

**OFFICE OF ZONING AND
ADMINISTRATIVE HEARINGS
for
MONTGOMERY COUNTY, MARYLAND**

**Stella B. Werner Council Office Building
100 Maryland Avenue, Suite 200
Rockville, Maryland 20850
Phone:(240) 777-6660; Fax (240) 777-6665
www.montgomerycountymd.gov/OZAH**

**CASE NO. ADO 26-03, COMPLIANCE TO ACCESSORY
DWELLING**

Contents

CONTACT INFORMATION.....2

SUMMARY OF COMPLIANCE2

LIST OF EXHIBITS2

DESCRIPTION OF EXHIBITS.....3

OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS

FOR MONTGOMERY COUNTY, MARYLAND

CARESSA BENNET, et al.)	
v.)	Case ADO 26-03
FLAVIA M. FAVALI,)	Objection to Accessory Dwelling
Applicant.)	

APPLICANT'S MEMORANDUM REGARDING QUESTION OF RESIDENCY

In accordance with the Hearing Examiner's request for the Parties' construction of "principal residence" as used in connection with Montgomery County Code Section 29-21(b)(1) (B), Applicant Flavia M. Favali, by counsel, hereby submits as follows:

As noted by the Hearing Examiner, Montgomery Council Bill 31-12 modified the statutory language deleting the occupancy requirement and replacing such language with "primary residence". In doing so, the Council recognized that one may not always occupy the property which he/she identifies as the primary residence.

Ms. Favali has testified under oath that she, in fact, has occupied 7709 Oldchester Road, and has introduced corroborating testimony by multiple friends, relatives and roommates. She also has provided copies of official government checks demonstrating that Montgomery County, the Comptroller of Maryland and the U.S. Treasury identify this property as her address. Moreover the persons challenging Ms. Favali's application have complained that her car is regularly parked at the Oldchester premises. HOWEVER, even if this were not the case, the 2012 definition as stated in the January 11, 2013 memorandum of Jeffrey Zyontz, Legislative Attorney, requires only one of the following:

Maryland income tax return;

Maryland driver's license; or

Real estate tax bill.

Ms. Favali has provided all three of these alternate proofs.

Perhaps most relevant to this case 26-03, the statutory language does not clearly require that the Applicant be the primary resident at this time. In the instant case, the ADU has yet to be constructed. As Ms. Favali repeatedly has testified, she intends to build an ADA compliant accessory dwelling unit which she they will occupy as her permanent residence. She has

described the health issues which mandate her that she have an ADA compliant living space in order to age in place

Although beyond the scope of the Hearing Examiner's question regarding primary residency, she also has noted that County Council Bill 22-19 removed the requirement for specific zoning approval substituting a simpler licensing procedure. As DHCA inspector Johnson has testified, Ms. Favali's application satisfies all licensing requirements. The primary requirements are sufficient parking, i.e. one space allocable to the ADU, and the lack of a negative impact upon on-street parking within 300 feet of the contemplated ADU. As DHCA has determined that the ADU will far exceed County parking requirements, and as the Objectors have testified that they, their children, guests and presumably also their children's guests, routinely park on Oldchester Road, it is evident that there is no negative impact on the neighbors' parking.

The only other existing licensed ADU on Oldchester Road is three blocks away on the other side of Bradley Boulevard. The owners of a new home being constructed greater than 300 feet from Applicant's property -- but on the same block of Oldchester -- have applied for an ADU which has yet to be approved by DHCA. Although that ADU would be between Applicant's home and Wilson Lane, i.e. on the portion of the street where the Objectors have complained of cut-through traffic (despite their admissions that they also park on the street), none of the Objectors have posed an objection to this second ADU.

As (1) Applicant Favali intends to occupy the proposed ADU as her full-time residence; (2) there is no existing ADU within 300 feet of 7709 Oldchester Road; (3) Inspector Johnson has testified that her proposed parking is **three times the County requirement**; (4) the proposed ADU is compliant with the size requirements for an ADU in the R-90 zone; and (5) DHCA has approved Ms. Favali's applications in 2023, 2024 and 2025, it would appear that the Objectors actually may lack a cognizable objection in view of the 2019 legislation.

Respectfully submitted,

January 11, 2026

Greg S. Friedman

Greg S. Friedman, Counsel for Applicant
Law Office of Greg S. Friedman
6216 Mazwood Road
Rockville MD 20852
(301) 455-4734
Friedman.g@gmail.com



7509 OLD CHESTON



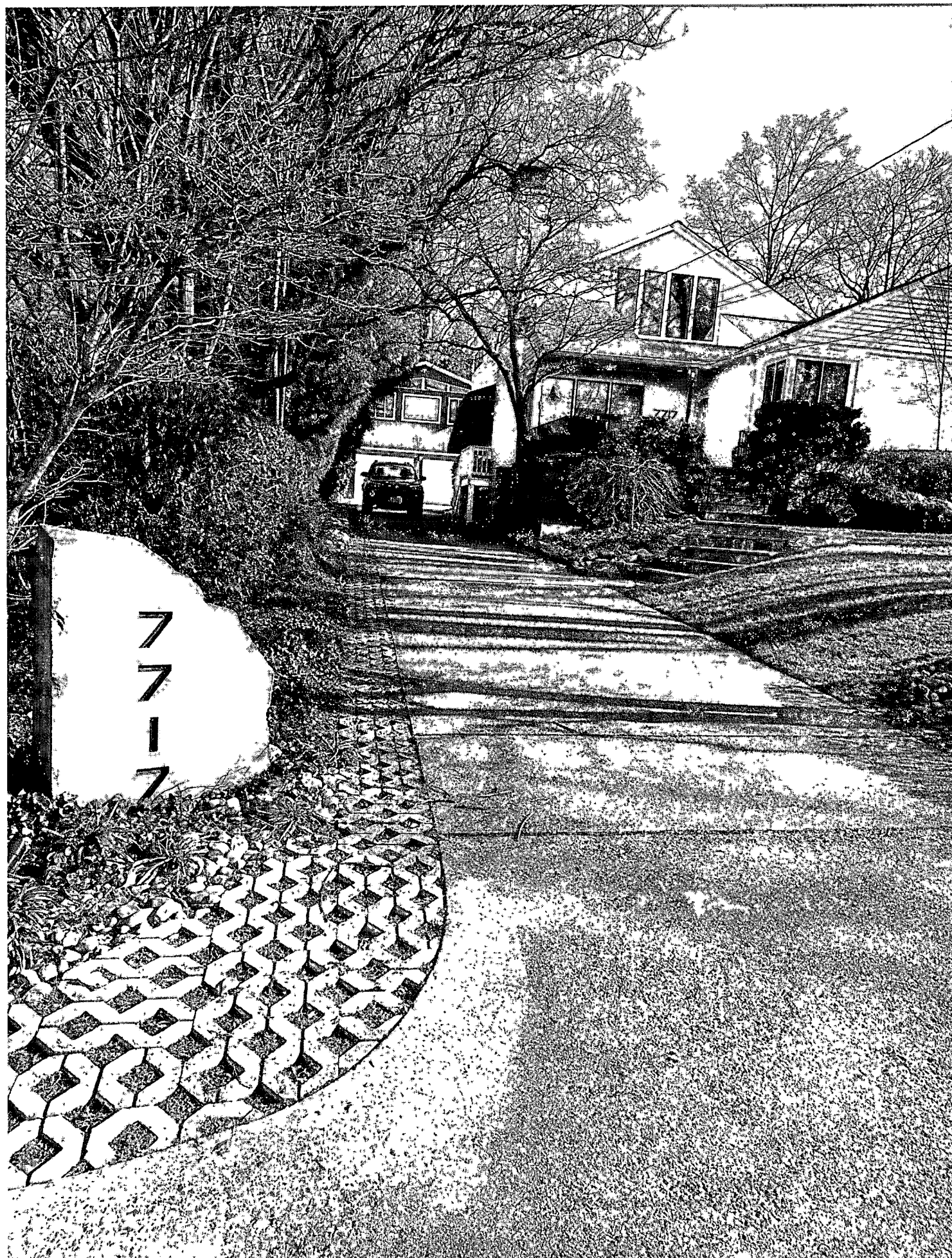
7506 OLD CITRON



7520 OLD CHARSTON



7731 OLD CHESTER



7717 OLD CHESTER

Thehousethatraybuilt@comcast.net
SIX MONTH ROOM RENTAL DWELLING LEASE FOR 7709 OLD
CHESTER ROAD, BETHESDA, MARYLAND 20817

January 11, 2026

Gentlemen:

You have been AWESOME tenants/roomers/housemates over the years.

Steph thanks so VERY much for testifying that yes I do live where I say I live on the 19th of December 2026.

Tomorrow is yet another hearing and one of the requirements to build my ADU (even though the county has permitted it for the past three years) is to change your leases from monthly to six months – like the one Rose has that HIP provided.

Under your doors are two copies of basically the same lease you signed several years ago, this giving you more rights to continue to reside where you have resided. Please keep one, sign the other and leave on either in the utility folder or on the coffee table – If there is a problem do not hesitate to let me know.

Blessings as always, flavia

Thehousethatraybuilt@comcast.net
SIX MONTH ROOM RENTAL DWELLING LEASE FOR 7709 OLD
CHESTER ROAD, BETHESDA, MARYLAND 20817

THIS LEASE, AGREEMENT is made between Stephen Chris Igbokwe (Lessee) and Flavia Favali (Lessor). The Lessor leases to the Lessee the #5, Kirby master bedroom at 7709 Old Chester Rd, Bethesda, Md 20817, Montgomery County, Maryland. The term of the agreement is for six months, beginning on the first of January 2026 for a monthly rent for One Thousand Twelve Hundred Dollars (\$1200.00). On June 1, 2026 Mr. Stephen Chris Igbokwe can renew this lease. Mr. Igbokwe moved in on the 1st day of September 2022 and has been an excellent tenant. Mr. Igbokwe has been given keys to the house and bedroom on September 1, 2022 when he deposited \$1700.00 to the account. He paid a security deposit of Six Hundred Dollars (\$600.00). Rent can be paid to Lessor, certified check, money order or deposited into the M & T Bank: (Manufacturers and Traders Account 9894363432 routing # 052000113. Failure to pay rent at the specified time is a default of this Agreement and the Landlord may use any remedy available under the terms of this Lease and or applicable law.

ADDITIONAL CHARGES:

1. Landlord/Agent may require that all rental payments be made by money order, Cashier's check and/or certified check. Tenant also agrees that if he/she fails to pay any installment of rent within five (5) days of the date due, Tenant must pay the Landlord, in addition to the rent, a late charge of \$35.00 or five percent (5%) of the unpaid rent then due, whichever is greater. The three (3) day is NOT a grace period, and the rent is due and payable on the first (1st) day of each month. The tenant must pay the late charge as additional rent together with the rent then overdue. A service charge of Thirty-five Dollars (\$35.00) will be automatically charged each time a check is returned unpaid for any reason by the Tenant's bank.

RECEIPTS:

2. Landlord agrees to provide to the Tenant a written receipt for payments of rent if the Tenant pays with cash or a money order or, upon Tenant's request for a receipt. This Lease shall serve as a receipt for the aforementioned security deposit.

SECURITY DEPOSIT:

3. In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of Six Hundred Dollars (\$600.00), which sum does not exceed two (2) months' rent. This money will be held as collateral security and applied on any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension or holding over period. The money may also be applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, agents, employees, trades people, or pets, or any other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. any extension or holding over period.

Tenant may not use the security deposit as rent and he must not apply the security deposit as the last month's rent. The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland. Within forty five days (45) days after the termination of the tenancy, the Landlord/Agent must provide the Tenant by first class mail, directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. within forty-five days (45) days after the termination of the tenancy only if Tenant provided written termination within 30 days of termination. The foregoing provision does not apply to any Tenant who has abandoned the premises.

USES/AUTHORISED OCCUPANCY

4. The rooms will be used solely for residential purposes and be occupied by no more than one person. Tenant agrees to pay overnight guest fees of \$45.00 per night. Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessee.

MAINTENANCE

5 Tenant must generally maintain their room and the house in a clean, sanitary and safe condition. Maintenance includes the replacement of light bulbs, toilet paper and towels, cleaning of bathroom and cleaning of appliances including, but not limited to stoves and microwave ovens, refrigerators, and freezers, garbage disposals, dishwashers, washing machines, and clothes dryers. Cleaning of carpets is also required. Tenant is responsible for general control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets and rodents. Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and all gaps free of blockages, and operate all electrical and plumbing fixtures properly.

Tenant must remove ice and snow from all walks, steps and drives; and must maintain grounds in good condition. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior approval from the Landlord/Agent. There are no firearms allowed on property.

UTILITIES

6 . Tenant must pay 1/5 of total utilities consisting of cable, gas, electric, phone, internet, water.

VEHICLE PARKING

7. Tenant may not park any motor vehicle on the property without current license plates and the vehicles must be in operating condition. Park vehicles only in assigned spaces or on the street.

LANDLORD/AGENT ACCESS TO PREMISES

8. Tenant rents a room in a house and Landlord/Agent is permitted in/at her house at her discretion. Landlord may enter Tenant's room after giving due notice (24 hours) to the Tenant to make necessary repairs and inspections during normal business hours, including weekends. Landlord/Agent may enter the room immediately without notice to Tenant in an emergency situation. Landlord/Agent may enter the room after due notice to the Tenant (24 hours) when the Landlord is required to allow access to the Department of Housing and Community Affairs for an inspection.

TERMINATION-HOLD OVER

9. Either Landlord or Tenant may terminate this Lease at its expiration or any extension thereof by giving the other SIX MONTH'S WRITTEN NOTICE.

COURT AWARDED LEGAL FEES

10. If the Landlord files an action to recover possession of the leased premises, including a non-payment of rent action, the Tenant is obligated to pay court costs awarded by the court, and to pay legal costs or attorney fees awarded by a court after the court finds that the fees and costs are reasonable. If the Court awards reasonable attorney' s fees in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent-and do not need to be paid to redeem the premises. Failure to pay rent and late Charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent — Landlord's Complaint for Repossession of Rented Property.

MOVE-OUT INSPECTION/SURRENDER OF PREMISES

11. Tenant will, upon termination of this Lease, surrender the room(s) and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the room in broom-clean condition, free of trash and debris. Upon vacating the premises, Tenant ask for a walk-through, must deliver all

keys to the Landlord/Agent at said walk through. Failure to comply will be cause to charge Tenant for changing locks.

ABANDONED PROPERTY

12. The Landlord/Agent considers any personal property left on the premises after termination of the tenancy abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

HOUSE RULES

13 Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the use of the premises. The tenant agrees to abide by the house rules, and agrees that all guests shall also abide by the house rules. The house shall be maintained in a clean and orderly fashion. This is a smoke free environment, and there shall be no smoking of any substance, of any kind, by any persons while on the property and there shall be no illegal or illegally obtained materials, substances or devices while in the house. No guns or ammunition are allowed on the property. There are agreed upon quiet hours in force which are between 11:00pm and 7:00am. Tenant will not use the premises for any disorderly or unlawful purposes or disruptive to the quiet enjoyment of others and will comply with all applicable Federal, State, County and local ordinances. Firearms are not allowed on the property.

PETS

14 No pets shall be brought on the premises without prior written consent of the landlord.

INSURANCE

15 Landlord's insurance policy does not provide tenant coverage for personal belongings and Landlord shall not be responsible for any theft of personal property of the tenant or his/her guests(s) or any damage, loss or destruction of personal property of the tenant or his/her guest(s) due to fire, water, or any other cause whatsoever. Tenant(s) are encouraged to insure personal property.

HOLD HARMLESS

16 Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by Landlord's Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless damage is caused by Landlord's negligence or violation of the law

EMERGENCY NUMBER:

17. In the event of an emergency affecting the health, safety or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling 202-494-2940.

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.

LANDLORD:

TENANT:

TENANT: Name and Signature _____ Date: _____

LANDLORD: Name and Signature W 1/16/26 Date

Thehousethatraybuilt@comcast.net
SIX MONTH ROOM RENTAL DWELLING LEASE FOR 7709 OLD
CHESTER ROAD, BETHESDA, MARYLAND 20817

THIS LEASE, AGREEMENT is made between Jeff Szabla (Lessee) and Flavia Favali (Lessor). The Lessor leases to the Lessee the #5, Landon master bedroom at 7709 Old Chester Rd, Bethesda, Md 20817, Montgomery County, Maryland. The term of the agreement is for six months, beginning on the first of January 2026 for a monthly rent for One Thousand Twelve Hundred Dollars (\$1200.00). On June 1, 2026 Mr. Szabla can renew this lease. Mr. Szabla moved in on the 15th day of April 2021 and has been an excellent tenant, paying his bills in a timely manner and taking excellent care of the house. Mr. Szabla has been given keys to the house and bedroom on September 1, 2022. He paid a security deposit of Six Hundred Dollars (\$600.00). Rent can be paid to Lessor, certified check, money order or deposited into the M & T Bank: (Manufacturers and Traders Account 9894363432 routing # 052000113. Failure to pay rent at the specified time is a default of this Agreement and the Landlord may use any remedy available under the terms of this Lease and or applicable law.

ADDITIONAL CHARGES:

1. Landlord/Agent may require that all rental payments be made by money order, Cashier's check and/or certified check. Tenant also agrees that if he/she fails to pay any installment of rent within five (5) days of the date due, Tenant must pay the Landlord, in addition to the rent, a late charge of \$35.00 or five percent (5%) of the unpaid rent then due, whichever is greater. The three (3) day is NOT a grace period, and the rent is due and payable on the first (1st) day of each month. The tenant must pay the late charge as additional rent together with the rent then overdue. A service charge of Thirty-five Dollars (\$35.00) will be automatically charged each time a check is returned unpaid for any reason by the Tenant's bank.

RECEIPTS:

2. Landlord agrees to provide to the Tenant a written receipt for payments of rent if the Tenant pays with cash or a money order or, upon Tenant's request for a receipt. This Lease shall serve as a receipt for the aforementioned security deposit.

SECURITY DEPOSIT:

3. In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of Six Hundred Dollars (\$600.00), which sum does not exceed two (2) months' rent. This money will be held as collateral security and applied on any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension or holding over period. The money may also be applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, agents, employees, trades people, or pets, or any other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. any extension or holding over period.

Tenant may not use the security deposit as rent and he must not apply the security deposit as the last month's rent. The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland. Within forty five days (45) days after the termination of the tenancy, the Landlord/Agent must provide the Tenant by first class mail, directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. within forty-five days (45) days after the termination of the tenancy only if Tenant provided written termination within 30 days of termination. The foregoing provision does not apply to any Tenant who has abandoned the premises.

USES/AUTHORISED OCCUPANCY

4. The rooms will be used solely for residential purposes and be occupied by no more than one person. Tenant agrees to pay overnight guest fees of \$45.00 per night. Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessee.

MAINTENANCE

5 Tenant must generally maintain their room and the house in a clean, sanitary and safe condition. Maintenance includes the replacement of light bulbs, toilet paper and towels, cleaning of bathroom and cleaning of appliances including, but not limited to stoves and microwave ovens, refrigerators, and freezers, garbage disposals, dishwashers, washing machines, and clothes dryers. Cleaning of carpets is also required. Tenant is responsible for general control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets and rodents. Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and all gaps free of blockages, and operate all electrical and plumbing fixtures properly.

Tenant must remove ice and snow from all walks, steps and drives; and must maintain grounds in good condition. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior approval from the Landlord/Agent. There are no firearms allowed on property.

UTILITIES

6 . Tenant must pay 1/5 of total utilities consisting of cable, gas, electric, phone, internet, water.

VEHICLE PARKING

7. Tenant may not park any motor vehicle on the property without current license plates and the vehicles must be in operating condition. Park vehicles only in assigned spaces or on the street.

LANDLORD/AGENT ACCESS TO PREMISES

8. Tenant rents a room in a house and Landlord/Agent is permitted in/at her house at her discretion. Landlord may enter Tenant's room after giving due notice (24 hours) to the Tenant to make necessary repairs and inspections during normal business hours, including weekends. Landlord/Agent may enter the room immediately without notice to Tenant in an emergency situation. Landlord/Agent may enter the room after due notice to the Tenant (24 hours) when the Landlord is required to allow access to the Department of Housing and Community Affairs for an inspection.

TERMINATION-HOLD OVER

9. Either Landlord or Tenant may terminate this Lease at its expiration or any extension thereof by giving the other SIX MONTH'S WRITTEN NOTICE.

COURT AWARDED LEGAL FEES

10. If the Landlord files an action to recover possession of the leased premises, including a non-payment of rent action, the Tenant is obligated to pay court costs awarded by the court, and to pay legal costs or attorney fees awarded by a court after the court finds that the fees and costs are reasonable. If the Court awards reasonable attorney's fees in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent-and do not need to be paid to redeem the premises. Failure to pay rent and late Charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent — Landlord's Complaint for Repossession of Rented Property.

MOVE-OUT INSPECTION/SURRENDER OF PREMISES

11. Tenant will, upon termination of this Lease, surrender the room(s) and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the room in broom-clean condition, free of trash and debris. Upon vacating the premises, Tenant ask for a walk-through, must deliver all

keys to the Landlord/Agent at said walk through. Failure to comply will be cause to charge Tenant for changing locks.

ABANDONED PROPERTY

12. The Landlord/Agent considers any personal property left on the premises after termination of the tenancy abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

HOUSE RULES

13 Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the use of the premises. The tenant agrees to abide by the house rules, and agrees that all guests shall also abide by the house rules. The house shall be maintained in a clean and orderly fashion. This is a smoke free environment, and there shall be no smoking of any substance, of any kind, by any persons while on the property and there shall be no illegal or illegally obtained materials, substances or devices while in the house. No guns or ammunition are allowed on the property. There are agreed upon quiet hours in force which are between 11:00pm and 7:00am. Tenant will not use the premises for any disorderly or unlawful purposes or disruptive to the quiet enjoyment of others and will comply with all applicable Federal, State, County and local ordinances. Firearms are not allowed on the property.

PETS

14 No pets shall be brought on the premises without prior written consent of the landlord.

INSURANCE

15 Landlord's insurance policy does not provide tenant coverage for personal belongings and Landlord shall not be responsible for any theft of personal property of the tenant or his/her guests(s) or any damage, loss or destruction of personal property of the tenant or his/her guest(s) due to fire, water, or any other cause whatsoever. Tenant(s) are encouraged to insure personal property.

HOLD HARMLESS

16 Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by Landlord's 'Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless damage is caused by Landlord's negligence or violation of the law

EMERGENCY NUMBER:


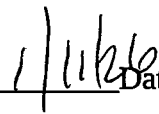
17. In the event of an emergency affecting the health, safety or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling 202-494-2940.

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.

LANDLORD:

TENANT:

TENANT: Name and Signature _____ Date: _____

LANDLORD: Name and Signature  _____  Date

Thehousethatraybuilt@comcast.net
SIX MONTH ROOM RENTAL DWELLING LEASE FOR 7709 OLD
CHESTER ROAD, BETHESDA, MARYLAND 20817

THIS LEASE, AGREEMENT is made between Muhammed Muhie (Lessee) and Flavia Favali (Lessor). The Lessor leases to the Lessee the #1, Radnor master bedroom at 7709 Old Chester Rd, Bethesda, Md 20817, Montgomery County, Maryland. The term of the agreement is for six months, beginning on the first of January 2026 for a monthly rent for One Thousand Twelve Hundred Dollars (\$1200.00). On July 1, 2026 Mr. Muhammed Muhie can renew this lease. Mr. Muhie moved in on the 23rd day of February 2022 and has been an excellent tenant. Mr. Muhie has been given keys to the house and bedroom on February 23, 2022 when he deposited \$6,600.00 to the account. He paid a security deposit of Six Hundred Dollars (\$600). Rent can be paid to Lessor, certified check, money order or deposited into the M & T Bank: (Manufacturers and Traders Account 9894363432 routing # 052000113. Failure to pay rent at the specified time is a default of this Agreement and the Landlord may use any remedy available under the terms of this Lease and or applicable law.

ADDITIONAL CHARGES:

1. Landlord/Agent may require that all rental payments be made by money order, Cashier's check and/or certified check. Tenant also agrees that if he/she fails to pay any installment of rent within five (5) days of the date due, Tenant must pay the Landlord, in addition to the rent, a late charge of \$35.00 or five percent (5%) of the unpaid rent then due, whichever is greater. The three (3) day is NOT a grace period, and the rent is due and payable on the first (1st) day of each month. The tenant must pay the late charge as additional rent together with the rent then overdue. A service charge of Thirty-five Dollars (\$35.00) will be automatically charged each time a check is returned unpaid for any reason by the Tenant's bank.

RECEIPTS:

2. Landlord agrees to provide to the Tenant a written receipt for payments of rent if the Tenant pays with cash or a money order or, upon Tenant's request for a receipt. This Lease shall serve as a receipt for the aforementioned security deposit.

SECURITY DEPOSIT:

3. In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of Six Hundred Dollars (\$600.00), which sum does not exceed two (2) months' rent. This money will be held as collateral security and applied on any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension or holding over period. The money may also be applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, agents, employees, trades people, or pets, or any other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. any extension or holding over period.

Tenant may not use the security deposit as rent and he must not apply the security deposit as the last month's rent. The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland. Within forty five days (45) days after the termination of the tenancy, the Landlord/Agent must provide the Tenant by first class mail, directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. within forty-five days (45) days after the termination of the tenancy only if Tenant provided written termination within 30 days of termination. The foregoing provision does not apply to any Tenant who has abandoned the premises.

USES/AUTHORISED OCCUPANCY

4. The rooms will be used solely for residential purposes and be occupied by no more than one person. Tenant agrees to pay overnight guest fees of \$45.00 per night. Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessee.

MAINTENANCE

5 Tenant must generally maintain their room and the house in a clean, sanitary and safe condition. Maintenance includes the replacement of light bulbs, toilet paper and towels, cleaning of bathroom and cleaning of appliances including, but not limited to stoves and microwave ovens, refrigerators, and freezers, garbage disposals, dishwashers, washing machines, and clothes dryers. Cleaning of carpets is also required. Tenant is responsible for general control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets and rodents. Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and all gaps free of blockages, and operate all electrical and plumbing fixtures properly.

Tenant must remove ice and snow from all walks, steps and drives; and must maintain grounds in good condition. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior approval from the Landlord/Agent. There are no firearms allowed on property.

UTILITIES

6 . Tenant must pay 1/5 of total utilities consisting of cable, gas, electric, phone, internet, water.

VEHICLE PARKING

7. Tenant may not park any motor vehicle on the property without current license plates and the vehicles must be in operating condition. Park vehicles only in assigned spaces or on the street.

LANDLORD/AGENT ACCESS TO PREMISES

8. Tenant rents a room in a house and Landlord/Agent is permitted in/at her house at her discretion. Landlord may enter Tenant's room after giving due notice (24 hours) to the Tenant to make necessary repairs and inspections during normal business hours, including weekends. Landlord/Agent may enter the room immediately without notice to Tenant in an emergency situation. Landlord/Agent may enter the room after due notice to the Tenant (24 hours) when the Landlord is required to allow access to the Department of Housing and Community Affairs for an inspection.

TERMINATION-HOLD OVER

9. Either Landlord or Tenant may terminate this Lease at its expiration or any extension thereof by giving the other SIX MONTH'S WRITTEN NOTICE.

COURT AWARDED LEGAL FEES

10. If the Landlord files an action to recover possession of the leased premises, including a non-payment of rent action, the Tenant is obligated to pay court costs awarded by the court, and to pay legal costs or attorney fees awarded by a court after the court finds that the fees and costs are reasonable. If the Court awards reasonable attorney' s fees in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent-and do not need to be paid to redeem the premises. Failure to pay rent and late Charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent — Landlord's Complaint for Repossession of Rented Property.

MOVE-OUT INSPECTION/SURRENDER OF PREMISES

11. Tenant will, upon termination of this Lease, surrender the room(s) and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the room in broom-clean condition, free of trash and debris. Upon vacating the premises, Tenant ask for a walk-through, must deliver all

keys to the Landlord/Agent at said walk through. Failure to comply will be cause to charge Tenant for changing locks.

ABANDONED PROPERTY

12. The Landlord/Agent considers any personal property left on the premises after termination of the tenancy abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

HOUSE RULES

13 Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the use of the premises. The tenant agrees to abide by the house rules, and agrees that all guests shall also abide by the house rules. The house shall be maintained in a clean and orderly fashion. This is a smoke free environment, and there shall be no smoking of any substance, of any kind, by any persons while on the property and there shall be no illegal or illegally obtained materials, substances or devices while in the house. No guns or ammunition are allowed on the property. There are agreed upon quiet hours in force which are between 11:00pm and 7:00am. Tenant will not use the premises for any disorderly or unlawful purposes or disruptive to the quiet enjoyment of others and will comply with all applicable Federal, State, County and local ordinances. Firearms are not allowed on the property.

PETS

14 No pets shall be brought on the premises without prior written consent of the landlord.

INSURANCE

15 Landlord's insurance policy does not provide tenant coverage for personal belongings and Landlord shall not be responsible for any theft of personal property of the tenant or his/her guests(s) or any damage, loss or destruction of personal property of the tenant or his/her guest(s) due to fire, water, or any other cause whatsoever. Tenant(s) are encouraged to insure personal property.

HOLD HARMLESS

16 Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by Landlord's 'Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless damage is caused by Landlord's negligence or violation of the law

EMERGENCY NUMBER:

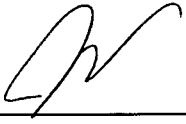
17. In the event of an emergency affecting the health, safety or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling 202-494-2940.

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.

LANDLORD:

TENANT:

TENANT: Name and Signature _____ Date:

LANDLORD: Name and Signature  1/16/26 Date