

(D) (1) IF THE CIRCUIT COURT DETERMINES THAT THE FAILURE TO PAY IS WITHOUT LEGAL JUSTIFICATION, THE COURT MAY TREAT THE PERSON OR ENTITY IN POSSESSION'S DEMAND FOR JURY TRIAL AS WAIVED, AND CAN IMMEDIATELY CONDUCT A NONJURY TRIAL OR SET THE MATTER FOR A FUTURE NONJURY TRIAL ON THE MERITS OF THE CLAIM OF THE PERSON OR ENTITY CLAIMING POSSESSION.

(2) IF THE CIRCUIT COURT, ON MOTION, DETERMINES THAT EITHER PARTY IS ENTITLED TO POSSESSION AS A MATTER OF LAW, THE COURT SHALL ENTER A JUDGMENT IN FAVOR OF THAT PARTY FOR POSSESSION OF THE PROPERTY AND FOR ANY OTHER APPROPRIATE RELIEF.

(E) (1) UPON FINAL DISPOSITION OF THE ACTION, THE CIRCUIT COURT SHALL ORDER DISTRIBUTION OF THE ESCROW ACCOUNT IN ACCORDANCE WITH THE JUDGMENT.

(2) IF NO JUDGMENT IS ENTERED, THE CIRCUIT COURT SHALL ORDER DISTRIBUTION TO THE PARTY ENTITLED TO THE ESCROW ACCOUNT AFTER HEARING.

8-202.

(a) For the purposes of this section, a "lease option agreement" means any [lease agreement containing a] clause IN A LEASE AGREEMENT OR SEPARATE DOCUMENT that confers on the tenant some power, either qualified or unqualified, to purchase the landlord's interest in the property.

(b) (1) [No] A lease option agreement to purchase improved residential property, with or without a ground rent, executed after July 1, 1971 [is valid, unless it contains] SHALL CONTAIN a statement in capital letters: THIS IS NOT A CONTRACT TO BUY.

(2) In addition, the agreement shall contain a clear statement of its purpose and effect with respect to the ultimate purchase of the property which is the subject of the lease option.

(C) IF A LEASE OPTION AGREEMENT FAILS TO COMPLY WITH SUBSECTION (B) OF THIS SECTION AND IS OTHERWISE ENFORCEABLE, THE LEASE, THE LEASE OPTION AGREEMENT, OR BOTH MAY BE VOIDED AT THE OPTION OF THE PARTY THAT DID NOT DRAFT THE LEASE OPTION AGREEMENT.

8-203.

(a) (1) In this section THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) "LANDLORD" MEANS A LANDLORD OR A PROSPECTIVE LANDLORD.

(3) ["security"] "SECURITY deposit" means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, DAMAGE DUE TO BREACH OF LEASE, or damage to the leased premises, COMMON AREAS, MAJOR APPLIANCES, AND FURNISHINGS.