

the agreement shall be automatically [cancelled] CANCELED, and the subscriber or the subscriber's legal representative shall receive within 30 days thereafter a full refund of all moneys paid to the provider, except:

(i) Those special additional costs incurred by the provider due to modifications in the structure or furnishings of the unit specifically requested by the subscriber THAT DO NOT EXCEED THE REASONABLE COSTS OF MODIFICATION OR RESTORATION ACTUALLY INCURRED BY THE PROVIDER and set forth in writing in a separate addendum to the agreement and signed by the subscriber, and

(ii) A processing fee approved by the Office.

(2) In the event that the subscriber rescinds the continuing care agreement within ~~30~~ 90 days after entering into the agreement and prior to [occupying] THE DATE OF OCCUPANCY OF the unit for any reason other than the reasons specified in subsection (b)(1) of this section, the refund provisions shall be the same as those provided for in subsection (b)(1) of this section. If, prior to [occupying] THE DATE OF OCCUPANCY OF a unit, the subscriber rescinds the continuing care agreement after the ~~30-day~~ 90-DAY period for any reason other than the reasons specified in subsection (b)(1) of this section, [the refund provisions will be the same as those in subsection (b)(1) of this section, except that the provider may withhold the refund until a continuing care agreement is entered into between the provider and another subscriber with respect to the unit, or 80 percent of the units at the facility are contracted for, whichever occurs first] THE PROVIDER MAY REQUIRE THE SUBSCRIBER TO FORFEIT AN AMOUNT UP TO 25% OF THE SUBSCRIBER'S ENTRANCE FEE DEPOSIT.

(c) A subscriber may rescind a continuing care agreement at any time if the terms of the agreement are in violation of the terms of this subtitle and the subscriber is injured by the violation. The subscriber shall be entitled to treble damages for extensive injuries arising from the violations.

(d) If an applicant for admission to a continuing care facility withdraws the application prior to execution of a continuing care agreement, the applicant shall receive a full refund of all moneys paid to the provider except a processing fee approved by the Office.

15.

No continuing care agreement shall permit dismissal or discharge of the subscriber from the facility providing care prior to the expiration of the agreement without just cause for such removal and without providing advance notice of at least 60 days. If a [facility] PROVIDER terminates a subscriber for just cause, the [facility] PROVIDER shall pay to the subscriber, no later than 60 days after the LATER TO OCCUR OF THE date of dismissal or discharge OR THE DATE THE SUBSCRIBER VACATES THE UNIT, a refund equal to the entrance fee divided by the subscriber's years of expected lifetime at admission multiplied by the subscriber's years of expected lifetime at discharge or dismissal. Years of expected lifetime shall be computed for both purposes on the basis of the [life] APPROPRIATE tables most recently published by the U.S. Department of Health and Human Services at the time of discharge or dismissal.