



MARYLAND TENANTS' RIGHTS:

Rent Escrow and Repair of Dangerous Conditions

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Legal Aid Bureau, Inc., Maryland

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What Is Rent Escrow?

Rent escrow is a legal action that can be brought by tenants to make landlords repair dangerous conditions in their rental housing. This legal action allows you as a tenant to pay your rent into an account set up by the court, instead of to your landlord, until your landlord repairs the dangerous conditions. The account is called a "rent escrow" account.

As a tenant, you have the right to live in housing that is not dangerous to the life, health or safety of you or your family. This pamphlet describes how the rent escrow law can help you if you live in housing having dangerous conditions that your landlord does not repair.

Types of Housing Conditions Covered by the Rent Escrow Law

The rent escrow law can be used to fix conditions in your rental housing that cause a fire hazard or are a serious threat to your life, health or safety. Examples of some of the conditions normally covered are:

- lack of heat, light, electricity or running water (unless they were due to your not paying your own utility bills);
- lack of adequate sewage disposal (bad bathroom plumbing);
- rat and mice infestation;
- structural defects (holes in walls or roofs that allow entry of wind and/or water;
- any other condition that presents a health or fire hazard; or

- lead paint inside the home.

The rent escrow law does not cover minor defects or conditions that are not dangerous to your life, safety or health. Examples of some conditions that are normally not covered by the rent escrow law are:

- lack of fresh paint, rugs or carpeting;
- small cracks in the walls, floors or ceilings; or
- absence of tile on the floors, if the floors are otherwise structurally sound;
- lack of air conditioning.

Before Using the Rent Escrow Law

Before you may go to court, your landlord must know about the dangerous conditions. The best way to let your landlord know is to send a letter by certified mail listing every dangerous condition in the home and asking for repairs to those conditions. You should keep a copy of the letter and the certified mail receipt.

You may also use the rent escrow law in court if your landlord actually knows about the dangerous conditions by your telling the landlord about the conditions, by your landlord seeing the conditions, or by your landlord being cited for building code violations by the local government inspectors.

Once your landlord knows about the dangerous conditions, he/she has a "reasonable" amount of time to make repairs. In general, the law gives the landlord 30 days to make the repairs. However, a shorter period of time may be allowed if the conditions are very severe (such as no heat, water or electricity).

Using the Rent Escrow Law

If your landlord has not repaired the dangerous conditions within a reasonable time after knowing about the conditions, then you may use the rent escrow law in court. There are two ways to use the rent escrow law:

- You may file a rent escrow lawsuit in the district court of the county or city where you live. The court will then schedule a hearing in the case; or
- You may stop paying rent when your landlord does not make necessary repairs. Then you may use the rent escrow law to defend yourself in court if your landlord sues you for not paying the rent. When you appear in court, you must explain to the judge why you did not pay the rent and ask the judge to set up a rent escrow account until the

dangerous conditions in your home are repaired.

No matter which way you choose to use the rent escrow law, *you must bring with you to court all rent that you owe as of the date of the hearing.*

Getting a Rent Escrow Order

Once you go to court, you must prove that: 1) there are conditions that are a danger to life, safety or health; 2) your landlord knew that those conditions existed; and 3) your landlord had a chance to make the necessary repairs but did not do so.

Your landlord can try to keep the court from issuing a rent escrow order by proving that: 1) you caused the dangerous conditions; 2) you would not allow reasonable entry into your home to make repairs; or 3) the court has entered more than three court judgments within the past 12 months for not paying your rent.

If the judge decides to set up a rent escrow account, you must immediately pay to the court all rent due as of that day. You must then continue to pay your rent into the court escrow account each month on the day rent is normally due. The law allows a court to lower the amount of rent you must pay each month if the conditions in the home are very serious. You must ask the judge to do this at the hearing.

Stopping the Rent Escrow Account

Under the law, a rent escrow account may be stopped if:

- You miss a rent payment to the court escrow account; or
- Your landlord makes all of the repairs that the court decided were necessary.

The court may also give out some or all of the money in rent escrow, without stopping the account, under certain conditions, such as:

- Money may be given to you, your landlord, or another person to make the needed repairs; or
- If, after 6 months, your landlord has not made a good faith attempt to make repairs, the money collected in the account may be given to you.

Getting Legal Advice

If there are dangerous or unhealthy conditions in the home you rent, you may want to talk to an attorney about your legal rights. You may be eligible for free legal services from the Legal Aid Bureau, a law school clinic, or a "pro bono" program.

In Montgomery County and Baltimore City there are local laws on rent escrow that give tenants certain additional protections. If you live in Montgomery County or Baltimore City and would like more information on rent escrow, contact the Legal Aid Bureau or another attorney.

Remember: The law often changes. Each case is different. This pamphlet is meant to give you general information and not to give you specific legal advice.