

April 26, 2021

Mark Martin  
1416 Bolton Street, Baltimore, MD 21217  
District 11  
[memartin99@gmail.com](mailto:memartin99@gmail.com) / 410-669-0085

**TESTIMONY IN SUPPORT OF City Council Bill 21-0031– Landlord Tenant Lease Renewal**

My name is Mark Martin and I live in District 11. This testimony is in support of City Council Bill 21-0031 – Landlord Tenant Lease Renewal.

Sometimes a pandemic lays bare a longstanding problem. Such is the case with Covid-19 and rental housing. Because of the economic disruptions associated with the coronavirus, state and federal laws have restricted landlords' ability to evict tenants during the health emergency. But in Baltimore, landlords have increasingly exploited a gaping loophole, which permits them to dispossess a tenant by simply deciding not to renew a lease upon its expiration (and filing a "tenant holding over action" if the tenant has not vacated at lease end). This loophole is rooted in an outmoded, unduly one-sided landlord/tenant law that leaves tenants vulnerable to losing their homes through no fault of their own.

City Council Bill 21-0031 redresses this problem. It requires landlords, as a general matter, to give tenants the right to renew a lease upon the lease's expiration, while including several exceptions that safeguard the landlords' interests. By so doing, the bill should facilitate access to stable housing and all the individual and societal benefits associated with it.

Evictions (or lease nonrenewals) undermine family and neighborhood stability and threaten the health and education of children – and, in Baltimore, hit people of color hardest. Moreover, evictions cost the City substantial amounts of money: when tenants are dispossessed, they are forced to draw more heavily on public services (*e.g.*, homeless shelters and transitional housing, foster care, and emergency room and in-patient medical care).

Bill 21-0031 therefore promises to do a great deal of good by providing tenants with a modicum of housing security. So what is the supposed argument against the bill on the merits?\*

Some landlords suggest the bill is simply unnecessary as they have no reason to displace good tenants. But if that were true, landlords would not work so hard to oppose such laws. Landlords contend that the bill would limit their ability to manage their buildings and effectively remove problem residents, to the detriment of other tenants. Such assertions ring hollow. The bill adequately protects landlords (and other residents). Most importantly, the bill, by its terms, leaves landlords free not to renew the leases of problem tenants (e.g., those who do not pay rent, cause damage, deal drugs, or disrupt their neighbors). It allows landlords to reasonably raise rents. And it lets landlords dispossess tenants in order to permanently remove a property from the rental market, to take it back for temporary personal use, or to renovate it. But what the bill does not do is permit landlords to continue at whim to evict (not renew) tenants who have regularly paid rent and are in full compliance with their lease terms. And to the extent that landlords object that the minimal due process for tenants required by the bill puts some modest burden on landlords – in that they would actually have to establish factually that they satisfy one of the enumerated criteria for not offering a lease renewal – well, yes, that is the point.

To be sure, this could be portrayed as a constraint on landlords' ability to use their property. But so what? There is nothing new or surprising in the fact that the rights of property owners are not unfettered; and in this case, such constraints are fair and fully justified. It is beyond question, for example, that a landlord cannot legally discriminate or retaliate against tenants even if the landlord, as property owner, would prefer to do so. In 2021, it should similarly be unacceptable for a landlord to be able to uproot a tenant from his home just because the landlord has decided he wants someone new.

I am a (retired) lawyer with experience in Landlord-Tenant court in the District of Columbia, which provides tenants with a right to lease renewal similar to that proposed for Baltimore. DC's law has not caused the sky to fall on DC landlords or the DC rental market. To the contrary. Many other jurisdictions afford similar protections to tenants, for example, Seattle, Oakland, Berkeley, and the States of Oregon, New Hampshire, and New Jersey. These legal protections have generally had the effect of reducing evictions without undermining the housing market. *See, e.g.*, <https://jpia.princeton.edu/news/effect-just-cause-eviction-ordinances-eviction-four-california-cities>

City Council Bill 21-0031 would add much needed and long overdue balance to Baltimore's landlord/tenant law. The reform it proposes is a commonsense, workable step to helping tenants stay in their homes, and thereby reduce social dislocation and promote equality, without jeopardizing the legitimate interests of landlords.

I urge passage of the bill.

\* I leave aside the Law Department's assertion that the bill supposedly is in conflict with, and therefore preempted by, contrary state law. I trust that the City Council will receive testimony (or otherwise obtain opinions) on this matter from other lawyers who specialize in these aspects of Maryland law.