

The Public Local Laws of Baltimore City
Section 9.9(d)(1), 9-14.1(b)(2) and 9-14.2(a)(3)
Article 4 - Public Local Laws of Maryland
(1979 Edition and 1983 Supplement, as amended)

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

Article - Real Property

8-211.

(a) The purpose of this section is to provide tenants with a mechanism for encouraging the repair of serious and dangerous defects which exist within or as part of any residential dwelling unit, or upon the property used in common of which the dwelling unit forms a part. The defects sought to be reached by this section are those which present a substantial and serious threat of danger to the life, health and safety of the occupants of the dwelling unit, and not those which merely impair the aesthetic value of the premises, or which are, in those locations governed by such codes, housing code violations of a nondangerous nature. The intent of this section is not to provide a remedy for dangerous conditions in the community at large which exists apart from the leased premises or the property in common of which the leased premises forms a part.

(g) In order to employ the remedies provided by this section, the tenant shall notify the landlord of the existence of the defects or conditions. Notice shall be given by (1) a written communication ~~-{sent by certified mail-}~~ listing the asserted conditions or defects, or (2) ACTUAL NOTICE OF THE DEFECTS OR CONDITIONS, OR (3) a written violation, condemnation or other notice from an appropriate State, county, municipal or local government agency stating the asserted conditions or defects.

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9.9.

(d) The assertion by the tenant, whether made by complaint or answer, shall be conditioned upon the following:

(1) Prior to the commencement of the action by the tenant or by the landlord, the landlord or his agent was notified in writing by Certified Mail (return receipt) of the condition or conditions described in subsection (b), above, or was notified of such condition or conditions by a violation or condemnation notice from an appropriate State or municipal agency, OR RECEIVED ACTUAL NOTICE OF THE DEFECTS OR CONDITIONS, but that the landlord has refused, or having a reasonable opportunity to do so, has failed to remedy the same. For the purposes of this subsection, what period of time shall be deemed to be unreasonable delay is left to the discretion of the court except that there shall be a