

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Andrew Blizzard, et al. v. Hunter Warfield, Inc., et al.

Blizzard · No. 23-3374-ABA · Decided February 3, 2026

SUMMARY

The United States District Court for the District of Maryland granted summary judgment to the landlord defendants in a dispute involving rent collected during periods when the rental property lacked a required Baltimore City license. The court held that voluntary rent payments, absent legally compelled payment, eviction, or another actionable injury, do not support private claims under the Maryland Consumer Debt Collection Act or Maryland Consumer Protection Act. The court also declined to enter declaratory judgment.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Adam B. Abelson
JURISDICTION	United States District Court for the District of Maryland
DECIDED	February 3, 2026
DOCKET	23-3374-ABA
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs brought claims under the Maryland Declaratory Judgment Act, Maryland Consumer Debt Collection Act, and Maryland Consumer Protection Act based on alleged rent collection during periods when the rental property lacked a required Baltimore City license. The Landlord Defendants moved for summary judgment. Hunter Warfield did not move for summary judgment, and the claims against it were reported settled.
STANDARD OF REVIEW	Under Federal Rule of Civil Procedure 56, summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the evidence in the light most favorable to the nonmoving party and does not weigh evidence or determine credibility.
PRECEDENTIAL VALUE	Unpublished federal district court memorandum opinion; persuasive authority only, with precedential status not identified in the source.

PARTIES

Andrew Blizzard, Nora Rowland v. Hunter Warfield, Inc., Thornhill Properties, Mt. Vernon Mill, LLC

TOPICS

summary judgment

landlord tenant

consumer protection

real estate

civil procedure

PRACTICE AREAS

real estate

consumer protection

civil procedure

remedies

QUESTIONS PRESENTED

1. Whether tenants who voluntarily paid rent during periods when their landlord lacked a required rental license suffered an actionable injury supporting claims under the Maryland Consumer Debt Collection Act or Maryland Consumer Protection Act.
2. Whether the Landlord Defendants' telephone, email, or other nonjudicial rent-collection efforts transformed Plaintiffs' rent payments into actionable damages.
3. Whether Plaintiffs were entitled to declaratory relief when they could not maintain their MCDCA or MCPA claims.

HOLDINGS

1. A tenant who voluntarily pays rent to an unlicensed landlord, without showing an additional actual injury or loss, cannot maintain a private action under the Maryland Consumer Debt Collection Act or Maryland Consumer Protection Act based solely on the landlord's lack of licensure.
2. For purposes of the claims asserted here, rent payments are involuntary and potentially recoverable as damages when made pursuant to a court-ordered judgment or eviction order; lesser collection efforts such as calls, emails, or passive listing of a balance do not, by themselves, create a private MCDCA or MCPA cause of action.
3. Plaintiffs were not entitled to a declaratory judgment because they could not maintain their underlying MCDCA or MCPA claims against the Landlord Defendants.

KEY QUOTATIONS

“a tenant who voluntarily paid rent to a landlord who lacked a rental license may not bring a private action under the MCPA or the MCDCA to recover restitution of rent based upon the landlord’s lack of licensure”
(480 Md. at 401)

“a landlord may not utilize the courts . . . to recover unpaid rent that is attributable to an unlicensed period.”
(480 Md. at 440-41)

“The Court concludes that to be an involuntary rent payment recoverable under the MCDCA or MCPA, the payment must be made pursuant to a court-ordered judgment or eviction order.” (Discussion)

“Because Plaintiffs have failed to show an actionable injury under these facts, they cannot maintain their MCDCA and MCPA claims against the Landlord Defendants.” (Conclusion)

FACTUAL BACKGROUND

Plaintiffs leased an apartment in Baltimore City beginning in May 2019, and the Landlord Defendants lacked the required rental license during portions of the lease term. Plaintiffs paid rent, sometimes late, and the Landlord Defendants contacted them by telephone and email seeking payment. Hunter Warfield later filed a summary ejectment action on the landlords' behalf, but the action was voluntarily dismissed, Plaintiffs were not evicted, and no judgment was entered. Plaintiffs alleged no injury beyond voluntarily paying rent during periods when the property was unlicensed.

PROCEDURAL HISTORY

Plaintiffs filed suit on December 12, 2023, after discovering that the Landlord Defendants lacked the required rental license during portions of the lease term. Hunter Warfield filed a summary ejectment action on the Landlord Defendants' behalf, but that action was voluntarily dismissed; Plaintiffs were not evicted and no judgment was entered. After oral argument, the court granted the Landlord Defendants' motion for summary judgment because Plaintiffs failed to establish an actionable injury, and it entered judgment in their favor without addressing Plaintiffs' class-certification motion.

DISPOSITION

other

CASES CITED

- Assanah-Carroll v. Law Offices of Edward J. Maher, P.C., 480 Md. 394 (2022)
- Aleti v. Metro. Baltimore, LLC, 479 Md. 696 (2022)
- Galola v. Snyder, 328 Md. 182 (1992)
- Golt v. Phillips, 308 Md. 1 (1986)
- CitaraManis v. Hallowell, 328 Md. 142 (1992)
- McDaniel v. Baranowski, 419 Md. 560 (2011)
- Zambali v. Shulman Rogers, P.A., Case No. 23-cv-03194-SAG, 2024 WL 3161590 (D. Md. June 25, 2024)
- Exum v. Kane, Case No. 24-cv-1425-DKC, 2025 WL 834014 (D. Md. Mar. 17, 2025), opinion clarified, 2025 WL 2049985 (D. Md. July 22, 2025)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986)
- Sedar v. Reston Town Ctr. Prop., LLC, 988 F.3d 756 (4th Cir. 2021)
- Variety Stores, Inc. v. Wal-Mart Stores, Inc., Variety Stores, Inc. v. Wal-Mart Stores, Inc., 888 F.3d 651 (4th Cir. 2018)
- Adickes v. S.H. Kress & Co., 398 U.S. 144 (1970)

