

SUBTITLE 10. - LANDLORD-TENANT RELATIONS

Editor's note— C.B. 20, 2018, § 1, adopted June 12, 2018, set out provisions intended for use as subtitle 9, §§ 17.900—17.917. Inasmuch as there are provisions to designated, and at the editor's discretion, these provisions have been included as subtitle 10, §§ 17.1000—17.1017.

Sec. 17.1000. - Definitions.

- (a) *In general.* In this subtitle, the following words have the meanings indicated.
- (b) *Apartment complex* means a set of related buildings that have the same landlord and that all contain rental dwelling units.
- (c) *Common area* means any area in an apartment complex or common ownership community that may be used by all residents of the apartment complex or common ownership community.
- (d) *Common ownership community* means:
 - (1) A development subject to a declaration enforced by a homeowners' association, as those terms are used in State law;
 - (2) A condominium, as that term is used in State law; and
 - (3) A cooperative housing project, as that term is used in State law.
- (e) *Credit Reporting Agency* means a person or entity that is subject to title 14, subtitle 12 of the Commercial Law Article of the Maryland Code.
- (f) *Dwelling* has the meaning set forth in section 14.900 of the Howard County Code.
- (g) *Dwelling unit* has the meaning set forth in section 14.900 of the Howard County Code.
- (h) (1) *Landlord* means:
 - (i) The owner, the owner's agent, a lessor, or a sublessor of a dwelling unit who is authorized to exercise any aspect of the management of the premises;
 - (ii) In a condominium housing structure, the owner of a dwelling unit that is designated, intended, or arranged for use or occupancy as a residence and for which the owner receives consideration; and
 - (iii) In a cooperative housing structure, a person having an ownership interest in the legal entity that holds title to the cooperative housing structure and enjoys exclusive use of a dwelling unit and for which the person who has an ownership interest in the legal entity receives consideration for leasing the dwelling unit.
- (2) *Landlord* does not include a person who is engaged solely in a custodial or maintenance function.
- (i) *Lease* means a written rental agreement that establishes or modifies the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.
- (j) *Office* means Office of Consumer Protection.
- (k) *Rental housing or rental housing unit* means one or more dwelling units that are provided to tenants by a landlord for consideration.
- (l) *Security deposit* means a payment of money, including the payment of the last month's rent before it is due, given by a tenant to protect the landlord against nonpayment of rent or damage due to breach of lease or damage to the leased premises, common areas, major appliances, and furnishings.
- (m) *Tenant* means a person who occupies a dwelling unit for living or dwelling purposes with the landlord's consent subject to a lease.

(C.B. 20, 2018, § 1)

Sec. 17.1001. - Construction.

This subtitle shall be liberally construed and applied to promote its underlying purposes.

(C.B. 20, 2018, § 1)

Sec. 17.1002. - Purposes.

The purposes of this subtitle are to:

- (1) Supplement the rights afforded landlords and tenants under State law;
- (2) Encourage landlords and tenants to maintain and improve the quality of housing in the County;
- (3) Assure fair and equitable relations between landlords and tenants; and
- (4) Revise and modernize the law of landlord and tenant to serve more realistically the needs of residents of the County.

(C.B. 20, 2018, § 1)

Sec. 17.1003. - Applicability of subtitle.

- (a) *In General.* Subject to State and federal law, this subtitle regulates and determines the legal rights, remedies, and obligations of landlords and tenants for dwelling units in the County.
- (b) *Unenforceable Provisions.*
 - (1) A provision in an agreement, whether written or oral, that conflicts with this subtitle is unenforceable.
 - (2) An unenforceable provision does not affect other provisions of the agreement that can be given effect without the unenforceable provision.
- (c) *Lease Addendum.* The requirements for provisions in a lease under this subtitle are deemed met if the provisions are included in a lease addendum that has been initialed by the tenant.

(C.B. 20, 2018, § 1)

Sec. 17.1004. - Office of consumer protection—Powers and duties.

- (a) *In General.* This subtitle shall be administered by the Office of Consumer Protection.
- (b) *Complaints.*
 - (1) The Office has jurisdiction over all complaints filed under this subtitle except for those complaints that are referred to another County unit under section 17.1005 of this subtitle.
 - (2) The Office may receive, investigate, and conciliate complaints, initiate its own investigations, and enforce this subtitle to the same extent provided to the office by subtitle 4 of this title.
 - (3) In connection with this authority:
 - (i) Landlords shall make available to the Office for inspection at reasonable times all rental housing records necessary for the Office to enforce this subtitle or investigate a matter under this subtitle; and

- (ii) The Office may issue a subpoena to compel a landlord or tenant to produce relevant documents, papers, books, records, or other evidence.
- (c) *Education.* The Office may assist, develop, and conduct programs of landlord and tenant education and information through public hearings or meetings, or by distributing publications or other materials.

(C.B. 20, 2018, § 1)

Sec. 17.1005. - Joint and concurrent jurisdiction, administrative cooperation.

- (a) *Referral.* The Office shall refer any complaints that are not within its jurisdiction that allege a violation of existing law to the County, State, or federal unit that has jurisdiction over the alleged violation.
- (b) *Joint Jurisdiction.* If a complaint contains allegations that fall jointly within the jurisdiction of the Office and another County unit, and the allegations are not severable, the Office and the other unit shall determine jointly how to investigate the complaint.
- (c) *Cooperation.* The Office shall seek the cooperation of other County units concerned with rental housing in educating the public on landlord and tenant rights and responsibilities.

(C.B. 20, 2018, § 1)

Sec. 17.1006. - Rental housing license required.

The owner of a dwelling unit must obtain a rental housing license as required by section 14.901 of the Howard County Code before a tenant's occupancy of the unit.

(C.B. 20, 2018, § 1)

Sec. 17.1007. - Lease application requirements.

- (a) *In General.* An application for a lease shall contain the provisions that this section requires.
- (b) *Tenant Liabilities.* An application shall explain the liabilities that the tenant incurs by signing the application.
- (c) *Credit Reports.*
 - (1) If a landlord intends to obtain a report or information from a credit reporting agency about the applicant, the application shall advise the applicant that information about the applicant's rental or credit history or worthiness will be obtained from a credit reporting agency.
 - (2) If an application is denied wholly or partly because of a report or information from a credit reporting agency:
 - (i) The landlord shall so advise the applicant, and supply the name and address of the consumer reporting agency; and
 - (ii) The landlord shall advise the applicant that the applicant may get a copy of the report or information from the credit reporting agency and may dispute the report or information in accordance with title 14, subtitle 12 of the Commercial Law Article of the Maryland Code.
- (d) *Fees.*
 - (1) If a landlord requires from a prospective tenant fees, other than a security deposit as defined by section 8-203(a) of the Real Property Article of the Maryland Code, that exceed \$25.00, the

application shall state that the landlord must return the fees, subject to paragraphs (2) and (3) of this subsection, or be liable for twice the amount of the fees in damages.

- (2) Fees returned under this subsection shall be returned within 15 days after the date of occupancy or the written communication, by either party to the other, of a decision that no tenancy shall occur.
- (3) A landlord may retain only that portion of the fees actually expended for a credit report or other expenses arising out of the application, and shall return that portion of the fees not actually expended on behalf of the tenant making application.

(C.B. 20, 2018, § 1)

Sec. 17.1008. - Required information.

(a) *In General.*

- (1) When a landlord receives a rental application, the landlord shall give the prospective tenant a copy of the proposed lease;
- (2) On approval of the tenant's application, the landlord shall:
 - (i) Give the prospective tenant a copy of any common ownership community rule, regulation, declaration, or covenant that binds the landlord and affects the use and occupancy of the unit or any common area associated with the unit;
 - (ii) Notify the prospective tenant in writing that the tenant may view the dwelling unit before executing the lease to identify existing damage to the unit or personal property in the unit;
 - (iii) Subject to subsection (c) of this section, notify the prospective tenant in writing that the owner of a dwelling unit must have a rental housing license under section 14.901 of the Howard County Code before the unit is;
 - (iv) Provide the tenant with a copy of the current license for the dwelling unit; and
 - (v) Provide the tenant with a copy of the Office's Landlord Tenant Assistance publication written in the language of the tenant's choice.

(b) *Acknowledgement by Tenant.* The landlord shall obtain the tenant's written acknowledgement of receipt of the information required in subsection (a) of this section.

(c) *Rental Housing License.* If the owner fails to provide the notice required by subsection (a)(4) of this section, the tenant may, at any time before the rental housing license is obtained, terminate the lease without penalty and the owner shall return the tenant's security deposit in compliance with section 8-203 of the Real Property Article of the Maryland Code.

(d) *Translations of Landlord Tenant Assistance Publication.* The Office shall make the publication identified in subsection (a)(2)(iii) of this section available for downloading from the Office's web page in English, Spanish, Chinese, French, and Korean and, on request of the landlord, the Office shall provide a written copy of the publication in additional languages as soon as practical.

(C.B. 20, 2018, § 1)

Sec. 17.1009. - Required lease provisions.

(a) *In General.* A lease shall contain the provisions that this section requires.

(b) *Rental Housing License.* A lease shall state:

- (1) Where the tenant can inspect a copy of the rental housing license for the dwelling unit;

- (2) That if the owner fails to apply for renewal of the rental housing license during the tenant's lease period, the tenant may terminate the lease without penalty and the owner shall return the tenant's security deposit in compliance with section 8-203 of the Real Property Article of the Maryland Code; and
 - (3) That if the owner receives a notice of violation from the Department of Inspections, Licenses and Permits and does not abate the violation by the date specified in the notice, under section 8-211 of the Real Property Article of the Maryland Code, the tenant may:
 - (i) Terminate the lease without penalty; or
 - (ii) Request that a rent escrow account be established for the payment of rent until the violation is abated.
- (c) *Condition of Unit.*
- (1)
 - (i) A lease shall state that the landlord will deliver the dwelling unit and any common areas in a clean, habitable, and sanitary condition, free of rodents and vermin, and in compliance with all applicable laws.
 - (ii) Alternatively, for a condominium or cooperative housing structure, the lease may state that the landlord is required to deliver only the dwelling unit in a clean, habitable, and sanitary condition, free of rodents and vermin, and in complete compliance with all applicable laws.
 - (2) A lease shall specify the landlord's responsibility to maintain the rental housing in accordance with Howard County law.
 - (3) A lease shall incorporate by reference the Howard County Building Code, the Howard County Fire Prevention Code, the Howard County Property Maintenance Code for Rental Housing, and the Howard County Zoning Regulations, as an express warranty of habitability and covenant to repair.
- (d) *Utilities and Similar Services.*
- (1) A lease shall include the landlord's and tenant's specific obligations to supply and pay for heat, gas, electricity, water and sewer service, trash collection, and similar services.
 - (2) If the lease requires the tenant to pay the landlord for services supplied by the landlord, the lease shall provide that the landlord may not collect more than the amount on an invoice itemized by the landlord or a service provider, and that the landlord will provide substantiation of the cost on the tenant's request.
- (e) *Security Deposits.*
- (1) A lease shall state that security deposits will be collected, deposited, and returned in accordance with section 8-203 of the Real Property Article of the Maryland Code.
 - (2) A lease shall state that the tenant may be present when the landlord inspects the premises for damage and describe the procedure for exercising that right.
 - (3) A lease shall state that, if any of the security deposit is withheld, the landlord shall provide the tenant, within 45 days after the termination of the tenancy, a written list of the damage claimed and the cost actually incurred to correct the damage.
 - (4) A lease shall state that, on request of the tenant, the landlord shall provide written substantiation of the damage and costs incurred to correct the damage.
- (f) *Receipts.* A lease shall state that written receipts will be given for cash or money orders that the tenant pays to the landlord for rent, security deposits, or otherwise.
- (g) *Landlord Access to Dwelling Unit.*
- (1) A lease shall state that the landlord may enter the dwelling unit at a mutually agreed on time after giving the tenant at least 24 hours' notice to:

- (i) Make necessary repairs, decorations, alterations, or improvements to the dwelling unit or determine whether repairs, decorations, alterations, or improvements are necessary;
 - (ii) Allow for an inspection under this subtitle or the Howard County Property Maintenance Code for Rental Housing; or
 - (iii) Show the dwelling unit to prospective buyers, mortgagees, or tenants.
- (2) This subsection does not prevent: (i) the landlord from entering a dwelling unit in an emergency or when the landlord has a reasonable basis to believe the tenant may have damaged the unit or may be in violation of the lease; or (ii) the landlord and tenant from mutually agreeing in writing to a notice that is less than the time required by paragraph (1) of this subsection.
- (3) The lease may state that the tenant may not unreasonably refuse to allow the landlord to enter the dwelling unit for the purposes set forth in this subsection.
- (h) *Termination.*
- (1) A lease shall state that the tenant may terminate the lease on 60 days' written notice to the landlord because of:
- (i) An involuntary change of employment to a location that is more than 100 miles from the current place of residence, which is confirmed in writing by the tenant's current employer and the relocation is not paid for by their employer;
 - (ii) Involuntary unemployment of a wage earner whose income was used to qualify for the lease, which is confirmed by certification of the former employer or documentation from a government agency providing unemployment benefits;
 - (iii) The death of a wage earner whose income was used to qualify for the lease, which is confirmed by a certificate of death; or
 - (iv) A medical certification in accordance with section 8-212.2 of the Real Property Article of the Maryland Code.
- (2) A lease may provide that, in the event of termination under paragraph (1) of this subsection, the tenant is liable for a reasonable termination charge not to exceed two month's rent or actual damages sustained by the landlord, whichever is less.
- (3) A lease shall state that upon receipt of certain orders received by military personnel in accordance with section 8.212.1 of the Real Property Article of the Maryland Code the tenant may on 30 days written notice, terminate the lease and be subject to a termination charge not to exceed one month's rent.
- (4) Nothing in this subsection prohibits the landlord from retaining part or all of the tenant's security deposit for damage to the dwelling unit.
- (5) The requirement of paragraph (1) of this subsection may be mutually waived by both parties if the tenant is in one of not more than three units on a single lot owned by the same landlord.
- (i) *Common ownership communities.* If the dwelling unit is in a common ownership community, the lease shall state that any obligation imposed on the owner of the dwelling unit that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the tenant.

(C.B. 20, 2018, § 1)

Sec. 17.1010. - Prohibited lease provisions.

A lease may not:

- (1) Authorize a person to confess judgment on behalf of the tenant for rent due or any other claim arising out of the lease;

- (2) Authorize the landlord to take possession of the leased premises or the tenant's personal property unless the lease has been terminated by action of the parties or by operation of law, and the personal property has been abandoned by the tenant without the benefit of formal legal process;
- (3) Waive a tenant's right to a trial by jury;
- (4) State that the tenant agrees to pay court costs, legal fees, or attorney fees other than those that a court awards for a breach of lease by the tenant;
- (5) State that the tenant agrees to a period required for landlord's notice to quit that is less than that provided by law;
- (6) Waive the landlord's liability for damage caused by the landlord's negligence or violation of law;
- (7) Waive a right or protection afforded under this subtitle or other law;
- (8) Establish a lien on the tenant's property except as provided by State law;
- (9) Provide for a penalty or subject the tenant to legal action for non-payment of rent if the delinquent payment is made within five days after the date on which the rent is due;
- (10) Impose a penalty in excess of five percent of the amount of rent due for the rental period for which payment is delinquent;
- (11) Require that the tenant pay to replace or repair structural elements of the building, major appliances, or electrical, plumbing, heating, or air conditioning systems unless the replacement or repair is required because of actions of the tenant or a person for whom the tenant is legally responsible;
- (12) Require the tenant to pay any money other than:
 - (i) An application fee that section 8-213 of the Real Property Article of the Maryland Code allows;
 - (ii) A security deposit that section 8-203 of the Real Property Article of the Maryland Code allows;
 - (iii) Rent that the lease specifies;
 - (iv) Charges for services and utilities identified in the lease as required by section 17.1009(d) of this subtitle; or
 - (v) Fees for specified amenities or common areas that the tenant may elect to use, including but not limited to dedicated parking spaces, pools; or fitness facilities;
- (13) Require the tenant to pay transfer fees or other money for moving from one dwelling unit to another dwelling unit within an apartment complex during the lease period, but a landlord may withhold money from the security deposit on the original dwelling unit for damage to the unit and apply the remainder to the security deposit for the new unit; or
- (14) State that the lease is a contract under seal.

(C.B. 20, 2018, § 1)

Sec. 17.1011. - Landlord to provide copy of lease.

The landlord shall provide a fully executed copy of the lease to:

- (1) The tenant within seven days after the tenant signs the lease; and
- (2) The Office of Consumer Protection on request of the Office.

(C.B. 20, 2018, § 1)

Sec. 17.1012. - Emergency notice requirements.

(a) *In General.*

- (1) The landlord of an apartment complex shall:
 - (i) Post a durable notice listing emergency contact information in an accessible, conspicuous, and convenient place in each building to which the notice applies, and
 - (ii) Send the emergency notice to each tenant.
- (2) A landlord renting a dwelling unit that is not located in an apartment complex shall send the notice to the tenant.

(b) *Contents.* The notice shall contain the name, title, and telephone number of the landlord or at least one responsible representative of the landlord who may be reached at all times in an emergency.

(C.B. 20, 2018, § 1)

Sec. 17.1013. - Ratio utility billing.

(a) *Scope of Section.* This section applies to an apartment complex that bills tenants for water, sewer, electricity, or gas service on an allocated basis, referred to as a "Ratio Utility Billing System" ("RUBS").

(b) *Definitions .*

- (1) *In General.* In this section the following words and terms have the meanings indicated.
- (2) *Allocated Utility Service* means water, sewer, electricity, or gas service that is master metered to a landlord and that the landlord allocates to tenants using a Ratio Utility Billing System.
- (3) *Master Meter* means a meter used to measure, for billing purposes, all water, sewer, electricity, or gas usage of an apartment complex, including common areas, common facilities, and dwelling units.
- (4) *Ratio Utility Billing System* means the system under which the cost of water, sewer, electricity, or gas service, or a combination of those services, is master metered to a landlord and then allocated to tenants by the landlord by a formula that estimates the use of each rental unit in the apartment complex.

(c) *Lease Contents.* When a landlord uses a Ratio Utility Billing System, the lease shall include:

- (1) A statement that the tenant will be billed by the landlord for allocated utility services;
- (2) The precise formula the landlord uses to allocate the cost or utility services to the tenant;
- (3) A statement that any disputes relating to the computation of the tenant's bill are between the tenant and the landlord, not a third-party billing agent, however the landlord may involve the provider in the resolution of the disputes;
- (4) The average monthly bill for all dwelling units in the apartment complex in the previous calendar year and the highest and lowest month's bills for that period;
- (5) Information regarding billing such as meter reading dates, billing dates, and due dates;
- (6) The time allowed for the landlord to make repairs that affect the amount of allocated utility services used in the tenant's dwelling unit and in common areas, if common areas are not sub-metered;
- (7) A statement that the tenant may, on request, receive information from the landlord or a third-party provider to verify the amount billed to the landlord or a third-party provider for allocated utility services;

- (8) The amount of any service charge or administrative fee that may be billed to tenants by the landlord or a third-party provider under this section; and
 - (9) A statement that a copy of this section is available on request.
- (d) *Records*. Within ten days after receiving a written request from a tenant or the Office, the landlord shall make the following records for the current year and previous calendar year available for inspection at the onsite manager's office at a mutually agreed on time:
- (1) A current and complete copy of this section;
 - (2) Each bill from the provider of allocated utility services to the landlord or a third-party provider for the preceding two years;
 - (3) An explanation of the formula that the landlord or a third-party provider uses to calculate the tenants' bills;
 - (4) The total amount billed to all tenants in the tenant's building each month;
 - (5) Total revenues collected from the tenants in the tenant's building each month to pay for the allocated utility services; and
 - (6) Any other information necessary for a tenant to calculate and verify an allocated utility service bill.
- (e) *Prohibited Charges*. Charges billed to tenants under a Ratio Utility Billing System may only include charges for allocated utility services and may not include any other charges billed to the landlord such as deposits, disconnect or reconnect fees, late payments, or other similar fees.
- (f) *Calculations for Allocated Utility Service*.
- (1) *Common Area Calculation*. Before a landlord or a third-party provider may allocate a master meter bill for allocated utility service to the tenants, the landlord shall first deduct common area usage such as installed landscape irrigation systems, pools, laundry rooms, hallways, lobby areas, and similar facilities.
 - (2) *Administrative Area Calculation*. Before a landlord or a third-party provider may allocate a master meter bill for allocated utility service to the tenants, the landlord or a third-party provider shall also deduct usage for any area used by the landlord to manage the apartment complex, such as the management office, utility closets, or other areas that are not available for use by the tenants.
 - (3) *Formula for Calculating Tenants' Bills*. To calculate a tenant's bill, the landlord or a third-party provider shall use the formula provided in the lease. At the request of the Office, the landlord shall prove that the proposed formula fairly and accurately allocates utility usage among tenants.
 - (4) *Partial Month's Bill for Move-In or Move-Out*. If a tenant moves in or out during a billing period, the landlord or a third-party provider shall calculate a pro-rated bill for the tenant by dividing the number of days the tenant lived in the rental unit by the number of days in the month multiplied by the bill for the month. If a tenant moves out during a billing period before the landlord receives the bill for that period from the utility service, the landlord may calculate a final bill by using tenant's average daily bill for the last three months and multiplying that daily amount by the number of days the tenant was in the rental unit.
 - (5) *Administrative Fee*. If a landlord uses a Ratio Utility Billing System, the bill format for each billing period shall show the amount of any customer service or administrative fee charged. A customer service or administrative fee may not exceed the actual cost of allocating utility charges to the tenants. The landlord may not impose any additional charges.
- (g) *Monthly Billing for Allocated Utility Charges*.
- (1) Bills for allocated utility service charges shall be sent to tenants on a monthly basis.

- (2) The bill shall clearly state the:
 - (i) Duration of the billing period;
 - (ii) Amount due for usage of each utility service;
 - (iii) Amount due for customer service or administrative fee;
 - (iv) Total amount due for the billing period;
 - (v) Name and address of the tenant to whom the bill is applicable;
 - (vi) Name, address, and telephone number of the person sending the bill; and
 - (vii) Name, address, and telephone number of the person to whom payment is to be made.
 - (3) The due date on the bill may not be less than 15 days after it is mailed or hand delivered to the tenant. A payment is delinquent if not received by the due date.
 - (4) An estimated bill may be sent if a master meter has been tampered with, cannot be read, or is out of order, but the bill shall be distinctly marked as an estimate and the subsequent bill shall reflect an adjustment for actual charges.
 - (5) If a tenant is over-billed for a utility service, the landlord shall calculate an adjustment to the tenant's bill and give the tenant a refund.
 - (6) If a tenant is under-billed for a utility service during the previous 6 months, the landlord may calculate an adjustment for bills issued. However, the landlord may not calculate an adjustment if the tenant was under-billed because of a meter malfunction, except as provided in item (4) of this subsection. If the total amount that a tenant was undercharged is \$25.00 or more, the landlord shall offer the tenant a deferred payment plan option that gives the tenant the same amount of time to pay as the period of under-billing. Adjustments for usage by a previous tenant may not be billed to a current tenant.
 - (7) Failure by a tenant to pay an allocated utility service bill is not non-payment of rent.
- (h) *Disputed Bills* .
- (1) If a tenant disputes a bill, the tenant shall notify the landlord of the dispute in writing.
 - (2) The landlord shall investigate the matter and report the results of the investigation to the tenant in writing within 30 days after the tenant gives written notification of the dispute to the landlord.

(C.B. 20, 2018, § 1)

Sec. 17.1014. - Prohibited retaliatory practices.

- (a) (1) For any reason listed in paragraph (2) of this subsection, a landlord of any residential property may not:
 - (i) Bring or threaten to bring an action for possession against a tenant;
 - (ii) Arbitrarily increase the rent or decrease the services to which a tenant has been entitled;
or
 - (iii) Terminate a periodic tenancy.
- (2) A landlord may not take an action that is listed under paragraph (1) of this subsection for any of the following reasons:
 - (i) Because the tenant or the tenant's agent has provided written or actual notice of a good faith complaint about an alleged violation of the lease, violation of law, or condition on the leased premises that is a substantial threat to the health or safety of occupants to:
 1. The landlord; or

- 2. Any public agency against the landlord;
 - (ii) Because the tenant or the tenant's agent has:
 - 1. Filed a lawsuit against the landlord; or
 - 2. Testified or participated in a lawsuit involving the landlord; or
 - (iii) Because the tenant has participated in any tenants' organization.
- (b) (1) A landlord's violation of subsection (a) of this section is a "retaliatory action".
- (2) A tenant may raise a retaliatory action of a landlord:
- (i) In defense to an action for possession; or
 - (ii) As an affirmative claim for damages resulting from a retaliatory action of a landlord occurring during a tenancy.
- (c) (1) If in any proceeding the court finds in favor of the tenant because the landlord engaged in a retaliatory action, the court may enter judgment against the landlord for damages not to exceed the equivalent of three months' rent, reasonable attorney fees, and court costs.
- (2) If in any proceeding the court finds that a tenant's assertion of a retaliatory action was in bad faith or without substantial justification, the court may enter judgment against the tenant for damages not to exceed the equivalent of three months' rent, reasonable attorney fees, and court costs.
- (d) The relief provided under this section is conditioned on the tenant being current on the rent due and owing to the landlord at the time of the alleged retaliatory action, unless the tenant withholds rent in accordance with the lease or section 8-211 of the Real Property Article of the Maryland Code.
- (e) An action by a landlord may not be deemed to be retaliatory for purposes of this section if the alleged retaliatory action occurs more than six months after a tenant's action that is protected under subsection (a)(2) of this section.
- (f) As long as a landlord's termination of a tenancy is not the result of a retaliatory action, nothing in this section may be interpreted to alter the landlord's or the tenant's rights to terminate or not renew a tenancy.

(C.B. 20, 2018, § 1)

Sec. 17.1015. - Tenant organizations.

- (a) *Tenant Organization* . For purposes of this section, a tenant organization is one that is formed by tenants of the development, meets regularly, operates democratically, is representative of all residents in the development, and is completely independent of owners, management, and their representatives.
- (b) *In General*. Tenants may:
- (1) Form, join, meet, or assist one another as part of a tenant organization or otherwise;
 - (2) Meet and confer with landlords through representatives of their own choosing;
 - (3) Engage in other cooperative activities for mutual aid and protection; and
 - (4) Refrain from an activity listed in this subsection.
- (c) *Meetings of Landlords and Tenants*. A landlord shall meet with a tenant association or organization on a good faith request by the association or organization.
- (d) *Use of Meeting Spaces*.

- (1) To conduct tenant organization meetings, tenants and tenant organizations have the right of free assembly in the meeting rooms and other areas suitable for meetings within rental housing during reasonable hours and on reasonable notice to the landlord.
 - (2) The landlord may not charge a tenant organization or a group of tenants seeking to form a tenant organization a fee for the first meeting of each month held to discuss landlord-tenant issues.
 - (3) The landlord may charge a reasonable fee for other uses of the meeting rooms or common areas but the charge may not exceed the regular schedule of fees for the rooms or areas charged to other groups.
 - (4) The landlord may impose reasonable terms and conditions on the use of the meeting rooms or common areas if those terms and conditions do not undermine the purposes of this section.
- (e) *Literature.* Tenants and tenant organizations may distribute freely and post in centrally located areas of rental housing literature concerning landlord-tenant issues if the origin of the literature is properly identified.
- (f) *Complaints.* Tenant organizations may file complaints under this subtitle on behalf of tenants, but a tenant organization may not represent exclusively a tenant or class of tenants unless the tenant or the class specifically authorize the organization to do so.

(C.B. 20, 2018, § 1)

Sec. 17.1016 - Penalties and other relief.

- (a) *Not Exclusive.* The penalties and relief specified in this section are in addition to the other penalties specifically provided in this subtitle.
- (b) *Civil Penalties.*
- (1) The Office may enforce this subtitle with civil penalties under Title 24, "Civil Penalties" of the Howard County Code.
 - (2) The first violation of this subtitle is a Class B offense.
 - (3) Subsequent violations are Class A offenses.
- (c) *Penalty Recoverable in Civil Action.* Alternatively or in addition to and concurrent with other remedies, the Office may impose a fine not exceeding \$500 for each violation of this subtitle, recoverable in a civil action.
- (d) *Injunctive and Other Relief.* The Office may also seek, and a court may issue, an injunction, a restraining order, or other appropriate relief to correct a violation of this subtitle.

(C.B. 20, 2018, § 1)

Sec. 17.1017. - Private action.

Nothing in this subtitle prevents a person from exercising a right or seeking a remedy to which the person might otherwise be entitled, or from filing a complaint with any other governmental unit or court.

(C.B. 20, 2018, § 1)