

## ORDINANCE NO. 2689

ORDINANCE ESTABLISHING TENANT RIGHTS OF  
ACCESS TO CABLE COMMUNICATIONS SYSTEMS  
AND A CABLE COMPENSATION COMMISSION

WHEREAS, cable television and other cable communications systems provide an important medium for the transmission of data and information, including local programming by and for residents of the City of Takoma Park, as well as entertainment programming; and that cable communications systems will be an increasingly important source of public education, consumer and economic information for the entire community; and

WHEREAS, cable communications systems can provide community access and local origination channels, educational and community programming and interactive capabilities not available through other communications systems, thus making a unique contribution to the public welfare in Takoma Park; and

WHEREAS, there is a need to promote the rapid development of a cable communications system which is responsive to the community and to the public interest; and

WHEREAS, it is in the best interests of the citizens of Takoma Park and essential to their well-being to ensure that tenants have the right of access to cable communications systems on the same terms as other City residents.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF TAKOMA PARK, MARYLAND that:

## ARTICLE 1

## General Provisions

## Section 1. Definition.

For the purpose of this Ordinance, the following words and phrases shall have the following meanings:

(a) "Cable Communications system" or "systems," sometimes referred to as "cable television system," "cable T.V.," or "broadband communications network" means all of the component physical, operational and programming elements of a system of antennae, coaxial cables, amplifiers, towers, microwave links, lines, wires, fibre optic cables, waveguides, laser beams, satellites or any other conductors, convertors, equipment or facilities, designed, constructed,



and operated with the purpose of producing, transmitting, receiving, amplifying, storing, processing or distributing audio, video, digital, or other forms of electronic or electrical signals, programs and services in which the signals are distributed by wire or cable to subscribing members of the public, including the structures, buildings and facilities in which or on which said components are located or which otherwise support the system. The term "cable communications system" shall include studios and the administrative offices for the entity operating the cable communications system. Such definition shall not include any similar facility the cables of which do not touch public rights-of-way and that serves only the occupants of a single parcel of land under common ownership or management. The foregoing definition shall in any event be the same as the one contained in Chapter 8A, Sec. 8A-3(b) of the Cable Communications Law, Montgomery County Code, or any subsequent amendments thereof, as adopted by Ordinance No. 2650 or any subsequent amendments thereof.

(b) "Cable operator" or "franchisee" means the entity operating a cable communication system under a franchise. The foregoing definition shall in any event be the same as the one contained in Chapter 8A, Sec. 8A-3(j) of the Cable Communications Law, Montgomery County Code, or any subsequent amendments thereof, as adopted by Ordinance No. 2650 or any subsequent amendments thereof.

(c) "Landlord" shall mean the owner, the owner's agent, lessor or sublessor of the rental unit or the property of which it is a part and, in addition, means any person authorized to exercise any aspect of the management of the premises except those persons engaged solely in custodial and maintenance functions. The foregoing definition shall in any event be the same as the one contained in Ordinance No. 2587 or any subsequent amendments thereof.

(d) "Rental unit" shall mean any building, structure or facility or portion thereof which is designated, intended or arranged for rental use or occupancy as a residence by one or more persons.

(e) "Tenant" shall mean any person who occupies a dwelling unit for living or dwelling purposes with the landlord's consent. The foregoing definition shall in any event be the same as the one contained in Ordinance No. 2587 or any subsequent amendments thereof.

(f) "Bulk billing system," sometimes referred to as a "bulk rate master billing system," shall mean a billing system, where offered by the cable operator, whereby the landlord agrees to be responsible for the payment to the cable operator of the total charges for cable service for all rental units in the landlord's building.



Section 2. Applicability.

This Ordinance applies to all rental units located within the corporate limits of the City of Takoma Park, Maryland.

Section 3. Severability.

In the event that it is judicially determined that any word, phrase, clause, sentence, paragraph, section, or part of this Ordinance, or the application thereof to any person or circumstance, is invalid, the remaining provisions and the application of such provisions to other persons or circumstances shall not be affected thereby, it being hereby declared that the remaining provisions of the Ordinance would have been adopted and approved without the word, phrase, clause, sentence, paragraph, section, or part, or the application thereof, held invalid.

ARTICLE 2

Tenants' Right of Access to Cable Communications Systems - Rights and Duties of Landlords

Section 1. Tenants shall have a right of access to any cable communications systems available to other residents of the City of Takoma Park. Such right of access by tenants shall not be denied, withheld or restricted by any landlord. No landlord shall impose any condition or restriction upon the installation, inspection or maintenance of a cable operator's system or equipment; provided that the cable operator complies with the requirements of this Ordinance and any other applicable requirements of state, federal or county law.

Section 2. A landlord may withhold or restrict tenant access to cable communications systems only where installation of the cable operator's equipment would impair or interfere with the safety or structural or physical integrity of the landlord's building.

Section 3. A property owner shall have the right, upon request, to review and approve the design for the installation of the cable operator's equipment prior to installation to ensure that the installation conforms to any conditions which are reasonable or necessary to protect the safety, structural or physical integrity or appearance of the premises. Such approval shall not be unreasonably withheld.

Section 4. No landlord shall evict, coerce, discriminate or retaliate, in rental or other charges, in the provision of services, or in any other manner, in any way against any



tenant who chooses not to receive cable communications services.

### ARTICLE 3

#### Rights and Duties of Cable Operators

Section 1. No equipment owned by the cable operator shall be installed by the cable operator for or with respect to any rental unit without first securing the written permission of the owner of the property in question. Such permission shall not be withheld, provided that the cable operator complies with the other requirements of this Article.

Section 2. Upon request by the property owner or landlord, the cable operator shall agree to indemnify and hold harmless the property owner or landlord for any damages arising out of the installation, operation, maintenance or removal of its equipment.

Section 3. The cable operator shall install its equipment upon the landlord's property at no cost or charge to the landlord.

Section 4. The cable operator shall compensate the property owner for the occupation of its equipment upon the property in question. In the event that the cable operator and the property owner are unable to agree upon what constitutes reasonable compensation, this determination shall be made by the Cable Compensation Commission established under Article 4 of this Ordinance, upon application by the cable operator or the property owner.

### ARTICLE 4

#### Compensation

Section 1. The Mayor and Council shall appoint a Cable Compensation Commission, whose function shall be to hold hearings and make determinations of reasonable compensation to a property owner for the occupation of a cable operator's equipment upon the owner's property, as more fully set forth in this Ordinance. The Cable Compensation Commission shall be composed of three members, one of whom shall be a professional real estate appraiser or agent with expertise in valuation of multi-family rental property, one of whom shall be a person with architectural expertise, and one of whom shall be a citizen with knowledge of cable communications systems; provided, however, that no member of the Commission shall have any financial interest in any franchisee or any multi-family rental property in the City of Takoma Park.



Persons under consideration for appointment to the Commission shall disclose any financial or managerial interest they may have in any property in Takoma Park or any cable communications system or cable operator and shall provide such additional information as the Mayor and Council may request.

Section 2. In a case where the property owner and the cable operator are unable to agree upon the amount of reasonable compensation payable by the cable operator for the entry or occupation of its equipment upon the property owner's premises, the Cable Compensation Commission shall assess the compensation as follows:

(a) The Commission shall assess a one-time charge of one dollar for each rental unit on the owner's premises for the permanent physical occupation of the premises by the cable operator's equipment.

(b) The Commission may assess compensation for professional review of a cable operator's plan or design for the installation of cable communications equipment on the owner's premises if there are more than ten rental units on those premises, in an amount not to exceed \$200.00.

(c) Upon a showing that the fair market value of the owner's property has increased or decreased as a direct result of the occupation of the property by the cable operator's equipment, the Commission may adjust the compensation assessed under subsections (a) or (b) downward or upward accordingly. In determining what constitutes reasonable compensation in a particular case, the Cable Compensation Commission shall take into account at least the following factors:

(i) the location, nature, size and amount of space which the cable operator's equipment would occupy under the cable operator's design or plan of installation;

(ii) the nature and extent of any change in the appearance of the building which would result from the installation of the cable operator's equipment in accordance with its design or plan of installation;

(iii) any projected increase in the value of the property or its attractiveness to current or prospective tenants as a result of installation of the cable operator's equipment and the consequent availability of a cable communications system; and

(iv) any alternative use which the property owner would have for the space which would be occupied by the cable operator's equipment, and any projected change in the value of the property or the owner's rate of return thereon which would result from such alternative use;



(v) the cost of any changes or modifications made by the cable operator at the property owner's request pursuant to Article 2, section 3 of this Ordinance.

(d) If at any time after installation of a cable communications system a property owner constructs or places additional dwelling units on the owner's premises, and the cable operator and the owner cannot agree on the amount of reasonable compensation payable for the physical occupation of those additional premises by the cable operator's equipment, the Commission shall assess a one-time charge of one dollar for each additional rental unit.

(e) The Commission shall have the authority to establish such additional rules, regulations and guidelines for the assessment of compensation as it may deem appropriate, after notice and a hearing.

Section 3. At the request of any affected cable operator or property owner, the Cable Compensation Commission shall conduct a fact-finding hearing to determine what constitutes reasonable compensation in a particular case, after giving reasonable notice of such hearing to all interested parties in accordance with such rules and regulations as it may establish. At the hearing, any interested parties, including tenants, may present testimony and evidence which shall be given under oath or by affirmation. The parties may also cross-examine any witness presenting testimony at a public hearing. A verbatim record of the hearing shall be made. The record shall be open to inspection by any person and, upon request by any party to the proceeding, the Cable Compensation Commission shall furnish such party a copy of the hearing record at such charges as are necessary to meet costs. The decision of the Commission shall become final unless an appeal is taken under this section within thirty days:

Section 4. Within thirty days of the decision of the Cable Compensation Commission, any party to the proceedings before the Commission may petition the Circuit Court of the County where the property is located for review of the Commission's decision. Such proceedings shall be in accordance with the provisions of the Constitution and laws of the state of Maryland governing eminent domain; and a property owner shall be entitled to a trial by jury on the question of compensation where and as required by Maryland law.

## ARTICLE 5

### Rights and Duties of Tenants

Section 1. Every tenant shall have the right to purchase any



combination of cable communications service options available to single family dwellings in the City of Takoma Park. Any tenant may decide not to purchase any cable communications service at all. A tenant who declines to receive any cable communications service shall not be required to pay or give anyone anything of value for such services.

Section 2. No tenant shall be required to pay or give anything of value to a landlord or cable operator in order to receive cable communications services, except for the standard rates, including installation charges and fees, charged for provision of the same service to single family dwellings in the City of Takoma Park.

Section 3. No tenant shall deny reasonable access to a rental unit for the purpose of installation of cable communications equipment or making the premises cable-ready.

## ARTICLE 6

### Charges and Billing

Section 1. A landlord may, at the landlord's option, choose to institute a system of bulk-billing for cable communications services if offered by the cable operator; provided, however, that the landlord shall:

(a) itemize the cost of cable communications service separately in any bill, statement, receipt or other similar writing provided to the tenant, in such a manner that the cost of cable communications service is clearly identifiable.

(b) allocate the cost of any cable communications service only among those tenants receiving the service. In the event that a landlord seeks a rent increase in excess of that automatically permitted by law, the landlord shall not assert any overhead or other costs associated with bulk billing for cable communications services as the basis for such increase.

(c) deliver the following notice to each tenant receiving cable communications service on or before the commencement of the service for that tenant and thereafter no less often than annually.

"Under Takoma Park law, you cannot be charged any more for cable service than someone receiving the same service in a single-family home in Takoma Park.

"You have the choice of taking any cable service option or combination of cable service



options, or no cable service at all.

"You cannot be required to pay for any cable service you do not choose to take.

"Your landlord must itemize the cost of cable service for you, separately from rent or any other charges.

"You are obligated to pay for cable services which you agree to receive or do receive (unless you have notified the cable operator you do not want such service and it is delivered to you anyway). If you fail to pay for cable services which you are legally required to pay, the cable operator may terminate cable service to you and/or sue you for any money you owe. Your landlord, however, may not sue you or evict you for nonpayment of cable fees."

Section 2. In no event shall any tenant be required to pay any charge for cable communications services which exceeds the standard rate charged for the same tier or level of service to single family dwellings in the City of Takoma Park.

Section 3. No tenant who has a contract with a cable operator for cable communications services -- whether or not payment for such services is made directly to the cable operator, through the landlord to the cable operator, or otherwise -- may be evicted for nonpayment for such services.

Any unpaid balance for cable communications services shall be a debt of the tenant to the cable operator only.

In the event a landlord is authorized to collect payment for cable communications services on behalf of a cable operator, the landlord shall be required to provide each tenant receiving such service with a separate itemized bill for such service and to collect as separate payments any amounts due for cable services and any amounts due for rent. In the event a tenant makes a single payment without distinguishing the amount attributable to cable services and the amount attributable to rent, the amount paid by the tenant shall first be credited as rent paid and then as payment for cable services. Nothing contained herein shall be construed as preventing a cable operator from terminating service or from seeking any other legal or equitable relief for nonpayment for cable communications services or any other breach of contract.

It shall be unlawful for a landlord to terminate cable communication services.

Section 4. Where a landlord has instituted a system of bulk-



billing for cable communications services and fails to remit the full amount of payments by tenants promptly to the cable operator in accordance with any agreement between the landlord and the cable operator, any franchise agreement, or any other provision of law, such failure shall not constitute grounds for termination of cable communications service to the tenant or tenants in question. In such a situation, the cable operator may choose to change prospectively to direct billing of such tenants or take any other action permitted by its agreements, including any action to recover from the landlord those amounts not remitted by the landlord.

Section 5. No landlord shall charge or collect from a tenant a security deposit for any cable communications equipment necessary to deliver cable communications services requested by the tenant. The cable operator may require a security deposit to be paid directly to the cable operator by the tenant.

## ARTICLE 7

### Enforcement and Effective Date

Section 1. This ordinance may be enforced by the City or any aggrieved party, including a tenant, in any court of competent jurisdiction, at law or in equity.

Section 2. Without limitation or election against any other available remedy, the City or any other aggrieved party may apply to the Circuit Court of the County where the property is located for an injunction enjoining any violation of this ordinance. The court shall award attorney's fees and costs to any party who succeeds in obtaining an injunction hereunder.

Section 3. In addition to the foregoing, any violation of this ordinance shall constitute a municipal infraction for which a citation may be issued. The minimum fine for each violation shall be \$25.00, and the maximum shall be \$500.00. The minimum fine may be suspended only upon a finding that such violation is a first offense and that no wilfulness was involved. The provisions of §1.17(b) of the City Code are repealed, to the extent they are inconsistent with this section. Each unit with respect to which the violation exists and each month or other billing cycle for which a violation exists shall constitute a separate and distinct violation.

Section 4. This ordinance shall be effective upon the date of enactment.

ADOPTED BY THE MAYOR AND COUNCIL OF TAKOMA PARK, MARYLAND SEPTEMBER 26, 1983.



## PROPOSED ORDINANCE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND

SECTION 1. THAT Division 2, "Exceptions and Modifications to the Basic Property Maintenance Code, of Article 2, Chapter 6, Code of Takoma Park, Md., 1972, as amended, be hereby amended as set forth below:

Sec. 6-14A. Section PM-104.3.24.1

A new Section PM-104.3.24.1 is added and reads as follows:

PM-104.3.24.1. Classification of BOCA violations.

1. The following violations of the BOCA Basic Property Maintenance Code, Second Edition, 1981, are hereby deemed to be threatening to the life, health, and safety of tenants:
  - a. PM-302.0 (302.3.3)
  - b. PM-501.0 (501.1 - 501.4)
  - c. PM-502.0 (502.1 - 502.6)
  - d. PM-503.0 (503.1 - 503.5)
  - e. PM 504.0 (504.1 - 504.4)
  - f. PM-505.0 (505.1 - 505.2)
  - g. PM-601.0 (601.1 - 601.5)
  - h. PM-602.0 (602.1 - 602.3)
  - i. PM-603.0 (603.1)
  - j. PM-700.0 (700.1 - 700.2)
  - k. PM-701.0 (701.1 - 701.5)
  - l. PM-702.0 (702.1 - 702.4)
  - m. PM-703.0 (703.1)
  - n. PM-704.0 (704.1 - 704.5)
  - o. PM-801.0 (801.10)
2. Any such violation shall be presumed to be a condition of defect which constitutes, or if not corrected within 24 hours or less will constitute, a fire hazard, or serious and substantial threat to the life, health or safety of the occupants of the dwelling unit or structure within which the condition or defect exists within the meaning of Section 8-211 of the Real Property Article of the Annotated Code of Maryland.
3. Any such violation shall constitute a violation of the housing codes of the City of Takoma Park within the meaning of Sec. 22(h) of Ordinance 2587, as amended. The uncorrected existence of such shall operate to deny (as provided in Sec. 22(h) of Ordinance 2587, as amended) a landlord any rent increase until such violation is corrected.

Sec. 6-16. Section PM-109.2

The following changes are hereby made in the Fine structure, and a new paragraph is added:

<u>Sections Violated</u>	<u>Fine for Initial Offense</u>
PM-302.0 (302.1 - 302.3.2)	\$ 25.00
PM-501.0 (501.1 - 501.4)	100.00
PM-502.0 (502.1 - 502.6)	100.00
PM-503.0 (503.1 - 502.6)	100.00
PM-504.0 (504.1 - 504.4)	100.00
PM-505.0 (505.1 - 505.2)	100.00

Any person, firm or corporation who shall violate any provision of this code shall, upon conviction, be subject to a fine of not more than \$500.00 or imprisonment for a term not to exceed 90 days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served, in accordance with the terms and provisions of this code shall be deemed a separate offense.



Sec. 6-21A. Section PM-302.3.8.

A new section PM-302.3.8 is added and reads as follows:

PM-302.3.8. Exit facilities: All exterior stairs and railings and other exit facilities of every structure shall be maintained in sound condition and good repair by replacing treads and risers that evidence excessive wear or are broken, warped or loose. Every outside stair shall be so constructed and maintained as to be safe to use and capable of supporting the anticipated loads.

Sec. 6-21B. Section PM-302.3.9

A new section PM-302.3.9 is added and reads as follows:

PM-302.3.9. Handrails: Every flight of stairs, which is more than three risers high, shall have handrails which shall be located as required by the building code, and every open portion of a stair, porch, landing and balcony which is more than 30 inches (76.20 cm) above the grade below shall have guardrails. Every handrail and guardrail shall be firmly fastened and capable of bearing normally imposed loads and shall be maintained in good condition.

Sec. 6-21C. Section PM-302.4

The following language is added to PM-302.4:

Security locks or pins are required on windows and sliding doors less than three stories above the ground, which shall include any stories which are partially below ground. Track locks and "charlie bars" shall be deemed acceptable for sliding glass doors. Casement windows shall fit tightly and the latch and/or crank shall be capable of firmly closing and latching the windows.

Sec. 6-25A. Section PM-601.1

Section PM-601.1 is amended to read as follows:

PM-601.1. Residential buildings: Every dwelling unit and guest room shall be provided with heating facilities maintaining a room temperature of 68 degrees F. ( degrees C), at a point 3 feet (0.91 m) above the floor and 3 feet (0.91 m) from an exterior wall in all habitable rooms, bathrooms and toilet rooms between the period October 15 and May 15 of each calendar year.

AND

SECTION 2. THAT this ordinance shall become effective upon adoption.



Ordinance No. \_\_\_\_\_

Whereas: It is necessary to clarify the obligations and rights of landlords and tenants under Ordinance No. 2587, as amended; and

Whereas: By requiring a landlord to provide tenants with specific notice requirements when a landlord intends to increase rents will minimize confusion and result in fewer conflicts which need to be adjudicated by the Commission on Landlord Tenant Affairs; and

Whereas: The Mayor and Council wish to clarify certain other provisions of Ordinance No. 2587,

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

Section 22(c) and (d) of Ordinance No. 2587, as amended be hereby repealed and reenacted simultaneously to read as set forth below:

"(c) It shall be unlawful for any landlord or anyone acting on behalf of a landlord to charge or collect any rent for any particular dwelling unit in a multiple-family dwelling facility which exceeds the lawful rent charged for such unit on August 7, 1983, by more than five percent (5%) unless the landlord has first applied to and obtained a determination from the Commission that a rent in excess of five percent (5%) is justified in accordance with Section 22(f) and (h) of this ordinance.

"(d) It shall be unlawful for any landlord or anyone acting on behalf of a landlord to increase the rent for any dwelling unit more than once in any twelve month period;

"(e) It shall be unlawful for any landlord or anyone acting on behalf of a landlord to increase the rent any dwelling unit without having first given the tenant(s) living therein at least 60 and not more than 90 days written notice of the increase. Such notice shall contain the following information:

- (i) The name and address of both the landlord and the tenant;
- (ii) The rent currently charged and the rent proposed to be charged;
- (iii) The following statement with the correct figures filled in:

(A) If the rent increase is within the limit provided in Section 22(a):

1. "YOUR RENT WILL BE INCREASED \_\_\_\_\_% TO \$\_\_\_\_\_ ON \_\_\_\_\_ 19\_\_.

"Takoma Park Ordinance No. 2587, as amended, provides that the rent on this apartment may not be raised more than \_\_\_\_\_ percent (\_\_\_\_%) than the lawful rent charged on \_\_\_\_\_. The lawful rent charged on \_\_\_\_\_ was \$\_\_\_\_\_. Accordingly, the rent on this apartment may be raised \$\_\_\_\_\_, for a total of \$\_\_\_\_\_ without the approval of the Commission of Landlord Tenant Affairs.

2. HOWEVER, NO INCREASE MAY BE MADE IF (1) there are outstanding building code violations affecting health, safety and/or welfare of the tenants; OR (2) if the rent on this apartment was increased within 12 months prior to the effective date of the rent increase



called for herein;OR (3) if you did not receive this WRITTEN notice at least 60 and not more than 90 days before the effective date of the rent increase called for herein.

3. If you have any reason to believe the law has been violated in any way, you have the right to file a complaint with the Takoma Park Commission on Landlord Tenant Affairs, 7500 Maple Ave., Takoma Park, Md. 20912.

(B) If the rent increase exceeds the limit provided in Section 22(a) of this ordinance:

1. "A rent increase of \_\_\_\_\_% is being proposed for your apartment, i.e., your current rent of \$\_\_\_\_\_ is proposed to be raised to \$\_\_\_\_\_ on \_\_\_\_\_, 198\_\_."

"Because this increase would exceed the limit set by Takoma Park Ordinance 2587 it will not become effective until and unless approved by the Commission on Landlord and Tenant Affairs. If approved by COLTA, the increase can be made effective as of \_\_\_\_\_, which is at least 60 days from the date of this notice. The increase may be made effective to that date retroactively, if need be, and if COLTA so orders.

2. Same as in part "A"

3. Same as in part "A"

"(f) Whenever a tenant(s) notifies(in writing) the Director of Housing Services, or other representative of the city that he or she has received a notice that his or her rent is to be increased in violation of this ordinance, or if rent in excess of limits called for in this ordinance is collected or sought to be collected, the Director of Housing Services shall notify the Corporation Counsel of such facts. Upon such notification the Corporation Counsel or his or her designee shall bring an action for injunction in a court of competent jurisdiction.

The court shall issue an injunction when, by a preponderance of the evidence it is shown that the landlord has proposed to increase rent in excess of the limits provided in this ordinance, has otherwise failed to meet the preconditions for assessing a rent increase as provided in this ordinance, or has collected or attempted to collect in excess of the limits provided in this ordinance.

In the event an injunction is issued the court shall award attorneys fees and costs and to the city.

Section 2. Those subsections of Ordinance No. 2587, as amended currently designated "(e)", "(f)", and "(g)" are hereby redesignated subsections "(g)", "(h)", and "(i)" respectively.

Section 3. The Section 22(h) of Ordinance No. 2587, as amended, is hereby repealed and reenacted, as subsection "(j)" to read as set forth below:

"No rent increase shall be allowed for any dwelling unit if,



on the effective date of any proposed increase or at the time a petition for an increase is heard by COLTA, COLTA determines by preponderance of the evidence there exists in either the unit or any common area of the building in which the unit is located any violation (regardless of whether any citation or other legal process has been served on the violator) of the housing, building, fire, safety or zoning laws or regulations of the City of Takoma Park, the State of Maryland, the county in which the unit is located, and/or the United States.

PROVIDED, HOWEVER, that only those violations of Chapter 6, Article 2, Divisions 1 and 2 of the Code of the City of Takoma Park (i.e., the Basic Property Maintenance Code) which:

(1) constitute or, if not corrected within 24 hours, would constitute a fire hazard or serious and substantial threat (within the meaning of Section 8-211 of the Real Property Section of the Annotated Code of Maryland) to the life, health, or safety of the occupants of the dwelling unit or structure within which the condition or defect exists; or

(2) are classified as serious violations of the Basic Property Code by ordinance

shall operate to bar a rent increase as provided herein.

Section 4. The following shall be added to Section 22 as subsections:

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Section 5. Section 22(i) of Ordinance No. 2587, as amended, be repealed and reenacted verbatim as Section 22(n).



(k) "Any violation of subsections c,d,e, or f of this section shall be deemed a municipal infraction, the penalties for which shall be as follows:

o imposition of a rent increase in excess of the limit set forth in subsection(c): \$\_\_\_\_\_per dwelling unit;

o imposition of more than one rent increase in a twelve month period: \$\_\_\_\_\_per dwelling unit;

o imposition of any rent increase without substantially complying with the notice provisions of subsection(e): \$\_\_\_\_\_per dwelling unit.

(l) In the event a landlord or anyone acting on behalf of a landlord brings an action for rent or eviction for failure to pay any increase which is unlawful under this ordinance, or otherwise, proof that the landlord has not complied with the provisions of this ordinance shall act as a bar to any recovery by the landlord or anyone acting on his behalf.

When such proof has been submitted to the satisfaction of the court, the court shall dismiss the action against the tenant and award to the tenant his or her costs and attorneys fees incurred in defending the action, including any lost wages or other income for time spent in court in the defense of such action.

(m) If during the pendency of a notice called for in subsection "e" the rent ceiling called for in subsection "a" is lowered by the the city council a landlord shall be entitled to collect rent up to the rent ceiling as lowered by the city council upon completion of the notice period. Any increase in excess of thereof may only be charged and collected after the landlord has complied with the requirements of subsection "g". In such event COLTA shall, upon a finding that a rent increase up to the amount called for in the notice is justified under this ordinance, make its order retroactive to the date set for the increase in the notice, provided such date and increase is otherwise lawful.