

appeals and files with the District Court an affidavit that the appeal is not taken for delay, and also a good and sufficient bond with one or more securities conditioned that [he] THE TENANT will prosecute the appeal with effect and well and truly pay all rent in arrears and all costs in the case before the District Court and in the appellate court and all loss or damage which the landlord may suffer by reason of the tenant's holding over, including the value of the premises during the time [he] THE TENANT shall so hold over, then the tenant or person in possession of said premises may retain possession thereof until the determination of said appeal. The appellate court shall, upon application of either party, set a day for the hearing of the appeal, not less than five nor more than 15 days after the application, and notice for the order for a hearing shall be served on the opposite party or [his] THAT PARTY'S counsel at least five days before the hearing. If the judgment of the District Court shall be in favor of the landlord, a warrant shall be issued by the appellate court to the sheriff, who shall proceed forthwith to execute the warrant.

(3) If the tenant or person in possession shall allege that the title to the leased property is disputed and claimed by some person whom [he] THE TENANT OR PERSON IN POSSESSION (THE CLAIMANT) shall name, by virtue of a right or title accruing or happening since the commencement of the lease, by descent or deed from or by devise under the last will or testament of the landlord, and if thereupon the person so claiming shall forthwith appear, or upon a summons to be immediately issued by the District Court and, made returnable within six days next following, shall appear before the court and shall, under oath, declare that [he] THE CLAIMANT believes that [he] THE CLAIMANT is entitled in manner aforesaid to the leased property and shall, with two sufficient securities, enter into bond to the plaintiff, in such sum as the court shall think is a proper and reasonable security to said plaintiff or parties in interest, to prosecute with effect [his] THE claim at the next term of the circuit court for the county, then the District Court shall forbear to give judgment for restitution and costs. If the said claim shall not be prosecuted as aforesaid, the District Court shall proceed to give judgment for restitution and costs and issue its warrant within ten days after the end of said term of court.

(5) When the tenant shall give notice by parol to the landlord or to [his] THE LANDLORD'S 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] THE LANDLORD'S agent, or representative shall prove the notice from the tenant by competent testimony, it shall not be necessary for the landlord, [his] THE LANDLORD'S agent or representative to provide a written notice to the tenant, but the proof of such notice from the tenant as aforesaid shall entitle [his] THE landlord to recover possession of the property hereunder. This subparagraph shall not apply in Baltimore City.

(c) Unless stated otherwise in the written lease and initialed by the tenant, when a landlord consents to a holdover tenant remaining on the premises, the holdover tenant becomes a periodic week-to-week tenant if [he] THE TENANT was a