



# Landlords AND Tenants

**Tips on Avoiding Disputes**

**MARYLAND ATTORNEY GENERAL'S OFFICE  
Consumer Protection Division**

## From the Attorney General's Office

### Dear Consumer:

A good relationship between you and your landlord will determine the success of your rental experience. Renting always requires some kind of rental agreement between the landlord and the tenant. It is important that you understand commitments made in these contracts so that misunderstandings can be avoided.

The Consumer Protection Division receives many inquiries about rental concerns. This booklet provides you with information about Maryland landlord/tenant laws. It covers topics dealing with applications, leases, security deposits, rent escrow, lead paint hazards, eviction, and where to seek help if problems arise.

The booklet is part of our continuing effort to keep consumers well informed. We hope it will help renters to understand their rights and obligations as well as the remedies that are available under Maryland law.

In reviewing this booklet, keep in mind that many Maryland counties and Baltimore City have different landlord/tenant laws that may provide additional protections or require that you follow different procedures.

Douglas F. Gansler  
Maryland Attorney General



# Landlords AND Tenants

## Tips on Avoiding Disputes

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## Application Fees

*Q. Renee applied for an apartment and paid a \$25 application fee. The next day she found another apartment she liked better. She asked the first landlord if he would refund her application fee, but he said the fee was nonrefundable. Did the landlord have the right to keep the fee?*

**A: Yes. A landlord may keep an application fee of \$25 or less.**

If a landlord rents five or more units at one location, the lease application must explain what your obligations and rights are if an application fee is taken.

An application fee is any fee other than a security deposit paid to a landlord before a lease is signed. You should never sign a lease until your application has been accepted.

Landlords use application fees to cover the costs of processing an application, such as running a credit check. A landlord is entitled to keep an application fee of \$25 or less. If the fee is more than \$25, the landlord must refund any amount that was not actually used to process your application. The excess amount must be returned to you within 15 days after you've moved in or after you or the landlord has given written notification that the rental won't take place.

If the landlord withholds more than \$25 of an application fee from you, you should ask the landlord to provide a written explanation of exactly what expenses were incurred, and what the cost of each item was. If you are not satisfied with the explanation, you may want to pursue the matter further.

If, at the time you fill out an application, a landlord asks for money to hold an apartment, it may not be clear to you that you are being asked for a security deposit. It is not wise to pay a security deposit until your application has been accepted and you are signing a lease. Before you pay any money, you should confirm with the landlord whether it will be refunded if you decide not to rent or if the landlord decides not to rent to you. Ask the landlord to write that information on a receipt. This could save you from having to fight to get the money refunded later.

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## Leases

***Q. Larry made an oral agreement with a landlord that he would rent an apartment on a month-to-month basis for \$600 a month, that he would pay the utilities, and move in on the 15<sup>th</sup> of the following month. Is this a legal contract?***

***A. Yes. Oral leases are legal for lease terms of less than one year. However, a written lease is strongly recommended to help landlords and tenants avoid disputes.***

A landlord is required to use a written lease if the tenancy is going to be for a year or longer, or if the landlord owns five or more rental units in the state. Otherwise the landlord and tenant may orally agree on what the rent and other terms of the rental will be. If you enter into such an oral contract, it is very important that you know your and your landlord's legal rights and responsibilities. You should also have a clear understanding with your landlord about all terms in the agreement. However, it would be to your advantage to clarify things by having your agreement with the landlord in a written lease.

Many landlords use a standard lease for all their tenants. However, there is nothing to prevent you from negotiating your own terms with the landlord. Additional terms can be written on the agreement, and terms that are unacceptable to you can be crossed out. Of course the landlord has to agree to these terms as well. Be sure that all changes are dated and initialed by both you and the landlord.

Maryland law requires that a landlord who offers five or more dwelling units for rent in Maryland must include in each lease a statement that the premises will be available in a reasonably safe, habitable condition; or, if that is not the agreement, a statement concerning the condition of the premises. The lease must also specify the landlord's and the tenant's obligations as to heat, gas, electricity, water, and repair of the premises.

A lease may not contain any provision that denies rights granted to tenants under Maryland law. The lease may not:

- authorize a confessed judgment, whereby you waive all rights to defend yourself;
- impose a late rent penalty higher than 5 percent of the amount owed;

- impose a late rent penalty higher than \$3 a week where rent is paid weekly (not to exceed \$12 a month);
- give the landlord the right to evict or take any of your personal possessions without a court judgment;
- provide for less than 30 days' notice to terminate your lease.

### Advance Copy of the Lease

If you request it in writing, a landlord must give you a copy of a lease before you decide whether to rent. It must include all terms agreed upon, complete in every detail, but it does not have to state your name and address, the date you are moving in, or identification and rental rate of your unit.

It is a very good idea to get a copy of the lease to read in advance. Before you sign a lease, you should be aware of all the terms it includes, including when rent is due, late fees, procedures for giving notice at the end of the lease, automatic renewal provisions and return of the security deposit. You should also read and make sure you can live with the rules regarding pets, parking, storage areas, noise, requirements to cover floors with carpeting, trash, maximum number of occupants, and moveout procedures.

### Rent Receipts

**A** landlord is required to give a tenant a receipt for a rent payment if the tenant makes the payment in cash or if the tenant requests a receipt. (In Anne Arundel County, a landlord is required to give a receipt unless the payment is by check or unless the tenant rents the property for commercial or business purposes.)



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## Security Deposits

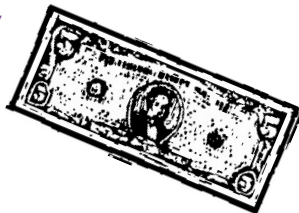
A security deposit is any money paid by a tenant to a landlord that protects the landlord against damage to the rented property, failure to pay rent, or expenses incurred due to a breach of the lease.

- The security deposit may not be more than two months' rent. If you are overcharged, you have the right to recover up to three times the extra amount charged, plus reasonable attorney's fees.
- You must receive a receipt for the security deposit. The receipt can be included in the written lease. There is a \$25 penalty if the landlord fails to give you a receipt.
- The receipt or lease should tell you of your right to receive from the landlord a written list of all existing damages in the rental property, if you make a written request for it within 15 days of taking occupancy. If a list of the existing damages is not provided, the landlord may be liable for three times the security deposit, less any damages or unpaid rent.
- The landlord must put the security deposit in an escrow account. When returning security deposits of \$50 or more, the landlord must include simple interest of 3 percent per year, accrued at six-month intervals from the date the security deposit was paid. A landlord must pay 4 percent on deposits held before Oct. 1, 2004 and 3 percent for periods after Oct. 1, 2004.

## Return of the Security Deposit

Security deposit disputes often involve misunderstandings about when the landlord is entitled to keep the security deposit, and disagreements about whether the tenant caused damage to the rental unit.

***Q. Benny broke his lease when he bought a house. The landlord was able to rent to a new tenant three days after Benny moved out. However, he said he was keeping Benny's security deposit because Benny had broken the lease. Was the landlord entitled to keep the money?***



**A. No, not the entire amount. A landlord may only withhold from the security deposit an amount equal to actual damages suffered. The landlord didn't incur any expenses in re-renting, and there was no damage to the apartment, so his only loss was the three days of lost rent.**

**Q. Carrie lived in an apartment for five years. When she moved out, the landlord kept her security deposit to repaint the apartment and replace the living room carpet. Was the landlord entitled to keep the money?**

**A. No. Unless Carrie damaged the carpet or the walls beyond ordinary wear, the landlord could not keep any money from the security deposit. A landlord may not keep a tenant's security deposit to pay for touch ups & replacements needed due to normal wear and tear.**

The landlord must return a tenant's security deposit plus interest, less any damages rightfully withheld, within 45 days after the tenancy ends. If the landlord fails to do this without a good reason, you may sue for up to three times the withheld amount, plus reasonable attorney's fees.

If the landlord withholds any part of your security deposit, he or she must send you a written list of damages, with a statement of what it actually cost to repair the damages, by first-class mail to your last known address within 45 days after you move out. If the landlord fails to do this, he or she loses the right to withhold any part of the security deposit.

You have the right to be present when the landlord inspects your rental unit for damages at the end of your lease, if you notify the landlord by certified mail, at least 15 days prior to moving, of your intention to move, the date of moving, and your new address. The landlord must then notify you by certified mail of the time and date of the inspection. The inspection must be held within five days before or five days after your move-out date. The landlord must disclose these rights to you *in writing* at the time you pay the security deposit. If the landlord does not, he or she forfeits the right to withhold any part of the security deposit for damages.

Your rights and duties are different if you have been evicted for



breach of the lease, or have left the rented property before the lease expired. Under these circumstances, in order for you to receive the security deposit plus interest, you must send a written notice to the landlord by first class mail within 45 days of being evicted or leaving the property. This notice must advise the landlord of your new address and request the return of your deposit. Once the written request is received, the landlord must then take certain steps.

- A list of damages to the rental unit and costs incurred to repair them must be sent to you by first-class mail within 45 days. If the landlord fails to send you a list of damages, the right to withhold the security deposit is forfeited.
- The security deposit, plus interest, but less any damages rightfully withheld, must be returned within 45 days of your notice. If the landlord fails to return the security deposit, you have the right to sue for up to three times the deposit, plus reasonable attorney's fees.

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## Rental Property Surety Bonds

**Q. Harold paid a \$200 premium for a surety bond when he moved into his apartment. After he moved out, the landlord performed an inspection of his unit and sent a letter stating that Harold owed \$150 for damage done to the bathroom and requested payment for the damages. Is Harold still responsible to pay for these damages even though he paid for a surety bond?**

**A. Yes. When renting an apartment, a landlord may accept a surety bond as an alternative to the tenant providing a security deposit. While both protect the landlord against damage to the rented property, failure to pay rent, or expenses incurred due to a breach of lease, there are underlying differences.**

A surety bond is a bond that is purchased by a tenant to protect a landlord from damages to the rental premises in excess of ordinary wear and tear, lost rent, or damages due to breach of lease. Harold may choose to pay the landlord directly for the damage or have the damages paid from the surety bond. However, if the damages are paid from the surety bond, Harold will eventually be asked to reimburse the surety for the amount it paid the landlord.

***You cannot be required to purchase a surety bond and, instead, can give your landlord a security deposit.*** The amount of the surety bond cannot on its own, or combined with any security deposit, exceed two months rent.

Tenants who purchase surety bonds receive many of the same protections they have when they pay a security deposit. For example, tenants who purchase surety bonds have the right to: inspect the rental premises with their landlord before and after they occupy the property, receive a list of damages the landlord claims that the tenant is responsible for, and receive a receipt explaining their rights when they are asked to purchase a surety bond.

However, there are major differences between a security deposit and surety bond. Surety bonds do not relieve the tenant from having to pay for such damages at the end of the tenancy. ***Unlike a security deposit, the premium paid for a surety bond is not refundable at the end of the tenancy and the amount the tenant paid for the surety bond premium is not credited toward the payment of any damages.***

### **“Damage” or Normal Wear and Tear?**

This is often the point on which landlords and tenants disagree. Unfortunately there are no hard and fast rules that fit every situation. However, common sense suggests that carpeting will need to be replaced periodically, and walls will need repainting, due to normal wear and tear. A landlord must expect to bear these costs as part of doing business. If, however, a tenant scorched a large area of the carpeting, or dragged an appliance over it and ripped it, that could reasonably be considered damage. Leaving small holes from picture hooks in the wall would be wear and tear, while knocking a hole in the wall that would require drywall or plaster repair could be damage.

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### **Right To Take Possession At Beginning Of Lease**

***Q. Zack was supposed to move into his new apartment on March 1<sup>st</sup>. However, the previous tenant did not move out on time and the landlord said the apartment would not be ready until the 6th. What could Zack do?***

***A: Zack had the right to cancel his lease and get back any prepaid rent or security deposit he had paid to the landlord. If he chose to wait for the apartment, he could find temporary lodging, put his furniture into storage, and have the landlord pay for those expenses as well as additional moving expenses. He would not owe rent for the days he was not able to occupy the apartment.***

If a landlord fails to allow you to take possession of your rental unit at the beginning of your lease, you have the right to cancel the lease with a written notice to the landlord. Also, the landlord is liable to you for any damages you suffer as a result of not being able to move in at the beginning of the lease, whether or not you decide to cancel the lease. Unfortunately, while the landlord may be legally responsible for the your expenses in this situation, it may not be easy to obtain payment. You may have to take the landlord to court and then undertake collection efforts.

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## Lease Renewals

***Q. Linda knew she had to give her landlord 30 days' notice before moving out. Six weeks before the end of her lease, Linda told a rental office employee that she would move out at the end of the lease. Later, the rental office notified her that her lease had automatically renewed, because she hadn't given the notice in writing, as required by the lease. Was the landlord allowed to do this?***

***A: Yes. To protect yourself, always give the landlord notice of your intention to move out IN WRITING, and keep a copy for yourself.***

Many leases contain a provision that allows the lease to automatically renew for another term, or to renew on a month-to-month basis, unless either the landlord or the tenant gives prior notice that they will not renew. Note how many days' notice you will have to give the landlord if you do not wish to renew the lease. If you fail to give this notice in time, you could find your lease automatically renewed.



You should give the notice in writing and be sure that the landlord receives it on time. Send the notice by certified mail if you want to have proof that it was received on time.

An automatic renewal provision in a lease must provide a space for the tenant to give written acknowledgment agreeing to the provision. If the landlord cannot show your signature, initials or witnessed mark acknowledging that provision, the landlord cannot enforce an automatic renewal of the lease.

Other leases do not have automatic renewal provisions, so you must sign a new lease if you wish to continue renting.

### Rent Increases or Other Changes in Terms

If you wish to continue renting, be sure you know whether any of the terms of the lease will change. If your lease has an automatic renewal clause, the landlord must notify you of a rent increase or any other change with enough notice for you to decide whether you want to renew or not. If your lease does not automatically renew, be sure to thoroughly read the new lease you will sign. It is a new contract between you and the landlord and any of the terms may be different from the terms in your original lease.

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### Breaking A Lease

***Q. Janet notified her landlord that she had to break her lease, as she was getting married. The landlord said she would be responsible for the rent for the remaining four months of the lease if he did not find a new tenant. Was the landlord correct?***

**A. Yes.**

**A** lease obligates you to pay rent through the end of the lease. If you break your lease, the landlord can hold you responsible for the rent due through the remainder of the lease. However, a landlord is required to make a reasonable effort to re-rent the apartment to limit losses. If the landlord is able to re-rent the unit, you are only responsible for the rent until the date the new tenant moves in.

However, a landlord with multiple vacant units is not required to put a new tenant into the unit you have vacated. Also, a landlord can hold you responsible for costs of re-renting, such as advertising for a new tenant.

Some written leases have a clause that allows the tenant to cancel the lease with a certain amount of notice, and perhaps the payment of a fee, such as two month's rent. Some other leases contain a clause that allows a tenant to cancel the lease if the tenant is transferred by an employer to a location a certain number of miles away. Under Maryland law, military personnel who have received orders for a permanent change of station (or temporary duty for more than three months) may end a lease with proper notice.

It's wise to think ahead before signing a long-term lease. If you anticipate buying a house, getting married or having to move for some other reason in the near future, ask the landlord to give you a six-month lease or a month-to-month lease. If you anticipate a job transfer, ask the landlord to add a job transfer clause to the contract that would allow you to end the lease early, with appropriate notice.

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## Rent Escrow: When The Landlord Fails To Make Repairs

***Q. During the winter months there was very little heat in Sally's apartment. After calling the landlord several times about the problem, she sent a written complaint that was ignored. Sally then reported this condition to the city housing inspector, who issued a notice of violation to the landlord. Can Sally stop paying rent until the landlord fixes the problem?***

***A. No, if she stopped paying rent the landlord could evict her. However, Sally has the right to have adequate heat in her apartment. By following certain steps, she can deposit her rent money into an escrow account established at the district court instead of paying rent to her landlord.***

Under Maryland law, if a landlord fails to repair serious or dangerous defects in a rental unit, you have the right to pay your rent into an escrow account established at the local district court. But the law is very specific about the conditions under which rent may be placed in escrow. You must give the landlord proper notice and adequate time to make the repairs before you have the right to place rent in escrow. The escrow account can only be set up by the court.

The serious or dangerous conditions include, but are not limited to:

- Lack of heat, light, electricity or water, unless you are responsible for the utilities and the utilities were shut off because you didn't pay the bill.
- Lack of adequate sewage disposal; rodent infestation in two or more units.
- Lead paint hazards that the landlord has failed to reduce.
- The existence of any structural defect that presents a serious threat to your physical safety.
- The existence of any condition that presents a serious fire or health hazard.

Rent escrow is not provided for defects that just make the apartment or home less attractive or comfortable, such as small cracks in the floors, walls or ceiling.

In order to withhold rent for conditions that constitute a threat to life, health or safety you must notify the landlord by certified mail, or the landlord must receive notice of the violations from an appropriate government agency such as the local housing department.

The landlord then has a reasonable amount of time after receipt of the notice in which to correct the conditions. If the landlord fails to do this, you may go to court to file a rent escrow action asking to pay the rent to the court.

Before an escrow account can be established, the court will hold a hearing to listen to both sides of the story. If the facts call for a rent escrow account to be set up, the judge can take several actions, in-



cluding returning all or part of the money to you as compensation, returning all or part of the money to you or the landlord in order to make repairs, or appointing a special administrator to ensure that the repairs are made. Once the escrow account is established, you must continue to regularly pay rent into this account.

Baltimore City has a rent escrow law that is very similar to the state law. Therefore, Baltimore residents must exercise their rent escrow rights under city law. If you reside in a county where such a rent escrow law has been adopted, you must follow procedures required in the local law for setting up an escrow account.

You also may withhold rent without establishing an escrow account, but you still must notify the landlord by certified mail of the problems in the unit and of your refusal to pay the rent. However, the landlord could take you to court and try to evict you. You then may defend yourself by telling the court your reasons for withholding rent. If the court agrees that the condition of your home or apartment poses a serious threat to your life, health or safety, you will be required at that time to put your rent payments into an escrow account until the dispute is resolved.

### **Besides rent escrow, what else can a tenant do if a landlord does not make repairs?**

One thing a tenant can do is to report the landlord to local authorities. Under a law that was passed by the Maryland General Assembly in 1986, every county in the state must adopt a housing code that meets minimum statewide standards. Some counties and Baltimore City already have comprehensive housing and building codes that are enforced by local authorities. The local authorities will investigate your complaints and, if the landlord is cited for violations, repairs will have to be made.



## Landlord Retaliation Against Tenants

*Q. Julie and two other tenants in her apartment complex circulated a petition to form a tenants' group to deal with the landlord's failure to make repairs. The landlord's nephew, who is also a tenant in the complex, reported this activity to the landlord. Julie was notified by the landlord that her rent would increase by \$100 a month. Does Julie have to pay the higher rent or face eviction?*



**A. No.**

A landlord cannot evict you, increase your rent, or fail to provide services because you organize or join a tenant's organization. Nor could the landlord take any of these actions if you had complained to him, filed a complaint against him with the housing inspection department or other agency, or filed a lawsuit. However, you would have to prove that retaliation was the only reason for the landlord's action.

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## Lead-based Paint Hazards

*Q. Carl and Sandra rented an older rowhome. Because they had young children, they asked the landlord if the home had lead paint. The landlord said she had recently painted the walls and woodwork and there was no chipping paint, so they didn't need to worry. Should Carl and Sandra be satisfied with that answer?*

**A. No. At the very least, both federal and Maryland law requires a landlord renting an older home (built before 1978 for federal law, before 1950 for Maryland law) to give a tenant a specific pamphlet about lead paint hazards. More importantly, Maryland law requires landlords renting homes built before 1950 to give the tenant a Risk Reduction Certificate proving the property has had lead risk reduction measures taken.**



Lead-based paint found in older homes is extremely dangerous to young children and pregnant women. Lead poisoning can cause learning disabilities, hearing loss, attention deficit disorder, loss of IQ, speech development delays, hyperactivity, and aggressive behavior in children. In pregnant women, it can cause abnormal fetal development and miscarriage.

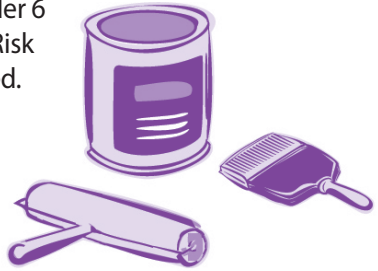
### What Maryland Law Provides:

A landlord renting a property built before 1950 in Maryland must meet three requirements before renting a property to you:

- register the property and pay a \$10 fee annually to the Maryland Department of the Environment,
- give you the pamphlets “Lead Poisoning Prevention: Notice of Tenant’s Rights” and “Protect Your Family From Lead in Your Home,” and
- perform Full Risk Reduction Measures (lead hazard treatments) in the property and get a Risk Reduction Certificate, and give you a copy of the certificate before you move in.

If a tenant sends a written “Notice of Defect” to a landlord that there is chipping, peeling paint or a child with elevated blood lead level in the property, the landlord must respond by performing Modified Risk Reduction Measures within 30 days after receiving the notice. Pregnant women and children under 6 years old must not be in the house while Risk Reduction Treatments are being performed.

If you are required to leave your house for more than 24 hours while treatments are performed, the property owner must pay for reasonable expenses for overnight housing and meals for your family to stay in temporary lead-safe housing.



It is illegal in Maryland for a landlord to retaliate and evict a tenant primarily because the tenant or a housing inspector sends a notice to the landlord informing him or her that there are lead hazards in the property or that there is a child with an elevated blood lead level in the property.

## Requirements of Federal Law:

Federal law (Title X - The Federal Residential Lead-Based Paint Hazard Reduction Act of 1992) requires that a landlord renting a property built before 1978 disclose any known lead-based paint hazards on the property to the tenant before the lease is final. The landlord must also give the tenant a "Protect Your Family From Lead in Your Home" pamphlet explaining the dangers of lead-based paint hazards.

## Fair Housing Reminder

It may be illegal for a landlord to require that a family disclose the blood lead levels of their children prior to the approval of their rental application, or to discriminate by refusing to rent to families with children or families with lead-poisoned children. Some landlords have been sued for these actions.

## More Information

For more information on the dangers associated with lead-based paint and how to deal with it in your home, contact the Coalition to End Childhood Lead Poisoning at (800) 370-LEAD or the Maryland Department of the Environment (MDE) at (800) 776-2706. The MDE also has helpful information for tenants and landlords, including copies of the mandated pamphlets, at its LeadLine website ([www.mde.state.md.us/health/lead/](http://www.mde.state.md.us/health/lead/)). If you suspect your child has been exposed to lead-based paint, call your child's doctor immediately to request a blood test.

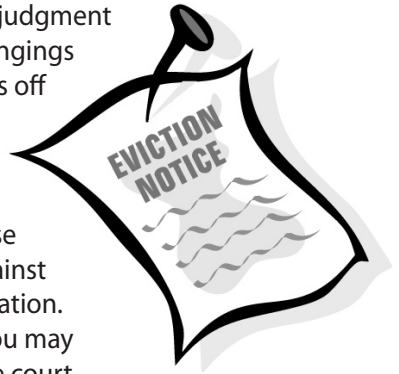


## Eviction

**Q. Joe and two fellow collegestudents rented a house. The lease stated that only three non-related adults could occupy the house, but Joe invited two more students to move in to share costs. After neighbors complained about loud parties, the landlord discovered the extra tenants. He told the students he was evicting all of them for breach of lease and they had to be out of the house by the weekend. Could the landlord do that?**

**A. No. The landlord can evict the students, but must follow the process set forth by Maryland law.**

**E**viction is a legal procedure. The landlord can't just tell you that you have to move or throw out your belongings. To evict you, a landlord must go to district court to get a judgment against you. If a landlord moves your belongings out of the home, changes the locks, or cuts off utilities without a court order, you should call the police and an attorney or legal services organization.



A landlord cannot evict you simply because you have filed a complaint or a lawsuit against him or her or have joined a tenant's association. This is called a "retaliatory eviction," and you may be able to stop an eviction by showing the court that your landlord is evicting you solely for one of these reasons.

A landlord *can* evict you for:

- *Non-payment of rent.* Your landlord can begin the eviction process as soon as your rent due date has passed and you have not paid the rent. The landlord does not have to give you advance notice. In most instances, you can stop the eviction any time before the sheriff actually comes to evict you by paying the rent that is owed.
- *'Holding over.'* If you do not move out when your lease has ended, your landlord may evict you for "holding over." The landlord must prove that he or she gave you proper notice (at least one month's advance written notice) of the ending of your lease.

- *Breach of lease.* A landlord may evict you for breaking some part of your lease (for example, by having more people living in the home than the lease permits). Before going to court, the landlord must give you one month's advance written notice ending the lease (only 14 days' notice is required when the tenant has exhibited behavior that constitutes a threat to others'safety). The landlord will have to prove that you violated your lease and that the violation was a serious one.

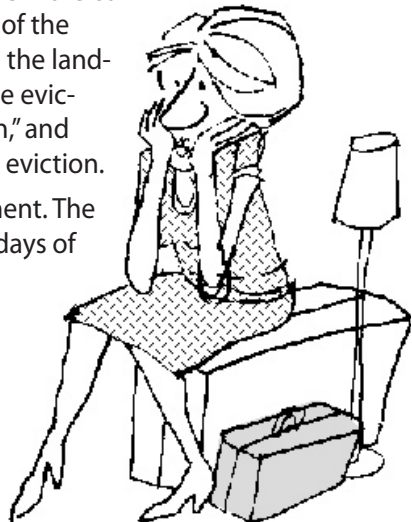
In addition, the state's attorney, the county attorney, or community associations may bring an eviction action against tenants involved in illegal drug activities.

If your landlord begins an eviction proceeding, you will receive an official summons to attend a hearing. The summons may be served on you in person, but most often it is mailed and/or posted on the rental property. Don't ignore it. *Go to the hearing and be on time!* If you don't show up the landlord will probably win.

The hearing gives you the chance to tell your side of the story. For example, you may be able to prove that you did pay the rent, or that you tried to pay the rent but the landlord wouldn't accept it, or that the landlord didn't give you a month's written notice that you had violated your lease and had to move out.

If the judge finds the landlord's case more convincing, he or she will rule in favor of the landlord. Within five working days, the landlord can file for a court order for the eviction, called a "warrant of restitution," and arrange for a sheriff to oversee the eviction.

You may appeal an eviction judgment. The appeal must be made within four days of the date of judgment in non-payment of rent cases and 10 days in breach of lease or holding over cases. You may have to post a bond to cover the rent while waiting for the circuit court to decide the appeal.



On the date of an eviction, the sheriff will come to the rental unit to order the tenant and everyone inside to leave. The landlord or the landlord’s employees can then remove all property from the unit and put it on the public right-of-way while the sheriff supervises. Once the property is moved from the unit, it is the tenant’s responsibility.



### **Help for Tenants Facing Eviction**

Baltimore Neighborhoods, Inc. offers information to tenants (and landlords) statewide about their rights and responsibilities in eviction: toll-free (800) 487-6007.

If an eviction would leave you homeless, you may be eligible for help from an eviction prevention program offered by a non-profit housing assistance group or your local government. One such program is offered by Baltimore City’s Department of Social Services: (410) 878-8650.

## Assistance With Rental Problems

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### The Attorney General's Office

The Attorney General's Consumer Protection Division has a Mediation Unit that can help you try to resolve a dispute with a landlord.

#### **Downtown Baltimore Office**

200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, MD 21202-2021

Complaint Line:

(410) 528-8662 or D.C. metro area: (301) 470-7534

9 a.m. to 3 p.m., M-F

TDD for hearing impaired person: (410) 576-6372

Website: [www.oag.state.md.us/consumer](http://www.oag.state.md.us/consumer) (consumers can download a consumer complaint form or file a complaint online)

#### **Branch Offices**

##### **Cumberland Telephone Assistance**

(301) 722-2000

9 a.m. to 12 p.m., 3<sup>rd</sup> Tuesday of each month

##### **Frederick Telephone Assistance**

(301) 600-1071

9 a.m. to 1 p.m., 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month

##### **Western Maryland Branch Office**

138 East Antietam St.

Hagerstown, MD 21740

(301) 791-4780

8:30 a.m. to 4:30 p.m., Mon-Fri.

##### **Eastern Shore Branch Office**

201 Baptist Street

Salisbury, MD 21801

(410) 713-3620

8:30 a.m. to 4:30 p.m., Mon-Fri.

##### **Southern Maryland Branch Office**

15045 Burnt Store Road

Hughesville, MD 20637

(301) 274-4620 or toll-free 1-866-366-8343

9:30 a.m. to 2:30 p.m., Tuesdays

## County Consumer Offices

Although the Consumer Protection Division covers the entire state, some counties also have their own consumer protection offices that could help you with rental problems. Find out if your county has its own landlord-tenant laws that might offer you extra protection. These two counties have a consumer affairs division that can try to help you with your dispute:

### **Howard County Office of Consumer Affairs**

6751 Columbia Gateway Drive  
Columbia, Maryland 21046 • (410) 313-6420

### **Montgomery County Office of Consumer Protection**

100 Maryland Avenue, Suite 330  
Rockville, Maryland 20850 • (240) 777-3636

## The Legal Aid Bureau

The Legal Aid Bureau, Inc. is a private non-profit law firm that offers free legal services to people with limited incomes. If you require legal help to resolve a landlord-tenant dispute, and are financially eligible for the Bureau's services, you can go to one of the Legal Aid offices located throughout the state.

- **Central Legal Aid** 500 E. Lexington Street, Baltimore, MD 21202  
(410) 539-5340; (800) 999-8904
- **Anne Arundel County Office** 229 Hanover Street, Annapolis, MD 21401 • (410) 269-8330
- **Baltimore County Office** 29 West Susquehanna Avenue, Suite 305, Towson, MD 21204 • (410) 296-6705
- **Cherry Hill Office** 606 Cherry Hill Road, Baltimore, MD 21225  
(410) 355-4223
- **Howard County Office** District Court, 2<sup>nd</sup> Floor 3451, Court House Drive, Ellicott City, MD 21043 • (410) 480-1057
- **Lower Eastern Shore Office**  
111 High Street, Salisbury, MD 21801 • (410) 546-5511
- **Midwestern Maryland Office (Frederick, Washington and Carroll Counties)**  
22 South Market Street, Frederick, MD 21701  
(301) 694-7414 / (800)679-8813
- **Montgomery County Office**  
14015 New Hampshire Avenue, Silver Spring, MD 20904  
(301) 879-8752

- **Northeastern Maryland Office (Harford and Cecil Counties)**  
5 North Main Street, Suite 200, Bel Air, MD 21014 • (410) 879-3755
- **Prince George's County Office**  
6811 Kenilworth Avenue, Calvert Building, Suite 500  
Riverdale, MD 20737 • (301) 927-2101
- **Southern Maryland Office**  
Route #231, 15364 Prince Frederick Road, Hughesville, MD 20637  
(301) 932-6661 Charles Co.: (301) 884-5935  
St. Mary's Co.: (410) 535-3278
- **Upper Eastern Shore Office**  
210 Marlboro Road, Easton MD 21601  
(410) 763-9676 / (800) 477-2543
- **Western Maryland Office** 110 Greene Street, Cumberland, MD 21502  
Allegany Co.: (301) 777-7474  
Garrett Co.: (301) 334-8832

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## Other Resources

You may also get help from these groups:

### **Baltimore Neighborhoods, Inc.**

A tenant rights organization.  
2217 St. Paul Street Baltimore, MD 21218  
Tenant/Landlord Hotline: (410) 243-6007

**Public Justice Center:** (410) 625-9409

**Local Code Enforcement Agencies** (check your local directory)



## Some Laws Concerning Landlord-Tenant Issues in Maryland

You can access these laws at many county libraries or look up specific sections of the Maryland laws at [http://mlis.state.md.us/cgi-win/web\\_statutes.exe](http://mlis.state.md.us/cgi-win/web_statutes.exe)



### *Maryland law*

#### Annotated Code of Maryland

#### Real Property, Title 8: Landlord and Tenant

- 8-203 Security Deposits and Surety Bonds
- 8-203.1 Security deposit receipt
- 8-204 Right of tenant to possession at beginning of lease
- 8-205 Requirement of landlord to give tenant receipt
- 8-208 Automatic renewal provisions
- 8-208.1 Retaliatory evictions
- 8-208.2 Retaliatory actions for informing landlord of lead poisoning hazards
- 8-211-212 Repair of dangerous defects; rent escrow
- 8-212.1 Liability of military personnel receiving certain orders
- 8-213 Applications for leases; deposits
- 8-401-403 Eviction

#### Real Property, Title 8A: Mobile Home Parks

#### Environment

- 6-801-850 Lead paint hazard reduction

### *Federal law*

Title X - The Federal Residential Lead-Based Paint Hazard Reduction Act of 1992

## Frequently Asked Questions

- **My landlord has not repaired my dishwasher. Can I hold back part of my rent until he does?** Not paying your full rent may put you at risk of being evicted. See page 12 for situations that might qualify for rent escrow.
- **The landlord says I damaged the carpet, but the stains were there when I moved in. What can I do?** If you noted the stains on a move-in inspection form or a list of damages (see page 5), you have proof that you did not cause the stains. If you didn't note the stains as preexisting, it will be hard to prove and the landlord may have a right to hold back part of your security deposit.
- **Do I have a grace period for late rent payments?** Your lease may give you a certain period of time (for example, five days) before a late fee is assessed. However, a landlord may legally begin eviction proceedings as soon as your rent is late.
- **Can a landlord evict me just by telling me to leave or else he will put my things on the street?** No, a landlord must go to court to get a judgment against you first. See page 17.
- **I was supposed to move in on the first of the month. The other tenant hasn't moved out. What are my rights?** See pages 8-9.
- **A landlord wouldn't rent to me, and I think it is a case of discrimination. Who do I complain to?** The Maryland Commission on Human Relations investigates complaints of housing discrimination based on race, color, religion, national origin, sex, age, familial status, or physical or mental handicap. Call (410) 767-8600 in Baltimore, (410) 221-2565; around Salisbury; (410)-703-3611 around Hagerstown; (301) 797-8521 around Leonardtown; or toll-free in Maryland (800) 673-6247.
- **Do I have to pay the last month's rent? I thought that was what the security deposit was for.** You are obligated to pay rent through the end of the lease, including the last month. If you paid all your rent and didn't cause any damages, the landlord will return your security deposit (see page 6).
- **Is there any limit to how much my landlord can increase the rent for a new lease term?** Maryland state law has no rent control provisions, although local jurisdictions may have rent control laws. See page 9 for more about lease renewals.