

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2024 Legislative Session

Bill No. CB-071-2024

Chapter No. 45

Proposed and Presented by Council Members Blegay and Hawkins

Introduced by Council Members Blegay, Hawkins, Ivey, Watson, Harrison, Dernoga,
Oriadha, Fisher, Burroughs and Olson

Co-Sponsors _____

Date of Introduction October 15, 2024

BILL

1 AN ACT concerning

2 Landlord-Tenant – Security Measures and Security Equipment

3 For the purpose of amending provisions of the Prince George's County Code to provide for a
 4 certain definition; to require certain security measures and security equipment for Garden Style
 5 Apartments; providing for a certain implementation date of the provisions of this Act; providing
 6 for the effective date of this Act; and generally regarding landlord-tenant security measures and
 7 security equipment.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 13. HOUSING AND PROPERTY
 10 STANDARDS.

11 Sections 13-138 and 13-153,
 12 The Prince George's County Code
 13 (2023 Edition).

14 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
 15 Maryland, that Section 13-138 of the Prince George's County Code be and the same is hereby
 16 repealed and reenacted with the following amendments:

17 **SUBTITLE 13. HOUSING AND PROPERTY STANDARDS.**

18 **DIVISION 3. LANDLORD-TENANT REGULATIONS.**

19 **SUBDIVISION 1. GENERAL PROVISIONS.**

20 **Sec. 13-138. - Definitions.**

(a) For the purposes of this Division (and Division 4):

(1) **Affected Tenant** shall mean any tenant whose health, safety, or welfare is, or reasonably may be, impaired by a defective tenancy.

(2) **Age Restricted Senior Housing** shall mean any senior facility and/or building that has an age restriction of fifty-five (55) years and older for a lease to live in the facility and/or building.

(3) **Bona Fide Complaint, Response, or Effort** shall mean a complaint or response or effort made in good faith regarding alleged violations of this Division.

(4) **Common Area** shall mean all areas and facilities within the facility and/or building that are not designated by landlord or Property Manager for the exclusive use of tenant or any other lessee or other occupant of the facility and/or building, to including the parking areas, access and perimeter roads, pedestrian sidewalks, landscaped areas, trash enclosures, recreation areas, and the like.

(5) **Days** shall mean calendar days unless otherwise specified.

(6) **Defective Tenancy** shall mean any condition in a single-family rental facility or a multifamily rental facility or matter related to its maintenance, use, or occupancy which constitutes a violation of the terms of the lease or any provision of this Division, or constitutes a violation of any applicable Federal, State, County, or municipal law, regulation, or code reasonably related to the maintenance, use, or occupancy of the single-family rental facility or the multifamily rental facility.

(7) **Director** shall mean the Director of the County Department of Permitting, Inspections, and Enforcement or designee.

(8) **Dwelling Unit** shall mean one (1) or more rooms arranged for the use of one (1) or more individuals living together as a single housekeeping unit, with cooking, living, sanitary, and sleeping facilities as defined by the County Housing Code.

(9) **State of Emergency** shall mean the definition provided in Section 14-107 or Section 14-111 of the Public Safety Article of the Maryland Annotated Code.

(9.1) **Garden Style Apartments** shall consist of multiple small buildings spread out across one large property on the same parcel, lot, tract, or block of land, and ownership. The Garden Style Apartment includes levels or stories without an elevator.

(10) **High Occupancy Dwelling Facility** shall mean any apartment building or group of buildings on the same parcel, lot, tract, block of land, or group of buildings having the same name

1 comprising more than one hundred (100) Dwelling Units that have one or more owners in common.

2 (11) **Landlord** shall mean the legal and equitable owner(s) of a property, or any portion
3 thereof, used or to be used as a single-family rental facility or a multifamily rental facility and shall
4 include, without limitation, a mortgagee, vendee, contract purchaser, assignee of rents, receiver,
5 trustee, executor, personal representative, lessee, or any person, firm, or corporation who manages
6 the multifamily rental facility by contractual agreement with the owner.

7 (12) **Lease** shall mean any written agreement which establishes or modifies the terms,
8 conditions, rules, regulations, or any other provisions concerning the maintenance, use, and
9 occupancy of a rental dwelling unit.

10 (13) **Multifamily Rental Facility** shall mean any building, structure, or combination of
11 related buildings, structures, and appurtenances, operated as a single entity, housing cooperative
12 ("COOP"), or a condominium, in which the landlord provides for a consideration three (3) or more
13 rental dwelling units; but shall not be construed to mean any transient facilities such as boarding
14 houses, tourist homes, inns, motels, hotels, school dormitories, hospitals or medical facilities, any
15 other facilities operated for religious or eleemosynary purposes, continuing care facilities regulated
16 by the State pursuant to Article 70B of the Maryland Annotated Code, and projects authorized
17 under 10 U.S.C. 2828, which allows the U.S. Government to lease housing facilities at or near a
18 military installation for assignment, without rental charge, as family housing for members of the
19 Armed Forces.

20 (14) **Notice** shall mean a written notice unless otherwise specified.

21 (15) **Property Manager** shall mean an individual or company that has been retained to
22 perform and carry out:

23 (A) property rentals by advertising and filling vacancies, negotiating and enforcing
24 leases, and maintaining and securing premises;

25 (B) establishing rental rate(s) by and calculating overhead costs, depreciation, taxes,
26 and profit goals;

27 (C) attracting tenants by advertising vacancies, obtaining referrals from current tenants,
28 explaining advantages of location and services, and showing units;

29 (D) contracting with tenants by negotiating leases and collecting security deposit(s);

30 (E) accomplishing financial objectives by collecting rents, paying bills, forecasting
31 requirements, preparing budget(s), scheduling expenditures, analyzing variances, and initiating

corrective action;

(F) maintaining property by investigating and resolving tenant complaints, enforcing rules of occupancy, inspecting vacant units and completing repairs, planning renovations, contracting with landscaping and snow removal services;

(G) maintaining building systems for maintenance services and supervising repairs;

(H) securing property with security patrol service, installing and maintaining security devices, establishing and enforcing precautionary policies and procedures, and responding to emergencies; or

(I) enforces occupancy policies and procedures.

(16) **Security Measures and Security Equipment** shall mean in multi-family rental housing to include, but is not limited to, the maintenance of garages and parking lots, security gates, entryway locks, lighting, security cameras, alarm systems, fencing and any measures designed to keep common areas of the leased premises under the landlord's control in operable condition.

(17) **Senior Lessee** shall mean a person at least fifty-five (55) years of age at the time the lease or renewal is offered.

(18) **Single-Family Rental Facility** shall mean any building, structure, or combination of related buildings, structures, and appurtenances operated as a single entity or a condominium, in which the landlord provides, for a consideration, one or more rental dwelling units not licensable under the Multifamily Rental Facility provisions; but shall not be construed to mean any transient facilities such as boarding houses, tourist homes, inns, motels, hotels, school dormitories, hospitals or medical facilities, or any other facilities operated for religious or eleemosynary purposes, and projects authorized under 10 U.S.C. 2828, which allows the U.S. Government to lease housing facilities at or near a military installation for assignment, without rental charge, as family housing for members of the Armed Force.

(19) **Tenant** shall mean any person who occupies a rental dwelling unit for living or dwelling purposes.

[(19)] (20) **Tenant with Substantial Loss of Income** shall mean any person who occupies:

(A) a rental dwelling unit for living or dwelling purposes; and

(B) tenant shall mean an existing tenant and does not include a prospective tenant; and

(C) this new provision is provided for tenants that are able to provide proof through

documentation or other objectively verifiable means, that the tenant suffered a Substantial Loss of Income and are therefore unable to make rent payments as a result of the emergency, as defined by the Governor of the State of Maryland's Executive Order Number 20-04-30-01, 20-03-30-01 and 20-05-13-01, as amended and extended by the Governor, and under Section 143A-02 of the Public Safety Article of the Maryland Code.

SECTION 2. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 13-153 of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

SUBTITLE 13. HOUSING AND PROPERTY STANDARDS.

DIVISION 3. LANDLORD-TENANT REGULATIONS.

SUBDIVISION 2. LANDLORD-TENANT CODE.

Sec. 13-153. - Maintenance of property; landlord's responsibility.

(a) Warranty of Habitability. The landlord shall expressly warrant that, at all times during the tenancy, the landlord will comply with all applicable provisions of any Federal, State, County, or municipal statute, Code, regulations, or ordinance governing the maintenance, construction, use, or appearance of the dwelling unit and the property of which it is a part.

(b) Duty to Maintain Facilities and Common Areas. The landlord shall be obligated to maintain all facilities and common areas supplied with the leased dwelling unit and/or as enumerated in the lease.

(c) Promulgate Written Rules with Written Notice to Tenant. The landlord may, however, promulgate written rules to be consistent with the lease governing the use of the leased dwelling unit and the property of which it is a part, so long as the rules are reasonable and are not in violation of the applicable provisions of any Federal, State, County, or municipal law cited above and/or are not inconsistent with the provisions of the lease. The Tenant shall be notified in writing of any changes in the aforesaid rules.

(d) Twenty-Four Hour Access for Emergency Purposes. Any landlord operating three or more rental units in the same facility shall be obligated to maintain a 24-hour telephone number and/or answering service where Tenants may contact the landlord in the event of an emergency affecting the health, safety, or welfare of any Tenant or any property thereof. The landlord shall notify all Tenants of the number in writing and by posting the number in a conspicuous place. The emergency number shall also be included in all leases executed after the effective date hereof. In

the event of a change of the 24-hour emergency number, the landlord shall promptly notify all Tenants of such change.

(e) Security Measures and Security Equipment. The landlord shall ensure compliance with the following standards:

(1) Security equipment provided by the landlord shall be properly installed, properly connected and properly maintained;

(2) Security equipment shall be capable of adequately performing the function for which it was designed; and

(3) Security equipment in multi-family rental housing shall be maintained in safe and good working condition. This requirement shall include, but is not limited to, garages and parking lots, entryway locks, lighting, security cameras, alarm systems, fencing and security gates.

(e-1) Security Measures and Security Equipment for Garden Style Apartments.

(1) Garden Style Apartments shall have at least one camera to cover multiple entrances and exits of each building.

(2) Each security camera shall have at a minimum a resolution of 1080p, and, if the security camera tracks the date and time the time shall be tracked in eastern standard time.

(3) Each landlord shall retain its security camera footage for no less than thirty (30) days, and, if a Tenant, law enforcement officer, person with a bona fide interest requests security camera footage in relation to an incident on the property then landlord shall retain its security camera footage for no less than one hundred eighty (180) days from the date of request.

(f) Security Measures and Security Equipment for High Occupancy Facility(ies).

(1) Each High Occupancy Dwelling Facility shall install and maintain twenty-four (24) hour security camera(s):

(A) on each building and has a field of view of one hundred eighty degrees (180°) with a view of each aperture designated for ingress and egress to include emergency exits; and

(B) at each Common Area(s).

(2) Each security camera shall have at a minimum a resolution of 1080p, and, if the security camera tracks the date and time the time shall be tracked in eastern standard time.

(3) Each landlord shall retain its security camera footage for no less than thirty (30) days, and, if a Tenant, law enforcement officer, person with a bona fide interest requests security camera footage in relation to an incident on the property then landlord shall retain its security camera

footage for no less than one hundred eighty (180) days from the date of request.

(g) Enforcement of Maintenance of Security Equipment in Common Areas. Tenants may bring complaints of defective or malfunctioning safety measures or equipment and related violations of Section 13-153 to:

(1) The landlord, the Property Manager, or the landlord's agent; and

(2) The landlord shall correct the defect or make repair(s) to the defective or malfunctioning safety measures or equipment within fourteen (14) business days; and

(3) If the landlord fails to correct the defect or make repair(s) to the defective or malfunctioning safety measures or equipment within fourteen (14) business days, the Tenant may bring the complaints to the Director of the Department of Permitting, Inspections, and Enforcement (DPIE); and

(4) If DPIE determines that a violation has occurred, DPIE may impose a civil fine or an administrative citation not to exceed five hundred dollars (\$500) for each violation; and

(5) Any civil fine levied pursuant to this section shall be imposed each day the landlord is in violation of this section, and

(6) Any penalty that DPIE imposes for a violation pursuant to this subsection, shall be in addition to any other penalty authorized under Federal, State, County, municipal statute, Code, regulations, case law or ordinance governing the maintenance, construction, use, or appearance of the dwelling unit and the property of which it is a part.

(h) Financial Assistance.

(1) The Director of the Office of Management and Budget may award a one (1) time rebate up to \$5,000 to any High Occupancy Dwelling Facility that is subject to the provisions of this Subdivision for expenditures pertaining to security camera requirements.

SECTION 3. BE IT FURTHER ENACTED that the provisions of this Act are hereby declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

SECTION 4. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)

calendar days after it becomes law.

SECTION 5. BE IT FURTHER ENACTED, pursuant to Chapter 62 of the 2023 Laws of Prince George's County, that dwellings issued an initial use and occupancy permit prior to January 1, 2004, shall have until June 1, 2025 to comply with the mandates of this Act.

Adopted this 12th day of November, 2024.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: Jolene Ivey
Jolene Ivey
Chair

ATTEST:

Donna J. Brown
Donna J. Brown
Clerk of the Council

APPROVED:

DATE: December 12, 2024 BY: Tara H. Jackson
Tara H. Jackson
Acting County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

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