

(4) (i) The provisions of [§ 8-402(b)] THIS SUBSECTION shall apply to all cases of tenancies from year to year, tenancies of the month and by the week. In case of tenancies from year to year (including tobacco farm tenancies), notice in writing shall be given three months before the expiration of the current year of the tenancy, except that in case of all other farm tenancies, the notice shall be given six months before the expiration of the current year of the tenancy; and in monthly or weekly tenancies, a notice in writing of one month or one week, as the case may be, shall be so given[; and the same proceeding shall apply, so far as may be, to cases of forcible entry and detainer] .

(ii) This paragraph [(4)] (3), so far as it relates to notices, does not apply in Baltimore City.

(iii) In Montgomery County, except in the case of single family dwellings, the notice by the landlord shall be two months in the case of residential tenancies with a term of at least month to month but less than from year to year.

[(5)] (4) 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] PARAGRAPH shall not apply in Baltimore City.

(5) ACCEPTANCE OF ~~RENT~~ ANY PAYMENT AFTER NOTICE BUT BEFORE EVICTION SHALL NOT OPERATE AS A WAIVER OF ANY NOTICE TO QUIT, NOTICE OF INTENT TO VACATE OR ANY JUDGMENT FOR POSSESSION UNLESS THE PARTIES SPECIFICALLY OTHERWISE AGREE IN WRITING. ANY ~~RENT~~ PAYMENT ACCEPTED SHALL BE FIRST APPLIED TO THE RENT OR THE EQUIVALENT OF RENT APPORTIONED TO THE DATE THAT THE LANDLORD ACTUALLY RECOVERS POSSESSION OF THE PREMISES, THEN TO COURT COSTS, INCLUDING COURT AWARDED DAMAGES AND LEGAL FEES AND THEN TO ANY LOSS OF RENT CAUSED BY THE HOLDOVER. ANY PAYMENT WHICH IS ACCEPTED IN EXCESS OF THE FOREGOING SHALL NOT BEAR INTEREST BUT WILL BE RETURNED TO THE TENANT IN THE SAME MANNER AS SECURITY DEPOSITS AS DEFINED UNDER § 8-203 OF THIS TITLE BUT SHALL NOT BE SUBJECT TO THE PENALTIES OF THAT SECTION.

(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 week-to-week tenant before [his] THE TENANT'S holding over, and a periodic month-to-month tenant in all other cases.