

thereof, as last amended by Chapter 176 of the Acts of 1955, to authorize a tenant of leased premises in Baltimore City to raise certain defenses in actions based on rent due, to provide conditions for this defense and rebuttal thereof, and authorize the issuance of certain orders in such cases, and allowing a set-off under certain circumstances for rent due., PROVIDE FOR CERTAIN SAFEGUARDS FOR TENANTS UNDER CERTAIN CIRCUMSTANCES, AND TO MAKE OTHER PROVISIONS IN RELATION THERETO.

SECTION 1. *Be it enacted by the General Assembly of Maryland,* That new Section 459A be and it is hereby added to the Code of Public Local Laws of Baltimore City (1949 Edition, being Article 4 of the Code of Public Local Laws of Maryland), title "Baltimore City," subtitle "Landlord and Tenant," to follow immediately after Section 459 thereof, as last amended by Chapter 176 of the Acts of 1955, and to read as follows:

**459A.**

(a) *In an action of distress for rent or in any complaint proceeding brought by a landlord to recover rent or the possession of leased premises for nonpayment of rent (including a proceeding brought under Section 456 hereof), where the property is leased for residential use for a term of one year or less, the tenant may assert as a defense, in addition to any other defenses authorized by law, that there exists upon the leased premises, or upon the common property THE PROPERTY USED IN COMMON of which the leased premises form a part, a condition which constitutes, or if not promptly corrected, will constitute, a fire hazard or a serious threat to the life, health or safety of occupants thereof, including but not limited to, a lack of heat or of running COLD AND HOT water or of light or of electricity or of adequate sewage disposal facilities or an infestation of rodents. or vermin.*

(b) *The assertion of the defense provided for in subsection (a) shall be conditioned upon the following:*

(1) *Prior to the commencement of the action of distress for rent or the complaint, the landlord or his agent was notified in writing by certified mail of the aforesaid condition or conditions by the tenant or was notified by a violation or condemnation notice from an appropriate State or municipal agency, but that the landlord has refused, or having a reasonable opportunity to do so, has failed to remedy the same.*

(2) *Payment by the tenant into court of the amount of rent stated in the action of distress for rent to be in arrears or stated in the complaint to be due and unpaid, FOUND BY THE COURT TO BE DUE AND UNPAID, to be held by the Court pending the issuance of an order under subsection (d) of this section.*

(c) *It shall be a sufficient answer to such a defense if the landlord or his agent establishes that:*

(1) *The condition or conditions alleged in the defense does not in fact exist or that such condition or conditions have been removed or remedied; or*

(2) *Such condition or conditions have been caused by the tenant or members of the family of such tenant or of their guests; or*