

SEC. 7. *And be it further enacted*, That new Section 8A be and it is hereby added to Article 53 of said Code (1968 Replacement Volume), title "Landlord and Tenant," subtitle "Tenants Holding Over," to follow immediately after Section 8 thereof, and to read as follows:

8A.

(a) *General rule. If a tenant under any lease shall unlawfully hold over beyond the termination of the lease, he shall be liable in damages to the landlord as set out in the following subsections unless the lease provides some other measure of damages.*

(b) *Measure of damages; actions. (i) Where the leased premises are used by the tenant primarily as the residence of the tenant, his family or someone holding under them, then the measure of damages shall be the landlord's actual damages, but not exceeding double the rent under the lease, apportioned for the duration of the hold-over.*

(ii) *Where the leased premises are used by the tenant or someone holding under him primarily for non-residential purposes, the measure of damages shall be double the rent under the lease, apportioned for the duration of the hold-over, or double the rental value of the premises, apportioned for such period, whichever is higher; provided, however, that if the landlord fails specifically to elect the latter measure when he institutes his action against the tenant, the measure shall be double the rent under the lease.*

(iii) *The double rent and double rent value set forth in subsections (a) and (b) of this section shall include, and not be in addition to, apportioned rent for the period of hold-over at the rate under the lease.*

(iv) *Damages in excess of the rental rate specified in the lease shall accrue only from the end of the term or thirty (30) days after the delivery of the notice referred to in subsection (c), whichever is later, until the tenant vacates the premises; provided, however, that the damages shall never be less than the apportioned rent for the period of hold-over at the rent rate under the lease.*

(v) *Any action to recover the damages referred to in this section may be brought by suit separate from the eviction or removal proceeding or in the same action and in any court having jurisdiction over THE PROPERTY AND the amount in issue.*

(c) *The provisions of subsection (b) of this section shall be inapplicable unless the landlord gives the tenant notice in writing stating that the tenant may be liable for double the rent under the lease or double the rental value, if the latter be applicable; said notice may contain other information. The notice provisions of this section may not be waived by lease provision or otherwise. The notice may be given at any time before or after the termination of the lease but not more than 100 days before the termination of the lease.*

(d) *Nothing contained herein is intended to limit any other remedies which a landlord may have against a hold-over tenant under the lease or under applicable law. Nor shall a notice given to a tenant under subsection (c) of this section be construed as an election of remedies by the landlord if the notice is given prior to the end of the lease term.*