
By: **Delegate Krysiak**
Introduced and read first time: February 9, 2001
Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property - Landlord and Tenant - Repossession**

3 FOR the purpose of allowing a landlord to file a complaint with the District Court
4 when a certain lease provides the landlord may repossess the premises prior to
5 the expiration of the lease under certain circumstances; and generally relating
6 to allowing a landlord to file a complaint in order to repossess the premises prior
7 to the expiration of the lease under certain circumstances.

8 BY repealing and reenacting, with amendments,
9 Article - Real Property
10 Section 8-402.1
11 Annotated Code of Maryland
12 (1996 Replacement Volume and 2000 Supplement)

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

15 **Article - Real Property**

16 8-402.1.

17 (a) (1) (i) When [a] AN UNEXPIRED lease FOR A STATED TERM provides
18 that the landlord may repossess the premises PRIOR TO THE EXPIRATION OF THE
19 STATED TERM if the tenant breaches the lease, and the landlord has given the tenant
20 1 month's written notice that the tenant is in violation of the lease and the landlord
21 desires to repossess the premises, and if the tenant or person in actual possession
22 refuses to comply, the landlord may make complaint in writing to the District Court of
23 the county where the premises is located.

24 (ii) The court shall summons immediately the tenant or person in
25 possession to appear before the court on a day stated in the summons to show cause,
26 if any, why restitution of the possession of the leased premises should not be made to
27 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 the tenant to deliver possession to
14 the landlord in as full and ample manner as the landlord was possessed of the same
15 at the time when the lease was entered into. The court shall give judgment for costs
16 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 (i) files with the District Court an
19 affidavit that the appeal is not taken for delay; (ii) files sufficient bond with one or
20 more securities conditioned upon diligent prosecution of the appeal; (iii) pays all rent
21 in arrears, all court costs in the case; and (iv) pays all losses or damages which the
22 landlord may suffer by reason of the tenant's holding over, the tenant or person in
23 possession of the premises may retain possession until the determination of the
24 appeal. Upon application of either party, the court shall set a day for the hearing of
25 the appeal not less than five nor more than 15 days after the application, and notice
26 of the order for a hearing shall be served on the other party or that party's counsel at
27 least five days before the hearing. If the judgment of the District Court is in favor of
28 the landlord, a warrant shall be issued by the court which hears the appeal to the
29 sheriff, who shall execute the warrant.

30 (c) (1) Acceptance of any payment after notice but before eviction shall not
31 operate as a waiver of any notice of breach of lease or any judgment for possession
32 unless the parties specifically otherwise agree in writing.

33 (2) Any payment accepted shall be first applied to the rent or the
34 equivalent of rent apportioned to the date that the landlord actually recovers
35 possession of the premises, then to court costs, including court awarded damages and
36 legal fees and then to any loss of rent caused by the breach of lease.

37 (3) Any payment which is accepted in excess of the rent referred to in
38 paragraph (2) of this subsection shall not bear interest but will be returned to the
39 tenant in the same manner as security deposits as defined under § 8-203 of this title
40 but shall not be subject to the penalties of that section.

41 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
42 October 1, 2001.

