

FREQUENTLY ASKED QUESTIONS

DO I NEED A LAWYER?

In some instances, corporations and certain other business entities must be represented by an attorney. Otherwise, you are not required to have a lawyer, although one could be helpful to you.

WHAT HAPPENS IN COURT?

When both sides appear: the Court will hear both sides of a case and make a decision. If the landlord wins, the Court will enter a judgment of possession, and if there was personal service on the tenant, the Court may also issue a money judgment in the amount of rent and costs due.

When the landlord fails to appear: the Court will most likely dismiss the case.

When the tenant fails to appear: the Court will most likely enter a judgment in favor of the landlord.

WHAT SHOULD I BRING WITH ME TO COURT? You should bring all of your evidence, that is, whatever you have that you believe would support your claim or defense.

HOW DO I REQUEST A POSTPONEMENT? You should make your request in writing prior to the court date, send a copy of your request to the opposing party, and certify that you have done so. However, you may also request a postponement in court on the trial date.

HOW DOES THE EVICTION PROCESS WORK?

To begin the process of eviction, the landlord requests a **Warrant of Restitution**.

If the tenant does not pay all rent and costs determined by the Court to be due, the tenant will be evicted. Generally, the tenant may prevent eviction by paying all rent and costs due at any time before the eviction. This is known as the **tenant's right of redemption**.

Exception: Foreclosure of the right of redemption: If there have been 3 prior judgments for possession (4 in Baltimore City) in the preceding 12 months, the Court may foreclose (deny) the right of redemption.

WHAT ARE MY RIGHTS TO A JURY TRIAL?

Jury trials are held in the Circuit Court, not the District Court. If the amount of the claim exceeds \$15,000, or if the value of the tenant's interest in the leasehold is greater than \$15,000, either party may request a jury trial. Jury trial requests must be in writing. In a residential tenancy, a request for a jury trial may be filed no later than the first appearance of the parties in District Court.

HOW DO I FILE A CLAIM FOR HOUSING DISCRIMINATION?

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

HOW DO I FILE AN APPEAL?

Each party has the right to appeal by filing an appeal on form DC/CV 37. In failure to pay rent cases, the appeal must be filed no later than 4 business days after the date of judgment. In all other actions for possession, the appeal must be filed no later than 10 calendar days after the date of judgment. Whether the appeal is *de novo* (a new trial) or on the record depends on the amount in controversy. The filing of an appeal does not automatically stay the eviction. Posting the bond ordered by the Court will stay the eviction until the Circuit Court decides the appeal.

MEDIATION: AN ALTERNATIVE

The District Court's Alternative Dispute Resolution Program (ADR) offers mediation free of charge. It is less formal, less time-consuming and less costly than going to court. A trained mediator will work with both sides to try to arrive at a mutually agreeable solution. If mediation is not successful, you may still seek a decision by the Court.

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

www.mdcourts.gov

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.

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How Tenants
Can Resolve
Disputes with
Landlords

Information
for Tenants

RIGHTS AND REMEDIES OF THE TENANT

Filing with the Court:

Please make sure that your paperwork is accurate and legible. All correspondence with the Court after the initial filing should include the case number and a certification that you sent a copy to the landlord. The proper location for filing is in the county where the property is located.

Specific Problems and Court Remedies

SERIOUS HEALTH OR SAFETY ISSUE(S)

What to file: Petition in Action of Rent Escrow (DC/CV 83). **Note:** You may also raise a serious health or safety issue as a defense if your landlord files a **Failure to Pay Rent** case against you. The information below regarding notice and what you must prove still applies.

What is covered? Conditions and defects that constitute a fire hazard or a serious and substantial threat to the life, health or safety of occupants, including, but not limited to:

- (1) lack of heat, light, electricity, or hot or cold water, except where the tenant is responsible for their payment and the lack thereof is the direct result of the tenant's failure to pay,
- (2) lack of adequate sewage disposal,
- (3) rodents in two or more dwelling units,
- (4) structural defect which presents a serious and substantial threat to physical safety, or
- (5) a condition which presents a health or fire hazard to the dwelling unit.

Minor defects that do not constitute a health or safety hazard are not covered.

Do I have to do anything before filing?

Yes. You must give the landlord **notice** of the defect(s) or condition(s) by: (1) certified mail listing the conditions or defects, (2) actual notice of the defects or conditions, or (3) a notice from a government agency stating the asserted conditions or defects.

What do I have to prove?

(1) The existence of covered condition or defect, (2) notice to the landlord, (3) the landlord was given a reasonable time to make the repair(s) [more than 30 days is presumed by law to be unreasonable], and (4) the landlord has failed to do so.

What can the court do?

If the tenant is successful, the court may do one or more of the following: (1) order the landlord to make the repairs, (2) reduce the rent due, (3) order that the rent be paid into the court escrow instead of to the landlord, or (4) terminate the lease.

LANDLORD FAILS TO RETURN YOUR SECURITY DEPOSIT

What to file: District Court Complaint (DC/CV 1). **Note:** you must have the landlord personally served.

Do I have to do anything before filing?

No.

What do I have to prove?

(1) The tenancy has terminated, and (2) the landlord, without a reasonable basis, failed to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy.

Tenant's Rights:

(1) You have the right to be present at the inspection of the premises for damages, provided that you gave at least 15 days' notice by certified mail of your intention to move, the date of move, and your new address.

(2) The landlord must send you notice by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed and costs actually incurred.

What can I recover? Up to 3 times the amount wrongfully withheld, plus reasonable attorney's fees.

LANDLORD FAILS TO PAY UTILITY BILL

If your lease requires the landlord to pay gas or electric bills and you made payments to a public service provider for those utilities and/or a security deposit or fee to open a new account, you can deduct the payments from the rent due.

BREACH OF THE COVENANT OF QUIET ENJOYMENT

What to file: Petition for Injunction (DC/CV 83) [to request the Court to order the landlord to comply].

The Covenant of Quiet Enjoyment means that the landlord must control disturbances to your peaceful enjoyment of the rental property that s/he has the ability and authority to control.

Note: the Court may require that you previously notified the landlord of the problem and gave the landlord a reasonable opportunity to correct it.

ILLEGAL ENTRY, LOCKOUT, OR DIMINUTION OF SERVICES BY LANDLORD

1. When the landlord enters the rental premises without legal authority, you can file:

- (a) Petition for Injunction (DC/CV 83) for breach of the Covenant of Quiet Enjoyment, or
- (b) Petition for Peace Order (DC/PO 1, DC/PO 1A, DC/PO 1S; see brochure CC-DC/DV/PO 1BR for more details), or
- (c) a criminal trespass charge.

2. When landlord unlawfully locks a tenant out or otherwise unlawfully causes a diminution of services to the tenant, tenant may be entitled to be placed back in possession of the property, or an award of actually monetary damages, attorneys fees, and costs, depending on the circumstances.