



Takoma Park City Council Meeting – November 17, 2021 Agenda Item 5

Voting Session

Second reading Ordinance Regarding Legislation Requiring Window Guards in Multifamily Rental Facilities

Recommended Council Action

Approve the ordinance at second reading.

Context with Key Issues

Since 2019, two Takoma Park children have fallen from windows in multifamily rental facilities, with one child tragically passing away in October 2020. The purpose of this legislation is to prevent another tragedy from occurring in Takoma Park by requiring the installation of window guards on all windows above the ground floor in multifamily rental facilities. Window guards are physical barriers or limiting devices attached to a window to prevent occupants from falling out of the windows, reducing the risk of injury or death associated with accidental falls from windows. According to Children's National Hospital, 33 children fell from windows in the Washington, DC metro area in 2020¹.

This ordinance would amend Chapter 6.16, Landlord-Tenant Relations, of the Takoma Park Code, to provide greater protections to children residing in multifamily dwelling units. The ordinance would require a landlord of a multifamily dwelling to install and maintain a window guard in each window of a habitable room if: (1) a child of age 10 or younger occupies or will occupy the dwelling; or (2) a tenant of the dwelling requests in writing the installation of window guards. The ordinance would require landlords to include window guard requirements within a lease or as an addendum to a lease, and landlords would not be able to charge a tenant for the installation or maintenance of window guards.

The ordinance would not apply to ground-floor or basement windows, windows with air conditional units that are bolted to windows and not surrounded by openings exceeding four (4) inches, windows that are not designed to open, or to the extent that a window guard would violate fire safety requirements or egress requirements.

Montgomery County passed a similar version of this legislation in April 2021, with the legislation amending Chapter 29 of the Montgomery County code. The City of Takoma Park has exempted itself from Chapter 29 of the Montgomery County code, therefore necessitating the City to pass its own legislation to require landlords in the City to install window guards and increase the safety of our youngest residents. Similar legislation has also been enacted in New York City and New Jersey. This ordinance amends Chapter 6.16.050, Obligations of Landlords, of the Takoma Park code. The City of Takoma Park contracts with the Montgomery County Department of Housing and Community Affairs (DCHA) to perform inspections of residential rental facilities to ensure compliance with the requirements of applicable City ordinances and regulations for the City. Per the contract's terms,

¹ <https://wtop.com/montgomery-county/2021/06/ezechiels-law-signed-montgomery-co-landlords-will-have-to-add-window-guards/> Accessed 11/1/2021

DCHA is authorized on behalf of the City in the enforcement of the City's laws that apply to the licensing, inspection, and maintenance of rental facilities, of which Takoma Park Code Chapter 6.16.050 is included.

Per the economic impact analysis completed by the Montgomery County Office of Legislative Oversight (OLO) in relation to the similar Montgomery County window guard bill, the OLO found that there would be a net negative impact to private organizations that own and manage rental properties due to the requirements of the bill. It can be assumed that this ordinance will have a similar net negative impact on private organizations and landlords that own and manage rental properties in the City of Takoma Park, as the financial burden of purchasing and installing the window guards will fall on them. The amended code language prohibits landlords from passing on the costs of installing window guards directly to tenants.

Council Priority

A Livable Community for All, Community Development for an Improved and Equitable Quality of Life

Racial Equity Considerations

This ordinance will favorably impact the City's race equity efforts. Per 2020 Census data, 77% of renters in Takoma Park are of a racial or ethnic minority. As the ordinance is focused on improving the safety of children that live in rental units in the City, racial and ethnic minorities in the City of Takoma Park will benefit from this legislation at a substantially higher rate than White residents. This ordinance will favorably impact the City's social justice efforts. According to the Cincinnati Children's Hospital, every year in the United States 15 to 20 children under the age of 11 die and nearly 15,000 are injured from falls from windows, and window falls tend to occur in low-income neighborhoods with deteriorating housing, unsatisfactory window construction, and no air conditioning².

Environmental Considerations

There are no anticipated negative impacts to the environment due to the enactment of this ordinance.

Fiscal Considerations

There are no anticipated changes to City revenues or expenditures due to the enactment of this Ordinance.

Attachments and Links

- Draft Ordinance
- [Montgomery County PHED Committee Report, including the Office of Legislative Oversight \(OLO\) Economic Impact Analysis and Racial Equity and Social Justice Analysis](#) – Economic Impact Statement begins on page 14 of the PDF and Racial Equity and Social Justice Impact Statement begins on page 18 of the PDF.
- [WTOP Story on Montgomery County's Ezechiel's Law](#)
- [Cincinnati Children's Hospital Fall Prevention](#)

² Cincinnati Children's, Window Fall Prevention, 2015, <https://www.cincinnatichildrens.org/health/w/window-falls>, accessed 11/1/2021

1 Introduced by: Councilmember Smith

First Reading: November 10, 2021

2 Second Reading:

3 Effective Date: *January 1, 2022*

4
5 **CITY OF TAKOMA PARK, MARYLAND**
6 **ORDINANCE NO. 2021-49**

7
8 **AMENDING THE TAKOMA PARK CODE, TITLE 6, CHAPTER 6.16,**
9 **LANDLORD-TENANT RELATIONS**

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
15 municipality’s rights, property and privileges, to preserve peace and good order,
16 to secure persons and property from danger and destruction, and to protect the
17 health, comfort, and 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;
26 and
27

28 **WHEREAS,** the Council wishes to amend Chapter 6.16, Landlord-Tenant Relations, of the
29 Takoma Park Code, to provide greater protections to children residing in multi-
30 family dwelling units.

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

34
35 SECTION 1. Title 6, Housing, Chapter 6.16, Landlord-Tenant Relations, of the Takoma Park
36 Code is amended as follows:

37
38 **Chapter 6.16**
39 **LANDLORD-TENANT RELATIONS**

40 Sections:

41 6.16.010 Legislative findings.

42 6.16.020 Applicability.

- 1 6.16.030 Tenant rights of association.
- 2 6.16.040 Obligations of tenants.
- 3 6.16.050 Obligations of landlords.
- 4 6.16.060 Lease requirements.
- 5 6.16.070 Lease term and renewal requirements.
- 6 6.16.080 Rent increases—Frequency and notification requirements.
- 7 6.16.090 Fees—General provision, permitted fees, optional fees, prohibited fees.
- 8 6.16.100 Utilities—Charges to tenant and transfer of utility payments.
- 9 6.16.110 Entry.
- 10 6.16.120 Notice to vacate.
- 11 6.16.130 Security deposits.
- 12 6.16.140 Defective tenancy.
- 13 6.16.150 Retaliatory practices.
- 14 6.16.155 Window Guards
- 15 6.16.160 Department investigation and conciliation.
- 16 6.16.170 Landlord-tenant complaints.

17

18 **6.16.010 Legislative findings.**

19 The Council of the City finds that there is often unequal bargaining power between landlords and
20 tenants, that the common law principles pursuant to which leases are interpreted as grants of right
21 or possession rather than mutual and dependent covenants evolved in an agricultural setting and
22 are ill-suited to the modern residential setting of this urban City, and that in order to facilitate fair
23 and equitable arrangements to foster the development and preservation of housing that will meet
24 the necessary minimum standards of the present day and promote the health, safety and welfare of
25 the people, it is necessary and appropriate that the City define minimum respective rights and
26 duties of landlords and tenants and provide mechanisms for the resolution of disputes between
27 landlords and tenants. (Ord. 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code § 6-400)

28

29 **6.16.020 Applicability.**

30 To the maximum extent permissible by the Constitution and laws of the United States and the
31 Constitution and laws of the State of Maryland, this chapter shall determine and regulate legal
32 rights, remedies and obligations of the parties and beneficiaries of any lease concerning any rental
33 unit within this City, wherever executed. Any lease shall be unenforceable to the extent that it
34 conflicts with any provision of this chapter. Such unenforceability shall not affect other provisions
35 of the lease that can be given effect without such unenforceable provision. (Ord. 2013-25 § 1,
36 2013/Ord. 2003-7 § 1 (part), 2003: prior code § 6-401)

37

38 **6.16.030 Tenant rights of association.**

39 A. Tenants shall have the right to self-organization; to form, join, meet or assist one another
40 within or without tenant organizations; to meet and confer, by themselves and through
41 representatives of their own choosing, with landlords; and to engage in other activities for the
42 purpose of mutual aid and protection; and further, tenants shall have the right to refrain from any
43 and all such activities.

44

1 B. Tenants and tenant associations shall have the right of assembly in meeting rooms and
2 other areas suitable for meetings within a rental facility during reasonable hours and upon
3 reasonable notice to the landlord for the purpose of conducting tenant organization meetings. The
4 landlord may impose reasonable terms and conditions upon the use of such meeting rooms or
5 common areas.

6
7 C. Tenants and tenant associations shall have the right to distribute freely and post in centrally
8 located areas of a rental facility literature concerning landlord-tenant issues; provided, that the
9 literature is properly identified as to its origin.

10
11 D. Tenant associations that have registered with the City in accordance with established
12 administrative regulation shall have standing to file complaints under any provision of this chapter
13 in a representative capacity on behalf of those tenants who have authorized such representation.
14 Nothing herein shall be construed to permit any tenant's organization to represent any tenant or
15 class of tenants unless specifically authorized in writing to do so. (Ord. 2013-25 § 1, 2013/Ord.
16 2003-7 § 1 (part), 2003: prior code § 6-402)

17
18 **6.16.040 Obligations of tenants.**

19 All tenants, members of the tenant's household, housemates, and any person on the premises with
20 a tenant's permission shall:

21
22 A. Comply with all lawful terms and conditions of the lease and all written rules established
23 by the landlord and provided to the tenant;

24
25 B. Keep that part of the rental facility that the tenant occupies and uses as clean, sanitary and
26 safe as conditions permit;

27
28 C. Separate refuse and recyclable materials, place refuse and recyclables in appropriate bins
29 for collection, and dispose of all refuse, recyclables, and organic and flammable waste from the
30 rental unit in a clean and sanitary manner;

31
32 D. Use and operate all gas, electrical and plumbing equipment, appliances and fixtures
33 properly;

34
35 E. Keep all gas, electrical, and plumbing equipment, appliances and fixtures as clean and
36 sanitary as their condition permits;

37
38 F. Not destroy, deface, damage, impair, change or remove any part of the rental unit, rental
39 facility, or its facilities, grounds, equipment or appurtenances;

40
41 G. Pay for damages to the rental unit or facility caused by negligence or willful misconduct;

42
43 H. Obtain written permission from the landlord prior to the installation of any new or
44 replacement locking mechanism to the rental unit or to any other part of the rental facility over

1 which the tenant has exclusive possession. Provide landlord with keys to the new or replacement
2 lock(s) within seven calendar days of its installation;

3
4 I. Permit any lawful entry into the rental unit in accordance with Section 6.16.110; and

5
6 J. Prepare rental unit in accordance with written instructions provided by the landlord for
7 extermination services, scheduled painting, planned or requested repairs and other maintenance.
8 (Ord. 2015-33 § 2 (part), 2015/Ord. 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code
9 § 6-403)

10
11 **6.16.050 Obligations of landlords.**

12 All landlords shall:

13
14 A. Keep all areas of the rental facility, grounds, facilities, equipment and appurtenances in a
15 clean, sanitary and safe condition;

16
17 B. Supply water, hot water and heat as required by the standards prescribed in Chapter 6.12,
18 Property Maintenance Code;

19
20 C. Provide and maintain all gas, electrical, plumbing, and other facilities and conveniences
21 supplied to the rental facility and rental unit in good working order;

22
23 D. Provide and maintain appropriate and sufficient receptacles and conveniences for the
24 removal of rubbish, garbage, and recyclables and arrange for the frequent removal of such
25 materials from the rental facility;

26
27 E. Post a durable notice of current emergency contact information in an accessible place in a
28 common area in each multifamily rental facility. Notice must include the name(s) and telephone
29 numbers (day and evening) of the landlord or agent who should be contacted in an emergency
30 situation. Such notice shall be distributed to all tenants, including tenants in a single-family rental
31 facility, at the commencement of their tenancy and whenever there is a change in the emergency
32 contact information;

33
34 F. Within seven calendar days of the commencement of a new tenancy, distribute to the new
35 tenants a City supplied electoral and civic information packet, offering a packet to each tenant of
36 voting age residing in the rental unit. The Department shall make the packet available on the City's
37 web site for download and printing by landlords. In addition, landlords may obtain copies of the
38 packet at the City of Takoma Park Community Center—Sam Abbott Citizen Center.

39
40 The packet shall include the following:

- 41
42 1. One City voter-registration form and one State voter-registration form and
43 information on online voter registration and how to obtain additional voter registration
44 forms;

1
2 2. Other material designated by the City regarding public services available to
3 residents, existing laws, rules, and regulations, and the City electoral process;

4
5 G. Rekey locks on all doors to the rental unit between tenancies;

6
7 1. No key shall provide access to multiple rental units in the same rental facility except
8 the master key maintained by the landlord;

9
10 2. Master and duplicate keys must be kept in a locked cabinet or safe with restricted
11 access and a log book of all key assignments and temporary loans of any master key and
12 all duplicate keys maintained; and

13
14 3. The cost of rekeying the rental unit or rental facility at the beginning of a tenancy
15 shall be the sole responsibility of the landlord;

16
17 H. Paint all rental units in their entirety at least once every five years. All painted surfaces
18 must be in clean condition and free of any peeling or chipping paint at the beginning of a new
19 tenancy. Repainting is not required between tenancies;

20
21 I. Make and bear the costs of all repairs and arrangements necessary to keep the rental unit
22 in compliance with Chapter 6.12, Property Maintenance Code; and

23
24 J. Provide written documentation of the cost of all repairs made to a rental unit to correct
25 damages caused by the tenant during their tenancy and proof of the completion of such repairs.
26 Documentation may include receipts for required services or materials, time sheets noting labor
27 incurred by landlord and photographs of damages and completed repairs. Documentation shall be
28 provided prior to the assessment of the cost of the repairs. (Ord. 2013-25 § 1, 2013/Ord. 2004-36
29 § 1 (part) 2004/Ord. 2003-7 § 1 (part), 2003: prior code § 6-404)

30
31 K. Install and maintain window guards if required under Section 6.16.155.

32
33 **6.16.060 Lease requirements.**

34 All leases shall:

35
36 A. State the monthly rent charged for the rental unit, the amount of any fees for optional
37 services and amenities that may be charged to the tenant in accordance with the provisions of
38 Section 6.16.090, Fees, and the date the rent is due (“rent due date”);

39
40 B. Require the landlord to provide a written receipt to the tenant for all cash payments and
41 when the tenant requests a receipt for any rent payment or other payment to the landlord. If a tenant
42 requests a written receipt for any payment sent by mail, the tenant shall provide a stamped, self-
43 addressed envelope to the landlord;

1 C. State the frequency of permitted rent increases, rent increase notification requirements and
2 rent stabilization status of the rental unit.

3
4 1. For rental units exempted from the restrictions set forth in Chapter 6.20, Rent
5 Stabilization, under Sections 6.20.020(A)(8) through (10) and 6.20.030, the lease shall
6 state that:

7
8 a. That the tenant's rent may be increased only once within a 12-month period;
9 and

10
11 b. That the landlord shall give the tenant two months' written notice prior to
12 the effective date of a rent increase, which shall coincide with the rent due date in
13 accordance with Section 6.16.080(B), Rent increases—Frequency and notification
14 requirements.

15
16 2. For rental units subject to the restrictions set forth in Chapter 6.20, Rent
17 Stabilization, the lease shall state that:

18
19 a. The tenant has the right to examine the rental facility's annual rent
20 stabilization rent reports maintained by the Department;

21
22 b. The tenant's rent may be increased only once within a 12-month period
23 except as permitted by Section 6.20.080, Rent increases pursuant to a fair return
24 petition;

25
26 c. Rent increases are limited to the annual rent stabilization allowance as set
27 forth in Section 6.20.050(A), Annual Rent Stabilization Allowance, except as
28 permitted by Section 6.20.080, Rent increases pursuant to a fair return petition; and

29
30 d. The landlord shall give the tenant two months' written notice prior to the
31 effective date of a rent increase, which shall coincide with the rent due date, in
32 accordance with Section 6.20.050(C), Notice of Annual Rent Increases;

33
34 D. Prohibit the transfer of financial responsibility for any utility or the assignment of any
35 utility cost to the tenant without written notice to the tenant and a corresponding reduction in the
36 tenant's monthly rent charge in accordance with Section 6.16.100, Utilities—Charges to tenant
37 and transfer of utility payments;

38
39 E. Indicate that the security deposit will be deposited and returned in accordance with the
40 provisions of Section 6.16.130, Security deposits;

41
42 F. Acknowledge the landlord's responsibility to maintain the premises and incorporate by
43 reference the standards of Chapter 6.12, Property Maintenance Code, as a warranty of habitability;

- 1 G. Establish responsibility for maintenance of the grounds for a single-family rental facility;
- 2
- 3 H. Provide for reimbursement to the tenant for damage to the tenant's tangible personal
- 4 property caused by the negligence of the landlord or the landlord's agents;
- 5
- 6 I. Stipulate to written notice of entry requirements set forth in Section 6.16.110, Entry;
- 7
- 8 J. Inform the tenant of the right to the use and/or installation of window air conditioning
- 9 unit(s) under the same terms and conditions afforded prior tenants of the rental unit, except for a
- 10 reasonable increase in fees consistent with established administrative regulations. If a lease does
- 11 not include the information required by this subsection, then the tenant shall have the right to install
- 12 a window air conditioning unit in each sleeping room unless such installation would constitute a
- 13 violation of any other law, and the landlord shall be responsible for the cost of installing any
- 14 electrical upgrades necessary to allow use of such air conditioning units in a manner that is in
- 15 compliance with Chapter 6.12, Property Maintenance Code;
- 16
- 17 K. Entitle the tenant to possession of the leased premises until the lease is terminated by action
- 18 of the parties in accordance with the provisions set forth in Section 6.16.120, Notice to vacate, or
- 19 by operation of law;
- 20
- 21 L. Stipulate to the notice to vacate requirements set forth in Section 6.16.120, Notice to
- 22 vacate;
- 23
- 24 M. Permit the tenant to terminate the lease upon one month's written notice to the landlord
- 25 due to an involuntary change of employment requiring relocation from the Washington, D.C.,
- 26 Standard Metropolitan Statistical Area (as defined by the United States Census Bureau), death or
- 27 involuntary unemployment of a major wage earner, or for any other reasonable cause beyond the
- 28 tenant's control. Notice to terminate the lease must be submitted to the landlord prior to the rent
- 29 due date not less than one month from the date the lease is to be terminated.
- 30
- 31 1. The lease may require the tenant to specify in writing the cause(s) for the
- 32 termination and include appropriate evidence thereof.
- 33
- 34 2. The tenant may be required to pay a reasonable termination charge not to exceed
- 35 the lesser of one month's rent or the actual monetary damages sustained by the landlord as
- 36 a result of the termination in addition to rent due and owing through the termination date
- 37 and during the notice period; and
- 38
- 39 N. Require the tenant to separate refuse and recyclable materials and place refuse and
- 40 recyclables in appropriate bins for collection. (Ord. 2015-33 § 2 (part), 2015/Ord. 2013-25 § 1,
- 41 2013/Ord. 2004-36 § 1 (part), 2004/Ord. 2003-7 § 1 (part), 2003: prior code § 6-405)
- 42
- 43
- 44

1 **6.16.070 Lease term and renewal requirements.**

2 A. Initial Leases. All leases shall be offered for an initial one-year term unless reasonable
3 cause exists for entering into a lease term of less than one year.
4

5 1. If an initial lease is for a term of other than one year, the lease or an addendum to
6 the lease shall clearly state that an offer of a one-year lease was made to the prospective
7 tenant and the tenant requested a different term or the landlord's reasonable cause for
8 offering a lease term of other than one year. This lease provision shall be separately
9 initialed or signed by the landlord and the tenant.
10

11 2. The initial lease shall be signed by both the landlord and the tenant and a copy of
12 the executed lease shall be provided to all parties within 14 calendar days of the effective
13 date of the lease.
14

15 B. Lease Renewals.

16
17 1. The landlord shall provide a written notice to the tenant offering an opportunity to
18 renew the initial one-year lease for an additional term of one year. Notice shall be given at
19 least two months prior to the end of the initial lease term unless:
20

21 a. The tenant has given the landlord a written notice of intent to vacate the
22 rental unit;
23

24 b. The landlord has given the tenant a one-month written notice to vacate the
25 rental unit in accordance with the provisions of Section 6.16.120(A)(1), Notice to
26 Vacate for Cause;
27

28 c. The landlord has given the tenant a two-month written notice to vacate the
29 rental unit in accordance with the provisions of Section 6.16.120(A)(2), No Fault
30 Notice to Vacate; or
31

32 d. The landlord has provided the tenant with written notice at least two months
33 prior to the expiration of the initial lease detailing the landlord's reasonable cause
34 for offering a lease term of less than one year.
35

36 "Reasonable cause" shall include those situations in which:
37

38 i. It would create a hardship for a landlord to enter into or renew a one-
39 year lease;
40

41 ii. The landlord is selling the rental facility and settlement on the sale
42 is to occur within a one-year period;
43

1 iii. The landlord intends to occupy the rental unit or make it available
2 for use by a family member. Any landlord utilizing this provision shall
3 discontinue or modify the rental facility’s rental license and not lease the
4 rental unit during the 12-month period beginning on the date of recovery of
5 possession; or
6

7 iv. The landlord is making alterations or renovations or is conducting
8 substantial rehabilitation to a rental unit or rental facility that cannot safely
9 or reasonably be accomplished while the rental unit or rental facility is
10 occupied. Any displaced tenant shall have a right to lease the rental unit
11 upon completion of such work.
12

13 2. If a landlord fails to offer the tenant a one-year renewal of the initial lease without
14 stating in writing reasonable cause for offering a term of less than one year, the tenant may
15 extend the term of the initial lease for an additional one year from the end of the initial term
16 by providing written notice to the landlord informing them of their intent to exercise their
17 right to do so. Such notification must be provided to the landlord within two months of the
18 expiration of the initial lease term. (Ord. 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003:
19 prior code § 6-406)
20

21 **6.16.080 Rent increases—Frequency and notification requirements.**

22 A. The rent for an occupied rental unit may be increased only once within a 12-month period
23 except as permitted by Section 6.20.080, Rent increases pursuant to a fair return petition.
24

25 B. A landlord shall not increase or attempt to increase the rent for any occupied rental unit
26 without having first given the tenant two months’ written notice prior to the effective date of a rent
27 increase. Notice of a rent increase shall be in the form and manner prescribed by administrative
28 regulation. (Ord. 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code § 6-407)
29

30 **6.16.090 Fees—General provision, permitted fees, optional fees, prohibited fees.**

31 A. General Provisions—Restrictions and Disclosure Requirements.
32

33 1. The provisions of this section apply to all fees assessed to a tenant.
34

35 2. Lawful fees shall not be considered a part of the monthly rental charge for the rental
36 unit.
37

38 3. Fees shall not be charged for services and amenities previously included in the rent
39 for the rental unit or provided to current or prior tenants at no cost.
40

41 4. Fees shall not be charged for improvements to the rental unit or rental facility or
42 for additional operating expenses incurred by the landlord.
43

44 5. Extermination Fees.

1
2 a. Multifamily Facilities. Fees for routine and emergency extermination
3 services are prohibited at all units in multifamily buildings.
4

5 b. Single-Family Facilities. Landlords may only charge tenants of single-
6 family rental facilities for extermination services for infestations caused by the
7 tenant. The charge must not exceed the actual cost of the extermination services
8 incurred by the landlord.
9

10 6. Fees may be assessed to the tenant for optional services and amenities such as
11 furnishings, garage parking, off-street parking, Internet access, storage, and pets. Tenants
12 shall have the right to refuse optional services and amenities.
13

14 a. Prior to the provision of any optional service or amenity by the landlord and
15 the assessment of any fee to the tenant, the tenant must provide written confirmation
16 that they understand that they have the right to decline the optional service or
17 amenity and that they voluntarily accept the optional service or amenity.
18

19 b. Fees for optional services and amenities shall not be assessed to tenants who
20 have refused said services and amenities or provided the landlord with written
21 notice of their intent to discontinue such service or amenity.
22

23 c. Tenants may terminate access to accepted services or amenities by giving a
24 one-month written notice to the landlord.
25

26 d. Landlords may terminate a tenant's access to optional services or amenities
27 by giving a one-month written notice to the tenant prior to the termination date.
28

29 7. Fees shall be assessed on a uniform basis throughout a rental facility and shall not
30 exceed maximum fees established by administrative regulations.
31

32 8. Fees shall be disclosed by the landlord prior to the commencement of the tenant's
33 tenancy. Landlords may increase fees by giving two months' written notice to the tenant
34 prior to the expiration of the tenant's lease term, or, for month-to-month tenants, by giving
35 two months' written notice.
36

37 B. Permitted Fees.
38

39 1. No fees may be charged unless authorized by this section or administrative
40 regulation.
41

42 2. Leasing Fees. Leasing fees shall include, but not be limited to: application fees, key
43 fees, document preparation fees, brokerage fees, and credit check fees.
44

1 3. Late Fees. Late fees shall not be charged if the rent is received within 10 calendar
2 days of the rent due date. A late fee shall not exceed 5% of the amount of rent due for the
3 rental period.
4

5 4. Short-Term Lease Fees. A short-term lease fee may be assessed to a tenant who has
6 requested an initial lease of less than 12 months in accordance with the provisions set forth
7 in Section 6.16.070(A), Initial Leases.
8

9 a. A short-term lease fee shall not be assessed to a tenant when the landlord
10 has offered the tenant an initial lease term of less than 12 months.
11

12 b. Short-term lease fees shall not be assessed beyond the initial term of the
13 lease.
14

15 c. Landlords shall not charge a fee for month-to-month tenancies. (Ord. 2016-
16 5 § 1, 2016/Ord. 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code §§ 6-
17 408, 6-409)
18
19

20 **6.16.100 Utilities—Charges to tenant and transfer of utility payments.**

21 A. Charges to Tenants for Basic Utilities and Services. The cost of basic electricity, gas and
22 water utilities and trash collection services for a rental facility that is not separately metered or
23 sub-metered or billed by the utility or service provider may not be assessed to a tenant except as
24 provided herein.
25

26 1. The cost of a basic utility or service may be assessed to a tenant if the utility or
27 service were assessed to prior tenants and charged in addition to the monthly rent for the
28 rental unit.
29

30 2. The cost assessed to a tenant shall be for the actual cost of the utility or service. At
31 the request of the tenant, the landlord shall provide the tenant with copies of the applicable
32 bills, invoices or other documentation from the utility or service provider and an
33 explanation of how the fee to the tenant was computed.
34

35 B. Transfer of Utility Payments to Tenant.
36

37 1. Definitions. “Utility transfer” means the reallocation of financial responsibility for
38 the payment of utility costs from a landlord to the current tenants and, for units subject to
39 rent stabilization, future tenants of a rental facility for which the landlord previously was
40 responsible for the payment of utilities.
41

42 2. Utility transfers are prohibited except as permitted by this section.
43

1 3. Utility transfers are permitted only for rental facilities in which all of the rental units
2 are separately metered or sub-metered to measure the actual utility consumption in each
3 unit.

4
5 4. Landlords must reduce the rent for a rental unit to offset the cost of utilities
6 allocated to the current tenants and, for units subject to rent stabilization, future tenants, as
7 a result of a utility transfer for:

8
9 a. All rental units subject to rent stabilization, regardless of whether they are
10 occupied at the time of the utility transfer; and

11
12 b. All rental units that are occupied at the time of the utility transfer.

13
14 5. Rent Reductions to Offset the Cost of Utilities.

15
16 a. If prior to the utility transfer, the rental units in the rental facility were
17 individually metered, the monthly rent reduction in rent for each unit shall be
18 calculated by multiplying the actual average monthly utility consumption of the
19 unit for the previous 24 months by the actual utility rate at the time of conversion.

20
21 b. If, prior to the transfer, the rental units in the rental facility were not
22 individually metered, the reduction in monthly rent per unit shall equal the average
23 utility consumption of the rental facility for the previous 24 months, less common
24 area utility expenses, divided by the number of rental units.

25
26 c. If a landlord determines that the allocation of rent reductions between rental
27 units in accordance with subsection (B)(5)(b) of this section would be
28 unreasonable, the rent reductions may be allocated based upon the size of each unit,
29 the number of bedrooms in each unit, and other relevant characteristics of the unit;
30 provided, however, that the total rent reduction must equal the total rent reduction
31 required under subsection (B)(5)(b) of this section.

32
33 d. The landlord must submit the proposed rent reduction allocation, a written
34 explanation of the proposed allocation, and supporting documentation to the
35 Department, and the Department must approve the proposed rent reduction and
36 allocation prior to the utility transfer.

37
38 6. Notice Requirements.

39
40 a. Written notice of the landlord's intent to transfer responsibility for utility
41 payments to an existing tenant shall be provided to the tenant at least three months
42 prior to the effective date of the transfer. Written notice may be delivered to the
43 tenant by any reasonable means, including mailing by U.S. Postal Service, email,
44 or personal delivery. The landlord shall certify in writing to the City, the date and

1 to whom the notice was mailed or delivered, and the names and apartment numbers
2 of each tenant who was given the notice.

3
4 b. The notice of the utility transfer must notify the tenant of the corresponding
5 rent reduction for their unit.

6
7 c. Leases negotiated during the three-month notice period in subsection
8 (B)(6)(a) of this section shall include a written disclosure of the landlord's intent to
9 transfer responsibility for utility payments to the tenant during the term of the lease,
10 the earliest possible effective date of the transfer, and the rent reduction to which
11 the tenant will be entitled to offset the cost of utilities. Failure to make this
12 disclosure shall be grounds for termination of the lease by the tenant without further
13 liability for rent or utilities after providing written notice to the landlord and
14 vacating the property.

15
16 d. At least 14 calendar days prior to the effective date of the transfer, the
17 landlord shall notify the tenant of the effective date of the transfer and provide the
18 tenant with necessary information to establish an individual utility account.

19
20 7. The date of transfer of financial responsibility for utilities shall be at the beginning
21 of a rent payment period, unless otherwise agreed upon by the landlord and the tenant.

22
23 8. This section shall not be construed to provide a remedy for temporary interruption
24 of service or equipment otherwise maintained by the landlord.

25
26 9. The rent reduction resulting from a utility transfer shall be permanent and shall
27 apply to subsequent tenants and shall reduce the banked rent for rent-stabilized units. (Ord.
28 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code §§ 6-410, 6-412. Formerly
29 6.16.110, 6.16.130)

30
31 **6.16.110 Entry.**

32 A. Types of Entry.

33
34 1. Emergency Entry. In the case of an emergency, the landlord or other person
35 authorized by the landlord has a right to enter the rental unit without giving prior notice of
36 intent to enter. The landlord shall make a reasonable effort to contact the tenant regarding
37 the emergency and of the intent to enter the rental unit to address the emergency.

38
39 2. Routine Entry. In cases other than emergencies, the landlord shall only enter the
40 rental unit to inspect the premises, to perform routine maintenance, to make necessary or
41 agreed upon repairs, decorations, alterations or improvements, supply necessary or agreed
42 upon services, or to show the rental unit to prospective or actual purchasers, tenants,
43 mortgagees, real estate agents, workers or contractors.

1 3. Entry for Property Maintenance Code Inspections. The City shall have the right to
2 conduct property maintenance inspections in accordance with Chapter 6.12, Property
3 Maintenance Code.

4
5 B. Routine Entry and Entry for Property Maintenance Code Inspections.

6
7 1. Forty-Eight-Hour Written Notice Required.

8
9 a. Except as provided in subsections (B)(2) and (A)(1) of this section, the
10 landlord must provide the tenant with written notification of the intent of the
11 landlord or authorized person to enter the rental unit at least 48 hours prior to
12 planned entry.

13
14 b. The notice shall contain the date, approximate time frame, and purpose of
15 the intended entry, and the telephone number, address, and email address, if
16 available, of the landlord or managing agent.

17
18 c. The affirmative consent of the tenant is not required when the landlord has
19 provided written notice at least 48 hours prior to planned entry, but the landlord
20 shall not enter the rental unit if the tenant contacts the landlord and objects to the
21 entry. The tenant shall not unreasonably withhold consent to entry.

22
23 2. Entry with Less Than 48 Hours' Notice Permitted with the Written Consent of the
24 Tenant.

25
26 a. The landlord or authorized person may enter the rental unit at any time after
27 providing the tenant with written notice containing the information required in
28 subsection (B)(1)(b) of this section, and obtaining the written consent of the tenant.

29
30 b. When the landlord has provided the tenant with written notice of intent to
31 enter the rental unit less than 48 hours prior to planned entry, the tenant's refusal to
32 consent to entry shall be reasonable as a matter of law.

33
34 c. Written notice of the landlord's intent to enter a rental unit and the tenant's
35 consent or objection to such entry may be delivered to the other party by any
36 reasonable means, including mailing by U.S. Postal Service, personal delivery or
37 email. The landlord or tenant shall, upon request by the City, certify in writing to
38 the City the date the notice of entry was mailed, delivered or emailed and to whom.

39
40 C. Report of Entry. If the tenant is not present at the time of entry into the rental unit, the
41 landlord shall leave a written report in plain view in the rental unit. Such report shall contain the
42 following information:

43
44 1. The names of all individuals who entered the premises;

2. The date and time of such entry;
- 3.
4. The reason for entry and work performed, if any;
- 5.
6. The time of departure; and
- 7.
8. The address and telephone number of the landlord.

9
10 D. Lock Boxes. No lock box is permitted that provides access to any individual rental unit.
11 (Ord. 2013-25 § 1, 2013/Ord. 2010-16 § 1 (part), 2010/Ord. 2003-7 § 1 (part), 2003: prior code
12 § 6-413. Formerly 6.16.140)

13
14 **6.16.120 Notice to vacate.**

15 A. Landlord Rights and Responsibilities. Under the circumstances specified below, the
16 landlord has the right to give a tenant a written notice to vacate. The date the notice is received
17 shall be considered part of the required time period for the notice. The tenant shall vacate the
18 premises no later than the date specified in the notice to vacate.

19
20 1. Notice to Vacate for Cause.

21
22 a. A landlord wishing to terminate a tenancy and repossess a rental unit
23 because the tenant materially breaches the lease shall give the tenant prior to the
24 rent due date one month's written notice to vacate. The written notice to vacate
25 must clearly specify the material breach for which the tenancy is being terminated.

26
27 b. Whenever the tenant fails to pay the rent when due and payable, it shall be
28 lawful for the landlord to repossess the rental unit, in accordance with the applicable
29 provisions and procedures of Maryland law, and the one month's written notice
30 required hereunder does not apply.

31
32 2. No Fault Notice to Vacate.

33
34 a. A landlord wishing to terminate a tenancy and to repossess a rental unit in
35 the case of a month-to-month tenancy shall give the tenant, prior to the rent due
36 date, two months' written notice to vacate. A landlord's statement of a reason for
37 terminating the tenancy in a two months' written notice to vacate issued pursuant
38 to this subsection shall not render the notice a notice to vacate for cause, and the
39 landlord shall not be required to prove the reason in an action for possession of the
40 unit.

41
42 b. A landlord wishing to terminate a tenancy and repossess a rental unit in the
43 case of a year-to-year tenancy or any tenancy for a fixed term shall give the tenant,
44 prior to the rent due date, two months' written notice before the expiration of the

1 term or the current year of the tenancy. The notice must specify that the tenancy
2 will terminate at the end of the lease term or current year.

3
4 B. Tenant Rights and Responsibilities. Under the circumstances specified below, a tenant has
5 the right to give a landlord a one-month written notice that the tenant intends to vacate the rental
6 unit. The date of receipt shall be considered part of the required notice period. The tenant shall
7 vacate the premises no later than the date specified in the notice of intent to vacate.

8
9 1. Notice to Vacate at End of Term of Tenancy. A tenant wishing to vacate a rental
10 unit at the end of the lease term shall give a landlord prior to the last month's rent due date,
11 a written notice of intent to vacate. Any lease provision that requires more than a one-
12 month notice is invalid.

13
14 2. Notice to Vacate for Reasonable Cause Beyond the Tenant's Control. A tenant
15 wishing to vacate pursuant to Section 6.16.060(M), Lease requirements, shall give the
16 landlord prior to the last month's rent due date a one-month written notice of intent to
17 vacate. (Ord. 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code § 6-414. Formerly
18 6.16.150)

19
20 **6.16.130 Security deposits.**

21 The security deposit provisions of Sections 8-203 and 8-203.1 of the Real Property Article of the
22 Annotated Code of Maryland, as amended from time to time, are adopted and incorporated herein
23 by reference. (Ord. 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code § 6-411. Formerly
24 6.16.120)

25
26 **6.16.140 Defective tenancy.**

27 A. No landlord or tenant shall create or maintain a defective tenancy.

28
29 B. Tenant Complaints. If any affected tenant has reason to believe that a defective tenancy
30 exists or has existed in his or her rental unit or in the common areas of the rental facility in which
31 the rental unit is located, after he or she has given the landlord written notice of the defect and the
32 landlord has not rectified the defect or made good-faith efforts to do so within seven calendar days
33 after the notice was given, the affected tenant may file a Commission complaint. If the tenant can
34 prove by competent testimony or other evidence that the landlord had actual notice of the defect,
35 it shall not be necessary for the tenant to provide a written notice to the landlord.

36
37 C. Landlord Complaints. If any landlord has reason to believe that a defective tenancy has
38 been created or permitted to exist by a tenant, has given the tenant written notice complaining of
39 the defect in the tenant's unit or in the common area(s) of the rental facility in which the rental
40 unit is located and the tenant has not rectified the defect or made good-faith efforts to do so within
41 seven calendar days after the notice was given, the landlord may file a Commission complaint.
42 (Ord. 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code § 6-416. Formerly 6.16.170)

1 **6.16.150 Retaliatory practices.**

2 A. The provisions of Section 8-208.1, Retaliatory Eviction, of the Real Property Article of the
3 Annotated Code of Maryland, as amended, are hereby incorporated by reference.

4
5 B. The provisions of Section 29-32, Prohibited retaliatory practices, of the Montgomery
6 County Code, are hereby incorporated by reference.

7
8 C. When the provisions of Section 8-208.1 of the Real Property Article of the Annotated
9 Code of Maryland and Section 29-32 of the Montgomery County Code conflict, the provision that
10 provides more protection to a tenant shall supersede the provision that provides less protection to
11 a tenant. (Ord. 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code § 6-417. Formerly
12 6.16.180)

13
14 **6.16.155 Window guards**

15 **A. Applicability**

16
17 1. This section applies to any multifamily dwelling unit.

18
19 2. This section does not apply to:

20
21 a. A ground-floor or basement window;

22
23 b. A window containing an air-conditioning unit, if the unit is bolted to the
24 window opening and not surrounded by an open space exceeding 4 inches;

25
26 c. A window that is not designed to open; or

27
28 d. The extent that a window guard would cause a violation of a fire safety
29 requirement or an egress requirement under Chapter 6.12 of the Takoma Park Code,
30 or Chapter 22 or Chapter 26 of the Montgomery County Code.

31
32 **B. Window Guards Required**

33
34 1. For purposes of this section, a window guard means a physical barrier or limiting
35 device attached to a window to prevent occupants from falling out of the window.

36
37 2. The landlord of a multifamily dwelling must install and maintain a window guard
38 in each window of a habitable room if:

39
40 a. A child of age 10 or younger occupies the dwelling unit; or
41

1 b. A tenant of the dwelling unit requests in writing the installation of window
2 guards.

3
4 3. A window guard installed under subsection (B)(2) must meet minimum safety
5 standards prescribed by the Department.

6
7 4. The City Manager may adopt regulations to implement the requirements of this
8 section. The regulations may include procedures for the Department to approve a
9 landlord’s request for a variance, to use a safe alternative to a window guard in a particular
10 window, if the installation of a window guard meeting the requirements of subsection
11 (B)(3) is infeasible in the window.

12
13 5. The Department shall conduct outreach and educate landlords and tenants of
14 multifamily dwelling units about the requirements of this section, including through:

15
16 a. The Department’s website; and

17
18 b. Sample notification and lease language.

19
20 C. Responsibility of tenants and other persons. A person must not:

21
22 1. Obstruct or interfere with the installation of a window guard required under this
23 section; or

24
25 2. Remove or disable a window guard required under this section.

26
27 D. Notification to tenants; lease requirements.

28
29 1. Notice required. The landlord of a multifamily dwelling unit must, at the time of a
30 lease signing, a lease renewal, or a notification of a rent increase, notify the tenant of the
31 unit about the requirements under this section.

32
33 2. The notification requirements at the time of a rent increase or a lease renewal. At
34 the time of a notification of a rent increase or of a lease renewal, the notification under
35 subsection (D)(1) must:

36
37 a. Be in writing and must;

38
39 b. Be provided to the tenant in the form and manner prescribed by the Director;
40 and

1 c. Include, at a minimum, a checklist, to be signed and dated by the tenant,
2 that indicates:

3
4 i. Whether a child of age 10 or younger occupies or will occupy the
5 dwelling unit;

6
7 ii. If no child of age 10 or younger occupies or will occupy the dwelling
8 unit, whether the tenant requests a window guard; and

9
10 iii. Whether an existing window guard requires repair or maintenance.

11
12 iv. Regardless of whether a tenant signed the notification required
13 under this subsection, indicating that the window guard was in working
14 order at the time of said notification, the notification shall be inadmissible
15 in any judicial or quasi-judicial administrative proceedings as evidence of
16 the operability or condition of the window guard.

17
18 3. Follow up notifications. If a landlord does not receive a signed notification from
19 the tenant within 30 days after providing the notification to the tenant under subsection
20 (D)(2) and does not otherwise have actual knowledge of the need or desire for window
21 guards, then the landlord must provide a second notification to the tenant under subsection
22 (D)(2).

23
24 4. Leasing requirements. The landlord:

25
26 a. Must include in the lease, or an addendum to the lease, the requirements of
27 this section; and

28
29 b. Must not charge the tenant for the installation or maintenance of a window
30 guard under this section.

31
32 5. The lease or addendum under subsection (D)(4) must include a statement, signed
33 and dated by the tenant, that indicates:

34
35 a. Whether a child of age 10 or younger occupies or will occupy the dwelling;
36 and

37
38 b. If no child of age 10 or younger occupies or will occupy the dwelling unit,
39 whether the tenant requests a window guard.

40
41 E. Penalties. A violation of this section constitutes a Class A municipal infraction violation.

1
2 F. This section is intended to be applied in addition to any other existing State or County laws
3 concerning the same subject matter, which may be applicable, and is to be interpreted so as to
4 provide the maximum protection to the individuals protected by its provisions.
5

6 **6.16.160 Department investigation and conciliation.**

7 The Department is authorized to investigate and conciliate any alleged or apparent violation of this
8 chapter or any complaints filed under this chapter. The Department shall, whenever possible, offer
9 to facilitate with resolution of landlord tenant disputes. In connection with this authority, all
10 landlords and tenants shall be required to make available to the Department for inspection, at
11 reasonable times, all rental facilities and records necessary for enforcement of this chapter. (Ord.
12 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code § 6-418. Formerly 6.16.190)
13

14 **6.16.170 Landlord-tenant complaints.**

15 A complaint alleging a violation of this chapter may be filed with the Commission on Landlord
16 Tenant Affairs in accordance with Section 6.24.060, Time limits and standing to file Commission
17 complaints, as amended. (Ord. 2013-25 § 1, 2013/Ord. 2003-7 § 1 (part), 2003: prior code § 6-
18 419. Formerly 6.16.200)
19

20
21 THIS ORDINANCE IS ADOPTED BY THE COUNCIL OF THE CITY OF TAKOMA PARK,
22 MARYLAND, THIS ___ DAY OF ____, 2021, AND SHALL BE EFFECTIVE BEGINNING
23 JANUARY 1, 2022, BY ROLL-CALL VOTE AS FOLLOWS:
24

25 AYE:

26 NAY:

27 ABSENT:

28 ABSTAIN:
29

30 **Explanatory Note:**

- 31 1. Underlining indicates language being added to the Code.
32 2. ~~Strikethrough~~ indicates language being deleted from the Code.