

HOUSE BILL 605

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1999 Regular Session
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By: **Delegate Krysiak (Commission to Review Landlord-Tenant Law) and
Delegates Brown, Arnick, Howard, Dembrow, C. Davis, Bronrott, Kagan,
R. Baker, Vallario, Benson, La Vay, DeCarlo, and Barve**

Introduced and read first time: February 11, 1999

Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property - Landlord-Tenant Actions**

3 FOR the purpose of revising provisions of law relating to landlords and tenants;
4 clarifying the rent escrow procedures to be followed in certain landlord-tenant
5 actions; providing miscellaneous requirements for lease option agreements,
6 security deposits, landlords' receipts, and residential leases; clarifying the
7 procedures to be followed in instances of retaliatory evictions; providing for the
8 termination of certain residential leases upon a tenant's involuntary
9 employment transfer, illness, or disability; authorizing the District Court to
10 award certain late fees and additional accruing installments of rent in certain
11 summary ejectment actions; authorizing the District Court to enter judgments
12 for unpaid rent under certain circumstances in certain tenant holding over
13 actions; authorizing a tenant who has not been personally served with a
14 summons to make a limited appearance in certain landlord-tenant actions
15 without becoming subject to the personal jurisdiction of the court; providing that
16 the acceptance of rent under certain circumstances shall not constitute a waiver
17 of certain rights absent a specific written agreement to the contrary; defining
18 certain terms; establishing procedures to be followed in wrongful detainer
19 actions; providing a cause of action for the wrongful eviction of a tenant;
20 establishing procedures to be followed where the title to real property is claimed
21 to be disputed in a landlord-tenant action; clarifying the procedures to be
22 followed when a party in certain landlord-tenant actions elects a trial by jury;
23 authorizing the District Court to exercise injunctive powers in certain
24 landlord-tenant actions; making technical and stylistic changes; and generally
25 relating to the rights and obligations of landlords and tenants and actions
26 involving landlords and tenants.

27 BY repealing and reenacting, with amendments,
28 Article - Real Property
29 Section 8-118, 8-202, 8-203, 8-205, 8-208, 8-208.1, 8-210, 8-212.1, 8-213,
30 8-401, 8-402, 8-402.1 and 8-403
31 Annotated Code of Maryland
32 (1996 Replacement Volume and 1998 Supplement)

1 BY adding to
2 Article - Real Property
3 Section 8-118.1, 8-203.1, 8-402.3, 8-402.4, 8-404, and 8-601 through 8-604,
4 inclusive
5 Annotated Code of Maryland
6 (1996 Replacement Volume and 1998 Supplement)

7 BY repealing
8 Article - Real Property
9 Section 8-203.1
10 Annotated Code of Maryland
11 (1996 Replacement Volume and 1998 Supplement)

12 BY repealing and reenacting, with amendments,
13 Article - Courts and Judicial Proceedings
14 Section 4-401
15 Annotated Code of Maryland
16 (1998 Replacement Volume)

17 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
18 MARYLAND, That the Laws of Maryland read as follows:

19 **Article - Real Property**

20 8-118.

21 (a) In an action under § 8-401, § 8-402, or § 8-402.1 of this article in which a
22 party [prays] DEMANDS a jury trial, the District Court IMMEDIATELY shall enter an
23 order directing the tenant or anyone holding under the tenant to pay all rents as they
24 come due during the pendency of the action, as prescribed in subsection (b) of this
25 section. THE ORDER SHALL REQUIRE THE RENT TO BE PAID AS AND WHEN DUE
26 UNDER THE LEASE STARTING WITH THE NEXT RENT DUE DATE AFTER THE ACTION
27 WAS FILED.

28 (b) The District Court shall order that the rents be paid:

29 (1) [into] INTO the registry of an escrow account of:

30 [(1)] (I) The clerk of the circuit court; or

31 [(2)] (II) If directed by the District Court, an administrative agency
32 of the county which is empowered by local law to hold rents in escrow pending
33 investigation and disposition of complaints by tenants; OR

34 (2) TO THE LANDLORD IF BOTH THE TENANT AND LANDLORD AGREE OR
35 AT THE DISCRETION OF THE DISTRICT COURT.

1 (c) (1) In an action under § 8-401, § 8-402, or § 8-402.1 of this article, if the
2 tenant or anyone holding under the tenant fails to pay rent as it comes due pursuant
3 to the terms of the order, the circuit court, on motion of the landlord and certification
4 of the clerk, THE LANDLORD, or agency of the status of the account, shall conduct a
5 hearing within 30 days.

6 (2) [At the hearing the landlord must show that the escrow order is valid
7 and that the tenant has failed to comply with the order.] THE DISTRICT COURT'S
8 ESCROW ORDER AND THE CLERK'S CERTIFICATION ARE PRESUMED TO BE VALID.

9 (3) The tenant may dispute the validity or terms of the District Court's
10 escrow order or raise any other defense[, including any legal justification,] to the
11 tenant's alleged noncompliance with the order.

12 (4) If the circuit court determines that the [landlord has sustained the
13 burden of showing that the escrow order is valid and that the tenant,] FAILURE TO
14 PAY IS without [cause] LEGAL JUSTIFICATION, [has failed to comply with the
15 District Court's order,] the court may treat the tenant's [prayer] DEMAND for jury
16 trial as waived, and can either immediately conduct a nonjury trial or set the matter
17 for a future nonjury trial on the merits of the landlord's claim.

18 (d) Upon final disposition of the action, the circuit court shall order
19 distribution of the rent escrow account in accordance with the judgment. If no
20 judgment is entered, the circuit court shall order distribution to the party entitled to
21 the rent escrow account after hearing.

22 8-118.1.

23 (A) (1) IN AN ACTION UNDER § 8-402.3 OF THIS TITLE IN WHICH A PARTY
24 DEMANDS A JURY TRIAL, THE DISTRICT COURT IMMEDIATELY SHALL ENTER AN
25 ORDER DIRECTING THE PERSON OR ENTITY IN POSSESSION TO PAY THE MONTHLY
26 FAIR RENTAL VALUE OF THE PREMISES THAT IS SUBJECT TO THE ACTION, OR SUCH
27 OTHER AMOUNT AS THE COURT MAY DETERMINE IS PROPER, STARTING AS OF THE
28 DATE OF THE ACTION WAS FILED, AS REQUIRED IN SUBSECTION (B) OF THIS
29 SECTION.

30 (2) THE ORDER SHALL REQUIRE THE AMOUNT DETERMINED BY THE
31 COURT TO BE PAID WITHIN 5 DAYS OF THE DATE OF THE ORDER.

32 (B) THE DISTRICT COURT SHALL ORDER THAT THE AMOUNT DETERMINED BY
33 THE COURT BE PAID:

34 (1) INTO THE REGISTRY OF AN ESCROW ACCOUNT OF THE CLERK OF
35 THE CIRCUIT COURT; OR

36 (2) TO THE PLAINTIFF IF BOTH THE DEFENDANT AND THE PLAINTIFF
37 AGREE OR AT THE DISCRETION OF THE DISTRICT COURT.

38 (C) (1) IF THE PERSON OR ENTITY FAILS TO PAY UNDER THE TERMS OF THE
39 ORDER, THE CIRCUIT COURT, ON MOTION OF THE PERSON OR ENTITY CLAIMING

1 POSSESSION AND CERTIFICATION OF THE CLERK OR THE PLAINTIFF, IF THE
2 PAYMENT IS MADE TO THE PLAINTIFF, OF THE STATUS OF THE ACCOUNT, SHALL
3 CONDUCT A HEARING WITHIN 30 DAYS.

4 (2) THE DISTRICT COURT'S ESCROW ORDER AND THE CLERK'S
5 CERTIFICATION ARE PRESUMED TO BE VALID.

6 (3) THE PERSON OR ENTITY IN POSSESSION MAY DISPUTE THE VALIDITY
7 OR TERMS OF THE DISTRICT COURT'S ESCROW ORDER OR RAISE ANY OTHER
8 DEFENSE TO THE PERSON'S ALLEGED NONCOMPLIANCE WITH THE ORDER.

9 (D) (1) IF THE CIRCUIT COURT DETERMINES THAT THE FAILURE TO PAY IS
10 WITHOUT LEGAL JUSTIFICATION, THE COURT MAY TREAT THE PERSON OR ENTITY IN
11 POSSESSION'S DEMAND FOR JURY TRIAL AS WAIVED, AND CAN IMMEDIATELY
12 CONDUCT A NONJURY TRIAL OR SET THE MATTER FOR A FUTURE NONJURY TRIAL ON
13 THE MERITS OF THE CLAIM OF THE PERSON OR ENTITY CLAIMING POSSESSION.

14 (2) IF THE CIRCUIT COURT, ON MOTION, DETERMINES THAT EITHER
15 PARTY IS ENTITLED TO POSSESSION AS A MATTER OF LAW, THE COURT SHALL ENTER
16 A JUDGMENT IN FAVOR OF THAT PARTY FOR POSSESSION OF THE PROPERTY AND
17 FOR ANY OTHER APPROPRIATE RELIEF.

18 (E) (1) UPON FINAL DISPOSITION OF THE ACTION, THE CIRCUIT COURT
19 SHALL ORDER DISTRIBUTION OF THE ESCROW ACCOUNT IN ACCORDANCE WITH THE
20 JUDGMENT.

21 (2) IF NO JUDGMENT IS ENTERED, THE CIRCUIT COURT SHALL ORDER
22 DISTRIBUTION TO THE PARTY ENTITLED TO THE ESCROW ACCOUNT AFTER
23 HEARING.

24 8-202.

25 (a) For the purposes of this section, a "lease option agreement" means any
26 [lease agreement containing a] clause IN A LEASE AGREEMENT OR SEPARATE
27 DOCUMENT that confers on the tenant some power, either qualified or unqualified, to
28 purchase the landlord's interest in the property.

29 (b) (1) [No] A lease option agreement to purchase improved residential
30 property, with or without a ground rent, executed after July 1, 1971 [is valid, unless
31 it contains] SHALL CONTAIN a statement in capital letters: THIS IS NOT A CONTRACT
32 TO BUY.

33 (2) In addition, the agreement shall contain a clear statement of its
34 purpose and effect with respect to the ultimate purchase of the property which is the
35 subject of the lease option.

36 (C) IF A LEASE OPTION AGREEMENT FAILS TO COMPLY WITH SUBSECTION (B)
37 OF THIS SECTION AND IS OTHERWISE ENFORCEABLE, THE LEASE, THE LEASE
38 OPTION AGREEMENT, OR BOTH MAY BE VOIDED AT THE OPTION OF THE PARTY THAT
39 DID NOT DRAFT THE LEASE OPTION AGREEMENT.

1 8-203.

2 (a) (1) In this section THE FOLLOWING WORDS HAVE THE MEANINGS
3 INDICATED.

4 (2) "LANDLORD" MEANS A LANDLORD OR A PROSPECTIVE LANDLORD.

5 (3) ["security] "SECURITY deposit" means any payment of money,
6 including payment of the last month's rent in advance of the time it is due, given to a
7 landlord by a tenant in order to protect the landlord against nonpayment of rent or
8 damage to the leased premises, COMMON AREAS, MAJOR APPLIANCES, AND
9 FURNISHINGS.

10 (4) "TENANT" MEANS A TENANT OR A PROSPECTIVE TENANT.

11 (b) (1) A landlord may not impose a security deposit in excess of the
12 equivalent of two months' rent[, or \$50, whichever is greater,] per dwelling unit,
13 regardless of the number of tenants.

14 (2) If a landlord charges more than the equivalent of two months' rent[,
15 or \$50, whichever is greater,] per dwelling unit as a security deposit, the tenant may
16 recover up to threefold the extra amount charged, plus reasonable attorney's fees.

17 (3) An action under this section may be brought at any time during the
18 tenancy or within two years after its termination.

19 (c) [(1)] The landlord shall give the tenant a receipt for the security deposit
20 AS SPECIFIED IN SECTION 8-203.1 OF THIS SUBTITLE. The receipt may be included in
21 a written lease.

22 [(2)] The landlord shall be liable to the tenant in the sum of \$25 if the
23 landlord fails to provide a written receipt for the security deposit.

24 (3) The receipt or lease shall contain language informing the tenant of
25 his rights under this section to receive from the landlord a written list of all existing
26 damages if the tenant makes a written request of the landlord within 15 days of the
27 tenant's occupancy.]

28 (d) [(1)] If the landlord imposes a security deposit, on written request, he
29 promptly shall provide the tenant with a written list of all existing damages. The
30 request must be made within 15 days of the tenant's occupancy.

31 (2) Failure to provide the tenant with this written statement renders the
32 landlord liable to the tenant for threefold the amount of the security deposit. The total
33 amount of damages shall be subject to a setoff for damages and unpaid rent which
34 reasonably could be withheld under this section.

35 (e) (1) (I) The landlord shall maintain all security deposits in [a banking
36 or savings institution] FEDERALLY INSURED FINANCIAL INSTITUTIONS, AS DEFINED

1 IN § 1-101 OF THE FINANCIAL INSTITUTIONS ARTICLE, WHICH DO BUSINESS in the
2 State.

3 (II) [The account] SECURITY DEPOSIT ACCOUNTS shall be
4 MAINTAINED IN BRANCHES OF THE FINANCIAL INSTITUTIONS WHICH ARE LOCATED
5 WITHIN THE STATE AND THE ACCOUNTS SHALL BE devoted exclusively to security
6 deposits and bear interest.

7 (III) A SECURITY DEPOSIT SHALL BE DEPOSITED IN AN ACCOUNT
8 WITHIN 30 DAYS AFTER THE LANDLORD RECEIVES IT.

9 (IV) THE AGGREGATE AMOUNT OF THE ACCOUNTS SHALL BE
10 SUFFICIENT IN AMOUNT TO EQUAL ALL SECURITY DEPOSITS AND ACCRUED
11 INTEREST FOR WHICH THE LANDLORD IS LIABLE.

12 (2) [A security deposit shall be deposited in the account within 30 days
13 after the landlord receives it.]

14 (I) IN LIEU OF THE ACCOUNTS DESCRIBED IN PARAGRAPH (1) OF
15 THIS SUBSECTION, THE LANDLORD MAY HOLD THE SECURITY DEPOSITS IN INSURED
16 CERTIFICATES OF DEPOSIT AT BRANCHES OF FEDERALLY INSURED FINANCIAL
17 INSTITUTIONS, AS DEFINED IN § 1-101 OF THE FINANCIAL INSTITUTIONS ARTICLE,
18 LOCATED IN THE STATE OR IN SECURITIES ISSUED BY THE FEDERAL GOVERNMENT
19 OR THE STATE OF MARYLAND.

20 (II) IN THE AGGREGATE CERTIFICATES OF DEPOSIT OR SECURITIES
21 SHALL BE SUFFICIENT IN AMOUNT TO EQUAL ALL SECURITY DEPOSITS AND
22 ACCRUED INTEREST FOR WHICH THE LANDLORD IS LIABLE.

23 (3) In the event of sale or transfer of [any sort, including receivership or
24 bankruptcy, the security deposit is binding on the successor in interest to the person
25 to whom the deposit is given. Security deposits are free from any attachment by
26 creditors] THE LANDLORD'S INTEREST IN THE LEASED PREMISES, INCLUDING
27 RECEIVERSHIP OR BANKRUPTCY:

28 (I) THE LANDLORD OR THE LANDLORD'S ESTATE SHALL REMAIN
29 LIABLE TO THE TENANT AND THE TRANSFEREE FOR MAINTENANCE OF THE
30 SECURITY DEPOSIT AS REQUIRED BY LAW, AND THE WITHHOLDING AND RETURN OF
31 SECURITY DEPOSIT PLUS INTEREST AS REQUIRED BY LAW, AS TO ALL OR ANY
32 PORTION OF THE SECURITY DEPOSIT THAT THE LANDLORD FAILS TO DELIVER TO
33 THE TRANSFEREE TOGETHER WITH AN ACCOUNTING SHOWING THE AMOUNT AND
34 DATE OF THE ORIGINAL DEPOSIT, THE RECORDS OF THE INTEREST RATES
35 APPLICABLE TO THE SECURITY DEPOSIT, IF ANY, THE NAME AND LAST KNOWN
36 ADDRESS OF THE TENANT FROM, OR ON WHOSE BEHALF THE DEPOSIT WAS
37 RECEIVED, A CALCULATION OF INTEREST THAT IS PAYABLE TO THE TENANT AS OF
38 THE DATE OF TRANSFER AND A COPY OF ANY LIST OF DAMAGES THAT WAS
39 PROVIDED TO THE TENANT FOR ANY TENANT WHOSE TENANCY TERMINATED
40 WITHIN 1 YEAR PRIOR TO THE DATE OF TRANSFER.

1 (II) THE TRANSFEREE SHALL BE LIABLE TO THE TENANT FOR THE
2 SECURITY DEPOSIT THAT THIS SECTION REQUIRES TO BE TRANSFERRED, WHETHER
3 OR NOT IT IS ACTUALLY RECEIVED FROM THE LANDLORD.

4 (4) Any successor in interest is liable to the tenant for failure to return
5 the security deposit, together with interest, as provided in this section.

6 [(f)] (E) (1) Within 45 days after the end of the tenancy, the landlord shall
7 return the security deposit to the tenant together with simple interest which has
8 accrued in the amount of 4 percent per annum, less any damages rightfully withheld.

9 (2) Interest shall accrue at six-month intervals from the day the tenant
10 gives the landlord the security deposit. Interest is not compounded.

11 (3) Interest shall be payable only on security deposits of \$50 or more.

12 (4) If the landlord, without a reasonable basis, fails to return any part of
13 the security deposit, plus accrued interest, within 45 days after the termination of the
14 tenancy, the tenant has an action of up to threefold of the withheld amount, plus
15 reasonable attorney's fees.

16 [(g)] (F) (1) (I) The security deposit, or any portion thereof, may be withheld
17 for unpaid rent, damage due to breach of lease or for damage BY THE TENANT OR THE
18 TENANT'S FAMILY, AGENTS, EMPLOYEES, GUESTS OR INVITEES IN EXCESS OF
19 ORDINARY WEAR AND TEAR to the leased premises [by the tenant, his family, agents,
20 employees, or social guests in excess of ordinary wear and tear], COMMON AREAS,
21 MAJOR APPLIANCES, AND FURNISHINGS OWNED BY THE LANDLORD.

22 (II) The tenant has the right to be present when the landlord or
23 [his] THE LANDLORD'S agent inspects the premises in order to determine if any
24 damage was done to the premises, if the tenant notifies the landlord by [certified]
25 FIRST CLASS mail of [his] THE TENANT'S intention to move, the date of moving, and
26 [his] THE TENANT'S new address.

27 (III) The notice to be furnished by the tenant to the landlord shall be
28 mailed at least 15 days prior to the date of moving.

29 (IV) Upon receipt of the notice, the landlord shall notify the tenant
30 by [certified] FIRST CLASS mail of the time and date when the premises are to be
31 inspected.

32 (V) The date of inspection shall occur within five days before or five
33 days after the date of moving as designated in the tenant's notice.

34 (VI) The tenant shall be advised of [his] THE TENANT'S rights under
35 this subsection in writing at the time of [his] THE TENANT'S payment of the security
36 deposit.

37 (VII) Failure by the landlord to comply with this requirement forfeits
38 the right of the landlord to withhold any part of the security deposit for damages.

1 (2) The security deposit is not liquidated damages and may not be
2 forfeited to the landlord for breach of the rental agreement, except in the amount that
3 the landlord is actually damaged by the breach.

4 (3) In calculating damages for lost future rents any amount of rents
5 received by the landlord for the premises during the remainder if any, of the tenant's
6 term, shall reduce the damages by a like amount.

7 [(h)] (G) (1) If any portion of the security deposit is withheld, the landlord
8 shall present by first-class mail directed to the last known address of the tenant,
9 within [30] 45 days after the termination of the tenancy, a written list of the damages
10 claimed under subsection [(g)(1)] (F)(1) OF THIS SECTION together with a statement
11 of the cost actually incurred.

12 (2) If the landlord fails to comply with this requirement, [he] THE
13 LANDLORD forfeits the right to withhold any part of the security deposit for damages.

14 [(i)] (H) (1) The provisions of subsections [(f)(1), (f)(4), (h)(1), and (h)(2)]
15 (E)(1) AND (4) AND (G)(1) AND (2) OF THIS SECTION are inapplicable to a tenant who has
16 been evicted or ejected for breach of a condition or covenant of a lease prior to the
17 termination of the tenancy or who has abandoned the premises prior to the
18 termination of the tenancy.

19 (2) (I) A tenant specified in paragraph (1) OF THIS SUBSECTION may
20 demand return of the security deposit by giving written notice by first-class mail to
21 the landlord within 45 days of being evicted or ejected or of abandoning the premises.

22 (II) The notice shall specify the tenant's new address.

23 (III) The landlord, within 30 days of receipt of such notice, shall
24 present, by first-class mail to the tenant, a written list of the damages claimed under
25 subsection [(g)(1)] (F)(1) OF THIS SECTION together with a statement of the costs
26 actually incurred.

27 (IV) Within 45 days of receipt of the notice, the landlord shall return
28 to the tenant the security deposit together with simple interest which has accrued in
29 the amount of 4 percent per annum, less any damages rightfully withheld.

30 (3) (I) If a landlord fails to send the list of damages required by
31 paragraph (2) OF THIS SUBSECTION, the right to withhold any part of the security
32 deposit for damages is forfeited.

33 (II) If a landlord fails to return the security deposit as required by
34 paragraph (2) OF THIS SUBSECTION, the tenant has an action of up to threefold of the
35 withheld amount, plus reasonable attorney's fees.

36 (4) Except to the extent specified, this subsection may not be interpreted
37 to alter the landlord's duties under subsections [(f) and (h)] (E) AND (G) OF THIS
38 SECTION.

1 [(j)] (I) No provision of this section may be waived in any lease.

2 [8-203.1.

3 (a) After January 1, 1975, any landlord who offers more than 4 dwelling units
4 for rent on one parcel of property or at one location and who rents by means of written
5 leases, shall:

6 (1) Provide, upon written request from any prospective applicant for a
7 lease, a copy of the proposed form of lease in writing, complete in every material
8 detail, except for the date, the name and address of the tenant, the designation of the
9 premises, and the rental rate, without requiring execution of the lease or any prior
10 deposit; and

11 (2) Embody in the form of lease and in any executed lease the following:

12 (i) A statement that the premises will be made available in a
13 condition permitting habitation, with reasonable safety, if that is the agreement, or if
14 that is not the agreement, a statement of the agreement concerning the condition of
15 the premises; and

16 (ii) The landlord's and the tenant's specific obligations as to heat,
17 gas, electricity, water, and repair of the premises.

18 (b) No landlord subject to subsection (a) may embody any of the following
19 provisions in any lease or form of lease and if any provision is embodied, it is against
20 public policy and void:

21 (1) Any provision purporting to authorize the landlord to take possession
22 of the premises or the tenant's personal property except pursuant to law; and

23 (2) Any provision purporting to permit a landlord to commence an
24 eviction proceeding or issue a notice to quit solely and exclusively, without any other
25 basis, as retaliation against any tenant for planning, organizing, or joining a tenant
26 organization with the purpose of negotiating collectively with the landlord.

27 (c) Nothing in this section may be interpreted to alter the landlord's or the
28 tenant's rights arising from breach of any provision of a lease, or either party's right
29 to terminate, or not renew a lease pursuant to the terms of the lease or the provisions
30 of other applicable law.]

31 8-203.1.

32 (A) A RECEIPT FOR A SECURITY DEPOSIT SHALL NOTIFY THE TENANT OF THE
33 FOLLOWING:

34 (1) THE RIGHT TO HAVE THE DWELLING UNIT INSPECTED BY THE
35 LANDLORD IN THE TENANT'S PRESENCE FOR THE PURPOSE OF MAKING A WRITTEN
36 LIST OF DAMAGES THAT EXIST AT THE COMMENCEMENT OF THE TENANCY IF THE

1 TENANT SO REQUESTS BY FIRST CLASS MAIL WITHIN 15 DAYS OF THE TENANT'S
2 OCCUPANCY;

3 (2) THE RIGHT TO BE PRESENT WHEN THE LANDLORD INSPECTS THE
4 PREMISES AT THE END OF THE TENANCY IN ORDER TO DETERMINE IF ANY DAMAGE
5 WAS DONE TO THE PREMISES IF THE TENANT NOTIFIES THE LANDLORD BY FIRST
6 CLASS MAIL AT LEAST 15 DAYS PRIOR TO THE DATE OF THE TENANT'S INTENDED
7 MOVE, OF THE TENANT'S INTENTION TO MOVE, THE DATE OF MOVING, AND THE
8 TENANT'S NEW ADDRESS;

9 (3) THE LANDLORD'S OBLIGATION TO CONDUCT THE INSPECTION
10 WITHIN 5 DAYS BEFORE OR AFTER THE TENANT'S STATED DATE OF INTENDED
11 MOVING;

12 (4) THE LANDLORD'S OBLIGATION TO NOTIFY THE TENANT IN WRITING
13 OF THE DATE OF THE INSPECTION;

14 (5) THE TENANT'S RIGHT TO RECEIVE, BY FIRST CLASS MAIL,
15 DELIVERED TO THE LAST KNOWN ADDRESS OF THE TENANT, A WRITTEN LIST OF THE
16 CHARGES AGAINST THE SECURITY DEPOSIT CLAIMED BY THE LANDLORD AND THE
17 ACTUAL COSTS, WITHIN 45 DAYS AFTER THE TERMINATION OF THE TENANCY;

18 (6) THE OBLIGATION OF THE LANDLORD TO RETURN ANY UNUSED
19 PORTION OF THE SECURITY DEPOSIT, BY FIRST CLASS MAIL, ADDRESSED TO THE
20 TENANT'S LAST KNOWN ADDRESS WITHIN 45 DAYS AFTER THE TERMINATION OF THE
21 TENANCY; AND

22 (7) A STATEMENT THAT FAILURE OF THE LANDLORD TO COMPLY WITH
23 THE SECURITY LAW MAY RESULT IN THE LANDLORD BEING LIABLE TO THE TENANT
24 FOR A PENALTY OF UP TO 3 TIMES THE SECURITY DEPOSIT, PLUS REASONABLE
25 ATTORNEY'S FEES.

26 (B) THE LANDLORD SHALL RETAIN A COPY OF THE RECEIPT FOR A PERIOD OF
27 2 YEARS AFTER THE TERMINATION OF THE TENANCY, ABANDONMENT OF THE
28 PREMISES, OR EVICTION OF THE TENANT, AS THE CASE MAY BE.

29 (C) THE LANDLORD SHALL BE LIABLE TO THE TENANT IN THE SUM OF \$25 IF
30 THE LANDLORD FAILS TO PROVIDE A WRITTEN RECEIPT FOR THE SECURITY
31 DEPOSIT.

32 8-205.

33 (a) (1) In Anne Arundel County, unless the tenant makes payment by check
34 or rents the property for commercial or business purposes, if property is leased for any
35 definite term or at will, the landlord shall give the tenant a receipt showing payment
36 and the time period which the payment covers.

37 (2) On conviction of violating this section, any person or agent shall
38 forfeit the rent for the period in question.

1 (b) Except [in Anne Arundel County] AS OTHERWISE PROVIDED IN
2 SUBSECTION (A) OF THIS SECTION, [when the tenant makes payment in person, other
3 than by check,] the landlord or landlord's agent shall give the tenant a receipt IF THE
4 TENANT:

5 (1) MAKES PAYMENT IN CASH; OR

6 (2) REQUESTS A RECEIPT.

7 (C) IN ADDITION TO ANY OTHER PENALTY, THE LANDLORD SHALL BE LIABLE
8 TO THE TENANT IN THE SUM OF \$25 IF THE LANDLORD FAILS TO PROVIDE A WRITTEN
9 RECEIPT AS REQUIRED BY THIS SECTION.

10 8-208.

11 (A) (1) ON OR AFTER OCTOBER 1, 1999, ANY LANDLORD WHO OFFERS 5 OR
12 MORE DWELLING UNITS FOR RENT IN THE STATE MAY NOT RENT A RESIDENTIAL
13 DWELLING UNIT WITHOUT USING A WRITTEN LEASE.

14 (2) IF A LANDLORD FAILS TO COMPLY WITH PARAGRAPH (1) OF THIS
15 SUBSECTION, THE TERM OF THE TENANCY IS PRESUMED TO BE 1 YEAR FROM THE
16 DATE OF THE TENANT'S FIRST OCCUPANCY UNLESS THE TENANT ELECTS TO END
17 THE TENANCY AT AN EARLIER DATE.

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

24 (C) A LEASE SHALL INCLUDE:

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

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

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

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

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

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

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

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

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

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

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

22 (8) PERMITS A LANDLORD TO COMMENCE AN EVICTION PROCEEDING
23 OR ISSUE A NOTICE TO QUIT SUBSTANTIALLY AS RETALIATION AGAINST ANY
24 TENANT FOR PLANNING, ORGANIZING, OR JOINING A TENANT ORGANIZATION WITH
25 THE PURPOSE OF NEGOTIATING COLLECTIVELY WITH THE LANDLORD.

26 [(b)] (E) (1) [If any] EXCEPT FOR A LEASE CONTAINING AN AUTOMATIC
27 RENEWAL PERIOD OF 1 MONTH OR LESS, A lease [shall contain] THAT CONTAINS a
28 provision calling for an automatic renewal of the lease term unless prior notice is
29 given by the party or parties seeking to terminate the lease, [any such] SHALL HAVE
30 THE provision [shall be] distinctly set apart from any other provision of the lease
31 and provide a space for the written acknowledgment of THE tenant's agreement to the
32 automatic renewal provision[, except leases containing an automatic renewal period
33 of one (1) month or less].

34 (2) [Any such] AN AUTOMATIC RENEWAL provision THAT IS not
35 specifically accompanied by either the tenant's initials, signature, or witnessed mark
36 [, shall be] IS unenforceable by the landlord.

37 [(2)] (F) No provision of this section shall be deemed to be a bar to the
38 applicability of supplementary rights afforded by any public local law enacted by the
39 General Assembly or any ordinance or local law enacted by any municipality or
40 political subdivision of this State; provided, however, that no such law can diminish or
41 limit any right or remedy granted under the provisions of this section.

1 [(c)] (G) (1) Any lease provision which is prohibited by terms of this section
2 shall be unenforceable by the landlord.

3 (2) If the landlord includes in any lease a provision prohibited by this
4 section or made unenforceable by [§§ 8-105 or 8-203] § 8-105 OR § 8-203 of this title,
5 at any time subsequent to July 1, 1975, and tenders a lease containing such a
6 provision or attempts to enforce or makes known to the tenant an intent to enforce
7 any such provision, the tenant may recover any actual damages incurred as a reason
8 thereof, including reasonable attorney's fees.

9 [(d)] (H) If any word, phrase, clause, sentence, or any part or parts of this
10 section shall be held unconstitutional by any court of competent jurisdiction such
11 unconstitutionality shall not affect the validity of the remaining parts of this section.

12 8-208.1.

13 (a) No landlord shall evict a tenant of any residential property or arbitrarily
14 increase the rent or decrease the services to which the tenant has been entitled for
15 any of the following reasons:

16 (1) [Solely] SUBSTANTIALLY because the tenant or [his] THE TENANT'S
17 agent has filed a GOOD FAITH written complaint, or complaints, with the landlord or
18 with any public agency or agencies against the landlord;

19 (2) [Solely] SUBSTANTIALLY because the tenant or [his] THE TENANT'S
20 agent has filed a lawsuit, or lawsuits, against the landlord; or

21 (3) [Solely] SUBSTANTIALLY because the tenant is a member or
22 organizer of any tenants' organization.

23 (b) Evictions described in subsection (a) of this section shall be called
24 "retaliatory evictions".

25 (c) IF IN ANY EVICTION PROCEEDING THE COURT FINDS IN FAVOR OF A
26 TENANT ON THE BASIS OF ANY OF THE RETALIATORY EVICTION DEFENSES IN THIS
27 SUBSECTION, THEN, IF THE TENANT SO REQUESTS PRIOR TO THE ENTRY OF
28 JUDGMENT, THE COURT MAY ORDER THAT THE TENANT'S LEASE BE EXTENDED FOR
29 A PERIOD OF NOT LESS THAN 6 MONTHS NOR MORE THAN 12 MONTHS FROM THE
30 THEN CURRENT TERMINATION DATE OF THE LEASE, UPON THE SAME TERMS AND
31 CONDITIONS AS EXISTED AS OF THE DATE OF THE INITIATION OF THE EVICTION
32 PROCEEDING BY THE LANDLORD.

33 (D) (1) If in any eviction proceeding the judgment be in favor of the tenant
34 for any of the aforementioned defenses, the court may enter judgment for reasonable
35 attorney fees and court costs against the landlord.

36 (2) IF IN ANY EVICTION PROCEEDING THE COURT FINDS THAT A
37 TENANT'S ASSERTION OF A RETALIATORY EVICTION DEFENSE WAS IN BAD FAITH OR
38 WITHOUT SUBSTANTIAL JUSTIFICATION, THE COURT MAY ENTER JUDGMENT FOR
39 REASONABLE ATTORNEY FEES AND COURT COSTS AGAINST THE TENANT.

1 [(d)] (E) The relief provided under this section is conditioned upon:

2 (1) In the case of tenancies measured by a period of one month or more,
3 the court having not entered against the tenant more than 3 judgments of possession
4 for rent due and unpaid in the 12-month period immediately prior to the initiation of
5 the action by the tenant or by the landlord.

6 (2) In the case of [periodic tenancies measured by] TENANCIES
7 REQUIRING the weekly payment of rent, the court having not entered against the
8 tenant more than 5 judgments of possession for rent due and unpaid in the 12-month
9 period immediately prior to the initiation of the action by the tenant or by the
10 landlord, or, if the tenant has lived on the premises 6 months or less, the court having
11 not entered against the tenant 3 judgments of possession for rent due and unpaid.

12 [(e)] (F) No eviction shall be deemed to be a "retaliatory eviction" for purposes
13 of this section upon the expiration of a period of 6 months following the determination
14 of the merits of the initial case by a court (or administrative agency) of competent
15 jurisdiction.

16 [(f)] (G) Nothing in this section may be interpreted to alter the landlord's or
17 the tenant's rights [arising from breach of any provision of a lease, or either party's
18 right] to terminate or not renew a [lease pursuant to the terms of the lease or the
19 provisions of other applicable law] TENANCY GOVERNED BY A WRITTEN LEASE FOR A
20 STATED TERM OF GREATER THAN 1 MONTH AT THE EXPIRATION OF THE TERM OR AT
21 ANY OTHER TIME AS THE PARTIES MAY SPECIFICALLY AGREE.

22 [(g)] (H) In the event any county or Baltimore City shall have enacted an
23 ordinance comparable in subject matter to this section, that ordinance shall
24 supercede the provisions of this section.

25 8-210.

26 (a) (1) The owner of any residential rental property shall post a sign in a
27 conspicuous place on that property listing the name, address, and telephone number
28 of:

29 (I) [the] THE owner of the property; [or]

30 (II) THE CURRENT management entity, if any; AND

31 (III) THE PERSON AUTHORIZED TO ACCEPT SERVICE ON BEHALF OF
32 THE OWNER.

33 (2) [This] THE information REQUIRED TO BE POSTED UNDER
34 PARAGRAPH (1) OF THIS SUBSECTION may be included in the written lease, if any, or
35 in the rental receipt, in lieu of posting a sign.

36 (3) IF A LANDLORD FAILS TO COMPLY WITH PARAGRAPH (1) OR
37 PARAGRAPH (2) OF THIS SUBSECTION, NOTICE SHALL BE DEEMED TO BE PROPER IF
38 THE TENANT SENDS NOTICE:

- 1 (I) TO THE PERSON TO WHOM THE RENT IS PAID;
2 (II) TO THE ADDRESS WHERE THE RENT IS PAID; OR
3 (III) TO THE ADDRESS WHERE THE TAX BILL IS SENT.

4 (b) (1) This subsection applies only in Montgomery County.

5 (2) In this subsection, "development" has the meaning provided in §
6 11B-101 of this article.

7 (3) (I) Before execution by a tenant of a lease for an initial term of 125
8 days or more, the owner of any residential rental property within any condominium or
9 development shall provide to the prospective tenant, to the extent applicable, a copy
10 of the rules, declaration, and recorded covenants and restrictions that limit or affect
11 the use and occupancy of the property or common areas and to which the owner is
12 obligated.

13 (II) The written lease shall include a statement, if applicable, that
14 the obligations of the owner that limit or affect the use and occupancy of the property
15 are enforceable against the owner's tenant.

16 8-212.1.

17 (A) Notwithstanding any other provision of this title, if a person who is on
18 active duty with the United States military enters into a residential lease of property
19 and subsequently receives permanent change of station orders or temporary duty
20 orders for a period in excess of 3 months, any liability of the person for rent under the
21 lease may not exceed:

22 (1) 30 days' rent after written notice and proof of the assignment is given
23 to the landlord; and

24 (2) [the] THE cost of repairing damage to the premises caused by an act
25 or omission of the tenant.

26 (B) (1) FOLLOWING COMPLETION OF THE INITIAL TERM OF A LEASE, A
27 TENANT MAY TERMINATE A TENANCY OF GREATER THAN 1 MONTH OR A TENANCY
28 REQUIRING MORE THAN 1 MONTH'S NOTICE BY GIVING THE LANDLORD 1 MONTH'S
29 WRITTEN NOTICE IF:

30 (I) THE TENANT HAS PREVIOUSLY REQUESTED IN WRITING THAT
31 THE LANDLORD PROVIDE AN ACCESSIBLE DWELLING UNIT;

32 (II) THE TENANT HAS PREVIOUSLY PROVIDED TO THE LANDLORD A
33 WRITTEN STATEMENT FROM A PHYSICIAN WHO IS LICENSED TO PRACTICE
34 MEDICINE IN MARYLAND THAT THE TENANT HAS AN ILLNESS OR DISABILITY WHICH
35 WILL PERSIST FOR MORE THAN 120 DAYS AND WHICH WILL SUBSTANTIALLY
36 RESTRICT THE TENANT'S ACCESS TO THE DWELLING UNIT FOR AT LEAST 120 DAYS;
37 AND

1 (III) THE LANDLORD DID NOT PROVIDE AN ACCESSIBLE UNIT
2 WITHIN 30 DAYS OF SUCH REQUEST.

3 (2) AS A CONDITION TO ASSERTING RIGHTS UNDER THIS SUBSECTION, A
4 TENANT MUST VACATE THE PREMISES ON OR BEFORE THE DATE SPECIFIED IN THE
5 NOTICE TO THE LANDLORD.

6 (3) IN ADDITION TO RENT OWED THROUGH THE END OF THE NOTICE
7 PERIOD, A TENANT WHO EXERCISES THE RIGHTS PROVIDED IN PARAGRAPH (1) OF
8 THIS SUBSECTION SHALL BE LIABLE TO THE LANDLORD FOR 1 MONTH'S RENT
9 UNDER THE LEASE.

10 (4) NOTHING IN THIS SUBSECTION SHALL ALTER THE PARTIES' RIGHTS
11 AND OBLIGATIONS WITH RESPECT TO THE CONDITION OF THE PREMISES OR THE
12 WITHHOLDING AND RETURN OF ANY SECURITY DEPOSIT.

13 8-213.

14 (a) An application for a lease shall contain a statement which explains:

15 (1) The liabilities which the tenant incurs upon signing the application;
16 and

17 (2) The provisions of subsections (b)[, (c), and (d)] AND (C) of this section.

18 (b) (1) (I) If a landlord requires from a prospective tenant any fees other
19 than a security deposit as defined by § 8-203(a) of this subtitle, and these fees exceed
20 \$25, then the landlord shall return the fees, subject to the exceptions below, or be
21 liable for twice the amount of the fees in damages.

22 (II) The return shall be made not later than 15 days following the
23 date of occupancy or the written communication, by either party to the other, of a
24 decision that no tenancy shall occur.

25 (2) The landlord may retain only that portion of the fees actually
26 expended for a credit check or other expenses arising out of the application, and shall
27 return that portion of the fees not actually expended on behalf of the tenant making
28 application.

29 (c) [If, within 15 days of the first to occur of occupancy or signing a lease, a
30 tenant decides to terminate the tenancy, the landlord may also retain that portion of
31 the fees which represents the loss of rent, if any, resulting from the tenant's action.

32 (d)] This section does not apply to any landlord who offers four or less dwelling
33 units for rent on one parcel of property or at one location, or to seasonal or
34 condominium rentals.

1 8-401.

2 (a) Whenever the tenant [under any lease of property, express or implied,
3 verbal or written, shall] OR TENANTS fail to pay the rent when due and payable, it
4 shall be lawful for the landlord to have again and repossess the premises [so rented].

5 (b) (1) Whenever any landlord shall desire to repossess any premises to
6 which [he] THE LANDLORD is entitled under the provisions of subsection (a) of this
7 section, [he] THE LANDLORD or [his] THE LANDLORD'S duly qualified agent or
8 attorney shall make [his] THE LANDLORD'S written complaint under oath or
9 affirmation, before the District Court of the county wherein the property is
10 situated[,]:

11 (I) [describing] DESCRIBING in general terms the property sought
12 to be repossessed[,];

13 (II) [and also setting] SETTING forth the name of [the] EACH
14 tenant to whom the property is rented or [his] ANY assignee or subtenant;

15 (III) [with] STATING the amount of rent AND ANY LATE FEES due
16 and unpaid; AND

17 (IV) [and praying by warrant] REQUESTING to repossess the
18 premises, together with judgment for the amount of rent due [and costs], COSTS, AND
19 ANY LATE FEES.

20 (2) FOR THE PURPOSE OF THE COURT'S DETERMINATION UNDER
21 SUBSECTION (C) OF THIS SECTION THE LANDLORD SHALL ALSO SPECIFY THE
22 AMOUNT OF RENT DUE FOR EACH RENTAL PERIOD UNDER THE LEASE, THE DAY
23 THAT THE RENT IS DUE FOR EACH RENTAL PERIOD, AND ANY LATE FEES FOR
24 OVERDUE RENT PAYMENTS.

25 (3) The District Court shall issue its summons, directed to any constable
26 or sheriff of the county entitled to serve process, and ordering [him] THE CONSTABLE
27 OR SHERIFF to notify [by first-class mail] the tenant, assignee, or subtenant BY
28 FIRST-CLASS MAIL:

29 (I) [to] TO appear before the District Court at the trial to be held
30 on the fifth day after the filing of the complaint[,]; AND

31 (II) [to] TO answer the landlord's complaint to show cause why the
32 [prayer] DEMAND of the landlord should not be granted[, and].

33 (4) (I) [the] THE constable or sheriff shall proceed to serve the
34 summons upon the tenant, assignee or subtenant OR THEIR [in the property or upon
35 his] known or authorized agent AS FOLLOWS:[, but if for any reason, neither the
36 tenant, assignee or subtenant, nor his agent, can be found,]

1 1. IF PERSONAL SERVICE IS REQUESTED AND ANY OF THE
2 PERSONS WHOM THE SHERIFF SHALL SERVE IS FOUND ON THE PROPERTY, THE
3 SHERIFF SHALL SERVE ANY SUCH PERSONS;

4 2. IF PERSONAL SERVICE IS REQUESTED AND NONE OF THE
5 PERSONS WHOM THE SHERIFF IS DIRECTED TO SERVE SHALL BE FOUND ON THE
6 PROPERTY AND, IN ALL CASES WHERE PERSONAL SERVICE IS NOT REQUESTED,
7 [then] the constable or sheriff shall affix an attested copy of the summons
8 conspicuously upon the property.

9 (II) The affixing of the summons upon the property after due
10 notification to the tenant, assignee, or subtenant by first-class mail shall conclusively
11 be presumed to be a sufficient service to all persons to support the entry of a default
12 judgment for possession of the premises, together with court costs, in favor of the
13 landlord, but it shall not be sufficient service to support a default judgment in favor of
14 the landlord for the amount of rent due.

15 [(2)] (5) Notwithstanding the provisions of [paragraph (1)]
16 PARAGRAPHS (1) THROUGH (4) of this subsection, in Wicomico County, in an action to
17 repossess any premises under this section, service of process on a tenant may be
18 directed to any person authorized under the Maryland Rules to serve process.

19 (c) (1) If, at the trial on the fifth day indicated in subsection (b) of this
20 section, the court is satisfied that the interests of justice will be better served by an
21 adjournment to enable either party to procure [his] THEIR necessary witnesses, [he]
22 THE COURT may adjourn the trial for a period not exceeding [one] 1 day, except [that
23 if] WITH the consent of all parties, [is obtained,] the trial may be adjourned for a
24 longer period of time.

25 (2) (I) If, when the trial occurs, it appears to the satisfaction of the
26 court, that the rent, or any part of the rent[, is] AND LATE FEES ARE actually due and
27 unpaid, the court shall determine the amount of rent [due] and LATE FEES DUE AS
28 OF THE DATE THE COMPLAINT WAS FILED, IF THE TRIAL OCCURS WITHIN THE TIME
29 SPECIFIED BY SUBSECTION (B)(2) OF THIS SECTION.

30 (II) IF THE TRIAL DOES NOT OCCUR WITHIN THE TIME SPECIFIED
31 IN SUBSECTION (B)(2) OF THIS SECTION AND THE LANDLORD SO REQUESTS, THE
32 COURT SHALL DETERMINE THE AMOUNT OF RENT AND LATE FEES DUE AS OF THE
33 DATE OF JUDGMENT, INCLUDING RENT ACCRUING AFTER THE FILING OF THE
34 COMPLAINT AND INCLUDING NOT MORE THAN 1 MONTH'S WORTH OF LATE FEES AND
35 enter a judgment in favor of the landlord for possession of the premises.

36 (III) The court may also give judgment in favor of the landlord for
37 the amount of rent determined to be due together with costs of the suit if the court
38 finds that [the actual service of process made on the defendant would have been
39 sufficient to support a judgment in an action] THE RESIDENTIAL TENANT WAS
40 PERSONALLY SERVED WITH A SUMMONS, OR, IN THE CASE OF ANY OTHER TENANCY,
41 THERE WAS SUCH SERVICE OF PROCESS OR SUBMISSION TO THE JURISDICTION OF
42 THE COURT AS WOULD SUPPORT A JUDGMENT in contract or tort.

1 (IV) A TENANT, OTHER THAN A RESIDENTIAL TENANT, WHO WAS
2 NOT PERSONALLY SERVED WITH A SUMMONS SHALL NOT BE SUBJECT TO PERSONAL
3 JURISDICTION OF THE COURT IF THAT TENANT ASSERTS THAT THE APPEARANCE IS
4 FOR THE PURPOSE OF DEFENDING AN IN REM ACTION PRIOR TO THE TIME THAT
5 EVIDENCE IS TAKEN BY THE COURT.

6 (3) The court, when entering the judgment, shall also order [the tenant
7 to yield and render] THAT possession of the premises BE GIVEN to the landlord, or
8 [his] THE LANDLORD'S agent or attorney, within 4 days after the trial.

9 (4) The court may, upon presentation of a certificate signed by a
10 physician certifying that surrender of the premises within this 4-day period would
11 endanger the health or life of the tenant or any other occupant of the premises, extend
12 the time for surrender of the premises as justice may require BUT NOT MORE THAN [.]
13 However, the court may not extend the time for the surrender of the premises
14 beyond] 15 days after the trial.

15 (5) However, if the tenant, or someone for [him] THE TENANT, at the
16 trial, or adjournment of the trial, tenders to the landlord the rent determined by the
17 court to be due and unpaid, together with the costs of the suit, the complaint against
18 the tenant shall be entered as being satisfied.

19 (d) (1) (I) Subject to the provisions of paragraph (2) of this subsection, if
20 judgment is given in favor of the landlord, and the tenant fails to comply with the
21 requirements of the order within 4 days, the court shall, at any time after the
22 expiration of the 4 days, issue its warrant, directed to any official of the county
23 entitled to serve process, ordering [him] THE OFFICIAL to cause the landlord to have
24 again and repossess the property by putting [him] THE LANDLORD (or [his] THE
25 LANDLORD'S duly qualified agent or attorney for [his] THE LANDLORD'S benefit) in
26 possession thereof, and for that purpose to remove from the property, by force if
27 necessary, all the furniture, implements, tools, goods, effects or other chattels of every
28 description whatsoever belonging to the tenant, or to any person claiming or holding
29 by or under said tenant.

30 (II) If the landlord does not order a warrant of restitution within
31 sixty days from the date of judgment or from the expiration date of any stay of
32 execution, whichever shall be the later, the judgment for possession shall be stricken.

33 (2) (i) The administrative judge of any district may stay the execution
34 of a warrant of restitution of a residential property, from day to day, in the event of
35 extreme weather conditions.

36 (ii) When a stay has been granted under this paragraph, the
37 execution of the warrant of restitution for which the stay has been granted shall be
38 given priority when the extreme weather conditions cease.

39 (e) (1) In any action of summary ejectment for failure to pay rent where the
40 landlord is awarded a judgment giving [him] THE LANDLORD restitution of the
41 leased premises, the tenant shall have the right to redemption of the leased premises
42 by tendering in cash, certified check or money order to the landlord or [his] THE

1 LANDLORD'S agent all past due [rent and late fees] AMOUNTS, AS DETERMINED BY
2 THE COURT UNDER SUBSECTION (C) OF THIS SECTION, plus all court awarded costs
3 and fees, at any time before actual execution of the eviction order.

4 (2) This subsection does not apply to any tenant against whom 3
5 judgments of possession have been entered for rent due and unpaid in the 12 months
6 prior to the initiation of the action to which this subsection otherwise would apply.

7 (f) (1) The tenant or the landlord may appeal from the judgment of the
8 District Court to the circuit court for any county at any time within 4 days from the
9 rendition of the judgment.

10 (2) The tenant, in order to stay any execution of the judgment, shall give
11 a bond to the landlord with one or more sureties, who are owners of sufficient
12 property in the State of Maryland, with condition to prosecute the appeal with effect,
13 and answer to the landlord in all costs and damages mentioned in the judgment, and
14 [such] other damages as shall be incurred and sustained by reason of the appeal.

15 (3) The bond shall not affect in any manner the right of the landlord to
16 proceed against the tenant, assignee or subtenant for any and all rents that may
17 become due and payable to the landlord after the rendition of the judgment.

18 8-402.

19 (a) (1) A tenant under any lease or someone holding under [him] THE
20 TENANT, who shall unlawfully hold over beyond the termination of the lease, shall be
21 liable to the landlord for the actual damages caused by the holding over.

22 (2) The damages awarded to a landlord against the tenant or someone
23 holding under [him] THE TENANT, may not be less than the apportioned rent for the
24 period of holdover at the rate under the lease.

25 (3) (I) Any action to recover damages under this section may be
26 brought by suit separate from the eviction or removal proceeding or in the same
27 action and in any court having jurisdiction over the amount in issue.

28 (II) THE COURT MAY ALSO GIVE JUDGMENT IN FAVOR OF THE
29 LANDLORD FOR THE DAMAGES DETERMINED TO BE DUE TOGETHER WITH COSTS OF
30 THE SUIT IF THE COURT FINDS THAT THE RESIDENTIAL TENANT WAS PERSONALLY
31 SERVED WITH A SUMMONS, OR, IN THE CASE OF ANY OTHER TENANCY, THERE WAS
32 SUCH SERVICE OF PROCESS OR SUBMISSION TO THE JURISDICTION OF THE COURT
33 AS WOULD SUPPORT A JUDGMENT IN CONTRACT OR TORT.

34 (III) A TENANT, OTHER THAN A RESIDENTIAL TENANT, WHO WAS
35 NOT PERSONALLY SERVED WITH A SUMMONS SHALL NOT BE SUBJECT TO PERSONAL
36 JURISDICTION OF THE COURT IF THAT TENANT ASSERTS THAT THE APPEARANCE IS
37 FOR THE PURPOSE OF DEFENDING AN IN REM ACTION PRIOR TO THE TIME THAT
38 EVIDENCE IS TAKEN BY THE COURT.

1 (4) Nothing contained herein is intended to limit any other remedies
2 which a landlord may have against a holdover tenant under the lease or under
3 applicable law.

4 (b) (1) (i) Where any interesting property shall be leased for any definite
5 term or at will, and the landlord shall desire to repossess the property after the
6 expiration of the term for which it was leased and shall give notice in writing one
7 month before the expiration of the term or determination of the will to the tenant or
8 to the person actually in possession of the property to remove from the property at the
9 end of the term, and if the tenant or person in actual possession shall refuse to
10 comply, the landlord may make complaint in writing to the District Court of the
11 county where the property is located.

12 (ii) 1. The court shall issue a summons directed to any constable
13 or sheriff of the county entitled to serve process, ordering the constable or sheriff to
14 notify the tenant, assignee, or subtenant to appear on a day stated in the summons
15 before the court to show cause why restitution should not be made to the landlord.

16 2. The constable or sheriff shall serve the summons on the
17 tenant, assignee, or subtenant on the property, or on the known or authorized agent of
18 the tenant, assignee, or subtenant.

19 3. If, for any reason those persons cannot be found, the
20 constable or sheriff shall affix an attested copy of the summons conspicuously on the
21 property.

22 4. After notice to the tenant, assignee, or subtenant by
23 first-class mail, the affixing of the summons on the property shall be conclusively
24 presumed to be a sufficient service to support restitution.

25 (iii) Upon the failure of either of the parties to appear before the
26 court on the day stated in the summons, the court may continue the case to a day not
27 less than six nor more than ten days after the day first stated and notify the parties
28 of the continuance.

29 (2) (I) If upon hearing the parties, or in case the tenant or person in
30 possession shall neglect to appear after the summons and continuance the court shall
31 find that the landlord had been in possession of the leased property, that the said
32 lease or estate is fully ended and expired, that due notice to quit as aforesaid had been
33 given to the tenant or person in possession and that [he] THE TENANT OR PERSON IN
34 POSSESSION had refused so to do, the court shall thereupon give judgment for the
35 restitution of the possession of said premises and shall forthwith issue its warrant to
36 the sheriff or a constable in the respective counties commanding [him] THE TENANT
37 OR PERSON IN POSSESSION forthwith to deliver to the landlord possession thereof in
38 as full and ample manner as the landlord was possessed of the same at the time when
39 the leasing was made, and shall give judgment for costs against the tenant or person
40 in possession so holding over.

41 (II) Either party shall have the right to appeal therefrom to the
42 circuit court for the county within ten days from the judgment.

1 (III) If the tenant appeals and files with the District Court an
2 affidavit that the appeal is not taken for delay, and also a good and sufficient bond
3 with one or more securities conditioned that [he] THE TENANT will prosecute the
4 appeal with effect and well and truly pay all rent in arrears and all costs in the case
5 before the District Court and in the appellate court and all loss or damage which the
6 landlord may suffer by reason of the tenant's holding over, including the value of the
7 premises during the time [he] THE TENANT shall so hold over, then the tenant or
8 person in possession of said premises may retain possession thereof until the
9 determination of said appeal.

10 (IV) The appellate court shall, upon application of either party, set a
11 day for the hearing of the appeal, not less than five nor more than 15 days after the
12 application, and notice for the order for a hearing shall be served on the opposite
13 party or [his] THAT PARTY'S counsel at least [five] 5 days before the hearing.

14 (V) If the judgment of the District Court shall be in favor of the
15 landlord, a warrant shall be issued by the appellate court to the sheriff, who shall
16 proceed forthwith to execute the warrant.

17 (3) [If the tenant or person in possession shall allege that the title to the
18 leased property is disputed and claimed by some person whom he shall name, by
19 virtue of a right or title accruing or happening since the commencement of the lease,
20 by descent or deed from or by devise under the last will or testament of the landlord,
21 and if thereupon the person so claiming shall forthwith appear, or upon a summons to
22 be immediately issued by the District Court and, made returnable within six days
23 next following, shall appear before the court and shall, under oath, declare that he
24 believes that he is entitled in manner aforesaid to the leased property and shall, with
25 two sufficient securities, enter into bond to the plaintiff, in such sum as the court
26 shall think is a proper and reasonable security to said plaintiff or parties in interest,
27 to prosecute with effect his claim at the next term of the circuit court for the county,
28 then the District Court shall forbear to give judgment for restitution and costs. If the
29 said claim shall not be prosecuted as aforesaid, the District Court shall proceed to
30 give judgment for restitution and costs and issue its warrant within ten days after the
31 end of said term of court.

32 (4) (i) The provisions of [§ 8-402(b)] THIS SUBSECTION shall apply to
33 all cases of tenancies from year to year, tenancies of the month and by the week. In
34 case of tenancies from year to year (including tobacco farm tenancies), notice in
35 writing shall be given three months before the expiration of the current year of the
36 tenancy, except that in case of all other farm tenancies, the notice shall be given six
37 months before the expiration of the current year of the tenancy; and in monthly or
38 weekly tenancies, a notice in writing of one month or one week, as the case may be,
39 shall be so given[; and the same proceeding shall apply, so far as may be, to cases of
40 forcible entry and detainer] .

41 (ii) This paragraph [(4)] (3), so far as it relates to notices, does not
42 apply in Baltimore City.

1 (iii) In Montgomery County, except in the case of single family
2 dwellings, the notice by the landlord shall be two months in the case of residential
3 tenancies with a term of at least month to month but less than from year to year.

4 [(5)] (4) When the tenant shall give notice by parol to the landlord or to
5 [his] THE LANDLORD'S agent or representatives, at least one month before the
6 expiration of the lease or tenancy in all cases except in cases of tenancies from year to
7 year, and at least three months' notice in all cases of tenancy from year to year (except
8 in all cases of farm tenancy, the notice shall be six months), of the intention of the
9 tenant to remove at the end of that year and to surrender possession of the property
10 at that time, and the landlord, [his] THE LANDLORD'S agent, or representative shall
11 prove the notice from the tenant by competent testimony, it shall not be necessary for
12 the landlord, [his] THE LANDLORD'S agent or representative to provide a written
13 notice to the tenant, but the proof of such notice from the tenant as aforesaid shall
14 entitle [his] THE landlord to recover possession of the property hereunder. This
15 [subparagraph] PARAGRAPH shall not apply in Baltimore City.

16 (5) ACCEPTANCE OF RENT AFTER NOTICE BUT BEFORE EVICTION SHALL
17 NOT OPERATE AS A WAIVER OF ANY NOTICE TO QUIT, NOTICE OF INTENT TO VACATE
18 OR ANY JUDGMENT FOR POSSESSION UNLESS THE PARTIES SPECIFICALLY
19 OTHERWISE AGREE IN WRITING. ANY RENT ACCEPTED SHALL BE FIRST APPLIED TO
20 THE RENT OR THE EQUIVALENT OF RENT APPORTIONED TO THE DATE THAT THE
21 LANDLORD ACTUALLY RECOVERS POSSESSION OF THE PREMISES, THEN TO COURT
22 COSTS, INCLUDING COURT AWARDED DAMAGES AND LEGAL FEES AND THEN TO ANY
23 LOSS OF RENT CAUSED BY THE HOLDOVER. ANY PAYMENT WHICH IS ACCEPTED IN
24 EXCESS OF THE FOREGOING SHALL NOT BEAR INTEREST BUT WILL BE RETURNED TO
25 THE TENANT IN THE SAME MANNER AS SECURITY DEPOSITS AS DEFINED UNDER §
26 8-203 OF THIS TITLE BUT SHALL NOT BE SUBJECT TO THE PENALTIES OF THAT
27 SECTION.

28 (c) Unless stated otherwise in the written lease and initialed by the tenant,
29 when a landlord consents to a holdover tenant remaining on the premises, the
30 holdover tenant becomes a periodic week-to-week tenant if [he] THE TENANT was a
31 week-to-week tenant before [his] THE TENANT'S holding over, and a periodic
32 month-to-month tenant in all other cases.

33 8-402.1.

34 (a) (1) (I) When a lease provides that the landlord may repossess the
35 premises if the tenant breaches the lease, and the landlord has given the tenant 1
36 month's written notice that the tenant is in violation of the lease and the landlord
37 desires to repossess the premises, and if the tenant or person in actual possession
38 refuses to comply, the landlord may make complaint in writing to the District Court of
39 the county where the premises is located.

40 (II) The court shall summons immediately the tenant or person in
41 possession to appear before the court on a day stated in the summons to show cause,
42 if any, why restitution of the possession of the leased premises should not be made to
43 the landlord.

1 (2) (I) If, for any reason, the tenant or person in actual possession
2 cannot be found, the constable or sheriff shall affix an attested copy of the summons
3 conspicuously on the property.

4 (II) After notice is sent to the tenant or person in possession by
5 first-class mail, the affixing of the summons on the property shall be conclusively
6 presumed to be a sufficient service to support restitution.

7 (3) If either of the parties fails to appear before the court on the day
8 stated in the summons, the court may continue the case for not less than six nor more
9 than 10 days and notify the parties of the continuance.

10 (b) (1) If the court determines that the tenant breached the terms of the
11 lease and that the breach was substantial and warrants an eviction, the court shall
12 give judgment for the restitution of the possession of the premises and issue its
13 warrant to the sheriff or a constable commanding [him] THE TENANT to deliver
14 possession to the landlord in as full and ample manner as the landlord was possessed
15 of the same at the time when the lease was entered into. The court shall give
16 judgment for costs against the tenant or person in possession.

17 (2) Either party may appeal to the circuit court for the county, within ten
18 days from entry of the judgment. If the tenant [(1)] (I) files with the District Court an
19 affidavit that the appeal is not taken for delay; [(2)] (II) files sufficient bond with one
20 or more securities conditioned upon diligent prosecution of the appeal; [(3)] (III) pays
21 all rent in arrears, all court costs in the case; and [(4)] (IV) pays all losses or damages
22 which the landlord may suffer by reason of the tenant's holding over, the tenant or
23 person in possession of the premises may retain possession until the determination of
24 the appeal. Upon application of either party, the court shall set a day for the hearing
25 of the appeal not less than five nor more than 15 days after the application, and
26 notice of the order for a hearing shall be served on the other party or [his] THAT
27 PARTY'S counsel at least five days before the hearing. If the judgment of the District
28 Court is in favor of the landlord, a warrant shall be issued by the court which hears
29 the appeal to the sheriff, who shall execute the warrant.

30 (C) (1) ACCEPTANCE OF RENT AFTER NOTICE BUT BEFORE EVICTION SHALL
31 NOT OPERATE AS A WAIVER OF ANY NOTICE OF BREACH OF LEASE OR ANY
32 JUDGMENT FOR POSSESSION UNLESS THE PARTIES SPECIFICALLY OTHERWISE
33 AGREE IN WRITING.

34 (2) ANY RENT ACCEPTED SHALL BE FIRST APPLIED TO THE RENT OR
35 THE EQUIVALENT OF RENT APPORTIONED TO THE DATE THAT THE LANDLORD
36 ACTUALLY RECOVERS POSSESSION OF THE PREMISES, THEN TO COURT COSTS,
37 INCLUDING COURT AWARDED DAMAGES AND LEGAL FEES AND THEN TO ANY LOSS
38 OF RENT CAUSED BY THE BREACH OF LEASE.

39 (3) ANY PAYMENT WHICH IS ACCEPTED IN EXCESS OF THE RENT
40 REFERRED TO IN PARAGRAPH (2) OF THIS SUBSECTION SHALL NOT BEAR INTEREST
41 BUT WILL BE RETURNED TO THE TENANT IN THE SAME MANNER AS SECURITY

1 DEPOSITS AS DEFINED UNDER § 8-203 OF THIS TITLE BUT SHALL NOT BE SUBJECT TO
2 THE PENALTIES OF THAT SECTION.

3 8-402.3.

4 (A) IN THIS SUBTITLE, "WRONGFUL DETAINER" MEANS TO HOLD POSSESSION
5 OF A PROPERTY WITHOUT THE RIGHT OF POSSESSION.

6 (B) A PERSON MAY NOT HOLD POSSESSION OF PROPERTY UNLESS THE
7 PERSON IS ENTITLED TO POSSESSION OF THE PROPERTY UNDER THE LAW.

8 (C) (1) IF A PERSON OTHER THAN A TENANT VIOLATES SUBSECTION (B) OF
9 THIS SECTION, A PERSON CLAIMING POSSESSION MAY MAKE COMPLAINT IN
10 WRITING TO THE DISTRICT COURT OF THE COUNTY IN WHICH THE PROPERTY IS
11 LOCATED.

12 (2) ON RECEIPT OF A COMPLAINT UNDER PARAGRAPH (1) OF THIS
13 SUBSECTION, THE COURT SHALL SUMMONS IMMEDIATELY THE PERSON IN
14 POSSESSION TO APPEAR BEFORE THE COURT ON THE DAY SPECIFIED IN THE
15 SUMMONS TO SHOW CAUSE, IF ANY, WHY RESTITUTION OF THE POSSESSION OF THE
16 PROPERTY TO THE PERSON FILING THE COMPLAINT SHOULD NOT BE MADE.

17 (3) IF, FOR ANY REASON, THE PERSON IN ACTUAL POSSESSION CANNOT
18 BE FOUND, THE PERSON AUTHORIZED TO SERVE PROCESS BY THE MARYLAND RULES
19 SHALL AFFIX AN ATTESTED COPY OF THE SUMMONS CONSPICUOUSLY ON THE
20 PROPERTY.

21 (4) IF NOTICE OF THE SUMMONS IS SENT TO THE PERSON IN
22 POSSESSION BY FIRST CLASS MAIL, THE AFFIXING OF THE SUMMONS IN
23 ACCORDANCE WITH PARAGRAPH (3) OF THIS SUBSECTION SHALL CONSTITUTE
24 SUFFICIENT SERVICE TO SUPPORT RESTITUTION OF POSSESSION.

25 (D) A COUNTERCLAIM OR CROSS-CLAIM MAY NOT BE FILED IN AN ACTION
26 BROUGHT UNDER THIS SECTION.

27 (E) (1) IF THE DISTRICT COURT DETERMINES THAT THE COMPLAINANT IS
28 LEGALLY ENTITLED TO POSSESSION, THE DISTRICT COURT SHALL:

29 (I) GIVE JUDGMENT FOR RESTITUTION OF THE POSSESSION OF
30 THE PROPERTY TO THE COMPLAINANT; AND

31 (II) ISSUE ITS WARRANT TO THE SHERIFF OR CONSTABLE
32 COMMANDING THE SHERIFF OR CONSTABLE TO DELIVER POSSESSION TO THE
33 COMPLAINANT.

34 (2) THE DISTRICT COURT MAY ALSO GIVE JUDGMENT IN FAVOR OF THE
35 COMPLAINANT FOR DAMAGES DUE TO THE WRONGFUL DETAINER AND FOR COURT
36 COSTS AND ATTORNEY FEES IF:

1 (I) THE COMPLAINANT CLAIMED DAMAGES IN THE COMPLAINT;
2 AND

3 (II) THE COURT FINDS THAT:

4 1. THE PERSON IN ACTUAL POSSESSION WAS PERSONALLY
5 SERVED WITH THE SUMMONS; OR

6 2. THERE WAS SERVICE OF PROCESS OR SUBMISSION TO
7 THE JURISDICTION OF THE COURT AS WOULD SUPPORT A JUDGMENT IN CONTRACT
8 OR TORT.

9 (3) A PERSON IN ACTUAL POSSESSION WHO IS NOT PERSONALLY
10 SERVED WITH A SUMMONS IS NOT SUBJECT TO THE PERSONAL JURISDICTION OF
11 THE DISTRICT COURT IF THE PERSON APPEARS IN RESPONSE TO THE SUMMONS AND
12 PRIOR TO THE TIME THAT EVIDENCE IS TAKEN BY THE DISTRICT COURT AND
13 ASSERTS THAT THE APPEARANCE IS ONLY FOR THE PURPOSE OF DEFENDING AN IN
14 REM ACTION.

15 (F) (1) NOT LATER THAN 10 DAYS FROM THE ENTRY OF THE JUDGMENT OF
16 THE DISTRICT COURT, EITHER PARTY MAY APPEAL TO THE CIRCUIT COURT FOR THE
17 COUNTY IN WHICH THE PROPERTY IS LOCATED.

18 (2) THE PERSON IN ACTUAL POSSESSION OF THE PROPERTY MAY
19 RETAIN POSSESSION UNTIL THE DETERMINATION OF THE APPEAL IF THE PERSON:

20 (I) FILES WITH THE DISTRICT COURT AN AFFIDAVIT THAT THE
21 APPEAL IS NOT TAKEN FOR DELAY;

22 (II) FILES SUFFICIENT BOND WITH ONE OR MORE SECURITIES
23 CONDITIONED ON DILIGENT PROSECUTION OF THE APPEAL; OR

24 (III) PAYS TO THE COMPLAINANT:

25 1. THE FAIR RENTAL VALUE OF THE PROPERTY FOR THE
26 ENTIRE PERIOD OF POSSESSION UP TO THE DATE OF JUDGMENT;

27 2. ALL COURT COSTS IN THE CASE;

28 3. ALL LOSSES OR DAMAGES OTHER THAN THE FAIR RENTAL
29 VALUE OF THE PROPERTY UP TO THE DAY OF JUDGMENT THAT THE COURT
30 DETERMINED TO BE DUE BECAUSE OF THE DETENTION OF POSSESSION; AND

31 4. THE FAIR RENTAL VALUE OF THE PROPERTY DURING THE
32 PENDENCY OF THE APPEAL.

33 (3) ON APPLICATION OF EITHER PARTY, THE COURT SHALL SET A
34 HEARING DATE FOR THE APPEAL THAT IS NOT LESS THAN 5 DAYS OR MORE THAN 15
35 DAYS AFTER THE APPLICATION FOR APPEAL.

1 (4) NOTICE OF THE ORDER FOR A HEARING SHALL BE SERVED ON THE
2 PARTIES OR THE PARTIES' COUNSELS NOT LESS THAN 5 DAYS BEFORE THE HEARING.

3 (G) IF THE JUDGMENT OF THE DISTRICT COURT SHALL BE IN FAVOR OF THE
4 LANDLORD, A WARRANT SHALL BE ISSUED BY THE APPELLATE COURT TO THE
5 SHERIFF, WHO SHALL PROCEED IMMEDIATELY TO EXECUTE THE WARRANT.

6 8-402.4.

7 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
8 INDICATED.

9 (2) "LANDLORD" INCLUDES THE LANDLORD'S AGENT.

10 (3) (I) "WRONGFUL EVICTION" MEANS ANY ACT BY THE LANDLORD,
11 WITHOUT LEGAL OR COURT AUTHORITY, THAT ACTUALLY OR CONSTRUCTIVELY:

- 12 1. REMOVES A TENANT FROM THE RENTAL PROPERTY; OR
- 13 2. PREVENTS A TENANT'S ACCESS TO THE RENTAL
14 PROPERTY.

15 (II) A "WRONGFUL EVICTION" MAY INCLUDE THE LANDLORD'S
16 INTENTIONAL EFFORT TO SIGNIFICANTLY DIMINISH ESSENTIAL SERVICES, SUCH AS
17 GAS, ELECTRICITY, WATER, HEAT OR LIGHT, TO WHICH THE TENANT IS ENTITLED
18 UNDER THE TERMS OF THE TENANCY.

19 (B) IN THE EVENT THAT A LANDLORD EXECUTES OR ATTEMPTS TO EXECUTE
20 A WRONGFUL EVICTION OF A RESIDENTIAL TENANT, THE TENANT MAY FILE A
21 COMPLAINT IN DISTRICT COURT. THE COURT SHALL DIRECT THE SHERIFF TO SERVE
22 A COPY OF THE COMPLAINT ON THE LANDLORD WITHIN 3 DAYS OF THE FILING AND
23 THE HEARING SHALL BE HELD ON THE FIFTH DAY AFTER THE FILING.

24 (C) (1) UPON THE FILING OF THE COMPLAINT, THE COURT SHALL CONDUCT
25 AN IMMEDIATE EMERGENCY HEARING.

26 (2) AT THIS HEARING, THE COURT MAY ISSUE A TEMPORARY ORDER IF
27 THERE ARE REASONABLE GROUNDS TO BELIEVE A WRONGFUL EVICTION HAS
28 OCCURRED AND IT CLEARLY APPEARS THAT IMMEDIATE AND SUBSTANTIAL HARM
29 WILL RESULT TO THE TENANT IN THE ABSENCE OF A TEMPORARY ORDER.

30 (3) THE ORDER SHALL REMAIN IN EFFECT UNTIL THE DATE OF THE
31 FULL ADVERSARY HEARING. THE ORDER MAY INCLUDE, BUT IS NOT LIMITED TO, ANY
32 OR ALL OF THE FOLLOWING:

33 (I) ORDERING THE LANDLORD TO IMMEDIATELY CEASE AND
34 REMEDY ALL WRONGFUL CONDUCT; OR

35 (II) ORDERING THE LANDLORD, BY WHATEVER MEANS NECESSARY,
36 TO IMMEDIATELY PERMIT THE TENANT TO RESUME OCCUPANCY.

1 (D) EXCEPT AS OTHERWISE PROVIDED IN THIS SUBSECTION, A COURT MAY
2 ONLY ISSUE A TEMPORARY ORDER IF A BOND IS FILED. THE BOND SHALL BE IN AN
3 AMOUNT APPROVED BY THE COURT. IF JUSTICE SO REQUIRES OR THE TENANT'S
4 FINANCIAL CIRCUMSTANCES SO MERIT, THE COURT MAY WAIVE THE BOND
5 REQUIREMENT.

6 (E) (1) THE TENANT SHALL MAKE EFFORTS, COMMENSURATE WITH THE
7 CIRCUMSTANCES, TO NOTIFY THE LANDLORD OF THE EMERGENCY HEARING.
8 HOWEVER, THE EMERGENCY HEARING SHALL GO FORWARD AND THE TEMPORARY
9 ORDER MAY BE GRANTED, WITHOUT WRITTEN OR VERBAL NOTICE TO THE
10 LANDLORD, IF THE COURT FINDS THAT APPROPRIATE NOTIFICATION EFFORTS WERE
11 MADE.

12 (2) IF THE LANDLORD IS NOT PRESENT FOR THE EMERGENCY HEARING,
13 THE JUDGE MAY COMMUNICATE INFORMALLY WITH THE LANDLORD OR THE
14 LANDLORD'S ATTORNEY.

15 (F) (1) IF A TEMPORARY ORDER IS GRANTED, IT SHALL DELINEATE THE
16 SPECIFICS OF THE ORDER AND CONTAIN A STATEMENT THAT THE LANDLORD MAY
17 FILE FOR MODIFICATION OR DISSOLUTION OF THE ORDER.

18 (2) THE SHERIFF SHALL IMMEDIATELY SERVE THE ORDER ON THE
19 LANDLORD AND ENSURE THAT IT IS ENFORCED. HOWEVER, THE ORDER SHALL BE
20 BINDING ON THE LANDLORD UPON ACTUAL NOTICE OF IT BY ANY MEANS. UPON
21 MOTION BY THE TENANT, THE COURT MAY WAIVE THE COST OF SERVICE OF THE
22 ORDER.

23 (G) THE LANDLORD MAY FILE FOR MODIFICATION OR DISSOLUTION OF THE
24 TEMPORARY ORDER. THE COURT SHALL SCHEDULE THE HEARING AS SOON AS
25 POSSIBLE. AT THIS HEARING, THE TENANT HAS THE BURDEN OF SHOWING THAT THE
26 ORDER SHOULD CONTINUE.

27 (H) AT THE FULL ADVERSARY HEARING, IF THE COURT FINDS THAT THE
28 LANDLORD'S ACT IS A WRONGFUL EVICTION, THE COURT SHALL MAKE APPROPRIATE
29 FINDINGS OF FACT AND ISSUE AN ORDER AND INJUNCTION AS JUSTICE REQUIRES.
30 SUCH AN ORDER MAY INCLUDE, BUT IS NOT LIMITED TO, ANY OR ALL OF THE
31 FOLLOWING:

32 (1) ORDERING THE LANDLORD TO IMMEDIATELY CEASE AND REMEDY
33 ALL WRONGFUL CONDUCT;

34 (2) ORDERING THE LANDLORD, BY WHATEVER MEANS NECESSARY, TO
35 IMMEDIATELY PERMIT THE TENANT TO RESUME OCCUPANCY; AND

36 (3) AWARDING AN ABATEMENT OF ANY RENT THAT MAY BE DUE OR MAY
37 BECOME DUE.

38 (I) A TENANT AGGRIEVED BY ANY OF THE ACTS DESCRIBED IN SUBSECTION
39 (A) OF THIS SECTION MAY SEEK RELIEF UNDER THIS SECTION AND ANY OTHER
40 APPLICABLE LAW.

1 8-403.

2 (A) If the court in any case brought [pursuant to § 8-401 or § 8-402] UNDER
3 § 8-401, § 8-402, OR § 8-402.3 OF THIS SUBTITLE orders an adjournment of the trial for
4 a longer period than provided for in the section under which the case has been
5 instituted, the tenant or [anyone holding under him] THE PERSON IN POSSESSION
6 shall pay [all rents due and as they come due] into the court exercising jurisdiction in
7 the case AN AMOUNT AND IN THE MANNER DETERMINED BY THE COURT TO BE
8 APPROPRIATE AS SPECIFIED IN § 8-118 OF THIS TITLE OR, IN THE CASE OF
9 WRONGFUL DETAINER, § 8-118.1 OF THIS TITLE.

10 (B) However, the court may order [the] A tenant to pay rents due and as come
11 due into an administrative agency of any county which is empowered by local law to
12 hold rents in escrow pending investigation and disposition of complaints by tenants;
13 the court also may refer that case to the administrative agency for investigation and
14 report to the court. [A tenant shall pay into the court the amount of rent]

15 (C) THE PAYMENT INTO THE COURT SHALL BE due on or before the date to
16 which the trial is adjourned or within [seven] 5 days after adjournment if the trial is
17 adjourned more than [seven] 5 days, or to the administrative agency within [seven]
18 5 days after the court has ordered the rent paid into an administrative agency.

19 (D) If [the tenant fails to pay rent due within this period, or as it comes due],
20 ON MOTION OF THE PLAINTIFF AND AFTER HEARING, THE COURT DETERMINES
21 THAT THE PAYMENT WAS NOT MADE AS ORDERED BY THE COURT AND THAT THERE
22 IS NO JUSTIFICATION FOR THE FAILURE TO PAY, the court, [on motion of the
23 landlord,] shall give judgment in favor of the [landlord] PLAINTIFF and issue a
24 warrant for possession in accordance with the provisions of [§ 8-401(c) and (d)] THE
25 SECTION UNDER WHICH THE CASE IS BROUGHT.

26 8-404.

27 (A) IN THIS SECTION, "CLAIMANT" MEANS THE PERSON IDENTIFIED BY A
28 TENANT OR PERSON IN POSSESSION AS SOMEONE WHO CLAIMS TITLE TO THE
29 PROPERTY LEASED OR POSSESSED BY THE TENANT OR PERSON IN POSSESSION.

30 (B) (1) IN ANY ACTION BROUGHT UNDER § 8-401, § 8-402, OR § 8-402.3 OF
31 THIS SUBTITLE, IF THE TENANT OR PERSON IN POSSESSION SHALL ALLEGE THAT
32 THE TITLE TO THE PROPERTY IS DISPUTED AND IN THE CASE OF A LEASE, THAT
33 TITLE IS CLAIMED BY A CLAIMANT WHOM THE TENANT SHALL NAME, BY VIRTUE OF
34 A RIGHT OR TITLE ACCRUING OR HAPPENING SINCE THE COMMENCEMENT OF THE
35 LEASE, BY DESCENT OR DEED FROM OR BY DEVISE UNDER THE LAST WILL OR
36 TESTAMENT OF THE LANDLORD AND, OTHERWISE, IF THE PERSON IN POSSESSION
37 OR ANY CLAIMANT IS ALLEGED TO HAVE TITLE, THEN THE DISTRICT COURT SHALL
38 FORBEAR TO GIVE JUDGMENT FOR POSSESSION AND COSTS.

39 (2) THE TENANT OR PERSON IN POSSESSION SO CLAIMING SHALL
40 CAUSE A SUMMONS TO BE IMMEDIATELY ISSUED TO THE CLAIMANT BY THE
41 DISTRICT COURT AND MADE RETURNABLE WITHIN 6 DAYS NEXT FOLLOWING.

1 (3) THE CLAIMANT SHALL APPEAR BEFORE THE COURT AND SHALL
2 UNDER OATH, DECLARE THAT THE CLAIMANT CLAIMS TITLE TO THE PROPERTY
3 WHICH IS THE SUBJECT OF THE ACTION AND SHALL, WITH TWO SUFFICIENT
4 SECURITIES, ENTER INTO BOND TO THE PLAINTIFF OR PARTIES IN INTEREST, IN
5 SUCH SUM AS THE COURT SHALL DETERMINE TO BE PROPER AND REASONABLE
6 SECURITY TO SAID PLAINTIFF OR PARTIES IN INTEREST, TO PROSECUTE WITH
7 EFFECT THE CLAIMANT'S CLAIM IN THE CIRCUIT COURT FOR THE COUNTY.

8 (4) IF THE SAID CLAIM SHALL NOT BE COMMENCED IN THE CIRCUIT
9 COURT WITHIN 10 DAYS OF THE FIRST APPEARANCE OF THE CLAIMANT IN THE
10 DISTRICT COURT, THE DISTRICT COURT SHALL PROCEED TO GIVE JUDGMENT FOR
11 POSSESSION AND COSTS AND ISSUE ITS WARRANT.

12 8-601.

13 ANY PARTY TO AN ACTION BROUGHT IN THE DISTRICT COURT UNDER THIS
14 TITLE IN WHICH THE AMOUNT IN CONTROVERSY MEETS THE REQUIREMENTS FOR A
15 TRIAL BY JURY MAY, IN ACCORDANCE WITH THIS SECTION, DEMAND A TRIAL BY
16 JURY.

17 8-602.

18 (A) A JURY DEMAND MUST BE MADE BY A WRITTEN PLEADING TITLED "JURY
19 DEMAND". EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, A JURY
20 DEMAND UNDER THIS SUBSECTION SHALL BE FILED WITH THE COURT WITHIN:

21 (1) FIFTEEN DAYS OF POSTING OR PERSONAL SERVICE; OR

22 (2) AT THE PARTIES' FIRST SCHEDULED APPEARANCE BEFORE THE
23 COURT, WHICHEVER OCCURS SOONER.

24 (B) THE TIME FOR FILING THE JURY DEMAND MAY BE EXTENDED BY
25 AGREEMENT OF ALL PARTIES AND THAT EXTENSION SHALL NOT BE LATER THAN
26 THE COMMENCEMENT OF THE TRIAL IN THE ACTION.

27 8-603.

28 (A) A PROVISION CONTAINED WITHIN A RESIDENTIAL LEASE IN WHICH A
29 TENANT IS OCCUPYING THE SPACE AS THAT TENANT'S PRIMARY RESIDENCE WHICH
30 WAIVES A TRIAL BY JURY SHALL BE INVALID AND UNENFORCEABLE.

31 (B) A PROVISION IN ANY LEASE OTHER THAN THAT SPECIFIED IN
32 SUBSECTION (A) OF THIS SECTION WHICH WAIVES A TRIAL BY JURY SHALL BE VALID
33 AND ENFORCEABLE.

34 8-604.

35 (A) A DEMAND FOR TRIAL BY JURY UNDER THIS SUBSECTION SHALL BE
36 SUBJECT TO REVIEW BY THE DISTRICT COURT.

1 (B) IF THE JURY DEMAND IS FILED AT THE FIRST SCHEDULED APPEARANCE
2 IN ACCORDANCE WITH § 8-602(B) OF THIS SUBTITLE, THEN ANY PARTY TO THE
3 ACTION CONTESTING THE JURY DEMAND SHALL, AT THE FIRST SCHEDULED
4 APPEARANCE, OBJECT TO THE JURY DEMAND AND DESCRIBE THE BASIS OF THE
5 INVALIDITY OF THE JURY DEMAND.

6 (C) IF THE JURY DEMAND IS FILED AT A TIME OTHER THAN THE FIRST
7 SCHEDULED APPEARANCE IN ACCORDANCE WITH § 8-602(A) OR (B) OF THIS
8 SUBTITLE, THEN ANY OTHER PARTY TO THE ACTION CONTESTING THE VALIDITY OF
9 THE JURY DEMAND SHALL FILE AN "OBJECTION TO JURY DEMAND" WITHIN 10 DAYS
10 OF THE FILING OF THE JURY DEMAND WHICH SUCH OBJECTION SHALL DESCRIBE
11 THE BASIS OF THE INVALIDITY OF THE JURY DEMAND, PROVIDED, HOWEVER, THAT
12 THE "OBJECTION TO JURY DEMAND" SHALL BE FILED AT TRIAL IF THE TRIAL OCCURS
13 PRIOR TO THE EXPIRATION OF THE PERIOD SET FORTH IN § 8-602 OF THIS SUBTITLE.

14 (D) IN THE EVENT THAT A JURY DEMAND AND AN "OBJECTION TO JURY
15 DEMAND" IS FILED IN ACCORDANCE WITH §§ 8-602 AND 8-604 OF THIS SUBTITLE:

16 (1) IF AN "OBJECTION TO JURY DEMAND" IS FILED UNDER § 8-604(B) OF
17 THIS SUBTITLE, THE COURT SHALL CONSIDER THE VALIDITY OF THE JURY DEMAND
18 AT THE TIME OF THE FIRST SCHEDULED APPEARANCE OF THE PARTIES;

19 (2) IF AN "OBJECTION TO JURY DEMAND" IS FILED UNDER § 8-604(C) OF
20 THIS SUBTITLE AT A TIME OTHER THAN TRIAL, THE COURT SHALL SET THE
21 OBJECTION IN FOR A HEARING;

22 (3) IF THE "OBJECTION TO JURY DEMAND" IS FILED AT THE TIME OF
23 TRIAL UNDER SUBSECTION (C) OF THIS SECTION, THE COURT SHALL CONSIDER THE
24 VALIDITY OF THE JURY DEMAND AT TRIAL; OR

25 (4) IF THE FIRST SCHEDULED APPEARANCE IS SET PRIOR TO A HEARING
26 DATE UNDER PARAGRAPH (2) OF THIS SUBSECTION, THEN THE "OBJECTION TO JURY
27 DEMAND" SHALL BE CONSIDERED BY THE COURT AT THE FIRST SCHEDULED
28 APPEARANCE OF THE PARTIES AND THE HEARING DATE SHALL BE REMOVED.

29 (E) IN THE EVENT A JURY DEMAND IS FILED PRIOR TO THE FIRST
30 SCHEDULED APPEARANCE AND THE TIME FOR FILING AN OBJECTION UNDER
31 SUBSECTION (C) OF THIS SECTION SHALL NOT HAVE EXPIRED PRIOR TO THE FIRST
32 SCHEDULED APPEARANCE, AND ALL OTHER PARTIES TO THE ACTION FILE A
33 "NONOBJECTION TO JURY DEMAND" AT LEAST 1 DAY PRIOR TO THE FIRST
34 SCHEDULED APPEARANCE, OR IF THE TIME FOR FILING AN OBJECTION UNDER
35 SUBSECTION (C) OF THIS SECTION SHALL HAVE EXPIRED PRIOR TO THE FIRST
36 SCHEDULED APPEARANCE AND NO OBJECTION HAVING BEEN FILED, THEN THE
37 ACTION SHALL BE REMOVED FROM THE DOCKET AND TRANSFERRED TO THE
38 CIRCUIT COURT.

39 (F) IN THE EVENT THAT A JURY DEMAND IS MADE UNDER THIS SUBSECTION,
40 THE DISTRICT COURT SHALL NOT BE DIVESTED OF JURISDICTION AND THE MATTER
41 SHALL NOT BE REMOVED TO THE CIRCUIT COURT UNTIL SUCH TIME AS THE
42 DISTRICT COURT HAS REVIEWED THE JURY DEMAND, PROVIDED, HOWEVER, THAT

1 ANY HEARING ON THE VALIDITY OF A JURY DEMAND UNDER THIS SUBSECTION
2 MUST OCCUR WITHIN 30 DAYS OF THE DATE OF JURY DEMAND.

3 (G) (1) THE DISTRICT COURT'S REVIEW OF THE VALIDITY OF A JURY
4 DEMAND SHALL BE LIMITED TO:

5 (I) TIMELINESS OF THE JURY DEMAND;

6 (II) THE AMOUNT IN CONTROVERSY; AND

7 (III) THE EXISTENCE OF A VALID WAIVER.

8 (2) IN THE EVENT THAT THE DISTRICT COURT FINDS THAT THE JURY
9 DEMAND IS INVALID, THE MATTER SHALL PROCEED IN THE DISTRICT COURT;
10 HOWEVER, UPON CONCLUSION OF THE DISTRICT COURT TRIAL ANY PARTY FILING A
11 JURY DEMAND DETERMINED INVALID BY THE COURT MAY INCLUDE THE VALIDITY
12 OF THE JURY DEMAND IN AN APPEAL, AS SET FORTH UNDER THESE RULES.

13 **Article - Courts and Judicial Proceedings**

14 4-401.

15 Except as provided in § 4-402 of this subtitle, and subject to the venue
16 provisions of Title 6 of this article, the District Court has exclusive original civil
17 jurisdiction in:

18 (1) An action in contract or tort, if the debt or damages claimed do not
19 exceed \$25,000, exclusive of prejudgment or postjudgment interest, costs, and
20 attorney's fees if attorney's fees are recoverable by law or contract;

21 (2) An action of replevin, regardless of the value of the thing in
22 controversy;

23 (3) A matter of attachment before judgment, if the sum claimed does not
24 exceed \$25,000, exclusive of prejudgment or postjudgment interest, costs, and
25 attorney's fees if attorney's fees are recoverable by law or contract;

26 (4) An action involving landlord and tenant, distraint, or [forcible entry
27 and] WRONGFUL detainer, regardless of the amount involved;

28 (5) A grantee suit brought under § 14-109 of the Real Property Article;

29 (6) A petition for injunction relating to the use, disposition,
30 encumbrances, or preservation of property that is:

31 (i) Claimed in a replevin action, until seizure under the writ; or

32 (ii) Sought to be levied upon in an action of distress, until levy and
33 any removal;

34 (7) A petition of injunction filed by:

- 1 (i) A tenant in an action under § 8-211 of the Real Property Article
2 or a local rent escrow law; [or]
- 3 (ii) A person who brings an action under § 14-120 of the Real
4 Property Article; OR
- 5 (III) A TENANT IN A WRONGFUL EVICTION ACTION UNDER § 8-402.4
6 OF THE REAL PROPERTY ARTICLE;
- 7 (8) A petition filed by a county or municipality, including Baltimore City,
8 for enforcement of local health, housing, fire, building, electric, licenses and permits,
9 plumbing, animal control, and zoning codes for which equitable relief is provided;
- 10 (9) Proceedings under Article 27, § 264 or § 297 of the Code for the
11 forfeiture or return of moneys involved in a gambling or controlled dangerous
12 substances seizure where the amount involved, excluding any interest and attorney's
13 fees, if attorney's fees are recoverable by law or contract, does not exceed \$20,000;
- 14 (10) A proceeding for adjudication of:
- 15 (i) A municipal infraction as defined in Article 23A, § 3(b)(1) of the
16 Code;
- 17 (ii) A Commission infraction as defined in Article 28, § 5-113 of the
18 Code;
- 19 (iii) A WSSC infraction as defined in Article 29, § 18-104.1 of the
20 Code, concerning rules and regulations governing publicly owned watershed property;
- 21 (iv) A WSSC infraction as defined in Article 29, § 18-104.2 of the
22 Code, concerning WSSC regulations governing:
- 23 1. Erosion and sediment control for utility construction; and
24 2. Plumbing, gasfitting, and sewer cleaning;
- 25 (v) A zoning violation for which a civil penalty has been provided
26 pursuant to Article 66B, § 7.01 or Article 28, § 8-120(c) of the Code;
- 27 (vi) A violation of an ordinance enacted:
- 28 1. By a charter county for which a civil penalty is provided
29 under Article 25A, § 5(A) of the Code; or
- 30 2. By the Mayor and City Council of Baltimore for which a
31 civil penalty is provided by ordinance;
- 32 (vii) A citation for a Code violation issued under Article 27, § 403 of
33 the Code;

1 (viii) A civil infraction relating to a violation of the Fair Election
2 Practices Act of the election laws as provided under Article 33, § 13-604 of the Code;

3 (ix) A violation of an ordinance or regulation enacted by a county
4 without home rule, under authority granted under Article 25 of the Code, or any
5 provision of the Code of Public Local Laws for that county, for which a civil penalty is
6 provided;

7 (x) A civil infraction that is authorized by law to be prosecuted by a
8 sanitary commission; or

9 (xi) A subdivision violation for which a civil penalty has been
10 provided in accordance with Article 66B, § 5.05(d) of the Code;

11 (11) A proceeding for adjudication of a civil penalty for any violation under
12 § 5-1001 of the Environment Article, § 21-1122 of the Transportation Article, §
13 21-1414 of the Transportation Article, or Article 41, § 2-101(c-1) of the Code or any
14 rule or regulation issued pursuant to those sections;

15 (12) A proceeding to enforce a civil penalty assessed by the Maryland
16 Division of Labor and Industry under Title 5 of the Labor and Employment Article
17 where the amount involved does not exceed \$20,000; and

18 (13) A proceeding for a civil infraction under § 21-202.1 of the
19 Transportation Article.

20 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take
21 effect October 1, 1999.