apartment on the same lot;~~

~~(4) Accessory apartment rental unit license. No license may be issued for an accessory apartment where another rental residential use exists on the same lot.~~

## Sec. 18-113. Application; fees.

- (a) Application for a rental license ~~required hereunder shall~~must be made by or on behalf of the owner of the rental facility on a form provided by the City and ~~shall~~must be accompanied by a fee as may be provided by resolution of the Council.
- (b) If the owner of the rental facility is a corporation, the corporation ~~shall~~must be qualified to do business in ~~the State~~Maryland as provided by State law.
- (c) All corporate owners and owners residing outside ~~the State of the District of Columbia, Maryland or Virginia~~ must ~~shall~~ have an agent ~~as defined herein~~, who ~~shall~~ resides in the District of Columbia, Maryland or Virginia State, and ~~shall certify to the City Manager~~provides the name, address and telephone number of such agent on the rental license application and ~~shall~~must keep such information current by notifying the City Manager of any change.

## Sec. 18-114. ~~Inspections~~Rental license issuance and renewal.

- ~~(a) (a) — The City Manager may only issue or renew a rental license upon finding that: A rental facility must be inspected upon the receipt of a completed application for a rental facility license and before issuance or renewal of a rental facility license.~~

~~(1) The applicant submitted a complete rental license application, including payment of all required fees;~~

~~(2) If the rental facility is a detached single-unit dwelling or ADU, no other dwelling unit on the same lot as the rental facility is rented or offered for rent;~~

~~(3) An inspection of the rental facility conducted in accordance with this Chapter confirms that the rental facility complies with this Article and Chapter 5, Article XII (Property Maintenance Code); and~~

~~(4) Any violations of the City Code identified during the rental facility inspection have been addressed as required by the City Manager.~~

- ~~(b) Rental licenses must be renewed as follows:~~

~~(1) Hotel and multi-unit building rental licenses must be renewed annually; and~~

~~(2) Single-unit dwelling and ADU rental licenses must be renewed every two years.~~

~~a. ADU rental licenses require an annual ADU certification fee under City Code Chapter 25.~~

- 
- (c) The operator of a rental facility must apply to renew the rental license at least 30 days before the expiration date of the current rental license.
  - (d) The City Manager may extend the expiration date of a rental license once, for a maximum of 60 days, to facilitate abatement of violations observed during a rental facility inspection.

### **Sec. 18-115. Rental facility inspections.**

- (a) Upon submission of an application for a new rental license or a rental license renewal, the applicant must allow the City Manager to inspect the rental facility in accordance with this Chapter.
- (b) As a condition of receiving a rental ~~facility~~ license, a landlord must also allow the rental facility to be inspected:
  - (1) Upon a reasonable suspicion of a violation of this ~~e~~Chapter or any other ~~S~~section of the City Code.
  - (2) To verify that a violation of this ~~e~~Chapter or any other ~~S~~section of the City Code has been abated.
- (c) The City is deemed to have reasonable suspicion of a violation if it receives a credible complaint of a violation or has documented evidence that a violation may exist.
- (d) The City must provide at least ~~seventy-two (72)~~ hours written notice before any inspection of a rental facility by certified mail sent to the landlord's last known address and by posting at the main entrance of the rental facility.
- (e) ~~If a violation of this chapter or any other section of the City Code is noted during the inspection, the City must notify the landlord in writing of the nature of the violation and the time within which the violation must be abated. The City may require the rental facility to be reinspected to verify that the violation has been abated.~~
- ~~(f) —~~A landlord is deemed to have violated this ~~C~~chapter if a City inspector is refused entry to the landlord's rental facility to conduct an inspection that has been properly noticed under this ~~S~~section. Each day an inspector is refused entry to conduct a properly noticed inspection is a separate violation.
- ~~(f) If a violation of this Chapter or any other Section of the City Code is noted during an inspection, the City Manager must notify the landlord in writing of the nature of the violation and the time within which the violation must be abated. The City Manager may require the rental facility to be reinspected to verify the violation has been abated. A tenant is required to provide access to a City inspector to conduct an inspection that has been properly noticed under this Section.~~
- ~~(g) If an inspection indicates that any rental facility does not comply with all applicable laws, the City Manager must notify the landlord in writing and order correction within a specified period of time. If the landlord does not correct the violation in the specified period of time, the City Manager may:~~
  - ~~(1) Authorize a tenant to:~~
    - ~~a. have the violation corrected by a licensed contractor as required by the Maryland Home Improvement Commission; and~~
    - ~~b. deduct the reasonable cost of the repair up to the amount of two month's rent, from the tenant's rent; or~~

(2) Revoke the license or take other remedial action.

#### **Sec. 18-115. ~~Renewal.~~**

~~Licenses issued under this division for single-family dwellings shall be renewable every two (2) years and all other licenses issued under this division shall be renewable annually at fees as may be provided by resolution of the Council. Applications for the renewal of licenses shall be made at least thirty (30) days prior to the expiration date of the existing license.~~

#### **Sec. 18-116. ~~Form; d~~Display of rental license.**

- (a) The operator of a hotel or multi-unit building must display a valid rental license. The person to whom any rental facility license is issued shall display it in the lobby, vestibule, rental office or other prominent public place on the rental facility premises for which the license is issued during the entire period it the rental license is in effect.
- (b) The landlord of a single-unit detached dwelling or ADU must provide a copy of a valid rental license to all tenants of the rental facility.
- (c) A rental license must include the telephone number where-at which the operator, landlord, agent or representative thereof may, in fact, be reached at all times shall be included on the license. In the case of a single-family dwelling rental unit, it is sufficient if a copy of the license is provided the tenant.

#### **Sec. 18-117. Transferability.**

- (a) A rental license holder must give the City Manager written notification of any change in address or transfer of property ownership within ~~ten (10)~~ days of such change or transfer.
- (b) ~~No~~ A rental license is not transferable. Upon sale of a rental facility, the license held by the previous owner becomes void. If the rental facility is currently rented or offered for rent, the new owner must receive approval of shall file an application for a new rental facility license accompanied by the appropriate fee.
- (c) Whenever the ownership of the rental facility changes ~~hands, it shall be the duty of~~ the transferor ~~to must~~ notify all tenants of the rental facility of the name, address, and office location of the transferee and of the transferee's agent.

#### **Sec. 18-118. Denial, revocation or suspension.**

- (a) A rental ~~facility~~ license may be revoked or suspended ~~and a renewal may be denied~~ at any time by the City Manager if the landlord after ~~ten (10)~~ working days' written notice fails to eliminate or to initiate good faith efforts to eliminate violations of this ~~C~~chapter or of other applicable laws, rules or regulations. Revocation, denial or suspension of a license ~~shall be is~~ in addition to, and not in substitution for, such other penalties as may be provided for violations by any ordinance. A license ~~shall may~~ be revoked only for that portion of a building or group of buildings in which a defective tenancy is found to exist.
- (b) The City Manager must deny an application for a new rental ~~facility~~ license or a renewal of a rental ~~facility~~ license if:
  - (1) The applicant has been cited for three (3) or more violations of this Cchapter or other sSection of the City Code related to the rental, use, or construction of a rental facility within the past two (2) years, unless the applicant remediated each violation to the satisfaction of the City Manager within thirty (30) days of citation; or

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(2) The City Manager determines that the rental facility has been the subject of a citation issued within the past two years for a violation of this Chapter or other Section of the City Code that presents a serious threat to the health, safety, and welfare of the public or occupants of the rental facility.

- (c) ~~In the event that~~ If a rental license is revoked or suspended or any application for rental license renewal is denied, and the ~~landlord of the premises for which the license had been issued or applied~~ applicant for chooses to cease renting the rental facility ~~regulated hereunder, he the landlord must~~ shall give any tenants occupying the ~~premises in question~~ rental facility ~~sixty (60) days' written notice to vacate the premises, such period to begin on the first day of the month following service of such notice. In addition, a copy of the notice must be delivered to the City Manager.~~

### **Sec. 18-119. Administrative appeals.**

- (a) Any person aggrieved by an final action of the City Manager under ~~the provisions of this Article, not including notice of violations or citations,~~ may appeal to the Circuit Court for the County in accordance with the Maryland Rules as set forth in Title 7, Chapter 200, within ten (10) working days of receipt of written notice of such action, appeal such action to the Commission on Landlord-Tenant Affairs by filing a notice of appeal with the City Clerk. Except in the case of the revocation of a license, an appeal shall not operate to stay the action of the City Manager unless the action is stayed by order of the Commission for good cause shown.
- ~~(b) Within fifteen (15) working days of the filing of the notice of appeal the Commission, or a panel designated pursuant to section 18-43 shall conduct a hearing at which time an opportunity to be heard shall be given to the person aggrieved. The hearing shall be open to the public and records and minutes shall be maintained by the Commission.~~
- ~~(c) Unless otherwise provided by Commission rules or regulations, the Commission or Commission panel shall by order, within ten (10) working days after such hearing, either reverse, modify or affirm the action appealed and shall issue its findings, opinions, and orders in writing and provide a copy thereof to the parties involved.~~

### **Secs. 18-120—18-125. Reserved.**

## ***DIVISION 3. MINIMUM FACILITIES REQUIREMENTS***

### **Sec. 18-126. ~~Inns~~Hotels.**

All persons required under this ~~e~~Chapter to obtain an innkeeper's hotel license ~~shall must~~ provide a central desk staffed at least 16 hours per day and the following minimum facilities and services in each room offered for occupancy:

- ~~(1) Daily change of bedroom and bathroom linens in each dwelling unit, unless the occupant thereof otherwise requests, but in no event shall bedroom and bathroom linens remain unchanged for more than three (3) successive days;~~
- ~~(2) Daily maid service in each dwelling unit unless the occupant thereof otherwise requests, but in no event shall maid service not be provided for more than three (3) successive days;~~
- ~~(3) Telephone service to each dwelling unit with a central switchboard maintained at least twenty-four (24) hours per day;~~
- ~~(4) One (1) chest of drawers per dwelling unit;~~

- 
- (25) One ~~(1)~~ single bed per occupant person or one ~~(1)~~ double bed per two ~~(2)~~ occupants persons occupying the dwelling unit;
  - (36) ~~Two~~ One (2) chairs ~~per dwelling unit~~;
  - (74) Curtains or venetian blinds on all windows;
  - (58) Two ~~(2)~~ lamps ~~per dwelling unit~~; and
  - (69) ~~A central desk staffed at least sixteen (16) hours per day~~ Electrical smoke detectors as required by City Code Chapter 5.

#### Sec. 18-127. ~~Rental multiple-unit dwellings~~ Multi-unit buildings.

All persons required under this ~~C~~chapter to obtain a ~~rental multiple-unit dwelling~~ multi-unit building (apartment house) license ~~shall~~ must provide the following minimum facilities and services:

- (1) ~~(1)~~ —If the multi-unit building or a combination of multi-unit buildings operated as a single entity contain 100 or more dwelling units, the rental facility operator or a representative of the operator must reside on the premises of the rental facility;
- (2) If the multi-unit building or a combination of multi-unit buildings operated as a single entity contain fewer than 100 dwelling units, either:
  - a. The rental facility operator or a representative of the operator must reside on the premises of the rental facility; or
  - a.b. A notice must be posted conspicuously in all public areas within the rental facility. The operator or representative thereof residing on the premises of the rental facility licensed. In the case of a structure or combination of related structures containing less than one hundred (100) dwelling units, there may be provided in lieu of the operator a notice posted conspicuously in all public areas advising the occupants of a local telephone number where the operator or operator's representative may, in fact, be reached at all times;
- (23) One ~~(1)~~ receptacle for the receipt of mail per dwelling unit;
- (34) One ~~(1)~~ bathroom per dwelling unit containing a water closet, lavatory, and either a bathtub or a shower supplied with hot and cold water at all times ~~per dwelling unit~~; ~~and~~
- (54) Operational kitchen facilities in each dwelling unit, including a four ~~(4)~~ burner stove with oven or equivalent appliance, refrigerator with freezing compartment and sink with hot and cold running water, unless the lessee, ~~in fact~~, provides the same; ~~and~~
- (6) Electrical smoke detectors as required by City Code Chapter 5.

#### Sec. 18-128. ~~Single-Single-Unit d~~ Dwellings units.

All persons required under this ~~e~~Chapter to obtain a single ~~dwelling-unit~~ dwelling rental license ~~shall~~ must provide the following minimum facilities and services:

- (1) One ~~(1)~~ receptacle for the receipt of mail per dwelling unit;
- (2) One ~~(1)~~ bathroom within the dwelling unit containing a water closet, lavatory and either a bathtub or a shower supplied with hot and cold water at all times ~~per dwelling unit~~;
- (3) Operational kitchen facilities in ~~each the~~ dwelling unit, including a four ~~(4)~~ burner stove with oven or equivalent appliance, refrigerator with freezing compartment, and sink with hot and cold running water, unless the lessee, ~~in fact~~, provides the same; ~~and~~

- 
- (4) A copy of a notice advising the occupants of a local telephone number where the operator or operator's representative may be reached at all times; and
  - (5) Electrical smoke detectors as required by City Code Chapter 5.

**Sec. 18-129. ~~Accessory apartments~~ADUs.**

All persons required under this ~~e~~Chapter to obtain an ~~accessory apartment~~ADU rental unit license ~~shall must~~ provide the following minimum facilities and services:

- (1) One ~~(1)~~ bathroom within the ~~accessory apartment~~ADU containing a water closet, lavatory and either a bathtub or a shower supplied with hot and cold water at all times;
- (2) Operational ~~cooking kitchen~~ facilities within the ~~accessory apartment~~ADU including a ~~four~~two ~~(4)~~ burner stove with oven or equivalent appliance, refrigerator with freezing compartment, and sink with hot and cold running water, unless the lessee provides the same;
- (3) Every ~~accessory apartment~~ADU ~~must shall~~ have safe, unobstructed means of egress leading to safe and open space at ground level, as required by ~~the Building~~City Code Chapter 5;
- (4) Every ~~accessory apartment~~ADU ~~must shall~~ contain ~~an~~ electrical smoke detector s which is operable at all times as required by City Code Chapter 5.

**Secs. 18-130—18-135. Reserved.**

**ARTICLE IV. LANDLORD-TENANT RIGHTS AND OBLIGATIONS**

***DIVISION 1. GENERALLY***

**Secs. 18-136—18-145. Reserved.**

***DIVISION 2. LEASES<sup>1</sup>***

**Sec. 18-146. Contents.**

All leases or agreements for the occupancy of a dwelling unit in a rental facility located in the City, except those subject to the requirement of a ~~n innkeeper's hotel~~ license, must:

- (1) Be offered for a ~~n initial~~ term of ~~one~~two ~~(1)~~ years s to be accepted at the prospective tenant's option, unless a reasonable cause exists for offering a ~~n initial~~ term ~~of~~ other than ~~one~~ (1)two years; provided:
  - a. For purposes of this paragraph, "reasonable cause" means those situations which would create undue hardship or expense for a landlord to enter into a ~~one~~ (1)two year lease. Such situations may include the sale of a dwelling unit with settlement to occur within a ~~one~~ (1)two year period, a bona fide contract to sell within a ~~one~~ (1)two year period or a planned conversion to a condominium or cooperative within a ~~one~~ (1)two year period. When the landlord claims such a

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<sup>1</sup>State law reference(s)—Residential leases, Anno. Code of Md., Real Property Article, § 8-201 et seq.

cause, a statement citing the reasonable cause and advising the prospective tenant of his right to challenge the statement by filing a complaint with the City Manager ~~must~~shall be included as an addendum to the lease, signed and dated by the parties and a copy given to the prospective tenant;

- b. Nothing ~~herein shall in this Article~~ preclude~~s~~ the parties from negotiating a lease of duration either longer or shorter than ~~one (1) two~~ years after the prospective tenant has been offered, and has refused, a lease of ~~one two (1)~~ years' duration as previously described;

c. If a landlord desires to increase the rent prior to the end of the two-year lease term, the rent increase must be disclosed in the lease prior to entering into the lease.

- (2) Not contain a waiver of notice to quit. In the event a landlord serves notice not to renew a lease and the tenant requests the reason for such failure to renew, the landlord ~~shall will~~ be held harmless from ~~related~~ charges of libel ~~related thereto~~;
- (3) Contain no waiver of the landlord's liability for damage occasioned by the landlord's negligence or violation of any applicable law;
- (4) Contain a provision acknowledging the landlord's responsibility for maintenance of the ~~premises rental facilities~~ and incorporating by reference City Code Chapters 9 (fire safety code), Chapter 25 (zoning and planning) and Chapter 5 (buildings and building regulations), Articles V, X and XII of this Code, as amended, as an express warranty of habitability and covenant to repair;
- (5) Except as provided in paragraph (4) of this ~~S~~section, contain no provision incorporating a collateral agreement or provision by reference unless a copy ~~thereof~~ is affixed to all copies of the lease;
- (6) Contain no authorization for confession of judgment for rent due;
- ~~(7) Contain no provision for penalty for late payment in excess of five (5) percent of the amount of rent due for the rental period for which payment is delinquent;~~
- ~~(8)~~ Contain no waiver of any of the protections afforded under this ~~C~~chapter;
- ~~(9)~~ Contain no provision authorizing the lessor to take possession of the leased premises or the tenant's personal property ~~herein~~ without the benefit of formal legal process;
- ~~(10)~~ Contain a provision requiring itemization of all charges for repair of damages to the ~~premises rental facilities~~, whether claimed by the landlord or by the tenant, and providing that such charges ~~shall must~~ be substantiated upon written request;
- ~~(11)~~ Contain a provision for the deposit of all security deposits in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland;
- ~~(12)~~ Contain a copy of the current, valid rental license, with notification to the tenant of the location of a copy of the rental ~~facility~~ license where it can be inspected by the tenant on an ongoing basis;
- ~~(13)~~ Contain a provision providing for a minimum of ~~ten (10)~~ days before which time late fees, which ~~shall must~~ not be in excess of five ~~(5)~~ percent of the total delinquent rent, may not be charged;
- ~~(14)~~ Contain a covenant that the landlord will deliver the leased premises and all common areas in a clean, safe and sanitary condition, free of rodents and vermin, and in compliance with all applicable laws. In the case of a condominium or cooperative housing structure, the landlord ~~shall be is~~ responsible for delivery of only the dwelling unit in a clean, safe and sanitary condition, free of rodents and vermin and in complete compliance with all applicable laws;
- ~~(15)~~ Contain a provision requiring written receipts for all cash or money orders paid by the tenant to the landlord for rent, security deposit or otherwise;

(156) Contain a provision requiring that the landlord may exercise his right of access to any dwelling unit, only after due and reasonable notice to the tenant in writing at least 24 hours in advance of inspection or repairs, and without objection from the tenant, in order to make necessary repairs, decorations, alterations or improvements, or to supply services; to exhibit the dwelling unit to prospective purchasers, mortgagees or tenants only during normal business hours (7:00 am to 7:00 pm), including ~~weekends~~Saturdays, except as otherwise may be agreed upon by the parties; providing that nothing in this paragraph ~~shall prevent~~ the landlord from entering any leased premises in an emergency situation or, after due notice when the landlord has good cause to believe the tenant may have damaged the ~~premises~~rental facilities or may be in violation of this ~~C~~chapter;

(167) Contain a provision permitting the tenant to sublease with the landlord's written permission, which permission ~~shall~~must not be unreasonably withheld, except in condominium and cooperative housing structures where applicable legal documents and rules and regulations prohibit subleasing;

(178) Contain no provision for a lien on behalf of the landlord on the tenant's ~~chattels~~possessions, except as provided by the Real Property Article of the Annotated Code of Maryland;

(189) Contain a provision permitting the lease to be terminated upon ~~thirty (30)~~ days' written notice to the landlord due to:

a. an involuntary change of employment from the Washington metropolitan area ~~or for other reasonable cause beyond the tenant's control;~~

b. the dwelling unit being deemed not fit for occupancy for 60 days by the City Manager not caused by the tenant, or as a result of the landlord's failure to correct a violation of applicable law that adversely affects the immediate health and safety of the tenant in the tenant's unit or a common area available for use by the tenant, within 30 days after being ordered to do so by the City Manager;

c. the landlord's rental license has been suspended or revoked for reasons related to the tenant's unit within the previous 60 days;

d. the landlord has failed to make certain repairs required to correct a violation that affects the health and safety of the tenant;

e. domestic violence against the tenant or the tenant's dependent;

f. death of a primary wage earner;

g. change in disability status;

h. entry into an inpatient substance abuse or mental health treatment program; or

i. for other reasonable cause beyond tenant's control.

The lease may provide that in the event of termination for such cause, the tenant ~~shall be~~ liable for a reasonable termination charge not to exceed one ~~(1)~~ month's rent;

(2019) Contain a provision requiring the landlord to give the tenant ~~ninety (90)~~ days' written notice of any rent increase.

(20) Contain no agreement by a tenant to:

a. waiver the right to a trial by jury;

b. pay court costs that exceed actual costs awarded by a court; or

c. pay legal costs or attorney fees other than those awarded by a court after the court finds that the fees and costs are reasonable.

(21) If it contains an obligation for a tenant to pay a landlord's attorney's fees must:

a. provide that attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises in a nonpayment of rent action; and

b. obligate the landlord to pay the tenant's attorney's fees if the tenant is the prevailing party in the legal action and fees are awarded by a court.

(~~2122~~) Contain a provision referencing the City's right to inspect the rental facility under ~~section 18-114~~Article III of this Chapter and requiring the tenant to allow such an inspection.

(~~2223~~) Comply with Subsection 18-180(d) (Radon testing).

## **Sec. 18-147. Additional leasing requirements.**

(a) Where the lease is in writing, the tenant ~~shall~~must be provided with an executed copy ~~thereof~~ within three ~~ten (10)~~ days of its execution.

~~(b) A copy of any type of lease used by any landlord shall be filed with the City Manager.~~

~~(be)~~ After the effective date of the ordinance from which this chapter is derived, all ~~l~~landlords, including prospective landlords shall must give all prospective tenants a copy of their proposed lease at least two days prior to the day of its execution, unless the prospective tenant requests a shorter time. Prospective landlords shall give all prospective tenants a copy of their proposed lease. Prospective tenants ~~shall~~ have the right to examine the proposed lease on the premises of their choosing.

~~(cd)~~ When giving notice of past due rent, when issuing a written quit and vacate notice, and immediately upon the institution of any judicial proceeding to regain the leased premises, all landlords ~~shall~~must inform tenants that general information regarding evictions is available from the City Manager.

~~(ed)~~ Landlords are prohibited from imposing more than one ~~(1)~~ rent increase per unit in any ~~twelve (12)~~ month period if that unit is continuously rented by the same tenant.

(e) Any renewal offer letter provided must include rent which matches the rent listed in the lease.

(f) If the rental unit is located in a common ownership community, the landlord shall provide all prospective tenants with a copy of the common ownership community's bylaws.

(g) In the lease, landlord must define the total monthly charge, including rent and any mandatory fees. The lease must state clearly which utilities the tenant is responsible for.

(h) If a landlord requires a guarantor on a lease for a particular tenant, the landlord must provide the reason to the tenant in writing at the time the landlord requests a guarantor.

## **Sec. 18-148. Price coordination and algorithmic devices.**

(a) Definitions. In this section, the following terms have the meanings indicated:

Algorithmic device means a product or service that:

(1) uses one or more algorithms to perform calculations;

(2) uses non-public competitor data concerning historical or contemporaneous rents, rent changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates from two or more landlords; and

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(3) recommends rents, fees, rental terms, renewal terms, or occupancy levels for a dwelling unit.

It does not include:

- (1) a periodic report, published not more than once a month, that publishes existing rental data in an aggregated and anonymous manner without recommending rental prices, fees, rental terms, or occupancy levels for future leases;
- (2) a product or service used for the purpose of establishing rent or income limits in accordance with an affordable housing program of the local, State, or federal government; or
- (3) a product or service used by a person who is the landlord of only one rental unit in the City.

Non-public competitor data means information that is not available to the general public concerning actual rent prices, occupancy rates, lease start and end dates, and other similar data regarding a property other than a property that is owned or managed by the landlord who is the recipient or user of the generated recommendation, when such data is less than 90 days old.

Price coordination means:

- (1) collecting from two or more landlords, with or without the exchange of money or other valuable consideration, historical or contemporaneous data concerning rents, rent changes, fees, supply levels, occupancy rates, or lease or rental contract termination and renewal dates; and
- (2) recommending rents, fees, rental terms, or occupancy levels based on the analysis or processing of the data using an algorithmic device.

It does not include:

- (1) generating or using a report, published not more than once a month, of existing rental data in an aggregated and anonymous manner, without recommending rents, fees, rental terms, or occupancy levels for future leases;
- (2) providing or using data for the purpose of establishing rent or income limits in accordance with an affordable housing program of local, State, or Federal government; or
- (3) the provision or use of data by a person who is a landlord of only one rental unit in the City.

(b) Prohibition. A landlord must not:

- (1) use an algorithmic device regarding the rent, fees, or any other rental term for a dwelling unit within the City;
- (2) engage in price coordination regarding the rent, fees, or any other rental term for a dwelling unit within the City;
- (3) agree with any other person not to compete with respect to the rent, fees, or any other rental term for a dwelling unit within the City; or
- (4) subscribe to or pay for an algorithmic device or price coordination services with respect to the rent, fees, or any other rental term for a dwelling unit within the City.

(c) Penalties and enforcement. Each violation of Subsection (b) shall constitute a municipal infraction.

## **Secs. 18-149. Miscellaneous.**

- (a) A landlord must provide a tenant the tenant's entire rental payment history within seven business days of the tenant's written request.

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- (b) Landlord is prohibited from including a question on eviction history on the rental unit application. Landlord is not prohibited from considering eviction history as otherwise permitted by law.
- (c) If a dwelling unit is a moderately priced dwelling unit regulated under City Code Chapter 13.5 or other similarly regulated income-restricted unit, and the tenant no longer meets the income requirements, the landlord may terminate the lease pursuant to that Chapter.

**Secs. 18-14850—18-160. Reserved.**

### *DIVISION 3. TENANT RIGHTS AND OBLIGATIONS*

#### **Sec. 18-161. Rights.**

- (a) Tenants ~~shall~~ have the right:
- (1) To ~~self-self~~ organization;
  - (2) To form, join, meet or assist one another within or without tenant organizations, independently of property management, landlords, or landlord's agent;
  - (3) To meet and confer through representatives of ~~their-the tenants own~~-choosing with landlords;
  - (4) To engage in other concerted activities for the purpose of mutual aid and protection; ~~and~~
  - (5) To distribute information; and
  - ~~(56)~~ To refrain from any and all such activities.
- (b) Tenants and tenant organizations ~~shall~~ have the right of free assembly in the meeting rooms and other areas suitable for meetings within a rental facility, where such facilities are available, during reasonable hours and upon reasonable notice to the landlord, for the purpose of conducting tenant organization meetings. The landlord may not charge tenant organizations a ~~reasonable~~ fee for the use of the meeting rooms or common areas ~~but such charge must not be in excess of the regular schedule of fees for such facility to other groups for meetings of the tenant organization.~~ The landlord may ~~also~~ impose reasonable terms and conditions upon the use of such meeting rooms or common areas as long as such terms and conditions do not constitute a subterfuge to undermine the purposes of this Section.
- (c) Tenants and ~~resident~~-tenant organizations ~~shall~~ have the right to distribute freely and post in centrally located areas of a rental facility literature concerning landlord-tenant issues, provided the literature is properly identified as to its origin.
- (d) Tenant organizations ~~shall~~ have standing to file complaints under any provisions of this Chapter in a representative capacity on behalf of those tenants who have authorized such representation. Nothing ~~herein in this Article~~ shall be construed to permit any tenants' organization to represent exclusively any tenant or class of tenants unless authorized to do so specifically.
- (e) A landlord may not prohibit tenant organization activities from occurring on the premises of the rental facility.

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## Sec. 18-162. Obligations.

Each tenant, at all times, ~~shall~~must comply with all obligations imposed upon tenants by applicable provisions of all Federal, State or City statutes, codes, regulations or ordinances, including, but not limited to obligations imposed on tenants under ~~C~~chapter 5, ~~A~~article XII, and in particular ~~shall~~must:

- (1) Keep that part of the ~~premises-rental facility~~ which he or she occupies and uses as clean, sanitary and safe as the conditions of the premises permit;
- (2) Dispose from ~~his-tenant's~~ dwelling unit all rubbish, garbage and other organic or flammable waste in a clean and sanitary manner;
- (3) Keep all plumbing fixtures as clean and sanitary as ~~their-tenant's~~ condition permits;
- (4) Properly use and operate all electrical fixtures, including smoke detectors, and plumbing fixtures;
- (5) Not permit any person on the ~~premises-rental facility~~ with ~~his-tenant's~~ permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment or appurtenances ~~thereto~~, nor ~~himself or herself~~may the tenant do any such thing;
- (6) Comply with all covenants, rules, requirements and the like which are brought to the attention of the tenant, which are consented to in writing by the tenant, and which are reasonably necessary for the preservation of the property and persons of the landlord, other tenants or any other person.

## Secs. 18-163. Regulation of fees.

(a) A landlord is prohibited from charging a fee for the following:

- (1) Payment of rent or other fees via either non-electronic or electronic means, excepting a credit card processing fee or a fee if a check fails to process due to insufficient funds;
- (2) Services and amenities previously included in the rent for the dwelling unit or provided to current or prior tenants at no cost, unless a change is made in utility cost recovery structure or ratio utility billing;
- (3) Services or amenities related to the performance of any repairs, maintenance tasks or other work for which the landlord has a duty to perform to maintain the habitability of the dwelling unit;
- (4) Any charge for which the landlord failed to request from the tenant after more than 120 days; and
- (5) Any administrative or processing fees for utilities not expressly allowed by Maryland law, including trash. A landlord may charge a fee for valet trash service if valet trash service is permitted by law and regular trash service is provided as an option to the tenant.

(b) A landlord must refund to the tenant any money paid by tenant in excess of actual cost of rent or other required fees.

(c) Regulated Fees. Except as provided in subsection (a) and Section 18-146 and as otherwise permitted by law, including regulations, landlords are limited to charging the following fees on dwelling units:

- (1) Application fee. In accordance with Real Property Article of the Annotated Code of Maryland § 8-213, a landlord of a dwelling unit must not retain a fee or charge a fee of more than the landlord's actual

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cost for a credit check and other expenses arising out of the application for rental of the dwelling unit.

(2) Bicycle parking fee. A landlord may charge a tenant a bicycle parking fee as follows:

- a. not to exceed one-sixth of any motor vehicle parking fee for a secure, fully enclosed bicycle locker; or
- b. not to exceed one-tenth of any motor parking fee for any other bicycle parking space.

(3) Common ownership community penalties. A landlord may pass on a penalty issued by a common ownership community if the tenant is found in violation of the bylaws of a common ownership community for which the dwelling unit is located.

(4) Internet or cable television.

- a. A landlord must not require a tenant to pay an internet or cable television fee. If a tenant voluntarily opts for either service, the landlord must bill the tenant no more than the amount that the internet or cable television provider charges the landlord, without any additional fees. If multiple tenants opt into the service, the landlord must divide the cost to the landlord of the internet or cable television equally by the number of units opting into the service. The fee cannot include any common area services.
- b. A landlord must provide a tenant documentation of the total cost paid by the landlord for internet or cable television service and the calculation of the fee charged to the tenant.

(5) Late fee. Late fees must comply with Section 18-146 of the City Code.

(6) Lost key fee. A landlord must not assess or collect from the tenant any fee or charge for the replacement of a mechanical or electronic key exceeding the actual duplication or replacement cost plus \$25.

(7) Lock out fee. A landlord must not assess or collect from the tenant any lockout fee or charge exceeding \$25. In the event the landlord engages a third-party service provider for the lockout service, the landlord may charge the tenant a fee not exceeding the actual charge incurred for the service. The landlord must provide a tenant with verifiable documented evidence detailing the actual costs associated with the service.

(8) Motor vehicle or motorcycle parking fee.

- a. A landlord must not impose a parking fee on a tenant unless the tenant has expressly opted to use the parking facilities.
- b. This Section does not require a landlord to charge rent or fees for motor vehicle or motorcycle parking.

(9) Pet fee.

- a. A landlord may require the tenant to pay a monthly pet fee per pet and maintain with the landlord during each rental term a pet deposit. A landlord must not assess or collect from the tenant of a dwelling unit any additional fee, charge, or deposit in connection with the tenant having a pet present in the dwelling unit. The pet deposit must be held in escrow by the owner.
- b. The pet deposit must be returned in full within 45 days after the termination of the tenancy unless costs are incurred by the landlord as a result of damages in the dwelling unit relating to the presence of the pet(s). The tenant may choose to use any balance toward a deposit for an ensuing lease term.

- c. If any portion of the pet deposit is withheld, the landlord must present, within 45 days after the termination of the tenancy, a written list of the damages claimed under this section with an itemized statement and proof of the cost incurred.
- (10) Secure storage unit accessible only by tenant. A landlord must not assess or collect from the tenant of a dwelling unit any fee or charge for storage located within or attached to or associated with the dwelling unit. A landlord is permitted to assess or collect a fee for storage units generally accessible for use by all tenants and as additional storage.
- (d) Exceptions. A landlord may charge fees for other services after a tenant affirmatively opts in via written, informed consent after receiving a disclosure containing:
- (1) a description of the service or amenity;
  - (2) the amount of the fee for the service or amenity; and
  - (3) how the tenant can cancel or opt out of the service or amenity
- (e) Implementation.
- (1) Prior to signing the lease, the landlord must provide tenant with all fees for the lease term unless they relate to an optional service opted into by the tenant
  - (2) Regulated fees in subsection (d) and fees that fall under the exception in subsection (e) may only be increased once in a 12-month period and any increases require a 90-day written notice.

**Secs. 18-~~163~~164—18-175. Reserved.**

#### *DIVISION 4. LANDLORD RIGHTS AND OBLIGATIONS*

##### **Sec. 18-176. Evictions.**

- (a) A landlord may issue a tenant a written notice to vacate and to institute eviction proceedings in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland.
- (b) After a court has issued a warrant of restitution, the landlord shall, at least 14 days before the scheduled date of repossession as set by the Sheriff, provide written notice to the tenant of the date on which the warrant of restitution is scheduled to be executed in accordance with Section 8-407 of the Real Property Article of the Annotated Code of Maryland as may be amended.

State law reference(s)—Repossession for failure to pay rent, Anno. Code of Md., Real Property Article, § 8-401 et seq.

##### **Sec. 18-177. Obligation to maintain rental facility and provide services.**

- (a) The landlord, at all times, ~~shall~~must reasonably provide for the maintenance of the health, safety and welfare of all tenants and of all individuals properly on the premises of a rental facility which obligations ~~shall~~must include, but not be limited to, the following:
  - (1) Complying with all application provisions of any Federal, State or City statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the rental facility;
  - (2) Keeping all areas of the building, grounds, facilities and appurtenances in a clean, sanitary and safe condition unless provision is made for tenant responsibility ~~thereof~~ by the lease, law, ordinance, or regulation;

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- (3) Making all repairs and arrangements necessary to put and keep the dwelling unit and the appurtenances thereto in as good condition as they were, or ought by law or agreement to have been, at the commencement of tenancy;
  - (4) Maintaining all electrical, plumbing and other facilities and conveniences supplied in good working order;
  - (5) Providing and maintaining appropriate receptacles and conveniences for the removal of ashes, rubbish and garbage, and arranging for the frequent removal of such waste, except in the case of detached single-unit detached dwelling units;
  - (6) Supplying water and hot water as reasonably required by the tenant and supplying adequate heat as provided by chapter City Code Chapter 5 (buildings and building regulations), Article XIII. In the case of condominium or cooperative dwelling units, water, hot water, and adequate heat must be provided by the landlord to the extent that the landlord has responsibility to provide such services; and
  - (7) Complying with Section 18-180 (~~Radon~~ testing).
- (b) When the duty imposed by paragraph (a)(1) of this Section is incompatible with, or greater than, the duty imposed by any other provisions of this Section, the landlord's duty shall be determined by reference to paragraph (a)(1).

State law reference(s)—Duty of landlord to repair dangerous defects, Anno. Code of Md., Real Property Article, § 8-211.

### **Sec. 18-178. Relocation assistance requirements.**

(a) Definitions. In this Section, the following terms have the meaning indicated:

Comparable housing means a replacement dwelling unit that is reasonably comparable to an existing dwelling unit in size, number of bedrooms and bathrooms, accessibility, price, location (which may be in either Rockville or Montgomery County), proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance for pets should the tenant have pets.

Displaced tenant means any tenant who vacates a dwelling unit in the City for any of the reasons in subsection (b) or (c) of this Section.

Minor child means a person younger than eighteen years of age.

Permanent relocation means the relocation of a tenant due to permanent termination of tenancy, in which case the tenant will not reoccupy the unit for six months or more.

Person with disabilities means any person who is receiving benefits from a Federal, State, or local government, or from a private entity on account of a permanent disability that prevents the person from engaging in regular, full-time employment.

Temporary relocation means the relocation of a tenant for less than six months because the dwelling unit is deemed not fit for occupancy and where tenancy has not been terminated.

(b) Temporary relocation assistance.

(1) A landlord must provide temporary relocation assistance to a tenant:

- a. Before temporarily taking possession of the tenant's dwelling unit to comply with housing, health, building, fire, or safety laws of the State of Maryland or the City; or
- b. Within 24 hours of receipt of a notice from the City that the tenant's dwelling unit is not fit for occupancy.

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- (2) Notwithstanding subsection (b)(1), above, a landlord is not required to provide temporary relocation assistance where:
- a. The tenant has a week-to-week tenancy;
  - b. Displacement is caused by a natural disaster or other incident beyond the control of the landlord, such as a vehicle accident, criminal activity, public utility failure, or adjacent building failure; or
  - c. The tenant's failure to uphold their responsibilities under the lease has led to the property becoming not fit for occupancy.
- (3) When required to provide temporary relocation assistance under this subsection (b), a landlord must comply with the following requirements.
- a. If the temporary relocation is for 30 days or less, the landlord must:
    - i. place the tenant in a safe and sanitary hotel or equivalent;
    - ii. provide the tenant with per diem money for temporary housing and expenses;  
or
    - iii. provide the tenant with alternate comparable housing.
  - b. If the temporary relocation is for more than 30 days but less than six months, the landlord must:
    - i. Provide the tenant with per diem money for temporary housing and expenses;
    - ii. Provide the tenant with alternate comparable housing; or
    - iii. Any combination of i. and ii. above necessary to satisfy needs of the tenant.
  - c. For all situations of temporary relocation, the landlord must provide all reasonable moving and storage costs.
  - d. Notwithstanding the relocation assistance required under this section, a landlord and tenant may agree to an alternative arrangement. Any agreement must be in writing and must contain a provision explaining the relocation assistance required under this Section.
- (4) The landlord's obligation to provide temporary relocation assistance ends when:
- a. The cause for the temporary relocation has remedied; or
  - b. The tenancy is legally terminated.
- (5) The City Manager may lift a landlord's obligation to provide temporary relocation assistance if a landlord provides evidence that a tenant's interference, obstruction, or delay has prevented the landlord from conducting necessary repairs to restore a unit to be fit for occupancy.
- (6) A landlord may require a tenant to use their renter's insurance, if any, but is responsible for covering the cost of alternative housing after the expiration of such benefits.
- (7) Unless otherwise agreed to by the landlord and tenant or by order of the District Court for rent escrow, the tenant remains responsible for rent during the displacement period. The displaced tenant is not responsible for any fees for amenities or services which the tenant is unable to use or access while displaced.
- a. A landlord must still provide temporary relocation assistance when the displaced tenant is behind on rent or where there is a pending eviction case in Court.

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- b. The pending eviction case may still proceed while the tenant is displaced. The landlord's temporary relocation assistance obligations cease upon termination of the tenancy due to execution of a warrant of restitution.

(c) Permanent relocation assistance.

(1) A landlord is required to provide permanent relocation assistance to a tenant when:

- a. The City Manager has suspended or revoked the landlord's rental license and the landlord chooses to cease renting the dwelling unit in accordance with this Chapter;
- b. The tenant elects to relinquish tenancy following a period of temporary relocation that has lasted or is expected to last for at least six months, but before the tenant has returned to the dwelling unit;
- c. The landlord has provided notice to the tenant and begun the process for the dwelling unit to be demolished, redeveloped, substantially renovated, or changed in use, requiring a tenant household earning less than 50% of the area median income to move prior to the end of their lease term; or
- d. The City Manager determines the dwelling unit will not be fit for occupancy for at least six months.

(2) Notwithstanding subsection (c)(1), above, a landlord is not required to provide permanent relocation assistance where:

- a. The tenant agrees to a lease transfer to a different dwelling unit at the same rental facility or another comparable rental facility owned by the landlord;
- b. The landlord has legally evicted the tenant;
- c. Displacement is caused by a natural disaster or other incident beyond the control of the landlord, such as a vehicle accident, criminal activity, public utility failure, or adjacent building failure; or
- d. The tenant's failure to uphold their responsibilities under the lease has led to the property becoming not fit for occupancy.

(3) When required to provide permanent relocation assistance under this subsection (c), a landlord must comply with the following requirements.

- a. The landlord must make the following payments to the displaced tenant as a household:
  - i. A full refund of the security deposit with accumulated interest;
  - ii. Pro rata rent for the remainder of the month;
  - iii. A cash equivalent of three months' fair market value rent for a unit of comparable size, as established by the most current Federal Department of Housing and Urban Development schedule of small area fair market rents for the Washington-Arlington-Alexandria area;
  - iv. Actual reasonable moving and storage costs; and
  - v. An additional sum, to be set by the City Manager, for households where at least one tenant is over 62 years of age, a person with disabilities, or a minor child.
- b. Landlords may provide a physical relocation for the displaced tenant in lieu of the fees in subsection (c)(3)a.

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- c. A landlord must pay all fees associated with permanent relocation assistance without regard to whether the tenant is current on rent or other charges or fees owed, and
    - i. If the reason for permanent relocation is due to (c)(1)a. or c., must pay such fees within 30 days after the required 60-day notice to vacate is given; or
    - ii. If the reason for permanent relocation is due to (c)(1)b. or d., must pay such fees within seven days after the displaced tenant has notified the landlord that the tenant will relinquish the tenancy or after the City has notified the owner that permanent relocation is required.
  - (4) If permanent relocation assistance is required, the landlord shall provide written notice to all displaced tenant within three days of the requirement being triggered according to administrative procedures set out by City Manager.

(d) General.

- (1) Any costs, including reasonable attorney's fees, incurred by the City in the relocation of any displaced tenants shall be paid by landlord. The City shall send the landlord a bill for the costs of such relocation by certified mail, return receipt requested, and by regular mail to the landlord's last known address or by any other means reasonably calculated to bring the bill to the landlord's attention. If the landlord does not pay the bill within one month after it is presented, the cost shall be a lien against the real property which may be collected and enforced in the same manner as are taxes, special assessments and other liens on real property or collected.
- (2) The landlord shall be required to provide sufficient records and proof of compliance with the terms of this section, in a manner established or ordered by the City Manager.
- (3) Any per diem costs will be determined by the City Manager and are to be pre-paid weekly or as otherwise agreed to by the landlord and displaced tenant.
- (4) The City Manager may promulgate regulations to effectuate this Section. Any violation of this Section and the regulations prescribed by the City Manager under this Section constitutes a municipal infraction.

(e) Right of first refusal to reoccupy.

- (1) A landlord must provide a displaced tenant with the right of first refusal to reoccupy a dwelling unit in the rental facility once the rental facility is fit for occupancy.
- (2) The landlord must provide the tenant with written notice of the displaced tenant's right of first refusal. The notice must include the landlord's current address and telephone number which the tenant can use to contact the landlord.
- (3) It is the tenant's responsibility to provide the landlord with the tenant's current address and telephone number to be used for future notification.
- (4) When the dwelling unit is fit for occupancy, the landlord must give written notice by certified mail to the tenant informing the tenant that the housing is ready for occupancy.
- (5) If the landlord cannot locate a previous tenant after two attempts over a two-week period, the landlord is deemed to be in compliance with the right of first refusal requirement and the tenant's right of first refusal is forfeited.
- (6) A landlord must ensure that the lease in effect at the time of a temporarily displaced tenant's return to the tenant's original dwelling unit contains lease provisions substantially similar to the lease in effect at the time of displacement, including provisions regarding the length of the lease term and the amount of rent due.

(7) A permanently displaced tenant must notify a landlord of the tenant's intent to reoccupy a dwelling unit at the rental facility within 15 days after the landlord notifies the tenant that a dwelling unit is ready to be occupied. A permanently displaced tenant must reoccupy a dwelling unit within 20 days after the tenant notifies a landlord of the tenant's intent to a dwelling unit.

(8) A permanently displaced tenant may waive the right to reoccupy a dwelling unit at the rental facility at any time after displacement.

#### **Sec. 18-1798. Notice requirements.**

- (a) Landlords ~~shall~~must notify tenants of the names or titles and telephone numbers of one ~~(1)~~ or more responsible representatives of the landlord or operator who may be reached at all times in the event of emergency situations and ~~shall~~must keep such notification current. Such notification ~~shall~~must be by ~~way of~~ either:
- (1) The posting of a durable notice in an accessible, conspicuous and convenient place in each building to which the notice applies; or
  - (2) The personal distribution of the notice to all lessees.
- (b) All landlords renting a dwelling unit located in a condominium or cooperative housing structure ~~shall~~must, in addition to the aforementioned notice, provide the tenant with copies of all legal documents and the rules and regulations governing the use and occupancy of the condominium or cooperative dwelling unit and afford the tenant with the opportunity to review all other legal documents regarding the condominium or cooperative.

State law reference(s)—Certain information to be posted by landlord, Anno. Code of Md., Real Property Article, § 8-210.

#### **Sec. 18-180. Requirements prior to lease signing or renewal.**

- (a) Landlords must include the rental amount in the renewal offer letter to match the rental amount listed on a renewed lease.
- (b) Landlord is required to disclose all mandatory fees whenever a price is advertised or displayed (including online), as well as whether utilities are included in rent. Mandatory monthly fees may be included in or stated with the monthly rent but must be separately stated otherwise. This disclosure requirement does not apply to postings on websites not controlled by the landlord.
- (c) Landlord must fully disclosure all fees prior to lease agreement being certified by both parties and at the time of lease renewal. Must include whether the fee is optional, the basis, the amount, and frequency. Landlord must disclose estimated utility costs, to the best of their ability.

#### **Sec. 18-17981. Prohibited retaliatory practices.**

- (a) A landlord or owner may not make any changes in his leasing or business practices with respect to any dwelling unit or rental facility subject to this ~~C~~echapter for the purposes of avoiding compliance with any provisions of this ~~C~~echapter.
- (b) A landlord may not take retaliatory action against any tenant who exercises any rights conferred upon ~~him~~ the tenant by this ~~C~~echapter or any other law, ordinance and regulation, or against any tenant who assists another tenant in exercising those rights. For purposes of this ~~S~~ection "retaliatory action" includes eviction,

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threat of eviction, violation of privacy, harassment, reduction in quality or quantity of services, unreasonable rent increases, or any form of threat or coercion.

State law reference(s)—Retaliatory evictions, Anno. Code of Md., Real Property Article, §§ 8-206, 8-208.1.

## **Sec. 18-1802. Radon testing.**

(a) *Definitions.* In this ~~S~~section, the following terms have the meanings indicated:

*Action level* means the level of radon in a building, which, if equal to or above the EPA's recommended action level, triggers mitigation.

*EPA* means the United States Environmental Protection Agency.

*Mitigation* means measures designed to permanently reduce indoor radon concentrations.

*Radon* means a radioactive gas found in the air that comes from the natural breakdown of uranium in soil, rock, and water.

*Radon hazard* means exposure to indoor radon concentrations at or in excess of the EPA's recommended radon action level.

*Radon test* means measuring the amount of radon in an indoor space:

- (1) With a device made for this purpose;
- (2) Approved for use by the Director of the Montgomery County Department of Environmental Protection; and
- (3) Performed in accordance with the protocols specified for the device used.

(b) *Applicability.* This ~~S~~section applies to all ground-contact or basement dwelling unit(s) in a rental facility, except those subject to the requirement of an ~~innkeeper's~~ hotel license.

(c) *Radon testing required.* A landlord must conduct a radon test before leasing a dwelling unit subject to this ~~s~~section to a prospective tenant. Test results must be within two ~~(2)~~ years of the date of the lease.

(d) *Lease requirements.* At the time of the lease signing, the landlord must provide to the tenant and certify in the lease, or an addendum to the lease, the following:

- (1) A copy of the radon test results that indicates any concentration of radon is below the EPA's recommended action level of 4.0 picocuries per liter (pCi/L);
- (2) The radon test was performed less than two ~~(2)~~ years before the date of the lease; and
- (3) A copy of the EPA's pamphlet on radon guide for tenants or an equivalent pamphlet approved for use by the Montgomery County Department of Environmental Protection. The copy of the pamphlet may be an electronic link to the applicable website, or if requested by the tenant, a hard copy.

(e) *Testing and notification by existing tenants.* An existing tenant may conduct a radon test or hire a professional to test a dwelling unit subject to this ~~S~~section. If the test results indicate that radon hazard is present at a level of 4.0 pCi/L or higher, the tenant must:

- (1) In writing; and
- (2) Within ~~fourteen~~ ~~(14)~~ days after the test results, notify the landlord and provide the landlord with a copy of the test results.

(f) *Mitigation of radon.* A landlord who receives notice under ~~S~~subsection (e) must:

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- (1) Within ~~fourteen (14)~~ days after notice, initiate a follow-up radon test, in accordance with EPA-recommended standards for testing, to confirm any presence of radon hazard; and
  - (2) Within ~~ninety (90)~~ days after confirmed results:
    - a. Mitigate the premises to reduce radon below the action level of 4.0 pCi/L; and
    - b. Provide the tenant with a final copy of test results performed by a radon professional that indicates radon has been reduced below the action level.
  - (g) *Cost of testing.* The landlord is responsible for the cost of any follow-up, confirmation, or retesting of radon in a dwelling unit.
  - (h) *Dispute of testing results.* If there is a case of conflicting test results, where the test result provided by a tenant is at or above the action level and a test result by a landlord is below the action level, the following applies to determine the prevailing test result:
    - (1) Testing performed in compliance with the EPA-recommended standard, by a for-hire radon professional supersede tests not performed by a radon professional;
    - (2) If both tests are performed by radon professionals, long-term testing results supersede short-term test results; or
    - (3) If both tests are equally valid, as specified in ~~S~~subsections (1) and (2), and the dispute remains, then a mutually agreed upon third-party radon professional must retest in accordance with EPA-recommended standards.
  - (i) *Disclosure of radon.* A landlord must disclose in writing to each tenant in a dwelling unit subject to this ~~s~~Section, within ~~fourteen (14)~~ days after a confirmed radon test, any radon concentrations above EPA's recommended radon action level that are known to be present within the dwelling unit.
  - (j) *Termination of lease.* A tenant has the right to terminate a lease, if the landlord fails to mitigate under ~~s~~Subsection (f), without loss of security deposit or any other financial penalty. A tenant must provide, in writing, to the landlord a notice of the intent to terminate and vacate the premises. The notice may be effective either immediately upon receipt by the landlord, or as agreed upon by both parties, to allow the tenant to find alternative housing.

**Secs. 18-18~~13~~—18-192. Reserved.**

## **ARTICLE V. RENTAL HOUSING DATA COLLECTION AND VOLUNTARY RENT STABILIZATION GUIDELINES**

### **Sec. 18-193. Application and effect.**

- ~~(a) This Article applies to all rental units in the City, except that the requirements of subsections 18-195(a) and (c) shall apply only to apartment complexes which contain eight (8) or more units.~~
- ~~(b) Apartment complexes which contain eight (8) or more units and are owned and operated by a nonprofit organization, whose rents are based upon standards imposed by housing programs of local, State or Federal governments are exempt from the requirements of subsections 18-195(a) and (c).~~
- ~~(c) Any apartment complex which contains eight (8) or more units and is owned and operated by a nonprofit organization which does not qualify under subsection (b) of this section, may apply for a waiver of the requirements of subsections (a) and (c) of this section to the City Manager and the City Manager shall grant a~~

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~~waiver from those requirements if the nonprofit organization establishes to the satisfaction of the City Manager that the apartment complex is being operated for the benefit of its members and is being operated on either a subsidized or a break-even basis or, if the operation generates a profit, such profit is reinvested in the project. The decision of the City Manager shall be final.~~

## **Sec. 18-194. Voluntary rent guidelines and notice requirements of rent increases.**

- (a) Landlords are encouraged to hold rent increases at the lowest level possible and not more than the percentage established annually by resolution of the Mayor and Council.
- (b) ~~Ninety (90)~~ days prior to the effective date of any rent increase, the landlord must provide to the tenant the following information and the Director of Housing and Community Development the information set forth below, except that landlords of single dwelling units need not provide this information to the Director of Housing and Community Development:
  - (1) Old rent;
  - (2) New rent;
  - (3) The effective date of the increase;
  - (4) The percentage of the increase;
  - (5) The recommended voluntary rent guidelines;
  - (6) Information ~~prepared by the City and furnished to the landlord with respect to rent subsidy programs which might be available to the tenants about how to contact the City's landlord-tenant affairs program;~~ and
  - (7) Such other information as the landlord deems useful in explaining the rent increase.

## **Sec. 18-195. Mandatory reporting requirements.**

- (a) Each landlord ~~shall~~ must provide, in addition to the information contained in the notice of proposed rent increase as described in Subsection (b), the following information on a monthly basis at the time of rental license issuance or renewal to the City to the Director of Housing and Community Development:
  - (1) A copy of the standard lease;
  - (2) Information for the owner of the property, including the entity's name, mailing address, office address (if applicable), and phone number;
  - (3) The location of the rental facility;
  - (24) The type of structure;
  - (35) The year the structure was built;
  - (6) The total number of units in the structure;
  - (7) The availability of amenities;
  - (8) The utilities included in rent;
  - (9) A schedule of possible fees charged in addition to rent; and
  - (10) Individual unit information, including unit number; number of bedrooms; square footage; current or, in the case of vacant units, most recent monthly rent; and whether or not the unit has any restrictions on its rent increases.

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- ~~(4) The distribution of units by standard bedroom sizes;~~
  - ~~(5) The number of units by bedroom size which were rerented during the month;~~
  - ~~(6) The number of vacant days applicable to those units;~~
  - ~~(7) The rent charged for each rental unit;~~
  - ~~(8) The rent charged for each rental unit prior to vacancy; and~~
  - ~~(9) The new turnover rent charged for each rerented unit.~~

This information contains certain confidential, commercial and financial information and, as such, is not subject to disclosure under Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland.

- (b) ~~In order to minimize the impact the reporting requirements of this article might have on landlords, the Director of Housing and Community Development shall prepare and make available to the landlord a survey form for securing the data, which form shall be designed to minimize the repeated reporting of unchanged information, while maintaining an accurate data base.~~
- (c) ~~Each landlord shall must~~ maintain records for each project on an aggregate basis containing the following information which shall must be made available to the City upon request and after a determination has been made by the ~~Director of Housing and Community Development~~City Manager that the information is relevant and necessary to carrying out the purposes of this ~~a~~Article:
  - (1) A description of the utilities which are included in the rent;
  - (2) The landlord's actual monthly utility costs including gas, electric, heating, fuel, trash removal, ~~and~~ water and sewer, and any other expense which is passed onto tenants in the form of a one-time or recurring fee;
  - (3) The availability of certain amenities including air-conditioning, wall-to-wall carpeting, dishwasher, garbage disposal, washer/dryer in apartment unit or on-site, patio-balcony, swimming pool and tennis courts; and
  - (4) The actual operating expenses by category;
  - ~~(5) The actual operating revenues by category;~~
  - ~~(6) A schedule of any other fees and income; and~~
  - ~~(7) Tenant rent/income ratio for prospective tenants which protects the confidentiality of personal information and which is available to the landlord as part of the normal renting process.~~

This information contains certain confidential, commercial and financial information and, as such, is not subject to disclosure under Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland.

- (d) Certain data points collected under Sec. 18-195(a) will be made available online and by request.

~~The Director of Housing and Community Development shall provide a quarterly report to the City Manager summarizing the information accumulated from the required reports submitted by each landlord of licensed rental facilities in the City.~~