

A major reason to veto this legislation lies in the requirement, even in existing law, for the landlord merely to serve a certain number of summons on the tenant in order to foreclose the tenant's right of redemption. The Governor's Landlord-Tenant Laws Study Commission has recommended that the landlord be required to obtain a certain number of judgments before the right of redemption is foreclosed so that the tenant will be assured an opportunity to assert any available defenses in the prior actions for summary ejection before the right to redeem is lost. Senate Bill 921 contains no such assurance that the defenses can be raised. Moreover, at least one of the District Courts has questioned the propriety of the requirement that the mere filing of three ejection suits serves to deprive a tenant of the right of redemption.

I believe that the Commission should examine this issue once again and should strive to formulate a legislative proposal which is both fair to low-income tenants and adequately protects landlords against tenants who refuse to pay rent when due for no adequate reason.

For these reasons, I have decided to veto Senate Bill 921.

Sincerely,
Harry Hughes
Governor

Senate Bill No. 921

AN ACT concerning

Landlord and Tenant - Failure to Pay Rent
- Summary Ejection

~~FOR the purpose of providing that when a complaint is filed, judgment is made, and summons is issued in a court action by a landlord to collect past due rent from a tenant, the total amount of rent due includes the amount of each periodic rent payment as it accrues together with the determination of the amount of all late fees and court costs, requiring that an express statement of the effect of these provisions be printed on the complaint issued to the tenant, requiring that a tendered redemption payment by a tenant include all amounts stated in the judgment, clarifying language, and generally relating to an action by a landlord for a tenant's failure to pay rent. FOR the purpose of providing that a certain provision relating to a tenant's right to redeem leased premises does not apply to certain tenants under certain circumstances.~~