



Legislation Text

File #: 21-0031, **Version:** 0

Explanation: Capitals indicate matter added to existing law.
[Brackets] indicate matter deleted from existing law.

* **Warning:** This is an unofficial, introductory copy of the bill.
The official copy considered by the City Council is the first reader copy.

Introductory*

City of Baltimore Council Bill

Introduced by: Councilmember Glover and President Mosby, Councilmembers Middleton, Stokes

A Bill Entitled

An Ordinance concerning

Landlord-Tenant - Lease Renewals

For the purpose of requiring, absent certain good cause circumstances, landlords to offer tenants a reasonable opportunity 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; providing for the effect of the subtitle; providing for certain administrative and criminal penalties; 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(e)(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;

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

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

Section 1. Be it ordained by the Mayor and City Council of Baltimore, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 13. Housing and Urban Renewal

Subtitle 8C. Lease Renewals

§ 8C-1. Definitions.

(a) *In general.*

In this subtitle, the following terms have the meanings specified.

(b) *Dwelling unit.*

“Dwelling unit” has the meaning stated in § 202.2 of the Property Maintenance Code of Baltimore City.

(c) *Landlord.*

(1) *In general.*

“Landlord” means an owner, lessor, sublessor, assignee, or agent of any other person receiving or entitled to receive rents or benefits for the use or occupancy of any dwelling unit.

(2) *Inclusions.*

“Landlord” includes any person who has an option to buy or who has entered into a contract to buy any dwelling with the intent to offer the dwelling unit for rent.

(d) *Person.*

(1) *In general.*

“Person” means:

(i) an individual;

(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 {“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) *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
- (v) the leased premises are owner-occupied and the landlord leases out a single rental unit on the premises.

(2) *Notice to tenant.*

If a landlord declines to offer to renew the lease for good cause as described in paragraph (1) of this subsection, the landlord shall send a notice at least 75 days but no more than 100 days prior to the end of the lease term to the tenant advising the tenant that the landlord is declining to offer a renewal and stating with specificity the facts related to the good cause for declining to offer a renewal, including, if a substantial breach of the lease is alleged, the specific facts related to the breach.

§ 8C-3. Method of notice.

A landlord's offer to renew the lease or notice declining to offer a renewal must be in writing and delivered to the tenant by first-class mail with certificate of mailing or by electronic means if consented to in advance by the tenant in the writing.

§ 8C-4. Presumption of offer and acceptance.

(a) In general.

Except as otherwise provided in subsection (b) of this section, there shall be a presumption that the landlord's offer of a lease renewal is on the same terms and conditions as the current lease and the tenant's acceptance of that offer.

(b) Exceptions.

The presumption described in subsection (a) of this section does not exist if:

(1) the landlord provides timely notice declining to renew for good cause as specified in § 8C-2(b) of this subtitle;

(2) the tenant fails to respond to a timely notice offering to renew the lease as specified in § 8C-2(a) of this subtitle; or

(3) a notice declining to renew the lease is provided by the tenant to the landlord under the terms of the lease or other applicable law.

§ 8C-5. {Reserved}.

§ 8C-6. Enforcement by citation.

(a) In general.

In addition to any other civil or criminal remedy or enforcement procedure, this subtitle may be enforced by issuance of an environmental citation as authorized by City Code Article 1, Subtitle 40 {"Environmental Control Board"}.

(b) Process not exclusive.

The issuance of an environmental citation to enforce this subtitle does not preclude pursuing any other civil or criminal remedy or enforcement action authorized by law.

§ 8C-7. Penalties.

Any person who violates any provision of this subtitle or any provision of a rule, regulation, or order adopted or issued under this subtitle is guilty of a misdemeanor and, on conviction, is subject to a fine of

not more than \$1,000 for each offense.

§ 8C-8. {Reserved}

§ 8C-9. Effect of subtitle.

A landlord's obligation to offer a renewal under this section extends to any tenancy or lease in existence at the time that the catastrophic health emergency declared by the Governor of Maryland on March 5, 2020, provided that the tenant continues to occupy the property as of _____, 2021 {When codified, the Department of Legislative Reference shall insert the effective date of this Subtitle 8C}.

Article 1. Mayor, City Council, and Municipal Agencies

Subtitle 40. Environmental Control Board

§ 40-14. Violations to which subtitle applies.

(e) *Provisions and penalties enumerated.*

(1) Article 13. Housing and Urban Renewal

...

Subtitle 8C. Lease Renewals

\$1,000

...

Section 2. And be it further ordained, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

Section 3. And be it further ordained, That this Ordinance takes effect on the date it is enacted.