



AIR CONDITIONING IN RESIDENTIAL RENTAL UNITS

Rent Escrow is not an option in Maryland for malfunctioning air conditioning, as it's not recognized as a serious threat to life, health, and safety under Maryland law.

You Still Have Rights!

- You may be able to sue for breach of lease if air conditioning is listed in your lease, or if air conditioning was provided when you moved in.
- When your lease agreement has language that explicitly notes that the landlord is responsible for repairing or replacing air conditioning, you may have a contract claim against them for failing to make repairs in a reasonable time.
- If A/C is provided during the time you're paying to live in the rental, it can become part of the larger agreement because neither you nor the landlord communicated that it should stop nor stopped it by choice.
- If the air conditioning was out while you were paying rent, but it has now been repaired, you could sue for damages in the form of a rent abatement. Because your rent was exchanged for the unit in the state it was at the beginning of the lease term, the failure of the landlord to maintain the unit's condition "as-is" could justify a lawsuit for damages, either as a reduction in rent, or money damages if the lease term has ended.

Help Is Available!

If you need assistance with a landlord-tenant issue that doesn't involve financial assistance, please visit our website and submit our intake form.

If you need help with eviction, call 211 and ask for the Coordinated Eviction Prevention Intake.

If you have experienced housing discrimination, please fill out our online Fair Housing intake form, by visiting our website, or call 410-709-8429.