

*(4) To what tenancies applicable; time of notices not applicable in Baltimore City; exception in Montgomery County.*

*The provisions of Section 8-402(b) shall apply to all cases of tenancies from year to year, tenancies by the month and by the week. In case of tenancies from year to year, a notice in writing shall be given three months before the expiration of the current year of the tenancy, except that in case of farm tenancies, the notice shall be given six months before the expiration of the current year of the tenancy; and in monthly or weekly tenancies, a notice in writing of one month or one week, as the case may be, shall be so given; and the same proceeding shall apply, so far as may be, to cases of forcible entry and detainer. This subsection (4), so far as it relates to notices, shall not apply in Baltimore City. Nothing contained in the laws relating to landlord and tenant contracts shall be construed as preventing the parties, by agreement in writing, from substituting a longer or shorter notice to quit than heretofore required or to waive all such notice, provided the property to which such contract pertains is located in any special taxing area, or incorporated town of Montgomery County.*

*(5) Effect of notice from tenant to landlord of intention to move; exception as to Baltimore City.*

*When the tenant shall give notice by parol to the landlord or to his agent or representatives, at least one month before the expiration of the lease or tenancy in all cases except in cases of tenancies from year to year, and at least three months' notice in all cases of tenancy from year to year (except in all cases of farm tenancy, the notice shall be six months), of the intention of the tenant to remove at the end of that year and to surrender possession of the property at that time, and the landlord, his agent, or representative shall prove the notice from the tenant by competent testimony, it shall not be necessary for the landlord, his agent or representative to prove a written notice to the tenant, but the proof of such notice from the tenant as aforesaid shall entitle his landlord to recover possession of the property hereunder. This subsection (5) shall not apply in Baltimore City.*

*(c) Ejectment where one-half year's rent is due.*

*In all cases between landlord and tenant, where one-half year's rent shall be in arrear and the landlord has the lawful right to re-enter for the nonpayment thereof, the landlord may, without any formal demand or re-entry, serve a copy of a declaration in ejectment for the recovery of the property; if the declaration cannot be legally served, or no tenant be in actual possession of the property, then he shall affix it upon the door of any demised messuage, or if the action of ejectment shall not be for the recovery of any messuage, then upon some notorious place of the property described in the declaration in ejectment; such affixing shall be deemed legal service thereof, which service or affixing of such declaration in ejectment shall stand in the place and stead of a demand and re-entry. If the court shall enter a verdict for the landlord, he shall have judgment and execution in the same manner as if the rent in arrear had been legally demanded and a re-entry made. If the tenant or other person claiming or deriving under the lease, shall permit a judgment to be rendered against him, and execution to be executed thereon, without paying the rent and*