

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.

(e) This section provides a remedy and imposes an obligation upon landlords to repair and eliminate conditions and defects which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants, including, but not limited to:

(1) Lack of heat, of light, electricity, or of hot or cold running water, except where the tenant is responsible for the payment of the utilities and the lack thereof is the direct result of the tenant's failure to pay the charges; or

(2) Lack of adequate sewage disposal facilities; or

(3) Infestation of rodents in two or more dwelling units; or

(4) [The existence of paint containing lead pigment on surfaces within the dwelling unit; or

(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.