



MAYOR AND COUNCIL

Meeting 18-26
Monday, July 6, 2026 - 6:30 PM

AGENDA

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: <https://www.rockvillemd.gov/services/request-a-reasonable-accommodation/>

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: <https://www.rockvillemd.gov/services/participate-in-a-community-forum/>

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing, should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak and before virtual speakers.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.

If you wish to participate in-person or virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or <https://www.rockvillemd.gov/services/participate-in-a-community-forum/> no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or <https://www.rockvillemd.gov/services/participate-in-a-public-hearing/> no later than 10:00 am on the day of the meeting.
3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.
5. Read for <https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex> meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: <https://www.webex.com/test-meeting.html> prior to signing up to join the meeting to ensure your equipment will work as expected.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Valeri)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, July 27 from 5:15-6:15 pm with Mayor Ashton and Councilmember Valeri. Please sign up by 10 am on the meeting day using the form at:

<https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227>

1. **Convene - 6:30 PM**
2. **Pledge of Allegiance**
3. **Proclamation and Recognition - NONE**
4. **Agenda Review - 6:35 PM**
5. **City Manager's Report - 6:40 PM**
6. **Boards and Commissions Appointments and Reappointments - 6:45 PM**
 - A. Board of Supervisors of Elections Appointment
7. **Community Forum - 6:50 PM**
8. **Special Presentations - NONE**

9. Consent Agenda - NONE

10. Public Hearing - NONE

11. Action Items -7:10 PM

- A.** Adoption of an Ordinance to Amend Chapter 18 of the Rockville City Code, entitled
"Rental Facilities and Landlord-Tenant Relations"

12. Worksession - NONE

13. Mock Agenda - 8:10 PM

- A.** Mock Agenda

14. Old / New Business 8:15 PM

15. Adjournment - 8:30 PM



MAYOR AND COUNCIL Meeting Date: July 6, 2026
Agenda Item Type: APPOINTMENTS & REAPPOINTMENTS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Board of Supervisors of Elections Appointment

Recommendation

The Mayor and Council put forth the following nomination for membership to the Board of Supervisors of Elections.

Board of Supervisors of Elections

Jim Mullinax – New appointment to serve a four-year term until June 1, 2030

Attachments



MAYOR AND COUNCIL Meeting Date: July 6, 2026
Agenda Item Type: INTRODUCTION AND POSSIBLE ADOPTION
Department: HOUSING AND COMMUNITY DEVELOPMENT
Responsible Staff: JANE LYONS-RAEDER

Subject

Adoption of an Ordinance to Amend Chapter 18 of the Rockville City Code, entitled “Rental Facilities and Landlord-Tenant Relations”

Department

Housing and Community Development

Recommendation

Staff recommends that the Mayor and Council introduce and adopt the proposed Ordinance amending Chapter 18 of the Rockville City Code, entitled “Rental Facilities and Landlord-Tenant Relations” (Attachment A). As such the following actions should be taken: the Ordinance should first be introduced, and then a motion to waive the layover period should be made. If the motion to waive the layover period is approved by six affirmative votes, a motion to adopt the Ordinance may then proceed. The proposed effective date is January 1, 2027.

Change in Law or Policy

Upon its effective date of January 1, 2027, the draft City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations will significantly modify the laws that govern landlord obligations and tenant rights for residential rental facilities.

Discussion

Background

In Fall 2024, a comprehensive rewrite of City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations was identified as a key action in the city’s Housing Strategies Work Plan as a way to further housing stability. Additionally, safe, decent housing was previously identified as a top need in the Human Services Needs Assessment, completed in 2024.

While supply and subsidy strategies can help to improve housing affordability, only stability strategies will ensure fair and equal treatment of tenants. As the city experiences a growing number of tenants, stability strategies will help to reduce displacement and ensure that everyone in the community can reap the benefits of the city’s growth and investments.

Research and engagement for the Chapter 18 rewrite commenced in Spring 2025. The goals for the rewrite were established as follows:

- Provide clarity on existing code elements.
- Consider alignment with surrounding jurisdictions' codes.
- Improve housing stability and opportunities for tenancy agency.
- Require greater transparency for tenants.
- Ensure alignment with the state of Maryland law.
- Review local and national best practices.
- Better connect data collection and city goals.

Changes to Draft Ordinance

Based on Mayor and Council feedback at the May 18, 2026 meeting, the following changes have been made to the draft ordinance:

- Sec. 18-1: Added definitions for “written notice” and “tenant organization.”
- Sec. 18-21(5): Clarified baseline of the Enhanced Inspections Program.
- Sec. 18-80: Clarified that (b)(1)(a) is only applicable unless there is a valid exception as described in Maryland state law. This part of the code iterates that, as permitted by Maryland state law, the Landlord-Tenant Affairs Commission to award up to three times the extra amount charged, plus reasonable attorney fees, if a landlord imposes a security deposit in excess of the equivalent of one month rent per dwelling unit.
- Sec. 18-115(e): Clarified that tenants are required to provide access to city inspectors to conduct properly noticed inspections.
- Sec. 18-126(3): Changed the number of chairs required in a hotel room from two chairs to one chair.
- Sec. 18-146(1): Changed language to allow landlords to increase rents during a two-year lease, but clarified that the rent increase must be disclosed in the lease prior to entering into the lease.
- Sec. 18-148: Added a definition for “non-public competitor data,” in relation to price coordination and algorithmic devices.
- Sec. 18-149(a): Changed that a landlord must provide a tenant the tenant’s entire rental payment history within seven days of the tenant’s written request to seven business days.
- Sec. 18-149(c): Expanded the allowance for a landlord to terminate a lease when a tenant no longer meets the income requirement to also include other income-restricted

units. Including this provision will allow residents in income-restricted units to have the option of a lease term longer than one year.

- Sec. 18-163(a)(1): Added a provision stating that landlords may not charge a fee for payment of rent, with the exception of a credit card processing fee and check bounce fee.
- Sec. 18-163(a)(2): Added an exemption for introducing utility cost recovery structures or ratio utility billing.
- Sec. 18-163(a)(4): Increased the number of days from 45 days to 120 days for landlords being prohibited from charging a fee for any charge for which the landlord failed to request from the tenant.
- Sec. 18-163(a)(5): Added language to allow fees for valet trash service, if valet trash service is permitted by law and regular trash service is provided as an option to the tenant.
- Sec. 18-163(c)(10): Altered language regarding the ability to charge a fee for certain storage units: “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.”
- Sec. 18-178(b)(3)(d): Deleted language “which meets the criteria set forth by the City” to improve clarity as to what standards a landlord and tenant must meet when creating an alternative temporary relocation assistance agreement.
- Sec. 18-178(b)(7)(b): Changed “formal eviction” to “execution of a warrant of restitution” to improve clarity.
- Sec. 18-178(c)(2): Added “the tenant’s failure to uphold their responsibilities under the lease has led to the property becoming not fit for occupancy” to situations where a landlord is not required to provide permanent relocation assistance. Both temporary and permanent relocation assistance sections now include this language.
- Sec. 18-180(b): Added an exemption for third-party websites to the disclosure of all mandatory fees whenever a price is advertised or disclosed.
- Sec. 18-180(c): Added that the landlord must disclose estimated utility costs “to the best of their ability,” recognizing that in situations where the tenant paid the utility directly, getting that information may not be feasible for the landlord.

- Article V: Changed “Department of Housing and Community Development” to “City Manager” throughout the article to be consistent with the rest of the chapter.

The Mayor and Councilmembers asked questions that staff was unable to provide complete answers to during the meeting, as well as comments that staff wanted to provide more thorough responses to, provided below:

- Sec. 18-1: Councilmember Van Grack commented that the Definitions section is not enumerated. However, this is consistent with other chapters of the city code, and thus no changes were made.
- Sec. 18-115(e): The city has discretion regarding enforcement, so if a landlord were attempting to enforce the tenant’s breach of lease for not providing entry, the city takes that into consideration.
- Sec. 18-115(g): Councilmember Van Grack commented that it may be useful to clarify the “specified period of time” that landlords are provided to correct a code violation. To clarify, a Notice of Violation already includes that specified period of time.
- Sec. 18-117(a): Mayor Ashton asked whether a landlord who stops renting but still has an active rental license would still have to notify the City Manager when selling the property. Staff would like to clarify that even if the landlord does not notify the City Manager, the city would still learn about the sale during the rental license renewal process.
- Sec. 18-126(1-2): Mayor Ashton asked that the code require fresh linens to be provided, but not every day. Staff would like to clarify that the reason Sec. 18-126(1) and (2) are recommended for deletion is because it is very difficult to enforce.
- Sec. 18-146(16): Both Councilmembers Jackson and Van Grack asked for clarification the definition of “unreasonably withheld” in reference to permission to sublease. “Unreasonably withheld” is defined by case law and, for example, “valid objections include concerns about the subtenant’s ability to pay rent or intended use of the premises.”¹ This is a standard consistent with state, county, and other local laws.
- Sec. 18-146(16): Mayor Ashton asked for more information about how screening tenants works in subleasing situations. Per current city code, tenants must receive written permission from the landlord to sublease. As a part of this process, the landlord may request a subtenant screening before approving the sublease arrangement. The original tenant remains responsible to the landlord.

¹ <https://www.peoples-law.org/subleases-subtenants-and-roomers>

- Sec. 18-146(18): Mayor Ashton asked for clarification as to what reasons for early lease termination are not already provided for in state law. Below is a list of all the reasons in the proposed ordinance, the only ones in the current code being the first and last, and their relationship with state law. Note that city code would allow the lease to provide that in the event of termination for such causes, the tenant could still be liable to pay a reasonable termination charge not to exceed one month's rent.
 - “An involuntary change of employment from the Washington metropolitan area.”
 - State law does not already provide for this reason. However, state law similarly allows early lease termination if an active service member receives a change of assignment. The active service member can either be the tenant or the tenant’s spouse.²
 - “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.”
 - State law does not already provide for this reason.
 - “The landlord’s rental license has been suspended or revoked for reasons related to the tenant’s unit within the previous 60 days.”
 - State law does not already provide for this reason.
 - “The landlord has failed to make certain repairs required to correct a violation that affects the health and safety of the tenant.”
 - State law does not already provide for this reason.
 - “Domestic violence against the tenant or the tenant’s dependent.”
 - State law allows victims of abuse to end their lease early. To do so, the tenant must give the landlord written notice by first-class mail or hand delivery. The notice must include documentation that the tenant is a victim of abuse and the date the tenant intends to leave. The tenant has up to 30 days to vacate the leased premises from the date provided in the written notice. Documented proof of abuse may include a protective order; peace order; or a report by a qualified third party, such as a physician, psychologist, social or caseworker, or and advocate from a domestic violence program. Tenants are only responsible for rent only for the time following the tenant providing notice of an intent to vacate until the tenant vacates the leased premises, up to a maximum of 30 days.³
 - “Death of a primary wage earner.”
 - State law does not already provide for this reason.
 - “Change in disability status” and “entry into an inpatient substance abuse or mental health treatment program.”

² Maryland Real Property §8–

212.1(b) <https://mgaleg.maryland.gov/mgaweb/Laws/StatuteText?article=grp§ion=8-212.1>

³ <https://www.peoples-law.org/housing-protections-and-options-domestic-violence-victims>

- State law does not already provide for this reason. However, state law allows early lease termination with a maximum liability not to exceed two months' rent for tenants who can provide certification from a physician or psychologist that the tenant is no longer able to live at the leased premises because the patient has a medical condition that 1) substantially restricts the physical mobility of the patient within, or from entering and exiting, the leased premises; 2) requires the patient to move to a home, facility, or institution to obtain a higher level of care than can be provided at the leased premises; or 3) is a mental disorder that: i) causes the continued habitation of the leased premises to be unfeasible or unsustainable for the patient; or ii) requires the patient to move to a home, facility, or institution to obtain a higher level of care than can be provided at the leased premises.
- "For other reasonable cause beyond tenant's control."
 - State law does not already provide for this reason.
- Sec. 18-148: Councilmember Van Grack asked staff to look further into the lawsuits brought over algorithmic rent pricing restrictions. Staff can share that all cases they have reviewed have been settled outside of court or are still pending. All lawsuits suing localities have been brought by RealPage, and the city has a testimony from RealPage with their input on the draft ordinance. Staff have addressed their comments by adding a definition for "non-public competitor data."

Impact Statements

Impact statements for Montgomery County Bill 8-26, Landlord-Tenant Relations - Prohibition Against Price Coordination and Rent-Setting Algorithms, which is largely similar to the proposed language for City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations, can be found in Attachment D.

Equity

Staff anticipate the action would have a small positive impact on racial equity and social justice due to the general expansion of tenant rights and impact on housing stability.

Research has shown a myriad of benefits associated with housing stability, including better mental and physical health due to less stress and the traumatic experience of being evicted, economic security because households are more likely to be able to keep living in the community where they are already working, educational outcomes since children do not have to move schools and disrupt their learning environment, social connections due to households staying in one place for longer, and community diversity because the families that are first to be displaced are too often disproportionately Black and Hispanic. Conversely, the costs of housing insecurity can be significant. Specifically, among young children, housing insecurity is associated with poor health, lower weight, and developmental risk.⁴

⁴ <https://ajph.aphapublications.org/doi/full/10.2105/AJPH.2011.300139>

In Rockville, tenants are disproportionately of historically marginalized racial or ethnic groups. Most significantly, only 11.4% of total housing units in the city are occupied by Black or African American households, but nearly 20% of renter housing units are occupied by Black or African American households.⁵

Table 1. Percent of All Households and Renter-Occupied Households by Race and Ethnicity, City of Rockville (2024)

<i>Race or Ethnicity</i>	<i>All Households</i>	<i>Renter-Occupied Households</i>
Total	100%	45.1%
Asian	24.7%	27.8%
Black or African American	11.4%	19.8%
Hispanic or Latino	9.0%	12.0%
White	52.9%	39.4%
Some Other Race	3.5%	5.3%
Two or More Races	7.2%	6.9%

Source: U.S. Census, 2024 ACS 5-Year Estimates S2502

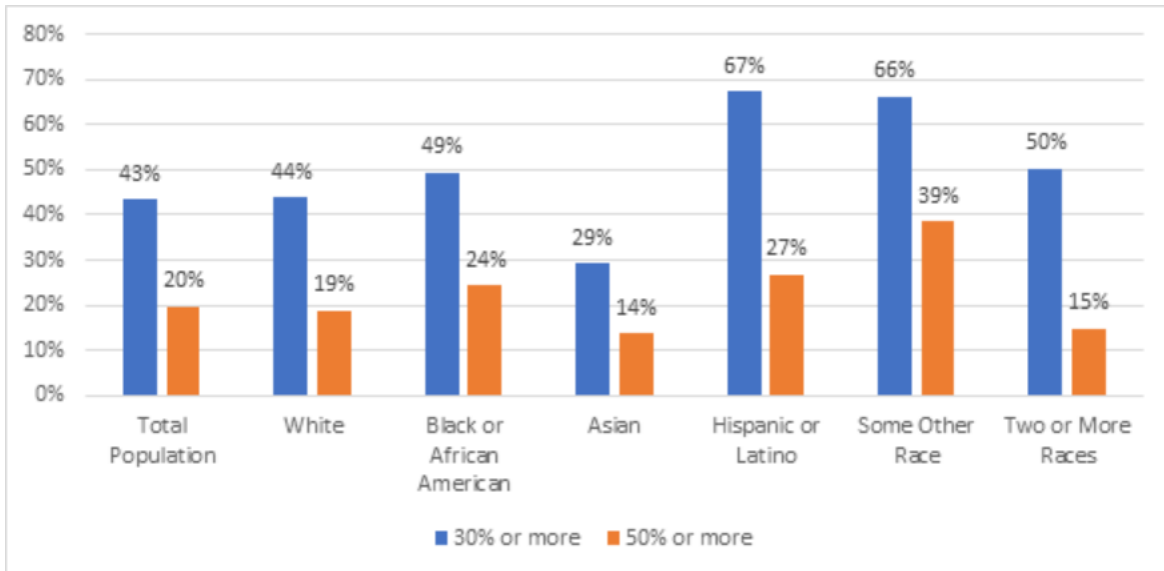
Additionally, the median income of renters is about \$100,000 less than homeowners: \$86,690 versus \$186,717.⁶ As of 2024, 53% of Rockville renters were considered housing cost-burdened, paying more than 30% of their income for housing, and over 20% are considered severely housing cost-burdened, paying more than 50% of their income for housing.⁷ Hispanic or Latino, “Some Other Race,” mixed-race, and Black households are disproportionately housing cost burdened (Figure 1), so would stand to benefit the most from policies like banning algorithmic rent pricing and restricting fees that would potentially lessen financial burden.

Figure 1. Gross Rent as a Percentage of Household Income, By Race (2021)

⁵ U.S. Census 2024 ACS 1-Year Estimates S2502

⁶ U.S. Census 2024 ACS 1-Year Estimates B25119

⁷ U.S. Census 2024 ACS 1-Year Estimates B25070



Source: U.S. Census, 2021 ACS 5-Year Estimates B25070

The city does not collect data on landlord demographics, so whether or not changes to city code may disproportionately impact certain racial or ethnic groups of landlords cannot be fully analyzed.

Environment

There are no significant environmental impacts anticipated.

Economy

The action item is expected to have a neutral impact on the economy.

The additional requirements placed on landlords may result in fewer landlords, particularly small landlords, choosing to rent in Rockville, which would have a negative impact on the city's economy. On the other hand, existing landlords with many or large properties may need additional staff capacity to comply with the new code, especially when first implementing the changes into regular operations and protocols. This would create economic activity, although it could also put upward pressure on rents. Additionally, if the code is seen as too arduous for prospective landlords to uphold, developers may target investments elsewhere, resulting in foregone economic growth.

For tenants, the additional protections afforded to them in the proposed code may positively impact the local economy by improving housing stability. Individuals and households could focus more energy on non-housing related matters, such as education or job training, and divert funds from junk fees to other household needs, improving overall quality of life and economic stability. Transparency measures may also create a more competitive rental marketplace, resulting in slight downward pressure on rents or more favorable lease terms to tenants.

Mayor and Council History

Housing is one of the Mayor and Council's five focus areas. In June 2024, a high-level briefing was presented outlining the city's housing crisis and policy landscape. Later in 2024, there were three work sessions on the city's housing strategies, during which updating City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations was approved by the Mayor and Council as one of the strategies.

The following work sessions related to Chapter 18 were held previously:

- June 16, 2025 - An initial work session specifically related to transparency. During that work session, staff presented preliminary recommendations on data collection and reporting requirements, lease requirements, and other posting requirements.
- November 10, 2025 - During a work session on rental licensing inspections, staff recommended an enhanced inspections program that does not require codification in the updated chapter.
- December 8, 2025 - Staff presented proposed changes to current code as well as new policies related to algorithmic rent pricing, court costs and legal fees, fee transparency and restrictions, guarantor requirements, and repair and deduct.
- February 23, 2026 – Staff provided follow-up research to questions raised at the December 8 work session and proposed new policies related to background check restrictions, relocation assistance, and penalties.
- May 18, 2026 – Mayor and Council reviewed the initial draft of the Chapter 18 ordinance, asked questions, and provided feedback.

Feedback from previous work sessions is reflected in the proposed ordinance, in addition to stakeholder input.

Public Notification and Engagement

See Attachment B for the Community Engagement Report and Attachment C for public comments and correspondence.

Next Steps

Following the adoption of the proposed ordinance, staff will work with the City Attorney's Office to develop and promulgate pertinent regulations. In addition, staff will create a Landlord-Tenant Handbook and other educational materials that will allow both landlords and tenants to clearly understand their rights and responsibilities as well as city resources.

Attachments

Attachment A - Chapter 18 Ordinance, Attachment B - Chapter 18 Community Engagement Report, Attachment C – Public Comments and Correspondence, Attachment D – Impact Statements for Montgomery County Bill 8-26 (1), Attachment E - Chapter 18 Redline, Presentation

ORDINANCE NO. _____

ORDINANCE: To Amend Chapter 18 of the Rockville City Code, entitled "Rental Facilities and Landlord-Tenant Relations," to Add New Policies and Make Various Modifications to Improve the Administration of this Chapter

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND as follows:

SECTION I - That Chapter 18 of the Rockville City Code, entitled "Rental Facilities and Landlord-Tenant Relations," be amended as follows:

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 ~~chapter~~ Chapter, shall have the meanings ascribed to them in this ~~section~~ 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.~~

* * *

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 ~~chapter~~ 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 ~~chapter~~ 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 ~~chapter~~ 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.

~~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 ~~chapter~~ 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 ~~chapter~~ Chapter.

* * *

~~*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.

* * *

Owner means:

* * *

- (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 ~~charged~~a tenant owes 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, inns, and 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~~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 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 is the units are under separate ownership, including townhouses and cooperative and condominium units within a multiple unit dwelling; and
- (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 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, 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 ~~chapter~~ Chapter are:

* * *

- (2) To ~~promote health, safety, and wellbeing by encouraging-encourage~~ 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 ~~chapter~~ 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 ~~chapter~~ 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 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 ~~chapter~~ Chapter.

Sec. 18-4. Interpretation.

- (a) The provisions of this ~~chapter~~ Chapter ~~shall will~~ be liberally interpreted so as to effectuate its underlying purposes and policies.
- (b) The provisions and requirements of this ~~chapter~~ 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 ~~chapter~~ Chapter.

(c) To the extent that the provisions of this ~~chapter~~ 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 ~~chapter~~ 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 must ~~shall~~ 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

DIVISION 1. GENERALLY

Sec. 18-21. Functions of City Manager.

The City Manager shall have the authority and duty:

- (1) To issue, deny, revoke or suspend licenses required by this ~~chapter~~ Chapter, and to conduct any investigation necessary ~~thereto~~;
- (2) To initiate and conduct investigations and conciliations of any alleged or apparent violation of this ~~chapter~~ Chapter or any complaint filed ~~hereunder~~ pursuant to this Chapter;

* * *

- (4) To assist the Commission on Landlord-Tenant Affairs in carrying out its duties and implementing the mandate of Commission rules and/or regulations promulgated pursuant to the provisions of this ~~chapter~~ 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.

* * *

DIVISION 2. COMMISSION ON LANDLORD-TENANT AFFAIRS

* * *

Sec. 18-37. Composition and appointment.

- (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. ~~Two (2) of the members shall be landlords or operators of rental facilities selected from nominations made by organizations representing landlords. Two (2) of the members shall 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. Three (3)~~

~~members shall 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. Prior to selected representatives of landlords and tenants, recommendations for members shall 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. The members are to represent three groups as follows:~~

- ~~(1) Two of the members must be landlords or operators of rental facilities;~~
 - ~~(2) Two of the members must be tenants whose livelihood does not derive in whole or in significant part from the ownership or management of rental property;~~
 - ~~(3) Three of the members 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 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.
- ~~(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.~~
- (ed) Qualification. For the purpose of subsection (a) of this ~~section~~ 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 ~~commission~~ Commission shall will continue to serve until a 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 ~~chapter~~ Chapter, the Commission ~~on Landlord-Tenant Affairs shall will~~:

- (1) Be empowered to enforce the provisions of this ~~chapter~~ Chapter through any appropriate means, including but not limited to:

* * *
 - 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 ~~chapter~~ Chapter;

* * *
 - d. The investigation and conciliation of any violations of this ~~chapter~~ Chapter or any complaints filed ~~hereunder~~ and the investigation of any matter relating to any license to operate a rental facility;

* * *
 - 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 ~~chapter~~ 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 ~~chairperson~~ Chairperson of the Commission or the ~~chairperson's~~

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/or regulations which ~~shall~~must not conflict with this ~~chapter~~Chapter or any other applicable law or regulation, as the Commission deems necessary to implement the provisions of this ~~chapter~~Chapter, including but not limited to provisions for calling and conducting meetings, hearings and appeals held pursuant to this ~~chapter~~Chapter and for issuing findings, opinions and orders, and provisions dealing with the use and function of alternate members; and

* * *

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

- (a) The ~~chairperson~~Chairperson, in conjunction with the City Manager, ~~shall~~will 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/or 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.

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 ~~chairperson~~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 ~~chairperson~~Chairperson ~~shall~~will designate one (1) panel member to serve as panel chairperson. Depending upon the extent to which panels are used, the ~~chairperson~~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 ~~chapter~~ Chapter or in rules ~~and/or~~ regulations adopted by the Commission, the provisions of this chapter pertaining to the conduct of hearings before the Commission ~~shall~~ apply to hearings conducted by Commission panels.

* * *

- (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.

* * *

DIVISION 3. COMPLAINT

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.

* * *

Sec. 18-57. Investigation.

Upon the filing of any complaint under this ~~chapter~~ 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~~ is authorized to take immediate action to provide appropriate relief including notification to the Commission ~~on~~ Landlord-Tenant Affairs which shall 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) 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 ~~shall will so~~ inform the complainant of the determination in writing. ~~Commission on Landlord-Tenant Affairs, in writing, and the Commission may, in its discretion, determine whether or not the complaint is bona fide, and 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.~~

(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 will so inform the Commission, 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;
- (3) Order dismissal of the complaint, or order such further investigation as deemed appropriate; and
- (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.

(b)c) If the City Manager, in investigating a complaint, determines that there are reasonable grounds to believe that a defective tenancy exists;~~the City Manager shall 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. Conciliation conferences shall be informal and confidential and nothing said or done during such initial conferences shall prejudice the rights of the parties.~~

- (1) The City Manager 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.
- (2) Conciliation conferences are informal and confidential and nothing said or done during such initial conferences will prejudice the rights of the parties.

Sec. 18-59. Conciliated complaints.

- (a) If a complaint under this ~~chapter~~ 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 be~~ is for conciliation purposes only and does not constitute an admission by any party that a violation of this ~~chapter~~ Chapter has occurred or that a defective tenancy exists.
- (b) It ~~shall be~~ is 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 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:

* * *

- (2) Fails to effect an informal conciliation agreement or formal consent agreement; or

* * *

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.

* * *

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 ~~chapter~~ 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 ~~commission~~ Commission ~~shall have~~ has the power to summon all witnesses it deems necessary. The summons so issued must be signed by the ~~chairperson~~ Chairperson 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 furnish ~~shall must~~ party with a copy of the hearing record at such charges as are necessary to meet the costs.

* * *

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.

Sec. 18-~~78~~79. 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-~~79~~80. 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 ~~chapter~~ 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 their relevant leases, and return of their 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)~~ \$5,000 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.

* * *

- (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:

* * *

- (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)~~ \$5,000.00 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~~ 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-~~80~~81. 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-~~81~~82. Appeal to court.

Any person aggrieved by a final action of the Commission ~~on Landlord-Tenant Affairs~~ rendered under this ~~chapter~~ 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-~~82~~83—18-95. Reserved.

ARTICLE III. RENTAL FACILITY REQUIREMENTS

DIVISION 1. GENERALLY

Sec. 18-96. Occupancy limit.

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

Secs. 18-9697—18-110. Reserved.

DIVISION 2. LICENSE

Sec. 18-111. License required~~Required.~~

~~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.~~

- (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.

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

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

- (1) ~~Innkeeper's license~~Hotel License;
- (2) ~~Rental multiple-unit dwelling (apartment) license~~Multi-Unit Building License;
- (3) ~~Single dwelling unit rental 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~~ADU License; and
- (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~~Single-Unit Dwelling License.

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 have an agent ~~as defined herein~~, who ~~shall~~ resides in the ~~State District of Columbia, Maryland or Virginia~~, 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 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. The City Manager may only issue or renew a rental license upon finding that:~~
 - (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) 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 chapter or any other section of the City Code.~~
 - ~~(2) To verify that a violation of this chapter or any other 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 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 section. Each day an inspector is refused entry to conduct a properly noticed inspection is a separate violation.~~

- (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 license, a landlord must also allow the rental facility to be inspected:
 - (1) Upon a reasonable suspicion of a violation of this Chapter or any other Section of the City Code.
 - (2) To verify that a violation of this Chapter or any other 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 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) A landlord is deemed to have violated this 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 Section. Each day an inspector is refused entry to conduct a properly noticed inspection is a separate violation. A tenant is required to provide access to a City inspector to conduct an inspection that has been properly noticed under this Section.
- (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.
- (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 months' 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; display~~ Display of rental license.

- (a) ~~The person to whom any rental facility license is issued shall display it~~ The operator of a hotel or multi-unit building must display a valid rental license 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. A telephone number where the operator 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.
- (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.

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 shall file an application for must receive approval of 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 ~~chapter~~ 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: ~~the applicant has been cited for three (3) or more violations of this chapter or other section 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.~~
- (1) The applicant has been cited for three violations of this Chapter or other Section of the City Code related to the rental, use, or construction of a rental facility within the past two years, unless the applicant remediated each violation to the satisfaction of the City Manager within 30 days of citation; or
 - (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 for applicant chooses to cease renting the rental facility regulated hereunder, he shall the landlord must 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 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.~~

* * *

DIVISION 3. MINIMUM FACILITIES REQUIREMENTS

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

All persons required under this ~~chapter~~ 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;~~
- ~~(5) One (1) single bed per person occupant or one (1) double bed per two (2) persons occupying the dwelling unit occupants;~~
- ~~(6) Two (2) chairs per dwelling unit;~~
- ~~(7) Curtains or venetian blinds on all windows;~~
- ~~(8) Two (2) lamps per dwelling unit; and~~
- ~~(9) 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.

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

- ~~(1) 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 may, in fact, be reached at all times~~ 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
 - b. A notice must be posted conspicuously in all public areas within the rental facility advising the occupants of a local telephone number where the operator or operator's representative may 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
 - (4-5) 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
 - (6) Electrical smoke detectors as required by City Code Chapter 5.

Sec. 18-128. ~~Single dwelling units~~ Single-Unit Dwellings.

All persons required under this ~~chapter~~-Chapter to obtain a single- ~~dwelling-unit~~ dwelling license shall 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 ~~chapter~~-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~~ (4) two 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 ~~shall~~ must 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 ~~shall~~ must contain ~~an~~ electrical smoke detectors which is operable at all times as required by City Code Chapter 5.

* * *

ARTICLE IV. LANDLORD-TENANT RIGHTS AND OBLIGATIONS

* * *

DIVISION 2. LEASES

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 an ~~innkeeper's~~ hotel license, must:

- (1) Be offered for an ~~initial~~ term of ~~one~~ (1) two years to be accepted at the prospective tenant's option, unless a reasonable cause exists for offering an ~~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 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 ~~shall~~ must 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~~ precludes 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~~ (1) two 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~~;

* * *

- (4) Contain a provision acknowledging the landlord's responsibility for maintenance of the ~~premises~~rental facilities and incorporating by reference City Code chapters Chapter 9 (fire safety code), Chapter 25 (zoning and planning) and chapter Chapter 5 (buildings and building regulations), articles 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 ~~section~~Section, contain no provision incorporating a collateral agreement or provision by reference unless a copy ~~thereof~~ is affixed to all copies of the lease;

* * *

- ~~(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 ~~chapter~~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;

- (14) 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;
- (15) 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 ~~chapter~~ Chapter;
- (16) 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;
- (17) 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;
- (18) Contain a provision permitting the lease to be terminated upon ~~thirty (30) days'~~ written notice to the landlord due to: ~~an involuntary change of employment from the Washington metropolitan area or for other reasonable cause beyond the 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;~~
- a. an involuntary change of employment from the Washington metropolitan area;
 - 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 is liable for a reasonable termination charge not to exceed one 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~~ 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 ten (10) three~~ days of its execution.
- ~~(b) A copy of any type of lease used by any landlord shall be filed with the City Manager.~~
- ~~(eb)~~ After the effective date of the ordinance from which this chapter is derived, all landlords Landlords, including prospective landlords must ~~shall~~ 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.
- ~~(dc)~~ 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
- (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.
- (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. 18-148-150—18-160. Reserved.

DIVISION 3. TENANT RIGHTS AND OBLIGATIONS

Sec. 18-161. Rights.

- (a) Tenants shall have the right:
 - (1) To 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
 - (~~5~~6) 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~~ 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~~ 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.

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 ~~chapter~~ Chapter 5, ~~article~~ 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 ~~his~~ tenant's condition permits;
- * * *
- (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;

* * *

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 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 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 (c) and fees that fall under the exception in subsection (d) may only be increased once in a 12-month period and any increases require a 90-day written notice.

Secs. 18-163164—18-175. Reserved.

DIVISION 4. LANDLORD RIGHTS AND OBLIGATIONS

* * *

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:

* * *

- (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;

* * *

- (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~~ 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~~Section 18-180 (~~radon~~Radon testing).
- (b) When the duty imposed by paragraph (a)(1) of this ~~section~~Section is incompatible with, or greater than, the duty imposed by any other provisions of this ~~section~~Section, the landlord's duty shall be determined by reference to paragraph (a)(1).

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.

- (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.

- 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.
- 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. 18-178~~179~~. 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:~~
* * *
- (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.

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. 18-179~~181~~. 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 ~~chapter~~ Chapter for the purposes of avoiding compliance with any provisions of this ~~chapter~~ Chapter.
- (b) A landlord may not take retaliatory action against any tenant who exercises any rights conferred upon ~~him~~ the tenant by this ~~chapter~~ Chapter or any other law, ordinance and regulation, or against any tenant who assists another tenant in exercising those rights. For purposes of this ~~section~~ Section "retaliatory action" includes eviction, threat of eviction, violation of privacy, harassment, reduction in quality or quantity of services, unreasonable rent increases, or any form of threat or coercion.

Sec. 18-180~~182~~. Radon testing.

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

* * *

- (b) *Applicability.* This ~~section~~ 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 ~~section~~ 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:

* * *

- (2) The radon test was performed less than two-~~(2)~~ years before the date of the lease; and

* * *

- (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 ~~section~~ Section. If the test results indicate that radon hazard is present at a level of 4.0 pCi/L or higher, the tenant must:

* * *

- (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 ~~subsection~~ Subsection (e) must:
- (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:
- * * *
- (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:
- * * *
- (3) If both tests are equally valid, as specified in ~~subsections~~ 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 ~~section~~ 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 ~~subsection~~ 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.

Sec. 18-~~181~~183—18-192. Reserved

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

Sec. 18-193. Application and effect.

- (a) ~~This article~~ 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 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.

* * *

- (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:~~

* * *

- (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

* * *

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 to the Director of Housing and Community Development~~ at the time of rental license issuance or renewal to the City:

- (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;
- (13) The location of the rental facility;
- (24) The type of structure;
- (35) The year the structure was built;
- (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 rerental unit prior to vacancy; and~~

- ~~(9) The new turnover rent charged for each rerented unit.~~
- ~~(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.~~

* * *

- ~~(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.~~
- ~~(eb) 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 article 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.~~

* * *

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

SECTION II – This ordinance shall become effective on January 1, 2027.

NOTE: ~~Strikethrough~~ indicates material deleted.

Underlining indicates material added.

Asterisks * * * indicate material unchanged by this ordinance.

I hereby certify that the foregoing is a true and correct copy of an Ordinance
adopted by the Mayor and Council of Rockville at its meeting of

_____.

Sara Taylor-Ferrell
City Clerk/Director of Council Operation

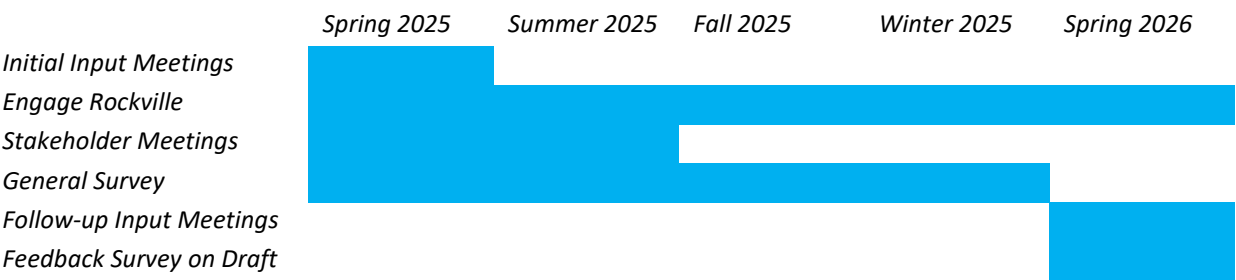
Attachment B - Community Engagement Report

Overview

In Spring 2025, City of Rockville staff launched the community engagement effort for the comprehensive rewrite of City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations. Staff used a variety of strategies to solicit feedback from stakeholders, including landlords, tenants, and organizations representing both groups.

Although input was collected throughout the project’s process, there were two major waves of engagement: first at the beginning of the process to learn generally about challenges and desired reforms, and then second once staff had compiled all recommendations and completed a series of Mayor and Council work sessions to engage the community on the specific policy proposals. Table 1 provides a timeline of engagement activities.

Table 1. Timeline of Community Engagement Activities



Major Takeaways

Below is a summary of what was learned through the Chapter 18 rewrite’s community engagement process, including the challenges faced by landlords and tenants, general feedback, and responses to proposed code changes. Common themes significantly differed depending on whether the individual was representing the perspective of a tenant or landlord, and so have been organized as such.

Takeaways from Tenant Engagement

Challenges and General Feedback

- Consistent, strong desire for a rent stabilization policy borne from high rent prices and uncertainty around or experiences with large rent increases.
- Maintenance response times.
- Fees (particularly technology, amenity, and hold fees).
- Lack of air conditioning requirements.

- Discrepancies between city and county protections, such as a temporary relocation assistance policy in cases where a rental unit is not safe to occupy.
- Interest in an online map of rental properties to display information about rental license status and history, code enforcement history, rental rates, rent increase history, landlord contact information, and complaints made by tenants.
- Incorrect rent ledgers.
- Lack of protection against retaliation.
- Accurate utility billing.
- Other residents smoking.
- Desire to be able to more easily terminate leases early.

Responses to Proposed Code

- Excitement around banning algorithmic rent pricing and restricting junk fees.
- Disappointment regarding the exclusion of a rent stabilization policy.
- Questions about how rent increase information will be collected and displayed.
- Concerns around the six-month cut off for a unit being unsafe to occupy before permanent relocation assistance triggers.

Takeaways from Landlord Engagement

Challenges and General Feedback

- Increasing costs (e.g., taxes, insurance, fees, HOA/condo payments).
- Length and difficulty of eviction proceedings.
- Difficulty and cost of rental license application process, particularly challenges with passing inspections.
- Responsiveness of city staff and lack of clear points of contact.
- Keeping up with and adhering to code requirements.
- Tenant behavior.
- Squatters.
- Responsibility of paying water bill when a tenant moves out.
- Frequent confusion about the city's Voluntary Rent Guidelines, usually due to confusion with Montgomery County's rent stabilization requirements.
- Challenges working with Rockville Housing Enterprises.
- Difficulty adhering to the state's requirements to put the security deposit in a certain type of bank account.

- Strong desire for a lease template and educational resources, such as webinars and handbooks, to better understand all city and state requirements. Suggestion for resources to be provided when receiving or renewing rental license.

Responses to Proposed Code

- General feeling of bias towards tenants in city code, including in the proposed changes, and administration of landlord-tenant affairs program.
- Concern at proposed requirement to offer tenants a two-year lease term. If having to offer a two-year lease term, many landlords wanted to reserve the ability to increase the rent during the two-year term, which they would be allowed to do under the current proposal, but would have to provide a 90-day increase notice.
- Concern around proposed restriction on asking about prospective tenants' eviction history. Several landlords suggested a policy to not allow asking about eviction history from more than a certain number of years ago.
- Concern around proposed repair and deduct policy to allow tenants to make repairs without landlord approval.
- Question and concern around relocation assistance requirements. Concerns were particularly focused on the cost of the permanent relocation payment and determination of responsibility.
- Desire to allow a fee for returned checks and to allow an increased lock out fee for repeated occurrences.

Engagement Activities

Initial Input Meetings

In May 2025, the city hosted two input meetings: one for landlords and another for tenants. The meetings were held virtually and had 23 attendees at the tenant input meeting and 39 at the landlord input meeting. During the meetings, participants were given a short presentation about the Chapter 18 rewrite project. There were then several polling questions before participants went into breakout rooms facilitated by city staff, with questions listed below.

Polling Questions:

- How long have you been a renter/landlord in the City of Rockville?
- How would you rate your familiarity with your rights and responsibilities as a tenant/landlord, per city code?
- How would you rate your experience as a tenant/landlord in the City of Rockville?
- What are the top challenges you face as a renter/landlord?

Breakout Room Questions:

- What are the top three challenges you face?
- If you own/have rented properties elsewhere, what differences have you noticed between those jurisdictions and Rockville?
- Have you ever experienced any unexpected fees? If so, what were they for? (*only at tenant input meeting*)
- What data/information would be the most helpful for you to see on a public dashboard of rental properties?
- Do you have any other feedback about what may be beneficial to remove, add, or change in the city's landlord-tenant code?

The meetings were promoted through an email to all rental license holders and the Department of Housing and Community Development's internal list of property managers, affordable housing operators, and tenant organizations, as well as through the city's standard communication channels.

This engagement activity helped the community to learn more about the Chapter 18 rewrite project and informed the direction of staff's research and policy development process.

Engage Rockville

The project's Engage Rockville webpage launched early May 2025, prior to the initial input meetings, and served as the hub for all information and engagement throughout the project's lifespan. The Engage Rockville webpage included the following:

- Background Information
- News Feed
- Survey Tools
- Submit a Comment Portal
- Ask a Question Portal
- Staff Contacts
- Project Timeline
- Key Dates
- Resources
- Documents (including a fact sheet and staff reports)

Additionally, Engage Rockville allows individuals to subscribe to project updates via email. At the time of writing, three e-blasts were sent to project subscribers. At least one more is planned before the May 18 Mayor and Council meeting and one afterwards, for a total of five e-

blasts. Information from each e-blast is also posted on the Engage Rockville webpage's News Feed.

Stakeholder Meetings

Given that tenants are traditionally a harder to reach population than landlords, in April 2025, staff directly reached out to a number of tenant advocacy organizations¹ to learn more about the challenges facing tenants within the city. Not all organizations responded, and some (Maryland Legal Aid and Jews United for Justice) opted to submit written feedback. Staff held stakeholder meetings with CASA, Housing Initiative Partnership, and the Montgomery County Renters Alliance, as well as spoke with a representative from the Apartment and Office Building Association of Metropolitan Washington on several occasions. The questions listed below were asked to the tenant advocacy organizations:

- What challenges are the tenants you work with most frequently facing? Have you noticed any trends in those challenges?
- Have you noticed any discrepancies between Montgomery County and the City of Rockville's landlord-tenant codes?
 - Are those discrepancies beneficial or harmful to tenants?
 - In what ways, if any, do you have to adjust the way you work with tenants in the City of Rockville?
- What data/information would be the most beneficial for you/tenants to know about landlords?
- Are there any types of fees you have noticed that pose a barrier or additional burden to tenants?
- In what types of situations would relocation assistance be beneficial to a tenant? For example, redevelopment, large rent increases, etc.
- Do you have any other feedback about what may be beneficial to remove, add, or change in the city's landlord-tenant code?
- Who else should we be speaking with?

General Survey

For almost a year, the Engage Rockville webpage featured a survey for landlords and tenants. The purpose of the survey was to best understand the challenges faced by landlords and

¹ The tenant organizations contacted included the following: Action in Montgomery, CASA, Everyday Canvassing, Housing Initiative Partnership, Housing Justice Montgomery, Jews United for Justice, Latino Economic Development Corp, Maryland Center for Legal Assistance, Maryland Legal Aid, Montgomery County DSA, Montgomery County Renters Alliance, Progressive Maryland, Renters United Maryland, and Rockville Renters United. While contacted in April 2025 to ask for a stakeholder meeting, these organizations were contacted at various other points as well to keep them updated about the project's progress.

tenants so as to inform the policy direction of the rewrite. Over that time, the survey received 45 responses, including 19 from tenants and 26 from landlords.

Most landlords (68%) who completed the survey had been operating as a landlord for over five years and felt pretty knowledgeable (62.5%) about their rights and responsibilities per city code. Respondents cited a range of experiences as a landlord in Rockville, with 37.5% reporting a good experience and 37.5% reporting a neutral experience.

Tenant respondents had mostly been renting in Rockville for one to five years (63.2%), with 21.1% renting for less than five years and 15.8% renting for less than one year. About half of tenants said they feel a little familiar with their rights and responsibilities per city code, following by 31.6% pretty knowledgeable and 10% not familiar at all. There was a range of reported experiences as a tenant in the City of Rockville: 36.9% good or very good, 21.2% neutral, and 42.1% bad or very bad. Eleven tenants reported their previous rent increases, which ranged from 1% to 13%, the median being 5% and the average being 6.45%.

Other questions were asked as listed below. Responses have been incorporated into the Major Takeaways section above.

- How long have you been a landlord/tenant?
- How would you rate your familiarity with your rights and responsibilities as a landlord/tenant, per city code?
- How would you rate your experience as a landlord/tenant in Rockville?
- What are the top three challenges you face as a landlord/tenant?
- If you own property/have rented elsewhere, what differences have you noticed between those jurisdictions and Rockville?
- What data/information would be the most helpful for you to see on a public dashboard of rental properties?
- What percentage was your last rent increase? (*asked to tenants only*)
- Do you have any other feedback about what may be beneficial to remove, add, or change in the city's landlord-tenant code?

Follow-up Input Meetings

In April 2026, the city hosted two input meetings: one for landlords and another for tenants. The meetings were held virtually and had 53 attendees at the landlord input meetings and 20 at the tenant input meeting. During registration, there were a handful of individuals who requested Mandarin translation and were directly notified about a separate Mandarin-language input meeting, but during that meeting, only two individuals participated, and both had previously attended the landlord input meeting, so the meeting was ended early.

During the meetings, participants were given a presentation about the project, featuring an overview of the proposed changes. They were then asked several polling questions, followed by an opportunity to ask questions and provide general feedback. Responses and feedback have been incorporated into the Major Takeaways section above.

Polling Questions:

- What excites you the most about what you've heard?
- What concerns you the most about what you've heard?
- What's missing from the code update?
- What resources would be the most helpful in ensuring that you understand and can comply with the new code?

The meetings were promoted through two emails to all rental license holders and the Department of Housing and Community Development's internal list of property managers, affordable housing operators, and tenant organizations, as well as through the city's standard communication channels.

Feedback Survey on Policy Proposals

In April 2026, staff created a fact sheet to explain the most significant of the proposed code changes. Alongside the fact sheet, stakeholders were encouraged to complete a feedback survey asking the below questions, which mirror the questions asked at the follow-up input meetings:

- How do you feel about the current Rockville landlord-tenant code?
- How do you feel about the proposed Rockville landlord-tenant code?
- What concerns do you have about the proposed changes?
- What excites you the most about the proposed changes?
- What's missing from the code update?
- What resources would be the most helpful in ensuring that you understand your rights and responsibilities (either as a landlord or a tenant) under the new code?

Attachment C – Public Comments and Correspondence

From: Lydia [REDACTED]
Sent: Monday, May 26, 2025 11:21 PM
To: LATInfo <latinfo@rockvillemd.gov>
Subject: Re: ReFUND,harassment,voilence

WARNING - External email. Exercise caution.

To Whom It May Concern,

We are currently collaborating with several residents, tenants, and fellow landlords to address a pressing issue in shared housing situations within Rockville. We respectfully request that the City of Rockville consider amending the existing landlord-tenant laws to allow for expedited eviction proceedings—specifically, same-day hearings—for tenants whose behavior disrupts the peaceful enjoyment of others in shared housing arrangements.

Under current Maryland law, tenants are entitled to "quiet enjoyment" of their rented premises. This principle ensures that tenants can live without unreasonable disturbances. However, when one tenant's actions—such as excessive noise, harassment, or other disruptive behaviors—negatively impact the well-being of other tenants, it creates a challenging environment for all parties involved.

While existing laws provide mechanisms for addressing such issues, the process can be time-consuming and may not offer immediate relief to those affected. In shared housing situations, where tenants often share common spaces and responsibilities, the presence of a disruptive individual can significantly impair the quality of life for others.

We propose that the City of Rockville explore the possibility of implementing a system that allows for expedited eviction hearings(provide same day notice and file same day and obtain an emergency hearing in 7 days) in cases involving nuisance tenants in shared housing. Such a system would provide landlords and tenants with a more immediate means of addressing serious disturbances, thereby upholding the rights of all residents to enjoy their living spaces peacefully.

We believe that this approach would not only enhance the living conditions for tenants but also support landlords in maintaining harmonious and safe rental environments. We are committed to working collaboratively with the City of Rockville to develop solutions that balance the rights and responsibilities of all parties involved.

The law shall protect hard working residents, not some unruly/nuisance residents/individuals

Thank you for considering this important matter. We look forward to the opportunity to discuss potential changes to the current landlord-tenant laws that would better serve the needs of residents in shared housing situations.

Thank you!

4/21/2025

Kim Nugent [REDACTED]

Hi, Jane. If I could mention some things to you and you bring them to the group for consideration that would be great. I have.

Metatarsal injuries on both feet and so I try not to do extra walking. One of the things I've been concerned with is that top floor windows in Rockville? Appear to be OK even if there's something like 12 - 18 inches wide. Whether for rental or simply owner occupancy I think that those should be required to be replaced at the time that a home is being sold so that there's less challenge for firefighters to rescue inhabitants.

They overall Montgomery County. Basic lease language has some concerning juxtapositions in it. The lease says that the rent is due on the first of month. When paid up to 10 days late, it's not to be considered late from the standpoint of late fees. This does not prepare renters for home ownership. There are no other creditors that would have a 10 day grace period after a due date not a credit card company not an auto payment...

Also abuses the landlord who is required to pay 4.8% interest to tenant even when each month rent not received on 1st, they have to use the security deposit to make the mortgage insurance property taxes & home payments. But the landlord is likely not to use this security deposit because then the security deposit is not able to earn the interest required to pay the tenant. And it would make it a significant challenge for the landlord to figure out how to calculate the interest on the security deposit.

It is especially unfair to the landlords as on the hook if they calculate the interest on the security deposit wrong they have to pay the tenant three times the amount.

It is unfair under the abandoned possessions, clause that tenants are allowed to leave behind belongings for up to 7 days after the lease has ended and likely a walk through has taken place. If there's already been a walk through and then damage is done to the property as these items are later removed. Then the walk through needs to take place all over again.

The presence of the belongings prevents the landlord from being able to make repairs like painting without potentially having to relocate the tenant's belongings at their own expense. And if workers are at the property it might be construed that the landlord has responsibility to safeguard the left behind items during those seven days. If the property is promptly repaired and ready for rental it cannot be rented during that 7 day period. So this costs the landlord money.

With regards to the lease end it says that tenants may return the keys 24 hours after the lease end. If that occurs and the walk through was already completed, it might need to occur again. This is an expense to the landlord and delays new tenant potential.

When a tenant is a hold over does the lease say that they would be accountable for a full month rent even if tenant holdover less than a month. I would consider the lack of returning the keys and the lack of taking all of one's possessions out of the property by lease end as holdover situations & set the tenant up to know doing so will be costly so they plan better for lease end.

The amount that has been permitted for the landlord to charge a tenant for a non-maintenance repair (\$250 in a year or lease period (I forget which) has not increased in 30 years. I would like to see language added to permit the landlord to require the tenants to have bi-annual service checks on the h v a c units. The thing is , it is a hard thing for a landlord to coordinate between tenants and H v a c services who may come within a four hour window and even if they promise that sometimes something goes away and they don't come within that. Landlords do not live at the property meaning that they have to sit in their car outside during this four hour period whatever the temperatures be outside simply waiting for the HVAC service company to arrive. Even when tenants have set a time aside for the h v a c company to come and the landlord to come as well sometimes the Tenants availability changes putting the landlord in the awkward position of maybe not seeing the voicemail or text or email and being able to Change the appointment with the hVAc servicer before they would get charged. Whereas the tenants who live there could coordinate directly with the hVAc company. The checks are \$40- 70 (depending on whether one finds a coupon) & may uncover any concerns that should be brought to the landlord's attention for repairs. It means the tenant will hear directly from the technician if they are harming the system by not changing the furnace filters as often as they should which again will affect the efficiency of the heating or cooling and could lead to lower costs if they follow the appropriate guidelines. It also means that any Issues that could have arisen during the period of non use such as insulation coming off of the wall of the furnace or a wire becoming disconnected that would ordinarily cause the unit not to work would be identified before the tenant was expecting to use the utility. And thus likely avoid inconvenience to the tenant by them not having heating or cooling when they'd like to have it.

I have more to add but I'll send it in another email. [The second email has been added below.]

Perhaps 10 years ago I learned the water bills from WSSC when in Tenants name & unpaid by tenant - WSSC only pursues collection from the landlord though it does not communicate to landlord for as much as an entire year bill was not paid (unless that person set up duplicate billing something landlords are not forewarned about by city, county, or any landlord tenant handbook). Then when the property is vacated by the tenant the water will not be turned on until the landlord pays the bill. Meanwhile, The tenant can move into another property and be uninhibited in starting new service by the unpaid bill.

Another problem for landlords is their inability to report to a credit bureau non-payment of rent until it is addressed more than 3 months after non-payment began as a result of a court finding which leaves the Landlords to which the non-paying tenants apply for housing prior to eviction - in the dark. Put in another way, it means that the system is protecting them so that they can take advantage of yet another landlord. Meanwhile, a landlord's credit will begin to decline immediately upon their inability to pay a mortgage, property tax, HOA fee, insurance bill, or other. So the gap in injuries in this circumstance are significant.

A new requirement is to have 24/7 customer service for tenants emergencies. This is cost prohibitive for owners of small # properties. And if we do not hire a service - we may have to defend ourselves in court. But tenants can pay late by up to 9 days with no repercussions. If the state or county or other jurisdiction thinks that there is a great need for this then it might offer a centralized such service where the landlords would have their phone numbers registered when they get their rental licenses and the service could charge the Landlords when their Tenants use the service for appropriate reasons or charge the tenants if they use the service for inappropriate reasons. Or use a portion of the rental license fees to provide such service for those landlords not able to provide what for them individually would be VERY COSTLY 24 hour answering service at hundreds of dollars a month. Keep in mind that landlords are being prevented from raising the rents above 4% percent a year without applying for approval for right to raise above that.

Speaking of the limits on raising of the rents without applying (& waiting to see if a request is approved for higher increase), I believe the limit should be abolished! The market regulates what landlord can rent a property for. Such limits are another reason landlords would get out of rental business reducing avail housing.

First of all the limit should not apply if the rent was below market & tenants get adequate notice of increase or do not renew & property is vacant. Note being a landlord is a business meant to be profitable. Given super high limits on property tax increases and high recent increases. It also should not apply when the annual increase in property taxes exceeds 2 or 3%. Actual increases in property taxes I experienced a year ago were 25% for townhouses and 35% for a single family (those are rolled out in 1/3 increase 3 years in a row. I.e. on townhouses in first year go up about 8.34% then following year an additional near 8.33% & again in year 3, 8.33%. For SFH those were 12% year on year on year! No, it doesn't take a requisite rental increase to help for these amounts. It might take a greater than 4% of a months rent to cover given the dollar amounts of rent as compared to the property taxes. Approximately my townhouse property tax is \$5k a year. So an 8.33% increase for 3 years compounded equals \$417 increase in yr 1, so \$5417 x 1.166% in yr 2 or \$6316.22, as it and yr 3 is 1.25% or \$7,895. So in 3 years my property tax increase costs me \$2,895 alone. And those increases are tied to increased property values which will increase the cost of insurance & other costs typically increase such as maintenance and repairs and HOA fees. And now landlords need to build up their savings to cover these if Tenants don't pay rent & or water bills & or any amount of property damage &

ensueing vavmcancy during which repairs may need to be made or at least showings are needed before new tenant found as showing a property during the tendancy of a non- paying tenant typically does not work. Then landlords have additional court costs on top of all the expenses that they carry on their own. And again there is a difference in the affordability of having an attorney when one owns hundreds of units versus a handful. And given the current changes in international trade tariffs on goods there are signifigant increases to cost of maintenance & repair expenses.

I feel if landlords are paying utility bills like water, sewer, electric, cable, hoa fees for lawn care, parking lot maintenance, security lights, snow removal, at times also pool & sport court & clubhouse maintenance - that a utility deposit be allowed. In particular this could help induce landlords to invest in Solar panels on rentals which could result in lower utility bills for tenants & be good for environment & decrease demand on the grid keeping utilities lower for all users as delays needed upgrades to utility infrastructure to serve the growing population.

Altogether, I feel the lowering of the security deposits.Had the negligible impact perhaps for corporate interests owning thousands of small apartment units that are largely encompassed in concrete & Furnished with low grade products that are bought on a economies of scale and where their owners generally have replacements in storage and maintenance staff on hand to make very quick turnovers. Whereas those who are renting single family townhouses and homes may more often be smaller landlords with unique fixtures & floorings, obtained with no economies of scale, and overall are of significantly higher value. The result being that the percentage of the property value that is represented by a single month security deposit is far smaller. I.e. If an apartment could have a security deposit of one thousand dollars that covers 800 sq. Ft. of which concrete ceilings and floors and the damagible contents may be limited to 1 -4k of cabinets, counters, floors, appliances and doors & whole unit if appraised might be worth under \$250k. That rent to possible damage ratio is remarkably different for a townhome or single family home 1,600 - 5,000 sq. Ft. with wood walls, ceilings, floor joists, non economies of scale bought carpets & appliances etc. And may be worth \$300k - 1 million.

Under such circumstances , we as a state & every subdivision of such as Rockville - are going to lose a lot of the supply of said townhouses and single family homes as if landlords cannot obtain remarkably qualified tenants they would be likely to sell rather than run risk of non payment of rent & utilities and significant property damage. When the landlord sell these properties they will no longer represent a rental alternative for relocating professionals who would desire such housing who are being enticed to accept jobs in the area. Thus making it harder for local companies to recruit.

4/19/2025

Dear Jane and Trevor:

These are my comments on the Rockville Landlord-Tenant Code.

Section 18-113(c): The in-state agent requirement for out-of-state owners is a minor nuisance, and should be deleted. I purchased a rental condo unit in Rockville when I was still living in New Jersey; arranging for an in-state agent was awkward.

Section 18-127(1): add a requirement for email contact information.

Section 18-128(4): add a requirement for email contact information.

Section 18-195(c): The requirement for utility accounting is unnecessary and burdensome, and should be deleted. I own a rental condo unit in Gaithersburg in which utilities are included in monthly maintenance; Gaithersburg does not require me to separate out the utility costs.

Sincerely,

Ken MacRitchie



From: John Hoeveler <[REDACTED]>

Sent: Thursday, April 16, 2026 1:13 PM

To: Monique Ashton <mashton@rockvillemd.gov>

Cc: Marissa Valeri <mvaleri@rockvillemd.gov>; Barry Jackson <bjackson@rockvillemd.gov>; Kate Fulton <kfulton@rockvillemd.gov>; Adam Van Grack <avangrack@rockvillemd.gov>; David Myles <dmyles@rockvillemd.gov>; Izola Shaw <ishaw@rockvillemd.gov>

Subject: Concern from Rockville property owner – Chapter 18 proposal

WARNING - External email. Exercise caution.

Dear Mayor and Council Members,

I am writing as a Rockville property owner to express serious concern regarding the proposed amendments to Chapter 18.

First, I have heard the argument that because a significant portion of Rockville residents are renters, additional regulation is warranted. Respectfully, the proportion of renters versus owners does not change the underlying economics of housing. Increasing cost, risk, and operational burden will ultimately result in higher rents and reduced housing supply, regardless of who occupies the units.

Second, I would urge the City to prioritize enforcement of existing laws. Targeted enforcement against bad actors is a far more effective approach than broad new regulations that apply equally to responsible housing providers. These proposals risk penalizing compliant landlords while doing little to address those who are already operating outside the rules.

Third, safety must remain a central consideration. A building in our complex at Plymouth Woods experienced a catastrophic arson incident that destroyed the property and displaced residents. Situations like this underscore the importance of reasonable screening and awareness of who is living in residential properties. At the same time, the financial impact has been significant. Our insurance costs have increased multiple times over, and these costs inevitably flow through to tenants. A law that limits our ability to know who we are renting affects other tenants who have no say in who they share their building with.

Finally, I am concerned about the process by which these policies were developed. During last night's meeting, panel participants were asked if they have any experience being a landlord. None raised their hands. That absence of direct operator input is troubling. We were told there was a survey that was given out. I never saw that survey. Neither have any of the other landlords I have spoken with. I question how much effort was given to ensuring this survey was properly distributed and how many landlords responded.

Based on my own experience interacting with the City's Housing and Community Development agency, there is a consistent pattern of prioritizing tenant advocacy without consideration of the

operational realities faced by housing providers. When policy development is shaped without balanced input, it creates a risk of unintended consequences, policies that may sound beneficial in theory but prove harmful in practice.

Regulations of this magnitude should be informed by a full range of perspectives, including those responsible for maintaining, financing, and managing housing. Without that balance, there is a real risk of discouraging investment, reducing housing supply, and ultimately increasing costs for the very residents these policies are intended to help.

I respectfully urge the Council to pause and ensure that these proposals are reviewed with meaningful input from housing providers before moving forward.

Thank you for your time and consideration.

Sincerely,

John Hoeveler

4/17/26

Dear Mayor and Members of the City Council,

I am a Rockville landlord writing to object to four provisions in the proposed Chapter 18 update. I ask the Council to reconsider these changes before the May 18, 2026 vote.

Letting tenants leave with just 30 days' notice for vague "reasonable causes" makes leases unreliable. Landlords need a stable income to cover mortgage payments and other expenses. Any new termination grounds must be clearly and specifically defined.

Requiring landlords to pay three months' rent, moving costs, and more could cost tens of thousands of dollars in a single event, even for routine code repairs. This is unmanageable for small landlords. Please limit this requirement or reduce its scope.

Allowing tenants to hire their own contractors and deduct up to two months' rent takes away a landlord's right to oversee their own property. Unlicensed work can fail code inspections and void insurance. The 30-day repair window also doesn't account for real-world delays like permits and contractor schedules. This provision should be removed or limited to true emergencies.

Blocking background checks before a conditional offer limits a landlord's ability to protect existing tenants and their property. Landlords are legally responsible for what happens on their premises. Any screening restrictions should be balanced with landlords' safety and liability needs.

These four provisions increase costs and risks for landlords without a fair balance. I ask the Council to pause approval, talk with landlords, and find solutions that protect both tenants and housing providers.

Thank you for your time and consideration.

Sincerely,

Jason Kim

From: Sean Cullinane <[REDACTED]>
Sent: Tuesday, April 21, 2026 9:45 AM
To: Jane Lyons-Raeder <jlraeder@rockvillemd.gov>
Subject: Tenant Landlord Code Meeting

Hi Jane,

Thanks again for hosting the Tenant-Landlord Code meeting last week. As someone who is relatively new to property rentals, it was helpful and informative. I also rented for a long time, largely with landlords who ignored and avoided their legal duties, so changes that help with transparency and efforts to equalize the field for tenants is a positive step.

I would like to respond to a few of the policies since I needed time to absorb the details:

1. I understand the argument for removing criminal and eviction history. I am sympathetic to it as well since, if someone serves their prison time, their sentence is paid to society. With that said, there are not many metrics landlords can use to predict a tenant's ability to pay rent and avoid a lengthy and costly eviction process. Landlords are hoping to avoid someone who habitually uses the courts to avoid paying rent. If there is a middle ground between those, that is what we should work towards. I suggest that an eviction in the last 5 years (or two evictions within 5 years) can be used.

2. A FAQ sheet on the Rockville page would be helpful too. It could detail all the major and critical points that landlords and tenants should be aware of (for example, the lease collection policy, lead paint information, etc.)

Separately, I want to suggest that landlords must coordinate and absorb all costs associated with lawn care and gutters. That should be considered a part rental ownership, and it is an unfair loss that tenants are currently shouldering.

Thanks a lot and let me know if I can provide further details.

Sean Cullinane

5/8/26

Good Afternoon Jane,

I apologize for not sharing feedback on the proposed landlord-tenant code rewrite sooner. I know it's very late in the process. Nonetheless, I wanted to share MHP's input for what it's worth.

Two Year Lease Term – It was unclear to us if rental increases can be offered during those two years. We would just ask for clarification or explicit language that permits increases from year one to year two as part of the two-year lease.

Repair and Deduct – The repair and deduct provision generated the most amount of concern among our real estate and asset management departments. In general, allowing tenants to make their own repairs creates the potential for substandard repairs which then have to be addressed at even greater cost to the landlord. There are also legal liability concerns (e.g. someone is injured as a result of a substandard repair and sues the landlord). And lastly, as you may know, insurance premiums have been increasing at exponential rates for affordable housing providers and in some cases it be difficult to even find a carrier who is willing to insure a property. We have concerns that allowing tenants to facilitate their own repairs could create even more risk in the eyes of our insurance broker/carriers.

Thanks for considering our comments.

Best,
Chris

Chris Gillis | Director, Policy & Neighborhood Development
MHP

From: Nurith Berstein <[REDACTED]>
Sent: Monday, May 11, 2026 2:06 PM
To: Jane Lyons-Raeder <jlraeder@rockvillemd.gov>
Subject: Re: New Rockville Landlord-Tenant Code to Be Introduced and Approved at May 18 Mayor and Council Meeting

WARNING - External email. Exercise caution.

Can you please provide a summary of protections to small landlords?
Is there a differentiation between large scale and single landlords properties?
Also, we have encountered issues with renters not allowing access for repairs -
should there be penalties for such instances?

It is becoming very onerous for small landlords to meet all new reporting requirements so there are fewer who wish to remain renting their properties.
I think some landlord protections would go a long way to provide assurances that they are welcome here.
Good small landlords should be encouraged to stay and continue to provide excellent housing options to renters.



Nurith Berstein
Principal Broker MD, VA, DC
Next Level Rentals & Realty LLC

[REDACTED]
[REDACTED]
[REDACTED]

5/26/26

Good afternoon,

Thank you for the below. I would like to provide some feedback, narrated as questions:

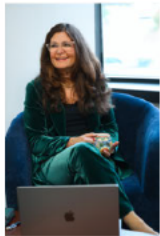
Are there options, including legal assistance and City support, for landlords navigating breach of leases (damage to property, unauthorized occupants, firearm violations, etc)?

Just as landlords provide data, can renters also have a data requirement — for example on-time payments, damage to property, length of lease, etc.

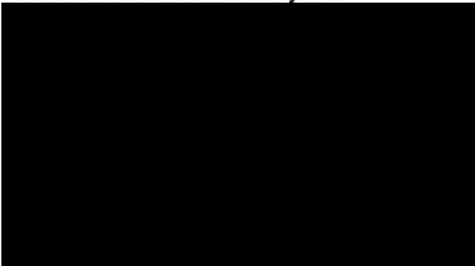
Has an option for early lease termination for owners if they need to re-occupy their property been considered? This of course would apply to "small" landlords who are usually affected by the same issues as renters (job losses, changes in families, illnesses, etc.)

I once again would encourage the City to consider small landlords separately and to ensure rules and requirements are appropriately calibrated to maintain an incentive for people to continue being housing providers.

Best,



Nurith Bernstein-Rosales
Principal Broker MD, VA, DC
Next Level Rentals & Realty LLC



2024
MARQUIS
Who'sWho



5/26/26

Thank you — please do see my additional input below in CAPS.



From: Jane Lyons-Raeder <jlraeder@rockvillemd.gov>

Sent: Tuesday, May 26, 2026 11:29 AM

To: Nurith Berstein <[REDACTED]>

Subject: Re: Updated Landlord-Tenant Code Adoption Schedule and Fair Housing Workshop

Hi Nurith,

Thank you for your questions and feedback. My responses to your questions are below:

- **Are there options, including legal assistance and City support, for landlords navigating breach of leases (damage to property, unauthorized occupants, firearm violations, etc)?** The city will continue to operate its Landlord-Tenant Affairs Program, which provides conciliation services, and offer the Landlord-Tenant Affairs Commission as an alternative to court for certain cases that cannot be conciliated. However, to pursue an eviction for breach of lease, landlords will still need to go through the formal court process. **INDEED — BUT IT APPEARS THE ASSISTANCE TO RENTERS IS SIGNIFICANTLY HIGHER THAN FOR LANDLORDS. FOR EXAMPLE, IF A LANDLORD FAILS TO DO REPAIRS TO A PROPERTY, ETC, THE RENTER HAS ACCESS TO MULTIPLE LINES OF ASSISTANCE WHICH WILL BE FREE TO THEM AND WILL RESULT IN INSPECTIONS, CITATIONS, ETC.**
 - **HOWEVER FOR LANDLORDS, IF A RENTER IS DAMAGING A PROPERTY, ADDING UNAUTHORIZED OCCUPANTS (WE HAVE ONE SUCH CASE WITH A POLICE REPORT GIVEN THREATS OF BODILY INJURY TO NEIGHBORS), ETC, EVEN WITH POLICE REPORTS, LANDLORDS ONLY HAVE COURT OPTIONS, WHICH ARE LENGTHY AND COSTLY. IN MY VIEW THERE IS A GREAT OPPORTUNITY FOR LANDLORDS TO FEEL CARED FOR AND**

WELCOMED IF THE CITY PROVIDED SOME SUPPORT. I SERVE IN COLTA (MONTGOMERY COUNTY) AND DO SEE THE OPPORTUNITY.

- **Just as landlords provide data, can renters also have a data requirement — for example on-time payments, damage to property, length of lease, etc.** Landlords are able to evaluate renters through the rental application process. INDEED THAT IS THE CASE, BUT I DID NOTICE IN THE LIST PROVIDED BELOW THERE MAY BE RESTRICTIONS ABOUT REQUESTING EVICTIONS HISTORY. THIS MEANS LANDLORDS CANNOT GATHER FULL DATA FROM APPLICANTS. PERHAPS I DO NOT UNDERSTAND THE LIMITATIONS AND GIVEN THE ADDITIONAL RESTRICTION OF ONLY 1-MONTH SECURITY DEPOSIT, SMALL LANDLORDS MAY HAVE EVEN FEWER PROTECTIONS AND AS SUCH WILL BE EVEN MORE RISK-AVERSE. AGAIN THIS IS A GREAT OPPORTUNITY TO HELP SMALL LANDLORDS SO THEY CONTINUE TO PROVIDE HOUSING AND DO SO IN A WAY THAT THEY FEEL PROTECTED AND CAN PROVIDE GREAT OPPORTUNITIES TO APPLICANTS WHOSE HISTORY IS LESS-THAN-PERFECT.
- **Has an option for early lease termination for owners if they need to re-occupy their property been considered? This of course would apply to "small" landlords who are usually affected by the same issues as renters (job losses, changes in families, illnesses, etc.)** This would need to be evaluated for whether it is allowed under state law. Based on some initial research, [state law](#) only allows landlords to repossess prior to the expiration of the stated term if the tenant breaches the lease. SHOULD THIS NOT BE EQUAL BETWEEN THE PARTIES? THAT IS, I ASSUME THE ADDITIONAL OPTIONS FOR EARLY LEASE TERMINATION HAVE TO DO WITH ISSUES OUTSIDE OF RENTER'S CONTROL (NOT ISSUES, FOR EXAMPLE, TIED TO BUYING A HOUSE, ETC). ALONG THE SAME LINES, I HAVE WITNESSED OWNERS BEING IN TERRIBLE SITUATIONS WITH FEW (IF ANY) OPTIONS WHEN A PROPERTY IS OCCUPIED (IN THIS REGION IN PARTICULAR, OWNERS THAT WERE EMPLOYED BY USAID, STATE DEPARTMENT, ANY DEI-RELATED PROGRAM HAVE BEEN TERRIBLY AFFECTED). THERE IS AGAIN, AN OPPORTUNITY TO SUPPORT THE ENTIRE COMMUNITY, FROM THOSE OCCUPYING HOUSING TO THOSE PROVIDING IT.

I SEE THIS AS A "TEAM SPORT" — WITH HOUSING OCCUPANTS AND PROVIDERS NEEDING TO PLAY TOGETHER, PER CERTAIN RULES THAT CREATE THE RIGHT ATMOSPHERE AND SUPPORT SO THE TEAM CAN WIN.

Have a great week,
Jane



Jane Lyons-Raeder

HOUSING PROGRAMS MANAGER

Department of Housing and Community Development

P. 240-314-8319

www.rockvillemd.gov



6/16/26

KMB [REDACTED]

Also, just some feedback on the recent changes that I have hesitated to share - I don't feel like it really helps renters move forward towards home ownership. I think it just makes them more comfortable renting until they are forced into rental subscriptions and prevents them from growing equity. **Instead, is it possible for your team to spend more time focusing on helping renters and first time home owners buy by lowering rates <https://mmp.maryland.gov/rates> or increasing the household income that is eligible so that more people can qualify.**

Like you sending the above link to my renter doesn't really help their situation right now. I would LOVE to sell to them - in fact I told their son that one day I hoped to sell to him in the future, but I know with the rates that are published on the Maryland website, they won't be able to do that if I sold in the near future. Not even with a 3% down payment.

I do agree with you that it's both the landlord and renters responsibility to maintain and ensure safe living areas and I understand the feelings of wanting to ensure safe living. A lot of what you're asking for, I already do, but some of your new requirements don't really make sense.

For example, some of your changes are just hurting small family renters and enabling big corporations to buy out Maryland so then everyone under a certain income is forced into rental subscription, while small family renters like myself who are offering people a lifeline and taking hits due to the Maryland high property tax and losing on the rental situation overall are going to have to sell because overtime your restrictions make it too difficult to rent - for example why force two year lease terms - that is silly. My family will do anything from one to five year so why waste time on this.

For context, I bought this house originally to move from VA to MD so that my child could go to school in this area. I have a lot of families who live in Rockville who are working class or low income, and I'd like to think that overtime Rockville continues to support those income levels to have the ability to have home ownership in Rockville vs forcing them into rental subscriptions with big corporate companies. Anyways food for thought or you can ignore it.

KENNETH L. MacRITCHIE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

July 3, 2025

Mayor Monique Ashton
Rockville City Hall
111 Maryland Avenue
Rockville, MD 20850

Re: Rockville Landlord-Tenant Code

Dear Mayor Ashton:

On May 27 I wrote to you with comments about the Rockville Landlord-Tenant Code. This letter contains an additional comment.

I'm a member of the Landlord-Tenant Affairs Commission. Earlier today I attended a hearing, with an insignificant amount of money in dispute. The landlord was very disruptive, so the Chairman terminated the hearing.

I recommend that, for disputes regarding insignificant amounts (such as under \$5,000), no hearings should be held, but the disputes should be resolved on the basis of written submissions. This method is used in FINRA arbitration for small-amount securities industry disputes.

Sincerely,

Kenneth L. MacRitchie

cc: Barry Jackson and Trevor Stephens

KENNETH L. MacRITCHIE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

May 27, 2025

Mayor Monique Ashton
Rockville City Hall
111 Maryland Avenue
Rockville, MD 20850

Re: Rockville Landlord-Tenant Code

Dear Mayor Ashton:

Following are my comments on the Rockville Landlord-Tenant Code.

Section 18-113(c): The in-state agent requirement for out-of-state owners is a minor nuisance, and should be deleted. I purchased a rental condo unit in Rockville when I was still living in New Jersey; arranging for an in-state agent was awkward.

Section 18-127(1): add a requirement for email contact information.

Section 18-128(4): add a requirement for email contact information.

Section 18-195(c): The requirement for utility accounting is unnecessary and burdensome, and should be deleted. I own a rental condo unit in Gaithersburg in which utilities are included in monthly maintenance; Gaithersburg does not require me to separate out the utility costs.

An online hearing to receive landlord input was conducted on May 20, but the online address never reached me. Future online hearings should be conducted with the option of viewing the proceedings from a monitor at City Hall.

Sincerely,

cc: Barry Jackson and Trevor Stephens

Kenneth L. MacRitchie



SENT BY ELECTRONIC MAIL-jlraeder@rockvillemd.gov

August 25, 2025

Jane Lyons-Raeder
Housing Programs Manager
Department of Housing and Community Development
City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

RE: Maryland Legal Aid Comment on Revisions to City of Rockville Landlord-Tenant Code

Dear Ms. Lyons-Raeder:

Thank you for inviting Maryland Legal Aid (“MLA”) to review and provide the comments on City of Rockville’s Landlord-Tenant Code (City Code, Ch. 18, “Rental Facilities and Landlord-Tenant Relations”). We appreciate the opportunity to provide our suggestions for added clarity and for improvement of the code based on our attorneys’ experiences in representing low-income Rockville residents in eviction, rent escrow, and other matters concerning renters’ rights. Our Advocacy Director for Human Rights to Housing, Zafar Shah and team of MLA housing attorneys have commented on specific sections of the code, in their order of appearance in Chapter 18.

Sec. 18-79

This section limits a tenant’s compensation in instances wherein the Commission has found a defective tenancy. For “damage to persons or property” related to the defective tenancy, the section limits compensation to \$2,000. Notably, we do not interpret this section to mean that the dollar-cap applies to actual damages. The section discerns “actual damage or loss” as separate from “damage to persons or property.” MLA recommends raising the \$2,000 cap to \$5,000. In addition, there is ambiguity as to whether the dollar-cap applies to the entire household or each harmed person in a household. MLA recommends that a \$5,000 cap apply to each household member individually if multiple household members have suffered damage to their person.

Sec. 18-111

This section requires rental facilities to operate with a valid rental license. Rockville’s licensing requirement applies to multi-family buildings, single-family dwellings, and accessory dwellings. MLA attorneys encounter so -called rooming houses or group homes, in which a property owner leases rooms that do not constitute a complete dwelling unit. We recommend addressing this gap in rental license requirements.

Sec. 18-118

This section describes rental license suspension and revocation but does not describe how suspension and revocations are initiated. MLA recommends adoption of language that would expressly allow current tenants of a licensed rental dwelling, or their attorneys, to initiate a suspension or revocation through a complaint of defective tenancy to the Commission.

Sec. 18-146

At paragraph (6), in addition to the prohibition against lease provisions for confessed judgment, MLA recommends prohibitions against lease language that waives the right to demand a jury trial or compels the tenant to use arbitration in lieu of judicial forums.

At paragraph (12), which obligates the landlord to apprise a new tenant of the location of the property's rental license, MLA recommends adoption of language requiring that the lease, at the time of signing or renewal, include one copy of the current, valid rental license.

At paragraph (13), MLA recommends adoption of language that pegs the statutory 10-day grace period to the date on which public benefits recipients customarily receive their benefits payments. In other words, where a tenant who receives public benefits notifies the landlord of the regular date of receipt of their benefit payment, the landlord may not assess late fees within 10 days after such date.

At paragraph (15), which requires written receipts for payments in cash or money order, MLA recommends adoption of a more comprehensive, modernized scheme for the landlord's billing, payment, and accounting practices and the tenants' access to transaction and billing records. Presently, state and local laws leave ambiguous whether tenants are entitled to request and receive their entire account history (a "rent ledger" for instance); whether landlords may compel tenants to pay rent electronically; and whether landlords may compel tenants to pay transaction fees for electronic payments. Many of MLA's clients are of older age and/or lower income and do not have the digital access, tech-savvy, and consumer sophistication necessary to safely use the "prop tech" apps and websites increasingly favored by management companies in today's market.

Sec. 18-147

Subsection (a) requires a landlord to provide to the tenant a copy of the signed lease within 10 days after execution. MLA suggests that 10 days is far too long a period for tenants not to have their lease. We recommend reducing the period to two business days.

At subsection (b): MLA recommends adoption of additional language that conditions the enforceability of the lease by the landlord on the landlord's having filed the lease with the City Manager.

At subsection (c): We recommend the addition of a specific time requirement for production of the proposed lease in advance of the date/time for execution of the lease. For instance, the subsection should require that the proposed lease be presented to the prospective tenant not less than two days prior to the execution of the lease unless the tenant requests a shorter time.

At subsection (e): Based on the harm posed to our clients by unrestricted rent increases, Maryland Legal Aid strongly supports Rockville's adoption of rent stabilization under the framework of Montgomery County's ordinance.

Sec. 18-161

Additional language is needed in this section to clarify the right of tenants and/or tenant associations to invite guests, including non-resident organizations, onto the premises to conduct activities related to the tenants' concerted activities.

Paragraph (a)(2) would be strengthened by clarifying that tenants may "meet or assist one another, with or without a tenants association, *and independently of property management or ownership.*" At subsection (b), we recommend striking the provision allowing a landlord to charge fees for use of meeting space or common areas. MLA has seen that this provision (which also exists in state law), while seemingly reasonable, is often used by landlords to constrain the activities of tenant associations.

Sec. 18-177

MLA recommends the addition of language that would prohibit or limit landlords from charging fees for services and maintenance of facilities and, where such fees are permitted, require transparency in the lease as to the type, amount, and billing of these fees. We recommend that this language require landlords to charge and to account for such fees separate from the rent. Additionally, we recommend language, similar to Montgomery County's "repair and deduct" law, that would require landlords to compensate tenants for repairs which the landlord neglected to make.

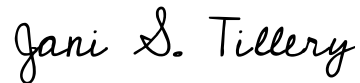
Sec. 18-178

Because of the proliferation of property management apps and web portals, MLA urges adoption of language that would limit the conditions under which a landlord may require tenants to receive electronic notices or to use websites or phone apps to receive or give notices.

We hope these comments provide concrete options for improvement of the code. MLA welcomes the opportunity to work with you further in this endeavor. Please do not hesitate to

reach out if you have any questions or require additional information. Again, we thank you for your invitation to provide these comments and for your commitment to fair treatment of Rockville renters.

Sincerely,

A handwritten signature in black ink that reads "Jani S. Tillery". The signature is written in a cursive, flowing style.

Jani S. Tillery, Chief Attorney, MLA Montgomery County Office

cc: Alice Mutter, Supervising Attorney, MLA Montgomery County Office
Zafar Shah, MLA Advocacy Director for Human Rights to Housing
Katherine Gillespie, MLA Deputy Legal and Advocacy Director

**Jews United for Justice input for the
Rockville Landlord-Tenant Code Update
June 16, 2025**

Many thanks to Jane Lyons-Raeder for inviting Jews United for Justice (JUFJ) to share our input regarding the Rockville landlord-tenant code. JUFJ organizes more than 2,000 Jews and allies across Montgomery County to advocate for social, economic, and racial justice, including more than 200 people who live in the city of Rockville.

Jewish texts are full of conversation, laws, and traditions about the obligations of landlords and tenants, which offers a model for creating just and effective regulations and enforcement. There is also a clear priority placed on ensuring all people, no matter their family or economic status, have access to housing. In one powerful example, the prophet Isaiah speaks directly to the wealthy landowners to warn them that when they “add house to house and join field to field until there is room for none but you to dwell in the land” that their exclusionary actions mean that instead of “justice there is injustice” and instead of “equity there is inequity.”

Here are our thoughts in reply to the questions shared by the Department of Housing and Community Development:

1. What challenges are the tenants you work with most frequently facing?

What we hear from our community members is that the biggest challenge is rising rent prices, which makes it difficult for longtime Rockville residents to stay in their homes and makes it impossible for prospective residents to find housing in Rockville. This is causing a strain on families, both when older family members are priced out and need to uproot their lives and when young people can’t find affordable rents near their families.

2. Have you noticed any recent trends in those challenges?

Unfortunately, the past year especially has seen a sharp spike in rent increases and wages just aren’t keeping up. Other community partners we work with are seeing increasing numbers of evictions and homelessness. And affordable alternatives are few and far between.

3. Have you noticed any discrepancies between Montgomery County and the City of Rockville’s landlord-tenant codes? Are those discrepancies beneficial or harmful to tenants?

Montgomery County has already recognized the rent crisis and passed rent stabilization. In Rockville, without these protections, tenants are left exposed to even larger and more unpredictable rent hikes. The landlord-tenant code in Rockville doesn't offer the same level of stability or security that tenants in Montgomery County now have. Under Rockville Section 18-194 "Landlords are encouraged to hold rent increases at the lowest level possible", but without a rent stabilization policy there is no accountability.

With this inequitable system, Rockville tenants are at a clear disadvantage. While renters in the rest of Montgomery County have some peace of mind knowing their rent can't suddenly jump by 10% or 15% overnight, Rockville tenants are left worrying each time their lease comes up for renewal. This discrepancy deepens inequality and pushes more long-term residents out of Rockville.

4. In what ways, if any, do you have to adjust the ways you work with tenants in the City of Rockville?

Working with tenants in Rockville often means preparing for the worst, with people being priced out of their rental units. In the rest of Montgomery County, since there is already rent stabilization, we can focus on long-term planning. We see the gap between the two jurisdictions growing, which is putting more pressure on Rockville families every day.

5. What data/information would be the most beneficial for you/tenants to know about landlords?

We would benefit from public data on how often and by how much landlords are raising rents and how many evictions are being filed. We would also like to see a breakdown of the landlords who are following code provisions and the landlords who are in violation. This information would help tenants make informed choices and help the city hold landlords accountable.

6. One area of focus for us is fees. Are there any types of fees in particular you have noticed that pose a barrier or additional burden to tenants?

Fees are a significant issue for tenants, which is why Montgomery County's rent stabilization law addresses fees specifically. The law only allows specific fees and it puts a cap on each one. Here is the language for Montgomery County: *"The Rent Stabilization Regulation only allows the following fees for rent-regulated units: application fees; late fees; pet fees and deposits; lost key fees; lock out fees; internet/cable fees; and parking fees. A landlord is not permitted to charge fees*

other than those listed within the Regulation unless a tenant opts into the service. A landlord of a regulated unit must not charge unapproved fees or exceed the limits found within the Regulation after October 21, 2024.”

7. We are interested in requiring landlords to provide relocation assistance in certain instances. In what types of situations would relocation assistance be beneficial to a tenant? For example, redevelopment, large rent increases, etc.

Relocation assistance is always helpful to displaced tenants, as is financial support to obtain storage for the tenant's possessions, especially when there is a gap between eviction/displacement and finding a new place to live. However, our priority is keeping people in their current homes, which is why stabilizing rents is so important.

8. Do you have any other feedback about what may be beneficial to remove, add, or change in the city's landlord-tenant code?

While we appreciate the city's review of the landlord-tenant code, our priority is ensuring stable rents for Rockville's tenants, so that we can prevent displacement and stabilize the community's rental options for the long term.

9. Who else should we be speaking with?

We are glad to see that the Department of Housing and Community Development is reaching out to many community groups. We encourage the department to conduct door to door canvassing of rental units, especially in lower cost buildings, so that you can hear directly from the most impacted community members.



Comments on the City of Rockville's Chapter 18 – Landlord-Tenant Code Update

May 18, 2026

The Apartment and Office Building Association (AOBA) of Metropolitan Washington submits these comments on behalf of its members on the proposed update to Chapter 18 of the Rockville City Code – Rental and Landlord-Tenant Relations. AOBA represents the owners and managers of tens of thousands of apartments throughout the region, including properties operating within the City of Rockville.

AOBA supports the City's goal of promoting safe housing conditions and fair landlord-tenant relations. However, the proposed ordinance represents a substantial overhaul of existing law and incorporates numerous policy changes that need careful consideration. In Montgomery County, each of these sections was a standalone bill that the Council enacted only after separate bill hearings and multiple work sessions.

The City should seek to maintain consistency with county and state law wherever possible and avoid creating standards that are more restrictive or materially different from neighboring jurisdictions. Layering federal, state, county, and municipal requirements creates compliance burdens and a regulatory environment that discourages continued housing investment.

AOBA respectfully urges the City to slow the process and evaluate each substantive proposal independently. The following are AOBA's recommended revisions to the code update.

Section 18-80. Violation or Defective Tenancy Found.

The proposed language limits all security deposits to one month's rent. Maryland law, however, expressly authorizes landlords to collect a security deposit of up to two months' rent under certain circumstances. Section 8-203(b)(2) of the Maryland Real Property Article allows a security deposit of up to two months' rent where:

- the tenant qualifies for utility assistance through the Department of Human Services;
- the lease requires utility payments directly to the landlord; and
- the tenant and landlord agree in writing to the amount.

The proposed language appears inconsistent with state law and may inadvertently prohibit circumstances expressly authorized under Maryland statute. The ordinance should be revised to incorporate these statutory exceptions and avoid conflict with state law. Limiting security deposits to one month's rent may lead to more application denials and stricter tenant screening, particularly for applicants with a history of late or missed utility payments.

Section 18-96. Occupancy Limits.

The proposed code limits rental unit occupancy to a single "household," but does not provide a definition of household. Many renters, including younger individuals, workforce households, and individuals facing housing affordability challenges, rely upon shared housing arrangements. Without additional clarification, this provision could create confusion over whether unrelated individuals sharing a dwelling are permissible occupants.

The City should consider using the following definition of household:

- (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.

Section 18-115. Rental Facility Inspections.

The proposed ordinance allows the City Manager to authorize the tenant to repair-and-deduct housing code violations that cost up to two month's rent. However, the ordinance lacks important safeguards. First, the ordinance does not establish clear timelines for repairs. Montgomery County, for example, distinguishes between life-safety and non-life-safety violations and establishes differing correction periods for each. Under COMCOR 29.22.01.03, landlords are given 24 to 48 hours to correct life-safety violations and 15 to 30 days for non-life-safety violations.

Second, the County places limitations on repair-and-deduct authority by excluding major capital replacements, cosmetic matters, and tenant-caused damage. Third, the proposal allows tenants to deduct up to two months' rent, while the County limits deductions to one month's rent.

AOBA recommends:

- establishing defined correction timelines for different classes of violations;
- excluding HVAC replacement, cosmetic repairs, and tenant-caused damages;
- limiting repair-and-deduct authority to one month's rent; and
- clarifying eligible repairs.

Without these guardrails, the proposal could create uncertainty and operational disputes regarding repair responsibilities.

Section 18-127. Rental Multiple-Unit Dwellings.

The proposed ordinance requires on-site personnel for properties containing 100 or more units. AOBA is concerned that this threshold creates an unnecessary operational burden and appears arbitrary. Advances in property management technology, centralized staffing, and professional management practices increasingly allow property managers to provide responsive service without requiring an employee to physically reside on site.

The City should only require a responsible contact capable of responding promptly to tenant emergencies. AOBA recommends revising this provision to mirror the approach in subsection (2)(b), which allows properties to provide contact information for a designated representative.

Section 18-146. Lease Contents.

Subsection (15) Notice of entry.

The ordinance requires 24-hour written notice in advance of any inspections or repairs, including situations where tenants request repairs. In many instances, property management staff may be able to respond to a tenant repair request within 24 hours. Requiring this notice period for tenant requested repairs would only delay response times. The City should clarify that advance notice requirements do not apply where the tenant requests repairs.

Subsection (16) Subleasing

Under the proposed ordinance, landlords can require written permission to sublease, but the permission cannot be “unreasonably withheld.” The code does not define what constitutes unreasonably withholding permission for subleasing. Responsible property management requires thorough tenant screening to ensure the safety and stability of the community. That includes screening prospective tenants and sublessees for creditworthiness and criminal background.

Without clarification, the provision could create uncertainty regarding subleasing to roommates or short-term rentals. Landlords must retain the ability to conduct lawful screening, prohibit short-term rentals, and hold the lessee responsible during sublease periods. Many multifamily communities operate under loan documents and financing agreements that restrict short-term occupancy arrangements. Violations of these agreements can create portfolio-wide financial consequences. The ordinance must explicitly allow landlords to deny subleasing arrangements

involving short-term rentals or prospective subtenants that do not meet lawful screening standards.

Section 18-148. Price Coordination and Algorithmic Devices.

AOBA appreciates the City's interest in ensuring a competitive housing market, but members are concerned with both the underlying premise and the lack of several key definitions. Algorithmic devices are a revenue management tool that help landlords keep up with rising operating expenses and shifting market dynamics.

The proposed ordinance, on the other hand, appears premised on the assumption that algorithmic devices are exacerbating the affordability crisis. This premise is flawed because this software does recommend rent decreases when the market conditions dictate it. Housing supply, not analytical software, remains the primary determinant of rent. In fact, markets with substantial housing production have some of the highest reported usage of algorithmic devices, yet they have also experienced the sharpest decreases in rent. Renters in Austin, TX, for example, saw rent decreases of 6% from 2023 to 2024,¹ despite nearly half of the landlords in the city reportedly using algorithmic devices.²

AOBA recommends a more balance approach that includes definitions of “non-competitor data” and “coordinated pricing.” Several states and municipalities have enacted ordinances that include definitions of these terms. The City of Berkeley, California, for example, defines those terms as follows:³

A. "Coordinated pricing algorithm" means any analytical or computation process that uses Competitor Data to calculate and recommend rent prices, fees, occupancy rates or other rental contract terms for future leases in coordination between one City of Berkeley landlord and one or more of such landlord's competitors, including through a third-party vendor. A "coordinated pricing algorithm" includes a product that incorporates a coordinated pricing algorithm, but does not include

(a) a product or process that generates or presents any report, study, or presentation that publishes rental data in an aggregated and anonymous manner but does not recommend rent prices, fees, or occupancy rates or other rental contract terms for future leases;

¹ <https://www.bizjournals.com/houston/news/2024/01/28/houston-apartment-rents-are-down-in-2023.html>

² <https://www.washingtonpost.com/business/interactive/2025/realpage-lawsuit-rent-map/>

³ <https://berkeleyca.gov/sites/default/files/documents/2025-06-24%20Item%2001%20Amendments%20to%20Ordinance%20Prohibiting%20the%20Sale.pdf>

(b) a product used for the purpose of establishing rent or income limits in accordance with the affordable housing guidelines of a local government, the state, the federal government, or other political subdivision; or

(c) a product or process that provides or uses, or the provision or use of, information for the purpose of

(i) conducting market research for project financing,

(ii) conducting an appraisal, or

(iii) conducting research, testing, or training for software development.

For clarity, "research, testing, or training for software development" includes without limitation the use or processing of Competitor Data in the development, training, or testing of predictive or machine learning models so long as any such data is not used as an input in the operation of the model at the time a recommendation is calculated for publication or provision to a City of Berkeley landlord.

B. "Competitor Data" means information that is not available to the general public concerning actual rent prices, occupancy rates, lease start and end dates, and 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.

These definitions also align with the U.S. Department of Justice (DOJ) 2025 settlement with RealPage.⁴ In that settlement, the DOJ determined that real-time non-public competitor data is the most competitively sensitive, but that algorithmic device models can be trained on backward looking or sufficiently aged data. This approach protects renters while allowing landlords to conduct comprehensive market analysis. AOBA recommends that Rockville adopt the Berkeley definitions of coordinated pricing algorithm and competitor data.

Section 18-149. Miscellaneous.

The proposal prohibits landlords from including eviction history questions on rental applications. AOBA recommends clarifying that landlords may still consider eviction history during screening after an application is submitted and where otherwise permitted by law. Without clarification, the proposal could create ambiguity regarding lawful tenant screening practices.

Section 18-161. Tenant Organizations.

⁴ <https://www.justice.gov/opa/media/1419406/dl>

AOBA supports tenant engagement but cautions that County landlords have struggled with unverified groups claiming to represent tenants. The City ordinance should establish objective criteria for access rights, such as requiring incorporation, official documentation, or resident signatures. Without these guardrails, landlords would be forced to determine organizational legitimacy without guidance, likely resulting in disputes, misuse of common spaces, and an increase in complaints to the City.

Section 18-163. Regulation of Fees.

Subsection (a)(1) Rent payment fees.

Many AOBA members collect electronic rent payments through third-party providers. While these providers typically do not charge fees for ACH withdrawals, they do charge processing fees for tenants using debit or credit cards to pay rent. These fees range from a flat rate to a percentage of the transaction amount. AOBA recommends that the fee restriction be limited to non-electronic rent payments and ACH withdrawals.

Subsection (a)(2) Services or amenities previously included in the rent.

As drafted, this language could permanently prohibit landlords from introducing utility cost recovery structures, such as water submetering, or modern utility billing methods such as ratio utility billing systems (RUBS). Both practices are governed by state law and should be expressly exempt from the fee section.

Subsection (a)(4). Recovery of charges limited to 45 days.

This subsection only allows landlords to recover charges within 45 days. However, many charges may be billed in longer intervals. Water bills, for example, may be billed in 90-day increments, and the bill may be due 120 days from when the charges were first incurred. AOBA recommends increasing this to 120 days.

Subsection (a)(5) Utility & trash administrative or processing fees.

State law already governs utility processing fee amounts. This year, for example, the General Assembly passed House Bill 220⁵ and Senate Bill 130,⁶ which establish procedures for landlords to submeter master-metered buildings and recover submetered water charges. This law caps the administrative processing fee for water submetering to \$1 per unit per month, which is also the cap for energy utility billing. The City should not prohibit a fee expressly allowed by state law.

⁵ <https://mgaleg.maryland.gov/mgawebsite/Legislation/Details/hb0220?ys=2026rs>

⁶ <https://mgaleg.maryland.gov/mgawebsite/Legislation/Details/SB0130?ys=2026RS>

This section should also include an exemption for valet trash service. This service allows tenants to place their garbage in fire-retardant canisters outside of their unit where it is collected by a valet trash company. Many AOBA members and tenants value this service for its convenience and its ability to keep trash areas clean.

Subsection (c)(10). Storage.

The ordinance permits storage fees except those “within or associated with a dwelling unit.” AOBA does not object to restrictions on charging fees for storage within a unit, but the language for storage associated with a unit should be stricken. Many multifamily buildings have storage spaces available to all tenants for rent. When tenants opt to use those storage spaces, it is often added to the lease and, therefore, becomes associated with the unit.

Subsection (e) Implementation.

This section requires landlords to disclose fees to tenants prior to signing the lease. Under RUBS, however, utility charges vary based on usage and cannot always be predetermined. AOBA recommends excluding utilities from disclosure and limiting the restriction to services included during the immediately preceding lease term.

Section 18-178. Relocation Assistance

While well-intentioned, tenant relocation assistance that is overly broad or lacks sufficient guardrails will only raise housing costs for all renters. The proposed ordinance requires additional clarity concerning displacement standards and financial obligations. First, the City should make an affirmative finding regarding the cause of displacement before assistance is triggered. Otherwise, the provision may create disputes between tenants and landlords over whether a displacement was “beyond the control” of the landlord or not.

Second, subsection b (6) requires landlords to cover the cost of alternate housing for temporarily displaced tenants more than the amounts covered by the tenant’s renters insurance. Renters insurance policies are private transactions and landlords cannot be held responsible for tenants that fail to purchase adequate coverage. This requirement will only lead to disputes between landlords and tenants over insurance benefits. Lastly, subsection (b)7(b) states that “temporary relocation assistance obligations cease upon termination of the tenancy due to a formal eviction,” but the term formal eviction is not defined. AOBA recommends changing formal eviction to “the execution of a warrant of restitution.”

Section 18-180. Requirements prior to lease signing or renewal.

Subsection (b) requires a landlord to disclose mandatory fees to a tenant whenever a price is displayed or advertised including online. The online disclosure should only apply to websites controlled by the landlord not third-party rental listing websites. Third-party sites often scrape

landlord websites for their information, but landlords should not be held liable for incorrect or missing information on a third-party website.

Section 18-195. Mandatory reporting requirements.

Multifamily ownership structures frequently involve partnerships, investment entities, and layered ownership arrangements. Requiring broad ownership disclosure requirements may prove difficult and unnecessary because Maryland already requires disclosure of resident agents and many properties maintain on-site management personnel. AOBA recommends relying on existing state disclosure frameworks and local contact requirements rather than imposing duplicative ownership reporting obligations.

Conclusion

AOBA appreciates the City of Rockville's efforts to modernize Chapter 18 and promote safe housing conditions and fair landlord-tenant practices. However, many of the proposed revisions represent significant policy changes that would impose new operational requirements, create inconsistencies with state and county law, or introduce uncertainty into existing housing practices.

The City should prioritize consistency with established legal frameworks and avoid adopting provisions that create unnecessary compliance burdens or discourage housing investment. Where policy changes are contemplated, AOBA respectfully recommends a more deliberate and targeted approach that evaluates each proposal independently and incorporates clear standards, definitions, and implementation safeguards.

AOBA looks forward to continuing to work collaboratively with the City and stakeholders to develop policies that protect residents while supporting the long-term stability and affordability of Rockville's housing market.

For more information, please contact Brian Anleu at [REDACTED]



Work Session – Chapter 18 Code Update, Rental Facilities and Landlord-Tenant Relations

February 23, 2026

The Apartment and Office Building Association (AOBA) of Metropolitan Washington is a nonprofit trade association representing the owners and managers of 430,000 residential units across the Washington Metropolitan region. Of that portfolio, AOBA members own or operate more than 6,500 multi-family apartment units in Rockville, totaling approximately \$1 billion in state-assessed value. On behalf of its member companies, AOBA submits the comments below on the Chapter 18 code update.

Background Check Restrictions

AOBA does not oppose aligning Chapter 18 with the County’s Housing Act but is opposed to any provision that prohibits landlords from asking about or considering eviction records prior to tenancy. Evictions for non-payment of rent are not arbitrary events and can take six months or more to be adjudicated in the county. These cases are costly and typically do not result in a monetary judgement against the tenant. Consequently, landlords typically only recover possession of the unit and often do not recover owed rent.

Removing the ability to ask or consider eviction records would force landlords to rely more heavily on credit scores or income thresholds. It may also lead to increased security deposits up to the state maximum of one-month's rent. These changes could reduce housing access for lower- or moderate-income renters. It would also increase financial risk at a time when many landlords are already facing increased operating costs and high delinquency rates.

Furthermore, tenants are already able to shield eviction records that do not result in a judgement against the tenant or where the tenant exercised the right of redemption to prevent the eviction.¹ For these reasons, AOBA urges the Mayor and Council to reject the staff recommendation to prohibit landlords from asking about eviction history on rental applications.

Relocation Assistance

Tenant relocation assistance should only be required when the tenant is displaced because of the landlord’s action or inaction. For example, displacement caused by a landlord’s failure to correct housing or building code violations that result in the unit being condemned. Relocation assistance

¹ Maryland Real Property Article §8–502 & §8–503

should not be required for tenant caused displacement or natural events, such as fires or flooding, respectively. Requiring relocation assistance in these cases will only serve to increase the cost of housing.

In the event of a landlord caused displacement, the City must find that the landlord could have affirmatively prevented the situation leading to displacement. In addition, the three-month rent payment should be tied to the actual tenant's rent, not the median market rent. Lastly, a landlord must not be required to provide a relocation payment or right of first refusal if the tenant accepts the landlord's offer to be relocated to another comparable unit that is owned or managed by the landlord.

AOBA appreciates the opportunity to submit comments on this section of the Chapter 18 code update. For more information, please contact Brian Anleu at [REDACTED]

May 18, 2026

Office of the City Clerk/Director of Council Operations
Rockville City Hall
111 Maryland Avenue
Rockville, MD 20850

Dear Mayor Ashton and Members of the Rockville City Council:

I write to respectfully oppose the proposed ordinance that would prohibit the use of non-public competitor data in algorithmic pricing software for residential rental housing. While I appreciate the Council's commitment to housing affordability, the ordinance rests on a flawed premise and would ultimately harm the very renters and housing providers it is intended to protect.

Modern revenue management software provides substantial benefits across the apartment ecosystem. For property owners and operators, these tools replace guesswork with data-driven pricing that helps stabilize revenue, improve operational efficiency, and support ongoing investment in property maintenance and capital improvements. For residents, the benefits are equally tangible: pricing technology enables operators to offer a wider range of lease terms and unit configurations, match supply with demand more efficiently, and reduce costly vacancies — costs that would otherwise be passed on to renters. The multifamily housing industry operates on narrow operating margins, and the efficiencies created by analytical pricing tools help keep rents more competitive than they otherwise would be.

It is also important to recognize the true driver of rent inflation: a persistent shortage of housing supply. Rockville and the broader Washington metropolitan region continue to face significant housing constraints driven by rising demand, limited supply, regulatory barriers, and high development costs. When demand substantially exceeds supply, rents rise — with or without the assistance of pricing software. Targeting analytical tools as a cause of rent inflation misdiagnoses the problem and risks diverting policymaking attention away from the meaningful solutions that will actually improve affordability: zoning reform, streamlined permitting, and policies that encourage new multifamily housing development.

The experience of Sun Belt markets further demonstrates that housing supply — not pricing software — is the primary determinant of rent growth. In many Sun Belt metropolitan areas, where revenue management software is used more frequently than in the mid-Atlantic or northeast, rents have remained flat or have declined in recent years, in some cases by double-digit percentages. These markets have been able to moderate rent growth because they have added substantial new housing supply at a rapid pace. Where local policies make it easier to build new multifamily housing, increased supply places downward pressure on rents regardless of whether housing providers use market analysis software. This real-world market experience strongly undercuts the claim that pricing software itself is responsible for rising rents.

The ordinance specifically targets the use of “non-public competitor data,” yet notably fails to define that critical term. This omission creates substantial ambiguity for housing providers, software companies, the marketplace, generally, and even the City of Rockville. Regulated parties should not be left to speculate about what information may or may not be prohibited, particularly where violations

could carry significant legal or financial consequences. The absence of a clear definition raises serious concerns regarding enforceability, consistency, and due process.

Moreover, in practice, the ordinance appears directed at the use of actual lease transaction data — the rents achieved in executed leases. When combined with publicly available asking rents and broader market information, this data provides housing providers with a more accurate understanding of prevailing market conditions. Actual lease transaction data allows operators to make more rational and calibrated pricing decisions based on real market performance rather than incomplete or outdated information.

Importantly, the use of market data to inform pricing decisions is common and lawful across virtually every sector of the economy. Similar analytical tools are widely used in industries ranging from hospitality and airlines to retail and commercial real estate. Prohibiting the use of certain categories of market information in housing operations would create an inconsistent regulatory framework that singles out one industry without evidence that such restrictions would improve affordability outcomes.

I respectfully urge the City Council to reject the proposed ordinance as it unintentionally limits tools that improve market transparency and efficiency, while failing to address the underlying drivers of high housing costs, such as limited supply. I welcome the opportunity to discuss these issues further and would be happy to provide additional information at the Council's request.

Respectfully submitted,

Mike Semko
Senior Vice President
RealPage, Inc.

Landlord-Tenant Feedback Survey

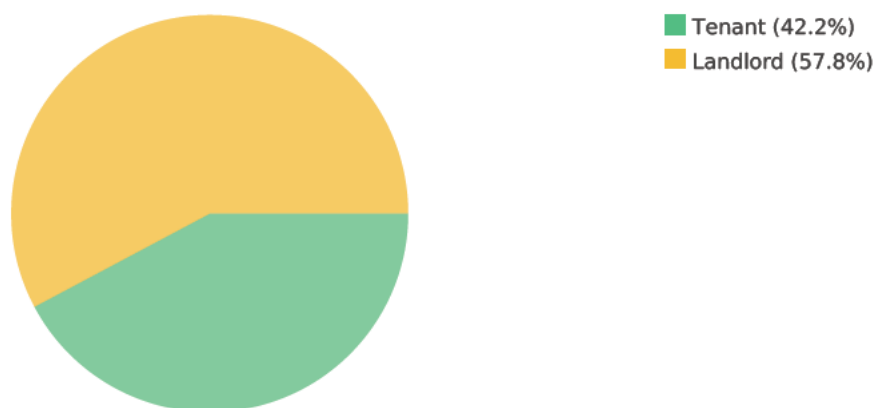
SURVEY RESPONSE REPORT

22 March 2021 - 15 June 2026

PROJECT NAME:

Landlord-Tenant Code Rewrite

Q1. Are you a landlord or tenant?

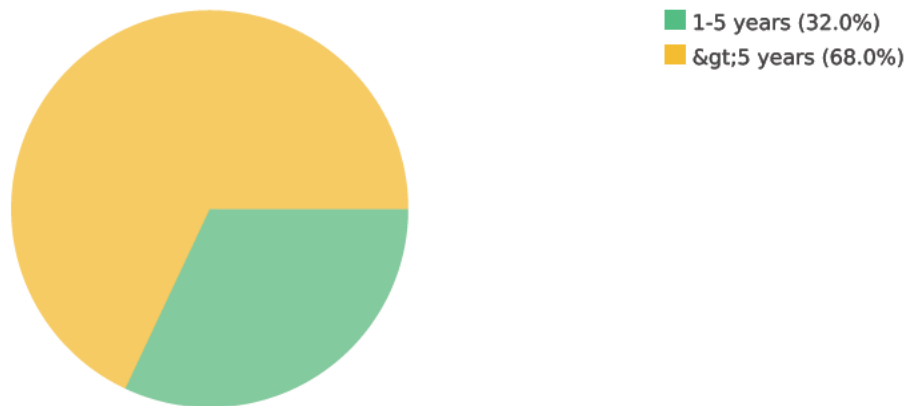


Question options	responses	%
● Tenant	19	42.2
● Landlord	26	57.8

45 responses · 0 skipped

Question type : Radio Button Question

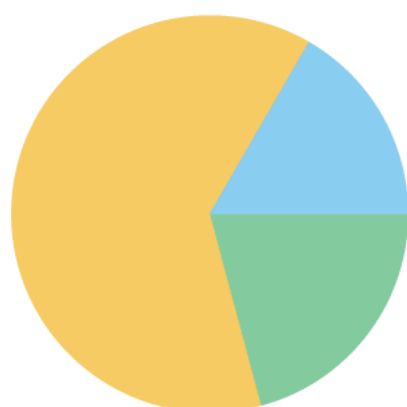
Q2. How long have you been a landlord in the City of Rockville?



Question options	responses	%
1-5 years	8	32.0
>5 years	17	68.0
<1 year	0	0.0

Optional question · 25 responses · 20 skipped

Question type : Radio Button Question

Q3. How would you rate your familiarity with your rights and responsibilities as a landlord, per city code?

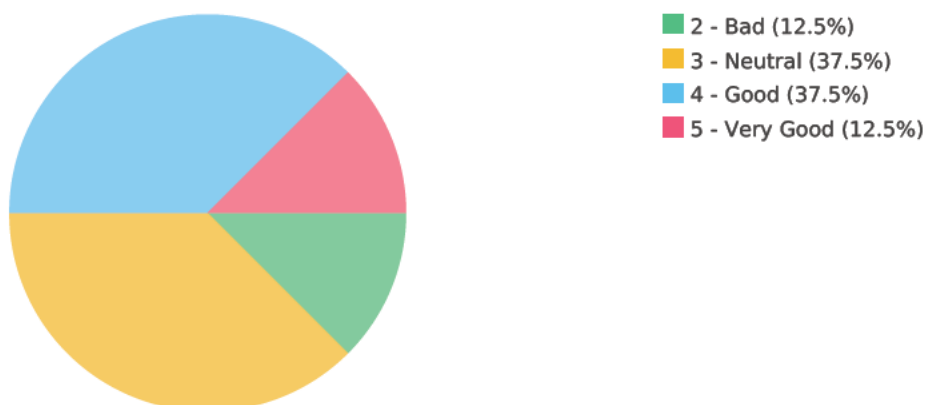
2 - A little familiar (20.8%)
3 - Pretty knowledg... (62.5%)
4 - Extremely well-... (16.7%)

Question options	responses	%
2 - A little familiar	5	20.8
3 - Pretty knowledgeable	15	62.5
4 - Extremely well-informed	4	16.7
1 - Not familiar at all	0	0.0

Optional question · 24 responses · 21 skipped

Question type : Dropdown Question

Q4. How would you rate your experience as a landlord in Rockville?



Question options	responses	%
● 2 - Bad	3	12.5
● 3 - Neutral	9	37.5
● 4 - Good	9	37.5
● 5 - Very Good	3	12.5
● 1 - Very Bad	0	0.0

Optional question · 24 responses · 21 skipped
Question type : Dropdown Question

Q5. What are the top three challenges you face as a landlord?

Kstowell 5/20/2025 10:19 AM	The inspection fee is high (several hundred dollars). Montgomery county offers a template for a lease and much greater resources online for first time landlords.
Tmason3 5/20/2025 10:25 AM	Changes to the rental license and requirements
Thepank25 5/20/2025 10:31 AM	Lead inspections on each new tenant instead of just set number of years Requirements on older homes. If updated for existing tenants, how do we expand rent
Cticocroft 5/21/2025 11:27 AM	
Rjandreoli89 5/26/2025 08:37 PM	
Cmadden 5/27/2025 03:33 PM	
Keahlello 5/28/2025 11:11 AM	
DickSt 5/30/2025 01:36 PM	Tenants who damage properties; tenants who don't follow lease terms and conditions; tenants who think a City office will support them if they damage property
Watsoa 6/08/2025 12:36 PM	
Tino 6/26/2025 06:20 AM	
Anonymous 7/08/2025 07:19 AM	
Anonymous 7/09/2025 06:32 AM	Not being allowed to offer short tem rentals in my home where I also live.
Anonymous 7/10/2025 07:57 AM	
Anonymous 7/10/2025 05:34 PM	
Anonymous 7/17/2025 11:01 AM	
Anonymous 7/19/2025 04:13 AM	
Anonymous 8/24/2025 03:10 PM	
Anonymous 8/25/2025 02:24 PM	
Anonymous 11/03/2025 03:40 AM	

Anonymous

11/29/2025 06:39 AM

Anonymous

12/07/2025 02:55 PM

Anonymous

2/17/2026 04:35 PM

Irregular inspections; tenants who do not understand or accept their responsibilities; damage done to units, without concern from tenants

Anonymous

2/23/2026 05:32 AM

Anonymous

3/25/2026 05:09 PM

Anonymous

3/26/2026 01:39 PM

Property taxes are challenging the profitability of providing property for rent to those in need.

Anonymous

3/26/2026 01:41 PM

Anonymous

3/26/2026 01:51 PM

Having to do inspections every couple years because either I am away or the tenant is unavailable. If we have checked the boxes to be certified lead free and are all above board could you please find another way to make sure we are in compliance? The inspections don't seem necessary especially if the landlord also has insurance and must provide proof the house is properly maintained.

Anonymous

3/26/2026 02:42 PM

The HOA management Co. Woodmont Springs, property maintenance/management, and budget management; as well as the community rules

Anonymous

3/26/2026 02:47 PM

Options when a tenant does not pay their monthly payment.

Anonymous

3/26/2026 03:02 PM

1. Landlord friendly regulatory body. The city of Rockville Landlord and Tenant affairs relays on Montgomery County. An organization tenant biased
2. Recuparate damages to the property by tenants due to the high cost of material and labor
3. Continue rising cost of maintaining properties such as taxes, insurance, replacement items.

Anonymous

3/26/2026 06:15 PM

-When a tenant loses his//her income and do not inform landlord in time
- keeping up to date with rules I.e. I.e. rental license, , yearly MDE regulation and compliance,

Anonymous 3/26/2026 06:25 PM	1. Bedbugs/roaches, 2. rising costs overall, and 3. difficulty with the bureaucracy and inefficiency of Rockville Housing Enterprises. 1. Our tenant is doing better at keeping a clean house, but it has been a very expensive and frustrating year constantly teaching her how to keep the place sanitary, for her family's health and to avoid HOA fines for trash, recycling, and other offenses. We have had to dun her for the bedbug inspection; the mitigation we paid for (she is Section 8 and couldn't afford it herself). Oof. 2. Because of upkeep/rising costs of every kind plus vermin mitigation, our CPA says we made no money from our rental property last year. Zero. 3. This is our longest-term problem. RHE is short-staffed, has high turnover, gives contradictory information, and is generally a pain to deal with. After giving us wrong information for years about smoke-alarm requirements, RHE gave us less than 24 hours to replace our alarms with new ones after we failed an inspection we had previously (erroneously) "passed" several times. We don't feel we can trust this agency and certainly not for anything timely.
Anonymous 3/26/2026 06:49 PM	DEALING WITH THE UNFAIR ROCKVILLE COURT SYSTEM JUDGES AND PROCESS. DEALING WITH THE UNFAIR LANDLORD TENANT LAWS WHICH ARE SKEWED TOWARDS ONLY HELPING LANDLORDS. DEALING WITH THE FACT THAT THE PATHETIC MONTGOMERY ELECTED LEADERS DO NOTHING TO DEAL WITH AFFORDABLE HOUSING AND INSTEAD JUST MAKE IT EASY FOR TENANTS TO RIP OFF LANDLORDS BY NOT PAYING THEIR RENTS AND USING THE LEGAL SYSTEM TO CONTINUE LIVING IN PROPERTIES AND NOT PAY.
Anonymous 3/26/2026 07:48 PM	Finding good tenants
Anonymous 3/27/2026 04:10 AM	1. Tenants maintaining both the interior and exterior of the property as per the terms of the lease. 2. Had one tenant who, it turns out, abused the Emotional Support Animal clause. I agreed to the initial 2 dogs, but she registered a third dog. This would have been messy, but I decided to sell after 10 years of owning that property.
Anonymous 3/27/2026 07:12 AM	Repetitive and unnecessary lead testing, excessive HOA fees, leading to diminishing profitability %.
Anonymous 3/27/2026 11:16 AM	1. upkeep of house and property by tenant 2. Current rent lower than other available housing difficulty in raising rent beyond limitations in city of Rockville.
Anonymous 3/28/2026 06:26 PM	Unclear of all the regulations, inspections, etc.
Anonymous 3/29/2026 11:48 AM	High cost of maintenance and management, appliances broke too often.
Anonymous 3/30/2026 12:08 PM	I will say for me is the property taxes that it been increased every year . Everything else I have a really good tenant living there for more the 18 or 19 years it's really hard for tenants and landlord to afford all the increases
Anonymous 4/02/2026 09:17 AM	Cumbersome inspection and lead base pint inspections

Anonymous

4/02/2026 06:06 PM

Anonymous

4/03/2026 06:33 AM

Anonymous

4/07/2026 02:23 PM

Getting rent paid on time.

Trying to comply with too many city/county ordinances.

Costs of being a landlord.

Anonymous

4/14/2026 08:30 AM

I would appreciate it if the 2-year inspection schedule could be changed from every 2 years to every 5 years.

Optional question · 24 responses · 21 skipped

Question type : Essay Question

Q6. If you own properties elsewhere, what differences have you noticed between those jurisdictions and Rockville?

Kstowell	N/a
5/20/2025 10:19 AM	
Tmason3	The Rental License requirement
5/20/2025 10:25 AM	
Thepank25	N/a
5/20/2025 10:31 AM	
Cticocroft	
5/21/2025 11:27 AM	
Rjandreoli89	
5/26/2025 08:37 PM	
Cmadden	
5/27/2025 03:33 PM	
Keahlello	
5/28/2025 11:11 AM	
DickSt	More regular property inspections in Rockville, with OK experience;
5/30/2025 01:36 PM	
Watsoa	
6/08/2025 12:36 PM	
Tino	
6/26/2025 06:20 AM	
Anonymous	
7/08/2025 07:19 AM	
Anonymous	I only own one property and rent out a portion of it while living in the rest.
7/09/2025 06:32 AM	
Anonymous	
7/10/2025 07:57 AM	
Anonymous	
7/10/2025 05:34 PM	
Anonymous	
7/17/2025 11:01 AM	
Anonymous	
7/19/2025 04:13 AM	
Anonymous	
8/24/2025 03:10 PM	
Anonymous	
8/25/2025 02:24 PM	
Anonymous	
11/03/2025 03:40 AM	
Anonymous	
11/29/2025 06:39 AM	

Anonymous 12/07/2025 02:55 PM	
Anonymous 2/17/2026 04:35 PM	Cost of permit which does not exist in other counties
Anonymous 2/23/2026 05:32 AM	
Anonymous 3/25/2026 05:09 PM	
Anonymous 3/26/2026 01:39 PM	
Anonymous 3/26/2026 01:41 PM	
Anonymous 3/26/2026 01:51 PM	Those other jurisdictions don't require an inspection every 2 years.
Anonymous 3/26/2026 02:42 PM	Rockville is more supportive, and the licensing process is clearer and more user-friendly; The cost of HOA fees in Rockville has increased over 100% since 2019; Safety has declined in Rockville over the last few years.
Anonymous 3/26/2026 02:47 PM	N/A
Anonymous 3/26/2026 03:02 PM	Rockville as well as MC are biased towards Tenants. Landlords do not receive the support needed to maintaining a decent rental market in the city
Anonymous 3/26/2026 06:15 PM	I own properties in Florida. The insurance coverage and shopping for insurance has been challenging and exhausting.
Anonymous 3/26/2026 06:25 PM	Nope, one property.
Anonymous 3/26/2026 06:49 PM	FRANKLY, UNLESS YOU ARE IN A REPUBLICAN STATE, THE CARDS ARE STACKED AGAINST LANDLORDS. I AM SERIOUSLY THINKING OF SELLING MY PORTFOLIO AND BUYING PROPERTIES IN ALABAMA.
Anonymous 3/26/2026 07:48 PM	An extreme number of rent assisted tenants in Rockville
Anonymous 3/27/2026 04:10 AM	N/A
Anonymous 3/27/2026 07:12 AM	All other properties I own have much better profitability %
Anonymous 3/27/2026 11:16 AM	N/A
Anonymous 3/28/2026 06:26 PM	Different inspections, regulations, etc. than the rest of Montgomery County
Anonymous 3/29/2026 11:48 AM	Parking is more readily available in Rockville
Anonymous 3/30/2026 12:08 PM	I will say that city of Rockville is more strict because they inspect inside and outside the house , but for me it's really good to keep the house in outstanding condition

Anonymous 4/02/2026 09:17 AM	Far fewer restrictions in North Carolina where we own beach rental property
Anonymous 4/02/2026 06:06 PM	
Anonymous 4/03/2026 06:33 AM	
Anonymous 4/07/2026 02:23 PM	Rockville is over regulated.
Anonymous 4/14/2026 08:30 AM	Montgomery County does not require inspections when the rental license is renewed.

Optional question · 23 responses · 22 skipped

Question type : Essay Question

Q7. What data/information would be the most helpful for you to see on a public dashboard of rental properties?

Kstowell 5/20/2025 10:19 AM	Please offer more resources for Rockville landlords similar to what Montgomery County does
Tmason3 5/20/2025 10:25 AM	Not sure
Thepank25 5/20/2025 10:31 AM	Percent of tenants who are delinquent Percent of tenants who transition into squatters Percent of squatters that resolve into successful evictions
Cticocroft 5/21/2025 11:27 AM	
Rjandreoli89 5/26/2025 08:37 PM	
Cmadden 5/27/2025 03:33 PM	
Keahlello 5/28/2025 11:11 AM	
DickSt 5/30/2025 01:36 PM	Number of Single Family, Townhomes and condo/apartment rentals
Watsoa 6/08/2025 12:36 PM	
Tino 6/26/2025 06:20 AM	
Anonymous 7/08/2025 07:19 AM	
Anonymous 7/09/2025 06:32 AM	Requirements I still need to fulfill or are about to expire.
Anonymous 7/10/2025 07:57 AM	
Anonymous 7/10/2025 05:34 PM	
Anonymous 7/17/2025 11:01 AM	
Anonymous 7/19/2025 04:13 AM	
Anonymous 8/24/2025 03:10 PM	
Anonymous 8/25/2025 02:24 PM	
Anonymous 11/03/2025 03:40 AM	
Anonymous 11/29/2025 06:39 AM	

Anonymous 12/07/2025 02:55 PM	
Anonymous 2/17/2026 04:35 PM	Total number of units in each category, SFH, Townhome, 1-3 story apt, and 4 + story buildings
Anonymous 2/23/2026 05:32 AM	
Anonymous 3/25/2026 05:09 PM	
Anonymous 3/26/2026 01:39 PM	Easily accessible list of all documents and lease requirements that must be provided in and with a residential lease.
Anonymous 3/26/2026 01:41 PM	
Anonymous 3/26/2026 01:51 PM	
Anonymous 3/26/2026 02:42 PM	Guidelines to help license applicants on how to meet the requirements to get approval.
Anonymous 3/26/2026 02:47 PM	
Anonymous 3/26/2026 03:02 PM	Actual carrying cost of properties such as taxes, insurance, occupancy rate. Information is needed for landlords to justify rental amounts
Anonymous 3/26/2026 06:15 PM	I would appreciate to see All important obligations by landlord and tenant incl. link Specific important rules, incl. link Tel numbers and emails to reach out for assistance
Anonymous 3/26/2026 06:25 PM	Sorry, don't understand -- what is a public dashboard of rental properties? Something prospective tenants look up?
Anonymous 3/26/2026 06:49 PM	TENANTS ALREADY HAVE MANY INFORMATIONAL ADVANTAGES. THEY DON'T NEED ANYMORE.
Anonymous 3/26/2026 07:48 PM	
Anonymous 3/27/2026 04:10 AM	A cheat-sheet for both landlords and tenants on what the protections are.
Anonymous 3/27/2026 07:12 AM	Nothing comes to mind
Anonymous 3/27/2026 11:16 AM	
Anonymous 3/28/2026 06:26 PM	
Anonymous 3/29/2026 11:48 AM	Changes in codes. market trends.
Anonymous 3/30/2026 12:08 PM	Helpful will be more more assistance in Spanish language for landlord and tenants

Anonymous

4/02/2026 09:17 AM

Anonymous

4/02/2026 06:06 PM

Anonymous

4/03/2026 06:33 AM

Anonymous

4/07/2026 02:23 PM

What is a "public dashboard?" Are referring to rental data, or delinquency data, or inspections? Every rental is unique based upon: neighborhood, size, location, amenities, etc. Perhaps the best info for us would be per cost/sq. ft., rents per cost/sq. ft., and average/median rent increases from year to year.

Anonymous

4/14/2026 08:30 AM

The rental properties in a neighborhood or vicinity.

Optional question · 18 responses · 27 skipped

Question type : Essay Question

Q8. Do you have any other feedback about what may be beneficial to remove, add, or change in the city's landlord-tenant code?

Kstowell

5/20/2025 10:19 AM

Tmason3

Not sure yet

5/20/2025 10:25 AM

Thepank25

5/20/2025 10:31 AM

Cticocroft

5/21/2025 11:27 AM

Rjandreoli89

5/26/2025 08:37 PM

Cmadden

5/27/2025 03:33 PM

Keahlello

5/28/2025 11:11 AM

DickSt

Continue with Clear, and easy to find listing of landlord and tenant responsibilities and laws

5/30/2025 01:36 PM

Watsoa

6/08/2025 12:36 PM

Tino

6/26/2025 06:20 AM

Anonymous

7/08/2025 07:19 AM

Anonymous

7/09/2025 06:32 AM

Anonymous

7/10/2025 07:57 AM

Anonymous

7/10/2025 05:34 PM

Anonymous

7/17/2025 11:01 AM

Anonymous

7/19/2025 04:13 AM

Anonymous

8/24/2025 03:10 PM

Anonymous

8/25/2025 02:24 PM

Anonymous

11/03/2025 03:40 AM

Anonymous

11/29/2025 06:39 AM

Anonymous

12/07/2025 02:55 PM

Anonymous

2/17/2026 04:35 PM

Allow self reporting for things like placement of fire/CO2 alarms with photography

Anonymous

2/23/2026 05:32 AM

Anonymous

3/25/2026 05:09 PM

Anonymous

3/26/2026 01:39 PM

Make it far easier and faster for landlords to evict, when we are clearly being taken advantage of by a non paying tenant. Squatters rights needs to be removed from law. Most landlords are individuals who pay a mortgage and that mortgage should be covered by monthly rent - the idea that we are somehow "robberbarrons" is ridiculous.

Anonymous

3/26/2026 01:41 PM

Anonymous

3/26/2026 01:51 PM

Let landlords provide proof of whatever the city of Rockville needs in place of an inspection. Insurance companies require proof for various items like a security system, sprinklers etc and you simply need to email them and they add it to your file. The inspections are unnecessary in my history as a landlord on top of the fees and testing like Radon that is performed routinely anyhow to make sure conditions are above satisfactory for my tenants.

Anonymous

3/26/2026 02:42 PM

Even though I support regulating rent increases to keep the city rent affordable, and considering the aging state of many properties in the city, I think city should add stipulations allowing landlords to charge their tenants for regular wear and tear maintenance/repair costs or adding it to the monthly rent.

Anonymous

3/26/2026 02:47 PM

Anonymous

3/26/2026 03:02 PM

The city of Rockville needs to level the playing field allowing more landlord representation and more landlord friendly codes

Anonymous

3/26/2026 06:15 PM

Anonymous

3/26/2026 06:25 PM

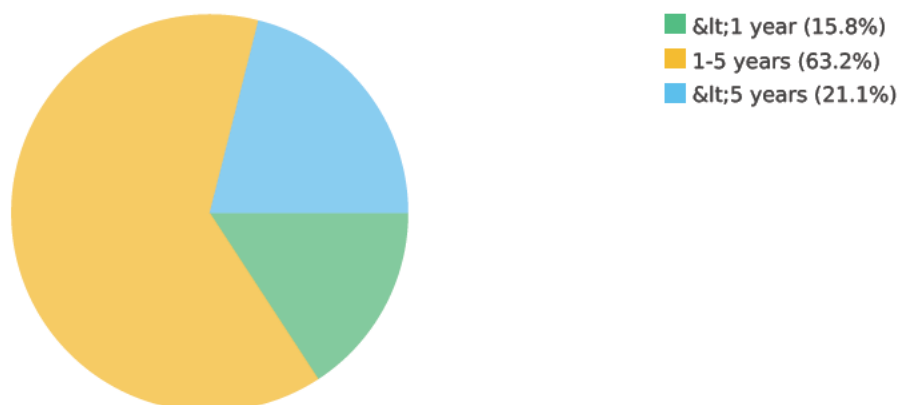
I would NOT want to be locked into a two-year lease. It sounds convenient -- but if we, as one-property landlords, had a less cooperative, amenable tenant who still caused as much trouble as this one, we would definitely want the option of eviction that a two-year lease would not allow us. (Fortunately, as a Section 8 landlord for the time being, we are not allowed to offer a two-year lease.)

Anonymous 3/26/2026 06:49 PM	YES. I WOULD DO AWAY WITH THE SELF HELP CENTER AT THE LANDLORD TENANT COURT. THEY ARE COMPLETELY BIASED TOWARDS TENANTS! THEY ARE RUDE AND OBNOXIOUS TO LANDLORDS. I WOULD FIRE ALL OF THEM. AND REGARDING ANY CODE, YOU NEED TO MAKE IT EASIER TO EVICT TENANTS!! THEY ARE ABUSING THE SYSTEM TO THEIR ADVANTAGE. THEN THEY ARE ABLE TO LITERALLY WALK AWAY WITHOUT PAYING AND LEAVING THE LANDLORDS WITH BIG DEBT. IT IS SOOO UNFAIR. THE LEGAL PROCESS IS ALSO A JOKE!! WHY DO WE HAVE TO WAIT 10 GODAMM DAYS TO FILE A FAILURE TO PAY RENT??!!!! THEY OWE MONEY NOW!!! YOU ARE NOT TEACHING THESE PEOPLE TO BE RESPONSIBLE TENANTS. WHEN THEY DON'T PAY THEIR RENT THEY SHOULD BE TREATED LIKE CRIMINALS WHO STEAL!! IT IS OUTRAGEOUS WHAT THIS COUNTY AND CITY ALLOW THEM TO GET AWAY WITH.
Anonymous 3/26/2026 07:48 PM	
Anonymous 3/27/2026 04:10 AM	There is some confusion on when to go to State code, when to go to County code and when City code applies.
Anonymous 3/27/2026 07:12 AM	No
Anonymous 3/27/2026 11:16 AM	Remove rent cap limitations
Anonymous 3/28/2026 06:26 PM	
Anonymous 3/29/2026 11:48 AM	
Anonymous 3/30/2026 12:08 PM	
Anonymous 4/02/2026 09:17 AM	
Anonymous 4/02/2026 06:06 PM	
Anonymous 4/03/2026 06:33 AM	
Anonymous 4/07/2026 02:23 PM	Both the city and MoCo have made it difficult to be a landlord. We are no longer buying properties to rent in MoCo because of its anti-landlord attitude. Over regulated for: rent controls, licensing, required inspections, and "tenant rights" vs landlord rights.
Anonymous 4/14/2026 08:30 AM	N/A.

Optional question · 14 responses · 31 skipped

Question type : Essay Question

Q9. How long have you been a renter in the City of Rockville?



Question options	responses	%
● <1 year	3	15.8
● 1-5 years	12	63.2
● >5 years	4	21.1

Optional question · 19 responses · 26 skipped
Question type : Radio Button Question

Q10. What are the top three challenges you face as a renter?

Kstowell

5/20/2025 10:19 AM

Tmason3

5/20/2025 10:25 AM

Thepank25

5/20/2025 10:31 AM

Cticocroft

5/21/2025 11:27 AM

Rjandreoli89

5/26/2025 08:37 PM

Cmadden

5/27/2025 03:33 PM

Keahlello

5/28/2025 11:11 AM

Yearly Rent Increases as a 75 year old senior living on a fixed income

Affordability, power during lease renewals/negotiations, flexibility with corporate landlords

High Rent

Rent is too high.
available places
community building

DickSt

5/30/2025 01:36 PM

Watsoa

6/08/2025 12:36 PM

Tino

6/26/2025 06:20 AM

Anonymous

7/08/2025 07:19 AM

Anonymous

7/09/2025 06:32 AM

Anonymous

7/10/2025 07:57 AM

Unpredictable rent increases, difficulty with getting landlords to address problems with the property or grounds. Lack of transparency of fees.

Timely repairs.

Disruptive residents on my floor, smoking pot and playing loud music
I'd rather be paying a mortgage than rent
There's not enough affordable housing - less than 60% AMI

1.Rules enacted by Montgomery County not having to be followed by buildings in the city of Rockville
2. Building management not fulfilling their obligations when it comes to timely repairs
3. Frustration with needing to leave a lease early and no lease buyout rules existing

Anonymous

7/17/2025 11:01 AM

Timely Repairs for what is considered "Non-essential" (such as air conditioning)

Landlord not dealing with inconsiderate other renters

Landlord not enforcing lease to other tenants (re: non-smoking)

Anonymous

7/19/2025 04:13 AM

Landlord abuse especially for vulnerable tenants such as on housing voucher , minorities and disabled .

Fees that are not part of the lease and stealing from renters .

Ridiculous rental increases at least renewal .

Anonymous 8/24/2025 03:10 PM	Poor communication from apartment complex No mention of unique situation in landlord-tenant handbook Poor management at apartment complex
Anonymous 8/25/2025 02:24 PM	1. Price of rent has gone through the roof and 2. finding MPDU units is almost impossible. 3. Finding landlords that absorb the cost of reasonable accomedations that are technically improvements to the unit.
Anonymous 11/03/2025 03:40 AM	Unreasonable rent increase 12% . Big companies which own multiple properties often have lawyer presence - almost always strong arm tenants to sign for higher percentage - I tried city's help in the past and was told that should we go that route, their lawyer will ensure that we will be thrown out due to violation of lease (without saying any specifics), and we will run out of money for defending. All lawyers' changes will be on tenant and they will also ensure that tenants will not get good recommendation. When reminding city's guidelines - often was told that city's guidelines are not law. They increased my rent during COVID from 7 to 12% and consistent then after.
Anonymous 11/29/2025 06:39 AM	1. Insecurity regarding how much the landlord may increase our rent. 2. Unresponsive management. 3. Management is neglectful of common spaces.
Anonymous 12/07/2025 02:55 PM	Unreasonable annual increases Outdated maintenance
Anonymous 2/17/2026 04:35 PM	
Anonymous 2/23/2026 05:32 AM	Cost, being new to the area the difference between what the City of Rockville oversees vs Montgomery County, renewal increases
Anonymous 3/25/2026 05:09 PM	Affordability Building maintenance Management responsiveness
Anonymous 3/26/2026 01:39 PM	
Anonymous 3/26/2026 01:41 PM	
Anonymous 3/26/2026 01:51 PM	
Anonymous 3/26/2026 02:42 PM	
Anonymous 3/26/2026 02:47 PM	
Anonymous 3/26/2026 03:02 PM	
Anonymous 3/26/2026 06:15 PM	
Anonymous 3/26/2026 06:25 PM	
Anonymous 3/26/2026 06:49 PM	

Anonymous

3/26/2026 07:48 PM

Anonymous

3/27/2026 04:10 AM

Anonymous

3/27/2026 07:12 AM

Anonymous

3/27/2026 11:16 AM

Anonymous

3/28/2026 06:26 PM

Anonymous

3/29/2026 11:48 AM

Anonymous

3/30/2026 12:08 PM

Anonymous

4/02/2026 09:17 AM

Anonymous

4/02/2026 06:06 PM

1. Waiting with baited breath to see how much my rent will increase at the next lease renewal.
2. Trying to make sense of the ever growing pile of virtue signaling nonsense that the City/County/State foists on my landlord and myself.
3. Maintaining my sanity while reading about excited local politicians pushing more and more foolish ideas like rent control, etc.

Anonymous

4/03/2026 06:33 AM

Anonymous

4/07/2026 02:23 PM

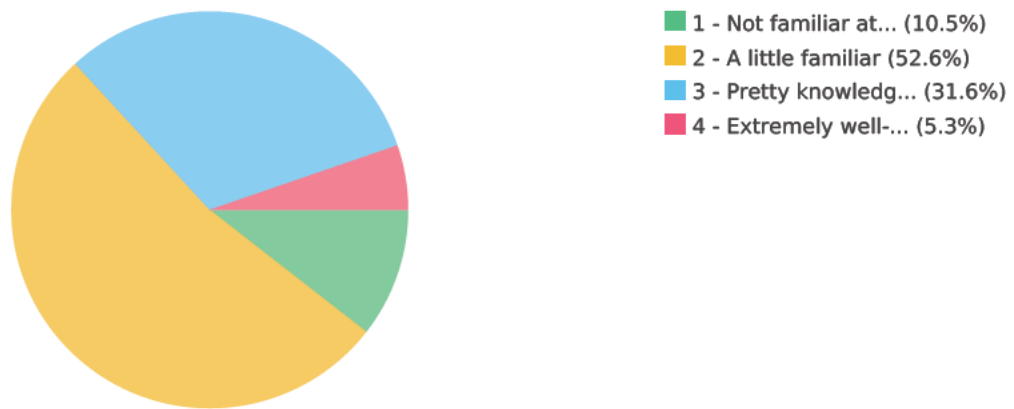
Anonymous

4/14/2026 08:30 AM

Optional question · 18 responses · 27 skipped

Question type : Essay Question

Q11. How would you rate your familiarity with your rights and responsibilities as a tenant, per city code?

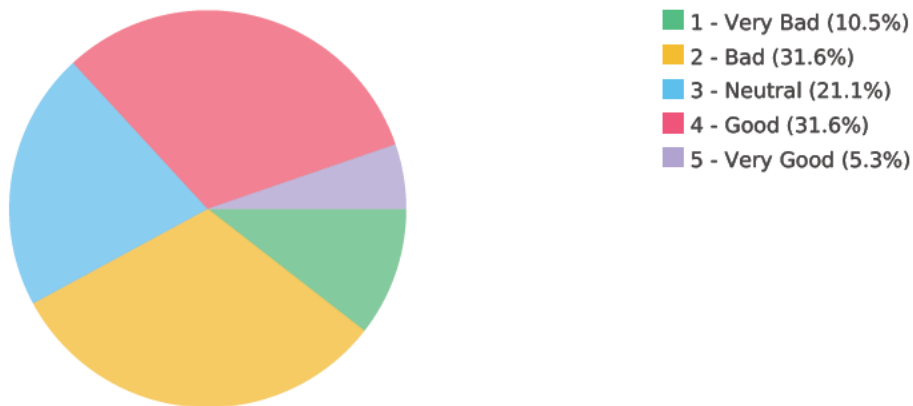


Question options	responses	%
1 - Not familiar at all	2	10.5
2 - A little familiar	10	52.6
3 - Pretty knowledgeable	6	31.6
4 - Extremely well-informed	1	5.3

Optional question · 19 responses · 26 skipped

Question type : Dropdown Question

Q12. How would you rate your experience as a tenant in the City of Rockville?



Question options	responses	%
1 - Very Bad	2	10.5
2 - Bad	6	31.6
3 - Neutral	4	21.1
4 - Good	6	31.6
5 - Very Good	1	5.3

Optional question · 19 responses · 26 skipped

Question type : Dropdown Question

Q13. If you've rented in other jurisdictions, what differences have you noticed between those jurisdictions and Rockville?

Kstowell	
5/20/2025 10:19 AM	
Tmason3	
5/20/2025 10:25 AM	
Thepank25	
5/20/2025 10:31 AM	
Cticocroft	N/a
5/21/2025 11:27 AM	
Rjandreoli89	Other jurisdictions have Enforcement of rent increases, more specifics about what landlords are responsible for, especially larger landlords, and a place for tenants to reliably reach out with complaints such that landlords are motivated to work with them
5/26/2025 08:37 PM	
Cmadden	The amount that my rent is allowed to go up
5/27/2025 03:33 PM	
Keahllelo	I have rented out of state. I am not sure what you mean by jurisdiction, city, county, or state.
5/28/2025 11:11 AM	
DickSt	
5/30/2025 01:36 PM	
Watsoa	Not much
6/08/2025 12:36 PM	It depends on the individual property. Some landlords are better than others but it is really hard if you get stuck with a bad one.
Tino	
6/26/2025 06:20 AM	
Anonymous	I like that Rockville is proactively educating both Landlords and Tenants about their rights.
7/08/2025 07:19 AM	
Anonymous	
7/09/2025 06:32 AM	
Anonymous	Na
7/10/2025 07:57 AM	
Anonymous	N/A in Maryland
7/10/2025 05:34 PM	
Anonymous	Making functional air condition a landlord requirement (like the rest of Montgomery County)
7/17/2025 11:01 AM	
Anonymous	Rockville is corrupt . Landlords are not required to fix things in a timely manner at all even life threatening repairs such as air conditioning.
7/19/2025 04:13 AM	
Anonymous	NA
8/24/2025 03:10 PM	
Anonymous	N/A
8/25/2025 02:24 PM	

Anonymous 11/03/2025 03:40 AM	Rent increase is much more stable and predictable - between 2-3% or maximum 5%. Often county and city's legal framework required them to have capped - and THEY ALL FOLLOW and do not ignore. I don't think Rockville's code is so serious as it often don't needs to be FOLLOWED. People are moving out of ROCKVILLE. And last time - when out company asked to open a new location - I strongly proposed to move to somewhere that provide legal protection for tenant and have less rent. We opened that location with 340 staff - out of ROCKVILLE.
Anonymous 11/29/2025 06:39 AM	Rockville has no binding rent stabilization.
Anonymous 12/07/2025 02:55 PM	Rent stabilization
Anonymous 2/17/2026 04:35 PM	
Anonymous 2/23/2026 05:32 AM	I have rented in East Lansing, Michigan and Austin, Texas (within city boundaries). I was required to move here to keep my federal job and am shocked at how the City of Rockville favors landlords over tenant rights. Particularly, if I enter a two-year contract with my landlord, they should not have the ability to increase my rent in month 13. This could be okay if there is a clause in the agreement stating that the increase would not be above X, but it doesn't make sense for me to commit to a two year lease without knowing what the rent increase will be in year 2. I fully believe Sec. 18-147(e) should be removed or edited to protect good tenants. I have never experienced an increase in rent that was over 10% in one year. The sneaky way my landlord did this was they offered me a discount to move into my unit, but the kept the base rent the same (see below a made up example). This is a different form of price gauging with no legal ramifications. Base rent with discount: \$1850 Actual base rent: \$2000 Time at renewal, I'm told my increase is only 4%. However, my renewal notice says my new base rent is \$2080. My new rent of \$2080 is actually 12.4% over what I was paying my first year. Lastly, when I lived in the City of Austin, they had a generous clause in their leases that for a very small penalty, the lease could be broken if you were buying a house/condo/townhome. I do not see that protection available in the City of Rockville.
Anonymous 3/25/2026 05:09 PM	Other jurisdictions I've lived in had rent stabilization and I was less concerned with how much my rent might increase year over year. We also had far less issues with our rentals' management teams.
Anonymous 3/26/2026 01:39 PM	
Anonymous 3/26/2026 01:41 PM	

Anonymous

3/26/2026 01:51 PM

Anonymous

3/26/2026 02:42 PM

Anonymous

3/26/2026 02:47 PM

Anonymous

3/26/2026 03:02 PM

Anonymous

3/26/2026 06:15 PM

Anonymous

3/26/2026 06:25 PM

Anonymous

3/26/2026 06:49 PM

Anonymous

3/26/2026 07:48 PM

Anonymous

3/27/2026 04:10 AM

Anonymous

3/27/2026 07:12 AM

Anonymous

3/27/2026 11:16 AM

Anonymous

3/28/2026 06:26 PM

Anonymous

3/29/2026 11:48 AM

Anonymous

3/30/2026 12:08 PM

Anonymous

4/02/2026 09:17 AM

Anonymous

4/02/2026 06:06 PM

Anonymous

4/03/2026 06:33 AM

Anonymous

4/07/2026 02:23 PM

Anonymous

4/14/2026 08:30 AM

Optional question · 17 responses · 28 skipped

Question type : Essay Question

Q14. What data/information would be the most helpful for you to see on a public dashboard of rental properties?

Kstowell	
5/20/2025 10:19 AM	
Tmason3	
5/20/2025 10:25 AM	
Thepank25	
5/20/2025 10:31 AM	
Cticocroft	Information currently displayed is acceptable
5/21/2025 11:27 AM	
Rjandreoli89	Rent increases over previous years for returning tenants, number of complaints filed and type, number/percentage of vacant units on average per month, accessibility concerns (for example, number of elevators/number of elevators out of service)
5/26/2025 08:37 PM	
Cmadden	How high each landlord is increasing their rent when they renew a lease
5/27/2025 03:33 PM	
Keahlello	Rental rate, Average rate of increase, Complaints filed about properties, % of families in units/area, date of last inspection, results of last inspection,
5/28/2025 11:11 AM	
DickSt	
5/30/2025 01:36 PM	
Watsoa	Number of complaints logged by tenants and a city report of grounds and propty inspections. Also clarity of all fees.
6/08/2025 12:36 PM	
Tino	
6/26/2025 06:20 AM	
Anonymous	
7/08/2025 07:19 AM	
Anonymous	
7/09/2025 06:32 AM	
Anonymous	I would like to see the names of properties and slum landlords with chronic code violations published for all to see.
7/10/2025 07:57 AM	
Anonymous	Lease buyout information
7/10/2025 05:34 PM	Rent
	How many times cited for nuisance alarms
	How many low income apartments in the complex
Anonymous	Average rental Increases across the city by dwelling type
7/17/2025 11:01 AM	
Anonymous	Comparable rental rates . Security deposits most jurisdiction have competitive rental markets. Rockville is a monopoly . Also where money that is funded for low income tax credit properties go .
7/19/2025 04:13 AM	
Anonymous	NA
8/24/2025 03:10 PM	
Anonymous	What MPDU units are available and if they require tenant to pay for reasonable accommodations.
8/25/2025 02:24 PM	

Anonymous 11/03/2025 03:40 AM	Each property's rent increase. Require each big management companies to stay consistent across all tenants. Make mandate to
Anonymous 11/29/2025 06:39 AM	Average rent increase year over year.
Anonymous 12/07/2025 02:55 PM	Cost for renewal
Anonymous 2/17/2026 04:35 PM	
Anonymous 2/23/2026 05:32 AM	I think using the data the City and Montgomery County collect as a comparison would be helpful. While landlords do not listen to reasoning when it comes to data and lease renewals, it's helpful to decide if I'm going to move or tolerate the rent increase.
Anonymous 3/25/2026 05:09 PM	Average rent increase year over year.
Anonymous 3/26/2026 01:39 PM	
Anonymous 3/26/2026 01:41 PM	
Anonymous 3/26/2026 01:51 PM	
Anonymous 3/26/2026 02:42 PM	
Anonymous 3/26/2026 02:47 PM	
Anonymous 3/26/2026 03:02 PM	
Anonymous 3/26/2026 06:15 PM	
Anonymous 3/26/2026 06:25 PM	
Anonymous 3/26/2026 06:49 PM	
Anonymous 3/26/2026 07:48 PM	
Anonymous 3/27/2026 04:10 AM	
Anonymous 3/27/2026 07:12 AM	
Anonymous 3/27/2026 11:16 AM	
Anonymous 3/28/2026 06:26 PM	

Anonymous

3/29/2026 11:48 AM

Anonymous

3/30/2026 12:08 PM

Anonymous

4/02/2026 09:17 AM

Anonymous

4/02/2026 06:06 PM

Anonymous

4/03/2026 06:33 AM

Anonymous

4/07/2026 02:23 PM

Anonymous

4/14/2026 08:30 AM

Optional question · 16 responses · 29 skipped

Question type : Essay Question

Q15. What percentage was your last rent increase?

Kstowell

5/20/2025 10:19 AM

Tmason3

5/20/2025 10:25 AM

Thepank25

5/20/2025 10:31 AM

Cticocroft

5/21/2025 11:27 AM

Rjandreoli89

5/26/2025 08:37 PM

Cmadden

5/27/2025 03:33 PM

Keahlello

5/28/2025 11:11 AM

DickSt

5/30/2025 01:36 PM

Watsoa

6/08/2025 12:36 PM

Tino

6/26/2025 06:20 AM

Anonymous

3

7/08/2025 07:19 AM

Anonymous

7/09/2025 06:32 AM

Anonymous

3

7/10/2025 07:57 AM

Anonymous

2

7/10/2025 05:34 PM

Anonymous

5

7/17/2025 11:01 AM

Anonymous

7/19/2025 04:13 AM

Anonymous

8/24/2025 03:10 PM

Anonymous

13

8/25/2025 02:24 PM

Anonymous

12

11/03/2025 03:40 AM

Anonymous

1

11/29/2025 06:39 AM

Anonymous

11

12/07/2025 02:55 PM

Anonymous

2/17/2026 04:35 PM

Anonymous 12

2/23/2026 05:32 AM

Anonymous 1

3/25/2026 05:09 PM

Anonymous

3/26/2026 01:39 PM

Anonymous

3/26/2026 01:41 PM

Anonymous

3/26/2026 01:51 PM

Anonymous

3/26/2026 02:42 PM

Anonymous

3/26/2026 02:47 PM

Anonymous

3/26/2026 03:02 PM

Anonymous

3/26/2026 06:15 PM

Anonymous

3/26/2026 06:25 PM

Anonymous

3/26/2026 06:49 PM

Anonymous

3/26/2026 07:48 PM

Anonymous

3/27/2026 04:10 AM

Anonymous

3/27/2026 07:12 AM

Anonymous

3/27/2026 11:16 AM

Anonymous

3/28/2026 06:26 PM

Anonymous

3/29/2026 11:48 AM

Anonymous

3/30/2026 12:08 PM

Anonymous

4/02/2026 09:17 AM

Anonymous 8

4/02/2026 06:06 PM

Anonymous

4/03/2026 06:33 AM

Anonymous

4/07/2026 02:23 PM

Anonymous

4/14/2026 08:30 AM

Optional question · 11 responses · 34 skipped

Question type : Number Question

Q16. Do you have any other feedback about what may be beneficial to remove, add, or change in the city's landlord-tenant code?

Kstowell

5/20/2025 10:19 AM

Tmason3

5/20/2025 10:25 AM

Thepank25

5/20/2025 10:31 AM

Cticocroft

Nothing

5/21/2025 11:27 AM

Rjandreoli89

5/26/2025 08:37 PM

List of items unreasonable to charge tenants at move out. Requirement to offer shorter than one year term lease renewal options if the month-to-month option exceeds a 30% increase, or a lease break fee of less than one month's rent. Most require 60 days notice and one months rent, which provides plenty of time to re-rent the unit, while the fee is unnecessarily punitive and harmful for a family who could not afford month-to-month at double rent, and was not offered a shorter lease.

Cmadden

5/27/2025 03:33 PM

ENACT RENT STABILIZATION

Keahlello

5/28/2025 11:11 AM

Find a way to include provisions for landlords with less than 6 units.

DickSt

5/30/2025 01:36 PM

Watsoa

6/08/2025 12:36 PM

Just better oversight and enforcement. Some landlords are really just snout squeezing as much money as they can from people.

Tino

6/26/2025 06:20 AM

Anonymous

7/08/2025 07:19 AM

I would handout multilingual rights to each unit. Especially areas where tenants are neglected. Share free resources. I'm sure many feel helpless.

Anonymous

7/09/2025 06:32 AM

Anonymous

7/10/2025 07:57 AM

Anonymous

7/10/2025 05:34 PM

1.Montgomery County enacted a law regarding air conditioning required in all buildings and it is not enforceable in Rockville. There should be something in our city codes that is equal to that law.

2.The tenant should be able to forfeit their deposit and pay a months rent if needing to leave a lease early and not be forced to continue pay rent until the apartment is rented again. That is how it was in every other state I have rented.

Anonymous 7/17/2025 11:01 AM	Mirror the rest of the Montgomery county considering the air conditioning requirement, especially for large scale multi-unit dwellings: All rental dwelling unit air conditioning systems must have the capacity to cool habitable spaces to eighty degrees Fahrenheit (80F) or less from June 1st to September 30th
Anonymous 7/19/2025 04:13 AM	
Anonymous 8/24/2025 03:10 PM	My partner and I signed a lease to move into a MPDU 2 bedroom unit and paid our deposit. Less than two weeks notice the apartment complex informed us the unit is not available due to an uncompliant tenant - which we TOTALLY recognize as out of their hands! The complex did not offer any solutions or any temporary housing opportunities despite us sharing a possibility of becoming homeless in that short notice. I looked in the handbook and their policy for any kind of mention to help us in this situation but there is nothing to protect us despite us signing the legally binding document (lease). We are in a temporary 1 bedroom that is out of our means and they have continued to extend the availability of any accommodation we originally signed on for. I wish there was something that mentions protection of us or some kind of agreement for us to get a decrease on the temporary rent as it is way more than the MPDU.
Anonymous 8/25/2025 02:24 PM	Landlords should be required to pay for reasonable accomedations that are requested due to a disability and that improvement increases the value of the home/Apartment being leases. Tenants should only be required to give a 30 day notice of intent to vacate if moving due to a medical condition or disability and no termination fees/penalties should be allowed to be charged.
Anonymous 11/03/2025 03:40 AM	Landlord disregards city's code and often laugh. Since they know the code is not something they need to follow. They openly mock that I can complaint to whomever I want - but they don't have to listen.
Anonymous 11/29/2025 06:39 AM	Establishing a maximum amount that rent can be raised year over year.
Anonymous 12/07/2025 02:55 PM	
Anonymous 2/17/2026 04:35 PM	
Anonymous 2/23/2026 05:32 AM	Sec. 18-147(e) should be removed or edited to protect good tenants. If a tenant agrees to a two-year lease, a landlord should not be able to increase the rent in Month 13. Consider adding in a clause of a reduced penalty should somebody need to break their lease due to them buying a piece of property.
Anonymous 3/25/2026 05:09 PM	Adding rent stabilization. More protections for renters and language holding landlords to the lease terms.
Anonymous 3/26/2026 01:39 PM	
Anonymous 3/26/2026 01:41 PM	

Anonymous

3/26/2026 01:51 PM

Anonymous

3/26/2026 02:42 PM

Anonymous

3/26/2026 02:47 PM

Anonymous

3/26/2026 03:02 PM

Anonymous

3/26/2026 06:15 PM

Anonymous

3/26/2026 06:25 PM

Anonymous

3/26/2026 06:49 PM

Anonymous

3/26/2026 07:48 PM

Anonymous

3/27/2026 04:10 AM

Anonymous

3/27/2026 07:12 AM

Anonymous

3/27/2026 11:16 AM

Anonymous

3/28/2026 06:26 PM

Anonymous

3/29/2026 11:48 AM

Anonymous

3/30/2026 12:08 PM

Anonymous

4/02/2026 09:17 AM

Anonymous

4/02/2026 06:06 PM

All virtue signaling / emotion-based Statutes and portions of the code that have piled up over the years.

As an example, the baffling paragraphs of requirements re: window safety bars, that are simultaneously optional, required, must be available, must be installed, but are optional, but aren't optional, and on and on.

Anonymous

4/03/2026 06:33 AM

Anonymous

4/07/2026 02:23 PM

Anonymous

4/14/2026 08:30 AM

Optional question · 15 responses · 30 skipped

Question type : Essay Question

Q17. What is your age?

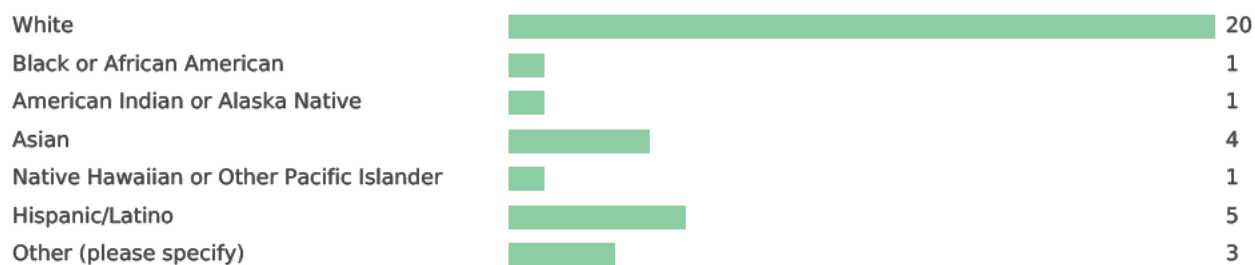


18-24 years (3.2%)
 25-34 years (6.5%)
 35-44 years (25.8%)
 45-54 years (16.1%)
 55-64 years (29.0%)
 65-75 years (16.1%)
 >75 years (3.2%)

Question options	responses	%
18-24 years	1	3.2
25-34 years	2	6.5
35-44 years	8	25.8
45-54 years	5	16.1
55-64 years	9	29.0
65-75 years	5	16.1
>75 years	1	3.2
<18 years	0	0.0

Optional question · 31 responses · 14 skipped

Question type : Dropdown Question

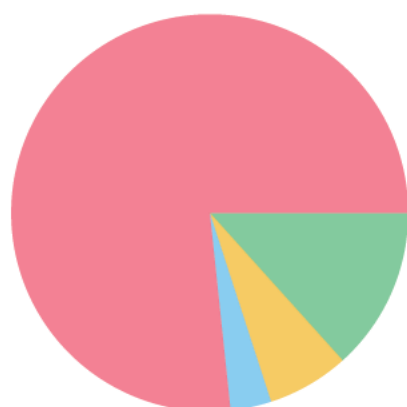
Q18. What is your race? (Select all that apply)

Question options	responses	%
● White	20	71.4
● Black or African American	1	3.6
● American Indian or Alaska Native	1	3.6
● Asian	4	14.3
● Native Hawaiian or Other Pacific Islander	1	3.6
● Hispanic/Latino	5	17.9
● Other (please specify)	3	10.7

Optional question · 28 responses · 17 skipped

Question type : Checkbox Question

Q19. How did you hear about this survey?



■ Social media (13.3%)
■ Community organization (6.7%)
■ Friend, family, or ... (3.3%)
■ Other (please specify) (76.7%)

Question options	responses	%
● Social media	4	13.3
● Community organization	2	6.7
● Friend, family, or neighbor	1	3.3
● Other (please specify)	23	76.7
● Flyer	0	0.0
● Someone knocked on my door	0	0.0

Optional question · 30 responses · 15 skipped

Question type : Radio Button Question

Provide feedback on proposed changes

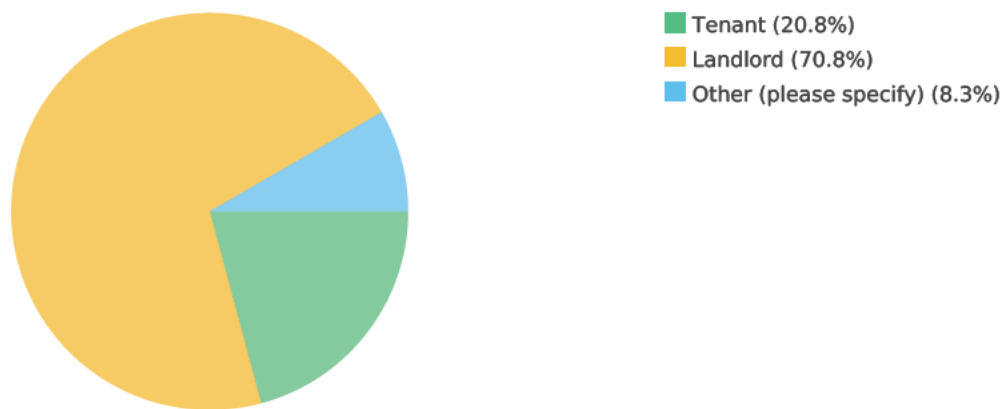
SURVEY RESPONSE REPORT

22 March 2021 - 15 June 2026

PROJECT NAME:

Landlord-Tenant Code Rewrite

Q1. Are you a landlord or tenant?

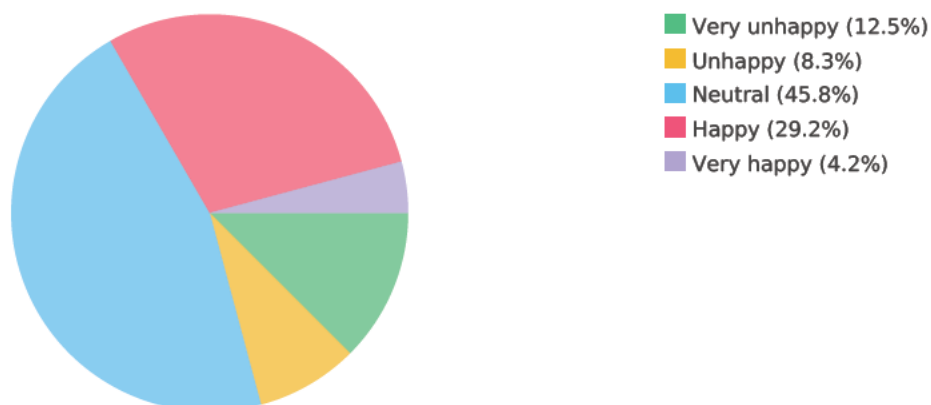


Question options	responses	%
Tenant	5	20.8
Landlord	17	70.8
Other (please specify)	2	8.3

24 responses · 0 skipped

Question type : Radio Button Question

Q2. How do you feel about the current Rockville landlord-tenant code?

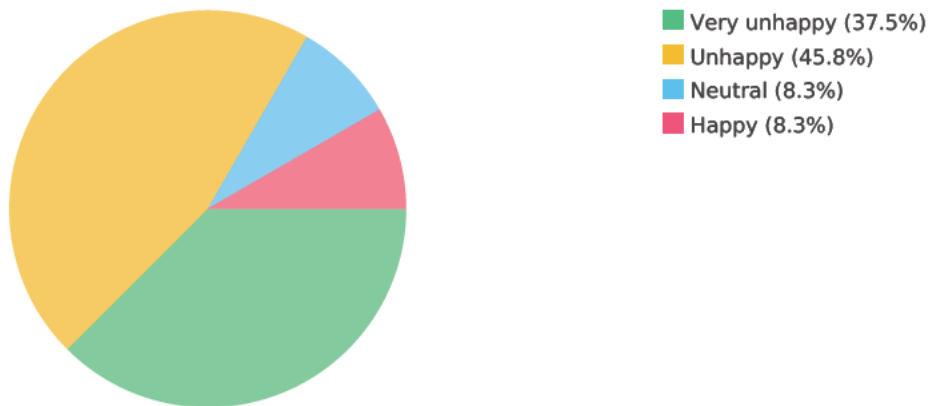


Question options	responses	%
Very unhappy	3	12.5
Unhappy	2	8.3
Neutral	11	45.8
Happy	7	29.2
Very happy	1	4.2

Optional question · 24 responses · 0 skipped

Question type : Emoji Question

Q3. How do you feel about the proposed Rockville landlord-tenant code?



Question options	responses	%
● Very unhappy	9	37.5
● Unhappy	11	45.8
● Neutral	2	8.3
● Happy	2	8.3
● Very happy	0	0.0

Optional question · 24 responses · 0 skipped

Question type : Emoji Question

Q4. What concerns do you have about the proposed changes?

Anonymous
4/14/2026 11:38 AM

Bad tenants abusing the system. Allowing dangerous people into my property.

Anonymous
4/14/2026 01:36 PM

I lived in another area where additional regulations were put on landlords (NJ), and many of them sold their rental properties instead of dealing with the new regulations and others raised their rents because of it. Anything that increases costs are usually passed on to tenants. I also do not like the new background check restrictions, I don't like the idea of serious criminals living next to me. I feel like there is a big difference between small landlords who may own a few properties vs big apartment developers.

Ladams
4/16/2026 09:37 AM

There was mention of monthly reports that are annual now. It makes me really concerned because we are a non-profit provided below market rent to disabled individuals and every time you add tasks administratively, more resources are required and there is a better chance that we cannot continue. We are not even in the black in my department which is housing for IDD to live independently. Most of my clients do not have a full time job and if they do, it's at minimum wage.

Anonymous
4/16/2026 09:46 AM

The county office has been belligerent and threatens a \$1000 fine if a four questionnaire is not submitted. We had an awful experience when a property owner died and had not completed the form. Please do not replicate their system with regard to leasing data requirements

Anonymous
4/16/2026 09:46 AM

I wasn't part of the meeting and don't understand some of the details and nuances of the proposed changes. Here are some thoughts from what I read: Unit is unable to be occupied for a certain number of days - define "certain number of days"

A property maintenance violation failed to be corrected - this needs more clarity. If a tenant is looking for an excuse to terminate a lease early, not fixing a leaky faucet shouldn't allow the tenant to terminate early. If it's something major - air conditioning hasn't worked for months, the roof has been leaking and wasn't repaired, the entry door no longer locks, etc. might be reasons for a tenant to terminate early, but it needs to be defined better and be of some real significance.

Additional reasonable causes beyond tenant's control - again, "reasonable causes" needs to be clarified and clearly defined in terms of severity to warrant and early termination.

I don't even know what algorithmic pricing means, so I'm fine with it being banned.

I think eviction history should be included in rental applications. If someone wants to take the chance on someone who has been evicted, let them. But if someone doesn't, you're not allowing the landlord to know what type of tenant the prospective tenant has been in other rental situations. With this change, you're not allowing the landlord to understand the full relevant profile of the prospective tenant.

Attorney's fees should not be part of a person's rent, but if a lawsuit is brought against a landlord and the landlord is obligated to pay the tenant's

attorney's fees if the tenant prevails, then the reverse should be true, too - the tenant should have to pay the landlord's attorney's fees if the landlord prevails. Otherwise, there's no reason why tenants couldn't file frivolous lawsuits aimed at landlords either because they just don't like the landlord or because they have nothing to lose. Both parties should take the same risk when filing lawsuits.

Application fees - cap at \$50, not \$25. The time and costs to check applications can't be done for \$25/Applicant. Ann Arbor's law is \$50 per applicant.

Lock out fees - should be based on an hourly charge and potentially time of day when the lock out occurs. If it's 2 am and someone has to be sent to let someone into their place because they locked themselves out or lost their key, it should be an appropriate charge for getting someone to do that. Maybe \$100, maybe \$200. In Ann Arbor, anything after hours or on weekends costs at least 1.5x what it costs during normal business hours and the case of my management company in Ann Arbor, they tack on "truck charges." \$25 is nowhere close to what it should be for a lockout charge. Find out what a locksmith (something they would have to do if they owned the home themselves) would charge at 2 am on a Saturday night and work back from there.

When you say restrict fees for motorcycle parking, do you mean there should be no fees for motorcycle parking? I don't understand this. If they are taking a space and spaces are leased, a motorcycle should be charged something. Maybe not as much as a car, but still, something.

Pet fees - yes, there should be either pet fees or increased security deposits or an additional pet cleaning fee because cleaning an apartment or house after a pet has lived in one is much different than cleaning a rental unit where there have been no pets.

Secure storage fees - of course there should be fees for secure storage if it's an added amenity that isn't included with the apartment or house. I'm not sure if this is saying that if an apartment building has secure storage that they have to give it away for free, because to me, that sounds like it should be at the landlord's discretion.

The temporary and permanent relocation assistance sections need to be better explained. It seems that some of the changes could wipe out a smaller landlord with one major relocation. I would feel better about it if there was a cap on what the landlord is required to provide. Putting someone in a Rockville area hotel for a month or several months doesn't seem reasonable. At the same time, if the landlord is dragging his/her feet in making the house or apartment habitable, that's different, but I've had many situations when trying to schedule contractors that no matter how much money I'm willing to throw at the project, when contractors are booked, they won't have time until they do have time. Nothing happens with a snap of the fingers and that aspect has to be taken into consideration with this relocation assistance.

Anonymous

4/16/2026 10:40 AM

I was in the meeting last night but had to call in, and not on WebEx, so wasn't able to chime in. Please accept this as my feedback.

1. Eviction history. A landlord should be able to know a prospective tenant's eviction history. No one is saying that it's necessarily a disqualifier; however, we should be able to know that and use that as one data point in the larger calculus to decide who to offer leases to at our properties. As mentioned, it comes up on our regular background checks anyway, so not sure if it's really even an issue?
2. Two year lease. It was portrayed as "optional" but also stated that, if the tenant wants a two year lease, landlords have no right of refusal. So how is that optional? I think it's okay for it to be an option, but the landlord should have the right to deny on reasonable grounds.
3. Inspection process. Can we nerf this process? It's too expensive, time consuming, and harsh on regulations. Landlords work hard and save money to buy these incredibly expensive properties, and then pay exorbitant property taxes on them, and then when we want to take advantage of our asset - the city government wants a cut?? \$235 for an application fee is obscene. And then the process of inspection for the rental license - not only did it take forever (with similar communication issues that others have expressed) but also we got dinged on super small things like two tiles missing in the kitchen and a slight gap in the LVP in the living room. Not saying that it should be the standards should be completely lowered, but in my opinion the threshold for items to fail / require amelioration should be whether they are in "livable / operable condition" or not - and a few missing tiles or some gaps between LVP do not make the home unlivable. Standard to pass is much too high.
4. Squatting. Some folks mentioned squatting. I also haven't heard of any cases, nor have we experienced that; however, it would be important to have that language in any code (landlord/tenant AND city / state law) to preempt any situations like those. Just because it hasn't happened yet doesn't mean that it shouldn't be addressed.
5. Interest on security deposit. I agree with the gentleman who opined about returning security deposits with interest - philosophically I support that (as the tenants are losing out on potential investment gains) but that it should be aligned with current bank rates for saving accounts. We end up losing money on that - not saying the tenants should either, but that it should be more of a "break even."
6. Standard lease. Would love a standard lease but understand the challenges that come with this.

Anonymous

4/17/2026 06:05 AM

Regulations are unreasonable. They give way too much leverage to a tenant and I'm switching tenants on average every 24 months. I can't do major repairs every time I have a new tenant.

Anonymous

4/17/2026 07:33 PM

Some of the multifamily properties seem to be in pretty bad shape, and these new rules may have the unintended consequence of displacing people who cannot find another affordable place locally.

Anonymous 4/17/2026 08:25 PM	Under Lease Collection: ;Currently, a copy of any type of lease is supposed to be filed with the city. ' Does this mean that some landlords are allowed to ignore submitting leases to the city. If so, why?
Anonymous 4/23/2026 01:22 PM	We should know if a tenant has previous history of evictions and balance that with other factors. Our rental property is our personal home while we're deployed with the military, not part of a portfolio of properties held by a company. Do not appreciate the 2 year lease requirement. Damages are too common, and it's helpful get to decide if we want to renew the lease after a year based on tenant reliability and care for the property. Paying tenants 3 months cash for relocation assistance is unreasonable. We agree to the fairness of paying their relocation costs, but not an ADDITIONAL stipend of 3 months. The pet fee restriction isn't detailed enough in the fact sheet, but is fundamentally different from some of the other fees listed. Pets can cause active damage, and a one-time fee is actually more fair to tenants than a monthly pet rent.
Hwoodson 4/27/2026 05:53 PM	Require landlords to offer a two-year lease term,
Anonymous 5/11/2026 09:10 AM	Restrictions on asking about eviction history, charging tenants court costs and legal fees. New requirements for landlords to report data, provide two-lease lease options, provide relocation assistance, and allow tenant organizations to use meeting rooms free of charge.
Anonymous 5/11/2026 10:10 AM	Meaningful protections like reporting rent increases to the City are being taken away. Additionally, allowing tenants to "opt-in" to fees will likely make it easy for a landlord to just include illegal fees on a lease and get away with it.
Anonymous 5/11/2026 10:12 AM	All proposed changes against landlords. I'm selling all rental properties as soon as possible. I cannot afford to continue. Taxes and insurance increases far exceed any allowable increases.
Anonymous 5/11/2026 11:21 AM	Removing the reporting requirement for rent increases is a blatant attempt to subjugate tenants when tenants need MORE protections
Anonymous 5/11/2026 11:55 AM	The ability to charge a modest pet fee is a vital risk-management tool. Pets, while valued members of many households, naturally increase the rate of wear and tear on a property—including impacts on flooring, landscaping, and common areas—that often exceed the limits of a standard security deposit. Removing this fee forces landlords to either subsidize those extra costs themselves or, more likely, reconsider allowing pets altogether to protect their investment. To keep housing "pet-friendly," landlords must have a mechanism to offset the higher maintenance costs associated with animals. Requiring a landlord to pay for a tenant's relocation is an undue financial burden, especially in "no-fault" scenarios such as necessary major repairs or when a family member needs to move into the home. These payments often

amount to thousands of dollars, which can be devastating for small-scale "mom-and-pop" landlords who operate on thin margins. Such a requirement treats housing providers as an insurance policy for tenants rather than as partners in a business contract. This level of financial risk discourages investment in the local market and makes it harder for small landlords to maintain their properties.

Any new regulations must ensure a "fair return" for the property owner. When the cost of doing business is artificially inflated through the removal of standard fees or the addition of relocation liabilities, the long-term result is a reduction in the rental stock as owners exit the market. I urge the department to seek a balanced approach that protects tenants without placing the entire financial burden of social housing goals onto individual property owners.

When a tenant loses a key or is locked out, it requires an immediate response from a property manager, locksmith, or maintenance staff. This often occurs outside of standard business hours, necessitating overtime pay or the displacement of other scheduled maintenance tasks. A lost key is a security breach. In many cases, it necessitates re-keying the entire unit or replacing electronic fobs to ensure the safety of the current and future residents.

Waiving these fees removes the incentive for tenants to maintain the security of their access points. Covering these costs is a standard professional service fee that ensures the landlord is not forced to bear the financial burden of a tenant's personal oversight.

While I am committed to maintaining a safe and habitable home, allowing tenants to unilaterally decide on repairs and deduct the costs from their rent creates several critical issues:

Quality Control and Liability: Landlords have a vested interest in the long-term integrity of their property. When a tenant hires their own contractor, there is no guarantee the work meets professional standards or local building codes. If a repair—such as plumbing or electrical work—is performed incorrectly by a tenant-selected vendor, it could lead to catastrophic damage (like fires or flooding) for which the landlord is ultimately held liable.

Vetting and Insurance: Professional housing providers use licensed, bonded, and insured contractors to protect both the property and the residents. The "repair and deduct" model bypasses these essential safeguards, potentially bringing uninsured or unvetted individuals onto the premises.

Administrative Chaos and Budgeting: Rent payments are the primary source of funding for property taxes, mortgages, and insurance. Allowing tenants to withhold rent for repairs without a formal, neutral adjudication process creates massive financial instability. It invites disputes over the necessity of the repair and the "reasonableness" of the cost, leading to increased litigation.

Interference with Warranties: Many appliances and systems (like HVAC units) are under manufacturer warranties that require specific authorized service providers. A tenant-initiated repair could inadvertently void these warranties, resulting in thousands of dollars in unnecessary losses for the property owner.

DickSt

5/11/2026 12:26 PM

Several areas: 1) Standard leases are not always applicable- provisions must be made for properties with unusual circumstances and conditions; 2) the Relocation Expense section -- is meant to only include cases when unusual circumstance exist (we think) ---see "The tenant decides to end their tenancy following a temporary relocation that has lasted/will last more than six months." if this means after six months of relocation, then we understand, but in any regard leaving open any and all moving expenses is impractical, as some people will pad costs or select the highest price mover possible to penalize the other side. The moving expense component already has 3 months of rent, as an amount, do you really mean to empower a tenant to inflict a penalty if some unforeseen even occurs which requires relocation?

Anonymous

5/11/2026 03:04 PM

The new rules and regulations provide undue burden on the landlord. There is a lot of bureaucratic Hassel and direct landlord harassment.

1. Data reporting falls into category of bureaucratic burden.
2. 30 days' notice causes hardship in managing the property to its full potential.
3. Eliminate background checks, is pure lunacy. How does the owner of the property suppose to know what kind of tenant he/she getting?
4. Legal fees paid by the landlord. Normally resorting to legal fees are result of tenant failure to pay rent or breach of contract. This is again a lunatic idea.
5. Relocation assistance by the landlord. Why is the landlord to pay for it when the circumstances beyond control?

Whoever is proposing these changes shows ignorance and no idea how business operates. For the landlord real estate is a business with an idea of return on investment. These overwhelming regulations will result in losses to the business with meagre return on investment(which are very low as they are now and will further reduce it) This will cause landlords to sell the properties which are not generating ROI justifying holding it. You will see avalanche of sales and tenants will not be able to find housing. Then, the city will have to find properties for tenants because private ownership will dissipate. Or, worse, people unable to find properties will leave the city all together.

3. Mandatory 2- year lease. Most tenants prefer 1 year lease.
4. Eliminate background checks. How does the landlord supposed to know what kind of tenant he/she getting without background check, or inquiry to prior eviction.

Anonymous

5/11/2026 05:02 PM

Additional complexity. Additional regulation. Areas that are too tenant friendly. I am certainly in favor of limiting extremes in either direction, but completely disallowing certain things and essentially automatically protecting the tenant and automatically injuring the landlord is arbitrary. Going from one extreme to the other is not actually an improvement. Certain limitations being put in place will actually reduce the service provided by landlords to tenants. While the original goal of protecting certain tenants is understandable and an admirable goal, some changes will end up harming many tenants and many landlords.

Anonymous

5/13/2026 08:10 AM

Preventing landlords from asking about eviction history is ludicrous. If a tenant owes rent to someone else who had to go to the trouble to legally evict them in order to get them out of the space (instead of the tenant choosing to vacate the space), they are a high risk for a landlord. Especially if it happened within the last year or two. The state already passed a reasonable law regarding this in 2024. Given how long it takes to evict people in the county, landlords lose at least half a year's rental income when they have to evict someone. For small landlords, that pushes them right into selling or foreclosure.

Most of our clients are members of the Foreign Service or military who are renting out their home while they are stationed overseas. They have done the right thing, found a PM company, are following the law, and are invested members of this county. We have gotten messages from multiple clients expressing concern about the changes proposed, and honestly, we can explain and even justify the reasoning behind just about everything else. But not this.

We also dislike not being able to prohibit subleasing, as we have a process that allows for a lease takeover instead of a sublease, which is more beneficial to all parties.

Anonymous

5/13/2026 02:07 PM

Portions are asking landlords to provide services for free or work without being compensated. Requiring no-fee non-electronic versions of payment don't just happen. Someone has to collect the funds and physically transfer a check to the bank for deposit. That is time and action the city is telling us we can't charge for.

Anonymous

5/14/2026 07:05 AM

At our development, The Milton at Twinbrook Saul Brothers rarely or never evict smokers. The burden of proof resides with chemically sensitive tenants who must prove cigarette smoke is leaking into their units, a very expensive testing process. In fact, instead of smokers being evicted after they lie to live at The Milton, those who complain about the smokers are often asked to move; a constructive eviction even though as per the leases, the smokers are in violation of their leases!! Saul Brothers stonewalls the City of Rockville by stating that for "privacy reasons" they cannot to enter a unit for inspection after receiving complaints from neighbors of the smokers!!!! This development is owned by a REIT, meaning that shareholders are much more important than tenants who are viewed merely as profit centers.

Anonymous

5/22/2026 12:55 PM

As a small landlord, the repair and deduct from rent is a real issue. I always fix the issues right away and I do not charge attendance for any of them, but I need to make sure they are done properly and professionally. I always keep a good healthy environment for the tenants and fix anything right away, but this goes too far.

Also expanding the car bags for breaking a lease exposes small landlords to more liability that makes it difficult.

Hwoodson

6/14/2026 11:51 AM

Attorney's fees. The court is needed because of the tenant.

Optional question · 24 responses · 0 skipped

Question type : Essay Question

Q5. What excites you the most about the proposed changes?

Anonymous 4/14/2026 11:38 AM	Absolutely nothing.
Anonymous 4/14/2026 01:36 PM	Two year lease terms, banning of algorithmic rent pricing.
Ladams 4/16/2026 09:37 AM	
Anonymous 4/16/2026 09:46 AM	Seems fair on both sides to share some more info, though a lease is still a private transaction and government should not be made a party with regard to pricing and amenities beyond basic life safety and lease fairness issues. Thanks for taking in comments
Anonymous 4/16/2026 09:46 AM	Not requiring landlords to report rent increases to the City. Two year lease terms - great, especially if there's a provision that there could be a one-time rate increase during that two year term. I think if that's the case and the tenant didn't agree to the rate increase, they should be allowed to terminate within 30 days after the rate increase has been communicated to the tenant. Also, the rate increase should be sent at least 30 days prior to the one year anniversary of the lease.
Anonymous 4/16/2026 10:40 AM	
Anonymous 4/17/2026 06:05 AM	Being forced to pay for relaxation expenses is beyond unreasonable. Tenants can do their own repairs at their own discretion and reduce it from the rent. That will create a lot of insider dealings to reduce rent.
Anonymous 4/17/2026 07:33 PM	It holds landlords accountable for serious health and safety problems at their properties.
Anonymous 4/17/2026 08:25 PM	The provisions for relocation assistance. Non-Electronic rent payment.
Anonymous 4/23/2026 01:22 PM	
Hwoodson 4/27/2026 05:53 PM	Remove the requirement for landlords to notify the city of rent increases.
Anonymous 5/11/2026 09:10 AM	Increased transparency around fees and guarantor requirements.
Anonymous 5/11/2026 10:10 AM	The opportunity for organizing fellow renters around rent stabilization, especially in upcoming elections, as this remains unaddressed despite overwhelming feedback from constituents.
Anonymous 5/11/2026 10:12 AM	Nothing
Anonymous 5/11/2026 11:21 AM	Fee transparency, banning algorithmic pricing
Anonymous 5/11/2026 11:55 AM	Nothing.

Provide feedback on proposed changes : Survey Report for 22 March 2021 to 15 June 2026

DickSt 5/11/2026 12:26 PM	Staff must be ready -- and hopefully will be better prepared than county staff at DHCD was in 2024. An owner/landlord must juggle capital and repair costs constantly. Staff can not act as though they control and dictate what an owner must do with their property just because it has been available for another person to lease for a certain period.
Anonymous 5/11/2026 03:04 PM	The proposed changes are detrimental to the survival of the rental market. Whoever is behind it needs to come to realization. One proposal to remove the requirement to notify the city of rent increases, is the only one which will reduce burden on the landlord.
Anonymous 5/11/2026 05:02 PM	Additional clarity/details.
Anonymous 5/13/2026 08:10 AM	Happy to see more information about how relocation assistance works, banning algorithm pricing.
Anonymous 5/13/2026 02:07 PM	Collecting all the data required at one time, either at license application or renewal - if it isn't collected then, then you don't get it until next time.
Anonymous 5/14/2026 07:05 AM	Landlords having to pay for tenant's legal and moving expenses if tenant prevails in court.
Anonymous 5/22/2026 12:55 PM	
Hwoodson 6/14/2026 11:51 AM	N/A

Optional question · 20 responses · 4 skipped

Question type : Essay Question

Q6. What's missing from the code update?

Anonymous 4/14/2026 11:38 AM	How about the city of rockville will pay landlords when they don't pay.
Anonymous 4/14/2026 01:36 PM	A cap on application fees
Ladams 4/16/2026 09:37 AM	More clarity, some things sound like the landlord could be blamed for whatever and have to pay the transition costs, especially since it indicated those with disabilities.
Anonymous 4/16/2026 09:46 AM	Problem tenant situations- where a tenant fails to keep cleanliness and basic maintenance in order. Responsibilities should be addressed more clearly to tenants.
Anonymous 4/16/2026 09:46 AM	Renter's Insurance - Landlords should make this a requirement for all tenants. It'll solve many of the problems mentioned in the relocation section by providing some of that relocation assistance through the renters insurance.
Anonymous 4/16/2026 10:40 AM	
Anonymous 4/17/2026 06:05 AM	Landlord input.
Anonymous 4/17/2026 07:33 PM	I may have missed it, but is there something in there that says landlords have to give tenants a certain amount of notice if they decide to sell the property?
Anonymous 4/17/2026 08:25 PM	The city should have a more rigorous inspection process.
Anonymous 4/23/2026 01:22 PM	
Hwoodson 4/27/2026 05:53 PM	Interest fees
Anonymous 5/11/2026 09:10 AM	Specific exemptions for individual landlords (they are not organizations), they might not be able to provide meeting rooms or relocation assistance
Anonymous 5/11/2026 10:10 AM	Rent stabilization, clearly, as well as better enforcement mechanisms for slumlords who allow dangerous conditions to exist on a property.
Anonymous 5/11/2026 10:12 AM	
Anonymous 5/11/2026 11:21 AM	Rent stabilization
Anonymous 5/11/2026 11:55 AM	Additional protections for independent landlords (vs corporate landlords).
DickSt 5/11/2026 12:26 PM	A provision for privacy of data; both for landlord and for tenants; Though property purchase records are public, this should not mean that all repair bids and costs become public information to be requested by FOIA or other means.
Anonymous 5/11/2026 03:04 PM	The city grasp and understanding the issues. To understand that rental is a business and in order to survive its needs to generate income without over due burden.

Provide feedback on proposed changes : Survey Report for **22 March 2021** to **15 June 2026**

Anonymous 5/11/2026 05:02 PM	Frequent/common examples. The fact sheet link in the email does not work, so unable to review that.
Anonymous 5/13/2026 08:10 AM	
Anonymous 5/13/2026 02:07 PM	Allowing insurance as a allowed mandatory fee. The tenant can get their own or it will be provided, allowing uninsured tenants in properties is no different then allowing uninsured motorists - in case of a problem, the uninsured is just shifting costs to others
Anonymous 5/14/2026 07:05 AM	A requirement that landlords effectively enforce their own no-smoking policy if inserted into their leases, specifically by requiring in-unit violation inspections. Tenants should be allowed to have private list-serves by and for tenants that are NOT monitored by landlords to encourage participation. There should be a penalty preventing developers from building additional projects until they are in compliance with their own no-smoking policies!
Anonymous 5/22/2026 12:55 PM	
Hwoodson 6/14/2026 11:51 AM	This notice period must correspond to the rent payment cycle.

Optional question · 19 responses · 5 skipped

Question type : Essay Question

Q7. What resources would be the most helpful in ensuring that you understand your rights and responsibilities (either as a landlord or a tenant) under the new code?

Anonymous 4/14/2026 11:38 AM	Don't see any rights for landlords except to screwed over.
Anonymous 4/14/2026 01:36 PM	A fact sheet, like the one for the proposed changes.
Ladams 4/16/2026 09:37 AM	More meetings and a guide.
Anonymous 4/16/2026 09:46 AM	Fact sheets - for both landlords and tenants as well as examples of issues which may be resolved through simple meetings/explanations. We have lots of examples from 20 years of work managing properties
Anonymous 4/16/2026 09:46 AM	The best thing for me is communication from the City. Not just an update to a web page that I'll never go to, but communication that is sent by mail, emailed or texted to me. Then, I'll look at it. Ann Arbor has the same problem. The City makes changes that affect my properties and then don't notify the owners or management companies about the changes. We're expected to just know these things by knowing where to look on their website. They know who we are, they have our addresses and email addresses because they sure know who to send bills and invoices to, but when it comes to communicating new changes, they don't proactively contact us. For me, that's very frustrating and I'd encourage Rockville to proactively send emails and letters to owners of rental properties so we are always aware of what ordinances have changed and what's new that we need to comply with.
Anonymous 4/16/2026 10:40 AM	
Anonymous 4/17/2026 06:05 AM	The resource most helpful would be a 40% subsidy to landlords because that's what these regulations will cost. These regulations look like they were written by Che Guevara.
Anonymous 4/17/2026 07:33 PM	At the time of leasing, the landlord could be required to give the tenant a 2-sided, brightly colored handout that has landlord-related code on one side and tenant-related code on the other, with a QR code that leads to an online version and the code in various languages. Also, multifamily properties could be required to post the QR code in the property office.
Anonymous 4/17/2026 08:25 PM	A landlord should be required to provide to the prospective tenant a copy of the rights and responsibilities.
Anonymous 4/23/2026 01:22 PM	
Hwoodson 4/27/2026 05:53 PM	Lease sample
Anonymous 5/11/2026 09:10 AM	Practical guidance sheet

Provide feedback on proposed changes : Survey Report for 22 March 2021 to 15 June 2026

Anonymous 5/11/2026 10:10 AM	Actually getting code enforcement authorities to do their job and report inspections accurately and randomly to different units throughout the year, rather than at set times.
Anonymous 5/11/2026 10:12 AM	
Anonymous 5/11/2026 11:21 AM	Aggressive community outreach. Putting city employees in neighborhoods and buildings to talk to residents
Anonymous 5/11/2026 11:55 AM	
DickSt 5/11/2026 12:26 PM	A Sign-up sheet to relinquish a rental property in the City of Rockville, if the code interpretation is such that lease terms are dictated by staff and not by the marketplace. City should encourage ownership, and should advocate for fairness in the rental market, but when mortgage rates change and national economic conditions change, the laws can not be made to prevent landlords from raising prices during inflationary periods. Neither the City, nor owners or tenants can predict inflation and laws should not be put in place to put the burden of the national economy on property owners. Please be sure the annual questionnaire is carried out more logically than is done with Montgomery County DHCD process.
Anonymous 5/11/2026 03:04 PM	
Anonymous 5/11/2026 05:02 PM	Examples.
Anonymous 5/13/2026 08:10 AM	Not another document to include in the lease, please. Between federal, state and county requirements, our lease packet for properties built before 1978 is nearly 100 pages long. NO TENANTS READ THAT. Our lease is only 7 of those pages.
Anonymous 5/13/2026 02:07 PM	Complete alignment with MoCo and MD rules so we don't have to worry that a property is in or out of Rockville city limits driving a change in processes.
Anonymous 5/14/2026 07:05 AM	It would be helpful if all developments were required to have community boards under lock and key where the landlord/tenant policies could be PROMINENTLY posted with appropriate email and hone number information by which to report violations.
Anonymous 5/22/2026 12:55 PM	
Hwoodson 6/14/2026 11:51 AM	A clear, plain-language summary of the new code or A comparison chart showing what changed.

Optional question · 18 responses · 6 skipped

Question type : Essay Question

Climate Assessment

Office of Legislative Oversight

BILL 8-26: LANDLORD–TENANT RELATIONS – PROHIBITION AGAINST PRICE COORDINATION AND RENT-SETTING ALGORITHMS

SUMMARY

The Office of Legislative Oversight (OLO) anticipates Bill 8-26 will have no impact on the County’s contribution to climate change. While the affordability of a community’s housing stock has a direct correlation to the overall resilience of a community, and on its ability to prepare for current and future risks, it is unclear if and how algorithmic devices have impacted affordable housing stock in the County.

BACKGROUND AND PURPOSE OF BILL 8-26

In recent years, federal and state lawsuits have been filed against companies using algorithms¹ to facilitate coordination among landlords to set rent prices and occupancy levels. In 2025, Maryland’s Attorney General sued RealPage and six of the largest residential landlords in the state for illegally raising the rent for hundreds of thousands of Maryland tenants.¹ In January 2026, Maryland state delegates introduced legislation to prohibit the use of devices that rely on nonpublic data to set rent, occupancy levels, and lease terms.²

According to its lead sponsor, the purpose of Bill 8-26 is to promote free markets in rental housing by “cracking down on illegal price-fixing and collusion that results in higher rents.”³ If enacted, the Bill would:⁴

- 1) prohibit the use of algorithmic devices to establish rents or rental terms in the County;
- 2) prohibit price coordination regarding rents or rental terms in the County; and
- 3) provide for the enforcement of the prohibitions.

Each day a landlord breaks the law under this Bill counts as a separate Class A offense, with fines starting at \$500 and increasing to \$750 per repeat violation. The County can issue orders requiring landlord action or a court appearance to force compliance.⁵

Figure 1 in the Appendix includes the definitions of an algorithmic device and price coordination under Bill 8-26. Figure 2 lists the rental data collection activities that would still be allowed under the Bill.

The Council introduced Bill 8-26 on February 10, 2026.

¹ “An algorithm is a set of steps for accomplishing a task or solving a problem. Algorithms are a key component of any computer program and are the driving force behind various systems and applications, such as navigation systems, search engines, and music streaming services.” [What Is an Algorithm? | Definition & Examples](#), Scribbr.

ANTICIPATED IMPACTS

The affordability of a community's housing stock has a direct correlation to the overall resilience of a community, and on its ability to prepare for current and future risks.⁶

Affordable housing can improve community resilience through two ways: increasing housing stability and alleviating cost-burdened households. Housing stability can increase community resilience through enhancing social cohesion by building community ties and enabling residents to stay better connected during emergencies.⁷

Cost-burdened households, which are households that spend over 30% of income on housing, generally have less cash on hand to weather shocks, such as extreme weather events, compared to households that are not cost burdened. Many cost-burdened households are renters and census data released in 2024 show nearly half (49.2%) of renter households in the United States are cost-burdened.⁸ In Montgomery County, 47% of renters are cost burdened and the County's median monthly gross rent of \$2,097 is 22% higher than Maryland's median (\$1,721).⁹

Algorithmic devices, such as RealPage and YieldStar, have been used across the country to set rents using proprietary data from other landlords, which has resulted in inflated rents according to various reports.¹⁰ However, the effects of algorithmic price fixing on rent prices cannot be determined in Montgomery County. According to staff from the Department of Housing and Community Affairs (DHCA), there has not been a complaint or report related to landlords using rent-setting algorithms.¹¹ It is unclear how algorithmic devices have been used to establish rents in the County and how it would affect affordable housing stock.¹²

As it is unclear if and how algorithmic devices have impacted affordable housing stock in the County and if it has caused more households to be cost-burdened, OLO anticipates Bill 8-26 will have no impact on the County's contribution to addressing climate change, including the reduction and/or sequestration of greenhouse gas emissions, community resilience, and adaptative capacity.

RECOMMENDED AMENDMENTS

The Climate Assessment Act requires OLO to offer recommendations, such as amendments or other measures to mitigate any anticipated negative climate impacts.¹³ OLO does not offer recommendations or amendments as Bill 8-26 is likely to have no impact on the County's contribution to addressing climate change, including the reduction and/or sequestration of greenhouse gas emissions, community resilience, and adaptative capacity.

CAVEATS

OLO notes two caveats to this climate assessment. First, predicting the impacts of legislation upon climate change is a challenging analytical endeavor due to data limitations, uncertainty, and the broad, global nature of climate change. Second, the analysis performed here is intended to inform the legislative process, not determine whether the Council should enact legislation. Thus, any conclusion made in this statement does not represent OLO's endorsement of, or objection to, the bill under consideration.

PURPOSE OF CLIMATE ASSESSMENTS

The purpose of the Climate Assessments is to evaluate the anticipated impact of legislation on the County's contribution to addressing climate change. These climate assessments will provide the Council with a more thorough understanding of the potential climate impacts and implications of proposed legislation, at the County level. The scope of the Climate Assessments is limited to the County's contribution to addressing climate change, specifically upon the County's contribution to greenhouse gas emissions and how actions suggested by legislation could help improve the County's adaptative capacity to climate change, and therefore, increase community resilience.

While co-benefits such as health and cost savings may be discussed, the focus is on how proposed County bills may impact GHG emissions and community resilience.

CONTRIBUTIONS

OLO staffer Kaitlyn Simmons drafted this assessment.

APPENDIX

Figure 1: Definition of an Algorithmic Device and Price Coordination

In general, an *algorithmic device* would be a product or service that:

- (1) uses one or more algorithms to perform calculations;
- (2) uses data concerning historical or contemporaneous rents, rent changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates from:
 - (A) 2 or more landlords;
 - (B) public databases; or
 - (C) a combination of public databases and 2 or more landlords; and
- (3) recommends rents, fees, rental terms, or occupancy levels for a rental unit.

The general definition of *price coordination* would be:

- (1) collecting from 2 or more landlords or from public databases, 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.

Source: [Introduction Staff Report for Bill 8-26](#), Montgomery County Council, Introduced February 10, 2026.

Figure 2: Rental Data Collection Activities Allowed Under Bill 8-26

The following activities would be exempt from the bill's prohibition against algorithmic devices and price coordination:

- (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 the County, the state, or the federal government; or
- (3) the provision or use of data by a natural person who is a landlord of only one rental unit.

Source: [Introduction Staff Report for Bill 8-26](#), Montgomery County Council, Introduced February 10, 2026.

¹ [Attorney General Brown Sues RealPage and Residential Landlords for Illegally Raising Rent for Thousands of Maryland Resident, Press Release from the Office of the Attorney General of Maryland.](#)

² [2026 Regular Session - House Bill 434](#), Introduced January 22, 2026.

³ [Introduction Staff Report for Bill 8-26](#), Montgomery County Council, Introduced February 10, 2026.

⁴ Ibid.

⁵ Introduction Staff Report for Bill 8-26, Montgomery County Council, Introduced February 10, 2026.
Montgomery County Code, Sec. 1-19. Fines and penalties.

⁶ [Alliance for National and Community Resilience](#), The Community Resilience Benchmarks, 2019.; [National Low Income Housing Coalition](#), Disaster Housing Recovery, Research and Resilience, Accessed 2/24/2026.

⁷ [Georgetown Climate Center](#), Equitable Adaptation Legal and Policy Toolkit, Accessed 2/24/2026.; [Alliance for National and Community Resilience](#), The Community Resilience Benchmarks, 2019.

⁸ [United States Census Bureau](#), Nearly Half of Renter Households Are Cost-Burdened, Proportions Differ by Race, September 12, 2024.

⁹ [Montgomery Planning](#), Findings from the 2024 American Community Survey: Montgomery County, Maryland, and the United States, September 19, 2025.

¹⁰ [American Economic Liberties Project](#), A New Culprit in the Housing Crisis: Rent-Setting Software Algorithms, March 13, 2024.; [Propublica](#), Rent Going Up? One Company's Algorithm Could Be Why, October 15, 2022.; [NPR](#), New limits for rent algorithm that prosecutors say let landlords drive up prices, November 25, 2025.

¹¹ DHCA Staff

¹² Ibid.

¹³ Bill 3-22, Legislative Branch – Climate Assessments – Required, Montgomery County Council, Effective date October 24, 2022

Economic Impact Statement

Montgomery County, Maryland

Bill 8-26 – Landlord-Tenant Relations – Prohibition Against Price Coordination and Rent-Setting Algorithms

Summary

The Office of Legislative Oversight (OLO) anticipates that Bill 8-26 would have an indeterminate impact on economic conditions in the County, as measured by the Council's priority economic indicators. By prohibiting the use of algorithmic devices to establish rents and to coordinate prices, the Bill would primarily affect landlords and renters in the County. OLO cannot confidently anticipate the overall economic impact of the Bill for two main reasons:

First, while a growing number of states and local jurisdictions have recently moved to restrict or ban the use of rental pricing algorithms,¹ the empirical evidence on their economic effects remains limited and somewhat mixed. OLO identified two working papers that investigate rental pricing algorithms. Both find that use of RealPage's pricing software—a major provider used by large multifamily landlords—is associated with higher rents for adopters and in markets with higher adoption, relative to non-adopters and lower-adoption markets. However, only one study finds statistically significant evidence consistent with price coordination among landlords using the same pricing software, while the other does not find clear evidence that higher rents are caused by coordination through the software rather than by other factors.

Second, there is uncertainty regarding how the County's Department of Housing and Community Affairs (DHCA) could effectively enforce the ban. DHCA has no prior complaints or enforcement experience with algorithms, and the department's purely complaint-based approach to housing enforcement is unlikely to be effective.

Given uncertainty regarding effective enforcement of bans, OLO recommends that Councilmembers consider requesting a full report from the office on the economic impacts of rental pricing algorithms and options for effective enforcement.

Background and Purpose of Bill 8-26

In recent years, the U.S. Department of Justice and several states have sued companies using algorithms² for price-fixing among landlords. In 2025, Maryland's Attorney General sued RealPage and six major residential landlords for illegally raising rents on hundreds of thousands of tenants.³ In January 2026, Maryland state

¹ Cheyenne Tan, "How U.S. States Are Tackling Algorithmic Pricing: 2025 Bill Tracker and Analysis," *Innovation at Consumer Reports*, August 1, 2025, <https://innovation.consumerreports.org/how-u-s-states-are-tackling-algorithmic-pricing-2025-bill-tracker-and-analysis/>.

² "An algorithm is a set of steps for accomplishing a task or solving a problem. Algorithms are a key component of any computer program and are the driving force behind various systems and applications, such as navigation systems, search engines, and music streaming services." [What Is an Algorithm? | Definition & Examples](#), Scribbr.

³ [Attorney General Brown Sues RealPage and Residential Landlords for Illegally Raising Rent for Thousands of Maryland Resident, Press Release from the Office of the Attorney General of Maryland.](#)

delegates introduced a law to ban devices that use nonpublic data to set rent, occupancy levels, and lease terms.⁴

According to its lead sponsor, the purpose of Bill 8-26 is to promote “free markets in the rental housing market [by] cracking down on illegal price-fixing and collusion that results in higher rents.”⁵ If enacted, the Bill would: ⁶

- prohibit the use of algorithmic devices to establish rents or rental terms in the County;
- prohibit price coordination regarding rents or rental terms in the County; and
- provide for the enforcement of the prohibitions.

Each day a landlord breaks the law under this Bill would count as a separate Class A offense, with fines starting at \$500 and increasing to \$750 per repeat violation. The County could issue orders requiring landlord action or a court appearance to force compliance.⁷

Figure 1 in the Appendix includes the definitions of an algorithmic device and price coordination under Bill 8-26. Figure 2 lists the rental data collection activities that would still be allowed under the Bill.

The Council introduced Bill 8-26 on February 10, 2026.

Information Sources, Methodologies, and Assumptions

As required by Section 2-81B of the Montgomery County Code, this Economic Impact Statement evaluates the impacts of Bill 8-26 on residents and private organizations, using the Council’s priority economic indicators as the measure. In doing so, it examines whether the Bill would have a net positive or negative impact on overall economic conditions in the County.⁸

For this analysis, OLO did not identify any impact evaluations of local bans on rental pricing software that estimate their effects on rents or other outcomes. Instead, OLO relied on two non-peer-reviewed working papers that empirically investigate whether the use of RealPage’s rental pricing software affects rents.

In addition, this analysis draws on OLO correspondence with DHCA staff regarding potential enforcement challenges.

Variables

The primary variables that would affect the economic impacts of enacting Bill 8-26 are the following:

- Average rents
- Average occupancy rates
- Price coordination

⁴ [2026 Regular Session - House Bill 434](#), Introduced January 22, 2026.

⁵ [Introduction Staff Report for Bill 8-26](#), Montgomery County Council, Introduced February 10, 2026.

⁶ Ibid.

⁷ Introduction Staff Report for Bill 8-26, Montgomery County Council, Introduced February 10, 2026.

Montgomery County Code, Sec. 1-19. Fines and penalties.

⁸ Montgomery County Code, “[Sec. 2-81B, Economic Impact Statements](#).”

- Enforcement effectiveness

Impacts

WORKFORCE ▪ TAXATION POLICY ▪ PROPERTY VALUES ▪ INCOMES ▪ OPERATING COSTS ▪ PRIVATE SECTOR CAPITAL INVESTMENT ▪ ECONOMIC DEVELOPMENT ▪ COMPETITIVENESS

Evidence Review

OLO identified two non-peer-reviewed working papers on the effects of RealPage’s rental pricing software on rents:

- Calder-Wang and Kim (2024), [Algorithmic Pricing in Multifamily Rentals: Efficiency Gains or Price Coordination?](#)
- Majidzadeh et al. (2025), [Investigation of Alleged “Algorithmic Collusion” in Rental Housing: Impact and Implications of RealPage’s Pricing Algorithms for Housing Affordability](#)

Calder-Wang and Kim (2024) investigate the effects of RealPage’s rental pricing software on rents and occupancy in U.S. market-rate multifamily buildings, using panel data from the top 50 metropolitan areas between 2005 and 2019. They found that markets and segments with higher adoption of RealPage’s pricing software had higher average rents and lower average occupancy during economic recoveries relative to comparable markets with lower adoption. They conclude that pricing algorithms likely operate through two channels: they help landlords adjust rents more quickly to changing market conditions (lowering rents and raising occupancy in downturns) but also appear to facilitate coordinated pricing among landlords using the same software to inflate prices during recoveries.

Majidzadeh et al. (2025) investigate the relationship between RealPage’s rental pricing software and rents in U.S. multifamily properties, combining cross-sectional building-level data and metropolitan rent indices for the 2010s through early 2020s. Similar to Calder-Wang and Kim, Majidzadeh et al. (2025) find that properties associated with RealPage’s pricing software charge higher rents per square foot than comparable properties that are not identified as users. In contrast to Calder-Wang and Kim, however, they do not find consistent, statistically significant evidence that RealPage’s acquisition of a major competitor led to additional rent increases. As a result, they cannot clearly attribute the observed rent premium to landlords coordinating through the software rather than to other factors.

Residents

OLO anticipates that Bill 8-26 would have an indeterminate impact on certain County residents.

In theory, the Bill could affect current and prospective renters whose landlords use pricing software. Studies reviewed by OLO find that use of RealPage’s rent-setting software is associated with higher rents for adopters and in high-adoption markets, relative to non-adopters and low-adoption markets. Based on these findings, it is plausible that a ban, if effective, could reduce rents for affected units and thereby reduce nondiscretionary household expenditures on rent for affected renters. However, OLO did not identify studies examining the impacts of such bans in other jurisdictions and has questions regarding DHCA’s ability to effectively enforce a local ban.

For these reasons, OLO cannot determine how the Bill would impact residents with respect to the Council's priority economic indicators.

Businesses, Non-Profits, Other Private Organizations

OLO anticipates that Bill 8-26 would have an indeterminate impact on certain private organizations in the County.

The Bill could affect landlords who use pricing software to set rents. An effective ban could reduce rent revenues for landlords that use such software. However, for reasons previously discussed regarding uncertain enforcement and limited evidence on the impacts of bans, OLO cannot determine how the Bill would affect local businesses with respect to the Council's other priority economic indicators.

Net Impact

For reasons previously discussed, OLO anticipates that Bill 8-26 would have an indeterminate overall impact on economic conditions in the County.

Discussion Items

Given the uncertainty surrounding effective enforcement of local bans on pricing software, Councilmembers should consider requesting a full report from OLO on the economic impacts of rental pricing algorithms and options for effective enforcement.

Caveats

Two caveats to the economic impact analysis conducted here should be noted. First, predicting the economic impacts of legislation is a challenging analytical endeavor due to data limitations, the multitude of causes of economic outcomes, economic shocks, uncertainty, and other factors. Second, the analysis performed here is intended to *inform* the legislative process, not determine whether the Council should enact legislation. Thus, any conclusion made in this statement does not represent OLO's endorsement of, or objection to, the Bill under consideration.

Contributions

Stephen Roblin, PhD (OLO) prepared this report.

Appendix

Figure 1: Definition of an Algorithmic Device and Price Coordination

In general, an *algorithmic device* would be a product or service that:

- (1) uses one or more algorithms to perform calculations;
- (2) uses data concerning historical or contemporaneous rents, rent changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates from:
 - (A) 2 or more landlords;
 - (B) public databases; or
 - (C) a combination of public databases and 2 or more landlords; and
- (3) recommends rents, fees, rental terms, or occupancy levels for a rental unit.

The general definition of *price coordination* would be:

- (1) collecting from 2 or more landlords or from public databases, 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.

Source: [Introduction Staff Report for Bill 8-26](#), Montgomery County Council, Introduced February 10, 2026.

Figure 2: Rental Data Collection Activities Allowed Under Bill 8-26

The following activities would be exempt from the Bill's prohibition against algorithmic devices and price coordination:

- (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 the County, the state, or the federal government; or
- (3) the provision or use of data by a natural person who is a landlord of only one rental unit.

Source: [Introduction Staff Report for Bill 8-26](#), Montgomery County Council, Introduced February 10, 2026.

Racial Equity and Social Justice (RESJ) Impact Statement

Office of Legislative Oversight

BILL 8-26: LANDLORD-TENANT RELATIONS – PROHIBITION AGAINST PRICE COORDINATION AND RENT-SETTING ALGORITHMS

SUMMARY

The Office of Legislative Oversight (OLO) finds the anticipated RESJ impact of Bill 8-26 is indeterminant. Several factors related to how the law would be enforced are unknown. As such, OLO is unable to determine how the ban on price coordination and rent-setting algorithms will impact racial and social inequities in housing.

PURPOSE OF RESJ IMPACT STATEMENTS

RESJ impact statements (RESJIS) evaluate the anticipated impact of legislation on racial equity and social justice in the County. RESJ is a **process** that focuses on centering the needs, leadership, and power of Black, Indigenous, and other People of Color (BIPOC) and communities with low incomes. RESJ is also a **goal** of eliminating racial and social inequities. Applying a RESJ lens is essential to achieve RESJ.¹ This involves seeing, thinking, and working differently to address the racial and social inequities that cause racial and social disparities.²

PURPOSE OF BILL 8-26

In recent years, the U.S. Department of Justice and several states have sued companies using algorithmsⁱ for price-fixing among landlords. In 2025, Maryland's Attorney General sued RealPage and six major residential landlords for illegally raising rents on hundreds of thousands of tenants.³ In January 2026, Maryland state delegates introduced a law to ban devices that use nonpublic data to set rent, occupancy levels, and lease terms.⁴

According to its lead sponsor, the purpose of Bill 8-26 is to promote free markets in rental housing by “cracking down on illegal price-fixing and collusion that results in higher rents.”⁵ If enacted, the Bill would:⁶

- 1) prohibit the use of algorithmic devices to establish rents or rental terms in the County;
- 2) prohibit price coordination regarding rents or rental terms in the County; and
- 3) provide for the enforcement of the prohibitions.

Each day a landlord breaks the law under this Bill would count as a separate Class A offense, with fines starting at \$500 and increasing to \$750 per repeat violation. The County could issue orders requiring landlord action or a court appearance to force compliance.⁷

Figure 1 in the Appendix includes the definitions of an algorithmic device and price coordination under Bill 8-26. Figure 2 lists the rental data collection activities that would still be allowed under the Bill.

The Council introduced Bill 8-26 on February 10, 2026.

ⁱ “An algorithm is a set of steps for accomplishing a task or solving a problem. Algorithms are a key component of any computer program and are the driving force behind various systems and applications, such as navigation systems, search engines, and music streaming services.” [What Is an Algorithm? | Definition & Examples](#), Scribbr.

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This RESJIS builds on the following impact statements authored by OLO:

- [RESJIS for Bill 15-23: Landlord-Tenant Relations – Anti-Rent Gouging Protections](#), published in March 2023; and
- [RESJIS for Bill 31-25: Landlord Notice Requirements – Evictions](#), published in October 2025.

Please refer to these two statements to understand why racial and ethnic differences in housing security and evictions are not natural or random. The statements explain how government actions have played a major role in creating and keeping unfair access to housing by race and ethnicity.

HOUSING INSECURITY, CORPORATE OWNERSHIP, AND RACIAL EQUITY

Due to various racial inequities in housing and economic security—including housing discrimination, residential and occupational segregation, and the racial wealth divide⁸—Black people across the U.S. are disproportionately impacted by evictions. A 2023 Eviction Lab study found Black renters accounted for over half of eviction filings despite comprising only 19 percent of all renters nationwide.⁹

In the County, evictions are not tracked by race and ethnicity. However, other indicators of eviction risk suggest Black community members are most impacted by housing insecurity and eviction. For instance:

- A 2023 Council Summer Fellows Program analysis found Black community members were overrepresented among renters in areas where evictions occur the most in the County;¹⁰
- While Black community members account for 18 percent of the County’s population, they accounted for 45 percent of renters who applied for COVID-19 emergency rental assistance from 2022 until 2023;¹¹
- Latinx and Black households are more likely than White and Asian households to experience a housing cost burden, spending more than 30 percent of their household income on mortgage or rent (Appendix Table A); and
- On the night of the 2025 Annual Point-in-Time (PIT) count of persons experiencing homelessness, 56 percent of individual adults identified as Black, a disproportionately high share compared to the 18 percent of County residents who are Black.¹²

Since the 2008 financial crisis, more corporations have bought single-family homes to rent out. This has led to higher rents for these homes, making it tougher for lower-income and BIPOC families to find affordable housing. A 2024 paper from the Federal Reserve Bank of Philadelphia shows that:

- 1) corporate investors raise rents 60 percent more than average when they buy single-family homes;
- 2) a higher share of investors in a neighborhood is associated with more frequent rent increases compared to non-investor landlords; and
- 3) corporate investors are purchasing homes in areas with more Black residents and fewer college graduates.¹³

Algorithmic pricing software can help otherwise competing landlords work together to raise rents. This has negative effects on housing affordability and eviction rates. A 2024 report from Local Progress and the American Economic Liberties Project showed double-digit rent increases in cities where use of this software is common. One of RealPage's clients noted a 15 percentage point rise in tenant turnover after using the software.¹⁴ A 2022 ProPublica investigation revealed that RealPage's YieldStar sometimes advised landlords to raise rents and keep units vacant to boost profits.¹⁵ Further reporting has found that the use of this algorithmic rent-setting software is most prevalent among large, corporate landlords who benefit from economies of scale.¹⁶

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Several cities are trying to tackle algorithmic pricing with local bans. These include Jersey City, San Francisco, Philadelphia, Minneapolis, and San Diego.¹⁷ For example, the Minneapolis ordinance:

- 1) requires property owners to self-attest that they do not use algorithmic rent-setting devices every time they renew their rental license;
- 2) requires a notice be sent to all rental property owners educating them about the new rules; and
- 3) allows tenants to file a civil action in court to seek compensatory damages, along with reasonable attorney fees and costs, if an owner or operator violates the ordinance.¹⁸

The stated intent of these regulations is to protect renters, promote fair competition, and address the challenges of housing affordability in Minneapolis.¹⁹

ANTICIPATED RESJ IMPACTS

If enacted, Bill 8-26 would ban all landlords in the County from using algorithmic pricing software. To consider the anticipated impact of Bill 8-26 on RESJ in the County, OLO recommends the consideration of two related questions:

- Who would primarily benefit or be burdened by this bill?
- What racial and social inequities could passage of this bill weaken or strengthen?

OLO identified the following groups who would be impacted by Bill 8-26:

- **Tenants** would benefit from stopping rent increases and voluntary vacancies caused by algorithmic pricing software. In the County, Black and Latinx households are more likely to be cost-burdened renters (Appendix Table A). Given racial and ethnic disparities in housing costs, banning the use of algorithmic pricing software could disproportionately benefit BIPOC renters and improve racial disparities in housing.
- **Landlords** may be burdened by bans on certain rent and occupancy setting methods that could help boost their profits. Landlords and real estate groups often oppose these bans, claiming existing laws already prevent price-fixing behaviors.²⁰ As shown in Table B in the Appendix, White community members are significantly overrepresented among real estate, rental, and leasing business owners in the County. Furthermore, if any of the real estate companies are publicly traded, most of the benefit will likely go to White community members who own stock at higher rates than BIPOC community members.²¹ As such, a ban on algorithmic pricing would disproportionately burden White landlords and community members and would not worsen racial disparities in the County.

There remain, however, several unanswered questions in determining whether and how a ban on price coordination and rent-setting algorithms could ultimately impact racial and social inequities in housing. These include, but are not limited to, the following questions:

- Will the Montgomery County Department of Housing and Community Affairs (DHCA) conduct proactive investigations or rely on complaints submitted by tenants? According to staff, DHCA has never received complaints or reports related to the use of rent-setting algorithms.²²
- If DHCA relies on complaints, how will tenants know whether their landlords are using prohibited rent-setting algorithms?

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- Does DHCA have the staff capacity to conduct complaint review and enforcement? According to staff, DHCA has never investigated or enforced these types of matters.²³

These unanswered questions regarding how Bill 8-26 would be implemented are heightened by a lack of evidence isolating the impacts of algorithmic pricing software on rent and vacancy levels when also considering new construction, macroeconomic demand, and developer behavior.²⁴

Taken together, OLO finds the anticipated RESJ impact of Bill 8-26 is indeterminate.

RECOMMENDED AMENDMENTS

The County's RESJ Act requires OLO to consider whether to recommend amendments to bills that could reduce racial and social inequities and advance RESJ.²⁵ OLO cannot discern the anticipated RESJ impact of Bill 8-26. However, should the Council seek to improve the RESJ impact of this Bill, OLO offers several policy options for Council consideration:

- **Establish systems for proactive administration and enforcement of Bill 8-26.** As explained by researchers at the Urban Institute, decisions about who will govern, administer, and enforce policies related to rent regulation can mitigate or compound existing unequal tenant-landlord power dynamics.²⁶ BIPOC and undocumented tenants might be afraid to submit a complaint about a landlord using algorithmic pricing software for fear of retaliation. To improve equitable tenant outcomes and avoid putting the responsibility of enforcement onto tenants alone, the Council could, for example:
 - 1) Require DHCA to coordinate periodic audits of large property management companies to verify compliance through undercover fair housing testers. Audits should be targeted in areas with the highest share of Black and Latinx renters, who may be most negatively impacted by rent-setting algorithms.
 - 2) Require landlords to self-attest every year that they do not use prohibited algorithmic tools or engage in price coordination. This self-attestation form could be tied to the rental license renewal process, as described above in the example of the City of Minneapolis ordinance.
- **Launch a "Know Your Rights and Responsibilities" communication and training campaign tied to Bill 8-26.** For example, the Council could require DHCA to publish plain-language explainers in multiple languages that describe:
 - 1) the basics of the law and what is now illegal;
 - 2) how to recognize and document signs of price coordination and the use of rent-setting algorithms; and
 - 3) how to file a complaint through MC311.

County staff should conduct proactive communication to landlords and tenants in areas with the highest concentration of Black and Latinx renters. For example, after the adoption of its rent stabilization policy, the City of Oakland proactively offered rent stabilization workshops for small property owners as well as workshops geared toward teaching tenants their rights under the law.²⁷ County staff should also be trained to recognize warning signs of algorithmic pricing and how to appropriately respond.

CAVEATS

Two caveats to this RESJIS should be noted. First, predicting the impact of bills on RESJ is challenging due to data limitations, uncertainty, and other factors. Second, this RESJIS is intended to inform the Council's decision-making

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process rather than determine it. Thus, any conclusion made in this statement does not represent OLO's endorsement of, or objection to, the Bill under consideration.

APPENDIX

Figure 1: Definition of an Algorithmic Device and Price Coordination

In general, an *algorithmic device* would be a product or service that:

- (1) uses one or more algorithms to perform calculations;
- (2) uses data concerning historical or contemporaneous rents, rent changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates from:
 - (A) 2 or more landlords;
 - (B) public databases; or
 - (C) a combination of public databases and 2 or more landlords; and
- (3) recommends rents, fees, rental terms, or occupancy levels for a rental unit.

The general definition of *price coordination* would be:

- (1) collecting from 2 or more landlords or from public databases, 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.

Source: [Introduction Staff Report for Bill 8-26](#), Montgomery County Council, Introduced February 10, 2026.

Figure 2: Rental Data Collection Activities Allowed Under Bill 8-26

The following activities would be exempt from the Bill's prohibition against algorithmic devices and price coordination:

- (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 the County, the state, or the federal government; or
- (3) the provision or use of data by a natural person who is a landlord of only one rental unit.

Source: [Introduction Staff Report for Bill 8-26](#), Montgomery County Council, Introduced February 10, 2026.

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Table A. Homeownership Rate and Cost Burden Rates of Homeowners and Renters. Montgomery County, 2024

Race and Ethnicity ²⁸	Homeownership Rate	Homeowner Cost Burden Rate	Renter Rate	Renter Cost Burden Rate
Asian	71%	26%	29%	37%
Black	40%	33%	60%	54%
White	76.5%	23%	23.5%	37%
Latinx	54%	27%	46%	56%

Source: [Table S0201](#), 2024 American Community Survey 1-Year Estimates, Census Bureau.

Table B. Real Estate and Rental and Leasing Employer Firms by Race and Ethnicity, Montgomery County, 2022²⁹

Race and Ethnicity	Percent of Real Estate and Rental and Leasing Business Owners (NAICS 53)	Percent of All Sectors (NAICS 00)	Percent of Adult Population
Asian	12.4	21.8	15.4
Black	5.1	7.6	18.6
American Indian or Alaska Native	—	1.4	0.6
Pacific Islander	—	0.1	0.0
White	82.3	69.1	42.1
Hispanic or Latinx (of any race)	3.9	10.0	21.0

Source: OLO analysis of 2022 Annual Business Survey ([Table AB2200CSA01](#)) and 2024 American Community Survey 5-Year Estimates ([Table DP05](#)).

¹ Definition of racial equity and social justice adopted from [M. Gamblin, “Using a Racial Equity Scorecard for Policy and Programs,” Bread for the World Institute](#) and the [Racial Equity Tools Glossary](#).

² Ibid.

³ [Attorney General Brown Sues RealPage and Residential Landlords for Illegally Raising Rent for Thousands of Maryland Resident, Press Release from the Office of the Attorney General of Maryland.](#)

⁴ [2026 Regular Session - House Bill 434](#), Introduced January 22, 2026.

⁵ [Introduction Staff Report for Bill 8-26](#), Montgomery County Council, Introduced February 10, 2026.

⁶ Ibid.

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⁷ Introduction Staff Report for Bill 8-26, Montgomery County Council, Introduced February 10, 2026.

Montgomery County Code, Sec. 1-19. Fines and penalties.

⁸ E. Bonner-Tompkins, J. Peña, & E. Tesfaye, OLO Report 2024-11: [Racial Equity and Social Justice Policy Handbook: Land Use, Housing, and Economic Development](#), Office of Legislative Oversight, June 18, 2024.

⁹ N. Graetz, et. al, [Who is Evicted in America](#), The Eviction Lab, October 3, 2023.

¹⁰ D. Carrillo, [Expanding COVID-19 Eviction Diversion Strategies: Centering Black, Indigenous, and People of Color in Outreach](#), Montgomery County Council, August 11, 2023, pg. 17.

¹¹ [DHHS Pulse Report: COVID-19 Impact and Recovery, Department of Health and Human Services](#), May 17, 2023.

¹² [Memorandum to Montgomery County Council Health and Human Services Committee](#), June 23, 2025.

¹³ K. Lee & D. Wylie, [Institutional Investors, Rents, and Neighborhood Change in the Single Family Residential Market](#), Federal Reserve Bank of Philadelphia, June 2024.

¹⁴ Local Progress and the American Economic Liberties Project, [Policy Memo: Rent-Setting Software Algorithms](#), March 2024.

¹⁵ H. Vogell, [How a Secret Rent Algorithm Pushes Rents Higher](#), ProPublica, October 15, 2022.

¹⁶ ProPublica report and M. Reynolds, [Report eyes profits of Atlanta landlords using RealPage](#), The Atlanta Journal Constitution, June 18th, 2024.

¹⁷ J. Brey, [Several Cities Block AI-Powered Rent Gouging](#), *Governing*, June 10, 2025.

¹⁸ City of Minneapolis, [Use of Algorithms in Rental Rates: Staff Presentation](#), March 20, 2025. The ordinance is set to take effect on March 1, 2026.

¹⁹ Ibid.

²⁰ J. Brey, [Several Cities Block AI-Powered Rent Gouging](#), *Governing*, June 10, 2025.

²¹ National polling suggests stock ownership varies significantly by race and ethnicity, with an estimated 70 percent of White adults owning stock, compared with 53 percent of Black adults and 38 percent of Hispanic adults.

[What Percentage of Americans Own Stock?](#) Based on combined data from April 1-22, 2024, and April 1-14, 2025, Gallup polls.

²² OLO correspondence with DHCA staff, February 18, 2026.

²³ Ibid.

²⁴ One example a *non-peer* reviewed study is T. Majidzadeh et. al, [Investigation of Alleged ‘Algorithmic Collusion’ In Rental Housing](#), University of Berkeley, April 14, 2025.

²⁵ [Bill 27-19, Administration – Human Rights – Office of Racial Equity and Social Justice – Racial Equity and Social Justice Advisory Committee – Established, Montgomery County Council.](#)

²⁶ C. P. Stacy et al., [Rent Control: Key Policy Components and Their Equity Implications](#), Urban Institute, July 2021.

²⁷ Ibid.

²⁸ For Tables A and B, race is inclusive of Latinx origin. Estimates for Native American and Pacific Islander community members are not available for some data points.

²⁹ Margins of error for data points in Table B may be large.

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 existingdetached 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) familyhousehold, 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.

~~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 apartmentsADUs, 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~~ (1) a building containing not more than one ~~(1)~~ dwelling unit plus no more than one ~~(1)~~ accessory apartmentADU 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)~~ (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

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 Cchapter.

Sec. 18-4. Interpretation.

- (a) The provisions of this eChapter ~~shall will~~ be liberally interpreted so as to effectuate its underlying purposes and policies.
- (b) The provisions and requirements of this eChapter ~~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 Cchapter.
- (c) To the extent that the provisions of this eChapter 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 Cchapter ~~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

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

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.

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

-
- (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.

Sec. 18-789. 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. 18-7980. 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:

-
- (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.

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

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

- (1) ~~Innkeeper's~~Hotel ~~License~~;
- (2) ~~Rental multiple-unit dwelling~~Multi-Unit Building (apartment) ~~License~~;
- (3) ADU License; and
- (4) Single-Unit Dwelling unit rental 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~~ 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

(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 detectors 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. LEASES¹

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)~~ yearss 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

¹State 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 ~~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

(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 ~~S~~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 ~~C~~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.

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

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,

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~~

~~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.~~



Mayor and Council

Introduction and Adoption – Chapter 18
Code Update, Rental Facilities and
Landlord-Tenant Relations

July 6, 2026

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Outline

- Background
- Work Session Follow-ups
- Community Engagement Summary
- Highlights of Proposed Changes
- Notable Changes to Draft Ordinance
- Anticipated Impacts
- Introduction and Suggested Motions

Background

Mayor and Council History

- Housing is one of five focus areas.
- Fall 2024: Three work sessions on the city's housing strategies.
Comprehensively updating Chapter 18 was approved as a strategy by the Mayor and Council.
- June 2025: Work session on data reporting and transparency.
- November 2025: Work session on rental licensing inspections.
- December 2025: Work session on existing code and new policies.
- February 2026: Work session on new policies.

Background

Project Goals

- Provide **clarity** on existing code elements.
- Consider **alignment** with surrounding jurisdictions' codes and ensure alignment with state of Maryland law.
- Improve housing **stability** and opportunities for tenant agency.
- Require greater **transparency** for tenants.
- Review local and national **best practices**.
- Better connect **data collection** and city goals.

Background

Project Timeline



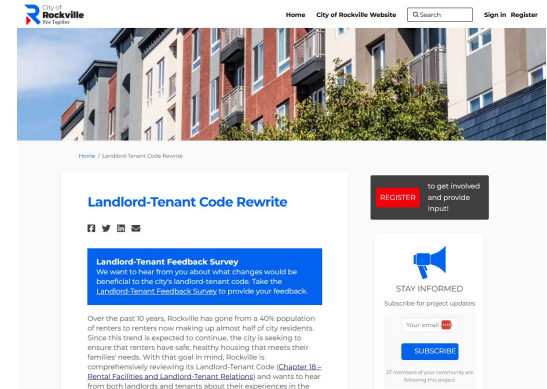
We are here!

Work Session Follow-ups

- Cooling requirements work session in September
- Pre-eviction financial assistance pilot to launch in July
- Educational materials to be created and shared with landlords and tenants

Community Engagement Strategies

- Hosted two virtual initial input meetings – one with landlords, one with tenants
- Published Engage Rockville webpage with project information, news feed, surveys, comment form, and question portal
- Offered **two surveys**: one to get initial input and another to get feedback on policy proposals
- Interviewed stakeholder organizations
- Provided regular email updates to Engage Rockville subscribers, rental license holders, property managers, affordable housing operators, and tenant organizations
- Hosted two virtual follow-up input meetings – one with landlords, one with tenants



Engage Rockville Webpage



Fact Sheet on Proposed Code

Highlights of Proposed Changes

- **Restrictions** on asking about eviction history, charging tenants court costs and legal fees, and using algorithmic rent pricing systems.
- **New requirements** for landlords to report data, provide two-lease lease options, adhere to lease review and provision timelines, allow non-electronic payment methods, provide relocation assistance, and allow tenant organizations to use meeting rooms free of charge.
- **Increased transparency** around fees and guarantor requirements.
- **More options** for early lease termination.
- **Creation** of a repair and deduct option.
- **Changes** to how leases and rent increase information are provided to the city.
- **Meaningful fines** for certain code violations.

Notable Changes to Draft Ordinance

- Added definitions for “written notice,” “tenant organization,” and “non-public competitor data.”
- Clarified sections related to Enhanced Inspections Program baseline, security deposits, inspectors accessing rental units, secure storage fees, and more.
- Amended language to allow landlords to increase rents during a two-year lease, but rent increase must be disclosed prior to entering into the lease.
- Added exceptions for landlords to charge fees for credit card processing and check bounces, introducing utility cost recovery structures or ratio utility billing, and for third-party websites to the disclosure of all mandatory fees whenever a price is advertised or disclosed.
- Increased number of days landlords are prohibited from charging a fee for any charge for which the landlord failed to request from the tenant from 45 days to 120 days.

Anticipated Impacts

Environment

No impact

Equity

Positive impact

- Many benefits to housing stability for tenants.
- Tenants are disproportionately Black or African American.
- Median income of renters is \$100,000 less than homeowners.
- Half of renters are housing cost-burdened.

Economy

Neutral impact

- Additional requirements may have negative impact on landlords' decision to rent and developers' decision to invest in Rockville.
- Compliance costs may put small upward pressure on rents.
- Improved housing stability brings economic benefits.
- Transparency measures may create a more competitive rental marketplace, resulting in slight downward pressure on rents.

Introduction and Suggested Motions

- I introduce the ordinance amending City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations.
- I move to waive the layover period.
- I move to adopt the ordinance amending City Code Chapter 18, Rental Facilities and Landlord-Tenant Relations, with an effective date of January 1, 2027.



MAYOR AND COUNCIL Meeting Date: July 6, 2026

Agenda Item Type: MOCK AGENDAS

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: SARA TAYLOR-FERRELL

Subject

Mock Agenda

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council review and provide comments.

Attachments

July 27 Mock Agenda



MAYOR AND COUNCIL

**Meeting No.
Monday, July 27, 2026 - 6:30 PM**

AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: <https://www.rockvillemd.gov/services/request-a-reasonable-accommodation/>

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: <https://www.rockvillemd.gov/services/participate-in-a-community-forum/>

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing, should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak and before virtual speakers.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.

If you wish to participate in-person or virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or <https://www.rockvillemd.gov/services/participate-in-a-community-forum/> no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or <https://www.rockvillemd.gov/services/participate-in-a-public-hearing/> no later than 10:00 am on the day of the meeting.
3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.
5. Read for <https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex> meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: <https://www.webex.com/test-meeting.html> prior to signing up to join the meeting to ensure your equipment will work as expected.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Van Grack)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, September 28 from 5:30-6:30 pm with Mayor Ashton and Councilmember Van Grack.. Please sign up by 10 am on the meeting day using the form at: <https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227>

1. **Convene - 6:30 PM**
2. **Pledge of Allegiance**
3. **Proclamation and Recognition - NONE**
4. **Agenda Review - 6:35 PM**
5. **City Manager's Report - 6:40 PM**
6. **Boards and Commissions Appointments and Reappointments - 6:45 PM**
7. **Community Forum 6:50 PM**
8. **Special Presentations - NONE**
9. **Consent Agenda - 7:10 PM**

A. Approval of Minutes

10. Public Hearing - NONE

11. Action Items - 7:15 PM

A. Consider Approval of the JEDI Strategic Plan

12. Worksession- 8:15 PM

A. Worksession on Amendments to Rockville City Code Chapter 21, Streets, Roads, Rights-of-Way, and Public Improvements, to Incorporate Comprehensive Revisions and Administrative Updates for All Articles

B. Chapter 4 Arts and Cultural Affairs Ordinance Revisions

13. Mock Agenda - 10:15 PM

14. Old / New Business - 10:20 PM

15. Adjournment - 10:30 PM