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§8–204.

(a) This section is applicable only to single or multi-family dwelling units.

(b) A landlord shall assure the tenant that the tenant, peaceably and quietly, may enter on the leased premises at the beginning of the term of any lease.

(c) 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.

(d) 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.

(e) 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 the tenant subsequent to the tenant's giving notice to the landlord of the tenant's inability to enter on the leased premises.

(f) The landlord may bring an action of eviction and damages against any tenant holding over after the end of the tenant's term even though the landlord has entered into a lease with another tenant, and the landlord may join the new tenant as a party to the action.

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