

DISTRICT COURT FOR MONTGOMERY COUNTY, MARYLAND
Civil Division

Elizabeth Calvin,)
)
 Plaintiff,) Civ. No. _____
)
 v.)
)
 Earl Wyatt,)
)
 Defendant.)
 _____)

COMPLAINT

Come now Plaintiff, through her attorney Jennifer Goldman, and makes this Complaint against Defendant Earl Wyatt. In support thereof, Plaintiff states as follows:

Parties

1. Plaintiff Elizabeth Calvin is an individual who resides in Maryland.
2. Defendant Earl Wyatt is an individual who resides in Germantown, Maryland.

Jurisdiction

3. This Court has subject matter jurisdiction over this action pursuant to § 1-501 of the Courts and Judicial Proceedings Article of the Maryland Code in that the matters alleged herein occurred in the State of Maryland.
4. This Court is the proper venue for this matter pursuant to § 6-201(a) of the Courts and Judicial Proceedings Article of the Maryland Code in that the individual Defendant resides in Montgomery County, Maryland and that the property subject of the litigation is located in same.

Factual Background

5. On October 24, 2006, Plaintiff Elizabeth Calvin and Defendant Earl Wyatt entered into a one-year residential lease agreement for the premises of 20220 Rivertree Terrace #302, Germantown, Maryland.
6. In same Lease Agreement, § 5, with the header “RENT PAYMENTS,” it is stated, “Tenant agrees to pay a monthly rent of \$1095.00, said installment for each month to be paid on or before the 1st day of each month.”
7. In same Lease Agreement, § 5, with the header “RENT PAYMENTS,” it further states, “Rent is not considered paid until the Landlord *receives* it, either by mail or delivery to the above address. Tenant agrees that if rent is not paid before the 5th day of the month, that a late fee of \$54.00 will be assessed.”
8. In same Lease Agreement, § 6, with the header, “BREACH BY TENANT,” it is stated, “If Tenant fails to pay rent when due, Landlord may repossess the premises after filing a complaint.”
9. Plaintiff received \$930 from Defendant on July 8, 2007.
10. The \$930 received by Plaintiff from Defendant on July 8, 2007, was payment towards July 2007 rent.
11. The remainder of rent (\$165.00) for July 2007 was not received.
12. Payment of the late fee (\$54.00) for the monies due in lieu of July 2007 rent has not been received.
13. Plaintiff received \$1,007.60 from Defendant on August 16, 2007.
14. The \$1,007.60 received by Plaintiff from Defendant on August 16, 2007, was payment towards August 2007 rent.
15. The remainder of rent (\$87.40) for August 2007 was not received.
16. Payment of the late fee (\$54.00) for the monies due in lieu of August 2007 rent has not been received.
17. Plaintiff received \$600 from Defendant on September 13, 2007.
18. The \$600 received by Plaintiff from Defendant on September 13, 2007, was payment towards September 2007 rent.

19. The remainder of rent (\$495.00) for September 2007 was not received.
20. Payment of the late fee (\$54.00) for the monies due in lieu of September 2007 rent has not been received.

Claim for Relief: Contractual

21. Plaintiff restates and re-alleges paragraphs 1 through 20 as if fully set forth herein.
22. Defendant has failed to fulfill his obligation to pay rent under the Lease Agreement of October 24, 2006.
23. Defendant has failed to fulfill his obligation to pay late fees under the Lease Agreement of October 24, 2006.

WHEREFORE, Plaintiff respectfully requests ejectment of the Defendant, repossession of the property of 20220 Rivertree Terrace #302, Germantown, Maryland, the amount of rent due (\$747.40), late fees for overdue rent payments (\$162.00), and court costs.

Dated: December ____, 2007

RESPECTFULLY SUBMITTED,

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