

AMENDMENTS TO COUNCIL BILL 22-0250
(1st Reader Copy)

By: Economic and Community Development Committee
{To be offered on the Council floor}

Amendment No. 1

On page 1, in line 2, after “**Clarke**”, insert “**Tenant**”; and, on that same page, in lines 5 and 15, strike “facilities” and substitute “dwelling units”; and, on that same page, in lines 9, 10, and 13, strike “facility” and substitute “dwelling unit”; and, on page 2, in lines 18, 21, and 25, in each instance, strike “FACILITY” and substitute “DWELLING UNIT”; and, on page 3, in lines 18 and 21, strike “FACILITY” and substitute “DWELLING UNIT”; on page 4, in line 28, strike “FACILITY” and substitute “DWELLING UNIT”; and, on page 5, in lines 15, 16, 21, and 23, strike “FACILITY” and substitute “DWELLING UNIT”; and, on page 6, in lines 4, 8, 19, 13, 16, 18, 21, 22, and 31, strike “FACILITY” and substitute “DWELLING UNIT”; and, on page 7, in line 3, strike “FACILITY” and substitute “DWELLING UNIT”; and, on page 8, in lines 4 and 6, strike “FACILITY” and substitute “DWELLING UNIT”; and, on page 9, in lines 19 and 25, strike “FACILITY” and substitute “DWELLING UNIT”.

Amendment No. 2

On page 2, after line 6, insert:

“§ 6-1. STATEMENT OF PUBLIC POLICY AND PURPOSE.

IT IS THE INTENT AND PURPOSE OF THIS SUBTITLE THAT BEFORE TITLE TO ANY SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY IS VOLUNTARILY TRANSFERRED, THE TENANT OF THAT PROPERTY SHALL HAVE THE OPPORTUNITY TO PURCHASE THE PROPERTY AND THAT RESIDENTIAL PROPERTY OWNERS SHALL NOT BE UNREASONABLY IMPEDED IN SELLING THEIR PROPERTIES NOR REQUIRED TO ACCEPT UNREASONABLE TERMS OF SALE.”;

and, on that same page, in line 7, strike “**6-1.**” and substitute “**6-2.**”; and, on page 3, in line 25, strike “**6-2.**” and substitute “**6-3.**”; and, on page 4, in line 22, strike “**6-3.**” and substitute “**6-4.**”; and, on page 5, in lines 8, 12, 14, and 19, respectively, strike “**6-4.**”, “**6-5.**”, “**6-6.**”, and “**6-7.**”, respectively, and substitute “**6-5.**”, “**6-6.**”, “**6-7.**”, and “**6-8.**”, respectively; and, on page 7, in line 9, strike “**6-8.**” and substitute “**6-9.**”; and, on pages 7 and 8, in lines 11 and 3, in each instance strike “**6-7**” and substitute “**6-8**”; and, on page 8, in lines 7 and 9, strike “**6-9 to 6-12.**” and “**6-13.**”, respectively, and substitute “**6-10 to 6-13.**” and “**6-14.**”, respectively.

Amendment No. 3

On page 2, in line 14, strike “202.2.23” and substitute “202.2.22.24”.

Amendment No. 4

On page 3, strike lines 12 through 14, inclusive; and, on that same page, in lines 15 and 19, strike “(H)” and “(I)”, respectively, and substitute “(G)” and “(H)”, respectively.

Amendment No. 5

On page 6, strike lines 11 through 22, inclusive, and substitute:

“(C) ADDITIONAL INFORMATION.

THE LANDLORD SHALL SHARE THE FACT SHEET REGARDING TENANT RIGHTS UNDER THIS SECTION, WHICH CAN BE OBTAINED FROM THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT’S OFFICE OR WEBSITE.”;

and, on that same page, in line 23 strike “(E)” and substitute “(D)”.

Amendment No. 6

On page 6, in line 2, strike “FACILITY” and substitute “DWELLING UNIT, WITH THE PURCHASER NAME REDACTED”; and, on page 8, strike lines 10 through 21, inclusive and substitute:

“(A) DEPOSIT FOR SALES CONTRACT.

(1) IF A TENANT PROPOSES TO USE A FEDERAL, STATE, OR LOCAL PROGRAM TO ASSIST THE PURCHASE, FOR EITHER MORTGAGE INSURANCE, A MORTGAGE GUARANTEE, OR A DIRECT MORTGAGE, THE REQUIRED DEPOSIT SHALL NOT EXCEED THE CASH CONTRIBUTION REQUIRED OF THE BUYER BY THAT PROGRAM.

(2) IF NO SUCH PROGRAM IS INVOLVED IN THE TENANT PURCHASE, THE TENANT WILL PROVIDE AN EARNEST MONEY DEPOSIT.

(B) USE OF GOVERNMENTAL ASSISTANCE PROTECTED.

NO LANDLORD MAY REFUSE TO ENTER INTO A SALES CONTRACT WITH A TENANT SOLELY BECAUSE THE TENANT PROPOSES TO USE A FEDERAL, STATE, OR LOCAL PROGRAM TO ASSIST IN THE FINANCING OF THE PURCHASE.

(C) FINANCING CONTINGENCY.

A SALES CONTRACT SHALL CONTAIN A REASONABLE FINANCING CONTINGENCY
CLAUSE WHICH:

- (1) SHALL NOT REQUIRE THE TENANT TO OBTAIN FINANCING IN LESS THAN 60
DAYS FROM THE DATE A CONTRACT IS TENDERED BY THE LANDLORD; AND
- (2) SHALL EXCUSE THE TENANT FROM PERFORMANCE OF THE SALES CONTRACT IF
THE TENANT IS UNABLE TO OBTAIN ADEQUATE FINANCING WITHIN SAID 60-DAY
PERIOD.”;

and, on that same page, strike lines 22 through 31, inclusive.

Amendment No. 7

On page 9, in line 9, strike “CITY” and substitute “CITY, AND WITH THE COMMISSIONER OF
THE BALTIMORE CITY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,”; and, on
that same page, after line 17, insert:

“(C) STATEMENTS REQUIRED.

THE AFFIDAVIT AFFIRMING COMPLIANCE WITH THE REQUIREMENTS OF THIS SUBTITLE
DESCRIBED UNDER SUBSECTION (A) OF THIS SECTION SHALL:

- (1) IF THE TENANT HAS RESPONDED TO THE OFFER OF SALE REQUIRED UNDER THIS
SUBTITLE, INCLUDE THE FOLLOWING STATEMENT:

“(NAME OF TENANT), BEING THE TENANT OF THE PROPERTY KNOWN AS (STREET ADDRESS) IN BALTIMORE CITY, FOLLOWING AN OFFER OF SALE AS REQUIRED BY § 6-7 OF ARTICLE 13 OF THE BALTIMORE CITY CODE, SENT (DATE OF MAILING), HAS FAILED TO ENTER INTO A CONTRACT TO PURCHASE SAID PROPERTY IN THE MANNER AND TIME PROVIDED BY SUBTITLE 6 OF ARTICLE 13 OF THE BALTIMORE CITY CODE.” (ADD IF APPLICABLE) “NOTICE PURSUANT TO § 6-7 OF ARTICLE 13 OF THE BALTIMORE CITY CODE WAS SUBSEQUENTLY SENT TO SAID TENANT ON (DATE OF MAILING), AND TENANT SUBSEQUENTLY FAILED TO CONTRACT TO PURCHASE SAID PROPERTY IN LIEU OF (NAME OF THIRD PARTY) WITHIN THE PERIOD OF TIME PROVIDED BY SAID § 6-8, THAT PERIOD BEING 7 DAYS.”; OR

(2) IF THE TENANT HAS WAIVED RIGHT OF FIRST REFUSAL, INCLUDE THE FOLLOWING STATEMENT:

“(NAME OF TENANT), BEING THE TENANT OF THE PROPERTY KNOWN AS (STREET ADDRESS) IN BALTIMORE CITY, FOLLOWING AN OFFER OF SALE AS REQUIRED BY § 6-7 OF ARTICLE 13 OF THE BALTIMORE CITY CODE, SENT (DATE OF MAILING), HAS NOT ENTERED INTO A CONTRACT FOR SALE.”;

and, on that same page, in line 18 strike “(C)” and substitute “(D)”; and, strike beginning with “THE” in line 21 down through and including “ORGANIZATION” in line 22, and substitute “A DULY AUTHORIZED OFFICER OF THE ORGANIZATION OR DULY AUTHORIZED REPRESENTATIVE OF THE OWNERSHIP ENTITY”.

Amendment No. 8

On page 9, strike lines 33 through 35, inclusive, and substitute:

“(1) DISAGGREGATED BY ZIP CODE, THE TOTAL NUMBER OF TRANSFERS SUBJECT THIS SUBTITLE, INCLUDING:

(I) TRANSFERS TO A TENANT; AND

(II) TRANSFERS TO A PARTY OTHER THAN A TENANT;”.

Amendment No. 9

On page 10, in line 13, strike “30th” and substitute “180th”.

Amendment No. 10

On page 4, in line 12, strike “AND”; and, on that same page, in line 21, strike the period and substitute “; AND”; and, on that same page, after line 21 insert:

“(11) A TRANSFER OF TITLE BY THE HOUSING AUTHORITY OF BALTIMORE CITY.”.