

Article - Real Property

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§8–208.1.

(a) (1) For any reason listed in paragraph (2) of this subsection, a landlord of any residential property may not:

(i) Bring or threaten to bring an action for possession against a tenant;

(ii) Arbitrarily increase the rent or decrease the services to which a tenant has been entitled; or

(iii) Terminate a periodic tenancy.

(2) A landlord may not take an action that is listed under paragraph (1) of this subsection for any of the following reasons:

(i) Because the tenant or the tenant's agent has provided written or actual notice of a good faith complaint about an alleged violation of the lease, violation of law, or condition on the leased premises that is a substantial threat to the health or safety of occupants to:

1. The landlord; or

2. Any public agency against the landlord;

(ii) Because the tenant or the tenant's agent has:

1. Filed a lawsuit against the landlord; or

2. Testified or participated in a lawsuit involving the landlord;

(iii) Because the tenant has participated in any tenants' organization; or

(iv) Solely because the tenant or another individual, including another resident, summoned the assistance of law enforcement or emergency services to the property.

(b) (1) A landlord's violation of subsection (a) of this section is a "retaliatory action".

(2) A tenant may raise a retaliatory action of a landlord:

(i) In defense to an action for possession; or

(ii) As an affirmative claim for damages resulting from a retaliatory action of a landlord occurring during a tenancy.

(c) (1) If in any proceeding the court finds in favor of the tenant because the landlord engaged in a retaliatory action, the court may enter judgment against the landlord for damages not to exceed the equivalent of 3 months' rent, reasonable attorney fees, and court costs.

(2) If in any proceeding the court finds that a tenant's assertion of a retaliatory action was in bad faith or without substantial justification, the court may enter judgment against the tenant for damages not to exceed the equivalent of 3 months' rent, reasonable attorney fees, and court costs.

(d) The relief provided under this section is conditioned on the tenant being current on the rent due and owing to the landlord at the time of the alleged retaliatory action, unless the tenant withholds rent in accordance with the lease, § 8-211 of this subtitle, or a comparable local ordinance.

(e) An action by a landlord may not be deemed to be retaliatory for purposes of this section if the alleged retaliatory action occurs more than 6 months after a tenant's action that is protected under subsection (a)(2) of this section.

(f) As long as a landlord's termination of a tenancy is not the result of a retaliatory action, nothing in this section may be interpreted to alter the landlord's or the tenant's rights to terminate or not renew a tenancy.

(g) If any county has enacted or enacts an ordinance comparable in subject matter to this section, this section shall supersede the provisions of the ordinance to the extent that the ordinance provides less protection to a tenant.

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