

447B. [117B.]

(a) Notwithstanding any provision of law or any agreement, whether written or oral, if a lessor fails to remove any and all lead-based paint from any interior, exterior or other surface that is easily accessible to children of a residential premise within twenty days after notice that lead-based paint is present on such surfaces, the lessee may deposit his rent into an escrow account with the clerk of the District Court for the political subdivision in which the premises are located. The right of a lessee to deposit rent in an escrow account shall not preclude him from pursuing any other rights or remedies available to him at law or equity but shall be in addition thereto.

(b) Moneys deposited in an escrow account shall be released under the following terms and conditions:

(i) To the lessor upon certification by the appropriate local health authority that the premises have been inspected and that all lead-based paint violations have been corrected; or

(ii) To the lessee or any other person who has corrected the lead-based paint violations upon presentation of a bill for the costs of correcting the violations and a certification by the appropriate local health authority that the premises have been inspected and that all lead-based paint violations have been corrected.

(c) No lessee may be evicted nor tenancy terminated nor rent raised for lessee's electing to seek the remedies hereunder. It shall be presumed that any attempt to evict lessee, to terminate the tenancy or to raise the rent, except for nonpayment of rent to escrow agent, within two months after the certification that violations have been corrected, is in retaliation for lessee's proceeding hereunder and shall be null and void.]

SECTION 2. AND BE IT FURTHER ENACTED, That new Section 8-211.1 be and it is hereby added to Article - Real Property, of the Annotated Code of Maryland (1974 Volume and 1976 Supplement) to read as follows:

Article - Real Property

8-211.1. FAILURE OF LESSOR TO REMOVE LEAD BASED PAINT; RENT ESCROW.

(A) RIGHT OF LESSOR LESSEE.

NOTWITHSTANDING ANY PROVISION OF LAW OR ANY AGREEMENT, WHETHER WRITTEN OR ORAL, IF A LESSOR FAILS TO REMOVE ANY AND ALL LEAD BASED PAINT FROM ANY INTERIOR,