



Rent Escrow Part 1: What is Rent Escrow?

Tenants may use rent escrow to force landlords to repair serious or dangerous conditions in the property. If approved by the court, tenants pay rent into an escrow account until a landlord makes repairs. If you have questions, get help. Tenants and non-business landlords may receive free advice, but not representation, from lawyers at the Maryland Court Help Center. Call 410-260-1392 or visit mdcourts.gov/helpcenter.

What is Rent Escrow?

- Maryland law requires landlords to fix conditions that are a serious threat to the life, health, or safety of their tenants.
- When a landlord fails in this duty, a tenant may file a rent escrow case with the District Court.
- Tenants may also raise rent escrow as a defense to a failure to pay rent case.
- In a rent escrow case, a tenant is usually required to pay rent directly to the court. The court will hold the tenant's money until the conclusion of the case.
- When the case ends, the court may give the money to the landlord, may give it back to the tenant, or may split it between both parties. The court may also end a lease early or allow it to continue until it expires.

What Problems May Qualify?

- Problems covered by the rent escrow law must be a substantial and a serious threat to a tenant's life, health and safety.
- Examples of serious conditions that may qualify include:
 - no heat in the winter;
 - no electricity;
 - no running water;
 - rodent infestation;
 - mold;
 - bedbugs;
 - sewage back up;
 - lead paint;
 - structural defects; and
 - fire hazards.



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- The court may dismiss an escrow case if the tenant has caused the problem or if the tenant is refusing to allow the landlord access to fix the problem.

The Landlord's Time to Repair

- Before withholding rent, a tenant must notify the landlord about the problems in the unit and allow a reasonable time for the landlord to make repairs. The best way give notice to the landlord is to do so in writing, so you have proof.
- Once the landlord receives notice, the law gives them a reasonable amount of time to make repairs. Usually, the court will consider it unreasonable for a landlord to take more than 30 days to make repairs once they are made aware of the problem.
- A county or city housing inspector may give the landlord a shorter deadline to make repairs. If so, the court may consider the housing inspector's deadline to be reasonable.

For information on how to start a rent escrow case watch *Rent Escrow Part 2: The Rent Escrow Process*.