

Maryland Rent Escrow Facts

- If your landlord does not make repairs to dangerous defects in a timely manner, you may be able to pay your rent to the court after filing for rent escrow.
- You must notify your landlord of the needed repairs in writing, and give them reasonable time to make the repairs.
- Some of the issues that qualify for rent escrow:
 - A lack of heat or water
 - Broken plumbing, or a lack of plumbing fixtures, such as a toilet
 - Lead paint hazards
 - Structural defects
 - Faulty electrical wiring or a lack of electricity.
- Minor or cosmetic issues do not qualify for rent escrow.
- A lack of air conditioning does not qualify for rent escrow. However, you may be able to sue for breach of lease if air conditioning is listed as a provided service or amenity in your lease.
- Please note: You cannot simply withhold your rent without filing for rent escrow -- your landlord could evict you for nonpayment.
- If the court accepts your rent escrow filing, you must continue to pay your rent to the court until you are told otherwise by the court. Failing to make timely payments could result in a dismissal of your case.
- You could receive all or a portion of your rent back, depending on whether the landlord is ordered to make the necessary repairs and if the repairs are made within the timeframe set by the court.



Help Is Available!

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

For questions about landlord-tenant issues that don't require financial assistance, fill out our Tenant intake form, or call 443-447-7336.

If you have experienced housing discrimination, please fill out our online Fair Housing intake form, or call 410-989-3811.

