

# Information for Tenants

## About Housing Cases and COVID-19



The COVID-19 State of Emergency has changed how housing cases are handled by the District Court. This flyer has some general information about what has changed.

### Can I be evicted?

Yes, evictions may now take place. The statewide pause on evictions was lifted on July 25, 2020. If you had an eviction that was pending or scheduled before the state of emergency, then the sheriff may now carry out that eviction.

### Are the courts holding hearings on new eviction cases?

Yes. On July 20, 2020, the court started holding hearings on Breach of Lease, Tenant Holding Over, and Wrongful Detainer cases. The court is not yet holding hearings in Failure to Pay Rent cases. As was the case before the pandemic, you will receive a notice that your landlord has filed one of these cases. That notice will contain a hearing date. At the hearing, a judge will decide whether or not to order an eviction.

### When will the court consider Failure to Pay Rent cases?

Landlords may file a Failure to Pay Rent case at any time. Failure to Pay Rent cases are being set for hearings on or after August 31, 2020. You will receive a notice of your hearing date in the mail or it may be posted to your door.

### Will the court handle Failure to Pay Rent cases differently?

Yes. New laws and Executive Orders may affect your Failure to Pay Rent case.

## FOUR TYPES OF EVICTION CASES

**Failure to Pay Rent** – A landlord may file if a tenant is behind on rent. In most cases, the court will give the tenant a chance to pay back the past due rent to stop the eviction.

**Tenant Holding Over** – A landlord may file this case when a tenant's lease has expired. It may also be used to evict a tenant who never had a lease. In both cases, the landlord must first give the tenant written notice that they want to end the tenancy. The length of the notice depends on the lease and local law in your county.

**Breach of Lease** – This case is used when a tenant is being accused of not following the written lease. The landlord must first give the tenant a written notice identifying the lease violation and asking the tenant to leave. The court will only evict a tenant for breach of lease for serious violations of the lease.

**Wrongful Detainer** – A Wrongful Detainer is filed to seek an eviction when there is no landlord and tenant relationship at all. This means the people involved never signed a lease or made rental payments. Wrongful Detainer is commonly used to evict friends, family, or other house guests who have no legal right to live in the property.

Read more at [peoples-law.org](http://peoples-law.org).

**Loss of Income** – Governor Hogan issued an Executive Order on April 3, 2020 stating that if a tenant can show through documentation or other evidence that they suffered a substantial loss of income due to the pandemic, the court cannot award the landlord possession of the property. Tenants can raise this as a defense in both failure to pay rent and breach of lease cases. The judge will review the tenant's evidence of lost income. The Governor may change this order. Refer to [governor.maryland.gov/covid-19-pandemic-orders-and-guidance/](https://governor.maryland.gov/covid-19-pandemic-orders-and-guidance/) for updates.

**The Federal CARES Act** – Landlords must now inform the court if the property they rent to you is covered by the CARES Act. If they do not let the court know by including this new form, then their case will be dismissed. This is required for new cases filed from March 27 through August 24, 2020.

If the property is covered by the CARES Act, your landlord must also give you a 30-day written notice on or before the day they file failure to pay rent. The notice cannot be given before July 25, 2020. A judge may dismiss a case if the landlord did not give you proper notice.

## Can I still file Rent Escrow?

Yes, you may file rent escrow or raise it as a defense in a Failure to Pay Rent case. Hearings on Rent Escrow cases may depend on whether inspection practices are being conducted.

## Where can I get help?

### Paying Rent

Call 2-1-1 Maryland if you need financial help to pay your rent. Their staff refer you to places that help with rental payments and may also refer you to assistance with food, utilities, temporary housing, job training, and other services. Simply dial 211 on your phone or visit their website, [211md.org](https://211md.org).

### Legal Help

Talk with a lawyer for free at the Maryland Court Self-Help Center. Call 410-260-1392 or chat online at [mdcourts.gov/selfhelp](https://mdcourts.gov/selfhelp). They may also refer you to where you may find representation or rental assistance resources.

## DEFINITIONS

**Rent Escrow** - Rent escrow is a case that a tenant can file against their landlord. The tenant must show the court that there is a health or safety problem in the property. The tenant must also prove that the landlord knew about the problem but failed to fix it. The court may order the tenant to pay their rent to the court instead of to the landlord until the problem is resolved. At the end of the case, the judge will decide who will get the rent money being held by the court. The judge may also decide to end a lease early.

**Warrant of Restitution** - A warrant of restitution is a type of court order. It tells the sheriff or constable to go to a property and carry out an eviction. Filing out and filing a warrant of restitution is a landlord's next step after being awarded a judgment. Sometimes the landlord must wait a certain number of days after the hearing before they can file a warrant. You must go to a courthouse to get a copy.

Once the landlord files a warrant, a judge will review it. If everything is correct, they will sign it, and a copy will be forwarded to the local sheriff or constables office. The landlord may then contact the sheriff or constable to schedule an eviction.

For more information, visit <https://www.mdcourts.gov/legalhelp/housingtenants>.

