



# DISTRICT COURT OF MARYLAND FOR

Located at \_\_\_\_\_

Court Address \_\_\_\_\_

City/County \_\_\_\_\_

Case No. \_\_\_\_\_

Tenant(s) \_\_\_\_\_

vs.

Landlord(s)/Agent(s) \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Telephone Number \_\_\_\_\_

Serve By:

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## COMPLAINT FOR RENT ESCROW and BREACH OF WARRANTY OF HABITABILITY (Real Property §§ 8-211 & 8-212)

1. I rent the property located at \_\_\_\_\_

2. My rent is \$ \_\_\_\_\_ ☐ per month ☐ per week I last paid my rent on: \_\_\_\_\_

3. The property has: *Check all that apply.*

- ☐ no heat ☐ no running water ☐ inadequate sewage disposal facilities  
☐ no hot water ☐ no electricity ☐ fire hazard ☐ rodent infestation in 2+ units  
☐ structural defect which presents a serious and substantial threat to the physical safety of occupants  
☐ other serious and substantial threat to the life, safety or health of an occupant (*describe*) \_\_\_\_\_

4. The landlord was notified of the above issues on \_\_\_\_\_ by the following method(s): *Check all that apply.*

- ☐ in person ☐ by phone ☐ text message ☐ in writing ☐ regular mail ☐ certified mail  
☐ e-mail ☐ other written notice ☐ other actual notice ☐ a written violation, condemnation, or other notice  
☐ other: \_\_\_\_\_

5. I am asking the court to: *Check all that apply.*

- ☐ order the landlord to fix the problems  
☐ allow me to pay my rent to the court until the problems are fixed  
☐ reduce my rent to \$ \_\_\_\_\_ until the problems are fixed  
☐ reduce my rent, paid or owed, starting from when my landlord was first told about these problems, in the **total amount** of \$ \_\_\_\_\_  
☐ give me back the rent paid to the court, after all problems are fixed  
☐ end my lease  
☐ (Breach of Warranty of Habitability only) award damages in the amount of \$ \_\_\_\_\_  
☐ (Breach of Warranty of Habitability only) terminate the lease, return any unused portion of the security deposit, and award relocation expenses  
☐ award attorney fees, costs, and expenses related to this case  
☐ other: \_\_\_\_\_

6. Prior judgments:

- ☐ During the last 12 months, the landlord has obtained \_\_\_\_\_ judgments for possession of this property against me.

7. Additional paperwork is attached to this petition: ☐ Yes ☐ No

### MILITARY SERVICE AFFIDAVIT

I hereby affirm under the penalty of perjury that my landlord ☐ is ☐ is not in the military service. That facts on which I base this statement are: \_\_\_\_\_. OR, ☐ I don't know whether my landlord is in the military service.

Date and signature as to the Complaint and the Affidavit: \_\_\_\_\_

Date \_\_\_\_\_

Signature of Tenant or Attorney \_\_\_\_\_

Attorney Number \_\_\_\_\_

### WRIT OF SUMMONS

TO THE LANDLORD:

You are summoned to appear for trial on \_\_\_\_\_ at \_\_\_\_\_ in this court to answer the Complaint for Rent Escrow and Breach of Warranty of Habitability above.

Date \_\_\_\_\_

Signature of Clerk \_\_\_\_\_

To request a foreign language interpreter or a reasonable accommodation under the Americans with Disabilities Act, or other applicable Maryland or federal law, please contact the court immediately. Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.