

CITY OF SALISBURY
ORDINANCE NO. 2166
AS AMENDED ON JULY 25, 2011

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SALISBURY TO AMEND CHAPTER 15.26 TO REQUIRE A TENANTS' RIGHTS LEASE ADDENDUM IN EVERY NEW LEASE OR RENEWED LEASE OF RESIDENTIAL PROPERTY, WHETHER WRITTEN OR VERBAL, SIGNED BY BOTH THE LANDLORD AND THE TENANTS.

WHEREAS, the Mayor and Council desire to increase the level of consumer protection for tenants residing in residential dwelling units within the City; and

WHEREAS, such consumer protection will be aided by requiring a written addendum to leases for all residential rental dwelling units within the City, whether such leases are verbal or written, which provides resource information to tenants and notice about local and state laws of interest to tenants; and

WHEREAS, this lease addendum will assist the City in the equitable enforcement of its occupancy laws for the protection of the health, safety and general welfare of the public, by requiring both the landlord and/or the landlord's agent, and all tenants to sign the addendum; and by requiring the landlord and/or the landlord's agent to make the lease addendum available for inspection upon request of the housing official.

NOW, THEREFORE, be it enacted and ordained by the City Council of the City of Salisbury, that Chapter 15.26 of the Salisbury Municipal Code, shall be amended as follows:

Chapter 15.26
RENTAL OF RESIDENTIAL PREMISES

15.26.030 Definitions.

The following definitions shall be used in the construction and interpretation of this chapter:

"Director" means the director of the Department of Neighborhood Services and Code Compliance.

"Dwelling unit" means a single unit providing living facilities for one or more persons, including permanent provision for living, sleeping and sanitation.

"Person" means any individual, partnership, firm, corporation, association or other legal entity of whatsoever kind and nature.

"Rental" means leasing or allowing occupancy or usage of a dwelling unit, either directly or by an agent, in consideration of value, including personal services, paid or tendered to or for the use or benefit of the lessor.

"Tenant" means a person who rents a dwelling unit.

"Tenants' Rights Lease Addendum" means the written addendum required by the City which provides information about legal rights of tenants and and maximum occupancy by unrelated individuals.

15.26.115 Tenants' Rights Lease Addendum

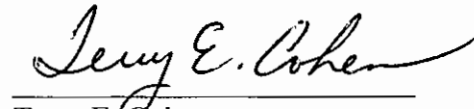
A. Every new lease or renewed lease, whether written or verbal, shall incorporate a written copy of the Tenants' Rights Lease Addendum, as amended from time-to-time, signed by both the landlord or landlord's agent and all tenants of majority age. This addendum shall be made available for inspection upon request of the housing official.

AND BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, that this ordinance shall take effect upon final passage, and be applicable to all residential leases, written or verbal, that are new or renewed on or after the date of passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 25th day of July, 2011, and having been published as required by law, in the meantime, was finally passed by the Council on the 8th day of August, 2011.

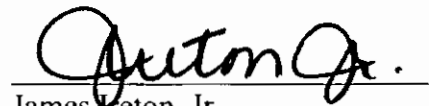
ATTEST:


Brenda J. Colegrove, City Clerk


Terry E. Cohen,
President of the Council of
the City of Salisbury

Approved by me, this 10th

day of August, 2011


James Heton, Jr.
Mayor of the City of Salisbury

**CITY OF SALISBURY
TENANTS' RIGHTS LEASE ADDENDUM**

In Maryland, the Landlord/Tenant relationship is governed by Title 8 of the Real Property Article. Title 8 may be accessed online by using the following link:

<http://www.michie.com/maryland/lpext.dll?f=templates&fn=main-h.htm&cp=mdcode>

Landlord Retaliation Prohibited

In Maryland, a landlord may not retaliate against a renter because the renter exercised his or her rights under the law or a lease. In other words, a landlord may not evict or threaten to evict a renter, increase the rent, decrease services, or terminate a month-to-month lease, because the renter did one of the following: 1) complained about unsafe housing conditions; 2) participated in a tenants' association; or 3) participated in a lawsuit against the landlord.

If tenants believe that the landlord is retaliating against them or threatening to retaliate against them, they should seek legal advice. The agencies listed below offer legal advice and information.

Consumer Protection Division of the Maryland Attorney General's Office:

<http://www.oag.state.md.us/Consumer/landlords.htm>

Or, you may contact the Consumer Protection Division's Lower Eastern Shore Office at 201 Baptist Street, Salisbury, MD 21801; (410) 713-3620.

A joint project sponsored by Baltimore Neighborhoods Inc., and the Legal Aid Bureau that describes tenants' rights in language non-attorneys may understand: <http://www.peoples-law.org/housing/tenant/lt.html>

Or, you may contact the Legal Aid Bureau's Lower Eastern Shore offices (Wicomico, Dorchester, Worcester, Somerset) 111 High Street, Salisbury, MD 21801; (410) 546-5511, (800) 444-4099.

My signature below indicates that I received a copy of the Tenants' Rights Lease Addendum upon signing the lease for the property located at _____ and that I have been informed that the maximum number of unrelated individuals who may occupy the premises is _____, which can be verified through the City of Salisbury's Department of Neighborhood Services and Code Compliance; (410) 341-9550.

Tenant's Signature/Date

Tenant's Signature/Date (if applicable)

Tenant's Signature/Date (if applicable)

Tenant's Signature/Date (if applicable)

Property Owner or Designated Leasing Agent's Signature/Date

The City of Salisbury is not giving legal advice by requiring your landlord to include this document in your lease and your landlord is not giving you legal advice by including this document in your lease.

Tenant's Initials

Tenant's Initials
(if applicable)

Tenant's Initials
(if applicable)

Tenant's Initials
(if applicable)