

MARYLAND **TENANT GUIDE**



2026



INTRODUCTION

Founded in 2000, Economic Action Maryland Fund is a leading force for economic justice. We are a multi-racial, people-centered movement to expand economic rights, housing justice, and community reinvestment for working families, low-income communities, and communities of color.

Working at the local, state, and federal level, we unite individual advocates, poverty, civil rights, labor, and other public interest groups to press for policies that protect vulnerable Marylanders. We have led successful statewide advocacy campaigns to pass the strongest medical debt protections in the country, first-in-the-nation legislation to regulate for-profit colleges, innovative reforms to make auto insurance more affordable, and more. Our ground-breaking research on debt settlement, debt collection policies and practices, and an analysis of for-profit colleges operating in Maryland use data and stories to drive home the need for systemic reform.

Over the last 20+ years, We have assisted thousands of Marylanders through our Securing Older Adult Resources (SOAR) program, Fair Housing, and Tenant Advocacy programs. We've kept our clients housed by preventing tax sales, saved our clients thousands of dollars in earned benefits, and empowered homeowners and renters faced with discrimination.

Economic Action Maryland Fund provides direct assistance today while passing legislation and regulations to create systemic change in the future.

Searching for new rental housing can be challenging under the best of circumstances. However, if you don't know your rights, what questions to ask, and issues to consider before you sign on the dotted line, renting a property may become a financial nightmare.

In Maryland, 33% of residents live in rental housing, according to the US Census Bureau. While many are happy, many others come to us with problems. Rather than contacting us after a problem begins, use this guide to avoid problem properties, know your rights, and know what to do if something does go wrong.

The information in this guide should not be considered legal advice, and you may wish to consult with an attorney about your specific problem and circumstances. We made every effort to ensure the accuracy of the information but take no responsibility for any errors. Blue underlined text is linked to additional resources you may find useful as you start your rental search and tenancy.

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THE PROPERTY SEARCH

Start your search with proximity to school, work, shopping, etc. in mind.

Once you've narrowed down the area where you want to live, make a few visits to the area at different times of day, so you can gauge things like noise and activity levels, street lighting and safety, and what kind of activities and amenities the neighborhood has to offer.

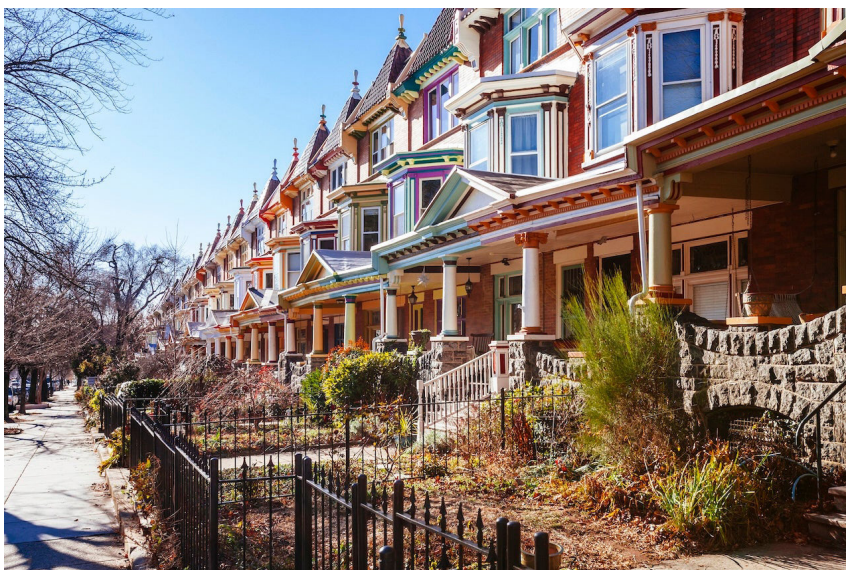
If you currently have access to a car, consider how easy or difficult it might be to access these things if you found yourself without a car and needed to rely on public transit.

Know What You Can Afford

It can be expensive to rent and in this economy, prices are rising in many areas while wages have stayed the same. Make sure you rent a place that you can comfortably afford.

Spending more than 30% of your monthly income on housing could lead to a shaky financial situation later on. Be sure to factor in the other costs associated with living in a rental property:

- Utilities, which might include a water and sewer charge
- A fee for trash pickup
- The cost of commuting to and from work or school
- Parking fees
- Amenity and other fees



- **DON'T SIGN A LEASE ON A PROPERTY YOU HAVEN'T SEEN IN PERSON.**
- **MAKE SURE THE PHOTOS YOU'RE SEEING ARE RECENT -- ASK FOR ADDITIONAL PHOTOS IF YOU'RE UNSURE.**
- **MAKE SURE THE PERSON ACTING AS THE LANDLORD IS AUTHORIZED TO DO SO.**

- **BE CAREFUL OF RENTAL PROPERTY SCAM ADS. USE A REPUTABLE WEBSITE OR REAL ESTATE PROFESSIONAL WHEN YOU'RE UNABLE TO VIEW PROPERTIES IN PERSON.**
- **IF A PROPERTY IS RENTING FOR MUCH BELOW MARKET RATE, IT COULD BE A SCAM.**

- **LET'S SAY YOU EARN \$40,000 PER YEAR.**
- **YOUR GROSS MONTHLY INCOME (\$40,000 DIVIDED BY 12) WOULD BE \$3,333**
- **30% OF THAT NUMBER WOULD BE \$1,111**
- **PAYING MUCH MORE THAN \$1,111 EVERY MONTH COULD RESULT IN A FINANCIAL STRUGGLE.**

Research the Landlord

There is a lot of information available online that tells you the kind of landlord that manages the property you are interested in. Spend time reviewing these resources to go beyond a first impression. Does your landlord follow the law? Is the landlord paying the municipal bills like taxes and water/sewer in a timely manner?

Here are some tips and resources for researching your potential new landlord – while we can't guarantee you'll get a great landlord, this may help weed out some of the worst.

- [Look into your potential landlord's legal history.](#) Do they have multiple foreclosures, rent escrow cases, lead paint lawsuits, or other issues? That's probably not a good sign.
- Is the property a [registered and/or licensed rental](#)?
- Was that rehab work done with permits? If you [inquire about an address](#), and no permits were found (or no recent ones) – you may want to think twice about the home.
- If your landlord is a contractor or “does home improvement work” – [are they a licensed Maryland Home Improvement Contractor](#)? No license could mean no permits, and no inspections.
- Are the [property taxes and water accounts](#) current? You don't want to move into a new rental home, only to have that home go on the local tax sale list a few months later.
- Ask for references from former and current tenants – see what others have to say about your potential landlord.
- Maryland tenants are entitled to a copy of the lease before applying for a property. Ask for a copy, and make sure there are no illegal lease clauses.

■ **IF SOMETHING DOESN'T LOOK RIGHT, OR FEEL RIGHT, DON'T SIGN ON THE DOTTED LINE.**

■ **A LEASE IS A LEGALLY BINDING CONTRACT, AND VERY DIFFICULT TO GET OUT OF ONCE YOU'VE SIGNED.**

■ **THE MOST IMPORTANT THING TO REMEMBER IS TO ALWAYS TRUST YOUR INSTINCTS.**

THE APPLICATION PROCESS

Once you've found the ideal place and researched the landlord, you need to know what to do next to protect yourself before you sign the contract and start preparing to move in.

Most landlords charge a fee to apply to lease a property in their complex. A landlord can only keep \$25 of an application fee as non-refundable. If the landlord does not refund the balance of your fee within 15 days after your application was accepted or denied, you have the right to ask the landlord what the money was used for.

Some management companies will charge a "holding fee" if you've expressed an interest in a rental. Make sure you find out whether this money is refundable. The amount of the 'holding fee' should not be an equal amount to a security deposit.

Reusable Tenant Screening Reports

Landlords frequently purchase screening reports when you apply to live in their properties. These reports can include information about your credit score, past rental history, and whether there are any court judgments filed against you. Although landlords can only keep \$25 for an application fee plus what they actually spent to process it, if you apply to multiple properties these fees can add up. A reusable tenant screening report is one way to reduce those costs.

You can request a reusable screening report from a consumer reporting agency at your own expense. These reports are made directly available to landlords for no charge to them and are valid for 30 days.

Landlords must let you know if they accept reusable tenant screening reports in one of these ways:

- A statement on a rental listing;
- Notice posted on the homepage of a website;
- Information in an online rental application page; or
- Any other way that reasonably provides potential tenants with notice.

- **IF YOU PAY A HOLDING FEE, BE SURE TO GET A RECEIPT THAT CLEARLY STATES WHETHER THE MONEY IS REFUNDABLE OR WILL BE APPLIED TO YOUR SECURITY DEPOSIT.**
- **A LANDLORD CAN REJECT YOUR APPLICATION BEFORE THE LEASE IS SIGNED IF YOU MAKE A MATERIAL CHANGE TO THE REUSABLE SCREENING REPORT.**

Third-Party Tenant Screening

Landlords commonly require background checks and credit reports when you apply to rent a home. But now companies are selling “tenant screening reports” that focus on your rental history. These reports range from assigning a number like a credit score to recommending whether a landlord should rent to you.

Credit reports and background checks are regulated by the Federal Trade Commission and the Consumer Financial Protection Bureau, but tenant screening reports are newer and not as regulated. The companies that sell them can be secretive with the information they use.

You do have rights when landlords use these reports. If your application is denied because of information in the report, you should get an “adverse action notice” so you can request to see the information in the report and dispute inaccurate or incomplete data.

Security Deposits

Landlords will require a security deposit to cover unpaid rent or property damage. They can charge up to the equivalent of one month's rent for the deposit, with very few exceptions. Information on the landlord's responsibility to return your deposit is found later in this guide.

The landlord must include a written receipt for your security deposit in the lease. The receipt must inform you that:

- You have the right to an inspection with the landlord to record preexisting damages if you request it by certified mail in the 15 days after you move in. You can print and use our move-in/move-out checklist for this inspection.
- You have the right to be present for the inspection when you move out if you notify the landlord your moving date and your new address at least 15 days before you plan to move out. The landlord must provide the inspection date in writing.
- The landlord must return the security deposit in the 45 days after your tenancy ends. If they deduct any money from the deposit, they must provide a written list of charges to justify what they deducted.

■ **MAKE SURE THE INFORMATION IN THE TENANT SCREENING REPORT IS ACCURATE, INCLUDING YOUR SOCIAL SECURITY INFORMATION, PREVIOUS ADDRESSES, AND COURT ACTIONS.**

■ **IF YOU REQUEST TO SEE YOUR REPORT OR DISPUTE INFORMATION, AND THE COMPANY DOESN'T COMPLY, YOU SHOULD CONTACT THE [CONSUMER FINANCIAL PROTECTION BUREAU](#) TO FILE A COMPLAINT.**

■ **IF A LANDLORD DOESN'T PROVIDE YOU WITH A RECEIPT FOR YOUR SECURITY DEPOSIT, THEY OWE YOU \$25.**

Security Deposit Alternatives

There are alternatives to security deposits that landlords might use to protect them against unpaid rent or property damage, such as “security deposit insurance” or “surety bonds”. These may seem attractive because they can cost less than a security deposit. But there are major differences between deposits and the products offered by companies like LeaseLock and Rhino. You should think twice before agreeing to use one of these security deposit alternatives.

- Landlords are normally required to return your security deposit after you move out, but with surety bonds and similar products you don't get the money back.
- These products aren't regulated by landlord-tenant laws the way security deposits are.
- Because companies that sell security deposit alternatives aren't bound by landlord-tenant laws, they can sue you to collect unpaid rent or fees during your tenancy.
- If the security deposit alternative company terminates their contract with your property management company, you may be asked to pay a security deposit immediately, and the money you originally paid will most likely not be refunded.
- If you want to cancel your security deposit alternative agreement, the landlord needs to agree to the cancellation. Otherwise, the agreement will most likely remain in effect.

■ **WHAT MIGHT SEEM LIKE A CHEAP ALTERNATIVE TO A SECURITY DEPOSIT COULD END UP COSTING YOU THOUSANDS OF DOLLARS. ALSO, DESPITE THE NAME, “SECURITY DEPOSIT INSURANCE” IS NOT AN INSURANCE POLICY.**

■ **MAKE SURE YOU UNDERSTAND THE TERMS AND CONDITIONS OF USING AN ALTERNATIVE TO A SECURITY DEPOSIT, AND MAKE SURE YOU HAVE ALL OF THE TERMS IN WRITING, INCLUDING ANY RESPONSES TO QUESTIONS.**

■ **SECURITY DEPOSIT ALTERNATIVES ARE FOR THE LANDLORD'S PROTECTION. YOU CAN STILL BE HELD LIABLE FOR UNPAID RENT AND DAMAGES.**



TIME TO SIGN THE LEASE AND MOVE IN

You've found a place, filled out the application, paid the security deposit, and started dreaming of where you will put your prized possessions in your new apartment. Now it's time to sign your lease. But before you do, take your time to read your lease carefully and to know what you are signing. A lease is a legal document and it is much harder to get out of a lease than it is to avoid signing a predatory or unfair one.

You will have to pay your first month's rent, which should be prorated, if you're not moving in on the first of the month or close to it. You may also have to pay other fees up front:

- Utility deposit, if you're responsible for paying your own utility bills directly to the utility company
- Pet fee or pet rent
- Amenity fee (similar to a Homeowner's Association or condo fee this should take care of things like outdoor maintenance, pool, gym, etc.)

Renter's Insurance

Most landlords require a tenant to obtain renter's insurance. You are under no obligation to list your landlord as a beneficiary of this policy, or as an "interested party". You are also under no obligation to purchase a policy through your landlord or management company – you should get quotes from a few different insurance companies, and pick the one that fits within your budget and insurance needs.

Most renter's insurance policies do not cover water damage or the replacement of a tenant's belongings after a flood or other water-related issue. Ask your insurance agent about the possibility of purchasing additional "water coverage" if you think this might be necessary.

After You Sign the Lease, Before You Move In

Maryland law requires landlords to keep their properties safe for their tenants. This is called the implied warranty of habitability, and it applies to every lease. Neither you nor your landlord can waive it. Maryland's law is specific about what violates the warranty and what does not.

- **MAKE SURE ALL UP-FRONT AND MONTHLY FEES ARE CLEARLY LISTED IN YOUR LEASE, INCLUDING THE DOLLAR AMOUNT AND WHAT THOSE FEES COVER.**

- **RENTER'S INSURANCE IS TO COVER LOSSES BY THE TENANT IN CASE OF THINGS LIKE FIRE, OR A BREAK-IN. YOUR LANDLORD SHOULD HAVE THEIR OWN INSURANCE TO COVER THEIR OWN LOSSES IN THE EVENT OF A DISASTER.**

- **YOU SHOULD ALWAYS DO A DETAILED WALK-THROUGH WITH YOUR LANDLORD BEFORE MOVING IN. DOWNLOAD AND USE OUR HANDY CHECKLIST BEFORE YOU MOVE IN, AND WHEN YOU MOVE OUT.**

Do a Self-Inspection Before Moving In

Make sure the apartment is in a habitable condition before you move in. Go around the apartment and make note of any items that need repair, or items you may have questions about.

Issues that are covered under Maryland's warranty of habitability:

- Lack of heat, electricity, running water
- Lack of functioning toilets
- Serious structural defects that present a danger
- Rodent infestation
- Any serious health hazard or fire hazard

The law also lists problems not covered by the warranty:

- Cosmetic issues like worn-out rugs, carpets, and paint
- Small cracks in the walls, floors, or ceilings
- Absence of linoleum or tile
- Absence of air conditioning

You can use our handy Move In/Move Out Checklist to list issues and needed repairs, found towards the back of this Guide.

Maryland law requires that you can peaceably and quietly enter the leased unit at the beginning of your lease. If you can't move in at the beginning of the lease, you have several options:

- Keep the apartment but make sure that the rent is reduced (or removed) until you can move in.
- Terminate the lease by written notice to the landlord during the time you should be able to access the unit but aren't able to. If the lease is terminated because you can't move in, the landlord the landlord is responsible for returning **all** money or property given as prepaid rent, deposit, or security.

If you can't move in because the previous tenant hasn't left, the landlord can sue to evict them and for damages after the end of their term. The landlord can join you as a party to this lawsuit.

- **IF AIR CONDITIONING IS MENTIONED IN THE LEASE AS AN AMENITY, AND YOU NOTICE IT'S NOT WORKING AT THE TIME YOU MOVE IN, YOU MAY BE ABLE TO SUE FOR BREACH OF LEASE IF REPAIRS AREN'T MADE.**

- **IF YOU NEED TO STAY IN A HOTEL AND PAY TO STORE YOUR BELONGINGS BECAUSE YOUR HOME IS NOT READY TO MOVE INTO ON THE DATE LISTED IN YOUR LEASE, YOUR LANDLORD MAY BE RESPONSIBLE FOR REIMBURSING YOU FOR REASONABLE COSTS.**

COMMON ISSUES

Here are some issues we frequently hear about from tenants, and some tips to navigate these issues, without having to go to court. Court should always be a last resort, as good communication between the landlord and tenant is key to maintaining a positive relationship.

Lack of Maintenance or Repairs

Even in the best of times, things around the house will break or stop functioning. In most cases, it's the landlord's responsibility to maintain all of the systems in a rental property: electrical, heat, plumbing, the roof, etc. You may find that your landlord is not responsive to your needs and not making repairs in a timely manner. [In Maryland, you can file for rent escrow when communication with the landlord has stopped, or the landlord refuses to make necessary repairs.](#)

[If multiple tenants in the same building have issues with repairs or a lack of maintenance, you may be able to join together to sue for rent escrow.](#)

[Click here](#) for a sample letter giving the landlord notice that repairs need to be made.

Unable to Pay Rent

If you find yourself in a situation where you'll have to pay the rent late or you can't pay at all, make sure you let your landlord know quickly. Late fees in Maryland are limited to 5% of the monthly rent, but they add up quickly, the further behind you fall.

If you have received an eviction notice, please call 211 immediately, and ask for the ACE/Coordinated Eviction Prevention Intake.

Automatic Lease Renewal Clauses

Some leases have an "auto-renew" provision. This means that your lease will automatically renew if you or the landlord don't give notice to terminate it. If the renewed lease lasts more than one month, the automatic renewal clause needs to be its own line item in the lease, and cannot be buried in another section. Also, there must be a space for your signature specific to the automatic renewal provision. If this line item is not signed or initialed, it cannot be enforced.

■ CLEAR COMMUNICATION TO YOUR LANDLORD REGARDING YOUR FINANCIAL SITUATION IS CRITICAL, IF YOU FIND YOURSELF UNABLE TO PAY THE RENT. MAKE SURE CONVERSATIONS ARE DOCUMENTED, IN CASE YOU NEED TO REFER TO THEM AT A LATER TIME.

■ YOU SHOULD WEIGH YOUR OPTIONS BEFORE AGREEING TO AUTOMATICALLY RENEW YOUR LEASE. IT MIGHT OFFER A SENSE OF STABILITY, BUT YOU CAN GET STUCK IN ANOTHER LEASE TERM IF YOU DON'T GIVE THE LANDLORD NOTICE YOU INTEND TO LEAVE.

Breaking the Lease

After signing your lease, you might have reasons to not move in. Later on, you might want to break the lease and leave. Some leases have sections for early termination that spell out how much notice to give the landlord and your penalty. If yours doesn't and you break the lease, you can be on the hook for rent until the lease expires or the landlord finds a tenant to replace you - except for these exceptions:

- Active Duty Military - Change of Assignment
- Medical Hardship with Doctor's Written Certification
- Victims of Domestic Violence

The landlord must make reasonable efforts to avoid losing rent by trying to find someone to rent the unit. The landlord doesn't have to show your unit before other available units, but they must try to find a new tenant to limit their losses. This duty can't be waived in any lease agreement.

Sale of the Property

If your landlord sells or transfers the property to a new owner and they have notice it's leased to you, the new owner must honor the lease. They're also responsible for returning the security deposit with interest. In Baltimore City, a landlord first has to offer the property to the tenant, at a reasonable sale price. Other jurisdictions may have a similar requirement, and doing some research is worthwhile, particularly if you would be interested in purchasing the property.

Noise and Harrassment

You have the right to "quietly enjoy" the property you rent. This means that you can move in when the lease term starts, and after that you can use and enjoy the property without unreasonable disturbance by the landlord, and in some situations, other tenants.

The landlord could be liable to you if your quiet enjoyment is breached by another tenant, assuming the landlord has some control over the offending tenant's behavior.

If the problem seriously interferes with your use and enjoyment of the property, you may be justified in abandoning the property if the landlord doesn't take action to correct the problem.

■ **IF YOUR LEASE AGREEMENT DOESN'T HAVE A SECTION FOR EARLY TERMINATION AND YOU DON'T FIT WITHIN THE LISTED EXCEPTIONS, YOU COULD BE LIABLE FOR RENT FOR THE REMAINDER OF YOUR LEASE TERM.**

■ **DOCUMENT EVERYTHING YOU EXPERIENCE. IF THE LEASE PROHIBITS DISRUPTIVE ACTIVITY AND THE LANDLORD FAILS TO NOTIFY THE OFFENDING TENANT OF THE VIOLATION, OR IF NECESSARY, EVICT THEM, THEY MAY BE LIABLE.**

Mold

A new law known as the Maryland Tenant Mold Protection Act went into effect that will finally protect tenants against landlords who won't acknowledge or make substantive repairs to conditions that result in mold.

The law puts the burden and cost of testing onto the landlord, including local housing authorities or government agencies, if they own the property. If an initial test detects mold, the landlord has to pay for and perform mold remediation within 45 days after the test is completed, depending on the extent of the issue.

The law requires state agencies, such as the Department of the Environment and Department of Housing and Community Development create and update an accessible website and brochure on mold remediation and causes of mold. The brochure is to be given to tenants at the time their lease agreement is signed. Tenants can also request a copy at any time.

Maryland Ratio Utility Billing System (RUBS)

If a landlord uses a ratio utility billing system to bill tenants for one or more utilities, the landlord shall provide the following to all prospective tenants in writing:

- A statement that the tenant will be billed by the landlord for allocated utility services and that identifies all utilities at issue,
- A copy of the last two utility bills issued to the landlord
- A description of the method that will be used to allocate the cost of the utility to the tenant, by utility
- The average monthly bill for all dwelling units in the residential rental property in the previous calendar year, by utility
- A statement that the tenant has the right to inspect records retained by the landlord that document a bill for utilities on written request
- Information regarding any additional service charges or administrative fees to be paid by the tenant for the operation of the ratio utility billing system

■ **IF YOU HAVE MOLD IN YOUR HOME, PLEASE GET TESTING DONE AS SOON AS POSSIBLE. YOUR LANDLORD IS NOT ONLY RESPONSIBLE FOR THE MOLD ABATEMENT, BUT THEY MUST CORRECT THE ISSUES THAT ARE ALLOWING MOLD TO GROW.**

■ **A LEASE THAT REQUIRES A TENANT TO PAY THE UTILITY CHARGES BILLED TO THE TENANT UNDER A RATIO UTILITY BILLING SYSTEM SHALL BE UNENFORCEABLE IF THE LANDLORD FAILS TO PROVIDE THE INFORMATION REQUIRED ABOVE, TO THE TENANT IN WRITING.**



Retaliation by the Landlord

If you're not behind on rent, a landlord can't retaliate against you for these acts.

- If you or someone acting on your behalf gives notice about an alleged violation of the lease or the law, or a dangerous housing condition to the landlord or a public agency
- If you or someone on your behalf filed a lawsuit against the landlord, or participated in a lawsuit involving the landlord
- If you participate in a tenants' organization
- If you give notice of elevated lead concentrations in your blood

If you do any of these protected activities, for six months the landlord cannot retaliate by:

- Threatening to evict you
- Filing in court to evict you
- Increasing your rent
- Decreasing or shutting off essential services (heat, running water, hot water, electricity or gas)
- Terminating a periodic tenancy (a month-to-month or week-to-week tenancy that continues without a written lease)

Return of the Security Deposit

The landlord is required to either return your security deposit , plus interest, within 45 days after you move out and provide a forwarding address, or send you a list of deductions that were made from your deposit. If you don't receive your deposit, or a list of deductions, within the 45 days, you will need to sue your landlord for the return of the deposit. [Here is a sample security deposit request letter.](#)

You can get more information on how security deposit interest is calculated by visiting the Maryland Department of Housing and Community Development.

EVICCTIONS

The landlord has the right to evict a tenant if the lease is being breached (you're doing something prohibited by a lease clause) or if you're not paying your rent in a timely manner. The different types of eviction actions have different rules and timelines associated with them, and you should always consult an attorney if you need to go to court.

Failure to Pay Rent

When a landlord doesn't receive your rent on the day it's due, they can start the process to evict you for failure to pay rent. They can also sue for the rent due, court costs, and late fees. This is by no means a comprehensive explanation of the eviction process, however, there are some key points you should know:

- Before filing in court, landlords must provide 10-days' written notice of their intent to file.
- After the landlord files a complaint, the sheriff will notify you by first class mail. You might also be served in person.
- You must attend a trial on the fifth day after the landlord files (if courts are operating normally).
- At the trial, you must demonstrate why the landlord's request shouldn't be granted. This means providing a defense recognized by the court.
- If the landlord wins a "judgment for possession," the judge will order you to leave the property within 4 days.
- If you don't leave the landlord can go back to court and request a "warrant of restitution." If this happens the sheriff or constable will go to the property to evict you.
- The landlord must request a warrant of restitution in the 60 days after the trial
- Landlords cannot recover the filing and service fees from a tenant, unless a court enters a judgement for possession in favor of the landlord, AND the lease states a surcharge may be assessed.

If your landlord filed to evict you during the period of March 5, 2020 and December 31, 2021, you may be eligible to have the eviction filing(s) removed from public view. You will need to file a petition with the court, and not all eviction filings will qualify. Contact an attorney, or the District Court Self-Help Center for more information.

■ **YOUR LANDLORD CANNOT EVICT YOU WITHOUT GOING TO COURT. "DIY" EVICTIONS (ALSO KNOWN AS ILLEGAL LOCKOUTS) ARE ILLEGAL IN MARYLAND. IF YOUR LANDLORD ATTEMPTS TO EVICT YOU WITHOUT A COURT ORDER, YOU SHOULD [CONTACT YOUR LOCAL COURT COMMISSIONER](#) AS SOON AS POSSIBLE AND FILE A COMPLAINT.**

■ **MARYLAND IS A "PAY AND STAY" STATE. YOU MIGHT HAVE THE RIGHT TO STAY IN YOUR HOME, EVEN ON THE DAY OF THE ACTUAL EVICTION, IF YOU PAY ALL OF THE OVERDUE RENT, COURT FEES AND OTHER FEES DUE THE LANDLORD.**

■ **SOME LOCAL JURISDICTIONS HAVE DIFFERENT RULES AND TIMELINES FOR FAILURE TO PAY EVICTIONS. CONTACT A LEGAL SERVICES ORGANIZATION OR PRIVATE ATTORNEY, TO MAKE SURE THE LANDLORD IS FOLLOWING BOTH STATE AND LOCAL LAWS.**

Tenant Holding Over

If you stay in the property after the lease ends, your landlord can sue to evict you for “holding over.” The landlord can ask the court for damages based on how long you stay after the lease ends and the amount of rent you normally paid.

To sue under the tenant holding over law landlords must provide notice they seek to end the tenancy. The minimum amount of notice required depends on the type of tenancy:

- For tenancies with a written lease lasting more than one week, or for month-to-month tenancies, the landlord must provide 60 days' written notice.
- For year-to-year tenancies, the landlord must provide 90 days' written notice.
- For week-to-week tenancies, it depends whether there's a written lease. If there is a written lease, 7 days' notice is required. If there isn't a written lease, 21 days notice is required.

The eviction process for holding over is much faster than the process for failure to pay. If the landlord provided the notice required, they can immediately file a complaint once you stay past the end of the lease term. This means a landlord can act swiftly to evict you and seek payment for the time you stayed past the end of the lease term.

Breach of Lease

Your landlord can file to evict you for “breach of lease” if you violate conditions in your agreement.

- The landlord must provide written notice that you violated the lease and they want to repossess the property.
- In general, landlords must give 30-days' written notice before filing in court, in order to give you time to correct the behavior or condition that caused the breach.
- The landlord only needs to give 14 days' notice if you pose an imminent danger to yourself, other people, or the property.
- A tenant can file for breach of lease if you have an active lease, and the landlord changes amenity access or services (including air conditioning) that are mentioned in the lease.

- **IN A TENANT HOLDING OVER EVICTION, IF YOU STAY PAST THE LEASE TERM WITH NO WRITTEN AGREEMENT FROM THE LANDLORD, A JUDGE COULD IMMEDIATE ISSUE A WARRANT TO EVICT YOU WITHOUT THE SAME WAITING PERIOD AS REQUIRED IN A FAILURE TO PAY EVICTION.**

INFORMATION FOR VICTIMS OF DOMESTIC VIOLENCE

If you are the victim of domestic violence and need to leave your home to protect your safety, you have the right to terminate your lease early. You must give your landlord written notice, and include documentation of the abuse and the date you intend to leave. You have 30 days to leave once you've delivered documentation and notification to your landlord.

A report signed by a professional must include the following information:

- The victim's name
- A statement that you are a victim of abuse
- The date, time, location, and a brief description of the incident
- The name and physical description of the alleged offender, if known
- The name and address of the employer of the qualified third party
- The licensing entity and license number of the qualified third party, if the qualified third party is required to be licensed
- The signature of the qualified third party, under seal of a notary public

Only the victim of abuse has the right to use these methods to leave the home, and **not** the person who is named as the abuser in the protective order.

■ DOCUMENTATION MAY INCLUDE A PROTECTIVE ORDER, A PEACE ORDER, OR A REPORT SIGNED UNDER PENALTY OF PERJURY BY A QUALIFIED THIRD-PARTY, SUCH AS A COUNSELOR, SOCIAL WORKER, OR A MEDICAL PROFESSIONAL.

■ YOUR LANDLORD CANNOT DISCLOSE ANY INFORMATION REGARDING YOUR MOVE OR THE ABUSE, WITHOUT YOUR WRITTEN CONSENT.

■ IF YOU GAVE YOUR LANDLORD 30 DAYS NOTICE UNDER THIS PROVISION AND DO NOT MOVE OUT WITHIN THE 30 DAYS, YOUR LANDLORD COULD FILE FOR TENANT HOLDING OVER AND EVICT YOU.

Changing The Locks

Your landlord is required to change your locks if you are the victim of domestic abuse and have a protective order, or the victim of a sexual assault, and you have a peace order -- either order must require the abuser to leave the home and not reenter.

Your landlord must change the locks by the end of the next business day, provided you sent a written request. Your landlord is allowed to charge a reasonable fee that you are required to pay within 45 days. If unpaid, the landlord can deduct the fee from your security deposit or add it to the following month's rent.

If the landlord does not change the locks by the end of the next business day, you can hire a locksmith to change the locks. You must give your landlord a copy of the new key by the end of the next business day.

Eviction and Domestic Violence

If your landlord tries to evict you because of an incident of domestic violence or sexual assault, you have rights.

Do not skip the court date. Be sure to attend, and explain what happened.

If you have a final protective order or peace order, bring a copy to court.

If you do not have a final protective order or peace order, explain that you are a victim of domestic violence or sexual assault and bring any proof of the domestic violence or sexual assault with you to court.

This evidence can include:

- A police report
- A medical report
- Photographs
- Statements from counselors, healthcare professionals, or witnesses to the incident

Even without a peace order or protective order, the court may rule in your favor and decide the breach of lease should not warrant eviction.

The law requires the judge to consider any evidence about domestic violence or sexual assault in eviction cases.

- **IF YOU OR SOMEONE YOU KNOW IS EXPERIENCING DOMESTIC VIOLENCE, PLEASE CONTACT THE NATIONAL DOMESTIC VIOLENCE HOTLINE AT 800-799-7233. YOU CAN ALSO TEXT "BEGIN" TO 88788.**
- **YOU CAN ALSO CALL 211 AND ASK FOR ADDITIONAL/LOCAL RESOURCES.**



OTHER HOUSING AND LANDLORD-TENANT RESOURCES

If you need additional assistance with a landlord-tenant issue, you can do the following:

- [Fill out our landlord-tenant intake form online](#), and someone will get back to you within 24 to 48 hours.
- Contact the District Court Self-Help Center, Monday through Friday, 410-260-1392, from 8:30 AM to 8:00 PM.

Fair Housing Laws

The Fair Housing Act makes it illegal to discriminate against renters and buyers because of:

- race
- color
- religion
- sexual orientation
- nationality
- disability
- family status.

In Maryland, we have additional protections not included in the Federal law.

- marital status
- sexual orientation
- source of income
- gender identity

Also, age, ancestry, citizenship, family responsibility, occupation, personal appearance, political opinion, and presence of children are protected in several local jurisdictions.

If you feel you have been discriminated against by a landlord or management company, please contact our Fair Housing program for further assistance. You can either call 410-709-8429, or [use this online intake form](#).

THE MARYLAND CONSUMER PROTECTION ACT

The Maryland Consumer Protection Act prohibits businesses (in this case, landlords or property management companies) from engaging in deceptive practices. You may have rights under this Act if you feel the landlord, property owner, or property management company misled you about the property or engaged in other deceptive practices.

Some examples of deceptive or unfair practices may include:

- Making a false or misleading oral or written statement, visual description, or other representation that has the capacity, tendency or effect of deceiving the prospective tenant
- Representing that the property has a characteristic or use that it does not have, such as a service or amenity
- Representing that the property is of a particular standard, quality, or style that it is not
- Advertising or offering to lease property without intent to lease or rent
- Making a false or misleading statement of the reason for offering the property at a discounted price
- Renting a property that is unlicensed when the landlord is required to obtain a license
- Failing to mention a serious life/safety issue such as the presence of lead paint

The Maryland Consumer Protection Act **only** applies immediately before and/or at the time the lease is signed. This is why it's so important to do your research before you sign the lease.

- IF YOU FEEL YOU HAVE BEEN DECEIVED BY A LANDLORD AND WANT TO FILE A COMPLAINT WITH THE MARYLAND ATTORNEY GENERAL, YOU CAN CALL 1-888-743-0023, OR GO TO THE [ONLINE COMPLAINT PAGE](#).



MOVE-IN AND MOVE-OUT RENTAL PROPERTY CHECKLIST

Instructions: Tenant(s) complete(s) this checklist within three days of moving in and tenant(s) and landlord/manager review property and completed checklist together and mutually agree on the condition of the property upon move-in by signing this form. Each party keeps a copy of signed checklist. Tenant(s) and landlord or manager also agree to use the SAME checklist during the pre-move out inspection, to determine if any of the tenant's deposit will be retained for cleaning or repairs after move-out. Tenant and landlord agree that tenant is only responsible for damage to the unit that occurred during the tenancy, and **not** ordinary wear and tear, and **not** damage that was indicated on the checklist during move-in and was not addressed/repaired during the tenancy.

BE SPECIFIC and DETAILED when filling out the checklist.

Move-In Inspection Date _____ Move-Out Inspection Date _____

CONDITION ON ARRIVAL

CONDITION ON MOVE-OUT

	CONDITION ON ARRIVAL	CONDITION ON MOVE-OUT
LIVING ROOM		
Floor & Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) & Hardware		
Lighting Fixture(s)		
Window(s) & Screen(s)		
Window Covering(s)		
Smoke Alarm		
Carbon Monoxide Alarm		
Fireplace		
KITCHEN		
Floor & Floor Coverings		
Walls & Ceiling		
Door(s)		
Door Lock(s) and Hardware		
Window(s) & Screen(s)		
Window Covering(s)		
Light Fixture(s)		
Cabinets/Inside Drawers		
Counters		
Stove/Burners/,Controls		
Oven/Range Hood Inside, Outside, Fan		
Refrigerator		
Dishwasher		
Sink(s) & Plumbing		
Garbage Disposal		

CONDITION ON ARRIVAL

CONDITION ON MOVE-OUT

Fire Extinguisher		
DINING ROOM		
Floor & Floor Covering(s)		
Walls & Ceiling		
Light Fixture(s)		
Window(s) & Screen(s)		
Window Covering(s)		
Other		
BATHROOM 1		
Floors & Floor Covering(s)		
Walls & Ceilings		
Counters & Surfaces		
Window(s) & Screen(s)		
Window Covering(s)		
Sink & Plumbing		
Bathtub/Shower		
Toilet		
Light Fixture(s)		
Door(s)		
Door Lock(s) & Hardware		
Inside Drawers		
BATHROOM 2		
Floor & Floor Covering(s)		
Walls & Ceiling		
Counters & Surfaces		
Window(s) & Screen(s)		
Window Covering(s)		
Sink & Plumbing		
Bathtub/Shower		
Toilet		
Light Fixture(s)		
Door(s)		
Door Lock(s) & Hardware		
Inside Drawers		
BEDROOM 1		
Floor & Floor Covering(s)		

CONDITION ON ARRIVAL

CONDITION ON MOVE-OUT

Walls & Ceiling		
Window(s) & Screen(s)		
Window Covering(s)		
Closet(s), including Doors & Tracks		
Lighting Fixture(s)		
Smoke Alarm		
Door(s)		
Door Lock(s) & Hardware		
BEDROOM 2		
Floor & Floor Covering(s)		
Walls & Ceiling		
Window(s) & Screen(s)		
Window Covering(s)		
Closet, including Doors & Tracks		
Lighting Fixtures		
Smoke Alarm		
Door(s)		
Door Lock(s) & Hardware		
BEDROOM 3		
Floor & Floor Covering(s)		
Walls & Ceiling		
Window(s) & Screen(s)		
Window Covering(s)		
Closet, including Doors & Tracks		
Lighting Fixtures		
Smoke Alarm		
Door(s)		
Door Lock(s) & Hardware		
HALLWAY OUTSIDE SLEEPING AREAS		
Smoke Alarm		
Carbon Monoxide Alarm		

OTHER		
Heating System		
Air Conditioning		
Stair(s)		
Hallway(s)		
Lawn(s) & Garden(s)		
Patio, Terrace, Deck, etc		
Parking Area(s)		
Front/Back Porch		
Other		

Landlord
Signature: _____

Date: _____

Landlord Printed
Name: _____

Tenant
Signature: _____

Date: _____

Tenant Printed
Name: _____

Tenant
Signature: _____

Date: _____

Tenant Printed
Name: _____

Tenant
Signature: _____

Date: _____

Tenant Printed
Name: _____

Tenant
Signature: _____

Date: _____



February 5, 2025

John Jones
Property Manager
345 Any Street
Elkton, MD 21921

Hi John,

I am writing to inform you that I haven't received my security deposit back from you, and it's been 60 days since the day I moved out and gave you our new address. I request that you return my deposit within 10 business days.

As is my right under Maryland Code, Real Property §8-203, because my deposit wasn't returned within 45 days of my moving out, I can sue for the return of the deposit. You cannot deduct any amount from my deposit because I also haven't received a list of deductions within 45 days of moving out.

Please return my deposit within 10 business days so we can move forward and avoid having to go to court.

Thank you so much,

Jayne Tennant
672 Any Drive
Baltimore, MD 21218

January 2, 2025

Steven Jones
Acme Management Company
127 Any Street
Annapolis, MD 21041

Dear Steven,

Below is a list of problems in my home that must be repaired, as none of these are allowed under Maryland law and/or our lease agreement.

As is my right under Maryland Code, Real Property §8–211, if you do not correct these issues in a reasonable amount of time, I may file in District Court for rent escrow or for breaching the warranty of habitability in our lease agreement. Please respond by January 12 so we can move forward with scheduling the repairs.

Repairs needed:

1. Heat is not working properly, as two rooms in the house have not reached a temperature above 60 degrees F since December 27 of last year.
2. The two windows in the living room do not open properly, and can slam shut at any time, without warning.
3. There has been a leak under our kitchen sink since November of last year, and it appears to be getting worse.

Sincerely,

Mildred Stephens
627 Any Street
Parkville, MD 21234