LANDLORD-TENANT HANDBOOK

DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Montgomery County, Maryland
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EQUAL HOUSING OPPORTUNITY

Copies of this handbook or excerpts can be printed from our website at ***www.montgomerycountymd.gov/dhca***.

This publication is available in alternative formats.

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Montgomery County, MD
Department of Housing and Community Affairs
Office of Landlord-Tenant Affairs

OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Isiah Leggett
County Executive

April 2012

Dear Neighbors:

Building and maintaining good landlord-tenant relations is one of our most important goals. Toward this end, the Office of Landlord-Tenant Affairs of the Department of Housing and Community Affairs has published the Montgomery County Landlord-Tenant Handbook.

This handbook is a practical guide for both landlords and tenants concerning their respective rights and responsibilities. We are pleased to share this eighth edition, which reflects recent changes in State landlord-tenant laws.

If you need further information, please don't hesitate to call the Office of Landlord-Tenant Affairs at 240-777-0311.

Sincerely,

Isiah Leggett
County Executive

www.montgomerycountymd.gov

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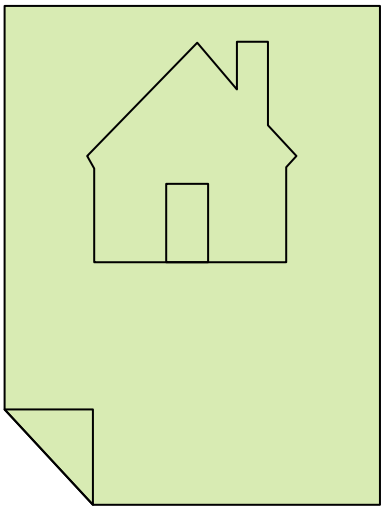
DISCLAIMER

Please Note: Every reasonable effort has been made to assure the accuracy of the information in this handbook. However, if there are any inconsistencies between the handbook and applicable law or regulation, the law and/or regulation is controlling. The information contained in this handbook does not constitute legal advice. It is intended to serve only as general information.



INTRODUCTION

The Department of Housing and Community Affairs (DHCA) is committed to providing assistance to both landlords and tenants in resolving their disputes and enforcing Chapter 29 of the Montgomery County Code, *Landlord-Tenant Relations*, the County law that governs the landlord-tenant relationship. DHCA licenses all rental facilities, provides information on landlord-tenant issues, investigates and conciliates landlord-tenant disputes, and refers complaints that are not conciliated to the Montgomery County Commission on Landlord-Tenant Affairs.

Underpinning all that DHCA does in the area of landlord-tenant relations is the County's strong commitment to fair housing. DHCA, in conjunction with all County agencies, is committed to providing equal housing opportunities for all County residents.

We believe that this edition of the handbook is the most informative yet and will continue to help improve relationships between landlords and tenants as well as to raise public awareness of landlord-tenant issues.

Richard Y. Nelson, Jr. , Director
Department of Housing and Community Affairs

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I. THE LANDLORD-TENANT RELATIONSHIP

The landlord-tenant relationship is governed by certain laws. In the landlord-tenant relationship, each party has obligations that arise from both the law and the lease agreement.

OBLIGATIONS OF LANDLORDS

Landlords must:

- Provide for the maintenance of the health, safety, and welfare of tenants;
- Comply with Federal, State, and local laws relating to rental property including housing code standards, non-discrimination laws, state or local laws governing lease agreements and security deposits, zoning laws and health and fire safety codes;
- Keep all common areas of a multi-family rental property in a clean and safe condition;
- Make all necessary repairs so that the rental property is maintained in a habitable condition and in compliance with all applicable housing codes;
- Maintain electrical, plumbing, and other equipment in good working condi - tion. This includes any appliances that are in the rental property when the tenant moves into the property, including air conditioning systems;
- Provide and maintain trash receptacles, except in single-family rental properties where the tenant must provide such receptacles;
- Supply hot and cold water as reasonably required for use by the tenant and adequate heat as required by Montgomery County law (at least 68°). The lease agreement determines responsibility for payment of utilities;

- Provide tenants with at least 24 hours notice before making non-emergency repairs;

- Comply with all other provisions which may be contained in the lease; and,

- Provide the tenant with the name, address and telephone number of the person who is authorized to accept notice or legal service of process on behalf of the landlord. This information must be contained in the written lease or posted in a conspicuous location on the property.

OBLIGATIONS OF TENANTS

Tenants must:

- Pay rent timely in accordance with the lease agreement;

- Keep the rental property clean and sanitary;

- Keep plumbing fixtures clean and sanitary and operate all electrical and plumbing fixtures properly;

- Inform the landlord promptly of any defects/problems at the rental property;

- Provide access to the landlord for non-emergency repairs when proper notice (at least 24 hours) is given by the landlord;

- Not damage or permit anyone else to damage the rental property;

- Dispose of trash in a clean and sanitary manner;

- In a single-family rental, cut the grass and weeds periodically so that growth does not exceed 12 inches. A tenant in a single-family property may also be responsible for raking, disposing of leaves, and cleaning the gutters; and,

- Comply with all other provisions contained in the lease.

To help ensure a good working relationship between landlords and tenants,

Landlords are encouraged to:

- Respect your tenant(s);
- Maintain an “open door” policy with tenants and encourage them to speak freely;
- Be available to tenants. Show good faith by returning telephone calls promptly and by responding to written requests; and,
- Remember that any verbal agreement(s) made between you and the tenant are to be put in writing, signed by both parties, and included as part of the lease. If an agreement is not in writing, it may not be enforceable.

Tenants are encouraged to:

- Respect your landlord;
- Read the lease carefully. Be sure you understand it before you sign. If you have questions, contact Landlord-Tenant Affairs BEFORE you sign the lease;
- Maintain a good relationship with your landlord. Show good faith by returning telephone calls and trying to resolve disputes amicably; and
- Remember that any verbal agreement(s) made between you and the landlord are to be put in writing, signed by both parties, and included as part of the lease. If an agreement is not in writing, it may not be enforceable.

PROHIBITED ACTIONS

No landlord may terminate a tenancy, decrease any services provided for in the lease or increase the rent, merely because a tenant exercises rights protected under County or State landlord-tenant laws. Such actions by a tenant include filing a complaint with DHCA, any other governmental agency, and/or organizing or joining a tenants' association. Furthermore, a landlord may not issue a tenant a notice to vacate based on the tenant's race, color, national origin, religion, sex, marital status, physical or mental disability, presence of children, ancestry, source of income, sexual orientation, or age.

Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments of 1988 constitute the Federal Fair Housing Act. This law states that discrimination based on race, color, national origin, religion, sex, familial status, or disability is illegal in the sale or rental of most housing. Article 49B of the Annotated Code of Maryland prohibits discrimination based on race, color, national origin, religion, sex, marital status, mental disability, or presence of children. Chapter 27 of the Montgomery County Code prohibits discrimination based on race, color, national origin, religion, sex, marital status, physical or mental disability, presence of children, ancestry, source of income, sexual orientation, or age.

Violations of the Fair Housing Laws are subject to Federal, State and County enforcement action. If you have questions regarding compliance with these laws or think that you have been discriminated against, contact:

Maryland Commission on Civil Rights	410-767-8600
U.S. Department of Housing and Urban Development	202-275-0848
Montgomery County Office of Human Rights	240-777-8450

II. LICENSING REQUIREMENTS

Before a property can be offered for rent in Montgomery County, the owner must obtain a rental facility license, in accordance with Chapter 29, *Landlord-Tenant Relations*, of the Montgomery County Code. Rental facilities are any structure, or combination of related structures, including mobile homes, in which an owner provides for rental, one or more dwelling units to a tenant. A landlord will not be able to pursue legal action against a tenant for unpaid rent in the District Court without first obtaining a rental facility license from the Department's Licensing and Registration Unit.

Effective October 1, 2004, all residential rental property must meet the requirements of the state Lead Poisoning Prevention Program in order to be licensed. Properties built before 1950 will have to provide proof to DHCA of their registration with the Maryland Department of Environment (MDE) or proof that the rental property is lead free. Further information is available from MDE at ***www.mde.state.md.us*** or from the Department's Licensing and Registration Unit.

Montgomery County issues multi-family and single-family licenses.

A **Multi-family** license is required for:

- Apartment complexes;
- Individually owned and rented units located in a condominium or cooperative apartment building;
- Accessory apartments (a completely independent living facility with separate cooking, eating, sanitation and sleeping facilities that is either in or added to an existing single-family dwelling or in a separate accessory structure on the same lot as an existing dwelling); and,
- Mobile home developments.

A **Single-family** license is required for:

- Detached single-family homes; and
- Townhouses

The Rental Facility Licensing Fee is due if the property is rented for any portion of a licensing year. The licensing year runs from July 1st through June 30th of the following year. The fee is not prorated.

Transfers and/or changes in ownership or management of residential property must be reported to the Department's Licensing and Registration Unit within 10 days. Failure to report changes within this time frame may result in revocation of the current Rental Facility License or denial of an application for a renewal.

To obtain a Rental Facility License application or receive additional information, visit the Department's website at ***www.montgomerycountymd.gov/dhca***, or call, write or email:

Montgomery County Department of Housing and Community Affairs
Licensing and Registration Unit
100 Maryland Avenue, Room 260
Rockville, Maryland 20850
Phone: 240-777-3666; TDD: 711; Fax: 240-777-3699
LicReg.Intake@montgomerycountymd.gov

To obtain information about the owner of a rental property, use the property data mining feature on our website at: *www.montgomerycountymd.gov/eProperty*

Rentals Covered

- Multi-family properties: apartments, condominiums and accessory apartments.
- Single-family properties: single-family houses and townhouses.

Rentals NOT Covered

- Room rentals: A property is exempt from licensing if someone who has an ownership interest in the property occupies it and rents out rooms.
- Rental properties located in the following incorporated municipalities: City of Gaithersburg, City of Rockville, City of Takoma Park, Town of Barnesville, Town of Garrett Park, Town of Laytonsville, and Town of Poolesville.
- Transient housing: guest room in an apartment, hotel, boarding house, tourist home, inn, motel, school dormitory, hospital, or medical facility.
- Commercial rental property.
- Housing operated for religious or charitable purposes.

If a rental property is located within the incorporated city limits of: Gaithersburg (301-258-6330), Rockville (240-314-8320), or Takoma Park (301-891-7255), contact the appropriate municipality directly for information regarding licensing requirements.

III. APPLICATION PROCESS

Most landlords require prospective tenants to fill out rental applications when applying for a rental property. The application may contain an authorization for the landlord to obtain a copy of a prospective tenant's credit report and rental history. This information enables a landlord to evaluate a tenant's credit and rental history.

Landlords must consider all tenants equally. State law prohibits discrimination based on race, color, national origin, religion, sex, marital status, mental disability, or presence of children. County law prohibits discrimination based on race, color, national origin, religion, sex, marital status, physical or mental disability, presence of children, ancestry, source of income, sexual orientation, and age.

FEES

Application Fee – A landlord is allowed to charge a prospective tenant a non– refundable Application Fee. However, if the Application Fee exceeds $25.00, and no tenancy occurs, the landlord must return any money in excess of $25.00 not spent on the credit check, or be liable for twice the amount of the fee as penalty.

State law requires landlords with four or more dwellings at one site to place a statement on the application form notifying tenants that: (1) if a landlord takes any fees from a prospective tenant , other than a security deposit, that exceed $25.00, the landlord must return the fees or be liable for twice the amount of those fees in damages; (2) the money must be returned within 15 days after receiving written notice from either party that no tenancy will take place; and (3) the landlord may only keep those fees used for a credit check.

Non-refundable Fees – Non-refundable fees, such as, reservation or holding fees, move-in, redecorating or cleaning fees, pet deposits, etc., may not be charged or imposed by a landlord. *****

*****_In certain condominium communities, these fees are allowed in the by-laws._

CoreLogic Safe Rent
(formerly First Advantage Safe Rent)

CoreLogic Safe Rent (formerly First Advantage Safe Rent / the Registry) is a service that provides comprehensive reports regarding an applicant's credit and rental history. CoreLogic Safe Rent enables a landlord to review an applicant's rental history before signing a lease. Landlords who are currently licensed by the Department's Licensing and Registration Unit can access CoreLogic Safe Rent, for a nominal fee, by calling 240-777-0311. Landlords wishing to use this service **must** have prospective tenants complete and sign the County's rental application. This form is available on our website at ***www.montgomerycountymd.gov/dhca.*** Tenants who are rejected based on information contained in a CoreLogic Safe Rent report can obtain a copy of their report, free of charge, by calling CoreLogic Safe Rent at 1-888-333-2413. For more information regarding CoreLogic Safe Rent, call 240-777-0311 and ask to speak with someone from the Office of Landlord-Tenant Affairs.

IV. THE LEASE

A lease is the written agreement that defines the rights and responsibilities of a landlord and a tenant. Before signing a lease, prospective tenants are strongly encouraged to read the lease carefully. This is the final opportunity to discuss any provisions, conditions, limitations and requirements that are not thoroughly understood. Remember, once a lease is signed, it becomes a binding contract. Any changes or oral promises, conditions and agreements between the tenant and the landlord must be in writing and signed by both parties.

Any landlord who owns five or more dwelling units in the State of Maryland **MUST** provide the tenant with a written lease. If a landlord fails to comply with this provision, the tenancy will be presumed to be for a term of one year, commencing on the date of the tenant's occupancy. The tenant may terminate the tenancy at any time by providing one month's written notice to the landlord.

Any landlord using a written lease must, on written request from the prospective tenant, provide a copy of the proposed lease without requiring execution of the lease or any prior deposit. Model leases for multi-family and single-family rental properties are available free of charge from the Office of Landlord-Tenant Affairs or on the Department of Housing and Community Affairs' web page. We strongly encourage all landlords to use these model leases.

Be advised that a landlord may require a tenant to obtain renter's insurance as part of the lease and may require that a tenant provide proof of such insurance.

All leases for residential rental properties in Montgomery County must:

- Offer the tenant an initial term of two years, unless the landlord has reasonable cause for offering a shorter term. This requirement does not apply to mobile homes and accessory apartments. Examples of reasonable cause for offering a lease of less than two years may include the expected sale of the property with settlement to occur within a two-year period, or a planned conversion to a condominium within a two-year period. If the tenant wishes to file a complaint regarding the land

lord's failure to offer a two-year lease or written explanation, the complaint must be filed with the Office of Landlord-Tenant Affairs within 180 days from the beginning of the tenancy;

- Allow the parties to negotiate a lease of longer or shorter duration, after the tenant has been offered and rejected a two year lease;

- Require that the landlord give the tenant a written notice to vacate;

- Acknowledge the landlord's liability for damage caused by his/her negligence or violation of applicable law. Provide for reimbursement to the tenant for any damage caused by the landlord's negligence;

- Acknowledge the landlord's responsibility for the maintenance of the rental property. This provision must specifically reference: Chapter 8, "Buildings"; Chapter 22, "Fire Safety Code"; Chapter 26, "Housing and Building Maintenance Standards"; and Chapter 59, "Zoning," of the Montgomery County Code. These sections of law create an express warranty of habitability and require that the landlord make necessary repairs;

- Require all agreements not in the initial lease be put in writing and attached as addenda to the lease;

- Limit penalties for late rent payments to 5% of the monthly rental amount and not allow late charges to be added until the rent is more than 10 days late;

- Require all charges for repair of damage to the property be itemized, whether requested by landlord or tenant, and that these charges be substantiated upon written request;

- Require that all security deposits be handled according to the Real Property Article of the Annotated Code of Maryland (*See Appendix V Maryland Security Deposit Law);*

- Inform the tenant (in a multi-family dwelling) of the location of the rental license, so it can be inspected by the tenant. The Rental Facility License for a multi-family complex must be displayed in the lobby, rental office, or other prominent public place on the property during its entire effective period (*See Section II, Licensing Requirements*);

- Require the landlord to deliver the property in a clean, safe, and sanitary condition, free of rodents and vermin, and in compliance with all applicable laws;

- Require written receipts for all payments made by the tenant in cash or by money order, including rent and security deposit payments;

- Permit the landlord to enter the property, after providing the tenant with 24 hours notice, to make repairs, supply services, or show the apartment to prospective buyers/tenants. A tenant may not unreasonably deny the landlord access to the rental property. The landlord may enter the property after due notice to the tenant, when the landlord is required by the Department to provide access for an inspection under County law. In case of emergency, or when the landlord has good cause to believe the tenant may have damaged the property, no notice is necessary;

- State the specific obligations of landlords and tenants for payment of heat, gas, electricity, water and sewer charges;

- Permit the tenant to sublease the rental property with the landlord's written permission, which cannot be unreasonably withheld. This provision is not applicable in the case of rental units in a common ownership community if a valid legal restriction prohibits subleasing, or in accessory apartments or mobile homes;

- Permit the tenant, due to an involuntary change of employment, death of a major wage earner, unemployment, or for any other reasonable cause beyond the tenant's control, to terminate the lease after giving 30 days' written notice to the landlord. Any charge to the tenant in such cases must not exceed one month's rent or actual costs incurred by the landlord, whichever is less; and,

- Contain a notice to the tenant that general information and assistance regarding evictions is available from the Department of Housing and Community Affairs when issuing a notice to vacate, notice of past due rent or beginning any judicial proceeding to regain the leased premises.

,

All leases for rental properties located in Montgomery County must NOT:

- Require a tenant to agree to a confessed judgment. An example of a confessed judgment is a written agreement by which the tenant admits liability and accepts the amount of agreed upon damages that must be paid to the landlord prior to any court action;

- Require a tenant to waive any rights provided by Chapter 29, *Landlord-Tenant Relations*, of the County Code;

- Authorize the landlord to take possession of the tenant's personal property or the rental property without a court order;

- Deny a tenant the right to a jury trial;

- Require a tenant to pay legal costs or attorney's fees other than those awarded by a court. In addition, any lease that requires a tenant to pay legal fees must: (1) specify that the attorney's fees are **not** part of the tenant's rent and need not be paid to redeem the property in a failure to pay rent action; and (2) obligate the landlord to pay the tenant's attorney's fees if the tenant is the prevailing party in a legal action and the court awards legal fees; and

- Allow the landlord to increase rent more than once in a twelve month period.

RUBS—Ratio Utility Billing Systems

Effective January 1, 2004, the Commission on Landlord-Tenant Affairs issued a regulation entitled Ratio Utility Billing Systems (RUBS). This regulation sets forth the requirements to be followed if a landlord requires that a tenant pay separately for water/sewer usage in a unit that is not individually metered. For more information about RUBS see *Appendix 1—Laws You Should Know*.

RUBS formulas can also be used for gas and electric billing in units that were built prior to 1978. After 1978, the Maryland Public Service Commission requires each unit be individually metered if a tenant is to be billed for gas or electric.

V. SECURITY DEPOSITS

A security deposit is any money, including a pet deposit or payment of the last month's rent, taken by a landlord, in advance of the time it is due, to protect the landlord against damage caused by tenants, guests, or invitees, pets, non-payment of rent, and/or damages incurred by the landlord if the tenant breaches the lease. The total amount of the security deposit cannot exceed the equivalent of two months' rent. If a landlord charges more than this amount, the tenant may recover up to three times the excess amount charged, plus reasonable attorney's fees.

The landlord must give the tenant a written receipt for payment of a security deposit. The receipt must inform the tenant of his/her rights under Section 8-203.1 of the Real Property Article, Annotated Code of Maryland, 1999, as amended *(See Appendix V, Maryland Security Deposit Law*). The receipt may be incorporated into the written lease agreement. If the landlord fails to provide a receipt for the security deposit, the landlord is liable to the tenant for a $25.00 penalty. The landlord is required to retain a copy of the security deposit receipt for a period of two years after the end of the tenancy.

The receipt for payment of the security deposit must contain a notice informing the tenant of the following:

- The right to have the rental property inspected by the landlord in the tenant's presence for the purpose of making a written list of damages that exist at the beginning of the tenancy. This request for an inspection must be done by *certified mail* within 15 days of the tenant's occupancy;

- The right to be present for a final walk-through inspection of the rental property if the tenant notifies the landlord by *certified mail* at least 15 days before the date of the intended move. This notice must contain the intended move-out date and the tenant's new address. The landlord is obligated to conduct this inspection within five days before or after the tenant's intended move out date. The landlord is obligated to notify the tenant in writing by *certified mail* of the date of the inspection;

- The tenant's right to receive, within 45 days after the termination of the tenancy, by first class mail, delivered to the last known address of the tenant, a written list of the charges against the security deposit claimed by the landlord along with the actual costs incurred to repair any damages;

- The landlord's obligation to return any unused portion of the security deposit by first class mail, to the tenant's last known address, within 45 days after the termination of the tenancy; and

- A statement that the landlord's failure to comply with the security deposit law may result in the landlord's being liable to the tenant for a penalty of up to three times the amount withheld from the security deposit plus reasonable attorney's fees.

It is strongly recommended that both parties conduct an inspection of the rental property prior to move-in and compile a written list of any damages. This inspection will help to document pre-existing damages and may prevent misunderstandings regarding who is responsible for damage at the time of move out *(See Appendix IV, Inspection Report)*. Tenants are also encouraged to leave a valid forwarding address with the post office to ensure receipt of any refund of the security deposit.

MAINTENANCE OF SECURITY DEPOSITS

The landlord must place the security deposit in a federally insured financial institution that does business in the State of Maryland. The security deposit must be maintained in a branch of the financial institution located in Maryland. The account is to be devoted exclusively to security deposits and must bear interest. The landlord may deposit the security deposit in insured certificates of deposit or in securities issued by the federal government or the State of Maryland. The deposit must be made within 30 days of receipt and maintained throughout the tenancy.

INTEREST ON THE SECURITY DEPOSIT

Security deposits began earning interest effective July 1, 1972. All security deposits received between July 1, 1972, and June 30, 1980, accrued interest at a rate of 3% per year. All security deposits received between July 1, 1980 and September 30, 2004, accrue interest at a rate of 4% simple interest per year. Effective October 1, 2004, all security deposits received or held on or after that date accrue interest at a rate of 3% simple interest per year.

Interest on a security deposit:

- Is only required on deposits of $50 or more.
- As of October 1, 2004, is 3% simple interest per year, which accrues in six month intervals as follows:

0 - 5 months = 0%	18 - 23 months = 4.5%
6 - 11 months = 1.5%	24 - 29 months = 6%
12 - 17 months = 3%	30 - 35 months = 7.5%, etc.

Example: Deposit held 10/01/03—9/30/05 accrues as follows:

10-01-03—9/30/04	4%		
10/01/04—9/30/05	3%	Total	7%

A $500.00 security deposit held for 24 months (after 10/01/04) accrues 6% interest: $500 x .06= $30, Total security deposit plus interest = $530.00.

INSPECTION

When a tenant vacates a rental property, the landlord is strongly encouraged to inspect the property for damage. If a tenant wishes to be present for this inspection, the tenant must send a written notice to the landlord. The notice must:

- Be sent by certified mail;
- Be sent to the landlord at least 15 days before the move-out date;
- State the move-out date; and,
- Include the tenant's new address.

The landlord must respond to the tenant in writing, via certified mail, advising the tenant of the date and time of the inspection. The landlord must schedule the inspection within 5 days before, or 5 days after, the move-out date given by the tenant.

It is strongly recommended that tenants exercise this right so that both parties are present when the inspection takes place to determine if any damage beyond normal wear and tear has occurred. This inspection will create a written inspection report, detailing the condition of the property . It is also recommended that photographs of the rental property be taken as part of this inspection to document the condition of the property. Prepare an inspection report even if no damage is noted. The inspection report is to be signed by both parties *(See Appendix IV- Inspection Report).*

RETURN OF THE SECURITY DEPOSIT

The most common dispute between landlords and tenants involves the refund of the tenant's security deposit after the end of the tenancy. The Office of Landlord-Tenant Affairs has published a booklet entitled "What Is Ordinary Wear and Tear" to help landlords and tenants distinguish between ordinary wear and tear and damage. This booklet is available on our website.

State law specifies procedures that the landlord must follow for refunding, using and accounting for the security deposit.

- If no damage is claimed by the landlord, the security deposit, plus any accrued interest, must be returned to the tenant, at his/her last known address, within 45 days after the termination of the tenancy.
- A landlord may withhold all or part of the security deposit for unpaid rent, actual cost incurred to repair damage in excess of normal wear and tear to the property caused by the tenant, or for other actual costs incurred by the landlord if the tenant has breached the lease agreement.
- If the landlord withholds any portion of the security deposit, the landlord must send a written notice of the deductions to the tenant. This itemized list must:

  - ► Be sent by *first class* mail to the last known address of the tenant. If the tenant does not provide a forwarding address, the address of the rental property is to be used;
  - ► Be sent within 45 days from the end of the tenancy; and
  - ► Contain a written list of the damages claimed and a statement of the costs actually incurred, including damages incurred from breach of lease.

- If the landlord fails to comply with these requirements, the landlord forfeits the right to retain any portion of the security deposit.
- In the event a rental property is sold while a tenant still occupies it, any security deposits taken are transferred to the new owner and he/she must comply with all of the requirements regarding the return of the security deposit.
- If a tenant breaches the lease agreement by moving prematurely, he/she must write to the landlord and request his security deposit within 45 days after vacating the rental property in order to preserve his/her rights under the security deposit law. Absent a written request, the landlord is not obligated to comply with the 45 day timeline; however he/she must still account for the security deposit as required by law.

VI. MAINTENANCE

Landlords and tenants have certain obligations for maintenance. Knowing and adhering to these responsibilities will help keep the landlord-tenant relationship running smoothly.

Landlords are obligated to:

- Present the unit at the beginning of the tenancy, in clean, safe and sanitary condition, free of vermin and rodents;
- Keep all areas of the building, grounds, and facilities in a clean, safe and sanitary condition;
- Make all repairs and arrangements necessary to put and keep the dwelling unit in as good a condition as it was, or should have been, when the tenancy began;
- Maintain all electrical, plumbing, and other facilities and conveniences supplied by the landlord in good working order;
- Supply and maintain appropriate trash receptacles and pay for its frequent removal. A landlord in a single-family rental property must pay for the frequent removal of trash but does not have to provide or maintain appropriate receptacles. A lease for a single-family rental property may require a tenant to pay for trash collection service if that service is provided directly by a private trash hauler and the rental property is not located in a County trash collection district;
- Supply hot and cold water as reasonably required by the tenant and adequate heat as required by the Housing Code. In a rental property located in a common ownership community, the landlord must provide water, hot water and adequate heat to the extent that the landlord is responsible for providing these services. This does not affect any provision in a lease that requires a tenant to pay for gas, heating oil, electricity, water or sewer service that the tenant uses.

Tenants are obligated to:

- Keep the dwelling unit in a clean, sanitary, and safe condition. A tenant in a single-family rental property must cut grass and weeds periodically and not allow grass and weeds to grow more than 12 inches high;

- Dispose of all rubbish, garbage, and other organic or flammable waste in a clean and sanitary manner. A tenant in a single-family rental property must provide and maintain appropriate receptacles to remove ashes, rubbish, and garbage;

- Keep all plumbing fixtures clean and sanitary;

- Use all plumbing and electrical fixtures properly;

- In a single-family rental property, a tenant must clear the walkway of snow and ice;

- Not permit any person to willfully destroy, deface, damage, impair, or remove any part of the rental property, equipment or appurtenances;

- Inform the landlord promptly of any defects or problems;

- Comply with all covenants, rules, and requirements of the lease; and

- If the landlord fails to make repairs, call 240-777-0311 and report it to Housing Code Enforcement.

In a single-family rental property, if it is written in the lease, the tenant may be charged $50.00 per occurrence for maintenance performed by the landlord that is the responsibility of the tenant, for a maximum of $250.00 per year. However, if a landlord has to make a repair for damage caused by tenant negligence, the tenant is liable for the entire cost of that repair.

The Office of Landlord-Tenant Affairs has published a booklet entitled "What Is Ordinary Wear and Tear" to help landlords and tenants distinguish between ordinary wear and tear and damage. This booklet is available on our website at *www.montgomerycountymd.gov/dhca*.

VII. COURT ACTIONS

Eviction is the court-ordered removal of the tenant and the tenant's personal belongings from a rental property. The court-administered eviction process assures a tenant of the right to a hearing if he/she believes that the eviction action is not justified. It is the final step in a series of procedures initiated by the landlord to repossess the property. A tenant may be evicted for non-payment of rent (Failure to Pay Rent), breach of the lease agreement (Breach of Lease), or failing to vacate after receiving proper notice from or giving proper notice to the landlord (Tenant Holding Over). A tenant can only be evicted by Order of the District Court in the presence of the Sheriff who executes that Order. The landlord **does NOT** have the right to evict without proper judicial process. The landlord cannot physically remove or lock out the tenant, cut off utilities such as water or electricity, remove outside windows or doors, or seize (take) the tenant's belongings in order to force the tenant to vacate a rental property. The landlord must follow court procedures. If a landlord uses unlawful measures to evict a tenant, the landlord exposes him/herself to potential criminal prosecution and substantial civil liability. If your landlord is threatening to evict you without going through the court process, contact the Office of Landlord-Tenant Affairs immediately.

Rent is defined as payment for the tenant's use, possession, and enjoyment of rental property. Rent is generally paid on a monthly basis. Only under very limited circumstances (See *Section X, Rent Escrow*), may rent be legally withheld. Even though a tenant may have a dispute with the landlord, he/she does not have the right, with the exception of a legitimate rent escrow action, to withhold rent. If rent is not paid, the landlord has the right to file suit in District Court for nonpayment of rent.

The landlord is required to give the tenant a written receipt for the payment of rent in cash or by money order. If the tenant pays by check, he/she must be given a receipt upon request.

FAILURE TO PAY RENT

The following sequence of events takes place when a landlord files a failure to pay rent action in the District Court:

1. The landlord files the action with the District Court stating the amount of rent due and requests a judgment for repossession of the property and/or rent due, including late fees and any court awarded costs;

2. When filing an action to repossess property, the landlord must certify that the property is currently registered with MDE (if applicable) and give the certificate number (see *Appendix I, Laws You Should Know*);

3. When filing an action to repossess property, the landlord must also certify whether or not the tenant(s) is/are in active military service;

4. When filing an action to repossess property in a Failure to Pay Rent action, the landlord must provide a current rental facility license number (*See Section II, Licensing Requirements*);

5 The District Court schedules a hearing and issues the tenant a summons to appear in court. The summons is forwarded to the Sheriff's Office for service;

6. The Sheriff mails one copy of the summons to the tenant by first class mail and also attempts to serve the tenant in person. If the tenant is not available to be served, a copy of the summons is posted on the door of the rental property;

7. If the tenant appears in District Court, he/she has the right to offer a defense. The landlord may request, prior to trial, ALL rents due as of the hearing date, including any late fees and court awarded costs. This request must be made on the Failure to Pay Rent Summons. At the hearing, the Judge will decide whether the landlord is entitled to the rent and/or possession of the rental property;

8. If the tenant fails to appear, the Court will likely award a default judgment for the landlord to repossess the property. If the landlord or agent fails to appear, the Court will dismiss the action;

9. If either party disagrees with the Judge's ruling, they have the right, within four days of the Judge's ruling, to appeal the judgment to the Circuit Court;

10. If no appeal is filed, the landlord files a Warrant of Restitution, which is signed by the Judge and forwarded to the Sheriff's Office;

11. Once the Warrant of Restitution is mailed to the tenant and the landlord by the Sheriff's Office, the landlord contacts the Sheriff to arrange a date and time for the eviction (*See Section XI*, *Eviction*);

12. Once the eviction is scheduled, the Sheriff may post a red and white notice on the door of the rental property. However, even if such a notice is not posted, the Sheriff will still proceed with the eviction;

13. While the landlord is responsible for removing the tenant's possessions from the property and placing them in the closest public right of way, an eviction cannot take place unless the Sheriff is present;

14. If a landlord gets a judgment for repossession against a tenant for Failure to Pay Rent, in most cases, the tenant can prevent an eviction by paying the judgment before the Sheriff executes the eviction order. This payment must be made by cash, certified check or money order to the landlord or his agent (including all court awarded costs, with the exception of court awarded attorney's fees). The tenant needs to get a receipt and confirm with the Sheriff's Office that the landlord has canceled the eviction**. The tenant can be evicted the first time the landlord files an action for nonpayment of rent against him/her if the tenant does not pay when, or before, the Sheriff arrives to carry out the eviction***;*

15. If three judgments for unpaid rent have been entered against a tenant in the 12 months prior to the initiation of a Failure to Pay Rent action, and the tenant has paid the debt and redeemed the property, on the fourth filing, the landlord can request a Judgment Absolute, With No Right of Redemption. If a Judgment Absolute is entered, **payment of overdue rent will not prevent an eviction;**

16. If you receive a Warrant of Restitution, you can call the Sheriff at 240-777-7130 to see if an eviction has been scheduled for your address. While the sheriff will tell you if an eviction has been scheduled, the Sheriff will NOT tell you the specific date and time.

OTHER COURT ACTIONS

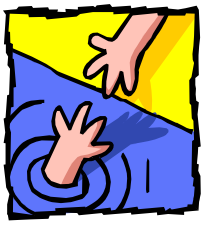
1. The court process in a Tenant Holding Over action and a Breach of Lease action are essentially the same as those in a Failure to Pay Rent action with the following exceptions:

   - The appeal period for Tenant Holding Over and Breach of Lease actions is 10 days; and

   - Payment of overdue rent will not prevent an eviction.

2. When people who are not parties to the lease move into the rental property with the tenant's consent, do not pay rent and refuse to vacate after being asked or remain after the tenant vacates without the landlord's consent; and the landlord thinks that he/she might claim a legal right to possess the rental unit, the landlord and /or tenant may file a Wrongful Detainer action in the District Court. These forms are available from the District Court Landlord-Tenant Clerk. You can call the Clerk at 301-563-8800, press 2 for the Clerk, then 3 for Landlord-Tenant, if you have questions. You can also contact the Office of Landlord-Tenant Affairs or the Self Help Center of the District Court at 410-260-.1392

VIII. SURVIVAL TIPS



Communication is the key to avoiding and resolving problems. In order to build and maintain a strong landlord-tenant relationship, the following tips are helpful:

Tenants:

- Keep the lines of communication open. It is much easier to get issues resolved if a spirit of cooperation exists between landlord and tenant;

- Inspect the property with your landlord when you move in and make detailed notations of any problems. If possible, take photographs of the property at the commencement and termination of the tenancy;

- Report any maintenance problems promptly to the landlord and put the request for repairs in writing;

- Make all requests of your landlord in writing and keep copies of all correspondence;

- Make sure you have renter's insurance. This insurance is relatively inexpensive and can save you a lot of money and aggravation when unforeseen problems arise in your rental property;

- Always pay your rent on time. Rent is due on the first of the month, and it is late on the second. While the Montgomery County Code prohibits the landlord from charging a late fee until after the tenth of the month, **this is not a grace period.** If you pay after the first, your rent is late. You can be sued for Failure to Pay Rent before the 10th of the month. Not paying your rent on time constitutes a breach of lease. In a tight rental market, an untimely rental payment history can be the basis for not renewing your lease. In addition, it may make it difficult for you to obtain alternative housing in the future. CoreLogic Safe Rent, a service used by an increasing number of landlords, specializes in collecting and reporting rental information. CoreLogic Safe Rent regularly collects information regarding court filings against tenants by landlords. Such court filings are included on your credit record just as poor credit card or loan payments are reported to credit bureaus. This information stays on your record for **7 years**, just like any other

negative credit information. Landlords who use CoreLogic Safe Rent to screen tenants will take this information into account. Having a poor rental payment history can make it difficult to obtain housing in the future;

- Always request a written receipt for your rent payments and maintain a record of your payments;

- As a general rule, if you are sued by the landlord, always go to court. However, if you have your case number and you paid the rent prior to the court date, call the Landlord-Tenant Clerk at 301-563-8800 to verify that your case has been cancelled. If it has not been cancelled, go to court and take your receipt for payment of the rent. Sometimes the landlord fails to notify the court that rent has been paid and as a result, erroneous judgments can be obtained; and

- Always request a final walk-through inspection of the property. This request must be in writing and sent to the landlord, by certified mail, at least 15 days before the termination of the tenancy. Make written notes regarding the condition of the property and, if possible, take pictures .

Landlords:

- Keep the lines of communication open. It is much easier to get issues resolved if a spirit of cooperation exists between landlord and tenant;

- At move-in, inspect the property with your tenant, and make detailed notations of any problems that exist. If possible, take photographs of the property at the commencement and termination of the tenancy;

- Make all requests of your tenant in writing and keep copies of all correspondence;

- Respond to requests from your tenant in a timely manner;

- Keep records of all responses to tenant requests for repairs to the property;

- Do not let tenants get too far behind in rent payments. Remember, rent is due on the 1st of the month, and it is late on the 2nd. Allowing a tenant to get behind in rent payments makes it more difficult for you to

collect later. You can sue for Failure to Pay Rent before the 10th of the month;

- Always give tenants a written receipt for rent payments and maintain consistent and accurate accounting records of all rental and other payments;

- If you sue a tenant for Failure to Pay Rent and the tenant subsequently pays the rent, notify the court immediately. It is illegal to knowingly obtain a judgment once the rent has been paid;

- Screen your tenants before signing a lease. CoreLogic Safe Rent is a service that specializes in collecting and reporting rental information. This service is available through the DHCA at a nominal fee, for licensed landlords. (See *Section III, Application Process*); and,

- Always conduct a final walk-through inspection of the property and try to include the tenant. On a written request from the tenant, you must include the tenant. Make written notes regarding the condition of the property and, if possible, take pictures.

Renter's Tax Credit

In the State of Maryland, renters who meet certain criteria may qualify for a tax credit from the State of up to $750.00. If you are age 60 or over, 100% disabled, OR under 60 years old with a 100% disabled dependent, and meet the income guidelines, you may be eligible for this credit. If you are a renter under the age of 60 who, during the tax year had at least one dependent under the age of 18 living with you AND you did not receive federal or state housing subsidies or reside in public housing AND the combined income of all residents of your dwelling is below the income guidelines, you may be eligible for the credit as well. For more detailed information regarding this tax credit, call 1-800-944-7403 or go to the State's website at www.dat.state.md.us/sdatweb/rtc.html.

IX. NOTICES

A working landlord-tenant relationship depends on good communication. Giving and receiving proper notices is essential to maintaining this relationship and avoiding unnecessary costs for both the landlord and tenant. The notices highlighted below are the most common.

NOTICE OF RENT INCREASE

- A notice of rent increase must be in writing and delivered to a tenant at least 2 months prior to the effective date of the rent increase;

- This notice must correspond with the rent payment cycle; for example, a two-month notice of a rent increase given by a landlord on March 29 (before the rent due date of April 1) would take effect on June 1. Similarly, a two-month notice given by a landlord on April 2 (after the rent due date) would not take effect until July 1;

- A tenant may receive only one rent increase in a 12 month period; and,

- Although there is no rent control in Montgomery County, the County Executive does issue a recommended voluntary guideline for rent increases annually. This guideline is based on the rent component of the Consumer Price Index for the Baltimore-Washington Metropolitan area. Information regarding the current voluntary guideline is available from the Office of Landlord-Tenant Affairs or on DHCA's website, ***www.montgomerycountymd.gov/dhca***.

A rent increase notice must be in writing and contain the following:

- The current rent -- the monthly rent charged immediately preceding the effective date of the proposed increase;

- The new rent -- the new monthly rent;

- The percentage of increase;
- The effective date of the proposed increase;
- The voluntary rent guideline issued by the County Executive, which can be found on our webpage at *www.montgomerycountymd.gov/dhca*;
- A statement that the tenant may ask the Department of Housing and Community Affairs to review any increase deemed by the tenant to be excessive. This note may include our telephone number, 240-777-0311; and
- Any other information the landlord deems useful in explaining the rent increase.

QUIT AND VACATE NOTICES

- Must be in writing;
- Must state the specific date by which the tenant is to vacate;
- Must be given for the proper notice period;
- Must be received by the landlord/tenant *on or before* the rent payment due date; and
- Landlords issuing notices to tenants must include the following statement: *"General information and assistance regarding evictions is available from the Department of Housing and Community Affairs."*

A notice to vacate can be issued to a tenant during the lease term if the the tenant has substantially breached the lease. Such notice must be given at least 30 days prior to the date on which the landlord intends to repossess the property and contain the specific circumstances of the alleged breach. This notice does not have to coincide with the rent payment cycle. A landlord may give a 14-day breach of lease notice if the breach involves behavior by a tenant or a person who is on the property with the permission of the tenant which demonstrates a clear and imminent danger to the tenant, the landlord, or other tenants.

Month-to-month tenants in multi-family units are entitled to at least two months' notice, except in case of breach of lease. Month-to-month tenants in single-family units are entitled to at least one month's notice. The landlord is not required to state a reason for the notice.

NOTICE OF DEFECTS

When a tenant notifies the landlord of a defect in the property or requests repairs, it is highly recommended that this request be in writing. The landlord is to be provided a reasonable time period to make the repairs. If the landlord fails to make the repairs in a timely manner, the tenant should call Housing Code Enforcement at 240-777-0311 to file a complaint and request an inspection by County Housing Code Enforcement staff.

Certificate of Mailing

When notifying a landlord or tenant by first class mail, it is advisable to go to the Post Office and obtain a Certificate of Mailing. This is a receipt provided by the Post Office at the time of mailing, acknowledging that a letter was mailed by regular mail to the recipient at a specified address and the date of mailing. The letter is delivered like any other piece of mail, and you will have a receipt documenting that you mailed it on that date.

X. RENT ESCROW

Rent Escrow is a legal remedy that allows a tenant to pay his or her rent to the District Court when a landlord fails to correct conditions in a rental property which present a threat to life, health or safety. It also allows the Court to terminate the lease, order that the amount of the rent due be reduced, or order the landlord to correct the conditions .

Any tenant who lives in rental property where *serious or life threatening conditions exist* must put the landlord on notice of the conditions and immediately contact DHCA at 240-777-0311 to arrange for an inspection by County Code Enforcement staff. Section 8-211(e) of the Maryland Code, defines serious defects and conditions as follows:

(e) **Serious and substantial defects and conditions**.- This section provides a remedy and imposes an obligation upon landlords to repair and eliminate conditions and defects which constitute, or, if not promptly corrected, will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants, including, but not limited to:

- lack of heat, light, electricity, or hot /cold running water, except where the tenant is responsible for the payment of these utilities and the lack thereof is the direct result of the tenant's failure to pay the charges;
- lack of adequate sewage disposal facilities;
- infestation of rodents in two or more rental properties;
- the existence of paint containing lead pigment on surfaces within the rental property;
- the existence of any structural defect which presents a serious and substantial threat to the physical safety of the occupants; or,
- the existence of any condition which presents a health or fire hazard to the rental property.

If the landlord fails to correct the violations within a reasonable time, the tenant is encouraged to file a Rent Escrow action in the District Court and file a complaint with Landlord-Tenant Affairs. The meaning of reasonable time varies with the seriousness and severity of the problem. Most problems that are considered a threat to health and/or safety should be corrected in a very short time frame.

Filing a Rent Escrow action will not automatically stay a Failure to Pay Rent action already filed by the landlord. In order to have the condition of the rental unit considered by the Court, a tenant should file a Rent Escrow action before a landlord files a Failure to Pay Rent action. The tenant can then raise the existence of these defects and conditions as an affirmative defense for non-payment of rent.

A Petition for Action of Rent Escrow form is available from the Clerk of the Landlord-Tenant Division of the District Court. To obtain copies of this form, call 301-563-8800.

XI. TERMINATING THE LEASE

When either the landlord or tenant wants to terminate the lease, he/she must first give written notice. This is referred to as giving a "notice to vacate. "

HOW TO GIVE PROPER NOTICE

LANDLORDS:

- Put the notice in writing;
- State the exact date by which the property is to be vacated;
- The tenant must receive written notice *on or before* the rent payment due date; and,
- Include the following statement in any notice to vacate: *"General information and assistance regarding evictions is available from the Department of Housing and Community Affairs."* This statement **must** be provided prior to beginning any judicial action to regain possession of the rental property.

TENANTS:

- Put the notice in writing;
- State the exact date by which the property is to be vacated;
- The landlord must receive the written notice on or *before* the rent payment due date. The tenant must vacate by midnight on the last day of the notice period. The landlord is not obligated to charge pro-rata rent based on the days you holdover. <u>By staying into the next month, a tenant is liable for the entire month's rent.</u>

NOTICE PERIOD

The length of notice a tenant must give depends on the terms of the lease and the reason for leaving. In a multi-family rental property, proper notice is generally two months; in a single-family rental, proper notice is at least one month. As a lease may provide for a longer or shorter period, the tenant should always check the lease before giving notice. Month-to-month tenants should always consult the

lease agreement before giving notice to vacate. Remember, tenants are still bound by the provisions of the lease, even though it has expired. If a lease contains a different notice period than the one described above, call Landlord-Tenant Affairs at 240-777-0311.

*The notice period must correspond to the rent payment cycle. Notice begins counting from the first of the month, assuming that rent is due on the first day of each month. For example, a two-month notice to vacate received on March 29th (**before** the rent due date of April 1) would expire on May 31st. Similarly, a two-month notice received on April 2nd (**after** the rent due date) would expire on June 30th.*

EARLY TERMINATIONS

"Reasons Beyond the Tenant's Control." Under certain circumstances, a tenant may terminate the lease agreement by giving the landlord a one month notice to vacate. This option applies to a tenant who cannot fulfill the balance of the rental contract because of an involuntary change of employment from the Washington Metropolitan area (generally 25 miles), death of a major wage earner, unemployment, or for other reasonable cause beyond the tenant's control. The tenant needs to explain the specific circumstances in the notice to vacate and provide evidence to substantiate the reasons at the time the notice is given. Under these circumstances, the tenant may be liable for one month's rent, **or** actual damages sustained by the landlord as a result of the breach, whichever is less.

"Reasons Within the Tenant's Control." Early lease termination due to marriage or purchase of a house are typical examples in this category. The tenant has contracted to pay rent through the term of the lease; therefore, the more notice a tenant can give a landlord, the better chance there is of the property being re-rented. Upon re-rental of the dwelling unit, the rental obligation of the previous tenant ceases. This arrangement will help lower the costs incurred by the tenant, because the landlord must make reasonable attempts to re-rent the property to offset damages caused by the tenant's early termination. Usually, the landlord will require the tenant to pay for lost rent, advertising costs, and any legitimate costs incurred to re-rent the property. Another option available to the tenant is subleasing. Subleasing is the transfer of possession and certain rights at the rental property for the remaining term of the tenant's lease. The landlord may not unreasonably deny the tenant's right to sublease; however, subleasing may not be allowed in all cases. If a tenant is considering using this option, it is strongly recommended that he/she call the Office of Landlord-Tenant Affairs to ensure that a sublease is accomplished in compliance with applicable law.

"Breach of Lease." When the lease provides that the landlord may repossess the property if the tenant breaches the lease, as a general rule, the landlord must give the tenant 30 days' written notice that the tenant is in violation of the lease, must state the nature of the breach, and must state the intention to repossess the property. This notice does not have to coincide with the rent payment cycle. However, a landlord may give a 14-day breach of lease notice if the breach involves behavior by the tenant or a person who is on the Property with the permission of the tenant which demonstrates a clear and imminent danger to the tenant, the landlord, other tenants or themselves (Section 8-402.1(a)(2)(B) of the Maryland Code. Unless the tenant voluntarily vacates, the landlord must obtain a court order to repossess the unit. To obtain a court order, the landlord must demonstrate that:

- The tenant breached the terms of the lease;
- The breach is substantial and on-going; and,
- The breach warrants eviction.

If the tenant corrects the breach before the court date, the tenant should appear and demonstrate this to the court. It will be up to the court to decide whether an eviction will take place. Due to the complexities involved, it is recommended that a landlord or tenant contact the Office of Landlord-Tenant Affairs for more specific information regarding breach of lease actions.

MONTH-TO-MONTH TENANCY

A tenant who remains in a rental property after the initial lease expires is considered to be a month-to-month tenant. All of the provisions of the lease still apply, except that the rental agreement is automatically renewed on a monthly basis. Tenants are bound by the terms of the original lease and should refer to that lease to determine the length of notice they must give in order to terminate the tenancy. Landlords of multi-family properties are required to give month-to-month tenants two months' notice to vacate. Landlords of single-family rental properties are required to give month-to-month tenants a one-month notice to vacate. Under these circumstances, it is not necessary for the tenant or the landlord to give a reason for termination. In lieu of being a month-to-month tenant, to ensure a stable housing situation, tenants are encouraged to request annual extensions of the lease agreement . If your lease is not clear or different from the notice period described above, please call Landlord-Tenant Affairs at 240-777-0311.

ONCE NOTICE TO VACATE IS GIVEN

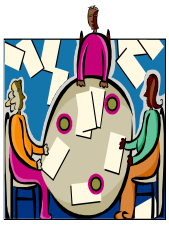
A tenant is responsible for paying rent during the notice period. Furthermore, a tenant's obligations do not necessarily end when he/she moves out. Once a tenant has given notice to the landlord, it cannot be taken back without approval by the landlord. If the tenant does not leave by the date on the vacate notice, the landlord has the right to obtain a court order to evict the tenant by filing a Tenant Holding Over (THO) action in the District Court (*See Section XII Eviction*). If a landlord cannot fulfill his/her obligations to the next tenant, with whom he/she has a signed lease, because the current tenant remained in the property after the notice period, the landlord and the new tenant both may take action against the holdover tenant for damages.

A landlord may accept rent from a tenant after the notice period on a tenant holding over or breach of lease action, without waiving his/her rights to evict under that notice. Payment of rent after the notice to vacate has expired does not renew the lease. The landlord can accept rent and still pursue a tenant holding over or breach of lease action in accordance with his/her notice to vacate.

Certificate of Mailing

When notifying a landlord or tenant by first class mail, it is advisable to go to the Post Office and obtain a Certificate of Mailing. This is a receipt provided by the Post Office at the time of mailing, acknowledging that a letter was mailed by regular mail to the recipient at a specified address and the date of mailing. The letter is delivered like any other piece of mail, and you will have a receipt documenting the fact that you mailed it on that date.

XII. HOW TO FILE A COMPLAINT



Landlords or a tenants may file complaints with the Office of Landlord-Tenant Affairs. However, some complaints can be resolved without filing a written complaint. To file a complaint:

1. Call 240-777-0311 if you have Landlord-Tenant questions. Often, just speaking with an Investigator can answer your questions and resolve your concerns with out filing a complaint. However, should you need to file a complaint, the complaint form can be mailed to you or printed from our website at ***www.montgomerycountymd.gov/dhca.***

2. Provide the following information:

   - Your name, address, and daytime/evening telephone number;
   - The name, address and daytime telephone number of the party against whom you are complaining;
   - The address of the rental property;
   - The specifics of the complaint; and,
   - The remedy or action you are seeking.

3. Send a copy of the complaint form to the other party immediately.

4. Wait one week to allow time for a response. If in one week, the complaint remains unresolved, send a copy of the complaint form to Landlord-Tenant Affairs. To expedite investigation of your complaint, provide a copy of the lease and any supporting documentation (e.g. photographs, letters, etc.) with the complaint form.

Upon receipt by this office, an acknowledgement letter will be sent to you, giving you the case number and the name of the assigned Landlord-Tenant Affairs Investigator.

THE COMPLAINT PROCESS

The Investigator acts as a fact-finder. Documents are examined. Both parties are interviewed as the Investigator works to determine if there has been a violation of landlord-tenant law. The Investigator attempts to conciliate the dispute

between the parties. If necessary, to resolve a complaint and gather all of the necessary information, the Investigator will schedule a conciliation conference with both the landlord and tenant in attendance.

If a resolution to the dispute is reached, and if necessary, the Investigator will draft an agreement to be signed by the landlord and the tenant. This agreement clearly states what each party has agreed to do to resolve the dispute. These agreements are also signed by a representative of Landlord-Tenant Affairs. However, in many instances, the formality of a written agreement is not necessary. The agreement does not mean that either party admits guilt. Rather, the agreement is made in good faith to resolve the dispute. A violation of the agreement, however, can result in legal action.

THE COMMISSION

If a complaint is not resolved, the Investigator refers the complaint to the Montgomery County Commission on Landlord-Tenant Affairs ("Commission"). Commission members act as Administrative Judges. The Commission is comprised of 15 members: 4 tenant representatives, 4 landlord representatives, 4 members of the public who are neither tenants nor landlords, and 3 alternates, one in each category. Commissioners who have a potential conflict with either a landlord or tenant are required to recuse themselves from any decisions regarding that complaint.

After receiving a complaint, the Commission has three options: (1) decide there is no violation of law, in which case the Commission dismisses a complaint without conducting a hearing; (2) decide there is sufficient evidence of a violation, and schedule a hearing to allow both sides to present their testimony and evidence under oath; or (3) refer the case back to Landlord-Tenant staff for further investigation. Hearings are usually conducted by a panel of three Commissioners, one representative from each category. These hearings are informal, and parties can represent themselves or be represented by an attorney. Landlords cannot be represented by their management companies, and parties cannot be represented by someone who is not a lawyer. If English is not the primary language of the landlord or tenant, an interpreter will be provided, at no expense, on request.

After hearing the case, the Commission issues a written Decision and Order. The Commission can order any or all of the following if they find the landlord has created a defective tenancy:

(1) immediate termination of the lease;
(2) return of all or part of a tenant's security deposit along with, if warranted, a

penalty up to three times the amount of the deposit ;

(3) return of all or part of any rent already paid to the landlord;
(4) an award of up to $2,500.00 for damage or loss incurred by a tenant;
(5) a reasonable expenditure for temporary or substitute housing; and
(6) attorney's fees up to $1,000.00, when appropriate.

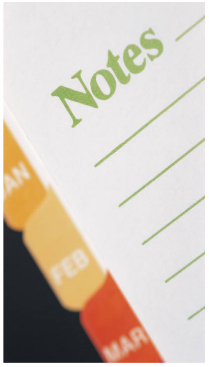
The Commission can order any or all of the following if they find the tenant has created a defective tenancy:

(1) immediate termination of the lease and possession of the rental property under State law; and,
(2) an award of up to $2,500.00 for damage or loss incurred by a landlord.

The Decision and Order is legally binding. If any party fails to adhere to the provisions of the Decision and Order, the County will take enforcement action. If either party disagrees with a Decision and Order, the Decision and Order may be appealed to the Circuit Court for Montgomery County. If the Decision and Order contains a monetary award, and the appellant wants to stop enforcement, he/she must post a bond with the Circuit Court in the amount of the award.

The Commission has issued numerous Decisions and Orders that have addressed a variety of landlord-tenant issues, including security deposits, utility conversion, breach of lease, license revocation and habitability. Please review the Commission's Decisions and Orders to get an idea of how they interpret the law given certain fact patterns. These Decisions and Orders are available online at ***www.montgomerycountymd.gov/dhca.***

NOTES



*Please use these pages to keep a record of transactions between landlord and tenant (e.g. telephone calls, emails, requests for repairs, etc.)

NOTES

APPENDICES

APPENDIX I. LAWS YOU SHOULD KNOW

RUBS– Ratio Utility Billing System

Most apartment complexes in Montgomery County are not individually metered for water and sewer usage. The regulation, entitled Ratio Utility Billing Systems (RUBS), sets forth the requirements for those landlords who choose to bill tenants directly for water/sewer usage. The RUBS Regulation became effective January 1, 2004, and permits landlords to allocate the cost for water and sewer to tenants.

Major aspects of the RUBS Regulation:

- Common area usage (pools, laundry rooms, irrigation systems, etc.) must be deducted before calculating individual tenant bills;
- The landlord can use one of two approved formulas. If a landlord wants to use any other formula, it must first be submitted to and approved by the Office of Landlord-Tenant Affairs. These two formulas are:

$$\frac{\text{total WSSC bill for month– common area usage}}{\text{total occupants at the property}} \times \text{no. of occupants in rental unit}$$

OR

$$\frac{\text{total WSSC bill for month– common area usage}}{\text{total occupants at the property}} \times \text{ratio formula 1}$$

(1 occupant=1;
2 occupants=1.6;
3 occupants=2.2;
3+ occupants=2.2+.4
for each additional person)

- A tenant's bill is to be pro-rated if he/she vacates during a billing period;
- If an administrative fee is charged to the tenant, it cannot exceed $1.00 per billing period;
- The tenant may be billed on a monthly basis;
- Each bill must contain the length of the billing period, the amount due for allocated water and sewer usage, the administrative fee, the total amount due for the billing period, a statement that the bill is not from WSSC, name and address of the tenant, name, address and telephone number of the company sending the bill, and the name, address and telephone number of the person to whom payment is made;
- The due date on the bill cannot be less than 15 days after it is mailed or hand-delivered to the tenant;

- The tenant is entitled to a refund if he/she is over billed;
- The tenant has the right to dispute a bill. Any dispute must be in writing. On receipt of a written dispute, the landlord must investigate the bill and forward a written report on the outcome of that investigation to the tenant within 30 days from the date the dispute was received from the tenant; and,
- If the landlord does not comply with the provisions of this regulation, the tenant has the right to file a complaint with the Office of Landlord-Tenant Affairs.

The RUBS regulation in its entirety is available at ***www.montgomerycountymd.gov/dhca.***

§ 8-203(e)(1) Return of deposit to tenant; interest.—Effective October 1, 2004, security deposits will accrue interest at the rate of 3% simple interest per annum. Security deposits held before October 1, 2004 will accrue interest at the rate of 4% simple interest per annum through September 30, 2004.

§15-802(b)(2) Dishonored Checks of Maryland Commercial Law - The maximum amount that can be charged for a returned check is $35.00.

LEAD PAINT

Owners of rental properties built before 1950 are subject to requirements regarding lead-based paint under Maryland State and Federal law. Unless a pre-1950 rental property has been certified as lead-free, landlords must comply with Maryland's Lead Poisoning Prevention Program by:

- Registering with the Maryland Department of the Environment (MDE) annually and pay an annual fee;
- Completing proper tenant notification at every tenancy turnover;
- Satisfying risk reduction at every tenancy turnover; and
- Satisfying modified risk reduction as required.

Owners of property built between 1950 and 1978 have the option of not participating in the program. All housing built after 1979 is presumed to be lead-free.

When filing an action to repossess property, a landlord must certify that the property is currently registered with MDE and give the certificate number, if the law applies to his/her property.

For more information on Maryland's requirements, please visit MDE's website at **www.mde.state.md.us** or call MDE at 1-800-633-6101X4199 or 410-537-4199 (within Maryland). Information on the Federal requirements Is available from the EPA at http://www.epa.gov/lead/.

MILITARY CLAUSE (U.S. Servicemembers Civil Relief Act)

When filing an action to repossess property (Failure to Pay Rent, Tenant Holding Over, or Breach of Lease) with the District Court, the landlord must:

(A) file an affidavit with the court stating whether or not the tenant is in military service and showing necessary facts to support the affidavit; or,

(B) file an affidavit stating that he/she is unable to determine whether or not the tenant is in military service.

This information can be found at **www.dmdc.osd.mil/scra**.

FORECLOSURE (Public Law No. 111-22)

The Protecting Tenants in Foreclosure Act became effective on May 20, 2009 . It protects tenants renting foreclosed properties from immediate eviction. The highlights of this law are as follows:

- The new owner must honor a current lease agreement with the tenant if the owner is not planning to occupy the property as his/her primary residence;
- If the new owner plans to occupy the property, he/she must give the tenant 90 days written notice to vacate; and,
- The tenant must pay rent due to the new owner once the sale of the property has been ratified.

This law is scheduled to expire in December 2014. For more information go to **www.nhlp.org** or call the Office of Landlord-Tenant Affairs.

VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL ASSUALT

Effective October 1, 2010, § 8-5A, Rental Housing – Victims Of Domestic Violence and Sexual Assault of the Real Property Article, Annotated Code of Maryland, gave affected persons rights they did not have previously. If you are the victim of domestic violence and/or sexual assault; the legal tenant or occupant of the property; and have obtained a final peace or protective order from the Court, you have the following protections under the law:

1. The right to terminate the tenancy with 30 days written notice, mailed or hand-delivered to the landlord along with a copy of the final peace or protective order.

- You must pay rent through the 30 day notice period. Your obligations under the lease cease at that point.
- If you do not vacate in accordance with the notice, the landlord has the right to either rescind your notice and require that you comply with the terms of the original lease; OR
- File a *Tenant Holding Over* action against you and have you evicted from the premises.
- The landlord must provide you written notice in either instance.

2. The right to have the landlord change the locks upon written notice to the landlord along with a copy of the final peace or protective order.

- The lock change shall be completed by the close of the next business day after receipt of a written request from you.
- If the landlord fails to change the locks within this timeframe, you have the right to have the locks changed by a certified locksmith without the landlord's permission and give the landlord a copy of the new key by the close of the next business day after the locks have been changed.
- If the landlord changes the locks, he/she must provide you with a copy of the key at a mutually agreed upon time, not to exceed 48 hours following the change of the locks.
- The landlord may charge you a fee, not to exceed the reasonable cost of changing the locks.
- If you fail to pay the fee within 45 days after the locks have been changed, the fee may be added as additional rent or deducted from your security deposit.

RETALIATORY EVICTIONS

Section 8-208.1, Retaliatory Actions of the Annotated Code of Maryland, Real Property Article, has been amended, and these are the highlights of the amended law.

If a tenant or tenant's agent has:

- Filed a good faith complaint of an alleged violation of the lease, law or condition on the leased premises that is a substantial threat to the health and safety of the occupants against the landlord;
- Filed a lawsuit against the landlord;
- Testified or participated in a lawsuit involving the landlord; or
- Participated in any tenants' organization.

A landlord of any residential property may <u>not:</u>

- Bring or threaten to bring an action for possession against a tenant;
- Arbitrarily increase the rent or decrease services to which a tenant has been entitled; or
- Terminate a periodic tenancy (month-to-month).

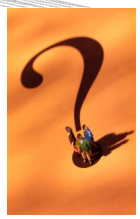
If the Court finds that the landlord engaged in a retaliatory action or that the tenant's assertion of retaliation was made in bad faith or without substantial justification, either party may be liable for damages not to exceed 3 months' rent, reasonable attorney's fees and court costs.

The tenant cannot raise this defense if rent is not current, OR, if three judgments for <u>Failure to Pay Rent</u> have been entered against him/her in the preceding 12 months.

Nothing in this law precludes a landlord from giving notice to vacate to a month-to-month tenant or at the expiration of a lease.

For more information see Section 8-208.1, of the Annotated Code of Maryland, Real Property Article (2011, as amended).

APPENDIX II. MOST FREQUENTLY ASKED QUESTIONS



LANDLORD-TENANT
240-777-0311

1. **What is the interest rate on a security deposit?** Effective October 1, 2004, it is 3% simple interest per year and accrues at a rate of 1.5% every 6 months.

2. **When does the security deposit have to be returned?** Within 45 days after the end of the tenancy.

3. **Does the landlord have to notify the tenant if he/she is going to keep the security deposit?** Yes, the tenant must be sent an itemized list of charges together with a statement of the costs actually incurred by the landlord, within 45 days of the termination of tenancy.

4. **How much notice is required for a rent increase?** The landlord must notify the tenant in writing 2 months prior to the rent being increased.

5. **How often can the landlord raise the rent?** The rent may be increased only once in a twelve-month period.

6. **How many days can the rent be late before the landlord can impose a late penalty?** The rent must be more than 10 days late.

7. **How much is the late penalty?** The penalty cannot exceed 5% of the monthly rent.

8. **Can the landlord file for eviction if the rent is one day late?** Yes.

9. **What can the landlord do if a tenant does not pay rent?** The landlord may file a *Failure to Pay Rent* action in the District Court .

10. **Can the landlord ask the Court to award rent that becomes due after the Failure to Pay Rent action is filed?** Yes, if the Court hearing is not held on or before the fifth business day after the landlord files the complaint, the landlord may ask the Court to award a judgment for all rent that is due and owing up to the date of the hearing, including late fees and any court awarded costs.

11. **I received a notice that I am going to be evicted. Where can I call to find out when the eviction will take place?** If you call the Sheriff's Department at 240-777-7130, the Sheriff will confirm whether an eviction is scheduled for your address but will not provide the date or time. Evictions are generally scheduled at 10:30 a.m. or 1:00 p.m. Monday—Friday. Although these are the general guidelines, evictions can take place at any time.

12. **How much notice of his/her intention to vacate must the tenant give the landlord?** The tenant must give written notice, if required by the lease, generally one month for single-family units and two months for multi-family units.

13. **How much notice must the landlord give the tenant to vacate?** The landlord must give written notice, at least one month for single-family units and two months for multi-family units.

14. **How much can the landlord increase the rent?** There is no rent control in Montgomery County. Therefore, the amount of rent increase is at the discretion of the landlord. However, there is a Voluntary Rent Guide line established annually by the County Executive. This guideline is based on the rental component of the Consumer Price Index for the Washington-Baltimore Metropolitan Area. For more information, call the Office of Landlord-Tenant Affairs at 240-777-0311.

15. **Can the tenant use the security deposit as the last month's rent?** No. The security deposit is protection for the landlord against damage caused by tenants, non-payment of rent and damages incurred due to breach of lease.

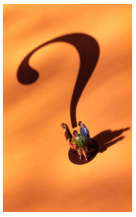
16. **How many single people may occupy one rental property?** You may have up to five single, unrelated people living together as a housekeeping unit, sharing one kitchen, provided sufficient square footage is available for that number *(see #9, p.49).*

17. **If the landlord will not make repairs, what can a tenant do?** Call Housing Code Enforcement at 240-777-0311. An Inspector will go to the property and put the landlord on notice if he/she finds violations of the Housing Code. The Code Inspector will follow-up with enforcement action in the form of Civil Citations and court action if necessary, if the landlord fails to make required repairs.

18. **Is the landlord required to tell a tenant if there is lead-based paint at the property?** Yes. Landlords must disclose known information on lead-based paint hazards before leases take effect. Per Federal law, this applies to all houses built before 1978. This information must be reported to all tenants. In addition, all houses built before 1950 must register with the Maryland Department of the Environment (MDE) and comply with Maryland's Lead Poisoning Prevention Program. For further information on these requirements, call MDE at 1-800-633- 6101X4199 or 410-537-4199 (within Maryland).

19. **Can I file a complaint with Landlord-Tenant Affairs if I am renting a room?** No, because room rentals are not covered by Chapter 29 of the County Code. However, Landlord-Tenant staff are available to answer any questions you may have regarding your rights as a tenant in a room rental situation.

HOUSING CODE ENFORCEMENT
240-777-0311



The mission of the Housing Code Enforcement Section is to maintain and preserve the quality of neighborhoods in general and the housing stock in particular in Montgomery County. The Code Enforcement Section is responsible for administering Chapter 26, *Housing and Building Maintenance Standards*, Chapter 48, *Solid Waste* and Chapter 58, *Weeds* of the Montgomery County Code. Code Enforcement accomplishes these goals by investigating complaints, performing legally required inspections and educating citizens regarding their rights and responsibilities in the area of property maintenance. Complaints can be opened by calling 240-777-0311.

1. **How often is a landlord required to paint a rental property?** At least once every five years, or after the third year of tenancy, if the paint is stained, not intact or cleanable. Repainting is not required between tenan cies. However, at the commencement of a tenancy, all painted surfaces must be in a clean condition and free of any peeling or chipping paint.

2. **If there is no heat, what should a tenant do?** The landlord is responsible for maintaining a temperature of at least 68 degrees Fahrenheit in all habitable rooms. If there is inadequate heat, the tenant should first contact the landlord. If the landlord does not respond, call Housing Code Enforcement at 240-777-0311.

3. **Is the landlord required to provide air conditioning?** No. However, if the dwelling has air conditioning, it must be in working order. If not, the tenant should report this to the landlord; if the landlord does not respond, call Housing Code Enforcement at 240-777-0311. There is no County-mandated cut-on or cut-off date for air conditioning.

4. **Who is responsible for installing and maintaining smoke detectors?** It is the responsibility of the owner of each rental property to install smoke detectors. At least one smoke detector must be in each sleeping area and one must be in or near each stairwell leading to an occupied area. The tenant is responsible for maintaining the smoke detector, changing the batteries periodically, and testing to make sure that it is operable. Smoke detectors are a necessity. If a complaint is filed regarding the absence of a smoke detector or one that is malfunctioning, Code Enforcement will arrange an immediate inspection.

5. **Are landlords required to supply window treatments such as blinds and/or curtains?** No.

6. **Are landlords required to provide carpeting?** No, but carpeting may be required by the lease. The lease may require that the tenant provide carpeting for a certain portion of the floor area, generally 80%.

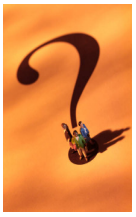
7. **Who is responsible for cleaning the carpet in a rental property?** The tenant.

8. **Who is responsible for cutting the grass in a single family rental property?** The tenant.

9. **How many people can live in a rental property?** The number of people who can live in a rental property depends on the size of the unit. There must be 150 square feet for the first occupant and 100 square feet for each additional occupant.

10. **What can I do if my neighbors are noisy?** Complaints concerning excessive amounts of noise are to be referred to the Department of Environmental Protection at 240-777-0311 or the Police Department's non-emergency number at 301-279-8000.

11. **Can you file an anonymous code complaint?** Yes.



LICENSING
240-777-3666

1. **How much is the license fee?** The County Executive sets fees annu ally. For current fee information, please call 240-777-3666 or visit our webpage at *www.montgomerycountymd.gov/dhca*.

2. **How often do I have to pay the license fee?** The licensing fee is paid once each fiscal year and the fiscal year is July 1st through June 30t.h of the following year. The fee is not prorated. The entire Rental Facility Licensing Fee is due if the property is rented for any portion of a licensing year.

3. **How do I know when the license fee is due?** If your rental property is currently licensed, a renewal notice and invoice will automatically be sent to you in July of the following year. Payment is due within 30 days.

4. **To whom do I make my check payable?** Checks are to be made payable to Montgomery County.

5. **When will I receive my license?** License certificates are issued to owners of multi-family facilities because the license must be displayed in the lobby, rental office, or other prominent public place on the property during the license period. In all other cases, your canceled check is your confirmation that the application has been processed or your renewal fee has been received. If required information is missing from your application, you will receive a notice requesting the missing information.

   If you need written verification of your licensing status, contact the Licensing and Registration Unit at 240-777-3666.

6. **Who must complete the Rental Facility License application form?** Anyone may complete the form, but the **owner must sign** the completed application.

7. **Do I have to hire an agent or management company to handle my rental property?** It is highly recommended that you use a management company to oversee your rental property; however, it is not required. Owners of rental property who reside outside the State of Maryland must designate a Legal Agent (agent for service of process), even if the owner lives in nearby Washington, DC or Virginia. The Legal Agent must live in Maryland and agree to accept legal documents on behalf of the out-of-state owner. They DO NOT have to be professional management agents. Legal Agents may be friends, former neighbors or family members; however, the Legal Agent cannot be your tenant. Legal Agents must provide their home address and, along with the owner, sign the application form.

8. **What do I do if the information I submitted on the original license application changes?** Any changes in information must be reported to the Licensing and Registration Unit within ten days. When submitting changes of information, be sure to note the change of information, your license number and rental property address. Failure to report changes will result in the denial of your application and/or the revocation of your license. All registered landlords must provide the Department with a current address for the receipt of mail. If the Department sends mail to the designated address and it is returned as undeliverable, the Department may treat the mail as having been received.

9. **What do I do if I sell my rental property? Do I get a refund of the license fee?** Notify the Licensing and Registration Unit and provide the following information:
   - License number
   - Rental property address
   - Date of sale
   - New owner's name & address

   Refunds are not issued.

10. **Do the licensing laws apply in all areas of Montgomery County?** Rental properties located in the Town of Barnesville, Town of Garrett Park, Town of Laytonsville, and the Town of Poolesville do not fall within Montgomery County's licensing requirements and do not require licenses; however, the incorporated Cities of Gaithersburg, Rockville and Takoma Park do require their own licenses. Please contact the following incorporated municipalities directly for further information on their licensing requirements:

City of Gaithersburg	301-258-6330
City of Rockville	240-314-8320
City of Takoma Park	301-891-7255

11. **Are any units exempt from the licensing requirements?** Yes, a property is exempt from licensing if an individual with an ownership interest in the property occupies it or if a spouse, sibling, parent, grandparent, child or grandchild of the owner occupies it.

12. **Does the landlord need to have a license if he/she wants to rent a room in his/her home?** An owner occupying his/her home, and renting up to two rooms in the home, is not required to obtain a rental facility license.

13. **Are there special licensing requirements for Accessory Apartments?** Yes, there are zoning and code enforcement requirements that must be met before renting an Accessory Apartment. Please call 240-777-0311 for further details and assistance on the zoning and code enforcement requirements. (See *Section II, Licensing Requirements*)

14. **Are there penalties for failing to obtain a license?** Yes. Failure to obtain a license is a Class A Violation of the Montgomery County Code. Such violations are punishable by the issuance of civil citations. These citations carry fines of $500 for the initial offense and $750 for repeat offenses. An individual citation can be issued for each day a rental property is not licensed.

15. **Does the landlord have to comply with the state's Lead Poisoning Prevention Program to obtain a license?** Effective October 1, 2004, all residential rental property must meet the requirements of the state Lead Poisoning Prevention Program in order to be licensed. Properties built before 1950 will have to provide proof to DHCA of their registration with the Maryland Department of Environment (MDE) or proof that the rental property is lead free, based on a Lead Inspection Certificate. Further information is available from MDE at **www.mde.state.md.us** or from the Licensing and Registration Unit.

APPENDIX III. MOVE IN/MOVE OUT INSTRUCTIONS

TENANT MOVE-OUT INSTRUCTIONS

1. Inspection.

An inspection should be performed with both landlord and tenant present when the tenant moves in to review any problems or deficiencies at the property at the commencement of the tenancy. This will help eliminate problems at the end of the tenancy regarding what conditions were in existence at the commencement of the tenancy.

A move-out inspection will be performed by the landlord. The tenant has the right to be present at the time of inspection to determine if any damage has been done to the property. The tenant needs to notify the Landlord by certified mail fifteen (15) days prior to the tenant's date of moving, if he/she wants to be present for this inspection. The notice must contain the tenant's intention to move, date of moving, and new address. Upon receipt of this notice, the landlord/agent must notify the tenant in writing by certified mail of the time and date when the property will be inspected. The inspection date must occur within five days before or five days after the date of moving as designated in the tenant's notice.

The property must be left vacant and clean. If the tenant is responsible for payment of the final water bill as well as of any other utilities, and they are not paid, payment will be deducted from the security deposit.

2. Utilities.

If the tenant is responsible for paying utilities, he/she must request that a final bill be sent to his/her new address, including the final water bill. Make sure the utilities are transferred to the landlord's name, if allowed by the utility company. The landlord will make sure that all utilities are transferred to the new tenant/owner. Service should not be turned off. If that happens, the tenant may be held responsible for any charges against the account, including disconnect/reconnect fees. The telephone numbers for the major local utilities are:

Electric:	**Water:**
PEPCO: 202-833-7500	WSSC: 301-206-4001

Gas:

Washington Gas:	703-750-1000 or 800-752-7520
Allegheny Power:	800-255-3443
Baltimore Gas & Electric:	800-685-0123

3. Thermostat Settings.

It is recommended that during spring/summer season (May - September) the thermostat should be set on "cool/auto" at 80 degrees. During the heating season (October - April) the thermostat should be set on "heat/ auto" at 65 degrees. All electrical circuit breakers should be left "on."

4. Water Bill.

If the tenant is responsible for paying the water bill, he/she must contact WSSC with both the indoor and outdoor meter readings as of the date he/she moves out and request a final bill. WSSC figures the amount due within three working days. If the tenant does not pay the final bill, the amount owed will be deducted from his/her security deposit.

5. Oil Heat.

It is necessary to refer to the lease agreement for the terms of replacement of oil used. If, at the commencement of the tenancy, the tank was full, the tenant may be required to refill it. The lease normally requires that the tenant is responsible for filling the oil tank before he/she vacates the property. A copy of the paid receipt should be given to the landlord.

6.. Fireplace.

The tenant is responsible for cleaning the fireplace when you vacate the property.

7. Carpets.

The condition of the carpets should be carefully noted when a tenant moves into the property. Some leases require that the carpets be professionally cleaned when the tenant vacates. Please refer to your lease. If the tenant is fails to do so, the landlord can have the carpets professionally cleaned and deduct the amount paid from the security deposit.

8. Move-Out Condition.

The tenant is required to leave the property in clean condition. Particular attention should be paid to kitchen appliances and bathrooms, and all burned-out light bulbs should be replaced. The tenant should not spackle walls to fill nail or screw holes or paint walls or trim. The tenant should arrange for the removal of all trash from the property. In areas where Montgomery County provides trash removal, Montgomery County Solid Waste Services can be called at 240-777-0311 for special trash pick-up.

9. Refrigerator.

The refrigerator should be left "on" but the setting may be turned to low/ energy saver.

10. Keys.

Keys, garage door openers, etc. given to the tenant at move-in are to be noted on the inspection sheet.

All keys, including mailbox, storage, and laundry room keys, as well as garage door openers and all parking and pool passes are to be returned as soon as possible.

The Office of Landlord-Tenant Affairs has published a brochure entitled **"What is Ordinary Wear and Tear"** which is available at our office or on our website at ***www.montgomerycountymd.gov/dhca.*** This brochure explains the difference between damage and normal wear and tear and is a useful guide for both landlords and tenants.

Copies of the Inspection Report (*see Appendix IV, Inspection Report*) are available online and at the Office of Landlord-Tenant Affairs.

APPENDIX IV. INSPECTION REPORT

Address _____

Move-In Inspection Date__/__/__ Move-Out Inspection Date __/__/__

S = Satisfactory; U = Unsatisfactory

KITCHEN	S	U	Move-In Comments	S	U	Move-Out Comments
Refrigerator						
Stove						
Exhaust Fan						
Sink						
Countertop(s)						
Dishwasher						
Disposal						
Cabinets						
Walls						
Floor						
Window(s)						
Screen(s)						
Other						
LIVING ROOM						
Carpeting/ Floor						
Wall(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						
DINING ROOM						
Carpeting/ Floor						
Wall(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						

BATHROOM 1	S	U	Move-In Comments	S	U	Move-Out Comments
Sink and Vanity						
Bathtub/ Shower						
Commode						
Exhaust Fan						
Walls						
Floor						
Window(s)						
Screen(s)						
Other						
Wall(s						
BATHROOM 2						
Sink and Vanity						
Bathtub/ Shower						
Commode						
Exhaust Fan						
Floor						
Window(s)						
Other						
BATHROOM 3						
Sink and Vanity						
Bathtub/ Shower						
Commode						
Exhaust Fan						
Floor						
Window(s)						
Screen(s)						
Other						

BEDROOM 1	S	U	Move-In Comments	S	U	Move-Out Comments
Carpeting/Floor						
Wall(s)						
Closet(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						
BEDROOM 2						
Carpeting/Floor						
Wall(s)						
Closet(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						
BEDROOM 3						
Carpeting/Floor						
Wall(s)						
Closet(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						
BASEMENT						
Carpeting/Floor						
Wall(s)						
Closet(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Steps/Railing						
Sump Pump						
Other						

EXTERIOR	S	U	Move-In Comments	S	U	Move-Out Comments
Sidewalk						
Driveway						
Steps/Railing						
Light fixtures						
Porch						
Gutters/ Downspouts						
Grass						
Trees/ Shrubbery						
Fence						
Garage						
Shed						
Window Wells						
Patio/Deck						
Sliding Glass Door						
Screen(s)						
Other						
WASHER						
DRYER						
SWITCHES						
OUTLETS						
DOORS						
LOCKS						

COMMENTS _____

_____

_____

_____

_____

Tenant	Move-in Date	Landlord/Agent	Move-In Date
Tenant	Move-in Date	Landlord/Agent	Move-In Date
Tenant	Move-in Date	Landlord/Agent	Move-In Date
Tenant	Move-Out Date	Landlord/Agent	Move-Out Date
Tenant	Move-Out Date	Landlord/Agent	Move-Out Date
Tenant	Move-Out Date	Landlord/Agent	Move-Out Date

APPENDIX V.

MARYLAND SECURITY DEPOSIT LAW

Annotated Code of Maryland, Real Property Article, 1999 as amended

§ 8-203. Security deposits.

(a) *Definitions.-* (1) In this section the following words have the meanings indicated.

(2) "Landlord" means a landlord or a prospective landlord.

(3) "Security deposit" means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings.

(4) "Tenant" means a tenant or a prospective tenant.

(b) *Maximum amount..*— (1) A landlord may not impose a security deposit in excess of the equivalent of two months' rent per rental property, regardless of the number of tenants.

(2) If a landlord charges more than the equivalent of two months' rent per rental property as a security deposit, the tenant may recover up to threefold the extra amount charged, plus reasonable attorney's fees.

(3) An action under this section may be brought at any time during the tenancy or within two years after its termination.

(c) *Receipt..*—The landlord shall give the tenant a receipt for the security deposit as specified in Section 8-203.1 of this subtitle. The receipt may be included in a written lease.

(d) *Maintenance of accounts or certificates of deposit in financial institutions; sale or transfer of landlord's interest.*—(1)(i) The landlord shall maintain all security deposits in federally insured financial institutions, as defined in §1-1-1 of the Financial Institutions Article, which do business in the State.

(ii) Security deposit accounts shall be maintained in branches of the financial institutions which are located within the State and the accounts shall be devoted exclusively to security deposits and bear interest.

(iii) A security deposit shall be deposited in an account within 30 days after the landlord receives it.

(iv) The aggregate amount of the accounts shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(2)(i) In lieu of the accounts described in paragraph (1) of this subsection, the landlord may hold the security deposits in insured certificates of deposit at branches of federally insured financial institutions, as defined in §1-101 of the Financial Institutions Article, located in the state or in securities issued by the Federal government or the State of Maryland.

(ii) In the aggregate certificates of deposit or securities shall be sufficient in amount to equal all security deposits for which the landlord is liable.

(3) In the event of sale or transfer of the landlord's interest in the leased premises, including receivership or bankruptcy- the landlord or the landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the tenant and the transferee for maintenance of the security deposit as required by law, and the withholding and return of security deposit plus interest as required by law, as to all or any portion of the security deposit that the landlord fails to deliver to the transferee together with an accounting showing the amount and date of the original deposit, the records of the interest rates applicable to the security deposit, if any, the name and last known address of the tenant from whom or on whose behalf the deposit was received.

(4) Any successor in interest is liable to the tenant for failure to return the security deposit, together with interest, as provided in this section.

(e) *Return of deposit to tenant; interest.*—(1) Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued in the amount of 3 percent per annum, less any damages rightfully withheld.

(2) Interest shall accrue at six-month intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded.

(3) Interest shall be payable only on security deposits of $50 or more.

(4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(f) *Withholding of deposit—Generally; tenant's right to be present at inspection of premises.*— (1)(i) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage by the tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, major appliances, and furnishings owned by the landlord.

(ii) The tenant has the right to be present when the landlord or the landlord's agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by mail of the tenant's intention to move, the date of moving, and the tenant's new address.

(iii) The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving.

(iv) Upon receipt of the notice, the landlord shall notify the tenant by mail of the time and date when the premises are to be inspected.

(v) The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice.

(vi) The tenant shall be advised of the tenant's rights under this subsection in writing at the time of the tenant's payment of the security deposit.

(vii) Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages.

(2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach.

(3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

(g) *Same—Notice to tenant.*—(1) If any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f) (1) of this section together with a statement of the cost actually incurred.

(2) If the landlord fails to comply with this requirement, the landlord forfeits the right to withhold any part of the security deposit for damages.

(h) Tenant ejected or evicted or abandoning premises.—(1) The provisions of subsections (e)(1) and (4) and (g) (1) and (2) of this section are inapplicable to a tenant who has been evicted or ejected for breach of a condition or covenant of a lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy.

(2)(i) A tenant specified in paragraph (1) of this subsection may demand return of the security deposit by giving written notice by first-class mail to the landlord within 45 days of being evicted or ejected or of abandoning the premises.

(ii) The notice shall specify the tenant's new address.

(iii) The landlord, within 45 days of receipt of such notice, shall present, by first-class mail to the tenant, a written list of the damages claimed under subsection (f)(1) of this section together with a statement of the costs actually incurred and shall return to the tenant the security deposit together with simple interest which has accrued in the amount of 3 percent per annum, less any damages rightfully withheld.

(3)(i) If a landlord fails to send the list of damages required by paragraph (2) of this subsection, the right to withhold any part of the security deposit for damages is forfeited.

(ii) If a landlord fails to return the security deposit as required by paragraph (2) of this subsection, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(4) Except to the extent specified, this subsection may not be interpreted to alter the landlord's duties under subsections (e) and (g) of this section.

(i) Security bond. (http://mlis.state.md.us/asp/web_statutes.asp/grp&8-203)

(j) *No waiver of section's provisions.*—No provision of this section may be waived in any lease.

§ 8-203.1 Security deposit receipt

(a) *Contents.*—A receipt for a security deposit shall notify the tenant of the following: (1) The right to have the rental property inspected by the landlord in the tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the tenant so requests by certified mail within 15 days of the tenant's occupancy;

(2) The right to be present when the landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the tenant notifies the landlord by certified mail at least 15 days prior to the date of the tenant's intended move, of the tenant's intention to move, the date of moving, and the tenant's new address;

(3) The landlord's obligation to conduct the inspection within 5 days before or after the tenant's stated date of intended moving;

(4) The landlord's obligation to notify the tenant in writing of the date of the inspection;

(5) The tenant's right to receive, by first class mail, delivered to the last known address of the tenant, a written list of the charges against the security deposit claimed by the landlord and the actual costs, within 45 days after the termination of the tenancy;

(6) The obligation of the landlord to return any unused portion of the security deposit, by first class mail, addressed to the tenant's last known address within 45 days after the termination of the tenancy; and

(7) A statement that failure of the landlord to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.

(b) *Retention for 2 years.*—The landlord shall retain a copy of the receipt for a period of 2 years after the termination of the tenancy, abandonment of the premises, or eviction of the tenant, as the case may be.

(c) *Landlord penalty.*—The landlord shall be liable to the tenant in the sum of $25 if the landlord fails to provide a written receipt for the security deposit.

APPENDIX VI. NUISANCE ABATEMENT

What is a nuisance?

A nuisance is a property that is used for the purpose of illegally administering a controlled dangerous substance (CDS), of illegally manufacturing a CDS, or of storing CDS in sufficient quantity to assume intent to distribute. A nuisance also means property that is used for prostitution.[1] Loud parties or alcohol parties are not covered by this law (§14-120 of the Real Property Article, Annotated Code of Maryland).

How does the program work?

If you have information that a property in your neighborhood is being used for drug activity, contact the email address or telephone below. The contact officer will conduct a follow-up investigation and send the information to the State's Attorney's Office for review. If the case is accepted, an action is filed in District Court to abate (stop) the nuisance. By law, the Court can (a) order a tenant to vacate the property; (b) order and owner or manager to submit a plan to correct the nuisance; (c) find the owner or manager in contempt of court; or (d) order the sale of the property. Evidence of the general reputation of the property is admissible to corroborate testimony based on observation, evidence seized at the property, or personal knowledge of the property.

What information should I get?

Information that you provide will determine whether the nuisance abatement law can be used. Therefore, try to get as much of the following information as possible without placing yourself or your family in danger:

1. The address of the property where the nuisance is occurring.
2. The identity of the legal tenant(s) and other occupants who have allegedly used the property for drug use, storage and/or distribution of illegal drugs, illegal drug paraphernalia, or prostitution.
3. If possible, the specific identity of the type of drug(s) being used, distributed or stored on the premises; and
4. A brief description of the activities which constitute the nuisance.

Contact Information:

If you suspect drug activity, contact the following via email or telephone:

https://www.tipsubmit.com/WebTips.aspx?AgencyID=758

S.I.D (Special Investigations Division) 240-773-5959

Drug Enforcement Section

Drug Investigations Unit, Pharmaceutical Unit, and Interdiction Unit 240-773-5954

Major Offender/Conspiracy Unit 240-773-5955
Drug Tip Hotline 240-773-TIPS (8477)

If you have information regarding prostitution or human trafficking, contact the following via email or telephone:

viceandintel@montgomerycountymd.gov or 301-840-2496

Tipsters will remain anonymous.

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[1] This information has been excerpted from the pamphlet *"Nuisance Abatement,"* published by the State's Attorney's Office of Montgomery County, MD.

APPENDIX VII. MODEL LEASES

The Office of Landlord-Tenant Affairs, in cooperation with the Montgomery County Commission on Landlord-Tenant Affairs, Greater Capital Area Association of Realtors, Inc. and the Apartment and Office Building Association of Metropolitan Washington (AOBA), has made available to the public two model leases:

- Montgomery County Single Family Dwelling Lease; and,
- Montgomery County Apartment and Condominium Lease.

In addition, a model Rental Application is also available. This form must be used when requesting a credit report from the Department (see *Section III, Application Process*). These documents are available free of charge and can be downloaded from our website, **www.montgomerycountymd.gov/dhca** or by contacting:

Montgomery County Department of Housing and Community Affairs
Office of Landlord-Tenant Affairs
100 Maryland Avenue, 4th Floor
Rockville, MD 20850
PHONE: 240-777-0311; TDD: 711; FAX: 240-777-3691

Although the Department does not have jurisdiction over room rentals, a model Room Rental Lease is also available on our website in English and Spanish.

APPENDIX VIII. EMERGENCY RESOURCES

If you receive a *Failure to Pay Rent* notice, utility cut-off notice, need rental assistance and are a low or moderate income tenant, or have some other emergency, you may be eligible to receive assistance. Please contact one of the following numbers and ask about the County's emergency assistance programs:

Montgomery County Information and Referral Line.....240-777-0311
Montgomery County Crisis Hotline (24 hours).....240-777-4000
Germantown Crisis Intervention.....240-777-4448
12900 Middlebrook Road, Germantown
Rockville Crisis Intervention.....240-777-4550
1301 Piccard Drive, Rockville
Silver Spring Crisis Intervention.....240-777-3075
8818 Georgia Avenue, Silver Spring
Maryland Energy Assistance Program.....240-777-4450
1301 Piccard Drive, Rockville
Rental Assistance Program.....240-777-4400
1301 Piccard Drive, Rockville
Bethesda-Chevy Chase Center.....240-777-8200
4805 Edgemoor Lane, Bethesda

If you speak a language other than English and you need assistance, call:

TESS Community Service Center.....301-565-7675
8513 Piney Branch Road, Silver Spring

If you have questions regarding cases pending in the District Court, call the Clerk of the Court. Be sure you have your case number.

Clerk of the District Court (Landlord-Tenant).....301-563-8800
191 East Jefferson Street, Rockville
Clerk of the District Court (Small Claims).....301-563-8800
191 East Jefferson Street, Rockville

If you are low income and need legal assistance , call Legal Aid or the Pro Bono Clinic. All others call the Self Help Center of the District Court.

Legal Aid Bureau..... 301-560-2100
Montgomery County Pro Bono Program.....301-424-7651
Self Help Center 410-260-1392

If you want information regarding your pending eviction, call the Sheriff.

Eviction Section..... .240-777-7130

Information regarding lead paint and lead paint abatement is available from the Maryland Department of the Environment.

LEAD Hotline.....1-800-776-2706

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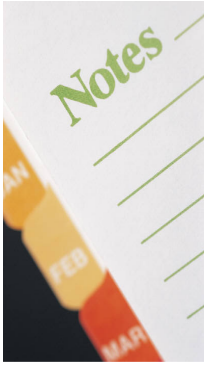

*Please use these pages to keep a record of transactions between landlord and tenant (e.g. telephone calls, emails, requests for repairs, etc.)

NOTES

Montgomery County, Maryland
Department of Housing and Community Affairs
Office of Landlord-Tenant Affairs

www.montgomerycountymd.gov/dhca