

# LEASE SUMMARY

This summary is required by Section 29-27(w) of the Montgomery County Code. It presents key terms of the attached lease and summarizes tenant rights and responsibilities under applicable laws and as described in the lease. It also provides information about services available to tenants from the Montgomery County Department of Housing and Community Affairs and the Commission on Landlord-Tenant Affairs.

Approved by Montgomery County Office of Landlord-Tenant Affairs, 240-777-0311  
[www.montgomerycountymd.gov/dhca](http://www.montgomerycountymd.gov/dhca)

Tenant's Name: \_\_\_\_\_ Landlord's Name: \_\_\_\_\_

Authorized Occupants are: \_\_\_\_\_

Property Address: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Landlord's address: \_\_\_\_\_

Primary contact's phone number: \_\_\_\_\_

In case of emergency contact: \_\_\_\_\_

Lease Date: \_\_\_\_\_ Term [1yr , 2yr , month-to-month , other

Rent: \$ \_\_\_\_\_/mo \_\_ 1<sup>st</sup> year; \$ \_\_\_\_\_/mo \_\_ 2<sup>nd</sup> year; Total Amount for Lease Term: \$ \_\_\_\_\_

Term \_\_\_\_\_ to \_\_\_\_\_ Pro-Rata \$ \_\_\_\_\_ Dates \_\_\_\_\_

**2-Year Lease Offer and at Renewal:** I was offered and accepted ; rejected  a 2-year lease. If a 2-year lease was not offered, a written explanation as to why is attached to the lease.

**Amenity Fee\*:** (1x only), Amenities \_\_\_\_\_

**Rent Due Date** †: \_\_\_\_\_; **Late Fee:** (after 10 days -5% of rent due) \$ \_\_\_\_\_; **THIS IS NOT A GRACE PERIOD**

**Returned Check Fee:** \$35.00 (or maximum amount allowed by law)

**Utilities.** Tenant is responsible for the following utilities: gas ; electric ; water and sewer ; telephone ; cable ; Other \_\_\_\_\_.

**Security Deposit (including pet deposit):** \$ \_\_\_\_\_.

**Pets.** The Tenant is not allowed to keep pets on the property without the express written consent of the landlord. Pets allowed: Yes  No ; Type of Pet(s) \_\_\_\_\_ Weight \_\_\_\_\_ License No(s) \_\_\_\_\_

**Insurance.** Landlord's insurance policy does not provide coverage for a tenant's personal belongings. For this property, Renter's Insurance is: recommended ; required .

**\*Does not apply to MPDU tenants; An amenity MUST exist for this fee to be charged**

† Failure to pay rent may result in eviction; failure to pay rent timely may result in non-renewal of the lease

## TENANTS' RIGHTS

### Tenants have the right to:

- Review the proposed lease at any location of the tenant's choosing prior to signing the lease;
- Receive a copy of the current DHCA Landlord-Tenant Handbook at move-in unless the tenant declines a copy and accepts referral to a copy on the County website;
- Be given a written explanation of the formula and calculation of the allocation of the cost for gas and electric billing in properties built prior to 1978 along with all information required under the Public Utilities Article of the Maryland Code and applicable COMAR provisions;
- A written explanation regarding the allocation of water if the property is not sub-metered;
- Have window guards installed in your unit on all openable windows if you live above the ground floor, have a child 10 years of age or younger, or on request;
- Receive a window guard addendum at lease signing, lease renewal, or with any notice of rent increase;

- Be offered a two-year lease at renewal or receive a written notice why it is not being offered;
- Receive at least 90 days-notice of any proposed rent increase or 60 days' notice of landlord's decision not to renew;
- Sublet with written permission from the landlord if it is not prohibited by the home-owner's association;
- Receive at least 24 hours-notice prior to a landlord/agent/contractor entering the premises, except in cases of emergency;
- Receive 72 hours-notice prior to annual/biannual or triennial inspections from County Code Enforcement;
- Make repairs with permission of the DHCA Director, after notice to the landlord and DHCA's issuance of a notice of violation, and deduct the cost of repairs from the rent (up to the equivalent of one month's rent) **if** the landlord fails to make required repairs as ordered by DHCA in the required timeframe; \*\*
- Form, join, meet, or assist one another within or without tenant organizations; to meet and confer with the landlord with assistance from a representative if the tenant so chooses;
- Have access to meeting rooms and other tenant accessible areas suitable for meetings within the property during reasonable hours and notice to the landlord to hold tenant organization meetings;
- Have the first tenant organization meeting of each month free of any room reservation fees; any meeting after that is subject to the regular fee charged for reserving this area by the property;
- Distribute freely and post in central locations of the property, literature concerning Landlord-Tenant issues if the origin of the literature is properly identified;
- Call the Office of Landlord-Tenant Affairs (240-777-0311) should they have any questions regarding Landlord-Tenant law; and
- File complaints with the Office of Landlord-Tenant Affairs (240-777-0311) individually or as a group.

**\*\*This pertains mainly, but not exclusively, to violations that are a threat to health and safety.**

## TENANTS' RESPONSIBILITIES

### Tenants are responsible for:

- Obtaining prior written approval from the landlord before keeping any pets on the premises;
- Maintaining the property in a clean, safe and sanitary condition;
- Using the property for orderly and lawful purposes by yourself, authorized occupants and guests;
- Reporting any problems requiring repair or replacement to the landlord in writing, in a timely manner, and paying any costs incurred due to abuse or negligence by the tenants, guests or other authorized occupants;
- If renting in a common ownership community, complying with all rules, regulations and notices of the common ownership community. The landlord must furnish a copy of these rules at move-in;
- Obtaining the landlord's prior written approval before subletting the property;
- Requesting to be present during a move-in or move-out inspection;
- Removing all personal property at move-out, leaving the property in broom-clean condition, except for ordinary wear and tear, and returning all keys.

## DHCA SERVICES

- Mediate disputes between landlords and tenants;
- Investigate and resolve formal complaints from tenants and landlords;
- When a resolution is not forthcoming, refer the complaints to the Commission on Landlord-Tenant Affairs (COLTA) for adjudication;
- Approve rental housing licenses;
- Inspect rental properties to ensure compliance with all applicable housing codes;
- Answer questions from the public regarding landlord-tenant issues, licensing and registration, housing code enforcement, affordable housing and any other housing issues; and
- Maintain a website that provides public access to numerous printed and downloadable publications:  
**[www.montgomerycountymd.gov/dhca](http://www.montgomerycountymd.gov/dhca)**

Acknowledgement of Receipt \_\_\_\_\_ Date \_\_\_\_\_



