Historic Perspective of the Modern Landlord and Tenant Relationship

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The English feudal system and common law laid the foundation for the early Maryland landlord and tenant law; understanding that law's evolution provides perspective on the current legal principles.

By the 18th century, revolutions in England and in other parts of Europe generated alternative approaches to land ownership that diverged from the early feudal system. The new system – transfer and establishment of rights in land – was governed by the title holder's intent, the contractual principles, and the limitations of statute. An owner could now act freely with his or her own property interests and allow non-owners to use and to occupy the land for a cost in the form of crops, service, or some other type of compensation.

Early in its development, Maryland law established the principle that the leasehold interest was classified as personal property, akin to contract rights. The medieval understanding of the lease as a real estate conveyance, however, also impacted on the law's development. These real property rights included the right to bring a trespass action against a wrongdoer, even if the wrongdoer was the landlord. Accordingly, the landlord and tenant relationship developed as a hybrid; while the leasehold was regarded as an estate in real property (although classified as personal property), it has been viewed as both a conveyance of real estate and as a contract.

Prior to the Industrial Revolution, tenants in a rural, agrarian society were primarily interested in securing a quality piece of land for farming purposes. In Maryland, the landlord was not required to warrant the property's habitability, to make repairs, or to improve it, absent express obligations; the rule of the day was "caveat emptor." The one exception to this rule was that the landlord would be liable for hidden defects that seriously rendered the premises dangerous or uninhabitable. However, the landlord was not required to restore the property upon its destruction, to keep it in good order, or to provide protection for the tenant.

As communities became increasingly industrialized, the emphasis of most leases shifted from the land to the structure, with a growing reliance upon the insertion of lease clauses designed to reinforce the contractual aspects of the lease. The tenant was to make payments of rent when required, to use the property as intended, and to ensure that it was properly maintained. The tenant was still under an obligation to make certain repairs to the property that, if he or she failed to do, would be considered waste. However, he or she was not required to make repairs of a substantial nature – this was now shifting to be the obligation of the landlord.

In an increasingly industrialized and customer-oriented society that placed more value on the tenant's rights, tenants were empowered with serious rights and landlords with multiple obligations. The statutes and case law established and supported these. For example, courts rarely allowed forfeiture of the lease for nonpayment of rent, if some tender of the sum due was made prior to the eviction. Another example is due notice to terminate a leasehold estate was also necessary; the form and requirements of such notice were established by the courts and legislature. Furthermore, the landlord and tenant legal relationship has

become more and more complicated as societal issues have become more prominent, such as environmental laws, the rights of disadvantaged people, and lending and bankruptcy law complexity.

The basic elements derived from medieval England form the foundation of the modern relationship between the landlord and the tenant. The growth of industrialism and a more complex and regulated society have led to the relationship between the landlord and the tenant that is familiar to us today.

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