

**O-26-19**

**Rental Unit and Short-Term Residential Rental Licenses**

**Amendments 11-28, Arnett, Finlayson, Savidge**

**11/12/19**

**Amendment No. 11:**

On page 2, strike beginning with “ANY” in line 38 down through “VACANT” in line 39 and substitute “THIS PREMISES”.

*This amendment clarifies any unlicensed premises, not just vacant ones, must be posted.*

**Amendment No. 12:**

On page 2, in line 42, strike “OWNER” and substitute “LICENSEE”, and in line 45, strike “DEFACEMENT OR REMOVAL OF” and insert “FAILURE TO MAINTAIN”.

*This amendment clarifies the licensee is responsible to maintain notices posted on an unlicensed premises.*

**Amendment No. 13:**

On page 3, in line 10, strike “DWELLING UNIT OR THE ENTIRE”; and after “PREMISES” insert “, EXCEPT FOR BED AND BREAKFAST HOMES, HOTELS, MOTELS, AND INNS,”.

In line 12, strike “DWELLING UNIT OR THE ENTIRE”; and in the same line, strike beginning with “UP” down through “YEARS” in line 13 and substitute “MORE THAN 90 DAYS”.

In line 16, strike “DWELLING UNIT OR” and “THAT IS”; and after “PREMISES” insert “, EXCEPT FOR BED AND BREAKFAST HOMES, HOTELS, MOTELS, AND INNS,”.

Strike beginning with the comma line 16 down through “PARTIALLY,” in line 17.

In line 44, strike “PER PREMISES OR DWELLING UNIT, AS APPLICABLE”.

*This amendment clarifies the types of rental operating licenses.*

**Amendment No. 14:**

On page 4, in line 24, after “MINIMUM,” insert “THE ADDRESS OF THE APPLICANT AND, IF APPLICABLE, THE ADDRESS OF THE APPLICANT’S LOCAL PROPERTY MANAGER,”.

*This amendment clarifies the information required on a rental operating license application for a local property manager.*

**Amendment No. 15:**

On page 4, in lines 6 and 7, and on page 6, in line 38, in each instance, strike “(S)”.

On page 6, in line 38, strike “CONFIRM” and substitute “CONFIRMS.”

On page 9, in lines 36 and 37, in each instance, strike the opening and closing parenthesis.

*This amendment removes superfluous language and corrects grammar.*

**Amendment No. 16**

On page 5, in line 4, after “INSPECTION” insert “OF THE PREMISES”; and strike beginning with “TO” in line 5 down through “SOUGHT” on line 6 and substitute “FINDS THAT THE PREMISES”.

On line 7, strike beginning with the first “comma” down through “17.40” on line 9.

*This amendment clarifies language on inspection standards.*

**Amendment No. 17:**

On page 5, in line 19, strike “ANY” and substitute “THE”.

On page 5, in lines 23, 24, 42, and 43, in each instance, strike “OWNER” and substitute “LICENSEE”; and in line 25, strike “OWNER’S” and substitute “LICENSEE’S”.

In line 28, strike “SUSPENDED” and substitute “REVOKED”.

On page 6, strike beginning with “THE” in line 3 down through “PREMISES” in line 4 and substitute “A PERSON”.

In lines 14 and 17, in each instance, strike “OWNER(S)” and insert “LICENSEE”.

In line 19, strike “OWNER” and insert “LICENSEE”, and in the same line, strike “AN AUTHORIZED AGENT” and insert “LOCAL PROPERTY MANAGER”.

*This amendment clarifies language on suspensions and revocations.*

**Amendment No. 18**

On page 7, in lines 9 and 11, in each instance, before “REQUESTING” insert “THE”, and in each instance, strike “PARTY” and substitute “PERSON”.

In line 11, strike “OWNER, AGENT” and substitute “LICENSEE, LOCAL PROPERTY MANAGER”.

In line 13, before “PREMISES”, insert “THE”.

*This amendment clarifies language on reinspection and reissuance procedures.*

**Amendment No. 19**

On page 7, in line 41, strike “OTHER RESPONSIBLE PARTY” and substitute “THE LOCAL PROPERTY MANAGER”.

*This amendment clarifies language on condemnation penalties.*

### **Amendment No. 20**

On page 7, in lines 27, 37, and 41, on page 8, in lines 6 and 32, and on page 9 in lines 34 and 40, in each instance, strike “OWNER” and substitute “LICENSEE”.

On page 8, strike beginning with “AN” in line 35 down through “OWNER” in line 36 and substitute “A LICENSEE”.

On page 9, in line 18, and on page 10, in line 6, strike “PERSON” and substitute “LICENSEE”.

*This amendment changes “owner” and “person” to “licensee” where appropriate.*

### **Amendment No. 21**

On page 7, in line 13, strike “DWELLING UNIT” and substitute “IF APPLICABLE, ANY LARGER DWELLING”.

On page 8, strike beginning with the second “OR” down through “UNIT” in line 20.

On page 8, in line 45, and on page 9, in lines 30 and 34, in each instance, strike “DWELLING UNIT OR”.

On page 9, in line 40, strike “DWELLING UNIT OR THE ENTIRE”.

In line 42 strike “ENTIRE”, and strike beginning with “ANY” in line 42 down through “UNIT” in line 43 and substitute “,IF APPLICABLE, ANY LARGER DWELLING”.

On page 10, in line 6, strike “DWELLING UNIT OR THE ENTIRE”.

*This amendment removes language pertaining to “dwelling units,” leaving in “PREMISES,” which is a defined term.*

### **Amendment No. 22:**

On page 8, in line 7, strike “TAX”.

*This amendment removes the word “tax” as a lien placed to recover the City’s costs to correct violations, while it may be collected in the same manner as a tax lien, is not a tax lien.*

**Amendment No. 23:**

On page 8, in line 12, after “A” insert “LICENSEE MAY NOT HOLD MORE THAN ONE”, and after “LICENSE” insert a “period”; and

In the same line, strike beginning with “MAY” in line 12 down through “FLOOR” in line 16 and substitute “A LICENSEE MUST EITHER RESIDE IN THE CITY OR EMPLOY A LOCAL PROPERTY MANAGER REGISTERED WITH THE CITY ON THE APPLICATION REQUIRED BY SECTION 17.44.040 AND AVAILABLE BY TELEPHONE AT ALL TIMES IN CASE OF AN EMERGENCY, SAFETY, PUBLIC HEALTH, OR POLICE CONCERN. A LICENSEE MUST PROVIDE THE DIRECTOR WITH WRITTEN NOTICE OF ANY CHANGE TO THE NAME OR ADDRESS OF ITS LOCAL PROPERTY MANAGER NO MORE THAN FIVE CALENDAR DAYS AFTER ANY SUCH CHANGE.”

On page 8, strike in their entirety lines 22-29, inclusive, and on lines 31 and 41, strike “D.” and “E.”, respectively, and substitute “C.” and “D.”, respectively; and

On page 9, lines 4, 14, and 40, strike “F.”, “G.”, and “H.”, respectively, and substitute “E.”, “F.” and “G.”, respectively; and

On page 10, in line 6, strike “I.” and substitute “H.”

*These amendment provides that a licensee may not hold more than one short-term rental unit license and that the licensee must reside in the City or employ a local property manager who is registered with the City and available by telephone at all times. It also establishes notification requirements if the name or address of the local property manager change. The amendment also removes the requirement that an owner having a principal residence in the City may not have more than one short-term rental license for a premises that isn't the owner's principal residence.*

**Amendment No. 24**

On page 8, strike beginning with “, AND” on line 34 down through “AUTHORITIES” in line 36, and in line 36, strike “AS” and substitute “IF”.

*This amendment clarifies language pertaining to registration requirements with the State Comptroller's Office and Anne Arundel County.*

**Amendment No. 25:**

On page 9, strike in their entirety lines 23 through 25, inclusive; and on lines 26 and 27, strike “C.” and “D.”, respectively, and substitute “B.” and “C.”, respectively.

*This amendment removes the requirement that a short-term rental licensee may not rent a premises for more than 120 cumulative days per year.*

### **Amendment No. 26**

On page 9, in line 44, strike “, ANNE ARUNDEL COUNTY”.

*This amendment removes the requirement for the premises to be in compliance with all applicable laws and codes of Anne Arundel County such as building codes as Anne Arundel County does not have the authority or jurisdiction to impose such requirement in the City limits. The amendment leaves in that the premises must comply with all applicable State and City laws and codes.*

### **Amendment No. 27**

On page 10, in line 13, strike “PARTY” and substitute “PERSON”.

*This amendment changes “party” to “person,” which is a defined term.*

### **Amendment No. 28:**

On page 10, strike in their entirety lines 20 through 39, inclusive, and substitute

**“A. APPLICANT.**

“APPLICANT” MEANS A PERSON WHO EXECUTES THE FORMS REQUIRED FOR OBTAINING A RENTAL OPERATING LICENSE PURSUANT TO THIS CHAPTER.

**B. LICENSEE.**

“LICENSEE” MEANS A PERSON WHO OBTAINS A RENTAL OPERATING LICENSE FROM THE CITY.

**C. LOCAL PROPERTY MANAGER.**

“LOCAL PROPERTY MANAGER” MEANS A PERSON WHO ACTS AS THE LEGALLY AUTHORIZED REPRESENTATIVE AND AGENT OF A LICENSEE AND WHO HAS A PRIMARY RESIDENCE OR OFFICE AT A PHYSICAL LOCATION IN THE CITY.

**D. OWNER.**

“OWNER” MEANS ANY PERSON WHO ALONE, JOINTLY, OR SEVERALLY WITH OTHERS HOLDS LEGAL OR EQUITABLE TITLE TO ANY PREMISES.

**E. PERSON.**

“PERSON” MEANS AN INDIVIDUAL OR ANY LEGAL ENTITY IN WHICH AN INDIVIDUAL HAS AN OWNERSHIP OR BENEFICIAL INTEREST.

**F. PREMISES.**

“PREMISES” MEANS ONLY THOSE TYPES OF DWELLINGS, DWELLING UNITS, BED AND BREAKFAST HOMES, HOTELS, MOTELS, AND INNS LISTED IN SECTION 17.44.010 THAT ARE REQUIRED TO BE LICENSED PURSUANT TO THIS CHAPTER.

**G. RENTAL OPERATING LICENSE.**

“RENTAL OPERATING LICENSE” MEANS A LICENSE REQUIRED PURSUANT TO SECTION 17.44.010 FOR A PREMISES.

**H. TENANT.**

“TENANT” MEANS A PERSON WHO PAYS RENT OR OTHER CONSIDERATION FOR THE TEMPORARY USE OR OCCUPATION OF ANOTHER’S PREMISES UNDER A LEASE OR SIMILAR ARRANGEMENT.

**I. UNLICENSED PREMISES.**

“UNLICENSED PREMISES” MEANS A PREMISES THAT IS REQUIRED TO BE LICENSED PURSUANT TO SECTION 17.44.010, BUT FOR WHICH A VALID RENTAL OPERATING LICENSE HAS NOT BEEN OBTAINED OR RENEWED.

**J. FOR PURPOSES OF THIS CHAPTER, ANY TERMS NOT DEFINED IN THIS SECTION SHALL HAVE THE MEANINGS SPECIFIED IN CHAPTERS 17.04 AND 17.40.”**

*This amendment adds and clarifies definitions apply to chapter 17.44, Rental Unit Licenses.*