

LANDLORDS AND TENANTS

TIPS ON AVOIDING DISPUTES



CONSUMER PROTECTION DIVISION
MARYLAND OFFICE OF THE ATTORNEY GENERAL

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DEAR MARYLANDER:

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



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CONTENTS

Application Fees.....	4
Leases.....	5
Rent Receipts.....	7
Security Deposits.....	8
Right to Take Possession at Beginning of Lease.....	13
Lease Renewals.....	14
Breaking a Lease.....	15
Rent Escrow: When the Landlord Fails to Make Repairs....	17
Landlord Retaliation Against Tenants.....	20
Lead-Based Paint Hazards.....	21
Eviction.....	24
Shielding of Records.....	29
Right to First Refusal.....	29
Assistance With Rental Problems/Resources.....	30
Relevant Laws.....	33
Frequently Asked Questions.....	34

APPLICATION FEES

Q. Karen paid a \$25 application fee to apply for an apartment. 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 collected.

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 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, 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, when filling out an application, a landlord asks for money to hold an apartment, it may not be clear that you are being asked for a security deposit. It's 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.

LEASES

Q. Steve 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 15th 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 an oral contract, it's 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 a written lease. Many landlords use a standard lease for all their tenants.

However, you may want to negotiate 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 must agree to these terms as well. Be sure that all changes are dated and initialed by both you and the landlord. State 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 (even if the lease does not provide this provision, there is a warranty of habitability.) The lease must also specify the landlord's and the tenant's obligations as to heat, gas, electricity, water, and repair of the premises. In addition, a copy of the Maryland Tenant's Bill of Rights must be included with the lease once it is published by the Office of Tenant and Landlord Affairs.

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; or
- 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 agreed upon terms, 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's 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, carpeting requirements, trash, maximum number of occupants, and move-out procedures.

RENT RECEIPTS

A landlord is required to give a tenant a receipt for a rent payment upon request or one that is paid in cash. (In Anne Arundel County, a landlord is required to give a receipt unless the payment is made by check or unless the tenant rents the property for commercial or business purposes.)

SECURITY DEPOSITS

A security deposit is any money a tenant pays 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 one month's rent unless the tenant qualifies for utility assistance through the Department of Human Services, payment for utility services is

made directly by the tenant to the landlord, and the tenant and landlord agree in writing to the security deposit.

If you are overcharged, you have the right to recover up to three times the extra amount charged, plus reasonable attorney's fees. The landlord must give you 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 state your right to receive from the landlord a written list of all existing damages in the rental property, if you make a request by certified mail 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, unpaid rent or eviction filing fees. The landlord must put the security deposit in an escrow account.

When returning security deposits held for more than six (6) months and that are \$50 or more, the landlord must include simple interest of 3 percent per year, accrued at monthly intervals from the date the security deposit was paid for all tenancies that were initiated prior to January 1, 2015. For tenancies that began on or after January 1, 2015, the interest rate is payable at 1.5 percent a year OR the simple interest rate accrued at the daily U.S. Treasury yield curve rate for one year, as of the first business day of each year, whichever is greater. The Maryland Department of Housing and Community Development has a Rental Security Deposit Calculator on its website at <http://www.dhcd.maryland.gov> to help you calculate this interest rate. A landlord must pay 4 percent on deposits held before October 1, 2004.

RETURN OF THE SECURITY DEPOSIT

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

A. 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. Tiffany 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. Unless Tiffany 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 and replacements needed due to normal wear and tear.

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.



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, they must send you a written list of damages, with a statement of what it 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, they lose 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 within five days before or five days after your move-out date. The landlord must disclose these rights to you in writing when you pay the security deposit.

If not, the landlord 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, you should 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 landlord receives the written request, they must take certain steps.

- The landlord must send a list of damages to the rental unit and cost incurred to repair them to you by first-class mail within 45 days. If the landlord fails to send you a list of damages, they forfeit the right to withhold the security deposit.
- The security deposit, plus interest, less any damages rightfully withheld, must be returned within 45 days of your notice.

RENTAL PROPERTY SURETY BONDS

Q. Richard 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 Richard owed \$150 for damage done to the bathroom and requested payment for the damages. Is Richard still responsible for paying 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 a tenant can purchase 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. Richard 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, Richard will eventually be asked to reimburse the surety for the amount it paid the landlord.

You cannot be required to purchase a surety bond; instead, you 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 have 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 the tenant is responsible for; and
- Receive a receipt explaining their rights when they are asked to purchase a surety bond.

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. 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 considered damage.

RIGHT TO TAKE POSSESSION AT BEGINNING OF LEASE

Q. Jason was supposed to move into his new apartment on March 1st, but the previous tenant did not move out on time and the landlord said the apartment would not be ready until the 6th. What could Jason do?

A: Jason has the right to cancel his lease and get back any prepaid rent or security deposit he had paid to the landlord. If he chooses to wait for the apartment, he could find tempo-



rary 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 doesn't allow you to take possession of your rental unit at the beginning of your lease, you have the right to cancel the lease with 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 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.

LEASE RENEWALS

Q. Allison knew she had to give her landlord 30 days' notice before moving out. Six weeks before the end of her lease, Allison 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. Why should she have given written notice?

A: To protect yourself, always give the landlord written notice of your intention to move out, 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 in advance you will have to notify the landlord if you don't wish to renew the lease.

If you fail to give this notice in time, your lease could be automatically renewed. You should submit 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 space for the tenant to give written acknowledgment agreeing to the provision.

If the landlord can't show your signature, initials, or another mark acknowledging that provision, the landlord can't enforce an automatic renewal of the lease.

Some leases don't have automatic renewal provisions, so you must sign a new lease if you wish to continue renting.

RENT INCREASES OR OTHER CHANGES IN TERMS

Landlords must provide at least 90-days' written notice of a rent increase for tenancies longer than one month, 60-days' written notice of a rent increase for tenancy longer than a week, 21-days' written notice of a rent increase for week-to-week tenancies if there is no written lease agreement, and 7-days' written notice of a rent increase for week-to-week tenancies if there is a written lease agreement. If you wish to continue renting, be sure you know whether any of the terms of the lease will change. If your lease does not automatically renew, be sure to thoroughly read the new lease you will sign. It's a new contract between you and the landlord, and any of the terms may be different from the terms in your prior lease.

BREAKING A LEASE

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

A. Yes. You are obligated to pay rent through the end of the lease. However, the landlord may only collect for the period during which the property remained vacant.

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.

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.

Some leases have a clause that allows the tenant to cancel the lease with a certain amount of notice, and perhaps offer you the option to leave early and not be responsible for the remainder of the lease in exchange for the payment of a fee. Other leases may 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.

RENT ESCROW: WHEN THE LANDLORD FAILS TO MAKE REPAIRS

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

A. No. If she stopped paying rent, the landlord could evict her. But Lisa does have 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 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:

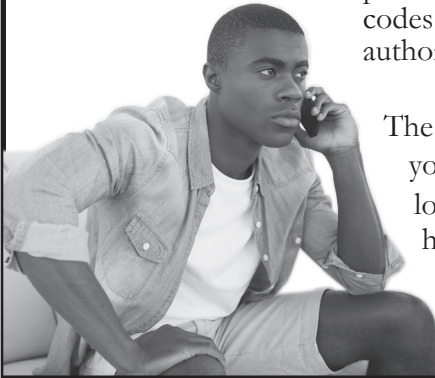
- Lack of heat, light, electricity, or water, unless you are responsible for the utilities and the utilities were shut off because you didn't pay the bill (lack of air conditioning is not considered a serious or dangerous situation that would permit rent escrow);
- Lack of adequate sewage disposal;
- Rodent infestation in two or more units;
- Lead-based paint hazards that the landlord has failed to reduce;
- The existence of any structural defect that presents a serious threat to your physical safety; and
- 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 floor, walls, or ceiling.

In order to withhold rent for conditions that constitute a threat to life, health, or safety, you must provide actual notice of the defects. If the tenant prevails in court, the tenant may be awarded reasonable attorneys' fees, expenses, and costs.

BESIDES RENT ESCROW, WHAT ELSE CAN A TENANT DO IF A LANDLORD DOES NOT MAKE REPAIRS?

A tenant can report the landlord to local authorities. Under a law that the Maryland General Assembly passed in 1986, every county must adopt a housing code that meets minimum state-wide standards. Some counties and Baltimore City have comprehensive housing and building codes that are enforced by local authorities.



The local authorities will investigate your complaint and, if the landlord is cited for violations, repairs have to be made.

You can notify the landlord by certified mail, or they may be notified of the violations from an appropriate government agency, such as the local housing department.

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

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, including 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 state law. Therefore, Baltimore residents must exercise their rent escrow rights under city law. If you reside in a county where a rent escrow law has been adopted, you must follow procedures required under local law for setting up an escrow account.

If you opt to withhold rent without establishing an escrow account, 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 may then 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.

LANDLORD RETALIATION AGAINST TENANTS

Q. Maria 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. The landlord notified Maria that her rent would increase by \$100 a month. Does Maria 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 tenants' organization. The landlord also can't take any of these actions if you complain to them, file a good-faith complaint against them with the housing inspection department or other agency, or file a lawsuit.



LEAD-BASED PAINT HAZARDS

Q. Tyrone and Sarah rented an older rowhome. Because they had young children, they asked the landlord if the home had lead-based 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 Tyrone and Sarah be satisfied with that answer?

A. No. Both federal and Maryland law require a landlord renting an older home (built before 1978) to, at the very least, give the tenant a specific pamphlet about lead-based paint hazards. More importantly, Maryland law requires landlords renting homes built before 1978 to give the tenant a Risk Reduction Certificate proving that 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. It can cause abnormal fetal development and miscarriage in pregnant women.



WHAT MARYLAND LAW PROVIDES:

A landlord renting a property built before 1978 in Maryland must meet three requirements before renting to you.

1. Register the property and pay a \$30 fee annually to the Maryland Department of the Environment.
2. Give you the pamphlets “Lead Poisoning Prevention Program: Notice of Tenant’s Rights” and “Protect Your Family from Lead in Your Home.”
3. 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 landlord receives a written “Notice of Defect” that there is chipping or peeling paint, or a notice of a child with elevated blood lead level in the property, the landlord must respond by performing Modified Risk Reduction Measures within 30 days of receiving the notice. All tenants must be relocated 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 reasonable expenses for overnight housing and possibly meals for your family.

It’s 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 them that there are lead hazards in the property or that there is a child with an elevated blood lead level living 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 to the tenant any known lead-based paint hazards on the property before the lease is final. The landlord must also give the tenant a "Protect Your Family from Lead in Your Home" pamphlet, which explains 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 Green & Healthy Homes Initiative at 410-534-6447 or the Maryland Department of the Environment at 410-776-2706. Helpful information for tenants and landlords can also be found in a pamphlet produced by the Environmental Protection Agency, U.S. Consumer Product Safety Commission, and U.S. Department of Housing and Urban Development (<http://www.epa.gov/lead/protect-your-family-lead-your-home>). If you suspect your child has been exposed to lead-based paint, call your child's doctor immediately to request a blood test.

EVICITION

Q. Kevin and two fellow college students rented a house. The lease stated that only three non-related adults could occupy the house, but Kevin 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.

Eviction 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 house, changes the locks, or cuts off utilities without court order, you should call the police and an attorney or a legal services organization.



A landlord cannot evict you simply because you have filed a complaint or a lawsuit against them or because you have joined a tenants' 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 for one of these reasons.

The statewide Access to Counsel in Evictions Program, which is funded through Fiscal Year 2027, provides low-income Marylanders with counsel in eviction cases. For legal assistance, renters can call 211 or visit www.legalhelpmd.org.

A landlord can evict you for:

- Nonpayment 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 must provide you a written notice of the landlord's intent to file a failure to pay rent action against you 10 days prior to filing it. 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 don't move out when your lease has ended, your landlord may evict you for "holding over." The landlord must prove that they gave you proper written notice (at least one month) 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. The landlord is prevented from charging you for any eviction filing fees, unless it is done as a deduction from a security deposit after the court enters an order granting the landlord possession of the property, the lease provides for this, and the deduction is not more than the security deposit.

In addition, the state's attorney, the county attorney, or a community association 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 to you in person, but it is usually mailed and/or posted on the rental property. Do not ignore it. Go to the hearing and be on time. If you do not 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 proper written notice that you had violated your lease and had to move out.

If the judge rules in favor of the landlord, within seven working days the landlord can file a court order for the eviction—called a "warrant of restitution"—and arrange for a sheriff to oversee the eviction.

The warrant of restitution must be stayed by the judge if there is a temperature or next-day forecasted temperature of 32 degrees or less, or either an excessive heat warning, a winter storm/blizzard warning or a hurricane or tropical storm warning issued by the National Weather Service, or other State of Emergency declared. The stay will end and the warrant of restitution will be processed within 5 days after the extreme weather conditions or the State of Emergency ends.

You may appeal an eviction judgment. The appeal must be made within four days of the date of judgment in nonpayment 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, except in Baltimore City. Once the property is moved from the unit, it’s the tenant’s responsibility to remove it. In Baltimore City, the property will be locked in the unit, instead of being removed, and will be considered abandoned by the tenant if proper notice is given.

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 a legal services organization. A landlord cannot evict you simply because you have filed a complaint or a lawsuit against them or because you have joined a tenants' 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 for one of these reasons.

If your local jurisdiction requires landlords to maintain a rental license, the failure to be licensed may be a defense to an action to evict.

HELP FOR TENANTS FACING EVICITION

If an eviction would leave you homeless, you may be eligible for help from an eviction prevention program offered by a nonprofit housing assistance group or your local Department of Social Services.



SHIELDING OF RECORDS

The District Court is now required to shield any court record from a failure to pay rent case within 60 days, if a judgment for possession is not awarded to the landlord. A tenant may also petition for the shielding of a failure to pay rent action when a tenant redeems possession of the property and at least 12 months have passed since the final resolution, or as justice requires.

RIGHT TO FIRST REFUSAL

Q: Joe has lived in a duplex for the past 10 years. His landlord has told him that he is selling the property. Joe would like to buy the property he is now living in. What can he do?

A: The landlord may be required to give Joe the right to buy the property before selling to someone else. Joe should reach out to the Office of Tenant and Landlord Affairs in the Department of Housing and Community Development.

If you are a tenant in a 1-, 2-, or 3-unit residential rental property and your landlord chooses to sell the property, the landlord may be required to first give you the opportunity to buy the property before selling to a third party. For more information, reach out to the Office of Tenant and Landlord Affairs in the Department of Housing and Community Development.

ASSISTANCE WITH RENTAL PROBLEMS/RESOURCES

MARYLAND OFFICE OF THE ATTORNEY GENERAL

The 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, 16th Floor

Baltimore, MD 21202-2021

Consumer Hotline: 410-528-8662 or toll-free 888-743-0023

10 a.m. to 2 p.m., Mon.-Fri.

TDD for hearing impaired persons: 410-576-6372

www.marylandattorneygeneral.gov/Pages/CPD/

Consumers can download or print a consumer complaint form or file a complaint online.

Branch Offices

Cumberland Telephone Assistance

301-722-2000

Frederick Telephone Assistance

301-600-1071

Prince George's County Office

9200 Basil Ct., Suite 301, Largo, MD 20774

301-386-6200

Western Maryland Office

44 North Potomac St., Suite 104, Hagerstown, MD 21740

301-791-4780

Eastern Shore Office

201 Baptist St., Salisbury, MD 21801

410-713-3620

Southern Maryland Telephone Assistance

301-274-4620 or toll-free 866-366-8343

COUNTY CONSUMER OFFICES

Although the Consumer Protection Division covers the entire state, Montgomery and Howard Counties also have their own consumer protection offices that could help you with rental problems. Contact the office to find out if the county has its own landlord-tenant laws that might offer you extra protection.

Howard County Office of Consumer Protection

6751 Columbia Gateway Dr.
Columbia, MD 21046 • 410-313-6420

Montgomery County Office of Consumer Protection

100 Maryland Ave.
Rockville, MD 20850 • 240-777-3636

OTHER RESOURCES

You may also get help from these groups:

Public Justice Center (a nonprofit legal advocacy organization that focuses on systemic change for people living in poverty)

1 N. Charles St. Suite 200, Baltimore, MD 21201
410-625-9409 • <http://www.publicjustice.org/>

Local Code Enforcement Agencies (check your local directory)

MARYLAND LEGAL AID

Maryland Legal Aid is a private, nonprofit 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 its services, you can go to one of the Legal Aid offices located throughout the state.

Central Legal Aid 500 E. Lexington St., Baltimore, MD 21202 • 410-951-7777, 800-999-8904

Anne Arundel County Office 229 Hanover St., Annapolis, MD 21401 • 410-972-2700, 800-666-8330

Baltimore County Office 215 Washington Ave., Suite 305, Towson, MD 21204 • 410-427-1800, 877-878-5920

Howard County Office District Court, 2nd Floor, 3451 Court House Dr., Ellicott City, MD 21043 • 410-480-1057

Lower Eastern Shore Office 111 High St., Salisbury, MD 21801 • 410-546-5511, 800-444-4099

Midwestern Maryland Office (Carroll, Frederick, and Washington Counties) 22 South Market St., Suite 11, Frederick, MD 21701 • 301-694-7414, 800-679-8813

Montgomery County Office 600 Jefferson Plaza, Suite 430, Rockville, MD 20852 • 240-314-0373, 855-880-9487

Northeastern Maryland Office (Harford and Cecil Counties) 103 S. Hickory Ave., Bel Air, MD 21014 • 410-836-8202, 800-444-9529

Prince George's County Office 8401 Corporate Drive, Suite 200 Landover, MD 20785 • 301-560-2101, 888-215-5316

Upper Eastern Shore Office 106 N. Washington St., Suite 101,
Easton, MD 21601 • 410-763-9676, 800-477-2543

Western Maryland Office 110 Greene St., Cumberland, MD
21502 • 301-777-7474, 866-389-5243

RELEVANT LAWS CONCERNING LANDLORD- TENANT ISSUES IN MARYLAND

You can access these laws at many county libraries or look up specific sections of Maryland laws at <http://mgaleg.maryland.gov/> (click on the “Statutes” tab).

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
8-211-211.1	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 6-801-852, 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 17 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 13), you have proof that you didn't 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 or local laws may give you a certain period of time (for example, five days) before a late fee is assessed. However, generally a landlord may legally begin eviction proceedings as soon as your rent is late. See page 24.

Can a landlord evict me just by telling me to leave or else they will put my things on the street?

No, a landlord must go to court to get a judgment against you first. See page 24.

I was supposed to move in on the first of the month. The other tenant hasn't moved out. What are my rights?

You have the right to cancel the lease with written notice, and the landlord is liable to you for damages you suffer as a result of not being able to move in at the beginning of the lease. See page 13.

My roommate or another tenant stops payment or moves out before their lease is up. Who is responsible for paying their share of the rent?

Even if your roommate/other tenant is listed on the lease, you may be held liable for the full rent payment.

A landlord wouldn't rent to me, and I think it's a case of discrimination. Who can I file a complaint with?

The Maryland Commission on Civil Rights 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, 410-713-3611 around Salisbury, 301-790-4972 around Hagerstown, 301-880-2740 around Leonardtown, or 800-637-6247 toll-free anywhere in Maryland. You may also contact our Civil Rights Division at civilrights@oag.state.md.us or call 410-576-6300 or 888-743-0023 toll-free for assistance.

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 8.

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 14 for more about lease renewals.

Can a landlord refuse to rent to me because I have a Section 8 certificate?

Maryland's Housing Opportunities Made Equal Act, known as the HOME Act, took effect October 1, 2020, and prohibits housing discrimination based on the source of a person's income. This means a landlord cannot refuse to rent to you solely on the basis that you receive some form of government assistance, such as a housing voucher.



ANTHONY G. BROWN
ATTORNEY GENERAL

MARYLAND OFFICE OF THE ATTORNEY GENERAL
410-576-6300
1-888-743-0023 TOLL-FREE
TDD: 410-576-6372

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