Maryland Tenants' Rights:

Evictions

Advancing Human Rights and Justice for All in Maryland since 1911

Maryland Legal Aid

What is an Eviction?

A landlord's action to put a tenant out of his or her housing is called an eviction. An eviction is legal only if the landlord goes to court and obtains a judgment against the tenant and if a sheriff/constable is present at the time the tenant is put out of the unit. It is illegal (and in some places a crime) for a landlord to try to evict a tenant by changing the locks, terminating utilities or removing belongings. If your landlord tries to evict you without a court order, you should call the police *immediately*.

However, if a tenant abandons the premises or leaves it unsecured, a landlord may take action to secure the property which may include changing the locks. If the landlord takes an action to temporarily secure the property the landlord must give notice to the tenant and allow the tenant to take back possession of the premises.

A landlord must file the correct type of eviction case and prove the case in court. This brochure explains three common types of eviction cases filed in district court:

1) Tenant Holding Over
2) Non-Payment of Rent
3) Breach of Lease.

In certain jurisdictions, tenants may have additional protections under local laws that are not discussed in this brochure.

Tenant Holding Over

In a Tenant Holding Over action, the landlord sues to evict you claiming you have refused to move even though the lease term has ended. Your landlord must give you notice in writing that he is not renewing your lease before the lease ends. The amount of written notice the landlord is required to give depends on the terms of your lease and whether you rent week-to-week, month-to-month, or year-to-year, etc.

If you have given oral or written notice to your landlord that you are moving at the end of your lease, and you do not move by that date, the landlord may also file a Tenant Holding Over action against you. To get an eviction order, your landlord must prove:

- The lease has ended and you were given proper notice to move, or
- You gave notice to move by a certain date and did not move.

In addition to an eviction order, your landlord may attempt to get a money judgment for any financial loss caused by you not moving at the end of the lease term. The landlord can only

obtain a money judgment if you were personally served with the court papers.

Your landlord may continue to accept rent after you are sent the notice ending your lease, and even after the lease ends, if you have not moved. Usually, you are legally obligated to pay rent as long as you occupy the unit. If you believe you have a legal reason for not paying your rent, you should consult an attorney. If a judgment is entered against you, you have to move, even if you have paid your rent. If you owe rent to the landlord when you move, the landlord may deduct the amount owed from your security deposit or sue you for it.

If you and your landlord decide that you should remain as a tenant, despite a prior notice to move, you should get the agreement to stay as a tenant in writing. The agreement should be signed and dated by the landlord.

Non-Payment of Rent

In a Complaint for Failure to Pay Rent, your landlord sues to evict you claiming you have not paid your rent. Unless required by your lease, your landlord does not have to send a notice to you before filing a Complaint for Failure to Pay Rent. In order to win the case against you, your landlord must show that the rent was not paid. Your landlord must also show that s/he has a rental license, if it's required by local law. If the landlord wins, the court will enter a "judgment" against you.

You may win a non-payment of rent case if:

- You have already paid the rent your landlord claims is due, or if you have the rent with you in court, along with any late fees and court costs that may be due;
- You offered to pay the rent, but your landlord refused to accept it and you have the rent with you in court;
- Your landlord is required to be licensed under local law and does not have a license.
- Your landlord is suing you for something other than rent (security deposit, damages, etc.); or
- Problems in your home are a danger to your life, health or safety and your landlord knew about the conditions for a reasonable period of time, but did not make repairs; and you meet the requirements for raising a Rent Escrow defense. (See Legal Aid's Rent Escrow brochure for more information.)

If you have one of the reasons listed above or any other reason you think you do not owe the rent, you must go to court on the hearing date and tell the judge why you don't think you owe it.
You should bring to court all receipts and other papers that support your side of the case. You should also bring witnesses who might help prove your case. **You should go to court even if you have paid the rent.**

If the trial is not scheduled to take place within five business days from the date your landlord files the complaint, s/he may ask for the next month's rent, if the rent becomes due before the

court date. Your landlord must ask for "future rent" in the complaint.

Even if the court enters a judgment against you, you may be able to stop your eviction if you pay the judgment *plus* court costs due. You have up until the time the sheriff/constable arrives at your home and the eviction begins to pay the total amount due. Your landlord does *not* have to stop the eviction if you only make a partial payment.

Foreclosure of Right of Redemption

You may not be able to stop the eviction by paying the judgment if you have too many judgments for non-payment of rent against you. If your landlord has had 3 judgments (4 in Baltimore City) entered against you in the last 12 months, on the 4th judgment (5th in Baltimore City), your landlord may ask the court to "foreclose your right of redemption."

If a 4th judgment (5th in Baltimore City) is entered against you and the judge grants your landlord's request to foreclose the right to redeem, your landlord can evict you *even if you pay the judgment and court costs*. You may avoid having a judgment entered against you that "forecloses your right of redemption" by paying all rent, late fees and court costs owed to the landlord at any time before the court enters the judgment at trial. If you live in public housing or certain types of subsidized housing, your landlord may not be able to foreclose your right of redemption.

For specific guidance in this area contact Maryland Legal Aid or another legal entity.

Late Fees

The landlord may charge you a late fee only if your lease allows the landlord to charge one, and if the late fee is not more than 5% of the rent owed. If the lease calls for a late fee of greater than 5%, it is a prohibited lease provision, and the landlord should not be entitled to any late fee.

Rent Assistance

If you need help paying your rent, you should contact the Department of Social Services, local churches and other charities *before* the court date to see if they can assist you. If you are unable to obtain the full amount of rent, late fees and court costs before your court hearing, you should take your judgment to the Department of Social Services after court and request an emergency grant.

Breach of Lease

In a Breach of Lease action, your landlord sues to evict you claiming you have failed to follow conditions or terms of your lease. For example, your landlord may claim there is someone living in your home who is not listed in the lease or there has been criminal activity in your home.

Before suing you for breach of lease, your landlord must give you 30 days written notice that you are in violation of the lease and ask you to move. (If

the landlord alleges that you or a guest of yours is a clear and imminent danger of doing serious harm to themselves or others, the landlord may give you a 14-day written notice.) Your landlord must prove in court that:

- the lease was breached
- that the breach was serious, and
- that the breach was serious enough that evicting you is an appropriate remedy.

Your landlord may continue to accept rent after you are sent the breach of lease notice and even after the lease ends, if you have not moved. Usually, you must pay rent as long as you live in the unit. If you believe you have a reason for not paying your rent, you should consult an attorney. If a judgment is entered against you, you have to move, even if you have paid the rent.

You may win a breach of lease case if:

- There is no provision in your written lease giving the landlord the right to sue for breach of lease or you don't have a written lease;
- Your landlord did not give you proper notice;
- The alleged lease violation did not happen; or
- The alleged lease violation was not serious and should not result in an eviction. If you live in public or subsidized housing you may have additional protections from eviction and you should contact Maryland Legal Aid or another legal resource if a breach of lease action is filed against you.

Retaliatory Evictions

Maryland has a state law that prohibits retaliatory evictions. Baltimore City, Baltimore County and Montgomery County have their own local retaliatory eviction laws. If you live in one of these jurisdictions, parts of the local law may apply when they are stronger than the state law. In addition, the state has a separate retaliatory eviction law to prohibit retaliation against tenants who have notified the landlord about lead paint poisoning hazards. Each of these laws is slightly different. If you believe your landlord is retaliating against you, you should contact Maryland Legal Aid or another legal resource.

Under the state law, your landlord cannot evict you, arbitrarily increase your rent, or decrease services to which you are entitled because you:

- made a good faith complaint to your landlord or a public agency
- filed a lawsuit against your landlord; or
- are a member or organizer of a tenants' association.

If you took part in one of these three types of activities and your landlord is attempting to evict you on that basis, you may claim as a defense that the eviction is retaliatory. In order to claim this defense, you must have been current on your rent at the time of the retaliatory action or have filed a rent escrow action. You may not claim this defense if you pay rent monthly and your landlord has had more than three judgments entered against you for non-payment of rent in the last

12 months. If you pay rent weekly, you cannot claim this defense if your landlord has obtained a judgment against you for nonpayment of rent five times in the 12 months prior to the beginning of the case, or if you have only lived in the property for six months or less, if the landlord has obtained three judgments. You may not claim this defense if the "retaliatory activity" took place more than six months after you complained to your landlord or did one of the other activities described above. The court can assess damages, attorneys' fees and court costs against you if your claim of retaliation was not in good faith. Likewise, the court may award you damages, attorneys' fees and court costs if you prove retaliatory actions by the landlord.

Post-Judgment Motions and Appeals

If you do not agree with the decision of the court, you may file a motion to alter or amend the judgment, a motion for a new trial or an appeal to the circuit court, but you must act quickly! You have four days to file an appeal in a Non-Payment of Rent case. You have ten days to file an appeal in a Breach of Lease or Tenant Holding Over case.

You should contact Maryland Legal Aid or another legal resource immediately after a judgment has been entered against you if you think you have a reason for filing a post-judgment motion or appeal. An attorney can evaluate your case, explain your options, and help you understand the technical requirements for filing a motion or appeal.

In most cases, if you appeal you will have a new trial in circuit court. If you are a tenant living in public housing or certain types of subsidized housing, your appeal in a breach of lease case will be an "on the record" appeal. This means you must order a transcript of the district court trial and the circuit court will decide the case based on what happened in district court.

Maryland Legal Aid

Maryland Legal Aid is a private, non-profit law firm that provides free civil legal services to Maryland's most vulnerable residents and communities and is dedicated to protecting and advancing human rights for all.

We want you to know your rights!

This brochure is intended to provide general information rather than specific legal advice. While every effort is made to keep this information current, the law sometimes changes. If you have particular legal questions or a pending legal matter, you are strongly encouraged to contact an attorney for legal advice.
You may be eligible for free service from Maryland Legal Aid or a volunteer attorney program.

Maryland Legal Aid

Maryland Legal Aid Offices

Anne Arundel County
229 Hanover Street
Annapolis, MD 21401
(410) 972-2700
(800) 666-8330

Baltimore City
500 E. Lexington Street
Baltimore, MD 21202

Telephone Intake Lines:
(410) 951-7750
(866) MD LAW 4U
(or 866-635-2948)

Business Line:
(410) 951-7777
(800) 999-8904

Baltimore County
29 W. Susquehanna Avenue
Suite 305
Towson, MD 21204
(410) 427-1800
(877) 878-5920

Lower Eastern Shore
Dorchester, Somerset,
Wicomico, Worcester
111 High Street
Salisbury, MD 21801
(410) 546-5511
(800) 444-4099

Metropolitan Maryland
Howard, Prince George's
8401 Corporate Drive
Suite 200
Landover, MD 20785
(301) 560-2100
(888) 215-5316

District Court/
Multi-service Center
3451 Court House Drive
2nd Floor
Ellicott City, MD 21043
(410) 480-1057

Midwestern Maryland
Carroll, Frederick, Washington
22 S. Market Street
Suite 11
Frederick, MD 21701
(301) 694-7414
(800) 679-8813

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

Northeastern Maryland
Cecil, Harford
103 S. Hickory Avenue
Bel Air, MD 21014
(410) 836-8202
(800) 444-9529

Southern Maryland
Calvert, Charles, St. Mary's
15364 Prince Frederick Road
P.O. Box 249
Hughesville, MD 20637
(301) 932-6661
(877) 310-1810

Upper Eastern Shore
Caroline, Kent,
Queen Anne's, Talbot
106 N. Washington Street
Suite 101
Easton, MD 21601
(410) 763-9676
(800) 477-2543

Western Maryland
Allegany, Garrett
110 Greene Street
Cumberland, MD 21502
(301) 777-7474
(866) 389-5243

District Court Self-Help Resource Centers
(410) 260-1392

Annapolis (call center only)

Glen Burnie
7500 Gov. Ritchie Highway
Room 206
Glen Burnie, MD 21061

Salisbury
201 Baptist Street
Salisbury, MD 21801

Upper Marlboro
14735 Main Street
Upper Marlboro, MD 20772

Statewide

Farmworker Program
(800) 444-4099

Foreclosure Legal Assistance Project
(888) 213-3320

Long Term Care Assistance Project
(866) 635-2948

Maryland Senior Legal Helpline
(866) 635-2948

Veterans' Hotline
(443) 863-4040

TTY Users: Call Maryland Relay, Dial 7-1-1

Visit **www.peoples-law.org** for self-help legal information and community resources.

For more information visit **www.mdlab.org.**

Rev. 11.2016