Article - Real Property

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§8–211.

(a) (1) The purpose of this section is to provide tenants with a mechanism for encouraging the repair of serious and dangerous defects which exist within or as part of any residential dwelling unit, or on property used in common of which the dwelling unit forms a part.

(2) The defects sought to be reached by this section are those which present a substantial and serious threat of danger to the life, health, and safety of the occupants of the dwelling unit, and not those which merely impair the aesthetic value of the premises, or which are, in those locations governed by such codes, housing code violations of a nondangerous nature.

(3) The intent of this section is not to provide a remedy for dangerous conditions in the community at large which exists apart from the leased premises or the property in common of which the leased premises forms a part.

(b) It is the public policy of the State that meaningful sanctions be imposed on a landlord that allows dangerous conditions and defects to exist in leased premises, and that an effective mechanism be established for repairing these conditions and halting their creation.

(c) (1) Except as provided in paragraph (2) of this subsection, this section applies to all residential dwelling units leased for the purpose of human habitation within the State whether they are:

(i) Publicly or privately owned; or

(ii) Single or multiple units.

(2) This section does not apply to farm tenancies.

(d) This section provides a remedy and imposes an obligation on landlords to repair and eliminate conditions and defects which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health, or safety of occupants, including:

(1) Lack of heat, light, electricity, or hot or cold running water, except where the tenant is responsible for the payment of the utilities and the lack thereof is the direct result of the tenant's failure to pay the charges;

(2) Lack of adequate sewage disposal facilities;

(3) Infestation of rodents in two or more dwelling units;

(4) The existence of any structural defect which presents a serious and substantial threat to the physical safety of the occupants; or

(5) The existence of any condition which presents a health or fire hazard to the dwelling unit.

(e) (1) This section does not apply to a landlord's failure to repair and eliminate minor defects or, in those locations governed by such codes, housing code violations of a nondangerous nature.

(2) There is a rebuttable presumption that the following conditions, when they do not present a serious and substantial threat to the life, health, and safety of the occupants, are not covered by this section:

(i) Any defect which merely reduces the aesthetic value of the leased premises, such as the lack of fresh paint, rugs, carpets, paneling, or other decorative amenities;

(ii) Small cracks in the walls, floors, or ceilings;

(iii) The absence of linoleum or tile on the floors, provided that they are otherwise safe and structurally sound; or

(iv) The absence of air conditioning.

(f) (1) In order to employ the remedies provided by this section, the tenant shall notify the landlord of the existence of the defects or conditions.

(2) Notice shall be given by:

(i) A written communication sent by certified mail listing the asserted conditions or defects;

(ii) Actual notice of the defects or conditions; or

(iii) A written violation, condemnation or other notice from an appropriate State, county, municipal, or local government agency stating the asserted conditions or defects.

(g) (1) The landlord has a reasonable time after receipt of notice in which to make the repairs or correct the conditions.

(2) The length of time deemed to be reasonable is a question of fact for the court, taking into account the severity of the defects or conditions and the danger which they present to the occupants.

(3) There is a rebuttable presumption that a period in excess of 30 days from receipt of notice is unreasonable.

(h) (1) If the landlord refuses to make the repairs or correct the conditions, or if after a reasonable time the landlord has failed to do so, the tenant may take one or both of the following actions:

(i) Bring an action of rent escrow to pay rent into court because of the asserted defects or conditions; and

(ii) Refuse to pay rent and raise the existence of the asserted defects or conditions as an affirmative defense to an action for distress for rent or to any complaint proceeding brought by the landlord to recover rent or the possession of the leased premises.

(2) (i) Multiple tenants may join as plaintiffs in an action under this section in accordance with the Maryland Rules on joinder.

(ii) The court may order separate trials or issue any other order necessary to prevent delay or avoid prejudice.

(i) (1) There is a rebuttable presumption that a tenant is entitled to the adjudication of a request for rent abatement.

(2) (i) Subject to subsection (m) of this section, there is a rebuttable presumption that a tenant is entitled to an abatement of prospective rent in an amount to be determined by the court.

(ii) A determination under this paragraph is without prejudice to a final disposition of rent that is due and unpaid to the landlord.

(3) There is a rebuttable presumption that a court order requiring rent escrow is limited to the payment of rent that is due and unpaid subsequent to the court order.

(4) A party may request that the court adjust the amount of rent that a tenant pays into court at any time.

(5) If a tenant alleges that a defect or condition exists at the leased premises at a trial for failure to pay rent, the court may grant a postponement on request of either party in order for the parties to provide evidence and additional information regarding the alleged defect or condition.

(j) (1) Whether the issue of rent escrow is raised affirmatively or defensively, the tenant may request one or more of the forms of relief set forth in this section.

(2) In addition to any other relief sought, if within 90 days after the court finds that the conditions complained of by the tenant exist and the landlord has not made the repairs or corrected the conditions complained of, the tenant may file a petition of injunction in the District Court requesting the court to order the landlord to make the repairs or correct the conditions.

(k) Relief under this section is conditioned on:

(1) Giving proper notice, and where appropriate, the opportunity to correct, as described in subsection (g) of this section;

(2) Payment by the tenant of the amount of rent required by the lease into the court, unless this amount is modified by the court as provided in subsection (i) or (m) of this section;

(3) In the case of tenancies measured by a period of 1 month or more, the court having not entered against the tenant three prior judgments of possession for rent due and unpaid in the 12–month period immediately prior to the initiation of the action by the tenant or by the landlord; and

(4) In the case of periodic tenancies measured by the weekly payment of rent, the court having not entered against the tenant more than five judgments of possession for rent due and unpaid in the 12–month period immediately prior to the initiation of the action by the tenant or by the landlord, or, if the tenant has lived on the premises 6 months or less, the court having not entered against the tenant three judgments of possession for rent due and unpaid.

(l) It is a sufficient defense to the allegations of the tenant that the tenant, the tenant's family, agent, employees, or assignees or social guests have caused the asserted defects or conditions, or that the landlord or the landlord's agents were denied reasonable and appropriate entry for the purpose of correcting or repairing the asserted conditions or defects.

(m) The court shall make appropriate findings of fact and make any order that the justice of the case may require, including any one or a combination of the following:

(1) Order the termination of the lease and return of the leased premises to the landlord, subject to the tenant's right of redemption;

(2) Order that the action for rent escrow be dismissed;

(3) Order that the amount of rent required by the lease, whether paid into court or to the landlord, be abated and reduced in an amount determined by the court to be fair and equitable to represent the existence of the conditions or defects found by the court to exist; or

(4) Order the landlord to make the repairs or correct the conditions complained of by the tenant and found by the court to exist.

(n) (1) After rent escrow has been established, the court:

(i) Shall, after a hearing, if so ordered by the court or one is requested by the landlord, order that the money in the escrow account be disbursed to the landlord after the necessary repairs have been made;

(ii) May, after an appropriate hearing, order that some or all money in the escrow account be paid to the landlord or the landlord's agent, the tenant or the tenant's agent, or any other appropriate person or agency for the purpose of making the necessary repairs of the dangerous conditions or defects;

(iii) May, after a hearing if one is requested by the landlord, appoint a special administrator who shall cause the repairs to be made, and who shall apply to the court to pay for them out of the money in the escrow account;

(iv) May, after an appropriate hearing, order that some or all money in the escrow account be disbursed to pay any mortgage or deed of trust on the property in order to stay a foreclosure;

(v) May, after a hearing, if one is requested by the tenant, order, if no repairs are made or if no good faith effort to repair is made within 6 months of the initial decision to place money in the escrow account, that the money in the escrow account be disbursed to the tenant that has paid into escrow; or

(vi) May, after an appropriate hearing, order that the money in the escrow account be disbursed to the landlord if the tenant does not regularly pay, into that account, the rent owed.

(2) An order issued under paragraph (1)(v) of this subsection:

(i) Does not affect the right of a tenant to pay rent into court; and

(ii) May be stayed on appeal by the landlord.

(o) If a court orders any relief to a tenant who brings an action under this section, the tenant may recover:

(1) Reasonable attorney's fees and costs; and

(2) Reasonable expenses related to litigation.

(p) If a court finds that a complaint filed by a tenant under this section is in bad faith or without substantial justification, the court may enter a judgment in favor of the landlord for:

(1) Reasonable attorney's fees and costs; and

(2) Expenses related to litigation.

(q) Except as provided in § 8–211.1(e) of this subtitle, this section shall supersede any local law or ordinance comparable in subject matter to this section except to the extent that the local law or ordinance provides broader applicability or more protections for tenants than this section.

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