



LANDLORDS AND TENANTS IN THE DISTRICT COURT OF MARYLAND

(Sections 8-118, 8-211, and 8-401 of the Real Property
Article, Maryland Annotated Code)

LANDLORDS AND RENT CASES

WHEN CAN A SUIT FOR FAILURE TO PAY RENT BE FILED?

Whenever a tenant has failed to pay rent which is due and payable under a verbal or written lease, the landlord can file suit to repossess the rented premises.

HOW IS A SUIT FOR FAILURE TO PAY RENT FILED?

The landlord must obtain and complete the form "Failure to Pay Rent: Landlord's Complaint for Repossession of Rented Property." This form is available at District Court locations for landlords needing one or two forms only; larger quantities must be purchased from District Court Headquarters. When the completed form is filed at the court, costs must be paid. (Additional fees may be required for personal service.)

WHAT REMEDIES MAY THE LANDLORD REQUEST?

A landlord filing suit for failure to pay rent may request an order for repossession of the premises only or may request repossession of the premises and a money judgment for the amount of rent due plus late fees, court costs, and attorney's fees. A money judgment may be considered only if the defendant appears in court or has been personally served with the Failure to Pay Rent form. There is an additional cost for each defendant for personal service of the form by the sheriff or constable.

WHEN WILL THE TRIAL BE SCHEDULED?

The trial cannot be scheduled until at least the fifth day after the Failure to Pay Rent form is filed. If the fifth day falls on a weekend or holiday, the trial **may** be scheduled on the first day after the weekend or holiday, or the next scheduled day for Landlord/Tenant actions.

On the day of the trial, the judge may postpone the trial for one day to allow either the landlord or the tenant to obtain necessary witnesses. If both the landlord and the tenant agree, the trial may be postponed for more than one day.

HOW IS THE TENANT NOTIFIED OF THE SUIT?

A copy of the Failure to Pay Rent form is mailed to the tenant.

If personal service has been requested, the sheriff or constable makes several attempts to find the tenant at the rented premises and personally deliver a second copy of the Failure to Pay Rent form.

If personal service has not been requested, the sheriff or constable posts the form in a conspicuous place on the rented premises (usually on the door).

The trial date and time are shown in the upper right-hand corner of the Failure to Pay Rent form.

WHAT HAPPENS AT THE TRIAL?

- **If neither the landlord nor the tenant appears** for trial, the suit is dismissed.
- **If the tenant appears but the landlord does not**, a judgment may be entered in favor of the tenant.
- **If the landlord appears but the tenant does not**, a judgment may be entered in favor of the landlord. Unless the defendant has been personally served with the Failure to Pay Rent form, the judgment will be for repossession of the premises only.
- **If both the landlord and the tenant appear**, the court may enter a judgment in favor of either party. If the judgment is in favor of the landlord, the court may award repossession of the premises and/or it may award the landlord a money judgment in the amount of the rent due and the costs of the suit.

DOES EITHER PARTY HAVE THE RIGHT TO A JURY TRIAL?

If the amount claimed by the landlord is more than \$10,000, or the interest of the tenant in the lease is more than \$10,000, either the landlord or the tenant may request a jury trial. Any request by the landlord must be made in writing and must be filed with the Failure to Pay Rent form at the beginning of the suit. Any request by the tenant must be made in writing and must be filed either before or at the time of the District Court trial. If either party requests a jury trial, the case is transferred to the Circuit Court.

When a suit for failure to pay rent is transferred to the Circuit Court, the tenant is required to pay all rents as they come due before trial, into an escrow account at the Circuit Court or to the landlord. At the conclusion of the suit, the Circuit Court will decide who is entitled to the money in this account. **IF THE TENANT FAILS TO PAY THE REQUIRED AMOUNT INTO THE ESCROW ACCOUNT, THE LANDLORD MAY ASK THE COURT TO ENTER A JUDGMENT IN HIS (THE LANDLORD'S) FAVOR AND TO ISSUE A WARRANT FOR THE EVICTION OF THE TENANT**

HOW CAN A JUDGMENT IN FAVOR OF THE LANDLORD BE ENFORCED?

If the landlord has obtained a judgment for repossession of the premises, and if the tenant does not pay the amount determined to be due within four business days after the trial, the landlord may request that the court issue a warrant for the eviction of the tenant. (The landlord should complete a "Petition for Warrant of Restitution"; costs must be paid.)

Any judgment for repossession of the premises is enforceable for 60 days after the date of the judgment; after 60 days no warrant for eviction can be issued.

If the landlord has obtained a money judgment, he/she may have the judgment recorded and may seek to have the judgment satisfied by any of the means available in the District Court. A brochure which explains post-judgment procedures is available in the civil clerk's office.

DOES EITHER PARTY HAVE THE RIGHT TO APPEAL THE DECISION OF THE JUDGE?

The tenant or the landlord may appeal from the judgment of the District Court to the circuit court within four business days from the date of the judge's decision. (Any Saturday, Sunday, or any legal holiday is not counted as part of the four day time period.) This may be accomplished by filing an Order for Appeal and the required appeal costs with the clerk of the District Court where the case was heard. A bond is required to stay execution of judgment until the appeal is heard in the circuit court.

The appeal, nor the bond, stay the payment of future rent. The landlord can file another claim for unpaid rent that becomes due after the appeal has been filed.

TENANTS AND RENT CASES

CAN THE TENANT BE EVICTED EVEN IF HE/SHE PAYS HIS/HER RENT?

Not usually. **In most cases the tenant cannot be evicted if he/she pays the amount the court decided was due, plus court costs, at any time before the eviction.** It must be paid to the landlord in cash, certified check or money order.

But certain tenants may be evicted even if they pay the amount due. In most jurisdictions, the landlord may ask for an order without the right of redemption if a tenant has had three (3) judgments of possession (In Baltimore City, need four (4) judgments prior to the current suit) against him/her during the twelve (12) months before the filing of the current suit. The landlord must provide the Court with a list of case numbers and judgment dates. If the right of redemption is granted by the judge then the tenant may be evicted even if he/she pays the rent due.

IS THE TENANT NOTIFIED WHEN AN EVICTION HAS BEEN ORDERED?

When the Warrant of Restitution (Eviction) is issued, the tenant is mailed a copy. **This is the tenant's only notice that an eviction has been ordered.** The eviction can take place at any time after the warrant is issued, but not on a Sunday or holiday.

IF THE TENANT IS EVICTED, WHAT HAPPENS TO HIS/HER HOUSEHOLD GOODS?

This depends on local law and custom. Usually, the goods are removed from the property. Once the goods are moved from the property, the tenant is responsible for their safety.

TENANT COMPLAINTS

CAN ASSISTANCE BE OBTAINED BY A TENANT WHO CANNOT PAY?

Any tenant who cannot pay past due rent should talk to his/her landlord and attempt to work out a reasonable schedule of payments.

Local and State government agencies may also be able to help. Contact your local Department of Social Services for information on such agencies.

CAN ASSISTANCE BE OBTAINED BY A TENANT IN A BUILDING WITH DANGEROUS DEFECTS?

Maryland law imposes an obligation upon 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 tenants. Such conditions and defects include, but are not limited to, the following:

- Lack of heat, light, electricity, or hot or cold running water, except where the loss of the utilities is the direct result of the tenant's failure to pay the charges;
- Lack of adequate sewage disposal facilities.
- Rodent infestation in two or more dwellings;
- Lead paint within a dwelling unit;
- Any structural defect which presents a serious and substantial threat to the physical safety of the occupants;

Any condition which presents a health or fire hazard.

A tenant occupying a dwelling with a dangerous condition or defect must see that the landlord is notified of the condition or defect and given a reasonable period of time in which to correct it. The landlord must be notified by:

- (1) actual notice; OR
- (2) certified mail; OR
- (3) a violation, condemnation or other notice from a State or other government agency.

If the condition or defect is not corrected within a reasonable period of time (any period over a month is considered unreasonable unless proven otherwise), the tenant in most counties may file an action of **RENT ESCROW** in the District Court*. If the tenant proves the existence of the dangerous condition or defect, the judge may order all rent to be paid into an escrow account. The money is then held by the court until the condition or defect is corrected. The judge may also order the amount of rent reduced because of the defects in the dwelling. NOTE, however, that relief under the rent escrow law is subject to the following conditions:

(1) **Baltimore City**

(a) A tenant is not eligible for instituting rent escrow action if six (6) or more judgments of possession have been entered against him/her during the year preceding the initiation of the action.

(b) A tenant who has lived on the premises for only **six (6) months or less** is not eligible for instituting rent escrow action if more than three (3) judgments of possession have been entered against him/her during the tenancy.

(2) **In the Counties**

(a) Rent on **Monthly Basis**: A tenant is not eligible for instituting rent escrow action if four (4) or more judgments of possession have been entered against him/her during the preceding **12-month period** of tenancy.

(b) Rent on **Weekly Basis**: A tenant is not eligible for instituting rent escrow action if six (6) or more judgments of possession have been entered against him/her during the preceding **12-month period** of tenancy.

A tenant who has lived on the premises for only **six (6) months** or less is not eligible for instituting rent escrow action if three (3) judgments of possession have been entered against him/her during those months of tenancy.

The rent escrow form is available in the District Court civil clerk's office. The existence of dangerous conditions or defects may be raised as a defense if a landlord has filed suit for failure to pay rent.

TENANTS REFUSING TO VACATE

WHAT ACTION CAN A LANDLORD TAKE AGAINST A TENANT HOLDING OVER?

Before any action in court, the landlord must have already notified the tenant in writing of a wish to repossess the premises. That notice must have been within one of the following time frames:

- Week-to-week tenancies: A week's notice.
- Leases of indefinite time: Month's notice prior to repossession.
- Year-to-year leases: Three month's notice.
- In Baltimore City: Sixty days notice is required, including when the lease is month-to-month.

At court the landlord files a Complaint and Summons Against a Tenant Holding Over form along with a copy of the notice sent before the holding over problem began.

In this action, the landlord may claim restitution of premises alone or, further, may also sue for damages.

At trial, if the court finds in favor of the landlord the warrant for eviction may issue immediately without the required waiting period.

TENANTS BREACHING LEASE

WHAT RECOURSE FOR LANDLORD IN BREACH OF LEASE?

Before any action in court, the landlord must have already notified the tenant of the violation of their lease agreement and of a wish to repossess the premises. The notice should make clear that the tenant has 30 days to quit the premises. If the tenant does not comply with the landlord's request in that time, then court action may be taken.

At court, the landlord files a Complaint and Summons Against Tenant in Breach of Lease form along with a copy of the notice sent at least 30 days prior. If a money judgment is sought, the landlord should file a separate complaint.

At trial, if the court finds in favor of the landlord the warrant for eviction may issue immediately without the required waiting period.

Information contained in this brochure is subject to unscheduled and unannounced revisions. Any reproduction of this material must be authorized by the Office of the Chief Clerk of the District Court of Maryland.

DC/CV 82 BR (Rev. 11/99)