



DISTRICT COURT OF MARYLAND FOR

Located at Court Address

Telephone City/County Case No.

Landlord (Plaintiff)

vs.

Tenant (Defendant)

Tenant (Defendant)

Tenant (Defendant)

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(s) as (a) tenant(s), under a written lease which expires on Date.
2. Is the property required to be licensed in order to operate as a rental property?
3. The lease permits the landlord to recover the premises if the tenant(s) breaches the lease. The tenant(s) is (are) in breach of the lease, because (attach second sheet if necessary).
4. The landlord has given the tenant(s) 30 days written notice or 14 days written notice (because the breach causes a clear and imminent danger of serious harm to others or the property) that the tenant(s) is (are) 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.
5. The tenant(s) or person(s) in actual possession has (have) 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.

SCRA INFORMATION

- At least one tenant is in the military service. Name of tenant(s) in the military:
No tenant is in the military service. 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 the military service. Verified through DOD at: scra.dmdc.osd.mil/ 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 Attorney Number Address
Printed Name City, State, Zip
Date Telephone Fax E-mail

SUMMONS

STATE OF MARYLAND, :

To the sheriff/constable:

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

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

Returnable to this court on or before Date

Date Judge/Clerk ID Number

NOTICE TO THE TENANT(S): (1) 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 be issued.

(2) Information about available protections for pets during an eviction can be found through the Maryland Department of Agriculture's website at mda.maryland.gov/Pages/Pets-and-eviction.aspx

(3) 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.

Need legal help or rental assistance? Talk with a lawyer at a Maryland Court Help Center. Free. Online. In Person. By Phone. Necesita ayuda legal o asistencia con el alquiler? Hable con un abogado en un Centro de Ayuda de Los Tribunales de Maryland. Gratis. En línea. En persona. Por teléfono. mdcourts.gov/helpcenter 410 260-1392.



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Address of Landlord/Attorney
City, State, Zip Telephone

Tenant (Defendant)
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Address of Tenant
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Printed Name
Date Telephone

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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

_____ Tenant(s) _____, on _____ Date _____ Time _____ AM PM.

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

_____ Name _____, _____ Title _____ on
_____ Date _____ Time _____ AM PM at _____ 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 the 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 _____ Ht _____ Wt _____ Hair _____ Eyes _____ 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 _____



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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(s)
After trial By consent
Execution stayed until
Execution stayed by filing an approved appeal bond in the amount of \$

Date

Judge

ID Number