RENT COURT

This is the landlord's legal course of action when trying to solve rent delinquency problems.

The landlord has the right to file a "Failure to Pay Rent" for the amount of the rent payment plus any applicable late fee.

The maximum allowable late fee is 5% of the rent.

The Court will mail a copy of the "Failure to Pay Rent" to the tenant. The trial will be held at District Court, 36 W. Antietam Street, Hagerstown. The trial date and time is located in the top right-hand corner of the court document.

The tenant is encouraged to appear at the hearing. If the tenant does not appear or does not pay the late rent, the courts find in favor of the landlord and the tenant will be evicted. The court will state, during the hearing, a date when the landlord can file for a "Warrant of Restitution" (Set-out).

The "Warrant of Restitution" can usually be filed 5 business days after the trial date. The landlord then contacts the constable or sheriff who serves the Warrant of Restitution to the tenant. The notice will have the date and time eviction will take place.

The tenant, at any time before the eviction occurs, has the right to remain in the unit by giving cash, certified check or money order to the landlord or his agent that covers all past due rent, late fees and court-awarded costs and fees. However, this right is denied if the tenant has three (3) or more judgments for non-payment of rent within the prior 12 months and the landlord requests foreclosure on the fourth (4th) judgment.

A tenant can appeal the court's decision of rent owed after the first trial date, but will be required to post bond.

Numbers to Remember

Washington County Code Enforcement
240-313-2460

City of Hagerstown Code Enforcement
301-739-8577

Maryland Legal Aid
800-679-8813

Maryland Volunteer Lawyers
800-510-0050

Civil Justice
410-706-0174

EHO

The Washington County Community Action Council, Inc. (CAC) is committed to ensuring everyone has access to services regardless of impairment, disability, and language barrier. If you or any member of your family needs assistance, please contact CAC prior to your appointment to make alternate accommodations.

One Heart. Many Hands.
community Action COUNCIL

A Guide to Tenant's Rights

Washington County
Community Action Council, Inc.

117 Summit Avenue
Hagerstown, MD 21740
Phone: 301-797-4161
Fax: 301-791-9062

The Washington County Community Action Council, Inc. assists people in economic need in our community to achieve and maintain self-sufficiency while respecting their diversity.

www.wccac.org

KNOW YOUR RIGHTS!

Most tenants in Washington County don't know their rights. We hope that the following guidelines will help you with common problems most renters experience.

BEFORE RENTING

- Examine the property
- Ask to have verbal commitments in writing
- Talk to other tenants
- Don't give a deposit unless you are sure you want to rent from the landlord
- Never sign a lease you don't understand (help is available from CAC)
- NEVER, EVER pay rent in cash without getting a receipt!

SECURITY DEPOSITS

The lease must inform the tenants of rights regarding security deposits under Maryland State Law. The security deposit is usually equal to one month's rent and cannot be more than two months' rent. The landlord must give the tenant a receipt for the security deposit (which can be included in the lease) and pay interest every six (6) months if the security deposit is more than $50.

At the end of the tenancy, the landlord has 45 days to return the security deposit along with an itemized list of the damages deducted from the deposit. The landlord will perform a "move-out inspection". The tenants must notify the landlord by certified mail 15 days prior to moving that they wish to be present at the "move-out" inspection and give their forwarding address.

If the landlord fails to return the deposit within 45 days, he/she can be liable for up to three times the amount of the security deposit.

PROPER NOTICE

A lease is a contract. When a tenant and landlord sign a lease, they agree to meet the terms of the contract. Changing a lease requires proper notice and agreement by both parties (changing the terms can include raising the rent or vacating the unit.)

When a breach of lease or failure to pay rent occurs, the landlord can file for termination of the lease, with proper notice.

- For a *yearly* lease, at least 30 days notice must be given before the end of the lease term (a greater amount of time may be requested in the lease, but no less than 30 days is allowed.)
- A *month-to-month* lease requires 30 days notice, A *week-to-week* lease requires 7 days notice.

RIGHT OF ENTRY vs. RIGHT OF PRIVACY

Landlords and tenants must find a mutually acceptable agreement about entry to a premise, except in times of emergency. Landlords must be sensitive to a tenant's right to privacy. The tenant must also allow a landlord reasonable access to the premises for inspection or necessary repairs.

Tenants should ask for terms in a lease that gives them the right to be notified in advance of a landlord's entry (except in an emergency situation.)

RENT ESCROW

When needed maintenance is not provided by a landlord, a tenant **may not** withhold rent. The law permits a Rent Escrow to assist the tenant when problems occur with property maintenance. However, the law is very specific about the conditions under which rent may be placed in escrow. You must give the landlord proper notice and adequate time to make the repairs before you have the right to place rent in escrow. The escrow account can only be set up by the Court.

MAKING REPAIRS OR IMPROVEMENTS

The GOLDEN RULE: Don't make any repairs or improvements without the landlord's written permission. There are no laws protecting a tenant who makes repairs and deducts the expense from the rent.

ILLEGAL LOCK OUT / SHUT OFF OF ESSENTIAL SERVICES

It is illegal for a landlord to lock out a tenant for any reason. If this happens, a tenant may have the right to sue a landlord for damages. The tenant should contact the police to remedy the problem.

It is also illegal for a landlord to shut off essential services such as water or electricity. If the tenant's essential services have been disconnected, the tenant should immediately notify the appropriate Code Enforcement Division:

Washington County (240-313-2460)

City of Hagerstown (301-739-8577)

DISCRIMINATION IN HOUSING

If you think you have been discriminated against, you can file a complaint by going to the U.S. Department of Housing and Urban Development (HUD) at: https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint

RENTER'S INSURANCE

Contact your insurance agent about renter's insurance on your personal belongings. The landlord's insurance only covers the building and provides protection in cases of claims of negligence or personal injury.

8/13/2021 KJB