

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2023 Legislative Session

Bill No. CB-066-2023
 Chapter No. 62
 Proposed and Presented by Council Members Blegay, Oriadha, and Burroughs
 Introduced by Council Members Blegay, Oriadha, Burroughs and Dernoga
 Co-Sponsors _____
 Date of Introduction October 3, 2023

BILL

1 AN ACT concerning

2 Landlord-Tenant Regulations - Security Measures and Security Equipment

3 For the purpose of amending provisions of the Prince George's County Code to require
 4 security surveillance at high occupancy dwellings and security guards at age restricted senior
 5 housing residences.

6 WHEREAS, the residents of Prince George's County have the right to feel and be safe while
 7 in transit to and from their dwelling, and

8 WHEREAS, those landlords exercising dominion and control over the commons areas of
 9 multi-family dwellings have not only an obligation, but a duty to the tenants residing therein those
 10 dwelling; and

11 WHEREAS, those portions of the common areas in multi-family rental facilities shall be kept
 12 reasonably safe for tenants; and

13 WHEREAS, this bill will provide safety and security features to be provided by a landlord to
 14 properly install, properly maintain, and that which is installed to be fully functional; to provide for
 15 enforcement of the regulations; and generally relating to security measures and security equipment
 16 in the common areas of multifamily rental facilities.

17 BY repealing and reenacting with amendments:

18 SUBTITLE 13. HOUSING AND PROPERTY STANDARDS.

19 Sections 13-138 and 13-153

20 The Prince George's County Code

21 (2019 Edition; 2022 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 13-138 and 13-153 of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

SUBTITLE 2. HOUSING AND PROPERTY STANDARDS.

DIVISION 3. LANDLORD-TENANT REGULATIONS.

SUBDIVISION 1. GENERAL PROVISIONS.

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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 R[restricted] S[senior] H[housing] shall mean** [means] 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 F[f]ide C[c]omplaint, R[r]esponse, or E[e]ffort** 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.

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

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

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

(13) **Multifamily Rental Facility** shall mean any building, structure, or combination of related buildings, structures, and appurtenances, operated as a single entity, housing cooperative (“COOP”), or a condominium, in which the landlord provides for a consideration three (3) or more rental dwelling units; 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, any other facilities operated for religious or eleemosynary purposes, continuing care facilities regulated by the State pursuant to Article 70B of the Maryland Annotated Code, 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 Forces.

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

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

- (A) property rentals by advertising and filling vacancies, negotiating and enforcing leases, and maintaining and securing premises;
- (B) establishing rental rate(s) by and calculating overhead costs, depreciation, taxes, and profit goals;
- (C) attracting tenants by advertising vacancies, obtaining referrals from current tenants, explaining advantages of location and services, and showing units;
- (D) contracting with tenants by negotiating leases and collecting security deposit(s);
- (E) accomplishing financial objectives by collecting rents, paying bills, forecasting 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 M[m]easures and S[s]ecurity E[e]quipment** shall mean in multi-family rental housing to include [includes], 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 [reasonably safe] condition.
- (17) **Senior L[l]essee** shall mean [means] 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) Tenant w[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.

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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 a[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 w[W]ith 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 f[F]or 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.

(f) **Security Measures and Security Equipment for High Occupancy Facility(ies) [Apartment Building(s)].**

(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 [oran] 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) [(5)] 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

1 of which it is a part.

2 (h) **Financial Assistance.**

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

7 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby
8 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,
9 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of
10 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words,
11 phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since
12 the same would have been enacted without the incorporation in this Act of any such invalid or
13 unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

14 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect on forty-five (45)
15 calendar days after it becomes law.

16 SECTION 4. BE IT FURTHER ENACTED that dwellings issued an initial use and
17 occupancy permit prior to January 1, 2004, shall have until June 1, 2024, to comply with the
18 mandates of this Act.

Adopted this 31st day of October, 2023.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Thomas E. Dernoga
Chair

ATTEST:

Donna J. Brown
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Angela D. Alsobrooks
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.

THE COUNTY EXECUTIVE HAVING FAILED TO RETURN THIS BILL WITH
EITHER HER APPROVAL OR VETO WITHIN TEN (10) DAYS AFTER THE
DATE OF ITS PRESENTATION TO HER, THIS BILL BECAME LAW ON
NOVEMBER 30, 2023.