

CITY OF BALTIMORE
ORDINANCE **21.037**
Council Bill 21-0031

Introduced by: Councilmember Glover, President Mosby, Councilmembers Middleton, Ramos, Stokes, Bullock

Introduced and read first time: January 25, 2021

Assigned to: Economic and Community Development Committee

Committee Report: Favorable with amendments

Council action: Adopted

Read second time: June 8, 2021

AN ORDINANCE CONCERNING

Landlord-Tenant - Lease Renewals

FOR the purpose of temporarily requiring, absent certain good cause circumstances, landlords to offer tenants a reasonable opportunity to renew leases; providing for the manner of notice for which a landlord must send renewal notices or decline-to-renew notices; establishing a presumption of offer and acceptance, absent certain circumstances; defining certain terms; providing for the effect of the subtitle; providing for certain ~~administrative and criminal~~ penalties; setting forth a certain termination date; and providing for a special effective date.

BY adding

Article 13 - Housing and Urban Renewal

Sections 8C-1 through 8C-9, to be under the new subtitle,

“Subtitle 8C. Lease Renewals”

Baltimore City Code

(Edition 2000)

~~BY repealing and re-ordaining, with amendments-~~

~~Article 1 - Mayor, City Council, and Municipal Agencies~~

~~Section(s) 40-14(c)(1)~~

~~Baltimore City Code-~~

~~(Edition 2000)~~

Recitals

Whereas, Baltimore City faces a housing crisis related to the devastating impact of COVID-19;

Whereas, this housing crisis has had and will continue to have a disparate impact on the City’s Black and Latinx families who have served as “essential workers” during the pandemic and who, as a result, have higher rates of COVID-19 infection and mortality, and who have also been more likely to be laid off in the service sector economy and thereby face uncertainty when it comes time to pay rent;

EXPLANATION: CAPITALS indicate matter added to existing law.
[Brackets] indicate matter deleted from existing law.
Underlining indicates matter added to the bill by amendment.
~~Strike-out~~ indicates matter stricken from the bill by amendment or deleted from existing law by amendment.

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1 **Whereas**, keeping families in their housing serves a critical public health purpose both
2 during the current pandemic and after; and

3 **Whereas**, a refusal to offer lease renewal without good cause further undermines the housing
4 security of Baltimore residents and the public health.

5 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE**, That the
6 Laws of Baltimore City read as follows:

7 **Baltimore City Code**

8 **Article 13. Housing and Urban Renewal**

9 **SUBTITLE 8C. LEASE RENEWALS**

10 **§ 8C-1. DEFINITIONS.**

11 (A) *IN GENERAL.*

12 IN THIS SUBTITLE, THE FOLLOWING TERMS HAVE THE MEANINGS SPECIFIED.

13 (B) *DWELLING UNIT.*

14 "DWELLING UNIT" HAS THE MEANING STATED IN § 202.2 OF THE PROPERTY
15 MAINTENANCE CODE OF BALTIMORE CITY.

16 (C) *LANDLORD.*

17 (1) *IN GENERAL.*

18 "LANDLORD" MEANS AN OWNER, LESSOR, SUBLESSOR, ASSIGNEE, OR AGENT OF ANY
19 OTHER PERSON RECEIVING OR ENTITLED TO RECEIVE RENTS OR BENEFITS FOR THE USE
20 OR OCCUPANCY OF ANY DWELLING UNIT.

21 (2) *INCLUSIONS.*

22 "LANDLORD" INCLUDES ANY PERSON WHO HAS AN OPTION TO BUY OR WHO HAS
23 ENTERED INTO A CONTRACT TO BUY ANY DWELLING WITH THE INTENT TO OFFER THE
24 DWELLING UNIT FOR RENT.

25 (D) *PERSON.*

26 (1) *IN GENERAL.*

27 "PERSON" MEANS:

28 (I) AN INDIVIDUAL;

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(II) A PARTNERSHIP, FIRM, ASSOCIATION, CORPORATION, OR OTHER ENTITY OF ANY KIND; OR

(III) A RECEIVER, TRUSTEE, GUARDIAN, PERSONAL REPRESENTATIVE, FIDUCIARY, OR REPRESENTATIVE OF ANY KIND.

(2) *INCLUSIONS.*

“PERSON” INCLUDES, EXCEPT AS USED IN ~~§ 8C-9~~ § 8C-6 {“PENALTIES”} OF THIS SUBTITLE, A GOVERNMENTAL ENTITY OR AN INSTRUMENTALITY OR UNIT OF A GOVERNMENTAL ENTITY.

§ 8C-2. LEASE RENEWAL REQUIRED.

(A) *IN GENERAL.*

EXCEPT FOR GOOD CAUSE DESCRIBED IN SUBSECTION (B) OF THIS SECTION, AT LEAST 75 DAYS BUT NO MORE THAN 100 DAYS PRIOR TO THE END OF A TERM LEASE OR PERIODIC TENANCY, A LANDLORD SHALL OFFER A TENANT A REASONABLE OPPORTUNITY TO RENEW THE LEASE SUBJECT TO A REASONABLE, NON-RETALIATORY INCREASE IN THE RENT OR CHANGE IN LEASE TERMS.

(B) *GOOD CAUSE EXCEPTIONS.*

(1) *SUBSTANTIAL BREACH.*

IN THIS SUBSECTION, “SUBSTANTIAL BREACH OF THE LEASE” DOES NOT INCLUDE FAILURE TO PAY RENT OR OTHER CHARGES.

(2) ~~(1)~~ *IN GENERAL.*

THE REQUIREMENT SET FORTH IN SUBSECTION (A) OF THIS SECTION DOES NOT APPLY IF:

(I) THE TENANT HAS CAUSED A SUBSTANTIAL BREACH OF THE LEASE THAT WARRANTS NON-RENEWAL, AND AFTER RECEIVING WRITTEN NOTICE TO CURE OR CORRECT THE BREACH, THE TENANT HAS FAILED TO COMPLY WITHIN 45 DAYS;

(II) THE LANDLORD SEEKS TO RECOVER POSSESSION OF THE LEASED PREMISES FOR USE BY THE LANDLORD OR THE LANDLORD’S SPOUSE, CHILD, PARENT, OR GRANDPARENT AS THEIR PRIMARY RESIDENCE;

(III) THE LANDLORD SEEKS TO PERMANENTLY REMOVE THE LEASED PREMISES FROM THE RENTAL MARKET;

(IV) THE LANDLORD, AFTER HAVING OBTAINED ALL NECESSARY PERMITS, SEEKS TO UNDERTAKE SUBSTANTIAL REPAIRS OR RENOVATIONS THAT CANNOT BE COMPLETED WHILE THE LEASED PREMISES IS OCCUPIED; OR

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1 (V) THE LEASED PREMISES ARE OWNER-OCCUPIED AND THE LANDLORD LEASES OUT
2 A SINGLE RENTAL UNIT ON THE PREMISES.

3 ~~(3) (2)~~ NOTICE TO TENANT.

4 IF A LANDLORD DECLINES TO OFFER TO RENEW THE LEASE FOR GOOD CAUSE AS
5 DESCRIBED IN PARAGRAPH ~~(1)~~ (2) OF THIS SUBSECTION, THE LANDLORD SHALL SEND A
6 NOTICE AT LEAST 75 DAYS BUT NO MORE THAN 100 DAYS PRIOR TO THE END OF THE
7 LEASE TERM TO THE TENANT ADVISING THE TENANT THAT THE LANDLORD IS
8 DECLINING TO OFFER A RENEWAL AND STATING WITH SPECIFICITY THE FACTS RELATED
9 TO THE GOOD CAUSE FOR DECLINING TO OFFER A RENEWAL, INCLUDING, IF A
10 SUBSTANTIAL BREACH OF THE LEASE IS ALLEGED, THE SPECIFIC FACTS RELATED TO
11 THE BREACH.

12 **§ 8C-3. METHOD OF NOTICE.**

13 A LANDLORD'S OFFER TO RENEW THE LEASE OR NOTICE DECLINING TO OFFER A RENEWAL
14 MUST BE IN WRITING AND DELIVERED TO THE TENANT BY FIRST-CLASS MAIL WITH
15 CERTIFICATE OF MAILING OR BY ELECTRONIC MEANS IF CONSENTED TO IN ADVANCE BY THE
16 TENANT IN THE WRITING.

17 **§ 8C-4. PRESUMPTION OF OFFER AND ACCEPTANCE.**

18 (A) *IN GENERAL.*

19 EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (B) OF THIS SECTION, THERE SHALL BE A
20 PRESUMPTION THAT THE LANDLORD'S OFFER OF A LEASE RENEWAL IS ON THE SAME TERMS
21 AND CONDITIONS AS THE CURRENT LEASE AND THE TENANT'S ACCEPTANCE OF THAT
22 OFFER.

23 (B) *EXCEPTIONS.*

24 THE PRESUMPTION DESCRIBED IN SUBSECTION (A) OF THIS SECTION DOES NOT EXIST IF:

25 (1) THE LANDLORD PROVIDES TIMELY NOTICE DECLINING TO RENEW FOR GOOD CAUSE
26 AS SPECIFIED IN § 8C-2(B) OF THIS SUBTITLE;

27 (2) THE TENANT FAILS TO RESPOND TO A TIMELY NOTICE OFFERING TO RENEW THE
28 LEASE AS SPECIFIED IN § 8C-2(A) OF THIS SUBTITLE; OR

29 (3) A NOTICE DECLINING TO RENEW THE LEASE IS PROVIDED BY THE TENANT TO THE
30 LANDLORD UNDER THE TERMS OF THE LEASE OR OTHER APPLICABLE LAW.

31 **§ 8C-5. {RESERVED}.**

32 **§ 8C-6. ENFORCEMENT BY CITATION.**

33 (A) *IN GENERAL.*

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1 IN ADDITION TO ANY OTHER CIVIL OR CRIMINAL REMEDY OR ENFORCEMENT PROCEDURE,
2 THIS SUBTITLE MAY BE ENFORCED BY ISSUANCE OF AN ENVIRONMENTAL CITATION AS
3 AUTHORIZED BY CITY CODE ARTICLE 1, SUBTITLE 40 {"ENVIRONMENTAL CONTROL
4 BOARD"}.

5 ~~(b) PROCESS NOT EXCLUSIVE.~~

6 THE ISSUANCE OF AN ENVIRONMENTAL CITATION TO ENFORCE THIS SUBTITLE DOES NOT
7 PRECLUDE PURSUING ANY OTHER CIVIL OR CRIMINAL REMEDY OR ENFORCEMENT ACTION
8 AUTHORIZED BY LAW.

9 **§ 8C-68C-7. PENALTIES.**

10 ANY PERSON WHO VIOLATES ANY PROVISION OF THIS SUBTITLE OR ANY PROVISION OF A RULE,
11 REGULATION, OR ORDER ADOPTED OR ISSUED UNDER THIS SUBTITLE IS GUILTY OF A
12 MISDEMEANOR AND, ON CONVICTION, IS SUBJECT TO A FINE OF NOT MORE THAN \$1,000 FOR
13 EACH OFFENSE.

14 **§ 8C-78C-8. {RESERVED}**

15 **§ 8C-9. EFFECT OF SUBTITLE.**

16 A LANDLORD'S OBLIGATION TO OFFER A RENEWAL UNDER THIS SECTION EXTENDS TO ANY
17 TENANCY OR LEASE IN EXISTENCE AT THE TIME THAT THE CATASTROPHIC HEALTH
18 EMERGENCY DECLARED BY THE GOVERNOR OF MARYLAND ON MARCH 5, 2020, PROVIDED
19 THAT THE TENANT CONTINUES TO OCCUPY THE PROPERTY AS OF _____, 2021
20 *{When codified, the Department of Legislative Reference shall insert the effective date of*
21 *this Subtitle 8C}.*

22 **§ 8C-8. TERMINATION OF SUBTITLE.**

23 THIS SUBTITLE SHALL AUTOMATICALLY EXPIRE ON THE 181ST DAY FOLLOWING THE
24 EXPIRATION OF THE CATASTROPHIC HEALTH EMERGENCY DECLARED BY THE GOVERNOR OF
25 MARYLAND ON MARCH 5, 2020, AS AMENDED OR EXTENDED BY THE GOVERNOR.

26 **Article 1. Mayor, City Council, and Municipal Agencies**

27 **Subtitle 40. Environmental Control Board**

28 **§ 40-14. Violations to which subtitle applies.**

29 ~~(e) Provisions and penalties enumerated.~~

30 ~~(1) Article 13. Housing and Urban Renewal~~

31 ~~...~~

32 SUBTITLE 8C. LEASE RENEWALS _____ \$1,000

33 ~~...~~

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1 **§ 8C-9. ENFORCEMENT.**

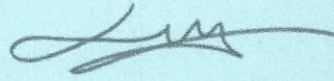
2 NOTHING IN THIS SUBTITLE PRECLUDES A TENANT FROM PURSUING ANY OTHER CIVIL OR
3 CRIMINAL REMEDY OR ENFORCEMENT ACTION AUTHORIZED BY LAW.

4 **SECTION 2. AND BE IT FURTHER ORDAINED,** That the catchlines contained in this Ordinance
5 are not law and may not be considered to have been enacted as a part of this or any prior
6 Ordinance.

7 **SECTION 3. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it is
8 enacted.

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Certified as duly passed this 8 day of June, 2021



President, Baltimore City Council

Certified as duly delivered to His Honor, the Mayor,

this 8 day of June, 2021



Chief Clerk

Approved this _____ day of _____, 20____

Pursuant to Baltimore City Charter, Article IV, Section 5(c) this bill was enacted on July 19, 2021 without the Mayor's signature.

Mayor, Baltimore City

Approved for Form and Legal Sufficiency
This 9th of June, 2021.

The Law Department DOES NOT Approve
This Bill for Form and Legal Sufficiency.

Chief Solicitor