§8–101.
A transferee of the reversion in leased property or of the rent has the same remedies by entry, action, or otherwise for nonperformance of any condition or agreement contained in the lease, as the original landlord would have had if the reversion or rent had remained in the original landlord. A transferee of the reversion in leased property is subject to the same remedies, by action or otherwise, for nonperformance of any agreement contained in the lease, as the original landlord. This section applies to any transferee of a reversion in leased property, by voluntary grant or operation of law.

§8–102.
If the reversion of any leased premises merges in any other estate, the person entitled to the estate into which the reversion merges has the same remedy against the tenant for nonpayment of rent or other forfeiture, or for not performing conditions, covenants, or agreements, as the person entitled to the reversion would have had if the reversion had not merged.

§8–103.
There is no merger by reason of any grant by way of mortgage or assignment of mortgage from the tenant of any property leased for a term of years, to the landlord of the property, whether by original or sublease, and the same rights and remedies exist as if the grantee in the grant had no other interest or estate in the property than the one granted.

§8–104.
Any grant of a nonpossessory corporeal estate is valid and effective without the attornment of the tenant in possession. However, any payment of rent by the tenant to the grantor of the grant prior to actual notice of the grant is an effective discharge of liability for the rent.

§8–105.
If the effect of any provision of a lease is to indemnify the landlord, hold the landlord harmless, or preclude or exonerate the landlord from any liability to the tenant, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of the landlord on or about the leased premises or any elevators, stairways, hallways, or other appurtenances used in connection with them, and not within the exclusive control of the tenant, the provision is considered to be against public policy and void. An insurer may not claim a right of subrogation by reason of the invalidity of the provision.

§8–106.
If a landlord, having only an estate for life, dies on or before the day on which the rent that has been earned is payable and the landlord’s death terminates the leasehold estate, the landlord’s personal representative may recover from the tenant the full amount of the rent if death occurs on the day the rent is payable or a proportionate share of the rent if death occurs before this day.

§8–107.
If there is no demand or payment for more than 20 consecutive years of any
specific rent reserved out of a particular property or any part of a particular property under any form of lease, the rent conclusively is presumed to be extinguished and the landlord may not set up any claim for the rent or to the reversion in the property out of which it issued. The landlord also may not institute any suit, action, or proceeding to recover the rent or the property. However, if the landlord is under any legal disability when the period of 20 years of nondemand or nonpayment expires, the landlord has two years after the removal of the disability within which to assert the landlord’s rights.

§8–108.
(a) A court may enter judgment for the renewal of a lease that contains a covenant for renewal, including a lease for 99 years, renewable forever.
(b) A judgment for renewal of a lease is binding on each person who becomes a party to the action or has been served with process in accordance with Maryland Rule 2-122 and renews the title of all persons interested under the lease for the additional term, under the rent, and upon the covenants, conditions, and stipulations provided in the lease.
(c) A judgment for the renewal of a lease shall be recorded among the land records of each county in which land that is subject to the lease is located.

§8–109.
Uninterrupted possession for 12 months after the expiration of the lease containing a covenant for perpetual renewal of all or part of the leased premises by the tenant or any person claiming under the tenant operates as a renewal with respect to the entire premises. It conclusively is presumed in reference to the whole or any part of the leased premises, of which possession is retained, and in favor of the tenant or of the person claiming under the tenant, that a new lease of the whole of the leased premises was executed prior to the expiration of the lease by the landlord named in it, or by the person rightfully claiming under the landlord, to the tenant, or the person rightfully claiming under the tenant for the additional term under the rent and on the covenants, conditions, and stipulations as were provided in the lease.

§8–111.
If a tenant named in a lease or an assignee of a lease applies to the tenant’s landlord for a renewal under a covenant in the lease giving the tenant the right to renewal, and if the tenant cannot produce vouchers or satisfactory evidence showing payment of rent accrued for three years next preceding the tenant’s demand and application, the landlord, before executing the renewal of the lease or causing it to be executed, is entitled to demand and recover not more than three years’ back rent, in addition to any renewal fine that may be provided for in the lease. The tenant may plead this section in bar of the recovery of any larger amount of rent.

§8–112.
If the improvements on property rented for a term of not more than seven years become untenanted by reason of fire or unavoidable accident, the tenancy terminates, and all liability for rent ceases on payment proportionately to the day of fire or unavoidable accident.

§8–113.
A covenant or promise by the tenant to leave, restore, surrender, or yield the leased premises in good repair does not bind the tenant to erect any similar building
or pay for any building destroyed by fire or otherwise without negligence or fault on
the tenant’s part.
§8–114.
The right of a tenant to remove fixtures erected by the tenant is not lost or
impaired by the tenant’s acceptance of a subsequent lease of the same premises
without any intermediate surrender of possession.
§8–115.
(a) If a share of growing crops is reserved as rent, the rent reserved is a lien
on the crops.
(b) In Calvert, Charles, Prince George’s, St. Mary’s, and Worcester counties,
if a share of growing crops is reserved as rent, or advances by the landlord are made
on the faith of the crops to be grown, the reserved rent and advances made are a lien
on the crops. However, the contract making the advances shall be written and
executed by the landlord and tenant.
(c) Any lien provided for by this section is not divested by sale by the tenant,
the personal representative of a deceased tenant, by the assignment of the tenant in
bankruptcy or insolvency, or by process of law.
§8–116.
(a) If tobacco is grown on leased property and the tenant fails to make
reasonable progress within six months from September 1 to strip and place the
tobacco on the market, the landlord may strip, pack, ship, and sell at the tenant’s
expense any time after March 1, tobacco grown on the leased premises by the tenant
in any previous year. All expenses paid by the landlord in the stripping, packing,
shipment, or sale shall be a first and prior lien on the tobacco and the proceeds of the
sale, notwithstanding any other agreement or obligation of the tenant or provision of
law.
(b) A tenant or the tenant’s agent, who interferes, directly or indirectly with
the stripping, packing, shipment, or sale of tobacco by the landlord, is guilty of a
misdemeanor and, on conviction, is subject to a fine of not less than $100 or by
imprisonment for not less than 90 days nor more than six months, or both.
§8–117.
(a) If a propane gas container with a total capacity of 25 gallons or more is
placed on land, whether aboveground or underground, by a person other than the
owner of the land under a lease or bailment between the landowner and the person
placing the container on the land, the container is movable property during the term
of the lease or bailment.
(b) During the term of the lease or bailment, the ownership of the container:
(1) Is not affected by the public or private sale of the land on which
it is placed; and
(2) Is not subordinate to the rights of any purchaser of the land at
the sale.
§8–118.
(a) In an action under § 8-401, § 8-402, or § 8-402.1 of this title in which a
party demands a jury trial, the District Court immediately shall enter an order
directing the tenant or anyone holding under the tenant to pay all rents as they come
due during the pendency of the action, as prescribed in subsection (b) of this section.
The order shall require the rent to be paid as and when due under the lease starting with the next rent due date after the action was filed.

(b) The District Court shall order that the rents be paid:
(1) Into the registry of an escrow account of:
   (i) The clerk of the circuit court; or
   (ii) If directed by the District Court, an administrative agency of the county which is empowered by local law to hold rents in escrow pending investigation and disposition of complaints by tenants; or
(2) To the landlord if both the tenant and landlord agree or at the discretion of the District Court.

(c) (1) In an action under § 8-401, § 8-402, or § 8-402.1 of this title, if the tenant or anyone holding under the tenant fails to pay rent as it comes due pursuant to the terms of the order, the circuit court, on motion of the landlord and certification of the clerk, the landlord, or agency of the status of the delinquent account, shall conduct a hearing within 30 days.
(2) The District Court’s escrow order and the clerk’s certification are presumed to be valid.
(3) The tenant may dispute the validity or terms of the District Court’s escrow order or raise any other defense to the tenant’s alleged noncompliance with the order.
(4) If the circuit court determines that the failure to pay is without legal justification, the court may treat the tenant’s demand for jury trial as waived, and can either immediately conduct a nonjury trial or set the matter for a future nonjury trial on the merits of the landlord’s claim.

(d) Upon final disposition of the action, the circuit court shall order distribution of the rent escrow account in accordance with the judgment. If no judgment is entered, the circuit court shall order distribution to the party entitled to the rent escrow account after hearing.

§8–118.1.

(a) (1) In an action under § 14–132 of this article in which a party demands a jury trial, the District Court immediately shall enter an order directing the person or entity in possession to pay the monthly fair rental value of the premises that is subject to the action, or such other amount as the court may determine is proper, starting as of the date the action was filed, as required in subsection (b) of this section.
(2) The order shall require the amount determined by the court to be paid within 5 days of the date of the order.
(b) The District Court shall order that the amount determined by the court be paid:
(1) Into the registry of an escrow account of the clerk of the circuit court; or
(2) To the plaintiff if both the defendant and the plaintiff agree or at the discretion of the District Court.

c (1) If the person or entity fails to pay under the terms of the order, the circuit court, on motion of the person or entity claiming possession and certification of the clerk or the plaintiff, if the payment is made to the plaintiff, of the
status of the account, shall conduct a hearing within 30 days.
(2) The District Court’s escrow order and the clerk’s certification are presumed to be valid.
(3) The person or entity in possession may dispute the validity or terms of the District Court’s escrow order or raise any other defense to the person’s alleged noncompliance with the order.
(d) (1) If the circuit court determines that the failure to pay is without legal justification, the court may treat the person or entity in possession’s demand for jury trial as waived, and can immediately conduct a nonjury trial or set the matter for a future nonjury trial on the merits of the claim of the person or entity claiming possession.
(2) If the circuit court, on motion, determines that either party is entitled to possession as a matter of law, the court shall enter a judgment in favor of that party for possession of the property and for any other appropriate relief.
(e) (1) Upon final disposition of the action, the circuit court shall order distribution of the escrow account in accordance with the judgment.
(2) If no judgment is entered, the circuit court shall order distribution to the party entitled to the escrow account after hearing.
§8–201.
(a) This subtitle is applicable only to residential leases unless otherwise provided.
(b) This subtitle does not apply to a tenancy arising after the sale of owneroccupied residential property where the seller and purchaser agree that the seller may remain in possession of the property for a period of not more than 60 days after the settlement.
§8–202.
(a) For the purposes of this section, a “lease option agreement” means any clause in a lease agreement or separate document that confers on the tenant some power, either qualified or unqualified, to purchase the landlord’s interest in the property.
(b) (1) A lease option agreement to purchase improved residential property, with or without a ground rent:
(i) If executed after July 1, 1971, shall contain the following statement in capital letters: “THIS IS NOT A CONTRACT TO BUY.”; and
(ii) If executed on or after July 1, 2018, shall also contain the following statement in capital letters and in close proximity to the tenant’s signature line:
“THIS AGREEMENT IS AN INTEGRAL PART OF YOUR LEASE AND IS GOVERNED BY TITLE 8 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND A TENANT OR PROSPECTIVE TENANT SHALL HAVE ALL APPLICABLE RIGHTS AND REMEDIES PROVIDED UNDER THAT TITLE.”.
(2) In addition, the agreement shall contain a clear statement of its purpose and effect with respect to the ultimate purchase of the property which is the subject of the lease option.
(c) If a lease option agreement fails to comply with subsection (b) of this
section and is otherwise enforceable, the lease, the lease option agreement, or both may be voided at the option of the party that did not draft the lease option agreement. §8–203.

(a) (1) In this section the following words have the meanings indicated.
(2) “Landlord” means a landlord or a prospective landlord.
(3) “Security deposit” means any payment of money, including payment of the last month’s rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings.
(4) “Tenant” means a tenant or a prospective tenant.

(b) (1) A landlord may not impose a security deposit in excess of the equivalent of two months’ rent per dwelling unit, regardless of the number of tenants.
(2) If a landlord charges more than the equivalent of two months’ rent per dwelling unit as a security deposit, the tenant may recover up to threefold the extra amount charged, plus reasonable attorney’s fees.
(3) An action under this section may be brought at any time during the tenancy or within two years after its termination.

(c) (1) The landlord shall give the tenant a receipt for the security deposit as specified in § 8–203.1 of this subtitle.
(2) The receipt shall be included in a written lease.

(d) (1) (i) The landlord shall maintain all security deposits in federally insured financial institutions, as defined in § 1–101 of the Financial Institutions Article, which do business in the State.
(ii) Security deposit accounts shall be maintained in branches of the financial institutions which are located within the State and the accounts shall be devoted exclusively to security deposits and bear interest.
(iii) A security deposit shall be deposited in an account within 30 days after the landlord receives it.
(iv) The aggregate amount of the accounts shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(2) (i) In lieu of the accounts described in paragraph (1) of this subsection, the landlord may hold the security deposits in insured certificates of deposit at branches of federally insured financial institutions, as defined in § 1–101 of the Financial Institutions Article, located in the State or in securities issued by the federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(iii) In the event of sale or transfer of the landlord’s interest in the leased premises, including receivership or bankruptcy, the landlord or the landlord’s estate, but not the managing agent or court appointed receiver, shall remain liable to the tenant and the transferee for maintenance of the security deposit as required by law, and the withholding and return of the security deposit plus interest as required by law, as to all or any portion of the security deposit that the landlord fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable
to the security deposit, if any, and the name and last known address of the tenant
from whom, or on whose behalf, the deposit was received.
(ii) A security deposit under this section may not be attached
by creditors of the landlord or of the tenant.
(4) Any successor in interest is liable to the tenant for failure to
return the security deposit, together with interest, as provided in this section.
(e) (1) Within 45 days after the end of the tenancy, the landlord shall
return the security deposit to the tenant together with simple interest which has
accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business
day of each year, or 1.5% a year, whichever is greater, less any damages rightfully
withheld.
(2) (i) Except as provided in subparagraph (ii) of this paragraph,
interest shall accrue at monthly intervals from the day the tenant gives the landlord
the security deposit. Interest is not compounded.
(ii) No interest is due or payable:
1. Unless the landlord has held the security deposit for
at least 6 months; or
2. For any period less than a full month.
(3) Interest shall be payable only on security deposits of $50 or more.
(4) If the landlord, without a reasonable basis, fails to return any
part of the security deposit, plus accrued interest, within 45 days after the
termination of the tenancy, the tenant has an action of up to threefold of the withheld
amount, plus reasonable attorney’s fees.
(f) (1) (i) The security deposit, or any portion thereof, may be
withheld for unpaid rent, damage due to breach of lease or for damage by the tenant
or the tenant’s family, agents, employees, guests or invitees in excess of ordinary wear
and tear to the leased premises, common areas, major appliances, and furnishings
owned by the landlord.
(ii) The tenant has the right to be present when the landlord
or the landlord’s agent inspects the premises in order to determine if any damage was
done to the premises, if the tenant notifies the landlord by certified mail of the
tenant’s intention to move, the date of moving, and the tenant’s new address.
(iii) The notice to be furnished by the tenant to the landlord
shall be mailed at least 15 days prior to the date of moving.
(iv) Upon receipt of the notice, the landlord shall notify the
tenant by certified mail of the time and date when the premises are to be inspected.
(v) The date of inspection shall occur within five days before
or five days after the date of moving as designated in the tenant’s notice.
(vi) The tenant shall be advised of the tenant’s rights under
this subsection in writing at the time of the tenant’s payment of the security deposit.
(vii) Failure by the landlord to comply with this requirement
forfeits the right of the landlord to withhold any part of the security deposit for
damages.
(2) The security deposit is not liquidated damages and may not be
forfeited to the landlord for breach of the rental agreement, except in the amount that
the landlord is actually damaged by the breach.
(3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant’s term, shall reduce the damages by a like amount.

(g) (1) If any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with a statement of the cost actually incurred.

(2) If the landlord fails to comply with this requirement, the landlord forfeits the right to withhold any part of the security deposit for damages.

(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy.

(2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises.

(ii) The notice shall specify the tenant’s new address.

(iii) The landlord, within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with a statement of the costs actually incurred and shall return to the tenant the security deposit together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld.

(3) (i) If a landlord fails to send the list of damages required by paragraph (2) of this subsection, the right to withhold any part of the security deposit for damages is forfeited.

(ii) If a landlord fails to return the security deposit as required by paragraph (2) of this subsection, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney’s fees.

(4) Except to the extent specified, this subsection may not be interpreted to alter the landlord’s duties under subsections (e) and (g) of this section.

(i) (1) Under this subsection, a landlord:

(i) May not require the tenant to purchase a surety bond; and

(ii) Is not required to consent to the tenant’s purchase of a surety bond.

(2) (i) Instead of paying all or part of a security deposit to a landlord under this section, a tenant may purchase a surety bond to protect the landlord against:

1. Nonpayment of rent;
2. Damage due to breach of lease; or
3. Damage caused by the tenant or the tenant’s family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, or furnishings owned by the landlord.

(ii) A surety shall refund to a tenant any premium or other
charge paid by the tenant in connection with a surety bond if, after the tenant purchases a surety bond, the landlord refuses to accept the surety bond or the tenant does not enter into a lease with the landlord.

(3) (i) The amount of a surety bond purchased instead of a security deposit may not exceed two months’ rent per dwelling unit.
(ii) If a tenant purchases a surety bond and provides a security deposit in accordance with this section, the aggregate amount of both the surety bond and security deposit may not exceed two months’ rent per dwelling unit.
(iii) 1. If a landlord consents to a surety bond but requires the surety bond to be in an amount in excess of two months’ rent, the tenant may recover up to three times the extra amount charged for the surety bond, plus reasonable attorney’s fees.
2. If a landlord consents to both a surety bond and a security deposit but requires the surety bond and the security deposit to be in an aggregate amount in excess of two months’ rent, the tenant may recover up to three times the extra amount charged for the surety bond, plus reasonable attorney’s fees.

(4) Before a tenant purchases a surety bond instead of paying all or part of a security deposit, a surety shall disclose in writing to the tenant that:
(i) Payment for a surety bond is nonrefundable;
(ii) The surety bond is not insurance for the tenant;
(iii) The surety bond is being purchased to protect the landlord against loss due to nonpayment of rent, breach of lease, or damages caused by the tenant;
(iv) The tenant may be required to reimburse the surety for amounts the surety paid to the landlord;
(v) Even after a tenant purchases a surety bond, the tenant is responsible for payment of:
1. All unpaid rent;
2. Damage due to breach of lease; and
3. Damage by the tenant or the tenant’s family, agents, employees, guests, or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, or furnishings owned by the landlord;
(vi) The tenant has the right to pay the damages directly to the landlord or require the landlord to use the tenant’s security deposit, if any, before the landlord makes a claim against the surety bond; and
(vii) If the surety fails to comply with the requirements of this paragraph, the surety forfeits the right to make any claim against the tenant under the surety bond.

(5) (i) A tenant who purchases a surety bond in accordance with this subsection has the right to have the dwelling unit inspected by the landlord in the tenant’s presence for the purpose of making a written list of the damages that exist at the commencement of the tenancy, if the tenant requests an inspection by certified mail within 15 days of the tenant’s occupancy.
(ii) A tenant who provides a surety bond under this subsection shall have all the rights provided under subsection (f)(1)(ii) through (v) of this section.
(iii) The surety or landlord shall deliver to a tenant a copy of
any agreements or documents signed by the tenant at the time of the tenant’s purchase of the surety bond.
(iv) A tenant shall be advised in writing of all of the tenant’s rights under this subsection prior to the purchase of a surety bond.
(6) (i) A surety bond may be used to pay claims by a landlord for:
1. Unpaid rent;
2. Damage due to breach of lease; or
3. Damage by the tenant or the tenant’s family, agents, employees, guests, or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, or furnishings owned by the landlord.
(ii) A surety bond does not represent liquidated damages and may not be used as payment to a landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach.
(iii) Except as provided in subparagraphs (i) and (ii) of this paragraph, a surety may not, directly or indirectly, make any other payment to a landlord.
(7) At least 10 days before a landlord makes a claim against a surety bond subject to this subsection, the landlord shall send to the tenant by first-class mail directed to the last known address of the tenant, a written list of the damages to be claimed and a statement of the costs actually incurred by the landlord.
(8) (i) A tenant shall have the right to pay any damages directly to the landlord or require the landlord to use the tenant’s security deposit, if any, before the landlord makes a claim against the surety bond.
(ii) If a tenant pays any damages directly to the landlord or requires the landlord to use the tenant’s security deposit under subparagraph (i) of this paragraph and the payment fully satisfies the claim, the landlord shall forfeit the right to make a claim under the surety bond for any damages covered by the tenant’s payment or the amount deducted from the tenant’s security deposit in accordance with subparagraph (i) of this paragraph.
(9) (i) The tenant may dispute the landlord’s claim to the surety by sending a written response by first-class mail to the surety within 10 days after receiving the landlord’s claim on the surety.
(ii) If the tenant disputes the claim, the surety may not report the claim to a credit reporting agency prior to obtaining a judgment for the claim against the tenant.
(10) In any proceeding brought by the surety against the tenant on a surety bond under this subsection:
(i) The tenant shall retain all rights and defenses otherwise available in a proceeding between a tenant and a landlord under this section; and
(ii) Damages may only be awarded to the surety to the extent that the tenant would have been liable to the landlord under this section.
(11) (i) If a landlord’s interest in the leased premises is sold or transferred, the new landlord shall accept the tenant’s surety bond and may not require:
1. During the current lease term, an additional security deposit from the tenant; or
2. At any lease renewal, a surety bond or a security deposit from the tenant that, in addition to any existing surety bond or security deposit, is in an aggregate amount in excess of two months’ rent per dwelling unit. (ii) If the aggregate amount described in subparagraph (i)2 of this paragraph is in excess of two months’ rent, the tenant may recover up to three times the extra amount charged, plus reasonable attorney’s fees.

(12) (i) If a landlord fails to comply with the requirements of this subsection, the landlord forfeits the right to make any claim against the surety bond. (ii) If a surety fails to comply with the requirements of this subsection, the surety forfeits the right to make any claim against a tenant under the surety bond.

(13) If a surety, in an action against the tenant, asserts a claim under the surety bond without having a reasonable basis to assert the claim, the court may grant the tenant damages of up to three times the amount claimed plus reasonable attorney’s fees.

(14) A surety bond issued under this subsection may only be issued by an admitted carrier licensed by the Maryland Insurance Administration.

(j) No provision of this section may be waived in any lease.

(k) The Department of Housing and Community Development shall maintain on its Web site:

(1) A list of daily U.S. Treasury yield curve rates for 1 year, as of the first business day of each year, to be used in calculating the interest on a security deposit; or

(2) A customized calculator that calculates the interest due on a security deposit by allowing a user to enter the date that the security deposit was given to the landlord, a tenancy end date, and the amount of the security deposit.

(l) A landlord is entitled to rely on the list of yield curve rates or the customized calculator maintained by the Department of Housing and Community Development under subsection (k) of this section when calculating the interest on a security deposit.

§8–203.1.

(a) A receipt for a security deposit shall notify the tenant of the following:

(1) The right to have the dwelling unit inspected by the landlord in the tenant’s presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the tenant so requests by certified mail within 15 days of the tenant’s occupancy;

(2) The right to be present when the landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the tenant notifies the landlord by certified mail at least 15 days prior to the date of the tenant’s intended move, of the tenant’s intention to move, the date of moving, and the tenant’s new address;

(3) The landlord’s obligation to conduct the inspection within 5 days before or after the tenant’s stated date of intended moving;

(4) The landlord’s obligation to notify the tenant in writing of the date of the inspection;

(5) The tenant’s right to receive, by first–class mail, delivered to the
last known address of the tenant, a written list of the charges against the security deposit claimed by the landlord and the actual costs, within 45 days after the termination of the tenancy;
(6) The obligation of the landlord to return any unused portion of the security deposit, by first-class mail, addressed to the tenant’s last known address within 45 days after the termination of the tenancy; and
(7) A statement that failure of the landlord to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney’s fees.
(b) The landlord shall retain a copy of the receipt for a period of 2 years after the termination of the tenancy, abandonment of the premises, or eviction of the tenant, as the case may be.
(c) The landlord shall be liable to the tenant in the sum of $25 if the landlord fails to provide a written receipt for the security deposit.
§8–204.
(a) This section is applicable only to single or multi-family dwelling units.
(b) A landlord shall assure the tenant that the tenant, peaceably and quietly, may enter on the leased premises at the beginning of the term of any lease.
(c) If the landlord fails to provide the tenant with possession of the dwelling unit at the beginning of the term of any lease, the rent payable under the lease shall abate until possession is delivered. The tenant, on written notice to the landlord before possession is delivered, may terminate, cancel, and rescind the lease.
(d) On termination of the lease under this section, the landlord is liable to the tenant for all money or property given as prepaid rent, deposit, or security.
(e) If the landlord fails to provide the tenant with possession of the dwelling unit at the beginning of the term of any lease, whether or not the lease is terminated under this section, the landlord is liable to the tenant for consequential damages actually suffered by the tenant subsequent to the tenant’s giving notice to the landlord of the tenant’s inability to enter on the leased premises.
(f) The landlord may bring an action of eviction and damages against any tenant holding over after the end of the tenant’s term even though the landlord has entered into a lease with another tenant, and the landlord may join the new tenant as a party to the action.
§8–205.
(a) (1) In Anne Arundel County, unless the tenant makes payment by check or rents the property for commercial or business purposes, if property is leased for any definite term or at will, the landlord shall give the tenant a receipt showing payment and the time period which the payment covers.
(2) On conviction of violating this section, any person or agent shall forfeit the rent for the period in question.
(b) Except as otherwise provided in subsection (a) of this section, the landlord or landlord’s agent shall give the tenant a receipt if the tenant:
(1) Makes payment in cash; or
(2) Requests a receipt.
(c) In addition to any other penalty, the landlord shall be liable to the tenant in the sum of $25 if the landlord fails to provide a written receipt as required
by this section.
§8–205.1.
(a) In this section, “utility service provider” means a public service company
or a unit of State or local government that provides water or sewer utility services.
(b) (1) This section applies only to a landlord of a building that contains
one or two residential dwelling units.
(2) This section does not apply to a landlord that requires a tenant,
under an oral or written lease, to pay water or sewer bills directly to the utility service
provider.
(c) A landlord that requires a tenant to make payments for water or sewer
utility services to the landlord shall:
(1) Use a written lease that provides notice that the tenant is
responsible for making payments for water or sewer utility services to the landlord;
and
(2) Provide a copy of the water or sewer bill to the tenant.
§8–206.
(a) Evictions described in subsection (b) of this section are called
“retaliatory evictions”.
(b) No landlord may evict a tenant of any residential property in
Montgomery County because:
(1) The tenant has filed a complaint against the landlord with any
public agency;
(2) The tenant has filed a lawsuit against the landlord; or
(3) The tenant is a member of any tenants’ organization.
(c) If the judgment is in favor of the tenant in any eviction proceeding for
any of the defenses in subsection (b) of this section, the court may enter judgment for
reasonable attorney fees and court costs against the landlord.
(d) Nothing in this section restricts the authority of Montgomery County to
legislate in the area of landlord–tenant affairs.
(e) In addition to any other remedies provided under this title, Montgomery
County may, by local law, establish authorization for a local agency to invoke
enforcement procedures upon an administrative determination that a proposed
eviction is retaliatory as prohibited by State or local law. These enforcement
procedures may include injunctive or other equitable relief.
§8–207.
(a) The aggrieved party in a breach of a lease has a duty to mitigate
damages if the damages result from the landlord’s or tenant’s:
(1) Failure to supply possession of the dwelling unit;
(2) Failure or refusal to take possession at the beginning of the term;
or
(3) Termination of occupancy before the end of the term.
(b) The provisions of subsection (a) of this section do not impose an
obligation to show or lease the vacated dwelling unit in preference to other available
units.
(c) If a tenant wrongly fails or refuses to take possession of or vacates the
dwelling unit before the end of the tenant’s term, the landlord may sublet the
dwellings unit without prior notice to the tenant in default. The tenant in default is secondarily liable for rent for the term of the tenant’s original agreement in addition to the tenant’s liability for consequential damages resulting from the tenant’s breach, if the landlord gives the tenant prompt notice of any default by the sublessee.

(d) No provision in this section may be waived in any lease.

§8–208.

(a) (1) On or after October 1, 1999, any landlord who offers 5 or more dwelling units for rent in the State may not rent a residential dwelling unit without using a written lease.

(2) If a landlord fails to comply with paragraph (1) of this subsection, the term of the tenancy is presumed to be 1 year from the date of the tenant’s first occupancy unless the tenant elects to end the tenancy at an earlier date by giving 1 month’s written notice.

(b) A landlord who rents using a written lease shall provide, upon written request from any prospective applicant for a lease, a copy of the proposed form of lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the lease or any prior deposit.

(c) A lease shall include:

(1) A statement that the premises will be made available in a condition permitting habitation, with reasonable safety, if that is the agreement, or if that is not the agreement, a statement of the agreement concerning the condition of the premises;

(2) The landlord’s and the tenant’s specific obligations as to heat, gas, electricity, water, and repair of the premises; and

(3) A receipt for the security deposit as specified in § 8–203.1 of this subtitle.

(d) A landlord may not use a lease or form of lease containing any provision that:

(1) Has the tenant authorize any person to confess judgment on a claim arising out of the lease;

(2) Has the tenant agree to waive or to forego any right or remedy provided by applicable law;

(3) (i) Provides for a penalty for the late payment of rent in excess of 5% of the amount of rent due for the rental period for which the payment was delinquent; or

(ii) In the case of leases under which the rent is paid in weekly rental installments, provides for a late penalty of more than $3 per week or a total of no more than $12 per month;

(4) Has the tenant waive the right to a jury trial;

(5) Has the tenant agree to a period required for landlord’s notice to quit which is less than that provided by applicable law; provided, however, that neither party is prohibited from agreeing to a longer notice period than that required by applicable law;

(6) Authorizes the landlord to take possession of the leased premises, or the tenant’s personal property unless the lease has been terminated by action of
the parties or by operation of law, and the personal property has been abandoned by the tenant without the benefit of formal legal process;
(7) Is against public policy and void pursuant to § 8–105 of this title; or
(8) Permits a landlord to commence an eviction proceeding or issue a notice to quit solely as retaliation against any tenant for planning, organizing, or joining a tenant organization with the purpose of negotiating collectively with the landlord.
(e) (1) Except for a lease containing an automatic renewal period of 1 month or less, a lease that contains a provision calling for an automatic renewal of the lease term unless prior notice is given by the party or parties seeking to terminate the lease, shall have the provision distinctly set apart from any other provision of the lease and provide a space for the written acknowledgment of the tenant’s agreement to the automatic renewal provision.
(2) An automatic renewal provision that is not specifically accompanied by either the tenant’s initials, signature, or witnessed mark is unenforceable by the landlord.
(f) No provision of this section shall be deemed to be a bar to the applicability of supplementary rights afforded by any public local law enacted by the General Assembly or any ordinance or local law enacted by any municipality or political subdivision of this State; provided, however, that no such law can diminish or limit any right or remedy granted under the provisions of this section.
(g) (1) Any lease provision which is prohibited by terms of this section shall be unenforceable by the landlord.
(2) If the landlord includes in any lease a provision prohibited by this section or made unenforceable by § 8–105 of this title or § 8–203 of this subtitle, at any time subsequent to July 1, 1975, and tenders a lease containing such a provision or attempts to enforce or makes known to the tenant an intent to enforce any such provision, the tenant may recover any actual damages incurred as a reason thereof, including reasonable attorney’s fees.
(h) If any word, phrase, clause, sentence, or any part or parts of this section shall be held unconstitutional by any court of competent jurisdiction such unconstitutionality shall not affect the validity of the remaining parts of this section. §8–208.1.
(a) (1) For any reason listed in paragraph (2) of this subsection, a landlord of any residential property may not:
(i) Bring or threaten to bring an action for possession against a tenant;
(ii) Arbitrarily increase the rent or decrease the services to which a tenant has been entitled; or
(iii) Terminate a periodic tenancy.
(2) A landlord may not take an action that is listed under paragraph (1) of this subsection for any of the following reasons:
(i) Because the tenant or the tenant’s agent has provided written or actual notice of a good faith complaint about an alleged violation of the lease, violation of law, or condition on the leased premises that is a substantial threat
to the health or safety of occupants to:
1. The landlord; or
2. Any public agency against the landlord;
(ii) Because the tenant or the tenant’s agent has:
1. Filed a lawsuit against the landlord; or
2. Testified or participated in a lawsuit involving the landlord; or
(iii) Because the tenant has participated in any tenants’ organization.
(b) (1) A landlord’s violation of subsection (a) of this section is a “retaliatory action”.
(2) A tenant may raise a retaliatory action of a landlord:
(i) In defense to an action for possession; or
(ii) As an affirmative claim for damages resulting from a retaliatory action of a landlord occurring during a tenancy.
(c) (1) If in any proceeding the court finds in favor of the tenant because the landlord engaged in a retaliatory action, the court may enter judgment against the landlord for damages not to exceed the equivalent of 3 months’ rent, reasonable attorney fees, and court costs.
(2) If in any proceeding the court finds that a tenant’s assertion of a retaliatory action was in bad faith or without substantial justification, the court may enter judgment against the tenant for damages not to exceed the equivalent of 3 months’ rent, reasonable attorney fees, and court costs.
(d) The relief provided under this section is conditioned on the tenant being current on the rent due and owing to the landlord at the time of the alleged retaliatory action, unless the tenant withholds rent in accordance with the lease, § 8–211 of this subtitle, or a comparable local ordinance.
(e) An action by a landlord may not be deemed to be retaliatory for purposes of this section if the alleged retaliatory action occurs more than 6 months after a tenant’s action that is protected under subsection (a)(2) of this section.
(f) As long as a landlord’s termination of a tenancy is not the result of a retaliatory action, nothing in this section may be interpreted to alter the landlord’s or the tenant’s rights to terminate or not renew a tenancy.
(g) If any county has enacted or enacts an ordinance comparable in subject matter to this section, this section shall supersede the provisions of the ordinance to the extent that the ordinance provides less protection to a tenant.
§8–208.2.
(a) Notwithstanding the provisions of § 8-208.1 of this subtitle, a landlord of real property subject to the provisions of Title 6, Subtitle 8 of the Environment Article may not evict or take any other retaliatory action against a tenant primarily as a result of the tenant providing information to the landlord under Title 6, Subtitle 8 of the Environment Article.
(b) For purposes of this section, a retaliatory action includes:
(1) An arbitrary refusal to renew a lease;
(2) Termination of a tenancy;
(3) An arbitrary rent increase or decrease in services to which the
tenant is entitled; or
(4) Any form of constructive eviction.
(c) A tenant subject to an eviction or retaliatory action under this section is entitled to the relief, and is eligible for reasonable attorney’s fees and costs, authorized under § 8-208.1 of this subtitle.
(d) Nothing in this section may be interpreted to alter the landlord’s or the tenant’s rights arising from a breach of any provision of a lease.

§8–208.3.
Every landlord shall maintain a records system showing the dates and amounts of rent paid to the landlord by the tenant or tenants and showing also the fact that a receipt of some form was given to each tenant for each cash payment of rent.

§8–210.
(a) (1) The landlord of any residential rental property shall include in a written lease or post a sign in a conspicuous place on that property listing the name, address, and telephone number of:
(i) The landlord; or
(ii) The person, if any, authorized to accept notice or service of process on behalf of the landlord.
(2) If a landlord fails to comply with paragraph (1) of this subsection, notice or service of process shall be deemed to be proper if the tenant sends notice or service of process by any of the following means:
(i) To the person to whom the rent is paid;
(ii) To the address where the rent is paid; or
(iii) To the address where the tax bill is sent.
(b) (1) This subsection applies only in Montgomery County.
(2) In this subsection, “development” has the meaning provided in § 11B-101 of this article.
(3) (i) Before execution by a tenant of a lease for an initial term of 125 days or more, the owner of any residential rental property within any condominium or development shall provide to the prospective tenant, to the extent applicable, a copy of the rules, declaration, and recorded covenants and restrictions that limit or affect the use and occupancy of the property or common areas and to which the owner is obligated.
(ii) The written lease shall include a statement, if applicable, that the obligations of the owner that limit or affect the use and occupancy of the property are enforceable against the owner’s tenant.

§8–211.
(a) The purpose of this section is to provide tenants with a mechanism for encouraging the repair of serious and dangerous defects which exist within or as part of any residential dwelling unit, or upon the property used in common of which the dwelling unit forms a part. The defects sought to be reached by this section are those which present a substantial and serious threat of danger to the life, health and safety of the occupants of the dwelling unit, and not those which merely impair the aesthetic value of the premises, or which are, in those locations governed by such codes, housing code violations of a nondangerous nature. The intent of this section is not to provide
a remedy for dangerous conditions in the community at large which exists apart from
the leased premises or the property in common of which the leased premises forms a
part.
(b) It is the public policy of Maryland that meaningful sanctions be imposed
upon those who allow dangerous conditions and defects to exist in leased premises,
and that an effective mechanism be established for repairing these conditions and
halting their creation.
(c) This section applies to residential dwelling units leased for the purpose
of human habitation within the State of Maryland. This section does not apply to
farm tenancies.
(d) This section applies to all applicable dwelling units whether they are (1)
publicly or privately owned or (2) single or multiple units.
(e) This section provides a remedy and imposes an obligation upon
landlords to repair and eliminate conditions and defects which constitute, or if not
promptly corrected will constitute, a fire hazard or a serious and substantial threat
to the life, health or safety of occupants, including, but not limited to:
(1) Lack of heat, light, electricity, or hot or cold running water, except
where the tenant is responsible for the payment of the utilities and the lack thereof
is the direct result of the tenant’s failure to pay the charges;
(2) Lack of adequate sewage disposal facilities;
(3) Infestation of rodents in two or more dwelling units;
(4) The existence of any structural defect which presents a serious
and substantial threat to the physical safety of the occupants; or
(5) The existence of any condition which presents a health or fire
hazard to the dwelling unit.
(f) This section does not provide a remedy for the landlord’s failure to repair
and eliminate minor defects or, in those locations governed by such codes, housing
code violations of a nondangerous nature. There is a rebuttable presumption that the
following conditions, when they do not present a serious and substantial threat to the
life, health and safety of the occupants, are not covered by this section:
(1) Any defect which merely reduces the aesthetic value of the leased
premises, such as the lack of fresh paint, rugs, carpets, paneling or other decorative
amenities;
(2) Small cracks in the walls, floors or ceilings;
(3) The absence of linoleum or tile upon the floors, provided that they
are otherwise safe and structurally sound; or
(4) The absence of air conditioning.
(g) In order to employ the remedies provided by this section, the tenant
shall notify the landlord of the existence of the defects or conditions. Notice shall be
given by (1) a written communication sent by certified mail listing the asserted
conditions or defects, or (2) actual notice of the defects or conditions, or (3) a written
violation, condemnation or other notice from an appropriate State, county, municipal
or local government agency stating the asserted conditions or defects.
(h) The landlord has a reasonable time after receipt of notice in which to
make the repairs or correct the conditions. The length of time deemed to be
reasonable is a question of fact for the court, taking into account the severity of the
defects or conditions and the danger which they present to the occupants. There is a
rebuttable presumption that a period in excess of 30 days from receipt of notice is
unreasonable.
(i) If the landlord refuses to make the repairs or correct the conditions, or
if after a reasonable time the landlord has failed to do so, the tenant may bring an
action of rent escrow to pay rent into court because of the asserted defects or
conditions, or the tenant may refuse to pay rent and raise the existence of the asserted
defects or conditions as an affirmative defense to an action for distress for rent or to
any complaint proceeding brought by the landlord to recover rent or the possession of
the leased premises.
(j) (1) Whether the issue of rent escrow is raised affirmatively or
defensively, the tenant may request one or more of the forms of relief set forth in this
section.
(2) In addition to any other relief sought, if within 90 days after the
court finds that the conditions complained of by the tenant exist the landlord has not
made the repairs or corrected the conditions complained of, the tenant may file a
petition of injunction in the District Court requesting the court to order the landlord
to make the repairs or correct the conditions.
(k) Relief under this section is condi-
tioned upon:
(1) Giving proper notice, and where appropriate, the opportunity to
correct, as described by subsection (h) of this section.
(2) Payment by the tenant, into court, of the amount of rent required
by the lease, unless this amount is modified by the court as provided in subsection
(m) of this section.
(3) In the case of tenancies measured by a period of one month or
more, the court having not entered against the tenant 3 prior judgments of possession
for rent due and unpaid in the 12–month period immediately prior to the initiation of
the action by the tenant or by the landlord.
(4) In the case of periodic tenancies measured by the weekly payment
of rent, the court having not entered against the tenant more than 5 judgments of
possession for rent due and unpaid in the 12–month period immediately prior to the
initiation of the action by the tenant or by the landlord, or, if the tenant has lived on
the premises six months or less, the court having not entered against the tenant 3
judgments of possession for rent due and unpaid.
(l) It is a sufficient defense to the allegations of the tenant that the tenant,
the tenant’s family, agent, employees, or assignees or social guests have caused the
asserted defects or conditions, or that the landlord or the landlord’s agents were
denied reasonable and appropriate entry for the purpose of correcting or repairing
the asserted conditions or defects.
(m) The court shall make appropriate findings of fact and make any order
that the justice of the case may require, including any one or a combination of the
following:
(1) Order the termination of the lease and return of the leased
premises to the landlord, subject to the tenant’s right of redemption;
(2) Order that the action for rent escrow be dismissed;
(3) Order that the amount of rent required by the lease, whether paid
into court or to the landlord, be abated and reduced in an amount determined by the court to be fair and equitable to represent the existence of the conditions or defects found by the court to exist; or
(4) Order the landlord to make the repairs or correct the conditions complained of by the tenant and found by the court to exist.
(n) After rent escrow has been established, the court:
(1) Shall, after a hearing, if so ordered by the court or one is requested by the landlord, order that the money in the escrow account be disbursed to the landlord after the necessary repairs have been made;
(2) May, after an appropriate hearing, order that some or all money in the escrow account be disbursed to the landlord or the landlord’s agent, the tenant or the tenant’s agent, or any other appropriate person or agency for the purpose of making the necessary repairs of the dangerous conditions or defects;
(3) May, after a hearing if one is requested by the landlord, appoint a special administrator who shall cause the repairs to be made, and who shall apply to the court to pay for them out of the money in the escrow account;
(4) May, after an appropriate hearing, order that some or all money in the escrow account be disbursed to pay any mortgage or deed of trust on the property in order to stay a foreclosure;
(5) May, after a hearing, if one is requested by the tenant, order, if no repairs are made or if no good faith effort to repair is made within six months of the initial decision to place money in the escrow account, that the money in the escrow account be disbursed to the tenant. Such an order will not discharge the right on the part of the tenant to pay rent into court and an appeal will stay the forfeiture; or
(6) May, after an appropriate hearing, order that the money in the escrow account be disbursed to the landlord if the tenant does not regularly pay, into that account, the rent owed.
(o) Except as provided in § 8–211.1(e) of this subtitle, in the event any county or Baltimore City is subject to a public local law or has enacted an ordinance or ordinances comparable in subject matter to this section, commonly referred to as a “ Rent Escrow Law ”, any such ordinance or ordinances shall supersede the provisions of this section.
§8–211.1.
(a) Notwithstanding any provision of law or any agreement, whether written or oral, if a landlord fails to comply with the applicable risk reduction standard under § 6–815 or § 6–819 of the Environment Article, the tenant may deposit the tenant’s rent in an escrow account with the clerk of the District Court for the district in which the premises are located.
(b) The right of a tenant to deposit rent in an escrow account does not preclude the tenant from pursuing any other right or remedy available to the tenant at law or equity and is in addition to them.
(c) Money deposited in an escrow account shall be released under the following terms and conditions:
(1) To the lessor upon compliance by the lessor with the applicable risk reduction standard; or
(2) To the lessee or any other person who has complied with the applicable risk reduction standard on presentation of a bill for the reasonable costs of complying with the applicable risk reduction standard.

(d) A lessee may not be evicted, the tenancy may not be terminated, and the rent may not be raised for a lessee who elects to seek the remedies under this section. It shall be presumed that any attempt to evict the lessee, to terminate the tenancy, or to raise the rent, except for nonpayment of rent, within two months after compliance with the applicable risk reduction standard is in retaliation for the lessee’s proceeding under this section and shall be void.

(e) This section shall preempt any public local law or ordinance concerning the deposit of rent into an escrow account based upon the existence of paint containing lead pigment on surfaces in or on a rental dwelling unit in the State and disposition of that rent.

§8–212.1.

(a) In this section, “change of assignment” includes:

1. Permanent change of station orders;
2. Temporary duty orders for a period exceeding 90 days;
3. Orders requiring a person to move into quarters located on a military installation; and
4. A release from active duty, including:
   (i) Retirement;
   (ii) Separation or discharge under honorable conditions; and
   (iii) Demobilization of an activated reservist or a member of the National Guard who was serving on active duty orders for at least 180 consecutive days.

(b) Notwithstanding any other provision of this title, if a person who is on active duty with the United States military, or the person’s spouse, enters into a residential lease of property and the person subsequently receives a change of assignment, before or after occupying the property, any liability of the person, or the person’s spouse, for rent under the lease may not exceed:

1. Any rent or lawful charges then due and payable plus 30 days’ rent after written notice and proof of the change of assignment is given to the landlord; and
2. The cost of repairing damage to the premises caused by an act or omission of the tenant.

§8–212.2.

(a) This section does not apply to a tenant under a residential lease that contains a liquidated damages clause or early termination clause that:

1. Requires written notice to vacate of 1 month or less; and
2. Imposes liability for rent less than or equal to 2 months’ rent after the date on which the tenant vacates the leased premises.

(b) Subject to subsection (a) of this section and notwithstanding any other provision of this title, if a tenant under a residential lease meets the conditions set forth in subsection (c) of this section, the tenant’s liability for rent under the lease may not exceed 2 months’ rent after the date on which the tenant vacates the leased premises.
(c) To qualify for the limitation of liability under subsection (b) of this section, the tenant shall provide to the landlord before the tenant vacates the leased premises:

(1) Subject to the provisions of subsection (d) of this section, a written certification from a physician regarding an individual who is a named party in, or an authorized occupant under the terms of, the lease that states in substantially the following form:

   “I, (name of physician), hereby certify that my patient, (name of patient), is no longer able to live at his or her leased premises, (address of leased premises), because the patient has a medical condition that:
   (1) Substantially restricts the physical mobility of the patient within, or from entering and exiting, the leased premises; or
   (2) Requires the patient to move to a home, facility, or institution to obtain a higher level of care than can be provided at the leased premises.

I certify further that the expected duration of the patient’s medical condition will continue beyond the termination date of the patient’s lease, which the patient states is (termination date of lease).”

   ; and

(2) A written notice of the termination of the lease stating the date by when the tenant will vacate the leased premises.

(d) A certification that is provided to a landlord under subsection (c)(1) of this section shall be:

(1) Written by a physician who is licensed by the State Board of Physicians to practice medicine in the State under Title 14 of the Health Occupations Article;

(2) Prepared on the letterhead or printed prescription form of the physician; and

(3) Signed by the physician.

§8–212.3.

(a) (1) In this section the following words have the meanings indicated.

(2) “Affected dwelling unit” has the meaning stated in § 7–309 of the Public Utilities Article.

(3) “Landlord” has the meaning stated in § 7–309 of the Public Utilities Article.

(4) “Tenant” has the meaning stated in § 7–309 of the Public Utilities Article.

(5) “Utility service” has the meaning stated in § 7–309 of the Public Utilities Article.

(6) “Utility service provider” has the meaning stated in § 7–309 of the Public Utilities Article.

(b) A tenant may deduct from rent due to a landlord the amount of payments made to a utility service provider for utility service if:

(1) An oral or written lease for an affected dwelling unit requires the landlord to pay the utility bill; and

(2) (i) The tenant pays all or part of the utility bill, including payments made on a new utility service account; or

(ii) The tenant pays any security deposit required to obtain a
new utility service account.
(c) A tenant’s rights under this section may not be waived in any lease.
§8–213.
(a) An application for a lease shall contain a statement which explains:
(1) The liabilities which the tenant incurs upon signing the
application; and
(2) The provisions of subsections (b) and (c) of this section.
(b) (1) (i) If a landlord requires from a prospective tenant any fees
other than a security deposit as defined by § 8-203(a) of this subtitle, and these fees
exceed $25, then the landlord shall return the fees, subject to the exceptions below,
or be liable for twice the amount of the fees in damages.
(ii) The return shall be made not later than 15 days following
the date of occupancy or the written communication, by either party to the other, of
a decision that no tenancy shall occur.
(2) The landlord may retain only that portion of the fees actually
expended for a credit check or other expenses arising out of the application, and shall
return that portion of the fees not actually expended on behalf of the tenant making
application.
(c) This section does not apply
to any landlord who offers four or less
dwelling units for rent on one parcel of property or at one location, or to seasonal or
condominium rentals.
§8–214.
(a) (1) In this section the following words have the meanings indicated.
(2) “ Elderly person” means an individual who is 60 years old or older.
(3) “ Landlord” means an owner of residential rental property who
offers more than 3 dwelling units for rent on 1 parcel of property or at 1 location.
(b) This section applies only to Montgomery County.
(c) If a tenant is an elderly person, a landlord may not prohibit the tenant
from keeping a household pet, unless specifically prohibited in writing at the time
occupancy took place.
(d) A tenant is liable for any damage done to the premises by the tenant’s
pet.
(e) A landlord may establish reasonable rules governing the type, size, and
number of pets allowed, disposal of pet waste, and aspects of pet conduct and pet
control related to protection of the health and safety of other tenants and the property
of the landlord.
§8–215.
(a) In this section, “ affected property” and “ owner” have the meanings
stated in § 6–801 of the Environment Article.
(b) (1) If an owner of an affected property fails to comply with the
applicable risk reduction standard under § 6–815 or § 6–819 of the Environment
Article, the owner, on the written request of the tenant, shall:
(i) Immediately release the tenant from the terms of the lease
or rental agreement for that property; and
(ii) Pay to the tenant all reasonable relocation expenses, not to
exceed $2,500, directly related to the permanent relocation of the tenant to a lead–
free dwelling unit or another dwelling unit that has satisfied the risk reduction standard in accordance with § 6–815 of the Environment Article.

(2) A tenant’s written request to the landlord under paragraph (1) of this subsection shall include any risk reduction certification information provided by the Department of the Environment.

(3) Within 3 business days of receipt of a tenant’s written request under paragraph (1) of this subsection, an owner may provide to the tenant:
(i) A current and valid risk reduction certificate;
(ii) A lead-free certificate;
(iii) A statement of verification by the owner and tenant of work performed in accordance with § 6–819(g) of the Environment Article for the affected property; or
(iv) The final report of an inspector verifying that work was performed on the affected property in accordance with § 6–819(g) of the Environment Article.

(c) (1) If an owner fails to provide information in accordance with subsection (b)(3) of this section or to comply with the tenant’s written request under subsection (b)(1) of this section within 3 business days of receipt of the request, the tenant may bring an action in District Court for:
(i) Lease termination;
(ii) Reimbursement of reasonable relocation expenses; and
(iii) Reasonable attorney’s fees.

(2) A tenant does not have a cause of action under this subsection if the owner of an affected property provides information in accordance with subsection (b)(3) of this section.

(d) The right of a tenant to request release in accordance with subsection (b) of this section does not preclude the tenant from pursuing any other right or remedy available to the tenant at law or equity and is in addition to them.

(e) Any action or inaction of the owner of an affected property or tenant under this section or any finding in a proceeding under this section may not be construed to have any effect on:
(1) Any civil action; or
(2) Any administrative proceeding brought under this title or Title 6 of the Environment Article.

§8–216.

(a) (1) In this section the following words have the meanings indicated.

(2) “Threaten to take possession” means using words or actions intended to convince a reasonable person that the landlord intends to take imminent possession of the property in violation of this section.

(3) (i) “Willful diminution of services” means intentionally interrupting or causing the interruption of heat, running water, hot water, electricity, or gas by the landlord for the purpose of forcing a tenant to abandon the property.

(ii) “Willful diminution of services” does not include a landlord choosing not to continue to pay for utility service for residential property after a final court order awarding possession of the residential property, if the landlord has provided the tenant reasonable notice of the landlord’s intention and the opportunity
for the tenant to open an account in the tenant’s name for that service.
(b) (1) Except as provided in paragraph (2) of this subsection, a landlord may not take possession or threaten to take possession of a dwelling unit from a tenant or tenant holding over by locking the tenant out or any other action, including willful diminution of services to the tenant.
(2) A landlord may take possession of a dwelling unit from a tenant or tenant holding over only:
   (i) In accordance with a warrant of restitution issued by a court and executed by a sheriff or constable; or
   (ii) If the tenant has abandoned or surrendered possession of the dwelling unit.
(c) (1) If in any proceeding the court finds in favor of the tenant because the landlord violated subsection (b) of this section, the tenant may recover:
   (i) Actual damages; and
   (ii) Reasonable attorney’s fees and costs.
(2) The remedies set forth in this subsection are not exclusive.
(d) This section may not be construed to prevent a landlord from taking temporary measures, including changing the locks, to secure an unsecured residential property, if the landlord makes good faith attempts to provide reasonable notice to the tenant that the tenant may promptly be restored to possession of the property.
§8–217.
(a) (1) In this section the following words have the meanings indicated.
   (2) “Landlord” means the owner of a senior apartment facility.
   (3) (i) “Senior apartment facility” means an apartment building or complex that:
      1. Contains four or more individual dwelling units; and
      2. Is housing for older persons as defined in 42 U.S.C. § 3607.
   (ii) “Senior apartment facility” does not include a nursing home or an assisted living facility.
(b) (1) At least 180 days before converting a senior apartment facility into an apartment facility for the general population, the landlord shall provide each tenant of the senior apartment facility with written notice of the conversion.
(2) The notice shall include:
   (i) A statement that the senior apartment facility will be converted into an apartment facility for the general population;
   (ii) The date on which the conversion will take place; and
   (iii) A statement that the tenant has the right to terminate the lease at any time before the conversion date, provided that the tenant gives the landlord at least 1 month’s written notice.
(c) Notwithstanding the terms of the lease, the landlord:
   (1) Shall allow any tenant who requests to move before the conversion date to terminate the tenant’s lease after giving at least 1 month’s written notice to the landlord; and
   (2) May not withhold any portion of a tenant’s security deposit for
rent that would have become due under any remaining term of the lease after
termination under this section.
(d) To the extent that a violation of any provision of this section affects a
tenant of a senior apartment facility, that violation shall be within the scope of the
enforcement duties and powers of the Division of Consumer Protection of the Office
of the Attorney General, as described in Title 13 of the Commercial Law Article.
§8–301.
(a) In this subtitle the following words have the meanings indicated unless
otherwise apparent from context.
(b) “ Court” means the District Court.
(c) “ Defendant” means a tenant.
(d) “ Distress” means an action of distress filed pursuant to the provisions of
this subtitle.
(e) “ Goods” means goods, chattels, grain, growing crops, produce, unborn
young of animals, inventory, and equipment regardless of where found or located, and
includes cash money found on the leased premises. “ Goods” does not include choses
in action, other forms of intangible property, written contracts, securities, bonds,
notes, or other instruments for the payment of money.
§8–302.
(a) Distress for rent is an action at law and shall be brought as provided in
this section.
(b) Original jurisdiction in a case of distress for rent is vested exclusively in
the District Court regardless of the amount of rent for which distress is brought,
notwithstanding any limitation imposed by law on the civil monetary jurisdiction of
such court.
(c) An action of distress may be brought only for unpaid rent under a
written lease for a term of more than three months, or under a tenancy at will or a
periodic tenancy that has continued more than three months.
(d) An action of distress shall be brought in the county where the leased
premises lie.
(e) A party to an action of distress brought in the District Court under this
section may demand a trial by jury in accordance with Subtitle 6 of this article.
§8–303.
(a) An action of distress shall be brought by the landlord as plaintiff, the
landlord’s petition shall name the tenant as defendant and contain the following
information:
(1) The name and address of the landlord;
(2) The name and address of the tenant; and
(3) The facts relating to (i) any assignment of a lease, if known, (ii)
the premises leased, (iii) the date of the lease, (iv) the term of the lease, (v) the rent
required to be paid by the lease, and (vi) the amount of the rent in arrears.
(b) The petition shall be under oath or affirmation of the plaintiff, or the
plaintiff’s agent, that the facts recited are true and correct.
(c) If a defendant is not a resident of, or amenable to service in a county
where the leased premises are located, service may be made by certified mail, return
receipt requested, bearing a postmark from the United States Postal Service. If this
service is returned by the Post Office Department or refused by the addressee or the addressee’s agent, then process shall be sent by first-class mail and the defendant returned as summoned.

§8–304.
(a) When an action of distress is filed, the clerk shall issue an order directing the defendant to appear and show cause at a stated time why levy under an action of distress should not be made. The hearing may be not earlier than seven days from date of service on the defendant.
(b) In addition, the order shall:
(1) Direct the time within which service of the petition and show-cause order shall be made on the defendant; and
(2) Inform the defendant that (i) the defendant may appear at the time stated and present evidence on the defendant’s behalf; and (ii) if the defendant fails to appear, all goods on the leased premises not exempted by law may be levied on and removed by the sheriff.

§8–305.
(a) On a determination of reasonable probability, the court promptly shall issue an order directing that all goods on the leased premises not exempted by law shall be levied on. A copy of the order of levy shall be served on each tenant on the leased premises. If no tenant is found on the premises, a copy of the order shall be affixed in a prominent place on the interior of the leased premises.
(b) The officer making the levy then shall proceed to make an inventory of each article of goods distrained on and deliver a copy to each tenant found on the leased premises. If no tenant is found, the officer shall affix a copy to the premises as provided above in the case of the order.
(c) The officer serving the order shall make a return of the officer’s action to the court including the date and time of return.
(d) If the plaintiff by verified petition requests the court to include in the levy goods subject to distress and claimed to be on the leased premises but not included in the levy and inventory, the court, after service of a copy of the petition on the defendant and any person claiming an interest in the goods, shall conduct a hearing on the petition. The court may amend the levy and inventory to include those goods the court finds should be included.

§8–306.
(a) The levy under an action of distress shall be made solely on goods on the leased premises, regardless of whether the goods are the property of the tenant or of some other person, except as provided in this subtitle.
(b) When the term of a lease is for more than 15 years, levy shall be made solely on the goods of the tenant or owner of the leasehold interest found on the leased premises. However, the goods of any subtenant or of any third party on the leased premises are not subject to levy under distress.

§8–307.
(a) The following are exempt from distress:
(1) Hand-powered and operated tools used by a tenant in the tenant’s occupation or livelihood;
(2) Law books of an attorney;
(3) Hand-operated instruments of a physician;
(4) Medical books of a physician;
(5) Files and professional records of an attorney or physician; and
(6) The prior perfected security interest in all goods in which the tenant has an interest.

(b) The landlord in the landlord’s petition shall certify as to the existence of a perfected security interest in any goods of the tenant. If the security interest was perfected prior to the levy under the distraint, the landlord either shall release the property from the distraint proceedings or pay to the holder of the security interest the balance due under the security interest. If the landlord pays the balance, it becomes a part of the costs in the distraint proceedings. However, the holder of the security interest, on demand by the landlord, shall give a true written statement of the balance due under the security interest, and, if the landlord pays the balance, the holder shall assign or release the security interest to the landlord.

§8–308.
Goods levied on under distress shall be held in custodia legis.

§8–309.
(a) In making levy under an action of distress, no forcible entry may be made into leased premises occupied and used as a dwelling without a court order. If the levying officer cannot gain entry, the plaintiff may file a verified petition with the court for an order directing forcible entry into the leased premises.
(b) Forcible entry may be made for the purpose of levy into any property or building other than those specified in subsection (a) of this section.
(c) Levy under an action of distress may be made at any hour of the day or night.

§8–310.
On petition of any plaintiff in distress and a showing of a need for protection, the court may order the removal of any goods levied on from the leased premises to a place approved by the court pending the sale of the goods. Removal of goods may be conditioned on the giving of a bond by the plaintiff in the amount and in the form the court determines.

§8–311.
(a) Within seven days after the levy, any person who is not a tenant and whose goods are levied on under distress may file a petition with the court where the action of distress is pending for an order to exclude from levy the goods of the person not a tenant. The petition shall set forth the facts as to the ownership of the goods and shall be verified by the petitioner.
(b) A copy of the petition shall be served on the plaintiff and defendant. If service cannot be made on either, the petitioner shall certify this fact to the court in writing, stating the reason for it.
(c) After a hearing held on not more than ten days’ notice, and on submission of proof satisfactory to the court that the goods are not the property of the tenant, the court shall issue an order excluding the goods from levy. This order authorizes the owner to remove the owner’s goods from the leased premises at the owner’s expense free of any claim of the landlord.
(d) The order shall provide that the claimant shall remove the claimant’s goods at the claimant’s expense from the leased premises within a time to be fixed by the court. If the claimant fails to remove the claimant’s goods within the fixed time, then the goods claimed by the claimant no longer shall be excluded from distress and shall be subject to the landlord’s claim for distress as though no petition for exclusion had been filed.

(e) If no petition to determine ownership of goods is filed by any third person within seven days after the date of a levy under distress, all goods on the leased premises and included in the inventory conclusively are presumed to be the goods of the tenant and may be disposed of according to the applicable provisions of this subtitle without any liability to the owner for the disposal.

§8–312.

(a) Levy on goods under distress does not affect or disturb the title to the goods. The claim or lien of the landlord under this subtitle on the goods continues until the goods are sold as provided in this subtitle.

(b) All risk of loss or destruction of goods of any nature is on the owner or the tenant of the leased premises, regardless of whether the goods were removed from the leased premises by the officer. However, the officer is responsible to the owner for willful damage to the goods.

§8–313.

(a) The expense of removal of any goods from the leased premises to any other place for storage pending sale, including the expense of removal of goods which are affixed to the property, shall be included as a part of the costs of distress.

(b) An officer does not incur liability for removal of goods which are affixed to the property. The officer may require the plaintiff to mail or deliver an indemnity bond to the officer to protect the officer from any claim for damage or injury to any person or property caused by the officer’s removal for sale of goods affixed to the property.

§8–314.

(a) The defendant in an action of distress may file an answer, setting forth any defense the defendant may have to the action, including excessive rent distrained for or the rent sued is not distrainable.

(b) Hearing on the defendant’s answer shall be held on not more than ten days’ notice sent by regular mail to all parties and claimants. However, the court may postpone the hearing on due notice to all parties. At the hearing the court may determine and decide all issues raised, and issue an order of sale of the goods and may make any order in connection with them as required.

(c) In any final order for the sale of goods distrained, the court may increase the amount of the rent claim to an amount equal to the sum of the plaintiff’s original claim plus rent accruing after the filing of the petition for distress up to the day prior to the date of sale on which rent may fall due.

(d) If the tenant named as defendant in an action for distress fails to file an answer within seven days after a levy has been made, the court, on motion of the plaintiff or on its motion, may issue an order for sale of the goods distrained.

(e) The date of sale is in the discretion of the court but shall be held as soon as feasible.
§8–315.
(a) If a tenant removes the tenant’s goods from the leased premises, and the officer can find no goods of the tenant on the premises, the officer shall report that fact to the court. If the court is satisfied the goods of the tenant have been removed, it may issue an order to follow goods under distress within six months after filing of an action of distress. The order shall authorize levy on the removed goods at any place the goods can be found within the jurisdiction of the court.
(b) If the goods are removed outside the court’s jurisdiction, the plaintiff may file with the court in the jurisdiction where the goods are located, a certified copy of the original action of distress, together with a verified petition setting forth (i) the fact of the original petition for distress, (ii) the premises to which the tenant has removed the goods, and (iii) the name and address of the occupant of the premises. If the occupant of the premises to which the goods are removed is a person other than the tenant, an order shall be served by first-class mail or by an officer on the other person giving the occupant seven days from the date of service of the order to protest seizure of the goods. If not protested, the order becomes final and authorizes any officer to seize and remove the goods.
(c) Entry to premises under an order to follow goods under distress may be forcible.
§8–316.
(a) Any person whose goods are levied on or seized under distress may petition the court for the return of the goods, free of any claim for distress. However, the court may require the filing of a bond with the court in a form and in an amount the court determines. The bond shall run to the State and indemnify injured persons against all claims for damage or injury resulting from the release of the goods.
(b) The court may order a complete or partial release from any claim for distress of any goods when requested in writing by all parties to the action of distress. No bond is required for release of any goods in this case.
§8–317.
If goods are levied on under distress and remain on the leased premises and the officer is unable to gain access to the goods without force, the court may issue an order authorizing the officer to enter the premises by force.
§8–318.
(a) Notice of sale of goods under an action of distress shall be given in a newspaper published at least once weekly and having general circulation within the jurisdiction of the court. The notice shall be published at least one time and an additional number of times as the court designates.
(b) If no newspaper meets the requirements of this section, notice may be made by posting it on the door of the courthouse. The notice of sale shall be published or posted at least seven days in advance of the date of the sale and the sale shall be held not more than 28 days after notice of sale.
(c) The notice shall contain the time and location of the sale.
§8–319.
Sales under distress shall be held only at public auction. The officer may remove the goods from the leased premises to some suitable place for auction or hold the sale on the leased premises. Cost of the removal of goods for sale shall be included
as costs of the sale.
§8–320.
(a) Only those goods necessary to satisfy the claim for rent due and to pay all costs may be sold in a sale under distress. Any unsold goods shall be returned to the tenant if they have been removed or they shall be left on the premises. If a surplus of money remains after the sale and payment of the rent claim and all costs, it shall be returned to the tenant or paid as provided by order of the court. The cost of returning unsold goods to the premises, if removed, shall be included as costs of the sale.
(b) Before any distrainable goods of others are sold at a sale, the goods of the tenant shall be sold first and in their entirety, if necessary, to satisfy the claim for rent and costs. The sale of goods of others shall be made only to the extent necessary to satisfy the rent claim and all costs.
(c) If any surplus money or unsold goods remain in the possession of an officer on completion of proceedings in an action of distress and after payment of all claims and costs incurred, a judgment creditor or other person claiming a right to the money or goods may petition the court in which the action was brought for payment of the creditor’s or claimant’s judgment or claim out of the excess of money or goods, plus court costs expended by the creditor or claimant. After a hearing on the petition, the court may direct payment of the money or goods or order the sale of goods in the same manner and after proceedings similar to those in attachment or execution. Any exemption allowed by law is permitted in these proceedings if claimed.
§8–321.
The officer may require a plaintiff to indemnify the officer for the anticipated costs of sale either in the form of a surety bond or by a certified check payable to the order of the officer in an amount sufficient to pay all expenses of the sale.
§8–322.
(a) (1) The costs charged in actions of distress shall be as provided in this section.
(2) If the amount of rent distrained for is $500 or less, the cost for a petition for distress is $10 regardless of the number of defendants to be served at the leased premises.
(3) If the amount of rent distrained for exceeds $500, then in addition to the costs of paragraph (2) of this subsection, $5 shall be charged for each additional $500 or a fraction of $500 of rent distrained for.
(4) The charge for each defendant to be served at an address other than the leased premises is $2.
(5) The cost of any reissue of summons for a defendant is $2.
(6) If the distress leads to an actual sale of property, the officer may charge and collect a poundage fee not less than $3 or more than $500, computed on the sale price of the personal property sold, as follows:
(i) 3 percent of the first $5,000 of sale price;
(ii) 2 percent of the second $5,000 of sale price; and
(iii) 1 percent of any portion of the sale price over $10,000.
(7) For filing and serving a petition on one other party or claimant, the officer may charge and collect $2. There is a $2 charge for service on each
additional person whether party, claimant, or attorney of record.

(8) Actual costs of sale, including publication of notice of sale, auctioneer’s fees, cost of removal, storage of goods pending sale or for sale, and cost of returning unsold goods to the premises after sale shall be charged.

(b) Filing costs shall be paid at the time of filing the action, and other costs at the time of filing subsequent petitions. The award and distribution of costs are in the discretion of the court.

§8–323.

If the goods of a third party are distrained on and sold under an action of distress, the third party has a right of action against the tenant for damages for any loss sustained by the third party as a result of the levy and sale of the third party’s goods under distress. The action for damages may be brought before the court before which the original action was brought, regardless of any monetary limitation of the civil jurisdiction of the court. If the action for damages is brought in any other court, only a certified copy of the record in the original court need be filed as evidence of the proceedings.

§8–324.

(a) If the plaintiff in an action of distress makes an election in writing, the court may declare the lease terminated and of no further force and effect. This election may be made only if all tenants have been served with a copy of the action of distress and after sale of all goods levied on. The court may not terminate any residential lease which runs for more than 15 years.

(b) If any tenant was not served with a copy of the action of distress, the court may declare the lease terminated if a copy of the nisi order of termination is twice returned non est as to the nonsummoned defendant.

(c) If the court declares a lease terminated under subsection (a) of this section, the court on application of the plaintiff, may issue its order or judgment of restitution of the premises. The court shall issue its warrant to the officer commanding the officer to deliver immediately to the plaintiff, possession in full and ample manner as set forth in § 8-402(b) of this title. The costs of this action are the same as in the case of a tenant holding over.

§8–325.

(a) If the amount received from a sale of goods under distress, after payment of all costs and expenses, is not sufficient to pay the plaintiff’s claim, the plaintiff may file a verified petition with the court for a deficiency money judgment. Notice of the petition shall be served on the tenant, giving at least 14 days’ notice of hearing on the petition. After the hearing, the court may order a money judgment entered for the deficiency against the defendant regardless of whether the amount exceeds the monetary limit of the civil jurisdiction of the court.

(b) A deficiency money judgment under a lease may be entered only against the person named in the lease as tenant, and who signed the lease as such, or against an assignee who has assumed a covenant in writing to pay rent.

(c) The general exemption laws of the State are applicable to the enforcement of any deficiency money judgment given in an action of distress.

§8–326.

In a lease naming either husband or wife as tenant, all goods on the leased
premises belonging to either, or both, are subject to levy under distress to the same extent as if both were named in the lease as tenants.

§8–327.
A petition for distress, and any other petition or pleading filed, may be amended at any time on the terms the court orders.

§8–328.
(a) If a tenant under a lease dies, or, if the tenant is a corporation and ceases to exist, distress may be brought against the tenant named in the lease regardless of death or nonexistence. The plaintiff shall give notice of an action of distress to the personal representative of a deceased defendant or to any person who was an officer at the time the corporation ceased to exist and the plaintiff shall certify to the court that the plaintiff has given notice. Then the plaintiff may proceed with levy and sale as provided in this subtitle.
(b) If a tenant dies and no personal representative is appointed by a court having jurisdiction, or if an officer of the nonexistent corporation cannot be found and, therefore, service of process is returned non est, then, on application of the plaintiff, an order may be passed requiring a copy of the petition for distress to be posted at the courthouse door at least one week before the date of sale. Failure of the plaintiff to apply for the order subjects the plaintiff to suit by the personal representative of the deceased tenant, or by the officer or surviving directors of the nonexistent corporation for any loss or damage sustained. If the plaintiff makes application for the order, the plaintiff is under no liability either to the estate of the deceased tenant, or to the surviving trustees or officers of the nonexistent corporation.

§8–329.
(a) If a lease for more than three months is assigned, the assignee is liable to distress for any goods on the leased premises as though originally named in the lease as tenant.
(b) Any goods of the assignee on the leased premises shall be subject to the landlord’s distress claim to the same extent as though the assignee was originally a tenant. This liability of goods exists regardless of whether the assignment was oral or written and regardless of the terms set out in the assignment. The obligation of the assignee of the lease for personal liability shall be restricted to the terms and agreements contained in the assignment of lease. The exercise of any right of the landlord against the assignee provided in this section does not bar any rights the landlord may have against the assignor.

§8–330.
Service of all process by the court following service of the original petition in distress may be made by first-class mail. Every party and claimant is charged with notice of each step of the proceeding and is bound by it. A claim of nonreceipt of a notice mailed to a party or claimant does not affect the validity of the order or notice given by first-class mail.

§8–331.
If the court finds that any notice required under this subtitle to be sent by mail actually has not been received by the person to whom the notice was addressed and that injustice will result, the court shall order a stay of further proceedings until it is satisfied that the person has had an opportunity to protect the person’s interests.
§8–332.
(a) Any aggrieved party may appeal from any final order or judgment in an action of distress to the circuit court of the county. The appeal shall be taken within 14 days from the date of the order or judgment.
(b) On appeal the case shall be tried de novo. On the application of any party to the action for a prompt hearing of the appeal, it shall be set for trial as soon as possible. Any party has the right to a jury trial on application in accordance with the rules adopted by the appellate court.
(c) An appeal does not stay or prevent a subsequent distress for rent falling due after the original petition for distress. However, the court may order a stay of all further proceedings, including those for subsequent rent, if the tenant files an appeal bond approved by the court.
(d) An appeal does not stay execution of a judgment or order unless an approved appeal bond is filed.

§8–401.
(a) Whenever the tenant or tenants fail to pay the rent when due and payable, it shall be lawful for the landlord to have again and repossess the premises.
(b) (1) Whenever any landlord shall desire to repossess any premises to which the landlord is entitled under the provisions of subsection (a) of this section, the landlord or the landlord’s duly qualified agent or attorney shall file the landlord’s written complaint under oath or affirmation, in the District Court of the county wherein the property is situated:
   (i) Describing in general terms the property sought to be repossessed;
   (ii) Setting forth the name of each tenant to whom the property is rented or any assignee or subtenant;
   (iii) Stating the amount of rent and any late fees due and unpaid, less the amount of any utility bills, fees, or security deposits paid by a tenant under § 7–309 of the Public Utilities Article;
   (iv) Requesting to repossess the premises and, if requested by the landlord, a judgment for the amount of rent due, costs, and any late fees, less the amount of any utility bills, fees, or security deposits paid by a tenant under § 7–309 of the Public Utilities Article;
   (v) If applicable, stating that, to the best of the landlord’s knowledge, the tenant is deceased, intestate, and without next of kin; and
   (vi) If the property to be repossessed is an affected property as defined in § 6–801 of the Environment Article, stating that the landlord has registered the affected property as required under § 6–811 of the Environment Article and renewed the registration as required under § 6–812 of the Environment Article and:
      1. A. If the current tenant moved into the property on or after February 24, 1996, stating the inspection certificate number for the inspection conducted for the current tenancy as required under § 6–815(c) of the Environment Article; or
      B. On or after February 24, 2006, stating the inspection certificate number for the inspection conducted for the current tenancy as required
under § 6–815(c), § 6–817(b), or § 6–819(f) of the Environment Article; or
2. Stating that the owner is unable to provide an
inspection certificate number because:
   A. The owner has requested that the tenant allow the
owner access to the property to perform the work required under Title 6, Subtitle 8
of the Environment Article;
   B. The owner has offered to relocate the tenant in order
to allow the owner to perform work if the work will disturb the paint on the interior
surfaces of the property and to pay the reasonable expenses the tenant would incur
directly related to the relocation; and
   C. The tenant has refused to allow access to the owner
or refused to vacate the property in order for the owner to perform the required work.

(2) For the purpose of the court’s determination under subsection (c)
of this section the landlord shall also specify the amount of rent due for each rental
period under the lease, the day that the rent is due for each rental period, and any
late fees for overdue rent payments.

(3) The District Court shall issue its summons, directed to any
constable or sheriff of the county entitled to serve process, and ordering the constable
or sheriff to notify the tenant, assignee, or subtenant by first–class mail:
   (i) To appear before the District Court at the trial to be held
on the fifth day after the filing of the complaint; and
   (ii) To answer the landlord’s complaint to show cause why the
demand of the landlord should not be granted.

(4) (i) The constable or sheriff shall proceed to serve the summons
upon the tenant, assignee, or subtenant or their known or authorized agent as
follows:
   1. If personal service is requested and any of the
persons whom the sheriff shall serve is found on the property, the sheriff shall serve
any such persons; or
   2. If personal service is requested and none of the
persons whom the sheriff is directed to serve shall be found on the property and, in
all cases where personal service is not requested, the constable or sheriff shall affix
an attested copy of the summons conspicuously upon the property.
   (ii) The affixing of the summons upon the property after due
notification to the tenant, assignee, or subtenant by first–class mail shall conclusively
be presumed to be a sufficient service to all persons to support the entry of a default
 judgment for possession of the premises, together with court costs, in favor of the
landlord, but it shall not be sufficient service to support a default judgment in favor
of the landlord for the amount of rent due.

(5) Notwithstanding the provisions of paragraphs (1) through (4) of
this subsection:
   (i) In an action to repossess nonresidential property under
this section, service of process on a tenant:
   1. Shall be directed to the sheriff of the appropriate
county or municipality; and
   2. On plaintiff’s request, may be directed to any person
authorized under the Maryland Rules to serve process; and

(ii) In Wicomico County, in an action to repossess any premises under this section, service of process on a tenant may be directed to any person authorized under the Maryland Rules to serve process.

(6) (i) Notwithstanding the provisions of paragraphs (3) through (5) of this subsection, if the landlord certifies to the court in the written complaint required under paragraph (1) of this subsection that, to the best of the landlord’s knowledge, the tenant is deceased, intestate, and without next of kin, the District Court shall issue its summons, directed to any constable or sheriff of the county entitled to serve process, and ordering the constable or sheriff to notify the occupant of the premises or the next of kin of the deceased tenant, if known, by personal service:

1. To appear before the District Court at the trial to be held on the fifth day after the filing of the complaint; and
2. To answer the landlord’s complaint to show cause why the demand of the landlord should not be granted.

(ii) 1. The constable or sheriff shall proceed to serve the summons upon the occupant of the premises or the next of kin of the deceased tenant, if known, as follows:
   A. If any of the persons whom the sheriff is directed to serve are found on the property or at another known address, the sheriff shall serve any such persons; or
   B. If none of the persons whom the sheriff is directed to serve are found on the property or at another known address, the constable or sheriff shall affix an attested copy of the summons conspicuously upon the property.

2. The affixing of the summons upon the property shall conclusively be presumed to be a sufficient service to all persons to support the entry of a default judgment for possession of the premises, together with court costs, in favor of the landlord, but it shall not be sufficient service to support a default judgment in favor of the landlord for the amount of rent due.

(b–1) (1) This subsection applies only to an action for the repossession of residential property for failure to pay rent due during a government shutdown.

(2) Notwithstanding any other law, the court shall stay the proceeding if the tenant or an occupant of the property that is the subject of the proceeding presents evidence satisfactory to the court that the occupant:

(i) Uses the property as the individual’s primary residence;
(ii) Is an employee of the federal or State government or an employee of a local government in the State; and
(iii) Is involuntarily furloughed from work without pay because of a government shutdown, regardless of whether the employee is required to report to work during the furlough.

(3) (i) Subject to subparagraph (ii) of this paragraph, a stay under this subsection shall be granted for a time that the court considers reasonable.

(ii) A stay under this subsection may not be granted for a period that ends more than 30 days after the end of the government shutdown without a showing of sufficient cause by a party to the action.

(c) (1) If, at the trial on the fifth day indicated in subsection (b) of this
section, the court is satisfied that the interests of justice will be better served by an
adjournment to enable either party to procure their necessary witnesses, the court
may adjourn the trial for a period not exceeding 1 day, except with the consent of all
parties, the trial may be adjourned for a longer period of time.
(2) (i) The information required under subsection (b)(1)(vi) of this
section may not be an issue of fact in a trial under this section.
(ii) If, when the trial occurs, it appears to the satisfaction of
the court, that the rent, or any part of the rent and late fees are actually due and
unpaid, the court shall determine the amount of rent and late fees due as of the date
the complaint was filed less the amount of any utility bills, fees, or security deposits
paid by a tenant under § 7–309 of the Public Utilities Article, if the trial occurs within
the time specified by subsection (b)(3) of this section.
(iii) 1. If the trial does not occur within the time specified
in subsection (b)(3)(i) of this section and the tenant has not become current since the
filing of the complaint, the court, if the complaint so requests, shall enter a judgment
in favor of the landlord for possession of the premises and determine the rent and late
fees due as of the trial date.
2. The determination of rent and late fees shall include
the following:
A. Rent claimed in the complaint;
B. Rent accruing after the date of the filing of the
complaint;
C. Late fees accruing in or prior to the month in which
the complaint was filed; and
D. Credit for payments of rent and late fees and other
fees, utility bills, or security deposits paid by a tenant under § 7–309 of the Public
Utilities Article after the complaint was filed.
(iv) In the case of a residential tenancy, the court may also give
judgment in favor of the landlord for the amount of rent and late fees determined to
be due together with costs of the suit if the court finds that the residential tenant was
personally served with a summons.
(v) In the case of a nonresidential tenancy, if the court finds
that there was such service of process or submission to the jurisdiction of the court as
would support a judgment in contract or tort, the court may also give judgment in
favor of the landlord for:
1. The amount of rent and late fees determined to be
due;
2. Costs of the suit; and
3. Reasonable attorney’s fees, if the lease agreement
authorizes the landlord to recover attorney’s fees.
(vi) A nonresidential tenant who was not personally served
with a summons shall not be subject to personal jurisdiction of the court if that tenant
asserts that the appearance is for the purpose of defending an in rem action prior to
the time that evidence is taken by the court.
(3) The court, when entering the judgment, shall also order that
possession of the premises be given to the landlord, or the landlord’s agent or
attorney, within 4 days after the trial.

(4) The court may, upon presentation of a certificate signed by a physician certifying that surrender of the premises within this 4–day period would endanger the health or life of the tenant or any other occupant of the premises, extend the time for surrender of the premises as justice may require but not more than 15 days after the trial.

(5) However, if the tenant, or someone for the tenant, at the trial, or adjournment of the trial, tenders to the landlord the rent and late fees determined by the court to be due and unpaid, together with the costs of the suit, the complaint against the tenant shall be entered as being satisfied.

(d) (1) (i) Subject to the provisions of paragraph (2) of this subsection, if judgment is given in favor of the landlord, and the tenant fails to comply with the requirements of the order within 4 days, the court shall, at any time after the expiration of the 4 days, issue its warrant, directed to any official of the county entitled to serve process, ordering the official to cause the landlord to have again and repossess the property by putting the landlord (or the landlord’s duly qualified agent or attorney for the landlord’s benefit) in possession thereof, and for that purpose to remove from the property, by force if necessary, all the furniture, implements, tools, goods, effects or other chattels of every description whatsoever belonging to the tenant, or to any person claiming or holding by or under said tenant.

(ii) If the landlord does not order a warrant of restitution within sixty days from the date of judgment or from the expiration date of any stay of execution, whichever shall be the later:
1. The judgment for possession shall be stricken; and
2. The judgment shall be applied to the number of judgments necessary to foreclose a tenant’s right to redemption of the leased premises as established in subsection (e)(2) of this section unless the court in its discretion determines that the judgment may not apply for purposes of subsection (e)(2) of this section.

(iii) If the landlord orders a warrant of restitution but takes no action on the warrant within 60 days from the later of the date the court issues the order for the warrant or the date as otherwise extended by the court:
1. The warrant of restitution shall expire and the judgment for possession shall be stricken; and
2. The judgment shall be applied to the number of judgments necessary to foreclose a tenant’s right to redemption of the leased premises as established in subsection (e)(2) of this section unless the court in its discretion determines that the judgment may not apply for purposes of subsection (e)(2) of this section.

(2) (i) The administrative judge of any district may stay the execution of a warrant of restitution of a residential property, from day to day, in the event of extreme weather conditions.

(ii) When a stay has been granted under this paragraph, the execution of the warrant of restitution for which the stay has been granted shall be given priority and completed within 3 days after the extreme weather conditions cease.
(e) (1) Subject to paragraph (2) of this subsection, in any action of summary ejectment for failure to pay rent where the landlord is awarded a judgment giving the landlord restitution of the leased premises, the tenant shall have the right to redemption of the leased premises by tendering in cash, certified check or money order to the landlord or the landlord’s agent all past due amounts, as determined by the court under subsection (c) of this section, plus all court awarded costs and fees, at any time before actual execution of the eviction order.

(2) This subsection does not apply to any tenant against whom 3 judgments of possession have been entered for rent due and unpaid in the 12 months prior to the initiation of the action to which this subsection otherwise would apply.

(f) (1) The tenant or the landlord may appeal from the judgment of the District Court to the circuit court for any county at any time within 4 days from the rendition of the judgment.

(2) The tenant, in order to stay any execution of the judgment, shall give a bond to the landlord with one or more sureties, who are owners of sufficient property in the State of Maryland, with condition to prosecute the appeal with effect, and answer to the landlord in all costs and damages mentioned in the judgment, and other damages as shall be incurred and sustained by reason of the appeal.

(3) The bond shall not affect in any manner the right of the landlord to proceed against the tenant, assignee or subtenant for any and all rents that may become due and payable to the landlord after the rendition of the judgment.

§8–402.

(a) (1) A tenant under any periodic tenancy, or at the expiration of a lease, and someone holding under the tenant, who shall unlawfully hold over beyond the expiration of the lease or termination of the tenancy, shall be liable to the landlord for the actual damages caused by the holding over.

(2) The damages awarded to a landlord against the tenant or someone holding under the tenant, may not be less than the apportioned rent for the period of holdover at the rate under the lease.

(3) (i) Any action to recover damages under this section may be brought by suit separate from the eviction or removal proceeding or in the same action and in any court having jurisdiction over the amount in issue.

(ii) The court may also give judgment in favor of the landlord for the damages determined to be due together with costs of the suit if the court finds that the residential tenant was personally served with a summons, or, in the case of a nonresidential tenancy, there was such service of process or submission to the jurisdiction of the court as would support a judgment in contract or tort.

(iii) A nonresidential tenant who was not personally served with a summons shall not be subject to personal jurisdiction of the court if that tenant asserts that the appearance is for the purpose of defending an in rem action prior to the time that evidence is taken by the court.

(4) Nothing contained herein is intended to limit any other remedies which a landlord may have against a holdover tenant under the lease or under applicable law.

(b) (1) (i) Where any tenancy is for any definite term or at will, and the landlord shall desire to repossess the property after the expiration of the term for
which it was leased and shall give notice in writing one month before the expiration
of the term or determination of the will to the tenant or to the person actually in
possession of the property to remove from the property at the end of the term, and if
the tenant or person in actual possession shall refuse to comply, the landlord may
make complaint in writing to the District Court of the county where the property is
located.
(ii) 1. The court shall issue a summons directed to any
constable or sheriff of the county entitled to serve process, ordering the constable or
sheriff to notify the tenant, assignee, or subtenant to appear on a day stated in the
summons before the court to show cause why restitution should not be made to the
landlord.
2. The constable or sheriff shall serve the summons on
the tenant, assignee, or subtenant on the property, or on the known or authorized
agent of the tenant, assignee, or subtenant.
3. If, for any reason those persons cannot be found, the
constable or sheriff shall affix an attested copy of the summons conspicuously on the
property.
4. After notice to the tenant, assignee, or subtenant by
first-class mail, the affixing of the summons on the property shall be conclusively
presumed to be a sufficient service to support restitution.
(iii) Upon the failure of either of the parties to appear before
the court on the day stated in the summons, the court may continue the case to a day
not less than six nor more than ten days after the day first stated and notify the
parties of the continuance.
(2) (i) If upon hearing the parties, or in case the tenant or person
in possession shall neglect to appear after the summons and continuance the court
shall find that the landlord had been in possession of the leased property, that the
said tenancy is fully ended and expired, that due notice to quit as aforesaid had been
given to the tenant or person in possession and that the tenant or person in possession
had refused so to do, the court shall thereupon give judgment for the restitution of
the possession of said premises and shall forthwith issue its warrant to the sheriff or
a constable in the respective counties commanding the tenant or person in possession
forthwith to deliver to the landlord possession thereof in as full and ample manner
as the landlord was possessed of the same at the time when the tenancy was made,
and shall give judgment for costs against the tenant or person in possession so holding
over.
(ii) Either party shall have the right to appeal therefrom to the
circuit court for the county within ten days from the judgment.
(iii) If the tenant appeals and files with the District Court an
affidavit that the appeal is not taken for delay, and also a good and sufficient bond
with one or more securities conditioned that the tenant will prosecute the appeal with
effect and well and truly pay all rent in arrears and all costs in the case before the
District Court and in the appellate court and all loss or damage which the landlord
may suffer by reason of the tenant’s holding over, including the value of the premises
during the time the tenant shall so hold over, then the tenant or person in possession
of said premises may retain possession thereof until the determination of said appeal.
(iv) The appellate court shall, upon application of either party, set a day for the hearing of the appeal, not less than five nor more than 15 days after the application, and notice for the order for a hearing shall be served on the opposite party or that party’s counsel at least 5 days before the hearing.

(v) If the judgment of the District Court shall be in favor of the landlord, a warrant shall be issued by the appellate court to the sheriff, who shall proceed forthwith to execute the warrant.

(3) (i) The provisions of this subsection shall apply to all cases of tenancies at the expiration of a stated term, tenancies from year to year, and tenancies of the month and by the week. In case of tenancies from year to year (including tobacco farm tenancies), notice in writing shall be given three months before the expiration of the current year of the tenancy, except that in case of all other farm tenancies, the notice shall be given six months before the expiration of the current year of the tenancy; and in monthly or weekly tenancies, a notice in writing of one month or one week, as the case may be, shall be so given.

(ii) This paragraph, so far as it relates to notices, does not apply in Baltimore City.

(iii) In Montgomery County, except in the case of single family dwellings, the notice by the landlord shall be two months in the case of residential tenancies with a term of at least month to month but less than from year to year.

(4) When the tenant shall give notice by parol to the landlord or to the landlord’s agent or representatives, at least one month before the expiration of the lease or tenancy in all cases except in cases of tenancies from year to year, and at least three months’ notice in all cases of tenancy from year to year (except in all cases of farm tenancy, the notice shall be six months), of the intention of the tenant to remove at the end of that year and to surrender possession of the property at that time, and the landlord, the landlord’s agent, or representative shall prove the notice from the tenant by competent testimony, it shall not be necessary for the landlord, the landlord’s agent or representative to provide a written notice to the tenant, but the proof of such notice from the tenant as aforesaid shall entitle the landlord to recover possession of the property hereunder. This paragraph shall not apply in Baltimore City.

(5) Acceptance of any payment after notice but before eviction shall not operate as a waiver of any notice to quit, notice of intent to vacate or any judgment for possession unless the parties specifically otherwise agree in writing. Any payment accepted shall be first applied to the rent or the equivalent of rent apportioned to the date that the landlord actually recovers possession of the premises, then to court costs, including court awarded damages and legal fees and then to any loss of rent caused by the holdover. Any payment which is accepted in excess of the foregoing shall not bear interest but will be returned to the tenant in the same manner as security deposits as defined under § 8–203 of this title but shall not be subject to the penalties of that section.

(c) Unless stated otherwise in the written lease and initialed by the tenant, when a landlord consents to a holdover tenant remaining on the premises, the holdover tenant becomes a periodic week–to–week tenant if the tenant was a week–to–week tenant before the tenant’s holding over, and a periodic month–to–month
(a) (1) (i) Where an unexpired lease for a stated term provides that the landlord may repossess the premises prior to the expiration of the stated term if the tenant breaches the lease, the landlord may make complaint in writing to the District Court of the county where the premises is located if:

1. The tenant breaches the lease;
2. A. The landlord has given the tenant 30 days’ written notice that the tenant is in violation of the lease and the landlord desires to repossess the leased premises; or
B. The breach of the lease involves behavior by a tenant or a person who is on the property with the tenant’s consent, which demonstrates a clear and imminent danger of the tenant or person doing serious harm to themselves, other tenants, the landlord, the landlord’s property or representatives, or any other person on the property and the landlord has given the tenant or person in possession 14 days’ written notice that the tenant or person in possession is in violation of the lease and the landlord desires to repossess the leased premises; and
3. The tenant or person in actual possession of the premises refuses to comply.

(ii) The court shall summons immediately the tenant or person in possession to appear before the court on a day stated in the summons to show cause, if any, why restitution of the possession of the leased premises should not be made to the landlord.

(2) (i) If, for any reason, the tenant or person in actual possession cannot be found, the constable or sheriff shall affix an attested copy of the summons conspicuously on the property.

(ii) After notice is sent to the tenant or person in possession by first-class mail, the affixing of the summons on the property shall be conclusively presumed to be a sufficient service to support restitution.

(3) If either of the parties fails to appear before the court on the day stated in the summons, the court may continue the case for not less than six nor more than 10 days and notify the parties of the continuance.

(b) (1) If the court determines that the tenant breached the terms of the lease and that the breach was substantial and warrants an eviction, the court shall give judgment for the restitution of the possession of the premises and issue its warrant to the sheriff or a constable commanding the tenant to deliver possession to the landlord in as full and ample manner as the landlord was possessed of the same at the time when the lease was entered into. The court shall give judgment for costs against the tenant or person in possession.

(2) Either party may appeal to the circuit court for the county, within ten days from entry of the judgment. If the tenant (i) files with the District Court an affidavit that the appeal is not taken for delay; (ii) files sufficient bond with one or more securities conditioned upon diligent prosecution of the appeal; (iii) pays all rent in arrears, all court costs in the case; and (iv) pays all losses or damages which the landlord may suffer by reason of the tenant’s holding over, the tenant or person in possession of the premises may retain possession until the determination of the
appeal. Upon application of either party, the court shall set a day for the hearing of
the appeal not less than five nor more than 15 days after the application, and notice
of the order for a hearing shall be served on the other party or that party’s counsel at
least five days before the hearing. If the judgment of the District Court is in favor of
the landlord, a warrant shall be issued by the court which hears the appeal to the
sheriff, who shall execute the warrant.
(c) (1) Acceptance of any payment after notice but before eviction shall
not operate as a waiver of any notice of breach of lease or any judgment for possession
unless the parties specifically otherwise agree in writing.
(2) Any payment accepted shall be first applied to the rent or the
equivalent of rent apportioned to the date that the landlord actually recovers
possession of the premises, then to court costs, including court awarded damages and
legal fees and then to any loss of rent caused by the breach of lease.
(3) Any payment which is accepted in excess of the rent referred to
in paragraph (2) of this subsection shall not bear interest but will be returned to the
tenant in the same manner as security deposits as defined under § 8-203 of this title
but shall not be subject to the penalties of that section.
§ 8–402.2.
(a) (1) This section applies to property:
(i) Leased for business, commercial, manufacturing,
mercantile, or industrial purposes, or any other purpose that is not primarily
residential;
(ii) Improved or to be improved by any apartment,
condominium, cooperative, or other building for multifamily use of greater than four
dwelling units; or
(iii) Leased for dwellings or mobile homes that are erected or
placed in a mobile home development or mobile home park.
(2) This section does not apply to residential property that is or was
used, intended to be used, or authorized to be used for four or fewer dwelling units.
(b) Whenever, in a case that involves a 99–year ground lease renewable
forever, at least 6 months ground rent is in arrears and the landlord has the lawful
right to reenter for the nonpayment of the rent, the landlord, no less than 45 days
after sending to the tenant by certified mail, return receipt requested, at the tenant’s
last known address, and also by first–class mail to the title agent or attorney listed
on the deed to the property or the intake sheet recorded with the deed, a bill for the
ground rent due, may bring an action for possession of the property under § 14–108.1
of this article; if the tenant cannot be personally served or there is no tenant in actual
possession of the property, service by posting notice on the property may be made in
accordance with the Maryland Rules. Personal service or posting in accordance with
the Maryland Rules shall stand in the place of a demand and reentry.
(c) (1) Before entry of a judgment the landlord shall give written notice
of the pending entry of judgment to each mortgagee of the lease, or any part of the
lease, who before entry of the judgment has recorded in the land records of each
county where the property is located a timely request for notice of judgment. A
request for notice of judgment shall:
(i) Be recorded in a separate docket or book that is indexed
under the name of the mortgagor;
(ii) Identify the property on which the mortgage is held and refer to the date and recording reference of that mortgage;
(iii) State the name and address of the holder of the mortgage; and
(iv) Identify the ground lease by stating:
1. The name of the original lessor;
2. The date the ground lease was recorded; and
3. The office, docket or book, and page where the ground lease is recorded.
(2) The landlord shall mail the notice by certified mail return receipt requested to the mortgagee at the address stated in the recorded request for notice of judgment. If the notice is not given, judgment in favor of the landlord does not impair the lien of the mortgagee. Except as otherwise provided in this subsection, the property is discharged from the lease and the rights of all persons claiming under the lease are foreclosed unless, within 6 calendar months after execution of the judgment for possession, the tenant or any other person claiming under the lease:
(i) Pays the ground rent, arrears, and all costs awarded against that person; and
(ii) Commences a proceeding to obtain relief from the judgment.
(d) This section does not bar the right of any mortgagee of the lease, or any part of the lease, who is not in possession at any time before expiration of 6 calendar months after execution of the judgment awarding the landlord possession, to pay all costs and damages sustained by the landlord and to perform all the covenants and agreements that are to be performed by the tenant.
§8–403.
(a) If the court in any case brought under § 8–401 or § 8–402 of this subtitle or § 14–132 of this article orders an adjournment of the trial for a longer period than provided for in the section under which the case has been instituted, the tenant or the person in possession shall pay into the court exercising jurisdiction in the case an amount and in the manner determined by the court to be appropriate as specified in § 8–118 of this title or, in the case of wrongful detainer, § 8–118.1 of this title.
(b) However, the court may order a tenant to pay rents due and as come due into an administrative agency of any county which is empowered by local law to hold rents in escrow pending investigation and disposition of complaints by tenants; the court also may refer that case to the administrative agency for investigation and report to the court.
(c) The payment into the court shall be due before the date to which the trial is adjourned or within 5 days after adjournment if the trial is adjourned more than 5 days, or to the administrative agency within 5 days after the court has ordered the rent paid into an administrative agency.
(d) If, on motion of the plaintiff and after hearing, the court determines that the payment was not made as ordered by the court and that there is no legal justification for the failure to pay, the court shall give judgment in favor of the plaintiff and issue a warrant for possession in accordance with the provisions of the
section under which the case is brought.

§8–404.
(a) In this section, “claimant” means the person identified by a tenant or person in possession as someone who claims title to the property leased or possessed by the tenant or person in possession.
(b) (1) In any action brought under § 8–401 or § 8–402 of this subtitle or § 14–132 of this article, if the tenant or person in possession shall allege that the title to the property is disputed and in the case of a lease, that title is claimed by a claimant whom the tenant shall name, by virtue of a right or title accruing or happening since the commencement of the lease, by descent or deed from or by devise under the last will or testament of the landlord and, otherwise, if the person in possession or any claimant is alleged to have title, then the court shall, upon determination that title is relevant, forbear to give judgment for possession and costs.
(2) The tenant or person in possession so claiming shall cause a summons to be immediately issued to the claimant by the District Court and made returnable within 5 days next following.
(3) The claimant shall appear before the court and shall under oath, declare that the claimant claims title to the property which is the subject of the action and shall, with two sufficient securities, enter into bond to the plaintiff or parties in interest, in such sum as the court shall determine to be proper and reasonable security to said plaintiff or parties in interest, to prosecute with effect the claimant’s claim in the circuit court for the county.
(4) If the said claim shall not be commenced in the circuit court within 10 days of the first appearance of the claimant in the District Court, the District Court shall proceed to give judgment for possession and costs and issue its warrant.

§8–405.
(a) If a tenant under a lease dies intestate and without next of kin, the landlord may bring an action for summary ejectment under § 8–401 of this subtitle against the tenant named in the lease notwithstanding the tenant’s death.
(b) The landlord shall certify to the court in the written complaint required under § 8–401(b)(1) of this subtitle that, to the best of the landlord’s knowledge, the tenant is deceased, intestate, and without next of kin.
(c) Property or income from property that a landlord holds for a deceased, intestate tenant without next of kin shall be presumed abandoned in accordance with Title 17 of the Commercial Law Article.

§8–501.
No written agreement between a landlord and tenant shall provide for a longer notice period to be furnished by the tenant to the landlord in order to terminate the tenancy than that required of the landlord to the tenant in order to terminate the tenancy.

§8–5A–01.
(a) In this subtitle the following words have the meanings indicated.
(b) “Legal occupant” means an occupant who resides on the premises with the actual knowledge and permission of the landlord.
(c) “Offender” means a person who commits an act of domestic violence or
commits a sexual assault offense.

(d) “Peace order” means an enforceable final peace order.

e) “Protective order” means an enforceable final protective order.

(f) “Victim of domestic violence” means a person who is:
(1) A victim of domestic abuse, as defined in § 4–501 of the Family Law Article; and
(2) A person eligible for relief, as defined in § 4–501 of the Family Law Article.

g) “Victim of sexual assault” means a person who is a victim of:
(1) A sexual crime under Title 3, Subtitle 3 of the Criminal Law Article;
(2) Child sexual abuse under § 3–602 of the Criminal Law Article; or
(3) Sexual abuse of a vulnerable adult under § 3–604 of the Criminal Law Article.

§8–5A–02.

(a) Subject to the requirements of subsections (b) and (c) of this section, a tenant may terminate the tenant’s future liability under a residential lease if the tenant or legal occupant is:
(1) A victim of domestic violence; or
(2) A victim of sexual assault.

(b) If a tenant or legal occupant is a victim of domestic violence or a victim of sexual assault, the tenant may provide to the landlord the written notice required under § 8–5A–03 or § 8–5A–04 of this subtitle and, if the written notice is provided, the tenant shall have 30 days to vacate the leased premises from the date of providing the written notice.

(c) A tenant who vacates leased premises under this section is responsible for rent only for the 30 days following the tenant providing notice of an intent to vacate.

(d) If a tenant does not vacate the leased premises within 30 days of providing to the landlord the written notice required under § 8–5A–03 or § 8–5A–04 of this subtitle, the landlord is, at the landlord’s option and with written notice to the tenant, entitled to:
(1) All legal remedies against a tenant holding over available under § 8–402 of this title; or
(2) Deem the tenant’s notice of an intent to vacate to have been rescinded and the terms of the original lease to be in full force and effect.

(e) The termination of a tenant’s future liability under a residential lease under this section does not terminate or in any other way impact the future liability of a tenant who is the respondent in the action that results in:
(1) A protective order issued for the benefit of the victim tenant or victim legal occupant under § 4–506 of the Family Law Article; or
(2) A peace order issued for the benefit of the victim tenant or victim legal occupant for which the underlying act was sexual assault under § 3–1505 of the Courts Article.
§8–5A–03.
(a) If a tenant or legal occupant is a victim of domestic violence, the tenant may terminate the tenant’s future liability under a residential lease under § 8–5A–02 of this subtitle if the tenant provides the landlord with written notice by first-class mail or hand delivery of an intent to vacate the premises and notice of the tenant’s or legal occupant’s status as a victim of domestic violence.
(b) The notice provided under subsection (a) of this section shall include a copy of a protective order issued for the benefit of the tenant or legal occupant under § 4–506 of the Family Law Article.

§8–5A–04.
(a) If a tenant or legal occupant is a victim of sexual assault, the tenant may terminate the tenant’s future liability under a residential lease under § 8–5A–02 of this subtitle if the tenant provides the landlord with written notice by first-class mail or hand delivery of an intent to vacate the leased premises, including the tenant’s or legal occupant’s status as a victim of sexual assault.
(b) The notice provided under subsection (a) of this section shall include:
   (1) A copy of a protective order issued for the benefit of the tenant or legal occupant under § 4–506 of the Family Law Article; or
   (2) A copy of a peace order issued for the benefit of the tenant or legal occupant for which the underlying act was sexual assault under § 3–1505 of the Courts Article.

§8–5A–05.
(a) This section applies to an action for possession of property under § 8–402.1 of this title against a tenant or legal occupant who is a victim of domestic violence or a victim of sexual assault in which the basis for the alleged breach is an act or acts of domestic violence or sexual assault.
(b) (1) A tenant is deemed to have raised a rebuttable presumption that the alleged breach of the lease does not warrant an eviction if the tenant provides to the court:
   (i) A copy of a protective order issued for the benefit of the tenant or legal occupant under § 4–506 of the Family Law Article; or
   (ii) A copy of a peace order issued for the benefit of the tenant or legal occupant for which the underlying act was sexual assault under § 3–1505 of the Courts Article.
(2) If domestic violence or sexual assault is raised as a defense in an action for possession of property under § 8–402.1 of this title, the court, in its discretion, may enter a judgment in favor of a tenant who does not provide the evidence described in paragraph (1) of this subsection.

§8–5A–06.
(a) A person who is a victim of domestic violence or a victim of sexual assault and who is a tenant under a residential lease may provide to the landlord a written request to change the locks of the leased premises if the protective order or peace order issued for the benefit of the tenant or legal occupant requires the respondent to refrain from entering or to vacate the residence of the tenant or legal occupant.
(b) The written request provided under subsection (a) of this section shall include:
(1) A copy of a protective order issued for the benefit of the tenant or legal occupant under § 4–506 of the Family Law Article; or
(2) A copy of a peace order issued for the benefit of the tenant or legal occupant for which the underlying act was sexual assault under § 3–1505 of the Courts Article.

c) (1) The landlord shall change the locks on the leased premises by the close of the next business day after receiving a written request under subsection (a) of this section.
(2) If the landlord fails to change the locks as required under paragraph (1) of this subsection, the tenant:
   (i) May have the locks changed by a certified locksmith on the leased premises without permission from the landlord; and
   (ii) Shall give a duplicate key to the landlord or the landlord’s agent by the close of the next business day after the lock change.

(d) If a landlord changes the locks on a tenant’s leased premises under subsection (c) of this section, the landlord:
(1) Shall provide a copy of the new key to the tenant who made the request for the change of locks at a mutually agreed time not to exceed 48 hours following the lock change; and
(2) May charge a fee to the tenant not exceeding the reasonable cost of changing the locks.

(e) (1) If a landlord charges a fee to the tenant for changing the locks on a tenant’s leased premises under subsection (d) of this section, the tenant shall pay the fee within 45 days of the date the locks are changed.
(2) If a tenant does not pay a fee as required under paragraph (1) of this subsection, the landlord may:
   (i) Charge the fee as additional rent; or
   (ii) Withhold the amount of the fee from the tenant’s security deposit.

§8–601.
Any party to an action brought in the District Court under this title or § 14–132 of this article in which the amount in controversy meets the requirements for a trial by jury may, in accordance with this subtitle, demand a trial by jury.
§8–602.
(a) A jury demand must be made by a separate written pleading. Except as provided in subsection (b) of this section, a jury demand under this subsection shall be filed with the court as provided in item (1) or (2) of this subsection or the right to trial by jury is waived:
(1) In nonresidential cases, within fifteen days of posting or personal service, or at the parties’ first scheduled appearance before the court, whichever occurs sooner; and
(2) In residential cases, at the parties’ first scheduled appearance before the court.
(b) The time for filing the jury demand may be extended by agreement of all parties and that extension shall not be later than the first scheduled appearance of the parties. 

§8–603.

(a) A provision contained within a residential lease in which a tenant is occupying the space as that tenant’s primary residence which waives a trial by jury shall be invalid and unenforceable.

(b) A provision in any lease other than that specified in subsection (a) of this section which waives a trial by jury shall be valid and enforceable.

§8–604.

(a) A demand for trial by jury under this subtitle shall be subject to review by the District Court.

(b) If the jury demand is filed at the first scheduled appearance in accordance with § 8-602(b) of this subtitle, then any party to the action contesting the jury demand shall, at the first scheduled appearance, object to the jury demand and describe the basis of the invalidity of the jury demand.

(c) If the jury demand is filed at a time other than the first scheduled appearance in accordance with § 8-602(a) or (b) of this subtitle, then any other party to the action contesting the validity of the jury demand shall file an “objection to jury demand” within 10 days of the filing of the jury demand which such objection shall describe the basis of the invalidity of the jury demand, provided, however, that the “objection to jury demand” shall be filed at the first scheduled appearance if that occurs prior to the expiration of the period set forth in § 8-602 of this subtitle.

(d) In the event that a jury demand and an “objection to jury demand” is filed in accordance with § 8-602 of this subtitle and subsection (b) of this section:

1) If an “objection to jury demand” is filed under subsection (b) of this section, the court shall consider the validity of the jury demand at the time of the first scheduled appearance of the parties;

2) If an “objection to jury demand” is filed under subsection (c) of this section at a time other than trial, the court shall set the objection in for a hearing before the trial; or

3) If the “objection to jury demand” is filed at the time of trial under subsection (c) of this section, the court shall consider the validity of the jury demand at trial.

(e) In the event a jury demand is filed prior to the first scheduled appearance and the time for filing an objection under subsection (c) of this section shall not have expired prior to the first scheduled appearance, and all other parties to the action file a “nonobjection to jury demand” at least 1 day prior to the first scheduled appearance, or if the time for filing an objection under subsection (c) of this section shall have expired prior to the first scheduled appearance and no objection having been filed, then the action shall be removed from the docket and transferred to the circuit court.

(f) In the event that a jury demand is made under this subtitle, the District Court shall not be divested of jurisdiction and the matter shall not be removed to the
circuit court until such time as the District Court has reviewed the jury demand, provided, however, that any hearing on the validity of a jury demand under this subtitle must occur within 10 days of the date of jury demand.

(g) (1) The District Court’s review of the validity of a jury demand shall be limited to:
   (i) Timeliness of the jury demand;
   (ii) The amount in controversy; and
   (iii) The existence of a valid waiver.
   (2) In the event that the District Court finds that the jury demand is invalid, the matter shall proceed in the District Court; however, upon conclusion of the District Court trial any party filing a jury demand determined invalid by the court may include the validity of the jury demand in an appeal, as set forth under the Maryland Rules.

§8–701.
(a) In this subtitle the following words have the meanings indicated.
(b) “Current ground rent deed of record” means the document that vests title to the reversionary interest in the current ground lease holder.
(c) “Department” means the State Department of Assessments and Taxation.
(d) “Ground lease” means a residential lease or sublease for a term of years renewable forever subject to the payment of a periodic ground rent.
(e) (1) “Ground lease holder” means the holder of the reversionary interest under a ground lease.
   (2) “Ground lease holder” includes an agent of the ground lease holder.
(f) “Ground rent” means a rent issuing out of, or collectible in connection with, the reversionary interest under a ground lease.
(g) “Leasehold interest” means the tenancy in real property created under a ground lease.
(h) “Leasehold tenant” means the holder of the leasehold interest under a ground lease.

§8–702.
(a) This subtitle applies to residential property that was or is used, intended to be used, or authorized to be used for four or fewer dwelling units.
(b) This subtitle does not apply to property:
   (1) Leased for business, commercial, manufacturing, mercantile, or industrial purposes, or any other purpose that is not primarily residential;
   (2) Improved or to be improved by any apartment, condominium, cooperative, or other building for multifamily use of greater than four dwelling units; or
   (3) Leased for dwellings or mobile homes that are erected or placed in a mobile home development or mobile home park.

§8–703.
(a) The Department shall maintain an online registry of properties that are subject to ground leases.
(b) The Department is not responsible for the completeness or accuracy of the contents of the online registry.

§8–704.

(a) A ground lease holder shall register a ground lease with the Department by submitting:
(1) A registration form that the Department requires; and
(2) The registration fee for each ground lease as provided under subsection (d) of this section.

(b) The registration form shall include:
(1) The premise address and tax identification number of the property for which the ground lease was created;
(2) (i) The name and address of the ground lease holder; and
   (ii) A section that provides the ground lease holder the option to include the ground lease holder’s telephone number and e-mail address;
(3) The name and address of the leasehold tenant;
(4) The name and address of the person to whom the ground rent payment is sent;
(5) The amount and payment dates of the ground rent installments;
(6) To the best of the ground lease holder’s knowledge, a statement of the range of years in which the ground lease was created; and
(7) The liber and folio information for the current ground rent deed of record.

(c) The reporting form for changes or corrections to a ground lease registration shall include a section that provides the ground lease holder the option to include the ground lease holder’s telephone number and e-mail address.

(d) The registration fee for a ground lease per ground lease holder is:
(1) $10 for the first ground lease; and
(2) $5 for each additional ground lease.

§8–705.

(a) The Department shall register a ground lease when the Department receives:
(1) A registration form; and
(2) The appropriate registration fee for each ground lease.

(b) If for any reason the Department is unable to register a ground lease for which a registration form and appropriate fee has been submitted, the Department shall notify the ground lease holder of that ground lease, within 30 days of processing the registration form, of any information needed by the Department so as to complete the registration.

§8–706.

After a ground lease is registered, the ground lease holder shall promptly notify the Department of:
(1) A change in the name or address of the ground lease holder, leasehold tenant, or person to whom the ground rent payment is sent;
(2) A redemption of the ground lease; and
Any other information the Department requires.
§8–707.
If a ground lease is not registered in accordance with this subtitle, the ground
lease holder may not:
(1) Collect any ground rent payments due under the ground lease;
(2) Bring a civil action against the leasehold tenant to enforce any
rights the ground lease holder may have under the ground lease; or
(3) Bring an action against the leasehold tenant under Subtitle 8 of
this title.
§8–708.
The Department shall work with the State Archives to coordinate the
recording, indexing, and linking of ground leases registered under this subtitle.
§8–709.
(a) The Department shall credit all fees collected under this subtitle to the
fund established under § 1–203.3 of the Corporations and Associations Article.
(b) Fees received shall be held in a ground lease registry account in that
fund and shall help defray the costs of the registry created under this subtitle.
§8–710.
The Department shall adopt regulations to carry out this subtitle.
§8–801.
(a) In this subtitle the following words have the meanings indicated.
(b) “Ground lease” means a residential lease or sublease for a term of years
renewable forever subject to the payment of a periodic ground rent.
(c) (1) “Ground lease holder” means the holder of the reversionary
interest under a ground lease.
(2) “Ground lease holder” includes an agent of the ground lease
holder.
(d) “Ground rent” means a rent issuing out of, or collectible in connection
with, the reversionary interest under a ground lease.
(e) “Leasehold interest” means the tenancy in real property created under
a ground lease.
(f) “Leasehold tenant” means the holder of the leasehold interest under a
ground lease.
§8–802.
(a) This subtitle applies to residential property that was or is used, intended
to be used, or authorized to be used for four or fewer dwelling units.
(b) This subtitle does not apply to property:
(1) Leased for business, commercial, manufacturing, mercantile, or
industrial purposes, or any other purpose that is not primarily residential;
(2) Improved or to be improved by any apartment, condominium,
cooperative, or other building for multifamily use of greater than four dwelling units;
or
(3) Leased for dwellings or mobile homes that are erected or placed
in a mobile home development or mobile home park.
§8–803.
(a) This section does not apply to property that is subject to an affordable housing land trust agreement executed under Title 14, Subtitle 5 of this article.
(b) On or after January 22, 2007, the owner of a fee simple or leasehold estate in residential property that is or was used, intended to be used, or authorized to be used for four or fewer dwelling units may not create a reversionary interest in the property under a ground lease or a ground sublease for a term of years renewable forever subject to the payment of a periodic ground rent.

§8–804.
(a) (1) Except as provided in subsection (f) of this section, this section does not apply to irredeemable ground leases preserved under §8–805 of this subtitle.
(2) This section does not apply to an affordable housing land trust agreement executed under Title 14, Subtitle 5 of this article.
(b) (1) Except for apartment and cooperative leases, any reversion reserved in a ground lease for longer than 15 years is redeemable at any time, at the option of the leasehold tenant, after 30 days’ notice to the ground lease holder. Notice shall be given by certified mail, return receipt requested, and by first-class mail to the last known address of the ground lease holder.
(2) The reversion is redeemable:
   (i) For a sum equal to the annual ground rent reserved multiplied by:
      1. 25, which is capitalization at 4 percent, if the ground lease was executed from April 8, 1884 to April 5, 1888, both inclusive;
      2. 8.33, which is capitalization at 12 percent, if the ground lease was or is created after July 1, 1982; or
      3. 16.66, which is capitalization at 6 percent, if the ground lease was created at any other time;
   (ii) For a lesser sum if specified in the ground lease; or
   (iii) For a sum to which the parties may agree at the time of redemption.
(3) (i) If the leasehold tenant is in default under a security instrument, the holder of the secured interest in the property that is subject to a ground lease, or any portion of a ground lease, that is recorded in the land records of the county in which the property is located may apply to the State Department of Assessments and Taxation to redeem the reversion as provided under this section.
   (ii) If a holder of a secured interest applies to redeem a reversion as authorized under subparagraph (i) of this paragraph, the holder also shall pay to the ground lease holder the outstanding amount due, including, if authorized under the ground lease, reasonable late fees, interest, collection costs, and expenses as provided under §8–807 of this subtitle.
(c) If a leasehold tenant has power to redeem the reversion from a trustee or other person who does not have a power of sale, the reversion nevertheless may be redeemed in accordance with the procedures prescribed in the Maryland Rules.
(d) Notwithstanding subsection (b) of this section, any regulatory changes made by a federal agency, instrumentality, or subsidiary, including the Department of Housing and Urban Development, the Federal Housing Administration, the
Government National Mortgage Association, the Federal National Mortgage Association, and the Veterans’ Administration, shall be applicable to redemption of reversions of ground leases for longer than 15 years.

(e) (1) Before the entry of a judgment foreclosing a leasehold tenant’s right of redemption, a reversion in a ground rent or ground lease for 99 years renewable forever held on abandoned property in Baltimore City, as defined in § 14–817 of the Tax – Property Article, may be donated to Baltimore City or, at the option of Baltimore City, to an entity designated by Baltimore City.

(2) Valuation of the donation of a reversionary interest under this subsection shall be in accordance with subsection (b) of this section.

(f) (1) (i) A leasehold tenant who has given the ground lease holder notice in accordance with subsection (b) of this section may apply to the State Department of Assessments and Taxation to redeem a ground rent as provided in this subsection.

(ii) When the Mayor and City Council of Baltimore City acquires property that is subject to an irredeemable ground rent, the City shall become the leasehold tenant of the ground rent and, after giving the ground lease holder notice in accordance with subsection (b) of this section, may apply to the State Department of Assessments and Taxation to extinguish the ground rent as provided in this subsection.

(iii) When the Mayor and City Council of Baltimore City acquires abandoned or distressed property that is subject to a redeemable ground rent, the City shall become the leasehold tenant of the ground rent and, after giving the ground lease holder notice in accordance with subsection (b) of this section, may apply to the State Department of Assessments and Taxation to redeem the ground rent as provided in this subsection.

(2) The leasehold tenant shall provide to the State Department of Assessments and Taxation:

(i) Documentation satisfactory to the Department of the ground lease and the notice given to the ground lease holder; and

(ii) Payment of a $20 fee, and any expediting fee required under § 1–203 of the Corporations and Associations Article.

(3) (i) On receipt of the items stated in paragraph (2) of this subsection, the Department shall post notice on its Web site that application has been made to redeem or extinguish the ground rent.

(ii) The notice shall remain posted for at least 90 days.

(4) Except as provided in paragraph (5) of this subsection, no earlier than 90 days after the application has been posted as provided in paragraph (3) of this subsection, a leasehold tenant seeking to redeem a ground rent shall provide to the Department:

(i) Payment of the redemption amount and up to 3 years’ past due ground rent to the extent required under this section and § 8–806 of this subtitle, in a form satisfactory to the Department; and

(ii) An affidavit made by the leasehold tenant, in the form adopted by the Department, certifying that:
1. The leasehold tenant has not received a bill for ground rent due or other communication from the ground lease holder regarding the ground rent during the 3 years immediately before the filing of the documentation required for the issuance of a redemption certificate under this subsection; or
2. The last payment for ground rent was made to the ground lease holder identified in the affidavit and sent to the same address where the notice required under subsection (b) of this section was sent.

(5) No earlier than 90 days after the application has been posted as provided in paragraph (3) of this subsection, a leasehold tenant seeking to extinguish an irredeemable ground rent or to redeem a redeemable ground rent on abandoned or distressed property that was acquired or is being acquired by the Mayor and City Council of Baltimore shall provide to the Department:
(i) Payment of up to 3 years’ past due ground rent to the extent required under this section and § 8–806 of this subtitle, in a form satisfactory to the Department; and
(ii) An affidavit made by the Commissioner of the Baltimore City Department of Housing and Community Development or the Commissioner’s designee certifying that:
1. The property is abandoned property, as defined in § 21–17(a)(2) of the Public Local Laws of Baltimore City, or distressed property, as defined in § 21–17(a)(3) of the Public Local Laws of Baltimore City;
2. The property was acquired or is being acquired by the Mayor and City Council of Baltimore City; and
3. The existence of the ground rent is an impediment to redevelopment of the site.

(6) At any time, the leasehold tenant may submit to the Department notice that the leasehold tenant is no longer seeking redemption or extinguishment under this subsection.

(7) Upon receipt of the documentation, fees, and, where applicable, the redemption amount and 3 years’ past due ground rent to the extent required under this section and § 8–806 of this subtitle, the Department shall issue to the leasehold tenant a ground rent redemption certificate or a ground rent extinguishment certificate, as appropriate.

(8) The redemption or extinguishment of the ground rent is effective to conclusively vest a fee simple title in the leasehold tenant, free and clear of any and all right, title, or interest of the ground lease holder, any lien of a creditor of the ground lease holder, and any person claiming by, through, or under the ground lease holder when the leasehold tenant records the certificate in the land records of the county in which the property is located.

(9) The ground lease holder, any creditor of the ground lease holder, or any other person claiming by, through, or under the ground lease holder may file a claim with the Department in order to collect all, or any portion of, where applicable, the redemption amount and 3 years’ past due ground rent to the extent required under this section and § 8–806 of this subtitle, without interest, by providing to the
Department:
(i) Documentation satisfactory to the Department of the claimant’s interest; and
(ii) Payment of a $20 fee, and any expediting fee required under § 1–203 of the Corporations and Associations Article.

(10) (i) A ground lease holder whose ground rent has been extinguished may file a claim with the Baltimore City Director of Finance to collect an amount equal to the annual ground rent reserved multiplied by 16.66, which is capitalization at 6 percent, by providing to the Director:
1. Proof of payment to the ground lease holder by the Department of past due ground rent under paragraph (9) of this subsection; and
2. Payment of a $20 fee.
(ii) A ground lease holder of abandoned or distressed property acquired by the Mayor and City Council of Baltimore City whose ground rent has been redeemed may file a claim with the Baltimore City Director of Finance to collect the redemption amount, by providing to the Director:
1. Proof of payment to the ground lease holder by the Department of past due ground rent under paragraph (9) of this subsection; and
2. Payment of a $20 fee.

(11) (i) In the event of a dispute regarding the extinguishment amount as calculated under paragraph (10)(i) of this subsection, the ground lease holder may refuse payment from the Baltimore City Director of Finance and file an appeal regarding the valuation in the Circuit Court of Baltimore City.
(ii) In an appeal, the ground lease holder is entitled to receive the fair market value of the ground lease holder’s interest in the property at the time of the extinguishment.

(12) In the event of a dispute regarding the payment by the Department to any person of all or any portion of the collected redemption amount and up to 3 years’ past due ground rent to the extent required by this section and § 8–806 of this subtitle, the Department may:
(i) File an interpleader action in the circuit court of the county where the property is located; or
(ii) Reimburse the ground lease holder from the fund established in § 1–203.3 of the Corporations and Associations Article.

(13) The Department is not liable for any sum received by the Department that exceeds the sum of:
(i) The redemption amount; and
(ii) Up to 3 years’ past due ground rent to the extent required by this section and § 8–806 of this subtitle.

(14) The Department shall credit all fees and funds collected under this subsection to the fund established under § 1–203.3 of the Corporations and Associations Article. Redemption and extinguishment amounts received shall be held in a ground rent redemption and ground rent extinguishment account in that fund.

(15) The Department shall maintain a list of properties for which ground rents have been redeemed or extinguished under this subsection.
The Department shall adopt regulations to carry out the provisions of this subsection.

Any redemption or extinguishment funds not collected by a ground lease holder under this subsection within 20 years after the date of the payment to the Department by the leasehold tenant shall escheat to the State. The Department shall annually transfer any funds that remain uncollected after 20 years to the State General Fund at the end of each fiscal year.

§8–805.

(a) (1) In this section the following words have the meanings indicated.

(2) "Irredeemable ground rent" means a ground rent created under a ground lease executed before April 9, 1884, that does not contain a provision allowing the leasehold tenant to redeem the ground rent.

(3) "Redeemable ground rent" means a ground rent that may be redeemed in accordance with this section or redeemed or extinguished in accordance with § 8–804(f) of this subtitle.

(b) (1) An irredeemable ground rent shall be converted to, and become, a redeemable ground rent, unless within the time specified in subsection (e) of this section, a notice of intention to preserve irredeemability is recorded.

(2) The conversion of an irredeemable ground rent to a redeemable ground rent occurs on the day following the end of the period in which the notice may be recorded.

(3) A disability or lack of knowledge of any kind does not prevent the conversion of an irredeemable ground rent to a redeemable ground rent if no notice of intention to preserve irredeemability is filed within the time specified in subsection (e) of this section.

(c) (1) Any ground lease holder of an irredeemable ground rent may record a notice of intention to preserve irredeemability among the land records of the county where the land is located.

(2) The notice may be recorded by:

(i) The person claiming to be the ground lease holder; or

(ii) If the ground lease holder is under a disability or otherwise unable to assert a claim on the ground lease holder’s own behalf, any other person acting on the ground lease holder’s behalf.

(d) (1) To be effective and to be entitled to be recorded, the notice shall be executed by the ground lease holder, acknowledged before a notary public, and contain substantially the following information:

(i) An accurate description of the leasehold interest affected by the notice, including, if known, the property improvement address;

(ii) The name of every ground lease holder of an irredeemable ground rent;

(iii) The name of every leasehold tenant as of the time the notice is filed according to the land records or the records of the State Department of Assessments and Taxation;

(iv) The recording reference of the ground lease;

(v) The recording reference of every leasehold tenant’s
leasehold deed, as of the time the notice is filed, according to the land records or the records of the State Department of Assessments and Taxation;

(vi) The recording reference of every irredeemable ground rent ground lease holder’s deed; and
(vii) The block number for the leasehold interest if the property is located in Baltimore City.

(2) (i) A notice that substantially meets the requirements of this section shall be accepted for recording among the land records on payment of the same fees as are charged for the recording of deeds.
(ii) The filing of a notice is exempt from the imposition of a State or local excise tax.

(3) The notice shall be indexed as “Notice of Intention to Preserve Irredeemability”:
(i) In the grantee indices of deeds under the name of every ground lease holder of an irredeemable ground rent;
(ii) In the grantor indices of deeds under the name of every leasehold tenant as of the time the notice is filed according to the land records or the records of the State Department of Assessments and Taxation; and
(iii) In the block index in Baltimore City.

(e) (1) To preserve the irredeemability of an irredeemable ground rent, a notice of intention to preserve shall be recorded on or before December 31, 2010.
(2) If a notice of intention to preserve is not recorded on or before December 31, 2010, the ground rent becomes a redeemable ground rent.
(3) If a notice is recorded on or before December 31, 2010, the ground rent shall remain irredeemable for a period of 10 years from January 1, 2011, to December 31, 2020, both inclusive.
(4) (i) The effectiveness of a filed notice to preserve irredeemability shall lapse on January 1, 2021, and the ground rent shall become a redeemable ground rent, unless a renewal notice containing substantially the same information as the notice of intention to preserve irredeemability is recorded within 6 months before the expiration of the 10–year period set forth in paragraph (3) of this subsection.

(ii) The effectiveness of any subsequently filed renewal notice shall lapse after the expiration of the applicable 10–year period and the ground rent shall become a redeemable ground rent, unless further renewal notices are recorded within 6 months before the expiration of the applicable 10–year period.

(f) A ground rent made redeemable in accordance with this section:
(1) Is redeemable at any time following the date of conversion of the irredeemable ground rent to a redeemable ground rent; and
(2) Shall be redeemable for a sum equal to the annual rent reserved multiplied by 16.66, which is capitalization at 6 percent.

§8–806.
(a) In any suit, action, or proceeding by a ground lease holder, or the transferee of the reversion in property subject to a ground lease, to recover past due
ground rent, the ground lease holder, or the transferee of the reversion is entitled to demand or recover not more than 3 years’ past due ground rent, calculated from the date notice was sent under § 8–807(c)(1) of this subtitle.

(b) If authorized under the ground lease, a ground lease holder may be reimbursed for reasonable late fees, interest, collection costs, and expenses, subject to the same limitations as provided in § 8–807 of this subtitle.

(c) (1) Notwithstanding any other provision of law, in any suit, action, or proceeding to recover past due ground rent, a ground lease holder may only recover not more than 3 years’ past due ground rent, calculated from the date notice was sent under § 8–807(c)(1) of this subtitle, if the property is:
   (i) Owned or acquired by any means by the Mayor and City Council of Baltimore; and
   (ii) Distressed property, as defined in § 21–17(a)(3) of the Public Local Laws of Baltimore City.

(2) Notwithstanding any other provision of law, a ground lease holder may not bring any suit, action, or proceeding against the current leasehold tenant to recover the ground rent that was due and owing from a former leasehold tenant before the date that the current leasehold tenant acquired title, if the property is:
   (i) Owned or acquired by any means by the current leasehold tenant; and
   (ii) Abandoned property, as defined in § 21–17(a)(2) of the Public Local Laws of Baltimore City.

(3) With regard to property described under paragraphs (1) and (2) of this subsection, a ground lease holder may request in writing that the current leasehold tenant acquire the reversionary interest under the ground lease for the market value established at the time of the acquisition by the current leasehold tenant under the ground lease.

§8–807.
(a) For property subject to a ground lease in effect on or after July 1, 2007, a ground lease holder may bring an action for possession for nonpayment of ground rent only:
(1) If the ground lease holder has the lawful right to claim possession for nonpayment of ground rent;
(2) If the ground lease is registered with the State Department of Assessments and Taxation under Subtitle 7 of this title;
(3) If the payment of ground rent is at least 6 months in arrears; and
(4) As provided under this section.
(b) A holder of a secured interest in the property that is subject to the ground lease, or any portion of the ground lease, that is recorded in the land records of the county in which the property is located may cure the default by paying the outstanding amount due, including, if authorized under the ground lease, reasonable late fees, interest, collection costs, and expenses subject to the same provisions that are applicable to a leasehold tenant who cures a default after receiving notice under subsection (c) or (d) of this section or receiving personal service of process in an action.
filed under subsection (f) of this section.

(c) (1) No less than 60 days before filing an action for possession, the
ground lease holder shall send a notice, in the form required under paragraph (2) of
this subsection, to the leasehold tenant’s last known address as shown in the records
of the State Department of Assessments and Taxation, or other place of business or
residence if known, by:
(i) First-class mail; and
(ii) Certified mail, return receipt requested.

(2) The notice required under paragraph (1) of this subsection shall
be in substantially the same form as the notice contained on the Web site of the State
Department of Assessments and Taxation.

(3) If authorized under the ground lease, a ground lease holder may
be reimbursed for reasonable late fees, interest, collection costs, and expenses not
exceeding $100, provided the outstanding amount due is paid after the notice sent
under paragraph (1) of this subsection and before a notice is sent under subsection
(d) of this section.

(d) (1) After notice has been sent under subsection (c) of this section and
no less than 30 days before filing an action for possession, the ground lease holder
shall send a notice, in the form required under paragraph (2) of this subsection, to
the leasehold tenant’s last known address as shown in the records of the State
Department of Assessments and Taxation, or other place of business or residence if
known, by:
(i) First-class mail; and
(ii) Certified mail, return receipt requested.

(2) The notice required under paragraph (1) of this subsection shall
be in 14 point bold font and include:
(i) An itemized bill for the payment due;
(ii) The amount necessary to cure the default, including late
fees, interest, collection costs, and expenses authorized under paragraph (3) of this
subsection;
(iii) The name and address of the person to whom to send the
payment due;
(iv) The name and contact information of the person to contact
for questions about the notice; and
(v) A statement that unless the default is cured in 30 days:
1. The ground lease holder intends to file an action for
possession; and
2. The leasehold tenant may be liable for reimbursing
the ground lease holder for expenses and costs incurred in connection with the
collection of past due ground rent and the filing of the action for possession.

(3) If authorized under the ground lease, a ground lease holder may
be reimbursed for reasonable late fees, interest, collection costs, and expenses not
exceeding $650, including:
(i) Title abstract and examination fees;
(ii) Judgment report costs;
(iii) Photocopying and postage fees; and
(iv) Attorney’s fees.
(e) (1) The ground lease holder shall send a copy of the notice required under subsection (d) of this section to any holder of record of a secured interest in the property that is subject to the ground lease, or any portion of the ground lease, that is recorded in the land records of the county in which the property is located, to the address shown in the land records or another address if known, by:
(i) First-class mail; and
(ii) Certified mail, return receipt requested.
(2) The notice required under paragraph (1) of this subsection shall be accompanied by a statement that the holder of a secured interest may:
(i) Cure the default by paying the outstanding amount due, including reasonable late fees, interest, collection costs, and expenses authorized under subsection (d)(3) of this section; or
(ii) 1. Redeem the property in accordance with § 8–804 of this subtitle; and
2. Cure the default by paying the outstanding amount due, including reasonable late fees, interest, collection costs, and expenses authorized under subsection (d)(3) of this section.
(3) If notice is not sent to a holder of record of a secured interest in the property that is subject to the ground lease, or any portion of the ground lease, that is recorded in the land records of the county in which the property is located, a judgment in favor of the ground lease holder does not impair the right of the holder of the secured interest to enforce the secured interest against the property.
(f) (1) If the default is not cured, the ground lease holder may file in circuit court an action for possession no less than 30 days after notice is sent under subsection (d) of this section.
(2) An action filed under this subsection shall be accompanied by:
(i) An itemized bill for the payment due;
(ii) The amount necessary to cure the default, including reasonable late fees, interest, collection costs, and expenses authorized under paragraph (3) of this subsection;
(iii) The name and address of the person to whom to send the payment due;
(iv) An affidavit affirming compliance with the notice requirements under subsections (b), (c), and (d) of this section, including copies of the proofs of mailing from the United States Postal Service; and
(v) A list of each holder of record of a secured interest in the property that is subject to the ground lease, or any portion of the ground lease, that is recorded in the land records of the county in which the property is located.
(3) If authorized under the ground lease, a ground lease holder may be reimbursed for reasonable late fees, interest, collection costs, and expenses, including:
(i) Filing fees and court costs;
(ii) Expenses incurred in the service of process or otherwise providing notice;
(iii) Reasonable attorney’s fees not exceeding $500; and
(iv) Taxes, including interest and penalties, that have been paid by the ground lease holder or plaintiff.
(g) (1) Personal service of process in an action filed under subsection (f) of this section shall be made in accordance with the Maryland Rules.

(2) The individual making service of process under this subsection shall file proof of service with the court in accordance with the Maryland Rules.
(h) (1) A holder of record of a secured interest in the property that is subject to the ground lease, or any portion of the ground lease, that is recorded in the land records of the county in which the property is located, shall be made a party, as provided under the Maryland Rules, to an action filed under subsection (f) of this section.
(2) The ground lease holder shall send to each holder of record of a secured interest that is made a party to the action under paragraph (1) of this subsection a statement that the holder of a secured interest may:
(i) Cure the default by paying the outstanding amount due, including reasonable late fees, interest, collection costs, and expenses authorized under subsection (f)(3) of this section; or
(ii) 1. Redeem the property in accordance with § 8–804 of this subtitle; and
2. Cure the default by paying the outstanding amount due, including reasonable late fees, interest, collection costs, and expenses authorized under subsection (f)(3) of this section.
(3) If a holder of record of a secured interest is not made a party to the action as provided under paragraph (1) of this subsection, a judgment in favor of the ground lease holder does not impair the right of the holder of the secured interest to enforce the secured interest against the property.
(i) Within 6 months after execution of a writ of possession in favor of the ground lease holder, the leasehold tenant or any other person claiming under the ground lease may:
(1) Pay the past due ground rent and any late fees, interest, collection costs, and expenses authorized under this section; and
(2) Commence a proceeding to obtain relief from the writ.
(j) (1) Except as provided in this section, a ground lease holder or plaintiff is not entitled to reimbursement for any costs or expenses related to the collection of ground rent.
(2) A ground lease holder or plaintiff may not receive a writ of possession or reimbursement for any costs or expenses related to the collection of ground rent unless all the notice requirements of this section are met.
(k) If a ground lease holder receives and executes a writ of possession, and if authorized under the ground lease, the ground lease holder may be reimbursed for reasonable late fees, interest, collection costs, and expenses as specified in subsection (c)(3), (d)(3), or (f)(3) of this section.
This section does not preclude a ground lease holder from using other legal means to enforce a ground lease.

§8–808.
(a) Within 30 days of any change of address of a leasehold tenant, the leasehold tenant shall notify the ground lease holder of the change, including the new address and the date of the change.
(b) Within 30 days of any transfer of a leasehold interest on property subject to a ground lease, the leasehold tenant shall notify the ground lease holder of the transfer. The notification shall include the name and address of the transferee, and date of transfer.
(c) A leasehold tenant shall send notice under this section to the last known address of the ground lease holder.

§8–809.
(a) A ground lease holder may not collect a yearly or half–yearly installment payment of a ground rent due under the ground lease unless:
(1) The ground lease is registered with the State Department of Assessments and Taxation under Subtitle 7 of this title; and
(2) At least 60 days before the payment is due, the ground lease holder mails a bill to the last known address of the leasehold tenant and to the address of the property subject to the ground lease.
(b) The bill shall include a notice in boldface type, at least as large as 14 point, in substantially the following form:

“NOTICE REQUIRED BY MARYLAND LAW REGARDING YOUR GROUND RENT

This property (address) is subject to a ground lease. The annual payment on the ground lease (“ground rent”) is $ (dollar amount), payable in yearly or half–yearly installments on (date or dates).

The next ground rent payment is due (day, month, year) in the amount of $ (dollar amount).

The payment of the ground rent should be sent to:

(name of ground lease holder)
(address)
(phone number)

NOTE REGARDING YOUR RIGHTS AND RESPONSIBILITIES UNDER MARYLAND LAW:
The ground lease holder is required to register the ground lease with the State Department of Assessments and Taxation and is prohibited from collecting ground rent payments unless the ground lease is registered. If the ground lease is registered, as the owner of this property, you are obligated to pay the ground rent to the ground lease holder. To determine whether the ground lease is registered, you may check the Web site of the State Department of Assessments and Taxation. It is also your responsibility to notify the ground lease holder if you change your address or transfer ownership of the property.

If you fail to pay the ground rent on time, you are still responsible for paying the ground rent. In addition, if the ground lease holder files an action in court to collect
the past due ground rent, you may be required to pay the ground lease holder for fees
and costs associated with the collection of the past due ground rent. In addition, the
ground lease holder may also file an action in court to take possession of the property,
which may result in your being responsible for additional fees and costs and
ultimately in your loss of the property. Please note that under Maryland law, a
ground lease holder may demand not more than 3 years of past due ground rent, and
there are limits on how much a ground lease holder may be reimbursed for fees and
costs. If you fail to pay the ground rent on time, you should contact a lawyer for advice.
As the owner of this property, you are entitled to redeem, or purchase, the ground
lease from the ground lease holder and obtain absolute ownership of the property.
Unless you and the ground lease holder agree to a lesser amount, the amount to
redeem your ground lease is _______. If you wish to redeem the ground lease, contact
the ground lease holder. If the identity of the ground lease holder is unknown, the
State Department of Assessments and Taxation provides a process to redeem the
ground lease that may result in your obtaining absolute ownership of the property. If
you would like to obtain absolute ownership of this property, you should contact a
lawyer for advice.”.

§8–810.
(a) Within 30 days after any transfer of a ground lease, the transferee shall
notify the leasehold tenant of the transfer.
(b) (1) The notification shall include the name and address of the new
ground lease holder and the date of the transfer.
(2) If the property is subject to a redeemable ground rent, the
notification shall also include the following notice:
“ As the owner of the property subject to this ground lease, you are entitled to
redeem, or purchase, the ground lease from the ground lease holder and obtain
absolute ownership of the property. The redemption amount is fixed by law but may
also be negotiated with the ground lease holder for a different amount. For
information on redeeming the ground lease, contact the ground lease holder.”
(c) A ground lease holder shall send notice under this section to the last
known address of the leasehold tenant.
§8–811.
A contract for the sale of real property subject to a ground rent shall contain the
following notice in boldface type, at least as large as 14 point, in substantially the
following form:
“ NOTICE REQUIRED BY MARYLAND LAW
REGARDING YOUR GROUND RENT
This property (address) is subject to a ground lease. The annual payment on the
ground lease (“ground rent”) is $(dollar amount), payable in yearly or half–yearly
installments on (date or dates).
The next ground rent payment is due (day, month, year) in the amount of $(dollar
amount).
The payment of the ground rent should be sent to:
(name of ground lease holder)
(address)
NOTE REGARDING YOUR RIGHTS AND RESPONSIBILITIES UNDER MARYLAND LAW:
As the owner of this property, you are obligated to pay the ground rent to the ground lease holder. It is also your responsibility to notify the ground lease holder if you change your address or transfer ownership of the property.
If you fail to pay the ground rent on time, you are still responsible for paying the ground rent. In addition, if the ground lease holder files an action in court to collect the past due ground rent, you may be required to pay the ground lease holder for fees and costs associated with the collection of the past due ground rent. In addition, the ground lease holder may also file an action in court to take possession of the property, which may result in your being responsible for additional fees and costs and ultimately in your loss of the property. Please note that under Maryland law, a ground lease holder may demand not more than 3 years of past due ground rent, and there are limits on how much a ground lease holder may be reimbursed for fees and costs. If you fail to pay the ground rent on time, you should contact a lawyer for advice.
As the owner of this property, you are entitled to redeem, or purchase, the ground lease from the ground lease holder and obtain absolute ownership of the property.

The redemption amount is fixed by law as follows:
(1) For a sum equal to the annual rent reserved multiplied by:
   (i) 25, which is capitalization at 4 percent, if the lease was executed from April 8, 1884, to April 5, 1888, both inclusive;
   (ii) 8.33, which is capitalization at 12 percent, if the lease was or is created after July 1, 1982; or
   (iii) 16.66, which is capitalization at 6 percent, if the lease was created at any other time;
(2) For a lesser sum if specified in the lease; or
(3) For a sum to which the parties may agree at the time of redemption.

The amount to redeem your ground lease is _____. If you wish to redeem the ground lease, contact the ground lease holder. If the identity of the ground lease holder is unknown, the State Department of Assessments and Taxation provides a process to redeem the ground lease that may result in your obtaining absolute ownership of the property. If you would like to obtain absolute ownership of this property, you should contact a lawyer for advice.”

§8–812.
(a) This section does not apply to a:
(1) Home equity line of credit;
(2) Loan secured by an indemnity deed of trust; or
(3) Commercial loan.
(b) Before the settlement of a loan secured by a mortgage or deed of trust on residential real property improved by four or fewer single–family units that is subject to a redeemable ground rent, the settlement agent shall notify the borrower that:
(1) The borrower has the right to redeem the ground rent under § 8–
804 of this subtitle;
(2) The redemption amount is fixed by law but may also be
negotiated with the ground lease holder for a different amount;
(3) It may be possible to include the amount of the redemption in this
loan;
(4) For information on redeeming the ground rent, the borrower
should contact the ground lease holder; and
(5) For information on including the amount of the redemption in this
loan, the borrower should contact the lender or credit grantor making this loan.