

This form is not printable, and cannot be completed online. This is a complex form with signatures needed on various pages. The Court requires the carbonless multi-part form, which is available from any District Court location (Baltimore City Civil forms can be found at Fayette and Gay Street location only). A sample form is provided here so you may see the information needed to complete the carbonless form.

Plaintiff/Agent
 Address of Plaintiff/Attorney/Agent
 City State Zip
 Defendant
 Defendant
 Address of Defendant
 City State Zip

<input type="checkbox"/> EVICTED	<input type="checkbox"/> CANCELED MOVED
<input type="checkbox"/> CANCELED PAID	<input type="checkbox"/> CANCELED.....
	<input type="checkbox"/> EXPIRED.....
Plaintiff/Agent	
Constable/Deputy/Sheriff	Constable Number Date
FOR OFFICE USE ONLY	

PETITION - FOR WARRANT OF RESTITUTION

The Court on _____

Determined the amount due to be \$ _____, plus \$ _____ costs for a total amount of \$ _____

Ordered that possession of the premises be restored to the Plaintiff. Premises described as _____

Without right of redemption.

Defendant has made the following payments (if any): \$ _____ leaving a balance due as of the filing of this Petition to be \$ _____ (not including court costs). Defendant remains in possession of the premises, therefore the Defendant has not complied with the judgment in this case. The Plaintiff requests possession of the premises in this case.

All the Tenant(s) on the lease are listed above.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth above are true to the best of my knowledge, information, and belief.

 Date Signature of Plaintiff/Agent/Attorney

 Signer's Address Signer's Telephone Number

 Signer's Facsimile Number, if any Signer's E-mail Address, if any

ORDER

State of Maryland _____ to wit:

To Sheriff of this County/Constable of this Court, Greetings:

Whereas the Court has determined:

The Court determined at trial the amount due to be \$ _____ (not including costs).

Defendant has paid \$ _____ leaving a balance due as of the date of filing of this Petition to be \$ _____ (not including costs).

Lease had ended. Notice to quit had been given.

Defendant breached lease.

Defendant is wrongfully in possession of premises and judgment has been entered in favor of the Plaintiff for possession of the premises as shown above.

Now, therefore,

Unless Defendant tenders to the Plaintiff or his agent, cash, certified check or money order in the amount of \$ _____ plus \$ _____ costs.

Without right of redemption.

The Sheriff/Constable of this Court is ordered to cause the Plaintiff to have again and repossess the premises by putting the Plaintiff (or the Plaintiff's duly qualified agent or attorney for the Plaintiff's benefit) in possession thereof, and for that purpose to remove from the premises by force if necessary, all the furniture, implements, tools, goods, effects or other chattels of every description.

 Judge Date

NOTICE: To request a foreign language interpreter or reasonable accommodation under the Americans with Disabilities Act, please contact the court immediately. Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.



DISTRICT COURT OF MARYLAND FOR

Located at

Court Address

City/County

Case No.

Plaintiff/Agent

Address of Plaintiff/Attorney/Agent

City State Zip

Defendant

Defendant

Address of Defendant

City State Zip

FOR OFFICE USE ONLY
EVICTED, CANCELED MOVED, CANCELED PAID, CANCELED, EXPIRED
Plaintiff/Agent, Constable/Deputy/Sheriff, Constable Number, Date

PETITION - FOR WARRANT OF RESTITUTION

The Court on

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Ordered that possession of the premises be restored to the Plaintiff. Premises described as

Without right of redemption.

Defendant has made the following payments (if any): \$ leaving a balance due as of the filing of this Petition to be \$ (not including court costs). Defendant remains in possession of the premises, therefore the Defendant has not complied with the judgment in this case. The Plaintiff requests possession of the premises in this case.

All the Tenant(s) on the lease are listed above.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth above are true to the best of my knowledge, information, and belief.

Date Signature of Plaintiff/Agent/Attorney

Signer's Address Signer's Telephone Number

Signer's Facsimile Number, if any Signer's E-mail Address, if any

ORDER

State of Maryland to wit:

To Sheriff of this County/Constable of this Court, Greetings:

Whereas the Court has determined:

The Court determined at trial the amount due to be \$ (not including costs).

Defendant has paid \$ leaving a balance due as of the date of filing of this Petition to be \$ (not including costs).

Lease had ended. Notice to quit had been given.

Defendant breached lease.

Defendant is wrongfully in possession of premises and judgment has been entered in favor of the Plaintiff for possession of the premises as shown above.

Now, therefore,

Unless Defendant tenders to the Plaintiff or his agent, cash, certified check or money order in the amount of \$ plus \$ costs.

Without right of redemption.

The Sheriff/Constable of this Court is ordered to cause the Plaintiff to have again and repossess the premises by putting the Plaintiff (or the Plaintiff's duly qualified agent or attorney for the Plaintiff's benefit) in possession thereof, and for that purpose to remove from the premises by force if necessary, all the furniture, implements, tools, goods, effects or other chattels of every description.

Judge

Date

NOTICE: To request a foreign language interpreter or reasonable accommodation under the Americans with Disabilities Act, please contact the court immediately. Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

IMPORTANT NOTICE TO THE DEFENDANT (DOES NOT APPLY TO BALTIMORE CITY)

The Plaintiff has requested and the Court has ordered enforcement of the judgment for possession which has been entered against you. This means that you can be forcibly moved from the premises at any time after the date of this order, **without warning! THERE WILL BE NO FURTHER NOTICE.**

To prevent the eviction you have the right to pay the amount that the Court determined to be due, plus costs, at any time before the eviction begins. However, if the Court has ordered possession without the right of redemption you may NOT remain on the premises, **unless** you and the Plaintiff agree in writing that you may stay.

On the day of eviction the Sheriff or Constable will meet the Plaintiff and his workers at your home. The Plaintiff's workers will remove the property from the premises. All goods will be placed on the road or street. The Sheriff or Constable is not responsible for protecting your property.

If you have arranged to move to another place, please do so immediately because if the Sheriff or Constable is forced to put you out, some of your property could become lost, stolen or damaged. You may also be required to pay moving and storage charges to get back your possessions.

BALTIMORE CITY ONLY IMPORTANT NOTICE TO DEFENDANTS

The landlord in a failure to pay rent case, must provide notice to the tenant of the first scheduled eviction date in two separate ways:

- Mail notice to the tenant by first-class mail with a certificate of mailing at least 14 days in advance of the first scheduled eviction date; and
- **Post the notice on the premises at least 7 days** in advance of the first scheduled eviction date.
- The day of mailing or posting is Day 1. Day 14 must be the day before the scheduled date of eviction. Count holidays and weekends.

The tenant may challenge whether the notices were properly sent. If the tenant challenges the notices or if the sheriff has doubt that the notices were properly given, the sheriff will refer the issue to the judge for decision. If the judge determines that the landlord did not comply with the notice requirements, the eviction will be vacated/cancelled and the landlord would be required to apply for a new Warrant of Restitution.

If the notice challenge is determined in the landlord's favor, the sheriff will execute the eviction immediately.

The landlord is strictly prohibited from putting the abandoned property in the street, the sidewalk, alleys, or on any public property. Anyone who illegally dumps abandoned property from an eviction is guilty of a misdemeanor, subject to a penalty of up to \$1,000 for each day of unlawful dumping. The landlord may dispose of the abandoned property by transporting it to a licensed landfill or solid waste facility, donating it to charity, or some other lawful means.

On eviction day any personal property left in or around the rental unit is considered abandoned. When the sheriff returns possession of the rental property to the landlord, any of the tenant's personal property left in or around the rental unit is considered abandoned. The tenant has no right to the property.

MOBILE HOMES

Failure to Pay Rent (Real Property 8A-1701)

Judgment has been previously entered in favor of the Park Owner for possession of the premises. This warrant orders that the Park Owner be put in possession of the property and that the mobile home be removed. Payment of the amount owed plus late fees and court costs, by cash, certified check or money order, will redeem the property unless the resident has received three judgments in twelve months of rent due.

Tenant Holding Over (Real Property 8A-1702)

Judgment has been previously entered in favor of the Park Owner for possession of the premises. This warrant orders that the Park Owner be put in possession of the property and that the mobile home be removed.