

Welcome to Rentnotices.com

We look forward to servicing your Rent Court needs.
Please keep this for future reference

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ABOUT US

Larry King, the founder of the company, is a veteran Baltimore landlord. He has rehabbed and managed properties since his very early 20's. He found using an agent service for his rent court filings an excellent way to delegate an all too time-consuming landlord exercise. With the dawn of the computer age, though, he realized the limitations of the 9-5 office standard of the industry. He urged their agent to "go computer" to no avail. Larry, also a computer programmer, wrote a web-based program and offered it to the agent. The agent rejected the idea, preferring that the business remain status quo. Larry implemented the software on his own and Rentnotices.com was born. Today, Rentnotices.com is the only online system of its kind and services over 1,200 individual landlords, property managers and apartment complexes.

OUR MISSION

We provide an enterprise-level, web based application for electronic filing of Rent Court/Eviction proceedings in Baltimore City, Baltimore County, Howard County and Carroll County.

We file the necessary paperwork involved in the Rent Court process and act as a landlord's agent for the Rent Court appearance.

As an Agent, our goal for the court appearance is an outcome of "Judgment in favor of the Landlord".

We often meet with a landlord's tenants to discuss case details. We treat them with respect and compassion. We ascertain the pertinent information necessary to fulfill our goal. We explain the process after judgment and direct them to tenant resources as appropriate for their circumstances. We communicate with our clients primarily through the website's message center. We update the landlord and vice-versa throughout the process.

We keep current of legislative changes as they affect the landlord industry and inform our clients primarily through Constant Contact.

We keep current of changes in the local nuances as they may affect the filing guidelines and inform our clients primarily through Constant Contact.

We educate landlords and tenants about the Rent Court process and lead issues.

We refer clients to other resources if they require services that are beyond the scope of our expertise as agents.

SERVICES WE OFFER*

Each service we provide is independent of each other. We do not “automatically” proceed with the next step in the process unless we are instructed to do so by you ordering the service online or calling the office.

Rent Notice Filing/1court appearance is included in the fee

Filing Motions

Eviction Notice Filing

Eviction Notification Service

Lead Paint Inspections-Go to www.leadpaintservices.com for more details

We are not attorneys and do not offer legal advice.

DEFINITIONS OF RENT COURT/EVICTION TERMS

Affected Property

Rentals built before 1950. Rooming houses, commercial properties and properties built after 1950 are exempt from MDE registration requirements.

Amendment

Any “change” to the original court filing.

Back Rent

Any rent owed to you other than the current month/late charge. This may include previous month’s rent/water bill etc. as allowed by jurisdiction collectible in rent court.

Case Continued/Postponed

Terms are used interchangeably. A case, for whatever reason, may be rescheduled to a future day.

Dismissal

A case, for whatever reason, is no longer “alive”. A case may be voluntarily dismissed by the landlord (or us as the landlord’s agent) in case of a full payment prior to the court date. The case may be dismissed by the judge due to lack of vital information on the notice or if the case was not served properly to the tenant.

Failure To Pay Rent Complaint (FTP)

Also known as a “Rent Notice”. This is the form that initiates the process for a landlord to evict a tenant for non-payment of rent. It is a legal document and must be fully and accurately completed and signed under penalty of perjury.

Future Rent

The court sometimes allows a landlord to seek rent for the following month if the court date will fall after the due date of the rent. We do not allow “future rent” in the normal course of filing. If a landlord calls and specifically requests future rent, it may be hand written in to the notice.

Judgment By Consent

The tenant shows up for court and agrees to the amount claimed on the notice.

Judgment By Default

Tenant does not show up for court

Judgment For Possession

“Normal” rent court Judgments are for possession of the property. The tenant has the right to “redeem” possession of the property by paying the judgment amount and the actual court costs. The exception is a judgment that was awarded without a “Right of Redemption”.

Jurisdiction

This is the location where the case will be heard. It is always the City/County in which the rental property is located. It is imperative that you select the correct jurisdiction on the website so that it is properly filed.

Late Charge

Under Maryland law for residential properties, the late charge may not exceed 5% of the monthly contract rent, even if your lease makes for other provisions. For a subsidized property, the maximum late charge is 5% of the **tenant’s portion**. For a weekly rental, the maximum late charge is 3.00 per week, no matter what the rent is.

Lead Paint Certificate

All affected properties must be registered with MDE. This is a separate registration that the Baltimore City registration. The correct number to be entered on the rent notice is located at the right top section of the certificate. A new lead certificate is required each time a new tenant moves into the property. Your owner # (tracking #) is the number assigned to you by MDE as the owner.

MDE

Maryland Department of the Environment

Money Judgment

A landlord may seek a monetary judgment in addition to a typical judgment for possession. With a money judgment, the landlord may convert the judgment to a civil case, and place a lien on the tenant/garnish their wages. In order for us to obtain a money judgment, the following must take place.

1. The notice **must** be filed with an attached "Proof of Service"-It can not be requested after-the-fact.
2. Personal service on the tenant **must** be successful (either by the sheriff or a private process server).
3. The judge must grant the money judgment at court.

Motion

A written request to the Court, filed with the Court, to make a change to the original filing, such as a postponement or a new hearing based on new information obtained after the trial.

Non-est

The court requires that the tenant be notified of a rent notice court date via

1. Regular Mail
2. Sheriff or Constable Posting of the Property

Notice must be successful by both methods. If not successful, the case is dismissed and the case must be refiled. The most common cause of the post office returning the mail is an insufficient (wrong zip code, incomplete address, misspelled street, etc.) The most common reason(s) that a sheriff will be unable to post a property is

- 1.) The property (single family) lacks house numbers affixed to the property
- 2.) The doors (multi-family) are not marked as they appear on the notice (ie: the notice reads "First Floor Apt" and the door is labeled "1", or vice-versa)

No Right of Redemption

In Baltimore City, if you have 4 prior judgments within the previous 12 months you may request on the 5th filing "No Right of Redemption" by the tenant. "Judgment" is defined as a rent case in which the ruling was in the favor of the landlord. Dismissed cases or cases ruled in favor of the tenant are not counted.

"No Right of Redemption" means that even if the tenant produces the balance due the landlord still has the right to eviction the tenant. In Baltimore County, Carroll County and Howard County, 3 prior judgments are sufficient to seek "No Right of Redemption". The case numbers and court dates of the previous judgments must be listed correctly on the notice at the time of filing.

Reissue

On occasion, the sheriff does not return the paperwork to the court. The court will order that the process will “begin again” without a charge to the filer. A new date for the case will be mailed to us.

Rent

The “rent” is the monthly or weekly contract rent as reflected in the lease. In some jurisdictions, water bills, environmental fines, BGE bills etc. may be considered as “additional rent” if your lease specifically states it as “additional rent”. (See lease tips). Security deposits are not considered “rent”. Currently, ONLY water bills are considered “additional rent” if the lease provides for it. IT IS NOT SUFFICIENT FOR THE LEASE TO STATE MERELY THAT THE TENANT IS RESPONSIBLE FOR IT.

Rent Escrow

If a tenant has significant repair issues that involve a threat to life, health or safety, they may request to pay their rent to the court, rather than the landlord. An inspection is done to the property and the court holds the money until the repairs are made. Once the repairs are made, the funds (minus possible concessions made to the tenant) are released to the landlord.

Warrant of Restitution

Referred to as an Eviction Notice (also known as a Put-Out Notice)

The second and final notice filed with the court in the regular process.

THE RENT COURT/EVICTION PROCESS

There are 5 basic steps that need to be completed in the entire process to evict your tenant for non-payment of rent;

1. File Failure To Pay (Rent Notice)
2. Court Appearance
3. File Warrant (Eviction Notice)
4. Schedule Eviction With The Sheriff
5. Tenant Eviction Notification (Baltimore City Only)
6. Eviction

1. File Failure To Pay (Rent Notice)

This is the first step in the process to evict your tenant for non-payment of rent. Generally speaking, we receive a court date within 2-3 weeks of filing the notice. Notices are filed approximately 3 times a week for the City and once a week for the County jurisdictions (We service Baltimore, Howard and Carroll Counties.) Our fee includes the filing and one court appearance.

The notice is a legal document and it is imperative that it be clear and complete. All adult signers of the lease should be listed (both first and last name). Minors should not be included. The full street address (including suffix and street direction, if appropriate.) If the house is an “affected property”, you must include a MDE lead certificate number on the filing. Lack of a valid cert number is grounds for dismissal. Any “back rent” owed should be entered separately by month. Do not include any months of rent for which you have already received judgment.

After the notice is filed with the Court, the Court mails a copy to the tenant and the sheriff (or constable) posts a copy of the notice on the door of the property. Successful service by both methods is necessary for us to obtain a judgment. If the post office returns the notice for an improper address, the case will be dismissed for improper service (Non-est). If the sheriff is not able to post the property, the case will be dismissed for improper service (Non-est). The most common cause of the sheriff not posting is lack of an address on the property. For a multi-unit property, the doors should be clearly marked exactly as they appear on the notice. Even if your property is a row house and the properties on each side are marked, the sheriff will not post your property.

We are not informed of improper service until the court date. If the case is dismissed for Non-est, the notice needs to be corrected or the address affixed on the property and refiled. The court fee and our service charge is the same as the original.

On occasion, the sheriff does not return the paperwork to the Court. In this case, the Court “Re-issues” the notice and we will receive a new court date. In this instance, there is no additional filing/service charge.

Generally, we receive a judgment for possession of the property only. The tenant has the right to “redeem” possession of the property by paying the rent and actual court costs and the landlord must cease any further action for that case.

Exceptions:

“No Right of Redemption *See Definitions

“Money Judgment” *See Definitions

If you are seeking a money judgment or no right of redemption, they must be requested before the notice is filed with the Court. If a money judgment is not awarded, your recourse is to file a civil suit in small claims court.

In Rent Court, the burden of proof is on the landlord, not the tenant, so we need to be prepared for the case. If the tenant disputes and we have not been prepared by the landlord to present a case properly, we will request a postponement for the landlord to appear. We do not appear for a continued case in this instance.

Preparation for your case: Please upload docs via the website, fax to 443-291-6212 or email info@rentnotices.com We will need;

- ? A copy of your lease and bill(s) if you are requesting anything other than monthly rent
- ? A record of rent payments/balance owed dating back at least as far as when the tenant became delinquent
- ? To know about a problem tenant where you anticipate that they will show up claiming x, y, z. Depending on circumstances, we may request a written statement or your testimony in court to address tenant "issues"
- ? Any pre-trial updates, such as amendments (partial payments) or dismissals (full payment). Click on "Amend My Notices"

2. Court Appearance

Please be available the day of court via phone just in case there is a need for the rent court agent to consult with you. Most tenants do not attend court.

If the tenant does not show for court, we should receive “Judgment By Default”.

If the tenant shows and agrees with the amount on the notice, we should receive “Judgment By Consent”. In both instances, the tenant has 4 days to appeal the case. If the case has not been appealed, the landlord may proceed to the next step, ordering the Warrant of Restitution (Eviction Notice). It may be filed 5 business days after the court date (7 days total). Our system allows the landlord to order the notice 6 days after the court date so that it can be filed on the 7th day but not before.

If the tenant shows and disagrees with the amount;

- 1) If the landlord has provided the necessary documentation to present a viable case, there will be a trial.

- 2) If the landlord has not provided the necessary documentation to present a viable case, the agent may request a postponement for the landlord to appear. We do not appear for a continued case in this instance.

If the tenant shows and has withheld the rent based on some other “issue”, the agent (or the Court) will determine the next course of action.

In a case where the tenant claims repair issues threatening “Life, Health or Safety”, the judge may order that a Rent Escrow be established. A court inspector will inspect the property and there will be a new trial. The tenant will be ordered to pay the rent to the Court or bring the rent to the escrow trial. Depending on the circumstances, the judge may reduce the amount of rent owed to you by the tenant. We do not appear for rent escrow cases.

Occasionally, a tenant will appear and want to pay the rent at court. Depending on the circumstances, the agent will;

Instruct the tenant to pay the landlord directly-(the agent will proceed with the trial)
Accept (in cash or money order only) a full payment tenant and dismiss the case
Accept (in cash or money order only) a partial payment and amend the notice and proceed with the case for the balance owed

The agent will not accept a check from the tenant.

You will receive an email by 5:00 PM on the court date to check the Message Center for your Court Outcome.

3. File Warrant (Eviction Notice)

The Warrant may be filed one week from the court date-the system allows the landlord to order the notice 6 days after the court date.

If you have received any payments since the court date, the eviction notice must be amended before filing. The website will prompt you to enter the new total due.

Once we file the notice with the court, you may NOT accept further payments and still proceed with an eviction. If the tenant pays in full, you will simply not proceed with the next step (scheduling the eviction with the sheriff). If the tenant pays a partial payment, you should return the payment to the tenant with a note that you will only accept a full payment with court costs.

4. Schedule Eviction With The Sheriff

One week after the Warrant is filed, start calling the sheriff to schedule the eviction. You will need the address and case number when you call. You may want to call sooner to find out the sheriff for your area and his/her office hours.(They have office hours 1 1/2 hours per day). At the time of this writing, the sheriff’s office (Baltimore City) is claiming that they are not receiving the paperwork from the Court for 10-12 days after the filing date. The sheriff (Baltimore City) will schedule the eviction 2-6 weeks later. Once you have the eviction date, you need to notify the tenant of such. If your tenant

satisfies the judgment after the eviction is scheduled, you will need to call the sheriff to cancel the eviction.

5. Tenant Eviction Notification (Baltimore City Only)

In Baltimore City, the landlord must provide notice of the eviction date to the tenant. The notice must be mailed by first class mail with a certificate of mailing from the post office and sent certified mail with a return receipt at least 15 days in advance of the eviction date.

The notice must be posted to the premises at least 7 days in advance of the eviction. The poster of the notice must sign an affidavit that he/she posted the premises.

A PDF of the notice we use is located and can be downloaded from our website.

If you wish us to perform this serve, click the button on the welcome page “Order Eviction Notification”. Upon the completion of the paperwork and posting, you can download the documents by clicking “Download Eviction Notification Documents”.

7. Eviction

Be prompt and do not enter the property before the sheriff arrives. Make sure you have all of the evidence for the eviction notification requirements.

The sheriff will not evict without them

Change the locks and do not allow the tenant any further access. Chattels are no longer put on the street. You may donate the property, keep the property or dispose of the property in a landfill

LANDLORD TIPS

- ? “Water bill is considered additional rent and therefore collectible in rent court” is the only acceptable phrase that will allow you to obtain a judgment in rent court for a water bill. It is not sufficient that the lease states that the tenant “is responsible” for water bills or “water is not included”
- ? Lack of a valid lead paint certificate is grounds for dismissal even if the tenant does not appear
- ? In Maryland, the maximum, late charge is 5% of the monthly contract rent, even if your lease makes for other provisions. For a subsidized property, the maximum late charge is 5% of the **tenant’s portion**. For a weekly rental, the maximum late charge is 3.00 per week
- ? Don’t make any arrangements with the tenant to discount the rent in lieu of labor. If you have a tenant do work for you-Keep everything separate and keep records of everything!
- ? Keep a ledger of charges, payments, running balance. Make sure the tenant understands (verbally and written) that payments will be applied to any unpaid balances (previous court costs/late charges, utilities, environmental fines, etc) **FIRST** and deficits will be sought in Rent Court
- ? The lease should be very specific about the due date and the consequences of late payments. (ie; immediate summary ejection proceedings will commence). Many tenants believe their rent is due by the end of a 5 day “grace period”
- ? If your tenant returns the keys to you, you have “possession” of the property. Until such time, you **DO NOT** have legal possession. If your tenant moves out before the eviction is executed, you should follow through with the eviction process

OTHER LANDLORD-TENANT ISSUES AND RESOURCES

We refer Mary Atwood 410-258-0992 for evictions

We refer Jeff Tapper 410-363-2355 for collections matters and these actions;

Breach of Lease

Tenant has violated the rules of their contract with their landlord and the landlord wishes to terminate the contract.

Tenant Holding Over

Landlord has given the tenant proper notice to vacate the property, the date has passed and the tenant remains in the property.

Squatter

Someone has taken illegal possession of the property.

MDE Registration 1-800-776-2706

<http://www.mde.state.md.us/assets/document/LeadCoordination/Rental%20Property%20Registration%20Form.pdf>

EPA's "Protect Your Family From Lead In Your Home"

<http://www.epa.gov/lead/pubs/leadpdf.pdf>

Notice Of Tenants' Rights

<http://www.mde.state.md.us/assets/document/LeadCoordination/WasLeadLEDfsNoticeTenantsRights.pdf>

Sheriffs' Numbers

Baltimore City 410-396-7412

Essex 410-512-2333

Towson 410-887-3151

Catonsville 410-887-0872

Baltimore Neighborhoods, Inc 410-243-6007

<http://www.bni-maryland.org/programsandservices/tenantlandlord/index.htm>