

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.



Located at _____ Case No. _____

Court Address

VS.

Landlord (Plaintiff)

Tenant (Defendant)

Address of Landlord/Attorney

Address of Tenant

City, State, Zip

Telephone

City, State, Zip

Telephone

COMPLAINT AND SUMMONS AGAINST TENANT IN BREACH OF LEASE (Real Property § 8-402.1)

1. Plaintiff is the landlord of the premises located at: _____

and occupied by the defendant as tenant, under a written lease which expires on _____

2. The lease permits the landlord to recover the premises if the tenant breaches the lease. The tenant is in breach of the lease because _____

(attach second sheet if necessary).

3. The landlord has given the tenant 30 days written notice 14 days written notice (because the breach causes a clear and imminent danger of serious harm to others or the property of the landlord), that the tenant is in violation of the lease, and that the landlord desires to repossess the premises. The written notice is dated _____, and a copy of that notice is attached to this complaint.

4. The tenant or person in actual possession has not vacated the premises.
The plaintiff asks for an Order of Restitution of the possession of the leased premises and court costs of \$ _____

- All the tenant(s) on the lease are listed above.
- At least one tenant is in the military service.
- No tenant is in the military service and the facts supporting this statement are: _____

Specific facts must be given for the court to conclude that each tenant who is a natural person is not in the military.

I am unable to determine whether or not any tenant is in military service.
I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief.

Signature of Landlord/Attorney	CPF ID No.	Address
Printed Name		Address
Date	Telephone	Fax E-mail

SUMMONS

STATE OF MARYLAND, _____

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

IT IS ORDERED, that you notify, by first class mail and summon the above-named defendant to appear in the District Court shown above on _____, at _____, and to show cause, if any, why restitution of the possession of the property should not be made to the plaintiff, and that if defendant does not appear, judgment may be entered against defendant for the relief demanded;

IT IS FURTHER ORDERED, that if you are unable to serve the Summons on the defendant, or upon the known or authorized agent of the defendant, you are to affix a copy of the summons conspicuously upon the property.

Returnable to this court on or before _____

Date	Judge/Clerk	ID Number
	Date	

NOTICE TO THE TENANT: If there is any rent due, the landlord may, prior to the trial date shown, file a summary ejectment proceeding for failure to pay rent, and a warrant of restitution (eviction) may issue.

To request a foreign language interpreter or a 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 _____

City/County

Located at _____

Court Address

Case No. _____

VS.

Landlord (Plaintiff)

Tenant (Defendant)

Address of Landlord/Attorney

Address of Tenant

City, State, Zip

Telephone

City, State, Zip

Telephone

COMPLAINT AND SUMMONS AGAINST TENANT IN BREACH OF LEASE (Real Property § 8-402.1)

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(attach second sheet if necessary).

3. The landlord has given the tenant [] 30 days written notice [] 14 days written notice (because the breach causes a clear and imminent danger of serious harm to others or the property of the landlord), that the tenant is in violation of the lease, and that the landlord desires to repossess the premises. The written notice is dated _____, and a copy of that notice is attached to this complaint.

4. The tenant or person in actual possession has not vacated the premises. The plaintiff asks for an Order of Restitution of the possession of the leased premises [] and court costs of \$ _____

[] All the tenant(s) on the lease are listed above.

[] At least one tenant is in the military service.

[] No tenant is in the military service and the facts supporting this statement are: _____

Specific facts must be given for the court to conclude that each tenant who is a natural person is not in the military.

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I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief.

Signature of Landlord/Attorney, CPF ID No., Address, Printed Name, Address, Date, Telephone, Fax, E-mail

SUMMONS

STATE OF MARYLAND, _____

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

IT IS ORDERED, that you notify, by first class mail and summon the above-named defendant to appear in the District Court shown above on _____, at _____, and to show cause, if any, why restitution of the possession of the property should not be made to the plaintiff, and that if defendant does not appear, judgment may be entered against defendant for the relief demanded;

IT IS FURTHER ORDERED, that if you are unable to serve the Summons on the defendant, or upon the known or authorized agent of the defendant, you are to affix a copy of the summons conspicuously upon the property.

Returnable to this court on or before _____ Date Judge /Clerk ID Number

Date

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SHERIFF/CONSTABLE RETURN TO COURT

I mailed a copy of Writ of Summons, Complaint, and all supporting papers by first class mail to

_____ , on _____ ,
Tenant(s) Date Time

I served a copy of Writ of Summons, Complaint, and all supporting papers by delivery to

_____ on _____
Name Title
_____ at _____
Date Time Location

The person I left the papers with acknowledged being: (1) A resident of above listed address; (2) 18 years of age or older; (3) of suitable discretion in that relationship to the defendant is _____

and that; (4) the above listed address is the defendant's residence or usual place of abode. The facts upon which I concluded that the individual served is of suitable age and discretion are: _____

Description of the person served: Race _____ Sex _____ Eyes _____ Hair _____ Wt. _____ Age _____

Other _____

Neither the tenant(s) nor a person in possession of the property could be served so I affixed an attested copy of Writ of

Summons and Complaint conspicuously upon the premises described in complaint on _____ .
Date

Date

Signature of Sheriff/Constable

Printed Name



DISTRICT COURT OF MARYLAND FOR

City/County

Located at

Court Address

Case No.

VS.

Landlord (Plaintiff)

Tenant (Defendant)

Address of Landlord/Attorney

Address of Tenant

City, State, Zip

Telephone

City, State, Zip

Telephone

COMPLAINT AND SUMMONS AGAINST TENANT IN BREACH OF LEASE (Real Property § 8-402.1)

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and occupied by the defendant as tenant, under a written lease which expires on

Date

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(attach second sheet if necessary).

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The plaintiff asks for an Order of Restitution of the possession of the leased premises [] and court costs of \$

[] All the tenant(s) on the lease are listed above.

[] At least one tenant is in the military service.

[] No tenant is in the military service and the facts supporting this statement are:

Specific facts must be given for the court to conclude that each tenant who is a natural person is not in the military

[] I am unable to determine whether or not any tenant is in military service.

I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief.

Signature of Landlord/Attorney

CPF ID No.

Address

Printed Name

Address

Date

Telephone

Fax

E-mail



DISTRICT COURT OF MARYLAND FOR

City/County

Located at

Court Address

Case No.

VS.

Landlord (Plaintiff)

Tenant (Defendant)

Address of Landlord/Attorney

Address of Tenant

City, State, Zip

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(attach second sheet if necessary).

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I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief.

Signature of Landlord/Attorney

CPF ID No.

Address

Printed Name

Address

Date

Telephone

Fax

E-mail

DISPOSITION

The following parties appeared on final trial date: landlord tenant 1 tenant 2 tenant 3 tenant 4

Judgment in favor of landlord By default After trial By consent

For possession of the premises described in the complaint

and \$ costs.

Voluntary dismissal by

Landlord Stipulation of parties

Case dismissed

Landlord FTA No party appeared

Other

Judgment for tenant

After trial By consent

Execution stayed until

Execution stayed by filing an approved appeal bond in the amount of \$

Date

Judge

ID Number