



Takoma Park City Council Meeting – September 6, 2023 Agenda Item 1

Voting Session

Second Reading 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

The proposed 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.

On July 26, 2023, Council approved the first reading of the ordinance. Staff opened a public comment period between July 31, 2023 and August 30, 2023. As of September 1st, Staff have received two substantive comments on the proposal, both expressing concern about the potential increased cost and regulatory burden to landlords. After reviewing comments and legislation, Staff feel that the language in the ordinance adequately balances the needs to provide protections for displaced tenants with potential cost burdens for landlords. Staff are recommending Council approve the 2nd reading of the ordinance and adopt the proposed ordinance without modification.

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

[July 19, 2023 Council Memo](#)

[July 26, 2023 Council Memo](#)

Draft Ordinance

Presentation

1 Introduced by: Councilmember Seamens

First Reading: July 26, 2023

2 Second Reading:

3 Effective Date:

4
5 **CITY OF TAKOMA PARK, MARYLAND**

6
7 **ORDINANCE 2023-17**

8
9 **Ordinance Amending Title 6, Housing to Clarify and**
10 **Strengthen Protections for Displaced Tenants**

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

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

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

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

34
35 SECTION 1 Title 6, Housing, of the Takoma Park Code is hereby 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.
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6 L. Provide payment or alternative housing when required under Section 6.16.180.
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10 **6.16.180 Tenant displacement and relocation expenses.**
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12 A. Definitions. As used in this Section:
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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 1. A landlord may require a tenant to use their renter’s insurance, if any, but is
29 responsible for covering the cost of alternative housing after the expiration of such benefits.
30

31 C. Relocation Payment Required. Except as provided in subsection 6.16.180(F), a landlord
32 must pay a relocation payment to a permanently or temporarily displaced tenant within 7 calendar
33 days of the condemnation.
34

35 D. Relocation amount.
36

37 1. Permanently displaced tenants. For a permanently displaced tenant, the landlord must:
38

39 a. Return to the permanently displaced tenant the tenant’s security deposit with required
40 interest; and

41 b. Pay to the permanently displaced tenant 2 months of the tenant’s rent under the lease
42 at the time of relocation.
43

44 2. Temporarily displaced tenants.
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46 a. For a temporarily displaced tenant, the landlord must:

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- i. Provide alternative, safe, legal, and comparable housing, as determined by the Department, for the temporarily displaced tenant and storage for the tenant's belongings for the duration of the displacement period;
 - ii. Pay for the costs of the immediate relocation of the temporarily displaced tenant and the tenant's belongings;
 - iii. Pay for any costs associated with housing for the tenant and storage of the temporarily displaced tenant's belongings; and
 - iv. A landlord may require a tenant to use their renter's insurance, if any, to cover the costs associated with the landlord's obligations under Section 6.16.180(D)(2)(a), but the landlord shall be responsible for covering the cost of the same if the tenant does not have renter's insurance or after the benefits provided by the renter's insurance end.
- b. A temporarily displaced tenant may not be required to pay rent or fees to a landlord during the period in which the tenant is temporarily displaced and a *pro rata* adjustment shall be made to the rent owed by the tenant for the period of temporary displacement.
 - c. At the end of the displacement period, the landlord must pay the costs to move the tenant and the tenant's belongings back to the tenant's original rental housing.
 - d. A landlord must ensure that the lease in effect at the time of a temporarily displaced tenant's return to the tenant's original rental housing contains lease provisions substantially similar to the lease in effect at the time of displacement, including provisions regarding the length of the lease term and the amount of rent due.
3. Alternative payment.
- a. Notwithstanding the relocation payment required under this Section, a landlord and tenant may agree to an alternative arrangement if the alternative arrangement:
 - i. Is of equal benefit to the tenant; and
 - ii. Is evidenced by a written agreement between the tenant and the landlord that meets the criteria set forth by the Department.
- E. Proof of Compliance. Within 10 calendar days after the posting of the condemnation, a landlord must provide the Department with proof of compliance as set forth by the Department.
- F. First right to reoccupy. A landlord must provide a permanently displaced tenant with the first right to reoccupy rental housing on the site once the rental housing becomes habitable.
- 1. The landlord shall notify the tenant of their right to reoccupy a rental unit in accordance with any applicable regulations promulgated by the Department.

1
2 2. A permanently displaced tenant may waive the right to reoccupy the rental housing at any
3 time after displacement.
4

5 G. Waivers. The City Manager may issue a waiver waiving some or all of the requirements
6 under this Section. Such a waiver must be in writing and state which requirements are being
7 waived.
8

9 H. Regulations. The City Manager may adopt regulations to implement the requirements of
10 this Section in accordance with Chapter 2.12.
11

12 I. Any costs, including reasonable attorney's fees, incurred by the City in the relocation of
13 any displaced tenants shall be paid by the owner. The City shall send the owner a bill for the costs
14 of such relocation by certified mail, return receipt requested, and by regular mail to the owner's
15 last known address or by any other means reasonably calculated to bring the bill to the owner's
16 attention. If the owner does not pay the bill within one month after it is presented, the cost shall be
17 a lien against the real property which may be collected and enforced in the same manner as are
18 taxes, special assessments and other liens on real property or collected as provided for in Section
19 6.40.020(C).
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22 * * *

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24 SECTION 2. Title 6, Landlord-Tenant Relations, of the Takoma Park Code is hereby amended
25 as follows:
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27 **Chapter 6.36**
28 **UNSAFE BUILDINGS – PUBLIC NUISANCE ABATEMENT**
29

30 Sections:

- 31 6.36.010 Unsafe buildings—Public nuisance declared.
32 6.36.020 Adoption of Montgomery County Code.
33 6.36.030 Amendments to Chapter 26, Housing and Building Standards, of the Montgomery
34 County Code.
35 6.36.040 Right of entry.
36 6.36.050 Vacating and placarding.
37 6.36.060 Vacating and securing of premises.
38 ~~6.36.070 Tenant displacement.~~
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42 ~~6.36.070 Tenant displacement and relocation expenses.~~
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44 ~~A tenant of an unsafe building who is required to leave the building or part of it as a result of an~~
45 ~~order to vacate issued under this chapter is displaced.~~
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1 A.—~~The owner is not required to locate alternative housing if the tenant’s displacement was the~~
2 ~~result of an act of God or other conditions beyond the control of the property owner or was caused~~
3 ~~by the tenant’s negligent, wrongful or malicious acts or omissions.~~
4

5 B.—~~Except as provided in subsection (A) of this section, the owner is required to locate~~
6 ~~alternative housing for a displaced tenant until such time as the City authorizes reoccupation of~~
7 ~~the unsafe building or approves any repairs made in accordance with this chapter or until the lease~~
8 ~~term of the tenant expires, whichever occurs first. The lease term of the tenant shall be deemed to~~
9 ~~include any notice period required by applicable law for the landlord to terminate the tenancy of~~
10 ~~the tenant. Any displaced tenant shall continue to be responsible for payment of the rent in the~~
11 ~~same amount as paid to the owner immediately preceding the displacement, which rent may be~~
12 ~~paid either to the owner or to the provider of the alternative housing pursuant to the conditions~~
13 ~~herein described. The owner shall be responsible for the difference between the rent as paid prior~~
14 ~~to the displacement and the rent required for the alternative housing, except that the owner is not~~
15 ~~responsible for such difference beyond the lease term of the tenant.~~
16

17
18 C.—~~Any costs, including reasonable attorney’s fees, incurred by the City in the relocation of~~
19 ~~any displaced tenants shall be paid by the owner. The City shall send the owner a bill for the costs~~
20 ~~of such relocation by certified mail, return receipt requested, and by regular mail to the owner’s~~
21 ~~last known address or by any other means reasonably calculated to bring the bill to the owner’s~~
22 ~~attention. If the owner does not pay the bill within one month after it is presented, the cost shall be~~
23 ~~a lien against the real property which may be collected and enforced in the same manner as are~~
24 ~~taxes, special assessments and other liens on real property or collected as provided for in Section~~
25 ~~6.40.020(C).~~
26

27 * * *

28 SECTION 3. Title 6, Landlord-Tenant Relations, of the Takoma Park Code is hereby amended
29 as follows:
30

31 **Chapter 6.40**

32 **VIOLATIONS AND ENFORCEMENT**

33 Sections:

- 34 6.40.010 Violations and penalties.
35 6.40.020 Enforcement.

36
37 **6.40.010 Violations and penalties.**

38 A. Any violation of this title shall be a Class C municipal infraction except as otherwise
39 specifically provided.

1 B. Operating or permitting the operation or occupancy of a rental facility without having applied
2 for and obtained a rental housing license or after a license has expired or been suspended, revoked
3 or denied shall be a Class AA municipal infraction violation.

4 C. The following shall be Class A municipal infraction violations:

5 1. Any violation of Chapter 6.12, Property Maintenance Code;

6 2. Failure to obey an order of the Commission;

7 3. Failure to file a rent report or submission of a false, incomplete or inaccurate rent report;

8 4. Charging or attempting to charge an illegal rent or fee;

9 5. Any violation of Section 6.16.050(L) or Section 6.16.180 Tenant displacement and relocation
10 expenses;

11 ~~5~~ 6. Any violation of Section 6.16.100, Utilities—Charges to tenant and transfer of utility
12 payments;

13 ~~6-7~~. Submitting false information or making false statements to the Department or to the
14 Commission;

15 ~~7-8~~. Any violation of Chapter 6.32, Tenant Opportunity to Purchase; and

16 ~~8~~ 9. Failure of an owner, agent or operator of any unsafe building to comply with any notice or
17 order issued under Chapter 6.36, Unsafe Buildings—Public Nuisance Abatement.

18
19 * * *

20 SECTION 4. The provisions of this ordinance are severable. If any part of this act is declared
21 invalid or unconstitutional, that declaration shall not affect any part which remains.

22
23 SECTION 5. This Ordinance shall become effective on MONTH XX, 202X.

24
25 Adopted this ___ day of _____, 2023, by roll-call vote as follows:

26
27 AYE:

28 NAY:

29 ABSENT:

30 ABSTAIN:

31
32 Explanatory Note: New text is indicated with underlining and deleted text is indicated with
33 strikethrough.
34