

February 23, 2021

The Honorable President and Members  
of the Baltimore City Council  
Room 409, City Hall  
100 N. Holliday Street  
Baltimore, Maryland 21202

Re: Mayor and City Council Bill 21-0031 – Landlord Tenant Lease Renewal

Dear President and City Council Members:

The Law Department has reviewed City Council Bill 21-0031 for form and legal sufficiency. The bill would mandate that a landlord offer an existing tenant the ability to renew the lease by legislating that “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 a change in lease terms.”

The concept of requiring the landlord to offer the tenant the ability to renew the lease at the end of its term is in conflict with state law embodied in several sections of the Public Local Law of Baltimore City. City Public Local Law §§ 9-11 through 9-14; *see also Herman v. Baltimore*, 189 Md. 191, 195 (1947) (public local laws are enacted by the Maryland General Assembly and generally govern over public general laws). This state law has given Landlords in Baltimore City the right to terminate a year-long tenancy with 90 days’ notice and a shorter time period for other types of tenancies. Any City law that would mandate lease renewals would be in direct conflict with this state law and therefore be invalid. Md. Constitution, Art. 11-1, § 3; *accord Worton Creek Marina, LLC v. Claggett*, 381 Md. 499, 512-513 (2004) (citations omitted) (“when a local government ordinance conflicts with a public general law enacted by the General Assembly, the local ordinance is preempted by the State law and is rendered invalid.”).

As a local government in Maryland, the Mayor and City Council “is but a subordinate part of the State government, incorporated for public purposes, and clothed with special and limited powers of legislation in regard to its own local affairs. It has no inherent legislative power, and can exercise such powers only as have been expressly, or by fair implication, delegated to it by the Legislature.” *Revell v. Mayor, etc., of Annapolis*, 81 Md. 1, 9 (1895). Article II of the City Charter is the express powers act for Baltimore City, which provides topics over which the City has been given the state authority to legislate. *Kimball-Tyler Co. v. Baltimore*, 214 Md. 86, 94 (1957); *see e.g.*, 87 Op. Atty. Gen. Md. 187, 191, n. 8 (2002) (“rather than requiring a single express powers act applicable to both Baltimore City and counties adopting charter home rule, the drafters of [Md. Constitution] Article XI-A referenced the powers previously delegated to Baltimore City, then codified at Section 6 of the Public Local Laws of Baltimore City, and later recodified as Article II of the Baltimore City Charter.”). The City may also receive additional legislative or executive powers directly from the General Assembly in the form of Public General or Public Local Laws. *See, e.g., Herman v. Baltimore*, 189 Md. 191, 195 (1947).

In addition to giving the City the general power to legislate over certain topics, the General Assembly can also restrict part or all of any topic from local legislation by public general law or

restrict just the Mayor and City Council's ability to legislate on that topic by public local law. 93 Md. Op. Atty. Gen. 126, 130 (2008) ("an otherwise valid local law may be preempted by State law in three ways: expressly, by conflict, or by implication.").

Thus, the Mayor and City Council can generally legislate on landlord/tenant matters unless a public general or public local law has already legislated in the same area. Md. Constitution, Art. 11-1, §3; City Charter, Art. II, § (27); *Cheeks v. Cedlair Corp.*, 287 Md. 595, 600 (1980). This is why only parts of City Council Bill 21-0021 (Late Fees for Past Due Rent) and City Council Bill 21-0022 (Security Deposit Alternatives) could be approved for form and legal sufficiency. This reflects that the General Assembly has made some pronouncements on those areas of landlord tenant law, which impact the City's legislation in those same areas.

In this bill, however, requiring a landlord to offer lease renewals is in direct conflict with the Public Local Laws of Baltimore City that permit the Landlord to terminate leases at the end of a tenancy with certain amount of notice. Therefore, the Law Department cannot approve this bill for form and legal sufficiency.

Very truly yours,



Hilary Ruley  
Chief Solicitor

cc: Nina Themelis  
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