

Frequently Asked Questions

Do I Need a Lawyer?

You are not required to have a lawyer; many people who bring cases before the District Court represent themselves. However, an attorney may be helpful in advising you about your case and representing you; many offer lowcost consultations that will help you defend yourself. In most cases, corporations and other business entities must be represented by an attorney.

What Happens in Court in Failure to Pay Rent Cases?

If one party doesn't appear, the court may postpone the trial, issue a judgment, or dismiss the case. If both the landlord and tenant appear, the court may:

- Listen to both parties present their version of the dispute. If the court rules in favor of the landlord, the court may issue an *Order of Possession*. In certain limited circumstances, the court may enter a monetary judgment in the amount of the rent due and the costs of the suit or
- Postpone the trial to allow either party to obtain necessary witnesses.

What Should I Bring to Court?

Both parties should bring all court documents and evidence to support their respective claims. Evidence may include the lease, accounting records, cancelled checks, photographs and any other appropriate documents.

What Are the Costs?

Fees may apply for certain court filings. Ask the clerk for the cost of filing.

How Do I Request a Postponement?

Requests for a postponement by either the landlord or tenant must be made in writing before the trial date. The person requesting the postponement must mail a copy of their request to the opposing party and certify in writing that they have done so.

Can I Be Evicted If the Rent Is Paid?

In most cases the tenant cannot be evicted if the amount the court decided was due, plus court costs, is paid prior to the eviction. Payment to the landlord must be in cash, certified check or money order.

Exceptions: If a tenant has had three judgments of possession (four in Baltimore City) entered against him/her during the twelve months before the current suit, a landlord may request that the court deny the tenant's right to redeem the property. If the judge grants the request, the tenant may be evicted even if he/she pays the rent due.

Can I Get Assistance?

Any tenant who cannot pay past due rent should talk to his/her landlord and attempt to work out a reasonable schedule of payments. The Department of Social Services may help.

What Are My Rights to a Jury Trial?

There are no jury trials in District Court. If the amount of the claim exceeds \$10,000, or the tenant's interest in the lease is more than \$10,000, either party may request a jury trial which is transferred to the circuit court. Landlords must request a jury trial in writing when filing court forms; tenants must make their requests in writing prior to the date of the District Court trial. Circuit court procedures may differ. See *Landlord/Tenant* brochure for information on landlord actions against tenants.

How Do I Collect Money Damages?

The court will not collect money for you. It is your responsibility to collect damages awarded by the court. See District Court brochure: *Post Judgment*.

How Is a Case Appealed?

A tenant and landlord have the right to appeal a judgment. To appeal, an *Order of Appeal* must be filed within a specified time frame - in failure to pay rent cases within 4 working days; in all other actions of possession, 10 calendar days including weekends and holidays. If the court is closed on the last day for filing an appeal, it may be filed by close of business on the next day the court is open. The appeal will be heard in circuit court.

How Do I File for Housing Discrimination?

Housing discrimination complaints are handled by the United States Department of Housing and Urban Development (HUD.)

Mediation: an Alternative

The District Court's Alternative Dispute Resolution Program (ADR) offers mediation free of charge. It is less formal, time-consuming and costly than going to court. A trained mediator works with both sides to resolve the problem and arrive at a mutually agreeable solution. If mediation proves unsuccessful, you may still seek resolution in court. For more info., call:

Alternative Dispute Resolution Office
Phone: (410) 260-1676; Fax: (410) 260-3536
<http://mdcourts.gov/district/adr/home.html>

It is the mission of the District Court of Maryland to provide equal and exact justice for all who are involved in litigation before the court.

For more information on Maryland courts and their procedures, please contact a clerk in any state or county courthouse or visit the Maryland Judiciary website:

<http://mdcourts.gov>

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DC/CV82TBR (Rev. 10/2009)



How Tenants Can
Resolve Disputes
with Landlords

Tenant/
Landlord

As a tenant in Maryland, you have certain rights and remedies in regard to disagreements with a landlord. You have the right to:

1. Live in a property that is not a fire hazard or a **serious** threat to life, health or safety.
2. Live in the rented property, free from persistent noise or ongoing disturbances caused by the landlord or other tenant(s).
3. Protection against illegal entry of premises by landlord.
4. Return of the security deposit with interest, within 45 days of the legal end of tenancy, provided there are no reasons for it to be withheld.
5. Defend against legal actions taken by landlord. (A landlord may sue tenant for failure to pay rent, failure to vacate premises, breach of lease and damages to property. Each one of these actions may lead to the eviction of the tenant and claims for damage.)

If you feel any of your rights have been violated, speak first with your landlord and document your complaints and requests in writing. The chart to the right describes some common problems. See a clerk for additional information.

Preliminary Action: When preliminary action is required, tenant must prove that they completed the preliminary action and that the action was legally taken.

Documentation must be presented in court.

Court Action: Actions differ depending upon filing. Fill out forms carefully; inaccurate information, such as wrong name or address, may cause case to be dismissed or delayed.

Optional Action: The law may provide alternative remedies. You must select appropriate action. Be aware of consequences of action chosen.

You Must Prove: Success is dependent upon your ability to prove legal actions were taken.

Laws vary in different counties and cities. The court clerk can explain court processes and procedures to you. Tenants with prior judgments may not be eligible to file certain actions.

Problem	Serious Health or Safety Issues	Quiet Enjoyment Covenant (Excessive Noise)	Illegal Entry by Landlord	Failure to Return Security Deposit	Landlord Sues Tenant
Preliminary Action	Condition must pose serious threat to life, health or safety. 1. Request inspection from Dept. of Health or Housing. ¹ 2. Notify landlord about the problem by certified mail. ² 3. Allow landlord sufficient time to correct problem. ³	1. Notify landlord about the problem by certified mail. ² 2. Allow landlord sufficient time to correct problem. ³	Check lease; lease may provide landlord with certain legal rights of entry.	Wait 45 days from end of tenancy. If you dispute written notification from landlord as to why deposit was withheld, you may file immediately.	You may try to reach a new agreement with landlord and get landlord to drop the case.
Court Action	File <i>Petition for Rent Escrow/Injunction</i> (DC/CV83) against landlord.	File <i>Petition for Rent Escrow/Injunction</i> (DC/CV83) against landlord.	File criminal action for trespassing; call police.	1. File civil <i>Complaint</i> (Form DC/CV1), a Small Claims action. 2. Serve landlord with complaint summons/notice. ⁵	None required by tenant; simply appear in court for trial.
Optional Actions	Refuse to pay rent; wait for landlord to sue in rent court; raise conditions as defense. Preliminary actions still required.	1. Refuse to pay rent; wait for landlord to sue in rent court; raise conditions as defense. Preliminary actions still required. 2. Move out. ⁴	File <i>Petition for Injunction</i> (DC/CV83) against landlord, using the quiet enjoyment covenant.		
What You Must Prove	1. You notified landlord of problem. 2. Hazard poses substantial risk to health and safety. 3. You allowed landlord sufficient time to correct problem. ³	1. You notified landlord of problem. 2. Disturbance posed substantial breach of quiet enjoyment covenant. 3. You allowed landlord sufficient time to correct problem. ³	Landlord entered premise illegally.	1. You made deposit. 2. Landlord did not notify you about withholding deposit. 3. You terminated your lease legally.	You must defend your actions in court.
Considerations	If you withheld rent and landlord wins, you may be required to pay back rent and other fees. Minor defects are not covered under law.	If you withheld rent and landlord wins, you may be required to pay back rent and other fees. If you moved out, you may be held to the terms of lease.	Landlord has right to fair and reasonable entry, upon request.	Landlord is liable for up to three times amount of deposit withheld, plus reasonable attorney's fees.	Landlord wins case if you fail to appear; eviction may result.

Notes

1. If violation is found, inspector issues violation notice to landlord. If violations are found, ask the court clerk how to subpoena the inspector to appear in court.
2. Certified mail provides proof that mail was delivered.
3. Court considers severity of problem in determining the length of time needed to fix problem. A reasonable time frame is generally considered to be less than 30 days.
4. If you move out, you may (1) wait for landlord to sue you for breach of lease or (2) sue landlord for damages, repayment of deposit and release from lease by filing a *Petition for Injunction*.
5. The summons/complaint must be delivered or served to the person named in the court process within a specified time-frame and according to the law. Notice may be served by certified mail, private process server or sheriff or constable.