

HOLDING MARYLAND LANDLORDS ACCOUNTABLE FOR DANGEROUS HOUSING CONDITIONS



Enforcing the Tenant Safety Act of 2024

If your landlord fails to make repairs to conditions that threaten your life, health, or safety, you can file a legal case to hold them accountable.

What Claims Can You File?

There are two different claims you can file against your landlord for unsafe conditions:

- **"Rent escrow"** paying rent going forward into a court account until repairs are made; and
- **"Warranty of Habitability"** asking the court to reduce any rent you owe, get a refund for rent you already paid, or other relief.

You may raise these issues by filing a court complaint or by withholding your rent and raising the problems as a defense if your landlord files a rent complaint.

How Can You Prove Your Case?

To prove your case, you must be able to show both:

- That the defects are or will become "a fire hazard or a serious and substantial threat to the life, health, or safety of occupants."
- That the landlord knew about the defects but failed or refused to make timely repairs (normally 30 days after notice).

For rent escrow, the court may order you to put your rent into escrow until the repairs are made. A warranty of habitability case does NOT require you to put money in escrow.

You can bring both claims in the same case to cover a refund of the rent you already paid as well as escrow/reduce rent going forward.

The landlord can defend themselves by showing that you or your guests caused the defects, refused to allow repairs, or had too many rent judgments against you in the past 12 months.

What Can the Court Do?

- Reduce your rent.
- Order the landlord to make repairs.
- Order the landlord to refund rent that you have already paid.
- Award other damages (warranty case).
- Terminate the lease and award you relocation costs.
- Order the landlord to pay the tenant's attorney's fees and expenses (in affirmative cases only).

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What does the Tenant Safety Act do?

Starting Oct. 1, 2024, the Tenant Safety Act:

- Clarifies that tenants in the same building /complex with similar issues should be able to join their cases together.
- Clarifies that the court should reduce the rent owed unless the landlord can show why the rent should not be reduced.
- Creates the warranty of habitability, which does NOT require the tenant to put rent money into escrow to have the rent amount reduced.
- Allows the tenant to recover attorney's fees and litigation expenses from the landlord if the tenant wins their affirmative case.

Frequently Asked Questions

What if other tenants in the same building have the same issues?

You can ask the court to join the claims together. The court will decide if the cases are similar enough.

How do I get legal help with a rent escrow or warranty of habitability case?

- Call 211 and ask for a referral to a non-profit legal services provider in your area.
- Contact the District Court Help Center, 410-260-1392, to get legal advice.

Is mold covered by rent escrow/warranty of habitability law?

Maybe. The tenant must show that the mold is a serious threat to life, health, or safety. Obtaining a mold test and/or testimony from a mold expert could help.

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The Tenant Safety Act was a huge win, and we're building a movement for stronger renter power in our state. We need your voice, join us!



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