



Maryland

Landlord - Tenant Laws Complete Guide



Maryland Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Maryland's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Maryland.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum

What This Means: 1x monthly rent. Certain circumstances allow 2x monthly rent, like if the tenant qualifies for utility assistance through the Dept of Human Services.

Legal Statute:

(a) (1) In this section the following words have the meanings indicated. (2) "Landlord" means a landlord or a prospective landlord. (3) "Security deposit" means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings. (4) "Tenant" means a tenant or a prospective tenant.

(b) (1) Except as provided in paragraph (2) of this subsection, a landlord may not impose a security deposit in excess of the equivalent of 1 month's rent per dwelling unit, regardless of the number of tenants. (2) A landlord may impose a security deposit in an amount equivalent to up to 2 months' rent if: (i) The tenant is eligible and has qualified for utility assistance through the Department of Human Services; (ii) The lease agreement requires that the tenant make payments for utility services directly to the landlord; and (iii) The tenant and landlord agree in writing to the amount of the security deposit. (3) If a landlord violates paragraph (1) of this subsection, the tenant may recover up to three times the extra amount charged, plus reasonable attorney's fees. (4) An action under this section may be brought at any time during the tenancy or within 2 years after its termination.

(c) (1) The landlord shall give the tenant a receipt for the security deposit as specified in § 8-203.1 of this subtitle. (2) The receipt shall be included in a written lease.

(d) (1) (i) The landlord shall maintain all security deposits in federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, which do business in the State. (ii) Security deposit accounts shall be maintained in branches of the financial institutions which are located within the State and the accounts shall be devoted exclusively to security deposits and bear interest.

(iii) A security deposit shall be deposited in an account within 30 days after the landlord receives it.

(iv) The aggregate amount of the accounts shall be sufficient in amount to equal all security deposits for which the landlord is liable.(2)

(i) In lieu of the accounts described in paragraph (1) of this subsection, the landlord may hold the security deposits in insured certificates of deposit at branches of federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, located in the State or in securities issued by the federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(3) (i) In the event of sale or transfer of the landlord's interest in the leased premises, including receivership or bankruptcy, the landlord or the landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the tenant and the transferee for maintenance of the security deposit as required by law, and the withholding and return of the security deposit plus interest as required by law, as to all or any portion of the security deposit that the landlord fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable to the security deposit, if any, and the name and last known address of the tenant from whom, or on whose behalf, the deposit was received. (ii) A security deposit under this section may not be attached by creditors of the landlord or of the tenant.

(4) Any successor in interest is liable to the tenant for failure to return the security deposit, together with interest, as provided in this section.

(e) (1) Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld. (2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded. (ii) No interest is due or payable: 1. Unless the landlord has held the security deposit for at least 6 months; or 2. For any period less than a full month. (3) Interest shall be payable only on security deposits of \$50 or more. (4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(f) (1) (i) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord. (ii) The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address. (iii) The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. (iv) Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. (v) The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice.

(vi) The tenant shall be advised of the tenant's rights under this subsection in writing at the time of the tenant's payment of the security deposit. (vii) Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages. (2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach or the amount of a surcharge authorized under § 7-301(c)(5)(ii) of the Courts Article. (3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

(g) (1) Subject to subsection (j) of this section, if any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the cost incurred. (2) If the landlord fails to comply with this requirement, the landlord forfeits the right to withhold any part of the security deposit for damages.

(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy. (2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises. (ii) The notice shall specify the tenant's new address. (iii) Subject to subsection (j) of this section, the landlord, within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the costs incurred and shall return to the tenant the security deposit together with simple interest which has accr

Security Deposit Interest:

What This Means: Due to the tenant within 45 days of termination of tenancy.

Legal Statute:

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(b) (1) Except as provided in paragraph (2) of this subsection, a landlord may not impose a security deposit in excess of the equivalent of 1 month's rent per dwelling unit, regardless of the number of tenants. (2) A landlord may impose a security deposit in an amount equivalent to up

to 2 months' rent if: (i) The tenant is eligible and has qualified for utility assistance through the Department of Human Services; (ii) The lease agreement requires that the tenant make payments for utility services directly to the landlord; and (iii) The tenant and landlord agree in writing to the amount of the security deposit. (3) If a landlord violates paragraph (1) of this subsection, the tenant may recover up to three times the extra amount charged, plus reasonable attorney's fees. (4) An action under this section may be brought at any time during the tenancy or within 2 years after its termination.

(c) (1) The landlord shall give the tenant a receipt for the security deposit as specified in § 8-203.1 of this subtitle. (2) The receipt shall be included in a written lease.

(d) (1) (i) The landlord shall maintain all security deposits in federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, which do business in the State. (ii) Security deposit accounts shall be maintained in branches of the financial institutions which are located within the State and the accounts shall be devoted exclusively to security deposits and bear interest.

(iii) A security deposit shall be deposited in an account within 30 days after the landlord receives it.

(iv) The aggregate amount of the accounts shall be sufficient in amount to equal all security deposits for which the landlord is liable.(2)

(i) In lieu of the accounts described in paragraph (1) of this subsection, the landlord may hold the security deposits in insured certificates of deposit at branches of federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, located in the State or in securities issued by the federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(3) (i) In the event of sale or transfer of the landlord's interest in the leased premises, including receivership or bankruptcy, the landlord or the landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the tenant and the transferee for maintenance of the security deposit as required by law, and the withholding and return of the security deposit plus interest as required by law, as to all or any portion of the security deposit that the landlord fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable to the security deposit, if any, and the name and last known address of the tenant from whom, or on whose behalf, the deposit was received. (ii) A security deposit under this section may not be attached by creditors of the landlord or of the tenant.

(4) Any successor in interest is liable to the tenant for failure to return the security deposit, together with interest, as provided in this section.

(e) (1) Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld. (2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded. (ii) No interest is due or payable:1. Unless the landlord has held the security deposit for at least 6 months; or2. For any period less than a full month. (3) Interest shall be payable only on security deposits of \$50 or more. (4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(f) (1) (i) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord. (ii) The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address. (iii) The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. (iv) Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. (v) The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice. (vi) The tenant shall be advised of the tenant's rights under this subsection in writing at the time of the tenant's payment of the security deposit. (vii) Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages. (2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach or the amount of a surcharge authorized under § 7-301(c)(5)(ii) of the Courts Article. (3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

(g) (1) Subject to subsection (j) of this section, if any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the cost incurred. (2) If the landlord fails to comply with this requirement, the landlord forfeits the right to withhold any part of the security deposit for damages.

(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy. (2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord

within 45 days of being evicted or ejected or of abandoning the premises. (ii) The notice shall specify the tenant's new address. (iii) Subject to subsection (j) of this section, the landlord, within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the costs incurred and shall return to the tenant the security deposit together with simple interest which has accrued at the daily U.S

Security Deposits

Separate Security Deposit Bank Account:

What This Means: Yes

Legal Statute:

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(b) (1) Except as provided in paragraph (2) of this subsection, a landlord may not impose a security deposit in excess of the equivalent of 1 month's rent per dwelling unit, regardless of the number of tenants. (2) A landlord may impose a security deposit in an amount equivalent to up to 2 months' rent if: (i) The tenant is eligible and has qualified for utility assistance through the Department of Human Services; (ii) The lease agreement requires that the tenant make payments for utility services directly to the landlord; and (iii) The tenant and landlord agree in writing to the amount of the security deposit. (3) If a landlord violates paragraph (1) of this subsection, the tenant may recover up to three times the extra amount charged, plus reasonable attorney's fees. (4) An action under this section may be brought at any time during the tenancy or within 2 years after its termination.

(c) (1) The landlord shall give the tenant a receipt for the security deposit as specified in § 8-203.1 of this subtitle. (2) The receipt shall be included in a written lease.

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(iii) A security deposit shall be deposited in an account within 30 days after the landlord receives it.

(iv) The aggregate amount of the accounts shall be sufficient in amount to equal all security deposits for which the landlord is liable.(2)

(i) In lieu of the accounts described in paragraph (1) of this subsection, the landlord may hold the security deposits in insured certificates of deposit at branches of federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, located in the State or in securities issued by the federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(3) (i) In the event of sale or transfer of the landlord's interest in the leased premises, including receivership or bankruptcy, the landlord or the landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the tenant and the transferee for maintenance of the security deposit as required by law, and the withholding and return of the security deposit plus interest as required by law, as to all or any portion of the security deposit that the landlord fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable to the security deposit, if any, and the name and last known address of the tenant from whom, or on whose behalf, the deposit was received. (ii) A security deposit under this section may not be attached by creditors of the landlord or of the tenant.

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(e) (1) Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld. (2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded. (ii) No interest is due or payable:1. Unless the landlord has held the security deposit for at least 6 months; or2. For any period less than a full month. (3) Interest shall be payable only on security deposits of \$50 or more. (4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(f) (1) (i) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord. (ii) The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address. (iii) The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of

moving. (iv) Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. (v) The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice. (vi) The tenant shall be advised of the tenant's rights under this subsection in writing at the time of the tenant's payment of the security deposit. (vii) Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages. (2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach or the amount of a surcharge authorized under § 7-301(c)(5)(ii) of the Courts Article. (3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

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(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy. (2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises. (ii) The notice shall specify the tenant's new address. (iii) Subject to subsection (j) of this section, the landlord, within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the costs incurred and shall return to the tenant the security deposit together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: 45 days

Legal Statute:

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(b) (1) Except as provided in paragraph (2) of this subsection, a landlord may not impose a security deposit in excess of the equivalent of 1 month's rent per dwelling unit, regardless of the number of tenants. (2) A landlord may impose a security deposit in an amount equivalent to up to 2 months' rent if: (i) The tenant is eligible and has qualified for utility assistance through the Department of Human Services; (ii) The lease agreement requires that the tenant make payments for utility services directly to the landlord; and (iii) The tenant and landlord agree in writing to the amount of the security deposit. (3) If a landlord violates paragraph (1) of this subsection, the tenant may recover up to three times the extra amount charged, plus reasonable attorney's fees. (4) An action under this section may be brought at any time during the tenancy or within 2 years after its termination.

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(e) (1) Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld. (2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded. (ii) No interest is due or payable: 1. Unless the landlord has held the security deposit for at least 6 months; or 2. For any period less than a full month. (3) Interest shall be payable only on security deposits of \$50 or more. (4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

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Permitted Uses of the Deposit:

What This Means: Unpaid rent and damages caused by tenant or guests of tenant beyond normal wear and tear.

Legal Statute:

(a) (1) In this section the following words have the meanings indicated. (2) "Landlord" means a landlord or a prospective landlord. (3) "Security deposit" means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings. (4) "Tenant" means a tenant or a prospective tenant.

(b) (1) Except as provided in paragraph (2) of this subsection, a landlord may not impose a security deposit in excess of the equivalent of 1 month's rent per dwelling unit, regardless of the

number of tenants. (2) A landlord may impose a security deposit in an amount equivalent to up to 2 months' rent if: (i) The tenant is eligible and has qualified for utility assistance through the Department of Human Services; (ii) The lease agreement requires that the tenant make payments for utility services directly to the landlord; and (iii) The tenant and landlord agree in writing to the amount of the security deposit. (3) If a landlord violates paragraph (1) of this subsection, the tenant may recover up to three times the extra amount charged, plus reasonable attorney's fees. (4) An action under this section may be brought at any time during the tenancy or within 2 years after its termination.

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(iii) A security deposit shall be deposited in an account within 30 days after the landlord receives it.

(iv) The aggregate amount of the accounts shall be sufficient in amount to equal all security deposits for which the landlord is liable.(2)

(i) In lieu of the accounts described in paragraph (1) of this subsection, the landlord may hold the security deposits in insured certificates of deposit at branches of federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, located in the State or in securities issued by the federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(3) (i) In the event of sale or transfer of the landlord's interest in the leased premises, including receivership or bankruptcy, the landlord or the landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the tenant and the transferee for maintenance of the security deposit as required by law, and the withholding and return of the security deposit plus interest as required by law, as to all or any portion of the security deposit that the landlord fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable to the security deposit, if any, and the name and last known address of the tenant from whom, or on whose behalf, the deposit was received. (ii) A security deposit under this section may not be attached by creditors of the landlord or of the tenant.

(4) Any successor in interest is liable to the tenant for failure to return the security deposit, together with interest, as provided in this section.

(e) (1) Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld. (2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded. (ii) No interest is due or payable:1. Unless the landlord has held the security deposit for at least 6 months; or2. For any period less than a full month. (3) Interest shall be payable only on security deposits of \$50 or more. (4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(f) (1) (i) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord. (ii) The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address. (iii) The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. (iv) Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. (v) The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice. (vi) The tenant shall be advised of the tenant's rights under this subsection in writing at the time of the tenant's payment of the security deposit. (vii) Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages. (2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach or the amount of a surcharge authorized under § 7-301(c)(5)(ii) of the Courts Article. (3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

(g) (1) Subject to subsection (j) of this section, if any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the cost incurred. (2) If the landlord fails to comply with this requirement, the landlord forfeits the right to withhold any part of the security deposit for damages.

(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy. (2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord

within 45 days of being evicted or ejected or of abandoning the premises. (ii) The notice shall specify the tenant's new address. (iii) Subject to subsection (j) of this section, the landlord, within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the costs incurred and shall return to the tenant the security deposit together with simple interest which has accrued at

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

(a) (1) In this section the following words have the meanings indicated. (2) "Landlord" means a landlord or a prospective landlord. (3) "Security deposit" means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings. (4) "Tenant" means a tenant or a prospective tenant.

(b) (1) Except as provided in paragraph (2) of this subsection, a landlord may not impose a security deposit in excess of the equivalent of 1 month's rent per dwelling unit, regardless of the number of tenants. (2) A landlord may impose a security deposit in an amount equivalent to up to 2 months' rent if: (i) The tenant is eligible and has qualified for utility assistance through the Department of Human Services; (ii) The lease agreement requires that the tenant make payments for utility services directly to the landlord; and (iii) The tenant and landlord agree in writing to the amount of the security deposit. (3) If a landlord violates paragraph (1) of this subsection, the tenant may recover up to three times the extra amount charged, plus reasonable attorney's fees. (4) An action under this section may be brought at any time during the tenancy or within 2 years after its termination.

(c) (1) The landlord shall give the tenant a receipt for the security deposit as specified in § 8-203.1 of this subtitle. (2) The receipt shall be included in a written lease.

(d) (1) (i) The landlord shall maintain all security deposits in federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, which do business in the State. (ii) Security deposit accounts shall be maintained in branches of the financial institutions which are located within the State and the accounts shall be devoted exclusively to security deposits and bear interest.

(iii) A security deposit shall be deposited in an account within 30 days after the landlord receives it.

(iv) The aggregate amount of the accounts shall be sufficient in amount to equal all security deposits for which the landlord is liable.(2)

(i) In lieu of the accounts described in paragraph (1) of this subsection, the landlord may hold the security deposits in insured certificates of deposit at branches of federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, located in the State or in securities issued by the federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(3) (i) In the event of sale or transfer of the landlord's interest in the leased premises, including receivership or bankruptcy, the landlord or the landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the tenant and the transferee for maintenance of the security deposit as required by law, and the withholding and return of the security deposit plus interest as required by law, as to all or any portion of the security deposit that the landlord fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable to the security deposit, if any, and the name and last known address of the tenant from whom, or on whose behalf, the deposit was received. (ii) A security deposit under this section may not be attached by creditors of the landlord or of the tenant.

(4) Any successor in interest is liable to the tenant for failure to return the security deposit, together with interest, as provided in this section.

(e) (1) Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld. (2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded. (ii) No interest is due or payable: 1. Unless the landlord has held the security deposit for at least 6 months; or 2. For any period less than a full month. (3) Interest shall be payable only on security deposits of \$50 or more. (4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(f) (1) (i) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord. (ii) The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address. (iii) The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. (iv) Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. (v) The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice.

(vi) The tenant shall be advised of the tenant's rights under this subsection in writing at the time of the tenant's payment of the security deposit. (vii) Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages. (2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach or the amount of a surcharge authorized under § 7-301(c)(5)(ii) of the Courts Article. (3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

(g) (1) Subject to subsection (j) of this section, if any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the cost incurred. (2) If the landlord fails to comply with this requirement, the landlord forfeits the right to withhold any part of the security deposit for damages.

(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy. (2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises. (ii) The notice shall specify the tenant's new address. (iii) Subject to subsection (j) of this section, the landlord, within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the costs incurred and shall return to the tenant the security deposit together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of

Maryland Security Deposit Law

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

(a) (1) In this section the following words have the meanings indicated. (2) "Landlord" means a landlord or a prospective landlord. (3) "Security deposit" means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings. (4) "Tenant" means a tenant or a prospective tenant.

(b) (1) Except as provided in paragraph (2) of this subsection, a landlord may not impose a security deposit in excess of the equivalent of 1 month's rent per dwelling unit, regardless of the number of tenants. (2) A landlord may impose a security deposit in an amount equivalent to up to 2 months' rent if: (i) The tenant is eligible and has qualified for utility assistance through the Department of Human Services; (ii) The lease agreement requires that the tenant make payments for utility services directly to the landlord; and (iii) The tenant and landlord agree in writing to the amount of the security deposit. (3) If a landlord violates paragraph (1) of this subsection, the tenant may recover up to three times the extra amount charged, plus reasonable attorney's fees. (4) An action under this section may be brought at any time during the tenancy or within 2 years after its termination.

(c) (1) The landlord shall give the tenant a receipt for the security deposit as specified in § 8-203.1 of this subtitle. (2) The receipt shall be included in a written lease.

(d) (1) (i) The landlord shall maintain all security deposits in federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, which do business in the State. (ii) Security deposit accounts shall be maintained in branches of the financial institutions which are located within the State and the accounts shall be devoted exclusively to security deposits and bear interest.

(iii) A security deposit shall be deposited in an account within 30 days after the landlord receives it.

(iv) The aggregate amount of the accounts shall be sufficient in amount to equal all security deposits for which the landlord is liable.(2)

(i) In lieu of the accounts described in paragraph (1) of this subsection, the landlord may hold the security deposits in insured certificates of deposit at branches of federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, located in the State or in securities issued by the federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(3) (i) In the event of sale or transfer of the landlord's interest in the leased premises, including receivership or bankruptcy, the landlord or the landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the tenant and the transferee for maintenance of the security deposit as required by law, and the withholding and return of the security deposit plus interest as required by law, as to all or any portion of the security deposit that the landlord fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable to the security deposit, if any, and the name and last known address of the tenant from whom, or on whose behalf, the deposit was received. (ii) A security deposit under this section may not be attached by creditors of the landlord or of the tenant.

(4) Any successor in interest is liable to the tenant for failure to return the security deposit, together with interest, as provided in this section.

(e) (1) Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld. (2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded. (ii) No interest is due or payable: 1. Unless the landlord has held the security deposit for at least 6 months; or 2. For any period less than a full month. (3) Interest shall be payable only on security deposits of \$50 or more. (4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(f) (1) (i) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord. (ii) The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address. (iii) The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. (iv) Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. (v) The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice. (vi) The tenant shall be advised of the tenant's rights under this subsection in writing at the time of the tenant's payment of the security deposit. (vii) Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages. (2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach or the amount of a surcharge authorized under § 7-301(c)(5)(ii) of the Courts Article. (3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

(g) (1) Subject to subsection (j) of this section, if any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the cost incurred. (2) If the landlord fails to comply with this requirement, the landlord forfeits the right to withhold any part of the security deposit for damages.

(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of

a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy. (2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises. (ii) The notice shall specify the tenant's new address. (iii) Subject to subsection (j) of this section, the landlord, within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the costs incurred and shall return to the tenant the security deposit together with simple interest which has accrued at the daily U.S. Treasury yield curve rate

Receipt of Security Deposit:

What This Means: Yes

Legal Statute:

(a) A receipt for a security deposit shall notify the tenant of the following: (1) The right to have the dwelling unit inspected by the landlord in the tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the tenant so requests by certified mail within 15 days of the tenant's occupancy; (2) The right to be present when the landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the tenant notifies the landlord by certified mail at least 15 days prior to the date of the tenant's intended move, of the tenant's intention to move, the date of moving, and the tenant's new address; (3) The landlord's obligation to conduct the inspection within 5 days before or after the tenant's stated date of intended moving; (4) The landlord's obligation to notify the tenant in writing of the date of the inspection; (5) The tenant's right to receive, by first-class mail, delivered to the last known address of the tenant, a written list of the charges against the security deposit claimed by the landlord and the actual costs, within 45 days after the termination of the tenancy; (6) The obligation of the landlord to return any unused portion of the security deposit, by first-class mail, addressed to the tenant's last known address within 45 days after the termination of the tenancy; and (7) A statement that failure of the landlord to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.

(b) The landlord shall retain a copy of the receipt for a period of 2 years after the termination of the tenancy, abandonment of the premises, or eviction of the tenant, as the case may be.

(c) The landlord shall be liable to the tenant in the sum of \$25 if the landlord fails to provide a written receipt for the security deposit.

Md. Code, RP § 8-203.1

Amended by 2016 Md. Laws, Ch. 643, Sec. 1, eff. 10/1/2016.



<https://www.RocketRent.com>

Record Keeping of Deposit Withholdings:

What This Means: Yes

Legal Statute:

(a) (1) In this section the following words have the meanings indicated. (2) "Landlord" means a landlord or a prospective landlord. (3) "Security deposit" means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings. (4) "Tenant" means a tenant or a prospective tenant.

(b) (1) Except as provided in paragraph (2) of this subsection, a landlord may not impose a security deposit in excess of the equivalent of 1 month's rent per dwelling unit, regardless of the number of tenants. (2) A landlord may impose a security deposit in an amount equivalent to up to 2 months' rent if: (i) The tenant is eligible and has qualified for utility assistance through the Department of Human Services; (ii) The lease agreement requires that the tenant make payments for utility services directly to the landlord; and (iii) The tenant and landlord agree in writing to the amount of the security deposit. (3) If a landlord violates paragraph (1) of this subsection, the tenant may recover up to three times the extra amount charged, plus reasonable attorney's fees. (4) An action under this section may be brought at any time during the tenancy or within 2 years after its termination.

(c) (1) The landlord shall give the tenant a receipt for the security deposit as specified in § 8-203.1 of this subtitle. (2) The receipt shall be included in a written lease.

(d) (1) (i) The landlord shall maintain all security deposits in federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, which do business in the State. (ii) Security deposit accounts shall be maintained in branches of the financial institutions which are located within the State and the accounts shall be devoted exclusively to security deposits and bear interest.

(iii) A security deposit shall be deposited in an account within 30 days after the landlord receives it.

(iv) The aggregate amount of the accounts shall be sufficient in amount to equal all security deposits for which the landlord is liable.(2)

(i) In lieu of the accounts described in paragraph (1) of this subsection, the landlord may hold the security deposits in insured certificates of deposit at branches of federally insured financial

institutions, as defined in § 1-101 of the Financial Institutions Article, located in the State or in securities issued by the federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(3) (i) In the event of sale or transfer of the landlord's interest in the leased premises, including receivership or bankruptcy, the landlord or the landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the tenant and the transferee for maintenance of the security deposit as required by law, and the withholding and return of the security deposit plus interest as required by law, as to all or any portion of the security deposit that the landlord fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable to the security deposit, if any, and the name and last known address of the tenant from whom, or on whose behalf, the deposit was received. (ii) A security deposit under this section may not be attached by creditors of the landlord or of the tenant.

(4) Any successor in interest is liable to the tenant for failure to return the security deposit, together with interest, as provided in this section.

(e) (1) Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld. (2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded. (ii) No interest is due or payable: 1. Unless the landlord has held the security deposit for at least 6 months; or 2. For any period less than a full month. (3) Interest shall be payable only on security deposits of \$50 or more. (4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(f) (1) (i) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord. (ii) The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address. (iii) The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. (iv) Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. (v) The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice. (vi) The tenant shall be advised of the tenant's rights under this subsection in writing at the time of the tenant's payment of the security deposit. (vii) Failure by the landlord to comply with this

requirement forfeits the right of the landlord to withhold any part of the security deposit for damages. (2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach or the amount of a surcharge authorized under § 7-301(c)(5)(ii) of the Courts Article. (3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

(g) (1) Subject to subsection (j) of this section, if any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the cost incurred. (2) If the landlord fails to comply with this requirement, the landlord forfeits the right to withhold any part of the security deposit for damages.

(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy. (2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises. (ii) The notice shall specify the tenant's new address. (iii) Subject to subsection (j) of this section, the landlord, within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the costs incurred and shall return to the tenant the security deposit together with simple interest which has accrued at the daily U.S. Treasury yield curve rate

Failure to Comply:

What This Means: Failure to comply on the landlord's behalf means they forfeit the right to withhold any portion of the security deposit.

Legal Statute:

(a) (1) In this section the following words have the meanings indicated. (2) "Landlord" means a landlord or a prospective landlord. (3) "Security deposit" means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings. (4) "Tenant" means a tenant or a prospective tenant.

(b) (1) Except as provided in paragraph (2) of this subsection, a landlord may not impose a security deposit in excess of the equivalent of 1 month's rent per dwelling unit, regardless of the number of tenants. (2) A landlord may impose a security deposit in an amount equivalent to up to 2 months' rent if: (i) The tenant is eligible and has qualified for utility assistance through the

Department of Human Services; (ii) The lease agreement requires that the tenant make payments for utility services directly to the landlord; and (iii) The tenant and landlord agree in writing to the amount of the security deposit. (3) If a landlord violates paragraph (1) of this subsection, the tenant may recover up to three times the extra amount charged, plus reasonable attorney's fees. (4) An action under this section may be brought at any time during the tenancy or within 2 years after its termination.

(c) (1) The landlord shall give the tenant a receipt for the security deposit as specified in § 8-203.1 of this subtitle. (2) The receipt shall be included in a written lease.

(d) (1) (i) The landlord shall maintain all security deposits in federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, which do business in the State. (ii) Security deposit accounts shall be maintained in branches of the financial institutions which are located within the State and the accounts shall be devoted exclusively to security deposits and bear interest.

(iii) A security deposit shall be deposited in an account within 30 days after the landlord receives it.

(iv) The aggregate amount of the accounts shall be sufficient in amount to equal all security deposits for which the landlord is liable.(2)

(i) In lieu of the accounts described in paragraph (1) of this subsection, the landlord may hold the security deposits in insured certificates of deposit at branches of federally insured financial institutions, as defined in § 1-101 of the Financial Institutions Article, located in the State or in securities issued by the federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(3) (i) In the event of sale or transfer of the landlord's interest in the leased premises, including receivership or bankruptcy, the landlord or the landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the tenant and the transferee for maintenance of the security deposit as required by law, and the withholding and return of the security deposit plus interest as required by law, as to all or any portion of the security deposit that the landlord fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable to the security deposit, if any, and the name and last known address of the tenant from whom, or on whose behalf, the deposit was received. (ii) A security deposit under this section may not be attached by creditors of the landlord or of the tenant.

(4) Any successor in interest is liable to the tenant for failure to return the security deposit, together with interest, as provided in this section.

(e) (1) Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at the daily U.S. Treasury yield

curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld. (2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded. (ii) No interest is due or payable:1. Unless the landlord has held the security deposit for at least 6 months; or2. For any period less than a full month. (3) Interest shall be payable only on security deposits of \$50 or more. (4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(f) (1) (i) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord. (ii) The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by certified mail of the tenant's intention to move, the date of moving, and the tenant's new address. (iii) The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving. (iv) Upon receipt of the notice, the landlord shall notify the tenant by certified mail of the time and date when the premises are to be inspected. (v) The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice. (vi) The tenant shall be advised of the tenant's rights under this subsection in writing at the time of the tenant's payment of the security deposit. (vii) Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages. (2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach or the amount of a surcharge authorized under § 7-301(c)(5)(ii) of the Courts Article. (3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

(g) (1) Subject to subsection (j) of this section, if any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the cost incurred. (2) If the landlord fails to comply with this requirement, the landlord forfeits the right to withhold any part of the security deposit for damages.

(h) (1) The provisions of subsections (e)(1) and (4) and (g)(1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy. (2) (i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises. (ii) The notice shall specify the tenant's new address. (iii) Subject to subsection (j) of this section, the landlord,

within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with an itemized statement of the costs incurred and shall return to the tenant the security deposit together with simple interest which has accrued at the

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: As stated in the lease agreement. Usually at the beginning of the month or week depending on the type of agreement.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute

Legal Statute:

No content available

Rent Increase Notice:

What This Means: 90-day notice for tenancies over 1 month. 60-day notice for tenancies over 1 week but less than 1 month. 7-day notice for tenancies of 1 week with written lease, and 21-day notice for tenancies of 1 week without a written lease.

Legal Statute:

(a)

(1) This section applies only to a residential lease.

(2) This section does not apply to a landlord who has provided written notice of the intent to terminate a tenancy in accordance with § 8-402(c)(2) of this article.

(b)

(1) A landlord shall notify a tenant in writing before increasing the tenant's rent.

(2)

(i) The notice required under paragraph (1) of this subsection shall:

1. Be sent by first-class mail with a certificate of mailing; or
 2. If elected by the tenant, sent by electronic delivery in at least one of the following forms:
 - A. An e-mail message;
 - B. A text message; or
 - C. Through an electronic tenant portal.
- (ii) The electronic delivery method shall provide the landlord with proof of transmission of the notice.
- (iii) A landlord may not condition the acceptance of a lease application on the tenant's election to receive notice under this subsection by electronic delivery.
- (3) A landlord shall provide the notice required under paragraph (1) of this subsection:
- (i) For tenancies for a term of more than 1 month, at least 90 days in advance of the rent increase;
 - (ii) For tenancies for a term of more than 1 week, but not more than 1 month, at least 60 days in advance of the rent increase; and
 - (iii) For tenancies for a term of 1 week or less:
 1. At least 7 days in advance of the rent increase if the parties have a written lease; or
 2. At least 21 days in advance of the rent increase if the parties do not have a written lease.
- (c) This section does not affect or supersede any local law or ordinance that requires additional notice or provides additional tenant protections.

Md. Code, RP § 8-209

Added by 2023 Md. Laws, Ch. 146, Sec. 1, eff. 10/1/2023.

Late Fees:

What This Means: 5% of rent maximum. If tenancy is weekly then \$3/day maximum not to exceed \$12/month.

Legal Statute:

(a) (1) On or after October 1, 1999, any landlord who offers 5 or more dwelling units for rent in the State may not rent a residential dwelling unit without using a written lease. (2) If a landlord fails to comply with paragraph (1) of this subsection, the term of the tenancy is presumed to be

1 year from the date of the tenant's first occupancy unless the tenant elects to end the tenancy at an earlier date by giving 1 month's written notice.

(b) A landlord who rents using a written lease shall provide, upon written request from any prospective applicant for a lease, a copy of the proposed form of lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the lease or any prior deposit.

(c) A lease shall include: (1) A statement that the premises will be made available in a condition permitting habitation, with reasonable safety, if that is the agreement, or if that is not the agreement, a statement of the agreement concerning the condition of the premises; (2) The landlord's and the tenant's specific obligations as to heat, gas, electricity, water, and repair of the premises; and (3) A receipt for the security deposit as specified in § 8-203.1 of this subtitle.

(d) A landlord may not use a lease or form of lease containing any provision that: (1) Has the tenant authorize any person to confess judgment on a claim arising out of the lease; (2) Has the tenant agree to waive or to forego any right or remedy provided by applicable law; (3) (i) Provides for a penalty for the late payment of rent in excess of 5% of the amount of rent due for the rental period for which the payment was delinquent; or (ii) In the case of leases under which the rent is paid in weekly rental installments, provides for a late penalty of more than \$3 per week or a total of no more than \$12 per month; (4) Has the tenant waive the right to a jury trial; (5) Has the tenant agree to a period required for landlord's notice to quit which is less than that provided by applicable law; provided, however, that neither party is prohibited from agreeing to a longer notice period than that required by applicable law; (6) Authorizes the landlord to take possession of the leased premises, or the tenant's personal property unless the lease has been terminated by action of the parties or by operation of law, and the personal property has been abandoned by the tenant without the benefit of formal legal process; (7) Is against public policy and void pursuant to § 8-105 of this title; (8) Permits a landlord to commence an eviction proceeding or issue a notice to quit solely as retaliation against any tenant for planning, organizing, or joining a tenant organization with the purpose of negotiating collectively with the landlord; (9) Requires the tenant to accept notice of rent increases under § 8-209 by electronic delivery; or (10) (i) Limits the ability of a tenant to summon the assistance of law enforcement or emergency services or penalizes a tenant solely for summoning the assistance of law enforcement or emergency services; or (ii) Penalizes a tenant for the actions of another individual solely because the individual summoned the assistance of law enforcement or emergency services.

(e) (1) Except for a lease containing an automatic renewal period of 1 month or less, a lease that contains a provision calling for an automatic renewal of the lease term unless prior notice is given by the party or parties seeking to terminate the lease, shall have the provision distinctly set apart from any other provision of the lease and provide a space for the written acknowledgment of the tenant's agreement to the automatic renewal provision. (2) An automatic renewal provision that is not specifically accompanied by either the tenant's initials, signature, or witnessed mark is unenforceable by the landlord.

(f) No provision of this section shall be deemed to be a bar to the applicability of supplementary rights afforded by any public local law enacted by the General Assembly or any ordinance or local law enacted by any municipality or political subdivision of this State; provided, however, that no such law can diminish or limit any right or remedy granted under the provisions of this section.

(g) (1) Any lease provision which is prohibited by terms of this section shall be unenforceable by the landlord. (2) If the landlord includes in any lease a provision prohibited by this section or made unenforceable by § 8-105 of this title or § 8-203 of this subtitle, at any time subsequent to July 1, 1975, and tenders a lease containing such a provision or attempts to enforce or makes known to the tenant an intent to enforce any such provision, the tenant may recover any actual damages incurred as a reason thereof, including reasonable attorney's fees.

(h) If any word, phrase, clause, sentence, or any part or parts of this section shall be held unconstitutional by any court of competent jurisdiction such unconstitutionality shall not affect the validity of the remaining parts of this section.

Md. Code, RP § 8-208

Amended by 2023 Md. Laws, Ch. 768, Sec. 1, eff. 10/1/2023.

Amended by 2023 Md. Laws, Ch. 769, Sec. 1, eff. 10/1/2023.

Amended by 2023 Md. Laws, Ch. 146, Sec. 1, eff. 10/1/2023.

Amended by 2016 Md. Laws, Ch. 643, Sec. 1, eff. 10/1/2016.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Application Fees:

What This Means: \$25 maximum

Legal Statute:

(a) An application for a lease shall contain a statement which explains:

(1) The liabilities which the tenant incurs upon signing the application; and

(2) The provisions of subsections (b) and (c) of this section.

(b)

(1)

(i) If a landlord requires from a prospective tenant any fees other than a security deposit as defined by § 8-203(a) of this subtitle, and these fees exceed \$25, then the landlord shall return

the fees, subject to the exceptions below, or be liable for twice the amount of the fees in damages.

(ii) The return shall be made not later than 15 days following the date of occupancy or the written communication, by either party to the other, of a decision that no tenancy shall occur.

(2) The landlord may retain only that portion of the fees actually expended for a credit check or other expenses arising out of the application, and shall return that portion of the fees not actually expended on behalf of the tenant making application.

(c) This section does not apply to any landlord who offers four or less dwelling units for rent on one parcel of property or at one location, or to seasonal or condominium rentals.

Md. Code, RP § 8-213

Prepaid Rent:

What This Means: No statute

Legal Statute:

No content available

Returned Check Fees:

What This Means: No statute

Legal Statute:

No content available

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes

Legal Statute:

(a) The purpose of this section is to provide tenants with a mechanism for encouraging the repair of serious and dangerous defects which exist within or as part of any residential dwelling unit, or upon the property used in common of which the dwelling unit forms a part. The defects sought to be reached by this section are those which present a substantial and serious threat of danger to the life, health and safety of the occupants of the dwelling unit, and not those which

merely impair the aesthetic value of the premises, or which are, in those locations governed by such codes, housing code violations of a nondangerous nature. The intent of this section is not to provide a remedy for dangerous conditions in the community at large which exists apart from the leased premises or the property in common of which the leased premises forms a part.

(b) It is the public policy of Maryland that meaningful sanctions be imposed upon those who allow dangerous conditions and defects to exist in leased premises, and that an effective mechanism be established for repairing these conditions and halting their creation.

(c) This section applies to residential dwelling units leased for the purpose of human habitation within the State of Maryland. This section does not apply to farm tenancies.

(d) This section applies to all applicable dwelling units whether they are (1) publicly or privately owned or (2) single or multiple units.

(e) This section provides a remedy and imposes an obligation upon landlords to repair and eliminate conditions and defects which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants, including, but not limited to: (1) Lack of heat, light, electricity, or hot or cold running water, except where the tenant is responsible for the payment of the utilities and the lack thereof is the direct result of the tenant's failure to pay the charges; (2) Lack of adequate sewage disposal facilities; (3) Infestation of rodents in two or more dwelling units; (4) The existence of any structural defect which presents a serious and substantial threat to the physical safety of the occupants; or (5) The existence of any condition which presents a health or fire hazard to the dwelling unit.

(f) This section does not provide a remedy for the landlord's failure to repair and eliminate minor defects or, in those locations governed by such codes, housing code violations of a nondangerous nature. There is a rebuttable presumption that the following conditions, when they do not present a serious and substantial threat to the life, health and safety of the occupants, are not covered by this section: (1) Any defect which merely reduces the aesthetic value of the leased premises, such as the lack of fresh paint, rugs, carpets, paneling or other decorative amenities; (2) Small cracks in the walls, floors or ceilings; (3) The absence of linoleum or tile upon the floors, provided that they are otherwise safe and structurally sound; or (4) The absence of air conditioning.

(g) In order to employ the remedies provided by this section, the tenant shall notify the landlord of the existence of the defects or conditions. Notice shall be given by (1) a written communication sent by certified mail listing the asserted conditions or defects, or (2) actual notice of the defects or conditions, or (3) a written violation, condemnation or other notice from an appropriate State, county, municipal or local government agency stating the asserted conditions or defects.

(h) The landlord has a reasonable time after receipt of notice in which to make the repairs or correct the conditions. The length of time deemed to be reasonable is a question of fact for the court, taking into account the severity of the defects or conditions and the danger which they

present to the occupants. There is a rebuttable presumption that a period in excess of 30 days from receipt of notice is unreasonable.

(i) If the landlord refuses to make the repairs or correct the conditions, or if after a reasonable time the landlord has failed to do so, the tenant may bring an action of rent escrow to pay rent into court because of the asserted defects or conditions, or the tenant may refuse to pay rent and raise the existence of the asserted defects or conditions as an affirmative defense to an action for distress for rent or to any complaint proceeding brought by the landlord to recover rent or the possession of the leased premises.

(j) (1) Whether the issue of rent escrow is raised affirmatively or defensively, the tenant may request one or more of the forms of relief set forth in this section. (2) In addition to any other relief sought, if within 90 days after the court finds that the conditions complained of by the tenant exist the landlord has not made the repairs or corrected the conditions complained of, the tenant may file a petition of injunction in the District Court requesting the court to order the landlord to make the repairs or correct the conditions.

(k) Relief under this section is conditioned on: (1) Giving proper notice, and where appropriate, the opportunity to correct, as described by subsection (h) of this section; (2) Payment by the tenant, into court, of the amount of rent required by the lease, unless this amount is modified by the court as provided in subsection (m) of this section; (3) In the case of tenancies measured by a period of one month or more, the court having not entered against the tenant three prior judgments of possession for rent due and unpaid in the 12-month period immediately prior to the initiation of the action by the tenant or by the landlord; and (4) In the case of periodic tenancies measured by the weekly payment of rent, the court having not entered against the tenant more than five judgments of possession for rent due and unpaid in the 12-month period immediately prior to the initiation of the action by the tenant or by the landlord, or, if the tenant has lived on the premises six months or less, the court having not entered against the tenant three judgments of possession for rent due and unpaid.

(l) It is a sufficient defense to the allegations of the tenant that the tenant, the tenant's family, agent, employees, or assignees or social guests have caused the asserted defects or conditions, or that the landlord or the landlord's agents were denied reasonable and appropriate entry for the purpose of correcting or repairing the asserted conditions or defects.

(m) The court shall make appropriate findings of fact and make any order that the justice of the case may require, including any one or a combination of the following: (1) Order the termination of the lease and return of the leased premises to the landlord, subject to the tenant's right of redemption; (2) Order that the action for rent escrow be dismissed; (3) Order that the amount of rent required by the lease, whether paid into court or to the landlord, be abated and reduced in an amount determined by the court to be fair and equitable to represent the existence of the conditions or defects found by the court to exist; or (4) Order the landlord to make the repairs or correct the conditions complained of by the tenant and found by the court to exist.

(n) After rent escrow has been established, the court:

(1) Shall, after a hearing, if so ordered by the court or one is requested by the landlord, order that the money in the escrow account be disbursed to the landlord after the necessary repairs have been made; (2) May, after an appropriate hearing, order that some or all money in the escrow account be paid to the landlord or the landlord's agent, the tenant or the tenant's agent, or any other appropriate person or agency for the purpose of making the necessary repairs of the dangerous conditions or defects; (3) May, after a hearing if one is requested by the landlord, appoint a special administrator who shall cause the repairs to be made, and who shall apply to the court to pay for them out of the money in the escrow account; (4) May, after an appropriate hearing, order that some or all money in the escrow account be disbursed to pay any mortgage or deed of trust on the property in order to stay a foreclosure; (5) May, after a hearing, if one is requested by the tenant, order, if no repairs are made or if no good faith effort to repair is made within six months of the initial decision to place money in the escrow account, that the money in the escrow account be disbursed to the tenant. Such an order will not discharge the right on the part of the tenant to pay rent into court and an appeal will stay the forfeiture; or (6) May, after an appropriate hearing, order that the money in the escrow

Tenant Allowed to Repair and Deduct Rent:

What This Means: Yes

Legal Statute:

(a) The purpose of this section is to provide tenants with a mechanism for encouraging the repair of serious and dangerous defects which exist within or as part of any residential dwelling unit, or upon the property used in common of which the dwelling unit forms a part. The defects sought to be reached by this section are those which present a substantial and serious threat of danger to the life, health and safety of the occupants of the dwelling unit, and not those which merely impair the aesthetic value of the premises, or which are, in those locations governed by such codes, housing code violations of a nondangerous nature. The intent of this section is not to provide a remedy for dangerous conditions in the community at large which exists apart from the leased premises or the property in common of which the leased premises forms a part.

(b) It is the public policy of Maryland that meaningful sanctions be imposed upon those who allow dangerous conditions and defects to exist in leased premises, and that an effective mechanism be established for repairing these conditions and halting their creation.

(c) This section applies to residential dwelling units leased for the purpose of human habitation within the State of Maryland. This section does not apply to farm tenancies.

(d) This section applies to all applicable dwelling units whether they are (1) publicly or privately owned or (2) single or multiple units.

(e) This section provides a remedy and imposes an obligation upon landlords to repair and eliminate conditions and defects which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants, including,

but not limited to: (1) Lack of heat, light, electricity, or hot or cold running water, except where the tenant is responsible for the payment of the utilities and the lack thereof is the direct result of the tenant's failure to pay the charges; (2) Lack of adequate sewage disposal facilities; (3) Infestation of rodents in two or more dwelling units; (4) The existence of any structural defect which presents a serious and substantial threat to the physical safety of the occupants; or (5) The existence of any condition which presents a health or fire hazard to the dwelling unit.

(f) This section does not provide a remedy for the landlord's failure to repair and eliminate minor defects or, in those locations governed by such codes, housing code violations of a nondangerous nature. There is a rebuttable presumption that the following conditions, when they do not present a serious and substantial threat to the life, health and safety of the occupants, are not covered by this section: (1) Any defect which merely reduces the aesthetic value of the leased premises, such as the lack of fresh paint, rugs, carpets, paneling or other decorative amenities; (2) Small cracks in the walls, floors or ceilings; (3) The absence of linoleum or tile upon the floors, provided that they are otherwise safe and structurally sound; or (4) The absence of air conditioning.

(g) In order to employ the remedies provided by this section, the tenant shall notify the landlord of the existence of the defects or conditions. Notice shall be given by (1) a written communication sent by certified mail listing the asserted conditions or defects, or (2) actual notice of the defects or conditions, or (3) a written violation, condemnation or other notice from an appropriate State, county, municipal or local government agency stating the asserted conditions or defects.

(h) The landlord has a reasonable time after receipt of notice in which to make the repairs or correct the conditions. The length of time deemed to be reasonable is a question of fact for the court, taking into account the severity of the defects or conditions and the danger which they present to the occupants. There is a rebuttable presumption that a period in excess of 30 days from receipt of notice is unreasonable.

(i) If the landlord refuses to make the repairs or correct the conditions, or if after a reasonable time the landlord has failed to do so, the tenant may bring an action of rent escrow to pay rent into court because of the asserted defects or conditions, or the tenant may refuse to pay rent and raise the existence of the asserted defects or conditions as an affirmative defense to an action for distress for rent or to any complaint proceeding brought by the landlord to recover rent or the possession of the leased premises.

(j) (1) Whether the issue of rent escrow is raised affirmatively or defensively, the tenant may request one or more of the forms of relief set forth in this section. (2) In addition to any other relief sought, if within 90 days after the court finds that the conditions complained of by the tenant exist the landlord has not made the repairs or corrected the conditions complained of, the tenant may file a petition of injunction in the District Court requesting the court to order the landlord to make the repairs or correct the conditions.

(k) Relief under this section is conditioned on: (1) Giving proper notice, and where appropriate, the opportunity to correct, as described by subsection (h) of this section; (2) Payment by the tenant, into court, of the amount of rent required by the lease, unless this amount is modified by the court as provided in subsection (m) of this section; (3) In the case of tenancies measured by a period of one month or more, the court having not entered against the tenant three prior judgments of possession for rent due and unpaid in the 12-month period immediately prior to the initiation of the action by the tenant or by the landlord; and (4) In the case of periodic tenancies measured by the weekly payment of rent, the court having not entered against the tenant more than five judgments of possession for rent due and unpaid in the 12-month period immediately prior to the initiation of the action by the tenant or by the landlord, or, if the tenant has lived on the premises six months or less, the court having not entered against the tenant three judgments of possession for rent due and unpaid.

(l) It is a sufficient defense to the allegations of the tenant that the tenant, the tenant's family, agent, employees, or assignees or social guests have caused the asserted defects or conditions, or that the landlord or the landlord's agents were denied reasonable and appropriate entry for the purpose of correcting or repairing the asserted conditions or defects.

(m) The court shall make appropriate findings of fact and make any order that the justice of the case may require, including any one or a combination of the following: (1) Order the termination of the lease and return of the leased premises to the landlord, subject to the tenant's right of redemption; (2) Order that the action for rent escrow be dismissed; (3) Order that the amount of rent required by the lease, whether paid into court or to the landlord, be abated and reduced in an amount determined by the court to be fair and equitable to represent the existence of the conditions or defects found by the court to exist; or (4) Order the landlord to make the repairs or correct the conditions complained of by the tenant and found by the court to exist.

(n) After rent escrow has been established, the court:

(1) Shall, after a hearing, if so ordered by the court or one is requested by the landlord, order that the money in the escrow account be disbursed to the landlord after the necessary repairs have been made; (2) May, after an appropriate hearing, order that some or all money in the escrow account be paid to the landlord or the landlord's agent, the tenant or the tenant's agent, or any other appropriate person or agency for the purpose of making the necessary repairs of the dangerous conditions or defects; (3) May, after a hearing if one is requested by the landlord, appoint a special administrator who shall cause the repairs to be made, and who shall apply to the court to pay for them out of the money in the escrow account; (4) May, after an appropriate hearing, order that some or all money in the escrow account be disbursed to pay any mortgage or deed of trust on the property in order to stay a foreclosure; (5) May, after a hearing, if one is requested by the tenant, order, if no repairs are made or if no good faith effort to repair is made within six months of the initial decision to place money in the escrow account, that the money in the escrow account be disbursed to the tenant. Such an order will not discharge the right on the part of the tenant to pay rent into court and an appeal will stay the forfeiture; or (6) May, after an appropriate hearing, order that the money in the escrow account be disbursed to the landlord if the tenant does not regularly pay, into that account, the rent owe

Self-Help Evictions:

What This Means: No

Legal Statute:

(a)

(1) In this section the following words have the meanings indicated.

(2) "Party claiming the right to possession" means a person or successor to any person who:

(i) Does not have actual possession of a residential property; and

(ii) Has or claims to have a legal right to possession of the residential property:

1. By the terms of a contract or foreclosure sale;

2. Under a residential lease or sublease that has an initial term of 99 years renewable forever and that creates a leasehold estate subject to the payment of periodic installments of an annual lease amount; or

3. Under a court order, including a court order extinguishing a right of redemption.

(3)

(i) "Protected resident" means an owner or former owner in actual possession of residential property.

(ii) "Protected resident" includes a grantee, tenant, subtenant, or other person in actual possession by, through, or under an owner or former owner of residential property.

(iii) "Protected resident" does not include a trespasser or squatter.

(4) "Residential property" means a building, structure, or portion of a building or structure that is designed principally and is intended for human habitation.

(5) "Threaten to take possession" means using words or actions intended to convince a reasonable person that a party claiming the right to possession intends to take imminent possession of residential property in violation of this section.

(6) "Willful diminution of services" means intentionally interrupting or causing the interruption of heat, running water, hot water, electricity, or gas by a party claiming the right to possession for the purpose of forcing a protected resident to abandon residential property.

(b)

(1) Except as provided in paragraph (2) of this subsection, a party claiming the right to possession may not take possession or threaten to take possession of residential property from a protected resident by:

(i) Locking the resident out of the residential property;

(ii) Engaging in willful diminution of services to the protected resident; or

(iii) Taking any other action that deprives the protected resident of actual possession.

(2)

(i) Except as provided in subparagraph (ii) of this paragraph, a party claiming the right to possession may take possession of residential property from a protected resident only in accordance with a writ of possession issued by a court and executed by a sheriff or constable.

(ii) A party claiming the right to possession of residential property may use nonjudicial self-help to take possession of the property, if the party:

1. Reasonably believes the protected resident has abandoned or surrendered possession of the property based on a reasonable inquiry into the occupancy status of the property;

2. Provides notice as provided in subsection (c) of this section; and

3. Receives no responsive communication to that notice within 15 days after the later of posting or mailing the notice as required by subsection (c) of this section.

(c)

(1) If a party claiming the right to possession of residential property reasonably believes, based on a reasonable inquiry into the occupancy status of the property, that all protected residents have abandoned or surrendered possession of the residential property, the party claiming the right to possession may post on the front door of the residential property and mail by first-class mail addressed to "all occupants" at the address of the residential property a written notice in substantially the following form:

"IMPORTANT NOTICE ABOUT EVICTION

A person who claims the right to possess this property believes that this property is abandoned. If you are currently residing in the property, you must immediately contact:

Name

Address

Telephone

Date of this notice

If you do not contact the person listed above within 15 days after the date of this notice, the person claiming possession may consider the property abandoned and seek to secure the property, including changing the locks without a court order.\".

(2) The written notice required by this subsection shall be:

(i) A separate document; and

(ii) Printed in at least 12 point type.

(3) The outside of the envelope containing the mailed written notice required by this subsection shall state, on the address side, in bold, capital letters in at least 12 point type, the following: \"Important notice to all occupants: eviction information enclosed; open immediately.\".

(d)

(1) If in any proceeding the court finds that a party claiming the right to possession violated subsection (b) of this section, the protected resident may recover:

(i) Possession of the property, if no other person then resides in the property;

(ii) Actual damages; and

(iii) Reasonable attorney's fees and costs.

(2) The remedies set forth in this subsection are not exclusive.

(e) This section does not apply if the parties are governed by Title 8, Subtitle 2, or Title 8A of this article.

Md. Code, RP § 7-113

Amended by 2015 Md. Laws, Ch. 428, Sec. 2, eff. 7/1/2015.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No statute



Legal Statute:

No content available

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

Legal Statute:

(a) The aggrieved party in a breach of a lease has a duty to mitigate damages if the damages result from the landlord's or tenant's: (1) Failure to supply possession of the dwelling unit; (2) Failure or refusal to take possession at the beginning of the term; or (3) Termination of occupancy before the end of the term.

(b) The provisions of subsection (a) of this section do not impose an obligation to show or lease the vacated dwelling unit in preference to other available units.

(c) If a tenant wrongly fails or refuses to take possession of or vacates the dwelling unit before the end of the tenant's term, the landlord may sublet the dwelling unit without prior notice to the tenant in default. The tenant in default is secondarily liable for rent for the term of the tenant's original agreement in addition to the tenant's liability for consequential damages resulting from the tenant's breach, if the landlord gives the tenant prompt notice of any default by the sublessee.

(d) No provision in this section may be waived in any lease.

Md. Code, RP § 8-207

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: 60-day notice required

Legal Statute:

(a) (1) A tenant under any periodic tenancy, or at the expiration of a lease, and someone holding under the tenant, who shall unlawfully hold over beyond the expiration of the lease or termination of the tenancy, shall be liable to the landlord for the actual damages caused by the holding over. (2) The damages awarded to a landlord against the tenant or someone holding

under the tenant, may not be less than the apportioned rent for the period of holdover at the rate under the lease. (3) (i) Any action to recover damages under this section may be brought by suit separate from the eviction or removal proceeding or in the same action and in any court having jurisdiction over the amount in issue. (ii) The court may also give judgment in favor of the landlord for the damages determined to be due together with costs of the suit if the court finds that the residential tenant was personally served with a summons, or, in the case of a nonresidential tenancy, there was such service of process or submission to the jurisdiction of the court as would support a judgment in contract or tort. (iii) A nonresidential tenant who was not personally served with a summons shall not be subject to personal jurisdiction of the court if that tenant asserts that the appearance is for the purpose of defending an in rem action prior to the time that evidence is taken by the court. (4) Nothing contained herein is intended to limit any other remedies which a landlord may have against a holdover tenant under the lease or under applicable law.

(b) (1) (i) Subject to § 8-406 of this subtitle and where any tenancy is for any definite term or at will, and the landlord shall desire to repossess the property after the expiration of the term for which it was leased and shall give notice as required under subsection (c) of this section to the tenant or to the person actually in possession of the property to remove from the property at the end of the term, and if the tenant or person in actual possession shall refuse to comply, the landlord may make complaint in writing to the District Court of the county where the property is located. (ii)

1. The court shall issue a summons directed to any constable or sheriff of the county entitled to serve process, ordering the constable or sheriff to notify the tenant, assignee, or subtenant to appear on a day stated in the summons before the court to show cause why restitution should not be made to the landlord.

2. The constable or sheriff shall serve the summons on the tenant, assignee, or subtenant on the property, or on the known or authorized agent of the tenant, assignee, or subtenant. 3. If, for any reason those persons cannot be found, the constable or sheriff shall affix an attested copy of the summons conspicuously on the property. 4. After notice to the tenant, assignee, or subtenant by first-class mail, the affixing of the summons on the property shall be conclusively presumed to be a sufficient service to support restitution.

(iii) Upon the failure of either of the parties to appear before the court on the day stated in the summons, the court may continue the case to a day not less than 6 nor more than 10 days after the day first stated and notify the parties of the continuance.

(2) (i) If upon hearing the parties, or in case the tenant or person in possession shall neglect to appear after the summons and continuance the court shall find that the landlord had been in possession of the leased property, that the said tenancy is fully ended and expired, that due notice to quit as aforesaid had been given to the tenant or person in possession and that the tenant or person in possession had refused so to do, the court shall thereupon give judgment for the restitution of the possession of said premises and shall forthwith issue its warrant to the sheriff or a constable in the respective counties commanding the tenant or person in possession

forthwith to deliver to the landlord possession thereof in as full and ample manner as the landlord was possessed of the same at the time when the tenancy was made, and shall give judgment for costs against the tenant or person in possession so holding over. (ii) Either party shall have the right to appeal therefrom to the circuit court for the county within 10 days from the judgment. (iii) If the tenant appeals and files with the District Court an affidavit that the appeal is not taken for delay, and also a good and sufficient bond with one or more securities conditioned that the tenant will prosecute the appeal with effect and well and truly pay all rent in arrears and all costs in the case before the District Court and in the appellate court and all loss or damage which the landlord may suffer by reason of the tenant's holding over, including the value of the premises during the time the tenant shall so hold over, then the tenant or person in possession of said premises may retain possession thereof until the determination of said appeal. (iv) The appellate court shall, upon application of either party, set a day for the hearing of the appeal, not less than 5 nor more than 15 days after the application, and notice for the order for a hearing shall be served on the opposite party or that party's counsel at least 5 days before the hearing. (v) If the judgment of the District Court shall be in favor of the landlord, a warrant shall be issued by the appellate court to the sheriff, who shall proceed forthwith to execute the warrant.

(c) (1) This subsection applies to all cases of tenancies at the expiration of a stated term, tenancies from year to year, tenancies from month to month, and tenancies from week to week. (2) Except as provided in paragraphs (3) and (4) of this subsection, a landlord shall provide written notice of the intent to terminate a tenancy: (i) If the parties have a written lease for a stated term in excess of 1 week or a tenancy from month to month, 60 days before the expiration of the tenancy; (ii) In the case of tenancies from year to year, including tobacco farm tenancies from year to year but excluding all other farm tenancies from year to year, 90 days before the expiration of the current year of the tenancy; (iii) In the case of tenancies from year to year for all other farm tenancies, 180 days before the expiration of the current year of the tenancy; and (iv) In the case of tenancies from week to week: 1. If the parties have a written lease, 7 days before the expiration of the tenancy; or 2. If the parties do not have a written lease, 21 days before the expiration of the tenancy. (3) (i) When the tenant shall give notice by parol to the landlord or to the landlord's agent or representatives, at least 30 days before the expiration of the lease or tenancy in all cases except in cases of tenancies from year to year, and at least 90 days' notice in all cases of tenancy from year to year (except in all cases of farm tenancy, the notice shall be 180 days), of the intention of the tenant to remove at the end of that year and to surrender possession of the property at that time, and the landlord, the landlord's agent, or representative shall prove the notice from the tenant by competent testimony, it shall not be necessary for the landlord, the landlord's agent or representative to provide a written notice to the tenant, but the proof of such notice from the tenant as aforesaid shall entitle the landlord to recover possession of the property hereunder. (ii) This paragraph shall not apply in Baltimore City. (4) (i) This paragraph does not apply to a property that is: 1. In Baltimore City or Montgomery County; 2. Owned by a landlord who offers 5 or more residential dwelling units for rent in the State; or 3. Subject to an order to docket under § 7-105.1(e) of this article.

(ii) If a landlord receives notice of an intent to foreclose on the property under § 7-105.1(c)(1) of this article and desires to terminate the tenancy, the landlord shall provide written notice of the

intent to terminate a tenancy: 1. At least 30 days before the expiration of the lease in cases of tenancies from month to month or tenancies from week to week; or 2. At least 60 days before the expiration of the lease in cases of tenancies from year to year.(5) (i) Acceptance of any payment after notice but before eviction shall not operate as a waiver of any notice to quit, notice of intent to vacate or any judgment for possession unless the parties specifically otherwise agree in writing. (ii) Any payment accepted shall be first applied to

Notices and Entry

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 7-day notice with a written lease. 21-day notice if there no written lease.

Legal Statute:

(a) (1) A tenant under any periodic tenancy, or at the expiration of a lease, and someone holding under the tenant, who shall unlawfully hold over beyond the expiration of the lease or termination of the tenancy, shall be liable to the landlord for the actual damages caused by the holding over. (2) The damages awarded to a landlord against the tenant or someone holding under the tenant, may not be less than the apportioned rent for the period of holdover at the rate under the lease. (3) (i) Any action to recover damages under this section may be brought by suit separate from the eviction or removal proceeding or in the same action and in any court having jurisdiction over the amount in issue. (ii) The court may also give judgment in favor of the landlord for the damages determined to be due together with costs of the suit if the court finds that the residential tenant was personally served with a summons, or, in the case of a nonresidential tenancy, there was such service of process or submission to the jurisdiction of the court as would support a judgment in contract or tort. (iii) A nonresidential tenant who was not personally served with a summons shall not be subject to personal jurisdiction of the court if that tenant asserts that the appearance is for the purpose of defending an in rem action prior to the time that evidence is taken by the court. (4) Nothing contained herein is intended to limit any other remedies which a landlord may have against a holdover tenant under the lease or under applicable law.

(b) (1) (i) Subject to § 8-406 of this subtitle and where any tenancy is for any definite term or at will, and the landlord shall desire to repossess the property after the expiration of the term for which it was leased and shall give notice as required under subsection (c) of this section to the tenant or to the person actually in possession of the property to remove from the property at the end of the term, and if the tenant or person in actual possession shall refuse to comply, the landlord may make complaint in writing to the District Court of the county where the property is located. (ii)

1. The court shall issue a summons directed to any constable or sheriff of the county entitled to serve process, ordering the constable or sheriff to notify the tenant, assignee, or subtenant to appear on a day stated in the summons before the court to show cause why restitution should not be made to the landlord.

2. The constable or sheriff shall serve the summons on the tenant, assignee, or subtenant on the property, or on the known or authorized agent of the tenant, assignee, or subtenant. 3. If, for any reason those persons cannot be found, the constable or sheriff shall affix an attested copy of the summons conspicuously on the property. 4. After notice to the tenant, assignee, or subtenant by first-class mail, the affixing of the summons on the property shall be conclusively presumed to be a sufficient service to support restitution.

(iii) Upon the failure of either of the parties to appear before the court on the day stated in the summons, the court may continue the case to a day not less than 6 nor more than 10 days after the day first stated and notify the parties of the continuance.

(2) (i) If upon hearing the parties, or in case the tenant or person in possession shall neglect to appear after the summons and continuance the court shall find that the landlord had been in possession of the leased property, that the said tenancy is fully ended and expired, that due notice to quit as aforesaid had been given to the tenant or person in possession and that the tenant or person in possession had refused so to do, the court shall thereupon give judgment for the restitution of the possession of said premises and shall forthwith issue its warrant to the sheriff or a constable in the respective counties commanding the tenant or person in possession forthwith to deliver to the landlord possession thereof in as full and ample manner as the landlord was possessed of the same at the time when the tenancy was made, and shall give judgment for costs against the tenant or person in possession so holding over. (ii) Either party shall have the right to appeal therefrom to the circuit court for the county within 10 days from the judgment. (iii) If the tenant appeals and files with the District Court an affidavit that the appeal is not taken for delay, and also a good and sufficient bond with one or more securities conditioned that the tenant will prosecute the appeal with effect and well and truly pay all rent in arrears and all costs in the case before the District Court and in the appellate court and all loss or damage which the landlord may suffer by reason of the tenant's holding over, including the value of the premises during the time the tenant shall so hold over, then the tenant or person in possession of said premises may retain possession thereof until the determination of said appeal. (iv) The appellate court shall, upon application of either party, set a day for the hearing of the appeal, not less than 5 nor more than 15 days after the application, and notice for the order for a hearing shall be served on the opposite party or that party's counsel at least 5 days before the hearing. (v) If the judgment of the District Court shall be in favor of the landlord, a warrant shall be issued by the appellate court to the sheriff, who shall proceed forthwith to execute the warrant.

(c) (1) This subsection applies to all cases of tenancies at the expiration of a stated term, tenancies from year to year, tenancies from month to month, and tenancies from week to week.

(2) Except as provided in paragraphs (3) and (4) of this subsection, a landlord shall provide written notice of the intent to terminate a tenancy: (i) If the parties have a written lease for a stated term in excess of 1 week or a tenancy from month to month, 60 days before the expiration of the tenancy; (ii) In the case of tenancies from year to year, including tobacco farm tenancies from year to year but excluding all other farm tenancies from year to year, 90 days before the expiration of the current year of the tenancy; (iii) In the case of tenancies from year to year for all other farm tenancies, 180 days before the expiration of the current year of the tenancy; and (iv) In the case of tenancies from week to week: 1. If the parties have a written

lease, 7 days before the expiration of the tenancy; or 2. If the parties do not have a written lease, 21 days before the expiration of the tenancy. (3) (i) When the tenant shall give notice by parol to the landlord or to the landlord's agent or representatives, at least 30 days before the expiration of the lease or tenancy in all cases except in cases of tenancies from year to year, and at least 90 days' notice in all cases of tenancy from year to year (except in all cases of farm tenancy, the notice shall be 180 days), of the intention of the tenant to remove at the end of that year and to surrender possession of the property at that time, and the landlord, the landlord's agent, or representative shall prove the notice from the tenant by competent testimony, it shall not be necessary for the landlord, the landlord's agent or representative to provide a written notice to the tenant, but the proof of such notice from the tenant as aforesaid shall entitle the landlord to recover possession of the property hereunder. (ii) This paragraph shall not apply in Baltimore City. (4) (i) This paragraph does not apply to a property that is: 1. In Baltimore City or Montgomery County; 2. Owned by a landlord who offers 5 or more residential dwelling units for rent in the State; or 3. Subject to an order to docket under § 7-105.1(e) of this article.

(ii) If a landlord receives notice of an intent to foreclose on the property under § 7-105.1(c)(1) of this article and desires to terminate the tenancy, the landlord shall provide written notice of the intent to terminate a tenancy: 1. At least 30 days before the expiration of the lease in cases of tenancies from month to month or tenancies from week to week; or 2. At least 60 days before the expiration of the lease in cases of tenancies from year to year. (5) (i) Acceptance of any payment after notice but before eviction shall not operate as a waiver of any notice to quit, notice of intent to

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 60-day notice required

Legal Statute:

(a) (1) A tenant under any periodic tenancy, or at the expiration of a lease, and someone holding under the tenant, who shall unlawfully hold over beyond the expiration of the lease or termination of the tenancy, shall be liable to the landlord for the actual damages caused by the holding over. (2) The damages awarded to a landlord against the tenant or someone holding under the tenant, may not be less than the apportioned rent for the period of holdover at the rate under the lease. (3) (i) Any action to recover damages under this section may be brought by suit separate from the eviction or removal proceeding or in the same action and in any court having jurisdiction over the amount in issue. (ii) The court may also give judgment in favor of the landlord for the damages determined to be due together with costs of the suit if the court finds that the residential tenant was personally served with a summons, or, in the case of a nonresidential tenancy, there was such service of process or submission to the jurisdiction of the court as would support a judgment in contract or tort. (iii) A nonresidential tenant who was not personally served with a summons shall not be subject to personal jurisdiction of the court if that tenant asserts that the appearance is for the purpose of defending an in rem action prior to the time that evidence is taken by the court. (4) Nothing contained herein is intended to limit any

other remedies which a landlord may have against a holdover tenant under the lease or under applicable law.

(b) (1) (i) Subject to § 8-406 of this subtitle and where any tenancy is for any definite term or at will, and the landlord shall desire to repossess the property after the expiration of the term for which it was leased and shall give notice as required under subsection (c) of this section to the tenant or to the person actually in possession of the property to remove from the property at the end of the term, and if the tenant or person in actual possession shall refuse to comply, the landlord may make complaint in writing to the District Court of the county where the property is located. (ii)

1. The court shall issue a summons directed to any constable or sheriff of the county entitled to serve process, ordering the constable or sheriff to notify the tenant, assignee, or subtenant to appear on a day stated in the summons before the court to show cause why restitution should not be made to the landlord.

2. The constable or sheriff shall serve the summons on the tenant, assignee, or subtenant on the property, or on the known or authorized agent of the tenant, assignee, or subtenant. 3. If, for any reason those persons cannot be found, the constable or sheriff shall affix an attested copy of the summons conspicuously on the property. 4. After notice to the tenant, assignee, or subtenant by first-class mail, the affixing of the summons on the property shall be conclusively presumed to be a sufficient service to support restitution.

(iii) Upon the failure of either of the parties to appear before the court on the day stated in the summons, the court may continue the case to a day not less than 6 nor more than 10 days after the day first stated and notify the parties of the continuance.

(2) (i) If upon hearing the parties, or in case the tenant or person in possession shall neglect to appear after the summons and continuance the court shall find that the landlord had been in possession of the leased property, that the said tenancy is fully ended and expired, that due notice to quit as aforesaid had been given to the tenant or person in possession and that the tenant or person in possession had refused so to do, the court shall thereupon give judgment for the restitution of the possession of said premises and shall forthwith issue its warrant to the sheriff or a constable in the respective counties commanding the tenant or person in possession forthwith to deliver to the landlord possession thereof in as full and ample manner as the landlord was possessed of the same at the time when the tenancy was made, and shall give judgment for costs against the tenant or person in possession so holding over. (ii) Either party shall have the right to appeal therefrom to the circuit court for the county within 10 days from the judgment. (iii) If the tenant appeals and files with the District Court an affidavit that the appeal is not taken for delay, and also a good and sufficient bond with one or more securities conditioned that the tenant will prosecute the appeal with effect and well and truly pay all rent in arrears and all costs in the case before the District Court and in the appellate court and all loss or damage which the landlord may suffer by reason of the tenant's holding over, including the value of the premises during the time the tenant shall so hold over, then the tenant or person in possession of said premises may retain possession thereof until the determination of said appeal. (iv) The

appellate court shall, upon application of either party, set a day for the hearing of the appeal, not less than 5 nor more than 15 days after the application, and notice for the order for a hearing shall be served on the opposite party or that party's counsel at least 5 days before the hearing.

(v) If the judgment of the District Court shall be in favor of the landlord, a warrant shall be issued by the appellate court to the sheriff, who shall proceed forthwith to execute the warrant.

(c) (1) This subsection applies to all cases of tenancies at the expiration of a stated term, tenancies from year to year, tenancies from month to month, and tenancies from week to week.

(2) Except as provided in paragraphs (3) and (4) of this subsection, a landlord shall provide written notice of the intent to terminate a tenancy: (i) If the parties have a written lease for a stated term in excess of 1 week or a tenancy from month to month, 60 days before the expiration of the tenancy; (ii) In the case of tenancies from year to year, including tobacco farm tenancies from year to year but excluding all other farm tenancies from year to year, 90 days before the expiration of the current year of the tenancy; (iii) In the case of tenancies from year to year for all other farm tenancies, 180 days before the expiration of the current year of the tenancy; and (iv) In the case of tenancies from week to week: 1. If the parties have a written lease, 7 days before the expiration of the tenancy; or 2. If the parties do not have a written lease, 21 days before the expiration of the tenancy. (3) (i) When the tenant shall give notice by parol to the landlord or to the landlord's agent or representatives, at least 30 days before the expiration of the lease or tenancy in all cases except in cases of tenancies from year to year, and at least 90 days' notice in all cases of tenancy from year to year (except in all cases of farm tenancy, the notice shall be 180 days), of the intention of the tenant to remove at the end of that year and to surrender possession of the property at that time, and the landlord, the landlord's agent, or representative shall prove the notice from the tenant by competent testimony, it shall not be necessary for the landlord, the landlord's agent or representative to provide a written notice to the tenant, but the proof of such notice from the tenant as aforesaid shall entitle the landlord to recover possession of the property hereunder. (ii) This paragraph shall not apply in Baltimore City. (4) (i) This paragraph does not apply to a property that is: 1. In Baltimore City or Montgomery County; 2. Owned by a landlord who offers 5 or more residential dwelling units for rent in the State; or 3. Subject to an order to docket under § 7-105.1(e) of this article.

(ii) If a landlord receives notice of an intent to foreclose on the property under § 7-105.1(c)(1) of this article and desires to terminate the tenancy, the landlord shall provide written notice of the intent to terminate a tenancy: 1. At least 30 days before the expiration of the lease in cases of tenancies from month to month or tenancies from week to week; or 2. At least 60 days before the expiration of the lease in cases of tenancies from year to year. (5) (i) Acceptance of any payment after notice but before eviction shall not operate as a waiver of any notice to quit, notice of intent to vacate or any judgment for possession unless the parties specifically otherwise agree in writing. (ii) Any

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: Yes

Legal Statute:

(a) A receipt for a security deposit shall notify the tenant of the following: (1) The right to have the dwelling unit inspected by the landlord in the tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the tenant so requests by certified mail within 15 days of the tenant's occupancy; (2) The right to be present when the landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the tenant notifies the landlord by certified mail at least 15 days prior to the date of the tenant's intended move, of the tenant's intention to move, the date of moving, and the tenant's new address; (3) The landlord's obligation to conduct the inspection within 5 days before or after the tenant's stated date of intended moving; (4) The landlord's obligation to notify the tenant in writing of the date of the inspection; (5) The tenant's right to receive, by first-class mail, delivered to the last known address of the tenant, a written list of the charges against the security deposit claimed by the landlord and the actual costs, within 45 days after the termination of the tenancy; (6) The obligation of the landlord to return any unused portion of the security deposit, by first-class mail, addressed to the tenant's last known address within 45 days after the termination of the tenancy; and (7) A statement that failure of the landlord to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.

(b) The landlord shall retain a copy of the receipt for a period of 2 years after the termination of the tenancy, abandonment of the premises, or eviction of the tenant, as the case may be.

(c) The landlord shall be liable to the tenant in the sum of \$25 if the landlord fails to provide a written receipt for the security deposit.

Md. Code, RP § 8-203.1

Amended by 2016 Md. Laws, Ch. 643, Sec. 1, eff. 10/1/2016.

Notices and Entry

Notice of Termination for Nonpayment:

What This Means: 10-day notice to remedy or quit

Legal Statute:

(a) Whenever the tenant or tenants fail to pay the rent when due and payable, it shall be lawful for the landlord to have again and repossess the premises in accordance with this section.

(b)(1) Whenever any landlord shall desire to repossess any premises to which the landlord is entitled under the provisions of subsection (a) of this section, the landlord or the landlord's duly qualified agent or attorney shall ensure that the landlord has completed the procedures required under subsection (c) of this section.(2) Subject to § 8-406 of this subtitle and after completing the procedures required under subsection (c) of this section, a landlord or the landlord's duly qualified agent or attorney may file the landlord's written complaint under oath or affirmation, in the District Court of the county wherein the property is situated:(i) Describing in general terms the property sought to be repossessed;(ii) Setting forth the name of each tenant to whom the property is rented or any assignee or subtenant;(iii) Stating the amount of rent and any late fees due and unpaid, less the amount of any utility bills, fees, or security deposits paid by a tenant under § 7-309 of the Public Utilities Article;(iv) Requesting to repossess the premises and, if requested by the landlord, a judgment for the amount of rent due, costs, and any late fees, less the amount of any utility bills, fees, or security deposits paid by a tenant under § 7-309 of the Public Utilities Article;(v) If applicable, stating that, to the best of the landlord's knowledge, the tenant is deceased, intestate, and without next of kin; and(vi) If the property to be repossessed is an affected property as defined in § 6-801 of the Environment Article, stating that the landlord has registered the affected property as required under § 6-811 of the Environment Article and renewed the registration as required under § 6-812 of the Environment Article and:1.A. If the current tenant moved into the property on or after February 24, 1996, stating the inspection certificate number for the inspection conducted for the current tenancy as required under § 6-815(c) of the Environment Article; orB. On or after February 24, 2006, stating the inspection certificate number for the inspection conducted for the current tenancy as required under § 6-815(c), § 6-817(b), or § 6-819(f) of the Environment Article; or2. Stating that the owner is unable to provide an inspection certificate number because:A. The owner has requested that the tenant allow the owner access to the property to perform the work required under Title 6, Subtitle 8 of the Environment Article;B. The owner has offered to relocate the tenant in order to allow the owner to perform work if the work will disturb the paint on the interior surfaces of the property and to pay the reasonable expenses the tenant would incur directly related to the relocation; andC. The tenant has refused to allow access to the owner or refused to vacate the property in order for the owner to perform the required work.(3) For the purpose of the court's determination under subsection (e) of this section the landlord shall also specify the amount of rent due for each rental period under the lease, the day that the rent is due for each rental period, and any late fees for overdue rent payments.(4) The District Court shall issue its summons, directed to any constable or sheriff of the county entitled to serve process, and ordering the constable or sheriff to notify the tenant, assignee, or subtenant by first-class mail:(i) To appear before the District Court at the trial to be held on the fifth day after the filing of the complaint; and(ii) To answer the landlord's complaint to show cause why the demand of the landlord should not be granted.(5)(i) The constable or sheriff shall proceed to serve the summons upon the tenant, assignee, or subtenant or their known or authorized agent as follows:1. If personal service is requested and any of the persons whom the sheriff shall serve is found on the property, the sheriff shall serve any such persons; or2. If personal service is

requested and none of the persons whom the sheriff is directed to serve shall be found on the property and, in all cases where personal service is not requested, the constable or sheriff shall affix an attested copy of the summons conspicuously upon the property.(ii) The affixing of the summons upon the property after due notification to the tenant, assignee, or subtenant by first-class mail shall conclusively be presumed to be a sufficient service to all persons to support the entry of a default judgment for possession of the premises, together with court costs, in favor of the landlord, but it shall not be sufficient service to support a default judgment in favor of the landlord for the amount of rent due.(6) Notwithstanding the provisions of paragraphs (1) through (5) of this subsection:(i) In an action to repossess nonresidential property under this section, service of process on a tenant:1. Shall be directed to the sheriff of the appropriate county or municipality; and2. On plaintiff's request, may be directed to any person authorized under the Maryland Rules to serve process; and(ii) In Wicomico County, in an action to repossess any premises under this section, service of process on a tenant may be directed to any person authorized under the Maryland Rules to serve process.(7)(i) Notwithstanding the provisions of paragraphs (4) through (6) of this subsection, if the landlord certifies to the court in the written complaint required under paragraph (1) of this subsection that, to the best of the landlord's knowledge, the tenant is deceased, intestate, and without next of kin, the District Court shall issue its summons, directed to any constable or sheriff of the county entitled to serve process, and ordering the constable or sheriff to notify the occupant of the premises or the next of kin of the deceased tenant, if known, by personal service:1. To appear before the District Court at the trial to be held on the fifth day after the filing of the complaint; and2. To answer the landlord's complaint to show cause why the demand of the landlord should not be granted.(ii)1. The constable or sheriff shall proceed to serve the summons upon the occupant of the premises or the next of kin of the deceased tenant, if known, as follows:A. If any of the persons whom the sheriff is directed to serve are found on the property or at another known address, the sheriff shall serve any such persons; orB. If none of the persons whom the sheriff is directed to serve are found on the property or at another known address, the constable or sheriff shall affix an attested copy of the summons conspicuously upon the property.2. The affixing of the summons upon the property shall conclusively be presumed to be a sufficient service to all persons to support the entry of a default judgment for possession of the premises, together with court costs, in favor of the landlord, but it shall not be sufficient service to support a default judgment in favor of the landlord for the amount of rent due.

(c)(1) Before a landlord may file a complaint under this section, the landlord shall provide to the tenant a written notice of the landlord's intent to file a claim in the District Court against the tenant to recover possession of the residential premises if the tenant does not cure within 10 days after the written notice is provided to the tenant.(2) The written notice required under paragraph (1) of this subsection shall be in a form created by the Maryland Judiciary and notice shall occur when the notice is:(i) Sent by first-class mail, certificate of mailing;(ii) Affixed to the door of the premises; or(iii) If elected by the tenant, sent by electronic delivery in at least one of the following forms:1. An e-mail message;2. A text message; or3. Through an electronic tenant portal.(3)(i) A complaint for repossession filed in accordance with this section shall include a statement that states and affirms the date on which the landlord provided the notice required under paragraph (1) of this subsection.(ii) A tenant may challenge assertions made by a

landlord under this paragraph, and the court may dismiss the landlord's complaint on a showing of sufficient cause.

(d)(1) This subsection applies only to an action for the repossession of residential property for failure to pay rent due during a government shutdown.(2) Notwithstanding any other law, the court shall stay the proceeding if the tenant or an occupant of the property that is the subject of the proceeding presents evidence satisfactory to the court that the occupant:(i) Uses the property as the individual's primary residence;(ii) Is an employee of the federal or State government or an employee of a local government in the State; and(

Notice for Lease Violation:

What This Means: 30-day notice for lease violation. 14-day notice if there is imminent threat on tenant's behalf.

Legal Statute:

(a) (1) (i) Subject to § 8-406 of this subtitle and where an unexpired lease for a stated term provides that the landlord may repossess the premises prior to the expiration of the stated term if the tenant breaches the lease, the landlord may make complaint in writing to the District Court of the county where the premises is located if: 1. The tenant breaches the lease; 2.A. The landlord has given the tenant 30 days' written notice that the tenant is in violation of the lease and the landlord desires to repossess the leased premises; orB. The breach of the lease involves behavior by a tenant or a person who is on the property with the tenant's consent, which demonstrates a clear and imminent danger of the tenant or person doing serious harm to themselves, other tenants, the landlord, the landlord's property or representatives, or any other person on the property and the landlord has given the tenant or person in possession 14 days' written notice that the tenant or person in possession is in violation of the lease and the landlord desires to repossess the leased premises; and3. The tenant or person in actual possession of the premises refuses to comply. (ii) The court shall summons immediately the tenant or person in possession to appear before the court on a day stated in the summons to show cause, if any, why restitution of the possession of the leased premises should not be made to the landlord. (2) (i) If, for any reason, the tenant or person in actual possession cannot be found, the constable or sheriff shall affix an attested copy of the summons conspicuously on the property. (ii) After notice is sent to the tenant or person in possession by first-class mail, the affixing of the summons on the property shall be conclusively presumed to be a sufficient service to support restitution. (3) If either of the parties fails to appear before the court on the day stated in the summons, the court may continue the case for not less than six nor more than 10 days and notify the parties of the continuance.

(b) (1) If the court determines that the tenant breached the terms of the lease and that the breach was substantial and warrants an eviction, the court shall give judgment for the restitution of the possession of the premises and issue its warrant to the sheriff or a constable commanding the tenant to deliver possession to the landlord in as full and ample manner as the landlord was possessed of the same at the time when the lease was entered into. The court

shall give judgment for costs against the tenant or person in possession. (2) Either party may appeal to the circuit court for the county, within ten days from entry of the judgment. If the tenant (i) files with the District Court an affidavit that the appeal is not taken for delay; (ii) files sufficient bond with one or more securities conditioned upon diligent prosecution of the appeal; (iii) pays all rent in arrears, all court costs in the case; and (iv) pays all losses or damages which the landlord may suffer by reason of the tenant's holding over, the tenant or person in possession of the premises may retain possession until the determination of the appeal. Upon application of either party, the court shall set a day for the hearing of the appeal not less than five nor more than 15 days after the application, and notice of the order for a hearing shall be served on the other party or that party's counsel at least five days before the hearing. If the judgment of the District Court is in favor of the landlord, a warrant shall be issued by the court which hears the appeal to the sheriff, who shall execute the warrant.

(c) (1) Acceptance of any payment after notice but before eviction shall not operate as a waiver of any notice of breach of lease or any judgment for possession unless the parties specifically otherwise agree in writing. (2) Any payment accepted shall be first applied to the rent or the equivalent of rent apportioned to the date that the landlord actually recovers possession of the premises, then to court costs, including court awarded damages and legal fees and then to any loss of rent caused by the breach of lease. (3) Any payment which is accepted in excess of the rent referred to in paragraph (2) of this subsection shall not bear interest but will be returned to the tenant in the same manner as security deposits as defined under § 8-203 of this title but shall not be subject to the penalties of that section.

Md. Code, RP § 8-402.1

Amended by 2023 Md. Laws, Ch. 482, Sec. 1, eff. 10/1/2023.

Amended by 2023 Md. Laws, Ch. 481, Sec. 1, eff. 10/1/2023.

Required Notice before Entry:

What This Means: No statute. Common practice is 24-hour notice minimum.

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: No statute. Common practice is 24-hour notice minimum.

Legal Statute:

No content available

Emergency Entry Allowed without Notice:

What This Means: No statute. Usually no notice is required in the event of an emergency.

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute. Usually no notice is required in the event of abandonment.

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: No statute. Common practice is 24-hour notice minimum.

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: No

Legal Statute:

(a)

(1) In this section the following words have the meanings indicated.

(2) "Threaten to take possession" means using words or actions intended to convince a reasonable person that the landlord intends to take imminent possession of the property in violation of this section.

(3)

(i) "Willful diminution of services" means intentionally interrupting or causing the interruption of heat, running water, hot water, electricity, or gas by the landlord for the purpose of forcing a tenant to abandon the property.

(ii) "Willful diminution of services" does not include a landlord choosing not to continue to pay for utility service for residential property after a final court order awarding possession of the residential property, if the landlord has provided the tenant reasonable notice of the landlord's intention and the opportunity for the tenant to open an account in the tenant's name for that service.

(b)

(1) Except as provided in paragraph (2) of this subsection, a landlord may not take possession or threaten to take possession of a dwelling unit from a tenant or tenant holding over by locking the tenant out or any other action, including willful diminution of services to the tenant.

(2) A landlord may take possession of a dwelling unit from a tenant or tenant holding over only:

(i) In accordance with a warrant of restitution issued by a court and executed by a sheriff or constable; or

(ii) If the tenant has abandoned or surrendered possession of the dwelling unit.

(c)

(1) If in any proceeding the court finds in favor of the tenant because the landlord violated subsection (b) of this section, the tenant may recover:

(i) Actual damages; and

(ii) Reasonable attorney's fees and costs.

(2) The remedies set forth in this subsection are not exclusive.

(d) This section may not be construed to prevent a landlord from taking temporary measures, including changing the locks, to secure an unsecured residential property, if the landlord makes

good faith attempts to provide reasonable notice to the tenant that the tenant may promptly be restored to possession of the property.

Md. Code, RP § 8-216

Added by 2013 Md. Laws, Ch. 515, Sec. 1, eff. 6/1/2013.

Added by 2013 Md. Laws, Ch. 514, Sec. 1, eff. 6/1/2013.

Utility Shut-offs Allowed:

What This Means: No

Legal Statute:

(a)

(1) In this section the following words have the meanings indicated.

(2) "Threaten to take possession" means using words or actions intended to convince a reasonable person that the landlord intends to take imminent possession of the property in violation of this section.

(3)

(i) "Willful diminution of services" means intentionally interrupting or causing the interruption of heat, running water, hot water, electricity, or gas by the landlord for the purpose of forcing a tenant to abandon the property.

(ii) "Willful diminution of services" does not include a landlord choosing not to continue to pay for utility service for residential property after a final court order awarding possession of the residential property, if the landlord has provided the tenant reasonable notice of the landlord's intention and the opportunity for the tenant to open an account in the tenant's name for that service.

(b)

(1) Except as provided in paragraph (2) of this subsection, a landlord may not take possession or threaten to take possession of a dwelling unit from a tenant or tenant holding over by locking the tenant out or any other action, including willful diminution of services to the tenant.

(2) A landlord may take possession of a dwelling unit from a tenant or tenant holding over only:

(i) In accordance with a warrant of restitution issued by a court and executed by a sheriff or constable; or

(ii) If the tenant has abandoned or surrendered possession of the dwelling unit.

(c)

(1) If in any proceeding the court finds in favor of the tenant because the landlord violated subsection (b) of this section, the tenant may recover:

(i) Actual damages; and

(ii) Reasonable attorney's fees and costs.

(2) The remedies set forth in this subsection are not exclusive.

(d) This section may not be construed to prevent a landlord from taking temporary measures, including changing the locks, to secure an unsecured residential property, if the landlord makes good faith attempts to provide reasonable notice to the tenant that the tenant may promptly be restored to possession of the property.

Md. Code, RP § 8-216

Added by 2013 Md. Laws, Ch. 515, Sec. 1, eff. 6/1/2013.

Added by 2013 Md. Laws, Ch. 514, Sec. 1, eff. 6/1/2013.

Electronic Notices Allowed:

What This Means: Yes. If previously elected by the tenant

Legal Statute:

(a)

(1) This section applies only to a residential lease.

(2) This section does not apply to a landlord who has provided written notice of the intent to terminate a tenancy in accordance with § 8-402(c)(2) of this article.

(b)

(1) A landlord shall notify a tenant in writing before increasing the tenant's rent.

(2)

(i) The notice required under paragraph (1) of this subsection shall:

1. Be sent by first-class mail with a certificate of mailing; or

2. If elected by the tenant, sent by electronic delivery in at least one of the following forms:

A. An e-mail message;



B. A text message; or

C. Through an electronic tenant portal.

(ii) The electronic delivery method shall provide the landlord with proof of transmission of the notice.

(iii) A landlord may not condition the acceptance of a lease application on the tenant's election to receive notice under this subsection by electronic delivery.

(3) A landlord shall provide the notice required under paragraph (1) of this subsection:

(i) For tenancies for a term of more than 1 month, at least 90 days in advance of the rent increase;

(ii) For tenancies for a term of more than 1 week, but not more than 1 month, at least 60 days in advance of the rent increase; and

(iii) For tenancies for a term of 1 week or less:

1. At least 7 days in advance of the rent increase if the parties have a written lease; or

2. At least 21 days in advance of the rent increase if the parties do not have a written lease.

(c) This section does not affect or supersede any local law or ordinance that requires additional notice or provides additional tenant protections.

Md. Code, RP § 8-209

Added by 2023 Md. Laws, Ch. 146, Sec. 1, eff. 10/1/2023.

Quick Reference Guide

Key Maryland Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Maryland.

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Links To Statutes

- [Md. Code, Real. Prop. § 8-203\(b\)\(1\)](#) – Security deposits
- [Md. Code, Real. Prop. § 8-203\(c\)](#) – Security deposits
- [Md. Code, Real. Prop. § 8-203\(e\)\(1\)\(2\)\(3\)](#) – Security deposits
- [Md. Code, Real. Prop. § 8-203\(e\)\(4\) 8-203\(g\)\(1\)\(2\)](#) – Deadline for Returning Security Deposit
- [Md. Code, Real. Prop. § 8-203](#) – Security deposits
- [Md. Code, Real. Prop. § 8-203.1\(b\)](#) – Security deposit receipt
- [Md. Code, Real. Prop. § 8-203.1](#) – Security deposit receipt
- [Md. Code, Real. Prop. § 8-208\(d\)\(3\)](#) – Written leases; supplementary rights afforded by local law or ordinance; prohibited provisions not enforceable; damages; severability
- [Md. Code, Real. Prop. § 8-208\(1\)](#) – Written leases; supplementary rights afforded by local law or ordinance; prohibited provisions not enforceable; damages; severability
- [Md. Code, Real. Prop. § 8-208\(d\)\(6\)](#) – Written leases; supplementary rights afforded by local law or ordinance; prohibited provisions not enforceable; damages; severability
- [Md. Code, Real. Prop. § 8-208.1 \(1-3\)](#) – Retaliatory actions
- [Md. Code, Real. Prop. § 8-211](#) – Repair of dangerous defects; rent escrow
- [Md. Code, Real. Prop. § 8-207](#) – Duty of aggrieved party to mitigate damages on breach of lease; secondary liability of tenant for rent
- [Md. Code, Real. Prop. § 8-401](#) – Failure to pay rent
- [Md. Code, Real. Prop. § 8-402\(b\)\(3\)](#) – Holding over
- [Md. Code, Real. Prop. § 8-402.1\(a\)\(1\)](#) – Breach of lease
- [Md. Code, Real. Prop. § 8-5A-02\(a\)](#) – Termination of lease
- [Md. Code, Real. Prop. § 8-5A-03](#) – Notice – Victim of sexual assault
- [Md. Code, Real. Prop. § 8-5A-04](#) – Action for possession of property
- [Md. Code, Real. Prop. § 8-209](#) – Rent Increase Notice
- [Md. Code, Real. Prop. § 8-213\(b\)\(1\)\(i\)](#) – Application Fees

- [Md. Code, Real. Prop. § 7-113\(b\)\(1\)\(i\)\(ii\)\(iii\)](#) – Self-Help Evictions
- [Md. Code, Real. Prop. § 8-216\(b\)\(1\)](#) –
- [Md. Code, Real. Prop. § 8-209\(b\)\(2\)\(i\)\(2\)](#) – Electronic Notices
- [Md. Code, Real Prop. § 8-210](#) – Information to Be Posted or Provided by Landlord