

only other changes are in style.

[§ 8-205. ]] 8-204. COVENANT OF QUIET ENJOYMENT.

(A) APPLICABILITY OF SECTION.

THIS SECTION IS APPLICABLE ONLY TO SINGLE OR MULTI-FAMILY DWELLING UNITS.

[[ (A) ]] (B) COVENANT OF QUIET ENJOYMENT REQUIRED.

A LANDLORD SHALL ASSURE HIS TENANT THAT THE TENANT, PEACEABLY AND QUIETLY, MAY ENTER ON THE LEASED PREMISES AT THE BEGINNING OF THE TERM OF ANY LEASE.

[[ (B) ]] (C) ABATEMENT OF RENT FOR FAILURE TO DELIVER.

IF THE LANDLORD FAILS TO PROVIDE THE TENANT WITH POSSESSION OF THE DWELLING UNIT AT THE BEGINNING OF THE TERM OF ANY LEASE, THE RENT PAYABLE UNDER THE LEASE SHALL ABATE UNTIL POSSESSION IS DELIVERED. THE TENANT, ON WRITTEN NOTICE TO THE LANDLORD BEFORE POSSESSION IS DELIVERED, MAY TERMINATE, CANCEL, AND RESCIND THE LEASE.

[[ (C) ]] (D) LIABILITY OF LANDLORD.

ON TERMINATION OF THE LEASE UNDER THIS SECTION, THE LANDLORD IS LIABLE TO THE TENANT FOR ALL MONEY OR PROPERTY GIVEN AS PREPAID RENT, DEPOSIT, OR SECURITY.

[[ (D) ]] (E) CONSEQUENTIAL DAMAGES.

IF THE LANDLORD FAILS TO PROVIDE THE TENANT WITH POSSESSION OF THE DWELLING UNIT AT THE BEGINNING OF THE TERM OF ANY LEASE, WHETHER OR NOT THE LEASE IS TERMINATED UNDER THIS SECTION, THE LANDLORD IS LIABLE TO THE TENANT FOR CONSEQUENTIAL DAMAGES ACTUALLY SUFFERED BY HIM SUBSEQUENT TO THE TENANT'S GIVING NOTICE TO THE LANDLORD OF HIS INABILITY TO ENTER ON THE LEASED PREMISES.

[[ (E) ]] (F) EVICTION OF TENANT HOLDING OVER.

THE LANDLORD MAY BRING AN ACTION OF EVICTION AND DAMAGES AGAINST ANY TENANT HOLDING OVER AFTER THE END OF HIS TERM EVEN THOUGH THE LANDLORD HAS ENTERED INTO A LEASE WITH ANOTHER TENANT, AND HE MAY JOIN THE NEW TENANT AS A PARTY TO THE ACTION.

REVISOR'S NOTE: This section presently appears as Art. 21, §8-218 of the Code. The present reference to "rental" is proposed for deletion for the reasons explained in the revisor's