

Chapter 18 - RENTAL FACILITIES AND LANDLORD-TENANT RELATIONS¹¹

Footnotes:

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Editor's note— In the absence of provisions indicating otherwise, violations of this chapter are municipal infractions. See § 1-19. See also § 1-11.

Cross reference— Buildings and building regulations, Ch. 5; property maintenance code, § 5-286 et seq.; condominium conversions, § 7-16 et seq.

State Law reference— Landlord and tenant relations, Anno. Code of Md., Real Property Article, § 8-101 et seq.

ARTICLE I. - IN GENERAL

Sec. 18-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory apartment means a second dwelling unit that is part of, or attached to, an existing single detached dwelling unit and which contains cooking, eating, sanitation, and sleeping facilities. An accessory apartment is subordinate to the main dwelling unit.

Agent means a person authorized to do the following on behalf of the landlord/owner:

- (1) Make, contract for, and authorize necessary repairs to the rental facility;
- (2) Comply with the orders, notices and requests of the City Manager and the Commission on Landlord-Tenant Affairs;
- (3) Accept all communications, notices, orders and all types of service of process, including, but not limited to, municipal infraction citations relating to the rental facility. The agent may, but need not be, the operator of the rental facility.

City Manager means the City Manager or any employee, department, officer or agency of the City designated by the City Manager to carry out the duties and responsibilities ascribed to the City Manager under this chapter.

Defective tenancy means any condition in a rental facility constituting a violation of the terms of the lease (including a reduction or elimination of service or equipment for which the landlord has responsibility to maintain and which had been provided at the commencement of the tenancy), any provision of this chapter, or any applicable law, ordinance, regulation or code, or where a landlord or tenant otherwise fails to comply with or violates any provision of this chapter.

Dwelling unit means a building, or portion thereof, providing complete living facilities for not more than one (1) family, as defined by chapter 25 (Zoning). "Dwelling unit" includes accessory apartments. "Dwelling unit" also includes property that is available for use in connection with the occupancy of the dwelling unit.

Cross reference— Zoning definitions, § 25.03.02.

Inn means any structure or combination of related structures operated as a single entity containing rooms or suites of rooms designed and intended primarily for the temporary lodging of guests, and which are available to the general public for compensation. For purposes of this chapter, such rooms or suites of rooms shall be considered to be dwelling units.

Inspection means an examination of a rental facility or any part thereof as the City Manager deems appropriate to carry out the purposes of this chapter.

Landlord means the owner of a rental facility. In the case of a cooperative housing structure, any person having an ownership interest in the legal entity which holds title to the cooperative housing structure and is entitled to exclusive use of the dwelling unit that is rented.

Lease means any agreement that establishes or modifies the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of a dwelling unit within a rental facility.

Multiple-unit dwelling means a building containing three (3) or more dwelling units, which may or may not share a common entry.

Operator means any person who has charge, care or control of a rental facility, who is responsible for the daily management of the facility and who has the authority to make minor and emergency repairs and receive complaints. "Operator" includes but is not limited to any of the following persons who exercise the foregoing authority and responsibility: a landlord, lessee, sublessee and any vendee in possession. "Operator" does not include those persons engaged solely in janitorial functions.

Owner means:

- (1) Any person having a legal or equitable interest in the rental facility, including, but not limited to a mortgagee and an assignee of rents;
- (2) Any person who, alone or jointly or severally with others, shall have the charge, care, or control of any structure as executor, administrator, trustee or guardian of the estate of the owner.
- (3) Any person whose name appears on the property tax bill.

Rent means the amount charged for the right to possession and use of a dwelling unit within a rental facility, including any required recurrent charge therefor and any required charge for the use of services and property in connection therewith.

Rental facility means any structure or portion thereof, or combination of related structures and appurtenances, operated as a single entity, which the owner or operator thereof provides for a consideration one (1) or more dwelling units. "Rental facility" includes rental multiple unit dwelling, single dwelling units, accessory apartments, inns, hotels, motels, individual condominium or cooperative dwelling units, etc. "Rental facility" does not include nursing homes, hospices, and other residential medical or psychiatric care facilities.

Rental multiple-unit dwelling (apartment) means a multiple-unit dwelling building operated as a single entity where dwelling units are rented on a minimum of a monthly basis. "Multiple rental unit dwelling" does not include multiple-unit dwelling buildings containing condominium or cooperative dwelling units, or other attached dwelling units, where such units are under different ownership.

Security deposit means any payment of money, including the payment of the last month's rent in advance of the time it is due, given to the landlord against nonpayment of rent or damage to the leased premises.

Single dwelling unit means a building containing not more than one (1) dwelling unit plus no more than one (1) accessory apartment approved by special exception pursuant to chapter 25 (Zoning). For purposes of this chapter only, "single dwelling unit" also includes attached dwelling units where the units are under separate ownership, including townhouses and cooperative and condominium units within a multiple-unit dwelling.

Tenant means any person who occupies a dwelling unit for living or dwelling purposes with the landlord's consent and upon payment of the required rent.

(Laws of Rockville, Ch. 26, § 1-103; Ord. No. 25-90, § 1, 9-10-90; Ord. No. 8-09, § 1, 3-9-09)

Sec. 18-2. - Purposes and policies.

The underlying purposes and policies of this chapter are:

- (1) To simplify and clarify the law governing the rental of dwelling units;
- (2) To encourage landlords and tenants to maintain and improve the quality of housing in the City;
- (3) To assure fair and equitable relations between landlords and tenants.

(Laws of Rockville, Ch. 26, § 1-102)

Sec. 18-3. - Applicability.

This chapter shall apply to all rental facilities within the City and to all leases and rental agreements concerning rental facilities within the City, wherever executed. This chapter shall apply to rental facilities owned and/or operated by any public housing authority, and to rental facilities which are subject to Federal or State law, rule or regulation only to the extent that Federal or State law, rule or regulation does not conflict with and is not inconsistent with the provisions and requirements of this chapter.

(Laws of Rockville, Ch. 26, § 1-104)

Sec. 18-4. - Interpretation.

- (a) The provisions of this chapter shall be liberally interpreted so as to effectuate its underlying purposes and policies.
- (b) The provisions and requirements of this chapter shall be in addition to any provision or requirement of any other applicable law, rule or regulation and it shall not be deemed to interfere with, abrogate, annul, or otherwise affect in any manner any agreements between parties, unless such agreements conflict with the provisions of this chapter.
- (c) To the extent that the provisions of this chapter conflict with state general public law, state law shall prevail.

(Laws of Rockville, Ch. 26, § 1-105)

Sec. 18-5. - Penalty.

A violation of any provision of this chapter shall constitute a municipal infraction. No penalty shall be imposed for that period of time when an alleged violation is the subject of an investigation or before the Commission on Landlord-Tenant Affairs, or when the violation is the subject of an order which is complied with or when a good faith effort is made to correct the violation or comply with an order.

(Laws of Rockville, Ch. 26, § 5-301)

Cross reference— Municipal infractions, § 1-9; failure to comply with order of Commission on Landlord-Tenant Affairs or panel thereof, § 18-61.

Sec. 18-6. - Ceasing operations in lieu of compliance.

Where a person, rather than comply with an order of the Commission on Landlord-Tenant Affairs, chooses to cease to conduct or operate a rental facility, he shall give any tenant occupying the premises in question sixty (60) days' written notice to vacate the premises, the period to begin on the first day of the month following service of the notice. A copy of the notice must be delivered to the City Manager. No penalty will be imposed during the sixty (60) day period that tenants have to vacate the facility, provided

that the holder of the license to conduct or operate the rental facility relinquishes it and submits it to the City Manager.

(Laws of Rockville, Ch. 26, § 5-302)

Sec. 18-7. - Failure to comply with summons.

Failure to comply with a summons issued pursuant to this chapter shall be unlawful and shall be subject to appropriate legal action being taken by the City Attorney on behalf of the Commission on Landlord-Tenant Affairs as may be necessary to enforce the summons.

(Laws of Rockville, Ch. 26, §§ 2-205(c), 5-201(c))

Secs. 18-8—18-20. - Reserved.

ARTICLE II. - ADMINISTRATION

DIVISION 1. - GENERALLY

Sec. 18-21. - Functions of City Manager.

The City Manager shall have the authority and duty:

- (1) To issue, deny, revoke or suspend licenses required by this chapter, and to conduct any investigation necessary thereto;
- (2) To initiate and conduct investigations and conciliations of any alleged or apparent violation of this chapter or any complaint filed hereunder;
- (3) To encourage landlords to meet with bona fide tenant associations or organizations upon a good faith request by such association or organization;
- (4) To assist the Commission on Landlord-Tenant Affairs in carrying out its duties and implementing the mandate of Commission rules and/or regulations promulgated pursuant to the provisions of this chapter.

(Laws of Rockville, Ch. 26, § 2-101)

Secs. 18-22—18-35. - Reserved.

DIVISION 2. - COMMISSION ON LANDLORD-TENANT AFFAIRS^[2]

Footnotes:

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Cross reference— Boards and commissions generally, § 2-216 et seq.

Sec. 18-36. - Established.

There is hereby established a City Commission on Landlord-Tenant Affairs.

(Laws of Rockville, Ch. 26, § 2-201)

Sec. 18-37. - Composition and appointment.

- (a) The Commission on Landlord-Tenant Affairs shall consist of seven (7) members who reside within the City, or in the case of landlords and operators, who own or operate rental facilities within the City. Two (2) of the members shall be landlords or operators of rental facilities selected from nominations made by organizations representing landlords. Two (2) of the members shall be tenants whose livelihood does not derive in whole or in significant part from the ownership and/or management of rental property, selected from nominations made by organizations representing tenants. Three (3) members shall be selected from the public at large from persons who are neither tenants nor landlords nor whose livelihood is derived in whole or in significant part from the ownership and/or management of rental property. Prior to selected representatives of landlords and tenants, recommendations for members shall be requested from all organizations within the City representing either landlords or tenants. If no nominations are received within a time limit specified by the Mayor, appointments may be made without nominations.
- (b) To assist the commission in the expeditious disposition of its duties and responsibilities and to ensure that each of the aforementioned groups is adequately represented, there shall be one (1) alternate member for each group. The alternate members shall be hereafter nominated, appointed and confirmed in the same manner prescribed for other members of the Commission as set forth in subsections (a) and (b) of this section. Each alternate member of the Commission shall continue to serve until a successor has been appointed and has been confirmed. Alternate members shall have voting privileges only when acting in the stead of an absent Commission member of the group which the alternate represents.
- (c) For the purpose of subsection (a) of this section, the livelihood of a member shall be deemed to be derived in significant part from the ownership and/or management of rental property when the member or the member's spouse or the minor child of either the member or the member's spouse, jointly or severally, owns a total of more than three (3) percent of the invested capital or capital stock of any group, firm, corporation or association owning or managing rental property or receives a total combined compensation of more than five thousand dollars (\$5,000.00) per year from any individual, group, firm, corporation or association owning or managing rental property.

(Laws of Rockville, Ch. 26, § 2-201)

Sec. 18-38. - Terms of members.

The terms of the members and alternate members of the Commission on Landlord-Tenant Affairs shall be for three (3) years. Each member of the commission shall continue to serve until a successor has been appointed and confirmed. The term of any member of the Commission shall immediately terminate in the event that member changes status as a landlord, a tenant, or a member of the public at large or ceases to reside or own or operate any rental facility within the City.

(Laws of Rockville, Ch. 26, § 2-202)

Sec. 18-39. - Powers and duties generally.

In addition to any other power, duty or responsibility provided in this chapter, the Commission on Landlord-Tenant Affairs shall:

- (1) Be empowered to enforce the provisions of this chapter through any appropriate means, including but not limited to:
 - a. The use of the services of any department or other staff of the City;

- b. The imposition of an award of money damages against a landlord or tenant for the benefit of either as may be provided for in this chapter;
 - c. The ordering of repairs by a landlord or tenant;
 - d. The investigation and conciliation of any violations of this chapter or any complaints filed hereunder and the investigation of any matter relating to any license to operate a rental facility;
 - e. The revocation or suspension of any license to operate a rental facility; and
 - f. Requesting appropriate legal action be taken by the City Attorney's office;
- (2) Hear appeals from decisions of the City Manager as provided for in this chapter;
 - (3) Have the power to summon the attendance of all witnesses and the production of all documents and information it deems necessary. A summons so issued must be signed by the chairperson of the Commission or the chairperson's designee and shall require the attendance of named persons and/or the production of relevant documents and records;
 - (4) Subject to the approval of the Council, the Commission shall adopt and amend rules and/or regulations which shall not conflict with this chapter or any other applicable law or regulation, as the Commission deems necessary to implement the provisions of this chapter, including but not limited to provisions for calling and conducting meetings, hearings and appeals held pursuant to this chapter and for issuing findings, opinions and orders, and provisions dealing with the use and function of alternate members;
 - (5) Provide such information as may be requested by the Council or the City Manager.

(Laws of Rockville, Ch. 26, § 2-205)

Sec. 18-40. - Meetings; quorum; voting.

- (a) The chairperson shall schedule meetings of the Commission as frequently as may be necessary for the Commission to perform duties or as may be provided by any rules and/or regulations adopted by the Commission.
- (b) The Commission may provide in its rules and/or regulations for the conducting of business in a noncontested matter or where not objected to by the parties involved by polling the Commission or Commission panel by telephone or otherwise.
- (c) When a member is absent, the alternate member who represents the same group shall be counted for purposes of a quorum and shall participate in the Commission proceeding in place of the absent member.

(Laws of Rockville, Ch. 26, § 2-206)

Sec. 18-41. - Commission panels.

- (a) Following a majority vote of those members of the Commission on Landlord-Tenant Affairs present that the action is warranted by the size of the caseload or length of required hearings, the chairperson of the Commission may designate three (3) members of the Commission, one (1) of whom shall be a tenant member, one (1) of whom shall be a landlord member and one (1) of whom shall be a public-at-large member, to sit as a panel to conduct a hearing on any complaint or appeal pending before the Commission. The chairperson shall designate one (1) panel member to serve as panel chairperson. Depending upon the extent to which panels are used, the chairperson of the Commission will endeavor to rotate panel membership from time to time among members of the Commission.

- (b) In the event any matter is heard by a Commission panel designated pursuant to this section, all panel members so designated must be present to conduct the hearing, except that an appropriate alternate Commission member may substitute for a panel member, and all official action by the panel shall be taken by the vote of not less than two (2) members of the panel.
- (c) Except as may be otherwise provided in this chapter or in rules and/or regulations adopted by the Commission, the provisions of this chapter pertaining to the conduct of hearings before the Commission shall apply to hearings conducted by Commission panels.
- (d) Decisions of a Commission panel are appealable by an aggrieved party to the full Commission. All such appeals shall be heard on the record established before the panel.
- (e) If a Commission panel is unable to decide any complaint or appeal pending before it due to a tie vote resulting from the failure of any panel member to vote, such complaint or appeal shall be referred to the entire Commission for a decision by it based upon the record established before the Commission panel.

(Laws of Rockville, Ch. 26, § 2-207)

Secs. 18-42—18-55. - Reserved.

DIVISION 3. - COMPLAINTS

Sec. 18-56. - Filing.

- (a) Any landlord or tenant who has reason to believe that a defective tenancy exists and/or has been created or permitted to exist by the other party to the lease or rental arrangement, may file a written complaint with the City Manager, which complaint shall state the name and address of the alleged offending landlord or tenant, the rental facility in question, and the particulars of the alleged defective tenancy or violation.
- (b) A complaint may be filed only after the complainant has given the alleged offending party written notice of the alleged defective tenancy and such party has failed to make a good faith effort to rectify the defective condition within one (1) week after the notice has been given.
- (c) Any complaint alleging matters which may also be in violation of another ordinance of the City may be referred to the department, agency, or individual primarily responsible for the enforcement of such other ordinance for appropriate action.

(Laws of Rockville, Ch. 26, § 5-101)

Sec. 18-57. - Investigation.

Upon the filing of any complaint under this chapter, the City Manager shall make such investigation as is deemed appropriate to ascertain whether there are reasonable grounds to believe that the allegation is true and to determine whether a defective tenancy exists. If at any time after a complaint is filed, the City Manager believes the health, safety, welfare or well-being of a tenant is placed in immediate and present danger, he shall be authorized to take immediate action to provide appropriate relief including notification to the Commission on Landlord-Tenant Affairs which shall determine in accordance with its rules and/or regulations whether or not an emergency meeting of the Commission is necessary.

(Laws of Rockville, Ch. 26, § 5-102)

Sec. 18-58. - Procedure following investigation; conciliation.

- (a) If the City Manager, in investigating a complaint, determines that there are no reasonable grounds to believe that a defective tenancy exists, the City Manager shall so inform the Commission on Landlord-Tenant Affairs, in writing, and the Commission may, in its discretion, determine whether or not the complaint is bona fide, and order dismissal of the complaint, or order such further investigation as deemed appropriate, provided that no complaint shall be dismissed without a hearing if objection is made thereto by the complaining party.
- (b) If the City Manager, in investigating a complaint, determines that there are reasonable grounds to believe that a defective tenancy exists, the City Manager shall attempt to conciliate the matter by methods of initial conference and persuasion with all interested parties and such representatives as the parties may choose to assist them. Conciliation conferences shall be informal and confidential and nothing said or done during such initial conferences shall prejudice the rights of the parties.

(Laws of Rockville, Ch. 26, § 5-103)

Sec. 18-59. - Conciliated complaints.

- (a) If a complaint under this chapter is conciliated, the terms of conciliation agreed to by the parties may be reduced to writing and incorporated into a consent agreement to be signed by the parties. The agreement shall be for conciliation purposes only and does not constitute an admission by any party that a violation of this chapter has occurred or that a defective tenancy exists.
- (b) It shall be unlawful to fail to adhere to any provision contained in a consent agreement. Any failure by the Commission on Landlord-Tenant Affairs to enforce a violation of any provision of a consent agreement shall not constitute a waiver of any rights of the nonviolating party or the Commission contained in such agreement.

(Laws of Rockville, Ch. 26, § 5-104)

Sec. 18-60. - Failure to conciliate complaints.

The City Manager shall notify the Commission on Landlord-Tenant Affairs and the Commission may thereafter schedule a hearing to determine whether a defective tenancy exists, if the City Manager:

- (1) Fails to conciliate a complaint after the parties have, in good faith, attempted such conciliation;
- (2) Fails to effect an informal conciliation agreement or formal consent agreement;
- (3) Determines that a complaint is not susceptible to conciliation.

(Laws of Rockville, Ch. 26, § 5-105)

Secs. 18-61—18-75. - Reserved.

DIVISION 4. - COMMISSION HEARINGS AND ACTIONS

Sec. 18-76. - Hearings generally.

- (a) When a hearing before the Commission on Landlord-Tenant Affairs or a Commission panel deals with a controversy arising under the provisions of this chapter, the Commission shall serve upon the person against whom a complaint has been filed (designated as the "respondent") a summons and a statement of charges and shall serve upon all interested parties a notice of the time and place of hearing. The respondent or an authorized representative thereof may file such statement with the Commission prior to the hearing date as may be deemed necessary in support of respondent's position.

- (b) The hearing shall be open to the public; except, that either the complaining party or the respondent may request, in writing, a private hearing, which may be granted at the discretion of the Commission.
- (c) The hearing shall be held not less than twelve (12) days and not more than thirty (30) days after service of the statement of charges and summons, unless otherwise agreed to by the parties. The commission shall have the power to summon all witnesses it deems necessary. The summons so issued must be signed by the chairperson of the Commission or a designee and shall require the attendance of named persons and the production of relevant documents and records.
- (d) The complaining party and the respondent may, at their option, appear before the Commission in person or by duly authorized representatives and may have the assistance of an attorney. The parties may present testimony and evidence which shall be given under oath or by affirmation.
- (e) The Commission shall keep a full record of the hearing which record, if the hearing is public, shall be open to inspection by any person, and, upon request by any principal party to the proceeding, the Commission shall furnish such party with a copy of the hearing record at such charges as are necessary to meet the costs.
- (f) The Commission may extend the time for any hearing and the issuance of any findings, opinions and orders.

(Laws of Rockville, Ch. 26, § 5-201)

Sec. 18-77. - Relief pending commission hearing.

If, at any time after a complaint has been filed, the Commission on Landlord-Tenant Affairs believes that appropriate civil action to preserve the status quo or to prevent irreparable harm appears advisable, the Commission may refer the matter to the City Attorney to bring any action necessary to preserve such status quo or to prevent such irreparable harm, including but not limited to temporary restraining orders and preliminary injunctions.

(Laws of Rockville, Ch. 26, § 5-202)

Sec. 18-78. - Defective tenancy not found.

If, at the conclusion of the hearing, the Commission on Landlord-Tenant Affairs or Commission panel determines, upon the preponderance of the evidence of record, that the respondent has not violated or caused a defective tenancy or has not allowed a defective tenancy to continue for an unreasonable period of time, the Commission or Commission panel shall state and publish its findings, including whether or not the complaint was bona fide and issue an order dismissing the complaint or an order providing any other action deemed appropriate.

(Laws of Rockville, Ch. 26, § 5-203)

Sec. 18-79. - Violation or defective tenancy found.

- (a) If, at the conclusion of the hearing, the Commission on Landlord-Tenant Affairs or Commission panel determines, upon the preponderance of the evidence of record, that a defective tenancy exists, the Commission or Commission panel shall state its findings and issue an order. Such order shall require the respondent to cease and desist from such unlawful conduct and to take such appropriate action as will effectuate the purposes of this chapter. The order shall also contain a notice that if the Commission determines that the respondent has not, after fifteen (15) calendar days following service of the Commission's order or Commission panel's order, made a good faith effort to comply with the order, the Commission may cause a municipal infraction citation to be issued and/or refer the matter to the City Attorney for enforcement.

- (b) Where the Commission or Commission panel finds that a landlord has caused a defective tenancy, the Commission or Commission panel may order one (1) or more or all or part of the following remedies to benefit all affected tenants:
 - (1) Immediate termination of their leases, and return of their security deposits and all rental monies already paid to the landlord from the period the landlord was notified of the condition, and relief from any and all future obligations under the terms of the leases. Where the termination of a lease is ordered, the dwelling unit shall be vacated within a reasonable period of time.
 - (2) An award of damages to be paid by the landlord sustained as a result of the defective tenancy, such damages being determined as the actual damage or loss. In the case of damages to persons or property, an award for damages shall not exceed two thousand dollars (\$2,000.00) per affected dwelling unit. In the case of loss of services or equipment for which the landlord has responsibility to maintain and which had been provided at the commencement of tenancy, damages may be awarded in an amount equal to the value of the amenity lost and/or a reduction in rent may be ordered in an amount commensurate with the actual cost savings accruable to the landlord as a result of the reduction of services or equipment.
 - (3) An amount to be paid by the landlord equivalent to a reasonable expenditure adequate to obtain temporary substitute rental housing in the area.
- (c) Where the Commission or Commission panel finds that a tenant has caused a defective tenancy, the landlord may be entitled to one (1) or more or all or part of the following remedies as ordered by the Commission or Commission panel:
 - (1) The landlord may immediately terminate the lease and gain possession in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland;

State Law reference— Right to gain possession of premises, Anno. Code of Md., Real Property Article, § 8-402(b).

- (2) An award of damages to be paid by the tenant to the landlord sustained as a result of the defective tenancy, such damages being determined as the actual damage or loss but not exceeding two thousand dollars (\$2,000.00) with a credit for any damages which may have been deducted from the security deposit;
- (3) Other remedies as may be available to the landlord under state law.
- (d) Any award of damages or money under this section not paid within thirty (30) days from such award may be enforced by the landlord or tenant to whom the award was granted in any court of competent jurisdiction, and any such court is authorized to grant judgment for such monies plus interest from the date of the award.

(Laws of Rockville, Ch. 26, § 5-204)

Sec. 18-80. - Failure to comply with orders.

It is a violation to fail to comply with any order issued by the Commission on Landlord-Tenant Affairs or a panel thereof.

(Laws of Rockville, Ch. 26, § 5-301)

Sec. 18-81. - Appeal to court.

Any person aggrieved by a final action of the Commission on Landlord-Tenant Affairs rendered under this chapter may appeal to the Circuit Court for the County in accordance with the Maryland Rules as set forth in Title 7, Chapter 200.

(Laws of Rockville, Ch. 26, §§ 3-110, 5-304; Ord. No. 8-09, § 2, 3-9-09)

Secs. 18-82—18-95. - Reserved.

ARTICLE III. - RENTAL FACILITY REQUIREMENTS

DIVISION 1. - GENERALLY

Secs. 18-96—18-110. - Reserved.

DIVISION 2. - LICENSE

Sec. 18-111. - Required.

It shall be unlawful to conduct or operate within the City a rental facility without having first obtained a license to operate or conduct such rental facility. It shall be unlawful to operate a rental facility within the city under an expired, revoked, or suspended license.

(Laws of Rockville, Ch. 26, § 3-101)

Sec. 18-112. - Classes.

There shall be the following classes of rental facility licenses:

- (1) Innkeeper's license;
- (2) Rental multiple-unit dwelling (apartment) license;
- (3) Single dwelling unit rental license. Where a single dwelling unit contains, or is attached to an accessory apartment, a single dwelling unit rental license may only be issued for that part of the building excluding the accessory apartment. In no case may a rental license be issued for a single dwelling unit and for an accessory apartment on the same lot;
- (4) Accessory apartment rental unit license. No license may be issued for an accessory apartment where another rental residential use exists on the same lot.

(Laws of Rockville, Ch. 26, § 3-102; Ord. No. 25-90, § 2, 9-10-90; Ord. No. 8-09, § 3, 3-9-09)

Sec. 18-113. - Application; fees.

- (a) Application for a license required hereunder shall be made by or on behalf of the owner of the rental facility on a form provided by the City and shall be accompanied by a fee as may be provided by resolution of the Council.
- (b) If the owner of the rental facility is a corporation, the corporation shall be qualified to do business in the State as provided by State law.
- (c) All corporate owners and owners residing outside the State shall have an agent as defined herein, who shall reside in the State, and shall certify to the City Manager the name, address and telephone number of such agent and shall keep such information current.

(Laws of Rockville, Ch. 26, § 3-103)

Sec. 18-114. - Inspections.

Rental facilities shall be inspected:

- (1) Upon the receipt of a completed application for a rental facility license;
- (2) Prior to the renewal of a rental facility license;
- (3) In the case of single-family dwellings, upon the termination of one (1) tenancy and before the occupancy of a new tenant.
- (4) In the case of a rental accessory apartment, upon the termination of one (1) tenancy and before the occupancy of a new tenant. Both the accessory apartment and the main structure to which it is attached, or included in, shall be inspected.

(Laws of Rockville, Ch. 26, § 3-104; Ord. No. 25-90, § 3, 9-10-90)

Sec. 18-115. - Renewal.

Licenses issued under this division for single-family dwellings shall be renewable every two (2) years and all other licenses issued under this division shall be renewable annually at fees as may be provided by resolution of the Council. Applications for the renewal of licenses shall be made at least thirty (30) days prior to the expiration date of the existing license.

(Laws of Rockville, Ch. 26, § 3-105)

Sec. 18-116. - Form; display.

The person to whom any rental facility license is issued shall display it in the lobby, vestibule, rental office or other prominent public place on the premises for which the license is issued during the entire period it is in effect. A telephone number where the operator or representative thereof may, in fact, be reached at all times shall be included on the license. In the case of a single-family dwelling rental unit, it is sufficient if a copy of the license is provided the tenant.

(Laws of Rockville, Ch. 26, § 3-106)

Sec. 18-117. - Transferability.

- (a) A license holder must give the City Manager written notification of any change in address or transfer of property ownership within ten (10) days of such change or transfer.
- (b) No license is transferable. Upon sale of a rental facility, the new owner shall file an application for a new rental facility license accompanied by the appropriate fee.
- (c) Whenever the ownership of the rental facility changes hands, it shall be the duty of the transferor to notify all tenants of the rental facility of the name, address and office location of the transferee and of the transferee's agent.

(Laws of Rockville, Ch. 26, § 3-107; Ord. No. 8-09, § 3, 3-9-09)

Sec. 18-118. - Denial, revocation or suspension.

- (a) A rental facility license may be revoked or suspended and a renewal may be denied at any time by the City Manager if the landlord after ten (10) working days' written notice fails to eliminate or to initiate good faith efforts to eliminate violations of this chapter or of other applicable laws, rules or regulations. Revocation, denial or suspension of a license shall be in addition to, and not in substitution for, such other penalties as may be provided for violations by any ordinance. A license

shall be revoked only for that portion of a building or group of buildings in which a defective tenancy is found to exist.

- (b) In the event that a license is revoked or suspended or any application for license renewal is denied, and the landlord of the premises for which the license had been issued or applied for chooses to cease renting the facility regulated hereunder, he shall give any tenants occupying the premises in question sixty (60) days' written notice to vacate the premises, such period to begin on the first day of the month following service of such notice. In addition, a copy of the notice must be delivered to the City Manager.

(Laws of Rockville, Ch. 26, § 3-108)

Sec. 18-119. - Administrative appeals.

- (a) Any person aggrieved by an action of the City Manager under the provisions of this article may, within ten (10) working days of receipt of written notice of such action, appeal such action to the Commission on Landlord-Tenant Affairs by filing a notice of appeal with the City Clerk. Except in the case of the revocation of a license, an appeal shall not operate to stay the action of the City Manager unless the action is stayed by order of the Commission for good cause shown.
- (b) Within fifteen (15) working days of the filing of the notice of appeal the Commission, or a panel designated pursuant to section 18-43 shall conduct a hearing at which time an opportunity to be heard shall be given to the person aggrieved. The hearing shall be open to the public and records and minutes shall be maintained by the Commission.
- (c) Unless otherwise provided by Commission rules or regulations, the Commission or Commission panel shall by order, within ten (10) working days after such hearing, either reverse, modify or affirm the action appealed and shall issue its findings, opinions, and orders in writing and provide a copy thereof to the parties involved.

(Laws of Rockville, Ch. 26, § 3-109)

Secs. 18-120—18-125. - Reserved.

DIVISION 3. - MINIMUM FACILITIES REQUIREMENTS

Sec. 18-126. - Inns.

All persons required under this chapter to obtain an innkeeper's license shall provide the following minimum facilities and services:

- (1) Daily change of bedroom and bathroom linens in each dwelling unit, unless the occupant thereof otherwise requests, but in no event shall bedroom and bathroom linens remain unchanged for more than three (3) successive days;
- (2) Daily maid service in each dwelling unit unless the occupant thereof otherwise requests, but in no event shall maid service not be provided for more than three (3) successive days;
- (3) Telephone service to each dwelling unit with a central switchboard maintained at least twenty-four (24) hours per day;
- (4) One (1) chest of drawers per dwelling unit;
- (5) One (1) single bed per person or one (1) double bed per two (2) persons occupying the dwelling unit;
- (6) Two (2) chairs per dwelling unit;
- (7) Curtains or venetian blinds on all windows;

- (8) Two (2) lamps per dwelling unit; and
- (9) A central desk staffed at least sixteen (16) hours per day.

(Laws of Rockville, Ch. 26, § 3-201)

Sec. 18-127. - Rental multiple-unit dwellings.

All persons required under this chapter to obtain a rental multiple-unit dwelling (apartment house) license shall provide the following minimum facilities and services:

- (1) The operator or representative thereof residing on the premises of the rental facility licensed. In the case of a structure or combination of related structures containing less than one hundred (100) dwelling units, there may be provided in lieu of the operator a notice posted conspicuously in all public areas advising the occupants of a local telephone number where the operator may, in fact, be reached at all times;
- (2) One (1) receptacle for the receipt of mail per dwelling unit;
- (3) One (1) bathroom containing a water closet, lavatory and either a bathtub or a shower per dwelling unit; and
- (4) Operational kitchen facilities in each dwelling unit, including a four (4) burner stove with oven or equivalent appliance, refrigerator with freezing compartment and sink with hot and cold running water, unless the lessee, in fact, provides the same.

(Laws of Rockville, Ch. 26, § 3-202; Ord. No. 8-09, § 3, 3-9-09)

Editor's note— Ord. No. 8-09, § 3, adopted March 9, 2009, changed the title of section 18-127 from "Multiple-family dwellings" to "Rental multiple-unit dwellings." The historical notation has been preserved for reference purposes.

Sec. 18-128. - Single dwelling units.

All persons required under this chapter to obtain a single dwelling unit license shall provide the following minimum facilities and services:

- (1) One (1) receptacle for the receipt of mail per dwelling unit;
- (2) One (1) bathroom containing a water closet, lavatory and either a bathtub or a shower per dwelling unit;
- (3) Operational kitchen facilities in each dwelling unit, including a four (4) burner stove with oven or equivalent appliance, refrigerator with freezing compartment, and sink with hot and cold running water, unless the lessee, in fact, provides the same; and
- (4) A copy of a notice advising the occupants of a local telephone number where the operator may be reached at all times.

(Laws of Rockville, Ch. 26, § 3-203; Ord. No. 8-09, § 3, 3-9-09)

Editor's note— Ord. No. 8-09, § 3, adopted March 9, 2009, changed the title of section 18-128 from "Single-family dwelling units" to "Single dwelling units." The historical notation has been preserved for reference purposes.

Sec. 18-129. - Accessory apartments.

All persons required under this chapter to obtain an accessory apartment rental unit license shall provide the following minimum facilities and services:

- (1) One (1) bathroom within the accessory apartment containing a water closet, lavatory and either a bathtub or a shower supplied with hot and cold water at all times;
- (2) Operational cooking facilities within the accessory apartment including a four (4) burner stove with oven or equivalent appliance, refrigerator with freezing compartment, and sink with hot and cold running water;
- (3) Every accessory apartment shall have safe, unobstructed means of egress leading to safe and open space at ground level, as required by the Building Code;
- (4) Every accessory apartment shall contain an electrical smoke detector which is operable at all times.

(Ord. No. 25-90, § 4, 9-10-90; Ord. No. 8-09, § 3, 3-9-09)

Editor's note— Ord. No. 8-09, § 3, adopted March 9, 2009, repealed section 18-129 in its entirety and subsequently renumbered section 18-130 as 18-129. Formerly, section 18-129 pertained to rooming houses, and derived from the Laws of Rockville, ch. 26, § 3-204.

Secs. 18-130—18-135. - Reserved.

ARTICLE IV. - LANDLORD-TENANT RIGHTS AND OBLIGATIONS

DIVISION 1. - GENERALLY

Secs. 18-136—18-145. - Reserved.

DIVISION 2. - LEASES^[3]

Footnotes:

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State Law reference— Residential leases, Anno. Code of Md., Real Property Article, § 8-201 et seq.

Sec. 18-146. - Contents.

All leases or agreements for the occupancy of a dwelling unit in a rental facility located in the City, except those subject to the requirement of an innkeeper's license, must:

- (1) Be offered for an initial term of one (1) year to be accepted at the prospective tenant's option, unless a reasonable cause exists for offering an initial term of other than one (1) year; provided:
 - a. For purposes of this paragraph, "reasonable cause" means those situations which would create undue hardship or expense for a landlord to enter into a one (1) year lease. Such situations may include the sale of a dwelling unit with settlement to occur within a one (1) year period, a bona fide contract to sell within a one (1) year period or a planned conversion to a condominium or cooperative within a one (1) year period. When the landlord claims such a cause, a statement citing the reasonable cause and advising the prospective tenant of his right to challenge the statement by filing a complaint with the City

Manager shall be included as an addendum to the lease, signed and dated by the parties and a copy given to the prospective tenant;

- b. Nothing herein shall preclude the parties from negotiating a lease of duration either longer or shorter than one (1) year after the prospective tenant has been offered, and has refused, a lease of one (1) years' duration as previously described;
- (2) Not contain a waiver of notice to quit. In the event a landlord serves notice not to renew a lease and the tenant requests the reason for such failure to renew, the landlord shall be held harmless from charges of libel related thereto;
- (3) Contain no waiver of the landlord's liability for damage occasioned by the landlord's negligence or violation of any applicable law;
- (4) Contain a provision acknowledging the landlord's responsibility for maintenance of the premises and incorporating by reference chapters 9 (fire safety code), 25 (zoning and planning) and chapter 5 (buildings and building regulations), articles V, X and XII of this Code, as amended, as an express warranty of habitability and covenant to repair;
- (5) Except as provided in paragraph (4) of this section, contain no provision incorporating a collateral agreement or provision by reference unless a copy thereof is affixed to all copies of the lease;
- (6) Contain no authorization for confession of judgment for rent due;

State Law reference— Leases not to contain confession of judgment, Anno. Code of Md., Real Property Article, § 8-208(d)(1).

- (7) Contain no provision for penalty for late payment in excess of five (5) percent of the amount of rent due for the rental period for which payment is delinquent;

State Law reference— Prohibited late payment penalties, Anno. Code of Md., Real Property Article, § 8-208(d)(3).

- (8) Contain no waiver of any of the protections afforded under this chapter;
- (9) Contain no provision authorizing the lessor to take possession of the leased premises or the tenant's personal property herein without the benefit of formal legal process;

State Law reference— Certain landlords prohibited from placing provisions in leases allowing landlord to take possession of premises or tenant's personal property except pursuant to law, Anno. Code of Md., Real Property Article, § 8-208(d)(6).

- (10) Contain a provision requiring itemization of all charges for repair of damages to the premises, whether claimed by the landlord or by the tenant, and providing that such charges shall be substantiated upon written request;
- (11) Contain a provision for the deposit of all security deposits in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland;

State Law reference— Security deposits, Anno. Code of Md., Real Property Article, § 8-203.

- (12) Contain notification to the tenant of the location of a copy of the rental facility license where it can be inspected by the tenant;
- (13) Contain a provision providing for a minimum of ten (10) days before which time late fees, which shall not be in excess of five (5) percent, may not be charged;

State Law reference— Limitations on late fees, Anno. Code of Md., Real Property Article, § 8-208(d)(3).

- (14) Contain a covenant that the landlord will deliver the leased premises and all common areas in a clean, safe and sanitary condition, free of rodents and vermin, and in compliance with all applicable laws. In the case of a condominium or cooperative housing structure, the landlord shall be responsible for delivery of only the dwelling unit in a clean, safe and sanitary condition, free of rodents and vermin and in complete compliance with all applicable laws;
- (15) Contain a provision requiring written receipts for all cash or money orders paid by the tenant to the landlord for rent, security or otherwise;

State Law reference— Landlord to maintain record of rent paid, Anno. Code of Md., Real Property Article, § 8-208.3.

- (16) Contain a provision requiring that the landlord may exercise his right of access to any dwelling unit, only after due and reasonable notice to the tenant, and without objection from the tenant, in order to make necessary repairs, decorations, alterations or improvements, or to supply services; to exhibit the dwelling unit to prospective purchasers, mortgagees or tenants only during normal business hours, including weekends, except as otherwise may be agreed upon by the parties; providing that nothing in this paragraph shall prevent the landlord from entering any leased premises in an emergency situation or, after due notice when the landlord has good cause to believe the tenant may have damaged the premises or may be in violation of this chapter;
- (17) Contain a provision permitting the tenant to sublease with the landlord's written permission, which permission shall not be unreasonably withheld, except in condominium and cooperative housing structures where applicable legal documents and rules and regulations prohibit subleasing;
- (18) Contain no provision for a lien on behalf of the landlord on the tenant's chattels, except as provided by the Real Property Article of the Annotated Code of Maryland;

State Law reference— Distress for rent, Anno. Code of Md., Real Property Article, § 8-301 et seq.

- (19) Contain a provision permitting the lease to be terminated upon thirty (30) days' written notice to the landlord due to an involuntary change of employment from the Washington metropolitan area or for other reasonable cause beyond the tenant's control. The lease may provide that in the event of termination for such cause, the tenant shall be liable for a reasonable termination charge not to exceed one (1) month's rent;

State Law reference— Liability for rent of transferred military personnel, Anno. Code of Md., Real Property Article, § 8-212.1.

- (20) Contain a provision requiring the landlord to give the tenant ninety (90) days' written notice of any rent increase.

(Laws of Rockville, Ch. 26, § 4-101)

Sec. 18-147. - Additional leasing requirements.

- (a) Where the lease is in writing, the tenant shall be provided with an executed copy thereof within ten (10) days of its execution.
- (b) A copy of any type of lease used by any landlord shall be filed with the City Manager.
- (c) After the effective date of the ordinance from which this chapter is derived, all landlords shall give all prospective tenants a copy of their proposed lease. Prospective landlords shall give all prospective tenants a copy of their proposed lease. Prospective tenants shall have the right to examine the proposed lease on the premises of their choosing.
- (d) When giving notice of past due rent, when issuing a written quit and vacate notice, and immediately upon the institution of any judicial proceeding to regain the leased premises, all landlords shall inform tenants that general information regarding evictions is available from the City Manager.
- (e) Landlords are prohibited from imposing more than one (1) rent increase per unit in any twelve (12) month period if that unit is continuously rented by the same tenant.

(Laws of Rockville, Ch. 26, § 4-102; Ord. No. 3-87, 4-27-87)

Secs. 18-148—18-160. - Reserved.

DIVISION 3. - TENANT RIGHTS AND OBLIGATIONS

Sec. 18-161. - Rights.

- (a) Tenants shall have the right:
 - (1) To self organization;
 - (2) To form, join, meet or assist one another within or without tenant organizations;
 - (3) To meet and confer through representatives of their own choosing with landlords;
 - (4) To engage in other concerted activities for the purpose of mutual aid and protection; and
 - (5) To refrain from any and all such activities.
- (b) Tenants and tenant organizations shall have the right of free assembly in the meeting rooms and other areas suitable for meetings within a rental facility, where such facilities are available, during reasonable hours and upon reasonable notice to the landlord, for the purpose of conducting tenant organization meetings. The landlord may charge a reasonable fee for the use of the meeting rooms or common areas but such charge must not be in excess of the regular schedule of fees for such facility to other groups. The landlord may also impose reasonable terms and conditions upon the use of such meeting rooms or common areas as long as such terms and conditions do not constitute a subterfuge to undermine the purposes of this section.
- (c) Tenants and resident tenant organizations shall have the right to distribute freely and post in centrally located areas of a rental facility literature concerning landlord-tenant issues, provided the literature is properly identified as to its origin.
- (d) Tenant organizations shall have standing to file complaints under any provisions of this chapter in a representative capacity on behalf of those tenants who have authorized such representation. Nothing herein shall be construed to permit any tenants' organization to represent exclusively any tenant or class of tenants unless authorized to do so specifically.

(Laws of Rockville, Ch. 26, § 4-202)

Sec. 18-162. - Obligations.

Each tenant, at all times, shall comply with all obligations imposed upon tenants by applicable provisions of all Federal, State or City statutes, codes, regulations or ordinances, including, but not limited to obligations imposed on tenants under chapter 5, article XII, and in particular shall:

- (1) Keep that part of the premises which he or she occupies and uses as clean, sanitary and safe as the conditions of the premises permit;
- (2) Dispose from his dwelling unit all rubbish, garbage and other organic or flammable waste in a clean and sanitary manner;
- (3) Keep all plumbing fixtures as clean and sanitary as their condition permits;
- (4) Properly use and operate all electrical fixtures, including smoke detectors, and plumbing fixtures;
- (5) Not permit any person on the premises with his permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment or appurtenances thereto, nor himself or herself do any such thing;
- (6) Comply with all covenants, rules, requirements and the like which are brought to the attention of the tenant, which are consented to in writing by the tenant, and which are reasonably necessary for the preservation of the property and persons of the landlord, other tenants or any other person.

(Laws of Rockville, Ch. 26, § 4-201)

Secs. 18-163—18-175. - Reserved.

DIVISION 4. - LANDLORD RIGHTS AND OBLIGATIONS

Sec. 18-176. - Rights.

A landlord has the right to issue a tenant a written notice to vacate and to institute eviction proceedings in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland.

(Laws of Rockville, Ch. 26, § 4-304)

State Law reference— Repossession for failure to pay rent, Anno. Code of Md., Real Property Article, § 8-401 et seq.

Sec. 18-177. - Obligation to maintain rental facility and provide services.

- (a) The landlord, at all times, shall reasonably provide for the maintenance of the health, safety and welfare of all tenants and of all individuals properly on the premises of a rental facility which obligations shall include, but not be limited to, the following:
 - (1) Complying with all application provisions of any Federal, State or City statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the rental facility;
 - (2) Keeping all areas of the building, grounds, facilities and appurtenances in a clean, sanitary and safe condition unless provision is made for tenant responsibility thereof by the lease, law, ordinance, or regulation;
 - (3) Making all repairs and arrangements necessary to put and keep the dwelling unit and the appurtenances thereto in as good condition as they were, or ought by law or agreement to have been, at the commencement of tenancy;

- (4) Maintaining all electrical, plumbing and other facilities and conveniences supplied in good working order;
 - (5) Providing and maintaining appropriate receptacles and conveniences for the removal of ashes, rubbish and garbage, and arranging for the frequent removal of such waste, except in the case of single detached dwelling units;
 - (6) Supplying water and hot water as reasonably required by the tenant and supplying adequate heat as provided by chapter 5 (buildings and building regulations), article XIII. In the case of condominium or cooperative dwelling units, water, hot water, and adequate heat must be provided by the landlord to the extent that the landlord has responsibility to provide such services.
- (b) When the duty imposed by paragraph (a)(1) of this section is incompatible with, or greater than, the duty imposed by any other provisions of this section, the landlord's duty shall be determined by reference to paragraph (a)(1).

(Laws of Rockville, Ch. 26, § 4-301; Ord. No. 8-09, § 4, 3-9-09)

State Law reference— Duty of landlord to repair dangerous defects, Anno. Code of Md., Real Property Article, § 8-211.

Sec. 18-178. - Notice requirements.

- (a) Landlords shall notify tenants of the names or titles and telephone numbers of one (1) or more responsible representatives of the landlord or operator who may be reached at all times in the event of emergency situations and shall keep such notification current. Such notification shall be by way of either:
 - (1) The posting of a durable notice in an accessible, conspicuous and convenient place in each building to which the notice applies; or
 - (2) The personal distribution of the notice to all lessees.
- (b) All landlords renting a dwelling unit located in a condominium or cooperative housing structure shall, in addition to the aforementioned notice, provide the tenant with copies of all legal documents and the rules and regulations governing the use and occupancy of the condominium or cooperative dwelling unit and afford the tenant with the opportunity to review all other legal documents regarding the condominium or cooperative.

(Laws of Rockville, Ch. 26, § 4-302)

State Law reference— Certain information to be posted by landlord, Anno. Code of Md., Real Property Article, § 8-210.

Sec. 18-179. - Prohibited retaliatory practices.

- (a) A landlord or owner may not make any changes in his leasing or business practices with respect to any dwelling unit or rental facility subject to this chapter for the purposes of avoiding compliance with any provisions of this chapter.
- (b) A landlord may not take retaliatory action against any tenant who exercises any rights conferred upon him by this chapter or any other law, ordinance and regulation, or against any tenant who assists another tenant in exercising those rights. For purposes of this section "retaliatory action" includes eviction, threat of eviction, violation of privacy, harassment, reduction in quality or quantity of services, unreasonable rent increases, or any form of threat or coercion.

(Laws of Rockville, Ch. 26, § 4-303)

State Law reference— Retaliatory evictions, Anno. Code of Md., Real Property Article, §§ 8-206, 8-208.1.

Secs. 18-180—18-192. - Reserved.

ARTICLE V. - RENTAL HOUSING DATA COLLECTION AND VOLUNTARY RENT STABILIZATION GUIDELINES

Sec. 18-193. - Application and effect.

- (a) This article applies to all rental units in the City except that the requirements of subsections 18-195(a) and (c) shall apply only to apartment complexes which contain eight (8) or more units.
- (b) Apartment complexes which contain eight (8) or more units and are owned and operated by a nonprofit organization, whose rents are based upon standards imposed by housing programs of local, State or Federal governments are exempt from the requirements of subsections 18-195(a) and (c).
- (c) Any apartment complex which contains eight (8) or more units and is owned and operated by a nonprofit organization which does not qualify under subsection (b) of this section, may apply for a waiver of the requirements of subsections (a) and (c) of this section to the City Manager and the City Manager shall grant a waiver from those requirements if the nonprofit organization establishes to the satisfaction of the City Manager that the apartment complex is being operated for the benefit of its members and is being operated on either a subsidized or a break-even basis or, if the operation generates a profit, such profit is reinvested in the project. The decision of the City Manager shall be final.

(Laws of Rockville, Ch. 26A, § 1-101; Ord. No. 4-87, § 1, 4-27-87; Ord. No. 24-87, 10-26-87)

Sec. 18-194. - Voluntary rent guidelines and notice requirements of rent increases.

- (a) Landlords are encouraged to hold rent increases at the lowest level possible and not more than the percentage established annually by resolution of the Mayor and Council.
- (b) Ninety (90) days prior to the effective date of any rent increase, the landlord must provide to the tenant and the Director of Community Development the information set forth below, except that landlords of single dwelling units need not provide this information to the Director of Community Development:
 - (1) Old rent;
 - (2) New rent;
 - (3) The effective date of the increase;
 - (4) The percentage of the increase;
 - (5) The recommended guidelines;
 - (6) Information prepared by the City and furnished to the landlord with respect to rent subsidy programs which might be available to the tenants; and
 - (7) Such other information as the landlord deems useful in explaining the rent increase.

(Laws of Rockville, Ch. 26A, § 1-102; Ord. No. 4-87, § 1, 4-27-87; Ord. No. 8-09, § 5, 3-9-09)

Sec. 18-195. - Mandatory reporting requirements.

- (a) Each landlord shall provide in addition to the information contained in the notice of proposed rent increase as described in subsection (b), the following information on a monthly basis to the Director of Community Development:
- (1) The location of the rental facility;
 - (2) The type of structure;
 - (3) The year the structure was built;
 - (4) The distribution of units by standard bedroom sizes;
 - (5) The number of units by bedroom size which were re-rented during the month;
 - (6) The number of vacant days applicable to those units;
 - (7) The rent charged for each rental unit;
 - (8) The rent charged for each re-rental unit prior to vacancy; and
 - (9) The new turnover rent charged for each re-rented unit.

This information contains certain confidential, commercial and financial information and, as such, is not subject to disclosure under Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland.

- (b) In order to minimize the impact the reporting requirements of this article might have on landlords, the Director of Community Development shall prepare and make available to the landlord a survey form for securing the data, which form shall be designed to minimize the repeated reporting of unchanged information, while maintaining an accurate data base.
- (c) Each landlord shall maintain records for each project on an aggregate basis containing the following information which shall be made available to the City upon request and after a determination has been made by the Director of Community Development that the information is relevant and necessary to carrying out the purposes of this article:
- (1) A description of the utilities which are included in the rent;
 - (2) The landlord's actual monthly utility costs including gas, electric, heating, fuel, trash removal, and water and sewer;
 - (3) The availability of certain amenities including air-conditioning, wall-to-wall carpeting, dishwasher, garbage disposal, washer/dryer in apartment unit or on-site, patio-balcony, swimming pool and tennis courts;
 - (4) The actual operating expenses by category;
 - (5) The actual operating revenues by category;
 - (6) A schedule of any other fees and income; and
 - (7) Tenant rent/income ratio for prospective tenants which protects the confidentiality of personal information and which is available to the landlord as part of the normal renting process.

This information contains certain confidential, commercial and financial information and, as such, is not subject to disclosure under Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland.

- (d) The Director of Community Development shall provide a quarterly report to the City Manager summarizing the information accumulated from the required reports submitted by each landlord of licensed rental facilities in the City.

(Laws of Rockville, Ch. 26A, § 1-103; Ord. No. 4-87, § 1, 4-27-87)