

Public Hearing Testimony, March 4, 2025, Re: Bill 6-25

Robert Pestronk, Willard Towers

Thank you for the opportunity to speak with you this afternoon. I am Robert Pestronk, a renter.

I wish to make two requests for inclusion in Bill 6-25. Both concern transparency. Both bear on potential eviction.

The first addresses lease language. The second addresses the availability of utility cost and utility fee documentation and the ability of renters to calculate and determine the basis for both their individual utility bills and utility fees.

First, lease language should be plain spoken. On their face, lease terms should be compliant with local, County, State, and federal law.

A lease term stating that if another lease term is against a local, State, or federal law it will not prevail is a legal and administrative efficiency for a landlord with properties in multiple jurisdictions. It allows a landlord to include the most landlord-favorable language for a state in which they own property in all of their leases. But it encourages a tenant in another jurisdiction to believe that those illegal terms apply.

The rights and responsibilities of tenants and landlords should not be hidden behind such language. Tenants should not have to bear the time and dollar cost of legal research or of an attorney for an interpretation of the lease or law. Tenants should not have to believe legally non-compliant terms prevail.

My current, proposed lease clearly has terms that are not compliant with the law. One example concerns eviction in the case of building renovation during lease term. There are others.

Second, transparency should be required in utility billings and utility administrative fees.

Current County regulations cap a water fee at one dollar. And, under current regulations landlords must respond to a resident request to view the underlying gross water bills and be provided with common area deductions to calculate how the County's Ratio Utility Billing System formula is used to calculate the individual apartment charge.

However, now, there is no limit on fees for other utilities. And there is no requirement for landlords to share how third parties or landlords calculate or allocate these fees to an individual renter.

As a result, the details for RUBS formula calculation are not transparent. Neither landlords nor third party billers are required to provide or display the basis for gas, electricity or other utility calculations. No common area deductions must be displayed.

These bills are an increasingly expensive component of monthly rent. Their calculation should be transparent. Failure to pay them can lead to eviction.

In summary, lease terms should comply with Montgomery County regulations and Maryland law. Access to the details for all utility and fee billing should be required.

Thank you for considering these requests for transparency.