



Takoma Park City Council Meeting – July 19, 2023 Agenda Item 4

Work Session

Ordinance Amending Chapter 6.16 (Landlord-Tenant Relations relating to Tenant Displacement) and Chapter 6.36 (Unsafe Buildings-Public Nuisance Abatement)

Recommended Council Action

Approve the proposed changes to City Code Chapters 6.16 and 6.36 to better outline City requirements when rental units are condemned.

Context with Key Issues

In February 2023, there was a fire in a 6-unit apartment complex located at 8306 Roanoke Avenue. Three units had to be condemned, and there was some debate of who was responsible for ensuring tenants had shelter. Previously, there was a fire at 7710 Maple Avenue in January 2022 which had 9 units condemned. The City had to pay for housing for residents for several weeks while repairs were made at a cost of \$28,000. Staff identified language that aimed to prevent displacement but recognized the language did not provide enough clarity. After the fire, staff began reviewing ordinances that safeguard tenants from becoming homeless through no fault of their own when the units they live in are condemned. In conversations with legal aid organizations and reviewing County ordinances, staff believe that the current language was not sufficient to safeguard tenants and did not provide clear expectations for landlords.

The proposed amendment builds off the County's Landlord-Tenant Relations Code (Section 29-35B) to strengthen the City's current language and also align with County procedures when possible for consistency across jurisdictions. Some changes were made to recognize that many properties in the City fall under Rent Stabilization and to provide timelines which are feasible for landlords.

The ordinance adds language to Chapter 6.16 (Landlord-Tenant Relations) and removes the language that currently exists in Chapter 6.36 (Unsafe Buildings-Public Nuisance Abatement). The ordinance defines two types of displaced tenants, temporarily displaced tenants (those who will be able to move back into the unit within 30 days), and permanently displaced tenants (those who will not be able to return to the unit within 30 days). The new language sets out requirements of property owners in providing displaced tenants with assistance or housing in the event that they are displaced due to the condemnation of the building.

The ordinance requires landlords to provide housing for displaced tenants in the immediate aftermath of a condemnation, up until the time that the landlord makes a relocation payment to the tenant. A relocation payment must be made within a week of the condemnation, but the amount or type of compensation would depend whether the tenant would be identified as temporarily displaced or permanently displaced.

For temporarily displaced tenants, landlords are required to provide alternative housing while the tenant is displaced and make provisions for the tenant's belongings. They must also pay the costs the tenant incurs to move back into the unit and ensure the lease in effect at the time of displacement is either the same or is similar to the original lease signed (without significant new requirements).

Permanently displaced tenants have separate requirements. Within 7 calendar days of the condemnation, the property owner must return the tenant's security deposit, and 2 months of rent if the tenant has been permanently displaced. This is a relaxation from the County requirements, which require the greater of 3 month's rent or the fair market rent as set by HUD. This requirement was relaxed with the understanding that rent stabilized properties and low-income housing have lower rents than market rate apartments.

The ordinance does allow for an alternative arrangement to be reached, provided the agreement meets certain requirements and is detailed in a written agreement between the landlord and the tenant.

The ordinance also includes a first right to reoccupy, where tenants must be notified that they have the first right to sign a lease for the unit once the unit is declared livable. The code requires that landlords submit proof of compliance with the law within 10 days of the unit being condemned. There is the ability for a waiver to be granted from these requirements by the City Manager and there is language that allows the City to step in and aid the tenant, then recoup the cost from the landlord.

Council Priority

Advancing a Community of Belonging, Community Development for an Improved and Equitable Quality of Life

Environmental Considerations

The ordinance addresses existing buildings which have been condemned or deemed unlivable, therefore, there are no environmental considerations.

Fiscal Considerations

This ordinance has no direct impact on the FY24 budget. However, it is anticipated that in the event of a condemnation the City could use Emergency Assistance Funds (if available) to provide initial housing and recoup the cost after.

Racial Equity Considerations

The ordinance will affect renter households in the City by providing them with greater protections in the event of an event which renders their apartment uninhabitable. According to the 2021 American Community Survey 5-year estimates for the City; 83% of renter householders are Non-White, while owner households are 76% White. Renter households also have fewer financial resources. The median renter household income is \$46,000 compared to \$170,000 for an owner-occupied household.

Attachments and Links

Draft Ordinance

Presentation

[Montgomery County Code](#)

1 Introduced by: Councilmember XXXXX

2 First Reading: MONTH XX, 202X
3 Second Reading: MONTH XX, 202X
4 Effective Date: MONTH XX, 202X

5 **CITY OF TAKOMA PARK, MARYLAND**

6
7 **ORDINANCE 202X-XX**

8
9 **Ordinance Amending Title 6, Housing**

10
11 WHEREAS, the Maryland Code, Local Government Article, Section 5–202, as amended,
12 authorizes the legislative body of each municipal corporation in the State of
13 Maryland to pass ordinances that such legislative body deems necessary to assure
14 the good government of the municipality, to protect and preserve the municipality’s
15 rights, property and privileges, to preserve peace and good order, to secure persons
16 and property from danger and destruction, and to protect the health, comfort, and
17 convenience of the citizens of the municipality; and
18

19 WHEREAS, Section 401 of the City Charter states that the Council has the power to pass all
20 such ordinances not contrary to the Constitution and laws of the State of Maryland
21 as it may deem necessary for the good government of the City, for the protection
22 and preservation of the City’s property, rights, and privileges, for the preservation
23 of peace and good order, for securing persons and property from violence, danger
24 or destruction, and for the protection and promotion of the health, safety, comfort,
25 convenience, welfare, and happiness of the residents of and visitors in the City; and
26

27 WHEREAS, the Council wishes to amend Title 6, Housing, of the Takoma Park Code, to clarify
28 and strengthen the protections for tenants displaced through fire and other structural
29 failures.
30

31 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA
32 PARK, MARYLAND, THAT:

33
34 SECTION 1 Chapter 6.16, Landlord-Tenant Relations, of the Takoma Park Code is hereby
35 amended as follows:
36

Chapter 6.16
LANDLORD-TENANT RELATIONS

Sections:

- 6.16.010 Legislative findings.
- 6.16.020 Applicability
- 6.16.030 Tenant rights of association
- 6.16.040 Obligations of tenants.
- 6.16.050 Obligations of landlords.
- 6.16.060 Lease requirements.
- 6.16.070 Lease term and renewal requirements.
- 6.16.080 Rent increases--Frequency and notification requirements.
- 6.16.090 Fees—General provision, permitted fees, optional fees, prohibited fees.
- 6.16.100 Utilities—Charges to tenant and transfer of utility payments.
- 6.16.110 Entry.
- 6.16.120 Notice to vacate.
- 6.16.130 Security deposits.
- 6.16.140 Defective tenancy.
- 6.16.150 Retaliatory practices.
- 6.16.155 Window Guards.
- 6.16.160 Department investigation and conciliation.
- 6.16.170 Landlord-tenant complaints
- 6.16.180 Tenant displacement and relocation expenses.

* * *

6.16.050 Obligations of landlords.

All landlords shall:

- A. Keep all areas of the rental facility, grounds, facilities, equipment and appurtenances in a clean, sanitary and safe condition;
- B. Supply water, hot water and heat as required by the standards prescribed in Chapter 6.12, Property Maintenance Code;
- C. Provide and maintain all gas, electrical, plumbing, and other facilities and conveniences supplied to the rental facility and rental unit in good working order;
- D. Provide and maintain appropriate and sufficient receptacles and conveniences for the removal of rubbish, garbage, and recyclables and arrange for the frequent removal of such materials from the rental facility;
- E. Post a durable notice of current emergency contact information in an accessible place in a common area in each multifamily rental facility. Notice must include the name(s) and telephone numbers (day and evening) of the landlord or agent who should be contacted in an emergency

1 situation. Such notice shall be distributed to all tenants, including tenants in a single-family rental
2 facility, at the commencement of their tenancy and whenever there is a change in the emergency
3 contact information;
4

5 F. Within seven calendar days of the commencement of a new tenancy, distribute to the new
6 tenants a City supplied electoral and civic information packet, offering a packet to each tenant of
7 voting age residing in the rental unit. The Department shall make the packet available on the City's
8 website for download and printing by landlords. In addition, landlords may obtain copies of the
9 packet at the City of Takoma Park Community Center—Sam Abbott Citizen Center.
10

11 The packet shall include the following:
12

13 1. One City voter-registration form and one State voter-registration form and
14 information on online voter registration and how to obtain additional voter registration
15 forms;
16

17 2. Other material designated by the City regarding public services available to
18 residents, existing laws, rules, and regulations, and the City electoral process;
19

20 G. Rekey locks on all doors to the rental unit between tenancies;
21

22 1. No key shall provide access to multiple rental units in the same rental facility except
23 the master key maintained by the landlord;
24

25 2. Master and duplicate keys must be kept in a locked cabinet or safe with restricted
26 access and a log book of all key assignments and temporary loans of any master key and
27 all duplicate keys maintained; and
28

29 3. The cost of rekeying the rental unit or rental facility at the beginning of a tenancy
30 shall be the sole responsibility of the landlord;
31

32 H. Paint all rental units in their entirety at least once every five years. All painted surfaces
33 must be in clean condition and free of any peeling or chipping paint at the beginning of a new
34 tenancy. Repainting is not required between tenancies;
35

36 I. Make and bear the costs of all repairs and arrangements necessary to keep the rental unit
37 in compliance with Chapter 6.12, Property Maintenance Code;
38

39 J. Provide written documentation of the cost of all repairs made to a rental unit to correct
40 damages caused by the tenant during their tenancy and proof of the completion of such repairs.
41 Documentation may include receipts for required services or materials, time sheets noting labor

1 incurred by landlord and photographs of damages and completed repairs. Documentation shall be
2 provided prior to the assessment of the cost of the repairs; and
3

4 K. Install and maintain window guards if required under Section 6.16.155.
5

6 L. Provide payment or alternative housing when required under Section 6.16.180.
7

8 ***
9

10 **6.16.180 Tenant displacement and relocation expenses.**
11

12 A. Definitions. As used in this Section:
13

14 1. Permanently displaced tenant means a tenant that is required to vacate rental
15 housing for 30 days or more because the rental housing is condemned as unfit for human
16 habitation under Chapter 6.12 (Property Maintenance Code) and/or Chapter 6.36 (Unsafe
17 Buildings – Public Nuisance Abatement).
18

19 2. Temporarily displaced tenant means a tenant that is required to vacate rental
20 housing for less than 30 days because the rental housing is condemned as unfit for human
21 habitation under Chapter 6.12 (Property Maintenance Code) and/or Chapter 6.36(Unsafe
22 Buildings – Public Nuisance Abatement).
23

24 B. Immediate Housing. Within 24 hours of the posting of a condemnation, the landlord must
25 provide alternative, safe, legal, and comparable housing, as determined by the Department, until a
26 relocation payment is made.
27

28 C. Relocation Payment Required. Except as provided in subsection 6.16.180(F), a landlord
29 must pay a relocation payment to a permanently or temporarily displaced tenant within 7 calendar
30 days of the condemnation.
31

32 D. Relocation amount.
33

34 1. Permanently displaced tenants. For a permanently displaced tenant, the landlord must:
35

36 a. Return to the permanently displaced tenant the tenant's security deposit with required
37 interest;

38 b. Pay to the permanently displaced tenant 2 months of the tenant's rent under the lease
39 at the time of relocation.
40

41 2. Temporarily displaced tenants.
42

43 a. For a temporarily displaced tenant, the landlord must:
44

45 i. Provide alternative, safe, legal, and comparable housing, as determined by the
46 Department, for the temporarily displaced tenant and the tenant's belongings for

1 the duration of the displacement period; and
2 ii. Pay for the costs of the immediate relocation of the temporarily displaced tenant
3 and the tenant's belongings.

4
5 b. At the end of the displacement period, the landlord must pay the costs to move the
6 tenant and the tenant's belongings back to the tenant's original rental housing.

7
8 c. A landlord must ensure that the lease in effect at the time of a temporarily displaced
9 tenant's return to the tenant's original rental housing contains lease provisions
10 substantially similar to the lease in effect at the time of displacement, including
11 provisions regarding the length of the lease term and the amount of rent due.

12
13 3. Alternative payment.

14
15 a. Notwithstanding the relocation payment required under this Section, a landlord and
16 tenant may agree to an alternative arrangement if the alternative arrangement:

17
18 i. Is of equal benefit to the tenant; and

19 ii. Is evidenced by a written agreement between the tenant and the landlord that meets
20 the criteria set forth by the Department.

21
22 E. Proof of Compliance. Within 10 calendar days after the posting of the condemnation, a
23 landlord must provide the Department with proof of compliance as set forth by the Department.

24
25 F. First right to reoccupy. A landlord must provide a permanently displaced tenant with the
26 first right to reoccupy rental housing on the site once the rental housing becomes habitable.

27
28 1. The landlord shall notify the tenant of their right to reoccupy a rental unit in accordance
29 with any applicable regulations promulgated by the Department.

30
31 2. A permanently displaced tenant may waive the right to reoccupy the rental housing at any
32 time after displacement.

33
34 G. Waivers. The City Manager may issue a waiver waiving some or all of the requirements
35 under this Section. Such a waiver must be in writing and state which requirements are being
36 waived.

37
38 H. Regulations. The City Manager may adopt regulations to implement the requirements of
39 this Section in accordance with Chapter 2.12.

40
41 I. Any costs, including reasonable attorney's fees, incurred by the City in the relocation of
42 any displaced tenants shall be paid by the owner. The City shall send the owner a bill for the costs
43 of such relocation by certified mail, return receipt requested, and by regular mail to the owner's
44 last known address or by any other means reasonably calculated to bring the bill to the owner's
45 attention. If the owner does not pay the bill within one month after it is presented, the cost shall be
46 a lien against the real property which may be collected and enforced in the same manner as are

1 taxes, special assessments and other liens on real property or collected as provided for in Section
2 6.40.020(C).
3

4 J. A violation of this section is a Class A municipal infraction.
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6

7 ***
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9 SECTION 2 Title 6, Landlord-Tenant Relations, of the Takoma Park Code is hereby amended
10 as follows:
11

12 **Chapter 6.36**
13 **UNSAFE BUILDINGS – PUBLIC NUISANCE ABATEMENT**
14

15 Sections:

- 16 6.36.010 Unsafe buildings—Public nuisance declared.
17 6.36.020 Adoption of Montgomery County Code.
18 6.36.030 Amendments to Chapter 26, Housing and Building Standards, of the Montgomery
19 County Code.
20 6.36.040 Right of entry.
21 6.36.050 Vacating and placarding.
22 6.36.060 Vacating and securing of premises.
23 ~~6.36.070—Tenant displacement.~~

24 ***
25

26 ~~**6.36.070—Tenant displacement and relocation expenses.**~~
27

28 ~~A tenant of an unsafe building who is required to leave the building or part of it as a result of an~~
29 ~~order to vacate issued under this chapter is displaced.~~
30

31 ~~A.—The owner is not required to locate alternative housing if the tenant’s displacement was~~
32 ~~the result of an act of God or other conditions beyond the control of the property owner or was~~
33 ~~caused by the tenant’s negligent, wrongful or malicious acts or omissions.~~
34

35 ~~B.—Except as provided in subsection (A) of this section, the owner is required to locate~~
36 ~~alternative housing for a displaced tenant until such time as the City authorizes reoccupation of~~
37 ~~the unsafe building or approves any repairs made in accordance with this chapter or until the~~
38 ~~lease term of the tenant expires, whichever occurs first. The lease term of the tenant shall be~~
39 ~~deemed to include any notice period required by applicable law for the landlord to terminate the~~
40 ~~tenancy of the tenant. Any displaced tenant shall continue to be responsible for payment of the~~
41 ~~rent in the same amount as paid to the owner immediately preceding the displacement, which~~
42 ~~rent may be paid either to the owner or to the provider of the alternative housing pursuant to the~~
43 ~~conditions herein described. The owner shall be responsible for the difference between the rent~~
44 ~~as paid prior to the displacement and the rent required for the alternative housing, except that the~~
45 ~~owner is not responsible for such difference beyond the lease term of the tenant.~~
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~~C. Any costs, including reasonable attorney’s fees, incurred by the City in the relocation of any displaced tenants shall be paid by the owner. The City shall send the owner a bill for the costs of such relocation by certified mail, return receipt requested, and by regular mail to the owner’s last known address or by any other means reasonably calculated to bring the bill to the owner’s attention. If the owner does not pay the bill within one month after it is presented, the cost shall be a lien against the real property which may be collected and enforced in the same manner as are taxes, special assessments and other liens on real property or collected as provided for in Section 6.40.020(C).~~

SECTION 3 The provisions of this ordinance are severable. If any part of this act is declared invalid or unconstitutional, that declaration shall not affect any part which remains.

SECTION 4 This Ordinance shall become effective on MONTH XX, 202X.

Adopted this XXth day of MONTH, 202X, by roll-call vote as follows:

AYE: None
NAY: None
ABSENT: None
ABSTAIN: None

Explanatory Note: New text is indicated with underlining and deleted text is indicated with strikethrough.