

FOR the purpose of providing for the liability under a residential lease of a person who is on active duty with the United States military and who receives certain orders; and generally relating to active duty United States military personnel and residential leases.

~~BY repealing and reenacting, with amendments,~~ BY adding to

Article - Real Property
Section ~~8-212~~ 8-212.1
Annotated Code of Maryland
(1981 Replacement Volume and 1984 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That the Laws of Maryland read as follows:

Article - Real Property

~~8-212.~~

~~(a) In Anne Arundel County and Baltimore City, a liquidated damages clause or penalty clause in a residential lease is not enforceable. If a tenant fails or refuses to take possession of or vacates the dwelling unit before the end of his term, the tenant is liable to the landlord for loss of rent caused by the termination or two months rent, whichever is less, in addition to the cost of repairing damage to the premises which may have been caused by an act or omission of the tenant.~~

~~(b) A residential lease of property in Anne Arundel County or Baltimore City entered into after July 1, 1975, may not contain a liquidated damages clause or a penalty clause.~~

~~(c) In Anne Arundel County and Baltimore City, in determining the existence of a liquidated damages clause or a penalty clause, all provisions shall be strictly construed to be a liquidated damages clause or a penalty clause.~~

~~(d) The provisions in this section may not be waived in any residential lease of property or space in THIS STATE in Anne Arundel County or Baltimore City.~~

8-212.1.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS TITLE, IF A PERSON WHO IS ON ACTIVE DUTY WITH THE UNITED STATES MILITARY ENTERS INTO A RESIDENTIAL LEASE OF PROPERTY AND SUBSEQUENTLY RECEIVES PERMANENT CHANGE OF STATION ORDERS OR TEMPORARY DUTY ORDERS FOR A PERIOD IN EXCESS OF 3 MONTHS, ANY LIABILITY OF THE PERSON FOR RENT UNDER THE LEASE MAY NOT EXCEED: (1) 30 DAYS' RENT AFTER WRITTEN NOTICE AND PROOF OF THE ASSIGNMENT IS GIVEN TO THE LANDLORD; AND (2) THE COST OF REPAIRING DAMAGE TO THE PREMISES CAUSED BY AN ACT OR OMISSION OF THE TENANT.