

**SUBTITLE 8C**  
**LEASE RENEWALS**

**§ 8C-1. Definitions.**

(a) *In general.*

In this subtitle, the following terms have the meanings specified.

(b) *Dwelling unit.*

“Dwelling unit” has the meaning stated in § 202.2 of the Property Maintenance Code of Baltimore City.

(c) *Landlord.*

(1) *In general.*

“Landlord” means an owner, lessor, sublessor, assignee, or agent of any other person receiving or entitled to receive rents or benefits for the use or occupancy of any dwelling unit.

(2) *Inclusions.*

“Landlord” includes any person who has an option to buy or who has entered into a contract to buy any dwelling with the intent to offer the dwelling unit for rent.

(d) *Person.*

(1) *In general.*

“Person” means:

- (i) an individual;
- (ii) a partnership, firm, association, corporation, or other entity of any kind; or
- (iii) a receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind.

(2) *Inclusions.*

“Person” includes, except as used in § 8C-6 {“Penalties”} of this subtitle, a governmental entity or an instrumentality or unit of a governmental entity.

(Ord. 21-037.)

**§ 8C-2. Lease renewal required.***(a) In general.*

Except for good cause described in subsection (b) of this section, at least 75 days but no more than 100 days prior to the end of a term lease or periodic tenancy, a landlord shall offer a tenant a reasonable opportunity to renew the lease subject to a reasonable, non-retaliatory increase in the rent or change in lease terms.

*(b) Good cause exceptions.**(1) Substantial breach.*

In this subsection, “substantial breach of the lease” does not include failure to pay rent or other charges.

*(2) In general.*

The requirement set forth in subsection (a) of this section does not apply if:

- (i) the tenant has caused a substantial breach of the lease that warrants non-renewal, and after receiving written notice to cure or correct the breach, the tenant has failed to comply within 45 days;
- (ii) the landlord seeks to recover possession of the leased premises for use by the landlord or the landlord’s spouse, child, parent, or grandparent as their primary residence;
- (iii) the landlord seeks to permanently remove the leased premises from the rental market;
- (iv) the landlord, after having obtained all necessary permits, seeks to undertake substantial repairs or renovations that cannot be completed while the leased premises is occupied; or
- (v) the leased premises are owner-occupied and the landlord leases out a single rental unit on the premises.

*(3) Notice to tenant.*

If a landlord declines to offer to renew the lease for good cause as described in paragraph (2) of this subsection, the landlord shall send a notice at least 75 days but no more than 100 days prior to the end of the lease term to the tenant advising the tenant that the landlord is declining to offer a renewal and stating with specificity the facts related to the good cause for declining to offer a renewal, including, if a substantial breach of the lease is alleged, the specific facts related to the breach.

*(Ord. 21-037.)*

**§ 8C-3. Method of notice.**

A landlord's offer to renew the lease or notice declining to offer a renewal must be in writing and delivered to the tenant by first-class mail with certificate of mailing or by electronic means if consented to in advance by the tenant in the writing.

(Ord. 21-037.)

**§ 8C-4. Presumption of offer and acceptance.**

(a) *In general.*

Except as otherwise provided in subsection (b) of this section, there shall be a presumption that the landlord's offer of a lease renewal is on the same terms and conditions as the current lease and the tenant's acceptance of that offer.

(b) *Exceptions.*

The presumption described in subsection (a) of this section does not exist if:

- (1) the landlord provides timely notice declining to renew for good cause as specified in §8C-2(b) of this subtitle;
- (2) the tenant fails to respond to a timely notice offering to renew the lease as specified in §8C-2(a) of this subtitle; or
- (3) a notice declining to renew the lease is provided by the tenant to the landlord under the terms of the lease or other applicable law.

(Ord. 21-037.)

**§ 8C-5. {Reserved}****§ 8C-6. Penalties.**

Any person who violates any provision of this subtitle or any provision of a rule, regulation, or order adopted or issued under this subtitle is guilty of a misdemeanor and, on conviction, is subject to a fine of not more than \$1,000 for each offense.

(Ord. 21-037.)

**§ 8C-7. {Reserved}****§ 8C-8. Termination of subtitle.**

This subtitle shall automatically expire on the 181<sup>st</sup> day following the expiration of the catastrophic health emergency declared by the Governor of Maryland on March 5, 2020, as amended or extended by the Governor.

(Ord. 21-037.)

