

[(i)] (H) (1) The provisions of subsections [(f)(1), (f)(4), (h)(1), and (h)(2)] (E)(1) AND (4) AND (G)(1) AND (2) OF THIS SECTION are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy.

(2) (I) A tenant specified in paragraph (1) OF THIS SUBSECTION may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises.

(II) The notice shall specify the tenant's new address.

(III) The landlord, within ~~30 days~~ 45 DAYS of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection [(g)(1)] (F)(1) OF THIS SECTION together with a statement of the costs actually incurred.

~~(IV) Within 45 days of receipt of the notice, the landlord AND~~ shall return to the tenant the security deposit together with simple interest which has accrued in the amount of 4 percent per annum, less any damages rightfully withheld.

(3) (I) If a landlord fails to send the list of damages required by paragraph (2) OF THIS SUBSECTION, the right to withhold any part of the security deposit for damages is forfeited.

(II) If a landlord fails to return the security deposit as required by paragraph (2) OF THIS SUBSECTION, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(4) Except to the extent specified, this subsection may not be interpreted to alter the landlord's duties under subsections [(f) and (h)] (E) AND (G) OF THIS SECTION.

[(j)] (I) No provision of this section may be waived in any lease.

[8-203.1.

(a) After January 1, 1975, any landlord who offers more than 4 dwelling units for rent on one parcel of property or at one location and who rents by means of written leases, shall:

(1) Provide, upon written request from any prospective applicant for a lease, a copy of the proposed form of lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate, without requiring execution of the lease or any prior deposit; and

(2) Embody in the form of lease and in any executed lease the following:

(i) A statement that the premises will be made available in a condition permitting habitation, with reasonable safety, if that is the agreement, or if that is not the agreement, a statement of the agreement concerning the condition of the premises; and