

and follow-up for children with elevated blood lead levels. The statewide coordinated plan for case management under this section shall include plans for coordination among agencies at the local level. Coordinated case management under this Act shall be implemented on or before March 1, 1998.

SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 1997 is an emergency measure, is necessary for the immediate preservation of the public health and safety, has been passed by a ye and nay vote supported by three-fifths of all the members elected to each of the two Houses of the General Assembly, and shall take effect from the date it is enacted.

Approved May 8, 1997.

CHAPTER 522

(House Bill 1144)

AN ACT concerning

**Baltimore City — Residential Leases — Tenant Liability Landlord and Tenant —
Prohibition on Liquidated Damages Clauses in Baltimore City — Repeal**

FOR the purpose of ~~altering the maximum number of months of rent for which a tenant may be liable to a landlord under certain circumstances; and generally relating to tenant liability under residential leases~~ repealing the prohibition on certain liquidated damages clauses in certain residential leases in Baltimore City; repealing certain provisions of law relating to the prohibition on the liquidated damages clauses; repealing a certain cap on a certain liability of certain tenants in Baltimore City; and generally relating to landlords and tenants.

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

Article — Real Property

Section 8-212

Annotated Code of Maryland

(1996 Replacement Volume and 1996 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 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]-6 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.~~