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AS AMENDED

By: Bush, Pae, Provenzano and
Waldron of the House

Pugh of the Senate

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1 agreement shall so terminate as provided in the notice unless the
2 landlord adequately remedies the breach within the time specified.

3 B. Except as otherwise provided in this act, if there is a
4 material noncompliance by the landlord with any of the terms of the
5 rental agreement or any of the provisions of Section ~~18~~ 118 of this
6 ~~act~~ title which noncompliance materially affects health and the
7 breach is remediable by repairs, the reasonable cost of which is
8 ~~less than One Hundred Dollars (\$100.00)~~ **the greater of Five Hundred**
9 **Dollars (\$500.00) as adjusted annually to reflect price inflation as**
10 **measured by the Consumer Price Index as published by the Bureau of**
11 **Labor Statistics, U.S. Department of Labor, or one month's total**
12 **rent as provided in the rental agreement including the fair market**
13 **value of any subsidy payment,** the tenant may notify the landlord in
14 writing of his or her intention to correct the condition at the
15 landlord's expense after the expiration of fourteen (14) days. If
16 the landlord fails to comply within said fourteen (14) days, or as
17 promptly as conditions require in the case of an emergency, the
18 tenant may thereafter cause the work to be done in a workmanlike
19 manner and, after submitting to the landlord an itemized statement,
20 deduct from his or her rent the actual and reasonable cost or the
21 fair and reasonable value of the work, not exceeding the amount
22 specified in this subsection, in which event the rental agreement
23 shall not terminate by reason of that breach.

1 C. Except as otherwise provided in this act, if, contrary to
2 the rental agreement or Section ~~18~~ 118 of this ~~act~~ title, the
3 landlord willfully or negligently fails to supply heat, running
4 water, hot water, electric, gas or other essential service, the
5 tenant may give written notice to the landlord specifying the breach
6 and thereafter may:

7 1. Upon written notice, immediately terminate the rental
8 agreement; or

9 2. Procure reasonable amounts of heat, hot water, running
10 water, electric, gas or other essential service during the period of
11 the landlord's noncompliance and deduct their actual and reasonable
12 cost from the rent; or

13 3. Recover damages based upon the diminution of the fair rental
14 value of the dwelling unit; or

15 4. Upon written notice, procure reasonable substitute housing
16 during the period of the landlord's noncompliance, in which case the
17 tenant is excused from paying rent for the period of the landlord's
18 noncompliance.

19 D. Except as otherwise provided in this act, if there is a
20 noncompliance by the landlord with the terms of the rental agreement
21 or Section ~~18~~ 118 of this ~~act~~ title, which noncompliance renders the
22 dwelling unit uninhabitable or poses an imminent threat to the
23 health and safety of any occupant of the dwelling unit and which
24 noncompliance is not remedied as promptly as conditions require, the

1 tenant may immediately terminate the rental agreement upon written
2 notice to the landlord which notice specifies the noncompliance.

3 E. All rights of the tenant under this section do not arise
4 until he or she has given written notice to the landlord or if the
5 condition complained of was caused by the deliberate or negligent
6 act or omission of the tenant, a member of his or her family, his or
7 her animal or pet or other person or animal on the premises with his
8 or her consent.

9 SECTION 2. This act shall become effective November 1, 2022.

10 COMMITTEE REPORT BY: COMMITTEE ON JUDICIARY
11 April 12, 2022 - DO PASS AS AMENDED
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