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**BALTIMORE CITY**

**GUIDE TO  
Laws covering  
tenant-landlord relations  
IN THE CITY AND THE STATE**



**with an appendix which covers Maryland and U.S. laws forbidding discrimination in housing**

Published by  
BALTIMORE NEIGHBORHOODS, INC.  
319 East 25th Street  
Baltimore, Maryland 21218

Price: \$2.10 inc. tax  
\$2.75 postpaid

July, 1980

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This guide discusses tenant-landlord problems that commonly arise, and summarizes the laws that affect the tenant-landlord relationship. It is important to note that in some instances the law is unclear or has yet to develop. In these instances general legal principles or the apparent meaning of the law are indicated.

This guide does not cover commercial leases.

First published in September, 1970, the guide is revised annually to incorporate new laws.

The cover was designed by George Atherton. Scales of justice at equilibrium, enclosed within a house, indicate justice for both tenant and landlord. The arrows symbolize direction and guidance as given by the law.

We wish to thank Susan Handwerger for assistance with the sections on Housing Court and Rent Court, and Nell Strachan for assistance with the section on "Laws Against Discrimination."

Joanne Nathans, Editor



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## WHERE TO FIND THE LAWS

All the following codes of laws can be found in the Legislative Reference Library in City Hall. Hours are 8:30 A.M. - 4:30 P.M. Monday through Friday, telephone 396-4730 or 396-4731. Several branches of the Enoch Pratt Library also have these codes, but not all branches have all codes. Check with the main library (396-5430) or your local branch. Where available, the codes are for reference use only and not for circulation.

1. Maryland Code - a codification of the public general laws passed by the General Assembly. In addition to the Code, a volume is published each year containing the laws enacted at the legislative session of that year. Until a law is codified, it can be identified by its Chapter number and year of enactment. During the 1974 session, an extensive revision of the Maryland laws relating to real property was adopted. Landlord-tenant law comprises Title 8 of the Real Property Article. The subtitles of Title 8 are:

- (1) General rules
- (2) Residential leases
- (3) Distress for rent
- (4) Landlord's remedies other than distraint
- (5) Tenant remedies

2. Public Local Laws of Baltimore City - a codification of special laws relating to Baltimore City, enacted both by the General Assembly and the Baltimore City Council. Subtitle 9 contains landlord-tenant law.

3. Baltimore City Code - a codification of general ordinances enacted by the City Council. All city ordinances are also published in annual volumes according to year of enactment, and can be identified by ordinance number and year of enactment. The Housing Code, enacted by Ordinance 902, 1966, is found in Article 13 of the 1976 edition of the Baltimore City Code.

## FIVE COMMON PROBLEMS

1. Tenant does not have money to pay rent

Nonpayment of rent gives landlord the right to evict. However, there are several practical possibilities which tenant might try: a partial rent payment; funds from an emergency grant from the Department of Social Services; an advance or a lump sum settlement where tenant is receiving Workmen's Compensation payments, etc. If tenant's efforts are not successful and landlord begins eviction proceedings, tenant should seek advice immediately. See "Where to Go for Help", p. 5.

2. Landlord claims tenant owes rent

Maryland law requires that landlord give a receipt for each cash payment of rent. Tenant should always keep his rent book and all receipts in a safe place. If landlord claims rent money is owed, tenant can use his rent book and receipts as proof of payment. If landlord still says the tenant owes rent and tenant disagrees, tenant should seek advice. See "Where to Go For Help," p. 5.

3. Landlord threatens to cut off services

Landlord cannot legally cut off or diminish essential services such as gas, electricity, water, heat, light, furnishings, etc. to which tenant may be entitled. Such action may be a criminal offense. See p. 31. However, landlord's failure to provide essential or agreed upon services does not give tenant the right to stop payment of rent, but it may make tenant eligible for Rent Escrow relief. See p. 33. See also Maintaining Essential Services, p. 31 and Housing Code, Section 704, p. 15.

4. Dwelling has defects that need repairing

If the dwelling has a defect for which the landlord is responsible (see Responsibilities of Landlord under the Housing Code), tenant should ask the landlord to repair it. If possible, tenant should get in writing the landlord's agreement to make the repair, for that agreement may prove useful in a possible rent escrow case. If landlord has not repaired the



(Five Common Problems, continued)

defect within a reasonable time, tenant should also report the defect to the City's Department of Housing and Community Development so that the Department can enforce correction of any Housing Code Violation. Tenant may also consider the possibility of Rent Escrow action. See p. 33.

5. Rent increase, change in payment for utilities or other change before lease term ends

A lease, either written or oral, is a contract which gives rise to the relationship of landlord and tenant. The law of contracts provides that the terms of a contract may not be modified by one party without the assent of the other party; and an agreement to modify a contract must be supported by consideration (something of value).

Therefore, during the term of a lease, its provisions may not be unilaterally changed by the landlord (for example, by increasing the rent, or requiring tenant to pay for water or other utilities) unless tenant agrees and receives for his agreement something that he was not already entitled to.

If landlord wishes to increase the rent or change other conditions of the tenancy, he must wait until expiration of the existing lease and negotiate a new lease with the new conditions. The notice of a rent increase has the effect of a notice to terminate the existing lease, and must conform to the laws relating to notice to terminate the tenancy. Thus in Baltimore City, notice of the increase must be given to tenant at least 60 days before the beginning of the month or week when the increase is to take effect. For certain exceptions to the 60 day minimum notice requirement, see Termination of Tenancy by Landlord, p. 39.

## WHAT TENANTS CAN DO

When tenant has a complaint against his landlord, he should first contact the landlord directly, preferably in writing, giving him a reasonable time to remedy the situation and allowing him access to the premises during normal working hours.

If the landlord does nothing to remedy the situation, tenant should:

1. Report his complaint to the Department of Housing and Community Development. The Complaint Office telephone number is 396-4176.

2. If HCD is unable to help and the condition persists, contact Baltimore Neighborhoods, Self-Help Housing, or one of the other agencies listed under "Where to Go For Help", p. 5.

If the uncorrected condition constitutes a serious threat to the life, health, or safety of the occupants, tenant should consider using the rent escrow procedure. See p. 23.

3. Consider joining the Baltimore City Tenants Association. Tenants across the country are organizing to protect their interests, just as landlord have organized. For information, call Baltimore Neighborhoods, Inc. at 243-6007.

## WHERE TO GO FOR HELP

Baltimore Neighborhoods, Inc. 319 East 25th Street 21218

Telephone: 243-6007

Gives advice and assistance on tenant-landlord problems to residents of the metropolitan Baltimore area. Refers to Legal Aid those who need Legal Aid assistance.

Baltimore City Department of Housing and Community Development,  
Complaint Office

222 E. Saratoga Street, Room 455

Telephone: 396-4176

Receives questions and complaints concerning Housing Code violations, including yard and alley maintenance and rodent problems. This is the first step when tenant needs to enlist the city's help in correcting a Housing Code violation.

Legal Aid Bureau, Inc. Central Office: 341 N. Calvert St.

Telephone: 539-5340

Housing Law Center - 809 E. Balto. St.

Telephone: 539-0390

Legal Aid can help only those people whose income is below a certain level. The Housing Law Center assists tenant in efforts to remain in the dwelling, or in having the landlord maintain the dwelling in proper condition; for example, matters relating to rent escrow, retaliatory eviction, and public and federally subsidized housing. The Center does not take Housing Court cases or other criminal cases. No advice is given over the telephone.

Legal Services Clinic of the University of Maryland Law School

116 N. Paca Street. Telephone: 528-5020

Accepts a limited number of tenant-landlord cases.

Eviction Prevention Unit of Baltimore City

District Court Building, Room 101

Fayette and Gay Streets

Telephone: 539-2275

Tenants in eviction proceedings are referred to this Unit by the Court for immediate advice and assistance. The unit coordinates



(Where to go for help, continued)

the assistance available from the Department of Social Services, Urban Services Agency, Department of Housing and Community Development, Legal Aid, and the State Department of Employment Security.

Self-Help Housing      Main Office: 329 E. North Avenue  
                                  West side: 2114 Edmondson Avenue  
                                  East side: 422 N. Bond Street  
                                  Rosemont area: 2107 Garrison Blvd.  
                                  Telephone for all offices: 685-4141

Provides assistance with correcting housing code violations and sanitation problems, and mediates disputes between tenants and landlords.

Housing Service of the Social Security Administration

G-122, West Hi-Rise Building, Social Security Administration, 6401 Security Boulevard - 21235

Telephone: 594-4260

Assists federal employees with tenant landlord disputes, housing discrimination, eviction, and in finding rental housing.

Consumer Protection Division (State of Maryland)

131 E. Redwood Street - 21202

Telephone: 383-3700

Enforces the Maryland Consumer Protection Law (p. 70A)

Of particular interest to tenants and landlords is the Division's enforcement authority over landlord-tenant matters as defined by the Consumer Protection Law (see page 70A) and subtitles 1 and 2 of the Maryland Landlord and Tenant Law. The Division also enforces the Maryland Mobile Home Park Law and the provisions relating to warranties on new dwelling units. Its methods are mediation, arbitration, and litigation.

NOTE: To prevent wasteful duplication of effort, contact one agency at a time. If the agency accepts your case, give it a reasonable amount of time to get results, and check back with it before calling another agency.

APPLICATION FOR A LEASE: RETURN OF CERTAIN FEES TO TENANT  
(Maryland Code, Real Property Article, Section 8-213)

All lease applications must include a statement of the liabilities which tenant incurs upon signing application, and must include the following information:

(a) If landlord requires from prospective tenant any fees other than a security deposit (as defined in section 8-203(a)) and the fees exceed \$25, the landlord must return the fees, with the following exceptions:

- 1) Landlord may retain the amount actually expended for a credit check or for other expenses arising out of the application, and
- 2) If within 15 days of the signing of a lease or within 15 days of occupancy, whichever occurs first, tenant decides to terminate the tenancy, landlord may also retain that portion of the fees which represents loss of rent, if any, resulting from tenant's action.

(b) Landlord must return the fees not later than 15 days after the date of occupancy, or not later than 15 days after written communication by either landlord or tenant to the other that no tenancy shall occur. If landlord does not comply, he is liable for twice the amount of the fees.

(c) This section applies only to landlords who offer 5 or more rental units on one parcel of property or at one location. It does not apply to seasonal or condominium rentals.



## LEASES

### A. Definition

"Lease" means any oral or written agreement, express or implied, creating a landlord tenant relationship. It includes subleases. (Maryland Code, Real Property Article, Section 1-101(h))

### B. Lease for more than one year should be written

A lease for a term of 1 year or less is valid whether it is written or oral, but any lease for more than 1 year must be written if it is to be enforceable as intended. (Maryland Code, Real Property Article, Sections 5-101 and 5-102)

### C. Prohibited Provisions

The following provisions are prohibited in any residential lease:

(1) tenant authorizes any other person to confess judgment on a claim arising from the lease,

(2) tenant agrees to waive any right or remedy provided by law,

(3) for late payment of rent, tenant will pay a penalty which is greater than 5% of the amount of rent due for the period for which payment is late. However, where rent is paid in weekly installments, a penalty of \$3 may be charged for each late payment, up to a maximum of \$12 per month.

(4) tenant waives his right to jury trial,

(5) tenant agrees to accept a shorter period for notice to quit than that provided by law. However, either party may agree to a longer period.

(6) landlord may take possession of the premises or tenant's property without legal process, unless the lease has been terminated by the parties, or by action of law, and the tenant has abandoned his personal property there.

(7) any provision which is against public policy and void under 8-105 (see E below).

(Maryland Code, Real Property Article, Section 8-208)

(Leases, continued)

D. Automatic renewal provisions for periods of more than one month

Where a lease provides for automatic renewal of the lease term unless prior notice is given by the party seeking to terminate the lease, that renewal provision must be distinctly set apart from the other provisions of the lease, and space must be provided for tenant's written acknowledgment of that provision. Without tenant's signature, initials or witnessed mark, the landlord may not enforce the automatic renewal clause.

This provision applies only to automatic renewal periods of more than one month.

(Maryland Code, Real Property Article, Section 8-208)

Any prohibited lease provision (see C. above) is not enforceable by landlord. In addition, if after July 1, 1975 a landlord includes in a lease a provision prohibited by 8-208 or a provision made unenforceable by 8-105 (see E. below) or by 8-203 (see Security Deposits, p.11 ), and offers the lease or attempts to enforce or make known to tenant his intent to enforce any such provision, tenant may recover any actual damage he incurs because of it, including reasonable attorney's fees. (8-208(c)) Local laws may supplement the rights outlined above, but may not diminish any right or remedy granted by this law. (8-208(b)(2))

E. Landlord's liability cannot be waived

Where a lease provision purports to hold harmless a landlord from liability to a tenant or other person for any injury or damage caused by negligence or fault of the landlord relating to any part of the leased premises not within the exclusive control of the tenant, that lease provision is against public policy and is void. (8-105)

NOTE: Such "exculpatory" clauses are still found in many leases and while not enforceable in court, could mislead the tenant into thinking that a negligent landlord is not liable for injury or damage when in fact the landlord is liable.

F. Late payment of rent: penalties

The following is prohibited in any lease: a penalty for late payment of rent which is greater than 5% of the amount of rent due for the period for which payment is late. However, where rent is paid in weekly installments, landlord may charge \$3 for



## (Leases, continued)

each late payment up to a maximum of \$12 per tenant per month. If a landlord includes the prohibited provision in any lease, or attempts to enforce or makes known to tenant his intent to enforce such a provision, tenant may recover actual damage incurred, including attorney's fees. (8-208)

G. Tenant moves out before end of term or fails to take possession; penalty

A penalty or liquidated damages provision in a lease is a provision which states that a specified sum of money will be owed for failure to perform as required by the lease. These provisions are unenforceable in Baltimore City and Anne Arundel County, and any questionable clause will be construed to be a penalty or liquidated damages clause.

If tenant moves from the dwelling before the end of the lease term, or fails or refuses to take possession at the beginning of the term, he is liable for a maximum of two months' rent or the actual loss of rent to the landlord, whichever is less, plus the cost of repairing any damage to the premises caused by an act or omission of tenant.

Leases of property in Baltimore City and Anne Arundel County entered into after July 1, 1975 may not contain a penalty or liquidated damages clause. (8-212)

H. Special provisions for landlords with five or more units at one location

(1) Landlord must give copy of lease. A landlord who offers five or more dwelling units for rent at one location and who uses written leases must, upon written request by an applicant, provide a copy of the proposed lease, complete in all important details except rental rate. (8-203.1)

(2) Required lease provisions. A landlord who offers five or more dwelling units for rent at one location and who uses written leases, must include in each lease:

(a) a statement that the premises will be available in a reasonably safe, habitable condition; or if that is not the agreement, then a statement of the agreement concerning the condition of the premises. (Tenants in Baltimore City are also protected by the Implied Warranty of Habitability imposed by the Public Local Laws, Section 9-14.1.)

(Leases, continued)

(b) a statement specifying landlord's and tenant's obligations as to heat, gas, electricity, water, and repair of the premises. (8-203.1)

(3) Prohibited Provisions A landlord who offers five or more dwelling units for rent at one location and who uses written leases, may not include any of the following provisions in a lease, and if any such provision is included, it is against public policy and void:

(a) a provision authorizing the landlord to take possession of the premises or tenant's personal property in any manner not "pursuant to law", or

(b) a provision permitting the landlord to evict tenant solely in retaliation against tenant for planning, organizing, or joining a tenant organization with the purpose of negotiating collectively with the landlord.

This law is not intended to change landlord's or tenant's rights arising from a breach of the lease, or to change either party's right to terminate or not renew a lease. (8-203.1)

NOTE:

The above prohibited clauses are confusing in their implication that a landlord with fewer than 5 units may do what these provisions forbid. No landlord may take possession of the premises or of tenant's personal possessions in a manner not "pursuant to law"; and the retaliatory eviction described above is prohibited to all by Section 8-208.1 of the Maryland Real Property Article. See also Baltimore City Law, p. 38.

## SECURITY DEPOSITS

(Maryland Code, Real Property Article, Sec. 8-203)

This law protects all tenants in residences whether the lease is written or oral.

### A. Definition

A "security deposit" is any payment of money, including the final month's rent paid in advance, which is given to the landlord by the tenant in order to protect the landlord against nonpayment of rent or damage to the leased premises.

### B. Maximum Amount

The maximum amount which the landlord may require as a security deposit per dwelling unit is \$50 or two months' rent, whichever is greater. If the landlord charges more than this, the tenant may recover up to three times the excess amount plus reasonable attorney's fees. The tenant's action to recover this amount may be brought at any time during the tenancy or within two years after its termination.

### C. Receipts to Tenants

The landlord must give the tenant a written receipt for the security deposit and is liable to the tenant for \$25 if he fails to do so. The receipt may be included in the written lease.

### D. List of Pre-existing Damage

Whenever a landlord requires a security deposit, either the lease or the receipt must contain language informing the tenant of his right to receive from the landlord a written list of all existing damage to the leased premises if the tenant so requests in writing within the first 15 days of his occupancy.

Landlord must promptly provide the list of damage if requested. If he does not, he is liable for three times the amount of the security deposit.

### E. Interest-bearing bank account for security deposits

Landlord must keep all security deposits in a separate interest-bearing account in the State of Maryland, and he must deposit the amount of each security deposit in that account within 30 days after he receives it. The security account cannot be attached by the landlord's creditors; and if landlord transfers or sells his interest in the property, his successor is ultimately responsible for the return of the security deposit to the tenant.



(Security Deposits, continued)

F. Return of Deposit and Interest

Within 45 days after the end of the tenancy, landlord must return to tenant the security deposit minus any amount which he may rightfully withhold because of damage to the property, unpaid rent, etc. Simple interest of 3-4% per year (see footnote) must be paid on security deposits of \$50 or more and must accrue at 6 month intervals from the day the security deposit was given. If landlord, without good reason, fails to return any part of the security deposit within 45 days of the end of the tenancy, he is liable to tenant for up to three times the amount of the security deposit plus reasonable attorney's fees.

G. Use of the deposit; Inspection by Landlord

The security deposit may be used by landlord to offset unpaid rent, damage due to breach of the lease or damage to the property in excess of ordinary wear and tear.

If tenant notifies landlord by certified mail that he intends to move out, the date of moving, and his new address, tenant will have the right to be present when landlord inspects the premises to determine if any damage was done. The notice to landlord must be mailed at least 15 days prior to date of moving. Landlord must then notify tenant by certified mail of the time and date of inspection, which must be within 5 days before or 5 days after tenant's move.

At the time tenant pays the security deposit, landlord must notify him in writing of his rights under this section G. If landlord fails to do this, he forfeits the right to withhold any part of the security deposit for damages.

If landlord wishes to use the deposit to compensate for breach of the lease agreement, he can claim only the actual amount of money lost due to tenant's breach.

If landlord re-rents the property before the end of the tenant's term, landlord's actual damages for loss of rent are reduced by the amount he receives under the new agreement.

H. Tenant notified of reasons for Withholding

If landlord withholds any part of the security deposit, he must send to tenant by first class mail to his last known address, a written list of the damages he claims, with a statement of cost actually incurred. If landlord fails to do this within 30 days after termination, he loses the right to use the deposit to offset damages.

(Security Deposits, continued)

I. Where tenant has been evicted or ejected for breach of the lease, or has abandoned the premises prior to termination of the lease, the procedure for return of the security deposit is as follows:

- 1) Within 45 days after leaving the premises, tenant sends to landlord by first class mail a request for return of the security deposit, and informs landlord of tenant's new address.
- 2) Within 30 days of receipt of the notice, landlord sends to tenant, by first class mail, a list of damages deducted from the security deposit and a statement of costs actually incurred. Within 45 days of receipt of tenant's notice, landlord sends to tenant the security deposit with simple interest at 3-4% per year (see footnote) minus damages properly withheld.

If landlord fails to send the list of damages, he forfeits the right to withhold any part of the security deposit for damages. If he fails to return the security deposit as required, tenant may sue for up to three times the withheld amount, plus reasonable attorney's fees.

J. No Waiver of Rights

None of the above provisions may be waived, either orally or in writing.

FOOTNOTE: INTEREST ON SECURITY DEPOSITS

After July 1, 1980 security deposits held by landlords will begin to earn interests at the rate of 4%. (security deposits held before July 1, 1980 earned 3%).

## BALTIMORE CITY HOUSING CODE

(Baltimore City Code, Article 13, Housing Code)

The Housing Code sets minimum standards for all dwellings in Baltimore, whether owner-occupied or tenant-occupied. Its provisions are to be liberally construed so that its stated purpose of protecting the health and safety of all residents will be achieved. (Sec. 103)

The Housing Code specifies responsibilities of tenants and landlords, provides procedures for issuing violation notices, and provides for licensing of certain types of dwelling units.

Enforcement is the responsibility of the Baltimore Department of Housing and Community Development (HCD), and the help of the Health and Fire Departments.

Following is a summary of the major provisions of the Housing Code: (Numbers in parentheses are Housing Code section numbers.)

Violations should be reported to the HCD Complaint Office, telephone 396-4176.

A. Minimum Standards for all Dwelling Units

Every dwelling unit, whether owner-occupied or tenant-occupied must:

(1) have water from an approved source, and a sink with hot and cold running water. (501,502)

(2) contain toilet and bathing facilities in good working condition and in a room which affords privacy. (503,504)  
Plumbing must be kept in repair, and water-heating facilities must meet specified standards. (503,507)

(3) contain a room or space for cooking, including a sink, storage space and space for stove and refrigerator. Certain dangerous fuels and appliances are prohibited. Occupants must clean stove hood and ducts at least once each year. (508)

(4) contain enough metal receptacles (supplied by occupant) as needed for garbage and rubbish. In buildings of 3 or more units, the owner must supply metal receptacles for storage of garbage, rubbish and ashes between collection days. (509)

(5) have an unobstructed exit to open space at ground level (510), and must comply with requirements for fire-proofing, fire extinguishing equipment, fire alarm systems, and other means of fire protection. (511-513)



(Baltimore City Housing Code, continued)

(6) have specified amount of closet space, depending on number of bedrooms (this provision does not apply to owner-occupied single-family dwellings). (515)

(7) conform to specific provisions concerning natural light, ventilation, lighting of halls and stairways, number and placement of electrical outlets, heating facilities, and water-heating facilities. (601-614)

(8) be kept clean, and free from rodent infestation (includes yards). (701)

(9) be kept in good repair and fit for human habitation while it is occupied or when the lack of maintenance affects neighboring property. (702) Minimum standards of interior and exterior good repair and safe condition are set forth in Sections 703 and 708.

(10) be inhabited by not more than the permitted number of occupants, based upon the floor area of the unit. Each sleeping room must have a minimum floor area of 70 sq. ft.

Each landlord must notify tenant in writing of the maximum number of occupants permitted in the dwelling unit. (801, 802, 804-806) Basements may be occupied only if they meet certain requirements. (803)

(11) have uninterrupted utilities, facilities, services and equipment as required by this Code for occupied dwellings. Temporary interruptions are permitted only if necessary for repairs or alterations, or during an emergency if the discontinuance is approved by the Commissioner. (704)

B. Responsibilities of Tenant or Occupant

The tenant or occupant:

(1) may not sublet any unit which does not comply with the standards set by the Housing Code. (901)

(2) must keep clean his own unit, particularly the floors and the walls, and must keep the plumbing unobstructed. (902)

(3) is responsible, in a single-unit dwelling, for the extermination of insects, rats, and other pests on the premises. In a dwelling with 2 or more units, tenant is responsible for extermination if his unit is the only one infected. (903)

## (Baltimore City Housing Code, continued)

(4) must not have flammable gas or liquids in violation of city laws. (908)

(5) must not destroy, damage, or remove any equipment or any part of the structure, and must not permit his guest or invitee to do so. In case of a violation of this provision, landlord may proceed without notifying tenant as required for other violations. (906)

Must not obstruct any means of egress. (907)

(6) when in control of heating facilities, must maintain above-freezing temperatures to prevent damage to water pipes and plumbing. (911)

(7) must allow landlord or his agent to enter at all reasonable times for the purpose of inspecting or making repairs or alterations in order to comply with the Housing Code. (909)

(8) must notify landlord of his moving date at least 72 hours (3 days) before moving out. Tenant must leave the dwelling clean, remove all trash and garbage, lock all doors and windows, and within 24 hours after leaving return the keys to the landlord or his agent, either in person or by registered mail. Tenant is entitled to a receipt for the keys. (905)

(A parallel provision in the Public Local Laws of Baltimore City, Section 9-21, requires in addition that the departing tenant give to the landlord his next address if, upon inspection, landlord finds that tenant violated any of the conditions of the tenancy or any of the provisions of 9-21.)

(9) must provide for himself metal, water-tight receptacles for all his garbage, rubbish and ashes. Articles too bulky for regular disposal must be taken by tenant or occupant to an appropriate disposal area. (904) Garbage and rubbish should not be put into gutters or alleys. (910)

### C. Responsibilities of Landlord or Owner

The landlord or owner:

(1) may not lease or permit a sublease of any dwelling which does not comply with the standards of the Housing Code, unless permission has been granted by the Commissioner of HCD. (1001)

(2) is responsible for the cleanliness of all shared and public areas. (1002)



(Baltimore City Housing Code, continued)

(3) must, where in control of heating facilities, between October 1 and May 1, maintain an average temperature of 70°F in all habitable rooms, bathrooms and toilets, with no temperature going below 65°F. However, from 12 midnight to 5:00 A.M. during the October 1-May 1 period, the average temperature in habitable rooms, bathrooms & toilets should be 65°F, with no temperature going below 60°F. (1004)

(4) must provide adequate protection, including rat proofing, against rats, and must exterminate rats, insects, and other pests when an infestation occurs in more than one unit or in common areas. (1005)

(5) must notify tenant of the passage to all required exits. Where the exit is through a glass panel door, landlord or his agent must demonstrate the exit to tenant. (1009)

(6) in a multiple-family dwelling(1) in which the owner does not reside, he must keep posted in a prominent place, the name, address and telephone number of the owner, agent, or other responsible person. This information must be kept up-to-date. A post office box number is not an adequate address. In single family and two-family dwellings in which the owner does not reside, the required information may either be posted or given in writing to the tenants. (1007)

(7) in a multiple family dwelling in which the owner does not reside, he must keep posted in a prominent place the name, address, and telephone number of the person to call in case of failure or impairment of a utility service. This information must be kept up-to-date. (1007A)

(8) must fulfill his responsibilities under this Code even if tenant commits or permits vandalism or fails to protect the water pipes in freezing temperatures. (1010)

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(1) "Multiple-family dwelling" is defined in the Housing Code as "any house, building or combination of buildings, including groups of detached buildings comprising a single ownership and management, or any portion of any building, which is used or designed to be used for (a) more than two dwelling units, or (b) two dwelling units and any other occupancy such as commercial or office occupancy, and shall include all apartment houses, garden apartments and apartment hotels." (105)

(Baltimore City Housing Code, continued)

(9) must provide, in buildings of 3 or more units, an adequate number of metal receptacles for storage of garbage, rubbish and ashes between collection days. (1003)

D. Inspections; Violation Notices; Penalties

The Commissioner of HCD has the authority to make inspections to determine compliance with the provisions of the Code. (Chapter 2) Except in emergencies, he must give written notice of at least one week but not more than 30 days before making an inspection. If entry is refused, he may ask the court for a search warrant. (Baltimore City Code, Article 32, Sec. 163A)

Neither a notice nor a search warrant is required in the following cases:

(1) entry is at the request of or with permission of the occupant, or

(2) imminent danger to health or safety exists, or

(3) after an accident, where immediate inspection is needed to determine danger to health and safety.

An inspector who enters a dwelling to enforce the provisions of the Housing Code, the Building Code, or an Urban Renewal Plan may obtain evidence or testify only to violations of the Housing Code, Fire and Building Codes, or Urban Renewal Plan, or a violation of "any statute, or ordinance or regulation for the protection of the health or safety of the residents of Baltimore City." He may also take evidence and testify with respect to a misdemeanor or a felony involving an act of violence which was committed in his presence. (Art. 32, Sec. 163A(g))

An inspector who enters a dwelling to make a spot check may issue a violation notice only in case of imminent danger to health or safety. (Art. 32, Sec. 163A(g))

If an inspector finds a violation, a written notice is sent to "the owner or his agent and/or occupant, as the case may require." The notice is considered properly served if it is delivered to the person himself or if a copy is delivered to his regular business office, or if a copy is sent to him by registered or certified mail. If these methods are not successful, the notice must be posted conspicuously on the premises. (305)



(Baltimore City Housing Code, continued)

The notice describes the violation, and states the period of time to be allowed for correction (usually 30 days, with extensions for cause). Anyone who receives a violation notice may request an administrative review within 15 days of receipt of the notice. (305)

After a violation notice has been complied with, the person to whom it was issued will receive an Abatement Notice from the Commissioner. (308) If a notice is not complied with, the Commissioner has the authority to order the work done and the cost charged to the owner. (303)

Anyone convicted of violating any of the provisions of the Housing Code may be fined up to \$300 for each offense. Each day the violation continues constitutes a separate offense. (Baltimore City Code, Article 32, Section 192)

(State law (Courts and Judicial Proceedings, Section 4-401) authorizes HCD to ask the court to issue an injunction against the defendant requiring him to comply with the provisions of the housing or fire code, health ordinances, or building regulations.)

#### E. Emergencies

In case of an emergency which threatens public health or safety and calls for immediate action, the Commissioner may order any action necessary to meet the emergency, including vacating the building. (302)

#### F. Vacant and Unsafe Buildings

When a building, dwelling unit, or rooming unit is found to be unfit for human habitation because of lack of essential facilities or because of any condition dangerous to the health or safety of the occupants or the public, the inspector may post an order on the premises requiring it to be vacated.

At the time a building or a unit is posted with an order to vacate, a written notice is sent to the owner or his agent with an order to repair, or if necessary to board up, demolish and remove. (1302)

The building or the unit cannot be reoccupied until the hazard has been eliminated and written approval for reoccupancy issued. (1301)

If the owner cannot or will not comply with the order, the Commissioner may order the necessary work done and the cost charged to the owner. (1303)



(Baltimore City Housing Code, continued)

All windows and doors on a vacant building or unit must be closed and securely locked. Within 72 hours (3 days) the doors must be removed from all refrigerators, ice boxes, or other large air-tight containers which are abandoned or not in use and which are accessible to children, unless the door or lock can be opened from the inside. (705)

If appliances and equipment have been removed, all windows and doors within 12 feet from the ground or 12 feet from an exterior stairway must be boarded up with wood, metal, etc. A building may be boarded up for a maximum of 90 days unless an extension is granted by the Commissioner. At the end of the maximum period allowed, the owner must immediately begin rehabilitation or demolition, or the Commissioner may proceed to do so. (1304)

G. Licensing of Multiple-Family Dwellings, Rooming Houses, Hotels and Motels

Anyone who wishes to operate a multiple family dwelling or a rooming house must first be licensed by the Department of Housing and Community Development. "Rooming house" is defined in the Code as "any house, building or combination of buildings, or any portion thereof, which is used or designed to be used, with or without meals, as an abiding place of five or more individuals who are not related to the owner or lessee of the same, and shall include but is not limited to hotels, motels, or lodging houses." (105) For definition of "multiple-family dwellings", see footnote on page 17.

The license will be denied, revoked or not renewed if inspection reveals a failure to comply with a violation notice or if the operator of a rooming house has permitted certain improper uses.

For provisions concerning the licensing procedure, license fees, and special penalties for violation of the licensing provisions, see Chapter 11.

H. Operation of Rooming Houses, Hotels and Motels

Chapter 12 of the Housing Code contains special provisions for the operation of hotels, motels and rooming houses for 5 or more individuals not related to the owner or owner's lessee:

(1) Every licensed operator must keep a guest register with each occupant's name, room number and dates of occupancy. (1201, 1202)

(Baltimore City Housing Code, continued)

(2) Each room must be clearly numbered, and may not be assigned to people of the opposite sex, except in the case of families. (1203-1204)

(3) Clean bed linens and towels must be supplied at least weekly and before each new occupancy. Cleanliness of the premises is the responsibility of the operator. (1205-1206)

(4) Heat, light, ventilation, hot water, sinks, basement occupancy, plumbing and space and occupancy requirements are the same as provided by the Code for all dwellings. (1207, 1208, 1209, 1210, 1212, 1214, 1215, 1219)

(5) Each unit which contains cooking and eating facilities must also include private bathing and toilet facilities. For each 10 persons, or fraction of 10, who occupy rooming units (no cooking or eating facilities within the unit), there must be at least one bathtub or shower and one toilet facility. (1211, 1213)

(6) Cooking is prohibited in units which are not intended to be used for cooking and eating. The occupant of such a unit may not cook in the shared or public areas of the rooming house. Only the holder of a retail food permit may prepare food in a rooming house. (1216)

(7) a sufficient number of covered, metal receptacles must be provided for garbage, rubbish, and ashes. (1217)

(8) Each rooming unit must have separate access to a hallway, landing, stairway, or street, and must have a safe route to safe open space at ground level. (1218)



## HOUSING CODE VIOLATIONS: HCD PROCEDURE

The Department of Housing and Community Development (HCD) is the city agency with primary responsibility for detecting and investigating Housing Code violations and seeing that they are corrected.

A. Inspections and Complaints - HCD has a staff of about 200 Housing Inspectors and Superintendents who are responsible for (a) conducting systematic inspections of houses in project conservation areas, (b) making annual inspections of 8,628 multiple family structures which contain 90,559 dwelling units and 10,690 rooming units, (c) making regular zone patrols in checking for exterior violations and vacant buildings throughout the City, and (d) answering complaints. In 1978 HCD responded to 45,000 complaints, mostly from tenants, neighbors, and agencies.

B. Notices - If the housing inspector assigned to the case finds any violations, he prepares a Notice stating the nature of all violations found, the repairs required and the date by which they must be completed. Generally a 30-day period is given to make repairs. This may be extended if the person responsible shows: (a) a reasonable need for the extension and (b) that he is making a good faith effort to correct the violation.

Notices are served by certified mail, in person, or, as a last resort, by posting on the dwelling.

C. Follow-up - Reinspections are made to see if the work is progressing on schedule. If necessary, the landlord (or tenant) is called in for a conference with the inspector and supervisor to make sure of his cooperation. If the work has not been completed by the due date, a letter is sent warning of court action.

D. Compliance - When the Housing Inspector decides that the case should be referred to the court, he forwards the case to the Compliance Section of HCD. The Inspector who issued the violation notice stays with the case throughout the Housing Court procedure.

E. Housing Court - When the case comes to court, the prosecution is handled by the Assistant State's Attorney for Housing. The inspector who issued the violation notice is the primary witness. If the defendant is found guilty, a fine of up to \$300 may be imposed. Each day the violation continues constitutes a separate offense.



(Housing Code Violation: HCD Procedure)

The Department may also ask the court for an injunction against defendant, requiring him to comply with the provisions of the housing or fire code, health ordinances, or building regulations. For additional information on Housing Court, see p. 59.

## ADDITIONAL OBLIGATIONS OF TENANTS

### ORDINARY WEAR AND TEAR

The law imposes on a tenant the obligation to return the premises at the end of the tenancy in substantially the same condition as when he moved in. Tenant is responsible for any damage caused by his negligence. However, tenant is not liable for damage caused by the elements or resulting from "ordinary wear and tear." The following interpretations of this phrase indicate how it is used:

"Ordinary wear and tear" in lease requiring tenant to surrender furnishings in leased premises in condition received, "ordinary wear and tear" excepted, means wear which property undergoes when tenant does nothing more than come and go and perform acts usually incident to an ordinary way of life." *Tirrell v. Osborn*, D.C. Mun. App. 55 A.2d 725, 727.

"Ordinary wear and tear", as used in a stipulation that a lessee shall not be liable for ordinary wear and tear, includes any usual deterioration from the use of the premises during the term." *Waddell v. De. Jet* 23 So. 437, 438, 76 Miss. 104.

"In general, the ordinary, reasonable use and wear of property by a tenant has relation to the depreciation in condition of building or property which it undergoes during the tenant's occupation, when the tenant in the case of a residence, at least, does nothing in connection with the use more than to come and go and perform the acts usually incident to creating and maintaining conditions for living in the ordinary way." *Taylor v. Campbell*, 108 N.Y.S. 399, 400, 123 App. Div. 698.

## TENANT PLANS TO MOVE:

### NOTICE TO LANDLORD AND OTHER REQUIREMENTS

(Public Local Laws, 9-16; 9-21; Balto. City Housing Code Sec. 905)

A. A tenant occupying a dwelling for a term of 1 year or less and wishing to terminate the tenancy, must give the landlord 30 days notice before the end of the rental period. Tenant and landlord may agree to a longer period of notice, but state law requires that any written agreement between them must require as long a notice period to be given by tenant to landlord as that to be given by landlord to tenant. (Maryland Code, Real Property Article 8-501)

B. In addition, tenant must give the landlord 72 hours (3 days) notice before actually moving out. The landlord or his agent then has the right to inspect the premises for any violation of conditions of the tenancy. If tenant has committed any violations, he must give his next address to landlord.

Upon vacating the premises, tenant must lock all doors, windows, and other openings and leave the premises clean. Within 24 hours after vacating, tenant must give the key to landlord or his agent, either in person or by registered mail, and receive a receipt for it.

If tenant fails to comply, he is liable to a fine of \$25 to \$100.

NOTE: See "Security Deposits" (page 11) which covers the tenant's right to be present when the landlord inspects the premises to determine if any damage was done.



## ADDITIONAL OBLIGATIONS OF LANDLORDS

### TENANT'S RIGHT TO POSSESSION AT BEGINNING OF THE TERM (Maryland Code, Real Property Article, Section 8-204)

The landlord is required to assure that the tenant may have possession of the premises at the beginning of the lease term.

If the landlord fails to provide tenant with possession at the beginning of the term, tenant will not owe any rent until he is able to take possession. If tenant chooses, he may cancel the lease if he so notifies the landlord in writing before he is able to take possession of the premises. The landlord must then return to tenant any money or property given as security, deposit or prepaid rent.

In either event, whether tenant terminates the lease or not, he may collect from the landlord any consequential damages he actually suffered after he notified the landlord that he was unable to take possession. It should be noted that the tenant must attempt to minimize his losses. (See Sec. 8-207, p.47 )

PREMISES MUST BE "FIT FOR HUMAN HABITATION"

(Public Local Laws, Section 9-14.1)

This law provides remedies for a tenant who moves into a rented dwelling and finds serious housing code violations or other conditions dangerous to his health and safety. It implies a promise, or warranty, by the landlord that the premises are "fit for human habitation."

A. In addition to other remedies available to the tenant, such as rent escrow, this law provides the following:

1. Tenant may bring an action against the landlord for breach of contract, which may include a request for actual damages suffered by tenant, such as extra moving expenses. At tenant's option, this action may also include a request that the lease be rescinded (cancelled, annulled).

However, before tenant files suit, the landlord must have received notice of the dangerous condition, either in the form of a violation notice from the Department of Housing and Community Development or other government agency, or in the form of a letter sent by certified mail by tenant or his agent.

2. Tenant may rescind the lease and receive back all deposits and money paid toward rent during the period of the breach of warranty.

B. The time limitation set by this law is short: tenant must act within the first 30 days of his occupying the premises.

C. A dwelling is not "fit for human habitation" if it has any condition which endangers the "life, health, and safety of the tenant," such as:

1. lack of running water
2. lack of heat or electricity
3. lack of adequate sanitation, or
4. infestation of rats, mice, or vermin.

(Premises must be "Fit for Human Habitation,"continued)

If the condition complained of was caused by the tenant, by a member of his family, or by his agent or invitee, the court will require the tenant to pay for the repairs.

If tenant or member of his family, or his agent or invitee, in bad faith refused entry to the landlord or his agent for the purpose of repairing the condition, the court will order the tenant to pay landlord's court costs and reasonable attorney's fees.

D. The provisions of this law cannot be waived by any lease or agreement, written or oral.



"FITNESS FOR HUMAN HABITATION" MUST CONTINUE DURING THE LEASE  
TERM

(Public Local Laws, Section 9-14.2)

This law provides that the warranty of "fitness for human habitation" (see preceding section) continues for the term of the tenancy. If the dwelling becomes unfit for habitation, tenant may sue landlord for breach of the warranty, or he may use the breach as a defense to an eviction or distress action brought by landlord.

"Fit for human habitation" as defined in this law means that the premises do not have any condition which endangers the life, health, and safety of the tenant, involving one or more of the following:

1. vermin or rodent infestation in 2 or more units;
2. lack of sanitation;
3. lack of heat;
4. lack of running water or electricity, except where the tenant pays for the utilities and the lack results from his failure to pay.

The landlord will not be held responsible for any defect caused by tenant, a member of his family, or a visitor, which contributes to the uninhabitability of the dwelling. In that case, the tenant must bear the cost of repair, and the cost may be collected by the landlord as rent.

Before tenant sues the landlord for breach of warranty, landlord must have had notice of the defective condition and a reasonable time after notice to repair it. "Notice" is either a violation notice from an appropriate government agency, or a letter sent by tenant or his agent to landlord by certified mail. "Reasonable time" means the period of time required to restore the dwelling if the landlord works with diligence and without delay. There is a rebuttable presumption that a period beyond 30 days is unreasonable. Upon completing the repairs, landlord should notify in writing the tenant or the Department of Housing and Community Development.

If tenant brings suit or defends himself and is successful, the amount of money he recovers will be computed as of the date of landlord's actual knowledge of the defect, and will be the difference between the amount of rent he paid or owed during the period of the breach, and the reasonable rental value of the dwelling in its defective condition.

LANDLORD REQUIRED TO KEEP RECORDS AND GIVE RECEIPTS FOR CASH  
PAYMENTS

(Maryland Code, Real Property Article, Section 8-208.2)

Every landlord is required to keep records showing the dates and amounts of all rent paid to him by each tenant, and also showing that a receipt was given to tenant for each cash payment of rent.

NAME, ADDRESS, AND TELEPHONE NUMBER OF OWNER OR MANAGER POSTED  
ON PREMISES

(Maryland Code, Real Property Article, Sec. 8-210)

The owner of residential rental property is required to post in a conspicuous place on the property, a sign giving the name, address and telephone number of the owner or manager. In place of posting a sign, the landlord may include that information in the written lease or on the rent receipts. (See also under Baltimore City Housing Code, Responsibilities of Landlord or Owner, page 17.)

#### MAINTAINING ESSENTIAL SERVICES

(Public Local Laws, 9-15)

Any person who, without tenant's consent, diminishes an essential service, such as gas, electricity, water, heat, light, furniture etc., to which tenant may be expressly or impliedly entitled, will be subject upon conviction to a fine of up to \$50 or imprisonment for up to 10 days, or both.

NOTE: If tenant has reason to believe that this law has been violated, he may notify the Department of Housing & Community Development, and may also go before the Housing Court Commissioner in the District Court Building, Fayette and Gay Streets, Room 100, and swear out a statement of charges. Tel. 383-4767. (See also Housing Code of Baltimore City, Sec. 704)

#### TENANT'S RIGHT TO COME AND GO

(Public Local Laws, 9-15)

Any person who, in an attempt to deprive tenant of the protection of the laws relating to termination of tenancies, wilfully prevents tenant from entering or leaving his dwelling, will be subject upon conviction to a fine of up to \$50 or imprisonment for up to 10 days, or both.

NOTE: If tenant has reason to believe that this law has been violated, he may notify the Department of Housing & Community development, and may also go before the Housing Court Commissioner in the District Court Building, Fayette and Gay Streets, Room 100, and swear out a statement of charges. Tel. 383-4767.



LEAD-BASED PAINT: LANDLORD'S RESPONSIBILITY; RETALIATION  
PROHIBITED

(Maryland Code, Real Property Article, Section 8-211.1)

If within 20 days after receiving notice that lead-based paint is present, landlord fails to remove all lead-based paint from interior, exterior or other surfaces which are readily accessible to a child, tenant may withhold his rent from landlord, and deposit it in an escrow account with the Clerk of the District Court for the district where the dwelling is located. This procedure does not preclude other rights and remedies available to tenant.

The money deposited in the escrow account will be released:

1. to landlord when he received certification from the local health authority that the premises have been inspected and all lead-based paint violations corrected; or
2. to tenant, or any other person who corrected the violations, upon presentation of a bill for the cost of correction and a certification from the local health authority that the premises have been inspected and all lead-based violations corrected.

A tenant who exercises his rights under this law may not be evicted, his rent may not be raised, and his tenancy may not be terminated. If landlord attempts any of these actions within 2 months after certification that the violations have been corrected, it will be presumed that the landlord seeks retaliation, and his attempt to evict, raise the rent, etc. will be void.

SUMMARY OF BALTIMORE CITY LAW GIVING TO TENANT THE RIGHT OF FIRST REFUSAL BEFORE LANDLORD CAN TRANSFER THE PROPERTY TO A THIRD PARTY

(Baltimore City Code, Article 13, Sections 46-55)

1. Application

This law provides that before any voluntary transfer of title, such as a sale, of a single family residential rental property takes place, the tenant of that property has the right of first refusal to purchase the property. The following transfers are exempted:

- a) transfers to a husband, wife, child, parent, brother, sister or in-law of the landlord;
- b) transfer by will or under the inheritance laws;
- c) a gift to a religious, charitable or benevolent tax-exempt recipient;
- d) transfer of title in a mortgage or deed of trust;
- e) transfer to a government agency;
- f) transfer related to creating a ground rent interest;
- g) transfer of title in place of foreclosure of a mortgage or deed of trust;
- h) sale at public auction where the landlord had properly offered the property to the tenant and tenant did not accept the offer;
- i) landlord has died, and the property is sold in the course of the administration of his estate.

2. Definitions

"Tenant" means a tenant, subtenant or any person entitled to occupy a rental unit owned by another person. The tenant must have lived in the unit for at least 6 months. (But see also "10. Change of tenants"). Where the rental unit had been occupied by a tenant at any time during the preceding 6 months, the last tenant to occupy it shall be considered the "tenant" under this law. However, any tenant who was evicted for non-payment of rent is not entitled to a right of first refusal for that property.

"Landlord" means a landlord, owner, agent, or anyone receiving or entitled to receive rent or other benefit for a residential rental unit in Baltimore City.

## (Right of First Refusal, continued)

3. Procedure

A) Before the landlord transfers title to a single family residential unit, he must mail to tenant a written offer of sale stating the sale price and the terms and conditions of the sale. The offer must be mailed first class, postage prepaid, and the sender must obtain a receipt from the post office. If tenant decides to accept the offer, he must respond within 30 days of the date of mailing the offer. Tenant must send his reply by first class mail, postage prepaid, and obtain a receipt from the post office. If tenant plans to use a federal, state, or city program to assist in financing or insuring the purchase, he must indicate the program in his notice to the landlord.

If landlord signs a sales contract with a third person before mailing an offer to tenant, or during the 30 days, landlord must mail a notice of the contract to tenant, in the same manner as provided above. Tenant has 30 days from the date of that mailing to indicate his willingness to buy the property for at least as much as the third party has offered. This second notice takes the place of the first notice.

B) After tenant has notified landlord of his intent to purchase, landlord must offer to tenant within 10 days a contract of sale signed by landlord (with same terms as in offer of sale or in third party contract). Tenant has 10 days after receipt of the contract, signed by landlord, to sign the contract and return it to landlord with the required deposit.

C) After the 30 day period has expired, if landlord enters into a contract with a third person for an amount less than that offered to tenant, or with terms more favorable to the buyer than in the contract offered to tenant, then tenant again has the right of first refusal in place of the third person. This time, tenant has 15 days from the date of the mailing of the notice. However, if more than 6 months have passed since tenant received an offer under (a) above, or if the net proceeds of the contract with the third person are less than 80% of the offer to tenant in (a) above, then tenant has 30 days from the date of mailing to respond.



(Right of First Refusal, continued)

4. Sales Contract Between Landlord and Third Person

A) The validity of sales contract between landlord and a third person depends on compliance with this law, and the contract must so state.

B) Where the contract with the third person does not state the sales price in dollars, landlord's notice to tenant must state a cash equivalent in dollars.

5. Statement of Rights

Every offer of sale to tenant must include a statement of tenant's rights under this law.

6. Date of Settlement

Settlement date may be at least 60 days after tenant signed the contract; and where tenant proposes to use a federal, state, or local program to help finance the purchase, settlement may be at least 90 days after tenant signed the contract.

7. Deposit or "Earnest Money" Required for a Sales Contract.

Where tenant proposes to use a government program, landlord may not require a deposit which is greater than the program requires. Where no government program is involved, the deposit may not be more than 7% of the sale price.

8. Financing

A) Landlord may not refuse to contract with tenant on the grounds that tenant proposes to use a government program to assist in financing.

B) The sales contract must give tenant at least 60 days to obtain financing, and must release him from the contract if he cannot get adequate financing within that time.

C) A provision in the sales contract requiring tenant to apply for financing within less than 7 banking days from the date tenant signs the contract is unreasonable and violates this law.

(Right of First Refusal, continued)

9. Landlord's Compliance

If landlord transfers a particular property to a person who qualifies as a tenant under this law, landlord will be considered to be in compliance even if another person could qualify as a tenant.

If landlord makes a sales contract with a person defined as a tenant under this law, landlord will be considered to be in compliance even if that person is not the only tenant or is not the person with whom landlord had a lease.

10. Change of Tenants

If there is a change of tenants after landlord has sent notice of the offer of sale, the new tenant must be notified when he takes possession.

11. Waiver of Tenant's Rights

Tenant may not waive his right to receive an offer of sale or any notice required by this law. Tenant may waive his right to the time period for entering into a sales contract with landlord, and tenant may give to landlord the right to contract with or transfer title to a third person without waiting the required time periods. Any such waiver by tenant must:

- a. be in writing and signed by tenant;
- b. state at top of the waiver that tenant is under no obligation to sign the waiver and cannot be evicted for refusing to sign the waiver.

Tenant may not be evicted for refusing to sign a waiver of his rights.

12. Copy to HCD

When landlord sends an offer of sale to tenant, he must at the same time send a copy of the offer to the Commissioner of the Baltimore City Department of Housing and Community Development.

(Right of First Refusal, continued)

13. Transfer to Person Other Than Tenant

Where a single family residential rental dwelling is transferred to a person not the tenant, the landlord must file with the Land Records Office of Baltimore City a detailed affidavit (sworn statement) as outlined in the law. Proper filing of this affidavit will protect the third person transferee, his heirs, assigns, etc., from any claims of a tenant arising under this law.

14. Penalties

If landlord violates any provision of this law, he is guilty of a misdemeanor and may be fined up to \$500 for each offense.

Tenant may ask the court to restrain a violation of this law.



## RENT ESCROW LAW, INCLUDING PROHIBITION AGAINST CERTAIN RETALIATORY ACTIONS BY LANDLORD

(Public Local Laws, 9-9)

When a landlord delays unreasonably or refuses to repair a condition which threatens the life, health or safety of the tenant, the Rent Escrow law provides several remedies, including withholding of rent or payment of rent into court, so that the accumulated funds may be used to pay for repairs.

Originally, the escrow procedure could only be used defensively by tenant when the landlord sought to evict him for non-payment of rent. Under current law, tenant himself may initiate the proceeding. This relieves tenant of the psychological handicap of defending an eviction proceeding, and also may result in speedier correction of the offending condition.

The Rent Escrow law is intended to protect the life, health and safety of tenants, and is not to be used to have the premises redecorated or for the correction of minor code violations. It is not to be used by either tenant or landlord as a means of harassment.

In order for tenant to benefit as intended by this law, certain conditions must be met and a detailed procedure followed:

1. The condition complained of must exist on the leased premises or on the common areas. The condition must constitute, or if not promptly corrected will constitute, a fire hazard or a serious threat to the life, health or safety of the tenants. Examples of such conditions are:

a. lack of heat, light, electricity, or adequate sewage disposal facilities.

b. lack of hot or cold running water (except where tenant pays for water and the lack of water is a result of his failure to pay the water charge).

c. presence of rats or mice (except in one family dwellings)

d. presence of lead paint on interior surfaces, where it would be a violation of the Baltimore City Housing Code and provided the landlord has notice of the lead-painted surfaces.

(Rent Escrow, continued)

2. The assertion of a dangerous condition, as described above, may be the basis of an action initiated by tenant for correction of the condition, or may be used by tenant as a defense to an action brought by landlord to recover rent or to recover possession of the premises for non-payment of rent. Rent escrow suits are filed and tried in Rent Court (see page 60).

3. Tenant's assertion, whether it is the basis for an action brought by tenant or is tenant's defense to an action brought by landlord, is dependent upon the following:

a. Before the beginning of the action, the tenant sent a letter by certified mail, return receipt requested, to the landlord describing the defective condition. (Tenant should keep a copy of the letter and the return receipt.)

Notice to landlord is adequate if landlord received a violation or condemnation notice concerning the condition from the Department of Housing and Community Development or other appropriate government agency.

b. Landlord has refused or failed to remedy the condition within a reasonable time. What is a reasonable time is left to the discretion of the court, but a delay beyond 30 days after receiving notice is presumed to be beyond a reasonable time. The presumption may be rebutted.

c. Tenant pays into court the amount of rent due under the lease, or keeps the rent money to pay to the court when required.

d. Tenant has not received more than 5 summonses for rent due and unpaid to landlord during the year preceding this action. If tenant has lived at the premises for 6 months or less, he must not have received more than 2 summonses.

4. The landlord will prevail if he can establish one of the following:

a. he did not receive proper notice; (See 3a above)

b. the condition complained of by tenant does not exist;

c. the condition has been remedied;

d. the condition was caused by the tenant, a member of his family, or by his or their invitee or assignee, or



(Rent Escrow, continued)

e. Tenant has refused entry, or has unreasonably failed to arrange to be home for entry of landlord or his agent to make repairs.

5. At the conclusion of the hearing, the court may make any order that the justice of the case requires. Such an order may include but is not limited to one or more of the following:

a. termination of the lease and surrender of the premises to the landlord;

b. all rent money already paid into court shall be released to the tenant or to the landlord in accordance with d., e., or 6. below;

c. order the tenant to continue to pay rent into the escrow account until the complained of condition is remedied;

d. order the rent reduced to an amount that fairly represents the condition of the premises. In all cases where the court decides that the tenant is entitled to relief under this Rent Escrow Law, there is a burden on the landlord to show why the rent should not be reduced.

e. order the money accumulated in escrow to be released to the tenant, or to the landlord, or to a contractor chosen by the landlord, in order to remedy the condition. In such case, the court must ensure that the money is used to make the repairs.

f. refer the matter to a municipal or State agency for investigation and report, and order tenant to pay into court any rent due during that time.

g. order the escrow funds to be used to pay a mortgage on the property to prevent foreclosure.

6. Where an escrow account is established by the court and the landlord does not make a reasonable effort to remedy the hazardous conditions within 6 months thereafter, all money accumulated in the account shall be given to the tenant. The escrow will continue, beginning upon a new 6-month period with the same conditions as before.



(Rent Escrow, continued)

7. The initial hearing of the case must be held within 15 calendar days of notice by the court to the parties, except that the court may order an earlier hearing where tenant alleges emergency conditions, such as lack of heat in winter, lack of adequate sewage facilities, or any other immediate threat to the health or safety of the occupants.

8. The court, either on its own motion or on motion of landlord or tenant may order additional hearings in the case to determine further the rights and obligations of the parties. Distribution of the escrow money can take place only by order of the court after a hearing where both tenant and landlord were given reasonable notice, or by agreement of both tenant and landlord, or upon certification by a housing inspector that the work required to be done has been satisfactorily completed.

9. Whenever a hearing is required in the course of determination of the case, the court shall notify the parties by certified mail (return receipt requested), stating the date, time and purpose of the hearing. Refusal or unreasonable delay by a party in accepting the notice will not prevent any remedy to which the other party is entitled.

10. Following a determination of the merits of the case, tenant is protected from a rent increase, eviction, or a decrease in services which the landlord is legally required to provide, unless the court finds that the tenant made his complaint or defense not "in good faith," or that the landlord has "good cause" to evict or raise the rent. For the first 6 months, landlord has the burden of proof of tenant's lack of good faith or landlord's good cause to evict. After the 6-month period, the burden of proof is on tenant.

a. To make a complaint or defense "in good faith" tenant need not win the case. He need only have a reasonable expectation that he would be successful.

b. "Good cause" for the landlord to evict tenant or raise the rent must include a finding of any one of the following:

1. The condition which was the basis of tenant's complaint or defense was caused by an act or omission of tenant or a member of his family or their invitee or assignee, and was more than ordinary wear and tear.

(Rent Escrow, continued)

2. Landlord wants in good faith to regain possession of the property so that he himself can immediately live there.
3. Landlord has contracted in good faith and in writing to sell the property, and the purchaser plans to live there himself immediately.
4. Landlord has experienced a substantial increase in taxes, or a substantial increase in operating costs unrelated to the condition asserted under this law.
5. Landlord has made a substantial capital improvement to the premises, unrelated to the condition asserted under this law.

The protection from an increase in rent, decrease in services, or eviction, also applies to a tenant who in good faith reports a possible housing violation to a state or municipal agency, even if the tenant does not intend to use rent escrow procedure.

However, this portion of the law does not affect tenant's or landlord's right to terminate a written lease for one year or longer in accordance with the provisions of the lease; but the terms of the lease may not be used to defeat the intent and the provisions of the law.

11. If a landlord intends in good faith to raze or board up the premises, and intends to obtain a permit to do so, he may give the tenant a 60-day notice in writing.

12. Any attempt to waive any provision of this law which benefits a tenant or occupant of a dwelling is against public policy and void.

13. This law applies also to residential property leased by a municipal or State agency.

LANDLORD'S NONCOMPLIANCE WITH LEASE OR WITH WRITTEN INDUCEMENT  
TO RENT

(Public Local Laws, 9-9A)

In an action by landlord for recovery of rent or for possession of leased premises for non-payment of rent, or in a rent escrow action brought by tenant under Section 9-9, tenant may claim as a defense or as the basis for his action that the landlord has materially breached a provision of the written lease, or that there exists on the premises a condition which constitutes repudiation of a written inducement to rent the premises, such as (but not limited to):

- (1) lack of functional and sufficient laundry, cooking, or dishwashing facilities,
- (2) lack of functional refrigeration or air conditioning,
- (3) lack of proper maintenance, or
- (4) lack of specified recreational facilities.

RENT ESCROW MAY BE IMPOSED BY JUDGE

(Md. Code Real Property Article, Sec. 8-403)

In any eviction case brought under sections 8-401 and 8-402 (for non-payment of rent or for holding over), the judge may adjourn the case for a longer period than is provided in the appropriate section, in order that he may refer the matter to an administrative agency for investigation and report. During that time, he may order the tenant to pay his rent to the court or to a suitable administrative agency of the city. If tenant fails to pay the rent promptly under this procedure, the court will, upon request of the landlord, give judgment in favor of the landlord and issue a warrant for him to re-possess the premises.



RETALIATORY EVICTION PROHIBITED  
(Public Local Laws, 9-10)

Landlord may not evict tenant, increase the rent, or decrease any services to which tenant is entitled for any of the following reasons:

1. solely because tenant complained in good faith to the landlord or to a public agency concerning the tenant's rights or concerning a housing deficiency;
2. solely because tenant is a member of a tenants' organization;
3. solely because tenant filed suit against the landlord;
4. solely because tenant consulted a lawyer on a matter involving tenants' rights.

In any eviction proceeding, if judgment is for the tenant on the basis of any of the above defenses, the court may order the landlord to pay reasonable attorney's fees and court costs for the tenant.

## TERMINATION OF TENANCY BY LANDLORD; NOTICE REQUIRED

(Public Local Laws, 9-14, 9-17)

A. Where a tenant's lease is for one year or less and landlord wishes to terminate the tenancy, landlord must give tenant at least 60 days' written notice before the end of the year, month, or week when tenant is to leave.

B. However, in the following situations, a minimum of 30 days' notice before the end of the year, month or week is required unless the lease provides otherwise:

1. tenant is violating an obligation of the tenancy, such as unreasonably refusing to give landlord access to the premises;

2. tenant is committing or permitting a nuisance on the premises, or is permitting use of the premises for immoral or illegal purposes or for other than dwelling purposes;

3. tenant's occupancy is seasonal, which is defined as 5 months or less;

4. the dwelling unit is a non-housekeeping furnished room or is a unit without cooking facilities;

5. tenant's lease has expired or otherwise ended. The occupants are subtenants of the tenant, and tenant himself does not use any part of the premises as his dwelling.

C. In addition, in the following situations, landlord is still required to give the 60-days' minimum notice unless the lease provides otherwise:

1. landlord-owner seeks to recover possession of the dwelling so that he or a member of his immediate family may live in it;

2. landlord wishes to demolish the dwelling, or make substantial alterations which cannot be done while anyone occupies it, provided the landlord has obtained the necessary official approval for the demolition or alteration;

3. landlord wishes to substantially remodel the dwelling in order to permanently convert it to a commercial use; or to personally make permanent use of the premises for non-residential purposes; or to withdraw the premises from the rental market altogether, with no intent to sell it as housing.

(Termination of Tenancy by Landlord, continued)

D. The notice to quit, whether 30-day or 60-day, must be in writing and served on the tenant or left at his home or business, or served on his agent or servant or any occupant of the premises. If there is no one living on the premises, then the notice may be served by being placed upon a conspicuous part of the premises. (P.L.L. 9-17)

NOTE:

Service of the notice by mail is considered sufficient if tenant receives it in time. Landlord should send the notice by certified mail, return receipt requested, so that he will have proof of the mailing and receipt. If there is a possibility of dispute over the effective date of the notice, tenant should keep the envelope as well as the notice.

E. A tenant who has received proper notice to vacate and who still retains possession after the end of the term, is a "hold-over" tenant. See page 41. for eviction of a hold-over tenant.

F. State law provides that no written agreement between landlord and tenant may provide for longer notice period to be given by the tenant to landlord in order to terminate a tenancy than that to be given by landlord to tenant. (Maryland Code, Real Property Article, Sec. 8-105)



TENANT HOLDS OVER AFTER EXPIRATION OF LEASE; LANDLORD'S REMEDIES  
(Public Local Laws 9-9, 9-27, 9-28, 9-29)

If the landlord has given to tenant a proper notice to end the tenancy and tenant continues to occupy the premises after expiration of the lease, the landlord may file suit in Rent Court asking for possession of the premises. (For Rent Court procedures, see page 60).

If judgment is for the landlord, tenant will be evicted and will be assessed damages up to double the rate of rent of the tenancy and also covering the landlord's court costs and attorney's fees.

Where judgment is for the tenant, the landlord will be assessed whatever damages the court decides is fair, in addition to paying tenant's costs in the proceeding.

In addition, state law provides as follows:

Unless stated otherwise in a written lease and initialed by the tenant, when a landlord consents to a holdover tenant remaining on the premises, the holdover becomes a week-to-week tenant if he was a week-to-week tenant before the holding over, and he becomes a month-to-month tenant in all other cases.

A tenant, or anyone holding under him, who unlawfully holds over after termination of the lease, is liable to landlord for all actual damages caused by the holding over, and at least is liable for the apportioned rent for the period of holding over at the rate under the lease.

Landlord may seek damages under this section as part of the eviction suit, or he may file a separate action for damages. Landlord may also pursue other remedies granted by the lease or other applicable law against a holdover tenant. (Maryland Code, Real Property Article, Section 8-402).

#### SEIZURE OF TENANT'S POSSESSIONS FOR FAILURE TO PAY RENT

(Maryland Code, Real Property Article, Sections 8-301 - 8-332;  
Baltimore City Public Local Laws, Section 9-1)

Distress for rent is a legal procedure in which the landlord asks the court to seize (distrain) and sell certain of the tenant's possessions which are on the leased premises, and to use the proceeds of the sale to satisfy the landlord's claim for rent due and unpaid by tenant. This remedy is available to the landlord only where there is a written lease for a term of more than three months or where the tenancy has actually continued for more than three months. (According to several prominent landlords and lawyers, "distress for rent" does not offer effective protection for the landlord and is seldom used).

The procedure for distress is regulated by law as follows:

a. Landlord files a petition in District Court claiming that the tenant owes a certain amount of rent.

b. Tenant is served with notice of the petition, and is directed to appear at a hearing to be held not sooner than 7 days after he was served. At the hearing, he will be asked to "show cause" why the "levy" (seizure) and sale of his possessions on the premises should not take place. If tenant cannot be served in person, service can be made by registered mail; and if that is returned or refused, then service is made by first class mail.

c. If tenant fails to appear at the hearing, all goods found on the premises and not exempted by law, may be seized by the sheriff.

d. If at the hearing the landlord prevails, the court must promptly issue an order that all non-exempt goods on the premises be seized. A copy of the order of levy must be served on the tenant. If the tenant cannot be found, the order can be posted in a prominent place within the premises.

An officer of the court then makes an inventory of all items on the premises, and gives a copy to tenant and to the court.

e. When the lease is for 15 years or less, all the goods on the leased premises may be levied (with certain exceptions) whether they belong to tenant or to someone else. The major exceptions are:

(Seizure of Tenant's Possessions, continued)

1. hand-powered and operated tools used by the tenant in his occupation.
2. law books of an attorney.
3. hand-operated instruments of a physician.
4. medical books of a physician.
5. files and professional records of a lawyer or physician.
6. a third person's recorded security interest in goods which are in tenant's possession.

The levy may be made at any time of day or night; but a forced entry may be made only with a court order directing it.

f. If any of the goods seized belong to a third party, he may petition the court within 7 days of the levy to ask that his possessions be excluded.

g. The date of the sale is set by the court "as soon as feasible."

h. A tenant whose goods have been seized but not yet sold may petition the court for the return of the goods, but the court may require him to file a bond before the goods are returned.

i. The sale must be advertised at least once, or more if the court decides, in a newspaper published at least weekly and having a general circulation in the area.

j. The distress sale is held at public auction. Only enough of the tenant's goods to satisfy the claim for rent and to pay all costs may be sold. Any unsold goods, as well as surplus money, are returned to the tenant.

k. After all court costs and other expenses have been paid, if the amount of money received from the distress sale is not enough to pay the landlord's claim, he may petition the court for a deficiency money judgment against the tenant. This may be enforced in the same way as any money judgment.



(Seizure of Tenant's Possessions, continued)

1. Under certain conditions, the landlord in a suit for distress may ask the court to declare the lease terminated.

m. A final order of the District Court may be appealed to the Baltimore City Court within 14 days of the day of the order or judgment.

## EVICTION FOR NON-PAYMENT OF RENT

(Public Local Laws of Baltimore City, Sections 9-2 - 9-7 and 9-23)

The eviction procedure is called "summary ejectment." Trials in eviction cases are held in Rent Court. If a tenant receives a notice from the court to appear for summary ejectment proceedings, he should be sure to attend, and he should seek advice first. Evictions can be speedy.

### PROCEDURE

A. As soon as a rent due date has passed and tenant has failed to pay rent, the landlord may file in Rent Court a written complaint, made under oath, asking for repossession of the premises, the amount of rent due, and costs of the suit. The constable notifies tenant by serving the summons on him or his agent or sub-tenant, or by attaching it conspicuously to the property. The summons must be served on or before the 3rd court day after the complaint is filed. The hearing is scheduled for the 5th court day after the complaint is filed. (A court day is a day on which the court is open and doing business. Weekends and legal holidays are not court days). Thus the law provides that the tenant will receive at least 2 days' notice before the hearing. At the hearing, the judge has the authority to adjourn the proceedings for up to 7 days if he feels that "the interest of justice will be better served." If both tenant and landlord agree, the adjournment may be longer than 7 days. (P.L.L. 9-3, 9-5)

B. Tenant should take to the trial all necessary rent receipts and rent books, and where applicable, photographs showing defective or dangerous conditions of the dwelling for possible use in a rent escrow procedure. (See page 33 for Rent Escrow)

C. At the trial, if landlord wins the case, tenant will be ordered to leave the dwelling within 2 days. However, the judge has the power to extend that time for as long a period as he thinks necessary and just, if tenant has a letter signed by a physician indicating that an eviction within 2 days would endanger the health or life of any occupant of the premises.

For additional information concerning Rent Court, see page 60.

Where the judgment is for landlord and there is no physician's letter, and tenant fails to comply with the order to vacate the premises, landlord may ask the court to issue a

(Eviction for Non-Payment of Rent, continued)

warrant to the constable directing him to physically remove tenant's possessions from the property. Landlord must request this order (warrant of restitution) within 60 days of the date of the judgment. If he does not, the judgment is stricken from the record.

At any time before the actual carrying out of a warrant of restitution, the court has the power to require landlord to accept from tenant all rent due up to the date of the order plus court costs and other reasonable costs incurred by landlord, and the case shall then be closed.

Where landlord is awarded judgment in an action of ejectment for failure of tenant to pay rent, state law denies the right of redemption to any tenant who has received 4 or more summons for rent due during the 12 months prior to the beginning of the suit. (The constitutionality of this provision is being challenged in the court.)

D. Either tenant or landlord may appeal from a judgment of the housing court. The appeal must be made within two days of the date of judgment, and tenant, in order to delay execution of the judgment, must post a bond. (Maryland Code, Real Property Article, Section 8-401(f))

NOTES:

(1) If landlord, in an effort to achieve speedy termination of the tenancy, fails to give proper notice to tenant, refuses to accept payment of rent, and then seeks to evict tenant for non-payment, landlord may be charged with abuse of legal process.

(2) State law provides as follows:

a) Where notice has been sent to tenant by first class mail and the summons has been posted on the property, that constitutes sufficient service to support a default judgment in favor of the landlord for possession of the premises and court costs but not for rent due.



(Eviction for Non-Payment of Rent, continued)

However, if the court finds that the actual service on tenant was sufficient to support judgment in tort or contract, the court may also award landlord the amount of rent due plus costs of the suit. "Service sufficient for tort or contract" means (1) personal delivery of the notice to tenant or to an agent authorized by appointment or by law to receive service or process on behalf of tenant, or (2) delivery of the notice by registered mail, return receipt requested, and the return receipt is received and signed by tenant. (Maryland Real Property Article, Section 8-401, Chap. 450, 1978)

TENANT SUBSTANTIALLY BREACHES THE LEASE: EVICTION PROCEDURE  
(MD. Code, Real Property Article, Section 8-402)

If a lease provides that tenant may be evicted if he breaches the lease, and if landlord should subsequently ask the help of the court to evict tenant for breach of the lease, landlord must give tenant one month's written notice that tenant has violated the lease and that landlord wishes to repossess the premises.

If tenant refuses to leave in proper time, landlord may then file a complaint in the District Court where the property is located. The court will immediately summons the tenant or other person in possession to appear on the appointed day to show cause why the premises should not be restored to landlord. If either party is absent from the hearing, the court may continue (postpone) the case from six to ten days, and so notify the parties. If the court determines that tenant breached the lease, and that the breach was substantial and warrants eviction, the court will order the sheriff or constable to give possession of the premises to landlord, and tenant will pay the costs. Either party may appeal within 10 days of the judgment.

If judgment is for landlord and tenant appeals, and tenant wishes to stay on the premises until the determination on appeal, he must:

- (1) file an affidavit with the District Court that his appeal is not for the purpose of delaying his eviction;
  - (2) file sufficient bond with one or more securities, with the condition that he will diligently prosecute the appeal;
  - (3) pay all rent in arrears and all court costs in the case;
- and
- (4) pay all losses or damages which landlord may suffer as a result of tenant remaining in possession.

The appellate court will set a day for the hearing not less than five nor more than fifteen days after application is made. Notice must be served on the other party or his counsel at least five days before the hearing.

MISCELLANEOUS

## M I T I G A T I O N   O F   D A M A G E S

(Maryland Code, Real Property Article, Sections 8-207)

A. Whenever one of the following kinds of breach of a lease has occurred, the breaching party is liable for damages, and the aggrieved party has a duty to mitigate the damage he suffers:

1. landlord fails to give the tenant possession of the leased premises; or tenant fails to yield possession to the landlord; or
2. tenant fails or refuses to take possession at the beginning of the term; or
3. landlord or tenant terminates occupancy before the end of the term.

B. This law explicitly does not require the landlord to show or lease a prematurely vacated dwelling unit in preference to other units he is offering.

C. Whenever the tenant has wrongfully refused to take possession or has vacated a dwelling unit before the end of the term, the landlord may sublet the unit without prior notice to the tenant. In that case, the tenant is liable for any damages the landlord suffers as a result of the breach. In addition, tenant is secondarily liable for rent for the remainder of his lease term if the sublessee defaults and landlord gives tenant prompt notice of the default. See also "Penalty clause," page 9, for limit to tenant's liability.

D. The provisions of this law cannot be waived in any lease.



## COMPUTING TIME

(Maryland Code, Article 94, Time, Section 2)

The two basic kinds of time computation are: x number of days before a specific event, and x number of days after a specific event. For example, if either tenant or landlord wishes to give notice to terminate a lease, he must do so at least x number of days before the end of the lease term. On the other hand, in a rent escrow case, it is important to know when 30 days have passed since landlord received notice of the dangerous condition.

Following are the two kinds of computation:

1. X number of days before a specific event.

Example: According to the provisions of a lease, A must give B at least 30 days' notice before the end of the lease term if he will not renew the lease. The lease expires on February 28th.

The general rule for computing the period of time within which an act is to be done is to include one terminal and exclude the other, unless an intention to the contrary is clearly indicated. (Maryland Law Encyclopedia, Time, Sec. 2)

The 30 days are computed by counting back beginning with Feb. 28. Thus notice should be given on Jan. 29 at the latest.

<i>January</i>	28	29	30	31	1	2	3	
	4	5	6	7	8	9	10	
<i>February</i>	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	1	2	3	<i>March</i>

NOTE:

A practical factor to be considered is that some judges equate 30 days with a calendar month. whether the month has 28, 30 or 31 days. Because of this, it is suggested that notice always be given in ample time so that its effectiveness will not be endangered.

## (Computing Time, continued)

## 2. X number of days after a specific event.

Example: A files suit against B on Tuesday, May 2. B must respond within 15 days after A's filing.

Maryland law provides that the day of A's filing is not included in the computation of the 15 days. The final day is included in the computation. Thus the last day when B may respond is Wednesday, May 17th.

M A Y

1	2	3	4	5	6
7	8	9	10	11	12 13
14	15	16	17	18	19 20
21	22	23	24	25	26 27
28	29	30	31		

Where the total time period is 7 days or less, intervening Sundays and legal holidays are not included in the count. Where the total time period is more than 7 days, intervening Sundays and legal holidays are included. Furthermore, if the "final day" is a Sunday, legal holiday, or a day on which the court clerk's office is closed for part of the day, it is not included in the count. On those occasions, B may still respond on the day following.

## TENANT IS A MINOR

Under Maryland law, anyone 18 years of age or older is an adult unless otherwise specifically provided by statute (see Maryland Code, Article 1, Section 24). There are no Maryland statutes which make exceptions for the landlord-tenant relationship. Thus under landlord-tenant law, anyone under the age of 18 is a minor and anyone 18 years of age or older is an adult.

A lease is a contract, and by law a minor is not bound by his contracts. However, if he receives under a contract any of the basic necessities of life, he is obligated to pay for them a reasonable price. Lodging is considered a basic necessity (Corpus Juris Secundum, Infants, Sec. 78). If a tenant is a minor at the beginning of his tenancy and continues to live in the premises after reaching age 18, he can then be held to the terms of the lease as an adult. (Maryland Law Encyclopedia, Landlord and Tenant, Section 21, and Infants and Minors, Sections 13 & 14).

If a landlord is reluctant to rent to a minor, he can protect himself and accommodate the minor by requesting the minor to provide an adult co-signer.



## TENANT OR LANDLORD DIES

(Public Local Law 9-8)

The general rule is that in the absence of a contrary lease provision, the death of tenant or landlord does not terminate the lease and does not terminate responsibilities under the lease (Corpus Juris Secundum, Landlord and Tenant, Sections 92 and 138). Thus at the death of the landlord, tenant continues in the same relationship to landlord's successor (Corpus Juris Secundum, Landlord and Tenant, Section 22d).

Under Baltimore City law, if the tenant dies, the following persons have the right, upon continued payment of rent to the landlord, to be substituted as tenant in place of and to the same extent as the original tenant: a surviving spouse or any member of deceased tenant's immediate family who was living on the premises with deceased tenant at the time of his death. If tenant dies owing rent, landlord may proceed against tenant's personal representative, or if there is none, then against tenant's estate.

#### LANDLORD SELLS THE PROPERTY: TENANT'S RIGHTS

If landlord sells the property and the purchaser has actual or constructive notice that it is leased to a tenant, the purchaser must honor the lease. Where tenant is in possession of the premises, the purchaser is considered by law to have notice of the lease (Corpus Juris Secundum, Landlord and Tenant, Sections 93(2) and 258(2)).

#### LANDLORD'S MORTGAGE IS FORECLOSED: TENANT'S RIGHTS

Where the lease came after the mortgage in time, a foreclosure sale may end the lease: Maryland law is not clear on this point. Many other states give to the purchaser at the foreclosure sale the choice of continuing or terminating the lease.

Where the lease comes before the mortgage in time, a foreclosure sale will generally not end the lease if the mortgagee has notice that the property is subject to a lease. (Corpus Juris Secundum Landlord and Tenant, Section 93(5), and Maryland Law Encyclopedia, Mortgages, Section 7).

# FIRE OR UNAVOIDABLE ACCIDENT MAKES THE DWELLING UNINHABITABLE

(Maryland Code, Real Property Article, Section 8-112, 8-113)

When premises rented for a term of 7 years or less become uninhabitable because of fire or an unavoidable accident, the tenancy ends and the tenant has no further responsibility for payment of rent.

However, if the tenant's fault or negligence caused or contributed to the fire or other cause of destruction, he may be liable for damages.

## TENANT'S RIGHT TO PRIVACY V. LANDLORD'S RIGHT OF ENTRY

C.J.S. Landlord and Tenant, Section 318; Baltimore City Housing Code, Section 909

The tenant has a reasonable right to privacy in his enjoyment of the premises. At the same time, the landlord has a right of reasonable entry for such purposes as to inspect, make repairs, show the premises to a prospective tenant, etc. If the landlord goes much beyond this, he may be guilty of trespassing.

The balance between right to privacy and right of entry can usually be reached by a fair and reasonable arrangement between tenant and landlord.



TENANT ADDS IMPROVEMENTS TO THE PROPERTY: CAN HE TAKE THEM WHEN HE LEAVES?

There is no doubt that when tenant moves from a rented dwelling he can take with him his linens, kitchen utensils, chairs, and piano. However, if he has at his own expense replaced a window pane or nailed back some loose boards, he cannot take with him the nails or the glass. The nails and the glass are now "fixtures": items which have been so attached to or so associated with the property that in the eyes of the law they are considered part of the property and may not be removed by tenant.

Concerning items which tenant has physically attached to the dwelling and which he wants to remove at the end of the lease term, an exception to the rule of fixtures will permit him to "remove articles and structures, designed for the purpose of trade, domestic convenience, or of ornament, even though they are so firmly attached to the realty that he would not otherwise have the right to remove them, provided they can be removed without serious injury to the premises." (Maryland Law Encyclopedia, Fixtures, Section 2).

To avoid possible conflict, tenant and landlord should agree in advance that tenant will or will not be allowed to remove a particular item. The agreement should be put in writing, signed by both tenant and landlord, and a signed copy given to each.

## INSURANCE

Landlord's insurance on the dwelling usually covers damage to the building, and protects landlord against claims when tenant or other person suffers injury or damage because of a condition for which landlord is responsible. Landlord's insurance generally does not cover tenant's possessions - furniture, clothing, etc. - in the dwelling.

A tenant wishing to insure himself against loss caused by the basic hazards to property, such as fire, burglary, etc. can do so. Most commercial insurance companies use a standard "Home-owners Policy for Tenants," which typically offers the following coverage:

1. reimbursement for damage to personal property on the premises where the damage is caused by fire, burglary, theft, vandalism, lightning or certain other hazards. The policy may also cover loss of or damage to tenant's personal property off the premises.

2. reimbursement for tenant's extra living expenses if caused by a hazard insured against.

3. protection for tenant against a claim by another person, where the claim arises from an accident occurring on or away from the premises. For example, tenant bakes a cake, leaves in some nutshells, and the guest breaks a tooth on a shell; or tenant is responsible for a fire that damages the building where he lives, and landlord sues him. (Accidents arising out of business pursuits, certain watercraft, and most motor vehicles are not covered.)

The standard policy contains a \$100 deductible clause, so that the company is liable only when the loss exceeds \$100, and then only for the amount in excess of \$100. The \$100 deductible clause applies to all claims except (2) above.

Each policy contains a precise description of the extent of coverage. Tenant should read it carefully to be sure that the particular hazards he is concerned about will be covered to the extent he wishes.

In areas with high rates of crime and vandalism, commercial insurance companies may be unwilling to provide insurance. In such cases, burglary insurance can be obtained through the Federal Crime Insurance Program, and fire and vandalism insurance can be obtained through the Joint Insurance Association. Following is a summary of these programs:

## (Insurance, continued)

1. The Federal Crime Insurance Program: established in 1971, is administered by the Housing Administrator in the U.S. Department of Housing and Urban Development. Coverage under this program is available in areas where it is difficult to obtain commercial crime insurance. As of January 1, 1977, all residents of the District of Columbia and nineteen states, including Maryland, are eligible.

Protective devices required: Before residential property will be insured, all exterior doors and windows must be equipped with specified locking devices.

Amount of coverage: Residential policies are available in amounts up to \$10,000. Claims are subject to a deduction of \$50 or 5% of the gross amount of the loss, whichever is greater. All personal property, including jewelry, is covered, after application of the deduction. Loss of money is covered up to \$100.

Covered causes of loss:

a. Burglary and resulting larceny: the premises must have been entered forcibly, and there must be physical marks of forced entry at the place of entry.

b. Robbery: the stealing of personal property from the insured in his presence and with his knowledge, such as by an armed intruder, either inside or outside the premises. This includes a theft observed by the insured.

c. An actual or attempted burglary or robbery resulting in damage to the premises.

d. Burglary of an enclosed locked storage compartment of an automobile such as the trunk compartment.

Coverage under this program is available to tenants and to owners of dwellings.

For additional information, write or call (toll-free)

Federal Crime Insurance  
P.O. Box 41033  
Washington, D.C. 20014  
1-652-2637

(from anywhere in Maryland except the Metropolitan Area of the District of Columbia)



(Insurance, continued)

(2) The Joint Insurance Association was established in 1968 to provide essential property insurance coverage for property owners and tenants who are unable to obtain adequate insurance for their property. The Association consists of all companies licensed to write direct property insurance in Maryland. The program is administered by a governing committee under the supervision of the Insurance Commissioner of Maryland. The Joint Insurance Association now operates on a statewide basis.

Procedure

a. Application for an inspection may be obtained from the Joint Insurance Association, Arlington Federal Building, 16th floor, 201 N. Charles Street, Baltimore MD. 21202, telephone 539-6808.

b. The applicant or his representative may be present during the inspection.

c. If the property is found upon inspection to be ineligible for coverage, the applicant will be told the reason for rejection, the corrections needed, and the procedure for appeal of the decision.

d. Where the property is eligible for coverage, applicant will received an Approval Notice indicating the required premium for his insurance. Upon receipt of the full amount, the Association will instruct the service company to issue the policy.

Reasons for rejection:

a. Physical condition of the property, such as faulty or deteriorated wiring, heating systems, or construction, or evidence of general deterioration or unrepaired damage from previous fires;

b. Unsatisfactory use or housekeeping, such as overcrowding, vacancy, storage of rubbish or flammable materials;

c. Violation of law or public policy by the owner or occupant.

d. For any structure in Ocean City commenced on or after September 1, 1971, failure to comply substantially with the Southern Standard Building Code.

NOTE: A deteriorating neighborhood or environmental hazards beyond the control of the property owner or tenant are not grounds for rejection.

**FALSE STATEMENTS PROHIBITED: PENALTY**

(Public Local Laws, 9-15)

Any person who makes a false statement in connection with re-quirements for a tenant holding over, notice to terminate a tenancy, or eviction of a hold-over tenant, will be subject upon conviction to a fine of up to \$50 or imprisonment for up to 10 days, or both.

NOTE: If tenant has reason to believe that his law has been violated, he may notify the Department of Housing & Community Development, and may also go before the Housing Court Commissioner in the District Court Building, Fayette and Gay Streets, Room 100, and swear out a statement of charges, Tel. 383-4767.

**R O O M E R S .**

A roomer is an occupant of a unit which may be used for living and sleeping but not for eating or cooking. He differs from other tenants in that he generally does not have the right to exclusive possession of his room. The landlord or proprietor retains general dominion or control over the premises.

Certain minimum standards set by the Housing Code apply to rooms leased to roomers.

In addition, the Code contains special provisions governing the operation of rooming houses housing five or more individuals not related to the owner or lessee of the house. (see page 20)

Notice to terminate the occupancy, where the unit is a "non-housekeeping room or unit without cooking facilities", is a minimum of 30 days before the end of the term, or as may be otherwise provided in the lease. (see page 39.)

## GROUND RENT LEASES

### 1) Definition

Ground rent leases are long term leases, often for 99 years, renewable forever at the option of the tenant. Under a ground rent lease, the tenant is in a practical sense the owner of the property, and his interest is usually the more valuable by far. The tenant pays the real property taxes and other real property assessments, and has control over the property. The lessor may enter and terminate the lease only if tenant is in default in payment of the rent. The rights of lessor and tenant may be inherited or assigned.

### 2) Purchasing the landlord's interest

Where the lease is for more than 15 years and where the property is improved by a single or two-family structure used for a "primarily residential" purpose, state law gives tenant the right to "redeem" (free the property from) the landlord's interest. The maximum amount which tenant must pay to redeem the ground rent is determined by a formula provided in the law, and varies according to the date the lease was made. Tenant must give one month's notice to the landlord before he can redeem the ground rent. (Maryland Code, Real Property Article Section 8-110)

### 3) Time of Redemption

(a) For leases made before July 1, 1969, the ground rent may be redeemed at any time.

(b) For leases made between July 1, 1969 and July 1, 1971, the ground rent may be redeemed at any time after the end of 5 years from the date of the lease.

(c) For leases made on or after July 1, 1971, the ground rent may be redeemed at any time after the end of 3 years from the date of the lease. (Maryland Code, Real Property Article, Section 8-110)

### 4) Failure to demand or pay rent

If tenant has not paid rent for more than three years, landlord is limited to a recovery of three years' back rent. (Maryland Code, Courts and Judicial Proceedings Article, Section 5-101). This occasionally happens with a forgotten or



(Ground Rent Leases, continued)

overlooked ground rent lease.

If there is no demand or payment of rent for more than 20 years, tenant's obligation to pay rent is extinguished, and the landlord has no further claim on the property. However, if the landlord is under legal disability at the time the 20-year period expires, he has two years after the removal of the disability within which to assert his rights. (Maryland Code, Real Property Article, Section 8-107) The two legal disabilities recognized in Maryland are infancy (being under 18 years of age) and mental incompetency (Maryland Code, Courts and Judicial Proceedings, Section 5-201)

## HOUSING COURT

In Baltimore City, the District Court of Maryland has administratively created a special section of its criminal division which is popularly referred to as "Housing Court." Housing Court is in session each weekday in the District Court Building, Fayette and Gay Streets, from 1:30 P.M. until all cases scheduled for the day have been heard. The presiding judge also presides over Rent Court. His term as Rent Court and Housing Court Judge is for one year, from July 1st to June 30th.

Several types of cases are tried in Housing Court. These include violations of the Baltimore City Housing Code, Building Regulations, and zoning and health ordinances, and cases involving certain misdemeanors committed by a landlord or tenant such as (1) landlord locks tenant out of the property or improperly turns off the gas and electricity, or (2) tenant moves away without returning the keys and without giving the landlord 72 hours' notice.

The majority of cases in Housing Court involve violations of the Baltimore City Housing Code. These cases come before the Court when the Compliance Section of the Department of Housing and Community Development requests that a summons be issued for non-compliance with a violation notice. (For HCD procedures concerning violations of the Housing Code, see "Housing Code Violations: HCD Procedures", page 22.)

City law provides that anyone convicted of violating a provision of the Housing Code may be fined up to \$300 for each offense. Each day the violation continues constitutes a separate offense. In addition, state law (Courts and Judicial Proceedings, Section 4-401, as amended by Chap. 297, 1977) authorizes HCD to ask the court to issue an injunction against the defendant requiring him to comply with the provisions of the code.

If the defendant is found guilty, he has 3 days in which to petition for a new trial, 30 days to seek modification of the penalty, and 30 days to request an appeal. Appeals from the Housing Court are heard by the Baltimore City Criminal Court, and consist of a trial de novo (new trial) by the judge of that court.

State legislation permits the money collected in Housing Court as payment of fines for Housing Code violations to be returned to the Department of Housing and Community Development. (Courts and Judicial Proceedings Article, paragraph 7-302). The Department is authorized to use this money (approximately \$40,000 each year) on properties where the owner cannot or will not make repairs.

## RENT COURT

Rent Court is a section of the civil division of the District Court of Maryland for Baltimore City. It convenes in the District Court Building at Fayette and Gay Streets each weekday at 9:30 A.M.

Rent Court has jurisdiction to hear cases in which the landlord sues a tenant (who is still occupying the dwelling) for non-payment of rent, and other civil disputes between landlord and tenant such as: breach of implied warranty of habitability, improper rent increases, responsibility for utility payments, responsibility for the cost of repairs, rent escrow cases and disputes over the amount of rent owed.

Proceedings for rent payments are summary in nature, that is, they are scheduled so that the landlord can get a hearing soon after filing it. Since one possible result of the suit is that the tenant may be evicted, the proceeding is called an Action in Summary Ejectment.

Procedure for Summary Ejectment: When the landlord believes rent is due and unpaid, he may go to the Rent Court and request that a summary Ejectment notice be served on the tenant. (Rent become "due and unpaid" the day after it was supposed to be paid and wasn't).

The notice informs the tenant that the landlord claims a stated amount of rent is due as of a certain date. The case is generally scheduled to be heard seven days after the landlord filed suit. Both city and state law require that a constable attempt to deliver the notice personally to the tenant. But if he cannot find the tenant or his agent, the notice may be served by first class mail and by a copy posted conspicuously on the property.

At the trial, if the court finds that the tenant owes rent to the landlord, the court will generally give the tenant at least two days in which to pay. If the judge feels that circumstances warrant an extension of time, he can allow a delay. In making this decision, he often considers the length of time the tenant has lived at the property and the chance that the extension will lead to payment of the rent.

On the final date set for payment, if the tenant has not paid, the landlord can obtain a Warrant of Restitution. This entitles the landlord to make an appointment with the Constable to put tenant's possessions out of the dwelling. If the landlord



(Rent Court, continued)

accepts from the tenant any payment - even part payment - up to the time when the Constable arrives for the put-out, the tenant can stay in the premises.

The tenant has the right to pay to the landlord the total amount of rent due plus court costs, and the landlord must accept this at any time prior to actual eviction.

SERVICE OF COURT PAPERS ON SUNDAY  
(Maryland Code, Court and Judicial Proceedings, Section 6-302)

A writ of eviction or a writ of distraint may not be served on Sunday. However, other court and administrative notices and proceedings of the state and local government may be served on a Sunday or holiday.

## L A W S   A G A I N S T   D I S C R I M I N A T I O N   I N H O U S I N G

Equal access to housing is a legal right throughout the United States. The Federal Civil Rights Act of 1866 and the Federal Fair Housing Act of 1968 define our national policy of equal housing opportunity for all. In addition, many states have enacted laws prohibiting discrimination in the sale and rental of housing, and numerous court decisions have interpreted and enforced the laws.

The two federal laws mentioned above and the Maryland Fair Housing law are tools to be used to remedy housing discrimination. However, as shown below, they differ in coverage, exemptions, procedure, and remedies. A person discriminated against should consider the benefits and limitations of each law in relation to his particular situation before deciding how to proceed. Following are summaries of the federal and Maryland Fair Housing laws:

### 1. Federal Civil Rights Act of 1866 (42 U.S.C. Sec.1982)

This law, enacted soon after the end of the Civil War, provides that "all citizens of the United States shall have the same right in every state and territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold and convey real and personal property."

However, from 1866 until the Supreme Court decision of *Jones v. Mayer* in 1968, the Civil Rights Act of 1866 was held to apply only to situations where state action was present. It was considered not applicable to private acts of discrimination. The *Jones v. Mayer* decision changed that interpretation. In the *Jones* case the Supreme Court held that the language in the 1866 Act prohibited "all racial discrimination, private as well as public, in the sale or rental of property ..."

The 1866 law contains no exceptions, no limit to the amount of punitive damages which can be awarded to a plaintiff, and no requirement that plaintiff show financial hardship before he can be awarded attorney's fees. The 1968 Federal Fair Housing law contains such limitations.

### 2. Federal Fair Housing Act of 1968 (42 U.S.C. Sec.3601 et seq.)

Title VIII of the Civil Rights Act of 1968 is commonly known as the Federal Fair Housing Act of 1968. Title VIII makes it unlawful:

(Discrimination Laws, continued)

a. "to refuse to sell or rent... or otherwise make unavailable or deny a dwelling to any person because of race, color, religion, sex, or national origin;"

b. to discriminate in the terms or conditions of sale or rental of a dwelling or in the provision of services or facilities;

c. in advertising, to indicate any preference or limitation based on race, color, religion, sex or national origin;

d. to indicate to any person, because of his race, color, religion, sex or national origin, that housing is not available when in fact it is;

e. to engage in blockbusting.

The following exemptions are allowed:

a. a single-family house sold or rented by the owner, provided the owner does not own more than three such single family houses at one time, and provided the sale or rental is carried out in compliance with the advertising provisions of the law relating to non-exempt transactions, and without the services of a real estate agent or broker;

b. dwelling units in a building of four or fewer units, provided the owner of the building occupies one of the units as his residence;

c. a dwelling owned or operated by a religious organization which limits or gives preference in the sale, rental or occupancy to persons of the same religion, unless membership in the religion is restricted on the basis of race, color, or national origin;

d. lodging owned or operated by a private club as an incident to its primary purpose and not operated for commercial purposes. Club members may be given preference, or occupancy may be limited to members.

The 1968 Act also prohibits discrimination in real estate services such as brokers' organizations and multiple listing services, and makes it unlawful for lending institutions to discriminate in the availability and terms of financing.



## (Laws Against Discrimination, continued)

The Act provides three methods of enforcement:

a) Administrative enforcement by the Federal Department of Housing and Urban Development:

Any person discriminated against may file a complaint directly with HUD. Filing must be within 180 days after the alleged discriminatory act occurred. If the complaint is sent to the HUD office in Wash. D.C. it will be referred to the appropriate HUD regional office. If the discriminatory act took place in a state with a fair housing law considered by HUD to offer rights and remedies "substantially equivalent" to those in the Federal law, the complaint will then be referred to the state enforcement agency. The Maryland fair housing law is considered to offer equivalent rights and remedies. If the state agency does not commence proceedings within 30 days and carry them forward with reasonable promptness, HUD may recall the case.

In those instances where HUD takes the case, HUD has the power to investigate and to "try to eliminate or correct the alleged discriminatory housing practice by informal methods of conference, conciliation and persuasion" (42 U.S.C. Sec. 3601). If these methods fail, complainant is free to bring suit in court.

b) Court action brought by the complainant:

Any aggrieved person may file suit directly in federal, state or local court within 180 days of the occurrence of the discriminatory act. (Where the complaint was first filed with HUD or a state agency, the time limit is extended). In cases of financial hardship, an attorney may be appointed for complainant, and payment of court costs and fees waived. The court is directed to expedite cases brought under this law, and is given the power to grant temporary and permanent injunctions and other appropriate relief. Unlimited actual damages may be awarded; punitive damages up to \$1,000.

c) Court action brought by the U.S. Attorney General:

The Attorney General is authorized to bring suit when he has reasonable cause to believe that there is a "pattern or practice of resistance to the terms or rights of this Act", or that a group of persons has been denied those rights and "such denial raises an issue of general public importance." (42 U.S.C. Sec. 3613) This section has been the basis of a wide variety of cases.

(Laws Against Discrimination, continued)

The chief contributions of the 1968 Fair Housing Act to open housing are:

- 1) prohibiting not only racial discrimination, but also discrimination based on color, religion, sex, or national origin (with certain exceptions);
  - 2) providing federal initiative and assistance for enforcement so that the complainant need not bear the entire burden;
  - 3) providing criminal penalties of fine or imprisonment for acts which intimidate, interfere with, or injure a person exercising rights defined and protected by this law. Where no bodily injury results, the fine may not exceed \$1,000 and imprisonment may not exceed one year. Where bodily injury does result, the fine may not exceed \$10,000 and imprisonment may not exceed 10 years. Where death results, imprisonment may be for any term of years or life. (42 U.S.C. Sec. 3631)
3. Maryland Fair Housing Law (Maryland Code, Article 49B, Secs 19-28)

The Maryland law, enacted in 1971, declares the policy of the state to be "to provide for fair housing throughout the State of Maryland, to all its citizens, regardless of race, color, religion, sex, national origin, marital status, or physical or mental handicap, and to that end to prohibit discriminatory practices with respect to residential housing by any person or groups of persons." (Sec. 19)

Discrimination is prohibited in the following activities:

- 1) sale or rental of housing, or negotiations for sale or rental;
- 2) setting terms or conditions for sale or rental or in providing related services or facilities;
- 3) advertising the sale or rental of a dwelling;
- 4) representing that a dwelling is not available for inspection, sale or rent when in fact it is available;
- 5) access to or membership in real estate brokers' organizations or services;



## (Laws Against Discrimination, continued)

- 6) inclusion of a discriminatory restrictive covenant in the sale or rental of housing; or compliance with such a covenant.
- 7) lending money for the purchase, construction, improvement, or maintenance of a dwelling, where the lender is in the business of making loans. If a lending institution has been found to be discriminatory, public funds may not be deposited there until the Commission notifies the public fund depositor that the institution is following correct practices.

It is unlawful not to consider both applicants' income when a married couple seeks to lease or buy a dwelling, or to refuse to consider court-awarded alimony or child support payments as income where the payments can be verified as to amount, regularity, and length of the time received. It is also unlawful to request information about the birth control practices of a prospective tenant or buyer.

The following exemptions are allowed:

- 1) dwelling may be planned for or occupied by one sex or by a specific age group;
- 2) an owner may exercise sex discrimination or discrimination on the basis of marital status when renting rooms in his own residence, or when renting units in a dwelling of 5 or fewer units where he resides in one of the units;
- 3) a religious organization which owns or operates a non-commercial dwelling may limit occupancy to persons of the same religion, unless membership in the religion is restricted on the basis of race, color, or national origin;
- 4) a private club "which is a bona fide club" and is exempt from taxation under 501(e) of the U.S. Internal Revenue Code, is exempt from the entire Fair Housing Law.

The law also makes it unlawful to threaten, coerce or interfere with any person exercising, enjoying or helping or encouraging another person to exercise or enjoy the rights protected by this law; and this particular section (Section 25) of the Fair Housing Law is the only section which gives a complainant the right to file a civil suit on his own behalf for damages and other appropriate relief.



(Laws Against Discrimination, continued)

Blockbusting is prohibited in Maryland both by the Fair Housing Law (Section 21) and by Article 56 of the Maryland Code, which provides for licensing and regulating real estate brokers. The penalties are found in Article 56: blockbusting is punishable by a fine of \$500 and/or imprisonment for one year (Sec. 230A): soliciting residential listing for the purpose of changing the racial composition of a neighborhood is punishable by a fine of \$5,000 and/or imprisonment for one year. In addition, the Maryland Real Estate Commission, an agency in the Department of Licensing and Regulations, has the power to impose a penalty of up to \$1,000 and suspend or revoke the license of any real estate broker or salesperson who violates the Code of Ethics adopted by the Commission or any of the laws or regulations concerning real estate services. (Maryland Code, Article 56, Section 224)

Enforcement of the Maryland Fair Housing Law is the responsibility of the 9-member Commission on Human Relations. The members are appointed by the Governor for terms of 6 years, and their duties include enforcement of the laws prohibiting discrimination in public accommodations and employment as well as in housing.

A complainant under the state law has no private right of action (except as provided in Section 25). After the complaint is filed with the Human Relations Commission, the Commission staff will investigate, and if they find "probable cause for believing a discriminatory act has been or is being committed" (Sec 10(b)), they will try to correct or eliminate it by conference and persuasion. If the Commission staff and the Respondent are unable to reach a satisfactory agreement, a public hearing will be held before three members of the Commission. At the hearing, the complainant's case is presented by the attorney for the Commission. If the hearing panel finds that the Respondent did violate the law, it can issue a cease and desist order or an affirmative order to carry out the intent of the law. If the Respondent fails to obey the order, the Commission is authorized to ask the courts for aid in enforcing compliance. At present, Maryland law does not allow for recovery of damages or attorney's fees by a complainant.

## EVICTIONS AND LEASE RENEWALS IN FEDERALLY-SUBSIDIZED AND HUD-OWNED HOUSING

(Code of Federal Regulations, Title 24, Chap. IV, Subchap J., Part 450, effective Sept. 30, 1976, Federal Register, Sept. 30 1976)

Evictions and the renewal and non-renewal of leases in federally subsidized and HUD-owned multi-family dwellings are governed by special regulations issued by the federal Department of Housing and Urban Development (HUD).

Lists of covered housing units ("subsidized projects") in Baltimore City and each county are available from the HUD area office in Baltimore, in the Mercantile Bank and Trust Building, 2 Hopkins Plaza, Telephone 962-2520.

Following is a summary of the HUD regulations:

### 1. Definitions

Landlord means the owner of the property, the managing agent, or their representatives

Eviction means putting tenant out of the leased unit as a result of termination of the tenancy, including a termination before the end of the rental term.

Subsidized Project means a multi-family housing project (with exception of a project owned by a cooperative housing mortgagor corporation or association) which received a subsidy in the form of:

- below-market interest rates pursuant to Section 221(d)(3) and (5), or interest reduction payments pursuant to Section 236 of the National Housing Act or
- rent supplement payments under Section 101 of the HUD Act of 1965, or
- direct loans under Section 202 of the Housing Act of 1959, or
- payment under the Additional Assistance Program for Projects with HUD-insured and HUD-held Mortgages under the U.S. Housing Act of 1937 and the regulations at 41 FR 12170.

## 2. Tenant's right to occupancy

The landlord may not terminate a tenancy in a subsidized or HUD-owned project except for the following reasons:

### a. "material noncompliance with the rental agreement" which is defined as:

1. one or more substantial violations of the rental agreement, such as non-payment of rent or other financial obligation due under the rental agreement, beyond any grace period permitted by state law.
2. repeated minor violations of the rental agreement which
  - disrupt the livability of the project,
  - adversely affect the health or safety of any person,
  - adversely affect any tenant's right to quiet enjoyment of the leased premises and related project facilities,
  - interfere with the management of the project, or
  - have an adverse financial effect on the project, or

Payment of rent or other financial obligation due under the rental agreement after the due date but within the grace period permitted under state law, constitutes a minor violation.

- b. material failure to carry out obligations under state landlord-tenant law or
- c. other good cause.

## 3. Notice of termination

Landlord must give tenant written notice of termination of the lease. The notice must include:

- the date of termination
- the reason for the termination, with enough detail so that the tenant may prepare a defense, and
- advice to tenant that if judicial proceedings are instituted, tenant may present a defense.



(Federally subsidized and HUD-owned housing, continued)

The notice must be sent to tenant by first class mail, properly stamped and addressed to tenant at his address at the project, and with proper return address. A second copy must be delivered in person at the door of his unit.

When termination is based on material noncompliance with the rental agreement or failure to carry out obligations under state landlord-tenant law, then the time of notice must comply with the rental agreement and with state law.

When termination is based on "other good cause," the termination will occur at the end of a rental term and in accordance with the rental agreement, and in no case may tenant have less than 30 days' notice. In addition, for "other good cause" termination, tenant must have received a prior notice stating that his specific conduct, if continued, would constitute a basis for termination. That prior notice must be served on tenant in the same way as the notice of termination.

Tenant's failure to object to the termination notice does not constitute a waiver of his right to contest the termination in a subsequent judicial proceeding.

#### 4. Rent increases and other changes in the lease

The landlord may change the terms and conditions of the rental agreement, provided he has received approval from HUD to do so. The change may become effective only at the end of a lease term, after tenant has received notice in the same manner as for termination of the tenancy, and provided tenant received the notice at least 30 days before the last date on which he has the right to terminate the tenancy without incurring any obligation.

#### 5. Application of regulations

These regulations apply to all new tenants whose rental agreement are executed on or after October 30, 1976 or whose occupancy begins on or after November 14, 1976. These regulations also apply to all other tenants as their lease renewals become effective on or after November 19, 1976.

An exception to these provisions is permitted when the landlord had decided, with HUD's agreement, to substantially rehabilitate or demolish the project, or to sell the project to a purchaser for substantial rehabilitation or demolition.

## MARYLAND CONSUMER PROTECTION LAW

(Maryland Code, Commercial Law Article, Title 13, Consumer Protection)

This law provides standards for the protection of consumers, and gives the Division of Consumer Protection the authority to enforce it through mediation, arbitration, and litigation. The Division may also undertake independent studies and investigations and public education. Following is a summary of the provisions of particular interest to tenants and landlords:

DEFINITIONS:

"Consumer" means an actual or prospective purchaser lessee or recipient of consumer goods, consumer services, consumer realty, or consumer credit.

"Consumer goods" includes consumer realty which is defined as property which is primarily for personal, household, family, or agricultural purposes.

"Merchant" means a person who directly or indirectly either offers or makes available to consumers any consumer goods, consumer services, consumer realty, or consumer credit.

"Advertisement" means (1) the publication, dissemination, or circulation of any oral or written matter, including labeling, which directly or indirectly tends to induce a person to enter into an obligation, sign a contract, or acquire title to interest in any merchandise, real property, intangibles, or service; (2) every devise to disguise any form of business solicitation by using: a word such as "renewal," "invoice," "bill," "statement," or "reminder," to create an impression of an existing obligation if there is none; or other language to mislead a person in relation to a proposed commercial transaction.

UNFAIR OR DECEPTIVE TRADE PRACTICES PROHIBITED: It is unlawful to engage in an unfair or deceptive trade practice in the rental, lease, or sale of consumer realty, or in the offer for rental, lease, or sale of consumer realty, regardless of whether or not a consumer is in fact deceived or damaged as a result. Unfair or deceptive trade practices include but are not limited to the following:

- (1) a false or misleading oral or written statement, visual description, or other representation which has the capacity, tendency, or effect of deceiving consumers;



## (Maryland Consumer Protection Law, continued)

- (2) representation that consumer realty has a sponsorship, characteristic, use, etc. which it does not have; or that it is of a particular standard, quality, or style which it is not;
- (3) failure to state a material fact if the failure deceives or tends to deceive;
- (4) advertisement or offer of consumer realty without intent to lease, rent, or sell as advertised or offered or with the intention of not supplying the reasonably expected demand.

Refusal by a landlord to give tenant a copy of the lease is considered an unfair trade practice.

Exemptions: This law does not apply to: (1) the professional services of an architect, certified public accountant, lawyer, insurance company, land or property line surveyor, or real estate broker or salesman;

- (2) a merchant regulated by the Maryland Public Service Commission; or
- (3) a television or radio station, or a publisher or printer, who broadcasts or prints an advertisement which violates the law, unless the station or the printer or publisher knew the advertisement was in violation, or engaged in an unfair or deceptive practice in the sale or offering of its own goods or service

Enforcement: The Consumer Protection Division in the Office of the Attorney General has responsibility for enforcing this law. The main office is in Balto. City, with full-time branches in Hagerstown, Salisbury, College Park, and Towson, and regular scheduled field visits to other towns throughout the state.

Any consumer who has been subjected to an act which violates this law may file a written complaint with the Consumer Protection Division. If the Division determines that there are reasonable grounds to believe that a violation has occurred, it will try to conciliate the matter by conference and persuasion, resulting in a written settlement agreement. The Division has the authority to access against a violator the costs of its investigation, and any damages which result from the "improper, incomplete or untimely restitution by the violator to the consumer of money, property, or other thing received from the consumer in connection with a violation.." (Sec. 13-204)



(Maryland Consumer Protection Law, continued)

If the Division determines that immediate, substantial, and irreparable injury is resulting from the violation, it may ask the Attorney General to seek an injunction without first attempting to conciliate the parties. Such an injunction may be sought at any time after a complaint has been filed.

In place of the conciliation procedure, the Division may respond to a complaint by holding a public hearing to determine if a violation has occurred. Each party may appear in person or by authorized representative, and may have the assistance of an attorney. All testimony is given under oath, and the Division has the power to summon persons and documents by subpoena. If the Division finds that a violation occurred, it will issue a cease and desist order and an order for affirmative action, including restitution of money or property. If the order is not complied with within 30 days, the Division may institute a civil court proceeding. A merchant found in violation for the first time is subject to a fine of up to \$300 for each violation; repetition of a violation will subject him to a fine of \$500 for each violation.

In addition to the above civil penalties, any person who violates this law is guilty of a misdemeanor, and is subject on conviction to a fine of up to \$1,000 or one year's imprisonment, or both.

Whenever the Division, through the Attorney General, brings an action in court, the Attorney General is entitled to recover the cost of the action.

A dispute arising under this law may be settled by arbitration in accordance with the Maryland Uniform Arbitration Act.

## CONVERSION TO CONDOMINIUM OWNERSHIP

(Maryland Code, Real Property Article, Title 11, Horizontal Property Act)

The condominium system of separate ownership of the individual units of multi-unit dwellings has become increasingly common since it was introduced in the United States in the 1950's. In Maryland, the owner of any property - an occupied apartment building as well as vacant, unimproved land - may subject that property to condominium ownership by following the procedure prescribed by law.

Following is a summary of those portions of state law governing the conversion of a traditional landlord-tenant multi-unit dwelling to condominium ownership, including the information which must be given to any tenant (or other person) who is a prospective buyer:

### 1. Establishing a condominium; filing requirements

The owner of any property may subject that property to condominium ownership by recording in the land records of the county where the property is located, the following:

a. A Declaration stating the name of the condominium which includes the word "condominium". The Declaration identifies the entire property, the limits of each unit, the common areas, the proportional financial interest of each unit, and the number of votes which each unit will have in the Council of Unit Owners.

b. By-laws, which will govern the operation and administration of the condominium.

c. The Condominium Plat, containing a survey of the property showing all the buildings; a floor plan of each building showing the location and dimensions of each unit; and the elevation of each unit.

### 2. Notice to tenants: right of tenants to remain in dwelling

At least 180 days before the planned date of conversion to condominium, the owner must give each tenant a written notice in the form specified by law. The notice informs the tenant that he is entitled to remain in his dwelling unit until the expiration of his lease or until the expiration of the 180 days period, whichever is longer. During that time he can be evicted only for breach of a covenant of the lease or for failure to pay rent. If tenant's lease expires during the 180 day period, he may have it

## (Conversion to Condominiums, continued)

extended on the same terms until the end of the 180 days. In addition, tenant is free to terminate his lease at any time during that period by giving landlord at least 30 days' written notice.

The notice must be delivered to tenant by hand or mailed to his last known address. It must also be given to each new tenant who thereafter leases any part of the dwelling before the date of conversion.

3. Information to be given to each prospective buyer

No contract for the initial sale of a unit to a member of the public will be enforceable by the seller unless the contract contains certain information specified by law (Section 11-124(i) and unless the purchaser is given the following information at least 15 days before the closing:

a. a copy of the proposed contract of sale for the unit.

b. a copy of the proposed Declaration and By-laws;

c. if the Council of Unit Owners is to be incorporated, then a copy of the proposed articles of incorporation;

d. a copy of any proposed management contract, employment contract, or any other contract related to use or maintenance of the condominium, which the unit owners or the Council of Unit Owners will participate in after the closing;

e. a copy of the projected annual operating budget for the condominium, including details concerning estimated monthly payments by unit owners for assessments, and monthly charges for the use of other facilities;

f. a copy of any lease which the unit owners or the Council of Unit Owners will participate in after the closing;

g. a description of any planned expansion of the condominium, including a description of each stage of expansion and the maximum number of units which can be added to the condominium;

h. a copy of the floor plan of the unit.

i. a description of any recreational or other facilities for use of unit owners, to be maintained by them or by the Council of Unit Owners, and a statement of whether they are to be part of the common areas;



(Conversion to Condominium, continued)

j. a statement indicating if any streets within the condominium are for public use or are to be maintained by the Council of Unit Owners; and

k. in the case of buildings completed more than 5 years before the recording of the Declaration, a statement of the physical condition of the building and its mechanical, electrical, and plumbing condition. For this statement, the seller may offer the report of a licensed architect or engineer.

After the purchaser has executed a contract of sale, the seller may not amend any of the above information without the approval of the purchaser if the change would materially affect the purchaser's rights. However, purchaser's approval is not required if the change is required by a governmental authority or a public utility.

4. Buyer may cancel the contract of sale

Within 15 days after receiving the information in 3. above, and within 5 days after receiving notice of any material change in the information, the prospective buyer may in writing cancel the contract of sale without stating any reason and without incurring any liability. Any deposits he made under the contract must be returned to him. The right to cancel ends at the closing.

5. False or misleading information: seller's liability to buyer

In the information described above, if the seller makes a false statement or material fact, or omits a material fact, he is liable to any person who purchases a unit from him. This liability lasts for 1 year from the time the facts constituting the cause of action are discovered or should have been discovered.

6. Purchaser's right cannot be waived.

The rights of purchasers under this law cannot be waived, but the right to rescind the contract ends at the closing.

## APPENDIX

## GLOSSARY

Confession of judgment - written consent of tenant that the landlord may have judgment against tenant automatically, without legal proceedings to determine the merits of the case.

Damages - the estimated money equivalent for a loss or injury.

Discriminate - to treat differently to make a distinction in favor of or against a person or thing.

Distrain - seizure of personal property.

Distress - the procedure of taking possession of the personal property of another to pay a debt which he owes.

Escrow - an item being held by a third person (a neutral person) who holds it until the fulfillment of some condition.

Exculpatory clause - a provision or clause which excuses someone from responsibility.

Evict - to eject a tenant by a judicial proceeding.

Holding over - retaining possession as a tenant after the end of the term.

Judgment - the official decision of a court upon the rights and claims of the people involved in the dispute brought to the court for determination.

Lease - an oral or written agreement, express or implied, which creates a landlord-tenant relationship.

Lessee - a tenant; one who enjoys the property by virtue of a lease.

Lessor - a landlord; one who grants the lease.

Liquidated damages - a specific sum of money which has been agreed upon by the parties to a lease (or other contract) as the amount of damages to be paid by a party who has breached the agreement.

Material breach - a breach (violation, failure to perform) which is important, substantial, not trivial.

Notice to quit - a written notice given by landlord to tenant, indicating that tenant must move from the premises at a time designated.



(Glossary, continued)

Option - the right to make a choice; a purchased privilege which gives the holder the power to make the agreement.

Personal Property - movable property or possessions, as distinguished from real property.

Premises - the land, building, or part of a building which is the subject of a lease or grant.

Real Property - land and buildings.

Rescind - to annul, cancel, terminate a contract, including a lease, and to restore the parties to the position they would occupy if no contract had been made.

Sublease - a lease of the premises granted by one who himself a tenant of the premises. A sublease is for a shorter term than the primary lease.

Subpoena - an order commanding the person on whom it is served to appear at certain proceedings to testify.

Subpoena duces tecum - an order commanding the person on whom it is served to appear at certain proceedings and to bring with him specified documents or other items which are in his possession.

Summary ejectment - a court proceeding, without jury, generally required by statute to be held promptly and speedily, wherein the landlord seeks to regain possession of the premises. "Summary" means short, concise.

Summons - a notice from the court to a specific person, informing him that a court proceeding against him has been commenced and that he must appear in court on the day named to respond to the complaint.

Warrant of restitution - an order of the court requiring that a specific person be restored to his original condition.



## WHAT THE TENANT HOPES FOR FROM THE LANDLORD

The following points are based upon BNI's several years of experience in handling tenant-landlord complaints. One of the facts of life in a rental situation is that there is no substitute for a good landlord or a good tenant. Law can help define the relationship and can detail the responsibilities of each party but there is always the undefined area which can only be covered by being decent, courteous and fair with each other.

Landlords often make a credit check, ask for references, and check with tenant's previous landlord in order to lessen the chance of having "problem" tenants. It is also good for tenants to check a prospective landlord to make sure he won't be a problem in ways similar to those outlined below. One way to do this is to interview tenants you might see at apartment complexes. Another way is to ask friends and acquaintances how they are treated by their landlord and, if he is a good landlord, then contacting him to see if he has rentals that would interest you.

1. The landlord should make an effort to communicate reasonably with the tenant. Such communication should be diplomatic in approach, thorough in explanation. Lack of proper communication is a major source of tension between tenant and landlord. Some examples:

- problems have arisen at an apartment complex. Tenants feel that the management has promised services that they have paid for and are not getting. Maintenance is not good. Tenants as individuals have a hard time getting management to listen to them so they form a tenant association. Management refuses to meet with tenant representatives and communication breaks down even further.
- landlord needs more time to make repairs but doesn't let tenant know this;
- air conditioning breaks down and is off for a month in mid-summer. Management does not explain and is evasive about when it might be fixed;
- a major problem develops with the water lines to a development. Without warning or explanation, management shuts off water for two days;
- management send eviction notices claiming violation of lease. Tenants have not been forewarned of any complaints against them.

(What the Tenant Hopes for From the Landlord, continued)

- a landlord who has been paying the water bill for some time, suddenly without explanation and without the notice required by law, sends the water bill to the tenant;
- Many form letters that landlord use are curt, poorly written, and cause unnecessary resentment. Landlords claim they are too busy to do otherwise, but the complications arising from this approach may cause greater problems. With a little thought, form letters could say the same thing but in a way to minimize resentment.

2. The landlord should present the tenant with a fair and reasonable lease, with no illegal clauses. The lease should be as concise as possible, in easy to understand language, and clearly outline the responsibilities of tenant and landlord. Landlord should take time to go over the lease with the tenant to make sure he understands it. Landlord should give a prospective tenant a copy of the lease in order that he may study it at leisure; and should give tenant a signed copy at time of signing or soon thereafter.

3. The landlord should be sure every tenant has in writing the "rules and regulations" (additional to the lease) under which he operates his property. The rules should be reasonable. It is acknowledged that some rules are more important than others, that the landlord has the legal right to waive a rule in a certain instance without losing his right to impose it in another case, and that certain situations call for waiving of the rules. For example, management may insert a "no pet" rule but allow those who already have pets to keep them. Even so, tenants complain that management favors certain tenants, and this causes considerable resentment..

4. The landlord should keep his promises to fix up the dwelling. Many times such promises are made before the tenant moves in and as an inducement to his moving in, and then are either not kept or the landlord takes months to complete repairs.

5. The landlord should make repairs in a workmanlike manner, in reasonable time, and without tenant having to make repeated requests for the same repair to be made.

6. The landlord should give proper notice in writing, as required by law, when he wants to raise rent, have the tenant vacate the premises, etc. Some landlords give fewer days notice than the law requires.

(What the Tenant Hopes from from the Landlord, continued)

7. The landlord should not abuse legal process. For example, some landlords who want to get rid of a tenant, instead of giving a proper 60-day notice (Baltimore City) refuse to accept the rent and then take the tenant to court for non-payment of rent and a speedy eviction.

8. The landlord should return the security deposit as soon as possible after the tenant has vacated the premises, and not wait until the expiration of the 45-day deadline period. He should make sure that any deductions from the security deposit are fair, are for damage beyond a reasonable interpretation of ordinary wear and tear, and that the deductions are adequately explained. (The rights of both parties are covered by the security deposit law).

9. The landlord should not retaliate against the tenant because the tenant has complained against the landlord to a public agency or has formed a tenant association.

Tenant associations are in fact no threat to a decent and professional landlord but are a way in which tenants and landlords can communicate with each other. If tenants' expectations are unreasonable they can be so informed through the association. The association in close cooperation with the landlord can make the apartment complex a better place to live.

YOU ARE INVITED  
TO SEND ADDITIONAL  
COMMENTS FOR INCORPORATION  
INTO FUTURE MANUALS



## WHAT THE LANDLORD HOPES FOR FROM THE TENANT

BNI invited the Property Owners Association of Baltimore City, and the Apartment Builders and Owners Council, and several individual landlords to give us their views. Following is a summary:

1. RULES- Tenants should read the Rules and Regulations of their particular apartment project. These regulations have been adopted by the owner to handle any problems which may arise, most of which affect tenants. Most rules are adopted to help make the apartment a better place to live, so that everyone can get along together and enjoy living there. These rules are developed for the protection of tenants and their quiet enjoyment of apartments.

2. RENT - Tenant should pay rent promptly. All owners have financial obligations, such as real estate taxes, mortgage payments, utility bills, and repairs. Therefore, it is important to the owner to collect rent promptly in order to maintain the building properly. If tenant expects to be unable to pay his rent on the due date, he should notify the landlord immediately to see if they can agree on an alternate arrangement, and to avoid court action and additional expenses.

3. NOISE - Most leases include noise regulations. This is one of the largest areas of complaints from apartment residents to owners. When living in multi-family units, residents must be considerate of their neighbors at all times and especially during normal sleeping periods. Moderation is suggested, as well as communication with each other, in the event anyone is disturbed. Utilization of carpets and draperies can be helpful in reducing sound transmission.

4. REPAIRS - Tenants can help the owners keep maintenance costs down by reporting everything that may be broken within their unit, even if it is their fault and they may be responsible for repair costs. Delay in reporting necessary maintenance only leads to additional expenses that result in higher rents to the residents. Tenants should not tinker with any items they do not understand, especially appliances, because of the possibility of damage or injury. If there are water or furnace leaks, tenant should immediately notify the landlord or the emergency office of the utility.

Whenever there is a problem, tenant should try to contact the landlord before calling a city agency.

(What the Landlord hopes for from the tenant, continued)

5. Moving Out Before End of Lease Term - If tenant decides to move before the expiration of his lease, he should contact the landlord immediately, in writing. Though the landlord must make an attempt to re-rent the apartment ( or house) as soon as possible, he is not responsible for obtaining a new resident for tenant's apartment in preference to other vacant units. Therefore, tenant should attempt to find a qualified person to rent his apartment or house. This should be discussed with landlord as soon as possible.

6. SECURITY DEPOSITS - To make sure that the security deposit will be refunded, the general condition of the apartment when tenant moves out should be the same as when he moved in, except for "ordinary wear and tear." A careful tenant will spackle nail holes, remove trash and debris, clean the kitchen and bathroom, and give the keys to the proper person. (See "Ordinary Wear and Tear", page 24.)



## BALTIMORE NEIGHBORHOODS, INC.

319 East 25th Street  
Baltimore, Maryland 21218  
243-6007

BNI, established in 1959, is a non-profit, tax exempt, citizens' organization operating in the Baltimore Metropolitan area. Its Board of Directors is composed of thirty-five representatives of the business community, labor movement, Black community, academic institutions, the religious community, and the Baltimore County Fair Housing Council.

### BNI'S PURPOSE IS TO HELP:

#### 1. Maintain viable interracial communities by

- providing advice and assistance on how to maintain integrated neighborhoods, including a guide "Neighborhoods and Integration"
- fighting blockbusting, racial steering, racial harassment

#### 2. Create an open housing market by

- educating the general public and the housing industry as to State and Federal laws forbidding discrimination by reasons of race, creed, color, national origin, sex, marital status, physical or mental handicap
- encouraging the Black community to consider the total metropolitan housing market when seeking shelter
- upholding open housing laws by investigating and mediating complaints of housing discrimination and by obtaining evidence through testing.

#### 3. Eliminate racial prejudice

- directly when the occasion arises, and by educating the community to more careful observance of civil rights

#### 4. Expand the rights of tenants and improve tenant-landlord relations by

- mediating disputes between tenants and landlords
- giving advice and information to landlord and tenants on landlord-tenant problems



(Baltimore Neighborhoods, continued)

- encouraging the formation of tenant organizations

IF YOU HAVE A TENANT-LANDLORD  
PROBLEM OR FEEL YOU HAVE BEEN  
DISCRIMINATED AGAINST CALL  
BNI AT 243-6007

## A Checklist for Renters

You can use the list of questions below to check an apartment before you move in. With some exceptions, you can also use it to log complaints about apartment conditions stemming from a landlord's failure to perform proper service or maintenance. Some questions cannot be answered by simple observation and may require interviewing tenants of other apartments in the building or asking the opinion of an expert knowledgeable in building problems (an architect or engineer).

1. What is the rent per month?
2. Is a security deposit required? If so, how much is it and under what conditions is it held?
3. Does the lease say rent can be increased if real-estate taxes are raised, sewer or water assessments are hiked, or for any other reason?
4. Do you pay extra (and how much) for such things as utilities, storage space, air-conditioning, parking space, master TV antenna connection, use of recreation areas (such as pool or tennis courts), installation of special appliances, late payment of rent, etc.?
5. Read the lease carefully (for advice on doing this, see the accompanying report). Mark any provisions that seem especially objectionable to you and try to have them removed from your lease. List also the provisions (not included) that you would like, such as a sublet clause. Try to have these added.
6. Assess the maintenance services: Is there a resident superintendent? Are maintenance hours (for usual services) restricted? How is emergency service handled?
7. How is refuse disposal handled? Are facilities easily accessible? Are they well kept and clean?
8. Laundry facilities: How many washers and dryers are available? Are they in good working order? (A washer and dryer for every 10 apartments is a good ratio.)
9. Building lobby: Is it clean and well-lighted? Does it have a lock or other security provisions? Is there a doorman? If so, for how many hours a day? How are deliveries handled?
10. Entrance and exit: Is an elevator provided? If so, is it in good working condition? Are the stairs well lit and in sound condition? Are fire exits provided? Is there a fire alarm or other warning system?
11. Hallways: Are they clean and adequately lit? Are they otherwise in good condition?
12. Are there signs of insects present? Of mice or rats?
13. Bathroom(s): Are the plumbing fixtures in good working order and reasonably clean? Does the hot water supply seem adequate? Are the tiles (if room is tiled) sound?
14. Kitchen: Is the sink in good working order, reasonably clean, and provided with drain stoppers? Does the stove seem to be in good working order and reasonably clean? Is the refrigerator in good working order? Does it have a separate-door freezing compartment? If there is a dishwasher, is it in good working order?
15. Air-conditioning: Is the entire building air-conditioned?

If not, are there separate units and are they functioning properly (if it's summer)?

16. Wiring: Are there enough electrical outlets? (Two or three to a room is the minimum.) Do all the switches and outlets work? Are there enough circuits in the fuse box (or circuit-breaker panel) to handle the electrical equipment you expect to install? (If there is a serious question, get an expert opinion.)

17. Does the heating system seem to be in good working order? Is it providing adequate heat (if it's winter)?

18. Is there a fireplace? If so, are there any signs (such as smoke stains) that it has not worked properly?

19. Windows: Are any broken? Can they be opened and closed easily? Are screens provided? Are there drafts around the window frame? Does the landlord arrange for the outside of the windows (in high-rise buildings) to be cleaned? And if so, how often?

20. Floors: Are they clean? Are they marred or gouged? Do they have any water stains indicating previous leaks?

21. Ceilings: Are they clean? Is the plaster cracked? Is the paint peeling? Do they have any water stains indicating previous leaks?

22. Walls: Are they clean? Is the plaster cracked? Is the paint peeling? Does the paint run or smear when rubbed with a damp cloth?

23. Telephone: Are phone jacks already installed? Are they in convenient locations?

24. Television: Is TV (or hi-fi) playing forbidden at certain hours? Is an outside antenna connection provided? Is there a cable-TV connection?

25. Is ventilation adequate? Is there an exhaust fan in the kitchen?

26. Lighting: Are there enough fixtures for adequate light? Are the fixtures in good working order? Does the apartment get reasonably adequate natural light from the windows?

27. Storage space: Is there adequate closet space? Are there enough kitchen and bathroom cabinets? Is there long-term storage space available in the building for your use?

28. Security: Does the entry door have a dead-bolt lock? A security chain? A through-the-door viewer?

29. Soundproofing: Do the walls seem hollow (when thumped) or solid? Can you hear neighbors upstairs, downstairs, or on either side of you?

30. Outdoor play space: Is it provided? If so, are facilities well maintained?