

CB-20: Howard County Landlord-Tenant Regulations

PREPARED BY: THE HOWARD COUNTY ASSOCIATION OF REALTORS®

About CB-20

On June 4, 2018 the Howard County Council passed CB-20, which empowers the County's Office of Consumer Protection to enforce the provisions of local landlord and tenant law. The passage of this bill followed weeks of conversation and negotiation between County officials, HCAR, and other housing groups. It includes many landlord concessions requested by HCAR.

The bill was signed by the County Executive on June 12 and will go into effect on August 12, 2018. This will not apply to leases executed prior to August 12. Owners of rental properties will have an additional four months (December 12) to fulfill the lease requirements of the Act.

Landlord Obligations

Landlords shall:

- ⇒ Maintain the appropriate rental housing license issued by the County prior to tenant occupancy
- ⇒ Make available all necessary rental documents to the Office of Consumer Protection
- ⇒ Give the tenant 24-hours' notice before entering the unit, unless an emergency exists or the tenant has mutually agreed to a lesser period of time
- ⇒ Not retaliate against a tenant for alleging violations of the landlord-tenant law, such as threatening to terminate a tenancy, eviction or increases to rental fees

Lease Application

The landlord shall provide a sample copy of the lease to the tenant.

If applicable, the landlord will give notice that the tenant's credit will be checked and that if declined due to credit worthiness, the tenant may obtain that credit check from the company used.

Once the tenant's application has been approved, the landlord shall:

- ⇒ Notify a tenant of the opportunity to view the rental unit prior to executing the lease
- ⇒ Provide copies of an HOA or Condo rules and regulations the tenant must follow
- ⇒ Inform the tenant that the landlord is required to be licensed and provide a copy of that license prior to occupancy
- ⇒ Provide a copy of the County's Landlord Tenant publication in a language of the tenant's choosing
- ⇒ Obtain the tenant's acknowledgement that the above items were provided

Lease Termination

A tenant may terminate a lease on 60 days' written notice under the following conditions:

- ⇒ An involuntary change of employment to a location more than 100 miles from the rental unit, the costs of which are not reimbursed by the employer, and which is confirmed in writing by the employer
- ⇒ The involuntary loss of employment of a wage earner whose income was used to qualify for the lease, as confirmed by that employer of an unemployment agency
- ⇒ The death of a wage earner whose income was used to qualify for the lease, as confirmed by a certificate of death
- ⇒ A medical certification as outlined under current state code

The termination fee for these conditions may not exceed two months' rent or actual damages, whichever is less

These provisions can be mutually waived by the landlord and tenant if the rental unit is one of not more than three properties owned by the same landlord on a single lot

The termination procedures for military relocations under state and federal law remain at 30 days' notice and 30 days' termination fee



CB-20: Howard County Landlord-Tenant Regulations

Required Provisions

The application and lease shall include the following:

- ⇒ An explanation of the tenant's obligations under the signed lease
- ⇒ A notice that the landlord will obtain the tenant's credit report, if applicable; should the tenant be rejected based upon that report, the landlord shall provide the name of the reporting agency and how the tenant may obtain their own copy of the report
- ⇒ A statement that if the landlord collects fees for the application which exceed \$25, that any unused portion shall be returned to the tenant
- ⇒ A notice explaining where the tenant may inspect the owner's rental license
- ⇒ A statement that the tenant may terminate the lease if the owner fails to apply for a rental license renewal or fail to abate a violation during the tenancy
- ⇒ A clause that the landlord will deliver the unit in a clean and habitable condition and the landlord's obligation to maintain the unit in that condition during the tenancy
- ⇒ A notice of the tenant's or the landlord's obligation for utility payments
- ⇒ A notice of the collection, deposit and return of a tenant's security deposit
- ⇒ A statement of any common interest or community association obligations for either the owner or the tenant

In addition, the lease shall incorporate by reference the Building Code, the Fire Prevention Code, the Property Maintenance Code for Rental Housing and the Zoning Regulations of Howard County as a warranty of habitability and repair

Special Apartment and Multi-Family Provisions

In addition, the legislation sets forth obligations for apartment complexes concerning to ratio utility billing practices, and the formation of and meetings by a tenant organization.

For More Information

View the full provisions of CB 20 by visiting:

<https://apps.howardcountymd.gov/olis/LegislationDetail.aspx?LegislationID=3014>

Prohibited Provisions

Leases shall not:

- ⇒ Authorize another person to confess judgement on behalf of the tenant for rent or other claim under the lease agreement
- ⇒ Authorize landlord repossession except for lease termination or tenant abandonment of the dwelling
- ⇒ Require the tenant to pay for fees or charges other than rent, application fees, security deposits or use of community amenities
- ⇒ Waive the right of the tenant to a trial by jury
- ⇒ Waive the rights or any other protection afforded the tenant under the law
- ⇒ Pay the court costs of the landlord, except where the tenant is in breach of the lease
- ⇒ Provide for landlord notice to quit requirements that are less than those in the law
- ⇒ Waive liability for a landlord's negligence or illegal action
- ⇒ Provide a penalty for rent payments received within 5 days following the due date
- ⇒ Impose a penalty of more than 5% of the rent amount for payments made after 5 days
- ⇒ Require the tenant to replace any system or appliance within the rental unless the damage was the result of tenant action or the action of someone for whom the tenant was responsible
- ⇒ Establish a lien on the tenant's property which is not authorized by state law
- ⇒ State that the lease is a contract under seal

