

The background features a dark blue gradient with a subtle pattern of white dots. Overlaid on this are several circular and semi-circular graphic elements in a lighter blue color. These include concentric circles, dashed lines, and a large scale on the left side with numerical markings from 140 to 260. Some of the circles contain curved arrows, suggesting a cycle or process.

EVICTIION PREVENTION

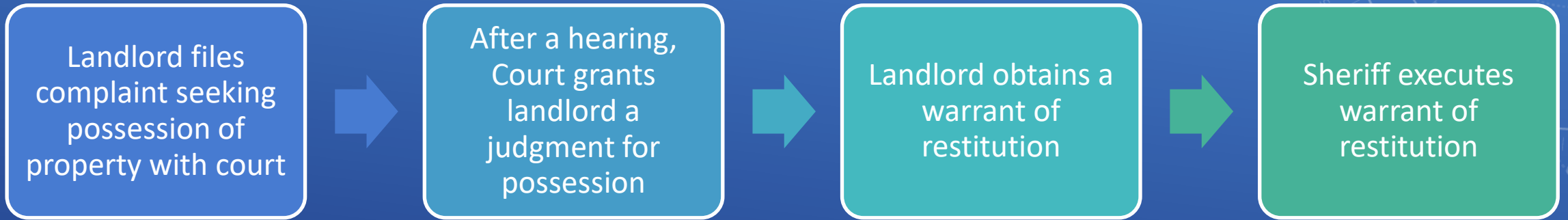
COMMUNITY LEGAL SERVICES OF PRINCE GEORGE'S COUNTY, INC.



ATTORNEY FUNDING OPPORTUNITIES

- Failure to Pay Rent Same- Day Representation
 - \$100 per AM/PM docket
 - AM dockets= 8:45 AM, 10:45 AM
 - PM docket= 1:15 PM
 - 2-3 volunteers per docket
- Rent Escrow, Tenant Holding Over, Breach of Lease, Wrongful Detainer
 - \$80/ hour, up to \$500 per case
 - These cases are usually assigned in advance of the hearing (not same-day)

PROCEDURE FOR REPOSSESSION OF PROPERTY



LANDLORD-TENANT: TYPES OF CASES

Failure to Pay Rent	Landlord alleges the tenant has not paid rent and they want possession (eviction) of the property as a result
Rent Escrow	Tenant alleges substantial defects in property which pose a health or safety risk to tenant/occupants
Tenant Holding Over	Landlord alleges lease term has ended, notice to vacate was provided, and the landlord wants to evict the tenant
Breach of Lease	Landlord alleges tenant violated a term of the lease and that violation warrants an eviction
Wrongful Detainer	Homeowner or legal occupant alleges occupant has no legal right to be in possession of property (ex. a guest who won't leave)

Landlords may seek repossession of rented premises from tenants who do not pay the rent.

Complaint can be filed by the landlord, agent, or attorney

Complaints *may* include base rent and late fees, plus “additional rent.”

Judgment for Possession v. Money Judgments

FAILURE TO PAY
RENT MD.
REAL PROP. 8-
401

WHAT IS RENT?

- To be determined on a case-by-case basis. **Shum v. Gaudreau, 562 317 Md. 49 (Md., 1989)**
- In a *Retaliatory Eviction* case, rent is defined as the periodic sum paid for the use or occupancy of property, but not various other payments that the tenant may owe to the landlord from time to time, even if the lease characterizes them as “deemed rent” or “additional rent.” **Lockett v. Blue Ocean Bristol, LLC 446 Md. 397 (2016)**
- Rent hasn’t been clearly defined in a residential Failure to Pay Rent case
 - If lease considers a charge “rent” it may be deemed rent in court
 - Exception- Attorney’s Fees (residential lease)

RENTAL LICENSE REQUIREMENT

- Proof of a rental license is required for a landlord in a Failure to Pay Rent case, if filed in a jurisdiction that requires owners to obtain rental licenses. Prince George's County Code Sec. 13-181
 - Exceptions:
 - Tenant is landlord's parent, child, sibling, grandchild, or in-law
 - Landlord is an active member of the US Armed Forces and maintains the property as their permanent residence or
 - Landlord has been relocated for employment or education and maintains the property as their permanent residence

RENTAL LICENSE REQUIREMENT: CURRENT OR TEMPORARY

- Landlord must bring current rental license to FTPR hearing
- *McDaniel v. Baranowski*, 419 Md. 560 (2011)
 - A rental property owner who does not have a current license to operate the premises cannot use summary ejectment upon a tenant's failure to pay rent if the dwelling is located in a jurisdiction that requires owners to obtain licenses.
- Temporary licenses *may* be sufficient for the Court to proceed.
 - Pending legislation would find temporary licenses insufficient in Maryland

ASSANAH-

CARROLL V. LAW OFFS. OF EDWARD J. MAHER, P.C.,
2022 MD. LEXIS 308

- **Holding:** If a landlord does not have a valid rental license, the landlord cannot make any effort to collect rent for the period that they were unlicensed, regardless of whether the landlord has subsequently obtained a license. This is prohibited under the Maryland Consumer Debt Collection Act.
- **Prohibited collection activities include:**
 - Providing late notices;
 - Charging late fees;
 - Sending letters, making phone calls, sending texts or otherwise asking for payment;
 - Reporting a debt to credit reporting agencies; and
 - Filing a collection lawsuit or an action seeking to evict the tenant for unpaid rent.

DEBT COLLECTION LICENSES

- Read *Williams v. Ewrit Filings, LLC* **253 Md. App. 545**
- **Holding:** Because appellee's actions constituted debt collection activity under the Maryland Collection Agency Licensing Act (MCALA), it was required to possess a debt collection license in order to lawfully file a **Failure to Pay Rent** action
- Actions meant to collect consumer debt for others constitutes a debt collection action.
 - Landlords collecting their own rent **are not** debt collectors, but all 3rd party rent collectors who collect rent owed to others are debt collectors.
 - Exception: Attorneys acting on behalf of a client
- Here is a link to view whether a person or entity has a collection license registered with the State: <https://www.nmlsconsumeraccess.org/>

For rental properties built before 1978, a landlord must certify that the property has been registered with the Maryland Department of Environment and inspected for lead paint

Lead inspection required for each change in tenancy

MDE LICENSE REQUIREMENT

DEFENSES TO A FAILURE TO PAY RENT COMPLAINT

No rental license

Complaint is incomplete
or unsigned

Amount of rent
requested is incorrect

Complaint does not
indicate what months/
weeks rent is owed

Tenant's Property
address is not listed

Landlord must request
future rent at the time
of filing

Landlord needs ledger,
tenant needs receipts

Military SCRA has not
been completed and/or
tenant is in active-duty
military and unable to
appear.

No personal knowledge

- Agent/ Witness must have personal knowledge sufficient for trial (i.e. how ledger is created, its accuracy, how and when payments are made)

A late fee of more than
5% of the monthly rent
may be stricken

Landlord failed to
provide a 10-day notice

No MDE Certificate for
"affected property"

Rent Escrow

TENANT'S RIGHT TO REDEEM PROPERTY AFTER A FAILURE TO PAY RENT JUDGMENT

- If a Judgment for Possession is entered, a tenant can pay the amount of the judgment (**rent owed determined by court**) anytime before an eviction takes place to stay in the property. Md. Code Real Property 8-401(g)(1)
- A Judge *may* grant a judgment for possession without the right of redemption if a tenant has **3 or more judgments for possession** entered for rent due and unpaid in 12 months prior to initiation of the action. Md. Code Real Property

8-401(g)(2)

- To foreclose on the tenant's right to redeem, Landlord must list case numbers and judgment dates on the complaint.
- Vacated judgments cannot be used against a tenant's right to redeem

RENT ESCROW MD. REAL PROP. 8-211

- Mechanism for tenants to encourage repair of serious and dangerous defects on property that present substantial threat to the life, health, and safety of occupants

RENT ESCROW: DEFECTS

- Statutory list of serious and substantial defects
 - Fire hazards
 - No heat, electricity, or hot or cold running water
 - Lack of adequate sewage disposal facilities
 - Infestation of rodents in two or more dwelling units
 - Structural defects which present a threat to physical safety of occupants

RENT ESCROW: CAVEATS

- Minor defects are not covered
- Can be established by a tenant as separate case or as a defense to a Failure to Pay Rent case. *Cane v. EZ Rentals*, 450 Md. 597 (2016)
- Not available to tenants who have 3 or more prior judgments for possession within the last 12 months

RENT ESCROW: NOTICE OF DEFECTS AND OPPORTUNITY TO REPAIR

- Tenant must give landlord notice of the defects and a reasonable opportunity to repair
 - What is considered a reasonable time to repair depends on the severity of the conditions and the danger they present
 - Rebuttable presumption that more than 30 days is unreasonable
- If landlord refuses to fix the issues, tenant can request to establish a rent escrow case
- Landlord defenses
 - No notice
 - Tenant or their guests caused the defects
 - Landlord was denied access to repair

RENT ESCROW: ONCE OPENED

- Tenant will be ordered to pay their rent to the court
 - **Note:** Failure of the tenant to pay as ordered is grounds for dismissal of the rent escrow
- The court will order an inspection, which will detail the extent of the defects
 - **Note:** Failure of the tenant to call the county inspector is grounds for dismissal of the rent escrow
- Tenant can request to keep the case open for multiple county re-inspections to occur until the defects are fixed



RENT ESCROW: RELIEF SOUGHT

Once necessary repairs are made

- Landlord may request that the money paid in rent escrow be returned to landlord
- Tenant may request some rent be returned to tenant
 - If landlord makes no good faith effort to repair defects within 6 months, tenant can request all the money be returned to the tenant
- Tenant may request termination of lease
 - If lease is terminated, judge may grant a Judgment for Possession
- Tenant may request a reduction of rent

TENANT HOLDING OVER MD. REAL PROP. 8-402

OCTOBER 1, 2021

- Landlord must prove
 - There is a valid lease (written or oral)
 - Lease term has expired or there is a month-to-month tenancy
 - The tenant still resides on the property
 - Landlord has given the tenant **notice** prior to expiration of term
 - 60 days for written lease in excess of 1 week or month to month
 - 90 days for year to year lease
 - 7 days for week to week written leases
 - 21 days for oral week to week leases
 - Landlord must wait until the period in the notice has expired before filing a complaint for tenant holding over

BREACH OF LEASE

MD. REAL PROP. 8-402.1

- Landlord must prove
 - A valid lease agreement exists between the landlord and the tenant
 - A term of the lease was violated
 - The landlord has given the tenant 30 days written notice of the lease violation stating that the landlord desires to repossess the premises (or 14 days written notice if the tenant's behavior poses an imminent threat of danger)
 - *Hunter v. Broadway Overlook*, 458 Md. 52 (2018)
 - The written notice period must expire before filing the lawsuit
 - The breach must be substantial **and**
 - The breach must warrant eviction
 - *Brown v. Housing Opp.*, 350 Md. 570 (1998)

WRONGFUL DETAINER MD. REAL PROP. 14-132

- Plaintiff must prove
 - Legal right of possession **and** that the defendant is **not** a tenant or has no legal right to possession
 - Legal Possession
 - Deed showing ownership
 - Tenant with a valid lease
 - Person granted possession by a court order (a domestic violence victim)

The background features a dark blue gradient with a starry space pattern. On the left side, there are several technical diagrams, including circular gauges with numerical scales (140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260) and various circular arrows and lines, suggesting a technical or scientific theme.

APPENDIX

COMPLAINT FORMS
EMERGENCY RENTAL ASSISTANCE PROGRAM

Failure to Pay Rent

<https://www.courts.state.md.us/sites/default/files/court-forms/district/forms/civil/dccv082np.pdf/dccv082np.pdf>

<https://www.courts.state.md.us/sites/default/files/court-forms/dccv115.pdf>

Tenant Holding Over

<https://www.courts.state.md.us/sites/default/files/court-forms/dccv080.pdf>

Breach of Lease

<https://www.courts.state.md.us/sites/default/files/court-forms/district/forms/civil/dccv085.pdf/dccv085.pdf>

Wrongful Detainer

<https://www.courts.state.md.us/sites/default/files/court-forms/district/forms/civil/dccv089.pdf/dccv089.pdf>

Rent Escrow

<https://www.courts.state.md.us/sites/default/files/court-forms/district/forms/civil/dccv083.pdf/dccv083.pdf>

MDE Lead Paint Registry:

<https://mdolrr.mde.state.md.us/CustomPages/PublicOLRRSearch.aspx>

AUGUST 15, 2021

- Governor Larry Hogan's order ended state of emergency
- https://governor.maryland.gov/wp-content/uploads/2021/08/2760_001.pdf

The background features several circular gauges or dials with numerical scales and arrows, set against a dark blue gradient with a subtle starry pattern. The gauges are semi-transparent and overlap each other, creating a technical or data-driven aesthetic.

EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP)

IF LANDLORD ACCEPTS FUNDS:

- Ninety-day period
 - Evictions must stop
 - No new lawsuits by landlord

QUESTIONS?

