



Part I: Answers to the Most Common Problems - Tenant/Landlord Relations

Can the landlord evict me without a court process?

No. Landlords must go through a court procedure before evicting an occupant or tenant. Eviction without involving the court is called “Self-help eviction”. It is illegal. In Baltimore City, it is considered a misdemeanor crime.

Can the landlord evict me without any type of notice?

It’s based on the situation and the jurisdiction, but the landlord always has to go through a court process to evict someone.

What is the court process?

- A court hearing in front of a judge
- After the hearing, the landlord can file for the eviction (called the Warrant of Restitution)
- A sheriff is present for the legal eviction

What happens if there was no court process and the sheriff isn’t present and the landlord is here to evict me?

Call the police. This is an illegal eviction.

Where can I file misdemeanor charges for an illegal lockout/illegal eviction/diminishing essential services?

- In Baltimore City, call the Court Commissioner’s office: 410-767-5774
- In Baltimore County, Court Commissioner: 410-512-4032

The rest of the counties it would be a civil matter and they could file a suit for damages incurred.

How much can the landlord charge for a security deposit?

The maximum is the equivalent of 2 month’s rent.

What is the interest rate on security deposits?

Effective Jan 1, 2015, interest is 1.5% or the U.S. Treasury Yield Curve rate for the year, whichever is greater (MD Code, Real Property, Section 8-203 and 8-203.1) Check the security deposit calculator at www.dhcd.maryland.gov.

Can BNI answer questions about Montgomery County or commercial leases?

- Montgomery County: Please dial 311 or 240-777-3600 and ask for the Commission on Landlord-Tenant Affairs.
- No, we do not answer questions concerning commercial leases.

As a tenant, can I make alterations to the property?

Alterations by a tenant can only be made with permission from the Landlord. The law does not allow tenants to make alterations without the landlord's consent.

The Landlord takes too long to do repairs. I'm tired of waiting for him to fix my basement. I worry whenever it rains because the basement gets flooded. Now it looks like mold is growing on the walls. Can I get out of my lease? The law requires you to justify why you have to break the lease. If there is a violation to the housing code that remains uncorrected over 30 days after the Landlord was notified in writing by tenant or by a code enforcement officer, the Tenant can file in court a **Rent Escrow** case. At the hearing the judge can break the lease for you based on your evidences of the Landlord's negligence in correcting the uninhabitable condition of the house. Breaking the lease without having to pay rent or a penalty is called a "**Constructive Eviction**".

BG&E said they are going to cut off service due to unpaid bills. But I have been paying my rent on time. My rent includes utilities. If I pay to keep it on, can I deduct the payment I made from my rent? Yes, you can deduct it from rent.

TENANT'S RIGHT TO DEDUCT UTILITY PAYMENTS FROM RENT (*Md. Code, Real Property, Section 8-212.3*) A tenant may deduct the amount of payments he made for utility services from rent if (*Section 8-212.3(b)*):

1. The oral or written lease requires the landlord to pay the utility bill; and
2. The tenant paid all or part of the utility bill. This includes payments made on a new utility service account in the tenant's name and any security deposit required to obtain the new utility service account. A tenant's rights under this law may not be waived in any lease (*Section 8-212.3(c)*).



Part II: Answers to the Most Common Problems - Tenant/Landlord Relations

My mom signed a lease to rent a property 2 months ago. She never moved into the property but she got the keys. Her doctor has ordered that she be moved to a hospice facility due to her illness. Will she still be responsible for the remaining months on her 12-months lease?

There is a law that allows Limited Liability for Tenants with Certain Medical Conditions, (MD. Code, Real Property, Sections 8-212.2 (a),(b) and (c)). The Tenant has to provide a letter from a MD State licensed physician to support her request to terminate her lease early. The tenant can only be charged 2 month's rent unless the lease contains a liquidated damages or early termination clause that imposes liability for rent less than or equal to 2 months' rent after the date on which the tenant vacates the leased premises. For more details call BNI 410-243-6007.

I received a letter from someone who claims he is the new owner of the property. He wants me to vacate the foreclosed property in 30 days. He says my lease is with the old owner it has nothing to do with him. Is my lease still valid?

Yes, your lease is still valid. The new owner has to honor your lease and if he wants to ask you to vacate the property, he must send you a proper written notice (30 or 60 days to vacate) prior to the end of your lease. If you will not leave in a timely fashion he must go through a court process for eviction.

One of my roomers allows her girlfriend to stay overnight which is a violation of our agreement. Can I evict her? She has no lease. When a homeowner or manager accepts rent from someone for a dwelling space, a tenancy is established. In the county, a roomer who pays week by week, may be given 7 days written notice to vacate the property. You don't need to give Tenant a reason why you want her to leave. In the city, a week to week roomer has to be given 30 days written notice. If she still refuses to leave after the notice is up, you need to file in court a Tenant Holding Over case to get an eviction.

Does the Landlord have the right to enter property at any time? No, the Landlord and tenant have to come to a mutually agreed time for Landlord or staff to do maintenance or to show the property to a prospective renter or buyer. The Tenant has a right to full enjoyment or use of the premises.

I filed a complaint against my Landlord for not addressing an issue with a neighbor who creates too much noise even in the late hours at night, I have a sick wife and she could not sleep because of the noise. He is saying now that I'm the trouble maker. He said if I keep complaining, he will evict me. Can he evict me because I complained against a neighbor who is disturbing the peace? No, the Landlord cannot evict you just because you complained due to a violation of the park policy or your lease. It will be deemed retaliatory on his part to evict you. However, the law does not apply "if the alleged retaliatory action occurs more than 6 months after a resident's action that is protected under the law "- **MARYLAND MOBILE HOME PARK LAW Md. Code, Real Property, Title 8A (Section 8A-1301(d))**.

For more Information on your rights and obligations:

Contact BNI:

Baltimore Neighborhoods, Inc.,
2530 North Charles Street, Suite 200
Baltimore, MD 21218
(Open 9 AM – 5 PM, weekdays, no walk-in counseling)
Tenant-Landlord Hotline
410-243-6007 or 1-800-487-6007
Fair Housing Department
410-243-4407
BNI Administration
410-243-4468
Website: www.bni-maryland.org

