

Introduced by: Councilmember Clay

First Reading: March 22, 2010  
Second Reading: April 12, 2010  
Effective Date: April 12, 2010

**CITY OF TAKOMA PARK, MARYLAND**

**ORDINANCE NO. 2010- 16**

**Landlord-Tenant Amendments**

**WHEREAS**, the City of Takoma Park wishes to facilitate the prompt repair of defective conditions in residential rental units while protecting the privacy of tenants; and

**WHEREAS**, the City wishes to empower the Commission on Landlord-Tenant Affairs to provide redress to tenants whose landlords illegally enter their units and to landlords whose tenants illegally refuse access to their units, despite the absence of quantifiable damages.

**WHEREAS**, the City of Takoma Park wishes to affirm the City's authority to obtain judicial enforcement of subpoenas issued by the Commission on Landlord-Tenant Affairs so as to ensure the fair resolution of landlord-tenant disputes

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

**SECTION 1.** Title 6, Housing, of the *Takoma Park Code* is amended as follows:

**6.16.140 Entry.**

**A. Routine Entry and Entry for City Property Maintenance Code Inspections.**

**1. 48 Hours' Written Notice Required.**

- a. Except as provided in subsection (A)(2), below, the landlord must provide the tenant with at least 48 hours' written notification of the intent of the landlord or authorized person to enter the rental unit.**
- b. The notice shall contain the date, approximate time frame, and purpose of the intended entry, and the telephone number, address, and email address, if available, of the landlord or managing agent.**
- c. The affirmative consent of the tenant is not required when the landlord has provided 48 hours' written notice, but the landlord shall not enter the rental unit if the tenant contacts the landlord and objects to the entry. The tenant shall not unreasonably withhold consent to entry.**

2. Entry with less than 48 Hours' Notice Permitted with the Written Consent of the Tenant.

- a. The landlord or authorized person may enter the rental unit at any time after providing the tenant with written notice containing the information required in subsection (A)(1)(b), above, and obtaining the written consent of the tenant.
- b. When the landlord has provided the tenant with less than 48 hours' written notice of intent to enter the rental unit, the tenant's refusal to consent to entry shall be reasonable as a matter of law.

~~A. Notice of Intent to Enter.~~

- ~~1. The landlord shall provide the tenant with at least 48 hours written notification of the intent of the landlord or authorized person to enter the rental unit. The notice shall contain the date, approximate timeframe of intended entry, the purpose of the intended entry and the telephone number of the landlord or managing agent. The tenant shall not unreasonably withhold consent to enter.~~
- ~~2. If the tenant has requested repairs, the landlord may enter the rental unit to make such repairs without written notice if the repairs take place within 2 weeks of the tenant's request.~~

B. Types of Entry.

- 1. Emergency Entry. In the case of an emergency, the landlord or other person authorized by the landlord has a right to enter the rental unit without giving prior notice of intent to enter. The landlord shall make a reasonable effort to contact the tenant regarding the emergency and of the intent to enter the rental unit to address the emergency.
- 2. Routine Entry. In cases other than emergencies, the landlord shall only enter the rental unit to inspect the premises, to perform routine maintenance, to make necessary or agreed upon repairs, decorations, alterations or improvements, supply necessary or agreed upon services, or to show the rental unit to prospective or actual purchasers, tenants, mortgagees, real estate agents, workers or contractors.
- 3. Entry for City Property Maintenance Code Inspections. The City shall have the right to conduct property maintenance inspections in accordance with the Property Maintenance Code. ~~The landlord shall provide the tenant with a 48-hour written notice of such inspection in accordance with the Property Maintenance Code.~~

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

1. The names of all individuals who entered the premises;
2. The date and time of such entry;
3. The reason for entry and work performed, if any;
4. The time of departure;
5. The address and telephone number of the landlord.

**6.24.080 Hearings on complaints and objections to preliminary administrative decisions.**

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- D. Hearings shall be open to the public. The panel shall have the power to subpoena witnesses and to subpoena the production of relevant documents and records. Any party to the case may request the issuance of a subpoena, which shall be in a form prescribed by the Commission regulations. If any person refuses to comply with a subpoena of the Commission, and the Commission determines that compliance with the subpoena is necessary for a fair hearing and would not be unduly oppressive to the person subpoenaed, the City, on behalf of the Commission, may initiate a suit in equity in the Circuit Court to enforce compliance with the subpoena.

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**6.24.090 Remedies.**

The Commission shall be empowered to remedy violations of Chapter 6.16, Landlord-Tenant Relations, by any appropriate means, including but not limited to the following general and specific remedies.

- A. General Remedies. The Commission may remedy violations of the landlord-tenant law by one or more of the following:

1. Awarding actual monetary damages;
2. Requiring the performance of certain acts;
3. Requiring a party or parties to cease and desist from unlawful conduct;
4. Ordering the payment of interest upon any award of monetary damages, calculated at the judgment rate of interest, from the date payment of the award is due until payment is made in full;
5. Granting such other relief as the Commission deems necessary.

- B. Specific Remedies.

1. Defective Tenancy.

- a. Where the Commission finds that a landlord has caused a defective tenancy, the complainant tenant may be entitled to one or more of the following:
  - i. An award of damages to be paid as a result of the defective tenancy;
  - ii. A reasonable amount to be paid by the landlord for the tenant to obtain comparable temporary housing in the area;
  - iii. Correction of the defective tenancy by the landlord;
  - iv. An order permitting the tenant to correct or remedy the condition which constitutes the defective tenancy and the abatement of all or part of the tenant's rent in an amount equal to the reasonable cost incurred by the tenant;
  - v. An order to the landlord to perform such other remedial action as the Commission deems appropriate.
- b. Where the Commission finds that a tenant has caused a defective tenancy, the complainant landlord may be entitled to one or more of the following remedies as ordered by the Commission:
  - i. An award of damages to be paid as a result of the defective tenancy;
  - ii. Correction of the defective tenancy by the tenant;
  - iii. Where the Commission finds that a tenant has caused a defective tenancy which has resulted in a substantial breach of the lease by the tenant, the Commission may authorize the termination of the lease and authorize the complainant landlord to repossess the premises in accordance with the applicable provisions of the Real Property Article of the Annotated Code of Maryland, as amended;
  - iv. An order to the tenant to perform such other remedial action as the Commission deems appropriate.

2. Illegal Rent or Fee. Where the Commission finds that the landlord has imposed or attempted to impose an illegal rent or fee, the tenant may be entitled to one or more of the following:

- a. An order authorizing the tenant to begin paying the lawful rent or fee immediately;

- b. An order to the landlord to refund excess moneys paid by the tenant for the illegal rent or fee;
- c. An order authorizing the tenant to withhold from the next months' rent payment, an amount equal to the illegal rent or fee imposed by the landlord;
- d. An award of damages to be paid by the landlord in the amount of the actual damage or loss sustained as a result of the imposition or attempt to impose an illegal rent or fee;
- e. An order to the landlord to perform such other remedial action as the Commission deems appropriate.

3. Improper Entry. Where the Commission finds that a landlord has improperly entered into a tenant's rental unit or failed to provide a report of entry in violation of section 6.16.140, Entry, it may require the landlord to pay to the tenant punitive damages of up to \$400.00 for each incident of improper entry and each incident of failure to leave the required report. In awarding punitive damages, the Commission shall consider whether the violation was intentional and the impact upon the tenant.

4. Unreasonable Refusal of Entry. Where the Commission finds that a tenant unreasonably has withheld their consent to entry by a landlord in violation of section 6.16.140, Entry, it may require the tenant to pay to the landlord punitive damages of up to \$400.00 for each incident. In awarding punitive damages, the Commission shall consider whether the violation was intentional and the impact upon the landlord.

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**SECTION 2.** This Ordinance shall be effective immediately.

Adopted this 12th day of April, 2010, by roll-call vote as follows:

Aye: Williams, Wright, Clay, Robinson, Seamens, Snipper, Schultz  
 Nay: None  
 Absent: None  
 Abstain: None

**EXPLANATORY NOTE**

Additions to the existing language of the *Takoma Park Code* are shown by underlining.

Deletions to the existing language of the *Takoma Park Code* are shown by ~~strikeout~~.

\* \* \* \* indicates language of the *Takoma Park Code* which is not reproduced in this Ordinance and which is not being changed.