

asserted defects or conditions as an affirmative defense to an action for distress for rent or to any complaint proceeding brought by the landlord to recover rent or the possession of the leased premises.

(l) It is a sufficient defense to the allegations of the tenant that the tenant, [his] THE TENANT'S family, [his] agent, [his] employees, or [his] assignees or social guests have caused the asserted defects or conditions, or that the landlord or [his] THE LANDLORD'S agents were denied reasonable and appropriate entry for the purpose of correcting or repairing the asserted conditions or defects.

(n) After rent escrow has been established, the court:

(2) May, after an appropriate hearing, order that some or all moneys in the escrow account be paid to the landlord or [his] THE LANDLORD'S agent, the tenant or [his] THE TENANT'S agent, or any other appropriate person or agency for the purpose of making the necessary repairs of the dangerous conditions or defects;

8-211.1.

(a) Notwithstanding any provision of law or any agreement, whether written or oral, if a ~~lessor~~ LANDLORD fails to comply with the applicable risk reduction standard under § 6-815 or § 6-819 of the Environment Article, the ~~lessee~~ TENANT may deposit [his] THE ~~LESSEE'S~~ TENANT'S rent in an escrow account with the clerk of the District Court for the district in which the premises are located.

(b) The right of a ~~lessee~~ TENANT to deposit rent in an escrow account does not preclude [him] THE ~~LESSEE~~ TENANT from pursuing any other right or remedy available to [him] THE ~~LESSEE~~ TENANT at law or equity and is in addition to them.

8-303.

(a) An action of distress shall be brought by the landlord as plaintiff, [his] THE LANDLORD'S petition shall name the tenant as defendant and contain the following information:

(1) The name and address of the landlord[,];

(2) The name and address of the tenant[,]; and

(3) The facts relating to (i) any assignment of a lease, if known, (ii) the premises leased, (iii) the date of the lease, (iv) the term of the lease, (v) the rent required to be paid by the lease, and (vi) the amount of the rent in arrears.

(b) The petition shall be under oath or affirmation of the plaintiff, or [his] THE PLAINTIFF'S agent, that the facts recited are true and correct.

(c) If a defendant is not a resident of, or amenable to service in a county where the leased premises are located, service may be made by certified mail, return receipt requested, bearing a postmark from the United States Postal Service. If this service is returned by the Post Office Department or refused by the addressee or [his] THE ADDRESSEE'S agent, then process shall be sent by first-class mail and the defendant returned as summoned.