



Baltimore Neighborhoods, Inc.

Tenant-Landlord Matters: Frequently Asked Questions

Baltimore Neighborhoods, Inc. (BNI) is a nonprofit organization that offers the Tenant-Landlord Program as a service to Maryland residents. The program seeks to improve the relationship between tenants and landlords by informing each of their rights and responsibilities under the law. BNI Tenant-Landlord Counselors provide information to callers but not legal advice.

BNI's Tenant-Landlord Hotline serves residential landlords and tenants throughout Maryland, except Montgomery County. The hotline handles more than 20,000 calls annually with absolutely no charge to callers for service. Hotline Counselors provide both landlords and tenants with information about their rights and responsibilities under Maryland Tenant-Landlord Law and refer callers to other state and local resources such as rent court, small claims court, the local housing code enforcement office, and other legal resources where appropriate. Below are the top five most frequently asked questions received by the BNI Tenant-Landlord Hotline. If you have a question that is not addressed below, the hotline is open Monday through Friday 9:00 a.m. to 4:30 p.m. If you're unable to get through to a counselor, you may submit your question online at www.bni-maryland.org via the "Ask a Specialist" icon.

Hotline:

410-243-6007 (Baltimore Metro)

1-800-487-6007 (Maryland only)

9:00 am - 5:00 pm Mon-Fri.

Question # 1: Failure to Pay Rent – When rent is not paid per the lease agreement, the landlord has the right to file a Failure to Pay Rent claim against the tenant.

- If the tenant receives a summons to appear in court, they should make every attempt to go to their hearing.
- If the tenant does not appear as summoned, the judge may give the landlord a default judgment for possession of the property allowing the landlord to continue with the eviction process.
- If the tenant has reason to believe they do not owe what is claimed on the summons, they should appear at the hearing with their evidence and when asked if they owe the rent answer "No" and they want to dispute the landlord's claim.
- It is important to remain until the judge has ruled on the case, if you are asked to go out into the hallway to discuss matters and seek an agreement, you must return back to the courtroom in order to make sure what was agreed upon is what is told to the judge.
- If the judge determines that money is owed to the landlord a judgment for possession of the property will be entered against the tenant in the amount owed. There is a 4 business day appeal period where either party may appeal the decision of the judge.
- If the tenant has not paid the judgment amount by the 5th business day after the hearing, the landlord may file the Warrant of Restitution (the eviction order), once signed by the judge the sheriff will be sent a copy allowing the landlord to schedule an eviction date.



- **In jurisdictions outside of Baltimore City** the landlord is not required to notify the tenant of the scheduled eviction date.
- **In Baltimore City**, the landlord is required by law to notify the tenant of the actual eviction date – **this comes from the landlord and is not a court document.**
 - The notice must be mailed to the tenant by first class mail at least 14 days before the eviction and posted on the tenant’s door at least 7 days before the eviction.
 - On the date of eviction the sheriff will require the landlord to present to him/her the original certificate of mailing, original signed affidavit from whomever posted the notice, and a copy of the notice – if it is determined the landlord did not comply with the notice requirements the sheriff can refer the case back to court or cancel the eviction.
 - If the landlord has complied with the notice requirements and the tenant has not paid the amount on the Warrant of Restitution, the sheriff will order the tenant/s leave the property and the landlord change the locks.
 - Any possessions left in the property are considered abandoned property and the tenant does not have the legal right to them any longer. If the tenant knows they will not be able to avoid eviction, they must get their possessions out of the property before the sheriff arrives.
- The tenant has the right to “pay and stay” **3 separate times (In Baltimore City 4 separate times) within a consecutive 12 month period.**
- The landlord has the right to request that the **tenant does not have the right to “pay and stay”** or redeem the property **on the 4th time (In Baltimore City on the 5th time) filing a Failure to Pay Rent claim.** If the landlord receives a judgment for possession with a “no right of redemption,” the tenant will be evicted from the property regardless of whether they pay the money owed or not.

Question #2: Repairs/Rent Escrow – The law provides tenants with a procedure called **Rent Escrow** for ensuring the **repair of serious and dangerous defects that pose a substantial and serious threat to the life, health and safety of a tenant such as, but not limited to: lack of sewage disposal facilities; infestation in 2 or more dwelling units; and/or lack of heat, light, electricity, hot or cold running water where the tenant is not responsible for payment of utilities and the lack is the direct result of the tenant’s failure to pay.**

- The first step is for the tenant to notify the landlord in writing sent certified mail with a return receipt (the tenant should keep a copy for their records) of the conditions of the property and give the landlord reasonable time and access to the unit to correct the conditions.
- If the landlord does not correct the conditions, the tenant can request that a Housing Inspector come to the property.
- If the landlord refuses to make repairs or correct the conditions within a reasonable amount of time, the tenant may bring a Rent Escrow action against the landlord or use Rent Escrow as a defense in a Failure to Pay Rent claim.



- The court may make any order that justice requires such as: termination of the lease; reduce the amount of rent required under the lease, whether paid into the court or to the landlord, to an amount that fairly represents the condition of the premises found by the court to exist; order the landlord to make certain repairs or correct the condition the tenant complained of and the court found to exist.
- The tenant must be able to show they notified the landlord and allowed reasonable amount of time and access to the unit to correct the defect, pay into the court the amount of rent required under the lease unless modified by the court, and show there have not been 3 or more (In Baltimore City more than 5) judgments of rent due and unpaid entered against the tenant in the 12 months preceding the filing of the Rent Escrow action.

Question #3: Security Deposit - If the landlord wishes to collect a security deposit for the purpose of protecting themselves from damages beyond normal wear and tear of the tenancy and/or any unpaid bills per the lease agreement, they may collect up to what would equal 2 months' rent.

- Some landlords choose to charge the tenant a “pet deposit” if they have pets. The amount of the pet deposit and other deposits collected added together cannot exceed what would equal 2 months' rent. The landlord can only use the “pet deposit” for actual damages caused by the pet and it is never automatically non-refundable for any reason.
- If the landlord attempts to collect more than the legal amount, the tenant may bring an action against the landlord at any time during the tenancy, and up to 2 years after the tenancy has ended. The landlord may be liable for up to 3 times the extra amount charged plus reasonable attorney's fees.
- If the landlord collects a security deposit from the tenant they are required to provide the tenant with a receipt within the written lease which must include the tenant's rights under the security deposit law.
- A security deposit is **never** automatically non-refundable for any reason. If the landlord wishes to use the security deposit at the end of the tenancy and the tenant was not evicted, ejected for breach of lease or abandoned the property prior to the lease ending, the landlord would need to send the tenant an itemized list of deductions and any remaining balance within 45 days of the tenancy ending. If the tenant receives an itemized list of deductions with a balance check and **wishes to dispute what the landlord kept from their deposit, they must NOT cash the check without getting legal advice first.**
- If the tenancy ended with an eviction, a tenant being ejected for breach of lease or the tenant abandoned the property prior to the lease ending, the tenant would need to first send the landlord a written request for the deposit including the tenant's new address by first class mail within 45 days of the tenancy ending.
- The landlord would be required to respond within 45 days with the deposit minus any amount withheld for damages. An itemized list of damages must be included. If the landlord does not comply with the law they may be liable for up to three times the withheld amount.



Question #4: Breaking of Lease From Landlord/Breach of Lease – If there is a lease for a specified term such as a one year lease, the landlord may not require the tenant to vacate the property in the middle of the lease term unless the tenant is in violation of the lease agreement.

- **In Baltimore City**, regardless of the length of the lease term a landlord may end a tenancy and would be required to provide a written 60 day notice in the following situations:
 - The landlord-owner seeks in good faith to recover possession of the dwelling so that he or a member of his immediate family (child, including stepchild and adopted child, son-in-law, daughter-in-law, mother, father, mother-in-law and father-in-law) may live in it;
 - The landlord seeks in good faith to demolish the dwelling or make substantial alterations which cannot be done while anyone occupies it, provided the landlord has obtained the necessary official approval for the demolition, remodeling, or alteration;
 - The landlord seeks in good faith to substantially remodel the dwelling in order to permanently convert it to a commercial use, or to personally make permanent use of the premises for non-residential purposes, or to withdraw the premises from the rental market altogether, with no intent to sell it as housing.
- If an unexpired lease provides that the tenant may be evicted for breach of lease and the landlord feels there has been a violation of the lease term, the landlord can provide the tenant with a written notice to terminate the tenancy which must include the reason/s the tenant is being asked to vacate the property.
- The amount of notice required for lease violations is 30 days (**In Baltimore City the notice must also run with the rent cycle**). However, if the landlord can prove the tenant or a person who is on the property with the tenant's consent demonstrates a clear or imminent danger to themselves, other tenants, the landlord, the landlord's property or representatives, or any person on the property the landlord must only give the tenant a written notice of 14 days to vacate the property.
- If the tenant receives a notice to vacate the property claiming a breach of lease, **they have the right to dispute the notice by not vacating the property**.
- If the tenant does vacate the property, it may be considered that they are agreeing to the listed violations and may be held liable for the remaining months of the lease term. **The landlord would be required to mitigate or minimize their damages**. However, a landlord is not required to show or lease a prematurely vacated dwelling unit in preference to other units they are offering.
- If the tenant decides to remain in the property they must still remain current on the rent or the landlord can file a Failure to Pay Rent claim and seek an eviction through that process. The landlord's remedy if the tenant does not vacate the property as specified in the notice would be to file a Breach of Lease claim at the District Court.
- The tenant should be looking for a summons to appear in court and must to go to their hearing to present their evidence and reason for dispute. If the tenant does not attend the hearing the judge may provide the landlord with a default judgment for possession of the property.
- The landlord would need to show that the tenant is in substantial violation of the lease as claimed in the notice to terminate the tenancy. If they are successful, the judge will order a judgment for possession of the property. **If either party wishes to appeal the decision of the judge they have 10 calendar days to do so.**



- The landlord may return to court 10 calendar days after the hearing and file the Warrant of Restitution, which is the eviction order. Once the sheriff has their copy of the Warrant of Restitution the landlord may schedule an eviction date. The tenant **WILL NOT** receive a notice of the eviction date.

Question #5: Breaking of the Lease - Once the lease has been signed, it is a binding contract to all parties. There are no laws which allow the tenant to change his/her mind and not be held liable to the terms of the contract. There is however circumstances when a tenant may not be liable or can request a limited liability.

- If the tenant is asked to vacate the property prior to the tenancy ending they have the right to dispute the notice, or should get in writing from the landlord that both mutually agree to end the tenancy without liability before vacating.
- If the tenant does not take possession of the property per the lease agreement or abandons the premises prior to the lease ending, they may be liable for the remaining months of the lease term. The landlord would be required to mitigate or minimize their damages. However, a landlord is not required to show or lease a prematurely vacated dwelling unit in preference to other units they are offering.
- If the landlord fails to provide the tenant with possession of the property at the beginning of the lease term, the tenant will not owe any rent until they are able to take possession of the property. In this instance, if the tenant chooses, they may cancel the lease if they notify the landlord in writing before they are able to take possession of the premises.
- The landlord must then return to tenant any money or property given as security deposit, prepaid rent, or other deposit.
- If the property has conditions that pose a substantial and serious threat to the life, health and safety of a tenant, the tenant may request that a judge, at a Rent Escrow hearing terminate their tenancy without liability.
- A Civil hearing for Quiet Enjoyment can be filed to request a judge terminate the tenancy without liability – the tenant must show the landlord was notified about conditions on the premises that prevented the tenant to be able to possess and enjoy the property without disturbances from the landlord and in some cases other tenants. The landlord must be provided reasonable amount of time to resolve the conditions.
- A tenant who is a victim of domestic violence or sexual assault may terminate his future liability under a residential lease if the tenant or the legal occupant has an enforceable final protective or peace order. The tenant must give the landlord a written 30 day notice of their intent and must include a copy of the final protective or peace order and the tenant must pay the rent for the 30 days after giving the notice.
- A tenant who vacates the lease due to a medical condition may not be liable for more than 2 months' rent after the date they vacate the premises. To qualify for this limited liability, the tenant must provide the landlord before they vacate a written notice of the termination of the lease stating the move out date, a written certification from a physician stating the tenant's medical condition that either substantially restricts the physical mobility of the patient within, or from



entering and exiting the leased premises or requires the tenant to move to a home, facility, or institution to obtain a higher level of care than can be provided at the leased premises. **Note**, the limited liability does not apply if the lease contains a liquidated damages clause or early termination clause that requires written notice to vacate of 1 month or less and imposes liability for rent less than or equal to 2 months' rent after the date on which the tenant vacates the leased premises.

- Lastly, if a person on active duty with the US military enters into a lease agreement and subsequently receives permanent change of station orders or temporary duty orders for a period exceeding 3 months, that person's liability for rent under a lease must not exceed 30 days' rent after written notice and proof of assignment is given to the landlord as well as the cost of repairing any damage to the premises caused by an act or omission of the tenant.