



MARYLAND TENANTS' RIGHTS:

Evictions

Prepared by

Legal Aid Bureau, Inc., Maryland

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What Is an Eviction?

A landlord's action to remove a tenant from the rental unit is called an eviction. A landlord may not evict a tenant by changing the locks, cutting off the water or electricity, or moving belongings out. In order to evict a tenant, a landlord must file a case in district court and get a court order. Once a landlord gets a court order of eviction, he/she can have the sheriff make the tenant leave the home. To get a court eviction order, a landlord must file the right type of legal action and must prove the case in court. There are three common reasons for evicting a tenant:

- Tenant holding over;
- Non-payment of rent; and
- Breach of lease.

This pamphlet describes these three reasons for eviction. In Montgomery County and Baltimore City, local eviction laws give tenants some additional protections. If you live in Montgomery County or Baltimore City and would like to know more about your rights, you can contact the Legal Aid Bureau or another attorney.

Tenant Holding Over

If you are being sued in district court for holding over, your landlord is claiming that you refuse to move out even though the term of the lease is over. In a month-to-month lease, your landlord has to give you one month's advance written notice that you must move out. The amount of notice required in a written year-to-year lease depends on the terms of the lease. However, the notice cannot be less than one month before the lease is over. To evict you for holding over, your landlord must prove that the rental period is over and that he/she gave you proper notice.

Non-Payment of Rent

Your landlord may sue you in district court for non-payment of rent and late fees. Non-payment of rent, including late fees, of any amount for any period of time is reason for eviction. Your landlord has to show that the rent and late fees were not paid. You can avoid getting a judgment against you by paying the rent any time before the court date or at the time of the court hearing.

You may win a non-payment of rent case if:

- You have already paid the amount that your landlord claims is due, or you have that amount with you in court;
- You offered the rent money but your landlord did not accept it;
- Your landlord is suing you for other bills which are not part of your rent payment; or
- Problems in your home are a danger to life or health and your landlord knew about the conditions for a reasonable period of time but did not make repairs. (See "Maryland Tenants' Rights: Rent Escrow" pamphlet.)

If you have one of these (or any other) defenses, you must go to district court and tell the judge.

Even after the court has issued a judgment against you for not paying your rent, you may still be able to stop your eviction. You can stop the eviction by paying the amount of rent the court decided was due plus court costs (your "right to redeem") *before* the sheriff comes to evict you. However, if your landlord has gotten three judgments against you in the last 12 months, and he/she gets a fourth judgment, the landlord does not have to accept your rent and can evict you even if you offer to pay the rent, fees and costs. Once you have three judgments against you within the past 12 months, you *must* pay your rent to your landlord *before* the court trial to stop your eviction.

Breach of Lease

If you are being sued in district court for breach of lease, your landlord is claiming that you have broken some part of your lease. For example, your landlord may say that there are more people living in the home than the lease allows. Or the lease states you must be quiet after 10:00 p.m., and your landlord says that you were not quiet. Your lease must state that your landlord can end the lease if there is a breach of lease.

Before your landlord can sue you for breach of lease, your landlord must give you one month's advance written notice ending the lease and asking you to move out. Your landlord will then have to prove in court that some part of the lease was breached, that the breach was serious, and that you should be evicted because of the breach of lease.

You may win a breach of lease case if:

- Your landlord did not give you one month's written notice to leave before going to court;
- The violation of lease did not happen;
- The violation of lease was not serious and should not result in an eviction;
or
- Your landlord allowed the violation to go on without complaining to you about it.

If you live in public or government subsidized housing, you may have other rights and should contact the Legal Aid Bureau or another attorney.

Retaliatory Evictions

Your landlord cannot evict you solely because you: 1) are a member or organizer of a tenant's association; 2) have filed a written complaint against your landlord; or 3) have filed a lawsuit against your landlord.

These evictions are known as "retaliatory evictions." You may be able to stop an eviction by showing the court that your landlord is evicting you solely for one of the above reasons. This defense is not available to you if your landlord has more than three court judgments against you for non-payment of rent in the last 12 months. Also, the court can assess attorney fees and court costs against you if the court finds that your claim of retaliation was not in good faith.

Even if you think the landlord's case against you is retaliatory, this defense is not available if you had a lease for a term (more than month-to-month), your lease has expired, and your landlord has sent notice that he/she will not renew it.

Appeals

If you do not agree with the decision of the district court, you must file an appeal within four days in a non-payment of rent case or within 10 days in a breach of lease or tenant holding over case. The court may ask you to pay a bond to cover your rent while waiting for the circuit court to decide your appeal.

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.