



MARYLAND
LEGAL AID

Advancing
Human Rights *and*
Justice for All

Evictions and Tenants' Rights in Maryland

Maryland Legal Aid

Maryland Legal Aid is a nonprofit, civil law firm with offices throughout Maryland.

- Midwestern Maryland
22 S. Market Street, Suite 11
Frederick, MD 21701
(301) 694-7414
- Representation for low-income people in Frederick, Washington and Carroll Counties

Provides **FREE** legal advice, referral and representation to qualifying individuals.

For more information visit: <http://www.mdlab.org>



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What We Can Help You With

Areas of Practice

- Housing and Landlord/Tenant
- Custody
- Consumer
- Employment and Unemployment
- Public Benefits
- Education
- Healthcare
- Child advocacy

Examples of Legal Issues

- Fighting unlawful evictions
- Maintaining custody of children
- Preventing foreclosure
- Recovering unpaid wages
- Dealing with debt collectors
- Restoring utilities



Office Locations

Anne Arundel

(800)666-8330

Baltimore City

(800)999-8904

Baltimore County

(877)878-5920

Dorchester, Somerset, Wicomico, Worcester

(800)444-4099

Prince George's and Howard (888)215-5316

Montgomery County

(240)314-0373

Frederick, Carroll, Washington

(800)679-8813

Cecil and Harford

(800)444-9529

Calvert, Charles, St. Mary's

(877)310-1810

Caroline, Kent, Queen Anne's, Talbot

(800)477-2543

Allegany, and Garrett

(866)389-5243



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Special Programs

Senior Legal Helpline:

(866)635-2948

**Joining Forces Project
(serving Veterans):**

(443)863-4040

**Ryan White Project
(serving people with
HIV/AIDS):**

(866)635-2948

Self-Help Centers:

(410)260-1392

Farmworker Program:

(800)444-4099

**Foreclosure Legal
Assistance Project:**

(888)213-3320

**Long-Term Care
Assistance Project:**

(866)635-2948



Evictions

A landlord's court action to put a tenant out of his or her housing.

Legal

- Correct action filed
- Court gives judgment
- Sheriff present when tenant is put out

Illegal

- Changing the locks (sometimes)
- Terminating utilities
- Removing personal belongings without a court order



Common Types of Evictions

1. Failure to Pay Rent
2. Tenant Holding Over
3. Breach of Lease
4. Wrongful Detainer



Failure to Pay Rent

Definition: Landlord claims you have not paid your rent



Landlord:

- Must show the court that rent was not paid
- Does not have to send a notice to you before filing a complaint!
- Must at least post complaint for Failure to Pay Rent on door

You may win if:

- Have already paid to landlord or if you have the rent with you in court
- Offered to pay, but landlord refused to accept and rent is with you in court
- Landlord is suing you for something other than rent



Failure to Pay Rent

You should go to court even if you have paid the rent

- Must go on hearing date and explain to judge why you do not think you owe the money
- Bring all receipts and documents for support
- May bring witnesses
- If no personal service and you do not go to court, landlord can get possession but not a money judgment



Failure to Pay Rent

Right of Redemption: *Even if* the court enters a judgment against you, you may be able to stop your eviction

You must pay: **Judgment + Court Costs**

- Can pay at any time prior to sheriff arriving at your home to evict you
- Eviction may still proceed if you only make a partial payment



Failure to Pay Rent

You **may lose** your **right of redemption** if:

- Landlord has had 3 judgments entered against you in past 12 months
- Landlord may ask court to foreclose right of redemption on 4th judgment
- If this happens, **you can be evicted** even if you pay the judgment and court costs



Holding Over

Definition: Landlord sues to evict you on a claim that **you have refused to move even though the lease has ended**

- Landlord must provide written notice prior to lease's termination that s/he will not be renewing your lease
 - Year-to-year → 3 calendar months before expiration of current year
 - Monthly/Weekly → 1 calendar month/week before expiration



Holding Over

Are you legally obligated to pay rent even if the lease ends and you are given written notice?

- Usually, yes, as long as you remain there
- **If you owe rent when you move**, that amount may be deducted from your security deposit or you may be sued for it
- **If judgment entered against you**, you must move, *even if* you paid your rent

*If you and your landlord decide that you should remain, despite prior notice to move, **get the agreement in writing** with the landlord's **signature and date***



Breach of Lease

Definition: Landlord sues to evict you claiming you have failed to follow conditions or terms of your lease

Example:

- Someone is living in your home who is not listed on the lease



Breach of Lease

Landlord must:

- Give you 30 days notice that you are in violation and request that you move
- **However**, if the landlord alleges that **you, or your guest**, presents a **clear and imminent danger of doing serious harm to themselves or others**, the landlord may give you only 14 days' written notice.
- Example: If issued on Oct. 26, must give you until Nov. 30



Breach of Lease

Your landlord may continue to accept rent **after s/he sends the notice** of the breach and **even after the lease ends**

- **Remember:** You usually must pay rent as long as you live in the unit



Breach of Lease

In court, the landlord must show:

1. The lease was breached
2. The breach was substantial, and
3. The breach was substantial enough that it warrants eviction

You may be able to cure the breach: Even if the breach is substantial, the landlord must still show that eviction is appropriate



Breach of Lease Defenses

- Alleged lease violation did not occur
- Landlord did not give you proper notice
- Alleged violation was not substantial enough to warrant an eviction



Wrongful Detainer

Definition: Home owner sues to evict you claiming you are a squatter without any right to live there

Example:

- Your friend let you sleep on the couch for a few nights but instead you stayed for a few months



Wrongful Detainer

Homeowner can:

- File a complaint and court can summon you immediately
 - Typically, it takes at least a few days.
 - Notice can either be hand delivered, posted on door or mailed to you
- Defense: A valid lease or other legal document that gives you possession of the property
- A court can also give home owner damages, court costs and attorney fees
 - But only if you were personally served



Covid-19 and Failure to Pay Rent

What is available if you have a substantial loss of income and cannot pay your rent due to Covid-19?

1. Rental Assistance through the Religious Coalition in Frederick
2. Governor Hogan's Executive
3. The CDC Order preventing evictions to slow the spread of Covid-19



COVID-19 and Failure to Pay Rent Evictions

Rental Assistance in Frederick

The Religious Coalition, Frederick County, and the City of Frederick, are partnering to provide rental assistance to those directly impacted by COVID-19

TO APPLY FOR RENTAL ASSISTANCE:

- Visit www.rcehn.org/covid-emergency-rental-assistance
- Or call 301-631-2670 Ext. 127 for information on how to apply

TO GET HELP AN INDIVIDUAL MUST MEET THE FOLLOWING INCOME GUIDELINES:

FAMILY SIZE	FY 2020 INCOME LIMIT
1	\$55,750.00
2	\$63,700.00
3	\$71,650.00
4	\$79,600.00
5	\$86,000.00
6	\$92,350.00
7	\$98,750.00
8	\$105,100.00



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COVID19 and Defenses to Failure to Pay Rent cases – GOVERNOR HOGAN'S ORDER

3/16/20 Executive Order

- Prohibits **failure to pay rent** evictions where tenant can show:
 - **“Substantial loss of income”**
 - **Because of COVID-19 or the current state of emergency/catastrophic health emergency**

Examples: Job loss, reduction in hours, closure of place of work or the need to miss work to care for a home-bound school-age child.



**What proof do you need?
DOCUMENTATION!**

**When do the
protections under
Governor Hogan's order
end?**

When the state of
emergency in Maryland
ends.



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COVID19 and Defenses to Failure to Pay Rent cases - **CDC EVICTION PROTECTION**

This month the CDC issued an order titled **“Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19.”**

The Order recognized that stopping evictions is critical to slowing the spread of COVID-19. Families who are evicted cannot stay home or social distance



CDC EVICTION PROTECTION

WHAT IS PROHIBITED UNDER THE CDC ORDER:

The Order states that a landlord **may not take any action** to evict or cause the eviction of a **“covered person”** from a residential property in certain types of evictions.

WHO IS A “COVERED PERSON”?

A “covered person” is any renter of a residential property who provides a declaration to their landlord signed under penalty of perjury

Every adult on the lease must sign a declaration

What should I do if I owe rent and cannot pay due to Covid-19?

- Fill out a CDC Declaration
- Deliver the Declaration to your landlord
- Keep a copy of the Declaration for your records



CDC EVICTION PROTECTION

WHAT MUST A DECLARATION STATE?

- (1) the renter has used best efforts to obtain all government assistance for rent or housing;
- (2) the renter meets at least one of the following financial criteria
 - (a) expects to earn less than \$99,000 (\$198,000 if filing jointly) in 2020;
 - (b) was not required to report income in 2019 to the IRS, or
 - (c) received a stimulus check this year from the IRS under the CARES Act.
- (3) the renter is unable to pay the full rent due to substantial loss of household income, loss of work or hours at work, or extraordinary out-of-pocket medical expenses;
- (4) the renter is using best efforts to make timely partial payments as best they can; and
- (5) eviction would likely render the renter homeless – or force them to move into and live in close quarters in a new shared living setting (like a shelter or couch surfing).



CDC EVICTION PROTECTION

What evictions are not prevented under the CDC Order?

Although evictions for failure to pay rent are covered by the Order, the Order does not stop the landlord from evicting a renter because a renter or their guest is:

1. engaging in criminal activity while on the premises;
2. threatening the health or safety of other residents;
3. damaging or posing an immediate and significant risk of damage to property;
4. violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or
5. violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment

How long is the CDC Order in Effect?

September 4, 2020 through December 31, 2020.

The CDC Order does NOT cancel or stop the rent from being owed, or stop the build up of owed rent, which would be due after order expires.



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FAILURE TO PAY RENT AND COVID-19

Summary:

STEPS TO TAKE IF YOU ARE SUED FOR FAILURE TO PAY RENT AND YOU CANNOT PAY YOUR RENT DUE TO COVID-19:

- 1. Apply for rental assistance through the Religious Coalition**
- 2. Make sure you are in compliance with all of the CDC Declaration terms**
- 3. Have each adult tenant who lives with you fill out a CDC Declaration and deliver it to your landlord**
- 4. Go to court with proof that you applied for rental assistance, proof of how Covid-19 affected your income, and proof that you filled out and delivered to your landlord the CDC Declaration**

