

(5) The existence of any structural defect which presents a serious and substantial threat to the physical safety of the occupants; or

[(6)](5) The existence of any condition which presents a health or fire hazard to the dwelling unit.

(o) [In] EXCEPT AS PROVIDED IN § 8-211.1(E) OF THIS SUBTITLE, IN the event any county or Baltimore City is subject to a public local law or has enacted an ordinance or ordinances comparable in subject matter to this section, commonly referred to as a "Rent Escrow Law", any such ordinance or ordinances shall supersede the provisions of this section.

~~§~~8-211.1.

(a) Notwithstanding any provision of law or any agreement, whether written or oral, if a lessor fails to ~~remove any and all lead-based paint from any interior, exterior, or other surface that is easily accessible to a child of a residential premises within 20 days after notice that lead-based paint is present on the surfaces of the residence~~ COMPLY WITH THE APPLICABLE RISK REDUCTION STANDARD UNDER § 6-815 OR § 6-819 OF THE ENVIRONMENT ARTICLE, the lessee may deposit his rent in an escrow account with the clerk of the District Court for the district in which the premises are located.

(b) The right of a lessee to deposit rent in an escrow account does not preclude him from pursuing any other right or remedy available to him at law or equity and is in addition to them.

(c) Money deposited in an escrow account shall be released under the following terms and conditions:

(1) ~~To the lessor on certification by the appropriate local health authority that the premises have been inspected and that all lead-based paint violations have been corrected~~ UPON COMPLIANCE BY THE LESSOR WITH THE APPLICABLE RISK REDUCTION STANDARD; or

(2) ~~To the lessee or any other person who has corrected the lead-based paint violations~~ COMPLIED WITH THE APPLICABLE RISK REDUCTION STANDARD on presentation of a bill for the REASONABLE costs of ~~correcting the violations and a certification by the appropriate local health authority that the premises have been inspected and that all lead-based paint violations have been corrected~~ COMPLYING WITH THE APPLICABLE RISK REDUCTION STANDARD.

(d) A lessee may not be evicted, the tenancy may not be terminated, and the rent may not be raised for a lessee who elects to seek the remedies under this section. It shall be presumed that any attempt to evict the lessee, to terminate the tenancy, or to raise the rent, except for nonpayment of rent ~~to an escrow agent~~, within two months after ~~the certification that violations have been corrected~~ COMPLIANCE WITH THE APPLICABLE RISK REDUCTION STANDARD is in retaliation for lessee's proceeding under this section and shall be void.†

(E) THIS SECTION SHALL PREEMPT ANY PUBLIC LOCAL LAW OR ORDINANCE CONCERNING THE DEPOSIT OF RENT INTO AN ESCROW ACCOUNT BASED UPON THE