

Bill No. 26-22  
Concerning: Landlord-Tenant Relations –  
Radon Testing and Mitigation –  
Required  
Revised: 10/31/2022 Draft No. 6  
Introduced: September 20, 2022  
Enacted: November 1, 2022  
Executive: \_\_\_\_\_  
Effective: \_\_\_\_\_  
Sunset Date: None  
Ch. \_\_\_\_\_, Laws of Mont. Co. \_\_\_\_\_

## COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

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Lead Sponsor: Councilmember Rice  
Co-Sponsor: Councilmember Katz

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**AN ACT** to:

- (1) require radon testing in multifamily and single-family rental housing;
- (2) require disclosure and mitigation of radon hazards above a certain action level;
- (3) include lease requirements for certain rental units; and
- (4) generally amend laws regarding landlord-tenant relations in the County.

By amending

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

By adding

Montgomery County Code  
Chapter 29, Landlord-Tenant Relations  
Section 29-35E

<b>Boldface</b>	<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 and Section 29-35E is added, 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   \*       \*       \*

8                   (12)   comply with Section 29-35E.

9   \*       \*       \*

10   **29-35E. Radon Testing**

11           (a)   Definitions. In this Section, the following terms have the meanings  
12                   indicated:

13                   Action Level means the level of radon in a building, which if, equal to or  
14                   above the United States Environmental Protection Agency’s (EPA)  
15                   recommended action level, triggers mitigation.

16                   Mitigation means measures designed to permanently reduce indoor radon  
17                   concentrations.

18                   Multifamily dwelling has the same meaning as in Section 29-1.

19                   Radon has the same meaning as stated in Section 40-13C(a).

20                   Radon test has the same meaning as in Section 40-13C(a).

21                   Radon hazard means exposure to indoor radon concentrations at or in  
22                   excess of the United States Environmental Protection Agency's  
23                   recommended radon action level.

24                   Single-family home means a single-family detached or attached  
25                   residential building. A single-family home does not include a residential  
26                   unit in a condominium or a cooperative housing corporation.

27                   Tenant has the same meaning stated in Section 29-1.

28        (b) Applicability. This Section applies to [any] all ground-contact or  
 29        basement unit(s) of a residential rental [rental housing that has a unit  
 30        below the third floor of a residential building] in:

- 31            (1) a single-family home; or
- 32            (2) a multifamily dwelling [unit] building.

33        (c) Radon testing - required. A landlord of a single-family home or  
 34        multifamily dwelling building must conduct a radon test before leasing a  
 35        unit to a prospective tenant. Test results must be within three (3) years  
 36        before the date of the lease.

37        (d) Lease requirements. At the time of lease signing, the landlord must  
 38        provide to the tenant and certify in the lease, or an addendum to the lease,  
 39        the following:

- 40            (1) a copy of radon test results that indicates any concentration of  
 41            radon is below the Environmental Protection Agency’s  
 42            recommended action level of 4 picocuries per liter (pCi/L);
- 43            (2) the radon test was performed less than three (3) years before the  
 44            date of the lease; and
- 45            (3) a copy of the Environmental Protection Agency’s pamphlet on  
 46            radon guide for tenants or an equivalent pamphlet approved for use  
 47            by the Department of Environmental Protection. The copy of the  
 48            pamphlet may be an electronic link to the applicable website, or if  
 49            requested by the tenant, a hard copy.

50        (e) Testing and notification by existing tenants. An existing tenant may  
 51        conduct a radon test or hire a radon professional to test a dwelling unit  
 52        covered by this Section. If the test results indicate that radon hazard is  
 53        present at a level of 4 pCi/L or higher, the tenant must:

- 54            (1) in writing; and

55           (2)   within 14 days ~~[[of]]~~ after the test results, notify the landlord and  
 56           provide the landlord with a copy of the test results.

57   (f)   Mitigation of radon. A landlord who receives notice under subsection (e),  
 58       must:

59       (1)   within 14 days ~~[[of]]~~ after notice, initiate a follow-up radon test, in  
 60       accordance with EPA-recommended standards for testing, to  
 61       confirm any presence of radon hazard; and

62       (2)   within 90 days ~~[[of]]~~ after confirmed results[.];

63           (A)   mitigate~~[[, repair, or alter]]~~ the premises to reduce ~~[[the]]~~  
 64           radon ~~[[level to 2 pCi/L or below]]~~ below the action level of  
 65           4 pCi/L~~[[.]]~~; and

66           (B)   provide the tenant with a final copy of test results performed  
 67           by a radon professional that indicates radon has been  
 68           reduced below the action level.

69   (g)   Cost of testing. The landlord is responsible for the cost of any follow-up,  
 70       confirmation, or retesting of radon in a dwelling unit.

71   (h)   Dispute of testing results. If there is a case of conflicting test results,  
 72       where the test result provided by a tenant is at or above the action level  
 73       and a test result by a landlord is below the action level, the following  
 74       applies to determine the prevailing test results:

75       (1)   testing performed in compliance with the EPA-recommended  
 76       standard, by a radon professional (for hire) must supersede tests  
 77       not performed by a radon professional;

78       (2)   if both tests are performed by radon professionals, long-term  
 79       testing results must supersede short-term test results; or

80       (3)   if both tests are equally valid, as specified in subsections (1) and  
 81       (2), and the dispute remains, then a mutually agreed upon third-

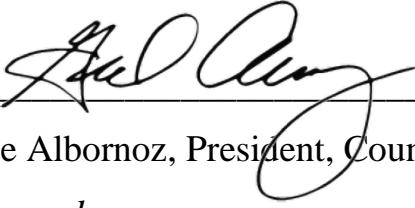
82 party radon professional must retest in accordance with EPA-  
83 recommended standards.

84 ~~[(g)]~~ (i) Disclosure of radon. A landlord must disclose in writing to each  
85 tenant in a residential rental building, within 14 days after a confirmed  
86 radon test, any elevated radon concentrations (above EPA's  
87 recommended radon action level) that are known to be present within the  
88 dwelling.

89 ~~[(h)]~~ (j) Termination of lease. A tenant ~~[[may have the option]]~~ has the  
90 right to terminate a lease, if the landlord fails to mitigate under subsection  
91 (f), without loss of security deposit or any other financial penalty. A  
92 tenant must provide, in writing, to the landlord a notice of the intent to  
93 terminate and vacate the premises. The notice may be effective either  
94 immediately upon receipt by the landlord, or as agreed upon by both  
95 parties, to allow the tenant to find alternative housing.

96 **Sec. 2. Effective date.** The amendments in Section 1 take effect on July 1, 2023.

*Approved:*



11/02/2022

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Gabe Albornoz, President, County Council

Date

*Approved:*

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Marc Elrich, County Executive

Date

*This is a correct copy of Council action.*

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Judy Rupp, Clerk of the Council

Date