

(B) A LANDLORD WHO RENTS USING A WRITTEN LEASE SHALL PROVIDE, UPON WRITTEN REQUEST FROM ANY PROSPECTIVE APPLICANT FOR A LEASE, A COPY OF THE PROPOSED FORM OF LEASE IN WRITING, COMPLETE IN EVERY MATERIAL DETAIL, EXCEPT FOR THE DATE, THE NAME AND ADDRESS OF THE TENANT, THE DESIGNATION OF THE PREMISES, AND THE RENTAL RATE WITHOUT REQUIRING EXECUTION OF THE LEASE OR ANY PRIOR DEPOSIT.

(C) A LEASE SHALL INCLUDE:

(1) A STATEMENT THAT THE PREMISES WILL BE MADE AVAILABLE IN A CONDITION PERMITTING HABITATION, WITH REASONABLE SAFETY, IF THAT IS THE AGREEMENT, OR IF THAT IS NOT THE AGREEMENT, A STATEMENT OF THE AGREEMENT CONCERNING THE CONDITION OF THE PREMISES; AND

(2) THE LANDLORD'S AND THE TENANT'S SPECIFIC OBLIGATIONS AS TO HEAT, GAS, ELECTRICITY, WATER, AND REPAIR OF THE PREMISES.

[(a)](D) A [lease] LANDLORD may not [contain] USE A LEASE OR FORM OF LEASE CONTAINING any [of the following provisions] PROVISION THAT:

(1) [A provision whereby] HAS the tenant [authorizes] AUTHORIZE any person to confess judgment on a claim arising out of the lease[.];

(2) [A provision whereby] HAS the tenant [agrees] AGREE to waive or to forego any right or remedy provided by applicable law[.];

(3) (I) [A provision providing] PROVIDES for a penalty for the late payment of rent in excess of 5% of the amount of rent due for the rental period for which the payment was delinquent[.]; OR

(II) In the case of leases under which the rent is paid in weekly rental installments, PROVIDES FOR A LATE[ a] penalty of MORE THAN \$3 [may be charged for the late payment of rent; however, these late penalties for rent paid under a lease providing for weekly rental installments shall constitute, in the aggregate,] PER WEEK OR A TOTAL OF no more than \$12 per month[.];

(4) [Any provision whereby] HAS the tenant [waives his] WAIVE THE right to a jury trial[.];

(5) [Any provision whereby] HAS the tenant [agrees] AGREE to a period required for landlord's notice to quit WHICH IS less than that provided by applicable law; provided, however, that neither party is prohibited [hereby] from agreeing to a longer notice period than that required by applicable law[.];

(6) [Any provision authorizing] AUTHORIZES the landlord to take possession of the leased premises, or the tenant's personal property [therein] unless the lease has been terminated by action of the parties or by operation of law, and [such] THE personal property has been abandoned by the tenant without the benefit of formal legal process[.];

(7) [Any provision that is deemed to be] IS against public policy and void pursuant to § 8-105; OR