

**DISTRICT COURT OF MARYLAND FOR**

Located at _____

Court Address _____

Telephone _____

City/County _____

Case No. _____

Landlord (Plaintiff) _____

VS. _____

Tenant (Defendant) _____

Tenant (Defendant) _____

Tenant (Defendant) _____

Address of Landlord/Attorney _____

Address of Tenant _____

City, State, Zip _____

Telephone _____

City, State, Zip _____

Telephone _____

COMPLAINT AND SUMMONS AGAINST TENANT IN BREACH OF LEASE**(Real Property § 8-402.1)**

1. Plaintiff is the landlord of the premises located at: _____ and occupied by the defendant(s) as (a) tenant(s), under a written lease which expires on _____ Date _____.
2. Is the property required to be licensed in order to operate as a rental property? _____
☐ No ☐ Yes, provide license number and expiration date: _____
☐ Yes, but unlicensed because: ☐ exempt; ☐ of reasons under RP § 8-406(c)(1)(iii), (iv), or (v); ☐ Other _____
3. The lease permits the landlord to recover the premises if the tenant(s) breaches the lease. The tenant(s) is (are) in breach of the lease, because _____ (attach second sheet if necessary).
4. The landlord has given the tenant(s) ☐ 30 days written notice ☐ 14 days written notice (because the breach causes a clear and imminent danger of serious harm to others or the property) that the tenant(s) is (are) in violation of the lease, and that the landlord desires to repossess the premises. The written notice is dated _____, and a copy of that notice is attached to this complaint.
5. The tenant(s) or person(s) in actual possession has (have) not vacated the premises. The plaintiff asks for an Order of Restitution of the possession of the leased premises ☐ and court costs of \$ _____.
☐ All the tenant(s) on the lease are listed above.

SCRA INFORMATION

- ☐ At least one tenant is in the military service. Name of tenant(s) in the military: _____
- ☐ No tenant is in the military service. The facts supporting this statement are: _____

Specific facts must be given for the court to conclude that each tenant who is a natural person is not in the military.

☐ I am unable to determine whether or not any tenant is in the military service. ☐ Verified through DOD at: scra.dmdc.osd.mil/
 I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief.

Signature of Landlord/Attorney _____

Attorney Number _____

Address _____

Printed Name _____

City, State, Zip _____

Date _____

Telephone _____

Fax _____

E-mail _____

SUMMONS**STATE OF MARYLAND,** _____ :

To the sheriff/constable:

IT IS ORDERED that you notify by first-class mail and summon the defendant(s) to appear in the District Court shown above on _____ at _____ ☐ AM ☐ PM and to show cause, if any, why restitution of the possession of the property should not be made to the plaintiff, and that if the defendant(s) do(es) not appear, judgment may be entered against the defendant(s) for the relief demanded;

IT IS FURTHER ORDERED that if you are unable to serve the summons on the defendant(s), or upon the known or authorized agent of the defendant(s), you are to affix a copy of the summons conspicuously upon the property.

Returnable to this court on or before _____ Date _____.

Date _____

Judge/Clerk _____

ID Number _____

NOTICE TO THE TENANT(S): (1) If there is any rent due, the landlord may, prior to the trial date shown, file a summary ejectment proceeding for failure to pay rent, and a warrant of restitution (eviction) may be issued.

(2) Information about available protections for pets during an eviction can be found through the Maryland Department of Agriculture's website at mda.maryland.gov/Pages/Pets-and-eviction.aspx

(3) 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.

Need legal help or rental assistance? Talk with a lawyer at a Maryland Court Help Center. Free. Online. In Person. By Phone.
 ¿Necesita ayuda legal o asistencia con el alquiler? Hable con un abogado en un Centro de Ayuda de Los Tribunales de Maryland. Gratis. En línea.
 En persona. Por teléfono. mdcourts.gov/helpcenter 410 260-1392.



DISTRICT COURT OF MARYLAND FOR

Located at

Court Address

Telephone

City/County

Case No.

Landlord (Plaintiff)

VS.

Tenant (Defendant)

Address of Landlord/Attorney

Tenant (Defendant)

Tenant (Defendant)

Address of Tenant

City, State, Zip

Telephone

City, State, Zip

Telephone

COMPLAINT AND SUMMONS AGAINST TENANT IN BREACH OF LEASE

(Real Property § 8-402.1)

1. Plaintiff is the landlord of the premises located at: _____ and occupied by the defendant(s) as (a) tenant(s), under a written lease which expires on _____ Date
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 - ☐ No ☐ Yes, provide license number and expiration date: _____
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I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief.

Signature of Landlord/Attorney

Attorney Number

Address

Printed Name

City, State, Zip

Date

Telephone

Fax

E-mail

SUMMONS

STATE OF MARYLAND, _____ :

To the sheriff/constable:

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IT IS FURTHER ORDERED that if you are unable to serve the summons on the defendant(s), or upon the known or authorized agent of the defendant(s), you are to affix a copy of the summons conspicuously upon the property.

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SHERIFF/CONSTABLE RETURN TO COURT

☐ I mailed a copy of Writ of Summons, Complaint, and all supporting papers by first-class mail to

_____, on _____, ☐ AM ☐ PM.
Tenant(s) Date Time

☐ I served a copy of Writ of Summons, Complaint, and all supporting papers by delivery to

_____, _____ on _____
Name Title Date Time ☐ AM ☐ PM at _____
Location

The person I left the papers with acknowledged being: (1) a resident of above listed address; (2) 18 years of age or older; (3) of suitable discretion in that the relationship to the defendant is _____; and that (4) the above listed address is the defendant's residence or usual place of abode. The facts upon which I concluded that the individual served is of suitable age and discretion are: _____

Description of the person served: Race _____ Sex _____ Ht _____ Wt _____ Hair _____ Eyes _____ Age _____
Other _____

☐ Neither the tenant(s) nor a person in possession of the property could be served so I affixed an attested copy of Writ of Summons and Complaint conspicuously upon the premises described in complaint on _____
Date

Date

Signature of Sheriff/Constable

Printed Name

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Case No. _____

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VS. _____

Tenant (Defendant) _____

Address of Landlord/Attorney _____

Tenant (Defendant) _____

Tenant (Defendant) _____

Address of Tenant _____

City, State, Zip _____

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Signature of Landlord/Attorney _____

Attorney Number _____

Address _____

Printed Name _____

City, State, Zip _____

Date _____

Telephone _____

Fax _____

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**DISTRICT COURT OF MARYLAND FOR**

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Landlord (Plaintiff) _____

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Tenant (Defendant) _____

Address of Landlord/Attorney _____

Tenant (Defendant) _____

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City, State, Zip _____

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Signature of Landlord/Attorney _____

Attorney Number _____

Address _____

Printed Name _____

City, State, Zip _____

Date _____

Telephone _____

Fax _____

E-mail _____

DISPOSITION

The following parties appeared on final trial date: ☐ landlord ☐ tenant 1 ☐ tenant 2 ☐ tenant 3 ☐ tenant 4

- | | |
|--|--|
| <input type="checkbox"/> Judgment in favor of landlord
<input type="checkbox"/> By default <input type="checkbox"/> After trial <input type="checkbox"/> By consent
<input type="checkbox"/> For possession of the premises described in the complaint
<input type="checkbox"/> and \$ _____ costs.
<input type="checkbox"/> Voluntary dismissal by _____
<input type="checkbox"/> Landlord <input type="checkbox"/> Stipulation of parties | <input type="checkbox"/> Case dismissed
<input type="checkbox"/> Landlord FTA <input type="checkbox"/> No party appeared
<input type="checkbox"/> Other _____
<input type="checkbox"/> Judgment for tenant(s)
<input type="checkbox"/> After trial <input type="checkbox"/> By consent
<input type="checkbox"/> Execution stayed until _____
<input type="checkbox"/> Execution stayed by filing an approved appeal bond in the amount of \$ _____ |
|--|--|

Date _____

Judge _____

ID Number _____