

MEMORANDUM

September 18, 2019

TO: Planning, Housing and Economic Development Committee

FROM: Christine M.H. Wellons, Legislative Attorney
CWellons

SUBJECT: Bill 24-19, Landlord-Tenant Relations – Obligations of Landlord – Air Conditioning

PURPOSE: Worksession – Committee to make recommendations

Bill 24-19, Landlord-Tenant Relations – Obligations of Landlord – Air Conditioning, sponsored by Lead Sponsor Councilmember Huckler and Co-Sponsors, Councilmembers Jawando, Alborno, Council President Navarro and Councilmember Riemer, was introduced on July 16, 2019. A public hearing was held on September 10 at which five individuals spoke in support of the bill.¹

Bill 24-19 would require a landlord to provide and maintain air conditioning service for rental housing located in the County during certain months of the year.

Background

The County Code does not currently require a landlord to supply and maintain air-conditioning in rental housing. Bill 24-19 would amend County Code Chapter 29, Landlord-Tenant Relations, to require a landlord to provide and maintain air conditioning service in a safe and good working condition so that it provides an inside temperature of eighty degrees Fahrenheit (80° F.) or less between May 1 and September 30.

Public Hearing

The Director of the Department of Housing and Community Affairs (DHCA), Aseem Nigam, spoke in support of the bill on behalf of the Executive. Mr. Nigam stated: “In this time of increasing temperatures...the County Executive views this bill as a critical habitability requirement for rental housing amid an uncertain climate future.” (©10-11). DHCA has requested two amendments to the bill, which are discussed below in the Issues section of this memorandum.

On behalf of CASA of Maryland, Jose Murillo (Government and Strategic Relations Specialist) spoke in support of the bill. He stated that “quality of life” is a top issue for tenants in

¹#MoCoRentalAC

Search Terms: air conditioning, AC unit, air conditioning in rental housing, obligations of landlords, landlord-tenant relations

Montgomery County. After speaking with thousands of tenants in the County, CASA believes it is critical that residents can live in a safe environment where they do not have to expose themselves to extreme temperatures in their homes. Mr. Murillo cited a situation in Aspen Hill this summer, in which air-conditioning was not working, negatively affecting children's health. CASA believes that the bill will help vulnerable residents.

Matt Losak, on behalf of the Montgomery County Renters' Alliance, testified in support of the bill. Mr. Losak recommended amendments to the bill, which are discussed below in the Issues section of this memorandum.

In support of the bill, resident Victoria Price testified regarding her experience as a Board member of the Charter House Residents' Council in Silver Spring. (©12-13). Ms. Price stated that three tenants in her building suffered from heat exhaustion in 2009. In 2011, another tenant lost his life to hyperthermia. Ms. Price believes that the bill will ameliorate these tragic situations of heat-related death and illness.

On behalf of the Apartment and Office Building Association of Metropolitan Washington (AOBA), Nicola Whiteman testified that AOBA supports the bill with amendments. (©14-16). The amendments proposed by AOBA are discussed below in the Issues section of this memorandum.

Issues

1. Required Temperature

The Department of Housing and Community Affairs (DHCA) has recommended decreasing the maximum temperature permitted under the bill from 80 degrees Fahrenheit to 78 degrees Fahrenheit. DHCA expressed concern that 80 degrees would be uncomfortable for residents.

Montgomery County Renters' Alliance supports reducing the maximum temperature to 75 degrees Fahrenheit.

Staff has no concerns with amending the required temperature to 78 or 75 degrees.

2. Method of Measuring Temperature

DHCA has recommended amending the bill to include specific requirements for how to measure temperature. Staff supports such an amendment because it would clarify the required temperature standard and assist DHCA with consistent enforcement of the standard. See ©17 for the proposed amendment.

3. Common Areas and Rooms Served

The Montgomery County Renters' Alliance has requested an amendment to provide that common areas of a building be included within the air-conditioning requirement under the bill. Staff has no concerns about such an amendment.

AOBA, however, would like an amendment providing that “the minimum temperature requirement shall apply to the rooms they are intended to serve.” Staff opposes this amendment as unnecessary and perhaps ambiguous. It is unclear whose intent determines which rooms are served. If it is the landlord’s intent, then the landlord could avoid the air-conditioning requirement simply by not intending for it to apply to rooms in the building.

4. Time of Year

As written, the bill requires the provision of air-conditioning from May 1 to September 30. The Renters’ Alliance has proposed removing the time of year restrictions altogether, on the basis that extreme heat could occur at other times of the year. AOBA, on the other hand, would like an amendment that shortens the time period to May 15 through September 30. Staff has no concerns with either amendment; however, the time period of May through September does appear reasonable given recent average temperatures. According to the National Oceanic and Atmospheric Administration (NOAA), average temperatures in Maryland since the year 2000 during the months of May and October have been less than 70 degrees Fahrenheit. See <https://www.ncdc.noaa.gov/cag/statewide/time-series>.

5. Maintenance Period

AOBA has requested an amendment providing that an air conditioning system “in a building with a two-pipe system, or any other system reasonably requiring more than 15 days to transition from heat to air conditioning, shall be maintained in safe and good working condition so that it is capable of providing, during the period starting no later than June 1 and ending no earlier than September 30, an inside temperature of eighty degrees Fahrenheit[.]” Staff has asked DHCA about the reasonableness of such an amendment; DHCA might wish to speak to this issue at the worksession.

6. Ability to Lease Around the Air-Conditioning Requirement

AOBA also has requested an amendment providing that: “A landlord’s obligation to provide and maintain air conditioning under subsection (9) shall not apply where the individual air conditioning units are provided by the resident as set forth in the lease.”

Staff opposes this proposed amendment, which is contrary to the purpose of the bill. If a landlord may require by lease that the tenant must provide any air conditioning, then the bill would not alter the status quo.

7. Technical Amendment

The Office of the County Attorney has recommended technical amendments, which staff supports. The technical amendments appear at ©17.

Recommendation

Council staff recommends adoption of the bill with technical amendments, as well as amendments to clarify the temperature standard based on DHCA's requests. Staff-proposed amendments are at ©17.

This packet contains:	<u>Circle #</u>
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Bill No. 24-19
Concerning: Landlord-Tenant Relations –
Obligations of Landlord – Air
Conditioning
Revised: 9/11/2019 Draft No. 3
Introduced: July 16, 2019
Expires: January 16, 2021
Enacted: _____
Executive: _____
Effective: _____
Sunset Date: None
Ch. _____, Laws of Mont. Co. _____

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

Lead Sponsor: Councilmember Hucker
Co-Sponsors: Councilmembers Jawando and Alborno, Council President Navarro, and
Councilmember Riemer

AN ACT to:

- (1) require a landlord to provide and maintain air conditioning service for rental housing located in the County during certain months;
- (2) establish standards for air conditioning service provided by a landlord; and
- (3) generally amend the law governing rental housing in the County.

By amending

Montgomery County Code
Chapter 29. Landlord-Tenant Relations
Section 29-30

Boldface	<i>Heading or defined term.</i>
<u>Underlining</u>	<i>Added to existing law by original bill.</i>
[Single boldface brackets]	<i>Deleted from existing law by original bill.</i>
<u>Double underlining</u>	<i>Added by amendment.</i>
[[Double boldface brackets]]	<i>Deleted from existing law or the bill by amendment.</i>
* * *	<i>Existing law unaffected by bill.</i>

The County Council for Montgomery County, Maryland approves the following Act:

1 **Sec. 1. Section 29-30 is amended as follows:**

2 **29-30. Obligations of landlords.**

3 (a) Each landlord must reasonably provide for the maintenance of the health,
4 safety, and welfare of all tenants and all individuals properly on the
5 premises of rental housing. As part of this general obligation, each
6 landlord must:

7 (1) Comply with all applicable provisions of any federal, state, or
8 county law or regulation governing the maintenance, construction,
9 use, or appearance of the dwelling unit and common areas.

10 (2) Keep all areas of the building, grounds, facilities, and
11 appurtenances in a clean, sanitary, and safe condition.

12 (3) Make all repairs and arrangements necessary to put and keep the
13 dwelling unit and the appurtenances in as good a condition as they
14 were, or should by law or agreement have been, when the tenancy
15 began. However, a lease for a single-family dwelling unit may
16 provide that a tenant must pay, up to a maximum annual amount
17 set by executive regulation, for the costs of maintenance of the
18 dwelling unit, but not for replacement of or repairs to structural
19 elements of the building, major appliances, or electrical, plumbing,
20 heating, or air conditioning systems unless replacement or repair
21 of these items is required because of actions of the tenant or any
22 person for whom the tenant is legally responsible.

23 (4) Maintain all electrical, plumbing, and other facilities and
24 conveniences supplied by the landlord in good working order.

25 (5) Supply and maintain appropriate receptacles to remove trash, and
26 pay for its frequent removal. However, the landlord of a single-
27 family dwelling unit must pay for the frequent removal of trash,

28 but need not provide or maintain appropriate receptacles. A lease
29 for a single-family dwelling unit may require a tenant to pay for
30 trash collection service if that service is provided directly by a
31 private trash hauler and the dwelling unit is not located in a County
32 collection district.

33 (6) Supply water and hot water as reasonably required by the tenant
34 and adequate heat as required by Chapter 26. In a dwelling unit
35 located in a common ownership community, the landlord must
36 provide water, hot water and adequate heat to the extent that the
37 landlord is responsible for providing these services. This
38 subsection does not impair any provision in a lease that obligates
39 a tenant to pay for gas, heating oil, electricity, water, or sewer
40 service that the tenant uses.

41 (7) For each unit in a building constructed before July 1, 1978, and for
42 which units are not individually metered, provide the tenant with
43 all information required under the Public Utilities Article of the
44 Maryland Code and applicable COMAR provisions governing:

45 (A) electric and gas submeters; and

46 (B) energy allocation systems.

47 (8) Display in the lobby, vestibule, rental office, or other prominent
48 public place on the premises, a sign in a form approved by the
49 Director that includes information in English, Spanish, French,
50 Chinese, Korean, Vietnamese, and other languages as determined
51 necessary by the Director, about:

52 (A) filing a complaint under this Chapter; and

53 (B) the retaliatory practices prohibited under this Chapter.

54 (9) Supply and maintain air conditioning service either through
55 individual air conditioning units or a central air conditioning
56 system in a safe and good working condition so that it provides an
57 inside temperature of eighty degrees Fahrenheit (80° F.) or less
58 between May 1 and September 30. This subsection does not
59 impair any provision in a lease that obligates a tenant to pay for
60 gas or electricity that the tenant uses.

61 (b) If the duty imposed by subsection (a)(1) is incompatible with, or greater
62 than, a duty imposed by any other part of this Section, subsection (a)(1)
63 governs.

64 (c) Subsections (a)(2) and (a)(5) do not apply to a dwelling unit located in a
65 condominium or cooperative housing structure.

LEGISLATIVE REQUEST REPORT

Bill 24-19

Landlord-Tenant Relations – Obligations of Landlord – Air Conditioning

DESCRIPTION: Bill 24-19, Landlord-Tenant Relations – Obligations of Landlord – Air Conditioning would amend Section 29-30 of the Code to require a landlord to provide and maintain a certain level of air conditioning service between May 1 and September 1.

PROBLEM: The County Code does not currently require a landlord to supply or maintain air conditioning service.

GOALS AND OBJECTIVES: To require a landlord to supply and maintain air conditioning service for rental housing located in the County.

COORDINATION: Department of Housing and Community Affairs

FISCAL IMPACT: OMB

ECONOMIC IMPACT: Finance

EVALUATION: To be done.

EXPERIENCE ELSEWHERE: To be researched.

SOURCE OF INFORMATION: Christine M.H. Wellons, Legislative Attorney

APPLICATION WITHIN MUNICIPALITIES: N/A

PENALTIES: Under Code Section 29-8, a violation of Chapter 29 is a Class A violation.



OFFICE OF MANAGEMENT AND BUDGET

Marc Elrich
County Executive

Richard S. Madaleno
Director

MEMORANDUM

August 16, 2019

TO: Nancy Navarro, President, County Council

FROM: Richard S. Madaleno, Director, Office of Management and Budget *RSM*
Michael Coveyou, Acting Director, Department of Finance *Michael Coveyou*

SUBJECT: FEIS for Bill 24-19, Landlord-Tenant Relations – Obligations of Landlord – Air Conditioning

Please find attached the Fiscal and Economic Impact Statements for the above-referenced legislation.

RSM:cm

cc: Andrew Kleine, Chief Administrative Officer
Fariba Kassiri, Deputy Chief Administrative Officer
Debbie Spielberg, Special Assistant to the County Executive
Dale Tibbitts, Special Assistant to the County Executive
Lisa Austin, Office of the County Executive
Barry Hudson, Director, Public Information Office
David Platt, Department of Finance
Dennis Hetman, Department of Finance
Monika Coble, Office of Management and Budget
Chrissy Mireles, Office of Management and Budget
Pofen Salem, Office of Management and Budget

Office of the Director

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www.montgomerycountymd.gov/omb

Fiscal Impact Statement

Bill 24-19, Landlord-Tenant Relations – Obligations of the Landlord – Air Conditioning

1. Legislative Summary

Bill 24-19 would require a landlord to provide and maintain air conditioning service for rental housing located in the County during certain months and establish standards for air conditioning service provided by a landlord.

2. An estimate of changes in County revenues and expenditures regardless of whether the revenues or expenditures are assumed in the recommended or approved budget. Includes source of information, assumptions, and methodologies used.

Bill 24-19 will not impact County expenditures or revenue.

Currently, a landlord is not required to provide air conditioning; however, if a landlord does provide air conditioning, it must be in working condition. Adoption of Bill 24-19 will require Housing Code Inspectors to add one more system to its inspection list and protocol, and it is expected to have minimal impact on DHCA's operations.

3. Revenue and expenditure estimates covering at least the next 6 fiscal years.

See Question #2, Bill 24-19 does not impact expenditures or revenue.

4. An actuarial analysis through the entire amortization period for each bill that would affect retiree pension or group insurance costs.

Not applicable.

5. An estimate of expenditures related to County's information technology (IT) systems, including Enterprise Resource Planning (ERP) systems.

Not applicable.

6. Later actions that may affect future revenue and expenditures if the bill authorizes future spending.

Not applicable, Bill 24-19 does not authorize future spending.

7. An estimate of the staff time needed to implement the bill.

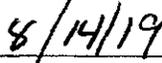
Bill 24-19 does not impact staff time.

8. An explanation of how the addition of new staff responsibilities would affect other duties.

Not applicable.

- 9. An estimate of costs when an additional appropriation is needed.**
No additional appropriation is needed to implement Bill 24-19.
- 10. A description of any variable that could affect revenue and cost estimates.**
See Question #2.
- 11. Ranges of revenue or expenditures that are uncertain or difficult to project.**
Not applicable.
- 12. If a bill is likely to have no fiscal impact, why that is the case.**
Not applicable.
- 13. Other fiscal impacts or comments.**
Not applicable.
- 14. The following contributed to and concurred with this analysis:**
Tim Goetzing, Department of Housing and Community Affairs
Chris Anderson, Department of Housing and Community Affairs
Dan McHugh, Department of Housing and Community Affairs
Pofen Salem, Office of Department Management and Budget


Richard S. Madaleno, Jr., Director
Office of Management and Budget


Date

Economic Impact Statement
Bill 24-19, Landlord-Tenant Relations – Obligations of the Landlord – Air Conditioning

Background:

Bill 24-19 would require a landlord to provide and maintain air conditioning service for rental housing located in the County during certain months and establish standards for air conditioning service provided by a landlord.

1. The sources of information, assumptions, and methodologies used.

The source of information in the preparation of the economic impact statement was the Department of Housing and Community Affairs (DHCA). There were no other sources of information, assumptions, or methodologies needed by the Department of Finance (Finance) in the formulation of this economic impact statement.

2. A description of any variable that could affect the economic impact estimates.

As noted in the fiscal impact statement, Bill 24-19 will not impact County expenditures or revenue. Currently, a landlord is not required to provide air conditioning; however, if a landlord does provide air conditioning, it must be in working condition. Bill 24-19 would require a landlord to provide air conditioning. Adoption of Bill 24-19 will require Housing Code Inspectors to add one more system to its inspection list and protocol, but this is expected to have minimal impact on operations.

3. The Bill's positive or negative effect, if any on employment, spending, savings, investment, incomes, and property values in the County.

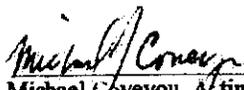
The bill is not anticipated to have an impact on employment, spending, savings, investment, incomes, and property values in the County. Both the lessee and the lessor face unique consequences and costs if they fail to uphold the terms of their respective contracts. The legislation's potential impact on the aggregate cost to property owners in providing and maintaining a certain level of air conditioning service between May 1st and September 30th cannot be accurately quantified given a lack of specificity of data enumerating the variable cost and number of instances of rental units that are not currently receiving the proper supply and maintenance of air conditioning as specified by the Bill over this time frame.

4. If a Bill is likely to have no economic impact, why is that the case?

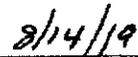
See number 2.

5. The following contributed to or concurred with this analysis:

David Platt and Dennis Hetman, Finance.



Michael Coveyou, Acting Director
Department of Finance



Date

**TESTIMONY ON BEHALF OF COUNTY EXECUTIVE MARC
ELRICH ON Bill 24-19, LANDLORD-TENANT RELATIONS –
OBLIGATIONS OF LANDLORD – AIR CONDITIOING**

September 10, 2019

Good afternoon Council President and Councilmembers, my name is Aseem Nigam, Director of the Department of Housing and Community Affairs. It is a pleasure to be here on behalf of the County Executive in support Bill 24-19, which amends Chapter 29 – Landlord-Tenant Relations of the Montgomery County Code.

I am addressing you today at the conclusion of one of the hottest summers in local recorded history. This sobering fact makes the public purpose reflected in Bill 24-19 particularly important at this time. The proposed bill expands landlord obligations to protect the health, safety, and welfare of tenants by requiring air conditioning in all rental housing from May 1st to September 30th. While all of us are impacted directly or indirectly by climate change, the hotter summer temperatures that have become the new normal disproportionately impact the most vulnerable members of our community- the elderly, children, people with health issues, and individuals with limited economic resources.

In the absence of this bill, landlords of rental properties providing air conditioning as an amenity are only responsible for ensuring that the cooling system is operational. Tenants living in properties without air conditioning often endure excessive heat in their rental unit or are forced to seek refuge elsewhere, depriving them of a safe home environment.

In this time of increasing temperatures and oppressively humid summers, the County Executive views this bill as a critical habitability requirement for rental housing amid an uncertain climate future.

DHCA staff has identified two specific amendments that we believe will strengthen certain enforcement aspects of this bill. We are looking forward to discussing these proposed amendments in support of this timely and important legislation.

Thank you.

To the Honorable Montgomery County Council: Re: Bill 24-19

9/10/2019

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My name is Victoria Price; I am a resident of the Charter House and Board member of the Charter House Residents' Council. I have resided there for almost fourteen years. I have spent eleven years as Corresponding Secretary of the Executive Board, and the past two years as Advisory Board Community Liaison to county, state, and, if necessary, federal government offices and agencies.

I am here today to testify on behalf of Council member Tom Hucker's proposed Bill 24-19, and my personal experiences in this senior-citizen building are directly related to my favoring this legislation. Charter House is a fifteen-story building that was constructed in 1964. The infrastructure, and in particular the heating and cooling systems, experiences frequent breakdowns, sometimes for lengthy periods of time. The consequences of air-conditioning failures are commensurate to a building that has no cooling at all.

I am certain that all of you can recall this terrible, lengthy-heat wave that assaulted us this summer. These unseasonably-elevated temperatures have been especially difficult this year for our seniors. It is also my sad duty to relate to you just how easily excessive heat can debilitate and even kill the elderly. Seniors and other individuals are especially vulnerable when they suffer from medical conditions.

In early June 2009, three of our residents who suffered from heat exhaustion were transported to local hospitals. The air conditioning had not been activated. Our First Vice-President contacted the owner's corporate office; she informed staff that if the cooling system was not turned on by the end of business that day, the residents would camp out in the lobby and on the mezzanine levels and contact the media. The air conditioning was subsequently turned on. In the hot summer of 2011, a neighbor died, and his body decomposed for a week inside of his apartment. The air conditioning in his apartment was not operational prior to his death. Although the resident had an underlying heart condition, paramedics and

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medical examiner issued a preliminary cause of death as hyperthermia. He had lived at Charter House for less than two months. In September 2015, during an especially scorching-hot Labor-Day weekend, the air conditioning was not functional. A group of our suffering seniors picketed the front of the building to bring attention to the dangerous-heat conditions inside and were interviewed by local news reporters. Last month, a resident fainted as she sat on the mezzanine level of the Charter House. Three weeks later, our Board First Vice-President also fainted. Both were transported to hospitals and were discharged several days later. The first incident, as many of you may have seen, was broadcast on television news. The air conditioning had failed on most of the second-floor, common area-rooms. These are not the only heat-related incidents in the building's history.

How do we prevent these scenarios from happening again in this county? The County Council's passing of Council member Tom Hucker's bill is the answer. Property owners should not only provide air conditioning to all apartment residents in Montgomery County, but, since they hold the purse strings for the upkeep of their buildings, they should also make sure that this utility is serviceable, repaired within 24 hours, or replaced if defective. We expect our homes not to be harmful to our health, safety, or our lives. Thank you for your time and consideration.

All of the above is true to the best of my knowledge and memory.

Victoria L. Price



**TESTIMONY OF THE APARTMENT AND OFFICE BUILDING ASSOCIATION OF
METROPOLITAN WASHINGTON ON
BILL 24-19, LANDLORD-TENANT RELATIONS - OBLIGATIONS OF LANDLORD -
AIR CONDITIONING**

Good afternoon Councilmembers and staff. I am Nicola Whiteman, the Senior Vice President of Government Affairs for the Apartment and Office Building Association of Metropolitan Washington (AOBA). AOBA is a non-profit trade association representing more than 133,000 apartment units and over 23 million square feet of office space in suburban Maryland, the majority of which, including over 60,000 apartment units and 20 million square feet of office space, is in Montgomery County. AOBA members are committed to providing safe and comfortable housing to their residents and this includes heat and air conditioning.

I am pleased to testify in support of Bill 24-19, Landlord-Tenant Relations - Obligations of Landlord - Air Conditioning with amendments. While AOBA supports the spirit of this county bill, a standard, uniform state bill is generally good public policy. For AOBA member companies operating in multiple jurisdictions a patchwork of conflicting laws can make it difficult to do business in the region.

As to the pending bill, we identified several issues (some of which are highlighted in my statement) discussed with the lead sponsor that can be addressed by amendments included with my statement.

Need to make repairs: The bill as drafted currently includes a requirement to maintain an air conditioning system in “a safe and good working condition.” It’s important that we ensure that housing providers have adequate time for repairs when necessary. There are times when equipment fails and the time to make repairs to cooling towers or chillers can take a week not days.

- **AOBA amendment:** Allows for time to repair by adding the phrase “except when required for reasonable maintenance and repair,”.

No uniform systems/building types: The bill must take into consideration the different types of heating and cooling systems in the County’s more than 90,000 rental units. Two-pipe and similar systems need time to convert from heat to cold and cannot be easily switched back and forth to accommodate fluctuations in temperature especially during the month of May which can still have cool mornings and evenings. Housing providers carefully select to the switch date to maximize resident comfort.

- **AOBA amendment:** Like the District of Columbia, AOBA proposes a delayed start date for those systems requiring a transition period to switch from heat to cool air. **“Exception.** The air conditioning system in a building with a two-pipe system, or any other system reasonably requiring more than 15 days to transition from heat to air conditioning, shall be maintained in safe and good working condition so that it is capable of providing, during the period starting no later than June 1 and ending no earlier than September 30 an inside temperature of eighty degrees Fahrenheit (80° F.)”

Compliance dates: AOBA proposes a May 15-September 30 compliance period for the air conditioning requirement. The minor modification of the May date addresses concerns about cooler days early in the month and, notably, mirrors language in DC and VA laws.

Requirement to cool dwelling unit to 80° F: Buildings without a central system are typically older and have electrical constraints. It can thus be challenging to meet this requirement in part due to electrical infrastructure limitations which would require costly upgrades to comply with the language in the bill.

- **Cost/building restrictions:** A 12,000 BTU unit cost is approximately \$389 and will cool about 550sf (not the entire apartment). For 312 units, the cost to the property is about \$120,000. This does not include any labor or materials like support brackets and condensate extensions to get the condensate away from the buildings. It could cost close to \$1M to add dedicated outlets to support the additional load for a property without the available electricity.
- **AOBA amendment:** For those units served by window units, AOBA recommends amending the bill to apply the minimum temperature requirement to those rooms the units are intended to serve. The proposed change addresses concerns about electrical infrastructure limitations and potentially costly upgrades while providing air conditioning in rental units.

AOBA believes additional discussion on the minimum temperature language is needed and we look forward to participating in these discussions.

Residents who provide their own window units: Finally, there are properties where residents provide their own window unit subject to certain restrictions. For example, residents must use dedicated outlets. In these circumstances, the housing provider’s obligation to provide and maintain air conditioning in the units will not apply.

Thank you for the opportunity to present AOBA’s testimony and we look forward to working with the sponsors and the rest of the Council on this and other important policy matters.

Requested by AOBBA

B24-19, Landlord-Tenant Relations - Obligations of Landlord - Air Conditioning

Bill would amend Sec. 29-30 (obligations of landlords) to add a new subsection (9):

Sec. 29-30. Obligations of landlords.

(a) Each landlord must reasonably provide for the maintenance of the health, safety, and welfare of all tenants and all individuals properly on the premises of rental housing. As part of this general obligation, each landlord must:

(9) Except when required for reasonable maintenance and repair (a)(i) -Supply and maintain air conditioning service either through individual air conditioning units or a central air conditioning system in a safe and good working condition so that it provides an inside temperature of eighty degrees Fahrenheit (80° F.) or less between May 15 and September 30.(ii) Notwithstanding subsection (i), for dwelling units serviced by individual air conditioning units, the minimum temperature requirement shall apply to the rooms they are intended to serve.

(b) Exception. The air conditioning system in a building with a two-pipe system, or any other system reasonably requiring more than 15 days to transition from heat to air conditioning, shall be maintained in safe and good working condition so that it is capable of providing, during the period starting no later than June 1 and ending no earlier than September 30, an inside temperature of eighty degrees Fahrenheit (80° F.).

(c) This subsection does not impair any provision in a lease that obligates a tenant to pay for gas or electricity that the tenant uses.

(d) A landlord's obligation to provide and maintain air conditioning under subsection (9) shall not apply where the individual air conditioning units are provided by the resident as set forth in the lease.

Council Bill 24-19
Amendments Proposed by Staff

Amend lines 37-40 as follows.

This subsection ~~[[does not]]~~ must not be construed to impair any provision in a lease that obligates a tenant to pay for gas, heating oil, electricity, water, or sewer service that the tenant uses.

Amend lines 58-60 as follows.

This subsection [[does not]] must not be construed to impair any provision in a lease that obligates a tenant to pay for gas or electricity that the tenant uses.

After line 1, insert the following.

26-7. Light, ventilation and heating, temperature control.

The owner of each dwelling or dwelling unit must assure compliance with the following standards during human habitation:

* * *

(f) Temperature control – air conditioning. Between May 1st and September 30th:

- (1) Each owner of a dwelling unit or individual living unit where cooling is not under the control of the tenant must maintain a temperature of no more than 78 degrees Fahrenheit in each habitable room, bathroom, and water closet compartment at a distance of 3 feet above floor level.
- (2) Each owner of a dwelling unit or individual living unit where the cooling is under the control of the tenant must provide working condition air conditioning capable of maintaining a temperature of no more than 78 degrees Fahrenheit in each habitable room, bathroom, and water closet compartment at a distance of 3 feet above floor level.