

(ii) An action under this section may be brought at any time during the tenancy, or within two years after its termination.

(iii) This section shall only apply to those leases entered into, renegotiated, or renewed after the effective date of this subtitle.

#### 43.

(a) The landlord shall give a tenant a receipt for a security deposit. The receipt may be included in a written lease.

(b) The landlord shall be liable to the tenant in the sum of twenty-five dollars if the landlord fails to provide a written receipt for a security deposit.

(c) The receipt or lease shall contain the language of subsection 43A(a) of this Article.

#### 43A.

(a) If the landlord imposes a security deposit, he shall upon WRITTEN request PROMPTLY provide the tenant with a written list of all damage for which the previous tenant was charged, together with a statement of the amount of the charges. EXISTING DAMAGES. THE REQUEST MUST BE MADE WITHIN 15 DAYS OF THE TENANT'S OCCUPANCY.

(b) Failure to provide the tenant with such a written statement shall make the landlord liable to the tenant for threefold the amount of the security deposit. The total amount of damages shall be subject to a setoff for damages and unpaid rent which could reasonably be withheld under this section.

#### 43B.

(a) The landlord shall maintain all security deposits in a federally or state-insured banking or saving institution within the State of Maryland. The account shall be devoted exclusively to security deposits, and may bear interest.

(b) A security deposit shall be deposited in such an account within 30 days after receipt of the security deposit by the landlord.

#### 43C.

~~(a) Security deposit accounts shall be trust accounts, with the landlord acting in a fiduciary capacity and relationship for the benefit of his tenants. Security deposits shall be free from any attachment by creditors.~~

~~(b) (C) In the event of sale or transfer of any sort, including, but not limited to, receivership or bankruptcy, the security deposit shall be binding on the successor in interest to the person to whom the deposit is given. SECURITY DEPOSITS SHALL BE FREE FROM ANY ATTACHMENT BY CREDITORS.~~

~~(c) (D) Any successor in interest shall act in a fiduciary capacity and relationship with the security deposits, for the tenants and shall be liable to the tenant for failure to return the security deposit, together with interest, as provided in this subtitle.~~