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# Landlord Beware: Private Actions By Tenants Under The Maryland Consumer Protection Act

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by Professor Michele Gilligan

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The balance of power between residential landlords and tenants has steadily shifted since the abandonment of *caveat emptor* by statutes and case law increased a landlord's obligations to a tenant.<sup>1</sup> The Court of Appeals of Maryland in *Golt v. Phillips*<sup>2</sup> continued this shift by applying the Maryland Consumer Protection Act<sup>3</sup> ("CPA") to residential landlord-tenant situations.<sup>4</sup>

The significance of *Golt* is not only the application of the CPA to landlords, but also the sweeping remedy the CPA provides to tenants. The tenant in *Golt* was permitted to recover restitutionary and consequential damages from the landlord for the landlord's breach of the CPA.<sup>5</sup> These damages included all rent previously paid by the tenant, moving expenses, and the difference in cost between reasonable substitute housing and the remaining lease term.<sup>6</sup> Prior to *Golt*, the only clearly available remedies to residential tenants where those remedies provided by landlord-tenant laws. *Golt* signals the availability of additional remedies under the CPA.

The CPA was enacted to deal with all consumer problems, not just, or primarily, landlord-tenant matters. When the Maryland General Assembly enacted the CPA in 1973 it made three specific findings: (1) consumer protection was a major issue facing all levels of government

because of an increase in deceptive practices;<sup>7</sup> (2) existing laws were inadequate to deal with the issue;<sup>8</sup> and (3) according to the county hearings held during the 1973 interim increased enforcement of consumer protection laws was necessary.<sup>9</sup> The CPA had three specific purposes: (1) to set minimum statewide standards of consumer protection;<sup>10</sup> (2) to restore confidence in honest business people;<sup>11</sup> and (3) to enforce the statewide standards to stop deceptive practices and to assist consumers in getting relief from such practices.<sup>12</sup> In 1976 the CPA was amended to include consumer real estate in its coverage.<sup>13</sup>

The CPA labeled many practices as unfair or deceptive trade practices.<sup>14</sup> Among the practices condemned which are particularly pertinent to landlord-tenant matters were: (1) misleading oral and written statements or descriptions;<sup>15</sup> (2) representations that consumer realty had a sponsorship, approval or characteristic which it did not;<sup>16</sup> (3) representations that consumer realty was of a certain standard, quality or model which it was not;<sup>17</sup> and (4) failure to state a material fact if its omission tended to deceive.<sup>18</sup> The CPA then prohibited a person from engaging in the listed practices in a lease or offer to lease consumer realty.<sup>19</sup>

A person engaging in these prohibited practices is subject to the enforcement procedures and penalties of subtitle 4 of the

CPA.<sup>20</sup> The primary mechanism for enforcing the CPA is a civil or criminal action by the Consumer Protection Division of the Office of the Attorney General (the "Division") which may be initiated by a consumer complaint or a Division investigation.<sup>21</sup> The Division may seek a negotiated settlement,<sup>22</sup> an ex parte injunction,<sup>23</sup> a permanent injunction,<sup>24</sup> a cease and desist order after public hearing,<sup>25</sup> arbitration,<sup>26</sup> or civil<sup>27</sup> and criminal penalties<sup>28</sup> against the person who engages in prohibited practices.

The CPA also provides a private cause of action for damages for "injury or loss sustained by [any person] as the result of a practice prohibited by this title."<sup>29</sup> In the first analysis of the CPA done in a 1979 comment published in the *University of Maryland Law Review*<sup>30</sup> the authors predicted that private actions under the CPA were unlikely because the recoveries were too small to make litigation worthwhile.<sup>31</sup> The comment noted, however: "Since transactions involving real property are likely to involve substantially great sums of money than most consumer transactions, private suits may be likely in this area."<sup>32</sup> The comment then urged the adoption of an attorney's fee provision to make the private action provision of the CPA viable.<sup>33</sup>

In 1986 an attorney's fee provision similar to the one recommended in the com-

ment was adopted. During the legislative hearings on the adoption of an attorney's fee provision many witnesses testified to the potential inclusion of an attorney's fee provision in private actions by tenants against landlords. Nonetheless, the CPA was amended in 1986 to allow reasonable attorney's fees to a person who is awarded damages under the CPA.<sup>34</sup> Conversely, the 1986 amendment makes a person who brings a frivolous private action liable for attorney's fees.<sup>35</sup>

This attorney's fee provision did not exist at the time Legal Aid attorneys represented Mr. Golt in *Golt*. In addition, when the action was brought uncertainty existed concerning the application of the CPA to landlords. This uncertainty existed despite the definition of "consumer" as a "lessee...of consumer realty...,"<sup>36</sup> and the definition of "consumer realty" as "real property...which [is] primarily for personal, household, family or agricultural purposes,"<sup>37</sup> as well as the prohibition of "unfair or deceptive trade practice...in...the lease...of any consumer realty"<sup>38</sup> or "the offer for...lease...of any consumer realty."<sup>39</sup>

The reason for the uncertainty was pointed out in the *Comment*. The CPA has broader remedies than the Real Property Article,<sup>40</sup> and it is not clear that the courts would find the legislative intent of the CPA was to "disrupt the existing nature of business relationships by upsetting the expectations of individuals relying on the limited remedies provided by the Real Property Article."<sup>41</sup>

The suit in *Golt* is not the first suit under the CPA, but it is the first to deal with the relationship between the CPA and landlord-tenant law. The prior cases are *Rogers Refrigeration Co., Inc. v. Pulliam's Garage, Inc.*<sup>42</sup> dealing with the question of who is a consumer under the Automotive Repair Facilities Act and the CPA,<sup>43</sup> *Consumer Protection Div. v. Consumer Publishing Co.*<sup>44</sup> dealing with the right of the Division to appeal adverse rulings and the evidence necessary to sustain a Division ruling,<sup>45</sup> *State v. Action TV Rentals, Inc.*<sup>46</sup> dealing with the information which must be disclosed in advertising,<sup>47</sup> *Anthony Plumbing of Md., Inc. v. Attorney Gen.*<sup>48</sup> dealing with the finality of an order for appeal,<sup>49</sup> *Klein v. State*<sup>50</sup> dealing with the coverage of the CPA, the nature of its remedies, and the relationship of the CPA to the bribery statutes,<sup>51</sup> *Smith v. Attorney Gen.*<sup>52</sup> dealing with the type of conduct which was prohibited in the retail industry and the evidence necessary to prove the violations,<sup>53</sup> and *Devine Seafood, Inc. v. Attorney Gen.*<sup>54</sup> dealing with the remedies the Attorney General could seek.<sup>55</sup> *Golt* is

the most recent case on the CPA, and one of the few private actions under the CPA.

In *Golt*, Mr. Golt, an elderly, disabled retiree, and his daughter-in-law responded to an advertisement by Phillips Brothers and Associates (Phillips Brothers) for a furnished apartment. After inspecting the apartment and receiving assurances that it would be cleaned and repaired, Mr. Golt entered into a month-to-month lease for the apartment in August of 1983. When promised work was not performed Mr. Golt contacted the Baltimore City Department of Housing and Community Development (Department) which inspected several violations of the Baltimore City Housing Code and determined that Phillips Brothers did not have the necessary license or inspection to operate the building as a multiple dwelling. The Department sent Phillips Brothers violation notices requiring it to correct the enumerated violations and to obtain the proper license or discontinue using the building as a multiple dwelling. Phillips Brothers on October 24, 1983, sent a 60 day notice to Mr. Golt to vacate on January 1, 1984. Mr. Golt vacated and moved to another apart-

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ment in early November.<sup>56</sup>

The District Court held that Phillips Brothers could not withhold November's rent from Mr. Golt's security deposit because the apartment was unlicensed and illegal to rent.<sup>57</sup> The District Court denied relief under the CPA because Mr. Golt had inspected the apartment before leasing it and knew its condition.<sup>58</sup>

The Circuit Court dismissed the appeal, and the case went to the court of appeals on writ of certiorari.<sup>59</sup> The pertinent issue on appeal was, "whether the leasing of an unlicensed dwelling unit constituted an unfair or deceptive act under Maryland's Consumer Protection Act (CPA)."<sup>60</sup> The tenant asserted a violation of the CPA, and that under the private cause of action for damages he had a right to restitution

because contracts of illegal businesses were void and to consequential damages for costs incurred when he was forced to vacate.<sup>61</sup> The landlord asserted that the tenant's inspection of the apartment before entering the lease relieved him of liability under the CPA.<sup>62</sup>

In reaching its result, the court of appeals reviewed the CPA. The court found the rental agreement between Mr. Golt and Phillips Brothers "squarely" within the mandates of the CPA,<sup>63</sup> and that advertising and renting an unlicensed apartment violated the CPA.<sup>64</sup> Implicit in the advertising and renting of any apartment was the representation that the leasing was lawful.<sup>65</sup> Thus, the opinion made clear that an express representation did not need to be made to violate the CPA. Regardless of what was actually said, a landlord by virtue of offering an apartment for rent was representing that it has all the appropriate licenses. Consequently the court found advertising and renting the apartment was a "misleading...statement...which...deceive[d] consumers"<sup>66</sup>, and was "a representation that the realty...[has] a sponsorship, approval...[or] characteristic...which [it does] not have."<sup>67</sup> Both were prohibited practices violative of the CPA. The court used interpretation of the Federal Trade Commission Act to reach this result as mandated by the CPA.<sup>68</sup>

In addition, the failure to disclose the lack of licenses was a failure to disclose a material fact which had the tendency to mislead consumers.<sup>69</sup> The court reasoned that all consumers would attach importance to the presence of proper licenses.<sup>70</sup>

Phillips Brothers defended that they were ignorant of the proper licenses necessary. The court found that ignorance of the law was no defense<sup>71</sup> and that none of the relevant CPA provisions required that the landlord have the intent to deceive or scienter.<sup>72</sup> The CPA was violated by virtue of the representation being made, whether made explicitly or implicitly. Furthermore, the tenant's inspection of the premises did not relieve the landlord of liability because an inspection would not reveal if the premises were licensed.<sup>73</sup>

Having determined that Phillips Brothers had violated the CPA, the court turned to the remedy. The "private remedy is purely compensatory; it contains no punitive component."<sup>74</sup> The court looked to Mr. Golt's actual loss or injury caused by the breach of the CPA. To determine that loss the court looked at the purpose of the licensing provisions and determined they were for health and safety not revenue.<sup>75</sup> Consequently, Phillips Brothers, as an unlicensed person under a licensing sta-

tute which existed to protect the public health and safety could not enforce its contract nor could it recover under quantum meruit.<sup>76</sup> To permit it to recover would undermine the efficacy of the regulatory statute. Instead of leaving the parties where they were, the court ordered Phillips Brothers to make restitution of all the rent Mr. Golt had paid under the illegal lease.

Additionally, Mr. Golt was entitled to compensatory damages such as his cost of moving from Phillips Brothers' property to a new apartment, and the difference in the cost between reasonable replacement housing and the remainder of the term under his lease with Phillips Brothers.<sup>77</sup> These compensatory damages in conjunction with restitution of rent paid make this private tenant action under the CPA very attractive. The 1986 addition of attorney's fees make such a private action even more attractive.

Attractive as the result in *Golt* is to a tenant, the case does not answer the question of the relationship of Real Property Article and the CPA. The action in *Golt* dealt with a landlord-tenant situation but the legal theory was common law illegal contract rather than a statutory provision under the Real Property Article. The issue of whether the CPA expands the remedy available in landlord-tenant matters covered by the Real Property Article was not addressed in *Golt*.

Currently, private actions under the CPA may not offer a more attractive solution for a tenant problem than existing law. For example, where the landlord promises to deliver the leased premises on a particular date and then fails to deliver actual possession on that date, the statutory covenant of quiet enjoyment provides the same remedies to a tenant as the CPA would under *Golt*.<sup>78</sup> If the tenant chooses to terminate the lease, the landlord is liable to the tenant for restitution of all prepaid rent and deposits.<sup>79</sup> In addition, the landlord is liable for all consequential damages actually suffered by the tenant.<sup>80</sup> If the tenant continues the lease, the tenant's rent is abated for the period the tenant is denied possession.<sup>81</sup>

In these circumstances the statutory covenant of quiet enjoyment may be more appealing than the CPA to a tenant because the result is certain since the provisions are so specific and no questions can be raised concerning applicability. Also, the CPA provides damages for loss suffered<sup>82</sup> which may be less certain than the specific enumerated provisions of the statutory covenant of quiet enjoyment, and therefore, more of a risk to a tenant. The CPA does, however, provide attorney's fees if the tenant is successful.<sup>83</sup>

The area of landlord-tenant matters where the application of the CPA would make an impact is where the statutory remedies in the Real Property Article are more limited than those in the CPA or the statutory provision in the Real Property Article does not provide a remedy and the CPA does. In these two situations, private actions by tenants under the CPA do have the potential to allow dramatic expansion of the remedies available to a tenant.

An example of where the remedy under the Real Property Article is more limited than the CPA is the rent escrow statute. Under the rent escrow statute for dangerous defects, a residential tenant is allowed to pay rent into an escrow account in the court until the landlord makes repairs of the dangerous defects.<sup>84</sup> In ordering the establishments of this escrow account the court may abate the amount of rent required to be paid.<sup>85</sup> After the escrow account is established, if the landlord fails to make repairs in the time limit set, the court may terminate the lease and order restitution of all funds in the account

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to the tenant.<sup>86</sup> The statute has no provision for compensatory damages.

If a situation arises because of a concomitant breach of the rent escrow statute and the CPA, such as the landlord's false representation of the condition of the premises<sup>87</sup> and the condition misrepresented being a dangerous defect which the landlord is required to repair,<sup>88</sup> the CPA would permit compensatory damages to a tenant. These damages might include electric heaters needed because of the loss of heat, emergency plumbing service when the septic system is not fixed, and utility bills and fees.

In addition to an increase in the damages available in the rent escrow situation, the CPA increases the conduct for which the landlord may be liable. The CPA, unlike the rent escrow statute, does not classify the misrepresentation according to level of hazard they represent, but focuses on

whether there were material to a tenant's decision to rent<sup>89</sup> or misrepresented a fact about licensing, or quality.<sup>90</sup> The lack of functioning air conditioning is not actionable under the rent escrow statute,<sup>91</sup> but under the CPA, if represented as functioning or material to the tenant's decision to rent, it will be actionable. The loss suffered under the CPA may be the cost of a fan or of the repair of wiring.

In addition to expanding the more limited Real Property Article remedies, the CPA may provide a remedy where none is currently available. Under the retaliatory eviction statute, the tenant can sue to stop the landlord's conduct in decreasing services or evicting the tenant, but the statute makes no provision for compensating the tenant for the injury suffered.<sup>92</sup> Applying the CPA in this situation would permit the tenant to seek compensatory damages for the difference in the rental of existing housing and substitute housing or the cost of providing substitute services. The CPA claim would rest on the implicit or explicit misrepresentation<sup>93</sup> which started the chain reaction leading to the diminishment of services or eviction: the tenant's complaints about conditions, the tenant's contact with public authorities, and the landlord's notice to quit.

This potential use of the CPA to expand actions and remedies available in situations covered by the Real Property Article is clear. Such use would be within the stated objectives of the CPA to set minimum statewide standards of consumer protection.<sup>94</sup> Also, as remedial legislation, the CPA is to be liberally construed and its remedies extended to all situations it covers.<sup>95</sup>

Thus, the CPA should provide additional remedies to the Real Property Article. However, *Golt* does not explain the relationship of the CPA and the Real Property Article because the facts of *Golt* do not involve the breach of a specific statute in the Real Property Article. Additionally it's unclear what relationship the Court will find between the Real Property Article and the CPA; however, it is clear that landlord-tenant situations do come “squarely” within the plain language of the statute.

For the time being, the effect of *Golt* is to allow a tantalizing glimpse of the possibilities under the CPA. Using the CPA gives tenants the freedom to pursue claims which in the past they did not pursue under landlord-tenant law because the recovery was too minimal for litigation to be worthwhile and any recovery was consumed by the attorney's fees. With the CPA providing attorney's fees and the possibility of restitutionary and compensato-

ry damages, tenants may be willing to seek remedies for wrongs that in the past they endured.

## Notes

<sup>1</sup>RESTATEMENT (SECOND) OF PROPERTY chap. 5 (1977); D. BREGMAN & G. EVERNGAM, MARYLAND LANDLORD-TENANT LAW, PRACTICE AND PROCEDURE 22-41 (1983); R. SCHOSHINSKI, AMERICAN LAW OF LANDLORD AND TENANT §1:1 (1980); Davison, *The Uniform Residential Landlord and Tenant Act and its Potential Effects Upon Maryland Landlord-Tenant Law*, 5 U. BALT. L. REV. 247, 249-251 (1976).

<sup>2</sup>308 Md. 1, 517 A.2d 328 (1986).

<sup>3</sup>Ch. 704, 1974 Md. Laws 1484. The present version of the Act is contained in MD. COM. L. CODE ANN. §13-101 *et seq.* (1986).

<sup>4</sup>Ch. 907, 1976 Md. Laws 2487.

<sup>5</sup>*Golt v. Phillips*, *supra* note 2 at 334.

<sup>6</sup>*Id.*

<sup>7</sup>MD. COM. L. CODE ANN. §13-102(a)(1)(1986).

<sup>8</sup>MD. COM. L. CODE ANN. §13-102(a)(2)(1986).

<sup>9</sup>MD. COM. L. CODE ANN. §13-102(a)(3)(1986).

<sup>10</sup>MD. COM. L. CODE ANN. §13-102(b)(1)(1986).

<sup>11</sup>MD. COM. L. CODE ANN. §13-102(b)(2)(1986).

<sup>12</sup>MD. COM. L. CODE ANN. §13-102(b)(3)(1986).

<sup>13</sup>Ch. 907, 1976 Md. Laws 2487. This provision is contained in MD. COM. L. CODE ANN. §13-303(1) & (2)(1986).

<sup>14</sup>MD. COM. L. CODE ANN. §13-301(1986).

<sup>15</sup>MD. COM. L. CODE ANN. §13-301(1)(1986).

<sup>16</sup>MD. COM. L. CODE ANN. §13-301(2)(i)(1986).

<sup>17</sup>MD. COM. L. CODE ANN. §13-301(2)(iv)(1986).

<sup>18</sup>MD. COM. L. CODE ANN. §13-301(3)(1986).

<sup>19</sup>MD. COM. L. CODE ANN. §13-303(3)(1) & (2)(1986).

<sup>20</sup>MD. COM. L. CODE ANN. §13-401 *et seq.* (1986).

<sup>21</sup>MD. COM. L. CODE ANN. §13-401(1986).

<sup>22</sup>MD. COM. L. CODE ANN. §13-402(a)(1),(b),(c)(1986).

<sup>23</sup>MD. COM. L. CODE ANN. §13-402(a)(2)(1986).

<sup>24</sup>MD. COM. L. CODE ANN. §13-406(1986).

<sup>25</sup>MD. COM. L. CODE ANN. §13-403(1986).

<sup>26</sup>MD. COM. L. CODE ANN. §13-404(1986).

<sup>27</sup>MD. COM. L. CODE ANN. §13-410(Supp. 1986).

<sup>28</sup>MD. COM. L. CODE ANN. §13-411(1986).

<sup>29</sup>MD. COM. L. CODE ANN. §13-408(Supp. 1986).

<sup>30</sup>Comment, *Maryland's Consumer Protection Act: A Private Cause of Action for Unfair or Deceptive Trade Practices*, 38 MD. L. REV. 733 (1979).

<sup>31</sup>*Id.* at n. 184.

<sup>32</sup>*Id.* at 759.

<sup>33</sup>*Supra* at note 30.

<sup>34</sup>Ch. 344, 1986 Md. Laws 1334, MD. COM. L. CODE ANN. §13-408 (b)(Supp. 1986).

<sup>35</sup>MD. COM. L. CODE ANN. §13-408(c)(Supp. 1986).

<sup>36</sup>MD. COM. L. CODE ANN. §13-101(c)(1)(1986).

<sup>37</sup>MD. COM. L. CODE ANN. §13-101(d)(1986).

<sup>38</sup>MD. COM. L. CODE ANN. §13-303(1)(1986).

<sup>39</sup>MD. COM. L. CODE ANN. §13-303(2)(1986).

<sup>40</sup>*Id.* at 763.

<sup>41</sup>*Id.* at 764.

<sup>42</sup>66 Md. App. 675, 505 A.2d 878 (1986).

<sup>43</sup>*Id.* at 880-881.

<sup>44</sup>304 Md. 731, 501 A.2d 48 (1985).

<sup>45</sup>*Id.* at 54-56.

<sup>46</sup>297 Md. 531, 467 A.2d 1000 (1983).

<sup>47</sup>*Id.* at 1012-1016.

<sup>48</sup>298 Md. 11, 467 A.2d 504 (1983).

<sup>49</sup>*Id.* at 506-510.

<sup>50</sup>52 Md. App. 640, 452 A.2d 172 (1982).

<sup>51</sup>*Id.* at 174-180.

<sup>52</sup>46 Md. App. 78, 415 A.2d 651 (1980). In the first paragraph of the opinion Chief Judge Gilbert bids good-bye to *caveat emptor* and states it is replaced with *caveat venditor*. *Id.* at 653.

<sup>53</sup>*Id.* at 653-660.

<sup>54</sup>37 Md. App. 439, 377 A.2d 1194 (1977), cert. dismissed, 282 Md. 482, 385 A.2d 85 (1978).

<sup>55</sup>*Id.* at 1197-1200.

<sup>56</sup>*Golt v. Phillips*, *supra* note 2 at 330. The facts of the case are summarized on this page.

<sup>57</sup>*Id.* at 330.

<sup>58</sup>*Id.* This ruling allowing the tenant to vacate, terminate the lease, and have no further obligation for rent is the traditional treatment of illegal rental agreements. *Infra* note 10.

<sup>59</sup>*Id.* at 331.

<sup>60</sup>*Id.* at 329.

<sup>61</sup>*Id.* at 331.

<sup>62</sup>*Id.*

<sup>63</sup>*Id.* at 331. MD. COM. L. CODE ANN. §13-303(1)(1986) prohibits an unfair or deceptive trade practice in the lease of consumer realty and §13-303(2)(1986) prohibits it in the offer of a lease of consumer realty.

<sup>64</sup>*Id.* at 332.

<sup>65</sup>*Id.* at 332.

<sup>66</sup>*Id.* at 332. MD. COM. L. CODE ANN. §13-301(1)(1986).

<sup>67</sup>*Id.* at 332. MD. COM. L. CODE ANN. §13-303(2)(1986).

<sup>68</sup>MD. COM. L. CODE ANN. §13-105 (1986).

<sup>69</sup>*Id.* at 332. MD. COM. L. CODE ANN. §13-301(3)(1986).

<sup>70</sup>*Id.* at 332.

<sup>71</sup>*Id.* at 332.

<sup>72</sup>*Id.* at 333.

<sup>73</sup>*Id.* at 333.

<sup>74</sup>*Id.* at 333.

<sup>75</sup>*Id.* at 334.

<sup>76</sup>*Id.* at 333-334.

<sup>77</sup>*Id.* at 334.

<sup>78</sup>MD. COM. L. CODE ANN. §13-301(1) (1986) makes false or misleading oral or written statements which deceive consumers an unfair or deceptive trade practice which is actionable under MD. COM. L. CODE ANN. §13-303(2)(1986). The statutory covenant of quiet enjoyment is MD. REAL PROP. CODE ANN. §8-204(1986).

<sup>79</sup>MD. REAL PROP. CODE ANN. §8-204 (d)(1986); D. BREGMAN, *supra* note 1 at 53-55; Davison, *supra* note 1 at 263-264.

<sup>80</sup>MD. REAL PROP. CODE ANN. §8-204 (e)(Supp. 1986); D. BREGMAN, *supra* note 1 at 53-55; Davison, *supra* note 1 at 263-264.

<sup>81</sup>MD. REAL PROP. CODE ANN. §8-204 (c)(1986); D. BREGMAN, *supra* note 1 at 53-55; Davison, *supra* note 1 at 263-264.

<sup>82</sup>MD. COM. L. CODE ANN. §13-408 (Supp. 1986).

<sup>83</sup>MD. COM. L. CODE ANN. §13-408 (b) & (c) (Supp. 1986).

<sup>84</sup>D. BREGMAN, *supra* note 1 at 58-61; Davison, *supra* note 1 at 263-264; MD. REAL PROP. CODE ANN. §§8-211, 8-211.1 (1986).

<sup>85</sup>MD. REAL PROP. CODE ANN. §8-211 (1)(3)(1986).

<sup>86</sup>MD. REAL PROP. CODE ANN. §8-211 (n)(5)(1986).

<sup>87</sup>MD. COMM. L. CODE ANN. §13-301(2)(iv) (1986) makes the representation that consumer realty is of a particular standard or quality which they are not a deceptive trade practice.

<sup>88</sup>Deceptive trade practices as defined in MD. COM. L. CODE ANN. §13-301 (1986) are prohibited in the lease of consumer realty in MD. COM. L. CODE ANN. §13-303(2) (1986).

<sup>89</sup>MD. COM. L. CODE ANN. §13-301 (9)(1986).

<sup>90</sup>MD. COM. L. CODE ANN. §13-301 (2)(1986).

<sup>91</sup>MD. REAL PROP. CODE ANN. §8-211 (1986).

<sup>92</sup>MD. REAL PROP. CODE ANN. §8-208.1 (1986).

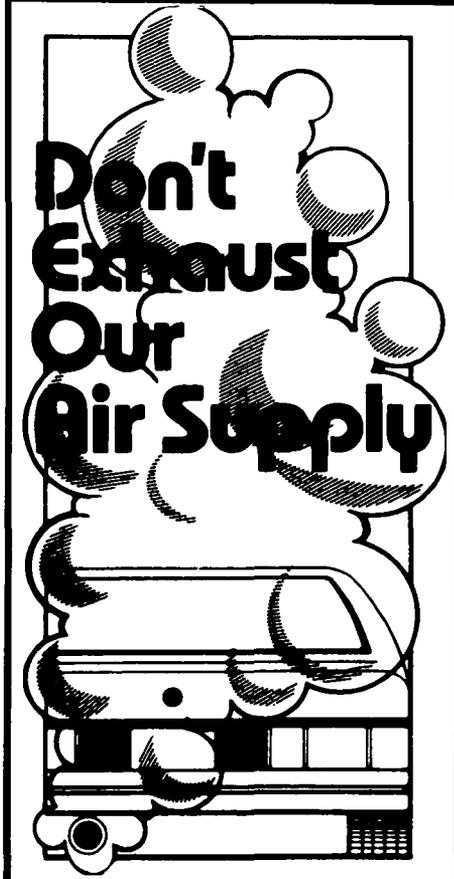
<sup>93</sup>*Supra* notes 14-19.

<sup>94</sup>*Supra* notes 10-13.

<sup>95</sup>3 SUTHERLAND STATUTORY CONSTRUCTION §60.01 (Sands ed. 1987).

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She currently acts as a member of the Executive Committee and Treasurer of the Women's Housing Coalition, and is reporter for the Governor's Landlord-Tenant Laws Study Commission. She has published articles in the Baltimore Business Journal, the Daily Record, the Maryland State Bar Journal, and the Women Lawyers Journal. At the University of Baltimore she teaches Property, Trusts and Estates, Future Interests and Problems in Real Property.



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