

This flyer is produced by the Public Justice Center and is intended to provide information only. Individuals needing legal advice or considering taking any action should consult with an attorney.

TOP 10 TENANT'S RIGHTS IN MARYLAND

- 1. Right To Complain Without Retaliation.** No landlord may increase the rent, decrease services, evict or threaten to evict a tenant because that tenant made a good faith complaint to the landlord about unhealthy housing conditions, violations of law or the lease, has filed or participated in a lawsuit against the landlord or has participated in any tenants' organization. Note: Under current law, a landlord may refuse to renew a one-year lease or longer for any reason, including retaliation EXCEPT for certain government-subsidized tenants. Talk to an attorney for more information.
- 2. Right to Return of Security Deposit Minus Damages.** Tenants have the right to the return of the security deposit plus interest at the rate specified in Maryland's security deposit law, minus deductions for damages caused by the tenant within 45 days of moving. Damages do not include "ordinary wear and tear." You may ask in a writing sent to the landlord by certified mail to be present for an inspection when you move out and inform the landlord of your new address. If the landlord does not return the deposit, you may sue in small claims court for triple damages and costs.
- 3. Right to Safe, Healthy Housing and Rent Escrow.** If your landlord is responsible for making repairs on the property and fails to timely make repairs to conditions that threaten your life, health and safety after you gave the landlord notice of the problems, you may file an action for rent escrow in the district court. You may ask the Court to reduce the amount of rent you owe and pay your money into court until the repairs are made. Always consult an attorney if possible for help filling out the complaint or withholding your rent.
- 4. Right to Redeem If You Are Late on the Rent.** If you are late on the rent and even if the court grants the landlord a rent judgment, you have the right to pay off the amount of rent and court costs by cash or money order before the eviction actually starts. Note: If you have 3 or more rent judgments (4 or more in Balt. City) in a twelve-month period, the landlord can ask the Court to "foreclose" your right to redeem, which means that you lose your right to "pay and stay", and you will be evicted.
- 5. Right to Court Process Before Any Eviction.** A landlord may not evict you or threaten to evict you without going to court, obtaining a judgment, and having the Sheriff present for a scheduled eviction. In Baltimore City and some other counties, any landlord who attempts to evict a tenant without court process is committing a crime and may be liable to the tenant for money damages. Do not be intimidated! Even if you have settled a dispute with the landlord, always show up in Court for any scheduled hearing. In failure to pay rent cases in Baltimore City, the landlord must mail to the tenant 14 days notice and post 7 days notice of the scheduled eviction date. On the eviction date, you will likely be locked out of the property, and any property still inside the unit is considered abandoned and may be taken by the landlord.
- 6. Late Fees Cannot Exceed 5%. No Other Fees or Damages May Be Collected In Rent Court.** Your landlord may not charge you more than 5% of monthly rent due for a late fee. Also, the landlord may only collect rent, late fees, and court costs in rent court—not other types of fees and damages.
- 7. Right to Lease Survival in Foreclosure.** If your landlord faces foreclosure, do not panic. Most leases transfer automatically to the foreclosure sale purchaser. The purchaser has an obligation to contact the tenant about payment of rent and make any repairs to the property. Talk with an attorney about exceptions to this law.

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8. **Right to 30-Days (or 60 Days in Balt. City) Notice to Terminate for Month-to-Month Tenants.** To terminate a month-to-month lease, the landlord must give the tenant at least 30 days notice to vacate, 60 days in Baltimore City, before the end of a monthly lease term. Only after the end of that notice period may the landlord go to court and seek a "Tenant Holding Over" eviction.

9. **Right To a Written Lease That You Can Negotiate And Rent Receipts.** Landlords who offer a lease for a year or longer or landlords who own five or more rental units must offer a written lease in Maryland. You can always negotiate to change the terms of the lease before you accept it. You have the right to a copy of the lease and the right to demand rent receipts. ALWAYS get a rent receipt for every payment, and get a separate receipt for any money order payment. This is your evidence that you paid the rent.

10. **Right to Continue Leasing on a Month-to-Month Basis After Term Lease Expires.** If you continue renting the property from the landlord after your one year or other term lease expires, you still have a valid lease. You are leasing the property on a month-to-month basis under the same terms as the expired lease.

REFERRALS

Legal Assistance

Maryland Legal Aid Bureau

1-800-999-8904 (Balt. City and other counties)

1-888-215-5316 (Prince George's Co.)

www.mdlab.org

Public Justice Center

410-625-9409

1-877-625-9409

www.publicjustice.org

Maryland Volunteer Lawyers Service

410-547-6537

1-800-510-0050

www.mvlslaw.org

Homeless Persons Representation Project

(for Sec.8 and other subsidized housing)

410-685-6589

1-800-733-4340

www.hprplaw.org

Maryland Attorney General

Consumer Protection Division

410-528-8662

Civil Justice, Inc.

410-706-0174

<http://www.civiljusticenetwork.org>

Housing Relocation Assistance

DHCD's Housing Locator Service

1-877-428-8844

www.mdhousingsearch.org

Maryland Department of Human Resources

www.dhr.state.md.us/transit/

First Call for Help

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410-685-0525

1-800-492-0618