

(d) *Removal of tenant for noncompliance with judgment in favor of landlord.*

*If judgment is given in favor of the landlord, and the tenant fails to comply with the requirements of the order within two days, the court shall, at any time after the expiration of the two days, issue its warrant, directed to any official of the county entitled to serve process, ordering him to cause the landlord to have again and repossess the property by putting him (or his duly qualified agent or attorney for his benefit) in possession thereof, and for that purpose to remove from the property, by force if necessary, all the furniture, implements, tools, goods, effects or other chattels of every description whatsoever belonging to the tenant, or to any person claiming or holding by under said tenant.*

(e) *Appeal by tenant.*

*The tenant may appeal from the judgment of the District Court to the circuit court for any county or the Baltimore City court, as the case may be, at any time within two days from the rendition of the judgment; the tenant in order to stay any execution of the judgment, shall give a bond to the landlord with one or more sureties, who are owners of sufficient property in the State of Maryland, with condition to prosecute the appeal with effect, and answer to the landlord in all costs and damages mentioned in the judgment, and such other damages as shall be incurred and sustained by reason of the appeal; the bond shall not affect in any manner the right of the landlord to proceed against the tenant, assignee or subtenant for any and all rents that may become due and payable to the landlord after the rendition of the judgment.*

8-402. *Holding Over.*

(a) *Damages.*

(1) *General rule.*

*If a tenant under any lease shall unlawfully hold over beyond the termination of the lease, he shall be liable in damages to the landlord as set out in the following subsections unless the lease provides some other measure of damages.*

(2) *Measure of damages; actions.*

(i) *Where the leased premises are used by the tenant primarily as the residence of the tenant, his family or someone holding under them, then the measure of damages shall be the landlord's actual damages, but not exceeding double the rent under the lease (apportioned for the duration of the hold-over).*

(ii) *Where the leased premises are used by the tenant or someone holding under him primarily for non-residential purposes, the measure of damages shall be double the rent under the lease (apportioned for the duration of the hold-over) or double the rental value of the premises (apportioned for such period), whichever is higher; provided, however, that if the landlord fails specifically to elect the latter measure when he institutes his action against the tenant, the measure shall be double the rent under the lease.*