

court to be due and unpaid, together with the costs of the suit, the complaint against the tenant shall be entered as being satisfied.

(d) (1) Subject to the provisions of paragraph (2) of this subsection, if judgment is given in favor of the landlord, and the tenant fails to comply with the requirements of the order within 4 days, the court shall, at any time after the expiration of the 4 days, issue its warrant, directed to any official of the county entitled to serve process, ordering [him] THE OFFICIAL to cause the landlord to have again and repossess the property by putting [him] THE LANDLORD (or [his] THE LANDLORD'S duly qualified agent or attorney for [his] THE LANDLORD'S 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 or under said tenant. If the landlord does not order a warrant of restitution within sixty days from the date of judgment or from the expiration date of any stay of execution, whichever shall be the later, the judgment for possession shall be stricken.

(e) In any action of summary ejectment for failure to pay rent where the landlord is awarded a judgment giving [him] THE LANDLORD restitution of the leased premises, the tenant shall have the right to redemption of the leased premises by tendering in cash, certified check or money order to the landlord or [his] THE LANDLORD'S agent all past due rent and late fees, plus all court awarded costs and fees, at any time before actual execution of the eviction order. This subsection does not apply to any tenant against whom 3 judgments of possession have been entered for rent due and unpaid in the 12 months prior to the initiation of the action to which this subsection otherwise would apply.

8-402.

(a) (1) A tenant under any lease or someone holding under [him] THE TENANT, who shall unlawfully hold over beyond the termination of the lease, shall be liable to the landlord for the actual damages caused by the holding over.

(2) The damages awarded to a landlord against the tenant or someone holding under [him] THE TENANT, may not be less than the apportioned rent for the period of holdover at the rate under the lease.

(b) (2) If upon hearing the parties, or in case the tenant or person in possession shall neglect to appear after the summons and continuance the court shall find that the landlord had been in possession of the leased property, that the said lease or estate is fully ended and expired, that due notice to quit as aforesaid had been given to the tenant or person in possession and that [he] THE TENANT OR PERSON IN POSSESSION had refused so to do, the court shall thereupon give judgment for the restitution of the possession of said premises and shall forthwith issue its warrant to the sheriff or a constable in the respective counties commanding [him] THE TENANT OR PERSON IN POSSESSION forthwith to deliver to the landlord possession thereof in as full and ample manner as the landlord was possessed of the same at the time when the leasing was made, and shall give judgment for costs against the tenant or person in possession so holding over. Either party shall have the right to appeal therefrom to the circuit court for the county within ten days from the judgment. If the tenant