

## Article - Real Property

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§8–212.

(a) In this section, “fit for human habitation” means that a dwelling unit and property of which the dwelling unit is a part are free from serious defects or conditions that constitute, or will constitute if not promptly corrected, a fire hazard or other serious and substantial threat to the life, health, or safety of occupants of the dwelling unit.

(b) This section applies to landlords, tenants, and residential dwelling units that are subject to § 8–211 of this subtitle.

(c) A landlord that offers a residential dwelling unit for rent, whether by written or oral lease agreement, shall be deemed to warrant that the dwelling unit is fit for human habitation.

(d) The warranty of habitability under this section exists at the beginning of the tenancy and continues throughout the term of the tenancy.

(e) Relief for breach of the warranty of habitability under this section may not be conditioned on payment by the tenant of rent into escrow with the court.

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

(ii) Notice shall be given by:

1. A written communication sent by certified mail listing the asserted defects or conditions;

2. Actual notice of the defects or conditions; or

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

(2) Within a reasonable period of time after receipt of notice under paragraph (1) of this subsection, the landlord shall make the repairs or correct the conditions in accordance with § 8–211(g) of this subtitle.

(g) (1) If a landlord breaches the warranty of habitability under this section and 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:

(i) Bring an action for damages and the abatement of rent against the landlord; and

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

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

(3) The remedies under this subsection are in addition to any other remedies provided by law.

(h) It is a defense to a claim under this section that:

(1) The tenant, the tenant's family, agent, employees, assignees, or social guests caused the asserted defects or conditions; or

(2) 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.

(i) The court shall make appropriate findings of fact and issue any order that the justice of the case may require, including ordering any of the following:

(1) An award of actual damages;

(2) An abatement of rent due and unpaid; or

(3) The termination of the lease, return of any unused portion of a security deposit to the tenant, and relocation expenses for a tenant.

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

(1) Attorney's fees and costs; and

(2) Expenses related to litigation.

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

- (1) Reasonable attorney's fees and costs; and
- (2) Expenses related to litigation.

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