

Filing the Rent Court / Eviction Notices

- Filing the Failure To Pay Rent Notice The very first step taken to for the Tenant's non-payment of the monthly rental proceeds. After the notice has been filed it generally takes about 2 (two) to 3 (three) weeks to receive a date and time for the court appearance. Our Notices are filed (twice) a week for Baltimore City and (once) a week for Baltimore County. rentcourtfiling.com fees include one court notice filing and one court appearance.
- We use the legal document notices provided by the Clerk's office for District Court House in that jurisdiction it is very important that all concerns are clear and complete. Everyone over the age of 18 years old and are on the current residential Lease should be considered and listed on the notice. Their full name will be required. You must include the entire full street address. It is very important that you include if applicable the suffix and street direction as well. The MDE Lead Cert number is also required to be included on the notice (if your rental property is considered to be "affected property". If the MDE Lead Cert number is not included on the notice for filing the court will dismiss the case/notice. If you are entitled to receive "back rent" please enter each month your entitled for SEPARATELY by month. Please do not include any rent onto your court notice filing that you have already received a judgment for.
After the court receives the notice, the court will mail out a copy of the notice to your Tenant(s). This will be done by a Sherriff or Constable of the court and posted and affixed to the rental property's door. In order for you to receive a successful "Judgment for the Plaintiff (Landlord)" the Sherriff or Constable of the court must be able to affix the court notice to the rental property's door without compromise. **Dismissal of the case will result for the following:** If the Sherriff or Constable cannot post the notice. This normally happens because the Sherriff or Constable did not have the proper legal address dully noted as required on the "court filing notice", or the proper address was not properly affixed to the rental property's door as required by law. If your property is a Multi-Family Dwelling it is very important that each unit's door is clearly and properly marked with the affixed property address. This required property address matter must also be enforced and provide for even if the homes or units next to your rental property are marked. Keep it simple; please properly affix your legal rental property's address to the door to avoid any possibilities to have your case dismissed.
Unfortunately, we are not made aware of a specific court filing notice that was not able to be processed and results in a dismissal until the court date and hearing. If the case is dismissed you will have to correct the identified problems and start the entire process all over again.
rentcourtfiling.com filing fee and court appearance will be the same as the original initial one.

There will be no additional court notice filing fees if the Sheriff Department did not hand in the paper work to the court.

Normally, we receive a "Judgment in favor of the Landlord" for the possession of the rental property. The Tenant(s), can redeem the rental property by paying for the rent notice in full including and additional fees. The landlord will then have to stop any further actions regarding that rent court notice filing. The Tenant(s) have the right to redeem their rental property 4 times within a twelve month lease. On the 5th time the Tenant(s) is filed on you can file the rent court notice as indicate that you would like to file the rent court notice with the "Right of No Redemption". This means if the Tenant(s) pay for the rent court notice in full - they will no longer have the right to redeem the rental property and have to vacate per the required vacate terms which are separate from the rent court notice filing. The "Right of No Redemption" and a "Money Judgment" must be requested before filing the rent court notice. If you cannot file a "Money Judgment" you will then have to file a "Civil Notice" to collect the unpaid balances due. It is the landlords responsibility to prove that the Tenant(s) owe the balance or balances due pertaining to the rent court notice. If the Tenant(s) argues and dispute the rent court notice filing amount(s) and we do not have all of the proper documents to counter their dispute, we will ask the court to postpone the judgment so that we can collect the proper documents necessary to win a "Judgment for Possession" in favor for you the landlord. If a postponement is awarded by the court for your rent notice filing for a specific rental property we will not appear back in court to continue the case. To continue the case will require you to pay additional fees for our services to represent you for the continuances of the postponement case. This is normally and additional fee of **\$46.00**.

Necessary information needed for your rent court notice filing:

1. A copy of your current Residential Lease.
2. Any other receipts or bills that you are requesting for payment that support the specific rent court notice filing amount.
3. A copy of the MDE Lead Certificate if the property is an "affected property".
4. If you have any information that will support the rent court notice filing before the court date and time, and if the Tenant(s) makes a payment towards their balance due (*partial payment*), or pays for the entire balance due (*paid in full*), after their rent court notice is filed, we will need you to "Amend the Rent Court Notice filed" by **faxing** the update information to us at (Fax) [410-284-6844](tel:410-284-6844) or by **e-mailing** the update information to realtor@propertymgtinc.comcastbiz.net.
5. If you think the Tenant(s) may come to court to contest the rent court notice filing, you will need to **fax** the update information to us at (Fax) [410-284-6844](tel:410-284-6844) or **e-mail** the update information to realtor@propertymgtinc.comcastbiz.net.

An authorization or written declaration may be required from us regarding any problems the you feel that the Tenant(s) may present to counter their complaint by presenting your written declaration to the court.

Court Date - Agent Appearing in Court

1. realtor@propertymgmtinc.comcastbiz.net. may need to reach you in the event they have any questions or concerns that may come up regarding your rent court notice. Please make yourself available. We will need to contact you by phone if necessary.
2. It is not necessary for the Tenant(s) to be present at court.
3. Receiving a "Judgment for Possession of the Property in Favor of the Landlord" is our purpose and goal. This is normally the outcome.
4. Receiving a "Judgment By Default" means that the Tenant(s) was not present at court.
5. Receiving a "Judgment By Consent" means that the Tenant(s) was present but agreed to the rent court notice amount \$.
6. Both the "Judgment By Default" and the "Judgment By Consent" is a win for you the landlord.
7. After receiving the judgment the court allows the Tenant(s) up to 4 days to appeal the judgment. If the Tenant(s) does not appeal the judgment decision than you will need to move forward with the "Eviction Notice Process" known as the court filing notice "Warrant of Restitution". See our ***Eviction Posting and Photo Fee*** section statement indicated above.
8. A trial may take place if the Tenant and you the Landlord do not agree to the rent court notice amount and etc. If the Agent feels as if the landlord does not have the correct or necessary information to support the rent court notice filing, the Agent will ask the court for a postponement of that rent court notice. If a postponement is awarded by the court for your rent notice filing for a specific rental property we will not appear back in court to continue the case. To continue the case will require you to pay additional fees for our services to represent you for the continuances of the postponement case. This is normally an additional fee of **\$46.00**.
9. Occasionally the Tenant(s) will not pay you the landlord their rent payment and withhold payment of their rent because they claim that their rental property presents to them either of the following or all of the following: Health, Life and Safety risk, endangerment(s). At that time the judge can order the Tenant(s) to pay their rent into the court establishing a "Rent Escrow", and order a Housing Inspector to inspect your rental property to confirm the complaint of the Health, Life and Safety risk, endangerment(s) notated.
realtor@propertymgmtinc.comcastbiz.net. does not normally appear for court regarding a "Rent Escrow Case". Nevertheless, if you would like our professional representation for the "Rent Escrow case" a fee will be determined, asset and negotiated with and for you. You will need to contact the office to communicate and correspond with our maintenance department or if you are handling the maintenance yourself - we will need to know when the necessary work has been completed so that we can expedite the Re-Inspection of your rental property. You will need to identify what items will need to be corrected (which will be clearly marked on the Housing Inspectors inspection) and have each of those items corrected in a required timely fashion (Normally 30 days from the initial inspection date of the Housing Inspectors

inspection). Once the items are corrected and completed within the required necessary time, you will need to notify us and we will *call the Housing Inspector back out* to the rental property to confirm that all the sited items on the initial inspection were corrected without compromise.

10. At the Court House on the day of the rent court notice: If the Tenant(s) pays in full for the balance amount due on the rent court filing notice, or if the Tenant(s) pays a partial payment towards the rent court filing notice before the case goes to trial on that day - the Agent depending on the specific circumstance will either ask the judge to "Dismiss" the notice (for a full payment of the balance due), or will tell the judge to "Amend" the notice (for partial payment(s)).
 11. At the Court House on the day of the rent court notice: The Agent will only be able to accept forms of payment from the Tenant(s) by way of cash or money order(s). **NO CHECKS** will be accepted as means for payment.
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