C2, I3

### By: Senator Feldman

Introduced and read first time: February 12, 2020 Assigned to: Rules

#### A BILL ENTITLED

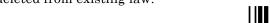
#### 1 AN ACT concerning

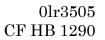
# Consumer Protection – Home Improvement Contractors – Home Improvement Contracts

4 FOR the purpose of authorizing, under certain circumstances, certain home improvement  $\mathbf{5}$ contractors to obtain the full contract price of a home improvement contract by 6 posting an irrevocable letter of credit in a certain amount; authorizing certain 7 owners to file a complaint with the Division of Consumer Protection in the Office of 8 the Attorney General under certain circumstances; requiring the Division to notify the contractor, investigate a certain complaint, and make certain determinations 9 under certain circumstances; authorizing the Division to draw on a certain letter of 10 11 credit under certain circumstances; prohibiting a certain contractor from posting a 12certain letter of credit for a certain period of time under certain circumstances; 13 providing the Division with the power to investigate a certain contractor and draw 14 on a certain letter of credit in accordance with a certain provision of law; defining 15certain terms; and generally relating to home improvement contractors and home 16improvement contracts.

- 17 BY adding to
- 18 Article Business Regulation
- 19 Section 8–501.1
- 20 Annotated Code of Maryland
- 21 (2015 Replacement Volume and 2019 Supplement)
- 22 BY repealing and reenacting, with amendments,
- 23 Article Business Regulation
- 24 Section 8–617
- 25 Annotated Code of Maryland
- 26 (2015 Replacement Volume and 2019 Supplement)
- 27 BY repealing and reenacting, without amendments,
- 28 Article Commercial Law

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [Brackets] indicate matter deleted from existing law.





1	Section 13–201
$\frac{1}{2}$	Annotated Code of Maryland
$\frac{2}{3}$	(2013 Replacement Volume and 2019 Supplement)
0	(2019 Replacement volume and 2019 Supplement)
4	BY repealing and reenacting, with amendments,
<b>5</b>	Article – Commercial Law
6	Section 13–204(a)(14) and (15)
<b>7</b>	Annotated Code of Maryland
8	(2013 Replacement Volume and 2019 Supplement)
9	BY adding to
10	Article – Commercial Law
11	Section $13-204(a)(16)$
12	Annotated Code of Maryland
12	(2013 Replacement Volume and 2019 Supplement)
10	(2013 Replacement Volume and 2013 Supplement)
14	SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
15	That the Laws of Maryland read as follows:
16	<b>Article – Business Regulation</b>
17	8–501.1.
18	(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
19	INDICATED.
20	(2) "CONTRACTOR" INCLUDES A HOME IMPROVEMENT RETAILER
21	THAT EMPLOYS OR CONTRACTS WITH A CONTRACTOR.
22	(3) "DIVISION" MEANS THE DIVISION OF CONSUMER PROTECTION IN
23	THE OFFICE OF THE ATTORNEY GENERAL.
20	THE OFFICE OF THE MITORNET GENERAL.
24	(B) (1) A CONTRACTOR MAY OBTAIN THE FULL CONTRACT PRICE BEFORE
25	OR AT THE TIME OF EXECUTION OF A HOME IMPROVEMENT CONTRACT IF THE
26	CONTRACTOR POSTS AN IRREVOCABLE LETTER OF CREDIT, PAYABLE TO THE
27	DIVISION, IN AN AMOUNT EQUAL TO \$100,000 PER HOME IMPROVEMENT CONTRACT
28	BUT NOT EXCEEDING \$2,000,000.
29	(2) IN THE EVENT OF A DISPUTE WITH A CONTRACTOR, AN OWNER
30	MAY FILE A COMPLAINT WITH THE DIVISION AGAINST THE CONTRACTOR AND
31	REQUEST THAT THE DIVISION DRAW ON THE CONTRACTOR'S LETTER OF CREDIT.
ეი	(2) ON DECEMPTOR A COMPLAINT THE DIVISION SHALL.
32	(3) ON RECEIPT OF A COMPLAINT, THE DIVISION SHALL:

- 33
- (I) NOTIFY THE CONTRACTOR;

1 **(II) INVESTIGATE THE COMPLAINT; AND**  $\mathbf{2}$ (III) DETERMINE IF THE CONTRACTOR IS IN DEFAULT OF THE 3 CONTRACT. (4) IF THE DIVISION DETERMINES THAT THE CONTRACTOR IS 4 **(I)** IN DEFAULT OF THE CONTRACT, THE DIVISION MAY, AFTER PROVIDING NOTICE TO  $\mathbf{5}$ 6 THE CONTRACTOR, DRAW ON THE LETTER OF CREDIT TO SATISFY A CONSUMER'S 7 **COMPLAINT.** IF THE DIVISION DRAWS ON A LETTER OF CREDIT AT LEAST 8 **(II)** 9 TWO TIMES WITHIN A 2-YEAR PERIOD, THE CONTRACTOR SHALL BE PROHIBITED FROM POSTING AN IRREVOCABLE LETTER OF CREDIT UNDER THIS SECTION FOR 5 10 11 YEARS. 128-617.A person may not demand or receive any payment for a home improvement 13(a) before the home improvement contract is signed. 14[A] EXCEPT AS PROVIDED IN § 8–501.1 OF THIS TITLE, A person may not 15(b)receive a deposit of more than one-third of the home improvement contract price before or 16 17at the time of execution of the home improvement contract. Article - Commercial Law 18 13 - 201. 19 20There is a Division of Consumer Protection in the Office of the Attorney General. 21The Division shall administer this subtitle. 2213 - 204.23In addition to any other of its powers and duties, the Division has the powers (a) 24and duties to: 25(14)Maintain a list of nonprofit organizations that: 26(i) Solely offer counseling or advice to homeowners in foreclosure or loan default; and 2728Are not directly or indirectly related to and do not contract for (ii) 29services with for-profit lenders or foreclosure purchasers, as defined in § 7–301 of the Real 30 Property Article; [and]

1 (15) (i) Bring a civil action for damages against a person who violates § 2 8–801 of the Criminal Law Article on behalf of a victim of the offense or, if the victim is 3 deceased, the victim's estate;

4 (ii) Recover damages under this item for property loss or damage; 5 and

6 (iii) If the Division prevails in an action brought under this item, 7 recover the costs of the action for the use of the Office of the Attorney General; **AND** 

8 (16) INVESTIGATE, IN ACCORDANCE WITH § 8–501.1 OF THE BUSINESS 9 REGULATION ARTICLE, A CONTRACTOR WHO DRAWS ON A LETTER OF CREDIT 10 POSTED BY THE CONTRACTOR.

11 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect 12 October 1, 2020.

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