

8-213. Tenants' deposits.**(a) Escrow account for deposits not credited to rent.**

When a landlord or an authorized agent of the landlord requires a deposit of money from a tenant in an apartment building and/or development with 4 or more units prior to or in connection with any lease, which is not credited to rent, the deposit shall be deposited to an escrow account.

(b) Return of deposit upon termination of lease; deductions from deposit.

Within twenty days after the termination of a lease, any money held in connection with the lease in an escrow account under the provisions of subparagraph (a) shall be returned to the tenant; but the landlord may deduct from the amount returned an amount equal to any rent past due, an amount equal to damages for lost future rent where the tenant vacates the leased premises contrary to the terms of the lease, and for any damage to the property for which the tenant may properly be held liable.

(c) Damages recoverable in suit to recover deposit.

In any suit by a tenant to recover a deposit under this Section 8-213, where the tenant has successfully established his right to the return of all or part of the deposit, the tenant shall be entitled to recover as damages the amount of the deposit plus court costs including a reasonable attorney's fee. If the court should find that the suit was brought by the tenant without substantial justification, the landlord shall be entitled to recover a reasonable attorney's fee.

8-214. Lease option agreements.

(a) A lease option agreement, for the purposes of this section, shall be defined as any lease agreement which contains a clause that confers on the tenant some power, either qualified or unqualified, to purchase the landlord's interest in the real property.

(b) No lease option purchase of improved residential property with or without a ground rent, executed after July 1, 1971 shall be valid in this State, unless it contains a statement in capital letters: **THIS IS NOT A CONTRACT TO BUY**, and a clear statement of its purpose and effect with respect to the ultimate purchase of the property which is the subject of the lease option.

8-215. Rent Reserved as Crops.**(a) Lien on crops.**

In all cases of renting property where a share of the growing crops shall be reserved as rent, the rent reserved shall be a lien on such crops which shall not be divested by any sale made thereof by the tenant, or by the assignment of the tenant in bankruptcy or insolvency, or by process of law issued against the tenant.

(b) Rule in St. Mary's, Prince George's, Charles, Calvert and Worcester Counties.

In Calvert, Charles, Prince George's, St. Mary's and Worcester counties, in all cases of renting property where a share of the growing crops shall be reserved as rent, or where advances by the landlord have been made upon the faith of the crops to be grown, said rent reserved and such advances made shall be a lien on such