

SENATE BILL 548

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1999 Regular Session
9r1387
CF 9r1356

By: **Senator Colburn (Commission to Review Landlord-Tenant Law)**

Introduced and read first time: February 5, 1999

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property - Landlord-Tenant - Gender Neutral Language**

3 FOR the purpose of inserting gender neutral language in Title 8 of the Real Property
4 Article; making stylistic changes; and generally relating to Title 8 of the Real
5 Property Article.

6 BY repealing and reenacting, with amendments,
7 Article - Real Property
8 Section 8-101, 8-106, 8-107, 8-109, 8-111, 8-113, 8-114, 8-116(b), 8-203(c)(3),
9 (d)(1), (g)(1), and (h)(2), 8-204(b), (e), and (f), 8-207(c), 8-208(a)(4),
10 8-208.1(a), 8-208.3, 8-211(i), (l), and (n)(2), 8-211.1(a) and (b), 8-303,
11 8-304(b), 8-305(b) and (c), 8-307, 8-311(c) and (d), 8-313(b), 8-314(a),
12 8-315, 8-320(c), 8-323, 8-324(c), 8-328, 8-331, 8-401(b)(1), (c)(1), (3), and
13 (5), (d)(1), and (e), 8-402(a)(1) and (2), (b)(2), (3), and (5), and (c),
14 8-402.1(b), and 8-403
15 Annotated Code of Maryland
16 (1996 Replacement Volume and 1998 Supplement)

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 8-101.

21 A transferee of the reversion in leased property or of the rent has the same
22 remedies by entry, action, or otherwise for nonperformance of any condition or
23 agreement contained in the lease, as the original landlord would have had if the
24 reversion or rent had remained in [him] THE ORIGINAL LANDLORD. A transferee of
25 the reversion in leased property is subject to the same remedies, by action or
26 otherwise, for nonperformance of any agreement contained in the lease, as the
27 original landlord. This section applies to any transferee of a reversion in leased
28 property, by voluntary grant or operation of law.

1 8-106.

2 If a landlord, having only an estate for life, dies on or before the day on which
3 the rent that has been earned is payable and [his] THE LANDLORD'S death
4 terminates the leasehold estate, [his] THE LANDLORD'S personal representative may
5 recover from the tenant the full amount of the rent if death occurs on the day the rent
6 is payable or a proportionate share of the rent if death occurs before this day.

7 8-107.

8 If there is no demand or payment for more than 20 consecutive years of any
9 specific rent reserved out of a particular property or any part of a particular property
10 under any form of lease, the rent conclusively is presumed to be extinguished and the
11 landlord may not set up any claim for the rent or to the reversion in the property out
12 of which it issued. The landlord also may not institute any suit, action, or proceeding
13 to recover the rent or the property. However, if the landlord is under any legal
14 disability when the period of 20 years of nondemand or nonpayment expires, [he]
15 THE LANDLORD has two years after the removal of the disability within which to
16 assert [his] THE LANDLORD'S rights.

17 8-109.

18 Uninterrupted possession for 12 months after the expiration of the lease
19 containing a covenant for perpetual renewal of all or part of the leased premises by
20 the tenant or any person claiming under [him] THE TENANT operates as a renewal
21 with respect to the entire premises. It conclusively is presumed in reference to the
22 whole or any part of the leased premises, of which possession is retained, and in favor
23 of the tenant or of the person claiming under [him] THE TENANT, that a new lease of
24 the whole of the leased premises was executed prior to the expiration of the lease by
25 the landlord named in it, or by the person rightfully claiming under the landlord, to
26 the tenant, or the person rightfully claiming under the tenant for the additional term
27 under the rent and on the covenants, conditions, and stipulations as were provided in
28 the lease.

29 8-111.

30 If a tenant named in a lease or an assignee of a lease applies to [his] THE
31 TENANT'S landlord for a renewal under a covenant in the lease giving [him] THE
32 TENANT the right to renewal, and if the tenant cannot produce vouchers or
33 satisfactory evidence showing payment of rent accrued for three years next preceding
34 [his] THE LANDLORD'S demand and application, the landlord, before executing the
35 renewal of the lease or causing it to be executed, is entitled to demand and recover not
36 more than three years' back rent, in addition to any renewal fine that may be
37 provided for in the lease. The tenant may plead this section in bar of the recovery of
38 any larger amount of rent.

39 8-113.

40 A covenant or promise by the tenant to leave, restore, surrender, or yield the
41 leased premises in good repair does not bind [him] THE TENANT to erect any similar

1 building or pay for any building destroyed by fire or otherwise without negligence or
2 fault on [his] THE TENANT'S part.

3 8-114.

4 The right of a tenant to remove fixtures erected by [him] THE TENANT is not
5 lost or impaired by [his] THE TENANT'S acceptance of a subsequent lease of the same
6 premises without any intermediate surrender of possession.

7 8-116.

8 (b) A tenant or [his] THE TENANT'S agent, who interferes, directly or
9 indirectly with the stripping, packing, shipment, or sale of tobacco by the landlord, is
10 guilty of a misdemeanor and, on conviction, is subject to a fine of not less than \$100 or
11 by imprisonment for not less than 90 days nor more than six months, or both.

12 8-203.

13 (c) (3) The receipt or lease shall contain language informing the tenant of
14 [his] THE TENANT'S rights under this section to receive from the landlord a written
15 list of all existing damages if the tenant makes a written request of the landlord
16 within 15 days of the tenant's occupancy.

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

20 (g) (1) The security deposit, or any portion thereof, may be withheld for
21 unpaid rent, damage due to breach of lease or for damage to the leased premises by
22 the tenant, [his] THE TENANT'S family, agents, employees, or social guests in excess
23 of ordinary wear and tear. The tenant has the right to be present when the landlord or
24 [his] THE LANDLORD'S agent inspects the premises in order to determine if any
25 damage was done to the premises, if the tenant notifies the landlord by certified mail
26 of [his] THE TENANT'S intention to move, the date of moving, and [his] THE
27 TENANT'S new address. The notice to be furnished by the tenant to the landlord shall
28 be mailed at least 15 days prior to the date of moving. Upon receipt of the notice, the
29 landlord shall notify the tenant by certified mail of the time and date when the
30 premises are to be inspected. The date of inspection shall occur within five days
31 before or five days after the date of moving as designated in the tenant's notice. The
32 tenant shall be advised of [his] THE TENANT'S rights under this subsection in writing
33 at the time of [his] THE TENANT'S payment of the security deposit. Failure by the
34 landlord to comply with this requirement forfeits the right of the landlord to withhold
35 any part of the security deposit for damages.

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

1 8-204.

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

4 (e) If the landlord fails to provide the tenant with possession of the dwelling
5 unit at the beginning of the term of any lease, whether or not the lease is terminated
6 under this section, the landlord is liable to the tenant for consequential damages
7 actually suffered by [him] THE TENANT subsequent to the tenant's giving notice to
8 the landlord of [his] THE TENANT'S inability to enter on the leased premises.

9 (f) The landlord may bring an action of eviction and damages against any
10 tenant holding over after the end of [his] THE TENANT'S term even though the
11 landlord has entered into a lease with another tenant, and [he] THE LANDLORD may
12 join the new tenant as a party to the action.

13 8-207.

14 (c) If a tenant wrongly fails or refuses to take possession of or vacates the
15 dwelling unit before the end of [his] THE TENANT'S term, the landlord may sublet the
16 dwelling unit without prior notice to the tenant in default. The tenant in default is
17 secondarily liable for rent for the term of [his] THE TENANT'S original agreement in
18 addition to [his] THE TENANT'S liability for consequential damages resulting from
19 [his] THE TENANT'S breach, if the landlord gives [him] THE TENANT prompt notice
20 of any default by the sublessee.

21 8-208.

22 (a) A lease may not contain any of the following provisions:

23 (4) Any provision whereby the tenant waives [his] THE right to a jury
24 trial.

25 8-208.1.

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

29 (1) Solely because the tenant or [his] THE TENANT'S agent has filed a
30 written complaint, or complaints, with the landlord or with any public agency or
31 agencies against the landlord;

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

34 (3) Solely because the tenant is a member or organizer of any tenants'
35 organization.

1 8-208.3.

2 Every landlord shall maintain a records system showing the dates and amounts
3 of rent paid to [him] THE LANDLORD by [his] THE tenant or tenants and showing
4 also the fact that a receipt of some form was given to each tenant for each cash
5 payment of rent.

6 8-211.

7 (i) If the landlord refuses to make the repairs or correct the conditions, or if
8 after a reasonable time [he] THE LANDLORD has failed to do so, the tenant may bring
9 an action of rent escrow to pay rent into court because of the asserted defects or
10 conditions, or the tenant may refuse to pay rent and raise the existence of the
11 asserted defects or conditions as an affirmative defense to an action for distress for
12 rent or to any complaint proceeding brought by the landlord to recover rent or the
13 possession of the leased premises.

14 (l) It is a sufficient defense to the allegations of the tenant that the tenant,
15 [his] THE TENANT'S family, [his] agent, [his] employees, or [his] assignees or social
16 guests have caused the asserted defects or conditions, or that the landlord or [his]
17 THE LANDLORD'S agents were denied reasonable and appropriate entry for the
18 purpose of correcting or repairing the asserted conditions or defects.

19 (n) After rent escrow has been established, the court:

20 (2) May, after an appropriate hearing, order that some or all moneys in
21 the escrow account be paid to the landlord or [his] THE LANDLORD'S agent, the
22 tenant or [his] THE TENANT'S agent, or any other appropriate person or agency for
23 the purpose of making the necessary repairs of the dangerous conditions or defects;

24 8-211.1.

25 (a) Notwithstanding any provision of law or any agreement, whether written
26 or oral, if a lessor fails to comply with the applicable risk reduction standard under §
27 6-815 or § 6-819 of the Environment Article, the lessee may deposit [his] THE
28 LESSEE'S rent in an escrow account with the clerk of the District Court for the district
29 in which the premises are located.

30 (b) The right of a lessee to deposit rent in an escrow account does not preclude
31 [him] THE LESSEE from pursuing any other right or remedy available to [him] THE
32 LESSEE at law or equity and is in addition to them.

33 8-303.

34 (a) An action of distress shall be brought by the landlord as plaintiff, [his]
35 THE LANDLORD'S petition shall name the tenant as defendant and contain the
36 following information:

37 (1) The name and address of the landlord[.];

1 (2) The name and address of the tenant[,]; and

2 (3) The facts relating to (i) any assignment of a lease, if known, (ii) the
3 premises leased, (iii) the date of the lease, (iv) the term of the lease, (v) the rent
4 required to be paid by the lease, and (vi) the amount of the rent in arrears.

5 (b) The petition shall be under oath or affirmation of the plaintiff, or [his]
6 THE PLAINTIFF'S agent, that the facts recited are true and correct.

7 (c) If a defendant is not a resident of, or amenable to service in a county where
8 the leased premises are located, service may be made by certified mail, return receipt
9 requested, bearing a postmark from the United States Postal Service. If this service is
10 returned by the Post Office Department or refused by the addressee or [his] THE
11 ADDRESSEE'S agent, then process shall be sent by first-class mail and the defendant
12 returned as summoned.

13 8-304.

14 (b) In addition, the order shall:

15 (1) Direct the time within which service of the petition and show cause
16 order shall be made on the defendant; and

17 (2) Inform the defendant that (i) [he] THE DEFENDANT may appear at
18 the time stated and present evidence on [his] THE DEFENDANT'S behalf; and (ii) if
19 [he] THE DEFENDANT fails to appear, all goods on the leased premises not exempted
20 by law may be levied on and removed by the sheriff.

21 8-305.

22 (b) The officer making the levy then shall proceed to make an inventory of
23 each article of goods distrained on and deliver a copy to each tenant found on the
24 leased premises. If no tenant is found, [he] THE OFFICER shall affix a copy to the
25 premises as provided above in the case of the order.

26 (c) The officer serving the order shall make a return of [his] THE OFFICER'S
27 action to the court including the date and time of return.

28 8-307.

29 (a) The following are exempt from distress:

30 (1) Hand-powered and operated tools used by a tenant in [his] THE
31 TENANT'S occupation or livelihood;

32 (2) Law books of an attorney;

33 (3) Hand-operated instruments of a physician;

34 (4) Medical books of a physician;

1 (5) Files and professional records of an attorney or physician; and

2 (6) The prior perfected security interest in all goods in which the tenant
3 has an interest.

4 (b) The landlord in [his] THE LANDLORD'S petition shall certify as to the
5 existence of a perfected security interest in any goods of the tenant. If the security
6 interest was perfected prior to the levy under the distraint, the landlord either shall
7 release the property from the distraint proceedings or pay to the holder of the security
8 interest the balance due under the security interest. If the landlord pays the balance,
9 it becomes a part of the costs in the distraint proceedings. However, the holder of the
10 security interest, on demand by the landlord, shall give a true written statement of
11 the balance due under the security interest, and, if the landlord pays the balance, the
12 holder shall assign or release the security interest to the landlord.

13 8-311.

14 (c) After a hearing held on not more than ten days' notice, and on submission
15 of proof satisfactory to the court that the goods are not the property of the tenant, the
16 court shall issue an order excluding the goods from levy. This order authorizes the
17 owner to remove [his] THE OWNER'S goods from the leased premises at the owner's
18 expense free of any claim of the landlord.

19 (d) The order shall provide that the claimant shall remove [his] THE
20 CLAIMANT'S goods at [his] THE CLAIMANT'S expense from the leased premises within
21 a time to be fixed by the court. If the claimant fails to remove [his] THE CLAIMANT'S
22 goods within the fixed time, then the goods claimed by [him] THE CLAIMANT no
23 longer shall be excluded from distress and shall be subject to the landlord's claim for
24 distress as though no petition for exclusion had been filed.

25 8-313.

26 (b) An officer does not incur liability for removal of goods which are affixed to
27 the property. The officer may require the plaintiff to mail or deliver an indemnity
28 bond to [him] THE OFFICER to protect [him] THE OFFICER from any claim for
29 damage or injury to any person or property caused by the officer's removal for sale of
30 goods affixed to the property.

31 8-314.

32 (a) The defendant in an action of distress may file an answer, setting forth any
33 defense [he] THE DEFENDANT may have to the action, including excessive rent
34 distrained for or the rent sued is not distrainable.

35 8-315.

36 (a) If a tenant removes [his] THE TENANT'S goods from the leased premises,
37 and the officer can find no goods of the tenant on the premises, [he] THE OFFICER
38 shall report that fact to the court. If the court is satisfied the goods of the tenant have
39 been removed, it may issue an order to follow goods under distress within six months

1 after filing of an action of distress. The order shall authorize levy on the removed
2 goods at any place the goods can be found within the jurisdiction of the court.

3 (b) If the goods are removed outside the court's jurisdiction, the plaintiff may
4 file with the court in the jurisdiction where the goods are located, a certified copy of
5 the original action of distress, together with a verified petition setting forth (i) the fact
6 of the original petition for distress, (ii) the premises to which the tenant has removed
7 the goods, and (iii) the name and address of the occupant of the premises. If the
8 occupant of the premises to which the goods are removed is a person other than the
9 tenant, an order shall be served by first-class mail or by an officer on the other
10 person giving [him] THE OCCUPANT seven days from the date of service of the order
11 to protest seizure of the goods. If not protested, the order becomes final and
12 authorizes any officer to seize and remove the goods.

13 (c) Entry to premises under an order to follow goods under distress may be
14 forcible.

15 8-320.

16 (c) If any surplus money or unsold goods remain in the possession of an officer
17 on completion of proceedings in an action of distress and after payment of all claims
18 and costs incurred, a judgment creditor or other person claiming a right to the money
19 or goods may petition the court in which the action was brought for payment of [his]
20 THE CREDITOR'S OR CLAIMANT'S judgment or claim out of the excess of money or
21 goods, plus court costs expended by the creditor or claimant. After a hearing on the
22 petition, the court may direct payment of the money or goods or order the sale of goods
23 in the same manner and after proceedings similar to those in attachment or
24 execution. Any exemption allowed by law is permitted in these proceedings if claimed.
25 8-323.

26 If the goods of a third party are distrained on and sold under an action of
27 distress, the third party has a right of action against the tenant for damages for any
28 loss sustained by the third party as a result of the levy and sale of [his] THE THIRD
29 PARTY'S goods under distress. The action for damages may be brought before the
30 court before which the original action was brought, regardless of any monetary
31 limitation of the civil jurisdiction of the court. If the action for damages is brought in
32 any other court, only a certified copy of the record in the original court need be filed
33 as evidence of the proceedings.

34 8-324.

35 (c) If the court declares a lease terminated under subsection (a), the court on
36 application of the plaintiff, may issue its order or judgment of restitution of the
37 premises. The court shall issue its warrant to the officer commanding [him] THE
38 OFFICER to deliver immediately to the plaintiff, possession in full and ample manner
39 as set forth in § 8-402(b). The costs of this action are the same as in the case of a
40 tenant holding over.

1 8-328.

2 (a) If a tenant under a lease dies, or, if the tenant is a corporation and ceases
3 to exist, distress may be brought against the tenant named in the lease regardless of
4 death or nonexistence. The plaintiff shall give notice of an action of distress to the
5 personal representative of a deceased defendant or to any person who was an officer
6 at the time the corporation ceased to exist and the plaintiff shall certify to the court
7 that [he] THE PLAINTIFF has given notice. Then the plaintiff may proceed with levy
8 and sale as provided in this subtitle.

9 (b) If a tenant dies and no personal representative is appointed by a court
10 having jurisdiction, or if an officer of the nonexistent corporation cannot be found and,
11 therefore, service of process is returned non est, then, on application of the plaintiff,
12 an order may be passed requiring a copy of the petition for distress to be posted at the
13 courthouse door at least one week before the date of sale. Failure of the plaintiff to
14 apply for the order subjects [him] THE PLAINTIFF to suit by the personal
15 representative of the deceased tenant, or by the officer or surviving directors of the
16 nonexistent corporation for any loss or damage sustained. If the plaintiff makes
17 application for the order, [he] THE PLAINTIFF is under no liability either to the estate
18 of the deceased tenant, or to the surviving trustees or officers of the nonexistent
19 corporation.

20 8-331.

21 If the court finds that any notice required under this subtitle to be sent by mail
22 actually has not been received by the person to whom the notice was addressed and
23 that injustice will result, the court shall order a stay of further proceedings until it is
24 satisfied that the person has had an opportunity to protect [his] THE PERSON'S
25 interests.

26 8-401.

27 (b) (1) Whenever any landlord shall desire to repossess any premises to
28 which [he] THE LANDLORD is entitled under the provisions of subsection (a) of this
29 section, [he] THE LANDLORD or [his] THE LANDLORD'S duly qualified agent or
30 attorney shall make [his] THE LANDLORD'S written complaint under oath or
31 affirmation, before the District Court of the county wherein the property is situated,
32 describing in general terms the property sought to be repossessed, and also setting
33 forth the name of the tenant to whom the property is rented or [his] THE TENANT'S
34 assignee or subtenant with the amount of rent due and unpaid; and praying by
35 warrant to repossess the premises, together with judgment for the amount of rent due
36 and costs. The District Court shall issue its summons, directed to any constable or
37 sheriff of the county entitled to serve process, and ordering [him] THE CONSTABLE
38 OR SHERIFF to notify by first-class mail the tenant, assignee, or subtenant to appear
39 before the District Court at the trial to be held on the fifth day after the filing of the
40 complaint, to answer the landlord's complaint to show cause why the prayer of the
41 landlord should not be granted, and the constable or sheriff shall proceed to serve the
42 summons upon the tenant, assignee or subtenant in the property or upon [his] THE
43 TENANT'S, ASSIGNEE'S, OR SUBTENANT'S known or authorized agent, but if for any

1 reason, neither the tenant, assignee or subtenant, nor [his] THE TENANT'S,
2 ASSIGNEE'S, OR SUBTENANT'S agent, can be found, then the constable or sheriff shall
3 affix an attested copy of the summons conspicuously upon the property. The affixing
4 of the summons upon the property after due notification to the tenant, assignee, or
5 subtenant by first-class mail shall conclusively be presumed to be a sufficient service
6 to all persons to support the entry of a default judgment for possession of the
7 premises, together with court costs, in favor of the landlord, but it shall not be
8 sufficient service to support a default judgment in favor of the landlord for the
9 amount of rent due.

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

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

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

23 (d) (1) Subject to the provisions of paragraph (2) of this subsection, if
24 judgment is given in favor of the landlord, and the tenant fails to comply with the
25 requirements of the order within 4 days, the court shall, at any time after the
26 expiration of the 4 days, issue its warrant, directed to any official of the county
27 entitled to serve process, ordering [him] THE OFFICIAL to cause the landlord to have
28 again and repossess the property by putting [him] THE LANDLORD (or [his] THE
29 LANDLORD'S duly qualified agent or attorney for [his] THE LANDLORD'S benefit) in
30 possession thereof, and for that purpose to remove from the property, by force if
31 necessary, all the furniture, implements, tools, goods, effects or other chattels of every
32 description whatsoever belonging to the tenant, or to any person claiming or holding
33 by or under said tenant. If the landlord does not order a warrant of restitution within
34 sixty days from the date of judgment or from the expiration date of any stay of
35 execution, whichever shall be the later, the judgment for possession shall be stricken.

36 (e) In any action of summary ejectment for failure to pay rent where the
37 landlord is awarded a judgment giving [him] THE LANDLORD restitution of the
38 leased premises, the tenant shall have the right to redemption of the leased premises
39 by tendering in cash, certified check or money order to the landlord or [his] THE
40 LANDLORD'S agent all past due rent and late fees, plus all court awarded costs and
41 fees, at any time before actual execution of the eviction order. This subsection does not
42 apply to any tenant against whom 3 judgments of possession have been entered for
43 rent due and unpaid in the 12 months prior to the initiation of the action to which this
44 subsection otherwise would apply.

1 8-402.

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

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

8 (b) (2) If upon hearing the parties, or in case the tenant or person in
9 possession shall neglect to appear after the summons and continuance the court shall
10 find that the landlord had been in possession of the leased property, that the said
11 lease or estate is fully ended and expired, that due notice to quit as aforesaid had been
12 given to the tenant or person in possession and that [he] THE TENANT OR PERSON IN
13 POSSESSION had refused so to do, the court shall thereupon give judgment for the
14 restitution of the possession of said premises and shall forthwith issue its warrant to
15 the sheriff or a constable in the respective counties commanding [him] THE TENANT
16 OR PERSON IN POSSESSION forthwith to deliver to the landlord possession thereof in
17 as full and ample manner as the landlord was possessed of the same at the time when
18 the leasing was made, and shall give judgment for costs against the tenant or person
19 in possession so holding over. Either party shall have the right to appeal therefrom to
20 the circuit court for the county within ten days from the judgment. If the tenant
21 appeals and files with the District Court an affidavit that the appeal is not taken for
22 delay, and also a good and sufficient bond with one or more securities conditioned that
23 [he] THE TENANT will prosecute the appeal with effect and well and truly pay all
24 rent in arrears and all costs in the case before the District Court and in the appellate
25 court and all loss or damage which the landlord may suffer by reason of the tenant's
26 holding over, including the value of the premises during the time [he] THE TENANT
27 shall so hold over, then the tenant or person in possession of said premises may retain
28 possession thereof until the determination of said appeal. The appellate court shall,
29 upon application of either party, set a day for the hearing of the appeal, not less than
30 five nor more than 15 days after the application, and notice for the order for a hearing
31 shall be served on the opposite party or [his] THAT PARTY'S counsel at least five days
32 before the hearing. If the judgment of the District Court shall be in favor of the
33 landlord, a warrant shall be issued by the appellate court to the sheriff, who shall
34 proceed forthwith to execute the warrant.

35 (3) If the tenant or person in possession shall allege that the title to the
36 leased property is disputed and claimed by some person whom [he] THE TENANT OR
37 PERSON IN POSSESSION (THE CLAIMANT) shall name, by virtue of a right or title
38 accruing or happening since the commencement of the lease, by descent or deed from
39 or by devise under the last will or testament of the landlord, and if thereupon the
40 person so claiming shall forthwith appear, or upon a summons to be immediately
41 issued by the District Court and, made returnable within six days next following,
42 shall appear before the court and shall, under oath, declare that [he] THE CLAIMANT
43 believes that [he] THE CLAIMANT is entitled in manner aforesaid to the leased
44 property and shall, with two sufficient securities, enter into bond to the plaintiff, in
45 such sum as the court shall think is a proper and reasonable security to said plaintiff

1 or parties in interest, to prosecute with effect [his] THE claim at the next term of the
2 circuit court for the county, then the District Court shall forbear to give judgment for
3 restitution and costs. If the said claim shall not be prosecuted as aforesaid, the
4 District Court shall proceed to give judgment for restitution and costs and issue its
5 warrant within ten days after the end of said term of court.

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

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

23 8-402.1.

24 (b) If the court determines that the tenant breached the terms of the lease and
25 that the breach was substantial and warrants an eviction, the court shall give
26 judgment for the restitution of the possession of the premises and issue its warrant to
27 the sheriff or a constable commanding [him] THE TENANT to deliver possession to the
28 landlord in as full and ample manner as the landlord was possessed of the same at the
29 time when the lease was entered into. The court shall give judgment for costs against
30 the tenant or person in possession. Either party may appeal to the circuit court for the
31 county, within ten days from entry of the judgment. If the tenant (1) files with the
32 District Court an affidavit that the appeal is not taken for delay; (2) files sufficient
33 bond with one or more securities conditioned upon diligent prosecution of the appeal;
34 (3) pays all rent in arrears, all court costs in the case; and (4) pays all losses or
35 damages which the landlord may suffer by reason of the tenant's holding over, the
36 tenant or person in possession of the premises may retain possession until the
37 determination of the appeal. Upon application of either party, the court shall set a day
38 for the hearing of the appeal not less than five nor more than 15 days after the
39 application, and notice of the order for a hearing shall be served on the other party or
40 [his] THAT PARTY'S counsel at least five days before the hearing. If the judgment of
41 the District Court is in favor of the landlord, a warrant shall be issued by the court
42 which hears the appeal to the sheriff, who shall execute the warrant.

1 8-403.

2 If the court in any case brought pursuant to § 8-401 or § 8-402 orders an
3 adjournment of the trial for a longer period than provided for in the section under
4 which the case has been instituted, the tenant or anyone holding under [him] THE
5 TENANT shall pay all rents due and as they come due into the court exercising
6 jurisdiction in the case. However, the court may order the tenant to pay rents due and
7 as come due into an administrative agency of any county which is empowered by local
8 law to hold rents in escrow pending investigation and disposition of complaints by
9 tenants; the court also may refer that case to the administrative agency for
10 investigation and report to the court. A tenant shall pay into the court the amount of
11 rent due on or before the date to which the trial is adjourned or within seven days
12 after adjournment if the trial is adjourned more than seven days, or to the
13 administrative agency within seven days after the court has ordered the rent paid
14 into an administrative agency. If the tenant fails to pay rent due within this period, or
15 as it comes due, the court, on motion of the landlord, shall give judgment in favor of
16 the landlord and issue a warrant for possession in accordance with the provisions of §
17 8-401(c) and (d).

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