

\$25, then the landlord shall return the fees, subject to the exceptions below, or be liable for twice the amount of the fees in damages.

(II) The return shall be made not later than 15 days following the date of occupancy or the written communication, by either party to the other, of a decision that no tenancy shall occur.

(2) The landlord may retain only that portion of the fees actually expended for a credit check or other expenses arising out of the application, and shall return that portion of the fees not actually expended on behalf of the tenant making application.

(c) [If, within 15 days of the first to occur of occupancy or signing a lease, a tenant decides to terminate the tenancy, the landlord may also retain that portion of the fees which represents the loss of rent, if any, resulting from the tenant's action.

(d) This section does not apply to any landlord who offers four or less dwelling units for rent on one parcel of property or at one location, or to seasonal or condominium rentals.

8-401.

(a) Whenever the tenant [under any lease of property, express or implied, verbal or written, shall] OR TENANTS fail to pay the rent when due and payable, it shall be lawful for the landlord to have again and repossess the premises [so rented].

(b) (1) Whenever any landlord shall desire to repossess any premises to which [he] THE LANDLORD is entitled under the provisions of subsection (a) of this section, [he] THE LANDLORD or [his] THE LANDLORD'S duly qualified agent or attorney shall ~~make~~ FILE [his] THE LANDLORD'S written complaint under oath or affirmation, ~~before~~ IN the District Court of the county wherein the property is situated[.]:

(I) [describing] DESCRIBING in general terms the property sought to be repossessed[.];

(II) [and also setting] SETTING forth the name of [the] EACH tenant to whom the property is rented or [his] ANY assignee or subtenant;

(III) [with] STATING the amount of rent AND ANY LATE FEES due and unpaid; AND

(IV) [and praying by warrant] REQUESTING to repossess the premises, ~~together with~~ AND, IF REQUESTED BY THE LANDLORD, A judgment for the amount of rent due [and costs], COSTS, AND ANY LATE FEES.

(2) FOR THE PURPOSE OF THE COURT'S DETERMINATION UNDER SUBSECTION (C) OF THIS SECTION THE LANDLORD SHALL ALSO SPECIFY THE AMOUNT OF RENT DUE FOR EACH RENTAL PERIOD UNDER THE LEASE, THE DAY THAT THE RENT IS DUE FOR EACH RENTAL PERIOD, AND ANY LATE FEES FOR OVERDUE RENT PAYMENTS.