

Air Conditioning in Residential Rental Units

Rent Escrow is not an option for malfunctioning air conditioning. Maryland's Rent Escrow law has a list of defects which are strictly not recognized in escrow proceedings. Air conditioning is one of these defects – it isn't recognized as a serious threat to life, health, and safety under Maryland law.

- You may be able to sue for breach of contract 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 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, by scanning the QR code below.



If you have experienced housing discrimination, please fill out our online Fair Housing intake form, by scanning the QR code below, or call 410-709-8429.

