

## What Is Rent Escrow?

Rent escrow is a legal action that can be brought by tenants to make landlords repair dangerous conditions in their rental housing. This legal action allows the tenant to pay rent into an account maintained by the Court, instead of to the landlord, until the conditions are repaired. This account is called a rent escrow account.

As a tenant, you have the right to live in housing that is not dangerous to the life, health or safety of you or your family. This brochure describes how the rent escrow law may help you if you live in housing that has dangerous conditions that your landlord has not repaired. In certain local jurisdictions, rent escrow laws may give tenants additional protections. Baltimore City and several counties have enacted their own rent escrow laws and those laws are followed in their jurisdictions instead of the Maryland Rent Escrow Law. Although very similar to the state law, these local laws differ from the state law in some important ways.

## Types of Housing Conditions Covered by the Rent Escrow Law

The rent escrow law can be used to fix conditions in your rental housing that are a serious threat to your life, health or safety. Examples of some of the conditions normally covered are:

- Lack of heat, light, electricity or running water (unless this is due to you not paying your utility bill);
- Lack of adequate sewage disposal;
- Rodent infestation if the infestation is in two or more dwelling units in the building;
- Structural defects that create a serious and substantial threat to your safety;
- Any condition that is a health or fire hazard;
- Lead paint.

The rent escrow law does not cover minor defects or conditions that are not dangerous to your life, health or safety. Examples of conditions that are normally not covered by the rent escrow law are:

- Lack of fresh paint, rugs or carpeting;
- Small cracks in walls, floors or ceilings;
- Absence of tile on floors, if floor is otherwise structurally sound;
- Lack of air-conditioning (may vary depending on local law).

## Maryland Legal Aid Offices

**Centralized Intake:** 1 (888) 465-2468  
is now serving all jurisdictions:

### Offices

#### **Allegheny/Garrett**

138 Baltimore Street  
Suite 204  
Cumberland, MD 21502

#### **Anne Arundel/Howard**

2024 West Street  
Suite 204  
Annapolis, MD 21401  
3451 Court House Drive  
2nd Floor  
Ellicott City, MD 21043

#### **Baltimore City**

500 E. Lexington Street  
Baltimore, MD 21202

#### **Baltimore County**

215 Washington Avenue  
Suite 305  
Towson, MD 21204

#### **Cecil/Harford**

103 S. Hickory Avenue  
Bel Air, MD 21014

#### **Lower Eastern Shore Dorchester, Somerset, Wicomico, Worcester**

201 E. Main Street  
Salisbury, MD 21801

#### **Midwestern Maryland Carroll, Frederick, Washington**

22 S. Market Street  
Suite 11  
Frederick, MD 21701

#### **Montgomery County**

600 Jefferson Plaza  
Suite 430  
Rockville, MD 20852

#### **Prince George's County**

8401 Corporate Drive  
Suite 200  
Landover, MD 20785

#### **Southern Maryland Calvert, Charles, St. Mary's**

15045 Burnt Store Road  
Hughesville, MD 20637

#### **Upper Eastern Shore Caroline, Kent, Queen Anne's, Talbot**

106 N. Washington Street  
Suite 101  
Easton, MD 21601

**TTY Users:** Call Maryland Relay, Dial 7-1-1

[www.peoples-law.org](http://www.peoples-law.org)

For self-help legal information and  
community resources

[www.mdlab.org](http://www.mdlab.org)

For more information

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# Maryland Tenants' Rights: RENT ESCROW and REPAIR OF DANGEROUS CONDITIONS



## Maryland Legal Aid: Who We Are

Maryland Legal Aid is a private, non-profit law firm that provides free, civil legal services to Maryland's most vulnerable residents and communities and is dedicated to protecting and advancing human rights for all.

## Know Your Rights

This brochure is intended to provide general information rather than specific legal advice. While every effort is made to keep this information current, the law sometimes changes. If you have particular legal questions or a pending legal matter, you are strongly encouraged to contact an attorney for legal advice. You may be eligible for free service from Maryland Legal Aid or a volunteer attorney program.

## Before Using the Rent Escrow Law

Before you may go to Court, your landlord must know about the dangerous conditions. The best way to let your landlord know is to send a letter by certified mail listing every dangerous condition in the home and asking for repairs to those conditions. You should keep a copy of the letter and the certified mail receipt.

You may also use the rent escrow law in Court if your landlord actually knows about the dangerous conditions (for example, if the landlord saw the conditions him or herself), or if a local housing inspector comes and does an inspection and issues a notice or citations of defects that need to be corrected by your landlord. In Baltimore County, you may only use rent escrow if your landlord was notified of the dangerous conditions by a letter sent by certified mail, return receipt requested or through a violation notice received from a

governmental agency.

Once your landlord knows about the dangerous conditions, s/he has a "reasonable" amount of time to make repairs. In general, the law gives the landlord 30 days to make the repairs. However, a shorter period of time may be allowed if the conditions are very severe, such as no heat, water or electricity.

## Using the Rent Escrow Law

If your landlord has not repaired the dangerous conditions within a reasonable time, after knowing about the conditions, then you may use the rent escrow law in Court. There are TWO ways to do this:

- You may file a Petition for Rent Escrow in the district Court of the county or city where you live. The Court will then schedule a hearing in the case; or
- You may stop paying rent when your landlord does not make necessary repairs. Thereafter, you may use the rent escrow law to defend yourself in Court if your landlord sues you for not paying the rent. When you appear in Court, you must explain to the judge, through documents or witnesses, why you did not pay the rent and ask to set up a rent escrow account until the dangerous conditions in your home are repaired.

No matter which way you choose to use the rent escrow law, *you must bring with you to Court all rent that you owe as of the date of the hearing.*

## Getting a Rent Escrow Order

Once you go to Court, you must prove that: 1) there are conditions that are a danger to life, health or safety;

2) your landlord knew the conditions existed; and

3) your landlord had a reasonable time to make the necessary repairs, but failed to do so.

Your landlord can try to keep the Court from issuing a rent escrow order by proving that: 1) you caused the dangerous conditions; 2) you would not allow reasonable entry into your home to make repairs; or 3) the Court has entered more than three Court judgments against you within the past 12 months for not paying your rent. In Baltimore City, the Court would have to enter more than five judgments in the past 12 months, or 4) the conditions have been repaired.

### At a hearing for rent escrow:

The Court will listen to both sides at a hearing and make findings of fact. Based on what the Court find, the Court can then order the following relief:

- The Court can order that the lease is terminated
- The Court can dismiss the rent escrow action
- The Court can abate the amount of rent that the tenant must pay each month and order that the lower amount be paid into escrow or paid to landlord directly
- The Court can order the landlord to make repairs

If the judge decides to set up a rent escrow account, the Court will usually order you to immediately pay into the rent escrow account all rent due as of that day and to continue to pay your rent into the rent escrow account

each month on the day rent is normally due. The law allows a Court to abate your rent, i.e., lower the amount of rent you must pay each month if the conditions in the home are very serious. You must ask the judge to do this at the hearing.

### A rent escrow account may be stopped if:

- You miss paying rent payments into the rent escrow account;
- Your landlord makes all of the repairs that the Court decided were necessary;
- You ask the Court to terminate your lease without penalty because your landlord has failed to make repairs

If the Court establishes a rent escrow order, the Court can hold another hearing and order any of the following:

- Money in the escrow account may be given to the landlord after repairs have been made;
- Money in the escrow account can be given to you, your landlord, or another person or agency for the purpose of making the needed repairs; or
- Money may be disbursed to prevent foreclosure; or
- If, after six months, your landlord has not made a good faith attempt to make repairs, you may file a motion to request that the money paid into the rent escrow account thus far be given to you.

Note: If you withhold your rent before you go to Court and are unable to convince the judge to open an account, you will need to pay the full rent owed or the landlord may receive a judgment for possession.